



Ramsey County Regional Railroad Authority.
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ST. PAUL, MINNESOTA

RAMSEY COUNTY, MINNESOTA
Tuesday, May 09, 2017

The Ramsey County Regional Railroad Authority met in regular session at 10:00 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	ABSENT
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 May 9, 2017 is Presented for Approval

VOTING

Motion by: Mary Jo McGuire

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			

3. Minutes from April 25, 2017 are Presented for Approval

VOTING

Motion by: Toni Carter

Second by: Jim McDonough

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

4. **Project Labor Agreement for Union Depot Restaurant Remodel Project (Resolution R2017-15)**

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, Ramsey County Regional Railroad Authority has developed plans for remodeling the restaurant space at Union Depot and a new restaurant to be operated by Kaskaid Hospitality; and

WHEREAS, Pursuant to Resolution 2010-290 a decision must be made regarding the use of a Project Labor Agreement prior to the release of a solicitation for a construction project over \$100,000; and

WHEREAS, On April 17, 2017, notices requesting input on the use of a Project Labor Agreement on the Ramsey County Regional Railroad Authority's Union Depot Restaurant Remodel Project were sent to the Association of Women Contractors, National Association of Minority Contractors, Upper Midwest, and the Saint Paul Building and Construction Trades Council; and

WHEREAS, One response was received from the Saint Paul Building and Construction Trades Council, which recommended the use of a Project Labor Agreement for the reasons of "Dollar amount, length of project, multi-craft"; and

WHEREAS, Staff recommends the use of a Project Labor Agreement for this construction project; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the use of a Project Labor Agreement with the Union Depot Restaurant Remodel Project.

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

6. **Adjournment**

The meeting adjourned at 10:08 am.


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
May 9, 2017 – ROLL CALL

Call to Order: 10:00 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of May 9, 2017 is presented for approval

Moved: MM Seconded: BH

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

3. Minutes from April 25, 2017 are presented for approval

Moved: TC Seconded: SM

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

4. Project Labor Agreement for Union Depot Restaurant Remodel Project

Moved:

JM

Seconded:

TC

YEA

NAY

ABSENT

Blake Huffman

Jim McDonough

Mary Jo McGuire

Victoria Reinhardt

Janice Rettman

Toni Carter

Rafael Ortega

✓

✓

✓

✓

✓

✓

✓

5. Corridor Updates

6. Adjournment

Meeting adjourned at 10:08 am.



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

AGENDA

Tuesday, May 09, 2017

Immediately following the Housing and Redevelopment Authority Board Meeting

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

1. ROLL CALL

2. R2017-30 Agenda of May 9, 2017 is Presented for Approval

Approve the Agenda of May 9, 2017.

3. R2017-31 Minutes from April 25, 2017 are Presented for Approval

Approve the minutes from April 25, 2017.

ADMINISTRATIVE ITEM

4. R2017-28 Project Labor Agreement for Union Depot Restaurant Remodel Project

Approve the use of a Project Labor Agreement with the Union Depot Restaurant Remodel Project.

5. Corridor Updates

6. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-30

Committee: Regional Railroad Authority

Meeting Date: 5/9/2017

SUBJECT: Agenda of May 9, 2017 is Presented for Approval

REQUESTED ACTION

Approve the Agenda of May 9, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-31

Committee: Regional Railroad Authority

Meeting Date: 5/9/2017

SUBJECT: Minutes from April 25, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from April 25, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-28

Committee: Regional Railroad Authority

Meeting Date: 5/9/2017

SUBJECT: Project Labor Agreement for Union Depot Restaurant Remodel Project

REQUESTED ACTION

Approve the use of a Project Labor Agreement with the Union Depot Restaurant Remodel Project.

EXECUTIVE SUMMARY

Ramsey County Regional Railroad Authority has developed concept plans for the new Union Depot restaurant to be operated by Kaskaid Hospitality. The plans for the restaurant project will be completed through a design-build process and will include: complete renovation of the kitchen area, new kitchen equipment, and remodeling of the mezzanine seating area to incorporate a lift for accessibility.

Pursuant to Resolution 2010-290, a decision must be made regarding the use of a Project Labor Agreement (PLA) prior to the release of a solicitation for a construction project over \$100,000. On April 17, 2017, notices requesting input on the use of a PLA on the Ramsey County Regional Railroad Authority's (RCRRA) Union Depot Restaurant Remodel Project were sent to the following interested parties:

- Association of Women Contractors
- National Association of Minority Contractors, Upper Midwest
- Saint Paul Building and Construction Trades Council

One response was received from the Saint Paul Building and Construction Trades Council which recommended the use of a PLA for this construction project for the reasons of "Dollar amount, length of project, multi-craft". Staff therefore recommends a PLA be used for this construction project.

FISCAL IMPACT

Funding for the design-build services are available in the RCRRA Union Depot capital project budget.

COUNTY MANAGER COMMENTS

Approval of a Project Labor Agreement recommendation is required prior to the release of a solicitation for a construction project over \$100,000.

PREVIOUS ACTION

On August 17, 2010, the Ramsey County Board of Commissioners updated the Administrative Code regarding Project Labor Agreements (Resolution 2010-290).

ATTACHMENTS

1. Draft Resolution
2. Project Labor Agreement Letters
3. PLA Response from the Saint Paul Building and Construction Trades Council dated April 20, 2017

Draft Resolution

WHEREAS, Ramsey County Regional Railroad Authority has developed plans for remodeling the restaurant space at Union Depot and a new restaurant to be operated by Kaskaid Hospitality; and

WHEREAS, Pursuant to Resolution 2010-290 a decision must be made regarding the use of a Project Labor Agreement prior to the release of a solicitation for a construction project over \$100,000; and

WHEREAS, On April 17, 2017, notices requesting input on the use of a Project Labor Agreement on the Ramsey County Regional Railroad Authority's Union Depot Restaurant Remodel Project were sent to the Association of Women Contractors, National Association of Minority Contractors, Upper Midwest, and the Saint Paul Building and Construction Trades Council; and

WHEREAS, One response was received from the Saint Paul Building and Construction Trades Council, which recommended the use of a Project Labor Agreement for the reasons of "Dollar amount, length of project, multi-craft"; and

WHEREAS, Staff recommends the use of a Project Labor Agreement for this construction project; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the use of a Project Labor Agreement with the Union Depot Restaurant Remodel Project.

Sent via e-mail.

April 17, 2017

Saint Paul Building and Construction Trades Council
Attn: Don Mullin, Executive Secretary
411 Main Street, Suite 206
Saint Paul, Minnesota 55102
dmullin@stpaulbt.org

Re: Notice of Ramsey County Regional Railroad Authority Construction Project and Request for Recommendation

Dear Interested Party,

Ramsey County Regional Railroad Authority (RCRRA) requests your recommendation regarding the use of a Project Labor Agreement on a construction project at the Union Depot in St. Paul, MN.

Description: RCRRA owns the Union Depot located at 214 4th St. E. in St. Paul, MN. RCRRA will solicit the services of a Construction Manager/Design Team for the design, engineering and construction services to remodel and make facility improvements to a portion of the first floor and to the mezzanine portion of the main building, or head house, to accommodate a new restaurant. The project encompasses approximately 6,800 square feet in area and involves light demolition; a complete remodel of a kitchen; a new bar; a new stair and lift to the mezzanine; selected mechanical, electrical, and plumbing modifications; and installation of owner provided kitchen equipment. Construction will commence in summer of 2017 and be completed in fall of 2017.

Estimated Cost: \$1,000,000 (includes cost of owner provided kitchen equipment)

Estimated Start Date: July, 2017

Estimated Project Length: Approximately four (4) months

Other Project Facts: This project is being performed to: 1) remodel an existing restaurant space; 2) activate a mezzanine space by making it accessible to the public; 3) install a standalone heating, cooling and ventilation system; 4) address security and safety concerns for the space; and 4) install owner provided kitchen equipment.

Pursuant to County Board Policy, as a party that may be interested in this project, your recommendation is requested regarding the use of a Project Labor Agreement for this project. Please indicate on the attached form your recommendation and your reasons for the recommendation, and return the form to the undersigned either by United States mail to the address listed below, in person at the address listed below, or by email to the address listed below.

Please respond in writing on or before 10 a.m. on Tuesday, April 25, 2017. Thank you for taking the time to respond.

Sincerely,

Jean Krueger, Real Estate Asset Manager
Ramsey County Regional Railroad Authority
651-266-2784
jean.krueger@co.ramsey.mn.us
214 4th St. East, Suite 200
St. Paul, MN 55101

Union Depot, Suite 200
214 4th St. East
Saint Paul, MN 55101
Phone: (651) 266-2760
www.co.ramsey.mn.us

PLEASE RESPOND BEFORE:
10 a.m. Tuesday, April 25, 2017

Ramsey County Regional Railroad Authority (RCRRA)
E-mail: Jean.Krueger@co.ramsey.mn.us

Response Form

Date Issues by RCRRA: April 17, 2017

Re: Restaurant space remodel and facility improvements at Union Depot located at 214 4th St. East, St. Paul, MN

From: _____

This is acknowledgement of our receipt of your Notice of Ramsey County Regional Railroad Authority Construction Project and Request for Recommendation for the above RCRRA project.

In response to your request, our recommendation on the use of a PLA for this project is as follows, for the stated reasons:

Yes, a Project Labor Agreement is recommended for this Ramsey County Regional Railroad Authority construction project for the following reason(s):

No, a Project Labor Agreement is not recommended for this Ramsey County Regional Railroad Authority project for the following reason(s):

By: _____

(Name & Title)

(Date)

Sent via e-mail.

April 17, 2017

Association of Women Contractors
Attn: Ms. Barb Lau, Executive Director
1337 St. Clair Ave., Suite 4
Saint Paul, Minnesota 55105
awcmn@awcmn.org

Re: Notice of Ramsey County Regional Railroad Authority Construction Project and Request for Recommendation

Dear Interested Party,

Ramsey County Regional Railroad Authority (RCRRA) requests your recommendation regarding the use of a Project Labor Agreement on a construction project at the Union Depot in St. Paul, MN.

Description: RCRRA owns the Union Depot located at 214 4th St. E. in St. Paul, MN. RCRRA will solicit the services of a Construction Manager/Design Team for the design, engineering and construction services to remodel and make facility improvements to a portion of the first floor and to the mezzanine portion of the main building, or head house, to accommodate a new restaurant. The project encompasses approximately 6,800 square feet in area and involves light demolition; a complete remodel of a kitchen; a new bar; a new stair and lift to the mezzanine; selected mechanical, electrical, and plumbing modifications; and installation of owner provided kitchen equipment. Construction will commence in summer of 2017 and be completed in fall of 2017.

Estimated Cost: \$1,000,000 (includes cost of owner provided kitchen equipment)

Estimated Start Date: July, 2017

Estimated Project Length: Approximately four (4) months

Other Project Facts: This project is being performed to: 1) remodel an existing restaurant space; 2) activate a mezzanine space by making it accessible to the public; 3) install a standalone heating, cooling and ventilation system; 4) address security and safety concerns for the space; and 4) install owner provided kitchen equipment.

Pursuant to County Board Policy, as a party that may be interested in this project, your recommendation is requested regarding the use of a Project Labor Agreement for this project. Please indicate on the attached form your recommendation and your reasons for the recommendation, and return the form to the undersigned either by United States mail to the address listed below, in person at the address listed below, or by email to the address listed below.

Please respond in writing on or before 10 a.m. on Tuesday, April 25, 2017. Thank you for taking the time to respond.

Sincerely,

Jean Krueger, Real Estate Asset Manager
Ramsey County Regional Railroad Authority
651-266-2784
jean.krueger@co.ramsey.mn.us
214 4th St. East, Suite 200
St. Paul, MN 55101

Union Depot, Suite 200
214 4th St. East
Saint Paul, MN 55101
Phone: (651) 266-2760
www.co.ramsey.mn.us

PLEASE RESPOND BEFORE:
10 a.m. Tuesday, April 25, 2017

Ramsey County Regional Railroad Authority (RCRRA)
E-mail: Jean.Krueger@co.ramsey.mn.us

Response Form

Date Issues by RCRRA: April 17, 2017

Re: Restaurant space remodel and facility improvements at Union Depot located at 214 4th St. East, St. Paul, MN

From: _____

This is acknowledgement of our receipt of your Notice of Ramsey County Regional Railroad Authority Construction Project and Request for Recommendation for the above RCRRA project.

In response to your request, our recommendation on the use of a PLA for this project is as follows, for the stated reasons:

Yes, a Project Labor Agreement is recommended for this Ramsey County Regional Railroad Authority construction project for the following reason(s):

No, a Project Labor Agreement is not recommended for this Ramsey County Regional Railroad Authority project for the following reason(s):

By: _____
(Name & Title) (Date)

Sent via e-mail.

April 17, 2017

National Association of Minority Contractors
Attn: Dwayne Etheridge
810 South 7th Street
Minneapolis, MN 55415
president@namc-um.org

Re: Notice of Ramsey County Regional Railroad Authority Construction Project and Request for Recommendation

Dear Interested Party,

Ramsey County Regional Railroad Authority (RCRRA) requests your recommendation regarding the use of a Project Labor Agreement on a construction project at the Union Depot in St. Paul, MN.

Description: RCRRA owns the Union Depot located at 214 4th St. E. in St. Paul, MN. RCRRA will solicit the services of a Construction Manager/Design Team for the design, engineering and construction services to remodel and make facility improvements to a portion of the first floor and to the mezzanine portion of the main building, or head house, to accommodate a new restaurant. The project encompasses approximately 6,800 square feet in area and involves light demolition; a complete remodel of a kitchen; a new bar; a new stair and lift to the mezzanine; selected mechanical, electrical, and plumbing modifications; and installation of owner provided kitchen equipment. Construction will commence in summer of 2017 and be completed in fall of 2017.

Estimated Cost: \$1,000,000 (includes cost of owner provided kitchen equipment)

Estimated Start Date: July, 2017

Estimated Project Length: Approximately four (4) months

Other Project Facts: This project is being performed to: 1) remodel an existing restaurant space; 2) activate a mezzanine space by making it accessible to the public; 3) install a standalone heating, cooling and ventilation system; 4) address security and safety concerns for the space; and 4) install owner provided kitchen equipment.

Pursuant to County Board Policy, as a party that may be interested in this project, your recommendation is requested regarding the use of a Project Labor Agreement for this project. Please indicate on the attached form your recommendation and your reasons for the recommendation, and return the form to the undersigned either by United States mail to the address listed below, in person at the address listed below, or by email to the address listed below.

Please respond in writing on or before 10 a.m. on Tuesday, April 25, 2017. Thank you for taking the time to respond.

Sincerely,

Jean Krueger, Real Estate Asset Manager
Ramsey County Regional Railroad Authority
651-266-2784
jean.krueger@co.ramsey.mn.us
214 4th St. East, Suite 200
St. Paul, MN 55101

Union Depot, Suite 200
214 4th St. East
Saint Paul, MN 55101
Phone: (651) 266-2760
www.co.ramsey.mn.us

PLEASE RESPOND BEFORE:
10 a.m. Tuesday, April 25, 2017

Ramsey County Regional Railroad Authority (RCRRA)
E-mail: Jean.Krueger@co.ramsey.mn.us

Response Form

Date Issues by RCRRA: April 17, 2017

Re: Restaurant space remodel and facility improvements at Union Depot located at 214 4th St. East, St. Paul, MN

From: _____

This is acknowledgement of our receipt of your Notice of Ramsey County Regional Railroad Authority Construction Project and Request for Recommendation for the above RCRRA project.

In response to your request, our recommendation on the use of a PLA for this project is as follows, for the stated reasons:

Yes, a Project Labor Agreement is recommended for this Ramsey County Regional Railroad Authority construction project for the following reason(s):

No, a Project Labor Agreement is not recommended for this Ramsey County Regional Railroad Authority project for the following reason(s):

By: _____

(Name & Title)

(Date)

PLEASE RESPOND BEFORE:
10 a.m. Tuesday, April 25, 2017

Ramsey County Regional Railroad Authority (RCRRA)
E-mail: Jean.Krueger@co.ramsey.mn.us

Response Form

Date Issues by RCRRA: April 17, 2017

Re: Restaurant space remodel and facility improvements at Union Depot located at 214 4th St. East, St. Paul, MN

From: **ST. PAUL BUILDING TRADES**
353 W. 7th St. Suite 203
Saint Paul, MN 55102

This is acknowledgement of our receipt of your Notice of Ramsey County Regional Railroad Authority Construction Project and Request for Recommendation for the above RCRRA project.

In response to your request, our recommendation on the use of a PLA for this project is as follows, for the stated reasons:

☒ Yes, a Project Labor Agreement is recommended for this Ramsey County Regional Railroad Authority construction project for the following reason(s):

_____ Dollar amount; length of project; multi-craft _____

No, a Project Labor Agreement is not recommended for this Ramsey County Regional Railroad Authority project for the following reason(s):

By:



(Name & Title)

4-20-17

(Date)

Donald Mullin, Executive Secretary

The Ramsey County Regional Railroad Authority met in regular session at 9:31 AM with the following members present: Carter, Huffman, McDonough, Reinhardt, Rettman, and Chair-Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

1. ROLL CALL

2. Agenda of May 23, 2017 is Presented for Approval

VOTING

Motion by: Toni Carter

Second by: Blake Huffman

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

3. Minutes from May 9, 2017 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			

4. Presentation on Rush Line Corridor Pre-Project Development Study Update

For information and discussion only.

5. Amendment No. 3 to Agreement with Davis Communications Mgmt, Inc. for the Riverview Corridor Strategic Communications Plan (R2017-16)

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

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

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

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

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

WHEREAS, On May 24, 2016, the Ramsey County Regional Railroad Authority passed Resolution R16-13 authorizing the Chair to execute Amendment No. 2 to Agreement Between Ramsey County Regional Railroad Authority and Davis Communications Management, Inc. for the Riverview Corridor Strategic Communications Plan; and

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

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

RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment No. 3 to Agreement with Davis Communications Management, Inc., a Minnesota Corporation, 213 East Fourth Street, Saint Paul, MN 55101, to extend the term of the Agreement for the period of June 1, 2017 to May 31, 2018, in an amount not to exceed \$84,000; and Be It Further

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

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

6. Agreement with Kalcon, LLC for Design-Build Services for the Union Depot Restaurant (Resolution R2017-17)

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, On March 7, 2017, through Resolution R2017-9, the Ramsey County Regional Railroad Authority authorized the release of the Request for Proposals for Design-Build Services for a Restaurant at Union Depot; and

WHEREAS, The Evaluation Committee was made up of representatives from the Ramsey County Regional Railroad Authority staff, Property Management, JLL, and the Kaskaid Hospitality design team; and

WHEREAS, Two proposals were received and reviewed based on the criteria identified in the solicitation; and

WHEREAS, The Evaluation Committee is recommending Kalcon, LLC for Phase I design-build services for the Union Depot restaurant; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of Kalcon, LLC, 4829 Hamilton Lane, Minnetonka, MN 55345 for Phase I design-build services for the Union Depot Restaurant; and Be It Further

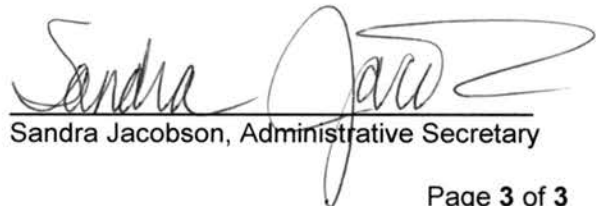
RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement with Kalcon, LLC for Phase I design-build services for the Union Depot Restaurant for the period of May 25, 2017 through June 16, 2017, in the amount of \$34,910; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to enter into agreements and contracts, and execute change orders and amendments to agreements in accordance with procurement policies and procedures, provided the amounts are within the budget of the approved restaurant remodel project.

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

8. Adjournment

The meeting adjourned at 9:59 am.


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
May 23, 2017 – ROLL CALL

Call to Order: 9:31 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of May 23, 2017 is presented for approval

Moved: TC Seconded: BJH

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

3. Minutes from May 9, 2017 are presented for approval

Moved: JM Seconded: VR

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

PRESENTATION

4. Presentation on Rush Line Corridor Pre-Project Development Study Update

ADMINISTRATIVE ITEMS

5. Amendment No. 3 to Agreement with Davis Communications Management, Inc. for the Riverview Corridor Strategic Communications Plan

Moved: JM

Seconded: BH

	YEA	NAY	ABSENT
--	-----	-----	--------

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

6. Agreement with Kalcon, LLC for Design-Build Services for the Union Depot Restaurant

Moved: JM

Seconded: VR

	YEA	NAY	ABSENT
--	-----	-----	--------

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

7. Corridor Updates

8. Adjournment

Meeting adjourned at 9:59 am.



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

AGENDA

Tuesday, May 23, 2017
Immediately following the County Board Meeting

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

1. ROLL CALL

2. R2017-34 Agenda of May 23, 2017 is Presented for Approval

Approve the Agenda of May 23, 2017.

3. R2017-35 Minutes from May 9, 2017 are Presented for Approval

Approve the minutes from May 9, 2017.

PRESENTATION

4. R2017-33 Presentation on Rush Line Corridor Pre-Project Development Study Update

None. For information and discussion only.

ADMINISTRATIVE ITEMS

5. R2017-32 Amendment No. 3 to Agreement with Davis Communications Management, Inc. for the Riverview Corridor Strategic Communications Plan

1. Approve Amendment No. 3 to Agreement with Davis Communications Management, Inc., a Minnesota Corporation, 213 East Fourth Street, Saint Paul, MN 55101, to extend the term of the Agreement for the period of June 1, 2017 to May 31, 2018, in an amount not to exceed \$84,000.
2. Authorize the Chair to execute Amendment No. 3.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

6. R2017-29 Agreement with Kalcon, LLC for Design-Build Services for the Union Depot Restaurant

1. Approve the selection of Kalcon, LLC, 4829 Hamilton Lane, Minnetonka, MN 55345 for Phase I design-build services for the Union Depot Restaurant.
2. Authorize the Chair to execute the agreement with Kalcon, LLC for Phase I design-build services for the Union Depot Restaurant for the period of May 25, 2017 through June 16, 2017, in the amount of \$34,910.
3. Authorize the County Manager to enter into agreements and contracts, and execute change orders and amendments to agreements in accordance with procurement policies and procedures,

provided the amounts are within the budget of the approved restaurant remodel project.

