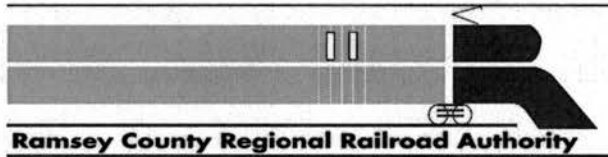




Ramsey County Regional Railroad Authority.
Records.

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

REGIONAL RAILROAD AUTHORITY MEETING

April 3, 2012

Immediately following the Health Services of the Whole Committee 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 April 3, 2012 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the March 20, 2012 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Union Depot Multi-Modal Transit and Transportation Hub Update

Board Action Requested:

None. For information and discussion.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

March 20, 2012

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Reinhardt, Rettman, McDonough – 6. Absent: Parker- 1. 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 Bennett moved approval of the Agenda of the March 20, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 6. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the March 13, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 6. Nays – 0.

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

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 6. Nays – 0. (R12-18)

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

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.

2. Engineering Agreement with Union Pacific Railway

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 6. Nays – 0. (R12-19)

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 agreement on behalf of the Ramsey County Regional Railroad Authority.

3. Comments on the Arterial Transitways Corridors "Rapid Bus" Study

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

Commissioner Rettman commended the Ramsey County Regional Railroad Authority (RCRRA) staff on the comment letter saying it thoroughly highlighted the discussion and issues raised at the March 13, 2012 RCRRA board meeting, in which the board was given the Arterial Transitways Corridors "Rapid Bus" Study presentation by Metro Transit.

Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 6. Nays – 0. (R12-20)

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the Union Depot Multi-Modal Transit and Transportation Hub (Depot) and multiple transitways including the Gateway, Red Rock, Rush Line, Riverview, Robert Street and Northeast Diagonal Corridors to the benefit of the residents and businesses of Ramsey County and the region; and

WHEREAS, The Ramsey County Regional Railroad Authority received a presentation on the 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.

4. Loan for the Union Depot Project

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

Commissioner Rettman asked for clarification on page 4, item 13, where it says "to be administered and maintained by the Authority or Ramsey County".

Chair McDonough said it was probably put in there to assure that if the RCRRA were abolished, then Ramsey County would assume responsibility for the loan.

Rich Koop, Investment/Debt Manager, Ramsey County Budgeting and Accounting, replied that the resolution came from bond counsel, Kenndey & Graven, and he agreed with Chair McDonough's statement.

Barry Fick, Springstead, also agreed saying it's to assure that someone under County will control and administer those funds to assure they will not be spent inappropriately.

Commissioner Rettman asked if the resolution in front of them is the official resolution.

Mr. Koop replied that it is. He said typically with this process the resolution would come after the award was made; however, this resolution was made earlier in the process and bond counsel felt it was important to include it at this point.

Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 6. Nays – 0. (R12-21) (The Exhibits are not included here but are on file in the office of the Regional Railroad Authority.)

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.

CORRIDOR UPDATES

- Rush Line

Commissioner Reinhardt reported that the Rush Line Corridor Task Force met on Thursday, March 15 and took action on several important items. They sent a letter of support to the Minnesota Department of Transportation's for their I-35E Managed Lane Project. They also submitted a formal request to Metro Transit to look at routing options that would optimize route 285 (Rush Line commuter coach) and route 275. These options would include looking at ways to combine the routes into a single route that could serve the 275 and 285 markets and how best to fund the service.

- Gateway

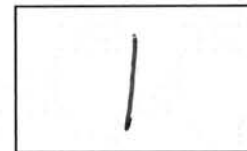
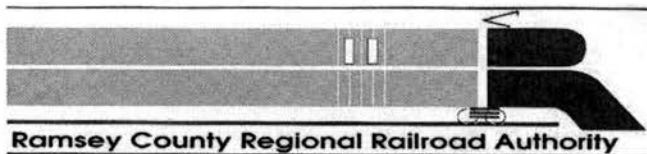
Commissioner Ortega reported that the Gateway Policy Advisory Committee (PAC) and the Technical Advisory Committee (TAC) had a joint meeting. They recommended to the Gateway Corridor Commission that all alternatives proceed to the next round of community meetings. The Gateway Corridor Commission agreed with the PAC/TAC recommendation to take the alternatives to the public, however, they decided to remove commuter rail as an alternative due to its high cost and low ridership. Information on the community meetings will be on the Ramsey County/Gateway website.

- Union Depot

Chair McDonough reported that the AMC Legislative Conference tomorrow will consist of an all afternoon transit tour that will begin at the Union Depot with a presentation and will then proceed through the other corridors in the metro area.

ADJOURNMENT

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



REQUEST FOR ACTION

Type of Agenda:

☐
☐

Policy

Administrative

☒
☒

Discussion

Information

Regional Railroad Authority Meeting Date: 04/03/2012

Regional Railroad Authority Meeting Date: _____

SUBJECT: Union Depot Multi-Modal Transit and Transportation Hub Update

EXECUTIVE SUMMARY

Dan Mehls, Mortenson's Project Director for the Union Depot renovation project along with Michael Bjornberg, HGA and Greg Brown, URS will provide an update at this meeting.

ACTION REQUESTED

None. For information and discussion only

1

SUBJECT: Union Depot Multi-Modal Transit and Transportation Hub Update

ATTACHMENTS:

None (The Union Depot update PowerPoint presentation will be provided at the meeting)

PREVIOUS ACTION:

N/A

COUNTY MANAGER'S COMMENTS:

SUBJECT: Union Depot Multi-Modal Transit and Transportation Hub Update

Regional Railroad Authority – Authorized Signature

Date

James G. Maynard

3/22/12

Budgeting & Accounting – Authorized Signature

Date

Susan Kuss

3/27/12

County Attorney – Authorized Signature

Date

Paul B. Juhn

3/27/12

Property Management – Authorized Signature

Date

Information Services – Authorized Signature

Date

Other – Authorized Signature

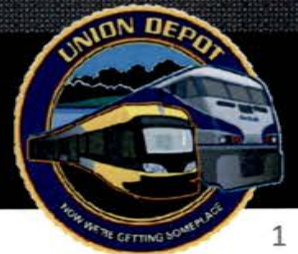
Date

THE UNION DEPOT

Ramsey County Regional Railroad Authority
April 3, 2012

Dan Mehls - Mortenson
Michael Bjornberg - HGA
Greg Brown - URS

A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



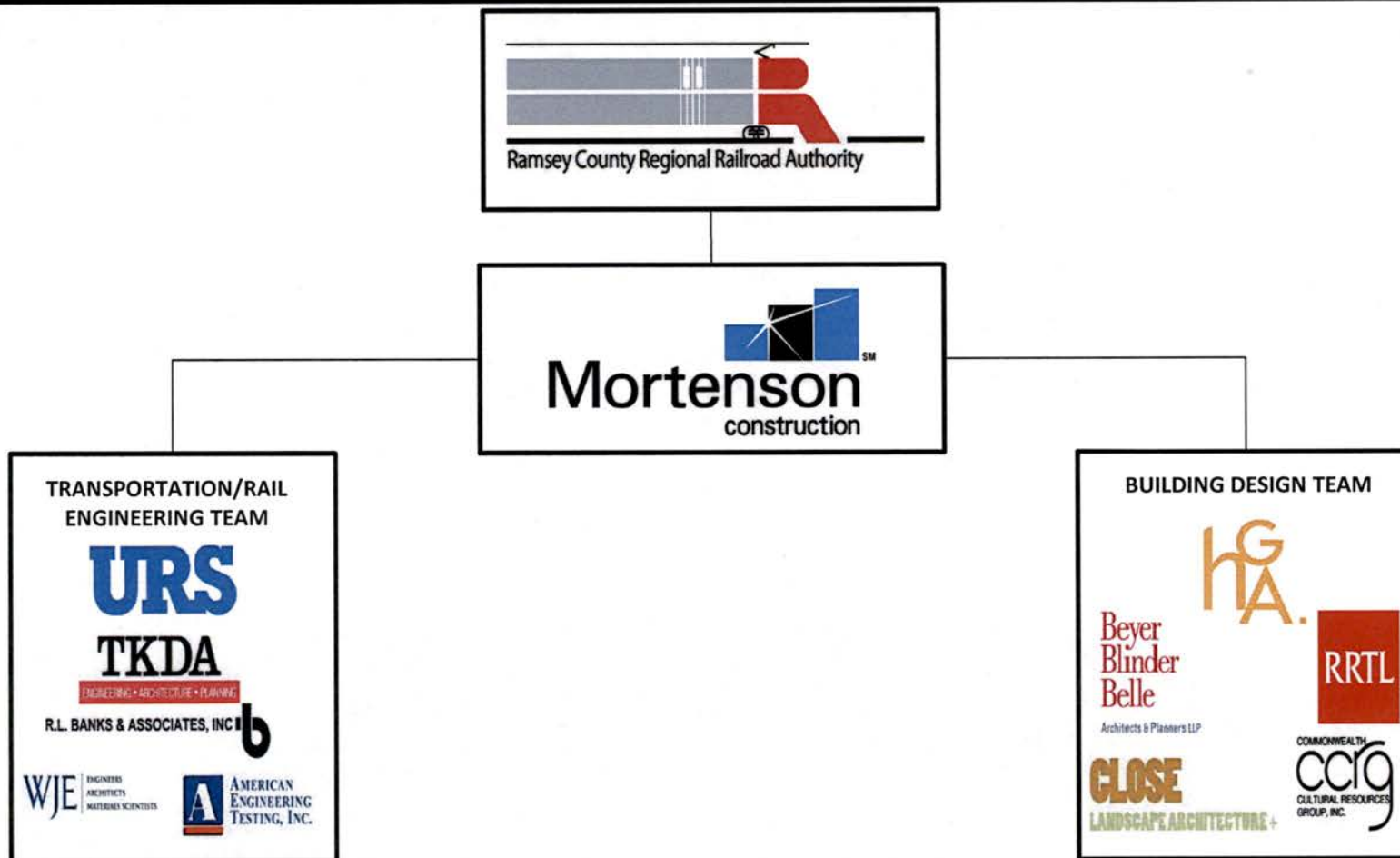
AGENDA

PROJECT TEAM
DESIGN OVERVIEW
VIRTUAL (3D) COORDINATION
CONSTRUCTION PROGRESS/CHALLENGES
QUESTIONS

A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



PROJECT TEAM



A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



PROJECT OVERVIEW....

