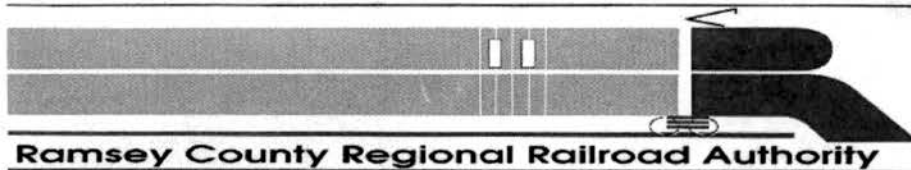




Ramsey County Regional Railroad Authority.
Records.

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6560 Ramsey County Government Center West
50 Kellogg Boulevard West
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

September 22, 2009

Immediately following the County Board Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the September 22, 2009 Board Meeting is presented for approval.

MINUTES of the September 8, 2009 Board Meeting is presented for approval.

POLICY AGENDA

- 1. Issue a Request for Proposals for federal intergovernmental relations consulting assistance.**

Board Action Requested:

Authorize staff to issue a Request for Proposals for federal intergovernmental relations consulting assistance, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance of Requests for Proposals and evaluation of proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a proposer.

- 2. Issue a Request for Proposals for state intergovernmental relations consulting assistance.**

Board Action Requested:

Authorize staff to issue a Request for Proposals for state intergovernmental relations consulting assistance, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance of Requests for Proposals and evaluation of proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a proposer.

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

September 8, 2009

The Ramsey County Regional Railroad Authority met in the Council Chambers, Third Floor Court House, with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0.

Chair McDonough called the meeting to order at 10:55 AM

AGENDA

Commissioner Parker moved approval of the Agenda of the September 8, 2009 Board Meeting, seconded by Commissioner Ortega. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0.

MINUTES

Commissioner Parker moved approval of the Minutes from the September 1, 2009 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0.

1. Presentation of the 2010-2011 Ramsey County Regional Railroad Authority Budget

Julie Kleinschmidt, Ramsey County Manager, presented the Ramsey County Regional Railroad Authority (RCRRA) proposed budget for 2010-2011. Ms. Kleinschmidt spoke of the RCRRA mission, which is to provide effective and efficient transit alternatives for Ramsey County and its surrounding regions. She also mentioned its goal of promoting multi-modal transit and transportation solutions that effectively serve its citizens. She said the RCRRA advocates for, coordinates, funds, plans and implements transit for county residents and businesses. It is working to create a seamless, multimodal transit network that will benefit St. Paul, Ramsey County and the East Metro region. The RCRRA has developed a long-range vision of transit services to meet the changing needs of today and the future by preserving rail corridors and providing rail transit services.

Ms. Kleinschmidt discussed Ramsey County's long term financing strategy. In 2005, the RCRRA Board directed staff to:

- Adopt a long-term capital plan for funding RCRRA's share of the transit projects between 2006-2014.
- Keep property tax levy stable, borrowing costs low and keep within County debt benchmark goals.
- Provide flexibility to take advantage of federal funding.
- Stimulate economic development of the entire East Metro region.
- Receive a broad community support for the financing strategy.

This strategy has allowed RCRRA to implement a property tax levy that has remained stable since 2007. Ms. Kleinschmidt proposed keeping the levy stable for 2010 and 2011. This proposed property tax levy is less than the maximum amount that the RCRRA could levy.

Ms. Kleinschmidt discussed the Union Depot, saying it is the only construction project submitted by the Minnesota Department of Transportation (MnDOT) for High Speed Intercity Passenger Rail federal stimulus funding. The estimated cost for renovation and reconstruction of the Depot to be operational by 2012 is \$247.4 million and the 2010-2011 budget provides funding to complete the project at this cost. The 2011 proposed budget does assume that the RCRRA will receive \$135.8 million in federal funds. If federal funds are not received, then the RCRRA will need to develop a new financing plan but it will not require an increase in the property tax levy. Ms. Kleinschmidt also discussed Central Corridor project, which is the corridor that will connect downtown St. Paul's Union Depot to downtown Minneapolis and the Hiawatha Light Rail Line. The RCRRA obligation to this project is \$65.9 million. It is expected that the federal full funding grant agreement will be received and construction of this corridor is scheduled to begin in 2010 and operational in 2014.

The proposed budget provides funding to fulfill the Central Corridor obligation through 2011, primarily with funding from prior year budgets. The proposed 2010-2011 budget also provides funding for the studies of other corridors such as Rush Line, Red Rock, High Speed Rail, I-94 East, Robert Street, Northeast Diagonal and Riverview. Most of these corridors are in the early stages of study and project development.

Ms. Kleinschmidt closed her presentation with a timeline of the next steps for the proposed 2010-2011 budget.

- September 8, 2009: RCRRA will set the 2010 maximum levy
- October 30, 2009: Public hearing #1 – public testimony on the budget
- November 10, 2009: RCRRA budget hearing
- November 30, 2009: Public hearing #2 – public hearing on the budget
- December 15, 2009: Final approval of the budget and 2010 levy

2. 2010 Budget – Proposed Maximum Tax Levy for the Truth in Taxation Notice

Commissioner Bennett moved approval of the following resolution, seconded by Commissioner Ortega. Ayes - Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. (R09-36)

WHEREAS, The Truth in Taxation Law (M.S. 275.065) requires the Ramsey County Regional Railroad Authority to certify a proposed maximum tax levy to the Property Records and Revenue Department (County Auditor) by September 15, 2009; and

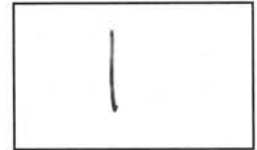
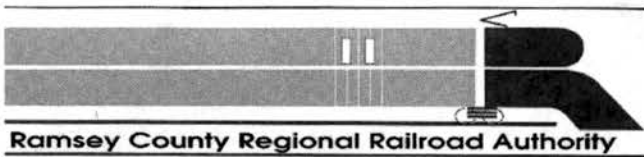
WHEREAS, The Certified Proposed Maximum Tax Levy will be the amount that is used for the Truth in Taxation notices that will be mailed to each property owner in the County after November 10, 2009, but no later than November 24, 2009; and

WHEREAS, The Truth in Taxation Law includes a provision that the approved tax levy for the 2010 budget cannot be more than the proposed tax levy certified by the Ramsey County Regional Railroad Authority by September 8, 2009; and

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

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the proposed maximum tax levy of \$19,938,811 to finance the 2010 Ramsey County Regional Railroad Authority Budget, which in accordance with the Truth in Taxation Law, must be certified to the Department of Property Records and Revenue by September 15, 2009.

There being no further business, Chair McDonough declared the meeting adjourned at 11:10 AM.



REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 09/22/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Issue a Request for Proposals for federal intergovernmental relations consulting assistance

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has an existing contract for federal intergovernmental relations services that is set to expire on December 31, 2009.

The RCRRA has expressed a strong interest in identifying and seeking funding sources at the federal level for the advancement of regional transitways. A qualified individual or firm specializing in federal intergovernmental relations services will be helpful in assuring a positive outcome.

ACTION REQUESTED

Authorize staff to issue a Request for Proposals for federal intergovernmental relations consulting assistance, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance of Requests for Proposals and evaluation of proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a proposer.

SUBJECT: Issue a Request for Proposals for federal intergovernmental relations consulting assistance

ATTACHMENTS:

Request for Proposals for Federal Intergovernmental Relations Consulting assistance

PREVIOUS ACTION:

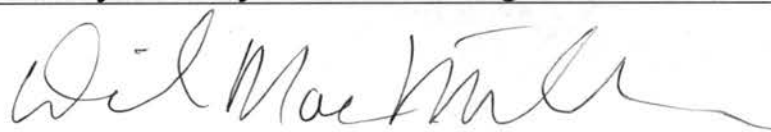
COUNTY MANAGER'S COMMENTS:

Issuing a Request for Proposals is consistent with County Board Policies for a competitive solicitation process.

SUBJECT: Issue a Request for Proposals for federal intergovernmental relations consulting assistance

Regional Railroad Authority – Authorized Signature	Date
	9/17/09

Budgeting & Accounting – Authorized Signature	Date
	9/17/09

County Attorney – Authorized Signature	Date
	9/16/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Issue a Request for Proposals for federal intergovernmental relations consulting assistance

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the
2 transit projects that benefit the citizens of Ramsey County; and
3

4 WHEREAS, The Ramsey County Regional Railroad Authority has several important
5 transportation-related initiatives at the federal level; and
6

7 WHEREAS, The Ramsey County Regional Railroad Authority has a strong interest in having
8 federal funded assistance in planning and implementation of transit corridors; and
9

10 WHEREAS, The services of a federal intergovernmental consulting firm is helpful in
11 assuring that outcome; Now Therefore Be It
12

13 RESOLVED, that the Ramsey County Regional Railroad Authority staff is authorized to
14 issue a request for proposals for federal intergovernmental relations consulting assistance, in a
15 form to be approved by the County Attorney's Office, in accordance with the County Board policies
16 and procedures on issuance of Requests for Proposals and evaluation of proposals, with direction
17 to staff to return to the Regional Railroad Authority with a recommendation for selection of a
18 proposer.

REQUEST FOR PROPOSALS (RFP)

FEDERAL LOBBYING SERVICES

September 22, 2009

Ramsey County RRA RFP # _____

I. Project Information

a. Project Overview

Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from a qualified individual or firm to provide professional federal legislative lobbying services. The selected lobbyist will provide assistance to the RCRRA in the development of a legislative strategy to advance policy goals of the RCRRA and to improve financial resources for the advancement of regional transitways.

b. Project Limits

Contract will be for a period of five years commencing on or about January 1, 2010.

c. Background

The RCRRA is an agency that supports rail transportation in Ramsey County and the Twin Cities metropolitan area, by advancing major transit projects, including the Union Depot Multimodal Transportation and Transit Hub in downtown St. Paul.

d. Project Information Contact

Proposers may not contact department staff or elected officials directly.

Noncompliance will disqualify the Proposer. All questions related to the specific project requirements must be submitted in writing to the RFP administrator by 4:00 PM on October 7, 2009 to:

Susan Feuerherm
Division of Contract and Analysis Services
280 City Hall/Court House Bldg.
15 West Kellogg Blvd.
St. Paul, MN 55102

e. Questions may be submitted via facsimile at (651) 266-8919, or e-mailed to:

susan.feuerherm@ci.stpaul.mn.us.

f. Proposers must comply with the provisions of the RCRRA's Evaluation of Proposals:

Rules and Guidelines, attached hereto and made part of this RFP as **Appendix A**.

Contract General Terms and Conditions are attached as **Appendix B**.

II. Scope of Services

a. General

RCRRA is seeking a qualified lobbyist to identify and seek funding sources at the federal level. The individual or firm will work directly with the Chair and members of the RCRRA, the Director of the RCRRA and the Ramsey County's intergovernmental relations staff or their designees on specific projects. The successful candidate will report directly to the Director of RCRRA, who will administer the contract. The successful

CONSULTANT will be expected to provide written communication monthly or as needed to the RCRRRA on federal transportation legislative issues.

b. Project Services

The following tasks are included to guide the proposing individual or firm in the development of project approaches, schedules, and budgets associated with the lobby services.

- Identify federal transportation legislative issues, related to transit, including light rail, commuter rail, high speed rail and buses, that should come to the attention of the RCRRRA such as but not limited to:
 - Identify favorable and unfavorable Federal legislative proposals, and work with the Minnesota Delegation to enact proposals in accordance with RCRRRA positions
 - Identify demonstration grants of interest to RCRRRA
 - Apprise RCRRRA of any federal agency rules/developments that may affect the RCRRRA
 - Work with the National Association of Counties, Counties Transit Improvement Board (CTIB), and other state and local associations on joint lobbying efforts and keep the RCRRRA apprised as to what others are doing
 - Coordinate federal delegation visits when requested
 - Be available for consultation with RCRRRA, Director and Intergovernmental staff
 - Attend and provide assistance and consultation to RCRRRA attendees during the legislative conferences and meetings
- Provide consultations on public relations, strategy and analysis
- Make oral presentations to the RCRRRA when requested
- Work with the Director to prepare written reports to RCRRRA
- Provide an outcome-driven evaluation that assesses the success of the legislative program and specific issues
- Work with RCRRRA to identify, develop and promote program proposals for which federal funding can be sought and secured

III. Request for Proposals Timetable

Activity	Completion Date
RFP Released	September 22, 2009
Written Questions Received (4:00pm)	October 7, 2009
Response to Questions Released (4:00pm)	October 14, 2009
Proposals Due (2:00pm)	October 21, 2009
Proposal Review & Oral Interviews (if necessary)	October 21-30, 2009
Board Approval	November 10, 2009
Initiation of Negotiations	November 10, 2009
Contract Award and Notice to Proceed	November 10, 2009

IV. Proposal Submission

a. Valid Proposal

In order to be considered valid, the proposal shall be in writing, submitted on time and in accordance with the sealed bid process of the Division of Contract and Analysis Services, and be signed by an officer of the company who can be accountable for all representations.

The proposal must contain the following information, presented in the order shown:

- i. Profile of proposer, including size and organizational structure, past history, and the status and outcome of any lawsuits brought against the proposer in the past five years.
- ii. Description of proposer's overall approach, including what the proposer considers to be the top five transportation issues that are/will affect Counties during the next year
- iii. Breakdown of project by phases or tasks. For each phase or task listed, identify:
 1. Specific staff to be involved, roles, responsibilities
 2. Time commitment for each person
 3. RCRRA responsibilities
- iv. Description of proposer's past experience providing similar services
 1. Names and addresses of representative clients including contact person who can serve as reference
 2. Description of services provided
 3. Length of contract
- v. Resumes of key project participants, particularly the individual who will be assigned as the Chief Lobbyist. Resumes should include past Federal legislative performance, specific experience in policy formulation, consultation and strategic planning for local units of government. This narrative should include areas where this individual has expertise, especially as it related to transportation and RRA's. Indicate relationship with members of the Minnesota Congressional delegation
- vi. Costs proposal for a flat fee per year for the services required under Scope of Services, Project Tasks
 1. All costs to be charged to the RCRRA
 2. Hourly rates for staff
- vii. Disclosure of political parties your firm has identified with and/or made contributions to and also the firm contribution policy and policy of the firm in regard to conflict of interest and what current contracts you hold that may be considered in conflict if you were to receive this contract

b. Proposal Submission Process

- i. Notice to Proposer:
 1. Upon submission, all proposals become the property of the RCRRA, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
 2. The RCRRA is not responsible for costs incurred by anyone responding to this Request for Proposals.
 3. The RCRRA expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals.

4. The RCRRA is not bound to accept the lowest cost proposal.
5. Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.
6. The RCRRA reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of proposers as the RCRRA deems to be in its best interests.
7. The RCRRA reserves the right to request any additional information at any stage of the Request for Proposals process. Compliance shall be at proposer's expense.

Written responses to all questions received on time will be mailed to all holders of the Request for Proposals by 4:00 p.m. on October 14, 2009, in the form of addenda. No oral questions will be entertained prior to or after the deadline for written questions specified above. Proposers shall rely only on the provisions of this Request for Proposals and written addenda in preparing their proposals.

Proposers must comply with the provisions of **Appendix A**, the RCRRA's Evaluation of Proposals: Rules and Guidelines.

ii. Questions

Proposers are to submit questions related to the specific project requirements, the RFP process, and contents of proposals in writing only by 4:00 p.m. on October 7, 2009 to:

Susan Feuerherm
Division of Contract and Analysis Services
280 City Hall/Court House Bldg.
15 West Kellogg Blvd.
St. Paul, MN 55102

Questions may be faxed to (651) 266-8919 or emailed to:
susan.feuerherm@ci.stpaul.mn.us.

Written responses to all questions received on time will be mailed to all holders of the Request for Proposals by 4:00 p.m. on October 14, 2009, in the form of addenda. No oral questions will be entertained prior to or after the deadline for written questions specified above.

Proposers shall rely only on the provisions of this Request for Proposals and written addenda in preparing their proposals.

c. Submission

- i. Proposals are due by 2:00 p.m. on Wednesday, October 21, 2009. Submit to:
Division of Contract and Analysis Services
280 City Hall/Court House Bldg.
15 West Kellogg Blvd.
St. Paul, MN 55102

Faxed proposals will not be accepted.

- ii. The response must include an original and five copies of the proposal. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned proposals may be considered invalid.
- iii. To facilitate proposal opening, the original only must be sealed in a separate envelope or box. The name, address, and RFP number must be clearly marked on the outside. The remaining copies may be wrapped or boxed together.
- iv. A proposal may be withdrawn on written request of the proposer prior to the proposal due date. Negligence of the proposer in preparing this proposal confers no right to withdraw the proposal after the proposal due date. Prior to the due date, changes may be made, provided the change is initialed by the proposer or the proposer's agent. If the intent of the proposer is not clearly identifiable, the interpretation most advantageous to the RCRRA will prevail. Once submitted a proposal becomes public property and will not be returned.

The RCRRA shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposers in the preparation of their proposals. Proposers shall not include any such expenses as part of their proposals. Pre-contractual expenses are defined as expenses incurred by the Proposer in:

1. preparing its proposal in response to this RFP;
 2. submitting that proposal to the RCRRA;
 3. negotiating with the RCRRA any matter related to this proposal; or
 4. any other expenses incurred by the Proposer prior to the date of execution of the proposed contract.
- v. Failure to submit a proposal on time may constitute grounds for the rejection of the proposal.
 - vi. All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

V. Evaluation and Contract Award

a. Evaluation

- i. The RCRRA reserves the right to waive any minor irregularities in the proposal request process.
- ii. The RCRRA reserves the right to interview any or all proposers at its discretion.
- iii. Proposals will be evaluated by a Proposal Evaluation Team in accordance with the provisions of **Appendix A**.
- iv. The Proposal Evaluation Team will be made up with individuals from RCRRA and Ramsey County.
- v. The RCRRA will review and evaluate proposals based on the following criteria:
 1. The experience, resources, and qualifications of the firm and individuals to be assigned to the project as key personnel

2. Ability to meet Project requirements
 3. Ability to meet Project time line
 4. Cost
- vi. The Ramsey County Regional Railroad Authority will make the final decision, after considering recommendations by the Proposal

b. **Contract**

- i. The agreement to be executed between the successful proposer and RCRRA will include the provisions of the RCRRA's General Terms and Conditions, attached hereto and made a part of this RFP as **Appendix B** and provisions of the successful proposer's proposal not inconsistent with the provisions of the RFP, unless otherwise agreed to by the RCRRA.
- ii. The agreement will include the following payment provisions: "Services will be compensated on a time and materials basis up to a maximum not-to-exceed cost, inclusive of fees and reimbursable expenses. Payments will be made upon achievement of agreed upon project milestones. Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

Reimbursement of expenses, if included, will be made consistent with RCRRA policies. The RCRRA will reimburse only the actual cost of out of pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the RCRRA and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel."

- iii. Prior to execution of a contract by the RCRRA, the successful proposer shall provide a certificate of insurance acceptable to the County Attorney's Office evidencing, at a minimum, the coverage required by the provisions of **Appendix B**.

Appendix A
EVALUATION OF PROPOSALS
GENERAL RULES APPLICABLE TO THE SELECTION PROCESS

1. Each proposer will be treated equally and fairly, with decisions being made on announced criteria using only information received through the selection process.
2. Each potential vendor and selection panel member shall receive a copy of this Evaluation of Proposals rules and guidelines as part of the RFP solicitation.
3. All contact following issuance of the RFP until submission of proposals is through the Division of Contract and Analysis Services. **Except as provided in these rules, attempts to contact RCRRA staff, elected officials, or evaluation team members directly during that time will result in rejection of a proposal.**
4. If a vendor contacts RCRRA staff, elected officials, or evaluation team members directly for technical assistance relating to the submission, the staff, official or member shall refer the vendor to the Division of Contract and Analysis Services without further discussion and without disqualifying the vendor from consideration pursuant to Rule 3., above. If a request for technical assistance regarding the submittal is made to the Division of Contract and Analysis Services by a vendor, RCRRA staff, elected officials or evaluation team members may meet jointly with staff from the Division of Contract and Analysis Services and the vendor, solely for the purpose of providing such technical assistance. Technical assistance means clarification or explanation of the RCRRA's procurement practices and policies and of the proposal process, including the steps necessary to be completed in order to submit a valid proposal.
5. The RFP shall describe the evaluation and selection process, including criteria, and may include weighting, whether oral interviews will be given, and identification of the selection team.

GUIDELINES FOR THE SELECTION PROCESS

It is the purpose of these guidelines to ensure that the selection process be conducted in such a manner as to treat each proposer in a fair and equal manner. (The outlined process reflects the practices typically followed in the RCRRA's current selection process.)

1. After the proposal submission date, the Division of Contract and Analysis Services provides members of the selection team with a copy of each proposal and with the appropriate number of evaluation forms, as developed by staff from the initiating department, by the selection team, or jointly.
2. Members independently evaluate each written proposal, using the evaluation criteria set out in the RFP, and complete an evaluation form for each proposal.
3. The selection team meets to exchange and tabulate the evaluations of the written proposals.
4. If oral interviews are part of the selection process:
 - a. The team can request a technical review of the proposals by staff before deciding how many proposers to interview.
 - b. Each proposer should be given the same amount of time, be asked the same core questions, and be interviewed by the same people.

- c. If standard written questions are to be used, the team can submit questions to proposers ahead of time or when the proposer arrives for the interview. Questions can be developed by the team, by the staff of the initiating department, or jointly.
 - d. Team members should not discuss the interviews until all interviews have been held and evaluation forms have been completed.
 - e. Each team member completes an evaluation form based on the oral interview, using the criteria set out in the RFP and the evaluation form developed either by the selection team or by staff from the initiating department.
 - f. The team meets to exchange and tabulate the evaluations based on the oral interviews and to tabulate a composite rating for each proposal based on both the written proposal and the oral interview, giving weight to each component as described in the RFP.
5. Reference checks are conducted for the selected number of top-ranking proposers.
6. Selection team meets to receive information from reference checks and to make final selection, unless the team as a whole determines that additional information is required.
7. The Division of Contract and Analysis Services contacts proposers for additional information requested by the team (if required).
8. After consideration of all information, and selection of a proposer, the team prepares a written recommendation for submission to the RCRRA Board. The written recommendation shall clearly describe the selected proposer's qualifications using the established criteria and shall contain a summary of the proposals submitted by the top three or more proposers.
9. The issuing department will coordinate preparation of the summaries and documentation for RCRRA approval.

APPENDIX B
GENERAL TERMS AND CONDITIONS

1. Independent Contractor

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

2. Indemnification

The Contractor shall indemnify, hold harmless and defend the RCRRA, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including attorney's fees, which the RCRRA, 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, its officials, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

3. Insurance

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.
2. The Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the RCRRA throughout the term of this Agreement.
 - 2.1 Commercial General Liability Insurance
 - 2.1.1 \$ 1,500,000 per occurrence
\$ 2,000,000 general aggregate
\$ 2,000,000 products/completed operations total limit
\$ 1,500,000 personal injury and advertising liability
 - 2.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.
 - 2.1.3 RCRRA, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Contractor, using ISO endorsement form CG 20 26 or the equivalent.

- 2.2 Workers' Compensation and Employer's Liability
 - 2.2.1 Workers' Compensation as required by Minnesota Statutes
 - 2.2.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
- 2.3 Professional Liability/Errors and Omissions Coverage (if applicable)
 - 2.3.1 Per Claim \$ 500,000
Per Occurrence Limit: \$1,500,000
Aggregate Limit: \$2,000,000
 - 2.3.2 All policies shall be written as acceptable to the RCRRA.
 - 2.3.3 Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.
4. All Certificates of Insurance shall provide that the insurance company gives the RCRRA thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
5. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
6. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the County. Copies of insurance policies shall be submitted to the RCRRA upon request.
7. Nothing in this Agreement shall constitute a waiver by the RCRRA of any statutory or common law immunities, limits, or exceptions on liability.
8. 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.
4. **Non-Assignability**

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

The purchase of 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. The RCRRA may immediately cancel this Agreement, or a portion of the services to be

provided under this Agreement, if the funding for the services is no longer available to the RCRRA. Upon receipt of the RCRRA's notice of cancellation of the Agreement, or of a portion of the services to be provided under this Agreement, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent they relate to the Agreement or the portions of this Agreement for which funding has become unavailable.

6. Non-Conforming Services

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

7. Equal Employment Opportunity

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

8. Workforce Diversity

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

9. Prevailing Wage

The Contractor and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction.

For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

10. Workplace Violence Prevention

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

11. Subcontractor Payment

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

12. Setoff

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

13. Data Practices

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

14. Compliance With Applicable Law

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

15. Audit

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

16. Termination

a. With Cause

The RCRRA reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the RCRRA. In the event that the RCRRA exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

b. Without Cause

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

17. Conflict of Interest

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

18. Waste Reduction

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

19. Alteration

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

20. HIPAA Compliance

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

21. Interpretation of Agreement; Venue

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

22. Prompt Payment

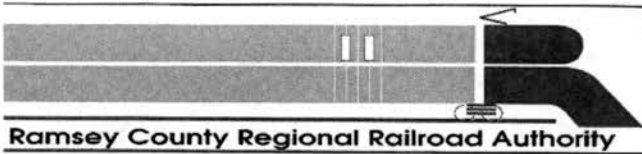
Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

23. Reimbursable Expenses (If applicable)

Reimbursement of expenses, if included, will be made consistent with RCRRRA policies. The RCRRRA will reimburse only the actual cost of out of pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the County and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.

24. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.



2

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 09/22/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Issue a Request for Proposals for state intergovernmental relations consulting assistance

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority has an existing contract for state intergovernmental relations services that is set to expire on December 31, 2009.

The Ramsey County Regional Railroad Authority has expressed a strong interest in identifying and seeking funding sources for the advancement of regional transitways. A qualified individual or firm specializing in state intergovernmental relations services will be helpful in assuring a positive outcome.

ACTION REQUESTED

Authorize staff to issue a Request for Proposals for state intergovernmental relations consulting assistance, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance of Requests for Proposals and evaluation of proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a proposer.

1

SUBJECT: Issue a Request for Proposals for state intergovernmental relations consulting assistance

ATTACHMENTS:

Request for Proposals for State Intergovernmental Relations Consulting assistance

PREVIOUS ACTION:

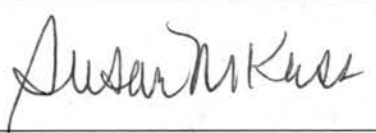
COUNTY MANAGER'S COMMENTS:

Issuing a Request for Proposals is consistent with County Board Policies for a competitive solicitation process.