7. Corridor Updates

8. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-34

Committee: Regional Railroad Authority

Meeting Date: 5/23/2017

SUBJECT: Agenda of May 23, 2017 is Presented for Approval

REQUESTED ACTION

Approve the Agenda of May 23, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-35

Committee: Regional Railroad Authority

Meeting Date: 5/23/2017

SUBJECT: Minutes from May 9, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from May 9, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-33

Committee: Regional Railroad Authority

Meeting Date: 5/23/2017

SUBJECT: Presentation on Rush Line Corridor Pre-Project Development Study Update

REQUESTED ACTION

None. For information and discussion only.

EXECUTIVE SUMMARY

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 and the identification of the Draft Locally Preferred Alternative.

FISCAL IMPACT

Funds for the Rush Line Corridor Pre-Project Development Study are included in the Ramsey County Regional Railroad Authority budget.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority will be asked to support the locally preferred alternative once it is approved by the Rush Line Corridor Policy Advisory Committee and the cities along the line.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Presentation on Rush Line Corridor Pre-Project Development Study Update

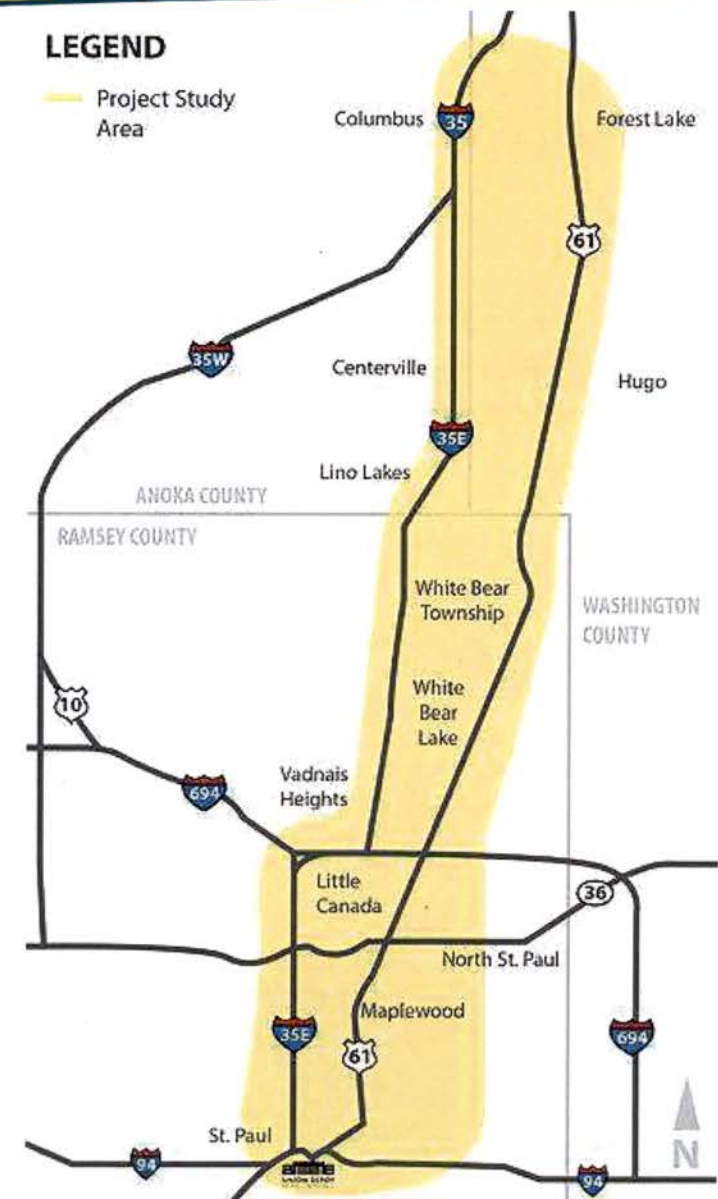


**Pre-Project Development Study Update
Ramsey County Regional Railroad Authority**

May 23, 2017

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



Need for Improved Transit

#1 Sustainable Growth and Development

↑ 24% Forecasted population growth by 2040

Forecasted employment growth by 2040 **↑ 30%**

#2 Serve People Who Rely on Transit

46,100 Number of people over age 65

People living below poverty line since 2000 **↑ 55%**

↓ 11% Median household income

#3 Sustainable Travel Options are Limited

↑ 17% Commute times between 35-90 minutes

Traffic volumes are increasing

↑ 3% I-35E **↑ 9%** Hwy. 61



#4 Transit Demand is Increasing

Transit demand in northern oriented routes **↑ 10%**

Demand by route type **↑ 33%** Express
↑ 9% Suburban Local
↑ 3% Urban Local

Study Process

Define Project Goals

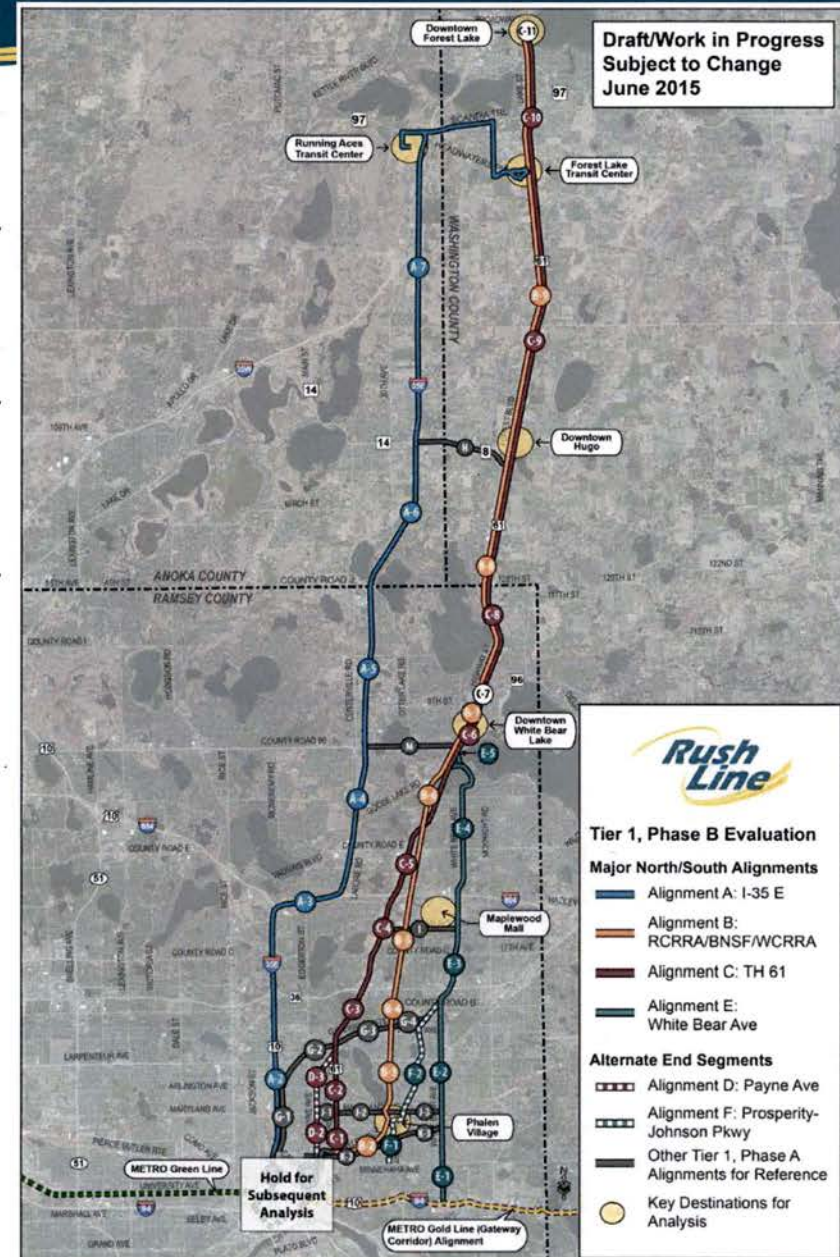
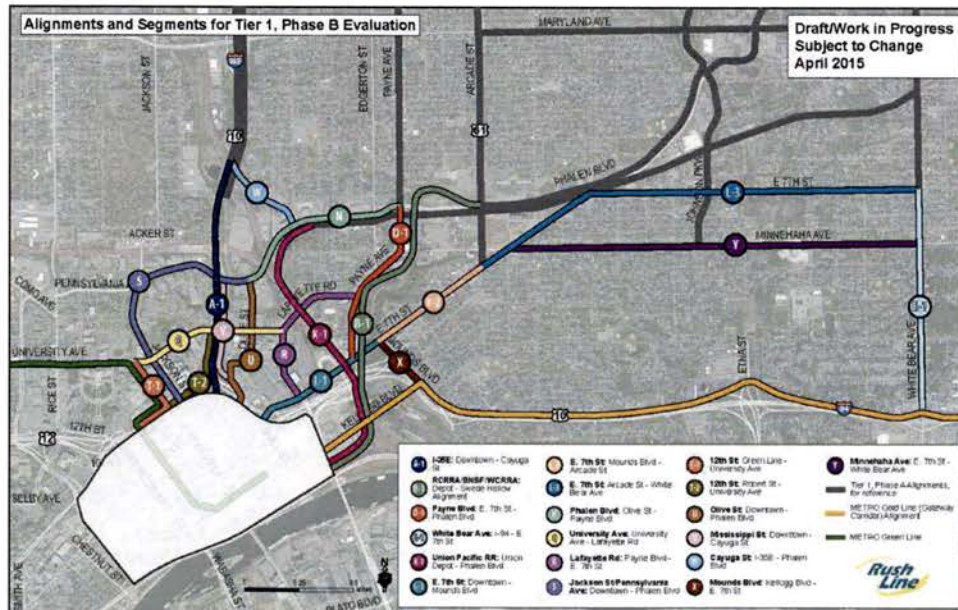
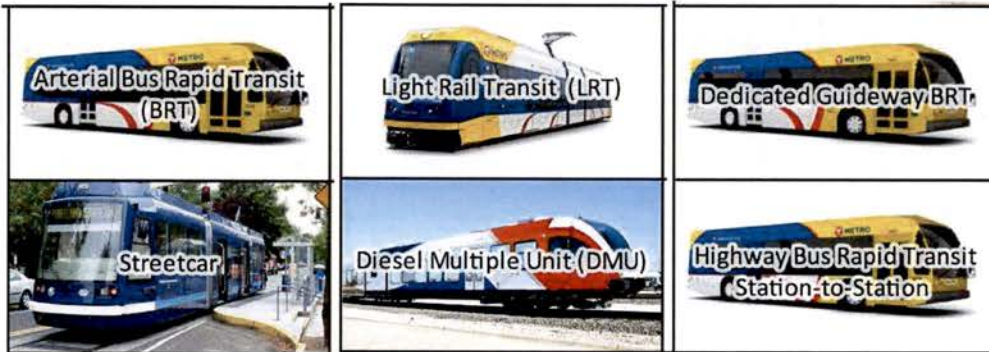
Develop Alternatives

Evaluate Alternatives

Select Alternative

Community Engagement

Where We Started



Evaluation based on Project Goals...

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

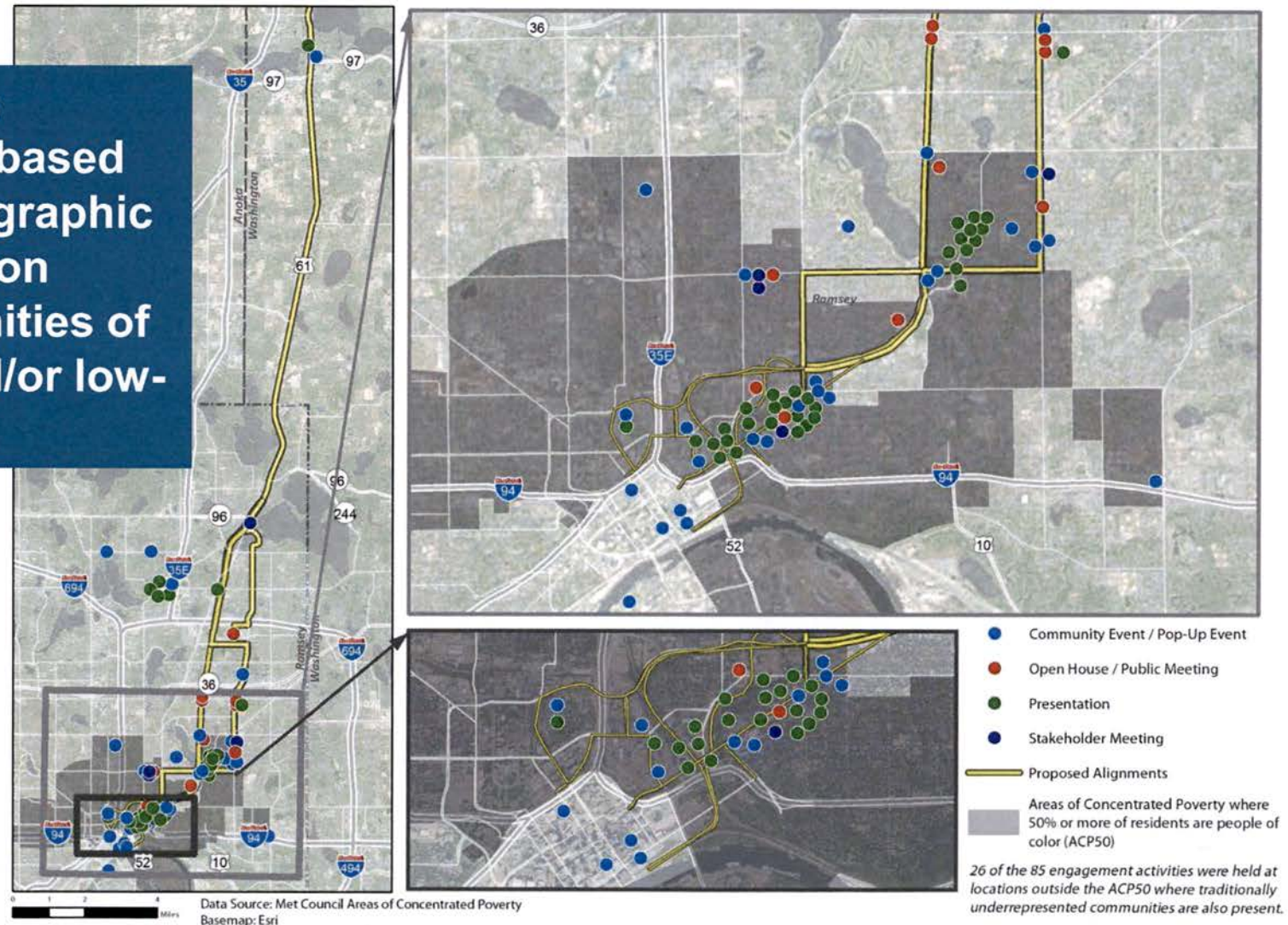
..and Community Engagement

More than **5,000 people** participated in the Rush Line study through over **150 community events** including workshops, business outreach, presentations, pop-up events, social media, and online engagement forums.



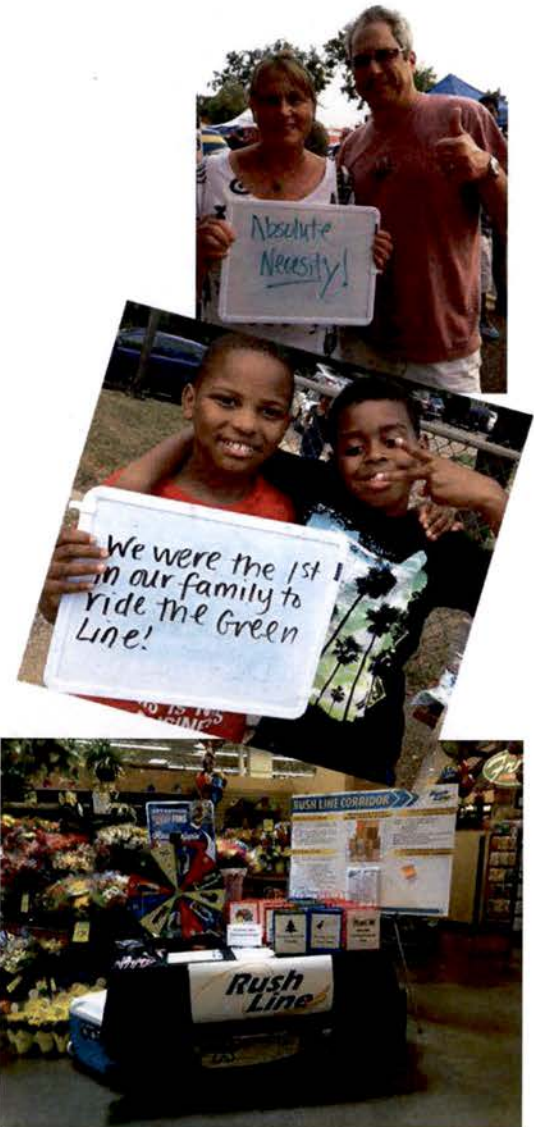
Engagement Activities in Underrepresented Areas

locations
selected based
on demographic
information
(communities of
color and/or low-
income)



What we heard

- Provide all-day transit service
- Connect people to businesses, services, jobs and education
- Preserve natural spaces
- Concern about property and business impacts
- Pursue highest transit investment possible to make areas more desirable
- Transit options should also be cost-effective



Community input has shaped the process

- Which routes and transit vehicle options should be explored
- Where proposed stations should be located
- Which goals are the most important to community members
- How to minimize potential impacts





Draft Locally Preferred Alternative (Recommended Route and Vehicle)



Recommended Vehicle

- Cost-effective solution
 - Less than half the cost of Light Rail Transit (LRT)
 - Meets benchmarks for federal funding
- Similar level of service as LRT
 - Operates in it's own lane
 - Frequent and reliable
 - Upgraded stations and vehicles
- Is a catalyst for economic development

***Dedicated Bus
Rapid Transit***



Health Line - Cleveland



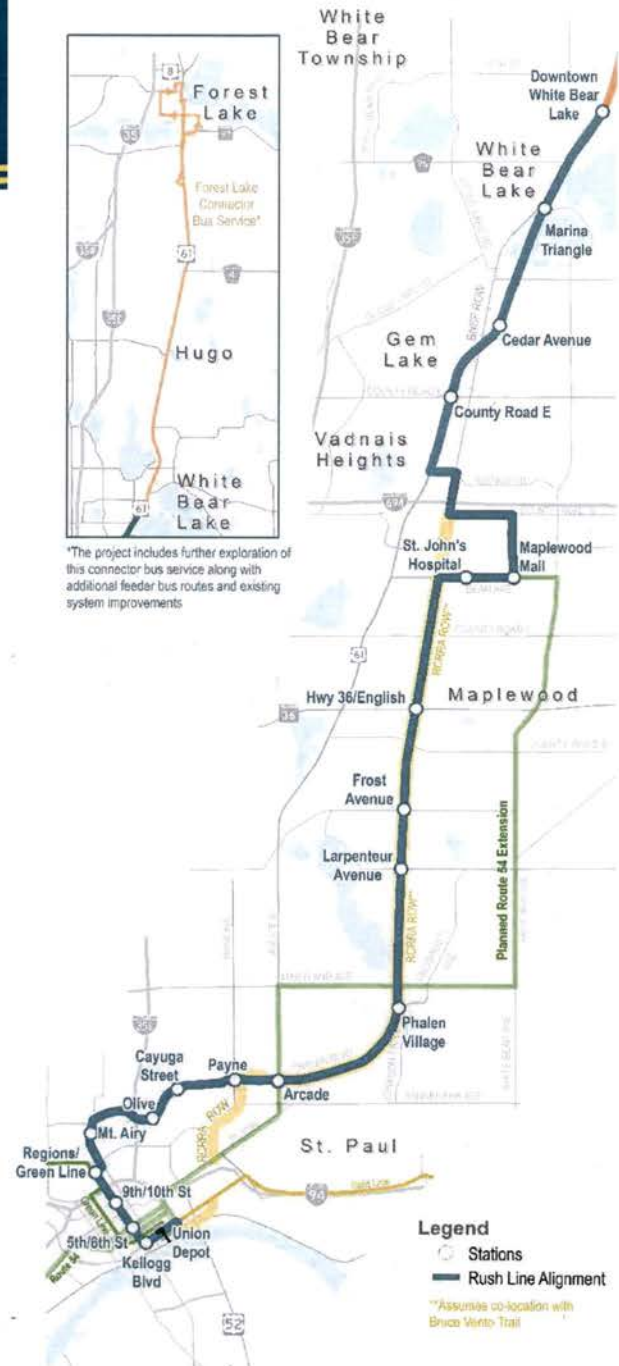
Orange Line - Los Angeles



Photo Credit: Los Angeles Metro

Recommended Route

- Phalen Boulevard and Robert Street into downtown St. Paul
- Ramsey County Regional Railroad Authority right-of-way (shared with Bruce Vento Trail)
- Highway 61 north of I-694 into White Bear Lake
- Future Connections to the North
- Support separate transit investments on E 7th St. and White Bear Avenue



Why Use RCRRA ROW?



