Ramsey County Regional Railroad Authority. Records.

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Version 3
August 20, 2018

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

REGIONAL RAILROAD AUTHORITY MEETING

March 13, 2012

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

ROLL CALL and Call to Order
AGENDA of the March 13, 2012 Regional Railroad Authority Meeting is presented for approval.
MINUTES of the February 7, 2012 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. **Comments on the Federal Transit Administration New Starts Notice of Proposed Rulemaking**

   Board Action Requested:
   Authorize Ramsey County Regional Railroad Authority Chair to submit comments to the Federal Transit Administration on the New Starts Notice of Proposed Rulemaking.

2. **Union Depot Renovation Project Term Sheets with Canadian Pacific Railway and Union Pacific Railway**

   Board Action Requested:
   1) Approve the Term Sheet between the RCRRA and Canadian Pacific Railway
   2) Approve the Term Sheet between the RCRRA and Union Pacific Railroad
   3) Authorize the Chair to execute the agreements on behalf of the RCRRA

3. **Engineering Agreement with Canadian Pacific Railway**

   Board Action Requested:
   1) Approve the Engineering Agreement with Canadian Pacific Railway for the completion of track and signal design for the West Terminal Lead, CP/UP Crossover, CP to UP switch and a crossover in Hoffman Interlocking, to be completed by December 31, 2013, in an amount not to exceed $650,000.
   2) Authorize the Chair to execute the agreement on behalf of the RCRRA.

4. **Arterial Transit Corridor ("rapid bus") - Presentation**

   Board Action Requested:
   None. For information and discussion only.

(Continued)

5. Tiger Grant Application for the East Metro Rail Yards Fluidity Enhancement Project

Board Action Requested:
Authorize the Ramsey County Regional Railroad Authority to submit a FY 2012 TIGER Grant Application for the completion of the East Metro Rail Yards Fluidity Enhancement Project.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
February 7, 2012

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Rettman, McDonough – 6. Absent: Reinhardt – 1. Also present were Julie Kleinschmidt, County Manager and James Mogen, Assistant County Attorney.

Chair McDonough called the meeting to order at 10:15 A.M.

AGENDA
Commissioner Bennett moved approval of the Agenda of the February 7, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Ortega, Parker, Rettman, Bennett, Carter, McDonough – 6. Nays – 0.

MINUTES
Commissioner Bennett moved approval of the Minutes of the January 10, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – Ortega, Parker, Rettman, Bennett, Carter, McDonough – 6. Nays – 0.

1. Legislative Position: Request for $1 million is State Bond Funds for the Gateway Corridor – Support Item

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Bennett. Roll Call: Ayes – Ortega, Parker, Rettman, Bennett, Carter, McDonough – 6. Nays – 0. (R12-07)

WHEREAS, The Gateway Corridor Commision (commission) was established on March of 2009 to address transportation needs in the I-94 Corridor; and

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

WHEREAS, The I-94 Corridor is the principal east/west route for traffic through Ramsey, Washington, and St. Croix Counties connecting St. Paul to the eastern metropolitan area; and

WHEREAS, The I-94 Corridor is experiencing robust employment and population growth; and
WHEREAS, The 2030 Transportation Policy Plan and been approved by the Metropolitan Council and identifies the I-94 Corridor as a Transitway Corridor in need of additional analysis; and

WHEREAS, The commission is currently conducting an Alternatives Analysis for the corridor; and

WHEREAS, Followign the completion of the Alternatives Analysis environmental analysis and preliminary engineering are the next steps in the development of the transitway; and

WHEREAS, Funding has been secured for the completion of enviornmental analysis; and

WHEREAS, The commission has requested $1 million in state bond funds for the completion of preliminary engineering work for the Gateway Corridor, Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the legislative position to support the Gateway Corridor in their request to the Legislature for $1 million in State Bond Funds, and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes Ramsey County Regional Railroad Authority staff to work with members of the Legislature and other interested parties to seek the necessary legislation for this proposal.

2. Legislative Position: 2012 State Bond Funds for High-Speed and Passenger Rail – Support Item

Commissioner Rettman moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Ortega, Parker, Rettman, Bennett, Carter, McDonough – 6. Nays – 0. (R12-08)

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

WHEREAS, Funding and policies that impact high speed rail corridors that connect to the Union Depot Multi-Modal Transit and Transportation Hub will be discussed in the 2012 state legislative session; and

WHEREAS, These corridors include Twin Cities to Chicago, Rochester, Eau Claire, Duluth, St. Cloud, Fargo/Moorhead, and Mankato as identified in the Minnesota Department of Transportation's Comprehensive Freight and Passenger Rail Plan (State Rail Plan); and

WHEREAS, In 2009 the Minnesota Department of Transportation was awarded $26 million in bond funding for high-speed and passenger rail; and

WHEREAS, $23 million of the 2009 bond funds have been appropriated to high-speed rail projects in Minnesota; and

WHEREAS, There is a need to provide additional funding for high-speed and passenger rail in Minnesota for the development of the Twin Cities to Milwaukee segment of the Twin Cities to Chicago corridor, the Northern Lights Express corridor, Zip Rail, and a second train between the Twin Cities and Chicago; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the legislative position to support the inclusion of bond funding in the 2012 bonding bill for the advancement of the Twin Cities to Milwaukee segment of the Twin Cities to Chicago corridor, the Northern Lights Express corridor, Zip Rail, and a second train between the Twin Cities and Chicago, and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes Ramsey County Regional Railroad Authority staff to work with members of the Legislature and other interested parties to seek the necessary legislation for this proposal.

3. Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the Minnesota High Speed Rail Commission for 2012

Commissioner Rettman moved approval of the following resolution, seconded by Commissioner Carter. Roll Call: Ayes – Ortega, Parker, Rettman, Bennett, Carter, McDonough – 6. Nays – 0. (R12-09)

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

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

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

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

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

WHEREAS, The Commission adopted its 2012 Work Plan and Budget on November 3, 2011; and

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

WHEREAS, The Commission's 2012 Work Plan and Budget identified $28,200, or 35.25% as the Ramsey County Regional Railroad Authority funding commitment; and

WHEREAS, The Commission's 2012 Work Plan and Budget identified the use of $30,000 in fund balance to offset 2012 member funding commitments; and

WHEREAS, The use of fund balance reduces the Ramsey County Regional Railroad Authority contribution by $10,575 resulting in a total funding commitment of $17,625. Now Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby accepts the Commission's 2012 Budget, and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves a payment of $17,625 to the Minnesota High Speed Rail Commission as its funding commitment to the 2012 Budget, and Be It Further

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

4. Amended Subrecipient Agreement with the Metropolitan Council for the Corridors of Opportunity Projects

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Ortega, Parker, Rettman, Bennett, Carter, McDonough – 6. Nays – 0. (R12-10)

WHEREAS, Ramsey County Regional Railroad Authority / Ramsey County have worked collaboratively with Hennepin County/Hennepin County Regional Rail Authority, City of St. Paul, City of Minneapolis, Metropolitan Council, Minnesota Housing Finance Agency and the McKnight Foundation over the past couple of years to effectively respond to two national funding opportunities for regional transit-oriented development planning and implementation in and along planned transit corridors; and

WHEREAS, On August 17, 2010, the Ramsey County Regional Railroad Authority took several actions committed to working collaboratively with consortium members in supporting regional planning efforts that advance federal Housing and Urban Development ("HUD"), Department of Transportation ("DOT") and the Environmental Protection Agency ("EPA") agencies' joint *Livability Principles*; as well as supporting the submission of a proposal to HUD for a Sustainable Communities Regional Planning Grant by the Metropolitan Council ; and authorizing the Chair to sign a letter of commitment to accompany the HUD grant proposal; and

WHEREAS, In November 2010, the Twin Cities region was awarded both grants with the Metropolitan Council serving as the fiscal agent to HUD grant, and

WHEREAS, Two specific projects were funded under the Sustainable Communities Regional Planning Grant that directly involves Ramsey County: the Gateway Corridor Project, funded at $150,000, and the Workforce /Economic Development Project, funded at $247,000; and

WHEREAS, On June 7, 2011, subrecipient agreements between the Ramsey County Regional Railroad Authority and the Metropolitan Council were executed for each of these two projects;

WHEREAS, Since the execution of these agreements, HUD has revised rules and procedures for grant reporting and reimbursement for the Sustainable Communities Regional Planning Grant by grantees and sub-grantees. Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approved the amended Subrecipient Agreement SG011-031 with the Metropolitan Council for the Corridors of Opportunity Gateway Corridor Project, effective upon signature by parties through January 31, 2014, in the amount of $150,000 in federal funds; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves the amended Subrecipient Agreement SG011-045 with the Metropolitan Council for the Corridors of Opportunity Workforce/Economic Development Project, effective upon signature by parties through January 31, 2014, in the amount of $247,000 in federal funds; and Be It Further

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

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

5. Amendment One to the Central Corridor Funding Agreement for Construction with the Metropolitan Council

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Ortega, Parker, Rettman, Bennett, Carter, McDonough – 6. Nays – 0. (R12-11)

WHEREAS, The Ramsey County Regional Railroad Authority is a funding partner for the Central Corridor Light Rail Transit project; and

WHEREAS, RCRRA, HCRRA and the Metropolitan Council have approved a Cooperative Funding Agreement for Construction for the project; and

WHEREAS, The parties agree that the Agreement should be modified to allow for payment to the rail authorities of interest earned under the agreement upon request of a rail authority; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves Amendment One to the Cooperative Funding Agreement for Construction with the Hennepin County Regional Railroad Authority and the Metropolitan Council, and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Amendment.

6. Funding Request by the City of St. Paul for a Streetcar Feasibility Plan

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

Commissioner Bennett asked for an explanation of the cost.

Chair McDonough said our cost for participation would be $16,500. There still would be a funding gap before they got to the point of working on the alternatives analysis, but this would get to the decision point of how to move forward. The City of St. Paul has approval from the other listed participants; Ramsey County Regional Railroad Authority (RCRRA) is the last to approve the funding commitment.

Commissioner Parker commented that it's unusual for a city to do this kind of study. She asked if they have a certain corridor in mind and if we approve this will it be expected that we also be involved in financing the system. She commented that if we move forward with this, it may open the door for us to assist with the financing of other projects around the city and she isn't sure it's appropriate for us to get involved in those.

Chair McDonough commented that streetcars are not unusual for cities; they are generally viewed as economic development potentials. This will not focus on any particular corridor, but will help to narrow down the potential for some of the stronger corridors that would warrant this type of investment. Most metropolitan

areas around the country are doing some type of streetcar line study or have already moved forward on implementing a streetcar line. Chair McDonough said how this will move forward on funding is yet to be determined, but this conversation will clearly take place in the future.

Commissioner Rettman also expressed her concern that this distracts the real need to connect other directions and routes with transit.

Commissioner Carter said she appreciates the City of St. Paul seeking the RCRRA's support for this study and paying attention to this economic development opportunity.

Commissioner Ortega commented that we need to look at the bigger picture and he welcomes the opportunity to partner with cities on how to improve transit when we have the ability and resources.

Commissioner Bennett said he has some concern with just a local study as this seems to be solely in St. Paul; however, he could support this based on the fact that it will be used to help the Union Depot Multimodal Transit and Transportation Hub. He encourages the City of St. Paul to look at how to connect the people of Ramsey County into the city and vice versa, and not just solely within it. He said he will support this today but encourages the city to start looking at the big picture.

Commissioner Parker said she will support this with the idea that the city will truly try to make this a connection throughout the county and not just within the city.

Roll Call: Ayes – Ortega, Parker, Bennett, Carter, McDonough – 5. Nays – Rettman - 1. (R12-12)

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance transit projects like the Central Corridor Light Rail Transit corridor, The Union Depot Multi-Modal Transit and Transportation Hub (Depot), and other transit projects to the benefit of the citizens of Ramsey County; and

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

WHEREAS, The City of Saint Paul has secured $233,500 of a $250,000 budget for a Streetcar Feasibility Study (feasibility study)

WHEREAS, The goal of the feasibility study is to develop a set of prioritized citywide streetcar investments that are physically viable, offer the greatest potential for improving local circulation, support economic development and complement existing and planned regional transportation systems; and

WHEREAS, The City of Saint Paul has formally requested that the Ramsey County Regional Railroad Authority actively participate in the study and commit up to $16,500 towards the study budget; and

WHEREAS, The financial commitment by the Ramsey County Regional Railroad Authority would be contingent upon Saint Paul receiving the $233,500 of funding committed; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the financial commitment of up to $16,500 for the completion of a Streetcar Feasibility Plan; 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.

7. Release of Solicitation Document Seeking Artists for Union Depot Public Art Program

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Carter. Roll Call: Ayes – Ortega, Parker, Bennett, Carter, McDonough – 5. Nays – Rettman - 1. (R12-13)

WHEREAS, The Ramsey County Regional Railroad Authority, along with the Federal Transit Administration, recognizes the importance of public art to the overall success and viability of the The Union Depot Multi-Modal Transportation and Transit Hub ("Depot"); and

WHEREAS, The Federal Transit Administration's recognition of importance is coupled with a commitment of $1 million in funding towards the public art program; and

WHEREAS, Public art provides a unique opportunity to recognize and celebrate the rich histories of the Union Depot, St. Paul and the Lowertown neighborhood; and

WHEREAS, Public art at the Union Depot will complement the power of the existing architectural elements, supporting the Union Depot as a destination community space, while serving to enhance the enjoyment of those passing through the public spaces; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Call to Artists (Request for Proposals) for Public Art Commissions at the Union Depot in accordance with Ramsey County policies and procedures on Requests for Proposals, with direction to staff to return to the Ramsey County Regional Railroad Authority with a selection of artists for contracting authorization, and informational updates at milestones throughout the process.

CORRIDOR UPDATES

- Gateway
  Commissioner Ortega reported that Gateway PAC met and discussed various preliminary cost estimates, the stations and the different modalities, which will be nailed down within the next couple of months. They will also be holding about seven community meetings for community input. By this summer they should have some solid outlooks on the corridor.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:35 A.M.

Ramsey County Regional Railroad Authority

1

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **03/13/2012**

Regional Railroad Authority Meeting Date: _____

***SUBJECT*: Comments on the Federal Transit Administration New Starts Notice of Proposed Rulemaking**

EXECUTIVE SUMMARY

On January 25, 2012, the Federal Transit Administration (FTA) published a Notice of Proposed Rulemaking (NPRM) to make adjustments in the project evaluation criteria for the New Starts program that has provided approximately 50% of the funding for Central Corridor and Hiawatha light rail lines and the North Star commuter rail project. Comments are due by March 26, 2012. The new regulation would simplify and speed up the process and be more understandable for the public. FTA has worked with various industry organizations on the new rule and it reflects many industry initiatives. It also replaces the Cost-Effectiveness Index (CEI) with simpler measures of efficiency and effectiveness. Any changes made by the FTA as a result of the NPRM will only impact New Starts projects that have not received a full funding grant agreement.

Staff has drafted the attached comment letter on the NPRM.

ACTION REQUESTED

Authorize Ramsey County Regional Railroad Authority Chair to submit comments to the Federal Transit Administration on the New Starts Notice of Proposed Rulemaking.

1

***SUBJECT*: Comments on the Federal Transit Administration New Starts Notice of Proposed Rulemaking**

ATTACHMENTS:

Draft comments letter on the New Starts NPRM

PREVIOUS ACTION:

N/A

COUNTY MANAGER'S COMMENTS:

The New Starts program has been vitally important to Ramsey County and the region. Streamlined regulation will help to implement projects in a cost-effective manner.

***SUBJECT*: Comments on the Federal Transit Administration New Starts Notice of Proposed Rulemaking**

Regional Railroad Authority – Authorized Signature	Date
	3/6/12

Budgeting & Accounting – Authorized Signature	Date
	3/6/12

County Attorney – Authorized Signature	Date
	3-5-2012

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

***SUBJECT*: Comments on the Federal Transit Administration New Starts Notice of Proposed Rulemaking**

Draft Resolution

WHEREAS, The Federal Transit Administration issued Notice of Proposed Rulemaking for the New Starts program on January 25, 2012; and

WHEREAS, The New Starts program provides significant funding for major transit projects in the region; and

WHEREAS, The revised rules should streamline the development of New Starts projects; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to submit comments to the Federal Transit Administration on the New Starts Notice of Proposed Rulemaking.

4

Attachment

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

March 13, 2012

U.S. Department of Transportation
Docket Operations, M-30
1200 New Jersey Avenue, SE
West Building, Ground Floor
Room W12-140
Washington, DC 20590-0001

Re: Docket Number FTA-2010-0009

Dear Docket Clerk:

The Ramsey County Regional Railroad Authority (RCRRA) serves the eastern portion of the Twin Cities metro area and is focused on the development of effective rail transportation for the region. It led the early project development efforts for the Central Corridor light rail line, now under construction, and is renovating the historic Union Depot in downtown St. Paul for Amtrak and other transportation providers. RCRRA appreciates the opportunity to comment on the proposed rules and the Federal Transit Administration's efforts to streamline the New Starts process.

This rulemaking process has been underway since June 2010 and we encourage efforts to have the new rule in place before the end of 2012. We recognize that the new rule will still require a great deal of development of specific procedures and measures and encourage FTA to work closely with industry groups as it develops policy guidance to implement the new rules. As an arm of county government, RCRRA is particularly supportive of the proposed changes that both speed up a project and make the decision process more transparent to the public. We understand that these changes are based on current law, not on the content of whatever new authorization bill is passed. It is helpful that the House and Senate versions of the New Starts portions of the new authorization legislation are similar to this proposed regulation.

The congressionally required evaluation criteria remain in the Notice of Proposed Rulemaking (NPRM) but the implementation is streamlined and improved. RCRRA recommends that the following changes are particularly important and should stay in the Rule:

- The proposed change that evaluates the project against a status quo or "no build" alternative is an important change that will make analysis of alternatives more consistent with the environmental process, more transparent to the public, and less expensive to conduct. The prior method of creating a "baseline" alternative to measure the project against created confusion and did not provide useful information to the public.

- The new regulation eliminates the complicated user benefits measure that relied on travel demand modeling and replaces it with a simpler ridership and annualized cost per passenger projection as a cost-effectiveness measure. This should benefit the more urban corridors that typically have higher ridership potential. The proposal to use a weighted measure that emphasizes the benefits to areas that are more transit dependent is a good way to recognize the importance of improved transit services to those residents.

- RCRRA supports the concept of allowing certain "betterments" such as pedestrian and energy conservation improvements to be excluded from the cost per passenger calculation.

- The new warrants approach that will allow projects that meet characteristics such as a high level of existing ridership, to receive a medium rating for some cost categories will speed project development and reduce analysis costs. It should be used where possible as proposed in the NPRM.

- The proposal to calculate the annualized capital and operating cost of increased capacity to the transportation network using the concept of place-mile should be a useful measure of operating efficiencies at both the federal and local level.

In general, RCRRA strongly supports FTA's efforts to create a faster, more accurate, and more understandable New Starts process. We look forward to working with the FTA on implementing these regulations.

Sincerely,

Jim McDonough
Chair, Ramsey County Regional Railroad Authority

Ramsey County Regional Railroad Authority

2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **03/13/2012**

Regional Railroad Authority Meeting Date: _____

***SUBJECT*: Union Depot Renovation Project Term Sheets with Canadian Pacific Railway and Union Pacific Railway**

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has committed to renovating the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes the construction of rail and platforms for the introduction of passenger rail service. Initially the passenger rail service will consist of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago.

Prior to the Empire Builder serving the Union Depot, track improvements must be made to the existing freight rail network to allow the train to access the station and to mitigate impacts caused by the new station stop. Staff has been working with Mortenson Construction and the BNSF Railway (BNSF), Canadian Pacific Railway (CP), Union Pacific Railroad (UP), Amtrak, the Federal Railroad Administration (FRA), and Minnesota Department of Transportation (Mn/DOT) to identify the necessary improvements and to develop preliminary track plans for the approval of BNSF, CP, UP, FRA, Mn/DOT, and Amtrak.

The Union Depot Renovation Project Term Sheets identify and formalize the improvements necessary for the introduction of Amtrak service into the Union Depot as well as which party is responsible for the design and construction of each infrastructure improvement. In order for final track design, signal design, and construction to begin on the track improvements, a Term Sheet must be signed by the RCRRA and each freight railroad.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve the Term Sheet between the RCRRA and Canadian Pacific Railway
2. Approve the Term Sheet between the RCRRA and Union Pacific Railroad
3. Authorize the Chair to execute the Term Sheets on behalf of the RCRRA

***SUBJECT*: Union Depot Renovation Project Term Sheets with Canadian Pacific Railway and Union Pacific Railway**

(Executive Summary continued)

While the Term Sheets do not commit the RCRRA to the expenditure of funds, they do identify future agreements between the RCRRA and the freight railroads that will have a fiscal impact on the RCRRA. These agreements include:

- Engineering/Public Project Reimbursement Agreement
  This Agreement will be between the RCRRA and each individual freight railroad. This agreement will commit the RCRRA to funding the final design for track work and signal design. Without this agreement, design of the improvements identified in the Term Sheet will not be completed.

- Construction Agreement
  This agreement will be between the RCRRA and each individual freight railroad. It will commit the RCRRA to providing funding to each railroad for the construction of the improvements identified in the Term Sheet and designed in accordance with each freight railroad's Engineering or Public Project Reimbursement Agreement with the RCRRA. Without this agreement, ordering of materials and their installation on the freight railroad right-of-way will not occur.

- Operating and Maintenance Agreement
  This agreement will be between the RCRRA and each individual freight railroad and will determine funding responsibilities for ongoing operating and maintenance costs for the improvements identified in the Term Sheets.

In addition to the agreements between the freight railroads and the RCRRA, there will be agreements between the freight railroads and Amtrak that govern access to freight track for Amtrak trains and between the freight railroads on how to hand-off trains between each railroad due to the complexity of the wye area to the east of the Union Depot.

In order for final track design, signal design, and construction to begin on the track improvements, a Term Sheet must be signed by the RCRRA and each freight railroad. Following the execution of the individual Term Sheets, the RCRRA will need to enter into an engineering agreement with each railroad so that they can complete track and signal design.

*The Term Sheets for CP and UP are attached. The BNSF Term Sheet will be brought to the RCRRA Board on March 20th.

***SUBJECT*: Union Depot Renovation Project Term Sheets with Canadian Pacific Railway and Union Pacific Railway**

ATTACHMENTS:

1. Union Depot Renovation Project Term Sheet between the RCRRA and Canadian Pacific Railway
2. Union Depot Renovation Project Term Sheet between the RCRRA and Union Pacific Railroad.

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

Approval of the Union Depot Renovation Project Term Sheets allows each freight railroad to proceed with the work required to allow the Amtrak Empire Builder trains to serve the Union Depot. The agreements are necessary to formalize the track improvements and a precursor to the engineering agreements that will allow the freight railroads to undertake final track design and signal design.

***SUBJECT*: Union Depot Renovation Project Term Sheets with Canadian Pacific Railway and Union Pacific Railway**

Regional Railroad Authority – Authorized Signature	Date
	3/6/12

Budgeting & Accounting – Authorized Signature	Date
	3/6/12

County Attorney – Authorized Signature	Date
	3-5-2012

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

***SUBJECT*: Union Depot Renovation Project Term Sheets with Canadian Pacific Railway and Union Pacific Railway**

Draft Resolution

WHEREAS, 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; and

WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service; and

WHEREAS, The Empire Builder will utilize BNSF Railway (BNSF), Canadian Pacific Railway (CP), and Union Pacific Railroad (UP) track to access the Depot; and

WHEREAS, Accessing the BNSF, CP, and UP track will require capacity improvements so that the Empire Builder can maintain on-time performance without negatively impact existing freight operations; and

WHEREAS, The RCRRA has worked with BNSF, CP, and UP to develop a Union Depot Renovation Project Term Sheet (Term Sheet) that identifies the capacity improvements necessary to maintain on-time performance and mitigate the impact to freight rail operations; and

WHEREAS, A Term Sheets need to be executed between the RCRRA and BNSF, the RCRRA and CP, and the RCRRA and UP to formalize the improvements and to allow final track design and signal design to begin; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Union Depot Renovation Project Term Sheet with the Canadian Pacific Railway; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves the Union Depot Renovation Project Term Sheet with the Union Pacific Railway; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Term Sheets on behalf o the Ramsey County Regional Railroad Authority.

Ramsey County Regional Railroad Authority

2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **03/13/2012**

Regional Railroad Authority Meeting Date: _____

***SUBJECT*: Union Depot Renovation Project Term Sheets with Canadian Pacific Railway and Union Pacific Railway**

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has committed to renovating the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes the construction of rail and platforms for the introduction of passenger rail service. Initially the passenger rail service will consist of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago.

Prior to the Empire Builder serving the Union Depot, track improvements must be made to the existing freight rail network to allow the train to access the station and to mitigate impacts caused by the new station stop. Staff has been working with Mortenson Construction and the BNSF Railway (BNSF), Canadian Pacific Railway (CP), Union Pacific Railroad (UP), Amtrak, the Federal Railroad Administration (FRA), and Minnesota Department of Transportation (Mn/DOT) to identify the necessary improvements and to develop preliminary track plans for the approval of BNSF, CP, UP, FRA, Mn/DOT, and Amtrak.

The Union Depot Renovation Project Term Sheets identify and formalize the improvements necessary for the introduction of Amtrak service into the Union Depot as well as which party is responsible for the design and construction of each infrastructure improvement. In order for final track design, signal design, and construction to begin on the track improvements, a Term Sheet must be signed by the RCRRA and each freight railroad.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve the Term Sheet between the RCRRA and Canadian Pacific Railway
2. Approve the Term Sheet between the RCRRA and Union Pacific Railroad
3. Authorize the Chair to execute the Term Sheets on behalf of the RCRRA

***SUBJECT*: Union Depot Renovation Project Term Sheets with Canadian Pacific Railway and Union Pacific Railway**

(Executive Summary continued)

While the Term Sheets do not commit the RCRRA to the expenditure of funds, they do identify future agreements between the RCRRA and the freight railroads that will have a fiscal impact on the RCRRA. These agreements include:

- Engineering/Public Project Reimbursement Agreement
  This Agreement will be between the RCRRA and each individual freight railroad. This agreement will commit the RCRRA to funding the final design for track work and signal design. Without this agreement, design of the improvements identified in the Term Sheet will not be completed.

- Construction Agreement
  This agreement will be between the RCRRA and each individual freight railroad. It will commit the RCRRA to providing funding to each railroad for the construction of the improvements identified in the Term Sheet and designed in accordance with each freight railroad's Engineering or Public Project Reimbursement Agreement with the RCRRA. Without this agreement, ordering of materials and their installation on the freight railroad right-of-way will not occur.

- Operating and Maintenance Agreement
  This agreement will be between the RCRRA and each individual freight railroad and will determine funding responsibilities for ongoing operating and maintenance costs for the improvements identified in the Term Sheets.

In addition to the agreements between the freight railroads and the RCRRA, there will be agreements between the freight railroads and Amtrak that govern access to freight track for Amtrak trains and between the freight railroads on how to hand-off trains between each railroad due to the complexity of the wye area to the east of the Union Depot.

In order for final track design, signal design, and construction to begin on the track improvements, a Term Sheet must be signed by the RCRRA and each freight railroad. Following the execution of the individual Term Sheets, the RCRRA will need to enter into an engineering agreement with each railroad so that they can complete track and signal design.

*The Term Sheets for CP and UP are attached. The BNSF Term Sheet will be brought to the RCRRA Board on March 20th.

***SUBJECT*: Union Depot Renovation Project Term Sheets with Canadian Pacific Railway and Union Pacific Railway**

ATTACHMENTS:

1. Union Depot Renovation Project Term Sheet between the RCRRA and Canadian Pacific Railway
2. Union Depot Renovation Project Term Sheet between the RCRRA and Union Pacific Railroad.

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

Approval of the Union Depot Renovation Project Term Sheets allows each freight railroad to proceed with the work required to allow the Amtrak Empire Builder trains to serve the Union Depot. The agreements are necessary to formalize the track improvements and a precursor to the engineering agreements that will allow the freight railroads to undertake final track design and signal design.

***SUBJECT*: Union Depot Renovation Project Term Sheets with Canadian Pacific Railway and Union Pacific Railway**

Regional Railroad Authority – Authorized Signature	Date
	3/6/12

Budgeting & Accounting – Authorized Signature	Date
	3/6/12

County Attorney – Authorized Signature	Date
	3-5-2012

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

***SUBJECT*: Union Depot Renovation Project Term Sheets with Canadian Pacific Railway and Union Pacific Railway**

Draft Resolution

WHEREAS, 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; and

WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service; and

WHEREAS, The Empire Builder will utilize BNSF Railway (BNSF), Canadian Pacific Railway (CP), and Union Pacific Railroad (UP) track to access the Depot; and

WHEREAS, Accessing the BNSF, CP, and UP track will require capacity improvements so that the Empire Builder can maintain on-time performance without negatively impact existing freight operations; and

WHEREAS, The RCRRA has worked with BNSF, CP, and UP to develop a Union Depot Renovation Project Term Sheet (Term Sheet) that identifies the capacity improvements necessary to maintain on-time performance and mitigate the impact to freight rail operations; and

WHEREAS, A Term Sheets need to be executed between the RCRRA and BNSF, the RCRRA and CP, and the RCRRA and UP to formalize the improvements and to allow final track design and signal design to begin; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Union Depot Renovation Project Term Sheet with the Canadian Pacific Railway; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves the Union Depot Renovation Project Term Sheet with the Union Pacific Railway; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Term Sheets on behalf o the Ramsey County Regional Railroad Authority.

Attachment #1

February 28, 2012
Union Depot, St. Paul, Minnesota
Renovation Project

Term Sheet

Soo Line Railroad Company – Ramsey County Regional Rail Authority

This Term Sheet summarizes key provisions to be included in a future agreement between Soo Line Railroad Company dba Canadian Pacific ("CP") and Ramsey County Regional Rail Authority ("RCRRA") regarding the establishment of Amtrak Empire Builder service through the Union Depot ("The Depot") in Saint Paul, Minnesota. RCRRA intends to enter into similar agreements with all Class I railroads involved in station access or Amtrak operations, including Union Pacific Railroad ("UP"), BNSF Railway Company ("BNSF") and CP (collectively "The Railroads").

The current route of the Amtrak Empire Builder, trains #7 and #8, bypasses The Depot. RCRRA, through a contract with Mortenson Construction (Mortenson Team), intends to complete the Union Depot Project ("The Project") as defined subsequently in the Definition of Terms. The Project will involve renovations to existing buildings, construction of track including connections to Class 1 tracks operated by The Railroads, platforms and associated features designed to facilitate the boarding and discharging of passengers.

The Railroads and RCRRA recognize that in order to route Empire Builder trains through the proposed Station Area, modifications will also be required to the track, signal and communications systems of The Railroads in the surrounding area. It is understood that the Minnesota Department of Transportation ("MnDOT") expects these modifications as well.

The purpose of this document is to identify the required improvements to be made and define operating parameters for design, construction and financial planning for The Project. This Term Sheet and the agreements which will embody it are expressly understood to permit access to The Depot Terminal Area only by Amtrak trains #7 and #8, in its current and projected configurations, or their successors and not by additional passenger trains. Should additional passenger trains serve The Depot additional analysis will be necessary to identify the required improvements to allow for their access to The Depot.

In the event that Amtrak discontinues Empire Builder service, this Term Sheet and subsequent agreements related to The Project will allow RCRRA or other competent authority to pursue the provision of intercity passenger train service to The Depot on a service frequency comparable to the existing Empire Builder by another operator, pursuant to an agreement between CP and such operator.

RCRRA and CP acknowledge that the Union Depot Railroad Approval Layout Set (Figure 3) represents preliminary engineering of the track improvements identified in Figures 1 and 2 of this Term Sheet.

RCRRA and CP acknowledge that no provision of this Term Sheet or subsequent agreements related to The Project are intended to or will be construed as to restrict Amtrak's authority to enter into agreements with The Railroads to provide additional service to The Depot under 49 USC Sec. 24308.

Notwithstanding any other provision of this Term Sheet, none of the Parties shall have any binding, legal obligations hereunder unless and until the definitive agreements identified in Section H that incorporate the understandings contained in this Term Sheet have been executed and delivered by the Parties. Should the Parties fail for any reason to agree and sign such definitive agreements, the Parties shall have no further obligation whatsoever to one another with respect to the subject matter of this Term Sheet.

Definition of Terms

Union Depot ("The Depot") – The Union Depot is the entire 33-acre complex of buildings, track, platforms, roadways, parking lots and other facilities that are or will be on property owned by the Ramsey County Regional Rail Authority (RCRRA) and used to support the operation of an intercity passenger rail station. (See Figure 1).

Terminal Buildings – The Terminal Buildings are that part of the Union Depot that includes the Head House and the Concourse.

> **Head House** – The Head House is the building located on the block bounded by 4th Street East, 5th Street East, Sibley Street North and Wacouta Street North.
>
> **Concourse** – The Concourse is the building located south of the Head House, a portion of which is elevated over the area to be used for tracks, platforms and passenger pick-up and drop-off, and includes the elevated connection between the Head House and the Concourse that crosses Kellogg Boulevard.

Terminal Area – The Terminal Area is that part of the Union Depot that includes the Terminal Tracks, platforms and other facilities that are or will be constructed on RCRRA property between Kellogg Boulevard and tracks owned by The Railroads but not including the Terminal Buildings.

Union Depot Project ("The Project") – The Union Depot Project refers to those activities being undertaken by RCRRA that involve the renovation of the Terminal Buildings; the construction of tracks, platforms and other facilities within the Terminal Area and the construction/renovation of other facilities, structures and systems necessary for the operation of an intercity passenger station within the property owned by the RCRRA, including those track and signal modifications associated with Class I Tracks and described herein.

Terminal Tracks – The Terminal Tracks are all the railroad tracks that will be located on RCRRA property in the Terminal Area. These tracks are identified as 'Track 1', 'Track 2', 'Track 3', and the Tail Track on Figure 1.

The Railroads – For the purposes of this document, reference to The Railroads will specifically include the BNSF Railway (BNSF), the Canadian Pacific Railway (CP) and the Union Pacific Railroad (UP).

Class I Tracks – The term Class I Tracks will refer to all of the tracks on property owned by The Railroads. Tracks owned by a specific railroad will be referred to using the name of the railroad (i.e. CP Tracks, UP Tracks or BNSF Tracks.)

SPUD Track – The track known as the SPUD Track or St. Paul Union Depot Track is the Class I track closest to RCRRA property (see Figure 1). It is owned jointly by all three Class I railroads (UP, CP and BNSF) but is operated and maintained by the Union Pacific RR.

DTMF – Dual Tone Multi Frequency

Union Depot Railroad Layout Approval Set – Refers to Railroad Layout Approval Set for state project nos. 091-595-023, 091-595-24, and 091-595-025 that was signed by UP, BNSF, CP, Amtrak, the Federal Railroad Administration, Mn/DOT, and the RCRRA dated January 26, 2012.

The key issues are organized into the following categories merely to facilitate reference:

A. Switch and Track Modifications
B. Signal and Communications Modifications
C. Design and Construction
D. Dispatching
E. Operations and Maintenance
F. Design and Construction Funding
G. Access
H. Additional Agreements and/or Amendments to Existing Agreements Prior to Startup
I. Construction Schedule

A. Switch and Track Modifications

1. Terminal Tracks and Connections	<u>*West Terminal Lead*</u> – A power switch (a switch that can be operated from a central dispatch center or operated manually by a qualified Railway employee) will be installed on the west end of the Terminal Area that will connect the West Terminal Lead to the CP 1 to SPUD Track Crossover just west of the point where the existing SPUD Track turns south to cross the Robert Street Lift Bridge. The installation of this switch will facilitate rapid and efficient access to the Terminal Area by Amtrak trains. (Figure 1; Item 1).

East Terminal Lead – A power switch will be installed on the east end of the Terminal Area that will connect the East Terminal Lead to the SPUD Track. The installation of this switch also will facilitate rapid and efficient access to the Terminal Area by Amtrak trains.
(Figure 1; Item 2).

Terminal Track – Two new terminal tracks will be constructed of sufficient length for the Amtrak Trains 7 & 8 to discharge and load passengers without fouling the SPUD Track, CP 1 Track or access of passenger trains to planned future tracks.

A portion of a third terminal track will be constructed on the West end of the Terminal Area for approximately 500 feet eastward and stub-ended at this time. Plans for this third terminal track and any subsequent track changes or additions will be subject to prior BNSF, CP, UP and Amtrak approval.

Tail Track -A Tail Track is to be constructed on the East end of the Terminal Area that connects to Terminal Track 1 and Terminal Track 2 at the location of the East Terminal Track 1/Terminal Track 2 switch. This switch, which will be a double slip switch, will allow the movement of trains between:

1) Terminal Track 1 and the Tail Track
2) Terminal Track 1 and the East Terminal Lead
3) Terminal Track 2 and the Tail Track
4) Terminal Track 2 and the East Terminal Lead

The Tail Track will be 1,042 feet long and extend from the Terminal Track 1/Terminal Track 2 switch to the east and northeast in a curving manner that keeps it parallel to the west leg of the wye. The northeast end of the Tail Track will not be connected to the west leg of the wye, or any other track, and just dead end. The purpose of the Tail Track is to allow switching between Terminal Track 1 and Terminal Track 2 without requiring the use of the adjacent SPUD Track.

A private at-grade crossing across the Tail Track will be provided east of the East Terminal Lead/SPUD switch that allows railroad motor vehicles to cross both the SPUD track and the Tail Track, providing Railroad operating and maintenance personnel access to the UP, CP and BNSF tracks in the vicinity.

A private access point will be provided to the west of the Terminal Area that allows railroad motor vehicles providing Railroad operating and maintenance personnel access to SPUD,

BNSF, CP and UP tracks in the vicinity.

Crossing warning signage will be installed on the private access road.

2. CP 1/SPUD Crossover

CP 1/SPUD Crossover – To connect the West Terminal Lead to the CP 1/SPUD Crossover track, the existing #10 switches on either end of the existing CP/SPUD Crossover will be replaced with #11 switches at their current locations..

This crossover replacement is necessary to maintain existing freight routing options. Powering of the switches is not only necessary for the efficient movement of passenger trains, but will expedite freight movements in the vicinity of the Terminal Area, reducing potential freight-passenger conflicts in the area. (Figure 1; Item 3).

3. Modifications to Existing Switches

Southwest Wye Switch – The switch between the South leg of the wye and the SPUD track will be reconstructed or replaced at its current location and powered. The reconstruction or replacement and powering of this switch is necessary to avoid passenger trains having to stop while an employee detrains and manually operates the switch, an arrangement that would not be acceptable to Amtrak nor the freight railroads. The power switch will facilitate rapid and efficient movement of both passenger and freight trains through the wye and will reduce potential freight-passenger conflicts in the area.
(Figure 1; Item 4).

Southeast Wye Switch – The switch between the South leg of the wye and the BNSF Main Track 2, which leads to CP Main Track 2 to the east, will be reconstructed or replaced and powered. The reconstruction or replacement and powering of this switch will facilitate freight and passenger movements as described above.
(Figure 1; Item 5).

State Street Industrial Lead (SSIL) – The switch on the UP State Street Industrial Lead that connects the single track north of Plato Blvd. to a double track section towards the south will be reconstructed or replaced and powered and operable by radio from locomotives or by personnel on the ground. The reconstruction or replacement and powering of this switch will expedite UP freight movements in the vicinity of the Terminal Area thereby reducing the potential of freight-passenger conflicts.

(Figure 1; Item 6).

UP Main Track Connection to CP Main –The switch between the CP 2 track and the UP Main underneath the Warner Road viaduct will be reconstructed or replaced and DTMF. The reconstruction or replacement and powering of this switch will enable UP crews to move freight trains between the UP Hoffman Yard and the CP 2 track without stopping to manually operate the switch. The expedited movement of these trains reduces potential freight-passenger train conflicts in the vicinity of the Terminal Area.

Plans for these tracks and any subsequent track changes or additions would be subject to prior BNSF, CP and UP approval pursuant to the Hoffman Avenue Interlocking Agreement. (Figure 1; Item 7 and Figure 2; Item 7)

CP 1 to CP2 Right-hand Manual Crossover – The CP 1 to CP 2 manual crossover located west of the existing CP 2 to UP Main Switch will be relocated 100 feet to the west to satisfy current standards for the separating of switches. The crossover will continue to be manually operated (Figure 1; Item 9 and Figure 2; Item 9).

4. Track Reconstruction

South Leg of Wye – The south leg of the wye will be reconstructed to standards consistent with passenger train service.
(Figure 1; Item 8).

SPUD Track – A short segment of the "SPUD Track" between the Southwest Wye switch and the East Terminal Lead switch will be reconstructed as a consequence of installing the East Terminal Lead switch and reconstructing the Southwest Wye switch. This is necessary to sustain efficient passenger train operation.
(Figure 1; Items 2 & 4).

5. Switch Control

Except as noted above *(CP 1 to CP 2 Right-hand Manual Crossover)* All switches installed or reconstructed related to this Project will be power or DTMF switches and equipped with snow melting devices.

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B. Signal and Communications Modifications

1. CP-operated track

Except as otherwise indicated the switches on CP-operated track that will be constructed as part of this Project will be connected to the CP dispatch center and integrated into the CP Centralized Traffic Control (CTC) signal system. These include the:

- *West Terminal Lead Switch* (Figure 1; Item 1).
- *Crossover switches and signals attached to CP 1 and SPUD track crossover.*

The connection and/or integration of these switches will facilitate efficient passenger train movements to and from the Terminal Area.

The switch between the CP 2 track and the UP Main underneath the Warner Road viaduct will be DTMF and operation of this switch will be requested from the CP Yardmaster, not by the CP dispatch center. (Figure 1; Item 7)

2. UP-operated track

All of the switches on the east end of the Terminal Area will be connected to the UP dispatch center and integrated into the signal system. These include the:

- *East Terminal Lead* (Figure 1; Item 2).
- *The Southwest Wye switch (Figure 1 Item 4) and the Southeast Wye switch (Figure 1 Item 5)* - These switches will require communication between UP and BNSF to regulate the flow of trains.

The following switch, which is currently operated by hand throw, will be configured as manual interlocker with a power switch controlled by a dispatcher.

- *State Street Industrial Lead (SSIL)* –The switch that connects the two SSIL tracks to the single track north of Plato Blvd. (Figure 1; Item 6).

The connection and/or integration of these switches will facilitate efficient passenger train movements to and from the Terminal Area.

3. BNSF-operated track

The following switch is currently operated by hand throw and will be modified to power and will have a snow melting device added and connected to the BNSF dispatch center.

- *Southeast Wye Switch* – The connection between the south leg of the wye and BNSF/CP Main Track 2. (Figure 1; Item 5).

The Southwest Wye switch (Figure 1 Item 4) and the Southeast Wye switch (Figure 1 Item 5) – These switches will require communication between UP and BNSF to regulate the flow of trains.

The connection and/or integration of these switches will facilitate efficient passenger train movements to and from the Terminal Area.

4. Positive Train Control

The Parties agree that prior to completion of preliminary engineering for any signal or communications installation that impact the Terminal Tracks and their connections to the Railroads owned and controlled property, the Parties shall agree as to the responsible entities for complying with the federal regulatory requirements related to Positive Train Control. Such an agreement shall be submitted to the FRA for comment prior to finalization.

C. Design and Construction

1. Mortenson Team

The Mortenson Team, under RCRRA's direction, will be responsible for engineering and final design of the Terminal Buildings and the Terminal Area, excluding those systems related to Class I Railroad signals and communication.

The Mortenson Team will also be responsible to consult with the Railroads on how designs are to be created: particularly those related to track. The Terminal Area specifications must be compatible with the Railroads' specifications on all components of the Union Depot Project that may affect Class I Railroad operation or the design and installation of signals.

Amtrak, UP, CP, BNSF, Mn/DOT, and USDOT will review, inspect and approve any preliminary engineering and route and aspect charts managed by the Mortenson Team. Amtrak, UP, CP and BNSF, and Mn/DOT will review, inspect and approve any final design and construction managed by the Mortenson Team. It is expected that all engineering design plans will be presented to Amtrak, each of the Railroads, RCRRA, and Mn/DOT for signature if accepted, USDOT would be expected to review and accept or reject the final design, but will not sign the final design

plans.

The Mortenson Team will require a right of entry permit from the controlling Railroad for any work on Railroad property.

2. Railroads General

The parties acknowledge that engineering/design agreements will confirm which party will own, design, construct, operate and maintain the improvements outlined in this term sheet. This will include connectivity for dispatching operations.

The Railroads acknowledge the need to coordinate the engineering/design and construction of the improvements identified in Figures 1, 2, and 3. Subject to the agreement of the Railroads, it is proposed that CP would be the lead railroad in ensuring that this coordination occurs on those improvements that impact multiple railroads.

3. Union Pacific Railroad

UP will be responsible for engineering and final design of any signal and communications work on UP property.

UP will be responsible for engineering and final design of any track work on UP owned, dispatched, or controlled property.

UP will be responsible for the installation of the East Terminal Lead switch and the Southwest Wye switch UP will be responsible for the integration of the East Terminal Lead switch and the Southwest Wye switch into the UP signaling and dispatch system.

UP will be responsible for the removal of the East #10 switch on the CP 1/SPUD crossover and its replacement with a #11 switch. CP will be responsible for the removal of the West #10 switch on the CP 1/SPUD crossover and its replacement with a #11 switch. CP will be responsible for integration of the CP 1/SPUD crossover into the CP signaling and dispatch system.

UP will be responsible for upgrading track from the insulated joint west of the Southeast Wye switch (where UP and BNSF dispatching interface) to the East Terminal Lead switch.

UP will be responsible for the installation of the State Street Industrial Lead switch south of Plato Blvd and its integration with the UP communications system.

4. Canadian Pacific

CP will be responsible for engineering and final design of any signal and communications work on CP property.

CP will be responsible for engineering and final design of any track work on CP owned, dispatched, or controlled property.

CP will be responsible for the installation of the West Terminal Lead switch and derail (subject to determination in final design that the derail is required), and will work with UP to complete removal of the existing SPUD/CP crossover and installation of the new SPUD/CP crossover and its integration into the CP signaling and dispatch system.

UP will be responsible for the removal of the East #10 switch on the CP 1/SPUD crossover and its replacement with a #11 switch. CP will be responsible for the removal of the West #10 switch on the CP 1/SPUD and its replacement with a #11 switch. CP will be responsible for integration of the CP 1/SPUD crossover into the CP signaling and dispatch system.

CP will be responsible for the installation of the CP 2 to UP Main DTMF Switch. (Figure 1; Item 7 and Figure 2; Item 7).

CP will be responsible for the relocation of the CP1 to CP 2 Right-hand Manual Crossover that is currently located just west of the CP 2 to UP Main Switch (Figure 1; Item 9 and Figure 2; Item 9). Crossover will remain hand throw and will not be incorporated into the dispatch system.

5. BNSF Railway

BNSF will be responsible for engineering and final design of any signal and communications work on BNSF property.

BNSF will be responsible for engineering and final design of any track work on BNSF owned, dispatched, or controlled property. BNSF will be responsible for construction of the Southeast Wye switch and track along the south leg of the wye from the Southeast Wye switch up to the location of the insulated joint separating BNSF and UP track control.

6. Construction Staging

Construction and implementation of track, signal and communications equipment will be coordinated between Mortenson and the Railroads for the Terminal Area so as to minimize impact to Amtrak and freight operations.

D. Dispatching

1. West end of Terminal Area

CP will dispatch and control all switches installed in CP track. This will include the West Terminal Lead Switch (Figure 1; Item 1) and the CP 1 to SPUD Track Crossover (Figure 1; Item

3).

2.	East end of Terminal Area	Other than the CP 1 to SPUD Track Crossover (which will be dispatched and controlled by CP), UP will dispatch and control all switches installed in UP track and the SPUD Track. This would include the East Terminal Lead Switch and the Southwest Wye Switch that connects to the SPUD track.
3.	Southeast Wye Switch	BNSF will dispatch the Southeast Wye Switch that connects to the South leg of the wye and the BNSF Main 2 tracks
4.	CP 2 to UP Main Switch	The CP Yardmaster will continue to authorize the use of the DTMF switch that connects CP 2 to the UP Main.
5.	Track Assignment	Amtrak will determine the Union Depot station track to be used by all inbound trains from either direction.
6.	Depot Tracks	Terminal Tracks between the East and West Terminal Lead Switches will be controlled by the Stationmaster or Amtrak.

E. Operations and Maintenance

1.	Clearance of mainline	The Terminal Track will be designed such that the Empire Builder under its current and projected configurations will clear the Railroads' mainline at both ends of the Terminal Area during loading and unloading of passengers at The Depot.
2.	Switching Responsibilities	Amtrak and/or RCRRA will be responsible for switching in the Terminal Area either by performing these functions directly or arranging for these services to be provided by qualified personnel in consultation with the Railroads.
3.	Switching Procedures	Switching that occurs in the Terminal Area will not utilize or foul the adjacent Class I mainline tracks and will not block access for arriving and departing trains. The clear track length between the East and West Terminal Lead switches will be a minimum of 2,690 feet and the ability to switch existing and future Empire Builder trains has been documented to the satisfaction of RCRRA.
4.	Road Access	The design of modifications to track, signals and communication systems will preserve existing road access to

	the main lines for maintenance and train crews.
5. Maintenance	RCRRA will be responsible for maintenance of The Depot. RCRRA will be responsible, at no expense to CP, for maintenance of track, signal and communications systems and utilities within the Terminal Area either by performing these functions directly or arranging for these services to be provided in consultation with the Railroads. CP will be responsible for maintenance of track, signal and communications systems located on CP property. RCRRA will reimburse CP (or arrange for CP to be reimbursed) for the incremental cost CP incurs to maintain the improvements installed or modified to accommodate Amtrak Empire Builder trains #7 & #8 as outlined in this Agreement. All improvements must be maintained at the level to which they were implemented for a term of 20 years from the date they were put into service. If service is discontinued, improvements must be maintained for a period of one year allowing for resumption of service at same level of operations as Amtrak.

F. Design and Construction Funding

1. Funding	RCRRA will be responsible for all costs associated with the design and construction of the track, signal and communications modifications outlined in this document. Railroad expense for participation in engineering and final design and other project planning shall be a reimbursable expense paid for by RCRRA. This expense will be determined as part of additional agreements between the RCRRA and CP, the RCRRA and UP, and the RCRRA and BNSF.
2. RCRRA Right to Review	RCRRA, MNDOT and USDOT will review and approve designs prepared and force account costs advanced by CP.

G. Access

1. Amtrak operations into The Depot	CP agrees that the improvements identified herein are sufficient to support access to The Depot by Amtrak trains 7 and 8 or their successor and CP agrees to work with Amtrak and RCRRA

to develop an operating agreement or an amendment to an existing operating agreement to permit access to The Depot by Amtrak trains #7 and #8 or their successors for a period of not less than 20 years from the date the Depot Project is placed in service.

Except as otherwise agreed by the parties and Amtrak, CP agrees that the Terminal Tracks are for the exclusive use of passenger services. With the permission of RCRRA and Amtrak, CP may occupy the Terminal Tracks in emergency situations or for freight storage, set off or pick up.

Note: The longest Empire Builder trains projected by Amtrak (1,740 feet) can be accommodated on either Terminal Track 1 or Terminal Track 2 but not without blocking access by other trains to Terminal Tracks 1 or 2.

H. Additional Agreements and/or Amendments to Existing Agreements Prior to Startup

The following implementing agreements involving the Railroads are proposed:

1. Engineering Agreement	CP will require execution of an engineering agreement before initiating any work (including signal design) related to the Project.
2. Construction and Maintenance Agreement	An agreement or agreements to cover CP construction and subsequent maintenance of the planned improvements on CP property.
3. Amtrak/CP Operating Agreement	An operating agreement or an amendment to an existing operating agreement between Amtrak and CP is required prior to start up of Amtrak service at the Terminal Area.
4. BNSF/CP Paired Main Agreement	Amtrak will continue to operate the Empire Builder on the BNSF/CP Paired Main as CP's admitee. In order to route the Empire Builder through the proposed Station Area, Amtrak will use a portion of the Paired Main between Hoffman Avenue and Division Street and use the Southeast Wye Switch. This operational change does not require amendment of the Paired Main Agreement.
5. Hoffman Avenue Interlocking Agreement	A letter of consent would need to be executed among BNSF, CP, and UP for any changes contemplated to the Hoffman Avenue Interlocker as a result of this Project.

I. Construction Schedule

1. Final Designs Complete	Final Terminal Track design plans will be prepared by the Mortenson team under the direction of RCRRA and approved by USDOT. These final design plans will be available by March 15, 2012. Final track design and signal/communication plans for track owned, dispatched, or controlled by BNSF will be prepared by BNSF. Final track design and signal/communication plans for track owned, dispatched, or controlled by CP will be prepared by CP. Final track design and signal/communication plans for track owned, dispatched, or controlled by UP will be prepared by UP.
2. Design, Construction & Maintenance Agreements Executed	These agreements will address the requirements in 49 U.S.C. § 24405 (c), design, construction, on-going maintenance, operational issues and reimbursement to the Railroads by RCRRA.
3. Signal and Communications Design	Subject to final agreement to proceed and implementation of necessary agreements, CP will complete the signal and communications design.

Agreed by:

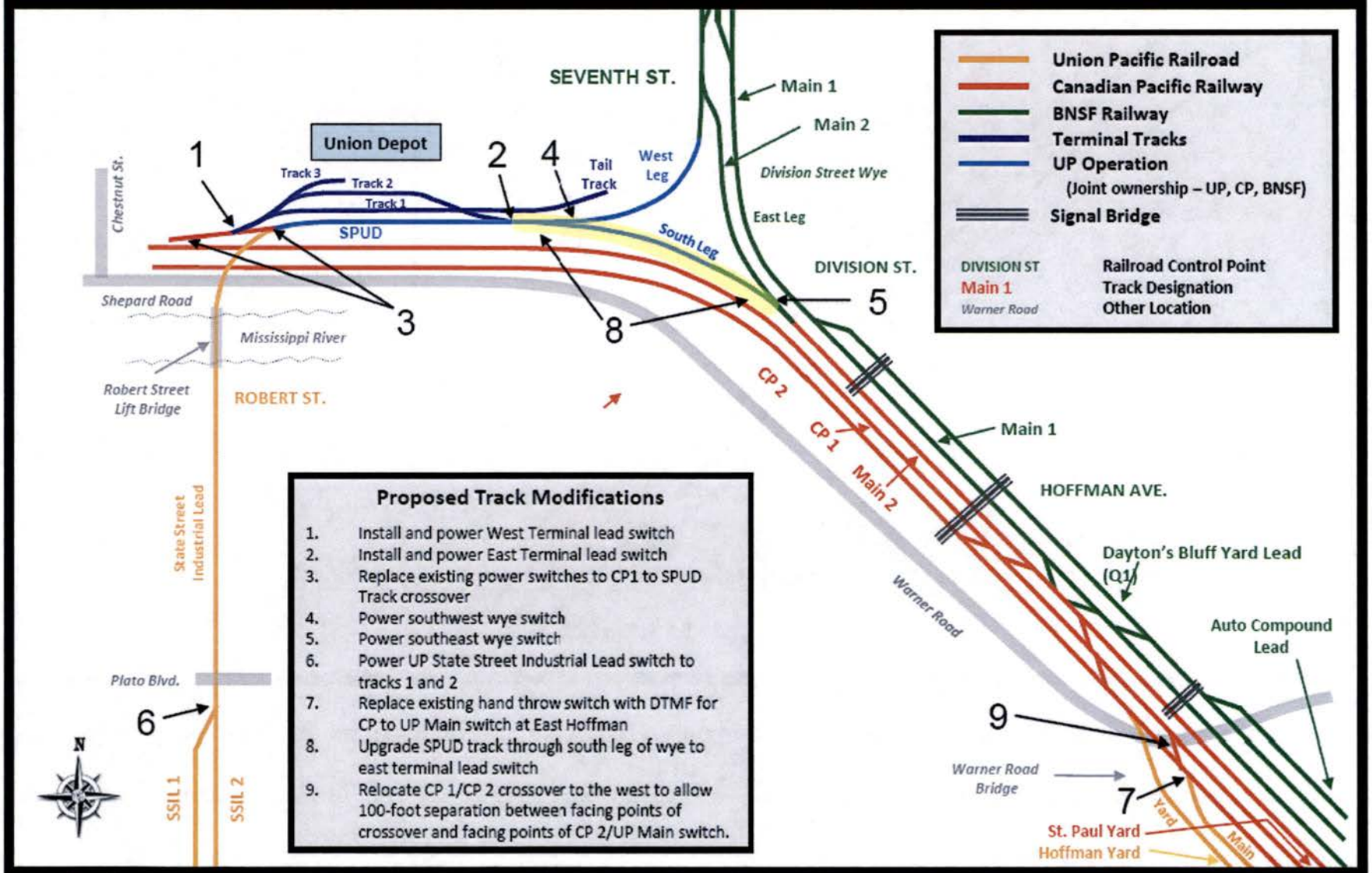
_____
Signature and Date

Name: _____
Title: _____
Ramsey County Regional Railroad Authority

_____
Signature and Date

Name: _____
Title: _____
Soo Line Railroad Company
dba Canadian Pacific

Figure 1:
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/8/11



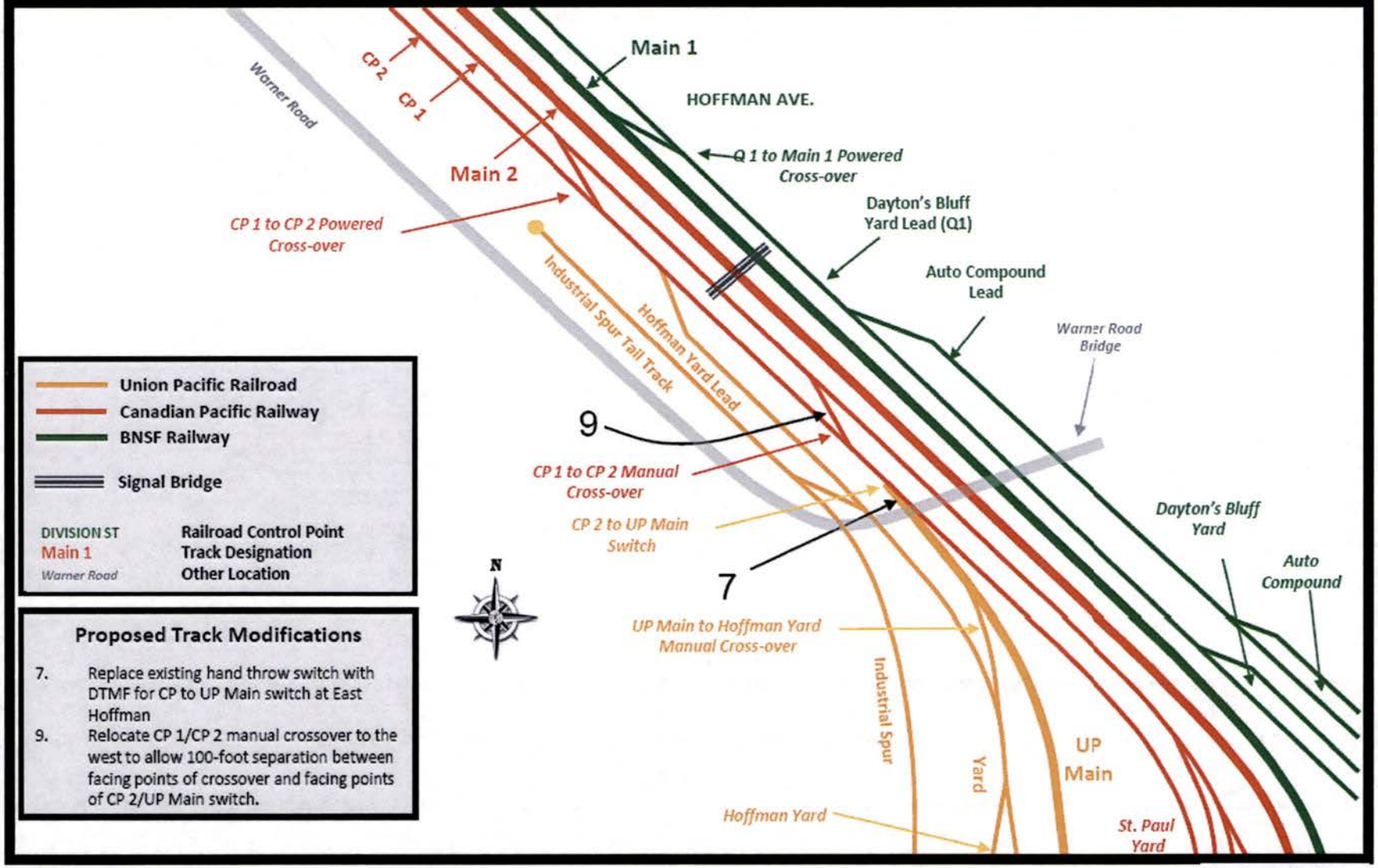
Proposed Track Modifications

1. Install and power West Terminal lead switch
2. Install and power East Terminal lead switch
3. Replace existing power switches to CP1 to SPUD Track crossover
4. Power southwest wye switch
5. Power southeast wye switch
6. Power UP State Street Industrial Lead switch to tracks 1 and 2
7. Replace existing hand throw switch with DTMF for CP to UP Main switch at East Hoffman
8. Upgrade SPUD track through south leg of wye to east terminal lead switch
9. Relocate CP 1/CP 2 crossover to the west to allow 100-foot separation between facing points of crossover and facing points of CP 2/UP Main switch.

(Note: All power and snow melter equipped switches will be integrated with the appropriate railroad's signaling and central dispatch system. The specific modifications to the signal system associated with these improvements have not been identified.)

2

Figure 2:
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/8/11



Proposed Track Modifications

7. Replace existing hand throw switch with DTMF for CP to UP Main switch at East Hoffman
9. Relocate CP 1/CP 2 manual crossover to the west to allow 100-foot separation between facing points of crossover and facing points of CP 2/UP Main switch.

(Note: All power and snow melter equippec switches will be integrated with the appropriate railroad's signaling and central dispatch system. The specific modifications to the signal system associated with these improvements have not been identified.)

Figure 3
Union Depot Railroad Approval Layout Set

MINNESOTA DEPARTMENT OF TRANSPORTATION
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

RAILROAD LAYOUT APPROVAL SET

PRELIMINARY FEB. 7, 2012 - SUBJECT TO FINAL DESIGN

THE UNION DEPOT

ST. PAUL, MINNESOTA

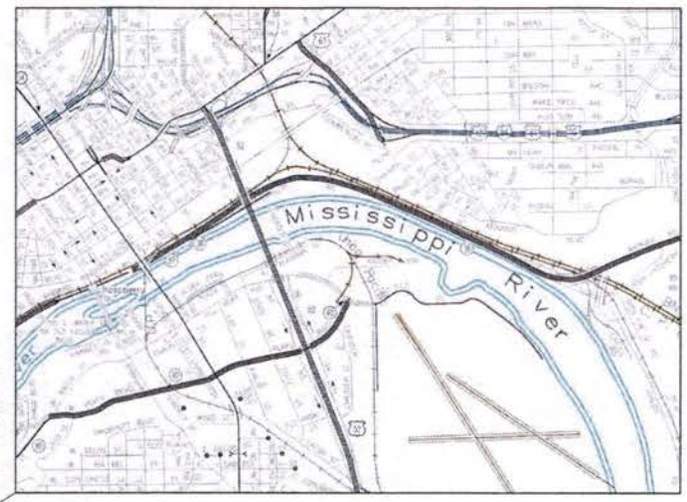
Ramsey County Regional Railroad Authority

CONSTRUCTION PLAN FOR UNION DEPOT PASSENGER RAIL SERVICE TRACK IMPROVEMENTS TO ACCOMODATE AMTRAK TRAINS 7 AND 8

STATE PROJ. NO.S 091-595-023, 091-595-24 & 091-595-025

RAILROAD LAYOUT APPROVAL SET

1	COVER SHEET
2	KEY PLAN
3-18	PROPOSED TRACK PLANS
19-20	RAILROAD ACCESS PLANS



PROJECT LOCATION
STATE: MINNESOTA
COUNTY: RAMSEY

SCALE IN FEET

LOCATION MAP 0 1000 2000

PLAN SHEET SCALES ARE BASED ON 30"X42" SHEET SIZE

MINN. PROJECT NO.s PNRS-TGR M238(001)
UDMT 6211(122)

GOVERNING SPECIFICATIONS

THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICA FOR CONSTRUCTION" AND ARCHITECTURAL-ENGINEERING MANUAL SHALL GOVERN. ALL TRAFFIC CO SIGNING AND DEVICES SHALL CONFORM TO THE MN MUTCD, INCLUDING THE FIELD MANUAL FOR TEI TRAFFIC CONTROL ZONE LAYOUTS.

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GREGORY S. BROWN
DATE: MAR. 18, 2011 MN LIC. NO. 22814

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JAMES HOSCHKA
DATE: MAR. 18, 2011 MN LIC. NO. 41266

INVOLVED RAIL CARRIERS

NAME
TITLE
SIGNATURE
REPRESENTING UNION PACIFIC CORPORATION

NAME
TITLE
SIGNATURE
REPRESENTING BNSF RAILWAY CO.

NAME
TITLE
SIGNATURE
REPRESENTING CANADIAN PACIFIC RAILWAY CO.