- \$147 Million Construction/Design Costs
- Schedule: January 2011 – December 2012
- Design-Build Delivery Method
- MnDOT Oversight & Federal Stimulus Funding
- Over 200 Craft Workers on Site Daily (325 peak)
- 300,000 Square Feet of Train Deck / 33 Acre Site
- Projected to be under budget

A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



DESIGN

Historical Preservation/Restoration

- ☐ Condition Assessment
- ☐ Historic Structure Report
- ☐ Carriage way reconstruction
- ☐ Head House, Concourse and Waiting room restoration.

New Construction

- ☐ New Kellogg entrance
- ☐ Vertical circulations

A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



DESIGN



A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



DESIGN



VERTICAL CIRCULATION TOWER WALL SECTION - DARK COLOR SCHEME



KELLOGG ENTRANCE ADDITION WALL SECTION - DARK COLOR SCHEME

A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



PRESERVATION PROCESS

Team Historical Expertise

- HGA ,BBB, CCRG, URS
- Historic Structures Report
- Condition Assessment
- Conservation Analysis

Consulting Parties Discussions

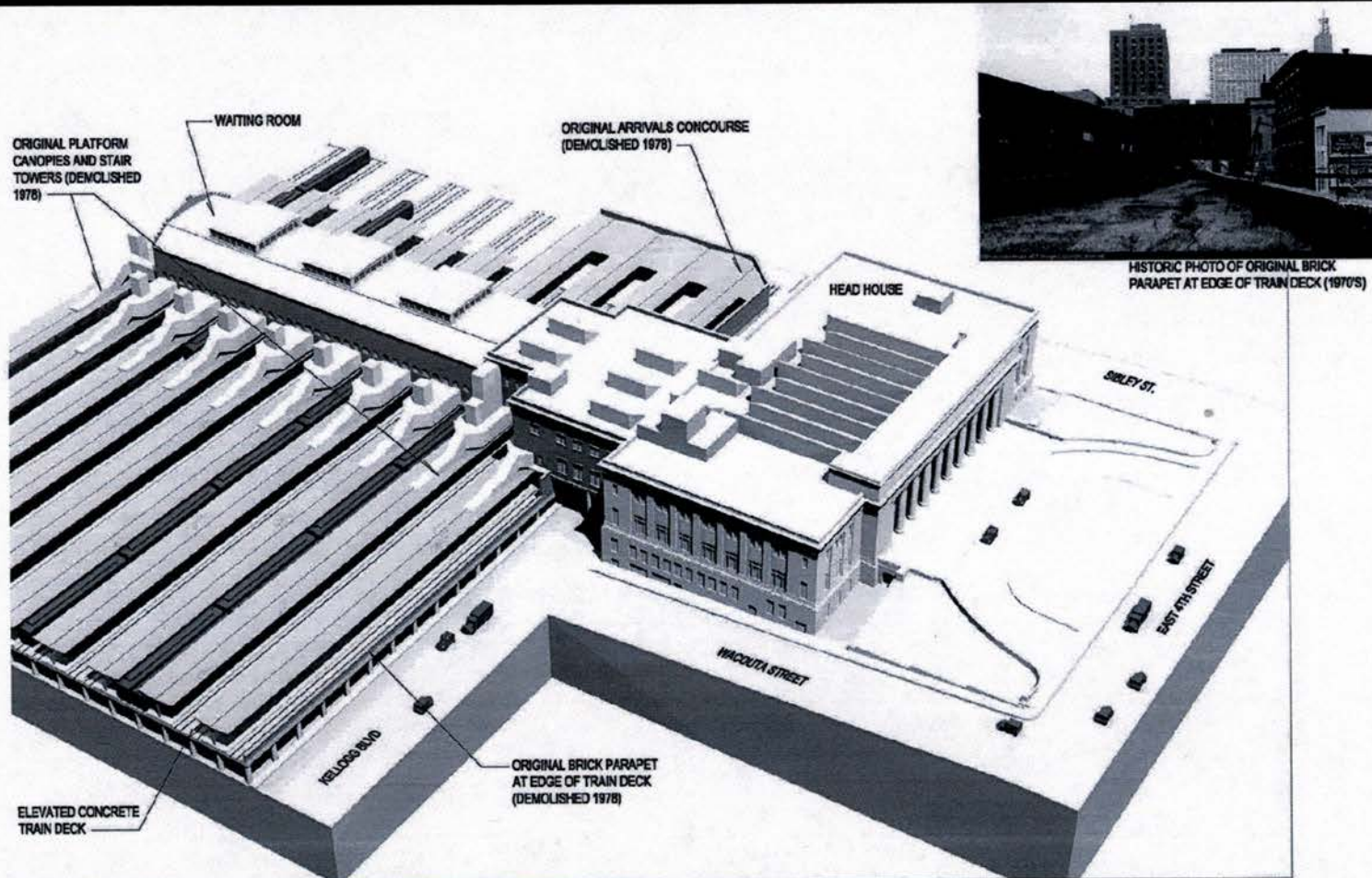
Meetings every 3 weeks with representatives of:

- SHPO
- HPC
- Preservation Alliance
- Historic St. Paul
- MnDOT
- MNRRRA (National Parks)
- CRC (Capital River Council)
- ST Paul PED (Planning & Economic Development)

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HISTORIC CONDITION

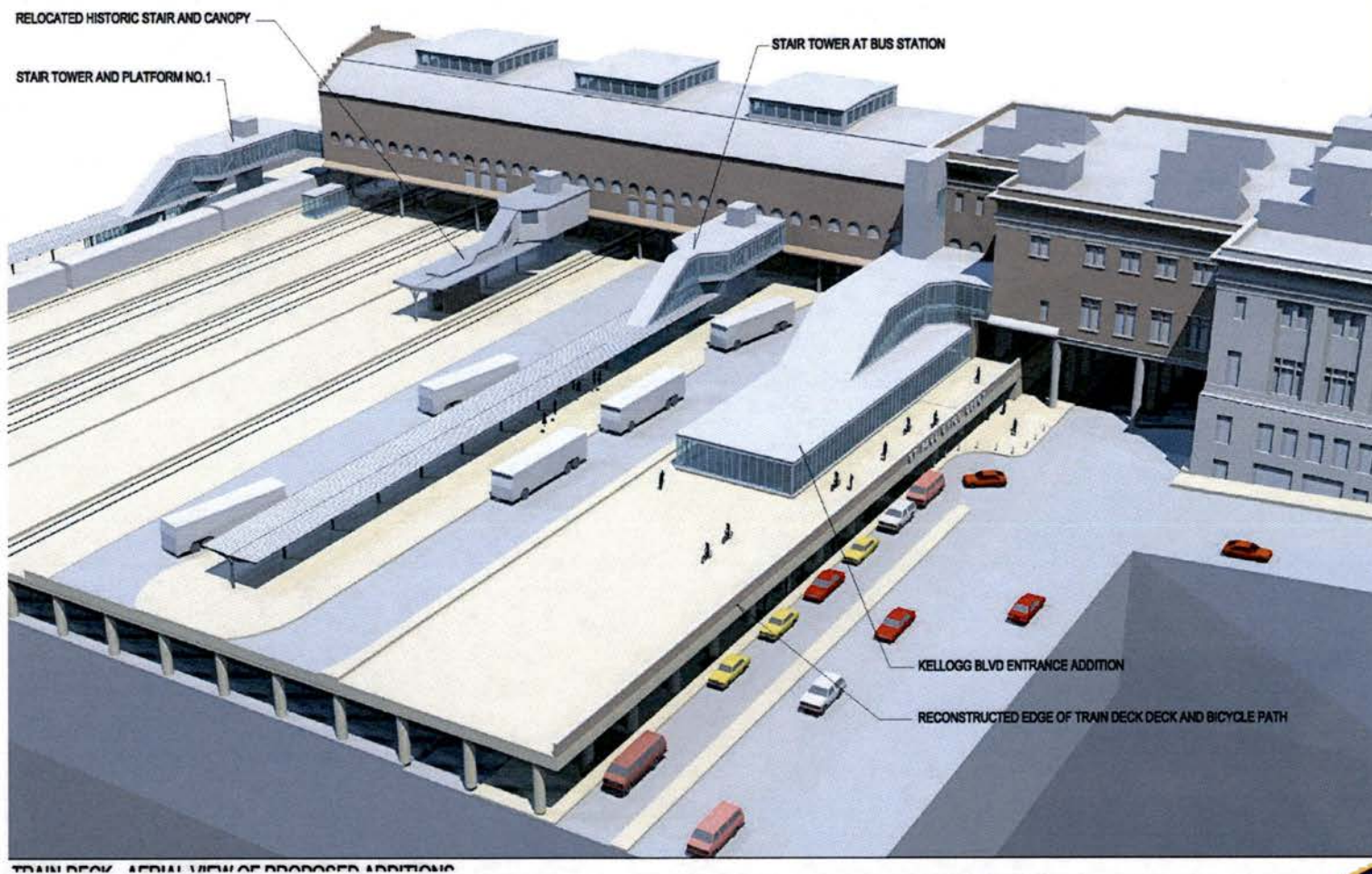


AERIAL VIEW OF HISTORIC CONDITION 1923-1978

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INITIAL DEVELOPMENT (2012)



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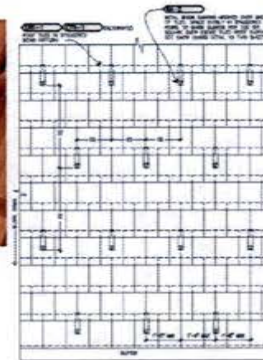
EXTERIOR MATERIALS



