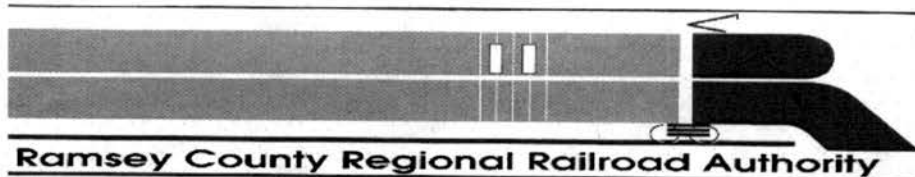




Ramsey County Regional Railroad Authority.
Records.

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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

December 15, 2009

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

.....
ROLL CALL and Call to Order

AGENDA of the December 15, 2009 Board Meeting is presented for approval.

MINUTES of the November 10, 2009 Board Meeting is presented for approval.

MINUTES of the November 17, 2009 Board meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. **Approve Subordinate Funding Agreement (RCRRA-2) with the Metropolitan Council for Central Corridor Preliminary Engineering and Final Design Staff Support for January 1, 2010 to December 31, 2010.**

Board Action Requested:

- 1) Approve the Subordinate Funding Agreement (RCRRA-2) with the Metropolitan Council from January 1, 2010 through December 31, 2010, at a cost not to exceed \$145,974.77.
- 2) Authorize the Chair and the Chief Clerk to execute the Agreement.

2. **Issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements Study**

Board Action Requested:

Authorize the County Manager to issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements Study, 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.

3. **Enter into a contract with Lockridge Grindal Nauen P.L.L.P for Federal Intergovernmental Relations Consulting Assistance**

Board Action Requested:

Authorize the County Manager to enter into a five-year contract with Lockridge Grindal Nauen P.L.L.P for federal intergovernmental relations consulting assistance, with direction to staff to return to the Ramsey County Regional Railroad Authority with a completed contract for approval.

(Continued)

4. Enter into a contract with McGrann Shea Carnival Straughn & Lamb for State Intergovernmental Relations Consulting Assistance

Board Action Requested:

Authorize the County Manager to enter into a five-year contract with McGrann Shea Carnival Straughn & Lamb for state intergovernmental relations consulting assistance, with direction to staff to return to the Ramsey County Regional Railroad Authority with a completed contract for approval.

5. Approve Contract Amendment with Thompson Coburn LLP for legal assistance on the Union Depot and Central Corridor projects.

Board Action Requested:

Authorize the Chair to approve and execute the contract amendment with Thompson Coburn L.L.P. to extend the termination date to December 31, 2010, at no additional cost.

6. Authorize RCRRA funding to the Metropolitan Council to develop an Environmental Assessment for Central Corridor stations at Western, Victoria and Hamline

Board Action Requested:

Authorize payment up to \$82,000 to reimburse the Metropolitan Council for the costs to conduct an Environmental Assessment of the three stations in accordance with Federal Transit Administration requirements and timing.

7. Selection of a Construction Manager at Risk/Design Team for the Union Depot Rehabilitation

Board Action Requested:

- 1) Approve the selection of, and authorization to enter into negotiations with the highest qualified firm, Mortenson Construction, to provide Phase I Construction Manager at Risk/Design Team services for the renovation of the Union Depot Multi-Modal Transit Hub. If the Ramsey County Regional Railroad Authority (RCRRA) is unable to negotiate a satisfactory contract with the highest qualified firm, the RCRRA is authorized to negotiate a contract with the second most qualified firm, PCL, to provide Phase I Construction Manager at Risk/Design Team services for the renovation of the Union Depot Multi-Modal Transit Hub. If RCRRA is unable to negotiate a satisfactory contract with the second most qualified firm, the RCRRA is authorized to negotiate a contract with the third most qualified firm Kraus-Anderson/Christman, to provide Phase I Construction Manager at Risk/Design Team services for the renovation of the Union Depot Multi-Modal Transit Hub.
- 2) Direct staff to return to the Ramsey County Regional Railroad Authority for approval of a final Phase I contract for Construction Manager at Risk/Design Team services for the renovation of the Union Depot Multi-Modal Transit Hub; and a project budget, a project schedule; and a financing plan.

(Continued)

POLICY AGENDA

- 8. Approval of the 2010/2011 Ramsey County Regional Railroad Authority (RCRRA) Budget and the 2010 RCRRA Tax Levy**

Board Action Requested:

Adopt the following resolution titled RCRRA 2010-2011 Budget and 2010 Tax Levy

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

November 10, 2009

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

Chair McDonough called the meeting to order at 11:04 AM.

AGENDA

Commissioner Rettman moved approval of the Agenda of the November 10, 2009 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Rettman, Bennett, Carter, Ortega, Reinhardt, McDonough – 6. Nays – 0.

MINUTES

Commissioner Rettman moved approval of the Minutes from the October 27, 2009 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Rettman, Bennett, Carter, Ortega, Reinhardt, McDonough – 6. Nays – 0.

1. Issue a Request for Proposals for an Economic Analysis and Development Potential Study for St. Paul Union Depot Multimodal Transit and Transportation Hub

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

Commissioner Rettman wanted ensure that the list of stakeholders mentioned in the RFP, section II/B/1 – Project Management and Stakeholder Involvement, was not exclusive. She said it seemed there were a few LOCATE Task Force stakeholders who were not mentioned in the list.

Chair McDonough said there are multiple stakeholders involved and it is not exclusive. This is only a sample of interested stakeholders.

Commissioner Ortega pointed out that the section says “at a minimum”.

Commissioner Rettman also wanted to clarify that the list will always evolve.

Chair McDonough commented that the Ramsey County Regional Railroad Authority (RCRRA) Staff has done an excellent job at engaging all of the stakeholders and reaching out to the community at large.

Commissioner Bennett pointed out that also it says “other entities as required”, which clarifies that others will be included. He also said the LOCATE committee is in the process of being reconstituted and it will include most of those listed as well as a few others who were not mentioned.

Roll Call: Ayes – Rettman, Bennett, Carter, Ortega, Reinhardt, McDonough – 6. Nays – 0. (R09-47)

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the St. Paul Union Depot Multi-Modal Transit and Transportation Hub (Depot) to the benefit of the citizens of Ramsey County; and

WHEREAS, The Ramsey County Regional Railroad Authority has expressed an interest in examining the economic impact and development potential of the Depot; and

WHEREAS, The Economic Analysis and Development potential study describe the economic environment in which the Depot will operate as a regional multi-modal transit hub and develop specific strategies that optimize future development opportunities within and adjacent to the Depot, and

WHEREAS, The Red Rock Corridor Commission in Resolution 2009-14 authorized the Ramsey County Regional Railroad Authority the use of \$170,000 in 5339 federal funds for the completion of this study, and

WHEREAS, RCRRA approved a Subrecipient Agreement with the Metropolitan Council to access federal 5339 funds from the Federal Transit Administration; and

WHEREAS, In resolution R09-12, the RCRRA agreed to contribute up to \$42,500 covering the 20% match to federal funds for the completion of this study; and

WHEREAS, The services of a consultant(s) to complete an economic analysis and development potential study is helpful in assuring Union Depot is an effective and sustainable multimodal hub; Now Therefore Be It

RESOLVED, That the County Manager is authorized to issue a Request for Proposals for an Economic Analysis and Development Potential study of St. Paul Union Depot Multimodal Transit and Transportation 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.

2. Minnesota Comprehensive Statewide Freight and Passenger Rail Plan Update

Chair McDonough welcomed Dan Krom, Director of MnDOT's Office of Passenger Rail, who was invited to present the Board with the update. Chair McDonough emphasized that this is an exciting time for Minnesota and that a few things have occurred to help shape where the State is. For the first time in eight years, the Minnesota Department of Transportation (MnDOT) has a funded Passenger Rail Department; they are working on a State Rail Plan at the direction of the legislature; and for the first time in over 30 years the Federal Rail Administration (FRA) actually has funds to help advance Freight and Passenger Rail.

Dan Krom introduced himself to the Board. He said it is an exciting time to be involved with rail, with the commitment of MnDOT's administration, the Governor and also the Legislature to pursue federal funds to develop a statewide passenger rail system that will connect to the rest of the country. He said as mentioned by Chair McDonough, MnDOT is in the process of developing a Comprehensive Statewide Freight and Passenger Rail Plan, but today he will focus on the passenger component.

He explained the State Rail Plan intent was to create a vision for both passenger and freight rail services in Minnesota, establish their investment needs, identify a potential passenger rail system in the state and connect it to a larger Midwest system, determine the role of private and public sector entities, set the corridor priorities, and identify potential funding sources. MnDOT's first effort began in March 2009 and they have moved through several phases of the project since it began. Phase I - create the rail vision; Phase II - a comprehensive inventory of the existing freight rail systems and identifying passenger rail networks; Phase III - integrating planning for passenger and freight rail expansion. The plan is currently in Phase IV, which includes finalizing aspects of the plan and preparing the final report. MnDOT plans to present the final report to legislature by February 1, 2010. During the Plan's development process, they have met with over 50 groups representing labor, environmental interests, shippers, rail advocates, elected officials, and the railroads. They have also completed their second round of public open houses. Over all, MnDOT held 15 open houses statewide attended by over 1000 people.

Mr. Krom clarified the definition of the passenger rail plan by saying it is not a light rail, nor a subway or an El. He compared it to Intercity Passenger Rail, such as Amtrak and High Speed Rail (HSR), which are modes that run medium and long distances beyond the parameters of a metropolitan area. Traditional Intercity passenger rail runs up to 79 mph, incrementally improved passenger rail runs between 79-110 mph, and High

Speed Rail (HSR) runs greater than 110 mph (150-220 mph) with a grade separation requirement for speeds above 124 mph. Mr. Krom said they are not looking to create a plan for rail service that runs in the 150-200 mph range. They can plan new corridors to accommodate those types of services but, in order to build a network in this country, they need to focus on the base speed of 110 mph.

Commissioner Bennett asked if they had tracks for Incremental Improvement or if they are strictly looking at passenger rail for now. If they built new lines, he wanted to know the track distance and rail speed on that line. He also asked how much new track would need to be built to reach the higher speed.

Mr. Krom said that a direct rail connection to Rochester would have to be built if passenger rail would be offered between the Twin Cities and Rochester. The new line, approximately 90 miles, would be built assuming a rail speed of 110 mph because the rail tracks to Chicago cannot be accommodated at a speed above 110 mph. Running at speeds greater than 110 mph is typically done through different technology. Above 110 mph, electrification of the corridor is needed along with new right-of-way allowing for flat and straight passenger only tracks free of freight interference. Additionally, above 124 mph, the Federal Railroad Administration mandates that all crossings must be grade separated. While the right-of-way can be acquired for service above 110 mph, implantation of this service would not be done initially and upon implementation would be extremely expensive due to the unique trains and track electrification requirements.

Commissioner Reinhardt commented that although it makes sense to try to accommodate future growth and allow for that extra speed, she understands it cannot be done easily. If that technology is going to be used, then everything around it has to be built to accommodate that technology.

Mr. Krom confirmed Commissioner Reinhardt's statement and said at this point the technology they are looking at has at-grade crossings and freight infrastructure in place. Going beyond 110 mph service in Minnesota would probably cost more than is federally available nationwide. However, future improvements will be accommodated by acquiring the adequate right-of-way for interchanges in corridors where 150 mph could be reached in the future. For the general plan, the Rochester alignment is the only new right-of-way they are looking at.

Mr. Krom continued his presentation to discuss the Passenger Rail Vision. He said population and employment growth will increase the need to build more roads. Therefore, Minnesota should develop a robust intra- and interstate intercity passenger rail system to improve travel options for Minnesotans throughout the state, the Midwest and the country. Mr. Krom referred to a Passenger Rail System Concepts map that showed existing and proposed service lines.

Chair McDonough commented that much of the focus has been on how to connect the Twin Cities, Chicago to the Twin Cities, River Route, and Rochester. There has not been much discussion about connecting the Twin Cities to the Twin Ports. He understands that only a feasibility study has been done on this connection. He asked how it is determined that a corridor should proceed with an alternatives analysis instead of relying solely on information from a feasibility study. He also asked what role local funding for a corridor played in this determination and the ultimate outcome of the study.

Mr. Krom replied that Northern Lights Express (NLX) has been successful at moving funds forward and it is the only corridor in the state that has done so. They are in the process of doing their environmental assessment on the alignment. There are twelve different segments being explored between the Twin Cities and Duluth, which will be narrowed down to three and then to the one final alternative that will be assessed for the environmental process that is required. This is the process that is currently taking place.

Chair McDonough asked if MnDOT is involved in this process.

Mr. Krom said MnDOT is involved with the advisory group, which RCRRA staff will be attending. In the plan proposal, their priority is to continue developing the Chicago to Twin Cities corridor and to create a

connection between the two downtown areas. For the NLX work, the terminal is in Minneapolis, however, it needs to be connected to the Union Depot and the services in this part of the state in order to be connected to the system. As they move forward with an intrastate feasibility study or a corridor development study that will be submitted to the feds, the NLX connection to St. Paul will be a part of it.

Chair McDonough asked why it is predetermined that the NLX connection is to Minneapolis when the past service was to St. Paul, and predetermined that the Minneapolis to St. Paul connection would have to be a heavy rail connection and not a transit system in the metropolitan area. Heavy passenger rail is not typically used to move people around in a metropolitan area. There is a lot of support statewide, federally and from the public that is going to be lost if we start making investments that are not justified by data driven analysis.

Mr. Krom said there is not just one or two options, but rather several rail options for this issue between the Cities. He said people traveling between Chicago and the Twin Cities are not going to make the transfer to the Light Rail Transit (LRT) to travel to the HSR. Taking a passenger train to travel to downtown Minneapolis is a dynamic that people are not going to do. He said they are working with NLX team and will redo the regional connection study to look at the most viable connection between the two downtowns to compliment the LRT that will be put in place.

Chair McDonough emphasized that when determining the alternative analysis, the differences in travel time, capital cost investment upfront, ridership and operational costs needs to be accurately compared from data driven analysis. Minneapolis to Twin Ports versus St. Paul to Twin Ports are two distinct corridors, and we are not comparing them to see if one outweighs the other on all three or a couple of those issues. It seemed it was predetermined that Minneapolis was established as the NLX connection and it will then be determined how to connect to St. Paul. Why is a direct St Paul to Twin Ports connection or Minneapolis to Twin Ports not being considered?

Mr. Krom said under existing available current alignment, which is also the criteria of the feds, it would have to go through Minneapolis to get to the Twin Ports since the Rush Line is not connected and the capital cost to reconnect it would outweigh it.

Chair McDonough asked if that has been studied.

Mr. Krom said he did not know and would have to get back to them.

Commissioner Bennett asked at what point along the corridor would HSR stop being high speed and revert to traditional speeds? He also wanted to know about its proposed connection to the airport and the two downtowns.

Mr Krom said HSR's top speed is 110 mph along the corridor and there is no consideration at this time to connect to the airport, they are currently not studying it. He said there are opportunities to increase speed between the two downtowns.

Commissioner Bennett commented that the decisions have been based on predeterminations. He said they cannot make major decisions on where the line will run without taking all of the possibilities into consideration and studying all of the alternatives. He asked how they are able to have a final report.

Mr. Krom said they are not that far along in their planning process and it is the initial report of their State Rail Plan.

Commissioner Reinhardt commented that these are clearly predetermined conclusions. The purpose of the alternatives analysis is to study all of the alternatives and different alignments. For Rush Line's recently completed alternatives analysis, options that seemed unbeneficial were even studied because they needed to have the facts to back up their final determination. They were careful to assure that there were not any

predetermined outcomes. It is unacceptable that there is a predetermined outcome for this and it is the only alternative that is truly being analyzed as high speed. Traveling between St. Paul's Union Depot to Minneapolis cannot be done at high speed. It was reassured to Ramsey County at the federal and state level, from congress people and senators, that high speed rail was going to come to the Union Depot. Predetermining that HSR will go to Minneapolis and somehow connect to St. Paul is not at acceptable determination at this point. She asked that the alternatives analysis truly be the alternatives analysis and contain the data to back up their conclusions. Otherwise, it will not only be unacceptable with the Ramsey County Board, but also at the federal and state level. It is too sensitive of an issue for this to be predetermined.

Mr. Krom replied that the service from Chicago will come to St. Paul as high speed. The focus is not on the top speed reached, but instead on incremental time savings over current service due to increased corridor speeds overall. The focus is increased speed and not on how much of the corridor can reach the given top speed. He also said the alternatives analysis was to analyze twelve different alignments for travel between the Twin Cities and Duluth. The Rush Line is one of the alignments. There are federal criteria on how this process is handled and this process is currently underway. However, the issues that have come up are ones they have been struggling with.

Mr. Krom continued his presentation with the first step for Accomplishing the Passenger Vision, which is to continue Minnesota's involvement with the Midwest Regional Rail Initiative (MWRRI) to connect the Twin Cities to Chicago, development of the 110 mph service through Wisconsin. MnDOT will be applying for planning funds through ARRA Funding for the development of this corridor. The second step is to develop an intrastate (Twin Cities regional) intercity passenger rail network connecting the Twin Cities with viable service to major outlying regional centers in the state making it a true system and not just a series of corridors and segments. The benefits of this are lower initial start up costs, interchangeable and interoperable equipment, coordinating with local transit services and achieving minimum speeds of 90 mph. The goal is to achieve a system of 110-150 mph depending on market and track conditions, utilize existing freight rail as much as possible, which will greatly reduce capital cost. All services should ultimately connect to both the new Minneapolis downtown terminal and the St. Paul Union Depot.

Maps of the "Vision for High Speed Rail in America" and the MWRRI were displayed.

Commissioner Reinhardt asked about the "new Minneapolis downtown terminal". She also suggested that there be two markers or dots on the map for both St. Paul and Minneapolis to make the intent of coming to St. Paul and connecting to Minneapolis clearer.

Mr. Krom replied that work is being done to determine what type of terminal might be in Minneapolis. He said there is physically not enough space for Amtrak's Empire Builder service therefore, it will serve out of the Union Depot in St. Paul.

Mr. Krom then discussed the Ridership Forecast, Priority Program Elements, Criteria for Rail Investment, and preliminary Cost Estimation Methodology. He also presented the draft estimates of Examples of Improvement Costs:

- PTC implementation on all Class I railroads = \$1.64 billion
- Upgrade all rail lines for 286,000 lbs = \$596 million
- Upgrade active warning devices = \$280 million
- Upgrade crossings as part of passenger corridors = \$150 million
- Upgrade rail lines to FRA Class II = \$595 million

Commissioner Reinhardt asked about the time period for these costs.

Mr. Krom replied that the PTC implementation on all Class I railroads at an estimate of \$1.64 billion has to be done by 2015, the rest have to be done over a twenty year time frame. He also talked about the Preliminary Draft Program Summary and the Next Steps:

- Roll out draft final report
- Share with PAC, TAC, Passenger Rail Forum, public
- Present to Legislature, submit to FRA
- Continue implementation of Chicago to Twin Cities
- Intra-state connections development
- Promote corridor advocacy efforts

Mr. Krom said they will be recommending to the Legislature that MnDOT be the in charge of developing the intrastate system. Unfortunately, his office was not in place to assist with the development of the NLX corridor and said they will try to reconcile that lost effort.

Commissioner Reinhardt said when the Twin Cities is mentioned in their documentation such as "Chicago to Twin Cities", the language should be Chicago to St. Paul and Minneapolis otherwise it insinuates only one.

Chair McDonough commented that the language for the Twin Cities is always an issue at almost all transportation meetings. He thanked Mr. Krom for the presentation on the State Rail Plan. He said they highlighted many elements today. He said it was pointed out that as we position ourselves for capital funds to help build out our system, we have no solution on how we are going to pay to operate it. Until we have the solution in place, we are not going to be able to move forward very quickly. He said we need to assure we are making responsible decisions. The available funds are limited, it is very competitive and if we want to compete successfully, we need to have the data to back up all of our conclusions. He said as we look to the future, he cannot over emphasize how critical it will be to maintain the continued support of the public, not only to help pay for it, but also to actually use the system. It is very difficult to defend a \$500 million investment to move passenger rail 11 miles from St. Paul's Union Depot to Minneapolis. We have to start thinking regionally and integrating passenger rail with the metropolitan transit system. He said they understand there is a tremendous amount of pressure to figure out how to make it all work and the Board is appreciative and supportive of the work that has been done.

3. 2010-2011 Ramsey County Regional Railroad Authority Proposed Budget

Tim Mayasich, Director Ramsey County Regional Railroad Authority (RCRRA), presented the 2010-2011 proposed budgets. This budget continues the long-term capital financing plan adopted in 2005 for funding the RCRRA share of transit projects. Since 2007, the RCRRA tax levy has been approved for \$19,938,811. This levy amount has allowed the RCRRA to advance the development of the Central Corridor and Union Depot projects, as well as continue studies on other RCRRA corridor projects. The 2010 – 2011 budget the RCRRA is proposing, includes no levy increase with the certified maximum levy holding at \$19,938,811.

The project that most significantly impacts the RCRRA proposed budget is the Union Depot. The estimated project budget cost for renovating and reconstructing the Union Depot to be operational by 2012 is \$247.4 million. In addition to what has been budgeted in prior years, the 2010-2011 proposed budget provides sufficient funding to complete the project, assuming RCRRA will receive \$135.8 million in federal funds (which has been requested through federal ARRA and TIGER Funds). If these 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.

The RCRRA obligation for the Central Corridor light rail project is \$65.9 million. The federal full funding grant agreement is expected in the spring of 2010 and major construction is scheduled to begin later in the year. The proposed budget provides sufficient funding to fulfill RCRRA's obligations on the Central Corridor through 2011, primarily using funding from prior year budgets.

The RCRRA also continues to budget for property acquisitions for future transit corridors in our capital budget.

The proposed budget also provides sufficient operating funds for administration and other corridors being studied by RCRRA. With other County departments being required to reduce their operating budgets, RCRRA staff found it necessary to also review and reduce many RCRRA operating line items. The operating budget decreased by 17% between 2009 and 2010, and by 4% between 2010 and 2011.

A few exceptions to the operating budget decrease include increases to the Personal Services line items, intracounty charges, County Manager services line item for intergovernmental and public information services, and Union Depot Building and Structures/Repairs. There also was a large reduction in estimated revenues due to low interest rate earnings on investments and use of cash. The I-94 East Corridor operating budget has increased as well as new cost centers for High Speed Rail and the Riverview Corridor.

The RCRRA reduced the personnel complement by 1.3 FTE's from 2009 to 2010.

The corridors funded in the 2010 – 2011 operating budget include the Rush Line Corridor, Red Rock Corridor, High Speed Rail, I-94 East, Robert Street Corridor, Northeast Corridor, Northeast Diagonal, Riverview Corridor. Sufficient funds are budgeted for these corridors to continue project development.

Commissioner Rettman commented that the fund balance was always created so that the funds were in place.

Commissioner Carter asked for highlights on the legislative changes that have reduced the County's Central Corridor project funding obligation and the use of funds that will assist with other areas of the budget.

Mr. Mayasich said a major legislative change was the formation of the Counties Transit Improvement Board (CTIB), which changed the funding for the Central Corridor project operation. The funding has been established at 50% federal, 30% CTIB, 10% County, and 10% State. This reduced Ramsey County's obligation for operating and capital costs.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 12:27 PM.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

November 17, 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 9:20 AM.

AGENDA

Commissioner Carter moved approval of the Agenda of the November 17, 2009 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.

1. Issue a Request for Proposals for Building Management Services at the Union Depot

Commissioner Parker moved approval of the draft resolution, seconded by Commissioner Carter.

Commissioner Reinhardt suggested that a facilities committee workshop be held before they issue this Request for Proposals (RFP), and that the current interim contract with Welsh for management services at the Union Depot be extended. The extension would allow the Ramsey County Regional Railroad Authority (RCRRA) to decide whether it would be better to hire in-house or to outsource and proceed with a management contract.

Jolly Mangine, Director Property Management, said it is an option but there is flexibility with this Building Management Services RFP, in that the contract would be for general management but we would be able to hire our own staff in-house within the contract. He said there are aspects to the management of the Depot building, such as the condominium association that Ramsey County Property Management does not typically handle. Welsh Companies is currently in place for the interim management of the Depot and their contract could be extended for a period until the Board decides how they want to proceed.

Chair McDonough pointed out that this is property of the RCRRA and they do not want to confuse the roles of the Ramsey County Board verses the RCRRA.

Commissioner Reinhardt said she would prefer that they extend the interim for a few months, keep the RFP in place, have the discussion and then make the determination.

Chair McDonough said he would be willing to take a motion to layover the RFP, but the workshop for discussion and determination of how to proceed should likely be held by the RCRRA because the RCRRA would issue the RFP and pay for the contract. However, he would confirm this for legal purposes to assure they are being consistent with the authority they have.

Commissioner Reinhardt moved approval to lay over the RFP, seconded by Commissioner Rettman.

Chair McDonough asked how they could proceed with an extension to the interim contract with Welsh. He suggested a two month extension.

Mr. Mangine said by resolution the existing authority is to have interim services through February 28, 2010. They could easily extend the interim services past this date. He said a three month extension would be better because the RFP process takes approximately two months to complete.

Chair McDonough asked that they amend the motion to include the interim contract extension.

Commissioner Reinhardt amended the motion to layover the RFP and extend the interim contract with Welsh for three months to May 31, 2010, seconded by Commissioner Rettman. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0. (R09-48; as amended)

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

WHEREAS, The RCRRA has purchased the Union Depot Head House; and

WHEREAS, Since the purchase of the Union Depot head house in the summer of 2009, building management services have been provided by Welsh Companies on an interim basis until the end of February 2010; and

WHEREAS, The RCRRA will decide on the best approach to providing these services in early 2010; now therefore be it

RESOLVED, That the RCRRA authorizes the County Manager to extend the contract for building management services with Welsh Companies until May 31, 2010 so that a new Request for Proposals reflecting any required changes in approach can be developed.

2. Consent to Conservation Easement Agreement for the Union Depot between Ramsey County and the United States Post Office

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0. (R09-49)

WHEREAS, The Ramsey County Regional Railroad Authority is purchasing portions of the Union Depot from the United States Postal Service (USPS); and

WHEREAS, USPS is required to comply with the National Historic Preservation Act in the sale of the property; and

WHEREAS, Minnesota Statutes Chapter 84C provides for a Conservation Easement to be held by Ramsey County to meet the requirements of the Act; and

WHEREAS, It is to the County's and RCRRA's benefit that the easement be held by an agency familiar with the project, now therefore be it

RESOLVED, That Ramsey County Regional Railroad Authority, as owner of the Union Depot property, accepts the Conservation Easement from the United States Postal Service to Ramsey County; and be it further

RESOLVED, That the Chair of the Ramsey County Regional Railroad Authority is authorized to execute the Consent and Subordination section recognizing the Conservation Easement.

3. Adopt a Section 106 Programmatic Agreement Regarding Rehabilitation of the Union Depot Multi-Modal Transportation Hub

Chair McDonough pointed out that they now have an updated version of the Programmatic Agreement (PA) and, therefore, would need to move this item as amended.

Commissioner Reinhardt moved approval of the following item as amended, seconded by Commissioner Ortega

Commissioner Rettman asked for information on the changes in the updated version of the PA.

Steve Morris, Transit Project Manager for Ramsey County Regional Railroad Authority (RCRRA), said two areas have changes. The first change is on page three of the revised PA, section I. – Project Design Development, sub section B., which has to do with the State Historic Preservation Office's (SHPO) review process. SHPO has responsibilities to review the work and redevelopment of a historic facility like the Union Depot. They typically have a 30 day review period at 30% and 60% design points. The process we are using will not have those points and SHPO is in the process of some personnel changes. Since we wanted to get this resolved in a timely manner, they agreed to change that language in the paragraph of section I.B. saying we will work with them over the next couple of months to develop that review process. The second change is on page four, section IV – Interpretation, which had fairly open ended language about designating a historic interpretation component at the facility. SHPO agreed to the limitations on this space and what it would contain.

Commissioner Rettman wanted to confirm that the document is needed in order for them to proceed.

Steve Morris confirmed that they need to have this Agreement with SHPO.

Commissioner Rettman asked for a fiscal impact update on the cost of the items being requested by SHPO.

Mr. Morris replied it is hard to determine costs that are specifically caused by historic preservation requirements. The difficulty is where to draw the line and determine which aspects of the restoration are typical rehabilitation costs and which are caused by SHPO requirements. Most of the restoration that would take place is required by the rehabilitation of the Depot. We will keep track of specific historic preservation costs as the project progresses.

Commissioner Reinhardt commented that she understands the difficulty because we would want to do most of the restoration that would take place anyway. Therefore, this Agreement is needed to assure we are going to proceed with them.

Chair McDonough commented that there may be some cost tied to some of the input SHPO has in the Agreement because they may push us to do some investments that is beyond what we intended. He agreed that most of the restoration ideas between RCRRA and SHPO are shared, but the challenge will be accommodating the historic aspects to make the Depot a functional building for the 21st century.

Commissioner Reinhardt commented that, during the process, they should be informed of any unintended costs that may come up.

Mr. Morris mentioned that a short report discussing some of the background of the historic restoration requirements was included in the packet for this item. This report was completed by Jonathan Fehr, who interned with the RCRRA this past summer.

Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.
(R09-50)

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

WHEREAS, Federal law requires under 36 CFR Part 800, Section 106, that procedures be in place through a Programmatic Agreement to protect the historic resource before a Federally funded project can proceed; and

WHEREAS, A Programmatic Agreement has been negotiated with the appropriate Federal, State and local organizations; now therefore be it

RESOLVED, That the Ramsey County Regional Railroad Authority approves the attached Programmatic Agreement Regarding the Rehabilitation of the Union Depot Multi-Modal Transportation Hub; and be it further

RESOLVED, That the Chair of the Ramsey County Regional Railroad Authority is authorized to sign the Programmatic Agreement.

4. Negative Declaration of a Potential Environmental Effects of the Union Depot Multi-Modal Transit Hub Project

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

Commissioner Carter asked for a summary of the issues that were raised at the recent public hearings events at the Union Depot.

Steve Morris, Transit Project Manager for Ramsey County Regional Railroad Authority (RCRRA), said the comments were included in the Board packets. There were a few dozen comments, most from local organizations. Individual issues tended to be from people who owned condos in the Head House of the Depot who were concerned about noise from trains in operation and from people traveling through the Head House. This was the extent of the issues raised.

Commissioner Carter asked that she receive a copy of piece containing the review of public comments.

Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.
(R09-51)

WHEREAS, The Ramsey County Regional Railroad Authority is the Responsible Governmental Unit for environmental review of the Union Depot Multi-Modal Transit Hub; and

WHEREAS, The RCRRA prepared an Environmental Assessment (EA) to determine if the development of the Multi-Modal Transit Hub has the potential for significant environmental effects; and

WHEREAS, The availability of the EA was officially noticed on August 24, 2009 in the EQB Monitor, two public hearings on the contents were held on September 9, 2009, and comments on the EA were received until October 8, 2009; and

WHEREAS, Staff has reviewed all of the comments made at the public hearing and received during the comment period, all of which are included in the Environmental Assessment Update; and

WHEREAS, no federal or state or local agencies that submitted comments requested that an Environmental Impact Statement be prepared for the Union Depot Multi-Modal Transit Hub project; now, therefore be it

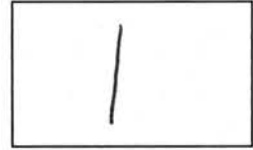
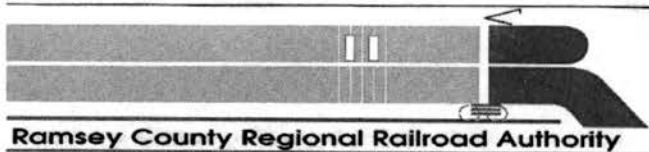
RESOLVED, That the Ramsey County Regional Railroad Authority hereby makes the following specific findings of fact:

1. The Ramsey County Regional Railroad Authority is the Responsible Governmental Unit for preparation of environmental review of the project.
2. A Federal Environmental Assessment (EA) was prepared and distributed to the State of Minnesota Environmental Quality Board Environmental Review Program Distribution List on August 24, 2009.

3. Two public hearings were held on the EA on September 9, 2009, and the comment period ended on October 8, 2009.
4. RCRRA staff has reviewed the comments received.
5. In considering the type, extent, and reversibility of the environmental effects of the project, there will be no significant environmental effects resulting from the proposed development of the Union Depot Multi-Modal Transit Hub as proposed.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 9:48 AM.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/15/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approve Subordinate Funding Agreement (RCRRA-2) with the Metropolitan Council for Central Corridor Preliminary Engineering and Final Design Staff Support for January 1, 2010 to December 31, 2010.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has an existing Subordinate Funding Agreement with the Metropolitan Council that expires on December 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 January 1, 2010 to December 31, 2010 at a rate not to exceed \$145,974.77. 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 2010 operating budget.

ACTION REQUESTED

- 1) Approve the Subordinate Funding Agreement (RCRRA-2) with the Metropolitan Council from January 1, 2010 through December 31, 2010, at a cost not to exceed \$145,974.77.
- 2) Authorize the Chair and the Chief Clerk to execute the Agreement.

SUBJECT: Approve Subordinate Funding Agreement (RCRRA-2) with the Metropolitan Council for Central Corridor Preliminary Engineering Staff Support for January 1, 2010 to December 31, 2010.

ATTACHMENTS:

Subordinate Funding Agreement (RCRRA-2)

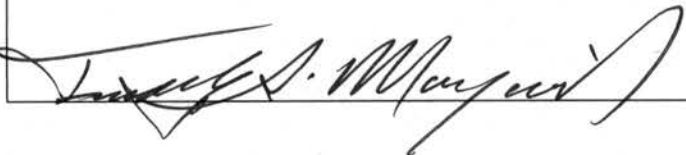
PREVIOUS ACTION:

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

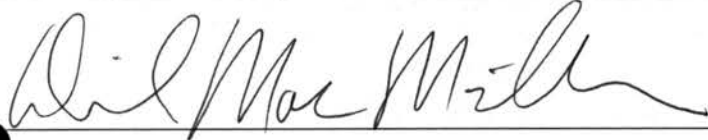
COUNTY MANAGER'S COMMENTS:

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-2) with the Metropolitan Council for Central Corridor Preliminary Engineering Staff Support for January 1, 2010 to December 31, 2010.

Regional Railroad Authority – Authorized Signature	Date
	12/9/09

Budgeting & Accounting – Authorized Signature	Date
	12/9/09

County Attorney – Authorized Signature	Date
	12/9/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approve Subordinate Funding Agreement (RCRRA-2) with the Metropolitan Council for Central Corridor Preliminary Engineering Staff Support for January 1, 2010 to December 31, 2010.

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 December 31, 2009; Now, Therefore, Be It
12

13 RESOLVED, That the Ramsey County Regional Railroad Authority approves the
14 Subordinate Funding Agreement (RCRRA-2) with the Metropolitan Council from January 1,
15 2010 through December 31, 2010 at a cost not to exceed \$145,974.77, 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/HCRA:

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-2**

(Ramsey County Staff Support – January 1, 2010 through December 31, 2010)

This Subordinate Funding Agreement Number RCRRA-2 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 & FD portions of the Project. As applicable, RCRRA

5

and/or 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 \$145,974.77 per attached budget.
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 January 1, 2010 through December 31, 2010. 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 & FD portions 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: _____

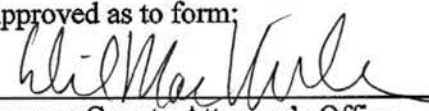
Thomas Weaver
Regional Administrator

Its: _____

Date: _____

Date: _____

Approved as to form:

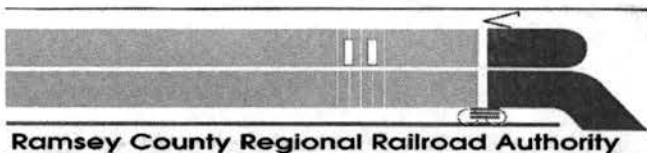


Ramsey County Attorney's Office

Approved as to form:

Metropolitan Council
Office of General Counsel

7



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/15/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements Study

EXECUTIVE SUMMARY

Background

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors. RCRRA envisions the St. Paul Union Depot (Depot) as the premier transit hub in the region and a benefit Ramsey County, the State and the Region. A previously identified challenge to achieving this vision is the rail capacity constraints within close proximity to the Depot. Several chokepoints have been identified including Westminister Junction, located north of downtown St. Paul and Hoffman Avenue junction, located east of St. Paul Union Depot. Five percent (5%) of all U.S. Freight Rail traffic moves through Hoffman Avenue junction. In addition to high traffic volumes, freight trains experience several restrictions including track changes, speed reductions, and environmental constraints.

In order to accomplish the vision of connecting the Depot to local and regional locations, an East Metro Rail Capacity and Engineering Improvements study needs to be completed. This study will evaluate railroad capacity improvements needed to implement improved Amtrak service, commuter rail, Midwest Regional Rail (high speed), and freight movements in the vicinity of the Depot.

(Executive Summary is continued on the following page)

ACTION REQUESTED

Authorize the County Manager to issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements Study, 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.

EXECUTIVE SUMMARY (Continued)

The RCRRA has secured federal funding in the amount of \$1,600,000 to cover 80% of the cost of the study. The 20% local match of \$400,000 will be provided by RCRRA levy funds in accordance with Resolutions R09-12 approved on April 14, 2009 and R09-32 on September 1, 2009. These resolutions formalized the provision of Red Rock Corridor funds to the RCRRA for the completion of this study along with future studies that impact the Red Rock Corridor and Ramsey County.

RCRRA was assisted by representatives from Washington County RRA, Dakota County RRA, Mn/DOT, Metropolitan Council, AMTRAK, Burlington Northern Santa Fe Railway, Union Pacific Railroad Company, and Canadian Pacific Railway in drafting the RFP.

SUBJECT: Issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements Study

ATTACHMENTS:

1. Request for Proposals for East Metro Rail Capacity Study (on file with the RCRRA office)
2. RCRRA Resolution R09-12
3. RCRRA Resolution R09-32
4. RRCC Resolution 2009-13
5. RCRRA Resolution R09-39

PREVIOUS ACTION:

RCRRA Resolution R09-12, approved the acceptance of Red Rock Corridor State Bond funds for completion of Preliminary Engineering at the 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 and to provide up to \$762,500 in levy funds to match federal funds for the completion of the Economic Analysis of the St. Paul Union Depot, the East Metro Railroad Capacity Analysis, East Metro Travel Time Benefit and Coordination of Corridors into Downtown St. Paul studies on April 14, 2009.

RCRRA Resolution R09-32 approved 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 on September 1, 2009.

RRCC Resolution 2009-13 on August 27, 2009 authorized the RCRRA to enter into a Grant Agreement with the Metropolitan Council to access 5339 federal funds for the completion of this study.

RCRRA Resolution R09-39 approved Subrecipient Agreement SG-2009-050 with the Metropolitan Council to provide up to \$3,050,000 in federal funds for the following studies: the Economic Analysis for the Union Depot, Coordination of Corridors into Downtown St. Paul, East Metro Travel Time Benefit, and East Metro Railroad Capacity Analysis on October 6, 2009.

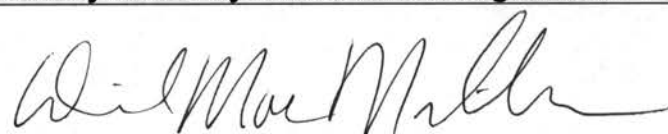
COUNTY MANAGER'S COMMENTS:

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

SUBJECT: Issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements Study

Regional Railroad Authority – Authorized Signature	Date
	12/9/09

Budgeting & Accounting – Authorized Signature	Date
	12/9/09

County Attorney – Authorized Signature	Date
	12/9/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements Study

Draft Resolution

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

3
4 WHEREAS, The Ramsey County Regional Railroad Authority envisions the St. Paul Union
5 Depot as the premier multimodal transit hub for Ramsey County, the State and the Region; and

6
7 WHEREAS, The Union Depot will be a terminus for numerous transportation modes
8 including AMTRAK service, inter-city passenger rail, commuter rail, and Midwest Regional Rail
9 (High Speed); and

10
11 WHEREAS, The railroad capacity constraints in the east metro serve as an obstacle to
12 achieving RCRRA's vision for the Union Depot; and

13
14 WHEREAS, A study of east metro rail capacity would be beneficial to identifying
15 improvements required for enhanced freight capacity and for the implementation of increased
16 AMTRAK, commuter, inter-city, and high speed rail service to the Union Depot; and

17
18 WHEREAS, The Red Rock Corridor Commission in Resolution 2009-13 authorized the
19 Ramsey County Regional Railroad Authority the use of \$1,600,000 in 5339 federal funds for the
20 completion of this study; and

21
22 WHEREAS, Ramsey County Regional Railroad Authority approved a Subrecipient
23 Agreement with the Metropolitan Council to access federal 5339 funds from the Federal Transit
24 Administration; and

25
26 WHEREAS, Resolution R09-12 provided up to \$400,000 of Ramsey County Regional
27 Railroad Authority levy funds to cover the 20% match to federal funds for the completion of this
28 study; and

29
30 WHEREAS, The services of a consultant(s) to complete an East Metro Rail Capacity and
31 Engineering Improvements study is helpful in assuring the success of the Union Depot as a
32 regional multimodal transportation hub; Now Therefore Be It

33
34 RESOLVED, That the County Manager is authorized to issue a Request for Proposals for
35 an East Metro Rail Capacity and Engineering Improvements study, in a form to be approved by the
36 County Attorney's Office, in accordance with the County Board policies and procedures on
37 issuance of Requests for Proposals and evaluation of proposals, with direction to staff to return to
38 the Regional Railroad Authority with a recommendation for selection of a proposer.

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

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: September 1, 2009 No.: 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 ("Commission") was formed in 1998 by a Joint Powers Agreement to address the transportation needs of the Red Rock Corridor; and

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

WHEREAS, the Commission completed its Alternatives Analysis in 2007 which identified the need to complete station area master planning, railroad capacity analysis, economic impact analysis, environmental work, and engineering prior to the implementation of commuter rail; and

WHEREAS, station area master and site planning is already underway at the Union Depot in St. Paul and the Intermodal Station in Minneapolis; and

WHEREAS, station area master and site planning is needed at the southeast stations of Lower Afton Road (St. Paul), Newport, St. Paul Park, and Hastings; and

WHEREAS, the Southeast Stations Station Area Master and Site Planning Study ("Study") will complete station area master and site planning for the Southeast Stations; and

WHEREAS, the Study will be managed by the Washington County Regional Railroad Authority ("WCRRRA"), the Commission's fiscal agent; and

WHEREAS, completion of this Study will involve the use of federal funds with a local funding match; and

WHEREAS, the RCRRA passed resolution 09-12 on April 14, 2009 providing up to \$237,500 to match federal funds for the Study; and

WHEREAS, the most efficient way to provide these funds is through a cooperative agreement between the RCRRA and the WCRRRA. Now Therefore Be It

RESOLVED, that the Ramsey County Regional Railroad Authority approves the cooperative agreement with the 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, and Be It Further

RESOLUTION

Board of Ramsey County Regional Railroad Authority

RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the Chair to execute the Cooperative Agreement between the Ramsey County Regional Railroad Authority and the Washington County Regional Railroad Authority, and Be It Further

RESOVLED, 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 (absent)
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 2009-13**

Resolution authorizing the RCRRA to enter into a grant agreement with the Metropolitan Council for the use of federal 5339 funds for the completion of an Eastern Metro Railroad Capacity Analysis Study.

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, Section 5339 Federal Transit Administration (FTA) funds have been provided for the completion of studies to progress the Red Rock Corridor as part of the Alternatives Analysis process; and

WHEREAS, access to these funds will be provided through a grant agreement with the Met Council; and

WHEREAS, the RRCC recognizes that identifying the railroad capacity constraints in the eastern metro is critical to the success of the Red Rock Corridor; and

WHEREAS, the RRCC acknowledges that to take advantage of work previously done on the coordination of corridors into Union Depot it will be more efficient to have the contract for this study be managed by the RCRRA; and

WHEREAS, Resolution (2009-02) states that RCRRA will provide the local match for these studies to the RRCC; and

WHEREAS, the RRCC has determined that since the RCRRA will be the contract holder for these studies it would be more efficient for accounting purposes for the RCRRA to continue to hold these funds and provide the match to these studies directly.

NOW THEREFORE BE IT RESOLVED, that the RRCC authorizes the RCRRA to enter into a grant agreement with the Met Council for the use of up to \$1,600,000 of federal 5339 funds for the completion of an Eastern Metro Railroad Capacity Analysis Study conditioned upon the following:

1. RCRRA will provide the local match for this study in an amount up to \$400,000; and

2. the RRCC would remain a project partner for this study and be involved on the decision-making process.

BE IT FURTHER RESOLVED, that Resolution (2009-02) is amended to allow RCRRA to directly provide the match for this study.

Approved:

Chairperson

Myra Peterson

September 24, 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 24 day of Sept, 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	<u>X</u>	_____	_____	_____
BAILEY	<u>X</u>	_____	_____	_____
HUNZIKER	<u>X</u>	_____	_____	_____
HOPKINS	<u>X</u>	_____	_____	_____
HELGEN	_____	_____	_____	<u>X</u>
GORDON	_____	_____	_____	<u>X</u>

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: October 6, 2009

No.: R09-39

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

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

WHEREAS, the Commission completed its Alternatives Analysis in 2007 which identified the need to complete station area master planning, railroad capacity analysis, economic impact analysis, environmental work, and engineering prior to the implementation of commuter rail; and

WHEREAS, in resolution 09-12 the RCRRA agreed to provide up to \$762,500 covering the 20% match to federal funds for the completion of the Economic Analysis of the St. Paul Union Depot, Coordination of Corridors into Downtown St. Paul, East Metro Travel Time Benefit and East Metro Railroad Capacity Analysis studies; and

WHEREAS, the Commission has identified \$3,050,000 in federal 5339 funds to cover the remaining 80% of the studies' costs; and

WHEREAS, on September 24, 2009 the Commission authorized the RCRRA to access federal funding for these studies; and

WHEREAS, the Metropolitan Council currently has a grant agreement with the Federal Transit Administration covering the 5339 funds; and

WHEREAS, federal funds will be reimbursed to the RCRRA through a Subrecipient Agreement with the Metropolitan Council; Now Therefore Be it

RESOLVED, that the RCRRA approves Subrecipient Agreement SG-2009-050 with the Metropolitan Council to provide up to \$3,050,000 in federal funds for the following studies: Economic Analysis for the St. Paul Union Depot, Coordination of Corridors into Downtown St. Paul, East Metro Travel Time Benefit, and East Metro Railroad Capacity Analysis, and Be It Further

RESOLVED, that the RCRRA authorizes the Chair to execute Subrecipient Agreement SG-2009-050 between the Ramsey County Regional Railroad Authority and the Metropolitan Council, and Be It Further

RESOVLED, that the RCRRA authorizes the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting.

12

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Ramsey County Regional Railroad Authority

Tony Bennett
Toni Carter
Rafael Ortega
Victoria Reinhardt
Janice Rettman
Jan Parker
Jim McDonough

YEA	NAY	OTHER

Jim McDonough, Chair

By: Tony Bennett

Tony Bennett, Secretary

REQUEST FOR PROPOSALS (RFP)

East Metro Rail Capacity and Engineering Improvements Study Saint Paul, Minnesota December 15, 2009

I. Project Information

Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from qualified firms to carry out an East Metro Rail Capacity and Engineering Improvements Study (The Project) to identify the impacts and recommend solutions to freight and passenger rail constraints for purposes of the development of a regional multimodal transit hub at the Union Depot in downtown Saint Paul, Minnesota. Union Depot (Depot) will be conveniently linked to multiple transit modes including:

- Intercity Passenger Rail (i.e., Amtrak)
- High Speed Rail between Chicago and the Twin Cities
- Other Intercity Services that may develop
- Intercity Buses (i.e. Greyhound Bus Line, Jefferson Bus Line)
- Regional Transit Buses (i.e. Metro Transit, MVTA)
- Central Corridor Light Rail Transit (LRT) (2014)
- Potential Future Light Rail (i.e. Rush Line, Robert St.)
- Commuter Rail (Future) (Red Rock)
- Taxis
- Bicycles
- Personal vehicles
- Pedestrians

The disadvantaged business enterprise (DBE) goal for this project is 15% percent.

Each team must contain a prime proposing firm with an identified person as a single point of responsibility. The prime proposer must self-perform at least 51% of the work of the team.

A. Project Definition

The RCRRA and stakeholder railroads, as specified in the stakeholder table below, recognize current and future rail capacity constraints will affect long term plans for high-speed, inter-city and commuter rail connections to Union Depot. Within a half-mile of the Depot, five percent (5%) of all U.S. Freight Rail traffic moves through Hoffman Ave. Junction. Burlington Northern Santa Fe Railway (BNSF), Canadian Pacific Railway (CP) and Union Pacific Railroad (UP), all own and operate on track segments in the vicinity of the Depot under joint trackage agreements. Regional short line carriers, including the Twin Cities and Western Railroad operate on trackage rights in this area.

The selected CONSULTANT is expected to:

- (1) Determine the long term capacity improvements required for expanded future freight and additional conventional, higher speed and commuter rail requirements;
- (2) In consultation with the railroads, rank the long term capital improvements based on priority and cost;
- (3) Provide engineered drawings and cost-estimates at a 30% level

The proposed short- and long-term improvements must compliment the future goals of all stakeholder railroads, Ramsey County Regional Railroad Authority, Federal Railroad Administration (FRA), Minnesota Department of Transportation (Mn/DOT), and other key stakeholders. Near-term Amtrak connections to the Depot will be examined as part of the Union Depot Construction Manager-Design/Build project and not as a part of this study.

Due to the complexities of various corridors and the number of stakeholders involved, the CONSULTANT is expected to identify, establish and maintain a working relationship with numerous stakeholders. A positive working relationship with key stakeholders will be vital to the success of this project. RCRRRA has identified numerous stakeholders that may be affected by railroad improvements. (See Attachment 4 for a list of identified stakeholders) The CONSULTANT will be expected to coordinate tasks with, at a minimum, the following key stakeholders:

<u>AMTRAK</u>	Ramsey County Regional Railroad Authority
<u>Canadian Pacific Railway</u>	Dakota County Regional Railroad Authority
<u>Burlington Northern Santa Fe Railway</u>	Washington County Regional Railroad Authority
<u>Union Pacific Railroad Company</u>	City of St. Paul
Twin Cities & Western Railroad Company	City of Newport
Metropolitan Council	City of Cottage Grove
Minnesota Department of Transportation	City of Hastings
Red Rock Corridor Commission	City of St. Paul Park
<i>Other cities/towns/counties/entities as required</i>	

** Key stakeholder railroads are underlined*

B. Geographic Limits

RCRRRA has identified the railroad subdivisions that affect rail operations in the eastern metro of the Twin Cities, including Ramsey, Dakota, and Washington Counties. (See Attachment 1) The study area may be refined as part of stakeholder workshops.

The selected CONSULTANT is expected to examine railroad capacity within the following subdivisions:

Burlington Northern Santa Fe Railway (BNSF)
St. Paul Subdivision, St. Croix to Mississippi Street
Midway Subdivision, Seventh Street to Jackson Street

Canadian Pacific Railway (CP)
River Subdivision, East Hastings to St. Paul Yard
Merriam Park Subdivision, St. Paul Yard to Chestnut Street

Union Pacific Railroad Company (UP)
Altoona Subdivision, Mile 0.0 to Westminster Street
Albert Lea Subdivision, Hoffman Avenue to South Saint Paul
Mankato Subdivision, Hoffman Avenue to Chestnut Street
State Street Industrial Lead, Robert Street Interlocking and the Robert Street Drawbridge

Key Assumptions:

- The Federal Railroad Administration has already designated the CP River Subdivision and a portion of the BNSF St. Paul Subdivision as the High Speed Rail Corridor between La Crosse, Wisconsin and St. Paul, Minnesota
- The proposed Red Rock Corridor Commuter Rail Line will use the CP River Subdivision between St. Paul, Minnesota and Hastings, Minnesota
- The potential alternate High Speed Rail Corridor between Camp Douglas, Wisconsin and St. Paul, Minnesota via Eau Claire, Wisconsin may use the UP Altoona Subdivision

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 in downtown St. Paul, implementation of light rail and commuter rail corridors, and high speed rail to Chicago

RCRRA plans to reestablish the Union Depot as the region's modern multimodal transit hub. The Central Corridor Light Rail will terminate at the Depot in 2014. At final build-out, the Depot will accommodate Amtrak, high speed rail (connections to Chicago, Duluth, and Rochester), regional commuter and light rail, inter-city and local bus service, as well as pedestrian and bicycle users.

The Red Rock Corridor Commission (RRCC) is a joint powers board consisting of local elected officials from regional railroad authorities and communities along the 30-mile Red Rock Corridor extending from Hastings, through St. Paul, to Minneapolis. The corridor's downtown St. Paul station will be located at Union Depot. The RRCC is anticipated to be a major user of the Depot and is financially contributing to this study. As such, the RRCC will be advised of analysis and findings throughout the study.

The following studies may be beneficial to the completion of this project:

- Union Depot Construction Manager/Design Team Services, study begins late 2009
- Union Depot Environmental Assessment, 2009
- St. Paul Union Depot Analysis, 2003
- St. Paul Multimodal Terminal Evaluation Study, 2002
- St. Paul Comprehensive Plan, 2009

- St. Paul Downtown Station Area Plan, 2009
- Bruce Vento Regional Trail Master Plan, 2008
- Central Corridor Development Strategy, 2007
- Report of the Diamond Products Taskforce, 2005
- St. Paul Downtown Development Strategy, 2005
- St. Paul on the Mississippi Development Framework, 1997

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 Friday, January 8, 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 submitted via facsimile at (651) 266-8919, or e-mailed to: susan.feuerherm@ci.stpaul.mn.us.

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

1. Project and Governance Structure

The East Metro Rail Capacity and Engineering Improvements Study contract will be administered by the Ramsey County Regional Railroad Authority (RCRRA). The CONSULTANT will report to the RCRRA Program Coordinator and coordinate with established project committees and groups as appropriate. The Red Rock Corridor Commission ("RRCC") is a project partner for this study. The CONSULTANT will keep the RRCC apprised of key study milestones.

2. Schedule and Budget

A combination of federal and local funding not to exceed \$2,000,000 is available to support the RCRRA planning efforts.

The RCRRA intends to have the study completed eighteen (18) months from the date of contract award.

3. Inter-Agency Coordination

While the RCRRA retains the responsibility for overall coordination and contact with the interested agencies including but not limited to jurisdictions, local interest groups, transit

providers, etc., it is recognized that the CONSULTANT will require certain information from these agencies in order to properly complete certain of the Project tasks. All briefing of the agencies, requests for information from the agencies, and contact with the agencies will be done with the full knowledge and active participation of the RCRRA.

B. Technical Elements

1. Project Management and Stakeholder Involvement

The selected CONSULTANT will ensure timely completion of project tasks, and establishing and maintaining a positive working relationship with various key stakeholders.

The selected CONSULTANT will attend project management meetings, prepare meeting notes, and prepare information for presentation. Minutes of the project meetings will be sent out in draft form for the RCRRA Project Manager's approval and distributed a minimum 3 calendar days prior to the next meeting. Minutes shall include follow-up actions and corresponding responsibility and time frames to be completed. It is anticipated that project management meetings will take place approximately every 2-3 weeks. The selected consultant will be required to attend Red Rock Corridor Commission meetings, Minnesota High Speed Rail Commission meetings, city meetings, etc. as requested by the RCRRA Project Coordinator.

The CONSULTANT will attend monthly Technical Advisory Group (TAG) meetings. The TAG will be comprised of staff representatives from key stakeholder groups as identified in the table in Sec I.A of this RFP. The CONSULTANT will update the status of the project and receive feedback from the TAG. It is anticipated that a maximum of eighteen (18) TAG meetings will be required.

The selected CONSULTANT will also coordinate and facilitate, at minimum, three (3) stakeholder workshops scheduled at strategic points in the project timeline.

The CONSULTANT will be responsible for the production, printing, and mailing of brochures, flyers, or similar public/notice/informational pieces. The CONSULTANT will work with RCRRA project manager to develop consistent project messages, slogans and graphical standards that will be consistently incorporated into all publications and work products produced. All electronic and hard copy versions of reports, documents, drawings, diagrams, etc. produced by the CONSULTANT will be the property of the RCRRA. All such documents shall be turned over to RCRRA in their original format, including electronic format, at the end of the project conclusion.

Deliverables

- Regular communication with the RCRRA Project Coordinator discussing progress or issues arising with the project
- Prepare and submit monthly invoicing
- Attendance, staffing, and administration of the Technical Advisory Group Meetings
- Attendance at RCRRA, Red Rock Corridor Commission meetings, Minnesota High Speed Rail Commission, city meetings, etc. as requested

- Attendance and presentation of project milestones at RCRRA Board meetings, Red Rock Corridor Commission meetings, and other meetings as directed by RCRRA
- Prepare presentation materials for use at meetings, including but not limited to electronic PowerPoint presentations, presentation boards, transparencies, and handouts
- Final reports shall include an executive summary. Produce 25 draft final reports in color and a web-ready version, 50 final reports in color, 50 cd-roms, a reproducible full color version, and a web-ready version

2. *TASK 1.0: Review of Previously Completed Work*

The CONSULTANT is expected to conduct a review of existing and ongoing studies, future plans, and projects. Before proceeding with work, a compilation, summarization, and analysis of previous work will be required. Previous work prepared by other consultants should be used to the maximum extent. RCRRA staff is willing to assist with the collection of these studies for distribution to the selected consultant. The following documents may be beneficial to completion of this study:

Union Depot Plans/Studies

Union Depot Construction Manager/Design Team Services, *Begins late 2009*
Union Depot Environmental Assessment, 2009
Saint Paul Union Depot Analysis, 2003
Saint Paul Multimodal Terminal Evaluation Study, 2002

Regional/Statewide Plans

Minnesota Comprehensive Statewide Passenger and Freight Rail Plan, 2009
Metropolitan Council 2030 Transportation Policy Plan, 2008
Mn/DOT Commuter Rail System Plan, 2000

Transit Corridor Plans/Studies

I-94 Alternatives Analysis, 2010
Rush Line Alternatives Analysis, 2009
Red Rock Corridor Alternatives Analysis Study, 2007
Robert Street Corridor Transit Feasibility Study, 2008
Red Rock Corridor Commuter Rail Feasibility Study, 2001
Rush Line Transit Study, 2001

Local Plans/Studies

Lafayette Bridge/Hwy 52 Mississippi River Crossing Reconstruction Plans
City of St. Paul Comprehensive Plan, 2009
Washington County Comprehensive Plan, 2009
Ramsey County Comprehensive Plan, 2008

Other plans/studies as deemed necessary

Deliverables:

- A technical memorandum documenting the review of previously completed work.
- Prepare and submit maps and diagrams to stakeholders of existing track and signal infrastructure
- Prepare and submit maps and diagrams to stakeholders of proposed track and signal infrastructure based on projected freight and passenger rail traffic (near-term)

3. Task 2.0: Introductory Stakeholder Workshop

In consultation with RCRRA, the CONSULTANT will coordinate and facilitate an introductory workshop with stakeholder railroads and other key stakeholders for the purposes of identifying critical issues pertaining to individual railroad providers and the east metro rail system as a whole. At the conclusion of this workshop, the CONSULTANT will be given specific direction by RCRRA and stakeholder railroads on where, how and what critical issues facing railroad operations, maintenance and engineering requirements will be required. Additional workshops may be required in order to address/clarify critical issues and receive buy-in from stakeholder railroads.

Deliverables:

- Attendance, staffing, and administration of introductory workshop meeting
- Prepare summary report of workshop comments, concerns, and recommendations and submit to all stakeholders for review and comment

4. Task 3.0: Perform Simulations

Based on the outcome of the *Introductory Stakeholder Workshop* with stakeholders (Task 2.0), CONSULTANT is expected to perform preliminary simulations utilizing approved software applications. (i.e. RTC Planning, TrainSim) Simulations should identify bottlenecks and related operating/engineering conditions based on projected scenarios involving freight, passenger (expanded AMTRAK service, high speed rail) and commuter rail traffic within the project limits. Simulations should identify methods used to mitigate bottlenecks and related operating/engineering conditions. Consultant will present preliminary findings to the railroads and key stakeholders at the *Mid-Term Stakeholder Workshop*. Based on findings from preliminary simulations and Mid-Term Stakeholder Workshop, CONSULTANT will revise and refine simulations and/or proceed to *Task 4.0*. Additional workshops may be required in order to address critical issues and receive buy-in from stakeholder railroads.

Deliverables:

- Attendance, staffing, and administration of Mid-Term Stakeholder Workshop
- Prepare summary report of workshop comments, concerns, and recommendations and submit to all stakeholders for review and comment
- A technical memorandum identifying methodology and simulation software used

5. Task 4.0: Determine and Document Impacts on Operation of Local Yards and Rail Service to Customers

Based on stakeholders' input from Introductory and Mid-Term Workshops and from an analysis of simulation data, CONSULTANT will determine the impact of projected freight, passenger and commuter rail service on each carrier's rail yards within the Study Area.