NAME
TITLE
SIGNATURE
REPRESENTING AMTRAK NATIONAL RAILROAD PASSENGER CORPORATION

FEDERAL RAILROAD ADMINISTRATION

NAME
TITLE
SIGNATURE
REPRESENTING FEDERAL RAILROAD ADMINISTRATION

STATE OF MINNESOTA

NAME
TITLE
SIGNATURE
REPRESENTING STATE OF MINNESOTA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

NAME
TITLE
SIGNATURE
REPRESENTING RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

SP. NO.S	RAILROAD LAYOUT APPROVAL SET	SHEET
091-595-023 091-595-024 091-595-025	COVER SHEET	1

23

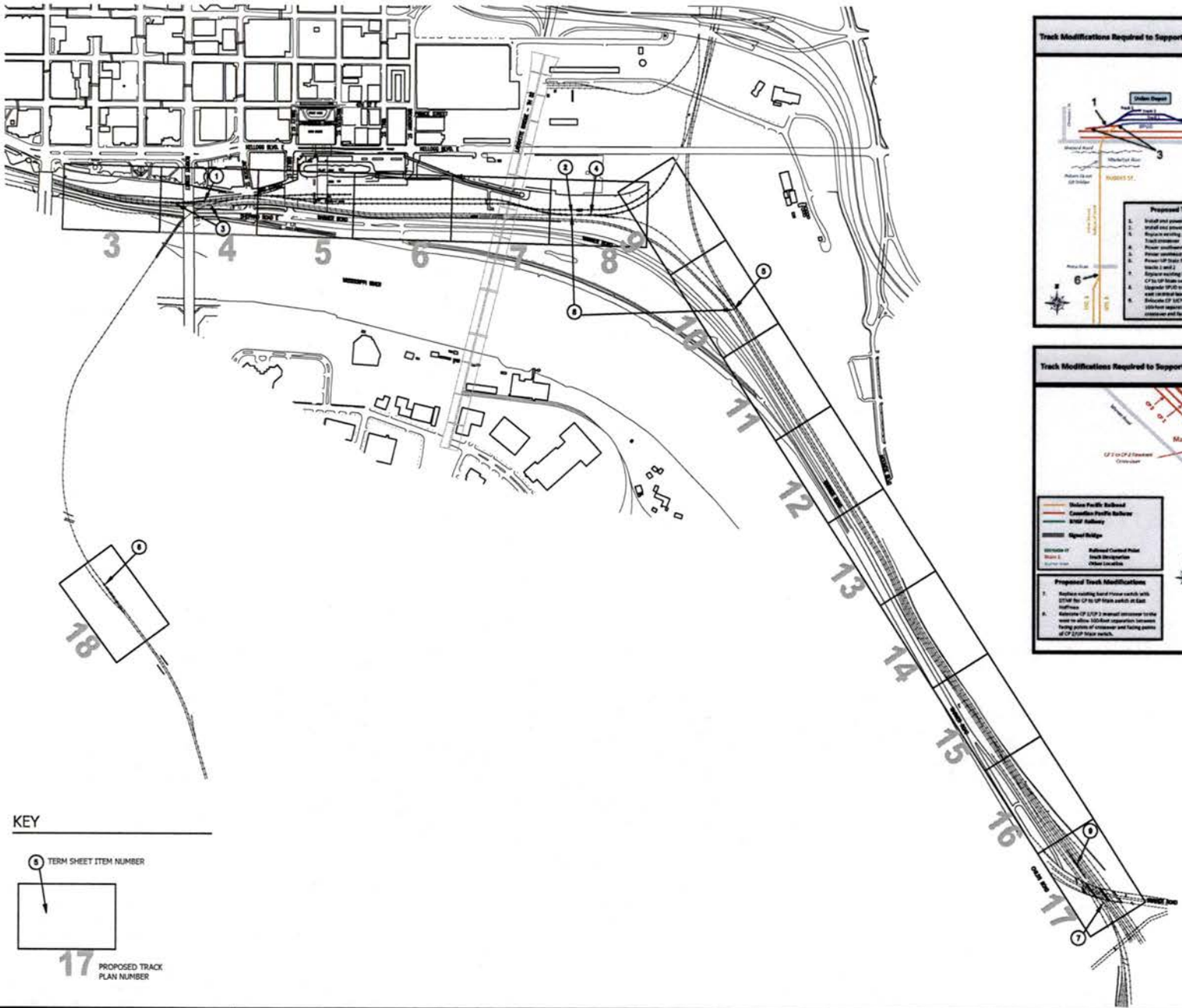


Figure 1:
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/8/11

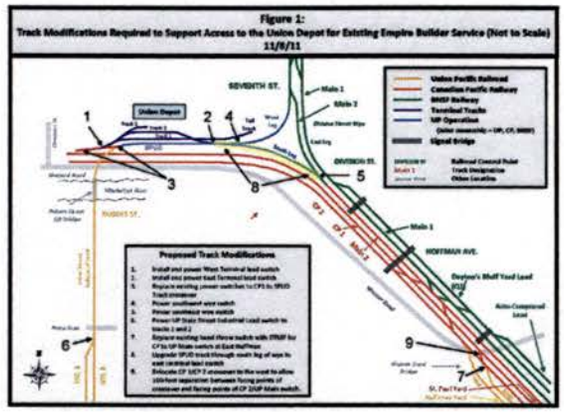
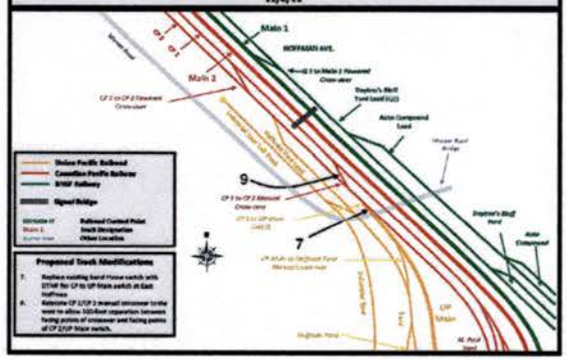


Figure 2:
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/8/11



KEY

(5) TERM SHEET ITEM NUMBER

17 PROPOSED TRACK PLAN NUMBER

he

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GREGORY S. BROWN

DATE: _____ MN LIC. NO. 22814

1 REISSUED DEC 13, 2011
2 REISSUED JAN 23, 2012

REVISION HISTORY - THIS SHEET

TRACK TERM SHEETS

COMM. NO. 31810656
SCALE 1" = 300'-0" FS
DATE APR. 18, 2011
DRAWN IBURRELL

TERM SHEET ITEMS
KEY PLAN

SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

2

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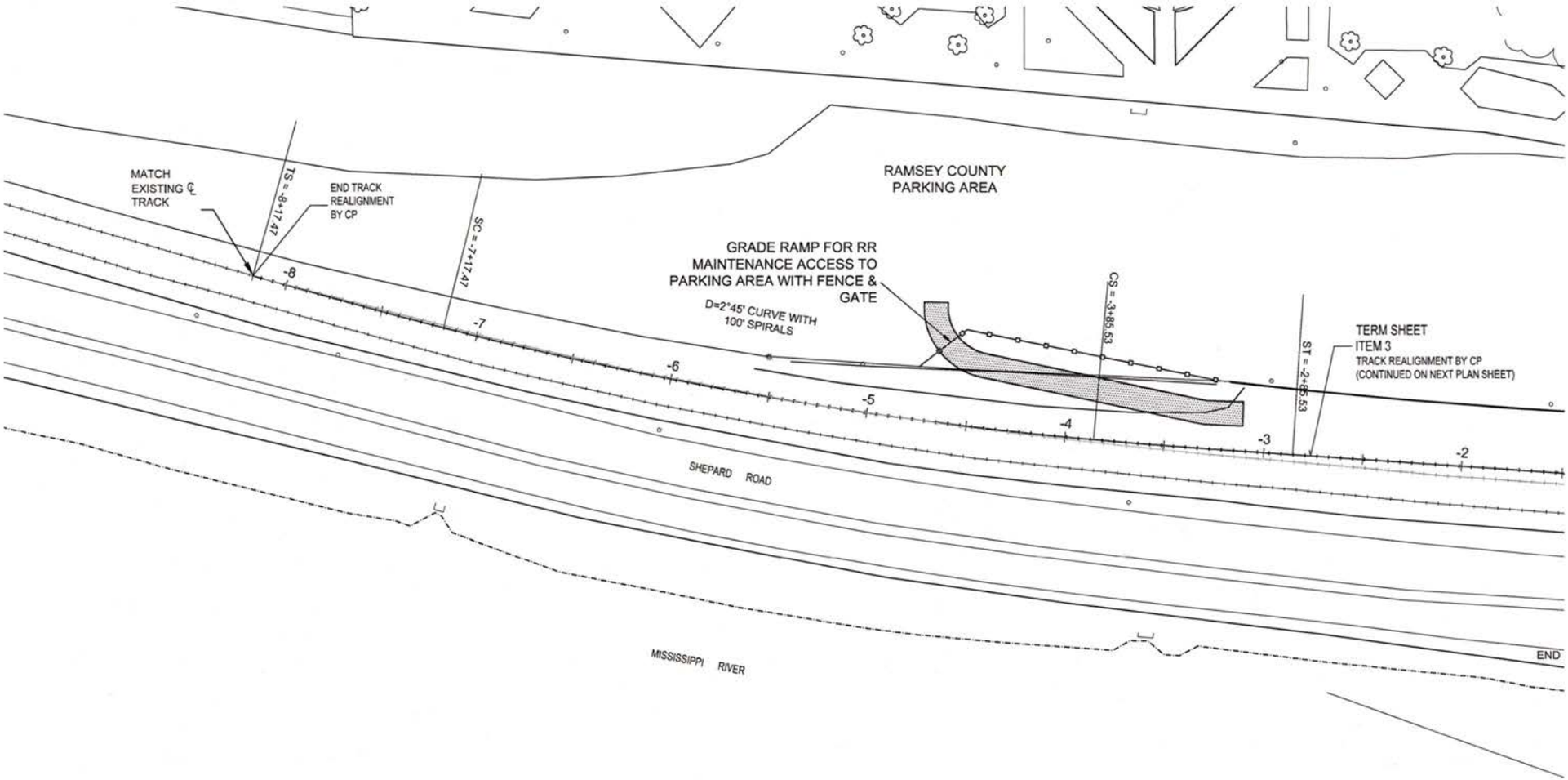

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DATE: AUG 18, 2011 MN LIC. NO. 22814

REVISION HISTORY - THIS SHEET

6/14/2011 RAILROAD PROPERTY ACCESS – URS
REISSUED DEC 13, 2011
REISSUED JAN 23, 2012

TRACK MODIFICATIONS

COMM. NO. 31810858
SCALE 1" = 50'-0" FS
DATE AUG 18, 2011
DRAWN IBURRELL

PROPOSED TRACK PLAN

SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

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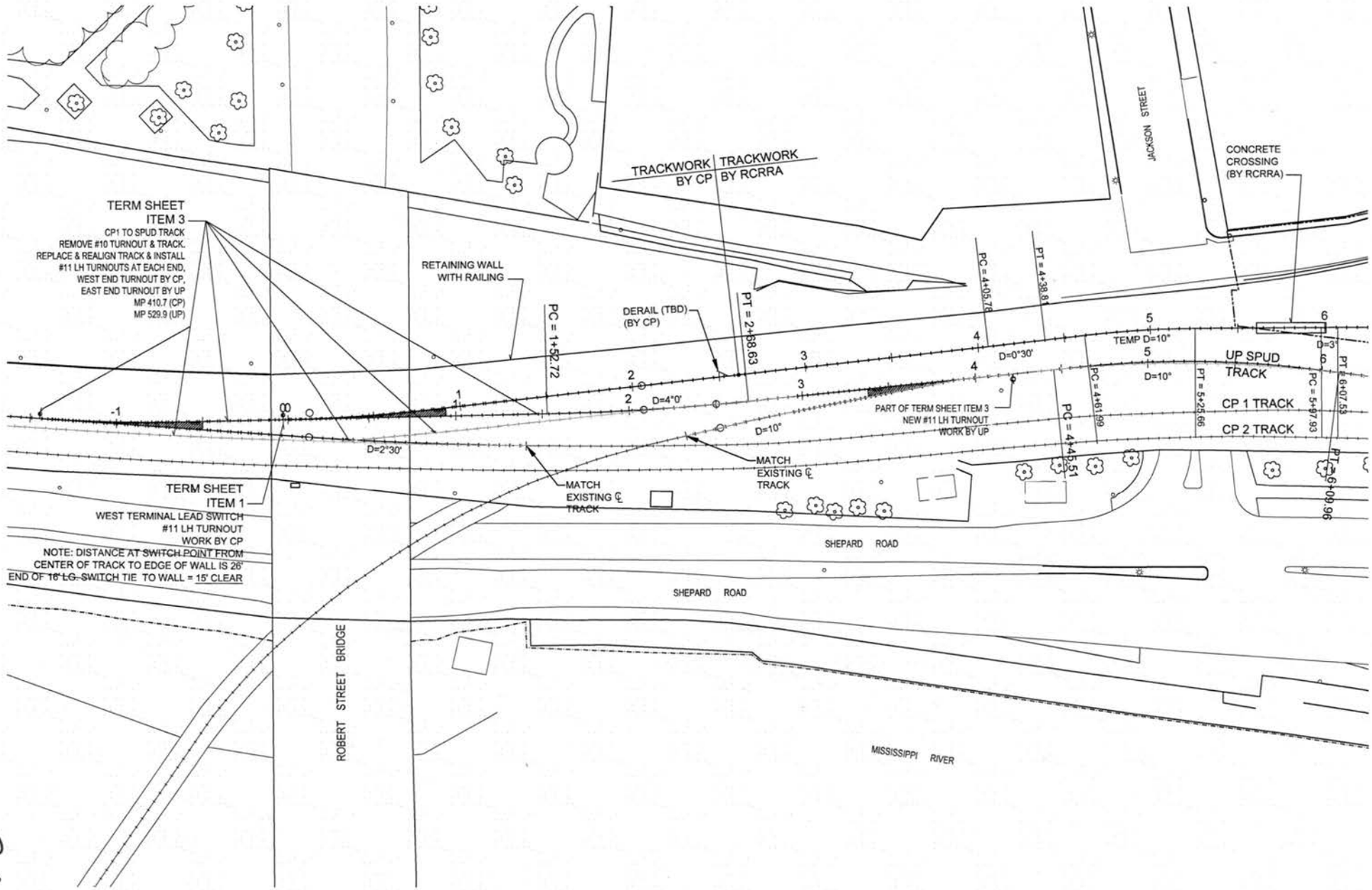

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DATE: AUG 18, 2011 MN LIC. NO. 22814

REVISION HISTORY - THIS SHEET

4/18/2011 RAILROAD PROPERTY ACCESS -- URS
REISSUED JAN 26, 2012
REISSUED FEB 7, 2012

TRACK MODIFICATIONS

COMM. NO. 31810656
SCALE 1" = 50'-0" FS
DATE AUG 18, 2011
DRAWN IBURRELL

PROPOSED TRACK PLAN

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SP NO. 091-595-024
SP NO. 091-595-025

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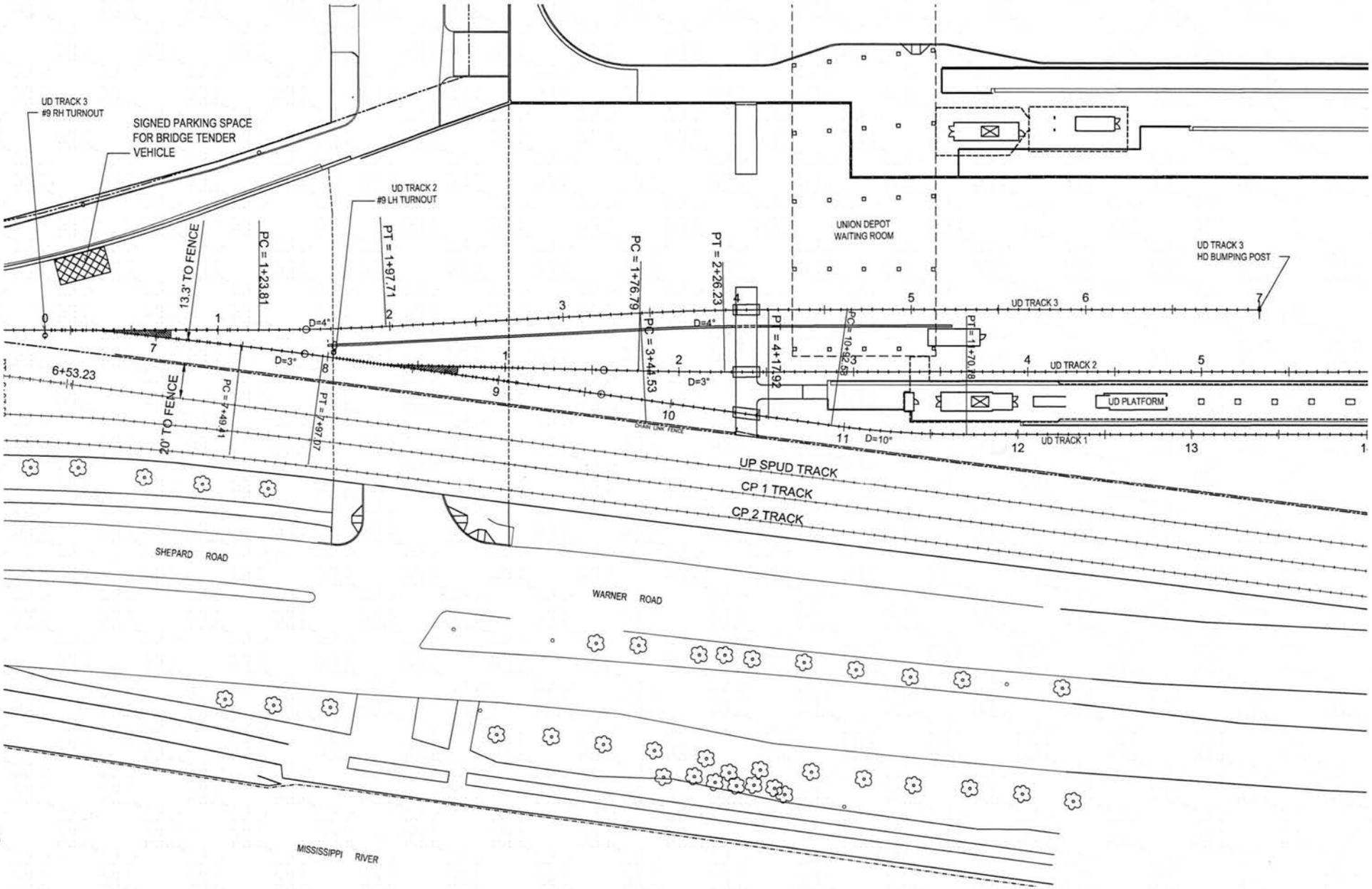

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DATE AUG 18, 2011
DRAWN IBURRELL

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SP NO. 091-595-024
SP NO. 091-595-025

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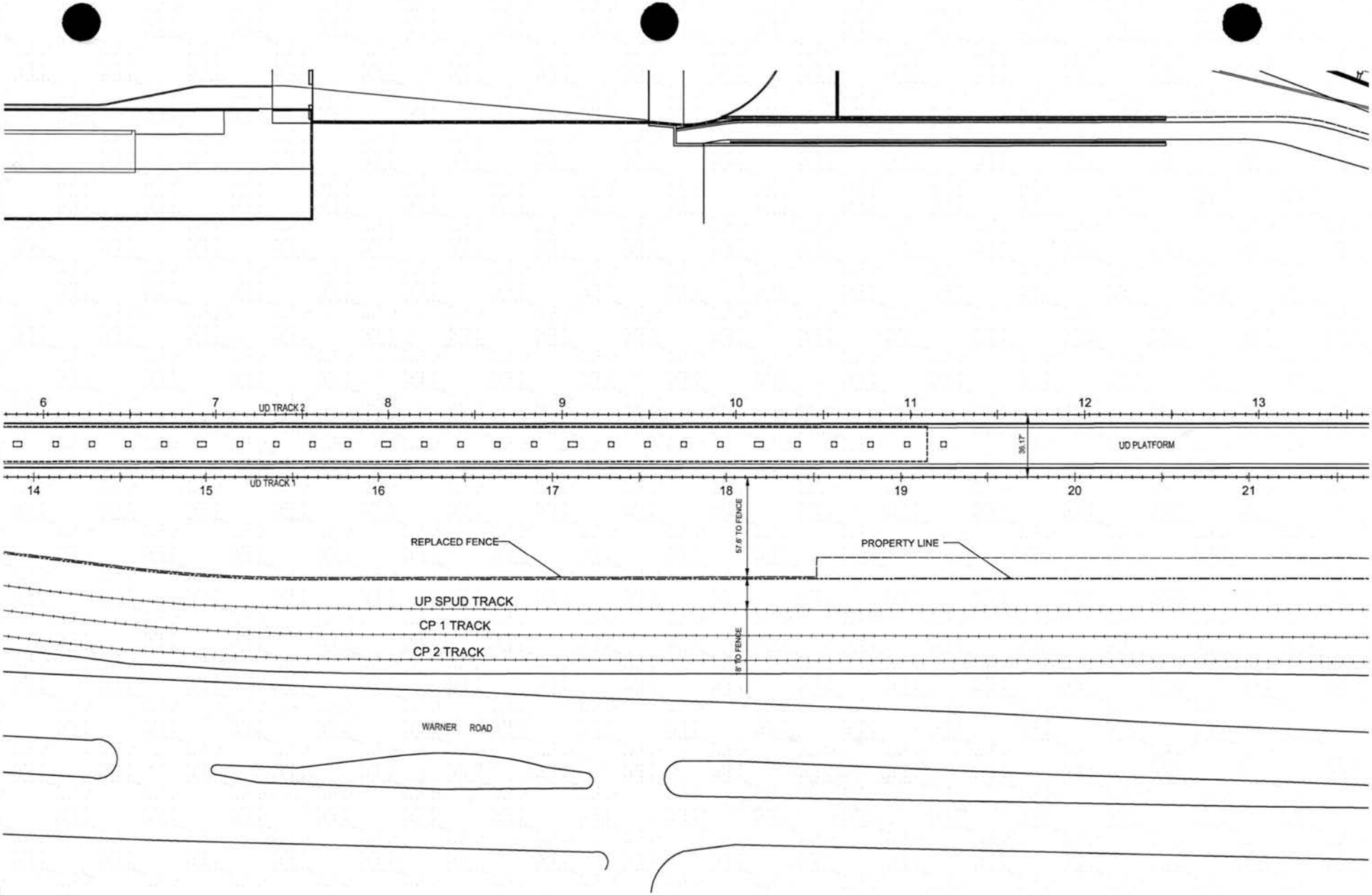

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△ REISSUED DEC 13, 2011
△ REISSUED JAN 23, 2012
△
△

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DATE AUG 18, 2011
DRAWN IBURRELL

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SP NO. 091-595-025
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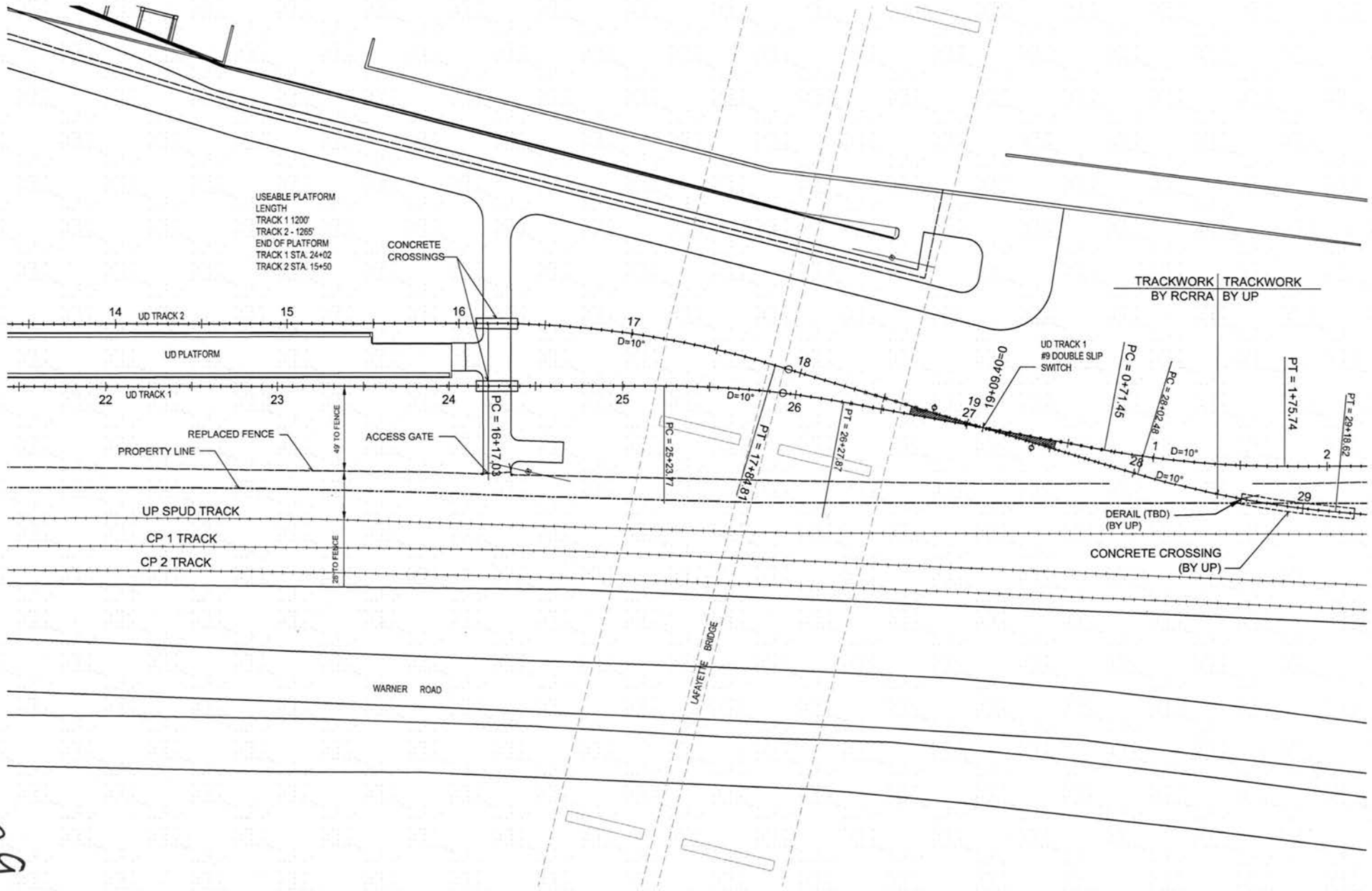

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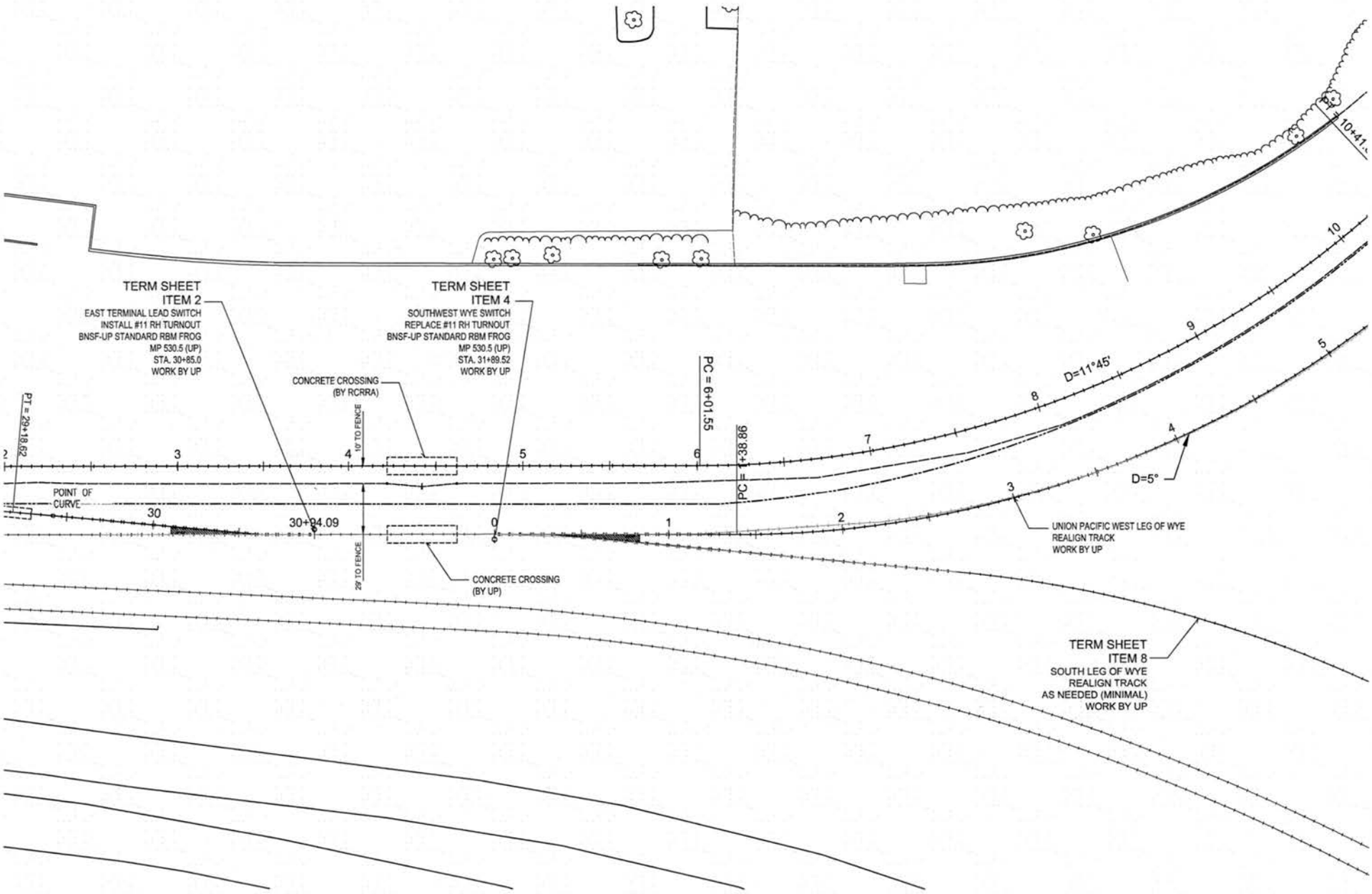

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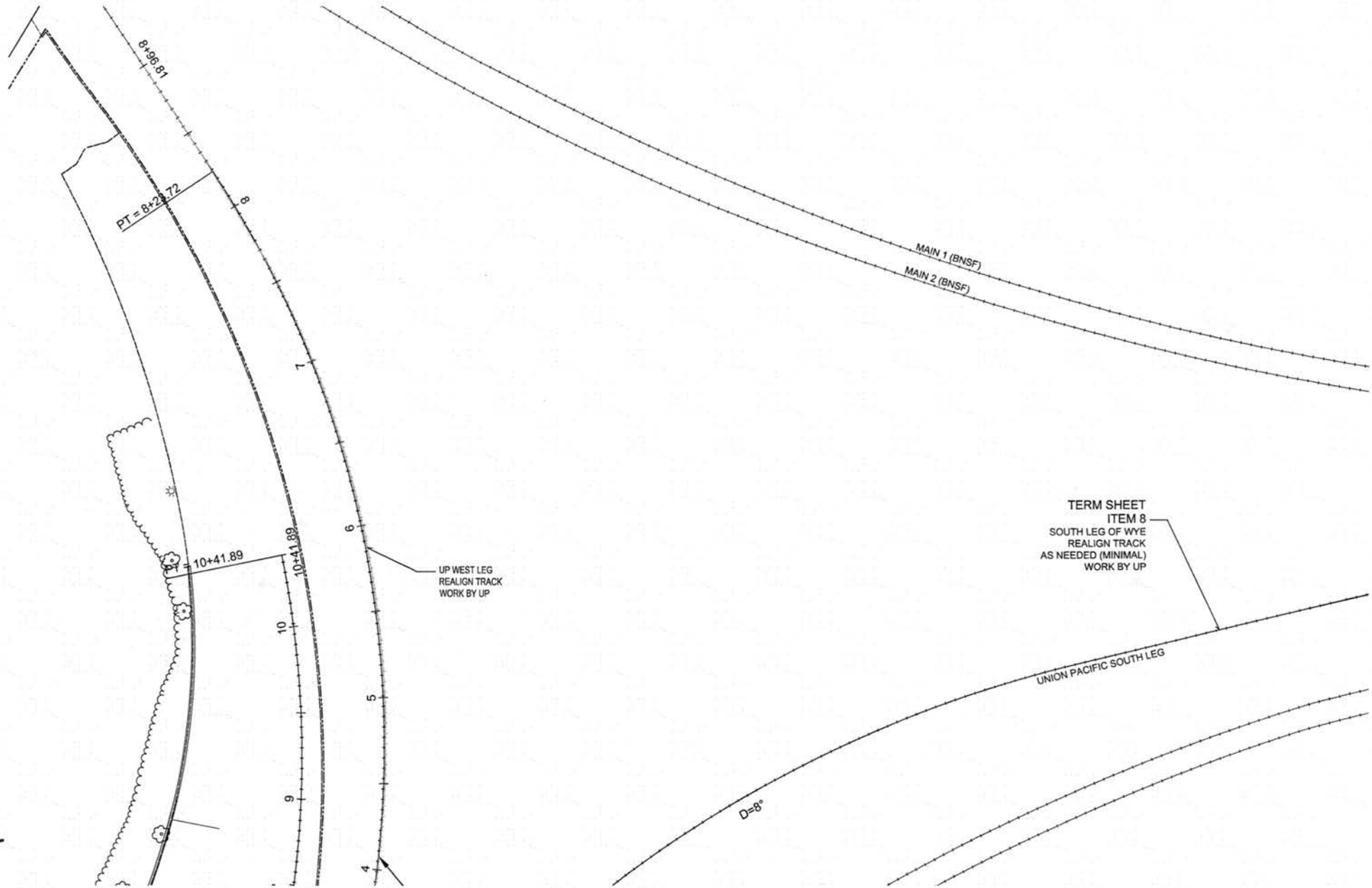

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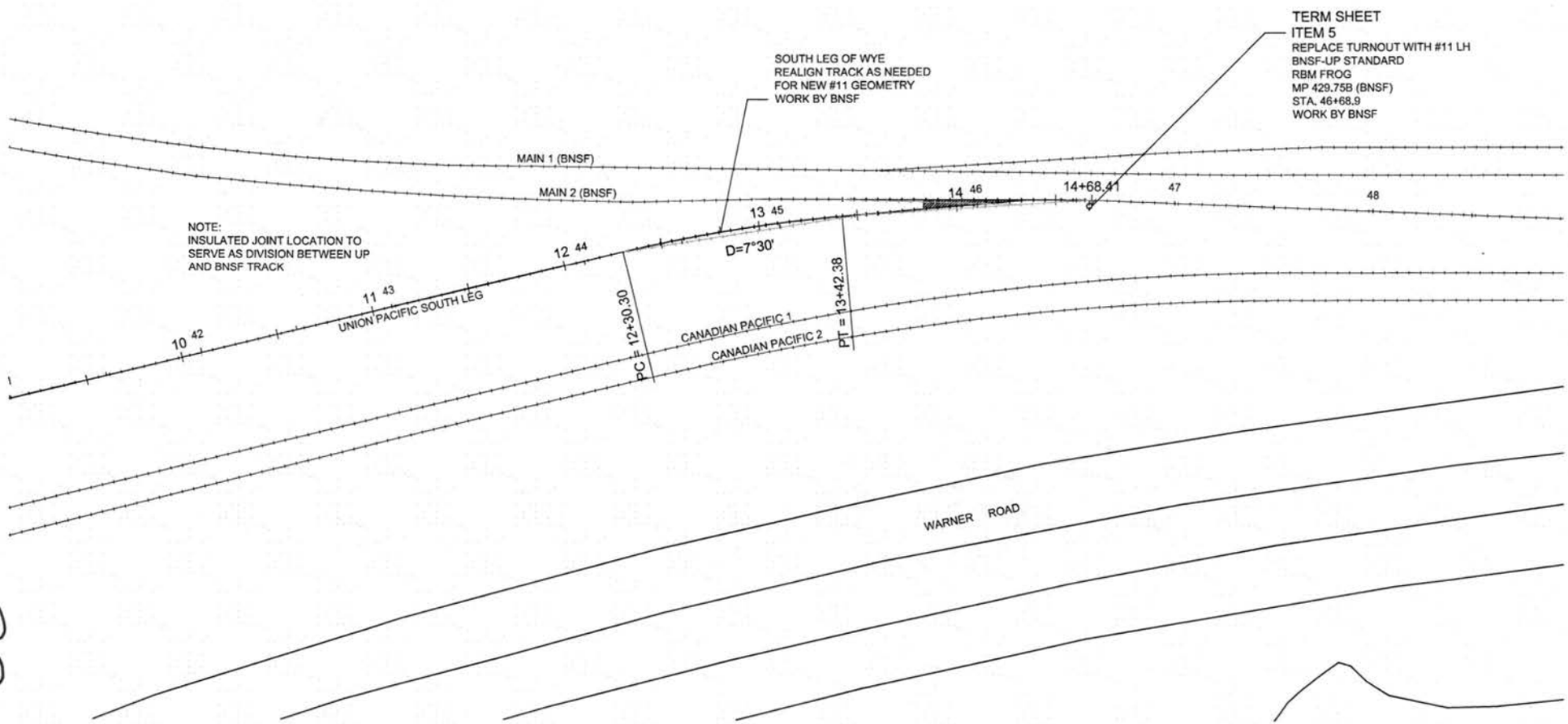

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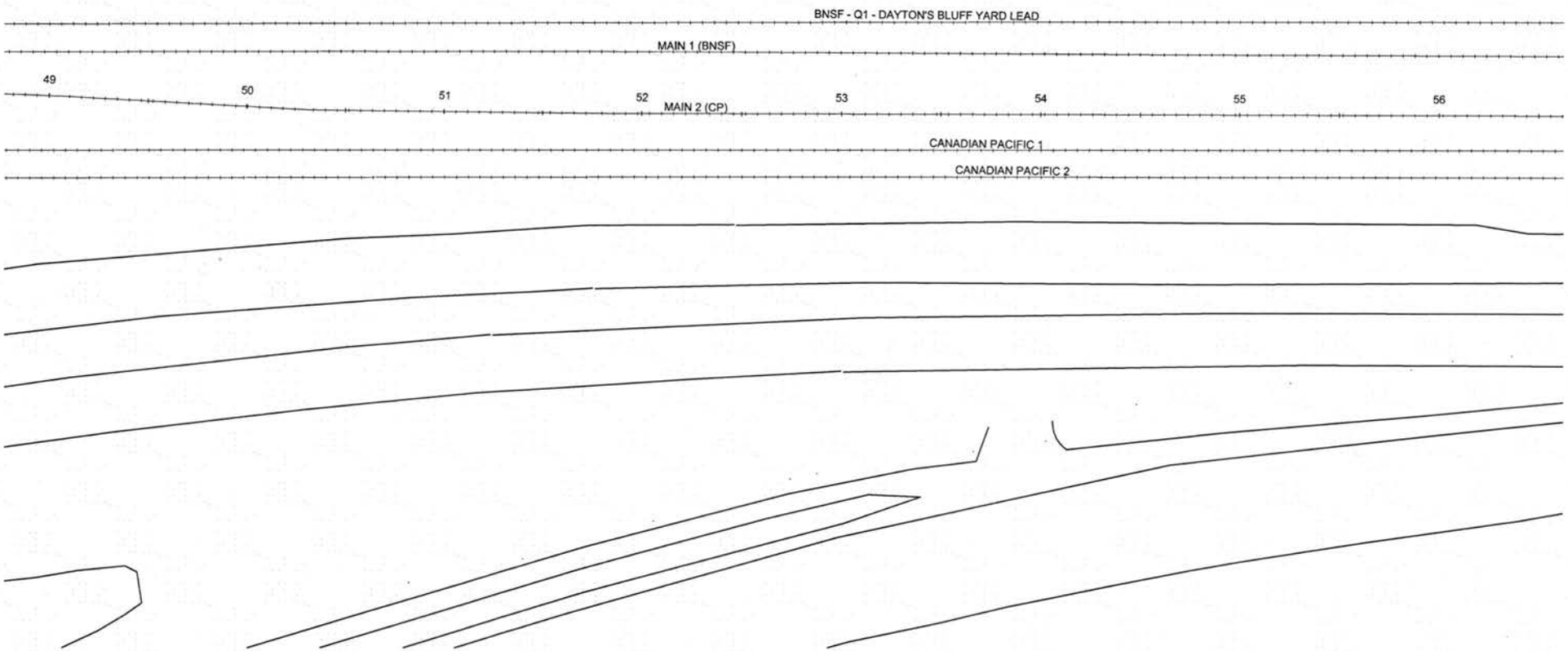

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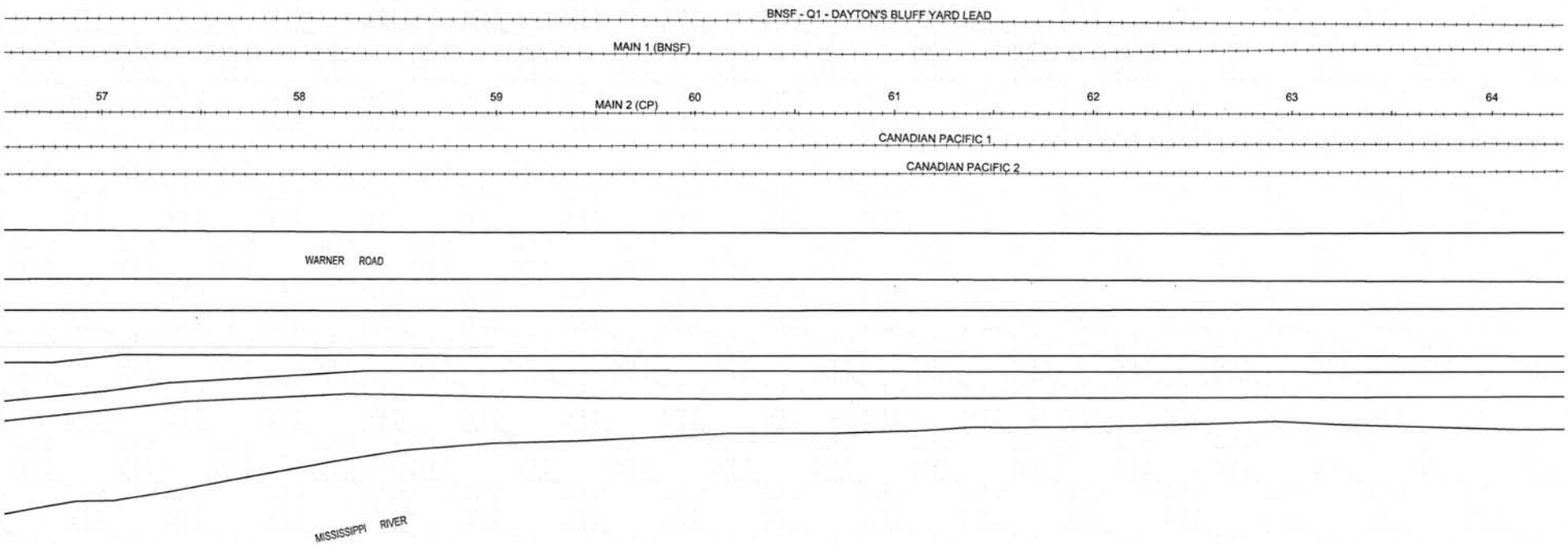

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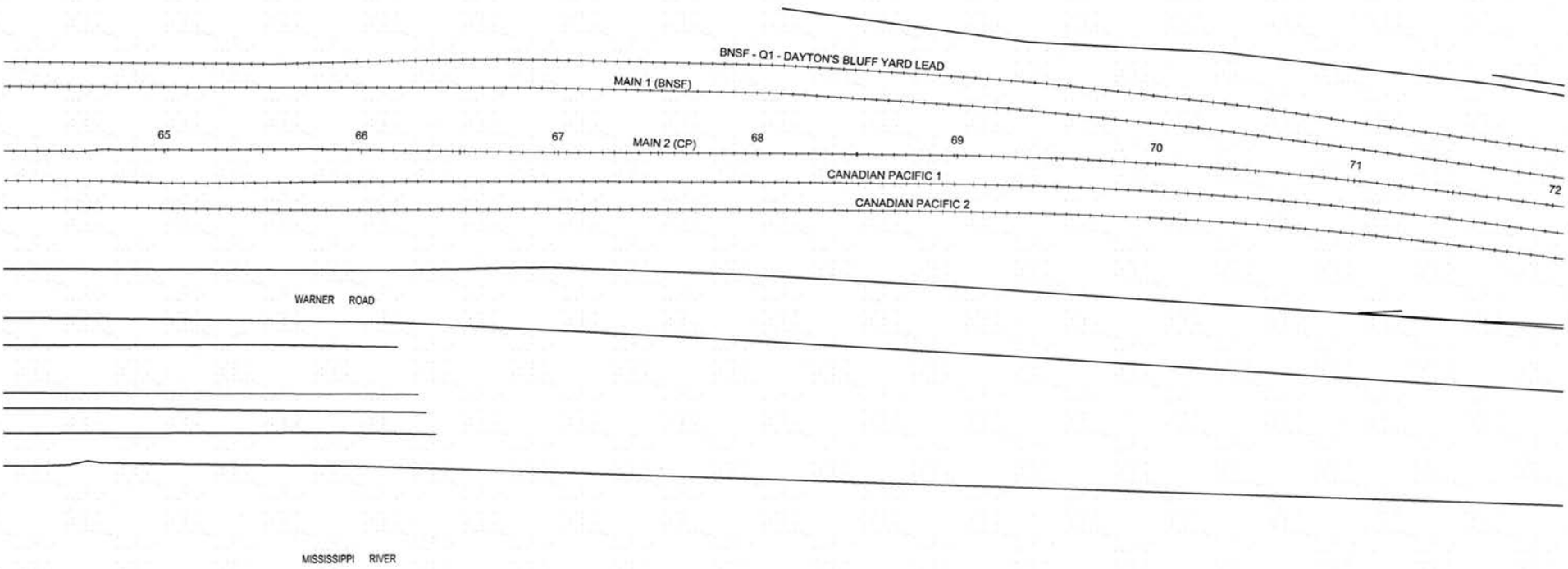

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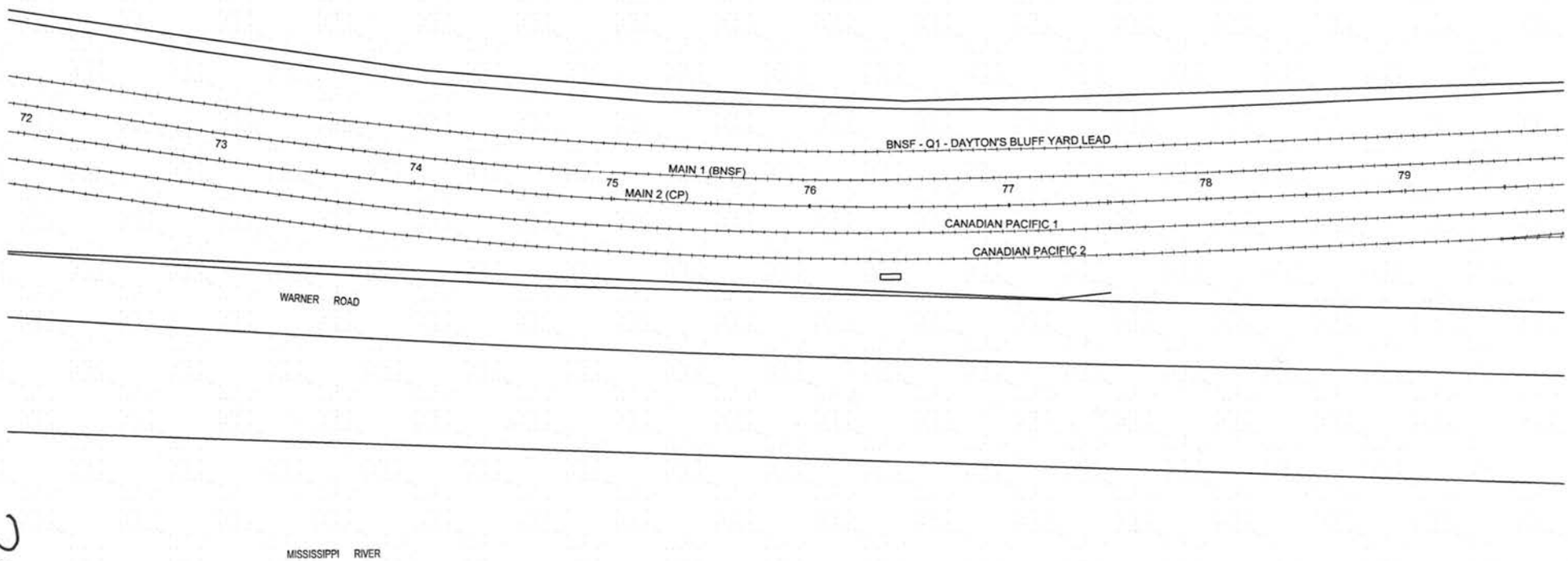

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SP NO. 091-595-024
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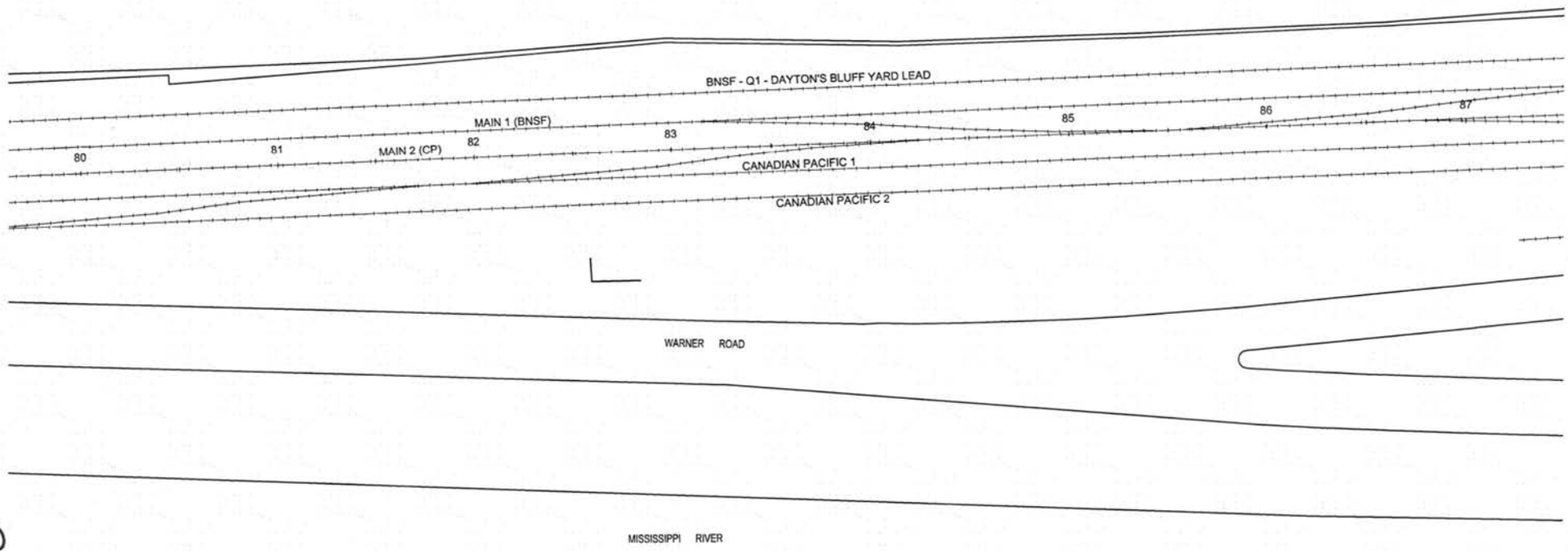

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SP NO. 091-595-025

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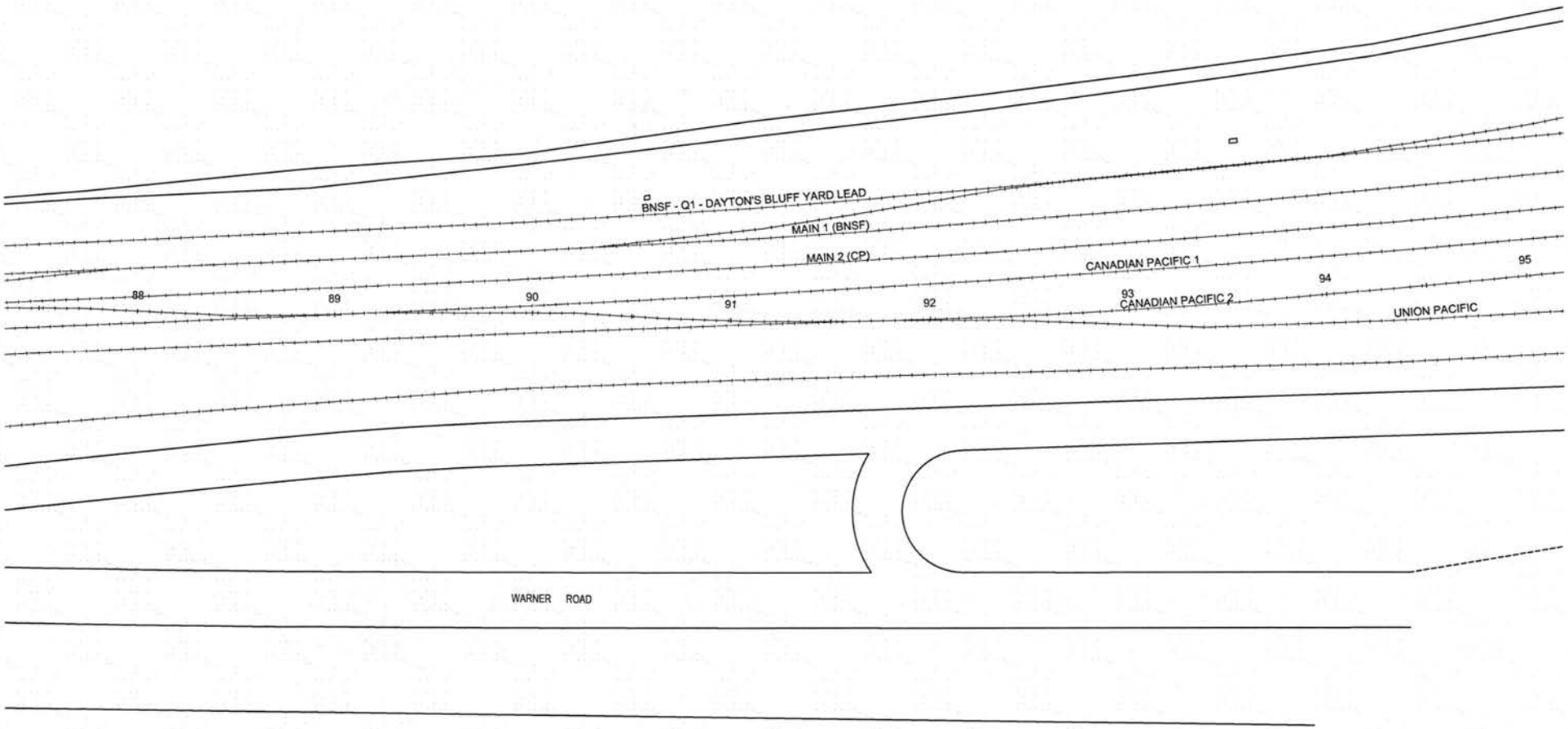

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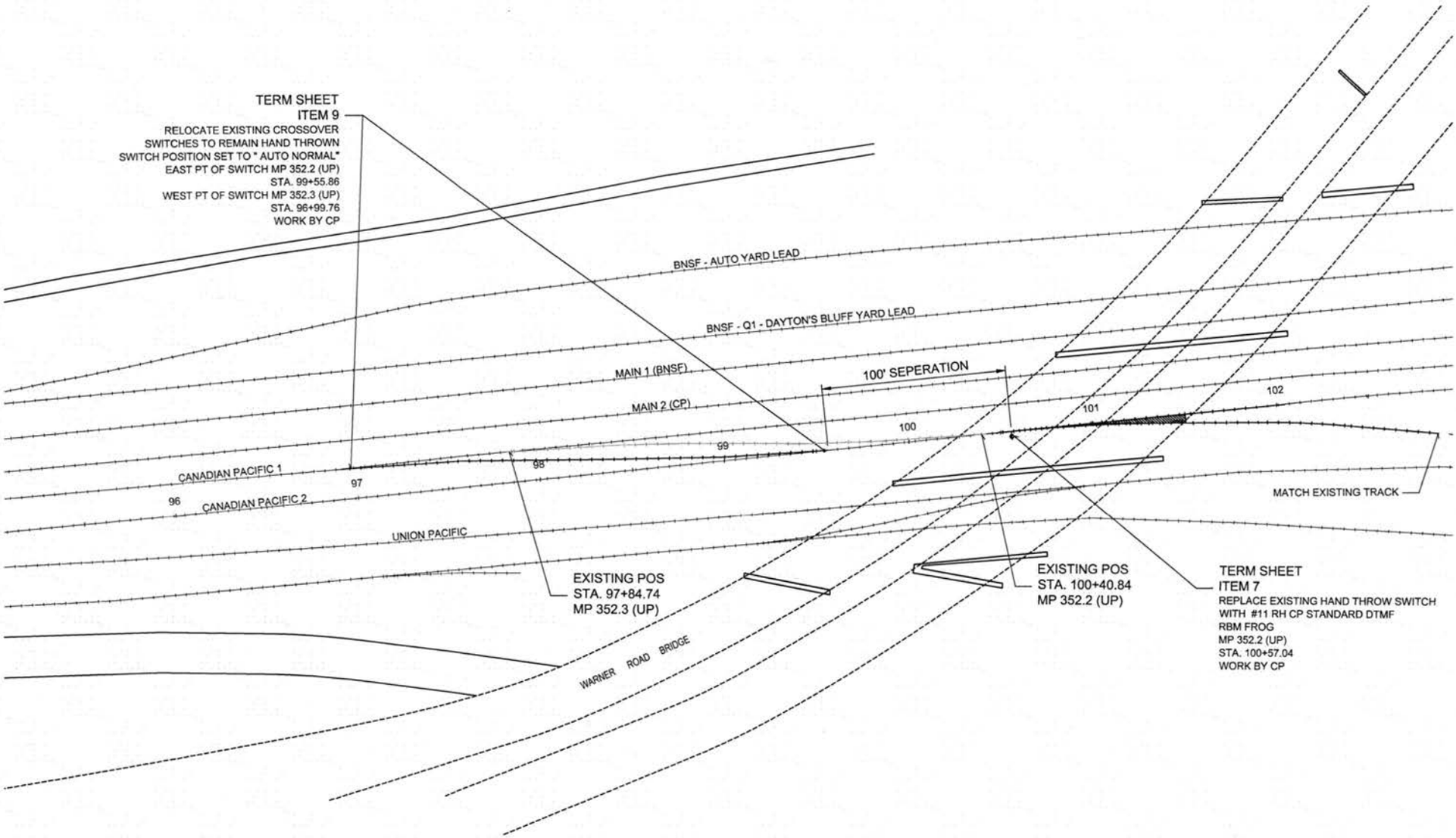

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GREGORY S. BROWN
DATE: AUG 18, 2011 MN LIC. NO. 22814

REVISION HISTORY - THIS SHEET
6/16/2011 RAILROAD PROPERTY ACCESS – URS
REISSUED DEC 13, 2011
REISSUED JAN 24, 2013

TRACK MODIFICATIONS
COMM. NO. 31810856
SCALE 1" = 50'-0" FS
DATE AUG 18, 2011
DRAWN IBURRELL

PROPOSED TRACK PLAN
SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025
17

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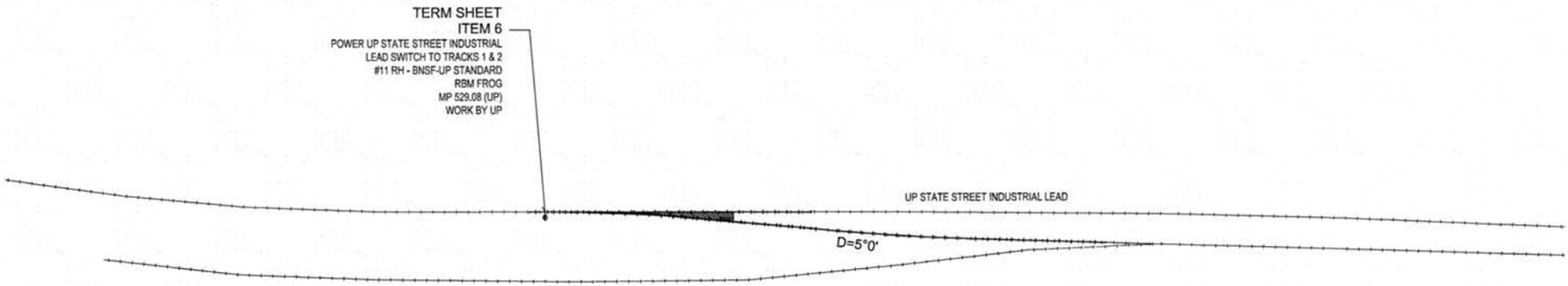

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Ramsey County Regional Railroad Authority

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GREGORY S. BROWN

DATE: AUG 18, 2011 MN LIC. NO. 22811

REVISION HISTORY - THIS SHEET

8/18/2011 RAILROAD PROPERTY ACCESS – URS

REVISED DEC 13, 2011

REVISED JAN 23, 2012

TRACK MODIFICATIONS

CONTR. NO. 31810856
SCALE 1" = 50'-0" FS
DATE AUG 18, 2011
DRAWN BURRELL

PROPOSED TRACK PLAN

SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

18

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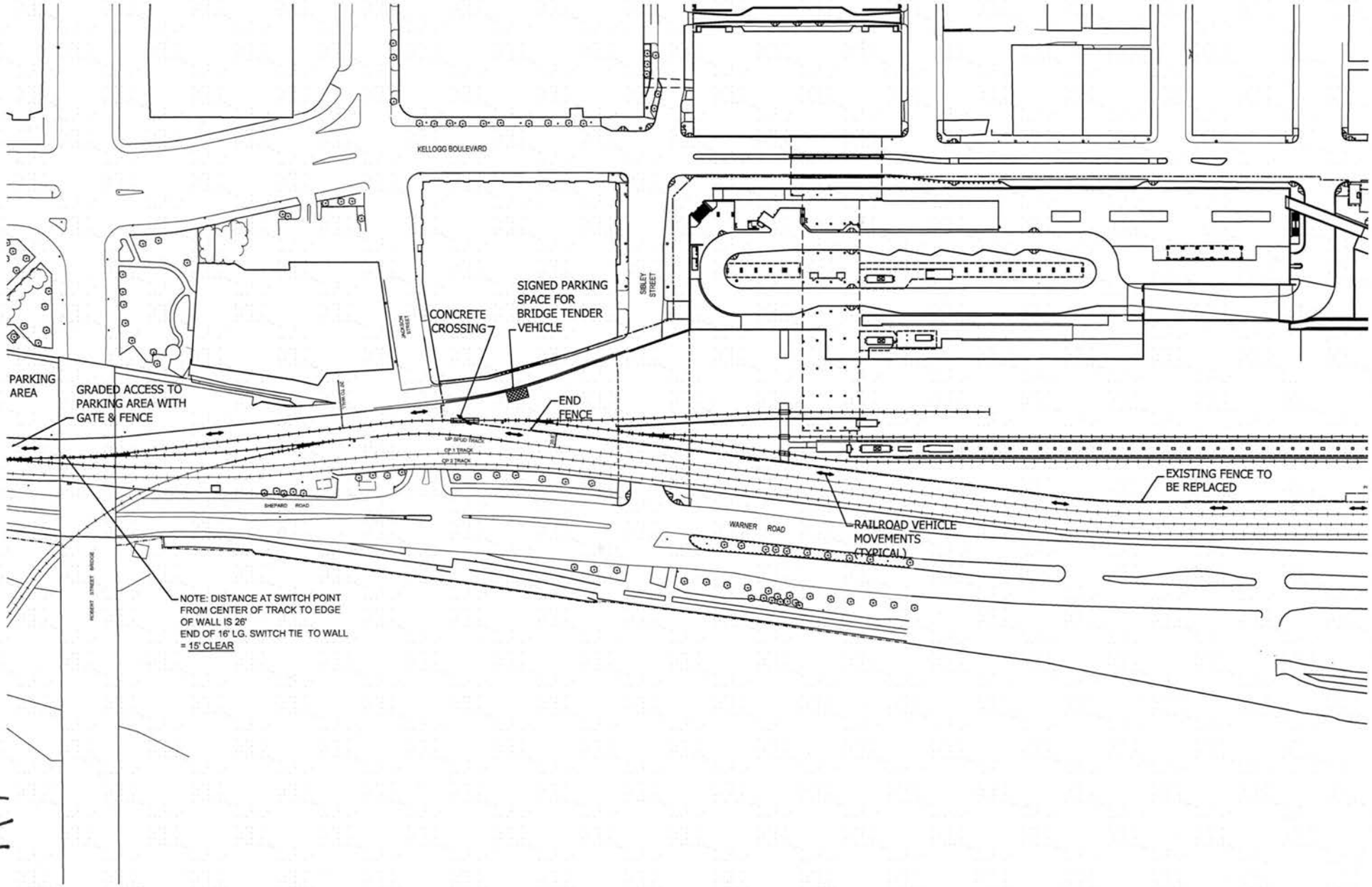

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GREGORY S. BROWN
DATE: DEC. 20, 2010 MN LIC. NO. 22814

REVISED - OCT 18, 2011
REVISED DEC 13, 2011
REVISION HISTORY - THIS SHEET

RAILROAD LAYOUT
COMM. NO. 31810856
SCALE 1" = 50'-0" FS
DATE AUG 18, 2011
DRAWN IBURRELL

RAILROAD ACCESS PLAN
SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025
19

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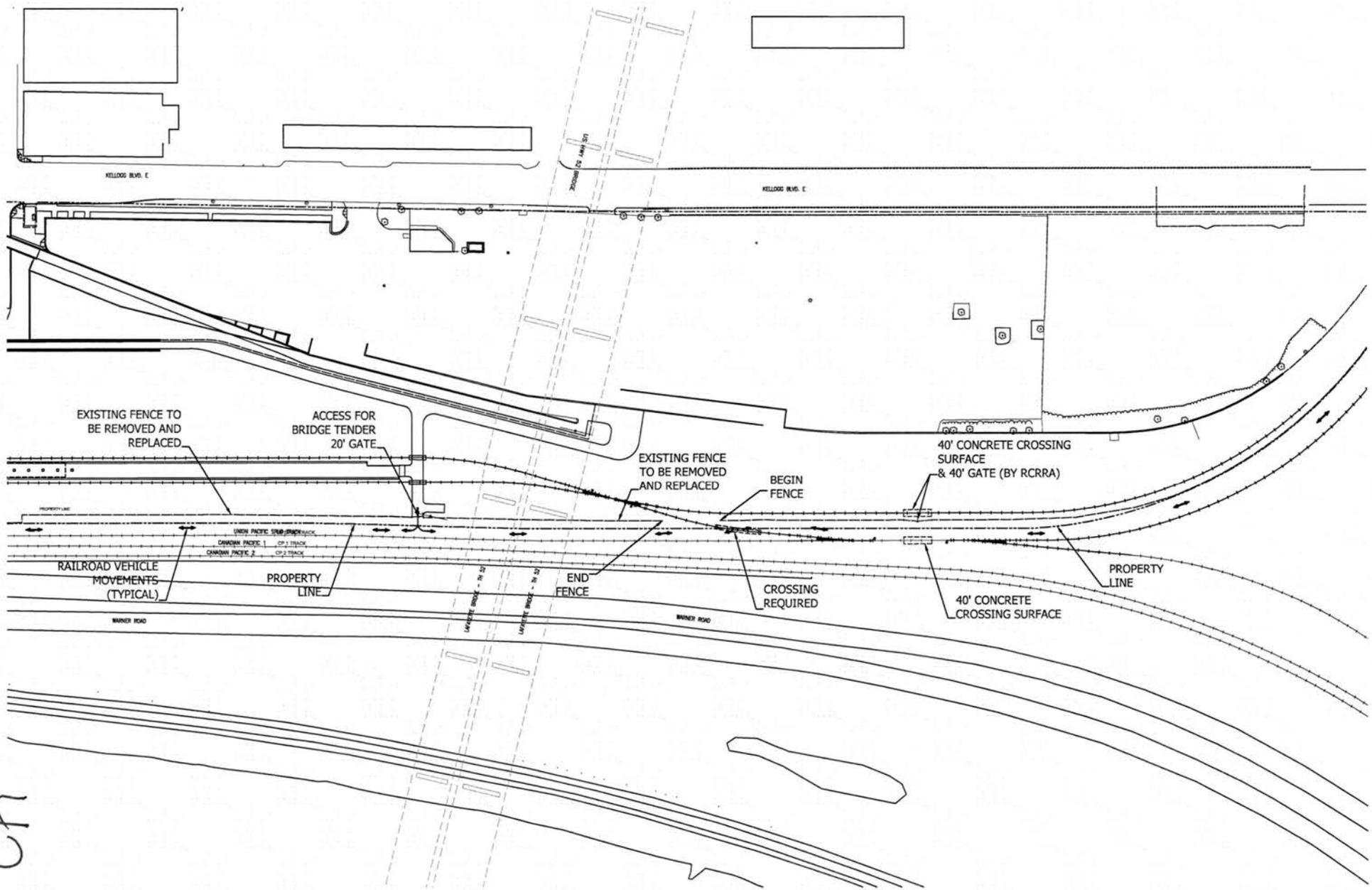

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GREGORY S. BROWN

DATE: DEC. 30, 2010 MN LIC. NO. 22814

REVISED DEC 13, 2011
REVISED JAN 23, 2012

REVISION HISTORY - THIS SHEET

RAILROAD LAYOUT

COMM. NO. 31810858
SCALE 1" = 50'-0" FS
DATE AUG 18, 2011
DRAWN BURRELL

RAILROAD ACCESS PLAN

SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

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Attachment # 2

February 28, 2012
Union Depot, St. Paul, Minnesota
Renovation Project

Term Sheet

Union Pacific Railroad Company – Ramsey County Regional Rail Authority

This Term Sheet summarizes key provisions to be included in a future agreement between Union Pacific Railroad Company ("UP") and Ramsey County Regional Rail Authority ("RCRRA") regarding the establishment of Amtrak Empire Builder service through the Union Depot ("The Depot") in Saint Paul, Minnesota. RCRRA intends to enter into similar agreements with all Class I railroads involved in station access or Amtrak operations, including Canadian Pacific Railroad ("CP"), BNSF Railway Company ("BNSF") and UP (collectively "The Railroads").

The current route of the Amtrak Empire Builder, trains #7 and #8, bypasses The Depot. RCRRA, through a contract with Mortenson Construction (Mortenson Team), intends to complete the Union Depot Project ("The Project") as defined subsequently in the Definition of Terms. The Project will involve renovations to existing buildings, construction of track including connections to Class 1 tracks operated by The Railroads, platforms and associated features designed to facilitate the boarding and discharging of passengers.

The Railroads and recognize that in order to route Empire Builder trains through the proposed Station Area, modifications will also be required to the track, signal and communications systems of The Railroads in the surrounding area. It is understood the Minnesota Department of Transportation ("MnDOT") expects these modifications as well.

The purpose of this document is to identify the required improvements to be made and define operating parameters for design, construction and financial planning of the Project. This Term Sheet and the agreements which will embody it are expressly understood to permit access to The Depot Terminal Area only by Amtrak trains #7 and #8, in their current and projected configurations, at a rate of no more than one train pair daily, and not by additional passenger trains, whether or not operated by Amtrak. Prior to additional passenger trains serving The Depot, additional analysis will be necessary to identify and construct the required improvements to allow for their access to The Depot.

In the event that Amtrak discontinues Empire Builder service, this Term Sheet and subsequent agreements related to the The Project will allow RCRRA or other competent authority to pursue the provision of intercity passenger train service at The Depot on a service frequency no greater than the existing Empire Builder by another operator.

RCRRA and UP acknowledge that the Union Depot Railroad Approval Layout Set (Figure 3) represents preliminary engineering of the track improvements identified in Figures 1 and 2 of this Term Sheet.

Notwithstanding any other provision of this Term Sheet, none of the Parties shall have any binding, legal obligations hereunder unless and until the definitive agreements identified in Section H that incorporate the understandings contained in this Term Sheet have been executed and delivered by the Parties. Should the Parties fail for any reason to agree and sign such definitive agreements, the Parties shall have no further obligation whatsoever to one another with respect to the subject matter of this Term Sheet, except as set forth in any fully executed agreements.

Definition of Terms

Union Depot ("The Depot") – The Union Depot is the entire 33-acre complex of buildings, track, platforms, roadways, parking lots and other facilities that are or will be on property owned by the Ramsey County Regional Rail Authority (RCRRA) and used to support the operation of an intercity passenger rail station. (See Figure 1).

Terminal Buildings – The Terminal Buildings are that part of the Union Depot that includes the Head House and the Concourse.

> **Head House** – The Head House is the building located on the block bounded by 4th Street East, 5th Street East, Sibley Street North and Wacouta Street North.
>
> **Concourse** – The Concourse is the building located south of the Head House, a portion of which is elevated over the area to be used for tracks, platforms and passenger pick-up and drop-off, and includes the elevated connection between the Head House and the Concourse that crosses Kellogg Boulevard.

Terminal Area – The Terminal Area is that part of the Union Depot that includes the Terminal Tracks, platforms and other facilities that are or will be constructed on RCRRA property between Kellogg Boulevard and tracks owned by The Railroads but not including the Terminal Buildings.

Union Depot Project ("The Project") – The Union Depot Project refers to those activities being undertaken by RCRRA that involve the renovation of the Terminal Buildings; the construction of tracks, platforms and other facilities within the Terminal Area and the construction/renovation of other facilities, structures and systems necessary for the operation of an intercity passenger station within the property owned by the RCRRA, including those track and signal modifications associated with Class I Tracks and described herein.

Terminal Tracks – The Terminal Tracks are all the railroad tracks that will be located on RCRRA property in the Terminal Area. These tracks are identified as 'Track 1', 'Track 2', Track 3' and the "Tail Track" on Figure 1.

The Railroads – For the purposes of this document, reference to The Railroads will specifically include the BNSF Railway (BNSF), the Canadian Pacific Railway (CP) and the Union Pacific Railroad (UP).

Successors – Replacement intercity trains through the Depot at a rate of no more than one train pair per day.

Class I Tracks – The term Class I Tracks will refer to all of the tracks on property owned by The Railroads. Tracks owned by a specific railroad will be referred to using the name of the railroad (i.e. CP Tracks, UP Tracks or BNSF Tracks.)

SPUD Track – The track known as the SPUD Track is the Class I track closest to RCRRA property (see Figure 1). It is owned jointly by all three Class I railroads (UP, CP and BNSF) but is controlled and maintained by the Union Pacific RR.

DTMF – Dual Tone Multi Frequency

Union Depot Railroad Layout Approval Set (Figure 3) – Refers to Railroad Layout Approval Set for state project nos. 091-595-023, 091-595-24, and 091-595-025 that was signed by UP, BNSF, CP, Amtrak, the Federal Railroad Administration, Mn/DOT, and the RCRRA dated January 26, 2012.

Amtrak - shall mean the National Railroad Passenger Corporation and its permitted successors and assigns.

Attachments

The following list of attachments are incorporated by reference:
Figure 1: Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service
Figure 2: Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service
Figure 3: Union Depot Railroad Approval Layout Set

The key issues are organized into the following categories merely to facilitate reference:

A. Switch and Track Modifications
B. Signal and Communications Modifications
C. Design and Construction
D. Dispatching
E. Operations and Maintenance
F. Design and Construction Funding
G. Access
H. Additional Agreements and/or Amendments to Existing Agreements Prior to Startup
I. Construction Schedule

A. Switch and Track Modifications

1. Terminal Tracks and Connections

West Terminal Lead – A power switch (a switch that can be operated from a central dispatch center or operated manually by a qualified Railway employee) will be installed on the west end of the Terminal Area that will connect the West Terminal Lead to the CP 1 to SPUD Track Crossover. The installation of this switch will facilitate rapid and efficient access to the Terminal Area by Amtrak trains. (Figure 1; Item 1).

East Terminal Lead – A power switch with switch heaters will be installed on the east end of the Terminal Area that will connect the East Terminal Lead to the SPUD track. The installation of this switch will facilitate rapid and efficient access to the Terminal Area by Amtrak trains. (Figure 1; Item 2).

Terminal Track– Two new terminal tracks will be constructed of sufficient length for the Amtrak Trains 7 & 8 to discharge and load passengers without fouling the SPUD Track, CP 1 Track or access of passenger trains to planned future tracks.

A portion of a third terminal track will be constructed on the West end of the Terminal Area for approximately 500 feet eastward and stub-ended at this time.