Cost effective due to public ownership of right-of-way



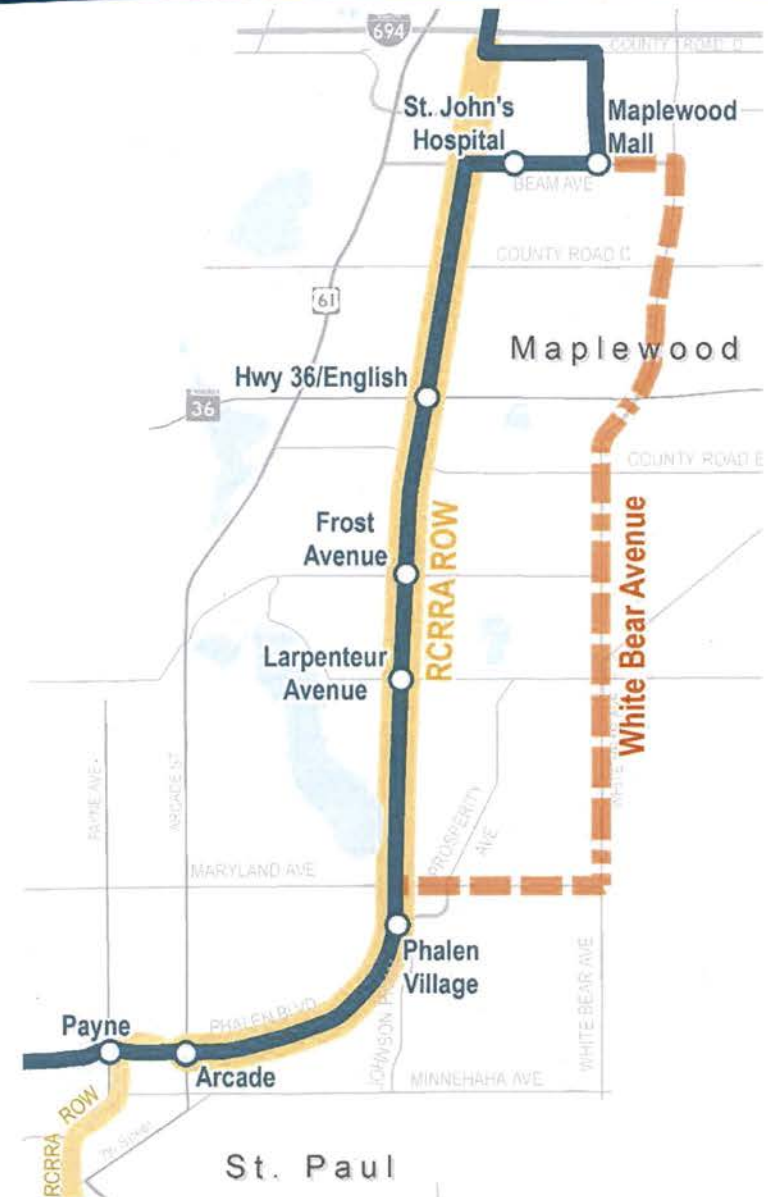
Longest route with fixed guideway, **maximizing development potential** at station areas



Shortest travel time between St. Paul and White Bear Lake



Direct routing to **St. John's Hospital and Maplewood Mall** serves **over 7,000 jobs**



Why use RCRRA ROW?



BRT lanes **will share the RCRRA ROW** with the **Bruce Vento Trail**

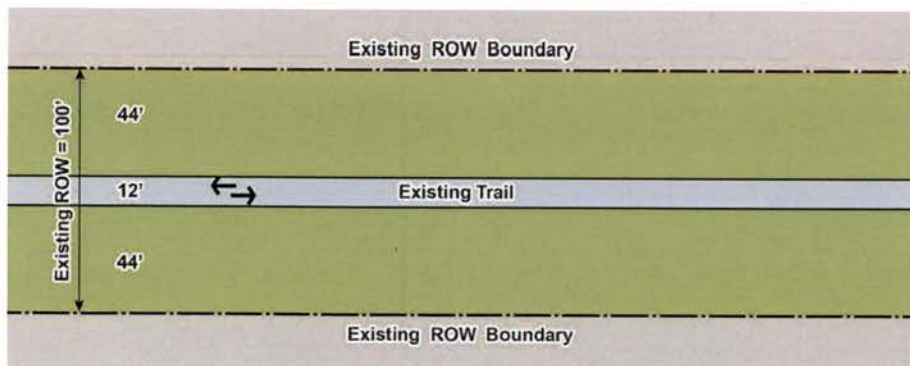


No private property acquisition anticipated because ROW is already in public ownership

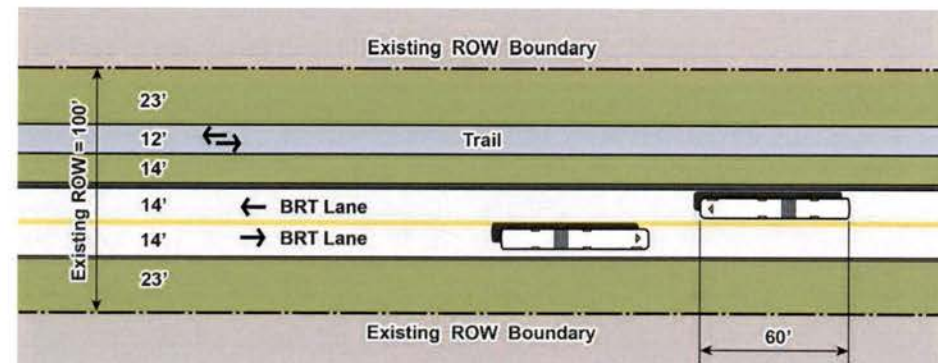


Potential environmental impacts will be addressed as design progresses

Current



Future Concept



Why use Phalen into Downtown?



Serves the most jobs and equity populations (zero-car households, households below poverty)



High ridership potential



Shortest travel time

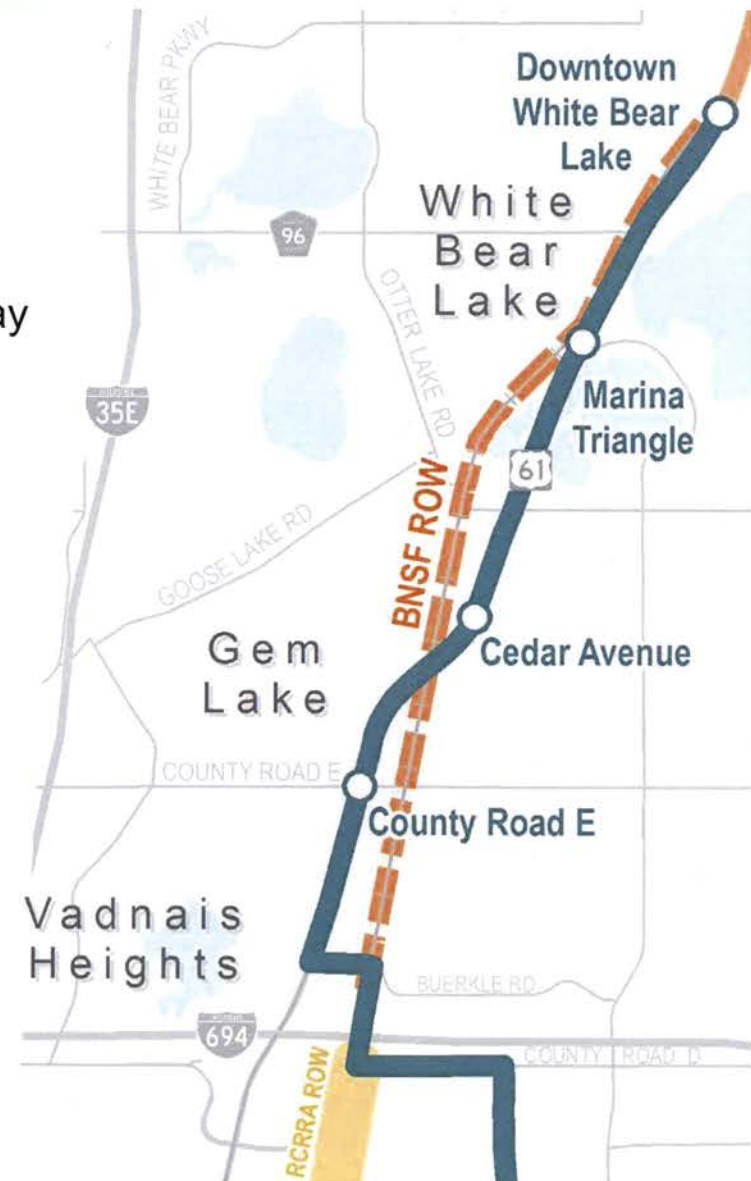


Convenient transfer to METRO Green Line near Region's Hospital



Why use Hwy 61 north of I-694?

-  More cost effective than using BNSF Railway right-of-way due to public ownership
-  Similar ridership potential and travel times
-  Stations along Hwy 61 provide greater access to jobs



Why the Draft LPA?



Meets FTA **cost effectiveness** and **project justification** benchmarks



Shortest travel time between St. Paul and White Bear Lake



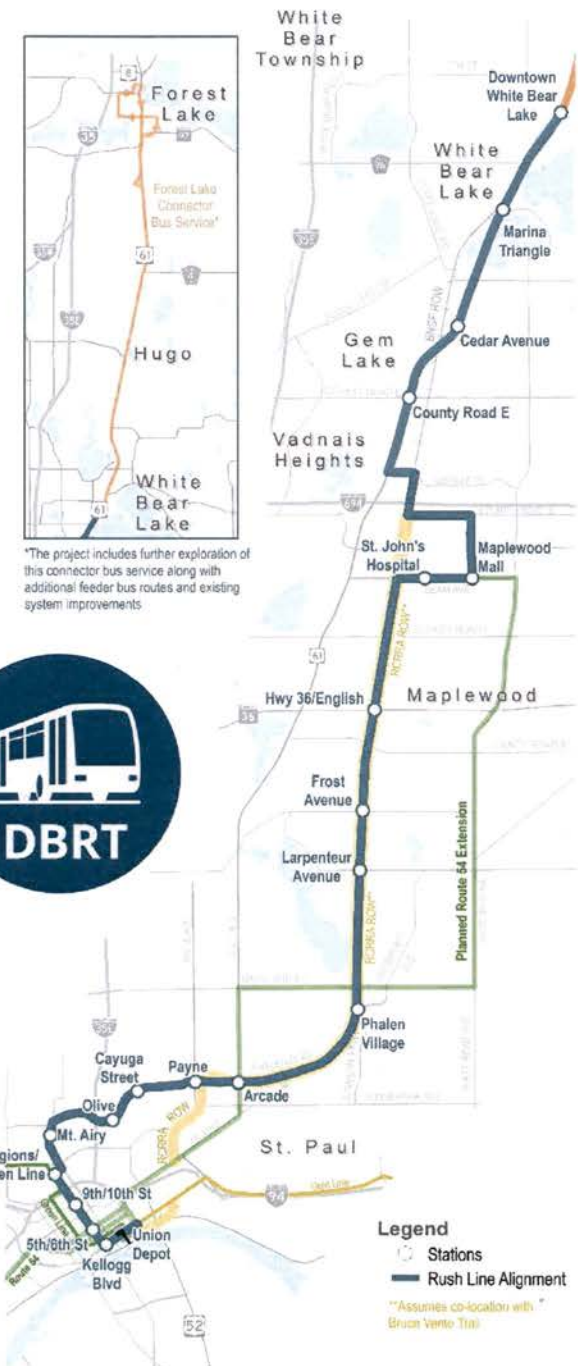
Maximizes development potential while minimizing costs



Highest potential ridership



Serves most jobs and equity populations



Draft LPA Statistics

Approx. Length: **14 miles**

Capital Cost **\$420 M**
(\$2021): (+ \$55 M if other routes
in guideway)

Dedicated Guideway: **85-90%**

Annual O&M Cost **\$7.8 – 8 M**
(\$2015):

of Stations: **20**
(includes Union Depot &
Maplewood Mall Transit Center)

Average Daily Ridership **5,700 – 9,700**
(2040): (higher ridership if other
routes use guideway)

Schedule: **5 am to midnight**
7 days/week

People Living below
Poverty in Station Areas
(2040): **11,700**

Frequency: **Rush hour: every 10 mins**
Non-rush hour: every 15 mins

of Jobs in
Station Areas
(2040): **106,700**

Travel Time: **14 mins**
One way, White Bear Lake > Maplewood
36 mins
One way, Maplewood Mall > Union Depot

of Residents in
Station Areas
(2040): **60,200**

Draft LPA Engagement Activities

- **Timeline for public comment
March 24 - May 4, 2017**
- PAC Public Hearing and Open House
- Pop-Up Information Tables
- Website notice and email updates
- Presentations upon request



Input Received on Draft LPA

Opportunities

- Less visual and noise impacts than LRT
- Less expensive than LRT or other routes
- Possibility to convert to LRT in future
- Perceived as safer than LRT
- Faster travel times
- Preference for hybrid or electric buses



Challenges

- Need to consider how people will access service at stations
- Concerns about potential impacts to existing green space, trail, and private property
- Perception that it will impact property value and quality of life and/or change character of neighborhood
- Concerns about safety in neighborhood and along route



Input Received on Draft LPA

“Good transportation access is key in guiding redevelopment decisions” – **Sherman Associates**

“High quality transit in a dedicated guideway will create value for employers, employees, clients, customers, and residents along the corridor” – **St. Paul Area Chamber of Commerce**

“The proposed Rush Line route and strategically placed stations will provide transportation options for our clients to connect with our state of the art health care services” – **HealthEast St. Johns Hospital**



Next Steps during the Study

APRIL 2017

- **Public hearing** to receive feedback on the draft LPA

MAY 2017

- **Project committees** review public input and make a final LPA recommendation

SUMMER/FALL 2017

- **County and cities** along route will be asked to confirm support for LPA

- Additional community engagement and detailed environmental analysis to begin Fall 2017



Additional Information



STAY INVOLVED IN THE RUSH LINE STUDY

- ✎ Make yourself heard on preferred routes, transit vehicles and station locations.

FOR MORE INFORMATION



www.rushline.org



info@rushline.org



651-266-2760



www.facebook.com/rushline



[@rushlinetransit](https://twitter.com/rushlinetransit)

The Rush Line Corridor Pre-Project Development Study is a joint local and regional planning effort conducted by the Rush Line Corridor Task Force and led by the Ramsey County Regional Railroad Authority.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-32

Committee: Regional Railroad Authority

Meeting Date: 5/23/2017

SUBJECT: Amendment No. 3 to Agreement with Davis Communications Management, Inc. for the Riverview Corridor Strategic Communications Plan

REQUESTED ACTION

1. Approve Amendment No. 3 to Agreement with Davis Communications Management, Inc., a Minnesota Corporation, 213 East Fourth Street, Saint Paul, MN 55101, to extend the term of the Agreement for the period of June 1, 2017 to May 31, 2018, in an amount not to exceed \$84,000.
2. Authorize the Chair to execute Amendment No. 3.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

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

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

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

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

The contract with Davis Communications Management, Inc. was amended to provide for continuing strategic communications to assist with public engagement as the study progressed. The initial work

Amendment No. 3 to Agreement with Davis Communications Mgmt, Inc. for the Riverview Corridor Communications Plan

scope for Amendment No. 1 was completed on May 31, 2016, and the work scope for Amendment No. 2 will be complete on May 31, 2017. The Pre-Project Development Study is not yet complete and continues to require strategic communications assistance. Staff requested that Davis Communications Management, Inc. prepare a revised work scope to provide strategic communications services through May 31, 2018. Amendment No. 3 to the Riverview Corridor Strategic Communications contract with Davis Communications Management, Inc. provides for completing that work scope (attached) containing the following tasks:

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

FISCAL IMPACT

Funding of \$20,000 is available in the 2016 Riverview Pre-Project Development Study project budget and \$64,000 is available in the 2017 Riverview Corridor operating budget for Amendment No. 3 to the Riverview Corridor Strategic Communications contract with Davis Communications Management, Inc. This amendment will bring the total contract to \$314,000.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority approval is required for the execution of Amendment No. 3 with Davis Communications Management, Inc.

PREVIOUS ACTION

On May 24, 2016, RCRRA authorized the approval of Amendment No. 2 to Agreement between Ramsey County Regional Railroad Authority and Davis Communications Management, Inc. for the Riverview Corridor Strategic Communications Plan in an amount not to exceed \$80,000 (Resolution R16-13).

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

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

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

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

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

ATTACHMENTS

1. Draft Resolution
2. Schedule 1
3. Amendment No. 3

DRAFT RESOLUTION

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

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

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

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

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

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

WHEREAS, On May 24, 2016, the Ramsey County Regional Railroad Authority passed Resolution R16-13 authorizing the Chair to execute Amendment No. 2 to Agreement Between Ramsey County Regional Railroad Authority and Davis Communications Management, Inc. for the Riverview Corridor Strategic Communications Plan; and

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

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

RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment No. 3 to Agreement with Davis Communications Management, Inc., a Minnesota Corporation, 213 East Fourth Street, Saint Paul, MN 55101, to extend the term of the Agreement for the period of June 1, 2017 to May 31, 2018, in an amount not to exceed \$84,000; and Be It Further

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

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

Schedule 1



RIVERVIEW
CORRIDOR

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

DAVIS **COMMUNICATIONS**
MANAGEMENT

Incorporated



ZIPKO
STRATEGY

Overview

The Riverview Corridor is a 12 mile corridor connecting Union Depot in downtown St. Paul to the Minneapolis-St. Paul International Airport and Mall of America in Bloomington. It is entering the next phase of its Pre-Project Development (PPD) Study which will select a locally preferred alternative for the corridor. The PPD Study is anticipated to be completed in fall of 2017. The additional strategic communications activities proposed in this work scope will build upon the work already completed by Davis Communications including initial data gathering, message creation, and establishment of a framework to support the evaluation of transitway improvements in the corridor.

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

As the project moves to completion, DC has developed the following work scope to cover strategic communications activities from June 1, 2017 to May 31, 2018. This work scope refines and enhances the DC role in support the Project Team's activities with the PPD Study.

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

About the Riverview Corridor

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

The Ramsey County Regional Railroad Authority is currently leading a Pre-Project Development (PPD) Study to identify the most effective way to invest in new transit for the specific corridor. The goal for this process is to review data and other information to select a locally preferred transit mode (or modes) and a transit alignment (or alignments) by the second quarter of 2018.

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

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

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

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

Next phase for the project

The final phase of the project will identify the Locally Approved Alternative and seek approval of the Locally Approved Alternative from the municipalities in the corridor.

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

Strategic Communications activities for the balance of the PPD Study will require continued monitoring of public sentiment, neighborhood level engagement and information to ensure the Project Team has an accurate assessment of the public preferences for the development of transit in the corridor.

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

The following work scope is proposed by DC for Strategic Communications Activities for the Riverview Corridor from June 1, 2017 to May 31, 2018.

Task 1: Project Management

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

Deliverables:

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

Task 2: Monitoring Community Sentiment:

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

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

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

Deliverables:

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

Task 3: Message Consulting and Media Relations

Throughout the PPD Study, our team will provide strategic counsel related to messaging and other communications efforts focused on communities within the corridor. Throughout the PPD Study, our team will work with news media to publicize opportunities for public participation and to assure that facts are presented accurately and completely.

Deliverables:

- Provide ongoing guidance and counsel to assure that messages from the project will support a desired outcome of the study.
- Draft, edit, review, and revise key messages and other information for the project leadership team.

- Provide ongoing guidance and counsel to assure that media cover the study accurately and completely.
- Reports of media coverage of the study.

Task 4: Identify, Engage, and Activate Key Individuals and Organizations

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

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

We will organize and coordinate neighborhood level small group informational meetings designed to allow residents to get answers to their specific questions.

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

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

Deliverables:

- Meet with individuals and with formal and informal leaders from a variety of stakeholder groups to activate them on behalf of transit improvements in the Riverview Corridor through the formal public engagement channels and informal channels.
- Report to the project management team on activity and information gathered.
- Meet with individuals and groups that will deliver messages for the project.
- Meet with leaders of groups of people likely to participate in public engagement in a way that supports the vision.
- Engage and activate key audiences to increase community awareness and participation in meetings, comment and feedback opportunities, and other project-related activities.

Proposed cost:

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

To complete the work described in tasks 1 through 4, a monthly retainer \$7,000 for twelve months is required for a total cost of \$84,000. The estimated hourly breakdown is detailed below for planning purposes.

Our estimate of hours per task is as follows:

<u>Work Task</u>	<u>Hours</u>	<u>Budget</u>
Task 1: Project Management	75	\$15,000
Task 2: Monitoring Community Sentiment	125	\$30,000
Task 3: Message Consulting and Media Relations	75	\$9,000
Task 4: Identify, Engage, and Activate Key Individuals and Organizations	150	\$30,000
Total Tasks 1-4	400	\$84,000

Our hourly rate for work beyond tasks 1-4 will be \$200.00. No work will be completed outside of the scope of Tasks 1-4 without approval and a written notice to proceed. There will be some outside costs for Task 4, including resources to promote social media content and to activate audience groups.

**Amendment No. 3 to Agreement
Between Ramsey County Regional Railroad Authority and Davis Communications
Management, Inc. For the Riverview Corridor Strategic Communications Plan**

THIS AMENDMENT NO. 3 To the Agreement is made as of _____, 2017 and is by and between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA") and Davis Communications Management, Inc., 213 East Fourth Street, Saint Paul, MN 55101 ("Consultant").

Recitals

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

WHEREAS, On June 24, 2015, RCRRA and Consultant executed Amendment No. 1 to Agreement for continued strategic communications consulting services for PPD Study; and

WHEREAS, On May 24, 2016, RCRRA and Consultant executed Amendment No. 2 to Agreement for continued strategic communications consulting services for the PPD Study; and

WHEREAS, RCRRA has determined that additional services are required for the PPD Study as set forth on attached Schedule 1 (the "Amendment 3 Additional Services"); and

WHEREAS, The parties wish to amend Exhibit A of the Agreement to extend the Agreement and the time for performance of the services to May 31, 2018, and to include the cost of the Amendment No. 3 Additional Services in the maximum not to exceed amount to be paid by RCRRA to the Consultant;

NOW THEREFORE, the RCRRA and Consultant hereby amend the Agreement (as previously amended) as follows:

1. **Exhibit A** of the Agreement is modified by adding to those services already included in the Agreement the services described on attached Schedule 1 Proposed Strategic Communication Services in Support of the Second Phase of the Riverview Corridor Pre-Project Development Study (the Amendment No. 3 Additional Services");
2. The maximum not to exceed amount to be paid to the Consultant in accordance with the schedule of costs and other terms and conditions of the Agreement is increased by \$84,000 including reimbursable expenses to increase the total maximum not to exceed amount from the current contract maximum of \$230,000 to the amount of \$314,000 as shown on Schedule 1.
3. The Consultant shall provide services in accordance with the schedule provided on attached Schedule 1 and the term of the Agreement is extended to May 31, 2018.

4. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

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

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

DAVIS COMMUNICATIONS MANAGEMENT,
INC.

Rafael E. Ortega, Chair
Board of Commissioners

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Approval recommended:

Heather Worthington, Interim Director
Ramsey County Regional Railroad Authority

Date: _____

Approved as to form

Assistant County Attorney

Date: _____

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-29

Committee: Regional Railroad Authority

Meeting Date: 5/23/2017

SUBJECT: Agreement with Kalcon, LLC for Design-Build Services for the Union Depot Restaurant

REQUESTED ACTION

1. Approve the selection of Kalcon, LLC, 4829 Hamilton Lane, Minnetonka, MN 55345 for Phase I design-build services for the Union Depot Restaurant.
2. Authorize the Chair to execute the agreement with Kalcon, LLC for Phase I design-build services for the Union Depot Restaurant for the period of May 25, 2017 through June 16, 2017, in the amount of \$34,910.
3. Authorize the County Manager to enter into agreements and contracts, and execute change orders and amendments to agreements in accordance with procurement policies and procedures, provided the amounts are within the budget of the approved restaurant remodel project.

EXECUTIVE SUMMARY

On March 7, 2017, the Ramsey County Regional Railroad Authority (RCRRA) approved the issuance of a Request for Proposals (RFP) for design-build services for a restaurant at Union Depot. Based on the RFP, the project will be completed in a phased approach, with each phase being the subject of a separate agreement. The Phase I agreement is a fixed-price agreement that will result in a design of sufficient detail to permit the successful proposer to arrive at a guaranteed maximum price for the project. Phase II will include development of construction documents and providing complete construction phase services, including bidding and construction management.

Below is a competitive solicitation summary:

- RFP Title – Design-Build Services for the Union Depot Restaurant
- RFP Release Date – March 8, 2017
- RFP Response Due Date – March 30, 2017
- Number of Contractors Notified – 511
- Number of RFP Responses Received – 2; Kalcon, LLC and Loeffler Construction & Consulting
- Evaluation Committee – RCRRA Real Estate Asset Manager, RC Director of Property Management, JLL General Manager, JLL Operations Manager, and Kaskaid Hospitality design team lead.
- RFP Evaluation Criteria – Contractor Qualifications, Personnel Qualifications, Project Understanding and Approach, Cost, Team Experience and Restaurant Construction Experience
- Contractor Recommended – Kalcon, LLC

The Evaluation Committee evaluated the proposals based on the criteria identified in the solicitation and is recommending Kalcon, LLC to provide Phase I design-build services for the Union Depot restaurant remodel project. The term of the Phase I design-build agreement with Kalcon, LLC is May 25, 2017 through June 16, 2017 in the amount of \$34,910.

Agreement with Kalcon, LLC for Design-Build Services for the Union Depot Restaurant

Upon completion of Phase I services, Kalcon, LLC, will submit a guaranteed maximum price for Phase II to RCRRA based on the approved design documents, budget and schedule. RCRRA has the right to enter into a Phase II agreement with Kalcon, LLC, or to enter into a Phase II agreement with a third party if RCRRA and Kalcon, LLC, are unable to reach agreement on a Phase II agreement within a reasonable period of time after RCRRA receipt of the Phase I documents and guaranteed maximum price for Phase II.

FISCAL IMPACT

Funds for the design-build services are included in the Union Depot Capital Projects budget at \$1,000,000 for the restaurant remodel.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority approval is required for new professional services agreements resulting from the Request for Proposals process.

PREVIOUS ACTION

On May 9, 2017, the Ramsey County Regional Railroad Authority approved the Project Labor Agreement for the Union Depot Restaurant Remodel Project (Resolution R2017-15).

On March 7, 2017, the Ramsey County Regional Railroad Authority authorized the Request for Proposals for Design-Build Services for a Restaurant at Union Depot (Resolution R2017-9).

ATTACHMENTS

1. Draft Resolution
2. Agreement Between Owner and Design Builder for the Union Depot Restaurant

Draft Resolution

1
2
3 WHEREAS, On March 7, 2017, through Resolution R2017-9, the Ramsey County
4 Regional Railroad Authority authorized the release of the Request for Proposals for Design-
5 Build Services for a Restaurant at Union Depot; and
6

7 WHEREAS, The Evaluation Committee was made up of representatives from the
8 Ramsey County Regional Railroad Authority staff, Property Management, JLL, and the
9 Kaskaid Hospitality design team; and
10

11 WHEREAS, Two proposals were received and reviewed based on the criteria
12 identified in the solicitation; and
13

14 WHEREAS, The Evaluation Committee is recommending Kalcon, LLC for Phase I
15 design-build services for the Union Depot restaurant; Now, Therefore Be It
16

17 RESOLVED, The Ramsey County Regional Railroad Authority approves the
18 selection of Kalcon, LLC, 4829 Hamilton Lane, Minnetonka, MN 55345 for Phase I design-
19 build services for the Union Depot Restaurant; and Be It Further
20

21 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair
22 to execute the agreement with Kalcon, LLC for Phase I design-build services for the Union
23 Depot Restaurant for the period of May 25, 2017 through June 16, 2017, in the amount of
24 \$34,910; and Be It Further
25

26 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County
27 Manager to enter into agreements and contracts, and execute change orders and
28 amendments to agreements in accordance with procurement policies and procedures,
29 provided the amounts are within the budget of the approved restaurant remodel project.

**1. AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER FOR THE
UNION DEPOT RESTAURANT (RRA000070)**

PART 1 AGREEMENT

1. DESIGN/BUILDER
2. OWNER
3. OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA
4. TIME
5. PAYMENTS
6. DISPUTE RESOLUTION -- MEDIATION AND ARBITRATION
7. BASIS OF COMPENSATION
8. OTHER CONDITIONS AND SERVICES

AGREEMENT is made

BETWEEN the Owner:

Ramsey County Regional Railroad Authority (RCRRA)
Union Depot, 214 4th Street East, Suite 200
Saint Paul, MN 55101

and the Design/Builder:

Kalcon, LLC
4829 Hamilton Lane
Minnetonka, MN 55345

For the following Project:

UNION DEPOT RESTAURANT, as described in the Owner's Request for Proposals ("RFP") #
RRA0000001030 – Design-Build Services for the Union Depot Restaurant including addenda.

The Design/Builder will provide services in two (2) phases:

Phase I: Programming, schematic design, design development and cost estimating leading to a
Guaranteed Maximum Price. See attached **Exhibit A** --Scope of Work, from the Owner's RFP #
RRA0000001030 – Design-Build Services for the Union Depot Restaurant, attached hereto and made a
part of this Part 1 Agreement.

Phase II: Balance of design, construction documents, bidding, construction services, and Project
closeout. See **Exhibit A** for descriptions of Phase II services. Phase II services will be provided using
the Design/Build delivery method.

The structural, mechanical, and electrical engineering services for the Services described in Article 1
of this Part 1 Agreement will be provided by the following persons or entities lawfully licensed to
practice architecture or engineering in the State of Minnesota, both of which shall be referred to as the
"Architect" in this Part 1 Agreement and the Part 2 Agreement with respect to their respective scopes.

Name and Address	Registration Number	Relationship to Design/Builder
Herzog Engineering, LLC, Minneapolis, MN	42392	Subcontractor
Foehringer Engineering, Minneapolis, MN	7218	Subcontractor
Laketown Electric, Waconia, MN	45810	Subcontractor

The Owner and the Design/Builder agree as set forth below.

TERMS AND CONDITIONS -- PART 1 AGREEMENT

ARTICLE 1 DESIGN/BUILDER

§ 1.1 SERVICES

§ 1.1.1 Programming, schematic design, design development, project scheduling and cost estimating leading to a Guaranteed Maximum Price for Phase II of the Project.

§ 1.2 RESPONSIBILITIES

§ 1.2.1 Design services required by this Part 1 Agreement shall be performed by qualified architects and other design professionals. The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design/Builder. Prior to the termination of the services of the Architect or any other design professional designated in this Part 1 Agreement, the Design/Builder shall identify to the Owner in writing another architect or design professional with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the Architect or other design professional whose services are being terminated. The Design/Builder shall be responsible for any additional costs associated with the other architectural or design professionals.

§ 1.2.2 The agreements between the Design/Builder and the persons or entities identified in this Part 1 Agreement, and any subsequent modifications, shall be in writing. These agreements, including financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner upon request.

§ 1.2.3 Construction budgets shall be prepared by qualified professionals, cost estimators or contractors retained by and acting in the interest of the Design/Builder.

§ 1.2.4 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees, subcontractors and their agents and employees, including the MEP and structural engineers, performing any portion of the Design/Builder's obligations under this Part 1 Agreement.

§ 1.2.5 If the Design/Builder believes or is advised by the Architect or by another design professional retained to provide services on the Project that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design/Builder shall notify the Owner in writing. Neither the Design/Builder nor the Architect shall be obligated to perform any act which either believes will violate any applicable law.

§ 1.2.6 Nothing contained in this Part 1 Agreement shall create a contractual relationship between the Owner and any person or entity other than the Design/Builder.

§ 1.2.7 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design professional practicing under similar conditions at the same time and locality of the Project.

§ 1.3 BASIC SERVICES

§ 1.3.1 The Design/Builder shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other, as described in **Exhibit A** and as identified herein.

§ 1.3.2 The Design/Builder shall visit the site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's program, schedule, and budget.

§ 1.3.3 The Design/Builder shall review laws applicable to design and construction of the Project, correlate such laws with the Owner's program requirements, and if the Design/Builder is aware of any violations, advise the Owner if any program requirement may cause a violation of such laws. Necessary changes to the Owner's program shall be accomplished by appropriate written modification or disclosed as described in Section 1.2.2.

§ 1.3.4 The Design/Builder shall support the Owner's efforts to submit, file, and obtain on behalf of the Owner: all easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program; and support the Owner's efforts to obtain the Conditional Use Permit, historic district reviews, and licensures needed for the Project.

§ 1.3.5 At the conclusion of the Phase I services, the Design/Builder shall submit to the Owner a Proposal, including the Design Development Documents; a statement of the proposed Guaranteed Maximum Price based on the Design Development Documents; a statement of the Small Business Enterprises ("SBE") utilization and labor goals for Phase II services that have been approved by the Owner; and a proposed schedule for Phase II Project Services that shows Substantial Completion of the Project no later than September 30, 2017. The Design Development Documents shall consist of drawings, outline specifications or other documents to a percentage completion that is adequate for the Design/Builder to submit a Guaranteed Maximum Price for Phase II of the Project. The Owner reserves the right to enter into a Part 2 Agreement with the Design/Builder; or to enter into a Part 2 Agreement with a third party if the Owner and the Design/Builder are unable to reach agreement on a Part 2 Agreement within a reasonable period of time after submission of the above-identified documents by the Design/Builder, as determined by the Owner.

§ 1.4 ADDITIONAL SERVICES

§ 1.4.1 The Additional Services described under this Section 1.4 shall be provided by the Design/Builder and paid for by the Owner only if authorized or confirmed in writing by the Owner.

§ 1.4.2 Making revisions in the final, Owner-approved Design Development Documents, budget or other documents when such revisions are:

- 1.4.2.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program, Project schedule or Project budget;
- 1.4.2.2 due to material changes required as a result of the Owner's failure to render decisions within the time periods specified in this Part 1 Agreement.

ARTICLE 2 OWNER

§ 2.1 RESPONSIBILITIES

§ 2.1.1 The Owner shall provide supplemental information in a timely manner regarding changes in the requirements for the Project as described in **Exhibit A**.

§ 2.1.2 The Owner designates Jean Krueger or designee as its representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Design/Builder in order to avoid unreasonable delay in the orderly and sequential progress of the Design/Builder's services. The Owner may obtain independent review of the documents by a separate architect, engineer, contractor,

or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Design/Builder's services.

§ 2.1.3 The Owner shall disclose, to the extent known to the Owner, the results and reports of prior tests, inspections or investigations conducted for the Project involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner shall disclose all information known to the Owner regarding the presence of pollutants at the Project's site.

§ 2.1.4 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Design/Builder's Applications for Payment, except in relation to any dispute between the parties.

§ 2.1.5 The Owner shall communicate with persons or entities employed or retained by the Design/Builder through the Design/Builder, unless otherwise directed by the Design/Builder.

§ 2.1.6 The Owner shall promptly obtain easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program. Owner shall obtain Conditional Use Permit as needed for the Project.

§ 2.1.7 The Owner shall provide all necessary access to the project site, including any easements, land rights, or other land agreements.

ARTICLE 3 OWNERSHIP AND USE OF ELECTRONIC DATA AND DOCUMENTS

§ 3.1

§ 3.1.1 The Owner owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works created under this Part 1 Agreement and for which the Design/Builder has received Final Payment. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire".

§ 3.1.2 "Electronic Data" means any and all items resulting from the use of any software program stored in digital format on hard disks, floppy disks, zip drives, CD-ROM discs, magnetic tapes of all types and kinds, microfiche, punched cards, punched tape, computer chips (including but not limited to EPROM, PROM, ROM and RAM of any kind) or in any other vehicle for digital data storage or transmittal, including labels appended to or associated with any physical storage device associated with each original and each copy.

§ 3.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, created or originated by the Design/Builder, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract that are actually provided to the Owner as deliverables, that are deliverables in draft form or still "in-progress", or that are expected to become part of the deliverables. "Works" includes "Documents". "Documents" are comprised of written and electronic forms of deliverables created under the terms of this Part 1 Agreement, and of Electronic Data including the originals of any data or databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Design/Builder, its employees, agents or subcontractors, in the performance of services under the terms of this Part 1 Agreement.

§ 3.1.4 The Documents actually provided to the Owner as Deliverables, that are Deliverables in draft form or still "in-progress", or that are expected to become part of the Deliverables will be the exclusive property of the Owner upon payment in accordance with the provisions of this Part 1 Agreement, and all such Documents must be immediately provided to the Owner by the Design/Builder upon termination of this Part 1 Agreement or upon request. For Deliverables in draft form or still "in-progress", or that are expected to become part of the Deliverables, "Final Payment" means payment of the cost for the services provided to create the Documents to the then-current stage of completion. The Design/Builder assigns all right, title, and interest it may have in the Work to the Owner for which it has received Final Payment.

§ 3.1.5 The Design/Builder must, at the request of the Owner, execute all reasonable papers and perform all other reasonable acts necessary to transfer or record the Owner's ownership interest in the Documents. The Documents shall be submitted to the Owner, upon request, prior to the Owner making Final Payment to the Design/Builder.

§ 3.1.6 Documents in electronic form shall be provided to the Owner in both native format and PDF. The Design/Builder may retain copies of the Documents only for purposes of performance under the terms of this Part 1 Agreement and for its records as part of the Project file and may not use any such Documents for any other purposes without the prior written consent of the Owner except that the Architect may reuse details and specifications contained in the Works and Documents which have been developed by the Architect as the Architect's standards for similar public projects.

§ 3.2 Whether or not the Part 2 Agreement is executed, the Owner shall have the right to use the drawings, specifications, and other documents and electronic data furnished by the Design/Builder without the written permission of the Design/Builder. Such use shall be at the Owner's risk.

ARTICLE 4 TIME

§ 4.1 Within ten (10) business days of execution of this Part 1 Agreement, the Design/Builder shall prepare a Project Schedule for the performance of the Basic Services, which shall not exceed the time limits contained in Exhibit A of this Part 1 Agreement; which allows for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project; and which shows completion of all services under this Part 1 Agreement no later than June 16, 2017, as provided in the Owner's Preliminary Project Schedule.

§ 4.2 If, as a result of Force Majeure, the Design/Builder's services under this Part 1 Agreement have not been completed by June 16, 2017, the parties shall mutually agree to either terminate this Part 1 Agreement or to execute a Change Order regarding changes in scope, schedule, and compensation, if any. Failure of the parties to execute a Change Order within ten (10) business days of the above-identified date shall result in automatic termination of this Part 1 Agreement.

§ 4.3 The Design/Builder shall immediately notify the Owner if it determines that it may not meet the June 16, 2017, completion date, and advise the Owner of actions it is and will undertake to complete the services within the project schedule so as to meet the June 16, 2017, deadline.

ARTICLE 5 PAYMENTS

§ 5.1 There will be no initial payment upon execution of this Part 1 Agreement.

§ 5.2 Payments for Basic Services, Additional Services, and Reimbursable Expenses provided for in this Part 1 Agreement shall be made monthly on the basis set forth in Article 7.

§ 5.3 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

§ 5.4 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 Design/Builder exceed the percentage of project completion, as determined by the Owner.

§ 5.5 Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

§ 5.6 Invoices shall show applicable Minnesota sales tax of 6.875% separately. Each invoice must include a progress report on achievement of project SBE and Workforce goals. No payment will be made until the invoice and progress report have been approved by the County.

§ 5.7 The Design/Builder may not submit invoices more than once a month.

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

§ 5.9 Surety Deposit Requirement for Non-Minnesota Construction Contractors

For any one contract where the anticipated contract value of the construction portion of the contract exceeds \$50,000, the department must withhold 8 percent from payments and send the money to the Minnesota Department of Revenue. The department will hold the funds as surety for the payment of state taxes owed as a result of the contract. For more information about this law, including exceptions to the withholding requirement, visit the [MN Department of Revenue](#) or [Withholding Tax Fact Sheet 12 -- Surety Deposits for Non-Minnesota Construction Contractors](#).

§ 5.10 Reimbursement of expenses will be made consistent with Owner policies. The Owner will reimburse only the actual cost of out of pocket expenses incurred for completion of the project. If reimbursement for travel is permitted, all airfare will first be authorized by the Owner 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.

ARTICLE 6 DISPUTE RESOLUTION -- MEDIATION AND ARBITRATION

§ 6.1 Claims, disputes or other matters in question between the parties to this Part 1 Agreement arising out of or relating to this Part 1 Agreement or breach thereof may be subject to and decided by mediation or arbitration only if agreed to in writing by both parties.

ARTICLE 7 BASIS OF COMPENSATION

The Owner shall compensate the Design/Builder in accordance with Article 5, Payments, and the other provisions of this Part 1 Agreement as described below.

§7.1 COMPENSATION FOR BASIC SERVICES

§7.1.1 FOR PHASE I BASIC SERVICES, compensation shall be as follows:

The Owner shall pay the Design/Builder a lump sum of \$34,910 for Phase I services. Phase II fees for the Design/Builder will be included in the GMP accepted by the Owner at the end of Phase I.

§ 7.1.2 PAYMENTS shall be as follows:

Invoices will be forwarded to the Owner by the 10th day of each month for services performed in the previous month. The Owner shall pay invoices (with no retainage), within thirty-five (35) calendar days of receipt of the invoice, provided, however, that the Owner's cumulative payments to the Design/Builder shall at no time exceed the percentage Project completion as determined by the Owner.

§ 7.2 COMPENSATION FOR ADDITIONAL SERVICES

§ 7.2.1 FOR ADDITIONAL SERVICES, compensation shall be as follows:

Design/Builder shall submit a change request before undertaking any work Design/Builder believes to be an Additional Service. The Design/Builder shall not perform Additional Services until the parties have executed a Change Order, including scope, schedule and compensation terms.

§ 7.3 REIMBURSABLE EXPENSES

§ 7.3.1 Owner will not reimburse Design/Builder for expenses. The lump sum identified in paragraph 7.1.1 shall be inclusive of all costs, expenses, and fees necessary to complete the Work.

ARTICLE 8 OTHER CONDITIONS AND SERVICES

§ 8.1 The Basic Services to be performed under this Part 1 Agreement shall be commenced within ten (10) business days of final execution of this Part 1 Agreement, and, subject to authorized adjustments and to delays not caused by the Design/Builder, shall be completed in accordance with the provisions of § 4.1 of this Part 1 Agreement. If the Design/Builder believes that a delay by the Owner in making a timely decision will result in an extension to the Design/Builder's completion date, then the Design/Builder shall notify the Owner and the parties shall agree on the impact, if any, to the Design/Builder's completion date.

§ 8.2 See **Exhibit A** for the Owner's Scope of Work.

§ 8.3 The Owner's General Terms and Conditions are attached hereto and made a part of this Part 1 Agreement as **Exhibit D**.

§ 8.4 It is the intention of the parties to execute a Part 2 Agreement for Phase II of this Project. However, if the parties are unable to agree on the Project scope and/or the Guaranteed Maximum Price for Phase II, the Owner reserves the right to terminate its relationship with the Design/Builder and seek an alternate relationship and/or seek alternate methods of construction. All documents, drawings, and specifications created under this Part 1 Agreement shall be the property of the Owner subject to the provisions of Article 3 of this Part 1 Agreement.

§ 8.5 The Owner and the Design/Builder will incorporate into the Part 2 Agreement activities regarding utilization of certified Small Business Enterprises and workforce diversity that build on the inclusiveness in contracting models developed and used on prior Owner projects, as a means of making a good faith effort towards achievement of the SBE utilization and labor goals determined pursuant to the provisions of paragraph 1.3.5 of this Part 1 Agreement.

§ 8.6 The Design/Builder will develop and incorporate into its services under this Part 1 Agreement sustainable architecture guidelines and specifications for Phase II of the Project, subject to approval by the Owner.