2

SUBJECT: Issue a Request for Proposals for state intergovernmental relations consulting assistance

Regional Railroad Authority – Authorized Signature	Date
	2/17/09

Budgeting & Accounting – Authorized Signature	Date
	2/17/09

County Attorney – Authorized Signature	Date
	2/16/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Issue a Request for Proposals for state intergovernmental relations consulting assistance

DRAFT RESOLUTION

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

3
4 WHEREAS, The Ramsey County Regional Railroad Authority has several important
5 transportation-related initiatives at the state level; and

6
7 WHEREAS, The Ramsey County Regional Railroad Authority has an existing contract for
8 state intergovernmental relations that is set to expire on December 31, 2009; and

9
10 WHEREAS, The Ramsey County Regional Railroad Authority has a strong interest in having
11 state funded assistance in planning and implementation of transit corridors; and

12
13 WHEREAS, The service of a state intergovernmental consulting firm is helpful in assuring
14 that outcome; Now Therefore Be It

15
16 RESOLVED, that the Ramsey County Regional Railroad Authority staff is authorized to
17 issue a request for proposals for state intergovernmental relations consulting assistance, in a form
18 to be approved by the County Attorney's Office, in accordance with the County Board policies and
19 procedures on issuance of Requests for Proposals and evaluation of proposals, with direction to
20 staff to return to the Regional Railroad Authority with a recommendation for selection of a
21 proposer.

REQUEST FOR PROPOSALS (RFP)

STATE LOBBYING SERVICES

September 22, 2009

Ramsey County RRA RFP # _____

I. Project Information

a. Project Overview

Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from a qualified individual or firm to provide professional state intergovernmental relations or lobbying services. The selected lobbyist will provide assistance to the RCRRA in the development of a legislative strategy to advance policy goals of the RCRRA and to improve financial resources for the advancement of regional transitways.

b. Project Limits

Contract will be for a period of five years commencing on or about January 1, 2010.

c. Background

The RCRRA is an agency that supports rail transportation in Ramsey County and the Twin Cities metropolitan area, by advancing major transit projects, including Union Depot Multimodal Transportation and Transit Hub in downtown St. Paul.

d. Project Information Contact

Proposers may not contact department staff or elected officials directly.

Noncompliance will disqualify the Proposer. All questions related to the specific project requirements must be submitted in writing to the RFP administrator by 4:00 PM on October 7, 2009 to:

Susan Feuerherm
Division of Contract and Analysis Services
280 City Hall/Court House Bldg.
15 West Kellogg Blvd.
St. Paul, MN 55102

e. Questions may be submitted via facsimile at (651) 266-8919, or e-mailed to: susan.feuerherm@ci.stpaul.mn.us.

f. Proposers must comply with the provisions of the County's Evaluation of Proposals: Rules and Guidelines, attached hereto and made part of this RFP as **Appendix A**. Contract General Terms and Conditions are attached as **Appendix B**.

II. Scope of Services

a. General

RCRRA is seeking a qualified lobbyist to identify and seek funding sources at the federal level. The individual or firm will work directly with the Chair and members of the RCRRA, the Director of the RCRRA and the Ramsey County's intergovernmental relations staff or their designees on specific projects. The successful candidate will report directly to the Director of RCRRA, who will administer the contract. The successful

CONSULTANT will be expected to provide written communication monthly or as needed to the RCRRRA on state transportation legislative issues.

b. Project Services

The following tasks are included to guide the proposing individual or firm in the development of project approaches, schedules, and budgets associated with the lobby services.

- Identify State transit legislative issues, including light rail, commuter rail, buses and high speed rail that should come to the attention of the RCRRRA
- Identify favorable and unfavorable State legislative proposals, and work with the legislators to enact proposals in accordance with RCRRRA positions
- Identify demonstration grants of interest to RCRRRA
- Apprise RCRRRA of any state agency rules/developments that may affect the RCRRRA
- Work with the Association of Minnesota Counties, Counties Transit Improvement Board and other state and local associations to complete joint lobbying and keep the RCRRRA apprised as to what others are doing
- Be available for consultation with RCRRRA, Director and Intergovernmental staff
- Attend and provide assistance and consultation to RCRRRA attendees during the state legislative conferences and meetings
- Provide consultations on public relations, strategy and analysis
- Make oral presentations to the RCRRRA when requested
- Work with the Director to prepare written reports to RCRRRA
- Provide an outcome-driven evaluation that assesses the success of the legislative program and specific issues
- Work with RCRRRA to identify, develop and promote program proposals for which state funding can be sought and secured
- State lobbyist is expected to work closely with other state and local agencies that the RCRRRA interacts with such as Minnesota Department of Transportation, Metropolitan Council, and Counties Transit Improvement Board

III. Request for Proposals Timetable

Activity	Completion Date
RFP Released	September 22, 2009
Written Questions Received (4:00pm)	October 7, 2009
Response to Questions Released (4:00pm)	October 14, 2009
Proposals Due (2:00pm)	October 21, 2009
Proposal Review & Oral Interviews (if necessary)	October 21-30, 2009
Board Approval	November 10, 2009
Initiation of Negotiations	November 10, 2009
Contract Award and Notice to Proceed	November 10, 2009

IV. Proposal Submission

a. Valid Proposal

In order to be considered valid, the proposal shall be in writing, submitted on time and in accordance with the sealed bid process of the Division of Contract and Analysis Services, and be signed by an officer of the company who can be accountable for all representations.

The proposal must contain the following information, presented in the order shown:

- i. Profile of proposer, including size and organizational structure, past history, and the status and outcome of any lawsuits brought against the proposer in the past five years.
- ii. Description of proposer's overall approach, including what the proposer considers to be the top five transportation issues that are/will affect RCRRA during the next year
- iii. Breakdown of project by phases or tasks. For each phase or task listed, identify:
 1. Specific staff to be involved, roles, responsibilities
 2. Time commitment for each person
 3. County responsibilities
- iv. Description of proposer's past experience providing similar services
 1. Names and addresses of contact persons
 2. Description of services provided
 3. Length of contract
- v. Resumes of key project participants, particularly the individual who will be assigned as the Chief Lobbyist. Resumes should include past State legislative performance, specific experience in policy formulation, consultation and strategic planning for local units of government. This narrative should include areas where this individual has expertise, especially as it related to transportation and regional railroad authorities. Indicate relationship with members of the Minnesota State Legislature
- vi. Costs proposal for a flat fee per year for the services required under Scope of Services, Project Tasks
 1. All costs to be charged to the County
 2. Hourly rates for staff
- vii. Disclosure of political parties your firm has identified with and/or made contributions to and also the firm contribution policy and policy of the firm in regard to conflict of interest and what current contracts you hold that may be considered in conflict if you were to receive this contract

b. Proposal Submission Process

- i. Notice to Proposer:
 1. Upon submission, all proposals become the property of the RCRRA, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
 2. The RCRRA is not responsible for costs incurred by anyone responding to this Request for Proposals.
 3. The RCRRA expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals.
 4. The RCRRA is not bound to accept the lowest cost proposal.

5. Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.
6. The RCRRA reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of proposers as the RCRRA deems to be in its best interests.
7. The RCRRA reserves the right to request any additional information at any stage of the Request for Proposals process. Compliance shall be at proposer's expense.

Written responses to all questions received on time will be mailed to all holders of the Request for Proposals by 4:00 p.m. on October 14, 2009, in the form of addenda. No oral questions will be entertained prior to or after the deadline for written questions specified above. Proposers shall rely only on the provisions of this Request for Proposals and written addenda in preparing their proposals.

Proposers must comply with the provisions of **Appendix A**, the RCRRA's Evaluation of Proposals: Rules and Guidelines.

ii. Questions

Proposers are to submit questions related to the specific project requirements, the RFP process, and contents of proposals in writing only by 4:00 p.m. on October 7, 2009 to:

Susan Feuerherm
Division of Contract and Analysis Services
280 City Hall/Court House Bldg.
15 West Kellogg Blvd.
St. Paul, MN 55102

Questions may be faxed to (651) 266-8919 or emailed to:
susan.feuerherm@ci.stpaul.mn.us.

Written responses to all questions received on time will be mailed to all holders of the Request for Proposals by 4:00 p.m. on October 14, 2009, in the form of addenda. No oral questions will be entertained prior to or after the deadline for written questions specified above.

Proposers shall rely only on the provisions of this Request for Proposals and written addenda in preparing their proposals.

c. Submission

- i. Proposals are due by 2:00 p.m. on Wednesday, October 21, 2009. Submit to:
Division of Contract and Analysis Services
280 City Hall/Court House Bldg.
15 West Kellogg Blvd.
St. Paul, MN 55102
Faxed proposals will not be accepted.

- ii. The response must include an original and five copies of the proposal. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned proposals may be considered invalid.
- iii. To facilitate proposal opening, the original only must be sealed in a separate envelope or box. The name, address, and RFP number must be clearly marked on the outside. The remaining copies may be wrapped or boxed together.
- iv. A proposal may be withdrawn on written request of the proposer prior to the proposal due date. Negligence of the proposer in preparing this proposal confers no right to withdraw the proposal after the proposal due date. Prior to the due date, changes may be made, provided the change is initialed by the proposer or the proposer's agent. If the intent of the proposer is not clearly identifiable, the interpretation most advantageous to the County will prevail. Once submitted a proposal becomes public property and will not be returned.

The RCRRA shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposers in the preparation of their proposals. Proposers shall not include any such expenses as part of their proposals. Pre-contractual expenses are defined as expenses incurred by the Proposer in:

- 1. preparing its proposal in response to this RFP;
 - 2. submitting that proposal to the RCRRA;
 - 3. negotiating with the RCRRA any matter related to this proposal; or
 - 4. any other expenses incurred by the Proposer prior to the date of execution of the proposed contract.
- v. Failure to submit a proposal on time may constitute grounds for the rejection of the proposal.
 - vi. All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

V. Evaluation and Contract Award

a. Evaluation

- i. The County reserves the right to waive any minor irregularities in the proposal request process.
- ii. The County reserves the right to interview any or all proposers at its discretion.
- iii. Proposals will be evaluated by a Proposal Evaluation Team in accordance with the provisions of **Appendix A**.
- iv. The Proposal Evaluation Team will be made up with individuals from RCRRA and Ramsey County.
- v. The County will review and evaluate proposals based on the following criteria:
 - 1. The experience, resources, and qualifications of the firm and individuals to be assigned to the project as key personnel
 - 2. Ability to meet Project requirements
 - 3. Ability to meet Project time line
 - 4. Cost
- vi. The Ramsey County Regional Railroad Authority will make the final decision, after considering recommendations by the Proposal

b. Contract

- i. The agreement to be executed between the successful proposer and RCRRRA will include the provisions of the RCRRRA's General Terms and Conditions, attached hereto and made a part of this RFP as **Appendix B** and provisions of the successful proposer's proposal not inconsistent with the provisions of the RFP, unless otherwise agreed to by the County.
- ii. The agreement will include the following payment provisions: "Services will be compensated on a time and materials basis up to a maximum not-to-exceed cost, inclusive of fees and reimbursable expenses. Payments will be made upon achievement of agreed upon project milestones. Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

Reimbursement of expenses, if included, will be made consistent with RCRRRA policies. The County will reimburse only the actual cost of out of pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the County and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel."

- iii. Prior to execution of a contract by the RCRRRA, the successful proposer shall provide a certificate of insurance acceptable to the County Attorney's Office evidencing, at a minimum, the coverage required by the provisions of **Appendix B**.

Appendix A
EVALUATION OF PROPOSALS
GENERAL RULES APPLICABLE TO THE SELECTION PROCESS

1. Each proposer will be treated equally and fairly, with decisions being made on announced criteria using only information received through the selection process.
2. Each potential vendor and selection panel member shall receive a copy of this Evaluation of Proposals rules and guidelines as part of the RFP solicitation.
3. All contact following issuance of the RFP until submission of proposals is through the Division of Contract and Analysis Services. **Except as provided in these rules, attempts to contact RCRRA staff, elected officials, or evaluation team members directly during that time will result in rejection of a proposal.**
4. If a vendor contacts RCRRA staff, elected officials, or evaluation team members directly for technical assistance relating to the submission, the staff, official or member shall refer the vendor to the Division of Contract and Analysis Services without further discussion and without disqualifying the vendor from consideration pursuant to Rule 3., above. If a request for technical assistance regarding the submittal is made to the Division of Contract and Analysis Services by a vendor, RCRRA staff, elected officials, or evaluation team members may meet jointly with staff from the Division of Contract and Analysis Services and the vendor, solely for the purpose of providing such technical assistance. Technical assistance means clarification or explanation of the RCRRA's procurement practices and policies and of the proposal process, including the steps necessary to be completed in order to submit a valid proposal.
5. The RFP shall describe the evaluation and selection process, including criteria, and may include weighting, whether oral interviews will be given, and identification of the selection team.

GUIDELINES FOR THE SELECTION PROCESS

It is the purpose of these guidelines to ensure that the selection process be conducted in such a manner as to treat each proposer in a fair and equal manner. (The outlined process reflects the practices typically followed in the RCRRA's current selection process.)

1. After the proposal submission date, the Division of Contract and Analysis Services provides members of the selection team with a copy of each proposal and with the appropriate number of evaluation forms, as developed by staff from the initiating department, by the selection team, or jointly.
2. Members independently evaluate each written proposal, using the evaluation criteria set out in the RFP, and complete an evaluation form for each proposal.
3. The selection team meets to exchange and tabulate the evaluations of the written proposals.
4. If oral interviews are part of the selection process:
 - a. The team can request a technical review of the proposals by staff before deciding how many proposers to interview.
 - b. Each proposer should be given the same amount of time, be asked the same core questions, and be interviewed by the same people.

- c. If standard written questions are to be used, the team can submit questions to proposers ahead of time or when the proposer arrives for the interview. Questions can be developed by the team, by the staff of the initiating department, or jointly.
 - d. Team members should not discuss the interviews until all interviews have been held and evaluation forms have been completed.
 - e. Each team member completes an evaluation form based on the oral interview, using the criteria set out in the RFP and the evaluation form developed either by the selection team or by staff from the initiating department.
 - f. The team meets to exchange and tabulate the evaluations based on the oral interviews and to tabulate a composite rating for each proposal based on both the written proposal and the oral interview, giving weight to each component as described in the RFP.
5. Reference checks are conducted for the selected number of top-ranking proposers.
6. Selection team meets to receive information from reference checks and to make final selection, unless the team as a whole determines that additional information is required.
7. The Division of Contract and Analysis Services contacts proposers for additional information requested by the team (if required).
8. After consideration of all information, and selection of a proposer, the team prepares a written recommendation for submission to the RCRRA. The written recommendation shall clearly describe the selected proposer's qualifications using the established criteria and shall contain a summary of the proposals submitted by the top three or more proposers.
9. The issuing department will coordinate preparation of the summaries and documentation for RCRRA approval.

APPENDIX B
GENERAL TERMS AND CONDITIONS

1. Independent Contractor

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

2. Indemnification

The Contractor shall indemnify, hold harmless and defend the RCRRA, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including attorney's fees, which the RCRRA, 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, its officials, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

3. Insurance

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.

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

2.1 Commercial General Liability Insurance

2.1.1 \$ 1,500,000 per occurrence
\$ 2,000,000 general aggregate
\$ 2,000,000 products/completed operations total limit
\$ 1,500,000 personal injury and advertising liability

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

2.1.3 RCRRA, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Contractor, using ISO endorsement form CG 20 26 or the equivalent.

- 2.2 Workers' Compensation and Employer's Liability
 - 2.2.1 Workers' Compensation as required by Minnesota Statutes
 - 2.2.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
- 2.3 Professional Liability/Errors and Omissions Coverage (if applicable)
 - 2.3.1 Per Claim \$ 500,000
Per Occurrence Limit: \$1,500,000
Aggregate Limit: \$2,000,000
 - 2.3.2 All policies shall be written as acceptable to the RCRRRA.
 - 2.3.3 Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.
4. All Certificates of Insurance shall provide that the insurance company gives the RCRRRA thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
5. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
6. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the RCRRRA. Copies of insurance policies shall be submitted to the RCRRRA upon request.
7. Nothing in this Agreement shall constitute a waiver by the RCRRRA of any statutory or common law immunities, limits, or exceptions on liability.
8. 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.
4. **Non-Assignability**

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

The purchase of 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. The RCRRRA may immediately cancel this Agreement, or a portion of the services to be

provided under this Agreement, if the funding for the services is no longer available to the RCRRRA. Upon receipt of the RCRRRA's notice of cancellation of the Agreement, or of a portion of the services to be provided under this Agreement, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent they relate to the Agreement or the portions of this Agreement for which funding has become unavailable.

6. Non-Conforming Services

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

7. Equal Employment Opportunity

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

8. Workforce Diversity

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

9. Prevailing Wage

The Contractor and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction.

For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

10. Workplace Violence Prevention

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

11. Subcontractor Payment

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

12. Setoff

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

13. Data Practices

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

14. Compliance With Applicable Law

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

15. Audit

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

16. Termination

a. With Cause

The RCRRA reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the RCRRA. In the event that the RCRRA exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

b. Without Cause

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

17. Conflict of Interest

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

18. Waste Reduction

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

19. Alteration

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

20. HIPAA Compliance

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

21. Interpretation of Agreement; Venue

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

22. Prompt Payment

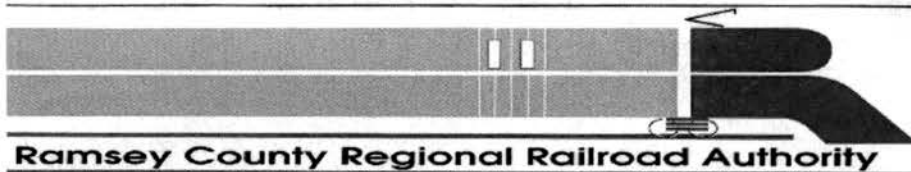
Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

23. Reimbursable Expenses (If applicable)

Reimbursement of expenses, if included, will be made consistent with RCRRRA policies. The RCRRRA will reimburse only the actual cost of out of pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the RCRRRA and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.

24. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.



6560 Ramsey County Government Center West
50 Kellogg Boulevard West
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

September 8, 2009

Immediately following the County Board Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the September 8, 2009 Board Meeting is presented for approval.

MINUTES of the September 1, 2009 Board Meeting is presented for approval.

POLICY AGENDA

1. **Presentation of the 2010-2011 Ramsey County Regional Railroad Authority Budget.**

Board Action Requested:

None. For Information only.

2. **2010 Budget – Proposed Maximum Tax Levy for the Truth in Taxation Notice.**

Board Action Requested:

Approve the proposed maximum tax levy of \$19,938,811 to finance the 2010 Ramsey County Regional Railroad Authority Budget, which in accordance with the Truth in Taxation Law, must be certified to the Department of Property Records and Revenue by September 15, 2009.

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

September 1, 2009

The Ramsey County Regional Railroad Authority met in the Council Chambers, Third Floor Court House, with the following members present: Bennett, Ortega (late), Parker, Reinhardt, Rettman, McDonough – 6. Absent: Carter - 1.

Chair McDonough called the meeting to order at 11:00 AM

AGENDA

Commissioner Rettman moved approval of the Agenda of the September 1, 2009 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes –Bennett, Parker, Reinhardt, Rettman, McDonough – 5. Nays – 0.

MINUTES

Commissioner Parker moved approval of the Minutes from the August 11, 2009 Board Meeting, seconded by Commissioner Rettman. Roll Call: Ayes –Bennett, Parker, Reinhardt, Rettman, McDonough – 5. Nays – 0.

[Commissioner Ortega arrived during the following discussion]

1. Approve Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council for Central Corridor Preliminary Engineering Staff Support for September 1, 2009 to December 31, 2009

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes –Bennett, Ortega, Parker, Reinhardt, Rettman, McDonough – 6. Nays – 0. (R09-31)

WHEREAS, Ramsey County Regional Railroad Authority is a funding partner of the Central Corridor light rail preliminary engineering; and

WHEREAS, The preliminary engineering funding agreement provides for reimbursement to the Authority for staff provided to the preliminary engineering effort; and

WHEREAS, Dan Soler, a RCRRA Engineer, has been working out of the Central Corridor Project Office providing traffic engineering services; and

WHEREAS, The agreement with the Metropolitan Council for Mr. Soler's services expires August 31, 2009; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves the Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council from September 1, 2009 through December 31, 2009 at a cost not to exceed \$48,209.56, and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair and the Chief Clerk to execute the Agreement.

2. Approval of a cooperative agreement with Washington County Regional Railroad Authority to provide up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning Study

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Rettman. Ayes –Bennett, Ortega, Parker, Reinhardt, Rettman, McDonough – 6. Nays – 0. (R09-32)

WHEREAS, the Red Rock Corridor originates in Hastings travels north to the Union Depot in St. Paul and on to Minneapolis generally following Trunk Highway 61, Interstate 94, and the freight tracks; and

WHEREAS, the Red Rock Corridor Commission (RRCC) was formed in 1998 by a Joint Powers Agreement (JPA) to address the transportation needs of the Red Rock Corridor; and

WHEREAS, the Ramsey County Regional Railroad Authority is a member of the RRCC; and

WHEREAS, the RRCC was granted Section 5309 Federal Transit Administration (FTA) funds for the completion of environmental, engineering, and station planning work, and

WHEREAS, the RRCC was granted Section 5339 FTA funds for the completion of studies needed to progress the Corridor as part of its Alternatives Analysis process; and

WHEREAS, the Ramsey County Regional Railroad Authority approved the transfer of levy funds to the Washington County Regional Railroad Authority in an amount up to \$237,500 of Ramsey County Regional Railroad Authority levy funds to match federal funds for the Southeast Stations Station Area Master and Site Planning. Now Therefore Be it

RESOLVED, that the Ramsey County Regional Railroad Authority agrees to enter into a cooperative agreement with Washington County Regional Railroad Authority, for the completion of the Southeast Stations Station Area Master and Site Planning Study.

3. Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the 2009 Minnesota High Speed Commission Budget

Commissioner Rettman moved approval of the following resolution, seconded by Commissioner Parker. Ayes –Bennett, Ortega, Parker, Reinhardt, Rettman, McDonough – 6. Nays – 0. (R09-33)

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

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

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

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

WHEREAS, The Ramsey County Regional Railroad Authority is a Financial Party to the Agreement; and

WHEREAS, The Commission adopted its Bylaws and 2009 Work Plan and Budget on July 3, 2009; and

WHEREAS, The Bylaws require each Financial Party to approve its financial participation to the Commission; and

WHEREAS, The Commission's 2009 Work Plan and Budget identify \$21,150, or 35.25% as the Ramsey County Regional Railroad Authority funding commitment. Now Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the Commission's 2009 Budget, and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority will pay \$21,150 to the Minnesota High Speed Rail Commission in an amount of \$21,150 as its funding commitment to the 2009 Budget, and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County Manager to make payments and any necessary budget adjustments in a form approved by Budgeting and Accounting.

4. Financial Services Agreement between the Ramsey County Regional Railroad Authority and the Minnesota High Speed Rail Commission

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Ortega. Ayes –Bennett, Ortega, Parker, Reinhardt, Rettman, McDonough – 6. Nays – 0. (R09-34)

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

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

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

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

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

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

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

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

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

5. Approval of Ramsey County Regional Railroad Authority's Financial Commitment to the Central Corridor Light Rail Project

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Ortega.

Chair McDonough explained that part of the funding commitment requires Ramsey County to provide local funds for 7% of the project. The increase in the Cost Effective Index (CEI) increases the project budget, as well as Ramsey County's commitment.

Tim Mayasich, Director Ramsey County Regional Railroad Authority (RCRRA), confirmed as the project has moved forward with the completion of further engineering, the discovery of Right of Way (ROW) needs and inflation costs, the cost estimate changed and the CEI increased. Therefore, RCRRA is seeking the board's approval for the change in their financial commitment.

Commissioner Rettman wanted to confirm that they are able to negotiate some of the unresolved issues and the additional costs for those issues.

Chair McDonough responded that the Central Corridor Management Committee and the Metropolitan Council already approved how to allocate the increase in the project's dollar budget. He said the project office was cooperative in working with funding partners to help to identify the priorities and immediate needs. They cannot move the project forward without the full acquisition of the ROW.

Commissioner Rettman asked if they are buying all of the property or just the ROW to be able to cross the property at the diagonal.

Mr. Mayasich replied they would be purchasing the property required for the project which is the Bremer Building and the parking lot.

Chair McDonough said the project office and dollars can only buy ROW that is needed to accommodate the transit line itself.

Commissioner Rettman clarified that they are not constructing the building and are just acquiring the property to put the line across the diagonal.

Mr. Mayasich confirmed the acquisition would not go beyond the purpose of laying down the tracks.

Chair McDonough added that environmental cost could be included. It was discovered the diagonal, which was presented by the City of St. Paul, will be beneficial to the project because it combined two stops into one. However, the acquisition of the ROW was one issue that came up and the City will be responsible for sorting out their vision about the economic development to occur around that station.

Ayes – Bennett, Ortega, Parker, Reinhardt, Rettman, McDonough – 6. Nays – 0. (R09-35)

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

WHEREAS, The Metropolitan Council is responsible for delivering the project according to Federal Transit Administration (FTA) and local project partners' requirements; and

WHEREAS, Commitments for non-federal funding need to be in place before the project is approved to enter final design in October, 2009; and

WHEREAS, Legislative action in 2008 capped the Ramsey County Regional Railroad Authority commitment to rail projects at ten percent; and

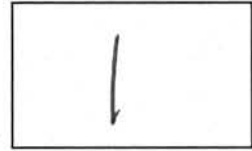
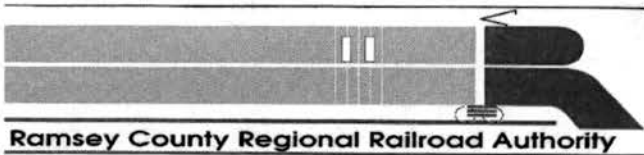
WHEREAS, The Ramsey County Regional Railroad Authority's share of the Central Corridor Light Rail Project is seven percent based on mileage of the line; and

WHEREAS, Preliminary engineering has identified right of way, financing and mitigation requirements that, along with contingency, add to the project budget; and

WHEREAS, Those adjustments could increase the project budget from \$913.9 million to \$941.3 million; now, therefore be it

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes commitment of seven percent of the capital costs for the Central Corridor Light Rail Project, not to exceed \$65,900,000.

There being no further business, Chair McDonough declared the meeting adjourned at 11:10 AM.



REQUEST FOR ACTION

Type of Agenda: ☒ Policy ☐ Discussion
☐ Administrative ☒ Information

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 9/8/09

SUBJECT: Presentation of the 2010-2011 Ramsey County Regional Railroad Authority Budget.

EXECUTIVE SUMMARY:

The County Manager will present the 2010-2011 Ramsey County Regional Railroad Authority Budget at this meeting.

ACTION REQUESTED:

None. For information only.

SUBJECT: Presentation of the 2010-2011 Ramsey County Regional Railroad Authority Budget.

ATTACHMENTS:

None

PREVIOUS ACTION:

N/A

COUNTY MANAGER'S COMMENTS:

SUBJECT: Presentation of the 2010-2011 Ramsey County Regional Railroad Authority Budget.

