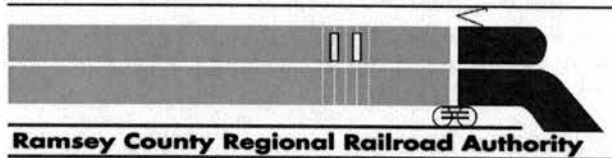




Ramsey County Regional Railroad Authority.
Records.

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

REGIONAL RAILROAD AUTHORITY MEETING

September 20, 2011

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

.....
ROLL CALL and Call to Order

AGENDA of the September 20, 2011 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the September 6, 2011 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the September 13, 2011 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. **Subrecipient Agreement with the Metropolitan Council for the Gateway Corridor Alternatives Analysis Study and an Assignment Agreement with the Washington County Regional Railroad Authority**

Board Action Requested:

- 1) Approve Subrecipient Agreement SG-2011-052 with the Metropolitan Council to provide up to \$250,000 in federal funds for the completion of the Gateway Corridor Alternatives Analysis.
- 2) Authorize the Chair to execute Subrecipient Agreement SG-2011-052.
- 3) Approve an Assignment Agreement with the Washington County Regional Railroad Authority to assign the \$250,000 in federal funds and its conditions to the Washington County Regional Railroad Authority for use on the Gateway Corridor Alternatives Analysis.
- 4) Authorize the Chair to execute an Assignment Agreement with the Washington County Regional Railroad Authority.

2. **Resolution supporting the submittal of the Washington County application for Counties Transit Improvement Board (CTIB) funding for the Gateway Corridor Draft Environmental Impact Statement**

Board Action Requested:

Support the submittal of a 2012 application by Washington County to CTIB for the Gateway Corridor Draft Environmental Impact Statement for \$2.125 million.

(Continued)

3. Authorization to borrow funds from the Ramsey County General Fund

Board Action Requested:

- 1) Approve a Memorandum of Understanding between Ramsey County and the Ramsey County Regional Railroad Authority (RCRRA) to lend funds to the RCRRA from the County's General Fund.
- 2) Authorize the Chair of the RCRRA to execute the Memorandum of Understanding on behalf of the RCRRA.
- 3) Authorize the Director of the RCRRA to borrow funds from Ramsey County as needed for up to a total not to exceed \$10 million for cash flow for the RCRRA's Union Depot renovation project.

4. Authorization to competitively solicit proposals for financing of RCRRA projects

Board Action Requested:

- 1) Authorize the Director of the Ramsey County Regional Railroad Authority (RCRRA) and the Director of Ramsey County Budgeting and Accounting to competitively solicit proposals for financing of RCRRA projects for up to \$20 million for a period not to exceed five years or such terms deemed favorable to RCRRA.
- 2) Direct that the line of credit or other loan financing and interest be subject to repayment from the RCRRA with property tax levy dollars.
- 3) Authorize the Chair of the RCRRA and the County Manager to execute an agreement with the lowest responsible bidder.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

September 13, 2011

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0. Also present was Julie Kleinschmidt, County Manager and Phil Carruthers, Director of Civil Division, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 9:50 AM.

AGENDA

Commissioner Carter moved approval of the Agenda of the September 13, 2011 Board Meeting, seconded by Commissioner Ortega. Roll Call: Ayes – Ortega, Parker Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0.

1. Maximum levy for the Ramsey County Regional Railroad Authority 2012 Budget

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Ortega, Parker Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R11-32)

WHEREAS, The Truth in Taxation Law (M.S. 275.065) requires the Ramsey County Regional Railroad Authority to certify a proposed maximum tax levy to the Property Records and Revenue Department (County Auditor) by September 15, 2011; and

WHEREAS, The Truth in Taxation Law includes a provision that the approved tax levy for the 2012 budget cannot be more than the proposed tax levy certified by the Ramsey County Regional Railroad Authority by September 13, 2011; and

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

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the proposed maximum tax levy of \$19,938,811 to finance the 2012 Ramsey County Regional Railroad Authority Budget, which in accordance with the Truth in Taxation Law, must be certified to the Department of Property Records and Revenue by September 15, 2011.

CORRIDOR UPDATES

- Gateway

Commissioner Ortega reported that in addition to the monthly meetings, there have been many community meetings throughout the corridor. At this phase, they are laying out the parameters for the Alternatives Analysis.

- Southwest

Chair McDonough reported that the corridor was approved last week by the Federal Transit Authority to move into preliminary engineering. This is a big step that positions the corridor to move toward final design and hopefully a Full Funding Grant Agreement.

- Rush Line

Commissioner Reinhardt reported that all of the other corridor partners have approved to use funds already allocated for another year of commuter coach service, as the RCRRA approved this at its August 16th meeting. Therefore, Rush Line will be providing the express service from Anoka County into St. Paul for a second year for evaluation of ridership, which has been increasing every month.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 9:55 AM.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

September 6, 2011

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0. Also present was Julie Kleinschmidt, County Manager and James Mogan, Assistant County Attorney, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 9:35 AM.

AGENDA

Commissioner Rettman moved approval of the Agenda of the September 6, 2011 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Carter, Ortega, Parker Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0.

MINUTES

Commissioner Rettman moved approval of the Minutes of the August 16, 2011 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0.

1. Resolution supporting the enactment of a federal transportation bill

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Carter, Ortega, Parker Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. (R11-30)

WHEREAS, The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) was signed into law on August 10, 2005 and provided \$286.4 billion in federal funds for surface transportation; and

WHEREAS, SAFETEA-LU expired on September 30, 2009, and has been extended by continuing resolutions through September 30, 2011; and

WHEREAS, An additional continuing resolution or a new federal surface transportation bill will need to be enacted prior to September 30, 2011, or federal funding for surface transportation will cease; and

WHEREAS, The loss or reduction of federal funding for surface transportation will negatively impact the Ramsey County Regional Rail Road Authority's construction and planning projects; and

WHEREAS, These projects include the Central Corridor, the Union Depot, and the Gateway, Rush Line, Red Rock, and Robert Street corridors (Priority Projects); and

WHEREAS, These projects require a stable and predictable federal funding source; and

WHEREAS, The loss of a stable and predictable federal funding source will negatively impact the ability of the RCRRA to advance its Priority Projects; and

WHEREAS, The Ramsey County Regional Railroad Authority supports maintaining or increasing the \$286.4 billion in federal surface transportation funding provided under SAFETEA-LU. Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the passage by Congress of a six-year surface transportation bill that provides at least \$286.4 billion in federal funding for surface transportation; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority supports the distribution of at least \$52.6 billion from the next six year surface transportation bill for mass transit; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority supports increased funding as essential to the continued advancement of the Ramsey County Regional Railroad Authority's Priority Projects and putting Americans back to work.

2. 2012-2013 RCRRA Proposed Budgets

Tim Mayasich, Ramsey County Regional Railroad Authority (RCRRA) Director, presented the proposed RCRRA budgets for 2012-2013.

The 2012-2013 Proposed Regional Railroad Authority Budget was distributed on 7/26/11. Corrected pages were distributed 8/23/11. The total budget for 2012 is \$15,202,568, which is a 90.2% decrease from the 2011 approved Rail Authority budget. The total budget for 2013 is \$17,127,615, which is a 12.7% increase over the 2012 target budget.

As submitted, this budget allow us to continue to provide essential Rail Authority services and advance the development of key infrastructure projects such as the Central Corridor and Union Depot.

This budget continues the long-term capital financing plan adopted in 2005 for funding the Rail Authority's share of transit projects. Since 2007, the Rail Authority tax levy has been approved for \$19,938,811. This levy amount has allowed the Rail Authority to advance the development of the Central Corridor and Union Depot projects, as well as continue studies on other Rail Authority corridor projects. The 2012 – 2013 budgets the Rail Authority is proposing, includes no levy increase with the certified maximum levy holding at \$19,938,811.

The 2012-2013 capital budget has decreased significantly from the approved 2011 budget. The Union Depot renovation/reconstruction project was fully budgeted through 2011. The 2012-2013 budget includes the Rail Authority's funding commitment for the Central Corridor Light Rail Transit project and funds for general property acquisition.

The Rail Authority obligation for the Central Corridor light rail project is \$66.4 million. The federal full funding grant agreement from the Federal Transit Administration was received this past spring. Construction began in the fall of 2009 and is on schedule to open in 2014. The proposed budget provides sufficient funding to fulfill the Rail Authority's obligations on the Central Corridor through 2013. The Rail Authority also continues to budget for property acquisition for future transit corridors in our capital budget.

The proposed budget also provides sufficient operating funds for administration and other corridors being studied by the Rail Authority. As other departments are struggling with reducing their budgets, Rail Authority staff has recognized that reductions in our operating budget line items are imperative in these challenging economic conditions. Most line items have been reduced in the administrative operating budget by 6% in 2012 and another 6% in 2013.

As state and federal funding opportunities continue to diminish, the Rail Authority and other local entities are having to increase their funding commitment for transit and transportation studies. This work is vital to bringing future modes of transit and transportation to the Union Depot and connecting to the regional transit and transportation system. The corridor budgets for the Rush Line, Robert Street, Gateway, High Speed Rail, and Riverview Corridors have increased from 2011 to 2012 to advance these corridors through the project development process.

In 2013, each of the cost centers in the operating budget has been reduced except for the Union Depot and the Gateway Corridor. In 2013, the Rail Authority will assume the operations of the Union Depot and the target budget amount has increased substantially from 2012 to 2013. The numbers included in the 2013 budget for the Union Depot are the department's best estimate with many of the numbers provided by the Property Management Department based on past history of the Union Depot operations, estimates of comparison to the Ramsey County Courthouse operations, and the Ramsey County Law Enforcement Center. A study is currently underway from HR&A Advisors that will provide better cost/revenue estimates for the 2013 budget. The estimates are anticipated to be available later this month.

In 2013, the Gateway Corridor operating budget increased due to costs associated with the alternatives analysis study.

The Rail Authority is reducing its budgeted personnel complement by .50 FTE. This position was created at a time when the Rail Authority was preparing to lead the design and engineering components of the Central Corridor project. The Metropolitan Council has assumed responsibility for these tasks associated with the development of the Central Corridor project, therefore, eliminating the need for the Rail Authority to fill the position.

Revenue generated from dedicated funding sources for transit and transportation continues to diminish at both the federal and state levels. These dedicated funds no longer generate the revenue required to sustain current and future operating and capital needs for transit and transportation programs. Non-dedicated funding sources such as federal earmarks can no longer be considered a viable funding option. Congress recently issued a moratorium on earmarks causing further reductions in the availability of federal funds for transit and transportation infrastructure projects.

The Rail Authority will continue work with its partners on finding a long term funding solutions for transit and transportation programs such as the Corridors of Opportunity Program. The Rail Authority will continue its collaboration with its partners to advance the development of the transit corridors that will service the state and the region via their connection to the Union Depot.

Chair McDonough commented that the budget amounts for 2011, 2012 and 2013 contain planned use of fund balance. The budget process was utilized this way because they knew the Central Corridor and Union Depot projects would carry large expenditures, for which they accumulated funds early on. This budget plan also allowed them to have a zero levy increase.

Commissioner Parker asked if we are building up more fund balance than necessary and if the tax levy could be lowered rather than kept the same.

Mr. Mayasich said we are utilizing all funds available to the RCRRA today to cash flow the major projects such as the Union Depot and other corridor projects. He suggested they not reduce the tax levy at this time not knowing what the cost would be to operate the Union Depot in 2013, as they are working off their best estimates today.

Chair McDonough added that the goal of the Union Depot is to cash flow the project without bonding, but they aren't at that point yet and they may have to resort to bonding or borrowing from the Ramsey County general fund.

Julie Kleinschmidt, Ramsey County Manager, reminded the board that the plan they adopted in 2008 went through 2015 with the idea to keep the property tax levy stable through 2015.

Commissioner Rettman asked that a clearer rendition of the fund balance and levy use be detailed in the final budget.

Ms. Kleinschmidt said they did that for the HRA board and will provide it for this board when the budget is presented for approval in December 2011.

Commissioner Parker asked about the expenditure increase from 2011 to 2012 for the Rush Line and High Speed Rail (HSR) corridors.

Mr. Mayasich said the Rush Line corridor is moving into the alternatives analysis phase, which is the reason for the increase. HSR will also move into a phase of further analysis and study that will require additional expenses which are included in the budget. HSR committed funds are rail authority contributed funds from the counties along the corridor.

Commissioner Rettman commented that there has been great effort to keep the budget frugal while getting what we need, especially coming into the Union Depot.

Commissioner Rettman asked for further details about the personnel summary and the quarterly report of contracts and was told that the information will be provided to her.

3. Central Corridor project update and approval of existing RCRRA funding for project contingency items

[The Central Corridor Light Rail Transit project update is on file with the RCRRA office]

Mark Fuhrmann, New Starts Program Director, Metropolitan Council, provided a quick overview of the overall contingency program for the Central Corridor Light Rail Project (CCLRT). He briefed the board on how the Federal Transit Administration requires them to manage their contingency through Cost Contingency Hold Points. Some of the contingency can now be used for project elements that had been deferred. The project is currently at the phase 4 milestone, or 20% constructed. There is \$29.4 million of Project Contingency available. There is also \$34 million in budget Underrun Contingency. Therefore, \$63.4 million can be used. Mr. Fuhrmann said unanimous approval is needed from their project partners to use the \$34 million of underrun contingency. For 2011, there is a demand for \$58.1 million of the contingency, as \$5.3 million has not been identified for committing funding. The breakdown of the contingency commitment is \$2.1 million for startup costs, \$2.3 for project enhancements, and \$53.7 million for light rail vehicles. Mr. Fuhrmann explained that the Metropolitan Council has an opportunity exercise the option to purchase 16 additional light rail vehicles under the existing contract at a base price of \$3.355 million for each vehicle. This base price expires on September 29, 2011, and on September 30 the price increases by \$214,000.

The commitment of \$2.3 million in project enhancements, which were requested by the project partners, is broken down as follows: Marketing Businesses (to build upon Discover Central Corridor Campaign) - \$1.20 million; Minneapolis Traffic Signal - \$0.45 million; St. Paul Alley Improvements \$0.60 million; University Light Fixtures - \$0.01 million.

Commissioner Parker asked if the St. Paul alley improvements will include the provision of additional parking.

Mr. Fuhrmann said no, it is only to improve alleyway access. This is an opportunity to repave the alleys, and enhance access to businesses for parking and delivery truck access during light rail construction along University Avenue.

Commissioner Rettman asked if it will be the north and/or south sides of University Avenue that would receive the alley improvements. She also asked if there will be any assessment of adjoining property owners in the locations, and wanted assurance that the property owners wouldn't be taxed for the alley improvements because the Central Corridor Project Office is paying for the improvements. She added that there is concern that the improved alley access would create a permanent alternative thruway for regular street traffic in the future causing a problem for residents (and businesses) along the alleys.

Mr. Fuhrmann said he would find out the improvement locations from the project engineers and get back to her later today. He said it is not the intention of the project or the City of St. Paul for the alley improvements to create a new traffic cut-through route and this can be enforced with additional signage by the City. The improvements would be for alley level design and not for thru-traffic of any sort. The City felt that the alley improvements in these segments of University Avenue would be a long-term benefit to the businesses.

Commissioner Bennett agreed with the concerns raised by Commissioner Rettman.

Chair McDonough reiterated Commissioner Rettman's concern about the assessments, and said they may have to look into the City's management of the alleys in the future and how they get assessed. He said the issue of determining when the project is responsible for mitigation verses the individual homeowners or businesses has been raised since the beginning. He suggested that it might be useful to invite the City of St. Paul to a future RCRRA meeting to discuss their construction mitigation activities.

Commissioner Rettman said she agrees the alley improvement is for mitigation but wants it to be an amenity that does not become a future responsibility of the property owners in the area.

Mr. Fuhrmann said he will alert St. Paul Public Works and the Mayor's Office of this discussion so that they are aware of the concern and know that a fuller picture of the enhancements will be desired by the RCRRA at some point in the future.

Mr. Fuhrmann concluded his presentation by detailing the project's timeline for seeking approval from each of the project partners on the action requested of the RCRRA today.

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

Commissioner Reinhardt asked if the 7% share was constant or if it was just for this particular motion.

Mr. Fuhrmann said the 7% is what was agreed upon at the Preliminary Engineering phase and is based on track mileage in Ramsey and Hennepin County. The 7% will remain throughout the project.

Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Bennett, McDonough – 6. Nays – Rettman - 1.
(R11-31)

WHEREAS, The Ramsey County Regional Railroad Authority has supported implementation of the Central Corridor Light Rail Project in a way that provides maximum benefits to the citizens of Ramsey County, and

WHEREAS, Project construction has progressed to a point that allows use of some budgeted contingency funds for project improvements, and

WHEREAS, Contingency expenditures must be for improvements that enhance the project, and

WHEREAS, Approximately \$2.38 million in existing Ramsey County Regional Railroad Authority local share is required to match other project funds and support \$34 million in contingency expenses. Now, Therefore, Be It

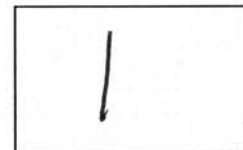
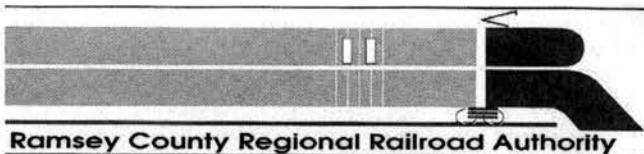
RESOLVED, The Ramsey County Regional Railroad Authority approves the use of up to \$2.38 million of its existing funding commitment to the Central Corridor Light Rail Project as its seven percent share of a \$34 million contingency expenditure for the project.

CORRIDOR UPDATES

- Union Depot
Commissioner McDonough reported that on Monday, September 5 the St. Paul Pioneer Press did a front page article on the Union Depot project.
- High Speed Rail (HSR) Corridor
Commissioner Rettman reported that the HSR Commission met last week and has been very pleased with the communications work that has been taking place at the staff level. They also moved forward with keeping the budget level.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:55 AM.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 9/20/11

Regional Railroad Authority Meeting Date: _____

SUBJECT: Subrecipient Agreement with the Metropolitan Council for the Gateway Corridor Alternatives Analysis Study and an Assignment Agreement with the Washington County Regional Railroad Authority

EXECUTIVE SUMMARY

Background

The Gateway Corridor (formerly known as the I-94 Corridor) is the eastern gateway to the Twin Cities carrying more than 110,000 vehicles a day at I-694 and 130,000 vehicles a day at Trunk Highway 52. The 2030 Transportation Policy Plan identifies the Gateway Corridor from downtown St. Paul to the St. Croix River as a congested corridor in 2030. To maintain and improve mobility in the corridor, transit improvements are needed. Prior to the implementation of a transitway improvement, multiple studies need to take place including an Alternatives Analysis, an Environmental Impact Statement, Preliminary Engineering and Final Design.

The Gateway Corridor Alternatives Analysis is currently underway and includes the use of \$250,000 in Federal Transit Administration funds for the analysis of transitway alternatives to Eau Claire, Wisconsin. When appropriated, the federal funds were designated to go to the Ramsey County Regional Railroad Authority.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve Subrecipient Agreement SG-2011-052 with the Metropolitan Council to provide up to \$250,000 in federal funds for the completion of the Gateway Corridor Alternatives Analysis.
2. Authorize the Chair to execute Subrecipient Agreement SG-2011-052.
3. Approve an Assignment Agreement with the Washington County Regional Railroad Authority to assign the \$250,000 in federal funds and its conditions to the Washington County Regional Railroad Authority for use on the Gateway Corridor Alternatives Analysis.
4. Authorize the Chair to execute an Assignment Agreement with the Washington County Regional Railroad Authority.

SUBJECT: Subrecipient Agreement with the Metropolitan Council for the Gateway Corridor Alternatives Analysis Study and an Assignment Agreement with the Washington County Regional Railroad Authority

(Executive Summary continued)

The Gateway Corridor Commission's fiscal agent is the Washington County Regional Railroad Authority (WCRRA). The WCRRA holds the contract with the consultant completing the Alternatives Analysis. In order to access the federal funding for the Alternatives Analysis, two agreements are needed.

First, a Subrecipient Agreement is needed between the Ramsey County Regional Railroad Authority (RCRRA) and the Metropolitan Council to access the \$250,000 in federal funds. The RCRRA must be part of this agreement because the federal funds were specifically appropriated to the RCRRA. As part of the Subrecipient Agreement, the RCRRA also assumes the responsibility for providing the local match of \$62,500. However, this responsibility will not result in any additional costs to the RCRRA because the local match is accounted for in the existing Gateway Corridor Alternatives Analysis budget.

Second, an Assignment Agreement is needed between the WCRRA and the RCRRA. This agreement will allow the RCRRA to assign the federal funding, the responsibility for providing the local match, and all the associated federal conditions to the WCRRA. The assignment of funding and conditions is needed due to the WCRRA being the fiscal agent of the Gateway Corridor Commission and its holding of the consultant contract for the Alternatives Analysis.

The RCRRA has identified the completion of the Gateway Corridor Alternatives Analysis as a high priority. The completion of this study will benefit the Corridor by analyzing and identifying the best transitway alternatives

SUBJECT: Subrecipient Agreement with the Metropolitan Council for the Gateway Corridor Alternatives Analysis Study and an Assignment Agreement with the Washington County Regional Railroad Authority

ATTACHMENTS:

1. Subrecipient Agreement SG-2011-052
2. Assignment Agreement (handwritten page 91 of board packet)

PREVIOUS ACTION:

On March 17, 2009 (Resolution R09-09), the Ramsey County Regional Railroad Authority approved the I-94 Corridor Joint Powers Agreement.

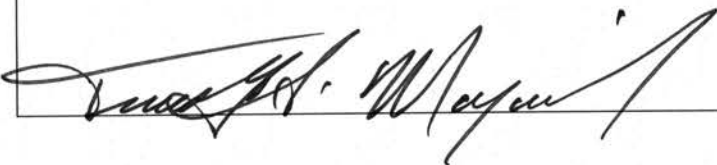
On September 21, 2010 (Resolution R10-46), the Ramsey County Regional Railroad Authority approved the Amended and Restated Gateway (I-94) Corridor Joint Powers Agreement.

COUNTY MANAGER'S COMMENTS:

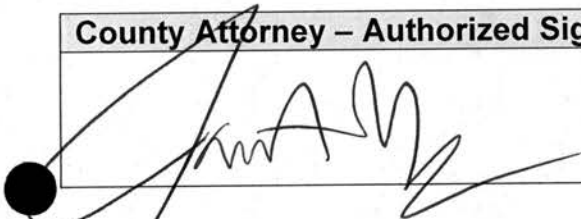
Approval of the Subrecipient Agreement maximizes the Regional Railroad Authority's opportunity to receive Federal funding for the Gateway Corridor.

Approval of the Assignment Agreement allows the Federal funds to be passed through to the Washington County Regional Railroad Authority who holds the Gateway Corridor Alternatives Analysis contract.

SUBJECT: Subrecipient Agreement with the Metropolitan Council for the Gateway Corridor Alternatives Analysis Study and an Assignment Agreement with the Washington County Regional Railroad Authority

Regional Railroad Authority – Authorized Signature	Date
	9/14/11

Budgeting & Accounting – Authorized Signature	Date
	9/13/11

County Attorney – Authorized Signature	Date
	9/13/11

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Subrecipient Agreement with the Metropolitan Council for the Gateway Corridor Alternatives Analysis Study and an Assignment Agreement with the Washington County Regional Railroad Authority

Draft Resolution

1 WHEREAS, The Gateway Corridor originates in St. Paul and travels east to Wisconsin
2 generally following Interstate 94; and

3
4 WHEREAS, The Gateway Corridor Commission ("Commission") was formed in 2009 by a
5 Joint Powers Agreement to address the transportation needs of the Gateway Corridor; and

6
7 WHEREAS, The Ramsey County Regional Railroad Authority is a member of the
8 Commission; and

9
10 WHEREAS, The Commission began its Alternatives Analysis in 2010 which will identify a
11 single transitway alternative for the corridor; and

12
13 WHEREAS, The Alternatives Analysis will analyze a corridor from Minneapolis to the Union
14 Depot in St. Paul and east to Eau Claire, Wisconsin; and

15
16 WHEREAS, the Ramsey County Regional Railroad Authority agreed to provide up to
17 \$500,000 for the completion of the Alternatives Analysis; and

18
19 WHEREAS, The Washington County Regional Railroad Authority agreed to provide up to
20 \$500,000 for the completion of the Alternatives Analysis; and

21
22 WHEREAS, The Metropolitan Council agreed to provide up to \$200,000 for the completion
23 of the Alternatives Analysis; and

24
25 WHEREAS, The Ramsey County Regional Railroad Authority has since been awarded
26 \$250,000 in federal funds to cover a portion of the Alternatives Analysis cost; and

27
28 WHEREAS, The Ramsey County Regional Railroad Authority can access the federal funds
29 through a Subrecipient Agreement with the Metropolitan Council; and

30
31 WHEREAS, The Washington County Regional Railroad Authority is the fiscal agent for the
32 Gateway Corridor Commission and holds the consulting contract for the Alternatives Analysis; and

33
34 WHEREAS, An Assignment Agreement is needed to allow the Ramsey County Regional
35 Railroad Authority to assign the \$250,000 in federal funds and their conditions to the Washington
36 County Regional Railroad Authority for their use in the Alternatives Analysis; Now Therefore Be it

37
38 RESOLVED, The Ramsey County Regional Railroad Authority approves Subrecipient
39 Agreement SG-2011-052 with the Metropolitan Council to provide up to \$250,000 in federal funds
40 for the Gateway Corridor Alternatives Analysis, and Be It Further

41
42 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
43 execute Subrecipient Agreement SG-2011-052 between the Ramsey County Regional Railroad
44 Authority and the Metropolitan Council, and Be It Further

45
46
5

47 RESOLVED, The Ramsey County Regional Railroad Authority approves the Assignment
48 Agreement with the Washington County Regional Railroad Authority to assign the \$250,000 in
49 federal funds and its conditions to the Washington County Regional Railroad Authority for use on
50 the Gateway Corridor Alternatives Analysis, and Be It Further

52 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
53 execute the Assignment Agreement between the Ramsey County Regional Railroad Authority and
54 the Washington County Regional Railroad Authority.

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the Metropolitan Council ("Council") and the Ramsey County Regional Railroad Authority ("RCRRA"), each acting by and through their duly authorized officers.

WHEREAS:

1. The Council, acting in its role as the Twin Cities Metropolitan Planning Organization, is able to receive and dispense federal funds.
2. The Council received grant funds from the U.S. Department of Transportation ("USDOT"), Federal Transportation Administration ("FTA") pursuant to grant number MN 37-0004, which grant funds have been earmarked to RCRRA for the purpose of the I-94 (Gateway) Corridor Alternatives Analysis Study.
3. The federal funds provided by the Council under this Agreement require the use of local matching funds. The FTA grant requires a local match of 20% of the total grant amount. RCRRA will provide the local match for the purposes of the Workscope activities.
4. This Agreement is intended to memorialize the terms under which RCRRA will receive the grant funds to be used by RCRRA for the Study.

NOW, THEREFORE, the parties agree as follows:

I. WORKSCOPE; APPROVED BUDGET AND MATERIAL REPRESENTATIONS

1.01 Workscope. RCRRA agrees to perform and complete the Workscope activities specified on **Exhibit A** ("Workscope and Approved Budget") in accordance with the terms and conditions of this Agreement. The Workscope details the activities to be completed by RCRRA and a proposed schedule for the completion of the Workscope. Any proposed change in the Workscope must be submitted to the Council's Project Manager for written approval. A change in the Workscope is not effective until RCRRA receives written approval from the Council's Project Manager.

1.02 Approved Budget. RCRRA agrees to complete the Workscope in accordance with the Approved Budget specified on **Exhibit A**. The Approved Budget details the cost associated with each scope of work activity. Any requests for re-budgeting in excess of twenty percent (20%) of the Approved Budget must be approved in writing by the Council's Project Manager. Re-budgeting of project funds among the existing Approved Budget lines of the scope of work are allowable without prior approval if the amount of project funds to be transferred between tasks is less than twenty percent (20%) of the Approved Budget.

1.03 Material Representations. RCRRA agrees that all representations contained in its application for grant assistance are material representations of fact upon which the Council relied in awarding this grant and are incorporated by reference into this Agreement.

II. AUTHORIZED USE OF GRANT AND MATCHING FUNDS; ELIGIBILITY OF COSTS

2.01 Authorized Use of Grant and Matching Funds. RCRRA is only authorized to use the grant funds awarded under this Agreement and RCRRA's matching funds for costs directly incurred for the Workscope during the Project Activity Period as specified in Section 6.01, and in accordance with the Approved Budget.

2.02 Eligibility of Costs. All expenses are subject to FTA regulations including:

- **FTA Master Agreement**
(www.fta.dot.gov/documents/TEAM_Master_Agreement_2011_17-Master.pdf - 2010-11-03)
- **Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**, 49 CFR Part 18
(http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/03_DOTComRul_49CFR18.html)
- **Grant Management Guidelines**, FTA Circular 5010.1D
(http://www.fta.dot.gov/documents/C_5010_1D_Finalpub.pdf)
- **Third Party Contracting Requirements**, FTA Circular 4220.1F,
(http://www.fta.dot.gov/documents/C_4220_1F.pdf)

RCRRA acknowledges that the federal requirements in this article and throughout this Agreement are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time.

III. AWARD AMOUNT, MATCH AND PAYMENT

3.01 Maximum Federal Grant Amount. The Council awards to RCRRA a grant of up to \$250,000 for the Workscope. In no event will the Council's obligation under this agreement exceed the lesser of the following:

- A. The Maximum Federal Grant Amount; or
- B. 80% of the total Workscope expenditures.

The Council shall bear no responsibility for cost overruns that may be incurred by RCRRA in performance of the Workscope.

3.02 Subrecipient Match. RCRRA must provide a twenty percent (20%) local match against the Maximum Federal Grant Amount, i.e., not less than \$62,500 from sources other than federal funds. If the final expenses for the Workscope are less than \$312,500, then local match shall be reduced to twenty percent (20%) of the final amount of project expenditures. If the final

expenditures for the Workscope exceed \$312,500, RCRRA is responsible for providing the funds to cover the additional costs and expenses.

3.03 Reimbursement. Expenses will be reimbursed by the Council for 80% of total invoiced expenditures based on submission of quarterly invoices from RCRRA using the form attached hereto as **Exhibit B** ("Subrecipient Invoice Form"). Invoices should be submitted in triplicate on the approved form with the following attachments on each copy:

- A. Copies of all receipts for expenses paid during the period; and
- B. Monthly DBE report for each third party contract using the approved form attached hereto as **Exhibit C** ("DBE Progress/Project Report Form").
- C. A signed certification that RCRRA is providing the local match for the invoiced expenditures, identifying the source of the local funds.

RCRRA shall submit any additional data and/or information requested by the Council to support RCRRA's reimbursement request and shall submit any additional data and/or information that may be required by the federal government for reporting to the FTA.

Upon the Council's review and approval of RCRRA's reimbursement request, the Council will distribute to RCRRA the approved reimbursement amount. The Council may deny part or all of any reimbursement request if it believes that it is not a supportable Workscope expense. No reimbursement will be made which would cause the distribution of grant funds to exceed, cumulatively, through such payment, the limits in section 3.01. The Council may withhold payment if RCRRA is not current in its reporting requirements under Article V. Distribution of any funds or approval of any report is not to be construed as a Council waiver of any Subrecipient noncompliance with this Agreement.

3.04 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the Council that RCRRA has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, RCRRA agrees to promptly repay such amounts to the Council.

3.05 Reversion of Unexpended Grant Funds. All funds granted by the Council under this Agreement that have not been expended for Workscope activities taking place during the Project Activity Period shall revert back to the Council.

3.06 Grant Contingent on Federal Funding. RCRRA acknowledges and agrees that the Council's payment of funds under this Agreement is contingent on the Council receiving grant funds from the FTA. If, for any reason, the FTA reduces the amount of the Council's FTA Grant, or otherwise fails to pay any part of the cost or expense of the Workscope in this Agreement, only outstanding incurred costs shall be eligible for reimbursement. RCRRA and its contractors and subcontractors further agree to pay any and all lawful claims arising out of or incidental to the performance of the Workscope covered by this Agreement in the event that the FTA does not pay the same and, in all events, agree to hold the Council harmless from those claims and from any claims arising out of this Agreement. In the event the FTA rescinds funding

for the FTA Grant, the Council may immediately terminate this Agreement by written notice to RCRRA pursuant to Section 6.03.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Workscope Costs. All costs charged to the Workscope, whether paid with grant funds or charged as RCRRA's match, must be supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

4.02 Establishment and Maintenance of Workscope Information. RCRRA agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to: (a) Subrecipient's performance under this Agreement, and (b) to the receipt and expenditure of all grant funds and RCRRA's match under this Agreement. These documents shall include the property records required by Article VIII of this Agreement. RCRRA shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall retain intact all Workscope information until the latest of:

- A. Six (6) years following the term of this Agreement; or
- B. If any litigation, claim, or audit is commenced during either such period, when all such litigation, claims or audits have been resolved.

4.03 Audit. The accounts and records of RCRRA relating to the Workscope shall be audited in the same manner as all other accounts and records of RCRRA are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of the Council, the Legislative Auditor and/or State Auditor in accordance with Minnesota Statutes, section 16C.05, subdivision 5, the United States Secretary of Transportation, the FTA Administrator, and the United States Comptroller General will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. RCRRA will provide proper facilities for such access and inspection.

V. REPORTING AND MONITORING REQUIREMENTS

5.01 Quarterly Milestone Progress Reports. RCRRA shall submit quarterly milestone progress reports to the Council. The Council shall provide RCRRA with an electronic version of the milestone progress report that RCRRA must complete. Each quarterly progress report must include a detailed summary of the completed Workscope activities and a report on the Workscope schedule. Both the Council and RCRRA must approve each quarterly milestone progress report. The quarterly progress reports are due as follows:

- January 15 for quarter October 1 - December 31
- April 15 for quarter January 1 - March 31
- July 15 for quarter April 1 - June 30
- October 15 for quarter July 1 - September 30

5.02 Final Reports. Upon completion of the Workscope and not later than sixty (60) calendar days after the end of the Project Activity Period, RCRRA must submit a final progress report and a final financial status report of expenditures for the full Workscope and containing a final accounting of the grant and matching expenditures. The final report must include inventory of Workscope property as required by Article VIII of this Agreement.

5.03 Content of Reports; Copies. RCRRA agrees to report completely and to provide the Council with any additional or follow-up information as may be requested by the Council. RCRRA agrees to provide copies of the reports specified in paragraphs 5.01 and 5.02 to organizations and individuals upon request during the term of this Agreement in accordance with the terms of the Minnesota Government Data Practices Act.

5.04 Monthly DBE Reporting Requirements. RCRRA shall provide the Council with monthly reports on all DBE activity (see Section 10.05 E) on third party agreements in the form attached hereto as **Exhibit C** and based on the procurement process established for RCRRA in the "Federal Procurement Basics" which is attached hereto as **Exhibit D** ("Federal Procurement Basics").

5.05 Other Monitoring Activities. To assist the Council in monitoring compliance with this Agreement, RCRRA agrees to attend Subrecipient meetings as requested by the Council and to permit site visits by Council staff, during business hours, upon reasonable notice. RCRRA agrees to submit to the Council a copy of any promotional information regarding the Workscope disseminated by RCRRA during the term of this Agreement.

5.06 Changed Conditions. RCRRA agrees to notify the Council immediately of any development that has or will have a significant impact on performance of the Workscope, including, but not limited to, any problems, delays or adverse conditions that materially impair the ability to meet the objectives of the Workscope in accordance with the terms of this Agreement. The notice shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

5.07 Special Reporting Requirements. The Council is required to report to the FTA regarding the FTA Grant Program activities. Accordingly, RCRRA agrees to provide the Council with any additional or follow-up information reasonably requested by the Council, in order to meet the Council's FTA reporting requirements.

VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

6.01 Project Activity Period. RCRRA agrees to complete all Workscope activities during the period from May 1, 2011 to December 31, 2012 ("Project Activity Period"). Except as provided in Section 6.02, grant funds may not be used to reimburse costs for any Workscope activities taking place before the beginning or after the end of the Project Activity Period.

6.02 Term. The term of this Agreement shall extend from the Effective Date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period to permit close out of this Agreement. If outstanding claims related to work occurring during the Project Activity Period still exist sixty (60) calendar days following the end of the Project

Activity Period, the Term of this Agreement shall automatically extend for an additional ninety (90) calendar days in order to resolve any and all outstanding claims.

6.03 Termination by Council for Convenience. The Council may terminate this Agreement at any time and for any reason by providing Subrecipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination Subrecipient shall be entitled to compensation for Workscope activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the limits in Section 3.01.

6.04 Termination for Noncompliance. If there has been a material failure to comply with the provisions of this Agreement by either party (a "breach"), the other party may terminate this Agreement at any time following seven (7) calendar days written notice to the party in breach and upon failure of the party in breach to cure the noncompliance within the seven-day period. A material failure of RCRRA to make reasonable progress toward completion of the Workscope without good cause and without providing the notice required by Section 5.06 constitutes a breach. At the Council's option, the Council may withhold payment of invoices during any period in which RCRRA is materially non-compliant with this Agreement. If the Council finds that RCRRA's noncompliance is willful and unreasonable, the Council may terminate or rescind this Agreement and require RCRRA to repay the grant funds in full or in a portion determined by the Council, except that Subrecipient shall not be required to repay grant funds that Council has reviewed, approved and distributed except as provided for in Sections 3.04 and 3.05. Nothing herein shall be construed so as to limit the Council's legal remedies to recover grant funds in accordance with Sections 3.04 and 3.05.

6.05 Effect of Workscope Closeout or Termination. RCRRA agrees that Workscope closeout or termination of this Agreement does not invalidate continuing obligations imposed on RCRRA by this Agreement. Project closeout or termination of this Agreement does not alter the Council's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter RCRRA's obligation to return any funds due to the Council as a result of later refunds, corrections, or other transactions.

VII. CONTACT PERSONS; PROJECT MANAGER

7.01 Contact Persons. The authorized contact persons for receipt of notices, reports, invoices, and approvals under this Agreement are the following:

Council:

Steven Elmer
Metropolitan Council
390 Robert Street North
Saint Paul, MN 55101
(651) 602-1756
steven.elmer@metc.state.mn.us

RCRRA:

Tim Mayasich
Director, RCRRA
Suite 6560 RCGC – West, 60 W. Kellogg Blvd.
St. Paul, MN 55102

or such other person as may be designated in writing for itself by either party.

7.02 Council's Project Manager. The Council's Project Manager for purposes of administration of this Agreement is the contact person listed for the Council in Section 7.01, or such other person as may be designated in writing by the Council's Regional Administrator. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the Council.

7.03 Subrecipient Project Manager. RCRRA's Project Manager for purposes of administration of this Agreement is the contact person listed in Section 7.01, or such other person as may be designated in writing by RCRRA. Nothing, however, in this Agreement will be deemed to authorize RCRRA's Project Manager to execute amendments to this Agreement on behalf of RCRRA.

VIII. GRANT PROPERTY

The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including, without limitation, the provisions of:

- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* 49 C.F.R. Parts 18.31, 18.32, and 18.33
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/03_DOTComRul_49CFR18.html)
- *Grant Management Guidelines*, FTA Circular 5010.1D
http://www.fta.dot.gov/documents/C_5010_1D_Finalpub.pdf)

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by RCRRA, from the Council.

IX. GENERAL CONDITIONS

9.01 Amendments. The terms of this Agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

9.02 Assignment. RCRRA may not assign, subgrant, or transfer any Workscope activities, except as provided in Section 9.03, without receiving the express written consent of the Council.

9.03 Assignment to WCRRA. RCRRA may assign, without limitation, any and all rights and responsibilities of this Agreement to Washington County Regional Railroad Authority (WCRRA) without the Council's consent. Upon assignment, Council agrees to release RCRRA from all obligations assigned to WCRRA.