§ 8.7 This Part 1 Agreement includes the following:

Exhibit A --Scope of Work

Exhibit B --Not Used

Exhibit C -- Not Used

Exhibit D -- General Terms and Conditions

§ 8.8 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.

Owner: Jean Krueger
Ramsey County Regional Railroad Authority
Union Depot
214 4th Street East, Suite 200
Saint Paul, MN 55101

Design/Builder: David Kalogerson
Kalcon, LLC
4829 Hamilton Lane
Minnetonka, MN 55345

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

Exhibit A to the Part 1 Agreement

Scope of Work

The Design/Builder shall provide complete design/engineering services required for the remodel of approximately 6,800 square feet of restaurant space.

Basis of Design

Restaurant design/engineering shall be based on the proposed drawing set, which includes the proposed kitchen equipment layout, attached to the RFP.

The remodel of the Union Depot main floor and mezzanine restaurant will include a complete remodel of the kitchen; a new bar that is open to the Head House with a back bar that will allow for bottle and glass storage, with flat screen TVs and a view of the ticket windows, which will be restored to the historic color; a new stair and lift to the mezzanine; framing the mezzanine floor to one consistent elevation; the addition of a service bar on the mezzanine; and an update of the finishes and lighting in the mezzanine, paying respect to the historic nature of the building.

The final furnishings, finishes, flooring, and lighting selections for the restaurant space will be provided by RCRRA to the Design/Builder at the start of the Phase I services.

Phase I Services

1. Participate in a kickoff meeting at Union Depot with the Project Team to discuss Project goals and review the proposed drawing set.
2. Coordinate and participate in progress meetings as appropriate. Discuss revisions to proposed design for consideration in reducing cost or improving schedule for Phase II services. Identify any material or equipment lead times expected to be more than eight (8) weeks.
3. Prove a design of sufficient detail to arrive upon a Guaranteed Maximum Price for Phase II services.
4. Provide a detailed cost estimate for the Phase II services, which, if accepted by RCRRA, will become the basis of the Part 2 Agreement Guaranteed Maximum Price.

Phase II Services

1. Assist and participate with RCRRA's Project Team in any approval processes required by the City of St. Paul, State of Minnesota, and other permitting agencies having jurisdiction over the Project.
2. Provide coordination with RCRRA's Project Team for all interior design services including all interior finishes such as floor coverings, wall coverings, paint, and millwork.
3. Provide services to layout typical Furniture, Fixtures, and Equipment based on the concepts provided and as modified based on final selections and drawings. (Note: Furniture and kitchen equipment, as agreed upon completion of Phase I, will be provided by RCRRA for installation by Design/Builder.)
4. Provide full and complete design services for telephone and data distribution, including point of sale equipment and security system, as well as code compliant signage.
5. Prepare documents based on approved Phase I design services and consistent with the provisions of this RFP, including but not limited to, working drawings and specifications setting forth and describing the construction work to be done, the materials to be used, and the work and equipment required ("Construction Documents").
6. Conduct construction bidding services on the biddable subcontractor services and supplies, as determined by RCRRA. This task will include normalizing and comparing all bids. Bid opening(s) will be available to anyone desiring to attend, and shall be observed by a representative of RCRRA. Award subcontracts to the responsive and responsible bidders submitting the lowest price.
7. Provide construction administration services relating to schedule, cost, safety, and quality control.
8. Provide construction services as necessary to complete the Project safely, with highest levels of quality, and within approved budget and schedule. Secure all permits necessary to complete the work. Cost of permits shall be included in the GMP.

9. Provide close-out services, including but not limited to, obtaining final approvals from authorities having jurisdiction, verifying completion of punch-list, providing complete testing and commissioning of new equipment as appropriate, and providing training on new systems to RCRRA.
10. Provide complete document set to RCRRA in hard copy (2) and electronic copy (pdf). Documents include but are not limited to: as-built drawings and specification, operations and maintenance instructions, warranties, extended manufacturer's warranties on all applicable equipment, effective from the date of substantial completion, and contact information for all appropriate contractors, vendors, suppliers, and manufacturers on the Project.
11. Repair or replace products that fail in workmanship within the warranty period. Failures shall be adjusted, repaired, or replaced at no additional cost or reduction in service to RCRRA.
12. Time is of the essence. Phase II services shall be completed in accordance with the schedule developed in Phase I.

Exhibit D to the Part 1 Agreement

General Terms and Conditions

Note: For Purposes of this Exhibit D, the term "Contractor" shall mean "Design/Builder" and the term "RCRRA" shall mean "Owner" as those terms are defined in the Part 1 Agreement.

1. Independent Contractor

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

2. Successors, Subcontracting and Assignment

2.1.

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

2.2.

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

3. Compliance with Legal Requirements

3.1.

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

3.2.

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

3.3.

Prior to entering into a contract with Ramsey County Regional Railroad Authority, a domestic corporation must submit a Certificate of Good Standing issued by the Minnesota Secretary of State's office pursuant to Minn. Stat. §5.12, and a foreign corporation must submit a Certificate of Authority issued by the Minnesota Secretary of State's Office pursuant to Minn. Stat. §303.03. The Contractor shall maintain a Certificate of Good Standing or a Certificate of Authority, as applicable, and shall submit the Certificate upon request by the Owner, throughout the term of the agreement and including amendments to renew as and if allowed by the contract.

4. Data Practices

4.1.

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.

4.2.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which Owner data is contained or which are used to access Owner data in the course of providing

services under this Agreement. Access to Owner data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services are provided, at the end of the Project all Owner data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the Owner written verification that the data has been purged.

5. Security

5.1.

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.

5.2.

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

5.3.

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.

5.4.

The Owner retains the right to inspect and review the Contractor's operations for potential risks to Owner 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.

5.5.

All Owner data and intellectual property stored in the Contractor's system is the exclusive property of the Owner.

6. Indemnification

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

7. Contractor's Insurance

7.1.

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.

7.2.

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

7.2.1

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.

7.2.2.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

7.2.3

Ramsey County Regional Railroad Authority, Ramsey County, and their officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

7.2.4

Professional liability of no less than \$1,000,000 per claim and \$2,000,000 aggregate limit.

7.2.5

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.

7.3.

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

7.4.

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.

7.5.

If the Contractor is driving on behalf of the Owner 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.

7.6.

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.

7.7.

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-.

7.8.

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

7.9.

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

7.10.

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

8. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the Owner, the State Auditor, or the Owner'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.

9. Non-Conforming Services

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

10. Setoff

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

11. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the Owner. 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.

12. 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.

13. 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.

14. 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 Ramsey County Regional Railroad Authority Board. The Owner may immediately terminate this Agreement if the funding for the Design-Build Services for the Union Depot Restaurant is no longer available or is not appropriated by the Ramsey County Regional Railroad Authority Board. Upon receipt of the Owner's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the Owner.

15. Termination

15.1. Termination by the Owner

15.1.1.

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

15.1.2.

The Owner may terminate this Part 1 Agreement if the Contractor violates any material term or condition of this Part 1 Agreement or does not fulfill in a timely and proper manner its obligations under this Part 1 Agreement. In the event that the Owner exercises its right of termination under this Paragraph, it shall submit written notice to the Contractor and its surety, if any, specifying the reasons therefore. Termination shall be immediately effective upon the failure of the Contractor to cure the default within ten (10) business days of receipt of the notice of default. Upon termination, the Contractor shall take all actions necessary to discontinue further commitments of funds, and the Owner shall take possession of the site and of all materials and finish the Phase I Services by whatever method the Owner may deem expedient.

15.1.3.

The Owner may terminate this Part 1 Agreement without cause upon giving at least thirty (30) business days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in accordance with this Agreement up to and including the effective date of termination.

15.1.4.

This Part 1 Agreement may be terminated by the Owner upon immediate written notice to the Contractor in the event that the Project is abandoned. If such termination occurs, the Owner shall pay the Contractor for services completed and for proven loss sustained upon materials, equipment, tools, construction equipment and machinery.

15.1.5.

Any termination by the Owner shall be without prejudice to the rights of the Owner to pursue other remedies against the Contractor.

15.2. Termination by the Contractor

15.2.1.

If the Owner fails to make payment of undisputed amounts or otherwise violates any material term or condition of this Part 1 Agreement the Contractor may give written notice that the Contractor intends to terminate this Part 1 Agreement, giving the specific reasons therefore. Termination shall be immediately effective upon the failure of the Owner to cure the default within ten (10) business days of receipt of the notice of default. A good faith dispute by the Owner regarding the amount of payment and failure to pay disputed amounts, which is subject to the provisions of the Minnesota Prompt Payment Act, does not constitute grounds for termination by the Contractor under this paragraph.

16. Interpretation of Agreement; Venue

16.1.

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.

16.2.

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.

17. 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.

18. 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.

19. Title - Risk of Loss

19.1

Title to goods and/or all associated documentation shall pass to the Owner upon payment by the Owner for goods and/or associated documentation; or for construction projects, upon incorporation of the goods into the Project.

19.2

The Owner shall be relieved from all risks of loss or damage to goods, and/or all documentation prior to the time title passes to the Owner as described above. The Contractor shall not be responsible for loss or damage to goods and/or documentation occasioned by negligence of the Owner or its employees.

20. Submittals

No portion of the work requiring submission of a shop drawing, drawing, manufacturer's literature, test data or other information, or a sample shall be commenced until the submittal has been approved by the Owner.

21. Clean Up

The Contractor shall at all times keep Owner premises free from accumulation of waste materials or rubbish caused by its operations.

22. Lobbying

For all contracts involving over \$150,000 in federal funds, the Contractor must sign the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, attached to this RFP, and submit it as part of the proposal contents.

23. Safety Compliance

23.1

The Contractor and all subcontractors shall at all times during the performance of the Work under this Part 2 Agreement be and remain in compliance with and responsible for any conditions imposed upon the Owner by OSHA requirements.

23.2

A risk control program must be implemented on site during this project.

24. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the Owner 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.

The Ramsey County Regional Railroad Authority met in regular session at 10:16 AM with the following members present: Carter, McDonough, McGuire, Reinhardt, Rettman, and Chair-Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

1. ROLL CALL

2. Agenda of June 13, 2017 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 from May 23, 2017 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. Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County (Resolution R2017-18)

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 Counties Transit Improvement Board is a joint powers board established in 2008 between the counties of Anoka, Dakota, Hennepin Ramsey and Washington with a vision of a network of interconnected transitways that allow for safe and efficient movement while mitigating congestion, enhancing economic development and improving environmental stability for the region; and

WHEREAS, The Counties Transit Improvement Board has utilized a one-quarter percent sales and use tax and excise tax of \$20 per motor vehicle imposed by all five counties to invest in and advance a Program of Projects that details the investment strategy for proceeds from the taxes; and

WHEREAS, Ramsey County is served by the Green Line, Gold Line (Gateway Corridor), Rush Line Corridor and Riverview Corridor which are included in the Program of Projects; and

WHEREAS, The Counties Transit Improvement Board is in the process of dissolution and prior to dissolution its funding responsibilities for existing and planned transitways need to be transferred to a responsible funding party(ies); and

WHEREAS, The counties currently participating in CTIB that choose to no longer participate in CTIB may, following a public hearing, impose an up to one-half percent sales tax and an excise tax of \$20 per motor vehicle (Transportation Tax) for designated transportation purposes; and

WHEREAS, The plan adopted by the Ramsey County Board includes transitways serving Ramsey County (Green Line, Riverview Corridor, Gateway Corridor Gold Line, and Rush Line Corridor); and

WHEREAS, The Rush Line Corridor is completely within Ramsey County while the Green Line and Riverview Corridor are shared with Hennepin County and the Gold Line is shared with Washington County; and

WHEREAS, Ramsey County is the responsible funding party for the Rush Line Corridor; and

WHEREAS, Ramsey County and Hennepin County are the responsible funding parties for the Green Line and the Riverview Corridor; and

WHEREAS, Ramsey County and Washington County are the responsible funding parties for the Gold Line; and

WHEREAS, In addition to funding provided by the responsible parties and the federal government, regional railroad authority(ies) still need to provide a portion of a transitway's capital cost, and that portion is typically 10% of the cost; and

WHEREAS, A Joint and Cooperative Funding of Certain Transit Projects Agreement has been developed between Ramsey County, Ramsey County Regional Railroad Authority, Hennepin County and Hennepin County Regional Railroad Authority to clarify the funding responsibilities for each party related to capital costs and to operating costs; and

WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement provides for sharing of net operating costs of the Green Line through a 60% share of net operating costs assigned to Hennepin County and a 40% share assigned to Ramsey County, and provides for sharing of net operating costs of the Riverview Line through a 30% share of net operating costs assigned to Hennepin County and a 70% share assigned to Ramsey County. Net Operating Costs are defined as the Counties Transit Improvement Board share being assumed by counties pursuant to Counties Transit Improvement Board Resolution No. 32-2017; and

WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement provides for sharing of the regional railroad authorities' 10% capital cost commitment with Ramsey County

Regional Railroad Authority responsible for 70% of that 10% and Hennepin County Regional Railroad Authority responsible for 30% of that 10%; and

WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement provides for the sharing of the remaining portion of the Riverview Corridor cost not paid for by federal funds or regional railroad authority funds with 70% paid by Ramsey County and 30% paid by Hennepin County; and

WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement must be modified through mutually acceptable modifications if federal funding is less than 49% of the total capital cost of the Riverview Corridor, or if there are material changes in the development or funding of the six transitways as identified in the agreement; and

WHEREAS, On March 20, 2017, the Ramsey County Regional Railroad Authority approved Resolution R2017-11 approving the Joint and Cooperative Funding of Certain Transit Projects Agreement and Resolution R2017-10 specifying that Resolution R2017-11 is contingent on the other four counties in the Counties Transit Improvement Board voting to dissolve the Counties Transit Improvement Board by March 31, 2017, and the contingency was not timely satisfied; NOW THEREFORE BE IT

RESOLVED, The Ramsey County Regional Railroad Authority approves and executes the Joint and Cooperative Funding of Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County; and BE IT FURTHER

RESOLVED, This Resolution supersedes Resolution R2017-11.

5. Corridor Updates (Discussion can be found on archived video)

6. Adjournment

The meeting adjourned at 10:18 am.


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
June 13, 2017 – ROLL CALL

Call to Order: 10:16 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of June 13, 2017 is presented for approval

Moved: VR

Seconded: MM

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

3. Minutes from May 23, 2017 are presented for approval

Moved: TC

Seconded: MM

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

ADMINISTRATIVE ITEM

4. Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County

Moved:

JM

Seconded:

? TC

YEA

NAY

ABSENT

Blake Huffman

Jim McDonough

Mary Jo McGuire

Victoria Reinhardt

Janice Rettman

Toni Carter

Rafael Ortega

✓			
✓			
✓			
✓			
✓			
✓			

5. Corridor Updates

6. Adjournment

Meeting adjourned at 10:18 am.



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

AGENDA

Tuesday, June 13, 2017

Immediately following the County Board Meeting

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

1. ROLL CALL

2. R2017-39 Agenda of June 13, 2017 is Presented for Approval

Approve the Agenda of June 13, 2017.

3. R2017-40 Minutes from May 23, 2017 are Presented for Approval

Approve the minutes from May 23, 2017.

ADMINISTRATIVE ITEM

4. R2017-36 Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County

1. Approve and execute the Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County.
2. Authorize the Chair to execute the Agreement.
3. Adopt resolutions superseding R2017-11.

5. Corridor Updates

6. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-39

Committee: Regional Railroad Authority

Meeting Date: 6/13/2017

SUBJECT: Agenda of June 13, 2017 is Presented for Approval

REQUESTED ACTION

Approve the Agenda of June 13, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-40

Committee: Regional Railroad Authority

Meeting Date: 6/13/2017

SUBJECT: Minutes from May 23, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from May 23, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-36

Committee: Regional Railroad Authority

Meeting Date: 6/13/2017

SUBJECT: Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County

REQUESTED ACTION

1. Approve and execute the Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County.
2. Authorize the Chair to execute the Agreement.
3. Adopt resolutions superseding R2017-11.

EXECUTIVE SUMMARY

The Counties Transit Improvement Board (CTIB) is a joint powers board established in 2008 between the counties of Anoka, Dakota, Hennepin, Ramsey and Washington with a vision of a network of interconnected transitways that allow for safe and efficient movement while mitigating congestion, enhancing economic development and improving environmental stability for the region. CTIB has utilized a one-quarter percent sales and tax and an excise tax of \$20 per motor vehicle imposed by all five counties to invest in and advance regional transit projects. CTIB's Program of Projects Investment Strategy includes, but is not limited to, transitway projects and corridors in Ramsey County (Rush Line Corridor), and also within and serving Ramsey County and adjacent counties including Hennepin (Green Line and Riverview Corridor) and Washington (Gateway Corridor Gold Line).

CTIB is in the process of dissolution. The CTIB counties in their resolution of dissolution, CTIB Resolution #32-2017, stated their commitment to the vision of a network of transitways serving the CTIB counties area. Under Minnesota Statute Section 297A.993, the counties currently participating in CTIB that choose to no longer participate in CTIB may, following a public hearing, impose an up to one-half percent sales and use tax and an excise tax of \$20 per motor vehicle (Transportation Tax) for designated transportation purposes. The Ramsey County Board held a public hearing June 6, 2017, and has designated transportation projects, including transitway operating and capital costs, for funding with the Transportation Tax. The plan adopted by the Ramsey County Board includes transitways serving Ramsey County (Green Line, Riverview Corridor, Gateway Corridor Gold Line, and Rush Line Corridor).

The capital costs of transitways have previously been funded through a combination of revenue sources, including the federal government, CTIB, the individual counties or their regional railroad authorities, and the State of Minnesota. To provide funding for transitways that serve both Ramsey County and Hennepin County, the counties and their regional railroad authorities (Ramsey County Regional Railroad Authority (RCRRA) and Hennepin County Regional Railroad Authority (HCRRA)) have developed a Joint and Cooperative Funding for Certain Transit Projects Agreement for shared funding of the operating costs of the Green Line, and the capital and operating costs of Riverview Corridor. The regional railroad authorities are required to pay 10% of the capital costs.

The agreement provides for participation of RCRRA in the Riverview Corridor capital costs. RCRRA, HCRRA, Ramsey County and Hennepin County will share the portion of the capital costs not paid

Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional R

by the federal government. RCRRA and HCRRA will share the 10% regional railroad authorities' portion of the total capital costs – 70% by RCRRA and 30% by HCRRA. Ramsey County and Hennepin County will share the remaining portion, not paid by the federal government and not paid by RCRRA and HCRRA, in the same 70% Ramsey County and 30% Hennepin County proportion. The parties will also share project development and engineering costs in the same proportions. The agreement provides that if federal funding is less than 49% of the capital costs of the Riverview Corridor or if there are material changes in the development or funding of the six transitways identified in the agreement, the parties must come to a mutually acceptable modification of the agreement. In addition, the agreement also provides for sharing of net operating costs of the Green Line through a 60% share of net operating costs assigned to Hennepin County and a 40% share assigned to Ramsey County, and provides for sharing of net operating costs of the Riverview Line through a 30% share of net operating costs assigned to Hennepin County and a 70% share assigned to Ramsey County. Net Operating Costs are defined as the Counties Transit Improvement Board share being assumed by counties pursuant to CTIB Resolution No. 32-2017.

The parties' approval of the agreement is one of the several actions that must take place for the CTIB dissolution and imposition of the Transportation Tax to proceed.

In March, 2017, the Ramsey County Board approved resolutions for the dissolution of CTIB, designated transportation projects, including transitway operating and capital costs, for funding with the Transportation Tax and the imposition of the one-half cent sales tax and the Agreement with Hennepin County. The County Board resolutions of approval were made contingent on the other four CTIB counties voting to dissolve CTIB by March 31, 2017. RCRRA approved Resolution R2017-11 approving the Joint and Cooperative Funding for Certain Transit Projects Agreement on March 20, 2017 and Resolution R2017-10 specifying that Resolution R2017-11 is also contingent on the other four CTIB counties voting to dissolve CTIB by March 31, 2017. The contingency was not satisfied. The CTIB dissolution process is continuing and Resolution R2017-10 requires that future related actions return to the RCRRA for approval.

FISCAL IMPACT

Proceeds from the one-half percent sales tax and the \$20 per vehicle excise tax will be used to fund those portions of capital and operating costs for transitway projects that have previously been funded from CTIB and the state. RCRRA will be required to pay 10% of the capital costs for the projects from its property tax levy.

COUNTY MANAGER COMMENTS

RCRRA approval is required for the Joint and Cooperative Funding for Certain Transit Projects Agreement.

PREVIOUS ACTION

On March 20, 2017 the Ramsey County Regional Railroad Authority approved the Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County Regional Railroad Authority, Hennepin County, and Ramsey County (Resolution R2017-11).

On March 20, 2017 the Ramsey County Regional Railroad Authority approved specifying that Resolution R2017-11 is contingent on the other four CTIB counties voting to dissolve CTIB by March 31, 2017 (Resolution R2017-10).