Plans for this third terminal track and any subsequent track changes or additions will be subject to prior BNSF, CP, UP and Amtrak approval.

Tail Track -A Tail Track is to be constructed on the East end of the Terminal Area that connects to Terminal Track 1 and Terminal Track 2 at the location of the East Terminal Track 1/Terminal Track 2 switch. This switch, which will be a double slip switch, will allow the movement of trains between:

1) Terminal Track 1 and the Tail Track
2) Terminal Track 1 and the East Terminal Lead
3) Terminal Track 2 and the Tail Track
4) Terminal Track 2 and the East Terminal Lead

The Tail Track will be 1,042 feet long and extend from the Terminal Track 1/Terminal Track 2 switch to the east and northeast in a curving manner that keeps it parallel to the west leg of the wye. The northeast end of the Tail Track will not be connected to the west leg of the wye, or any other track, and just dead end. The purpose of the Tail Track is to allow switching

between Terminal Track 1 and Terminal Track 2 without requiring the use of the adjacent SPUD Track.

A private at-grade crossing across the Tail Track will be provided east of the East Terminal Lead/SPUD switch that allows railroad motor vehicles to cross both the SPUD track and the Tail Track, providing Railroad operating and maintenance personnel access to the UP, CP and BNSF tracks in the vicinity. The tail track will not be used for car storage in a manner that blocks the at-grade crossing.

A private access point will be provided to the west of the Terminal Area that allows railroad motor vehicles providing Railroad operating and maintenance personnel access to CP and UP tracks in the vicinity.

Crossing warning signage will be installed on the private access road.

2. CP 1/SPUD Crossover

CP 1/SPUD Track Crossover – To facilitate connection of the West Terminal Lead to the CP1/SPUD Crossover track, the existing #10 switches on either end of the existing CP/SPUD Crossover will be replaced with #11 switches at their current locations.

This crossover is necessary to maintain existing freight routing options. Equipping it with power switches would improve freight operations in the vicinity of the Terminal Area which would reduce potential freight-passenger conflicts in the area. (Figure 1; Item 3)

3. Modifications to Existing Switches

Southwest Wye Switch – The switch between the South leg of the wye and the SPUD track will be reconstructed or replaced at its current location and powered, and equipped with switch heaters. The reconstruction or replacement and powering of this switch is necessary so that trains needn't stop while an employee detrains and manually operates the switch. The power switch will facilitate rapid and efficient movement of trains through the wye and will reduce potential freight-passenger conflicts in the area. (Figure 1; Item 4).

Southeast Wye Switch – The switch between the South leg of the wye and the BNSF Main Track 2 to the east will be reconstructed or replaced and powered. The reconstruction or replacement and powering of this switch will facilitate train

movements as described above. (Figure 1; Item 5).

State Street Industrial Lead (SSIL) – The switch on the UP State Street Industrial Lead that connects the single track north of Plato Blvd. to a double track section towards the south will be reconstructed or replaced and powered, and equipped with a switch heaters, and designated as a manual interlocker controlled by a dispatcher. The reconstruction or replacement and powering of this switch will expedite UP and CP train movements in the vicinity of the Terminal Area, thereby reducing train movement conflicts in the Depot Area. (Figure 1; Item 6).

UP Main Track Connection to CP Main –The switch between the CP 2 track and the UP Main underneath the Warner Road viaduct will be reconstructed or replaced and DTMF, and equipped with a switch heater. The reconstruction or replacement and powering of this switch will enable UP crews to move trains between the UP Hoffman Yard and the CP 2 track without stopping to manually operate the switch. The expedited movement of these trains reduces potential train conflicts in the vicinity of the Terminal Area.
(Figure 1; Item 7 and Figure 2; Item 7)

Plans for these tracks and any subsequent track changes or additions would be subject to prior BNSF, CP and UP approval pursuant to the Hoffman Avenue Interlocking Agreement.

CP 1 to CP2 Right-hand Manual Crossover – The CP 1 to CP 2 manual crossover located west of the existing CP 2 to UP Main Switch will be relocated 100 feet to the west to satisfy current standards for the separation of switches. The crossover will continue to be manually operated (Figure 1; Item 9 and Figure 2; Item 9).

4. Track Reconstruction

South Leg of Wye – The south leg of the wye will be reconstructed to standards consistent with passenger train service.
(Figure 1; Item 8).

SPUD Track – A short segment of the "SPUD Track" between the Southwest Wye switch and the East Terminal Lead switch will be reconstructed as a consequence of installing the East Terminal Lead switch and reconstructing the Southwest Wye switch. This is necessary to sustain efficient train operations.

The Construction and Maintenance Agreement referenced in section H 2 will refine this requirement. (Figure 1; Items 2 & 4).

5. Switch Control

Except as noted above (*CP 1 to CP2 Right-hand Manual Crossover*), all switches installed or reconstructed for this Project on properties owned or controlled by The Railroads will be power or DTMF switches and equipped with switch heaters.

B. Signal and Communications Modifications

1. CP-controlled track

The following switches on CP-operated track will be connected to the CP dispatch center and integrated into the CP Centralized Traffic Control (CTC) signal system:

- *West Terminal Lead Switch* (Figure 1; Item 1).
- *Crossover switches and signals attached to the CP 1 and SPUD track crossover.*

The connection and/or integration of these switches will facilitate efficient passenger train movements to and from the Terminal Area.

The switch between the CP 2 track and the UP Main underneath the Warner Road viaduct will be DTMF and operation of this switch will be requested from the CP Yardmaster, not from the CP dispatch center. (Figure 1; Item 7).

2. UP-controlled track

The following switches on the east end of the Terminal Area will be connected to the UP dispatch center and integrated into the signal system. These include the:

- *East Terminal Lead* (Figure 1; Item 2).
- *The Southwest Wye switch (Figure 1 Item 4)* - This switch will require communication between UP and BNSF to regulate the flow of trains.

The following switch, which is currently operated by hand throw, will be configured as a manual interlocker with a power switch controlled by a dispatcher.

- *State Street Industrial Lead (SSIL)* –The switch that connects the two SSIL tracks to the single track north of Plato Blvd. (Figure 1; Item 6).

Powering these switches will facilitate efficient train movements to, from and through the Terminal Area.

3. BNSF-controlled track

The following switch is currently operated by hand throw and will be modified to power and will have switch heaters added and connected to the BNSF dispatch center.

- *Southeast Wye Switch* – The connection between the south leg of the wye and BNSF/CP Main Track 2. (Figure 1; Item 5). This switch will require communication between UP and BNSF to regulate the flow of trains.
- *The Southwest Wye switch (Figure 1 Item 4) and the Southeast Wye switch (Figure 1 Item 5)* – These switches will require communication between UP and BNSF to regulate the flow of trains.

4. Depot Controlled Track

The connection and/or integration of these switches will facilitate efficient passenger train movements to and from the Terminal Area.

5. Positive Train Control

Switches governing train movements between Depot Track 1, 2, 3, and the Tail Track will controlled by a Stationmaster and/or Amtrak, whether by power or hand-throw switches.

The Parties agree that prior to completion of preliminary engineering for any signal or communications installation that impact the Terminal Tracks and their connections to the Railroads owned and controlled property, the Parties shall agree as to the responsible entities for complying with the federal regulatory requirements related to Positive Train Control. Positive Train Control systems shall be for the benefit of the passenger operator. Such an agreement shall be submitted to the FRA for comment prior to finalization.

UP does not anticipate that it will be necessary to install Positive Train Control on any of the switches or other trackage it controls on the SPUD Track or the State Street Industrial Lead.

C. Design and Construction

1. Mortenson Team

The Mortenson Team, under RCRRA's direction, will be responsible for engineering and final design of the Terminal Buildings and the Terminal Area, excluding those systems related to Class I Railroad signals and communication.

The Mortenson Team will also be responsible to consult with the Railroads on how designs are to be created, particularly those related to track. The Terminal Area specifications must be compatible with the Railroads' specifications on all components of the Union Depot Project that may affect Class I Railroad operation or the design and installation of signals. The Railroads will have final review authority over engineering track design prepared by Mortenson.

Amtrak, UP, CP, and BNSF will review, inspect and approve any preliminary engineering and route and aspect charts managed by the Mortenson Team for trackage owned or controlled by the freight railroads. It is expected that all engineering design plans will be presented to Amtrak, each of the Railroads, RCRRA, and MNDOT for signature if accepted. USDOT would be expected to review and accept or reject the final design, but not sign the final design plans.
The railroads will require each individual of the Mortensen Team to obtain a right of entry permit from each railroad for any work on Railroad property.

2. Railroads General

The Term Sheet will specify which parties will own, design, construct, operate and maintain the improvements outlined in this term sheet. This will include connectivity for dispatching operations.

If definitive agreements are executed, the Railroads would propose to coordinate with the parties on the engineering/design and construction of the improvements identified in Figures 1, 2, and 3. Subject to agreement of the Railroads, it is proposed that CP would be the lead railroad in ensuring that this coordination occurs on those improvements that impact multiple railroads.

3. Union Pacific Railroad

UP will be responsible for engineering and final design of any signal and communications work on UP owned, dispatched, or controlled property.

UP will be responsible for engineering and final design of any track work on UP owned, dispatched, or controlled property.

UP will be responsible for the installation of the East Terminal Lead switch and the Southwest Wye switch. UP will be responsible for the integration of the East Terminal Lead switch and the Southwest Wye switch into the UP signaling and dispatch system.

UP will be responsible for the removal of the East #10 switch on the CP 1/SPUD crossover and its replacement with a #11 switch. CP will be responsible for the removal of the West #10 switch on the CP 1/SPUD crossover and its replacement with a #11 switch. CP will be responsible for the integration of the CP 1/SPUD crossover into the CP signaling and dispatch system.

UP will be responsible for upgrading track from the insulated joint west of the Southeast Wye switch (where UP and BNSF dispatching interfaces) to the East Terminal Lead switch.

UP will be responsible for the installation of the State Street Industrial Lead switch south of Plato Blvd and its integration with the UP communications system.

4. Canadian Pacific

CP will be responsible for engineering and final design of any signal and communications work on CP owned, dispatched, or controlled property.

CP will be responsible for engineering and final design of any track work on CP owned, dispatched, or controlled property.

CP will be responsible for the installation of the West Terminal Lead switch and derail (subject to determination in final design that the derail is required), and will work with UP to complete removal of the existing SPUD/CP crossover and installation of the new SPUD/CP crossover and its integration with the CP signaling and dispatch system.. (Figure 1; Item 3.)

UP will be responsible for the removal of the East #10 switch on the CP 1/SPUD crossover and its replacement with a #11 switch. CP will be responsible for the removal of the West #10 switch on the CP 1/SPUD crossover and its replacement with a #11 switch. CP will be responsible for the integration of the CP 1/SPUD crossover into the CP signaling and dispatch system.

CP will be responsible for the installation of the CP 2 to UP Main DTMF switch, and its functionality for train movements. (Figure

	1; Item 7 and Figure 2; Item 7). CP will be responsible for the relocation of the CP1 to CP 2 Right-hand Manual Crossover that is currently located just west of the CP 2 to UP Main Switch (Figure 1; Item 9 and Figure 2; Item 9). Crossover will remain hand throw and will not be incorporated into the dispatch system.
5. BNSF Railway	BNSF will be responsible for engineering and final design of any signal and communications work on properties owned, dispatched, or controlled by BNSF. BNSF will be responsible for engineering and final design of any track work on BNSF owned, dispatched, or controlled property. BNSF will be responsible for construction of the Southeast Wye switch and track along the south leg of the wye from the Southeast Wye switch up to the location of the insulated joint separating BNSF and UP track control.
6. Construction Staging	Construction and implementation of track, signal and communications equipment will be coordinated between Mortenson and the Railroads for the Terminal Area so as to minimize impact to train operations.

D. Dispatching

1. West end of Terminal Area	CP will dispatch the West Terminal Lead Switch (Figure 1; Item 1) and the CP 1 to SPUD Track Crossover (Figure 1; Item 3).
2. East end of Terminal Area	Other than the CP 1 to SPUD Track Crossover (which will be dispatched and controlled by CP), UP will dispatch the East Terminal Lead Switch, the SPUD Track, and the Southwest Wye Switch that connects to the SPUD Track.
3. Southeast Wye Switch	BNSF will dispatch the Southeast Wye Switch that connects to the South leg of the wye and BNSF Main 2.
4. CP 2 to UP Main Switch	The CP Yardmaster will continue to authorize the use of the DTMF switch that connects CP 2 to the UP Main. (Figure 1; Item 7)
5. Track Assignment	Amtrak will determine the Union Depot station tracks to be used by all inbound trains from either direction. Terminal Tracks between the East and West Terminal Lead

6.	Depot Tracks	Switches will be controlled by the Stationmaster and Amtrak.

E. Operations and Maintenance

1.	Clearance of mainline	The Terminal Track will be designed such that the Empire Builder will clear the SPUD Track at both ends of the Terminal Area during loading and unloading of passengers at The Depot. Trains 7 & 8 will be restricted by Amtrak to a length that permits clearance of the SPUD track during station stops.
2.	Switching Responsibilities	Amtrak and/or RCRRA will be responsible for switching in the Terminal Area either by performing these functions directly or arranging for these services to be provided by qualified personnel in consultation with the Railroads.
3.	Switching Procedures	Switching that occurs in the Terminal Area will not utilize or foul the adjacent Class I mainline tracks and will not block access for arriving and departing trains. The clear track length between the East and West Terminal Lead switches will be a minimum of 2,690 feet and the ability to switch existing and future Empire Builder trains has been documented to the satisfaction of RCRRA. Switching operations at the east end of the station facility will not unduly block the maintenance access road crossing (see A.1 Tail Track).
4.	Road Access	The design of modifications to track, signals and communication systems will preserve existing road access to the main lines for maintenance and train crews.
5.	Maintenance	RCRRA will be responsible for maintenance of The Depot. RCRRA will be responsible, at no expense to UP, for maintenance of track, signal and communications systems and utilities within the Terminal Area either by performing these functions directly or arranging for these services to be provided in consultation with the Railroads. UP will maintain, or cause to be maintained, the Project at track standards sufficient to handle weight limits of at least 263,000 pounds and trains at maximum authorized speeds based on track design commencing upon completion of the Project and

continuing for a period of twenty (20) years thereafter.

UP will be responsible for maintenance of track, signal and communications systems located on property it owns or controls. This would include Figure 1; Items 2, 4, and 6. Details of UP's maintenance obligations and compensation will be addressed in the Construction and Maintenance Agreement.

If UP should obtain regulatory approval for abandonment of any portion of the route containing improvements, UP's maintenance obligation would cease. If any portion of the route is redesigned or removed to accommodate growth in passenger and/or freight traffic, improvements involving the redesigned or removed sections of track would not be subject to continued maintenance.

Subject to the terms of existing operating agreements with Amtrak and any statutory obligations, UPRR shall not downgrade the improvements it has constructed for this Project in any way that reduces the utility of the Project for intercity passenger rail operations.

Except as otherwise expressly agreed by the Railroad in writing, in no event shall the Railroad be required to expend any of its own funds in connection with this Agreement or any additional project unless prompt reimbursement of such funds is assured to Railroad in a manner reasonably acceptable to the Railroad.

F. Design and Construction Funding

1. Funding

RCRRA will be responsible for all costs associated with the design and construction of the track, signal and communications modifications outlined in this document.

Railroad expense for participation in engineering and final design and other project planning shall be a reimbursable expense paid for by RCRRA. This expense will be determined as part of additional agreements between the RCRRA and UP, the RCRRA and CP, and the RCRRA and BNSF.

2. RCRRA Right to Review

RCRRA, MNDOT and USDOT will review and approve designs prepared and force account estimates advanced by UP.

G. Access

1.	Amtrak operations into The Depot	The improvements identified herein are intended to be sufficient to support access to The Depot by Amtrak trains 7 and 8 or their Successor. It is proposed that UP would work with Amtrak and RCRRA to develop an operating agreement or an amendment to an existing operating agreement, as may be required, to permit access to The Depot by Amtrak trains #7 and #8 or their Successors for a period of not less than 20 years from the date the Depot Project is placed in service. Note: The longest Empire Builder trains projected by Amtrak (1,740 feet) can be accommodated on either Terminal Track 1 or Terminal Track 2 but not without blocking access by other trains to Terminal Tracks 1 or 2.

H. Additional Agreements and/or Amendments to Existing Agreements Prior to Startup

1.	Engineering Agreement	UP will require execution of an engineering agreement before initiating any work (including signal design) related to the Project.
2.	Construction and Maintenance Agreement	An agreement or agreements to cover UP construction and subsequent maintenance of the planned improvements on property owned or controlled by UP.
3.	Amtrak/UP Operating Agreement	An operating agreement or an amendment to an existing operating agreement between Amtrak and UP is required prior to start up of Amtrak service at the Terminal Area.
4.	BNSF/CP Paired Main Agreement	Amtrak will continue to operate the Empire Builder on the BNSF/CP Paired Main as CP's admitee. In order to route the Empire Builder through the proposed Station Area, Amtrak will use a portion of the Paired Main between Hoffman Avenue and Division Street and the Southeast Wye Switch. This operation change does not require amendment of the Paried Main Agreement
5.	Hoffman Avenue Interlocking Agreement	A letter of consent would need to be executed among BNSF, UP and CP for any changes contemplated to the Hoffman Avenue Interlocker as a result of this Project.
6.		

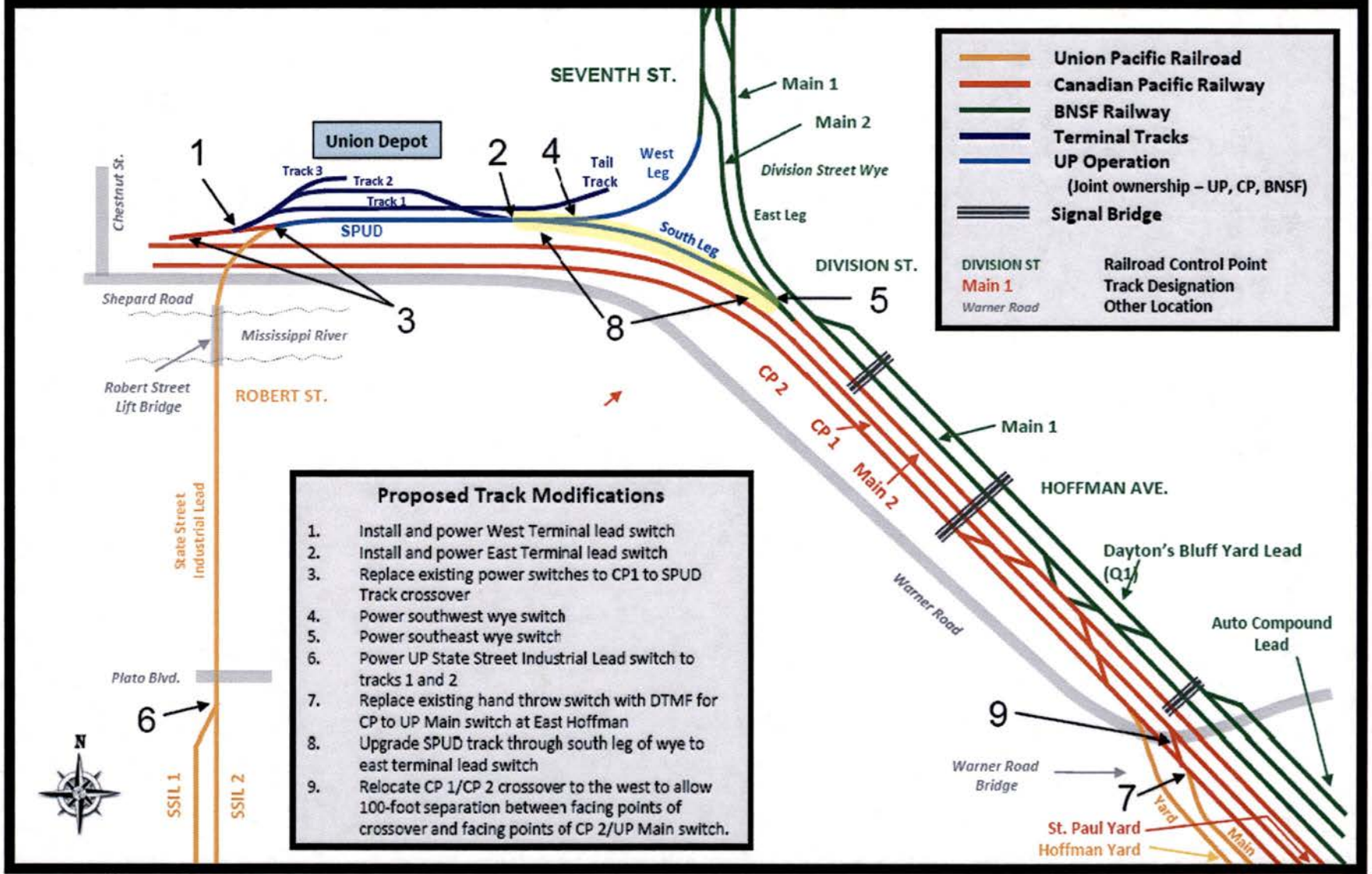
I. Construction Schedule

1.	Final Designs Complete	Final Terminal Area track design plans will be prepared by the Mortenson team under the direction of RCRRA and approved by USDOT for station properties. These final design plans will be available by March 15, 2012. Final track design and signal/communications plans for track owned, dispatched, or controlled by BNSF will be prepared by BNSF. Final track design plans and signal/communications plans for track owned, dispatched, or controlled by CP will be prepared by CP. Final track design plans and signal/communications plans for track owned, dispatched, or controlled by UP will be prepared by UP.
2.	Design, Construction & Maintenance Agreements Executed	All agreements that will be necessary to allow UP to begin design of the signal and communications systems will address the requirements in 49 U.S.C. § 24405 (c), design, construction, on-going maintenance, operational issues and reimbursement to the Railroads by RCRRA. UP does not however certify that this facility will serve all future freight and passenger requirements because appropriate analysis such as modeling of traffic flows has not been completed.
3.	Signal and Communications Design	Subject to final agreement to proceed and implementation of necessary agreements, UP will complete the signal and communications design.

Agreed by:

_____ *Signature and Date*	_____ *Signature and Date*
Name: _____ Title: _____ Ramsey County Regional Railroad Authority	Name: _____ Title: _____ Union Pacific Railroad Company

Figure 1:
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/8/11

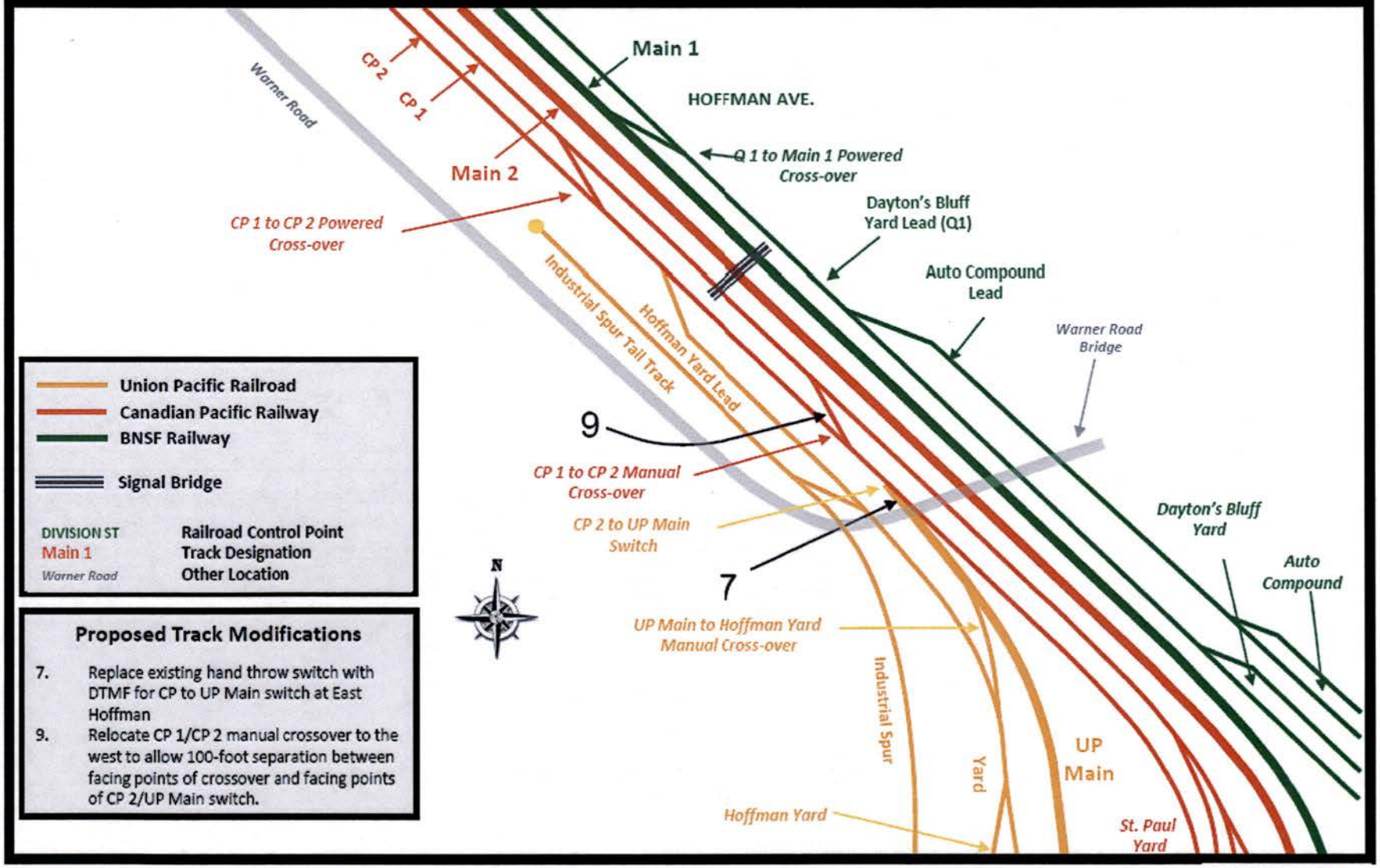


Proposed Track Modifications

1. Install and power West Terminal lead switch
2. Install and power East Terminal lead switch
3. Replace existing power switches to CP1 to SPUD Track crossover
4. Power southwest wye switch
5. Power southeast wye switch
6. Power UP State Street Industrial Lead switch to tracks 1 and 2
7. Replace existing hand throw switch with DTMF for CP to UP Main switch at East Hoffman
8. Upgrade SPUD track through south leg of wye to east terminal lead switch
9. Relocate CP 1/CP 2 crossover to the west to allow 100-foot separation between facing points of crossover and facing points of CP 2/UP Main switch.

(Note: All power and snow melter equipped switches will be integrated with the appropriate railroad's signaling and central dispatch system. The specific modifications to the signal system associated with these improvements have not been identified.)

Figure 2:
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/8/11



Proposed Track Modifications

7. Replace existing hand throw switch with DTMF for CP to UP Main switch at East Hoffman
9. Relocate CP 1/CP 2 manual crossover to the west to allow 100-foot separation between facing points of crossover and facing points of CP 2/UP Main switch.

(Note: All power and snow melter equipped switches will be integrated with the appropriate railroad's signaling and central dispatch system. The specific modifications to the signal system associated with these improvements have not been identified.)

65

Figure 3
Union Depot Railroad Approval Layout Set

09

MINNESOTA DEPARTMENT OF TRANSPORTATION
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

RAILROAD LAYOUT APPROVAL SET

PRELIMINARY FEB. 7, 2012 - SUBJECT TO FINAL DESIGN

THE UNION DEPOT

ST. PAUL, MINNESOTA

Ramsey County Regional Railroad Authority

CONSTRUCTION PLAN FOR UNION DEPOT PASSENGER RAIL SERVICE TRACK IMPROVEMENTS TO ACCOMODATE AMTRAK TRAINS 7 AND 8

STATE PROJ. NO.S 091-595-023, 091-595-24 & 091-595-025

RAILROAD LAYOUT APPROVAL SET

1	COVER SHEET
2	KEY PLAN
3-18	PROPOSED TRACK PLANS
19-20	RAILROAD ACCESS PLANS

PROJECT LOCATION
STATE: MINNESOTA
COUNTY: RAMSEY

SCALE IN FEET

LOCATION MAP 0 1000 2000

PLAN SHEET SCALES ARE BASED ON 30"X42" SHEET SIZE

MINN. PROJECT NO.s PNRS-TGR M238(001)
UDMT 6211(122)

GOVERNING SPECIFICATIONS

THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICA FOR CONSTRUCTION" AND ARCHITECTURAL-ENGINEERING MANUAL SHALL GOVERN. ALL TRAFFIC CO SIGNING AND DEVICES SHALL CONFORM TO THE MN MUTCD, INCLUDING THE FIELD MANUAL FOR TEI TRAFFIC CONTROL ZONE LAYOUTS.

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GREGORY S. BROWN
DATE: MAR. 18, 2011 MN LIC. NO. 22814

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JAMES HOSCHKA
DATE: MAR. 18, 2011 MN LIC. NO. 41266

INVOLVED RAIL CARRIERS

NAME
TITLE
SIGNATURE
REPRESENTING UNION PACIFIC CORPORATION

NAME
TITLE
SIGNATURE
REPRESENTING BNSF RAILWAY CO.

NAME
TITLE
SIGNATURE
REPRESENTING CANADIAN PACIFIC RAILWAY CO.

NAME
TITLE
SIGNATURE
REPRESENTING AMTRAK NATIONAL RAILROAD PASSENGER CORPORATION

FEDERAL RAILROAD ADMINISTRATION

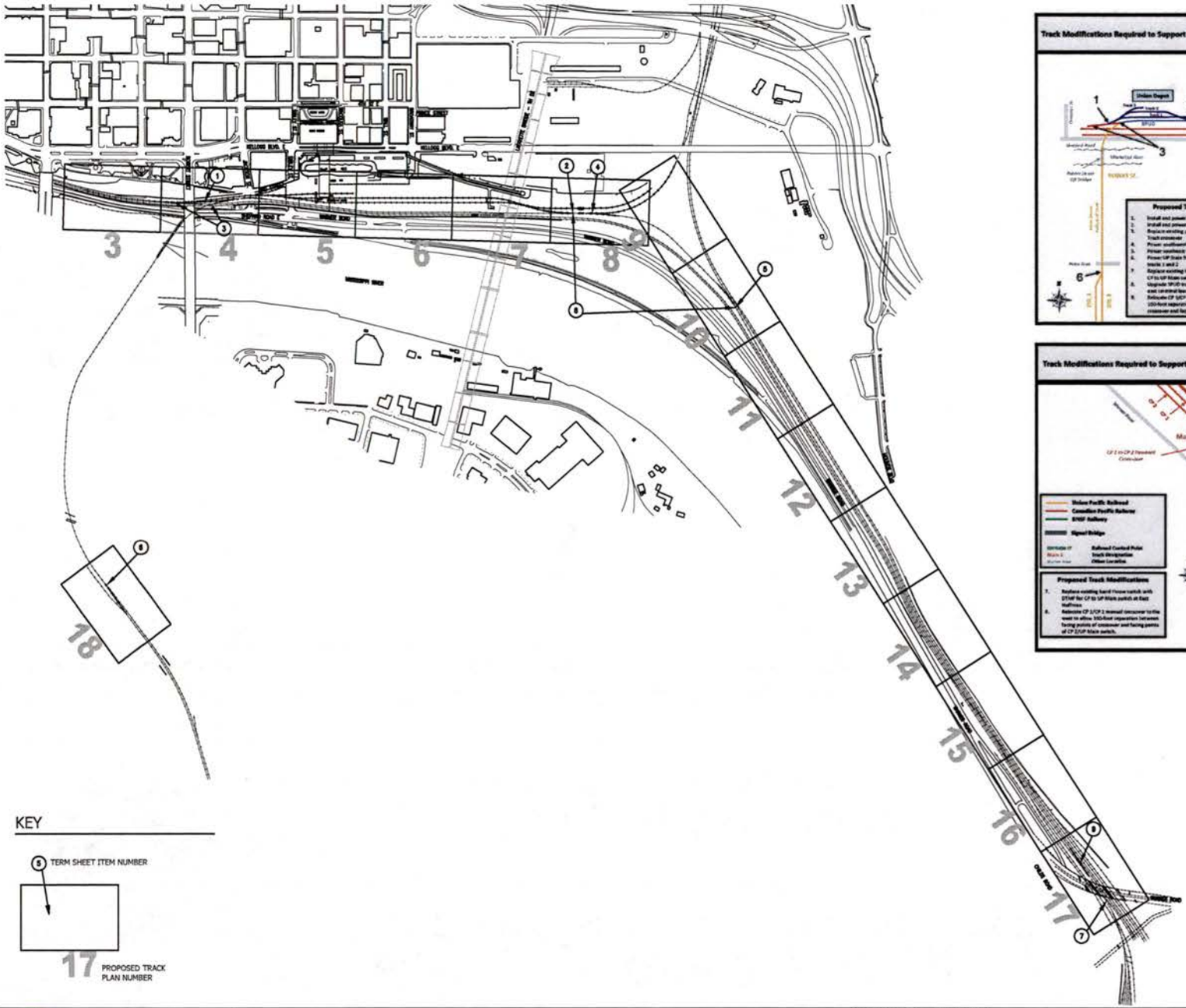
NAME
TITLE
SIGNATURE
REPRESENTING FEDERAL RAILROAD ADMINISTRATION

STATE OF MINNESOTA

NAME
TITLE
SIGNATURE
REPRESENTING STATE OF MINNESOTA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

NAME
TITLE
SIGNATURE
REPRESENTING RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY



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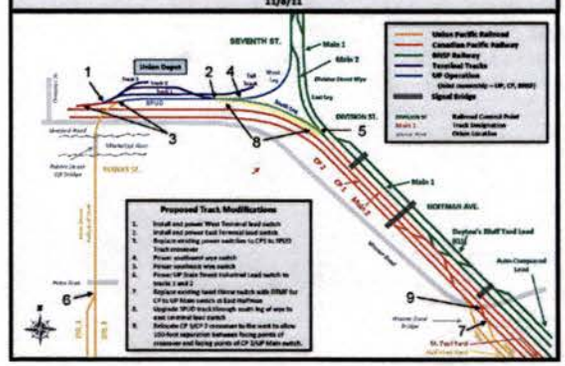

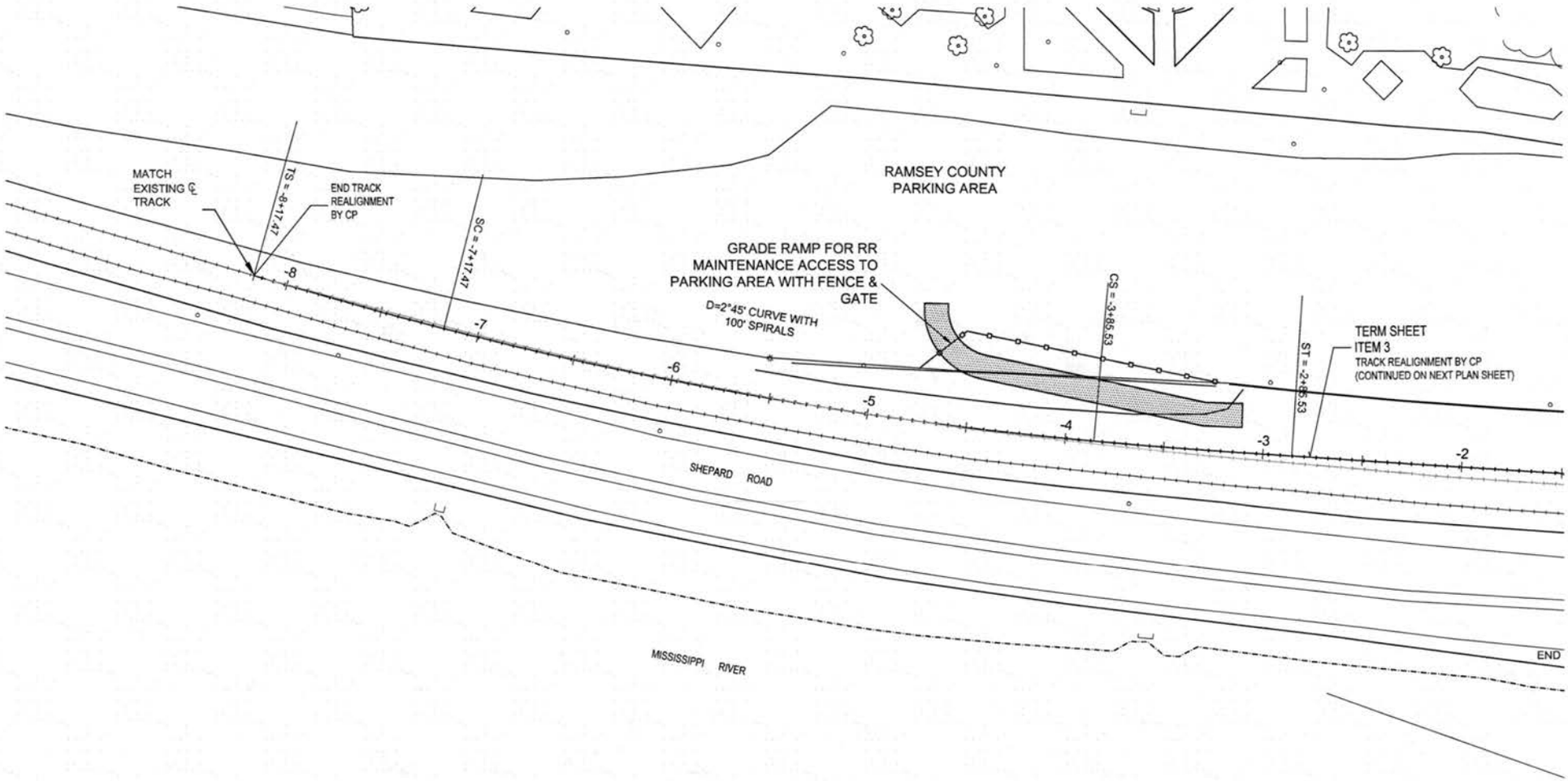

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REVISED JAN 23, 2012

TRACK MODIFICATIONS

COMM. NO. 31810856
SCALE 1" = 50'-0" FS
DATE AUG 18, 2011
DRAWN IBURRELL

PROPOSED TRACK PLAN

SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

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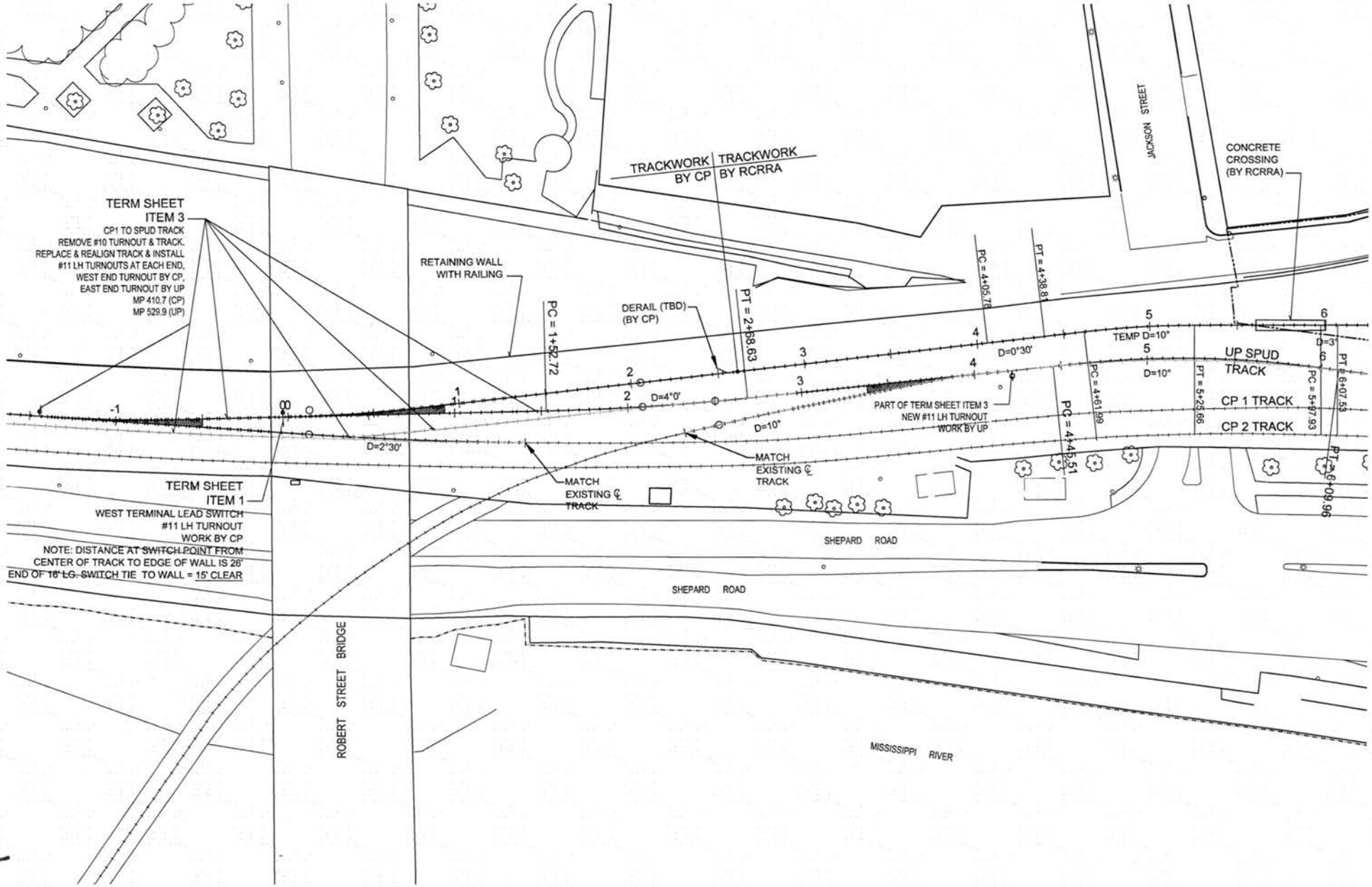

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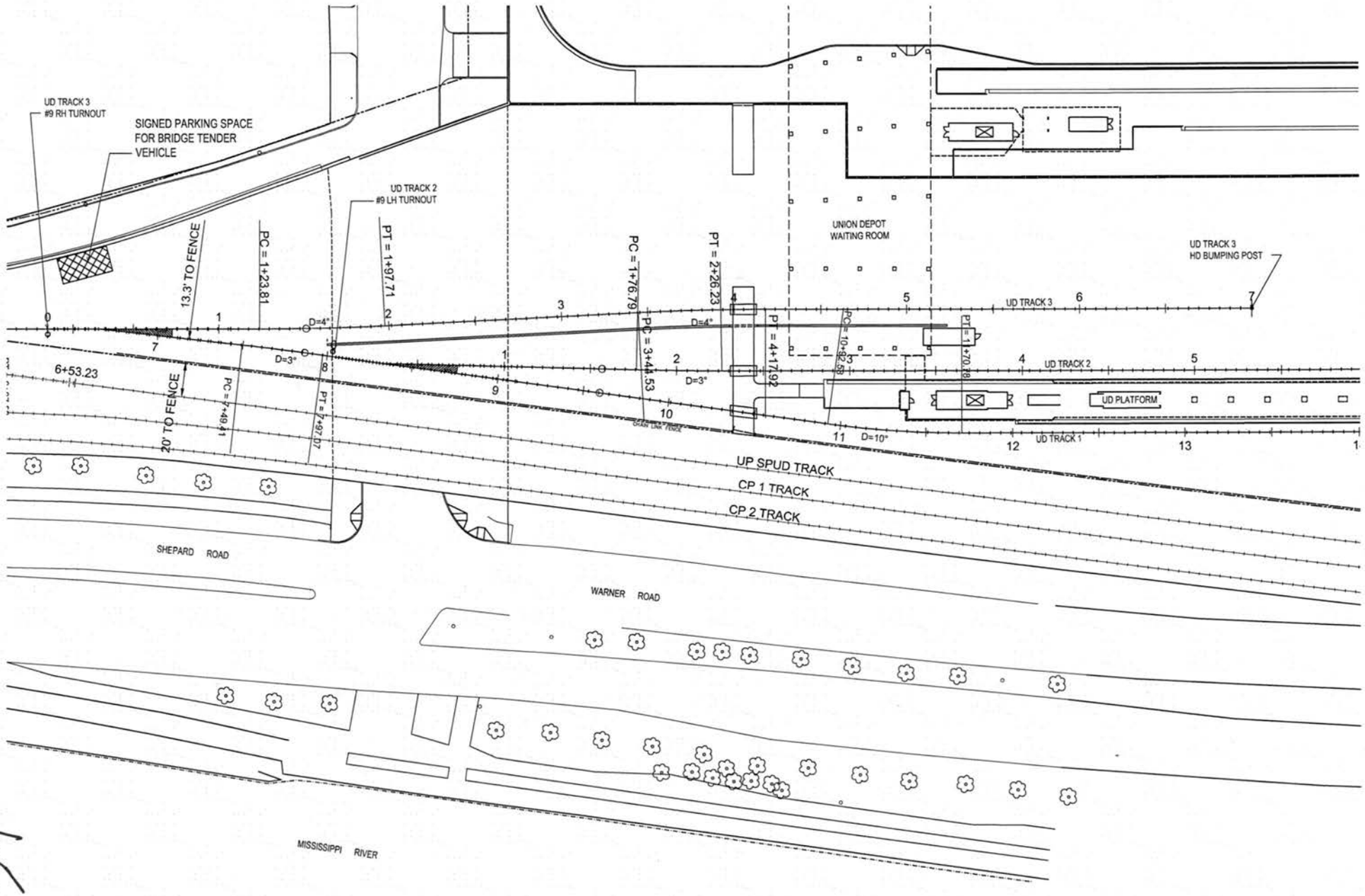

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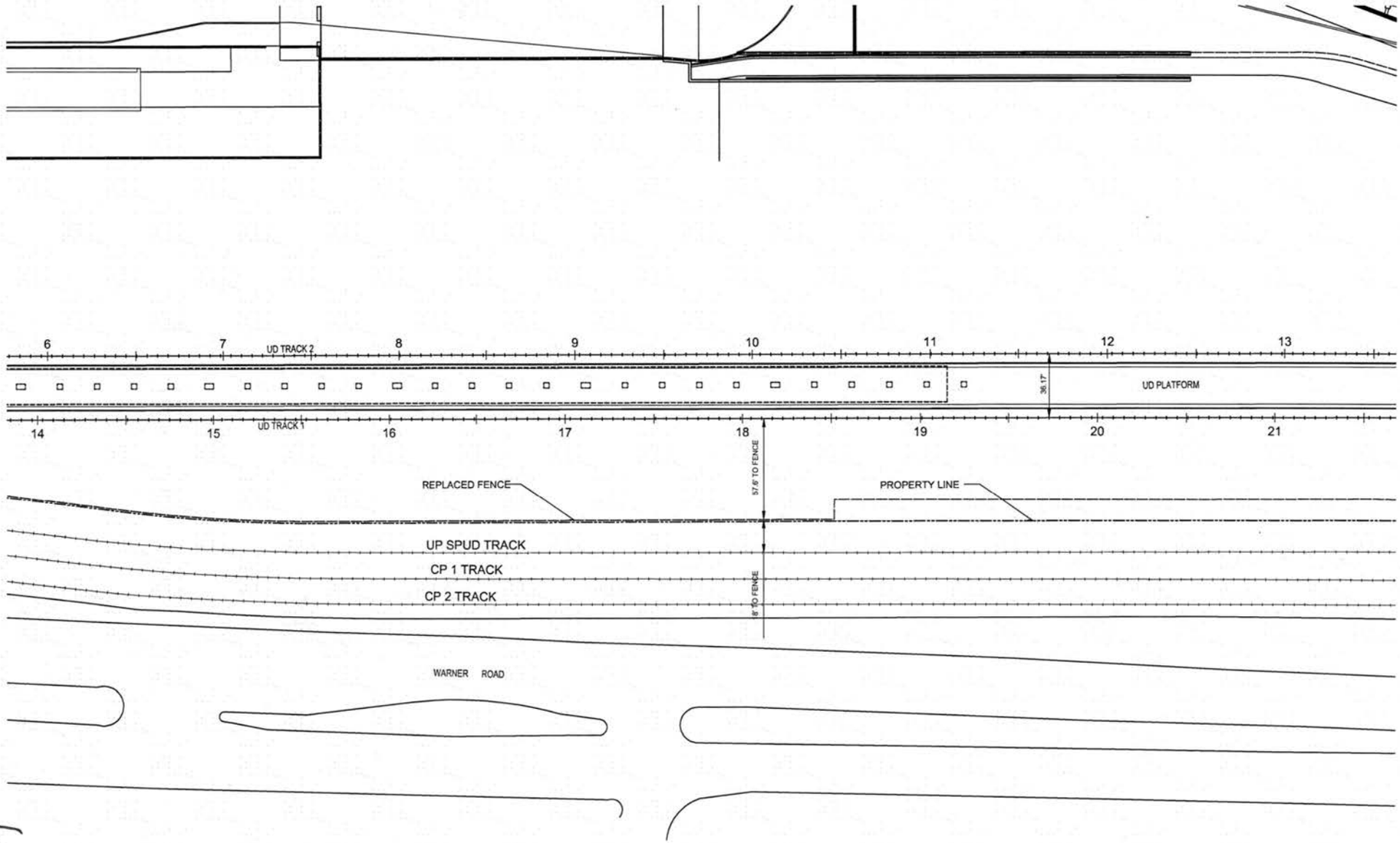

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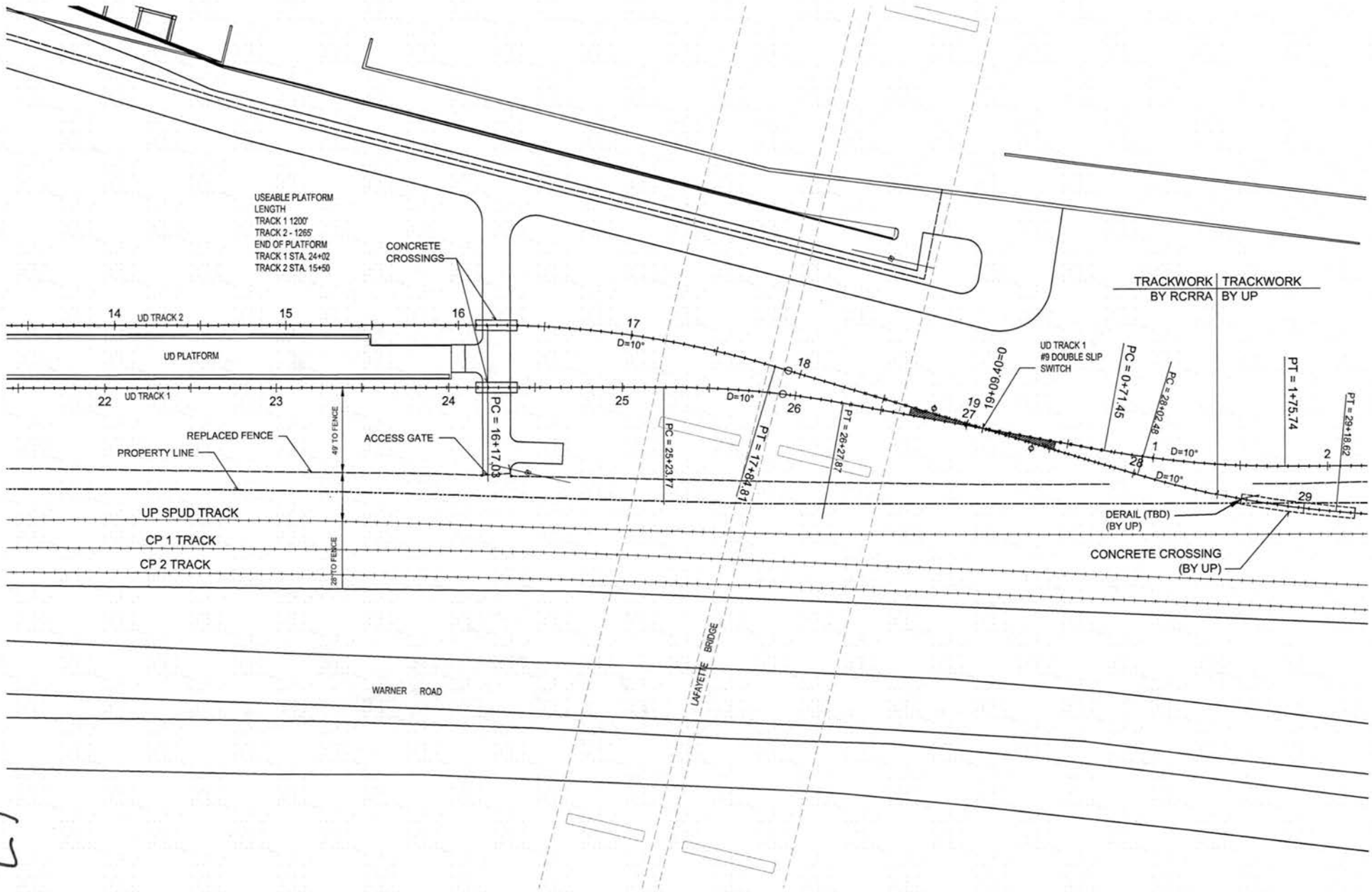

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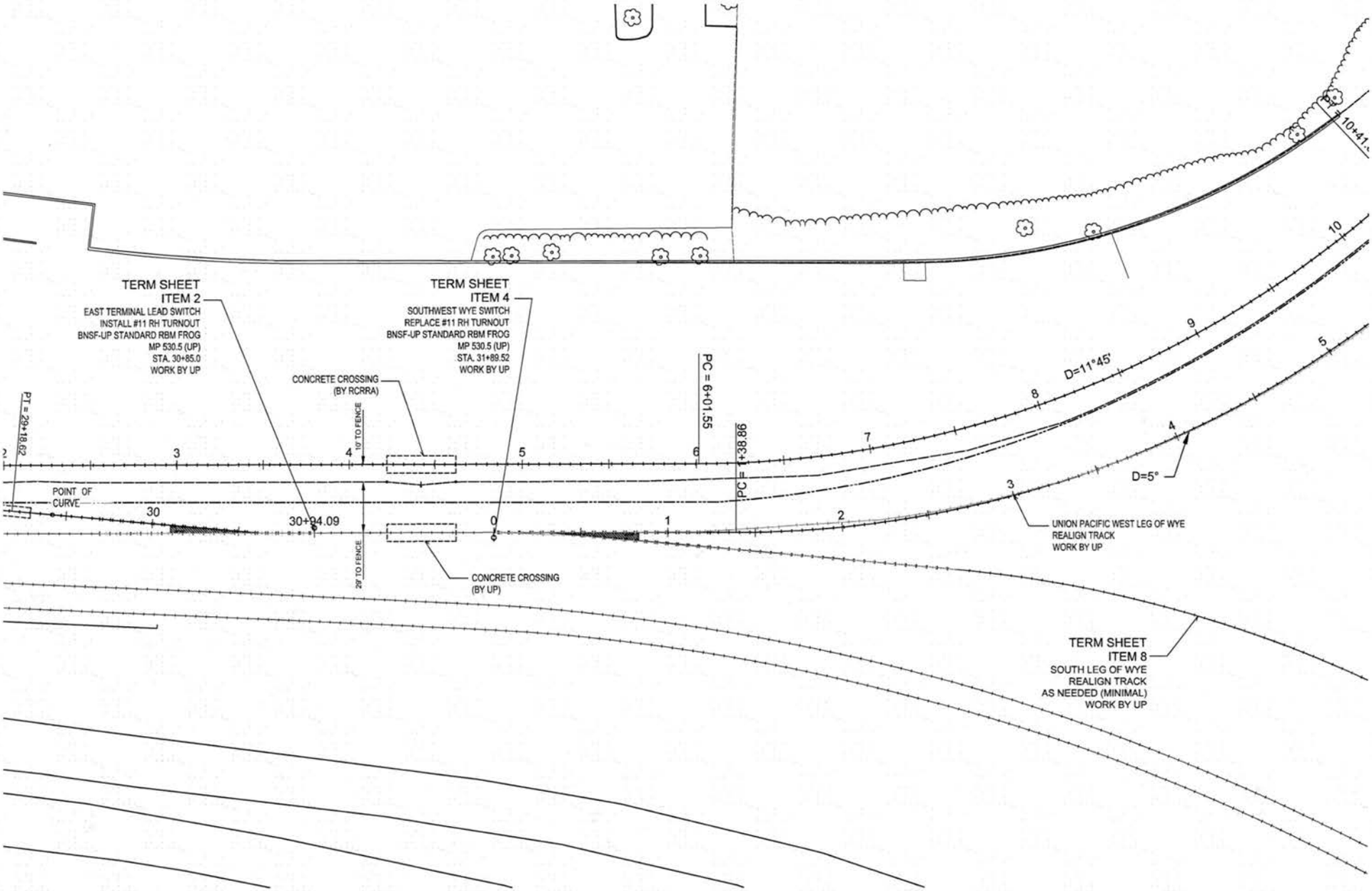

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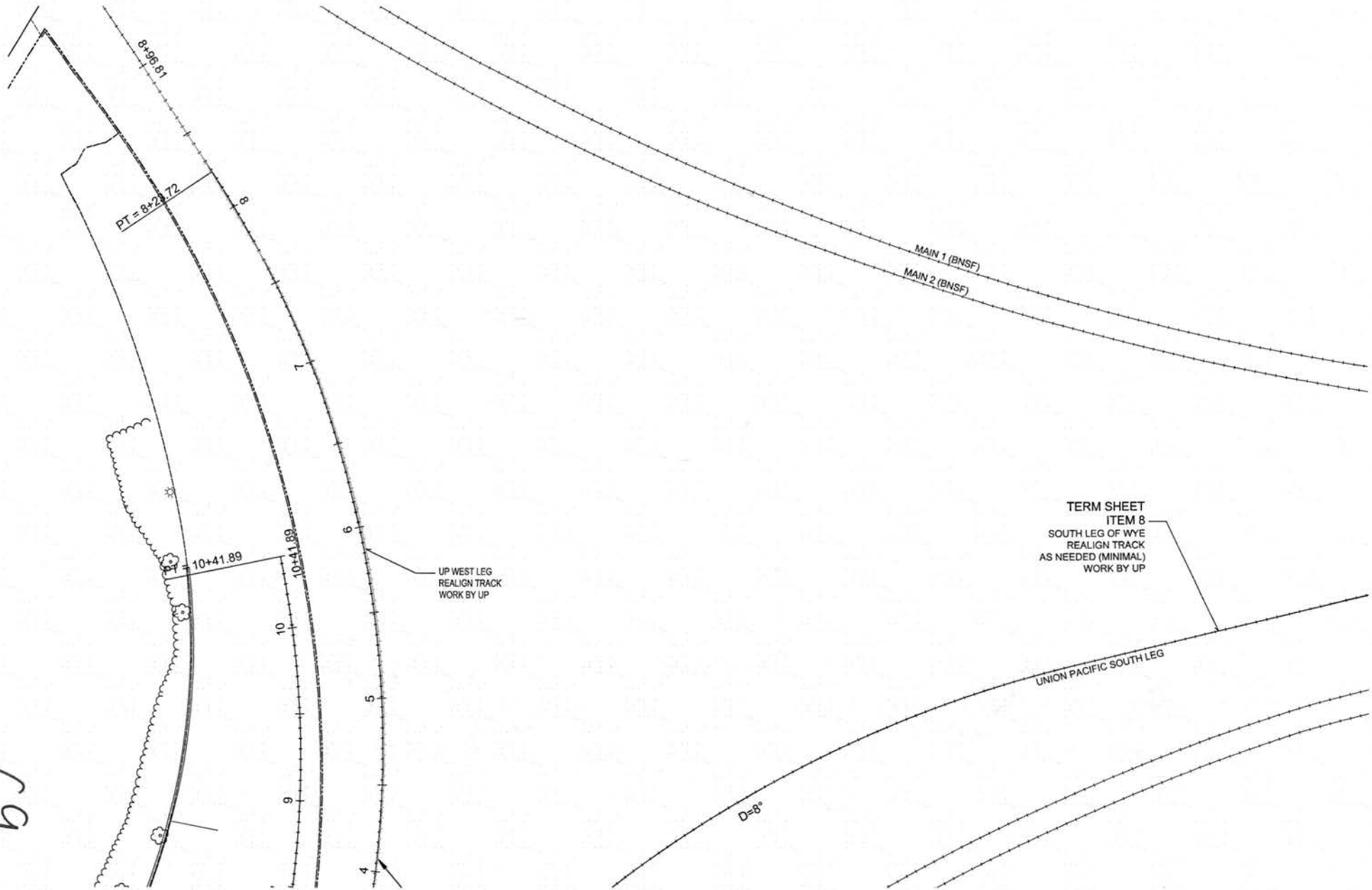

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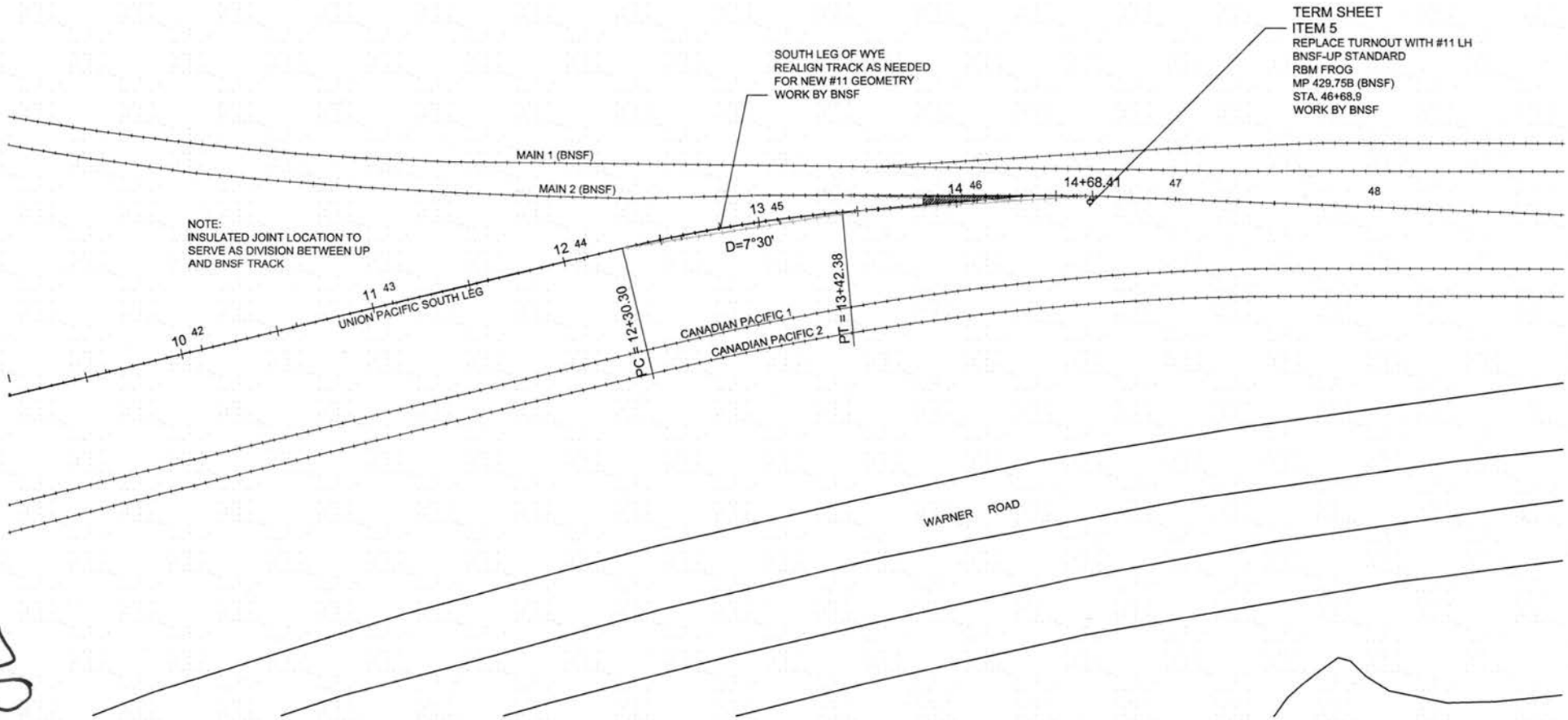

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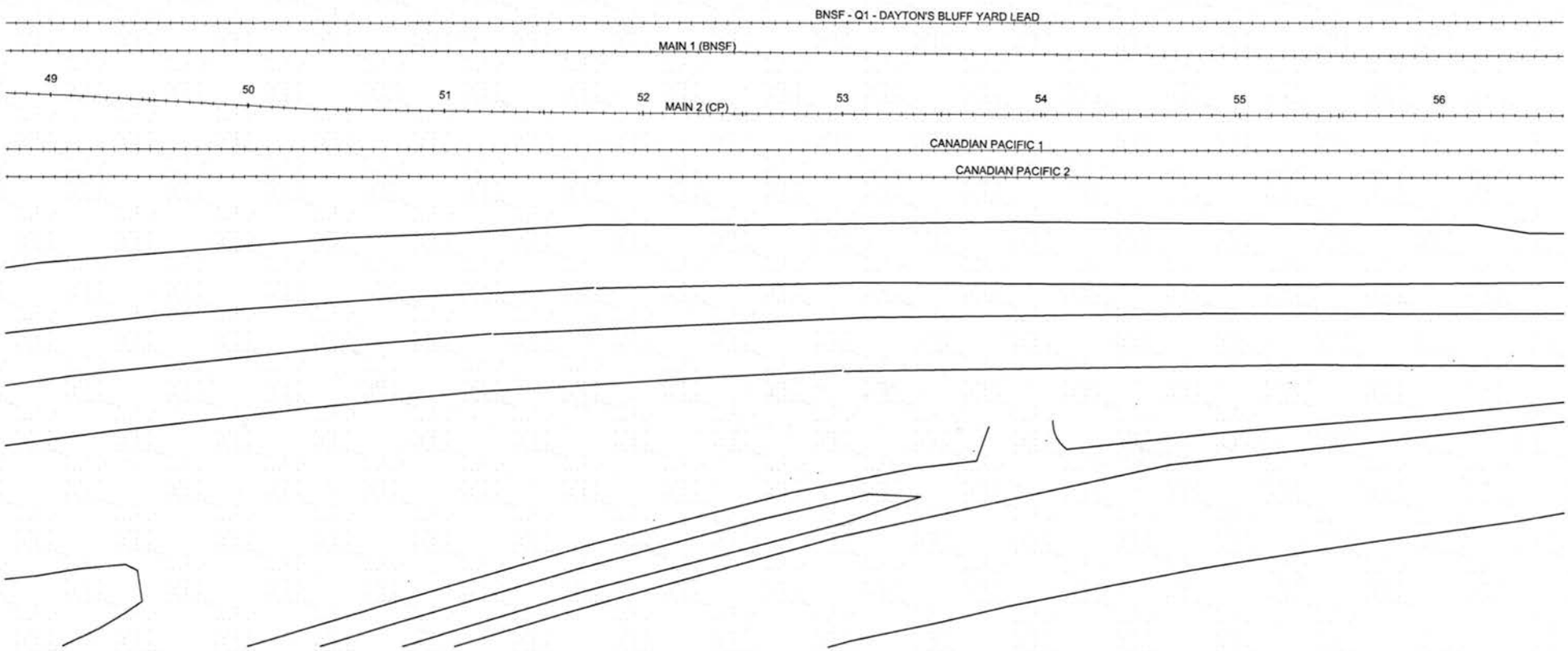

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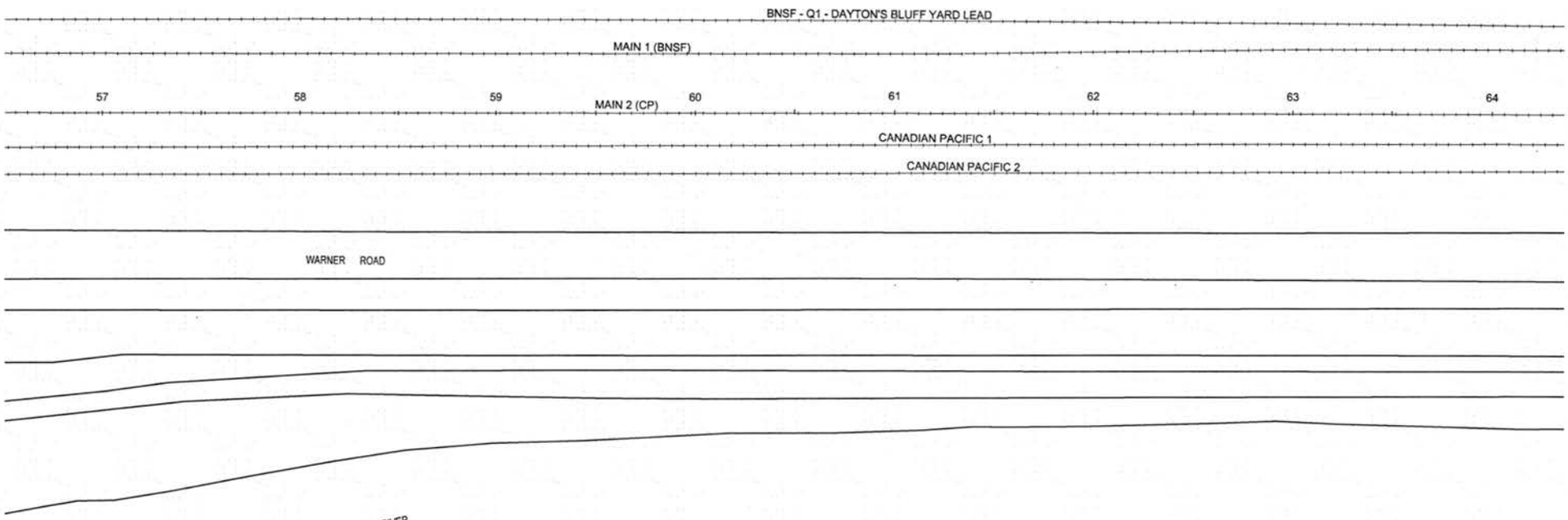