9.04 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between RCRRA and the Council, nor create third party beneficiary rights against Council or Subrecipient, including, but not limited to, Subrecipient's contractors or subcontractors.

9.05 Indemnification. RCRRA assumes liability for and agrees to defend, indemnify and hold harmless the Council, its members, officers, employees and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands including, without limitation, attorney's fees, arising out of, resulting from, or relating to the performance of the Workscope by Subrecipient or Subrecipient's employees, agents, or subcontractors.

9.06 Workscope Data. RCRRA agrees that the results of the Workscope, the reports submitted, and any new information or technology that is developed with the assistance of this grant is in the public domain and may not be copyrighted or patented by Subrecipient. RCRRA shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, in administering data under this Agreement.

9.07 Nondiscrimination. RCRRA agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, RCRRA agrees not to discriminate against any employee, applicant for employment, or participant in this Workscope because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation. In undertaking the Workscope activities, RCRRA agrees to comply with Minnesota Statutes, Section 363A.12, regarding non-discrimination in the provision of public services.

9.08 Acknowledgment. RCRRA shall appropriately acknowledge the grant assistance made by the Council and the FTA under this Agreement in any promotional materials, reports and publications relating to the Workscope.

9.09 Compliance with Law; Obtaining Permits, Licenses, and Authorizations. RCRRA agrees to conduct the Workscope in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations. RCRRA is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the Workscope.

9.10 Workers Compensation; Tax Withholding. RCRRA represents that it is in compliance with the workers compensation coverage requirements of Minnesota Statutes, Section 176.181, subdivision 2, and that it, and any of its contractors or material suppliers, if any,

under this contract, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, Section 290.92.

9.11 Jurisdiction, Venue, and Applicable Law. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in the state or federal court with competent jurisdiction in Hennepin County, Minnesota. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota.

X. GENERAL FEDERAL REQUIREMENTS

10.01 Federal Requirements. The requirements in this Article X are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Agreement. If any requirement in this article is inconsistent with a provision found elsewhere in this Agreement and is irreconcilable with such provision, the requirement in this article shall prevail. When performing work or expending funds for Project activities, RCRRA agrees to comply with all applicable terms and conditions referenced herein. **RCRRA acknowledges that federal requirements in this Article X are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time.**

10.02 Incorporation of Specific Federal Requirements. Specifically, and without limitation, RCRRA agrees to comply with the federal requirements set forth in **Exhibit E** ("Specific Federal Requirements") and agrees to require, unless specifically exempted, sub-recipients (if authorized) and third party contractors at every tier to comply with the same. Council agrees to advise Subrecipient of any relevant changes to these requirements. These requirements include, but are not limited to, the following:

Debarment and Suspension. RCRRA agrees to comply, and assures the compliance of each subrecipient, lessee, or third party contractor at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Nonprocurement)," 49 C.F.R. Part 29. RCRRA agrees to, and assures that its subrecipients, lessees, and third party contractors will review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any third subagreement, lease or third party contract. [U.S. DOT issued a new amendment to these regulations adopting the optional lower tier coverage for tiers lower than the first tier below a covered nonprocurement transaction. *See*, 71 *Fed. Reg.* 62394, October 25, 2006.]

Integrity Certification. By signing this Agreement, RCRRA certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency. This certification is a material representation of fact upon which the COUNCIL relies in entering this contract. If it is later determined that RCRRA knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. RCRRA shall provide to the COUNCIL immediate written notice if at any time RCRRA learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Certification of Restrictions on Lobbying; Disclosure. The provisions of this section apply only if the amount of this contract (including the value of any amendments thereto) is equal to, or exceeds \$100,000.

RCRRA certifies that no federal appropriated funds have been paid or will be paid by or on behalf of RCRRA for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The certification of this compliance ("Lobbying Restriction Certification") submitted by RCRRA in connection with this project is incorporated in, and made a part of, this contract.

RCRRA further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the projects funded by the funds allocated to RCRRA in this Agreement, RCRRA shall complete and submit to the Council, Standard Form-LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions.

RCRRA certifies that it will require the language of this certification be included in the award documents for any subcontracts equal to or in excess of \$100,000.00 under this Agreement, and that all subcontractors shall certify and disclose accordingly to RCRRA. All certifications and disclosures shall be forwarded to the Council by RCRRA.

The certifications referred to in this section (including the "Lobbying Restriction Certification" submitted by RCRRA in connection with this project and incorporated in, and made a part of, this contract) are material representations of fact upon which the Council relies when this contract is made

10.03 Federal Certifications and Assurances; Execution and Incorporation.

RCRRA agrees to comply with and to certify compliance annually with the most current version of the Federal *Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements*, a copy of which is attached hereto as **Exhibit F** and incorporated herein by this reference ("C & A"). RCRRA must certify compliance with all applicable provisions by signing the C & A and returning the same to the Council as part of the execution of this Agreement. Also, RCRRA must, during the term of this Agreement or the term of any other agreement or subgrant where RCRRA has received funds from the FTA, and for the useful life of all assets that have been purchased using federal grant funds: (i) annually execute the most current C & A and return the same to the Council by April 1; and (ii) annually participate in a minimum of six hours of federal compliance training hosted by the Council.

10.04 Compliance with Federal Requirements; Incorporation of Specific Documents by Reference. RCRRA agrees to comply with all federal statutes, rules, FTA Circulars, Executive Orders, guidance, and other requirements that may be applicable to this grant. In particular, and without limitation, RCRRA agrees to comply with the terms and

conditions of the following documents when performing work or expending funds for Workslope activities:

- **FTA Master Agreement**
(www.fta.dot.gov/documents/TEAM_Master_Agreement_2011_17-Master.pdf - 2010-11-03)
- **Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**, 49 CFR Part 18
(http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/03_DOTComRul_49CFR18.html)
- **Grant Management Guidelines**, FTA Circular 5010.1D
(http://www.fta.dot.gov/documents/C_5010_1D_Finalpub.pdf)
- **Third Party Contracting Requirements**, FTA Circular 4220.1F,
(http://www.fta.dot.gov/documents/C_4220_1F.pdf)

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by RCRRA, from the Council.

10.05 Compliance with Federal Procurement Requirements. Subrecipient will comply with all applicable federal law, rules, and guidance relating to such procurement including, without limitation, the provisions of *Third Party Contracting Requirements*, FTA Circular 4220.1F, which document is incorporated by reference into this Agreement. A copy of this document is available at the FTA internet website, www.fta.gov/indicated or, upon request by RCRRA, from the Council. The "Federal Procurement Basics" is attached hereto as **Exhibit D** to provide RCRRA process for procurements under this Agreement.

- A. **Certification of Subrecipient's Procurement System.** Subrecipient certifies that its procurement system complies with the standards described in the previous paragraph.
- B. **Council Approval of Contracts.** RCRRA shall not execute any third party contract of \$50,000 or more until it has first received written approval from the Council's Project Manager.
- C. **Subrecipient Contract Initiation Memo.** Subrecipient shall use the Contract Initiation Memo attached hereto as **Exhibit G** ("Subrecipient Contract Initiation Memo") for all procurements of \$50,000 or more. It is understood, that no procurement shall be split in order to fall beneath this threshold.
- D. **Inclusion of Provisions in Lower Tier Contracts.** RCRRA agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier third party contract financed in whole or in part with financial assistance under this Agreement including all applicable provisions of this Agreement.
- E. **Disadvantaged Business Enterprise Requirements.** For all work performed under this Agreement, Subrecipient will comply with the Council's

Disadvantaged Business Enterprise (DBE) Program. In particular, Subrecipient agrees to comply with the requirements of the Council's "Disadvantaged Business Enterprise (DBE) Program" document which is attached to and incorporated into this Agreement as **Exhibit H** ("Disadvantage Business Enterprise (DBE) Program").

On a monthly basis, RCRRA will submit a report that includes all DBE activity on their third party agreements. Subrecipient invoices will not be reimbursed until this report is submitted.

10.06 No Federal Obligation. This grant is financed by federal funds. However, payments to RCRRA will be made by the Council. The United States is not a party to this Agreement and no reference in this Agreement to the United States, USDOT, FTA, or any representatives of the federal government makes the United States a party to this Agreement. RCRRA shall include this clause in any contracts or agreements under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by both parties.

**RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY**

Date _____

By _____

Name _____

Title _____

Date _____

By _____

Name _____

Title _____

METROPOLITAN COUNCIL

Date _____

By _____

Regional Administrator

Approved as to form:

Metropolitan Council
Office of General Counsel

LIST OF EXHIBITS

Exhibit	Description
A	Workscope and Approved Budget (Independent Cost Estimate)
B	Subrecipient Invoice Form
C	DBE Progress/Project Report Form
D	Federal Procurement Basics
E	Specific Federal Requirements
F	Federal Certifications and Assurances
G	Subrecipient Contract Initiation Memo
H	DBE Subcontracting Policy and Procedure

EXHIBIT A

I-94 Corridor AA Study Work Scope: Extension to Eau Claire, WI Summary

The I-94 Corridor runs generally along I-94 from western Wisconsin to the Union Depot in downtown St Paul and on to downtown Minneapolis. In addition to the freeway corridor, the existing Union Pacific (UP), Canadian Pacific (CP) and BNSF rail lines that generally run parallel to I-94 are included within the I-94 Corridor Alternatives Analysis Study. The work scope associated with this grant Agreement is to complete the tasks identified below and as originally conceived for the I-94 Corridor Alternatives Analysis Study, but hereby extended to include Eau Claire, Wisconsin as the eastern terminus of the Study.

Key Study Tasks

The purpose of the grant funds transferred in this Agreement is to extend the eastern highway and rail termini of the ongoing I-94 Corridor Alternatives Analysis Study to Eau Claire, Wisconsin to be consistent with the February 16, 2010 Federal Register project listing that appropriated \$250,000 to RCRRA to complete an Alternatives Analysis and/or Environmental Assessment from Saint Paul, MN to Eau Claire, WI. This FTA grant is to fund the planning and alternatives assessment tasks to the extended corridor.

This study extension includes the following tasks:

- 1) Review of previous studies
- 2) Public involvement
- 3) Problem statement/goals/objectives
- 4) Initial development/screening of alternatives
- 5) Technical methodology memorandum
- 6) Conceptual design/detailed alternatives
- 7) Operating plan
- 8) Ridership forecasts
- 9) Capital cost estimates
- 10) Operating/maintenance cost estimates
- 11) Cost effectiveness index
- 12) Environmental scoping/community impacts report
- 13) Alternatives Evaluation/Final Alternatives Report
- 14) Final Alternatives Analysis Report

**Washington County Regional Railroad Authority
On Behalf of the I-94 Corridor Commission
I-94 Alternatives Analysis
Addendum No. 1 – Task 17. Optional Task**

Independent Cost Estimate (ICE)

The Washington County Regional Railroad Authority (WCRRA) issued a Request for Proposals (RFP) on behalf of the I-94 Corridor Commission for the completion of the I-94 Alternatives Analysis (AA) on May 24, 2010. The project budget for the study is \$1,150,000 with an expected completion in 18 months from the contract approval date. It is anticipated that the project will require 7,340 person hours to complete.

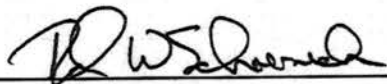
An addition Optional Task is being added as an addendum to the RFP. This Optional Task is to complete all of the tasks identified in the original RFP based on an extension of the corridor to Eau Claire, Wisconsin. The project budget for this Optional Task is \$250,000 with an expected 1,568 person hours to complete. The completion date is not expected to change significantly with the inclusion of this Task.

Attached is a detailed Independent Cost Estimate for both Hours and Costs for the purposes of validating the proposed budget for the Optional Task only.

Key Assumptions

- The study will require significant public involvement and coordination with numerous stakeholders along the corridor.
- A ten percent (10%) contingency rate was factored into the final project costs for extraordinary project requirements including additional modeling/forecasting, increase public involvement/stakeholder coordination, more robust environmental analysis, etc.
- Hourly rates factored in overhead and profit.
- Direct expenses were factored into the final project cost and include travel, meals, lodging, etc.
- Hourly rates and person-hours were based on two factors:
 - WCRRA's familiarity with established market rates for consultants in the area of transportation planning and engineering
 - Consultation for local and regional partners with projects of similar scope and project length

Signed: _____



6/8/10

WCRRA Project Manager

23

I-94 Alternatives Analysis - Addendum No. 1

Task 17. Optional Task - Extension to Eau Claire, Wisconsin

Work Plan Hours and Costs

June 7, 2010

Work Plan - Hours

			Principal	Project Manager	Senior Professional / Engineer	Principal Architect	Systems Consultant	Senior Planner / Associate	Senior Technician	Administrative Professional
		Hours	\$250	\$190	\$180	\$135	\$155	\$120	\$95	\$70
Task 1.0	Review and Assess Previously Completed Work	21		6	5	5		5		
Task 2.0	Project Management	105	5	60	10	15	5	10		
Task 3.0	Public Involvement	185	5	30	10	10		90	20	20
Task 4.0	Project Statement / Goals and Objectives	52	2	25	10	5		10		
Task 5.0	Development of Initial Alternatives and AA Initiation Package	130	5	20	20	20	20	35	10	
Task 6.0	Technical Methodologies	85		10	15	5	15	20	10	10
Task 7.0	Screening of Alternatives, Conceptual Design, Detailed Definition of Alternatives Report	335	5	40	30	15	30	135	50	30
Task 8.0	Operating Plan	125		15	30	10	15	30	20	5
Task 9.0	Ridership Forecast	185		25	5	10	70	75		
Task 10.0	Capital Cost Estimates	35		5	10		10	10		
Task 11.0	Operating and Maintenance Cost Estimates	35		5	5		10	15		
Task 12.0	Cost Effectiveness Index	20		5				15		
Task 13.0	Environmental/Scoping and Community Issues	95		20	5	5		55		10
Task 14.0	Evaluation of Alternatives, Final Definition of Alternatives Report	75		5	5			45	10	10
Task 15.0	Final Alternatives Analysis Report	85	5	10	5			20	10	35
Task 16.0	Quality Plan	0								
		1568	27	281	165	100	175	570	130	120
			27	281	165	100	830	570	130	120

Hours and Costs included in Project Management and/or Final Alternatives Analysis Report Tasks

Amendment No. 1 Budget	\$250,000
Contingency (10%) of Budget	\$25,000
Direct Expenses (travel, meals, lodging, etc.)	\$5,385

24

I-94 Alternatives Analysis - Addendum No. 1

Task 17. Optional Task - Extension to Eau Claire, Wisconsin

Work Plan Hours and Costs

March 10, 2010

Work Plan - Cost Proposal

Tasks	Cost	Principal	Project Manager	Senior Professional / Engineer	Principal Architect	Systems Consultant	Senior Planner / Associate	Senior Technician	Administrative Professional
		\$250	\$190	\$180	\$135	\$155	\$120	\$95	\$70
Task 1.0	Review and Assess Previously Completed Work	\$3,315	\$0	\$1,140	\$900	\$675	\$0	\$600	\$0
Task 2.0	Project Management	\$18,450	\$1,250	\$11,400	\$1,800	\$2,025	\$775	\$1,200	\$0
Task 3.0	Public Involvement	\$24,200	\$1,250	\$5,700	\$1,800	\$1,350	\$0	\$10,800	\$1,400
Task 4.0	Project Statement / Goals and Objectives	\$8,925	\$500	\$4,750	\$1,800	\$675	\$0	\$1,200	\$0
Task 5.0	Development of Initial Alternatives and AA Initiation Package	\$19,600	\$1,250	\$3,800	\$3,600	\$2,700	\$3,100	\$4,200	\$950
Task 6.0	Technical Methodologies	\$11,650	\$0	\$1,900	\$2,700	\$675	\$2,325	\$2,400	\$950
Task 7.0	Screening of Alternatives, Conceptual Design, Detailed Definition of Alternatives Report	\$43,975	\$1,250	\$7,600	\$5,400	\$2,025	\$4,650	\$16,200	\$4,750
Task 8.0	Operating Plan	\$17,775	\$0	\$2,850	\$5,400	\$1,350	\$2,325	\$3,600	\$1,900
Task 9.0	Ridership Forecast	\$26,850	\$0	\$4,750	\$900	\$1,350	\$10,850	\$9,000	\$0
Task 10.0	Capital Cost Estimates	\$5,500	\$0	\$950	\$1,800	\$0	\$1,550	\$1,200	\$0
Task 11.0	Operating and Maintenance Cost Estimates	\$5,200	\$0	\$950	\$900	\$0	\$1,550	\$1,800	\$0
Task 12.0	Cost Effectiveness Index	\$2,750	\$0	\$950	\$0	\$0	\$0	\$1,800	\$0
Task 13.0	Environmental and Community Issues	\$12,675	\$0	\$3,800	\$900	\$675	\$0	\$6,600	\$0
Task 14.0	Evaluation of Alternatives, Final Definition of Alternatives Report	\$8,900	\$0	\$950	\$900	\$0	\$0	\$5,400	\$950
Task 15.0	Final Alternatives Analysis Report	\$9,850	\$1,250	\$1,900	\$900	\$0	\$0	\$2,400	\$950
Task 16.0	Quality Plan	\$0							
		\$219,615	\$6,750	\$53,390	\$29,700	\$13,500	\$27,125	\$68,400	\$12,350
									\$8,400

Hours and Costs included in Project Management and/or Final Alternatives Analysis Report Tasks

Amendment No. 1 Budget	\$250,000
Contingency (10%) of Budget	\$25,000
Direct Expenses (travel, meals, lodging, etc.)	\$5,385

25

I-94 Alternatives Analysis - Addendum No. 1

Task 17. Optional Task - Extension to Eau Claire, Wisconsin

Direct Expenses

Flight	Cost - Roundtrip	Number of Trips	Total Cost
Proxy City - Denver	\$220	0	\$0

Hotel	Cost per Night	Number of Nights	Number of Trips	Total Cost
Downtown Mpls	\$200	1	18	\$3,600

Auto Rental	Cost per Day	Number of Days	Number of Trips	Total Cost
Midsize Sedan	\$50	1	18	\$900

Meals	Cost per Day	Number of Days	Number of Trips	Total Cost
	\$50	1	18	\$900

Total Cost = \$5,400

Adjusted to \$5,385 to accommodate \$250,000 not to exceed budget.

EXHIBIT B

Subrecipient Invoice

Remit to: _____

Address: _____

Met Council Contract No.: _____

Is this the FINAL invoice? Yes _____ No _____

Dates covered by invoice: _____

Attach itemized detail and copies of receipts for all non-recurring expenditures

Income Sources	Approved Income budget	Income recognized this	Income recognized year	Unrecognized income
INCOME				
				\$
				\$
				\$
Total Income	\$ -	\$ -	\$ -	\$ -
Approved Budget Expense Category*	Approved Budget Amount	Expenses incurred this period	Cumulative to Date Actual	Balance Remaining
EXPENSE				
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
Total Expenditures	\$ -	\$ -	\$ -	\$ -

Amount of Reimbursement requested _____ (total expense less match)

Certification: I certify the expenditures reflected in this invoice are true and correct and have been made for the purpose of and in accordance with applicable terms and conditions of the award. I have examined the expenditures reflected on this bill and determined that each reflects a reasonable price based on market prices offered by the vendors to the general public. Appropriate documentation to support these authorized expenditures is on file and available for review. These expenditures are not reimbursable from other sources and have not been previously claimed.

Authorized Signature: _____ Date: _____

* Copies of invoices for all non-recurring expenses should be included as attachments to this invoice.

EXHIBIT C

INSTRUCTIONS
for use of
Form DBE - DBE Progress/Project Report

Form DBE

1. Form DBE is for use by all contractors and consultants with a contract that has a DBE participation requirement associated with it.
2. **Information CANNOT be entered into a yellow-colored cell.**
3. Enter the total contract-specific information into the white rectangles for Item No.s 1 - 10, 12, and 14.
4. Information for Item No.s 11, 13, and 15 will calculate automatically.
5. Insert the DBE Utilization Goal percentage.
6. Insert the time period this report covers.
7. Check whether the report is an Interim Report or a Final Report.
8. In Column A), list the DBE firm retained by the prime contractor.
9. In Column B), list the \$\$ value of the sub-contract the DBE has received from the prime contractor.
10. If the listed DBE has sub-contracted some of its work to non-DBEs, list each non-DBE on a separate line in Column C).
11. For each non-DBE, list (in Column D)) the \$\$ value of their work sub-contracted from the DBE. This \$\$ value is to also include all DBE Change Order amounts passed along to the non-DBE.
12. In Column E), list the value of all Change Orders provided to the DBE.
13. Column F) will automatically generate the appropriate data.
14. In Column G), enter the amount the DBE is to be paid with this pay request.
15. In Column H), enter the amount the DBE has been paid as of the date of this report.
16. Column I) will automatically generate the appropriate data.
17. If additional space is required in order to list all DBEs and their non-DBE sub-contractors, go to sheet 2.
18. Explanations or comments may be placed on sheet 1. If additional space is needed, use an additional sheet.
19. Print the sheets.
20. Sign, insert your title, and date Sheet 1 of the report.
21. Submit the completed form to the CAR monthly with the pay request. **If a monthly pay request is NOT submitted, this form MUST still be submitted by no later than the 15th of the month.**

Form DBE

1. Project #:		9. Original Contract Amount:	
2. Project Title:		10. Change Orders To Date:	
3. Prime Contractor:		11. Revised Contract Amount:	\$0.00
4. Type of Services:		12. Total Earned To Date:	
5. Contract #:		13. Contract Dollars Remaining:	\$0.00
6. Contract Award Date:		14. Amount Paid to Date:	
7. Payment Claim #:		15. Percent Paid to Date:	#DIV/0!
8. DBE Progress Report #:			

Utilization Goal: DBE %						Interim Report	Final Report	
Reporting Period: From _____ to _____								
A) DBE Subcontractor (SEE INSTRUCTION 1)	B) \$\$ Amount of Original DBE Contract	C) Non-DBE Sub-contractor (to DBE) (SEE INSTRUCTION 2)	D) \$ Amount to Non-DBE Sub (SEE INSTRUCTION 3)	E) \$ Amount in Change Orders to DBE Contract	F) Total DBE Contract \$\$ Amount	G) \$\$ Amount DBE Paid This Pay Request	H) \$\$ Amount Paid To DBE To Date	I) DBE %
					\$0.00			#DIV/0!
					\$0.00			#DIV/0!
					\$0.00			#DIV/0!
					\$0.00			#DIV/0!
					\$0.00			#DIV/0!
					\$0.00			#DIV/0!
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					\$0.00			#DIV/0!
					\$0.00			#DIV/0!
					\$0.00			#DIV/0!
	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
Total DBE Contract \$\$ Amount as % of Total Contract Amount (#11):							#DIV/0!	
\$\$ Amount Paid to DBE To Date as % of Total Contract Amount Paid To Date (#14)							#DIV/0!	#DIV/0!
Explanation if DBE Goal Not Being Met or Other Comments:								Total DBE %
Signature:				Date:				
Title:								

INSTRUCTIONS:

1. List each DBE sub-contractor only once. Insert appropriate information in Columns A), B), E), G), and H).
2. Complete Columns C) and D) only for each Non-DBE sub hired by the DBE sub.
3. Column D) shall include all DBE Change Order amounts passed along to Non-DBE.

Form DBE

22

EXHIBIT D

Federal Procurement Basics

These procurement basics represent the minimum requirements to be used by recipients and subrecipients when purchasing goods and services with Federal funds. Recipients and subrecipients may follow their own procurement requirements as long as their requirements are more restrictive than these basics.

Micro-purchases (procurements under \$2,500) require:

1. Micro-purchases may be made without obtaining competitive quotations if the recipient or subrecipient determines that the price to be paid is fair and reasonable.
2. Micro purchases of construction services valued at greater than \$2,000 require the application of Davis-Bacon Act federal prevailing wage rates.
3. All micro purchases for architectural and engineering services require compliance with the Brooks Act.
4. Minimal documentation is required: (a) a determination that the price is fair and reasonable and (b) how this determination was derived.

Purchases greater than \$2,500 and less than \$25,000 require:

1. An Independent Cost Estimate (ICE): a documented analysis of the estimated cost of the item or services, based on historic costs, vendor information, or other reasonable methods.
2. Use of the Disadvantaged Business Enterprise (DBE) directory to obtain at least one quote from a DBE firm, if one is available for the required good or service.
3. At least three written or verbal quotes.
4. A documented price analysis, using the ICE as a basis of comparison.
5. The FTA clauses must be attached to the purchase order. Subrecipients can direct questions to the Council Project Manager.

Purchases greater than \$25,000 and less than \$50,000 require the same process as above, except the quotes must be written.

Purchases of \$50,000 and greater require approval from Council staff. Contact the Council's Project Manager for further guidance.

1. A Contract Initiation Memo (CIM) or Subrecipient Contract Initiation Memo (SCIM) is required for all purchases of this value.
2. The Subrecipient Project Managers work through the Council Project Manager for approvals/reviews.
3. Completed CIMs or SCIMs are forwarded by the Council Project Manager for required approvals from the Council's Grants, Purchasing and Office of Diversity and Equal Opportunity (ODEO). Once approved, the solicitation can be issued.
4. Draft solicitation documents are forwarded by the Council's Project Manager to the Council's Purchasing and ODEO for approval.

5. The solicitation is issued.
6. Solicitation responses are forwarded by Council's Project Manager to Council's Purchasing and ODEO for approval and DBE compliance check before the award of a contract.
7. Copies of executed Metropolitan Council and Subrecipient contracts are kept by Council's Project Manager and Council Purchasing.
8. Metropolitan Council and Subrecipient contract changes require prior review and approval by the Council's Project Manager, Council Purchasing and ODEO.

Contract Changes

1. Every change order and contract amendment requires that a cost or price analysis be performed to determine if the price change is fair and reasonable.
2. A change order valued at greater than 10% of the original value of the purchase order is considered to be a separate purchase, and must be supported by an appropriate competitive process or be authorized as a sole source purchase.
3. An amendment to a non-construction contract valued at greater than 10% of the original value of the contract is considered to be a separate purchase, and must be supported by an appropriate competitive process or be authorized as a sole source purchase.
4. Construction change orders valued at less than 5% of the original value of the construction contract are considered to be minor adjustments to the contract.
5. Change orders that increase the total amount of the construction contract by no more than 5% of the original contract value or \$50,000 (whichever is greater), may be authorized by staff with appropriate Construction Change Order Signature Authority.
6. Change orders that increase the total amount of the construction contract by more than 5% of the original contract value or \$50,000 (whichever is greater) must be approved by the policy board.
7. Use of sole source procurement for change orders and contract amendments must be done with care *on an exception basis only* and must be justified for each occurrence. Sole source authorization must be obtained *prior to* ordering the goods or services except in a declared public emergency.

Billing and invoicing

The Subrecipient submits an invoice monthly on a cost reimbursement basis. All invoices for reimbursement must contain the standard certification that all attached invoices are for a reasonable price, based on market prices offered by the vendors to the general public. The Subrecipient invoice form is provided as an attachment to this document.

EXHIBIT E

SPECIFIC FEDERAL REQUIREMENTS

FTA-1 Fly America Requirements. The Contractor agrees to comply with 49 U.S.C. § 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 C.F.R. part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

FTA-2 Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act.

FTA-3 Access to Records and Reports. The Contractor agrees to provide the Council, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor also agrees, pursuant to 49 C.F.R. § 633.15, to provide the FTA Administrator or the Administrator's authorized representatives, including any project management oversight (PMO) contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309, or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce such documents by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In addition to any other requirements for maintenance of project records and documents in this contract, the Contractor agrees to maintain such records and documents until the Council, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all litigation, appeals, claims or exceptions arising from the performance of this contract.

FTA-4 Federal Changes. The Contractor shall at all times comply with the required FTA clauses set forth in this contract and with all applicable FTA regulations, policies, procedures and directives including, without limitation, those listed directly or by reference in the Master Agreement between the Council and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

FTA-5 Recovered Materials. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 C.F.R. part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 C.F.R. part 247.

FTA-6 No Obligation by the Federal Government. The Council and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of this contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Council, the Contractor, or any other party (whether or not a party to the contract) pertaining to any matter resulting from this contract. The Contractor agrees to include the preceding clause in each subcontract under this contract and that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FTA-7 Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this contract. Upon execution of this contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001, 49 U.S.C. § 5307(k)(1), 49 U.S.C. § 5323(l) or other applicable federal law on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above language in each subcontract under this contract and that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FTA-8 Civil Rights. The following requirements apply to this contract:

- 1. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d *et seq.* and USDOT regulations "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of

Title VI of the Civil Rights Act," 49 C.F.R. part 21, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this contract:

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

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

c. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, pertaining to

employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Inclusion in Subcontracts. The Contractor agrees to include the requirements of this Section FTA-8 in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

FTA-9 Disadvantaged Business Enterprise ("DBE")

1. Nondiscrimination. Pursuant to 49 C.F.R. § 26.13, the Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Council deems appropriate. The Contractor shall include this requirement in all subcontracts pursuant to this contract.

2. Prompt Payment. The Contractor agrees to pay subcontractors within 10 calendar days of the Contractor's receipt of payment from the Council for undisputed services provided by the subcontractor. The Contractor agrees to pay subcontractors all undisputed retainage payments within 10 calendar days of the Contractor's receipt of payment of retainage from the Council. The Contractor shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the Council. The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section may result in the Council finding the Contractor in noncompliance with the DBE provisions of this contract.

FTA-10 Incorporation of FTA Terms. Specific provisions in this contract include, in part, certain standard terms and conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in 49 C.F.R. § 18.36 and FTA Circular 4220.1F, are hereby incorporated by reference. Notwithstanding anything to the contrary in this contract, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Council requests which would cause the Council to be in violation of the FTA terms and conditions.

FTA-10a National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit

Projects" 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and other Federal requirements that may be issued.

FTA-11 Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report each violation to the Council and understands and agrees that the Council will, in turn, report each violation as required to assure notification to the FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

FTA-12 Certification of Restrictions on Lobbying; Disclosure. The Contractor certifies that no federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The certification of this compliance ("Lobbying Restriction Certification") submitted by the Contractor in connection with this project is incorporated into, and made a part of, this agreement.

The Contractor further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit to the Council, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor certifies that it will require the language of this certification be included in the award documents for any subcontracts equal to or in excess of \$100,000.00 under this agreement, and that all subcontractors shall certify and disclose accordingly to the Contractor.

The certifications referred to in this section (including the "Lobbying Restriction Certification" submitted by the Contractor in connection with this project and incorporated in, and made a part of, this agreement) are material representations of fact upon which the Council relies when this contract is made.

FTA-13 Clean Air. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report each violation to the Council and understands and agrees that the Council will, in turn, report each violation as required to assure notification to the FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

FTA-14 Suspension and Debarment. This contract is a covered transaction for the purposes of 2 C.F.R. part 1200. By executing this contract, the Contractor certifies that none of the Contractor, its principals, as defined at 2 C.F.R. § 180.995, or affiliates, as defined at 2 C.F.R. § 180.905, are disqualified or excluded as defined at 2 C.F.R. §§ 180.935 and 180.940. The certification in this clause is a material representation of fact relied upon by the Council. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Council, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C throughout the term of this contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

FTA-15 [Reserved].

FTA-16 [Reserved].

FTA-17 Buy America. The Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

FTA-18 Cargo Preference. The Contractor agrees: (a) to use privately-owned United States-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph (a) to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Council (through the Contractor in the case of a lower-tier participating subcontractors bill of lading); and (c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FTA-19 [Reserved].

FTA-20 Contract Work Hours and Safety Standards Act.

(1) **Overtime Requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible for a violation shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for Unpaid Wages and Liquidated Damages.** The Council shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(5) **Safety Standards.**

(i) **General Requirement.** The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3704, and applicable Department of Labor regulations, "Safety and Health Regulations for Construction" 29 C.F.R. part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) **Subcontracts.** The Contractor also agrees to include the requirements of this paragraph (5) in each subcontract. The term "subcontract" under this paragraph (5) is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this paragraph (5) if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this paragraph (5) do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

FTA-21 [Reserved]

FTA-22 Pre-Award and Post Delivery Audit Requirements. The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663 and to submit the following certifications:

1. Buy America Requirements. The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

2. Solicitation Specification Requirements. The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

EXHIBIT F

Calendar Year 2011 FTA Certifications and Assurances Signature Page
(Required of all Metropolitan Council Grant Sub-Recipients of FTA and other federal funding sources)

Name of Grant Sub-Recipient: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Grant Sub-Recipient, I declare that the Grant Sub-Recipient has duly authorized me to make these certifications and assurances and bind the Grant Sub-Recipient's compliance. Thus the Grant Sub-Recipient agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the attached page applicable to each federally funded grant it receives from the Metropolitan Council in calendar year 2011.

The Grant Sub-Recipient affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to the Federal Transit Administration ("FTA") through the Metropolitan Council as the Federal Grant Recipient, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA through the Metropolitan Council. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Grant Sub-Recipient are true and correct.

Signature _____ Date _____

Name _____
Authorized Representative of Grant Sub-Recipient

Affirmation of Grant Sub-Recipient's Attorney

For (Name of Grant Sub-Recipient) _____

As the undersigned Attorney for the above name Grant Sub-Recipient, I hereby affirm to the Grant Sub-Recipient that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as required by the FTA. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Grant Sub-Recipient.

I further affirm to the Grant Sub-Recipient that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of federally funded projects.

Signature _____ Date _____

Name _____
Attorney for Grant Sub-Recipient

**2011 Calendar Year Certification and Assurance For
Federal Transit Administration Assistance Grants**

Name of Metropolitan Council's Grant Sub-Recipient: _____

The Grant Sub-Recipient understands and agrees to comply with any applicable provision of Categories 01-24.

Category	Description
01	Assurances Required for Each Applicant
02	Lobbying
03	Procurement Compliance
04	Protections for Private Providers of Public Transportation
05	Public Hearing
06	Acquisition of Rolling Stock for Use in Revenue Service
07	Acquisition of Capital Assets by Lease
08	Bus Testing
09	Charter Service Agreement
10	School Transportation Agreement
11	Demand Responsive Service
12	Alcohol Misuse and Prohibited Drug Use
13	Interest and Other Financing Costs
14	Intelligent Transportation Systems
15	Urbanized Area Formula Program
16	Clean Fuels and Grant Program
17	Elderly Individuals and Individuals with Disabilities Program and Pilot Program
18	Nonurbanized Area Formula Program for States
19	Job Access and Reverse Commute Program
20	New Freedom Program
21	Paul S. Sarbanes Transit in Parks Program
22	Tribal Transit Program
23	TIFIA Projects
24	Deposits of Federal Financial Assistance to a State Infrastructure Banks

FEDERAL FISCAL YEAR 2011 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

PREFACE

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been compiled for Federal Transit Administration (FTA) assistance programs. FTA requests each Applicant to provide as many certifications and assurances as needed for all programs for which the Applicant intends to seek FTA assistance during Federal Fiscal Year 2011. Category 01 applies to all Applicants. Category 02 applies to all applications for Federal assistance in excess of \$100,000. Categories 03 through 24 will apply to and be required for some, but not all, Applicants and projects. An Applicant may select a single certification that will cover all the programs for which it anticipates submitting an application. FTA requests each Applicant to read each certification and assurance carefully and select all certifications and assurances that may apply to the programs for which it expects to seek Federal assistance.

FTA and the Applicant understand and agree that not every provision of these certifications and assurances will apply to every Applicant or every project for which FTA provides Federal financial assistance through a Grant Agreement or Cooperative Agreement. The type of project and the section of the statute authorizing Federal financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of FTA's enabling legislation currently in effect.

The Applicant also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all Federal laws, regulations, and directives that may apply to the Applicant or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the FTA Master Agreement MA(17) for Federal Fiscal Year 2011 at the FTA Web site <http://www.fta.dot.gov/documents/17-Master.pdf>. The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.

Because many requirements of these certifications and assurances will require the compliance of the subrecipient of an Applicant, we strongly recommend that each Applicant, including a State, that will be implementing projects through one or more subrecipients, secure sufficient documentation from each subrecipient to assure compliance, not only with these certifications and assurances, but also with the terms of the Grant Agreement or Cooperative Agreement for the project, and the applicable Master Agreement for its project, if applicable, incorporated therein by reference. Each Applicant is ultimately responsible for compliance with the provisions of the certifications and assurances applicable to itself or its project irrespective of participation in the project by any subrecipient. The Applicant understands and agrees that when it applies for FTA assistance on behalf of a consortium, joint venture, partnership, or team, each member of that consortium, joint venture, partnership, or team is responsible for compliance with the certifications and assurances the Applicant selects.

FTA strongly encourages each Applicant to submit its certifications and assurances through TEAM-Web, FTA's electronic award and management system, at <http://fteamweb.fta.dot.gov>. Twenty-four (24) Categories of certifications and assurances are listed by numbers 01 through 24 in the TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients."

01. ASSURANCES REQUIRED FOR EACH APPLICANT

Each Applicant for FTA assistance must provide all assurances in this Category "01." Except to the extent that FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the Applicant provides the following assurances by selecting Category "01."

A. Assurance of Authority of the Applicant and Its Representative

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable State, local, or Indian tribal law and regulations, and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the FTA grant agreement or cooperative agreement, including the FTA Master Agreement that is incorporated by reference and made part of the latest amendment to its grant agreement or cooperative agreement with FTA issued for its project. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

C. Intergovernmental Review Assurance

Except if the Applicant is an Indian tribal government seeking assistance authorized by 49 U.S.C. 5311(c)(1), the Applicant assures that each application for Federal assistance it submits to FTA has been submitted or will be submitted for intergovernmental review to the appropriate State and local agencies as determined by the State. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of

Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17. This assurance does not apply to Applicants for Federal assistance under FTA's Tribal Transit Program, 49 U.S.C. 5311(c)(1).

D. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of the project property, whichever is longer, the Applicant assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project;
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions;
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project;
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits;
- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act, U.S. DOT implementing regulations, and this

assurance; and

- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

E. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

F. Suspension and Debarment

In accordance with the terms of U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180:

- (1) The Applicant (Primary Participant) certifies to the best of its knowledge and belief, that it and its principals, including its first tier subrecipients:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction; violation of any Federal or State antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification;
 - (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) The Applicant (Primary Participant) certifies that it and its principals, including its first tier subrecipients, will treat each lower tier contract or lower tier subcontract under the Project that (a) equals or exceeds \$25,000, (b) is for audit services, or (3) requires the consent of a Federal official, as a covered contract for purposes of 2 CFR Part 1200 and 2 CFR Part 180, and will otherwise comply with the Federal requirements of 2 CFR Part 1200 and 2 CFR Part 180, and will assure that the each lower tier participant involved in the Project is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from participation in this transaction by any Federal department or agency;
- (3) The Applicant (Primary Participant) certifies that if, later, it or its principals, including any of its first tier subrecipients, become aware of any information contradicting the statements of subparagraphs (1)(a) through (d) above, it will promptly provide any necessary information to FTA;
- (4) If the Applicant (Primary Participant) or any of its principals, including any of its first tier subrecipients or lower tier participants, is unable to certify to the statements within paragraphs (1), (2), and (3) above, the Applicant shall indicate so on its Signature Page or a Page attached in FTA's TEAM system providing a written explanation to FTA.

