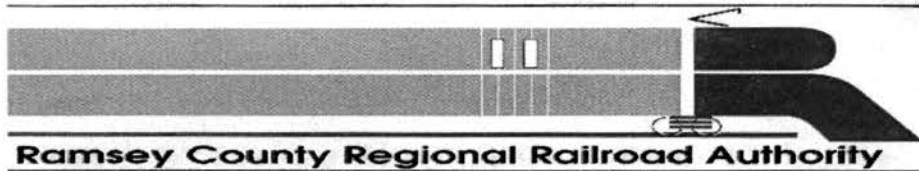




Ramsey County Regional Railroad Authority.
Records.

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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

January 5, 2010

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

.....
ROLL CALL and Call to Order

AGENDA of the January 5, 2010 Board Meeting is presented for approval.

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

POLICY AGENDA

1. Election of Officers for 2010

Board Action Requested:

Election of Officers for the year 2010:

- 1) Election of the Chair; and
- 2) Election of the Vice-Chair; and
- 3) Election of the Secretary; and
- 4) Election of the Treasurer.

2. Appointments to Standing Committees for 2010

Board Action Requested:

Approve appointments to various Standing Committees for the year 2010

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

December 15, 2009

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

Chair McDonough called the meeting to order at 10:20 AM.

AGENDA

Commissioner Parker moved approval of the Agenda of the December 15, 2009 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Carter, Parker, Reinhardt, Rettman, Bennett, McDonough – 6. Nays – 0.

MINUTES

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

MINUTES

Commissioner Reinhardt moved approval of the Minutes of the November 17, 2009 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Carter, Parker, Reinhardt, Rettman, Bennett, McDonough – 6. Nays – 0.

1. 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

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Carter, Parker, Reinhardt, Rettman, Bennett, McDonough – 6. Nays – 0. (R09-52)

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

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

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

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

RESOLVED, That the Ramsey County Regional Railroad Authority approves 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, and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes 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

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Carter. Roll Call: Ayes – Carter, Parker, Reinhardt, Rettman, Bennett, McDonough – 6. Nays – 0. (R09-53)

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

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

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

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

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

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

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

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

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

RESOLVED, That the County Manager is authorized 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.

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

[Commissioner Ortega arrived at this point]

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Bennett, McDonough – 6. Nays – 1: Rettman. (R09-54)

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

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

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

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

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

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

RESOLVED, That the Ramsey County Regional Railroad Authority 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 Regional Railroad Authority with a completed contract.

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

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Bennett, McDonough – 6. Nays – 1: Rettman. (R09-55)

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

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

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

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

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

WHEREAS, The PEC interviewed two consultant firms; and

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

RESOLVED, That the Ramsey County Regional Railroad Authority 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 Regional Railroad Authority with a completed contract.

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

David MacMillan, Assistant County Attorney, explained that the firm revised some language in the amendment after the Board received their copies of it. The firm wants to delete Section 6 of the Agreement,

the Indemnification clause, because they could not internally agree to an indemnification policy. He said it has been evaluated and there is minimal risk to the County. This revision would be reflected in the proposed resolution, at the end of the final resolve clause, with the following addition: "and to delete Section 6 of the Agreement".

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

Commissioner Rettman pointed out that this is not a new contract with this firm and said it seems odd that they now want to exclude the standard language.

Commissioner Reinhardt agreed but felt confident with Mr. MacMillan's advice that there is low risk and that it will be at no additional cost.

Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Bennett, McDonough – 6. Nays – 1: Rettman.
(R09-56)

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

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

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

RESOLVED, 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, and to delete Section 6 of the Agreement.

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

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

Commissioner Rettman wanted to confirm that this step would help the inclusion of the three stations on the Central Corridor Light Rail Transit (LRT) Line.

Chair McDonough responded that including these three stations has been a priority of Ramsey County and the City of St. Paul from the beginning. This action will pay for the environmental assessment that the Federal Transit Administration (FTA) requires. At the end of that process, there will be an amended Record of Decision (ROD) that will include adding up to three stations in the ROD, which will allow these stations to be built as funds become available. The Final Environmental Impact Statement (FEIS) already included the infrastructure for these stations and it is part of the project budget. The FTA just wanted to take it a step further and include in the ROD that the stations might be built as part of the initial construction.

Commissioner Bennett asked how the Ramsey County Regional Railroad Authority is allowed to provide the funds for this when they have not been allowed to put outside funds into any of the other stations.

Chair McDonough responded that FTA has indicated that this work needs to be completed and this is an acceptable approach.

Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. (R09-57)

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

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

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

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

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

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County Manager to provide 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 Construction Manager at Risk/Design Team for the Union Depot Rehabilitation

Commissioner Ortega moved approval of the resolution, seconded by Commissioner Carter.

Chair McDonough asked Tim Mayasich, Director Ramsey County Regional Railroad Authority (RRRA), and Jolly Mangine, Director Property Management, to give a brief overview of this important item.

Mr. Mayasich said this is a big day for Ramsey County with the prospect to enter into contract negotiations with Mortenson Construction for Phase I of the Union Depot rehabilitation. He referred to Jolly Mangine for an overview of the process they used in selecting this firm.

Mr. Mangine said a lot of work went into this and they are pleased with the results. On October 6, 2009 the RCRRA authorized the issuance of a Request For Proposals (RFP). The RFP was released on October 7. A preproposal meeting took place as part of the RFP process on October 19, 2009, which had over 140 participants. The details of the project and RFP process were described to the participants, who were also able to ask questions about the project. On November 20, 2009 they received six proposals from six of the largest and best contractors in the state of Minnesota. Of those six, one team was eliminated because they did not provide separate pricing information as called for in the RFP and required under the Brooks Act. They were deemed unresponsive and the proposal did not move forward. The initial evaluation team, consisting of five members, followed a two-step evaluation process that evaluated and ranked the proposals independently and then as a team to chose three firms to be interviewed. These three firms were M. A. Mortenson, Kraus-Anderson, and PCL. The second evaluation team, consisting of seven members, conducted the oral interviews. From the interview process, it was determined that Mortenson was the first selection, PCL was the second, and Kraus-Anderson was third. Under the Brooks Act, if an agreement is not reached with Mortenson, negotiations will proceed with the second selected firm, PCL, and then to Kraus-Anderson until an agreement is reached.

Mr. Mangine then commented on the key elements for the selection of M. A. Mortenson. He said over all, the Mortenson Team is a very coordinated, consolidated team that has worked together on many large, public, complex projects. Equally if not more importantly, the individual members of the Mortenson Team also stood out as exceptionally qualified. The three key individual members of the Team are the positions of Project Director, Project Architect, and Project Engineer. Additionally, M. A. Mortenson included an

"inclusiveness in contracting person" in their Team to assist with the creation of jobs within the community. The proposal also included the capability to work with residents and businesses in the Lowertown area to include their interests in the project. The seven evaluators felt that the Mortenson Team stood out as the best selection for the Construction Manager at Risk/Design Team for the Union Depot rehabilitation. At this time in the process, the RCRRA is asking the Board for authorization to enter into negotiations with M. A. Mortenson. The RCRRA then plans to return to the Board on January 12, 2010 with a contract ready for execution, a budget, a schedule and a financing plan. If successful on January 12, they would begin Phase I activities, resulting in a design of sufficient detail, to be completed by September 28, 2010. At that point, RCRRA would ask the Board for authorization to enter into a Phase II contract for the completion of the design and construction. Completion of the entire project is expected by September of 2012.

Chair McDonough commented that the timeline for these processes and the completion of this project, as Mr. Mangine explained, is extremely important because part of being successful with the \$135 million federal request is showing the federal government that we are ready to begin construction and complete the project by 2012. The actions we are taking today will help to keep us on this aggressive timeline.

Commissioner Bennett asked if the management and handling of potential change orders or add-ons in the project was included in the criteria for the evaluation and selection of the firms.

Mr. Mangine responded that, based on previous projects with the three firms, Ramsey County was already familiar with them. This type of project does have the potential for latent conditions. Examples of these conditions were identified with the firms and each firm addressed these issues and how they would be managed. With the modification of the Design/Build process that is used, there are very few change orders and everyone has to work together as a team to overcome the challenges. He said even with the potential for a change order, they certainly have the tools to mitigate the impact on the project.

Commissioner Ortega congratulated and thanked Mr. Mayasich and Mr. Mangine for their hard work through this process. He said regardless of what happens at the federal level, Ramsey County made an investment for this project years ago. They will make it happen because it is critical to our state and region. He said the inclusiveness and how they are going to create jobs in the community are priorities in the project and of the Ramsey County Board. Although the project is extremely costly and the budget is high, the point is that they are creating work for the community. He referred to Mr. Mayasich and Mr. Mangine for an explanation of the number of jobs that will be created from this project.

Mr. Mayasich said based on the formula they utilized, Phase I will create 350 jobs and when they move into Phase II and actual construction there will be about 1,350 jobs created by this project.

Commissioner Reinhardt commented on the project budget and capital improvement and said the RCRRA Board made a decision about six years ago to keep the capital funding at a steady level. This has enabled them to invest in the project now without raising the tax levy. She added that it is not just the short term jobs that will be created from the design and construction work on the Depot, but it is also the economic development from the long term jobs created because of that investment that really matters.

Commissioner Rettman said she was impressed with the details that were provided in Mortenson's proposal, and how they evaluated each specific structural and environmental aspect of the Depot. Also, that they not only propose to work with what is already there, but they also plan to correct the structural aspects that are not there and should be.

Mr. Mayasich thanked the County Manager for collaborating with the RCRRA, Property Management and Budgeting and Accounting because it took staff from all three of those departments to pull this together. This is a large and complicated project that is going to move very quickly.

Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0.
(R09-58)

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

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

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

WHEREAS, The Ramsey County Regional Railroad Authority and Property Management Department 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; Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority (RCRRA) approves 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 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 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; and

RESOLVED, That the Ramsey County Regional Railroad Authority 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.

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

Commissioner Parker moved approval of the resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. (R09-59)

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

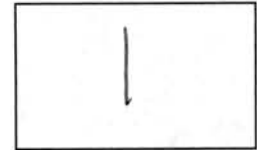
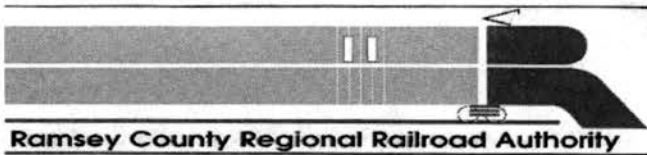
RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the 2011 budget of \$154,700,534; and Be It Further

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:

	2010		
	RCRRA Operations	CIP	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

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 11:00 AM.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 01/05/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Election of Officers for 2010

EXECUTIVE SUMMARY

The Annual Organizational Meeting is the time set by the Ramsey County Regional Railroad Authority for election of officers.

ACTION REQUESTED

Election of Officers for the year 2010

- 1) Election of the Chair; and
- 2) Election of the Vice-Chair; and
- 3) Election of the Secretary; and
- 4) Election of the Treasurer

SUBJECT: Election of Officers for 2010

ATTACHMENTS:

PREVIOUS ACTION:

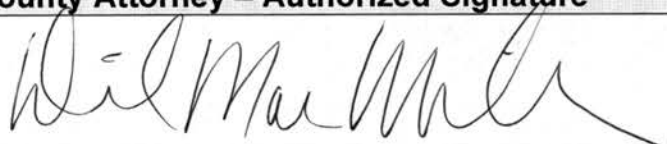
COUNTY MANAGER'S COMMENTS:

Pursuant to past practice, the Annual Organizational Meeting is the time when officers are elected.

SUBJECT: Election of Officers for 2010

Regional Railroad Authority – Authorized Signature	Date
	12/23/09

Budgeting & Accounting – Authorized Signature	Date
Susan M. Kuss	12/20/09

County Attorney – Authorized Signature	Date
	12/21/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Election of Officers for 2010

Draft Resolution # 1

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects [REDACTED] to serve as Chair of the Ramsey County Regional Railroad Authority for the year 2010.

Draft Resolution # 2

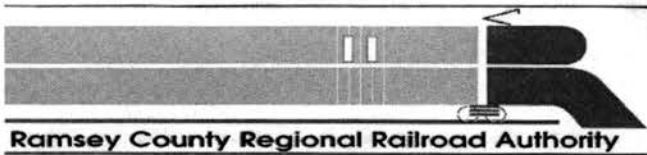
RESOLVED, The Ramsey County Regional Railroad Authority hereby elects [REDACTED] to serve as Vice-Chair of the Ramsey County Regional Railroad Authority for the year 2010.

Draft Resolution # 3

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects [REDACTED] to serve as Secretary of the Ramsey County Regional Railroad Authority for the year 2010.

Draft Resolution # 4

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects [REDACTED] to serve as Treasurer of the Ramsey County Regional Railroad Authority for the year 2010.



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 01/05/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Appointments to Standing Committees for 2010

EXECUTIVE SUMMARY

The Annual Organizational Meeting is the time established to approve appointment of Ramsey County Regional Railroad Authority Commissioners to Standing Committees.

ACTION REQUESTED

Approve appointments to various Standing Committees for the year 2010.

1

SUBJECT: Appointments to Standing Committees for 2010

ATTACHMENTS:

PREVIOUS ACTION:

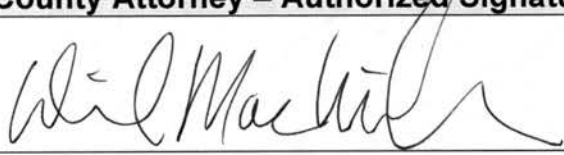
COUNTY MANAGER'S COMMENTS:

Pursuant to past practice, the Annual Organizational Meeting is the time when RCRRA Commissioners are appointed to standing committees.

SUBJECT: Appointments to Standing Committees for 2010

Regional Railroad Authority – Authorized Signature	Date
	12/23/09

Budgeting & Accounting – Authorized Signature	Date
	12/21/09

County Attorney – Authorized Signature	Date
	12/21/09

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Appointments to Standing Committees for 2010

Draft Resolution

WHEREAS, The Board of Ramsey County Commissioners organized a regional railroad authority pursuant to Minnesota Statutes Chapter 398A by Resolution 87-230 in April, 1987; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Rush Line Task Force for 2010:

Victoria Reinhardt, Chair
Jan Parker, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Red Rock Corridor for 2010:

Janice Rettman
Jim McDonough, Alternate

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Robert Street Corridor for 2010:

Rafael Ortega
Tony Bennett, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northeast Diagonal Policy Advisory Committee for 2010:

Jan Parker
Victoria Reinhardt, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint as the Union Depot (formerly LOCATE) representatives for 2010:

Tony Bennett
Rafael Ortega

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Midwest High Speed Rail Commission for 2010:

Janice Rettman
Jim McDonough, Alternate

And Be It Further

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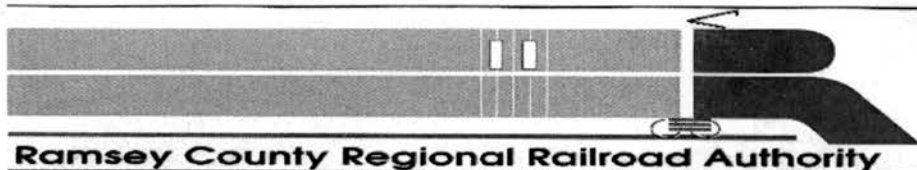
RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northstar Corridor for 2010:

Victoria Reinhardt
Janice Rettman, Alternate

And be it Finally

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the I-94 Corridor for 2010:

Rafael Ortega
Victoria Reinhardt, Alternate



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

January 12, 2010

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

.....
ROLL CALL and Call to Order

AGENDA of the January 12, 2010 Board Meeting is presented for approval.

MINUTES of the January 5, 2010 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Contract with Lockridge Grindal Nauen P.L.L.P. for Federal Intergovernmental Relations Consulting Assistance Services

Board Action Requested:

Authorize the County Manager to approve and execute the contract with Lockridge Grindal Nauen P.L.L.P. for Federal intergovernmental relations consulting assistance, in a form approved by the County Attorney, in an amount not to exceed Forty Thousand Dollars and No Cents (\$40,000.00) per year, for a period of five years (5) from January 1, 2010 to December 31, 2015.

2. Contract with McGrann Shea Carnival Straughn & Lamb for State Intergovernmental Relations Consulting Assistance

Board Action Requested:

- 1) Approve the contract with McGrann Shea Carnival Straughn & Lamb for State intergovernmental relations consulting assistance, in an amount not to exceed Forty-eight Thousand Dollars and No Cents (\$48,000.00) per year, for a period of five years (5) from January 1, 2010 to December 31, 2015; and
- 2) Authorize the Chair and Chief Clerk to execute the contract.

3. Bonding Request for High Speed Rail from Chicago to the Twin Cities from the 2010 Legislative session

Board Action Requested:

Approve the submission of a State bonding request for High Speed Rail for \$10.0 million to match federal funding available for environmental analysis and engineering work.

(Continued)

4. Bonding Request for Hoffman Interlocking Capacity Improvements from the 2010 Legislative session

Board Action Requested:

Approve the submission of a State bonding request for Hoffman Interlocking Capacity Improvements for \$13.5million for environmental analysis, engineering, property acquisition, and construction.

5. Memorandum of Agreement between City of Saint Paul and Metropolitan Council for the Brownfields Assessment Coalition

Board Action Requested:

- 1) Approve the Memorandum of Agreement between Saint Paul, Metropolitan Council and Ramsey County Regional Railroad Authority; and
- 2) Authorize the County Manager to execute the agreement in a form approved by the County Attorney.

6. Authorize a contract for Phase 1 Construction Manager at Risk/Design Services for the Union Depot

Board Action Requested:

- 1) Authorize the County Manager to execute a contract with M. A. Mortenson Company, 700 Meadow Lane North, Minneapolis, MN, for Phase 1 Design Services for Union Depot for a not-to-exceed price of \$5,481,808, subject to approval by the County Attorney's Office, Regional Railroad Authority, Property Management, and Budgeting and Accounting.
- 2) Authorize the County Manager to make all necessary adjustments to the RCRRA budget to provide up to \$250,000 within the RCRRA budget for historic, outreach, and staffing activities in support of completing the Phase 1 Design activities, if required.
- 3) Authorize the County Manager to execute agreements, amendments, contracts, and change orders, subject to prior approval by the County Attorney's Office, and to make all necessary budget adjustments and payments within the \$5,731,808 Phase 1 Design budget.

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

January 5, 2010

The Ramsey County Regional Railroad Authority met in their Annual Organizational Board Meeting with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7.
Absent: 0

Chair McDonough called the meeting to order at 9:32 AM.

AGENDA

Commissioner Bennett moved approval of the Agenda of the January 5, 2010 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0.

MINUTES

Commissioner Rettman moved approval of the Minutes of the December 15, 2009 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0.

1. Election of Officers for 2010

Election of Chair

Chair McDonough opened the nominations for the election of the Chair.

Commissioner Reinhardt nominated Commissioner Jim McDonough as Chair of the Ramsey County Regional Railroad Authority (RCRRA) for 2010, seconded by Commissioner Ortega.

Chair McDonough called three times for additional nominations. Hearing none, the nominations were closed. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R10-01)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Jim McDonough to serve as Chair of the Ramsey County Regional Railroad Authority for the year 2010.

Election of Vice Chair

Chair McDonough opened the nominations for the election of the Vice Chair.

Commissioner Ortega moved the nomination of Commissioner Jan Parker as Vice Chair of the RCRRA for 2010, seconded by Commissioner Carter.

Chair McDonough called three times for additional nominations. Hearing none, the nominations were closed. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R10-02)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Jan Parker to serve as Vice Chair of the Ramsey County Regional Railroad Authority for the year 2010.

Election of Secretary

Chair McDonough opened the nominations for the election of the Secretary.

Commissioner Ortega moved the nomination of Commissioner Tony Bennett as Secretary of the RCRRA for 2010, seconded by Commissioner Parker.

Chair McDonough called three times for additional nominations. Hearing none, the nominations were closed. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R10-03)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Tony Bennett to serve as Secretary of the Ramsey County Regional Railroad Authority for the year 2010.

Election of Treasurer

Chair McDonough opened the nominations for the election of the Treasurer.

Commissioner Carter moved the nomination of Commissioner Rafael Ortega as Treasurer of the RCRRA for 2010, seconded by Commissioner Parker.

Chair McDonough called three times for additional nominations. Hearing none, the nominations were closed. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R10-04)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Rafael Ortega to serve as Secretary of the Ramsey County Regional Railroad Authority for the year 2010.

Chair McDonough thanked the Board for their support in electing him as Chair of the RCRRA again for this year. He said he is proud to lead regional rail in the continued efforts to move the projects forward, keeping Ramsey County at the forefront on transit issues.

2. Appointments to Standing Committees

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

Commissioner Reinhardt had an amendment to the resolution to include the I-94 Corridor in the list of standing committees, with Commissioner Ortega as the delegate and herself as the alternate.

The amendment was accepted as friendly.

Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R10-05)

WHEREAS, The Board of Ramsey County Commissioners organized a regional railroad authority pursuant to Minnesota Statutes Chapter 398A by Resolution 87-230 in April, 1987; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Rush Line Task Force for 2010:

Victoria Reinhardt, Chair
Jan Parker, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Red Rock Corridor for 2010:

Janice Rettman
Jim McDonough, Alternate

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Robert Street Corridor for 2010:

Rafael Ortega
Tony Bennett, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northeast Diagonal Policy Advisory Committee for 2010:

Jan Parker
Victoria Reinhardt, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint as the Union Depot (formerly LOCATE) representatives for 2010:

Tony Bennett
Rafael Ortega

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Midwest High Speed Rail Commission for 2010:

Janice Rettman
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northstar Corridor for 2010:

Victoria Reinhardt
Janice Rettman, Alternate

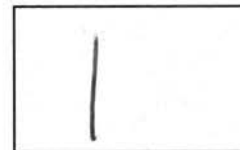
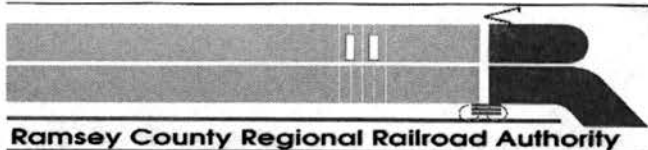
And be it Finally

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the I-94 Corridor for 2010:

Rafael Ortega
Victoria Reinhardt, Alternate

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 9:38 AM.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 01/12/10

Regional Railroad Authority Meeting Date: _____

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

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has an existing contract for Federal intergovernmental relations services that expired 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, by Resolution # R09-37, the RCRRA authorized staff to issue a Request For Proposals (RFP) for Federal intergovernmental relations consulting assistance. The RFP was released on September 22, 2009, with a closing date of October 21, 2009. Proposals were received from three firms. The Proposal Review Committee 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. On December 15, 2009, by Resolution # R09-54, the RCRRA authorized the County Manager to enter into a five-year contract with Lockridge Grindal Nauen P.L.L.P. for federal intergovernmental relations consulting assistance. The RCRRA Staff recommends the approval and execution of the contract with Lockridge Grindal Nauen P.L.L.P. 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 approve and execute the contract with Lockridge Grindal Nauen P.L.L.P. for Federal intergovernmental relations consulting assistance, in a form approved by the County Attorney, in an amount not to exceed Forty Thousand Dollars and No Cents (\$40,000.00) per year, for a period of five years (5) from January 1, 2010 to December 31, 2015

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

ATTACHMENTS:

1. Resolution # R09-37
2. Resolution # R09-54

PREVIOUS ACTION:

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

On December 15, 2009, Resolution R09-54, RCRRA authorized the County Manager to enter into a five-year contract with Lockridge Grindal Nauen P.L.L.P for federal intergovernmental relations consulting assistance

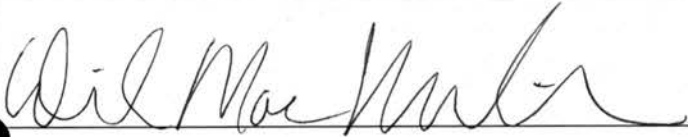
COUNTY MANAGER'S COMMENTS:

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 a myriad of areas that critically affect funding, mandated services and authorization of projects important to Ramsey County.