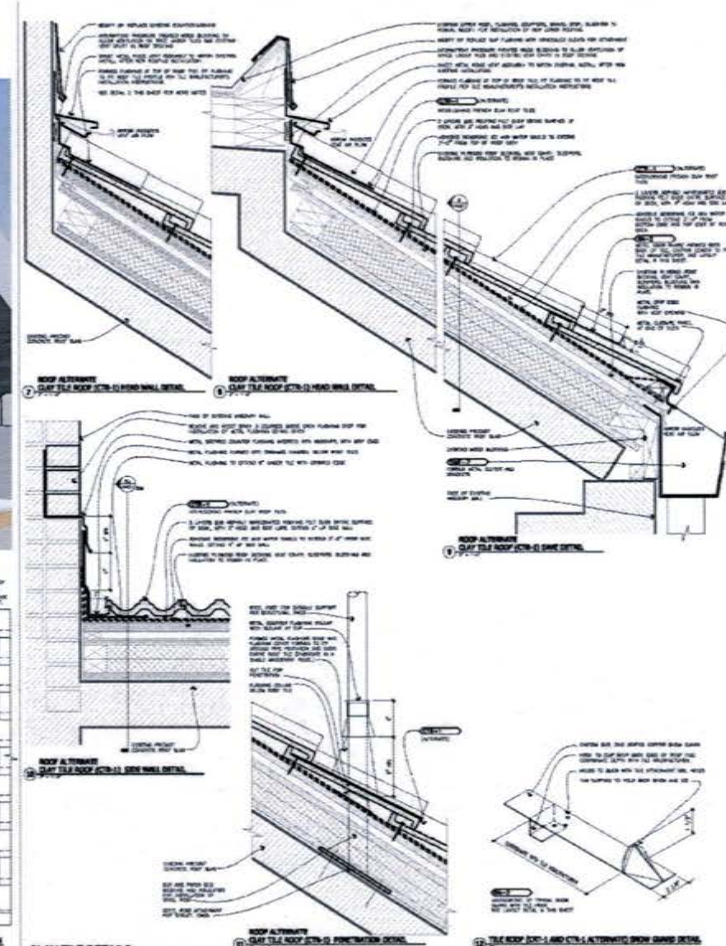
WAITING ROOM ROOF WITH CLAY TILES



PHOTO OF LUDOWICI INTERLOCKING FRENCH CLAY ROOF TILES



THE ROOF JOINT LAYOUT AND ITS ALTERNATE SHOWN SHOWN LAYOUT PLAN



CLAY TILE DETAILS

A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



VIRTUAL DESIGN

- Web Based Meetings / Integrated Office
- Integrated 3D Design & Construction Model
- Laser Scanning
- Clash detections

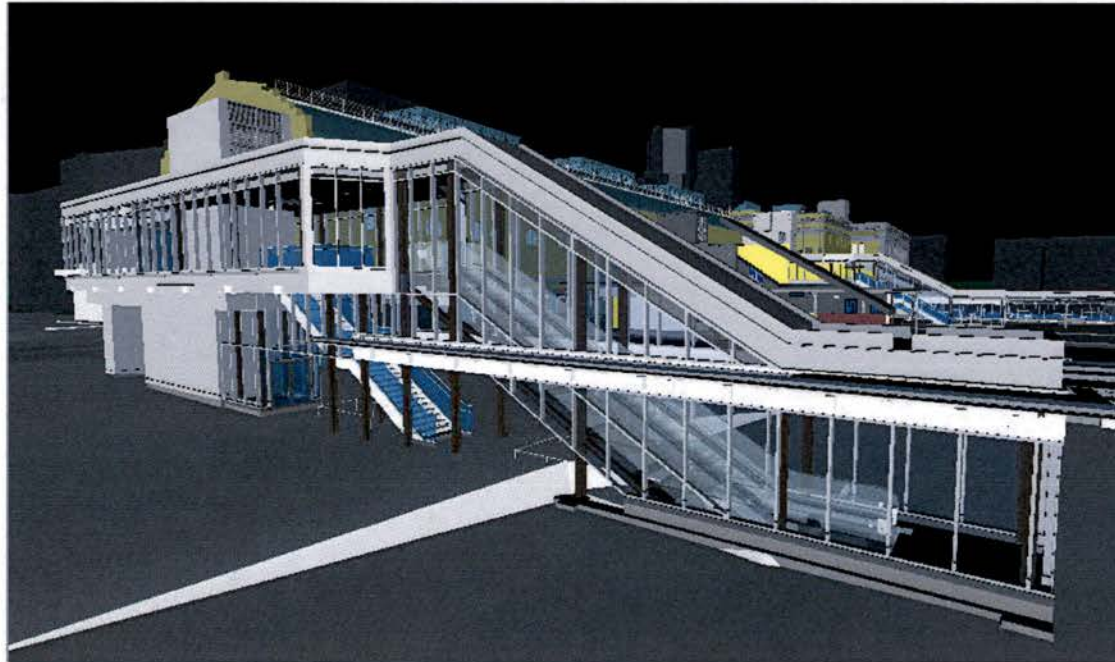


A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB

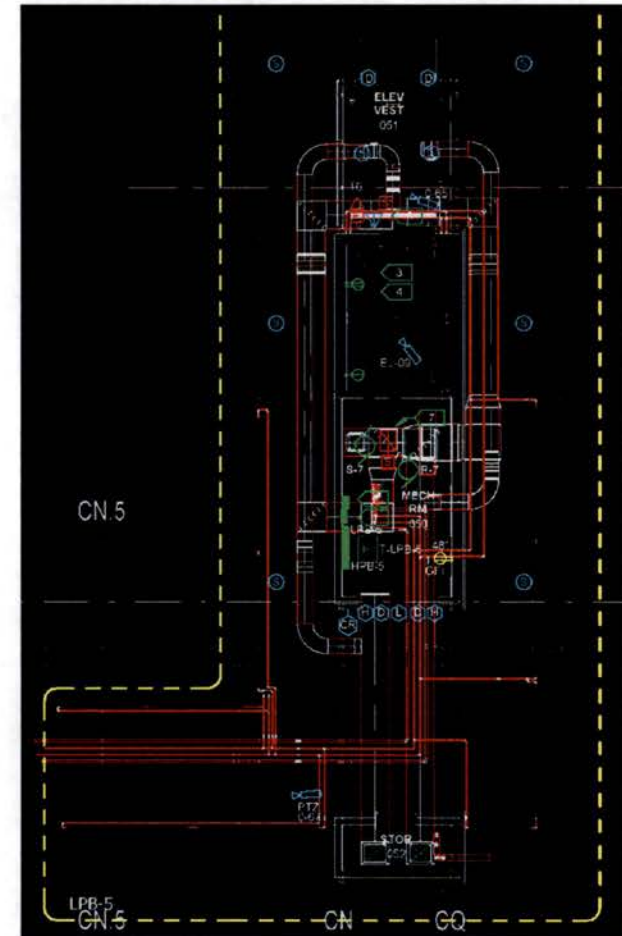


TRADITIONAL AND NEW TECHNOLOGY

Vertical Circulation Tower

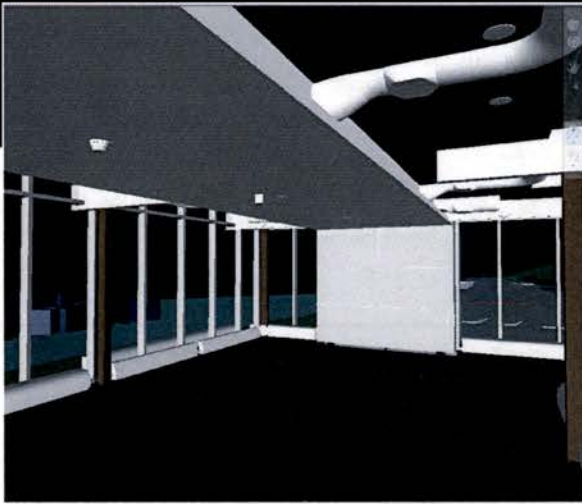


Traditional Floor Plan



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THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB





Walkthroughs



3D Views

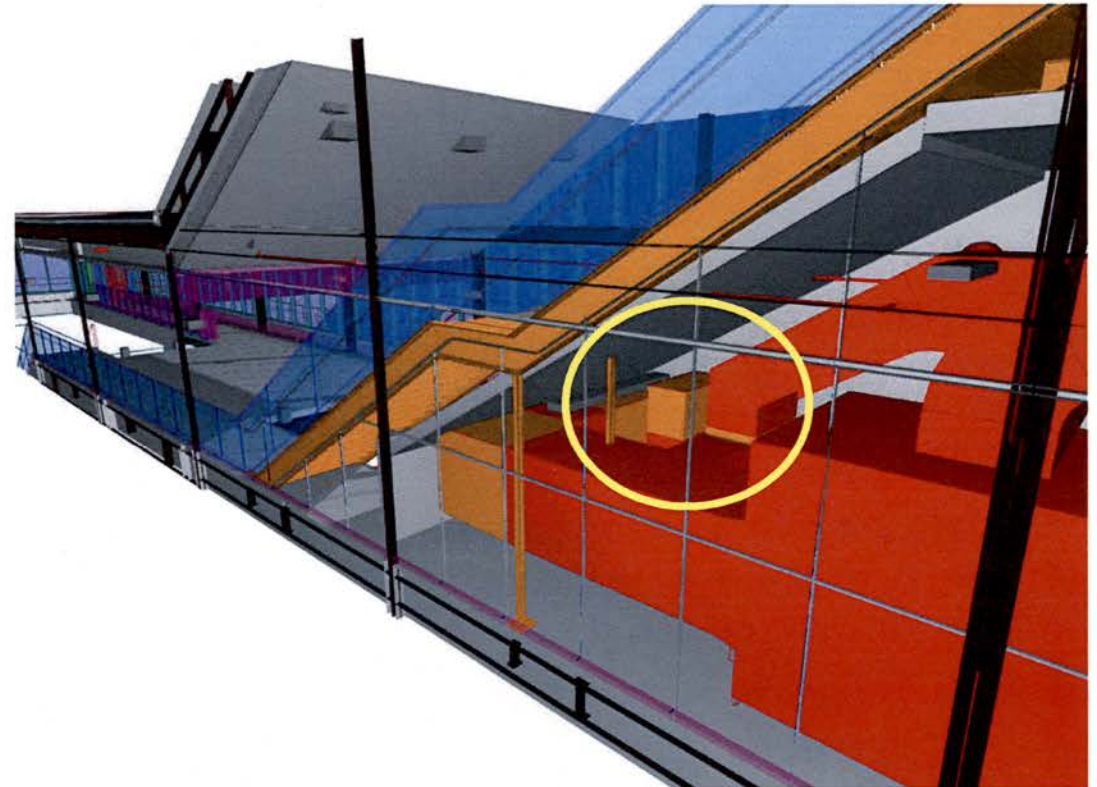
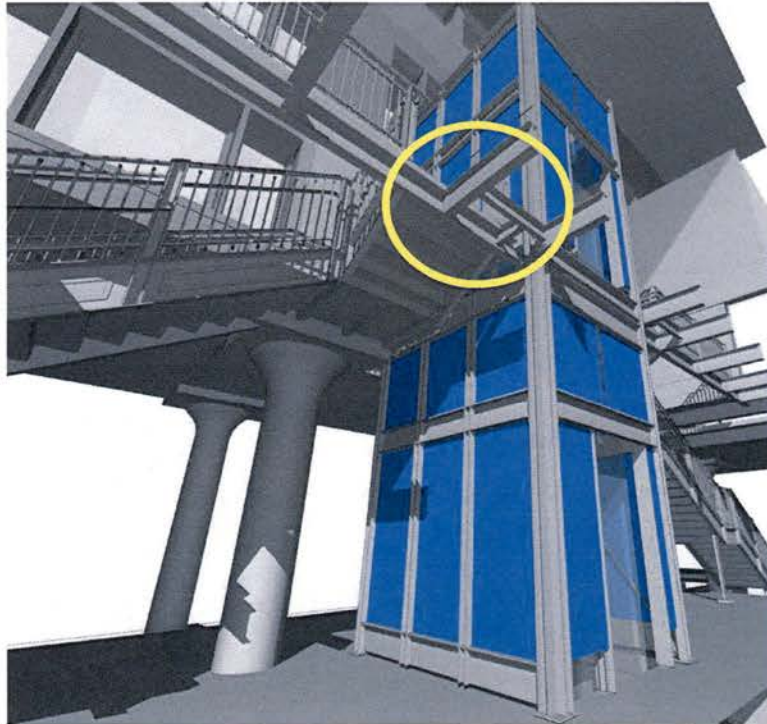
Sections