G. U.S. OMB Assurances

Consistent with U.S. OMB assurances set forth in SF-424B and SF-424D, the Applicant assures that, with respect to itself or its project, the Applicant:

- (1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to assure proper planning, management, and completion of the project described in its application;
- (2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- (4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;
- (5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;

52

- (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - (e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*, relating to nondiscrimination on the basis of drug abuse;
 - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd through 290dd-2, relating to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing; and
 - (i) Any other nondiscrimination statute(s) that may apply to the project;
- (6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable State and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:
- (a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;
 - (b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;
 - (c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;
 - (d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);
 - (e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;
 - (f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;

- (g) The Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;
 - (h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and
 - (i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;
- (7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, at 18 U.S.C. 874, and at 40 U.S.C. 3145, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted projects;
 - (8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
 - (9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;
 - (10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;
 - (11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;
 - (12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;
 - (13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to assure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the State;
 - (14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:
 - (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order

- No. 11514, as amended, 42 U.S.C. 4321 note;
- (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;
 - (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;
 - (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;
 - (e) Assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465;
 - (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;
 - (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;
 - (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and
 - (i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);
 - (j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and
 - (k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;
- (15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;
- (16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;
- (17) To the extent applicable, will comply with the Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal

assistance;

- (18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*, U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT; and
- (19) To the extent applicable, will comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

02. LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to U.S. DOT or FTA for a Federal grant, loan (including a line of credit), cooperative agreement, or a commitment that the Federal Government to guarantee or insure a loan exceeding \$100,000:
 - (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance;
 - (2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance).
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352.

The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

03. PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance to acquire property or services in support of its project is requested to provide the following certification by selecting Category "03." FTA also requests other Applicants to provide the following certification. An Applicant for FTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of Federal assistance for the project, if FTA determines that its procurement practices and procurement system fail to comply with Federal laws or regulations in accordance with applicable Federal directives.

The Applicant certifies that its procurements and procurement system will comply with all applicable Federal laws and regulations in accordance with applicable Federal directives, except to the extent FTA has expressly approved otherwise in writing.

04. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

Each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or operate public transportation equipment or facilities in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification. FTA may not award Federal assistance for such a project until the Applicant provides this certification by selecting Category "04."

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

- A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;
- B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
- C. Paid just compensation under State or local law to the company for any franchise or property acquired.

05. PUBLIC HEARING

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 for a capital project that will substantially affect a community or a community's public transportation service

is required to provide the following certification. FTA may not award Federal assistance for a capital project of that type until the Applicant provides this certification by selecting Category "05."

As required by 49 U.S.C. 5323(b), for a proposed capital project that will substantially affect a community, or the public transportation service of a community, the Applicant certifies that it has, or before submitting its application, it will have:

- A. Provided an adequate opportunity for public review and comment on the proposed project;
- B. After providing notice, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served, held a public hearing on the project if the project affects significant economic, social, or environmental interests;
- C. Considered the economic, social, and environmental effects of the proposed project; and
- D. Determined that the proposed project is consistent with official plans for developing the community.

06. ACQUISITION OF ROLLING STOCK FOR USE IN REVENUE SERVICE

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any rolling stock for use in revenue service is required to provide the following certification. FTA may not award any Federal assistance to acquire such rolling stock until the Applicant provides this certification by selecting Category "06."

As required by 49 U.S.C. 5323(m) and implementing FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 as modified by amendments authorized by section 3023(k) of SAFETEA-LU when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

07. ACQUISITION OF CAPITAL ASSETS BY LEASE

An Applicant that intends to request the use of Federal assistance authorized under 49 U.S.C. chapter 53 to acquire capital assets by lease is required to provide the following certifications. FTA may not provide Federal assistance to support those costs until the Applicant provides this certification by selecting Category "07."

As required by FTA regulations, "Capital Leases," 49 CFR part 639, at 49 CFR 639.15(b)(1) and 49 CFR 639.21, if the Applicant acquires any capital asset by lease financed with Federal assistance authorized under 49 U.S.C. chapter 53, the Applicant certifies as follows:

- (1) It will not use Federal assistance authorized under 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and it will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and

- (2) It will not enter into a capital lease for which FTA can provide only incremental Federal assistance unless it has adequate financial resources to meet its future obligations under the lease if Federal assistance is not available for capital projects in the subsequent years.

08. BUS TESTING

An Applicant for Federal assistance appropriated or made available for 49 U.S.C. chapter 53 to acquire any new bus model or any bus model with a new major change in configuration or components is required to provide the following certification. FTA may not provide Federal assistance for the acquisition of any new bus model or bus model with a major change until the Applicant provides this certification by selecting Category "08."

As required by 49 U.S.C. 5318 and FTA regulations, "Bus Testing," at 49 CFR 665.7, the Applicant certifies that, before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665):

- A. The bus model will have been tested at FTA's bus testing facility; and
- B. The Applicant will have received a copy of the test report prepared on the bus model.

09. CHARTER SERVICE AGREEMENT

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement. FTA may not provide Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, for such projects until the Applicant enters into this Charter Service Agreement by selecting Category "09."

- A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604.4, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.
- B. The Applicant understands and agrees that:
 - (1) The requirements of FTA regulations, "Charter Service," 49 CFR part 604, will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the project provide;
 - (2) The definitions of FTA regulations, "Charter Service," 49 CFR part 604, will apply to this Charter Service Agreement; and
 - (3) A pattern of violations of this Charter Service Agreement may require corrective measures and imposition of remedies, including barring the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has engaged in that pattern of violations from receiving FTA financial assistance, or withholding an amount

of Federal assistance as set forth in FTA regulations, "Charter Service," 49 CFR part 604, Appendix D.

10. SCHOOL TRANSPORTATION AGREEMENT

An Applicant that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following School Transportation Agreement. FTA may not provide Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 for such projects until the Applicant enters into this School Transportation Agreement by selecting Category "10."

- A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), the terms and conditions of which are incorporated herein by reference.
- B. The Applicant understands and agrees that:
 - (1) The requirements of FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractors, or other participants in the project provide;
 - (2) The definitions of FTA regulations, "School Bus Operations," 49 CFR part 605 will apply to this School Transportation Agreement; and
 - (3) If there is a violation of this School Transportation Agreement, FTA will bar the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has violated this School Transportation Agreement from receiving Federal transit assistance in an amount FTA considers appropriate.

11. DEMAND RESPONSIVE SERVICE

An Applicant that operates demand responsive service and applies for direct Federal assistance authorized under 49 U.S.C. chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification. FTA may not award direct Federal assistance authorized under 49 U.S.C. chapter 53 to an Applicant that operates demand responsive service to acquire non-rail public transportation vehicles until the Applicant provides this certification by selecting Category "11."

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Applicant certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Viewed in its entirety, the

Applicant's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

If the Applicant is required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations, FTA may not provide Federal assistance to that Applicant until it provides this certification by selecting Category "12."

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

13. INTEREST AND OTHER FINANCING COSTS

An Applicant that intends to request the use of Federal assistance for reimbursement of interest or other financing costs incurred for its capital projects financed with Federal assistance under the Urbanized Area Formula Program, the Capital Investment Program, or the Paul S. Sarbanes Transit in Parks Program is required to provide the following certification. FTA may not provide Federal assistance to support interest or other financing costs until the Applicant provides this certification by selecting Category "13."

As required by 49 U.S.C. 5307(g)(3), 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), 5309(i)(2)(C), and 5320(h)(2)(C), the Applicant certifies that it will not seek reimbursement for interest or other financing costs unless it is eligible to receive Federal assistance for those costs and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

14. INTELLIGENT TRANSPORTATION SYSTEMS

An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," is requested to provide the following assurance. FTA strongly encourages any Applicant for FTA financial assistance to support an ITS project to provide this assurance by selecting Category "14." An Applicant for FTA assistance for an ITS project that fails to provide this assurance, without providing other documentation assuring its commitment to comply with applicable Federal ITS standards and protocols, may be determined ineligible for award of Federal assistance for the ITS project.

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

- A. As provided in subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note, apart from certain exceptions, "intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [shall] conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a) [of section 5307 of SAFETEA-LU]." To facilitate compliance with subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note, the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 FR 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing; and
- B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

15. URBANIZED AREA FORMULA PROGRAM

Each Applicant for Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. If, however a "Designated Recipient" as defined at 49 U.S.C. 5307(a)(2)(A) enters into a Supplemental Agreement with FTA and a Prospective Grantee, that Grantee is recognized as the Applicant for Urbanized Area Formula Program assistance and must provide the following certifications and assurances.

Each Applicant is required by 49 U.S.C. 5307(d)(1)(J) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects, unless the Applicant has certified that such expenditures are not necessary. Information about the Applicant's intentions will be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when the Applicant enters its Urbanized Area Formula Program application in TEAM-Web.

FTA may not award Urbanized Area Formula Program assistance to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list or the Applicant attaches in TEAM-Web or includes in its quarterly report information sufficient to demonstrate that the Designated Recipients in its area together have expended one (1) percent of the amount of Urbanized Area Program assistance made available to them for transit enhancement projects.

FTA may not award Federal assistance for the Urbanized Area Formula Program to the Applicant until the Applicant provides these certifications and assurances by selecting Category "15."

As required by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities;
- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the Project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, not more than fifty (50) percent of the peak hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5307: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307, and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed; (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) has provided or will provide an

- opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has assured or will assure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of projects available to the public;
- G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
- J. In compliance with 49 U.S.C. 5307(d)(1)(J), each Federal fiscal year, the Applicant will spend at least one (1) percent of its funds authorized by 49 U.S.C. 5307 for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of existing or planned public transportation; and
- K. In compliance with 49 U.S.C. 5307(d)(1)(K), if the Applicant is a Designated Recipient serving an urbanized area with a population of at least 200,000, (1) the Applicant certifies either that it has expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the Urbanized Area Formula Assistance it receives this Federal fiscal year, or that at least one Designated Recipient in its urbanized area has certified or will certify that the Designated Recipients within that urbanized area together have expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the total amounts the Designated Recipients receive each Federal fiscal year under 49 U.S.C. 5307, and (2) either the Applicant has listed or will list the transit enhancement projects it has carried out with those funds, or at least one Designated Recipient in the Applicant's urbanized area has listed or will list the transit enhancement projects carried out with funds authorized under 49 U.S.C. 5307. If the Designated Recipient's quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of transit enhancement projects the Designated Recipients in its urbanized area have implemented during that preceding Federal fiscal year using those

funds, the information in that quarterly report will fulfill the requirements of 49 U.S.C. 5307(d)(1)(K)(ii), and thus that quarterly report will be incorporated by reference and made part of the Designated Recipient's and Applicant's certifications and assurances.

16. CLEAN FUELS GRANT PROGRAM

Each Applicant for Clean Fuels Grant Program assistance authorized under 49 U.S.C. 5308 is required to provide the following certifications on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the Clean Fuels Grant Program until the Applicant provides these certifications by selecting Category "16."

As required by 49 U.S.C. 5308(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Clean Fuels Grant Program assistance, and 49 U.S.C. 5307(d)(1), the designated recipient or the recipient serving as the Applicant on behalf of the designated recipient, or the State or State organization serving as the Applicant on behalf of the State, certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5308, not more than fifty (50) percent of the peak hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5308: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Clean Fuels Grant Program, 49 U.S.C. 5308, and the projects it proposes to

- undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of the proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5308(d)(2) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and
- J. The Applicant certifies it will operate vehicles purchased with Federal assistance provided under the Clean Fuels Grant Program, 49 U.S.C. 5308 only with clean fuels.

17. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA GRANT PROGRAM AND PILOT PROGRAM

Before FTA may award Elderly Individuals and Individuals with Disabilities Formula Grant Program assistance and, if applicable, Elderly Individuals and Individuals with Disabilities Pilot Program assistance to a State, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5310. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on

behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5310 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Elderly Individuals and Individuals with Disabilities Formula Grant Program and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by 49 U.S.C. 5310 and section 3012 of SAFETEA-LU, respectively. The State is thus requested to select Category "17."

- A. As required by 49 U.S.C. 5310(d), which makes the requirements of 49 U.S.C. 5307 applicable to the Elderly Individuals and Individuals with Disabilities Formula Grant Program to the extent that the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the State or State organization serving as the Applicant (State) and that administers, on behalf of the State, the Elderly Individuals and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, certifies and assures on behalf of itself and its subrecipients as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (5) The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(c), and if applicable by subsections 3012(b)(3) and (4) of SAFETEA-LU, for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
 - (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:
 - (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil);
 - (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. The State assures that each subrecipient either is recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310;

- C. The private nonprofit subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the State concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities;
- D. In compliance with 49 U.S.C. 5310(d)(2)(A) and subsection 3012(b)(2) of SAFETEA-LU, the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310;
- E. In compliance with 49 U.S.C. 5310(d)(2)(C), the State certifies that allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU will be distributed on a fair and equitable basis; and
- F. In compliance with 49 U.S.C. 5310(d)(2)(B) and subsection 3012(b)(2) of SAFETEA-LU, the State certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

18. NONURBANIZED AREA FORMULA PROGRAM FOR STATES

The provisions of 49 U.S.C. 5311 establishing the Nonurbanized Area Formula Program for States do not impose, as a pre-condition of award, any explicit certification or assurance requirements established specifically for that program. Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of this Nonurbanized Area Formula Program assistance. Separate certifications and assurances have been established in Category 22 for an Indian tribe that is an Applicant for Tribal Transit Program assistance authorized by 49 U.S.C. 5311(c)(1).

Before FTA may award Nonurbanized Area Formula Program assistance to a State, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5311. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications and assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5311 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311. The State is thus requested to select Category "18."

The State or State organization serving as the Applicant and that administers, on behalf of the State (State) the Nonurbanized Area Formula Program for States authorized by 49 U.S.C. 5311, assures on behalf of itself and its subrecipients as follows:

- A. The State has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
- B. The State has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. The State assures that the project equipment and facilities will be adequately maintained;
- D. In compliance with 49 U.S.C. 5311(b)(2)(C)(i), the State's program has provided for a fair distribution of Federal assistance authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State;
- E. In compliance with 49 U.S.C. 5311(b)(2)(C)(ii), the State's program provides or will provide the maximum feasible coordination of public transportation service to receive assistance under 49 U.S.C. 5311 with transportation service assisted by other Federal sources;
- F. The projects in the State's Nonurbanized Area Formula Program are included in the Statewide Transportation Improvement Program and, to the extent applicable, the projects are included in a metropolitan Transportation Improvement Program;
- G. The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5311(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- H. In compliance with 49 U.S.C. 5311(f), the State will expend not less than fifteen (15) percent of its Federal assistance authorized under 49 U.S.C. 5311 to develop and support intercity bus transportation within the State, unless the chief executive officer of the State, or his or her designee, after consultation with affected intercity bus service providers, certifies to the Federal Transit Administrator, apart from these certifications and assurances herein, that the intercity bus service needs of the State are being adequately met.

19. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

Each Applicant for Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the JARC Formula Grant Program until the Applicant provides these certifications by selecting Category "19."

- A. As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307

applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Applicant for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (6) In compliance with 49 U.S.C. 5316(f)(1) and 49 U.S.C. 5307(d)(1)(F), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct a statewide solicitation for applications, and make awards on a competitive basis; and that these activities will be carried out in a manner that complies with or will comply with 49 U.S.C. 5307(c);
 - (7) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(h) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
 - (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:
 - (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); and
 - (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. In compliance with 49 U.S.C. 5316(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under

- 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5316(f)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis;
 - D. In compliance with 49 U.S.C. 5316(g)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services;
 - E. In compliance with 49 U.S.C. 5316(g)(3), the Applicant certifies that: (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public; and
 - F. In compliance with 49 U.S.C. 5316(c)(3), before the Applicant uses funding apportioned under 49 U.S.C. 5316(c)(1)(B) or (C) for projects serving an area other than that specified in 49 U.S.C. 5316(2)(B) or (C), the Applicant certifies that the chief executive officer of the State, or his or her designee will have certified to the Federal Transit Administrator, apart from these certifications herein, that all of the objectives of 49 U.S.C. 5316 are being met in the area from which such funding would be derived.

20. NEW FREEDOM PROGRAM

Each Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 must provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the New Freedom Program until the Applicant provides these certifications by selecting Category "20."

- A. As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 certifies and assures on behalf of itself and its subrecipients, if any, as follows:
 - (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;

- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (5) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:
 - (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil);
 - (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. In compliance with 49 U.S.C. 5317(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(B) or financial assistance authorized under 49 U.S.C. 5317(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5317(f)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services;
- D. In compliance with 49 U.S.C. 5317(e)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis; and
- E. In compliance with 49 U.S.C. 5317(f)(3), the Applicant certifies that: (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and through participation by the public.

21. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Each State, tribal area, or local government authority that is an Applicant for Paul S. Sarbanes Transit in Parks Program assistance (Applicant) authorized by 49 U.S.C. 5320, is required to

provide the following certifications. FTA may not award assistance for the Paul S. Sarbanes Transit in Parks Program to the Applicant until the Applicant provides these certifications by selecting Category "21."

- A. As required by 49 U.S.C. 5320(i), which makes the requirements of 49 U.S.C. 5307 applicable to the Paul S. Sarbanes Transit in Parks Program to the extent the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed project, including the safety and security aspects of that project;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(E), in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5320, the Applicant: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(F) and with 49 U.S.C. 5320(e)(2)(C), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the Paul S. Sarbanes Transit in Parks Program, 49 U.S.C. 5320, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed; (3) has published or will publish a list of proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
 - (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:
 - (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil);
 - (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements); and

- (7) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and
- B. In compliance with 49 U.S.C. 5320(e)(2)(A), (B), and (D), the Applicant assures that it will:
 - (1) Comply with the metropolitan planning provisions of 49 U.S.C. 5303;
 - (2) Comply with the statewide planning provisions of 49 U.S.C. 5304; and
 - (3) Consult with the appropriate Federal land management agency during the planning process.

22. TRIBAL TRANSIT PROGRAM

Each Applicant for Tribal Transit Program assistance must provide all certifications and assurances set forth below. Except to the extent that FTA determines otherwise in writing, FTA may not award any Federal assistance under the Tribal Transit Program until the Applicant provides these certifications and assurances by selecting Category "22."

In accordance with 49 U.S.C. 5311(c)(1) that authorizes the Secretary of Transportation to establish terms and conditions for direct grants to Indian tribal governments, the Applicant certifies and assures as follows:

- A. The Applicant assures that:
 - (1) It has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
 - (2) It has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) The project equipment and facilities will be adequately maintained; and
 - (4) Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources;
- B. In accordance with 49 CFR 18.36(g)(3)(ii), the Applicant certifies that its procurement system will comply with the requirements of 49 CFR 18.36, or will inform FTA promptly that its procurement system does not comply with 49 CFR 18.36;
- C. To the extent applicable to the Applicant or its Project, the Applicant certifies that it will comply with the certifications, assurances, and agreements in Category 08 (Bus Testing), Category 09 (Charter Bus Agreement), Category 10 (School Transportation Agreement), Category 11 (Demand Responsive Service), Category 12 (Alcohol Misuse and Prohibited Drug Use), and Category 14 (National Intelligent Transportation Systems Architecture and Standards) of this document; and
- D. If its application exceeds \$100,000, the Applicant agrees to comply with the certification in Category 02 (Lobbying) of this document.

23. TIFIA PROJECTS

Each Applicant for Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance authorized under 23 U.S.C. chapter 6, is required to provide the following

74

certifications. FTA may not award TIFIA credit assistance to the Applicant until the Applicant provides these certifications by selecting Category "23."

- A. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5307 applicable to Applicants seeking TIFIA credit assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 23 U.S.C. chapter 6, not more than fifty (50) percent of the peak hour fare;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 23 U.S.C. chapter 6: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (a) has made available, or will make available, to the public information on the amounts available for TIFIA credit assistance, 23 U.S.C. chapter 6, and the projects it proposes to undertake; (b) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (c) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (d) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (e) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (f) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (g) has made or will make the final list of projects available to the public;
 - (7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required for the local share, and that those funds

- will be provided from approved non-Federal sources except as permitted by Federal law;
- (8) In compliance with 49 U.S.C. 5307(d)(1)(H), (1) the Applicant will comply with:
 - 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil);
 - (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
 - (9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
 - (10) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each Federal fiscal year, the Applicant will spend at least one (1) percent of those funds authorized under 49 U.S.C. 5307 for public transportation security projects (this includes only capital projects in the case of a Applicant serving an urbanized area with a population of 200,000 or more), unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and
 - (11) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5309(d)(1)(K): (1) an Applicant that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each Federal fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that Federal fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances; and
- B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Applicants seeking TIFIA credit assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless the Applicant is eligible to receive Federal assistance for those expenses and the Applicant's records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

24. DEPOSITS OF FEDERAL FINANCIAL ASSISTANCE TO STATE INFRASTRUCTURE BANKS

The State organization that administers the State Infrastructure Bank (SIB) Program on behalf of

76

a State (State) and that is also an Applicant for Federal assistance authorized under 49 U.S.C. chapter 53 that it intends to deposit in its SIB is requested to provide the following assurances on behalf of itself, its SIB, and each subrecipient. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its SIB and prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. FTA may not award Federal assistance for the SIB Program to the State until the State provides these assurances by selecting Category "24."

The State organization, serving as the Applicant (State) for Federal assistance for its State Infrastructure Bank (SIB) Program authorized by section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, agrees and assures the agreement of its SIB and the agreement of each recipient of Federal assistance derived from the SIB within the State (subrecipient) that each public transportation project financed with Federal assistance derived from SIB will be administered in accordance with:

- A. Applicable provisions of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181;
- B. The provisions of the FHWA, FRA, and FTA or the FHWA and FTA cooperative agreement with the State to establish the State's SIB Program;
- C. The provisions of the FTA grant agreement with the State that provides Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, or Federal guidance pertaining to the SIB Program, the provisions of the cooperative agreement establishing the SIB Program within the State, or the provisions of the FTA grant agreement;
- D. The requirements applicable to projects of 49 U.S.C. 5307 and 5309, as required by 49 U.S.C. 5323(o); and
- E. The provisions of applicable Federal guidance that may be issued and amendments thereto, unless FTA has provided written approval of an alternative procedure or course of action.

##

Selection and Signature Page(s) follow.

EXHIBIT G

Subrecipient Contract Initiation Memo

Section 1 – Project Information – to be completed by the Subrecipient Project Manager

Subrecipient Project Manager: Phone:		Date:	
Project Title:		MC Project #:	
Proposed Services:		Estimated Cost:	
Period of Performance:	From		To:
Subcontracting:	Indicate whether or not there is a reasonable opportunity for subcontracting of this procurement		Yes ☐ No ☐

Subrecipient Project Manager – I have accurately completed the information in Sections 1, 2, and 3 of this SCIM. If this will be a federally funded purchase, I have completed and filed an Independent Cost Estimate.

Date: _____

Signature

Council Project Manager Approval

I have reviewed the information in Sections 1, 2, and 3 and approve the initiation of this contract.

Date: _____

Signature

Title

Section 2 – Funding – to be completed by the Council Project Manager *Check one box only:*

- ☐ This contract will be FTA-assisted (complete the *Grant Approval* section, below)
- ☐ This contract will be USDOT-assisted by an agency other than FTA (i.e. FAA or FHWA)
- ☐ This contract will be Minnesota PFA-eligible
- ☐ This contract will NOT be assisted with grant funds from any source
- ☐ This contract has special funding:

Subrecipient Project Budget	Project identification within the Subrecipient Accounting system and approved budget				
Met Council Project Budget	Account	Fund	Org	Program	Subclass Project

Comments:

Council Grant Approval – Federal Grant Number: _____ FTA-assisted contracts

Council Grants Manager Signature	Council Finance Officer Signature
Date	Date

Funding Approval – Subrecipient financial officer.

Signature _____ Date _____

Title _____ (To be signed by appropriate authorized Subrecipient staff)

Section 3 – Solicitation and Selection Process – to be completed by Subrecipient Project Manager

1. Type(s) of contractor and subcontractors involved in this contract: (Please list by specialty, skill or industry)

2. Proposed means of publicizing the availability of the contract

☐ State Register

☐ Construction Bulletin

☐ Trade Publication(s): (Please list) _____, _____, _____

☐ Community Organization(s): _____, _____, _____

☐ Other: (Please Explain) _____

3. Proposed process to select contractor

☐ Sole Source

☐ Other: (Please explain)

☐ Sealed bids

☐ Council staff

evaluation committee

Section 4 – Diversity – to be completed by Council Office of Diversity and Equal Opportunity Staff

☐ I wish to review the solicitation documents prepared for this procurement prior to advertisement and distribution

☐ I wish to be involved in the selection process for this procurement

The following diversity business subcontracting goal(s) or preference apply to this contract:

☐ DBE Goal of _____%

☐ M/WBE Goal of _____%

☐ TGB Goal of _____%

☐ MBE Goal of _____%

☐ SBRA Goal of _____%

☐ WBE Goal of _____%

☐ TGB Preference of _____%

Reviewed by:

Date:

Section 5 – Authorization

By Subrecipient in accordance with its organizational structure.

I authorize the initiation of the contracting process for this procurement.

Signature of Authorized Signer

Date: _____

Title of Authorized Signer

Distribution – executed original filed in Subrecipient records; copies provided to:

Council Project Manager ☐

Council Office of Diversity ☐

Council Grants Manager ☐

Council Procurement Manager ☐

80

EXHIBIT H

Exhibit H

DOCUMENT 00485

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTING POLICY AND PROCEDURE

PART 1 DBE PROGRAM

1.1 POLICY

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

1.2 DBE PARTICIPATION GOAL

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

82

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

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

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

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

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

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

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

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

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

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

contract award, provide the bidder an opportunity for administrative reconsideration. The bidder will have the opportunity to:

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

Part 4 POST-AWARD REQUIREMENTS

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

END OF DOCUMENT

CERTIFICATION OF DBE PARTICIPATION AND GOOD FAITH EFFORTS

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

(check ONE of the following)

☐ No DBE participation is proposed on this project.

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

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

Bidder Name: _____

By: _____

Date: _____

Name: _____

Title: _____

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

22

4. Describe Bidder's efforts to negotiate in good faith with interested DBEs. (Include information on the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and information as to why additional agreements could not be reached for DBEs to perform the work.)

5. Describe Bidder's efforts to avoid rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. (The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.)

6. Describe Bidder's efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Invitation for Bids:

68

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

CERTIFICATION

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

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

Ob

**ASSIGNMENT OF SUBRECIPIENT AGREEMENT NO. SG-2011-052
BETWEEN THE METROPOPLITAN COUNCIL AND
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY**

Ramsey County Regional Railroad Authority ("Assignor") hereby assigns and otherwise transfers ("assigns") to the Washington County Regional Railroad Authority ("Assignee") all rights, title and interest held by Assignor in and to the subrecipient agreement described as follows:

Subrecipient Agreement between the Metropolitan Council and the Ramsey County Regional Railroad Authority dated September 20, 2011, related to the use of Federal funding in the amount of \$250,000 for use on the Gateway Corridor, attached hereto and incorporated herein.

Assignor warrants and represents that said agreement is in full force and effect and is fully assignable. Assignor further warrants that it has the full right and authority to transfer said contract and that agreement rights herein transferred are free of lien, encumbrance or adverse claim. Said agreement has not been modified and remains on the terms contained therein.

Assignee hereby assumes and agrees to perform all remaining duties and obligations of Assignor under the agreement, including but not limited to invoicing and DBE reporting directly to the Metropolitan Council, and agrees to indemnify and hold Assignor harmless from any claim or demand resulting from non-performance by Assignee.

Pursuant to Section 7.01 of the subrecipient agreement, Assignee names Ted Schoenecker as the Washington County Regional Railroad Authority contact person.

Ted Schoenecker
Transportation Planning Manager
Washington County Regional Railroad Authority
11660 Myeron Road North
Stillwater, MN 55082
651-430-4319
ted.schoenecker@co.washington.mn.us

This Assignment shall become effective as of the date last executed and shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

**WASHINGTON COUNTY REGIONAL
RAILROAD AUTHORITY**

Jim McDonough, Chair Date

Dennis Hegberg, Chair Date

Tim Mayasich Date
Director, Regional Railroad Authority

James R. Schug
County Administrator

Approved as to form:

Approved as to form:

County Attorney Date

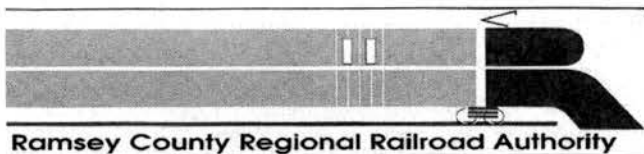
Assistant County Attorney

CONSENT

I hereby consent to this Assignment of Agreement affirming that no modification of the agreement is made or intended, except that Assignee is now and hereafter substituted for Assignor.

METROPOLITAN COUNCIL

Patrick Born, Regional Administrator Date



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 09/20/2011

Regional Railroad Authority Meeting Date: _____

SUBJECT: Resolution supporting the submittal of the Washington County application for Counties Transit Improvement Board (CTIB) funding for the Gateway Corridor Draft Environmental Impact Statement

EXECUTIVE SUMMARY

The Gateway Corridor (formerly known as the I-94 Corridor) is the eastern gateway to the Twin Cities carrying more than 110,000 vehicles a day at I-694 and 130,000 vehicles a day at Trunk Highway 52. The 2030 Transportation Policy Plan identifies the Gateway Corridor from downtown St. Paul to the St. Croix River as a congested corridor in 2030. To maintain and improve mobility in the corridor, transit improvements are needed. Prior to the implementation of a transitway improvement, multiple studies need to take place including an Alternatives Analysis, an Environmental Impact Statement, Preliminary Engineering and Final Design.

Washington County is the lead agency for the Gateway Corridor and is managing the Alternatives Analysis (AA) Study. The AA Study will be completed in the spring of 2012 and result in the selection of a preferred alternative to advance into a Draft Environmental Impact Statement (DEIS). The estimated cost for the DEIS is \$3 million and is scheduled to begin in the summer of 2012. Funding for the study will be provided by Washington County via their CTIB guarantee and Ramsey County Regional Railroad Authority. The funding will be broken down as follows:

Ramsey County RRA - \$875,000
Washington County - \$2,125,000

Washington County has submitted a grant application for their \$2.125 million share of the study cost to CTIB. As part of submitting grant applications, CTIB requests resolutions of support from the participating regional railroad authorities.

Funding for the RCRRA share of the DEIS costs is available in the 2012 and 2013 RCRRA operating budgets.

ACTION REQUESTED

Support the submittal of a 2012 application by Washington County to Counties Transit Improvement Board for the Gateway Corridor Draft Environmental Impact Statement for \$2.125 million.

SUBJECT: Resolution supporting the submittal of the Washington County application for Counties Transit Improvement Board funding for the Gateway Corridor Draft Environmental Impact Statement

ATTACHMENTS:

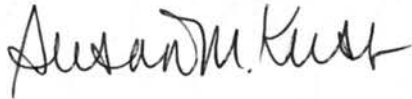
PREVIOUS ACTION:

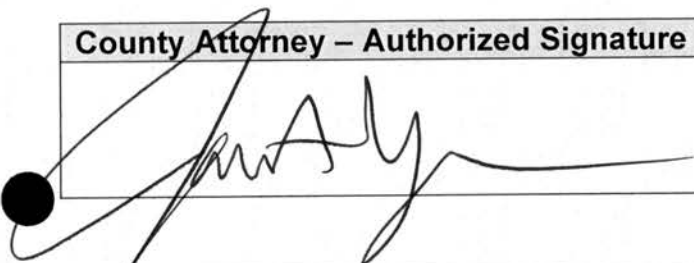
COUNTY MANAGER'S COMMENTS:

Approval of this request is necessary to maintain the Gateway Corridor project development schedule.

SUBJECT: Resolution supporting the submittal of the Washington County application for Counties Transit Improvement Board funding for the Gateway Corridor Draft Environmental Impact Statement

Regional Railroad Authority – Authorized Signature	Date
	9/12/11

Budgeting & Accounting – Authorized Signature	Date
	9/13/11

County Attorney – Authorized Signature	Date
	9/13/11

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Resolution supporting the submittal of the Washington County application for Counties Transit Improvement Board funding for the Gateway Corridor Draft Environmental Impact Statement

DRAFT RESOLUTION

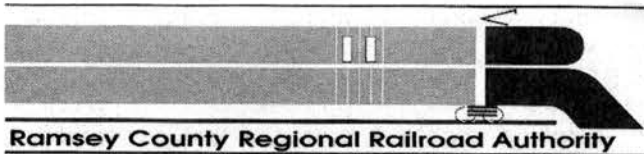
1 WHEREAS, The Ramsey County Regional Railroad Authority has supported the Gateway
2 Corridor Project through its Alternatives Analysis; and

3
4 WHEREAS, with the completion of the Alternatives Analysis in spring of 2012, the Gateway
5 Corridor will need to undertake a Draft Environmental Impact Statement for a preferred alternative;
6 and

7
8 WHEREAS, Washington County is the project sponsor responsible for delivering the
9 Gateway Corridor on schedule, and

10
11 WHEREAS, Washington County intends to submit a capital grant application to the Counties
12 Transit Improvement Board for 2012 for \$2.125 million to advance the Gateway Corridor, Now,
13 Therefore Be It

14
15 RESOLVED, The Ramsey County Regional Railroad Authority supports the submittal of a
16 2012 application by Washington County to Counties Transit Improvement Board for the Gateway
17 Corridor Draft Environmental Impact Statement for \$2.125 million.



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 09/20/11

Regional Railroad Authority Meeting Date: _____

SUBJECT: Authorization to borrow funds from the Ramsey County General Fund

EXECUTIVE SUMMARY

On December 15, 2009, the Ramsey County Regional Railroad Authority (RCRRA) approved the 2011 RCRRA budget of \$154,700,534. Acquisition, renovation, and reconstruction of the Union Depot is the bulk of the 2011 RCRRA budget appropriations.

The 2011 RCRRA budget appropriations are offset by federal, state, and Ramsey County tax levy dollars. The federal and state reimbursement processes require the RCRRA to spend its levy funding first, then seek reimbursement. This may cause cash flow issues because of the spend/receipt timing and/or delays in receipt of federal and/or state payments if there are questions/issues with a reimbursement.

It is projected that the RCRRA may need to request a temporary cash loan(s) from the County General Fund in 2011 in order to pay its obligations if there are any delays in receipt of federal or state funds. Repayment of funds from a loan from the County will be made upon receipt of federal and state funds and will include interest at the current federal funds rate. Repayment will be made no later than 12/31/11.

ACTION REQUESTED

1. Approve a Memorandum of Understanding between Ramsey County and the Ramsey County Regional Railroad Authority (RCRRA) to lend funds to the RCRRA from the County's General Fund.
2. Authorize the Chair of the RCRRA to execute the Memorandum of Understanding on behalf of the RCRRA.
3. Authorize the Director of the RCRRA to borrow funds from Ramsey County as needed for up to a total not to exceed \$10 million for cash flow for the RCRRA's Union Depot renovation project.

1

SUBJECT: Authorization to borrow funds from the Ramsey County General Fund

ATTACHMENTS:

Memorandum of Understanding

PREVIOUS ACTION:

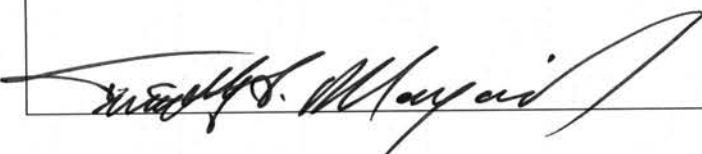
RCRRA Resolution R11-23, dated June 28, 2011. The action taken in this resolution approved a short term loan(s) to the RCRRA from the County's General Fund in order for the Union Depot project to continue while the state government was shut down and federal and state grant fund revenues were inaccessible due to the shut down.

COUNTY MANAGER'S COMMENTS:

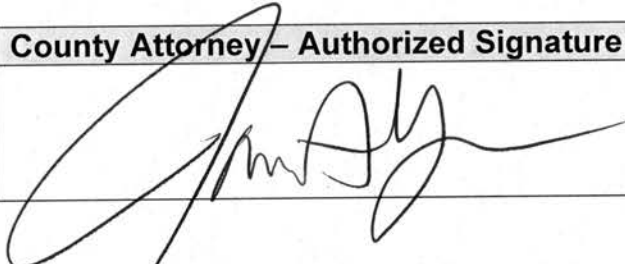
A loan from the Ramsey County General Fund is the appropriate mechanism to finance short term capital needs until receipt of federal and/or state project grant funds. Such short term loans are typically used by the Ramsey County Public Works Department to avoid interruptions in road construction projects.

2

SUBJECT: Authorization to borrow funds from the Ramsey County General Fund

Regional Railroad Authority – Authorized Signature	Date
	9/14/11

Budgeting & Accounting – Authorized Signature	Date
	9/13/11

County Attorney – Authorized Signature	Date
	9/13/11

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Authorization to borrow funds from the Ramsey County General Fund

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority was organized by Resolution
2 87-230, April 20, 1987, Board of Ramsey County Commissioners, pursuant to Minnesota Statutes,
3 1986, Chapter 398A, as a political subdivision and local government unit of Minnesota, to exercise
4 thereunder part of the sovereign power of the state; and

5
6 WHEREAS, The Ramsey County Regional Railroad Authority, on December 15, 2009,
7 approved the 2011 Proposed Budget of \$154,700,534; and

8
9 WHEREAS, the Ramsey County Regional Railroad Authority established the proposed tax
10 levy of \$19,938,811 by Resolution R10-44, September 7, 2010, to finance the 2011 budget; and

11
12 WHEREAS, the 2011 Ramsey County Regional Railroad Authority appropriations are
13 funded by federal, state and Ramsey County tax levy dollars; and

14
15 WHEREAS, The federal and state reimbursement processes require the RCRRA to expend
16 levy dollars on their projects first, then seek reimbursement, which may cause cash flow issues
17 because of the spend/receipt timing and/or delays in receipt of federal and/or state payments if
18 there are questions/issues with a reimbursement; and

19
20 WHEREAS, The Ramsey County Regional Railroad Authority wishes to continue to improve
21 access to transit and transportation services in the region with other agencies, including the
22 Metropolitan Council, the Minnesota Department of Transportation, and other county regional
23 railroad authorities; Now, Therefore, Be It

24
25 RESOLVED, The Ramsey County Regional Railroad Authority hereby approves a
26 Memorandum of Understanding between Ramsey County and the Regional Railroad Authority
27 (RCRRA) to lend funds to the RCRRA from the County's General Fund; and Be It Further

28
29 RESOLVED, The Ramsey County Regional Railroad Authority hereby authorizes the Chair
30 of the RCRRA to execute the Memorandum of Understanding on behalf of the RCRRA; and Be It
31 Further

32
33 RESOLVED, The Ramsey County Regional Railroad Authority hereby authorizes the
34 Director of the Ramsey County Regional Railroad Authority (RCRRA) to borrow funds from
35 Ramsey County as needed for up to a total not to exceed \$10 million for cash flow for the
36 RCRRA's Union Depot renovation project.
37

Attachment

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the Agreement) is entered into between the County of Ramsey, a political subdivision of the State of Minnesota (the County) and the Ramsey County Regional Railroad Authority (RCRRA), a political subdivision of the State of Minnesota organized under the authority of Minnesota Statutes Chapter 398A (1986) (the RCRRA) on this 20th day of September, 2011.

WITNESSETH:

WHEREAS, The RCRRA has acquired the Union Depot and Union Depot Head House located in the City of St. Paul for the purpose of constructing a multi-modal transit hub to serve the transit needs of Ramsey County residents and the Metropolitan area; and

WHEREAS, The Depot and Head House are in need of substantial renovation and reconstruction to serve as a transit hub; and

WHEREAS, The RCRRA has entered into a construction contract for \$148,753,916.00 for completion of the renovation and reconstruction project (the Project);

WHEREAS, Pursuant to the construction contract, reconstruction work for the Project has begun and is at present ongoing; and

WHEREAS, The RCRRA has received grants of funds from the State of Minnesota and the United States government for continuation of the reconstruction work and is dependent on receipt of those funds to provide cash flow for the reconstruction activities; and

WHEREAS, The County has sufficient cash reserves to lend to the RCRRA money to provide cash flow loans to enable the RCRRA to meet its contractual obligations and payments; and

WHEREAS, The amounts and timing of such loans is at present not known with certainty; and

WHEREAS, Minn. Stat. §398A.06, subd. 2, authorizes the County to lend money to the RCRRA;
and

WHEREAS, By Resolution _____, RCRRA requested that Ramsey County provide temporary cash flow loans up to a total not to exceed \$10 million for capital costs association with the Project, as needed, and

WHEREAS, By Resolution _____, the County approved the RCRRA request for temporary cash flow loans up to a total not to exceed \$10 million.