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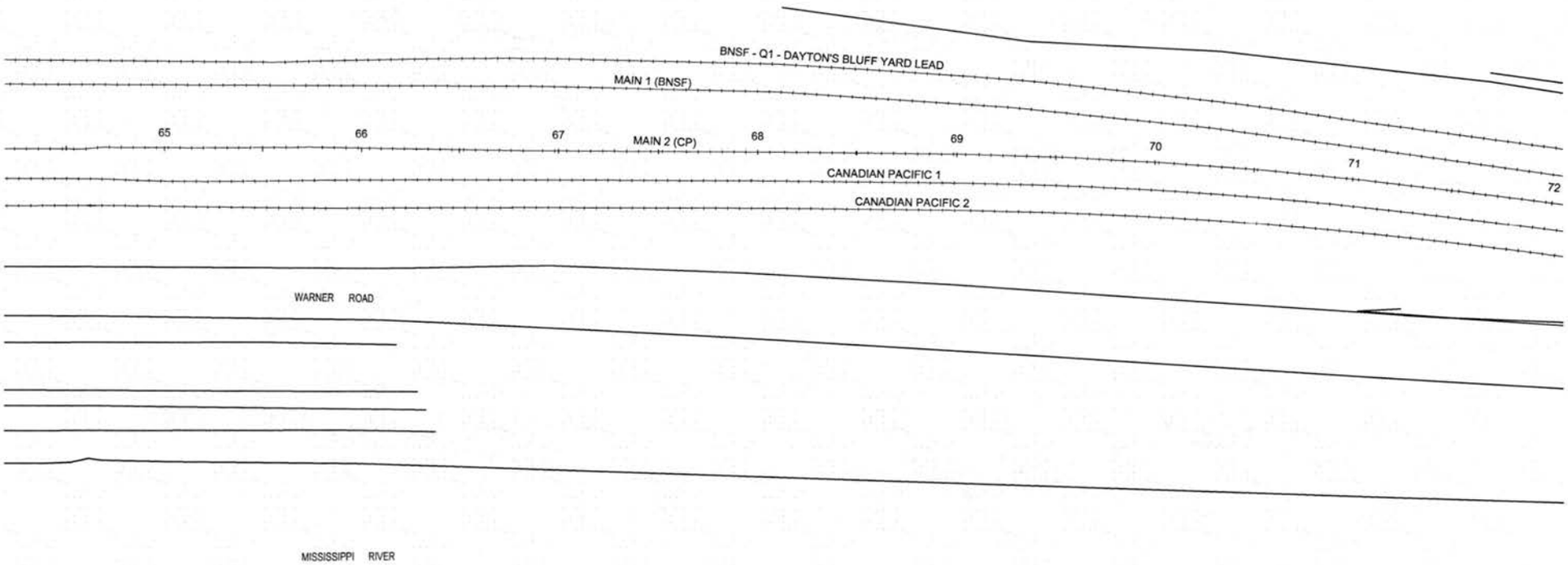

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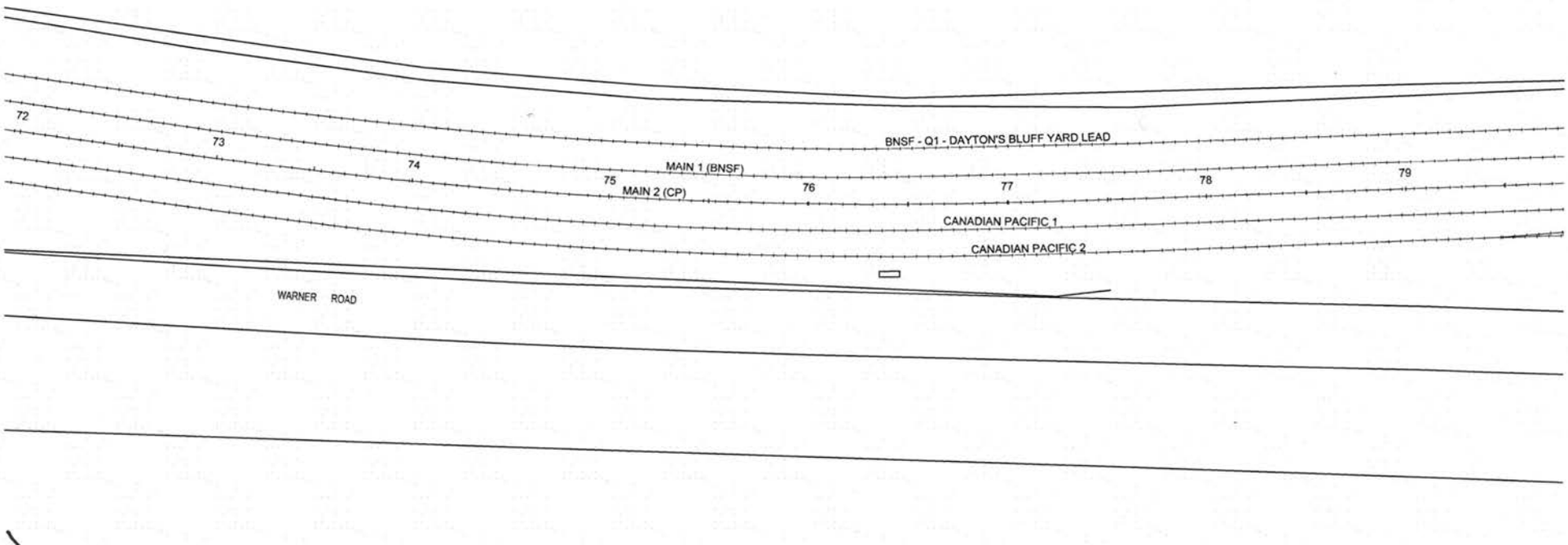

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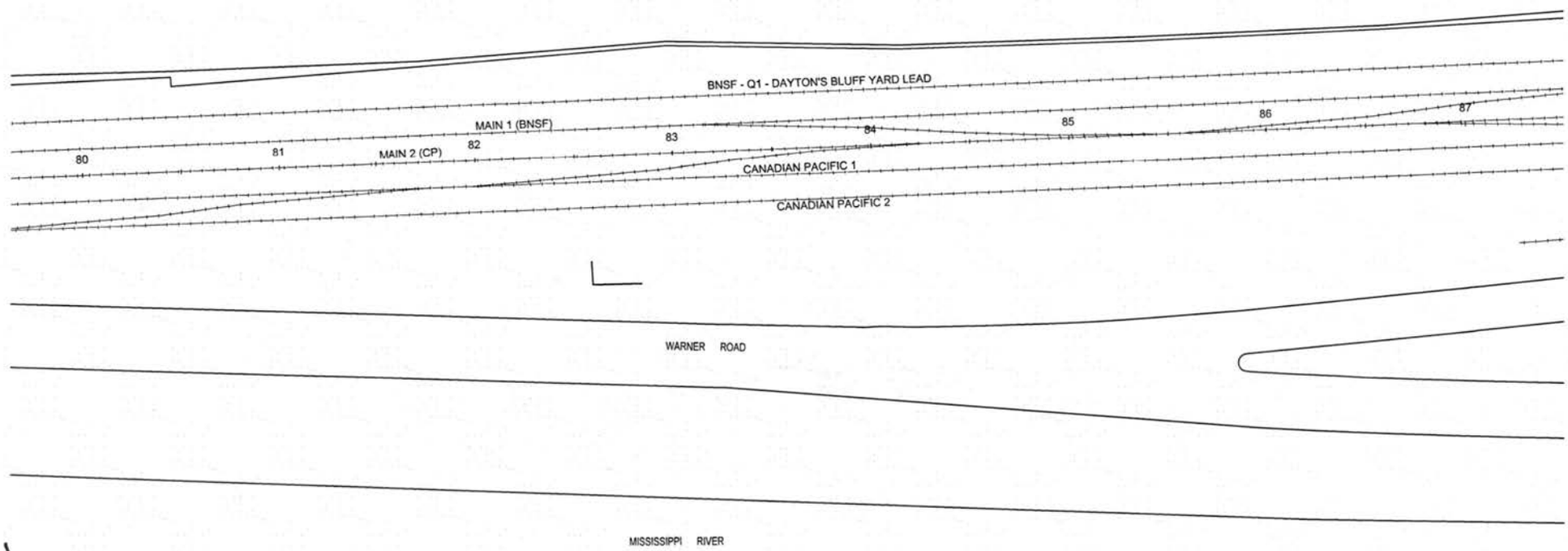

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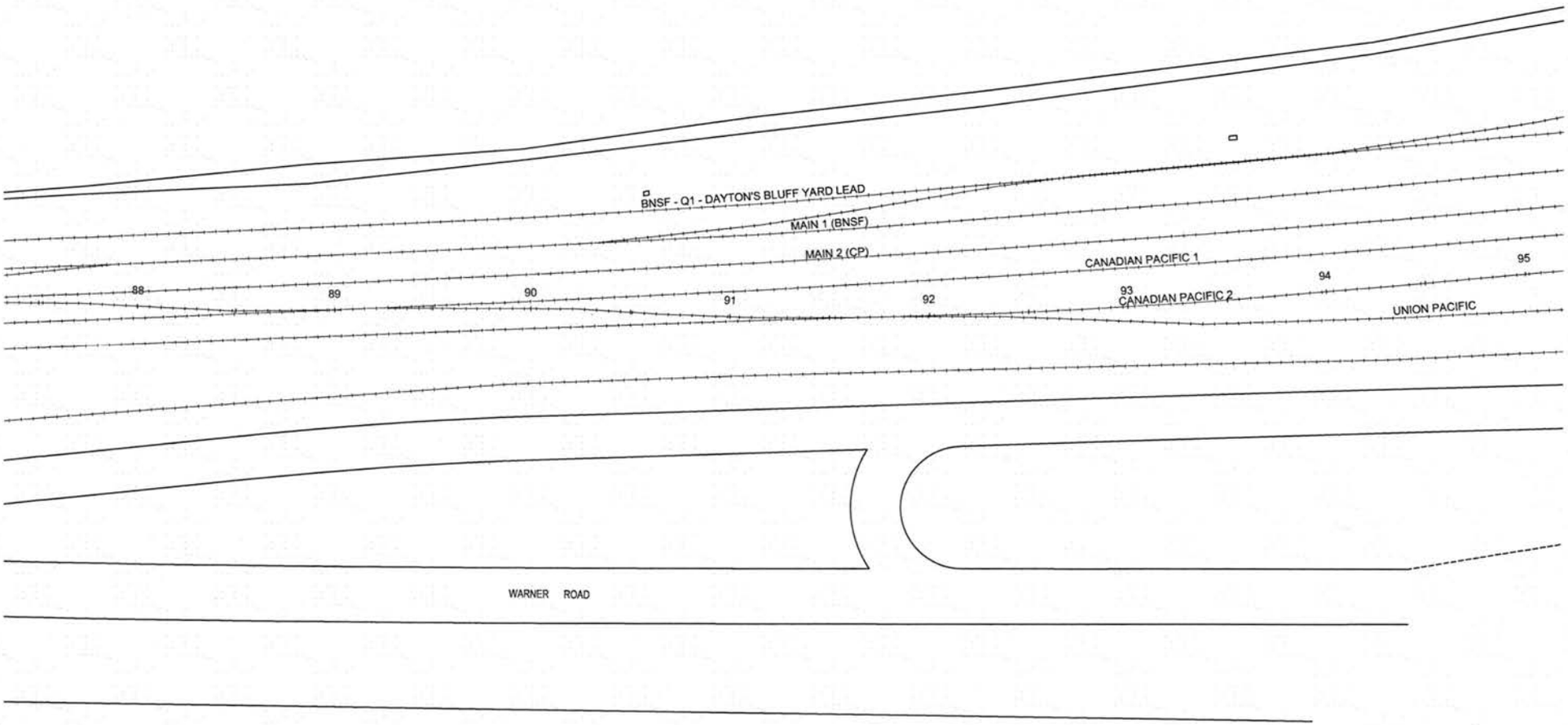

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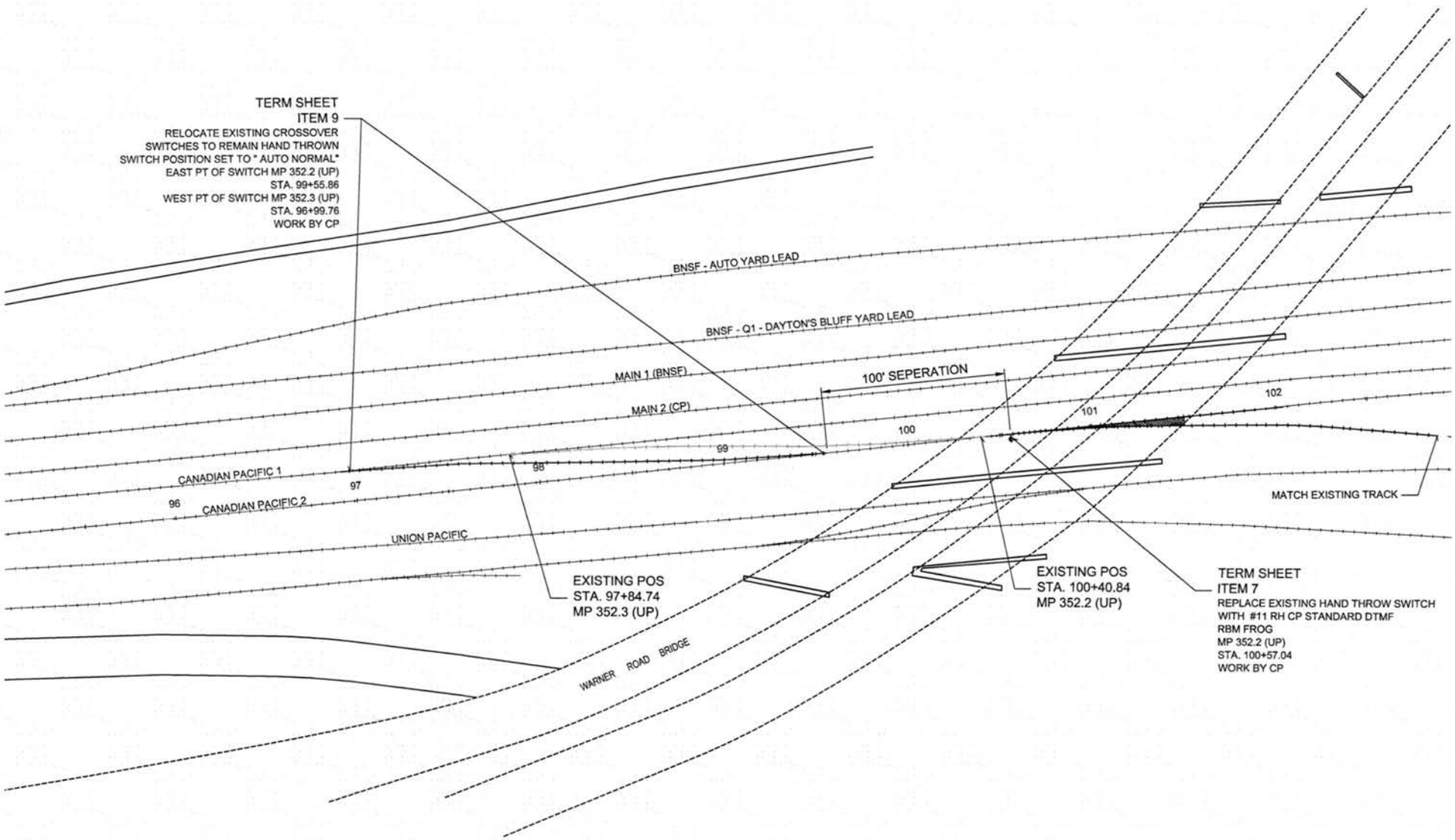

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
GREGORY E. BROWN
DATE: AUG 15, 2011 MN LIC. NO. 22914

6/16/2011 RAILROAD PROPERTY ACCESS - URS
REVISED DEC 13, 2011
REVISED JAN 26, 2012
REVISION HISTORY - THIS SHEET

TRACK MODIFICATIONS
COMM. NO. 31810856
SCALE 1" = 50'-0" FS
DATE AUG 15, 2011
DRAWN BURRELL

PROPOSED TRACK PLAN
SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025
17

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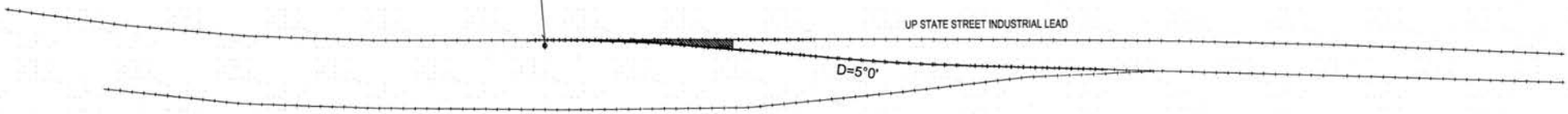
TERM SHEET
ITEM 6
POWER UP STATE STREET INDUSTRIAL
LEAD SWITCH TO TRACKS 1 & 2
#11 RH - BNSF-UP STANDARD
RBM FROG
MP 529.08 (UP)
WORK BY UP



UNION DEPOT
ST. PAUL, MINNESOTA
Ramsey County Regional Railroad Authority

Mortenson construction
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GREGORY S. BROWN
DATE: AUG 15, 2011 MN LIC. NO. 22914

REVISION HISTORY - THIS SHEET
6/15/2011 RAILROAD PROPERTY ACCESS – URS
REISSUED DEC 13, 2011
REISSUED JAN 23, 2012

TRACK MODIFICATIONS
COMM. NO. 31810856
SCALE 1" = 50'-0" FS
DATE AUG 15, 2011
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PROPOSED TRACK PLAN
SP NO. 091-595-023
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18

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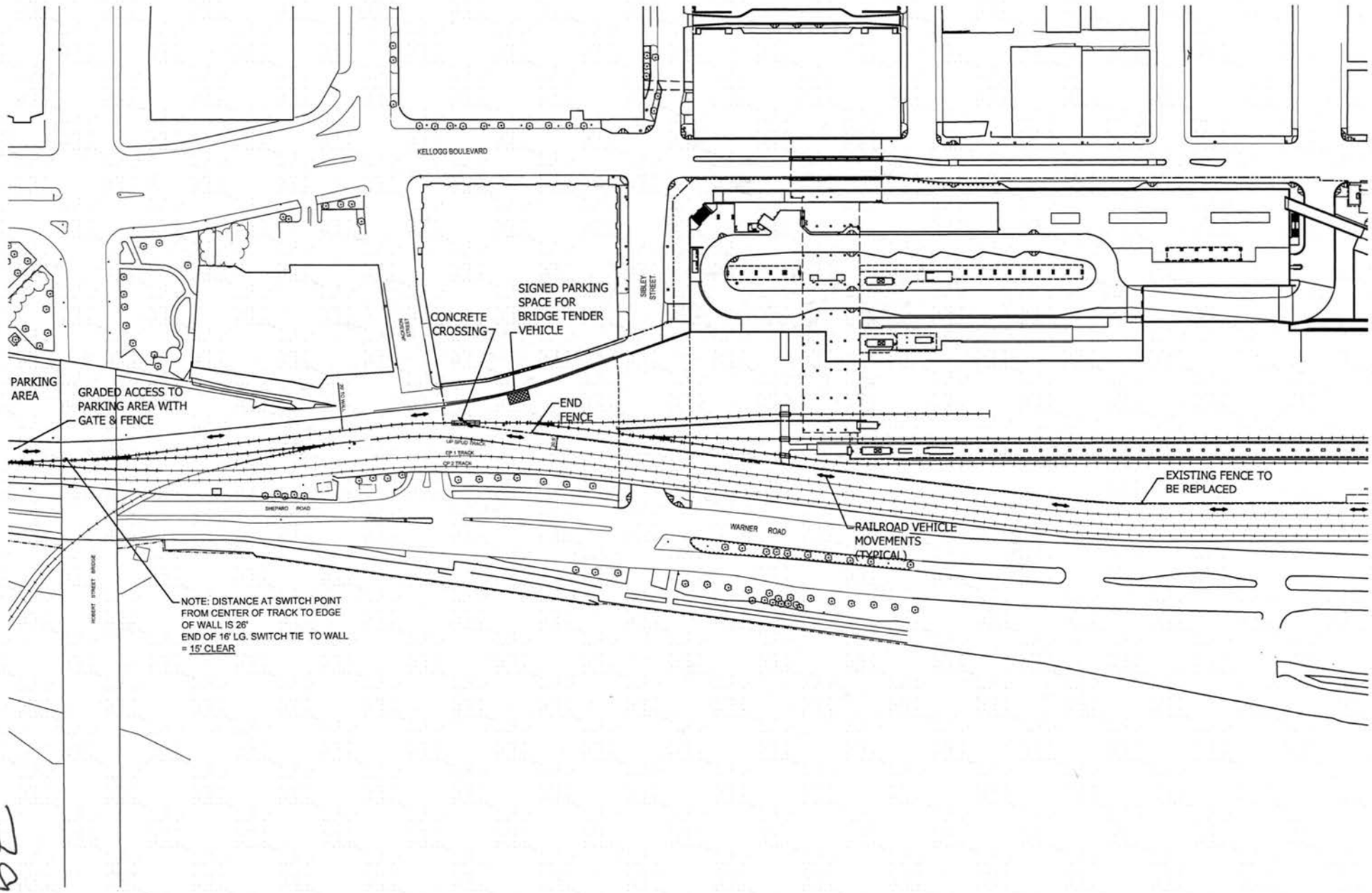

UNION DEPOT
ST. PAUL, MINNESOTA
Ramsey County Regional Railroad Authority

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GREGORY L. BROWN
DATE: DEC. 20, 2010 MN LIC. NO. 22814

REVISED – OCT 19, 2011
REVISED DEC 13, 2011
REVISION HISTORY - THIS SHEET

RAILROAD LAYOUT

COMM. NO. 31810858
SCALE 1" = 50'-0" FS
DATE AUG 18, 2011
DRAWN BURRELL

RAILROAD ACCESS PLAN

SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

19

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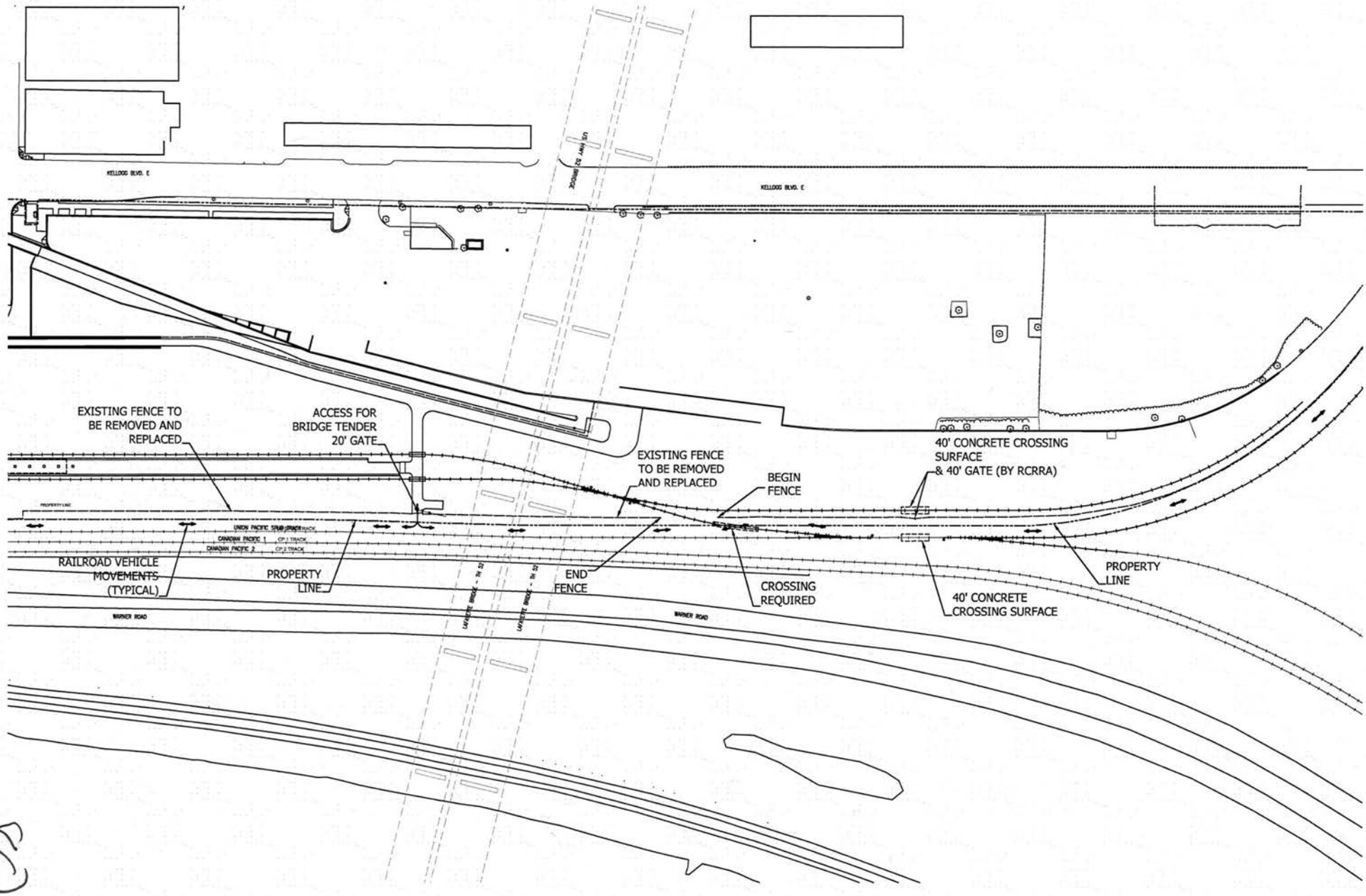

C8

UNION DEPOT
ST. PAUL, MINNESOTA
Ramsey County Regional Railroad Authority

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GREGORY S. BROWN
DATE: DEC. 20, 2010 MN LIC. NO. 22914

REVISED DEC 13, 2011
REVISED JAN 23, 2012

REVISION HISTORY - THIS SHEET

RAILROAD LAYOUT

COMM. NO. 31810856
SCALE 1" = 50'-0" FS
DATE AUG 15, 2011
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RAILROAD ACCESS PLAN

SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

20

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Ramsey County Regional Railroad Authority

3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **03/13/2012**

Regional Railroad Authority Meeting Date: _____

***SUBJECT*: Engineering agreement with Canadian Pacific Railway**

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has committed to renovating the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes the construction of rail and platforms for the introduction of passenger rail service. Initially the passenger rail service will consist of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago.

Prior to the Empire Builder serving the Union Depot, track improvements must be made to the existing freight rail network to allow the train to access the station and to mitigate impacts caused by the new station stop. Staff has been working with Mortenson Construction and the BNSF Railway (BNSF), Canadian Pacific Railway (CP), Union Pacific Railroad (UP), Amtrak, the Federal Railroad Administration (FRA), and Minnesota Department of Transportation (Mn/DOT) to identify the improvements necessary and to develop preliminary track plans for the approval of BNSF, CP, UP, FRA, Mn/DOT, and Amtrak.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve the Engineering Agreement with Canadian Pacific Railway for the completion of track and signal design for the West Terminal Lead, CP/UP Crossover, CP to UP switch and a crossover in Hoffman Interlocking, to be completed by December 31, 2013, in an amount not to exceed $650,000.
2. Authorize the Chair to execute the agreement on behalf of the RCRRA.

***SUBJECT*: Engineering agreement with Canadian Pacific Railway**

(Executive Summary continued)

As identified in the Union Depot Renovation Project Term Sheets (Term Sheets), an Engineering/Public Project Reimbursement Agreement is needed between the RCRRA and each freight railroad prior to design work being completed for both the track and signal systems.

The Engineering/Public Project Reimbursement Agreements are binding documents that commit the RCRRA to reimburse the freight railroads for their costs in completing final track and signal designs for the improvements identified in the Term Sheets. The agreements are detailed below:

Canadian Pacific

The Engineering Agreement with Canadian Pacific Railway commits the CP to complete track and signal design for the West Terminal Lead, CP/UP Crossover, CP to UP switch and a crossover in Hoffman Interlocking. This work will be completed by December 31, 2013 and will have a not to exceed cost of $650,000.

Funding for the $1,097,000 in combined costs will come from the 2011 Union Depot Project Budget. All costs are within the budget amount.

*The Engineering Agreement with Canadian Pacific Railway is attached. The Preliminary Engineering Agreement with BNSF Railway and the Public Project Reimbursement Agreement with Union Pacific Railroad will be brought to the RCRRA Board on March 20th.

***SUBJECT*: Engineering agreement with Canadian Pacific Railway**

ATTACHMENTS:

1. Engineering Agreement between the RCRRA and Canadian Pacific Railway

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

Approval of the engineering agreements with the freight railroads will ensure that the final track design and signal design are completed so that Amtrak Empire Builder trains can serve the Union Depot.

***SUBJECT*: Engineering agreement with Union Pacific Railway**

Regional Railroad Authority – Authorized Signature	Date
	3/6/12

Budgeting & Accounting – Authorized Signature	Date
	3/6/12

County Attorney – Authorized Signature	Date
	3-5-2012

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

***SUBJECT*: Engineering agreement with Canadian Pacific Railway**

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority 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; and

WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service; and

WHEREAS, The Empire Builder will utilize BNSF Railway (BNSF), Canadian Pacific Railway (CP), and Union Pacific Railroad (UP) track to access the Depot; and

WHEREAS, Accessing the BNSF, CP, and UP track will require capacity improvements so that the Empire Builder can maintain on-time performance without negatively impact existing freight operations; and

WHEREAS, The Ramsey County Regional Railroad Authority has worked with BNSF, CP, and UP to develop and execute a Union Depot Renovation Project Term Sheet (Term Sheet) with each railroad that identifies the capacity improvements necessary to maintain on-time performance and mitigate the impact to freight rail operations; and

WHEREAS, The BNSF, CP, and UP each require the execution of a second agreement to bind the parties allowing final track design and signal design can begin; and

WHEREAS, Per the agreements, the Ramsey County Regional Railroad Authority will provide funds to each railroad for the work necessary to complete final track design and signal design; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Engineering Agreement with the Canadian Pacific Railway for the completion of track and signal design for the West Terminal Lead, CP/UP Crossover, CP to UP switch and a crossover in Hoffman Interlocking, to be completed by December 31, 2013, in an amount not to exceed $650,000; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement on behalf o the Ramsey County Regional Railroad Authority.

5

Ramsey County Regional Railroad Authority

3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **03/13/2012**

Regional Railroad Authority Meeting Date: _____

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(The Executive Summary is continued on the following page)

ACTION REQUESTED

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***SUBJECT*: Engineering agreement with Canadian Pacific Railway**

(Executive Summary continued)

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PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

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SUBJECT: Engineering agreement with
Union Pacific Railway

Regional Railroad Authority – Authorized Signature	Date
	3/6/12

Budgeting & Accounting – Authorized Signature	Date
	3/6/12

County Attorney – Authorized Signature	Date
	3-5-2012

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

***SUBJECT*: Engineering agreement with Canadian Pacific Railway**

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority 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; and

WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service; and

WHEREAS, The Empire Builder will utilize BNSF Railway (BNSF), Canadian Pacific Railway (CP), and Union Pacific Railroad (UP) track to access the Depot; and

WHEREAS, Accessing the BNSF, CP, and UP track will require capacity improvements so that the Empire Builder can maintain on-time performance without negatively impact existing freight operations; and

WHEREAS, The Ramsey County Regional Railroad Authority has worked with BNSF, CP, and UP to develop and execute a Union Depot Renovation Project Term Sheet (Term Sheet) with each railroad that identifies the capacity improvements necessary to maintain on-time performance and mitigate the impact to freight rail operations; and

WHEREAS, The BNSF, CP, and UP each require the execution of a second agreement to bind the parties allowing final track design and signal design can begin; and

WHEREAS, Per the agreements, the Ramsey County Regional Railroad Authority will provide funds to each railroad for the work necessary to complete final track design and signal design; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Engineering Agreement with the Canadian Pacific Railway for the completion of track and signal design for the West Terminal Lead, CP/UP Crossover, CP to UP switch and a crossover in Hoffman Interlocking, to be completed by December 31, 2013, in an amount not to exceed $650,000; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement on behalf o the Ramsey County Regional Railroad Authority.

5

Attachment # 1

ENGINEERING DESIGN AGREEMENT

This AGREEMENT made and entered into by and between RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY (the "RCRRA"), and SOO LINE RAILROAD COMPANY, doing business as Canadian Pacific ("CP"),

WITNESSETH:

WHEREAS, the RCRRA desires to establish Amtrak Empire Builder service through the Union Depot in Saint Paul, Minnesota; and

WHEREAS, turnout, track and signal additions and improvements to the operating rail properties of CP, BNSF Railway Company ("BNSF") and Union Pacific Railroad ("UP") near or adjacent to the Union Depot are necessary to establish this service; and

WHEREAS, the RCRRA, CP, BNSF, UP and National Railroad Passenger Corporation ("Amtrak") have approved an engineering plan labeled with State Project Nos. 091-595-023, 091-595-24, and 091-595-025 dated January 26, 2012, marked **Figure 1** and attached hereto and hereby made a part of;

WHEREAS, the RCRRA and CP have signed a Term Sheet dated (to be added once the TS goes through final CP review) concerning the additions and improvements necessary for the RCRRA's establishment of passenger service through the Union Depot (the "Project"), marked **Exhibit A** and attached hereto; and

WHEREAS, the RCRRA will execute similar Term Sheets with BNSF and UP and will enter into similar agreements with BNSF and UP regarding the preliminary engineering work necessary for the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. The Parties shall perform the following services. The term "Services" means all services the Parties are required to provide under this Agreement for the engineering design of the Project. The Services specifically excludes the construction, operation and maintenance of the completed Project.

(I) SERVICES BY THE RCRRA. The RCRRA shall furnish or cause to be furnished, at its expense, all the Services required to perform and complete:

a. Coordination of switch, track and signal additions and improvements among CP, BNSF, UP and Amtrak needed to establish said Amtrak Empire Builder service;

b. All required preliminary engineering and signal design other than that described in paragraph (II) below; and

c. Incidental Services necessary to complete the items hereinabove specified.

(II) SERVICES BY CP. CP shall furnish or cause to be furnished, at the expense of the RCRRA, all the Services required to perform and complete the engineering design plans for which CP is responsible as outlined in the Term Sheet dated (to be added once the TS goes through final CP review) and the engineering plan with State Project Nos. 091-595-023, 091-595-24, and 091-595-025 dated January 26, 2012, both attached hereto and made a part hereof.

a. Preliminary Design

i. CP is responsible for providing the following design elements, as applicable, for the Project to the RCRRA and Federal Railroad Administration (FRA) for approval. Upon approval of the design elements by the FRA and RCRRA, CP shall proceed with Final Design.

1. A set of track plans either drawn to scale or schematic in nature, depending on location and complexity.
2. The frog size of all turnout/crossovers within an interlocking.
3. The location of each Central Instrument House and other interlocking houses.
4. The location of each signal and/or signal bridge at an interlocking or at an automatic block signal.
5. Railroad grades and grade change points
6. Signal Design Speeds for freight and passenger trains and site specific permanent civil speed restrictions.
7. Railroad braking curves for freight and passenger trains.
8. Location and distance to any hazard detectors, including but not limited to hot boxes, dragging equipment, high/wide loads, high water and slide areas.
9. The distance between all signals in feet.
10. The aspects to be displayed on each signal and how it relates to a signal being displayed in advance of or behind it.
11. The location of all highway grade crossings and what active grade crossing warning systems are to be used.
12. The location of all electrically locked hand thrown turnouts and derailers.
13. Identification of which railroad controls each interlocking.
14. Cab signal rates.
15. Cut and fill sections.
16. Railroad mileposts and ownership limits/changes.
17. Passenger station platform locations.
18. Special non-standard circumstances or conditions.

19. Locations of objects that may impact basic design including, but not limited to retaining walls, bridges, station platforms, and natural features such as rivers.

20. Property lines where additional property is required for signal facilities or access/maintenance of way.

b. Final Design

c. Engineering design;

d. Review of plans;

e. Design of new train control signals;

f. Review of preliminary engineering and signal designs of BNSF and UP;

g. Review of structure plans and calculations; and

h. Incidental Services necessary to complete the items hereinabove specified.

The cost of CP's Services and Reimbursable Expenses set forth above shall not exceed $650,000. Reimbursement for the Services and Reimbursable Expenses will be on the basis of the actual cost of the Services and Reimbursable Expenses to CP, subject to the maximum of $650,000.

CP may perform the Services through the use of its own forces, CP's preferred service providers, or other providers satisfactory to CP. All Services will be performed in accordance with CP standards. CP must approve the design, installation and timing of installation of all improvements on CP property.

SECTION 2. CP shall be entitled to payment for the actual cost of Services and Reimbursable Expenses, subject to the maximum of $650,000, in accordance with the "Standard Provisions for Highway-Railroad Agreements" attached hereto as **Exhibit B**. Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

SECTION 3. In the event that delays or difficulties arise which in the opinion of the RCRRA render it impracticable to proceed with the Project, then at any time the RCRRA may serve formal notice of cancellation upon CP and this Agreement shall thereupon become null and void, except the RCRRA shall reimburse CP for all costs incurred by CP prior to notice of cancellation or which are unavoidable by CP after notice of cancellation has been received.

SECTION 4. GENERAL PROVISIONS.

(I) FORCE MAJEURE. The obligations of the RCRRA and CP under this Agreement, other than payment, shall be subject to force majeure (which shall include strikes, riots, floods, accidents, Acts of God, and other causes or circumstances beyond the reasonable control of the Party claiming such force majeure as an excuse for non-performance), but only as long as, and to the extent that, such force majeure shall prevent performance of the obligations.

(II) ASSIGNMENT. Neither the RCRRA nor CP may assign or in any manner transfer either in whole or in part this Agreement or any right or privilege granted

to it hereunder, nor permit any person or persons, company or companies to share in any such rights or privileges without the prior written consent of the Parties hereto. This Agreement shall be binding upon and inure to the benefit of, and shall be enforceable by, the Parties hereto and their respective successors and permitted assigns.

(III) NOTICE. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered in person, by a scanned official letter and transmitted electronically or by express mail or courier, or certified or registered mail, return receipt requested, postage prepaid, to the persons specified herein as entitled to receive such notice, or to their duly authorized representative, unless notice of a change of address is given pursuant to the provisions of this Section. Notices shall be addressed as follows:

To CP:

Soo Line Railroad Company
501 Marquette Avenue South
Suite 1510
Minneapolis, MN 55402
Attn: Curt Whelan, Director Project Services

To the RCRRA:

Ramsey County Regional Railroad Authority
Suite 6560, RCGC West
50 West Kellogg Blvd
St. Paul, MN 55102.
Attn: Timothy A. Mayasich, Director

Subject to proof of earlier delivery or receipt, any such notice, demand, request, consent or approval shall be conclusively deemed to have been given or made on the day upon which same is delivered or, if sent by prepaid registered mail, on the fifth business day following the date of mailing or, if transmitted by electronic means, on the second business day following acknowledged transmission, as the case may be. Any party may, at any time, give notice to the others of any change of address or electronic address.

(IV) WAIVER. No delay or omission on the part of a Party hereto in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

(V) NOT FOR THE BENEFIT OF OTHERS. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and their permitted assigns and not for the benefit of any other person.

(VI) GOVERNING LAW. This Agreement shall be governed by and construed in accordance with Minnesota law. Minnesota law shall apply for all purposes,

regardless of the venue for the dispute, including without limitation, jurisdiction, venue, conflicts of law, and choice of law.

(VII) CONFIDENTIALITY. All books, manuals, drawings, computer software, other documentation and know-how provided or made available to the RCRRA or its representatives pursuant to this Agreement ("Confidential Information") is confidential and proprietary, and shall remain the property of CP at all times. The RCRRA is licensed to use such books, manuals, drawings, computer software and other documentation and know-how as will be supplied to the RCRRA solely as necessary for the Services. The RCRRA's right and its obligations hereunder shall be in force irrespective of whether such books, manuals, drawings, documents and computer software and know-how have been made by or are the property of CP itself or external consultants, or subcontractors. In no circumstances shall the RCRRA use or permit others to use any of the books, manuals, drawings, computer software and other documentation or know-how provided pursuant to this Agreement for any purpose other than for the Services. The RCRRA shall not make copies of the Confidential Information or provide any Confidential Information to third Parties other than as required by law, or make any alterations in any Confidential Information without the prior written consent of CP. The RCRRA has advised CP that it is subject to certain public disclosure requirements, including those governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. In the event that the RCRRA receives a request for any Confidential Information, it shall promptly advise CP. The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

Limitations. In protecting confidential and proprietary information, a Party will use the same reasonable steps that it takes to protect its own confidential and proprietary information. The obligations set forth above in this Section will not apply to information that is or comes into the public domain through no violation of this or any other agreement; that was known to the party from sources other than activities pursuant to this Agreement; that is rightfully received from any third party who is under no contractual obligation to keep such information confidential; that is developed independently by the Party receiving the information without reference to such information, provided that it is developed by persons working for the party who have not had access to such information; or that a Party is required by a court of competent jurisdiction to disclose.

Exception. CP agrees that the RCRRA may furnish a copy of this Agreement and any exhibits and attachments thereto to other parties, agencies or the federal government involved in financing on behalf of the RCRRA, subject to the execution of a confidentiality undertaking substantially in a form as attached hereto as **Exhibit C**.

(VIII) Audit. Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, CP, upon written request, shall make available to the RCRRA, the State Auditor or the RCRRA's ultimate funding sources, a copy of

this Agreement and the books, documents, records and accounting procedures and practices of the CP relating to this Agreement.

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

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

(XI) Contractor Certification Regarding Debarment, Suspension, and Responsibility. Federal Regulation 45 CFR 92.35 prohibits the RCRRA from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government.

By signing this Agreement, CP certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

2. Have not within a three-year period preceding this Agreement:
   a. been convicted of or had a civil judgment rendered against 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;
   b. violated any federal or state antitrust statutes; or
   c. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
   a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
   b. violating any federal or state antitrust statutes; or

c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

4. Have not had one or more public transactions terminated with in the preceding three years for cause or default; and

5. Shall not knowingly enter into any transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and that they will require any subcontractor that receives more than $100,000 to make a similar certification as set forth herein; and

6. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and

7. Shall immediately give written notice to the RCRRA should CP come under investigation by a governmental authority for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(XII). Lobbying. For all contracts involving over $100,000 in federal funds, CP must sign the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, attached hereto and made a part of this Agreement as **Exhibit D**.

(XI) **Term of the Agreement**
This Agreement will expire on December 31, 2013, unless extended by mutual agreement of the parties or terminated earlier under the terms of this Agreement.

(XII) This Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officials as of the dates below indicated.

Executed this __ day of _____, ____.

SOO LINE RAILROAD COMPANY
dba Canadian Pacific

Attest:

_____ By: _____

Executed this __ day of _____, ____.

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

Attest:

_____ By: _____

Approved as to form:

_____
Assistant County Attorney

EXHIBIT A
UNION DEPOT RENOVATION TERM SHEET

EXHIBIT B
STANDARD PROVISIONS FOR HIGHWAY-RAILROAD AGREEMENTS
(FEDERAL AID PROJECTS)

For the purposes of this Exhibit A, RCRRA is referred to as "ROAD AUTHORITY" and CP is referred to as "COMPANY".

1. All COMPANY work shall be performed in accordance with the terms, stipulations and conditions contained in the US Department of Transportation, Federal-Aid Highway Program Manual Volume 1, Chapter 4, Section 3 and supplements to or revisions thereafter.

2. The COMPANY, for performance of its work, may bill the ROAD AUTHORITY monthly for the ROAD AUTHORITY'S share of the actual cost and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The ROAD AUTHORITY after verifying that the bill is reasonable and proper shall promptly reimburse the COMPANY.

   The COMPANY, upon the completion of its work, shall send the ROAD AUTHORITY a detailed final statement of actual expensed it incurred, including allowable additives. After the ROAD AUTHORITY'S representatives have checked the final statement and have agreed that the cost are reasonable and proper insofar as they are able to ascertain, the ROAD AUTHORITY shall reimburse the COMPANY in the amount, less previous payments, if any, equal to the amount billed.

   After the ROAD AUTHORITY representatives have audited the expensed incurred by the COMPANY and final inspection of the installation has been made, the COMPANY shall reimburse the ROAD AUTHORITY for any item (or items) of expense found by the ROAD AUTHORITY representatives to be ineligible for reimbursement.

3. It is understood that the project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements in general. The use of said guidelines for reimbursement between the parties hereto shall not be deemed to require reimbursement of the ROAD AUTHORITY by the Federal Highway Administration as a condition precedent to the ROAD AUTHORITY'S obligation.

4. All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage or interference to the COMPANY'S tracks or the trains or traffic using its tracks, and to notify the COMPANY a sufficient time in advance whenever the contractor is about to perform work adjacent to the track to enable the COMPANY to arrange for the furnish flagging and such other protective services as might be necessary to insure safety of railroad operations.

The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor or contractors shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or traffic or the COMPANY is mentioned in this agreement, it is intended to cover all user of the COMPANY'S track having permission for such use.

5. The ROAD AUTHORITY shall require its contractor or contractors, upon completion of the work, to remove all machinery, equipment, temporary buildings, false work, debris and rubbish from COMPANY right-of-way, to provide proper drainage away from COMPANY track, and to leave the tracks and right-of-way in a neat condition, satisfactory to the COMPANY'S Chief Engineer or his representative.

6. Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the work herein provided to be done by the ROAD AUTHORITY shall require that the contractor or sub-contractor protect SOO LINE RAILROAD COMPANY, and any other railroad occupying or using COMPANY right-of-way or lines of railroad with the permission of the COMPANY, against all loss and damage arising from the activities of the contractor, its forces, or any of its subcontractors or agents, and shall further provide that the contractor shall furnish the COMPANY a Railroad Protective Liability Insurance policy providing for protection of the COMPANY, on accordance with the Federal-Aid Policy Guide, Title 23, Part 140, Subpart 1 and any supplements to or revisions unless otherwise noted. The limits of the policy shall be not loess than $2,000,000 combined single limit per occurrence for bodily injury, death, property damage and physical damage to property, with an aggregate limit of not less than $6,000,000 per policy period. The insurance policy shall be delivered to and approved by the COMPANY prior to entry upon or use of its property to commence work upon, over, under, across or adjacent to COMPANY tracks by and contractor.

7. Subsequent to the award of any contract, and before any work is started on this project, a conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and the interested contractor at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operation will be adopted.

8. The COMPANY will credit the ROAD AUTHORITY for the salvage value of all track, communication and signal line material used on a temporary basis during the construction of the project and accepted by the COMPANY for return to its stock.

   The ROAD AUTHORITY shall be afforded a reasonable opportunity to inspect materials recovered by the COMPANY prior to disposal by sale of scrap.

9. When the roadway is to be closed to vehicular traffic while the railroad work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks advance notice to the ROAD AUTHORITY'S engineer.

When the COMPANY is to perform its work while maintaining highway traffic, the ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, the signs, barricades and traffic control devices for erection by the COMPANY after tow weeks advance notice is given to the ROAD AUTHORITY'S engineer. The COMPANY a the expense of the ROAD AUTHORITY shall erect, maintain, relocate and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the railroad work is being performed.

EXHIBIT C

CONFIDENTIAL UNDERTAKING

I, _____, am an employee of _____, for whom I am performing due diligence concerning the potential financing to the Ramsey County Regional Railroad Authority ("RCRRA") for additions and improvements necessary to establish passenger rail service through the Union Depot in Saint Paul, Minnesota (the "Project"). I agree to be bound by the following conditions.

1. I understand and agree, as a condition precedent to my reviewing the Engineering Design Agreement ("Agreement") between the RCRRA and Soo Line Railroad Company dba Canadian Pacific ("CP"), that I will take all necessary steps to assure that said Agreement and any exhibits or attachments are kept on a confidential basis by me and my employer, and that under no circumstances will I permit access to, or share said information with, directly or indirectly, any other person or entity.

2. My review of the Agreement will be done solely for due diligence purposes. I agree not to use or to permit the use of any information therein or to use or to permit the use of any methodologies or techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than evaluation of the aforementioned financing of the Project. I agree that any information I review will not be used for any competitive purpose vis-à-vis CP or any other person or entity.

3. I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that CP shall be entitled to specific performance and injunctive and/or other equitable relief as a remedy for any such breach. I further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Undertaking, but shall be in addition to all remedies available at law or equity.

Signed _____

Date _____

EXHIBIT D

Contractor Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his/her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

_____

Contractor Name Program

_____

Signature of Certifying Official Print Name Title Date

FIGURE 1:
Union Depot Railroad Approval Layout Set

MINNESOTA DEPARTMENT OF TRANSPORTATION
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

RAILROAD LAYOUT APPROVAL SET

PRELIMINARY FEB. 7, 2012 - SUBJECT TO FINAL DESIGN

THE UNION DEPOT

ST. PAUL, MINNESOTA

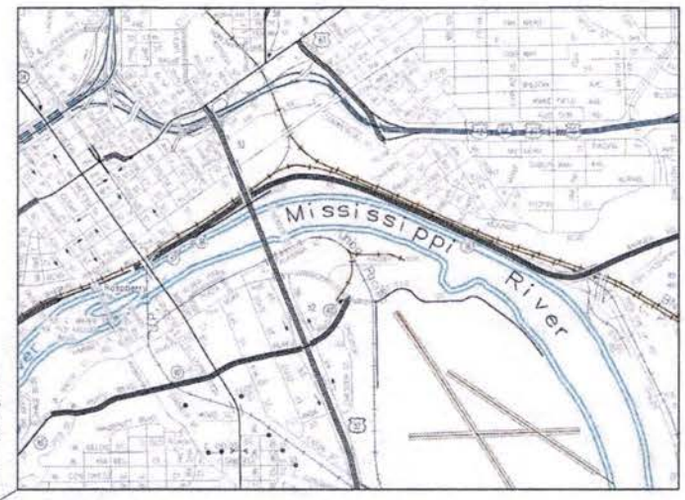
Ramsey County Regional Railroad Authority

CONSTRUCTION PLAN FOR UNION DEPOT PASSENGER RAIL SERVICE TRACK IMPROVEMENTS TO ACCOMODATE AMTRAK TRAINS 7 AND 8

STATE PROJ. NO.S 091-595-023, 091-595-24 & 091-595-025

RAILROAD LAYOUT APPROVAL SET

1	COVER SHEET
2	KEY PLAN
3-18	PROPOSED TRACK PLANS
19-20	RAILROAD ACCESS PLANS



PROJECT LOCATION
STATE: MINNESOTA
COUNTY: RAMSEY

SCALE IN FEET

LOCATION MAP 0 1000 2000

PLAN SHEET SCALES ARE BASED ON 30"X42" SHEET SIZE

MINN. PROJECT NO.s PNRS-TGR M238(001)
UDMT 6211(122)

GOVERNING SPECIFICATIONS

THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICA FOR CONSTRUCTION" AND ARCHITECTURAL-ENGINEERING MANUAL SHALL GOVERN. ALL TRAFFIC CO SIGNING AND DEVICES SHALL CONFORM TO THE MN MUTCD, INCLUDING THE FIELD MANUAL FOR TEI TRAFFIC CONTROL ZONE LAYOUTS.

Mortenson construction

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARI BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSEI PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

GREGORY S. BROWN
DATE: MAR. 18, 2011 MN LIC. NO. 22814

TKDA

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JAMES HOSCHKA
DATE: MAR. 18, 2011 MN LIC. NO. 47266

INVOLVED RAIL CARRIERS

NAME
TITLE
SIGNATURE
REPRESENTING UNION PACIFIC CORPORATION

NAME
TITLE
SIGNATURE
REPRESENTING BNSF RAILWAY CO.

NAME
TITLE
SIGNATURE
REPRESENTING CANADIAN PACIFIC RAILWAY CO.

NAME
TITLE
SIGNATURE
REPRESENTING AMTRAK NATIONAL RAILROAD PASSENGER CORPORATION

FEDERAL RAILROAD ADMINISTRATION

NAME
TITLE
SIGNATURE
REPRESENTING FEDERAL RAILROAD ADMINISTRATION

STATE OF MINNESOTA

NAME
TITLE
SIGNATURE
REPRESENTING STATE OF MINNESOTA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

NAME
TITLE
SIGNATURE
REPRESENTING RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

SP. NO.S
091-595-023
091-595-024
091-595-025

RAILROAD LAYOUT APPROVAL SET
COVER SHEET

SHEET 1
1

2

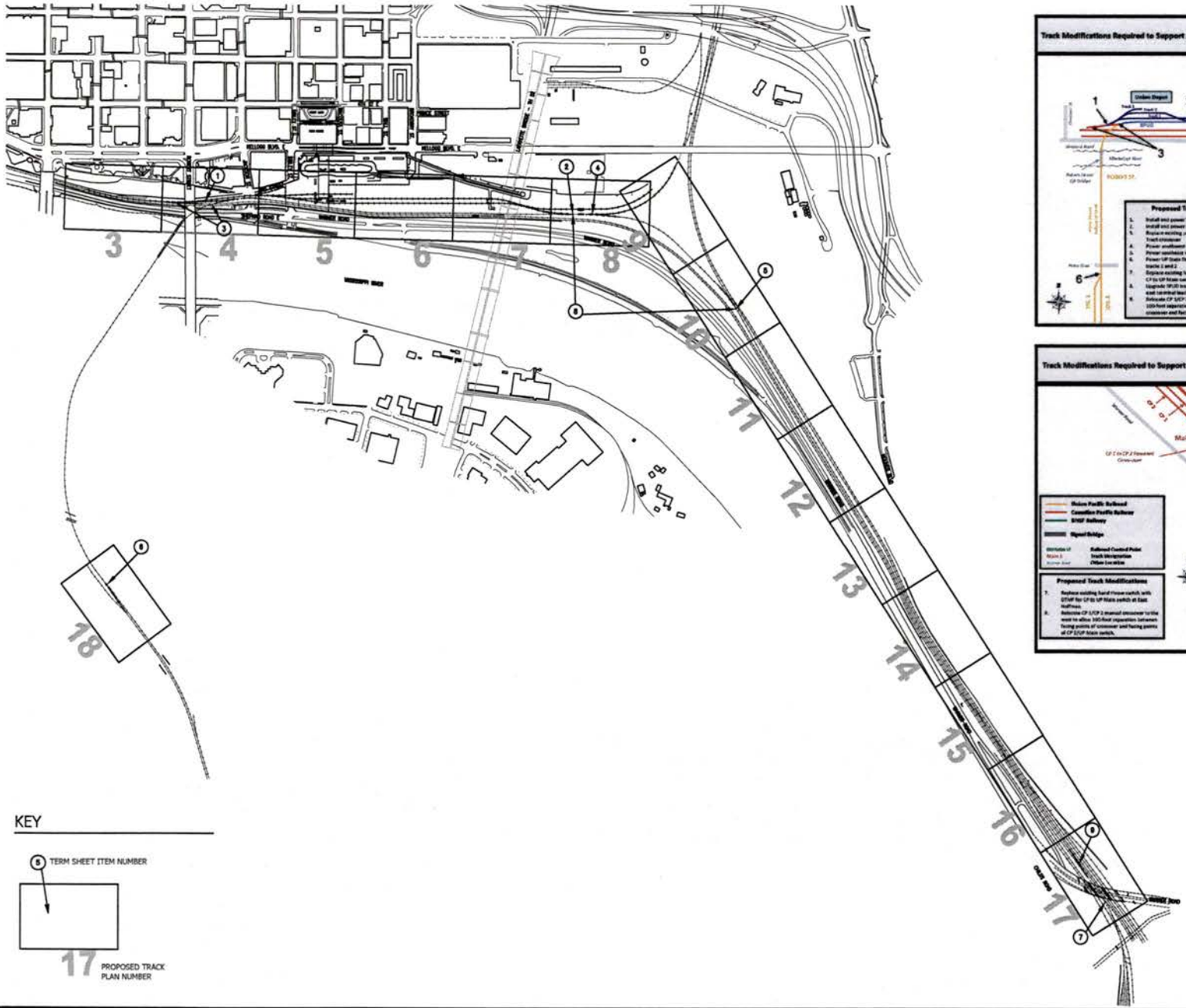


Figure 1:
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/8/11

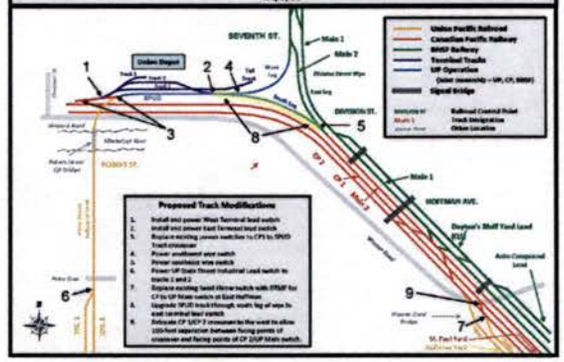
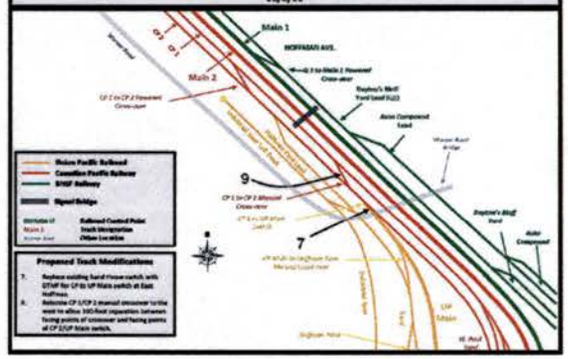


Figure 2:
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/8/11



KEY

(5) TERM SHEET ITEM NUMBER

17 PROPOSED TRACK PLAN NUMBER

UNION DEPOT
ST. PAUL, MINNESOTA

Ramsey County Regional Railroad Authority

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GREGORY S. BROWN

DATE: _____ MN LIC. NO. 22814

REVISED DEC 15, 2011
REVISED JAN 23, 2012

REVISION HISTORY - THIS SHEET

TRACK TERM SHEETS

COMM. NO. 31810856
SCALE 1" = 300'-0" FS
DATE APR. 18, 2011
DRAWN IBURRELL

TERM SHEET ITEMS
KEY PLAN

SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

2

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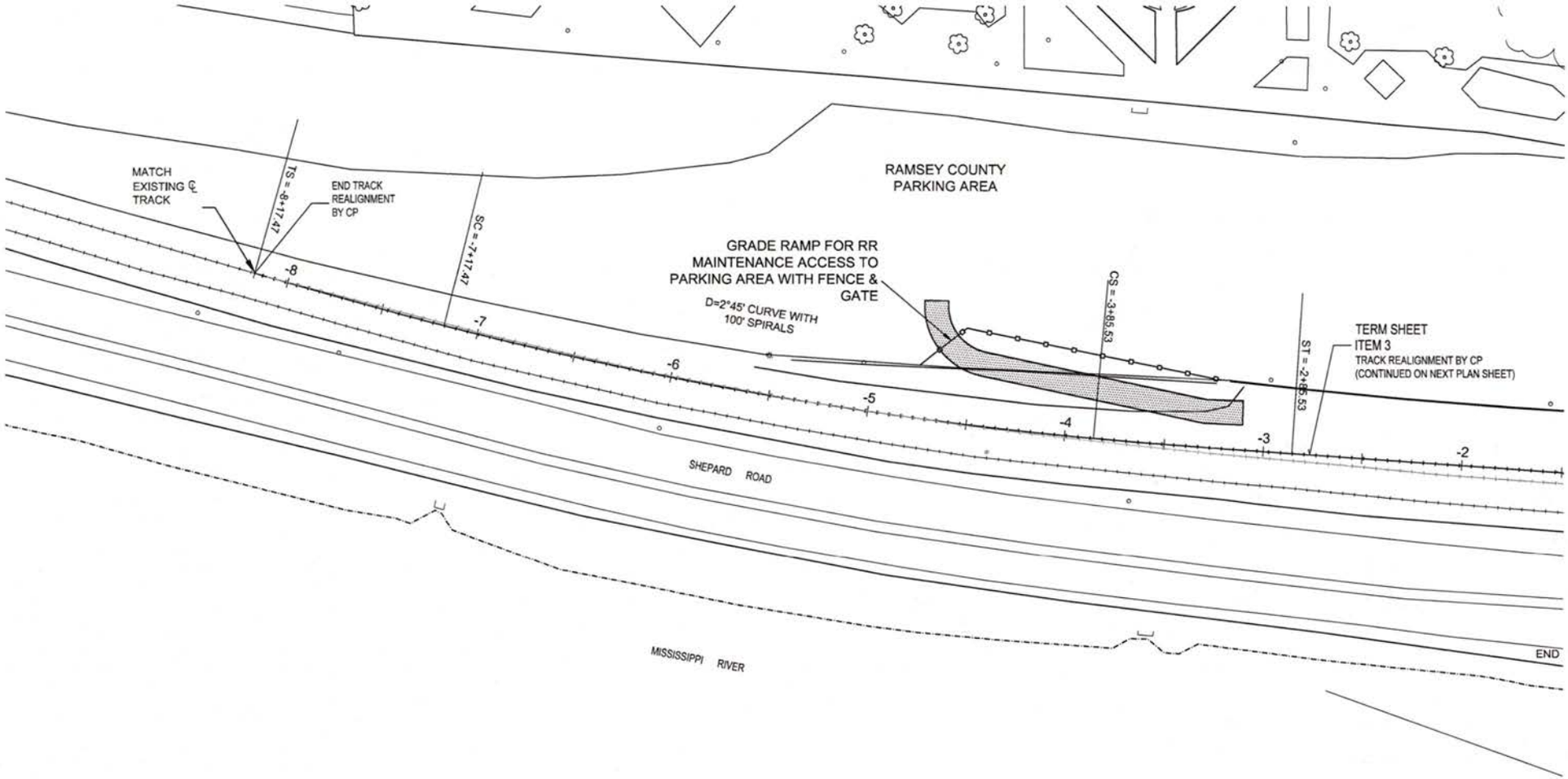

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GREGORY S. BROWN

DATE: AUG 18, 2011 MN LIC. NO. 23814

REVISION HISTORY - THIS SHEET

6/16/2011 RAILROAD PROPERTY ACCESS – URS
REVISED DEC 13, 2011
REVISED JAN 23, 2012

TRACK MODIFICATIONS

COMM. NO. 31810858
SCALE 1" = 50'-0" FS
DATE AUG 18, 2011
DESIGN IBURRELL

PROPOSED TRACK PLAN

SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

3

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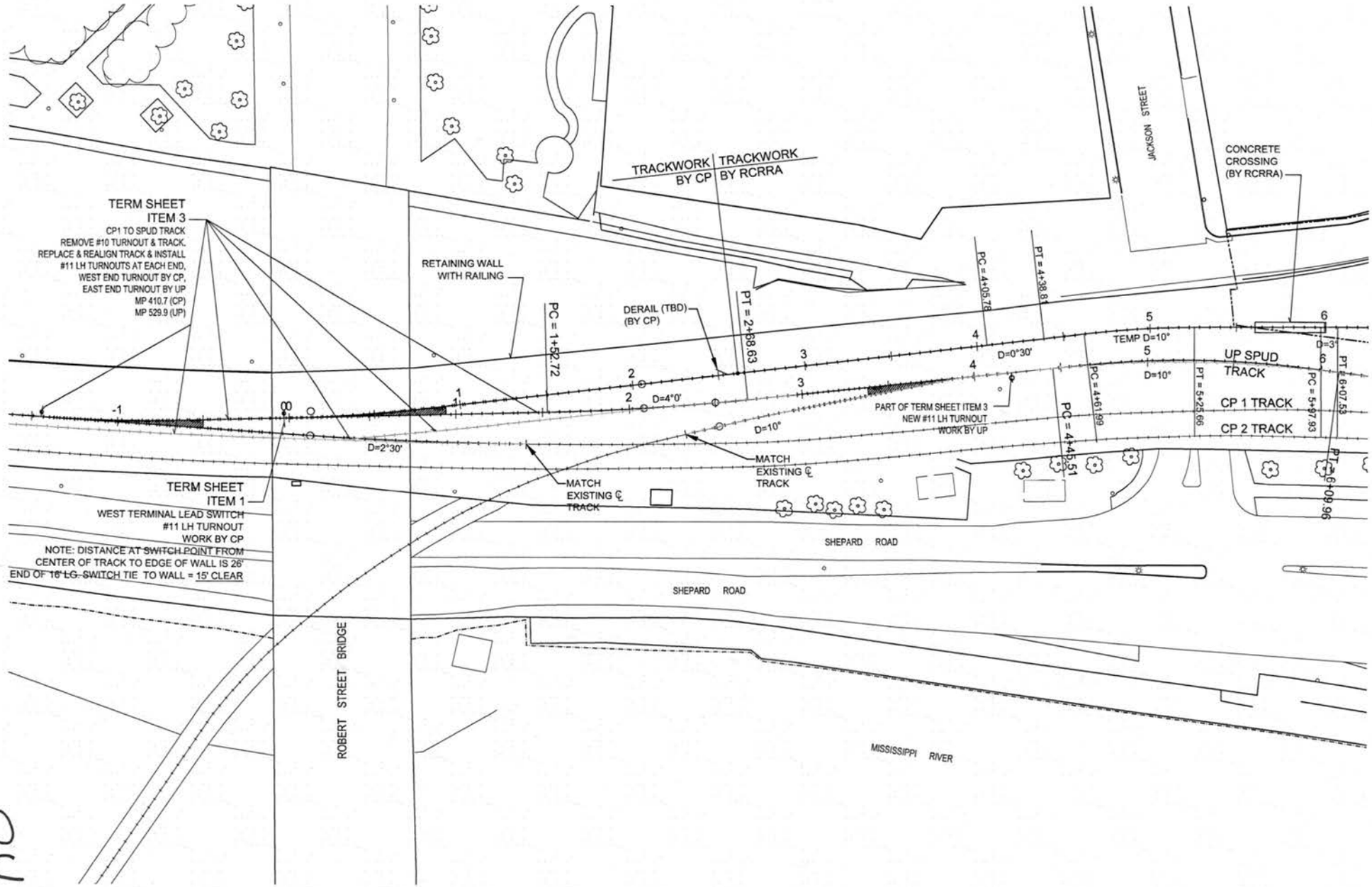

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GREGORY S. BROWN

DATE: AUG 18, 2011 LIC. NO. 22814

8/16/2011	RAILROAD PROPERTY ACCESS – LRR
	REISSUED JAN 26, 2012
	REISSUED FEB 7, 2012

REVISION HISTORY - THIS SHEET

TRACK MODIFICATIONS

PROPOSED TRACK PLAN

COMM. NO.	31810856
SCALE	1" = 50'-0" FS
DATE	AUG 18, 2011
DRAWN	IBURRELL

SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

4

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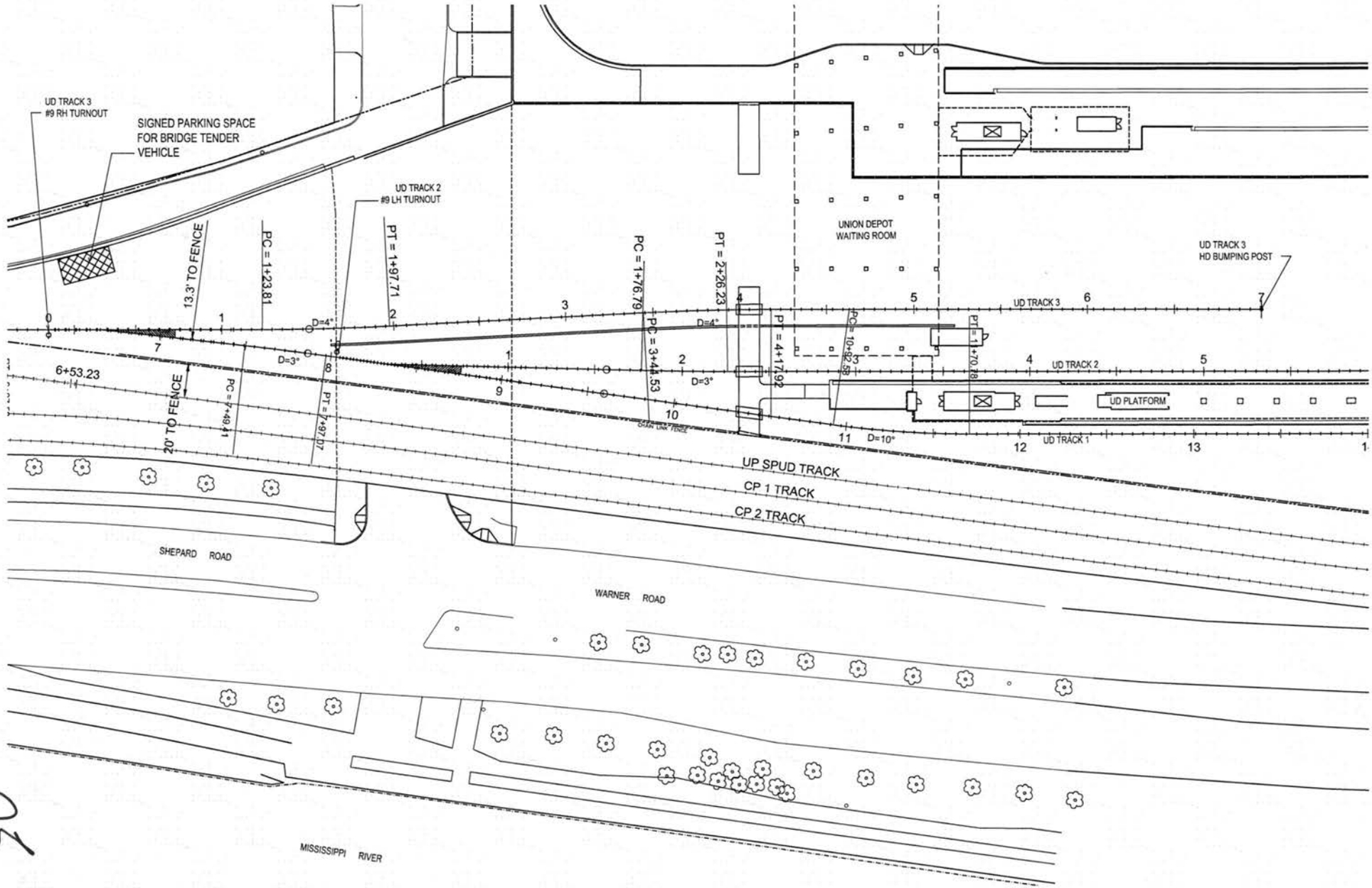

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ST. PAUL, MINNESOTA
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REVISION HISTORY - THIS SHEET
8/16/2011 RAILROAD PROPERTY ACCESS - URS
REVISED DEC 13, 2011
REVISED JAN 23, 2012