Deliverables:

- A technical memorandum identifying impacts to freight and passenger rail service
- Maps and diagrams identifying impacts to freight and passenger rail tracks

6. Task 5.0: Final Stakeholder Workshop

The Final Stakeholder Workshop will summarize key concerns of stakeholder railroads and present findings from **Task 4.0**. The buy-in from key stakeholders at this Final Stakeholder Workshop will be the basis for future tasks.

Deliverables:

- Attendance, staffing, and administration of Final Stakeholder Workshop
- Prepare summary report of workshop comments, concerns, and recommendations and submit to all stakeholders for review and comment

7. Task 6.0: Rank and Recommend Short- and Long-Term Capacity Improvements Required Based on Priority(ies) and Estimated Cost(s)

Based on conclusions rendered in **Task 5.0**, the CONSULTANT will prepare a detailed description of recommended improvements. The description will examine the phasing of improvements based on the introduction of *individual* service scenarios (i.e. only passenger rail, commuter rail, or high speed rail) as well as *combined* service scenarios (i.e. passenger and commuter, passenger and high speed, etc.). CONSULTANT will be expected to perform a cost-benefit analysis of short-term and long-term capacity improvements and individual and combined phasing scenarios. CONSULTANT will begin environmental work and cost estimating on recommended improvements in preparation of 30 % design work.

Deliverables:

- A technical memorandum detailing recommendations based on phasing and cost including:
 - Description recommended short- and long-term capacity improvements
 - Description of phased improvements based upon the introduction of individual service scenarios (i.e. only passenger rail, commuter rail or high speed rail)
 - Description of phased improvements based upon the introduction of combined service scenarios (i.e. passenger and commuter, passenger and high speed, etc.)
 - A cost-benefit analysis of the short and long-term capacity improvements and the phasing scenarios described above
- Maps and diagrams detailing the location of recommended capacity improvements
- Identify potential funding sources/project partnerships and implementation strategies for completion of long-term capacity improvements

8. Task 7.0: 30% Engineered Drawings With Costing of Recommended Improvements

Based on rank and estimated costs of engineering improvements (drainage, trackwork, signalization, etc.) identified in **Task 5.0**, the CONSULTANT shall provide engineered drawings and cost-estimates at a 30% level. It is the CONSULTANT's responsibility to verify and document applicable codes, standards, manuals, guidelines and design criteria for all project elements and design disciplines. The most current edition(s) in effect at the time of 'Notice to Proceed' shall be used. Specific codes and standards include, but are not limited to, the following:

- Manual for Railway Engineering, American Railway Engineering and Maintenance of Way Association (AREMA)
- AMTRAK Design Standards
- Canadian Pacific Railway Track, Signal and Structure Standards

- Burlington Northern Santa Fe Railway Track, Signal and Structure Standards
- Union Pacific Railroad Track, Signal and Structure Standards

Deliverables:

- A complete Corridor Project Map Drawing shall be prepared showing all recommended engineering improvements and estimated cost
- Each recommended engineering improvement location on corridor shall be drawn and costed to 30% level using the following deliverables found in Attachment 3.

III. Project Timetable

A. Proposal Process

Activity	Completion Date
RFP Released	December 16, 2009
Pre-Proposers Conference (2:00pm)	January 5, 2010
Written Questions Received (4:00pm)	January 8, 2009
Response to Questions Released (4:00pm)	January 15 2009
Proposals Due (2:00pm)	January 29, 2010
Proposal Review & Oral Interviews (if necessary)	January 29-February 28, 2010
RCRRA Approval	March 2, 2010
Initiation of Negotiations	March 2, 2010
Contract Award and Notice to Proceed	March 2010

B. Project Schedule & Budget

A combination of federal and local funding not to exceed \$2,000,000 is available to support the RCRRA planning efforts.

The RCRRA intends to have the study completed within eighteen (18) months after contract award. (Approx. completion date: October 2011) Proposals should reflect this as a maximum timeframe. Suggestions or recommendations for schedule compression and streamlining of efforts are strongly encouraged.

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:

1. **An Executive Summary of not more than 6 pages**
2. **Profile of proposed team including size and organizational structure, past history, and the status and outcome of any lawsuits brought against the proposer in the past five years.**

The RCRRA reserves the right to exclude Proposers that have an organizational conflict of interest, which is defined by federal procurement guidelines as "An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage."

- 3. Description of proposer's overall approach.**
- 4. Breakdown of project by tasks. For each task listed, identify:**
 - a. All specific staff to be involved, roles, responsibilities;
 - b. Time commitment for each person; and
 - c. Schedule
- 5. Description of proposed team's past experience providing similar services, including:**
 - a. Names and addresses of contact persons;
 - b. Description (history and experience) of proposed team members' role in each project;
 - c. Key staff with experience in completing economic studies for multi-modal hubs
 - d. Key staff with experience evaluating major infrastructure projects on real estate development and employment
 - e. Key staff with experience in completing defined analytical tasks in a timely fashion for public agencies.
 - f. Depth of staff resources to work on multiple projects at the same time.
 - g. Key staff with expertise in mixed-use/ transit oriented development market analyses.
 - h. Experience with public transit facilities
- 6. Project Personnel Profile**
 - a. Resumes of key project personnel including prior projects of similar size and scope for which the personnel played the same or a similar role as proposed for the RCRRA's project, and the status and outcome of any lawsuits brought against team member firms in the past five years.
 - b. Organizational chart of the proposer's team identifying firm relationship and function of all key positions.
 - c. Confirm that key personnel will be fully engaged in the project as described for the duration of the contract.
 - d. Description of current assignment and time commitment to that assignment for all key personnel.
- 7. DBE History**
 - a. Description of the proposers history of compliance with DBE requirements on projects of comparable size within the last 5 years
 - b. Description of how proposer expects to achieve or exceed the goal on this project
- 8. Budgets - Pricing information may not be included with the proposal but must be in a separate, clearly marked, sealed envelope**
 - a. Hourly budget broken down by specific staff, by firm, and by task

- b. Current audited hourly rates for staff
- c. Current audited overhead rates for all team member firms
- d. Include an estimate of reimbursable direct expenses and specify the expenses.

9. Financial Status

Evidence of adequate financial stability is a prerequisite to the award of the contract. Therefore, the proposer must submit the following financial reports:

- a. For a publicly held corporation, a copy of the most recent three years of audited financial reports and financial statements with the name, address, and telephone number of a responsible person in the company's principle financial or banking organization and its auditor.
- b. For a privately held corporation, proprietorship or partnership, financial information similar to that included in an annual report, to include at a minimum the most recent three years: an income statement, a statement of cash flow, a balance sheet and number of years in business, as well as the name, address, and telephone number of a contact in the company's principle financial or banking organization and its auditor.

All such financial reports shall be detailed, not condensed or summarized, versions of the report. RCRRA reserves the right to request such other information or reports necessary to establish evidence of adequate financial stability.

10. Conflict of Interest

Please identify any potential conflicts of interest.

B. Proposal Submission Process

Notice to Proposer:

- 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.
- The RCRRA is not responsible for costs incurred by anyone responding to this Request for Proposals.
- The RCRRA expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals.
- The RCRRA is not bound to accept the lowest cost proposal.
- 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.
- 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.
- 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.

1. 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 Friday, January 8, 2010 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 Friday, January 15, 2010, 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.

2. Pre-Proposal Conference

A Pre-Proposal Conference will be held at 2:00pm at St. Paul Union Depot on Tuesday, January 5, 2010. Attendance at this Conference is not mandatory.

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

C. Submission

Proposals are due by 2:00 p.m. on Wednesday, January 29, 2010, and must be submitted to:

Division of Contract and Analysis Services
280 City Hall/Court House Building
15 West Kellogg Boulevard
Saint Paul, MN 55102

Faxed proposals will not be accepted.

The response must include an original and 15 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 will be considered invalid.

Proposals shall be prepared using 8 ½ x 11 paper with all text clear of bindings. Use of 11x17 fold-out sheets for large tables, charts, or diagrams is permissible, but should be limited. Index the proposal and sequentially number all pages throughout the section. The proposal should be clear when reproduced in black and white. To facilitate proposal opening, the original only should be sealed in a separate envelope or box. The name, address, and RFP number should be clearly marked on the outside. The remaining copies may be wrapped or boxed together.

Pricing information may not be included with the proposal but must be in a separate, clearly marked, sealed envelope.

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 initiated 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:

- preparing its proposal in response to this RFP;
- submitting that proposal to the RCRRA;
- negotiating with the RCRRA any matter related to this proposal; or
- any other expenses incurred by the Proposer prior to the date of execution of the proposed contract.

Failure to submit a proposal on time may constitute grounds for the rejection of the proposal.

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

1. The County reserves the right to waive any minor irregularities in the proposal request process.
2. The County reserves the right to interview any or all proposers at its discretion.
3. Proposals will be evaluated by a Proposal Evaluation Team in accordance with the provisions of Appendix A.
4. The Proposal Evaluation Team will be comprised of staff representatives from following agencies: RCRRA, Washington County RRA, Dakota County RRA, the Red Rock Corridor Commission, Minnesota Department of Transportation, Canadian Pacific Railway, Union Pacific Railroad Company, Burlington Northern Santa Fe Railway and the Metropolitan Council. Others may be added at the discretion of the RCRRA.
5. The County will review and evaluate proposals based on the following criteria (in order of relative importance):
 - a). The experience, resources, and qualifications of the firm and individuals to be assigned to the project as key personnel
 - b). Ability to meet Project requirements
 - c). Ability to meet Project time line

The RCRRRA may conduct oral interviews with selected proposers. The RCRRRA will not be responsible for any costs incurred by a proposer in preparing for or making a presentation.

The RCRRRA will make the final decision based on the written proposals, the results of the oral interviews (if held), reference checks, and the recommendation of the Proposal Evaluation Team, and that recommendation will be presented to the Ramsey County Regional Railroad Authority for approval.

All proposals will be evaluated using Federal Transit Administration's Qualifications-Based Procurement Procedures contained in the "Brooks Act," 40 U.S.C. Sections 1101 through 1104, and as set forth in FTA circular 4220.1F, Chapter VI, Sec. 3.f.(3). RCRRRA reserves the right to award a contract for the East Metro Rail Capacity and Engineering Improvements Study to other than the low bidder or proposer.

B. Contract

The agreement to be executed between the successful proposer and RCRRRA will include the provisions of the County's General Terms and Conditions, which have been included in this RFP as Appendix B, and the provisions of the successful proposer's proposal.

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.
- If reimbursement of expenses is included, the RCRRRA will only reimburse at actual cost for out of pocket expenses. If reimbursement for travel is permitted, all airfare shall first be authorized by the RCRRRA and will be reimbursed at the lowest cost fare. Food, ground transportation and lodging expenses necessitated by the 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."

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

C. Incorporation of Federal Transit Administration (FTA) Terms (FTA Circular 4220.1F)

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any RCRRRA requests which would cause RCRRRA to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down.

VI. Additional Information

All electronic and hard copy versions of reports and documents produced by the proposer will be the property of the RCRRA. All such documents shall be turned over to RCRRA in their original format, including electronic format, at the end of the project conclusion.

**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 contacts 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 Rail Authority staff, elected officials, or evaluation team members directly during this 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 County'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 County Board 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 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

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 Contractor, its officials, agents or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Agreement.

3. Insurance

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

2.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 07 98 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 10 10 01 or its equivalent.

- 2.2 Automobile Insurance
 - 2.2.1 Coverage shall be provided for hired, non-owned and owned auto.
 - 2.2.2 Minimum limits: \$1,000,000 combined single limit.
- 2.3 Workers' Compensation and Employer's Liability
 - 2.3.1 Workers' Compensation as required by Minnesota Statutes
 - 2.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
- 2.4 Professional Liability/Errors and Omissions Coverage (if applicable)
 - 2.4.1 Per Claim Limit: \$1,000,000
Aggregate Limit: \$2,000,000
 - 2.4.2 All policies shall be written as acceptable to RCRRA.

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.

- 3. 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.
 - 4. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
 - 5. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the RCRRA. Copies of insurance policies shall be submitted to the RCRRA upon request.
 - 6. Nothing in this Agreement shall constitute a waiver by the RCRRA of any statutory or common law immunities, limits, or exceptions on liability.
 - 7. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.
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. Prevailing Wage

All Contractors and subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in RCRRA 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.

9. Workplace Violence Prevention

The Contractor shall make all reasonable efforts to ensure that 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.

10. Subcontractor Payment

Prime contractors shall pay any subcontractor within ten days of the prime contractor's receipt of payment from the RCRRA for undisputed services provided by the subcontractor. The prime 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 prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

11. 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.

12. Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of 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.

13. 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.

14. 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.

15. 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.

16. Conflict of Interest

The Contractor affirms that, to the best of Contractor's knowledge, 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 Contractor, 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 Contractor will or will not resign from the other engagement or representation.

The selection of this project as a prime or sub- consultant may exclude participation on other projects/phases of work as outlined in FTA Circular 4220.1F, Chapter VI, Paragraph 2.a(4)(h).

17. 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.

18. Alteration

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

19. HIPAA Compliance

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.

20. 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 RCRRA, Minnesota.

21. Reimbursable Expenses (If applicable)

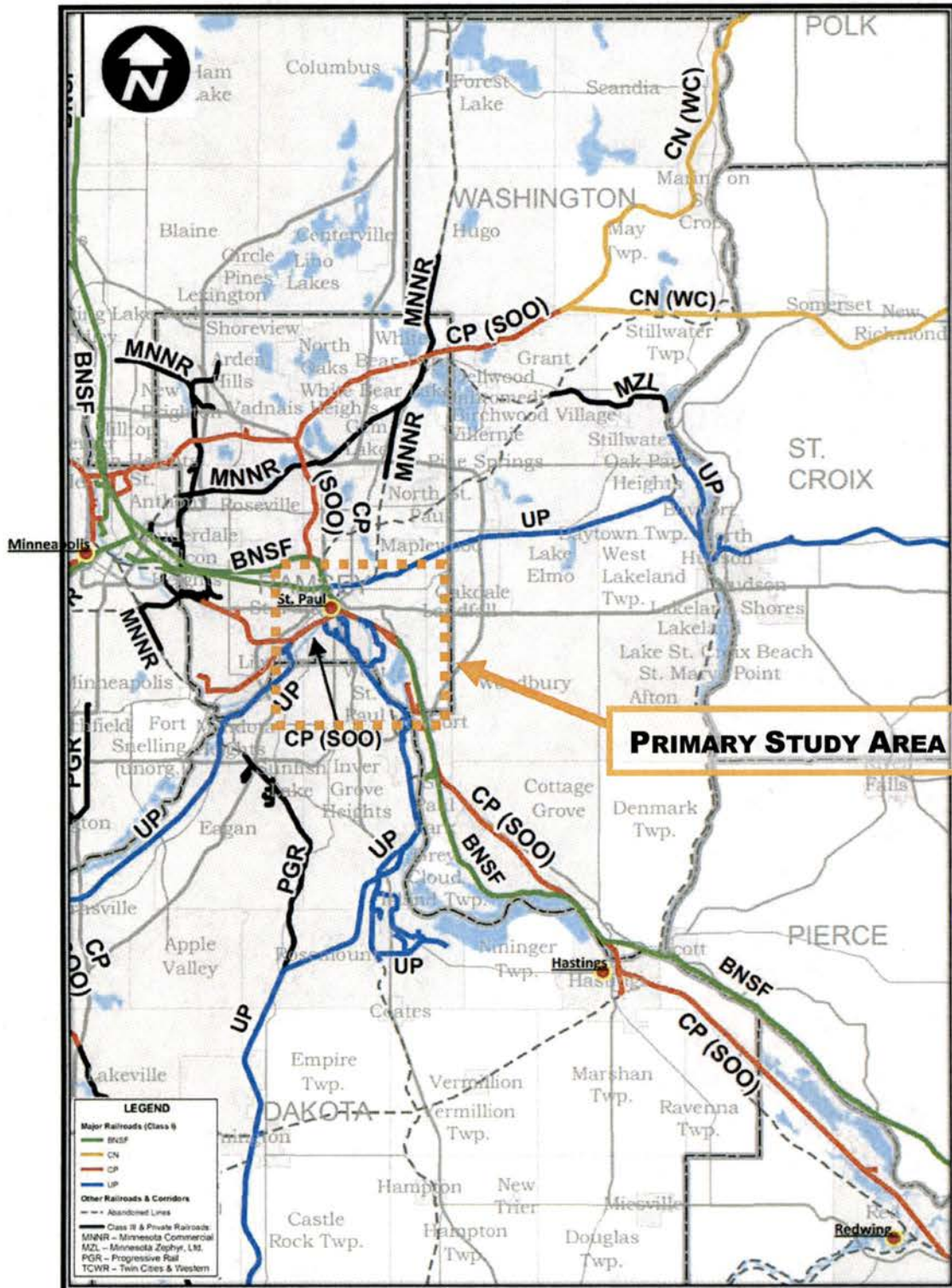
If reimbursement of expenses is specifically authorized in the agreement, the provisions of this paragraph shall apply. The RCRRA will pay the Contractor for mileage costs incurred in the performance of services under this Agreement at the rate currently paid to reimburse RCRRA employees. All air travel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

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

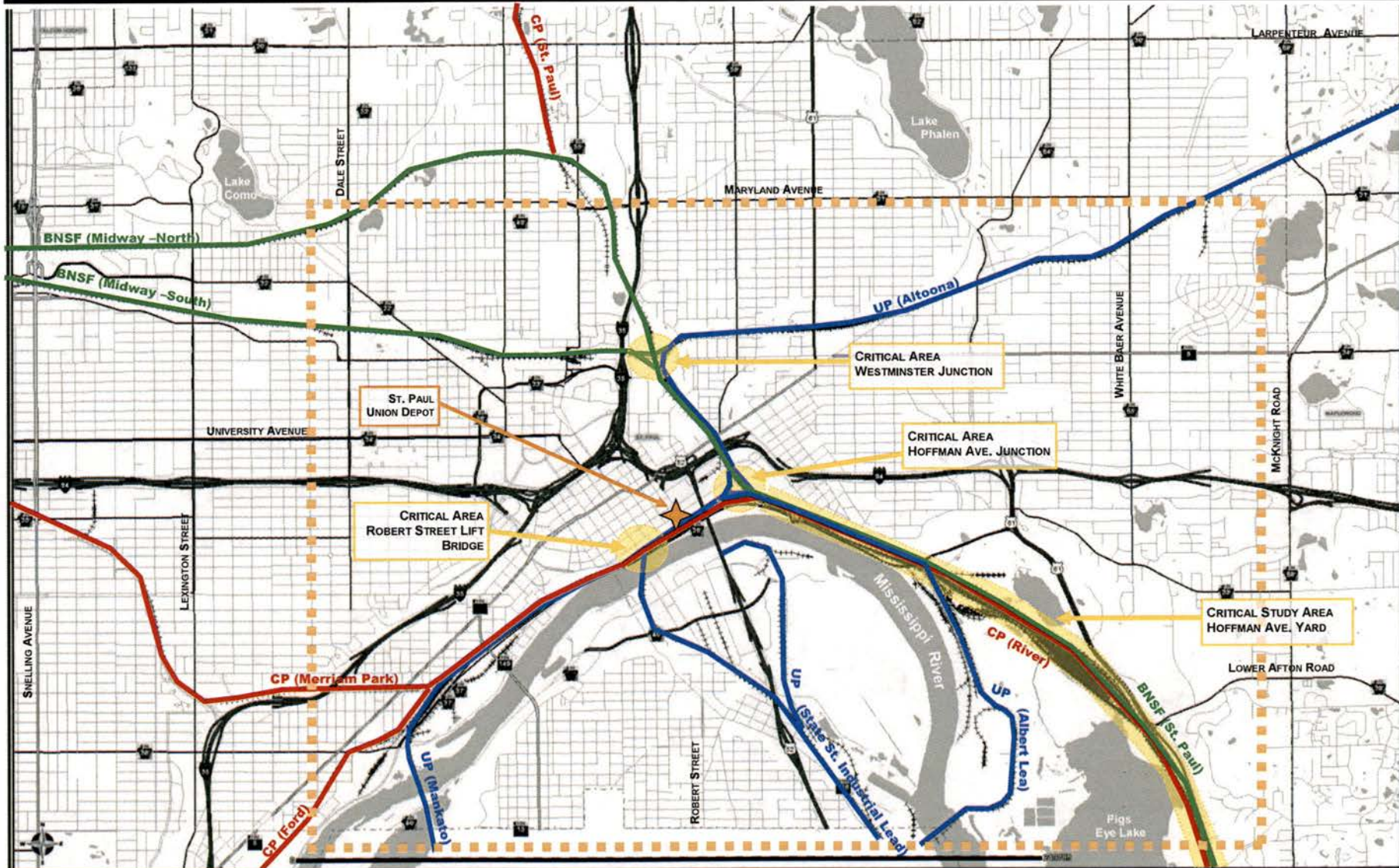
22. Entire Agreement

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

ATTACHMENT 1: EAST METRO RAIL CAPACITY STUDY AREA



EAST METRO RAIL CAPACITY STUDY — PRIMARY STUDY AREA



DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

ATTACHMENT 3

INSTRUMENTED SURVEYS

The Engineer shall perform a detailed ground survey and topographical survey of the project area. The Engineer shall also develop the project base mapping that will be used for the preliminary studies/investigations/reports as well as for the development of the conceptual and engineering advancement design plans. All survey and base mapping shall be according to the latest version of the Minnesota Department of Transportation Survey and Mapping Manual. The Engineer shall meet with the RCRRA Project Manager prior to the commencement of the project survey work for a pre-survey conference. The requirements regarding method, standards, equipment, basis of bearing, horizontal and vertical control, base mapping, level of precision, topographic contour maps, and project coordinate basis shall be discussed and determined.

In addition to the base mapping identified above, the Engineer shall obtain current aerial photographs of the site for the purpose of preparing public displays of the alternatives, identifying environmentally sensitive areas and providing the basis for engineering studies. A "mosaic" aerial photographic map shall be developed to provide an overview of the project. This map shall include sufficient coverage to identify community accessibility and traffic circulation patterns on the adjacent road system within 1200'. Scale shall be suitable for output at a scale of 1" = 50'.

For purposes of depicting how alternative typical sections and their design features would generally fit into the surroundings, mapping will generally be suitable for showing any necessary adjustments of right-of-way lines, determining impact on geographic features such as wetlands, historic structures or hazardous waste sites, or calculating distances between tracks and sites of activities that are sensitive to noise or vibrations. Photographic enlargements at this scale with appropriate design details superimposed for each build alternative shall be provided.

Conventional field surveys shall be required to establish ground control and to verify the accuracy of aerial topography. Additional surveys may be required to provide supplemental coverage in those areas where design issues require a higher level of accuracy than described above. Such locations may include all underground utilities, right-of-way lines, structures, underpasses and other obscured areas and detailed design items that will be identified after the initiation of the conceptual engineering process. The survey and research of underground utilities shall be coordinated with other deliverables.

Based on the survey data, the Engineer shall prepare detailed base plans suitable for engineering advancement design. These plans shall be in three dimensions and follow the latest Minnesota Department of Transportation Survey and Mapping Manual CADD standards. The Engineer shall provide all survey field notes, base line information, bench run information and base line ties and offsets.

DRAINAGE DELIVERABLES SHALL INCLUDE THE FOLLOWING:

Drainage Engineering shall include design of storm water drainage facilities for the entire area of proposed development, including roadway and rail facilities. Conceptual design will consist of developing drainage concepts and providing calculations for storm sewers of size 24" diameter and greater. Smaller lines will be checked using general calculations and also checked vs. existing and

proposed obstructions along their alignments. The Engineer will take into account all proposed developments that are modifying or adding drainage structures within the drainage basin. The Engineer shall provide analysis and design that is compatible with applicable criteria.

Conceptual Drainage Documents

The Conceptual Plans shall include the following items:

- Location of all existing major drainage facilities (including storm sewer and open channels), the location of the 100-year floodplain boundary (highlighting areas and tracks affected by seasonal flooding), and existing contours.
- Plan and profile drawings for all proposed drainage improvements indicating size and location of pipes and structures, preliminary inlet locations and outfall structures and locations. Connections to existing systems. Proposed locations for ditches and open channels, detention/retention, and water quality facilities.
- Locations where major storm facilities will cross water, sanitary sewer, fiber optic, irrigation, or other fixed utility lines.
- Preliminary Stormwater Management Plans (SWMP).

Conceptual Drainage Investigation

The Engineer shall acquire known drainage studies and reports that have been completed or are in the process of completion for all areas contributing drainage to or in the area. This data collection activity shall include:

- Historical data, Flood Insurance Studies, Drainageway Master Plans, Flood Hazard Area Delineation Studies, Flood Insurance Rate Maps, map revision documents, and other maps, reports, and previous drainage designs in the proximity of the corridor
- Identification of all appropriate agencies, including cities, counties, metropolitan and/or special districts, that will have jurisdiction over all or part of the area drainage. Available storm drainage system maps and available construction plans for major structures in the area shall be collected for the study.
- Development of Stormwater Management Plan (SWMP) Concepts including water quality and storm detention facilities, to be coordinated with landscaping discipline, and the use of oil-water separators in the track area.
- Identify regulatory items required for completion of the project including permits and floodplain requirements.

Hydrologic Engineering

The Engineer shall determine 100 year major stormwater peak flows at critical points along the project area using all relevant information identified above. If it is determined that additional basin analysis is required to clarify stormwater flows or to provide additional peak flows at critical points along the project area then the Engineer shall determine peak stormwater flows using approved modeling methods. This additional effort, if needed, will be conducted Post-Preliminary Design.

Hydraulic Engineering

The Engineer shall identify and determine the location, size, and material type of each major drainage structure in the project area (a major structure is defined to be a 24" diameter or larger pipe or equivalent drainage structure, or open channel conveying more than 100 CFS during a 100-year event). The Engineer shall determine existing and available capacity of each major drainage structure and use modeling methods, calculations, and analysis that is compatible with applicable criteria.

TRACKWORK DELIVERABLES WILL INCLUDE THE FOLLOWING:

- Typical sections
- Track alignment plans to continue the horizontal and vertical alignment to include points of connection to existing systems or points of connection for proposed systems
- Track chart (track chart with mathematized horizontal and vertical alignments)
- Key map
- Plan and profile – horizontal scale 1-inch equals 40 feet and vertical scale 1-inch equals 4 feet
- Cross-sections 100' apart - horizontal scale 1 inch equals 10' and vertical scale 1 inch equals 10'
- Right of way information will be superimposed on all the trackwork layouts
- Staging plan with minimum interruption to service
- Special trackwork details
- Specifications outline
- Unit price cost estimate

Particular attention on trackwork design will be given to proximity to sensitive land uses (both the depot building and train deck are listed on the National Registry of Historic Buildings/Places), areas of restricted rights-of-way (i.e. Bruce Vento Nature Sanctuary), areas affected by flooding, and critical clearances with physical constraints.

The Track Engineer will complete a thorough walking inspection of the project right-of-way. Existing track condition will be documented, including rail sections and condition, tie and roadbed condition, special trackwork arrangements, critical signal and joint locations, clearance constraints, and drainage and civil concerns. The track design team will undertake a review all relevant existing project documentation with respect to the field inspection findings to determine the topographic survey requirements and coordinate with the survey team.

All horizontal alignment information will include radius of curve, length of curve, length of spiral stationing, super elevation and speed constraints. The vertical alignment for the control track will include existing ground, proposed grade, vertical curve information, clearances to existing and proposed overhead structures, and speed constraints. The Engineer is responsible for the meaning and applicability of all information generated from any track design software tools that are used.

The drawings will include right-of-way information and definition, existing and proposed utilities, platform locations, platform layouts, crossovers, pocket tracks (if any), location of electrical, signal or

similar houses or stations, and any modifications to existing track alignments either vertical or horizontal.

The trackwork design effort will focus on such issues as:

- Optimized track layout
- Storage track requirements (if required)
- Grading and drainage requirements
- Coordination of design with affected rail agencies and railroad companies
- Establishing clearances between rail vehicles and structural or system equipment elements.
- Update the general layout, as necessary, as design information is received from the other disciplines or as survey is updated. Keep the design team apprised of any changes.
- Prepare a list of trackwork items that do not meet applicable minimum design criteria.

SIGNAL SYSTEM DELIVERABLES WILL INCLUDE THE FOLLOWING:

The signal design for Amtrak egress shall be developed to accommodate the engineering and operational requirements consistent with the proposed track design and consistent with Amtrak, BNSF, CP and UP signal and communication systems.

DESIGN CODES AND MANUALS

Specific codes and standards include, but are not limited to, the following:

- Manual for Railway Engineering, American Railway Engineering and Maintenance of Way Association (AREMA)
- AMTRAK Design Standards
- Canadian Pacific Railway Track, Signal and Structure Standards
- Burlington Northern Santa Fe Railway Track, Signal and Structure Standards
- Union Pacific Railroad Track, Signal and Structure Standards

It is the Engineer's responsibility to verify and document applicable codes, standards, manuals, guidelines and design criteria for all project elements and design disciplines. The most current edition(s) in effect at the time of NTP shall be used. Identify and confirm all authorities having jurisdiction including permit and approval requirements.

Particular attention on trackwork design will be given to proximity to sensitive land uses, known environmental issues, rights-of-way and critical clearances with physical constraints.

The Track Engineer will complete a thorough walking inspection of the project right-of-way. Existing track condition will be documented, including rail sections and condition, tie and roadbed condition, special trackwork arrangements, critical signal and joint locations, clearance constraints, and drainage and civil concerns. The track design team will undertake a review all relevant existing project documentation with respect to the field inspection findings to determine the topographic survey requirements and coordinate with the survey team.

All horizontal alignment information will include radius of curve, length of curve, length of spiral stationing, super elevation and speed constraints. The vertical alignment for the control track will include existing ground, proposed grade, vertical curve information, clearances to existing and proposed overhead structures, and speed constraints. The Engineer is responsible for the meaning and applicability of all information generated from any track design software tools that are used.

The drawings will include right-of-way information and definition, existing and proposed utilities, platform locations, platform layouts, crossovers, pocket tracks (if any), location of traction power substations, platform access and any modifications to existing track alignments either vertical or horizontal. The trackwork design effort will focus on such issues as:

- Optimized track layout
- Storage track requirements
- Grading and drainage requirements
- Coordination of design with affected rail agencies
- Establishing clearances between rail vehicles and structural or system equipment elements.
- Update the general layout, as necessary, as design information is received from the other disciplines or as survey is updated. Keep the design team apprised of any changes.
- Prepare a list of trackwork items that do not meet applicable minimum design criteria.

ATTACHMENT 4:
Potential Stakeholders That May Be Consulted When Assessing Impacts from Rail Improvements

AMTRAK
Baytown Township
Burlington Northern Santa Fe Railway
Canadian Pacific Railway
City of Cottage Grove
Dakota County Regional Railroad Authority
Denmark Township
Goodhue County Regional Railroad Authority
City of Hastings
Hennepin County Regional Railroad Authority
City of Inver Grove Heights
City of Lake Elmo
City of Maplewood
Metropolitan Airport Commission
Metropolitan Council
City of Minneapolis
Minnesota Department of Transportation
City of Newport
City of Oakdale
Prairie Island Indian Community
Ramsey County Regional Railroad Authority
Red Rock Corridor Commission
City of Red Wing
City of Rosemount
City of South St. Paul
City of St. Paul
City of St. Paul Park
St. Paul Port Authority
Twin Cities & Western Railroad Company
Union Pacific Railroad Company
Washington County Regional Railroad Authority
West Lakeland Township
City of West St. Paul

Note: This list should not be deemed exhaustive. Additional stakeholders not listed above and identified as part of the study may need to be consulted.

ATTACHMENT 5: FEDERAL CONTRACT CLAUSES

FLY AMERICA REQUIREMENTS

**49 U.S.C. § 40118
41 CFR Part 301-10**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.
49 CFR Part 18**

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

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING
31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ACCESS TO RECORDS AND REPORTS

**49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17**

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I <u>State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II <u>Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

FEDERAL CHANGES
49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**
31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION
49 U.S.C. Part 18
FTA Circular 4220.1E

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply

with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing

the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by RCRRA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to RCRRA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal 15% been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RCRRRA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid.
1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders/Offerors must present the information required above prior to contract award (see 49 CFR 26.53(3)).

- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the RCRRRA.

e. The contractor must promptly notify RCRRA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RCRRA.

Soliciting proposals by Disadvantaged Business Enterprises (DBE)

RCRRA encourages the participation of certified disadvantaged business enterprises (DBEs). Metropolitan Council Office of Diversity will assist RCRRA in reviewing the proposals for meeting the goal or establishing good faith efforts.

See the Attachment 6 "Disadvantaged Business Enterprise (DBE) Subcontracting Policy and Procedure" and Attachment 7 "Attachment to Proposal Instructions: Disadvantaged Business Enterprise Information and Certifications, Part A and Part B" posted with this RFP for more information on DBE requirements and forms to be submitted along with the Proposal. **All DBE forms should be submitted in a separate envelope with the proposal.**

*MC DOCUMENT 00485***DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SUBCONTRACTING POLICY AND PROCEDURE****PART 1 DBE PROGRAM****1.1 POLICY**

- A. The COUNCIL, a US Department of Transportation (USDOT) grant recipient, shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of 49 CFR part 26. USDOT-assisted contracts include financial assistance from USDOT, the Federal Transit Administration (FTA), the Federal Highway Administration (FHWA), or the Federal Aviation Administration (FAA).
- B. This contract is funded in part with a grant from the Federal Transit Administration (FTA). The Disadvantaged Business Enterprise (DBE) requirements of the Transportation Equity Act for the 21st Century (TEA-21) and 49 CFR part 26 apply to the contract for this Project.
- C. This **Document 00485 Disadvantaged Business Enterprise (DBE) Subcontracting Policy and Procedure** contains pre-award requirements for Bidders. Post-award requirements relating to Disadvantaged Business Enterprise are contained in **Document 00710 Supplemental Conditions for FTA-Funded Projects** which should also be carefully reviewed by Bidders.
- D. Attached to this document is the following form:
 - 1. **Document 00485A Disadvantaged Business Enterprise Information and Certifications**Submittal requirements for this form are described in this document.

1.2 DBE PARTICIPATION GOAL

For the purposes of this contract, the COUNCIL has established a 15% goal for DBE participation.

1.3 DEFINITIONS

- A. Disadvantaged Business Enterprise (DBE) means a for-profit small business concern which is at least 51% owned by one or more socially and economically disadvantaged individuals. In the case of any publicly-owned business, at least 51% of the stock must be owned by one or more socially and economically disadvantaged individuals; and the management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- B. Small Business Concern (with respect to firms seeking to participate as DBEs in USDOT-assisted contracts) means a small business as defined pursuant to the Small Business Act (13 CFR 121).
- C. Socially and Economically Disadvantaged Individuals (for purposes of USDOT-assisted projects) means any individual who is a citizen (or lawfully admitted permanent resident) of the United States, and who is:
 - a) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis;
 - b) Women (regardless of race, ethnicity or origin); or
 - c) Individuals found to be socially and economically disadvantaged by the U.S. SBA pursuant to Section 8(a) of the Small Business Act.

The COUNCIL will make a rebuttable presumption that individuals in the above groups are socially and economically disadvantaged. The COUNCIL may, on a case-by-case basis, determine or accept the determination by another USDOT recipient, that individuals who are socially and economically disadvantaged in accordance with 49 CFR 26, Subpart D.

1.4 COUNTING DBE PARTICIPATION

In accordance with 49 CFR section 26.55, the COUNCIL will utilize the following guidelines in determining the percentage of DBE participation that will be counted toward the overall DBE goal:

- A. If a firm is not currently certified as a DBE in accordance with the standards of subpart D of the regulations at the time of the execution of the contract, the firm's participation toward any DBE goals will not be counted, except as provided in 49 CFR section 26.87(i).
- B. The dollar value of work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.

- C. The participation of a DBE subcontractor toward the CONTRACTOR's DBE achievements or the overall goal will not be counted until the amount being counted toward the goal has been paid to the DBE.
- D. When a DBE participates in a contract, the value of the work actually performed will be counted as follows:
 - 1. The entire amount of that portion of a construction contract (or other contract not covered by paragraph 49 CFR part 26.55) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies, and equipment the DBE subcontractor purchases or leases from the CONTRACTOR or its affiliate).
 - 2. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided that the COUNCIL determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontract work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward DBE goals.
- E. When a DBE performs as a participant in a joint venture, the COUNCIL will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- F. The COUNCIL will count expenditures to a DBE Contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract:
 - 1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the COUNCIL will evaluate the amount of work subcontracted,

industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the COUNCIL will examine similar transactions, particularly those in which DBEs do not participate.
 3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the COUNCIL will presume that it is not performing a commercially useful function.
 4. When a DBE is presumed not to be performing a commercially useful function as provided in this program, the DBE may present evidence to rebut this presumption. The COUNCIL may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
 5. The COUNCIL's decisions on matters of whether a DBE performs a commercially useful functions are subject to review by the concerned operating administration (FTA), but not subject to an administrative appeal to USDOT.
- G. The COUNCIL will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on its contract.
 3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
 6. For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- H. The COUNCIL will count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
1. The COUNCIL will count 100% of the cost of the materials or supplies toward DBE goals if the materials or supplies are obtained from a DBE manufacturer. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications.
 2. The COUNCIL will count 60% of the cost of the materials or supplies toward DBE goals if the materials or supplies are purchased from a DBE regular dealer. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold to or leased to the public in the usual course of business.
- I. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- J. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in 49 CFR section 26.55(e)(2)(ii) if the person both owns and operates distribution equipment for the products.

Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease and not on an ad hoc or contract-by-contract basis.

- K. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of 49 CFR section 26.55(e)(2).
- L. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the COUNCIL will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided that the COUNCIL has determined the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The COUNCIL will not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

PART 2 BID/AWARD PHASE ACTIVITIES

2.1 REQUIREMENT OF GOOD FAITH EFFORTS

Bidders are advised that award of this contract is conditioned on meeting the requirements of 49 CFR section 26.53, requiring Bidders to make good faith efforts to meet the DBE participation goal specified in section 1.2 of this document. Bidders are required to demonstrate good faith efforts to meet the goal by either:

1. documenting the participation of specific DBEs to meet the goal, or
2. documenting adequate good faith efforts to meet the goal, even if the efforts were not successful in obtaining sufficient DBE participation to meet the goal.

2.2 BID SUBMITTAL REQUIREMENTS

- A. All bids **MUST** include a properly completed **Document 00485A Disadvantaged Business Enterprise Information and Certifications** form. The form consists of Parts A and B. Part A must be completed by every Bidder. Part B must be completed by the Bidder if required in accordance with the following instructions.
- B. In Part A of the form, the Bidder must list all firms, if any, whose participation is proposed to be credited toward meeting the DBE goal and the following information regarding each such firm:

1. The name and address of each DBE prime contractor, joint venture partner, subcontractor, trucker or supplier that the bidder intends to credit toward the DBE goal. The complete legal business name as used for DBE certification shall be identified on the form.
2. A description of how each DBE firm will participate in this contract. The DBE goal may be satisfied by a commitment to DBE participation in the contract as a prime contractor, joint venture partner, subcontractor, trucker or supplier.
3. The state in which the DBE is currently certified.
4. A description of the work to be performed or materials to be supplied by each DBE.
5. The estimated dollar value of each DBE's participation in the contract.
6. The estimated percent of the total bid for each DBE. The percentage allocated for each DBE must be in accordance with the provisions for performing a commercially useful function, as required by 49 CFR section 26.55.

C. All DBE firms which are listed in Part A of **Document 00485A Disadvantaged Business Enterprise Information and Certifications** must, as of the date bids are due, be:

1. certified by the COUNCIL as a DBE; or
2. certified by any other United States Department of Transportation (USDOT) recipient and then certified by the COUNCIL within 30 days of the execution of the contract; or
3. included on the **Metropolitan Airports Commission (MAC)/Minnesota Department of Transportation (MnDOT)/Metropolitan Council Disadvantaged Business Enterprise (DBE) Directory**. All of the firms on this listing shall be considered "currently certified" for the purposes of bid submittal. This listing is available from the Council and can also be found at the following website:

http://www.metrocouncil.org/doing_business/dbeinfo.htm

The provisions of 49 C.F.R., part 26.87 (relating to removal of a DBE's eligibility) apply to all firms credited under this paragraph.

If no DBE participation is proposed, the Bidder must indicate so on the form. Part A of the form includes a Certification of DBE Participation and Good

Faith Efforts which must be filled in and signed on behalf of the Bidder in all cases.

D. Part B of **Document 00485A Disadvantaged Business Enterprise Information and Certifications** must be completed by the Bidder if the information provided in Part A of the form indicates either:

1. no proposed DBE participation, or
2. proposed DBE participation at less than the DBE goal established above;

In Part B, the Bidder must provide information regarding its good faith efforts to meet the DBE goal. Part B also includes a certification which must be filled in and signed on behalf of the Bidder if completion of Part B is required.

E. Failure to submit a properly completed **Document 00485A Disadvantaged Business Enterprise Information and Certifications** form with the bid will result in no further consideration of the bid by the COUNCIL.

Part 3 POST-BID/PRE-AWARD REVIEW

3.1 POST-BID SUBMITTALS

A. After the opening of bids but before award of the contract, the COUNCIL will notify the three apparent low Bidders that they are being considered for award. Each Bidder so notified must, within 7 days from receipt of the notice, meet the following additional requirements:

1. The Bidder must submit written confirmation from each DBE included in the Bidder's **Document 00485A Disadvantaged Business Enterprise Information and Certifications** form confirming the DBE participation in the project.
2. The bidder must submit any clarifications or details requested by the COUNCIL regarding: a) its pre-bid efforts to obtain DBE participation, and/or b) the good faith efforts information submitted with the bid.

B. Failure to comply with a post-submittal requirement may result in no further consideration of the bid by the COUNCIL.

3.2 GOOD FAITH EFFORTS DETERMINATION

In accordance with 49 CFR section 26.53 and Appendix A thereto, the following guidelines will apply to a good faith efforts determination.

- A. The bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of 49 CFR Part 26 which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The COUNCIL's DBE Liaison Officer will determine whether a bidder made sufficient good faith efforts to meet the goal in accordance with the guidelines set forth in 49 CFR section 26.53, and Appendix A thereto. Compliance will be determined on a case-by-case basis, based on a review of documentation of the following types of activities:
1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
 3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 4. Negotiating in good faith with interested DBEs. The bidder has the responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 5. A bidder using good business judgement would consider a number of factors in negotiating with subcontractors, including DBE subcontractors,

and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

6. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for rejection or non-solicitation of bids in the bidder's efforts to meet the contract goal.
7. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required for this contract.
8. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
9. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state and Federal offices of minority/women business assistance; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
10. The performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the COUNCIL may reasonably raise the question of whether, with additional reasonable efforts; the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, the COUNCIL may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

- B. If the COUNCIL determines that the apparent successful bidder has failed to meet the Good Faith Efforts requirements of this program, it will, before contract award, provide the bidder an opportunity for administrative reconsideration. The bidder will have the opportunity to:
 - 1. Provide a written documentation or argument concerning the issue of whether the bidder met the goal or made adequate good faith efforts to do so; and
 - 2. Meet in person with the COUNCIL or its reconsideration official to discuss the issue of whether the bidder met the goal or made adequate good faith efforts to do so.
- C. The COUNCIL will send the proposer a written decision on its reconsideration, explaining the basis on which the determination was made whether it met the goal or made adequate good faith efforts to do so.
- D. In accordance with 49 CFR section 26.53, the result of the COUNCIL's reconsideration process is not subject to administrative appeal to USDOT or the Federal Transit Administration.
- E. Determinations and reconsiderations regarding failure to meet DBE requirements for this contract are handled in accordance with the provisions of this section 3.2 and are not subject to the protest procedures in **Document 00490 Protest Procedures**.

Part 4 POST-AWARD REQUIREMENTS

Additional post-award requirements relating to Disadvantaged Business Enterprise are contained in **Document 00710 Supplemental Conditions for FTA –Funded Projects**.

DOCUMENT 00485A
DISADVANTAGED BUSINESS ENTERPRISE INFORMATION AND CERTIFICATIONS

Bidder Company Name: _____

Contract # 35791 **Project Name:** Red Rock-East Metro Rail Capacity Study

(NOTE: This form **MUST** be submitted with each bid. Part A of this form must be completed by every Bidder. Part B must be completed if required in accordance with Document 00485 Disadvantaged Business Enterprise Subcontracting Policy and Procedure, and the directions in this form.)

PART A

Check ONE of the following:

- ☐ No DBE participation is proposed on this project
☐ The following DBE participation is proposed on this project:

Firm Name (Legal business name used for DBE certification)	Address	How will firm participate? (Prime; Joint Venture; Partner; Subcontractor; Trucker or Supplier)	State(s) in which currently certified	Description of work	Estimated dollar value of participation	Estimated percentage of total bid
TOTAL % PROPOSED:						

(Form continued on next page. Use copies of page 1 of this form if additional space is needed to list proposed DBEs and attach such copies to the form.)

CERTIFICATION OF DBE PARTICIPATION AND GOOD FAITH EFFORTS

On behalf of the Bidder identified below, I certify that:

(check ONE of the following)

☐ No DBE participation is proposed on this project.

☐ Bidder is committed to use the DBE subcontractor(s) listed in this form on this project at the stated percentage(s).

I further certify that I have read the DBE requirements in **Document 00485 Disadvantaged Business Enterprise Subcontracting Policy and Procedure** and applicable federal regulations cited therein. I further certify that the Bidder has made appropriate efforts to comply with the DBE requirements for this contract by making good faith efforts to meet the DBE goal specified in **Document 00485 Disadvantaged Business Enterprise Subcontracting Policy and Procedure**. I am authorized on behalf of the Bidder to submit this certification to the Council. This certification is a material representation of fact on which the Council may rely in awarding the contract.

Bidder Name: _____

By: _____

Date: _____

Name: _____

Title: _____

Note: If the above certification indicates 1) no DBE participation, or 2) DBE participation at less than the DBE goal established in Document 00485 Disadvantaged Business Enterprise Subcontracting Policy and Procedure, the Bidder must complete the following Part B of this form.

PART B

THE FOLLOWING GOOD FAITH EFFORTS WERE TAKEN IN ORDER TO MEET THE DBE PARTICIPATION GOAL FOR THIS CONTRACT (use additional sheets if necessary to supplement the responses and attach them to this form):

(Note: the following is a list of types of actions which will be considered by the Council as a part of the Bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.)

1. Describe Bidder's efforts to include DBEs on solicitation lists and to solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the project. (Include information indicating whether the solicitation of interest took place within sufficient time to allow the DBEs to respond to the solicitation and/or if Bidder took appropriate steps to follow up the initial solicitations.)

2. Describe Bidder's efforts to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal would be achieved. (This includes, where appropriate, breaking out project work items into economically feasible units to facilitate DBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces; and establishing delivery schedules which will encourage DBE participation.)

3. Describe Bidder's efforts to provide interested DBEs with adequate information about the plans, specifications, and requirements of the Invitation for Bids in a timely manner to assist them in responding to a solicitation:

4. Describe Bidder's efforts to negotiate in good faith with interested DBEs. (Include information on the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and information as to why additional agreements could not be reached for DBEs to perform the work.)
5. Describe Bidder's efforts to avoid rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. (The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.)
6. Describe Bidder's efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Invitation for Bids:

7. Describe Bidder's efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services:

8. Describe Bidder's efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractors' groups; local, state, and federal disadvantaged business assistance offices; and other organizations to provide assistance in the recruitment and placement of DBEs, including the U.S. Department of Commerce's Minority Business Development Agency (MBDA):

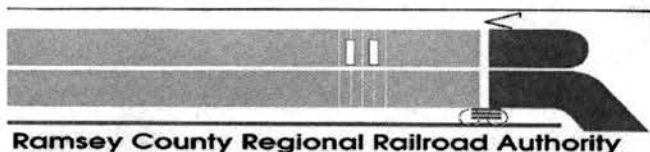
9. Describe other factors or types of efforts used by Bidder in its good faith effort to meet the project DBE goal:

BIDDERS must sign the following certification and attach all documentation of good faith efforts.

CERTIFICATION

On behalf of the Bidder identified below, I certify that I have read the DBE requirements in **Document 00485 Disadvantaged Business Enterprise Subcontracting Policy and Procedure**, and applicable federal regulations cited therein. I further certify that the Bidder has made appropriate efforts to comply with the DBE requirements for this contract by undertaking the efforts documented in this certification. I have enclosed or attached all documentation of the Bidder's efforts to comply with the DBE requirements, on which the Council may rely in determining whether the Bidder has met the good faith efforts requirements. I am authorized on behalf of the Bidder to submit this form and documentation to the Council. This certification is a material representation of fact on which the Council may rely in awarding the contract.

Bidder Name: _____ Date: _____
By: _____
Name: _____
Title: _____



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/15/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Enter into a Contract with Lockridge Grindal Nauen P.L.L.P 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.

On September 22, 2009, RCRRA authorized staff to issue an RFP for Federal intergovernmental relations consulting assistance. Three firms provided proposals. A Proposal Review Committee (PRC) was formed to review the submitted proposals. The PRC was comprised of staff from RCRRA and Ramsey County Intergovernmental Relations Division. The PRC determined the Lockridge Grindal Nauen P.L.L.P proposal was superior in terms of experience of the firm and persons assigned, ability to meet the time line, project requirements, and cost. The PRC chose to decline interviews with the remaining two firms due in part to the high cost of the proposals. Staff recommends entering into a contract with Lockridge Grindal Nauen for an annual retainer not to exceed \$40,000 for a period of five years commencing on or about January 1, 2010.

ACTION REQUESTED

Authorize the County Manager to enter into a five-year contract with Lockridge Grindal Nauen P.L.L.P for federal intergovernmental relations consulting assistance, with direction to staff to return to the Ramsey County Regional Railroad Authority with a completed contract for approval.

SUBJECT: Enter into a Contract with Lockridge Grindal Nauen P.L.L.P for Federal Intergovernmental Relations Consulting Assistance

ATTACHMENTS:

PREVIOUS ACTION:

On September 22, 2009, Resolution R09-37, RCRRA authorized staff to issue an RFP for Federal intergovernmental relations consulting assistance.

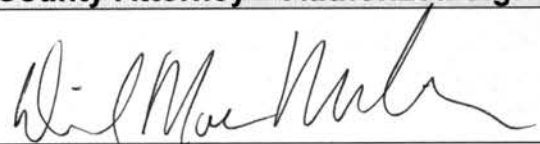
COUNTY MANAGER'S COMMENTS:

Federal representation is critical for the RCRRA in the area of government relations with the federal government and the RCRRA. Federal lobbyists are the RCRRA's eyes and ears in Washington D.C. They have been instrumental in coordinating the RCRRA's efforts in myriad areas that critically affect funding, mandated services and authorization of projects important to Ramsey County.

SUBJECT: Enter into a Contract with Lockridge Grindal Nauen P.L.L.P for Federal Intergovernmental Relations Consulting Assistance

Regional Railroad Authority – Authorized Signature	Date
	12/9/09

Budgeting & Accounting – Authorized Signature	Date
	12/9/09

County Attorney – Authorized Signature	Date
	12/9/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Enter into a Contract with Lockridge Grindal Nauen P.L.L.P 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

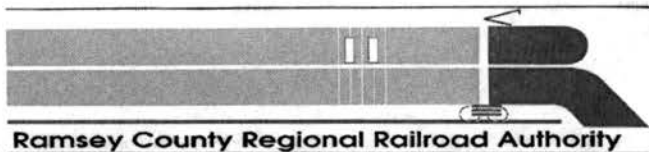
7 WHEREAS, The Ramsey County Regional Railroad Authority has a strong interest in having
8 federal funded assistance in planning and implementation of transit corridors; and
9

10 WHEREAS, The Ramsey County Regional Railroad Authority authorized the issuance of a
11 Request for Proposals for Federal intergovernmental consulting assistance; and
12

13 WHEREAS, A Proposal Evaluation Committee, comprised of staff members from Ramsey
14 County Regional Railroad Authority and Ramsey County, was formed to review proposals from
15 three firms; and
16

17 WHEREAS, The Proposal Evaluation Committee recommends the selection of Lockridge
18 Grindal Nauen P.L.L.P to serve as the Federal intergovernmental consultant to the RCRRA; Now
19 Therefore Be It
20

21 RESOLVED, That the Ramsey County Regional Railroad Authority authorize the County
22 Manager to enter into a five-year contract with Lockridge Grindal Nauen P.L.L.P for federal
23 intergovernmental relations consulting assistance, with direction to staff to return to the Regional
24 Railroad Authority with a completed contract.



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/15/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Enter into a Contract with McGrann Shea Carnival Straughn & Lamb for State Intergovernmental Relations Consulting Assistance

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has an existing contract for state 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 state level 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.

On September 22, 2009, RCRRA authorized staff to issue an RFP for state intergovernmental relations consulting assistance. Four firms provided proposals. A Proposal Review Committee (PRC) was formed to review the submitted proposals. The PRC was comprised of staff from RCRRA, Association of Minnesota Counties and Ramsey County Intergovernmental Relations Division. The PRC interviewed two consultant firms. The PRC was impressed by the McGrann Shea Carnival Straughn & Lamb proposal and interview and determined their proposal provided the best-value in terms of experience of the firm and persons assigned, ability to meet the time line, project requirements, and cost. Staff recommends entering into a contract with McGrann Shea Carnival Straughn & Lamb for an annual retainer not to exceed \$48,000 for a period of five years commencing on or about January 1, 2010.

ACTION REQUESTED

Authorize the County Manager to enter into a five-year contract with McGrann Shea Carnival Straughn & Lamb for state intergovernmental relations consulting assistance, with direction to staff to return to the Ramsey County Regional Railroad Authority with a completed contract for approval.

SUBJECT: Enter into a Contract with McGrann Shea Carnival Straughn & Lamb for State Intergovernmental Relations Consulting Assistance

ATTACHMENTS:

PREVIOUS ACTION:

On September 22, 2009, Resolution R09-38, RCRRA authorized staff to issue an RFP for state intergovernmental relations consulting assistance.

COUNTY MANAGER'S COMMENTS:

State representation is critical for the RCRRA in the area of government relations with the state government and the RCRRA. State lobbyists are the RCRRA's eyes and ears at the State Capitol. They have been instrumental in coordinating the RCRRA's efforts in myriad areas that critically affect funding, mandated services and authorization of projects important to Ramsey County.

SUBJECT: Enter into a Contract with McGrann Shea Carnival Straughn & Lamb for State Intergovernmental Relations Consulting Assistance

Regional Railroad Authority – Authorized Signature	Date
	12/9/09

Budgeting & Accounting – Authorized Signature	Date
	12/9/09

County Attorney – Authorized Signature	Date
	12/9/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Enter into a Contract with McGrann Shea Carnival Straughn & Lamb 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 a strong interest in having
8 state funded assistance in planning and implementation of transit corridors; and

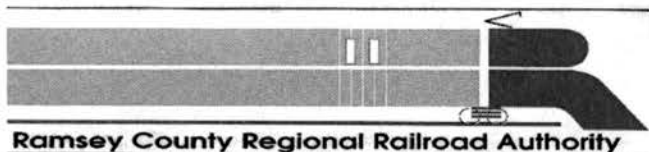
9
10 WHEREAS, The Ramsey County Regional Railroad Authority authorized the issuance of a
11 Request for Proposals for state intergovernmental consulting assistance; and

12
13 WHEREAS, A Proposal Evaluation Committee ("PEC"), comprised of staff members from
14 RCRRA and Ramsey County, was formed to review proposals from four firms; and

15
16 WHEREAS, The PEC interviewed two consultant firms; and

17
18 WHEREAS, The PEC recommends the selection of McGrann Shea Carnival Straughn &
19 Lamb to serve as the state intergovernmental consultant to the RCRRA; Now Therefore Be It

20
21
22 RESOLVED, That the Ramsey County Regional Railroad Authority authorize the County
23 Manager to enter into a five-year contract with McGrann Shea Carnival Straughn & Lamb for state
24 intergovernmental relations consulting assistance, with direction to staff to return to the Regional
Railroad Authority with a completed contract.



5

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/15/09

Regional Railroad Authority Meeting Date: _____

SUBJECT Approve Contract Amendment with Thompson Coburn LLP for legal assistance on the Union Depot and Central Corridor projects.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has an existing \$25,000 contract with Thompson Coburn LLP that expires on December 31, 2009. Thompson Coburn LLP has provided legal assistance to the RCRRA in connection with the County's development of the multi-modal transit facility at the Union Depot in St. Paul and the development of the Central Corridor light rail transit project. Their assistance has focused on the federal requirements applicable to these projects. Thompson Coburn LLP's close relationship with the Federal Transit Administration and other congressional leaders is vital to RCRRA receiving authorization on its transit projects.

Staff is proposing to extend the contract with Thompson Coburn through December 31, 2010 at no additional cost.

ACTION REQUESTED

Authorize the Chair to approve and execute the contract amendment with Thompson Coburn L.L.P. to extend the termination date to December 31, 2010, at no additional cost.

SUBJECT: Approve Contract Amendment with Thompson Coburn LLP for legal assistance on the Union Depot and Central Corridor projects.

ATTACHMENTS:

Amendment to the Agreement between Ramsey County Regional Railroad Authority and Thompson Coburn LLP.

PREVIOUS ACTION:

An agreement with Thompson Coburn LLP is currently in place and expires December 31, 2009.

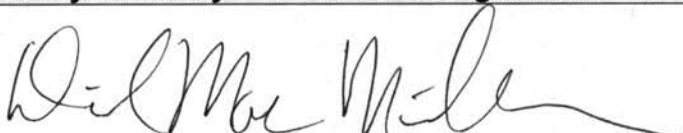
COUNTY MANAGER'S COMMENTS:

The Ramsey County Regional Railroad Authority is the entity that approves Rail Authority contracts, contract extensions, and contract amendments.

SUBJECT: Approve Contract Amendment with Thompson Coburn LLP for legal assistance on the Union Depot and Central Corridor projects.

Regional Railroad Authority – Authorized Signature	Date
	12/9/09

Budgeting & Accounting – Authorized Signature	Date
	12/9/09

County Attorney – Authorized Signature	Date
	12/9/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approve Contract Amendment with Thompson Coburn LLP for legal assistance on the Union Depot and Central Corridor projects.

Draft Resolution

1 WHEREAS, Ramsey County Regional Railroad Authority is the recipient of federal
2 grants for transit projects, and

3
4 WHEREAS, It is advantageous to have specialized technical assistance in the
5 complex area of federal requirements for transit projects; and

6
7 WHEREAS, Ramsey County Regional Railroad Authority has an existing contract with
8 Ed Gill of Thompson Coburn LLP law firm to assist in working with the Federal Transit
9 Administration that expires on December 31, 2009; Now, Therefore, Be It

10
11 RESOLVED, Authorize the Chair to approve and execute the contract amendment
12 with Thompson Coburn L.L.P. to extend the termination date to December 31, 2010, at no
13 additional cost.

SUBJECT: Approve Contract Amendment with Thompson Coburn LLP for legal assistance on the Union Depot and Central Corridor projects.

Draft Resolution

1 WHEREAS, Ramsey County Regional Railroad Authority is the recipient of federal
2 grants for transit projects, and
3

4 WHEREAS, It is advantageous to have specialized technical assistance in the
5 complex area of federal requirements for transit projects; and
6

7 WHEREAS, Ramsey County Regional Railroad Authority has an existing contract with
8 Ed Gill of Thompson Coburn LLP law firm to assist in working with the Federal Transit
9 Administration that expires on December 31, 2009; Now, Therefore, Be It
10

11 RESOLVED, Authorize the Chair to approve and execute the contract amendment
12 with Thompson Coburn L.L.P. to extend the termination date to December 31, 2010, at no
13 additional cost and to delete Section 6 of the Agreement.

**AMENDMENT TO AGREEMENT BETWEEN RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY AND THOMPSON COBURN LLP**

WHEREAS, Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RRA") and Thompson Coburn LLP, Suite 600, 1909 K Street, N.W., Washington, D.C. 20006-1167 ("Contractor") entered into an Agreement dated December 16, 2008, for legal assistance on the Union Depot and Central Corridor projects ("Agreement") and

WHEREAS, the Agreement expires on December 31, 2009, and the RRA wishes to continue services with Contractor and there are still funds available on the existing Agreement; and

WHEREAS, The parties wish to amend the Agreement to extend the term of the contract to December 31, 2010 at no additional cost and to delete Section 6 of the Agreement.

Therefore, the parties agree to amend the Agreement as follows:

Section 3. TIME

Services will be delivered from January 1, 2009 to December 31, 2010.

Section 6. INDEMNIFICATION

This entire section shall be deleted from the original agreement.