NOW, THEREFORE, in consideration of the mutual promises herein, the County and the RCRRA hereby agree as follows:

1. The County agrees to lend to the RCRRA funds from its general reserves to assist the RCRRA's cash flow for the Union Depot and Union Depot Head House reconstruction and renovation project up to a total not to exceed \$10 million. Loan funds will only be used for capital costs of the project.
2. Loans may be requested by the RCRRA by its Director from time to time as needed to continue to meet contractual obligations and payments. Requests shall be made to the Ramsey County Manager by letter and shall state the amount requested and specify the date needed.
3. The RCRRA shall repay the loans promptly after it receives reimbursements of federal and state funds from the State of Minnesota, but no later than 12/31/11.
4. The RCRRA shall pay interest on any funds borrowed at the current federal funds rate, determined as of the date of the loan.
5. If in the sole discretion of the County Manager it is her opinion that there are insufficient cash reserves to prudently fund the RCRRA needs and provide loans to the RCRRA, the County Manager may decline to or adjust the amount of a loan request made by the RCRRA.
6. The County Manager shall notify the RCRRA as soon as possible if it becomes evident that County reserves available for loans are becoming depleted below the level of prudence so that the RCRRA may take steps to avoid commitment or funds to the Project, if necessary.

COUNTY OF RAMSEY

Date: _____

By: _____

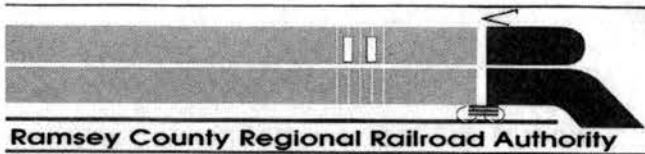
Victoria Reinhardt
Chair

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

By: _____

Jim McDonough
Chair



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 09/20/11

Regional Railroad Authority Meeting Date: _____

SUBJECT: Authorization to competitively solicit proposals for financing of RCRRA projects

EXECUTIVE SUMMARY

On December 15, 2009, the Ramsey County Regional Railroad Authority (RCRRA) approved the 2011 RCRRA budget of \$154,700,534. Acquisition, renovation, and reconstruction of the Union Depot is the bulk of the 2011 RCRRA budget appropriations.

The 2011 RCRRA budget appropriations are offset by federal, state, and Ramsey County tax levy dollars. It is projected that the RCRRA may not have sufficient revenues to complete the Union Depot project without outside financing until future RCRRA levy dollars are received.

Staff is requesting a line of credit or other loan financing for up to \$20 million from a commercial lender. The term would not exceed five years and would reflect terms deemed favorable to the RCRRA. Repayment of funds from a line of credit or other loan financing will be made by property tax levy dollars and will include interest.

ACTION REQUESTED

1. Authorize the Director of the Ramsey County Regional Railroad Authority (RCRRA) and the Director of Ramsey County Budgeting and Accounting to competitively solicit proposals for financing of RCRRA projects for up to \$20 million for a period not to exceed five years or such terms deemed favorable to RCRRA.
2. Direct that the line of credit or other loan financing and interest be subject to repayment from the RCRRA with property tax levy dollars.
3. Authorize the Chair of the RCRRA and the County Manager to execute an agreement with the lowest responsible bidder.

SUBJECT: Authorization to competitively solicit proposals for financing of RCRRRA projects

ATTACHMENTS:

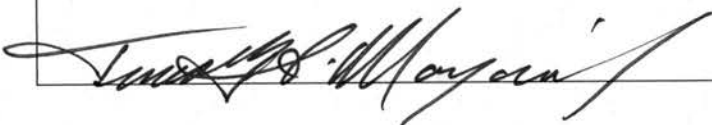
PREVIOUS ACTION:

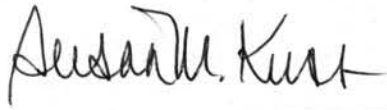
COUNTY MANAGER'S COMMENTS:

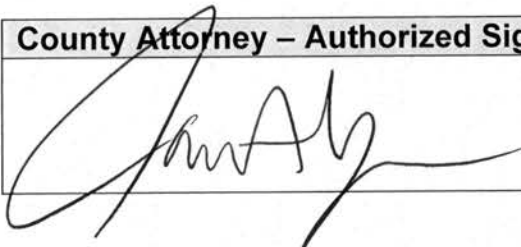
RCRRA Financial Advisors, Springsted, Inc. will assist in drafting the competitive solicitation and evaluation of bidders.

2

SUBJECT: Authorization to competitively solicit proposals for financing of RCRRA projects

Regional Railroad Authority – Authorized Signature	Date
	9/14/11

Budgeting & Accounting – Authorized Signature	Date
	9/13/11

County Attorney – Authorized Signature	Date
	9/13/2011

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Authorization to competitively solicit proposals for financing of RCRRA projects

DRAFT RESOLUTION

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

WHEREAS, The Ramsey County Regional Railroad Authority, on December 15, 2009, approved the 2011 Proposed Budget of \$154,700,534; and

WHEREAS, the Ramsey County Regional Railroad Authority established the proposed tax levy of \$19,938,811 by Resolution R10-44, September 7, 2010, to finance the 2011 budget; and

WHEREAS, the 2011 Ramsey County Regional Railroad Authority appropriations are funded by federal, state and Ramsey County tax levy dollars; and

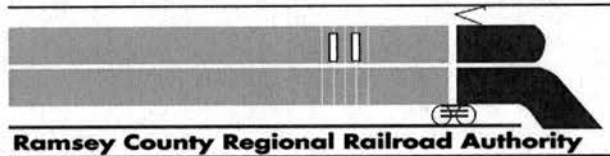
WHEREAS, The Ramsey County Regional Railroad Authority wishes to continue to improve access to transit and transportation services in the region with other agencies, including the Metropolitan Council, the Minnesota Department of Transportation, and other county regional railroad authorities; and

WHEREAS, The Ramsey County Regional Railroad Authority may need to request a line of credit or other loan financing from a commercial lender to complete the Union Depot project; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Director of the Ramsey County Regional Railroad Authority and the Director of Ramsey County Budgeting and Accounting to competitively solicit proposals for financing of Ramsey County Regional Railroad Authority projects for up to \$20 million for a period not to exceed five years or such terms deemed favorable to Ramsey County Regional Railroad Authority; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority directs that the line of credit or other loan financing will be subject to repayment from the RCRRA with property tax levy dollars; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair of the RCRRA and the County Manager to execute an agreement with the lowest responsible bidder.



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

REGIONAL RAILROAD AUTHORITY MEETING

October 4, 2011

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

.....
ROLL CALL and Call to Order

AGENDA of the October 4, 2011 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the September 20, 2011 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Contract Amendment # 1 for the East Metro Rail Capacity and Engineering Improvements Study

Board Action Requested:

- 1) Approve Contract Amendment # 1 with TranSystems Corporation Consultants to add Option 5 to the East Metro Rail Capacity and Engineering Improvements Study at an additional cost of \$100,000, to be funded by the Red Rock Corridor Commission and federal sources, through March 31, 2012.
- 2) Authorize the Chair to execute the contract amendment.

2. Transitway Impacts Research Program 2011 funding request

Board Action Requested:

Approve the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2011.

3. Transitway Impacts Research Program - Presentation

Board Action Requested:

None. For information and discussion only.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

September 20, 2011

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0. Also present was Julie Kleinschmidt, County Manager and James Mogen, Assistant County Attorney, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 9:55 AM.

AGENDA

Commissioner Carter moved approval of the Agenda of the September 20, 2011 Regional Railroad Authority Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Parker Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0.

MINUTES

Commissioner Parker moved approval of the Minutes of the September 6, 2011 Regional Railroad Authority Meeting, seconded by Commissioner Cater. Roll Call: Ayes – Parker Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0.

MINUTES

Commissioner Parker moved approval of the Minutes of the September 13, 2011 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Parker Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0.

1. Subrecipient Agreement with the Metropolitan Council for the Gateway Corridor Alternatives Analysis Study and an Assignment Agreement with the Washington County Regional Railroad Authority

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Parker Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R11-33)

WHEREAS, The Gateway Corridor originates in St. Paul and travels east to Wisconsin generally following Interstate 94; and

WHEREAS, The Gateway Corridor Commission ("Commission") was formed in 2009 by a Joint Powers Agreement to address the transportation needs of the Gateway Corridor; and

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

WHEREAS, The Commission began its Alternatives Analysis in 2010 which will identify a single transitway alternative for the corridor; and

WHEREAS, The Alternatives Analysis will analyze a corridor from Minneapolis to the Union Depot in St. Paul and east to Eau Claire, Wisconsin; and

WHEREAS, the Ramsey County Regional Railroad Authority agreed to provide up to \$500,000 for the completion of the Alternatives Analysis; and

WHEREAS, The Washington County Regional Railroad Authority agreed to provide up to \$500,000 for the completion of the Alternatives Analysis; and

WHEREAS, The Metropolitan Council agreed to provide up to \$200,000 for the completion of the Alternatives Analysis; and

WHEREAS, The Ramsey County Regional Railroad Authority has since been awarded \$250,000 in federal funds to cover a portion of the Alternatives Analysis cost; and

WHEREAS, The Ramsey County Regional Railroad Authority can access the federal funds through a Subrecipient Agreement with the Metropolitan Council; and

WHEREAS, The Washington County Regional Railroad Authority is the fiscal agent for the Gateway Corridor Commission and holds the consulting contract for the Alternatives Analysis; and

WHEREAS, An Assignment Agreement is needed to allow the Ramsey County Regional Railroad Authority to assign the \$250,000 in federal funds and their conditions to the Washington County Regional Railroad Authority for their use in the Alternatives Analysis; Now Therefore Be it

RESOLVED, The Ramsey County Regional Railroad Authority approves Subrecipient Agreement SG-2011-052 with the Metropolitan Council to provide up to \$250,000 in federal funds for the Gateway Corridor Alternatives Analysis, and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Subrecipient Agreement SG-2011-052 between the Ramsey County Regional Railroad Authority and the Metropolitan Council, and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves the Assignment Agreement with the Washington County Regional Railroad Authority to assign the \$250,000 in federal funds and its conditions to the Washington County Regional Railroad Authority for use on the Gateway Corridor Alternatives Analysis, and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Assignment Agreement between the Ramsey County Regional Railroad Authority and the Washington County Regional Railroad Authority.

2. Resolution Supporting the submittal of the Washington County application for Counties Transit Improvement Board funding for the Gateway Corridor Draft Environmental Impact Statement

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R11-34)

WHEREAS, The Ramsey County Regional Railroad Authority has supported the Gateway Corridor Project through its Alternatives Analysis; and

WHEREAS, with the completion of the Alternatives Analysis in spring of 2012, the Gateway Corridor will need to undertake a Draft Environmental Impact Statement for a preferred alternative; and

WHEREAS, Washington County is the project sponsor responsible for delivering the Gateway Corridor on schedule, and

WHEREAS, Washington County intends to submit a capital grant application to the Counties Transit Improvement Board for 2012 for \$2.125 million to advance the Gateway Corridor, Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the submittal of a 2012 application by Washington County to Counties Transit Improvement Board for the Gateway Corridor Draft Environmental Impact Statement for \$2.125 million.

3. Authorization to borrow funds from the Ramsey County General Fund

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R11-35)

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, on December 15, 2009, approved the 2011 Proposed Budget of \$154,700,534; and

WHEREAS, the Ramsey County Regional Railroad Authority established the proposed tax levy of \$19,938,811 by Resolution R10-44, September 7, 2010, to finance the 2011 budget; and

WHEREAS, the 2011 Ramsey County Regional Railroad Authority appropriations are funded by federal, state and Ramsey County tax levy dollars; and

WHEREAS, The federal and state reimbursement processes require the RCRRA to expend levy dollars on their projects first, then seek reimbursement, which may cause cash flow issues because of the spend/receipt timing and/or delays in receipt of federal and/or state payments if there are questions/issues with a reimbursement; and

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

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves a Memorandum of Understanding between Ramsey County and the Regional Railroad Authority (RCRRA) to lend funds to the RCRRA from the County's General Fund; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority hereby authorizes the Chair of the RCRRA to execute the Memorandum of Understanding on behalf of the RCRRA; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority hereby authorizes the Director of the Ramsey County Regional Railroad Authority (RCRRA) to borrow funds from Ramsey County as needed for up to a total not to exceed \$10 million for cash flow for the RCRRA's Union Depot renovation project.

4. Authorization to competitively solicit proposals for financing of RCRRA projects

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

Commissioner Rettman asked if this has ever been done before by the Ramsey County Regional Railroad Authority (RCRRA) and why it is being done now.

Tim Mayasich, Director, RCRRA, said it has never been done before.

Lee Mehrkens, Director, Ramsey County Office of Budgeting and Accounting (B&A), said this is a joint request that was prepared by RCRRA and B&A. There are three factors that determined their decision to do this. They looked at the total project cost of the Union Depot, which will not be completely known until the project goes further into construction or is completed. Also, while the RCRRA has been aggressive in obtaining federal and state grants, there is a time-lag between the awarding, executing and availability of the grant funds. When grant agreements are executed, RCRRA provides payment to the project contractors in advance. Therefore, this presents a cash-flow timing issue between the incurred expense and the reimbursement for the RCRRA. This issue is addressed by the short-term loan to the RCRRA from the Ramsey County General Fund, as was requested in item three of today's agenda. The third factor is that even though RCRRA has been aggressive in obtaining outside funds, there will still be a funding gap in the total financing needed to complete the project, from what we can currently predict. Over the next three to five years, RCRRA will be able to make levy funds available to them without any levy increase to be able to pay for this, but the cash is needed now because they are incurring the expense. Mr. Mehrkens said this particular proposal is meant to provide a financing vehicle for the RCRRA allowing them to get a short-term

(3-5 year) line of credit or loan that will fill in that remaining funding gap for the Union Depot construction project and pay it back over the next couple of years.

Chair McDonough said the main component here is cash-flow of the project. He said the financing component goes back to the action we took in 2003 to help position ourselves to meet the requirements of these large projects. They recognized that bonding would be a component of that, but the goal was not to increase the levy but rather to keep it level to and to manage financing that way.

Commissioner Reinhardt said we could manage this through the more traditional way with bonding but it would cost us more and it's not necessary because we don't need it for a long period of time. She appreciates that they came up with this way of dealing with the cash flow because it's meeting the needs in a manner that is most cost effective.

Commissioner Carter appreciated Mr. Mehrkens' explanation and is encouraged that this is short-term and allows them to spend the minimum amount necessary to complete the project.

Commissioner Ortega commented that this makes sense because we want to have the flexibility of the line of credit and not get stuck with a fixed amount as would happen with bonding.

Commissioner Rettman wanted to know why this item is needed in addition to loaning funds to the RCRRA from Ramsey County General Fund, and why it can't all come from Ramsey County.

Mr. Mehrkens said they looked at the possibility of keeping the entire loan within Ramsey County. If they did a County issued loan for up to \$20 million, the problem is that it would take down the three to five year window to pay it back, if it ends up being \$20 million. It would then take away from the County's fund balance as a loan and put the County in a worse position with rating agencies. Therefore, Ramsey County Office of B&A, RCRRA and the Ramsey County Manager are advising that we keep the RCRRA separate on their books with the credit line/loan of up to \$20 million, which allows the County to preserve its unreserved fund balance and improve its financial statement when dealing with the rating agencies.

Commissioner Bennett asked who would be responsible if that loan cannot be paid back.

Mr. Mehrkens said the RCRRA is responsible for paying back the loan/line of credit, which will be backed by their future levy payments.

Commissioner Rettman commented that the rational for this needs to be transparent. She asked what the additional costs will be for the issuance of the loan/line of credit and what the criteria is.

Mr. Mehrkens said the actual cost would depend on the financial instrument selected and they will go with the lowest cost bid. He expects that it will be very low cost financing. He said they are not proposing that this will be a new precedent or that they will give up bonding for other projects. This is unique to this situation only because RCRRA has the ability within their levy to pay it back in short-term. He also said that while the County has issued bonds, the RCRRA has not. If RCRRA went to the market for a bond, he couldn't guarantee that it would be a triple A rated bond, and it's just the wrong time to do this without yet having the successful experience of operating the Union Depot. He added that they will not seek the line of credit/loan until they need it.

Commissioner Rettman asked if they could add a whereas statement to the resolution that says this does not set precedence for the future financing of the RCRRA.

Chair McDonough agreed that a whereas could be added to say this does not set precedence and is not a set new direction on how to move forward on projects. Also, that the use of this financing tool is only for this situation.

Commissioner Reinhardt suggested they keep it simple to say we will always look at the best financing tool available for the County and this is not precedence setting.

Chair McDonough said they could add language that says the RCRRA Chair, RCRRA Director, Director of Ramsey County Office of B&A, and the Ramsey County Manager will collaboratively determine when, if and how much to apply for in financing.

Commissioner Reinhardt suggested they add that language as a resolve clause.

The amendment to the resolution was seen as friendly.

Chair McDonough commented that while they do everything they can to get all the information ahead of time, this conversation as a board is part of the transparency process.

Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R11-36)

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, on December 15, 2009, approved the 2011 Proposed Budget of \$154,700,534; and

WHEREAS, the Ramsey County Regional Railroad Authority established the proposed tax levy of \$19,938,811 by Resolution R10-44, September 7, 2010, to finance the 2011 budget; and

WHEREAS, the 2011 Ramsey County Regional Railroad Authority appropriations are funded by federal, state and Ramsey County tax levy dollars; and

WHEREAS, The Ramsey County Regional Railroad Authority wishes to continue to improve access to transit and transportation services in the region with other agencies, including the Metropolitan Council, the Minnesota Department of Transportation, and other county regional railroad authorities; and

WHEREAS, The Ramsey County Regional Railroad Authority may need to request a line of credit or other loan financing from a commercial lender to complete the Union Depot project; and

WHEREAS, The Ramsey County Regional Railroad Authority will always look at the best financing tool available for Ramsey County and the Ramsey County Regional Railroad Authority and considers this particular financing approach as unique to this situation only and not precedence setting; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Director of the Ramsey County Regional Railroad Authority and the Director of Ramsey County Office of Budgeting and Accounting to competitively solicit proposals for financing of Ramsey County Regional Railroad Authority projects for up to \$20 million for a period not to exceed five years or such terms deemed favorable to Ramsey County Regional Railroad Authority; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority directs that the line of credit or other loan financing will be subject to repayment from the Ramsey County Regional Railroad Authority with property tax levy dollars; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair of the Ramsey County Regional Railroad Authority and the Ramsey County Manager to execute an agreement with the lowest responsible bidder; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Chair, Ramsey County Regional Railroad Authority Director, Director of the Ramsey County Office of Budgeting and Accounting, and the Ramsey County Manager will collaboratively determine if, when, and how much to apply for in financing.

CORRIDOR UPDATES

- Union Depot

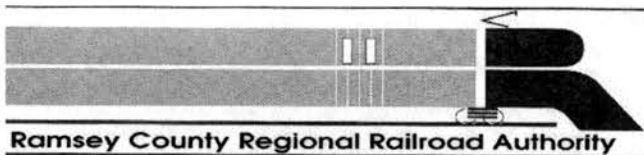
Chair McDonough reported that Twin Cities Public Television, which is a neighbor of the Union Depot, decided to do a segment on the Depot on Almanac. It is a behind the scenes look at construction, and provides viewers with an informative and playful perspective of the project. The piece aired and is available on TPT's website.

He also reported that United States Secretary of Transportation Ray LaHood and FRA Administrator Peter Rogoff were in town yesterday for an event that highlighted the Central Corridor Light Rail Transit and Union Depot projects. The event was well attended which included Governor Mark Dayton, Congresswoman Betty McCollum, and Congressman Keith Ellison. They later hosted FRA Administrator Joseph Szabo at the Union Depot in collaboration with Mn/DOT, Met Council, BNSF Railway, Canadian Pacific Railway, Union Pacific Railroad, Twin Cities and Western Railroad, and Amtrak, who are our partners with Union Depot as well as the East Metro Rail Capacity Study. While there is a shared vision for the corridor, there are some conflicting interests that are being managed, and Administrator Szabo was given an update of that work. The response was very positive about the approach and collaboration the RCRRRA has taken into the issues.

Commissioner Reinhardt suggested that a link to the TPT segment be added to the Ramsey County/RCRRRA websites.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:25 AM.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 10/04/11

Regional Railroad Authority Meeting Date: _____

SUBJECT: Contract amendment for the East Metro Rail Capacity and Engineering Improvements Study

EXECUTIVE SUMMARY

On April 6, 2010, the Ramsey County Regional Railroad Authority (RCRRA) approved a \$2,000,000 contract with Transystems Corporation Consultants for the East Metro Rail Capacity and Engineering Improvements Study (East Metro Study). The East Metro Study is being undertaken to identify capacity solutions to various east metro rail chokepoints from the Union Depot southeast to Hastings that will allow for additional passenger (Amtrak), high speed, and Red Rock commuter rail to serve the Union Depot.

The East Metro Study has made significant progress in identifying capacity solutions to Hoffman Interlocking, the freight yards to the southeast of downtown St. Paul, and to St. Croix Junction just north of Hastings. These improvements have been developed through intensive engagement and coordination with the impacted freight railroads and have received their support as a framework for future, more detailed, analysis that is necessary prior to construction.

At the June 21, 2011 stakeholder workshop, the stakeholders endorsed the advancement of Option 4 as the preferred option for improving freight capacity while allowing for the introduction of Red Rock commuter rail and high speed rail to Chicago. Option 4 is the most capital intensive option; however, it also has the potential to be implemented in phases based upon the number of passenger, commuter, or high speed rail trains proposed. Since the endorsement of this option, a new option has been identified. This new option is referred to as Option 5.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve the contract amendment with TranSystems Corporation Consultants to add Option 5 to the East Metro Rail Capacity and Engineering Improvements Study at an additional cost of \$100,000, to be funded by the Red Rock Corridor Commission and federal sources, through March 31, 2012.
2. Authorize the Chair to execute the contract amendment.

SUBJECT: Contract amendment for the East Metro Rail Capacity and Engineering Improvements Study

(Executive Summary continued from previous page)

While it is a new option, it differs from Option 4 only from Newport to St. Croix Junction north of Hastings. Option 5 has been discussed with the impacted railroads and other stakeholders. The outcome of these discussions is that Option 5 offered a way to provide a single rail corridor between Newport and St. Croix Junction, eliminated a grade separation at St. Croix Junction, and eliminated a possible future grade separation at Newport. Because of these reasons, the stakeholders felt that further analysis of Option 5 should be done as part of the East Metro Study.

Although Option 5 has received the support of the impacted stakeholders, its analysis is outside of the existing contract's scope of work and will require a contract amendment to complete it. The proposed amendment includes two items, additional funding and a term extension:

1. Additional Funding:

The existing Transystems contract will need to increase by \$100,000 to allow for the additional simulation modeling, geotechnical analysis, survey, and engineering work to be completed for Option 5. This analysis will allow for a fair comparison between Options 4 and 5 so the best option can be selected for advancement into environmental analysis, detailed engineering, and construction as funding becomes available.

2. Term Extension:

The existing Transystems contract expires on October 20, 2011. While the study was scheduled for a final draft report to be completed by this time, additional stakeholder meetings and delays in receiving permission to access private property to complete survey work have delayed the study and pushed the distribution of the draft final report to stakeholders into early December, which will not give sufficient time for the report's review and incorporation of comments prior to the expiration of the contract. To allow for sufficient time to incorporate comments and produce a final report, the contract extension to March 31, 2012 is needed.

The additional funding for the contract amendment is available from federal and local sources. Federal funding will cover 80% of the cost and is available in an existing Subrecipient Grant Agreement (SG-2009-50) between the Ramsey County Regional Railroad Authority and the Metropolitan Council. Local funding is available through the Red Rock Corridor Commission. On August 25, 2011 the Red Rock Corridor Commission passed resolution 2011-02, which committed the Red Rock Corridor Commission to provide the \$20,000 local match to the additional federal funds. Due to the available federal funding and the local match being provided by the Red Rock Corridor Commission, approval of the contract amendment will not result in any additional costs to the RCRRA.

SUBJECT: Contract amendment for the East Metro Rail Capacity and Engineering Improvements Study

ATTACHMENTS:

1. Contract Amendment between the RCRRA and TranSystems Corporation Consultants
2. RRCC Resolution 2011-02

PREVIOUS ACTION:

RCRRA Resolution R09-53 authorized the County Manager to issue a Request for Proposals for an East Metro Rail Capacity and Engineering Improvements Study.

RCRRA Resolution R10-24 approved the selection of TranSystems Corporation Consultants and authorized staff to enter into contract negotiations for completion of the East Metro Rail Capacity and Engineering Improvements Study.

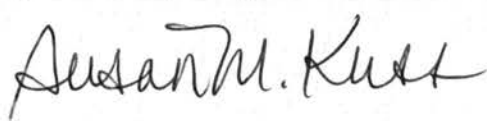
RCRRA Resolution R09-39 approved the Subrecipient Grant Agreement # SG-2009-050 with the Metropolitan Council (the entire agreement is on file with the RCRRA office).

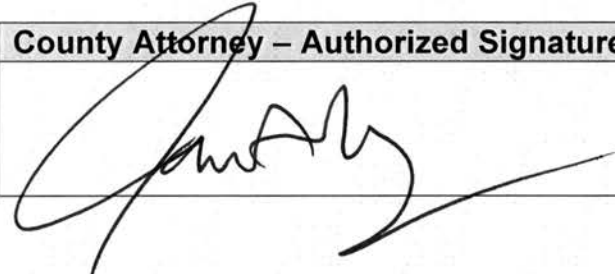
COUNTY MANAGER'S COMMENTS:

The RCRRA has identified the completion of the East Metro Study as a high priority. The completion of this study will benefit the Union Depot, Red Rock Corridor, high speed rail, and passenger rail by analyzing and identifying capacity improvements needed to accommodate freight and passenger rail on the existing freight rail network from the Union Depot southeast to Hastings. This area includes Hoffman Interlocking which averages 10,000 freight cars a day, or 5% of the nation's freight volume. Approval of this contract amendment will not result in any additional costs to the RCRRA.

SUBJECT: Contract amendment #1 for the East Metro Rail Capacity and Engineering Improvements Study

Regional Railroad Authority – Authorized Signature	Date
	9/26/11

Budgeting & Accounting – Authorized Signature	Date
	9/27/11

County Attorney – Authorized Signature	Date
	9/28/2011

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Contract amendment for the East Metro Rail Capacity and Engineering Improvements Study

DRAFT RESOLUTION

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

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

9 WHEREAS, The railroad capacity constraints in the east metro are an obstacle to achieving
10 Ramsey County Regional Railroad Authority's vision for the Union Depot; and
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12 WHEREAS, The East Metro Rail Capacity and Engineering Improvements Study (East
13 Metro Study) was begun in 2010 to identify improvements required for enhanced freight capacity
14 and for the implementation of increased Amtrak, commuter, inter-city, and high speed rail service
15 to the Union Depot; and
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17 WHEREAS, The East Metro Study though its stakeholder involvement process identified
18 Option 4 as the preferred alternative for improving freight capacity while allowing for the
19 introduction of Red Rock commuter rail and high speed rail to Chicago; and
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21 WHEREAS, Since the endorsement of Option 4, a new option, Option 5, has been
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24 WHEREAS, Option 5 has been discussed with the impacted railroads and other
25 stakeholders with the resulting consensus that Option 5 is a promising alternative that merits
26 further analysis and that it should be done as part of the East Metro Study; and
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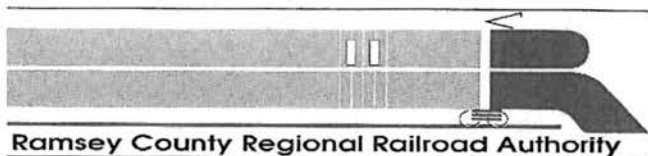
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☒ Administrative ☐ Information

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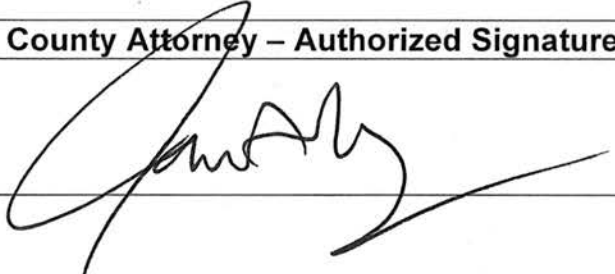
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SUBJECT: Contract amendment #1 for the East Metro Rail Capacity and Engineering Improvements Study

Regional Railroad Authority – Authorized Signature	Date
	9/26/11

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50 Further

51
52 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
53 execute the Contract Amendment.

**AMENDMENT TO AGREEMENT BETWEEN RAMSEY COUNTY
AND TRANSYSTEMS CORPORATION CONSULTANTS**

WHEREAS, Ramsey County Regional Railroad Authority, Minnesota, a political subdivision of the State of Minnesota, ("RRA") and TranSystems Corporation Consultants, 2400 Pershing Road, Suite 400, Kansas City, MO 64108 ("Contractor") entered into an Agreement dated April 20, 2010, for consulting services on the East Metro Rail Capacity and Engineering Improvements Study through October 20, 2011 ("Agreement"); and

WHEREAS, the Scope of Services shall be amended to adjust the scope of services to be performed; and

WHEREAS, The total contract fee will be increased from \$2,000,000.00 to \$2,100,000.00; and

WHEREAS, The term of the Agreement shall be amended to expire March 31, 2012.

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

1. Scope of Services shall be amended to adjust the scope of services to be performed on the following tasks:

B.4. Task 3.0: Perform Simulations (Budget change from \$408,806 to 429,806)

Add the following scope:

Contractor will revise the TMS capacity model to analyze Option 5". (Option 5 entails three mainline tracks along the existing CP track from St. Croix Junction to the 3M property and an adjacent access road that could be converted into a fourth track sometime in the future.)

B.8. Task 7.0: Conceptual Engineered Drawings with Costing of Recommended Improvements (Budget change from \$887,774 to \$966,774)

Contractor will prepare conceptual engineering drawings for "Option 5".

Geotechnical Engineering

Geotechnical testing at the rock bluff is needed to support the conceptual design of Option 5. If acceptable legal access can be established with the assistance of RRA, the geotechnical work plan has been established as follows:

A. Fieldwork: Drill one standard penetration test boring to the bedrock in the "St. Croix" high bluff area on legally and physically accessible property between the 3M Chemolite area and TH61. Upon reaching bedrock, core the bedrock using an NQ wireline coring system (Prairie du Chien formation expected). If Jordan sandstone is reached, it may be necessary to switch to triple tube sampling. The total depth of boring/coring will be about 150 feet. Upon completion, backfill/seal the bore/corehole as required by the Minnesota Department of Health, and submit required records.

B. Laboratory: Visually-manually classify the overburden soils retrieved per the Unified Soil Classification System. Describe the bedrock, including description of weathering, fracturing, stratification, hardness,

and RQD (as is appropriate for the type of rock). Conduct rock core compressive strength testing.

C. Report: Report separately or incorporate the results of the Option 5 geotechnical tests into the geotechnical report written for Options 1.5, 2 and 4, including a log of the boring/rock core and the laboratory test results. Present preliminary considerations for rock excavation issues and bluff stability, including other geologic/ground water items which may need to be explored and studied to properly address design and construction needs and impacts.

Track design

After completing the conceptual design and upon receiving a notice to proceed from RCRRA, Contractor will advance the conceptual engineering for Option 5 to comparable levels of completion applied to Options 1.5, 3 and 4 and prepare a cost estimate for its construction. Engineered drawings will include horizontal and vertical geometrics and typical cross sections.

2. The total contract fee will be increased from \$2,000,000 to \$2,100,000 and the Full Project Budget Breakdown spreadsheet will be replaced with Addendum 1.
3. The term of Agreement shall be amended to expire March 31, 2012.

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

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

**TRANSYSTEMS CORPORATION
CONSULTANTS**

Jim McDonough, Chair

By: _____

Print Name: _____

Date: _____

Title: _____

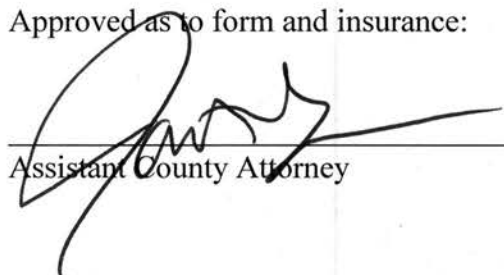
Date: _____

Approval recommended:



Timothy A. Mayasich, Director
Regional Railroad Authority

Approved as to form and insurance:



Assistant County Attorney

Amendment with TranSystems Corporation Consultants

2 of 2

8

RCRRA East Metro Capacity and Engineering Study
Full Project Budget Breakdown, Amendment, September ____, 2011

No.	Task	Firm Name Overhead Rate = Profit =	TranSystems (Prime) 159.60% 12%	Kimley-Horn and Associates, Inc. 195.86% 12%	Rani Engineering 168.16% 12%	The 106 Group Ltd. 160.00% 12%	American Engineering Testing, Inc. 181.30% 12%	LTK Engineering Services 158.41% 12%	David Simpson Consultants 117.00% 12%	TOTALS
B.1.	Task 0.0 Project Management and Stakeholder Involvement		\$260,667	\$110,128	\$1,171	\$1,601	\$0	\$19,713	\$13,223	\$406,503
B.2.	Task 1.0 Review of Previously Completed Work		\$42,964	\$23,137	\$2,494	\$8,666	\$3,829	\$22,527	\$7,960	\$111,577
B.3.	Task 2.0 Introductory Stakeholder Workshop		\$24,892	\$16,263	\$0	\$1,821	\$0	\$2,702	\$1,447	\$47,125
B.4.	Task 3.0 Perform Simulations		\$401,487	\$136	\$0	\$0	\$0	\$1,363	\$5,820	\$408,806
B.5.	Task 4.0 Determine and Document Impacts on Operation of Local Yards and Rail Service to Customers		\$7,817	\$3,000	\$0	\$0	\$0	\$594	\$20,401	\$31,812
B.6.	Task 5.0 Final Stakeholder Workshop		\$20,000	\$7,175	\$0	\$2,452	\$0	\$2,000	\$1,447	\$33,074
B.7.	Task 6.0 Summary Document of Phased Improvements		\$25,000	\$25,000	\$0	\$15,000	\$0	\$2,000	\$6,329	\$73,329
B.8.	Task 7.0 Conceptual Engineered Drawings with Costing of Recommended Improvements		\$418,847	\$82,576	\$261,246	\$5,000	\$42,337	\$39,430	\$1,709	\$851,145
	Related flagging			\$0	\$26,629		\$10,000			\$36,629
	Total Project Cost (as per project status letter)		\$1,201,674	\$267,415	\$291,540	\$34,540	\$56,166	\$90,329	\$58,336	\$2,000,000
Amendment: Study of Option 5										
B.4.	Task 3.0 Perform Simulations		\$21,000	\$0	\$0	\$0	\$0	\$0	\$0	\$21,000
B.8.	Task 7.0 Fieldwork and Conceptual Engineering		\$29,300	\$0	\$0	\$0	\$15,200	\$0	\$0	\$44,500
B.8.	Task 7.0 Engineered Drawings and Costs Estimation		\$25,000							\$25,000
B.8.	Task 7.0 Contingency		\$9,500							\$9,500
	Adjusted Total Project Cost		\$1,286,474	\$267,415	\$291,540	\$34,540	\$71,366	\$90,329	\$58,336	\$2,100,000

Addendum 1

**Red Rock Corridor Commission
Resolution 2011-02**

**Resolution Approving Funding Contribution for the East Metro Rail
Capacity Study**

WHEREAS, the purpose of the East Metro Rail Capacity and Engineering Improvements Study (East Metro Rail Capacity Study) is to evaluate railroad capacity to the north and east of downtown St. Paul and determine engineering improvements needed to implement Amtrak, Red Rock commuter rail, Midwest Regional Rail (high speed) and accommodate future freight growth; and

WHEREAS, the study will be very beneficial to establishing a collaborative working relationship with the railroads for identifying solutions that could accommodate all desired uses; and

WHEREAS, the East Metro Rail Capacity Study is being led by the Ramsey County Regional Railroad Authority (RCRRA); and

WHEREAS, the study, which began in June 2010, is anticipated to be completed in November 2011; and

WHEREAS, the Red Rock Corridor Commission (RRCC) is a project partner for the study; and

WHEREAS, the RRCC has previously approved by resolution the distribution of up to \$400,000 in state bond funds and \$1,600,000 in federal appropriation funds designated for the Red Rock Corridor to fund the study; and

WHEREAS, the RCRRA is requesting an additional \$20,000 funding contribution from the Red Rock Corridor Commission to match \$80,000 in federal 5339 funds to complete additional work as part of the East Metro Rail Capacity Study; and

WHEREAS, the additional work is needed to analyze in greater detail potential track improvements on the portion of the Red Rock corridor between Newport and Hastings; and

WHEREAS, the results of the analysis will help to inform future decisions about the Red Rock Corridor; and

WHEREAS, it will also be more efficient to study this now as part of the East Metro Rail Capacity study than to conduct a separate study in the future; and

WHEREAS, the East Metro Rail Capacity Study is included in the Commissions 2011 Workplan and contingency funds in this year's budget are sufficient to cover the cost; and

NOW THEREFORE BE IT RESOLVED, the RRCC approves a funding contribution of up to \$20,000 to RCRRA and the use of up to \$80,000 in additional federal 5339 funds designated for the Red Rock Corridor to complete additional work as part of the East Metro Rail Capacity Study.

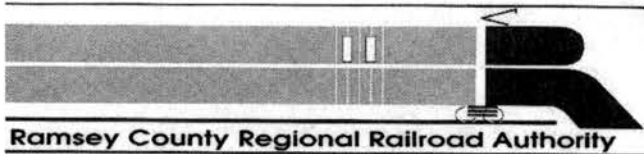
Approved:


Chairperson

8/25/11
Date Approved by Commission

I hereby certify that the foregoing resolution is a true and correct copy of the Resolution presented to and adopted by the Red Rock Corridor Commission at a duly authorized meeting thereof held on the 25th day of August, 2011 as shown by the minutes of said meeting in my possession.

	YES	NO	ABSTAIN	ABSENT
LEHRKE	X			
HARRIS	X			
RETTMAN	X			
STENGLEIN				X
HOLLENBECK	X			
KELLER				X
PETERSON	X			
HUNZIKER	X			
GALLAGHER				X
HELGEN				X
GORDON				X



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 10/4/2011

SUBJECT: Transitway Impacts Research Program 2011 funding request

EXECUTIVE SUMMARY:

The Transitway Impacts Research Program (TIRP) is a cooperative effort between the University of Minnesota and local governments to identify the impacts of transitway developments. Various local governments have participated in the program. Ramsey County Regional Railroad Authority participated in the program in 2008, 2009 and 2010 by providing \$20,000 annually for its share. A \$25,000 request is also being made for 2011. Funding is available in the Authority's 2011 operating budget.

The increase in the requested amount for 2011 is needed to provide a stable base level of funding for TIRP activities. This sustained local investment is critical for attracting national attention and outside funding. In calendar year 2011, it helped to secure an additional \$400,000. Maintenance of a base level of funding allows TIRP to solicit research activity from the best researchers and to advance multiple research activities at the same time.

Continued participation in the TIRP program will help the Ramsey County Regional Railroad Authority and others understand the potential impacts of transitways that are under development.

ACTION REQUESTED:

Approve the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2011.