ATTACHMENTS

1. Draft Resolution
2. Contract For Joint And Cooperative Funding of Certain Transit Projects

Draft Resolution

WHEREAS, The Counties Transit Improvement Board is a joint powers board established in 2008 between the counties of Anoka, Dakota, Hennepin Ramsey and Washington with a vision of a network of interconnected transitways that allow for safe and efficient movement while mitigating congestion, enhancing economic development and improving environmental stability for the region; and

WHEREAS, The Counties Transit Improvement Board has utilized a one-quarter percent sales and use tax and excise tax of \$20 per motor vehicle imposed by all five counties to invest in and advance a Program of Projects that details the investment strategy for proceeds from the taxes; and

WHEREAS, Ramsey County is served by the Green Line, Gold Line (Gateway Corridor), Rush Line Corridor and Riverview Corridor which are included in the Program of Projects; and

WHEREAS, The Counties Transit Improvement Board is in the process of dissolution and prior to dissolution its funding responsibilities for existing and planned transitways need to be transferred to a responsible funding party(ies); and

WHEREAS, The counties currently participating in CTIB that choose to no longer participate in CTIB may, following a public hearing, impose an up to one-half percent sales and use tax and an excise tax of \$20 per motor vehicle (Transportation Tax) for designated transportation purposes; and

WHEREAS, The plan adopted by the Ramsey County Board includes transitways serving Ramsey County (Green Line, Riverview Corridor, Gateway Corridor Gold Line, and Rush Line Corridor); and

WHEREAS, The Rush Line Corridor is completely within Ramsey County while the Green Line and Riverview Corridor are shared with Hennepin County and the Gold Line is shared with Washington County; and

WHEREAS, Ramsey County is the responsible funding party for the Rush Line Corridor; and

WHEREAS, Ramsey County and Hennepin County are the responsible funding parties for the Green Line and the Riverview Corridor; and

WHEREAS, Ramsey County and Washington County are the responsible funding parties for the Gold Line; and

WHEREAS, In addition to funding provided by the responsible parties and the federal government, regional railroad authority(ies) still need to provide a portion of a transitway's capital cost, and that portion is typically 10% of the cost; and

WHEREAS, A Joint and Cooperative Funding of Certain Transit Projects Agreement has been developed between Ramsey County, Ramsey County Regional Railroad Authority, Hennepin County and Hennepin County Regional Railroad Authority to clarify the funding responsibilities for each party related to capital costs and to operating costs; and

52 WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement
53 provides for sharing of net operating costs of the Green Line through a 60% share of net
54 operating costs assigned to Hennepin County and a 40% share assigned to Ramsey County,
55 and provides for sharing of net operating costs of the Riverview Line through a 30% share of net
56 operating costs assigned to Hennepin County and a 70% share assigned to Ramsey County.
57 Net Operating Costs are defined as the Counties Transit Improvement Board share being
58 assumed by counties pursuant to Counties Transit Improvement Board Resolution No. 32-2017;
59 and
60

61 WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement
62 provides for sharing of the regional railroad authorities' 10% capital cost commitment with
63 Ramsey County Regional Railroad Authority responsible for 70% of that 10% and Hennepin
64 County Regional Railroad Authority responsible for 30% of that 10%; and
65

66 WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement
67 provides for the sharing of the remaining portion of the Riverview Corridor cost not paid for by
68 federal funds or regional railroad authority funds with 70% paid by Ramsey County and 30%
69 paid by Hennepin County; and
70

71 WHEREAS, The Joint and Cooperative Funding of Certain Transit Projects Agreement
72 must be modified through mutually acceptable modifications if federal funding is less than 49%
73 of the total capital cost of the Riverview Corridor, or if there are material changes in the
74 development or funding of the six transitways identified in the agreement; and
75

76 WHEREAS, On March 20, 2017, the Ramsey County Regional Railroad Authority
77 approved Resolution R2017-11 approving the Joint and Cooperative Funding of Certain Transit
78 Projects Agreement and Resolution R2017-10 specifying that Resolution R2017-11 is
79 contingent on the other four counties in the Counties Transit Improvement Board voting to
80 dissolve the Counties Transit Improvement Board by March 31, 2017, and the contingency was
81 not timely satisfied; NOW THEREFORE BE IT
82

83 RESOLVED, The Ramsey County Regional Railroad Authority approves and executes
84 the Joint and Cooperative Funding of Certain Transit Projects Agreement with Hennepin County
85 Regional Railroad Authority, Hennepin County, and Ramsey County; and Be It Further
86

87 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
88 execute the Agreement; and Be It Further
89

90 RESOLVED, This Resolution supersedes Resolution R2017-11.

CONTRACT FOR JOINT AND COOPERATIVE FUNDING OF CERTAIN TRANSIT PROJECTS

THIS JOINT POWERS AGREEMENT is entered into by and between the county of Hennepin, the county of Ramsey, the Hennepin County Regional Railroad Authority and the Ramsey County Regional Railroad Authority, individually a "Party," or collectively the "Parties," by and through their respective governing bodies pursuant to the authority contained in Minnesota Statutes Sections 471.59 and 297A.993 and any other applicable law. This Agreement shall be effective on the latter of (1) execution by all parties, or (2) such time as Hennepin County and Ramsey County are no longer participating in the Counties Transit Improvement Board, and shall continue until terminated as provided herein.

RECITALS

WHEREAS, the Minnesota Legislature has, by Minnesota Statutes Section 297A.993 (the "Act"), authorized counties to impose up to a one-half percent sales and use tax, and an excise tax of \$20 per motor vehicle purchased or acquired from any person engaged in the business of selling motor vehicles at retail ("Sales Tax"); and

WHEREAS, the Act further authorizes two or more counties to exercise their authority jointly under a contractual joint powers agreement; and

WHEREAS, the Parties are committed to the development of a system of transitways to better serve the residents and businesses of the Twin Cities Metropolitan Area and to efficiently move people and goods throughout the region, including the Lines To Be Constructed (as defined herein); and

WHEREAS, the Parties wish to collaborate or act jointly as provided herein; and

WHEREAS, the Parties acknowledge that the mutual promises and agreements in this Agreement require an enforceable long-term contractual commitment by each Party to the extent provided herein to assure that the Contractually Enforceable Project Obligations (as defined herein) are met, that appropriate financing can be obtained, and that projects will maximize eligibility for matching federal funds.

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to facilitate and ensure, through legally enforceable long-term contractual guarantees, funding by the Parties for the construction and/or operation of certain transitway improvements funded primarily by the Sales Tax, to the extent provided herein. In addition to matters specifically addressed herein, this Agreement authorizes such additional legally permissible joint or cooperative activities as the Parties may mutually deem useful or necessary in furtherance of the purposes

herein, including but not limited to project or fiscal oversight, sharing of information, sharing of staff, services or technology, coordinated or combined grant agreements, retention of consultants, and advocacy efforts.

ARTICLE II. DEFINITIONS

The following definitions shall apply to this Agreement:

"Agreement" shall mean this contract.

"Blue Line Extension" shall mean the extension of a light rail transit ("LRT") line known as the METRO Blue Line. The extension will run from Target Field Station in downtown Minneapolis through the cities of Minneapolis, Golden Valley, Robbinsdale, Crystal, and Brooklyn Park along a route defined in the Record of Decision of the Federal Transit Administration approving the Final Environmental Impact Statement.

"Contractually Enforceable Project Obligations" shall mean the obligations contractually enforceable by this Agreement for (1) Hennepin County to pay the Hennepin County Share of Net Operating Costs; (2) Hennepin County to pay the Hennepin County Share of Riverview Project Capital Costs; (3) HCRRA to pay the HCRRA Share of Riverview Project Capital Costs; (4) Ramsey County to pay the Ramsey County Share of Net Operating Costs; (5) Ramsey County to pay the Ramsey County Share of Riverview Project Capital Costs; and (6) RCRRRA to pay the RCRRRA Share of Riverview Project Capital Costs. The obligations shall be among and between only the Parties hereto, and shall be enforceable only by the Parties.

"Counties Transit Improvement Board" shall mean that joint powers board established pursuant to Minnesota Statutes Section 297A.992.

"FTA" shall mean the Federal Transit Administration, or any successor or substitute entity with responsibility or authority for providing Federal funding for transit lines.

"Gateway Corridor" shall mean that certain transitway project commonly referred to as the Gateway Corridor, also referred to as METRO Gold Line, that is currently anticipated to run next to Interstate 94 for 9 miles between the Union Depot in downtown Saint Paul and the cities of Maplewood, Landfall, Oakdale and Woodbury in Washington County, as the mode and route continue to be studied and finalized through environmental review and approvals.

"Green Line" shall mean the light rail transit line currently operated by the Metropolitan Council between the Union Depot in St. Paul and Target Field Station in Minneapolis.

"Green Line Extension" shall mean the extension of the Green Line. The extension will run from Target Field in downtown Minneapolis through the cities of Minneapolis, St. Louis Park, Hopkins, Minnetonka, and Eden Prairie along a route defined in the Record of Decision of the Federal Transit Administration approving the Final Environmental Impact Statement.

"Hennepin County" or "Hennepin" shall mean the County of Hennepin, a county established under and governed by the laws of the State of Minnesota.

"Hennepin County Regional Railroad Authority" or "HCRRA" shall mean the regional railroad authority in Hennepin County established pursuant to Minnesota Statutes Chapter 398A.

"Hennepin County Share of Net Operating Costs" shall mean 60 percent of Net Operating Costs of the Green Line and 30 percent of Net Operating Costs of the Riverview Line. To the extent that Net Operating Costs cannot be reasonably segregated by lines, Hennepin County and Ramsey County agree to reach a formula that accurately reflects this proportional split.

"Hennepin County Share of Riverview Project Capital Costs" shall mean an aggregate 30 percent of 41 percent of the Riverview Project Capital Costs, including 30 percent of 80 percent of the Riverview Project Capital Costs contributed during the project development and engineering phases.

"HCRRA Share of Riverview Project Capital Costs" shall mean 30 percent of an aggregate 10 percent of the Riverview Project Capital Costs, including 30 percent of 20 percent of the Riverview Project Capital Costs contributed during the project development and engineering phases.

"Lines To Be Constructed" shall mean the Green Line Extension, the Blue Line Extension, the Riverview Line, the Orange Line, the Rush Line and the Gateway Corridor.

"Metropolitan Council" shall mean the entity established as a public corporation and political subdivision of the state by Chapter 473 of Minnesota Statutes, or any successor entity with responsibility for constructing or operating the Green Line and/or the Riverview Line.

"Net Operating Costs" shall mean the CTIB Share as defined in Exhibit A, which CTIB Share is being assumed by counties pursuant to CTIB Resolution No.32-2107. If Hennepin County and Ramsey County agree in writing with the Metropolitan Council on an alternative method of calculating Net Operating Costs or paying for Net Operating Costs, such alternative method shall prevail in lieu of the definitions herein.

"Orange Line" shall mean that certain proposed transitway project commonly referred to as the I-35W South BRT (METRO Orange Line) project which is a 17-mile highway BRT corridor between Minneapolis and Burnsville.

"Ramsey County" or "Ramsey" shall mean the County of Ramsey, a county established under and governed by the laws of the State of Minnesota.

"Ramsey County Regional Railroad Authority" or "RCRRA" shall mean the regional railroad authority in Ramsey County established pursuant to Minnesota Statutes Chapter 398A.

"Ramsey County Share of Net Operating Costs" shall mean 40 percent of the Net Operating Costs of the Green Line and 70 percent of the Net Operating Costs of the

Riverview Line. To the extent that Net Operating Costs cannot be reasonably segregated by lines, Hennepin County and Ramsey County agree to reach a formula that accurately reflects this proportional split.

"Ramsey County Share of Riverview Project Capital Costs" shall mean an aggregate 70 percent of 41 percent of the Riverview Project Capital Costs, including 70 percent of 80 percent of the Riverview Project Capital Costs contributed during the project development and engineering phases; provided that if the interest rate on debt incurred for such purposes exceeds 4.5 percent, Hennepin County shall reimburse Ramsey County on an annual basis for half of the marginal interest amount above 4.5 percent, and if the interest rate on debt incurred for such purposes is less than 4.5 percent, Ramsey County shall reimburse Hennepin County on an annual basis for half of the marginal amount below 4.5 percent.

"RCRRA Share of Riverview Project Capital Costs" shall mean an aggregate 70 percent of 10 percent of the Riverview Project Capital Costs, including 70 percent of 20 percent of the Riverview Project Capital Costs contributed during the project development and engineering phases.

"Riverview Line" shall mean the Riverview Project, once constructed and in revenue service.

"Riverview Project" shall mean the transit project that is currently anticipated to connect the Union Depot in Ramsey County to the Mall of America in Hennepin County, as the mode and route continue to be studied and finalized through environmental review and approvals.

"Riverview Project Capital Costs" shall mean those capital costs as defined by the Metropolitan Council and the FTA as necessary for (1) the project development and engineering phases of the Riverview Project, and for (2) the construction phase of the Riverview Project if the Riverview Project receives a full funding grant agreement from the FTA. If the FTA or other entity of appropriate jurisdiction changes the nomenclature for the phases of projects, the Parties will equitably adjust this Agreement to conform to the new phases.

"Rush Line" shall mean that certain transitway project commonly referred to as the Rush Line Corridor, that is currently anticipated to run on city streets, the Ramsey County Regional Railroad Authority owned corridor and Trunk Highway 61 between the Union Depot in downtown Saint Paul and the cities of Maplewood, Vadnais Heights, Gem Lake and White Bear Lake in Ramsey County, as the mode and route continue to be studied and finalized through environmental review and approvals.

"Sales Tax" means the sales and use tax, and an excise tax of \$20 per motor vehicle purchased or acquired from any person engaged in the business of selling motor vehicles at retail, authorized under Minnesota Statutes Section 297A.993.

ARTICLE III. OBLIGATIONS OF PARTIES

1. Except to the extent provided in Article III, Section 3, the Parties agree to timely meet the Contractually Enforceable Project Obligations. Notwithstanding any other provision of this Agreement, Hennepin County and HCRRA, and Ramsey

County and RCRRA, may in their sole discretion finance or meet each other's respective obligations.

2. Party Actions Necessary To Ensure Contractually Enforceable Project Obligations. Except to the extent provided in Article III, Section 3, the Parties agree to the following to ensure that the Contractually Enforceable Project Obligations are met:
 - (a) The Parties agree to timely execute and fulfill grant or other funding agreements with the Metropolitan Council through annual appropriations as are necessary to govern such payments.
 - (b) Hennepin County and Ramsey County agree to include, and continue the inclusion of, the Green Line, the Riverview Project and the Riverview Line in their respective Transportation Plans as provided in Minnesota Statutes Section 297A.993 until such time as their obligations under this Agreement for each are fulfilled or are revised by mutual agreement.
 - (c) Each Party agrees to impose and continue in effect the taxes necessary under Minnesota Statutes Section 297A.993 and Minnesota Statutes Chapter 398A to pay for its respective Contractually Enforceable Project Obligations unless the Party has provided assurances satisfactory to the other Parties of alternative funding for its performance of its Contractually Enforceable Project Obligations.
 - (d) The Parties agree to take such other actions as are necessary and appropriate to assure that they timely perform their respective Contractually Guaranteed Enforceable Obligations, including but not limited to issuing and servicing debt or other financial instruments as determined by such Party to be necessary to the fulfillment of its Contractually Enforceable Project Obligations.
3. (a) Events Triggering the Consideration of Adjustments. Without limiting the applicability of Article III, Section 3(b), the Parties understand and acknowledge that many factors that determine the funding of, and responsibility for, transit projects change over time due to changes in state or federal laws and regulations or other factors outside the control of the Parties. Without affecting the enforceability of the current terms of this Agreement, the Parties agree to meet as necessary, confer in good faith, and consider such mutually-acceptable adjustments as are necessary and appropriate to continue to achieve the purposes of this Agreement as provided in Article I and to perform their respective Contractually Enforceable Project Obligations.
 - (b) Events Triggering Requirement of Mutually Acceptable Modifications to Agreement. The Parties agree that the following events are each of such a substantial nature as to require the Parties to come to mutually acceptable modifications to the Agreement:
 - (1) a change to Minnesota Statutes 297A.993 or the taxing authority in Minnesota Statutes Chapter 398A, or their equivalent as such statutes may be amended, that materially affects the ability of one or more of the Parties to

raise revenues or finance such Party's Contractually Enforceable Project Obligations;

- (2) a material and persistent shortfall in forecasted revenues from the taxes imposed under Minnesota Statutes Section 297A.993;
- (3) failure of the FTA to provide a Full Funding Grant Agreement for any of the Lines To Be Constructed, or a material deviation from the expected federal share of capital costs, which expected federal share shall be: Green Line Extension – 50 percent; Blue Line Extension – 49 percent; Riverview Line – 49 percent; Orange Line – 50 percent; Rush Line – 50 percent; and Gateway Corridor – 45 percent;
- (4) failure to proceed with any of the Lines To Be Constructed, or if the mode as selected and finalized through the pre-project development process, environmental reviews and approval, or otherwise, is different than the following: Green Line Extension – rail; Blue Line Extension – rail; Riverview Line – rail; Orange Line – bus rapid transit; Rush Line – bus rapid transit; and Gateway Corridor – bus rapid transit.

ARTICLE IV. TERMINATION

This Agreement does not terminate until such time as all of the Contractually Enforceable Project Obligations are fulfilled to the extent provided herein, or as the Parties may mutually agree. Termination shall not discharge any liability incurred by the Parties to each other under this Agreement during the term of this Agreement except as the Parties may mutually agree.

ARTICLE V. NOTICES

For purposes of delivery of any notices to the Parties hereunder, the notice shall be effective if delivered in writing to:

Hennepin County:

County Administrator
A2300 Hennepin County Government Center
300 South 6th Street Minneapolis, MN 55487

With a copy to:

Director, Community Works
701 Fourth Avenue S, Suite 400
Minneapolis, MN 55415

HCRRA:

Executive Director of HCRRA
A2300 Hennepin County Government Center
300 South 6th Street Minneapolis, MN 55487

With a copy to:

Director, Community Works
701 Fourth Avenue S, Suite 400
Minneapolis, MN 55415

Ramsey County:

County Manager
15 Kellogg Boulevard W, Suite 250
St. Paul, MN 55102

RCRRA:

Director
Union Depot, Suite 200
214 4th Street East
St. Paul, MN 55101

ARTICLE VI. MISCELLANEOUS

1. **Recitals.** The recitals at the beginning of this Agreement are incorporated into the Agreement's terms as if fully set forth herein.
2. **Liability.** Each Party agrees that it will be responsible for its own acts and omissions, the acts and omissions of its commissioners, officers and employees and any liability resulting therefrom to the extent authorized by law. No Party shall be responsible for the acts of the other Parties and the results thereof. Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No Party shall hold itself out contrary to the terms of this Agreement and no Party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein.
3. **Successors and Assigns.** Each Party binds itself, its partners, successors, assigns and legal representatives to the other Party for all covenants, agreements and obligations contained in this Agreement; provided further that no Party may assign this Agreement without the prior written consent of the other Parties.
4. **Non-Waiver.** One or more waivers by one Party of any provision, term, condition or covenant of this Agreement shall not be construed by any other Party as a waiver of a subsequent breach of the same by any other Party, or as a waiver of any other provision of this Agreement.
5. **Governing Law.** This Agreement is entered into under the laws of the State of Minnesota and federal laws, and shall be interpreted in accordance with those laws.
6. **Amendments.** This Agreement may be amended only by unanimous agreement of the Parties as evidenced by resolutions adopted by their respective governing bodies.
7. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
8. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement unless such severance would manifestly interfere with the intent of the Parties such that one or more Parties is inequitably left with obligations inconsistent with the Parties' intent.
9. **Entire Agreement.** With respect to the matters covered herein, this Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements relating to the matters covered herein.

10. Alternative Dispute Resolution In the event of a dispute arising under this Agreement, the Parties agree to attempt to resolve the dispute by following the process described below:

A. A Party shall provide written notice to the other Parties describing the perceived conflict, positions and underlying reasons.

B. The other Parties shall provide written response to the notice within 7 days of receipt of notice.

C. The Parties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution or a comparable office as mutually agreed by the Parties. Costs of such facilitator shall be shared equally by all parties to the dispute.

D. At the first meeting, the neutral facilitator will assist the parties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation or arbitration.

E. In developing the process, the Parties will be guided by the following principles:

1) The Parties will attempt in good faith to reach a negotiated settlement.

2) The Parties agree that there must be fair representation of the parties directly involved in the dispute.

3) The Parties will use legal proceedings as a last resort.

4) In the event the Parties are unable to resolve the dispute, each Party retains all rights, remedies (including specific performance) or defenses it had prior to entering the process, except that each Party shall be responsible for its own attorney's fees and costs.

The remainder of this page is intentionally left blank.

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

HENNEPIN COUNTY

Reviewed by the County
Attorney's Office

Date: _____

Chair:

Date: _____

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

Reviewed by the County
Attorney's Office

Date: _____

Chair:

Date: _____

RAMSEY COUNTY, MINNESOTA

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

Date: _____

Janet Guthrie, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval recommended

Heather Worthington
Deputy County Manager

Date: _____

Approved as to form

Assistant Ramsey County Attorney

Date: _____

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

Rafael E. Ortega, Chair

Date: _____

Approval recommended

Heather Worthington, Interim Director

Date: _____

Approved as to form

Assistant Ramsey County Attorney

Date: _____

EXHIBIT A

ESTABLISHING THE CTIB SHARE FOR TRANSITWAY OPERATING SUBSIDY

The Counties Transit Improvement Board (the "Board") has under consideration the dissolution of the joint powers agreement that is currently in place. A requirement of the Board's action on dissolution is to have its current funding commitments assumed by individual county members in whole or in part. Certain of the funding commitments provide payment by the Board of a share of the net operating cost for the currently operating lines, including: Blue Line LRT, Green Line LRT, the Northstar Commuter Rail, and the Red Line BRT. Funding commitments for future lines include: SWLRT, Bottineau LRT, and Orange Line BRT. This term sheet describes the provisions related to payment of the CTIB Share in 2018 and beyond for operating transitways, It will further provide the basis for establishing the CTIB Share for future lines when operations commence.

This Term Sheet is summary in nature and not intended to be a complete statement of the terms of the intended agreement/s among the parties. The parties to the agreement or agreements referred to in the Term Sheet include the Metropolitan Council as recipient of the funds described and the following counties:

Blue Line LRT	Hennepin County
Green Line LRT	Hennepin County & Ramsey County
Northstar Commuter Rail	Anoka County & Hennepin County

This term sheet acknowledges that the Metropolitan Council has agreed to pay 100 percent of the Net Operating Costs of the METRO Red Line BRT, and that there will be no agreement between Dakota County and the Metropolitan Council for the CTIB Share of those costs.

Term of Agreement

The agreement will apply to Net Operating Cost incurred beginning January 1, 2018 and ending December 31, 2022, and will automatically renew for consecutive five-year periods, as amended from time to time, unless otherwise agreed to by the parties or as provided for under "Termination" herein.