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

Wherefore, the parties have executed this Amendment on the last date written below.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

THOMPSON COBURN LLP

Jim McDonough, Chair

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Approval recommended:

Timothy A. Mayasich, Director
Department Name

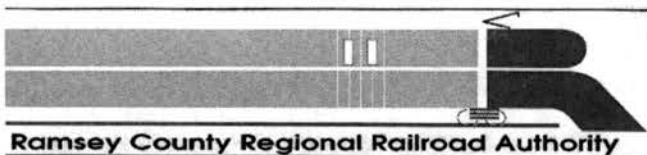
Approved as to form and insurance:

Assistant County Attorney

Purchase Order or
Aspen Vendor Contract Number:

Budgeting and Accounting

6



6

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/15/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Authorize RCRRA funding to the Metropolitan Council to develop an Environmental Assessment for Central Corridor stations at Western, Victoria and Hamline

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) believes that the addition of three stations to the Central Corridor light rail line will improve access to the line for residents and businesses in the area. The current project budget provides for the construction of foundations and other below grade portions of the stations for completion when funding is available.

The Federal Transit Administration (FTA) issued a Record of Decision (ROD) to allow the project to move forward with the station foundations. FTA has recently stated that, since one or more of the stations is expected to be completed during the initial construction of the project, an Environmental Assessment should be done to discuss and disclose any impacts. This would mainly consist of information already compiled as part of the Environmental Impact Statement (EIS) process by the Metropolitan Council.

The consulting firm HDR conducted the Supplemental DEIS and is finishing their contract to do the Final EIS. They have the background and information to do the Environmental Assessment quickly. Metropolitan Council has negotiated a price for the work at \$64,829.57 plus an estimate of \$17,000 for printing of the document for a total of \$81,829.57. HDR has the background to complete the work as quickly as possible to minimize delays to the schedule.

Funds are available in the 2009 RCRRA operating budget.

ACTION REQUESTED

Authorize payment up to \$82,000 to reimburse the Metropolitan Council for the costs to conduct an Environmental Assessment of the three stations in accordance with Federal Transit Administration requirements and timing.

1

SUBJECT: Authorize RCRRA funding to the Metropolitan Council to develop an Environmental Assessment for Central Corridor stations at Western, Victoria and Hamline

ATTACHMENTS:

RCRRA Resolution R08-10

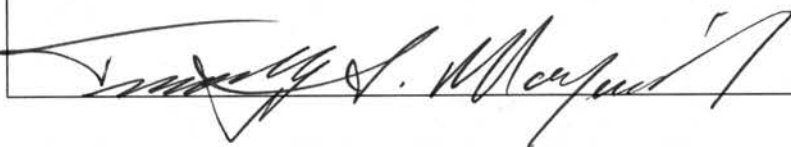
PREVIOUS ACTION:

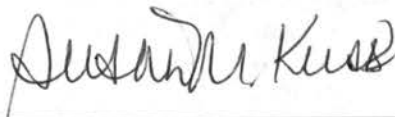
On February 12, 2008, RCRRA passed resolution R08-10 supporting strategies for the successful implementation of the Central Corridor LRT Line, including the addition of the three infill stations as funds become available.

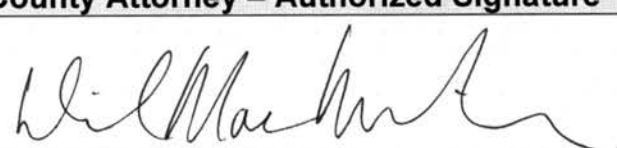
COUNTY MANAGER'S COMMENTS:

RCRRA has been supportive of adding the three stations as soon as possible. This action will allow the stations to be built as funding becomes available.

SUBJECT: Authorize RCRRA funding to the Metropolitan Council to develop an Environmental Assessment for Central Corridor stations at Western, Victoria and Hamline

Regional Railroad Authority – Authorized Signature	Date
	12/9/09

Budgeting & Accounting – Authorized Signature	Date
	12/9/09

County Attorney – Authorized Signature	Date
	12/9/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Authorize RCRRA funding to the Metropolitan Council to develop an Environmental Assessment for Central Corridor stations at Western, Victoria and Hamline

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has advocated for
2 Central Corridor light rail stations at Western, Victoria and Hamline to benefit the citizens of
3 Ramsey County; and
4

5 WHEREAS, The stations were included in the Supplemental and Final Environmental
6 Impact Statements for the project; and
7

8 WHEREAS, The Federal Transit Administration (FTA) has indicated that an Environmental
9 Assessment may be required to allow for the construction of the stations as part of the initial
10 project; and
11

12 WHEREAS, The Metropolitan Council is responsible for conducting the environmental work
13 for the project; and
14

15 WHEREAS, A scope of work, schedule and cost estimate have been developed for the
16 Environmental Assessment; Now Therefore Be It
17

18 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County
19 Manager to provide up to \$82,000 to reimburse the Metropolitan Council for the costs to conduct
20 an Environmental Assessment of the three stations in accordance with Federal Transit
Administration requirements and timing.

RESOLUTION¹

Board of Ramsey County Regional Railroad Authority

Date: February 12, 2008 No.: R08-10

(Page 1 of 3)

WHEREAS, The Ramsey County Board of Commissioners has been a strong and consistent proponent of the need to develop and implement a comprehensive network of transit lines and options for the residents of the County, the region, and the entire State of Minnesota; and

WHEREAS, In keeping with the Commissioners' commitment to the promotion of transit options, they have supported the development of the Central Corridor Light Rail Transit (LRT) Line for the past 20-plus years, through their work as the Ramsey County Regional Rail Authority; and

WHEREAS, During these years, they have been joined by many colleagues, such as the seven metropolitan counties' Metro Transitways Development Board; partners, such as the members of the Eastern Transportation Alliance; community members, such as the members of the LOCATE Task Force, St. Paul Trades and Labor Assembly and the Building Trades; the property taxpayers in Ramsey County; and the residents and businesses along the Line, in the planning, financing, and implementation activities that are necessary to make the Central Corridor LRT Line a reality; and

WHEREAS, They are particularly gratified by the leadership shown by both the Midway and Saint Paul Area Chambers of Commerce and all the members of the Central Corridor Partnership, whose support and hard work have been integral to development of the Line; and

WHEREAS, The Regional Rail Authority has always been supported in their work by a strong financial commitment of the federal government, through members of the Minnesota Delegation, particularly Congresswoman Betty McCollum and Congressman Jim Oberstar, as well as Senators Klobuchar, Coleman, and, before his death, Senator Wellstone; and

WHEREAS, In addition to strong federal leadership, they have the long-term support and guidance of Representative Alice Hausman and all the members of the Ramsey County Legislative Delegation and numerous other friends and allies within the Minnesota Legislature; and

5

RESOLUTION²

Board of Ramsey County Regional Railroad Authority

(Page 2 of 3)

WHEREAS, The Commissioners also wish to recognize and thank Mayor Chris Coleman, Council President Kathy Lantry, and all the members of the Saint Paul City Council for their commitment to the Line's development, recognizing the vitality and economic development it will add to the City, the region, and the State; and

WHEREAS, at this time, The Ramsey County Regional Rail Authority believes it is crucial to express their support for those strategies that they believe are necessary to a successful implementation of the Central Corridor LRT Line. The following statements list these strategies; Now, Therefore, Be It

RESOLVED, That the Central Corridor LRT Line is a critical transit link in the state's current and future transportation system, one that links the Union Depot multi-modal transit hub in downtown Saint Paul – the heart of the East Metro system – with a collection of strong neighborhoods, the Midway shopping area, and the University of Minnesota, before connecting to the West Metro system in downtown Minneapolis; and Be It Further

RESOLVED, Accessibility to all transit options must be enhanced and increased for all persons living and doing business along the entire Corridor, particularly for the most transit-dependent populations, with the construction of this Line; and Be It Further

RESOLVED, The maintenance facility/shop and yards that will be required to accommodate both the Central Corridor Line and the three-car trains to be introduced to the Hiawatha Line will be located in close proximity to the Union Depot Concourse, at the Concourse level and south of Kellogg Boulevard, in Saint Paul. The land for this facility is in the public ownership of the Ramsey County Regional Rail Authority, which, therefore, eliminates the need to take additional land off the tax rolls. Siting the facility on this land will also allow for the Central Corridor's connection to the Concourse to be engineered, at no extra cost to the project, during the current preliminary engineering and final design phases, and constructed by Ramsey County, in concert with other funding partners, as soon as it is needed for future transit connections and use of the site as a multi-modal hub; and Be It Further

RESOLVED, The Central Corridor LRT Line should be constructed to both meet current transit demands in the region and accommodate additional ridership associated with developments, such as those anticipated in the Central Corridor Development Strategy. To that end, University Avenue stations at Western, Victoria, and Hamline Avenues should be designed and the necessary substructure constructed in the current phase to facilitate the build-out of each station, as funds become available, with minimal disruption to LRT operations, University Avenue businesses, and the residents along the Line; and Be It Further

6

RESOLUTION³

Board of Ramsey County Regional Railroad Authority

(Page 3 of 3)

RESOLVED, The construction of at least one of these stations is Ramsey County's highest priority during this phase of building the line, should funds become available in the project budget; and Be It Further

RESOLVED, The project schedule that anticipates the Central Corridor Management Committee making recommendations on major scoping on February 27, 2008, and a New Starts application submitted to the Federal Transit Administration in September 2008, should be met. Each year of delay costs the project \$40 million – money that would be better spent on enhancements to the line than on inflation costs; and Be It Further

RESOLVED, The Regional Rail Authority is committed to continuing to work in a collaborative and problem-solving manner with all its partners in the design of this vital transportation asset, and to respond with real solutions to the project's design and financing challenges in order to meet the timeline outlined by the Governor and Metropolitan Council; and Be It Further

RESOLVED, That the Ramsey County Regional Rail Authority authorizes its representatives to share this resolution with the Chair of the Metropolitan Council, Peter Bell, so that its contents may be used by the Central Corridor Management Committee as it makes scoping recommendations and decisions for this Line.

2-07-08V4

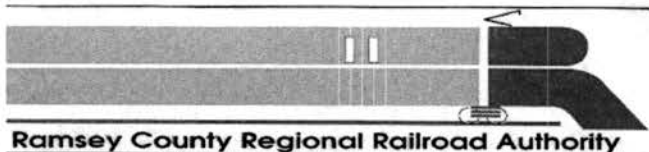
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Jim McDonough, Chair

By: Tony Bennett
Tony Bennett, Secretary

7



7

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/15/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Selection of Construction Manager at Risk/Design Team for Union Depot Rehabilitation

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) and Property Management are requesting RCRRA's approval of the selection of, and authorization to enter into negotiations with, Mortenson Construction for Phase I Construction Manager at Risk/Design services for the Union Depot Multi-Modal Transit Hub project. Per the Brooks Act (P.L. 92-582), a contracting agency shall negotiate a contract with the highest qualified firm. If the agency is unable to negotiate a satisfactory contract with the highest qualified firm, then the agency should undertake negotiations with the second most qualified firm. If the agency is unable to negotiate a satisfactory contract with the second most qualified firm, then the agency should undertake negotiations with the third most qualified firm.

(Continued on Next Page)

ACTION REQUESTED

1. Approve the selection of, and authorization to enter into negotiations with the highest qualified firm, Mortenson Construction, to provide Phase I Construction Manager at Risk/Design Team services for the renovation of the Union Depot Multi-Modal Transit Hub. If the Ramsey County Regional Railroad Authority (RCRRA) is unable to negotiate a satisfactory contract with the highest qualified firm, the RCRRA is authorized to negotiate a contract with the second most qualified firm, PCL, to provide Phase I Construction Manager at Risk/Design Team services for the renovation of the Union Depot Multi-Modal Transit Hub. If RCRRA is unable to negotiate a satisfactory contract with the second most qualified firm, the RCRRA is authorized to negotiate a contract with the third most qualified firm Kraus-Anderson/Christman, to provide Phase I Construction Manager at Risk/Design Team services for the renovation of the Union Depot Multi-Modal Transit Hub.
2. Direct staff to return to the Ramsey County Regional Railroad Authority for approval of a final Phase I contract for Construction Manager at Risk/Design Team services for the renovation of the Union Depot Multi-Modal Transit Hub; and a project budget, a project schedule; and a financing plan.

SUBJECT: Selection of Construction Manager at Risk/Design Team for Union Depot Rehabilitation

EXECUTIVE SUMMARY (continued)

On October 6, 2009, the Ramsey County Regional Railroad Authority (RCRRA) authorized issuing a request for proposals (RFP) for Construction Manager at Risk/Design Team services for the Union Depot Multi-Modal Transit Hub.

The RFP was issued on October 7, 2009. (See **Attachment 1** for a summary of the RFP). The RFP divided the project services into two phases. In Phase I, the Construction Manager at Risk/Design team will collaborate with the RCRRA to complete design through development of construction documents, and will develop Project costing and a Project schedule. At the completion of Phase I services, the successful proposer must provide a Guaranteed Maximum Price ("GMP"). Assuming the parties can agree on the GMP, Phase II involves completion of the Project, including all remaining design and construction.

A preproposal conference and tour was conducted for interested parties on October 19, 2009 and was attended by over 140 people. Proposals were due on November 20, 2009.

Proposals were received from six (6) Construction Manager at Risk/Design teams. As outlined in the RFP, the five-member Initial Proposal Evaluation Team was made up of representatives from the Ramsey County Regional Railroad Authority, County Manager's Office, Public Works Department, Washington County Regional Railroad Authority, and City of Saint Paul Public Works Department. See **Attachment 2** for the names of the Initial Proposal Evaluation Team members. The Initial Proposal Evaluation Team members independently reviewed and rated each proposal using the evaluation criteria outlined in the RFP (See **Attachment 2**), the County Board approved RFP Evaluation and Selection Process, and the Brooks Act. See **Attachment 3** for a summary of the evaluation and selection process used by the Initial Proposal Evaluation Team. The Oral Interview Evaluation Team then conducted oral interviews with the three highest rated proposer teams: Kraus-Anderson with Miller Dunwiddie, Mortenson with HGA, and PCL with BWBR Architects. After considering all of the information, including information from references, the Oral Interview Evaluation Team reached consensus in selecting the Construction Manager at Risk/Design team of Mortenson Construction, for Phase I services. The Ramsey County Regional Railroad Authority and Property Management Department concur with the recommendation of the Evaluation Teams and are requesting Ramsey County Regional Railroad Authority approval of the selection of, and authorization to enter into negotiations with, Mortenson Construction for Phase I Construction Manager at Risk/Design services for the Union Depot Multi-Modal Transit Hub project.

SUBJECT: Selection of Construction Manager at Risk/Design Team for Union Depot Rehabilitation

ATTACHMENTS:

Attachment 1: Summary of Request for Proposals

Attachment 2: Evaluation teams members, RFP Selection Criteria, and Oral interview questions

Attachment 3: Summary of evaluation and selection process

PREVIOUS ACTION:

On October 6, 2009, RCRRA passed resolution R09-42 authorizing issuance of a request for proposals for Union Depot Construction Manager at Risk/Design Team Services.

COUNTY MANAGER'S COMMENTS:

This action will allow the Union Depot Multi-Modal Transit Hub Project to proceed on a schedule that keeps the project on track and provides the best option for Federal stimulus funding.

SUBJECT: Selection of Construction Manager at Risk/Design Team for Union Depot Rehabilitation

Regional Railroad Authority – Authorized Signature

Date

Frank S. Mayers

12/9/09

Budgeting & Accounting – Authorized Signature

Date

Jessie M. Kuer

12/9/09

County Attorney – Authorized Signature

Date

Will MacMaster

12/9/09

Property Management – Authorized Signature

Date

Julio Mayne

12-9-09

Information Services – Authorized Signature

Date

Other – Authorized Signature

Date

SUBJECT: Selection of Construction Manager at Risk/Design Team for Union Depot Rehabilitation

DRAFT RESOLUTION

1 WHEREAS, On October 6, 2009, the Ramsey County Regional Railroad Authority
2 authorized issuing a request for proposals (RFP) for Construction Manager at Risk/Design Team
3 services for the Union Depot Multi-Modal Transit Hub; and
4

5 WHEREAS, Proposals were received on November 20, 2009 and evaluated by staff from
6 RCRRA, Ramsey County, the City of Saint Paul, Washington County, and the Minnesota
7 Department of Transportation; and
8

9 WHEREAS, The results of the evaluation process recommended Mortenson Construction
10 as the top-ranked proposal; and
11

12 WHEREAS, The Ramsey County Regional Railroad Authority and Property Management
13 Department are requesting Ramsey County Regional Railroad Authority approval of the selection
14 of, and authorization to enter into negotiations with, Mortenson Construction for Phase I
15 Construction Manager at Risk/Design services for the Union Depot Multi-Modal Transit Hub
16 project; Now Therefore Be It
17

18 RESOLVED, That the Ramsey County Regional Railroad Authority (RCRRA) approves the
19 selection of, and authorization to enter into negotiations with the highest qualified firm, Mortenson
20 Construction, to provide Phase I Construction Manager at Risk/Design Team services for the
21 renovation of the Union Depot Multi-Modal Transit Hub. If the RCRRA is unable to negotiate a
22 satisfactory contract with the highest qualified firm, the RCRRA is authorized to negotiate a
23 contract with the second most qualified firm, PCL, to provide Phase I Construction Manager at
24 Risk/Design Team services for the renovation of the Union Depot Multi-Modal Transit Hub. If
25 RCRRA is unable to negotiate a satisfactory contract with the second most qualified firm, the
26 RCRRA is authorized to negotiate with the third most qualified firm Kraus-Anderson/Christman, to
27 provide Phase I Construction Manager at Risk/Design Team services for the renovation of the
28 Union Depot Multi-Modal Transit Hub; and
29

30 RESOLVED, That the Ramsey County Regional Railroad Authority direct staff to return to
31 the Ramsey County Regional Railroad Authority for approval of a final Phase I contract for
32 Construction Manager at Risk/Design Team services for the renovation of the Union Depot Multi-
33 Modal Transit Hub; and a project budget, a project schedule; and a financing plan.

Selection of Construction Manager at Risk/Design Team for Union Depot Rehabilitation**SUMMARY OF REQUEST FOR PROPOSALS ("RFP")**

The RFP for Construction Manager at Risk/Design Team Services for the Union Depot Multi-Modal Transit Hub was issued on October 7, 2009.

The RFP depicted the Ramsey County Regional Railroad Authority ("RCRRA") needs and concepts of the proposed Minnesota's Union Depot Intermodal Transportation and Transit Hub in Saint Paul, Minnesota. The purpose of this project is to rehabilitate and reuse Minnesota's Union Depot in Saint Paul as a multi-modal transportation and transit hub. The intent is to restore the historic grandeur of the Union Depot structures and create a vibrant, state-of-the-art transit center that conveniently links multiple transit modes. Services would be provided in two (2) phases:

Phase I: Will result in a design of sufficient detail to permit the successful proposer to arrive at a Guaranteed Maximum Price ("GMP") for Phase II.

Phase II: Will include development of construction documents, bidding multiple packages and providing complete construction phase services, including construction management.

Specific Phase I Services were described in the RFP to include, but not be limited to:

1. Inspection of the existing facility and its surrounding area that will be impacted by the overall project.
2. Conducting design work sessions with the Owner's Project Team to review the scope of the Project with regard to layout, function and operational needs.
3. Providing complete Schematic Design ("SD") for the overall project, including structural, civil, architectural, mechanical, and electrical systems. The Schematic Design Phase services will also include preparation of: a site design (track, platforms and all other street level elements of the overall project); building plans and elevations; space planning and mechanical and electrical system designs.
4. Providing Design Development ("DD") Phase services based on the approved Schematic Design package. Include civil, structural, mechanical and high and low voltage electrical systems designs, along with a cost estimate that forms the basis for the GMP. The Design Development Plans shall be advanced to approximately 30% design level to allow for the development of the GMP.
5. All design phase (SD and DD) deliverables that comply with all applicable federal, state, and local building codes, statutes, regulations, and requirements.
6. Submitting progressively updated and refined estimates of the Cost of the Work to the Owner's Project Team. These estimates must be based on conceptual estimating techniques that are reliable enough to form the basis for subsequent design decisions. At each phase, the successful proposer shall advise the Owner's Project Team of any adjustments to previous cost estimates indicated by changes in Project requirements or general market conditions.

7. Participating with Owner's Project Team in Project presentations to the various stakeholders associated with the project. The successful proposer will be required to provide appropriate presentation graphics at these meetings.
8. Coordinating geotechnical investigations, site surveys, and other testing and inspection of the site as necessary throughout this phase of the Project.
9. Assisting the Owner's Project Team in determining the most advantageous site development and construction sequencing process for the Project.
10. At the end of Phase I, providing the Owner's Project Team with a complete Phase II Agreement including Guaranteed Maximum Price (GMP).

Specific Phase II Services were described in the RFP to include, but not be limited to (A fully developed Scope of Services for the Phase II work of this project will be prepared and agreed to following the acceptance of the above stated GMP's for the project.):

1. Preparing Final Design and Construction Documents for the overall project. Construction Documents will be developed and finalized in such a packaging manner as to allow for the design and construction of the overall project to meet the schedule goals of the RCRRA.
2. Construction of the overall project.
3. Obtaining all necessary permits and approvals that are required for the construction of the overall project.

Selection of Construction Manager at Risk/Design Team for Union Depot Rehabilitation**INITIAL RFP EVALUATION TEAM MEMBERS:**

Steve Morris	Ramsey County Regional Rail
Mary Karcz	Ramsey County Manager's Office
Ted Schoenecker	Washington County Regional Rail
Jim Tolaas	Ramsey County Public Works Department
Mike Klassen	City of Saint Paul Public Works

RFP SELECTION CRITERIA:

- The **quality** of the proposal including, without limitation, its completeness in addressing the requirements of this RFP and Scope of Work, the work plan and schedule submitted as a part of the proposal, and demonstrated grasp of the work required for this project.
- The **qualifications** of the proposer including, without limitation, general qualifications, specialized qualifications and professional competence in areas directly related to this RFP, and successful completion of similar projects.
- The **experience** of the Proposer on similar projects with the RCRRA or with others including, without limitation, any references provided by the Proposer.

ORAL INTERVIEW EVALUATION TEAM MEMBERS:

Tim Mayasich	Ramsey County Regional Rail Authority
Connie Catlin	Ramsey County Managers Office
Ken Haider	Ramsey County Public Works Department
John Maczko	Saint Paul Public Works Department
Dave Christianson	Minnesota Department of Transportation
Harry Melander	Saint Paul Building Trades Council
Jolly Mangine	Ramsey County Property Management

ORAL INTERVIEW QUESTIONS:**Question 1.**

The Union Depot "Head House" is a partially occupied building. Tenants include: condominium owners, a restaurant, and an event location for weddings. Describe your approach to working with the various tenants during the design phase and construction phase services.

Question 2.

Please discuss, in detail, your team's approach to this project. Walk us through the steps you will take in Phase I and what level of detail you will provide us at the point to which you provide a Gross Maximum Price (GMP).

Question 3.

Over the next three years, the Union Depot will be impacted by two major construction projects at the same time: The Central Corridor Light Rail Transit Project on 4th Street and Plaza, and Lafayette Bridge Replacement Project on the easterly side of the property. Discuss how these projects will impact the Union Depot project and what steps you would take to mitigate the impacts.

Question 4.

The Union Depot is on the National Historical Register.

- Discuss your team's experience dealing with SHPO and other preservation groups.
- Discuss how the designation of the Union Depot on the National Historical Register will impact the project scope of work, schedule, and costs for the Union Depot project.

Selection of Construction Manager at Risk/Design Team for Union Depot Rehabilitation**SUMMARY OF EVALUATION AND SELECTION PROCESS**

On October 6, 2009, the Ramsey County Regional Railroad Authority (RCRRA) authorized issuing a request for proposals (RFP) for Construction Manager at Risk/Design Team services for the Union Depot Multi-Modal Transit Hub.

On October 7, 2009 the City-County division of Contracts and Analysis Services issued a RFP for Construction Manager at Risk/Design Team services for the Union Depot Multi-Modal Transit Hub. A preproposal conference and tour was held on October 19, 2009 with approximately 140 potential team members in attendance. Proposals were submitted by six firms on the November 20, 2009 due date. Each proposal included a significant number of subcontractors. The lead construction and design firms were as follows:

- Adolfson and Peterson with Architectural Alliance
- Knutson Construction
- Kraus-Anderson/Christman with Miller Dunwiddie
- Mortenson with HGA
- PCL with BWBR Architects
- Ryan with Perkins and Will

The proposal from Knutson was deemed non-responsive and was not considered since it did not provide separate pricing information as called for in the RFP.

The Initial Evaluation Team (see **Attachment 2**) members read and ranked each proposal independently over a 5-day period, before meeting together to share scores and select teams for oral interviews. Based upon the combined scores of the Initial Evaluation Team, three (3) Construction Manager at Risk/Design teams were interviewed on December 8, 2009 by the Oral Interview Evaluation Team (see **Attachment 2**). The 3 teams interviewed were as follows:

- Kraus-Anderson/Christman with Miller Dunwiddie
- Mortenson with HGA
- PCL with BWBR Architects

Each team was given 50 minutes to respond to the questions provided, 20 minutes to respond to questions from the panel, and 5 minutes for closing comments to the panel. Prior to the oral interviews, reference checks were made on the 3 teams and the responses were made available to the evaluation team after the presentations.

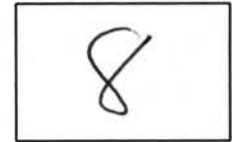
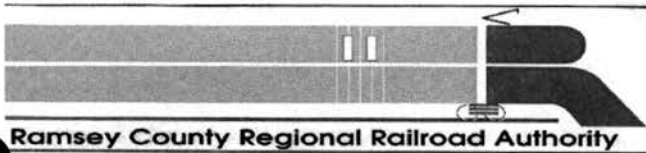
EVALUATION TEAM RECOMMENDATION

The Oral Interview Evaluation Team reached consensus in recommending the team of Mortenson Construction with HGA for the following:

- The Mortenson Construction team through their written and oral presentations demonstrated their experience, resources and national expertise in transportation design and historic restoration.
- The Mortenson Construction team is complementary with each other and has worked together on similar large, complex, restorative public projects with clear roles and responsibilities.
- The Mortenson Construction team has significant experience performing renovation and construction in occupied facilities. They understand the regulatory requirements for Federal projects. They developed a comprehensive schedule to deliver Phase I design and GMP by September 28, 2010.
- Key members of the Mortenson Construction team know the neighborhood stakeholders and vagary of agencies to communicate the projects intent and ensure the project design fits into and compliments the Lowertown neighborhood and economic development.

The final ranking of the teams is as follows:

1. Mortenson Construction with HGA
2. PCL with BWBR Architects
3. Kraus-Anderson/Christman with Miller Dunwiddie



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/15/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approval of the 2010/2011 Ramsey County Regional Railroad Authority (RCRRA) Budget and the 2010 RCRRA Tax Levy

EXECUTIVE SUMMARY

The RCRRA certified a proposed maximum levy of \$19,938,811 for 2010 on September 8, 2009. The proposed \$19,938,811 levy is a 0% increase from last year's levy of \$19,938,811.

The proposed 2010 RCRRA budget is \$49,825,476. The proposed 2011 RCRRA budget is \$154,700,534. Significant events, which influence the levy and 2010/2011 budgets are:

1. Installment payments for acquisition of the Union Depot Concourse;
2. Renovation and reconstruction of the Union Depot;
3. Construction of the Central Corridor light rail transit line;

The proposed 2010/2011 RCRRA budgets are consistent with the plan for capital improvements that the RCRRA agreed to in 2005.

ACTION REQUESTED

Adopt the following resolution titled RCRRA 2010-2011 Budget and 2010 Tax Levy.

SUBJECT: Approval of the 2010/2011 Ramsey County Regional Railroad Authority (RCRRA) Budget and the 2010 RCRRA Tax Levy

ATTACHMENTS:

Proposed 2010/2011 RCRRA Budget

PREVIOUS ACTION:

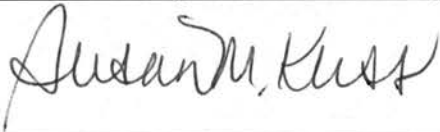
RCRRA certified a proposed maximum levy of \$19,938,811 for 2010 on September 8, 2009.

COUNTY MANAGER'S COMMENTS:

The RCRRA is required to approve the 2010/2011 RCRRA Budget and 2010 RCRRA Tax Levy.

SUBJECT: Approval of the 2010/2011 Ramsey County Regional Railroad Authority (RCRRA) Budget and the 2010 RCRRA Tax Levy

Regional Railroad Authority – Authorized Signature	Date
	12/9/09

Budgeting & Accounting – Authorized Signature	Date
	12/9/09

County Attorney – Authorized Signature	Date
	12/9/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approval of the 2010/2011 Ramsey County Regional Railroad Authority (RCRRA) Budget and the 2010 RCRRA Tax Levy

RCRRA 2010-2011 Budget and 2010 Tax Levy

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

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

WHEREAS, The Director of the Ramsey County Regional Railroad Authority, on September 8, 2009, submitted the 2010 – 2011 Proposed Budget and 2010 tax levy of \$19,938,811; and

WHEREAS, The Truth in Taxation Law requires the Ramsey County Regional Railroad Authority to certify a maximum net tax levy to the County Auditor on or before September 15; and

WHEREAS, The Ramsey County Regional Railroad Authority certified a maximum net tax levy of \$19,938,811 for 2010 by Resolution R09-36, on September 8, 2009, to finance the 2010 budget; and

WHEREAS, The Ramsey County Regional Railroad Authority increased the allowance for uncollectible taxes to 2.25% for non-debt service funds; and

WHEREAS, The Ramsey County Regional Railroad Authority wishes to continue to improve access to transit services in the region with other agencies, including the Metropolitan Council and other county regional railroad authorities; Now, Therefore Be It

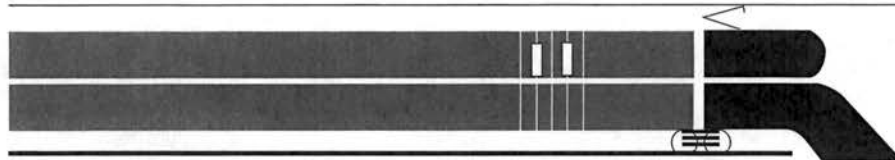
RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the 2010 budget of \$49,825,476; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the 2011 budget of \$154,700,534; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves that there be and hereby is levied in the year 2010 to be collected in the year 2010, a levy on all taxable properties in Ramsey County of \$19,938,811 as summarized below:

	RCRRA Operations	CIP	2010 RCRRA Total
Gross Budget	\$ 3,325,476	\$46,500,000	\$ 49,825,476
Less – Revenues	- 482,378	- 26,800,000	- 27,282,378
Subtotal	\$ 2,843,098	\$ 19,700,000	\$ 22,543,098
Minus– Fund Balance	-	- 3,043,038	- 3,043,038
Subtotal	\$ 2,843,098	\$16,656,962	\$19,500,060
Plus – Estimated Tax Delinquency	+ 63,969	+ 374,782	+ 438,751
Total Tax Levy	\$ 2,907,067	\$ 17,031,744	\$19,938,811

Department Summary



Ramsey County Regional Railroad Authority

DEPARTMENT MISSION

REGIONAL RAILROAD AUTHORITY

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

PROGRAMS / SERVICES

Ramsey County Regional Railroad Authority is comprised of the seven elected Ramsey County Commissioners.

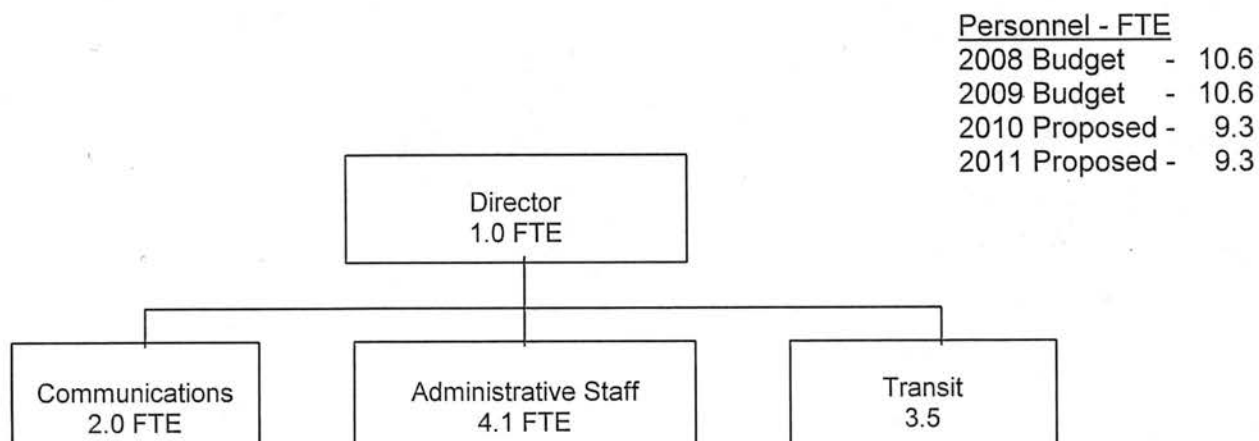
The Ramsey County Regional Railroad Authority recognizes the importance of transit to the mobility of people in the county and its importance in maintaining a strong economy in the county. For those reasons, the Railroad Authority plans, advocates, designs, communicates, educates, coordinates, implements, operates, preserves and funds transit options in Ramsey County.

The Ramsey County Regional Railroad Authority performs its activities because of the needs for mobility, to improve transportation affordability, to mitigate traffic congestion, to enhance environmental quality and because the economic health of the county depends on accessibility to jobs, services and recreation.

CRITICAL SUCCESS INDICATOR

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

2009 ORGANIZATION CHART



Department Summary

Ramsey County Regional Railroad Authority

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

BUDGET SUMMARY

	2008 Actual	2009 Approved	2010 Proposed	2011 Proposed
Expenditure/Appropriation	17,393,846	32,708,558	49,825,476	154,700,534
Revenue/Estimated Revenue	3,792,232	16,475,400	27,282,378	136,283,445
Proceeds from Bonds	-	-	-	-
Subtotal Budget Levy	13,601,614	16,233,158	22,543,098	18,417,089
Fund Balance	5,341,903	3,314,695	(3,043,038)	1,082,971
RCRRA Tax Levy	18,943,517	19,547,853	19,500,060	19,500,060
Allowance for Uncollectible Taxes	-	390,958	438,751	438,751
Total RCRRA Tax Levy	19,938,811	19,938,811	19,938,811	19,938,811

Inc/(Dec) from Previous Year - -
 % Inc/-Dec from Previous Year 0.0% 0.0%

Inc/(Dec) for 2 Years - -
 % Inc/-Dec for 2 Years 0.0%

TAX LEVY SUMMARY BY BUDGET

	2008 Actual	2009 Approved	2010 Proposed	2011 Proposed
OPERATING BUDGET				
Total Expenditure/Appropriation	1,805,561	3,908,558	3,325,476	3,200,534
Total Revenue/Estimated Revenue	292,232	475,400	482,378	483,445
Subtotal Budget Levy	1,513,329	3,433,158	2,843,098	2,717,089
Fund Balance	-	-	-	-
Operating Tax Levy	1,513,329	3,433,158	2,843,098	2,717,089
Allowance for Uncollectible Taxes	-	68,664	63,969	61,134
Total Operating Tax Levy	1,513,329	3,501,822	2,907,067	2,778,223

Inc/(Dec) from Previous Year (594,755) (128,844)
 % Inc/-Dec from Previous Year -17.0% -4.4%

Inc/(Dec) for 2 Years (723,600)
 % Inc/-Dec for 2 Years -20.7%

CAPITAL PROJECTS

Total Capital Projects Appropriation	15,588,285	28,800,000	46,500,000	151,500,000
Total Revenue/Estimated Revenue	3,500,000	16,000,000	26,800,000	135,800,000
Proceeds from Bonds	-	-	-	-
Subtotal Capital Budget Levy	12,088,285	12,800,000	19,700,000	15,700,000
Fund Balance	5,341,903	3,314,695	(3,043,038)	1,082,971
Capital Tax Levy	17,430,188	16,114,695	16,656,962	16,782,971
Allowance for Uncollectible Taxes	-	322,294	374,782	377,617
Total Capital Tax Levy	17,430,188	16,436,989	17,031,744	17,160,588

Inc/(Dec) from Previous Year 594,755 128,844
 % Inc/-Dec from Previous Year 3.6% 0.8%

Inc/(Dec) for 2 Years 723,599
 % Inc/-Dec for 2 Years 4.4%

Department Summary

Ramsey County Regional Railroad Authority

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

Code	Title	2008 Actual	2009 Approved	2010 Proposed	2011 Proposed
OPERATING BUDGET					
150101	Regional Railroad Administration	1,595,447	1,705,274	1,754,960	1,903,853
150201	Central Corridor	55,483	350,000	188,100	188,100
150301	Union Depot	78,635	1,284,550	545,000	545,000
150401	Diagonal Property - Roseville	-	10,000	5,000	5,000
150402	NE Corridor Maintenance Kellogg to Beam	63,901	91,234	81,416	82,581
150403	TCAAP	144	27,000	-	-
150501	Rush Line Corridor	9,496	167,500	57,000	57,000
150601	Red Rock Corridor	646	16,000	16,000	41,000
150701	Robert Street Corridor	1,163	31,000	56,000	56,000
150801	I-94 East	646	226,000	251,000	251,000
150901	High Speed Rail	-	-	56,000	56,000
151001	Riverview Corridor	-	-	315,000	15,000

Total Expenditure/Appropriation RCRA	1,805,561	3,908,558	3,325,476	3,200,534
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REVENUE/ESTIMATED REVENUE & FUND BALANCE SUMMARY BY DIVISION

Code	Title	2008 Actual	2009 Approved	2010 Proposed	2011 Proposed
OPERATING BUDGET					
150101	Regional Railroad Administration	246,393	400,000	175,000	175,000
150301	Union Depot	34,542	20,000	293,978	295,045
150402	NE Corridor Maintenance Kellogg to Beam	11,002	50,000	13,000	13,000
150403	TCAAP	-	5,000	-	-
150501	Rush Line Corridor	295	400	400	400
Total Revenue/Estimated Revenue		292,232	475,400	482,378	483,445

Fund Balance	-	-	-	-
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RCRA OPERATING TAX LEVY SUMMARY

Tax Levy	1,513,329	3,433,158	2,843,098	2,717,089
Allowance for Uncollectible Tax	-	68,664	63,969	61,134
Net Tax Levy	1,513,329	3,501,822	2,907,067	2,778,223

Inc/(Dec) from Previous Year	(594,755)	(128,844)
% Inc/-Dec from Previous Year	-16.98%	-4.43%

Inc/(Dec) for 2 Years	(723,599)
% Inc/-Dec for 2 Years	-20.66%

Department Summary

Ramsey County Regional Railroad Authority

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY 17801 - CAPITAL PROJECTS

EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

Code	Title	2008 Actual	2009 Approved	2010 Proposed	2011 Proposed
CAPITAL PROJECTS					
150280	Central Corridor PE	-	9,300,000	-	2,200,000
150380	Union Depot	15,588,285	18,000,000	45,000,000	147,800,000
150480	Property Acquisition	-	1,500,000	1,500,000	1,500,000
	Total Capital Projects	15,588,285	28,800,000	46,500,000	151,500,000
Inc/(Dec) from Previous Year				17,700,000	105,000,000
% Inc/-Dec from Previous Year				61.5%	364.6%
Inc/(Dec) for 2 Years					122,700,000
% Inc/-Dec for 2 Years					426.0%

REVENUE/ESTIMATED REVENUE & FUND BALANCE SUMMARY BY DIVISION

Code	Title	2008 Actual	2009 Approved	2010 Proposed	2011 Proposed
CAPITAL PROJECTS					
150380	Proceeds from Bonds	-	-	-	-
150380	Special Projects	3,500,000	16,000,000	26,800,000	135,800,000
	Total Capital Projects	3,500,000	16,000,000	26,800,000	135,800,000
Inc/(Dec) from Previous Year				10,800,000	109,000,000
% Inc/-Dec from Previous Year				67.5%	681.3%
Inc/(Dec) for 2 Years					119,800,000
% Inc/-Dec for 2 Years					748.8%

RCRRA CAPITAL TAX LEVY SUMMARY

Subtotal Capital Budget Levy	12,088,285	12,800,000	19,700,000	15,700,000
Fund Balance	5,341,903	3,314,695	(3,043,038)	1,082,971
Tax Levy	17,430,188	16,114,695	16,656,962	16,782,971
Allowance for Uncollectible Tax	-	322,294	374,782	377,617
Net Tax Levy	17,430,188	16,436,989	17,031,744	17,160,588

Inc/(Dec) from Previous Year		594,755	128,844
% Inc/-Dec from Previous Year		3.6%	0.8%
Inc/(Dec) for 2 Years			723,599
% Inc/-Dec for 2 Years			4.4%

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Department Summary

Ramsey County Regional Railroad Authority

PERSONNEL SUMMARY BY DIVISION

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Permanent FTE	2008 Budget	2009 Budget	2010 Proposed	2011 Proposed
Director	1.00	1.00	1.00	1.00
Administrative Secretary II	1.00	1.00	1.00	1.00
Senior Transportation Planner	1.00	1.00	1.00	1.00
Transit Project Manager	1.00	1.00	1.00	1.00
Administrative Assistant III	0.60	0.60	0.80	0.80
Public Information Associate	1.00	1.00	1.00	1.00
Engineer IV	1.00	1.00	1.00	1.00
Engineering Tech IV	0.50	0.50	0.00	0.00
Planning Specialist I	0.00	0.00	1.00	1.00
Communications Manager	1.00	1.00	1.00	1.00
R/W Specialist	0.50	0.50	0.50	0.50
Accountant III	1.00	1.00	0.00	0.00
Clerk Typist	1.00	1.00	0.00	0.00
Total FTE	10.60	10.60	9.30	9.30
Inc/(Dec) from Previous Year			(1.30)	-
Inc/(Dec) for 2 Years			(1.30)	(1.30)

Department Summary

Ramsey County Regional Railroad Authority

MAJOR CHANGES

REGIONAL RAILROAD AUTHORITY

Listed below are the major items that have contributed to changes in the Department's appropriation and financing over the previous year.

2010 PROPOSED BUDGET

Description	2010 Budget	2010 Financing	2010 Levy
Inc/(Dec) from 2009 Budget	17,116,918	17,164,711	(47,793)
% Inc/-Dec from 2009 Budget	52.3%	104.2%	-0.2%
1 Central Corridor Transit Improve Decrease	(9,300,000)		(9,300,000)
2 Union Depot Transit Improvement Increase	27,000,000	10,800,000	16,200,000
3 Personal Services Increase	609,461		609,461
4 Consulting Services Decrease	(109,924)		(109,924)
5 County Project Mgmt Services Decrease	(362,239)		(362,239)
6 County Manager Services Increase	130,267		130,267
7 Interest on Investments (Revenue)		(225,000)	225,000
8 Central Corridor Consulting Serv Decrease	(71,400)		(71,400)
9 Central Corridor Ct Proj Mgmt Serv Decrease	(75,000)		(75,000)
10 Union Depot Other Prof Services Decrease	(650,000)		(650,000)
11 Union Depot Buildings & Struct/Rep Increase	258,400		258,400
12 Union Depot Utilities Decrease	(400,000)		(400,000)
13 Union Depot Assessments Increase	65,000		65,000
14 Union Depot Rental of Land Inc (Revenue)		273,978	(273,978)
15 Rush Line Equipment & Machinery Decrease	(105,000)		(105,000)
16 Riverview Consulting Services Increase	300,000		300,000
17 Use of Fund Balance		6,357,733	(6,357,733)
TOTALS	17,289,565	17,206,711	82,854

2011 PROPOSED BUDGET

Description	2011 Budget	2011 Financing	2011 Levy
Inc/(Dec) from 2010 Proposed Budget	104,875,058	104,875,058	-
% Inc/-Dec from 2010 Proposed Budget	210.5%	384.4%	0.0%
18 Central Corridor Transit Improve Increase	2,200,000		2,200,000
19 Union Depot Transit Improvement Increase	102,800,000	109,000,000	(6,200,000)
20 Building and Office Space Increase	53,000		53,000
21 Riverview Consulting Services Decrease	(300,000)		(300,000)
22 Contribution to Fund Balance		(4,126,009)	4,126,009
TOTALS	104,753,000	104,873,991	(120,991)

NET MAJOR CHANGE 2009 / 2011

122,042,565	122,080,702	(38,137)
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Department Summary

Ramsey County Regional Railroad Authority

EXPLANATIONS OF MAJOR CHANGES

REGIONAL RAILROAD AUTHORITY

	2010 Budget	2010 Financing	2010 Levy
1. Central Corridor Transit Improvement Decrease	(9,300,000)		(9,300,000)

Central Corridor payment expectations have been delayed and there is a sufficient amount budgeted from previous years to meet 2010 RCRRA obligations.

	2010 Budget	2010 Financing	2010 Levy
2. Union Depot Transit Improvement Increase	27,000,000	10,800,000	16,200,000

Renovations will begin in 2010 on the Union Depot Multi-modal Transit Hub.

	2010 Budget	2010 Financing	2010 Levy
3. (Personal Services) Salaries, Taxes and Benefits Increase	609,461		609,461

Prior to 2008, RCRRA salaries and benefits were paid through Public Works and RCRRA was charged through Public Works. In 2008, line items were assigned in the RCRRA budget for payroll (post 2008-2009 budget approval). These are new line items (formerly County Project Mgmt Serv). The increase is also due to salary increases and increases in fringe benefit accounts such as insurance, pension, and payroll taxes.

	2010 Budget	2010 Financing	2010 Levy
4. Consulting Services Decrease	(109,924)		(109,924)

Spending out of the Consulting Services line item hasn't kept pace with what has been budgeted in the past.

Department Summary

Ramsey County Regional Railroad Authority

	2010 Budget	2010 Financing	2010 Levy
5. County Project Mgmt Services Decrease	(362,239)		(362,239)

Payroll is now paid from the Personal Services line items (see above).

	2010 Budget	2010 Financing	2010 Levy
6. County Manager Services Increase	130,267		130,267

Lobbying and Public Communications services have increased.

	2010 Budget	2010 Financing	2010 Levy
7. Interest on Investments Decrease		(225,000)	225,000

Reduced estimated revenue due to low interest rate earning on investments and use of cash.

	2010 Budget	2010 Financing	2010 Levy
8. Central Corridor Consulting Services Decrease	(71,400)		(71,400)

Spending out of the Consulting Services line item hasn't kept pace with what has been budgeted in the past.

Department Summary

Ramsey County Regional Railroad Authority

	2010 Budget	2010 Financing	2010 Levy
9. Central Corridor County Project Management Services Decrease	(75,000)		(75,000)

Spending out of the County Project Management Services line item hasn't kept pace with what has been budgeted in the past.

	2010 Budget	2010 Financing	2010 Levy
10. Union Depot Other Professional Services Decrease	(650,000)		(650,000)

Professional Services needed for the Union Depot will be paid by the capital project budget or another operating line item, if applicable.

	2010 Budget	2010 Financing	2010 Levy
11. Union Depot Buildings & Structures/Repairs Increase and Rental of Land Increase	258,400		258,400

Estimated costs of operating the Union Depot building. Included in the estimate are building management services, janitorial services, utilities, etc. These costs are offset by revenues collected from the parking ramp and rent from lease holders in the building.

	2010 Budget	2010 Financing	2010 Levy
12. Union Depot Utilities Decrease	(400,000)		(400,000)

These costs are now estimated in the Union Depot Buildings and Structures/Repairs.

Department Summary

Ramsey County Regional Railroad Authority

	2010 Budget	2010 Financing	2010 Levy
13. Union Depot Assessments Increase	65,000		65,000

Assessments of RCRRA owned property have continued to increase. Most of the Union Depot properties assessed lie on Kellogg Boulevard.

	2010 Budget	2010 Financing	2010 Levy
14. Union Depot Rental of Land Increase (Revenue)		273,978	(273,978)

Estimated revenues of operating the Union Depot building and revenues from Kellogg parking lots. Included in the estimate for operating the Union Depot are revenues collected from the Union Depot parking ramp and rent from lease holders in the building.

	2010 Budget	2010 Financing	2010 Levy
15. Rush Line Equipment and Machinery Decrease	(105,000)		(105,000)

In 2009, funds were budgeted to operate the Rush Line Corridor bus service for one year. These funds are not being budgeted for a subsequent year.

	2010 Budget	2010 Financing	2010 Levy
16. Riverview Consulting Services Increase	300,000		300,000

Funds are being requested to set up a budget for a Riverview study, with the City of St. Paul and Mn/DOT also contributing \$300,000 each to the study.

	2010 Budget	2010 Financing	2010 Levy
17. Use of Fund Balance		6,357,733	(6,357,733)

Fund balance will be needed for the Union Depot project in 2010.

Department Summary

Ramsey County Regional Railroad Authority

	2011 Budget	2011 Financing	2011 Levy
18. Central Corridor Transit Improvement Increase	2,200,000		2,200,000

Central Corridor payment expectations have been delayed and most of the 2011 payment obligations have been budgeted from previous years to meet them.

	2011 Budget	2011 Financing	2011 Levy
19. Union Depot Transit Improvement Increase	102,800,000	109,000,000	(6,200,000)

Renovations and construction costs will begin in 2010 and will be completed by 2012 on the Union Depot Multi-Modal Transit Hub. Financing revenues are estimated to come from federal funds.

	2011 Budget	2011 Financing	2011 Levy
20. Building and Office Space Increase	53,000		53,000

A move is anticipated for staff from Regional Railroad Authority. An estimate was given by the Property Management Department for a move from the West Building to the Union Depot.

	2011 Budget	2011 Financing	2011 Levy
21. Riverview Consulting Services Decrease	(300,000)		(300,000)

A one-time request for funds will be sought in 2010 to set up a budget for a Riverview Study with the City of St. Paul and Mn/DOT also contributing \$300,000 each to the study.

	2011 Budget	2011 Financing	2011 Levy
22. Contribution to Fund Balance		(4,126,009)	4,126,009

Sufficient revenue will be received to cover appropriations for 2011.

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Department Summary

Ramsey County Regional Railroad Authority

PROGRAM / SERVICE ALLOCATION (2010 PROPOSED)

REGIONAL RAILROAD AUTHORITY

Program / Service	Mand./ Discr.	2010 Proposed			
		FTE's	Budget	Financing	Levy
Administration (RCRRA)	D	6.14	1,754,960	175,000	1,579,960
Central Corridor Prelim Engineering	M	0.75	188,100	-	188,100
Union Depot	D/M	0.60	545,000	293,978	251,022
Other Corridor Projects	D	1.81	837,416	13,400	824,016
Capital Projects					
Union Depot	D/M	0.00	45,000,000	26,800,000	18,200,000
Central Corridor PE	M	0.00	-	-	-
Property Acquisition	D	0.00	1,500,000	-	1,500,000
Fund Balance	D	0.00	-	3,043,038	(3,043,038)
		9.30	49,825,476	30,325,416	19,500,060

SUMMARY

		Levy %	FTE's	Budget	Financing	Levy
Total Mandated	M	1.0%	0.75	188,100	-	188,100
Total Mandated/Discretionary	M/D	0.0%	0.00	-	-	-
Total Discretionary/Mandated	D/M	94.6%	0.60	45,545,000	27,093,978	18,451,022
Total Discretionary	D	4.4%	7.95	4,092,376	3,231,438	860,938
Total Legal Obligations	LO	0.0%	0.00	-	-	-
			9.30	49,825,476	30,325,416	19,500,060
2009 Approved Budget			10.60	32,708,558	13,160,705	19,547,853
Inc/(Dec) from 2009 Year			(1.3)	17,116,918	17,164,711	(47,793)
% Inc/(Dec) from 2009 Year			-12.3%	52.3%	130.4%	-0.2%

KEY: M = Program and Service Level is Mandated; M/D = Program is Mandated, Service Level is Discretionary;
D/M = Program is Discretionary, Service Level is Mandated; D = Program and Service Level is Discretionary

Department Summary

Ramsey County Regional Railroad Authority

PROGRAM / SERVICE ALLOCATION (2010 PROPOSED)
CHANGE FROM 2009 BUDGET

REGIONAL RAILROAD AUTHORITY

Program / Service	Change from 2009 Budget			
	FTE's	Budget	Financing	Levy
Administration (RCRRA)	0.74	49,686	(225,000)	274,686
Central Corridor Preliminary Engineering	(1.49)	(161,900)	-	(161,900)
Union Depot	(0.29)	(739,550)	273,978	(1,013,528)
Other Corridor Projects	(0.26)	268,682	(42,000)	310,682
Capital Projects				
Union Depot	0.00	27,000,000	10,800,000	16,200,000
Central Corridor PE	0.00	(9,300,000)	-	(9,300,000)
Property Acquisition	0.00	-	-	-
Debt Service	0.00	-	-	-
Fund Balance	0.00	-	6,357,733	(6,357,733)
Inc(Dec) from 2009 Year	(1.30)	17,116,918	17,164,711	(47,793)
% Inc(Dec) from 2009 Year	-12.3%	52.3%	104.2%	-0.2%

Department Summary

Ramsey County Regional Railroad Authority

PROGRAM / SERVICE ALLOCATION (2011 PROPOSED)

REGIONAL RAILROAD AUTHORITY

Program / Service	Mand./ Discr.	FTE's	2011 Proposed		
			Budget	Financing	Levy
Administration	D	6.24	1,903,853	175,000	1,728,853
Central Corridor Prelim Engineering	M	0.72	188,100	-	188,100
Union Depot	D/M	0.58	545,000	295,045	249,955
Other Corridor Projects	D	1.76	563,581	13,400	550,181
Capital Projects					
Union Depot	D/M	0.00	147,800,000	135,800,000	12,000,000
Central Corridor PE	M	0.00	2,200,000	-	2,200,000
Property Acquisition	D	0.00	1,500,000	-	1,500,000
Fund Balance	D	0.00	-	(1,082,971)	1,082,971
		9.30	154,700,534	135,200,474	19,500,060

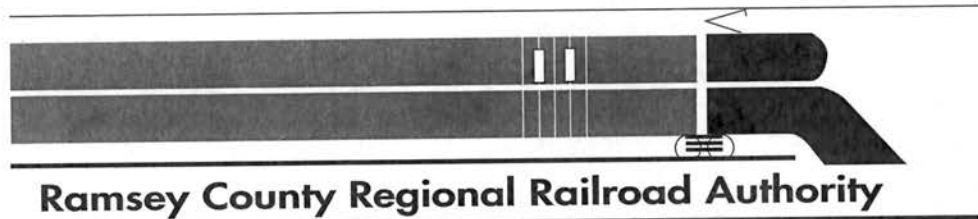
SUMMARY

		Levy %	FTE's	Budget	Financing	Levy
Total Mandated	M	12.2%	0.72	2,388,100	-	2,388,100
Total Mandated/Discretionary	M/D	0.0%	0.00	-	-	-
Total Discretionary/Mandated	D/M	62.8%	0.58	148,345,000	136,095,045	12,249,955
Total Discretionary	D	24.9%	8.00	3,967,434	(894,571)	4,862,005
Total Legal Obligations	LO	0.0%	0.00	-	-	-
			9.30	154,700,534	135,200,474	19,500,060
2010 Proposed Budget			9.30	49,825,476	30,325,416	19,500,060
Inc/(Dec) from 2010 Year			-	104,875,058	104,875,058	0
% Inc/(Dec) from 2010 Year			0.0%	210.5%	345.8%	0.0%

KEY: M = Program and Service Level is Mandated; M/D = Program is Mandated, Service Level is Discretionary;
D/M = Program is Discretionary, Service Level is Mandated; D = Program and Service Level is Discretionary

18

Department Summary

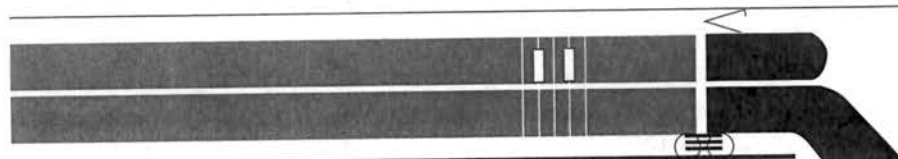


PROGRAM / SERVICE ALLOCATION (2011 PROPOSED)
CHANGE FROM 2010 PROPOSED BUDGET

REGIONAL RAILROAD AUTHORITY

Program / Service	Change from 2010 Proposed Budget			
	FTE's	Budget	Financing	Levy
Administration (RCRRA)	0.10	148,893	-	148,893
Central Corridor Preliminary Engineering	(0.03)	-	-	-
Union Depot	(0.02)	-	1,067	(1,067)
Other Corridor Projects	(0.05)	(273,835)	-	(273,835)
Capital Projects				
Union Depot	0	102,800,000	109,000,000	(6,200,000)
Central Corridor PE	0	2,200,000	-	2,200,000
Property Acquisition	0	-	-	-
Debt Service	0	-	-	-
Fund Balance	0	-	(4,126,009)	4,126,009
Inc(Dec) from 2010 Year	0.00	104,875,058	104,875,058	-
% Inc(Dec) from 2010 Year	0.0%	210.3%	384.4%	0.0%

Department Summary



Ramsey County Regional Railroad Authority

CRITICAL SUCCESS INDICATOR & PERFORMANCE MEASURES

REGIONAL RAIL AUTHORITY

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

PERFORMANCE MEASURES – HIGHLIGHTS

The Railroad Authority is creating a multi-modal transit hub at the historic Union Depot. A purchase agreement with the United States Postal Service (USPS) for the purchase of the concourse area was completed in April of 2008. Conceptual engineering and an environmental assessment have been completed. Purchase of the Union Depot Headhouse took place in June 2009. Possession of the concourse is expected by the end of 2010 and the first phase of the project will open in 2012.

The Railroad Authority completed an Alternatives Analysis/Draft Environmental Impact Statement for the Central Corridor light rail project in 2006. The Federal Transit Administration approved the project for preliminary engineering in December 2006. Preliminary engineering is being conducted by the Metropolitan Council with the cooperation of the Railroad Authority and other project partners. It will be completed in 2009 and the project will enter final design. Construction will begin in 2010 and completed in 2014.

Recent Railroad Authority performance continues to be consistent with the long-term funding strategy adopted by the Railroad Authority in 2005.

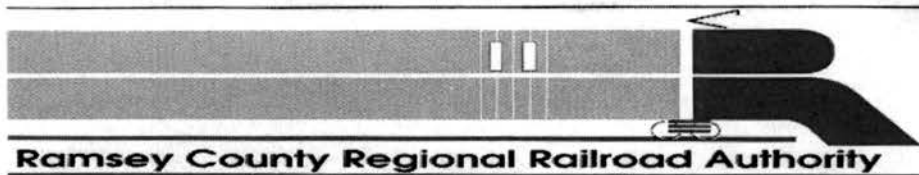
The 2008 Legislature authorized the metro area counties to create a County Transit Improvements Board (CTIB). Ramsey County is one of five counties participating in this organization. CTIB will provide funding for transitway capital improvements and operations.

PERFORMANCE MEASURES

#	Performance Measures	2007	2008	2009	2010	2011
		Actual	Actual	Estimate	Estimate	Estimate
1	Depot Concourse Purchase agreement executed		4/08			
2	Purchase Union Depot Head House			6/09		
3	Depot Preliminary engineering/final design			11/09		
4	Union Depot Concourse renovation begins				1/10	
5	Central Corridor authorized for final design			11/09		
6	Corridor Planning				On-going	
7	Acquire Right-of-way		8/08 \$3.62M			

PERFORMANCE MEASURES - DISCUSSION

1. The Union Depot Multi-modal Transit Hub will become the heart of future transportation in the east metro. In its first phase, the Depot will serve Amtrak, regional and inter-city buses, and the Central Corridor light rail line.
2. RCRRA purchased the Union Depot Head House in June 2009.
3. Depot Preliminary engineering/final design work will begin in the fall of 2009.
4. In early 2010, renovation of the Union Depot will begin.
5. The Central Corridor light rail project received authorization from the Federal Transit Administration to conduct preliminary engineering. The work is being conducted by the Metropolitan Council with funding from Ramsey and Hennepin counties, state bonding, and the federal government. Completion is expected in 2009. The Railroad Authority will monitor project development to make certain that the project meets the needs of the public. The project should begin final design in early 2009 and construction in 2010.
6. Corridor planning work will continue on Red Rock, Rush Line, Robert Street, I-94, Intercity Passenger Rail (High Speed Rail), Riverview, and other projects to provide improved transit options for citizens.
7. Railroad right-of-way that may be needed for future transportation corridors may be acquired, if available.



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

November 17, 2009

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

.....
ROLL CALL and Call to Order

AGENDA of the November 17, 2009 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Issue a Request for Proposals for Building Management Services at the Union Depot

Board Action Requested:

Authorize the County Manager to issue a Request for Proposals to provide Building Management Services at the Union Depot, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance and evaluation for Requests for Proposals, with direction to staff to return to the Regional Railroad Authority Board with a recommendation for selection of a vendor.

2. Consent to a Conservation Easement Agreement for the Union Depot between Ramsey County and the United States Postal Service

Board Action Requested:

- 1) Accept the Conservation Easement from the United States Postal Service to Ramsey County.
- 2) Authorize the Chair of the Ramsey County Regional Railroad Authority to execute the Consent and Subordination section recognizing the Conservation Easement.