A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



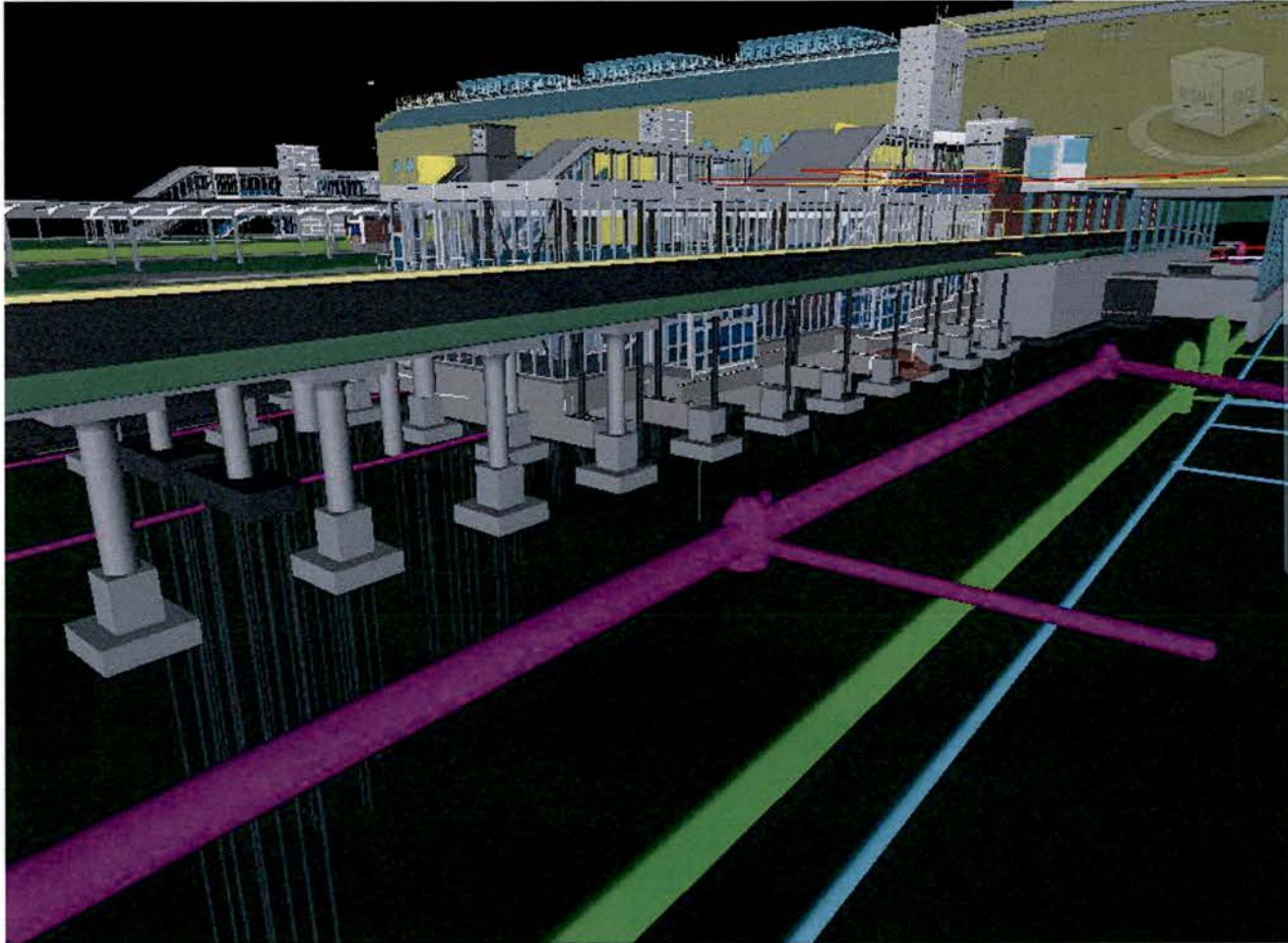
CLASH DETECTION



A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



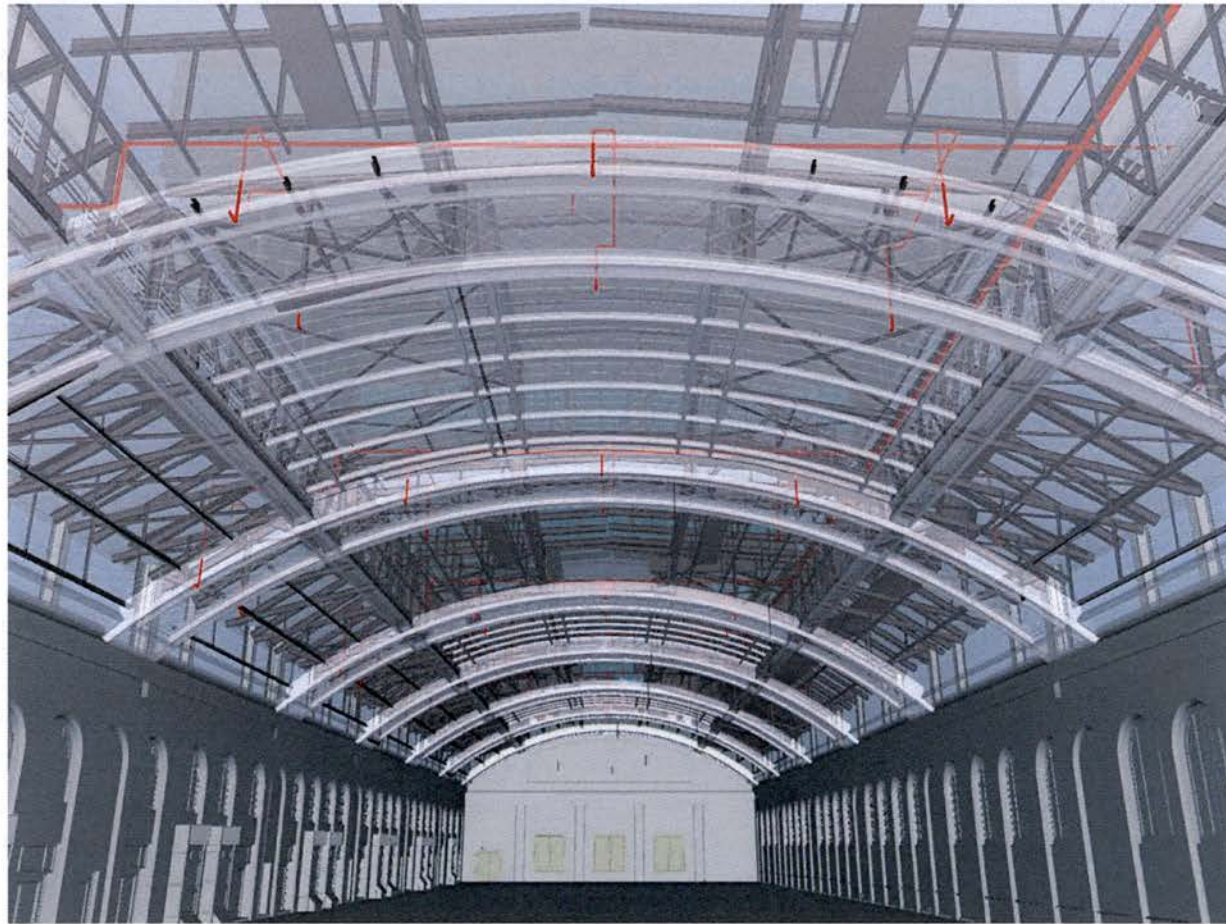
UTILITIES COORDINATION



A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



LASER SCAN OF EXISTING SPACES



A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



CONSTRUCTION PROGRESS



Previous Carriageway

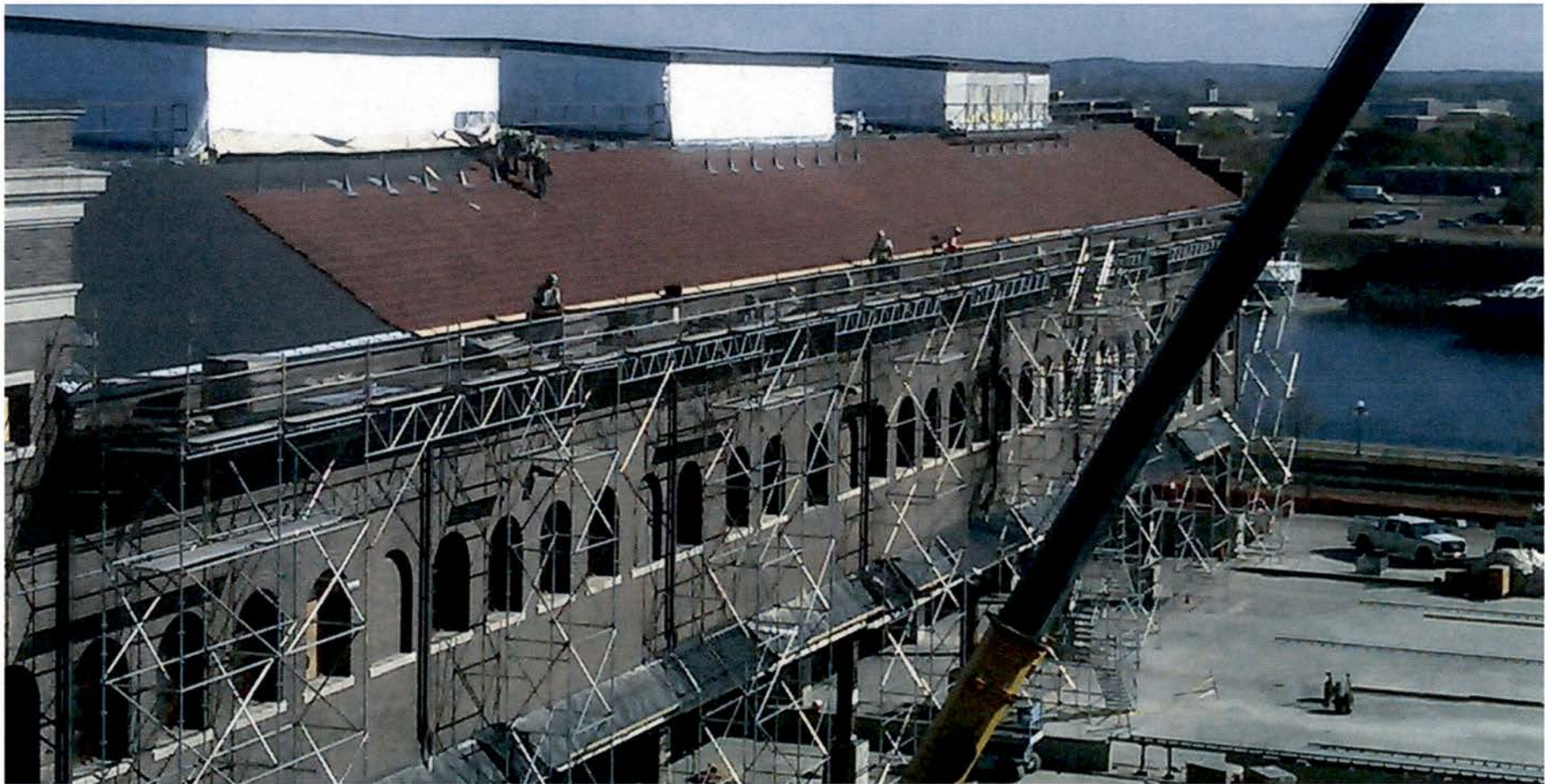


New Carriageway

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CONSTRUCTION PROGRESS



A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
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POST OFFICE SKYWAY DEMOLITION