Regional Railroad Authority – Authorized Signature	Date
	9/2/09

Budgeting & Accounting – Authorized Signature	Date
	9/2/09

County Attorney – Authorized Signature	Date
	9/3/09

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

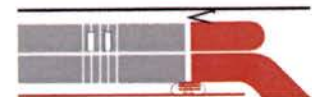
Ramsey County Regional Railroad Authority

2010-2011 Proposed Budget

Julie Kleinschmidt, Ramsey County Manager



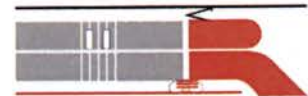
September 8, 2009



RCRRA Mission



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



Ramsey County Goal

Promote multi-modal transit and transportation solutions that effectively serve our citizens.

Critical Success Indicator

A variety of safe and effective transportation options benefit the community.





Central Corridor LRT

Who We Are



Minnesota's Union Depot

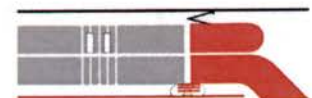
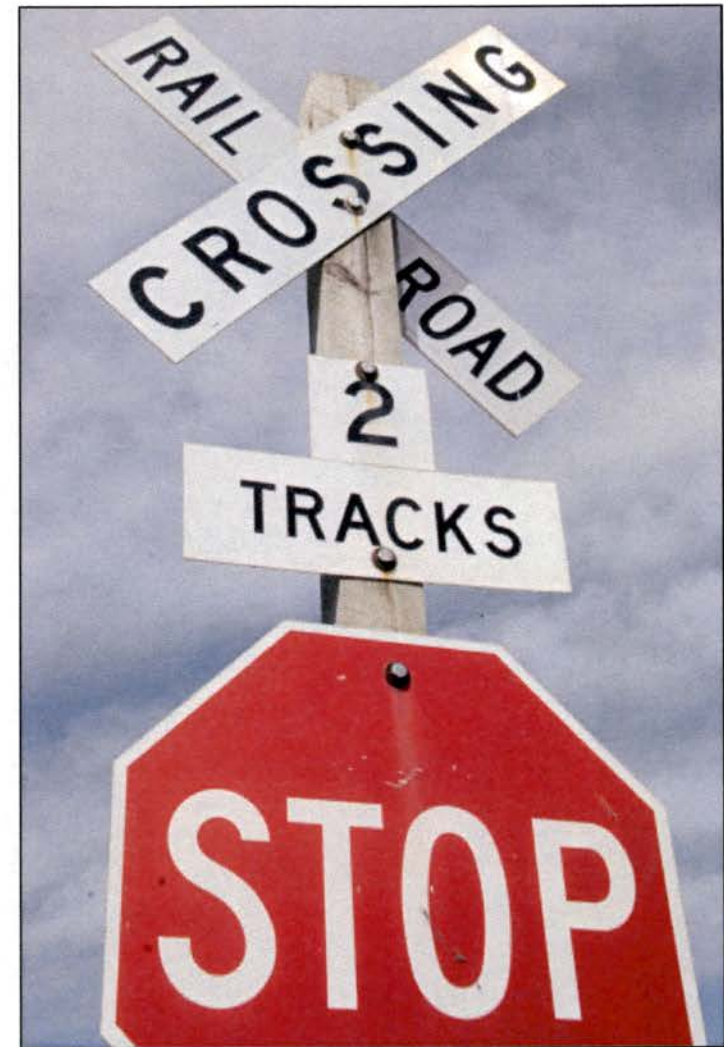
- The Regional Railroad Authority advocates for, coordinates, funds, plans and implements transit for county residents and businesses.
- The seamless, multimodal transit network that the Authority is working on is designed to ease congestion, make it easier to get to and from work, sports and entertainment venues, and improve the economic competitiveness and vitality of St. Paul, Ramsey County and the East Metro region.

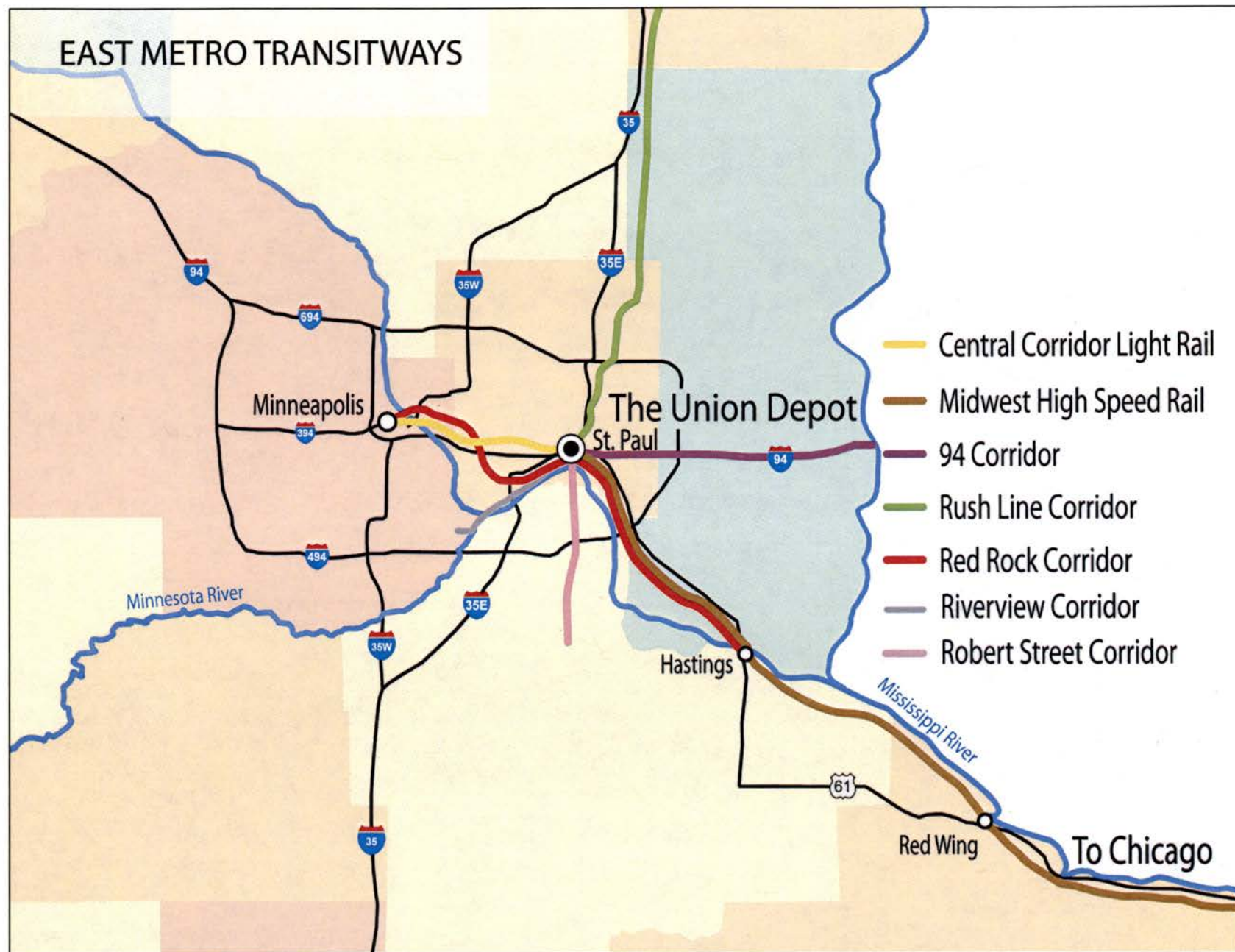




What We Do

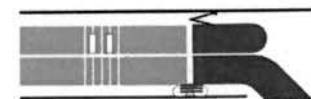
- Develop a long-range vision of transit services to meet changing needs for today and for succeeding generations.
- Help to shape the future of Ramsey County and the region by preserving rail corridors and providing rail transit services.
- Work in a manner that is sensitive to the financial impact to county taxpayers.





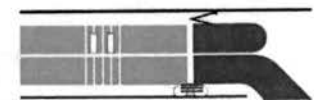
Long-Term Financing Strategy

- 2005 – Financing strategy goals:
 - Adopt long-term 2006-2014 capital plan for funding RCRRA share of transit projects
 - Keep property tax levy stable
 - Keep borrowing costs low
 - Keep within County debt benchmark goals
 - Provide flexibility to take advantage of federal funding
 - Stimulate economic development of entire East Metro region
 - Receive broad community support for the financing strategy



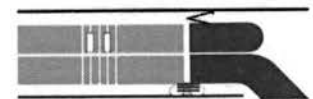
Proposed Tax Levy

- Proposed Tax Levy 2010 and 2011 - \$19,938,811
- No levy increase in either 2010 or 2011
- Proposed levy is less than authorized maximum



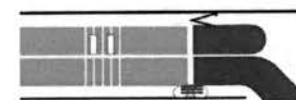
2010-2011 Proposed Budget

	<u>2010</u>	<u>2011</u>
Operating Budget	\$ 3,325,476	\$ 3,200,534
Capital Project Budget	\$46,500,000	\$151,500,000
Property Tax Levy	\$19,938,811	\$ 19,938,811
Tax Levy Increase	0%	0%



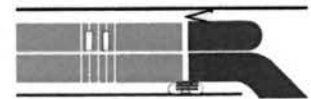
Union Depot

- The Union Depot project is the only construction project submitted by Mn/DOT for High Speed Intercity Passenger Rail federal stimulus funding.
- The estimated cost for renovating and reconstructing the Union Depot to be operational by 2012 is \$247.4 million.
- 2010-2011 budget provides funding to complete the project at \$247.4 million.
- 2011 proposed budget assumes RCRRA will receive \$135.8 million in federal funds (requests made through American Recovery and Reinvestment Act and Tiger Funds).
- If federal funds aren't received, RCRRA will need to develop a new financing plan which could include other federal sources, state funds and potentially, local bonding in 2011 and/or future years.



Central Corridor

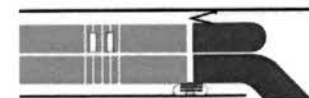
- The Central Corridor connects downtown St. Paul's Union Depot to downtown Minneapolis and the Hiawatha Light Rail Line.
- The RCRRA obligation for the Central Corridor light rail project is \$65.9 million.
- The federal full funding grant agreement is expected and major construction is scheduled to begin in 2010.
- The proposed budget provides sufficient funding to fulfill the Central Corridor obligations through 2011, primarily using funding from prior year budgets.



Other Corridor Projects

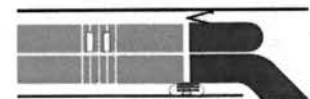
Funding is provided in the 2010-2011 proposed budget to study the following corridors:

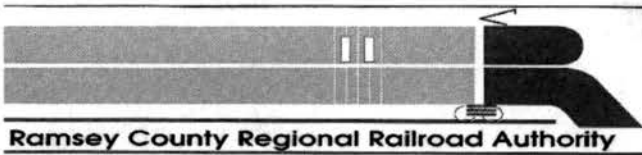
- Rush Line Corridor – Implement bus service and continue project development for long-term rail option
- Red Rock Corridor – Continue project development through Southeast Stations Station Area Master and Site Planning Study, Union Depot Economic Analysis Study, and East Metro Railroad Capacity Analysis
- High Speed Rail – Continued advocacy through MN High Speed Rail Commission and Coordination with Mn/DOT and other partners on the results/recommendation of the State Rail Plan
- I-94 East - Alternatives Analysis
- Robert Street Corridor – Assess location and type of transit improvement suitable for the corridor
- Northeast Corridor and Northeast Diagonal Corridor – Preserve right of way for future transit use
- Riverview Corridor – Initiate corridor study



Next Steps

- September 8, 2009 - Set the 2010 maximum levy.
- October 30, 2009 – Public Hearing #1 - Public Testimony on budget.
- November 10, 2009 – RCRRA 2010-2011 budget hearing.
- December 1, 2009 – Public Hearing #2 – Public Hearing on budget.
- December 15, 2009 – Final approval of budget and 2010 levy.





2

REQUEST FOR ACTION

Type of Agenda: ☒ Policy ☐ Discussion
☐ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 9/8/2009

Regional Railroad Authority Meeting Date: _____

SUBJECT 2010 Budget – Proposed Maximum Tax Levy for the Truth in Taxation Notice.

EXECUTIVE SUMMARY

The Truth in Taxation Law (M.S. 275.065) requires the Ramsey County Regional Railroad Authority to certify a proposed maximum tax levy to the Property Records and Revenue Department (County Auditor) by September 15, 2009.

An important provision of the Truth in Taxation Law is that the approved tax levy for the 2010 Budget cannot be more than the proposed maximum tax levy certified by the Ramsey County Regional Railroad Authority by September 8, 2009.

The 2010 proposed levy for the Rail Authority is \$19,938,811, which is an increase of 0% from last year's levy of \$19,938,811.

The Regional Railroad Authority will finalize budget deliberations before final budget approval on December 15, 2009.

ACTION REQUESTED

Approve the proposed maximum tax levy of \$19,938,811 to finance the 2010 Ramsey County Regional Railroad Authority Budget, which in accordance with the Truth in Taxation Law, must be certified to the Department of Property Records and Revenue by September 15, 2009.

1

SUBJECT: 2010 Budget – Proposed Maximum Tax Levy for the Truth in Taxation Notice.

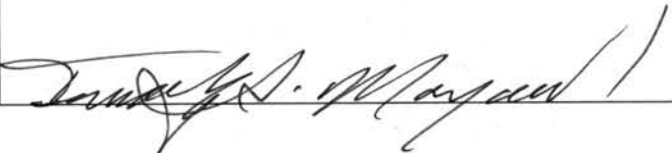
ATTACHMENTS:

PREVIOUS ACTION:

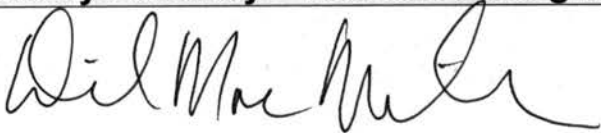
COUNTY MANAGER'S COMMENTS:

The proposed maximum tax levy must be certified by September 15, 2009 to comply with the Truth in Taxation Law.

SUBJECT: 2010 Budget – Proposed Maximum Tax Levy for the Truth in Taxation Notice.

Regional Railroad Authority – Authorized Signature	Date
	9/2/09

Budgeting & Accounting – Authorized Signature	Date
	9/2/09

County Attorney – Authorized Signature	Date
	9/3/09

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: 2010 Budget – Proposed Maximum Tax Levy for the Truth in Taxation Notice.

Draft Resolution

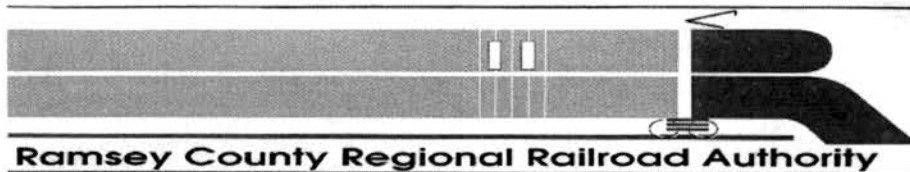
2 WHEREAS, The Truth in Taxation Law (M.S. 275.065) requires the Ramsey County
3 Regional Railroad Authority to certify a proposed maximum tax levy to the Property Records and
4 Revenue Department (County Auditor) by September 15, 2009; and

5 WHEREAS, The Certified Proposed Maximum Tax Levy will be the amount that is used for
6 the Truth in Taxation notices that will be mailed to each property owner in the County after
7 November 10, 2009, but no later than November 24, 2009; and

8
9 WHEREAS, The Truth in Taxation Law includes a provision that the approved tax levy for
10 the 2010 budget cannot be more than the proposed tax levy certified by the Ramsey County
11 Regional Railroad Authority by September 8, 2009; and

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

17
18 RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the
19 proposed maximum tax levy of \$19,938,811 to finance the 2010 Ramsey County Regional
20 Railroad Authority Budget, which in accordance with the Truth in Taxation Law, must be certified to
21 the Department of Property Records and Revenue by September 15, 2009.



6560 Ramsey County Government Center West
50 Kellogg Boulevard West
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

September 1, 2009

Immediately following the County Board Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the September 1, 2009 Board Meeting is presented for approval.

MINUTES of the August 11, 2009 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. **Approve Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council for Central Corridor Preliminary Engineering Staff Support for September 1, 2009 to December 31, 2009**

Board Action Requested:

1. Approve the Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council from September 1, 2009 through December 31, 2009 at a cost not to exceed \$48,209.56.
2. Authorize the Chair and the Chief Clerk to execute the Agreement.

2. **Approval of a cooperative agreement with Washington County Regional Railroad Authority to provide up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning Study**

Board Action Requested:

1. Approve a cooperative agreement with Washington County Regional Railroad Authority to provide up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning Study.
2. Authorize the Chair to execute the Cooperative Agreement.
3. Authorize the County Manager to make payments and any necessary budget adjustments in a form approved by Budgeting and Accounting.

(Administrative Agenda is continued on the following page)

3. Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the 2009 Minnesota High Speed Commission Budget

Board Action Requested:

1. Approval of the Minnesota High Speed Rail Commission's 2009 Budget.
2. Approval of the Ramsey County Regional Railroad Authority's \$21,150 payment to the Minnesota High Speed Rail Commission's 2009 Budget.
3. Authorize the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting.

4. Financial Services Agreement between the Ramsey County Regional Railroad Authority and the Minnesota High Speed Rail Commission

Board Action Requested:

1. Approve the Financial Services Agreement for Ramsey County Regional Railroad Authority to be the fiscal agent for the Minnesota High Speed Rail Commission.
2. Authorize the Chair and Chief Clerk to execute the Financial Services Agreement.

5. Approval of Ramsey County Regional Railroad Authority's Financial Commitment to the Central Corridor Light Rail Project

Board Action Requested:

Authorize the Ramsey County Regional Railroad Authority commitment of seven percent of the capital costs for the Central Corridor Light Rail Project, not to exceed \$65,900,000.

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

August 11, 2009

The Ramsey County Regional Railroad Authority met in the Council Chambers, Third Floor Court House, with the following members present: Bennett, Carter, Ortega (late), Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0.

Chair McDonough called the meeting to order at 9:36 AM

AGENDA

Commissioner Reinhardt moved approval of the Agenda of the August 11, 2009 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Rettman, Bennett, Carter, Parker, Reinhardt, McDonough – 6. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes from the July 14, 2009 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Rettman, Bennett, Carter, Parker, Reinhardt, McDonough – 6. Nays – 0.

1. Ratification of Report of Contracts

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Rettman, Bennett, Carter, Parker, Reinhardt, McDonough – 6. Nays – 0. (R09-29)

WHEREAS, Administrative Code 4.3.50A requires a report of all contracts approved by the County Manager; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the Quarterly Report of Contracts for the period of April 1, 2009 through June 30, 2009.

Chair McDonough moved to item 3, Transitway Impacts Research Program 2009 Funding Request and Presentation, because Mark Furhmann had not yet arrived to present the Central Corridor Project Update, which was item 2 on the agenda.

[Commissioner Ortega arrived during the following discussion]

2. Transitway Impacts Research Program 2009 Funding Request and Presentation

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Reinhardt.

Tim Mayasich, Director Ramsey County Regional Railroad Authority, addressed the board to explain that Lee Munnich, Center for Transportation Studies (CTS), was expected at 10 am to do a presentation on the Transitway Impacts Research Program. The Ramsey County Regional Railroad Authority (RCRRA) expensed (expended) \$20,000 in 2008 towards transit studies. CTS is requesting \$20,000 from the RCRRA for 2009 to continue the transit studies. These in depth, economic studies are of value to the RCRRA, and it is therefore recommended that the board moves forward to support this expenditure for 2009. They would be given further information during Mr. Munnich's presentation.

Chair McDonough commented that the \$20,000 is a good investment for Ramsey County because the value they get back from participating is tremendous.

Commissioner Reinhardt agreed and said the question of economic impact also came up at the Rush Line Corridor open house in June. This is valuable and important information to have and it is what people want and expect.

Commissioner Rettman wanted to know who decides which issues are pursued for these studies.

Mr. Mayasich replied it is his understanding that CTS issues a request for proposals (RFP) for the different areas of study to the various departments of the University. Therefore, CTS decides which entity receives funding for their study but RCRRA does have input into it as a funder.

Chair McDonough suggested that they vote on the \$20,000 funding request first and then they can direct these kinds of questions to Mr. Munnich when he gives his presentation.

Commissioner Rettman asked if she could withhold her vote until after the presentation or if she could vote no now and then change it to yes if she decides to do so after she hears the presentation.

Chair McDonough pointed out that there would be no way to vote after the presentation.

Commissioner Reinhardt suggested that Commissioner Rettman vote yes now and then if she wants to change her vote to no afterward, she can ask for reconsideration.

Roll Call: Ayes – Rettman, Bennett, Carter, Ortega, Parker, Reinhardt, McDonough – 7. Nays – 0. (R09-30)

WHEREAS, Ramsey County and other Railroad Authorities and the University of Minnesota have supported research initiatives to study transitway projects' economic and community impacts through Transitway Impact Research Program; and

WHEREAS, The Transitway Impact Research Program has requested \$20,000 from the Ramsey County Regional Railroad Authority to research residential and commercial property values, land use patterns, neighborhood impacts, and travel behaviors; Now, Therefore be it

RESOLVED, That Ramsey County Regional Railroad Authority approves the expenditure of \$20,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impact Research Program for 2009.

3. Updates

Tim Mayasich, Director Ramsey County Regional Railroad Authority (RCRRA), gave a few updates on recent RCRRA activities. The first update was on the Federal Railroad Administration ARRA grant application for the Union Depot. This application is being developed collaboratively with Mn/DOT and will request \$137.7 million for the development of the Union Depot as the multimodal transit hub. Mr. Mayasich said the Depot project is the only Track One Program Project in the state, meaning it is the furthest along in the project development process. In a recent conference call with the Federal Railroad Administration (FRA), positive feedback was received on the project including the FRA expressing its excitement about the project and its desire to see it succeed. The deadline for the grant submittal is August 24, 2009 and the project received unanimous support at the Mn/DOT Rail Forum. Mn/DOT will submit the final application to the FRA and they anticipate getting a response from FRA within 90 days after the application deadline. It is possible FRA could extend their awarding period through September 30, 2010, which would be beneficial for the RCRRA as it would allow them to get further along in the project development process. It was explained to FRA the RCRRA currently has enough funding to get through Preliminary Engineering, Final Design and some of the construction work, therefore a later grant award would be favorable and FRA was pleased to hear this.

Chair McDonough commented that this is really a big deal as the only project in the state that meets the criteria to move forward on a track one funding request and is a good example of the work that we have done in Ramsey County to position ourselves for these opportunities. He stressed that the unanimous support they have received throughout the state to move this project forward is important. The Union Depot project is rated highly and stands out because it has independent utility and does not rely on other projects to move forward. He mentioned that it will be extremely competitive and that the Union Depot project provides geographic balance, which is one of the FRA's guidelines in the grant application.

Commissioner Parker thanked Chair McDonough, Mr. Mayasich and the RCRRA staff for positioning them for this opportunity. She asked who the decision makers are in this process.

Mr. Mayasich replied that the FRA will make the final decision on who will be awarded a grant and at what level. He said they are well positioned with the support of Mn/DOT and the partners in the rail forum.

Commissioner Parker asked if including letters of support would help their chance in the selection.

Tim Mayasich said the contents of the application are really what FRA will be looking at. They could submit letters of support from the local state delegation and federal delegation, for example, but FRA will mostly be interested in the support and commitment from our other partners on the Depot such as Amtrak, Jefferson Lines, Greyhound and Metro Transit. He agreed that the independent utility aspect of the Depot is important and our job is to get the Depot ready to accommodate all the other modes coming into it.

Chair McDonough added that we have Amtrak's, Jefferson Lines, Greyhound's and Metropolitan Council's support. In fact, the state bonding share allowed \$21 million for transit projects in the metro area and the Met Council's initial proposal is to dedicate \$.5 million of that to the Union Depot in state funds.

Commissioner Parker suggested that they pursue the letters of support because it reaffirms their priority.

Commissioner Bennett commented that the LOCATE Task Force has consisted of representatives of the Union Depot partner entities, such as those previously mentioned, and they have attended every meeting. We have had a good working relationship with them for numerous years solely working on the Union Depot project and assuring that it becomes a reality.

Chair McDonough commented that much recognition goes to LOCATE because the original charge was to validate that the Union Depot made sense for an intermodal transit hub for our community and the east metro. They looked at many options and scenarios and landed exactly where it was expected but their work truly helped position the Depot as the right place.

Commissioner Reinhardt commented that we are moving forward into the next phase of the project as it becomes a facilities operation with the transit options coming into the Depot. She added that when the board was at a conference in Washington, DC, Chair McDonough arranged for FRA representatives to attend the conference. This allowed an early opportunity to connect with the FRA and inform them on the project. FRA mentioned that this was uncharted territory for them and they needed the expertise and advice that entities like Ramsey County could provide them. She was impressed with how open they are to figuring out the best way to achieve this and the most economical way to get the job done. She said we are well positioned not only because of the partners but also because of the outreach that has taken place.

Mr. Mayasich proceeded into the next update topic of the Union Depot Environmental Assessment (EA), which he said has been signed by the Federal Highway Administration (FHWA). The document

will be published in the Environmental Quality Bulletin on August 24, 2009, which will open a 45 day comment period. RCRRRA will hold two public hearings at the Union Depot on the EA both to take place on September 9, 2009, the first one from 12:30-2:30 pm and the second from 5:30-7:30 pm. After the comments have been received and reviewed by the FHWA, we would expect to receive a Finding of No Significant Impact (FONSI) from the FHWA that should allow us access to the \$45 million of state relief funds that have been appropriated for this project.

Chair McDonough said this is another big step in this process. It is very good that the post office is on schedule to move its operations into Eagan, which happens on December 31, 2010, because we take possession on January 1, 2011 and will immediately begin construction to prepare for Amtrak to move into the building.

Mr. Mayasich concluded his update by mentioning that Mn/DOT is submitting a \$50 million FRA request for the Midwest Passenger Rail Corridor between Milwaukee, WI and the Twin Cities. Mn/DOT is collaborating with the Wisconsin Department of Transportation (WisDOT) on the application. WisDOT is looking at two corridors for their portion of that route. Regardless of which route is selected they have excellent access into the Depot.

Chair McDonough added that there is a track one funding request to build the Milwaukee to Madison connection and to complete the track upgrades needed for the Chicago to Milwaukee portion of the corridor.

Commissioner Parker asked that a map of the two proposed corridors be provided to the Board.

Mr. Mayasich commented that if they are awarded the FRA grant funding, the RRA would return to the Board for approval.