(Continued)

3. Adopt a Section 106 Programmatic Agreement Regarding Rehabilitation of the Union Depot Multi-Modal Transportation Hub

Board Action Requested:

- 1) Approve the Programmatic Agreement Regarding the Rehabilitation of the Union Depot Multi-Modal Transportation Hub
- 2) Authorize the Chair of the Ramsey County Regional Railroad Authority to sign the Programmatic Agreement.

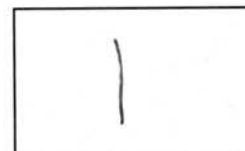
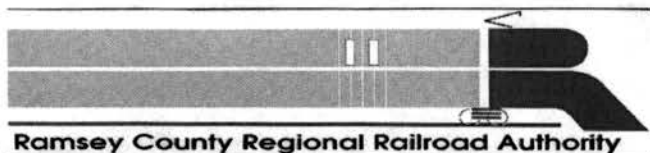
4. Negative declaration of potential environmental effects of the Union Depot Multi-Modal Transit Hub project

Board Action Requested:

That the Ramsey County Regional Railroad Authority makes the following specific findings of fact:

1. The Ramsey County Regional Railroad Authority is the Responsible Governmental Unit for preparation of environmental review of the project.
2. A Federal Environmental Assessment (EA) was prepared and distributed to the State of Minnesota Environmental Quality Board Environmental Review Program Distribution List on August 24, 2009.
3. Two public hearings were held on the EA on September 9, 2009, and the comment period ended on October 8, 2009.
4. RCRRA staff has reviewed the comments received.
5. In considering the type, extent, and reversibility of the environmental effects of the project, there will be no significant environmental effects resulting from the proposed development of the Union Depot Multi-Modal Transit Hub as proposed.

ADJOURNMENT



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 11/17/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Issue a Request for Proposals to provide Building Management Services at the Union Depot

EXECUTIVE SUMMARY

Since the purchase of the Union Depot head house in the summer of 2009, building management services have been provided by Welsh Companies on an interim basis until the end of February 2010. A Request for Proposals has been developed to select a firm to provide those services for a five-year period. The services include general facility management, general building operations and maintenance, cleaning, and security for the facility as described in the Request for Proposals.

ACTION REQUESTED

Authorize the County Manager to issue a Request for Proposals to provide Building Management Services at the Union Depot, in a form to be approved by the County Attorney's Office, in accordance with the County Board policies and procedures on issuance and evaluation for Requests for Proposals, with direction to staff to return to the Regional Railroad Authority Board with a recommendation for selection of a vendor.

SUBJECT: Issue a Request for Proposals to provide Building Management Services at the Union Depot

ATTACHMENTS:

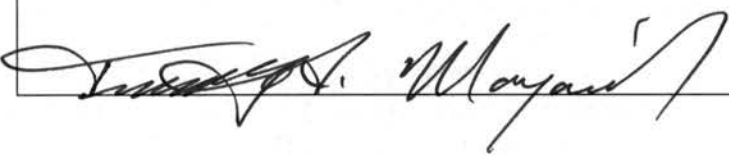
Draft Request for Proposals for Building Management Services at the Union Depot.

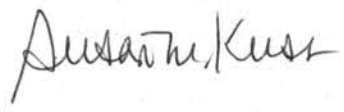
PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

The current building management services provider was put in place on a temporary basis when the head house was purchased. This request for proposals will provide a competitive selection process for these services.

SUBJECT: Issue a Request for Proposals to provide Building Management Services at the Union Depot

Regional Railroad Authority – Authorized Signature	Date
	11/12/09

Budgeting & Accounting – Authorized Signature	Date
	11/16/09

County Attorney – Authorized Signature	Date
	11/16/09

Property Management – Authorized Signature	Date
	10-12-09

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Issue a Request for Proposals to provide Building Management Services at the Union Depot

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) is developing the
2 historic Union Depot as a multi-modal transit and transportation hub; and

3
4 WHEREAS, The RCRRA has purchased the Union Depot Head House; and

5
6 WHEREAS, Since the purchase of the Union Depot head house in the summer of 2009,
7 building management services have been provided by Welsh Companies on an interim basis until
8 the end of February 2010; and

9
10 WHEREAS, A Request for Proposal has been developed to select a firm to provide those
11 services for a five-year period; and

12
13 WHEREAS, The services include general facility management, general building operations
14 and maintenance, cleaning and security for the facility as described in the request for proposals;
15 now therefore be it

16
17 RESOLVED, That the RCRRA authorizes the County Manager to issue a Request for
18 Proposals to provide Building Management Services at the Union Depot, in a form to be approved
19 by the County Attorney's Office, in accordance with the County Board policies and procedures on
20 issuance and evaluation for Requests for Proposals, with direction to staff to return to the Regional
21 Railroad Authority Board with a recommendation for selection of a vendor.
22

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: November 17, 2009 No.: R09-48

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

WHEREAS, The RCRRA has purchased the Union Depot Head House; and

WHEREAS, Since the purchase of the Union Depot head house in the summer of 2009, building management services have been provided by Welsh Companies on an interim basis until the end of February 2010; and

WHEREAS, The RCRRA will decide on the best approach to providing these services in early 2010; now therefore be it

RESOLVED, That the RCRRA authorizes the County Manager to extend the contract for building management services with Welsh Companies until May 31, 2010 so that a new Request for Proposals reflecting any required changes in approach can be developed.

Ramsey County Regional Railroad Authority

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

Jim McDonough, Chair

By: _____
Tony Bennett, Secretary

REQUEST FOR PROPOSALS

**REQUEST FOR PROPOSALS
FOR
Building Management Services at
Ramsey County Union Depot
November 2009**

Project No. RRA. 101

Proposals Due: 2:00pm December 15, 2009
Pre-Proposal Conference: 10:00AM November 30, 2009

Request For Proposals:

- I Project Information**
- II Scope of Services**
- III Evaluation and Selection**
- IV General Conditions**

APPENDIX:

- A. Cleaning Specifications**
- B. Security Specifications**
- C. General Terms and Conditions**



**REQUEST FOR PROPOSALS
FOR
Building Management Services at
Ramsey County Union Depot**

I. PROJECT INFORMATION

A. GENERAL STATEMENT

Ramsey County ("County") is seeking a qualified and experienced professional facility management firm ("FM") to provide a full range of professional management services, including the maintenance and operations at the following facility:

Ramsey County Union Depot (UD) 214 East 4th Street, Saint Paul, MN 55101

The Ramsey County Union Depot is a notable public building located in the Capital City's downtown area. Completed in 1923, this three-story building is a neoclassical structure placed on a 20-acre block bounded by Sibley street, East Fourth street, Wacouta street, and Kellogg Boulevard. The Union Depot which was named to the National Register of Historic Places in 1974 comprises of approximately 185,710 gross square feet from which 147,530 gross square feet belongs to Ramsey County. This includes a two-level 101,360 square foot parking structure below the building and the first floor and mezzanine areas of 46,170 gross square feet, from which 10,148 square feet is leased by Christos restaurant. The building is also connected to the downtown skyway system.

B. MANAGEMENT FEE STRUCTURE AND DELIVERY OF SERVICES

All proposers must provide a management fee structure, transition plan, and on-going management plan to deliver Facility Management Services which shall include, but not limited to, executive management, property accounting, contractor insurance, employee education, credit line costs, overhead and profit.

C. TERM OF CONTRACT

The term of the agreement resulting from this RFP process shall be five (5) years beginning on or about March 1, 2010 through February 28, 2015, or until earlier terminated. The agreement resulting from this proposal may be extended for up to an additional two (2) years under the same or better terms.

D. PRE-SUBMISSION INFORMATION

1. Questions and requests for additional information shall be submitted in writing on or before 4:00 p.m. December 3, 2009, to:

Susan Feuerherm, Value Analyst III
Saint Paul and Ramsey County Division of Contracts and Analysis Services
280 City Hall/Court House
15 West Kellogg Boulevard
Saint Paul, MN 55102
FAX: 651-266-8919

2. Ramsey County and Division of Contracts and Analysis Services employees are not authorized to discuss this project other than at the pre-proposal conference.
3. Any responses to questions and requests for additional information will be provided via written addendum. Proposers shall rely only on information contained in the RFP and any addenda.
4. The County reserves the right to interview any or all Proposers at its discretion.
5. The County reserves the right to cancel this request at any time.

E. PROPOSAL TIMETABLE

Issuance of RFP		November 17, 2009
Pre-Proposal Conference & Tour	10:00 AM	November 30, 2009
Deadline for Written Questions	by 4:00 PM	December 3, 2009
Proposal Due	by 2:00 PM	December 14, 2009

II. SCOPE OF SERVICES

1. General Facility Management Services

Assist County management and provide the services necessary to support the management and operations of the Union Depot facility as following;

- a. Supervise and direct the business associated or related to the daily operation of the facility thereof.
- b. Employ either directly or through an affiliated entity all necessary employees to successfully manage and operate the property. All staff assigned to the property shall be subject to approval by the County and must pass a BCA background check.
- c. Collect all monthly rents, rental percentages, common area maintenance charges, sales tax, rental escalations, parking charges and fees, operating expense reimbursements, real estate taxes, insurance premiums or stops, utility charges, HVAC charges, and any other payment due from tenants and privately-owned parcels located on site.
- d. Make and execute contracts on behalf of the County for utilities, telephone, pest extermination, elevator service, security services, janitorial services, HVAC maintenance, and/or other necessary services, with the County's prior approval and/or as provided in the operational budget. Purchase equipment, tools, appliances, materials, and supplies

necessary to properly maintain the facility. Such purchases shall be made in the name of the County and executed on County's behalf.

- e. Secure bids for services and goods of behalf of the County and use best efforts to obtain discounts, commissions, or rebates obtainable as a result of such a purchases and obtain the lowest possible prices as are consistent with good quality workmanship and services. All service contracts entered into on behalf of the County shall contain a thirty (30) day cancellation clauses unless County approves said contract in advance.
- f. Investigate all incidents or accidents which give rise, or may give rise, to a claim for damages relating to the ownership, operation and maintenance of the property, including any damage or destruction to the property, and notify the County in writing within one (1) business day of such incidents or accidents. Cooperate with and make all reports as required or authorized by County.
- g. Provide an executive manager or account manager to represent the firm, attend periodic management meetings and provide executive support in the delivery of services.

2. Financial Management/Property Accounting

Within the established budget, provide the required services, including but not limited to:

- a. Obtain and maintain separate checking accounts to process all bills.
- b. Provide a line of credit sufficient enough to cover one and one half times the monthly budget. In 2010, the Union Depot annual budget is approximately \$300,000.00 and estimated average monthly expenditures of \$25,000.00.
- c. Approve, sign off, and code all invoices, assuring sufficient detail and back-up information for contractor, subcontractor, mark-up, labor, materials, etc is provided.
- d. Maintain an accounting system that will allow the delivery of financial reports on a monthly and yearly basis, track accounts using specific account codes, and produce monthly invoices to the satisfaction of Ramsey County Property Management in a timely manner.
- e. The following is a list of financial reports that are required on a monthly basis:
 - Budget Report
 - Operating Statement and variance report
 - Rent Roll
 - Operating and percentage report
 - Bank reconciliation
 - Check register
 - General Ledger
 - Revenue collection statement
 - Payroll accounting / Processing
- f. The County reserves the right to require additional reports on a schedule to be determined by the County.
- g. All invoicing to the County for reimbursement of operating expenses should be done on a monthly basis and include only those expenses that have been paid for in the invoiced month. The invoice should include the following information in an organized manner:
 - 1. A summary of each account for the invoice period including the vendor, the amount and the description of each expense paid for, followed by the total for the account.
 - 2. The following support documentation is required for each account:
 - a. Summary of each account for the invoice period including the vendor, the amount and the check number of each expense paid for, followed by the total for that account.

- b. A copy of the check for each disbursement.
- c. A copy of the bill.
- i. It is the Contractor's responsibility to process bills in a timely manner to avoid late charges. The County will not pay for late fees incurred due to the vendor's failure to process bills in a timely manner. On average there are about 60 invoices per month.

3. General Building Operation and Maintenance

Maintain and operate the building, parking ramp, equipments, common areas, and grounds of the property to include, but not limited to, interior and exterior cleaning, remodeling, plumbing, carpentry, electrical, and all other maintenance and repair work as needed. Assist the County in safely and efficiently operating, scheduling and maintaining the facility's physical plants and systems, use preventive maintenance, maintenance and repair techniques generally accepted by the industry and manufacturer's recommendations.

5. Janitorial Services

The facility is to be cleaned according to the attached specifications (See Appendix A). The selected Facility Management firm must agree to retain the current Janitorial Services vendor a minimum of three (3) months under the current contract conditions. Before the end of the three (3) months the Facility Management Firm will make a recommendation for Janitorial Services.

6. Security Services

Security Services are to be delivered according to the attached specifications. (See Appendix B) The selected Facility Management firm must agree to retain the current Security Services vendor a minimum of three (3) months under the current contract conditions. Before the end of the three (3) months, the Facility Management Firm will make a recommendation for Security Services.

7. Grounds keeping/plowing

Assist the County in improving and maintaining in a safe manner the building grounds and landscape. Provide the seasonal care necessary to maintain a safe and well-groomed exterior landscape.

8. Parking

Assist the County in managing the facility-parking lots/spaces in accordance with Ramsey County guidelines, collect revenues, and comply with applicable ADA and Handicap requirements. Provide staff as needed to monitor parking, collect revenues, and perform tasks as needed per County's direction.

9. Trash removal and recycling

Assist the County in managing waste collection and disposal, maximize recycling collection, and comply with all hazardous waste regulations.

10. 24 hour emergency on-call

Assist the County in maintaining a schedule and procedure for emergency on-call services 24 hours a day, 7 days a week.

11. Hazardous Waste Management

Assist the County in developing procedures and providing training to staff in the identification, handling, clean up and proper disposal of hazardous waste encountered in the facility. Obtain and maintain the necessary permits and license and MSDS information.

12. Annual budget

Assist the County in preparing and submitting an annual budget in format and schedule provided by the County for County review and approval.

13. Capital recommendations

Assist the County in creating, and/or updating a 6 year capital plan, review and forecast the facility needs and make recommendations for capital improvements.

14. Policy and procedure manuals

Assist the County in developing, updating, and maintaining a Policies and Procedures Manual for building services staff.

15. Tenant service manuals

Assist the County in developing, updating, and maintaining Tenant Services Manual.

16. Staff Supervision/Training

Assist the County in providing the necessary supervision and training to develop and maintain a customer service oriented and professional staff.

17. Emergency Procedures

Assist the County in developing, updating, and maintaining an Emergency Procedures Manual, maps, and training for building services staff and Ramsey County tenants.

18. Manage Service and Maintenance contracts

Assist the County in obtaining and maintaining competitive service and maintenance contracts for such services as: elevators, UPS Systems, pest control, snow removal.

19. Indoor Air Quality

Assist the County in managing and operating the facility to assure Indoor Air Quality standards are met or exceeded and make recommendations for improvements. Provide on-going staff training; assist Ramsey County with monitoring, testing and implementation of improvements.

20. Obtain and Maintain Necessary licenses and Permits

Assist the County in submitting reports to EPA, OSHA, and MPCA as required to comply with the applicable City, County, State and Federal regulations.

21. Computerized Preventive Maintenance System

Assist the County in fully implementing the program currently used at the West Building. Perform preventive maintenance specified by the equipment manufacturer and according to industry standards on the building, building equipment and all electrical, mechanical and plumbing systems. Develop maintenance schedules, work orders, and track history and submit annual reports.

22. Computerized Work Order System (SRS)

Assist the County by implementing the program the Computerized Work Order System (SRS) currently used by Property Management at the County-Owned facilities. Log all tenant work requests, develop history and submit annual reports.

23. Utility tracking / 3 year comparison

Assist the County in fully implementing program at the Union Depot Building. Track and compare monthly utility usage, utilize weather data to normalize consumption and make recommendations and implement ideas and procedures for reducing utility costs.

24. Warranty Administration

Assist Ramsey County in management of building and equipment warranties. Assure contractors comply with terms and delivery of warranty services.

25. Systems and Equipment Test

Assist the County in conducting checkout of the facility systems and equipment to verify proper operation per construction contract.

26. Construction Punch-list Tracking

Assist Ramsey County with development, tracking and completion of construction punchlist items. Work with General contractor and sub-contractors to complete work according to construction specifications.

27. Inventory Building Equipment

Assist the County in compiling a list of all building equipment. Provide description, location, area served, make, model, size, capacity, service frequency and other information necessary for general building inventory maintenance records history.

III. EVALUATION AND SELECTION

A. TIMETABLE

1. Non-mandatory pre-proposal conference

A non-mandatory pre-proposal conference will be held at the Great Hall located in Ramsey County Union Depot 214 E. 4th Street Saint Paul, MN

DATE: Monday November 30, 2009

TIME: 10:00 AM

2. Deadline for questions

DATE: Thursday December 3, 2009

TIME: 4:00 PM

3. Proposal due date

A complete proposal must be received on or before **2:00 PM on Monday, December 14, 2009.**

B. VALID PROPOSAL

1. Proposal Contents.

In order to be considered a valid proposal, each proposal response must contain the following, tabbed in the following order:

- a. A statement outlining the firms understanding of the overall services and responsibilities for the Ramsey County Union Depot.
- b. A statement detailing how the staffing plan will be achieved for the facility.
- c. A transition plan detailing goals and objectives for:
 - 30 days prior to take over.
 - The first 30, 60 and 90 days of the contract.
 - 1 Year goals.
- d. Describe any customer service improvements or cost savings measures instituted at other facilities managed by your firm.
- e. Provide a list of four (4) previous or current clients of proposer firm, particularly for multi-tenant facilities, and any experience with other government or public agencies.
- f. Identify the Executive Manager or Account Manager who would be assigned to the project(s), provide a statement describing his/her qualifications, experience with similar projects. List two (2) references for those projects including: contact person's name, title, address, and phone number.
- g. Provide a monthly management fee for the term of the contract. Management fee shall include; executive management, property accounting, contractor insurance, employee education, credit line costs, overhead and profit, and all applicable taxes.
- h. Identify other services your firm offers, i.e., real estate, construction, leasing, space planning, etc.

2. Withdrawal of Proposals/Changes

The proposal may be withdrawn on written request of the proposer prior to the scheduled time for proposal submission. Negligence on the part of the proposer in preparing the proposal confers no right to withdraw the proposal after the final submission date and time. The proposer may modify the proposal prior to the final proposal submission date. Proposals submitted become public property after the final submission date, and will not be returned.

3. Proposal Preparation.

All proposal responses shall include one (1) original response, and six (6) copies of the proposal. The first page of the original proposal shall be clearly identified as the original, and shall include the original signature of the officers that will be accountable for all representations. Unsigned proposals may be considered invalid.

To facilitate proposal opening, the original only shall be sealed in a separate envelope or box. The name, address and RFP number should be clearly marked on the outside. The remaining six copies may be wrapped or boxed together.

C. EVALUATION

1. Proposer Selection

Evaluation of the proposals and a recommendation to the Ramsey County Regional Rail Authority will be made by a review team. The review team will consists of representatives from the various Ramsey County departments. Ramsey County reserves the right to include additional representatives on the review team.

2. The County reserves the right to reject any or all proposals which do not, in the County's judgement, serve the best interests of the County. The County is not obligated to accept the lowest cost proposal.
3. Each proposal will be evaluated based upon the following criteria:
 - a. Proposer's understanding of required services and delivery.
 - b. Proposer's staffing plan.
 - c. Detail and thoroughness in describing transition plan, provide goals and objectives for the:
 - 30 days prior to take over.
 - The first 30, 60 and 90 days of the contract.
 - 1 year goals.
 - d. Proposer's proven ability to provide similar services in a satisfactory manner and within budget.
 - e. Qualifications and experience of proposer's management staff.
 - f. Cost of monthly management fee for the term of the contract, for each of the three options.
4. The County reserves the right to request oral interviews from any or all proposers at its discretion. The firms selected for interviews will be provided an interview outline prior to the interview date.
5. The Ramsey County Regional Rail Authority Rail Authority will make the final decision based upon the recommendations of the review team and the County Manager.
6. The County reserves the right to accept other than the lowest cost proposal, to reject all proposals, and to waive minor irregularities in the proposal request process. Proposals must be valid for ninety (90) days.

D. CONTRACT AWARD

A contract, including the information contained in this RFP and the successful proposer's response, will be executed between the successful proposer and the County.

IV. GENERAL CONDITIONS

RC General Terms and Conditions (Appendix C)

RAMSEY COUNTY UNION DEPOT CLEANING SPECIFICATIONS

The Contractor/vendor is to furnish trained and competent personnel; all workers are to have the benefit of at least one full work shift of orientation in/on their work site. During that time they are to be directly instructed in their assigned duties by the vendor's supervisor.

While on duty or in the building all personnel must be in uniform and wearing a clearly visible picture ID identifying the company and employee.

Custodial Services Levels

MAIN ENTRANCE:

- Spot clean entrance doors and glass removing fingerprints 5 X /week
- Sweep exterior entry areas and stairs as needed 5 X /week
- Remove trash and clean out ash urns. Spot wipe as needed 5 X /week
- Spot swipe/mop entry thresholds 5 X /week
- Dust all door frames and ledges 5 X/ week
- Damp mop or entire hard surface area 5 X/ week
- Dust all directories, high and low surfaces/corners 5X/ week
- Sweep and vacuum hard surface floors 5X/ week
- Scrub thresholds Weekly

COMMON AREAS:

- Empty and wipe all trash receptacles 5 X/ week
- Spot clean partition glass entries 5 X/ week
- Mop/auto-scrub entryways and Great Hall 5 X/ week
- Inspect all areas and remove large debris 5 X/week
- Spot clean floors due to spillage and/or trackage 5 X/week
- Spot clean doors and walls, removing fingerprints and smudges 5 X/week
- Empty recycling bins from designated office areas and transport to a designated central holding area 5X/week
- Clean and polish all drinking fountains 5X/week

ELEVATORS AND ELEVATOR LOBBIES:

- Completely vacuum all elevator carpets from wall to wall using a crevice device for edging 5X/ week
- Sweep and damp mop hard floor elevator surfaces 5 X/week
- Spot clean elevator cabs, panels and doors 5 X/week
- Dust all crevices 5 X/week
- Clean elevator tracks 5 X/week
- Clean and polish outside of all elevator doors 5 X/week

RESTROOMS:

- Clean and sanitize all sinks, toilet bowls, urinals and toilet seats 5 X/week
- Clean and polish all mirrors, faucets, fixtures and dispensers 5 X/week
- Spot clean walls 5 X/week
- Spot clean and dust all partitions 5 X/week
- Sweep and wet mop floor using germicidal disinfectant 5 X/week
- Replenish towels, hand soap, lotion, toilet tissue and room deodorizers from stock 5 X/week
- Spot clean doors due to smudges and fingerprints
- Dust door frames 5 X/week
- Empty trash 5 X/week
-

STAIRWAYS:

- Remove fingerprints and smudges from doors 5 X/ week
- Remove trash/recycle 5 X/ week
- Sweep stairs and landings M-W-F
- Damp mop all hard finish floors Weekly
- Dust all handrails Weekly

SKYWAY

- Remove trash/recycling 5 X/week
- Remove fingerprints and smudges from doors 5 X/ week
- Damp mop all hard finish floors Weekly

OUTSIDE GROUNDS PICK-UP

- Remove trash/recycling entire block 3 X/ week
- Remove trash from landscaped area 3 X/ week
- Remove trash from parking areas 3 X/ week
- Sweep and clean dumpster areas 3 X/ week

WEEKLY DUSTING

- Dust all doors and door frames, walls and signs
- Dust all building surfaces in reach including window frames, window ledges, coat racks and radiator ledges
- Dust all air return vents
- Dust all baseboards

AREAS TO BE DONE ON A BI-WEEKLY BASIS

- Corridors
- Stairways

RAMSEY COUNTY UNION DEPOT SECURITY SPECIFICATIONS

Qualifications for Security Contractor

- A. Must demonstrate financial stability and responsibility.
- B. Must be able to supply the number of trained, qualified security personnel no later than the effective date of contract.
- C. Must provide training (acceptable to County) for staff on safety, building and security procedures. Provide training outline and make available to Ramsey County upon request, training records.
- D. Must be licensed in accordance with all state, county and local laws governing the security industry.
- E. Have a Twin Cities administrative office sufficiently staffed to maintain administrative, operational and logistical support to the staff.
- F. Must be an Equal Opportunity Employer.

SPECIFICATIONS

1.0 Services Required

1.1 Description of Work

- 1.1.1 Typical work requirements for Security Officers include, but are not limited to, the duties outlined in Section 3.3, Duties and Responsibilities.
- 1.1.2 The Contractor will provide a Contract Manager and a Site Supervisor.
- 1.1.3 The Site Supervisor will be required to perform the Site Supervisor's responsibilities as needed for the facility. The Site Supervisor's duties shall include, but not be limited to: providing direction to Security Officers, scheduling, daily supervision, oversight and assistance where security duties are performed.
- 1.1.4 The Contract Manager will be the Contractor's primary liaison with the County representatives regarding contract issues.

1.2 Required Staffing & Schedules

- 1.2.1 Staffing requirements for each facility during the initial 3-year term of this Agreement are anticipated to be as follows:

5:00P.M. – 11:00P.M.	Monday – Friday
10:00A.M. – 11:00P.M.	Saturdays
9:00A.M. - 2:00P.M.	Sundays
Mobil Patrol one (1) round nightly	7 X/week
Mobil Patrol door unlock	5 X/week

- 1.3 In addition to the above scheduled hours, the Contractor shall provide security services at all locations for after-hours meetings and events, as may be requested by the County.

- 1.4 The County reserves the right to increase or decrease the number of staff and hours of service at any or all of the locations at any time throughout the term of the contract to meet building, operational, budget, or other security needs. If the County chooses to modify the number of staff and/or hours of service, the pricing will be based on the established contract rates for the changes.
- 1.5 The Contractor must maintain the County-approved staffing levels at all times.
- 1.6 The Contractor will be responsible for providing backup coverage for all Contractor employees during breaks and lunches.
- 1.7 In the event of an emergency, the Contractor may be required to cover posts and perform duties outside designated facilities.
- 1.8 The Contractor must have a local office from which the Contractor can quickly respond to security staffing needs and issues area for the duration of this contract.
- 1.9 The Contractor must provide a local telephone numbers including office and mobile for immediate contact with the Contract Manager and Site Supervisor. The Contract Manager shall return calls within 15 minutes of being contacted by the designated County representatives. This telephone line shall be monitored continuously, 24 hours, seven days a week. Regional or national telephone numbers are NOT acceptable.
- 1.10 All personnel assigned to this contract must be clearly identified by company uniform and Contractor-provided **picture identification badges** to gain access to the County facilities.

2.0 General Performance Requirements

- 2.1 The County reserves the right to review and approve or disapprove of employees assigned to the Contract. Rejection of the assigned employees will be based on poor performance; incidents of misconduct or other just cause reasons. No change in personnel assigned to the Contract will be permitted without prior approval by the County.
- 2.2 It is the Contractor's responsibility to ensure that all assigned personnel are made familiar with and follow all specific procedures required under the resulting contract.
- 2.3 It is the Contractor's responsibility to schedule periodical meetings with personnel, check screening services, visit properties unannounced, etc., in order to monitor performance and to take appropriate corrective action. The Contractor must submit a copy of its Quality of Service Assurance policies with the bid response.
- 2.4 The Contractor will respond to all issues within one day of receiving notification from the County's facility representative, by contacting the representative and rectifying the problem to the County's satisfaction
- 2.5 The Contractor shall make every effort to retain a consistent team of security staff at each facility for the duration of the resulting contract. The County reserves the right to cancel the Contract, not extend the Contract, or use any other remedy allowed by law when the Contractor fails to obtain a consistent team of security staff.
- 2.6 The Contractor is responsible for the development and implementation of all post orders.

- 2.7 The Contractor must provide Electronic Patrol System (EPS) as a part of the basic services. The Contractor, with assistance from the County's representatives, must establish an Electronic Patrol Plan (EPP) to include checkpoints throughout the facility. The EPS must record the location, date and time, and frequency of the patrols and have the capability of providing reports when requested. It is the responsibility of the Site Supervisor to review the EPS reports, make the necessary adjustments, and take appropriate actions to ensure full compliance with the EPP. The Contractor and the County's facility representatives must mutually agree to any modification to the EPP. The Contractor must provide the County's facility representatives a copy of the EPS reports routinely and/or as requested per facility.

3.0 Security Officers

3.1 Eligibility Requirements

- 3.1.1 Unless otherwise agreed to by the County, Security Officers assigned to this contract must have a minimum of six (6) months experience as a Security Officer, with three (3) months continuous experience with the Contractor and meet the Training Requirements (section 8.0) of this Agreement.
- 3.1.2 Have a high school degree or GED equivalent.
- 3.1.3 Have the ability to speak and read English well enough to read and apply security procedures, write reports and deal with staff or members of the public.
- 3.1.4 Be at least 18 years of age.
- 3.1.5 Have a minimum of two (2) full years of verifiable work history.
- 3.1.6 Have a valid driver license (for Mobile Patrol).

3.2 Performance Requirements

- 3.2.1 Have problem solving skills and professionalism to gain the respect and confidence of employees and visitors.
- 3.2.2 Be able to perform the Duties and Responsibilities (Section 3.3) of their job.

3.3 Duties and Responsibilities

At a minimum, Security Officers will be required to perform the following:

- 3.3.1 Operate the facility's entry and identification system.
- 3.3.2 Monitor operation of cameras, access control computers, duress and security systems, fire alarm panels and environmental building systems, acknowledge alarms, and notify the appropriate facility representatives of the issues and/or problems.
- 3.3.3 Assist with securing the physical site, crowd control and provide building access to authorized staff responding to medical or building emergencies as directed.
- 3.3.4 Respond to phone calls for building security.
- 3.3.5 Monitor and screen deliveries.
- 3.3.6 Monitor and control door access.
- 3.3.7 Continuously patrol and monitor interior, exterior perimeter and parking areas of designated locations.
- 3.3.8 Assist County as directed with vendor and contractor access.
- 3.3.9 Turn on/off lights as directed.
- 3.3.10 Check buildings for unauthorized entry, vandalism, graffiti, or any other unusual conditions, and report problems to the designated facility representatives.
- 3.3.11 Check all doors to ensure they are locked and secure.
- 3.3.12 Record the date, time, locations, and other necessary detail for each patrol in the Contractor-provided Daily Activity Report (DAR)
- 3.3.13 Security Officers shall be expected to observe and collect any information that will be helpful when the Ramsey County Sheriff or the Police Department arrives.

- 3.3.14 If a Security Officer detains a person on suspicion of committing a crime on County property, the Security Officer must immediately notify any on-site peace officer or the local police department. The Security Officer shall complete, as soon as possible, a Contractor-provided Security Incident Form.
- 3.3.15 If a Security Officer is required to give a statement, appear as a witness or perform other activities related to an incident that occurred during the Security Officer's official assignment, the time doing so will be considered time worked for purposes of compensation. If a third party compensates a Security Officer for any of these activities, the amount paid by the third party must be reported by the Contractor to the County and deducted from the Contractor's invoice.
- 3.3.16 The Security Officers must turn over any articles found in a County facility to the County's facility representative.
- 3.3.17 All Security Officers are expected to respond to calls for assistance and reports of building malfunctions either personally, by forwarding the request to an appropriate staff person, or by referring the report to a maintenance technician, as instructed by the County. Emergency call lists and procedures will be available for 24-hour response to any situation. In security related situations, Security Officers will be expected to respond and evaluate the situation without endangering themselves and to report to appropriate staff using the Security Policies and Procedures manual as a guide. No physical contact shall be made by the Security Officers unless it is in self-defense or related to a detention situation as described in 3.3.14.
- 3.3.18 Maintain "two way" communication with the Site Supervisor while on duty.

3.4 Prevailing Wages

Wages must meet all prevailing wage requirements. For Security Officers, prevailing wage means wages determined through collective bargaining by SEIU - Local 26 of the Service Employees Union.

4.0 **Contract Manager**

4.1 Eligibility Requirements

- 4.1.1 Managing the requirements of the contract is considered a critical function. For that reason, the Contractor must provide and dedicate a highly skilled and experienced off-site Contract Manager responsible for the overall administration of the contract.
- 4.1.2 The Contract Manager must have a minimum of two (2) years experience performing security contract management services, with at least one (1) year of management experience with the Contractor.

4.2 Performance Requirements

- 4.2.1 Have the authority and ability to make decisions on behalf of the Contractor, particularly on personnel related issues.
- 4.2.2 Have the authority to supervise all individuals working under the contract.
- 4.2.3 Be available to the County from 7 a.m. to 5 p.m., M-F, by way of pager and telephone to ensure Contractor response in the event of an emergency or other exigent circumstances. When the identified Contract Manager is unavailable for any reason, the Contractor must designate someone to act in the Contract Manager's capacity. The individual designated to act as the Contract Manager must meet the Contract Manager's minimum experience qualifications set forth in Section 4.1.2.
- 4.2.4 Have the ability to carry out all administrative functions efficiently, effectively and in a timely fashion without the use of County personnel.

- 4.2.5 Ensure that all Contractor employees perform all duties and requirements of the contract and comply with the Performance Requirements mandated in Sections 3.2 and 5.2.
- 4.2.6 Serve as the main point of contact for the County to discuss technical and security related requirements.

4.3 Duties and Responsibilities

- 4.3.1 Administer, direct, and review security operation programs to ensure a safe and secure environment for employees, visitors, customers and others.
- 4.3.2 Advise management in improving and carrying out policies in accordance with security and institutional, state and federal regulations.
- 4.3.3 Analyze statistical data and reports to identify and determine how to improve safety and security of premises and grounds.
- 4.3.4 Develop methods to improve security policies, processes, and practices, and recommend changes to County management.
- 4.3.5 Direct preparation and distribution of written and verbal information to inform managers, employees and others of security policies, procedures and practices.
- 4.3.6 Fulfill all reporting requirements of all relevant government rules and regulations.
- 4.3.7 Manage the design and development of specialized training to guide Security Officers and others through security decisions and actions.
- 4.3.8 Represent the organization in formal meetings with outside organizations on matters dealing with security and protective services.

5.0 **Site Supervisor**

5.1 Eligibility requirements

- 5.1.1 The Site Supervisor must have a minimum of two (2) years experience performing Security Officer supervision services, with at least one (1) year of on-site supervisory experience with the Contractor.

5.2 Performance Requirements

- 5.2.1 Have the ability and authority to make decisions on behalf of the Contractor, particularly on personnel related issues.
- 5.2.2 Have the authority to supervise all Security Officers working under the contract.
- 5.2.3 Be available to the County 24/7, by way of a pager or telephone, to ensure Contractor response in the event of an emergency or other exigent circumstances. The Contractor must designate someone to act in the Site Supervisor's capacity when the Site Supervisor is unavailable for any reason.

5.3 Duties and Responsibilities

- 5.3.1 The Site Supervisor must provide direction to Security Officers, schedule staff to provide sufficient coverage, and provide oversight and assistance where security duties are performed.
- 5.3.2 The Site Supervisor must communicate daily or as needed with the County facility representative, who will be accessible in person, by telephone, by e-mail, or by pager and shall prepare periodic reports regarding security activities on a schedule agreed with the facility representative.
- 5.3.3 The Site Supervisor must verify worked hours for all Security Officers under The resulting contract prior to submitting an invoice for payment.
- 5.3.4 The Site Supervisor must establish security patrol priorities and assist in development of security post orders, policy, and procedures.
- 5.3.5 The Site Supervisor shall respond to security-related complaints, investigate the incident, follow through with a remedial course of action, and communicate with the County's facility

representatives.

6.0 Mobile Patrol

- 6.1 Mobile Patrol Security Officers shall meet the qualifications and training requirements outlined for the Security Officers, including possession of a valid driver's license.
- 6.2 The Contractor shall furnish vehicles for use by Security Officers assigned to Mobile Patrol duties. The vehicles shall be identified with the Contractor's company logo, plainly marked as a security unit and kept clean. This unit shall be in good condition, both mechanically and in appearance. In the event the vehicle experiences a mechanical failure and it is not operational, a replacement unit shall be provided by the Contractor within two hours.
- 6.3 The Mobile Patrol Security Officers shall utilize the Contractor- provided vehicles to patrol, inspect, respond to situations at Union Depot and parking areas; provide emergency response to a request from the facility Security Officers; fill in as needed for building Security Officers during emergency vacancies; and secure or access non-Security Officer staffed facilities.

7.0 Pre-Assignment Investigations

- 7.1 The County must review and approve the Contractor's all staff assignments.
- 7.2 No less than forty-eight (48) hours prior to the beginning of a person's first proposed work shift, the Contractor must submit to the County the name of the proposed staff person, documentation of the person's experience in compliance with the requirements in Section 3.1., intended start date, and contact information, including telephone and pager numbers. The County **will not waive the forty-eight hour requirement**. The County reserves the right to contact named employers to verify experience.
- 7.3 All staff assigned to this contract must pass a background check, to include an FBI fingerprint check, conducted by the Contractor before being allowed to provide security screening services. Upon verification of the person's experience, the County will request the background check. The County reserves the right to reject a proposed staff person based on the results of the background check. A proposed staff person may not commence work under the terms of the resulting contract until the County has given approval.
- 7.4 All staff assigned to the contract must pass Contractor-provided pre-employment drug screening tests for illegal substances prior to commencing work under the resulting contract and shall be subject to period testing as requested by the County.
- 7.5 The Contractor must receive written approval from the County before the new staff person starts work at the County facilities.
- 7.6 The Contractor must notify the County, in writing and whenever possible, in advance, of any change in staff assignments. Such notification must include the name of the new person, assigned position, documentation of qualifications, effective date of the change, and changes in contact information, including telephone and pager numbers.

8.0 Training Requirements

- 8.1 All staff assigned to provide services under the resulting agreement shall have a minimum of 40 hours of training that meets the requirements listed in Section 8.2 of these specifications. The Contractor is responsible for providing qualified instructors or supervisors to provide this mandatory training and for ensuring that all staff have a complete understanding of the subject matter before

being assigned to a site. All training costs for this training and/or continuing education will be provided at no additional cost to the County.

- 8.2 Training required prior to any staff person working at a County location shall include, at minimum, the following subjects:
- 8.2.1 Functions of security, access control, communication devices, and patrol techniques.
 - 8.2.2 Security screening device use, to include but not be limited to, hand-wands, walk-through metal detectors, and x-ray baggage radiography machines.
 - 8.2.3 Emergency building evacuation.
 - 8.2.4 Fire alarm systems, use of fire extinguishers, alarm panel principles, and fire characteristics.
 - 8.2.5 Public relations, customer service, and cultural diversity.
 - 8.2.6 Legal aspects of arrest, search and seizure, and use of force.
 - 8.2.7 Report writing.
 - 8.2.8 Minnesota Harassment, Sexual Harassment and Privacy Laws.
 - 8.2.9 First Responder First Aid.
 - 8.2.10 CPR (American Heart Association) and use of automatic external defibrillator (AED).
 - 8.2.11 Blood-borne pathogen hazards.
 - 8.2.12 Vulnerable Adult Training.
 - 8.2.13 Data Privacy.
- 8.3 The Contractor will have access to the screening equipment to train Security Officers and the Site Supervisor two (2) weeks prior to commencement of the contract period. It is expected that the Contractor will assign as Security Officers and the Site Supervisor only personnel that are fully trained in standard security procedures, are able to operate the security screening equipment at each site, and are fully able to perform all services required under the terms of the resulting agreement, as of the day the contract begins and throughout the duration of the contract.
- 8.4 The Contractor shall ensure that all staff will keep any private or propriety information that may become available to them as a result of their assignment, in confidence and shall not disclose such information to any third party. This includes all security, business, employee information and private health care related materials, procedures or policies.

9.0 Uniforms and Grooming

- 9.1 The Contractor shall furnish uniforms for all staff Security Officers and the Site Supervisor assigned to the County facilities. Uniforms shall be properly fitted, consistent in color and style and maintained in good condition to reflect a professional image of both the Contractor and the County. Proper summer and winter suitable clothing shall be furnished to each staff person in adequate numbers to allow for good maintenance. All shirts and jackets shall include the Contractor's company logo and be clearly identified as security. Civilian clothing will not be worn at any time while the Contractor's staff is on duty.
- 9.2 Each staff person shall wear a Photo Identification badge at all times while on site. Wearing of CPR, first aid, lifesaver, length of service or other meritorious awards will also be permitted.
- 9.3 The Contractor's staff shall practice good personal hygiene and be well groomed. Any personal fragrances shall be modestly used. Dress code guidelines shall be established and enforced by the Contractor.
- 9.4 Interaction with City and County employees and visitors to a facility is to be kept on a professional level at all times. Personal business is not to be conducted during working hours.

10.0 Supplies and Equipment

- 10.1 When provided by the County, the Contractor will use the supplies and equipment according to the manufacturer's equipment manuals. The County shall provide the Contractor with user manuals for screening equipment; the Contractor shall keep them on file at each Facility and shall make them available to Contractor's staff.
- 10.2 It will be the responsibility of the Contractor to monitor equipment, and to notify the County of equipment failures and needed repairs; the Contractor will maintain documentation of all of these activities and will review with the County.
- 10.3 The Contractor shall be liable for any damage to equipment or the building due to misuse or negligence by the Contractor's staff.
- 10.4 If equipment changes occur, the County will provide instructions on the proper use of such equipment and the Contractor must ensure that all Security Officers are using such equipment as instructed.

11.0 County Facility Security Requirements

- 11.1 It is the responsibility of the Contractor to train and ensure that all staff have a thorough working knowledge of the contents of the County-provided security policies and procedures manual for each facility. Security information, including but not limited to the layout of the facility, methods of security, and keys, cards, and badges, are NOT TO BE SHARED WITH ANY COUNTY EMPLOYEES OR OTHER PERSONS WHO DO NOT WORK IN THE FACILITY. **Breach of this requirement may be grounds for immediate termination of the contract.**
- 11.2 The only Contractor employees that are to be allowed in a facility are those that have been authorized under the terms of the resulting contract and only while they are DIRECTLY INVOLVED in providing security services at the facility or supervising staff. **Unauthorized personnel in a facility, or authorized personnel in a facility when not providing contract work, may be grounds for immediate termination of the contract.**
- 11.3 All staff providing services under the resulting contract will be required to sign for each key or security card/badge issued to the Contractor by the County. If a Contractor's employee or staff loses a key or card/badge, the replacement cost will be deducted from the amount due the Contractor. If a breach of security results from such a loss and locks must be changed or other changes must be made as a result, the Contractor will be responsible for all associated costs and the charges will be deducted from the amount due the Contractor.

12.0 Special Security Coverage

- 12.1 During special circumstances or events, the County may require the Contractor to provide Security Officers to cover special security or temporary post assignments. The County may also require the Contractor to temporarily expand security coverage at a location while continuing to maintain regular Contract services. If these extra security services are requested, the County's representative may direct the Contractor to: increase the time worked by shared position personnel; have full-time Security Officers work overtime; or temporarily assign Security Officers from other facilities within the contracted locations.

12.2 The County facility representative will notify the Contractor, in writing, of the need for special security or temporary post assignment. Coordination efforts for temporary post assignments will be the responsibility of the County representative.

12.3 In the event of an emergency or major building disaster, the Contractor shall be capable of furnishing additional Security Officers within two hours of the request. The Contractor shall have the personnel resources to provide additional Security Officers continuously to meet the emergency needs of the County or until the emergency is abated. The Security Officers must meet the background check requirements (section 7.3), Security Officer requirements (sections 3.0) and shall meet the Training Requirements section 8.2 of this agreement. The pay rate for these Security Officers shall be the normal rate of pay for regularly-assigned Security Officers.

13.0 Invoicing

13.1 Invoicing

The Contractor shall submit an invoice on a monthly basis for services provided during the prior month. The invoice shall contain the following information, broken down by site:

- Date(s) of service.
- Description of services furnished for each site.
- Authorization from facility representative for additional services.
- First and last name of each person providing chargeable service.
- Labor rate each person providing chargeable service which meets, at minimum, the prevailing wage requirements set forth in the resulting contract.
- Job classifications and hours invoiced for each person providing chargeable service.
- Sales Tax.
- Total labor cost for all service personnel providing chargeable services.

13.2 The County will pay only for charges as outlined in the resulting contract (minimum charges for regular and/or overtime do not apply).

13.3 The Contractor will be paid for Mobile Patrol services as follows:

13.3.1 Payment for Security Officers will be the normal rate for Security Officers under the contract.

13.3.2 In addition, the County will pay an all-inclusive hourly premium rate for vehicle usage. The vehicle usage hourly premium rate shall include all related costs including but not limited to, truck or vehicle charges, mileage charges, fuel surcharges, parking charges, consumable incidental materials, shop materials, and routine environmental charges. The County will not pay for any other labor or non-labor charges for Mobile Patrol.

13.4 Any applicable sales tax must be submitted as a separate line item on the invoice and not marked up.

13.5 Invoices shall be mailed to the identified facility representative.

GENERAL TERMS AND CONDITIONS

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

3. Insurance *(Include only one, delete the rest. Delete title of selected provisions.)*

- ☐ **Professional and Personal Services Under \$10,000 *(Note: this may include services such as training, legal, architectural, engineering, and consulting services.)***

It is the responsibility of the Contractor to purchase and maintain such insurance as will protect the Contractor from claims which may arise out of or result from operations of the Contractor under the terms of this Agreement.

However, the Contractor shall purchase and maintain the following coverages if required as indicated below:

1. Auto Liability -- including hired and non-owned, if the Contractor is driving on behalf of the County as part of the Contractor's services under this Agreement.
2. Professional Liability/Errors and Omissions, if the Contractor is providing medical, architectural, or engineering services.
3. Workers' Compensation as required by Minnesota Statutes

Declination of Workers' Compensation coverage In accordance with Minnesota law, the Contractor is not required to carry Workers' Compensation Insurance and the Contractor elects not to purchase the coverage.

(Contractor to sign and date if applicable)

Date

The Contractor shall not commence work until the County has executed this Agreement; the County will not execute this Agreement until the Contractor has submitted proof of coverage in compliance with the requirements of this paragraph to the County. Such coverage is to remain in effect throughout the term of this Agreement and evidence of such shall be provided throughout the term of the Agreement. The Contractor shall provide copies of all insurance policies to the County upon written request of the County.

☐ **Professional and Personal Services Over \$10,000/Non-Construction Labor**

Note: If services are architectural/engineering or if you will be using AIA forms, do not use this section. Use language in AE Special Conditions, found in the shared drawer under County Attorney, Purchase Forms. Examples of non-construction labor: janitorial, waste hauling.

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 County 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 Ramsey County, 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 Automobile Insurance

Note: Required only if the Contractor is driving on behalf of the County as part of the Contractor's services under this Agreement.

 - 2.2.1 Coverage shall be provided for hired, non-owned and owned auto.
 - 2.2.2 Minimum limits: \$1,000,000 combined single limit.
 - 2.3 Workers' Compensation and Employer's Liability
 - 2.3.1 Workers' Compensation as required by Minnesota Statutes
 - 2.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
 - 2.4 Professional Liability/Errors and Omissions Coverage (if applicable)
 - 2.4.1 Per Claim \$ 500,000
Per Occurrence Limit: \$1,500,000
Aggregate Limit: \$2,000,000
 - 2.4.2 All policies shall be written as acceptable to the County.
 - 2.4.3 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.

Note: Use 2.4.4 only where the Contractor is providing services to clients, customers, patients, and inmates and NOT directly to the County.

 - 2.4.4 Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.
3. Crime and Fidelity Bond (Applicable if the Contractor is handling money for the County or has fiduciary responsibilities): \$ _____
4. All Certificates of Insurance shall provide that the insurance company gives the County 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 County upon request.
7. Nothing in this Agreement shall constitute a waiver by the County 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.

Small Construction Projects OR Improvements and/or Betterments to County owned space

*Note: This language is only to be used if AIA A201, General Conditions, will **not** be used. If AIA A201 will be used, refer to shared drive, isvsf5, County Attorney, Purchase Forms, Construction Supplementary Conditions, which modify the General Conditions, including insurance requirements. It is recommended that this language be used for projects under \$500,000.*

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 any one 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 County throughout the term of this Agreement.
 - 2.1 Commercial General Liability Insurance
 - 2.1.1 \$1,500,000 per occurrence
\$2,000,000 aggregate per project
\$2,000,000 products/completed operations total limit
\$1,500,000 personal injury and advertising
 - 2.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.
 - 2.1.3 Ramsey County, its officials, employee, 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 10 and CG 20 37 or the equivalent.
 - 2.2 Automobile Insurance
 - 2.2.1 Coverage shall be provided for hired, owned and non-owned auto.
 - 2.2.2 Minimum limits: \$1,000,000 combined single limit.
 - 2.3 Workers' Compensation and Employer's Liability
 - 2.3.1 Workers' Compensation as required by Minnesota Statutes.
 - 2.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
3. All Certificates of Insurance shall provide that the insurance company gives the County thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in the policy.
4. The above 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.
5. Certificate of Insurance must indicate if the policies are 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 County upon request.
6. Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, limits, or exceptions on liability.
7. Certificates shall specifically indicate if the Policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer(s) shall be noted on the certificate, and shall be no less than an A.
8. The Contractor is solely responsible for securing any and all permits for adjacent landowners that may be needed to accomplish the work, and any and all required insurance and bond coverages.

☐ Large Construction Projects

Note: This language is only to be used if AIA A201, General Conditions, will not be used. If AIA A201 will be used, refer to shared drive, isvsf5, County Attorney, Purchase Forms, Construction Supplementary Conditions, which modify AIA A201, General Conditions, including insurance requirements. It is recommended that this language be used for projects over \$500,000.

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 any one 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 County throughout the term of this Agreement and two years beyond project completion for products and completed operations coverage.
 - 2.1 Commercial General Liability Insurance
 - 2.1.1 \$1,500,000 per occurrence
\$2,000,000 aggregate per project
\$2,000,000 products/completed operations total limit
\$1,500,000 personal injury and advertising
 - 2.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.
 - 2.1.3 Ramsey County, its officials, employee, 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 10 and CG 20 37 or the equivalent.
 - 2.2 Automobile Insurance
 - 2.2.1 Coverage shall be provided for hired, owned and non-owned auto.
 - 2.2.2 Minimum limits: \$1,000,000 combined single limit.
 - 2.3 Workers' Compensation and Employer's Liability
 - 2.3.1 Workers' Compensation as required by Minnesota Statutes.
 - 2.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
 - 2.4 Umbrella Liability
 - 2.4.1 \$5,000,000 per occurrence
\$5,000,000 general aggregate
 - 2.4.2 Ramsey County, its officials, employee, and agents, shall be added to the policy as additional insured as required under the Commercial General Liability policy.
 - 2.4.3 The policy will provide excess coverage over the commercial general liability and automobile liability policies.
3. All Certificates of Insurance shall provide that the insurance company gives the County thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in the policy.
4. The above 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.
5. Certificate of Insurance must indicate if the policies are 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 County upon request.
6. Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, limits, or exceptions on liability.

7. Certificates shall specifically indicate if the Policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer(s) shall be noted on the certificate, and shall be no less than an A.
8. The Contractor is solely responsible for securing any and all permits, insurance and bond coverages for railroads or adjacent landowners.

☐ **County as Lessee**

1. Lessor shall procure and maintain the following insurance coverages throughout the term of this lease, at its own expense:
 - 1.1 Fire and extended coverage insurance covering the building and its personal property.
 - 1.2 Liability insurance coverage for its operations and the use of the building.
2. Lessee shall procure and maintain the following insurance coverage throughout the term of this lease, at its own expense:
 - 2.1 Fire and extended coverage covering property of Lessee.
 - 2.2 Liability insurance including self-insurance covering its operation on the Premises.
3. Lessor and Lessee hereby waive and release each other, its employees, agents, officials, and officers from all claims, liability and causes of action for loss, damage to or destruction of their respective property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, Lessor and Lessee each agree that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other party.

☐ **County as Lessor**

1. Lessee shall purchase and maintain such insurance as will protect Lessee from claims which may arise out of, or result from, Lessee's operations under this lease, whether such operations are by Lessee 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. Lessee shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the County throughout the term of this lease:
 - 2.1 Fire and All-Risk Property Insurance
 - 2.1.1 Coverage shall be written on a replacement cost basis for any personal property and/or improvements or betterments of the Lessee at the Premises.
 - 2.1.2 Lessee hereby waives and releases Lessor, its employees, agents, officials, and officers from all claims, liability and causes of action for loss, damage to or destruction of Lessee's property resulting from fire or other perils covered in the standard property insurance coverage. Lessee agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the Lessor.
 - 2.2 Commercial General liability Insurance
 - 2.2.1 \$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
\$ 5,000 per person medical payment
\$ 100,000 fire legal
 - 2.2.2 This policy is to be written as acceptable to the Lessor.
 - 2.2.3 Ramsey County, its officials, employees and agents, shall be added to the policy as additional insured, using ISO form CG 20 11 or its equivalent

- 2.3 Automobile Insurance
 - 2.3.1 Coverage shall be provided for hired, non-owned and owned auto.
 - 2.3.2 Minimum limits: \$1,000,000 combined single limit.
- 2.4 Workers' Compensation and Employer's Liability
 - 2.4.1 Workers' Compensation as required by Minnesota Statutes.
 - 2.4.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
3. All Certificates of Insurance shall provide that the insurance company gives the Lessor thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.
4. The above subparagraphs establish minimum insurance requirements, and it is the sole responsibility of the Lessee to purchase and maintain additional insurance that may be necessary in connection with this lease agreement.
5. Certificate of Insurance must indicate if the policies are issued pursuant to these requirements. Lessee shall not occupy the premises until Lessee has obtained the required insurance and filed an acceptable Certificate of Insurance with the Lessor. Copies of insurance policies shall be submitted to the Lessor upon request.
6. Nothing in this lease agreement shall constitute a waiver by the Lessor of any statutory or common law immunities, limits, or exceptions on liability.
7. Certificates shall specifically indicate if policy is written with an admitted or non-admitted carrier. Bests' Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

☐ **Purchase of Goods-No Onsite Services Included** *(Note: If on-site services are provided, send an email to the County's Risk Consultant ("Risk Mgm" will get the email to her) with a description of the services and products to be provided.)*
(Note: Use only when purchasing items where product liability issues could arise, such as food, security systems, guns, medications, bed alarms. Consult County Attorney's Office with questions.)

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 County 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

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

Note: use 2.1.3 only if products are being purchased for consumption by County clients, customers, inmates or patients and NOT directly to the County.

2.1.3 Ramsey County, its officials, employee, and agents, shall be added to the policy as additional insured on a primary basis with respect to products purchased by the County under this Agreement.

3. All Certificates of Insurance shall provide that the insurance company gives the County thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in the policy.
4. 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.

5. Certificate of Insurance must indicate if the policies are 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 County upon request.
6. Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, limits, or exceptions on liability.
7. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer(s) shall be noted on the Certificate, and shall not be less than an A.

☐ Rental of Goods

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 County 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
 - 2.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.
 - 2.1.3 Ramsey County, its officials, employee, 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 Automobile Insurance
 - 2.2.1 Coverage shall be provided for hired, non-owned and owned.
 - 2.2.2 Minimum limits: \$1,000,000 combined single limit.
 - 2.3 Workers' Compensation and Employer's Liability
 - 2.3.1 Workers' Compensation as required by Minnesota Statutes.
 - 2.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
3. All Certificates of Insurance shall provide that the insurance company gives the County thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in the policy.
4. 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.
5. Certificate of Insurance must indicate if the policies are 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 County upon request.
6. Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, limits, or exceptions on liability.

7. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer(s) 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 County.

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 County 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 County. Upon receipt of the County'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 County of any non-conforming services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the County'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 County, 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 County, submit a written report to the County 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 County 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 County for damages sustained by the County 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 County 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.

Note: If your contract is for a project involving access to electronic County data, add the following language:

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data for the Project. Additionally, access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. These measures include, but are not limited to, authenticated access to network data storage, use of up-to-date anti-virus software, controlled access to the physical location of the hardware, and the encryption of computers and storage devices. At the conclusion of the Project, all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

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 County, the State Auditor or the County'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 County 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 County. In the event that the County 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 County 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.

7. 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 County of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the County 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

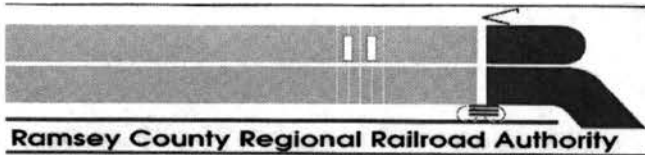
Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

23. Reimbursable Expenses (If applicable)

Reimbursement of expenses, if included, will be made consistent with County 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.

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: 11/17/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Consent to a Conservation Easement Agreement for the Union Depot between Ramsey County and the United States Postal Service

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) is in the process of purchasing the Union Depot concourse, waiting room and train deck from the United States Postal Service (USPS). Since portions of the property are listed on the National Register of Historic Places, one of the contingencies in the purchase agreement requires that USPS must make arrangements through the State Historic Preservation Office (SHPO) to ensure that the renovation or other activities meet the required standards.

Minnesota Statutes Chapter 84C (the Conservation Easement Act) provides a process for USPS to grant a conservation easement for the property to someone other than the owner that requires RCRRA, as the property owner, to work with SHPO as the property is developed. Chapter 84C requires another governmental unit hold the easement. In this case, Ramsey County seems the most appropriate holder of the easement.

The easement must be completed before RCRRA can take possession of the concourse/waiting room building. The Ramsey County Board is scheduled to act on this item at its November 17, 2009 meeting.

ACTION REQUESTED

1. Accept the Conservation Easement from the United States Postal Service to Ramsey County.
2. Authorize the Chair of the Ramsey County Regional Railroad Authority to execute the Consent and Subordination section recognizing the Conservation Easement.

SUBJECT: Consent to a Conservation Easement Agreement for the Union Depot between Ramsey County and the United States Postal Service

ATTACHMENTS:

Conservation Easement

PREVIOUS ACTION:

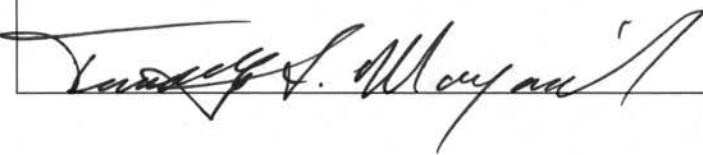
None

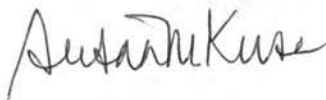
COUNTY MANAGER'S COMMENTS:

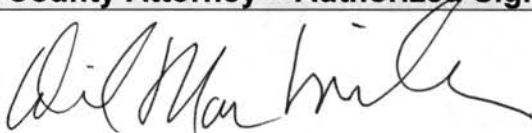
This agreement is a necessary step in the acquisition of the USPS property.

2

SUBJECT: Consent to a Conservation Easement Agreement for the Union Depot between Ramsey County and the United States Postal Service

Regional Railroad Authority – Authorized Signature	Date
	11/12/09

Budgeting & Accounting – Authorized Signature	Date
	11/10/09

County Attorney – Authorized Signature	Date
	11/10/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Consent to a Conservation Easement Agreement for the Union Depot between Ramsey County and the United States Postal Service

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority is purchasing portions of the
2 Union Depot from the United States Postal Service (USPS); and

3
4 WHEREAS, USPS is required to comply with the National Historic Preservation Act in the
5 sale of the property; and

6
7 WHEREAS, Minnesota Statutes Chapter 84C provides for a Conservation Easement to be
8 held by Ramsey County to meet the requirements of the Act; and

9
10 WHEREAS, It is to the County's and RCRRA's benefit that the easement be held by an
11 agency familiar with the project, now therefore be it

12
13 RESOLVED, That Ramsey County Regional Railroad Authority, as owner of the Union
14 Depot property, accepts the Conservation Easement from the United States Postal Service to
15 Ramsey County; and be it further

16
17 RESOLVED, That the Chair of the Ramsey County Regional Railroad Authority is
18 authorized to execute the Consent and Subordination section recognizing the Conservation
19 Easement.

CONSERVATION EASEMENT AGREEMENT

This Conservation Easement Agreement (this "**Agreement**") dated November __, 2009 is between the United States Postal Service, an independent establishment of the executive branch of the government of the United States ("**USPS**"), and Ramsey County, a political subdivision of the State of Minnesota ("**Holder**").

Recitals:

A. USPS owns in fee simple the real property at 180 Kellogg Boulevard East, St. Paul, Ramsey County, Minnesota that is legally described on **Exhibit A** to this Agreement (the "**Property**"). The Property is depicted on the survey in **Exhibit B** to this Agreement as the "Property Acquired from USPS". One of the structures on the Property is the former St. Paul Union Depot elevated concourse that was completed in 1924, together with the walkway over Kellogg Boulevard that extends to the northern boundary of Kellogg Boulevard (the "**Concourse Building**"). The walkway is attached to, and previously provided pedestrian access to, the Union Depot headhouse building (the "**Headhouse**") immediately north of Kellogg Avenue and the Concourse Building. USPS does not own the Headhouse. The Property also includes an elevated train deck that was completed as part of the Union Depot in 1924 (the "**Train Deck**") and a truck dock structure USPS constructed in 1978 on top of the Train Deck as part of its St. Paul production and distribution center (the "**1978 Addition**"). The Train Deck and the 1978 Addition are not part of the Concourse Building for the purposes of this Agreement.