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TRAIN DECK RECONSTRUCTION



A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



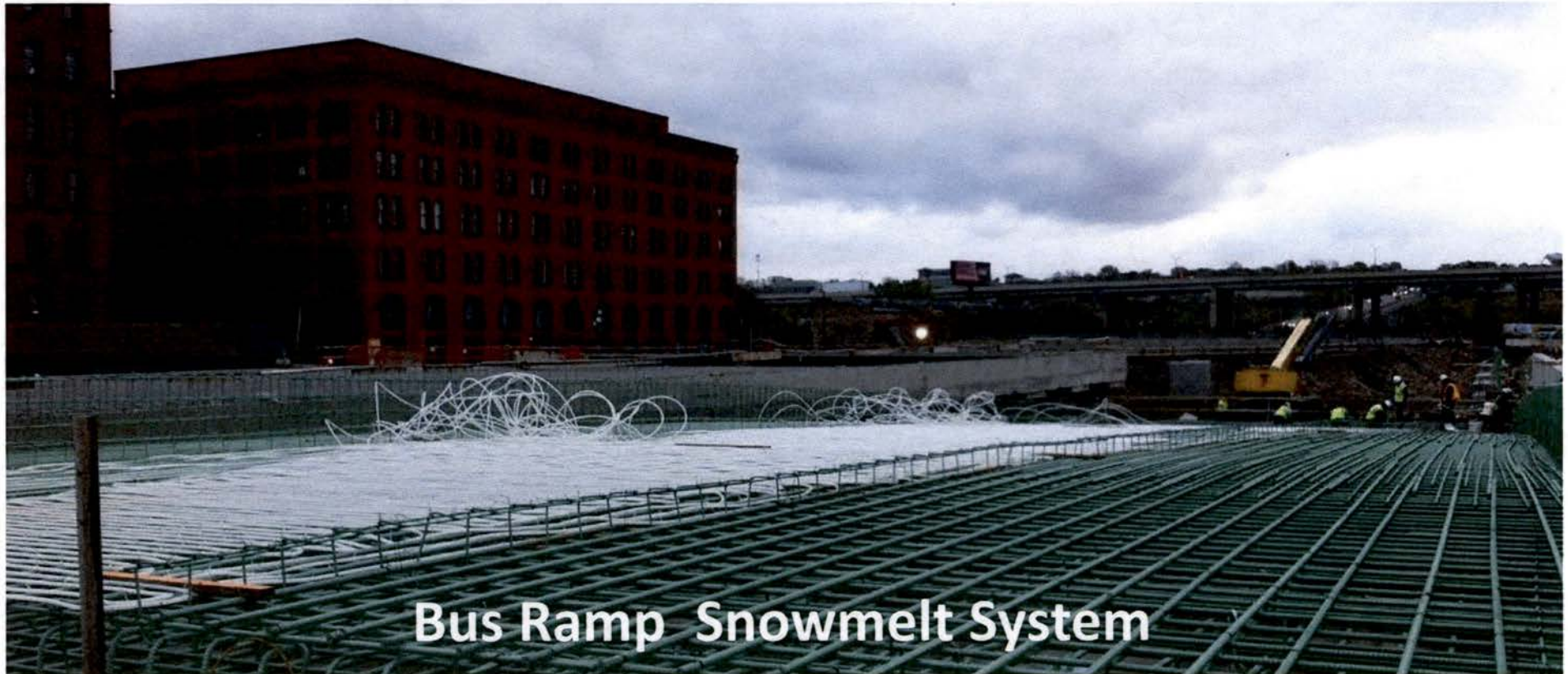
TRAIN DECK IMPROVEMENTS



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TRAIN DECK IMPROVEMENTS



A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



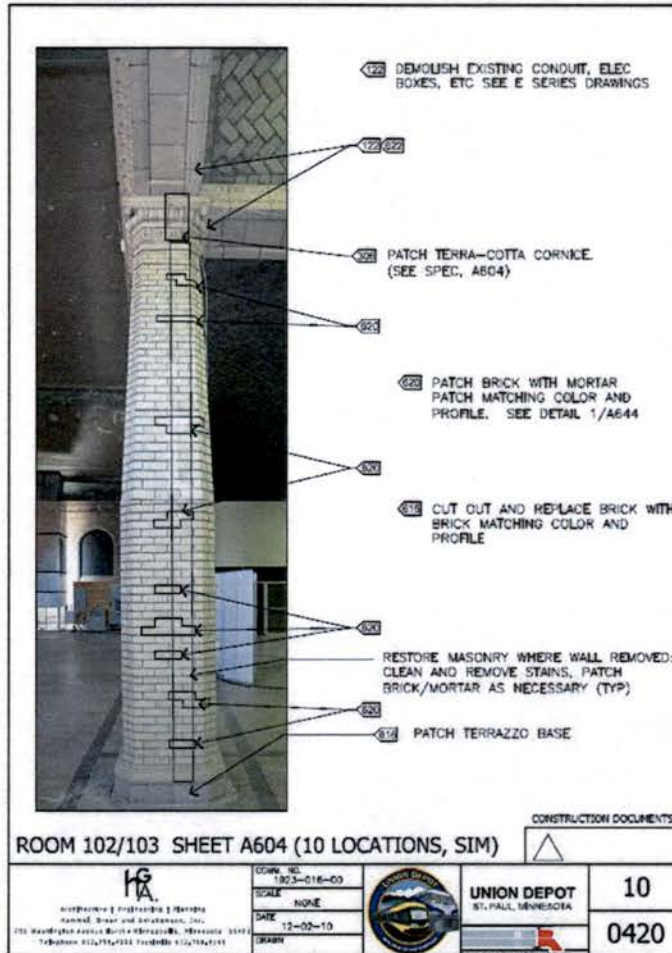
WAITING ROOM/CONCOURSE - INTERIOR



A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



RESTORATION OF BUILDING FINISHES



- 301 REPAIR SMALL PLASTER CRACK: SEE PLASTER RESTORATION SPEC
- 304 RESTORE PLASTER (LARGE AREA): SEE PLASTER RESTORATION SPEC
- 305 RESURFACE PLASTER AREA: SEE PLASTER RESTORATION SPEC
- 307 REMOVE EXISTING PATCH.
- 308 RESTORE EXISTING DECORATIVE PLASTER MOLDING.