TRACK MODIFICATIONS
CONTR. NO. 31810855
SCALE 1" = 50'-0" FS
DATE AUG 18, 2011
DRAWN IBURRELL

PROPOSED TRACK PLAN
SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025
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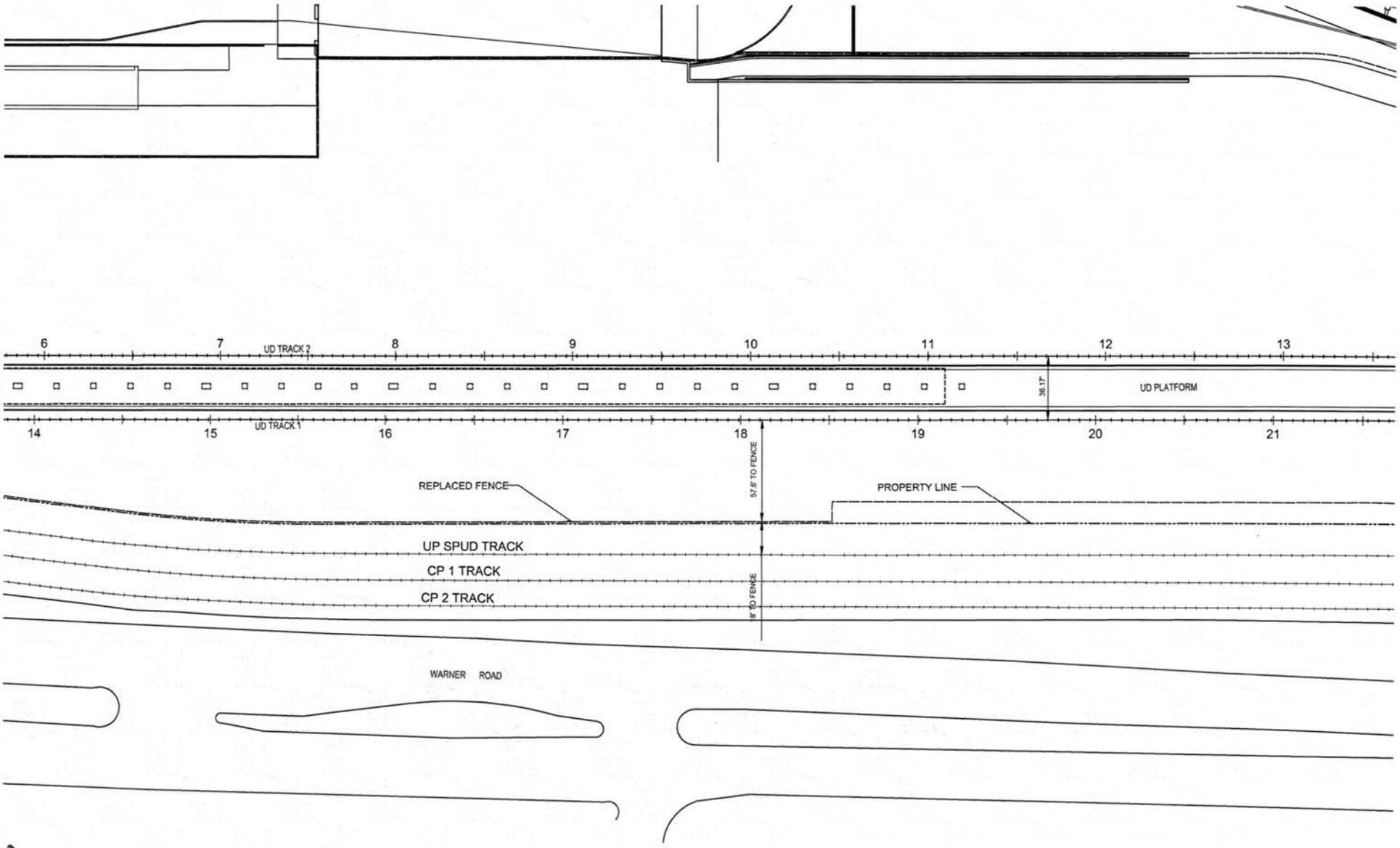

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REISSUED DEC 13, 2011

REISSUED JAN 23, 2012

TRACK MODIFICATIONS

COMM. NO. 31810858

SCALE 1" = 50'-0" FS

DATE AUG 18, 2011

DRAWN IBURRELL

PROPOSED TRACK PLAN

SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

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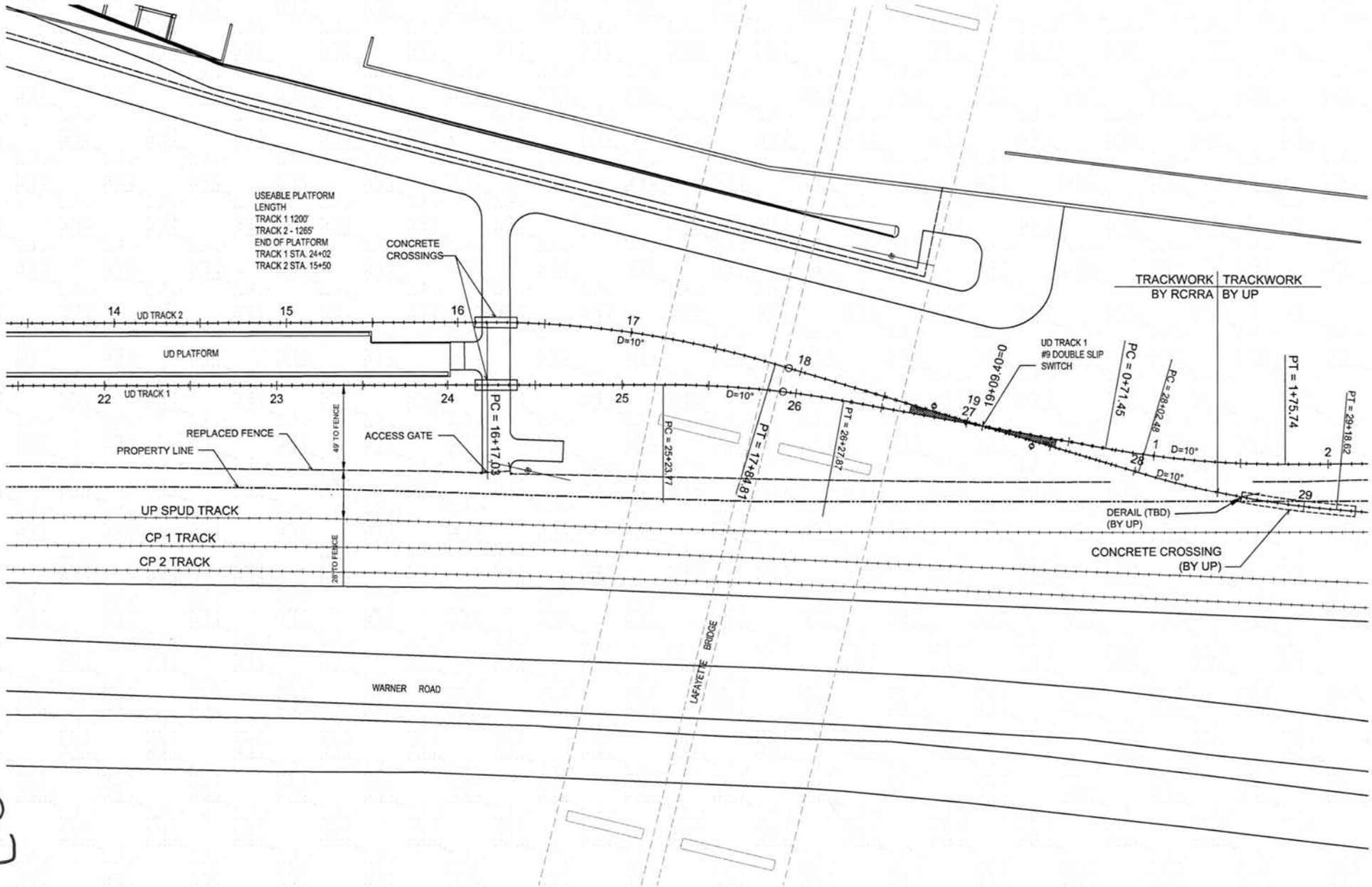

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8/15/2011	RAILROAD PROPERTY ACCESS – URS
	REISSUED DEC 13, 2011
	REISSUED JAN 23, 2012

REVISION HISTORY - THIS SHEET

TRACK MODIFICATIONS

CONTR. NO.	31810856
SCALE	1" = 50'-0" FS
DATE	AUG 18, 2011
DESIGN	IBURRELL

PROPOSED TRACK PLAN

SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

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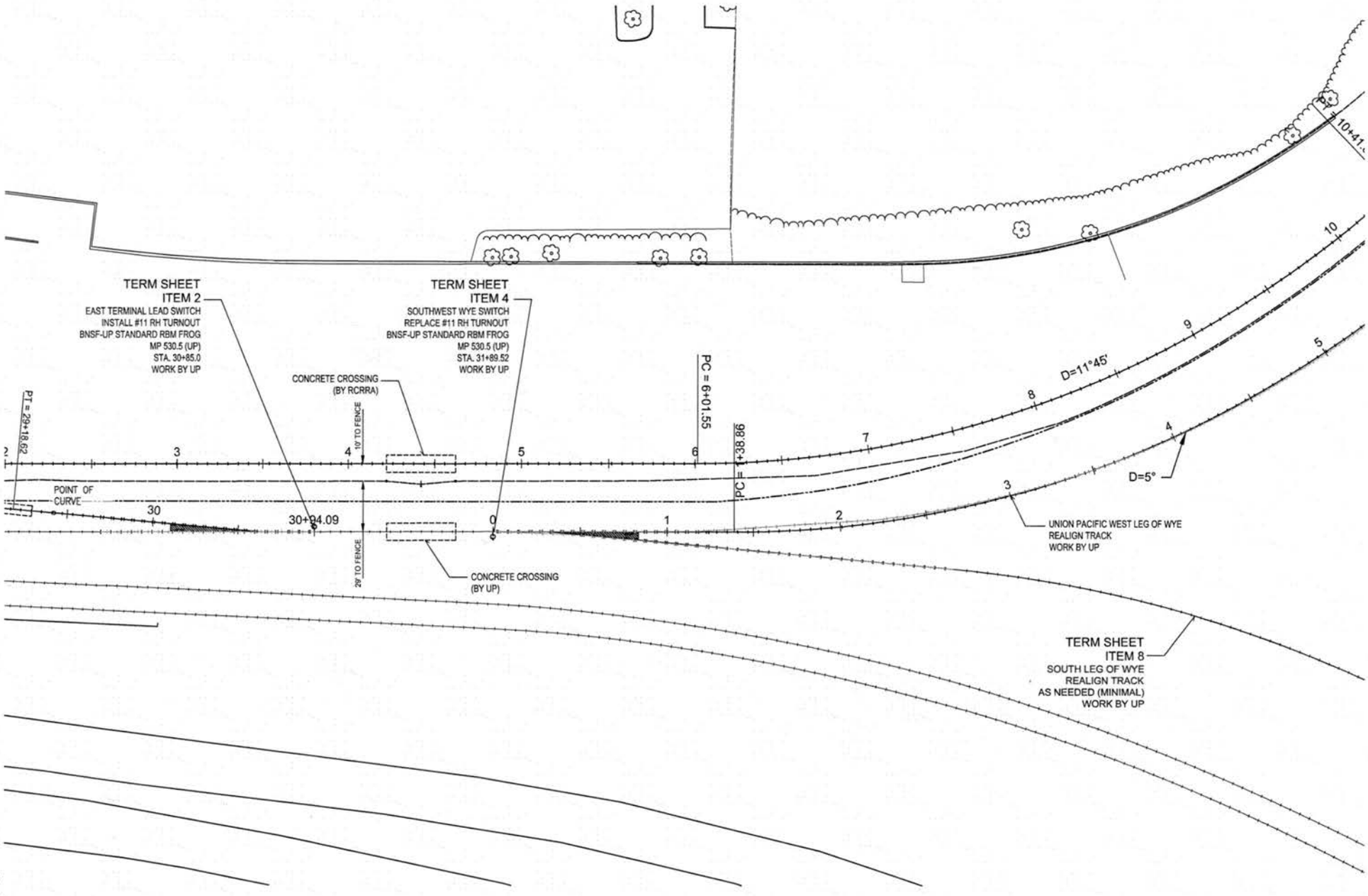

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DRAWN	IBURRELL

PROPOSED TRACK PLAN

SP NO. 091-595-023
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SP NO. 091-595-025

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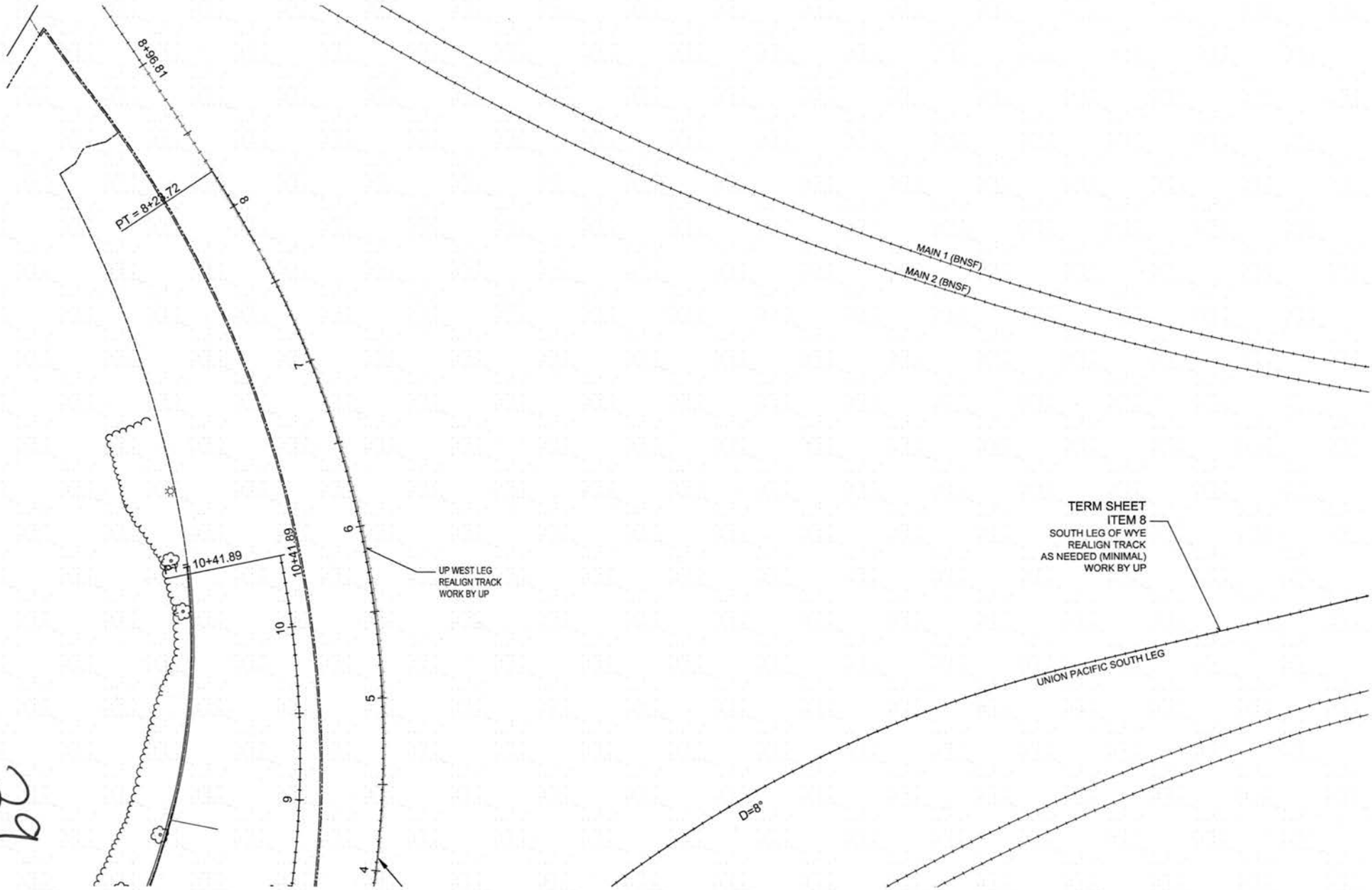

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REVISION HISTORY - THIS SHEET
4/18/2011 RAILROAD PROPERTY ACCESS – URS
REISSUED DEC 13, 2011
REISSUED JAN 23, 2012

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DATE AUG 18, 2011
DRAWN BURRELL

PROPOSED TRACK PLAN
SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025
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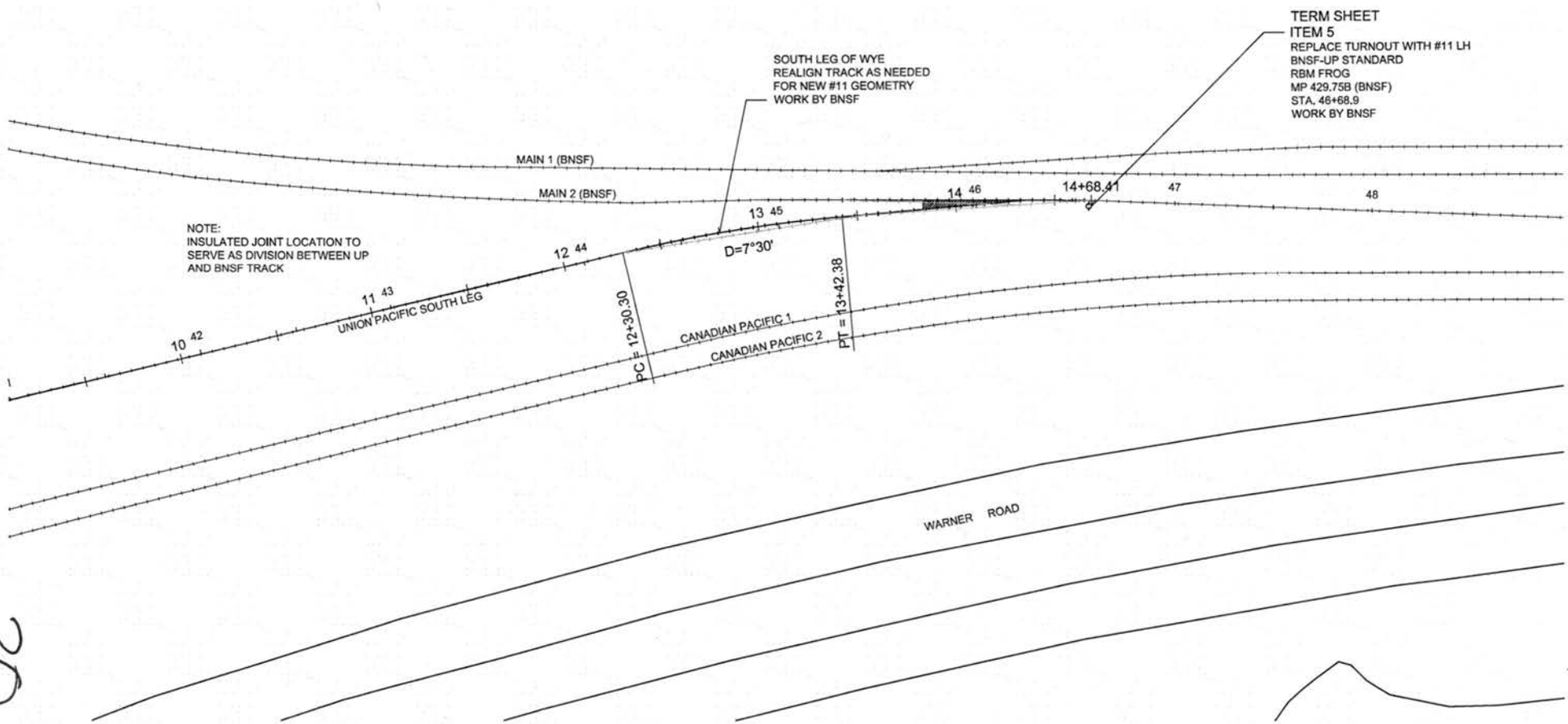

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Ramsey County Regional Railroad Authority

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COMM. NO. 31810856
SCALE 1" = 50'-0" FS
DATE AUG 18, 2011
DRAWN ISURRELL

PROPOSED TRACK PLAN
SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025
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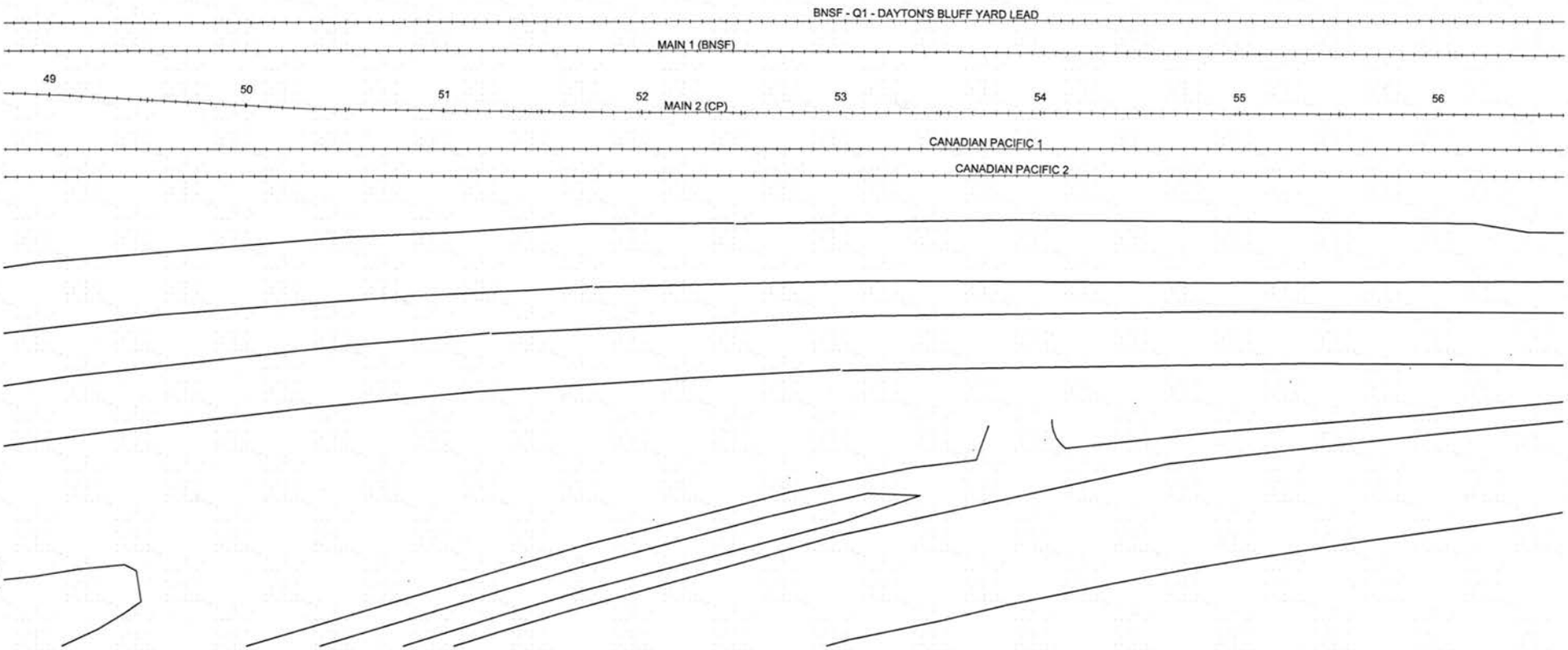

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2 REISSUED DEC 13, 2011
3 REISSUED JAN 23, 2012

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DATE AUG 18, 2011
DRAWN BURRELL

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SP NO. 091-595-025

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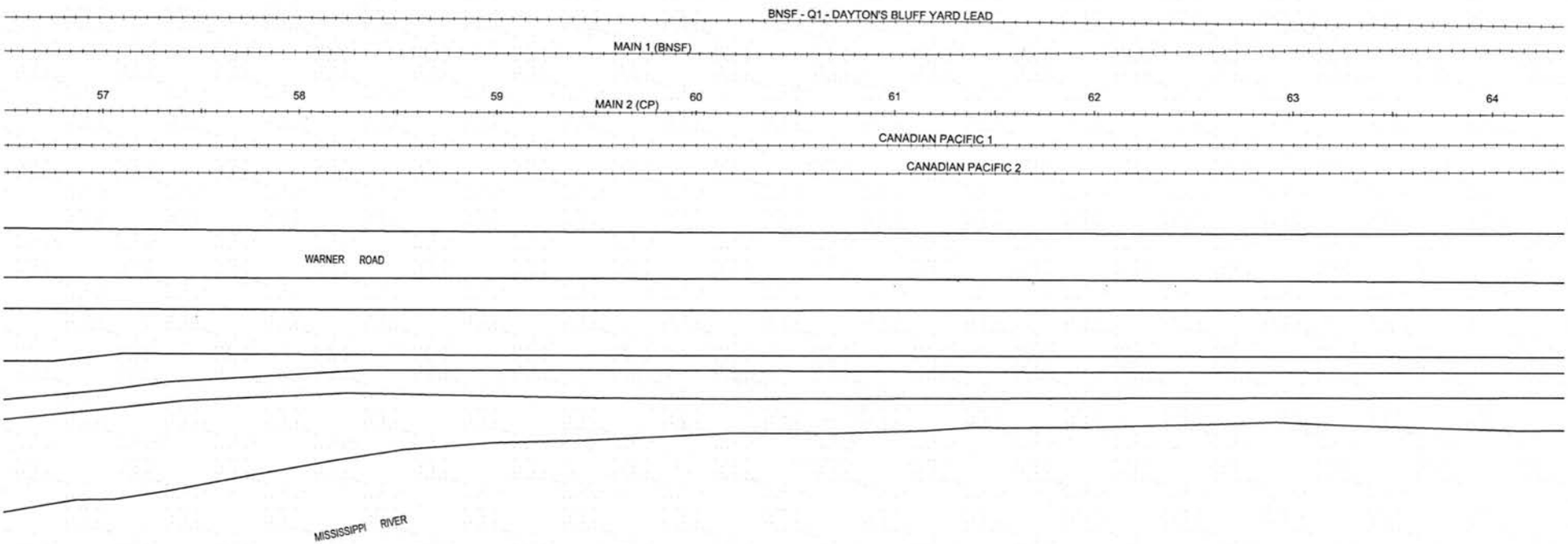

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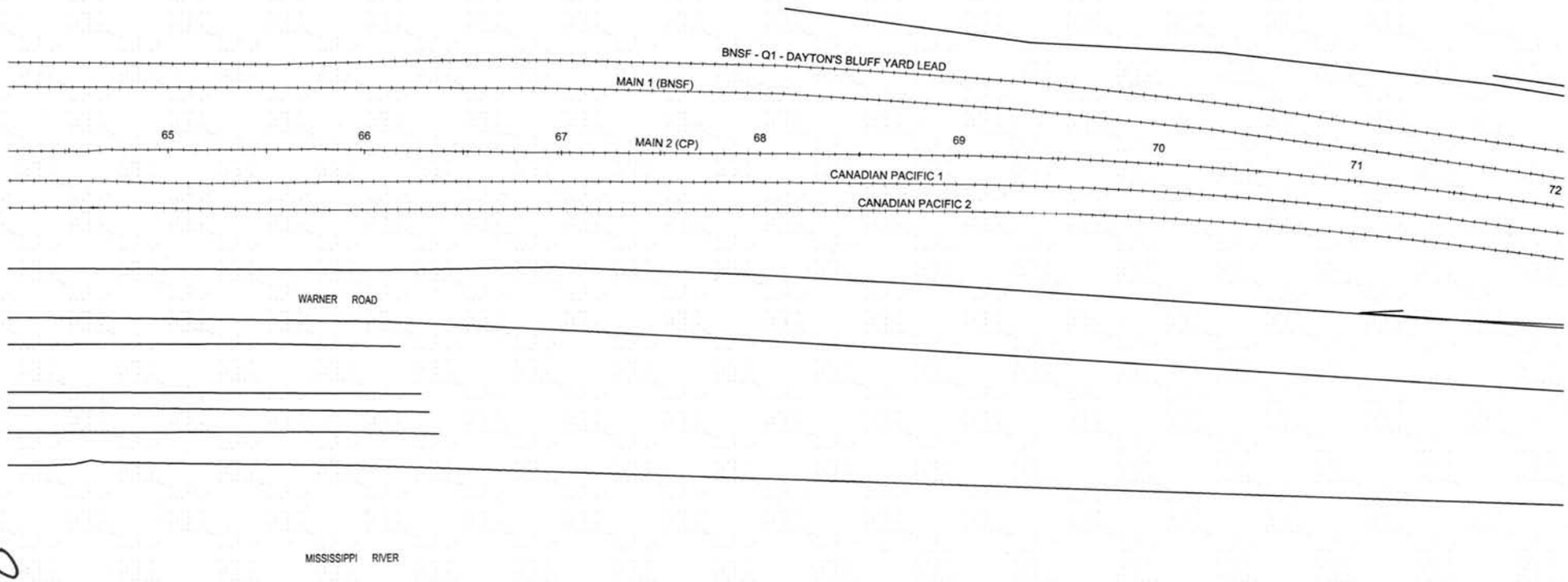

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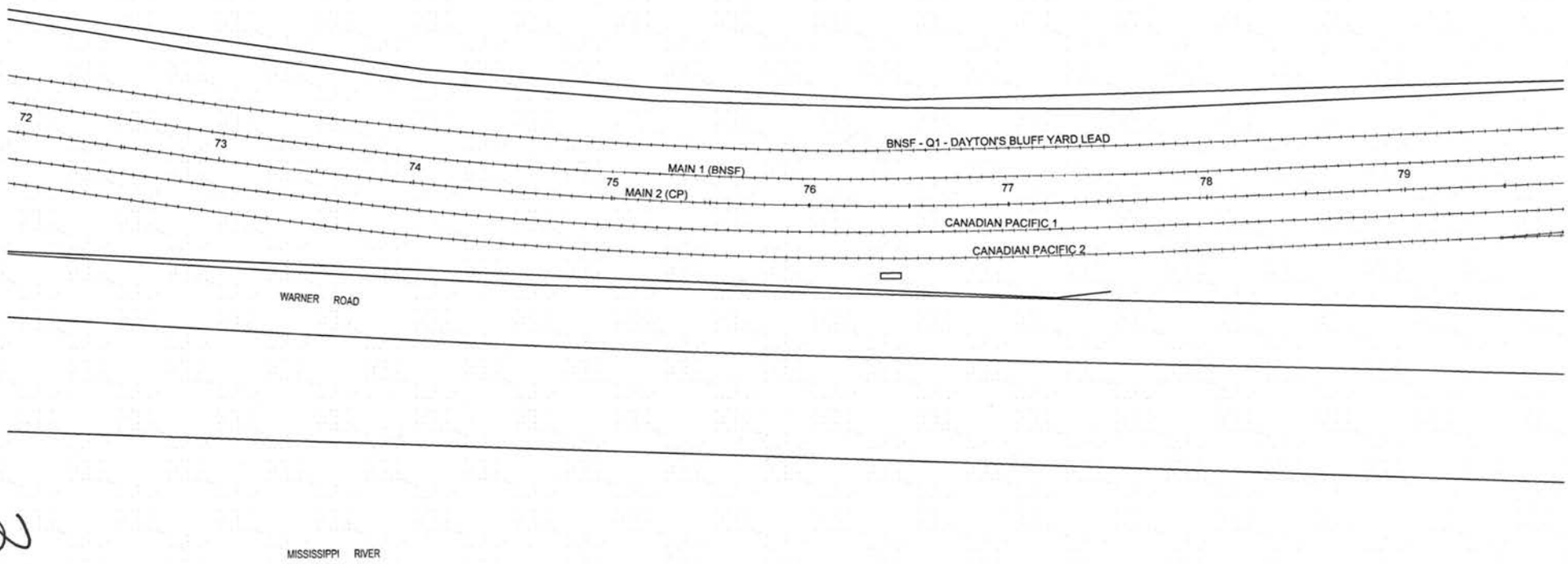

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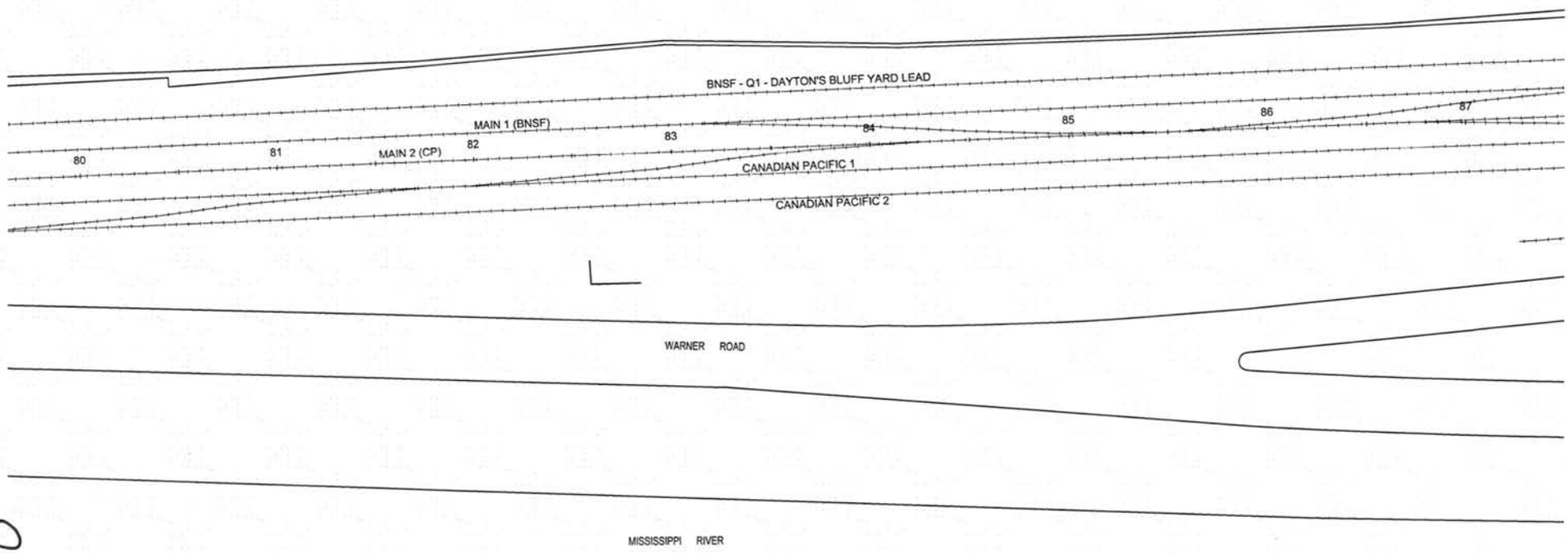

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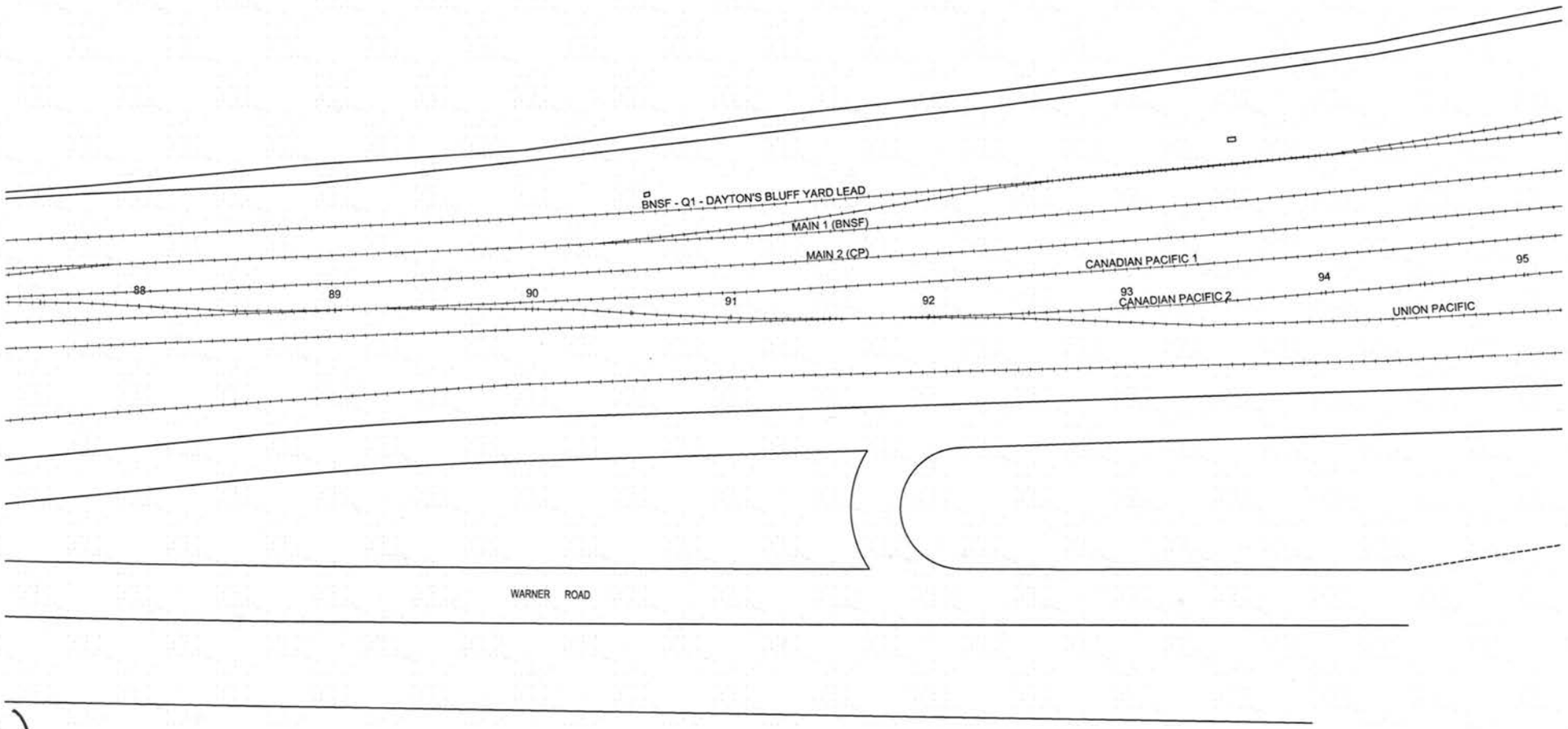

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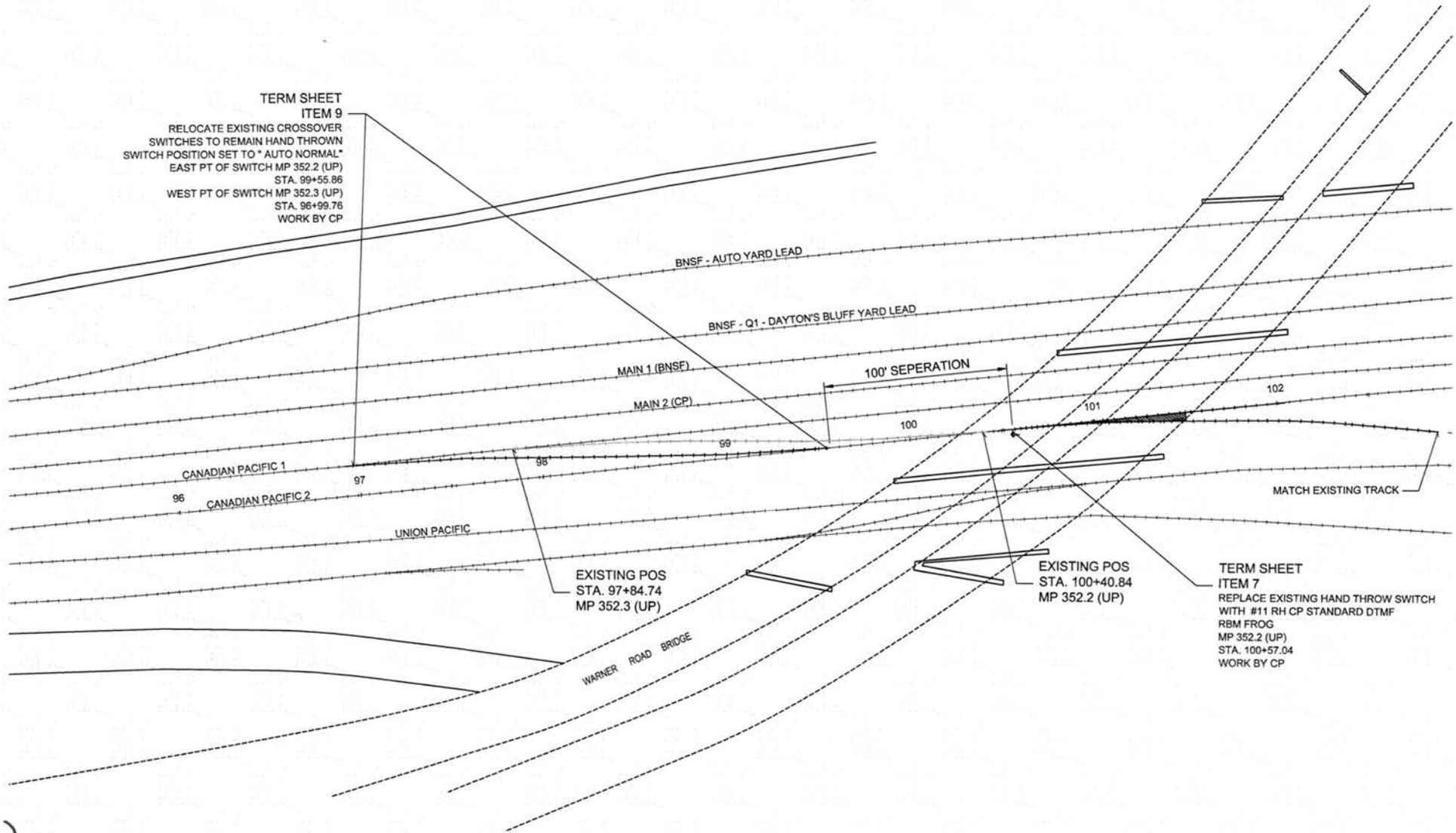

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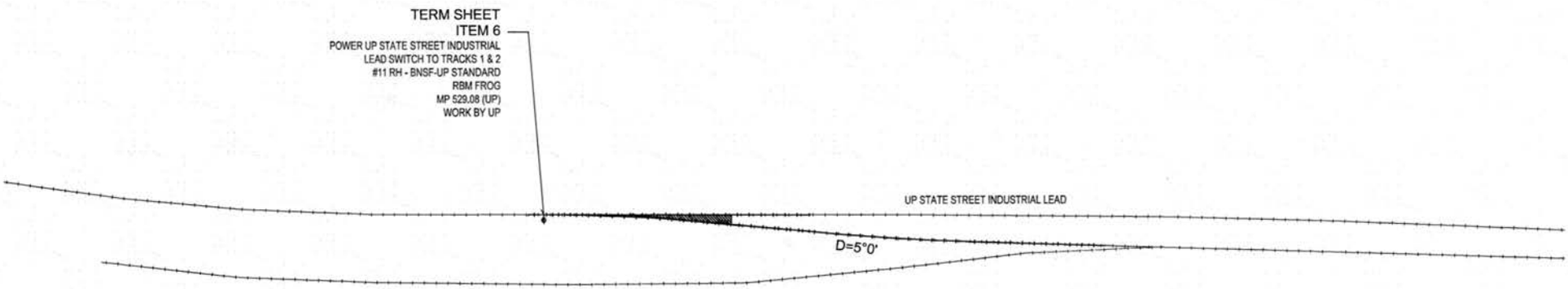

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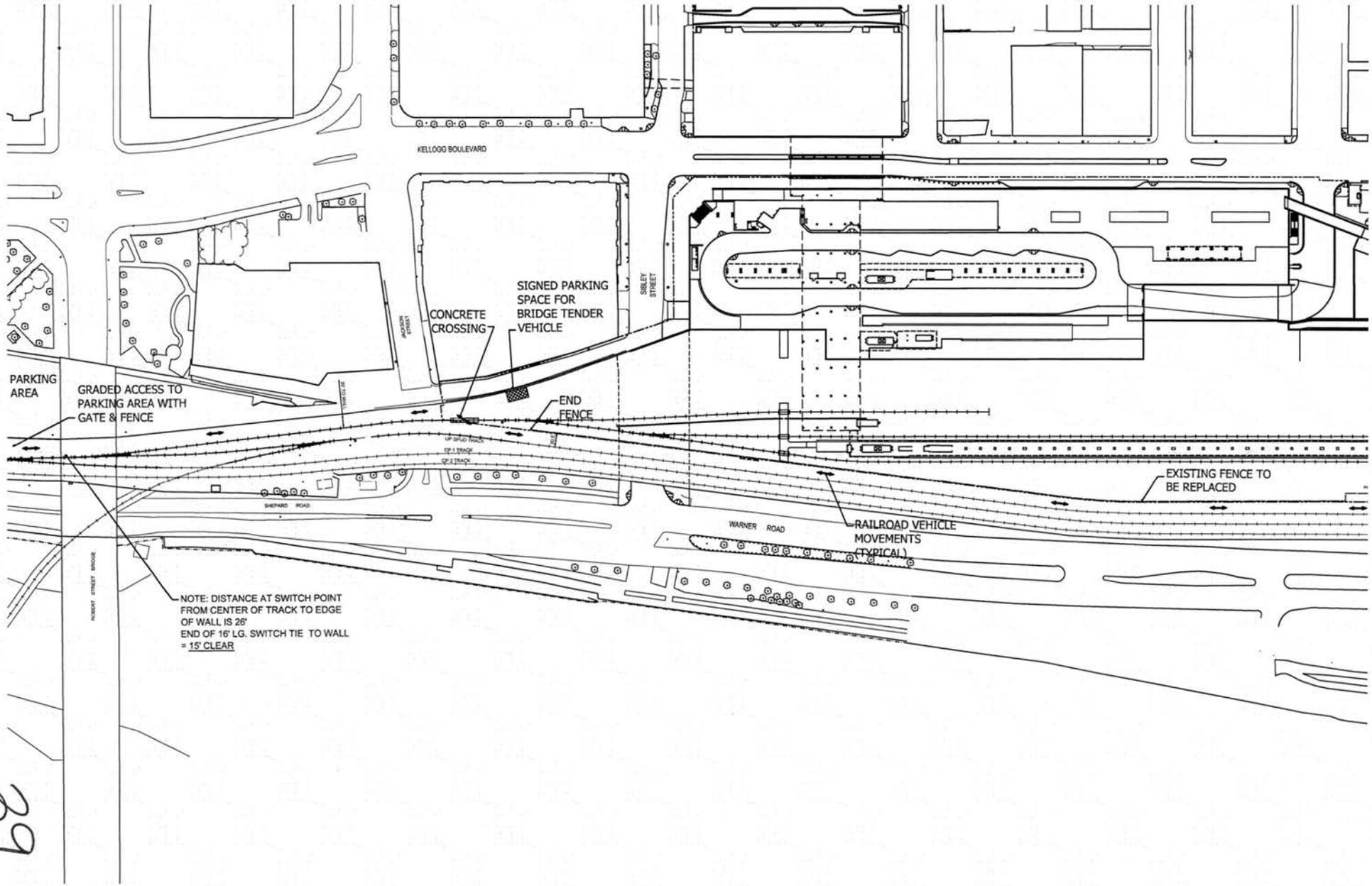

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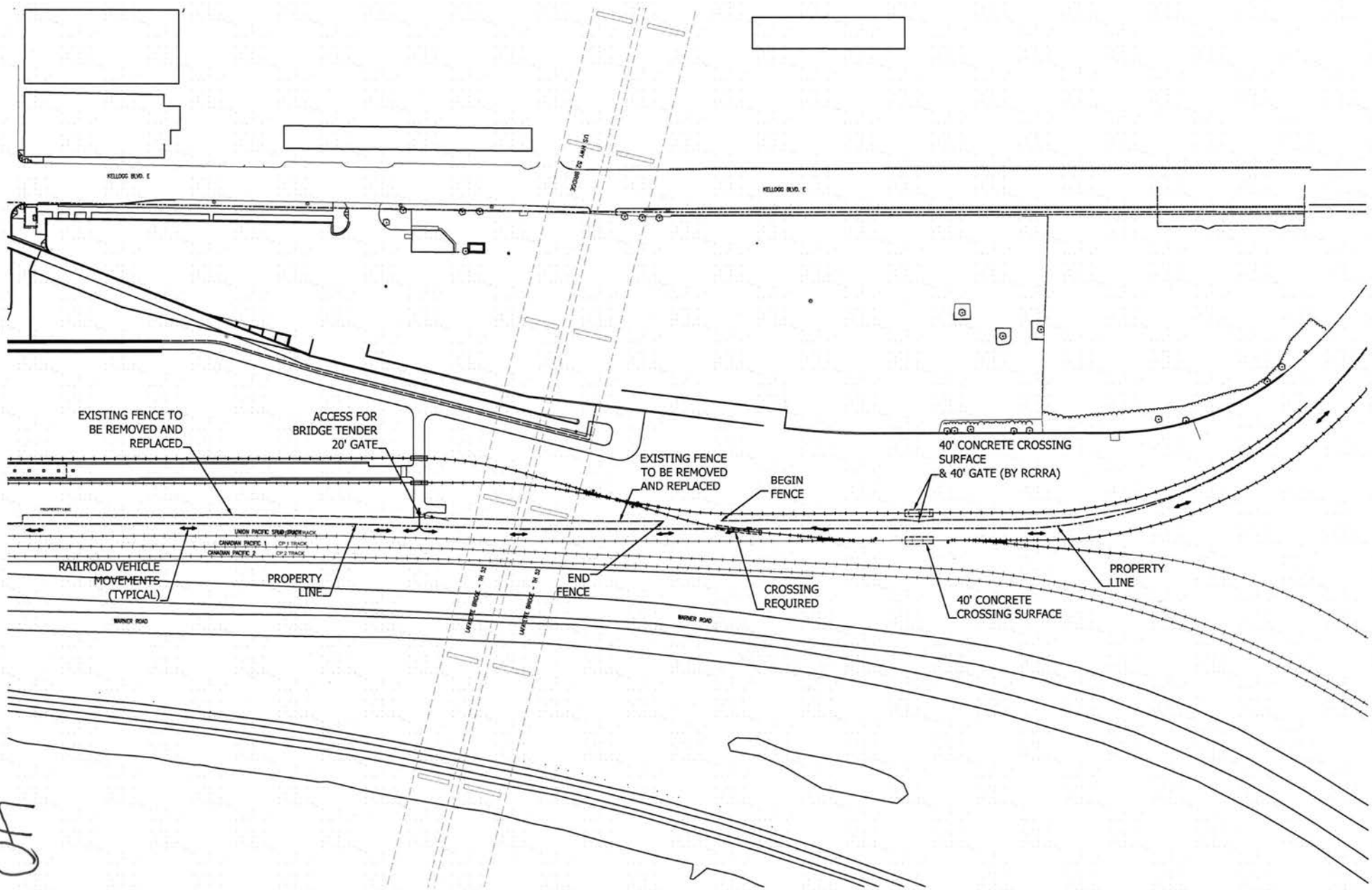

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REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: **03/13/2012**

SUBJECT: Arterial Transit Corridor ("rapid bus") - Presentation

EXECUTIVE SUMMARY:

Metro Transit is currently studying 11 urban corridors with high-ridership bus routes that connect major destinations for implementation of "rapid bus" service. The study has been developed with input from cities, counties, and the public.

The rapid bus concept has multiple goals, all of which result in a higher level of service being provided to transit users. The goals include:

- Improving travel speed
- Increasing reliability
- Enhancing the ride and creating faster connections

The rapid bus systems can achieve these goals primarily through the elimination of delays: from cutting the time it takes to board, reducing the time buses wait at traffic lights and lessening time spent in traffic congestion.

The rapid bus system would also utilize off board fare collection so that boarding could be done through multiple doors, reducing the dwell time at stations. Service frequency would be increased and a limited stop station pattern would be introduced to increase the attractiveness of the service. Stations would be developed to include enhanced information displays, better lighting and radiant heat.

Metro Transit has hosted four open houses to present information to the public including an overview of the rapid bus concept, details on each corridor analyzed and a general timeline. This information is available on the metro transit website at www.metrotransit.org/arterial-study.aspx.

(The Executive Summary is continued on the following page)

ACTION REQUESTED:

None. For information and discussion only.

1

SUBJECT: **Arterial Transit Corridor ("rapid bus") - Presentation**

(Executive Summary continued)

Charles Carlson, Manager of Transitways Projects for Metro Transit will provide an informational update on the Arterial Transit Corridors Study.

Staff is currently preparing comments on the Regional Transitways Guidelines that will be brought to the RCRRA Board on March 20, 2012.

SUBJECT: **Arterial Transit Corridor ("rapid bus") - Presentation**

ATTACHMENTS:

Regional Transitways Guidelines PowerPoint Presentation

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

The establishment of a rapid bus system will provide a travel time advantage and offers a higher level of amenities over current transit service in the identified corridors. Rapid bus service is an important transportation option for the Twin Cities and the residents of Ramsey County.

SUBJECT: **Arterial Transit Corridor ("rapid bus") - Presentation**

Regional Railroad Authority – Authorized Signature	Date
Timothy S. Mayer	3/6/12

Budgeting & Accounting – Authorized Signature	Date
Susan M Kurt	3/6/12

County Attorney – Authorized Signature	Date
	3-5-2012

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Ramsey County Regional Railroad Authority

5

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **08/03/10**

Regional Railroad Authority Meeting Date:

SUBJECT: **TIGER Grant Application for the East Metro Rail Yards Fluidity Enhancement Project**

EXECUTIVE SUMMARY:

On January 31, 2012 the United States Department of Transportation released its Final Notice of Funding Availability for the Transportation Investments Generating Economic Recovery (TIGER) grant program. TIGER grants are a competitive grant project that seeks to provide federal funding for projects that have a significant impact on the Nation, a region or a metropolitan area. The TIGER program enables DOT to use a rigorous process to select projects with exceptional benefits, explore ways to deliver projects faster and save on construction costs, and make investments in our Nation's infrastructure that make communities more livable and sustainable.

This round of TIGER funding provides $500 million for transportation projects across the country. The federal portion of the total project cost is capped at 80% for projects in urban areas, though applicants are encouraged to contribute more than 20% in non-federal funds. Typically projects that do not fit neatly into existing federal programs score well in the TIGER process as do projects that include public-private partnerships.

The RCRRA has been activity engaging the freight railroads and other stakeholders through the East Metro Rail Capacity Study (Study). This Study has lead to the identification of capacity constraints on and potential solutions for the freight rail network so that capacity can be increased in the capacity constrained areas.

(Executive Summary continued on following page.)

ACTION REQUESTED

Authorize the Ramsey County Regional Railroad Authority to submit a FY 2012 TIGER Grant Application for the completion of the East Metro Rail Yards Fluidity Enhancement Project.

1

***SUBJECT*: TIGER Grant Application for the East Metro Rail Yards Fluidity Enhancement Project**

EXECUTIVE SUMMARY (continued):

One are of particular concern is the East Metro Rail Yards. This area includes approximately two miles of the freight rail network from the Warner Road Overpass south for approximately two miles to Lower Afton Road. The RCRRA has worked to develop a TIGER grant for a project that will improve freight and passenger train flow through the area by addressing a shortage of main line and yard track capacity while at the same time allowing for better fluidity of movements between the yards and the mainlines so that freight and passenger trains are not unduly delayed. The RCRRA has engaged the BNSF Railway (BNSF) and the Canadian Pacific Railway (CP) and other stakeholders for their support. Both the BNSF and CP have indicated they will support the project and CP has indicated that they will provide a financial contribution to the project.

The entire cost of the East Metro Rail Yards Fluidity Enhancement Project is estimated at $49.9 million. The funding is anticipated to come from the following sources.

Funding Source	Amount (Millions)
Federal TIGER Grant	$29.9
State Bond Funds	$10
Canadian Pacific Railway	$5
BNSF Railway	$5 (requested)
Total	$50

Additional information on the TIGER Grant Request can be found on the attached fact sheet.

SUBJECT: **TIGER Grant Application for the East Metro Rail Yards Fluidity Enhancement Project**

ATTACHMENTS:

East Metro Rail Yards Fluidity Enhancement Project Fact Sheet

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

These actions continue our efforts to maximize the Federal funding for freight and passenger rail improvements that benefit Ramsey County.

***SUBJECT*: TIGER Grant Application for the East Metro Rail Yards Fluidity Enhancement Project**

Regional Railroad Authority – Authorized Signature	Date

Budgeting & Accounting – Authorized Signature	Date

County Attorney – Authorized Signature	Date

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

***SUBJECT*: TIGER Grant Application for the East Metro Rail Yards Fluidity Enhancement Project**

WHEREAS, the Ramsey County Regional Railroad Authority (hereafter known as The "RCRRA") is a political subdivision and local government unit of Minnesota; and

WHEREAS, the RCRRA is working to establish high speed intercity passenger rail service between the Union Depot Multi-modal Transit Hub in St. Paul and Chicago along the current Amtrak Empire Builder route in Minnesota which parallels the Mississippi River; and

WHEREAS, the Ramsey County Regional Railroad Authority, BNSF Railway, Canadian Pacific Railway (CP), Union Pacific Railroad (UP), Twin Cities and Western Railroad (TC&W), Amtrak, the Red Rock Corridor Commission, Minnesota Department of Transportation, and other stakeholders are partnering in the development of the East Metro Rail Capacity Study (Study), and

WHERAS, the Study involves a nationally significant railroad crossroads from St. Paul to Hastings, Minnesota that handles five percent of the nation's freight volume, exports to Canada and Asia, interchanges between BNSF, CP, UP, and TC&W, and the BNSF and CP transcontinental mainlines; and

WHEREAS, the Study has identified capacity improvements necessary to maintain and enhance freight and passenger rail capacity and fluidity; and

WHEREAS, the BNSF Dayton's Bluff yard, CP St. Paul yard, and UP Hoffman Yard (East Metro Rail Yards) are part of a freight crossroads that is vital to the flow of our nation's freight; and

WHEREAS, if the capacity is not increased, delays will increase for freight and passenger rail impacting the regional and national economy; and

WHEREAS, to improve the flow of our nation's freight and create needed capacity for future growth by separating mainline and yard switching operations and adding two miles of mainline tracks through the East Metro Rail Yards requires private and public funding; and

WHEREAS, the RCRRA is leading the development of a FY 2012 TIGER funding application to provide funding for the completion of the East Metro Rail Yards Fluidity Project; and

WHEREAS, the award of this funding will allow the project to be built without further delay.

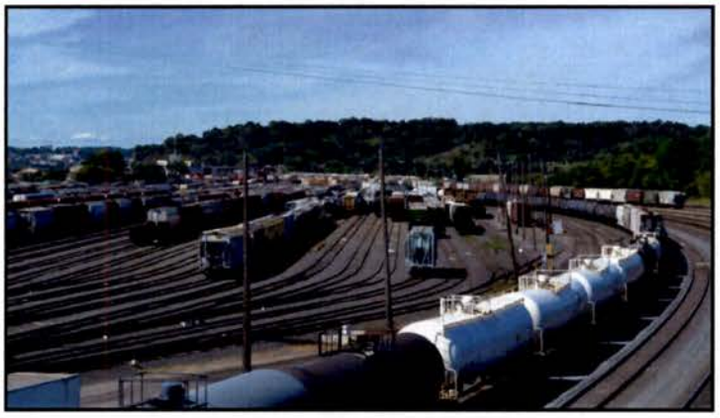
NOW, THEREFORE, BE IT RESOLVED the Ramsey County Regional Railroad Authority authorizes the submittal of a FY 2012 TIGER grant application for the completion of the East Metro Rail Yards Fluidity Enhancement Project.

5

Attachment

East Metro Rail Yards Capacity Project

- Hoffman - St. Paul - Dayton's Bluff -



Project Description

The East Metro Rail Yards Capacity project involves the creation of additional capacity to freight mainlines and yard track. The additional capacity will provide for more efficient utilization of the existing transcontinental mainlines and yard track for both BNSF Railway (BNSF) and Canadian Pacific Railway (CP).

Proposed Improvement

The East Metro Rail Yards project includes the addition of two mainlines, additional yard track, and yard track shifts to allow for more efficient utilization of yard and through track capacity. The improvements identified are the first phase of the East Metro Rail Capacity Master Plan and will set the stage for a more efficient, flexible, and competitive rail network for the Twin Cities.

Project Need

Currently, 5% of the nation's freight volume —10,000 cars a day — travels through this freight rail network located east/southeast of downtown St. Paul. This area, which includes multiple freight railroads, yards, and mainline track is facing capacity constraints that limit the ability to efficiently transport freight and passengers. The East Metro Rail Capacity Study was undertaken in 2010 to address these capacity constraints. It resulted in the development of a concept plan that accommodates a forecasted 36 percent increase in freight volume and additional passenger trains to Chicago.

Project Location:

Project Partners

The project includes support from the BNSF and CP.

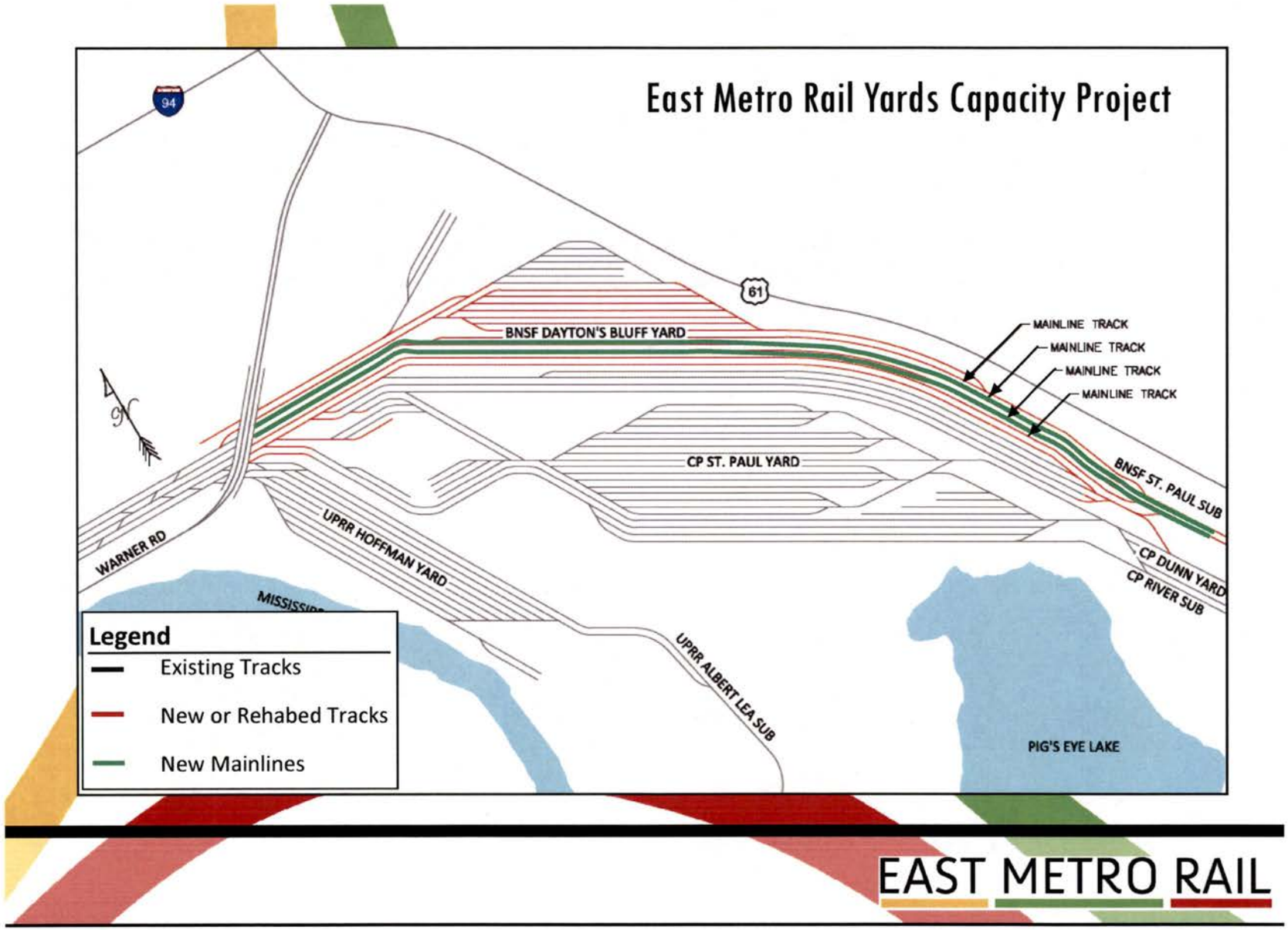
State Bonding Request — $10 Million

Total project cost is $50 million. Funding to be provided from local, state, federal, and private sources.