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

Regional Railroad Authority – Authorized Signature	Date
	1/7/10

Budgeting & Accounting – Authorized Signature	Date
	1/6/10

County Attorney – Authorized Signature	Date
	1/7/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

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

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 has an existing contract for
11 Federal intergovernmental relations services that expired on December 31, 2009; and
12

13 WHEREAS, On September 22, 2009, by Resolution # R09-37, The Ramsey County
14 Regional Railroad Authority authorized the issuance of a Request for Proposals for Federal
15 intergovernmental consulting assistance; and
16

17 WHEREAS, The Lockridge Grindal Nauen P.L.L.P proposal was superior in terms of
18 experience of the firm and persons assigned, ability to meet the time line, project requirements,
19 and cost; and
20

21 WHEREAS, On December 15, 2009, by Resolution # R09-54, The Ramsey County
22 Regional Railroad Authority authorized the County Manager to enter into a five-year contract with
23 Lockridge Grindal Nauen P.L.L.P for Federal intergovernmental relations consulting assistance,
24 Now Therefore Be It
25

26 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County
27 Manager to approve and execute the contract with Lockridge Grindal Nauen P.L.L.P. for Federal
28 intergovernmental relations consulting assistance, in a form approved by the County Attorney, in
29 an amount not to exceed Forty Thousand Dollars and No Cents (\$40,000.00) per year, for a period
30 of five years (5) from January 1, 2010 to December 31, 2015

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: September 22, 2009 No.: R09-37

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

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

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

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

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

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: December 15, 2009

No.: R09-54

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

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

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

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

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

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

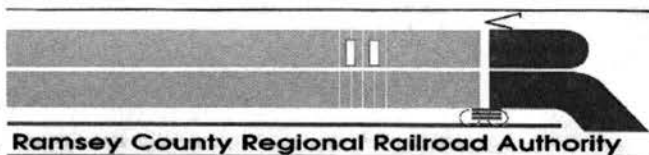
RESOLVED, That the Ramsey County Regional Railroad Authority authorize the County Manager to enter into a five-year contract with Lockridge Grindal Nauen P.L.L.P for federal intergovernmental relations consulting assistance, with direction to staff to return to the Regional Railroad Authority with a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

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



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 01/12/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: 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, by Resolution # R09-38, RCRRA authorized staff to issue a Request For Proposals (RFP) for State intergovernmental relations consulting assistance. The RFP was released on September 22, 2009, with a closing date of October 21, 2009. Proposals were received from four firms and two of these firms were interviewed. The Proposal Review Committee 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. On December 15, 2009, by Resolution # R09-55, the RCRRA authorized the County Manager to enter into a five-year contract with McGrann Shea Carnival Straughn & Lamb for State intergovernmental relations consulting assistance. The RCRRA Staff recommends the approval and execution of the 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

- 1) Approve the contract with McGrann Shea Carnival Straughn & Lamb for State intergovernmental relations consulting assistance, in an amount not to exceed Forty-eight Thousand Dollars and No Cents (\$48,000.00) per year, for a period of five years (5) from January 1, 2010 to December 31, 2015; and
- 2) Authorize the Chair and Chief Clerk to execute the contract.

1

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

ATTACHMENTS:

1. Contract with McGrann Shea Carnival Straughn & Lamb for State intergovernmental relations consulting assistance.
2. Resolution # R09-38
3. Resolution # R09-55

PREVIOUS ACTION:

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

On December 15, 2009, Resolution R09-55, RCRRA authorized the County Manager to enter into enter into a five-year contract with McGrann Shea Carnival Straughn & Lamb 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 a myriad of areas that critically affect funding, mandated services and authorization of projects important to Ramsey County.

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

Regional Railroad Authority – Authorized Signature	Date
	1/7/10

Budgeting & Accounting – Authorized Signature	Date
	1/6/10

County Attorney – Authorized Signature	Date
	1/7/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: 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 has an existing contract for
11 State intergovernmental relations services that is set to expire on December 31, 2009; and
12

13 WHEREAS, On September 22, 2009, by Resolution # R09-38, the Ramsey County Regional
14 Railroad Authority authorized the issuance of a Request for Proposals for State intergovernmental
15 relations consulting assistance, and
16

17 WHEREAS, The McGrann Shea Carnival Straughn & Lamb proposal provided the best-
18 value in terms of experience of the firm and persons assigned, ability to meet the time line, project
19 requirements, and cost; and
20

21 WHEREAS, On December 15, 2009, by Resolution # R09-55, The Ramsey County
22 Regional Railroad Authority authorized the County Manager to enter into a five-year contract with
23 McGrann Shea Carnival Straughn & Lamb for State intergovernmental relations consulting
24 assistance, Now Therefore Be It
25

26 RESOLVED, That the Ramsey County Regional Railroad Authority approves the contract
27 with McGrann Shea Carnival Straughn & Lamb for State intergovernmental relations consulting
28 assistance, in an amount not to exceed Forty-eight Thousand Dollars and No Cents (\$48,000.00)
29 per year, for a period of five years (5) from January 1, 2010 to December 31, 2015; and Be It
30 Further
31

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

**Agreement
Between Ramsey County Regional Railroad Authority and McGrann Shea Carnival
Straughn & Lamb, Chartered
For State Intergovernmental Relations Consulting Services**

This is an Agreement between Ramsey County Regional Railroad Authority ("RCRRA"), Minnesota, a political subdivision of the State of Minnesota, and McGrann Shea Carnival Straughn & Lamb, Chartered, 800 Nicollet Mall Suite 2600, Minneapolis, MN 55402 ("Contractor").

The RCRRA and the Contractor agree as follows:

1. Scope of Services

a. General

The Contractor will work directly with the Chair and members of the RCRRA, the Director of the RCRRA and Ramsey County's Intergovernmental Relations staff or their designees on specific projects. The Contractor will provide written communication monthly or as needed to the RCRRA on state transportation legislative issues. Contractor shall notify the RCRRA of all legislative issues identified in paragraph 1. B of this agreement.

b. Project Services

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

13. State lobbyist is expected to work closely with other state and local agencies that the RCRRA interacts with such as Minnesota Department of Transportation, Metropolitan Council, and Counties Transit Improvement Board

2. Time

This agreement shall be in force and effect from January 1, 2010 through December 31, 2015, or until earlier terminated by the parties hereto pursuant to this Agreement.

3. Cost/Payment

- a. The CONTRACTOR shall receive the annual sum of \$48,000 in monthly installments of \$4,000 for the period of January 1, 2010 to December 31, 2015 to be paid within 30 days of receipt by the RRA of a monthly claim form from the contractor.
- b. 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.
- c. The Contractor shall submit an invoice to the County after all services are provided. *(Note: this will need to be modified if periodic payments will be made.*
- d. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.

4. Independent Contractor

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

5. Indemnification

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

6. Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
- b. The Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the RCRRA throughout the term of this Agreement.

- b.1 Commercial General Liability Insurance

- b.1.1 \$ 1,500,000 per occurrence
 - \$ 2,000,000 general aggregate
 - \$ 2,000,000 products/completed operations total limit
 - \$ 1,500,000 personal injury and advertising liability

- b.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

- b.1.3 RCRRA, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Contractor, using ISO endorsement form CG 20 26 or the equivalent.

- b.2 Workers' Compensation and Employer's Liability

- b.2.1 Workers' Compensation as required by Minnesota Statutes

- b.2.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000

- b.3 Professional Liability/Errors and Omissions Coverage (if applicable)

- b.3.1 Per Claim \$ 500,000
 - Per Occurrence Limit: \$1,500,000
 - Aggregate Limit: \$2,000,000

b.3.2 All policies shall be written as acceptable to the RCRRA.

b.3.3 Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.

- c. All Certificates of Insurance shall provide that the insurance company gives the RCRRA thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
- d. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
- e. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the County. Copies of insurance policies shall be submitted to the RCRRA upon request.
- f. Nothing in this Agreement shall constitute a waiver by the RCRRA of any statutory or common law immunities, limits, or exceptions on liability.
- g. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

7. 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.

8. 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.

9. Non-Conforming Services

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

10. Equal Employment Opportunity

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

11. Workforce Diversity

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

12. 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.

13. 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.

14. Subcontractor Payment

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the RCRRRA for undisputed services provided by the

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

15. 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. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Conflict of Interest

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

21. 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.

22. 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.

23. Alteration

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

24. 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.

25. Prompt Payment

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

26. Reimbursable Expenses

Reimbursement of expenses, if included, will be made consistent with RCRA policies. The RCRA 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.

27. Entire Agreement

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

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

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: _____
Jim McDonough, Chair

Dated: _____

MCGRANN SHEA CARNIVAL
STRAUGHN & LAMB, CHARTERED

By: Joseph Z. Baguel

Dated: 1-4-10

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: Timothy A. Mayasich
Timothy A. Mayasich, Director

Dated: 1/7/10

Approval recommended:

INSURANCE APPROVED:

Risk Management

APPROVED AS TO FORM:

David F. MacMillan
David F. MacMillan
Assistant County Attorney

FUNDS ARE AVAILABLE: PO#893 KAL

Account No. 2010 12501 150101 00000 421506

Audrey DeKure
Budgeting & Accounting

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: September 22, 2009 No.: R09-38

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

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

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

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

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

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

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: December 15, 2009

No.: R09-55

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

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

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

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

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

WHEREAS, The PEC interviewed two consultant firms; and

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

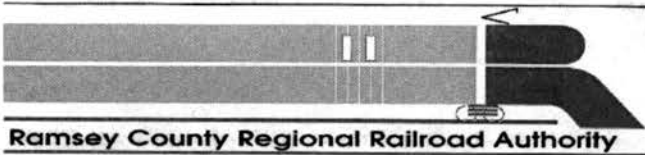
RESOLVED, That the Ramsey County Regional Railroad Authority authorize the County Manager to enter into a five-year contract with McGrann Shea Carnival Straughn & Lamb for state intergovernmental relations consulting assistance, with direction to staff to return to the Regional Railroad Authority with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

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



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 01/12/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Bonding Request for High Speed Rail from Chicago to the Twin Cities from the 2010 Legislative session

EXECUTIVE SUMMARY

The 2010 legislative session is expected to include a bonding bill for a limited number of projects. The Ramsey County Regional Railroad Authority has previously requested funding for High Speed Rail from Chicago to the Twin Cities, including The Union Depot Multi-Modal Transit and Transportation Hub.

The 2010 request of \$10 million would fund environmental analysis, engineering work, and property acquisition which would follow the completion of an alternatives analysis on the Twin Cities to Madison portion of the Twin Cities to Chicago High Speed Rail Corridor. The Minnesota Department of Transportation has submitted a grant application as part of the American Recovery and Reinvestment Act (ARRA) in the amount of \$600,000 to complete the alternatives analysis.

ACTION REQUESTED

Approve the submission of a State bonding request for High Speed Rail for \$10.0 million to match federal funding available for environmental analysis and engineering work.

SUBJECT: Bonding Request for Speed Rail from Chicago to the Twin Cities from the 2010 Legislative session

ATTACHMENTS:

PREVIOUS ACTION:

These funds have been requested in prior legislative sessions

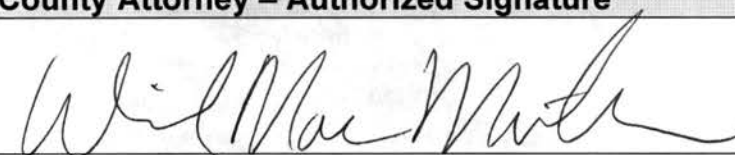
COUNTY MANAGER'S COMMENTS:

The Ramsey County Regional Railroad Authority is the entity to approve legislative requests.

SUBJECT: Bonding Request for Speed Rail from Chicago to the Twin Cities from the 2010 Legislative session

Regional Railroad Authority – Authorized Signature	Date
	1/7/10

Budgeting & Accounting – Authorized Signature	Date
	1/7/10

County Attorney – Authorized Signature	Date
	1/7/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Bonding Request for High Speed Rail from Chicago to the Twin Cities from the 2010 Legislative session

Draft Resolution

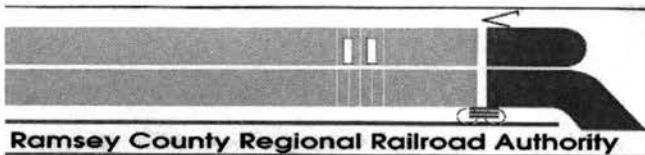
1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the
2 St. Paul Union Depot Multi-Modal Transit and Transportation Hub to the benefit of the citizens of
3 Ramsey County; and
4

5 WHEREAS, Funding and policies that impact High Speed Rail Corridors like the Chicago to
6 the Union Depot Multi-Modal Transit and Transportation Hub will be discussed in the 2010 state
7 legislative session; and
8

9 WHEREAS, The Minnesota Department of Transportation has submitted a grant application
10 as part the American Recovery and Reinvestment Act (ARRA) in the amount of \$600,000 for the
11 completion of an alternatives analysis on the Twin Cities to Madison portion of the Twin Cities to
12 Chicago High Speed Rail Corridor; and
13

14 WHEREAS, The alternatives analysis precedes the completion of environmental analysis
15 and preliminary engineering; Now, Therefore, Be It
16

17 RESOLVED, That Ramsey County Regional Railroad Authority approves the submission of
18 a State bonding request for High Speed Rail from Chicago to the Twin Cities, including Union
19 Depot Multi-Modal Transit and Transportation Hub, for \$10.0 million to match federal funding
available for environmental analysis and engineering work.



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 01/12/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Bonding Request for Hoffman Interlocking Capacity Improvements from the 2010 Legislative session

EXECUTIVE SUMMARY

The 2010 legislative session is expected to include a bonding bill for a limited number of projects. The Ramsey County Regional Railroad Authority has previously requested funding for High Speed Rail from Chicago to Twin Cities, including the Union Depot Multi-Modal Transit and Transportation Hub.

The 2010 request of \$13.5 million would fund environmental analysis, engineering, acquisition of real property or interests in real property, and construction relating to capacity improvements at the Hoffman Interlocking/Hoffman Yard in St. Paul as identified in the Minnesota Comprehensive Statewide Freight and Passenger Rail Plan. This request may be used to match federal funding for the project.

ACTION REQUESTED

Approve the submission of a State bonding request for Hoffman Interlocking Capacity Improvements for \$13.5million for environmental analysis, engineering, property acquisition, and construction

SUBJECT: Bonding Request for Hoffman Interlocking Capacity Improvements from the 2010 Legislative session

ATTACHMENTS:

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

The Ramsey County Regional Railroad Authority is the entity to approve legislative requests.

SUBJECT: Bonding Request for Hoffman Interlocking Capacity Improvements from the 2010 Legislative session

Regional Railroad Authority – Authorized Signature	Date
	1/7/10

Budgeting & Accounting – Authorized Signature	Date
	1/7/10

County Attorney – Authorized Signature	Date
	1/7/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Bonding Request for Hoffman Interlocking Capacity Improvements from the 2010 Legislative session

Draft Resolution

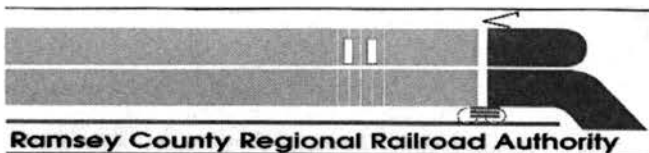
1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance
2 regional transitways and St. Paul Union Depot Multi-Modal Transit and Transportation Hub to the
3 benefit of the citizens of Ramsey County; and
4

5 WHEREAS, Funding and policies that impact regional transitways and high speed rail
6 corridors including the Red Rock Corridor and the High Speed Rail Corridors from Chicago to the
7 Twin Cities, including the Union Depot Multi-Modal Transit and Transportation Hub, will be
8 discussed in the 2010 State legislative session; and
9

10 WHEREAS, The Minnesota Department of Transportation recently identified necessary
11 capacity improvements for Hoffman Interlocking as part the Minnesota Comprehensive Statewide
12 Freight and Passenger Rail Plan (Rail Plan); and
13

14 WHEREAS, The State Rail Plan estimated capacity improvements for Hoffman Interlocking
15 would be \$54 million; Now, Therefore, Be It
16

17 RESOLVED, That Ramsey County Regional Railroad Authority approves the submission of
18 a State bonding request for Hoffman Interlocking Capacity Improvements for \$13.5million for
19 environmental analysis, engineering, property acquisition, and construction.



5

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 1/12/10

SUBJECT: Memorandum of Agreement between City of Saint Paul and Metropolitan Council for the Brownfields Assessment Coalition

EXECUTIVE SUMMARY:

In November 2008, the City of Saint Paul asked the Metropolitan Council and Ramsey County Regional Railroad Authority to serve as coalition partners on an application to the Environmental Protection Agency's (EPA) Brownfield Assessment Grant Program. The EPA's Brownfields Program empowers states, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. A brownfield site is real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The focus of assessments will be the five-mile-long Transit Opportunity Zone from Rice Street to the western border of the city.

On August 24, 2009, the EPA awarded the Cooperative Agreement for a Coalition Brownfield EPA Assessment Grant for Hazardous Substances and Petroleum to the City of Saint Paul. The grant period is October 1, 2009 through September 30, 2012. The City of Saint Paul is responsible to EPA for management of the cooperative agreement and compliance with the statutes, regulations, and the terms and conditions of the award. The City of St. Paul will ensure that all members of the coalition are in compliance with the terms and conditions. Community-wide hazardous substances grant funds will be used to conduct eight Phase I and five Phase II environmental site assessments. Petroleum grant funds will be used to conduct 12 Phase I and 9 Phase II environmental site assessments. Grant funds also will be used for cleanup, planning, public health monitoring, and community outreach activities.

The City of Saint Paul will manage the grant and provide timely information to Coalition members regarding the management of the cooperative agreement and any changes that may be made to the cooperative agreement over the period of performance.

ACTION REQUESTED:

- 1) Approve the Memorandum of Agreement between Saint Paul, Metropolitan Council and Ramsey County Regional Railroad Authority; and
- 2) Authorize the County Manager to execute the agreement in a form to be approved by the County Attorney.

SUBJECT: Memorandum of Agreement between City of Saint Paul and Metropolitan Council for the Brownfields Assessment Coalition

ATTACHMENTS:

Letter to Joshua Williams, City of St. Paul from Commissioner Jim McDonough dated November 14, 2008

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

Land use and economic development are not the responsibility of the Ramsey County Regional Railroad Authority. The Memorandum of Agreement will allow the City of St. Paul to access Environmental Protection Agency (EPA) funding to identify where hazardous materials may exist.

**SUBJECT: Memorandum of Agreement between City of Saint Paul and Metropolitan Council
for the Brownfields Assessment Coalition**

Regional Railroad Authority – Authorized Signature	Date
	1/7/10

Budgeting & Accounting – Authorized Signature	Date
	1/6/10

County Attorney – Authorized Signature	Date
	1/7/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

**SUBJECT: Memorandum of Agreement between City of Saint Paul and Metropolitan Council
for the Brownfields Assessment Coalition**

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has worked to
2 advance the Central Corridor and other transit projects and promote economic development
3 opportunities that benefit the citizens of Ramsey County; and
4

5 WHEREAS, A key to harnessing the economic potential of the Central Corridor will be
6 removing barriers to development including environmental contamination; and
7

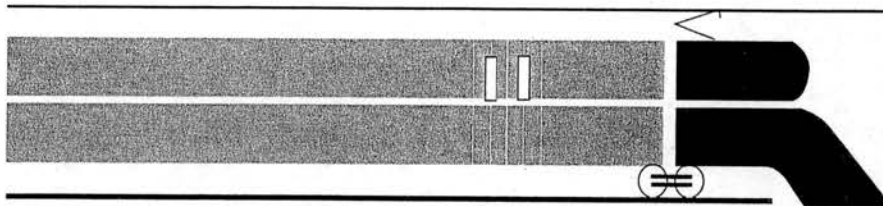
8 WHEREAS, Assessing the environmental contamination within the corridor will assist in the
9 future cleanup of contaminated sites and maximize the economic development generation within
10 the Corridor; and
11

12 WHEREAS, The City of Saint Paul partnered with the Metropolitan Council and RCRRA to
13 submit an application to the Environmental Protection Agency's (EPA) for its Brownfield
14 Assessment Grant Program; and
15

16 WHEREAS, The EPA awarded the City of Saint Paul with its collation partners a Brownfield
17 Assessment Grant in August 2009; and Now, Therefore, Be It
18

19 RESOLVED, That Ramsey County Regional Railroad Authority approves the Memorandum
20 of Agreement between, the City of Saint Paul, Metropolitan Council, and RCRRA for the EPA
21 Coalition Brownfield Assessment Grant; and Be It Further

23 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County
24 Manager to execute the agreement in a form to be approved by the County Attorney.



Attachment
1

Ramsey County Regional Railroad Authority

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

November 14, 2008

Joshua A. Williams
City of Saint Paul
Dept. of Planning and Economic Development
25 West Fourth Street
1200 City Hall Annex
Saint Paul, MN 55102

Dear Mr. Williams,

The planned construction of the Central Corridor light rail transit (LRT) line presents a unique opportunity for the City of Saint Paul, Ramsey County, and the Twin Cities metropolitan area as a whole. The new line will be the backbone for the multi-modal transit system serving the metro area. With careful planning, it can also serve as a catalyst for new investment in the communities along University Avenue which the LRT line will serve. Successfully leveraging the substantial investment being made in LRT and associated infrastructure is an important goal shared by the many partners involved in the Central Corridor project.