1

SUBJECT: Transitway Impacts Research Program 2011 Funding Request

ATTACHMENTS:

PREVIOUS ACTION:

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

R09-30 authorizing \$20,000 for the program in 2009

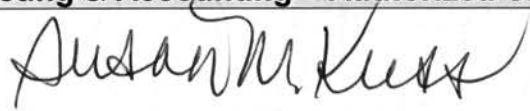
R10-22 authorizing \$20,000 for the program in 2010

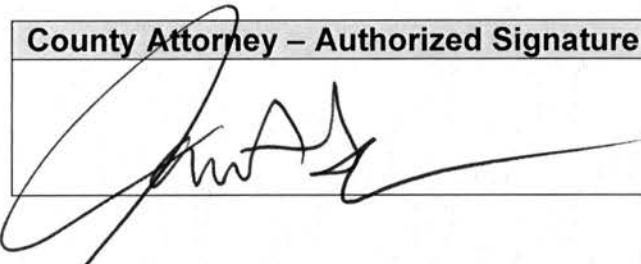
COUNTY MANAGER'S COMMENTS:

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

SUBJECT: Transitway Impacts Research Program 2011 Funding Request

Regional Railroad Authority – Authorized Signature	Date
	9/26/11

Budgeting & Accounting – Authorized Signature	Date
	9/27/11

County Attorney – Authorized Signature	Date
	9/28/2011

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

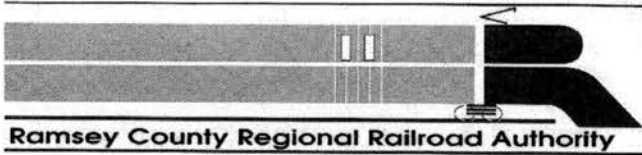
SUBJECT: Transitway Impacts Research Program 2011 Funding Request

Draft Resolution

1 WHEREAS, Ramsey County and other Railroad Authorities and the University of Minnesota
2 have supported research initiatives to study transitway projects' economic and community impacts
3 through the Transitway Impacts Research Program; and
4

5 WHEREAS, The Transitway Impacts Research Program has requested \$25,000 from the
6 Ramsey County Regional Railroad Authority to research residential and commercial property
7 values, land use patterns, neighborhood impacts, and travel behaviors; Now, Therefore, Be It
8

9 RESOLVED, The Ramsey County Regional Railroad Authority approves the expenditure of
10 \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts
11 Research Program for 2011.



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 10/4/2011

SUBJECT: Transitway Impacts Research Program - Presentation

EXECUTIVE SUMMARY:

Jan Lucke, Manager of Research Administration, Center for Transportation Studies, and Yingling Fan, Assistant Professor at the Humphrey School of Public Affairs, will present on the Transitway Impacts Research Program and the research that Ms. Fan has done along the Central Corridor.

ACTION REQUESTED:

None. For information and discussion only.

1

SUBJECT: Transitway Impacts Research Program - Presentation

ATTACHMENTS:

1. Transitway Impacts Research Program Overview
2. Research Brief – “The Hiawatha Line: Impacts on Land Use and Residential Housing Value”
3. Research Brief – “Demographic and Behavioral Differences between Hiawatha Light-Rail and Other Transit Riders”
4. Research Brief – “How Light-Rail Improves Job Access for Low-Wage Workers”
5. Research Brief – “Impacts of the Hiawatha Light-Rail Line on Commercial & Industrial Property Values in Minneapolis”
6. Transitway Impacts Research Program Power Point Presentation

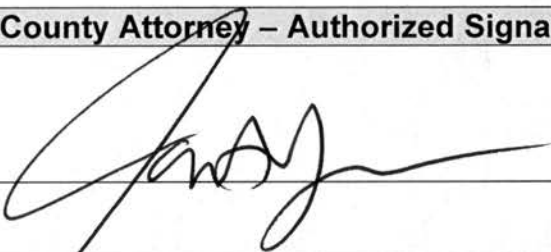
PREVIOUS ACTION:

COUNTY MANAGER’S COMMENTS:

SUBJECT: Transitway Impacts Research Program - Presentation

Regional Railroad Authority – Authorized Signature	Date
	9/26/11

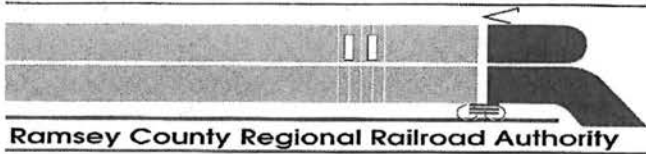
Budgeting & Accounting – Authorized Signature	Date
	9/27/11

County Attorney – Authorized Signature	Date
	9/26/2011

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 10/4/2011

SUBJECT: Transitway Impacts Research Program - Presentation

EXECUTIVE SUMMARY:

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ACTION REQUESTED:

None. For information and discussion only.

SUBJECT: Transitway Impacts Research Program - Presentation

ATTACHMENTS:

1. Transitway Impacts Research Program Overview
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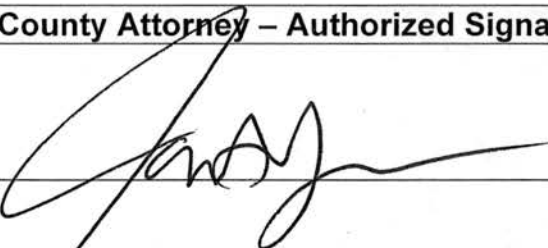
PREVIOUS ACTION:

COUNTY MANAGER’S COMMENTS:

SUBJECT: Transitway Impacts Research Program - Presentation

Regional Railroad Authority – Authorized Signature	Date
	9/26/11

Budgeting & Accounting – Authorized Signature	Date
	9/27/11

County Attorney – Authorized Signature	Date
	9/26/2011

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

● Transitway Impacts Research Program

A research program developed through collaboration between Twin Cities public agencies and the University of Minnesota

Background:

For decades, the Twin Cities metropolitan region has been interested in the potential economic, social, environmental, and health impacts of major transitways on the surrounding community. In addition to reducing travel times and congestion, transitways appear to have positive impacts on economic development, jobs, housing, the environment, and public health.

As the region continues to build a system of transitways—including light-rail transit (LRT), commuter rail, bus rapid transit (BRT), and streetcars—interest continues to grow in understanding these benefits and how travel behaviors change with the development of a transitway system.

Local and national implications that position the Twin Cities metro area for this program:

- The Hiawatha light-rail line has received national attention due to its exceptional success, both as a mobility improvement and also as a catalyst for economic and community revitalization.
- Northstar Commuter Rail—the state's first commuter-rail line—is open for service from downtown Minneapolis to Big Lake, with connecting coach bus service between Big Lake and St. Cloud. This new transit option is a great asset to the Northstar Corridor and beyond.
- The Twin Cities metro area is well on its way to developing or planning for additional transitways.
- The University of Minnesota is one of the few land-grant universities located in a major metropolitan area, and it is highly regarded for its strong research capabilities.
- The Hiawatha LRT line was one of the first lines required by the Federal Transit Administration to conduct a “before-and-after-study” of the impacts of the transitway, allowing the Twin Cities to influence national evaluation standards.



The Transitway Impacts Research Program (TIRP) was launched in 2006 and has grown to include a mix of funding partners and program supporters, including Anoka County, Center for Transportation Studies, Center for Urban and Regional Affairs, Central Corridor Funders Collaborative, City of Minneapolis, City of St. Paul, Dakota County, Federal Transit Administration, Hennepin County, Humphrey School of Public Affairs State and Local Policy Program, Itasca Group, Metropolitan Council, Metro Transit, Minnesota Department of Transportation, Ramsey County, University Metropolitan Consortium, and Washington County.

The research program has the following priorities:

- Economic and business impacts
- Housing market impacts
- Land-use impacts
- Land value impacts
- Neighborhood and social issues
- Traffic and parking impacts
- Environment and health issues

Benefits of taking this collaborative approach:

- Support of local jurisdictions ensures that research is relevant and responds to local needs.
- The research methodology developed could become a national model for the conduct of transitway research.
- Research protocols meeting academic standards will allow for greater comparability between various studies and transitways.
- Communication with the public about the impacts of transitways will be more consistent and credible.
- It provides the ability to demonstrate a new approach to responding to the revised New Starts rating system, which considers mobility improvements, cost-effectiveness, economic development effects, land use that supports public transportation, environmental benefits, and operating efficiencies.

Completed research:

- ***The Hiawatha Line: Impacts on Land Use and Residential Housing Value***, Edward Goetz, Center for Urban and Regional Affairs. Examined how Hiawatha LRT affected residential property values, land use patterns, and housing investments.
- ***Demographic and Behavioral Differences Between Hiawatha Light-Rail and Other Transit Riders***, Jason Cao, Humphrey School of Public Affairs. Examined the profile of transit riders in the Twin Cities and the factors that influence mode choice. Researchers compared demographic and behavioral differences in riders of light rail, local buses, express buses, and premium express buses.
- ***How Light-Rail Transit Improves Job Access for Low-Wage Workers***, Yingling Fan, Humphrey School of Public Affairs. Examined how Hiawatha LRT affected the number of



suitable job opportunities accessible to low-wage workers in 30 minutes or less.

- ***Impacts of the Hiawatha Light-Rail Line on Commercial and Industrial Property Values in Minneapolis***, Jason Cao, Humphrey School of Public Affairs. Examined how Hiawatha LRT affected commercial and industrial property values.

Active research:

- ***Transportation, Environmental, and Health Impacts of Transitways: A Case Study of the Hiawatha Line***, Jason Cao, Humphrey School of Public Affairs. Examines associated environmental and health benefits of transitways, such as travel behavior, energy savings, reductions in greenhouse gas emissions, and health care savings associated with healthy lifestyle changes.
- ***Assessing Neighborhood and Social Influences of Transit Corridors***, Yingling Fan, Humphrey School of Public Affairs. Examines neighborhood and social influences associated with major transit improvements. Includes a focus on Hiawatha LRT, Northstar Commuter Rail, Cedar Avenue BRT, and Central Corridor LRT.

Contacts for more information:

For additional information about this program, please contact Jan Lucke, Center for Transportation Studies, at 612-625-8401 or jlucke@umn.edu.

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UNIVERSITY OF MINNESOTA

CENTER FOR TRANSPORTATION STUDIES, 200 Transportation and Safety Building, 511 Washington Avenue S.E., Minneapolis, MN 55455-0375, Phone: 612-626-1077
E-mail: cts@umn.edu Web: www.cts.umn.edu • January 2011

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5



Understanding the Impacts of Transitways

The Hiawatha Line: Impacts on Land Use and Residential Housing Value

A Transitway Impacts Research Program (TIRP) Research Brief



"The average value of a single-family home in a station area has increased more than \$5,000, and the average value of a multi-family home in a station area has increased more than \$15,500."

—Ed Goetz

Project Background

This study examines the economic impacts of transitways—specifically, the impacts of the Hiawatha Light-Rail Transit Line, which stretches from downtown Minneapolis, Minnesota, to its southern suburbs. Researchers explored how construction of the light-rail line and rail transit stations affects residential property values, land use patterns, and housing investment.

Project Design

The project design addresses three primary research challenges:

- **Classifying stations and defining station area.** Researchers classified the stations based on four different station types: the downtown commercial business district, the neighborhood district, the institutional stations, and the Bloomington commercial district. The study focused mainly on the neighborhood district, because this area had the greatest mix of land use. The station area was defined as a half-mile radius from each transit station.
- **Defining the control area.** Two control areas were defined for this project. One control area was a quarter-mile band outside the defined half-mile impact zone. The second control area was the entire neighborhood of eastern south Minneapolis, one of the city's distinct housing markets.

Project Fast Facts

After construction of the Hiawatha Line:

- The area along the Hiawatha Line realized an increase of \$47.1 million in residential property value between 2004 and 2007.
- Single-family homes near the line sold for 4.2 percent more than homes in the comparison area.
- Homes located closer to stations experienced higher property values due to increased transit accessibility.
- The negative effect on property values near the light-rail line due to nuisances like noise was much smaller than the positive effect on those properties.
- The average value of each single-family home located near a light-rail station increased more than \$5,000.
- The average value of each multi-family property located near a light-rail station increased more than \$15,500.
- A significant amount of new housing construction occurred—183 percent more than would be expected.

Program Supporters:

Anoka County

Center for Transportation
Studies, University of
Minnesota

Center for Urban
and Regional Affairs,
University of Minnesota

City of Minneapolis

City of Saint Paul

Dakota County

Federal Transit
Administration

Hennepin County

Itasca Group

Metropolitan Council

Minnesota Department
of Transportation

Ramsey County

State and Local Policy
Program, Humphrey
Institute of Public Affairs,
University of Minnesota

University Metropolitan
Consortium, University of
Minnesota

Washington County

- **Defining the timeframe.** Researchers considered when impacts of the rail line could be expected to occur. To do this, they charted the number of times "light rail" and "Hiawatha" were mentioned in major local newspapers. Based on this analysis, the year the line opened—2004—was selected as the best time to begin gauging the Hiawatha line's impacts.

Project Conclusions

Impacts on Land Use

So far, the Hiawatha Line has had little impact on land use. However, researchers only had access to land use data up to 2005. Greater land use changes may occur in the future.

Impacts on Development

There has been a significant amount of new housing construction next to the Hiawatha Line—183 percent more than would be expected based on the control area. Altogether, there were 67 residential properties built within 300 feet of the light-rail tracks after funding for the Hiawatha line was announced in 1997. While the number of building permits issued for the rail-line impact zone mirrors the number issued for the control area, the value and scale of the building activity within the impact zone was far greater than building activity in the control area between 2000 and 2007.

Impacts on Property Values

The Hiawatha Light-Rail Line has positively affected residential property values. The positive accessibility effect of station access outweighed the smaller nuisance effect of the rail line on property values. Positive property value impacts were only realized for properties on the west side of the rail line, which is primarily residential. The industrial land use properties on the line's east side did not benefit from proximity to the line. The industrial corridor on the line's east side effectively blunted any positive accessibility effect created by the Hiawatha Line.

The average value of a single-family home in a station area has increased more than \$5,000, and the average value of a multi-family home in a station area has increased more than \$15,500. The area along the Hiawatha Line realized an increase of \$47.1 million in residential property value between 2004 and 2007.

About the Research

The research was conducted by University of Minnesota Humphrey Institute professor Ed Goetz and funded by the Transitway Impacts Research Program (TIRP).

The Hiawatha Line Neighborhood Corridor

This study focused on the neighborhood corridor of the Hiawatha Line, stretching from the Cedar Riverside Station to the north and the V.A. Medical Center Station to the south.



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Understanding the Impacts of Transitways

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

A Transitway Impacts Research Program (TIRP) Research Brief

“The Hiawatha LRT has a much broader influence on the regional transportation network than local buses and express services. LRT plays an important role in improving regional accessibility.”—Jason Cao



Project Background

This study examines the profile of transit riders in the Twin Cities and explores the environmental factors influencing mode choice of access to transitways. Researchers compared demographic and behavioral differences in riders of light rail, local buses, express buses, and premium express buses.

Project Design

The data used in this study came from the 2005 Metropolitan Council Transit Rider Survey (TRS). The survey asked transit riders about the characteristics of their trips including origin and destination, boarding and exit stations, access and exit mode choice, and trip transfer and purpose. The survey is available in four languages: English, Hmong, Somali, and Spanish.

Project Conclusions

Choice vs. Captive Riders

A captive transit rider does not have a vehicle or cannot drive. A choice transit rider can drive and does have a vehicle, but chooses transit instead. Researchers found premium express buses have the greatest percentage of choice riders (96 percent) and local buses carry the greatest percentage of captive riders (52 percent).

Project Fast Facts

- Light-rail transit balances efficiency and equity by serving both riders who depend on transit and those who use transit by choice.
- Light-rail transit has a broader influence on the regional transportation network than buses.
- Seventy-five percent of light-rail riders walk farther than a quarter-mile to reach a station.
- Light rail promotes reverse commuting: 33 percent of light-rail riders commuted outward.
- One-third of light-rail riders choose to park and ride.
- Light rail supports mode mixing: one in two light-rail riders transfer to another transit service.

Program Supporters:

Anoka County

Center for Transportation
Studies, University of
Minnesota

Center for Urban
and Regional Affairs,
University of Minnesota

City of Minneapolis

City of Saint Paul

Dakota County

Federal Transit
Administration

Hennepin County

Itasca Group

Metropolitan Council

Minnesota Department
of Transportation

Ramsey County

State and Local Policy
Program, Humphrey
Institute of Public Affairs,
University of Minnesota

University Metropolitan
Consortium, University of
Minnesota

Washington County

Characteristics of Transit Modes

Transit Service	Definition	Type of Rider	How Transit is Accessed	Trip Characteristics
Light-Rail Transit	The Hiawatha Line from downtown Minneapolis to its southern suburbs	Mostly choice (62%)	Balanced between bus, walking, and park and ride	Home locations spread throughout the entire region; the average rider lives more than three miles from the line
Express Bus	Connects suburban areas directly to Minneapolis and Saint Paul downtowns	Primarily choice (84%)	About half park and ride (48%)	Home locations clustered at the line origin
Premium Express Bus	Express routes with coach buses	Almost exclusively choice (96%)	Mostly park and ride (62%)	Home locations clustered at the line origin
Local Bus	Serves urban and suburban areas with frequent stops	Mostly captive (52%)	Nearly all bus or walk (90%)	Home locations scattered along route; most riders live within a mile of the bus line

Light-rail transit balances equity and efficiency. It provides equity by attracting captive riders (31 percent) and by promoting a reverse commute, with 33 percent of riders traveling outward. It also provides efficiency by carrying choice riders (69 percent), alleviating congestion in downtown areas.

Access and Exit Mode Choice

Light-rail transit provides a balance in transit access mode choice among walking (37 percent), park and ride (30 percent), and bus (30 percent). Researchers also found three in four riders who walk to the light-rail station live more than a quarter-mile from the station. In addition, light-rail transit promotes mode mixing, with one in two light-rail riders transferring to another transit service.

Travel Shed Analysis

Researchers compared the home locations of each type of transit rider and found light-rail transit has a much wider, regional influence than other modes of transit. Local bus riders' home locations are clustered in a narrow strip along the bus route. Express and premium express bus riders' home locations are clustered in the suburban area of the line's origin.

In contrast, Hiawatha light-rail transit riders come from the entire region, promoting regional accessibility. The average light-rail rider lives more than three miles from the rail line. Researchers also analyzed existing bus routes along the future Central Corridor light-rail route and concluded this light-rail line has the same potential for promoting regional accessibility.

About the Research

The research was conducted by University of Minnesota Humphrey Institute assistant professor Jason Cao and funded by the Transitway Impacts Research Program (TIRP).

www.cts.umn.edu/Research/Featured/Transitways



Understanding the Impacts of Transitways

How Light-Rail Transit Improves Job Access for Low-Wage Workers

A Transitway Impacts Research Program (TIRP) Research Brief



Project Background

Public transportation plays an important role in addressing poverty, unemployment, and equal-opportunity goals. Increasingly often, entry-level job opportunities are located away from low-wage workers. However, these workers often don't have access to vehicles for commuting, or they struggle to pay rising gas prices. These factors make low-wage workers more transit-dependent now than ever before.

Project Objectives

This study aims to uncover whether Twin Cities transitways effectively connect low-wage workers with suitable job opportunities. It focuses on the impacts of the Hiawatha light-rail line, which runs between downtown Minneapolis and its southern suburbs. Construction on the Hiawatha line began in 2001 and was completed in 2004. The study also examines whether households and employers have relocated to take advantage of benefits provided by transitways.

Project Design

The study area includes the seven-county Twin Cities metropolitan region and uses data from several sources including the Longitudinal Employer-Household Dynamics (LEHD) database, the U.S. Census Bureau, and Metro Transit.

To determine how the Hiawatha line has affected job access of low-wage workers, researchers compared transit access to low-wage jobs in areas where high concentrations of transit-dependent individuals live with region-wide accessibility changes before and after Hiawatha line construction. Researchers defined accessibility as the total number of low-wage jobs reachable within 30 minutes of transit travel, with a maximum of one transfer and a maximum walking distance of one-quarter mile.

Researchers also analyzed changes in commuting flows between home and work near transitway corridors to learn if low-wage workers and low-wage businesses are relocating to take advantage of the light-rail line. This involved studying individual commutes between census block groups—the smallest geographical unit for which census sample data are available.

Project Fast Facts

- The number of low-wage jobs accessible by 30 minutes of transit travel in morning peak hours increased by 14,000 jobs in light-rail station areas and by 4,000 jobs in areas with direct light-rail bus connections after the addition of the Hiawatha line and related transit network upgrades.
- After light-rail construction, low-wage workers are locating near station areas. Hiawatha and related transit upgrades are estimated to have drawn 907 low-wage workers into the Hiawatha station areas. Out of the 907 relocated workers, 78 percent moved to areas near the Cedar-Riverside, Franklin Avenue, and Lake Street-Midtown stations.
- The number of low-wage jobs has increased near station areas. Hiawatha and related transit upgrades are estimated to have brought more than 5,000 low-wage jobs into areas near downtown Minneapolis and suburban Bloomington light-rail stations.

Program Supporters:

Anoka County

Center for Transportation
Studies, University of
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Center for Urban
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University of Minnesota

City of Minneapolis

City of Saint Paul

Dakota County

Federal Transit
Administration

Hennepin County

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Program, Humphrey
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Consortium, University of
Minnesota

Washington County

Project Conclusions

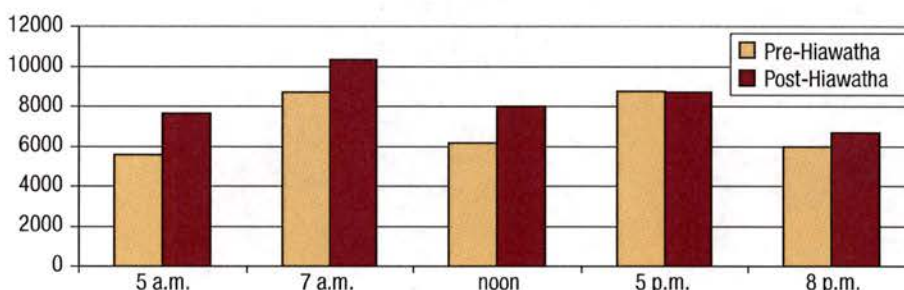
Spatial mismatch exists in the Twin Cities.

The areas where low-wage workers live are often located away from areas where low-wage jobs are found—creating a mismatch between residential and workplace locations of low-wage workers. This makes transit access important for these workers, who often use transit to lower their cost of living or have no reliable access to a vehicle.

The Hiawatha light-rail line has significantly improved accessibility to low-wage jobs.

As illustrated in the bar graph, the Hiawatha light-rail line has made significant, positive changes in access to low-wage jobs. These gains improve transit access in previously underserved areas of the Twin Cities and at previously underserved times of day. The frequent, all-day service provided by transitways is especially important for transit-dependent individuals, because they are much more likely to use transit at off-peak times and for non-commute trips.

**Average number of low-wage jobs accessible within 30-minutes
transit travel in the Twin Cities' transit-served areas**



Hiawatha's impacts extend well beyond station areas.

Researchers found large areas of accessibility gains along bus routes connecting to the Hiawatha line. These findings show the regional impact of light rail, even with only one line running. They also reinforce the role a fully-integrated transit network plays in maximizing transitway investments.

Significant numbers of low-wage workers and low-wage employers have relocated toward the light-rail line.

Following the construction of the Hiawatha line, low-wage workers have increasingly been locating near the Cedar-Riverside, Franklin Avenue, and Lake Street / Midtown station areas, as well as near light-rail-connecting bus routes. Likewise, the number of low-wage employers has increased in areas surrounding the downtown Minneapolis and suburban Bloomington stations and near connecting bus routes.

In summary, researchers found the Hiawatha light-rail line provides significant benefits for transit-dependent low-wage workers—improving transportation equity in the Twin Cities.

About the Research

The research was conducted by principal investigator Yingling Fan, an assistant professor in the Hubert H. Humphrey Institute of Public Affairs, and co-investigators Xinyu (Jason) Cao, an assistant professor in the Humphrey Institute, and David Levinson, the CTS/Braun Chair in the Department of Civil Engineering. It was funded by the Transitway Impacts Research Program (TIRP).

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Understanding the Impacts of Transitways

Impacts of the Hiawatha Light-Rail Line on Commercial & Industrial Property Values in Minneapolis

A Transitway Impacts Research Program (TIRP) Research Brief



Photographer: Matt Miranda

Project Fast Facts

- The Hiawatha light-rail line has increased demand for commercial and industrial properties near station areas.
- Property values increase the closer they are to the light-rail station.
- The benefits of light-rail stations on commercial and industrial property value extend nearly a mile from the station area.

Project Background

This study examines commercial and industrial property value impacts of the Hiawatha light-rail line connecting downtown Minneapolis, Minnesota, to its southern suburbs. The research analyzes sale prices of commercial and industrial properties before and after completion of the line in 2004 to determine if proximity to a light-rail station affects property values.

Project Design

Prior Research

In the past, few studies have explored the connection between light-rail transit and commercial property values. In the limited research that exists, most studies have found proximity to light-rail stations has a positive impact on commercial property values—but a few have found negligible or even slightly negative impacts.

Study Area

The study examines the first operational section of the Hiawatha line, a 12-mile section of light-rail line with 17 stations. Construction on this portion of the line began in 2001 and was completed in 2004.

Researchers studied the impact that proximity to light-rail stations has on commercial and industrial property values in the area within a one-mile radius of stations before and after completion of the Hiawatha line. They then compared these changes with property value changes in a slightly larger Twin Cities sub-region in order to discount overall price fluctuations in the region's real-estate market.

Program Supporters:

Anoka County

Center for Transportation
Studies, University of
Minnesota

Center for Urban
and Regional Affairs,
University of Minnesota

City of Minneapolis

City of Saint Paul

Dakota County

Federal Transit
Administration

Hennepin County

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State and Local Policy
Program, Humphrey
Institute of Public Affairs,
University of Minnesota

University Metropolitan
Consortium, University of
Minnesota

Washington County

Methodology

The researchers identified five sets of key factors that determine commercial and industrial property values:

1. Access to transportation, such as distance to a highway on-ramp or light-rail station
2. Access to labor, such as the number of residents in neighborhoods
3. Structural characteristics, such as number of building stories and square footage
4. Socioeconomic factors of neighborhoods, such as median household income
5. Proximity to employment centers, such as distance to downtown or shopping centers

Then, they used a statistical model to control for these factors and isolate the impact of light-rail transit access on commercial and industrial property values. The sales data used in the study begin in 2000, prior to the start of Hiawatha line construction. The data continue through 2008, the most recent available sales figures. All sales data were adjusted to constant year 2000 dollars.

Project Conclusions

The researchers found the Hiawatha line has increased the value of commercial and industrial properties within a nearly one-mile radius of light-rail stations.* Property value benefits to local communities include:

- After the light-rail line was completed in 2004, prices per building-square-foot increased from \$36 to \$56, controlling for other factors. This suggests **higher demand for properties within the station area**.
- **Property values increase the closer they are to a light-rail station.** For example, a property located a quarter-mile from a light-rail station will command more than a similar property located a half-mile from a station.
- The positive effect on property values **extends to properties as far as 0.9 mile from the light-rail transit station**—farther than the positive impact of other light-rail systems studied elsewhere in the country.

These findings shed light on questions about light-rail transit's economic benefits. They provide evidence for transit agencies to justify transitway investments and address concerns of local developers and lenders. In addition, this research can be used to consider how property values along other planned light-rail transit lines may be affected.

* Increases in property values along the line may be at the expense of losses in other areas.

About the Research

The research was conducted by principal investigator Xinyu (Jason) Cao, an assistant professor in the Hubert H. Humphrey Institute of Public Affairs, and Dr. Kate Ko, formerly a graduate student in the Department of Applied Economics. It was funded by the Transitway Impacts Research Program (TIRP), a diverse group of transportation stakeholders.

More information about the TIRP program: www.cts.umn.edu/Research/Featured/Transitways

Mission

- Investigate the economic, social, environmental and health impacts of transitway corridors
- Serve as a national model of inter-jurisdictional collaboration between government and academia.
- Maximize benefits to local partners by leveraging partnerships to support large-scale studies.

Sponsors

Funding Sources:

- Anoka County
- Center for Transportation Studies, University of Minnesota
- Central Corridor Funders Collaborative
- Dakota County
- Hennepin County
- Itasca Group
- Metropolitan Council
- Minnesota Department of Transportation
- Ramsey County
- University Metropolitan Consortium, University of Minnesota
- Washington County

In cooperation with:

- Center for Urban and Regional Affairs, University of Minnesota
- City of Bloomington
- City of Minneapolis
- City of Saint Paul
- Federal Transit Administration
- Metropolitan Council/Metro Transit
- State and Local Policy Program, Hubert H. Humphrey School of Public Affairs, University of Minnesota

Funding

- Local sponsors have provided over \$800,000 for TIRP activities since 2006
- Local contributions helped attract \$400,000 in funding from federal and foundation sources in 2011

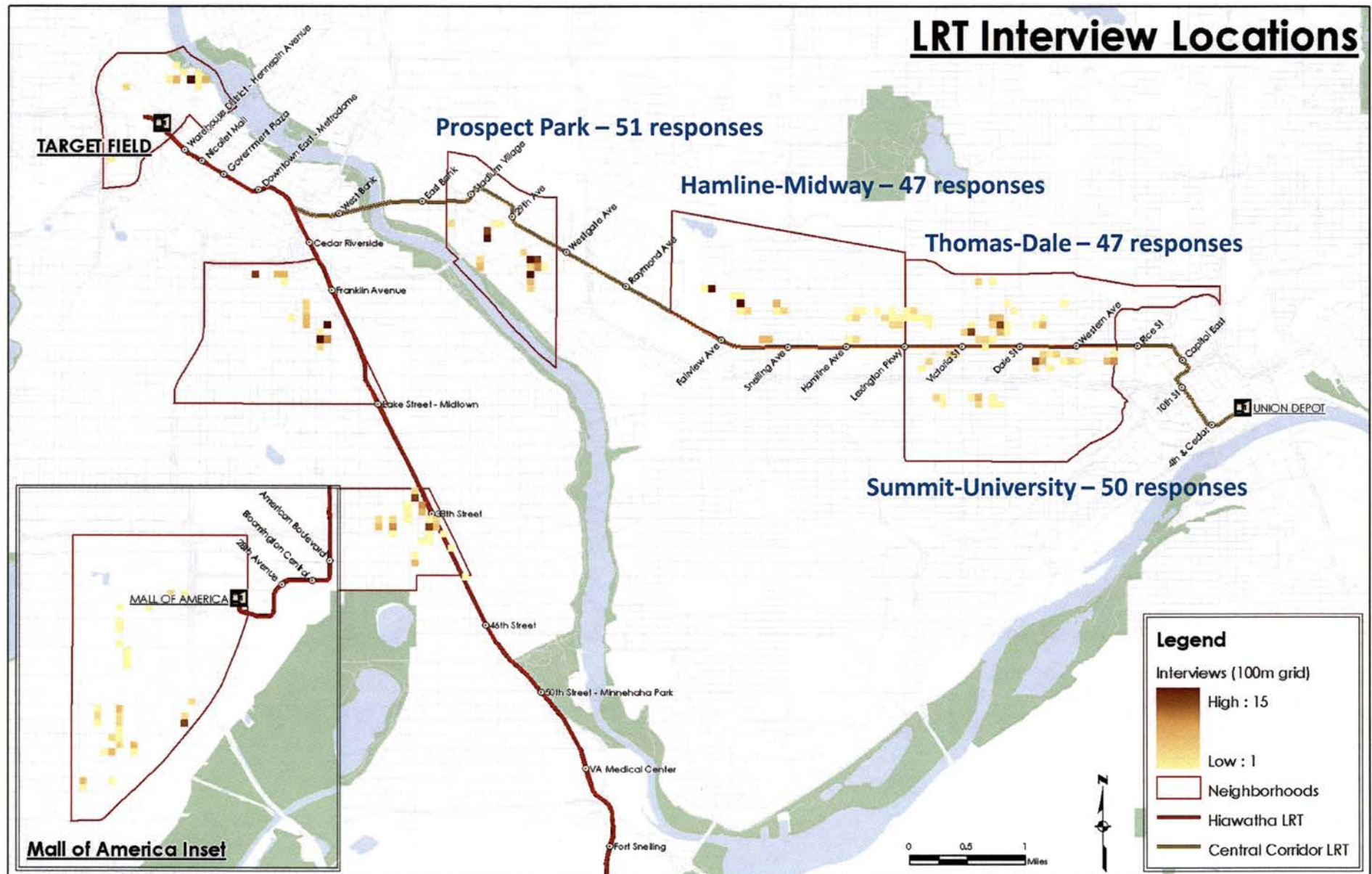


ASSESSING NEIGHBORHOOD AND SOCIAL IMPACTS OF TRANSITWAYS

Report to the Ramsey County Board

9/27/ 2011

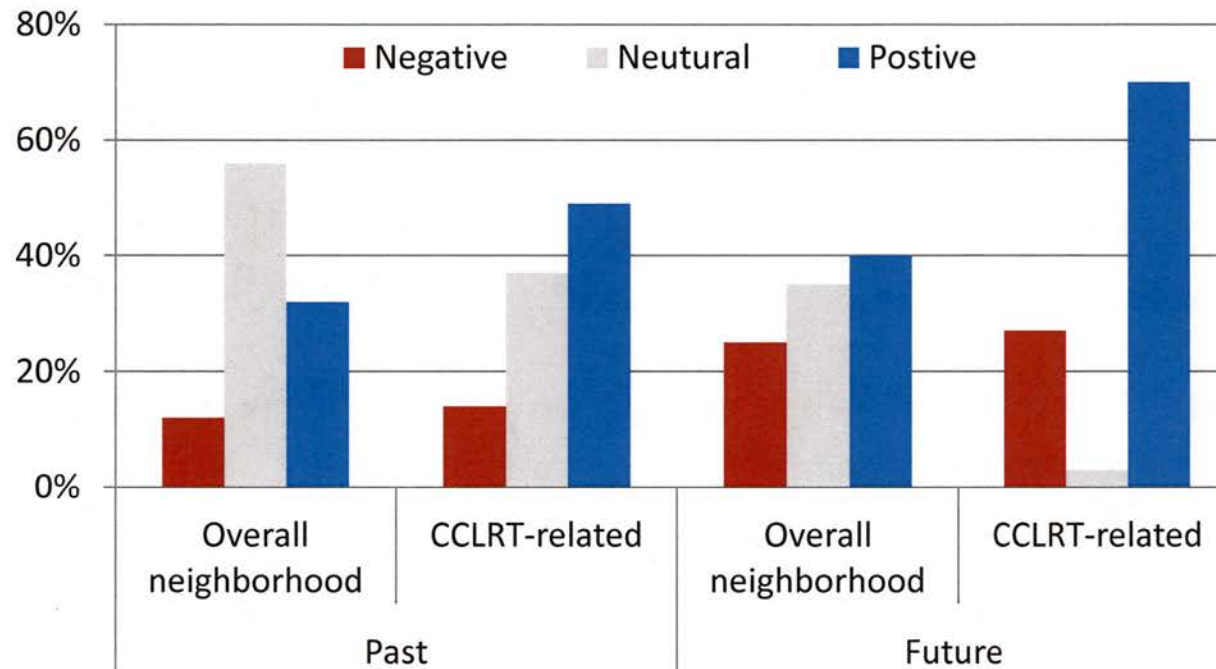
LRT Interview Locations



Questions about Perceived CCLRT Effects

- Past view
 - Overall, has **this neighborhood** become a better or worse place to live over the PAST five years—or since you moved in?
 - Overall, what is your opinion of any effects **the Central Corridor project** has had on the neighborhood so far?
- Future outlook
 - Overall, will **this neighborhood** become a better or worse place to live over the NEXT five years?
 - Overall, what is your opinion of how **the Central Corridor project** will affect this neighborhood in the future?

Overall Central Corridor Results



- People are more positive about transitway-related neighborhood change than overall neighborhood change, regardless of the past or future.
- Racial divide in perceptions:
 - White-Black differences not significant (24% vs 20% negative future outlook)
 - White-Asian difference striking and significant (24% vs. 41% negative)

Visual Preference Survey Questions

Residential question:

How would you like to see each of the following types of residential development in your neighborhood? Would you not like it at all, not like it much, like it or like it a lot?

Residential types:



Names used in results:

Single family

Townhomes

High-density apartments

Small apartment building

Commercial question:

How would you like to see each of the following types of commercial development in or near your neighborhood? Would you not like it at all, not like it much, like it or like it a lot?

Commercial types:



Names used in results:

Traditional storefront

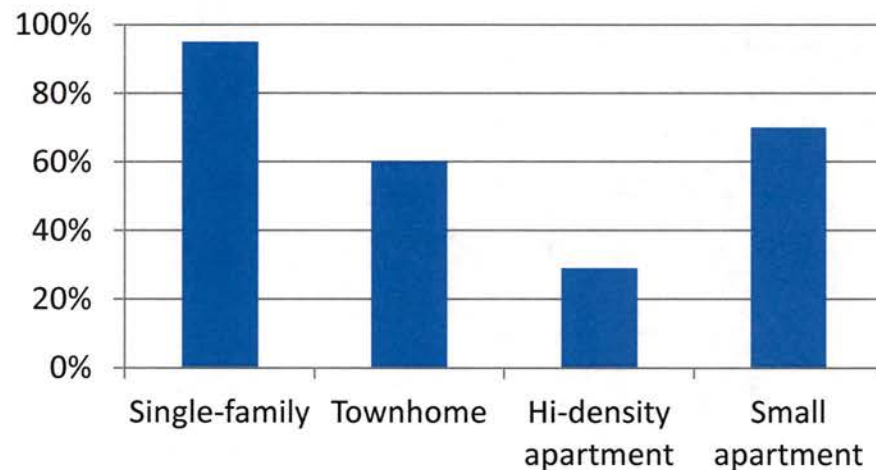
Automobile-oriented detached

High-density mixed-use

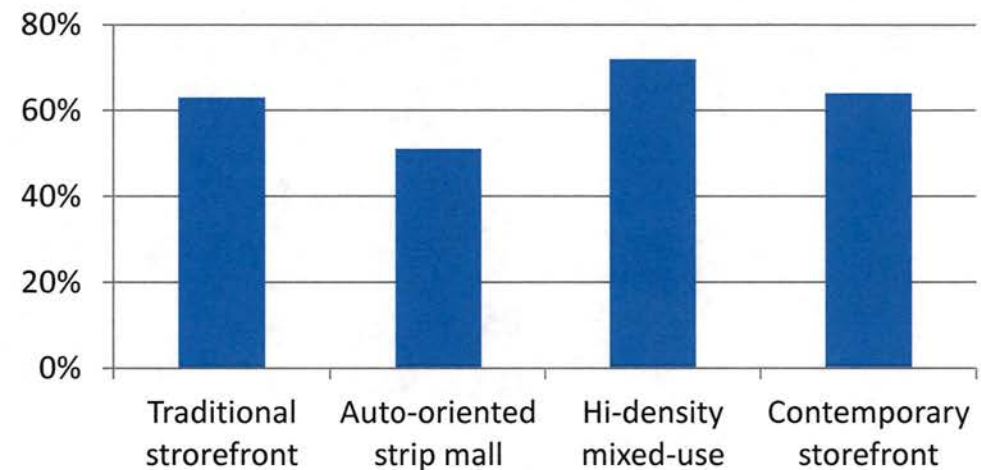
Contemporary storefront

Overall Central Corridor Results

Residential -% of "like" response



Commercial -% of "like" response



- Popular development: low-density residential yet high-density business.
- Racial divide:
 - Minorities have more tolerance for high-density residential development.
 - Whites have stronger dislike toward auto-oriented business development.
 - Minorities like both auto-oriented and high-density mixed-use business development.

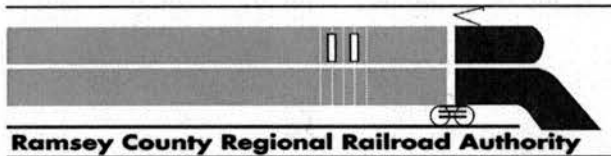
Specific Neighborhood Changes

- Respondents were asked to rate the expected change of 18 specific neighborhood qualities.
- Respondents show concerns about negative changes in the following dimensions and consider these changes to be CCLRT-relevant:
 - **Strong concern (street quietness, parking, traffic congestion)**
 - Moderate concern (pedestrian safety, bus services, security)
- Neighborhood variations exist.