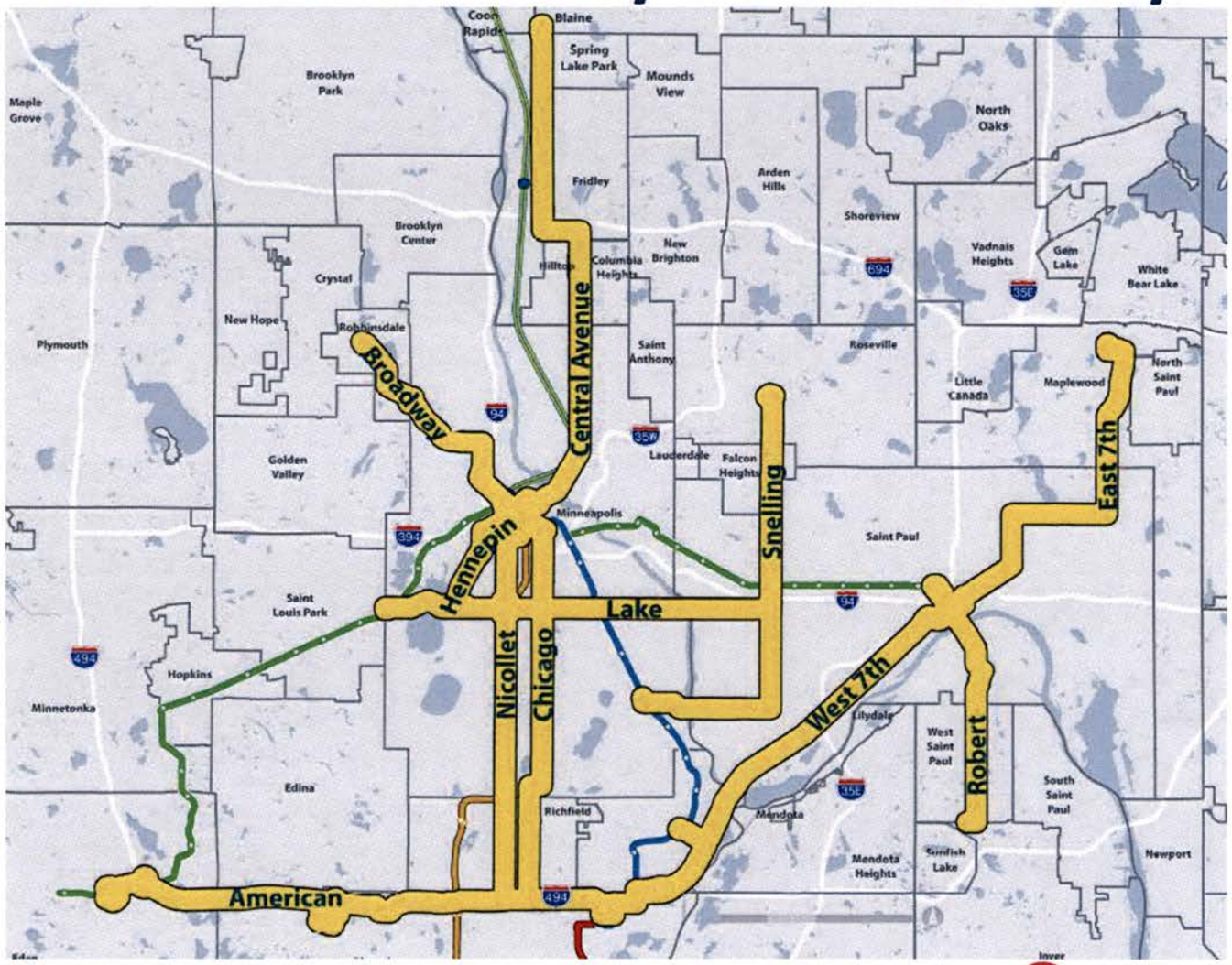
More Information

Tim Mayasich, Director, Ramsey County RRA; 651-266-2762;
timothy.mayasich@co.ramsey.mn.us

EAST METRO RAIL


East Metro Rail Yards Capacity Project
94
61
BNSF DAYTON'S BLUFF YARD
MAINLINE TRACK
MAINLINE TRACK
MAINLINE TRACK
MAINLINE TRACK
CP ST. PAUL YARD
BNSF ST. PAUL SUB
CP DUNN YARD
CP RIVER SUB
WARNER RD
UPRR HOFFMAN YARD
UPRR ALBERT LEA SUB
PIG'S EYE LAKE
Legend
Existing Tracks
New or Rehabed Tracks
New Mainlines
EAST METRO RAIL

Arterial Transitway Corridors Study



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March 2012

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Arterial Transitway Corridors Study Overview

- Corridor Features and Demographics
  - 11 study corridors, 95 route miles
  - Routes: 86,000 daily rides and half of urban local service
  - Corridors: 450,000 people and 460,000 jobs within ½ mile

- Study Structure
  - Concept/feasibility study led by Metro Transit with SRF Consulting team
  - Technical and Policy stakeholder partners
  - Focus on development of "Arterial BRT" concept from Met Council TPP

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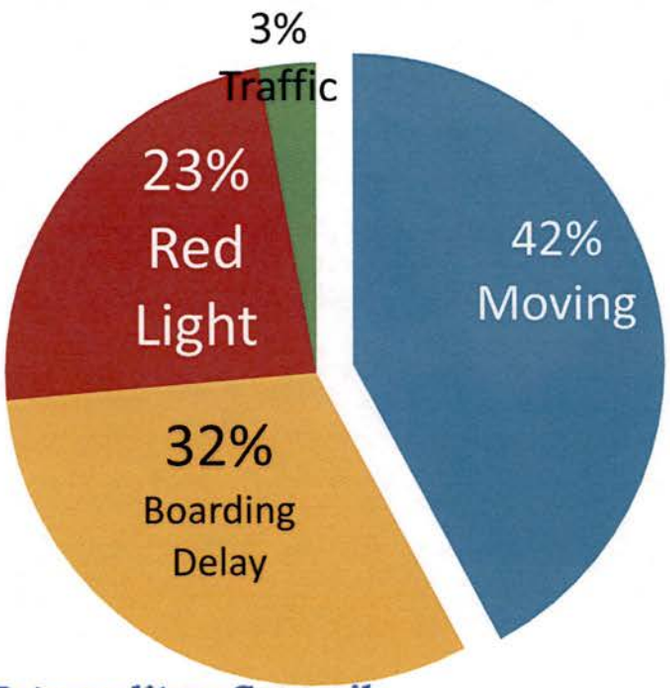
Route Data: 2010 Regional Route Analysis. Population: 2010 Census Blocks; Jobs: 2008 Census LEHD Blck Data

Key Corridor Challenges

- Slow transit speeds caused by significant signal and boarding delay



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Based on Route 18 NB observation, American Blvd to 5th/Nicollet

- Lack of attractive facilities and identity

1,000 boardings per weekday

4,000 boardings per weekday

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Rapid Bus/Arterial BRT Service Concept

- Local Service
  - 8 stops per mile
  - Modest shelters in some locations
  - Continues at reduced frequency

- Arterial BRT/Rapid Bus Service
  - **Primary** corridor service
  - Improved frequency
  - 2-3 high amenity stations per mile
  - 98% of existing boardings within 1 stop of station locations

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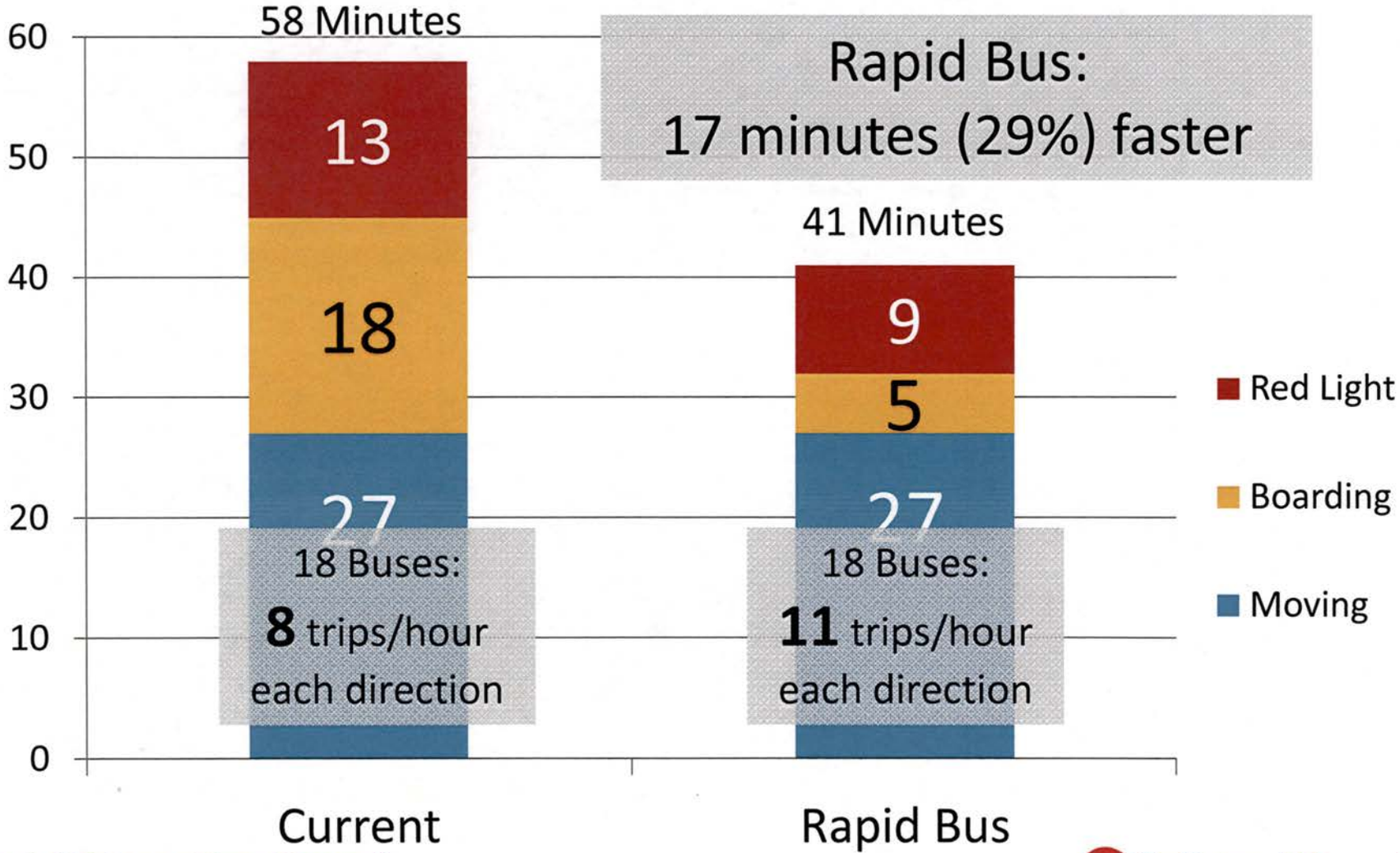
Estimated Travel Time Savings from Rapid Bus



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Based on Afternoon Peak Period, Route 18 NB, American Blvd to 5th/Nicollet and Concept Plans

Rapid Bus Mode - Proposed Solutions to Corridor Challenges

Faster Service with Less Waiting	Improved Experience for More Customers
Off board fare payment	Real time signage
All door boarding	Security cameras
Signal Timing and Priority	Heated shelters
Improved service frequency	Trash receptacles
Curb extensions/raised curbs	Station lighting
Limited stop service	Bike racks
Increased snow removal	Wayfinding signage
Far side stops	Common Look/Identity

Many Station Configurations, All Share Common Look/Identity

Street View With Back Wind Screen

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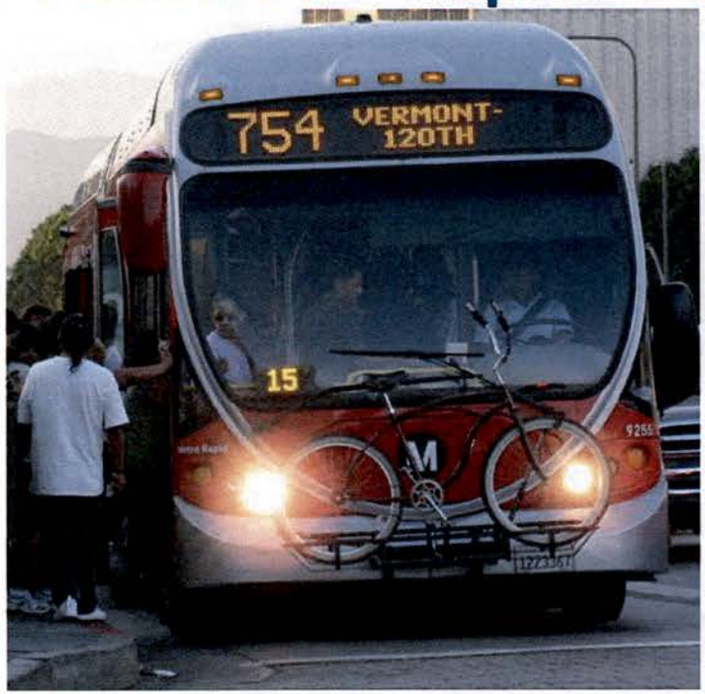
Vehicles in "Rapid Bus" Service in Other Regions



Benefits: Corridor Ridership Results

- Significant ridership growth expected even in no-build scenarios. Will require added service to meet demand
- Stronger ridership growth in build scenarios- with rapid bus, corridor ridership will nearly double

Scenario	Total Ridership (avg. weekday)	Percent Growth
Current Boardings	77,000	
2030 No Build Scenarios	112,000	+45%
2030 Build Scenarios	143,000	+86%

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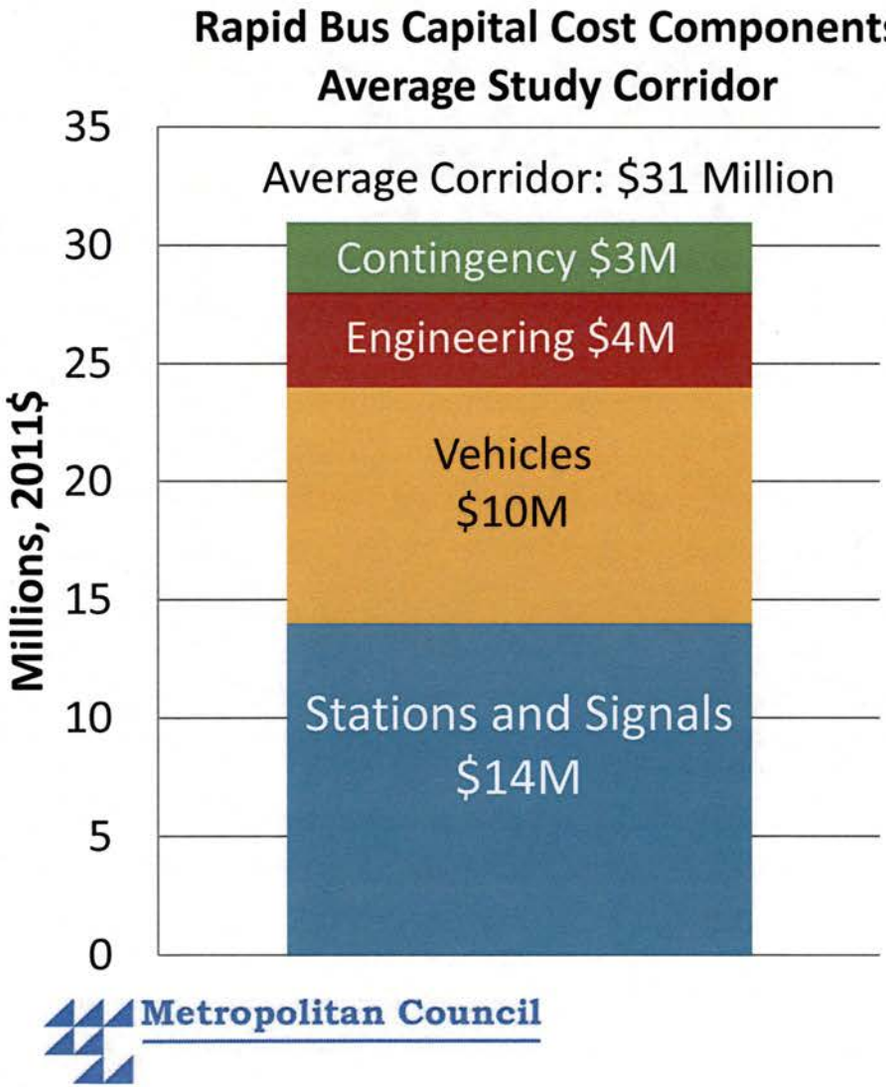
Forecasts are total of 11 single-corridor build alternatives (not system forecast of multiple lines). Ridership is for study corridor segments, differs from route-level totals

Estimated Capital and Operating Costs



- $3-4 million average capital cost per mile
  - Streetcar ($20 to $40 million/mile)
  - Light Rail ($60 to $100 million/mile)
  - Dedicated Busway ($25-$50 million/mile)
- $3.6 million per year/corridor average operating cost increase
  - Added service (2030 Service Plans), maintenance of stations and features
  - Offset by increased revenue

Metropolitan Council

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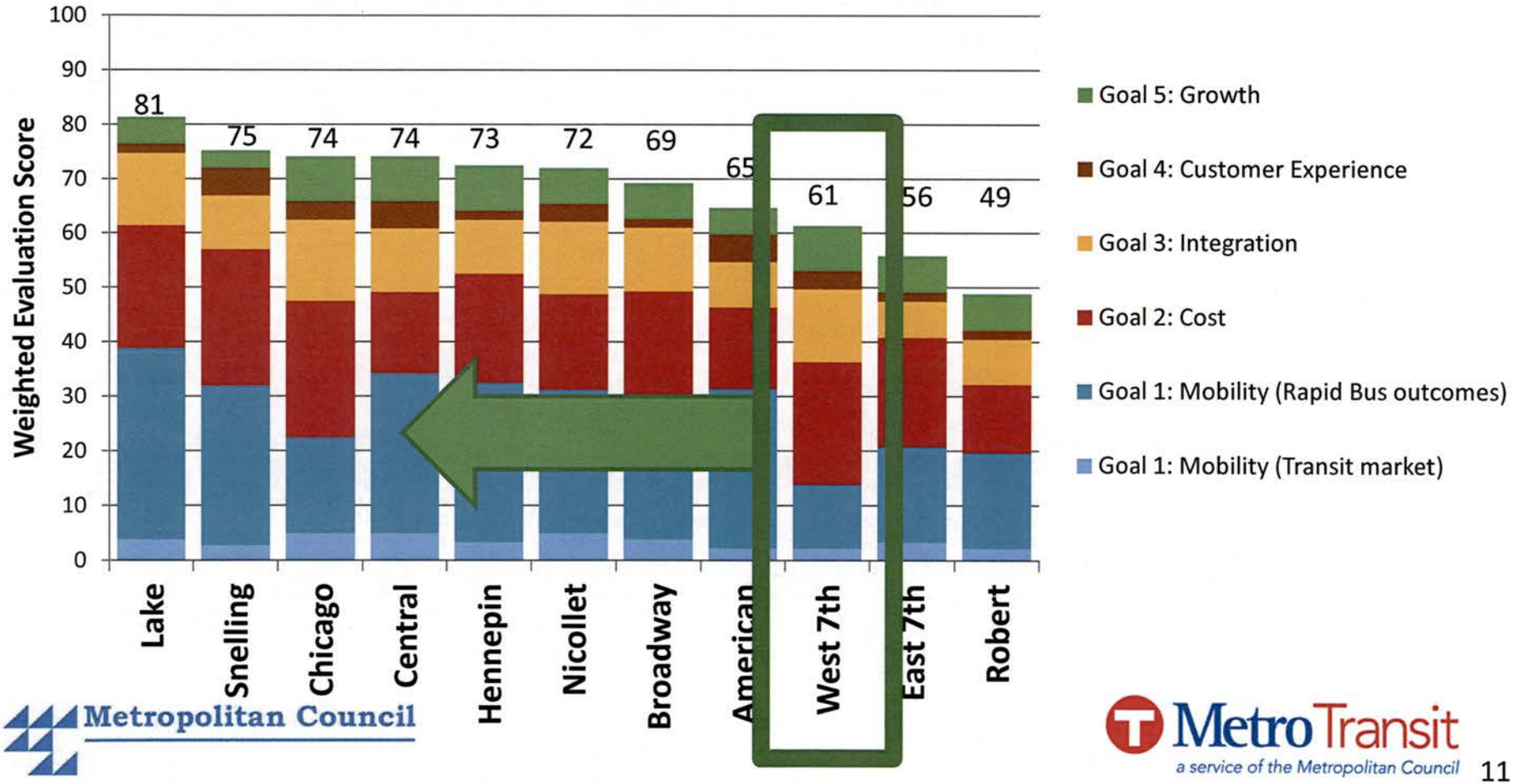
a service of the Metropolitan Council

Evaluation Criteria Draft Results

- 5 Project Goals → 17 measures, weighted by importance
- Proposed improvements appropriate for all corridors in 2030



Metropolitan Council

Metro Transit
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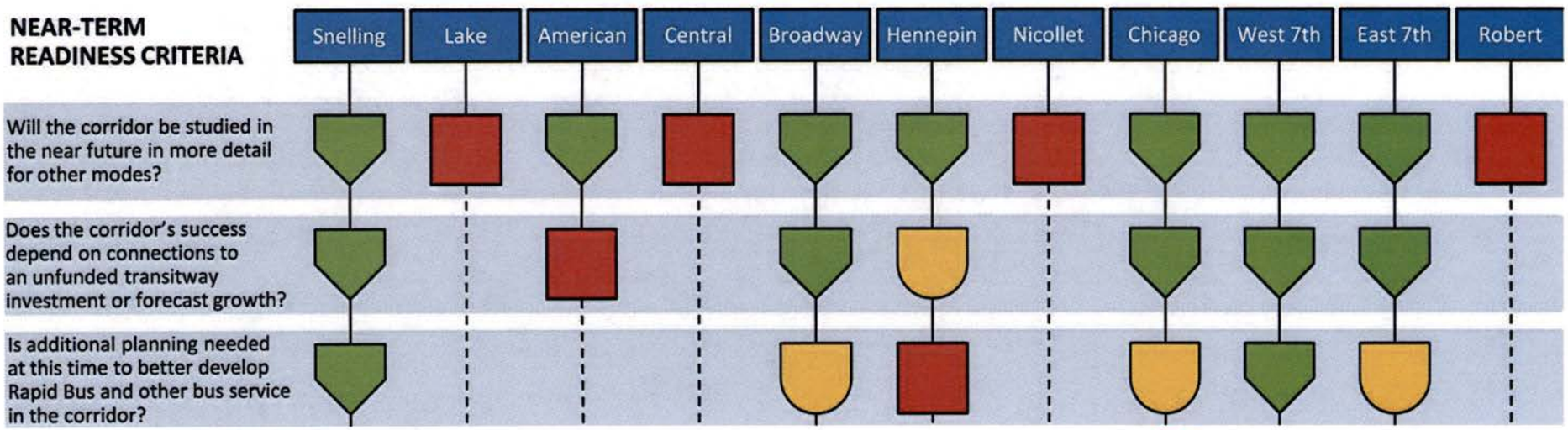
*West Seventh corridor implemented limited stop service plan in 2004. Unique feature affects relative Goal 1 performance in evaluation

Readiness Criteria Draft Results

- Used to differentiate "first" corridors amongst 11 good corridors
- Three readiness factors:
  1. **Is the corridor going to be studied in the near future in more detail and for other modes?**
  2. **Does the corridor's success depend on (or benefit from) connections to an unfunded transitway investment?**
  3. **Is additional service planning needed to refine rapid bus in the corridor?**



Preliminary Recommendations- Near Term Corridors

Ready to Implement in Near Term

- Snelling Avenue
- West Seventh Street

Refine Concept Plans, then Implement:

- West Broadway Avenue
- Chicago Avenue

Downtown east-west alignment and service plans are key issues for both corridors

Snelling Avenue Rapid Bus Corridor

- 9.7 miles, 21 stations, 9 peak buses
- $26.8 million capital cost (2011$)
- +$2.7M/annual service cost
- +$1.0M/annual maintenance cost

- 48→35 minute running time, 27% faster
- 15' local →10' Rapid/30' Local

- 3,500 rides 2010 →8,700 rides 2030
- +3,000 rides over 2030 "baseline"

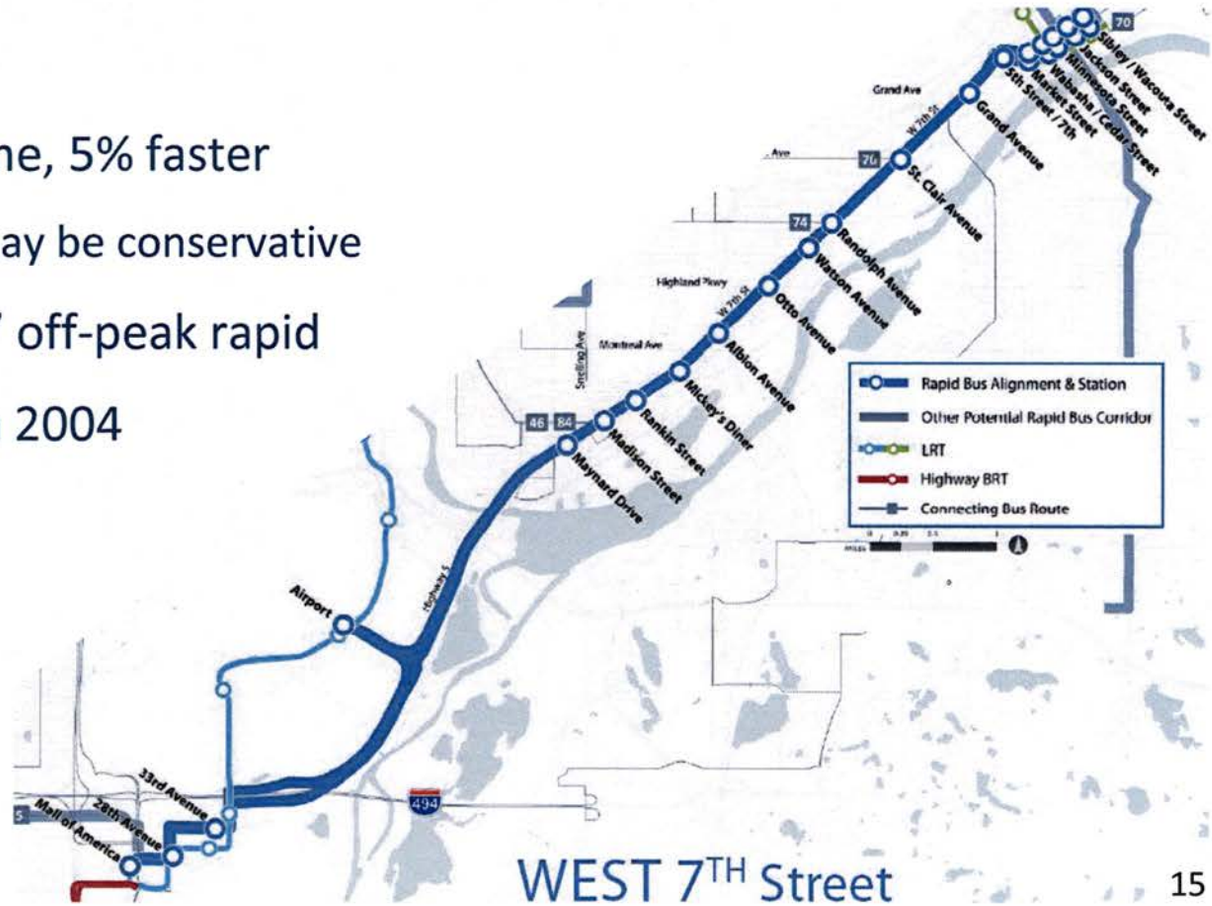
Metropolitan Council

West Seventh Street Rapid Bus Corridor

- 12.2 miles, 18 stations, 9 peak buses
- $25.4 million capital cost (2011$)
- +$0.05M/annual service cost
- +$0.9M/annual maintenance cost

- Weekday Ridership
- 3,900 rides 2010 → 7,100 rides 2030
- +1,100 rides over 2030 "baseline"

- 36→34 minute running time, 5% faster
  - Running time estimate may be conservative
- 15' ltd stop →10' peak/15' off-peak rapid
- Limited stop service began 2004



Metropolitan Council

Preliminary Recommendations- Additional Corridors

- **East Seventh Street**
  - Ongoing study of parallel corridors in Gateway and Rush Line studies
  - Potential extension of **West Seventh** corridor to St. Paul's near east side
  - Further study and stakeholder input needed

- Incorporate rapid bus mode in upcoming Alternatives Analysis studies for **Nicollet, Central Avenue, Lake Street, Robert Street**.

- Consider rapid bus on **Hennepin Avenue** within broader service restructuring for Southwest Transitway implementation.

- Grow ridership and continue transitway development connecting to **American Boulevard**. Plan for future rapid bus implementation.

Next Phase of Study- Share Results and Seek Input

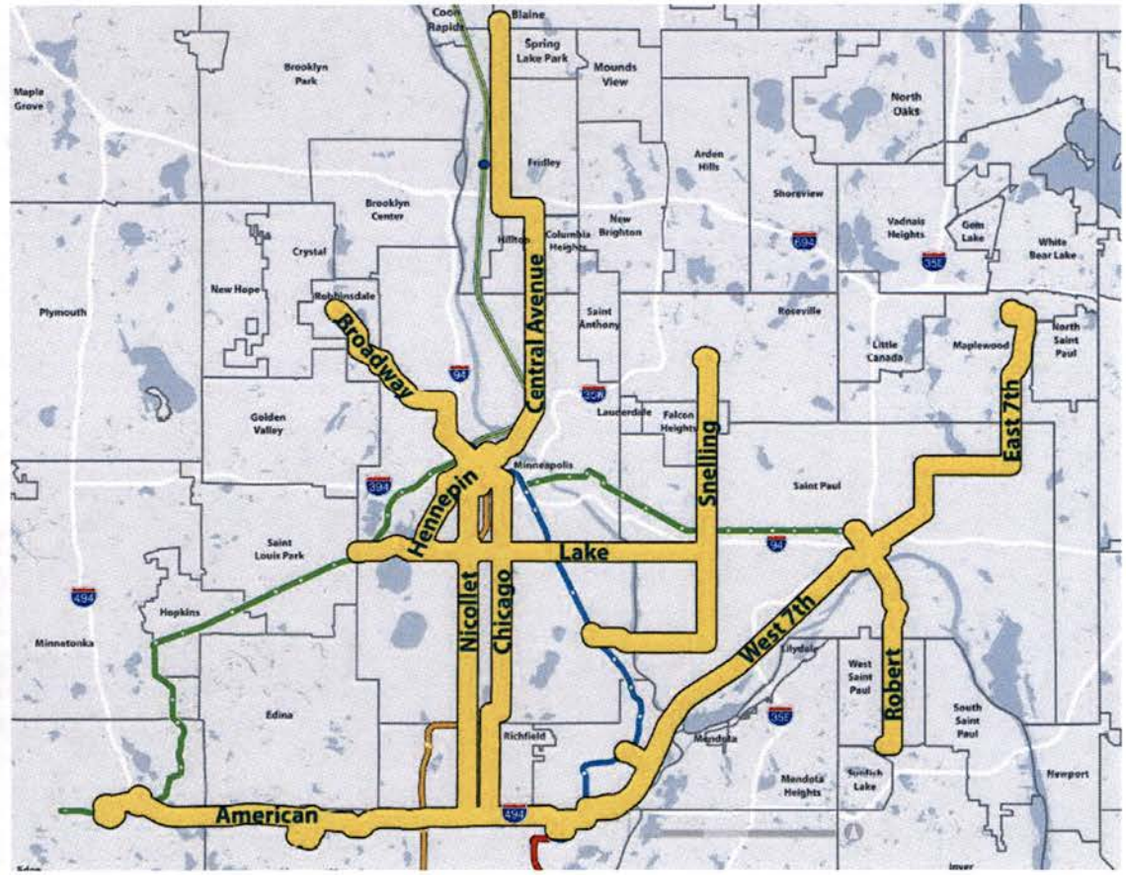
- Builds upon previous outreach efforts in 2011
- Individual efforts with 24+ communities/organizations
- Policy stakeholder discussion February 8, 2012
- **Public meetings February-March 2012**
  - February 28 at Mississippi Market (West 7th), 6-8PM
  - **February 29 at Richfield City Hall, 6-8PM**
  - **March 1 at Minneapolis Central Library, 11AM-1PM**
  - March 7 at Hamline-Midway Library, 6-7:30PM
- **Seeking input on preliminary results**

Next Steps:

- Complete Study
  - Stakeholder input project phase (February-March 2012)
  - Finalize study and prepare final report (March 2012)

- Implementation Activities
  - Select corridor(s) to implement and secure funding
  - Design and engineering phases
    - System: branding, architecture, and vehicle design
    - Corridors: corridor-specific planning and design

Questions and Discussion



Metropolitan Council

Metro Transit
a service of the Metropolitan Council

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

REGIONAL RAILROAD AUTHORITY MEETING

March 20, 2012

Immediately following the Housing and Redevelopment Authority Meeting
Rooms 40 A&B Court House (Lower Level)

~~Council Chambers – Third Floor Court House~~

PLEASE NOTE CHANGE OF LOCATION

ROLL CALL and Call to Order
AGENDA of the March 20, 2012 Regional Railroad A[illegible]d for approval.
MINUTES of the March 13, 2012 Regional Railroad A[illegible]d for approval.

Abby's original.

ADMINISTRATIVE

1. **Selection of Kimley Horn and Associates, Inc to [illegible]treet Transitway Alternatives Analysis Study**

   Board Action Requested:
   Recommend the selection of Kimley Horn and Associates, Inc., and authorize the Dakota County Regional Railroad Authority to execute a contract with Kimley Horn and Associates, Inc. for completion of the Robert Street Transitway Alternatives Analysis Study, pursuant to the Joint Powers Agreement between the Ramsey County Regional Railroad Authority and the Dakota County Regional Railroad Authority.

2. **Engineering Agreement with Union Pacific Railway**

   Board Action Requested:
   1) Approve the Public Project Reimbursement Agreement with Union Pacific Railroad for the completion of track and signal design for the East Terminal Lead, switch on the State Street Industrial Lead, the switch on the west leg of the wye to the east of the Depot, and improvements to the SPUD track, to be completed by December 31, 2013, at an estimated amount of $400,000.
   2) Authorize the Chair to execute the agreement on behalf of the Ramsey County Regional Railroad Authority.

3. **Comments on the Arterial Transit Corridors "Rapid Bus" Study**

   Board Action Requested:
   Authorize the Chair to submit comments on Metro Transit's Arterial Transit Corridors "Rapid Bus" Study on behalf of the Ramsey County Regional Railroad Authority.

(Continued)

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

REGIONAL RAILROAD AUTHORITY MEETING

March 20, 2012

Immediately following the Housing and Redevelopment Authority Meeting
Rooms 40 A&B Court House (Lower Level)
~~Council Chambers – Third Floor Court House~~
PLEASE NOTE CHANGE OF LOCATION

ROLL CALL and Call to Order
AGENDA of the March 20, 2012 Regional Railroad Authority Meeting is presented for approval.
MINUTES of the March 13, 2012 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. **Selection of Kimley Horn and Associates, Inc to complete the Robert Street Transitway Alternatives Analysis Study**

   Board Action Requested:
   Recommend the selection of Kimley Horn and Associates, Inc., and authorize the Dakota County Regional Railroad Authority to execute a contract with Kimley Horn and Associates, Inc. for completion of the Robert Street Transitway Alternatives Analysis Study, pursuant to the Joint Powers Agreement between the Ramsey County Regional Railroad Authority and the Dakota County Regional Railroad Authority.

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   Board Action Requested:
   1) Approve the Public Project Reimbursement Agreement with Union Pacific Railroad for the completion of track and signal design for the East Terminal Lead, switch on the State Street Industrial Lead, the switch on the west leg of the wye to the east of the Depot, and improvements to the SPUD track, to be completed by December 31, 2013, at an estimated amount of $400,000.
   2) Authorize the Chair to execute the agreement on behalf of the Ramsey County Regional Railroad Authority.

3. **Comments on the Arterial Transit Corridors "Rapid Bus" Study**

   Board Action Requested:
   Authorize the Chair to submit comments on Metro Transit's Arterial Transit Corridors "Rapid Bus" Study on behalf of the Ramsey County Regional Railroad Authority.

(Continued)

4. **Loan for the Union Depot**

Board Action Requested:

1) Approve the selection of US Bank, 800 Nicollet Mall, Minneapolis, MN 55402, for a $10,000,000 loan for the Union Depot project.
2) Authorize the Regional Railroad Authority Chair and County Manager to approve and execute a loan agreement with US Bank for the Union Depot project for a term of 5 years in the amount of $10,000,000 subject to approval by the County Attorney's Office and Budgeting and Accounting.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
March 13, 2012

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0. Also present were Julie Kleinschmidt, County Manager and Paul Zisla, Assistant County Attorney.

Chair McDonough called the meeting to order at 10:05 A.M.

AGENDA
Commissioner Reinhardt moved approval of the Agenda of the March 13, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0.

MINUTES
Commissioner Carter moved approval of the Minutes of the February 7, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0.

1. Comments on the Federal Transit Administration New Starts Notice of Proposed Rulemaking

Commissioner Bennett moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R12-14)

WHEREAS, The Federal Transit Administration issued Notice of Proposed Rulemaking for the New Starts program on January 25, 2012; and

WHEREAS, The New Starts program provides significant funding for major transit projects in the region; and

WHEREAS, The revised rules should streamline the development of New Starts projects; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to submit comments to the Federal Transit Administration on the New Starts Notice of Proposed Rulemaking.

2. Union Depot Renovation Project Term Sheets with Canadian Pacific Railway and Union Pacific Railway

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Bennett. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R12-15)

WHEREAS, 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; and

WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service; and

WHEREAS, The Empire Builder will utilize BNSF Railway (BNSF), Canadian Pacific Railway (CP), and Union Pacific Railroad (UP) track to access the Depot; and

WHEREAS, Accessing the BNSF, CP, and UP track will require capacity improvements so that the Empire Builder can maintain on-time performance without negatively impact existing freight operations; and

WHEREAS, The RCRRA has worked with BNSF, CP, and UP to develop a Union Depot Renovation Project Term Sheet (Term Sheet) that identifies the capacity improvements necessary to maintain on-time performance and mitigate the impact to freight rail operations; and

WHEREAS, A Term Sheet needs to be executed between the RCRRA and BNSF, the RCRRA and CP, and the RCRRA and UP to formalize the improvements and to allow final track design and signal design to begin; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Union Depot Renovation Project Term Sheet with the Canadian Pacific Railway; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves the Union Depot Renovation Project Term Sheet with the Union Pacific Railway; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Term Sheets on behalf o the Ramsey County Regional Railroad Authority.

3. Engineering Agreement with Canadian Pacific Railway

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

Commissioner Rettman asked why the Ramsey County Regional Railroad Authority (RCRRA) was referred to as the "Road Authority" in exhibit B in the engineering document with Canadian Pacific Railway.

Mike Rogers, Senior Transportation Planner, RCRRA, said RCRRA is referred to as "road authority" because Canadian Pacific Railway used their standard language in the agreement to make it easier for them.

Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R12-16)

WHEREAS, The Ramsey County Regional Railroad Authority 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; and

WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service; and

WHEREAS, The Empire Builder will utilize BNSF Railway (BNSF), Canadian Pacific Railway (CP), and Union Pacific Railroad (UP) track to access the Depot; and

WHEREAS, Accessing the BNSF, CP, and UP track will require capacity improvements so that the Empire Builder can maintain on-time performance without negatively impact existing freight operations; and

WHEREAS, The Ramsey County Regional Railroad Authority has worked with BNSF, CP, and UP to develop and execute a Union Depot Renovation Project Term Sheet (Term Sheet) with each railroad that identifies the capacity improvements necessary to maintain on-time performance and mitigate the impact to freight rail operations; and

WHEREAS, The BNSF, CP, and UP each require the execution of a second agreement to bind the parties allowing final track design and signal design can begin; and

WHEREAS, Per the agreements, the Ramsey County Regional Railroad Authority will provide funds to each railroad for the work necessary to complete final track design and signal design; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Engineering Agreement with the Canadian Pacific Railway for the completion of track and signal design for the West Terminal Lead,

CP/UP Crossover, CP to UP switch and a crossover in Hoffman Interlocking, to be completed by December 31, 2013, in an amount not to exceed $650,000; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement on behalf o the Ramsey County Regional Railroad Authority.

4. Arterial Transit Corridor ("rapid bus") – Presentation

Charles Carlson, Manager of Transitways Projects for Metro Transit, presented the presentation to the board.

[The Arterial Transit Corridor ("rapid bus") power point presentation is on file with the RCRRA office]

Commissioner Rettman gave the suggestion of adding recycling receptacles throughout the corridor as another proposed solution to the corridor challenges.

Commissioner Bennett suggested a connection between Snelling Corridor and west Seventh Street Corridor to allow for a direct connection to the airport. He commented that it seems everything is being routed from Minneapolis. He also commented that the stop located at the north end of Snelling Avenue, at about County Road C, could be located further north, at County Road F and Snelling Avenue, where Boston Scientific is located, which is a very large employer, and the stop could be right in front of that building. Or it could continue further north to highway 96 and connect to Ramsey County Public Works facility and the Minnesota National Guard's new headquarters.

Mr. Carlson replied that the routings that Metro Transit identified in this study are based on their current service pattern; therefore, the current route 84 service terminates at Rosedale and there is other connecting service that connects to some of those employment areas mentioned. On the south-end of the service, the branch of route 84 that travels down to west Seventh Street actually travels via Cleveland Avenue and St. Paul Avenue; therefore the branch happens further west. He added that the best connection from Rosedale to the airport would be to take the Snelling Corridor and connect to Hiawatha Light Rail Transit at the 46th Street Station. He said the other approach would be to use local bus service to West Seventh Street.

Commissioner Rettman commented that the connecting bus service on the Snelling Avenue Rapid Bus Corridor is beneficial because her district has long wanted the ability to connect to Como Park on Como Avenue. She also commented that while Rosedale has a transit center/park and ride, St. Paul does not have one, and she asked if there were any plans of having one somewhere along Snelling Avenue and/or adjacent to Snelling Avenue.

Mr. Carlson said the fundamental purpose of this study is to bring transit center type investments to corridors like these. The park and ride plan that the Metropolitan Council has adopted generally recognizes that land uses in central cities such as St. Paul and Minneapolis do not favor a free parking for transit use and there is typically a better use of land along these intensive transit corridors. With this, providing stronger bus connections to the trasitway service, which is both local bus to rapid bus, and rapid bus to light rail, are really the goals of providing a better transit network through this area given the land uses along these corridors.

Commissioner Rettman said her opinion is that with light rail we want people to get off at stops and explore the neighborhoods and spend money; therefore, if there isn't a park and ride available to connect to the south as well as north, then they are losing part of the market that is necessary.

Commissioner Parker commented that she agrees with Commissioner Bennett about having a connection between the Snelling Avenue and west Seventh Street Corridor because it makes sense to help people to connect directly to the airport. She also agreed with Commissioner Rettman that more park and rides are needed in the city, mentioning that the Union Depot in St. Paul is a huge opportunity for a park and ride service. She also noted on the arterial transitway corridors map on the front page of the presentation that there really aren't any basic services in the north-east area of Ramsey County and we cannot expect them to connect to the arterial transitway if they do not even have the basic system to begin with. She said it seems that this study is perfecting some of the high ridership areas when there are major parts of the county that are not served. She added that a state representative from the suburban area is introducing a bill to include the

north-east suburb as an opt-out out of the Metro Transit system and that she supports the idea of an opt-out that would allow local communities to determine their transit needs because they aren't being heard in the whole metro area system.

Chair McDonough wanted to confirm that there would be a process for submitting official comments on this study.

5. Tiger Grant Application for the East Metro Rail Yards Fluidity Enhancement Project

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Rettman. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R12-17)

WHEREAS, The Ramsey County Regional Railroad Authority is a political subdivision and local government unit of Minnesota; and

WHEREAS, The Ramsey County Regional Railroad Authority is working to establish high speed intercity passenger rail service between the Union Depot Multi-modal Transit Hub in St. Paul and Chicago along the current Amtrak Empire Builder route in Minnesota which parallels the Mississippi River; and

WHEREAS, The Ramsey County Regional Railroad Authority, BNSF Railway, Canadian Pacific Railway (CP), Union Pacific Railroad (UP), Twin Cities and Western Railroad (TC&W), Amtrak, the Red Rock Corridor Commission, Minnesota Department of Transportation, and other stakeholders are partnering in the development of the East Metro Rail Capacity Study (Study), and

WHERAS, The Study involves a nationally significant railroad crossroads from St. Paul to Hastings, Minnesota that handles five percent of the nation's freight volume, exports to Canada and Asia, interchanges between BNSF, CP, UP, and TC&W, and the BNSF and CP transcontinental mainlines; and

WHEREAS, The Study has identified capacity improvements necessary to maintain and enhance freight and passenger rail capacity and fluidity; and

WHEREAS, The BNSF Dayton's Bluff yard, CP St. Paul yard, and UP Hoffman Yard (East Metro Rail Yards) are part of a freight crossroads that is vital to the flow of our nation's freight; and

WHEREAS, If the capacity is not increased, delays will increase for freight and passenger rail impacting the regional and national economy; and

WHEREAS, To improve the flow of our nation's freight and create needed capacity for future growth by separating mainline and yard switching operations and adding two miles of mainline tracks through the East Metro Rail Yards requires private and public funding; and

WHEREAS, The Ramsey County Regional Railroad Authority is leading the development of a FY 2012 TIGER funding application to provide funding for the completion of the East Metro Rail Yards Fluidity Project; and

WHEREAS, The award of this funding will allow the project to be built without further delay. Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the submittal of a FY 2012 TIGER grant application for the completion of the East Metro Rail Yards Fluidity Enhancement Project.

CORRIDOR UPDATES

- Union Depot
  Chair McDonough reported that he attended the US High Speed Rail Conference in DC the last week in February and gave a presentation on the Union Depot project which was very well received and created a lot of excitement. He added that through the Counties Transit Improvement Board, they are

offering a transit tour for all commissioners attending the AMC Legislative Conference. The tour will begin at the Union Depot including a presentation, and will proceed through Central Corridor, the Minneapolis Interchange, Hiawatha, etc. At this point about 50 to 60 people are signed up for this transit tour.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:50 A.M.

Ramsey County Regional Railroad Authority

1

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **03/20/2012**

Regional Railroad Authority Meeting Date:

***SUBJECT*: Selection of Kimley Horn and Associates, Inc. to complete the Robert Street Transitway Alternatives Analysis Study**

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors, including the Robert Street Corridor. The Robert Street Corridor is 14 miles in length from Union Depot in downtown St. Paul to the City of Rosemount.

In order to continue the transitway development of the Robert Street Corridor, an Alternatives Analysis needs to be completed. An Alternatives Analysis is the next step in the analysis of transportation needs and evaluation of transit service options. The study will rigorously evaluate potential high-capacity transit service investments within the corridor to satisfy the requirements of the Federal Transit Administration's New Starts program. The Alternatives Analysis will expand upon the 2008 feasibility study which outlined the existing and emerging transportation needs within the corridor as well as potential transit modes and alignments.

On July 26, 2011, RCRRA approved a Joint Powers Agreement with the Dakota County Regional Railroad Authority (DCRRA) that described how the parties would work collaboratively to lead the conduct of the Alternatives Analysis study for the Robert Street Corridor, establish and define the governance structure of the Alternatives Analysis and satisfy local funding contributions required by the Federal Transit Administration. The Alternatives Analysis study will be governed by a Steering Committee comprised of elected and appointed officials from corridor jurisdictions. Commissioner Ortega and Commissioner Gaylord from Dakota County serve as co-chairs of the Steering Committee.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

Recommend the selection of Kimley Horn and Associates, Inc., and authorize the Dakota County Regional Railroad Authority to execute a contract with Kimley Horn and Associates, Inc. for completion of the Robert Street Transitway Alternatives Analysis Study, pursuant to the Joint Powers Agreement between the Ramsey County Regional Railroad Authority and the Dakota County Regional Railroad Authority.

1

(Executive summary continued)

DCRRA will serve as the contracting party and is responsible for the administration of the federal grant and consultant contracts. Prior to entering into any contract associated with the Robert Street Alternatives Analysis, per Article 4.E of the Joint Powers Agreement, DCRRA is required to consult RCRRA. On March 27, 2012, DCRRA is scheduled to approve the selection of a consultant to complete the Robert Street Transitway Alternatives Analysis Study.

On January 17, 2012, a Request for Proposals was released. Proposals were due on February 16, 2012. Two consultant teams submitted proposals: Kimley Horn and Associates, Inc. and URS Corp.

A Proposal Review Committee was formed to review the submitted proposals. The Proposal Review Committee comprised of staff from RCRRA, DCRRA, City of Saint Paul, Metropolitan Council, Mn/DOT, City of West Saint Paul, City of South Saint Paul, City of Mendota Heights, and the City of Rosemount. The Proposal Review Committee was impressed with the proposals received including the depth of team knowledge and project experience.

After reviewing the two proposals, the Proposal Review Committee interviewed both consultant teams. The Proposal Review Committee was extremely impressed by Kimley Horn and Associates, Inc. written proposal and oral interview and determined their proposal provided the best-value in terms of experience of the firm, key persons assigned, and ability to meet the timeline and project requirements. The Proposal Review Committee recommends entering into a contract with Kimley Horn and Associates, Inc. for the completion of the Robert Street Transitway Alternatives Analysis.

The Alternatives Analysis study will be funded through a combination of local and federal funds. On March 1, 2011, the Federal Transit Administration under the Alternatives Analysis Program (49 U.S.C. 5339), awarded the DCRRA a grant of $1.18 million to conduct a federally compliant Alternatives Analysis Study for Robert Street Transitway. RCRRA authorized a payment in the amount not-to-exceed $147,500 for RCRRA's share of the cost of the Alternatives Analysis study. Payment was made in January 2012 using funds from the 2011 RCRRA operating budget. The Robert Street Alternatives Analysis is expected to be completed in 18-24 months from the notice-to-proceed date with the goal of identifying a locally preferred alternative for the transitway.

***SUBJECT*: Selection of Kimley Horn and Associates, Inc. to complete the Robert Street Transitway Alternatives Analysis Study**

ATTACHMENTS:

PREVIOUS ACTION:
On July 26, 2011, in Resolution R11-25, Ramsey County Regional Railroad Authority approved a Joint Powers Agreement for the Robert Street Transitway Alternatives Analysis Study with Dakota County Regional Railroad Authority

COUNTY MANAGER'S COMMENTS:

Ramsey County Regional Railroad Authority approval is required per the Joint Powers Agreement with Dakota County Regional Railroad Authority. The Dakota County Regional Railroad Authority is scheduled to act on the selection of the consultant at their March 27th, 2012 meeting.

***SUBJECT*: Selection of Kimley Horn and Associates, Inc. to complete the Robert Street Transitway Alternatives Analysis Study**

Regional Railroad Authority – Authorized Signature	Date
Timothy S. Mayan	3/14/12

Budgeting & Accounting – Authorized Signature	Date
Kathleen A Kaps	3/14/12

County Attorney – Authorized Signature	Date
Paul B. Jrila	3/14/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

***SUBJECT*: Selection of Kimley Horn and Associates, Inc. to complete the Robert Street Transitway Alternatives Analysis Study**

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance several transitway corridors to the benefit of the citizens of Ramsey County, including the Robert Street Transitway; and

WHEREAS, The Robert Street Transitway Corridor stretches 14 miles from downtown St. Paul to the City of Rosemount; and

WHEREAS, The next step in the development of the Robert Street Transitway is the completion of an Alternatives Analysis; and

WHEREAS, The purpose of an Alternatives Analysis study is to conduct an evaluation of all reasonable alternatives and general transit alignment options for identified transportation needs in a particular travel corridor; and

WHEREAS, In March 2011, the Federal Transit Administration awarded Dakota County a grant of $1.18 million to conduct a federally compliant Alternatives Analysis Study for the Robert Street Corridor; and

WHEREAS, In Resolution R11-25, Ramsey County Regional Railroad Authority approved a Joint Powers Agreement for the Robert Street Transitway Alternatives Analysis Study with Dakota County Regional Railroad Authority and

WHEREAS, The Joint Powers Agreement describes how the parties will work collaboratively to lead the conduct of the Alternatives Analysis for the Robert Street Corridor, establish and define the governance structure of the Alternatives Analysis and satisfy local funding contributions required by the Federal Transit Administration, and

WHEREAS, The Joint Powers Agreement requires the Ramsey County Regional Railroad Authority's consultation prior to Dakota County Regional Railroad Authority entering into any contract associated with the Robert Street Alternatives Analysis, and

WHEREAS, On January 17, 2012, the Dakota County Regional Railroad Authority issued a Request for Proposals from consultant firms to conduct the Robert Street Alternatives Analysis study; and

WHEREAS, A Proposal Review Committee comprised of staff members from Ramsey County Regional Railroad Authority, Dakota County Regional Railroad Authority, Metropolitan Council, Minnesota Department of Transportation, and the Cities of Rosemount, West Saint Paul, South Saint Paul, and Mendota Heights was formed to review proposals from the two firms; and

WHEREAS, The Proposal Review Committee interviewed both consultant firms; and

WHEREAS, The Proposal Review Committee recommends the selection of Kimley Horn and Associates, Inc. to complete the Robert Street Transitway Alternatives Analysis Study; Now Therefore Be It

5

RESOLVED, The Ramsey County Regional Railroad Authority recommends the selection of Kimley Horn and Associates, Inc., and authorizes the Dakota County Regional Railroad Authority to execute a contract with Kimley Horn and Associates, Inc. for completion of the Robert Street Transitway Alternatives Analysis Study, pursuant to the Joint Powers Agreement between the Ramsey County Regional Railroad Authority and the Dakota County Regional Railroad Authority.

Ramsey County Regional Railroad Authority

2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **03/20/2012**

Regional Railroad Authority Meeting Date: _____

***SUBJECT*: Engineering agreement with Union Pacific Railway**

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has committed to renovating the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes the construction of rail and platforms for the introduction of passenger rail service. Initially the passenger rail service will consist of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago.

Prior to the Empire Builder serving the Union Depot, track improvements must be made to the existing freight rail network to allow the train to access the station and to mitigate impacts caused by the new station stop. Staff has been working with Mortenson Construction and the BNSF Railway (BNSF), Canadian Pacific Railway (CP), Union Pacific Railroad (UP), Amtrak, the Federal Railroad Administration (FRA), and Minnesota Department of Transportation (Mn/DOT) to identify the improvements necessary and to develop preliminary track plans for the approval of BNSF, CP, UP, FRA, Mn/DOT, and Amtrak.

As identified in the Union Depot Renovation Project Term Sheets (Term Sheets), an Engineering/Public Project Reimbursement Agreement is needed between the RCRRA and each freight railroad prior to design work being completed for both the track and signal systems. The Engineering/Public Project Reimbursement Agreements are binding documents that commit the RCRRA to reimburse the freight railroads for their costs in completing final track and signal designs for the improvements identified in the Term Sheets.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve the Public Project Reimbursement Agreement with Union Pacific Railroad for the completion of track and signal design for the East Terminal Lead, switch on the State Street Industrial Lead, the switch on the west leg of the wye to the east of the Depot, and improvements to the SPUD track, to be completed by December 31, 2013, at an estimated amount of $400,000.
2. Authorize the Chair to execute the agreement on behalf of the Ramsey County Regional Railroad Authority.

***SUBJECT*: Engineering agreement with Union Pacific Railway**

(Executive Summary continued)

The Engineering/Public Project Reimbursement Agreements are detailed below:

BNSF
The Preliminary Engineering Agreement with BNSF Railway commits BNSF to complete track and signal design for the switch on the southeast leg of the wye to the east of the Depot. This work will be completed by May 31, 2012 and will have a not to exceed cost of $47,000.

Union Pacific
The Public Project Reimbursement Agreement with Union Pacific Railroad commits the UP to complete track and signal design for the East Terminal Lead, switch on the State Street Industrial Lead, the switch on the west leg of the wye to the east of the Depot, and improvements to the SPUD track. This work will be completed by December 31, 2013 and will have an estimated cost of $400,000. The $400,000 is not a not to exceed amount, instead it is an estimate of the cost. If at any time UP expects to exceed the $400,000 amount, they will notify and wait for approval to proceed prior to incurring costs above the $400,000 estimate.

*Canadian Pacific
The Engineering Agreement with Canadian Pacific Railway commits the CP to complete track and signal design for the West Terminal Lead, CP/UP Crossover, CP to UP switch and a crossover in Hoffman Interlocking. This work will be completed by December 31, 2013 and will have a not to exceed cost of $650,000.

* The Engineering Agreement with Canadian Pacific Railway was approved by the RCRRA on March 13, 2012, by resolution # R12-16.

Funding for the $1,097,000 in combined costs will come from the 2011 Union Depot Project Budget. All costs are within the budget amount.

***SUBJECT*: Engineering agreement with Union Pacific Railway**

ATTACHMENTS:

Public Project Reimbursement Agreement between the RCRRA and Union Pacific Railroad.

PREVIOUS ACTION:

Resolution # R12-16 on March 13, 2012 - the RCRRA approved the Engineering Agreement with Canadian Pacific Railway.

COUNTY MANAGER'S COMMENTS:

Approval of the engineering agreements with the freight railroads will ensure that the final track design and signal design are completed so that Amtrak Empire Builder trains can serve the Union Depot.

***SUBJECT*: Engineering agreement with** **Union Pacific Railway**

Regional Railroad Authority – Authorized Signature	Date
	3/14/12

Budgeting & Accounting – Authorized Signature	Date
	3/14/12

County Attorney – Authorized Signature	Date
	3/14/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

***SUBJECT*: Engineering agreement with Union Pacific Railway**

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority 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; and

WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service; and

WHEREAS, The Empire Builder will utilize BNSF Railway, Canadian Pacific Railway and Union Pacific Railroad track to access the Depot; and

WHEREAS, Accessing the BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad track will require capacity improvements so that the Empire Builder can maintain on-time performance without negatively impact existing freight operations; and

WHEREAS, The Ramsey County Regional Railroad Authority has worked with BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad to develop and execute a Union Depot Renovation Project Term Sheet with each railroad that identifies the capacity improvements necessary to maintain on-time performance and mitigate the impact to freight rail operations; and

WHEREAS, The BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad each require the execution of a second agreement to bind the parties allowing final track design and signal design can begin; and

WHEREAS, Per the agreements, the Ramsey County Regional Railroad Authority will provide funds to each railroad for the work necessary to complete final track design and signal design; and

WHEREAS, On March 13, 2012, by resolution number R12-16, the Ramsey County Regional Railroad Authority approved the Engineering Agreement with the Canadian Pacific Railway for the completion of track and signal design for the West Terminal Lead, Canadian Pacific Railway / Union Pacific Railroad Crossover, Canadian Pacific Railway to Union Pacific Railroad switch and a crossover in Hoffman Interlocking, to be completed by December 31, 2013, in an amount not to exceed $650,000; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Public Projects Reimbursement Agreement with the Union Pacific Railway for the completion of track and signal design for the East Terminal Lead, switch on the State Street Industrial Lead, the switch on the west leg of the wye to the east of the Depot, and improvements to the SPUD track, to be completed by December 31, 2013, at an estimated amount of $400,000; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreements on behalf of the Ramsey County Regional Railroad Authority.

5

Attachment

PUBLIC PROJECT REIMBURSEMENT AGREEMENT
Union Pacific Railroad / Union Depot Project

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2012 ("Effective Date"), by and between RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, a political subdivision of the State of Minnesota ("RCRRA") and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("UP").

RECITALS

A. RCRRA has undertaken a project (the "Project") involving the Union Depot and surrounding area in Saint Paul, Ramsey County, Minnesota.

B. The Project involves turnout, track, and signal improvements to the operating properties of UP, BNSF Railway Company ("BNSF") and Canadian Pacific Railroad ("CP") which Union Depot and are necessary to establish Amtrak Empire Builder service through the Union Depot.

C. The RCRRA, UP, BNSF, CP, Minnesota Department of Transportation ("Mn/DOT"), Federal Railroad Administration ('FRA"), and National Railroad Passenger Corporation ("Amtrak") are soon to approve a preliminary engineering plan for the turnout, track, and additional improvements to the operating properties of UP, BNSF, and CP labeled with state project nos. 091-595-023, 091-595-24, and 091-595-025 dated January 26, 2012, marked **Figure 1** and attached hereto and hereby made a part of.

D. The RCRRA and UP have agreed to a Term Sheet concerning the additions and improvements necessary for the RCRRA's establishment of passenger service through the Union Depot, marked **Exhibit A** and attached hereto and hereby made a part of.

E. A portion of the Project involves proposed modifications identified in **Figure 1** and **Exhibit A** to UP track including the State Street Industrial Lead, UP Main adjacent to Hoffman Yard, and track known as the SPUD Track ("SPUD Track") which is jointly owned by UP, BNSF Railway ("BNSF") and Canadian Pacific Railway ("CP"). These tracks are collectively referred to as "UP Track".

F. The purpose of this Agreement is to describe the parties' rights and obligations with respect to RCRRA's reimbursement of UP engineering expenses as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between RCRRA and UP as follows:

Section I. **SERVICES TO BE PERFORMED**

The Parties shall perform the following services. The term 'Services' means all services the Parties are required to provide under this Agreement for the engineering design of the Project. The Services specifically excludes the construction, operation and maintenance of the completed Project.

A. SERVICES BY THE RCRRA.

The RCRRA shall furnish or cause to be furnished, at its expense, all the Services required to perform by this Section I.A.:

1. Coordination of switch, track, and signal additions and improvements among UP, BNSF, CP, and Amtrak needed to permit access to The Union Depot Terminal Area only by Amtrak Empire Builder trains #7 and #8, in its current and projected configurations, or their successors and not by additional passenger trains;

2. Preliminary Engineering
   i. RCRRA engineering consultant Mortenson Team (the "Engineering Consultant") shall provide to UP thirty five percent (35%) completed track plans involving UP Track (the "Preliminary Plans"). The Preliminary Plans shall include a scaled track design plan for the proposed track work involving UP Track, and shall also describe and show UP Engineering Station references, all track work that RCRRA proposes to UP Track, track centers between all tracks, identification of which railroad switches are to be power switches, the number and size of the switches, the number and type of railroad frogs being used, distances between switches, UP right of way lines and other information designated by UP.
   ii. All required preliminary engineering and signal design other than that described in Section I.B.1.i. below, including:
      1. Track design for the Union Depot Terminal Area and for track owned and operated by CP and BNSF.
      2. Signal design for track owned and operated by CP and BNSF.

3. Incidental Services necessary to complete the items hereinabove specified (e.g. attendance at meetings, review of UP submitted plans, responding to requests for information, etc.).

4. All engineering on UP owned, dispatched, or controlled properties is subject to approval by UP.

B. SERVICES BY THE UP

The UP shall furnish or cause to be furnished, at the expense of the RCRRA, all the Services necessary to complete the engineering design plans for which UP is

responsible as outlined in **Figure 1** and **Exhibit A**.

1. Preliminary Plans
    i. Signal Design
        a. UP is responsible for providing design elements per UP standards.

2. Upon approval of preliminary engineering by the FRA and RCRRA, UP shall proceed with final design of signal improvements

3. Review and coordination of UP's preliminary engineering and signal design plans with those of the Engineering Consultant, BNSF and CP;

4. Final design of signal engineering

5. Review and coordination of UP's final signal design plans with those of the Engineering Consultant, BNSF and CP;

6. Design of new train control signals;

7. Review of structure plans and calculations; and

8. Incidental services necessary to complete the items hereinabove specified.

9. Final Track design
    a. A set of track plans either drawn to scale or schematic in nature, depending on location and complexity
    b. Railroad grades and grade change points
    c. Cut and fill sections
    d. Railroad mileposts and ownership limits/changes
    e. Passenger station platform locations
    f. Locations of objects that may impact basic design including, but not limited to retaining walls, bridges, station platforms, and natural features such as rivers
    g. Property lines where additional property is required for signal facilities or access/maintenance of way
    h. Installation of switch heaters as appropriate.

Section II. **SUBMITTAL OF PRELIMINARY PLANS AND UP'S COST ESTIMATES**
The Parties agree to the following for the development of cost estimates and approval for continuation of Services indentified in Section 1.

A. After receiving the Preliminary Plans and receiving BNSF's and CP's written approval of the Preliminary Plans, UP, at RCRRA's sole cost and expense, shall

then prepare and submit to RCRRA a preliminary UP material and force account estimate (the "Preliminary Estimate") based on UP's review of the Preliminary Plans.

The Preliminary Estimate shall be only a preliminary estimate of total expenses to be incurred only by UP involving only UP Track and shall include costs incurred by UP in its preliminary review of the Preliminary Plans and its preparation of the Preliminary Estimate.

B. If the Preliminary Estimate meets with RCRRA's written approval, UP shall continue providing the services set forth in Section I.B.

C. RCRRA shall provide written approval of the Preliminary Estimates. UP shall then commence work designing signal improvements involving UP-controlled track as set forth in Section 1.II

D. RCRRA acknowledges and agrees that during all phases of the Project,; RCRRA must obtain directly from BNSF and CP preliminary and final estimates of work to be performed by BNSF and CP. RCRRA also acknowledges and agrees that UP shall prepare and submit to RCRRA a final UP material and force account estimate involving only UP work (the "Final Estimate") only after UP has developed (i) one hundred percent (100%) final plans, (ii) UP has progressed the signal plans to a fifty percent (50%) level and (iii) UP has received written approval from BNSF and CP of the final plans submitted by the Engineering Consultant and also the design plans prepared by UP. The Final Estimate will include expenses incurred by UP that have accrued on or after the Effective Date of this Agreement.

E. UP's Preliminary Estimate and Final Estimate may include, without limitation, participating in meetings and other communications with RCRRA, Engineering Consultant, BNSF and CP, collecting and distributing information, reviewing the Engineering Consultant's plans for utilities, civil, track, signal and structural design, analyzing potential effects on UP, CP and BNSF rail and rail-related operations and capacity, determining, if applicable, locations for relocated facilities and performing other conceptual signal, civil, track and structural design work and reviews. UP's reimbursable expenses may also include any outside engineering review and design work.

Section III. <u>UP BILLING TO RCRRA; REIMBURSEMENT BY RCRRA</u>

The Parties agree to the following for the billing and reimbursement of the Services indentified in Section 1.

A. RCRRA acknowledges and agrees that UP's Preliminary Estimate and Final Estimate will be only estimates of UP's anticipated expenses. UP does not anticipate that its total expenses chargeable to RCRRA shall exceed Four

Hundred Thousand Dollars ($400,000.00). RCRRA confirms that it shall budget, authorize and appropriate sufficient funds to cover UP's services under this Agreement and shall reimburse UP for any and all actual costs and services incurred by UP related to the Project with the understanding, however, that if at any time it reasonably appears to UP that UP's actual costs may exceed $400,000.00, UP shall so advise RCRRA and RCRRA and UP shall then confer on whether to modify the scope of UP's services or to have UP continue its services as agreed upon by RCRRA and UP under this Agreement. Subject to the preceding provisions, even in the event RCRRA does not partially or wholly accept UP's Preliminary Estimate and/or Final Estimate, RCRRA shall pay and reimburse UP for any and all of UP's costs and services related to the Project.

B. UP shall prepare its Preliminary Estimate and Final Estimate in accordance with standard UP engineering procedures.

C. Subject to the provisions set forth in Paragraph A above, UP shall submit no more than once a month, invoices to RCRRA while performing services under this Agreement, and shall send final billing to RCRRA within one hundred twenty (120) days after all actual costs incurred by UP under this Agreement have been determined by UP.

D. Subject to the provisions set forth in Paragraph A above, RCRRA agrees to pay and reimburse UP within thirty-five (35) from the date of each monthly invoice and/or final billing, as the case may be, from UP for any and all actual costs incurred by UP in performing services under this Agreement including but without limitation all direct and indirect labor costs and UP's current FHWA additive rates , including indirect and overhead costs. RCRRA may reduce its payment of any invoice lacking adequate supporting documentation by any amount not so supported, but shall pay the supported balance within the above-described 30 day time period; provided that RCRRA will promptly provide UP with specific written information with respect to what supporting documentation is lacking in such invoice. UP may include such disallowed costs in a subsequent revision of the original invoice with the necessary supporting documentation during regular and subsequent invoicing cycles. Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

E The Parties anticipate execution of further agreements, such as a Construction and Maintenance Agreement and an Operating Agreement. Payment under this agreement is not contingent on execution of such further agreements.

Section IV. <u>RIGHT TO AUDIT</u>

The Parties agree to the following for the auditing of the billing for the reimbursement of the Services indentified in Section 1 and 2.

For a period of three (3) years, or as required by state or federal law, whichever is greater, after the date of UP's last billing sent to RCRRA, UP shall make its records relating to this Agreement reasonably available for review by RCRRA or any federal or state agency with audit responsibility for or on behalf of RCRRA at UP's Headquarter's building in Omaha, Nebraska, during normal business hours and upon reasonable notice, provided further, that nothing contained in this section shall be deemed to waive or diminish the preemptive effect of any federal law or regulation applicable hereto.

Section V. CONSTRUCTION AND MAINTENANCE AGREEMENT

This Agreement addresses only preliminary engineering and final design regarding the Project described in this Agreement. The parties confirm that this Agreement does not obligate either party to negotiate for, or to enter into, a separate construction and maintenance agreement or any other agreement involving RCRRA's Project.

Section VI. TERMINATION

The RCRRA may terminate this Agreement without cause and for any reason whatsoever upon giving 30 days written notice thereof to UP. In the event funding for the Project is discontinued, RCRRA may terminate this Agreement without cause immediately by giving written notice thereof to UP.

Upon receipt of the RCRRA's notice of termination of the Agreement UP shall take all actions necessary to discontinue further commitments of funds to the Agreement. UP shall be entitled to receive compensation for the costs incurred up to the date of termination and post termination costs allowable under applicable federal regulations. Termination will not result in any penalty to RCRRA.

Section VII. MISCELLANEOUS PROVISIONS

The parties agree to the additional provisions identified below:

A. Compliance With Applicable Law. UP agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to UP's performance of the provisions of this Agreement. It shall be the obligation of UP to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein. UP will be fully compensated by RCRRA for all costs associated with securement of said permits and licenses.

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

other engagement or representation. The parties acknowledge that UP is an independent contractor.

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

D. UP certifies compliance with, and agrees to obtain certifications from its third party contractors on the Project with respect to the certifications set forth in **Exhibit C** entitled "Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying", attached hereto and made a part of this Agreement as **Exhibit B**.

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

F. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations. Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

Section VIII. TERM OF THE AGREEMENT

This Agreement will expire on December 31, 2013, unless extended by mutual agreement of the parties or terminated earlier under the terms of this Agreement. RCCRA's obligations under Section III shall survive expiration of this agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, RCRRA and UP have each duly executed this Agreement as of the Effective Date.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

By: _____
Title: _____
Printed Name: _____

Approved as to form:

_____
Assistant County Attorney

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____
Printed Name: _____

FIGURE 1
Union Depot Railroad Approval Layout Set

(Figure 1 is included in Exhibit A, Figure 3)

Exhibit A
Union Depot Renovation Term Sheet

February 28, 2012
Union Depot, St. Paul, Minnesota
Renovation Project

Term Sheet

Union Pacific Railroad Company – Ramsey County Regional Rail Authority

This Term Sheet summarizes key provisions to be included in a future agreement between Union Pacific Railroad Company ("UP") and Ramsey County Regional Rail Authority ("RCRRA") regarding the establishment of Amtrak Empire Builder service through the Union Depot ("The Depot") in Saint Paul, Minnesota. RCRRA intends to enter into similar agreements with all Class I railroads involved in station access or Amtrak operations, including Canadian Pacific Railroad ("CP"), BNSF Railway Company ("BNSF") and UP (collectively "The Railroads").

The current route of the Amtrak Empire Builder, trains #7 and #8, bypasses The Depot. RCRRA, through a contract with Mortenson Construction (Mortenson Team), intends to complete the Union Depot Project ("The Project") as defined subsequently in the Definition of Terms. The Project will involve renovations to existing buildings, construction of track including connections to Class 1 tracks operated by The Railroads, platforms and associated features designed to facilitate the boarding and discharging of passengers.

The Railroads and recognize that in order to route Empire Builder trains through the proposed Station Area, modifications will also be required to the track, signal and communications systems of The Railroads in the surrounding area. It is understood the Minnesota Department of Transportation ("MnDOT") expects these modifications as well.

The purpose of this document is to identify the required improvements to be made and define operating parameters for design, construction and financial planning of the Project. This Term Sheet and the agreements which will embody it are expressly understood to permit access to The Depot Terminal Area only by Amtrak trains #7 and #8, in their current and projected configurations, at a rate of no more than one train pair daily, and not by additional passenger trains, whether or not operated by Amtrak. Prior to additional passenger trains serving The Depot, additional analysis will be necessary to identify and construct the required improvements to allow for their access to The Depot.

In the event that Amtrak discontinues Empire Builder service, this Term Sheet and subsequent agreements related to the The Project will allow RCRRA or other competent authority to pursue the provision of intercity passenger train service at The Depot on a service frequency no greater than the existing Empire Builder by another operator.

RCRRA and UP acknowledge that the Union Depot Railroad Approval Layout Set (Figure 3) represents preliminary engineering of the track improvements identified in Figures 1 and 2 of this Term Sheet.

Notwithstanding any other provision of this Term Sheet, none of the Parties shall have any binding, legal obligations hereunder unless and until the definitive agreements identified in Section H that incorporate the understandings contained in this Term Sheet have been executed and delivered by the Parties. Should the Parties fail for any reason to agree and sign such definitive agreements, the Parties shall have no further obligation whatsoever to one another with respect to the subject matter of this Term Sheet, except as set forth in any fully executed agreements.

Definition of Terms

Union Depot ("The Depot") – The Union Depot is the entire 33-acre complex of buildings, track, platforms, roadways, parking lots and other facilities that are or will be on property owned by the Ramsey County Regional Rail Authority (RCRRA) and used to support the operation of an intercity passenger rail station. (See Figure 1).

Terminal Buildings – The Terminal Buildings are that part of the Union Depot that includes the Head House and the Concourse.

> **Head House** – The Head House is the building located on the block bounded by 4th Street East, 5th Street East, Sibley Street North and Wacouta Street North.
>
> **Concourse** – The Concourse is the building located south of the Head House, a portion of which is elevated over the area to be used for tracks, platforms and passenger pick-up and drop-off, and includes the elevated connection between the Head House and the Concourse that crosses Kellogg Boulevard.

Terminal Area – The Terminal Area is that part of the Union Depot that includes the Terminal Tracks, platforms and other facilities that are or will be constructed on RCRRA property between Kellogg Boulevard and tracks owned by The Railroads but not including the Terminal Buildings.

Union Depot Project ("The Project") – The Union Depot Project refers to those activities being undertaken by RCRRA that involve the renovation of the Terminal Buildings; the construction of tracks, platforms and other facilities within the Terminal Area and the construction/renovation of other facilities, structures and systems necessary for the operation of an intercity passenger station within the property owned by the RCRRA, including those track and signal modifications associated with Class I Tracks and described herein.

Terminal Tracks – The Terminal Tracks are all the railroad tracks that will be located on RCRRA property in the Terminal Area. These tracks are identified as 'Track 1', 'Track 2', Track 3' and the "Tail Track" on Figure 1.

The Railroads – For the purposes of this document, reference to The Railroads will specifically include the BNSF Railway (BNSF), the Canadian Pacific Railway (CP) and the Union Pacific Railroad (UP).

Successors – Replacement intercity trains through the Depot at a rate of no more than one train pair per day.

Class I Tracks – The term Class I Tracks will refer to all of the tracks on property owned by The Railroads. Tracks owned by a specific railroad will be referred to using the name of the railroad (i.e. CP Tracks, UP Tracks or BNSF Tracks.)

SPUD Track – The track known as the SPUD Track is the Class I track closest to RCRRA property (see Figure 1). It is owned jointly by all three Class I railroads (UP, CP and BNSF) but is controlled and maintained by the Union Pacific RR.

DTMF – Dual Tone Multi Frequency

Union Depot Railroad Layout Approval Set (Figure 3) – Refers to Railroad Layout Approval Set for state project nos. 091-595-023, 091-595-24, and 091-595-025 that was signed by UP, BNSF, CP, Amtrak, the Federal Railroad Administration, Mn/DOT, and the RCRRA dated January 26, 2012.

Amtrak - shall mean the National Railroad Passenger Corporation and its permitted successors and assigns.

Attachments

The following list of attachments are incorporated by reference:
Figure 1: Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service
Figure 2: Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service
Figure 3: Union Depot Railroad Approval Layout Set

The key issues are organized into the following categories merely to facilitate reference:

A. Switch and Track Modifications
B. Signal and Communications Modifications
C. Design and Construction
D. Dispatching
E. Operations and Maintenance
F. Design and Construction Funding
G. Access
H. Additional Agreements and/or Amendments to Existing Agreements Prior to Startup
I. Construction Schedule

A. Switch and Track Modifications

1. Terminal Tracks and Connections

West Terminal Lead – A power switch (a switch that can be operated from a central dispatch center or operated manually by a qualified Railway employee) will be installed on the west end of the Terminal Area that will connect the West Terminal Lead to the CP 1 to SPUD Track Crossover. The installation of this switch will facilitate rapid and efficient access to the Terminal Area by Amtrak trains. (Figure 1; Item 1).

East Terminal Lead – A power switch with switch heaters will be installed on the east end of the Terminal Area that will connect the East Terminal Lead to the SPUD track. The installation of this switch will facilitate rapid and efficient access to the Terminal Area by Amtrak trains. (Figure 1; Item 2).

Terminal Track– Two new terminal tracks will be constructed of sufficient length for the Amtrak Trains 7 & 8 to discharge and load passengers without fouling the SPUD Track, CP 1 Track or access of passenger trains to planned future tracks.

A portion of a third terminal track will be constructed on the West end of the Terminal Area for approximately 500 feet eastward and stub-ended at this time.

Plans for this third terminal track and any subsequent track changes or additions will be subject to prior BNSF, CP, UP and Amtrak approval.

Tail Track -A Tail Track is to be constructed on the East end of the Terminal Area that connects to Terminal Track 1 and Terminal Track 2 at the location of the East Terminal Track 1/Terminal Track 2 switch. This switch, which will be a double slip switch, will allow the movement of trains between:

1) Terminal Track 1 and the Tail Track
2) Terminal Track 1 and the East Terminal Lead
3) Terminal Track 2 and the Tail Track
4) Terminal Track 2 and the East Terminal Lead

The Tail Track will be 1,042 feet long and extend from the Terminal Track 1/Terminal Track 2 switch to the east and northeast in a curving manner that keeps it parallel to the west leg of the wye. The northeast end of the Tail Track will not be connected to the west leg of the wye, or any other track, and just dead end. The purpose of the Tail Track is to allow switching

between Terminal Track 1 and Terminal Track 2 without requiring the use of the adjacent SPUD Track.

A private at-grade crossing across the Tail Track will be provided east of the East Terminal Lead/SPUD switch that allows railroad motor vehicles to cross both the SPUD track and the Tail Track, providing Railroad operating and maintenance personnel access to the UP, CP and BNSF tracks in the vicinity. The tail track will not be used for car storage in a manner that blocks the at-grade crossing.