B. USPS has agreed to sell the Property pursuant to the Contract for Deed dated May 22, 2008 between USPS, as the Seller, and Ramsey County Regional Railroad Authority, a political subdivision and local government unit of the State of Minnesota ("**RCRRA**"), as the Buyer, which was recorded on May 23, 2008 in the Office of the County Recorder, Ramsey County, Minnesota, as document number 4098186 (the "**Contract for Deed**").

C. In 1974 the Headhouse and the Concourse Building were listed in the National Register of Historic Places established pursuant to the National Historic Preservation Act, codified at 16 U.S.C. Section 470 et seq. (the "**National Historic Preservation Act**"). Under the federal regulations promulgated under Section 106 of the National Historic Preservation Act, USPS's sale of the Property to RCRRA meets the definition of an "undertaking", as defined in 36 CFR 800.16(y), that, unless mitigated, could have an adverse effect on historic resources. Accordingly, the sale of the Property pursuant to the Contract for Deed is contingent upon the

completion of the Section 106 process under the National Historic Preservation Act with respect to the Concourse Building.

D. Minnesota Statutes Section 138.081(3) designates the Director of the Minnesota Historical Society as Minnesota's state historic preservation officer ("**SHPO**") responsible for the preparation, implementation, and administration of the National Historic Preservation Act in Minnesota.

E. USPS has consulted with SHPO pursuant to the regulations implementing the National Historic Preservation Act and USPS and SHPO have agreed to record covenants against the Property, in the form of this Agreement, in order to ensure that any renovation, redevelopment or other alterations of the Concourse Building are conducted in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties* implemented pursuant to 36 CFR 68 (as amended, supplemented, and/or replaced from time to time, the "**Standards**").

F. In order to provide baseline documentation for the creation of these covenants, USPS obtained the Historic Structure Report, St. Paul Union Depot Concourse and Walkway, dated November 2007, by Earth Tech/Berger Joint Venture, as project number 94543/JG-3502 (the "**Study**").

G. USPS desires to create the agreed-upon covenants by granting to Holder a conservation easement over the Property pursuant to Minnesota's Conservation Easement Act, codified at Minnesota Statutes Chapter 84C (the "**Conservation Easement Act**"), in accordance with the terms of this Agreement.

ACCORDINGLY, USPS and Holder agree as follows:

1. **Grant of Easement.** USPS hereby declares, grants, and conveys to Holder a perpetual, non-exclusive conservation easement over the Property (the "**Conservation Easement**") upon the terms of this Agreement. The Conservation Easement: (i) shall be a servitude running with the land; (ii) shall be binding upon USPS and each subsequent owner, from time to time, of any part of the Property that includes the Concourse Building (each, an "**Owner**"); and (iii) shall benefit Holder. Upon USPS's and any subsequent Owner's conveyance of its title to all or any portion of the Property, the transferee will, by accepting such conveyance, become a party to, and be bound by, this Agreement and the conveying Owner will be released upon such conveyance from any obligation or liability arising under this Agreement relating to any period after the conveyance with respect to the Property or portion of the Property so conveyed.

2. **Acceptance of Easement.** Holder hereby accepts the Conservation Easement pursuant to the terms of this Agreement and represents that it qualifies as a "**Holder**" authorized to hold the Conservation Easement pursuant to the Conservation Easement Act. Holder shall hold the Conservation Easement solely for historical conservation purposes and shall not assign its rights or obligations under this Agreement except to a person who is authorized by federal and Minnesota state law to hold and administer the Conservation Easement in accordance with the National Historic Preservation Act, as amended or replaced from time to time.

3. **Third-Party Right of Enforcement.** USPS and Holder hereby grant to the Minnesota Historical Society, a Minnesota non-profit corporation (together with each successor from time to time who is, or whose director or other officer is, designated by law as the state historic preservation officer for Minnesota authorized to administer the National Historic Preservation Act, the "**Historical Society**"), a "third-party right of enforcement", as the Conservation Easement Act defines that term, to enforce this Agreement against each Owner. The Historical Society shall enforce this Agreement solely for historical conservation purposes and shall not assign its enforcement rights under this Agreement except to a person who is authorized by federal and Minnesota state law enforce the Conservation Easement in accordance with the National Historic Preservation Act, as amended or replaced from time to time.

4. **Maintenance and Repairs.** Owner shall perform and pay for all maintenance and repairs of the Concourse Building required to preserve its architectural and historical integrity and protect those qualities that made the Concourse Building eligible for listing in the National Register of Historic Places, including, but not necessarily limited to, the qualities described in the Study.

5. **Alterations.** Owner shall not undertake or permit any construction, alteration, remodeling, or any other activity other than routine maintenance that would affect or diminish the architectural or historical integrity of the Concourse Building or any of the qualities that made the Concourse Building eligible for listing in the National Register of Historic Places, including, but not necessarily limited to, the qualities described in the Study, without SHPO's prior written approval and confirmation that the proposed work or other activity will comply with the Standards. All such work shall be performed in accordance with the Standards and the terms of SHPO's approval for such work.

6. **Right of Entry.** SHPO and any authorized representative of SHPO, the Historical Society, and/or Holder may enter upon the Property at all reasonable times to inspect the Concourse Building and Owner's compliance with this Agreement and otherwise to enforce this Agreement, provided that such entry shall be upon at least 5 days' prior written notice to Owner. None of SHPO, the Historical Society, or Holder shall unreasonably interfere with Owner's or any occupant's use and enjoyment of the Property. Except for the right of entry the previous sentence expressly creates, this Agreement does not create any public right of access to the Concourse Building or any other part of the Property.

7. **Casualty Damage or Destruction.** If the Concourse Building is damaged by fire, flood, windstorm, earth movement, or other casualty, Owner shall notify SHPO in writing within 14 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Concourse Building and to protect public safety, shall be undertaken by Owner without SHPO's prior written approval indicating that the proposed work will meet the Standards for rehabilitation, restoration and reconstruction.

8. **Condemnation.** Each of Holder, SHPO, and the Historical Society hereby waives the right to compensation for any taking by the exercise of the power of eminent domain of all or any part of the Conservation Easement and/or the Property.

9. **Failure to Enforce.** The failure of Holder, the Historical Society, or SHPO to exercise any right or remedy granted pursuant to this Agreement shall not have the effect of waiving or limiting the exercise of any other right or remedy at any other time.

10. **Amendments.** This Agreement may not be amended, modified, revoked, terminated or otherwise revised at any time except with the express written approval of USPS, the Historical Society, and SHPO, and by the recordation of such written document in the Office of the County Recorder, Ramsey County, Minnesota.

11. **Governing Law.** This Agreement and the rights and obligations created by this Agreement shall be governed by the federal law of the United States.

12. **Attorney Fees.** Notwithstanding any provision of law to the contrary, each party shall bear its own attorney fees and costs in any action or negotiation arising out of this Agreement.

13. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be given by personal delivery, recognized overnight courier service, electronically confirmed telecopy with a follow-up copy by first class mail sent on or before the next business day, or by deposit in the United States Mail, certified mail, return receipt requested, postage prepaid. Notices shall be deemed given and received on the day on which the notice is actually received.

14. **Miscellaneous.** All exhibits attached to this Agreement and referred to in this Agreement are incorporated by this reference. A determination that any provision or specific application of this Agreement is invalid shall not affect the validity of the remaining provisions or any future application. Owner agrees to execute and/or provide such additional documents as may be reasonable and necessary to carry out in perpetuity the provisions and intent of this Agreement, including, but not limited to, any documents to correct any legal description or title matter or to comply with any federal, state or local law, rule or regulation.

Signature Pages Follow

The United States Postal Service and Ramsey County, Minnesota hereby execute and deliver this Conservation Easement Agreement effective as of the date in the preamble on the first page.

United States Postal Service

By: [Signature]
Name: Randy W. Alder
Title: Contracting Officer

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 5th day of November, 2009, by Randy W. Alder, a Contracting Officer of the United States Postal Service, an independent establishment of the executive branch of the government of the United States, on behalf of the United States Postal Service.



Gloria M. Charlson
Notary Public
My Commission Expires
June 28, 2013.

Ramsey County

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of Ramsey County, a political subdivision of the State of Minnesota, on behalf of Ramsey County.

Notary Public

This instrument was drafted by:

Fabyanske, Westra, Hart & Thomson, P.A. (SCC)
Suite 1900
800 LaSalle Avenue
Minneapolis, MN 55402
612-359-7600

CONSENT AND SUBORDINATION

The Ramsey County Regional Railroad Authority ("RCRRA") hereby consents to the foregoing Conservation Easement Agreement, subordinates its interest in the Property to the Conservation Easement Agreement, and agrees to be bound by the Conservation Easement Agreement. Notwithstanding anything in the Conservation Easement Agreement to the contrary, RCRRA acknowledges and agrees that it shall be deemed to be the Owner and its obligations under the Conservation Easement Agreement shall commence on the earlier of the date RCRRA takes possession of the Concourse Building pursuant to the Contract for Deed or the date that RCRRA otherwise acquires possession of the Concourse Building and/or fee title to the Property.

Ramsey County Regional Railroad Authority

By: _____
Jim McDonough, its Chair

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Jim McDonough, the Chair of the Ramsey County Regional Railroad Authority, a political subdivision and local government unit of the State of Minnesota, on behalf of the Ramsey County Regional Railroad Authority.

Notary Public

EXHIBIT A

Parcel A:

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

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

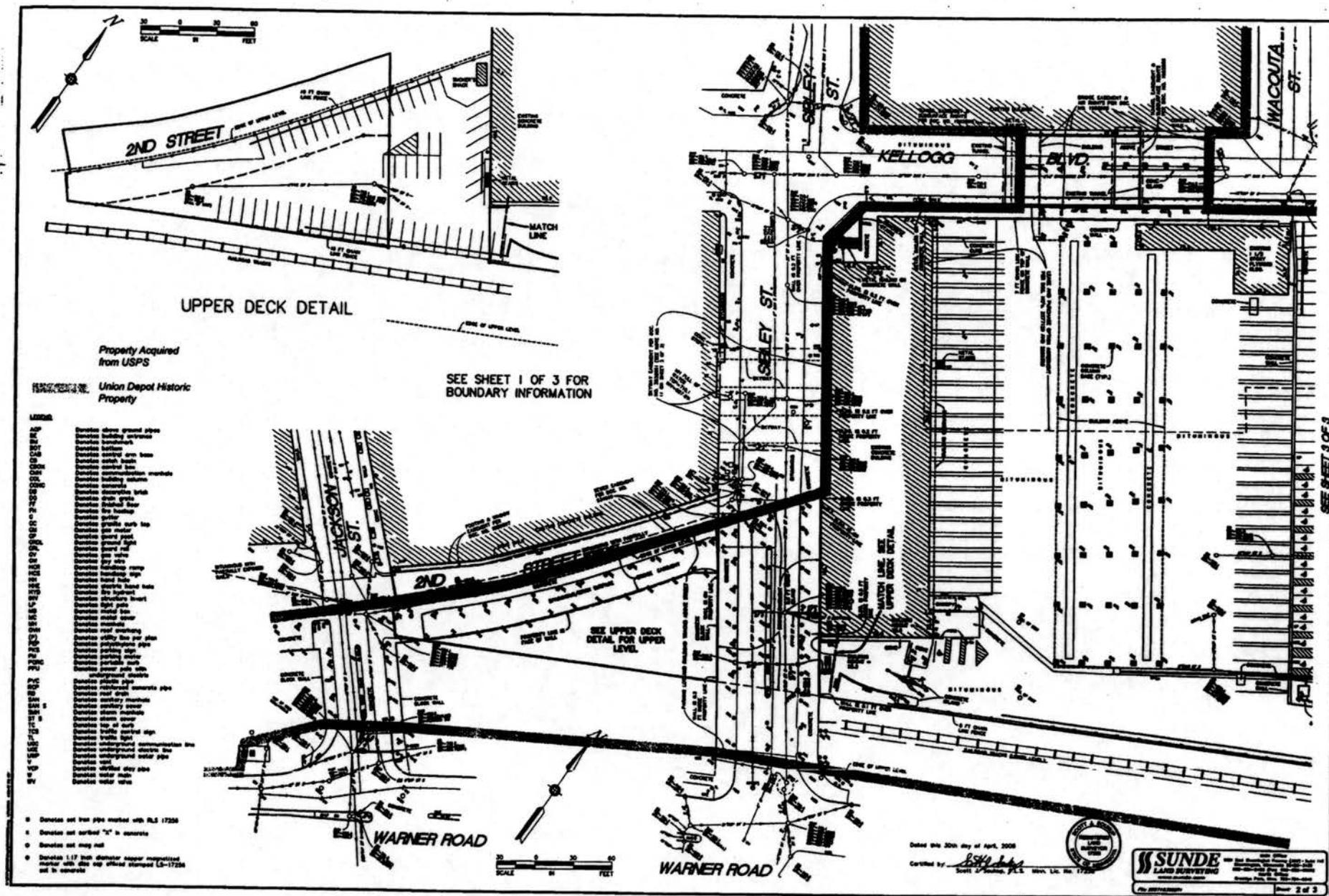
Parcel B:

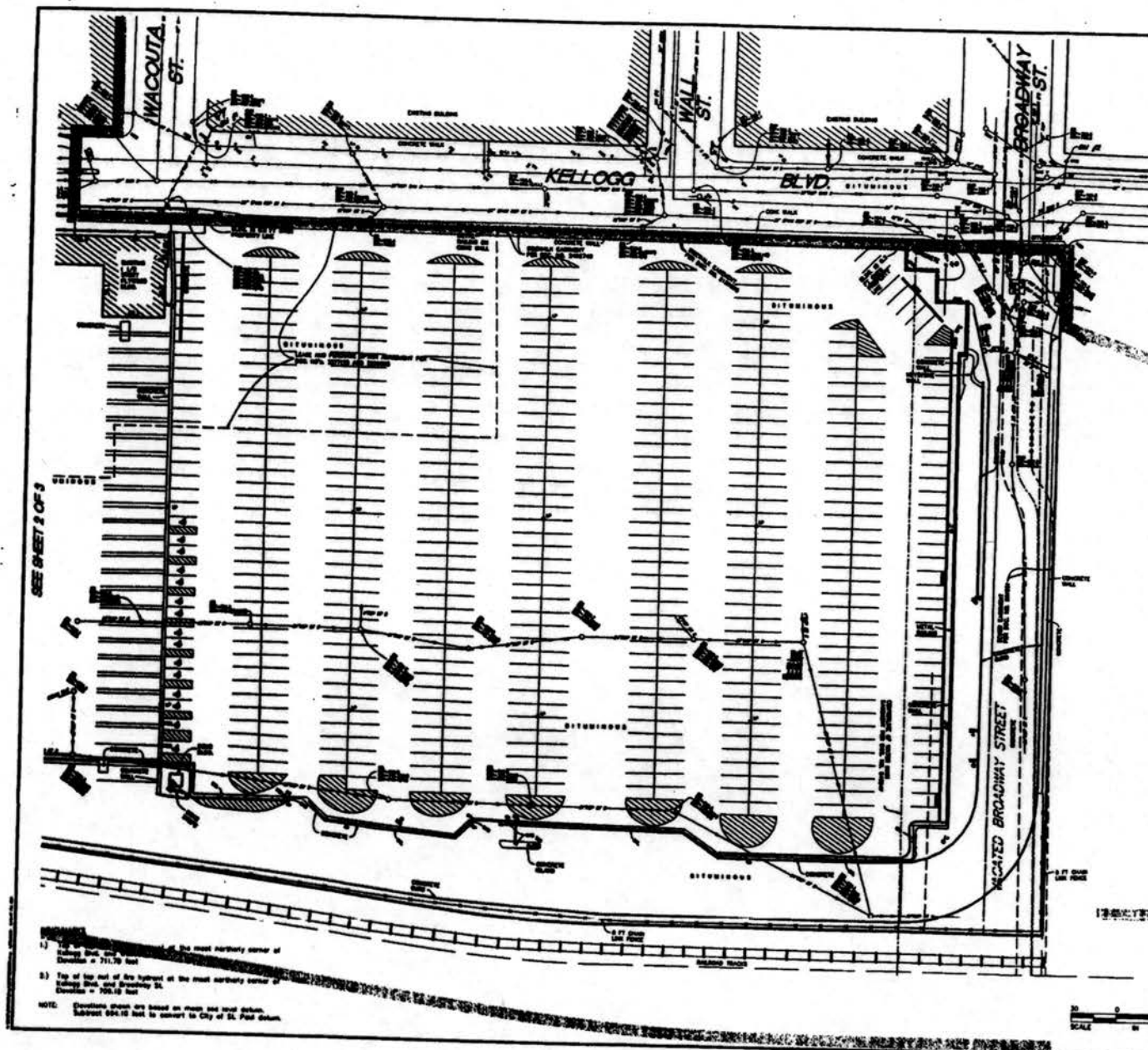
That part of vacated Broadway Street lying Southerly of the Southeasterly line of Kellogg Boulevard (East Third Street), City of St. Paul, Ramsey County, Minnesota, described as follows:

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

EXHIBIT B

Depiction of the Property





NOTES

1. Location and shape of underground utilities shown herein are approximate only and are shown based on field location of utility structures in accordance with existing utility records. No warranty is made by the Surveyor as to the accuracy of the location and depth of underground utilities shown herein. The user of this plat is advised to verify the location and depth of underground utilities shown herein by other means.
2. Contact MINNESOTA STATE ONE CALL at 800-455-5555 for precise utility location of utilities prior to any excavation.
3. Change Title Insurance Company's Commitment for this insurance. See Supplemental Case No. 20444, dated March 24, 2004, issued by Land Title Ins. Co., and relied upon as to matters of record.
4. The bottom plane of the vertical space contained within the Hyatt's Condominium (shown on survey) per Dec. No. 343267 is 705.00 feet on the eastern right of way line of Wabasha Street, and 705.00 feet on the western right of way line, and a top plane elevation of 35.00 feet above and elevations used for the bottom plane.
5. The subject property appears to be within Zone 2, (Zone of 0.25 annual chance flood) per the National Flood Insurance Program, Flood Insurance Rate Map Community Plan No. 1702400002, dated April 2, 2004.
6. Area: West of Wabasha Street - 34,350 sq. ft. or 0.58 acre
East of Wabasha Street - 18,241 sq. ft. or 0.42 acre
East of Wabasha Street - 13,200 sq. ft. or 0.30 acre
7. Zoning and setback information as provided by the Planning Department of the City of St. Paul.
The subject property is zoned RS-1 - Post Office.
The setbacks for zone RS-1 are:
Building: Front 5 feet, Side 5 feet, Rear 5 feet
Parking: Front 0 feet, Side 5 feet, Rear 5 feet
Setbacks (i.e., building setbacks, height and bulk restrictions, etc.) shown herein are based on information provided and are subject to interpretation. The user of this plat is advised to verify the location and shape of the subject property as shown on the plat by other means. The user of this plat is advised to verify the location and shape of the subject property as shown on the plat by other means. The user of this plat is advised to verify the location and shape of the subject property as shown on the plat by other means.
8. Parking:
Regular car: 575 stalls
Handicap: 15 stalls
Truck: 45 stalls
9. Survey north-south and bearing from Ramsey County.
- UNION DEPOT HISTORIC PROPERTY**
10. Property subject to rights of the City of St. Paul in recorded streets and alleys pursuant to Chapter 120 of the St. Paul Legislative Code. (not shown)
11. Property subject to easement for construction, operation and maintenance of water mains per Dec. No. 343267. (shown on survey)
12. Property subject to easement for construction and maintenance of sewer per Dec. No. 343267. (shown on survey)
13. Intentionally deleted
14. Property subject to easement between The Saint Paul Union Depot Company and United States of America for the construction of a tunnel to serve the Post Office Building, per Dec. No. 343267. (shown on survey)
15. Property subject to easement for Second Street per Dec. No. 195455. (shown on survey)
16. Intentionally deleted
17. Intentionally deleted
18. Intentionally deleted
19. Property subject to unrecorded Easements, Licenses, Easements, Agreements and Leases including but not limited to those listed in Warranty Deed Dec. No. 343267. (not shown)
20. Intentionally deleted
21. Intentionally deleted
22. Intentionally deleted
23. Intentionally deleted
24. Property subject to easement per Dec. No. 312000. (shown on survey)
25. Property subject to terms of Short Term Lease and Purchase Agreement between Union Depot Place Limited Partnership and Commissioner of Saint Paul, Inc. per Dec. No. 327735, and Assignment of Lease per Dec. No. 328433. (shown on survey)
26. Property subject to easement per Dec. No. 343267. (shown on survey)
27. Property subject to terms of Resolution by City of St. Paul Dec. No. 82-559 per Dec. No. 304305. (not shown)
28. Property subject to terms of Encroachment Permit per Dec. No. 343267. (shown on survey)
29. Property subject to encroachment of overhead cable or bridge over Second Street and Wabasha Street. (shown on survey)
30. Property subject to easement for Public Sewer per Dec. No. 82490. (shown on survey in Solid C)
31. Property subject to easement for Construction, Maintenance and Repairing Foundation Footings per Dec. No. 158027. (shown on survey)
32. Property subject to building and soil encroachment and Wabasha Street and Kellogg Boulevard. (shown on survey)

Property Acquired from USPS

Union Depot Historic Property

Dated this 30th day of April, 2008

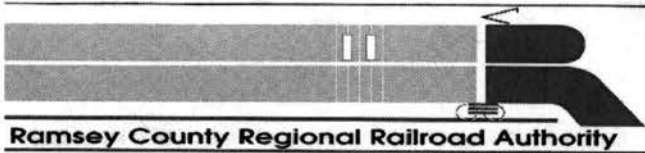
Certified by *[Signature]*
Scott A. Johnson, P.L.S., Minn. L.S. No. 17228



SUNDE
LAND SURVEYING
1000 North 1st Street, Suite 100
St. Paul, MN 55101
Phone: 612-222-1111
Fax: 612-222-1112
www.sundesurveying.com



16



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 11/17/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Adopt a Section 106 Programmatic Agreement Regarding Rehabilitation of the Union Depot Multi-Modal Transportation Hub

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority's renovation of the Union Depot involves a variety of Federal, State and local agencies who have responsibilities to protect historic properties. An important part of the review process for a historic facility is referred to as the 106 process. It provides for a Programmatic Agreement among the responsible Federal agencies, as well as other interested parties, that protects the historic resource. An Agreement has been developed for the Union Depot Multi-Modal Transit Hub project that outlines the responsibilities of RCRRA and others as the project proceeds.

(Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve the Programmatic Agreement Regarding the Rehabilitation of the Union Depot Multi-Modal Transportation Hub
2. Authorize the Chair of the Ramsey County Regional Railroad Authority to sign the Programmatic Agreement.

EXECUTIVE SUMMARY (Continued)

In the Programmatic Agreement, RCRRA agrees to a list of activities to protect the historic resource.

- RCRRA will design the facility to appropriate standards and provide for review by the State Historic Preservation Office to ensure that requirements for historic properties are followed.
- RCRRA will make two copies of the original building plans at the Northwest Architectural Archives at the University of Minnesota. One for use in the design work, and one for reference.
- RCRRA will develop a Historic Structures Report and prepare a National Register Nomination Form for the facility.
- RCRRA will develop an interpretive plan to describe the role of the Union Depot and railroads in the development of the area.

The requirements are designed to ensure that the historic resource is protected, but also to allow the project to proceed on a reasonable schedule.

A memo describing some of these requirements is attached. It was developed by Jonathon Fehr, who interned with RCRRA this summer. His memo provides a useful background on some of the historic requirements that RCRRA will need to address as the project moves forward.

SUBJECT: Adopt a Section 106 Programmatic Agreement Regarding Rehabilitation of the Union Depot Multi-Modal Transportation Hub

ATTACHMENTS:

1. Programmatic Agreement
2. Background paper on regulations regarding historic facilities

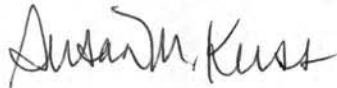
PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

This agreement allows renovation of the historic Union Depot in a way that balances the need to protect and recognize the historic facility with the Railroad Authority's need for an efficient schedule and budget.

SUBJECT: Adopt a Section 106 Programmatic Agreement Regarding Rehabilitation of the Union Depot Multi-Modal Transportation Hub

Regional Railroad Authority – Authorized Signature	Date
	11/12/09

Budgeting & Accounting – Authorized Signature	Date
	11/10/09

County Attorney – Authorized Signature	Date
	11/10/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Adopt a Section 106 Programmatic Agreement Regarding Rehabilitation of the Union Depot Multi-Modal Transportation Hub

Draft Resolution

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

3
4 WHEREAS, Federal law requires under 36 CFR Part 800, Section 106, that procedures be
5 in place through a Programmatic Agreement to protect the historic resource before a Federally
6 funded project can proceed; and

7
8 WHEREAS, A Programmatic Agreement has been negotiated with the appropriate Federal,
9 State and local organizations; now therefore be it

10
11 RESOLVED, That the Ramsey County Regional Railroad Authority approves the attached
12 Programmatic Agreement Regarding the Rehabilitation of the Union Depot Multi-Modal
13 Transportation Hub; and be it further

14
15 RESOLVED, That the Chair of the Ramsey County Regional Railroad Authority is
16 authorized to sign the Programmatic Agreement.

DRAFT

**SECTION 106 PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE FEDERAL TRANSIT ADMINISTRATION,
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
REGARDING
THE REHABILITATION OF THE ST. PAUL UNION DEPOT
AS A MULTI-MODAL TRANSPORTATION HUB
SP 91-595-20**

WHEREAS, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) are proposing to provide funding to the Ramsey County Regional Railroad Authority (RCRRA) for the development of a multi-modal transportation hub at the St. Paul Union Depot as more fully described in the Draft Environmental Assessment (Draft EA) of July 2009; and

WHEREAS, FHWA has been designated as the lead federal agency for purposes of conducting the Section 106 review, pursuant to 36 CFR Part 800; and

WHEREAS, FHWA has consulted and will continue to consult with the Minnesota State Historic Preservation Officer (MnSHPO); and

WHEREAS, FHWA and RCRRA have also consulted and will continue to consult with a wide variety of agencies, organizations, and other persons who have an interest in this project's effects on historic properties; and

WHEREAS, the Preservation Alliance of Minnesota (PAM), the St. Paul Heritage Preservation Commission (SPHPC), and Historic St. Paul (HSP) have been identified as consulting parties and have been invited to concur with this Programmatic Agreement (AGREEMENT); and

WHEREAS; the full range of effects on historic properties will not be known prior to the approval of grant funds, and this AGREEMENT provides for ongoing consultation to assess effects and resolve adverse effects in fulfillment of the requirements of Section 106 in accordance with 36 CFR 800.14(b)(1)(ii).

WHEREAS, FHWA, RCRRA, and Minnesota Department of Transportation, Cultural Resources Unit (Mn/DOT CRU), in consultation with MnSHPO, have determined the

Area of Potential Effect (APE) for the project as shown in Attachment 1 of this AGREEMENT;

WHEREAS, FHWA, RCRRA, and Mn/DOT CRU, in consultation with MnSHPO, have identified historic properties in the PROJECT's APE which are listed in or eligible for the National Register of Historic Places (as listed in Attachment 2 to this AGREEMENT), and MnSHPO has concurred with these determinations; and

WHEREAS, upon initiation of the Section 106 consultation process and in accordance with 36 CFR 800.2(c)(ii), the Mn/DOT CRU, on behalf of the FHWA, contacted 21 potentially affected Indian tribes inviting their participation in consultation; Mn/DOT CRU received three responses (*The Flandreau Santee Sioux Tribe* of South Dakota, *The Leech Lake Band of Ojibwe* of Minnesota, and *The Mille Lacs Band of Ojibwe Indians* of Minnesota); each indicated that the tribe had no objections to the proposed project but requested that construction be halted if human remains and/or other cultural materials are discovered in the project area; and

WHEREAS, this AGREEMENT was developed with appropriate public involvement (pursuant to 36 CFR 800.2(d) and 800.6(a)) coordinated with the public review and comment and public meetings conducted by FHWA and Mn/DOT to comply with NEPA and its implementing regulations; and

WHEREAS, the FHWA invited the Advisory Council on Historic Preservation (ACHP) to participate in the development of this AGREEMENT and the ACHP indicated that it would participate in consultation by letter (PENDING) to the Federal Highway Administration; and

WHEREAS, the purpose of this Programmatic Agreement (AGREEMENT) is to assess effects on historic properties (where such determination cannot be made at this time) and to identify measures to avoid, minimize, or mitigate adverse effects, as agreed with consulting parties; and

WHEREAS, FHWA will be responsible for ensuring that all aspects of PROJECT implementation meet the terms of this AGREEMENT, in collaboration with the Mn/DOT CRU, which assisted the FHWA in the preparation of information, analysis, and recommendations regarding Section 106 consultation; and

NOW, THEREFORE, the FHWA, the RCRRA, and MnSHPO, agree that the PROJECT will be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.

STIPULATIONS

FHWA will ensure that the following stipulations are carried out:

I. PROJECT DESIGN DEVELOPMENT

A. All aspects of the project work for the historic Union Depot complex (including, but not limited to, work on the headhouse, concourse/waiting room, train deck, associated trackage, 4th street approach area, and project-related work in the surrounding Lowertown Historic District) will be designed in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (SOI STANDARDS), including the Guidelines for Rehabilitating Historic Buildings and the Guidelines for the Treatment of Cultural Landscapes.

B. RCRRA will develop the project design in consultation with MnSHPO, the signatories to this agreement, and other state and local agencies and organizations. Consultation will occur throughout the design process so that historic values are integrated and incorporated into the project design. RCRRA and MnSHPO will develop a specific design review process that meets the intent of this document and that will allow RCRRA to maintain its proposed project schedule for the next phase of the project. The specific design review process will be developed within 30 days following the release of the Finding of No Significant Impact statement and completion of this Programmatic Agreement.

C. RCRRA will ensure that at least one member of the project design team meets the Secretary of the Interior's Professional Qualifications Standards for Historic Architect.

D. RCRRA will obtain a copy of the complete set of original building plans for the St. Paul Union Depot for use by project designers during the planning and design process and in future planning. These original plans are in the collections of the Northwest Architectural Archives (NAA) at the Library of the University of Minnesota. RCRRA will also fund a second copy of the set of the original building plans for donation to the NAA. This second set will be used by the NAA for future public reference purposes, and will help to protect the integrity of the original plans, which are in extremely fragile condition.

E. If there are any portions of the project where it is not feasible to reach a design that meets the SOI STANDARDS, the project will be considered to have adverse effects on historic properties. In such case, RCRRA will consult with MnSHPO and other signatories to this agreement to develop and implement a mitigation plan appropriate to the nature of the adverse effect.

II. NATIONAL REGISTER NOMINATION

A. RCRRA will prepare a National Register nomination form, in conformance with the guidelines of the National Park Service and MnSHPO, for the St. Paul Union Depot as determined eligible for the National Register with the boundaries depicted in Attachment 3 to this agreement.

B. The nomination form will be completed in consultation with MnSHPO, and will be submitted to MnSHPO for review and concurrence. RCRRA will complete the nomination by 30 percent design completion.

C. Actual nomination of the property as described in the above referenced nomination form will be at the discretion of the MnSHPO and will follow the established procedures of the National Park Service (36CFR60).

III. HISTORIC STRUCTURES REPORT

A. RCRRA will prepare a Historic Structures Report (HSR) for the entire St. Paul Union Depot historic property owned by RCRRA (including, but not limited to, the headhouse, concourse/waiting room, train deck, and associated trackage). RCRRA will ensure that one member of the HSR team will meet the Secretary of the Interior's Professional Qualifications Standards for Historic Architect. In addition, technical specialists will provide appropriate expertise to develop a comprehensive HSR for use by project designers during the planning and design process and in future planning.

B. The HSR will be completed in consultation with MnSHPO, and will be submitted to MnSHPO for review and compliance. The HSR will be completed and reviewed by 30 percent design completion.

IV. INTERPRETATION

A. RCRRA will designate a space in the Depot of at least 400 square feet to be used as a gallery of historic photos of the Depot and surrounding Lowertown Historic District. RCRRA will obtain large, high quality prints of at least 15 historic photos and mount them for display with text describing the historic context of each photo. RCRRA will prepare a brochure describing the history of the Depot and its context in the Lowertown Historic District and with respect to the construction and operation of the Great Northern Railroad. RCRRA will print at least 10,000 copies of the brochure for free distribution to Depot visitors. The display and brochure will be completed concurrent with the opening of the facility.

V. PROJECT MODIFICATIONS

A. RCRRA shall not make substantial changes to the PROJECT, defined as activities that could result in adverse effects to historic properties, without first affording the parties to this AGREEMENT the opportunity to review the proposed change and to determine whether revisions to the AGREEMENT are required, based on the proposed changes. Should changes be proposed to the PROJECT after consultation has been completed, RCRRA shall submit revised project drawings to the MnSHPO. Prior to initiation of major project construction, this review process shall take place consistent with the design review procedures and processes as described in Stipulation I of this AGREEMENT. If occurring during major project construction, the review process shall take place consistent with the requirements of project construction and in such a manner to minimize construction delay. Consultation on such changes shall occur in accordance with the steps identified in the DESIGN CONSULTATION section of this AGREEMENT.

VI. DISCOVERY

- A. Prior to completion of final design, RCRRA, in consultation with MnSHPO, will develop a plan for the unexpected discovery of archaeological remains during construction. The final plan will be submitted to MnSHPO for review and concurrence before implementation.

VII. STANDARDS

A. All work carried out pursuant to this AGREEMENT will meet the Secretary of the Interior's Standards for Archaeology and Historic Preservation, taking into account the suggested approaches to new construction in historic areas in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (SOI STANDARDS). In instances where this is not feasible, mitigation measures will be developed pursuant to this AGREEMENT.

B. RCRRA shall ensure that all work carried out pursuant to this AGREEMENT will be done by or under the direct supervision of historic preservation professionals who meet the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61 Appendix A).

VIII. DISPUTE RESOLUTION

A. Should any signatory to this AGREEMENT, including any invited signatory, object at any time to any actions proposed or the manner in which the terms of this AGREEMENT are implemented, FHWA shall consult with such party to resolve the objection. FHWA consultation shall take place within 10 days of receipt of said objection and shall be documented in the form of meeting notes and/or a written letter of response. If FHWA

determines, within 30 days of documenting consultation efforts with the objecting party that the objection cannot be resolved, FHWA shall:

1. Forward all documentation relevant to the dispute, including the FHWA's proposed resolution, to the ACHP. The ACHP shall provide FHWA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FHWA shall prepare a written response that takes into account any advice or comments from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. FHWA will then proceed according to its final decision.
2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period after receipt of adequate documentation, FHWA may render a final decision regarding the dispute and proceed accordingly. In reaching its decision, FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the AGREEMENT, and provide them and the ACHP with a copy of such written response.
3. FHWA's responsibility to carry out all other actions subject to the terms of this AGREEMENT that are not the subject of the dispute remain unchanged.

IX. AMENDMENTS

Any signatory or invited signatory to this AGREEMENT may request that it be amended, whereupon the signatories and consulting parties shall consult to consider such amendment. Any amendments shall be in writing and signed by all signatories to be effective.

X. TERMINATION OF AGREEMENT

Any signatory to this AGREEMENT may terminate it by providing thirty (30) days notice to the other parties. The parties must consult with each other during the notice period in an attempt to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the FHWA will comply with 36 CFR §§800.3 through 800.13 with regard to the undertaking covered by this AGREEMENT.

XI. DURATION OF AGREEMENT

This AGREEMENT will terminate (DATE PENDING) or upon mutual agreement of the signatories. Prior to such time, FHWA may consult with the other signatories to reconsider the terms of the AGREEMENT and revise, amend, or extend it in accordance with Stipulation XVII.

Execution of this AGREEMENT and implementation of its terms is evidence that the FHWA has afforded the ACHP a reasonable opportunity to comment on the PROJECT and that the FHWA has taken into account the effects of the PROJECT on historic properties.

SIGNATORIES:

FEDERAL HIGHWAY ADMINISTRATION

By: _____ Date: _____

FEDERAL TRANSIT ADMINISTRATION

By: _____ Date: _____

MINNESOTA STATE HISTORIC PRESERVATION OFFICE

By: _____ Date: _____

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ Date: _____

INVITED SIGNATORIES:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

By: _____ Date: _____

MINNESOTA DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____

CONCURRING PARTIES:

ST. PAUL HERITAGE PRESERVATION COMMISSION

By: _____ Date: _____

HISTORIC ST. PAUL

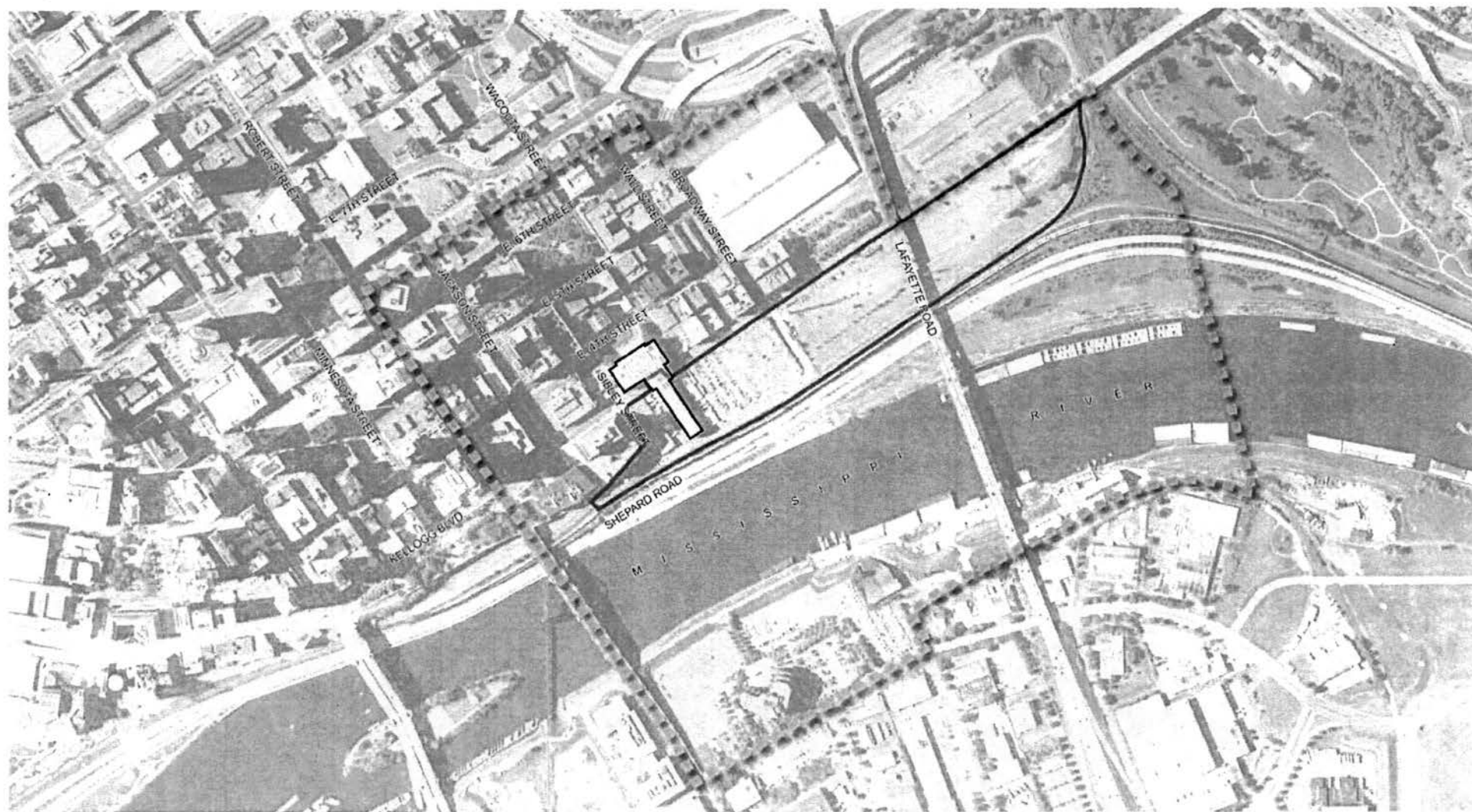
By: _____ Date: _____

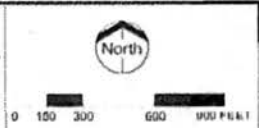
PRESERVATION ALLIANCE OF MINNESOTA

By: _____ Date: _____

NORTHWEST ARCHITECTURAL ARCHIVES

By: _____ Date: _____



 URS	 0 100 300 600 900 FEET	MINNESOTA'S UNION DEPOT Legend:  Architectural History Area of Potential Effect  Archaeological Area of Potential Effect Update: February 17, 2009		Attachment 1 Project Areas of Potential Effect for Architectural History and Archaeological Resources
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Attachment 2 – Table 1: Properties Located Within the Lowertown Historic District

SHPO No.	Name	Address	Description
*RA-SPC-0388	Tighe Building	364-382 Broadway St.	Warehouse
*RA-SPC-0389	Allen Building Annex	417 Broadway St.	Warehouse
*RA-SPC-3008	Northern Pacific Railway Warehouse	308 Prince St.	Warehouse
*RA-SPC-3351	Smith (Mears) Park	Block between Sibley & Wacouta, 5 th & 6 th Streets	Park
*RA-SPC-3352	Gordon & Ferguson Building	331-341 Sibley St.	Factory
*RA-SPC-3353	John Wann Building	350-365 Sibley St.	Commercial Building
*RA-SPC-3355	Noyes Brothers & Cutler Building	400 Sibley St./219-225 6 th St. E.	Commercial Building
*RA-SPC-4519	Depot Bar	241 Kellogg Blvd. E.	Bar
*RA-SPC-4520	Weyerhauser-Denkman Building	255 Kellogg Blvd. E	Warehouse
*RA-SPC-4522	James J. Hill Office Building	281-299 Kellogg Blvd. E.	Commercial Building
*RA-SPC-4523	Griggs & Foster's Farwell, Ozmun & Kirk Building	319 Kellogg Blvd. E./300 Broadway St.	Wholesale House
*RA-SPC-4524	Samco Sportswear Company	205-213 4 th St. E.	Building Complex
*RA-SPC-5225	St. Paul Union Depot**	214 4 th St. E.	Railroad Depot
*RA-SPC-5226	Michaud Brothers Building	249-253 4 th St. E.	Commercial Building
*RA-SPC-5227	Hackett Block	262-280 4 th St. E.	Commercial Building
*RA-SPC-5228	Chicago, St. Paul Minneapolis & Omaha Office Building	275 4 th St. E.	Office Building

Attachment 2 – Table 1 cont.: Properties Located Within the Lowertown Historic District

SHPO No.	Name	Address	Description
*RA-SPC-5229	St. Paul Rubber Company	300 4 th St. E.	Warehouse
*RA-SPC-5246	Railroad & Bank Building	176 5 th St. E.	Office Building
*RA-SPC-5248	Fairbanks-Morse Company	220 5 th St. E.	Manufacturing Facility
*RA-SPC-5249	Powers Dry Goods Company	230-236 5 th St. E.	Warehouse
*RA-SPC-5250	Conrad Gotzian Shoe Company	242 5 th St. E.	Warehouse
*RA-SPC-5251	Mike and Vic's Café	258-260 5 th St. E.	Commercial Building
*RA-SPC-5252	Rayette Building	261-279 5 th St. E.	Commercial Building
*RA-SPC-5253	Crane Building	281-287 5 th St. E.	Warehouse
*RA-SPC-5271	Konantz Saddlery Company/Railroad	227-231 6 th St. E.	Factory
*RA-SPC-5272	Koehler & Hinrichs	235-237 6 th St. E.	Commercial Building
*RA-SPC-5273	George Somers Company	245 6 th St. E.	Commercial Building
*RA-SPC-5274	Seestedt Carpets	282 6 th St. E.	Commercial Building
*RA-SPC-5275	J. H. Allen Building	287 6 th St. E.	Warehouse
*RA-SPC-5461	Gotzian Building	352 Wacouta St.	Warehouse
*RA-SPC-5462	Finch, Van Slyck & McConville Dry Goods Company	366 Wacouta St.	Commercial Building
RA-SPC-5364	J. H. Weed Building	208-212 7 th St. E.	Commercial Building
RA-SPC-5365	Constans Block	224-240 7 th St. E.	Hotel
RA-SPC-5366	Walterstroff and Montz Building	216-220 7 th St. E.	Commercial Building
RA-SPC-5369	B & M Furniture (western building)	252 7 th St. E.	Commercial Building
RA-SPC-5370	B & M Furniture (eastern building)	256 7 th St. E.	Commercial Building

Attachment 2 – Table 1 cont.: Properties Located Within the Lowertown Historic District

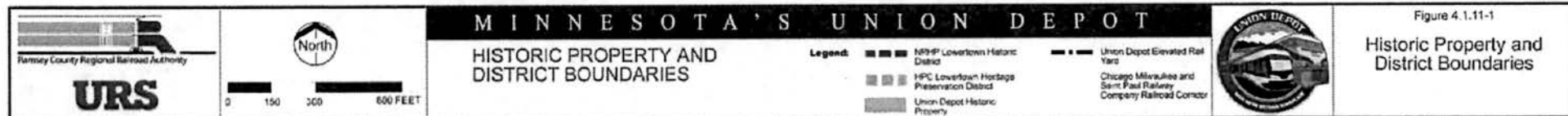
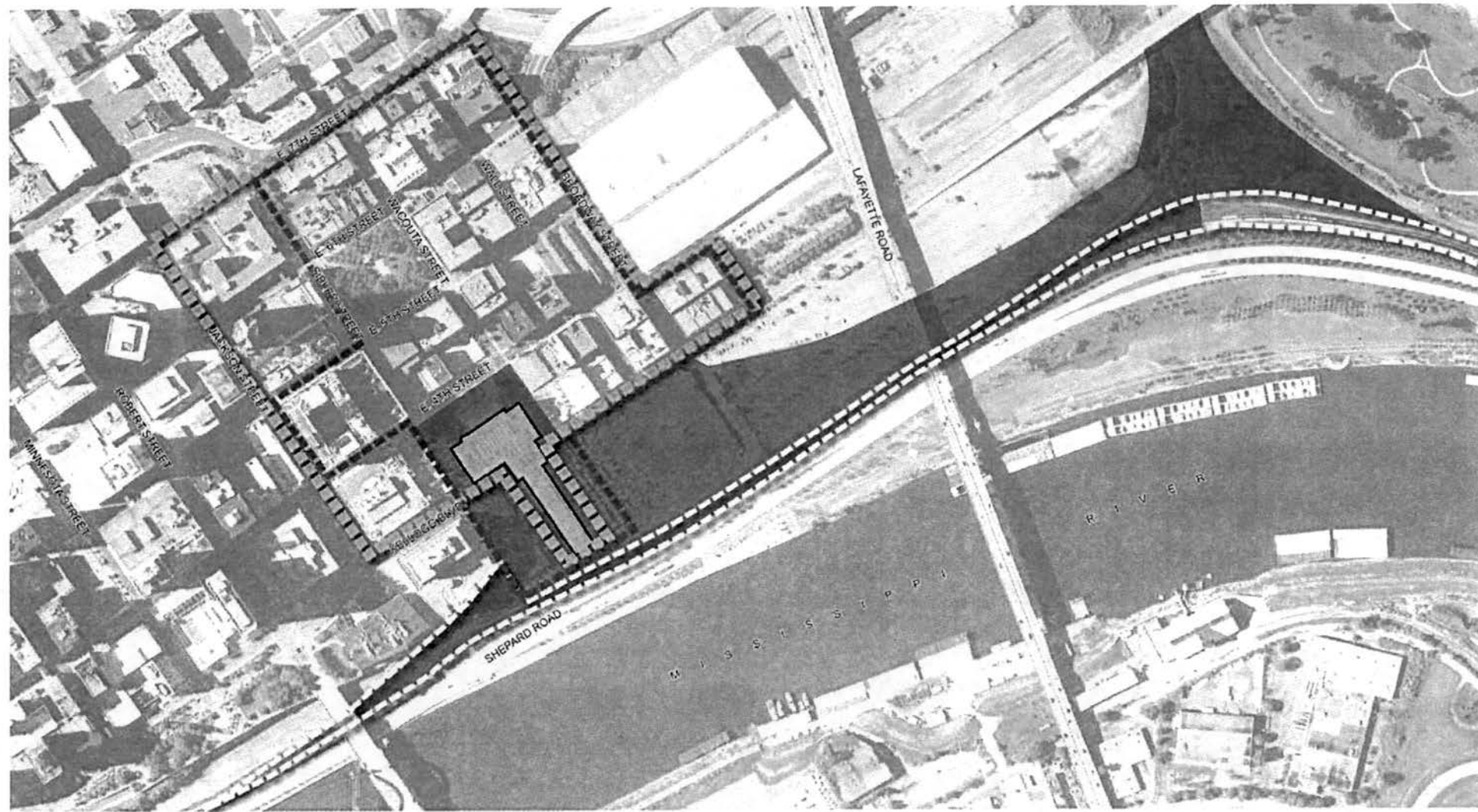
SHPO No.	Name	Address	Description
RA-SPC-5371	O'Connor Building	264-266 7 th St. E.	Commercial Building
RA-SPC-5463	Engine Company No. 2	412 Wacouta St.	Fire Station
RA-SPC-5464	Boston and Northwest Realty Company Wacouta St. Warehouse	413 Wacouta St.	Warehouse

*Within project APE

**Also individually listed in the NRHP

Attachment 2 – Table 2: Additional Properties within the APE Eligible for or Listed in the NRHP

SHPO No.	Name	Address	Description	NRHP Status
RA-SPC-1979	Merchants National Bank Building (McColl Building)	366-368 Jackson St. N.	Bank and Offices	Listed
RA-SPC-3169/5223	Pioneer and Endicott Complex	141 4 th St. E.; 350 Robert St. N	Office Buildings	Listed
RA-SPC-3170	Manhattan Building	360 Robert St. N	Office Building	Listed
RA-SPC-4517	Farwell, Ozmun, Kirk & Company	150-160 Kellogg Blvd. E.	Warehouse	Recommended Eligible (Pending SHPO)
RA-SPC-6904	Union Depot Elevated Rail Yards	Kellogg Blvd. E.	Rail Yard	Recommended Eligible (Pending SHPO)
RA-SPC-4518	United States Post Office – Customhouse	180 Kellogg Blvd. E.	Post Office	Recommended Eligible (pending SHPO)
RA-SPC-6903	Endicott Arcade Addition	142 East Fifth Street	Commercial Building	Recommended Eligible (pending SHPO)
RA-SPC-7891	Chicago Milwaukee and Saint Paul Railway Company Railroad Corridor	South edge of Union Depot Elevated Rail Yard and north of Shepard/Warner Road	Railroad Corridor	Recommended Eligible (pending SHPO)



THE ST. PAUL UNION DEPOT AND THE FEDERAL REVIEW PROCESS FOR HISTORIC PRESERVATION

Jonathan R. Fehr, Ramsey County Regional Railroad Authority
Evelyn M. Tidlow, Commonwealth Cultural Resources Group, Inc.
September 2009

INTRODUCTION

The federal review process for historic preservation is, in part, a reaction to the destructive and insensitive nature of urban renewal programs in the 1950s and 1960s. The passage of the Federal Housing Act of 1949 and the Federal Highway-Aid Act of 1956 signaled a new wave of large-scale urban renewal projects that carved out large swaths of historic city cores to make way for modern highways, promenades, civic centers, and housing projects. In many cases, vibrant urban neighborhoods were uprooted and divided and historic landmarks were destroyed or altered beyond recognition, leaving the historic fabric and identity of many American cities irreparably damaged. In Saint Paul, the neoclassical New York Life Insurance Building and the Renaissance-revival Guardian Building were both demolished in the 1960s to make way for the new developments of Kellogg Square and Capital Centre (Hess). By the mid 1960s, a significant national backlash began to brew against this seemingly wanton destruction. This backlash was channeled into political action with the passing of the National Historic Preservation Act (NHPA) of 1966, which outlined a more stringent review process for federally funded or permitted projects. The federal review process outlined in the NHPA remains the basis for all federally funded or permitted projects affecting historic properties, including the rehabilitation of the National Register-listed Union Depot in Saint Paul. Now, as the Ramsey County Regional Railroad Authority (RCRRA) proceeds with its plans for a new multi-modal hub, an understanding of the various preservation review processes and roles at the federal, state, and local levels will go a long way towards ensuring the success of the project.

SECTION 106 PROCESS

For the Union Depot project, agencies at the federal, state, and local levels participate in the federal review process as outlined in Section 106 of the NHPA. Section 106 establishes a formal set of guidelines for historic preservation for federal projects. More specifically, Section 106 stipulates that federal agencies must consider the effects of their projects on both the property itself and the immediate environment or Area of Potential Effects (APE) surrounding it. (In the case of the Union Depot project, the APE is a 27-block region from Sixth Street extending south to Fillmore Avenue and bounded by Lafayette Road to the east and Robert Street to the west.) Once the APE is established, the Minnesota Department of Transportation's Cultural Resources Unit (CRU) (on behalf of the Federal Highway Administration [FHWA]) initiates the formal review process, which consists of three steps: 1) identifying and evaluating historic properties within the APE; 2) assessing the effects of an undertaking on these historic properties; and 3) consulting for methods to avoid, minimize, or mitigate any adverse effects.

FEDERAL LEVEL

The FHWA is the lead federal agency for the project and therefore assumes responsibility for complying with Section 106; however, CRU acts for FHWA in conducting the Section 106 process. Participating in the 106 process is the federal Advisory Council on Historic Preservation (ACHP). The ACHP is an independent federal agency that promotes the preservation of our nation's historic resources and advises the President and Congress on national historic preservation policy. The ACHP is the only entity with the legal responsibility to encourage federal agencies to factor historic preservation into federal project requirements. Additionally, as outlined in the NHPA, FHWA/CRU must contact regional Native American tribes and invite them to participate in the project.

STATE LEVEL

At the state level, the NHPA established a system of State Historic Preservation Offices (SHPOs) to consult with the ACHP and work directly with the federal agencies implementing a project. In terms of the Union Depot project, the Minnesota SHPO collaborates with the project's main funder (FHWA, represented by CRU) and the RCRRA, which is implementing the project. The Minnesota SHPO assists CRU in carrying out its preservation responsibilities by reviewing the Union Depot project plans and judging conformance with Secretary of the Interior's Standards for Historic Rehabilitation, as outlined in the NHPA. In most cases, the Minnesota SHPO will be the main state advisor to CRU and RCRRA on matters of historic preservation compliance.

LOCAL LEVEL

At the local level, a number of players are involved with the federal review process. First, RCRRA, as the proponent of the project, is working with FHWA and CRU to assist with Section 106 compliance and move the project forward. Second, the St. Paul Heritage Preservation Commission (HPC) will provide local expertise. While SHPO will be the main state advisor, the HPC will continue to dispense a wealth of local preservation knowledge and provide greater depth and detail to the consultations among CRU, RCRRA, and SHPO. Additionally, RCRRA will host public meetings on September 9, 2009, which will give local groups and individuals a chance to comment on the project's conceptual plans and potential adverse effects on historic properties. Other local groups likely to have a role in the project include Historic Saint Paul and the Preservation Alliance of Minnesota.

ADVERSE EFFECTS AND MITIGATION

Fundamental to the discussions among CRU, RCRRA, and SHPO is the issue of adverse effects as related to the Union Depot project. As defined by Section 106, an "adverse effect" is an action that alters the characteristics (location, design, setting, materials, workmanship, feeling, or associations) that qualify the property for the National Register. When an adverse effect is found, CRU, on behalf of FHWA, makes a determination of effect that is submitted to SHPO for comment. Furthermore, any consulting party that finds an adverse effect may invite the ACHP to participate in the review process. For this project, FHWA has indicated that it will invite the ACHP to participate in the 106 process.

Because the full range of effects on historic properties cannot be known prior to the approval of grant funds, a Programmatic Agreement will be developed and signed to provide for ongoing consultation to assess effects and resolve adverse effects in fulfillment of the requirements of Section 106. The draft Programmatic Agreement for this project is appended to this summary. It lays out a design review process that will eliminate or mitigate adverse effects on historic properties.

COROLLARY ACTS

A number of corollary acts play into the review process, most notably the National Environmental Policy Act (NEPA) of 1969. Under NEPA, the FHWA is responsible for completing an Environmental Assessment (EA) that includes a section on historical, architectural, and archaeological properties affected by the project. A large portion of the historical section of the EA is merely a summary of Section 106 process and results. However, the EA takes a more broad view of the project's potential impact on the "human environment."

In addition to Section 106 requirements, the historical section of the EA provides a more thorough analysis of the need for the proposal and a systematic analysis of alternatives, which are benchmarked against the "no build" option.

Furthermore, the Union Depot project must comply with Section 4(f) of the Department of Transportation (DOT) Act of 1966. Section 4(f) is intended to prevent FHWA from converting certain parks, wildlife and water fowl refuges, recreation areas, or historic properties into transportation-related projects without carefully considering alternatives. More specifically, FHWA must determine that there is "no feasible and prudent alternative and all possible planning has been done to minimize harm to properties covered by Section 4(f)." The depot's National Register listing, its location within a National Register Historic District, and its adjacency to Bruce Vento Nature Sanctuary qualify it for of Section 4(f) review. Based on consultations among FHWA, CRU, SHPO, HPC, and various local parties, no "feasible and prudent alternative" to the use of the Union Depot has been found and the project includes all possible planning to minimize harm to adjacent properties.

PROGRESS THUS FAR

As of now, CRU has sent letters to 21 Native American tribes, conducted archaeological and standing structures investigations, and is well into the process of reviewing design plans with RCRRA and SHPO. CRU and RCRRA initiated the Union Depot consultation process on June 7, 2007, with a coordinated meeting among representatives of CRU, RCRRA, SHPO, and HPC. Since spring 2007, CRU, with assistance from RCRRA, has been consulting with interested parties and conducting the investigations needed to fulfill the requirements of Section 106. The published draft EA summarizes the Section 106 compliance process to date.

REMAINING STEPS

At this point in the process, a number of steps remain. First, RCRRA will solicit local input on the project's potential impact on historic properties by hosting two public meetings on September 9, 2009. Next, after the close of the EA public comment period on October 8, the RCRRA will sign a Programmatic Agreement with CRU, SHPO, and other consulting parties. This Programmatic Agreement will officially outline the hierarchy of roles and establish a formal list of consulting parties for the Section 106 review process. Throughout this process, the RCRRA has an ongoing obligation to ensure that the Union Depot's design conforms to the Secretary of Interior's Standards for the Treatment of Historic Properties (NPS).

CONCLUSION

As plans move forward for the Union Depot multi-modal hub, a working knowledge of the various preservation review processes and roles at the federal, state, and local levels will be tremendously helpful in ensuring the success of the project. The lasting impact of the National Historic Preservation Act of 1966 is still felt today as federal projects are subject to ever-more stringent review procedures. At times the process may seem cumbersome or needlessly restrictive, but one must remember that it provides an important system of checks against the insensitive destruction of historical resources, which often plagued our country's past. As the RCRRA moves forward, it is well on its way to completing not only a functional and aesthetically pleasing rail depot, but also a sensitively-restored historic landmark that will be a point of pride for Minnesotans for generations to come.

FOR MORE INFORMATION

ACHP Website. "About the ACHP: General Information." 24 June 2008.

<<http://www.achp.gov/aboutachp.html>>.

Adverse Effect Mitigation: <<http://dotapp7.dot.state.mn.us/edms/download?docId=622181>>.

US DOT Section 4(f): <<http://www.environment.fhwa.dot.gov/projdev/4fpolicy.asp>>.

Federal Review Process Flow Chart: <<http://www.achp.gov/flowexplain.html#initiate>>.

Hess, Jeffrey A. *St. Paul's Architecture*. Minneapolis: University of Minnesota Press, 2006.

MNHS Definition of Adverse Effect: <<http://www.mnhs.org/shpo/review/faq.htm>>.

NPS: *Secretary of the Interior's Standards for Historic Rehabilitation*. 19 July 2009.

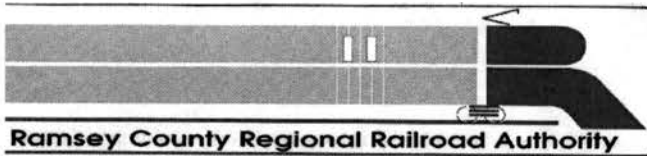
<<http://www.nps.gov/history/hps/tps/standguide/>>.

Section 106: <<http://www.achp.gov/regs-rev04.pdf>>.

Stark and Mark. *Phase I and II Architectural History Survey for the Union Depot Multi-Modal Transit Hub Project*. 106 Group Consultants. Prepared for RCRRA, May 2007.

St. Paul Heritage Preservation Commission: <<http://www.stpaul.gov/index.aspx?NID=1831>>.

URS Consultants. *Preliminary Environmental Assessment of Minnesota's Union Depot*. August 2009.