Definitions

Net Operating Cost, Operating Revenue and Operating Expense will have the same meaning as in the current Master Operations Funding Agreement. Relevant sections of the Master Operations Funding Agreement are reproduced below for ease of reference:

Net Operating Cost or Net Operating Costs shall be defined as the Operating Costs attributable by Council to a Grant Period less Operating Revenues. Net Operating Costs, defined herein and applicable to this Agreement, shall be derived in a manner consistent with the system of accountability agreed to by the Parties in this Agreement.

Operating Costs means the costs of operating a Transitway Service. This includes direct costs attributable to Transitway Service operations and indirect costs attributable to Transitway Service as follows:

- a. Federal A-87 Support Service Allocation: The Federal Transit Administration ('FTA') has established federal guidelines that allow support services that cannot be charged directly to be allocated between operating and capital operations per OMB Circular 122 Section A-87.
- b. Modal Allocation: The Metro Transit Modal Allocation is for joint operating expenses of Metro Transit that support both bus and rail operations, but not capital expenditures. These joint operating expenses are not included in the Federal A-87 Support Service Allocation per federal guidelines, as they only support operational needs.
- c. Metropolitan Council Allocation: The Metropolitan Council provides support services for all operations within the metropolitan Council. These support services are allocated to each Council Operating Unit.
- d. Contracted Services Overhead Allocation: The Metropolitan Transportation Services department supports contracted Transitway Service operations. These overhead costs are incurred for the administration of contracts with external providers. The parties agree that the definition of Operating Costs does not include life cycle capital replacement needs, including rolling stock.

Operating Revenue means revenues reasonably attributable or allocable to a Transitway Service for a Grant Period, including but not limited to:

- a. Revenues attributable by Council, in consultation with Board, to operation of Transitway Service, including but not limited to passenger fares, auxiliary revenue such as advertising, metropolitan Airports Commission Service Revenue, and other miscellaneous revenues such as interest income;
- b. Any and all federal funds or other applicable funding sources or revenues available to Council that are specifically designated for operation of Transitway Service;
- c. Any and all federal funds or other applicable funding sources or revenues allocated by Council, in consultation with Board, for operation of Transitway Service.

If significant specially designated revenues for operations of Transitway Service are received from the State Legislature, the Parties agree to meet and determine the impacts on Operating Revenues and Net Operating Costs.

Proportionate Share of Shared Use Facility Costs means the allocation of Operating Costs of major shared use transitway station facilities, including park and ride facilities that serve express bus routes, according to the following methodologies:

- a. For Rail/Bus Shared Use Facilities: Operating Costs shall be allocated to each respective mode using a weighted formula, with a 50 percent weight given to ridership for each route using the facility, and a 50 percent weight given to the number of scheduled trips for each route using the facility.
- b. For BRT/Bus Shared Use Facilities: Operating Costs shall be allocated to each respective mode based on the number of scheduled trips for each route using the facility.

The Proportionate Share of Shared Use Facility Costs will be calculated for the 2018 Base Share amount, and then recalculated every three years on the facilities agreed to for each individual corridor.

Transitway Service means the operation of a light rail transit, commuter rail transit, or bus rapid transit line, currently including the Hiawatha light rail transitway (operating as

the METRO Blue Line), the Central Corridor light rail transitway (operating as the METRO Green Line), the Northstar commuter rail transitway. Transitway Service does not include the operation of Arterial bus rapid transit, regular route bus, express bus, Metro Mobility or any other transit services.

Supplanting Prohibited

Funds provided under the agreement or agreements must supplement, and not supplant, state, federal or other sources of assistance available and such sources may not be diverted to maximize county contributions. Funds provided may only be used to pay Operating Costs of Transitway Service, and may not be used pay the cost of any non-Transitway Service directly or indirectly.

Source of Funding

Unless otherwise determined at the sole discretion of each county, the source of funding is taxes imposed under 297A.993. Payment in any year is subject to annual appropriation of each county.

CTIB Share

The CTIB Share of Operating Costs in any year will be the sum of the Base Share and the Non-Annual Share.

Base Share

The Base Share is for annual Operating Costs incurred for the normal day to day operations of Transitway Service. These costs can include:

- Labor and Benefits
- Contracted Services including Professional and Technical Services
- Materials, Parts and Supplies including Fuel, Repair Parts and Repair Supplies
- Other Expenses including Utilities, Insurance, Leases and Rentals, Advertising, Training
- Allocated Expenses including Modal Allocations, A-87 Federal Allocations, Metropolitan Council Allocations, Contracted Service Allocations

The CTIB Base Share will be the following amounts in 2018, increased by 3.15% in each year thereafter, unless adjusted from time to time as specified herein.

METRO Blue Line/Green Line LRT*	\$ 25,051,223	[placeholder]
Northstar Commuter Rail	\$ 7,127,181	

*Note: The LRT Base Share will be adjusted to account for the Proportionate Share of Shared Use Facility Costs at the Mall of America Station.

Non-Annual Share

Some Operating Costs do not occur annually, but rather are scheduled programs that are necessary to maintain the normal operation of the Transitway Service. An amount for non-annual Operating Costs (the "Non-Annual Share") will be included in the annual CTIB Share and accounted for separately. These costs can include:

- Labor Training costs for Rail Overhaul Programs
- Rail Grinding Program
- Station Rehabilitation Programs – BRT or Rail
- Tile Grouting

The Non-Annual Share will be the following amounts in 2018, increased by 3.15% in each year thereafter, unless adjusted from time to time as specified herein.

METRO LRT Operations	\$ 750,000	
Northstar Commuter Rail		\$ 150,000

Expenditure of amounts on deposit in the account for the Non-Annual Share will be subject to review and reconciliation by the contributing counties and specifically budgeted as such by Metropolitan Council prior to the expenditure. In the event amounts on deposit in the account for the Non-Annual Share accumulate to an amount in excess of twice the annual contribution amount at the end of any given year, the amount of such excess will be distributed back to the county, or proportionately to the counties, that provided funding for the year just ended. In the event, there is a scheduled, non-annual Operating Cost planned for a Transitway Service that exceeds the yearly contribution amount for the Non-Annual Share, the parties agree to discuss a potential adjustment to the Non-Annual Share.

Annual True-up of Base Share

Year-End Operations and Financial Report. On or about July 15 of each year, Council shall present to County/ies for its review and comment an audited year-end operations and financial report ("Year-end Operations and Financial Report") for the prior calendar year. This prior year audited Year-end Operations and Financial Report will be presented on or about July 15th of each subsequent calendar year and will include variances for actual versus budget revenue and expense financial results.

Reconciliation/Surplus Monies. Within thirty (30) days of publication of Council's annual Certified Financial Report, any surplus moneys provided to Council by County/ies for Transitway Services and any interest earnings generated by County's/ies' contribution to Council of funds shall be returned to County/ies in proportion to the contributions of County/ies upon completion of operations authorized by an Operating Agreement. If the Operating Agreement is terminated for any reason and any balance remains after all operating costs are paid, said balance will be owed to County/ies within thirty (30) days of publication of Council's annual Certified Financial Report.

Manner of Payment

Each calendar year beginning January 1, 2018, the Metropolitan Council shall invoice the counties on a quarterly basis, and the counties shall make equal quarterly payments in February, May, August, and November.

Separate Accounts

Payments received as and expenses charged against the Base Share will be accounted for separately from payments received as and expenses charged against the Non-Annual Share.

Budgeting and Reporting

The agreement or agreements may include budgeting and reporting information similar to that described in the Master Operating Agreement Section 5, or as agreed to by the parties. The parties agree to meet at least annually to review the annual budget and expenditures of the Base Share and the Non-Annual Share.

Service Levels

The Metropolitan Council will not make decisions about material service changes and frequency levels without due regard for, and the timely involvement (at least 60 days) of, the counties paying for the operating subsidies for such service.

Reopening Conditions

The intent of the parties is to provide a more streamlined, predictable method of providing the subsidy; however, all parties realize that there is no way to anticipate all future circumstances and agree that there may be a need to make adjustments from time to time. Any party may request consideration of specific circumstances; however, the following items will be cause for reopening terms of the agreement.

- a. A significant change to Operating Revenues, including but not limited to a fare increase.
- b. A material service change is proposed that results in 25% or more change in daily in-service hours of a Transitway Service.
- c. A new Transitway Service commences operations, for the purposes of establishing the Base Share and Non-Annual Share for the new Transitway Service.
- d. An extension to an existing Transitway Service or the addition of a new station on an existing Transitway Service.
- e. The Legislature modifies the Section 297A.993 sales tax base.
- f. An unforeseen circumstance occurs that results in significant on-going costs to the Transitway Service.

Termination of the Agreement

The agreement or agreements are subject to termination in the event:

- a. A transitway ceases to operate
- b. Legislature eliminates the Section 297A.993 sales tax or restricts its use to preclude payment under the agreement/s
- c. The parties agree to terminate the agreement

The Ramsey County Regional Railroad Authority met in regular session at 9:49 AM with the following members present: Huffman, McGuire, Reinhardt, Rettman, and Chair-Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

1. ROLL CALL

Commissioners	PRESENT	ABSENT
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 June 20, 2017 is Presented for Approval

VOTING

Motion by: Victoria Reinhardt

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			

3. Minutes from June 13, 2017 are Presented for Approval

VOTING

Motion by: Blake Huffman

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. **2017 Funding Commitment to the Minnesota High Speed Rail Commission (Resolution R2017-19)**

VOTING

Motion by: Janice Rettman

Second by: Blake Huffman

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

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

WHEREAS, the Midwest Regional Rail Initiative identified the corridor as the high speed connection between the Twin Cities and Chicago, and the Federal Railroad Administration designated the corridor as the Twin Cities to Chicago high-speed rail corridor, and

WHEREAS, Amtrak currently operates the Empire Builder long-distance passenger train on this route, between Chicago and Seattle, serving the Twin Cities, and

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

WHEREAS, Adoption of the Joint Powers Agreement created the Minnesota High Speed Rail Commission, whose purpose is to bring together its member Parties and cooperatively advocate for the construction and operation of an integrated rail transportation system within the corridor, and to support the analysis of passenger rail alternatives, environmental impacts and economic benefits to better advocate for an integrated rail transportation system; 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 Minnesota High Speed Rail Commission adopted its 2017 Work Plan and Budget of \$115,000 on September 1, 2017, and identified \$23,887, or 36.75%, as the Ramsey County Regional Railroad Authority's funding commitment; and

WHEREAS, The Minnesota High Speed Rail Commission's 2017 Work Plan and Budget identified the use of \$26,000 in unexpended previous year's appropriations to offset 2017 Financial Party funding commitments, reducing the Ramsey County Regional Railroad Authority's funding commitment by \$9,555 resulting in a total funding commitment of \$14,332; and

WHEREAS, The Commission's Bylaws require each Financial Party to approve its financial participation to the Minnesota High Speed Rail Commission; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby accepts the Minnesota High Speed Rail Commission's 2017 Work Plan and Budget; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves a payment of \$14,332 to the Minnesota High Speed Rail Commission as the Ramsey County Regional Railroad Authority funding commitment to the 2017 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.

5. Amendment to Agreement with Jones Lang LaSalle Americas, Inc. (JLL) for Property Management, Activation and Development Services at Union Depot (Resolution R2017-20)

VOTING

Motion by: Victoria Reinhardt

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 (RCRRA) completed the renovation of Union Depot as the Multi-Modal Transportation and Transit Hub for the region in 2012; and

WHEREAS, Union Depot provides a full complement of transportation services: Amtrak, Jefferson Lines, Greyhound, megabus.com, Metro Transit and MVTA buses, car sharing (ZipCar), car rental (Hertz) and parking – including electric vehicle charging; serves as a station for access to the Green Line light rail (LRT); and a tenant, Lowertown Bike Shop, provides retail, repair, and bike storage lockers; and

WHEREAS, Union Depot has become a premiere event venue for the community; and

WHEREAS, On July 24, 2012, the Ramsey County Regional Railroad Authority passed Resolution R2012-30 approving an Agreement with Jones Lang LaSalle Americas, Inc. (JLL) for property management, activation and development services at Union Depot through a Request for Proposals process; and

WHEREAS, The initial term of the Agreement expires December 31, 2017; and

WHEREAS, the Agreement includes one 5 year extension term; and

WHEREAS, Staff is requesting approval of an amendment to extend the term of the Agreement for the 5-year extension term and to incorporate language to conform the Agreement to the requirements of the General Obligation Bond Proceeds Grant Agreement between RCRRA and the Minnesota Department of Transportation relating to GO Bond funding used for renovations of Union Depot; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amendment to the Agreement with Jones Lang LaSalle Americas, Inc., 200 East Randolph Drive, Chicago, IL 60601, to extend the term of the Agreement for the period of January 1, 2018 to December 31, 2022, with a management fee amount of 4% of gross revenues with a monthly minimum of \$25,000 plus other service fees, and a monthly maximum of \$50,000, plus reimbursable expenses; and Be It Further

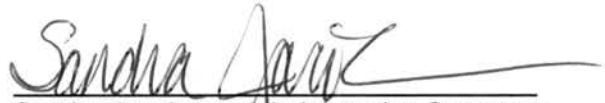
RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Amendment; and Be It Further

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

6. **Corridor Updates (Discussion can be found on archived video)**

7. **Adjournment**

The meeting adjourned at 9:52 am.


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
June 20, 2017 – ROLL CALL

Call to Order: 9:49 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of June 20, 2017 is presented for approval

Moved: VR

Seconded: BH

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

3. Minutes from June 13, 2017 are presented for approval

Moved: BH

Seconded: JR

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

ADMINISTRATIVE ITEMS

4. 2017 Funding Commitment to the Minnesota High Speed Rail Commission

Moved: JR

Seconded: BH

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

5. Amendment to Agreement with Jones Lang LaSalle Americas, Inc. (JLL) for Property Management, Activation and Development Services at Union Depot

Moved: VR

Seconded: BH

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

6. Corridor Updates

7. Adjournment

Meeting adjourned at 9:52 am.



Union Depot, Suite 200 | 214 4th Street E
St. Paul, Minnesota 55101 | (651) 266-2

AGENDA

Tuesday, June 20, 2017
Immediately following the County Board
Council Chambers – Third Floor Courthouse
15 W. Kellogg Blvd., St. Paul, MN

ORIGINAL

ORIGINAL

1. **ROLL CALL**

2. **R2017-41 Agenda of June 20, 2017 is Presented for Approval**

Approve the agenda of June 20, 2017.

3. **R2017-42 Minutes from June 13, 2017 are Presented for Approval**

Approve the minutes from June 13, 2017.

ADMINISTRATIVE ITEMS

4. **R2017-37 2017 Funding Commitment to the Minnesota High Speed Rail Commission**

1. Accept the Minnesota High Speed Rail Commission's 2017 budget.
2. Approve the payment of \$14,332 to the Minnesota High Speed Rail Commission as the Ramsey County Regional Railroad Authority funding commitment to the 2017 budget.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

5. **R2017-38 Amendment to Agreement with Jones Lang LaSalle Americas, Inc. (JLL) for Property Management, Activation and Development Services at Union Depot**

1. Approve the Amendment to the Agreement with Jones Lang LaSalle Americas, Inc., 200 East Randolph Drive, Chicago, IL 60601, to extend the term of the Agreement for the period of January 1, 2018 to December 31, 2022, with a management fee amount of 4% of gross revenues with a monthly minimum of \$25,000 plus other service fees, and a monthly maximum of \$50,000, plus reimbursable expenses.
2. Authorize the Chair to execute the Amendment.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

6. **Corridor Updates**

7. **Adjournment**



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

AGENDA

Tuesday, June 20, 2017

Immediately following the County Board Meeting

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

1. ROLL CALL

2. R2017-41 Agenda of June 20, 2017 is Presented for Approval

Approve the agenda of June 20, 2017.

3. R2017-42 Minutes from June 13, 2017 are Presented for Approval

Approve the minutes from June 13, 2017.

ADMINISTRATIVE ITEMS

4. R2017-37 2017 Funding Commitment to the Minnesota High Speed Rail Commission

1. Accept the Minnesota High Speed Rail Commission's 2017 budget.
2. Approve the payment of \$14,332 to the Minnesota High Speed Rail Commission as the Ramsey County Regional Railroad Authority funding commitment to the 2017 budget.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

5. R2017-38 Amendment to Agreement with Jones Lang LaSalle Americas, Inc. (JLL) for Property Management, Activation and Development Services at Union Depot

1. Approve the Amendment to the Agreement with Jones Lang LaSalle Americas, Inc., 200 East Randolph Drive, Chicago, IL 60601, to extend the term of the Agreement for the period of January 1, 2018 to December 31, 2022, with a management fee amount of 4% of gross revenues with a monthly minimum of \$25,000 plus other service fees, and a monthly maximum of \$50,000, plus reimbursable expenses.
2. Authorize the Chair to execute the Amendment.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

6. Corridor Updates

7. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-41

Committee: Regional Railroad Authority

Meeting Date: 6/20/2017

SUBJECT: Agenda of June 20, 2017 is Presented for Approval

REQUESTED ACTION

Approve the agenda of June 20, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-42

Committee: Regional Railroad Authority

Meeting Date: 6/20/2017

SUBJECT: Minutes from June 13, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from June 13, 2017.

ATTACHMENTS

1. Draft minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-37

Committee: Regional Railroad Authority

Meeting Date: 6/20/2017

SUBJECT: 2017 Funding Commitment to the Minnesota High Speed Rail Commission

REQUESTED ACTION

1. Accept the Minnesota High Speed Rail Commission's 2017 budget.
2. Approve the payment of \$14,332 to the Minnesota High Speed Rail Commission as the Ramsey County Regional Railroad Authority funding commitment to the 2017 budget.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

The Minnesota High Speed Rail Corridor begins at Union Depot in downtown St. Paul and travels southeast along the Canadian Pacific Railway track to La Crescent, MN, enters Wisconsin and continues to Milwaukee and Chicago. The Midwest Regional Rail Initiative identifies the corridor as the high speed connection between the Twin Cities and Chicago, and the Federal Railroad Administration designated it as the Twin Cities to Chicago high speed rail corridor in 2011. Amtrak uses the corridor for its Empire Builder passenger train between the Twin Cities and Chicago/Seattle.

The Ramsey County Regional Railroad Authority (RCRRA) adopted the Minnesota High Speed Rail Joint Powers Agreement (Agreement) on April 28, 2009. The Agreement was adopted by regional railroad authorities and cities along the corridor, creating the Minnesota High Speed Rail Commission (Commission). The Agreement was amended in 2016 to include the La Crosse Area Planning Committee, a Metropolitan Planning Organization, as a financial party member, and again in 2017 to update its membership list and funding formula. The purpose of the Commission is to bring together its member parties and cooperatively advocate for the construction and operation of an integrated rail transportation system within the corridor, and to support the analysis of passenger rail alternatives, environmental impacts and economic benefits to better advocate for an integrated rail transportation system.

RCRRA is a financial party to the Agreement and agreed to pay a portion of the Commission's yearly activities. The annual dues are based on a formula established in the Agreement that includes population, route mileage, passenger rail stations within the jurisdiction of each financial party member and a base amount shared equally among all financial party members. RCRRA serves as the Commission's fiscal agent.

The Commission adopted its 2017 Work Plan and Budget of \$115,000 on September 1, 2016. Within the budget, the Commission identified \$23,887 as RCRRA's 2017 funding commitment. The Commission will use \$26,000 in unexpected previous year's appropriations to offset 2017 funding commitments for all the financial party members. The offset reduces RCRRA's 2017 funding commitment by \$9,555, resulting in a total funding commitment of \$14,332. The Commission's Bylaws require that each financial party's funding commitment be approved by its respective board.

2017 Funding Commitment to the Minnesota High Speed Rail Commission

FISCAL IMPACT

RCRRA's financial contribution to the Commission for 2017 is \$14,332. Funding is available in RCRRA's 2017 operating budget.

COUNTY MANAGER COMMENTS

Approval of this payment of \$14,332 will allow the Commission to continue its work advocating for a second round trip passenger train and informing people about the high speed rail study between the Twin Cities and Chicago.

PREVIOUS ACTION

On August 16, 2016, Ramsey County Regional Railroad Authority approved a payment of \$15,795 to the Minnesota High Speed Rail Commission for its financial commitment to the 2016 Commission budget (Resolution R2016-16).

ATTACHMENTS

1. Draft Resolution
2. 2017 Final Commission Work Plan and Budget

Draft Resolution

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

WHEREAS, the Midwest Regional Rail Initiative identified the corridor as the high speed connection between the Twin Cities and Chicago, and the Federal Railroad Administration designated the corridor as the Twin Cities to Chicago high-speed rail corridor, and

WHEREAS, Amtrak currently operates the Empire Builder long-distance passenger train on this route, between Chicago and Seattle, serving the Twin Cities, and

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

WHEREAS, Adoption of the Joint Powers Agreement created the Minnesota High Speed Rail Commission, whose purpose is to bring together its member Parties and cooperatively advocate for the construction and operation of an integrated rail transportation system within the corridor, and to support the analysis of passenger rail alternatives, environmental impacts and economic benefits to better advocate for an integrated rail transportation system; 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 Minnesota High Speed Rail Commission adopted its 2017 Work Plan and Budget of \$115,000 on September 1, 2017, and identified \$23,887, or 36.75%, as the Ramsey County Regional Railroad Authority's funding commitment; and

WHEREAS, The Minnesota High Speed Rail Commission's 2017 Work Plan and Budget identified the use of \$26,000 in unexpended previous year's appropriations to offset 2017 Financial Party funding commitments, reducing the Ramsey County Regional Railroad Authority's funding commitment by \$9,555 resulting in a total funding commitment of \$14,332; and

WHEREAS, The Commission's Bylaws require each Financial Party to approve its financial participation to the Minnesota High Speed Rail Commission; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby accepts the Minnesota High Speed Rail Commission's 2017 Work Plan and Budget; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves a payment of \$14,332 to the Minnesota High Speed Rail Commission as the Ramsey County Regional Railroad Authority funding commitment to the 2017 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.