A private access point will be provided to the west of the Terminal Area that allows railroad motor vehicles providing Railroad operating and maintenance personnel access to CP and UP tracks in the vicinity.

Crossing warning signage will be installed on the private access road.

2. CP 1/SPUD Crossover

CP 1/SPUD Track Crossover – To facilitate connection of the West Terminal Lead to the CP1/SPUD Crossover track, the existing #10 switches on either end of the existing CP/SPUD Crossover will be replaced with #11 switches at their current locations.

This crossover is necessary to maintain existing freight routing options. Equipping it with power switches would improve freight operations in the vicinity of the Terminal Area which would reduce potential freight-passenger conflicts in the area. (Figure 1; Item 3)

3. Modifications to Existing Switches

Southwest Wye Switch – The switch between the South leg of the wye and the SPUD track will be reconstructed or replaced at its current location and powered, and equipped with switch heaters. The reconstruction or replacement and powering of this switch is necessary so that trains needn't stop while an employee detrains and manually operates the switch. The power switch will facilitate rapid and efficient movement of trains through the wye and will reduce potential freight-passenger conflicts in the area. (Figure 1; Item 4).

Southeast Wye Switch – The switch between the South leg of the wye and the BNSF Main Track 2 to the east will be reconstructed or replaced and powered. The reconstruction or replacement and powering of this switch will facilitate train

movements as described above. (Figure 1; Item 5).

State Street Industrial Lead (SSIL) – The switch on the UP State Street Industrial Lead that connects the single track north of Plato Blvd. to a double track section towards the south will be reconstructed or replaced and powered, and equipped with a switch heaters, and designated as a manual interlocker controlled by a dispatcher. The reconstruction or replacement and powering of this switch will expedite UP and CP train movements in the vicinity of the Terminal Area, thereby reducing train movement conflicts in the Depot Area. (Figure 1; Item 6).

UP Main Track Connection to CP Main –The switch between the CP 2 track and the UP Main underneath the Warner Road viaduct will be reconstructed or replaced and DTMF, and equipped with a switch heater. The reconstruction or replacement and powering of this switch will enable UP crews to move trains between the UP Hoffman Yard and the CP 2 track without stopping to manually operate the switch. The expedited movement of these trains reduces potential train conflicts in the vicinity of the Terminal Area.
(Figure 1; Item 7 and Figure 2; Item 7)

Plans for these tracks and any subsequent track changes or additions would be subject to prior BNSF, CP and UP approval pursuant to the Hoffman Avenue Interlocking Agreement.

CP 1 to CP2 Right-hand Manual Crossover – The CP 1 to CP 2 manual crossover located west of the existing CP 2 to UP Main Switch will be relocated 100 feet to the west to satisfy current standards for the separation of switches. The crossover will continue to be manually operated (Figure 1; Item 9 and Figure 2; Item 9).

4. Track Reconstruction

South Leg of Wye – The south leg of the wye will be reconstructed to standards consistent with passenger train service.
(Figure 1; Item 8).

SPUD Track – A short segment of the "SPUD Track" between the Southwest Wye switch and the East Terminal Lead switch will be reconstructed as a consequence of installing the East Terminal Lead switch and reconstructing the Southwest Wye switch. This is necessary to sustain efficient train operations.

The Construction and Maintenance Agreement referenced in section H 2 will refine this requirement.
(Figure 1; Items 2 & 4).

5. Switch Control

Except as noted above (*CP 1 to CP2 Right-hand Manual Crossover*), all switches installed or reconstructed for this Project on properties owned or controlled by The Railroads will be power or DTMF switches and equipped with switch heaters.

B. Signal and Communications Modifications

1. CP-controlled track

The following switches on CP-operated track will be connected to the CP dispatch center and integrated into the CP Centralized Traffic Control (CTC) signal system:

- *West Terminal Lead Switch* (Figure 1; Item 1).
- *Crossover switches and signals attached to the CP 1 and SPUD track crossover.*

The connection and/or integration of these switches will facilitate efficient passenger train movements to and from the Terminal Area.

The switch between the CP 2 track and the UP Main underneath the Warner Road viaduct will be DTMF and operation of this switch will be requested from the CP Yardmaster, not from the CP dispatch center. (Figure 1; Item 7).

2. UP-controlled track

The following switches on the east end of the Terminal Area will be connected to the UP dispatch center and integrated into the signal system. These include the:

- *East Terminal Lead* (Figure 1; Item 2).
- *The Southwest Wye switch (Figure 1 Item 4)* - This switch will require communication between UP and BNSF to regulate the flow of trains.

The following switch, which is currently operated by hand throw, will be configured as a manual interlocker with a power switch controlled by a dispatcher.

- *State Street Industrial Lead (SSIL)* –The switch that connects the two SSIL tracks to the single track north of Plato Blvd. (Figure 1; Item 6).

Powering these switches will facilitate efficient train movements to, from and through the Terminal Area.

3. BNSF-controlled track

The following switch is currently operated by hand throw and will be modified to power and will have switch heaters added and connected to the BNSF dispatch center.

- *Southeast Wye Switch* – The connection between the south leg of the wye and BNSF/CP Main Track 2. (Figure 1; Item 5). This switch will require communication between UP and BNSF to regulate the flow of trains.
- *The Southwest Wye switch (Figure 1 Item 4) and the Southeast Wye switch (Figure 1 Item 5)* – These switches will require communication between UP and BNSF to regulate the flow of trains.

4. Depot Controlled Track

The connection and/or integration of these switches will facilitate efficient passenger train movements to and from the Terminal Area.

5. Positive Train Control

Switches governing train movements between Depot Track 1, 2, 3, and the Tail Track will controlled by a Stationmaster and/or Amtrak, whether by power or hand-throw switches.

The Parties agree that prior to completion of preliminary engineering for any signal or communications installation that impact the Terminal Tracks and their connections to the Railroads owned and controlled property, the Parties shall agree as to the responsible entities for complying with the federal regulatory requirements related to Positive Train Control. Positive Train Control systems shall be for the benefit of the passenger operator. Such an agreement shall be submitted to the FRA for comment prior to finalization.

UP does not anticipate that it will be necessary to install Positive Train Control on any of the switches or other trackage it controls on the SPUD Track or the State Street Industrial Lead.

C. Design and Construction

1. Mortenson Team

The Mortenson Team, under RCRRA's direction, will be responsible for engineering and final design of the Terminal Buildings and the Terminal Area, excluding those systems related to Class I Railroad signals and communication.

The Mortenson Team will also be responsible to consult with the Railroads on how designs are to be created, particularly those related to track. The Terminal Area specifications must be compatible with the Railroads' specifications on all components of the Union Depot Project that may affect Class I Railroad operation or the design and installation of signals. The Railroads will have final review authority over engineering track design prepared by Mortenson.

Amtrak, UP, CP, and BNSF will review, inspect and approve any preliminary engineering and route and aspect charts managed by the Mortenson Team for trackage owned or controlled by the freight railroads. It is expected that all engineering design plans will be presented to Amtrak, each of the Railroads, RCRRA, and MNDOT for signature if accepted. USDOT would be expected to review and accept or reject the final design, but not sign the final design plans.
The railroads will require each individual of the Mortensen Team to obtain a right of entry permit from each railroad for any work on Railroad property.

2. Railroads General

The Term Sheet will specify which parties will own, design, construct, operate and maintain the improvements outlined in this term sheet. This will include connectivity for dispatching operations.

If definitive agreements are executed, the Railroads would propose to coordinate with the parties on the engineering/design and construction of the improvements identified in Figures 1, 2, and 3. Subject to agreement of the Railroads, it is proposed that CP would be the lead railroad in ensuring that this coordination occurs on those improvements that impact multiple railroads.

3. Union Pacific Railroad

UP will be responsible for engineering and final design of any signal and communications work on UP owned, dispatched, or controlled property.

UP will be responsible for engineering and final design of any track work on UP owned, dispatched, or controlled property.

UP will be responsible for the installation of the East Terminal Lead switch and the Southwest Wye switch. UP will be responsible for the integration of the East Terminal Lead switch and the Southwest Wye switch into the UP signaling and dispatch system.

UP will be responsible for the removal of the East #10 switch on the CP 1/SPUD crossover and its replacement with a #11 switch. CP will be responsible for the removal of the West #10 switch on the CP 1/SPUD crossover and its replacement with a #11 switch. CP will be responsible for the integration of the CP 1/SPUD crossover into the CP signaling and dispatch system.

UP will be responsible for upgrading track from the insulated joint west of the Southeast Wye switch (where UP and BNSF dispatching interfaces) to the East Terminal Lead switch.

UP will be responsible for the installation of the State Street Industrial Lead switch south of Plato Blvd and its integration with the UP communications system.

4. Canadian Pacific

CP will be responsible for engineering and final design of any signal and communications work on CP owned, dispatched, or controlled property.

CP will be responsible for engineering and final design of any track work on CP owned, dispatched, or controlled property.

CP will be responsible for the installation of the West Terminal Lead switch and derail (subject to determination in final design that the derail is required), and will work with UP to complete removal of the existing SPUD/CP crossover and installation of the new SPUD/CP crossover and its integration with the CP signaling and dispatch system.. (Figure 1; Item 3.)

UP will be responsible for the removal of the East #10 switch on the CP 1/SPUD crossover and its replacement with a #11 switch. CP will be responsible for the removal of the West #10 switch on the CP 1/SPUD crossover and its replacement with a #11 switch. CP will be responsible for the integration of the CP 1/SPUD crossover into the CP signaling and dispatch system.

CP will be responsible for the installation of the CP 2 to UP Main DTMF switch, and its functionality for train movements. (Figure

		1; Item 7 and Figure 2; Item 7). CP will be responsible for the relocation of the CP1 to CP 2 Right-hand Manual Crossover that is currently located just west of the CP 2 to UP Main Switch (Figure 1; Item 9 and Figure 2; Item 9). Crossover will remain hand throw and will not be incorporated into the dispatch system.
5.	BNSF Railway	BNSF will be responsible for engineering and final design of any signal and communications work on properties owned, dispatched, or controlled by BNSF. BNSF will be responsible for engineering and final design of any track work on BNSF owned, dispatched, or controlled property. BNSF will be responsible for construction of the Southeast Wye switch and track along the south leg of the wye from the Southeast Wye switch up to the location of the insulated joint separating BNSF and UP track control.
6.	Construction Staging	Construction and implementation of track, signal and communications equipment will be coordinated between Mortenson and the Railroads for the Terminal Area so as to minimize impact to train operations.

D. Dispatching

1.	West end of Terminal Area	CP will dispatch the West Terminal Lead Switch (Figure 1; Item 1) and the CP 1 to SPUD Track Crossover (Figure 1; Item 3).
2.	East end of Terminal Area	Other than the CP 1 to SPUD Track Crossover (which will be dispatched and controlled by CP), UP will dispatch the East Terminal Lead Switch, the SPUD Track, and the Southwest Wye Switch that connects to the SPUD Track.
3.	Southeast Wye Switch	BNSF will dispatch the Southeast Wye Switch that connects to the South leg of the wye and BNSF Main 2.
4.	CP 2 to UP Main Switch	The CP Yardmaster will continue to authorize the use of the DTMF switch that connects CP 2 to the UP Main. (Figure 1; Item 7)
5.	Track Assignment	Amtrak will determine the Union Depot station tracks to be used by all inbound trains from either direction. Terminal Tracks between the East and West Terminal Lead

6. Depot Tracks	Switches will be controlled by the Stationmaster and Amtrak.

E. Operations and Maintenance

1. Clearance of mainline	The Terminal Track will be designed such that the Empire Builder will clear the SPUD Track at both ends of the Terminal Area during loading and unloading of passengers at The Depot. Trains 7 & 8 will be restricted by Amtrak to a length that permits clearance of the SPUD track during station stops.
2. Switching Responsibilities	Amtrak and/or RCRRA will be responsible for switching in the Terminal Area either by performing these functions directly or arranging for these services to be provided by qualified personnel in consultation with the Railroads.
3. Switching Procedures	Switching that occurs in the Terminal Area will not utilize or foul the adjacent Class I mainline tracks and will not block access for arriving and departing trains. The clear track length between the East and West Terminal Lead switches will be a minimum of 2,690 feet and the ability to switch existing and future Empire Builder trains has been documented to the satisfaction of RCRRA. Switching operations at the east end of the station facility will not unduly block the maintenance access road crossing (see A.1 Tail Track).
4. Road Access	The design of modifications to track, signals and communication systems will preserve existing road access to the main lines for maintenance and train crews.
5. Maintenance	RCRRA will be responsible for maintenance of The Depot. RCRRA will be responsible, at no expense to UP, for maintenance of track, signal and communications systems and utilities within the Terminal Area either by performing these functions directly or arranging for these services to be provided in consultation with the Railroads. UP will maintain, or cause to be maintained, the Project at track standards sufficient to handle weight limits of at least 263,000 pounds and trains at maximum authorized speeds based on track design commencing upon completion of the Project and

continuing for a period of twenty (20) years thereafter.

UP will be responsible for maintenance of track, signal and communications systems located on property it owns or controls. This would include Figure 1; Items 2, 4, and 6. Details of UP's maintenance obligations and compensation will be addressed in the Construction and Maintenance Agreement.

If UP should obtain regulatory approval for abandonment of any portion of the route containing improvements, UP's maintenance obligation would cease. If any portion of the route is redesigned or removed to accommodate growth in passenger and/or freight traffic, improvements involving the redesigned or removed sections of track would not be subject to continued maintenance.

Subject to the terms of existing operating agreements with Amtrak and any statutory obligations, UPRR shall not downgrade the improvements it has constructed for this Project in any way that reduces the utility of the Project for intercity passenger rail operations.

Except as otherwise expressly agreed by the Railroad in writing, in no event shall the Railroad be required to expend any of its own funds in connection with this Agreement or any additional project unless prompt reimbursement of such funds is assured to Railroad in a manner reasonably acceptable to the Railroad.

F. Design and Construction Funding

1. Funding

RCRRA will be responsible for all costs associated with the design and construction of the track, signal and communications modifications outlined in this document.

Railroad expense for participation in engineering and final design and other project planning shall be a reimbursable expense paid for by RCRRA. This expense will be determined as part of additional agreements between the RCRRA and UP, the RCRRA and CP, and the RCRRA and BNSF.

2. RCRRA Right to Review

RCRRA, MNDOT and USDOT will review and approve designs prepared and force account estimates advanced by UP.

G. Access

1. Amtrak operations into The Depot	The improvements identified herein are intended to be sufficient to support access to The Depot by Amtrak trains 7 and 8 or their Successor. It is proposed that UP would work with Amtrak and RCRRA to develop an operating agreement or an amendment to an existing operating agreement, as may be required, to permit access to The Depot by Amtrak trains #7 and #8 or their Successors for a period of not less than 20 years from the date the Depot Project is placed in service. Note: The longest Empire Builder trains projected by Amtrak (1,740 feet) can be accommodated on either Terminal Track 1 or Terminal Track 2 but not without blocking access by other trains to Terminal Tracks 1 or 2.

H. Additional Agreements and/or Amendments to Existing Agreements Prior to Startup

1. Engineering Agreement	UP will require execution of an engineering agreement before initiating any work (including signal design) related to the Project.
2. Construction and Maintenance Agreement	An agreement or agreements to cover UP construction and subsequent maintenance of the planned improvements on property owned or controlled by UP.
3. Amtrak/UP Operating Agreement	An operating agreement or an amendment to an existing operating agreement between Amtrak and UP is required prior to start up of Amtrak service at the Terminal Area.
4. BNSF/CP Paired Main Agreement	Amtrak will continue to operate the Empire Builder on the BNSF/CP Paired Main as CP's admitee. In order to route the Empire Builder through the proposed Station Area, Amtrak will use a portion of the Paired Main between Hoffman Avenue and Division Street and the Southeast Wye Switch. This operation change does not require amendment of the Paried Main Agreement
5. Hoffman Avenue Interlocking Agreement	A letter of consent would need to be executed among BNSF, UP and CP for any changes contemplated to the Hoffman Avenue Interlocker as a result of this Project.
6.	

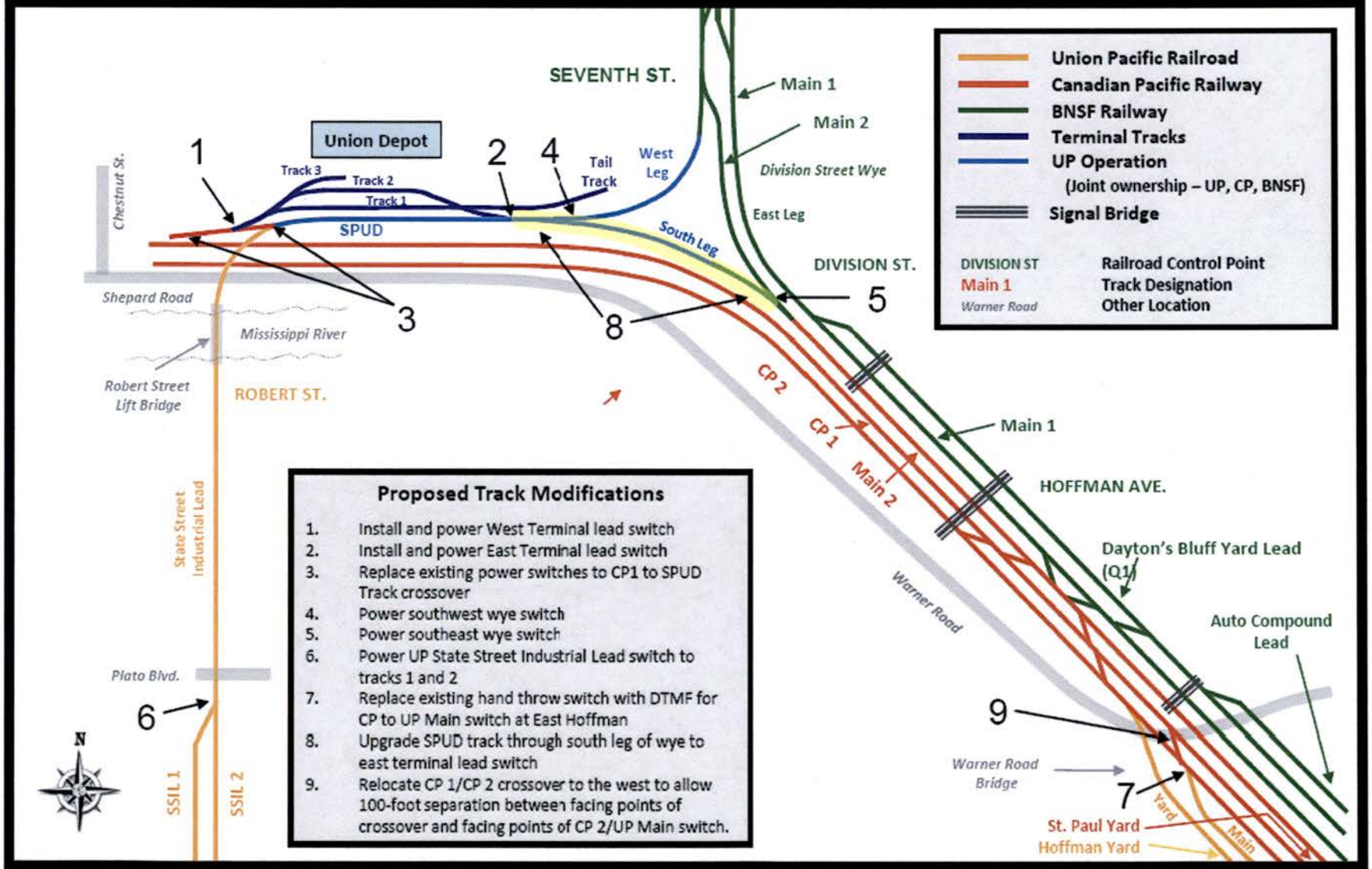
I. Construction Schedule

1.	Final Designs Complete	Final Terminal Area track design plans will be prepared by the Mortenson team under the direction of RCRRA and approved by USDOT for station properties. These final design plans will be available by March 15, 2012. Final track design and signal/communications plans for track owned, dispatched, or controlled by BNSF will be prepared by BNSF. Final track design plans and signal/communications plans for track owned, dispatched, or controlled by CP will be prepared by CP. Final track design plans and signal/communications plans for track owned, dispatched, or controlled by UP will be prepared by UP.
2.	Design, Construction & Maintenance Agreements Executed	All agreements that will be necessary to allow UP to begin design of the signal and communications systems will address the requirements in 49 U.S.C. § 24405 (c), design, construction, on-going maintenance, operational issues and reimbursement to the Railroads by RCRRA. UP does not however certify that this facility will serve all future freight and passenger requirements because appropriate analysis such as modeling of traffic flows has not been completed.
3.	Signal and Communications Design	Subject to final agreement to proceed and implementation of necessary agreements, UP will complete the signal and communications design.

Agreed by:

_____	_____
Signature and Date	*Signature and Date*
Name: _____	Name: _____
Title: _____	Title: _____
Ramsey County Regional Railroad Authority	Union Pacific Railroad Company

Figure 1:
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/8/11

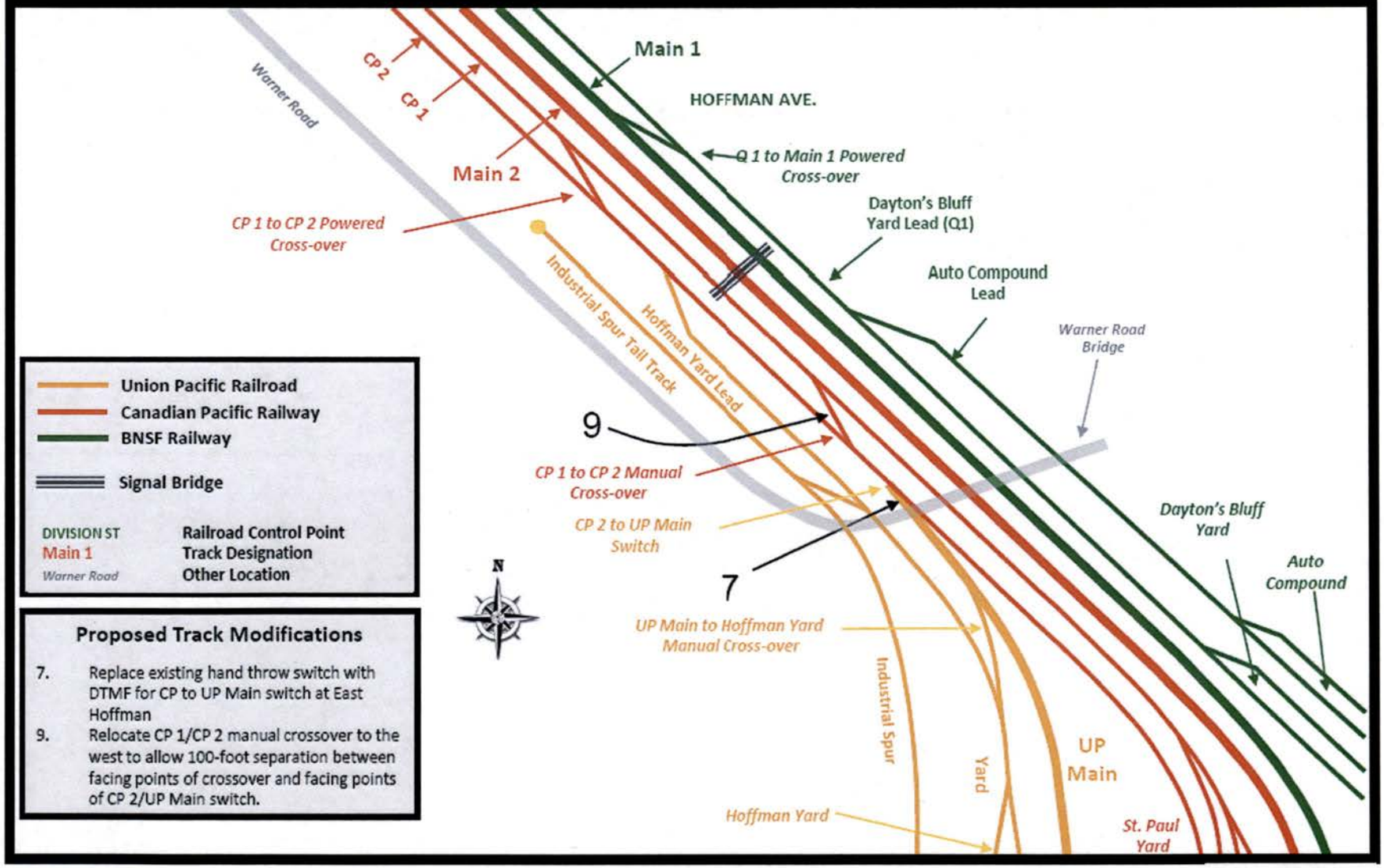


Proposed Track Modifications

1. Install and power West Terminal lead switch
2. Install and power East Terminal lead switch
3. Replace existing power switches to CP1 to SPUD Track crossover
4. Power southwest wye switch
5. Power southeast wye switch
6. Power UP State Street Industrial Lead switch to tracks 1 and 2
7. Replace existing hand throw switch with DTMF for CP to UP Main switch at East Hoffman
8. Upgrade SPUD track through south leg of wye to east terminal lead switch
9. Relocate CP 1/CP 2 crossover to the west to allow 100-foot separation between facing points of crossover and facing points of CP 2/UP Main switch.

(Note: All power and snow melter equipped switches will be integrated with the appropriate railroad's signaling and central dispatch system. The specific modifications to the signal system associated with these improvements have not been identified.)

Figure 2:
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/8/11



Proposed Track Modifications

7. Replace existing hand throw switch with DTMF for CP to UP Main switch at East Hoffman
9. Relocate CP 1/CP 2 manual crossover to the west to allow 100-foot separation between facing points of crossover and facing points of CP 2/UP Main switch.

(Note: All power and snow melter equipped switches will be integrated with the appropriate railroad's signaling and central dispatch system. The specific modifications to the signal system associated with these improvements have not been identified.)

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Figure 3
Union Depot Railroad Approval Layout Set

MINNESOTA DEPARTMENT OF TRANSPORTATION
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

RAILROAD LAYOUT APPROVAL SET

PRELIMINARY FEB. 7, 2012 - SUBJECT TO FINAL DESIGN

THE UNION DEPOT

ST. PAUL, MINNESOTA

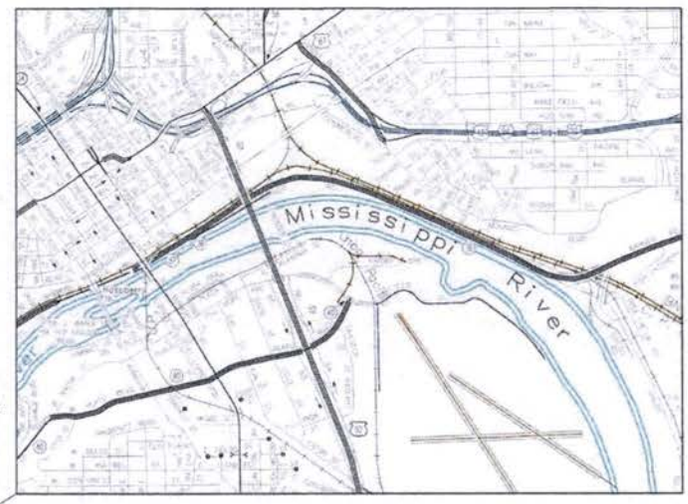
Ramsey County Regional Railroad Authority

CONSTRUCTION PLAN FOR UNION DEPOT PASSENGER RAIL SERVICE TRACK IMPROVEMENTS TO ACCOMODATE AMTRAK TRAINS 7 AND 8

STATE PROJ. NO.S 091-595-023, 091-595-24 & 091-595-025

RAILROAD LAYOUT APPROVAL SET

1	COVER SHEET
2	KEY PLAN
3-18	PROPOSED TRACK PLANS
19-20	RAILROAD ACCESS PLANS



PROJECT LOCATION
STATE: MINNESOTA
COUNTY: RAMSEY

SCALE IN FEET

LOCATION MAP 0 1000 2000

PLAN SHEET SCALES ARE BASED ON 30"X42" SHEET SIZE

MINN. PROJECT NO.s PNRS-TGR M238(001)
UDMT 6211(122)

GOVERNING SPECIFICATIONS

THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICA FOR CONSTRUCTION" AND ARCHITECTURAL-ENGINEERING MANUAL SHALL GOVERN. ALL TRAFFIC CO SIGNING AND DEVICES SHALL CONFORM TO THE MN MUTCD, INCLUDING THE FIELD MANUAL FOR TEI TRAFFIC CONTROL ZONE LAYOUTS.

Mortenson construction

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GREGORY S. BROWN
DATE: MAR. 18, 2011 MN LIC. NO. 22814

TKDA

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JAMES HOSCHKA
DATE: MAR. 18, 2011 MN LIC. NO. 41266

INVOLVED RAIL CARRIERS

NAME
TITLE
SIGNATURE
REPRESENTING UNION PACIFIC CORPORATION

NAME
TITLE
SIGNATURE
REPRESENTING BNSF RAILWAY CO.

NAME
TITLE
SIGNATURE
REPRESENTING CANADIAN PACIFIC RAILWAY CO.

NAME
TITLE
SIGNATURE
REPRESENTING AMTRAK NATIONAL RAILROAD PASSENGER CORPORATION

FEDERAL RAILROAD ADMINISTRATION

NAME
TITLE
SIGNATURE
REPRESENTING FEDERAL RAILROAD ADMINISTRATION

STATE OF MINNESOTA

NAME
TITLE
SIGNATURE
REPRESENTING STATE OF MINNESOTA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

NAME
TITLE
SIGNATURE
REPRESENTING RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

SP. NO.S	RAILROAD LAYOUT APPROVAL SET	SHEET
091-595-023 091-595-024 091-595-025	COVER SHEET	1

34

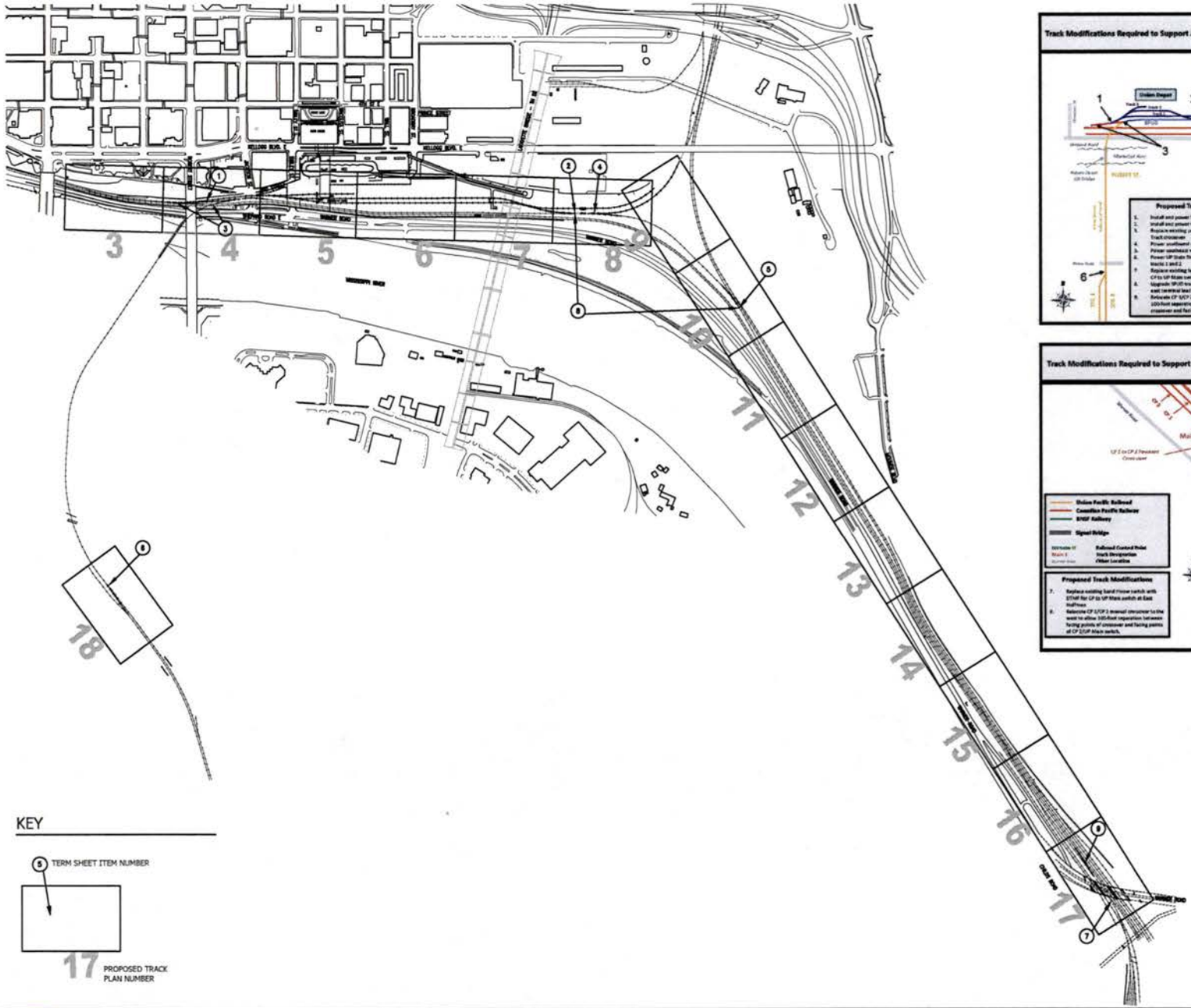


Figure 1:
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/9/11

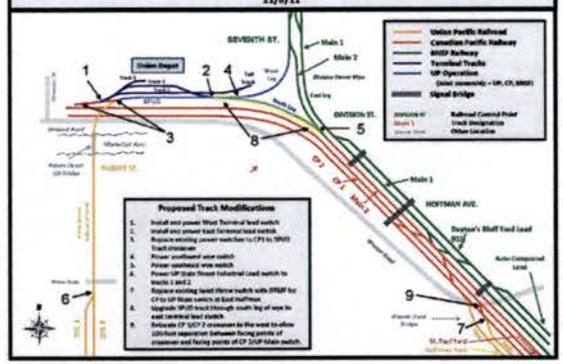
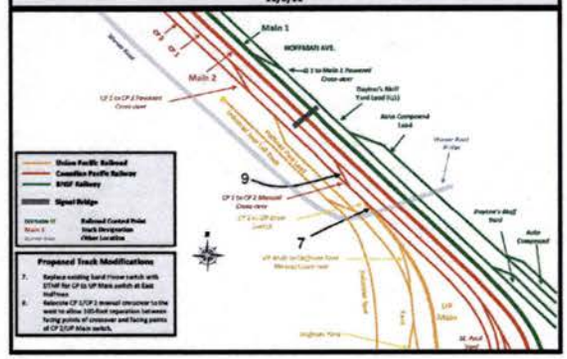


Figure 2:
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/9/11



KEY

(5) TERM SHEET ITEM NUMBER

17 PROPOSED TRACK PLAN NUMBER

35

UNION DEPOT
ST. PAUL, MINNESOTA
Ramsey County Regional Railroad Authority

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GREGORY S. BROWN
DATE: MN LIC. NO. 22814

REVISED DEC 15, 2011
REVISED JAN 23, 2012
REVISION HISTORY - THIS SHEET

TRACK TERM SHEETS
COMM. NO. 31810856
SCALE 1" = 300'-0" FS
DATE APR. 18, 2011
DRAWN IBURRELL

TERM SHEET ITEMS
KEY PLAN

SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

2

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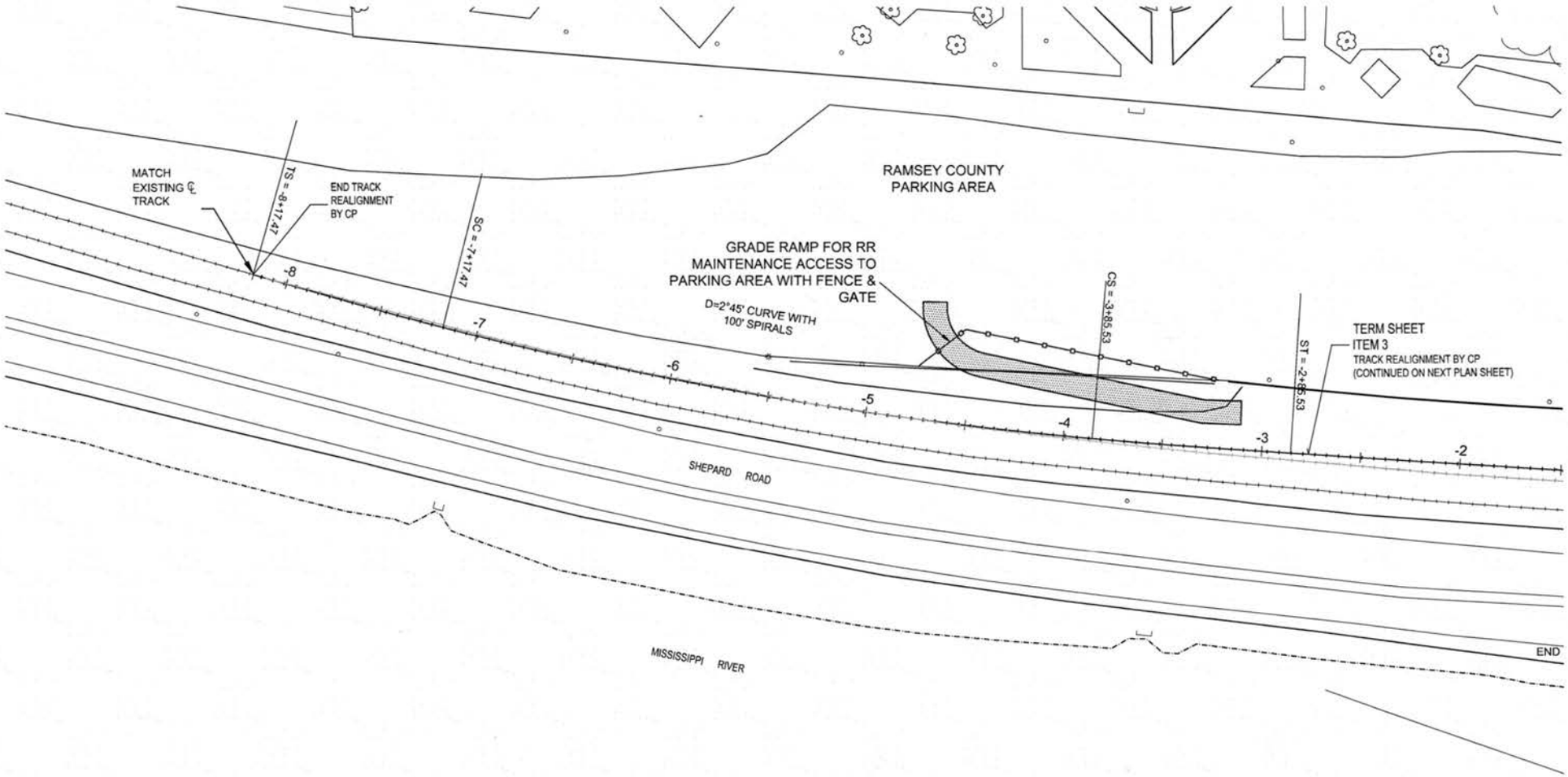

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DATE: AUG 15, 2011 MN LIC. NO. 22814

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8/16/2011 RAILROAD PROPERTY ACCESS -- URS
REVISED DEC 13, 2011
REVISED JAN 23, 2012

TRACK MODIFICATIONS
COMM. NO. 31810856
SCALE 1" = 50'-0" FS
DATE AUG 15, 2011
DRAWN IBURRELL

PROPOSED TRACK PLAN
SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025
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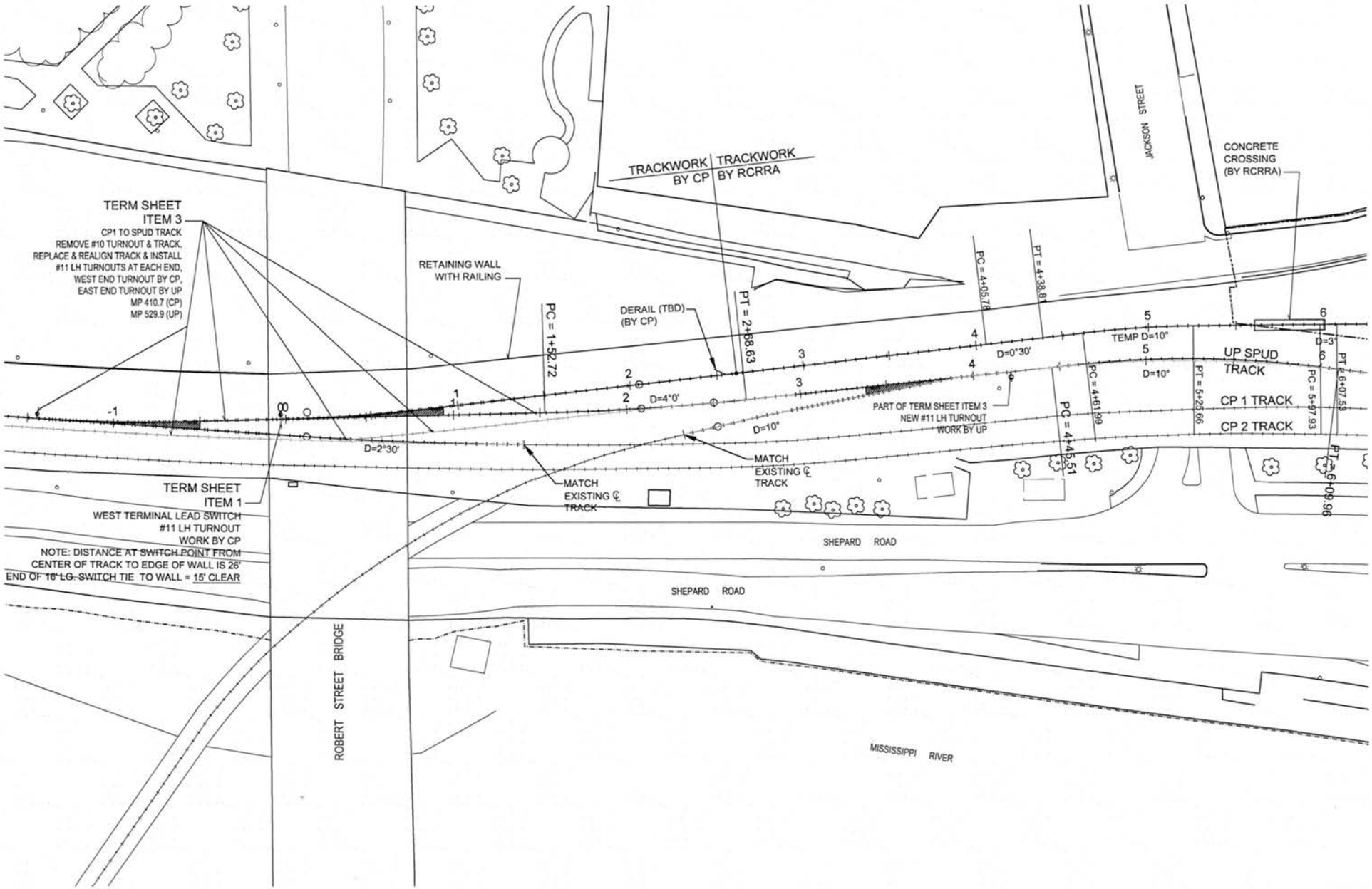

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6/15/2011 RAILROAD PROPERTY ACCESS – URS
REISSUED JAN 26, 2012
REISSUED FEB 7, 2012

TRACK MODIFICATIONS
COMM. NO. 31810856
SCALE 1" = 50'-0" FS
DATE AUG 18, 2011
DRAWN BURRELL

PROPOSED TRACK PLAN
SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025
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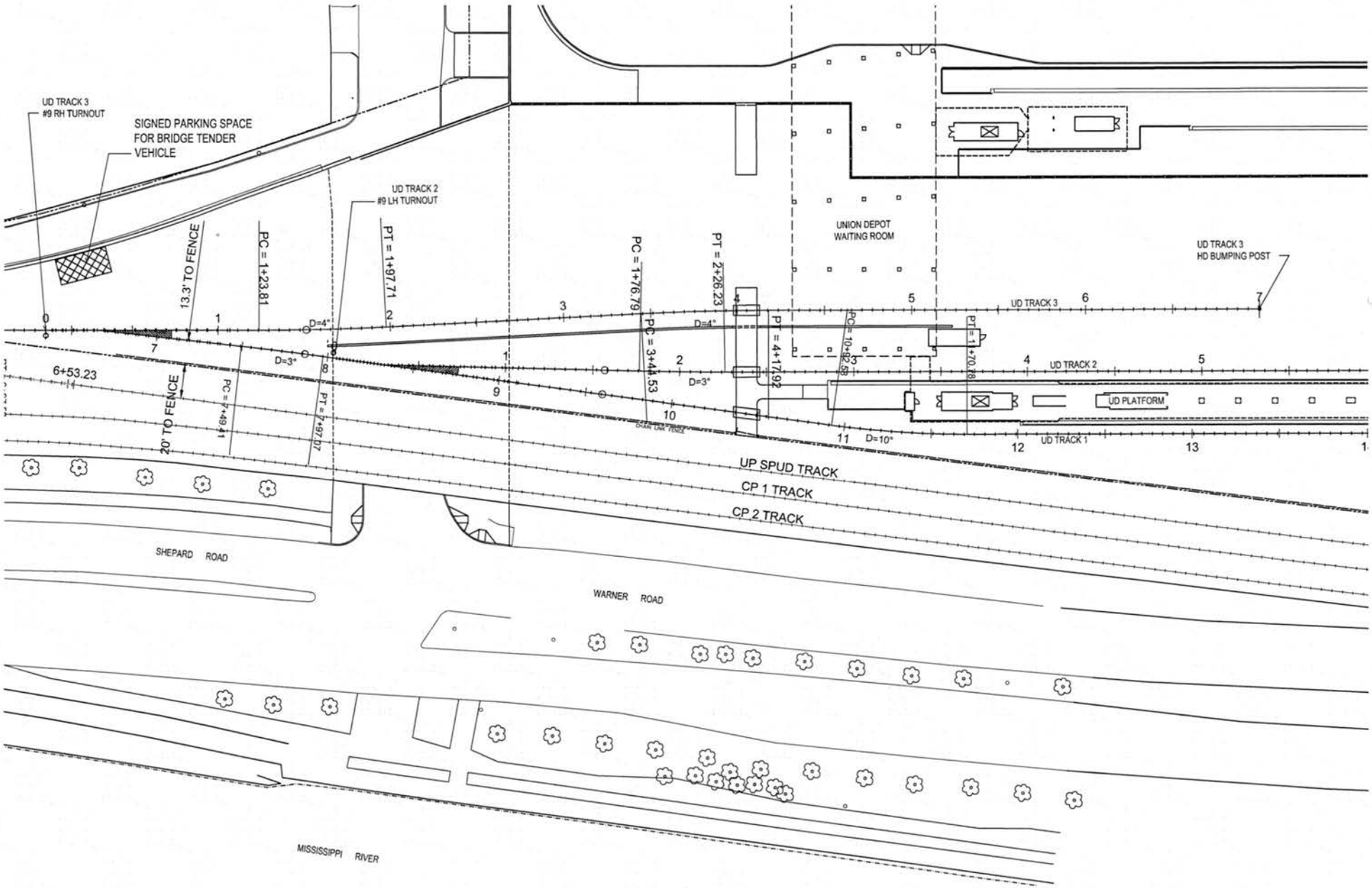

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REISSUED DED 13, 2011
REISSUED JAN 23, 2013

TRACK MODIFICATIONS

COMM. NO. 31810856
SCALE 1" = 50'-0" FS
DATE AUG 15, 2011
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PROPOSED TRACK PLAN

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SP NO. 091-595-025

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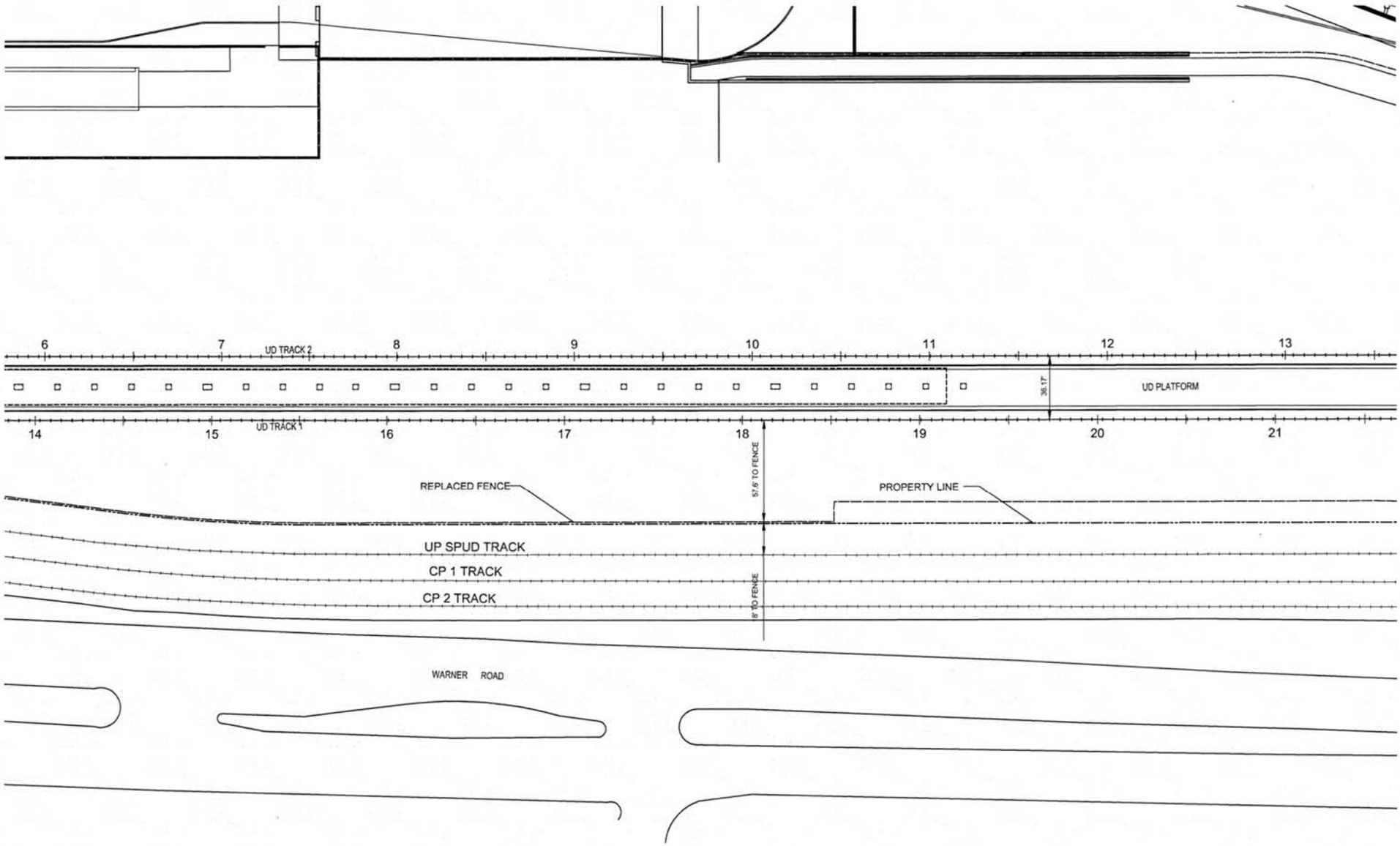

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SP NO. 091-595-023
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SP NO. 091-595-025
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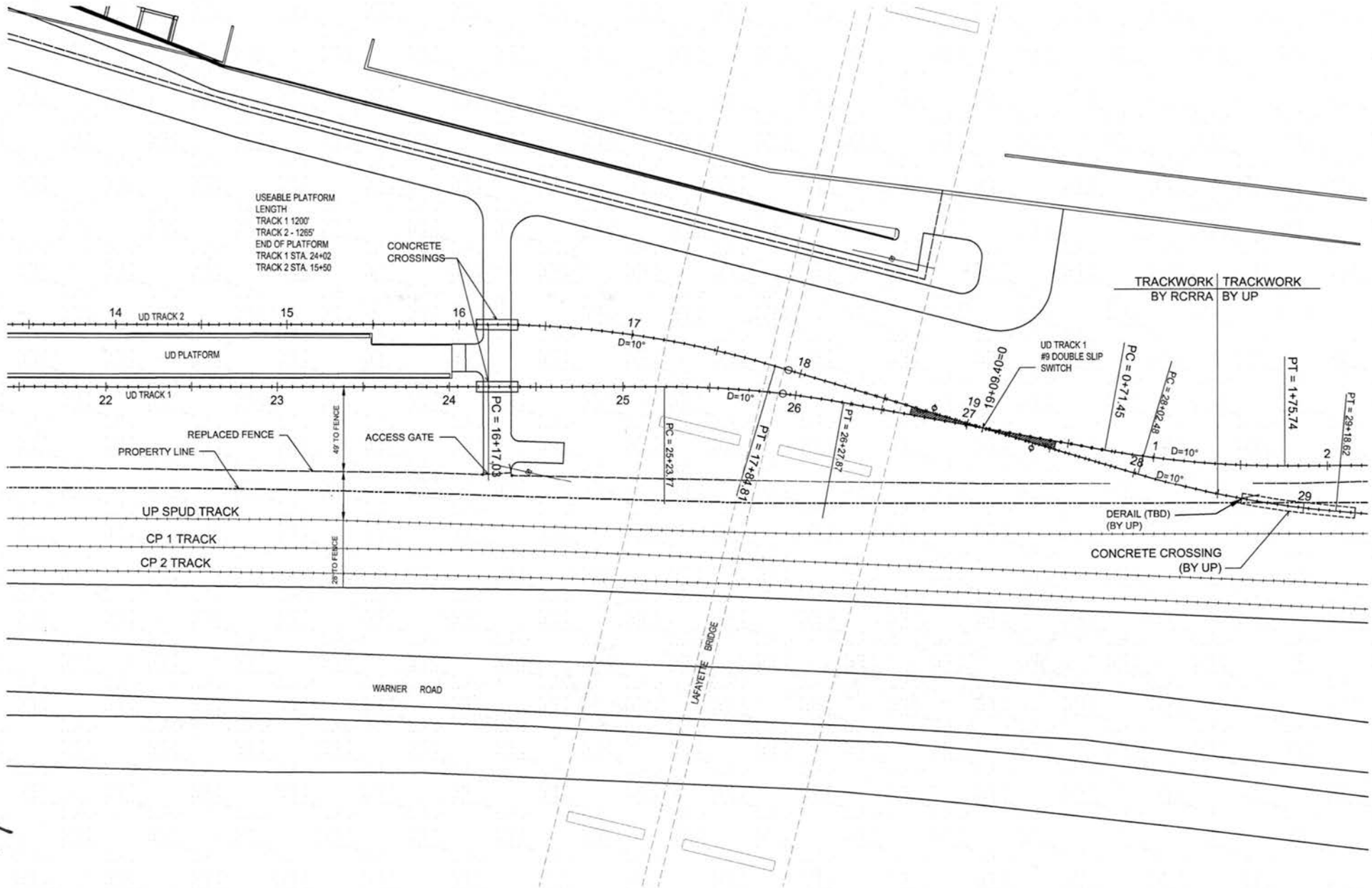

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Ramsey County Regional Railroad Authority

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SCALE 1" = 50'-0" FS
DATE AUG 15, 2011
DRAWN IBURRELL

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SP NO. 091-595-025

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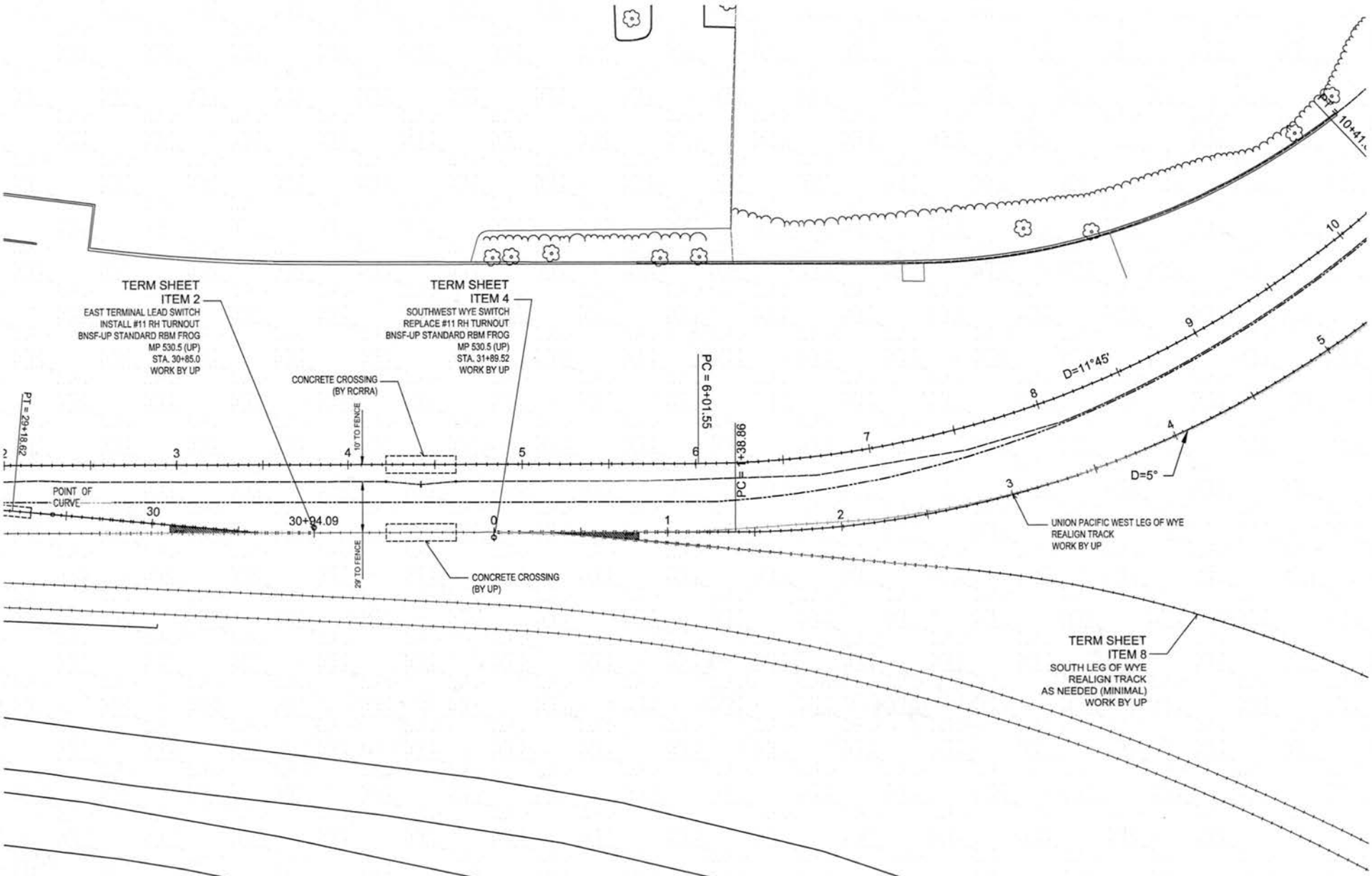

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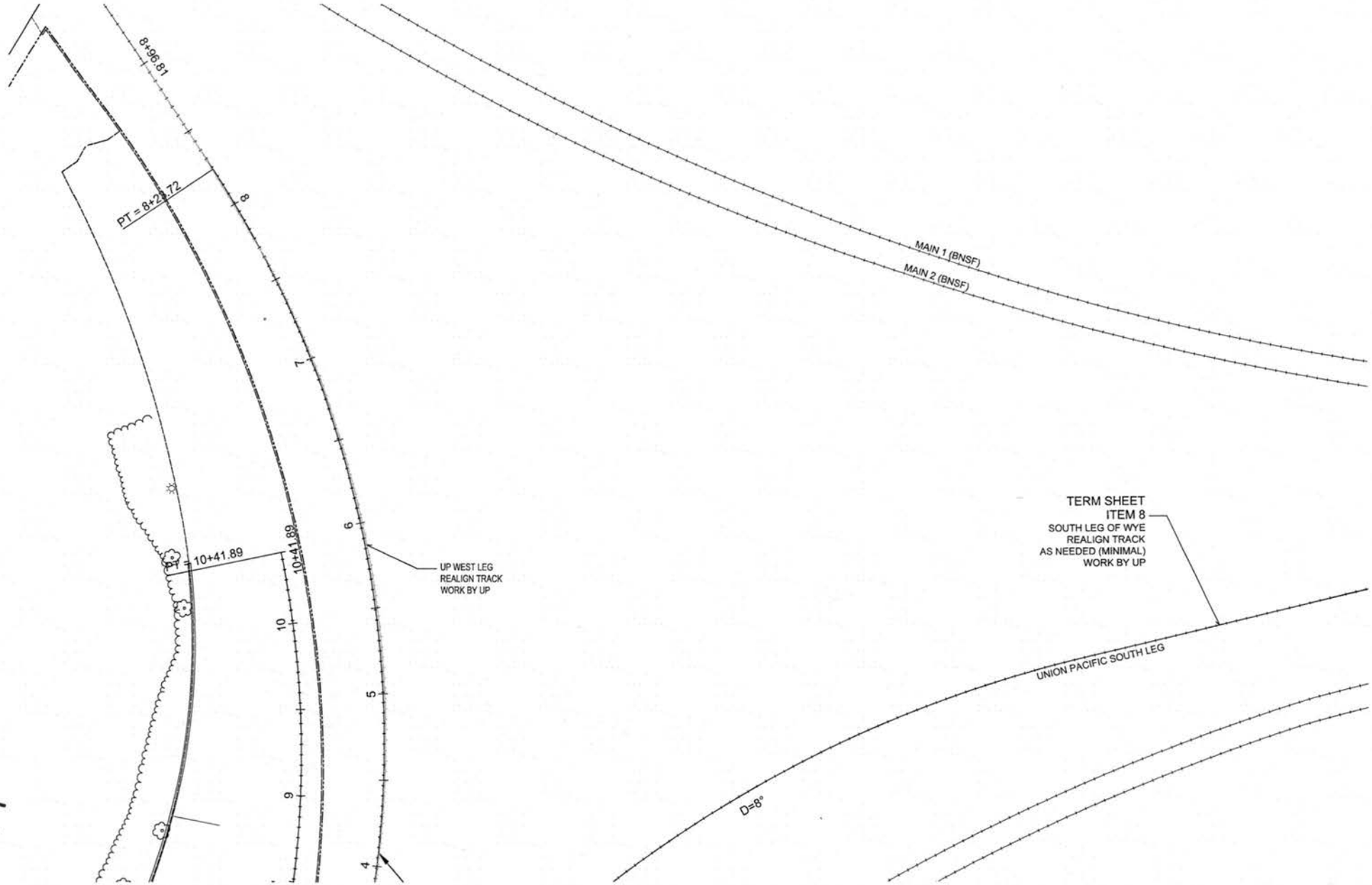

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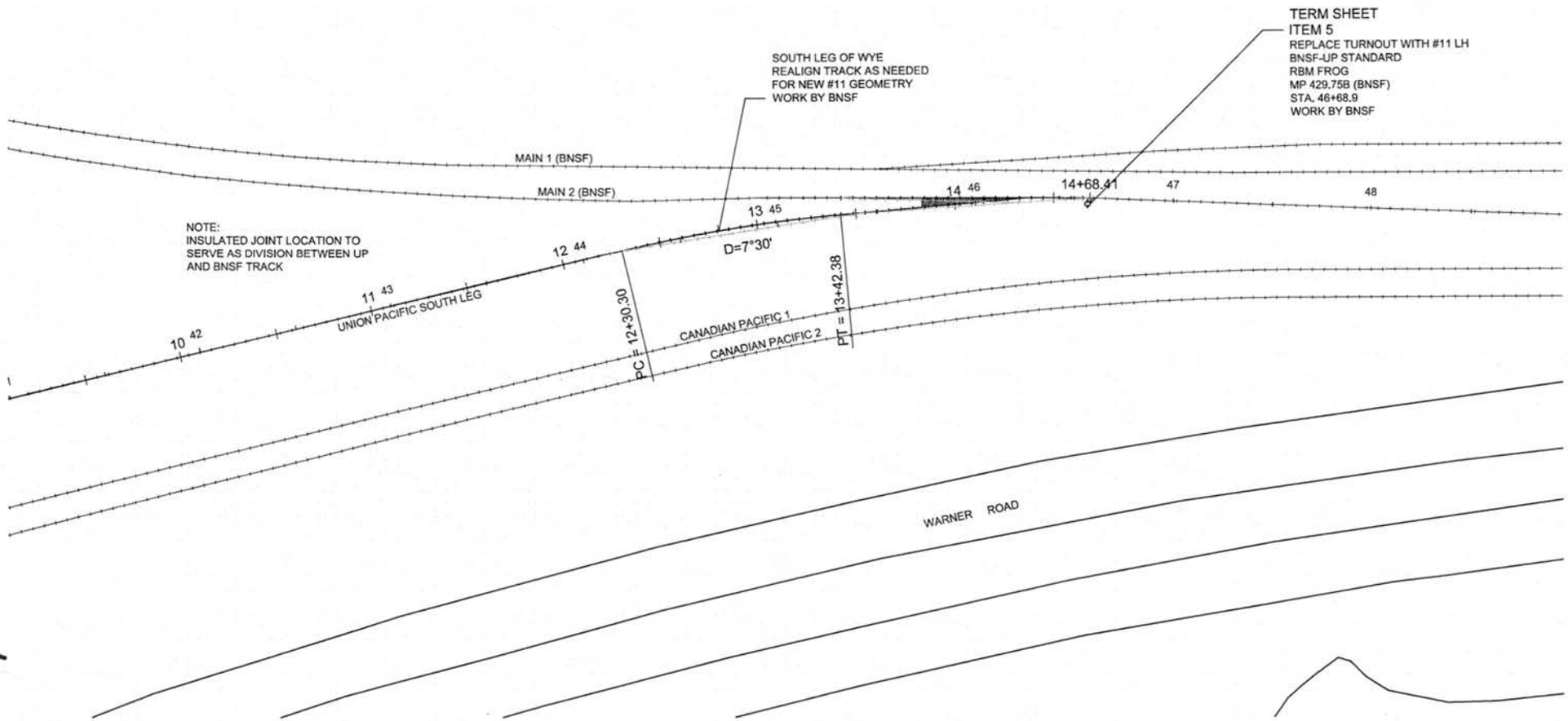

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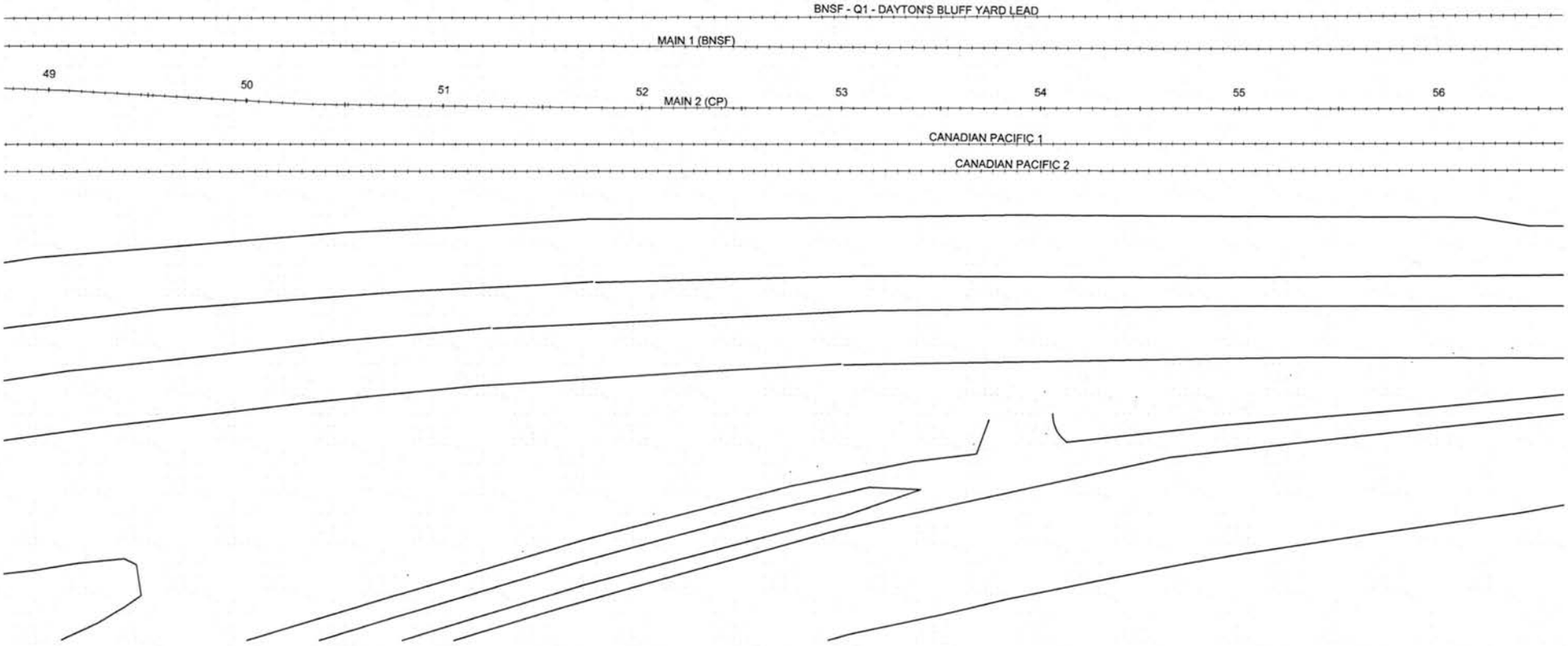