Key to harnessing the potential of the Central Corridor will be removing the barriers to development that have hampered previous economic development efforts along University Avenue. Prominent among these is the legacy of contamination stemming from the long history of the area as a major commercial corridor throughout the 20th century. The first step in erasing this legacy is building a more thorough understanding of the extent and nature of contamination that may exist in the University Avenue corridor. Without funding this first step will not be possible, and, as such, the Ramsey County Regional Rail Authority is proud to be a coalition partner in the City of Saint Paul's 2009 application to the Environment Protection Agency's Brownfield Assessment Grant program.

Sincerely,

Jim McDonough, Chair
Ramsey County Regional Rail Authority

BROWNFIELDS ASSESSMENT COALITION
MEMORANDUM OF AGREEMENT BETWEEN THE FOLLOWING PARTIES: City of Saint Paul, Metropolitan Council and Ramsey County Regional Rail Authority

This Memorandum of Agreement documents the roles and responsibilities of the various parties involved in the Assessment Coalition with regard to Environmental Protection Agency (EPA) Cooperative Agreement No: BF-00E94101-0.

1. The Coalition Members are the City of St. Paul, Metropolitan Council and Ramsey County Regional Rail Authority. The contact information is as follows:

City of St. Paul
Joshua Williams
25 West 4th Street
Saint Paul, MN 55102
651-266-6659
josh.williams@ci.stpaul.mn.us

Metropolitan Council
Marcus Martin
390 Robert Street North
Saint Paul, MN 55101-1805
651-602-1054
marcus.martin@metc.state.mn.us

And

Ramsey County Regional Rail Authority
Tim Mayasich
665 RCGC West
50 West Kellogg Boulevard
Saint Paul, MN 55102
651-266- 2762
tim.mayasich@co.ramsey.mn.us

2. On August 24, 2009 EPA awarded the Cooperative Agreement for a Coalition Brownfield EPA Assessment Grant for Hazardous Substances and Petroleum to the Lead Coalition Member: City of Saint Paul. The grant period is October 1, 2009 through September 30, 2012. The City of Saint Paul is responsible to EPA for management of the cooperative agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all members of the coalition are in compliance with the terms and conditions.

Coalition Brownfield EPA Assessment Grant for Hazardous Substances and Petroleum
BF-00E94101-0
Memorandum of Agreement

3. It is the responsibility of City of Saint Paul, as the Coalition Lead, to provide timely information to the other Coalition Members regarding the management of the cooperative agreement and any changes that may be made to the cooperative agreement over the period of performance.
4. Activities funded through the cooperative agreement shall include site selection criteria development, assessments, outreach materials and a baseline community health profile and may include other eligible activities. The City of Saint Paul may retain consultant(s) and contractor(s) under 40 CFR 31.36 to undertake various activities funded through the cooperative agreement and may award subgrants to other Coalition Members under 40 CFR 31.37 for assessment projects in their geographic areas. Subgrantees are accountable to the City of Saint Paul for proper expenditure of funds.
5. The City of Saint Paul, as Lead Coalition Member, will procure the consultant(s) in compliance with 40 CFR 31.36 requirements. The City of Saint Paul will issue the Request for Proposals or Request for Qualifications and will be the entity responsible for receipt of the submitted proposals and selection and award of contracts. The City of Saint Paul will consult with other Coalition Members in making selections of consultants and contractors and negotiating the terms of agreements.
6. The City of Saint Paul in consultation with the other Coalition Members, will work to develop a site selection process based on agreed upon factors and will ensure that a minimum of ten sites are assessed over the life of the cooperative agreement. Selected sites will be submitted to EPA for prior approval to ensure eligibility.
7. Upon designation of the specific sites, it will be the responsibility of the City of Saint Paul to work with the Coalition Members to finalize the scope of work for the consultant(s) or contractor(s). It will be the responsibility of City of Saint Paul to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site.
8. The City of Saint Paul is responsible for ensuring that other activities as negotiated in the workplan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by City of Saint Paul and the Coalition Members.
9. Nothing in this agreement shall be deemed to obligate any party to provide financial support or perform other actions which are not within the party's statutory or common law authority.

Coalition Brownfield EPA Assessment Grant for Hazardous Substances and Petroleum
BF-00E94101-0
Memorandum of Agreement

Agreed:

Cecile Bedor, Director
Planning and Economic Development, City of Saint Paul

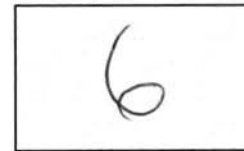
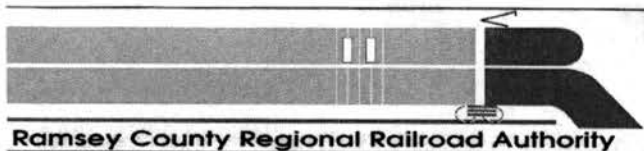
Date

Thomas H. Weaver, Regional Administrator
Metropolitan Council

Date

Timothy Mayasich, Director
Ramsey County Regional Rail Authority

Date



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 01/12/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Authorize a contract for Phase 1 Construction Manager at Risk/Design Services for the Union Depot

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) and Property Management are requesting RCRRA's approval to execute an agreement with M. A. Mortenson Company for Phase I Construction Manager at Risk /Design services for the Union Depot Multi-Modal Transit Hub project (Project).

On October 6, 2009, by Resolution R09-42, RCRRA authorized issuing a Request for Proposals (RFP) for Construction Manager at Risk/Design Team services for the Project. Six proposals were received on November 20, 2009, and evaluated by a team representing various local agencies.

(Continued on Next Page)

ACTION REQUESTED

- 1) Authorize the County Manager to execute a contract with M. A. Mortenson Company, 700 Meadow Lane North, Minneapolis, MN, for Phase 1 Design Services for Union Depot for a not-to-exceed price of \$5,481,808, subject to approval by the County Attorney's Office, Regional Railroad Authority, Property Management, and Budgeting and Accounting.
- 2) Authorize the County Manager to make all necessary adjustments to the RCRRA budget to provide up to \$250,000 within the RCRRA budget for historic, outreach, and staffing activities in support of completing the Phase 1 Design activities, if required.
- 3) Authorize the County Manager to execute agreements, amendments, contracts, and change orders, subject to prior approval by the County Attorney's Office, and to make all necessary budget adjustments and payments within the \$5,731,808 Phase 1 Design budget.

SUBJECT: Authorize a contract for Phase 1 Construction Manager at Risk/Design Services for the Union Depot

EXECUTIVE SUMMARY (continued)

The three highest-ranked proposers were Kraus-Anderson with Miller Dunwiddie, M. A. Mortenson Company with HGA, and PCL with BWBR Architects. Interviews were held with those three firms. 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 M. A. Mortenson Company, for Phase I Design services. On December 15, 2009, by resolution R09-58, RCRRA authorized staff to negotiate a contract with M. A. Mortenson Construction and return to the Board for approval of the contract.

In Phase 1, 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 1 services on September 28, 2010, a guaranteed maximum price (GMP) will be in place for Project completion.

The Phase 1 Construction Manager at Risk/Design Services contract will be administered jointly by RCRRA and Property Management staff. RCRRA will continue to supply administrative support. If the project is successful in receiving stimulus funding, an additional, starred administrative support position may be required.

The total estimated budget for Union Depot Phase 1 Design activities is as follows:

M. A. Mortenson Phase 1 Construction Manager at Risk/ Design Services	\$5,481,808
Owner's Representative – Add'l Staff/ Consultant Costs	\$175,000
Community Outreach, Historic, and Other	<u>\$75,000</u>
Total Estimated Union Depot Phase 1 Design Budget	\$5,731,808

RCRRA and Property Management staff has negotiated a draft contract with M. A. Mortenson Company for Phase 1 Construction Manager at Risk/Design services. The contract provides for those services to be completed by September 28, 2010. The not-to-exceed contract price is \$5,481,808. Some costs may be incurred that are not part of the M. A. Mortenson Company contract. The potential added staffing/consultant costs are estimated at \$175,000. As the Phase 1 Design plans develop, there may be a need for additional historic investigations, community outreach and permitting activities that will be identified. Since the project is still on an aggressive schedule, such activities will need to be done quickly to get the Phase 1 Design completed by September 28, 2010. Such activities are estimated at \$75,000. The draft resolution attached to this Request for Board Action provides authority for the County Manager to make adjustments within the RCRRA budget of up to \$250,000 to account for these items, if required.

Funding is available in the Union Depot budget for these activities. When the Phase 1 Design activities are completed, staff will return to the Board with a final project budget, schedule and finance plan.

SUBJECT: Authorize a contract for Phase 1 Construction Manager at Risk/Design Services for the Union Depot

ATTACHMENTS:

1. Preliminary schedule for Phase 1 Construction Manager at Risk/Design services
2. Draft Agreement (on file with the RCRRA/Property Management offices)

PREVIOUS ACTION:

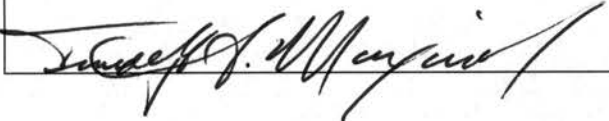
On October 6, 2009, RCRRA passed resolution R09-42 authorizing issuance of a request for proposals for Union Depot Construction Manager at Risk/Design Team Services.

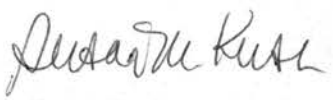
On December 15, 2009, RCRRA approved Resolution R09-58 authorizing staff to negotiate a contract with M. A. Mortenson Company for Phase 1 Construction Manager at Risk/Design services.

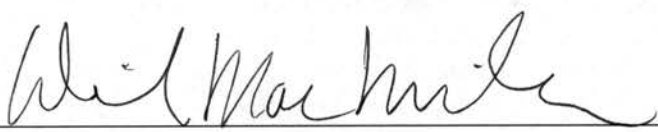
COUNTY MANAGER'S COMMENTS:

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: Authorize a contract for Phase 1 Construction Manager at Risk/Design Services for the Union Depot

Regional Railroad Authority – Authorized Signature	Date
	1/7/10

Budgeting & Accounting – Authorized Signature	Date
	1/7/10

County Attorney – Authorized Signature	Date
	1/7/10

Property Management – Authorized Signature	Date
	1-7-10

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Authorize a contract for Phase 1 Construction Manager at Risk/Design Services for the Union Depot

DRAFT RESOLUTION

2 WHEREAS, On October 6, 2009, the Ramsey County Regional Railroad Authority (RCRRA)
3 authorized issuing a request for proposals (RFP) for Construction Manager at Risk/Design Team
4 services for the Union Depot Multi-Modal Transit Hub; and
5

6 WHEREAS, Six proposals were received on November 20, 2009, and evaluated by staff
7 from RCRRA, Ramsey County, the City of Saint Paul, Washington County, and the Minnesota
8 Department of Transportation; and
9

10 WHEREAS, Interviews were conducted with the three highest-ranked proposer teams:
11 Kraus-Anderson with Miller Dunwiddie, M. A. Mortenson Company with HGA, and PCL with BWBR
12 Architects; and
13

14 WHEREAS, After considering all of the information, including information from references,
15 the Oral Interview Evaluation Team reached consensus in selecting the Construction Manager at
16 Risk/Design team of M. A. Mortenson Company, for Phase I Design services; and
17

18 WHEREAS, On December 15, 2009, the RCRRA authorized staff to enter into negotiations
19 with M. A. Mortenson Company for Phase I Construction Manager at Risk/Design Services for the
20 Union Depot Multi-Modal Transit Hub project; and
21

22 WHEREAS, Staff has negotiated an acceptable draft contract for a not-to-exceed price of
23 \$5,481,808, and
24

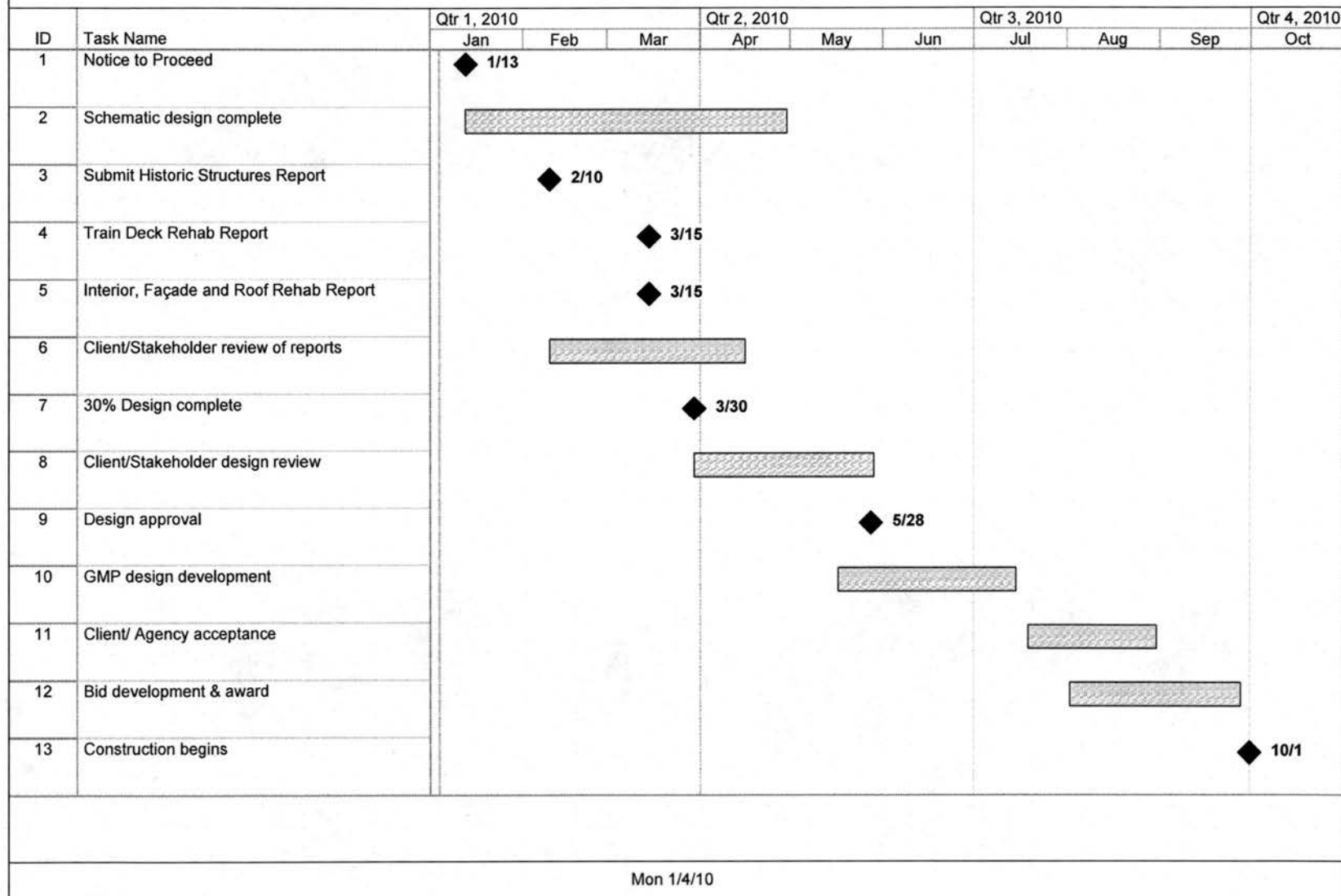
25 WHEREAS, Staff has developed a budget of up to \$250,000 for support services that may
26 be necessary to complete the Phase 1 Design activities; Now, Therefore, Be It
27

28 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County
29 Manager to execute a contract with M. A. Mortenson Company, 700 Meadow Lane North,
30 Minneapolis, MN, for Phase 1 Design Services for Union Depot for a not-to-exceed price of
31 \$5,481,808, subject to approval by the County Attorney's Office, Regional Railroad Authority,
32 Property Management, and Budgeting and Accounting; and Be It Further
33

34 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County
35 Manager to make all necessary adjustments to the RCRRA budget to provide up to \$250,000
36 within the RCRRA budget for historic, outreach, and staffing activities in support of completing the
37 Phase 1 Design activities, if required; and Be It Further
38

39 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County
40 Manager to execute agreements, amendments, contracts, and change orders, subject to prior
41 approval by the County Attorney's Office, and to make all necessary budget adjustments and
42 payments within the \$5,731,808 Phase 1 budget.
43

Union Depot Phase 1 Draft Schedule



Attachment # 1

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK
FOR RENOVATION OF THE UNION DEPOT MULTIMODAL TRANSIT AND TRANSPORTATION HUB
IN SAINT PAUL, MINNESOTA

PART 1 AGREEMENT

1. CONSTRUCTION MANAGER AT RISK
2. OWNER
3. OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA
4. TIME
5. PAYMENTS
6. DISPUTE RESOLUTION – MEDIATION AND ARBITRATION
7. MISCELLANEOUS PROVISIONS
8. TERMINATION OF THE AGREEMENT
9. BASIS OF COMPENSATION
10. OTHER CONDITIONS AND SERVICES

AGREEMENT is made

BETWEEN the Owner:

Ramsey County Regional Railroad Authority
50 West Kellogg Blvd.
Room 6560
St. Paul, MN 55102

and the Construction Manager at Risk:

M.A. Mortenson Company
700 Meadow Lane North
Minneapolis, MN 554322

For the following Project:

The Union Depot Multimodal Transit and Transportation Hub in Saint Paul, Minnesota, as described in the Owner's RFP number RRA87-11.

The Construction Manager at Risk will provide services in two (2) phases:

Phase I: Programming, schematic design, design development and cost estimating leading to a Guaranteed Maximum Price. See attached **Exhibit A – Scope of Work** of the Owner's Request for Proposals ("RFP") Project Number RRA87-11, attached hereto and made a part of this Part 1 Agreement, ~~for a description of Phase I services~~; and attached **Exhibit B – Construction Manager at Risk's RFP Response**, attached hereto and made part of this Part 1 Agreement, for a description of Phase I services.

Phase II: Balance of design, construction documents, bidding and project construction for the Project. See **Exhibit A** for a description of Phase II services. Phase II services will be provided using the Construction Management At-Risk delivery method.

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

For the Union Depot Building:

Name and address	Registration Number	Relationship to Construction Manager at Risk
Hammel, Green and Abrahamson, Inc. 701 Washington Avenue North, Minneapolis, MN, 55401		Direct design consultant

For Transportation Engineering and Track Work:

Name and address	Registration Number	Relationship to Construction Manager at Risk
URS Corporation Fifth Street Towers 100 South 5 th St., Suite 1500 Minneapolis, MN 55402		Direct design consultant

See attached **Exhibit C - Construction Manager at Risk's Scope Delineation and Definition of Deliverables**. Needs discussion.

The Owner and the Construction Manager at Risk agree as set forth below.

TERMS AND CONDITIONS – PART 1 AGREEMENT

ARTICLE 1 CONSTRUCTION MANAGER AT RISK

§ 1.1 SERVICES

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

§ 1.2 RESPONSIBILITIES

§ 1.2.1 Design services required by this Part 1 Agreement shall be performed by qualified architects and other design professionals. The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Construction Manager at Risk.

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

§ 1.2.3 Construction budgets shall be prepared by qualified professionals, cost estimators or contractors retained by and acting in the interest of the Construction Manager at Risk.

§ 1.2.4 The Construction Manager at Risk shall be responsible to the Owner for acts and omissions of the Construction Manager at Risk's employees, subcontractors and their agents and employees, and other persons, including the Architect and other design professionals, performing any portion of the Construction Manager at Risk's obligations under this Part 1 Agreement.

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

§ 1.2.6 Nothing contained in this Part 1 Agreement shall create a contractual relationship between the Owner and any person or entity other than the Construction Manager at Risk.

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

§ 1.3 BASIC SERVICES

§ 1.3.1 The Construction Manager at Risk shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other, as described in Exhibits A and B and as identified herein.

§ 1.3.2 The Construction Manager at Risk shall visit the site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's program, schedule, and budget. The Owner understands and acknowledges that in the remodeling or rehabilitation of existing structures, certain design and technical decisions are made on assumptions based upon readily available documents and easily observed existing conditions. Unless specifically directed in writing by the Owner, the Construction Manager at Risk shall not perform or cause to be performed any destructive testing or open any concealed portions of the building in order to ascertain its actual condition. The Owner agrees that the Construction Manager at Risk shall not be held responsible for any additional Work or costs required to correct any ensuing problems based upon such assumptions and agrees to include a reasonable budget contingency for such changes.

§ 1.3.3 The Construction Manager at Risk shall review laws applicable to design and construction of the Project, correlate such laws with the Owner's program requirements, and if the Construction Manager at Risk is aware of any violations, advise the Owner if any program

requirement may cause a violation of such laws. Necessary changes to the Owner's program shall be accomplished by appropriate written modification or disclosed as described in Section 1.3.5.

§ 1.3.4 The Construction Manager at Risk shall coordinate services for all track signaling and communications infrastructure modifications for Class 1 railroads with final design work performed by Class 1 railroads for modifications located within Class 1 railroad rights of way.

§ 1.3.5 The Construction Manager at Risk shall support the Owner's efforts to submit, file, and obtain on behalf of the Owner: all easements, zoning variances and legal authorizations regarding site utilization where essential to the execution of the Owner's program; and support the Owner's efforts to obtain the Conditional Use Permit and/or Planned Unit Development Amendments as needed for the Project.

§ 1.3.6 At the conclusion of the Phase I services, the Construction Manager at Risk shall submit to the Owner a Proposal, including the Preliminary Design Documents; a statement of the proposed Guaranteed Maximum Price based on the Preliminary Design Documents; a statement of the Disadvantaged Business Enterprises ("DBE") utilization and labor goals for Phase II services that have been approved by the Minnesota Department of Transportation acting as an agent to the Federal Government DBE program; and a proposed schedule for Phase II Project Services that shows Substantial Completion of the Project no later than September 28, 2012. The Preliminary Design Documents shall consist of drawings, outline specifications or other documents to a percentage completion that is adequate for the Construction Manager at Risk to submit a Guaranteed Maximum Price for Phase II of the Project. The Owner reserves the right to enter into a Part 2 Agreement with the Construction Manager at Risk; or to enter into a Part 2 Agreement with a third party if the Owner and the Construction Manager at Risk are unable to reach agreement on a Part 2 Agreement within a reasonable period of time after submission of the above-identified documents by the Construction Manager at Risk, as determined by the Owner.

§ 1.3.7 Final design of track within railroad right-of-way will be performed by Construction Manager at Risk for approval by railroads. Construction costs associated with this track work, which will be constructed by Class 1 railroads (within railroad ROW), is assumed to be included in the calculation of engineering and construction management fees.