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RESTORATION OF BUILDING FINISHES



Brick Tuckpointing Skills Assessment - Architect's approval

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THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



STONE CLEANING PROCESS

- Alaska marble wainscot in the Great Hall
- Testing was executed in two phases
- Cleaning Tests were performed using multiple methods and cleaners

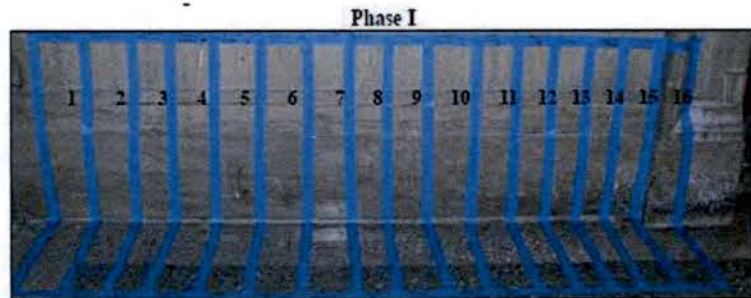
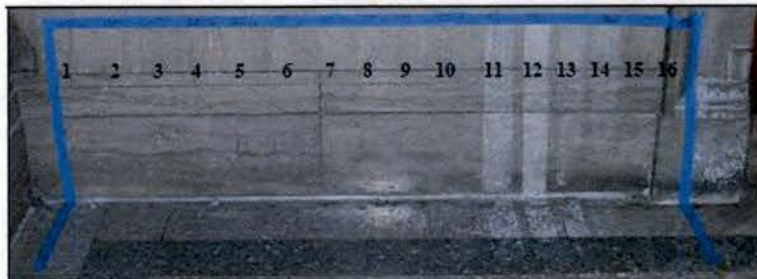


Figure 1: Alaska marble wainscot and base and terrazzo floor before cleaning.



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MARBLE CLEANING & RESTORATION

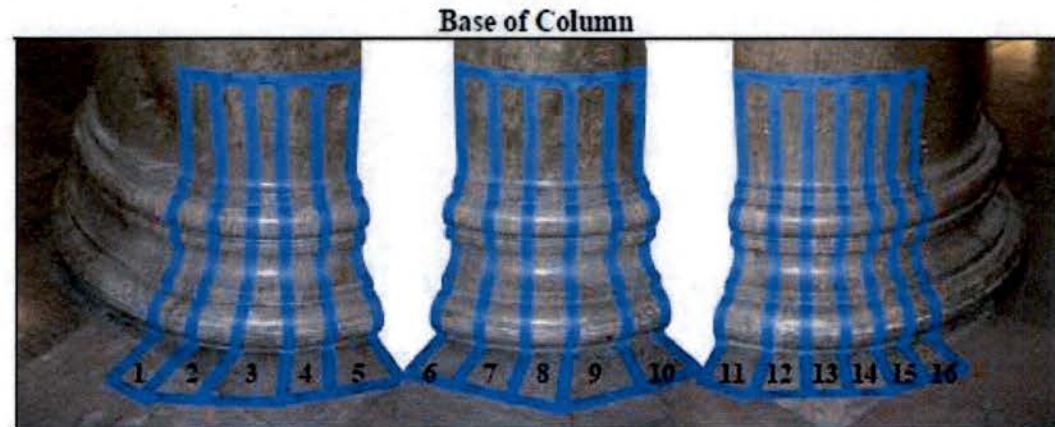
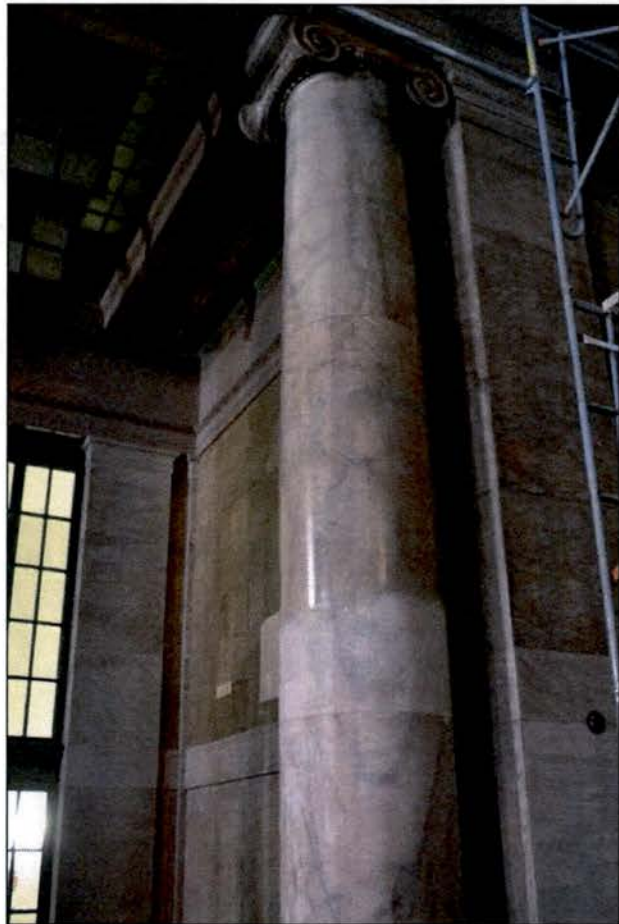


Figure 7: Tennessee marble at base of column before cleaning.

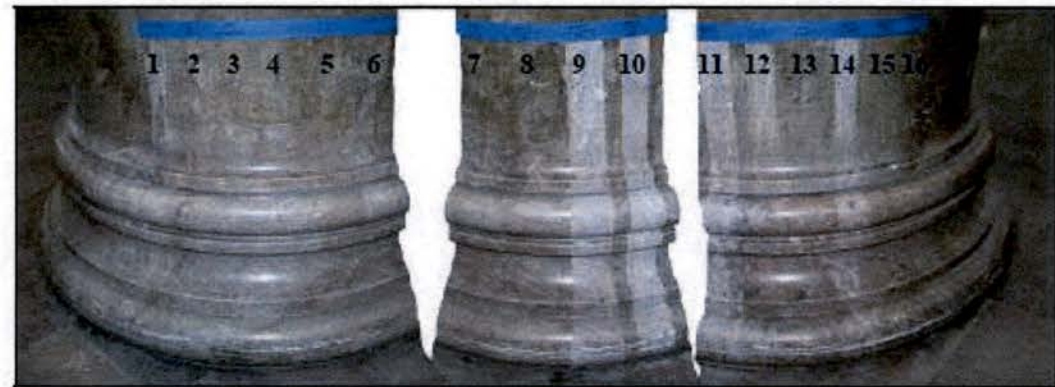


Figure 8: Tennessee marble at base of column after cleaning.

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MARBLE FLOOR RESTORATION

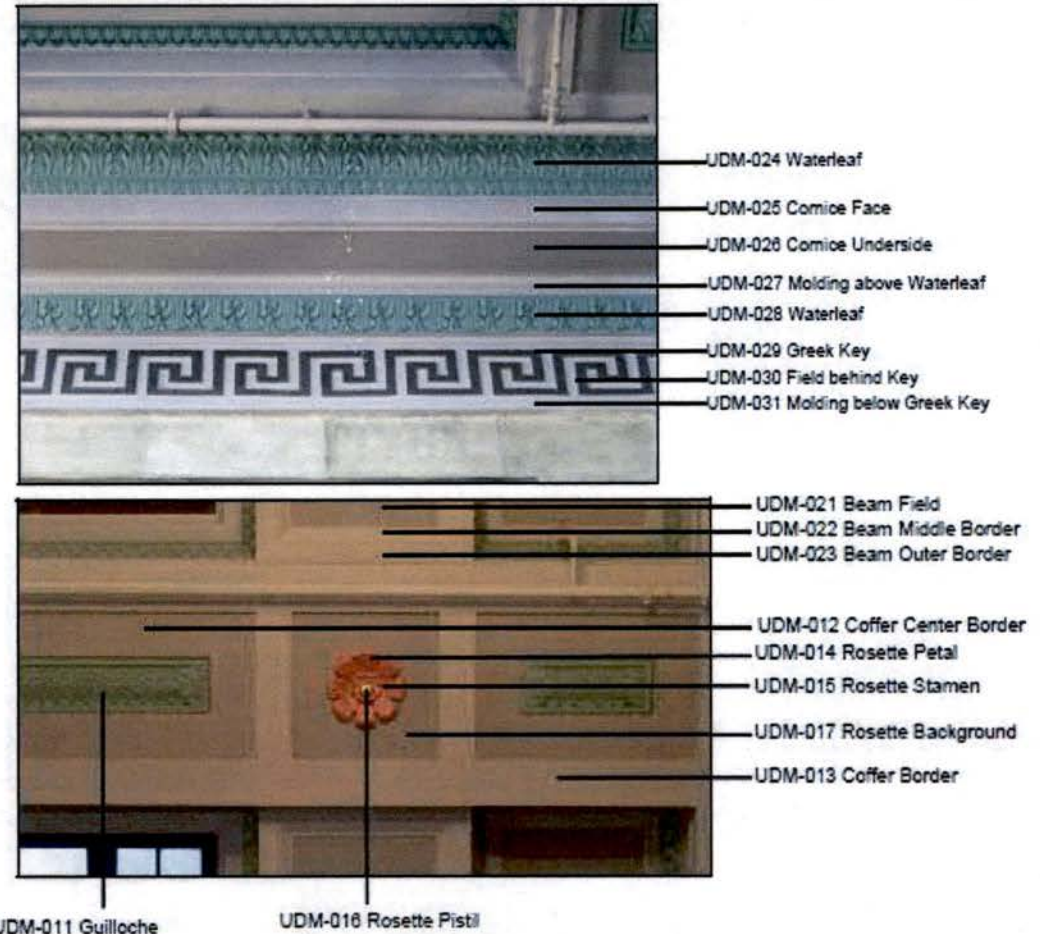


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THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



RESTORATION OF THE GREAT HALL

- Over 50 paint samples obtained throughout
- Observed under microscope and daylight simulation to obtain original color
- Conclusion: Yellowish gray base coat to match Benjamin Moore "Abingdon Putty" topped with translucent glaze matching Benjamin Moore "Tapestry Gold"



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PAINT CHROMOCHRONOLGY

CHROMOCHRONOLOGY

1. grayish yellow
2. yellowish gray
3. light yellowish brown glaze
4. light grayish yellowish brown
5. dark olive brown
6. light grayish brown
7. grayish brown
8. light grayish brown
9. grayish brown