4. Central Corridor Project Update – Mark Fuhrmann

Mark Fuhrmann, Central Corridor Project Manager, began the Central Corridor Project Update by saying that it is an important month in advancing the Central Corridor Light Rail Transit (LRT) Project. The three topics he planned to discuss are the Final Environmental Impact Statement (FEIS) Comments and Schedule, Project Scope and Budget and 4th Street Advance Utility Relocation.

Mr. Fuhrmann said the FEIS was published in June, the comment period closed on July 27, 2009 and they received 200 comments, 90% of which were related to the University of Minnesota (U of M). Other concerns were impacts to businesses, noise and vibration, environmental justice impacts and parking impact. Mr. Fuhrmann explained that there are two critical action items taking place in August. On August 19 is the Receipt of a Record of Decision (ROD) from the Federal Transit Administration (FTA), which formally concludes the National Environmental Policy Process and closes out the project's environmental review, documentation and findings. Concurrent with the ROD, Metropolitan Council has requested a Letter of No Prejudice (LONP) to be approved by the FTA. Also taking place on August 26 is the Met Council's FEIS Adequacy Determination, as required by Minnesota in this process.

Chair McDonough wanted to clarify if the LONP is a common occurrence throughout the county on similar projects, and if there have been any projects that did not receive federal funding once the LONP was received.

Mr. Fuhrmann replied that FTA has said that they are not inclined to issue a LONP unless the project is a promising candidate for the full funding grant. He commented that five LONP's were sought and received for the Northstar Project before the receipt of the full funding grant.

Chair McDonough said this is important because there is still the risk of spending local funds and not reaching the point where a full funding grant agreement is signed and federal funds are received.

Even though this has never occurred following the receipt of a LONP, it could and once Met Council comes to Ramsey County and asks us to participate with local funds, the Board needs to recognize that while it is critical to spend the local funds there will be some risks.

Commissioner Rettman commented that they already approved part of that on the 4th street utility work and previously advanced funds.

Mr. Fuhrmann replied that the utility work, which began in July, is solely being undertaken by Xcel Energy at their expense. Met Council sought the Ramsey County Regional Railroad Authority's (RCRRA) formal commitment of \$2 million for just this portion of the utility work (This sentence doesn't make sense to me. If xcel is paying for the work, why is the RCRRA being asked for \$2 million?). The Preliminary Engineering (PE) and Final Design funding agreement, which the RCRRA also authorized execution, clearly states that anytime the project seeks a LONP, Met Council must come before the RCRRA and seek permission to do so prior to advancing that local money.

For the next topic, Mr. Fuhrmann explained that the Project Scope and Budget is updated each year as part of the annual cycle for the federal New Starts process. The FTA recently issued their annual letter for the upcoming year New Starts Guidance, which details the FTA allowed changes in the Cost Effective Index (CEI). For the next annual cycle, they have adjusted the CEI to \$24.99, a \$.50 increase from the current rating for a "medium". The project CEI currently stands at \$24.37. The escalated CEI is listed at \$24.60, as the FTA requires all projects to normalize their costs and account for escalation and inflation. The inflation adjustment does not require new expenditures but allows our project to be on the same level as other projects. With the new CEI, there is a \$.39 capacity if the policy makers, the RCRRA and Met Council all agree that there is worthy scope and budget expenditures up to that level. The CEI is a pass/fail, which means any project that wants the federal grant must achieve a CEI of \$24.99 or less to rate a "medium" in the CEI evaluation to be eligible for the federal funds.

Chair McDonough commented that conversations then surround whether or not the \$.39 should be spent and how. If we did spend up to the \$24.99, it would increase Ramsey County's share of 10%, as well as the Counties Transit Improvement Board's (CTIB) share and the state's share because the federal dollars coming in would have to be matched.

Mr. Fuhrmann said they have been working closely with both counties, both cities and the U of M to identify potential items that are putting demand on the project scope and budget. There are 6-8 items that are currently being discussed with each of the funding partners. These Identified Scope Additions exceed the \$.39 capacity. This issue will be discussed at the Central Corridor Management Committee (CCMC) tomorrow and, at the end of this month, CCMC will provide advice to Met Council, who will need to decide on August 26, in determining the priority items and expenditures while keeping within the CEI limits.

Chair McDonough clarified that the CEI change is not a direct dollar to dollar comparison. A lower dollar amount but a higher CEI is an indication that it is affecting travel time or ridership. Higher dollar amounts with non-corresponding CEI means that it is a capital investment and not necessarily affecting travel time or ridership. Most of the time, we know the impact of the CEI when we make or change an investment, as we have seen.

Commissioner Bennett asked for a quick rundown of the identified scope additions, specifically the 4th Street/Cedar/Diagonal Right of Way (ROW).

Mr. Fuhrmann replied they made the adjustments to the alignment in downtown St. Paul to take the train tracks through the diagonal through the old Bremer Bank. This is just the ROW cost, as the old alignment was in street and there was no ROW, now we are going through that private property. This includes the acquisition of the building.

Commissioner Rettman asked if this was the City of St. Paul's responsibility.

Mr. Fuhrmann replied said they worked closely with the City, which sought legislative authority for new funding for acquisition cost but at the end of that session it was not successful. FTA will look to the project and need to see a cost as to what the current estimate is to acquire the building.

Chair McDonough clarified that this alignment change was a benefit to the project because it eliminated one station and decreased travel time, which increased the CEI. Ramsey County and the project office have taken the position that the issue of actually acquiring the ROW and assuring that the track and train can operate there is the responsibility of the project. Anything beyond that would be the responsibility of interested parties who would want to make those investments.

Commissioner Bennett wanted to confirm that if the station is eliminated and they make the diagonal, then the cost for the eliminated station is included in the creating the diagonal.

Mr. Fuhrmann replied the cost of the station is not included in the estimated CEI change but is strictly to purchase the ground necessary for the track. He said the cost for the station has already been subtracted. He added that going back to the old alignment of running track down Cedar Street and making a 90 degree turn on 4th street is no longer an option because the FEIS documented taking the train on the diagonal, which FTA is expected to sign off on.

Commissioner Bennett said the estimated CEI change of \$.22 is then a reality because there is no other option for this alignment.

Commissioner Carter said they acknowledge that the identified additions are unresolved issues and without an alignment there is no Central Corridor. She asked how the resolution of these issues impact the Record of Decision (ROD) and if Mr. Fuhrmann had any guidance as to how and when the other items might need to be resolved.

Mr. Fuhrmann replied that the Infill Station item, for example, relates most directly to Commissioner Carter's question of what will be a Met Council decision timeline to give the project direction on those items. He said he received a letter from the FTA last night on the Infill Stations stating that at the point in which the partners decide to activate one of those stations, FTA will require additional environmental documentation. This implies that the Infill Station item will not be ready for public review and comment next week, prior to ROD. Then based on discussions with FTA, they would have to identify a future point, when the proper environmental documentation has been obtained, in which they could advance an Infill Station into the overall project scope. The three U of M items at the bottom of the chart, Electro Magnetic Interference (EMI), Monitoring and Vibration, are currently the focus of intense negotiations at the policy level, which are the meetings that have included Chair McDonough, the two Mayors, Hennepin County and the Met Council's Chairman Bell. They have been meeting frequently to identify what mitigation measures and options are available to address the U of M concerns. He said the available options are starting to narrow down and hopefully they can continue to advance and bring consensus to those discussions, which will then inform the final language and the record of decision for next week.

Commissioner Carter followed up by saying that the Met Council, CCMC and other jurisdictions have all stated their priority that first available funds in the project would go to an infill station. She said they were very deliberate and intentional about including the additional station into the Supplemental Environmental Impact Statement (SEIS) so they would have the needed information in making a decision. With regard to the additional environmental documentation required for adding an infill station, she asked if Mr. Fuhrmann had any information about the volume of the additional documentation or its impact on the project.

Mr. Fuhrmann replied they have been searching for those answers from FTA within the last couple of weeks. They have not been fully disclosed what would satisfy their request for additional

environmental documentation. He said he pointed out to them that the SEIS and the FEIS both talk about the three potential infill stations and the infrastructure below the track that the project is committed to building, the traffic impacts of any of those three stations and the loss of on-street parking, and he reminded FTA that those specific impacts are identified in the environmental documentation. He said the letter from FTA about the additional documentation continues to be vague and the FTA has not yet clarified what the documentation will encompass. Therefore, they need to continue to have those discussions with FTA to clarify what it is they would require post ROD and they don't yet know what will be the quickest way to pursue this at this point.

Commissioner Parker wanted to confirm that the source of the mitigation funds does not matter as long as it is included in the project cost.

Mr. Fuhrmann replied that her assessment was correct.

Chair McDonough added there is potential that FTA could say a particular mitigation and the funds pertaining to it are appropriate and effective. However, a project could choose to mitigate to a higher standard and that gap could be paid for with outside funds, as long as the FTA agrees we did not need to spend those funds to achieve the appropriate and effective mitigation.

Mr. Fuhrmann said it is an accurate statement. He said, for example, a typical platform as is needed on the diagonal would cost about \$5 million. If the city wants to elaborate on that by enhancing materials or adding vertical circulations, then that would be above and beyond the project scope and be identified as a "betterment" and need to be funded by St. Paul at their sole expense. This would then not be part of the budget and not be part of the CEI calculations.

Commissioner Bennett asked for explanation of the Operations and Maintenance Facility (OMF) Façade Treatment.

Mr. Fuhrmann replied that it has to do with discussions they had earlier this year in March when they relocated the Maintenance Facility from south of Kellogg Boulevard, to north of Kellogg, to the old Gillette/Diamond building. He said the City of St. Paul, in their actions for the memorandum of understanding, wanted to put windows in the west side of that facility that would look out over the St. Paul Farmer's Market to give it a more neighborhood/pedestrian feel.

Commissioner Bennett asked if those enhancements have the potential to be considered "betterment" additions, then should they not come from the city.

Mr. Fuhrmann said in the course of those negotiations with the City back in March, this now needs to be part of the base as it is a condition set forth in the approval by the City Council of the memorandum.

Commissioner Bennett asked what would happen if we do not have the funds within the \$.39. Do we not build the maintenance facility or get the grant to create it?

Mr. Fuhrmann replied the maintenance facility is part of the project scope.

Commissioner Bennett wanted clarification on why these are considered additions if they have to be there to do the project.

Chair McDonough clarified these are unresolved issues that all need to have solutions. There are several options for these solutions where some of the costs might decrease and we would still meet the needs and there are potential options where outside funds may help. Even though the CEI has increased by \$.39 and allows us more dollars to spend, these are the unresolved issues in the total potential demand on that \$.39. He said it will be very difficult to buy all the solutions with the \$.39.

Commissioner Parker asked Mr. Fuhrmann to expand on the U of M construction schedule.

Mr. Fuhrmann said the line item U of M Construction Schedule is the U of M requesting Met Council and the project that the U of M would control the actions and phasing of the Met Council construction contractor when they are operating and constructing in the University area. We know the estimated construction cost of those six blocks on the east bank, and this is increased with a 50% premium on that should the University decide and demand that they will manage the contractor and not the Met Council. He said, therefore, the estimated CEI change range is associated with the schedule management issues and, while the amount is being discussed, they are not a direct physical component of the construction.

Mr. Fuhrmann proceeded with the final topic, 4th Street Utility Relocation Contract Status. He said they went out for bids in July and received four bids, which ranged from \$13.5 to \$18.2 million. The bids were rejected due to their unbalanced nature. He explained this and said the bids incorporated St. Paul Water, St. Paul Sewer and District Energy work and they had estimates for these three subcomponents for the work. The estimates came in quite distorted between those three subcomponents and for this unbalanced reason they had to reject the bids last week and re-advertised on Thursday with new bids due Thursday of this week. With this new round of bidding, they hope the three subcomponents of the work will be much clearer to bidders and better will better match their estimates.

Commissioner Bennett asked who is paying for the water, sewer and district energy cost of relocation.

Mr. Fuhrmann replied that the state statute require the project to pay for relocation expense for the public utilities (water and sewer). State statute requires private utilities to pay their own expense (district energy).

Mr Fuhrmann said during the last week in August they will have the identified low bidders and will seek approval from the Met Council to award a contract contingent upon receipt of the ROD and LONP to assure that both Met Council and Ramsey County can be reimbursed for the advance local money for that work. He said this concludes the update and they have greatly appreciated the RCRRA's support on the project.

2. Transitway Impacts Research Program 2009 Funding Request and Presentation (continued)

Lee Munnich, Center for Transportation Studies (CTS), said he would provide an update on the Transitway Impacts Research Program (TIRP), a background on what it is about and how it relates to the Central Corridor and other transit projects in the twin cities area. He said the program began a couple of years ago The University of Minnesota (U of M) does extensive transportation research through the CTS. Much of the work that has been done related to roads and highways but they have not had a comparable transitway component until recently. With all the transit projects taking place in the Twin Cities, they decided to expand their research capacity to keep up with and get ahead of some of the work that is going on, which is intended to be a long term study effort. The basic topics of their study are "what are the economic, social, and health impacts of transitway corridors in the Twin Cities metropolitan area", which was launched in 2006 by the Hennepin County - University of Minnesota Partnership and supported by the CTS and the State and Local Policy Program at the Humphrey Institute. TIRP has many partners, including the cities of Minneapolis and St. Paul, the counties of Ramsey, Hennepin, Washington, Anoka and Dakota, and more than \$400,000 of TIRP's funding has come from these local resources.

Mr. Munnich said there are two studies that have been completed and others that are underway. They studied the "Hiawatha Line and its impacts on land use and residential housing value". They found that Hiawatha produced an increase of \$47.1 million in residential property value between 2004-2007; the average value of homes located near stations increased: single-family homes more than \$5,000 and multi-family homes more than \$15,000; and compared to a control area, new housing

construction occurred at a rate 183% more and single-family homes sold for 4.2% more. The second study they completed looked at the "demographic and behavioral differences between Hiawatha light rail and other transit riders". They found that Light Rail Transit (LRT) provides equity by attracting captive riders (39%) and efficiency by attracting choice riders (69%); 33% of LRT riders are reverse commuters; 75% of LRT riders walk further than a ¼ mile to each station; 1/3 of LRT riders choose to park and ride; and LRT supports mode mixing – 50% of riders transfer to another transit service. Therefore, this study gave them a first look at some of the behaviors of people using LRT and as they look forward to Central Corridor LRT, it will give them a baseline to understanding to how people are using the line.

Chair McDonough commented Mr. Munnich's last point and said the willingness of riders to mode mixing casues a shift in how we plan for transit in a metropolitan community. It shows that the planning of intermodal hubs, such as the Union Depot, becomes critical.

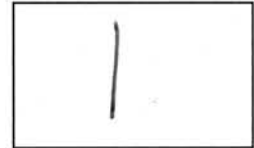
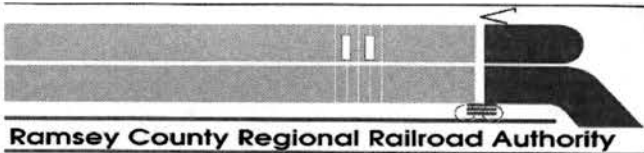
Commissioner Rettman commented that she does have concerns on some of the issues and is curious about which studies would be researched next. She said she would like to discuss this with Mr. Munnich and obtain that information and answers to some of her questions at a future point in time.

Mr. Munnich agreed and said he would also invite some of his faculty to join the discussion.

Mr. Munnich closed his presentation by mentioning TIRP's research priorities for 2010, which includes economic and business impacts, neighborhood and social impacts, and environmental impacts. They will be obtaining faculty proposals to do these research studies.

Chair McDonough informed Mr. Munnich that when they took the vote on this item there were many positive comments about the value of the program.

There being no further business, Chair McDonough declared the meeting adjourned at 11:05 AM.



REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 9/1/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approve Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council for Central Corridor Preliminary Engineering and Final Design Staff Support for September 1, 2009 to December 31, 2009.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has an existing Subordinate Funding Agreement with the Metropolitan Council that expires on August 31, 2009.

The Cooperative Funding Agreement between RCRRA, the Metropolitan Council, and Hennepin County Regional Railroad Authority provides that Hennepin and Ramsey Counties may provide staff support to the Central Corridor project office and be reimbursed for the cost of the employee(s) involved. Currently, Dan Soler, RCRRA Engineer, is working out of the Central Corridor project office and is providing in-kind traffic engineering services that will be considered part of RCRRA's financial contribution for the preliminary engineering and final design portions of the Central Corridor Light Rail Transit Project.

Staff is proposing a new contract with the Metropolitan Council for Mr. Soler to continue to work out of the Central Corridor Project Office during September 1, 2009 to December 31, 2009 at a rate not to exceed \$48,209.56. Mr. Soler's services will be provided in-kind and will continue to be considered part of RCRRA's financial contribution to the Central Corridor preliminary engineering portion of the project. The funds are available in the RCRRA operating budget.

ACTION REQUESTED

- 1) Approve the Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council from September 1, 2009 through December 31, 2009, at a cost not to exceed \$48,209.56.
- 2) Authorize the Chair and the Chief Clerk to execute the Agreement.

SUBJECT: Approve Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council for Central Corridor Preliminary Engineering Staff Support for September 1, 2009 to December 31, 2009.

ATTACHMENTS:

Subordinate Funding Agreement (RCRRA-1)

PREVIOUS ACTION:

An agreement with the Metropolitan Council is currently in place and expires August 31, 2009.

COUNTY MANAGER'S COMMENTS:

The Subordinate Funding Agreement requires Ramsey County Regional Railroad Authority Board approval. Dan Soler's background in the Ramsey County Public Works Department has proven very beneficial to the Central Corridor Light Rail Transit Project.

SUBJECT: Approve Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council for Central Corridor Preliminary Engineering Staff Support for September 1, 2009 to December 31, 2009.

Regional Railroad Authority – Authorized Signature	Date
	8/27/09

Budgeting & Accounting – Authorized Signature	Date
	8/27/09

County Attorney – Authorized Signature	Date
	8/27/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approve Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council for Central Corridor Preliminary Engineering Staff Support for September 1, 2009 to December 31, 2009.

DRAFT RESOLUTION

1 WHEREAS, Ramsey County Regional Railroad Authority is a funding partner of the
2 Central Corridor light rail preliminary engineering; and
3

4 WHEREAS, The preliminary engineering funding agreement provides for
5 reimbursement to the Authority for staff provided to the preliminary engineering effort; and
6

7 WHEREAS, Dan Soler, a RCRRA Engineer, has been working out of the Central
8 Corridor Project Office providing traffic engineering services; and
9

10 WHEREAS, The agreement with the Metropolitan Council for Mr. Soler's services
11 expires August 31, 2009; Now, Therefore, Be It
12

13 RESOLVED, That the Ramsey County Regional Railroad Authority approves the
14 Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council from September 1,
15 2009 through December 31, 2009 at a cost not to exceed \$48,209.56, and Be It Further
16

17 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the
18 Chair and the Chief Clerk to execute the Agreement.

Reference Numbers

CCLRT Project:

Metropolitan Council:

RCRRA/HCRRRA:

PROJECT: CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT

MASTER AGREEMENT NAME: COOPERATIVE FUNDING AGREEMENT FOR PRELIMINARY ENGINEERING AND FINAL DESIGN

PARTIES TO MASTER AGREEMENT:

- Metropolitan Council
- Ramsey County Regional Rail Authority
- Hennepin County Regional Rail Authority

**SUBORDINATE FUNDING AGREEMENT
NUMBER RCRRA-1**

(Ramsey County Staff Support – September 1, 2009 through December 31, 2009)

This Subordinate Funding Agreement Number RCRRA-1 is entered into by and between the above-named parties.

WHEREAS:

1. The parties entered into a Central Corridor Light Rail Project ("Project") Cooperative Funding Agreement for Preliminary Engineering and Final Design ("Cooperative PE & FD Funding Agreement"), effective August 7, 2009.
2. The parties provided in that agreement that certain aspects of funding for the Project would be determined in subsequent Subordinate Funding Agreements.
3. Article II, Section E, of the Cooperative PE & FD Funding Agreement provides as follows:

With the advance and continuing written approval of the Met Council, either RRA may provide staff support from among its own employees to assist in Project activities. The value of any such staff support (including overhead and fringe benefits) at the RRA's standard rate shall constitute an in-kind contribution of the RRA providing the staff support and the value of such staff support shall be considered part of the RRA's financial contribution for the PE portion of the Project. As applicable, RCRRA and/or

5

HCRRA shall provide documentation to the Met Council of approved staff support rendered for the Project in accordance with this section including, without limitation, applicable standard staff rates. The Met Council may request that the applicable RRA provide additional documentation to demonstrate the appropriateness and amount of staff support rendered. Within thirty days after receipt of all such documentation, the Met Council shall, after review and acceptance of the documentation, confirm in writing to the applicable RRA the approved amount that has been credited to the Project and applied to that RRA's contribution for the Project.

4. The parties desire to enter into this Subordinate Funding Agreement in order to document an authorized in-kind contribution for the Project by the Ramsey County Regional Railroad Authority as described below.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Maximum Amount of Authorized Funding:** Not to exceed \$48,209.56
2. **General Purpose for Funds:** As provided for in this Subordinate Funding Agreement, the Ramsey County Regional Railroad Authority is authorized to provide in-kind traffic engineering services for the Central Corridor Light Rail Transit Project through the services of Ramsey County Traffic Engineer Dan Soler.
3. **Specific Description of Funding Authorization:**
 - a. Pursuant to Article II, Section E, of the Cooperative Funding Agreement for Preliminary Engineering and Final Design, the Council authorizes the Ramsey County Regional Railroad authority to provide an in-kind contribution to the Central Corridor Light Rail Transit Project in the form of traffic engineering services by Ramsey County Traffic Engineer Dan Soler. Such services may be provided during the period August 31, 2009 through December 31, 2009. In accordance with the referenced provision, the Council reserves the right to rescind this authorization at any time by written notice to the Ramsey County Regional Railroad Authority.
 - b. The value of the in-kind contribution of the Ramsey County Regional Railroad Authority for the staff services described in the preceding paragraph shall be determined in accordance with the amounts set forth in Exhibit A to this Subordinate Funding Agreement.
 - c. In accordance with the provisions of Article II, Section E, of the Cooperative Funding Agreement for Preliminary Engineering and Final Design, the Ramsey County Regional Railroad Authority shall periodically provide documentation to the Council of staff support rendered for the Project in accordance with this Subordinate Funding Agreement and the Council shall, after review and acceptance of the documentation, confirm in writing to the Ramsey County Regional Railroad Authority the approved amount that has been credited to the Project and applied to the railroad authority's contribution for the Project.

d. Pursuant to Article II, Section E, of the Cooperative PE & FD Funding Agreement, the value of such staff support actually provided and determined and approved in accordance with the preceding paragraph shall be considered part of the Ramsey County Regional Railroad Authority's financial contribution for the PE portion of the Project.

4. **Integration:** The terms, conditions and definitions of the Central Corridor Light Rail Preliminary Engineering and Final Design Funding Agreement, entered into by and between the parties, are expressly incorporated into this Subordinate Funding Agreement.

**RAMSEY COUNTY REGIONAL RAIL
AUTHORITY**

METROPOLITAN COUNCIL

By: _____

By: _____

Thomas Weaver
Regional Administrator

Its: _____

Date: _____

Date: _____

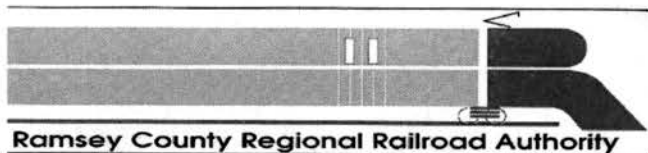
Approved as to form:

Approved as to form:

Ramsey County Attorney's Office

Metropolitan Council
Office of General Counsel

7



2

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: **09-01-09**

Regional Railroad Authority Meeting Date:

SUBJECT: Approval of a cooperative agreement with Washington County Regional Railroad Authority to provide up to \$237,500 of Ramsey County Regional Railroad Authority levy funds to match federal funds for the Southeast Stations Station Area Master and Site Planning Study.

EXECUTIVE SUMMARY

The Red Rock Corridor is a 30 mile transitway corridor that originates in Hastings, travels to the St. Paul Union Depot and continues on to Minneapolis. Under the Joint Powers Agreement, the Corridor is managed by the Red Rock Corridor Commission (Commission) which includes the Ramsey County Regional Railroad Authority. In 2007 the Commission completed an Alternatives Analysis for the Corridor identifying commuter rail as the preferred long-term transit mode for the Corridor.

Prior to the implementation of commuter rail, multiple studies need to take place including station area master planning, railroad capacity analysis, economic impact analysis, environmental work, and engineering. The Southeast Stations Station Area Master and Site Planning Study will be the first of these studies to be completed. It will be managed by the Commission's fiscal agent, the Washington County Regional Railroad Authority (WCRRA).

Federal and local funding will be used for the study with the local funds coming from the Ramsey County Regional Railroad Authority (RCRRA) as directed in resolutions passed by the RCRRA (R09-12) on April 14, 2009 and by the Commission (2009-02) on April 30, 2009 respectively. Resolution R09-12 directed \$1 million in Red Rock Corridor State Bond funds to the RCRRA for use on the Union Depot project, and the transfer of up to \$237,500 in levy funds to the WCRRA to match federal funds for the completion of the Southeast Stations Station Area Master and Site Planning Study on behalf of the Commission. To facilitate the transfer of up to \$237,500 from the RCRRA to the WCRRA a cooperative agreement is needed.

(Executive Summary is continued on the following page.)

ACTION REQUESTED

1. Approve a cooperative agreement with Washington County Regional Railroad Authority to provide up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning Study.
2. Authorize the Chair to execute the Cooperative Agreement.
3. Authorize the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting.

SUBJECT: Approval of a cooperative agreement with Washington County Regional Railroad Authority to provide up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning Study.

The completion of this study will benefit the Corridor by planning for transit supportive land uses and determining infrastructure needs, thereby strengthening the ridership base and reducing the cost of implementing commuter rail.

ATTACHMENTS:

1. Cooperative Agreement between the Ramsey County Regional Railroad Authority and the Washington County Regional Railroad Authority
2. Ramsey County Regional Railroad Authority Resolution R09-12
3. Red Rock Corridor Commission Resolution 2009-02

PREVIOUS ACTION:

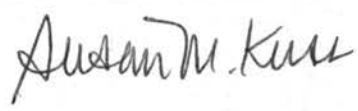
On April 14, 2009, The Ramsey County Regional Railroad Authority accepted Red Rock Corridor State Bond funds for completion of Preliminary Engineering at the Union Depot and provided RRA levy funds to the Washington County Regional Railroad Authority in an amount up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning.

COUNTY MANAGER'S COMMENTS:

Approval of this cooperative agreement will allow for work to continue on the Red Rock Corridor which will ultimately provide commuter rail service from the southeast metro to the Union Depot in St. Paul.

SUBJECT: Approval of a cooperative agreement with Washington County Regional Railroad Authority to provide up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning Study.