Key Messages

- Majority (>70%) expect positive effects of Central Corridor on their neighborhood.
- Racial differences in perceptions calls for attention to Asian communities along the corridor.
- Racial differences in development preferences calls for culturally-appropriate TOD planning.
- Attention needed to address concerns about street quietness, traffic congestion, and parking shortage, as well as neighborhood variations in these concerns.
- Appropriate interventions
 - Need to be population- and neighborhood-specific.
 - May include actual policy changes and/or public education campaigns.



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

REGIONAL RAILROAD AUTHORITY MEETING

November 1, 2011

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

.....
ROLL CALL and Call to Order

AGENDA of the November 1, 2011 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the October 4, 2011 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Amended Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

Board Action Requested:

- 1) Authorize approval of an amended grant agreement for state bond funds from the Minnesota Department of Transportation for the Union Depot Project, in the amount of \$9,767,500.
- 2) Authorize the Chair to execute the amended grant agreement.
- 3) Authorize the County Manager to approve and execute any agreements, amendments, and change orders, related to the expenditure of these grant funds in accordance with County competitive solicitation policies and procedures in a form approved by the County Attorney's Office and within the limits of the grant funding.
- 4) Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

2. Regional Transitways Guidelines - Presentation

Board Action Requested:

None. For information and discussion only.

CORRIDOR UPDATES

ADJOURNMENT

Immediately following County Board Executive Session:

- Regional Railroad Authority Executive Session RE: Union Depot Offices ****CLOSED TO PUBLIC**** - Room 220 Large Conference Room

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

October 4, 2011

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Parker, Reinhardt, Rettman, McDonough – 6. Absent: Ortega – 1. Also present was Julie Kleinschmidt, County Manager and James Mogen, Assistant County Attorney, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 9:20 AM.

AGENDA

Commissioner Reinhardt moved approval of the Agenda of the October 4, 2011 Regional Railroad Authority Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Parker, McDonough – 6. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the September 20, 2011 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Parker, McDonough – 6. Nays – 0.

1. Contract amendment for the East Metro Rail Capacity and Engineering Improvements Study

Commissioner Rettman moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Parker, McDonough – 6. Nays – 0. (R11-37)

WHEREAS, The Gateway Corridor originates in St. Paul and travels east to Wisconsin generally following Interstate 94; and

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance The Union Depot Multi-Modal Transit and Transportation Hub (Union Depot) to the benefit of the citizens of Ramsey County; 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 are an obstacle to achieving Ramsey County Regional Railroad Authority's vision for the Union Depot; and

WHEREAS, The East Metro Rail Capacity and Engineering Improvements Study (East Metro Study) was begun in 2010 to identify 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 East Metro Study through its stakeholder involvement process identified Option 4 as the preferred alternative for improving freight capacity while allowing for the introduction of Red Rock commuter rail and high speed rail to Chicago; and

WHEREAS, Since the endorsement of Option 4, a new option, Option 5, has been identified; and

WHEREAS, Option 5 has been discussed with the impacted railroads and other stakeholders with the resulting consensus that Option 5 is a promising alternative that merits further analysis and that it should be done as part of the East Metro Study; and

WHEREAS, The analysis of Option 5 is outside of the existing East Metro Study's scope of work; and

WHEREAS, The additional analysis will cost \$100,000 which will be split 80% federal and 20% local; and

WHEREAS, Federal funding is available within SG-2009-50 between the Ramsey County Regional Railroad Authority and the Metropolitan Council to cover 80% of the additional cost or \$80,000; and

WHEREAS, On August 25, 2011 the Red Rock Corridor Commission passed resolution 2011-02 agreeing to provide the \$20,000 local match for the additional analysis; and

WHEREAS, Due to delays in acquiring access to private property for the completion of survey work the study's final report will not be completed in time to allow for adequate time to receive and incorporate comments from stakeholders prior to the expiration of the contract on December 31, 2011; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the contract amendment with TranSystems Corporation Consultants to add Option 5 to the East Metro Rail Capacity and Engineering Improvements Study at an additional cost of \$100,000, to be funded by the Red Rock Corridor Commission and federal sources, through March 31, 2012; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Contract Amendment.

2. Transitway Impacts Research Program 2011 Funding Request

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

Commissioner Rettman asked about the \$800,000 in funding for Transitway Impacts Research Program (TIRP) activities that has been provided by local sponsors since 2006 and the \$400,000 from federal and foundation sources in 2011; she wanted to know why this year's request is \$25,000 compared to last year's request of \$20,000; she also asked when the program will be completed.

Jan Lucke, Manager of Research Administration, Center for Transportation Studies, said contributions from sponsors have varied in amounts since the inception of TIRP. As part of developing a more formal contribution process, a small group of TIRP's program management team, which consists of representatives from each of the sponsor organizations, met this year to establish guidelines for contributions. These guidelines were not meant to be a barrier to participation, but rather to ensure that organizations of similar size were paying similar amounts. After reviewing previous contributions, the small group determined that the contribution target for a large county should be \$25,000, although a large county wouldn't be excluded from participating in TIRP if it didn't provide the full contribution of \$25,000. The local sponsor funding continues to be necessary to attract contributions from federal and non-profit sources, which typically require a one to one match. Without the base local funding, opportunities to seek additional federal, non-profit and private funding would be significantly reduced. TIRP's hope is that this research program will not end and that research can continue on transitways. TIRP feels that their research helps Ramsey County and others to make informed decisions about transitway planning in the Twin Cities area.

Commissioner Rettman asked about their annual budget and wanted to know what has been produced with the \$1.2 million received in funding since 2006. She noted that the cities are not contributing to this effort, and raised the question, is a program really sustainable if it is sustained with government funds?

Ms. Lucke said TIRP's annual budget has been \$100,000 to \$150,000 each of the last six years, which has funded seven robust studies, four of which are complete. She said they are constantly looking for funding sources to support the research. They did attract new funding sources this year, such as the Central Corridor Funders Collaborative, US/DOT, and the McKnight Foundation. She said they are gaining momentum because people are finding value in their research.

Tim Mayasich, Director, Ramsey County Regional Railroad Authority (RCRRA), commented that RCRRA staff sees the research as valuable and beneficial. He said the progress of the research and the results of funding are demonstrated in today's presentation. He has raised the issue of city contributions at the project management level because the urban core clearly benefits from this research.

Ms. Lucke said TIRP did meet with the Cities of Minneapolis and Saint Paul. Interest has been expressed by the Minneapolis City Council and TIRP has been invited to present and will be given the opportunity to make the funding request. TIRP is meeting with the Saint Paul Planning Commission at the end of the month.

Chair McDonough said he supports the \$25,000, as there is value in participating in this effort, and if they approve today's request, he could send a letter to the City Council asking them to consider a financial contribution to the project, in addition to our financial support.

Commissioner Parker commented that she supports the RCRRA's participation in this because solid research on the economic development impacts of transitways is beneficial. She thinks the Cities of Minneapolis and St. Paul would jump at the opportunity to participate as well because they are the entity that is responsible for land use.

Roll Call: Ayes – Reinhardt, Bennett, Carter, Parker, McDonough – 5. Nays – Rettman – 1. (R11-38)

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

WHEREAS, The Transitway Impacts Research Program has requested \$25,000 from the Ramsey County Regional Railroad Authority to research residential and commercial property values, land use patterns, neighborhood impacts, and travel behaviors; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2011.

3. Transitway Impacts Research Program - Presentation

[The presentation is on file with the RCRRA office]

Jan Lucke, Manager of Research Administration, Center for Transportation Studies, said the Transitway Impacts Research Program (TIRP), founded in 2006, is a collaborative effort of a large number of state, regional, local, and national partners to investigate the economic, social, environmental and health impacts of transitway corridors. They hope to serve as a national model of inter-jurisdictional collaboration between government and academia. TIRP tries to maximize benefits to local partners by leveraging partnerships to support large-scale studies. Local sponsors have provided \$800,000 for TIRP activities since 2006, and this past year TIRP was able to leverage that funding to attract an additional \$400,000 in funding from federal and foundation sources.

Ms. Lucke said the remainder of the presentation would be given by Yingling Fan, Assistant Professor of the Humphrey Institute of Public Affairs of the University of Minnesota, who is an investigator on one of their active projects. She said Ms. Fan will provide a sneak peek of their study's preliminary results related to the Central Corridor.

Yingling Fan introduced herself and said she would present the findings of her research for Assessing Neighborhood and Social Impacts of Transitways. Last summer, they conducted a survey of residents along the Central Corridor in the neighborhoods of Prospect Park, Hamline-Midway, Thomas-Dale, and Summit-University; they randomly recruited about 50 respondents in each neighborhood to participate in the study. In this survey, the participants were directly asked for their perception of the effects and impacts of the Central Corridor Light Rail Transit (CCLRT) Project on their neighborhood. Key questions included whether their neighborhood has become a better or worse place to live and what effects the CCLRT project has had on their neighborhood over the past five years; whether they feel their neighborhood will become a better or worse place to live and how the CCLRT project will affect their neighborhood in the next five years. The overall results showed that people are more positive about transitway-related neighborhood change

than overall neighborhood change, regardless of the past or future. Results also showed that there is a racial divide in perceptions; White-Black perception differences were not significant, but White-Asian perception differences were striking and significant.

Commissioner Rettman asked if the participants of each neighborhood were actual residents of the area or if they included business owners and/or groups who may not actually live in the area. She also asked if there were striking differences in responses between each of the neighborhoods and if that information would be available in the final report.

Ms. Fan said all the responses were from people who physically live in the area and the survey was an exclusive door-to-door survey of residents. She said the responses were different between each area and this data will be included in the final report.

Ms. Fan said they also included visual preference questions to find out the participants' preferences of different residence and business development types, and the findings were both expected and surprising. The most popular development is low-density residential yet high-density business. It was also observed that with the racial divide, minorities have more tolerance for high-density residential development; whites have stronger dislike toward auto-oriented business development; minorities like both auto-oriented and high-density mixed-use business development.

Commissioner Carter asked if there were any conclusions to which minority populations preferred the different residential types.

Ms. Fan said they have not yet completed that analysis but they do have that data and could definitely look into those conclusions.

Chair McDonough commented that while the high-density residence types are not preferred, he wondered if it would make it more attractive to people when the amenities of retail and office are included in the same building. He said transit-oriented development livable communities focuses in on mixed-use high-density, and it may be helpful to understand if this combination makes it more preferable.

Ms. Fan agreed and said the project could do a follow-up survey with the original participants to further define the responses. She noted that the most preferred residential type among all racial groups was the small apartment building verses a very high-density apartment building.

Ms. Fan discussed the final findings of their study. In addition to asking respondents for their overall opinion about the CCLRT project in their neighborhood, they asked to rate the expected change of 18 specific neighborhood qualities. Respondents showed concerns about negative changes in the following dimensions and consider these changes to be CCLRT-relevant: strong concern about street quietness, parking and traffic congestion; moderate concern about pedestrian safety, bus services and security. Respondents were finally asked what changes they wanted in their neighborhood in order for transit to be a better option for them, and it was found that opinions varied among neighborhoods. Ms Fan shared the key messages from their study's findings.

Commissioner Carter commented that an increase in property taxes has been a particular concern for the Rhondo Community, and asked if there was any research on the impact of transit on property taxes as it relates to property value.

Ms. Fan said the impact of transit on property value was studied for the Hiawatha Corridor, but there is no current study that directly addresses the impact of transit on property taxes.

Commissioner Rettman asked if the final report will look at whether Central Corridor will attract living-wage as opposed to low-wage jobs. She said Hiawatha seemed to focus on low-wage jobs. She said she is sensitive to this because the Thomas-Dale neighborhood has lost a lot of its population and it's a concern whether or not the people of that community will be able to remain there in the future.

Ms. Fan said TIRP has another ongoing project, "Enterprising Twin Cities Transitways: Regional Competitiveness and Social Equity in an Integrated Land Use and Transit Context" which is exploring jobs that are essential to our regional economy, those that are high-wage or living-wage jobs. She said with Hiawatha, they did focus on low-wage workers because they wanted to ensure that they examine the social equity issues associated with a transit corridor and they did not pay specific attention to medium or high-wage jobs. Therefore, Hiawatha LRT was about low-wage jobs and they do not know what the impact is on the other two types of jobs. With CCLRT, what they tried to accomplish through the research is to promote integration rather than displacement of workers.

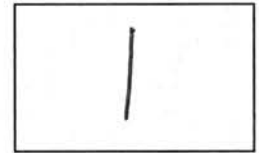
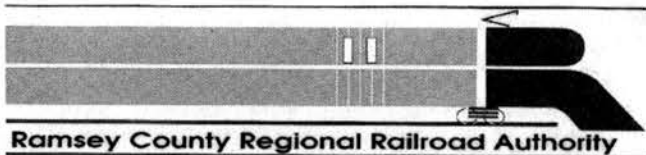
Chair McDonough thanked Professor Fan and Ms. Lucke for their presentation and work and said they look forward to seeing the final report. He said RCRRA is a financial committed partner.

CORRIDOR UPDATES

- Minnesota High Speed Rail (MNHSR)
Commissioner Rettman reported that Mn/DOT decided on the Empire Builder as the preferred route, which greatly benefits MNHSR. At the MNHSR Commission meeting, the Commission also received the East Metro Rail Capacity and Engineering Improvements Study update.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:20 AM.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **11/01/2011**

Regional Railroad Authority Meeting Date: _____

SUBJECT: Amended Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

EXECUTIVE SUMMARY

By laws of Minnesota, Ch. 93, Sec. 11, subd. 5, the Minnesota Legislature appropriated \$54.6 million to the Minnesota Department of Transportation (Mn/DOT), of which \$26 million was appropriated for Intercity Passenger Rail Projects for capital improvements. On December 6, 2010, Mn/DOT requested proposals from various political subdivisions of the state, including the Ramsey County Regional Railroad Authority (RCRRA), for grants to be funded from this appropriation. The RCRRA submitted a grant request for funds to assist in the Union Depot renovation project, and on or about December 16, 2010, was advised by the Mn/DOT that the RCRRA was eligible for a grant of \$9,767,500 for the project. RCRRA, using funds from other sources, awarded contracts to begin actual construction/demolition for the project on November 30, 2010, or prior to being notified by the Mn/DOT of the availability of the Mn/DOT Grant. Actual construction began on January 3, 2011.

On or about March 11, 2011, the RCRRA, by resolution R11-13, approved a General Obligation Bond Proceeds Grant Agreement – Construction Grant for the Union Depot Multi-Modal Transit Hub, State Project No. 091-595-028.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Authorize approval of an amended grant agreement for state bond funds from the Minnesota Department of Transportation for the Union Depot Project, in the amount of \$9,767,500.
2. Authorize the Chair to execute the amended grant agreement.
3. Authorize the County Manager to approve and execute any agreements, amendments, and change orders, related to the expenditure of these grant funds in accordance with County competitive solicitation policies and procedures in a form approved by the County Attorney's Office and within the limits of the grant funding.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

SUBJECT: Amended Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

(Executive Summary continued)

Subsequent to this approval, state staff became concerned that some of the proposed uses of the Depot, specifically proposed leases to private entities such as the Greyhound and other bus companies and Amtrak, would constitute private activity which under United States Internal Revenue Service rulings could jeopardize the tax exempt status of the state general obligation bonds issued to fund the grants.

When notified of this concern, RCRRA staff, Mn/DOT staff, representatives of the State Management and Budget Office (MMB), and the State's bond counsel, met to discuss ways in which the use of the Depot would not cause the bonds issued to lose their federal tax exempt status. This was of great concern to the RCRRA because its vision of the Depot included private use of the property for various purposes, such as ticket booths and loading platforms, and other uses/license, in addition to the Amtrak and bus company uses.

A number of options were discussed, and finally the state's bond counsel felt that based on the general discussion, and her understanding of the prospective "private use" of the Depot, certain amendments to the March 2011 Agreement would provide the necessary protection to permit the uses contemplated by the Union Depot vision without causing the bonds to lose their tax exempt status.

It should be noted that the Union Depot Head House (the Head House) is not part of the grant, and no bond money is or will be spent to fund its renovations. As a result, the bond grant provisions do not apply to the Head House.

The proposed amendments to the March 2011 agreement are, however, extensive enough that it was felt by the state that rather than create specific amendments to specific sections, it would be better to prepare an amended and restated agreement which will in effect replace the March 2011 agreement.

It is the opinion of the County Attorney's Office that these changes do not materially change the burden to the Union Depot property or the obligations of the RCRRA caused by use of state bond proceeds, and that the proposed uses of the property will not be precluded by the agreement. The amendments will, however, enable the bond proceeds to be used without jeopardizing the tax exempt status of the state bonds.

SUBJECT: Amended Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

ATTACHMENTS:

Amended and Restated Mn/DOT Grant Agreement Project No. 091-595-028 for the Union Depot Multi-Modal Transit Hub

PREVIOUS ACTION:

Resolution R11-13 approving the \$9,767,500 grant agreement with the Minnesota Department of Transportation for Union Depot

COUNTY MANAGER'S COMMENTS:

This amendment has been requested by the office of Minnesota Management and Budget to more closely reflect the future uses of the Union Depot. The agreement does not change RCRRA's responsibilities for the project.

SUBJECT: Amended Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

Regional Railroad Authority – Authorized Signature	Date
	10/27/11

Budgeting & Accounting – Authorized Signature	Date
	10/25/11

County Attorney – Authorized Signature	Date
	10/26/2011

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Amended Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority is developing the Union
2 Depot Multi-Modal Transit Hub to benefit the citizens of Ramsey County, the region and the state;
3 and
4

5 WHEREAS, The Minnesota Department of Transportation awarded a \$9,767,500 grant to
6 the Ramsey County Regional Railroad Authority for the project; and
7

8 WHEREAS, An Amended Grant Agreement has been negotiated with the Minnesota
9 Department of Transportation to provide the funding; Now, Therefore, Be It
10

11 RESOLVED, The Ramsey County Regional Railroad Authority authorizes approval of an
12 amended grant agreement for state bond funds from the Minnesota Department of Transportation
13 for the Union Depot Project, in the amount of \$9,767,500; And Be It Further
14

15 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
16 execute the amended grant agreement; And Be It Further
17

18 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County
19 Manager to approve and execute any agreements, amendments, and change orders, related to the
20 expenditure of these grant funds in accordance with County competitive solicitation policies and
21 procedures in a form approved by the County Attorney's Office and within the limits of the grant
22 funding; And Be It Further
23

24 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County
25 Manager to make all necessary budget adjustments including increasing estimated revenues and
26 appropriations.
27

**Amended and Restated
General Obligation Bond Proceeds
Grant Agreement - Construction Grant
for the
Union Depot Multi-Modal Transit Hub State
Project No. 091-595-028**

TABLE OF CONTENTS

ARTICLE I DEFINITIONS.....	1
Section 1.01 Defined Terms	1
ARTICLE II GRANT	3
Section 2.01 Grant of Monies	3
Section 2.02 Public Ownership.....	4
Section 2.03 Use of Grant Proceeds	4
Section 2.04 Completion; Operation of the Real Property and Facility.....	4
Section 2.05 Public Entity Representations and Warranties.....	5
Section 2.06 [Reserved].....	6
Section 2.07 Frustration of Governmental Program	6
Section 2.08 Failure to Repay Upon Frustration of Governmental Program	6
Section 2.09 Termination/Modification of Grant	6
Section 2.10 Excess Funds.....	7
ARTICLE III USE CONTRACTS	7
Section 3.01 General Provisions	7
Section 3.02 Initial Term and Renewal.....	8
Section 3.03 Reimbursement of Counterparty	8
ARTICLE IV SALE, TRANSFER, CONVEYANCE, LEASE.....	8
Section 4.01 Sale, Transfer, Conveyance, Lease	8
ARTICLE V PRESERVATION OF TAX-EXEMPT STATUS.....	9
Section 5.01 Preservation of Tax-Exempt Status of G.O. Bonds	9
ARTICLE VI DISBURSEMENT OF GRANT PROCEEDS	9
Section 6.01 The Advances	9
Section 6.02 Draw Requisitions.....	9
Section 6.03 Additional Funds.....	10
Section 6.04 Condition Precedent to Any Advance.....	10
Section 6.05 Construction Inspections.....	12
ARTICLE VII MISCELLANEOUS.....	12
Section 7.01 Insurance.....	12
Section 7.02 Condemnation.....	12
Section 7.03 Use, Maintenance, Repair and Alterations.....	12
Section 7.04 Records Keeping and Reporting	13
Section 7.05 Inspections by State Entity.....	13
Section 7.06 Data Practices	13
Section 7.07 Non-Discrimination	13
Section 7.08 Worker's Compensation	13
Section 7.09 [Reserved].....	13
Section 7.10 Review of Plans and Cost Estimates.....	13
Section 7.11 Prevailing Wages	15

Section 7.12	Liability.....	15
Section 7.13	Indemnification by the Public Entity	15
Section 7.14	Relationship of the Parties	15
Section 7.15	Notices	16
Section 7.16	Binding Effect and Assignment or Modification	16
Section 7.17	Waiver.....	16
Section 7.18	Entire Agreement	17
Section 7.19	Choice of Law and Venue.....	17
Section 7.20	Severability	17
Section 7.21	Time of Essence.....	17
Section 7.22	Counterparts.....	17
Section 7.23	Matching Funds	17
Section 7.24	Source and Use of Funds	17
Section 7.25	Project Completion Schedule.....	18
Section 7.26	Third-Party Beneficiary	18
Section 7.27	Public Entity Tasks	18
Section 7.28	State Entity and Commissioner Required Acts and Approvals.....	18
Section 7.29	E-Verification	18
Section 7.30		Error! Bookmark not defined.

Attachment I – LEGAL DESCRIPTION OF REAL PROPERTY

Attachment II – SOURCE AND USE OF FUNDS

Attachment III – PROJECT COMPLETION SCHEDULE

**Amended and Restated
General Obligation Bond Proceeds
Grant Agreement - Construction Grant
for the Union Depot Multimodal Transit Facility – Phase 1 SP 91-595-28
Project**

THIS AGREEMENT dated as of _____, 2011, between the Ramsey County Regional Rail Authority (RCRRA), a Local Government Unit (the "Public Entity"), and the Minnesota Department of Transportation (the "State Entity"), amends and restates that certain General Obligation Bond Proceeds Grant Agreement – Construction Grant for the Union Depot Multimodal Transit Facility dated as of March 14, 2011, between the Public Entity and the State Entity.

RECITALS

A. Under the provisions contained in Minnesota Statutes, Section 174.03, subdivision 1b., the State Entity has been given the authority to implement capital improvements and betterments for intercity passenger rail projects as identified in the statewide freight and passenger rail plan under Minnesota Statutes, Section 174.03, subdivision 1b, which are determined to be eligible for USDOT funding; and

B. Under the provisions contained in Laws of Minnesota 2009, Chapter 93, Section 11, subdivision 5 (the "G.O. Bonding Legislation"), the State of Minnesota has allocated \$9,767,000 (the "Grant"), which is to be given to the Public Entity as a grant to assist it in the capital improvements and betterments in "Bid Package 1" – Demolition – Site, Traindeck (Select MEP, Concrete, Misc.), Earthwork, Abatement & Environmental Cleanup and Piles as authorized by such legislation; and

C. Under the provisions contained in Minnesota Statutes, Chapter 398A, the Public Entity has been given the authority to provide a means whereby one or more municipalities, with state and federal aids as may be available, may provide for the preservation and improvement of local rail service for agriculture, industry, or passenger traffic and provide for the preservation of abandoned rail right-of-way for future transportation uses, when determined to be practicable and necessary for the public welfare, particularly in the case of abandonment of local rail lines (the "Governmental Program"); and

D. The monies allocated to fund the grant to the Public Entity are proceeds of state general obligation bonds authorized to be issued under Article XI, Section 5(a), of the Minnesota Constitution; and

E. The Public Entity's receipt and use of the Grant to acquire an ownership interest in and/or improve real property (the "Real Property") and, if applicable, structures situated thereon (the "Facility") will cause the Public Entity's ownership interest in all of such real property and structures to become "state bond financed property", as such term is used in Minnesota Statutes, Section 16A.695 (the "G.O. Compliance Legislation"), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

F. The Public Entity and the State Entity desire to set forth herein the provisions relating to the Grant to the Public Entity and the operation of the Project by the Public Entity.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

**Article I
DEFINITIONS**

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Advance(s)" - means an advance of the Grant made or to be made by the State Entity to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

"Agreement" - means this Amended and Restated General Obligation Bond Proceeds Grant Agreement - Construction Grant for the Union Depot Multi-Modal Transit Hub State Project No. 091-595-028 Project, as such exists on its original date and any amendments, modifications or restatements thereof.

"Architect" - means Jason McKane, LEED AP - Mortenson Construction, which will administer the Construction Contract Documents on behalf of the Public Entity.

"Code" - means the Internal Revenue Code of 1986, as amended from time to time, and all Treasury Regulations, Revenue Procedures and Revenue Rulings issued pursuant thereto.

"Commissioner" - means the commissioner of the Minnesota Department of Management and Budget, and any designated representatives thereof.

"Completion Date" - means December 31, 2012, the date of projected completion of the Project.

"Contractor" - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

"Construction Contract Documents" - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Construction Items" - means the work to be performed under the Construction Contract Documents.

"Counterparty" - means any entity with which the Public Entity contracts under a Use Contract.

"Declaration" means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to the State Entity when an Advance is requested, as referred to in Section 6.02.

"Facility" - means the St. Paul Union Depot Transit Hub, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Grant. The Facility shall not be deemed to include the Union Depot Head House.

"G.O. Bonding Legislation" - means the legislation delineated in Recital B hereinabove.

"G.O. Bonds" - means that portion of the state general obligation bonds issued under the authority granted in Article XI, Section 5(a), of the Minnesota Constitution, the proceeds of which are used to fund the Grant and any bonds issued to refund or replace such bonds.

"G.O. Compliance Legislation" means Minnesota Statutes, Section 16A.695, as such may subsequently be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

"Governmental Program" - means the operation of the Real Property and Facility for the purpose specified and identified in Recital C of this Agreement as the Governmental Program.

"Grant" - means a grant of monies from the State Entity to the Public Entity in the amount identified as the "Grant" in Recital B to this Agreement, as the amount thereof may be modified under the provisions contained in Section 6.01.

"Initial Acquisition and Betterment Costs" - means the cost to acquire the Public Entity's ownership interest in the Real Property and Facility, if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and Facility; provided, however, the Commissioner is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

"Inspecting Engineer" - means the State Entity's construction inspector, or its designated consulting engineer.

"Ownership Value" - means the value of the Public Entity's ownership interest, if any, in the Real Property and Facility that existed concurrent with the Public Entity's execution of the General Obligation Bond Proceeds Grant Agreement - Construction Grant for the Union Depot Multimodal Transit Facility dated as of March 14, 2011. The parties hereto agree and acknowledge that such value is \$ 54,400,000 (Market Value).

"Project" - means the Public Entity's acquisition, if applicable, of the ownership interests in the Real Property and Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03 herein.

"Public Entity" - means the entity identified as the "Public Entity" in the lead-in paragraph of this Agreement.

"Real Property" - means the real property located in the County of Ramsey, State of Minnesota, legally described in **Attachment II** to this Agreement.

"State Entity" - means the entity identified as the "State Entity" in the lead-in paragraph of this Agreement.

"Use Contract" - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property or Facility.

"Useful Life of the Real Property and Facility" - means (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments delineated in **Attachment III** attached hereto for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner in the event of frustration of the public purpose, which public purpose is the operation of the Governmental Program.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Grant is being funded with the proceeds of G.O. Bonds and, as a result thereof, all of the Real Property and Facility must be owned by one or more public entities. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, fee simple ownership in the Real Property and Facility, and, in addition, that it possesses, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and Facility in the manner specified in Section 2.04. The Public Entity hereby covenants that it will maintain fee simple ownership in the Real Property and Facility for the Useful Life of the Real Property and Facility, as further provided in Article IV hereof.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the Improvement of the Real Property and renovation of the Facility, and may not use the Grant for any other purpose.

Section 2.04 **Completion; Operation of the Real Property and Facility.** The Public Entity agrees to complete, or cause to be completed, the Project by the Completion Date.

The Real Property and Facility must be used by the Public Entity or the Public Entity must cause such Real Property and Facility to be used for the operation of the Governmental Program or for such other use as the Minnesota Legislature may from time to time designate, and for no other purposes or uses, for the Useful Life of the Real Property and Facility.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and Facility.

The Public Entity must, whether it is operating the Real Property and Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and Facility, annually determine that the Real Property and Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner certified copies of such resolution and budget.

Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to, the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration and all other documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Grant for the purpose or purposes described in Recital B of this Agreement.

C. It has legal authority to operate the Governmental Program.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation and the G.O. Bonding Legislation.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner relating to the Grant or the disbursement of any portion of the Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, State, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and Facility or cause the Real Property and Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, State, or local political subdivisions having jurisdiction over the Real Property and Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. The Useful Life of the Real Property and Facility is not reasonably expected to be less than __ years.

R. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Grant to complete and fully pay for the Project.

S. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with the Facility will be situated entirely on the Real Property.

T. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

U. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Budget Coordinator) that contains all of the recording information.

V. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner.

W. Its ownership interest in the Real Property and Facility is, or when acquired will be, "state bond financed property," as such term is used in the G.O. Compliance Legislation .

Section 2.06 [Reserved].

Section 2.07 **Frustration of Governmental Program.** Should the carrying out of the Governmental Program for which the State Entity is making the Grant not occur or be discontinued, the Public Entity shall give notice to the State Entity or, if the State Entity becomes aware of such occurrence or discontinuance without notification from the Public Entity, the State Entity may give notice to the Public Entity. Upon any such notice, within 30 days the Public Entity shall notify the State Entity what efforts the Public Entity is making to restore the Governmental Program. If, after no less than 30 additional days, the State Entity determines that the Public Entity's actions are not reasonable, timely or likely to succeed, the Public Entity agrees to repay to the State Entity an amount equal to the total amount of Advances made under this Agreement. In no event shall the State Entity receive repayments from the Public Entity under this Section 2.07 that exceed the aggregate amount of the Advances made to the Public Entity hereunder. This provision shall not, in any way, affect the Public Entity's obligation to maintain fee simple ownership in the Real Property and Facility for the Useful Life of the Real Property and Facility.

Section 2.08 **Failure to Repay Upon Frustration of Governmental Program.** If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 **Termination/Modification of Grant.** If the Project is not started on or before the date that is 5 years from the effective date of the General Obligation Bond Proceeds Grant Agreement – Construction

Grant for the Union Depot Multimodal Transit Facility dated as of March 14, 2011 or all of the Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Grant shall terminate. In such event, (i) if none of the Grant has been disbursed by such dates then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Grant has been disbursed by such dates, then the State Entity shall have no further obligation to provide any additional funding for the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

Section 2.10 **Excess Funds.** If the full amount of the Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

A. The purpose for which it was entered into must be to operate the Governmental Program in the Real Property and Facility.

B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the Governmental Program and must describe such program.

D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the Governmental Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the Governmental Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and Facility that is the subject of the Use Contract to operate the Governmental Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the Governmental Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the Governmental Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs; provided, however, that in no event may it require the Counterparty to pay more than the costs of operation and maintenance of that portion of the Real Property and Facility that is the subject of the Use Contract.

H. It must be approved, in writing, by the State Entity and the Commissioner, and any Use Contract that is not approved, in writing, by the State Entity and the Commissioner shall be null and void and of no force or effect.

I. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner, take such actions and furnish such documents to the Commissioner as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

J. If the amount of the Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minnesota Statutes, Section 116L.66, that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the term of the Use Contract.

K. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Agreement beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Agreement to expire at the end of its original term and thereafter directly operate the Governmental Program in the Real Property and Facility or contract with some other entity to operate the Governmental Program in the Real Property and Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed 50% of the Useful Life of the Real Property and Facility for the portion of the Real Property and Facility that is the subject of the Use Contract.

A Use Contract may allow for renewals beyond its initial term on the conditions that (i) the term of any renewal may not exceed the initial term, (ii) the Public Entity must make a determination that renewal will continue to carry out the Governmental Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (iii) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (iv) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may (but need not) contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Article IV

SALE, TRANSFER, CONVEYANCE, LEASE

Section 4.01 Sale, Transfer, Conveyance, Lease. The Public Entity shall not sell, transfer, convey, lease or otherwise dispose of its interest in all or part of the Real Property and Facility for the Useful Life of the Real Property and Facility, with the exception of a Use Contract as expressly provided in Article III hereof. The sale of the Real Property and Facility is otherwise governed by the G.O. Compliance Legislation.

Article V
PRESERVATION OF TAX-EXEMPT STATUS

Section 5.01 Preservation of Tax-Exempt Status of G.O. Bonds. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees to assist the Commissioner in complying with applicable federal tax laws, rules and regulations by timely informing the State Entity and the Commissioner of possible compliance issues and by cooperating to help assure federal tax compliance. If it is determined by the Commissioner, the State's bond counsel, or a court of governmental regulatory or administrative body of competent jurisdiction that any action or omission by the Public Entity or Counterparty or any term of this Agreement or Use Agreement is noncompliant or creates a significant risk of noncompliance with applicable federal tax laws, rules or regulations, the Public Entity shall take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that interest to be paid on the G.O. Bonds is exempt from federal taxation, which may include negotiating in good faith to modify or remove any term of this Agreement or any Use Agreement or complying with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code.

Article VI
DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 The Advances. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the Grant. If the amount of Grant that the State Entity cumulatively disburses hereunder to the Public Entity is less than the amount of the Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Grant to the amount actually disbursed.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in **Attachment II** to this Agreement, (ii) accrued no earlier than the effective date of the G.O. Bonding Legislation, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

Cumulative Advances $\leq$ (Grant) x (percentage of matching funds, if any, required under Section 7.23 that have been disbursed)

Formula #2

Cumulative Advances $\leq$ (Grant) x (percentage of Project completed)

Section 6.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the Grant, which shall be no more often than once each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by the State Entity unless the Public Entity shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the State Entity; (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Public Entity.

Section 6.03 Additional Funds. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the State Entity may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 6.04 Condition Precedent to Any Advance. The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the Grant delineated in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and Facility to be operated in the manner specified in Section 2.04.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minnesota Statutes, Section 16B.335, that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that; (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair of the Minnesota House of Representatives Capital Investment Committee has, if required, been notified pursuant to Section 7.10.G.

N. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.

O. No determination shall have been made by the State Entity that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.

P. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 6.05 Construction Inspections. The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VII MISCELLANEOUS

Section 7.01 Insurance. The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity or by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either; (i) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (ii) use the insurance proceeds to promptly repay to the State Entity all Advances to the Public Entity made hereunder.

Section 7.02 Condemnation. If all or any portion of the Real Property and Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either; (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) use the condemnation proceeds to promptly repay to the State Entity all Advances to the Public Entity made hereunder.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and Facility in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefore, and (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or Facility, or any part thereof, or requiring any alterations or improvements thereto.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner, (a) permit or suffer the use of any of the Real Property or Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property

or Facility by increasing the value thereof or improving its ability to be used to operate the Governmental Program thereon or therein, (c) abandon the Real Property or Facility, (d) commit or permit any waste or deterioration of the Real Property or Facility, (e) remove any fixtures or personal property from the Real Property or Facility that was paid for with the proceeds of the Grant, except such portions thereof that may be disposed of in the ordinary course because of normal wear and tear, obsolescence, or depreciation, or (f) commit, suffer or permit any act to be done in or upon the Real Property or Facility, in violation of any law, ordinance or regulation.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and Facility needed to comply with the requirements contained in this Agreement and the Code as applicable to the G.O. Bonds, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State, or the State Auditor, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and Facility to allow the State Entity to inspect the Real Property and Facility to ensure use in accordance with the Governmental Program.

Section 7.06 Data Practices. The Public Entity agrees, with respect to any data that it possesses regarding the Grant, the Project, or the operation of the Real Property and Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minnesota Statutes, Section 176.181, subdivision 2, and Section 176.182 that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and Facility.

Section 7.09 [Reserved].

Section 7.10 Review of Plans and Cost Estimates. The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minnesota Statutes, Section 16B.335, that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity and the State Entity agree to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minnesota Statutes, Section 16B.335, that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair of the Minnesota House of Representatives Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minnesota Statutes, Sections 216C.19 to 216C.20, that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, rails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State has entered into an assistance agreement under Minnesota Statutes, Section 457A.04, that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, ice arenas, local government projects with a

construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minnesota Statutes, Section 177.41 through 177.435, that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time with respect to the Project and the operation of the Governmental Program on or in the Real Property and Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the Governmental Program on or in the Real Property and Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner is governed by the provisions contained in Minnesota Statutes, Section 3.736, that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. If the Public Entity is a "municipality" as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys' fees), and damage in connection with the Project and operation of the Real Property and Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner, and the State, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner, and the State, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner, or the State, or others (including loss of use) from any cause whatsoever; arising out of, incidental to, or in connection with the Project or operation of the Real Property and Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner, or the State, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of either the State Entity, the Commissioner, or the State in the performance of this Agreement, the Project, or operation of the Real Property and Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and Facility shall not have any contractual relationship with either the State Entity, the Commissioner, or the State and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of

the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of either the State Entity, the Commissioner, or the State. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from either the State Entity, the Commissioner, or the State, including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

Ramsey County Regional Rail Authority
RCGC West, Suite 6560
50 West Kellogg Blvd.
St. Paul, MN 55102
Attention: Timothy A. Mayasich

To the State Entity at:

Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Lynnette Roshell, Agreements & Special Program Engineer

With a copy to the Commissioner at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 Binding Effect and Assignment or Modification. This Agreement shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 Waiver. Neither the failure by the Public Entity, the State Entity, or the Commissioner, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Public Entity, the State Entity, or the Commissioner, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State District Court located in the City of St. Paul, County of Ramsey, Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity is not required to obtain or supply any matching funds for the Project.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner that **Attachment III** to this Agreement is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Grant, identifying the source and amount of such funds.
- (ii) Matching funds, if any, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner may request to support or explain any of the information contained in **Attachment II** to this Agreement.

The value of the Public Entity's ownership interest in the Real Property and Facility should only be shown in **Attachment II** to this Agreement if such ownership interest is being acquired and paid for with funds shown in such **Attachment II**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment II**.

The funds shown in **Attachment II** and to be supplied for the Project may, subject to any limitations contained in the G.O. Bonding Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 **Project Completion Schedule.** The Public Entity represents to the State Entity and the Commissioner that **Attachment III** to this Agreement correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.28 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.29 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Governor's Executive Order 08-01 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order and impose a similar requirement in any Use Agreement to which it is a party.

[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the Union Depot Multi-Modal Transit Hub State Project No. 091-595-028 Project on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

By: _____

Title: _____

Date: _____

ATTESTED

By: _____

Title: _____

Date: _____

As to form and execution:

By: _____

Assistant City Attorney

Date: _____

STATE ENTITY:

By: _____

Title: Director, Office of Aeronautics

Date: _____, 2011

As to form and execution – Mn/DOT Contract Management

By: _____

Date: _____

Attachment I to Grant Agreement

LEGAL DESCRIPTION OF REAL PROPERTY

State of Minnesota
General Obligation Bond Financed
DECLARATION

The undersigned has the following interest in the real property located in the County of Ramsey, State of Minnesota that is legally described in Exhibit A attached and all facilities situated thereon (collectively referred to as the "Restricted Property"):

(Check the appropriate box.)

☒

a fee simple title,

☐

a lease, or

☐

an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and

B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that General Obligation Bond Proceeds Grant Agreement Construction Grant for the Union Depot Multi-Modal Transit Hub State Project No. 091-595-028 Project between the Minnesota Department of Transportation and Ramsey County Regional Rail Authority, dated _____, 2011 (the "G.O. Grant Agreement").