**PRIMER/
FINISH**

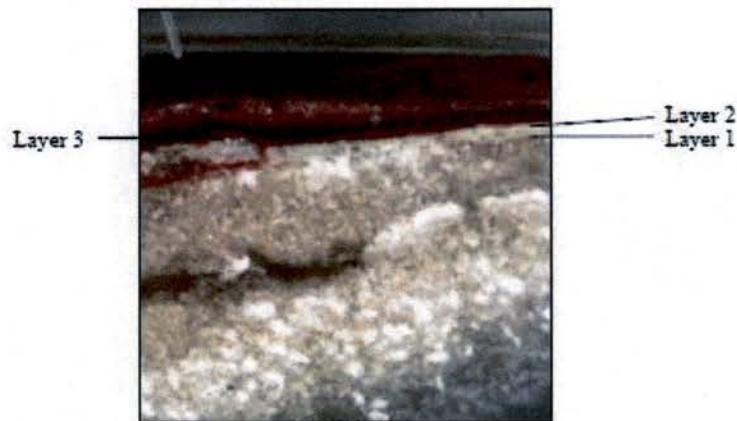
primer
base coat
top coat
primer
glaze
primer
finish
finish
finish

**COMMERCIAL
MATCH**

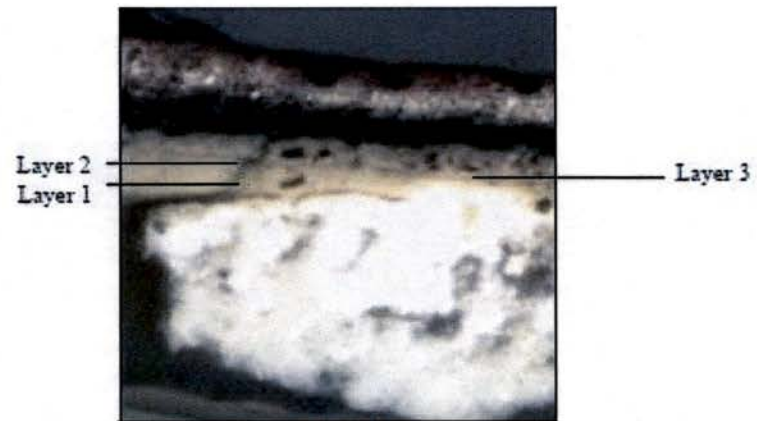
BM HC-29
BM HC-99
BM 2153-30

**MUNSELL
MATCH**

5Y 8/2
10Y 8.5/2
10YR 6/6



UDM-014

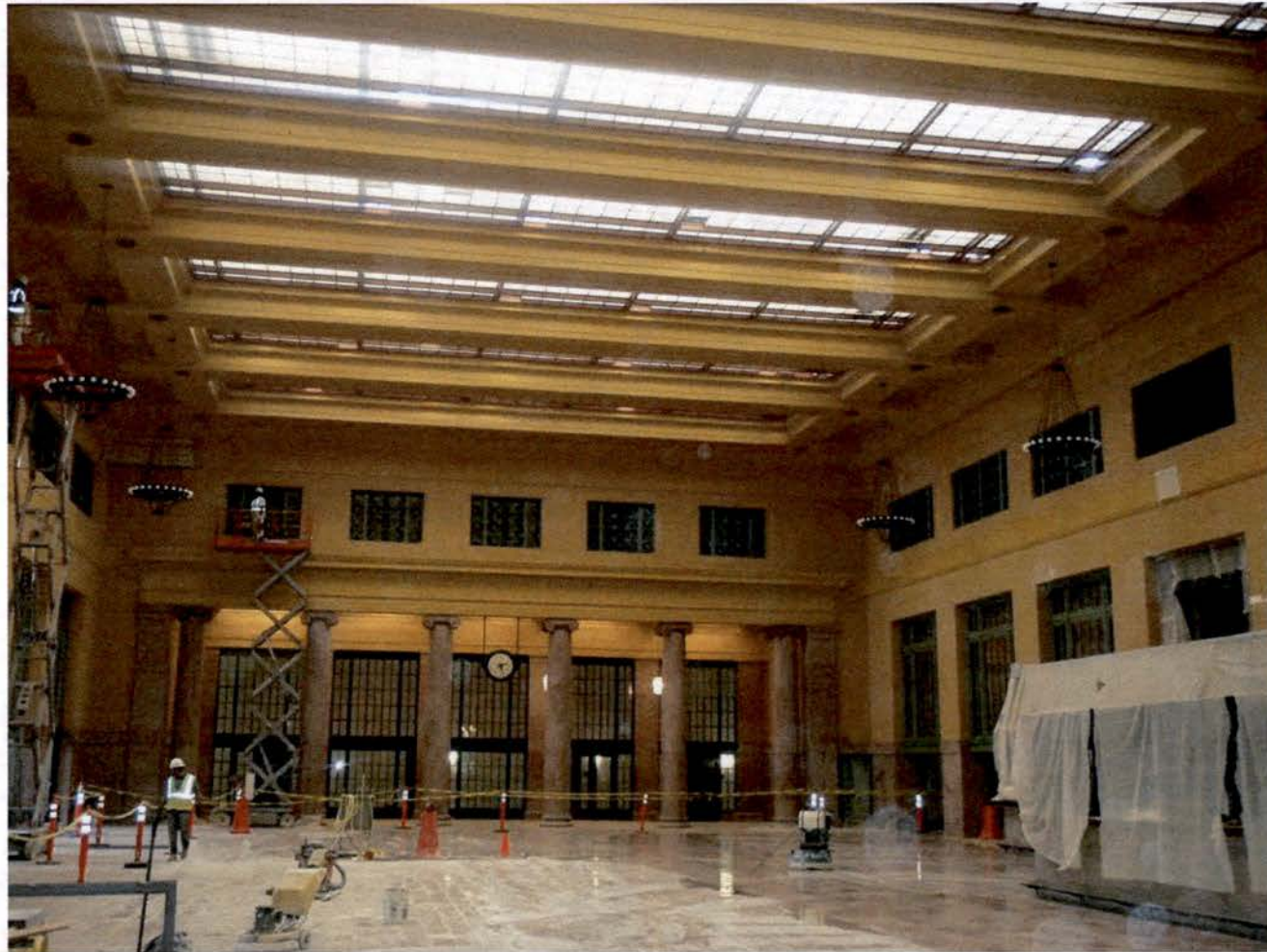


UDM-044

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RESTORATION OF THE GREAT HALL



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BUILDING PRESERVATION



Historic Platform/Stair Relocation

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BUILDING PRESERVATION



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A "SHOTGUN START"



A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



TRAIN DECK RESTORATION

- 478 Columns to restore
- Over 30,000 SF of deck replacement



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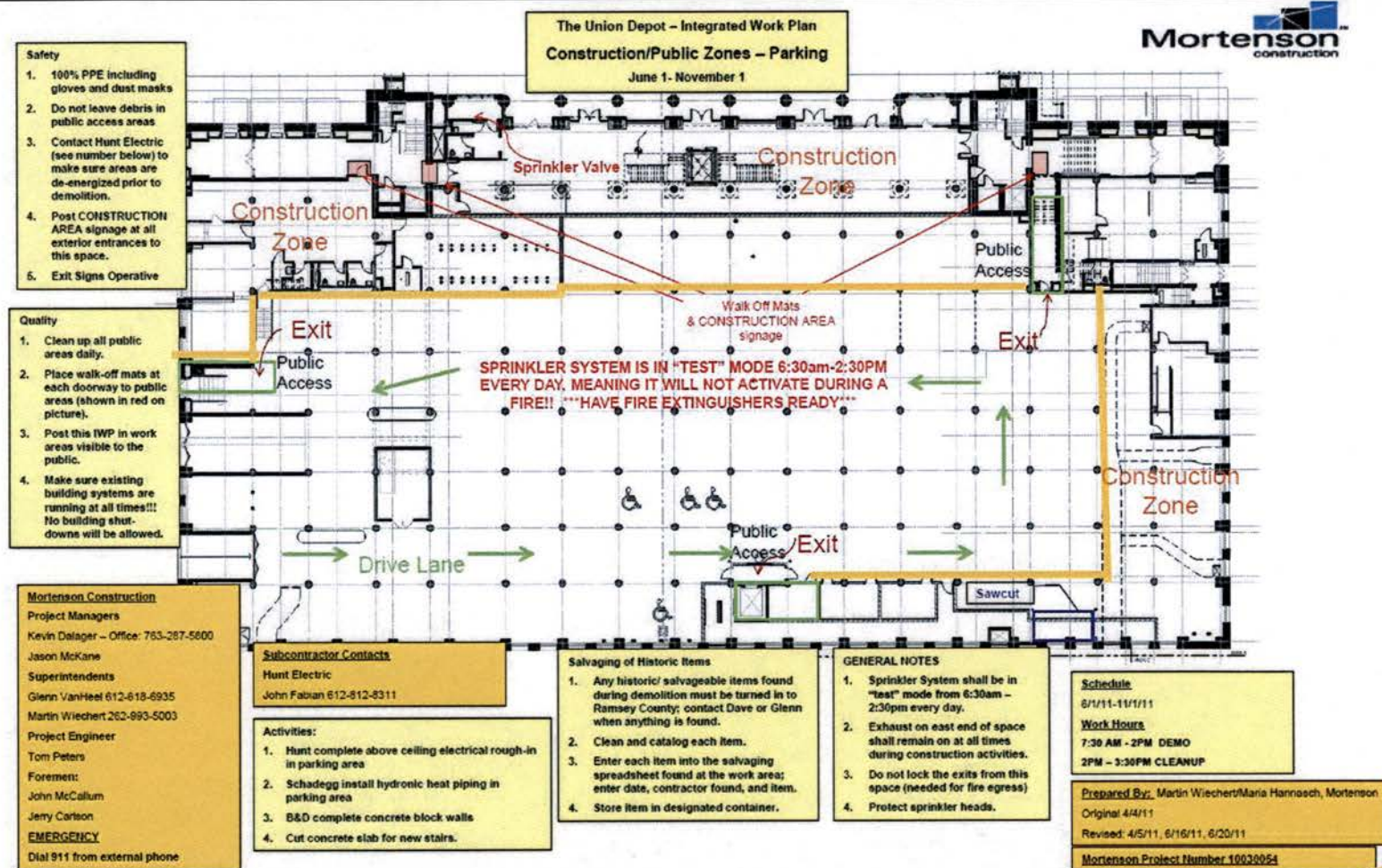
TRAIN DECK RESTORATION