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§ 1.3.8 Providing more extensive programmatic criteria than that furnished by the Owner as described in Section 2.1. When authorized in writing, the Construction Manager at Risk shall provide professional services to assist the Owner in the preparation of the program. Programming services may consist of:

- .1 consulting with the Owner and other persons or entities not designated in this Part 1 Agreement to define the program requirements of the Project and to review the understanding of such requirements with the Owner;
- .2 documentation of the applicable requirements necessary for the various Project functions or operations;
- .3 providing a review and analysis of the functional and organizational relationships, requirements, and objectives for the Project;
- .4 setting forth a written program of requirements for the Owner's approval which summarizes the Owner's objectives, schedule, constraints, and criteria.

§ 1.3.9 Providing surveying, soil borings, geotechnical reports, traffic engineering, special surveys, environmental studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

Insert

§ 1.4 ADDITIONAL SERVICES

§ 1.4.1 The Additional Services described under this Section 1.4 shall be provided by the Construction Manager at Risk and paid for by the Owner only if authorized or confirmed in writing by the Owner.

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

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program, Project schedule or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the Owner's approval of the Preliminary Design Documents; or
- .3 due to material changes required as a result of the Owner's failure to render decisions within the time periods specified in this Part 1 Agreement.

§ 1.4.3 Providing financial feasibility or other special studies.

§ 1.4.4 Providing planning surveys, site evaluations or comparative studies of prospective sites.

§ 1.4.5 Providing services relative to future facilities, systems and equipment.

§ 1.4.6 Providing services at the Owner's specific request to perform detailed investigations of existing conditions or facilities or to make measured drawings thereof.

§ 1.4.7 Providing services at the Owner's specific request to verify the accuracy of drawings or other information furnished by the Owner.

§ 1.4.8 Coordinating services in connection with the work of separate persons or entities retained by the Owner, subsequent to the execution of this Part 1 Agreement.

§ 1.4.9 Providing services for planning tenant or rental spaces.

§ 1.4.10 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

ARTICLE 2 OWNER

§ 2.1 RESPONSIBILITIES

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

§ 2.1.2 The Owner designates Jolly Mangine as its representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Construction Manager at Risk in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager at Risk's services. The Owner may obtain independent review of the documents by a separate architect, engineer, contractor, or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Construction Manager at Risk's services.

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

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

§ 2.1.5 The Owner shall communicate with persons or entities employed or retained by the Construction Manager at Risk through the Construction Manager at Risk, unless otherwise directed by the Construction Manager at Risk.

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

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

ARTICLE 3 OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA Need to discuss.

§ 3.1 The ~~Owner~~RCRRA owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Part 1 Agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Construction Manager at Risk, its employees, agents, and subcontractors, either individually or jointly with others and provided to the RCRRA as deliverables in the performance of this contract. "Works" includes "Documents". "Documents" are the originals of TM: We want to own ALL copies, etc. any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, created by the Construction Manager at Risk, its employees, agents, or subcontractors, and provided to the RCRRA as deliverables for the sole purpose in the performance of this contract. The Documents

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will be the exclusive property of the OwnerRCRRA and all such Documents must be immediately returned to the OwnerRCRRA by the Construction Manager at Risk upon ~~termination~~ cancellation of this contract; provided, however, that the Construction Manager at Risk, the Architect, and their subconsultants and subcontractors shall be entitled to each keep one archive record set of such so long as they have liability under this Part 1 Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire". Upon payment in full, the Construction Manager at Risk assigns all right, title, and interest it may have in the Works and the Documents to the OwnerRCRRA. The Construction Manager at Risk must, at the request of the OwnerRCRRA, execute all papers and perform all other acts necessary, at no cost to the Construction Manager at Risk, to transfer or record the OwnerRCRRA's ownership interest in the Works and Documents. The Works and Documents shall be submitted to the OwnerRCRRA, upon request, for which the Owner has made and upon the RCRRA making final payment to payment to the Construction Manager at Risk. Works and Documents in electronic form shall be provided to the OwnerRCRRA in both native format and PDF. The Construction Manager at Risk may retain copies of the Works and Documents only for purposes of performance under the terms of this contract, for standard detail and specification reuse and for its records as part of the Project file, and may not use any such Works or Documents for any other purposes without the prior written consent of the OwnerRCRRA.

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§ 3.2 Whether or not the Part 2 Agreement is executed, the Owner shall have the right to use the drawings, specifications, and other documents and electronic data furnished by the Construction Manager at Risk only for the project contemplated under this agreement without the written permission of the Construction Manager at Risk. If the Part 2 Agreement is not executed and Owner uses the drawings, specifications, other documents, and electronic data without the involvement of the Construction Manager at Risk, Owner agrees to defend, indemnify and hold harmless the Construction Manager at Risk from all claims, damages, losses, and expenses arising out of such use.

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§ 3.3 Owner shall provide and furnish (including but not limited to office furniture, supplies, equipment, data and phone connections) an integrated design coordination office within the existing Union Depot.

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ARTICLE 4 TIME

§ 4.1 Within ten (10) days of execution of this Part 1 Agreement, the Construction Manager at Risk shall prepare a Project Schedule for the performance of the Basic Services, which shall not exceed the time limits contained in **Exhibit A** of this Part 1 Agreement; which allows for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project; and which shows completion of all services under this Part 1 Agreement no later than September 28, 2010 as provided in the Owner's Preliminary Project Schedule.

§ 4.2 If, as a result of Force Majeure or other cause beyond the control of the Construction Manager at Risk, the Construction Manager at Risk's services under this Part 1 Agreement have not been completed by September 28, 2010, the parties shall mutually agree to either terminate this Part 1 Agreement or to execute a Change Order regarding changes in scope, and authorizing an extension of the schedule, and increase compensation, if any. Failure of the parties to execute

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a Change Order within ten (10) days of the above-identified date shall result in automatic termination of this Part 1 Agreement.

§ 4.3 The Construction Manager at Risk shall immediately notify the Owner if it determines that it may not meet the September 28, 2010, completion date, and advise the Owner of actions it is and will undertake to complete the services within the project schedule so as to meet the September 28, 2010, deadline.

ARTICLE 5 PAYMENTS

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

§ 5.2 Payments for Basic Services, Additional Services, and Reimbursable Expenses provided for in this Part 1 Agreement shall be made monthly on the basis set forth in Article 9.

§ 5.3 Within thirty five (35) days of the Owner's receipt of a properly submitted and correct Application for Payment, the Owner shall make payment to the Construction Manager at Risk.

§ 5.4 Disputes and payment of interest shall be subject to the provisions of Minnesota Statutes Section 471.425, the Minnesota Prompt Payment Act.

ARTICLE 6 DISPUTE RESOLUTION – MEDIATION AND ARBITRATION

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

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Unless otherwise provided, this Part 1 Agreement shall be governed by the laws of the State of Minnesota.

§ 7.2 The Owner and the Construction Manager at Risk, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Part 1 Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Part 1 Agreement. Neither the Owner nor the Construction Manager at Risk shall assign this Part 1 Agreement without the written consent of the other.

§ 7.3 The design of remediation of hazardous materials shall be the responsibility of the Construction Manager at Risk.

§ 7.4 This Part 1 Agreement represents the entire and integrated agreement between the Owner and the Construction Manager at Risk and supersedes all prior negotiations, representations or agreements, either written or oral. This Part 1 Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager at Risk.

§ 7.5 Prior to the termination of the services of the Architect or any other design professional designated in this Part 1 Agreement, the Construction Manager at Risk shall identify to the Owner in writing another architect or design professional with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the

Architect or other design professional whose services are being terminated. The Construction Manager at Risk shall be responsible for any additional costs associated with the other architectural or design professionals.

ARTICLE 8 TERMINATION OF THE AGREEMENT

§ 8.1 TERMINATION BY THE OWNER

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

§ 8.1.2 The Owner may terminate this Part 1 Agreement without cause and for any reason whatsoever upon giving at least ten (10) days written notice thereof to the Construction Manager at Risk. In such event, the Construction Manager at Risk shall receive compensation for the services provided in accordance with this agreement up to and including the effective date of termination.

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

§ 8.1.4 Any termination by the Owner shall be without prejudice to the rights of the Owner to pursue other remedies against the Construction Manager at Risk.

§ 8.2 TERMINATION BY THE CONSTRUCTION MANAGER AT RISK

§ 8.2.1 If the Owner fails to make payment of undisputed amounts or otherwise materially violates any of the terms or conditions of this Part 1 Agreement the Construction Manager at Risk may give written notice that the Construction Manager at Risk intends to terminate this Part 1 Agreement, giving the specific reasons therefore. Termination shall be immediately effective upon the failure of the Owner to cure the default within 10 working days of receipt of the notice of default. A good faith dispute by the Owner regarding the amount of payment and failure to pay disputed amounts, which is subject to the provisions of the Minnesota Prompt Payment Act, does not constitute grounds for termination by the Construction Manager at Risk under this paragraph.

ARTICLE 9 BASIS OF COMPENSATION

The Owner shall compensate the Construction Manager at Risk in accordance with Article 5, Payments, and the other provisions of this Part 1 Agreement as described below.

§ 9.1 COMPENSATION FOR BASIC SERVICES To discuss

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

The Owner shall pay the Construction Manager at Risk for services actually rendered on a time and materials basis, at the hourly rates set forth in Exhibit DE plus reimbursable expenses at actual cost up to a maximum not to exceed sum an amount of \$5,482,320 with an assumed construction cost of \$110 million and as further defined in Exhibit EF. If the cost of Phase I services exceeds this amount, the Construction Manager at Risk will be compensated for the additional amount either as part of Phase II compensation or, if Phase II does not proceed, as Additional Services.

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§ 9.1.2 PAYMENTS shall be as follows:

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

§ 9.2 COMPENSATION FOR ADDITIONAL SERVICES

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

For Additional Services performed by the Construction Manager at Risk and its subcontractors, cost shall be calculated using the hourly rates listed in Exhibit DE, plus reimbursable expenses at actual cost. The Construction Manager at Risk shall not perform Additional Services until the parties have executed a Change Order, including scope, schedule and compensation terms.

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§ 9.3 REIMBURSABLE EXPENSES

§ 9.3.1 Phase One fees shall include all reimbursable expenses.

§ 9.3.2 FOR REIMBURSABLE EXPENSES, compensation shall be a multiple of ONE (1.0) times the amounts expended.

§ 9.4 DIRECT PERSONNEL EXPENSE is defined as the direct salaries of personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, including, but not limited to, such as employment taxes and other statutory employee benefits, employee specific insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits, and shall be billed per the billing rate schedule identified in Exhibit DE which are not subject to audit.

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§ 9.5 INTEREST PAYMENTS

§ 9.5.1 Calculation and payment of interest shall be subject to the provisions of Minnesota Statutes Section 471.425, the Minnesota Prompt Payment Act.

ARTICLE 10 OTHER CONDITIONS AND SERVICES

§ 10.1 The Basic Services to be performed under this Part 1 Agreement shall be commenced within ten (10) days of final execution of this Part 1 Agreement, and, subject to authorized adjustments and to delays not caused by the Construction Manager at Risk, shall be completed in accordance with the provisions of § 4.1 of this Part 1 Agreement. If the Construction Manager at Risk believes that a delay by the Owner in making a timely decision will result in an extension to

the Construction Manager at Risk's completion date, then the Construction Manager at Risk shall notify the Owner and the parties shall agree on the impact, if any, to the Construction Manager at Risk's completion date.

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

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

§ 10.4 It is the intention of the parties to execute a Part 2 Agreement for Phase ~~II~~^{Two} of this Project. However, if the parties are unable to agree on the Project scope and/or the Guaranteed Maximum Price for Phase ~~II~~^{Two}, the Owner reserves the right to terminate its relationship with the Construction Manager at Risk and seek an alternate relationship and/or seek alternate methods of construction. All documents, drawings, and specifications created under this Part 1 Agreement shall be the property of the Owner subject to the provisions of Article 3 of this Part 1 Agreement and upon payment in full of all amounts due the Construction Manager at Risk.

§ 10.5 The Owner and the Construction Manager at Risk will incorporate into the Part 2 Agreement activities regarding utilization of certified Small Business Enterprises and workforce diversity to build on the inclusiveness in contracting models developed and used on prior Owner projects.

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§ 10.6 The Construction Manager at Risk will develop and incorporate into its services under this Part 1 Agreement sustainable architecture guidelines and specifications for Phase ~~II~~^{Two} of the Project, subject to approval by the Owner.

§ 10.7 The DBE goal for Phase ~~I~~^{One} services is 15% of the total compensation to be paid to the Construction Manager at Risk under the terms of this Part 1 Agreement.

§ 10.8 This Part 1 Agreement includes the following:

Exhibit A – Scope of Work, of the Owner's Request for Proposals Project Number PRMG– RRA87-11

Exhibit B – Construction Manager at Risk's ~~Construction Manager/ Design Team Services~~^{RFP Response}

Exhibit FG – General Terms and Conditions

Exhibit CD – Construction Manager at Risk Designer-Scope Delineation and Deliverables

Exhibit DE – Billing Rate Schedule

Exhibit EF – Compensation

§ 10.9 All notices to be given to the parties shall be sent by first class mail, postage applied to or made at:

Owner's Representative: Timothy Mayasich, Director
Ramsey County Regional Railroad Authority
50 West Kellogg Blvd.
Suite 6560
St. Paul, MN 55101

and to: Jolly Mangine, Director
Ramsey County Property Management
50 West Kellogg Blvd., Suite 600
St. Paul, MN 55102-1674

Construction Manager at Risk's Representative:
Ken Sorensen, Vice President
M. A. Mortenson Company
700 Meadow Lane North
Minneapolis, MN 55422

With a copy to: Dwight Larson, Vice President and Senior Counsel
M. A. Mortenson Company
700 Meadow Lane North
Minneapolis, MN 55422

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

This Part 1 Agreement is entered into as of the last date written below.

OWNER:

**RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY**

Jim McDonough, Chair
Ramsey County Regional Railroad Authority

Bonnie Jackelen, Chief Clerk
Ramsey County Regional Railroad Authority

Date: _____

CONSTRUCTION MANAGER AT RISK:

M.A. MORTENSON COMPANY

By: _____
Print Name: _____
Title: _____

Date: _____

Approval recommended:

Timothy Mayasich, Director
Ramsey County Regional Railroad Authority

Julio Mangine, Director
Department of Property Management

Approved as to form and insurance:

Assistant County Attorney

Purchase Order or
Aspen Vendor Contract Number:

Funds are Available
Account Number: _____

Budgeting and Accounting

EXHIBIT A to the Part 1 Agreement

SCOPE OF WORK

(TO BE ATTACHED)

DRAFT

EXHIBIT B to the Part 1 Agreement

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CONSTRUCTION MANAGER AT RISK'S RFP RESPONSE
(TO BE ATTACHED)

DRAFT

EXHIBIT EC to the Part 1 Agreement

GENERAL TERMS AND CONDITIONS

1. **Independent Contractor**

It is agreed that nothing contained in this Part 1 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 Construction Manager at Risk as the employee of the Owner for any purpose or in any manner whatsoever. The Construction Manager at Risk is an independent contractor and neither it, its employees, agents, nor representatives are employees of the Owner. From any amounts due the Construction Manager at Risk, 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 Construction Manager at Risk.

2. **Indemnification**

The Construction Manager at Risk shall indemnify, hold harmless and defend the Owner, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the Owner, its officials, agents, or employees may hereafter sustain, incur or be required to pay, to the extent arising out of or by reason of any negligent or willful act or omission of the Construction Manager at Risk, its officials, subcontractors, or agents or the employees of any of them, or by anyone for whose acts or omissions anyone of them may be liable, in the execution, performance, or failure to perform the Construction Manager at Risk's obligations in accordance with the provisions of pursuant to this Part 1 Agreement, but only to the extent of the negligence of the Construction Manager at Risk or anyone for whom it may be liable.

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3. **Insurance**

- a. The Construction Manager at Risk shall purchase and maintain such insurance as will protect the Construction Manager at Risk from claims which may arise out of, or result from, the Construction Manager at Risk's operations under this Part 1 Agreement, whether such operations are by the Construction Manager at Risk or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
- b. The Construction Manager at Risk shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the Owner throughout the term of this Part 1 Agreement.
 - b.1 Commercial General Liability Insurance
 - b.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 liability

- b.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.
- b.1.3 The Ramsey County Regional Railroad Authority, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the ongoing and completed operations of the Construction Manager at Risk, using ISO endorsement forms CG 20 10 and CG 20 37 or the equivalent.
- b.1.4 Products and completed operations coverage shall be provided for five years after final payment.
- b.2 Automobile Insurance
 - b.2.1 Coverage shall be provided for hired, non-owned and owned auto.
 - b.2.2 Minimum limits: \$1,000,000 combined single limit.
- b.3 Workers' Compensation and Employer's Liability
 - b.3.1 Workers' Compensation as required by Minnesota Statutes
 - b.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
- b.4 Professional Liability/Errors and Omissions Coverage
 - b.4.1 Per Claim Limit: \$10,000,000
Aggregate Limit: \$10,000,000
 - b.4.2 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 Part 1 Agreement; and 2) evidence of coverage shall be provided for five years beyond expiration of this Part 1 Agreement.
- c. Crime and Fidelity Bond (Applicable if the Construction Manager at Risk is handling money for the County or has fiduciary responsibilities): \$NA
- d. All Certificates of Insurance shall provide that the insurance company gives the Owner thirty (30) days prior written notice of cancellation, or non-renewal.
- e. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Construction Manager at Risk to purchase and maintain additional insurance that may be necessary in connection with this Part 1 Agreement.

- f. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Construction Manager at Risk shall not commence work until the Construction Manager at Risk has obtained the required insurance and filed an acceptable Certificate of Insurance with the Owner. Copies of insurance policies shall be submitted to the Owner upon request. Certificates evidencing coverage in force must be issued to the owner throughout the term of this Part 1 Agreement and for five years beyond the final payment for products and completed operations coverages and policies issued on a claims made basis.
- g. Nothing in this Part 1 Agreement shall constitute a waiver by the Owner of any statutory or common law immunities, limits, or exceptions on liability.
- h. 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 Construction Manager at Risk shall not assign any interest in this Part 1 Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the Owner.

5. Unavailability of Funding

The purchase of services from the Construction Manager at Risk under this Part 1 Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources. The Owner may immediately ~~terminate~~cancel this Part 1 Agreement, or a portion of the services to be provided under this Part 1 Agreement, if the funding for the services is no longer available to the Owner. Upon receipt of the Owner's notice of ~~termination~~cancellation of this Part 1 Agreement, or of a portion of the services to be provided under this Part 1 Agreement, the Construction Manager at Risk shall take all actions necessary to discontinue further commitments of funds to the extent they relate to this Part 1 Agreement or the portions of this Part 1 Agreement for which funding has become unavailable. If this Part 1 Agreement is cancelled pursuant to this provision, then the Construction Manager shall be paid by the Owner in accordance with Article 8 of this Part 1 Agreement.

6. Non-Conforming Services

The acceptance by the Owner of any non-conforming services under the terms of this Part 1 Agreement or the foregoing by the Owner of any of the rights or remedies arising under the terms of this Part 1 Agreement shall not constitute a waiver of the Owner's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Part 1 Agreement. The rights and remedies of the Owner provided or referred to under the terms of this Part 1 Agreement are cumulative and not mutually exclusive.

7. Equal Employment Opportunity

The Construction Manager at Risk 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 Owner, the Construction Manager at Risk shall furnish a written affirmative action plan.

8. Prevailing Wage To be inserted.

9. Workplace Violence Prevention

The Construction Manager at Risk shall make all reasonable efforts to ensure that the Construction Manager at Risk's employees, officials and subcontractors do not engage in violence while performing under this Part 1 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

Pursuant to Minnesota Statutes Section 471.425, the Construction Manager at Risk shall pay any subcontractor within ten days of the Construction Manager at Risk's receipt of payment from the Owner for undisputed services provided by the subcontractor. The Construction Manager at Risk 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 Construction Manager at Risk shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Construction Manager at Risk must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

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11. Setoff

Notwithstanding any provision of this Part 1 Agreement to the contrary, the Construction Manager at Risk shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Part 1 Agreement by the Construction Manager at Risk. The Owner may withhold such payments reasonably determined to be equal to the amount of damage to the Construction Manager at Risk for the purpose of setoff until such time as the exact amount of damages due the Owner from the Construction Manager at Risk is determined.

12. Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of the Construction Manager at Risk's performance of this Part 1 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 Construction Manager at Risk 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 Construction Manager at Risk's performance of the provisions of this Part 1 Agreement. It shall be the obligation of the Construction Manager at Risk 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 Part 1 Agreement, the Construction Manager at Risk, upon written request, shall make available to the Owner, the State Auditor or the Owner's ultimate funding sources, a copy of this Part 1 Agreement and the books, documents, records and accounting procedures and practices of the Construction Manager at Risk relating to this Part 1 Agreement.

15. Conflict of Interest

The Construction Manager at Risk affirms that, to the best of the Construction Manager at Risk's knowledge, the Construction Manager at Risk's involvement in this Part 1 Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Part 1 Agreement. The Construction Manager at Risk agrees that, should any conflict or potential conflict of interest become known to the Construction Manager at Risk, the Construction Manager at Risk will immediately notify the Owner of the conflict or potential conflict, specifying the part of this Part 1 Agreement giving rise to the conflict or potential conflict, and will advise the Owner whether the Construction Manager at Risk will or will not resign from the other engagement or representation.

16. Waste Reduction

The Construction Manager at Risk 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.

17. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Part 1 Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

18. HIPAA Compliance

The Construction Manager at Risk 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.

19. Interpretation of Agreement; Venue

This Part 1 Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Part 1 Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

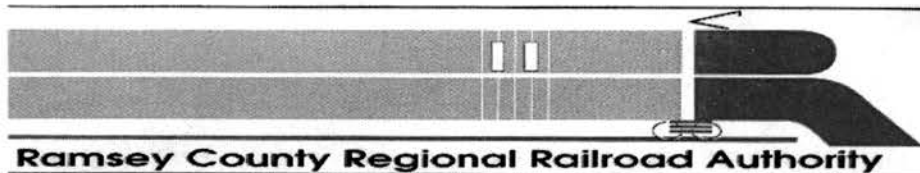
20. Consequential Damages.

The Construction Manager at Risk and the Owner waive claims against each other for consequential damages, including but not limited to, loss of use, income, profit, financing, business and reputation, arising out of or relating to this Part 1 Agreement. The mutual waiver is applicable, without limitation, to all consequential damaged due to either party's termination in accordance with Article 8 of this Part 1 Agreement.

21. Entire Agreement

This Part 1 Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

DRAFT



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

January 26, 2010

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

.....
ROLL CALL and Call to Order

AGENDA of the January 26, 2010 Board Meeting is presented for approval.