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for as long as the G.O. Grant Agreement is in force and effect; at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of Transportation and the Commissioner of Minnesota of Management and Budget, or their successors, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota of Management and Budget, or its successor.

RAMSEY COUNTY REGIONAL RAIL
AUTHORITY, a regional rail authority

By: _____
Timothy A. Mayasich
Its: Director

Dated: _____

By: _____

Title: _____

Its: _____

Dated: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by
Timothy A. Mayasich, Director, and _____, _____, of the Ramsey County Regional
Rail Authority, a regional rail authority.

Notary Public

Attachment II to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT

SOURCES OF FUNDS:		USES OF FUNDS:	
<u>Identify Source of Funds</u>	<u>Amount</u>	<u>Identify Items</u>	<u>Amount</u>
State G.O. Funds		Items Paid for with	
G.O. Grant	\$9,767,500	G.O. Grant Funds:	
Subtotal	\$9,767,500		
Other State Funds		Demolition	\$1,336,574
		Earthwork/Piles	\$4,458,880
		Abatement	\$2,161,032
		Conc Rest. & Pile Caps	\$ 762,653
Subtotal		Selective Demolition	\$ 874,696
		Site Services	\$ 173,665
Matching Funds		Subtotal	\$9,767,500
Subtotal		Items Paid for with	
		Non-G.O. Grant Funds:	
Other Public Entity Funds			
RCRRA funds	\$12,258,729	Demolition	\$ 330,896
		Earthwork/Piles	\$4,304,439
Subtotal	\$12,258,729	Abatement	\$ 317,610
		Conc Rest & Pile Caps	\$5,557,401
Loans		Selective Demolition	\$ 255,423
		Site Services	\$1,492,962
		Subtotal	\$12,258,729
Subtotal			
Other Funds			
Subtotal			
Prepaid Project Expenses			
Subtotal			
TOTAL FUNDS	\$22,026,229	TOTAL PROJECT	\$22,026,229

Attachment III to Grant Agreement
PROJECT COMPLETION SCHEDULE

Abatement & Environmental Cleanup completion date – July 22, 2011

Selective Demolition completion date – Aug. 15, 2011

Piles completion date – Nov. 3, 2011

Pile caps completion date – Nov. 10, 2011

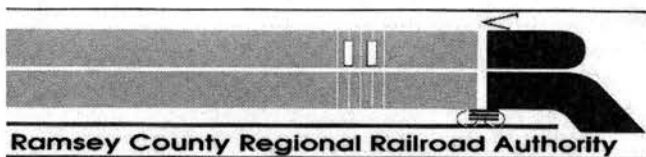
Conc. Rest. completion date – Nov. 29, 2011

Demolition – Site, Traindeck completion date – Feb. 1, 2012

Earthwork completion date – Sept. 30, 2012

Site Services completion date – Layout Temporary Protection – Dec. 30, 2012

Expected project completion date – Dec. 31, 2012



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: **11/01/2011**

SUBJECT: Regional Transitways Guidelines - Presentation

EXECUTIVE SUMMARY:

In early 2010, the Metropolitan Council initiated an effort to create and adopt Regional Transitway Guidelines (Guidelines). These Guidelines would guide the development of transitway corridors identified in the region's 2030 Transportation Policy Plan (TPP).

The Guidelines will establish best practices in the region for ten transitway elements including vehicles, fare collection systems, stations, branding, and public facilities. The Guidelines are not intended to serve as design standards or specifications, rather they are to establish consistent general practices that lay a foundation on which a transitway's local sponsor(s) can build. The Guidelines are expected to evolve over time as the region's experience with transitways continues to grow.

The Guidelines will apply to transitways included in subsequent policy plans, independent of lead agency or phase of project development.

The Guidelines have been developed with the help of an Advisory Committee and ten technical committees. Membership to these bodies has been drawn from the following organizations:

- Transportation Advisory Board (TAB)
- Minnesota Department of Transportation (Mn/DOT)
- Minnesota Management & Budget (MMB)
- University of Minnesota

(The Executive Summary is continued on the following page)

ACTION REQUESTED:

None. For information and discussion only.

1

SUBJECT: Regional Transitways Guidelines – Presentation

(Executive Summary continued from previous page)

- Counties Transit Improvement Board (CTIB)
- Counties served by transitways identified for investment in the TPP (Ramsey, Hennepin, Washington, Dakota, Anoka)
- Suburban Transit Association (STA) (serving areas with transitways identified for investment in the TPP, including MVTA, SouthWest and Maple Grove)
- Cities served by transitways identified for investment in the TPP (Blaine, Bloomington, Brooklyn Park, Columbus, Lakeville, Minneapolis, St. Louis Park, St. Paul and Woodbury)
- Metropolitan Council
- Metro Transit

The Advisory Committee has reviewed and approved draft Guidelines for consideration by the Metropolitan Council. The Guidelines are now available for public review and comment. Following the public comment period, the Council will review and consider the Guidelines for adoption as a standalone document separate from the Transportation Policy Plan.

Cole Hiniker, Transportation Planner with the Metropolitan Council, will provide an informational update on the Regional Transitways Guidelines.

Staff is currently preparing comments on the Regional Transitways Guidelines that will be brought to the RCRRA Board on November 8, 2011.

SUBJECT: Regional Transitways Guidelines - Presentation

ATTACHMENTS:

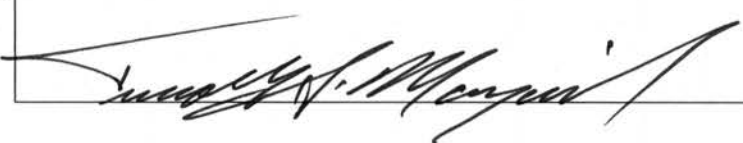
1. Regional Transitways Guidelines Handout
2. Regional Transitways Guidelines Participants
3. Regional Transitways Guidelines Public Meetings
4. Regional Transitways Guidelines PowerPoint Presentation

PREVIOUS ACTION:

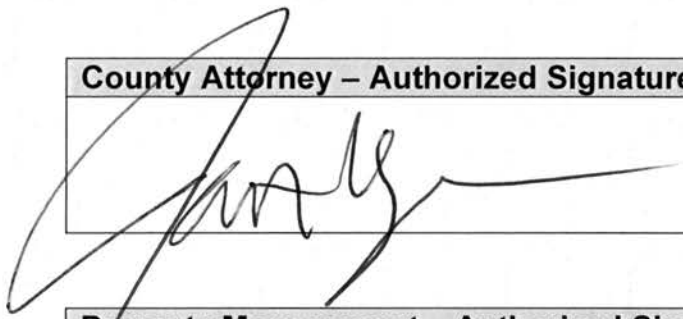
COUNTY MANAGER'S COMMENTS:

The establishment of regional transitways guidelines will take advantage of the significant amount of knowledge that the region has gained through the development of the Hiawatha, Northstar, Central, and Cedar Avenue transitways. Combining this knowledge into one source will give the local sponsors of future transitways a significant advantage as it offers them guidance on the region's best practices in transitway development.

SUBJECT: Regional Transitways Guidelines - Presentation

Regional Railroad Authority – Authorized Signature	Date
	10/27/11

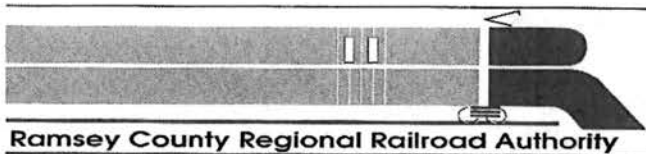
Budgeting & Accounting – Authorized Signature	Date
	10/25/11

County Attorney – Authorized Signature	Date
	10/26/2011

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 11/01/2011

SUBJECT: Regional Transitways Guidelines - Presentation

EXECUTIVE SUMMARY:

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SUBJECT: Regional Transitways Guidelines – Presentation

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PREVIOUS ACTION:

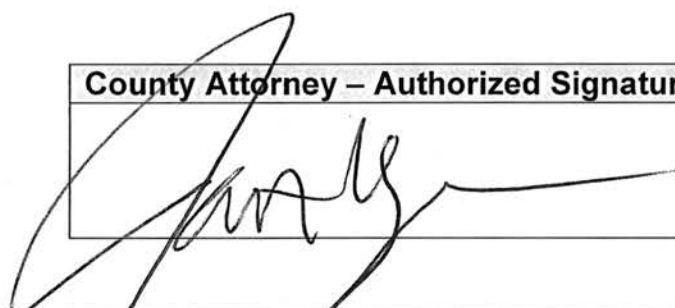
COUNTY MANAGER'S COMMENTS:

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SUBJECT: Regional Transitways Guidelines - Presentation

Regional Railroad Authority – Authorized Signature	Date
	10/27/11

Budgeting & Accounting – Authorized Signature	Date
	10/25/11

County Attorney – Authorized Signature	Date
	10/26/2011

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Regional Transitway Guidelines

The Metropolitan Council is leading an effort to create and adopt Regional Transitway Guidelines for the development of corridors where intensive transit investment is planned, as identified in the region's 2030 Transportation Policy Plan (TPP). The guidelines will provide guidance for developing transitways in corridors that will be served by commuter rail, light-rail and bus-rapid transit.

About the Guidelines

The region's long-range Transportation Policy Plan includes a map of the transitways planned in the Twin Cities region. A transitway is a heavily traveled transportation corridor that offers bus or rail service, with either a dedicated runningway (such as rail or a bus lane) or a transit advantage (such as signal priority or transit-only entrances).

Transitways facilitate fast, convenient and reliable transit service.

Examples in the Twin Cities include Hiawatha LRT, Northstar Commuter Rail and express buses supported by the MnPASS High-Occupancy Toll (HOT) lanes transit advantage on I-394. Transitways under development include Central Corridor light-rail transit (LRT), bus-rapid transit (BRT) on the Cedar Avenue and I-35W South corridors, and LRT on the Southwest Corridor between Minneapolis and Eden Prairie.

The guidelines are already providing important direction for the projects in development, which will be operational within the next few years.

Included in the guidelines are the following modes: Commuter Rail, Light Rail, Highway Bus-Rapid Transit, and Arterial BRT – these are identified in the 2030 Transportation Policy Plan. Future guidelines for additional modes, such as express bus, dedicated busway BRT, or streetcars may be developed in the future.

Committees Created Guidelines

Ten technical committees met beginning in early 2010 and the Advisory Committee drafted guidelines for the



The Guidelines will achieve the following goals:

- Establish technical best practices for transitway elements in the region, including fare collection systems, stations, public facilities and vehicles.
- Provide consistent practices for project partners to use in developing transitways.
- Serve as foundation to build on as other transitways are developed.
- Better align transit, land use planning and principles of sustainable communities

For More Information

Visit:

<http://www.metrocouncil.org/planning/transportation/transitways/index.htm>

Contact:

- Cole Hiniker
Transportation Planner
651.602.1748
cole.hiniker@metc.state.mn.us
- Mary Karlsson
Senior Transportation Planner
651.602.1819
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following topics related to transitway development:

- Service operations
- Station spacing and siting
- Stations and support facilities
- Runningways (e.g. dedicated right-of-way, HOT and other managed lanes, bus shoulders, or mixed traffic)
- Vehicles
- Fare-collection systems
- Technology and customer information
- Identity and branding
- Project development, leadership, and oversight (including financial management)



Based in Best Practices

The technical guidelines are based in best practices for the development of corridors where intensive transit investments are planned. The Council has collaborated with partners in local government, Metro Transit and other transit providers, the Transportation Advisory Board (TAB), the Counties Transit Improvement Board (CTIB), the Minnesota Department of Transportation (MnDOT) and the University of Minnesota to develop the guidelines.

Consistent, yet Flexible

Regional transitway guidelines will ensure that transit corridors are developed in a consistent and equitable manner as the region's transit network continues to grow and expand, and provide a foundation for project partners who are planning and funding corridors in their communities. At the same time, guidelines will be flexible enough so that each transitway can boast its unique characteristics and opportunities, as well as address its unique challenges.



Transitway Guidelines Committee Participants

Advisory Committee

Members

Wendy Wulff, Chair	Metropolitan Council
Will Branning	Suburban Transit Assoc. (STA)
Dan Erhart (2010)	CTIB
Tim Henkel	MnDOT
Arlene McCarthy	Metropolitan Council
Jim McDonough	CTIB
Peter McLaughlin	CTIB
Nancy Schouweiler (2011)	CTIB
Lona Schreiber (2011)	Metropolitan Council
Kirstin Sersland Beach (2010)	Metropolitan Council
Russ Stark	TAB

Staff/Advisors

<i>Metropolitan Council Staff</i>	<i>Federal Agencies</i>
Cole Hiniker	Federal Transit Administration
Mary Karlsson	Federal Highway Administration

Fare Collection Systems

Members

Tom Randall, Chair	Metro Transit
Mike Abegg	Suburban Transit Assoc.
Nick Eull	Metro Transit
John Harper	Metropolitan Council
Richard Moore	Metro Transit
Schane Rudlang	City of Bloomington
Mark Schermerhorn	Anoka County
Pam Steffen	Metro Transit
Kristine Stehly	Metro Transit
Jamie Taylor	Commission of Deaf, Deaf-Blind and Hard of Hearing Minnesotans

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<i>Metropolitan Council Staff</i>	Charles Carlson
Mary Karlsson	Jan Homan
	Ed Petrie

Identity & Branding

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Bruce Howard, Chair	Metro Transit
Art Coulson	Ramsey County
Adam Harrington	Metro Transit
Vanessa Levingston	MnDOT
Elizabeth Mursko	City of Columbus
Don Pflaum	City of Minneapolis
Gail Plewacki	CTIB
Joe Scala	Hennepin County
Robin Selvig	STA
Amy Vennewitz	Metropolitan Council

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Bill Fellows, Minneapolis	Charles Decker
<i>Metro Transit Staff</i>	Sharon Feiner
Charles Carlson	<i>Metropolitan Council Staff</i>
Robin Cauffman	Cole Hiniker

Leadership & Oversight

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Arlene McCarthy, Chair	Metropolitan Council
Phil Eckhert	Hennepin County
Mark Krebsbach	CTIB
John Levin	Metro Transit
Tim Mayasich	TAC
Scott Peterson	MnDOT
Len Simich	Suburban Transit Assoc.

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Meg McMonigal, St. Louis Park	<i>Metropolitan Council Staff</i>
Beverley Miller, MVTA	Jonathan Ehrlich*
Mary Richardson, CTIB	Mark Filipi*
Steve Ruegg, PB*	Cole Hiniker
Steve Wilson, SRF*	Mary Karlsson
*Forecasting Sub-Committee	Amy Vennewitz

Project Funding

Members

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Mark Fuhrmann	Metro Transit
Kathy Kardell	Formerly State MMB
Wes Kooistra	Metropolitan Council
Mark Krebsbach	Dakota County
Dan Krom	MnDOT
Dave Lawless	Hennepin County
Beverley Miller	STA
Dave Olson	City of Lakeville
Ed Petrie	Metro Transit
Ted Schoenecker	Washington County

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Mary Richardson, CTIB	<i>Metro Transit Staff</i>
<i>Metropolitan Council Staff</i>	Pat Jones
Cole Hiniker	

Runningways

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Tom Thorstenson, Co-Chair	Metro Transit
Kristine Elwood	Dakota County
Kate Garwood	TAC
Lisa Johnson	Metro Transit
Pat Jones	Metro Transit
Jenifer Loritz	City of Minneapolis
Scott Pedersen	MnDOT
Julie Quinn	Metro Transit
Brent Rusco	Hennepin County

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Mary Karlsson	Bruce Fenlason
	Sheri Gingerich
	Chris Weyer

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John Levin, Co-Chair	Metro Transit
Mike Abegg	STA
Anna Flintoft	City of Minneapolis
Sheri Gingerich	Metro Transit
Adele Hall	Hennepin County
Lisa Johnson	Metro Transit
Allen Lovejoy	City of St. Paul
Mike Rogers	Ramsey County
Gerri Sutton	Metropolitan Council
Nick Thompson	MnDOT

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<i>Metropolitan Council Staff</i>	Dave Jacobson, SouthWest Transit
Cole Hiniker	Brian Kary, MnDOT
<i>Metro Transit Staff</i>	Mike Opatz, Maple Grove Transit
Adam Harrington	

Stations & Facilities

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Tom Thorstenson, Co-Chair	Metro Transit
Karin Berkholtz	City of Minneapolis
Andy Gitzlaff	Washington County
Adam Harrington	Metro Transit
Dave Jacobson	STA
David Jessup	City of Woodbury
Pat Jones	Metro Transit
Julie Quinn	Metro Transit
Mike Schadauer	MnDOT
Wayne Schafer	Metro Transit
Alicia Vap	Metro Transit

Staff/Advisors

Tom Bright, MVTA	<i>Metro Transit Staff</i>
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Steve Hay, Minneapolis	Mike Conlon
Jenifer Loritz, Minneapolis	Sheri Gingerich
Sam O'Connell, Dakota Co.	Gary Nyberg
Brent Rusco, Hennepin Co.	Tom Randall
	Chris Weyer
<i>Metropolitan Council Staff</i>	
Karen Lyons	
Mary Karlsson	

Overall Project Consultants

Charleen Zimmer, Project Director, ZAN Associates
Stephanie Eiler (Runningways, Stations & Facilities), CH2M

Station Spacing

Members

Adam Harrington, Chair	Metro Transit
Jack Corkle	Anoka County
Bryan Dodds	MnDOT
Andy Gitzlaff	Washington County
Joe Gladke	CTIB (Henn. Co.)
Todd Larson	City of Brooklyn Park
Shaun Morrell	STA
Christina Morrison	City of St. Paul

Staff/Advisors

Mike Rogers, Ramsey Co.	<i>Metro Transit Staff</i>
	Ed Byers
<i>Metropolitan Council Staff</i>	Charles Carlson
Mary Karlsson	Sheri Gingerich
Karen Lyons	John Humphrey

Technology & Customer Information

Members

Gary Nyberg, Chair	Metro Transit
Clark Arneson	City of Blaine
Max Donath	University of Minnesota
Bob Gibbons	Metro Transit
John Harper	Metropolitan Council
Brian Kary	MnDOT
John Levin	Metro Transit
Samantha Porter	STA
Kristi Sebastian	Dakota County
Don Sobania	City of Minneapolis
Kristine Stehly	Metro Transit
Ernie Zahradka	Metro Transit

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Rashmi Brewer, MnDOT	Bill Gustafson
Brian Schafer, Blaine	Jan Homan
<i>Metropolitan Council Staff</i>	John Howley
Cole Hiniker	Christine Kuennen
<i>Metro Transit Staff</i>	Chad LeVasseur
Charles Carlson	Tom Randall
Bruce Fenlason	

Vehicles

Members

Jan Homan, Chair	Metro Transit
Glenn Boden	STA
Steve LaFrance	SouthWest Transit
John Levin	Metro Transit
Meg McMonigal	City of St. Louis Park
Sam O'Connell	CTIB
Mike Opatz	Maple Grove Transit
Andy Streasick	Metropolitan Council
Gerri Sutton	Metropolitan Council

Staff/Advisors

Mike Abegg, STA	<i>Metropolitan Council Staff</i>
Paul Buharin, First Transit	Paul Colton
	John Harper
	Cole Hiniker

Attachment 3.

Draft Transitway Guidelines Public Meetings

The Metropolitan Council is planning public meetings with local transit development partners to provide additional information and receive feedback about the draft Regional Transitway Guidelines. Meetings are open to the public.

Date	Time	Location	Topics	Co-host
Tuesday, Oct. 18	10:30 a.m.	Sherburne County Government Center, Elk River	Presentation/Q&A	Sherburne County Board
Tuesday, Oct. 25	10 a.m. (approx.)	Washington County Government Center, 14949 – 62nd St. N., Stillwater, Board Room	Presentation/Q&A	Washington County Board/Regional Railroad Authority
Tuesday, Oct. 25	6:30 p.m.	Prior Lake City Hall, 4646 Dakota St. S.E., Council Chambers	Presentation/Q&A	Scott County Board/Regional Railroad Authority
Wednesday, Oct. 26	7:30 a.m.	Scott County Government Center, 200 – 4th Ave. W., Shakopee, County Board Room	Presentation/Q&A Discussion	Scott County Transit Review Board
Thursday, Oct. 27	4 p.m.	Cottage Grove City Hall, 7516 80th Street S.	Presentation/Q&A	Red Rock Corridor Commission
Thursday, Oct. 27	5 p.m. to 7 p.m.	Coon Rapids City Hall, 11155 Robinson Drive, Civic Center Room B	Open House (Presentation at 5:30)	Anoka County Regional Railroad Authority
Tuesday, Nov. 1	9:30 a.m. (approx)	Ramsey County Courthouse, 15 W. Kellogg Blvd., St. Paul, Board Room	Presentation/Q&A	Ramsey County Board/Regional Rail Authority
Tuesday, Nov. 8	9 a.m. (approx.)	Carver County Government Center, 600 E. 4th Street, Chaska, Board Room	Presentation/Q&A	Carver County Board/Regional Railroad Authority
Tuesday, Nov. 9	3 p.m. to 5 p.m.	LMC/Metro Cities Building, St. Croix Conference Room, 145 University Avenue, St. Paul	Open House (Presentation at 3:30)	Metro Cities
Thursday, Nov. 10	3:30 p.m.	Woodbury City Hall, 8301 Valley Creek Road	Presentation/Q&A	Gateway Corridor Commission
Tuesday, Nov. 15	10 a.m. (approx.)	Dakota County Government Center, 1590 Highway 55, Hastings, Board Room	Presentation/Q&A	Dakota County Board/Regional Rail Authority
Thursday, Nov. 17	3:30 p.m.	White Bear Lake City Hall, 4701 Highway 61	Presentation/Q&A	Rush Line Corridor Task Force

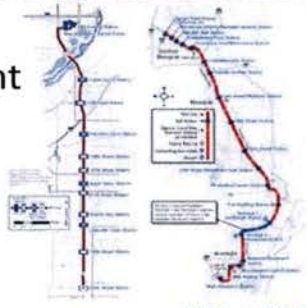
Summary of Draft Regional Transitway Guidelines

Ramsey County Board/Regional
Railroad Authority
November 1, 2011
Cole Hiniker



Need for Regional Transitway Guidelines

- Growing transitway system
- Multiple agencies involved in implementation
- Taking first steps to implement bus rapid transit (BRT)
- Better align transit, land use planning, and sustainable communities



Technical Guidelines Based in Best Practice

Light Rail



Hiawatha Line

Commuter Rail



Northstar Line

Arterial BRT



Kansas City MAX BRT Station

Tool for:
Planners
Engineers
Project managers
Consultants
Policy-makers

Ensure delivery of transitway system:
Equitable, efficient, effective, and customer-friendly
Integrated and consistent throughout the region

Highway BRT



Apple Valley Transit Station

Outreach Schedule

Date	Group
August 17	Transportation Advisory Board (TAB) Policy Committee
September 7	Transportation Accessibility Advisory Committee (TAAC)
September 12	Counties Transit Improvement Board (CTIB) Senior Staff
September 14	Metropolitan Council Adopted Draft Guidelines for Public Comment
September 30	Technical Workshop & Open House
October 5	TAB's Technical Advisory Committee (TAC)
October & November	Policy-Maker & Stakeholder Outreach Meetings
November 18	Comments Due on Draft Guidelines

Guidelines Organization

1. Introduction
2. Service Operations
3. Station Spacing and Siting
4. Stations and Support Facilities
5. Runningways
6. Vehicles
7. Fare-Collection Systems
8. Technology and Customer Information
9. Identity and Branding
10. Project Development, Leadership, and Oversight

5

Metropolitan Council

2. Service Operations Guidelines Purpose

- **Establish operational guidelines** comparable to existing standards for local and express bus
- **Frame expectations for service**
- **Ensure service aligns with travel demand** in a cost-effective way
- **Promote customer understanding of transit** through consistent service design

6

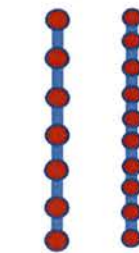
Metropolitan Council

12

2. Service Operations Guidelines

- **Definitions (2.1)**
 - Service and network design for each mode
- **Route Structure (2.2)**
 - Trunk and branches
 - Local tails discouraged
- **Service Coordination (2.3)**
 - Coordinate transfers between transitways
 - Coordinate transfers to/from other transit services

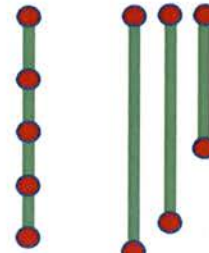
Arterial BRT



All-Day
Arterial
BRT
Station-
to-Station

Local
Bus

Highway BRT



All-Day
Highway BRT
Station-to-
Station

Peak Period
Highway BRT
Express

Metropolitan Council

7

2. Service Operations Guidelines

- **Service Scheduling (2.5 – 2.7)**
 - Minimum frequencies by mode, day, and time of day
 - Example: 10-minute peak and 15-minute midday for Arterial BRT
 - Minimum service spans by mode and day
 - Example: 16 hours/day, 7 days/week for Arterial BRT
 - Travel time relative to other modes
 - Example: Highway BRT no more than 35% slower than car



Metropolitan Council

8

13

2. Service Operations Guidelines

- **Productivity Thresholds (2.8)**
 - Minimum average passengers per in-service hour
 - Example: 70 passengers/hour for LRT
- **Loading Standards (2.9)**
 - Maximum passenger loading relative to seated capacity
 - Example: 125% peak-period loading for Arterial BRT
- **Market Areas (2.10)**
 - Matching transit service type to market demand

9

Metropolitan Council

3. Station Spacing and Siting Guidelines Purpose

- Establish criteria for identifying transitway station areas
- Establish criteria for identifying parcels on which to site transitway stations
- Balance community access with transit travel time competitiveness



10

Metropolitan Council

14

3. Station Spacing and Siting Guidelines

- **Station Market Analysis (3.1)**
 - Consistent analysis factors & methods
 - Regional Travel Demand Forecast Model (RTDFM)
 - Importance of land use assumptions going into RTDFM - reference Council's Guide for Transit-Oriented Development
 - Minimum projected daily boardings by mode (3.4)
 - Example: 50 daily boardings for Arterial BRT station

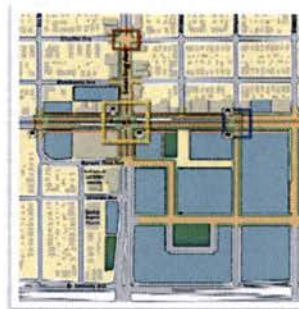


11

Metropolitan Council

3. Station Spacing and Siting Guidelines

- **Site Location Factors (3.2, 3.3)**
 - Transportation
 - Access to station
 - Impact on existing car, bike, pedestrian networks
 - Park-and-ride need
 - Land Use
 - Consider existing and planned land uses
 - Incorporate Corridors of Opportunity principles
 - Incorporate HUD Livability Principles



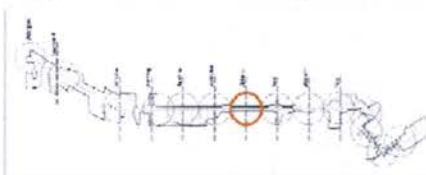
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Metropolitan Council

15

3. Station Spacing and Siting Guidelines

- **Station Spacing (3.5 -3.7)**
 - Average spacing for entire line by mode
 - Example: 1/4 to 1/2 mile spacing for Arterial BRT
 - Minimum spacing by mode
 - Example: 1/8 mile minimum spacing for Arterial BRT
 - Minimum distance between Central Business District & first station
- **Adding Stations (3.8, 3.9)**
 - Staged Development of Stations
 - Addition of New Stations



13

Metropolitan Council

4. Station and Support Facility Guidelines Purpose

- Facilitate development of **attractive, functional, and cost-effective transitway stations** that are **regionally consistent** (4.1)
- Designers are encouraged to:
 - Achieve an **attractive, informative environment** consistent with local community context & transitway identity
 - **Achieve functional integration** with surrounding context
 - Implement an **interdisciplinary approach** to station design



14

Metropolitan Council

16

4. Station and Support Facility Guidelines

- **Guiding Principles (4.1)**
- **Station Facilities (4.2, 4.3, 4.8, 4.9)**
 - Access for customers of all ages and abilities
 - Accessible by foot, wheelchair, bicycle, car, transit transfer (special attention to ped/bike, safety-security)
 - Enclosures when justified by passenger volume or local site conditions

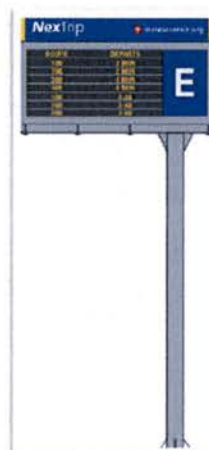


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Metropolitan Council

4. Station and Support Facility Guidelines

- **Station Sizing (4.4)**
 - Guided by peak passenger volume
 - Guidance on sheltered space, platform length, car and bike parking
- **Passenger Information at Stations (4.7)**
 - Consistent throughout region
 - Signage to accommodate new riders, riders with disabilities, non-English speakers & non-readers
 - Real-time information where possible and justified by passenger volume



16

Metropolitan Council

17

4. Station and Support Facility Guidelines

- **Station Design** (4.5, 4.6)

- Lighting, heating, security features
- Ticket vending where justified by mode and volume
- Art, landscaping and/or streetscaping to create quality public spaces
- Attractive, sustainable, and cost-effective materials
- Satisfy policies and regulations: ADA, NEPA, Civil Rights, FHWA/FRA/FTA, etc.



17

Metropolitan Council

4. Station and Support Facility Guidelines

- **Support Facilities** (4.10)

- Daily vehicle storage and cleaning, major vehicle maintenance, central system control, and runningway maintenance



- **Local Betterments** (4.11)

- Enhancements beyond base elements described likely considered local betterments that require local funding commitment for capital, operations, and maintenance
- Negotiate on a project-by-project basis

18

Metropolitan Council

18

5. Runningway Guidelines Purpose

- Define and describe **types** of runningways
- Identify **key issues** to be addressed during planning or design of runningways
- Promote **transitways' competitive, reliable travel times** while meeting corridor transportation needs



19

Metropolitan Council

6. Vehicles Guidelines Purpose

- Establish **key considerations** in vehicle development
- Primarily guidance on **BRT station-to-station** vehicles
 - But applies generally to all transitway vehicle types
- **Vehicles for BRT express not addressed**
 - Remain provider decisions



20

Metropolitan Council

7. Fare Collection Systems Guidelines

Purpose

- **Build understanding** of the region's fare collection system
- **Identify key factors** for decision-making in fare collection system proposals
- **Promote efficiency and effectiveness** while meeting fiduciary and regulatory requirements



Metropolitan Council

21

8. Technology and Customer Information Guidelines Purpose

- **Technology is broad and always evolving**; new technologies continually explored and introduced
- **Provide a process for exploring** technological solutions
- **Provide guidance on implementation** of existing technology
- **Set minimum expectations** for transitway technologies



Metropolitan Council

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9. Identity and Branding Guidelines

Purpose

- Identify branding and identity approach **based in best practices**
- Provide guidance on **distinguishing transitway services** from other services in the region
- Provide guidance on **implementing Station-to-Station Identity and Branding Framework**



Metropolitan Council

23

10. Project Development, Leadership, and Oversight Guidelines Purpose

- Promote **effective coordination** and **simple, efficient, and consistent organization** throughout project development
- Promote **clear decision-making process** at staff and policy levels
- Promote **shared understanding of roles and responsibilities** for lead agency and partners

Metropolitan Council

24

10. Project Development, Leadership, and Oversight Guidelines Purpose

(Continued)

- Promote **effective stakeholder and public involvement**
- Promote **best use of available resources**, including interests, skills, and resources, at all levels of government
- Promote **consistency in travel demand/ridership forecasting and reporting**
- Promote **quality outcomes**

25

Metropolitan Council

10. Project Development, Leadership, and Oversight Guidelines

- **Transitway Development Process (10.1)**
 - Must be in Transportation Policy Plan to use state or federal funds
 - Follow professional due diligence and requirements of likely funding partners
 - Evaluate alternatives using capital investment criteria (10.8)
- **Lead Agency Identification (10.3)**
 - Need clearly identified lead agency
 - Sometimes identified by statute for development phases after LPA selection



26

Metropolitan Council

22

10. Project Development, Leadership, and Oversight Guidelines

- **Lead Agency Responsibilities (10.2 - 10.4)**

- Responsible for oversight of entire project including financial management and agency and stakeholder coordination
- May delegate to other agencies using interagency agreements



- **Metropolitan Council Responsibilities (10.5 - 10.7)**

- Transitway operator selection
- Transit service planning
- Maintaining Regional Travel Demand Forecasting Model

27

Metropolitan Council

10. Project Development, Leadership, and Oversight Guidelines

- **Phased Development of Transitways (10.9)**

- Transitways can be built in phases over time
- Each phase should include minimum elements

- **Deviations From Guidelines (10.10)**

- Guidelines are best practices, not requirements
- Deviations from Guidelines trigger discussion with funding partners
- Lead agency initiates discussion and negotiations

28

Metropolitan Council

23

Final Project Deliverables

- Regional Transitway Guidelines
 - To be adopted by Metropolitan Council as a stand-alone document separate from the TPP
- Technical Support User Guides
 - Stations and Support Facilities
 - Runningways
 - Transitway Ridership Forecasting
- Transitway Guidelines Technical Report
 - Background and documentation of existing conditions, best practices

29

Metropolitan Council

To Review & Comment

- Draft Guidelines on project Web site:
<http://www.metrocouncil.org/planning/transportation/transitways/index.htm>
- **Write** the Regional Data Center at 390 Robert St. N., St. Paul, MN 55101
- **Email** the Regional Data Center at data.center@metc.state.mn.us
- **Record** a comment on the Public Comment Line at 651.602.1500 (TTY 651.291.0904)
- **Fax** the Regional Data Center at 651.602.1464
- *Comment cards available at events (sent to Metropolitan Council Data Center)*
- Comments forwarded for Metropolitan Council consideration

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Metropolitan Council

24

Questions? Please call us ...

Cole Hiniker	Mary Karlsson	Michelle Fure
Transportation Planner	Senior Transportation Planner	Outreach Coordinator
651.602.1748	651.602.1819	651.602.1545
cole.hiniker@metc.state.mn.us	mary.karlsson@metc.state.mn.us	michelle.fure@metc.state.mn.us

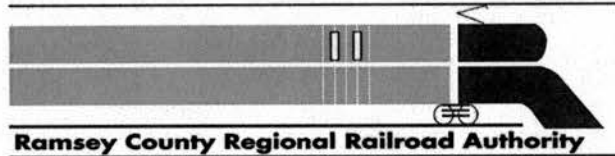
 Metropolitan Council

 Metropolitan Council

Summary of Draft Regional Transitway Guidelines

Ramsey County Board/Regional
Railroad Authority
November 1, 2011
Cole Hiniker

25



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

REGIONAL RAILROAD AUTHORITY MEETING

November 8, 2011

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

.....
ROLL CALL and Call to Order

AGENDA of the November 8, 2011 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the November 1, 2011 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Submittal of comments on the Regional Transitways Guidelines

Board Action Requested:

Approve the submission of comments on the Regional Transitways Guidelines.

2. Approval of a payment to the St. Paul Area Chamber of Commerce

Board Action Requested:

Approve a payment of \$25,000 to the St. Paul Area Chamber of Commerce for its continued recruitment of supporters, development of public relations materials, and undertaking of public relations activities.

3. Phase II Economic Analysis and Development Potential Study for The Union Depot - Presentation

Board Action Requested:

None. For information and discussion only.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

November 1, 2011

The Ramsey County Regional Railroad Authority met with the following members present: Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 6. Absent: – Bennett – 1. Also present was Julie Kleinschmidt, County Manager and James Mogen, Assistant County Attorney, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 10:17 AM.

AGENDA

Commissioner Ortega moved approval of the Agenda of the November 1, 2011 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Rettman, Carter, Ortega, Parker, Reinhardt, McDonough – 6. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the October 4, 2011 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Rettman, Carter, Ortega, Parker, Reinhardt, McDonough – 6. Nays – 0.

1. Amended Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Carter. Roll Call: Ayes – Rettman, Carter, Ortega, Parker, Reinhardt, McDonough – 6. Nays – 0. (R11-39)

WHEREAS, The Ramsey County Regional Railroad Authority is developing the Union Depot Multi-Modal Transit Hub to benefit the citizens of Ramsey County, the region and the state; and

WHEREAS, The Minnesota Department of Transportation awarded a \$9,767,500 grant to the Ramsey County Regional Railroad Authority for the project; and

WHEREAS, An Amended Grant Agreement has been negotiated with the Minnesota Department of Transportation to provide the funding; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes approval of an amended grant agreement for state bond funds from the Minnesota Department of Transportation for the Union Depot Project, in the amount of \$9,767,500; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the amended grant agreement; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute any agreements, amendments, and change orders, related to the expenditure of these grant funds in accordance with County competitive solicitation policies and procedures in a form approved by the County Attorney's Office and within the limits of the grant funding; And Be It Further

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

2. Regional Transitway Guidelines - Presentation

Cole Hiniker, Transportation Planner, and Mary Karlsson, Senior Transportation Planner, of the Metropolitan Council presented the Summary of Draft Regional Transitway Guidelines presentation to the Ramsey County Regional Railroad Authority (RCRRA) Board.

[The Summary of Draft Regional Transitway Guidelines presentation is on file with the RCRRA office]

Commissioner Ortega said he assumed the focus is to keep the transit system seamless and asked the presenters to speak to this. He wanted to confirm that regardless of the local decision, the outcome should be that it fits into a seamless system.

Ms. Karlsson confirmed that the emphasis is on the seamlessness. She said one key asset of the region's transit system is that we do not require riders to pay different fares when transferring from one corridor to the other. This does present some technical complications because, for example, the same media and fare collection devices need to be used. Therefore, the Regional Transitway Guidelines discusses how the region goes about making the decision on which technology or technologies to use. She said the Met Council remains the decision maker, but that it will make its decision in consultation with its local and state partners.

Chair McDonough commented that as communities mature and develop their corridors, these guidelines are needed for consistency and knowing how to move forward. The guidelines not only allow the owner to operate the system efficiently, they also help community members and visitors to use the system easily. As was pointed out in the presentation, the guidelines are meant to provide a consistent set of technical information and help to manage expectations. It is not a policy document and does not take away decision making at the local level which continues to allow for future flexibility in the development of transitway corridors. He said he thinks this is a beneficial document that helps set the stage.

Commissioner Reinhardt said she knows that an incredible amount of work went into the creation of the guidelines. She said the Rush Line Task Force did provide input into this process. She said the big issue is that sometimes we begin with guidelines that then become requirements. Consistencies and management practices are important, but as requirements we lose the essence of what we are trying to do.

Commissioner Rettman agreed with Commissioner Reinhardt. She said it becomes a big issue with the Red Rock Corridor, for example, of how to make north/south connections. Without this connection we may be losing the ridership that is being sought.

CORRIDOR UPDATES

- Red Rock Corridor (RRC)

Commissioner Rettman reported that at its last meeting, the RRC Commission passed the Station Area Plan Final Report, and at the next meeting they will determine the next steps.

- Minnesota High Speed Rail (MNHSR)

Commissioner Rettman reported that the next MNHSR Commission meeting will take place this Thursday in Wabasha at the invitation of Wabasha County and the City of Wabasha.

- Robert Street

Commissioner Ortega reported that the first organized meeting took place in October which set the parameters. The next meeting will take place in January.

- Central Corridor (CC)

Commissioner Carter reported that the CC Management Committee meeting will be meeting next week. There is a lot of pressure to open the streets up again on University Avenue and within the next week we will know how it will progress.