Regional Railroad Authority – Authorized Signature	Date
	8/27/09

Budgeting & Accounting – Authorized Signature	Date
	8/27/09

County Attorney – Authorized Signature	Date
	8/27/08

Property Management – Authorized Signature	Date

Information Services– Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approval of a cooperative agreement with Washington County Regional Railroad Authority to provide up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning Study.

Draft Resolution

1 WHEREAS, the Red Rock Corridor originates in Hastings travels north to the Union Depot in St.
2 Paul and on to Minneapolis generally following Trunk Highway 61, Interstate 94, and the freight tracks;
3 and
4

5 WHEREAS, the Red Rock Corridor Commission (RRCC) was formed in 1998 by a Joint Powers
6 Agreement (JPA) to address the transportation needs of the Red Rock Corridor; and
7

8 WHEREAS, the Ramsey County Regional Railroad Authority is a member of the RRCC; and
9

10 WHEREAS, the RRCC was granted Section 5309 Federal Transit Administration (FTA) funds for
11 the completion of environmental, engineering, and station planning work, and
12

13 WHEREAS, the RRCC was granted Section 5339 FTA funds for the completion of studies
14 needed to progress the Corridor as part of its Alternatives Analysis process; and
15

16 WHEREAS, the Ramsey County Regional Railroad Authority approved the transfer of levy funds
17 to the Washington County Regional Railroad Authority in an amount up to \$237,500 of Ramsey County
18 Regional Railroad Authority levy funds to match federal funds for the Southeast Stations Station Area
19 Master and Site Planning. Now Therefore Be it
20

21 RESOLVED, that the Ramsey County Regional Railroad Authority agrees to enter into a
22 cooperative agreement with Washington County Regional Railroad Authority, for the completion of the
23 Southeast Stations Station Area Master and Site Planning Study.
24

AGREEMENT

This cooperative agreement (Agreement) is entered into between the Ramsey County Regional Railroad Authority (RCRRA), a political subdivision of the State of Minnesota, and the Washington County Regional Railroad Authority (WCRRA), a political subdivision of the State of Minnesota, on this _____ day of _____, 2009.

RECITALS

WHEREAS, the RCRRA and WCRRA are duly constituted Minnesota Regional Railroad Authorities organized and established under the provisions of Minnesota Statutes, Chapter 398A; and

WHEREAS, the RCRRA and WCRRA are members in good standing of the Red Rock Corridor Commission (RRCC), a Minnesota joint powers board established by authority of Minnesota Statutes, Chapters 398A and 471.59; and

WHEREAS, the purpose of the RRCC includes exercising the powers granted to Regional Railroad Authorities under the provisions of Minnesota Statutes, Chapter 398A, including but not limited to the acquisition and management of federal, state, and local funding in conjunction with the Minnesota Department of Transportation (MnDOT) and the Metropolitan Council to enhance and improve rail transit in the Red Rock Corridor; and

WHEREAS, pursuant to Article 8, paragraph E, of the RRCC Joint Powers Agreement (the JPA), the RRCC may enter into a contract with any member unit of the RRCC for the provision of contract management, legal review, and budgeting and accounting services necessary for the RRCC; and

WHEREAS, by resolution in October 1991, the RRCC entered into an agreement for financial services with the WCRRA; and

WHEREAS, the MnDOT has received a grant of monies from the Federal Transit Administration (the FTA) for match by local agencies such as the RRCC and/or its constituent member bodies for the purpose of studying and planning for, among other things, station site planning activities in the Red Rock Corridor; and

WHEREAS, the WCRRA, as fiscal agent for the RRCC, has entered into a grant agreement with the MnDOT, dated June 15, 2004, whereby the WCRRA is the Grantee of the FTA funds; and

WHEREAS, the RRCC by Resolution 2009-02 has authorized distribution of State of Minnesota bond grant monies it received in 2005 and 2006 to match federal grant funds for the completion of environmental and engineering work in the Red Rock Corridor to the RCRRA for eligible preliminary engineering work for the St. Paul Union Depot, on the conditions that the RCRRA provide levy funds in an amount up to \$237,500 to match Station Area and Site Master

Planning for Southwest Stations; provide levy funds in an amount up to \$400,000 to match federal funds for the East Metro Railroad Capacity Analysis Study; provide funds in amount up to \$250,000 to match federal funds for the East Metro Travel Time Benefit Study; provide levy funds in an amount up to \$70,000 to match federal funds for the coordination of corridors into downtown St. Paul Study; and provide levy funds in an amount up to \$42,500 to match federal funds for the Economic Analysis of the Minnesota Union Depot Study; and

WHEREAS, the RCRRA by Resolution R09-12, dated April 14, 2009, has agreed to the conditions stated in RRCC Resolution 2009-02; and

WHEREAS, the WCRRA, as fiscal agent for the RRCC, and the RCRRA desire to enter into this cooperative agreement whereby the WCRRA will enter into and manage consultant contracts for completion of the Station Area Master Planning for the Southwest Stations.

NOW, THEREFORE, it is agreed between the parties as follows:

- I. RECITALS. All recitals stated above are herein incorporated fully into this agreement.
- II. TERM OF CONTRACT. This agreement shall remain in full force and effect until terminated as herein provided.
- III. WCRRA's DUTIES. The WCRRA will be solely responsible for procuring consultant services for the creation of the station master plans along the Red Rock Corridor and for insuring the completion of said master and site plans. The WCRRA shall meet all federal procurement regulations for the consultant contract.
- IV. CONSIDERATION AND TERMS OF PAYMENT. The RCRRA shall reimburse the WCRRA at a rate of 20% of the total invoice for work on Station Area Master Planning costs not to exceed \$237,500. All costs over \$237,500 shall be borne by the WCRRA. The WCRRA will submit quarterly invoices to the RCRRA for work completed to date. The RCRRA shall pay the WCRRA within 30 days of receiving and approving the invoice.
- V. AUTHORIZED AGENTS. RCRRA's Authorized Agent for the purposes of administration of this agreement is **Michael Rogers, Senior Transportation Planner, Ramsey County Regional Rail Authority, 50 West Kellogg Blvd., Suite 6560 RCGC West, St. Paul, MN 55105, 651-266-2773**, or his successor. Such agent shall have final authority for acceptance of WCRRA services and if such services are accepted as satisfactory, shall so certify on each invoice submitted by the RCRRA.

WCRRA's Authorized Agent for the purpose of administration of this agreement is **Ted Schoenecker, Washington County Regional Rail Authority, Transportation Manager, 11660 Myeron Road North, Stillwater, MN 55082-9573, 651-430-4319**, or his successor. The WCRRA's Authorized Agent shall have full authority to represent the WCRRA in its fulfillment of the terms, conditions, and requirements of this Agreement.

- VI. ASSIGNMENT. The WCRRA shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the RCRRA.
- VII. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original Cooperative Agreement, or their successors in office.
- VIII. INDEMNIFICATION. The parties agree to indemnify each other and hold each other harmless from any and all claims, causes of action, lawsuits, judgments, charges, demand, costs and expenses, including, but not limited to, interest involved therein and attorneys' fees and costs and expenses connected therewith, arising out of or resulting from the failure of either party to satisfy the provisions of the agreement or for damages caused to third parties as a result of the manner in which the WCRRA or the RCRRA perform or fail to perform duties imposed on each party by the terms of this agreement, including but not limited to the WCRRA's failure to follow federal procurement regulations.
- IX. INSURANCE REQUIREMENTS. WCRRA agrees that in order to protect itself as well as the consultant from claims arising out of consultant activities under this Agreement, it will at all times during the term of this Agreement keep in force policies of insurance providing:
- a. General Liability, Professional Liability and Automobile Liability insurance.
 - b. Workers Compensation Insurance. Limits per applicable State and Federal Laws.
 - c. All such policies shall provide limits not less than the tort liability limitations set forth in Minnesota Statutes Section 466.04.
- X. STATE AUDITS. Under Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the RCRRA and the WCRRA relevant to this Agreement shall be subject to examination by the Minnesota Department of Transportation Auditor, State Auditor, or the Legislative Auditor, for a minimum of six years from the expiration date of this Agreement.
- XI. DATA PRACTICES. All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The parties agree to abide by these statutes, rules and regulations and as they may be amended.
- XII. AMERICANS WITH DISABILITY ACT (ADA) COMPLIANCE. In fulfilling the duties and responsibilities of this Agreement, the WCRRA shall comply with Public Law 101-336, the Americans with Disabilities Act of 1990, 42 United States Code Section 1210 et seq. and regulations promulgated pursuant to it.

XIII. CANCELLATION. In the event the WCRRA cannot or does not obtain funding from Federal grants or other funding source, or funding cannot be continued at a level sufficient to allow for the services and/or goods contained herein, this Agreement may be immediately canceled, at the RCRRA option, by written notice of cancellation delivered in person, by mail, or facsimile to the WCRRA at the address specified in this Agreement. In addition, if the RCRRA does not receive the levy monies, it will not be obligated to pay the WCRRA for the consultant services contracted for by the WCRRA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

**WASHINGTON COUNTY REGIONAL
RAILROAD AUTHORITY**

By: _____
Chair of Its Board Date

By: _____
Chair of Its Board Date

Approved as to form:

Attorney Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: April 14, 2009 No.: R09-12

WHEREAS, the Red Rock Corridor originates in Hastings travels north to the Union Depot in St. Paul and on to Minneapolis generally following Trunk Highway 61, Interstate 94, and the freight tracks; and

WHEREAS, the Red Rock Corridor Commission (RRCC) was formed in 1998 by a Joint Powers Agreement (JPA) to address the transportation needs of the Red Rock Corridor; and

WHEREAS, the Ramsey County Regional Railroad Authority is a member of the RRCC; and

WHEREAS, the RRCC was granted Section 5309 Federal Transit Administration (FTA) funds for the completion of environmental, engineering, and station planning work, and

WHEREAS, the RRCC was granted Section 5339 FTA funds for the completion of studies needed to progress the Corridor as part of its Alternatives Analysis process; and

WHEREAS, the RRCC was granted State Bond funds in 2005 and 2006 for the completion of environmental and engineering work for the Corridor; and

WHEREAS, the Ramsey County Regional Railroad Authority has completed station planning and environmental work on the St. Paul Union Depot; and

WHEREAS, the Ramsey County Regional Railroad Authority has secured \$4 million in federal funds for the completion of Preliminary Engineering at the St. Paul Union Depot; and

WHEREAS, a local match to federal funds is needed to complete Preliminary Engineering at the St. Paul Union Depot; and

WHEREAS, the RRCC and the Ramsey County Regional Railroad Authority have identified a need to complete additional analysis along the Red Rock Corridor to better understand the impacts of implementing commuter rail. Now Therefore Be it

RESOLVED, that the Ramsey County Regional Railroad Authority accepts state bond funds in the amount of \$1 million from the Red Rock Corridor Commission to provide the local match to previously secured federal funds for the completion of Preliminary Engineering at the St. Paul Union Depot, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Washington County Regional Railroad Authority in an amount up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$400,000 to match federal funds for the East Metro Railroad Capacity Analysis Study, and be it further

RESOLUTION

Board of Ramsey County Regional Railroad Authority

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$250,000 to match federal funds for the East Metro Travel Time Benefit Study, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$70,000 to match federal funds for the Coordination of Corridors into downtown St. Paul Study, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$42,500 to match federal funds for the Economic Analysis of the St. Paul Union Depot Study.

RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting

Ramsey County Regional Railroad Authority

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

Jim McDonough, Chair

By: Tony Bennett

Tony Bennett, Secretary

**Red Rock Corridor Commission
Resolution 2009-02**

**Resolution Approving the Distribution of Red Rock Corridor State
Grant Monies to the Ramsey County Regional Railroad Authority for
St Paul Union Depot Work**

WHEREAS, Red Rock Corridor Commission (RRCC) was formed in 1998 by a Joint Powers Agreement (JPA) to address the transportation needs of the Red Rock Corridor; and

WHEREAS, Ramsey County Regional Railroad Authority (RCRRA) is a member of the RRCC; and

WHEREAS, RRCC was granted State bond funds in 2005 and 2006 through the Metropolitan Council to match Federal grant funds for the completion of environmental and engineering work for the Red Rock Corridor; and

WHEREAS, the RRCC recognizes that the design and construction of the St Paul Union Depot is critical to the success of the Red Rock Corridor; and

WHEREAS, RCRRA has secured federal funds for the completion of preliminary engineering work at the St Paul Union Depot and needs a local match to complete this work; and

WHEREAS, in order to maximize usage of state and federal funds, these state appropriations could be distributed to RCRRA for the reimbursement of eligible preliminary engineering work for the St Paul Union Depot; and

WHEREAS, in return, RCRRA would provide in-kind matches of their levy funds to the RRCC and to Washington County Regional Railroad Authority (WCRRA) to match federal funds for the completion of additional studies along the Red Rock Corridor; and

NOW THEREFORE BE IT RESOLVED, that the RRCC approves the distribution of up to \$1,000,000 in state appropriations bonds for the Red Rock Corridor to the RCRRA for the reimbursement of eligible preliminary engineering work for the St Paul Union Depot conditioned upon the following:

1. RCRRA will provide levy funds to the WCRRA in an amount up to \$237,500 to match federal funds for Station Area and Site Master Planning for the Southeast Stations; and
2. RCRRA will provide levy funds to the RRCC in an amount up to \$400,000 to match federal funds for the East Metro Railroad Capacity Analysis Study; and

11

3. RCRRA will provide levy funds to the RRCC in an amount up to \$250,000 to match federal funds for the East Metro Travel Time Benefit Study; and
4. RCRRA will provide levy funds to the RRCC in an amount up to \$70,000 to match federal funds for the Coordination of Corridors into downtown St. Paul Study; and
5. RCRRA will provide levy funds to the RRCC in an amount up to \$42,500 to match federal funds for the Economic Analysis of the Minnesota Union Depot Study.

Approved:

Chairperson

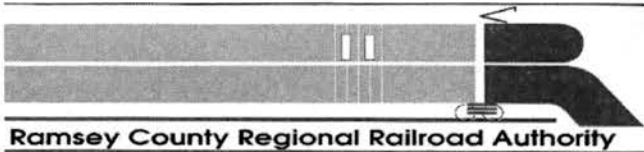
Myra Helgeson

April 30, 2009

Date Approved by Commission

I hereby certify that the foregoing resolution is a true and correct copy of the Resolution presented to and adopted by the Red Rock Corridor Commission at a duly authorized meeting thereof held on the 30th day of April, 2009 as shown by the minutes of said meeting in my possession.

	YES	NO	ABSTAIN	ABSENT
PETERSON	<u>X</u>	_____	_____	_____
HARRIS	<u>X</u>	_____	_____	_____
MCDONOUGH	<u>X</u>	_____	_____	_____
STENGLEIN	<u>X</u>	_____	_____	_____
HOLLENBECK	<u>X</u>	_____	_____	_____
KELLER	_____	_____	_____	_____
BAILEY	<u>X</u>	_____	_____	_____
HUNZIKER	<u>X</u>	_____	_____	_____
HOPKINS	<u>X</u>	_____	_____	_____
HELGEN	<u>X</u>	_____	_____	_____
GORDON	<u>X</u>	_____	_____	_____



3

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 9/1/2009

Regional Railroad Authority Meeting Date:

SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the 2009 Minnesota High Speed Commission Budget

EXECUTIVE SUMMARY

The Minnesota High Speed Rail Corridor begins at the Union Depot in downtown St. Paul and travels southeast along the Canadian Pacific Railway track to La Crescent prior to entering Wisconsin and continuing on to Chicago. The Corridor is utilized by Amtrak for its Empire Builder passenger train between the Twin Cities and Chicago/Seattle. Additionally, the Midwest Regional Rail Initiative identifies the Corridor as the high speed connection between the Twin Cities and Chicago.

On April 28, 2009, the Regional Railroad Authority Board adopted the Minnesota High Speed Rail Joint Powers Agreement. Since its adoption by the RCRRA, it has been adopted by the majority of Regional Railroad Authorities along the Corridor creating the Minnesota High Speed Rail Commission (Commission). The Commission has the purpose of bringing together the regional railroad authorities and cities to cooperatively advocate for and analyze the feasibility, environmental impacts, engineering, construction and operation of an integrated rail transportation system in the Corridor.

In approving the Agreement, the Regional Railroad Authority agreed to be a Financial Party and to pay a portion of the Commission's yearly activities. On July 2, 2009 the Commission passed its Bylaws along with its 2009 Work Plan and total budget of \$60,000. The Bylaws require that a yearly budget be approved by the Commission and that each Financial Party's funding commitment be approved by the respective Financial Party's Board.

(Executive Summary is continued on the following page.)

ACTION REQUESTED

1. Approval of the Minnesota High Speed Rail Commission's 2009 Budget.
2. Approval of the Ramsey County Regional Railroad Authority's payment of \$21,150 to the Minnesota High Speed Rail Commission's 2009 Budget.
3. Authorize the County Manager to make payments any necessary budget adjustments in a form approved by Budgeting and Accounting.

EXECUTIVE SUMMARY (Continued)

The approved 2009 Commission budget identifies expenditures of \$60,000 resulting in a Ramsey County Regional Railroad Authority financial participation of \$21,150 or 35.25%. These funds are available in the 2009 Regional Railroad Authority operating budget. Adoption of the attached resolution provides Ramsey County Regional Railroad Authority's funding commitment to the Commission.

SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the 2009 Minnesota High Speed Commission Budget

ATTACHMENTS:

Final 2009 Minnesota High Speed Rail Commission Work Plan and Budget

PREVIOUS ACTION:

On November 18, 2008, staff was authorized to enter into discussions with staff from the Regional Railroad Authorities and cities along the Minnesota High Speed Rail Corridor develop a joint powers agreement.

On January 20, 2009, staff provided the Regional Railroad Authority with an overview of the Minnesota High Speed Rail Joint Powers Agreement. Staff was directed to bring the Final Joint Powers Agreement back to the Regional Railroad Authority for approval.

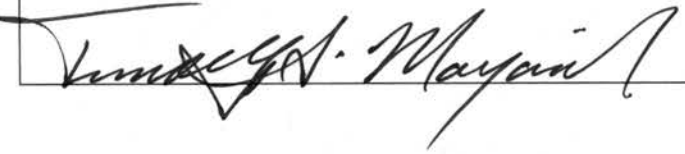
One April 28, 2009, the Ramsey County Regional Railroad Authority adopted the Minnesota High Speed Rail Corridor Joint Powers Agreement and appointed Jim McDonough as its representative to the Minnesota High Speed Rail Commission for 2009.

On June 2, 2009 the Ramsey County Regional Railroad Authority appointed Janice Rettman as its alternate representative to the Minnesota High Speed Rail Commission for 2009.

COUNTY MANAGER'S COMMENTS:

Approval of this payment of \$21,150 will allow for work to continue on the Minnesota High Speed Rail Corridor which will ultimately provide high speed rail service from the Twin Cities to Chicago.

SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the 2009 Minnesota High Speed Commission Budget

Regional Railroad Authority – Authorized Signature	Date
	8/27/09

Budgeting & Accounting – Authorized Signature	Date
	8/27/09

County Attorney – Authorized Signature	Date
	8/27/08

Property Management – Authorized Signature	Date

Information Services– Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the 2009 Minnesota High Speed Commission Budget

Draft Resolution

1 WHEREAS, The Minnesota High Speed Rail Corridor begins at the Union Depot in
2 downtown St. Paul and travels southeast along the Canadian Pacific Railway track to La
3 Crescent prior to entering Wisconsin and continuing on to Chicago; and
4

5 WHEREAS, The Ramsey County Regional Railroad Authority adopted the Minnesota
6 High Speed Rail Corridor Joint Powers Agreement ("Agreement") on April 28, 2009; and
7

8 WHEREAS, The Agreement has since been adopted by the majority of Regional Railroad
9 Authorities along the Corridor; and
10

11 WHEREAS, Adoption of the Agreement created the Minnesota High Speed Rail Corridor
12 Commission ("Commission") which allows its member parties to cooperatively advocate for and
13 analyze the feasibility, environmental impacts, engineering, construction and operation of an
14 integrated rail transportation system in the Corridor along with the associated land use and
15 development impacts; and
16

17 WHEREAS, The Ramsey County Regional Railroad Authority is a Financial Party to the
18 Agreement; and
19

20 WHEREAS, The Commission adopted its Bylaws and 2009 Work Plan and Budget on
21 July 3, 2009; and
22

23 WHEREAS, The Bylaws require each Financial Party to approve its financial participation
24 to the Commission; and
25

26 WHEREAS, The Commission's 2009 Work Plan and Budget identify \$21,150, or 35.25%
27 as the Ramsey County Regional Railroad Authority funding commitment. Now Therefore, Be It
28

29 RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the
30 Commission's 2009 Budget, and Be It Further
31

32 RESOLVED, That the Ramsey County Regional Railroad Authority will pay \$21,150 to
33 the Minnesota High Speed Rail Commission in an amount of \$21,150 as its funding commitment
34 to the 2009 Budget, and Be It Further
35

36 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County
37 Manager to make payments and any necessary budget adjustments in a form approved by
38 Budgeting and Accounting.



Final approved on July 2, 2009

**Minnesota High Speed Rail Commission
2009 Final Work Plan and Budget**

1. General Activities

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

- Offer guidance on Corridor studies
- Coordinate with the Minnesota Department of Transportation on Corridor studies
- Coordinate with other interested parties on high speed rail improvements throughout the United States
- Monitor progress on Corridor studies
- Offer formal comments on Corridor studies and state and federal policy as needed
- Work for the seamless integration of high speed rail into Corridor municipalities comprehensive plans

2. Advocacy and Legislative Coordination

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

- Inform legislators of the need for high speed rail service in the Corridor
- Advocate for increased funding to improve and expand the existing Amtrak passenger rail service in the Corridor
- Coordinate legislative initiatives with impacted freight railroads, the Prairie Island Indian Community, the Counties Transit Improvement Board, the Minnesota Department of Transportation, 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
- Establish positions on state and federal legislative initiatives that affect the Minnesota High Speed Passenger Rail Corridor
- Encourage the development of a joint Minnesota and Wisconsin application for federal stimulus funds for the design and construction of the Milwaukee to St. Paul portion of the Twin Cities to Chicago high speed rail corridor.



Final approved on July 2, 2009

3. Public Involvement

The Commission's public involvement activities will be developed to increase public awareness of the Minnesota High Speed Rail Corridor, 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 Minnesota Department of Transportation's public involvement activities for the Minnesota State Rail Plan. Specific Commission activities will include:

- Develop a Strategic Communications Plan to guide the Commission's public involvement activities that includes:
 - Public Information Strategy
 - Branding Strategy
 - Community Relations
 - Social Media (Twitter, Facebook, etc.)
 - Website Development
 - Supporter Distribution List
 - Media Relations
 - Materials Development and Production
- 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

4. Management, Policy, and Administrative Activities

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

- Prepare and adopt the 2009 Work Plan and Budget
- Prepare the annual financial report
- Review insurance needs and procure appropriate insurance
- Provide Commission and staff administration
- Manage Commission expenses
- Attendance and regional/national conferences to educate members on high speed rail and its impact on mobility, the economy, and built environment



Final approved on July 2, 2009

2009 Expenditures

Expenditure Category	Amount
Advocacy and Legislative Coordination	
- Publications	\$1,500
- Materials	\$2,500
- Travel to Washington D.C.	\$4,000
- Meals/Lodging	\$4,000
- Federal/State Advocacy	\$12,000
Subtotal	\$24,000
Public Involvement	
- Public Information Strategy	\$10,000
- Website Development/Hosting	\$12,000
- Public Information Material Development and Production	\$3,000
Subtotal	\$25,000
Management/Administration	
- Materials	\$3,000
- Insurance	\$3,000
Subtotal	\$6,000
Studies	\$0
Subtotal	\$0
Contingency	\$5,000
TOTAL	\$60,000

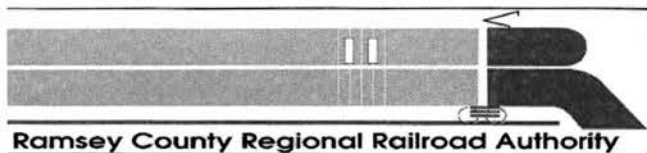
8



Final approved on July 2, 2009

2009 Revenue

Revenue Source		Amount
Federal Appropriations		
Subtotal		\$0
State Appropriations		
Subtotal		\$0
Regional Railroad Authority:	Percentage:	
- Ramsey County	35.25%	\$21,150
- Dakota County	21.50%	\$12,900
- Washington County	18.75%	\$11,250
- Winona County	10.50%	\$6,300
- Goodhue County	8.75%	\$5,250
- Wabasha County	5.25%	\$3,150
Subtotal	100%	\$60,000
TOTAL		\$60,000



4

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 09-01-09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Financial Services Agreement between Ramsey County Regional Railroad Authority and the Minnesota High Speed Rail Commission.

EXECUTIVE SUMMARY

The Minnesota High Speed Rail Corridor begins at the Union Depot in downtown St. Paul and travels southeast along the Canadian Pacific Railway track to La Crescent prior to entering Wisconsin and continuing on to Chicago. The Corridor is utilized by Amtrak for its Empire Builder passenger train between the Twin Cities and Chicago/Seattle. Additionally, the Midwest Regional Rail Initiative identifies the corridor as the high speed connection between the Twin Cities and Chicago.

On April 28, 2009, the Regional Railroad Authority Board adopted the Minnesota High Speed Rail Joint Powers Agreement. Since its adoption by the RCRRA, it has been adopted by the majority of Regional Railroad Authorities in the Corridor creating the Minnesota High Speed Rail Commission (Commission). The Commission has the purpose of bringing together the regional railroad authorities and cities to cooperatively advocate for and analyze the feasibility, environmental impacts, engineering, construction and operation of an integrated rail transportation system in the Corridor.

At its July 2, 2009 meeting the Commission approved its 2009 Work Plan and Budget and appointed the Ramsey County Regional Railroad Authority as its fiscal agent. The Minnesota High Speed Rail Joint Powers Agreement calls for the designation of a fiscal agent to provide contract management, legal review, and budgeting and accounting services necessary or convenient for the Commission and otherwise act as the Commission's fiscal agent. Such services shall include, but not be limited to, management of all funds, including contributions and grant monies, payment for contracted services, and relevant bookkeeping and record keeping. In order to formalize the Ramsey County Regional Railroad Authority as the Commission's fiscal agent, the attached Financial Services Agreement needs to be approved.

ACTION REQUESTED

1. Approve the Financial Services Agreement for Ramsey County Regional Railroad Authority to be the fiscal agent for Minnesota High Speed Rail Commission.
2. Authorize the Chair and Chief Clerk to execute the Financial Services Agreement.

SUBJECT: Financial Services Agreement between Ramsey County Regional Railroad Authority and the Minnesota High Speed Rail Commission.

ATTACHMENTS:

Financial Services Agreement between the Ramsey County Regional Railroad Authority and the Minnesota High Speed Rail Commission.