MINUTES of the January 12, 2010 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Selection of Consultant for the Economic Analysis and Development Potential Study for The Union Depot

Board Action Requested:

- 1) Approve the selection of, and authorization to enter into negotiations with HR&A, 99 Hudson Street, 3rd Floor, New York, NY 10013, for completion of an Economic Analysis and Development Potential Study for The Union Depot
- 2) Direct staff to return to the Ramsey County Regional Railroad Authority for approval of a final contract for completion of an Economic Analysis and Development Potential Study for The Union Depot

2. Approve Letter of No Prejudice Advanced Traffic Improvements for Central Corridor

Board Action Requested:

Approve construction of the Advanced Traffic Improvements in the University of Minnesota area, upon receipt of an FTA Letter of No Prejudice, at a cost to the RCRRA of not more than \$600,000 from the existing RCRRA Central Corridor commitment of \$65,900,000.

3. Central Corridor Project Update

Board Action Requested:

None. For information and discussion only.

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

January 12, 2010

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega (late), Parker, Reinhardt, Rettman, McDonough – 7. Absent: None. Also present were Julie Kleinschmidt, County Manager, and David MacMillan, Assistant County Attorney.

Chair McDonough called the meeting to order at 10:40 AM.

AGENDA

Commissioner Carter moved approval of the Agenda of the January 12, 2010 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 6. Nays – 0.

MINUTES

Commissioner Rettman moved approval of the Minutes of the January 5, 2010 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0.

1. Contract with Lockridge Grindal Nauen P.L.L.P. for Federal Intergovernmental Relations Consulting Assistance Services

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Parker, Reinhardt, Bennett, Carter, Ortega, McDonough – 6. Nays – Rettman: 1. (R10-06)

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

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

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

WHEREAS, The Ramsey County Regional Railroad Authority has an existing contract for Federal intergovernmental relations services that expired on December 31, 2009; and

WHEREAS, On September 22, 2009, by Resolution # R09-37, The Ramsey County Regional Railroad Authority authorized the issuance of a Request for Proposals for Federal intergovernmental consulting assistance; and

WHEREAS, 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; and

WHEREAS, On December 15, 2009, by Resolution # R09-54, The Ramsey County Regional Railroad Authority authorized the County Manager to enter into a five-year contract with Lockridge Grindal Nauen P.L.L.P for Federal intergovernmental relations consulting assistance, Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute the contract with Lockridge Grindal Nauen P.L.L.P. for Federal intergovernmental relations consulting assistance, in a form approved by the County Attorney, in an amount not to exceed Forty Thousand Dollars and No Cents (\$40,000.00) per year, for a period of five years (5) from January 1, 2010 to December 31, 2015

2. Contract with McGrann Shea Carnival Straughn & Lamb for State Intergovernmental Relations Consulting Assistance

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Parker, Reinhardt, Bennett, Carter, Ortega, McDonough – 6. Nays – Rettman: 1. (R10-07)

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

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

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

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

WHEREAS, On September 22, 2009, by Resolution # R09-38, the Ramsey County Regional Railroad Authority authorized the issuance of a Request for Proposals for State intergovernmental relations consulting assistance, and

WHEREAS, The McGrann Shea Carnival Straughn & Lamb 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; and

WHEREAS, On December 15, 2009, by Resolution # R09-55, The Ramsey County Regional Railroad Authority authorized the County Manager to enter into a five-year contract with McGrann Shea Carnival Straughn & Lamb for State intergovernmental relations consulting assistance, Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves the contract with McGrann Shea Carnival Straughn & Lamb for State intergovernmental relations consulting assistance, in an amount not to exceed Forty-eight Thousand Dollars and No Cents (\$48,000.00) per year, for a period of five years (5) from January 1, 2010 to December 31, 2015; and Be It Further

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

3. Bonding Request for High Speed Rail from Chicago to the Twin Cities from the 2010 Legislative session

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Rettman. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R10-08)

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

WHEREAS, Funding and policies that impact High Speed Rail Corridors like the Chicago to the Union Depot Multi-Modal Transit and Transportation Hub will be discussed in the 2010 state legislative session; and

WHEREAS, The Minnesota Department of Transportation has submitted a grant application as part the American Recovery and Reinvestment Act (ARRA) in the amount of \$600,000 for the completion of an alternatives analysis on the Twin Cities to Madison portion of the Twin Cities to Chicago High Speed Rail Corridor; and

WHEREAS, The alternatives analysis precedes the completion of environmental analysis and preliminary engineering; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the submission of a State bonding request for High Speed Rail from Chicago to the Twin Cities, including Union Depot Multi-Modal Transit and Transportation Hub, for \$10.0 million to match federal funding available for environmental analysis and engineering work.

4. Bonding Request for Hoffman Interlocking Capacity Improvements from the 2010 Legislative session

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

Chair McDonough explained that, unlike the High Speed Rail (HSR) funding request which they have previously requested, this is a new request. The capacity improvements at the Hoffman Interlocking/Hoffman Yard in St. Paul have been an important issue, therefore they are now moving forward with the bonding request.

Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0.
(R10-09)

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

WHEREAS, Funding and policies that impact regional transitways and high speed rail corridors including the Red Rock Corridor and the High Speed Rail Corridors from Chicago to the Twin Cities, including the Union Depot Multi-Modal Transit and Transportation Hub, will be discussed in the 2010 State legislative session; and

WHEREAS, The Minnesota Department of Transportation recently identified necessary capacity improvements for Hoffman Interlocking as part the Minnesota Comprehensive Statewide Freight and Passenger Rail Plan (Rail Plan); and

WHEREAS, The State Rail Plan estimated capacity improvements for Hoffman Interlocking would be \$54 million; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the submission of a State bonding request for Hoffman Interlocking Capacity Improvements for \$13.5million for environmental analysis, engineering, property acquisition, and construction.

5. Memorandum of Agreement between City of Saint Paul and Metropolitan Council for the Brownfields Assessment Coalition

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

Chair McDonough said through a joint application with the City of St. Paul and the Metropolitan Council, the Environmental Protection Agency (EPA) awarded the Cooperative Agreement for a Coalition Brownfield EPA Assessment Grant for Hazardous Substances and Petroleum to the City of Saint Paul. The Memorandum of Agreement (MOA) is needed to move forward on those funds.

Commissioner Rettman commented that she would be voting against this action. She has concern that the language in the Agreement is not strong enough in protecting Ramsey County from possible future funding needs that may come out of the environmental assessment.

Commissioner Reinhardt commented that although they all shared this concern, she is comfortable with the language in the Agreement.

Roll Call: Ayes – Parker, Reinhardt, Bennett, Carter, Ortega, McDonough – 6. Nays – Rettman: 1.
(R10-10)

WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance the Central Corridor and other transit projects and promote economic development opportunities that benefit the citizens of Ramsey County; and

WHEREAS, A key to harnessing the economic potential of the Central Corridor will be removing barriers to development including environmental contamination; and

WHEREAS, Assessing the environmental contamination within the corridor will assist in the future cleanup of contaminated sites and maximize the economic development generation within the Corridor; and

WHEREAS, The City of Saint Paul partnered with the Metropolitan Council and RCRRA to submit an application to the Environmental Protection Agency's (EPA) for its Brownfield Assessment Grant Program; and

WHEREAS, The EPA awarded the City of Saint Paul with its collation partners a Brownfield Assessment Grant in August 2009; and Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the Memorandum of Agreement between, the City of Saint Paul, Metropolitan Council, and RCRRA for the EPA Coalition Brownfield Assessment Grant; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County Manager to execute the agreement in a form approved by the County Attorney.

6. Authorize a contract for Phase 1 Construction Manager at Risk/Design Services for the Union Depot

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

Jolly Mangine, Director, Ramsey Country Property Management, said the contract negotiations process, which was authorized by the Ramsey County Regional Railroad Authority (RCRRA) on December 15, 2009, moved quickly and was successful as they reached a proper agreement. They are expecting to execute the agreement with Mortenson Construction this coming Friday. They are pleased and ready to go to work.

Tim Mayasich, Director, Ramsey County Regional Railroad Authority, said they are excited about moving forward with M.A. Mortenson and their team. They are confident this is the right team to complete the Union Depot project.

Ken Sorensen, Vice President of Mortenson Construction, introduced himself to the Board and said this project has already received significant attention in their industry. The Mortenson team and their primary design/engineering partners of URS and HGA are enthusiastic. There is a lot of work to do and they are ready to begin. He said communication will be important and working closely with the Lowertown community, the County and a broad range of diverse community in the project. He assured the Board that they will put programs in place to maximize that participation.

Chair McDonough congratulated M.A. Mortenson for the award of the contract. All of the proposals that were received for this project were fantastic, but the Mortenson proposal was amazingly thorough and the team they created was exceptionally strong. He is confident they have the right team in place to have a magnificent project when it is completed.

Commissioner Ortega agreed that the Mortenson team was stellar and that their proposal was exceptional.

Commissioner Parker wanted to know if there was an estimate as to how many employees will be hired for this project by the time it is completed.

Mr. Mangine replied that the Design Phase/Phase I of the project will likely employ about 200-300 people. Later on, from the contracting side there will be about 1,350 people employed. Therefore, in total scope there will be just below 2,000 people employed from this project.

Commissioner Parker asked about the timing and ground breaking for the project.

Mr. Mangine said schedule is extremely important and the Mortenson team is fully prepared. Phase I activities need to be completed by September 28, 2010 and they expect to have enough design completed at that point to begin construction immediately after that date. They will then have two years to complete the construction by September of 2012, which was one of their commitments for the American Recovery and Reinvestment Act (ARRA) funds.

Chair McDonough commented that part of qualifying for the \$135 million ARRA funds was that the project needed to be completed in 2012. The RCRRA, Property Management and Mortenson have carefully positioned this project to be able to make this timeline.

Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0.
(R10-11)

WHEREAS, 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; and

WHEREAS, Six proposals were received on November 20, 2009, and evaluated by staff from RCRRA, Ramsey County, the City of Saint Paul, Washington County, and the Minnesota Department of Transportation; and

WHEREAS, Interviews were conducted with the three highest-ranked proposer teams: Kraus-Anderson with Miller Dunwiddie, M. A. Mortenson Company with HGA, and PCL with BWBR Architects; and

WHEREAS, 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 M. A. Mortenson Company, for Phase I Design services; and

WHEREAS, On December 15, 2009, the RCRRA authorized staff to enter into negotiations with M. A. Mortenson Company for Phase I Construction Manager at Risk/Design Services for the Union Depot Multi-Modal Transit Hub project; and

WHEREAS, Staff has negotiated an acceptable draft contract for a not-to-exceed price of \$5,481,808, and

WHEREAS, Staff has developed a budget of up to \$250,000 for support services that may be necessary to complete the Phase 1 Design activities; Now, Therefore, Be It

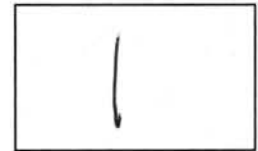
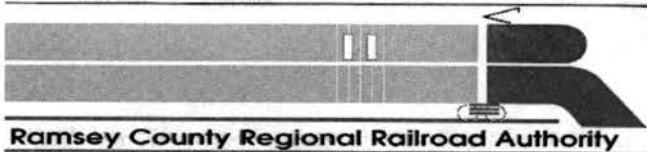
RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County Manager to execute a contract with M. A. Mortenson Company, 700 Meadow Lane North, Minneapolis, MN, for Phase 1 Design Services for Union Depot for a not-to-exceed price of \$5,481,808, subject to approval by the County Attorney's Office, Regional Railroad Authority, Property Management, and Budgeting and Accounting; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County Manager to make all necessary adjustments to the RCRRA budget to provide up to \$250,000 within the RCRRA budget for historic, outreach, and staffing activities in support of completing the Phase 1 Design activities, if required; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County Manager to execute agreements, amendments, contracts, and change orders, subject to prior approval by the County Attorney's Office, and to make all necessary budget adjustments and payments within the \$5,731,808 Phase 1 budget.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:57 AM.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 01/26/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Selection of Consultant for the Economic Analysis and Development Potential Study for The Union Depot

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has identified the completion of The Union Depot Multi-Modal Transportation and Transit Hub (Depot) as a high priority and has expressed an interest in maximizing its development and economic output potential. In order to accomplish this interest, an Economic Analysis and Development Potential Study needs to be completed. This study will describe the economic environment in which the Depot will operate as a regional multi-modal transit and transportation hub and develop specific strategies that optimize future development opportunities within and adjacent to the Depot. The financial success of the Depot will benefit Ramsey County, the Region and the State. A qualified individual or firm specializing in economic impact and market analyses and development potential studies will be helpful in assuring a positive outcome.

The RCRRA has secured federal funding in the amount of \$170,000 to cover 80% of the cost of the study. The 20% local match of \$42,500 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.

(Executive Summary continued on next page)

ACTION REQUESTED

1. Approve the selection of, and authorization to enter into negotiations with HR&A, 99 Hudson Street, 3rd Floor, New York, NY 10013, for completion of an Economic Analysis and Development Potential Study for The Union Depot
2. Direct staff to return to the Ramsey County Regional Railroad Authority for approval of a final contract for completion of an Economic Analysis and Development Potential Study for The Union Depot

(Executive Summary continued from previous page)

On November 10, 2009, RCRRA authorized staff to issue a Request for Proposals for an Economic Analysis and Development Potential study for the Depot. Eight firms submitted proposals. A Proposal Review Committee (PRC) was formed to review the submitted proposals. The PRC was comprised of staff from RCRRA, City of St. Paul, Metropolitan Council, Washington County RRA, and Dakota County RRA. Six proposals were reviewed as two proposals were deemed nonresponsive as they did not meet the federal requirements. The PRC was extremely impressed by the response to the RFP that was received both locally and nationally. In addition to proposals from local teams, the PRC reviewed proposals from Chicago, New York City, Denver, and Annapolis, MD.

After reviewing the six proposals, the PRC interviewed three consultant firms. The PRC was impressed by the HR&A team's written proposal and oral interview and determined their proposal provided the best-value in terms of experience of the firm, persons assigned, ability to meet the time line, project requirements, and cost allocation.

This study is estimated to be completed in six-months from the notice-to-proceed date. Staff will ensure close coordination with the Construction Manager-at-Risk /Design Team project. Staff recommends entering into a contract with HR&A for the completion of Economic Analysis and Development Potential Study of The Union Depot.

SUBJECT: Selection of Consultant for the Economic Analysis and Development Potential Study for The Union Depot

ATTACHMENTS:

RCRRA Resolution R09-47

PREVIOUS ACTION:

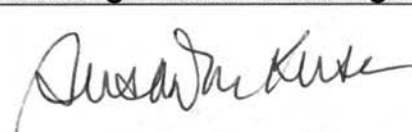
RCRRA Resolution R09-47 authorized the County Manager to issue a Request for Proposals for an Economic Analysis and Development Potential study for The Union Depot Multimodal Transit and Transportation Hub.

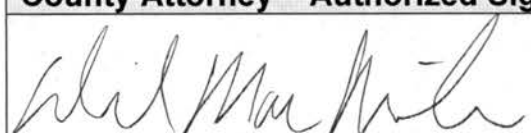
COUNTY MANAGER'S COMMENTS:

The Economic Analysis and Development Potential Study will be beneficial to the long term success and viability of The Union Depot.

SUBJECT: Selection of Consultant for the Economic Analysis and Development Potential Study for The Union Depot

Regional Railroad Authority – Authorized Signature	Date
	1/19/10

Budgeting & Accounting – Authorized Signature	Date
	1/20/10

County Attorney – Authorized Signature	Date
	1/20/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Selection of Consultant for the Economic Analysis and Development Potential Study for The Union Depot

DRAFT RESOLUTION

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

4
5 WHEREAS, The RCRRA has expressed an interest in examining the economic impact and
6 development potential of the Depot; and

7
8 WHEREAS, The Economic Analysis and Development Potential study will describe the
9 economic environment in which the Depot will operate as a regional multi-modal transit hub and
10 develop specific strategies that optimize future development opportunities within and adjacent to
11 the Depot, and

12
13 WHEREAS, The Red Rock Corridor Commission in Resolution 2009-14 authorized the
14 RCRRA the use of \$170,000 in 5339 federal funds for the completion of this study, and

15
16 WHEREAS, RCRRA approved a Subrecipient Agreement with the Metropolitan Council to
17 access federal 5339 funds from the Federal Transit Administration; and

18
19 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

22 WHEREAS, In resolution R09-47, RCRRA authorized the issuance of a Request for
23 Proposals for an Economic Analysis and Development Potential study of The Union Depot
24 Multimodal Transit and Transportation Hub; and

25
26 WHEREAS, A Proposal Review Committee ("PRC"), comprised of staff members from
27 RCRRA, City of St. Paul, Metropolitan Council, Washington County RRA and Dakota County RRA
28 was formed to review proposals from six firms; and

29
30 WHEREAS, The PRC interviewed three consultant firms; and

31
32 WHEREAS, The PRC recommends the selection of HR&A to complete an Economic
33 Analysis and Development Potential study for the Depot on behalf of RCRRA; Now Therefore Be It

34
35 RESOLVED, That the Ramsey County Regional Railroad Authority (RCRRA) approves the
36 selection of, and authorization to enter into negotiations with HR&A, HR&A, 99 Hudson Street, 3rd
37 Floor, New York, NY 10013, for completion of an Economic Analysis and Development Potential
38 Study for The Union Depot; and further be it

39
40 RESOLVED, That the Ramsey County Regional Railroad Authority direct staff to return to
41 the Ramsey County Regional Railroad Authority for approval of a final contract for completion of an
42 Economic Analysis and Development Potential Study for The Union Depot

5

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: November 10, 2009 No.: 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.

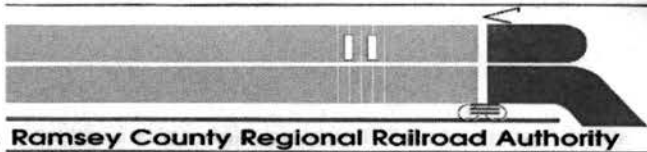
Ramsey County Regional Railroad Authority

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

Jim McDonough, Chair

By: Tony Bennett
Tony Bennett, Secretary

6



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 01/26/10

Regional Railroad Authority Meeting Date:

SUBJECT: Approve Letter of No Prejudice Advanced Traffic Improvements for Central Corridor

EXECUTIVE SUMMARY

On June 9, 2009 the RCRRA approved (R09-24) a funding agreement for preliminary engineering and final design for the Central Corridor. On September 1, 2009 the RCRRA approved (R09-35) a financial commitment for the project not to exceed seven per cent of total project costs or \$65,900,000. The agreement included a provision for public utility relocation activities to be started in downtown Saint Paul under a Letter of No Prejudice (LONP) from the Federal Transit Administration (FTA). The FTA allows for local funding to be used for construction elements prior to the execution of a Full Funding Grant Agreement (FFGA) if these elements are covered under a Letter of No Prejudice. Local funds spent on the work count as local share of the project if it is federally funded but the LONP does not constitute a guarantee of Federal funding. The funding agreement states that future LONP activities require approval of the local funding organizations.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

Approve construction of the Advanced Traffic Improvements in the University of Minnesota area, upon receipt of an FTA Letter of No Prejudice, at a cost to the RCRRA of not more than \$600,000 from the existing RCRRA Central Corridor commitment of \$65,900,000.

1

SUBJECT: Approve Letter of No Prejudice Advanced Traffic Improvements for Central Corridor

EXECUTIVE SUMMARY (Cont.)

In order to meet the construction schedule for a 2014 opening it is necessary to have access to Washington Avenue on the University of Minnesota campus for development as a transit mall. In order to remove existing traffic from Washington Avenue, street improvements need to be made in the area to accommodate the Washington Avenue traffic. These Advanced Traffic Improvements are estimated to cost \$4.5 million with local funding provided by the Counties Transit Improvement Board (\$2.7 million), State of Minnesota (\$0.9 million), Ramsey County Regional Railroad Authority (\$0.6 million), and Hennepin County Regional Railroad Authority (\$0.3 million). These funds are available in the RCRRRA project budget. This advanced local funding will be credited against the entire project funding once the FFGA is executed. If the project is not completed, there will not be Federal reimbursement for the Federal share of these funds.

The work would not be started without a Letter of No Prejudice from FTA. The Metropolitan Council expects to award a contract in March of 2010.

The anticipated funding split for the entire project remains:

- 50% Federal
- 30% Counties Transit Improvement Board
- 10% State
- 7% Ramsey County Regional Railroad Authority
- 3% Hennepin County Regional Railroad Authority

SUBJECT: Approve Letter of No Prejudice Advanced Traffic Improvements for Central Corridor

ATTACHMENTS:

PREVIOUS ACTIONS:

R09-24, dated June 9, 2009 approved an Agreement with the Metropolitan Council for Preliminary Engineering and Final Design for Central Corridor

R09-35, dated September 1, 2009 authorized RCRRA funding of 7% of the capital cost of the Central Corridor light rail project, up to \$65.9 million.

COUNTY MANAGER'S COMMENTS:

Approval of these Advanced Traffic Improvements is important in order to maintain the Central Corridor budget and schedule.

SUBJECT: Approve Letter of No Prejudice Advanced Traffic Improvements for Central Corridor

Regional Railroad Authority – Authorized Signature	Date
	1/19/20

Budgeting & Accounting – Authorized Signature	Date
	1/20/10

County Attorney – Authorized Signature	Date
	1/20/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approve Letter of No Prejudice Advanced Traffic Improvements for Central Corridor

Draft Resolution

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

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

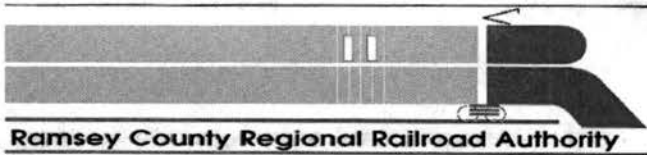
7 WHEREAS, The Metropolitan Council will be conducting preliminary engineering and final
8 design for the project in 2010; and
9

10 WHEREAS, In order to maintain the project schedule Advanced Traffic Improvements need
11 to be made at the University of Minnesota; and
12

13 WHEREAS, The Federal Transit Administration allows for early construction under a Letter
14 of No Prejudice; now, therefore be it
15

16 RESOLVED, That the Ramsey County Regional Railroad Authority hereby approve
17 construction of the Advanced Traffic Improvements in the University of Minnesota area, upon
18 receipt of an FTA Letter of No Prejudice, at a cost to the RCRRA of not more than \$600,000 from
19 the existing RCRRA Central Corridor commitment of \$65,900,000.

5



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 01/26/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Central Corridor Project Update

EXECUTIVE SUMMARY:

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

ACTION REQUESTED:

None. For information and discussion only.