ADJOURNMENT

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

EXECUTIVE SESSION

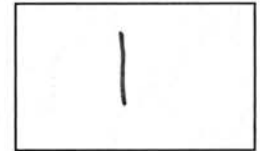
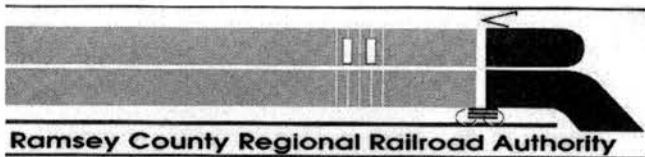
The Ramsey County Regional Railroad Authority Executive Session was called to order at 12:15 P.M., with the following members present: Carter, Ortega, Parker, Rettman, and Chair McDonough – 5. Absent: Bennett and Reinhardt - 2. Also present were: Julie Kleinschmidt, County Manager; James Mogen, Assistant County Attorney; Tim Mayasich, Director, Ramsey County Regional Railroad Authority; Jolly Mangine, Director, Ramsey County Property Management.

Re: Union Depot Offices

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Carter. Roll Call: Ayes – Carter, Ortega, Parker, McDonough – 4. Nays – Rettman - 1. (R11-30)

NOW, THEREFORE, BE IT RESOLVED, The Board of the Ramsey County Regional Railroad Authority authorizes its staff to proceed with the matter discussed in this Executive Session.

The Executive Session was adjourned at 12:30 P.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 11/08/2011

SUBJECT: Submittal of comments on the Regional Transitways Guidelines

EXECUTIVE SUMMARY:

On November 1, 2011, the Ramsey County Regional Railroad Authority (RCRRA) received a presentation by the Metropolitan Council on their Draft Regional Transitway Guidelines (Guidelines). These Guidelines will establish best practices in the region for ten transitway elements including vehicles, fare collection systems, stations, branding, and public facilities. The Guidelines will apply to transitways included in subsequent policy plans, independent of lead agency or phase of project development. Staff has completed their review of the Guidelines and has developed multiple comments, which staff recommends be submitted as formal comments on the Guidelines.

ACTION REQUESTED:

Approve the submission of comments on the Metropolitan Council's Draft Regional Transitways Guidelines.

SUBJECT: Submittal of comments on the Regional Transitways Guidelines

ATTACHMENTS:

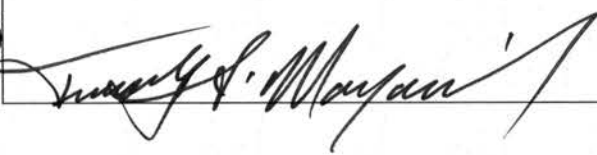
Regional Transitways Guidelines Comments

PREVIOUS ACTION:

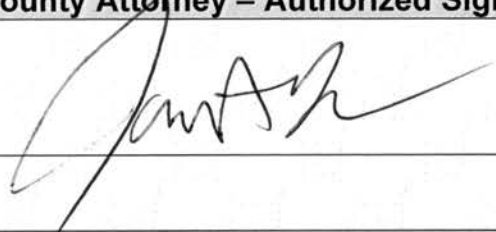
COUNTY MANAGER'S COMMENTS:

The establishment of regional transitways guidelines will take advantage of the significant amount of knowledge that the region has gained through the development of the Hiawatha, Northstar, Central, and Cedar Avenue transitways. Combining this knowledge into one source will give the local sponsors of future transitways a significant advantage as it offers them guidance on the region's best practices in transitway development.

SUBJECT: Submittal of comments on the Regional Transitways Guidelines

Regional Railroad Authority – Authorized Signature	Date
	11/3/11

Budgeting & Accounting – Authorized Signature	Date
	11/2/11

County Attorney – Authorized Signature	Date
	11/1/11

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Submittal of comments on the Regional Transitways Guidelines

DRAFT RESOLUTION

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the Union Depot Multi-Modal Transit and Transportation Hub (Depot) and multiple transitways including the Gateway, Red Rock, Rush Line, Riverview, Robert Street and Northeast Diagonal Corridors to the benefit of the residents and businesses of Ramsey County and the region; and

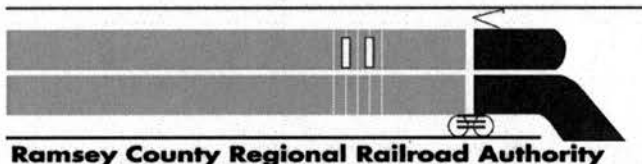
WHEREAS, The Ramsey County Regional Railroad Authority received a presentation on the Draft Regional Transitways Guidelines (Guidelines) from the Metropolitan Council on November 1, 2011; and

WHEREAS, the Guidelines are intended to establish the best practices in the region for ten transitway elements including vehicles, fare collection systems, stations, branding, and public facilities; and

WHEREAS, The Guidelines will apply to all transitways in the Twin Cities including those advanced by the Ramsey County Regional Railroad Authority. Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes its Chair to submit comments on the Metropolitan Council's Draft Regional Transitways Guidelines on its behalf.

Attachment



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

November 8, 2011

Susan Haigh
Council Chair
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101

Draft Regional Transitway Guidelines

Dear Chair Haigh:

The Ramsey County Regional Railroad Authority (RCRRA) received a presentation the Metropolitan Council's Regional Transitway Guidelines (Guidelines) at its November 1, 2011 meeting. Following the presentation that identified how the Guidelines would impact the region, the RCRRA felt it was appropriate to provide comments. The RCRRA feels strongly that integrating the transitways network throughout the region is important and that the Guidelines are an integral part of this process. We welcome the Metropolitan Council's decision to maintain the Guidelines as a standalone 'best practices' document. We believe the decision not to meld the Guidelines into the Transportation Policy Plan will maximize the effectiveness of the Guidelines, allowing for a more integrated transitway network.

The Guidelines represent a great opportunity to continue the region's progress towards a fully integrated and seamless transit system. In particular, the Guidelines tackle the potentially contentious issues of fare collection, station location, and station spacing. By addressing these issues, the Guidelines provide project sponsors with a reference point as they initiate and develop transitway corridors. As envisioned, the Guidelines are a significant resource and help to ensure clarity as each transitway transitions from concept to reality.

The RCRRA believes that the discussion of "local betterments" is necessary, however we were concerned when previous drafts of the Guidelines placed sole responsibility for determining what a local betterment was and how it would be paid for on the initial project sponsor. Since the initial project sponsor is typically a county or regional railroad authority, this would have placed an undue burden on the local sponsor prior to determining the viability of a transitway. The change in language to encourage early coordination and allow for the inclusion of local betterments without requiring a local commitment to fund the local betterment(s) is a significant improvement. This new language is indicative of the Metropolitan Council's consensus based approach to transitway planning.

The RCRRA believes in the importance of multimodal hubs, as shown through its commitment to the restoration and reactivation of the Union Depot. We are pleased to see the Metropolitan Council also recognizes their benefit and that the Guidelines identify a need to provide a higher level of amenities at these locations as compared to a typical transitway station.

5

The RCRRA would like to see the Guidelines provide additional detail on what constitutes an "equitable system". The Guidelines state as a goal the "development and operation of transitways in a way that is consistent, equitable, and efficient, and delivers an effective, integrated, and user-friendly transit system throughout the Twin Cities Region." While they provide additional detail on how to address many of these items, they do not provide any additional guidance on addressing regional equity. Regional equity may not have been the focus of the Guidelines, but it is important to the RCRRA and the RCRRA feels that the omission of additional guidance on it is a missed opportunity. A regionally unbalanced, inequitable system will negatively impact not only the competitiveness of areas not served by transitways, but the region as a whole as it competes both nationally and internationally.

The RCRRA suggests the Metropolitan Council revisit its analysis of park and rides and the emphasis on surface lots as part of the Guidelines. While surface lots are appropriate in many transit situations, they may be detrimental to the long-term development of a transitway. The Guidelines should broaden their approach to park and ride analysis to include the possibility of a smaller development footprint through a parking ramp or joint use facility. These types of facilities may cost more or be more complicated to bring to fruition, but they will allow for more land to be left available for private development. If done correctly, the integration of private development with public investment in transitway infrastructure will lead to increased ridership and better connectivity for commuters.

The RCRRA would like to see the Guidelines updated to provide guidance on the development of dedicated guideway bus rapid transit systems, streetcars, and other modes that did not make it into this initial document. These modes will play a significant role in connecting the region and their interaction as transitways or with transitways will be critical to a consistent, equitable, and efficient transit system that delivers an effective, integrated user-friendly experience.

The RCRRA is pleased to see the Metropolitan Council has added language to the discussion on local tails. We believe it is appropriate, as the Guidelines now state, that local tails may be part of a bus rapid transit system, particularly those that operate along a highway. Additionally, we believe that local tails could be appropriate for dedicated guideway bus rapid transit and encourage their inclusion as part of a the requested dedicated guideway bus rapid transit Guidelines update .

Finally, the RCRRA believes that additional clarity is needed regarding the analysis of impact of infill stations on a transitway. The Guidelines provide information on how an infill station will be analyzed; however, they do not provide information on how multiple infill stations on a single transitway will be analyzed. Additional guidance is needed on whether impacts are specific to each station or cumulative.

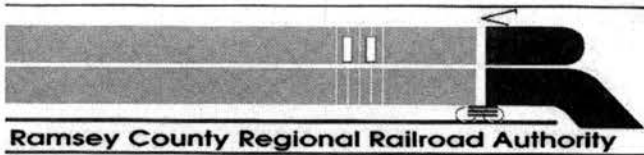
Thank you for the opportunity to provide these comments on the Draft Regional Transitways Guidelines. The RCRRA looks forward to continued partnerships with the Metropolitan Council as we seek to advance transit in the Twin Cities. If you have any questions on our comments I can be reached at 651-266-8363 or by email at jim.mcdonough@co.ramsey.mn.us.

Sincerely

Jim McDonough
Chair

C: RCRRA Commissioners
Julie Kleinschmidt, County Manager
Tim Mayasich, Director RCRRA

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2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 11/08/2011

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approval of a payment to the St. Paul Area Chamber of Commerce

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance the Union Depot Multi-Modal Transit and Transportation Hub and multiple transitways in the east metro including the Central, Gateway, Red Rock, Rush Line, Riverview, Northeast Diagonal and Robert Street Corridors, and high speed rail to benefit the residents and businesses of Ramsey County and the region. One of the partners in advocating for these projects is the St. Paul Area Chamber of Commerce (St. Paul Chamber). The St. Paul Chamber has taken an active role in increasing business awareness and support for projects like the Union Depot Multimodal Transit and Transportation Hub and Central Corridor Light Rail Transit. Continued business support of the Gateway, Red Rock, Rush Line, Robert Street, Riverview and Northeast Diagonal transitway corridors along with high speed rail is critical to their success.

Previously, the St. Paul Chamber had broken out its advocacy efforts on a corridor by corridor basis. This resulted in the On Board Midwest as the high speed rail advocacy arm of the St. Paul Chamber. While On Board Midwest brought attention to high speed rail, it did not bring attention to the larger need for a multimodal transportation system in the east metro or provide a direct connection between the St. Paul Chamber and high speed rail. In order to provide the direct connection to the St. Paul Chamber and to promote a larger multimodal transportation vision, the St. Paul Chamber has refocused their efforts so that they are less corridor specific.

(The Executive Summary is continued on the following page.)

ACTION REQUESTED

Approve a payment of \$25,000 to the St. Paul Area Chamber of Commerce for its continued recruitment of supporters, development of public relations materials, and undertaking of public relations activities.

1

EXECUTIVE SUMMARY (Continued)

To date, the St. Paul Area Chamber of Commerce has absorbed the functions of On Board Midwest and broadened its public involvement activities to include advocacy for improved transit opportunities in the east metro. These efforts include active involvement in high speed rail, the Gateway Corridor, Central Corridor, and coordination with neighboring chambers of commerce to provide business input as transitways are developed. As a supporter of the high speed rail, and the multiple east metro transitways, the RCRRA has been asked to pay \$25,000 in support of their efforts. Funds for this payment will come from the 2011 RCRRA operating budget.

The St. Paul Area Chamber of Commerce has provided a 2012 proposed Work Plan and Budget that has been included with this Board Action.

SUBJECT: Approval of a payment to the St. Paul Area Chamber of Commerce

ATTACHMENTS:

Proposed 2012 Work Plan and Budget

PREVIOUS ACTION:

10-27-09 Approval of a \$20,000 payment to On Board Midwest for its continued recruitment of supporters and public relations activities.

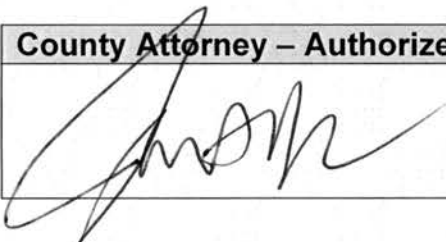
COUNTY MANAGER'S COMMENTS:

Approval of the \$25,000 payment to the St. Paul Area Chamber will allow the continuation of supporter identification, public relations, and advocacy on a multimodal transportation system for the east metro.

SUBJECT: Approval of a payment to the St. Paul Area Chamber of Commerce

Regional Railroad Authority – Authorized Signature	Date
	11/3/11

Budgeting & Accounting – Authorized Signature	Date
	11/2/11

County Attorney – Authorized Signature	Date
	11/1/11

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approval of a payment to the St. Paul Area Chamber of Commerce

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the
2 Union Depot Multi-Modal Transit and Transportation Hub and multiple transitways in the east metro
3 including the Central, Gateway, Red Rock, Rush Line, Riverview, Robert Street, and Northeast
4 Diagonal transitway Corridors, along with high speed rail to the benefit of the residents and
5 businesses of Ramsey County and the region; and

6
7 WHEREAS, The Ramsey County Regional Railroad Authority has worked with the St. Paul
8 Area Chamber of Commerce to increase business awareness and support for the Union Depot,
9 transitways, and a high speed rail; and

10
11 WHEREAS, The St. Paul Area Chamber of Commerce has advocated for Central Corridor
12 Light Rail Transit and through On Board Midwest for high speed rail; and

13
14 WHEREAS, The St. Paul Area Chamber of Commerce has chosen to focus its business and
15 public advocacy and information efforts on multimodal transportation in the east metro; and

16
17 WHEREAS, This focus will involved significant involvement from the St. Paul Area Chamber
18 of Commerce in advocating for the transitways supported by the Ramsey County Regional
19 Railroad Authority; and

20
21 WHEREAS, The St. Paul Area Chamber of Commerce will be reaching out to its business
22 members, area chambers of commerce, and the public to inform them on the benefits transitways
23 and high speed rail provide; and

24
25 WHEREAS, Continuation and intensification of these activities requires additional funding;
26 and

27
28 WHEREAS, The St. Paul Area Chamber of Commerce is asking its supporters for financial
29 assistance to fund the additional activities; and

30
31 WHEREAS, The Ramsey County Regional Railroad Authority, as a supporter, has been
32 asked to pay \$25,000 to the St. Paul Area Chamber of Commerce for continued public relations
33 activities. Now, Therefore, Be It

34
35 RESOLVED, The Ramsey County Regional Railroad Authority hereby approves a payment
36 of \$25,000 to the St. Paul Area Chamber for its continued recruitment of supporters, development
37 of public relations materials, and undertaking of public relations activities.
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5

**2012 Saint Paul Area Chamber of Commerce
Ramsey County Multi-Modal Transportation**

Proposed Work Plan

The Saint Paul Area Chamber of Commerce (SPACC) will inform and engage key audiences throughout the region about Ramsey County's multi-modal transportation plans and encourage support for these initiatives. The focus of this work is to help different audiences understand how investment in the Union Depot multi-modal transit hub, expansion of passenger and freight rail service, and increased bus and light rail service will increase transportation options, improve regional access, increase economic development opportunities, and enhance the quality of life for Minnesotans.

SPACC representatives will meet with city, county, state and federal government officials about regional transportation policy with a specific focus on multi-modal transportation. To date, SPACC has established effective relationships with the neighboring cities and counties through which future transit lines will be built and maintains involvement with a wide variety of transportation coalition groups across the East Metro.

The primary task will be to engage, inform and build coalitions with business stakeholder groups including business associations, local chambers of commerce and individual businesses. The Chamber will engage and align community stakeholder interests to the benefit of Ramsey County.

Priority Subjects:

- Gateway Corridor
- Robert Street Corridor
- MN High Speed Rail Commission
- City of Saint Paul Transportation Committee
- Rush Line Corridor
- Union Depot Multi-modal Hub
- Intercity Passenger Rail Transportation Forum
- Other East Metro and Twin Cities Regional transit initiatives

SPACC representatives will continue to meet with and brief Minnesota Federal delegation members about the importance of these projects to the residents and businesses in Ramsey County.

Focused Approach:

SPACC will work to secure support for multi-modal transportation connections to Saint Paul's Union Depot along the county's priority transit routes. Working with the Ramsey County staff, elected officials, and transportation advocacy partners like Transit for Livable Communities, the SPACC team will engage and educate business community stakeholders.

In 2012 our goal will be to organize business community meetings to be held in partnership with other local chambers and community partners to build support for multi-modal transportation options that utilize the Union Depot as a hub.

In 2012 SPACC will continue to inform and organize partners within the city of Saint Paul, Ramsey County and surrounding counties and cities to maintain their active, engaged support for a multi-modal transportation approach that will leverage the investment in Saint Paul's Union Depot. This will be accomplished through in-person briefings, e-mail and social media updates, and planned events in coordination with Federal, State, and Local government partners.

2012 SPACC Advocacy Budget: \$90,000

Chamber members have assigned over \$65,000 dollars in 2012 sponsorship towards the Chamber's public affairs advocacy initiatives. The Chamber maintains an active Transportation Committee whose business members are committed to expanding transportation and transit options for East Metro Businesses.

Communications:

These dollars are used by the Chamber to engage with local businesses, work with governmental officials, and help media members understand the business community's public affairs priorities. Our key message revolves around the role that transportation infrastructure plays as an economic driver in the East Metro. We expand on and amplify messages that demonstrate that infrastructure investments have a multiplier effect in economic development, adding local dollars to the region far in excess of the public's initial contribution.

Ramsey County Contribution (\$10,000)

- Extensive communications to members and interested parties on transportation issues. Through Chamber newsletters and targeted email updates.
- Maintain an active social media outreach and advocacy plan.
- The Chamber will also include County transportation forums, open houses, information sessions on event calendars and member communications.
- The Chamber plans to launch a dedicated web site, in conjunction with the Minneapolis Regional Chamber, to establish a grass-roots business level effort to encourage businesses to support transportation and, in particular, transit initiatives. This web site, to include all of the chamber's regular communications to over 11,000 recipients, will include regular updates and call to action requests from recipients for East Metro transportation advocacy.

Events and Activities:

The Chamber's Public Affairs series (10 events each year) allows the chamber to directly engage with our guests on topics of importance. The Chamber anticipates that each event in 2012 will have a Transportation update, affording guests at the series an opportunity to stay up to date on the transportation advocacy work. We plan to hand out updates and highlight new concerns or actions that we would like our members to be aware of.

Ramsey County Contribution (\$10,000)

- The Chamber will organize specific transportation events as requested by the County to engage with the business community.
- The Chamber will distribute any specific material that the County desires on transportation initiatives to our members at all Public Affairs meetings.

Advocacy & Involvement:

A portion of our public affairs staff time is dedicated to organizing and staffing our public affairs committee, suburban subcommittee and transportation subcommittee. In this role we inform and advocate on behalf of our larger membership regarding specific issues relevant to the Saint Paul and East Metro business community.

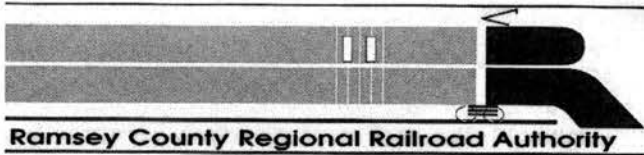
Ramsey County Contribution (\$5,000):

- The Chamber will actively solicit members of the business community to engage with the county and other transportation-aligned organizations in supporting transportation and transit initiatives. This solicitation will be in person, via electronic communiqués, and through organized presentations.
- The Chamber will coordinate with the County on specific transportation initiatives to build business support, as requested by the County.
- Business members will be engaged and recruited to support transportation initiatives through representation in other local chambers and business associations throughout the East Metro.

Regional Transit Infrastructure Business Advocacy: (\$250,000 investment)

Finally the Minneapolis Regional and Saint Paul Area Chambers collaborated on a successful grant application that will allow both chambers to share a business transit resource dedicated to advancing transit across the Twin Cities. This individual will leverage over \$250,000 in grant funds to advocate for enhanced and accelerated transit work, including projects specific to the East Metro as coordinated by and championed by the Saint Paul Area Chamber.

The Chamber will coordinate with Ramsey County to ensure that projects of interest to Ramsey County are advanced through this initiative. The chambers collectively have hired an experienced transit advocate who will assist in building business support for transit initiatives.



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 11/08/2011

Regional Railroad Authority Meeting Date: _____

SUBJECT: Phase II Economic Analysis and Development Potential Study for The Union Depot - Presentation

EXECUTIVE SUMMARY

HR&A Advisors will provide a study update of the Union Depot Economic Analysis and Development Potential Study at this meeting.

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, a Phase I Economic Analysis and Development Potential Study was completed. HR&A Advisors Inc. presented its Phase I findings to the RCRRA on November 16, 2010. Their presentation and subsequent final report provided an analysis of demographic and market information and laid out a series of implementation strategies that maximizes the development potential of the Depot.

In order to build upon the foundational work provided by HR&A Advisors Inc's final report, RCRRA approved a contract with HR&A for a second phase of study focused on implementation. The Phase II study focused on several key implementation tasks: an evaluation of refined market demand for marketplace and/or permanent tenants, an analysis of the revenue generation potential of the facility; and an outreach and solicitation effort to potential private partners. It culminated with the development of solicitation documents for property management, activation and development and a bike station operator.

Daniel Fuchs, Director for HR&A Advisors Inc., will provide a brief overview of the Phase II Study.

ACTION REQUESTED

None. For information and discussion only.

1

SUBJECT: Phase II Economic Analysis and Development Potential Study for The Union Depot - Presentation

ATTACHMENTS:

PREVIOUS ACTION:

On April 5, 2011, by RCRRA Resolution R11-15, RCRRA authorized the Chair to execute an agreement with HR&A Advisors Inc. for completion of a Phase II Economic Analysis and Development Potential Study for The Union Depot for a not-to-exceed price of \$135,000.

On November 10, 2010, HR&A Advisors Inc. presented its Phase I Economic Analysis and Development Potential Study findings to RCRRA.

On March 16, 2010, by RCRRA Resolution R10-16, RCRRA authorized the County Manager to execute an agreement with HR&A Advisors Inc., 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.

On January 26, 2010, by Resolution R10-12, 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

On November 10, 2009, by Resolution R09-47, RCRRA 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:

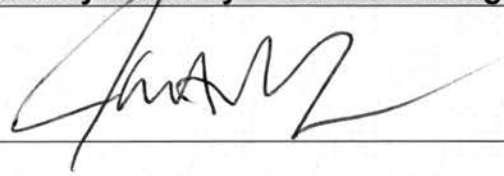
The detailed analysis of development opportunities and potential partners will be beneficial to the long term success and viability of The Union Depot.

2

SUBJECT: Phase II Economic Analysis and Development Potential Study for The Union Depot - Presentation

Regional Railroad Authority – Authorized Signature	Date
	11/3/11

Budgeting & Accounting – Authorized Signature	Date
	11/2/11

County Attorney – Authorized Signature	Date
	11/1/11

Property Management – Authorized Signature	Date

Information Services– Authorized Signature	Date

Other – Authorized Signature	Date

The Union Depot

Process for Leveraging Private Sector Resources

Goals for Union Depot activation & development

- Ensure Union Depot becomes a **vibrant and inviting place**.
- **Provide a revenue stream** to support and sustain operations.
- **Maximize economic benefits** of redevelopment downtown and across all transit corridors.
- Engender Lowertown's growth as a **distinctive community**.

Economic analysis & development potential project

Phase I

- Analyze development potential
- Develop strategy to achieve goals

Phase II

- Implementing a public-private partnership

Union Depot's challenge & opportunity

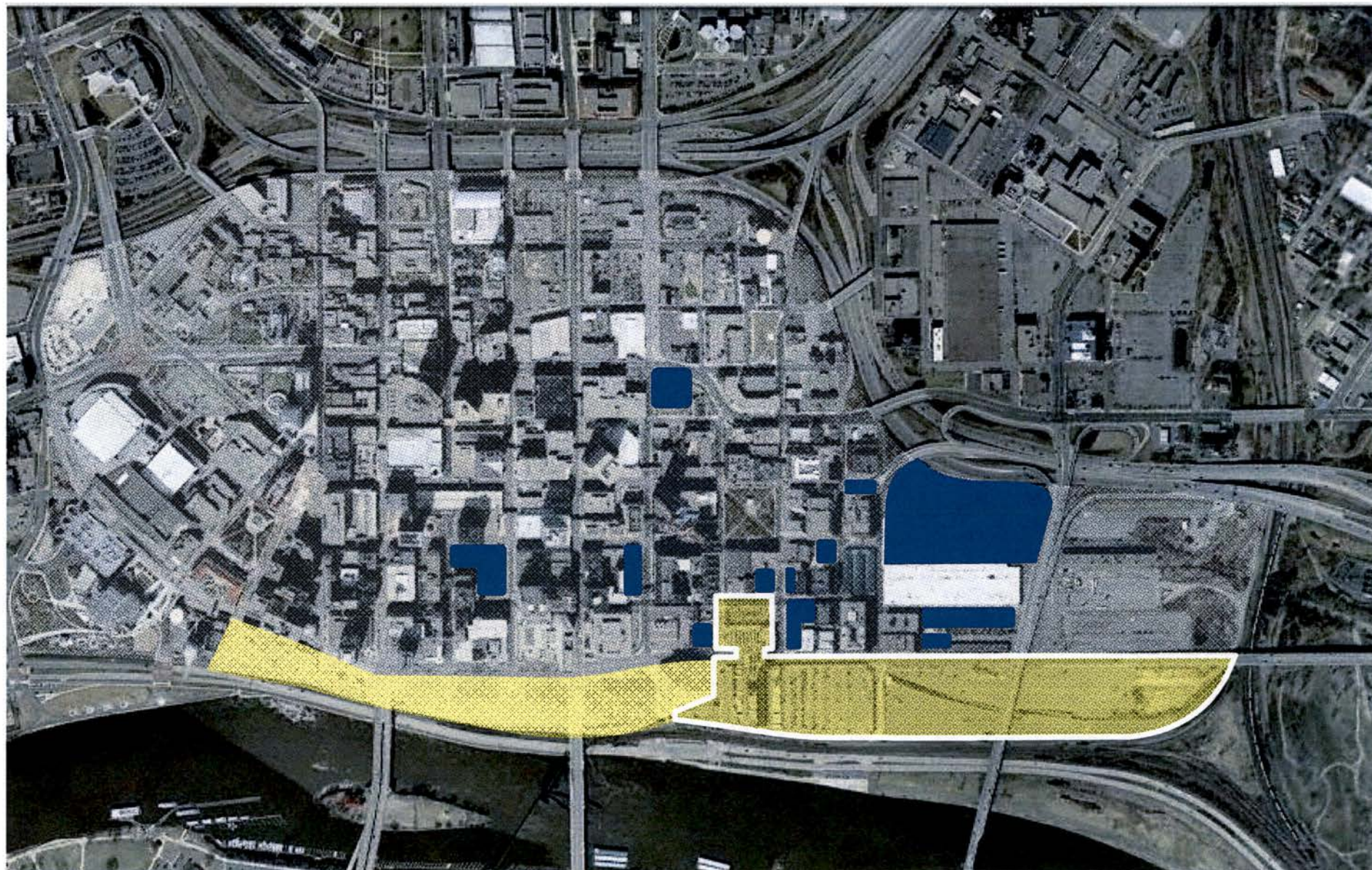
Retail demand from transit riders over time

Year	Potential transit retail demand	% main floor tenant areas
2012	+/- 200 SF	1%
2014	+/- 900 SF	6%
2034	+/- 4,000 SF	26%

Civic space demand from transit riders over time

Year	Transit rider civic space demand	% main floor civic spaces
2012	+/- 600 SF	2%
2014	+/- 3,000 SF	8%
2034	+/- 12,500 SF	33%

Union Depot Activation & Development: Step 1



Recommended phase I program strategy

Diverse local retail marketplace



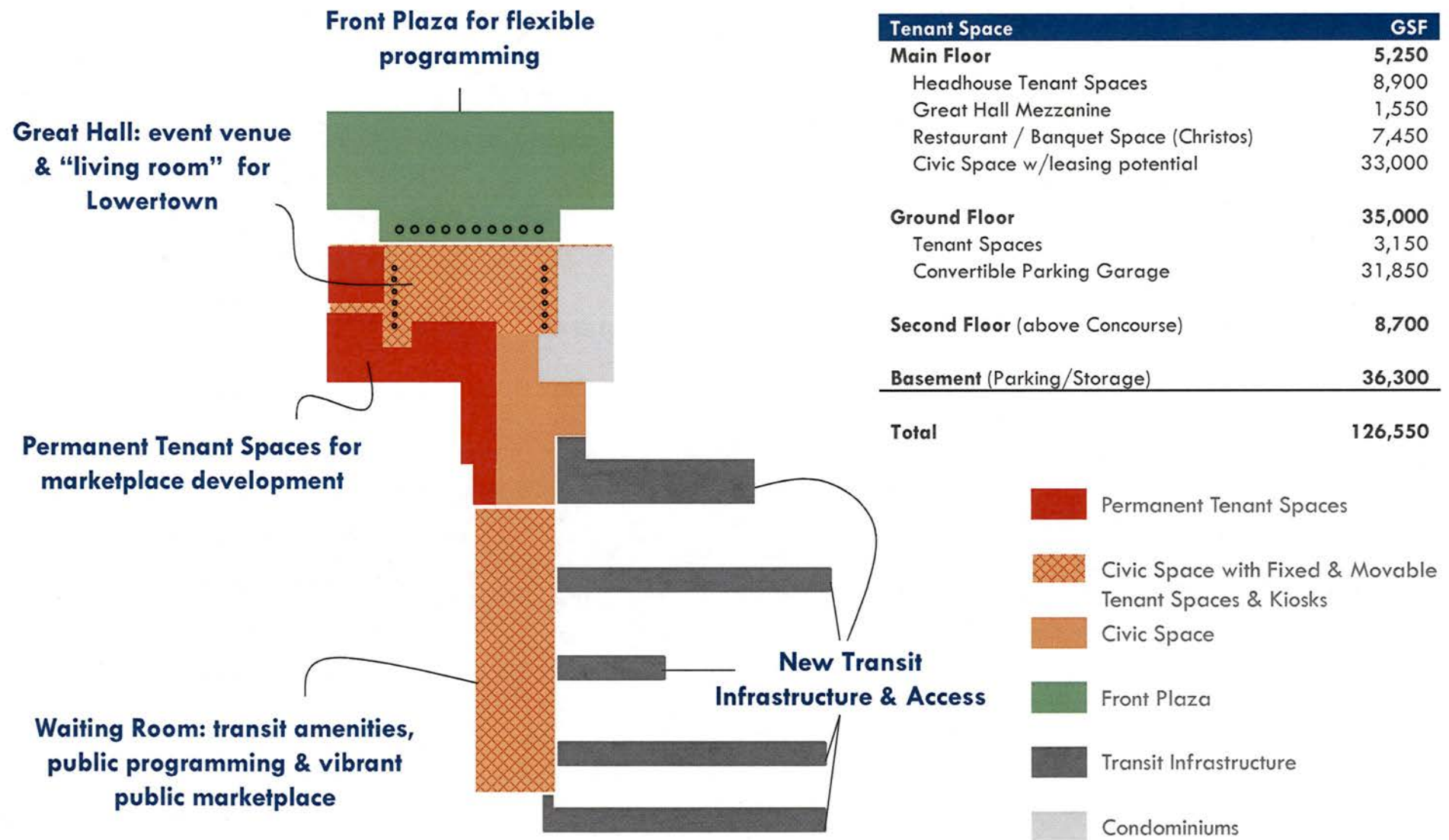
Frequent public programming



Flexible event venue



Conceptual building program



Phase II project objectives

- Refine understanding of likely RCRRA net financial position
- Identify potential private partner interest for activation & development
- Determine most beneficial solicitation process
- Launch the solicitation process

HR&A Phase II activities: April - September

- Benchmarked marketplace operating costs and structures
- Assessed potential cultural programming investment costs
- Developed Union Depot operating pro forma
- Prepared Development Opportunity Brochure
- Conducted outreach to 30 potentially interested partners
- Prepared Business Development Opportunity Brochure
- Launched Business Opportunity Online Survey
- Evaluated Union Depot Open House options
- Prepared outreach & solicitation structure recommendations
- Drafted Activation & Development RFEI
- Drafted Bike Center RFP

Context for determining solicitation structure

Services to be provided by private partners

- Property Management
- Bike Center Operations
- Cultural Programming Production & Coordination
- Retail / Commercial program development, implementation, and management

Goals of a successful solicitation

- Maximize participation to ensure top quality for all services
- Enable RCRRA to compare proposals on a best offer basis

Select HR&A experience with developer solicitations



Newark Broad Street Station Area RFEI



The College of New Jersey RFP



Washington DC Ballpark District RFEI



Hudson River Park Pier 57 RFP

Methodology for determining preferred approach

1. Refined analysis of Union Depot pro forma
2. Development Opportunity Brochure
3. Emails/calls/interviews with 30 potential partners
4. Business Opportunity Survey



Pro forma context

- **Primary cost driver:** Operations & maintenance is the primary cost driver; recovering as much of these costs as possible through activation & development is a significant goal
- **Required development expenses:** Establishing a distinctive destination in Union Depot requires significant ongoing expenses by a private activation & development partner
- **Program alignment:** Cultural programming expenses are part of a holistic destination strategy and are directly tied not only to vibrancy, but also to economic viability

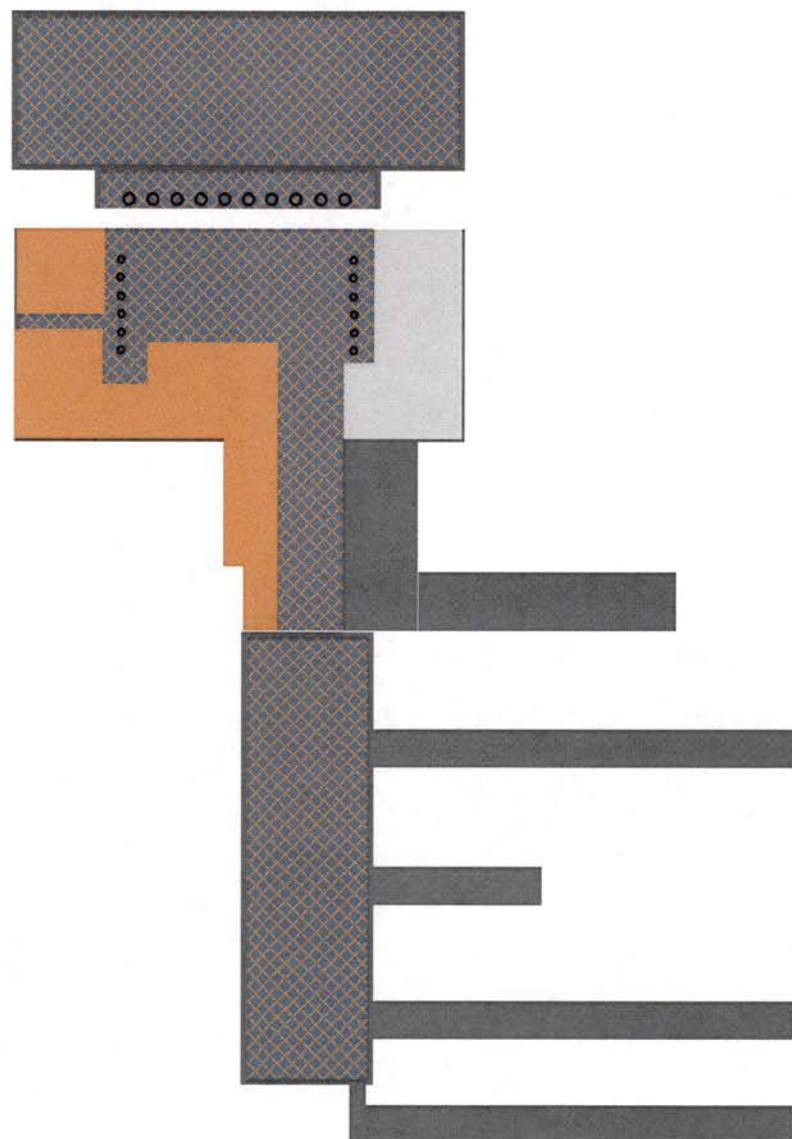
Key proforma takeaways

- Tenanting begins in 2013-2014, stabilization potential in 2018-2020
- Service contract / master lease structure influences whether RCRRA or private partner assumes incremental capital costs
- Ability to use existing tenant & parking revenues influences deal structure
- Substantial RCRRA cost savings accrue in out years

Key outreach findings to determine solicitation structure

- **Visionary partner:** Marketplace concept has support and interests potential partners, but challenged downtown retail market creates risks and the need for a visionary partner.
- **Different business lines:** Experienced activation & development partners are not interested in managing transit-related infrastructure or spaces, but are willing to work with 3rd party property managers.
- **Flexible deal structure:** Capital requirements and organizational capacity may limit certain qualified partners' interest, but may pique others'.
- **Development rights:** Rights to development and activation in different portions of the Union Depot site will attract different types of partners for RCRRA.

Conceptual division of responsibilities



■ **Property Manager**

Responsible for the standard of care for all RCRRA-owned property at the Depot

■ **Preferred Partner for Activation & Development**

Responsible for development & management of tenant spaces (main floor, basement, and second floor)

■ **Activation & Development Rights and Responsibilities**

Areas where the preferred developer may rent space and provide programming, given certain parameters by RCRRA and the Property Manager (may include other site areas)

■ **Condo Owners**

Responsible for own property

Conceptual division of responsibilities

Function	Responsibility
Transit infrastructure management and maintenance	Transit Agencies
Transit rider services	Transit Agencies
Capital maintenance	RCRRA
Security	Property Manager
Building management	Property Manager
Public space management	Property Manager or Activation & Development Partner
Parking operation management	Property Manager or Activation & Development Partner
Commercial leasing and lease management	Activation & Development Partner
Programming and event production and coordination	Activation & Development Partner
Retail signage plan development and implementation	Activation & Development Partner
Marketing and public relations for retail & programming	Activation & Development Partner
Bicycle center operations	Bicycle Center Operator
Residential and commercial condominium management	Condo owners

Recommended solicitation structure: maximize participation & facilitate best offer comparisons

Union Depot Property Management RFP

- Requires specialized services to begin at station opening
- Not core business of activation & development partners
- Direct service contract with RCRRA

Union Depot Bicycle Center RFP

- Requires specialized services to begin at station opening
- Prominent program element, integral to transit hub
- Lease for space with RCRRA

Union Depot Activation & Development RFEI

- Requires specialized services of visionary partner
- Programming & leasing success are integrally related
- Master lease OR service contract may provide best offer

Recommended solicitation process

Union Depot Property Management RFP

- Negotiations & contract with preferred bidder to manage the Union Depot property upon station opening

Union Depot Bicycle Center RFP

- Negotiations & lease with preferred bidder to design & operate the bicycle center at Union Depot

Union Depot Activation & Development RFEI

- Short list of preferred submissions and determination of preferred deal structure
- Potential invitation-only RFP for activation & development or direct contracting with Union Depot Property Manager

Draft solicitation timeline

Task	Date
RFPs / RFEI Released	November 15, 2011
Open House / Pre-Proposal Conference and Site Tour	Early December, 2011
Submissions Due	Mid-January, 2012
Shortlist Announced / Property Manager & Bicycle Center Operator Selected	March, 2012
Activation & Development RFP Released (Optional)	February, 2012
Activation & Development RFP Responses Due (Optional)	April, 2012
Lease or Contract Signed	June-September, 2012
Union Depot Multimodal Transit Hub Opening	January 2013
Programming Begins	2013
Tenants Move In	2013-2018