Minnesota High-Speed Rail Commission
2017 Work Plan and Budget

1. Passenger and Freight Rail Advocacy Activities

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

- Monitor the progress of high-speed rail activities in the United States and the Midwest.
- Monitor progress and offer guidance on high-speed rail studies involving the River Route.
- Monitor progress and offer guidance through the Technical Advisory Committee on the Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Service Phase 1 Study.
- Provide a means for public engagement and an outlet for public information about the Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Service Phase 1 Study.
- Monitor progress and offer guidance on freight rail studies involving the River Route.
- Coordinate with MnDOT on high-speed, passenger, and freight rail studies that impact the River Route.
- Coordinate with other interested parties on high-speed, passenger and freight rail improvements throughout the United States.
- Offer formal comments on high-speed rail studies and state and federal policy as needed.
- Work for the seamless integration of high-speed rail into the River Route's municipalities' comprehensive plans.
- Offer guidance and assistance to municipalities, MnDOT, Metropolitan Council, freight railroads, and others for the advancement of high-speed rail along the River Route.

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

2. Advocacy and Legislative Coordination

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

- Inform legislators about the benefits of high speed rail projects implemented in the United States.
- Inform legislators about the benefit of and need for high-speed rail service along the River Route.
- Inform legislators about the benefit of and need for increased freight rail capacity along the River Route.

- Advocate for increased funding to improve and expand the existing Amtrak passenger rail service along the River Route.
- Advocate for increased funding to improve freight rail infrastructure along the River Route.
- Coordinate legislative initiatives with impacted freight railroads, the Prairie Island Indian Community, the Counties Transit Improvement Board, MnDOT the Metropolitan Council, the La Crosse Area Planning Committee, Amtrak, other high-speed passenger rail corridors, and other impacted parties.
- Coordinate legislative initiatives with the Red Rock Corridor Commission for those initiatives that impact both corridors.
- Coordinate legislative initiatives with partner agencies for those initiatives that impact the River Route.
- Establish positions on state and federal legislative initiatives that affect the River Route.
- Encourage Minnesota and Wisconsin to continue advancing the Milwaukee to Twin Cities' portion of the Twin Cities to Chicago high-speed rail corridor through design and into construction.
- Provide a venue for public engagement for the Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Service Phase 1 Study.
- Host joint meetings and forums with high-speed rail advocates to encourage the implementation of high-speed rail along the River Route.
- Advocate for the continued analysis of high-speed rail along the River Route and work to strengthen the conclusions of the Minnesota State Rail Plan which identified the River Route as a priority high speed rail corridor.
- Advocate for a multimodal transportation system that improves mobility through connecting corridor communities without stations to each other and to communities with stations.
- Advocate for rail safety improvements including at-grade crossings and track upgrades.
- Advocate for increased passenger rail service between the Twin Cities and Chicago in addition to high-speed rail service.
- Seek membership in similar advocacy organizations such as the Midwest High Speed Rail Association and Go Rail.

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

3. Public Engagement

The Commission's public involvement activities will be developed to increase public awareness of high speed rail, high-speed rail along the River Route, the Commission, the larger Midwest Regional Rail Initiative, the importance of investing in high-speed rail and existing passenger rail service. These activities will be separate from, but coordinated with the MnDOT's public involvement activities related to the implementation of the completed Minnesota State Rail Plan, the ongoing Tier 1 Environmental Impact Statement for the Twin Cities to Milwaukee corridor and the Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Service Phase 1 Study. Specific Commission activities will include:

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

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

4. Management, Policy, and Administrative Activities

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

- Prepare and adopt the 2018 Work Plan and Budget.
- Review insurance needs and procure appropriate insurance.
- Provide Commission and staff administration.
- Manage Commission expenses.

Management, Policy, and Administrative Activities will be led by Commission staff. The deliverables will continue to be brought before the Commission for their approval.

2017 Expenditures

Expenditure Category	Amount
Advocacy and Legislative Coordination	
- Publications	\$2,000
- Materials	\$3,000
- Special Events/Mileage ¹	\$1,000
Subtotal	\$6,000
Public Communications Assistance	
- Implement HSRC Strategic Communications Plan (Jeff Dehler Public Relations)	\$37,000
Management/Administration	
- Materials	\$3,000
- Insurance	\$2,000
Subtotal	\$5,000
Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Phase 1 study	
- Contribution toward Phase 1 of the Study ²	\$50,000
Contingency	\$17,000
Total	\$115,000

¹ Travel to out of state events/conferences would be the responsibility of each individual member.

² The amount in the budget is an extension of the funding provided by the Commission in November 2015, and not an additional contribution.

Note: Multiple Financial Members currently have contracts with federal and state lobbyists. These lobbyists may provide federal and state lobbying services as an in kind contribution of the Financial Party members to the Commission.

2017 Revenue

Revenue Source		Amount
Federal Appropriations		\$0
Subtotal		\$0
State Appropriations		\$0
Subtotal		\$0
Regional Railroad Authority:		2017 Contribution
	Percentage ¹	
- Ramsey County	36.75%	\$23,887
- Dakota County	24.25%	\$15,762
- La Crosse Area Planning Committee	11.75%	\$7,637
- Winona County	11.25%	\$7,313
- Goodhue County	10.25%	\$6,663
- Wabasha County	5.75%	\$3,738
TOTAL	100%	\$65,000

¹ Per the Joint Powers Agreement (adopted 2009), the Financial Parties' contribution is based on the following formula: 50% based on the proportionate share of population among all Financial Parties; 10% based on the proportionate share of corridor mileage among all Financial Parties; 31% based on the location of existing or planned high speed and commuter rail stations within the Financial Parties' jurisdiction; and 9% allocated equally among the Financial Parties.

2017 Revenue

Revenue Source				Amount
Federal Appropriations				\$0
Subtotal				\$0
State Appropriations				\$0
Subtotal				\$0
Financial Party	Percentage	2017 Contribution	Offset ¹	Adjusted 2017 Contribution
- Ramsey County	36.75%	\$23,887	\$9,555	\$14,332
- Dakota County	24.25%	\$15,762	\$6,305	\$9,457
- La Crosse Area Planning Committee	11.75%	\$7,637	\$3,055	\$4,582
- Winona County	11.25%	\$7,313	\$2,925	\$4,388
- Goodhue County	10.25%	\$6,663	\$2,665	\$3,998
- Wabasha County	5.75%	\$3,738	\$1,495	\$2,243
TOTAL	100%	\$65,000	\$26,000	\$39,000

¹ Offset to reduce Financial Party contributions, applied proportionately to each Financial Party's percentage.

Fiscal Note: By the end of CY 2016, the Commission is expected to have approximately \$72,000 in unexpended previous year's appropriations. This amount includes \$50,000 encumbered for the Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Phase 1 Study.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-38

Committee: Regional Railroad Authority

Meeting Date: 6/20/2017

SUBJECT: Amendment to Agreement with Jones Lang LaSalle Americas, Inc. (JLL) for Property Management, Activation and Development Services at Union Depot

REQUESTED ACTION

1. Approve the Amendment to the Agreement with Jones Lang LaSalle Americas, Inc., 200 East Randolph Drive, Chicago, IL 60601, to extend the term of the Agreement for the period of January 1, 2018 to December 31, 2022, with a management fee amount of 4% of gross revenues with a monthly minimum of \$25,000 plus other service fees, and a monthly maximum of \$50,000, plus reimbursable expenses.
2. Authorize the Chair to execute the Amendment.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) completed renovation of Union Depot as the Multi-Modal Transportation and Transit Hub for the region in 2012. Union Depot provides a full complement of transportation services: Amtrak, Jefferson Lines, Greyhound, megabus.com, Metro Transit and MCTA buses, car sharing (ZipCar), car rental (Hertz) and parking – including electric vehicle charging. Union Depot serves as a station for access to the Green Line light rail (LRT) and a tenant, Lowertown Bike Shop, provides retail, repair, and bike storage lockers. Union Depot has become a premiere event venue for the community.

On July 24, 2012, RCRRA approved an Agreement with Jones Lang LaSalle Americas, Inc. (JLL) for property management activation and development services at Union Depot through a Request for Proposals process. The Agreement expires December 31, 2017 and provides RCRRA with an option to extend the Agreement for one 5-year extension term. Staff is requesting approval of an Amendment to extend the term of the Agreement for the additional 5-year extension term. The Amendment will also incorporate language to conform the Agreement to the requirements of the General Obligation Bond Proceeds Grant Agreement between RCRRA and the Minnesota Department of Transportation.

JLL is well positioned to continue the success of Union Depot by providing property management services to passengers, increasing event activities, and promoting Union Depot as a gathering space for residents and visitors. The momentum gained in the past three years, since the opening of the Amtrak passenger train service and the Green Line LRT, will be carried forward as JLL and RCRRA continue to achieve the vision for Union Depot as a destination for all.

FISCAL IMPACT

Funds for the property management, activation and development services are included in the Union Depot operating budget.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority approval is required for the execution of the Amendment with Jones Lang LaSalle Americas, Inc.

Amendment to Agreement with Jones Lang LaSalle Americas, Inc. (JLL) for Property Management, Activation

PREVIOUS ACTION

On July 24, 2012, RCRRRA authorized an agreement with Jones Lang LaSalle Americas, Inc. for property management, activation and development services at Union Depot with a management fee in the amount of 4% of gross revenues with a monthly minimum of \$25,000, plus reimbursable expenses (R2012-30).

On May 15, 2012, RCRRRA authorized the selection of Jones Lang LaSalle Americas, Inc. for property management, activation and development services at Union Depot and authorized staff to enter into negotiations and return to RCRRRA for approval of a final agreement (Resolution R12-23).

On November 22, 2011, RCRRRA approved the release of a Request for Proposals for Property Management Services at Union Depot (Resolution R11-43).

On November 22, 2011, RCRRRA approved the release of a Request for Qualifications for an activation and development partner for Union Depot (Resolution R11-44).

ATTACHMENTS

1. Draft Resolution
2. Amendment to Agreement with Jones Lang LaSalle Americas, Inc. (JLL) for Property Management, Activation and Development Services at Union Depot

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) completed the renovation of Union Depot as the Multi-Modal Transportation and Transit Hub for the region in 2012; and

WHEREAS, Union Depot provides a full complement of transportation services: Amtrak, Jefferson Lines, Greyhound, megabus.com, Metro Transit and MVTA buses, car sharing (ZipCar), car rental (Hertz) and parking – including electric vehicle charging; serves as a station for access to the Green Line light rail (LRT); and a tenant, Lowertown Bike Shop, provides retail, repair, and bike storage lockers; and

WHEREAS, Union Depot has become a premiere event venue for the community; and

WHEREAS, On July 24, 2012, the Ramsey County Regional Railroad Authority passed Resolution R2012-30 approving an Agreement with Jones Lang LaSalle Americas, Inc. (JLL) for property management, activation and development services at Union Depot through a Request for Proposals process; and

WHEREAS, The initial term of the Agreement expires December 31, 2017; and

WHEREAS, the Agreement includes one 5 year extension term; and

WHEREAS, Staff is requesting approval of an amendment to extend the term of the Agreement for the 5-year extension term and to incorporate language to conform the Agreement to the requirements of the General Obligation Bond Proceeds Grant Agreement between RCRRA and the Minnesota Department of Transportation relating to GO Bond funding used for renovations of Union Depot; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amendment to the Agreement with Jones Lang LaSalle Americas, Inc., 200 East Randolph Drive, Chicago, IL 60601, to extend the term of the Agreement for the period of January 1, 2018 to December 31, 2022, with a management fee amount of 4% of gross revenues with a monthly minimum of \$25,000 plus other service fees, and a monthly maximum of \$50,000, plus reimbursable expenses; 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 make all necessary budget adjustments including increasing estimated revenues and appropriations.

AMENDMENT AND EXTENSION OF PROPERTY MANAGEMENT AGREEMENT

THIS AMENDMENT AND EXTENSION OF PROPERTY MANAGEMENT AGREEMENT ("Amendment") is made as of the ____ day of June, 2017, and is by and between Ramsey County Regional Railroad Authority, a political subdivision of the state of Minnesota ("RCRRA" or "Owner"), and Jones Lang LaSalle Americas, Inc., a Maryland corporation ("Manager").

RECITALS

- A. Under the authority of Minnesota Statutes Chapter 398A, RCRRA has been given the authority to provide for the preservation and improvement of local rail services for agriculture, industry, or passenger traffic (the "Governmental Program").
- B. RCRRA has improved and operates the building and other improvements located at 214 4th Street East, St. Paul, Minnesota commonly known as "Union Depot" as a multi-modal transit and transportation hub in furtherance of and to conduct the Governmental Program.
- C. 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 \$9,767,500 (the "G.O. Grant"), which has been given to RCRRA (the "Public Entity") to assist in certain capital improvements and betterments located at Union Depot, as more particularly described and specified in the Amended and Restated Grant Agreement for Project No. 091-595-028 (the "Grant Agreement") dated November 10, 2011, and providing that RCRRA, 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.
- D. In furtherance of the Governmental Program, RCRRA, as Owner, and Manager entered into a Property Management, Activation and Development Agreement dated as of 27 July, 2012 (the "Agreement") for Manager to provide services regarding the operation and management of Union Depot as defined in the Agreement (the "Services"), to be performed in the manner provided in the Agreement and in accordance with the terms and conditions of the Agreement, including all exhibits and schedules thereto.
- E. The initial term of the Agreement ends December 31, 2017.
- F. The Agreement provides that RCRRA may extend the Agreement for one (1) five year extension term (the "Extension Term") by written notice to Manager.
- G. RCRRA and Manager desire and intend that the Agreement be extended for the period of the Extension Term subject to and conditioned upon the modifications set forth below in this Amendment.
- H. RCRRA and Manager also desire and intend that the Agreement be in furtherance of and conform to the applicable requirements for "Use Contracts" as defined and

provided for in the Grant Agreement, and to amend the Agreement to conform the Agreement to those requirements.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises in this Amendment and other good and valuable consideration, RCRRA and Manager agree as follows:

1. **Amendment**. The Agreement shall be amended as provided in this Amendment and the term "**Agreement**" shall mean the Agreement as amended by this Amendment.
2. **Recitals**. The Recitals set forth above are incorporated herein.
3. **Term**. The Agreement is hereby extended for the one (1) five year Extension Term commencing January 1, 2018 and ending December 31, 2022 (the "**Termination Date**"). The terms and conditions set forth in this Amendment shall be effective to modify the Agreement as of July 1, 2017 (the "**Effective Date**").
4. **Termination Without Cause**. Section 2.8, Termination Without Cause, is amended by replacing "RCRRA" in the second sentence with the word "Manager" to state: "In such event, Manager shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the Termination Date."
5. **Scope of Services**.
 - a. **Financial Management/Property Accounting**. Section 4.3(5)(a) of the Agreement, Financial Management/Property Accounting, is amended by inserting "or RCRRA approved alternate" after the words "JD Edwards" to state as follows: "Implement JD Edwards, or RCRRA approved alternate, accounting and reporting systems for RCRRA specific information needs."
 - b. **General Building and Property Operation and Maintenance**. Section 4.4(1), General Building and Property Operation and Maintenance, Janitorial Services, and Schedule 4, is amended by deleting from the 5th item of the Section entitled Personnel, the words "to include an FBI fingerprint check" to state as follows: "Shall pass a background check conducted by employer before being allowed to provide services; and".
 - c. **Railroad and Transportation Uses of Union Depot**. In furtherance of the Governmental Program, the Union Depot Site has been developed with railroad tracks (Terminal Tracks 1, 2, 3 and the Tail Track) and associated equipment, including, without limitation, track, bumpers, grade crossing panels, derails, switches, switch heaters, signals, signal bungalows, underground gas, electric and communications lines, and controls to enable use of the site for railroad passenger service. To use Union Depot for passenger railroad service, RCRRA must comply with requirements established by the Federal Railroad Administration (FRA). In connection with this use, RCRRA has obtained railroad operations insurance and entered into various agreements relating to railroad operations and

passenger service, including operation and maintenance agreements with Amtrak and operation and maintenance agreements with various freight railroad companies. These railroad related activities and agreements are referred to in this Amendment as the "Railroad Agreements and Uses". Without limiting the scope of the Services, as defined in the Agreement, RCRRA and Manager acknowledge and agree that RCRRA has and shall continue to enter into and undertake Railroad Agreements and Uses and exercise direct management of the Railroad Agreements and Uses. Manager is, and shall remain, responsible for general property management of the Platform Access and Train Deck, as provided in the Agreement, and must comply with the Union Depot On Track Safety Program when performing Services within the area of the train track and all parts of the Union Depot site. Manager shall coordinate its activities and the Services with RCRRA's management of the Railroad Agreements and Uses to assure the efficient operation of Union Depot. RCRRA and Manager will regularly communicate and coordinate their activities regarding the Railroad Agreements and Uses and the Services for the safe, efficient operation of Union Depot to serve users of Union Depot and shall make adjustments as needed.

6. **Compensation.** Section 13.1, Compensation, and Schedule 3, are modified to change the Management Fee, by deleting the Schedule 3 statement of the amount of the Management Fee and replacing it with the following:

The Management Fee shall be not less than \$25,000 each month, except that if Gross Revenue for the month exceeds \$625,000, the Management Fee shall be \$25,000 plus 4% of the amount by which Gross Revenue exceeds \$625,000, but in no event shall the monthly Management Fee exceed \$50,000.

Schedule 3 is also amended to include event agreements within the scope of Specialty Licensing Fees as follows: "15% of all specialty licensing and event revenues collected".

Schedule 3 is further amended to provide that for each year of the term (the twelve month period commencing on the Effective Date and each twelve month period thereafter commencing on each anniversary of the Effective Date), the cumulative total of all fees paid to Manager as provided in Schedule 3, exclusive of reimbursable expenses, that are in addition to the \$25,000 per month Management Fee shall not exceed \$300,000 for the twelve month period. The \$300,000 maximum shall be prorated on a daily basis if the Agreement terminates during a partial twelve month period, each twelve month period to commence on each anniversary date of the Effective Date.

7. **G.O. Grant.** The following is added to the Agreement as Sections 15.23, 15.24, and 15.25.

15.23. **G.O. Grant.** In furtherance of the Governmental Program, as defined in the Recitals of this Agreement, RCRRA received the G.O. Grant. The term "G.O. Bonds" means the portion of the state general obligation bonds issued 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, RCRRA and Manager 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.

15.24. Workforce Centers. Manager shall list any vacant or new positions it may have at Union Depot with the 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 subsequently be amended, modified or replaced from time to time, for the term of this Agreement.

15.25. Termination of the Governmental Program. During the term of the Grant Agreement, the following shall apply: this Agreement shall automatically and immediately terminate upon a termination of the Governmental Program or a change in the Governmental Program that no longer allows RCRRA to own or operate the Facility for the Governmental Program.

8. Exhibit A. The legal description of the Property in Exhibit A attached to the Agreement is deleted and replaced with the Exhibit A attached to this Amendment.

9. Affirmation of Agreement. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as modified by this Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect. In case of any inconsistency between the provisions of the Agreement and this Amendment, the latter provisions shall govern and control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

LANDLORD:

MANAGER:

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

JONES LANG LASALLE AMERICAS, INC.

Rafael E. Ortega, Chair

Kristin Mueller
Chief Operating Officer – Retail

Date: _____

Date: _____

Approval recommended:

Heather Worthington
Interim Director

Date: _____

Approved as to form:

By: _____
Assistant Ramsey County Attorney

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Head House Parcel

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

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

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

"Fit Parcel"

Lot 9, Block 1, St. Paul Union Depot

"Leone Parcel"

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

Post Office Parcel

Parcel A:

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

Line "A":

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

Line "B":

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

Parcel B:

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

Parcel C:

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

Beginning at the Southwesterly corner of Block 29 of the City of St. Paul; thence on a straight line with an assumed bearing of North 34 degrees, 36 minutes West along the Southwesterly line of said Block 29 to the Northwest corner of said Block 29; thence continue on said last described line bearing North 34 degrees, 36 minutes West for a distance of 7.37 feet to the Southeasterly

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

Parcel D:

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

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

Together with

Parcel E:

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

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29

a distance of 7.37 feet; thence North 55 degrees, 39 minutes 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 207.31 feet to the point of beginning of the line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58.00 feet, to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel F:

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

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

Together with

Parcel G:

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

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

And also together with

Parcel H:

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

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on an assumed bearing of North 34 degrees 57 minutes 06 seconds West along the Easterly line of said Lot 12 a distance of 72.52 feet to the point of beginning of the line to be described;

thence South 35 degrees 11 minutes 41 seconds West a distance of 80.43 feet; thence Southwesterly along a tangential curve concave to the Northwest having a radius of 760.99 feet, a central angle of 13 degrees 42 minutes 54 seconds for a distance of 182.16 feet to the Easterly line of said Jackson Street and said line there terminating.

Parcel I:

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

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

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

Together with

Parcel J:

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

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

HRA Parcel

SUBJECT TO CONSECO ROADWAY EASEMENT RESERVATION

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

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

minutes 05 seconds East along said northeasterly line of vacated Broadway Street and its extension southeasterly a distance of 397.11 feet to the point of beginning.

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

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

Surface Lot Parcel

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

Parcel 1- West Parcel

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

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

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

Parcel 2 - East Parcel

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

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

last described course is tangent, 261.40 feet, delta angle of 37 degrees 32 minutes 59 seconds, a long chord of 256.75 feet bears North 36 degrees 53 minutes 25 seconds East to a point of compound curve; thence Northerly along a curve to the left having a radius of 622.44 feet, delta angle of 27 degrees 44 minutes 23 seconds, a long chord of 298.42 feet bears North 4 degrees 14 minutes 42 seconds East a distance of 301.35 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 880.92 feet; thence South 34 degrees 07 minutes 49 seconds East 313.34 feet to the point of beginning, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

Abstract Property.

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