SUBJECT: Central Corridor Project Update

ATTACHMENTS:

None

PREVIOUS ACTION:

N/A

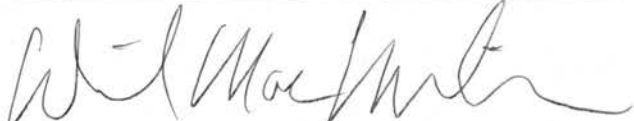
COUNTY MANAGER'S COMMENTS:

2

SUBJECT: Central Corridor Project Update

Regional Railroad Authority – Authorized Signature	Date
	1/19/10

Budgeting & Accounting – Authorized Signature	Date
	1/20/10

County Attorney – Authorized Signature	Date
	1/20/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Central Corridor Light Rail Transit

Ramsey County
Regional Rail Authority
January 26, 2010



*Improving
mobility*

*Easing
congestion*

*Strengthening
our communities*



Metropolitan Council

Central Corridor Light Rail Transit

Today's Topics

- Project update
- 2010 project schedule look ahead



Central Corridor Light Rail Transit



Project Update

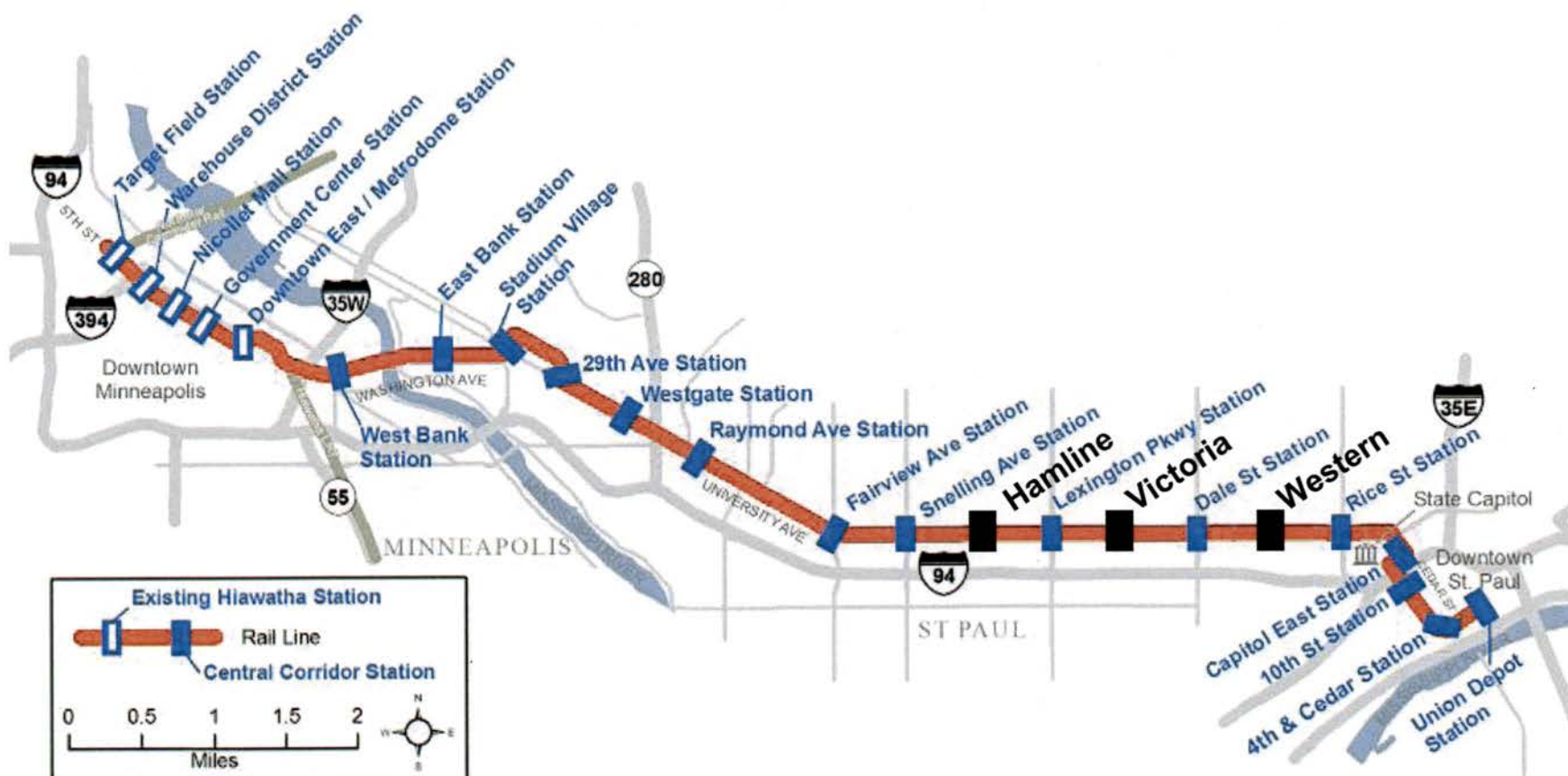
Mark Fuhrmann
Project Director

FTA 2010 Project Rating

Local Financial Commitment	Medium
New Starts Share	Medium
Capital Plan	Medium
Operating Plan	Medium High
Project Justification	Medium High
Environmental Benefits	Medium
Mobility Improvements	Medium
Cost Effectiveness	Medium
Land Use	Medium High
Overall Project Rating	Medium High

Central Corridor Light Rail Transit

Potential Infill Station Locations



Infill Stations NEPA Work



- ✓ Jan. 11 – EA NOA published
- Jan. 27 – Public hearings at Hallie Q Brown Community Center
 - 11 AM
 - 6 PM
- Feb. 10 – Comment period closes
- Feb. 19 – FTA issues finding

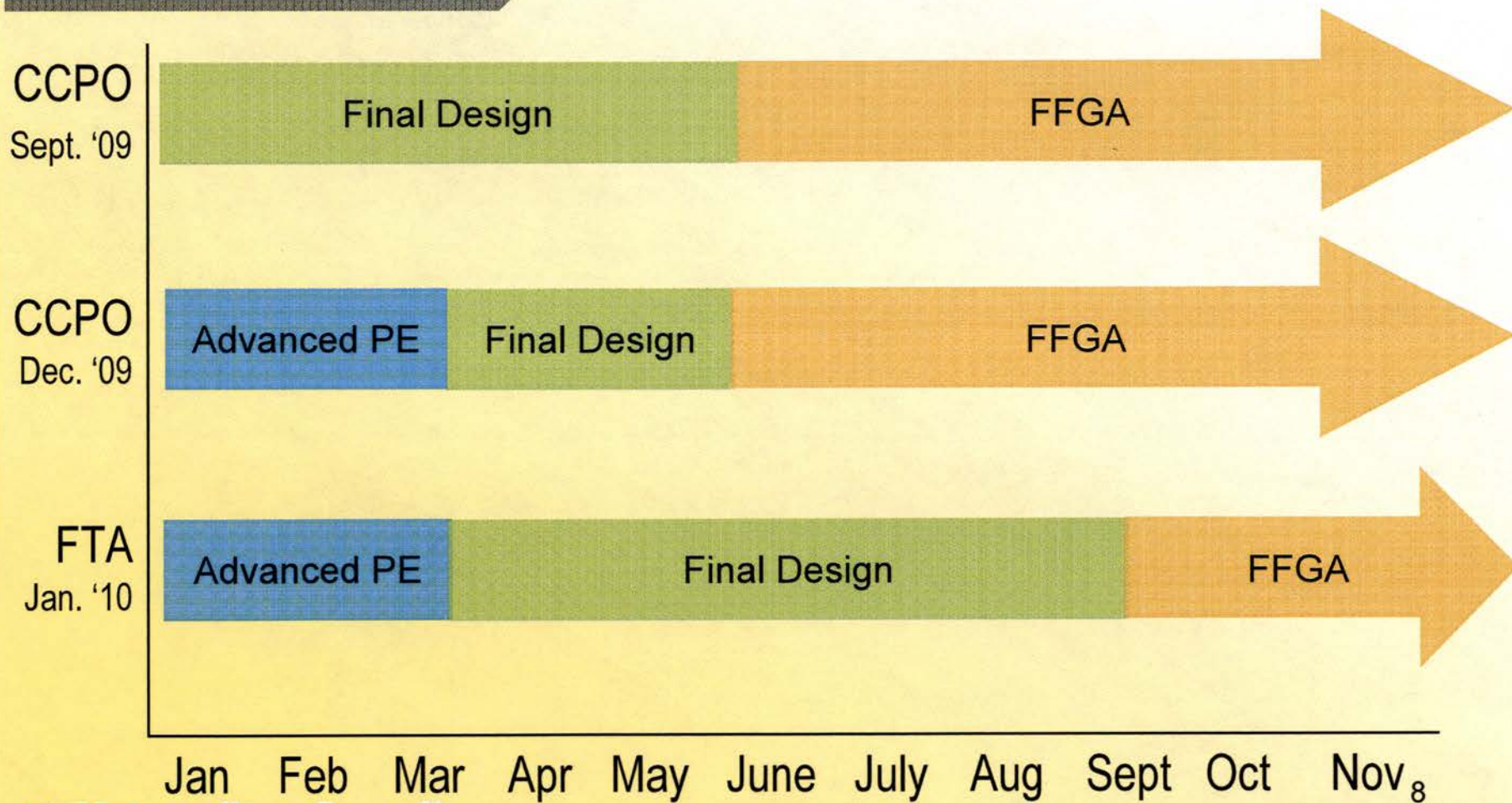
Central Corridor Light Rail Transit



2010 Project Schedule Look Ahead

Central Corridor Light Rail Transit

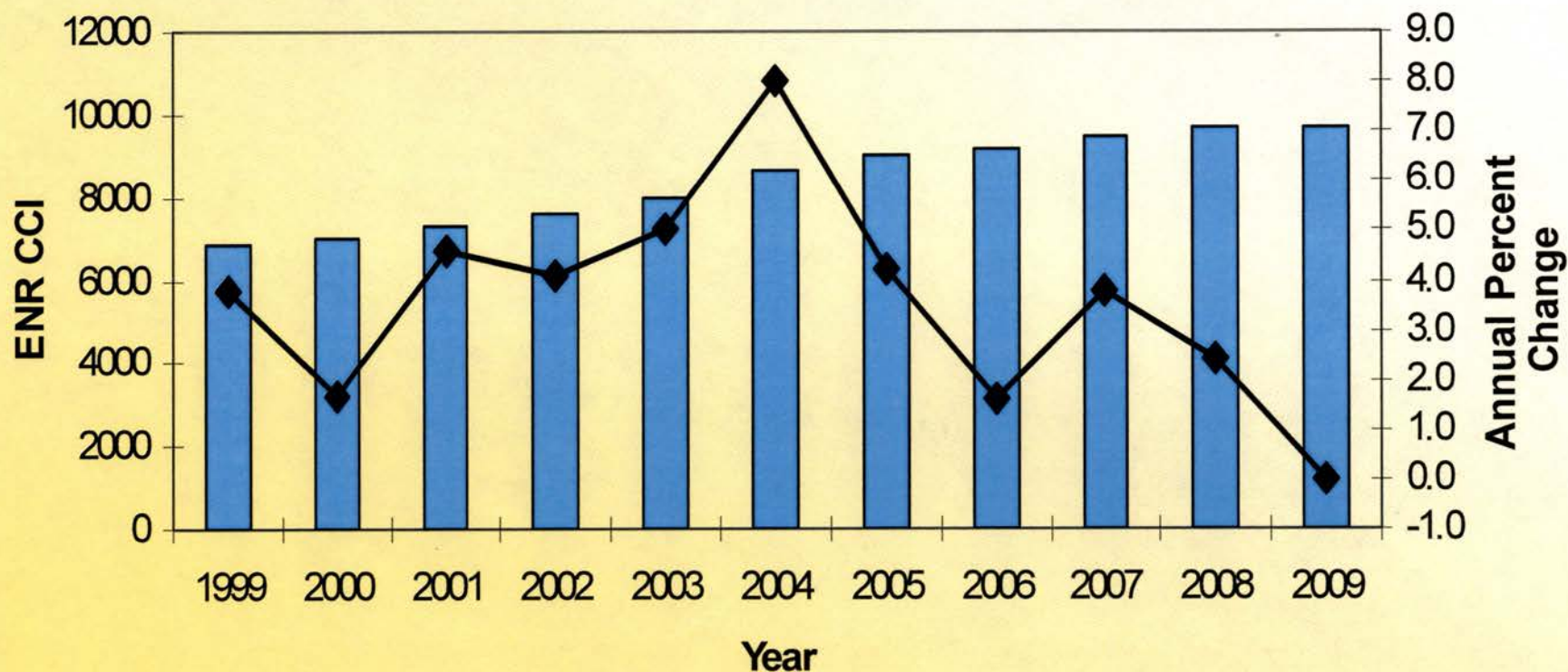
2010 Project Schedule



Central Corridor Light Rail Transit

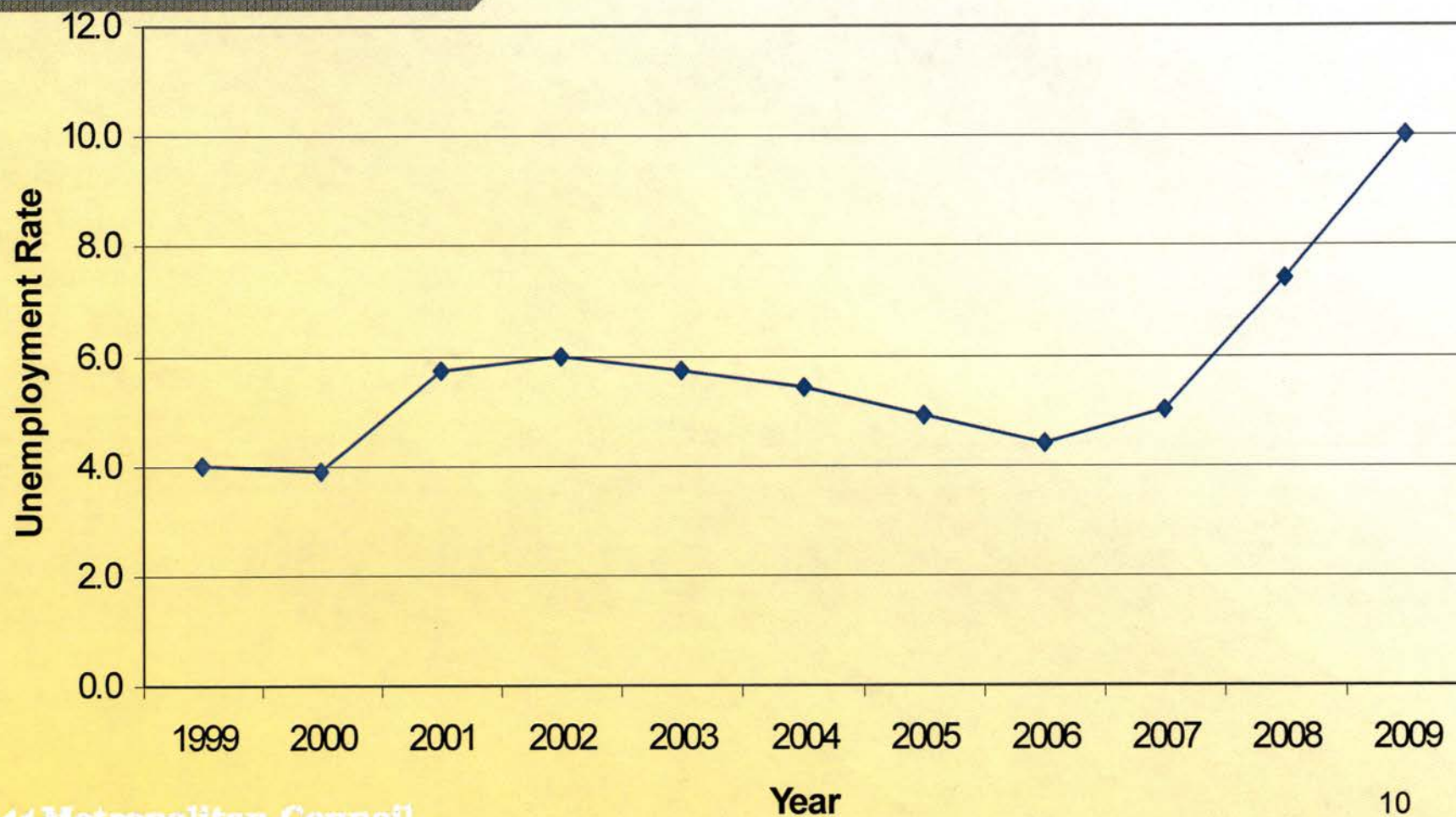
ENR Construction Cost Index (Mpls 1999-2009)

ENR Construction Cost Index (CCI) - Minneapolis (1999 - 2009)



Central Corridor Light Rail Transit

National Unemployment 1999-2009



Central Corridor Light Rail Transit

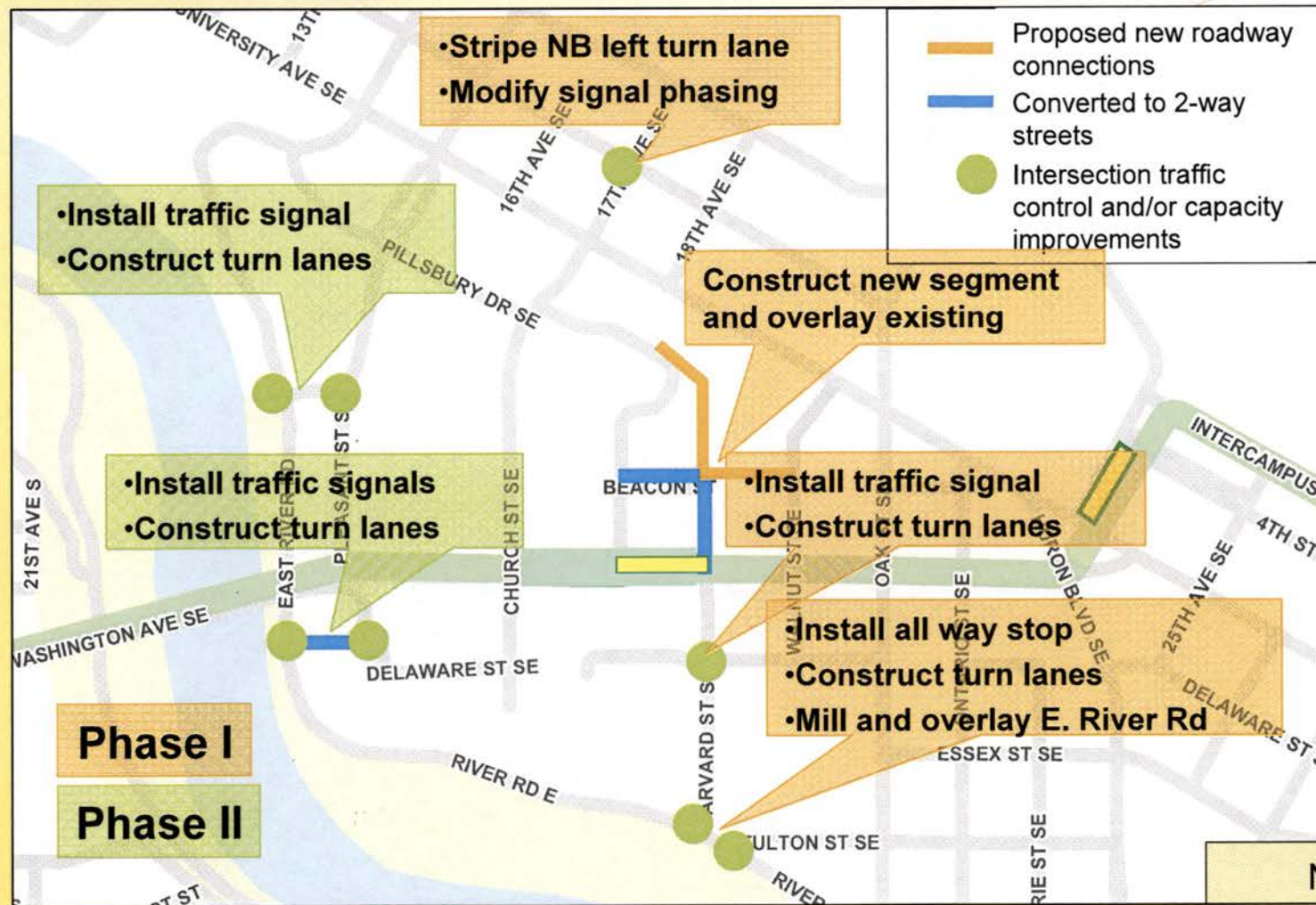
CCPO Schedule Assumptions



- FTA issues Letter of No Prejudice for Advanced Traffic Improvement (ATI)
- Engineer's estimate ATI cost between \$4.5 million
- Met Council awards contract March 2010

Advanced Traffic Improvements

Central Corridor Light Rail Transit



**Central Corridor
Light Rail Transit**

CCPO Schedule ATI Local Funding

Funding Partner Commitment	Amount (in \$ millions)
Counties Transit Improvement Board	\$2.7
State of Minnesota	\$0.9
Ramsey County Regional Rail Auth.	\$0.6
Hennepin County Regional Rail Auth.	\$0.3
Total	\$4.5

CCPO Schedule Assumptions

- Met Council awards major contracts after
Full Funding Grant Agreement

July 2010

- Civil East Construction
- Civil West Construction
- Light Rail Vehicles

Aug. 2010

- Systems Construction
- Operations and Maintenance
Facility construction

Central Corridor Light Rail Transit

FTA Roadmap Assumptions



- FTA awards FFGA on Sept. 1, 2010
- FTA grants pre-award authority upon completion of NEPA
 - Right of way acquisition (\$25 million)
 - Light rail vehicles (\$4 million - design)

Central Corridor Light Rail Transit

FTA Roadmap Assumptions

- FTA issues Letters of No Prejudice
 - Advanced Traffic Improvement (\$4.5 million)
 - Civil East (\$20 million)
 - Civil West (\$10 million)
 - Systems (\$8 million)



**Central Corridor
Light Rail Transit**

Comparison of 2009/2010 Pre-Award & LONP Contract Commitments Pre FFGA

Agency Commitment	CCPO Schedule (in \$ millions)	FTA Roadmap (in \$ millions)
CTIB	25.0	50.2
State	8.3	16.7
RCRRA	5.8	11.7
HCRRA	2.5	5.0
Total	41.6	83.5

Total Project Budget	941.3	941.3
Percent Pre-FFGA	4%	9%

CCPO schedule assumes FFGA July 1, 2010 with two LONPs and pre-award authority

FTA Roadmap assumes FFGA Sept. 1, 2010 with five LONPs and two pre-award authority

Northstar LONPs Percentage of Project Cost

LONP Description	Amount (in \$ millions)	% of Project Cost Pre - FFGA
Locomotives	10.7	3%
Construction	49.4	16%
Mpls Sewer & Water	1.1	0%
BNSF Earnest	10.0	3%
BNSF 1st Closing	24.0	8%
TOTAL LONP	95.2	30%
Total Project Cost	317.4	

Summary



- Request approval of local funding commitment for ATI upon receipt of LONP
- Continue to refine FFGA and contract schedule need for additional LONPs
- Provide regular updates to Met Council and funding partners

Central Corridor Light Rail Transit

More Information

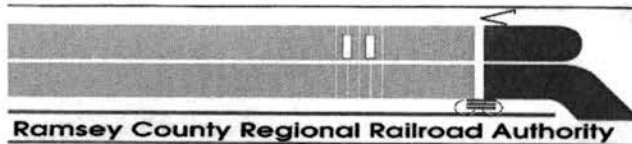
Check out our website:

- www.centralcorridor.org

Contact Central Corridor Project Office:

- 540 Fairview Avenue North
St. Paul, MN 55104
- Comment Line: 651-602-1645
- Email: centralcorridor@metc.state.mn.us





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

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

February 2, 2010

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

.....
ROLL CALL and Call to Order

AGENDA of the February 2, 2010 Board Meeting is presented for approval.