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 11/17/09

Regional Railroad Authority Meeting Date: _____

SUBJECT: Negative declaration of potential environmental effects of the Union Depot Multi-Modal Transit Hub project

EXECUTIVE SUMMARY

An Environmental Assessment for the Union Depot Multi-Modal Transit Hub project was undertaken to determine potential impacts and to determine whether there is a need to conduct a full Environmental Impact Statement (EIS). The assessment was published on August 24, 2009, public hearings were held and the comment period closed on October 8, 2009. If an EIS is not required, the Federal Highway Administration issues a Finding of No Significant Impact (FONSI) that the project can proceed with Federal funding.

(Executive Summary is continued on the following page)

ACTION REQUESTED

That the Ramsey County Regional Railroad Authority makes the following specific findings of fact:

1. The Ramsey County Regional Railroad Authority is the Responsible Governmental Unit for preparation of environmental review of the project.
2. A Federal Environmental Assessment (EA) was prepared and distributed to the State of Minnesota Environmental Quality Board Environmental Review Program Distribution List on August 24, 2009.
3. Two public hearings were held on the EA on September 9, 2009, and the comment period ended on October 8, 2009.
4. RCRRA staff has reviewed the comments received.
5. In considering the type, extent, and reversibility of the environmental effects of the project, there will be no significant environmental effects resulting from the proposed development of the Union Depot Multi-Modal Transit Hub as proposed.

EXECUTIVE SUMMARY (Continued)

The Assessment did not identify impacts that suggest a full Environmental Impact Statement should be conducted. In addition, the Federal reviewing agencies did not state in their comments that there was a need for an EIS.

Comments received during the comment period have been analyzed and incorporated into an Environmental Assessment Update. There do not appear to be any issues raised that would trigger an EIS. The next step is for RCRRA to state that it does not believe that an EIS is required. That recommendation proceeds through the Minnesota Department of Transportation to the Federal Highway Administration for their approval. Federal funds cannot be used to advance the project until the FONSI is approved.

The draft resolution makes that declaration by the RCRRA.

SUBJECT: Negative declaration of potential environmental effects of the Union Depot Multi-Modal Transit Hub project

ATTACHMENTS:

Environmental Assessment Update and Request for Finding of No Significant Impact

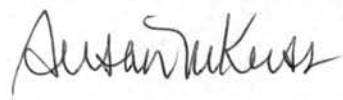
PREVIOUS ACTION:

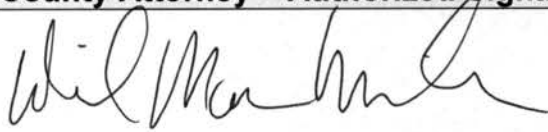
COUNTY MANAGER'S COMMENTS:

The declaration that no Environmental Impact Statement is required is a necessary step in releasing the \$45 million in SAFETEA-LU funding for the Union Depot.

SUBJECT: Negative declaration of potential environmental effects of the Union Depot Multi-Modal Transit Hub project

Regional Railroad Authority – Authorized Signature	Date
	11/12/09

Budgeting & Accounting – Authorized Signature	Date
	11/10/09

County Attorney – Authorized Signature	Date
	11/10/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Negative declaration of potential environmental effects of the Union Depot Multi-Modal Transit Hub project

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority is the Responsible
2 Governmental Unit for environmental review of the Union Depot Multi-Modal Transit Hub; and
3

4 WHEREAS, The RCRRA prepared an Environmental Assessment (EA) to determine if the
5 development of the Multi-Modal Transit Hub has the potential for significant environmental effects;
6 and
7

8 WHEREAS, The availability of the EA was officially noticed on August 24, 2009 in the EQB
9 Monitor, two public hearings on the contents were held on September 9, 2009, and comments on
10 the EA were received until October 8, 2009; and
11

12 WHEREAS, Staff has reviewed all of the comments made at the public hearing and
13 received during the comment period, all of which are included in the Environmental Assessment
14 Update; and
15

16 WHEREAS, no federal or state or local agencies that submitted comments requested that
17 an Environmental Impact Statement be prepared for the Union Depot Multi-Modal Transit Hub
18 project; now, therefore be it
19

20 RESOLVED, That the Ramsey County Regional Railroad Authority hereby makes the
21 following specific findings of fact:
22

- 23 1. The Ramsey County Regional Railroad Authority is the Responsible Governmental Unit for
24 preparation of environmental review of the project.
25
- 26 2. A Federal Environmental Assessment (EA) was prepared and distributed to the State of
27 Minnesota Environmental Quality Board Environmental Review Program Distribution List on
28 August 24, 2009.
29
- 30 3. Two public hearings were held on the EA on September 9, 2009, and the comment period
31 ended on October 8, 2009.
32
- 33 4. RCRRA staff has reviewed the comments received.
34
- 35 5. In considering the type, extent, and reversibility of the environmental effects of the project,
36 there will be no significant environmental effects resulting from the proposed development
37 of the Union Depot Multi-Modal Transit Hub as proposed.

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
and
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

ENVIRONMENTAL ASSESSMENT UPDATE
&
REQUEST FOR FINDING OF NO SIGNIFICANT IMPACT
for

SP 91-595-20

MINNESOTA'S UNION DEPOT
Section, Township, Range: Sec. 5, 6, T28N, R22W and Sec. 32, T29N, R22W

In the City of: Saint Paul, In the County of: Ramsey

Submitted pursuant to 42 USC 4332
by the
FEDERAL HIGHWAY ADMINISTRATION and
Ramsey County Regional Railroad Authority
In cooperation with the Federal Transit Administration

PROPOSED IMPROVEMENT: Rehabilitation and reuse of Minnesota's Union Depot as a multi-modal transit hub.

Recommended:

Ramsey County Regional Railroad Authority

Date

Reviewed and Recommended:

District State Aid Engineer

Date

Approved:

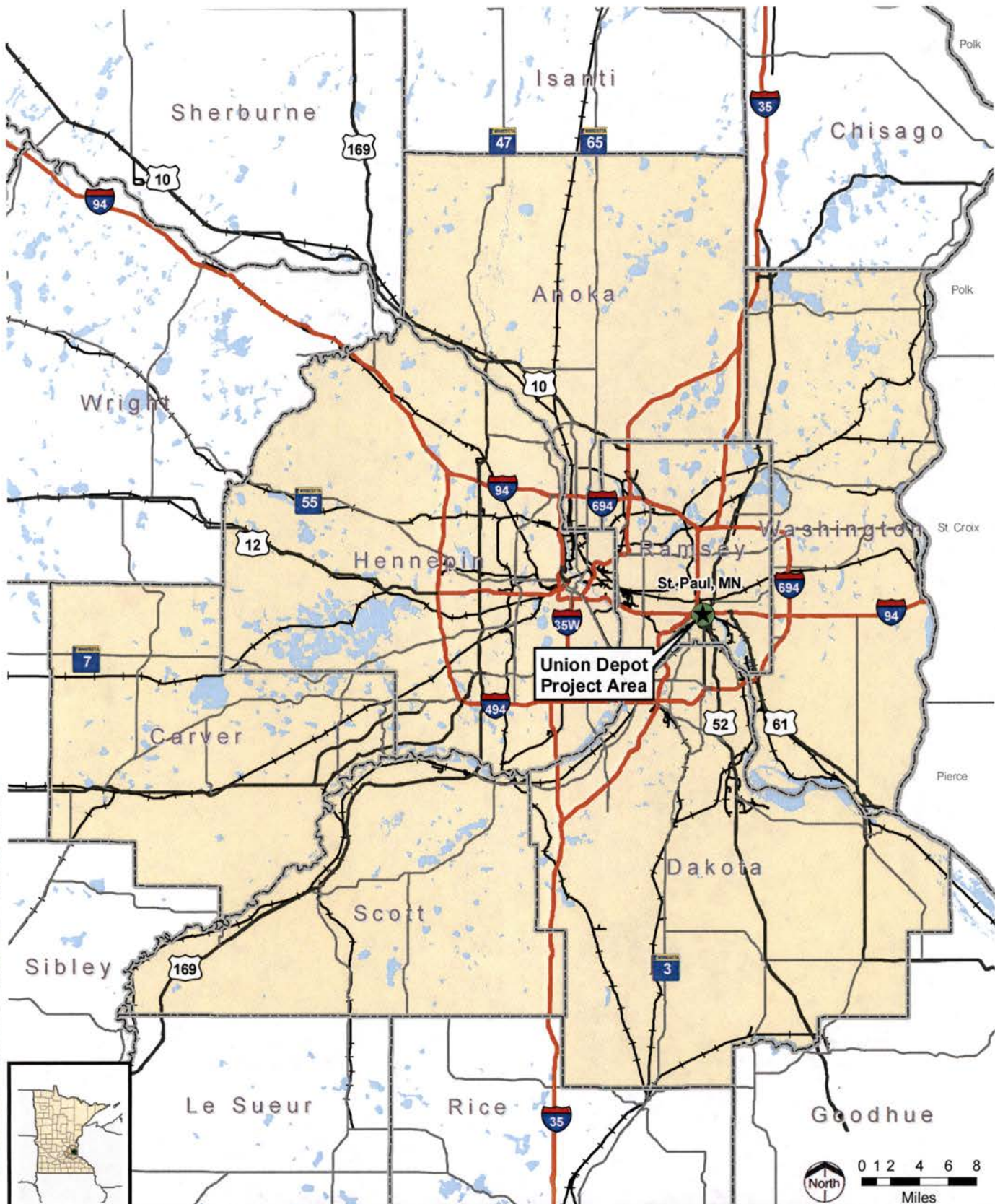
State Aid Engineer
State Aid For Local Transportation

Date

SP 91-595-20
Environmental Assessment Update
October 2009

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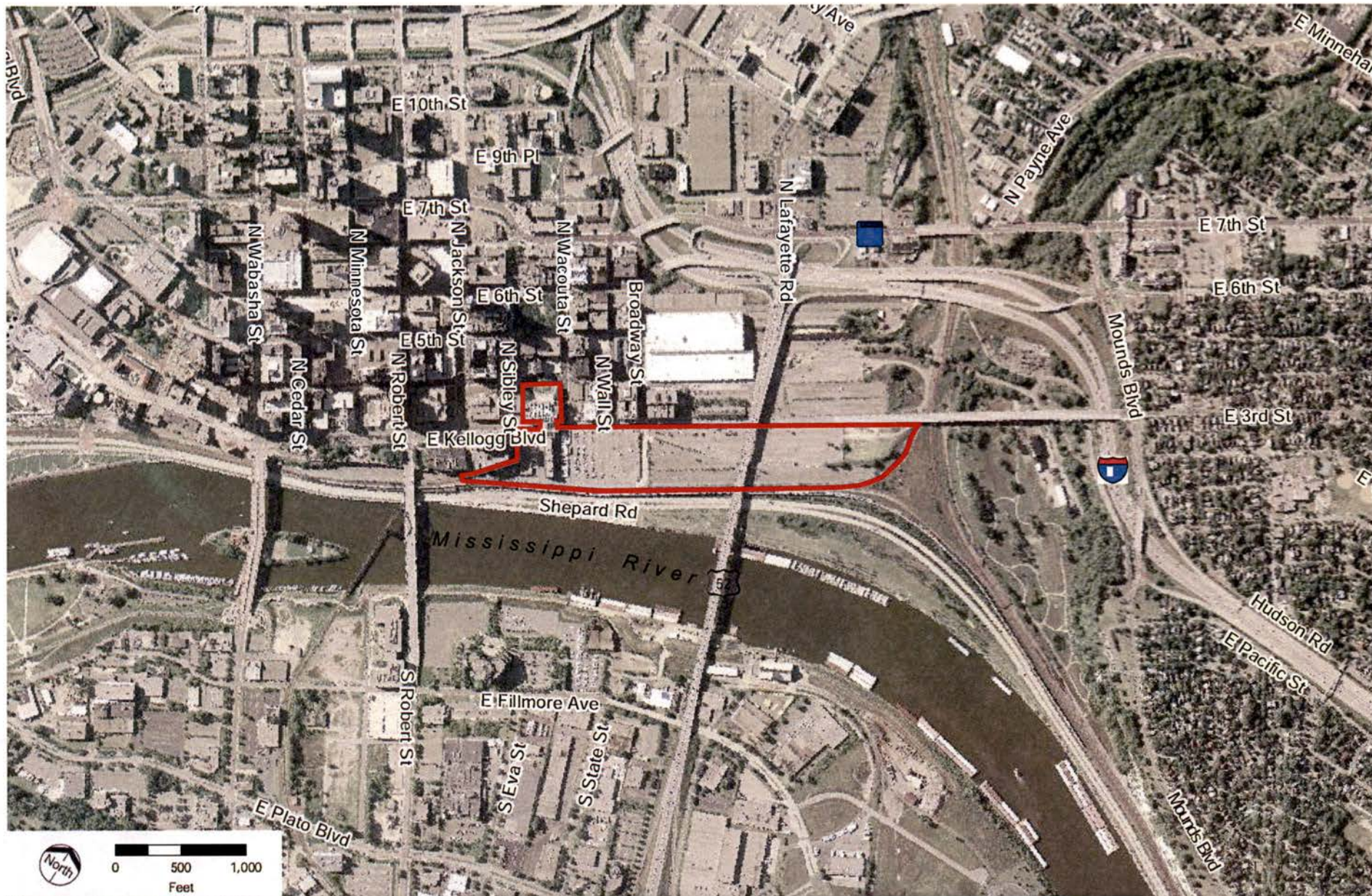
MINNESOTA'S UNION DEPOT

Figure 1

Minnesota's Union Depot State Map

November 2007 Data Source: Mn/DOT, DNR





0 500 1,000
Feet



URS

Legend

 Site Boundary

Aerial Photography taken Aug 2006



Figure 2

**Aerial
Project Location**

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I. OPENING STATEMENT

This Environmental Assessment (EA) Update provides for new information regarding the action, environmental issues, and mitigation measures since the approval of the EA on July 30, 2009, documents the public and agency involvement process, includes a statement that an Environmental Impact Statement (EIS) is not necessary, and requests a Finding of No Significant Impact (FONSI) by the FHWA.

II. PROPOSED ACTION

The following describes changes to the project location or description since the EA.

Since preparing the EA, Ramsey County Regional Railroad Authority (RCRRA) has acquired a portion of the Union Depot head house. This occurred when in the course of negotiating a pedestrian easement through the head house, which was included in the EA, it became apparent to both parties that it would be mutually beneficial for RCRRA to acquire a portion of the head house, including the main floor where the easement was desired. By acquiring a portion of the Union Depot head house there is no longer a need to acquire an easement through the head house to facilitate Central Corridor LRT connections to other modes. At the time the EA was prepared, the boundary shown in Figure 1.2.1-1 of the EA (and subsequent figures) was accurate by separating the concourse from the head house. However, the project boundary should currently include the head house.

III. SOCIAL, ECONOMIC AND ENVIRONMENTAL IMPACTS

The following summarizes **new** information/findings/determinations to the anticipated impacts not presented in the EA.

Acquisitions and Displacements

In response to a comment received from the City of St. Paul, the second paragraph on page 25 should read: "The head house, in addition to being a residential building, also contains retail and restaurant businesses. Although the interior layout of the head house has not yet been determined, it is likely that these businesses will experience increased noise and activity from increased pedestrian activity in the head house."

Historic Architectural and Archaeological Properties

In response to a comment received from the City of St. Paul, the first sentence of the last paragraph on page 61 should read: "The project would have minor direct impacts on the CM&StP Railroad Corridor Historic District (recommended

eligible pending state historic preservation office [SHPO] review) segment in the vicinity of the Union Depot.”

Subsequent to the distribution of the EA for review and comment, a Draft Programmatic Agreement (Appendix F) has been developed for the proposed project. The Programmatic Agreement recognizes that the full range of effects on historic properties will not be known prior to the approval of grant funds, and the agreement provides for ongoing consultation to assess effects and resolve adverse effects in fulfillment of the requirements of Section 106 of the National Historic Preservation Act. RCRRRA and the signatories of the agreement will ensure that adverse impacts of all new construction will be identified and addressed during the design phase of the project.

Traffic

In response to a comment received from the Metropolitan Council and Metro Transit, a footnote should be added to Table 4.2.1-2 of the EA that states: “Metro Transit has not determined which routes will operate with a stop at the Union Depot. The number of bus trips included in this table is based on the possible modifications to the bus routes discussed in Section 4.2.3 Transit.”

Aeronautics

In response to a comment received from the City of St. Paul, The text on page 93 describing the Build Alternative Impacts on Aeronautics should have read: “The project site is located in the Influence Area of the Downtown Saint Paul Airport.” As a result, the RCRRRA will coordinate with the Federal Aviation Administration (FAA), Mn/DOT Office of Aeronautics, Metropolitan Airports Commission (MAC), and the City of Saint Paul to ensure there are no adverse impacts on airport operations.”

Air Quality

In response to a comment received from the Metropolitan Council and Metro Transit, the proposed project would be exempt from EPA transportation conformity requirements based on 40 CFR 93.126. The second sentence of the third paragraph on page 97 of the EA should read: “This project is exempt from EPA transportation requirements based on 40 CFR 93.126 because it is a reconstruction of a transit terminal and therefore no conformity analysis has been performed.”

Noise

In response to a comment received from the Metropolitan Council and Metro Transit, the first sentence of the fourth full paragraph on page 104 of the EA was intended to read: “Metro Transit will modify selected routes currently providing service in downtown Saint Paul to provide service to the Union Depot.”

IV. PROPOSED MITIGATION

The following summarizes changes to proposed mitigation.

Noise and Vibration

The text of the EA suggested possible methods for reducing the noise generated by the project, this was beyond the scope of the EA. In response to a comment received from the Metropolitan Council and Metro Transit, Section 4.3.3 Noise, Mitigation Measures on page 105 should have read: "The results of the noise assessment indicate that the project will produce no noise impacts, as a result no mitigation is required."

However, in response to a comment received regarding noise transfer in the Union Depot head house, the RCRRA will mitigate the impacts of sound and vibration from the retail and restaurants located on the main floor of the head house on to the residential apartments and condominiums located on the upper floors. This will be accomplished through a combination of four elements: selection of tenants, isolation, mass, and damping. The selection of tenants will be an important method of decreasing the impact of noise and vibration from the commercial businesses in the head house on the residences above. As RCRRA considers potential tenants in the head house, they will consider the likely noise and vibration that those tenants will cause and what effect that will have on the residences. Any activity in the head house would likely generate some noise and vibration; therefore, RCRRA will use a combination of design elements to prevent the transfer of noise and vibration within the structure. Isolation of noise and vibration could be accomplished through the installation of sheetrock on springs. Massing could be accomplished by the construction of addition interior walls from cinder blocks. Damping of noise and vibration could be sound absorbing materials.

Water Quality

In response to a comment received from the Minnesota Pollution Control Agency, the final plans for the site will need to meet the NPDES Construction Stormwater Permit including the requirements for additional BMPs for special waters and impaired waters.

Hazardous Materials

In response to a comment received from the Minnesota Pollution Control Agency, RCRRA will work with (and follow the requirements of) the Minnesota Department of Health and Minnesota Pollution Control Agency to ensure that human health and the environment are not adversely affected by the removal/treatment of hazardous materials associated with the proposed project.

Draft Section 4(f) Evaluation

In response to a comment received from the Metropolitan Council and Metro Transit, the text on page 169 of the EA contained a typographical error and was intended to read: "A Programmatic Agreement between FHWA, Mn/DOT, RCRRA, Advisory Council on Historic Preservation, and Mn/SHPO is being developed to guide the design and construction of the multi-modal transit hub and satisfy Section 106 requirements."

V. PUBLIC HEARING REQUIREMENTS

The Ramsey County Regional Railroad Authority held two public hearings on September 9, 2009 at the Union Depot Head House, 214 4th Street E, St. Paul, MN 55101. A "Notice of Availability" was published in the EQB Monitor on August 24, 2009 and a paid legal notice was published in the St. Paul Pioneer Press on August 24, 2009. A total of 35 people attended these hearings.

The public hearings were held from 12:30 pm to 2:30 pm and 5:30 pm to 7:30 pm. The public hearings utilized an open house format with formal presentations. The formal presentations during the afternoon meeting were at 1:00 pm and 2:00 pm, for the evening meeting the formal presentations were at 6:00 pm and 7:00 pm. A court reporter recorded oral comments during the comment portion of the hearings and the transcripts are included in Appendix E. Comment forms were available for attendees to submit written comments at the end of the public hearings or at the end of the public comment period. Concerns raised during the comment portion of the hearings were addressed during the hearing.

The following are attached:

- Appendix A: Affidavit of Publication
- Appendix B: Certificate of Compliance
- Appendix C: EA Distribution List
- Appendix D: Ramsey County Regional Railroad Authority Board Resolution
- Appendix E: Findings of Fact and Conclusions (includes Agency Comments Received, Public Comments Received, Responses to Agency and Public Comments, and Public Hearing Transcript)

VI. RECOMMENDATION FOR FINDING OF NO SIGNIFICANT IMPACT

The proposed project is the rehabilitation and reuse of Minnesota's Union Depot (formerly the Saint Paul Union Depot) as a multi-modal transit hub. Proposed improvements would restore passenger transportation, preserve the Union Depot, and accommodate the relocation of passenger service from the Midway Amtrak Station and Saint Paul Greyhound Bus Station to the Union Depot.

The proposed project includes reintroducing passenger transportation to the elevated train deck including rebuilding a portion of the train deck over the existing vehicular ramp; reintroducing vertical circulation (i.e. stairs, elevators, escalators) between the train deck, the waiting room, and under track level; adding pedestrian and bicycle facilities to the under track level; and building a new vehicular ramp by cutting into the deck. The proposed project will also include the removal of the 1978 United States Postal Service (USPS) Annex, as well as the removal of approximately twenty-feet of the northern edge of the deck to provide clearance for the pedestrian/bicycle way.

Based on the documentation of impacts in the EA and this EA Update, and the comments received in response to the public hearing and the public comment period, the Ramsey County Regional Railroad Authority County Board has issued a negative declaration that the project does not have the potential for significant environmental effects, and recommends that the Federal Highway Administration prepare a Finding Of No Significant Impact (FONSI) for this project.

VII. PROJECT MANAGER

Steve Morris, Transit Project Manager
Ramsey County Regional Railroad Authority
50 W Kellogg Boulevard, Suite 6560 RCGC-West
St. Paul, MN 55102
Phone 651-266-2795, Fax 651-266-2761
steve.morris@co.ramsey.mn.us

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Appendix A: Affidavit of Publication

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St. Paul Pioneer Press Order Confirmation

15

St. Paul Pioneer Press Order Confirmation

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Notice of Availability State of Minnesota County of Ramsey

Environmental Assessment and Draft Section 4(f) Evaluation for the rehabilitation and reuse of Minnesota's Union Depot as a multi-modal transit hub.

Public Hearings September 9, 2009 12:30 pm to 2:30 pm and 3:30 pm to 7:30 pm at the Union Depot Head House, 214 E 4th St. St. Paul, MN, 55101.

An Environmental Assessment and Draft Section 4(f) Evaluation (EA) has been prepared by Ramsey County Regional Railroad Authority (RCRRA) and the Federal Highway Administration (FHWA) in cooperation with the Federal Transit Administration (FTA) for the rehabilitation and reuse of Minnesota's Union Depot (formerly the Saint Paul Union Depot) as a multi-modal transit hub. In accordance with the National Environmental Policy Act (NEPA) of 1969 an EA has been prepared to assess the potential impacts of the proposed project on the human and natural environment. The purpose and need for the proposed project is to restore passenger transportation and preserve the Union Depot and to accommodate the relocation of passenger service from the Midway Amtrak Station and Saint Paul Greyhound Bus Station to the Union Depot.

The proposed project includes reintroducing passenger transportation to the elevated train deck including rebuilding a portion of the train deck over the existing vehicular ramp; reintroducing vertical circulation (i.e. stairs, elevators, escalators) between the train deck, the waiting room, and under track level; adding pedestrian and bicycle facilities to the under track level; and building a new vehicular ramp by cutting into the deck. The project will also include the removal of the 1978 United States Postal Service (USPS) Annex as well as the removal of approximately twenty feet of the northern edge of the deck to provide clearance for the pedestrian/bicycle way.

The proposed federal action under evaluation in the EA is the rehabilitation and reuse of Minnesota's Union Depot as a multi-modal transit hub. The rehabilitation of the Union Depot will be done in accordance with a Programmatic Agreement to comply with Section 106 requirements of the National Historic Preservation Act and U.S. Department of

St. Paul Pioneer Press Order Confirmation

Transportation Section
4(f) Evaluation.

Public comments are being solicited regarding the EA and the potential project's impacts in accordance with NEPA. Public comments are being solicited regarding the proposed project's potential for effects to historic properties in accordance with Section 106.

The comment period for the EA will remain open from August 24-October 8, 2009. Written comments on the EA will be accepted until the close of business on October 8, 2009 and should be sent to Steve Morris, Transit Project Manager, RCRA, 50 W Kellogg Boulevard, Suite 6500, RCGC West, St. Paul, MN 55102, phone 651-266-2795, fax 651-266-2761, or e-mail steve.morris@rcra.com, rcra.com. If you have questions regarding the proposed project, please contact Steve Morris by e-mail or by calling 651-266-2784.

To afford an opportunity for all interested persons, agencies, and groups to comment on the EA, two public hearings have been scheduled for September 9, 2009 at the Union Depot Head House, 214 4th Street E, St. Paul, MN 55101 from 12:30 pm to 2:30 pm and 5:30 pm to 7:30 pm. The public hearings will be open house for oral presentations. The formal presentations during the afternoon meeting at 1:00 pm and 2:00 pm, for the evening meeting the formal presentations will be at 6:00 pm and 7:00 pm, a court reporter will be present to record oral comments, which are welcomed. Individuals with a disability, who need a reasonable accommodation to participate in the public meeting or comment on the Draft EA, should contact the RCRA Project Manager (as listed above or calling 651-266-2784).

Copies of the EA for the rehabilitation and reuse of Minnesota's Union Depot as a multi-modal transit hub are available for review online at www.uniondepot.org or at the following libraries and RCRA during regular business hours:
St. Paul Central Library,
90 West Fourth Street,
St. Paul, MN, 55102
Rondo Community Outreach Library, 461 N. Dale Street, St. Paul, MN, 55103
Hamline Midway Library, 1558 West Minneapolis Avenue, St. Paul, MN, 55104
Memorial Park Library, 1831 Marshall Avenue, St. Paul, MN, 55104
St. Anthony Park Library, 2245 Como Avenue, St. Paul, MN, 55108
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 sota Department of
 Transportation, M.S.
 155, Room 175, Trans-
 portation Bldg., 395
 John Ireland Boulevard,
 St. Paul, MN, 55103

An EA for the proposed
 project incorporating
 written comments re-
 ceived by October 8,
 2009 along with re-
 sponses, will be pre-
 pared for approval by
 the FHWA in coopera-
 tion with FIA, with a de-
 termination by the
 FHWA on a finding of
 No Significant Impact
 (FONSI) or the need for
 an Environmental Impact
 Statement.

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Appendix B: Certificate of Compliance

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..... CERTIFICATE OF COMPLIANCE.....

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Appendix C: EA Distribution List

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Union Depot Enviromental Assessment Distribution List
Signatories
FHWA Mn/DOT RCRRA
EQB Distribution List
Board of Water and Soil Department of Agriculture Department of Commerce Department of Health Department of Natural Resources Department of Transportation Environmental Quality Board Indian Affairs Council Metropolitan Council Minnesota Historical Society National Park Service Pollution Control Agency Regional Development Library, Region 11 State Archaeologist Technology and Science US Army Corp of Engineers US Department of Interior US Environmental Protection Agency US Fish and Wildlife Service
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Permitting Agencies (not on EQB Distribution List)
Capital Region Watershed District City of St. Paul US Coast Guard
Section 106 PA signitories (not included above)
Advisory Council on Historic Preservation Historic St. Paul Northwest Architectural Archives Preservation Alliance of MN St. Paul HPC
Native American Tribes
Flandreau Santee Sioux Tribe of South Dakota Leech Lake Band of Ojibwe of Minnesota Mille Lacs Band of Ojibwe of Minnesota
Neighborhood Groups
Building Owners and Managers Association Capital City Partnership Capital River Council Dayton's Bluff District 4 Community Council District 7 Planning Council Greater Saint Paul Area Chamber of Commerce Hamline Midway Coalition Lowertown Redevelopment Corporation (returned to sender) Riverfront Corporation St. Anthony Park Community Council Summit Univeristy Planning Council Union Park District Council West Side Citizens Organization

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**Appendix D: Ramsey County Regional Railroad
Authority Board Resolution**

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**Appendix E: Findings of Fact and Conclusions
(includes Agency Comments Received,
Public Comments Received, Responses
to Agency and Public Comments, and
Public Hearing Transcript)**

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Findings of Fact and Conclusions

Rehabilitation and Reuse of Minnesota's Union Depot as a Multi-Modal Transit Hub

Saint Paul, Ramsey County, Minnesota

State Project: SP 91-595-20

Prepared for

Minnesota Department of Transportation

October 2009

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ATTACHMENT

- Attachment 1: Responses to Comments (includes Agency Comments Received, Public Comments Received, and Responses to Agency and Public Comments)
- Attachment 2: Public Hearing Transcript

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**Findings of Fact and Conclusions
Rehabilitation and Reuse of Minnesota's Union Depot as a
Multi-Modal Transit Hub
Saint Paul, Ramsey County, Minnesota**

I. ADMINISTRATIVE BACKGROUND

The Ramsey County Regional Rail Authority (RCRRA), in cooperation with the Federal Highway Administration (FHWA), the Minnesota Department of Transportation (Mn/DOT), and the Federal Transit Administration (FTA) prepared an Environmental Assessment (EA) pursuant to the requirements of the National Environmental Policy Act (NEPA) of 1969 [42 USC 4321 et.seq.] for the rehabilitation and reuse of Minnesota's Union Depot (the former Saint Paul Union Depot) as a multi-modal transit hub and to accommodate the relocation of passenger service from the Midway Amtrak Station and Saint Paul Greyhound Bus Station. The EA was prepared to identify potential environmental effects associated with project construction and operation, and to provide agencies and the public the opportunity to review and comment on the potential effects of the proposed project. The document contains information necessary to determine if the project would result in significant social, transportation and environmental impacts, and what further actions or mitigation are required to address potential impacts. The analysis and documentation contained in the EA are based on conceptual design of the proposed improvements to the Union Depot. More detailed preliminary and final design and engineering will commence following completion of the environmental review process.

The EA was filed with the Minnesota Environmental Quality Board (EQB) and circulated for review and comment to the EQB distribution list and others. A "Notice of Availability" was published in the *EQB Monitor* on August 24, 2009 and a paid legal notice was published in the *St. Paul Pioneer Press* on August 24, 2009. These notices provided a brief description of the project and information on where copies of the EA were available for viewing and invited the public to provide comments on the proposed project. The EA was made available for public review at St. Paul Central Library, Rondo Community Outreach Library, Hamline Midway Library, Merriam Park Library, St. Anthony Park Library, Dayton's Bluff Library, Ramsey County Regional Railroad Authority, and Mn/DOT Library. In addition, the EA was available for viewing on the project Web site: www.uniondepot.org.

The Ramsey County Regional Railroad Authority held two public hearings on September 9, 2009 at the Union Depot Head House. A total of 35 people attended these hearings. The hearing presented the conceptual design of the proposed improvements to the Union Depot and identified potential environmental impacts of the project. Comments were received through Thursday, October 8, 2009. All comments received during the EA comment period, including those received from the public hearings, were considered in

determining the potential for significant environmental impacts. Comments received during the comment period and responses are provided in the Section IV of this document. Comments also include those received as oral testimony during the September 9, 2009 public hearing.

II. PROJECT DESCRIPTION

The proposed action is the rehabilitation and reuse of Minnesota's Union Depot (formerly the Saint Paul Union Depot) as a multi-modal transit hub. Proposed improvements would restore passenger transportation, preserve the Union Depot, and accommodate the relocation of passenger service from the Midway Amtrak Station and Saint Paul Greyhound Bus Station to the Union Depot.

The proposed project includes reintroducing passenger transportation to the elevated train deck including rebuilding a portion of the train deck over the existing vehicular ramp; reintroducing vertical circulation (i.e. stairs, elevators, escalators) between the train deck, the waiting room, and under track level; adding pedestrian and bicycle facilities to the under track level; and building a new vehicular ramp by cutting into the deck. The proposed project will also include the removal of the 1978 United States Postal Service (USPS) Annex, as well as the removal of approximately twenty-feet of the northern edge of the deck to provide clearance for the pedestrian/bicycle way.

The Union Depot would include the following services:

- Amtrak including ticketing and baggage handling facilities
- Greyhound and Jefferson Line buses including ticketing and baggage handling facilities
- Metro Transit buses including driver convenience facilities
- Taxi pick up and drop off
- Bicycle storage and bicycle rider convenience facilities
- Parking and pick-up/drop-off for personal automobiles
- Central Corridor LRT (CCLRT) access through a pedestrian connection

Establishing these services at the Union Depot would involve the following actions:

- Relocate Amtrak passenger rail service from the Midway Amtrak Station to the Union Depot. There are currently two Amtrak trains per day passing through the Twin Cities and stopping at the Midway Amtrak Station: the Empire Builder eastbound to Chicago and the Empire Builder westbound to Seattle and Portland. Amtrak has determined that four tracks would be needed to accommodate existing service, switching and storage needs, and the potential for adding an additional train in each direction at some time in the future. The four Amtrak tracks would require two station platforms, one approximately 1,200 feet in length. These platforms would be located at the southern end of the waiting room. The Amtrak tracks, which would function as a siding at the Union Depot, would be connected into the existing freight rail tracks passing on the south side of the elevated rail yard.

- Relocate intercity bus service. This action involves the relocation of passenger services from the current Greyhound Bus Station on University Avenue. Intercity and intracity buses will share a platform, allowing for transfers between buses without pedestrians crossing in front of vehicles or utilizing vertical circulation.
- Change local bus routes to incorporate the Union Depot into the routes as a passenger station and layover facility. Seven local bus routes would need to be revised to use space at the Union Depot for transfer and layovers. These buses currently layover along Minnesota Street north of Kellogg Boulevard, in an area under I-94, or under the Lafayette Bridge on the eastern portion of the Union Depot site.
- Rehabilitate the historic concourse and waiting room. The concourse and waiting room would be rehabilitated for their original uses as walkway and passenger waiting room. Passenger support uses including ticketing, baggage handling, and convenience facilities, such as coffee shops, other types of retail operations, and restrooms, would be located within the concourse and waiting room.
- Install bicycle facilities, including an initial storage area for approximately 200 bikes, along with lockers and showers. Other bicycle support facilities such as bike repair, bike rentals, and other convenience elements could be included. The bicycle area will be located on the under track level with access into the facility from Kellogg Boulevard near Wacouta Street, next to the vertical circulation.
- Improve pedestrian and bicycle access into this facility by developing a 15- to 20-foot-wide bicycle/pedestrian way along the south side of Kellogg Boulevard. This bicycle/ pedestrian way would be located under the train deck for part of this length, but would require removal of a portion of the train deck on the north side of the site approaching Sibley Street due to the relative change in grade between the sidewalk and the deck.
- Remove the 1978 USPS Annex Building to allow reuse of the train deck. This loading dock facility is currently located on the western edge of the train deck adjacent to Sibley Street.
- Provide vertical circulation from the waiting room to the platforms. At each of the proposed platforms, a pedestrian vertical circulation vestibule would be provided. Each vertical circulation vestibule would contain an elevator, up and down escalators, and a stairway, generally located sequentially from west to east. The wider bus platform would allow for the escalators and stair to be placed side-by-side.
- Accommodate baggage and freight. At intercity bus and Amtrak platforms, freight elevators would be provided from the west side of the concourse to the train deck and under track level to provide for handling of passenger baggage and freight.

- Add an Americans with Disabilities Act (ADA)-compliant ramp from the corner of Sibley Street and Kellogg Boulevard to the train deck and install curb cuts at all crosswalks that facilitate pedestrian access to the site.
- Construction of the Amtrak tracks would require reconstruction of the train deck over the southern portion of the existing vehicular ramp.
- Reconstruct the vehicular access to the site from Kellogg Boulevard across from Broadway Street at a three-way intersection. The access will remain at street level until it passes the access to the under track parking. Vehicles would then ascend and turn west on the approach to the upper level of the parking ramp.
- RCRRA has purchased a portion of the the head house to provide a pedestrian connection to CCLRT. This will require an ADA accessible route through the head house, which will be developed in coordination with State Historic Preservation Office (SHPO).

III. FINDINGS OF FACT

The following summary of environmental concerns associated with the proposed construction and operation of the proposed project and specific mitigation measures are listed below and were identified and addressed in detail in the EA and EA Update.

Land Use. As discussed in section 4.1.1 of the EA, the proposed project is not expected to have any adverse land use impacts. Therefore, no land use mitigation measures are necessary. Reuse of the historic Union Depot as a multi-modal transit hub would encourage mixed-use development in the Lowertown district of Saint Paul. The proposed project supports the land use plans and other development plans for the area.

Acquisitions and Displacements. As discussed in section 4.1.2 of the EA and the EA Update, the RCRRA currently owns the majority of the Union Depot property including the former rail yards and elevated train deck located south of Kellogg Boulevard and east Sibley Street and north and west of the existing freight railroads. In addition, since the EA was prepared, RCRRA has acquired a portion of the head house. No further property acquisitions will be required for the proposed project.

The proposed project will result in a net loss of parking stalls. However, as discussed in Section 4.2.2 Parking and Access, there will still be adequate parking for the facility.

Signs would be posted before the initiation of construction activities at the entrance to parking lots and under track level. These signs will announce the closure dates for the period of construction. Temporary construction easements would be purchased as required. At the completion of construction, the sections of parking facilities not impacted by the proposed project will be restored to the condition prior to construction.

Neighborhoods. The Union Depot project area is located in the Historic Lowertown neighborhood. Revitalization of Lowertown began in the 1980s and continues today. The area has transformed from a manufacturing/warehouse area to a mixed-use/residential neighborhood with a growing population. The proposed reuse of the Union Depot as a multi-modal transit hub would preserve and ensure the future of this prominent Saint Paul facility. It would provide a needed residential amenity by improving access to Minneapolis and other sections of Saint Paul. The pedestrian and bicycling environment would be enhanced with the addition of a wider sidewalk and bicycle way along Kellogg Boulevard. The provision of bicycle facilities in the project would greatly facilitate bicycle commuting for city businesses. No mitigation is required.

Environmental Justice. Executive Order 12898 requires that federal agencies

consider and address disproportionate adverse environmental impacts of proposed federal projects on minority and low-income populations. The U.S. Department of Transportation integrated the goals of Executive Order 12898 into the DOT Final Order on Environmental Justice, DOT Order 5610.2—April 15, 1997 and similarly requires agencies to explicitly consider human health and environmental effects related to transit projects that may have a disproportionately high and adverse effect on minority and low-income populations.

The proposed reuse of the Union Depot as a multi-modal transit hub would affect the community around the Union Depot and would also affect the neighborhoods around the existing Amtrak Station and Greyhound Bus Terminal. The environmental justice analysis in the EA determined that there are high concentrations of minority and low-income population living within one-half mile of these facilities.

The proposed project would provide low-income and minority populations that live near the Union Depot with the ability to transfer on up to eight modes of transportation at a single location (Amtrak, intercity bus, light rail transit, intra-city bus, taxis, personal automobile, bicycling, and walking). The increased access to employment, educational, retail, and recreational opportunities by a variety of modes would improve the quality of life for those who live near the Union Depot.

For residents near the Union Depot, as discussed in the EA, it is anticipated that there would be no increase in noise, vibration, air pollution, or traffic resulting from the proposed project. The proposed action does not involve acquiring property owned by minorities or low income persons or displacing minority businesses. In addition, the proposed action does not involve the acquisition of land currently used as public parkland.

Issue areas associated with the proposed project that have the potential to impact low-income and minority populations include visual resources, hazardous materials, and displacement of public facilities.

The design for the reuse of the Union Depot considered the view from both Dayton's Bluff and Interstate 94, as well as the historical views from these areas of the Union Depot. Following the reuse of the Union Depot, it will more closely resemble Union Depot of the 1920s to the 1950s. The addition of platforms and vestibules to the east side of the concourse would reinstate the visual character of a property being used for passenger transportation.

A detailed description of the steps that would be taken to mitigate any hazardous materials found on site is provided in Section 4.3.10, Hazardous Materials, of the EA. This process will be conducted under the supervision of the Minnesota Pollution Control Agency's Voluntary Investigation and Cleanup

program. It will build on similar efforts, separate from the proposed Union Depot project, to remove hazardous materials from the Bruce Vento Nature Sanctuary and Swede's Hollow (located to the east and northeast of the project site).

To mitigate the loss of access to the intercity travel for the populations residing in the areas surrounding the Amtrak Station and Greyhound Bus Terminal, RCRRA will work with Metro Transit to provide high-frequency transit service to the Union Depot area.

With implementation of the mitigation measures identified above for the proposed project, disproportionately high and adverse human health or environmental effects would not be borne by low-income or minority populations. Therefore, the proposed project is in compliance with Executive Order 12898. The proposed project would provide a benefit to low-income and minority populations through increased mobility and treatment of hazardous materials located near their places of residence.

Community Facilities. The main entertainment area and many of the community centers in downtown Saint Paul are located west of Cedar Avenue and would not be impacted by the proposed Union Depot project. There are, however, a few community centers located in the area around the Union Depot; a theater, two churches, and the Saint Paul Farmers Market are located just north of the Union Depot project area. The State Capitol and related offices are the only community facilities within 1,000 feet of the Greyhound Bus Terminal. There are no community facilities in the area around the Amtrak Station.

Due to the proximity of the I-94 and I-35E interchange to the churches, and the distance from the churches to the Union Depot, the proposed project would have no impact on these community centers. Because of the proximity of the theaters and Farmers Market to the Union Depot, it is likely that these facilities would benefit from the project. The proposed reuse of the depot would have no impacts on police or fire services or any school buildings. With the vacation of the Greyhound Bus Station on University Avenue, intercity bus trips to the State Capitol and related government offices would require a transfer.

To mitigate the loss of access to the State Capitol and related government offices for the populations residing in the areas surrounding the Amtrak Station and Greyhound Bus Terminal, RCRRA would work with Metro Transit to provide high-frequency transit service to this area.

Infrastructure and Public Services. Some minor relocation or reconstruction of storm water drainage facilities may be necessary. During final engineering the box culverts and pipes that are currently under rail lines should be inspected to ensure that they can withstand the additional pressure. If upon completion of

structural analysis of the box culvert and pipe in the railroad wye the condition/integrity is found to be deficient, then these facilities would be removed and replaced. If during structural analysis it is determined that the box culvert under the Broadway Street ramp cannot withstand the additional pressure of fill and Amtrak operation, then a bridge will be constructed over the existing ramp to distribute the weight of the Amtrak trains around the box culvert. Because the proposed project does not recommend any construction or additional weight added above the sewer lift station, sluice gate, and flap valve, there would not be an impact to these facilities. No mitigation regarding the structures would be required.

Coastal Zone Management Program. The Coastal Zone Management Program is authorized by the Coastal Zone Management Act of 1972 and administered at the federal level by the Coastal Programs Division within the National Oceanic and Atmospheric Administration's Office of Ocean and Coastal Resource Management. Coastal zone management is a Federal-State partnership that provides a basis for protecting, restoring, and responsibly developing the nation's important and diverse coastal communities and resources. In the State of Minnesota, coastal communities and resources are those located along Lake Superior's North Shore. Neither the proposed project nor the vacated sites are located within a coastal zone management area. No mitigation is necessary.

Wild and Scenic Rivers. There are no federal- or state-designated wild and scenic rivers in the proposed project area. However, as authorized by the Wild and Scenic Rivers Act (WSRA), the Nationwide Rivers Inventory (NRI) is a listing of more than 3,400 free-flowing river segments in the United States that are believed to possess one or more "outstandingly remarkable" natural or cultural values judged to be of more than local or regional significance. These segments are under study as potential additions to the Wild and Scenic Rivers system. All federal agencies must seek to avoid or mitigate actions that would adversely affect one or more NRI segments. A stretch of the Mississippi River between the St. Croix River and Lock and Dam #1 in Minneapolis is listed in the NRI. The project area lies within this segment of the river. This segment was listed for the Outstanding Remarkable Values (ORVs) of Scenery, Recreation, Geology, Wildlife, and History (NPS 2005).

Implementation of the proposed project would introduce limited visual changes but would not have a substantial impact on the NRI-listed segment of the Mississippi River. Discharge from the site is not anticipated to cause negative impacts on aquatic species (wildlife) in the Mississippi River. Likewise, the scenic, recreational, historical, and geologic values of the NRI-listed segment would not be affected by the proposed project. There are no anticipated impacts associated with the proposed project; therefore, no mitigation is required (pending confirmation from the NPS).

Mississippi National River and Recreation Area. The U.S. Congress added the Mississippi National River and Recreation Area (MNRRA) to the NPS system in 1988 (Public Law 100-696). The Union Depot project area lies within the boundaries of the MNRRA; therefore, coordination with the National Park Service (NPS) was initiated by RCRRA. The *MNRRA Comprehensive Management Plan (CMP)* (NPS 1995) provides guidance for actions in the MNRRA corridor, and activities within the corridor should be in conformance with policies set forth in the CMP. The CMP includes a number of policies and actions, ranging from general development guidelines to resources management within the corridor. Coordination with NPS staff at MNRRA was conducted by RCRRA and Mn/DOT to ensure that NPS concerns were identified and addressed in the early planning stages of this project. The proposed project will not result in negative impact to the MNRRA. As result there is no need for mitigation.

Mississippi River Critical Area. The State of Minnesota also designated the Mississippi River corridor as a Critical Area (MRCA) in 1976 in State Executive Order No. 79-19 (EO 79-19). The boundaries of the MRCA and that of MNRRA are the same; therefore the proposed project is included in the MRCA boundary. All capital improvement or public facility programs must be consistent with the standards and guidelines of EO 79-19. The City of Saint Paul developed the *Saint Paul Mississippi River Corridor Plan* (City of Saint Paul 2002) as a chapter of the city's Comprehensive Plan. This corridor plan provides the local plan and regulations for the portion of the MRCA within the boundaries of Saint Paul. The proposed project is located within the Urban Diversified District as defined by EO 79-19. The guidelines associated with this district state that "the lands and waters within this district shall be used and developed to maintain the present diversity of commercial, industrial, residential, and public uses of the lands, including the existing transportation use of the river; to protect historical sites and areas, natural scenic and environmental resources; and to expand public access to and enjoyment of the river."

Prior to any construction associated with the proposed project, RCRRA will apply for a permit from the city. City staff will perform a site plan review when final design of the project is completed before issuing the permit.

Historic Architectural and Archaeological Properties. The proposed project has the potential to adversely impact historic and archaeological properties. Mitigation of adverse effects would be negotiated through the process stipulated in the Programmatic Agreement signed by the FHWA, FTA, Mn/SHPO, ACHP, RCRRA and Mn/DOT. A draft Programmatic Agreement is included in Appendix F of the EA Update).

Design review and consultation under the Programmatic Agreement will focus on ways to avoid and minimize impacts to this important historic resource from the rehabilitation to a modern multi-modal transportation hub. It is the goal of the agreement that all aspects of the rehabilitation meet the Secretary of the

Interior's Standards for the Treatment of Historic Properties.

Visual and Aesthetics. The addition of the vestibules and train sheds, demolition of the 1978 USPS Annex, and creation of the pedestrian and bicycle way will improve the visual quality of the Union Depot. Adding the vestibules and train sheds and demolishing the 1978 USPS Annex will restore certain elements of the historical Union Depot, which will assist visitors in visualizing how the Union Depot was intended to look and function. The creation of a pedestrian and bicycle way will provide increased natural light along Kellogg Boulevard and reduce the perception that access through the block is constricted by large looming structures. The Programmatic Agreement between FHWA, Mn/DOT, Mn/SHPO and RCRRA will guide design and appearance of these visual elements and avoid adverse impacts on historic properties, adjacent properties, and viewsheds associated with other locations.

Public Parklands. Section 4(f) of Department of Transportation Act of 1966 is intended to prevent the conversion of certain parks, recreation areas, wildlife or waterfowl refuges, or historical sites to a transportation purpose unless no other feasible and prudent alternative exists. The project would not involve converting any parkland to a transportation purpose, therefore there would be no impact on public parks. No mitigation is necessary.

Safety and Security. The proposed project entails rehabilitation of the existing structure into a transportation facility, requiring implementation of current safety and security provisions, including any applicable requirements of the Department of Homeland Security. A safety and security plan would be developed in consultation with agencies and occupants operating at the Union Depot to ensure that appropriate measures are taken in the event of a safety- or security-related incident. The plan would also address steps that would be taken to reduce the potential for an incident to occur. The Union Depot would be managed according to the procedures within this plan. RCRRA would negotiate either an Authorizing Agreement with the City of Saint Paul for the Exercise of Mutual Aid, or a protocol with its division of police. This would allow local police to assist transit police whenever necessary. The Union Depot may also house a mini police substation for RCRRA security personnel. Saint Paul Police Department personnel would also be welcome to share this station to coordinate security in the area. Similar agreements to the one developed between the RCRRA and the City of Saint Paul would also be developed with Metro Transit and Amtrak or Metro Transit Police and Amtrak Police, whichever is appropriate. The RCRRA will work with the United States Department of Homeland Security to develop and implement appropriate security measures. The RCRRA would incorporate Crime Prevention through Environmental Design principles into all new construction and rehabilitation projects.

Farmland. The Union Depot site, Midway Amtrak, and Greyhound Bus Stations are located on urban, previously developed land, and therefore, the Farmland Protection Policy Act requirements do not apply. There would be no impacts on farmland; therefore, no mitigation is necessary.

Section 6(f). The purpose of the Land and Water Conservation Fund Act (LAWCON) is to help preserve, develop, and provide accessibility to outdoor recreation resources. LAWCON stipulates that any land planned, developed, or improved with LAWCON funds cannot be converted to other than outdoor recreation use unless replacement land of at least equal fair market value and reasonably equivalent usefulness is provided. Any time a transportation project will cause such a conversion, regardless of funding source, replacement land must be provided. None of the properties proposed to be acquired have been planned, developed, or improved with LAWCON funds. There would be no impact on Section 6(f) properties; therefore, no mitigation is necessary.

Section 4(f). Section 4(f) of the Department of Transportation Act of 1966 is a federal law intended to prevent conversion of certain parks, wildlife and water fowl refuges, recreation areas or historic properties to a transportation use, unless the Department of Transportation determines there is no feasible and prudent alternative, and all possible planning has been done to minimize harm to properties covered by Section 4(f). The proposed project will not involve the conversion of parks, wildlife and water fowl refuges or recreation areas to a transportation use.

There will be a Section 4(f) use of the Saint Paul Union Depot as it is a listed National Register of Historic Places (NRHP) property (1974) and is located within the Lowertown National Register Historic District (1983). It is also within the locally designated Saint Paul Lowertown Heritage Preservation District. The Union Depot Elevated Rail Yards has been recommended eligible for inclusion as a NRHP and is pending Mn/SHPO approval. The remaining historical properties in the area of potential effect will not have a Section 4(f) use.

The Mn/DOT Cultural Resources Unit (CRU) on behalf of FHWA, and in consultation with the Mn/SHPO and the Saint Paul Heritage Preservation Commission (HPC), determined that the project potentially could have adverse effects on the Union Depot. A Draft Programmatic Agreement between FHWA, FTA, Mn/SHPO, ACHP, RCRRA and Mn/DOT has been developed to guide the design and construction of the multi-modal transit hub and satisfy Section 106 requirements. Provisions in the Programmatic Agreement (the draft Programmatic Agreement is included in Appendix F of the EA Update) are being developed to minimize impact to the Section 4(f) properties as stated below.

1. All design work related to this rehabilitation project will meet the Secretary of Interior's Standards (Standards) for the Treatment of Historic Properties where possible.

2. RCRRA will consult with the Mn/SHPO and the Mn/DOT CRU throughout the design process to ensure that the rehabilitation meets the Standards.
3. RCRRA will develop an historic narrative for the Union Depot complex for use in the interpretation of the depot. The narrative will be completed by an historian who meets the Secretary of Interior's professional standards. The narrative will be reviewed and approved by Mn/DOT CRU and Mn/SHPO.
4. In the event that adverse effects cannot be avoided, RCRRA will consult with the Mn/DOT CRU and Mn/SHPO to reach a mitigation strategy.

Design review and consultation under the Programmatic Agreement has focused on ways to avoid and minimize impacts to this important historic resource from the rehabilitation to a modern multi-modal transportation hub. It is the goal of the agreement that all aspects of the rehabilitation meet the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Traffic. The proposed project is expected to generate approximately 1,620 vehicle trips per day including approximately 670 daily bus trips. Overall, there would be a net reduction in daily vehicle trips generated by the site, a slight decrease in trips during the PM peak hour, and an increase of approximately 130 vehicle trips generated during the AM peak hour. With continuing growth in background traffic volumes, the intersections of Shepard Road/Jackson Street and Kellogg Boulevard/Jackson Street are forecast to operate at Level of Service (LOS) F by the year 2030. The Kellogg Boulevard/Jackson Street and Jackson Street/Shepard Road intersections have already operated at or near the capacity on critical movements under Existing conditions and No Build conditions. Therefore, there are no significant traffic impacts associated with the proposed project to be identified on the surrounding roadways for both year 2015 and year 2030. No mitigation measures would be required for the initial phase of the proposed action.

Parking and Access. Development of the proposed project would eliminate approximately 665 existing parking spaces from the Union Depot site leaving a future parking supply of approximately 1,730 spaces. Future parking demand is estimated to be 1,050 spaces so there would continue to be a surplus of parking available at the site. No mitigation measures are required.

Transit. The proposed project includes the relocation of Amtrak and intercity bus stations and the rerouting of several Metro Transit Bus Routes to Minnesota's Union Depot. Consolidating these services to a single location, which is also accessible by automobiles, pedestrians, and bicyclists, will allow for convenient transfers between modes providing greater accessibility throughout both the Twin Cities and the upper Midwest. The rerouting of buses

in downtown Saint Paul is not expected to have a negative impact on the level of service provided or on traffic operations in downtown Saint Paul. As a result, no mitigation is required.

Pedestrians. The pedestrian circulation in the area around the Union Depot would be improved as a result of the proposed project. To ensure compliance with ADA requirements, the project includes: curb ramps at all crosswalks; an ADA-compliant ramp along Sibley Street from the corner of Sibley Street and Kellogg Boulevard to the track level; a sidewalk adjacent to the vehicular access ramp opposite Broadway Street to the track level; and all vertical circulation from the under track level, track level, and concourse will include stairs, escalators and elevators. Pedestrian access through the head house may require modifications to the head house to create accessible routes. Mitigation of any impacts to the head house will be created through the Programmatic Agreement.

Bicycles. The proposed project includes a bicycle station with enclosed parking for 200 bicycles, showers, and locker facilities. A striped bicycle way will be developed along the south side of Kellogg Boulevard between Sibley Street and Broadway Street to improve bicycle access to the site and connectivity to other bicycle paths. RCRRA will maintain the newly created pedestrian and bicycle way along Kellogg Boulevard. The bicycle circulation in the area around the Union Depot will be improved as a result of the proposed action. No additional mitigation is proposed.

Aeronautics. The project site is located in the Influence Area of the Downtown Saint Paul Airport. As a result, of the grade change between the airport runways and the project site, coordination with the FAA will be required. However, it is not anticipated that the obstruction criteria for either of the runways will be met in construction or in operation of the Union Depot. The RCRRA will obtain a construction permit from the Mn/DOT Office of Aeronautics. The RCRRA will work with the Mn/DOT and FAA, to develop a construction plan to minimize any impacts of flight patterns into and out of the downtown Saint Paul airport.

Freight Rail. To provide access and egress for Amtrak trains to the Union Depot, five sidetracks will be added along the southern portion of the site, north of the existing freight rail tracks. These tracks will tie into existing freight tracks via terminal throats. The eastern terminal throat will connect to the UP Saint Paul Union Depot (SPUD) line west of the railroad wye, while the western terminal throat will connect to the UP SPUD line where it joins the CP mainline tracks. Powered switches will be used to divert Amtrak trains off the SPUD line and onto the sidetracks at Union Depot. The addition of four sidetracks and a storage track, will allow for various train movements and storage with minimal disruption to the activity on the adjacent freight rail tracks. To route Amtrak trains into the new sidetracks it will be necessary for

Amtrak to run on the UP SPUD line adjacent to the site. There are several options for switching Amtrak off of the CP mainline and over to the UP SPUD line and the option with the least impact to freight operations should be used.

The RCRRA will coordinate with the railroads to minimize impacts on rail operations both during the construction and operation phases of the Union Depot. It will be necessary to modify some existing railroad interlockings and signal systems to accommodate the new Amtrak routing without disrupting existing freight operations. The assumption is that the currently unsignalized UP SPUD line would be upgraded to Centralized Traffic Control signal control and that the interlockings at Robert Street and Division Street would be modified to incorporate the addition of the powered switches into the Union Depot.

Air Quality. The proposed project is not regionally significant because it primarily involves rerouting of existing transit vehicles in Saint Paul. In addition, 40 CFR 93.126 identifies reconstruction of transit terminals as exempted from regional air quality conformity analyses, and 40 CFR 93.127 identifies bus transfer terminals as exempt. Therefore, the project is not required to conduct a regional analysis, nor a localized hot spot carbon monoxide intersection analysis. The impact to localized air quality would be minimal as demonstrated by the lack of need for any mitigation measures in the Section 4.2.1, Traffic, of the EA. No mitigation is required.

Energy. The project is expected to have a relatively small net benefit in energy usage. No mitigation is required.

Noise and Vibration. The noise assessment for proposed project included an evaluation of the existing noise levels in the areas surrounding the proposed station. A noise measurement program was undertaken to characterize the existing noise environment in the vicinity of the current Union Depot. The results of the noise assessment indicate that the project will produce no noise impacts, as a result no mitigation is required.

The vibration assessment for Minnesota's Union Depot Multi-Modal Transit Hub includes an evaluation of the existing vibration levels in the areas surrounding the proposed station. A vibration measurement program was undertaken to characterize the existing vibration environment in the vicinity of the current Union Depot. There were no vibration impacts according to FTA criteria. No mitigation is required.

However, in response to a comment received regarding noise transfer in the Union Depot head house, the RCRRA will mitigate the impacts of sound and vibration from the retail and restaurants located on the main floor of the head house on to the residential apartments and condominiums located on the upper floors. This will be accomplished through a combination of four elements:

selection of tenants, isolation, mass, and damping. The selection of tenants will be an important method of decreasing the impact of noise and vibration from the commercial businesses in the head house on the residences above. As RCRRRA considers potential tenants in the head house, they will consider the likely noise and vibration that those tenants will cause and what effect that will have on the residences. Any activity in the head house would likely generate some noise and vibration; therefore, RCRRRA will use a combination of design elements to prevent the transfer of noise and vibration within the structure. Isolation of noise and vibration could be accomplished through the installation of sheetrock on springs. Massing could be accomplished by the construction of addition interior walls from cinder blocks. Damping of noise and vibration could be sound absorbing materials.

Wetlands and Ecologically Sensitive Areas. Wetlands are regulated at the federal level by the U.S. Army Corps of Engineers (COE) under Section 404. At the state level, the Minnesota Department of Natural Resources (DNR) regulates wetlands identified as Public Waters. At the local level, the Minnesota Wetland Conservation Act is enforced by the City of Saint Paul, which acts as the Local Government Unit (LGU). Currently, parking lots and paved surfaces cover the majority of the Union Depot project area. Only a small portion of the site at the east end is not paved or covered with buildings or other impervious surfaces. There are no wetlands in the National Wetland Inventory for the area. The soil survey indicates that the west end of the site is mapped as "Urban Land" and the east end as "Udorthents," or human disturbed soils. There are no wetlands indicated on the site in the Public Waters Inventory. A review of available air photos did not show any wetlands within the project area. Because no wetlands exist on site, and no impacts are anticipated, no wetland mitigation would be required.

Floodplains. The National Flood Insurance Program (NFIP) is administered on the federal level by the Federal Emergency Management Agency (FEMA) and on the state level by the DNR. Local units of government may also add additional floodplain requirements. The City of Saint Paul has a floodplain ordinance that regulates activities within the floodway and floodplain. The Capitol Region Watershed District (CRWD) regulations would be in effect with regard to the flood elevation of storm water storage and treatment facilities.

The City of Saint Paul's Flood Insurance Rate Map (FIRM) panel 2752480029F, published April 2, 2003, shows the floodplain adjacent to the site. The site is not included in the mapped floodway and floodplain (1% and 0.2% previously referred to as the 100-year and 500-year). With the proposed project, there would be a minor impact on the regulatory floodplain administered by the NFIP. Local or street flooding issues may be improved by the storm water storage and treatment facilities installed as part of the project.

Proposed project facilities would be located predominately on the train deck which is above the Mississippi River flood elevation. Ancillary structures, such as bicycle storage, elevators, and escalators that are all or partially located in the under track level, would have a low damage potential and would be flood proofed in accordance with building codes and local floodplain regulations. Such facilities would have mechanical and electrical systems above the flood elevations and emergency procedures would be developed to protect the public safety and property.

The lower level will be used for temporary storage and parking. Stored items and parked vehicles will be located in areas not subject to local flooding. Public access to the lower level will be restricted when the area is inundated.