PREVIOUS ACTION:

On November 18, 2008, staff was authorized to enter into discussions with staff from the Regional Railroad Authorities and cities along the Minnesota High Speed Rail Corridor develop a joint powers agreement.

On January 20, 2009, staff provided the Regional Railroad Authority with an overview of the Minnesota High Speed Rail Joint Powers Agreement. Staff was directed to bring the Final Joint Powers Agreement back to the Regional Railroad Authority for approval.

One April 28, 2009, the Ramsey County Regional Railroad Authority adopted the Minnesota High Speed Rail Corridor Joint Powers Agreement and appointed Jim McDonough as its representative to the Minnesota High Speed Rail Commission for 2009.

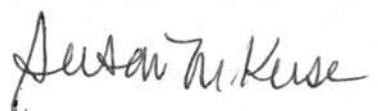
On June 2, 2009 the Ramsey County Regional Railroad Authority appointed Janice Rettman as its alternate representative to the Minnesota High Speed Rail Commission for 2009.

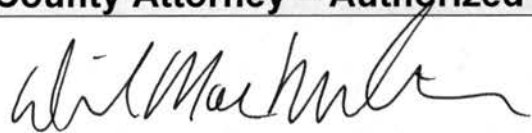
COUNTY MANAGER'S COMMENTS:

Approval of the Financial Services Agreement will provide the Minnesota High Speed Rail Commission with a fiscal agent allowing it to pursue its purpose of bringing together the regional railroad authorities and cities to cooperatively advocate for and analyze the feasibility, environmental impacts, engineering, construction and operation of an integrated rail transportation system in the Corridor.

SUBJECT: Financial Services Agreement between Ramsey County Regional Railroad Authority and the Minnesota High Speed Rail Commission.

Regional Railroad Authority – Authorized Signature	Date
	8/27/09

Budgeting & Accounting – Authorized Signature	Date
	8/27/09

County Attorney – Authorized Signature	Date
	8/27/09

Property Management – Authorized Signature	Date

Information Services– Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Financial Services Agreement between Ramsey County Regional Railroad Authority and the Minnesota High Speed Rail Commission.

Draft Resolution

1 WHEREAS, The Minnesota High Speed Rail Corridor begins at the Union Depot in
2 downtown St. Paul and travels southeast along the Canadian Pacific Railway track to La Crescent
3 prior to entering Wisconsin and continuing on to Chicago; and
4

5 WHEREAS, The Ramsey County Regional Railroad Authority adopted the Minnesota High
6 Speed Rail Corridor Joint Powers Agreement ("Agreement") on April 28, 2009; and
7

8 WHEREAS, The Agreement has since been adopted by the majority of Regional Railroad
9 Authorities along the Corridor; and
10

11 WHEREAS, Adoption of the Agreement created the Minnesota High Speed Rail Corridor
12 Commission ("Commission") which allows its member parties to cooperatively advocate for and
13 analyze the feasibility, environmental impacts, engineering, construction and operation of an
14 integrated rail transportation system in the Corridor along with the associated land use and
15 development impacts; and
16

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

21 WHEREAS, on July 2, 2009, the Commission adopted its Bylaws, 2009 Work Plan and
22 Budget, and designated the Ramsey County Regional Railroad Authority as its fiscal agent; and
23
24

25 WHEREAS, a Financial Services Agreement between the Ramsey County Regional
26 Railroad Authority and the Commission is needed to formalize this designation. Now Therefore,
27 Be It
28

29 RESOLVED, that the Ramsey County Regional Railroad Authority approves the Financial
30 Services Agreement for Ramsey County Regional Railroad Authority to be the fiscal agent,
31 between it and the Commission, and Be It Further
32

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

**FINANCIAL SERVICES AGREEMENT
BETWEEN
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
AND
THE MINNESOTA HIGH SPEED RAIL COMMISSION**

THIS AGREEMENT is entered into between the Ramsey County Regional Railroad Authority (RCRRA), a political subdivision of the State of Minnesota, and the Minnesota High Speed Rail Commission (MHSRC), a Minnesota Joint Powers Board organized under the authority of Minnesota Statutes Chapters 398A and 471.59, on this _____ day of _____, 2009.

WITNESSETH:

WHEREAS, the MHSRC wishes to contract with the RCRRA to provide various financial budget and accounting services; and

WHEREAS, the RCRRA is a member in good standing of the MHSRC, and is a Financial Party as defined therein; and

WHEREAS, pursuant to Article 9E of the MHSRC Joint Powers Agreement (the JPA), the MHSRC may contract with a Financial Party to provide contract management, legal review, and budget and accounting services for the MHSRC; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth the RCRRA and MHSRC agree as follows:

1. TERM OF AGREEMENT

The RCRRA agrees to furnish financial services as stated herein for the period starting _____, 2009, and continuing until terminated or cancelled as provided herein.

2. SERVICES TO BE PROVIDED

The RCRRA will provide the following services:

- Process Accounts Payable, including issuing checks to vendors on a bi-monthly basis
- Process Accounts Receivable; cash receipting, prepare user fee invoices beginning _____;
- Prepare A/R and A/P summary reports – monthly cash disbursements journal for division, general ledger for each division and MHSRC total, budget vs. actual for each division and MHSRC total, on demand general ledger, vendor reports – on monthly, quarterly or annual basis depending on agreed upon schedule; additional financial reports when requested by MHSRC auditor;

- Provide monthly balance sheets showing MHSRC's cash balance;
- Provide assistance related to RCRRA transactions to the MHSRC auditor;
- Provide periodic reports as requested to assist with budget projection and preparation on a schedule mutually agreeable to the parties;
- Provide additional services mutually agreeable to the parties;
- Allocate interest earnings monthly based on the average cash balances in the MHSRC accounts as a percentage of the total cash balances in RCRRA accounts. This same percentage will be applied to the total RCRRA interest earned, crediting the resulting amount to the MHSRC accounts.

3. INDEPENDENT CONTRACTOR

The RCRRA shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the RCRRA as the agent, representative, or employee of the MHSRC for any purpose or in any manner whatsoever. The RCRRA is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The RCRRA represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the RCRRA or other persons while engaged in the performance of any work or services required by the RCRRA under this Agreement shall have no contractual relationship with the MHSRC and shall not be considered employees of the MHSRC.

4. LIABILITY

Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

5. DATA PRIVACY

RCRRA, its officers, agents, owners, partners, employees, volunteers and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. RCRRA agrees to defend, indemnify and hold harmless the MHSRC, its officials, officers, agents, employees, and volunteers from any claims resulting from RCRRA's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

6. RECORDS-AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be

amended), the RCRRA agrees that the MHSRC, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, upon reasonable notice during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the RCRRA and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and after its termination or cancellation for so long as is required under State law.

7. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

The RCRRA binds itself, its partners, successors, assigns and legal representatives to the MHSRC in respect to all covenants, agreements and obligations contained in the contract documents. The RCRRA shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, nor assign any monies due or to become due to it hereunder without the prior written consent of the MHSRC.

Permission to subcontract, however, shall under no circumstances relieve the RCRRA of its liabilities and obligations under the Agreement. Further, the RCRRA shall be fully responsible for the act, omissions, and failure of its subcontractors in the performance of the herein specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between the RCRRA and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions herein specified. A consent to assign shall be accomplished by execution of a form prepared by the MHSRC and signed by the RCRRA, the assignee, and the MHSRC.

8. MERGER AND MODIFICATION

- a. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

9. TERMINATION

This Agreement may be canceled by either party upon six months' written notice.

10. CONTRACT ADMINISTRATION

In order to coordinate the services of the RCRRA with the activities of the MHSRC so as to accomplish the purposes of this Agreement, _____, or successor (Contract Administrator), shall manage this Agreement on behalf of the MHSRC and serve as liaison between the MHSRC and the RCRRA.

11. COMPLIANCE

- a. The RCRRA shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted.
- b. If the source or partial source of funds for payments administered under this Agreement is federal, state or other grant monies, RCRRA shall comply with all applicable conditions of the specific grant.

12. NOTICES

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the MHSRC shall be sent to the MHSRC Contract Administrator at the address given in the opening paragraph of the Agreement. Notice to the RCRRA shall be sent to the address stated in the opening paragraph of the Agreement.

13. CONFLICT OF INTEREST

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

14. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located with the MHSRC, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

RCRRA, having signed this Agreement, and the MHSRC having duly approved this Agreement on the ____ day of _____, _____, and pursuant to such approval, the proper MHSRC officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

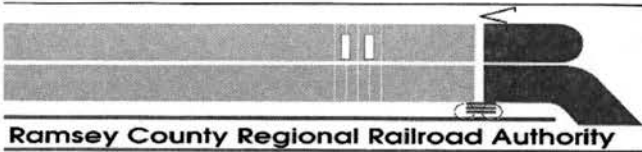
Approved as to form:

MINNESOTA HIGH SPEED RAIL COMMISSION

By: _____

RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY

By: _____



5

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 09/01/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Adjustment of Ramsey County Regional Railroad Authority Local Share Commitment for the Central Corridor Light Rail Transit Project

EXECUTIVE SUMMARY

The Metropolitan Council has completed the Final Environmental Impact Statement and the Federal Transit Administration (FTA) issued its Record of Decision (ROD) on August 19, 2009. This action makes the project eligible for construction with Federal funding once a Full Funding Grant Agreement is executed next year. FTA is expected to approve the project for Final Design in October, 2009. At that time, the project budget needs to be as firm as possible because FTA will typically not allow any increase in the Federal contribution after approval to enter Final Design.

On July 31, 2009, FTA adjusted the required threshold for the Cost-Effectiveness Index (CEI) by fifty cents. That allows for a slight increase in the project budget while still meeting the CEI requirement. The results of preliminary engineering, various mitigation expectations, and required contingency and financing adjustments have resulted in a budget range of \$937.3 million to \$941.3 million depending on whether FTA allows a lower inflation projection. This budget was approved by the Metropolitan Council on August 26, 2009.

The Ramsey County Regional Railroad Authority's (RCRRA) funding commitment passed in June of 2008 was capped at \$63,000,000. The new budget would result in an RCRRA funding commitment of \$65,900,000. The attached resolution would cap the RCRRA share at up to seven percent of the higher figure of \$941.3 million. The additional funds would come from the RCRRA's Capital Budget for the Central Corridor Project. The Hennepin County Regional Railroad Authority plans to consider a similar action for its funding commitment at their September 8, 2009 meeting.

(Executive Summary is continued on the following page.)

ACTION REQUESTED

Authorize the Ramsey County Regional Railroad Authority commitment of seven percent of the capital costs for the Central Corridor Light Rail Project, not to exceed \$65,900,000.

EXECUTIVE SUMMARY (Continued)

Preliminary engineering for the project began in 2007. The project schedule calls for early utility relocation in 2009 and for major construction to begin in 2010. The light rail line will open in 2014. The annual updated submission of project information must be submitted to FTA by the Metropolitan Council by September 8, 2009.

State and Federal funding have been adequate to support project activities to date, but RCRRA funds will begin to be used in late 2009. The proposed resolution would increase the RCRRA commitment to a maximum of \$65.9 million. Commitment to the project budget would be as follows:

RCRRA	7%
HCRRA	3%
CTIB	30%
State	10%
FTA	50%

A funding agreement currently exists between RCRRA, HCRRA and the Metropolitan Council to provide funding for final design and early construction activities. Prior to the Full Funding Grant Agreement, a similar agreement will need to be agreed upon to provide the cash flow schedule for project construction.

SUBJECT: Adjustment of Ramsey County Regional Railroad Authority Local Share Commitment for the Central Corridor Light Rail Transit Project

ATTACHMENTS:

PREVIOUS ACTION:

R08-29 authorized a local share commitment of up to \$63,000,000.

COUNTY MANAGER'S COMMENTS:

The County Manager believes that this action supports the project's ability to receive approximately \$470 million in Federal funding and allows timely completion of the project.

SUBJECT: Adjustment of Ramsey County Regional Railroad Authority Local Share Commitment for the Central Corridor Light Rail Transit Project

Regional Railroad Authority – Authorized Signature	Date
	8/27/09

Budgeting & Accounting – Authorized Signature	Date
	8/27/09

County Attorney – Authorized Signature	Date
	8/27/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

**SUBJECT: Adjustment of Ramsey County Regional Railroad Authority Local Share
Commitment for the Central Corridor Light Rail Transit Project**

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the
2 Central Corridor and other transit projects that benefit the citizens of Ramsey County; and
3

4 WHEREAS, The Metropolitan Council is responsible for delivering the project according to
5 Federal Transit Administration (FTA) and local project partners' requirements; and
6

7 WHEREAS, Commitments for non-federal funding need to be in place before the project is
8 approved to enter final design in October, 2009; and
9

10 WHEREAS, Legislative action in 2008 capped the Ramsey County Regional Railroad
11 Authority commitment to rail projects at ten percent; and
12

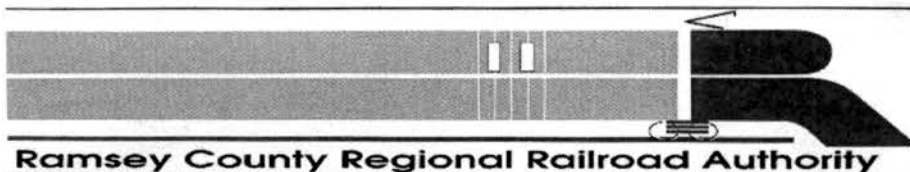
13 WHEREAS, The Ramsey County Regional Railroad Authority's share of the Central
14 Corridor Light Rail Project is seven percent based on mileage of the line; and
15

16 WHEREAS, Preliminary engineering has identified right of way, financing and mitigation
17 requirements that, along with contingency, add to the project budget; and
18

19 WHEREAS, Those adjustments could increase the project budget from \$913.9 million to
20 \$941.3 million; now, therefore be it

21
22 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes commitment
23 of seven percent of the capital costs for the Central Corridor Light Rail Project, not to exceed
24 \$65,900,000.

5



6560 Ramsey County Government Center West
50 Kellogg Boulevard West
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

August 11, 2009

Immediately following the Housing and Redevelopment Authority Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the August 11, 2009 Board Meeting is presented for approval.

MINUTES of the July 14, 2009 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Ratification of Report of Contracts

Board Action Requested:

Approve the report of contracts for the period of April 1, 2009 through June 30, 2009.

2. Central Corridor Project Update – Mark Fuhrmann

Board Action Requested:

None. For information and discussion only.

3. Transitway Impacts Research Program 2009 Funding Request and Presentation

Board Action Requested:

Approve the expenditure of \$20,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impact Research Program for 2009.

4. Updates

Board Action Requested:

None. For information and discussion only.

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

July 14, 2009

The Ramsey County Regional Railroad Authority met in the Council Chambers, Third Floor Court House, with the following members present: Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 6. Absent: Bennett - 1.

Chair McDonough called the meeting to order at 10:27 AM

AGENDA

Commissioner Reinhardt moved approval of the Agenda of the July 14, 2009 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Reinhardt, Rettman, Carter, Ortega, Parker, McDonough – 6. Nays – 0.

MINUTES

Commissioner Reinhardt moved approval of the Minutes from the June 9, 2009 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Reinhardt, Rettman, Carter, Ortega, Parker, McDonough – 6. Nays – 0.

MINUTES

Commissioner Parker moved approval of the Minutes from the June 23, 2009 Board Meeting, seconded by Commissioner Ortega. Roll Call: Ayes – Reinhardt, Rettman, Carter, Ortega, Parker, McDonough – 6. Nays – 0.

1. Appointment of Commissioner Bennett as the alternate to the I-94 Corridor Commission

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Reinhardt, Rettman, Carter, Ortega, Parker, McDonough – 6. Nays – 0. (R09-26)

WHEREAS, The I-94 Corridor begins at the Union Depot in downtown St. Paul and travels east to the St. Croix River; and

WHEREAS, The Ramsey County Regional Railroad Authority adopted the Minnesota I-94 Corridor Joint Powers Agreement ("Agreement") on March 17, 2009; and

WHEREAS, The Agreement was previously adopted by Washington County Regional Railroad Authority; and

WHEREAS, The adoption of the Agreement has created the I-94 Corridor Commission ("Commission") which allows its member parties to advocate for and analyze the feasibility, environmental impacts, engineering, construction of a multi-modal transportation system that may include light rail, bus rapid, commuter rail, multi-use trails, and Intelligent Transportation Systems (ITS) in the Corridor; and

WHEREAS, The Ramsey County Regional Railroad Authority appointed Commissioner Victoria Reinhardt as its representative to the Commission; and

WHEREAS, It is in the best interest of the Ramsey County Regional Railroad Authority to appoint an alternate to the Commission; Now. Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby appoints Commissioner Tony Bennett as its alternative representative to the I-94 Corridor Commission for 2009.

2. Legacy Funeral Home, LLC – Land Use License

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Ortega.

Commissioner Rettman asked for an explanation of the Land Use License.

Chair McDonough responded that, if approved, the Ramsey County Regional Railroad Authority (RCRRA) would lease property in Maplewood to Legacy Funeral Home, LLC, and that the lease would generate revenue for the RCRRA.

Commissioner Rettman commented that the property leased should be posted with signs showing that it is owned by the RCRRA and will eventually be used for transit purposes just like other RCRRA properties.

Tim Mayasich, Director, RCRRA, replied that the Northeast corridor is marked and signed and this property is a part of that corridor.

Roll Call: Ayes – Reinhardt, Rettman, Carter, Ortega, Parker, McDonough – 6. Nays – 0. (R09-27)

WHEREAS, Ramsey County Regional Railroad Authority owns the premises located at 1870 English Street, in Maplewood, commonly known as the English Street lot; and

WHEREAS, Legacy Funeral Home, LLC desires a License for the use of this premises for funeral home service annex parking; and

WHEREAS, RCRRA desires to financially benefit from the interim use of this property; Now, Therefore Be It

RESOLVED, Ramsey County Regional Railroad Authority hereby authorizes the Regional Railroad Authority Chair and Chief Clerk to execute a license agreement with Legacy Funeral Home, LLC, for a one year term, with an option to renew consecutive one year terms, at the annual fee of \$1800 for 2009 and a 3% escalator for each consecutive renewal year.

3. Issue a Request for Proposals for Preliminary Engineering Services for the Union Depot Multi-Modal Transit Hub

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Parker.

Commissioner Rettman said she knows that the Environmental Assessment (EA) will be a part of the Preliminary Engineering (PE) Proposal, but wants to highlight that this be clearly identified as part of the process in the Request for Proposal (RFP) draft and final draft.

Tim Mayasich, Director, RCRRA, assured that they will find the appropriate location in the RFP for that language.

Roll Call: Ayes – Reinhardt, Rettman, Carter, Ortega, Parker, McDonough – 6. Nays – 0. (R09-28)

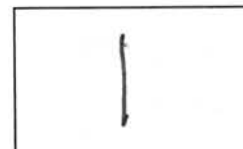
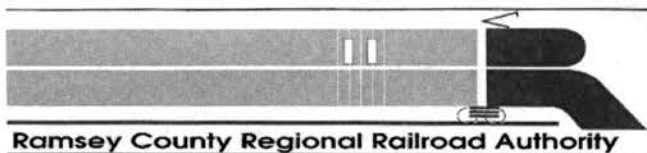
WHEREAS, The Ramsey County Regional Railroad Authority is developing the Union Depot as a multi-modal transit hub serving Amtrak and other intercity rail, intercity and regional buses, and the Central Corridor light rail line, and

WHEREAS, The next phase of the project development will advance the design to facilitate construction of the project in early 2011, and

WHEREAS, Federal funding is available to support Preliminary Engineering Services for the Union Depot Multi-Modal Transit Hub; Now, Therefore be it

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County Manager to issue a Request for Proposals for Preliminary Engineering Services for the Union Depot Multi-Modal Transit Hub, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance of Requests for Proposals and evaluation of proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a proposer.

There being no further business, Chair McDonough declared the meeting adjourned at 10:32 AM.



REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 8/11/2009

Regional Railroad Authority Meeting Date: _____

SUBJECT Ratification of Report of Contracts

EXECUTIVE SUMMARY

A report of contracts approved by the County Manager for the period of April 1, 2009 through June 30, 2009 is attached.

ACTION REQUESTED

Approve the report of contracts for the period of April 1, 2009 through June 30, 2009.

SUBJECT: Ratification of Report of Contracts

ATTACHMENTS:

Quarterly reports of contracts for the period of April 1, 2009 through June 30, 2009

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

The RCRRA requires ratification of the report of contracts approved by the County Manager citing Administrative Code 4.3.50A, which requires a report of all contracts approved by the County Manager.

SUBJECT: Ratification of Report of Contracts

Regional Railroad Authority – Authorized Signature	Date
	8/5/09

Budgeting & Accounting – Authorized Signature	Date
	8/3/09

County Attorney – Authorized Signature	Date
	8/4/09

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Ratification of Report of Contracts

Draft Resolution

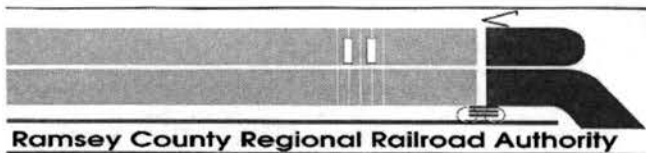
1 WHEREAS, Administrative Code 4.3.50A requires a report of all contracts approved by the
2 County Manager; Now, Therefore, Be It

3
4 RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the
5 Quarterly Report of Contracts for the period of April 1, 2009 through June 30, 2009

REPORT OF CONTRACTS PURSUANT TO RESOLUTION R98-34

QUARTER ENDING June 30, 2009

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT
RRA 847	Alliant Engineering, Inc.	28-May-09	\$4,925.00	Provide a boundary survey of the St Paul Union Depot. Services to be completed within three weeks of contract execution.
RRA 706	URS Corporation	17-Jun-09	-----	Amendment to extend end date from 6/30/2009 to 12/31/2009. Provide a Rush Line Corridor alternatives analysis study.
RRA 707	URS Corporation	17-Jun-09	-----	Amendment to extend end date from 6/30/2009 to 10/31/2009. Provide conceptual engineering and environmental assessment services for the Union Depot.
RRA 855	Lockridge Grindal Nauen P.L.L.P.	17-Jun-09	\$16,309.68	Amendment to extend agreement through 12/31/2009 and to set the maximum amount for the extension period. Provide federal lobbying services.
RRA 854	Welsh Companies, LLC	17-Jun-09	\$18,000.00	Provide building management services at the Union Depot for the period of 6/4/2009 through 2/28/2010.



2

REQUEST FOR ACTION

Type of Agenda:

☐

Policy

☒

Administrative

☐

Discussion

☒

Information

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 8/11/09

SUBJECT: Central Corridor Project Update

EXECUTIVE SUMMARY:

The Central Corridor Project Office will provide an update at this meeting.

ACTION REQUESTED:

None. For information and discussion only.

1

SUBJECT: Central Corridor Project Update

ATTACHMENTS:

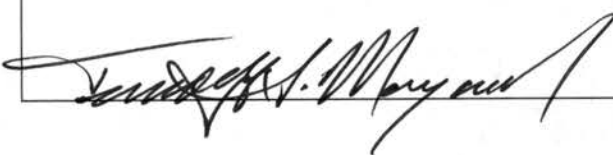
None

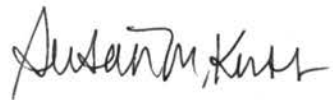
PREVIOUS ACTION:

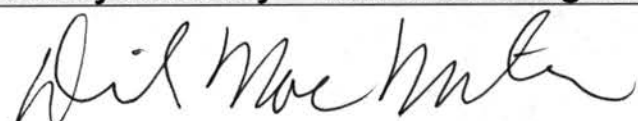
N/A

COUNTY MANAGER'S COMMENTS:

SUBJECT: Central Corridor Project Update

Regional Railroad Authority – Authorized Signature	Date
	8/5/09

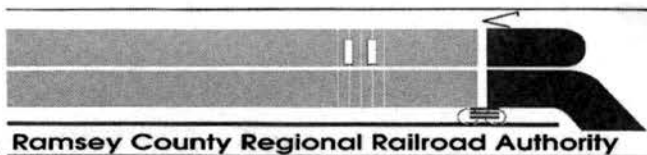
Budgeting & Accounting – Authorized Signature	Date
	8/3/09

County Attorney – Authorized Signature	Date
	8/4/09

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date



3

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 8/11/09

SUBJECT: Transitway Impacts Research Program 2009 Funding Request and Presentation

EXECUTIVE SUMMARY:

The Transitway Impacts Research Program is a cooperative effort between the University of Minnesota and local governments to identify the impacts of transitway developments. Various local governments have participated in the program. Ramsey County Regional Railroad Authority participated in the program in 2008 by providing \$20,000 for its share. A \$20,000 request is also being made for 2009. Funding is available in the Authority's 2009 operating budget.

The program's research will help the Authority and others understand the potential impacts of transitways that are under development. Lee Munnich from the Center for Transportation Studies will make a presentation on the program at the meeting.

ACTION REQUESTED:

Approve the expenditure of \$20,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impact Research Program for 2009.

1

SUBJECT: Transitway Impacts Research Program 2009 Funding Request and Presentation

ATTACHMENTS:

1. Transitway Impacts Research Program (TIRP) Presentation
2. TIRP 2010 Research Priorities

PREVIOUS ACTION:

R07-42 authorizing \$20,000 for the program in 2008

COUNTY MANAGER'S COMMENTS:

Continued research will take advantage of skills at the University of Minnesota to provide useful information for decisions on transitway development.

SUBJECT: Transitway Impacts Research Program 2009 Funding Request and Presentation

Regional Railroad Authority – Authorized Signature

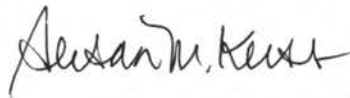
Date



6/5/09

Budgeting & Accounting – Authorized Signature

Date



8/3/09

County Attorney – Authorized Signature

Date



8/4/09

Other– Authorized Signature

Date

Other– Authorized Signature

Date

Other – Authorized Signature

Date

SUBJECT: Transitway Impacts Research Program 2009 Funding Request and Presentation

Draft Resolution

WHEREAS, Ramsey County and other Railroad Authorities and the University of Minnesota have supported research initiatives to study transitway projects' economic and community impacts through the Transitway Impact Research Program; and

WHEREAS, The Transitway Impact Research Program has requested \$20,000 from the Ramsey County Regional Railroad Authority to research residential and commercial property values, land use patterns, neighborhood impacts, and travel behaviors; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the expenditure of \$20,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impact Research Program for 2009.

Transitways Impacts Research Program (TIRP)

2010 Research Priorities

Background:

The Transitway Impacts Research Program funds research projects that help understand the economic, social, and health impacts of transitway corridors in the Twin Cities metropolitan area. The program was launched in 2006 by the Hennepin County-University of Minnesota Partnership and has grown to include a mix of local, regional and state funding partners. It is supported by CTS and the State and Local Policy Program (SLPP) at the Hubert H. Humphrey Institute of Public Affairs. Information about the program, including the program partners, can be found on the web at www.cts.umn.edu/Research/Featured/Transitways/index.html.