MINUTES of the January 26, 2010 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Ratification of Report of Contracts

Board Action Requested:

Approve the report of contracts for the period of October 1, 2009 through December 31, 2009.

2. Ratification and confirmation of the Ramsey County Manager signature on Acknowledgement of Concourse Structure Possession Date

Board Action Requested:

- 1) Ratify and confirm the authority of the Ramsey County Manager to sign the Acknowledgement of Concourse Structure Possession Date, dated January 21, 2010.
- 2) Authorize the Ramsey County Manager to execute and deliver all documents necessary to obtain access to the Union Depot site for purposes of survey, testing, or other purposes related to the development of the Union Depot as a multi-modal transit hub, subject to prior approval by the County Attorney's office.

3. Authorize a contract for the Economic Analysis and Development Potential Study for The Union Depot

Board Action Requested:

Authorize the County Manager to execute a contract with HR&A Advisors Inc., 99 Hudson Street, 3rd Floor, New York, NY 10013, for completion of an Economic Analysis and Development Potential Study for The Union Depot for a not-to-exceed price of \$212,500, subject to approval by the County Attorney's Office, Regional Railroad Authority, and Budgeting and Accounting.

(Continued)

4. **Authorize RCRRA funding to the Metropolitan Council for the third Central Corridor infill station**

Board Action Requested:

That the Ramsey County Regional Railroad Authority commit \$520,000 to the Central Corridor project to provide its share of the cost for the three infill stations.

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

January 26, 2010

The Ramsey County Regional Railroad Authority met with the following members present: Bennett (late), Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: None. Also present were Julie Kleinschmidt, County Manager, and David MacMillan, Assistant County Attorney.

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

AGENDA

Commissioner Reinhardt moved approval of the Agenda of the January 26, 2010 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Reinhardt, Rettman, Carter, Ortega, Parker, McDonough – 6. Nays – 0.

MINUTES

Commissioner Reinhardt moved approval of the Minutes of the January 12, 2010 Board Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – Reinhardt, Rettman, Carter, Ortega, Parker, McDonough – 6. Nays – 0.

1. Selection of Consultant for the Economic Analysis and Development Potential Study for The Union Depot

[Commissioner Bennett arrived at this point]

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

Commissioner Rettman asked if the six month study would come back to the Board after its completion.

Tim Mayasich, Director, Ramsey County Regional Railroad Authority (RCRRA), replied that the consultant, HR&A Advisors Inc, will coordinate with Mortenson Construction who also has an economic component in their contract for The Union Depot design and construction. The RCRRA staff will update the Board on the study's progress and present the study's recommendations once completed.

Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker, McDonough – 7. Nays – 0.
(R10-12)

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

WHEREAS, The RCRRA has expressed an interest in examining the economic impact and development potential of the Depot; and

WHEREAS, The Economic Analysis and Development Potential study will 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 RCRRA 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, In resolution R09-47, RCRRA authorized the issuance of a Request for Proposals for an Economic Analysis and Development Potential study of The Union Depot Multimodal Transit and Transportation Hub; and

WHEREAS, A Proposal Review Committee ("PRC"), comprised of staff members from RCRRA, City of St. Paul, Metropolitan Council, Washington County RRA and Dakota County RRA was formed to review proposals from six firms; and

WHEREAS, The PRC interviewed three consultant firms; and

WHEREAS, The PRC recommends the selection of HR&A to complete an Economic Analysis and Development Potential study for the Depot on behalf of RCRRA; Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority (RCRRA) approves the selection of, and authorization to enter into negotiations with HR&A, HR&A, 99 Hudson Street, 3rd Floor, New York, NY 10013, for completion of an Economic Analysis and Development Potential Study for The Union Depot; and be it further

RESOLVED, That the Ramsey County Regional Railroad Authority direct staff to return to the Ramsey County Regional Railroad Authority for approval of a final contract for completion of an Economic Analysis and Development Potential Study for The Union Depot.

2. Approve Letter of No Prejudice Advanced Traffic Improvements for Central Corridor

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

Chair McDonough offered an explanation of this item, and said the Federal Transit Administration (FTA) is allowing them to move forward with Letters of No Prejudice (LONP) to keep the project on time and on budget. They issue these letters to allow us to spend local funds at 100%. Once the Full Funding Grant Agreement (FFGA) is reached, the federal funds will be matched. Until we have the FFGA, the local funds will be spent with a risk. However, almost every project in this country moves forward with a LONP and there has never been a project that has not received the FFGA by moving forward. The RCRRA did a LONP for the 4th Street utility relocation work that is currently taking place. They also are doing one for some work at the University. Additional LONP's will come forward with the Civil East contract in the near future.

Commissioner Carter commented that it may be possible for Ramsey County to explore with the Project Office the use of a potential early systems work agreement, a strategy which is now being used by the new Federal Administration, which would provide for payment of that early work.

Commissioner Bennett asked what Ramsey County has expended to date under the LONP and what they anticipate spending prior to receiving federal funds in September or October.

Mark Fuhrmann, Deputy General Manager for Metro Transit and Director of the Central Corridor Light Rail Transit Project, said the actual out of pocket expenditures for the RCRRA in terms of paying bills through November 30, 2010 is about \$200,000 to \$250,000. The expenditures are forecasted to be between \$11 million and \$12 million prior to the FFGA.

Chair McDonough clarified that there is a difference between committing the funds to allow a contract to move forward and actually having to expend the funds at the time of the FFGA.

Commissioner Bennett asked for the total cost of the 4th Street utilities work.

Mr. Fuhrmann said the engineer's estimate prior to opening bids last year was \$16 million and the award was for \$12.1 million.

Commissioner Carter asked if there is a plan to explore a relationship with the federal government for early systems work agreement with any of the work proceeding before the FFGA.

Mr. Fuhrmann said early systems work agreement is a tool the FTA uses to advance these projects forward while awaiting the FFGA. However, while this technique does lessen the risk for the local funding partners, it does require congressional action for FTA to issue an early systems work agreement and to make those funds available. There is no federal action required for FTA to issue a LONP.

Commissioner Ortega commented that there is minimal risk with the LONP and they should focus on the FFGA.

Commissioner Bennett asked about the cost to Ramsey County for acquiring the diagonal station at 4th Street and Cedar Street.

Mr. Fuhrmann said the early plan was for St. Paul to acquire the properties at the diagonal but this shifted last August to the project budget. Therefore, all project partners including the RCRRA per the 7% share will participate in the funding of that acquisition. He said the cost has not been determined because value of the property acquisition has not yet been negotiated. The Metropolitan Council is currently in the process of completing the appraisals prior to making offers to the property owners.

Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker, McDonough – 7. Nays – 0.
(R10-13)

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

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

WHEREAS, The Metropolitan Council will be conducting preliminary engineering and final design for the project in 2010; and

WHEREAS, In order to maintain the project schedule Advanced Traffic Improvements need to be made at the University of Minnesota; and

WHEREAS, The Federal Transit Administration allows for early construction under a Letter of No Prejudice; now, therefore be it

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approve construction of the Advanced Traffic Improvements in the University of Minnesota area, upon receipt of an FTA Letter of No Prejudice, at a cost to the RCRRA of not more than \$600,000 from the existing RCRRA Central Corridor commitment of \$65,900,000.

3. Central Corridor Project Update

Mark Furhmann, Deputy General Manager for Metro Transit and Director of the Central Corridor Light Rail Transit Project, said he would highlight a few of the key points in his presentation of the project update. He referred the Board to the FTA 2010 Project Rating sheet and pointed out that the project's overall rating is "Medium High", and is one of about a half dozen projects in the country that have achieved that rating. In

about a week, it is expected that the FTA will release their updated fiscal 2011 New Starts report and will refresh this rating for the project. Also expected to come with the report is the President's proposed 2011 budget, which has been requested to contain a line item recommendation for Central Corridor.

Commissioner Parker asked how many of the half dozen projects in the country will receive funding.

Mr. Fuhrmann said his speculation is that it would likely be more than half but not all of them. FTA evaluates these projects based on their readiness. Our project is in a solid position and we have been working hard to receive favorable response and recommendation from the FTA.

Chair McDonough pointed out that even if Central Corridor is not included as a line item in the President's budget, it should not be interpreted that we are not in the position to move the project forward.

Commissioner Bennett asked how the project will be affected if the University and diagonal issues are not solved.

Mr. Fuhrmann said the issue of the outstanding U of M lawsuit may slow the project but may not disqualify the project from proceeding to its FFGA. As for the diagonal, they will have to work with the owner. If they are a willing seller it will be a quicker process. If they are unwilling to sell, then eminent domain can be initiated.

Mr. Fuhrmann then referred to the slide with the ENR (Engineering News-Record) Construction Cost Index to show how the construction costs have changed from 1999 to 2009, which is at 0.0 for this market in the last 12 months. The next slide showed the national unemployment rate from 1999 to 2009, which is currently at a peak of 10%. He added that the construction trade unemployment was more than twice as high at 22.5% at the end of 2009.

Commissioner Parker asked how many jobs will be created by the Central Corridor altogether.

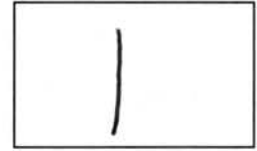
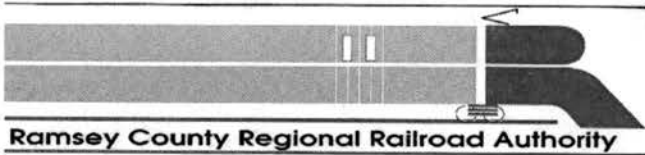
Mr. Fuhrmann said 800 construction jobs will be created over the construction timeline of four years, from 2010 to 2014.

Mr Fuhrmann proceeded to the summary page for the FTA's schedule of issuing LONP for 2010, which showed the upcoming LONP for the Civil East, Civil West and Systems contracts. He also shared with the Board a Comparison of 2009-2010 Pre-Award and LONP Contract Commitment.

Commissioner Parker expressed her thanks on behalf of the Board to Mark Fuhrmann, Tim Mayasich and the RCRR staff for the work that has been done on this project.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 11:23 AM.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 02/02/2010

Regional Railroad Authority Meeting Date: _____

SUBJECT Ratification of Report of Contracts

EXECUTIVE SUMMARY

A report of contracts approved by the County Manager for the period of October 1, 2009 through December 31, 2009 is attached.

ACTION REQUESTED

Approve the report of contracts for the period of October 1, 2009 through December 31, 2009.

SUBJECT: Ratification of Report of Contracts

ATTACHMENTS:

Quarterly reports of contracts for the period of October 1, 2009 through December 31, 2009

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

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

SUBJECT: Ratification of Report of Contracts

Regional Railroad Authority – Authorized Signature	Date
	1/26/10

Budgeting & Accounting – Authorized Signature	Date
	1/27/10

County Attorney – Authorized Signature	Date
	1/27/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Ratification of Report of Contracts

Draft Resolution

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

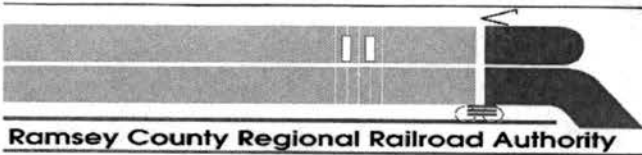
3
4 RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the
5 Quarterly Report of Contracts for the period of October 1, 2009 through December 31, 2009.

REPORT OF CONTRACTS PURSUANT TO RESOLUTION R98-34

QUARTER ENDING December 31, 2009

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT
RRA 871	Linda G. Oman	02-Oct-09	\$2,500.00	Provide professional reporting/transcription services for the Union Depot Environmental Assessment public hearings held on 9/9/09 at the St Paul Union Depot.
RRA 872	Nicholas J. Tveitbakk	26-Oct-09	\$500.00	Provide a two-minute multilayered audio track for the Union Depot.
RRA 707	URS Corporation	19-Nov-09	-----	Amendment to extend end date from 6/30/2009 to 12/31/2009. Provide conceptual engineering and environmental assessment services for the Union Depot.
RRA 885	CB Richard Ellis, Inc.	10-Dec-09	\$500.00	Provide an appraisal to estimate the Insurable Replacement Values of the Union Depot. Services to be completed within 30 days after contract execution.

Attachment



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 02/02/2010

Regional Railroad Authority Meeting Date: _____

SUBJECT: Ratification and confirmation of the Ramsey County Manager signature on Acknowledgement of Concourse Structure Possession Date

EXECUTIVE SUMMARY

On October 23, 2007, by Resolution No. R07-44, the Ramsey County Regional Railroad Authority (RCRRA) entered into a purchase agreement and contract for deed with the United States Postal Service (USPS) for the purchase of the Union Depot Concourse and related property for the development of a multi-modal transit center in downtown St. Paul.

Pursuant to Article 6, paragraph 6.1 of the contract for deed, the RCRRA may acquire possession of the Concourse Structure prior to Deed Effective date as identified in the contract for deed by performing certain acts and by executing a written "Acknowledgement of Concourse Structure Possession Date".

On January 12, 2010, the RCRRA entered into a contract for the design and rehabilitation of the Concourse Structure. Due to the possible availability of Federal Funds, the design and rehabilitation of the Concourse Structure is subject to a very fast timetable and design and construction must begin without delay.

(Executive Summary continued on next page)

ACTION REQUESTED

- 1) Ratify and confirm the authority of the Ramsey County Manager to sign the Acknowledgement of Concourse Structure Possession Date, dated January 21, 2010.
- 2) Authorize the Ramsey County Manager to execute and deliver all documents necessary to obtain access to the Union Depot site for purposes of survey, testing, or other purposes related to the development of the Union Depot as a multi-modal transit hub, subject to prior approval by the County Attorney's office.

SUBJECT: Ratification and confirmation of the Ramsey County Manager signature on Acknowledgement of Concourse Structure Possession Date

(Executive Summary continued from previous page)

In order for the design and rehabilitation of the concourse structure to proceed on schedule, the contractor, M.A. Mortenson, needed access to the Concourse Structure to conduct tests and surveys as early as possible. There was an urgent need to obtain a signature of an official of the RCRRA to the Acknowledgement of Concourse Structure Possession Date to allow the contractor access to the structure to conduct tests and surveys. On the advice of the County Attorney, the Ramsey County Manager signed the Acknowledgement of Concourse Possession Date, attached hereto as Exhibit A, on behalf of the RCRRA on January 21, 2010.

SUBJECT: Ratification and confirmation of the Ramsey County Manager signature on Acknowledgement of Concourse Structure Possession Date

ATTACHMENTS:

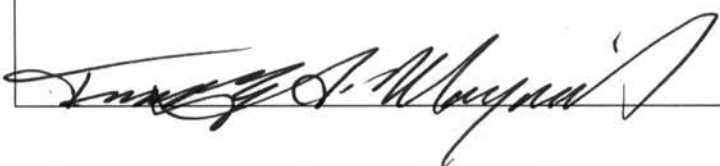
Exhibit A - Acknowledgement of Concourse Structure Possession Date

PREVIOUS ACTION:

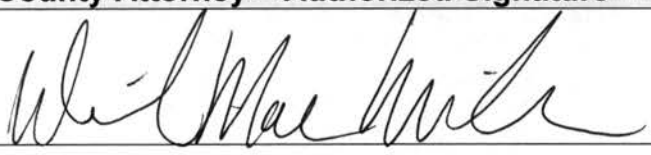
COUNTY MANAGER'S COMMENTS:

The County Manager signed the Acknowledgement of Concourse Structure Possession Date to avoid project delay.

SUBJECT: Ratification and confirmation of the Ramsey County Manager signature on Acknowledgement of Concourse Structure Possession Date

Regional Railroad Authority – Authorized Signature	Date
	1/26/10

Budgeting & Accounting – Authorized Signature	Date
	1/27/10

County Attorney – Authorized Signature	Date
	1/27/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Ratification and confirmation of the Ramsey County Manager signature on Acknowledgement of Concourse Structure Possession Date

Draft Resolution

1 WHEREAS, In October, 2007, by Resolution No. R07-44, The Ramsey County Regional Railroad
2 Authority (RCRRA) entered into a purchase agreement and contract for deed with the United States Postal
3 Service (USPS) for the purchase of the Union Depot Concourse and related property for the development of
4 a multi-modal transit center in downtown St. Paul, Minnesota; and

5
6 WHEREAS, Pursuant to Article 6, paragraph 6.1 of the contract for deed, the RCRRA may acquire
7 possession of the Concourse Structure prior to Deed Effective date as identified in the contract for deed by
8 performing certain acts and by executing a written "Acknowledgement of Concourse Structure Possession
9 Date"; and

10
11 WHEREAS, On January 12, 2010, the RCRRA entered into a contract for the design and
12 rehabilitation of the Concourse Structure; and

13
14 WHEREAS, Due to the possible availability of Federal Funds the design and rehabilitation of the
15 Concourse Structure is subject to a very fast timetable and design and construction must begin without
16 delay; and

17
18 WHEREAS, The Contractor for the RCRRA needed access to the Concourse Structure to conduct
19 tests and surveys as early as possible; and

20
21 WHEREAS, There was an urgent need to obtain signature of an official of the RCRRA to the
22 Acknowledgement of Concourse Structure Possession Date to allow the RCRRA'S contractor access to the
23 structure to conduct tests and surveys; and

24
25 WHEREAS, Due to the urgency of the need for action and on advice of the County Attorney, the
26 Ramsey County Manager on January 21, 2010, signed the Acknowledgement of Concourse Possession
27 Date, attached hereto as exhibit A, on behalf of the RCRRA; and,

28
29 WHEREAS, It is desirable that the RCRRA ratify and confirm the actions of the Ramsey County
30 Manager; and

31
32 WHEREAS, additional documents in the form of licenses or permits between the RCRRA and USPS
33 will be necessary to permit the RCRRA contractors to enter on to the Union Depot site for testing purposes,
34 and the contents and nature of such documents will require expedited signature and approval by the
35 RCRRA or its designee; Now, therefore be it

36
37 RESOLVED, That the Ramsey County Regional Railroad Authority ratifies and confirms the
38 authority of the Ramsey County Manager to sign the Acknowledgement of Concourse Possession Date
39 attached hereto as Exhibit A, dated January 21, 2010; and be it further

40
41 RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the Ramsey County
42 Manager to execute and deliver all documents necessary to obtain access to the Union Depot site for
43 purposes of survey, testing, or other purposes related to the development of the Union Depot as a multi-
44 modal transit hub, subject to prior approval by the County Attorney's office.

**SECTION 106 COMPLETION NOTICE AND
ACKNOWLEDGEMENT OF CONCOURSE STRUCTURE POSSESSION DATE**

United States Postal Service, an independent establishment of the executive branch of the government of the United States ("**Seller**"), and Ramsey County Regional Railroad Authority, a political subdivision and local government unit of the State of Minnesota ("**Buyer**") are the parties to the Contract for Deed dated May 22, 2008 and recorded on May 23, 2008 in the Office of the County Recorder, Ramsey County, Minnesota as document number 4098186 (the "**Contract for Deed**"). Seller is selling a portion of Seller's main post office facility in St. Paul, Minnesota to Buyer pursuant to the Contract for Deed. Each capitalized term in this agreement that this agreement does not define has the meaning the Contract for Deed gives it.

On January 4, 2010 the Minnesota State Historic Preservation Office delivered to Seller the attached letter confirming that Seller's transfer of the Concourse Structure to Buyer will have no adverse effect on properties eligible for or listed in the National Register of Historic Places, provided that a recorded copy of a Conservation Easement is submitted to SHPO. SHPO has since confirmed that it received the attached recorded copy of the Conservation Easement. Therefore, Seller hereby notifies Buyer that Seller has completed the Section 106 Process with respect to the Concourse Structure. This is the Section 106 Completion Notice under Paragraph 6.1 of the Contract for Deed.

Pursuant to and in accordance with the terms of the Contract for Deed, Seller hereby transfers possession of the Concourse Structure to Buyer and Buyer hereby accepts possession of the Concourse Structure. The Concourse Structure Possession Date is the date of this agreement, and this is the "Acknowledgment of Concourse Structure Possession Date" under Paragraph 6.1 of the Contract for Deed.

Dated January 21, 2010

Ramsey County Regional Railroad Authority

By: Julie Kleinschmidt
Name: JULIE KLEINSCHMIDT
Title: COUNTY MANAGER

United States Postal Service

By: [Signature]
Name: Randyl W. Alder
Title: Contracting Officer

Copy of January 4, 2010 Letter



STATE HISTORIC PRESERVATION OFFICE

January 4, 2010

Mr. Dallan Wordekemper
Federal Preservation Officer
CPM, Real Estate Specialist – Facilities
United States Postal Service
4301 Wilson Boulevard, Suite 300
Arlington, VA 22203-1861

RE: Proposed transfer of parking area, 1978 Kellogg Dock Addition and St. Paul Union Depot Concourse and Walkway to the Ramsey County Regional Rail Authority
St. Paul, Ramsey County
SHPO Number: 2007-2730

Dear Mr. Wordekemper:

We have recently received the signed Conservation Easement Agreement for this project.

Therefore, pursuant to 36 CFR 800.9(c)(2), we conclude that the above reference property transfer will have **no adverse effect** on properties eligible for or listed in the National Register of Historic Places, provided that a recorded copy of the easement is submitted to us when available.

Please contact our Compliance Section at (651) 259-3455 if you have any questions regarding our review of this project.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Britta L. Bloomberg'.

Britta L. Bloomberg
Deputy State Historic Preservation Officer

cc: Randy Alder, USPS, Colorado

Copy of Recorded Conservation Easement

CONSERVATION EASEMENT AGREEMENT

This Conservation Easement Agreement (this "Agreement") dated November 17, 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").