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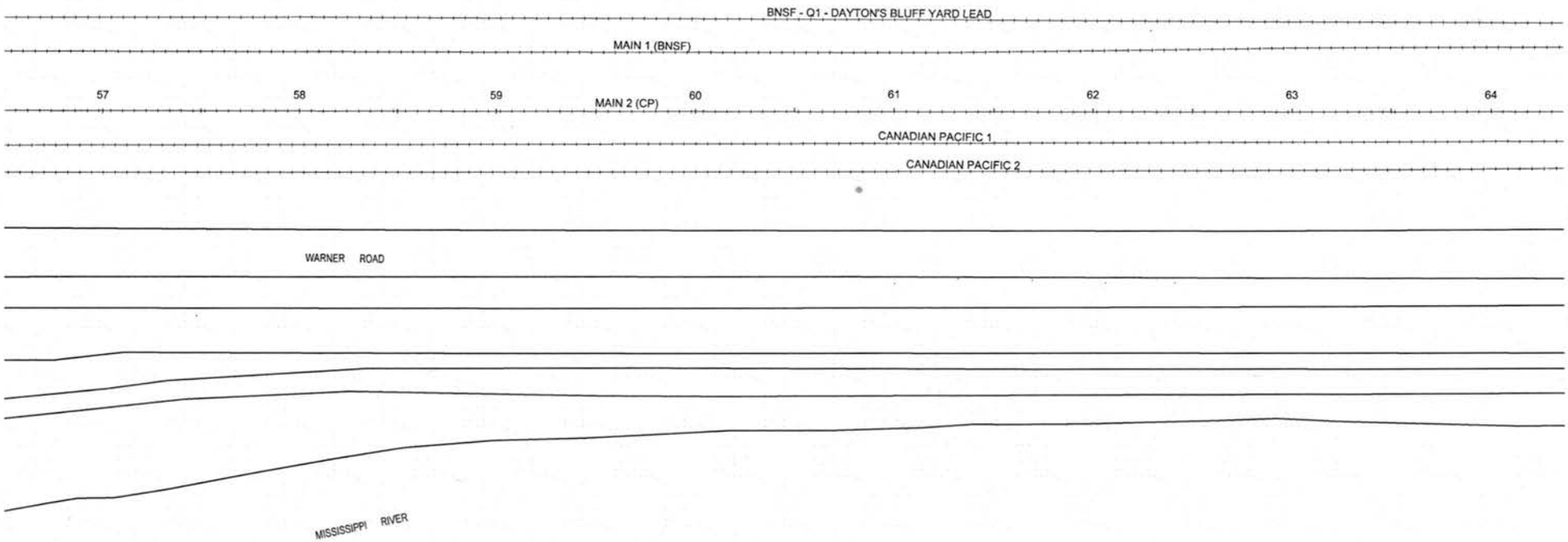

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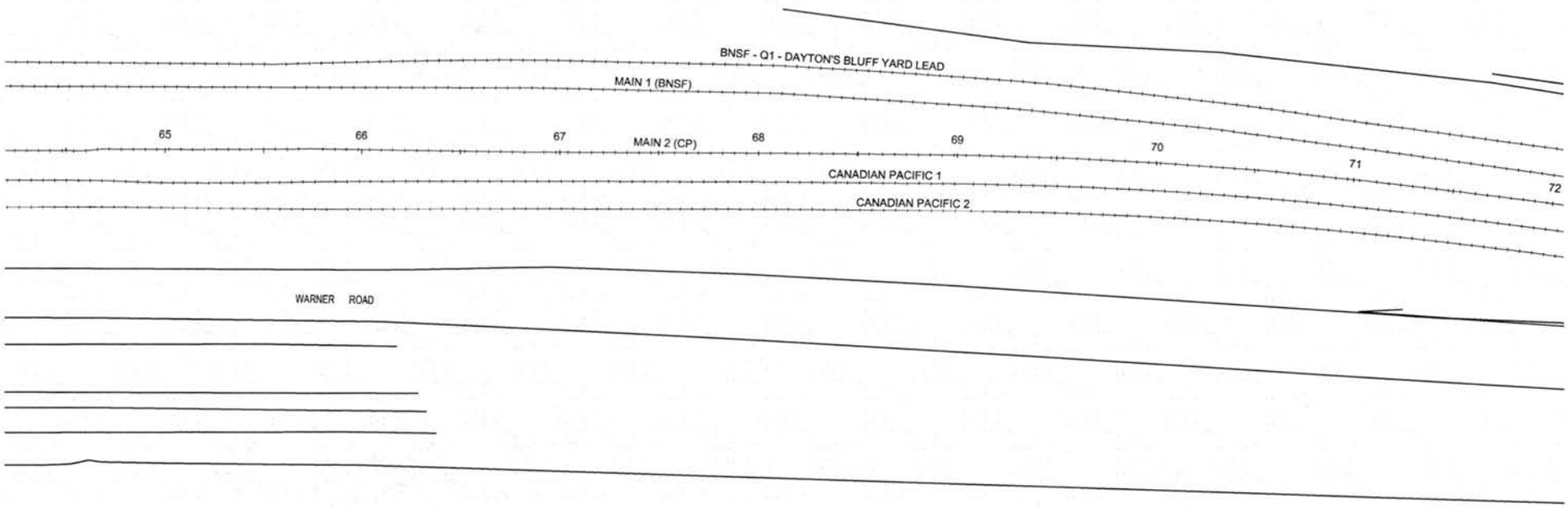

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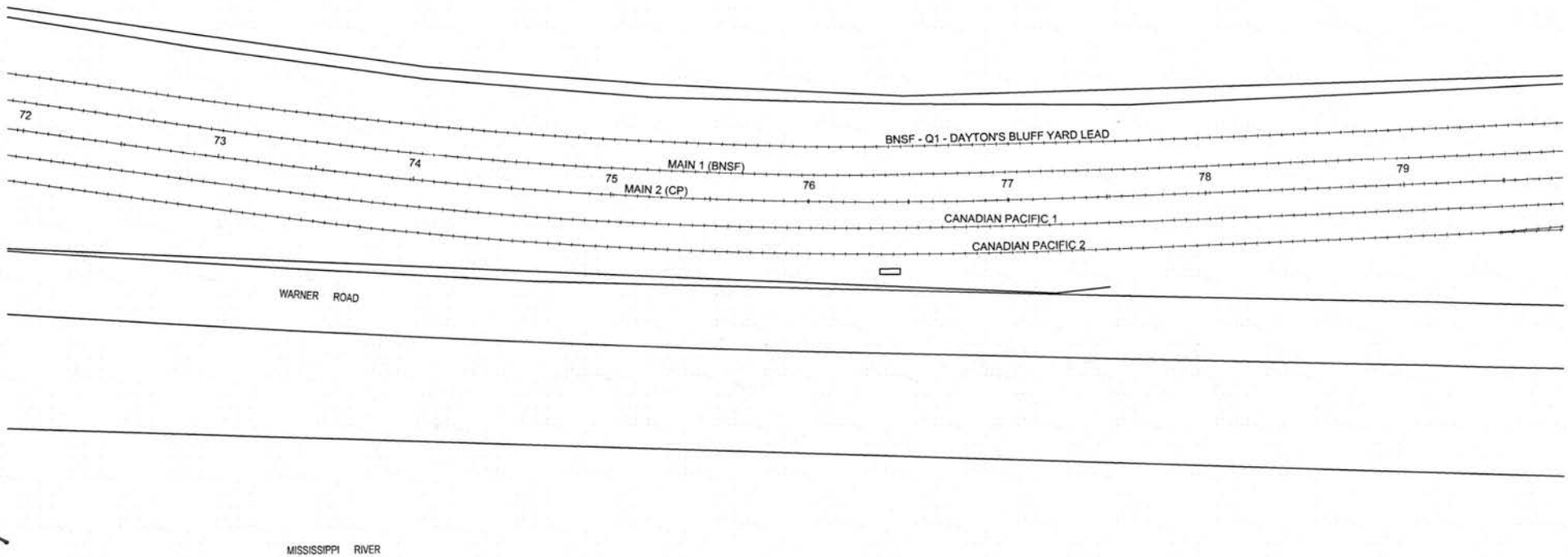

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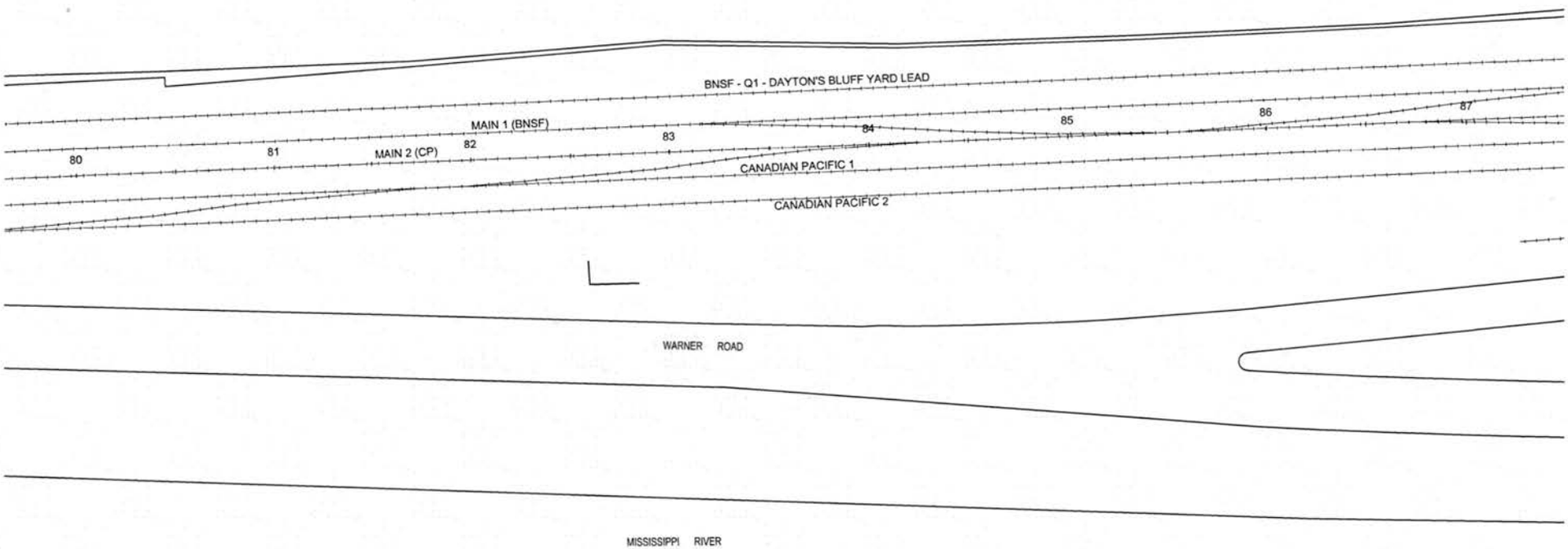

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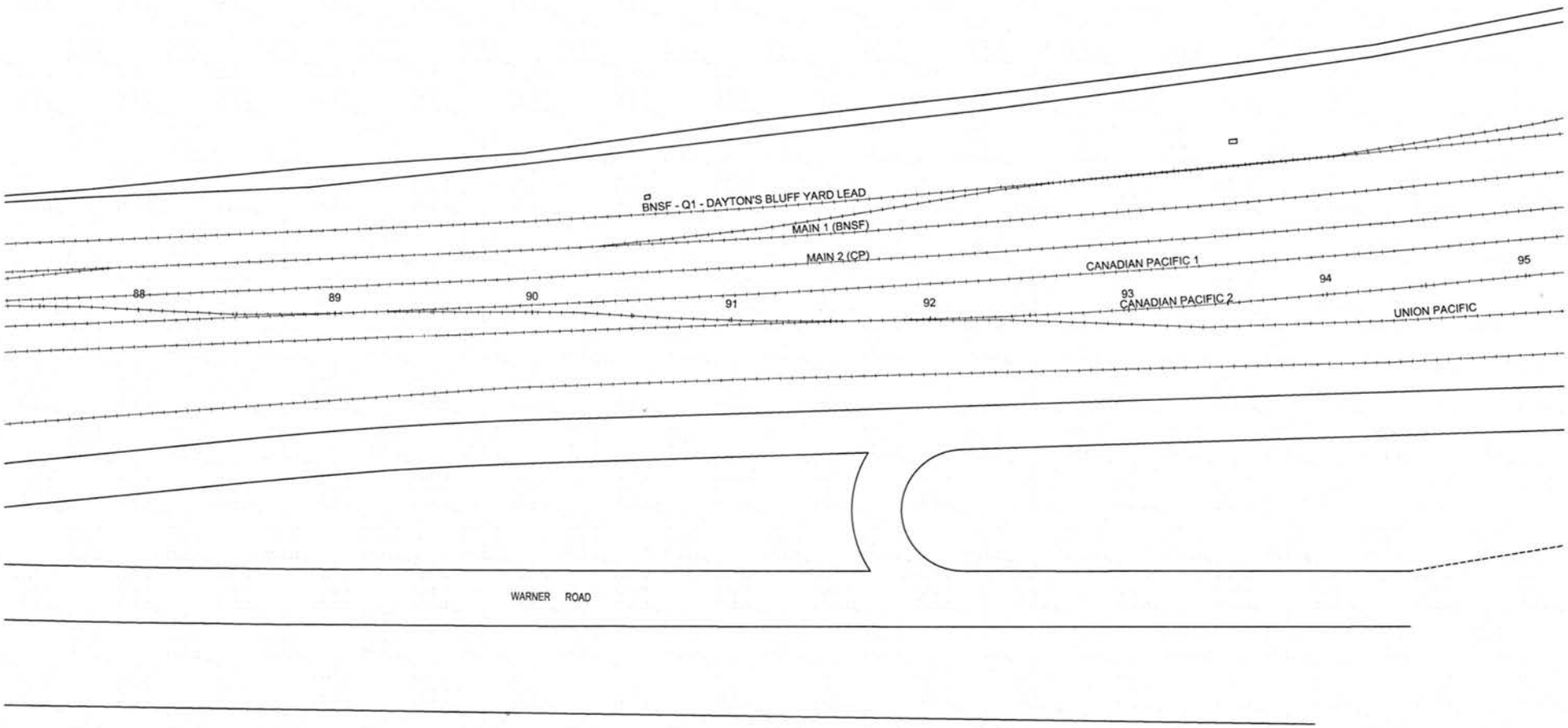

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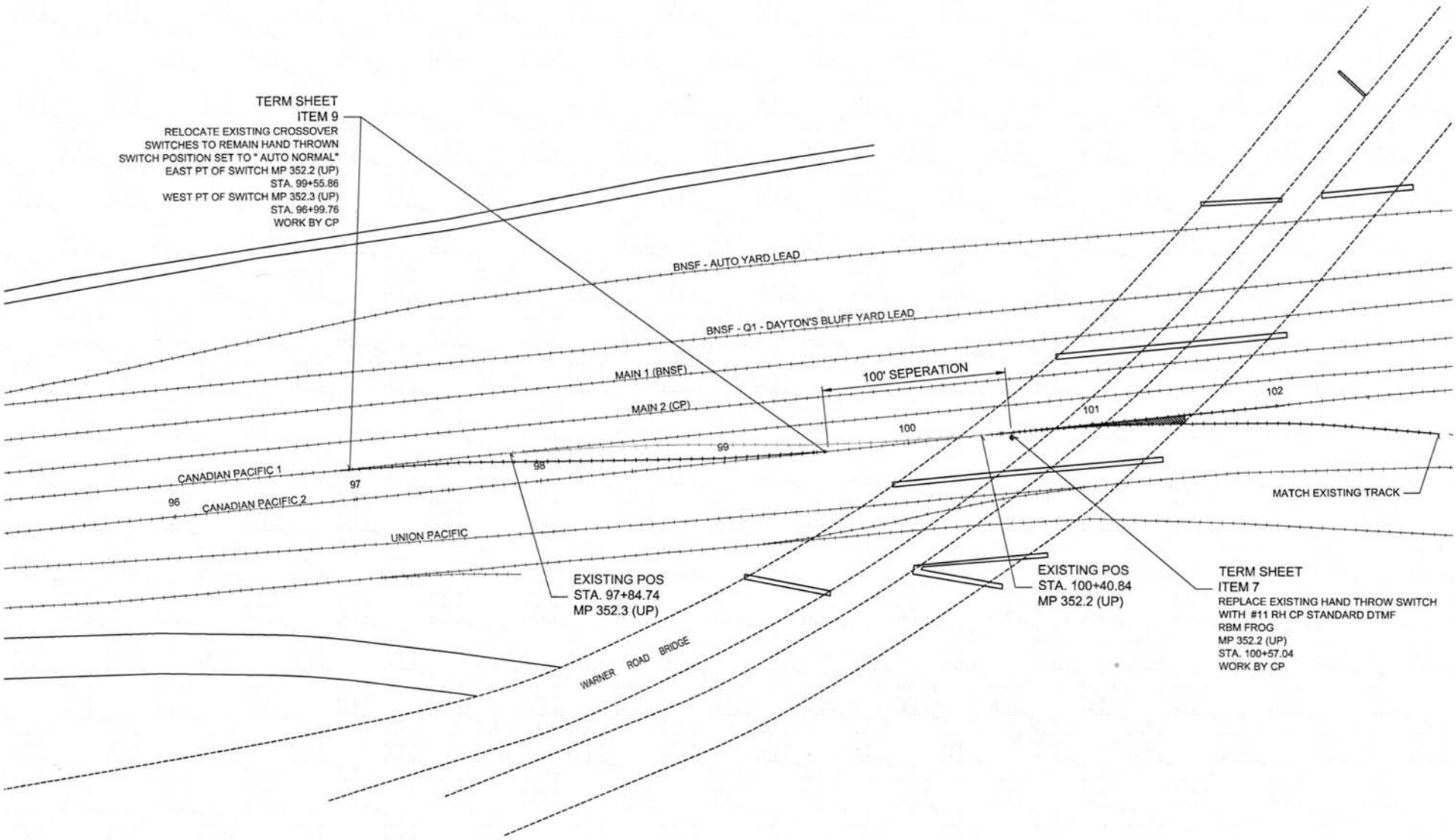

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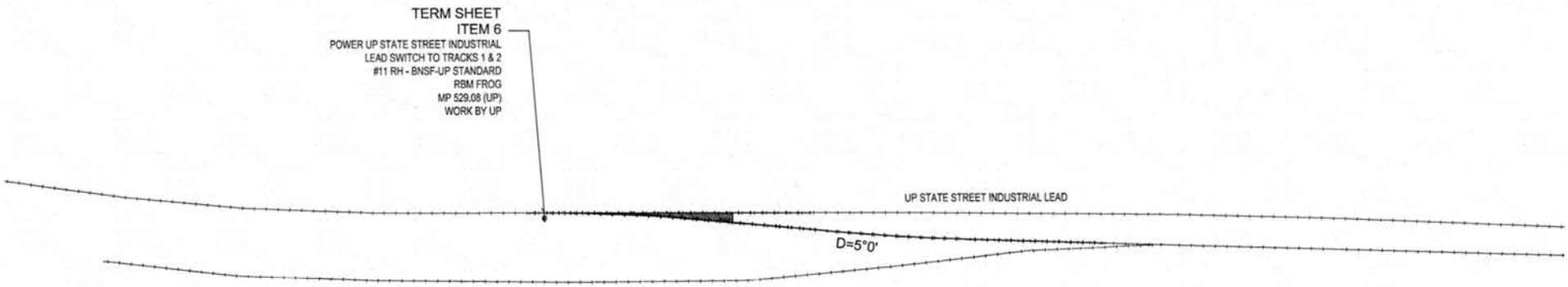

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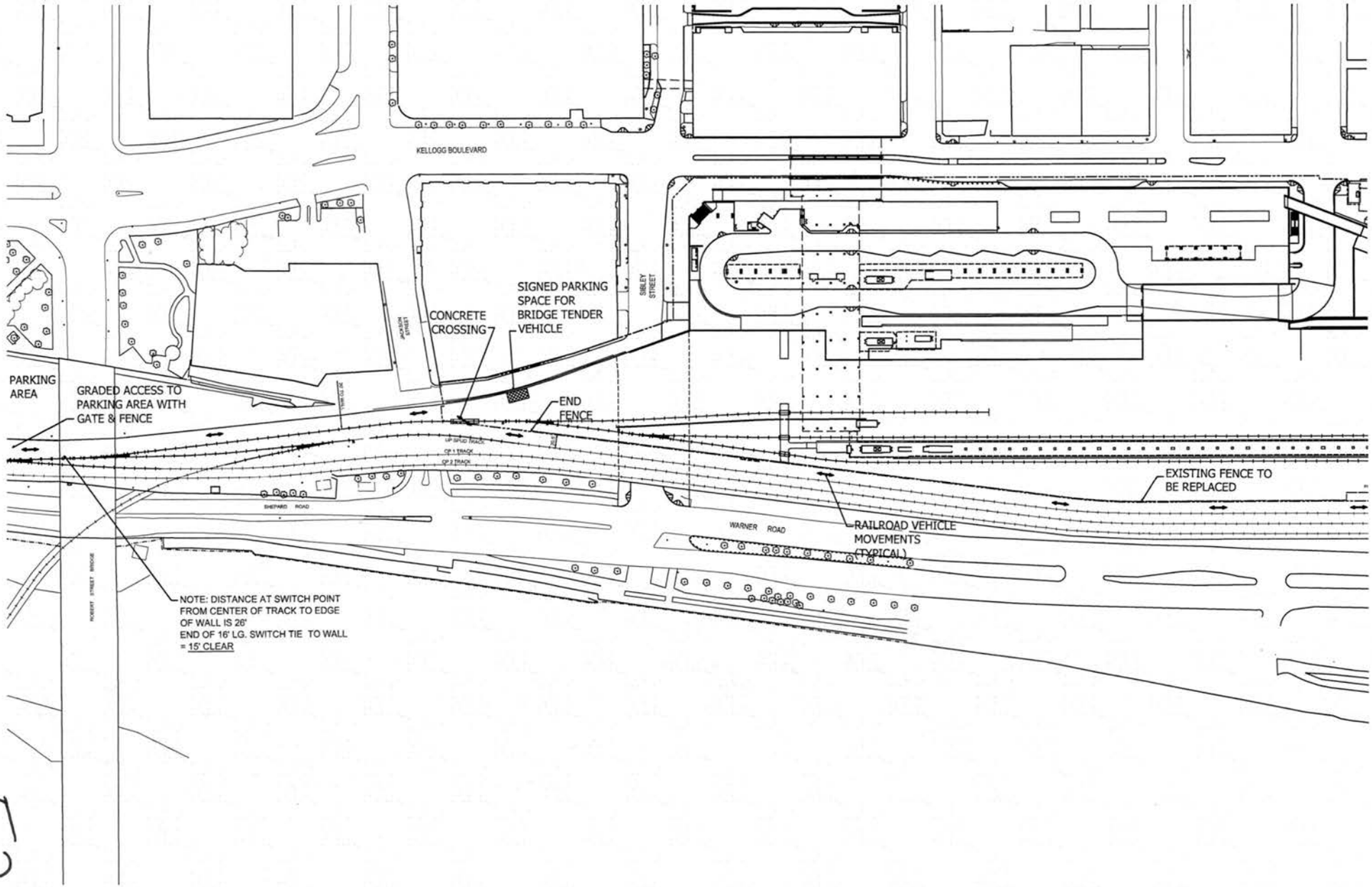

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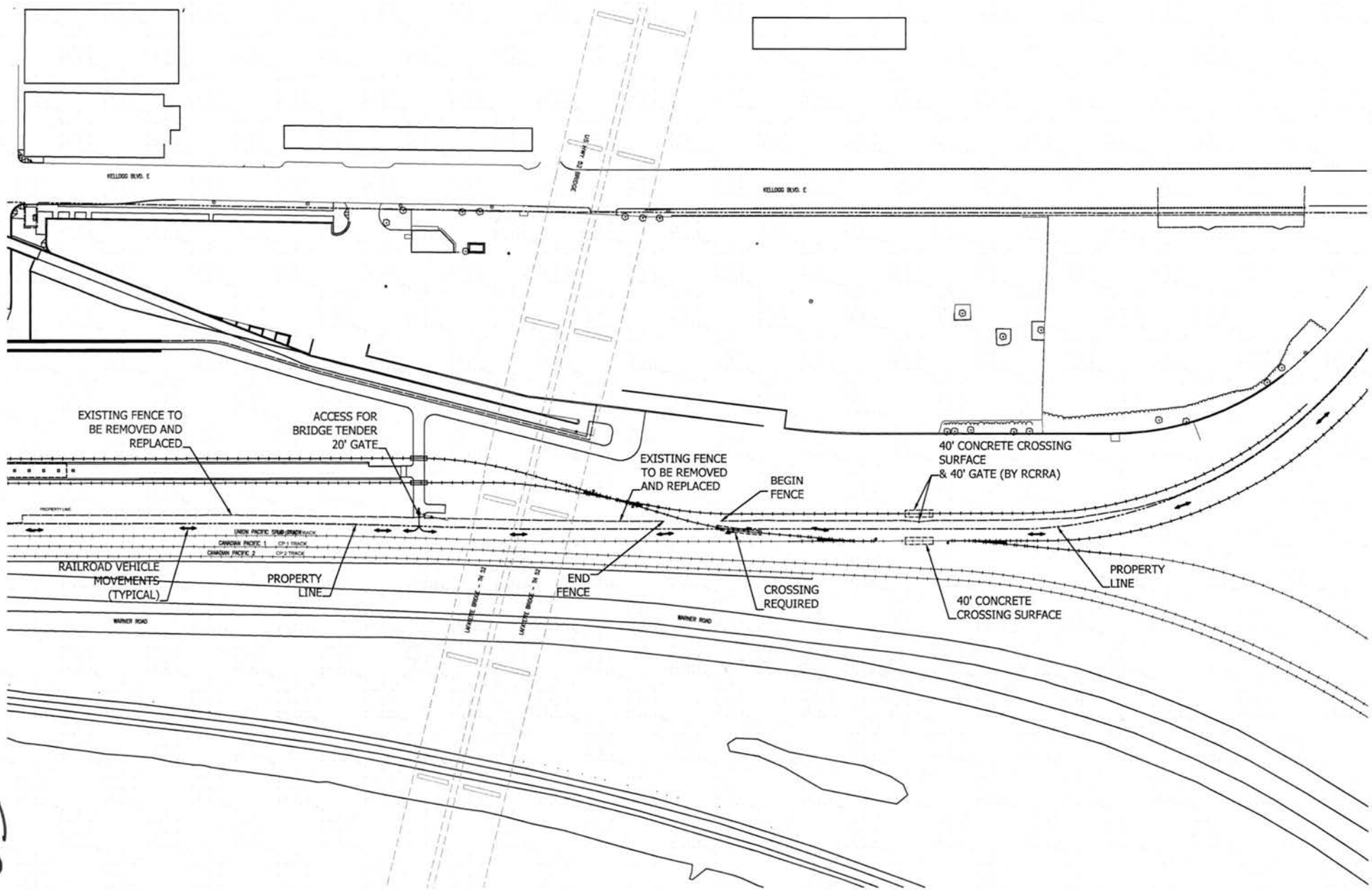

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Exhibit B
Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

U.S. Department of Transportation
Federal Railroad Administration

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

PART A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions (Pursuant to 2 CFR Part 180)

(1) The grantee certifies to the best of its knowledge and belief, that it and its principles:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against 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 Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, 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 enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the grantee is unable to certify to any of the statements of this certification, he or she shall attach an explanation to this application.

PART B: Certification Regarding Drug-Free Workplace Requirements (Pursuant to 49 CFR Part 32)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

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(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee is so convicted—
   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (e) and (f).

B. The grantee may insert in the space below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

Check ____if there are workplaces on file that are not identified here.

PART C: Certification Regarding Lobbying (Pursuant to 49 CFR Part 20)

CHECK_____IF APPLICABLE
CERTIFICATION IS FOR THE AWARD OF A GRANT OR COOPERATIVE AGREEMENT EXCEEDING $100,000
OR
A FEDERAL LOAN EXCEEDING $150,000

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

As the authorized certifying official, I hereby certify that the certifications in Parts A, B, and C (if C is applicable) are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

Ramsey County Regional Railroad Authority

3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: **03/20/2012**

SUBJECT: Comments on the Arterial Transit Corridors "Rapid Bus" Study

EXECUTIVE SUMMARY:

On March 13, 2012, the Ramsey County Regional Railroad Authority (RCRRA) received a presentation by Metro Transit on their Arterial Transit Corridors "Rapid Bus" Study (Study).The Study identifies multiple opportunities for improving travel speed, travel time reliability, and faster connections along multiple high ridership bus corridors in the region. Staff has completed their review of the Study and has developed multiple comments, which staff recommends be submitted as formal comments on the Study.

ACTION REQUESTED:

Authorize the Chair to submit comments on Metro Transit's Arterial Transit Corridors "Rapid Bus" Study on behalf of the Ramsey County Regional Railroad Authority.

1

SUBJECT: **Comments on the Arterial Transit Corridors "Rapid Bus" Study**

ATTACHMENTS:
Regional Transitways Guidelines Comments

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

The establishment of a rapid bus system will provide a travel time advantage and offers a higher level of amenities over current transit service in the identified corridors. Rapid bus service is an important transportation option for the Twin Cities and the residents of Ramsey County.

SUBJECT: **Comments on the Arterial Transit Corridors "Rapid Bus" Study**

Regional Railroad Authority – Authorized Signature	Date
Timothy P. McMaye	3/14/12

Budgeting & Accounting – Authorized Signature	Date
Kathleen A Kapsa	3/14/12

County Attorney – Authorized Signature	Date
Paul B Jullie	3/14/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

***SUBJECT*: Comments on the Arterial Transit Corridors "Rapid Bus" Study**

DRAFT RESOLUTION

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the Union Depot Multi-Modal Transit and Transportation Hub (Depot) and mutiple 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 Arterial Transit Corridors "Rapid Bus" Study from Metro Transit on March 13, 2012; and

WHEREAS, the Arterial Transit Corridors "Rapid Bus" Study identifies multiple opportunities for improving travel speed, travel time reliability, and faster connections along multiple high ridership bus corridors in the region. Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes its Chair to submit comments on Metro Transit's Arterial Transit Corridors "Rapid Bus" Study on its behalf.

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Attachment

Ramsey County Regional Railroad Authority

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

March 15, 2012

Charles Carlson
Manager of Transitways Projects
Metro Transit
560 6th Ave
Minneapolis, MN 55411

Arterial Transitways Corridor Study "Rapid Bus"

Dear Mr. Carlson:

The Ramsey County Regional Railroad Authority (RCRRA) received a presentation on Metro Transit's Arterial Transit Corridors "Rapid Bus" Study (Rapid Bus Study) at its March 13, 2012, meeting. Following the presentation that identified how the Rapid Bus Study would impact the region, the RCRRA felt it was appropriate to provide comments. The RCRRA feels strongly that integrating the Rapid Bus concept into the region's transit system is important and will lead to better transit service for more of the region's residents.

We welcome Metro Transit's decision to identify ways to improve transit service for those in the core cities that are not served by traditional transitways. Including these residents and businesses as we grow and improve our transit system will lead to a healthier investment over time.

In addition to the positives that the Rapid Bus Study emphasizes, the RCRRA believes it is equally important to identify potential negatives in the system. We are concerned with the distance between stations and look forward to working with Metro Transit as the Rapid Bus corridors move forward. For our residents with limited mobility, 1/2-mile station spacing may be too much. If our residents cannot reach the new Rapid Bus station and instead continue to rely on the existing local bus stops, then they will see their service level reduce by half of more. We are also concerned that this could result in shifting some of these residents with limited mobility onto more costly paratransit service, which could have significant budget implications.

The RCRRA believes that all stations should include recycling receptacles in addition to trash receptacles. Transit is an environmentally friendly mode of transportation and having recycling available at all stations offers additional environmental benefit.

The RCRRA feels that the development of signature vehicles for Rapid Bus is an important component to the corridors if they are to realize their full potential. The vehicles should offer similar amenities to light rail vehicles and be visually distinct from local transit buses. This combination will provide higher amenities and better service to existing transit riders and will also serve to attract additional choice riders.

The RCRRA appreciates Metro Transit's efforts to identify the Rapid Bus corridors; however, we believe that current routes miss some important residential and employment concentrations in the county and that additional connections should be made. The Snelling Avenue Corridor should be extended north to County Road F or County Road 96. This would connect significant job concentrations in Arden Hills. Additionally, the Snelling Avenue Corridor should provide a Rapid Bus connection to the West 7th Street Rapid Bus Corridor to provide better connectivity to St. Paul and the airport. The RCRRA requests that Metro Transit develop a Rapid Bus Corridor in the vicinity of Rice Street. This corridor would serve the gap in coverage that currently exists between the Snelling Avenue and East 7th Street Rapid Bus corridors. Finally, the Lake Street Corridor should extend east of Snelling Avenue so that it provides a connection to downtown St. Paul. This will provide Rapid Bus route connectivity between the St. Paul and Minneapolis corridors.

The RCRRA, federal government, and state have invested heavily in the renovation of Union Depot in downtown St. Paul. This multimodal hub will be a high amenity, significant destination for transit users and the current bypassing of the Depot by some of the Rapid Bus routes is unfortunate and concerning. We expect that Metro Transit will incorporate the Union Depot into its routing of the West 7th, East 7th and Robert Street Rapid Bus routes as they are analyzed in the future.

As corridors are advanced towards implementation, the RCRRA would like to see considerable attention paid to the service span and frequency of the Rapid Bus routes. It is important that each Rapid Bus route have a service plan developed to meet its individual needs while still being consistent with the minimum service level and span required to become a Rapid Bus route. Similarly, we feel strongly that the existence of park and ride facilities at the ends of these corridors is important to riders in Ramsey County who are looking for transportation options, other than driving.

Finally, the RCRRA appreciates the efforts of Metro Transit to reach out to the public on the Rapid Bus Study. Continued public outreach will be critical to successful implementation of the Rapid Bus improvements.

The RCRRA looks forward to working with Metro Transit to implement Rapid Bus on the two Near Term Corridors, Snelling Avenue and West 7th Street corridors. Thank you for the opportunity to provide these comments on the Arterial Transit Corridors "Rapid Bus" Study. The RCRRA looks forward to continued partnerships with Metro Transit 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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Ramsey County Regional Railroad Authority

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REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **03/20/2012**

Regional Railroad Authority Meeting Date:

SUBJECT: Loan for the Union Depot Project

EXECUTIVE SUMMARY

Regional Railroad Authority Resolution R11-36 authorized 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 Regional Railroad Authority projects for up to $20 million for a period not to exceed five years. Current cash flow needs for the Union Depot require a $10 million draw at this time.

A Request for Financing Proposal was sent out to nineteen (19) banks in Ramsey County with four (4) banks responding to the proposal. US Bank's proposal provided for the lowest cost to the Regional Railroad Authority, as provided in the attached bid tabulation sheet.

The Regional Railroad Authority's financial advisor, Springsted, Inc, will present the successful proposal for the loan for the Union Depot project and be available to respond to any questions. After the award has been made by the Regional Railroad Authority Board, bond counsel from Kennedy & Graven will complete the loan documents, including the resolution, which will also be reviewed by the Regional Railroad Authority's financial advisor and will be approved by the Ramsey County Regional Railroad Authority Chair and County Manager.

ACTION REQUESTED

1. Approve the selection of US Bank, 800 Nicollet Mall, Minneapolis, MN 55402, for a $10,000,000 loan for the Union Depot project.
2. Authorize the Regional Railroad Authority Chair and County Manager to approve and execute a loan agreement with US Bank for the Union Depot project for a term of 5 years in the amount of $10,000,000 subject to approval by the County Attorney's Office and Budgeting and Accounting.

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SUBJECT: **Loan for the Union Depot Project**

ATTACHMENTS:

Bid tabulation sheet

PREVIOUS ACTION:

Regional Railroad Authority Resolution R11-36 authorized the competitive solicitation of proposals for financing for Regional Railroad projects.

COUNTY MANAGER'S COMMENTS:

Regional Railroad Authority Board action is requested for the award and authorization to enter into a loan agreement with US Bank.

SUBJECT: *Loan for Union Depot Project*

Regional Railroad Authority – Authorized Signature	Date
	3/14/12

Budgeting & Accounting – Authorized Signature	Date
	3/7/2012

County Attorney – Authorized Signature	Date
	3/14/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Loan for the Union Depot Project

DRAFT

RESOLUTION OF THE RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY AUTHORIZING
UP TO $20,000,000 LIMITED TAX OBLIGATIONS (UNION DEPOT PROJECT),
SERIES 2012 AND SERIES 2012B, AND PLEDGING ITS LIMITED TAXING AUTHORITY
FOR THE PAYMENT THEREOF

A. WHEREAS, the Ramsey County Regional Railroad Authority, Minnesota (the "Authority"), is a regional railroad authority organized and existing as a political subdivision under Minnesota Statutes, Section 398A.03, and is authorized, among other things, to issue bonds or other obligations to provide funds for capital expenditures in anticipation of a grant or loan of state or federal funds.

B. WHEREAS, the Authority has undertaken the renovation of the former Union Depot and related parking structures (the "Project"), and has determined that it is necessary to borrow, on an interim basis pending the receipt of grants and other moneys, up to $20,000,000 to provide financing for the Project, and to pledge its limited taxing authority to repay the borrowing; and

C. WHEREAS, the Authority solicited proposals for the borrowing, has reviewed the offers, and has determined that the most favorable offer was submitted by U.S. Bank National Association, in Minneapolis, Minnesota;

NOW, THEREFORE, BE IT RESOLVED by the County Board of Commissioners of Ramsey County Regional Railroad Authority, Ramsey County, Minnesota, as follows:

1. Acceptance of Offer. The offer of U.S. Bank National Association (the "Purchaser"), to purchase the Authority's Limited Tax Obligation Note (Union Depot Project), Series 2012 A and Limited Tax Obligation Note (Union Depot Project), Series 2012 B, in an aggregate principal amount not to exceed $20,000,000 (collectively, the "Notes", or individually, each a "Note"), at a purchase price of their principal amounts in accordance with the terms of the Note Purchase Agreement, in substantially the form on file with the Authority, is hereby found, determined and declared to be the most favorable offer received and is hereby accepted, and the Notes are hereby awarded to the Purchaser. The Chair and Secretary of the Authority are hereby authorized and directed to execute the Note Purchase Agreement with U.S. Bank National Association on behalf of the Authority, in substantially the form on file with the Authority, with such necessary and appropriate variations, omissions, and insertions, together with a pledge agreement and such other security documents, as the Pricing Committee described below, in their discretion, shall determine. The execution of the Note Purchase Agreement and such other security documents by the Chair and Secretary of the Authority shall be conclusive evidence of such determination.

2. Note Terms.

(a) Title; Original Issue Date; Denominations; Maturities. The Notes shall be dated the date of delivery and shall be issued forthwith on or after such date in fully registered form. The Notes shall be issued in two series. The Series 2012A Note shall be issued in the principal amount of $10,000,000, shall be in the denomination of $10,000,000 and shall bear interest at the annual rate of 1.68 percent. The Series 2012B Note shall be issued subsequent to the issuance of the Series 2012A Note, at the time determined by the Pricing Committee described below, in the principal amount determined by the Pricing Committee in accordance with paragraph (b) below, provided that the principal amount shall not exceed $10,000,000. The interest rate on the Series 2012B Note shall be established by the Pricing Committee and may be fixed or variable but shall not exceed 5% per annum. The principal and interest on the Notes shall be payable in approximately level semiannual payments, maturing not later than five years from their date of issuance, as the Pricing Committee may determine, on the February 1 and August 1 of each year following their issuance, provided that the Pricing Committee may determine that interest only on each Note may be payable for the first two years after issuance of such Note. The Notes shall be in substantially the form set forth on Exhibit A attached hereto.

(b) Pricing Committee. The Chair and Director of the Authority and the Ramsey County Manager and the Director of Finance are hereby appointed to a Pricing Committee to determine the principal amount of the Series 2012 B Note, the date of its issuance, and the interest rate on the Series 2012 B Note, and whether either or both of the Notes shall pay interest only for up to two years.

3. Purpose. The Notes shall provide funds for capital costs of the renovation of the former Union Depot and related parking structures (the "Project"). The total cost of the Project is estimated to be at least equal to the amount of the Notes. Work on the Project shall proceed with due diligence to completion.

4. Interest. Each Note shall bear interest payable semiannually on February 1 and August 1 of each year from and after the date of issuance thereof (each, a "Payment Date"), calculated on the basis of a 360-day year of twelve 30-day months.

5. Optional Redemption. Each Note shall be subject to redemption and prepayment at the option of the Authority on the date which is 3 years after the date of issuance thereof, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part. If redemption is in part, the principal amounts to be redeemed and series of Note shall be determined by the Authority. Any such prepayment will be first applied to accrued interest on the principal amount of each Note to be redeemed with the remainder applied to the principal amount of the applicable Note, and such maturity or maturities as designated by the Authority. A notice of any such prepayment shall be given to the holder by certified or registered mail, addressed to the holder at its registered address, not less than 30 days prior to the date proposed for prepayment. On the date fixed for prepayment funds shall be paid to the holder at its registered address.

6. Note Registrar. The Finance Director/Chief Finance Officer of the County is appointed to act as bond registrar and transfer agent with respect to the Notes (the "Note Registrar"), and shall do so unless and until a successor Note Registrar is duly appointed, all pursuant to any contract the Authority and Note Registrar shall execute which is consistent

herewith. The Note Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Notes shall be paid to the registered holders (or record holders) of the Notes in the manner set forth in the form of Note (with respect to interest payment and record date) of this resolution.

7. Execution. The Notes shall be typewritten and shall be executed on behalf of the Authority by the manual or facsimile signatures of the Chair of its Board of Directors, and its Treasurer. In the event of disability or resignation or other absence of either such officer, the Notes may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature or facsimile of whose signature shall appear on the Notes shall cease to be such officer before the delivery of the Notes, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

8. Registration; Transfer; Exchange. The Authority will cause to be kept at the principal office of the Note Registrar a bond register in which, subject to such reasonable regulations as the Note Registrar may prescribe, the Note Registrar shall provide for the registration of the Notes and the registration of transfers of the Notes entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Note at the principal office of the Note Registrar, the Authority shall execute (if necessary), and the Note Registrar shall authenticate, insert the date of registration and deliver, in the name of the designated transferee or transferees, one or more new Notes of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Note may be registered in blank or in the name of "bearer" or similar designation.

All Notes surrendered upon any transfer provided for in this resolution shall be promptly canceled by the Note Registrar and thereafter disposed of as directed by the Authority.

All Notes delivered upon transfer of Notes shall be valid general obligations of the Authority evidencing the same debt, and entitled to the same benefits under this resolution, as the Notes surrendered for such exchange or transfer.

Every Note presented or surrendered for transfer shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Note Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Note and any legal or unusual costs regarding transfers and lost Notes.

Transfers shall also be subject to reasonable regulations of the Authority contained in any agreement with the Note Registrar, including regulations which permit the Note Registrar to close its transfer books between record dates and payment dates.

9. Rights Upon Transfer. Each Note delivered upon transfer of or in lieu of any other Note shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

10. Payment; Record Date. Principal and interest on any Note shall be paid on each Payment Date by check or draft mailed to the person in whose name the Note is registered (the "Holder") on the registration books of the Authority maintained by the Note Registrar and at the address appearing thereon at the close of business on the business day preceding such Payment Date (the "Regular Record Date"). Any such principal or interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Note Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Note Registrar to the Holders not less than 5 days prior to the Special Record Date.

11. Treatment of Registered Owner. The Authority and Note Registrar may treat the person in whose name any Note is registered as the owner of such Note for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 10 above with respect to interest payment and record date) on, such Note and for all other purposes whatsoever whether or not such Note shall be overdue, and neither the Authority nor the Note Registrar shall be affected by notice to the contrary.

12. Delivery; Application of Proceeds. The Notes when so prepared and executed shall be delivered by the Finance Director/Chief Finance Officer to the Purchaser upon receipt of the purchase price and the Purchaser shall not be obliged to see to the proper application thereof.

13. Funds and Accounts. There is hereby created a special fund to be designated the "Limited Tax Obligation Notes (Union Depot Project), Series 2012 Fund" (the "Fund") to be administered and maintained by the Authority or Ramsey County as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Authority or the County, as the case may be. The Fund shall be maintained in the manner herein specified until the Notes have been fully paid. There shall be maintained in the Fund two (2) separate accounts, to be designated the "Construction Account" and "Debt Service Account", respectively, to which shall be credited and debited all income and disbursements as hereinafter set forth.

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Notes. From the Construction Account there shall be paid the costs and expenses of the Project, including the cost of any contracts heretofore let or entered into and all other costs incurred and to be incurred for the Project, and the costs of issuance of the Notes; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Notes may also be used to the extent necessary to pay interest on the Notes due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the Project there shall remain any unexpended balance in the Construction

Account, the balance may be used at the direction of the Board of Commissioners for any other capital project of the Authority or shall be transferred to Debt Service Account.

(b) Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (i) the collections of all taxes levied for the payment of the Notes and interest thereon; (ii) all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof to the extent not used for any other capital project of the Authority, (iii) all investment earnings on funds held in the Debt Service Account; (iv) any and all other moneys which are properly available and are appropriated by the Board of Commissioners to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest of the Notes and any other obligations of the Authority hereafter issued by the Authority and made payable from said account as provided by law, and to pay any rebate due to the United States.

14. Investments. No portion of the proceeds of the Notes shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Notes were issued and (2) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Notes or $100,000. To this effect, any proceeds of the Notes and any sums from time to time held in the Construction Account, or Debt Service Account (or any other account which will be used to pay principal or interest to become due on the notes payable there from) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

15. Tax Levy; Coverage Test; Additional Parity Obligations. To provide moneys for payment of the principal and interest on the Notes, the Authority covenants and agrees to levy in each year while the Notes are outstanding, pursuant to Minnesota Statutes, Section 398A.04, clause 8, a tax on all taxable property situated in Ramsey County sufficient, together with any other funds then on deposit in the Debt Service Fund, an amount sufficient to pay the principal and interest due on the Notes on the next two Payment Dates. The Authority shall not issue any additional obligations payable from the Authority's limited taxing authority unless the annual amount that may be raised by the Authority's taxing power is at least equal to 110 percent of the principal and interest due in each year on the obligations theretofore issued and the additional obligations to be issued. In the event the obligations bear interest at a variable rate, the interest rate for purposes for the coverage test shall be deemed to be equal to the maximum interest rate authorized for such obligations or any parity obligations.

16. Defeasance. When all Notes have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Notes shall, to the extent permitted by law, cease. The Authority may discharge

its obligations with respect to any Notes which are due on any date by irrevocably depositing with the Note Holder on or before that date a sum sufficient for the payment thereof in full. The Authority may also discharge its obligations with respect to any prepayable Notes called for redemption on any date when they are prepayable according to their terms, by depositing with the Note Holder on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The Authority may also at any time discharge its obligations with respect to any Notes, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

17. Records and Certificates. The officers of the Authority are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Notes, certified copies of all proceedings and records of the Authority relating to the Notes and to the financial condition and affairs of the Authority, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Notes as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Authority as to the facts recited therein.

18. Negative Covenant as to Use of Proceeds and Project.. The Authority hereby covenants not to use the proceeds of the Notes or the Project or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Notes to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

19. Tax-Exempt Status of the Notes; Rebate. The Authority shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Notes, including without limitation (1) requirements relating to temporary periods for investments, (2) limitations on amounts invested at a yield greater than the yield on the Notes, and (3) the rebate of excess investment earnings to the United States.

20. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

21. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF RAMSEY

I, the undersigned, being the duly qualified and acting Secretary of the Board of Commissioners of the Ramsey County Regional Railroad Authority , Ramsey County, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the Board of Commissioners, duly called and held on the date therein indicated, insofar as such minutes relate to authorizing the issuance of, and awarding the sale of the $20,000,000 Limited Taxing Authority Notes (Union Depot Project), Series 2012

WITNESS my hand on this ___ day of _____, 2012.

_____
Secretary

EXHIBIT A

FORM OF NOTE

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

R-_____ $_____

LIMITED TAX OBLIGATION NOTE (UNION DEPOT PROJECT), SERIES 2012__

REGISTERED OWNER:

PRINCIPAL AMOUNT:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, RAMSEY COUNTY, MINNESOTA (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount, with interest thereon from the date of issuance of this Note at the rate of _____ per annum. The principal and interest on the Note shall be payable in semiannual installments on February 1 and August 1 of each year, commencing on ____ 1, 201_ (each a "Payment Date"), in the amounts set forth on Schedule A attached hereto. Interest on this Note is calculated on the basis of a 360-day year of twelve 30-day months). This Note will bear interest from the most recent Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal on the final maturity date of this Note is payable upon presentation and surrender hereof at the office of the Finance Director/Chief Finance Officer of the Ramsey County in Saint Paul, Minnesota (the "Note Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Principal and interest on this Note will be paid on each Payment Date by wire transfer to the person in whose name this Note is registered (the "Holder" or "Noteholder") on the registration books of the Issuer maintained by the Note Registrar and in accordance with wiring instructions listed thereon, or otherwise provided in writing to the Issuer, at the close of business on the business day preceding such Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Note Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Noteholders not less 5 days before the Special Record Date.

Optional Redemption. This Note is subject to redemption and prepayment at the option of the Authority on the date three years after the date of issuance of this Note, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part. If redemption is in part, the principal amounts to be redeemed shall be determined by the Authority. Any such prepayment will be first applied to accrued interest with the remainder applied to the principal amount of this Note, and such maturity or maturities as designated by the

Authority. A notice of any such prepayment shall be given to the holder by certified or registered mail, addressed to the Holder at its registered address, not less than 30 days prior to the date proposed for prepayment. On the date fixed for prepayment funds shall be paid to the Holder at its registered address.

Issuance; Purpose; General Obligation. This Note is issued in the total principal amount of $10,000,000, and issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 398A.07, and a resolution adopted by the Board of Commissioners on March 20, 2012 (the "Resolution"), for the purpose of providing money to pay for a portion of the capital costs of the renovation of the former Union Depot and related parking structures (the "Project"). This Note has been issued pursuant to the provisions and for the purposes of the Regional Railroad Authorities Act, and all conditions precedent to the issuance of this Note exist or have been performed. To provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and limited taxing powers of the Issuer have been and are hereby irrevocably pledged. This Note is issued on a parity with the Authority's Limited Tax Obligation Note (Union Depot Project), Series 2012B (the "Series 2012B Note"), if and when the Series 2012B Note is issued. Additional obligations may be issued on a parity with this Note and the Series 2012B Note as long as the amount that may be levied in each year pursuant to the limited taxing power of the Authority is sufficient to provide an amount equal to 110% of the annual principal and interest due on the Note, the Series 2012B Note, and the additional parity obligations to be issued.

Transfer. This Note is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Note Registrar upon presentation and surrender hereof to the Note Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Note Registrar. Thereupon the Issuer shall execute and the Note Registrar shall authenticate and deliver, in exchange for this Note, one or more new fully registered Notes in the name of the transferee (but not registered in blank or to "bearer" or similar designation), in aggregate principal amount equal to the principal amount of this Note, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Note and any legal or unusual costs regarding transfers and lost Notes.

Treatment of Registered Owners. The Issuer and Note Registrar may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Note shall be overdue, and neither the Issuer nor the Note Registrar shall be affected by notice to the contrary.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Note Registrar.

Not Qualified Tax-Exempt Obligation. This Note has not been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Note, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Ramsey County Regional Railroad Authority, Ramsey County Minnesota, by its Board of Commissioners has caused this Note to be executed on its behalf by the signature of the Chair of its Board of Commissioners, and its Treasurer.

Date of Registration:

Registrable by: Chief Financial Officer of Ramsey County, Minnesota

Payable at: Chief Financial Officer of Ramsey County, Minnesota

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION
This Bond is one of the Bonds described in the Resolution mentioned within.

CHIEF FINANCIAL OFFICER OF RAMSEY COUNTY, MINNESOTA, Bond Registrar

By _____
Authorized Signature

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, MINNESOTA

_____
Chair of the Board of Commissioners

_____
Secretary

(SEAL)

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UTMA - _____ as custodian for _____
(Cust) (Minor)
under the _____ Uniform Transfers to Minors Act
(State)

Additional abbreviations may also be used though not in the above list.

15

_____

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the Note on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:_____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Note unless the information concerning the transferee requested below is provided.

Name and Address: _____
_____
_____

SCHEDULE A
TO FORM OF NOTE

INSTALLMENT PAYMENTS

17

Attachment

Ramsey County Regional Rail Authority

Limited Tax Obligation Notes

Up to $20,000,000 Limited Tax Obligations (Union Depot Project), Series 2012A and Series 2012B

The Board has under consideration the issuance of notes to fund project expenses for the Union Depot project that exceed current cash flow receipts. This document provides information relative to the proposed issuance.

BACKGROUND: In September 2011, the Regional Rail Authority authorized the issuance of up to $20 million of borrowing to fund costs of the Union Depot project. In January 2012, an RFP was issued to solicit offers from lending institutions interested in providing short-term cash flow financing for the project.

Nineteen Minnesota banks were sent the RFP and four proposals were received. The proposals were submitted by:

- Associated Bank
- JPMorgan Chase Bank, N.A.
- US Bank
- Wells Fargo Bank, N.A.

EVALUATION: The responses were evaluated by a committee consisting of five staff representatives of the County and Authority and a representative from Springsted Incorporated. All four proposers were deemed to be responsive and all proposals provided for funding up to the full amount requested. In summary, the findings of the committee were as follows:

- Associated Bank: The rate for the first financing was proposed at 2.25% if closed by March 1. The second financing would be indexed. The proposal was not a commitment to fund.
- JPMorgan Chase Bank, N.A.: The proposal offered a number of alternative rates and structural terms which were very competitive. There were several provisions that influenced the committee's decision, however, such as a breakage fee for any funds not drawn, a modification to interest rate in the event of a change in Corporate Tax Rate, and a Yield Protection & Breakage Cost provision that would require the bank to be reimbursed for any losses in the event of changes to reserve requirements, tax code, etc.
- US Bank: The proposal offered a number of alternative rates and structural terms which were very competitive. The proposal was not a commitment to fund.
- Wells Fargo Bank, N.A.: The RFP had indicated that the Authority wanted a fixed rate. While the pricing was competitive for financings of its type, the proposal was for a variable rate financing instead of a fixed rate as requested.

RECOMMENDATION: The business terms of bank loans often vary from bank to bank and final loan terms result from a process of discussion and negotiation. Often interest rates are not fixed until the financing is near complete or closing. As a result, comparing bank offers is not as clear-cut a process as determining the best offer in a competitive bid for bond issuance. To address this, the Authority gave as much direction as possible in its RFP and clarified terms with the preferred proposer prior to making a final selection.

After completing its evaluation of the proposals, the committee preliminarily selected US Bank and entered into discussion with the bank to further clarify provisions within its proposal. Several items were refined and a very similar, revised pricing was provided. The recommendation of the committee is to select US Bank as the lender for the transaction.

SUMMARY OF PROVISIONS:

The Notes will be issued in two series. Interest will be tax exempt, non-bank qualified, and at a fixed rate, payable semi-annually on February 1 and August 1. Principal will be paid semi-annually following a period of up to two years of interest only. The Notes will be callable at par at the Authority's option after three years.

Series 2012A will be issued in an amount of $10 million and close on or about April 19, 2012. The bank is in the process of securing final approvals and the interest rate is expected to be 1.68%

Series 2012B will be issued in an amount up to $10 million based on need and close on or about November 20, 2012. The size of the borrowing will be determined at the time of issuance based on a revised Authority cash flow forecast.

Principal repayment for the Notes will result in a level annual debt service amount for each year of amortization. The annual amount due during amortization should be under $7,000,000. Final maturity is expected to occur in February 2017.

3/20/12 - RRA - Item # 4: Loan for Union Depot Project. Revised Resolution

RESOLUTION OF THE RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY AUTHORIZING
UP TO $20,000,000 LIMITED TAX OBLIGATION NOTES (UNION DEPOT PROJECT),
SERIES 2012A AND SERIES 2012B, AND PLEDGING ITS FULL FAITH AND CREDIT
AND LIMITED TAXING AUTHORITY FOR THE PAYMENT THEREOF

A. WHEREAS, the Ramsey County Regional Railroad Authority, Minnesota (the "Authority"), is a regional railroad authority organized and existing as a political subdivision under Minnesota Statutes, Section 398A.03, and is authorized, among other things, to issue bonds or other obligations secured by a pledge of its full faith and credit and limited taxing power to provide funds for capital expenditures.

B. WHEREAS, the Authority has undertaken the renovation of the former Union Depot and related parking structures (the "Project"), and has determined that it is necessary to borrow, on an interim basis pending the receipt of grants and other moneys, up to $20,000,000 to provide financing for the Project, and to pledge its limited taxing authority to repay the borrowing; and

C. WHEREAS, the Authority solicited proposals for the borrowing, has reviewed the offers, and has determined that the most favorable offer was submitted by U.S. Bank National Association, in Minneapolis, Minnesota;

NOW, THEREFORE, BE IT RESOLVED by the County Board of Commissioners of Ramsey County Regional Railroad Authority, Ramsey County, Minnesota, as follows:

1. Acceptance of Offer. The offer of U.S. Bank National Association (the "Purchaser"), to purchase the Authority's Limited Tax Obligation Note (Union Depot Project), Series 2012A and Limited Tax Obligation Note (Union Depot Project), Series 2012B, in an aggregate principal amount not to exceed $20,000,000 (collectively, the "Notes", or individually, each a "Note"), at a purchase price of their principal amounts in accordance with the terms of the Note Purchase Agreement, in substantially the form on file with the Authority, is hereby found, determined and declared to be the most favorable offer received and is hereby accepted, and the Notes are hereby awarded to the Purchaser. The Chair and Secretary of the Authority are hereby authorized and directed to execute the Note Purchase Agreement with U.S. Bank National Association on behalf of the Authority, in substantially the form on file with the Authority, with such necessary and appropriate variations, omissions, and insertions, together with a pledge agreement and such other security documents, as the Pricing Committee described below, in their discretion, shall determine. The execution of the Note Purchase Agreement and such other security documents by the Chair and Secretary of the Authority shall be conclusive evidence of such determination.

2. Note Terms.

(a) Title; Original Issue Date; Denominations; Maturities. The Notes shall be dated the date of delivery and shall be issued forthwith on or after such date in fully registered form. The Notes shall be issued in two series. The Series 2012A Note shall be issued in the

principal amount of $10,000,000, shall be in the denomination of $10,000,000 and shall bear interest at the annual rate of 1.68 percent. The Series 2012B Note shall be issued subsequent to the issuance of the Series 2012A Note, at the time determined by the Pricing Committee described below, in the principal amount determined by the Pricing Committee in accordance with paragraph (b) below, provided that the principal amount shall not exceed $10,000,000. The interest rate on the Series 2012B Note shall be established by the Pricing Committee and may be fixed or variable but shall not exceed 5% per annum. The principal and interest on the Notes shall be payable in approximately level semiannual payments, maturing not later than five years from their date of issuance, as the Pricing Committee may determine, on the February 1 and August 1 of each year following their issuance, provided that the Pricing Committee may determine that interest only on each Note may be payable for the first two years after issuance of such Note. The Notes shall be in substantially the form set forth on Exhibit A attached hereto.

(b) Pricing Committee. The Chair and Director of the Authority and the Ramsey County Manager and the Director of Finance are hereby appointed to a Pricing Committee to determine the principal amount and principal installments of each of the Notes, the amount of the Series 2012 B Note, the date of its issuance, and the interest rate on the Series 2012 B Note, and whether either or both of the Notes shall pay interest only for up to two years.

3. Purpose. The Notes shall provide funds for capital costs of the renovation of the former Union Depot and related parking structures (the "Project"). The total cost of the Project is estimated to be at least equal to the amount of the Notes. Work on the Project shall proceed with due diligence to completion.

4. Interest. Each Note shall bear interest payable semiannually on February 1 and August 1 of each year from and after the date of issuance thereof (each, a "Payment Date"), calculated on the basis of a 360-day year and actual days elapsed.

5. Optional Redemption. Each Note shall be subject to redemption and prepayment at the option of the Authority on the date which is 3 years after the date of issuance thereof, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part. If redemption is in part, the principal amounts to be redeemed and series of Note shall be determined by the Authority. Any such prepayment will be first applied to accrued interest on the principal amount of each Note to be redeemed with the remainder applied to the principal amount of the applicable Note, and such installment or installments as designated by the Authority. A notice of any such prepayment shall be given to the holder by certified or registered mail, addressed to the holder at its registered address, not less than 30 days prior to the date proposed for prepayment. On the date fixed for prepayment funds shall be paid to the holder at its registered address.

6. Note Registrar. The Finance Director/Chief Finance Officer of the County is appointed to act as bond registrar and transfer agent with respect to the Notes (the "Note Registrar"), and shall do so unless and until a successor Note Registrar is duly appointed, all pursuant to any contract the Authority and Note Registrar shall execute which is consistent herewith. The Note Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Notes shall be paid to the registered

holders (or record holders) of the Notes in the manner set forth in the form of Note (with respect to interest payment and record date) of this resolution.

7. Execution. The Notes shall be typewritten and shall be executed on behalf of the Authority by the manual or facsimile signatures of the Chair of its Board of Commissioners, and its Treasurer. In the event of disability or resignation or other absence of either such officer, the Notes may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature or facsimile of whose signature shall appear on the Notes shall cease to be such officer before the delivery of the Notes, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

8. Registration; Transfer. The Authority will cause to be kept at the principal office of the Note Registrar a bond register in which, subject to such reasonable regulations as the Note Registrar may prescribe, the Note Registrar shall provide for the registration of the Notes and the registration of transfers of the Notes entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Note at the principal office of the Note Registrar, the Authority shall execute (if necessary), and the Note Registrar shall authenticate, insert the date of registration and deliver, in the name of the designated transferee or transferees, one or more new Notes of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Note may be registered in blank or in the name of "bearer" or similar designation.

All Notes surrendered upon any transfer provided for in this resolution shall be promptly canceled by the Note Registrar and thereafter disposed of as directed by the Authority.

All Notes delivered upon transfer of Notes shall be valid general obligations of the Authority evidencing the same debt, and entitled to the same benefits under this resolution, as the Notes surrendered for such exchange or transfer.

Every Note presented or surrendered for transfer shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Note Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Note and any legal or unusual costs regarding transfers and lost Notes.

Transfers shall also be subject to reasonable regulations of the Authority contained in any agreement with the Note Registrar, including regulations which permit the Note Registrar to close its transfer books between record dates and payment dates.

9. Rights Upon Transfer. Each Note delivered upon transfer of or in lieu of any other Note shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

10. Payment; Record Date. Principal and interest on any Note shall be paid on each Payment Date by wire transfer to the person in whose name the Note is registered (the "Holder") on the registration books of the Authority maintained by the Note Registrar and at the address appearing thereon at the close of business on the business day preceding such Payment Date (the "Regular Record Date"). Any such principal or interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Note Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Note Registrar to the Holders not less than 5 days prior to the Special Record Date.

11. Treatment of Registered Owner. The Authority and Note Registrar may treat the person in whose name any Note is registered as the owner of such Note for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 10 above with respect to interest payment and record date) on, such Note and for all other purposes whatsoever whether or not such Note shall be overdue, and neither the Authority nor the Note Registrar shall be affected by notice to the contrary.

12. Delivery; Application of Proceeds. The Notes when so prepared and executed shall be delivered by the Finance Director/Chief Finance Officer to the Purchaser upon receipt of the purchase price and the Purchaser shall not be obliged to see to the proper application thereof.

13. Funds and Accounts. There is hereby created a special fund to be designated the "Limited Tax Obligation Notes (Union Depot Project), Series 2012 Fund" (the "Fund") to be administered and maintained by the Authority or Ramsey County as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Authority or the County, as the case may be. The Fund shall be maintained in the manner herein specified until the Notes have been fully paid. There shall be maintained in the Fund two (2) separate accounts, to be designated the "Construction Account" and "Debt Service Account", respectively, to which shall be credited and debited all income and disbursements as hereinafter set forth.

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Notes. From the Construction Account there shall be paid the costs and expenses of the Project, including the cost of any contracts heretofore let or entered into and all other costs incurred and to be incurred for the Project, and the costs of issuance of the Notes; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Notes may also be used to the extent necessary to pay interest on the Notes due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the Project there shall remain any unexpended balance in the Construction Account, the balance may be used at the direction of the Board of Commissioners for any other capital project of the Authority or shall be transferred to Debt Service Account.

(b) Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (i) the collections of all

taxes levied for the payment of the Notes and interest thereon; (ii) all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof to the extent not used for any other capital project of the Authority, (iii) all investment earnings on funds held in the Debt Service Account; (iv) any and all other moneys which are properly available and are appropriated by the Board of Commissioners to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest of the Notes and any other obligations of the Authority hereafter issued by the Authority and made payable from said account as provided by law, and to pay any rebate due to the United States.

14. Investments. No portion of the proceeds of the Notes shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Notes were issued and (2) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Notes or $100,000. To this effect, any proceeds of the Notes and any sums from time to time held in the Construction Account, or Debt Service Account (or any other account which will be used to pay principal or interest to become due on the notes payable there from) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

15. Tax Levy; Coverage Test; Additional Parity Obligations. To provide moneys for payment of the principal and interest on the Notes, the Authority covenants and agrees to levy in each year while the Notes are outstanding, pursuant to Minnesota Statutes, Section 398A.04, clause 8, a tax on all taxable property situated in Ramsey County sufficient, together with any other funds then on deposit in the Debt Service Fund, an amount sufficient to pay 105% of the principal and interest due on the Notes and on any other obligations payable from such tax on the next two Payment Dates. As further provided in the Note Purchase Agreement, the Authority shall not issue any additional obligations payable from the Authority's limited taxing authority unless the annual amount that may be raised by the Authority's taxing power is at least equal to 110 percent of the principal and interest due in each year on the obligations theretofore issued and the additional obligations to be issued. In the event the obligations bear interest at a variable rate, the interest rate for purposes for the coverage test shall be deemed to be equal to the maximum interest rate authorized for such obligations or any parity obligations.

16. Defeasance. When all Notes have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Notes shall, to the extent permitted by law, cease. The Authority may discharge its obligations with respect to any Notes which are due on any date by irrevocably depositing with the Note Holder on or before that date a sum sufficient for the payment thereof in full. The Authority may also discharge its obligations with respect to any prepayable Notes called for

redemption on any date when they are prepayable according to their terms, by depositing with the Note Holder on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The Authority may also at any time discharge its obligations with respect to any Notes, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

17. Records and Certificates. The officers of the Authority are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Notes, certified copies of all proceedings and records of the Authority relating to the Notes and to the financial condition and affairs of the Authority, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Notes as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Authority as to the facts recited therein.

18. Negative Covenant as to Use of Proceeds and Project.. The Authority hereby covenants not to use the proceeds of the Notes or the Project or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Notes to be "arbitrage bonds" or "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

19. Tax-Exempt Status of the Notes; Rebate. The Authority shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Notes, including without limitation (1) requirements relating to temporary periods for investments, (2) limitations on amounts invested at a yield greater than the yield on the Notes, and (3) the rebate of excess investment earnings to the United States.

20. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

21. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

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The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF RAMSEY

I, the undersigned, being the duly qualified and acting Secretary of the Board of Commissioners of the Ramsey County Regional Railroad Authority , Ramsey County, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the Board of Commissioners, duly called and held on the date therein indicated, insofar as such minutes relate to authorizing the issuance of, and awarding the sale of the $20,000,000 Limited Tax Obligation Notes (Union Depot Project), Series 2012A and Series 2012B.

WITNESS my hand on this ___ day of _____, 2012.

_____
Secretary

EXHIBIT A

FORM OF NOTE

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

R-_____ $_____

LIMITED TAX OBLIGATION NOTE (UNION DEPOT PROJECT), SERIES 2012__

REGISTERED OWNER:

PRINCIPAL AMOUNT:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, RAMSEY COUNTY, MINNESOTA (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount, with interest thereon from the date of issuance of this Note at the rate of _____ per annum, or at the higher Default Rate or Taxable Rate, as provided in the Note Purchase Agreement, between the Issuer and U.S. Bank National Association, dated as of March ___, 2012 (the "Note Purchase Agreement"). The principal and interest on the Note shall be payable in semiannual installments on February 1 and August 1 of each year, commencing on ____ 1, 201_ (each a "Payment Date"), in the amounts set forth on Schedule A attached hereto. Interest on this Note is calculated on the basis of a 360-day year and actual days elapsed. This Note will bear interest from the most recent Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal on the final maturity date of this Note is payable upon presentation and surrender hereof at the office of the Finance Director/Chief Finance Officer of the Ramsey County in Saint Paul, Minnesota (the "Note Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Principal and interest on this Note will be paid on each Payment Date by wire transfer to the person in whose name this Note is registered (the "Holder" or "Noteholder") on the registration books of the Issuer maintained by the Note Registrar and in accordance with wiring instructions listed thereon, or otherwise provided in writing to the Issuer, at the close of business on the business day preceding such Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Note Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Noteholders not less 5 days before the Special Record Date.

Optional Redemption. This Note is subject to redemption and prepayment at the option of the Authority on the date three years after the date of issuance of this Note, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part. If redemption is in part, the principal amounts to be redeemed shall be determined by the

Authority. Any such prepayment will be first applied to accrued interest with the remainder applied to the principal amount of this Note, and such installment or installments as designated by the Authority. A notice of any such prepayment shall be given to the holder by certified or registered mail, addressed to the Holder at its registered address, not less than 30 days prior to the date proposed for prepayment. On the date fixed for prepayment funds shall be paid to the Holder at its registered address.

Issuance; Purpose; Limited Tax Obligation. This Note is issued in the total principal amount of $10,000,000, and issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 398A.07, and a resolution adopted by the Board of Commissioners on March 20, 2012 (the "Resolution"), for the purpose of providing money to pay for a portion of the capital costs of the renovation of the former Union Depot and related parking structures (the "Project"). This Note has been issued pursuant to the provisions and for the purposes of the Regional Railroad Authorities Act, and all conditions precedent to the issuance of this Note exist or have been performed. To provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and limited taxing powers of the Issuer have been and are hereby irrevocably pledged. This Note is issued on a parity with the Authority's Limited Tax Obligation Note (Union Depot Project), Series 2012B (the "Series 2012B Note"), if and when the Series 2012B Note is issued. Additional obligations may be issued on a parity with this Note and the Series 2012B Note as long as the amount that may be levied in each year pursuant to the limited taxing power of the Authority is sufficient to provide an amount equal to 110% of the annual principal and interest due on the Note, the Series 2012B Note, and the additional parity obligations to be issued.

Acceleration. If an Event of Default (as that term is defined in the Note Purchase Agreement) occurs, the Holder shall have the right and option, among other things, to declare the outstanding principal balance of this Note and accrued interest thereon immediately due and payable, subject to the limited taxing power of the Authority.

Transfer. This Note is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Note Registrar upon presentation and surrender hereof to the Note Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Note Registrar. Thereupon the Issuer shall execute and the Note Registrar shall authenticate and deliver, in exchange for this Note, one or more new fully registered Notes in the name of the transferee (but not registered in blank or to "bearer" or similar designation), in aggregate principal amount equal to the principal amount of this Note, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Note and any legal or unusual costs regarding transfers and lost Notes.

Treatment of Registered Owners. The Issuer and Note Registrar may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all

other purposes, whether or not this Note shall be overdue, and neither the Issuer nor the Note Registrar shall be affected by notice to the contrary.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Note Registrar.

Not Qualified Tax-Exempt Obligation. This Note has not been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Note, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Ramsey County Regional Railroad Authority, Ramsey County Minnesota, by its Board of Commissioners has caused this Note to be executed on its behalf by the signature of the Chair of its Board of Commissioners, and its Treasurer.

Date of Registration:

Registrable by: Chief Financial Officer of Ramsey County, Minnesota

Payable at: Chief Financial Officer of Ramsey County, Minnesota

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION
This Bond is one of the Bonds described in the Resolution mentioned within.

CHIEF FINANCIAL OFFICER OF RAMSEY COUNTY, MINNESOTA, Bond Registrar

By _____
Authorized Signature

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, MINNESOTA

_____
Chair of the Board of Commissioners

_____
Secretary

(SEAL)

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UTMA - _____ as custodian for _____
(Cust) (Minor)
under the _____ Uniform Transfers to Minors Act
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the Note on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:_____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Note unless the information concerning the transferee requested below is provided.

Name and Address: _____

_____

_____

SCHEDULE A
TO FORM OF NOTE

INSTALLMENT PAYMENTS

14