The program creates knowledge and information needed to improve planning and decision making for transitway expansion in the Twin Cities metropolitan region. It also helps educate legislators, agency leaders and staff, and the University research community about current issues, innovations, and trends pertaining to transitways. In addition, the program can serve as a national model of interjurisdictional collaboration between government and academia for transitway research, education, and outreach.

Research Funding:

TIRP has funded research projects since 2007. A list of completed and current research is provided at the end of this document. More information about each project can be found at the web address provided above. The TIRP Program Management Team has identified the following priority research areas to be considered for 2010 funding:

- Economic and Business Impacts
- Neighborhood and Social Issue Impacts
- Environmental and Health Impacts

More detail on these areas is included below. University of Minnesota researchers are encouraged to submit proposals that address these research areas through the CTS RFP process.

For more information on these research areas, please contact Dawn Spanhake (spanh001@umn.edu) or Jan Lucke (jlucke@umn.edu) at CTS. They can connect interested researchers with TIRP partners who can give specific examples of how and why these research priorities are important to their communities and agencies.

2010 Research Priorities:

Examples of questions of interest to TIRP partners for each priority area include:

Economic and Business Impacts

How do transitways influence economic activity along and near the corridor? What influence do transit hubs have on the economic activity in the area?

Transportation corridors have played a significant role in the development patterns of communities. Economic centers and nodes are particularly influenced by transportation changes and improvements. TIRP is interested in how transitways influence market sheds, spending habits of customers, and business development and retention.

- Market Sheds: In general, what is the market shed for businesses located along or near a transitway? Does the type of business play a prominent role in determining the market shed or are there other factors (e.g., proximity to transitway, proximity to station, etc.) that play a larger role?
- User and Resident Spending: What percent of sales to businesses located on or near a transitway can be attributed to transitway users? What percent of sales can be attributed to those living near the transitways?
- Business Development and Retention: What are the impacts to sales/profitability of businesses located on or near the transitway? What types of businesses do well/thrive? What factors affect whether businesses located on or near a transitway grow/are profitable or are hurt/close? Are there certain types of businesses that thrive/perish as a result of the transitway?

2010 Research Priorities, continued:

Neighborhood and Social Issue Impacts

How do transitways or transitway improvements impact existing residents and small businesses? Impacts can be a result of activities related to construction and operation.

Transportation changes can have dramatic – both positive and negative – impacts on those living and operating businesses along or near a transportation corridor. TIRP is particularly interested in issues relating to gentrification, dislocation, and income as a result of transitways improvements.

- Gentrification: Are residents or businesses forced to relocate due to demand from higher income/higher profitable businesses moving into the area (result in higher taxes, increased rents, changes in property values, etc.)?
- Dislocation: Are residents or businesses dislocated due to changes in development patterns and uses along the transitway? Does construction alone make some residents and businesses leave the area due to accessibility during construction?
- Income: What are the impacts to the income of residents living on or near the transitway? Are those impacts influenced by existing income levels (i.e., are the impacts different on high-income neighborhoods versus low-income neighborhoods)? Does proximity to the transitway influence income?

Environmental and Health Impacts

What is the impact of transitways on carbon emissions? How does investing in transitways alter traffic congestion and what affect does this have on emissions?

Given the current interest in greenhouse gas reduction, TIRP is interested in an analysis of the impacts of transitways on carbon emissions and energy consumption. How does proximity to a transitway influence households' vehicle miles traveled? Do these effects vary by type of transitway (e.g., LRT, commuter rail, BRT, etc.)? How can transitways create optimal land use plans that reduce carbon emissions?

How does existence of transitways in a community support healthy lifestyles? Do transitways promote biking, walking, and other non-auto forms of transportation?

Completed and Current Research:

Economic Impacts of Transitways, Part 1: The Hiawatha Light Rail Line (PI: Professor Edward Goetz, Director of CURA)

- This study designs a methodology to measure changes in residential property values, housing mix, and surrounding land uses and testing it on the Hiawatha Light Rail Corridor.

Understanding Transportation Impacts of Transitways: Demographic and Behavioral Differences between Transitways Riders and Other Transit Riders (PI: Professor Jason Cao, Humphrey Institute)

- This study evaluates transportation impacts from transitway investments, such as the type and mix of riders attracted by the investment and how the environment of the transitway station affects mode mixing.

Value-Added: Impacts of the Proximity to Transitway Stations on Commercial Property Values (PI: Professor Jason Cao, Humphrey Institute)

- This project measures changes in commercial property value resulting from transitway investments.

Impact of Twin Cities Transitways on Regional Labor Market Accessibility: A Transportation Equity Perspective (PI: Professor Yingling Fan, Humphrey Institute)

- This study measures job accessibility and workforce relocation infused with a transportation equity perspective.

Transitway Data Management (PI: Will Craig, Associate Director of CURA)

- This project develops a systematic approach for identifying, cataloging, and archiving data to serve as a foundation for a wide range of transitway research efforts.



Transitway Impacts Research Program

Ramsey Regional Rail Authority

August 3, 2009

CENTER FOR TRANSPORTATION STUDIES

UNIVERSITY OF MINNESOTA



TIRP's Background

What are the economic, social, and health impacts of transitway corridors in the Twin Cities metropolitan area?

- Launched in 2006 by the Hennepin County – University of Minnesota Partnership
- Supported by CTS and the State and Local Policy Program at the Humphrey Institute

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TIRP's Partners

- More than \$400,000 of TIRP's funding has come from local resources, including:

- | | | |
|----------------------|-----------------------|-------------------------------------|
| •Anoka County | •Dakota County | •Mn/DOT |
| •City of Minneapolis | •Hennepin County | •Ramsey County |
| •City of St. Paul | •Itasca Project | •SLPP |
| •CTS | •Metro Transit | •Washington County |
| •CURA | •Metropolitan Council | •University Metropolitan Consortium |

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UNIVERSITY OF MINNESOTA



TIRP'S Initial Studies ***Understanding the Impacts of Transitways***

The Hiawatha Line: Impacts on Land Use and Residential Housing Value Professor Ed Goetz, Director of CURA

- Hiawatha produced an increase of \$47.1 million in residential property value between 2004 – 2007
- Average value of homes located near stations increased:
 - Single-Family Homes – more than \$5,000
 - Multi-Family Homes – more than \$15,500
- Compared to a control area,
 - New housing construction occurred at a rate 183% more
 - Single-family homes sold for 4.2% more

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TIRP'S Initial Studies

Understanding the Impacts of Transitways

Demographic and Behavioral Differences between Hiawatha Light Rail and Other Transit Riders

Professor Jason Cao, Humphrey Institute

- LRT provides equity by attracting captive riders (31%) and efficiency by attracting choice riders (69%)
- 33% of LRT riders are reverse commuters
- 75% of LRT riders walk further than ¼ mile to each station
- ⅓ of LRT riders choose to park and ride
- LTR supports mode mixing
 - 50% of riders transfer to another transit service

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TIRP's Current Research

Value-Added: Impacts of the Proximity to Transitway Stations on Commercial Property Values

- PI: Professor Jason Cao, Humphrey Institute
- Measures changes in commercial property values

Impact of Twin Cities Transitways on Regional Labor Market Accessibility: A Transportation Equity Perspective

- PI: Yingling Fan, Humphrey Institute
- Measures affects on job accessibility and workforce relocation

Transitway Data Management

- PI: Will Craig, Associate Director of CURA
- Develops a systematic approach to data use and archiving

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UNIVERSITY OF MINNESOTA



TIRP's Future

TIRP's 2010 Research Priorities are:

- **Economic and Business Impacts**
 - How might Central influence economic activity?
 - Intermodal Transit Hubs? User Spending? Resident Spending? Business Development? Business Relocation? Market Sheds?
- **Neighborhood and Social Impacts**
 - How might Central affect exiting residents and small businesses?
 - Gentrification? Dislocation? Income?
- **Environmental and Health Impacts**
 - How might Central impact congestion and carbon emissions?
 - How might Central impact the biking and walking habits of residents?

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UNIVERSITY OF MINNESOTA



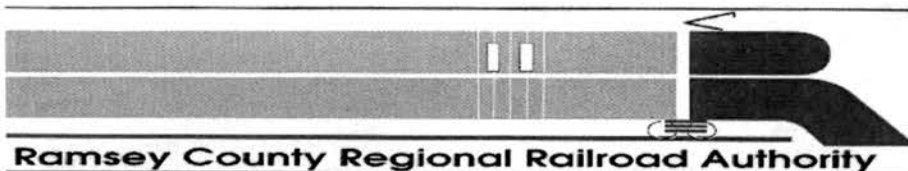
Questions?

www.cts.umn.edu/research/featured/Transitways

CENTER FOR TRANSPORTATION STUDIES

UNIVERSITY OF MINNESOTA

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6560 Ramsey County Government Center West
50 Kellogg Boulevard West
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

July 14, 2009

Immediately following the County Board Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the July 14, 2009 Board Meeting is presented for approval.

MINUTES of the June 9, 2009 Board Meeting is presented for approval.

MINUTES of the June 23, 2009 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. **Appointment of Commissioner Bennett as the alternate to the I-94 Corridor Commission**

Board Action Requested:

Appoint Commissioner Tony Bennett as the Ramsey County Regional Railroad Authority's alternate representative to the I-94 Corridor Commission.

2. **Legacy Funeral Home, LLC – Land Use License**

Board Action Requested:

Authorize the Regional Railroad Authority Chair and Chief Clerk to execute a license agreement with Legacy Funeral Home, LLC, for a one year term, with an option to renew consecutive one year terms, at the annual fee of \$1800 for 2009 and a 3% escalator for each consecutive renewal year.

3. **Issue a Request for Proposals for Preliminary Engineering Services for the Union Depot Multi-Modal Transit Hub**

Board Action Requested:

Authorize the County Manager to issue a Request for Proposals for Preliminary Engineering Services for the Union Depot Multi-Modal Transit Hub, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance of Requests for Proposals and evaluation of proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a proposer.

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

June 9, 2009

The Ramsey County Regional Railroad Authority met in the Council Chambers, Third Floor Court House, with the following members present: Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 6. Absent: Bennett - 1.

Chair McDonough called the meeting to order at 10:00 AM

AGENDA

Commissioner Carter moved approval of the Agenda of the June 9, 2009 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0. Motion accepted.

MINUTES

Commissioner Reinhardt moved approval of the Minutes from the June 2, 2009 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0. Motion accepted.

1. Ratification of Report of Contracts

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0. Motion accepted. (R09-19)

WHEREAS, Administrative Code 4.3.50A requires a report of all contracts approved by the County Manager; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the Quarterly Report of Contracts for the period of January 1, 2009 through March 31, 2009.

2. Approve Second Amendment to the Professional Services Agreement with AECOM USA, Inc. for Union Depot Project Coordination Services

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0. Motion accepted. (R09-20)

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

WHEREAS, Ramsey County Regional Railroad Authority entered into a contract with AECOM USA, Inc. to provide project coordination services for the Union Depot; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute the contract amendment with AECOM USA, Inc. to extend the contract termination date to June 30, 2010, at no increase in contract cost.

3. Approve Second Amendment to the Professional Services Agreement with URS Corporation for Rush Line Corridor Alternatives Analysis Study

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0. Motion accepted. (R09-21)

WHEREAS, Ramsey County Regional Railroad Authority is a member of the Rush Line Corridor Task Force, and is administering the contract for the Rush Line Corridor Alternatives Analysis study; and

WHEREAS, Ramsey County Regional Railroad Authority entered into a contract with URS Corporation to conduct an alternatives analysis study for the Rush Line Corridor; Now, Therefore, Be It

RESOLVED, Ramsey County Regional Railroad Authority hereby authorizes the Ramsey County Manager to approve and execute the contract amendment with URS Corporation to extend the contract termination date to December 31, 2009, at no increase in contract cost.

4. Approve Third Amendment to the Professional Services Agreement with URS Corporation for Union Depot Conceptual Engineering and Environmental Assessment Services

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Carter, McDonough – 6. Nays – 0. Motion accepted. (R09-22)

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

WHEREAS, Ramsey County Regional Railroad Authority entered into a contract with URS Corporation to provide conceptual engineering and environmental assessment services for the Union Depot; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute the contact amendment with URS Corporation to extend the contract termination date to October 31, 2009 at no increase in contract cost.

5. Approve Fourth Amendment to the Professional Services Agreement with Lockridge Grindal Nauen P.L.L.P. for Federal Lobbying Services

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Parker.

Commissioner Rettman wanted clarification on the proposed contract amendment and asked if the Board was being asked to approve an additional \$16,309.68 to end out the year.

Tim Mayasich, Director, Ramsey County Regional Railroad Authority (RCRRA) stated that he would provide the information to the Board..

Commissioner Rettman explained that her inquiry relates to whether or not they will do a Request for Proposal (RFP) process for the contract.

Mr. Mayasich said that the RCRRA and the County Manger's Office have been discussing the possibility of combining the Federal Lobbying Services contracts from both departments into one contract, for the purpose of minimizing expenses, reducing the RFP process and administering only one contract. They are still exploring this opportunity and whether or not it would be a benefit. He said either way, they will need they need to do an RFP for the Federal Lobbying Services.

Chair McDonough commented that it should have been made clearer to Board whether this is unexpended funds from the past contract or if it is coming from the RCRRA budget.

Roll Call: Ayes – Ortega, Parker, Reinhardt, Carter, McDonough – 5. Nays – Rettman – 1. Motion accepted. (R09-23)

6. Approve Cooperative Funding Agreement for Preliminary Engineering and Final Design, and 4th Street utility Work under a Letter of No Prejudice for Central Corridor

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Reinhardt.

Commissioner Carter inquired about the balance of mitigation efforts and the work that is currently proceeding. She said at the next Central Corridor Management Committee (CCMC) meeting, a report will be given on the status of mitigation. A lot of work has gone into the western portion of the Central Corridor line where there have been concerns, but there are still unresolved issues along University Avenue, particularly the issue of additional stations. They heard the Title VI environmental report that showed disproportionate impacts in areas around Western Avenue. She mentioned that at a previous CCMC meeting and RCRRRA meeting, part of resolutions were passed stating that at least one additional station along University Avenue would be added with the availability of funds in the project. She brings it up now because this is an important step and it is also important to acknowledge the Board's support of that particular resolution and the expectation in the community that additional stations would be added. She asked Chair McDonough if he had information on when the project budget would include additional stations.

Chair McDonough responded that the inclusion of all three additional stations, at Western, Victoria and Hamline, has been Ramsey County's first priority, and also has been supported by Hennepin County, City of Minneapolis and City of St. Paul. He said Chairman Peter Bell, of the Metropolitan Council, has also been publicly supportive of including at least one of the stations, if not all three, as a part of the final project budget as it moves into the full funding grant agreement. He said Chairman Bell is the person responsible for that final project as it is presented for the full funding grant agreement, and he needs to represent Ramsey County's priority that it is a critical piece in moving the project forward. The Final Environmental Impact Statement (FEIS) may have some indication that there is a disproportionate impact around Western Avenue, where one of the stations is missing. The project office has not yet decided how they will deal with this issue.

Commissioner Carter responded that they know there must be mitigation for the disproportionate impact that has been discovered on Western Avenue area. She said with the Board's priority for the additional stations, they should encourage the Met Council to consider that mitigation step and to share an analysis with the Board as soon as possible. As a part of their motion to Approve the Cooperative Funding Agreement for Preliminary Engineering and Final Design, she suggested that they amend the motion to include this priority.

Chair McDonough said he would discourage amending their motion because they have already taken that position in a previous passed resolution.

Commissioner Reinhardt commented that it is best to keep the resolutions separate because it is part of a federal process. She suggested that they vote on the current resolution as it is and that they do another resolution, as Commissioner Carter offered, and send a letter to Chair Bell reinforcing the position they have already taken.

Commissioner Carter said even though the Board has made their position very clear, they have not yet heard a response from the Met Council that the additional stations will be added. She said there does seem to be a sense of urgency for mitigation with the Title VI report of disproportionate impact.

Chair McDonough wanted to clarify that the civil rights complaint claims there is disproportionate impact but the Supplemental DEIS, which has been filed by the Federal Transit Administration (FTA),

claims there was not. The FEIS may show that there is disproportionate impact at Western Avenue but it will not be known until the FEIS is published.

Commissioner Carter thinks it is a concern and appreciates the opportunity to have the discussion. She said they can vote on her motion or she can withdraw it, allowing the original motion to proceed. However, she wants people to understand that the issue is still a priority and of importance to the Board.

Commissioner Reinhardt commented that the concerns are legitimate, which have been discussed in the past, and they have already established their position of being supportive on the issue. She said it would not mean they are less supportive if Commissioner Carter were to withdraw her motion.

Commissioner Rettman suggested that they include a cover letter on the proposed resolution reinforcing their position on issue and the previous actions they have taken. They could forward the cover letter with the Agreement and attach their previous resolutions passed.

Commissioner Carter said she would be comfortable if they were to reiterate their position in the cover letter, stressing that their vote on the proposed resolution would not replace their position on the previous actions and resolutions passed. She withdrew her motion.

The Board agreed and Chair McDonough therefore confirmed that the original motion would stand.

Commissioner Rettman commented that, with the Met Council's authority to make the final decisions, she has concerns when the word "consult" is used in the Agreement and that Ramsey County only has a consultative role. She said it seems to imply that there is not room for modification of what is being proposed.

David MacMillan, Assistant County Attorney, said they need to recognize that the Met Council is in charge of the process and they bear the responsibility to the state and federal government in making the decisions. He is not sure if it is possible to get stronger language than "consult" because there is not a shared decision making process. He said the Rail Authorities of Ramsey and Hennepin County are funding sources, whereas the Met Council has been given control of the project and can make the final decisions.

Commissioner Rettman asked if Ramsey County would be reimbursed for funding if the project does not happen.

Mr. MacMillan replied that the Met Council will not reimburse any of the funding sources if the project does not happen.

Commissioner Rettman asked if the utility companies could sue them if there was no project. She referred to the utilities lawsuit that occurred in Minneapolis during the construction of the Hiawatha Line

Mr. MacMillan confirmed that the issue of utility relocation was litigated in Minneapolis. He explained that most private utility companies have a right to be in public rights of way. However, as collateral to that right, if the public right of way owner has a need for the utility company to move, the utility company has to do so at their own expense. He said it is possible that the utility company could sue but Ramsey County is not responsible for paying for the movement of private utilities.

Commissioner Reinhardt commented that there are tight restrictions on how project pieces move forward from a funding standpoint. With these strict guidelines and the steps they have taken, she does not see any real possibility that the project might not happen. She also said they need to be respectful of the designated responsibilities. Ramsey's consultative role is not just on paper but is the reality of what they are trying to do.

Chair McDonough wanted to clarify that money will not be spent until they get the letter of no prejudice.

Commissioner Carter agrees that it is a fair risk to take with the partners and that the risk will be minimized once they receive the letter of no prejudice.

Commissioner Rettman asked if the Agreement before them is the final document of other documents would come back to the Board on the final design.

Chair McDonough said his understanding is that the Agreement before them is for the 4th Street Utility Work and another piece will come back to them on the final design of the project. He asked Mark Fuhrmann from the Met Council to clarify this for the Board.

Mark Fuhrmann explained that the Agreement before them includes the work for final design and the 4th Street advance utility work, and is the final document on the final design. He said the Met Council will have to come back to them with the final funding agreement for the construction, immediately prior to the issuance of the Full Funding Grant Agreement next year.

Chair McDonough wanted to clarify that the funding formula is determined by legislation, and requires Ramsey County to participate at a 7% level.

Commissioner Parker wanted clarification on what they are being asked to approve. She said they have already approved \$17 million for preliminary engineering and they are now being asked to approve \$18.3 for preliminary engineering and final design. She asked if approval is being sought today for the difference in cost.

Tim Mayasich, Director, RCRRA, responded that the approved \$17 million has not yet been spent and the RCRRA is seeking approval for the additional \$1.3 million difference. The funding for the 4th Street utility work has been incorporated into the final design figure.

Steve Morris, RCRRA Transit Project Manager, added that the \$18.3 is a portion of the \$63 million commitment for the Central Corridor light rail project.

Chair McDonough stated that they will vote on the item as it stands and they will send a cover letter with the final approval reiterating Ramsey County's priority of additional street stations.

Roll Call: Ayes – Ortega, Parker, Reinhardt, Carter, McDonough – 5. Nays – Rettman – 1. Motion accepted. (R09-24)

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

WHEREAS, Ramsey County Regional Railroad Authority entered into a contract with URS Corporation to provide conceptual engineering and environmental assessment services for the Union Depot; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute the contact amendment with URS Corporation to extend the contract termination date to October 31, 2009 at no increase in contract cost.

Commissioner Rettman asked about the status of the public hearings.

Mr. Mayasich replied, in regard to the public hearings on the environmental assessment for the Union Depot, they are still waiting for approval from the State and the Federal Highway Administration and they will set the hearing dates once it is approved.

There being no further business, Chair McDonough declared the meeting adjourned at 10:50 AM.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

June 23, 2009

The Ramsey County Regional Railroad Authority met in the Council Chambers, Third Floor Court House, with the following members present: Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 6. Absent: Bennett - 1.

Chair McDonough called the meeting to order at 10:48 AM

AGENDA

Commissioner Parker moved approval of the Agenda of the June 23, 2009 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Parker, Reinhardt, Rettman, Carter, Ortega, McDonough – 6. Nays – 0. Motion accepted.

1. Purchase Union Depot Building (Head House), St. Paul, Minnesota

Chair McDonough explained that this item will complete the purchase of the Union Depot Building, Head House portion. Two weeks prior, they approved part of the Union Depot purchase, which included the purchase of the Frenz property. Today they will vote on the sale and purchase agreement for the Leventhal property.

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Ortega.

Commissioner Rettman asked if the back taxes for the Leventhal property would be handled the same way as the Frenz Property.

David MacMillan, Assistant County Attorney, replied they would be handled the same way. There were some easements that they were not able to clear off. However, the property will be clear of any mortgage payments and back taxes. He said the first half taxes have already been paid.

Chair McDonough added that, with this building purchase, they will own about 40 acres including the facility. They have completed the purchase agreement with the post office for the concourse and deck areas; they have accumulated pieces that were owned by the City of St. Paul HRA and Ramsey County. This now is the final piece that will position them for the vision Ramsey County has had for many years. He said this is a big moment and is glad to be a part of continuing the vision and moving it forward.

Roll Call: Ayes – Parker, Reinhardt, Rettman, Carter, Ortega, McDonough – 6. Nays – 0. Motion accepted. (R09-25)

WHEREAS, On June 2, 2009, the Ramsey County Regional Railroad Authority authorized and approved the final purchase agreement with Frenz, for the purchase of the Union Depot (Head House); accepted and approved the due diligence report, and estimated total purchase costs and 2009 operating budget for the Union Depot; and directed staff to return to the Ramsey County Regional Railroad Authority with the final purchase agreement for Leventhal's Property; and

WHEREAS, The Regional Railroad Authority and Property Management, working in conjunction with the County Attorney's Office, have included the following terms into the final purchase agreement with Leventhal's (Attachment 1):

- Purchase price of \$400,000.
- Down payment of up to \$25,000 due within 3 days of execution of the Purchase Agreement.
- Due diligence has been completed.

- Closing on or before June 30, 2009; Now, Therefore, Be It

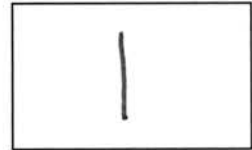
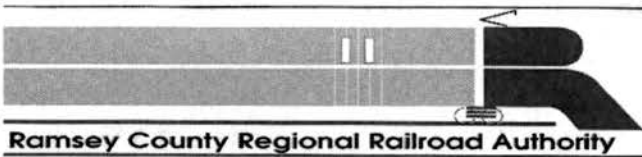
RESOLVED, That the Ramsey County Regional Railroad Authority hereby authorizes and approves the final purchase agreement for Leventhal's property for the purchase price of \$400,000; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority hereby authorizes the Chair to sign and deliver the final Agreement for Sale and Purchase of Property on behalf of the County, subject to prior approval by the County Attorney's Office and Property Management; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority hereby authorizes the County Manager to execute and deliver on its behalf all necessary documents required by or deemed necessary to carry out the purposes of the Agreement for Sale and Purchase of Property, subject to prior approval by the County Attorney's Office; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority hereby authorizes and approves that all costs, expenses, taxes, charges or fees that Ramsey County is required to pay at closing, or otherwise required by the purchase agreement, may be paid from a 2008 project approved by the Regional Railroad Authority board for use in developing the Union Depot as a multi modal transportation hub.

There being no further business, Chair McDonough declared the meeting adjourned at 10:52 AM.



REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 7/14/09

SUBJECT: Appointment of Commissioner Bennett as the alternate to the I-94 Corridor Commission

EXECUTIVE SUMMARY

On March 17, 2009, the Regional Railroad Authority Board adopted the I-94 Corridor Joint Powers Agreement. This Agreement covers the 16 mile I-94 Corridor that begins at the Union Depot in downtown St. Paul and travels east to the St. Croix River. The Board's approval of the Agreement followed the Washington County Regional Railroad Authority's approval allowing the I-94 Corridor Commission ("Commission") to be created. The Commission has the purpose of bringing together the regional railroad authorities and cities to cooperatively advocate for and analyze the feasibility, environmental impacts, engineering, construction of a multi-modal transportation system that may include light rail, bus rapid, commuter rail, multi-use trails, and Intelligent Transportation Systems (ITS) in the Corridor. The Board will also analyze the land use and development impacts associated with the Corridor.

In approving the Agreement, the Regional Railroad Authority also appointed Commissioner Reinhardt as its representative to the Commission. However, the Board did not appoint an alternate to serve in those instances when Commissioner Reinhardt is unable to attend Commission meetings. The appointment of an alternate is important to ensure that the Ramsey County Regional Railroad Authority's interests are communicated to the Commission. The attached resolution addresses this need by appointing Commissioner Bennett as the Ramsey County Regional Railroad Authority's alternate to the I-94 Corridor Commission.

ACTION REQUESTED

Appoint Commissioner Tony Bennett as the Ramsey County Regional Railroad Authority alternate representative to the I-94 Corridor Commission.

1

SUBJECT: Appointment of Commissioner Bennett as the alternate to the Minnesota High Speed Rail Corridor Commission

ATTACHMENTS:

PREVIOUS ACTION:

On November 18, 2008, staff was authorized to enter into discussions with staff from the Regional Railroad Authorities and cities along the I-94 Corridor to develop a joint powers agreement.

On January 20, 2009, staff provided the Regional Railroad Authority with an overview of the Minnesota High Speed Rail Joint Powers Agreement. Staff was directed to bring the Final Joint Powers Agreement back to the Regional Railroad Authority for approval.