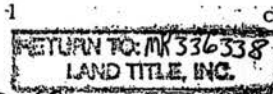
Recitals:

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

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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 to 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.

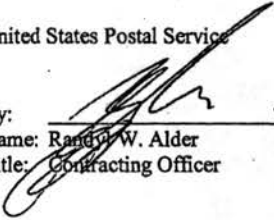
13. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be given by personal delivery, recognized overnight courier service, electronically confirmed telecopy with a follow-up copy by first class mail sent on or before the next business day, or 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: 

Name: Randy W. Alder

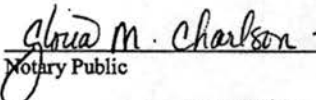
Title: Contracting Officer

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.


Notary Public

My Commission Expires
June 28, 2009

2013 -



Ramsey County

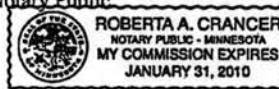
By: Jan Parker
Name: Chair, Ramsey County Board of Commissioners
Title: Jan Parker

2009-389

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 17th day of November, 2009, by Jan Parker, the Chair of Ramsey County, a political subdivision of the State of Minnesota, on behalf of Ramsey County.

Roberta A. Crancer
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
Jim McDonough, its Chair

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 19th day of November, 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.

Roberta A. Crancer

Notary Public

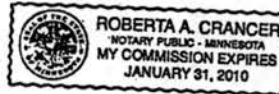


EXHIBIT A

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.

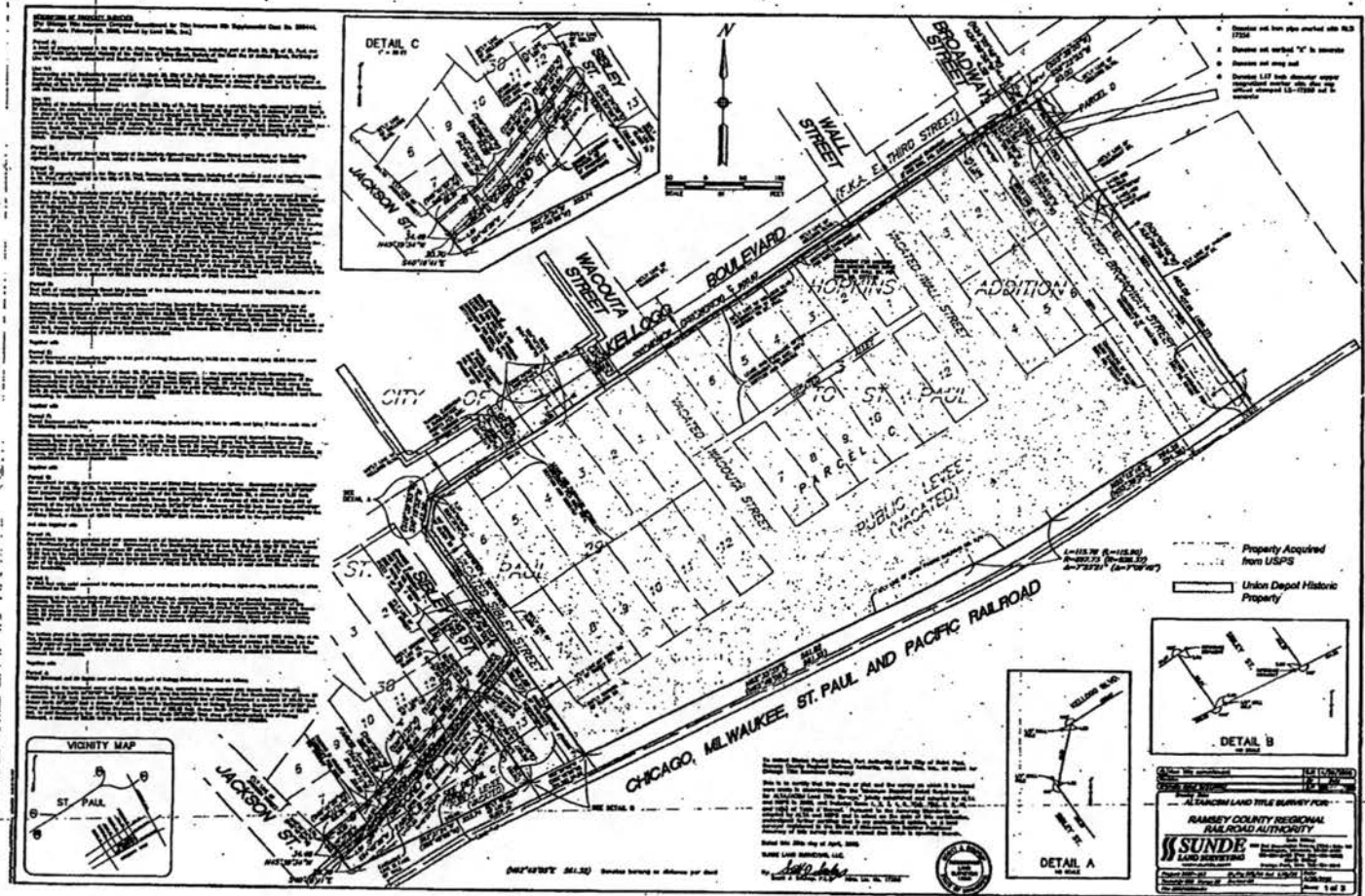
EXHIBIT B
Depiction of the Property

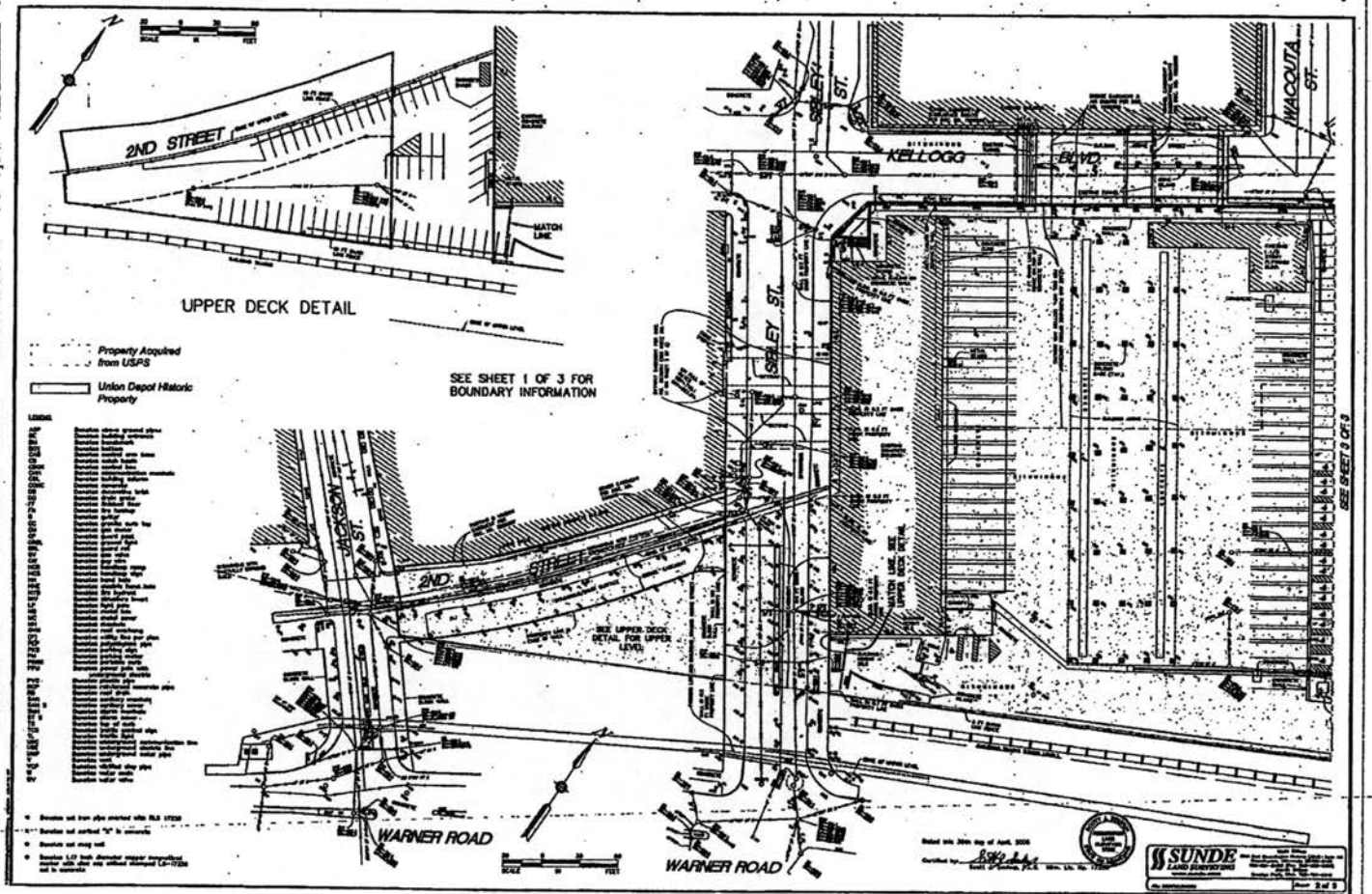
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Conservation Easement Agreement

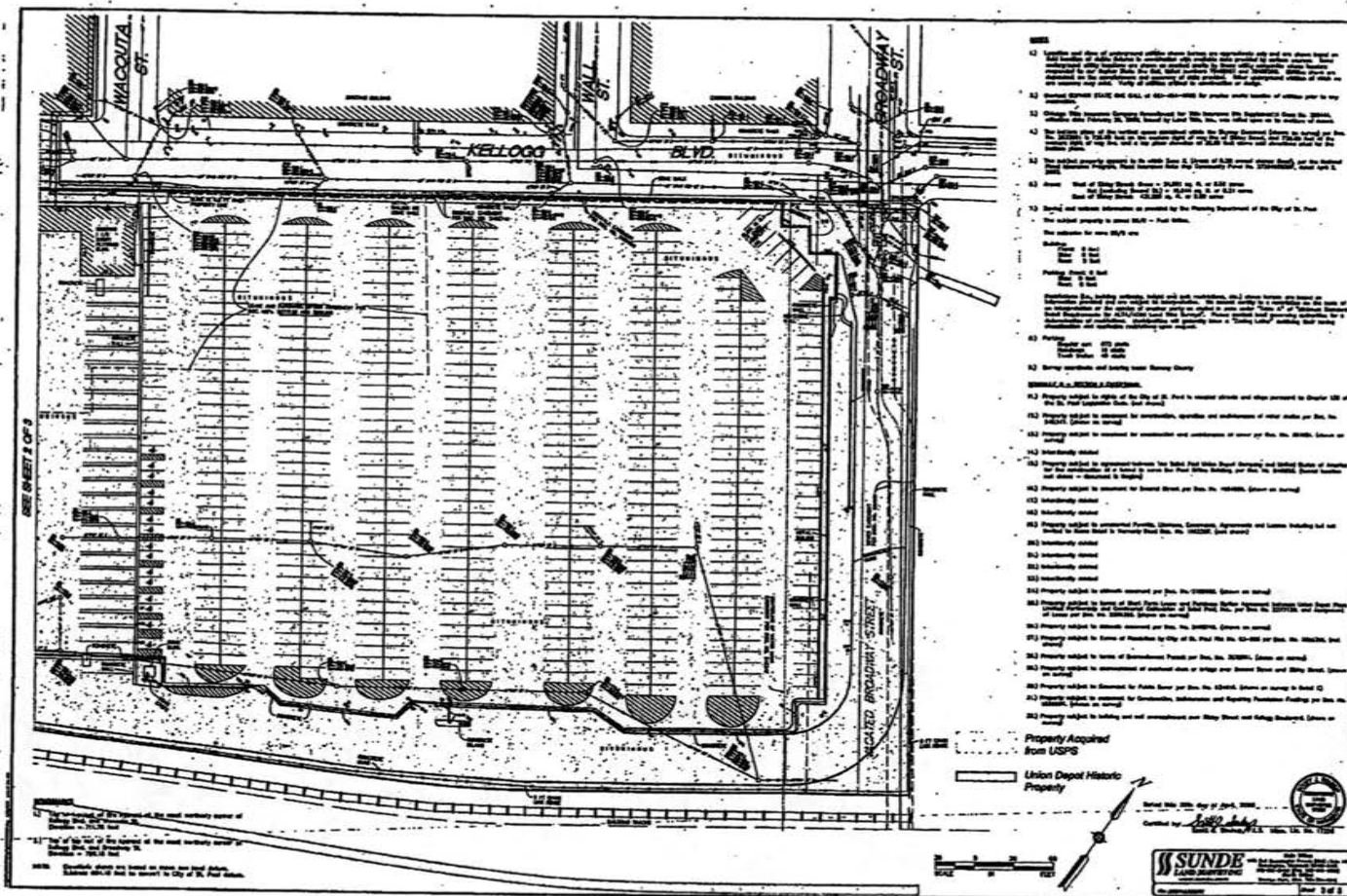
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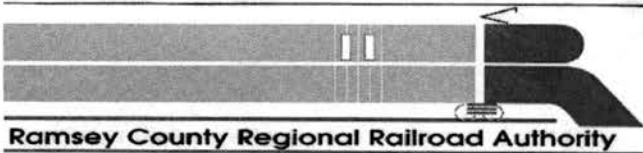




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REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 02/02/2010

Regional Railroad Authority Meeting Date: _____

SUBJECT: Authorize a contract for the Economic Analysis and Development Potential Study for The Union Depot

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has identified the completion of The Union Depot Multi-Modal Transportation and Transit Hub (Depot) as a high priority and has expressed an interest in maximizing its development and economic output potential. In order to accomplish this interest, an Economic Analysis and Development Potential Study needs to be completed. This study will describe the economic environment in which the Depot will operate as a regional multi-modal transit and transportation hub and develop specific strategies that optimize future development opportunities within and adjacent to the Depot. The financial success of the Depot will benefit Ramsey County, the Region and the State. A qualified individual or firm specializing in economic impact and market analyses and development potential studies will be helpful in assuring a positive outcome.

The RCRRA has secured federal funding in the amount of \$170,000 to cover 80% of the cost of the study. The 20% local match of \$42,500 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.

(Executive Summary continued on next page)

ACTION REQUESTED

Authorize the County Manager to execute a contract with HR&A Advisors Inc., 99 Hudson Street, 3rd Floor, New York, NY 10013, for completion of an Economic Analysis and Development Potential Study for The Union Depot for a not-to-exceed price of \$212,500, subject to approval by the County Attorney's Office, Regional Railroad Authority, and Budgeting and Accounting.

1

(Executive Summary continued from previous page)

On November 10, 2009, RCRRA authorized staff to issue a Request for Proposals for an Economic Analysis and Development Potential study for the Depot. Eight firms submitted proposals. A Proposal Review Committee (PRC) was formed to review the submitted proposals. The PRC was comprised of staff from RCRRA, City of St. Paul, Metropolitan Council, Washington County RRA, and Dakota County RRA. Six proposals were reviewed as two proposals were deemed nonresponsive as they did not meet the federal requirements. The PRC was extremely impressed by the response to the RFP that was received both locally and nationally. In addition to proposals from local teams, the PRC reviewed proposals from Chicago, New York City, Denver, and Annapolis, MD.

After reviewing the six proposals, the PRC interviewed three consultant firms. The PRC was impressed by the HR&A Advisors team's written proposal and oral interview and determined their proposal provided the best-value in terms of experience of the firm, persons assigned, ability to meet the time line, project requirements, and cost allocation.

On January 26, 2010, RCRRA approved the selection of HR&A Advisors, Inc and authorized staff to enter into contract negotiations for completion of an Economic Analysis and Development Potential Study for The Union Depot. This study is estimated to be completed in six-months from the notice-to-proceed date. Staff will ensure close coordination with the Construction Manager at Risk /Design Team project. Staff recommends approval of the contract with HR&A Advisors, Inc for the completion of Economic Analysis and Development Potential Study of The Union Depot.

SUBJECT: Authorize a contract for the Economic Analysis and Development Potential Study for The Union Depot

ATTACHMENTS:

PREVIOUS ACTION:

RCRRA Resolution R09-47 authorized the County Manager to issue a Request for Proposals for an Economic Analysis and Development Potential study for The Union Depot Multimodal Transit and Transportation Hub.

RCRRA Resolution R10-12 approved the selection of HR&A Advisors, Inc and authorized staff to enter into contract negotiations for completion of an Economic Analysis and Development Potential Study for The Union Depot

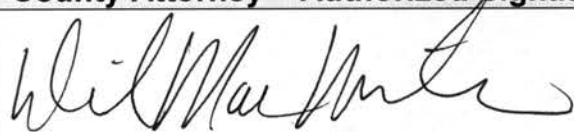
COUNTY MANAGER'S COMMENTS:

The Economic Analysis and Development Potential Study will be beneficial to the long term success and viability of The Union Depot.

SUBJECT: Authorize a contract for the Economic Analysis and Development Potential Study for The Union Depot

Regional Railroad Authority – Authorized Signature	Date
	1/26/10

Budgeting & Accounting – Authorized Signature	Date
	1/27/10

County Attorney – Authorized Signature	Date
	1/27/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Authorize a contract for the Economic Analysis and Development Potential Study for The Union Depot

DRAFT RESOLUTION

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

4
5 WHEREAS, The RCRRA has expressed an interest in examining the economic impact and
6 development potential of the Depot; and

7
8 WHEREAS, The Economic Analysis and Development Potential study will describe the
9 economic environment in which the Depot will operate as a regional multi-modal transit hub and
10 develop specific strategies that optimize future development opportunities within and adjacent to
11 the Depot, and

12
13 WHEREAS, The Red Rock Corridor Commission in Resolution 2009-14 authorized the
14 RCRRA the use of \$170,000 in 5339 federal funds for the completion of this study, and

15
16 WHEREAS, RCRRA approved a Subrecipient Agreement with the Metropolitan Council to
17 access federal 5339 funds from the Federal Transit Administration; and

18
19 WHEREAS, In resolution R09-12, the RCRRA agreed to contribute up to \$42,500 covering
20 the 20% match to federal funds for the completion of this study; and

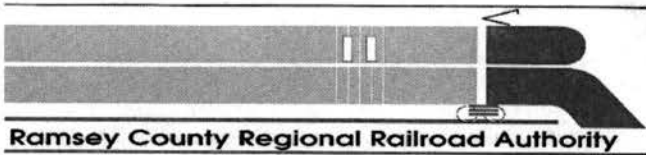
21
22 WHEREAS, In resolution R09-47, RCRRA authorized the issuance of a Request for
23 Proposals for an Economic Analysis and Development Potential study of The Union Depot
24 Multimodal Transit and Transportation Hub; and

25
26 WHEREAS, A Proposal Review Committee ("PRC"), comprised of staff members from
27 RCRRA, City of St. Paul, Metropolitan Council, Washington County RRA and Dakota County RRA
28 was formed to review proposals from six firms; and

29
30 WHEREAS, The PRC interviewed three consultant firms and recommended the selection of
31 HR&A to complete an Economic Analysis and Development Potential study for the Depot on behalf
32 of RCRRA; and

33
34 WHEREAS, In resolution R10-12, RCRRA approved the selection of HR&A Advisors Inc
35 and authorized staff to enter into contract negotiations for completion of an Economic Analysis and
36 Development Potential Study for The Union Depot; Now Therefore Be It

37
38 RESOLVED, That the Ramsey County Regional Railroad Authority (RCRRA) authorize the
39 County Manager to execute a contract with HR&A Advisors Inc, 99 Hudson Street, 3rd Floor, New
40 York, NY 10013, for completion of an Economic Analysis and Development Potential Study for The
41 Union Depot for a not-to-exceed price of \$212,500, subject to approval by the County Attorney's
42 Office, Regional Railroad Authority, and Budgeting and Accounting.



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 02/02/2010

Regional Railroad Authority Meeting Date: _____

SUBJECT: Authorize RCRRA funding to the Metropolitan Council for the third Central Corridor infill station

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) believes that the addition of three stations to the Central Corridor light rail line at Western, Victoria and Hamline will improve access to the line for residents and businesses in the area. The stations could not be included in the project under the Federal Transit Administration's (FTA) Cost Effectiveness Index (CEI). That pass/fail requirement has recently been eliminated by FTA. FTA has also indicated a willingness to include the cost of completing the stations as part of the project budget and to provide 50% federal funding as part of the Full Funding Grant Agreement for the project.

Discussions among the various project partners have developed a plan to include the three stations in the initial project construction. Earlier plans called for the initial project to do the underground construction of the stations. The completion of each station is projected to cost \$5.2 million. The City of Saint Paul has already committed \$5.2 million for construction of one station outside of the project budget. That funding can now be used as local match for FTA funding, resulting in funding for the second station. Funding for the \$5.2 million for the third station would be provided as follows:

FTA (50%)	\$2.6 million
CTIB (30%)	\$1.56 million
RCRRA (10%)	\$0.52 million
Funders Collaborative	\$0.52 million

The adjustments for the stations will be included in the next Central Corridor budget adjustment. The additional funds would come from the RCRRA's Capital Budget for the Central Corridor Project.

ACTION REQUESTED

That the Ramsey County Regional Railroad Authority commit \$520,000 to the Central Corridor project to provide its share of the cost for the three infill stations.

1

SUBJECT: Authorize RCRRA funding to the Metropolitan Council for the third Central Corridor infill station

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.

On December 15, 2009, RCRRA passed Resolution 09-57 to provide funding for an Environmental Assessment of the impacts of adding the three stations.

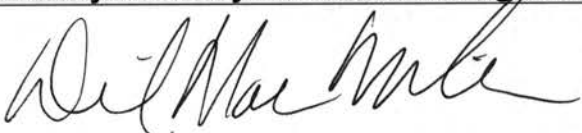
COUNTY MANAGER'S COMMENTS:

RCRRA has been supportive of adding the three stations. This action allows the stations to be completed with the initial project.

SUBJECT: Authorize RCRRRA funding to the Metropolitan Council for the third Central Corridor infill station

Regional Railroad Authority – Authorized Signature	Date
	1/26/10

Budgeting & Accounting – Authorized Signature	Date
	1/27/10

County Attorney – Authorized Signature	Date
	1/27/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Authorize RCRRA funding to the Metropolitan Council for the third Central Corridor infill station

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, An Environmental Assessment of including the three stations in the initial
9 project is being conducted; and
10

11 WHEREAS, The Federal Transit Administration's Cost-Effectiveness Index (CEI) that
12 prevented including the stations in the original project has been rescinded; and
13

14 WHEREAS, A funding agreement has been reached with the project partners that allows all
15 three stations to be constructed as part of the initial project; Now Therefore Be It
16

17 RESOLVED, That the Ramsey County Regional Railroad Authority commit \$520,000 to the
18 Central Corridor project to provide its share of the cost for the three infill stations.

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

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