Utilities and mechanical and electrical systems within the lower level will be designed consistent with State and local rules. Water supply and waste disposal systems will be constructed or modified to prevent entry of flood waters. Essential mechanical and electrical systems, including systems to operate escalators or elevators, will be placed above calculated flood levels. The activities in the lower level will be consistent with State and local rules and "will not have an unduly adverse effect on flood flows, velocities, or stages associated with the regional flood."

Local and street flooding issues administered by the Capitol Region Watershed District would need to be addressed in the final design of storm water storage and treatment facilities.

Storm Water Drainage. The proposed redevelopment of the site will incorporate storm water volume best management practices (BMPs) that would provide mitigation for impacts. The final design of the site would incorporate storm water drainage features and BMPs that meet the Capitol Region Watershed District (CRWD) volume requirements. These features would include one or more of the following BMPs: pervious pavements, underground storage of storm water, and/or rainwater gardens/bioretention area. It is likely that a combination of BMPs would be incorporated into the plans during the final design. By incorporating several of these practices, storm water would be efficiently collected and the most effective BMPs would be selected.

Water Quality. An Erosion and Sediment Control Plan would be developed as part of the SWPPP and would be incorporated into the construction plans. BMPs used during the construction of the project would include silt fence, catch basin protection, street sweeping, staged construction and, if necessary, a temporary sedimentation basin.

The CRWD treatment requirements would be met primarily through the infiltration / filtration system. Inline storm water treatment units (SWTUs) would also be installed on storm sewer lines as needed to improve water

quality by capturing sediment and floating debris. These SWTUs would need to be maintained by periodically removing the accumulated sediment and debris.

The final configuration of storm water treatment BMPs would likely be a mix of the BMPs discussed in Section 4.3.7, Storm Water Drainage, of the EA and inline SWTUs. The precise mix and methods would be determined during the final design.

Erosion and sediment controls would be implemented as part of the SWPPP and NPDES to control sediment discharge from the site to current levels, thus mitigating the effects of construction. Construction of the project would positively impact the water quality of the storm water discharge due to the incorporation of storm water BMPs into the project design. CRWD requirements would be met through use of infiltration/filtration systems and inline storm water treatment units. The final plans for the site will meet the NPDES Construction Stormwater Permit including the requirements for additional BMPs for special waters and impaired waters.

Endangered Species. The Endangered Species Act of 1973 requires federal agencies to determine the effects of their actions on threatened and endangered species of fish, wildlife, and plants and on their habitats, and to take steps to conserve and protect these species. The FHWA and the U.S. Fish and Wildlife Service (USFWS) have a Memorandum of Agreement (MOA) delegating the review authority from FHWA to state transportation agencies. Thus, a federal endangered species review request was sent to Mn/DOT's Office of Environmental Services (OES) for project review of potential effects to federally listed threatened, or endangered, proposed, candidate species and critical habitat. A determination of no effect was made by the OES. This determination of no effect precludes further action under Section 7 of the Endangered Species Act of 1973.

State threatened and endangered species have been coordinated through the DNR, Natural Heritage and Nongame Research Program. The DNR concluded that there are six known occurrences of rare species of native plant communities within an approximate one-mile radius of the project site. However, based on the nature and location of the proposed project, the DNR determined that no known occurrences of rare features would likely be negatively affected by the proposed project. The proposed project would not adversely affect wildlife populations or federal- or state-listed rare, threatened, or endangered species. No mitigation is required.

Hazardous Materials. A Phase I Environmental Site Assessment (ESA) was conducted in October 2007 on the proposed Union Depot project area to evaluate whether current or historical activities on or near the area may have resulted in hazardous substances or petroleum products, also referred to as "recognized environmental conditions." In addition to the Phase I ESA, RCRA

commissioned an independent Phase II ESA of the Union Depot concourse area. Numerous listings of known and potential releases of hazardous substances were identified within and adjacent to the Union Depot project area during the ESA process.

Given the potential for widespread hazardous materials across the site, RCRRA will initiate a comprehensive Phase II ESA of potentially affected areas as the proposed project as part of the preliminary engineering. The purpose of this second phase of subsurface investigation would be to fill data gaps in the Union Depot property (specifically related to future construction) and to evaluate potential environmental concerns in other areas of the property.

Reuse of the property for the proposed project may involve removal or disturbance of hazardous substances and/or petroleum products. A Response Action Plan and/or a Developmental Response Plan would be prepared prior to construction to address management of contaminated media during construction. A Construction Contingency Plan would also be prepared to provide a mechanism to address any unexpected environmental issues encountered during redevelopment.

RCRRA will work with (and follow the requirements of) the Minnesota Department of Health and Minnesota Pollution Control Agency to ensure that human health and the environment are not adversely affected by the removal/treatment of hazardous materials associated with the proposed project.

Geotechnical. Additional testing would be required during future design phases to verify adequacy of the existing structural design. No impacts are anticipated.

Construction. During the construction of the proposed project, several areas of the project site will need to be modified this includes:

- Demolishing the 1978 USPS Annex
- Removing approximately 44,000 cubic yards of fill from the train deck
- Cutting into train deck to construct a new ramp
- Constructing a new ramp
- Filling in or building a structure over the southern portion of the existing ramp
- Constructing concrete platforms for boarding and alighting
- Installing stairs and an ADA-compliant ramp from the intersection of Sibley Street and Kellogg Boulevard to the train deck
- Building vertical circulation (e.g. stairs, escalators, elevators) between the platforms, waiting room, and under track level

- Refurbishing the concourse and waiting room
- Removing approximately 20 feet of train deck along Kellogg Boulevard from Sibley Street to approximately Wacouta Street
- Adding a pedestrian and bicycle way along Kellogg Boulevard from Sibley Street to Broadway Street
- Creating a bicycle station with bicycle parking and locker room facilities
- Implementing storm water runoff BMPs and possibly including the use of pervious pavement, underground storage, and/or bioretention area
- Laying track for Amtrak

With the historical nature of the building and surrounding area, reviewing and monitoring plans will need to be put in place to ensure the integrity of the historical buildings. Temporary impacts from construction noise, vibration and dust are anticipated, but would be evaluated to determine how to minimize their effects.

Temporary visual impacts would result during operation of equipment, transportation of materials to and from the construction site, staging of equipment, and stockpiling of materials.

Temporary impacts to the transportation system could include short-term roadway lane restrictions, and short-term roadway closures. Temporary closure of sidewalks adjacent to the project site may be necessary during construction.

Property access surrounding the construction area could be temporarily impacted, and temporary construction easements may be required during construction.

Current "surface" parking within the project site would be either eliminated by the construction, or temporarily closed during construction. Parking in the lower level area would need to be temporarily closed during construction operations.

Vibration due to construction operations will need to be continuously monitored, especially in regard to the historical structures and the structural integrity of the various elements. Structural stability of the concrete deck and lower level columns will need to be monitored during removal of the soil on top. Noise should also be monitored continuously during the project to ensure compliance with city ordinances, and minimize impacts to adjacent activities. Construction noise will be regulated by the City of Saint Paul noise ordinance, and is allowed between the hours of 7:00 a.m. and 10:00 p.m. A variance must be requested from the City for any work outside of these hours.

Fugitive dust (i.e. soil material that becomes airborne) and emissions from construction equipment are potential air quality impacts. Air quality will need to be monitored during construction due to the various contaminants in the soil.

Contaminated materials have been identified as part of the Phase II Environmental Site Assessment. Further testing of materials would be needed to determine what type of monitoring and disposal are required to meet state regulations

The Mn/DOT CRU on behalf of FHWA, and in consultation with Mn/SHPO and the HPC, determined that the project potentially could have adverse effects on historic properties. FHWA, FTA, Mn/SHPO, ACHP, RCRRA, and Mn/DOT developed a Draft Programmatic Agreement to guide the design and construction of the multi-modal transit hub and satisfy Section 106 requirements. Provided that the process in the agreement is followed, there would be no adverse impacts on historic properties as a result of the proposed project.

Direct emissions from construction equipment would not be expected to produce adverse effects on local air quality, provided that all equipment is properly operated and maintained. Appropriate mitigation requirements could consist of assurance of proper operation and maintenance, specification of low-emissions equipment (EPA Tier 2 compliant, alternative-fueled, or retrofit with emissions controls), and prohibition of excessive idling of engines.

Increased emissions from traffic congestion due to lane closures, detours, and construction vehicles accessing the site can be mitigated by implementing appropriate traffic management techniques during the construction period. Examples of these techniques include development of site-specific traffic management plans; temporary signage and other traffic controls; designated staging areas, worker parking lots (with shuttle bus service if necessary), truck routes, and the prohibition of construction vehicle travel during peak traffic periods.

Fugitive dust impacts can be mitigated through good "housekeeping" practices such as water sprays during demolition; wetting, paving, landscaping, or chemically treating exposed earth areas; covering dust-producing materials during transport; limiting dust-producing construction activities during high wind conditions; and providing street sweeping and tire washes for trucks leaving the site. MPCA regulations require mitigation of fugitive dust emissions.

Property access adjacent to the project site should be maintained during construction. The majority of work will be contained within the project limits.

Construction will result in temporary visible surface disturbances, including material stockpiles, parked construction vehicles, disturbed earth and occasional dust plumes. Water can be used during excavation operations to keep dust down, as well as frequent street sweeping when hauling off-site.

Noise and vibration should be monitored during construction and efforts made to reduce noise and vibration in accordance with the state and local ordinances. Noise should be monitored and how it may be affecting the historical structures. Vibration can be continually monitored during construction, and certain equipment not allowed, i.e. impact hammers versus vibratory hammers cause less vibration during pile driving operations.

Fencing and concrete barrier of the project site during construction should be used to maintain public safety and security during construction.

IV. SIGNIFICANCE OF ENVIRONMENTAL IMPACTS

An EIS is not necessary for the proposed project based on the following criteria:

A. Type, extent, and reversibility of impacts

The EA and EA Update described the type and extent of impacts to the environment anticipated to result from the proposed project. The proposed design for the project includes features to mitigate the identified impacts.

B. Cumulative potential effects of related or anticipated future projects

The proposed project is being developed to create a multi-modal passenger transportation facility that provides safe and convenient connection between various modes and restores passenger transportation functions to the historic Union Depot. As discussed in the EA, the cumulative potential effects of related of past, present and reasonably foreseeable future actions have been considered. Based on the analysis in the EA, the cumulative potential effects are not expected to be significant.

C. Extent to which the environmental effects are subject to mitigation by ongoing public regulatory authority

The mitigation of environmental impacts will be designed and implemented in coordination with regulatory agencies and will be subject to the plan approval and permitting processes. Permits and approvals that have been obtained or may be required prior to project construction are identified in the Permits and Approvals Section.

D. Extent to which environmental effects can be anticipated and controlled as a result of other environmental studies

There are no elements of the proposed project that pose the potential for significant environmental effects that cannot be addressed in the project design and permit development processes or by regional and local plans.

Based on the environmental review, previous environmental studies, and RCRRA staff expertise on similar projects, the RCRRA finds that the environmental effects of the proposed project that are reasonably expected to occur can be anticipated and controlled.

V. PERMITS AND APPROVALS

Permit	Agency	Action Required	Permit Status
Federal			
Environmental Assessment	FHWA Mn/DOT	Approval	Approved
EIS Need Decision	FHWA	Approval	Pending
Section 4(f) determination	FHWA	Approval	Approved
Section 106 (Historic / Archeological)	Tribal Historic Preservation Officer (THPO)	Consultation	Complete
Section 106 (Historic / Archeological)	FHWA	Determination of Effect	Ongoing
Section 10 Permit	U.S. Army Corps of Engineers	Approval	Pending
Section 404 Permit - Individual	U.S. Army Corps of Engineers	Approval	Pending
Section 404 Permit - General Permit - Letter of Permission	U.S. Army Corps of Engineers	Approval	Pending
Section 404 Permit - General Permit #1 (permits associated with DNR Public Waters Permit)	U.S. Army Corps of Engineers	Approval	Pending
Section 9 Permit	U.S. Coast Guard	Approval	Pending
State			
EIS Need Decision	Mn/DOT	Approval	Pending
Public Waters Work Permit	Minnesota Department of Natural Resources	Permit	Pending
Section 401	Minnesota Pollution Control Agency	Certification	Pending
National Pollutant Discharge Elimination System	Minnesota Pollution Control Agency	Permit	Pending
Construction Permit	Mn/DOT, Office of Aeronautics	Permit	Pending
Section 106 (Historic / Archeological)	Minnesota State Historic Preservation Officer (SHPO)	Consultation / Concurrence	Ongoing
Local			
Municipal Consent	City of Saint Paul	Approval	Pending
Wetland Conservation Act, Restoration Plan	City of Saint Paul	Approval	Pending
Erosion and Sediment Control Permit	Capitol Area Watershed District	Permit	Pending
Construction Permit	City of Saint Paul	Permit	Pending

VI. CONCLUSIONS

1. All requirements for environmental review of the proposed project have been met.
2. The EA and the permit development processes related to the proposed project have generated information which is adequate to determine whether the project has the potential for significant environmental effects.
3. Areas where potential environmental effects have been identified will be addressed during final design of the project. Mitigation will be provided where impacts are expected to result from project construction, operation, or maintenance. Proposed mitigation measures are incorporated into project design, and have been or will be coordinated with the appropriate agencies during the permit process.
4. Based on the criteria in Minnesota Rules part 4410.1700, the project does not have the potential for significant environmental effects.
5. The EA and EA Update for Minnesota's Union Depot are adequate and an Environmental Impact Statement is not required for the proposed project.

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ATTACHMENT 1: RESPONSES TO COMMENTS

**Includes Agency Comments Received, Public
Comments Received, and Responses to Agency and
Public Comments**

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Minnesota Department of Transportation

Metropolitan District
Waters Edge
1500 West County Road B-2
Roseville, MN 55113-3174

September 29, 2009

Cheryl Martin, Environmental Engineer
FHWA
Galtier Plaza
380 Jackson Street, Suite 500
St. Paul, MN 55101-6120

SUBJECT: Minnesota's Union Depot, Mn/DOT Review's EAW09-008
4th Street, Between Sibley and Wacouta
St. Paul, Ramsey County
Control Section 6217

Dear Ms. Martin;

The Minnesota Department of Transportation (Mn/DOT) has reviewed the Minnesota's Union Depot Environmental Assessment (EA) and has no formal comments at this time.

If you have any questions regarding this letter, feel free to contact me at (651) 234-7797.

Sincerely,

William Goff
Senior Planner

Copy: Timothy Mayasich, Ramsey County Regional Rail Authority.

Copies sent via Groupwise:
Tod Sherman
Bryan Dodds
Marc Goess
Ann Braden, Metropolitan Council

Timothy Mayasich, Director
Ramsey County Regional Railroad Authority
Suite 6560 RCGC - West
50 West Kellogg Blvd.
St. Paul, MN 55102

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Minnesota Department of Transportation (Mn/DOT)

1. Thank you for your comment.



Response to comments
Minnesota's Union Depot
Environmental Assessment

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October 2009

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DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
SIBLEY SQUARE AT MEARS PARK
190 FIFTH STREET EAST, SUITE 401
ST. PAUL, MINNESOTA 55101-1638

REPLY TO
ATTENTION OF
Operations
Regulatory (2009-03982-TJF)

September 4, 2009

Mr. Timothy Mayasich
Ramsey County Regional RR
50 West Kellogg Boulevard
Suite 6560 RCGC - West
St. Paul, Minnesota 55102

Dear Mr. Mayasich:

We have reviewed the Environmental Assessment that was submitted regarding the rehabilitation and reuse of the Union Depot as a multi-modal transit hub in the City of St. Paul. The general site is in the NW ¼ of Section 5, T28N, R22W, Ramsey County, Minnesota.

2. The EA indicates that no waters or wetlands would be impacted by the proposed rehabilitation of this site. Because development of the site would not involve the discharge of dredged or fill material into any waters of the United States, including wetlands, nor would it involve work within navigable waters, a Department of the Army permit is not required to do this project. Should the project result in the need to conduct work in waters, such as the Mississippi River, for new storm sewer outfall structures, our office should be contacted for permit requirements.

This letter is valid only for the project referenced above. PLEASE NOTE THAT THIS CONFIRMATION LETTER DOES NOT ELIMINATE THE NEED FOR STATE, LOCAL, OR OTHER AUTHORIZATIONS, SUCH AS THOSE OF THE DEPARTMENT OF NATURAL RESOURCES OR COUNTY.

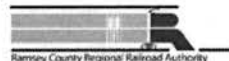
The decision regarding this action is based on information found in the administrative record which documents the District's decision-making process, the basis for the decision, and the final decision.

If you have any questions, contact Tim Fell in our St. Paul office at (651) 290-5360. In any correspondence or inquiries, please refer to the Regulatory number shown above.

Sincerely,

Timothy J. Fell
Tamara E. Cameron
Chief, Regulatory Branch

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United States Army Corps of Engineers

2. Thank you for your comment.



Response to comments
Minnesota's Union Depot
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MILLE LACS BAND OF OJIBWE
Executive Branch of Tribal Government



Mille Lacs Band of Ojibwe

3. Thank you for your comment.

August 27, 2009

Steve Morris, Transit Project Manager
RCRRA
50 W Kellogg Boulevard, Suite 6560 RCGC-West
St. Paul, MN 55102

Re: Section 106 Consultation and Tribal Review NHPA: URS Corporation/Ramsey County Regional Railroad Authority/Federal Highway Administration/Federal Transit Administration: Rehabilitation and reuse of Minnesota's Union Depot as a multi-modal transit hub.

Dear Mr. Morris,

3. Thank you for the opportunity to review and comment on the above project. It has been reviewed pursuant to the responsibilities given the Tribal Historic Preservation Office by the National Historic Preservation Act of 1966 and the Procedures of the Advisory Council of Historic Preservation (36CFR800).

Based on available information we conclude there is no cultural significance to the Mille Lacs Band of Ojibwe within the area described.

Please contact Natalie Weyaus at 320-532-4181 extension 7450 if you have any questions regarding our review of this project.

Respectfully,

Natalie Weyaus
Natalie Weyaus
Tribal Historic Preservation Officer

Cc: Dennis Gimmestad, MN SHPO Review and Compliance Officer

DISTRICT I

43408 Oodena Drive • Onamia, MN 56359
(320) 532-4181 • Fax (320) 532-4209

DISTRICT II

36666 State Highway 65 • McGregor, MN 55760
(218) 768-3311 • Fax (218) 768-3903

DISTRICT IIA

2605 Chiminizing Drive • Isle, MN 56342
(320) 676-1102 • Fax (320) 676-3432

DISTRICT III

45749 Grace Lake Road • Sandstone, MN 55072
(320) 384-6240 • Fax (320) 384-6190

URBAN OFFICE

1433 E. Franklin Avenue, Ste. 7c • Minneapolis, MN 55404
(612) 872-1424 • Fax (612) 872-1257

Response to comments
Minnesota's Union Depot
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October 5, 2009

Mr. Steve Morris, Transit Project Manager
Ramsey County Regional Rail Authority
50 W Kellogg Boulevard, Suite 6560
RCCG-West
St. Paul, MN 55102

RE: Ramsey County Regional Rail Authority, EA for Minnesota's Union Depot
Metropolitan Council District 13
Metropolitan Council Review No. 20649-1

Dear Mr. Morris:

Metropolitan Council staff has completed its review of the Environmental Assessment (EA) and Draft Section 4(f) Evaluation (EA) for Minnesota's Union Depot. Ramsey County Regional Railroad Authority (RCRRA) and its federal partners prepared the EA, in accordance with the National Environmental Policy Act (NEPA) of 1969, to assess the potential impacts of the proposed project on the human and natural environments. The proposed project includes, "reintroducing passenger transportation to the Depot's elevated train deck, including rebuilding a portion of the train deck over the existing vehicular ramp; reintroducing vertical circulation between the rain deck, the waiting room, and under track level; adding pedestrian and bicycle facilities to the under track level; and building a new vehicular ramp by cutting into the deck." The project also proposes to remove the 1978 U.S. Postal Service Annex and twenty feet of the northern edge of the deck to provide clearance for the pedestrian/bicycle way.

The Council's review finds that the EA raises no major issues of consistency with Council policies. An EIS is not necessary for regional purposes. However, please note the following comments where staff notes specific concerns or recommends changes to improve accuracy.

Section 4.1.1 Land Use - Denise Engen, Community Development, (651-602-1513)

The Central Corridor Development Strategy (CCDS), adopted by the City of St. Paul in October 2007 should be included in the discussion of existing local use plans. The CCDS lays out the City's vision and provides strategies for how the Central Corridor should grow and change in response to the investment in light rail transit. The CCDS includes the Union Depot site.

Section 4.1.13 Public Parklands - Jan Youngquist, Community Development, (651-602-1029)

The Union Depot site is within 0.5 mile of the following regional parks system facilities: Lilydale-Harriet Island Regional Park, Bruce Vento Regional Trail and Nature Sanctuary, and Samuel Morgan Regional Trail. The development described in the EA does not appear to have a negative impact on the regional parks system. The Union Depot may benefit from the pedestrian and bicycle connectivity provided by the regional trails. Regional trail users may also benefit from the bicycle station facilities at the Union Depot.

Section 4.3.7 Storm Water Drainage - James Larsen, Community Development, (651-602-1159)

The EA notes that pervious pavement is proposed for use in the northern portion of the elevated rail yard as one of three possible methods and locations within site boundaries to improve the quality and

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Metropolitan Council and Metro Transit

4. Thank you for providing information regarding an updated City strategy. Discussion of the Central Corridor Development Strategy (CCDS) should be added to page 21:

Central Corridor Development Strategy

The Central Corridor Development Strategy (CCDS) called for enhancing the pedestrian environment around the Union Depot and the intensification of development in the area. The proposed reuse of Union Depot supports goals for the area around the Union Depot.

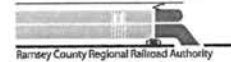
5. Thank you for your comment.
6. The text of the EA is correct, although it may have been misunderstood. The EA suggested several possible BMPs that could be used to meet the discharge and volume control requirements. The system(s) that are selected and the location of these systems will be determined during engineering. Consideration for water flow paths that do not have the potential to create maintenance issues or come in contact with existing pockets of contamination will be included in this determination process.

One of the possible BMP suggested in the EA was the installation of permeable pavers on the roof deck which would require removal of existing paving and soils, placement of engineered fill, and a drainage system. Because of the age of the existing membrane and existing leakage issues, it is expected that a new liner would be placed over the elevated deck. The extent and design of this system as well as an evaluation and design of a new membrane will be completed as part of the final facility design. This is discussed in greater detail on pages 130-131. Thank you for allowing us to clarify this point.

Response to comments
Minnesota's Union Depot
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reduce the volume of storm water runoff from the redeveloped site. Council staff is concerned that the proposed storm water drainage design will exacerbate existing drainage problems on the site.

The EA indicates that the elevated deck consists of 24-inch-thick concrete, partially overlain by a waterproofing membrane and an unspecified thickness of clean fill, (which replaced railroad-impacted soil removed in 1990), and currently paved with an asphalt driving/parking surface. The document also indicates that the lower level of the elevated parking structure currently experiences seepage of water through the concrete ceiling into the under-track level through cracks and other discontinuities in the waterproofing membrane.

Seepage through the deck would be expected to continue, and probably worsen over time, unless the existing waterproofing membrane is replaced. A determination needs to be made as to whether or not leakage of water through the concrete ceiling, as a result of the frequent freeze-thaw cycles that occur in this area, has unacceptably accelerated deterioration of the elevated structure and compromised its integrity. A determination also needs to be made as to whether partial or total replacement of the existing liner needs to be a part of the proposed facility redevelopment.

Council staff questions using pervious pavers in this area to promote an increase in infiltration into a semi-confined fill medium on the surface of the elevated rail yard, unless the following are required as components of the redevelopment process:

- Installation of a new liner over the entire elevated deck to eliminate seepage for the remaining life of the facility, and
- Removal of all remaining contaminated fill.

Council staff recommends that installation of infiltration best management practices be sited in areas where their flow path will not have the potential to create maintenance issues or come in contact with existing pockets of contamination.

Section 3.0 Alternatives, Section 4.2 Transportation Impacts, Section 4.3 Environmental Impacts, Section 6.0 Draft Section 4(F) - Scott Thompson, Metro Transit, (612-349-7774)

Metro Transit's Service Development and Street Operations staff reviewed the EA and recommend the following revisions.

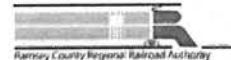
7.
 - Section 3.3.2 (p. 14) describes the services at the Union Depot. The third bullet should include Minnesota Valley Transit Authority (MVTA) buses in addition to Metro Transit buses.
8.
 - Section 3.3.2, (p. 15), the first sentence of the third paragraph (second bullet point) should add express routes in addition to local routes. The second sentence describes "seven local bus routes would need to be revised to use space at the Union Depot for transfers and layover" and "these buses currently layover along Minnesota Street". As noted in a September 10, 2008 letter from John Levin to Steve Morris at Ramsey County, Metro Transit does not commit to the number of routes or daily trips that may use this facility (see Attachment A). While the EA document mentions this point later in the document, it also needs stating in this section.
9.
 - Table 4.2.1-2 describes 630 existing total weekday Metro Transit bus trips entering and exiting the facility. As noted above, and on p. 172 of the Coordination section, Metro Transit has committed to use this facility, but has not committed to the number of daily bus trips that would operate to and from the Union Depot. However, under a conservative operating scenario where the current bus routes that terminate in this area are rerouted to end at the Union Depot, the total daily Metro Transit and MVTA bus trips would be an estimated 344 weekday trips. Under a

Metropolitan Council and Metro Transit cont.

7. The RCRRA is open to further discussions regarding the possibility of additional transit providers being included in the Union Depots program of service. The conceptual site plan does include potential future bus bays that could be used to accommodate larger numbers of buses if it is determined that there is a demand for that level of service at the Union Depot. During the design process RCRRA will contact Minnesota Valley Transit Authority (MVTA) to determine their level of interest in providing service to the Union Depot.
8. For the purposes of EA "local" was intended to refer to buses that provide service within the seven-county region. However, as pointed out by the commenter this may cause confusion to the reader. To clarify this point for the reader the first sentence of the second bullet on page 15 should state: "Change local and express bus routes to incorporate the Union Depot into the routes as a passenger station and layover facility." Thank you for pointing out the potential confusion.
9. The numbers in the table are correct, however, the reader may have misinterpreted them. The number of bus trips included in Table 4.2.1-2 is intended only to identify potential environmental impacts. Using a high estimate for the number of buses provides Metro Transit with increased flexibility for future planning of bus routes, traffic and noise impacts were assumed to be "high" estimates. The number of buses providing service to the Union Depot is based on the possible rerouting of buses described on page 86 and the level of service in the Fall of 2007.

The commenter pointed out that Metro Transit is proposing to reduce the number of buses providing service in downtown Saint Paul following the implementation of the Central Corridor Light Rail. Although, Union Depot is being designed to complement the Central Corridor Light Rail, it is not being planned contingent on the existence of the Central Corridor Light Rail. As a result, the implementation of the Central Corridor Light Rail was not assumed as part of the Union Depot EA.

To clarify this point a footnote should be added to Table 4.2.1-2: "Metro Transit has not determined which routes will operate with a stop at the Union Depot. The number of bus trips included in this table is based on the possible modifications to the bus routes discussed in Section 4.2.3 Transit."



more aggressive service scenario where Route 16 buses are extended from the current layover site at Minnesota and 4th Street and end at the Union Depot, an estimated additional 120 weekday trips (post Central Corridor implementation) would enter and leave the Union Depot, for a total weekday count of approximately 464 trips. These trip counts are provided only for the purpose of identifying the potential environmental impact of bus service on the rehabilitated Union Depot site and surrounding area.

- *Section 4.2.3 - Transit: Metro Transit (p. 86)* describes the potential routes that could be extended to end at the Union Depot. Although Route 63 currently operates near the Union Depot on Broadway and Kellogg Boulevard, it would not terminate at the Union Depot.
- *Section 4.3 Air Quality (p. 97):* Paragraph 3, sentence 2 should be reworded to read, "This project is exempt from EPA transportation conformity requirements based on 40 CFR 93.126 because it is a reconstruction of a transit terminal and therefore no conformity analysis has been performed."
- *Section 4.3.3 - Noise: Noise Assessment based on Federal Highway Methodology (p. 104)* states that "Metro Transit will modify several bus routes ...into the Union Depot". The sentence should be revised to state that Metro Transit will modify selected routes that currently terminate on the east end of downtown Saint Paul, to end at the Union Depot.
- *Section 4.3.3 - Noise: Mitigation Measures, Limit Bus Idling Time (p. 105):* The mitigation discussed in this section is inconsistent with the Metro Transit bus idling policy noted below and needs to be revised. Metro Transit's policy is that Metro Transit operators will be required to shut-off buses immediately at all terminals and layovers when the temperature is between 36 and 80 degrees. During times when temperatures are below 36 degrees and above 80 degrees drivers are allowed to run the engines during recovery time periods. While making revisions, the RCRRRA should also check the policies of the Greyhound and Jefferson lines in order to propose mitigation that is consistent with all policies.
- *Section 6.0 - II. PROPOSED ACTION (p. 153):* The fifth bullet should include MVTA as a regional provider.

Chapter 6: Draft Section 4(F) - Kathryn O'Brien, Central Corridor Project Office, (651-602-1927)

- *Section 4.2.4 - Pedestrians (p. 89) and Section 6.0 - II. PROPOSED ACTION (p. 154):* In the EA, the County notes the possibility of obtaining and utilizing a pedestrian easement through the head house to connect the LRT station with other transportation modes. It should be noted that since the EA was prepared and/or published, the County has purchased the head house and such arrangements with a private property owner are no longer required to facilitate LRT to other modal connections.
- *II. PROPOSED ACTION (p. 154):* Please be advised that any potential future extension of the Central Corridor LRT line (CCLRT) to provide a direct connection to the Union Depot concourse is not part of the current CCLRT project plans, scope or budget.
- *IV. MEASURES TO MINIMIZE HARM (p. 169):* The reference to the "American Council on Historic Preservation" should instead read, "Advisory Council on Historic Preservation."
- *Figure 3.3.2-1* does not depict the current LRT station or track configuration on 4th Street. Specifically, the LRT station design in front of Union Depot consists of a split-platform design.

Metropolitan Council and Metro Transit cont.

- 10. The text of the EA does not discuss where any bus routes will terminate; it only discusses the possibility of rerouting buses to incorporate a stop at the Union Depot. The rerouting of Route 63 was not intended to truncate the route but instead to add a single stop to the route, as Route 63 currently goes through the intersection of Kellogg Boulevard and Broadway Street.
- 11. Thank you for pointing out the proposed project would be exempt from EPA transportation conformity requirements based on 40 CFR 93.126. The second sentence of the third paragraph on page 97 of the EA should read: "This project is exempt from EPA transportation requirements based on 40 CFR 93.126 because it is a reconstruction of a transit terminal and therefore no conformity analysis has been performed."
- 12. The term "several routes" may be misleading. The first sentence of the fourth full paragraph on page 104 was intended to read: "Metro Transit will modify selected routes currently providing service in downtown Saint Paul to provide service to the Union Depot." Thank you for pointing out this error.
- 13. Although, the results of the noise assessment indicated that the project will produce no noise impacts. The text of the EA suggested possible methods for reducing the noise generated by the project, this was beyond the scope of the EA. Section 4.3.3 Noise, Mitigation Measures should have read: "The results of the noise assessment indicate that the project will produce no noise impacts, as a result no mitigation is required."
- 14. Please see response to comment number 7.
- 15. Since preparing the EA, RCRRRA has acquired a portion of the Union Depot head house. This occurred when in the course of negotiating a pedestrian easement through the head house, which is included in the EA, it became apparent to both parties that it would be mutually beneficial for the RCRRRA to acquire a portion of the head house, including the main floor where the easement was desired. By acquiring a portion of the Union Depot head house there is no longer a need to acquire an easement through the head house to facilitate Central Corridor LRT connections to other modes.
- 16. RCRRRA is aware that a potential future extension of the Central Corridor LRT Line providing direct access to the train deck and waiting room is not part of the current Central Corridor LRT Line plans, scope, or budget. Thank you for clarifying that point for readers who may not have been aware.
- 17. Thank you for pointing out the typographical error the text was intended to read: "A Programmatic Agreement between FHWA, Mn/DOT, RCRRRA, Advisory Council on Historic Preservation (ACHP), and MnSHIPPO is being developed to guide the design and construction of the multi-modal transit hub and satisfy Section 106 requirements." Thank you for pointing out this error.

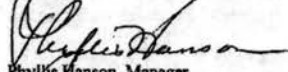
October 5, 2009
Mr. Steve Morris
Page 4



18. In addition, the crossover track illustrated in Figure 3.3.2-1, at the intersection of 4th and Wall streets has been relocated to the interior of the CCLRT Operations and Maintenance Facility.

This concludes the Metropolitan Council's review of the EA. The Council will take no formal action on the EA. If you have any questions or need further information, please contact Denise Engen, the Principal Reviewer, (651-602-1513), or me, (651-602-1566).

Sincerely,


Phyllis Hanson, Manager
Local Planning Assistance

cc: Crystal Carlson, MHFA
Tod Sherman, Development Reviews Coordinator, MnDOT Metro Division
Richard Aguilar, Metropolitan Council District 13
Arlene McCarthy, Metropolitan Transportation Services
Mark Fuhrmann, Central Corridor Project Office
John Levin, Metro Transit
Keith Buttleman, Environmental Services
Denise Pedersen Engen, Sector Representative
Cheryl Olsen, Reviews Coordinator

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Metropolitan Council and Metro Transit cont.

18. Thank you for the additional information regarding the Central Corridor LRT platform on 4th Street. Although the Union Depot and Central Corridor LRT projects have been coordinated throughout the planning process, this document is not intended to provide the most current and up-to-date information regarding the Central Corridor LRT. Page 10 of the EA recommends that readers interested in the details and impacts of the Central Corridor LRT should refer to the Central Corridor LRT Environmental Impact Statement for this information. Thank you again for the additional information regarding the plans for the Central Corridor LRT.



ATTACHMENT A

September 12, 2008

Steve Morris
Transit Projects Manager
Ramsey County Regional Rail Authority
50 West Kellogg Blvd, Suite 6560
Saint Paul, MN 55102

Dear Steve:

Thank you for the recent meeting with Metro Transit Service Development staff to review the Ramsey County Regional Rail Authority's concept plans for Minnesota's Saint Paul Union Depot Multi-Modal Transit Hub project and to discuss Metro Transit's potential use of this facility for bus loading and layover.

As we discussed, Metro Transit and Minnesota Valley Transit Authority (MVTA) currently use three layover sites on the south and east ends of downtown Saint Paul. They are:

1. The Ramsey County/City of Saint Paul owned Central Parking lot on Kellogg Boulevard under the Lafayette Bridge. Metro Transit Routes 21 and 53 layover at this facility.

We understand that this lot will be used for a Central Corridor LRT maintenance facility and will likely not be available in the future as a bus layover location.

2. The Mn/DOT owed property at 5th Street and Kittson Street under the I-94 Bridge. Metro Transit Routes 54 and 65 and MVTA Routes 480, 484 and 489 layover at this facility.

We are aware that this facility could be taken by Mn/DOT for a new ramp from the Lafayette Bridge to westbound I-94.

3. The on-street layover site on Minnesota Street between Kellogg Boulevard and 4th Street. Metro Transit Routes 16, 50, and 94 layover at this location.

Under current schedules, this layover location is not large enough to handle all of the buses on these routes during peak periods, so several trips have alternate layover locations nearby.

Based on this summary of layover locations on the south and east ends of downtown Saint Paul and a review of preliminary plans for a multi-modal transit facility at the Union Depot, there are obvious benefits to Metro Transit and MVTA to reroute many of the above routes to terminate and layover at Union Depot. If all of the above routes

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26



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

Public Works Department
Bruce Beese, Director

Administration Division
140 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102
Facsimile 651-266-6222

October 2, 2009

Mr. Steve Morris, Transit Project Manager
Ramsey County Regional Railroad Authority
50 West Kellogg Boulevard
Suite 6550, RCGC-West
Saint Paul, Minnesota 55102

RE: City of Saint Paul Review of the Minnesota's Union Depot Environmental Assessment, July, 2009

Dear Mr. Morris;

Thank you for the opportunity to review the Environmental Assessment for Union Depot. As you know, the City has historically supported, and will continue to support the rehabilitation and renewal of Union Depot as THE regional hub of LRT, commuter rail, high speed rail, bus and bicycle for downtown Saint Paul, the Metro East area and the entire State of Minnesota.

The City finds the EA to adequately cover the key issues and present reasonable mitigation strategies. The following comments constitute the City's review:

- 19 • Page 2, Under 1st Paragraph, 4th bullet – Avoid use of the word "reconstruct" to refer to the vertical circulation to the concourse. The Secretary of the Interior's Standards have a specific meaning about the word "reconstruct," and City does not believe that is the intended objective here.
- 20 • Page 6, #1 – Consider adding references to Riverview BRT? I-94 Corridor?
- 21 • Page 7, Fig. 1.2.1-1. Does the boundary shown accurately separate the Head House from the Concourse?
- 22 • Page 7, Goal 4 discussion – Consider adding reference to Riverview BRT
- 23 • Page 9, 2.3.4 – The City has adopted the Riverview Land Use Plan, which also had BRT routing and station recommendations in it.
- 24 • Page 16, 5th bullet – Is this comment up-to-date?
- 25 • Pages 19-23. Appropriate sections of the Historic Preservation Plan, now approved, should be cited.
- 26 • Page 22, Transportation Policy Plan – The new Transportation Policy Plan has had an initial approval by City Council and has been accepted by Metropolitan Council staff for Metropolitan Council approval. This updated material should be referenced.
- 27 • Page 22, Fig. 3.3.2-1. The light rail track extension going in front of two historic buildings on Broadway has not been fully vetted, so nothing in these comments should be interpreted as approval with respect to the impact on those buildings and the historic district. Any development of trackage along Broadway will need full review by the City and the HPC with respect to the Historic Preservation Plan.
- 28 • Page 22 – Add Central Corridor Development Strategy. Also, should the draft Downtown Station Area Plan be added?



City of Saint Paul

19. Thank you for pointing this typographical error. The eighth bullet point on page 2 was intended to read: "Construct the pedestrian vertical circulation between the waiting room and the passenger platforms on the train deck"
20. Thank you for bringing up additional potential transit enhancements that may bolster the Union Depot. The Riverview BRT was not included in the discussion of future rapid transit projects because it is not included in the Counties Transportation Improvement Board (CTIB) list of regional transitway projects and the Metropolitan Council Transportation Policy Plan (TPP) identifies Riverview BRT as a possible arterial BRT Corridor (the TPP refers to it as West 7th Street). Although, the TPP includes arterial BRT in the discussion of the transitway system it does so in a separate section than the rest of the rapid transit projects discussed in the EA.

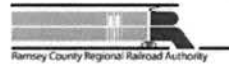
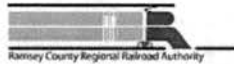
The I-94 Corridor is discussed in this paragraph. Thank you for bringing up other planned transit enhancements which would benefit from the development of the proposed project.
21. At the time the EA was prepared the boundary shown in Figure 1.2.1-1 and subsequent figures was accurate by separating the concourse from the head house. However, the project boundary should currently include the head house. This change came when in the course of negotiating a pedestrian easement through the head house, which is included in the EA, it became apparent to both parties that it would be mutually beneficial for the RCRRA to acquire a portion of the head house, including the main floor where the easement was desired.
22. See response to comment 20.
23. Thank you for your comment. The specific recommendations included in the Riverview Land Use Plan have been incorporated into the Saint Paul Downtown Development Strategy, which is discussed on page 21 of the EA.
24. See response to comment 15.
25. Thank you for the information about the Draft Historic Preservation Plan. Discussing draft and proposed plans and legislation is beyond the scope of this EA. It is impossible to predict what if any changes to the draft plan will be made prior to the final approval of the plan.
26. Thank you for the information about the Draft Transportation Plan. Discussing draft and proposed plans and legislation is beyond the scope of this EA. It is impossible to predict what if any changes to the draft plan will be made prior to the final approval of the plan.

Response to comments 27 and 28 are on the next page.

Response to comments
Minnesota's Union Depot
Environmental Assessment

URS

October 2009



City of Saint Paul cont.

27. Thank you for your comment regarding the impacts that may be associated with an extension of the light rail track along Broadway to the Union Depot Train Deck. While the EA has identified a potential route to extend the CC LRT to the back of the Union Depot via Broadway, there are currently no plans to do so. RCRRA understands that additional studies and review by the City of St. Paul and the Heritage Preservation Commission would be required if such an extension were proposed as part of a future project.
28. Please see responses to comments 4 and 26.

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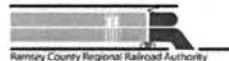
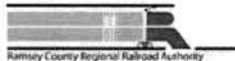
- 21 • Page 24, Existing Conditions - Update status of property ownership. The HRA has sold the elevated rail yard east of Broadway to RCRRA. Also, this discussion should reflect RCRRA's ownership of most of the Head House.
- 30 • Page 24, 3rd bullet - Is this still accurate?
- 31 • Page 25 - Amend first 3 paragraphs to reflect RCRRA's ownership of Head House.
- 32 • Page 25, 2nd paragraph - Syntax problems
- 33 • Page 26, Section 4.1.3 - Bolster the text regarding TOD potential around Union Depot as per CCDS, and the draft Downtown Station Area Plan.
- 34 • Page 26, 1st Paragraph - Refers to "neighborhood" boundaries and that could be confused with Historic District boundaries that aren't mentioned in this section. Might want to refer to the local and National Register Historic Districts here too and refer to Figure 4.1.11-1
- 35 • Page 30, Mitigation Measures - The text does not seem to respond to environmental justice issues.
- 36 • Page 38, 5th Paragraph - Reference the Urban Diversified District as being defined in the City's Critical Area ordinance, not Executive Order 79-19.
- 37 • Page 53, 1st Paragraph - Add the address when referencing further survey that is needed for property: RA-SPC-6903.
- 38 • Page 61, Discussion of Impacts to Historic Fabric and Appearance - This section references that the changes needed to the east wall of the concourse for openings could have adverse impacts, but it doesn't mention anything about the new construction itself having any potential adverse impacts. Text should be added to reference potential adverse impacts of all the new construction that is needed.
- 39 • Page 61, Last Paragraph - What is the "Chicago Milwaukee and Saint Paul Railway Company Railroad Corridor Historic District?" It may be referenced elsewhere in the document, but perhaps a sentence of explanation (determined eligible for the NR, whatever) would be helpful here.
- 40 • Page 71, Existing Conditions - Add a reference to the tot lot
- 41 • Page 74, Tot Lot - Note that it is owned by the City of Saint Paul, not the HRA.
- 42 • Page 84, 1st full paragraph - Park & Ride deemed "minimal" yet there is substantial potential for Park & Ride given the high demand for eastern suburb travel demand to downtown Minneapolis and U of M, particularly commuter demand. This discussion should be expanded to at least include the potential of Park & Ride demand as congestion and gas prices rise.
- 43 • Page 86, Metro Transit buses - The text calls out the need for more buses, but at the bottom of page 87 it is stated that there are no impacts on Metro Transit bus services by directing buses to Union Depot. There does seem to be increased costs for bus service. Should this be reflected in the text? In addition, the text should reflect that the Rt 50 will be eliminated in 2014 with opening of LRT
- 44 • Page 92-3, regarding aviation - The City of Saint Paul will be adopting a zoning overlay district and oversee land development and heights of buildings near Holman Field. Some discussion reflecting that fact should be included here.
- 45 • Page 113, Pervious Pavement - This text recommends using pervious pavement, and Figure 4.3.7-1 shows such pavement on the northern edge of the current deck. However, if there is a waterproof membrane protecting the deck, how can pervious pavement be used on top of the deck?
- 46 • Page 139, First Two Lines - These statements ("increases in density will lead to increased traffic congestion and demand for parking") are seemingly inconsistent with the last three bullets on Page 175. It is unclear what the impacts on traffic and parking demand will be. One argument is that increased densities will result in higher congestion and parking demand. Another argument can be made that increased density supports transit (which offers alternatives to driving and parking a car) as well as a mix of uses within walking distance that also lessens driving and the need for parking. Also see comments on text on Page 84 above concerning park and ride.



City of Saint Paul cont.

29. Thank you for pointing out this error. The first sentence of the third bullet on page 24 should read: "The RCRRA owns the elevated rail yard east of Broadway."
30. Please see response to comment 29.
31. Please see response to comment number 15.
32. Thank you for pointing out the syntax error. The second paragraph on page 25 was intended to read: "The head house, in addition to being a residential building, also contains retail and restaurant businesses. Although the interior layout of the head house has not yet been determined, it is likely that these businesses will experience increased noise and activity from increased pedestrian activity in the head house." Thank you for pointing out this error.
33. Thank you for raising the issue of Transit Oriented Development (TOD) potential around the Union Depot, which will be bolstered by the reuse of the Union Depot as a multi-modal transit hub. This issue should have been included in Section 4.1.3 Neighborhoods. The text on page 26 should be amended to include:
- The Central Corridor Development Strategy calls for an enhanced pedestrian environment and intensification of development around the Union Depot. The redevelopment of the Union Depot as a multi-modal transit hub will support intensification of development by increasing the number of destinations, which can be reached from the Lowertown neighborhood without the use of a personal automobile. When people travel by modes other than a personal automobile, they tend to walk more. An increase in the number of pedestrians will enhance the pedestrian environment because it will encourage street front retail as a result of the increased number of potential customers. This retail development is a key component of Transit Oriented Development (TOD) and will also work to attract additional residential development, the other key component.
34. The intent of this section is to discuss the consistency of the proposed project with local zoning ordinances and plans. Discussion of the local and National Register Historic Districts would deviate from this subject area. As a result, a discussion of the local and National Register Historic Districts was not added to this section, but they are discussed thoroughly in Section 4.1.11. Adding them to this section would further confuse the reader due to the similar names and different geographic area.

Responses to comments 35 - 46 are on the following pages.



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City of Saint Paul cont.

35. The Mitigation Measures section discusses steps that could be taken to mitigate the visual, hazardous materials, and access impacts as they relate to low income and minority populations. These are the impacts identified under the build alternative. In addition, the text of the section discussing the impacts of the build alternative EA states that:

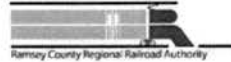
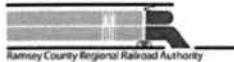
...as discussed in other sections of this report, it is anticipated that there would be no increase in noise, vibration, air pollution, or traffic resulting from the proposed project. The proposed action does not involve acquiring property owned by minorities or low income persons or displacing minority businesses. In addition, the proposed action does not involve the acquisition of land currently used as a public parkland.

The EA concludes that the build alternative would improve the views from a low income or minority neighborhood, treat/remove hazardous materials near a low income or minority neighborhood, and improve access without the use of a personal automobile. The build alternative would not acquire property from or displace low income or minority residents or businesses and would not acquire public parkland. Further, the build alternative would not increase noise, vibration, air pollution, or traffic. As a result, disproportionately high and adverse human health or environmental effects would not be borne by low-income or minority populations through implementation of the build alternative.

36. The text of the EA is correct in stating that the Urban Diversified District was defined by the 1976 State Executive Order No. 79-19, as a part of the Mississippi River Critical Area Program, which is being discussed in Section 4.1.10 Mississippi River Critical Area. In 1982, the City of Saint Paul adopted an Urban Diversified overlay District. However, this section of the EA is discussing the State designated Mississippi River Critical Area, not the City's overlay district.
37. Thank you for pointing out this omission, although the property address is included elsewhere in this section of the EA it would be beneficial to the reader to repeat the address in this sentence. The first sentence on page 53 should have read: "Further evaluation of one property, Endicott Arcade Addition 142 East Fifth Street, was conducted in August 2008." Thank you for identifying this omission.

Responses to comments 38 - 46 are on the following pages.

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City of Saint Paul cont.

38. Thank you for your comment regarding the nature and extent of adverse impacts that may result from the proposed conversion of the Union Depot historic property to a multi-modal transit station. The Programmatic Agreement developed for this project recognizes that the full range of effects on historic properties will not be known prior to the approval of grant funds, and the agreement provides for ongoing consultation to assess effects and resolve adverse effects in fulfillment of the requirements of Section 106 of the National Historic Preservation Act. RCRRA and the signatories of the agreement will ensure that adverse impacts of all new construction will be identified and addressed during the design phase of the project.
39. Although, this is CM&StP Railroad Corridor Historic District is identified elsewhere in the EA the commenter is correct in stating that added clarity here would be beneficial. To clarify what the CM&StP Railroad Corridor Historic District is, the first sentence of the last paragraph on page 61 should state: "The project would have minor direct impacts on the CM&StP Railroad Corridor Historic District (recommended eligible pending SHPO review) segment in the vicinity of the Union Depot."
40. Thank you for pointing out this omission. To include this reference the following sentence should be added after the second sentence in the third paragraph on page 71: "The City of Saint Paul owns a Tot Lot, with a playground, located in the southwest quadrant of the intersection of Fourth Street and Sibley Street." Thank you for pointing out this omission.
41. Thank you for pointing out this error. The second sentence of the description of the *Tot Lot* should read: "The park is owned by the City of Saint Paul."
42. The commenter is correct in identifying a substantial potential for park-and-ride given the high demand for eastern suburb travel demand to downtown Minneapolis and the University of Minnesota. It is unclear what if any role the Union Depot would have in meeting this demand. It seems more likely that the Metropolitan Council's planned expansions/additions of park-and-ride facilities in Oakdale, Woodbury, Cottage Grove, Hastings, Newport, Saint Paul, Maplewood, and White Bear Lake (combined an additional 2,850 park-and-ride spaces) would better meet this demand than the Union Depot.

These facilities will have several advantages for park-and-ride service over the Union Depot including free parking. It is also likely that express bus service from these suburban park-and-rides, utilizing bus-only shoulders, would provide shorter travel time to and from downtown Minneapolis or the University of Minnesota than light rail or bus service based at the Union Depot.

Responses to comments 43 – 46 are on the following page.



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City of Saint Paul cont.

43. The EA does not state that there will be a need for additional Metro Transit buses. It discusses the need to reroute buses to accommodate a stop at the Union Depot. This will likely mean additional buses operating on Fifth Street, Sixth Street, and Broadway Street, which are all streets that currently have bus service.

With regard to the change in operating costs resulting from the rerouting of buses, this will depend on which bus routes Metro Transit determines will provide service to the Union Depot. However, it should be noted that several of the routes discussed as possibly providing service to the Union Depot currently layover either under I-94 or under the Lafayette bridge, both of which require the buses to drive about the same distance to reach the layover facility. As a result, there would not be a substantial increase in operating costs by combining these two layover facilities into a single facility at the Union Depot.

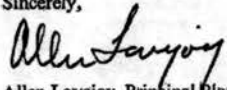
44. Please see response to comment 26.
45. Please see response to comment 6.
46. The text of the EA is correct although it may have been misunderstood. It is important for the reader to understand the difference between direct impacts and indirect impacts. Direct impacts of the project are discussed on page 175 and in Section 4.2.1 while indirect impacts of the project are identified on page 139. Direct impacts are those caused by the project, the proposed project would not induce a large increase in the number of vehicle trips to the downtown Saint Paul and/or the Lowertown neighborhood. Indirect Impacts are those things that happen as a result of something caused by the reuse of the Union Depot as a multi-modal transit hub. The indirect impacts of the project are discussed in Section 4.5 Indirect Impacts. An example is that the reuse of the Union Depot as a multi-modal transit hub is likely to increase development pressure in the Lowertown neighborhood because of the greater access to and from the area. The increased development pressure may result in a vacant building becoming occupied or an office building being built. These would increase the number of trips (people or goods) coming into downtown Saint Paul and/or the Lowertown neighborhood. The increased density caused by occupying a vacant building or building a new office building, would also increase the demand for transit and walking, as stated by the third and fourth lines on page 139. However, these would be a portion of the new trips not replacing existing trips, as a result they would not decrease the current demand for parking or traffic. Some of these trips would be vehicle trips which would lead to increased traffic congestion and demand for parking, as stated on page 139. However, these new trips are not due to the Union Depot being converted to a multi-modal transit hub, but to the construction of a new office building or the occupancy of a vacant space. As a result, they are not a direct impact of the proposed project.

Page Three
Mr. Steve Morris
October 2, 2009

47. • Page 180, Aeronautics – Include in list of coordinating agencies the Metropolitan Airports Commission and the City of St. Paul (who is responsible for air safety zoning overlay around Holman Field).

Thank you again for the opportunity to review the EA and support your efforts to establish the Saint Paul Union Depot as the transit hub for the region.

Sincerely,



Allen Lovejoy, Principal Planner
City of Saint Paul

c.c. Donna Drummond, Planning Administrator
John Maczko, City Engineer
Amy Spong
Lucy Thompson



City of Saint Paul cont.

47. Thank you for identifying this omission. The text describing the Build Alternative Impacts on Aeronautics should have read: "The project site is located in the Influence Area of the Downtown Saint Paul Airport. As a result, the RCRA will coordinate with the FAA, Mn/DOT Office of Aeronautics, Metropolitan Airports Commission (MAC), and the City of Saint Paul to ensure there are no adverse impacts on airport operations."



77

Capitol Region Watershed District

1410 Energy Park Dr., Suite 4 St. Paul, MN 55108
Phone: (651) 644-8888 Fax: (651) 644-8894 www.capitolregionwd.org

October 7, 2009

Steve Morris
Transit Project Manager, RCRA
50 West Kellogg Boulevard, Suite 6560 RCGS-West
St. Paul, MN 55102

RE: Minnesota's Union Depot Environmental Assessment

Dear Mr. Morris:

On August 17, 2009, Capitol Region Watershed District (CRWD) received a copy of the Environmental Assessment and Draft Section 4(f) Evaluation for Minnesota's Union Depot. The District has reviewed the document and provides the following comments.

48. 1. The project proposes disturbance of more than one acre of land and will require a permit from CRWD.
49. 2. Section 4.3.5 Wetlands and Ecologically Sensitive Areas identifies federal, state, and local wetland regulations. Though no wetland impacts are proposed, it should be noted that CRWD Rules require permits for all wetland disturbing activity within the District.
50. 3. The Legal and Regulatory Requirements identified in section 4.3.7 Storm Water Drainage accurately represent the standards contained in CRWD Stormwater Rule C.
51. 4. The Best Management Practices (BMPs) identified as Mitigation Measures are viable options to meet the CRWD Volume Reduction and Water Quality Standards.
52. 5. Section 4.4 Construction Impacts states that a National Pollution Discharge Elimination System (NPDES) permit is required for construction activities disturbing five or more acres. This should be corrected to state the NPDES permit is required for construction activities disturbing one acre or more.
53. 6. Section 4.4 should note that a CRWD Erosion and Sediment Control permit is required for projects disturbing one acre or more under Rule F.

Thank you for the opportunity to review and comment on this project. If you have questions, please feel free to contact District staff.

Sincerely,



Robert P. Piram
President, Capitol Region Watershed District

W:\07 Programs\Permitting\2009\Correspondence and Other\Union Depot EA Comments.doc

"Our mission is to protect, manage, and improve the water resources of the Capitol Region Watershed District."



Capitol Region Watershed District (CRWD)

48. Comment noted.
49. Thank you for the information regarding wetland protection with the CRWD. As noted in the EA the proposed project will not be disturbing wetlands. To incorporate the CRWD rules regarding wetlands the following sentence should be added at the end of the first paragraph on page 110: "In addition, the Capitol Region Watershed District (CRWD) Rule E requires a permit for any work that may fill, drain, excavate, or otherwise alter the character of a wetland within the CRWD."
50. Thank you for your comment.
51. Thank you for your comment.
52. Thank you for pointing out this error in the permitting rules. The first sentence on page 133 was intended to read: "The discharge of stormwater from construction activities disturbing one or more acres requires the receipt of a National Pollutant Discharge Elimination System (NPDES) Construction Permit." Thank you for pointing out this error.
53. Thank you for pointing out this omission. Information regarding Erosion and Sediment Control Permitting should have been included in this portion of the EA. The following sentence should have been included in the text between the third and fourth sentence of the first paragraph on page 133: "In compliance, with Capitol Region Watershed District (CRWD), Rule F, any project disturbing an acre or more is required to obtain an Erosion and Sediment Control Permit."

Response to comments
Minnesota's Union Depot
Environmental Assessment

URS

October 2009

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Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, MN 55155-4194 | 651-296-6300 | 800-675-3843 | 651-282-5332 TTY | www.pca.state.mn.us

October 7, 2009

Mr. Steve Morris
Transit Project Manager
RCRRA
50 West Kellogg Boulevard
Suite 6560 RCGC-West
St. Paul, MN 55102

Re: Minnesota's Union Depot Environmental Assessment

Dear Mr. Morris:

Thank you for the opportunity to review and comment on the Environmental Assessment (EA) for the Minnesota's Union Depot project (Project) in St. Paul, Minnesota. Regarding matters for which the Minnesota Pollution Control Agency (MPCA) has regulatory responsibility and other interests, the MPCA staff has the following comments for your consideration.

54. As noted in the EA, the Mississippi River is listed on the MPCA 2008 303(d) Total Maximum Daily Load (TMDL) list of impaired waters. The Mississippi River is listed as impaired for turbidity, fecal coliform, polychlorinated biphenyls, perfluorooctane sulfonate, and mercury. The impairments will dictate additional increased stormwater treatment both during construction and require additional increased permanent treatment post construction. These requirements will be included in the National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permit. The Project proposer should identify that compliance with these increased stormwater water quality treatments can be achieved on the project site or elsewhere. Questions regarding Construction Stormwater permit requirements should be directed to Larry Zdon at 651-757-2839. Information regarding the MPCA's Construction Stormwater Program can be found on the MPCA's Web site at:
<http://www.pca.state.mn.us/water/stormwater/stormwater-c.html>.
55. In addition, any project that will result in over 50 acres of disturbed area and has a discharge point within one mile of an impaired water is required to submit their Stormwater Pollution Prevention Plan (SWPPP) to the MPCA for a review at least 30 days prior to the commencement of land disturbing activities. If the SWPPP is found to be out of compliance with the terms and conditions of the General Permit, further delay may occur. The MPCA encourages the Project proposer to meet with staff at preliminary points to avoid this situation.



Minnesota Pollution Control Agency

54. Comment noted. The final plans for the site will need to meet the NPDES Construction Stormwater Permit including the requirements for additional BMPs for special waters and impaired waters.
55. Comment noted. Although the proposed project would not disturb more than 50 acres, as a result a SWPPP is not required to be submitted to MPCA 30-days prior to land disturbance.

Response to comments
Minnesota's Union Depot
Environmental Assessment

URS

October 2009

Mr. Steve Morris
October 7, 2009
Page 2



Minnesota Pollution Control Agency cont.

56. Comment noted. RCRRA will work with (and follow the requirements of) the Minnesota Department of Health and Minnesota Pollution Control Agency to ensure that human health and the environment are not adversely affected by the removal/treatment of hazardous materials associated with the proposed project.

56. The EA indicates that the buildings to be rehabilitated or demolished will be inspected for hazardous materials such as asbestos and lead based paint and that pre-construction abatement may be required to address these materials. Please note that a "Notification of Asbestos Related Work" must be submitted to the Minnesota Department of Health by a licensed asbestos inspector ten working days prior to conducting abatement activities, if abatement of 160 square feet, 260 linear feet, or 35 cubic feet of RACM is required. A "Notification of Intent to Perform a Demolition" must be submitted to the MPCA ten working days prior to the commencement of demolition. Flaking lead based paint that may be present on the structure should be encapsulated or removed and properly disposed of offsite at the appropriate disposal facility prior to demolition activities. Any lead based paint chips that are present on the ground following demolition should also be removed and properly disposed of off-site at the appropriate disposal facility. The Project proposer should also consider recycling as much of the building materials as possible to reduce the volume of material disposed of in the landfill. If you have any questions regarding demolition issues or asbestos and lead paint abatement, please contact Derek Pemble in our St. Paul office, at 651-757-2647.

We appreciate the opportunity to review this Project and look forward to receiving your responses to our comments and notice of decision on the need for an Environmental Impact Statement. Please be aware that this letter does not constitute approval by the MPCA of any or all elements of the project for the purpose of pending or future permit action(s) by the MPCA. Ultimately, it is the responsibility of the project proposer to secure any required permits and to comply with any requisite permit conditions. If you have any questions concerning our review of this EA please contact me at 651-757-2508.

Sincerely,

Karen Kromar

Karen Kromar
Planner Principal
Environmental Review and Feedlot Section
Regional Division

KK:mbo

cc: Larry Zdon, MPCA, St. Paul
Derek Pemble, MPCA, St. Paul
Craig Affeldt, MPCA, St. Paul

Response to comments
Minnesota's Union Depot
Environmental Assessment

URS

October 2009

From: Gimmestad, Dennis [mailto:Dennis.Gimmestad@MNHS.ORG]

Sent: Fri 8/21/2009 2:44 PM

To: etidlow

Subject:

Hi Evelyn-

57. I just took a quick look at the Union Depot EA, and noticed that the boundaries for the eligible depot property are not accurate. For purposes of the USPS easement, the boundaries I gave you should be used. These were the boundaries that were used for the Central Corridor review as well.