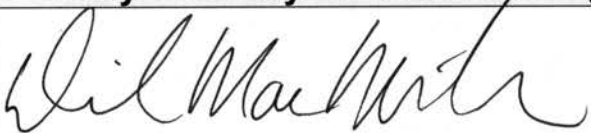
Resolution R09-09: Approval of the I-94 Corridor Joint Powers Agreement and appointment of Commissioner Reinhardt as the Board's representative.

COUNTY MANAGER'S COMMENTS:

SUBJECT: Appointment of Commissioner Bennett as the alternate to the I-94 Corridor Commission

Regional Railroad Authority – Authorized Signature	Date
	7/8/09

Budgeting & Accounting – Authorized Signature	Date
	7/8/09

County Attorney – Authorized Signature	Date
	7/9/09

Property Management – Authorized Signature	Date

Information Services– Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Appointment of Commissioner Bennett as the alternate to the I-94 Corridor Commission

Draft Resolution

1 WHEREAS, The I-94 Corridor begins at the Union Depot in downtown St. Paul and travels east to
2 the St. Croix River; and
3

4 WHEREAS, The Ramsey County Regional Railroad Authority adopted the Minnesota I-94
5 Corridor Joint Powers Agreement ("Agreement") on March 17, 2009; and
6

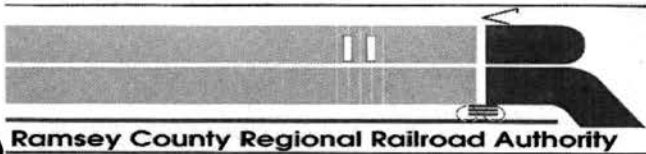
7 WHEREAS, The Agreement was previously adopted by Washington County Regional Railroad
8 Authority; and
9

10 WHEREAS, The adoption of the Agreement has created the I-94 Corridor Commission
11 ("Commission") which allows its member parties to advocate for and analyze the feasibility,
12 environmental impacts, engineering, construction of a multi-modal transportation system that may
13 include light rail, bus rapid, commuter rail, multi-use trails, and Intelligent Transportation Systems (ITS) in
14 the Corridor; and
15

16 WHEREAS, The Ramsey County Regional Railroad Authority appointed Commissioner Victoria
17 Reinhardt as its representative to the Commission; and
18

19 WHEREAS, It is in the best interest of the Ramsey County Regional Railroad Authority to appoint
20 an alternate to the Commission; Now. Therefore, Be It
21

22 RESOLVED, That the Ramsey County Regional Railroad Authority hereby appoints
Commissioner Tony Bennett as its alternative representative to the I-94 Corridor Commission for 2009.



2

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 07/14/09

SUBJECT: Legacy Funeral Home, LLC – Land Use License

EXECUTIVE SUMMARY:

The Ramsey County Regional Railroad Authority (RCRRA) owns the premises at 1870 English Street. This 1.6 acre property was purchased by the Ramsey County Regional Railroad Authority in 1992 to serve as a future transit station on the Northeast Corridor. Formerly occupied by the Gladstone Lumber Mart buildings, the property was razed in spring 2009 saving RCRRA approximately \$10,000 per year in expenses. The current premises is a surface parking lot enclosed by a fence. Legacy Funeral Homes, LLC, located at 1310 Frost Ave. two lots North, desires the non-exclusive use of the premises for the purpose of providing parking for vehicles of persons attending funeral services during the period of 7am Fridays through 6pm Mondays. Licensee is responsible for site maintenance and security as it relates to their operation. RCRRA makes no obligation to maintain or improve the site as it relates to this license. License term is one year with the option to renew consecutive one year terms. There is a mutual right to terminate with 30 days notice. License fee is \$1,800 annually with a 3% escalator for each consecutive renewal year.

ACTION REQUESTED:

Authorize the Regional Railroad Authority Chair and Chief Clerk to execute a license agreement with Legacy Funeral Home, LLC, for a one year term, with an option to renew consecutive one year terms, at the annual fee of \$1800 for 2009 and a 3% escalator for each consecutive renewal year.

SUBJECT: Legacy Funeral Home, LLC – Land Use License

ATTACHMENTS: Original License Copy Signed by Licensee

PREVIOUS ACTION: None

COUNTY MANAGER'S COMMENTS:

The Premises at 1870 English Street was purchased by the Ramsey County Regional Railroad Authority in 1992 to serve as a future transit station on the Northeast Corridor. Licenses require Regional Railroad Authority approval. Use of this land by the Legacy Funeral Home will not interfere with the Regional Railroad Authority's current use of the property and provides revenue to the department.

SUBJECT: Legacy Funeral Home, LLC – Land Use License

Regional Railroad Authority – Authorized Signature

Date

Samuel A. Meyers

7/8/09

Budgeting & Accounting – Authorized Signature

Date

Steven Kust

7/8/09

County Attorney – Authorized Signature

Date

Phil MacArthur

7/9/09

Property Management – Authorized Signature

Date

Information Services – Authorized Signature

Date

Other – Authorized Signature

Date

Subject: Legacy Funeral Home, LLC – Land Use License

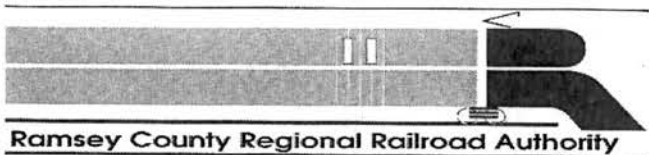
Draft Resolution

1 WHEREAS, Ramsey County Regional Railroad Authority owns the premises located at 1870
2 English Street, in Maplewood, commonly known as the English Street lot; and

3
4 WHEREAS, Legacy Funeral Home, LLC desires a License for the use of this premises for
5 funeral home service annex parking; and

6
7 WHEREAS, RCRRA desires to financially benefit from the interim use of this property; Now,
8 Therefore Be It

9
10 RESOLVED, Ramsey County Regional Railroad Authority hereby authorizes the Regional
11 Railroad Authority Chair and Chief Clerk to execute a license agreement with Legacy Funeral
12 Home, LLC, for a one year term, with an option to renew consecutive one year terms, at the annual
13 fee of \$1800 for 2009 and a 3% escalator for each consecutive renewal year.



2

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 07/14/09

SUBJECT: Legacy Funeral Home, LLC – Land Use License

EXECUTIVE SUMMARY:

The Ramsey County Regional Railroad Authority (RCRRA) owns the premises at 1870 English Street. This 1.6 acre property was purchased by the Ramsey County Regional Railroad Authority in 1992 to serve as a future transit station on the Northeast Corridor. Formerly occupied by the Gladstone Lumber Mart buildings, the property was razed in spring 2009 saving RCRRA approximately \$10,000 per year in expenses. The current premises is a surface parking lot enclosed by a fence. Legacy Funeral Homes, LLC, located at 1310 Frost Ave. two lots North, desires the non-exclusive use of the premises for the purpose of providing parking for vehicles of persons attending funeral services during the period of 7am Fridays through 6pm Mondays. Licensee is responsible for site maintenance and security as it relates to their operation. RCRRA makes no obligation to maintain or improve the site as it relates to this license. License term is one year with the option to renew consecutive one year terms. There is a mutual right to terminate with 30 days notice. License fee is \$1,800 annually with a 3% escalator for each consecutive renewal year.

ACTION REQUESTED:

Authorize the Regional Railroad Authority Chair and Chief Clerk to execute a license agreement with Legacy Funeral Home, LLC, for a one year term, with an option to renew consecutive one year terms, at the annual fee of \$1800 for 2009 and a 3% escalator for each consecutive renewal year.

SUBJECT: Legacy Funeral Home, LLC – Land Use License

ATTACHMENTS: Original License Copy Signed by Licensee

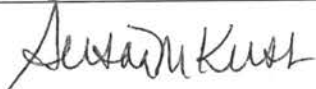
PREVIOUS ACTION: None

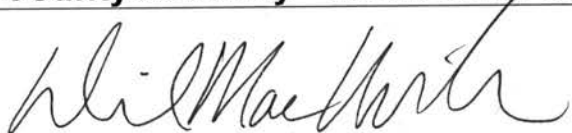
COUNTY MANAGER'S COMMENTS:

The Premises at 1870 English Street was purchased by the Ramsey County Regional Railroad Authority in 1992 to serve as a future transit station on the Northeast Corridor. Licenses require Regional Railroad Authority approval. Use of this land by the Legacy Funeral Home will not interfere with the Regional Railroad Authority's current use of the property and provides revenue to the department.

SUBJECT: Legacy Funeral Home, LLC – Land Use License

Regional Railroad Authority – Authorized Signature	Date
	7/8/09

Budgeting & Accounting – Authorized Signature	Date
	7/8/09

County Attorney – Authorized Signature	Date
	7/9/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Legacy Funeral Home, LLC – Land Use License

Draft Resolution

1 WHEREAS, Ramsey County Regional Railroad Authority owns the premises located at 1870
2 English Street, in Maplewood, commonly known as the English Street lot; and

3
4 WHEREAS, Legacy Funeral Home, LLC desires a License for the use of this premises for
5 funeral home service annex parking; and

6
7 WHEREAS, RCRRA desires to financially benefit from the interim use of this property; Now,
8 Therefore Be It

9
10 RESOLVED, Ramsey County Regional Railroad Authority hereby authorizes the Regional
11 Railroad Authority Chair and Chief Clerk to execute a license agreement with Legacy Funeral
12 Home, LLC, for a one year term, with an option to renew consecutive one year terms, at the annual
13 fee of \$1800 for 2009 and a 3% escalator for each consecutive renewal year.

LICENSE AGREEMENT

This License Agreement is entered into between the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota (Licensor), and Legacy Funeral Home LLC, a Minnesota Limited Liability Company (Licensee), on this 12th day of June, 2009.

RECITALS

1. The Licensor is the fee owner of a parcel of land (the Premises) located in the City of Maplewood, County of Ramsey, Minnesota, with a street address 1870 English Avenue, Maplewood, Minnesota, and legally described in the attached Exhibit A.
2. Licensee, a Minnesota Limited Liability Company (LLC) owns and operates a funeral home in the City of Maplewood at 1310 Frost Avenue (the Funeral Home)
3. Licensee desires to use the Premises for the purpose of providing parking for vehicles for persons attending funeral services at the Funeral Home on Friday, Saturday, Sunday, and Monday, commencing on Friday at 7:00am and ending on Monday at 6:00 P.M.. During these days and times, the funeral visitation is open twenty-four (24) hours per day and parking usage will be for this duration. From Tuesday through Thursday, there will not be any overnight parking or storage of vehicle or equipment on the Premises.
4. Licensor is willing to permit Licensee to use the Premises for the non-exclusive parking use on Friday, Saturday, Sunday and Monday.

NOW, THEREFORE, the parties agree as follows:

1. Licensor hereby grants to Licensee a non-exclusive license to use the Premises and make the Premises available for use of persons attending funeral services at Licensee's Funeral Home, on the days of the week and between the hours above stated. Such use shall be

limited to the parking of automobiles, vans, sport utility vehicles and other passenger carrying automotive vehicles, and shall not include semi-trailer trucks, other trucks, or delivery vehicles, or buses.

2. This license is granted for a term of one year (the Initial Term).

3. The Initial Term shall commence on June 12, 2009
(the Commencement Date) and end on June 11 2010 (the
Expiration date).

4. The Term may be extended for additional one year periods (Extension Terms) as follows:

- a. Not less than sixty days prior to the expiration of the Term or any Extension Term the Licensee shall notify Licensor, in writing, of its desire to extend the Term for an additional year.
- b. Licensor will notify Licensee of the Licensor Fee to be paid for the Extension Term. The License Fee shall be increased 3% over the Licensee Fee for the immediately preceding Term or Extension Term.
- c. Licensee must pay the License Fee for the Extension Term not less than ten days before commencement of the Extension Term.
- d. For any Extension Term, all provisions of this License shall apply except the Expiration Date, which will be extended.

5. The License Fee for the initial Term shall be \$1,800.00 payable not less than ten days before the Commencement Date.

6. If any payments by Licensee due hereunder are not made within ten (10) days of the due date thereof, then Licensee shall pay, as an additional license fee, a late payment fee of 5% of the annual installment amount.

7. Licensee shall not have the right to make any alterations in or additions to the Licensed Premises without the prior written consent of Licensors. Any alterations, additions or changes made or placed in or on the Licensed Premises by Licensee shall, at the option of Licensors, be removed by Licensee at the termination of the License. Any such removal shall be at the sole expense of Licensee which shall be obligated to restore the Licensed Premises to the same condition they were in prior to said alterations, reasonable wear and tear, damage from the elements, acts of God, or damage resulting from the negligence or willful misconduct of Licensors, its agents or employees, excepted.

8. Licensee at its cost shall maintain, in good condition, all portions of the Licensed Premises and at the expiration of the term of this License Agreement, or prior termination, Licensee shall surrender the Licensed Premises to Licensors in the same condition as received, normal wear and tear, damage from the elements, acts of God, or damage resulting from the negligence or willful misconduct of Licensors, its agents or employees, excepted. Licensee shall keep the Licensed Premises in a clean and wholesome condition and shall regularly remove all trash and refuse of any kind from the Licensed Premises at its own expense. Licensee shall be liable for any damage to the Licensed Premises resulting from the negligent or willful acts or omissions of Licensee, its employees or agents.

9. The Licensors, its employees, and its agents shall have the right to enter the Licensed Premises at all reasonable times for the purpose of inspecting, cleaning, repairing, altering, or improving the premises or to exhibit the Licensed Premises to prospective tenants, purchasers, or others. Nothing in this section shall be interpreted as requiring the Licensors to perform any such acts independent of the requirements of the other provisions of this lease. The

Licensors shall also be permitted to enter the Licensed Premises for the purpose of posting notices of non-responsibility for alterations, additions or repairs.

10. Licensee shall not assign, transfer, convey or encumber its interest in this License Agreement or in the Licensed Premises, or allow any other person or entity (except Licensee's authorized representatives) to occupy or use all or any part of the Licensed Premises, without first obtaining Licensors' written consent. Any assignment made with Licensors' consent shall be void.

11. Licensee shall at all times during the term hereof, at its own expense, maintain and keep in effect a policy of General Liability Insurance insuring against all liabilities, claims and expenses for damages to persons or property in or about the Licensed Premises. The amount of said liability shall not be less than \$1 million per occurrence.

Licensee shall have the policy of insurance endorsed to reflect the following provisions:

(i) name Licensors as an Additional Insured, (ii) provide a thirty (30) day written notice of cancellation, (iii) include an endorsement wherein insurance carrier agrees to waive rights of subrogation against the Licensors; and (iv) agrees that insurance carried by Licensee shall be primary, without rights of contribution from any insurance which is carried by the Licensors.

Licensee further agrees to provide Certificates of Insurance evidencing coverage as required to Licensors prior to occupancy of the Licensed Premises.

Licensee shall indemnify and hold harmless Licensors against any and all claims and demands arising from the negligence of the Licensee, its officers, agents, invitees and/or employees, as well as those arising from Licensee's failure to comply with any covenants of this License Agreement on its part to be performed, and shall defend Licensors against any and all suits and/or actions arising out of such negligence, actual or alleged.

12. This License Agreement shall be in effect and force for the period specified herein, from the date hereof, subject to termination by reason of default by the Licensee, and also subject to termination if the current use of the property by licensor ceases. Provided, however, that the license may be terminated at any time and for any reason by the RCRRA upon giving thirty (30) days' written notice to the licensee. If termination is for default by the licensee of any of the terms of its' license, Licensee shall not be refunded any unused portion of the licensee fee paid. If termination is for the convenience of the Licensor, Licensee shall be entitled to a refund of any unearned license fee paid to Licensor. The unearned portion of the fee shall be determined by dividing the annual fee by 12, and multiplying the result by the number of months remaining in the Initial Term or Extension Term as the case may be after the date of termination.

13. Licensee shall pay all costs for construction done by it or caused to be done by it on the Licensed Premises as permitted by this License Agreement. Licensee shall keep the improvements and land of which the Licensed Premises are a part free and clear of all mechanics' liens resulting from construction done by or for Licensee. Licensee shall have the right to contest the correctness or the validity of any such lien if, immediately on demand by Licensor, Licensee procures an irrevocable letter of credit in favor of Licensor in an amount equal to one-and one-half times the amount of the claim of the lien.

14. In case of the total or such partial loss of the Licensed Premises through condemnation, as shall make it impracticable for Licensee's use, this License Agreement may be terminated at the option of either party and in that case, Licensee shall not be liable for any monthly license fee payments after the date of such termination.

15. The occurrence of any of the following shall constitute a material default and breach of this License Agreement by Licensee:

- a. Any failure by Licensee to pay license fee payments or any other monetary sums required to be paid hereunder (where such failure continues for ten (10) days after written notice thereof from Licensor to Licensee).
- b. The abandonment or vacation of the Licensed Premises by Licensee.
- c. A failure by Licensee to observe and perform any other provision of this License Agreement to be observed or performed by Licensee, where such failure continues for twenty (20) days after written notice thereof by Licensor to Licensee, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such twenty (20) day period, Licensee shall not be deemed to be in default if Licensee shall within such period commence such cure and thereafter diligently prosecute the same to completion.
- d. The making by Licensee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Licensee of a petition to have Licensee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Licensee, the same is dismissed within ninety (90) days; the appointment of a trustee or receiver to take possession of substantially all of Licensee's assets located at the Licensed Premises or of interest in this License Agreement, where possession is not restored to Licensee within sixty (60) days; or the attachment, execution or other judicial seizure of substantially all of Licensee's assets located at the Licensed Premises or of Licensee's interest in this License Agreement, where such seizure is not discharged within forty-five (45) days. In the event of any such material default or breach of Licensee, Licensor may at any time thereafter without limiting Licensor in the exercise of any right or remedy at law or in equity which Licensor may have by reason of such default or breach.

In the event of any breach of this License Agreement by Licensee, Licensor shall have the immediate right of re-entry and possession of the Licensed Premises; which such right remains continuous until such time as Licensee shall have cured such default. Additionally, Licensor shall have the right to terminate this License Agreement by written notice of such intention to Licensee.

In the event Licensor elects to terminate this License Agreement, Licensee's liability for monthly license fee payments and other sums payable hereunder and to perform any other term,

condition, covenant or agreement on its part to be performed under this License Agreement shall cease and terminate as to any period subsequent to the date of which Licensor delivers to Licensee written notice of such termination. Licensee shall remain liable, however, for all monthly license fee payments and the performance of all terms, conditions and agreements relating to matters prior to the date of such termination.

16. Licensee shall comply with all laws and regulations concerning the Licensed Premises or Licensee's use of the Licensed Premises, including, without limitation, the obligation to comply with any code, law or regulation that requires alterations, additions or restoration to the Licensed Premises.

17. As used herein, the term "hazardous substances" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority. The term "hazardous substances" includes but is not limited to any material substance which is (i) designated as a "hazardous substance" pursuant to section 311 of the Federal Water Pollution Control Act (33 U.S.C. section 1317); (ii) defined as a "hazardous substance" pursuant to section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq. (42 U.S.C. section 6903); or (iii) defined as a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. section 9601, et seq.). As used herein, the term, "environmental requirements" means all laws, ordinances, rules, regulations, orders and other requirements of any government or public authority now in force or which may hereafter be in force relating to protection of human health or the environment, including all requirements pertaining to reporting, licensing permitting, investigation and remediation of emissions, discharges, storage, disposal or releases of hazardous substances and all requirements pertaining to the protection of

the health and safety of employees or the public. Licensee shall not permit or conduct the generation, treatment, storage or disposal on, in or about the Licensed Premises without prior written notice to Licensor. Any such notice to Licensor shall be in writing and shall demonstrate to the reasonable satisfaction of Licensor that such hazardous substances are necessary to the business of Licensee and will be generated, treated, stored or disposed of in a manner that complies with all environmental requirements. Any such generation, treatment, storage or disposal of any hazardous substances by Licensee hereunder shall be in compliance with all environmental requirements. Licensee shall indemnify and defend Licensor against and hold Licensor harmless from all claims, demands, liabilities, damages, fines, encumbrances, liens, losses, costs and expenses, including reasonable attorney's fees and disbursements, and costs and expenses of investigations, arising from or related to the existence of hazardous substances in or on the Licensed Premises as a result of the acts or omissions of Licensee.

18. MISCELLANEOUS.

- a. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.
- b. This License Agreement is made and entered into in the State of Minnesota and shall in all respects be interpreted, enforced and governed by the laws of the State of Minnesota. The language of all parts of this License Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against Licensor or Licensee.
- c. This License Agreement, and all its provisions, shall be binding upon the heirs, administrators, executors, successors and assigns of the parties hereof.
- d. This License Agreement sets forth the entire agreement between Licensor and Licensee, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. This License Agreement may only be modified by a written agreement signed by Licensor and Licensee.

19. NOTICES. All notices as required by any of the terms and conditions of this License Agreement shall be deemed given when the notice is prepared, adequately addressed and deposited in the United States mail, postage prepaid. Notices to Licensor and Licensee are adequately addressed as follows:

LICENSOR: Ramsey County Regional Railroad Authority

LICENSEE: *LEGACY FUNERAL HOME, LLC*

With Copy To:

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

Dated this 12th day of June, 2009.

LICENSOR:

Ramsey County Regional Railroad Authority

By _____

_____ Its _____

By _____

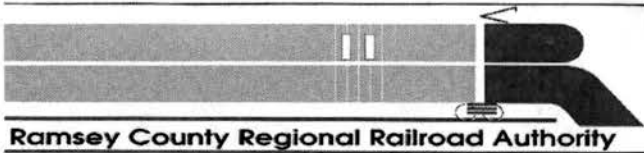
_____ Its _____

LICENSEE:

Legacy Funeral Home LLC

By [Signature]

J. Kon Uauo Its President



3

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 7/14/09

SUBJECT: Issue a Request for Proposals for Preliminary Engineering Services for the Union Depot Multi-Modal Transit Hub

EXECUTIVE SUMMARY:

The Environmental Assessment for the Union Depot Multi-Modal Transit Hub has been completed and should be published shortly. The conclusion of the environmental process will be a Finding of No Significant Impact ("FONSI") to be issued by the Federal Highway Administration ("FHWA") in late summer. That action will clear the way for Federal funding to be spent on activities like final design and construction.

In order to expedite the next phase of engineering for the project, staff is requesting authorization to issue a request for proposals ("RFP") for Preliminary Engineering Services for the Union Depot Multi-Modal Transit Hub. These Design Advancement activities for the Union Depot project are estimated to cost approximately \$5 million. Federal funding from the Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU"), in the amount of \$45 million, will be available for this work once the FONSI is issued. The 20% local share will be credited from Ramsey County Regional Railroad Authority ("RCRRA") funds already expended on this project. The Minnesota Department of Transportation will need to approve the RFP before it is issued in accordance with the rules associated with federal funds.

(The Executive Summary is continued on the next page)

ACTION REQUESTED:

Authorize the County Manager to issue a Request for Proposals for Preliminary Engineering Services for the Union Depot Multi-Modal Transit Hub, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance of Requests for Proposals and evaluation of proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a proposer.

1

SUBJECT: Issue a Request for Proposals for Preliminary Engineering Services for the Union Depot Multi-Modal Transit Hub

EXECUTIVE SUMMARY CONTINUED:

The Preliminary engineering scope provides a comprehensive design package that includes: the train deck, concourse, and head house and readies the project for preparation of final design or design/build documents. This scope will communicate a design intent for the entire project and provide a project cost estimate. The conceptual engineering developed as part of the Environmental Assessment will serve as a basis to develop space requirements for the various users of the facility. The design will include consultation on historic and security elements and will meet ADA requirements. The work is expected to take between twelve and eighteen months to complete.

The issuance of the RFP will follow the Ramsey County policies and procedures associated with the issuance of RFP's and evaluation of proposals of RFP's in accordance with the Federal Brooks Act. As a Federally funded procurement for architectural and engineering services, this procurement will involve evaluation of proposals and selection of the best-qualified firm. The firm's price proposal is evaluated against an independently prepared cost estimate. If a contract cannot be successfully negotiated with the first firm, negotiations will occur with the second ranked firm. The results of the RFP process and a contract will be brought back to the RCRRA for final approval.

SUBJECT: Issue a Request for Proposals for Preliminary Engineering Services for the Union Depot Multi-Modal Transit Hub

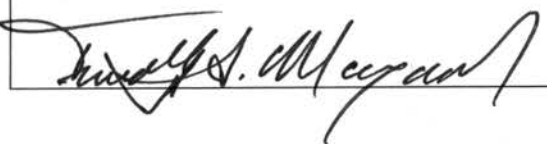
ATTACHMENTS:

PREVIOUS ACTION:

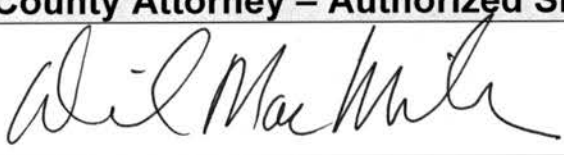
COUNTY MANAGER'S COMMENTS:

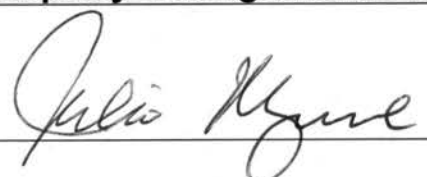
The County Manager supports the issuance of an RFP for Preliminary Engineering Services for the Union Depot Multi-Modal Transit Hub. The issuance of the RFP will follow the Ramsey County policies and procedures on issuance of RFP's and evaluation of proposals on RFPs and the Federal Brooks Act. This approach will allow the Union Depot to be ready for Amtrak's service in 2012.

SUBJECT: Issue a Request for Proposals for Preliminary Engineering Services for the Union Depot Multi-Modal Transit Hub

Regional Railroad Authority – Authorized Signature	Date
	7/8/09

Budgeting & Accounting – Authorized Signature	Date
	7/8/09

County Attorney – Authorized Signature	Date
	7/9/09

Property Management – Authorized Signature	Date
	7-9-09

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Issue a Request for Proposals for Preliminary Engineering Services for the Union Depot Multi-Modal Transit Hub

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority is developing the Union Depot
2 as a multi-modal transit hub serving Amtrak and other intercity rail, intercity and regional buses,
3 and the Central Corridor light rail line, and
4

5 WHEREAS, The next phase of project development will advance the design to facilitate
6 construction of the project in early 2011, and
7

8 WHEREAS, Federal funding is available to support Preliminary Engineering Services for the
9 Union Depot Multi-Modal Transit Hub ;Now, Therefore be it
10

11 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County
12 Manager to issue a Request for Proposals for Preliminary Engineering Services for the Union
13 Depot Multi-Modal Transit Hub, in a form to be approved by the County Attorney's Office, in
14 accordance with the County Board policies and procedures on issuance of Requests for Proposals
15 and evaluation of proposals, with direction to staff to return to the Regional Railroad Authority with
16 a recommendation for selection of a proposer.