Dennis



Minnesota State Historical Preservation Officer (MnSHPO)

57. Figure 4.1.11-1 has been modified as requested. See attached Figure.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3580

OCT 09 2009

REPLY TO THE ATTENTION OF:

E-19J

Marisol Simon
Regional Administrator, Region 5
Federal Transit Administration
200 West Adams Street, Suite 2410
Chicago, IL 60604

Re: **Comments on the Draft Environmental Assessment for the Proposed
Minnesota Union Depot in St. Paul, Ramsey County, Minnesota**

Dear Ms. Simon:

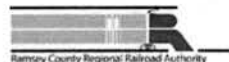
This proposal is to rehabilitate the former St. Paul Union Depot as a multi-modal transportation hub to include Amtrak Intercity Rail Service, Greyhound Intercity Bus Service, existing and planned Metro Intra-regional Bus and Light Rail Transit Services, plus taxi, bicycle and pedestrian travelers. The Ramsey County Regional Railroad Authority (RCRRA) and the Federal Highway Administration (FHWA) have prepared a Draft Environmental Assessment (EA) in cooperation with the Federal Transit Administration (FTA) regarding this proposal. Under the National Environmental Policy Act (NEPA), the Council on Environmental Quality regulations, and Section 309 of the Clean Air Act, U.S. Environmental Protection Agency (EPA) reviews and comments on major federal actions. Typically, these reviews focus on Environmental Impact Statements (EIS), but we also have the discretion to review and comment on other environmental documents prepared under NEPA if interest and resources permit. EPA has reviewed this Draft EA and we agree that an Environmental Impact Statement (EIS) is not required. We provide the following comments on three concerns. We commend the document authors for their preparation of this clear and readable presentation.

ALTERNATIVES

58. The rehabilitated depot design is proposed to accommodate a restored Amtrak service to this location, partly in preparation for high speed rail service as that opportunity develops. To enhance this function, the proposal brings together multiple transportation modes so the depot can act as the region's transportation hub. One of the key functions of the hub would be to facilitate travelers transferring from one mode to another, coming from multiple origins and traveling to multiple destinations. To accomplish this, the depot redesign will bring intercity bus services plus local and regional bus services to a platform in close proximity to the Amtrak platforms. Similarly, private automobile and taxi traffic are designed to have a drop-off, adjacent to the bus and Amtrak platforms. Bicycle and pedestrian travelers are likewise accommodated with close at hand access to these several platforms to select their convenient mode for travel. The proposed depot designs have made room and accommodations for the

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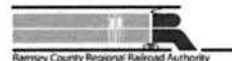
Environmental Protection Agency

58. Thank you for the detailed summary of the proposed project. As pointed out by the commenter, the Central Corridor LRT will have a stop on 4th Street in front of the head house. This will recreate the historic pedestrian pattern that existed when streetcars were located on 4th Street and trains were south of Kellogg Boulevard. In addition, although not part of the current scope for the proposed Union Depot project, conceptual plans were developed to extend LRT service to the train deck and included in the EA for review through the NEPA process. The conceptual plans considered how the Central Corridor LRT could be extended to the train deck, if in the future it is determined that this would be necessary. With regard to the other potential rapid transit corridors discussed in the EA (Rush Line, Red Rock, Robert Street, and I-94 Corridors), the projects have not advanced far enough into the development process to select the transit mode. It would be premature to design the alignment for one or more of these corridors prior to the determination of the transit mode. The potential impacts of each of these corridors on the resources mentioned by the commenter will be included in the environmental review process for each project. The most that can be done at this time is to design the Union Depot site with the capability to accommodate additional rapid transit corridors in the future. This has been done by reserving space on the train deck under the waiting room for future rapid transit corridors.

Response to comments
Minnesota's Union Depot
Environmental Assessment

URS

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58. *Cont.* planned regional light rail transit trains (LRT) to also come into this platform area and afford its riders an easy transfer to the other modes. However, the proposed design does not include by what routing those LRT will enter the depot and reach this platform area, except for the Central Corridor (CC) route. A diagrammed proposal shows this CC line as coming in along Broadway Street, possibly bridging over Kellogg Boulevard and sharply turning into the platform space allocated for these trains. The remaining four possible LRT corridors, i.e. the Rush Line, Red Rock, Robert Street and I-94, are too early in their development to know exactly how they might approach the depot and enter the platform area. However, bringing these LRT lines into the depot to allow convenient intermodal transfer is part of the project purpose and need. Because the path of entry for these LRT lines from the east has the potential for additional impacts to several nearby areas (e.g., the east parking area and neighborhood north of it, the Bruce Vento Nature Sanctuary, the railroad wye and right of way north from there, and the Lafayette Bridge) we recommend this LRT access design be addressed before decisions are made that would preclude the depot from providing such service.

59. The environmental review for the proposed CC line concluded that development of this depot design was far enough in the future that providing a CC station in front of the historic depot head house was necessary to provide access to the depot. This conclusion was in part based upon the finding that bringing the CC line in along Broadway Street was not feasible. If the region's other LRT lines are to have convenient access to this multimodal facility, their tracks will presumably merge somewhere to the east, outside the depot area, and then enter to their allotted platform(s). It would be unfortunate and expensive to unnecessarily disrupt the historic head house front entrance of the depot by constructing the CC station there, only to possibly later relocate it with the other lines on the south platform. We encourage designs that would provide convenient intermodal access to riders of all planned LRT lines. As concluded in the CC Record of Decision, riders of the CC line, which includes service to a large Environmental Justice (EJ) community transit ridership in St. Paul, would have a two-block walk to transfer between lines or modes. Before issuing a Finding of No Significance for this project, please reconcile the depot station location for the CC line with the reasonable need to provide depot platform access for all the LRT lines.

ENVIRONMENTAL IMPACTS

61. Two environmental concerns were noted in our review of the Union Depot proposal: hazardous materials and stormwater / flood management. There are both known and anticipated hazardous wastes and materials to be dealt with in this rehabilitation project. We commend the project sponsors for undertaking the proposed work that will remove those significant hazards and improve the environment. Some sites having hazardous materials are known and are currently under parking lots or other impervious surfaces. The EA describes precautions to be taken when reconstruction of such sites opens them up. There are other similar known contamination sites and possibly others not yet identified that will remain covered by the retained east parking areas. That area east of the depot has karst geology or highly permeable soil with the potential for pollutants to rapidly migrate into the Mississippi River or local aquifers. Opening some paved areas may cause contaminants to migrate from adjacent non-disturbed areas. This may warrant removal of material from such hazardous sites in addition to those directly needed for remodeling purposes.

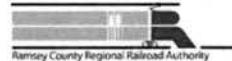
Environmental Protection Agency cont.

59. The Central Corridor LRT did not determine that the reuse of the Union Depot as a multi-modal facility is "far enough in the future that providing a CC station in front of the historic depot head house was necessary to provide access to the depot." The current timeline, pending NEPA approval and funding, for the reuse of the Union Depot as a multi-modal facility has the Union Depot opening prior to the start of revenue service for the Central Corridor LRT. In addition, although the current plans for the Central Corridor LRT do not include an extension along Broadway Street to bring trains to the train deck, it was not determined to be infeasible. The current proposed configuration of the Union Depot and the Central Corridor Station on 4th Street was developed through collaborative planning of both projects. In the event that the Central Corridor LRT is extended to provide service to the train deck, this would be an additional station and would not replace the station on 4th Street, as suggested by the commenter. The station on 4th Street would continue to provide access for residents and businesses of the Lowertown neighborhood.

60. The commenter seems to be expressing a concern regarding the walking distance from the proposed Central Corridor LRT platform on 4th Street and other transit modes located on the train deck. This condition would be restoring the relationship that existed in the 1920's, 1930's, 1940's, and early 1950's when streetcars were located on 4th Street and intercity trains were on the train deck. Travelers would take the LRT to the station on 4th Street, walk through the Union Depot's head house and concurse to the waiting room where they would utilize vertical circulation to access a bus, taxi, train, or other mode.

For a modern comparison of walking distance from the LRT platforms on 4th Street to the Amtrak platforms on the train deck (the northern most platform to southern most platform), it would be approximately 750 feet or less than a three-minute walk (assuming a pace of five minutes per 1/4 mile). This is about the same distance as the walk from the security check point in the Lindbergh Terminal of Minneapolis/Saint Paul International Airport to the farthest gate in Terminal D (the farthest gate in the other six terminals are all further from security).

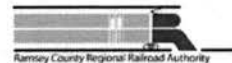
Response to comment 61 is on the next page.



Environmental Protection Agency cont.

61. The commenter identified concerns pertaining to removal of impervious surfaces and the resultant introduction of new hazardous material migrational pathways within a sensitive geologic terrain. As discussed in the EA, RCRRA will initiate a comprehensive Phase II Environmental Site Assessment under the guidance and direction of the Minnesota Pollution Control Agency to further evaluate areas potentially affected by future construction. The design and intent of this effort will be to gain a more complete understanding of subsurface conditions in the project area, including contaminant distribution and geologic strata, and inform decision making relative to construction response action planning. Should the findings of this study identify elevated risk to human health or the environment as a consequence of the project, appropriate engineering controls and/or removal measures will be developed during the planning process to mitigate this risk.

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Environmental Protection Agency cont.

62. As indicated in the EA, Section 4.3.7, RCRRA will develop a stormwater management plan for the Union Depot, the stormwater management plan will take into consideration both stormwater quality and quantity. The plan will be developed to meet all local, state, and federal requirements for stormwater management. As discussed in section 4.3.6 of the EA, the site of the proposed project is not located in a floodplain.
63. Please see response to comment 6.
64. Thank you for your comment. The decision regarding which stormwater management techniques will be used will be made during the design phase of the project. The Environmental Protection Agency's (EPA) recommendation that a rain garden be installed will be taken into consideration as this decision is being made.

62. Regarding stormwater/ flood management, we first recommend that planning for high water events which already occur with some regularity on this site, take future climate change impacts into consideration. Both the underground parking level of the depot and the planned catch basins under the east parking area, illustrated in Figure 4.3.7-1, might consider their capacity and functionality in light of anticipated increases in precipitation severity.

63. The hazardous materials concerns discussed above also directly relate to our concern for stormwater/ flood management. The project proposes to install pervious pavement which would filter some of the stormwater as it percolates down into catch basins. The catch basins would temporarily retain some stormwater on site before discharge directly to the Mississippi River.

64. We encourage the proposed installation of a "rain garden" along the north Kellogg Boulevard edge of the east parking area as one stormwater management tool. A well designed rain garden could provide biological pretreatment to improve the water quality of the run-off, at least in normal conditions.

Thank you for the opportunity to comment on this document. We look forward to reviewing future NEPA documents for this project. Should you have any questions regarding our comments, please contact me or Norm West of my staff, by phone at 312-353-5692 or by e-mail at west.norman@epa.gov.

Sincerely,

Kenneth A. Westlake
Chief, NEPA Implementation Section
Office of Enforcement and Compliance Assurance

Cc: Steve Morris
Transit Project Manager
Ramsey County Regional Railroad Authority
50 W. Kellogg Boulevard, Suite 6560-RCGC-West
St. Paul, Minnesota 55102

From: Erin Hanafin Berg [mailto:ehberg@mnpreservation.org]
Sent: Friday, October 09, 2009 4:44 PM
To: Morris, Steve
Cc: dennis.gimmestad@mnhs.org; jacqueline.sluss@dot.state.mn.us
Subject: Union Depot Comments

Dear Mr. Morris:

I hope that I am not a day late and a dollar short in my response to the draft Environmental Assessment for Union Depot. (I had on my calendar an erroneous deadline of Oct. 9, 2009.)

Please accept this e-mail in lieu of formal comments in response to the Environmental Assessment of the Union Depot that was conducted in anticipation of the property's redevelopment as an intermodal terminal by the Ramsey County Regional Rail Authority.

65. In general, I think that the proposed terminal is a highly compatible means of returning the property to a condition of active use, and that the proposed alterations to the building and site that will be needed to accommodate this use can be designed in such a way as to minimize adverse effects on historic characteristics of the site (per the design consultation process outlined in the draft Programmatic Agreement).

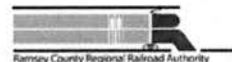
The preparation and implementation of an interpretive plan is included a stipulation in the draft Programmatic Agreement, but the Environmental Assessment references only the development of "an historic narrative . . . for use in the interpretation of the depot" (page 169). I wish to point out this discrepancy and to emphasize that I believe interpretive measures must be included in the completed project and will, in fact, be a valuable asset to the site and its users.

Thank you for taking these comments into consideration.

Sincerely,

Erin Hanafin Berg
Field Representative
Preservation Alliance of Minnesota
416 Landmark Center
75 West Fifth Street
Saint Paul, MN 55102
office - (651) 293-9047 x102
mobile - (651) 353-1394
www.mnpreservation.org

*The Preservation Alliance of Minnesota's Outreach and Field Services are funded by a grant from the National Trust for Historic Preservation and generous contributions by individual donors throughout Minnesota. The Preservation Alliance is Minnesota's state-wide, non-profit organization dedicated to preserving, protecting and promoting our historic resources. Please consider demonstrating your support for the services we provide by joining the Preservation Alliance today:
<http://www.mnpreservation.org/get-involved/join/>*



Preservation Alliance of Minnesota

65. The Programmatic Agreement for the proposed Union Depot project requires that interpretation will be a part of the final project and the RCRRRA is committed to following the stipulations of the agreement.



Minnesota's Union Depot Environmental Assessment

Meeting attended: Afternoon Evening



Questionnaire/Comment Form

Your Name and Address: <u>Gigi Ferrozzo</u>
Phone: <u>612.433.3723</u>

This is your opportunity to be heard and to participate in the decision-making process.

We will incorporate your comments and suggestions into the information provided to the project's Environmental Assessment.
Thank you for your involvement!

What elements of the project do you think will contribute the most to the success of the project?

What information do you have about the Minnesota's Union Depot that would be important as the project moves forward into engineering?

66. I live in the depot loft + noise concerns with the empty spaces w/old fitness center + art gallery. You can hear from above. Will play sound from retail spaces in head house?

How did you find out about today's meeting?

Live in building - signs

General Comment:

Very excited for the project!

Please put your comments in the Comment Box tonight or submit by mail or fax by October 8, 2009, to:

Mr. Steve Morris
Transit Project Manager
Ramsey County Regional Railroad Authority
50 West Kellogg Boulevard, St. Paul, MN 55102
Fax: 651-266-2761
e-mail: Steve.Morris@co.ramsey.mn.us

Thank You

Gigi Ferrozzo, 214 E 4th Street, Saint Paul, MN 55101

66. Thank you for the question regarding noise transfer in the Union Depot head house. Through the design process, RCRRRA will mitigate the impacts of sound and vibration from the retail and restaurants located on the main floor of the head house on to the residential apartments and condominiums located on the upper floors. This will be accomplished through a combination of four elements: selection of tenants, isolation, mass, and dampening. The selection of tenants will be an important method of decreasing the impact of noise and vibration from the commercial businesses in the head house on the residences above. As RCRRRA considers potential tenants in the head house, they will consider the likely noise and vibration that those tenants will cause and what effect that will have on the residences as well as their hours of operations. Any activity in the head house would likely generate some noise and vibration; therefore, RCRRRA will use a combination of design elements to prevent the transfer of noise and vibration within the structure. Isolation of noise and vibration isolation could be accomplished through the installation of sheetrock on spring isolators. Massing could be accomplished by the construction of additional interior walls from concrete blocks. Dampening of noise and vibration could be alleviated with sound absorbing materials. Thank you for raising this issue.

Response to comments
Minnesota's Union Depot
Environmental Assessment

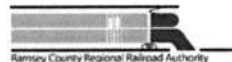
URS

October 2009

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Minnesota's Union Depot Environmental Assessment

Meeting attended: Afternoon Evening



Questionnaire/Comment Form

Your Name and Address:
 Laurie Vadndis
 230 E 4th St. #201
 St Paul, MN 55101
 Phone: 612-483-1432

This is your opportunity to be heard and to participate in the decision-making process.

We will incorporate your comments and suggestions into the information provided to the project's Environmental Assessment.
 Thank you for your involvement!

What elements of the project do you think will contribute the most to the success of the project?
 restoration of historical site and neighborhood
 square redevelopment to upgrade & maintain
 street standards with additional to courtyard.

What information do you have about the Minnesota's Union Depot that would be important as the project moves forward into engineering?

How did you find out about today's meeting?

direct mail notification

General Comment:

67.

① Concern regarding security and
 detail transit hanging around area!!
 ② How does "Homeland Security" affect the location

Please put your comments in the Comment Box tonight or submit by mail or fax by October 8, 2009, to:

Mr. Steve Morris
 Transit Project Manager
 Ramsey County Regional Railroad Authority
 50 West Kellogg Boulevard, St. Paul, MN 55102
 Fax: 651-288-2761
 e-mail: Steve.Morris@co.ramsey.mn.us

Thank You

Laurie Vadndis, 270 E 4th Street, Saint Paul, MN 55101

67. Thank you for your comment regarding security and loitering in the area. One of the benefits of a multi-modal transportation facility is the fact that those security concerns exist for everyone, whether it's buses or trains or light rail platforms, by locating multiple modes in a single location it allows for more efficient use of security resources, whether that is cameras or personnel. In addition, by providing more people with a legitimate reason to be in the area at different times of the day it increases the "eyes on the street" or people who would report a problem or might deter an issue simply by their presence. Although Homeland Security currently has not developed standards or guidelines for designing Amtrak stations, it has expressed and interest in planning/reviewing security plans of the Union Depot as it moves forward in the development process.

Response to comments
 Minnesota's Union Depot
 Environmental Assessment

URS

October 2009

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Minnesota's Union Depot Environmental Assessment

Meeting attended: Afternoon Evening



Questionnaire/Comment Form

Lot 290
 Your Name and Address:
 EARL & DIERDRE McCULLOUGH
 270 FOURTH ST EAST LOFT 200
 ST. PAUL, MN 55101
 Phone: 573-486-0860

This is your opportunity to be heard and to participate in the decision-making process.

We will incorporate your comments and suggestions into the information provided to the project's Environmental Assessment. Thank you for your involvement!

- What elements of the project do you think will contribute the most to the success of the project?
 - HISTORICAL - MAKE INTO "DESTINATION TRAIN DEPOT"
 - KEEPING CARL BURY FROM WILKINSON SO
 PEDESTAL USE SYSTEMS
 - ALLOWING "SAINTS FIELD" / GREEN SPACES NOT PARKING LOTS

- What information do you have about the Minnesota's Union Depot that would be important as the project moves forward into engineering?

- How did you find out about today's meeting?

68.
 BULLYING BOARD FINE
 5TH STREET EAST
 FARMERS MARKET
 4TH STREET EAST
 REGISTRATION LOTS
 "FARMERS SQUARE"
 General Comment:
 PEDESTRIAN MAIL
 1) MAKE THE 4TH STREET REOPEN
 2) ADD SPACE TO "FARMERS MARKET"
 3) MAKE SCULPTURE TO SQUARE
 4) ADD ARCHITECTURAL ROOF?

Please put your comments in the Comment Box tonight or submit by mail or fax by October 8, 2009, to:

Mr. Steve Morris
 Transit Project Manager
 Ramsey County Regional Railroad Authority
 50 West Kellogg Boulevard, St. Paul, MN 55102
 Fax: 651-268-2761
 e-mail: Steve.Morris@co.ramsey.mn.us

Thank You

Earl and Dierdre McCullough, 270 E 4th Street, Saint Paul, MN 55101

68. Thank you for your comment. Although you raise some interesting ideas, they are beyond the properties involved with the project and included in the EA. Thank you for your comment.

Response to comments
 Minnesota's Union Depot
 Environmental Assessment

URS

October 2009

9/9/09

Minnesota's Union Depot Environmental Assessment

Meeting attended: Afternoon

Evening

Joseph and Diane Simon, 214 E 4th Street #227, Saint Paul, MN 55101

69. Please see response to comment 66.

Questionnaire/Comment Form

Your Name and Address:

JOSEPH + DIANE SIMON
214 EAST 4TH ST #227
ST PAUL, MN 55101
Phone: 612-210-9707

This is your opportunity to be heard and to
participate in the decision-making process.

We will incorporate your comments and suggestions
into the information provided to the project's
Environmental Assessment.
Thank you for your involvement!

- What elements of the project do you think will contribute the most to the success of the project?

THE MASS TRANSIT / HIGH SPEED
TO CHICAGO ALONG WITH LITE RAIL

- What information do you have about the Minnesota's Union Depot that would be important as the project moves forward into engineering?

THE SOUND TRANSFER THRU THE BUILDING. YOU
HAVE PEOPLE LIVING IN THE HOUSE ABOVE THE
MAIN GREAT HALL. LOW FREQUENCY NOISE THAT GETS IN.
THE STRUCTURE WILL BE A PROBLEM FOR PEOPLE WHO LIVE
IN THE BUILDING. SOUND ENDS A MUST TO AVOID POTENTIAL

- How did you find out about today's meeting?

SOUND ISSUES (IMPACT NOISE
WILL TRANSFER
THRU BUILDING
UNLESS STEPS
ARE TAKEN)

- General Comment:

LOOKING FORWARD TO CHANGES

THAT WILL BRING PEOPLE TO COMMERCE
TO LOWER TOWN

Please put your comments in the Comment Box tonight or submit by mail or fax by October 8, 2009, to:

Mr. Steve Morris
Transit Project Manager
Ramsey County Regional Railroad Authority
50 West Kellogg Boulevard, St. Paul, MN 55102
Fax: 651-266-2761
e-mail: Steve.Morris@co.ramsey.mn.us

651-266-27

Thank You

unidevst.org/ra.1

Response to comments
Minnesota's Union Depot
Environmental Assessment

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October 2009

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ATTACHMENT 2: PUBLIC HEARING TRANSCRIPT

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COPY

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

MINNESOTA'S UNION DEPOT

ENVIRONMENTAL ASSESSMENT
PUBLIC HEARING

September 9, 2009

Union Depot
214 East Fourth Street
St. Paul, Minnesota

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Joseph Simon 16

* * *

1:00 p.m. presentation:

DR. WALFOORT: Good afternoon. Welcome. Do you want to take a seat? Welcome to the Minnesota Union Depot Public Hearings. We welcome your comments and your questions regarding the project this afternoon. I'm Dr. Suzanne Walfoort and I will be moderating this session.

On the hour we will be having a ten-minute presentation from Rick Nau of URS on the project. So we'll begin with that.

(Powerpoint presentation.)

MR. NAU: Thank you. The intent of today's meeting is to solicit comments and tell people about Minnesota's Union Depot. The information that we're presenting here today is all available on that website that's shown on this slide, uniondepot.org.

Our agenda for the presentation: I'll tell you a

1 little bit about what is the Union Depot, about the plan
2 for the multi-modal station, and a summary of the
3 Environmental Assessment that's been completed on this
4 project.

5 So, first, what is the Union Depot? I think a lot of
6 people, when they think of the Union Depot, they envision
7 this building itself. Actually, the Union Depot is a
8 32-acre site that extends half a mile to the east from this
9 location. It actually consists of a number of different
10 features.

11 This building is known as the Headhouse. It's the
12 ornamental entry into the Union Depot. At the far end of
13 this building is the entry into what's referred to as the
14 Concourse which is the bridge over Kellogg Avenue that
15 takes you into the Waiting Room and that is the area where
16 people went and waited for trains and then went down
17 through the atrium into the passenger waiting area to the
18 tracks that were located on the elevated rail yard.

19 So the Headhouse, this building itself, was
20 refurbished and rehabbed in the early 1970s; and while it
21 hasn't been used as a passenger terminal, as you can see,
22 it's in fairly good condition and really represents the
23 glory of what it was at one point.

24 The Concourse and Waiting Room most recently have been
25 used by the United States Postal Service for mail storage

1 as you can see on the upper level photo there. The
2 Concourse has not really been used to a great extent since
3 the early 1970s. The skylights on the roof of the
4 Concourse are still blacked out from World War II.

5 The elevated rail yard is elevated 17 feet above grade
6 in order to get the railroad tracks up and out of the
7 floodplain of the Mississippi River and that elevated rail
8 yard encloses an under-track area which is mainly used for
9 parking. It's supported by over 800 columns spaced 22 feet
10 on center. So it's a very massive structure.

11 From a historic perspective, the Union Depot was
12 constructed between about 1920 and 1924. This is one of
13 the original plans for the Depot. The old Depot, which was
14 actually the second Depot on this site, was destroyed by
15 fire which led to the plan to rebuild the Depot at this
16 location. At one point the Depot handled 140 trains a day,
17 750 tons of mail, and over 20,000 passengers per day and
18 that was back in the '20s and then again around World War
19 II.

20 There were actually ten station platforms and 20
21 tracks that served the Depot. Eight of those tracks were
22 stub tracks and 12 of them went right on through. You can
23 see from that last photo that one of the prominent visual
24 features of the Depot in the train yard were those canopies
25 over the platforms.

1 This is just another slide that shows those canopies
2 with the Waiting Room in the background. That's the
3 Waiting Room right there. You can see the canopies. This
4 is what it looks like today. Again, the Waiting Room is
5 right there. Much of the rail yards have been converted to
6 parklands.

7 The Ramsey County Regional Railroad Authority is in
8 the process of acquiring the property from the U.S. Post
9 Office. There's a purchase agreement in place to acquire
10 the property from the U.S. Post Office in order to create a
11 multi-modal transportation facility that provides safe and
12 convenient connections between various transportation modes
13 and restores passenger transportation functions to the
14 historic Union Depot.

15 We've identified a number of goals for the Depot and
16 you can read these goals, but in addition to accommodating
17 various modes of existing transportation, we are also
18 looking to the future and trying to accommodate future
19 modes including Central Corridor Light Rail and the
20 potential for future high-speed rail. We're also looking
21 at things like bicycle facilities to make sure this Union
22 Depot is truly multi-modal.

23 The plans that we've developed to accommodate the
24 multi-modal station includes accommodating Metro Transit
25 buses; intercity buses; the Central Corridor Light Rail;

1 relocating Amtrak from the Midway station back to the Union
2 Depot; a bicycle facility that will likely include bicycle
3 storage, lockers, and showers; taxi; pickup and drop-off
4 areas; and also we are reserving space for future commuter
5 rail, high-speed rail, and potentially other LRT lines that
6 could come into the Depot at some point in the future.

7 So you can see the site plan that we've developed. It
8 starts south, on the south end near the Mississippi River
9 to the south. As we move to the north we have four tracks
10 for Amtrak. Then we would have a future commuter rail
11 platform in this location, potentially future light rail at
12 this location. Then we have a pickup/drop-off area and in
13 this area would be the bus terminal where we would have
14 both regional or intercity and local buses. You can see
15 the Headhouse is at this location, the Concourse, and the
16 Waiting Room. We would also rebuild the vertical
17 circulation so that passengers can move from that Waiting
18 Room down to the platforms down below.

19 This is just another view that illustrates the
20 relationship between the Central Corridor Light Rail which
21 will have a stop on Fourth Street in front of the
22 Headhouse. You would pass into the Depot through the
23 Headhouse, through the Concourse, into the Waiting Room,
24 and then pick your platform, depending on whether you're
25 looking for buses or light rail or Amtrak at some point in

1 the future.

2 Again, this is another view of that improvement. We
3 will be recreating to some extent the ladder of railroad
4 tracks that at one point came into the Depot, but it will
5 be not as extensive as it was once.

6 As I said, one of the primary purposes for us being
7 here today is to review the Environmental Assessment and
8 the results of that Environmental Assessment. We needed to
9 complete an Environmental Assessment to proceed with this
10 project because of the requirements of the National
11 Environmental Policy Act. Ramsey County intends to use
12 federal funds to rehabilitate the Depot and the
13 environmental review must be completed before those federal
14 funds can be released.

15 An Environmental Assessment, which is what we
16 prepared, is a document that identifies the impacts of a
17 project. It's primarily used to coordinate with both
18 regulatory agencies and the public and the intent is full
19 disclosure of potential impacts. If there are impacts it
20 doesn't necessarily mean the project can't go ahead, but
21 everybody needs to know that there are impacts and we need
22 to identify what the potential mitigation measures would be
23 for those impacts.

24 This is just the outline of the Environmental
25 Assessment. We talk about why we're doing this study, we

1 talk about alternatives for the project, and then we talk
2 about potential impact and how we have coordinated this
3 process with the public and the agencies.

4 I'll briefly go through the findings of the
5 Environmental Assessment. There is a summary of the
6 findings on the entry table as you come in the door. In
7 terms of land use and neighborhoods, this project is very
8 consistent with plans of the City of St. Paul which have
9 envisioned the St. Paul Union Depot as the centerpiece of
10 this part of the town. We will be displacing the post
11 office out of the Union Depot. That is completely
12 consistent and, according to the USPS, will give a
13 significant beneficial impact to their operations.

14 Environmental justice refers to impacts on minority
15 and low-income populations and there is essentially no
16 change in service to minority and low-income populations.
17 From an infrastructure standpoint, there is a storm water
18 pipe that is likely to have to be relocated. We have had
19 meetings with the Mississippi National River and Recreation
20 Area which has jurisdiction over the Mississippi River in
21 this area and will require ongoing consultation.

22 The visual and aesthetic impacts of what we're doing
23 is one of the key concerns of this project and that's why
24 we're so concerned about what this area used to look like
25 and what we're going to do to reuse the Depot and this has

1 been a primary concern of the historic preservation
2 agencies.

3 So you can see that in 1940, again, you have the
4 vertical circulation elements and then the canopies and our
5 plan for the Depot calls for recreating that to a great
6 extent with the vertical circulation elements and the
7 canopies.

8 From a historic archaeological standpoint, we have to
9 have a lot of coordination with a variety of different
10 agencies. This is just a list of the agencies that have
11 expressed an interest or concern in maintaining the
12 historic nature of this building and we will negotiate a
13 Programmatic Agreement to establish a process for ongoing
14 review of the design and mitigation of impacts to this
15 historic building.

16 We also looked at traffic. We anticipate that in the
17 future this building will actually generate less traffic
18 than was generated as a post office. We anticipate that
19 parking will be more than adequate to accommodate the needs
20 and we are planning significant improvements to the
21 pedestrian and bicycle access to the facility.

22 Right now there's a very narrow sidewalk along the
23 south side of Kellogg Avenue and we will be opening that up
24 by removing a portion of the deck such as there will be
25 approximately a 12-foot wide pedestrian/bicycle path all

1 along the south side of Kellogg to better serve the bicycle
2 facility that will be constructed as part of the Union
3 Depot.

4 We anticipate no impacts on air, energy, or wetlands.
5 Storm water will need to be collected and treated on-site.
6 Hazardous materials: There are some hazardous materials on
7 the existing deck. They'll need to be removed and disposed
8 of properly and managed during that disposal process.

9 This is a visualization of what the Union Depot could
10 look like in the future. That concludes my presentation
11 and I will turn it back over to our moderator at this
12 point. Thank you.

13 DR. WALFOORT: Our procedure is simple. For
14 the next hour and a half you are welcome to sign up to
15 speak in the microphone. In the room are representatives
16 from agencies involved in the project here to listen to
17 your comments and questions. You may also submit your
18 comments in writing or by phone. At the microphone we ask
19 that you state your name and address. If you represent an
20 organization, please state that. A court reporter is here
21 to record all comments. We ask you to limit your comments
22 to three minutes and interpreters are available at your
23 request. Again, at 2 o'clock we will present this
24 presentation.

25 MR. NAU: If no one has any questions or

1 comments, we can adjourn this portion of the meeting and
2 continue in a less formal manner. If you have comments
3 that you'd like to make, there are forms, written forms,
4 that you can fill out. If you're uncomfortable with that,
5 there is a phone number that you can call or you can come
6 to our court reporter and dictate your comments as
7 necessary.

8 MR. POINDEXTER: That phone number, if
9 anyone needs it, is 651-266-2795 and you can also do so by
10 the website, uniondepot.org/ea.

11 MR. NAU: Thank you.

12 * * *

13 Comments after the 2:00 p.m. presentation:

14 MS. KORTHOF-STANTON: Is there a commitment
15 for Amtrak to come down?

16 DR. WALFOORT: I'm sorry. Could you come
17 up? Could you state your name?

18 MS. KORTHOF-STANTON: My name is Debbie
19 Korthof-Stanton.

20 DR. WALFOORT: The court reporter needs to
21 get your name.

22 MS. KORTHOF-STANTON: Is there a commitment
23 for Amtrak to actually come down here? I mean has it -- if
24 we build it will they come?

25 (Laughter)

1 MR. NAU: Yes. In our preliminary design
2 process we have coordinated with Amtrak. This is very much
3 consistent with Amtrak's plan for service throughout the
4 country. They strongly encourage the reuse of these
5 historic train stations. If you go on the Amtrak website
6 you can actually find they have a whole section -- it's
7 referred to as the Great American Stations -- and they
8 consider that part of their service plan is the whole
9 experience of getting on the train. So they are extremely
10 supportive and have written a letter of support and
11 commitment to utilize this facility.

12 MS. KORTHOF-STANTON: I'm sorry. I don't
13 know anything about this so -- it's still Debbie
14 Korthof-Stanton. So if the Depot is made into a Depot
15 again what happens to the restaurants and the apartments
16 that are here currently? Do they -- is there some
17 relocation for those residents and restaurants?

18 MR. NAU: I'm going to let our
19 representative from Ramsey County answer that.

20 MR. MORRIS: We're just at the early phases
21 of talking about all those sorts of reuses, but the current
22 condos and apartments are remaining in private ownership.
23 So they're staying as is as we're picking up the lease for
24 the restaurant and we're going to be doing some work to the
25 site, kind of what the future opportunities are for not

1 only the Headhouse but the Concourse and Waiting Room as
2 far as other uses or activities. So we're soon to know
3 that kind of thing, but certainly we're interested in doing
4 those kinds of things. Parking will remain. About 1100 or
5 so spaces are expected to be needed. There will be about
6 1900 spaces remaining on the property. That's spread
7 between under this building, under the train deck, and to
8 the east. We'll be happy to hang around to answer any
9 other questions.

10 MS. KORTHOF-STANTON: Well, let me ask the
11 last question. Then I'll go back to work. When the bus
12 depot was on University Avenue and it was a larger -- the
13 Greyhound facility was a larger facility and I have used
14 that facility in the past, there was a problem with
15 loitering and the homeless people spending their evenings
16 and nights there. How are we going to keep the loitering
17 and the whatever --

18 MR. MORRIS: One of the benefits of
19 relocating a bunch of different services is that you're
20 going to have a lot more in the way of security functions
21 working with all the different modes and that, frankly, I
22 think it's going to be one of the interesting design
23 features because in these days of Homeland Security, there
24 are some things. We will probably have to do some
25 different things to control access and security than would

1 have been done certainly in the 1920s or '30s, but, again,
2 we haven't gotten to that level of design, but it won't
3 just be a bus station. It will be transit. It will be the
4 Amtrak. It will be light rail and some other things. So
5 it will be a little less isolated than it used to be.

6 MR. NAU: If there are no further questions,
7 I would say that if you want to ask your questions
8 informally, we'll be around. Anyone with a name tag on
9 should be able to answer your questions. That will
10 conclude the formal public hearing. Thank you for coming.

11 * * *

12 Comments after the 6:00 p.m. presentation:

13 MS. McCULLOUGH: I would like to make a
14 suggestion about the fact that I am from Lot 270 and the
15 maintenance yard will go from the front of the Headhouse
16 here down past us to the maintenance yard going by the
17 Farmer's Market. I understand the Farmer's Market then
18 will have to be made smaller so that the road will allow
19 for trains to come and go as well as cars to go to the
20 parking lot to 270 where I live.

21 I am suggesting that the road on Wall Street between
22 Fourth and Fifth be turned into a pedestrian area and done
23 with brick to match the rest of the look and, therefore, at
24 the corner when you go to the grocery store or go to Trader
25 Joe's and also Goldens Restaurant would still be there.

1 The Farmer's Market then could move sideways so they would
2 still have the same amount of area and hopefully the
3 sculpture that's in front of the maintenance yard now which
4 I believe is called the Blue Garlic -- is that what it's
5 called? I don't know the name of the sculpture. That
6 could be moved into Midland Grove there to be the
7 centerpiece of that new public area. Thank you.

8 MS. VADNAIS: Laurie Vadnais. Can everybody
9 hear me? Lot 270. I have a concern about the buses coming
10 in here. Traditionally buses means to me that there's a
11 lot of extra people hanging around the bus areas. So what
12 is going to be done with security?

13 MR. NAU: We feel that one of the benefits
14 of a multi-modal transportation facility is the fact that
15 those security concerns exist for everyone, you know,
16 whether it's buses or trains or light rail platforms, and
17 this way we can deal with them all in one area.

18 You know, with Homeland Security concerns, the area in
19 the vicinity of the tracks is going to have to be very
20 carefully watched and controlled and I think that that
21 would pertain to the bus area also. So I think that the
22 fact that it's a multi-modal facility there will be more
23 people coming through here and that will help from a
24 security standpoint.

25 At the same time that's an issue that needs to be

1 addressed in much more detail as we move forward in the
2 design process and the particular elements, whether it goes
3 through the TV or other elements for security. We haven't
4 addressed that at this point.

5 I wanted to address your comment and I mean I'd love
6 to address it, but it's really off of the property that
7 this project would impact. So we will take that comment
8 and pass it along.

9 If there are no other formal comments, we're going to
10 be here until 7:30 and we're here to answer your questions
11 and you're welcome to stay as long as you like. Thank you
12 very much for coming.

13 * * *

14 Comments after the 7:00 p.m. presentation:

15 MR. SIMON: Yeah. Hi. My name is Joseph
16 Simon. I'm actually a resident of the Union Depot. Come
17 next month I'll be here three years. We're excited about
18 all the things that will be happening in this space and
19 everything.

20 And being involved in this building for three years
21 you get a little bit of the nooks and crannies. You get a
22 feel for the potential as well as the things that I think
23 that EA is going to be addressing.

24 The main thing that I wanted to make sure, the
25 Headhouse. This area right here where Ramsey County pretty

1 much owns this main lobby. You've got residents that live
2 all the way around above you. So I just want to make sure
3 that the EA study which will address the social impact and
4 will be sort of like some of the sound aspects that could
5 be related.

6 What we have found out, there is some low-frequency
7 noise disturbance. The building is a hundred years old. I
8 don't know if anybody was ever meant to live in this
9 building with trains and things, but that's what we have.
10 And so now that if we can address some of those things in
11 the front end and make the people involved, whatever comes
12 in the Headhouse you haven't mentioned. No one really
13 knows what these areas are going to be. It looks like
14 they'll be for a while, but I mean predominantly mostly
15 underneath the living area are susceptible possibly for
16 whatever you put in here. If it's an art gallery, probably
17 no impact. If it's a ball bearing factory, it might be an
18 issue.

19 So you've got the extremes. Not saying you couldn't
20 even do it if you took the prospect and did the
21 encompassing work it would take to keep whatever sound
22 aspect encapsulated within the environment here versus
23 having it vibrate up into the residences where you're going
24 to be feeling it and hearing it.

25 And, like I said, I think some sound engineering on

1 probably your basic low-frequency sound aspect where any
2 type of an impact, once it's in the structure, it's going
3 to move and you ain't going to do anything about it. So
4 it's just a matter of trying to curb that with whatever you
5 plan on putting in this Headhouse, lower first level area.

6 So I just want to make people involved. I think if
7 the proper testing is done, communicating and saying okay
8 we're thinking about this. Maybe bring it up to dialogue
9 and say let's take a look. Do you think it could have a
10 social impact problem by going ahead or if we do what can
11 we do to curb that potential sound vibration issues in the
12 Headhouse. So thank you.

13 DR. WALFOORT: We'll be here until 7:30 if
14 any of you would like to speak up. You can talk to them
15 informally if you wish. Again, you can write. I have it
16 here, too, uniondepot.org/ea.html, or the phone number if
17 you would care to get in touch with them by phone is area
18 code 651-266-2795 as well.

19 MR. NAU: Thank you all for coming.

20 * * *

21

22

23

24

25

Linda G. Oman
Court Reporter

Appendix F: Draft Programmatic Agreement

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DRAFT

**SECTION 106 PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE FEDERAL TRANSIT ADMINISTRATION,
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
REGARDING
THE REHABILITATION OF THE ST. PAUL UNION DEPOT
AS A MULTI-MODAL TRANSPORTATION HUB
SP 91-595-20**

WHEREAS, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) are proposing to provide funding to the Ramsey County Regional Railroad Authority (RCRRA) for the development of a multi-modal transportation hub at the St. Paul Union Depot as more fully described in the Draft Environmental Assessment (Draft EA) of July 2009; and

WHEREAS, FHWA has been designated as the lead federal agency for purposes of conducting the Section 106 review, pursuant to 36 CFR Part 800; and

WHEREAS, FHWA has consulted and will continue to consult with the Minnesota State Historic Preservation Officer (MnSHPO); and

WHEREAS, FHWA and RCRRA have also consulted and will continue to consult with a wide variety of agencies, organizations, and other persons who have an interest in this project's effects on historic properties; and

WHEREAS, the Preservation Alliance of Minnesota (PAM), the St. Paul Heritage Preservation Commission (SPHPC), and Historic St. Paul (HSP) have been identified as consulting parties and have been invited to concur with this Programmatic Agreement (AGREEMENT); and

WHEREAS; the full range of effects on historic properties will not be known prior to the approval of grant funds, and this AGREEMENT provides for ongoing consultation to assess effects and resolve adverse effects in fulfillment of the requirements of Section 106 in accordance with 36 CFR 800.14(b)(1)(ii).

WHEREAS, FHWA, RCRRA, and Minnesota Department of Transportation, Cultural Resources Unit (Mn/DOT CRU), in consultation with MnSHPO, have determined the

Area of Potential Effect (APE) for the project as shown in Attachment 1 of this AGREEMENT;

WHEREAS, FHWA, RCRRA, and Mn/DOT CRU, in consultation with MnSHPO, have identified historic properties in the PROJECT's APE which are listed in or eligible for the National Register of Historic Places (as listed in Attachment 2 to this AGREEMENT), and MnSHPO has concurred with these determinations; and

WHEREAS; upon initiation of the Section 106 consultation process and in accordance with 36 CFR 800.2(c)(ii), the Mn/DOT CRU, on behalf of the FHWA, contacted 21 potentially affected Indian tribes inviting their participation in consultation; Mn/DOT CRU received three responses (*The Flandreau Santee Sioux Tribe* of South Dakota, *The Leech Lake Band of Ojibwe* of Minnesota, and *The Mille Lacs Band of Ojibwe Indians* of Minnesota); each indicated that the tribe had no objections to the proposed project but requested that construction be halted if human remains and/or other cultural materials are discovered in the project area; and

WHEREAS, this AGREEMENT was developed with appropriate public involvement (pursuant to 36 CFR 800.2(d) and 800.6(a)) coordinated with the public review and comment and public meetings conducted by FHWA and Mn/DOT to comply with NEPA and its implementing regulations; and

WHEREAS; the FHWA invited the Advisory Council on Historic Preservation (ACHP) to participate in the development of this AGREEMENT and the ACHP indicated that it would participate in consultation by letter (PENDING) to the Federal Highway Administration; and

WHEREAS, the purpose of this Programmatic Agreement (AGREEMENT) is to assess effects on historic properties (where such determination cannot be made at this time) and to identify measures to avoid, minimize, or mitigate adverse effects, as agreed with consulting parties; and

WHEREAS, FHWA will be responsible for ensuring that all aspects of PROJECT implementation meet the terms of this AGREEMENT, in collaboration with the Mn/DOT CRU, which assisted the FHWA in the preparation of information, analysis, and recommendations regarding Section 106 consultation; and

NOW, THEREFORE; the FHWA, the RCRRA, and MnSHPO, agree that the PROJECT will be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.

STIPULATIONS

FHWA will ensure that the following stipulations are carried out:

I. PROJECT DESIGN DEVELOPMENT

A. All aspects of the project work for the historic Union Depot complex (including, but not limited to, work on the headhouse, concourse/waiting room, train deck, associated trackage, 4th street approach area, and project-related work in the surrounding Lowertown Historic District) will be designed in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (SOI STANDARDS), including the Guidelines for Rehabilitating Historic Buildings and the Guidelines for the Treatment of Cultural Landscapes.

B. RCRRA will develop the project design in close consultation with MnSHPO, the signatories to this agreement, and other state and local agencies and organizations. Consultation will occur throughout the design process so that historic values are integrated and incorporated into the project design.

C. RCRRA will submit project plans to MnSHPO and other signatories to this agreement for a 30-day review and comment at minimum at the 30 and 60 percent completion stages. RCRRA will take into consideration any timely comments received in developing final design.

D. Final designs will be submitted to MnSHPO for 30-day review and written concurrence, and notification of the availability of the final plans will be given to signatories to this agreement.

E. RCRRA will ensure that at least one member of the project design team meets the Secretary of the Interior's Professional Qualifications Standards for Historic Architect.

F. RCRRA will obtain a copy of the complete set of original building plans for the St. Paul Union Depot for use by project designers during the planning and design process and in future planning. These original plans are in the collections of the Northwest Architectural Archives (NAA) at the Library of the University of Minnesota. RCRRA will also fund a second copy of the set of the original building plans for donation to the NAA. This second set will be used by the NAA for future public reference purposes, and will help to protect the integrity of the original plans, which are in extremely fragile condition.

G. If there are any portions of the project where it is not feasible to reach a design that meets the SOI STANDARDS, the project will be considered to have adverse effects on historic properties. In such case, RCRRA will consult with MnSHPO and other

signatories to this agreement to develop and implement a mitigation plan appropriate to the nature of the adverse effect.

II. NATIONAL REGISTER NOMINATION

A. RCRRA will prepare a National Register nomination form, in conformance with the guidelines of the National Park Service and MnSHPO, for the St. Paul Union Depot as determined eligible for the National Register with the boundaries depicted in Attachment 3 to this agreement.

B. The nomination form will be completed in consultation with MnSHPO, and will be submitted to MnSHPO for review and concurrence. RCRRA will complete the nomination by 30 percent design completion.

C. Actual nomination of the property as described in the above referenced nomination form will be at the discretion of the MnSHPO and will follow the established procedures of the National Park Service (36CFR60).

III. HISTORIC STRUCTURES REPORT

A. RCRRA will prepare a Historic Structures Report (HSR) for the entire St. Paul Union Depot historic property owned by RCRRA (including, but not limited to, the headhouse, concourse/waiting room, train deck, and associated trackage). RCRRA will ensure that one member of the HSR team will meet the Secretary of the Interior's Professional Qualifications Standards for Historic Architect. In addition, technical specialists will provide appropriate expertise to develop a comprehensive HSR for use by project designers during the planning and design process and in future planning.

B. The HSR will be completed in consultation with MnSHPO, and will be submitted to MnSHPO for review and compliance. The HSR will be completed and reviewed by 30 percent design completion.

IV. INTERPRETATION

A. RCRRA will prepare and implement an interpretive plan to present the story of the St. Paul Union Depot and of the role and impact of railroads in the surrounding Lowertown Historic District. The plan will take into account recent scholarship on the building and the area. The plan will consider a variety of media and will select those media deemed most effective for users of the building.

B. The interpretive plan will be developed in consultation with MnSHPO and the signatories to this agreement, and the final plan will be submitted to MnSHPO for review and concurrence before implementation. Implementation of the plan will be completed before the opening of the facility.

V. PROJECT MODIFICATIONS

A. RCRRA shall not make substantial changes to the PROJECT, defined as activities that could result in adverse effects to historic properties, without first affording the parties to this AGREEMENT the opportunity to review the proposed change and to determine whether revisions to the AGREEMENT are required, based on the proposed changes. Should changes be proposed to the PROJECT after consultation has been completed, RCRRA shall submit revised project drawings to the MnSHPO. Prior to initiation of major project construction, this review process shall take place consistent with the design review procedures and processes as described in Stipulation I of this AGREEMENT. If occurring during major project construction, the review process shall take place consistent with the requirements of project construction and in such a manner to minimize construction delay. Consultation on such changes shall occur in accordance with the steps identified in the DESIGN CONSULTATION section of this AGREEMENT.

VI. DISCOVERY

- A. Prior to completion of final design, RCRRA, in consultation with MnSHPO, will develop a plan for the unexpected discovery of archaeological remains during construction. The final plan will be submitted to MnSHPO for review and concurrence before implementation.

VII. STANDARDS

A. All work carried out pursuant to this AGREEMENT will meet the Secretary of the Interior's Standards for Archaeology and Historic Preservation, taking into account the suggested approaches to new construction in historic areas in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (SOI STANDARDS). In instances where this is not feasible, mitigation measures will be developed pursuant to this AGREEMENT.

B. RCRRA shall ensure that all work carried out pursuant to this AGREEMENT will be done by or under the direct supervision of historic preservation professionals who meet the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61 Appendix A).

VIII. DISPUTE RESOLUTION

A. Should any signatory to this AGREEMENT, including any invited signatory, object at any time to any actions proposed or the manner in which the terms of this AGREEMENT are implemented, FHWA shall consult with such party to resolve the objection. FHWA consultation shall take place within 10 days of receipt of said objection and shall be documented in the form of meeting notes and/or a written letter of response. If FHWA

determines, within 30 days of documenting consultation efforts with the objecting party that the objection cannot be resolved, FHWA shall:

1. Forward all documentation relevant to the dispute, including the FHWA's proposed resolution, to the ACHP. The ACHP shall provide FHWA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FHWA shall prepare a written response that takes into account any advice or comments from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. FHWA will then proceed according to its final decision.
2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period after receipt of adequate documentation, FHWA may render a final decision regarding the dispute and proceed accordingly. In reaching its decision, FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the AGREEMENT, and provide them and the ACHP with a copy of such written response.
3. FHWA's responsibility to carry out all other actions subject to the terms of this AGREEMENT that are not the subject of the dispute remain unchanged.

IX. AMENDMENTS

Any signatory or invited signatory to this AGREEMENT may request that it be amended, whereupon the signatories and consulting parties shall consult to consider such amendment. Any amendments shall be in writing and signed by all signatories to be effective.

X. TERMINATION OF AGREEMENT

Any signatory to this AGREEMENT may terminate it by providing thirty (30) days notice to the other parties. The parties must consult with each other during the notice period in an attempt to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the FHWA will comply with 36 CFR §§800.3 through 800.13 with regard to the undertaking covered by this AGREEMENT.

XI. DURATION OF AGREEMENT

This AGREEMENT will terminate (DATE PENDING) or upon mutual agreement of the signatories. Prior to such time, FHWA may consult with the other signatories to reconsider the terms of the AGREEMENT and revise, amend, or extend it in accordance with Stipulation XVII.

Execution of this AGREEMENT and implementation of its terms is evidence that the FHWA has afforded the ACHP a reasonable opportunity to comment on the PROJECT and that the FHWA has taken into account the effects of the PROJECT on historic properties.

SIGNATORIES:

FEDERAL HIGHWAY ADMINISTRATION

By: _____ Date: _____

FEDERAL TRANSIT ADMINISTRATION

By: _____ Date: _____

MINNESOTA STATE HISTORIC PRESERVATION OFFICE

By: _____ Date: _____

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ Date: _____

INVITED SIGNATORIES:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

By: _____ Date: _____

MINNESOTA DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____

CONCURRING PARTIES:

ST. PAUL HERITAGE PRESERVATION COMMISSION

By: _____ Date: _____

HISTORIC ST. PAUL

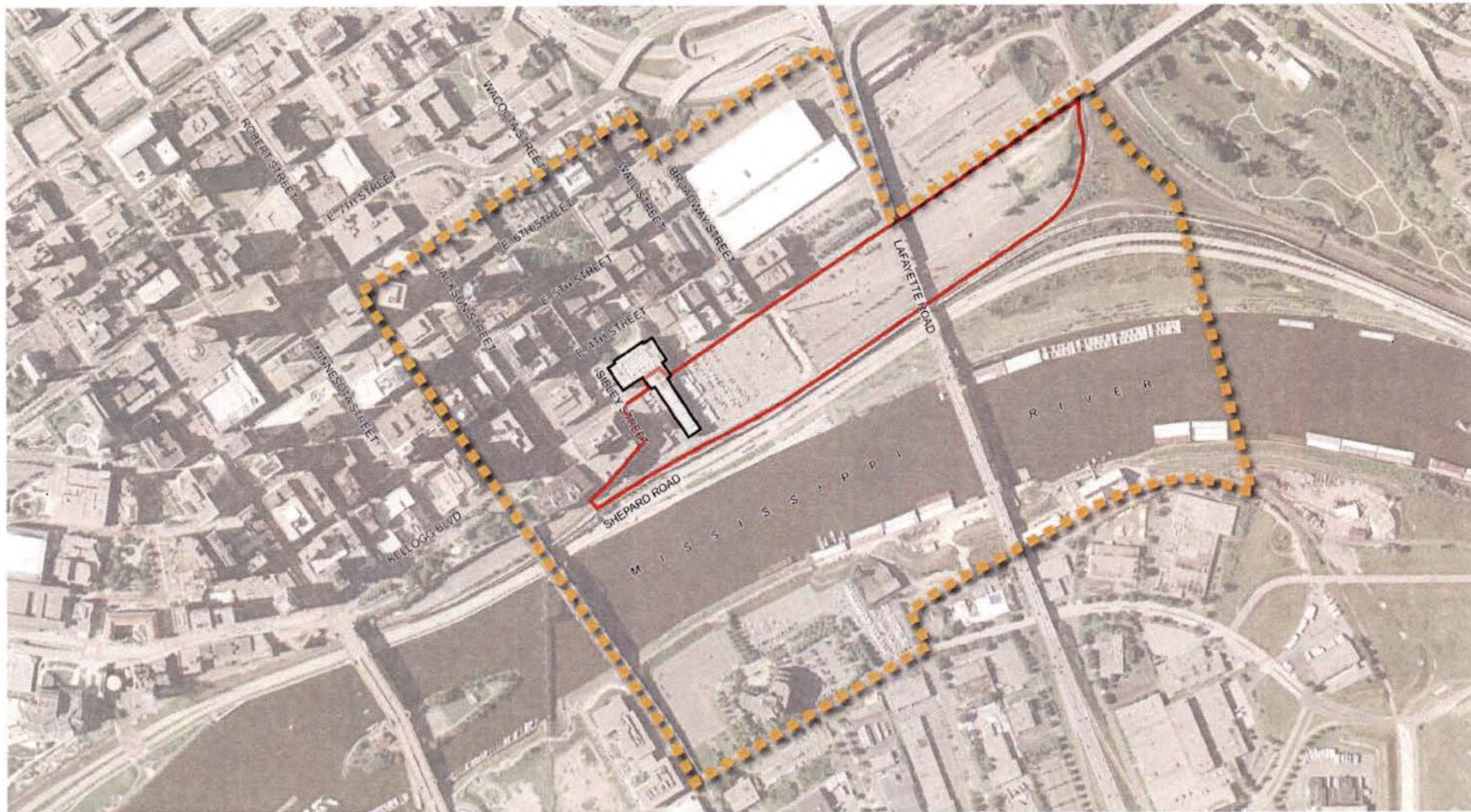
By: _____ Date: _____

PRESERVATION ALLIANCE OF MINNESOTA

By: _____ Date: _____

NORTHWEST ARCHITECTURAL ARCHIVES

By: _____ Date: _____






MINNESOTA'S UNION DEPOT

Legend:

- Architectural History Area of Potential Effect
- Archaeological Area of Potential Effect

Update: February 17, 2009



Attachment 1

Project Areas of Potential Effect for Architectural History and Archaeological Resources

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Attachment 2 – Table 1: Properties Located Within the Lowertown Historic District

SHPO No.	Name	Address	Description
*RA-SPC-0388	Tighe Building	364-382 Broadway St.	Warehouse
*RA-SPC-0389	Allen Building Annex	417 Broadway St.	Warehouse
*RA-SPC-3008	Northern Pacific Railway Warehouse	308 Prince St.	Warehouse
*RA-SPC-3351	Smith (Mears) Park	Block between Sibley & Wacouta, 5 th & 6 th Streets	Park
*RA-SPC-3352	Gordon & Ferguson Building	331-341 Sibley St.	Factory
*RA-SPC-3353	John Wann Building	350-365 Sibley St.	Commercial Building
*RA-SPC-3355	Noyes Brothers & Cutler Building	400 Sibley St./219-225 6 th St. E.	Commercial Building
*RA-SPC-4519	Depot Bar	241 Kellogg Blvd. E.	Bar
*RA-SPC-4520	Weyerhaeuser- Denkman Building	255 Kellogg Blvd. E	Warehouse
*RA-SPC-4522	James J. Hill Office Building	281-299 Kellogg Blvd. E.	Commercial Building
*RA-SPC-4523	Griggs & Foster's Farwell, Ozmun & Kirk Building	319 Kellogg Blvd. E./300 Broadway St.	Wholesale House
*RA-SPC-4524	Samco Sportswear Company	205-213 4 th St. E.	Building Complex
*RA-SPC-5225	St. Paul Union Depot**	214 4 th St. E.	Railroad Depot
*RA-SPC-5226	Michaud Brothers Building	249-253 4 th St. E.	Commercial Building
*RA-SPC-5227	Hackett Block	262-280 4 th St. E.	Commercial Building
*RA-SPC-5228	Chicago, St. Paul Minneapolis & Omaha Office Building	275 4 th St. E.	Office Building

Attachment 2 – Table 1 cont.: Properties Located Within the Lowertown Historic District

SHPO No.	Name	Address	Description
*RA-SPC-5229	St. Paul Rubber Company	300 4 th St. E.	Warehouse
*RA-SPC-5246	Railroad & Bank Building	176 5 th St. E.	Office Building
*RA-SPC-5248	Fairbanks-Morse Company	220 5 th St. E.	Manufacturing Facility
*RA-SPC-5249	Powers Dry Goods Company	230-236 5 th St. E.	Warehouse
*RA-SPC-5250	Conrad Gotzian Shoe Company	242 5 th St. E.	Warehouse
*RA-SPC-5251	Mike and Vic's Café	258-260 5 th St. E.	Commercial Building
*RA-SPC-5252	Rayette Building	261-279 5 th St. E.	Commercial Building
*RA-SPC-5253	Crane Building	281-287 5 th St. E.	Warehouse
*RA-SPC-5271	Konantz Saddlery Company/Railroad	227-231 6 th St. E.	Factory
*RA-SPC-5272	Koehler & Hinrichs	235-237 6 th St. E.	Commercial Building
*RA-SPC-5273	George Somers Company	245 6 th St. E.	Commercial Building
*RA-SPC-5274	Seestedt Carpets	282 6 th St. E.	Commercial Building
*RA-SPC-5275	J. H. Allen Building	287 6 th St. E.	Warehouse
*RA-SPC-5461	Gotzian Building	352 Wacouta St.	Warehouse
*RA-SPC-5462	Finch, Van Slyck & McConville Dry Goods Company	366 Wacouta St.	Commercial Building
RA-SPC-5364	J. H. Weed Building	208-212 7 th St. E.	Commercial Building
RA-SPC-5365	Constans Block	224-240 7 th St. E.	Hotel
RA-SPC-5366	Walterstroff and Montz Building	216-220 7 th St. E.	Commercial Building
RA-SPC-5369	B & M Furniture (western building)	252 7 th St. E.	Commercial Building
RA-SPC-5370	B & M Furniture (eastern building)	256 7 th St. E.	Commercial Building

Attachment 2 – Table 1 cont.: Properties Located Within the Lowertown Historic District

SHPO No.	Name	Address	Description
RA-SPC-5371	O'Connor Building	264-266 7 th St. E.	Commercial Building
RA-SPC-5463	Engine Company No. 2	412 Wacouta St.	Fire Station
RA-SPC-5464	Boston and Northwest Realty Company Wacouta St. Warehouse	413 Wacouta St.	Warehouse

*Within project APE

**Also individually listed in the NRHP

Attachment 2 – Table 2: Additional Properties within the APE Eligible for or Listed in the NRHP

SHPO No.	Name	Address	Description	NRHP Status
RA-SPC-1979	Merchants National Bank Building (McColl Building)	366-368 Jackson St. N.	Bank and Offices	Listed
RA-SPC-3169/5223	Pioneer and Endicott Complex	141 4 th St. E.; 350 Robert St. N	Office Buildings	Listed
RA-SPC-3170	Manhattan Building	360 Robert St. N	Office Building	Listed
RA-SPC-4517	Farwell, Ozmun, Kirk & Company	150-160 Kellogg Blvd. E.	Warehouse	Recommended Eligible (Pending SHPO)
RA-SPC-6904	Union Depot Elevated Rail Yards	Kellogg Blvd. E.	Rail Yard	Recommended Eligible (Pending SHPO)
RA-SPC-4518	United States Post Office – Customhouse	180 Kellogg Blvd. E.	Post Office	Recommended Eligible (pending SHPO)
RA-SPC-6903	Endicott Arcade Addition	142 East Fifth Street	Commercial Building	Recommended Eligible (pending SHPO)
RA-SPC-7891	Chicago Milwaukee and Saint Paul Railway Company Railroad Corridor	South edge of Union Depot Elevated Rail Yard and north of Shepard/Warner Road	Railroad Corridor	Recommended Eligible (pending SHPO)