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COMMUNICATING THE WORK



A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



61 PERCENT COMPLETE, AS OF FEB. 2012



Photo Courtesy of Mike Hazard

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THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB



UNION DEPOT

Dan Mehls – Mortenson Construction

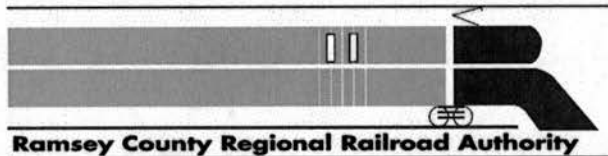
Michael Bjornberg – HGA Architects and Engineers

Greg Brown – URS



A HISTORIC RENOVATION IN A NEW ERA OF TRANSPORTATION
THE UNION DEPOT MULTI-MODAL TRANSPORTATION HUB





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

REGIONAL RAILROAD AUTHORITY MEETING

April 10, 2012

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

.....
ROLL CALL and Call to Order

AGENDA of the April 10, 2012 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the April 3, 2012 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Union Depot Renovation Project Term Sheet with BNSF Railway

Board Action Requested:

- 1) Approve the Term Sheet between the Ramsey County Regional Railroad Authority and BNSF Railway
- 2) Authorize the Chair to execute the Term Sheet on behalf of the Ramsey County Regional Railroad Authority

2. Engineering agreement with BNSF Railway

Board Action Requested:

- 1) Approve the Preliminary Engineering Agreement with BNSF Railway for the completion of track and signal design for the switch on the southeast leg of the wye to the east of the Depot, to be completed by May 31, 2012, in an amount not to exceed \$47,000.
- 2) Authorize the Chair to execute the agreement on behalf of the Ramsey County Regional Railroad Authority.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

April 3, 2012

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker (late), Reinhardt, McDonough – 6. Absent: Rettman- 1. Also present were Julie Kleinschmidt, County Manager and Kyle Thomas, Director, Civil Division, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 11:10 A.M.

AGENDA

Commissioner Carter moved approval of the Agenda of the March 20, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Bennett, Carter, Ortega, Reinhardt, McDonough – 5. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the March 13, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Bennett, Carter, Ortega, Reinhardt, McDonough – 5. Nays – 0.

(Commissioner Parker arrived at this point)

1. Union Depot Multi-Modal Transit and Transportation Hub Update

Dan Mehls, Mortenson Construction's Project Director for the Union Depot renovation project along with Jason McKane, Mortenson Construction, Michael Bjornberg, HGA and Greg Brown, URS presented the board with a project update.

[The PowerPoint presentation is on file with the Office of the Ramsey County Regional Railroad Authority]

Commissioner Parker asked if a grand opening celebration would take place in December 2012, which is when the project is scheduled to be completed.

Tim Mayasich, Director, Ramsey County Regional Railroad Authority, said plans are in the works for a grand opening event. A date is still being determined.

Mr. Mehls, Mortenson Construction, complimented the Ramsey County Regional Railroad Authority on this project and all of the new elements it provides to the community, such as the new plaza, the bike path connection, the new Kellogg Boulevard entrance, the Kellogg Boulevard corridor, the historic platform and the jobs that were created as a result of this project.

Commissioner Parker said the Mortenson team has done a fantastic job on this and that she can't wait to see it completed.

Chair McDonough asked each of the Mortenson team members to share one aspect of this unique project that will be most memorable to them as they move on to other projects.

Mr. Bjornberg said for him it is the client experience and the amount of work that took place by the Ramsey County Regional Railroad Authority prior to Mortenson starting on the project.

Mr. Brown said, from the engineering perspective, it's that this is a great centerpiece or showcase for multimodal transportation in the 21st Century.

Mr. McKane said as a native of St. Paul for him it's being a part of rebuilding this historic fabric.

Mr. Mehls said this was the broadest array of people he's worked with and that aspect has been most meaningful to him.

Commissioner Parker asked how many jobs were created by this project.

Mr. Mehls said over 2,000 jobs were created by this project. He said it's hard to calculate how many jobs were created offsite and their rough rule of thumb is to double that number; therefore they feel this project created over 4,000 jobs, which is higher than the projections they had at the start of the project.

Commissioner Bennett asked how many parking spots the facility will have.

Mr. Brown said the under-deck has a little over 200 spaces and there are several hundred spaces east of Broadway. As far as the connection between the east Broadway parking lot and the Union Depot, there have been discussions about a shuttle bus. They also are looking at improving the sidewalk east of Broadway.

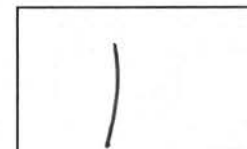
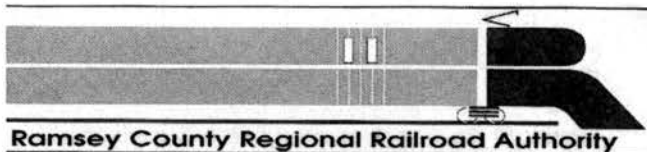
Commissioner Reinhardt commented that not only is this project being looked at nationally, she's also heard that it's also being looked at internationally because of its uniqueness.

CORRIDOR UPDATES

No updates were reported.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 11:45 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **04/10/2012**

Regional Railroad Authority Meeting Date: _____

SUBJECT: Union Depot Renovation Project Term Sheet with BNSF 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 Ramsey County Regional Railroad Authority and BNSF Railway
2. Authorize the Chair to execute the Term Sheet on behalf of the Ramsey County Regional Railroad Authority

SUBJECT: Union Depot Renovation Project Term Sheet with BNSF 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 were approved by the RCRRA, by resolution # R12-15, on March 13, 2012.

SUBJECT: Union Depot Renovation Project Term Sheet with BNSF Railway

ATTACHMENTS:

Union Depot Renovation Project Term Sheet between the RCRRA and BNSF Railway

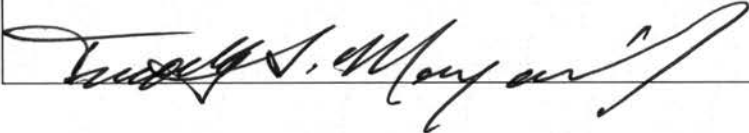
PREVIOUS ACTION:

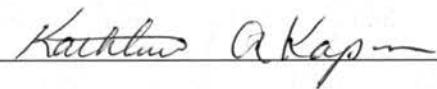
Resolution # R12-15 on March 13, 2012 - the RCRRA approved the Union Depot Renovation Project Term Sheets with Canadian Pacific Railway and Union Pacific Railway.

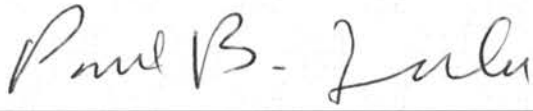
COUNTY MANAGER'S COMMENTS:

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 Sheet with BNSF 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: Union Depot Renovation Project Term Sheet with BNSF Railway

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has identified the
2 completion of The Union Depot Multi-Modal Transportation and Transit Hub ("Depot") as a high
3 priority and has expressed an interest in maximizing its development and economic output
4 potential; and

5
6 WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad
7 Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service;
8 and

9
10 WHEREAS, The Empire Builder will utilize BNSF Railway (BNSF), Canadian Pacific
11 Railway (CP), and Union Pacific Railroad (UP) track to access the Depot; and

12
13 WHEREAS, Accessing the BNSF, CP, and UP track will require capacity improvements so
14 that the Empire Builder can maintain on-time performance without negatively impact existing freight
15 operations; and

16
17 WHEREAS, The RCRRA has worked with BNSF, CP, and UP to develop a Union Depot
18 Renovation Project Term Sheet (Term Sheet) that identifies the capacity improvements necessary
19 to maintain on-time performance and mitigate the impact to freight rail operations; and

20
21 WHEREAS, A Term Sheets need to be executed between the RCRRA and BNSF, the
22 RCRRA and CP, and the RCRRA and UP to formalize the improvements and to allow final track
23 design and signal design to begin; and

24
25 WHEREAS, On March 13, 2012, by resolution number R12-15, the Ramsey County
26 Regional Railroad Authority approved the Term Sheets with CP and UP; Now, Therefore, Be It

27
28 RESOLVED, The Ramsey County Regional Railroad Authority approves the Union Depot
29 Renovation Project Term Sheet with BNSF Railway; and Be It Further

30
31 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
32 execute the Term Sheet on behalf of the Ramsey County Regional Railroad Authority.

March 15, 2012
Union Depot, St. Paul, Minnesota
Renovation Project

Term Sheet

BNSF Railway Company – Ramsey County Regional Rail Authority

This Term Sheet summarizes key provisions to be included in a future agreement between BNSF Railway Company ("BNSF") 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"), Canadian Pacific Railroad ("CP"), and BNSF (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 outline proposed operating parameters and terms under consideration by the parties for proposed 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 be entertained by RCRRA, Amtrak, and The Railroads, for access to The Depot, additional analysis would be necessary to identify the required improvements to allow for their access to The Depot.

In the event that Amtrak discontinues Empire Builder service, the parties contemplate RCRRA may, subject to mutual written agreement of the parties, pursue the provision of intercity passenger train service to The Depot on a service frequency comparable to the existing Empire Builder by another qualified operator, that has an agreement with the applicable railroad to use that railroads facilities.

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 BNSF do not intend 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. The parties contemplate possible execution of definitive agreements identified in Section H which may incorporate terms and concepts outlined in this Term Sheet. Should the Parties fail for any reason or no reason whatsoever 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 are proposed to 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, subject to each Railroad's agreement, but not including the Station 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 or proposed to be 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 are proposed to be located on RCRRA property in the Terminal Area. These tracks are identified as 'Track 1', 'Track 2', and 'Track 3' 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 or operated 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) and 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 projects nos. 091-595-023, 091-595-24, and 091-525-025 that was signed by UP, BNSF, CP, Amtrak, the Federal Railroad Administration, MNDOT, and the RCRRA dated February 7, 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 Track 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) is proposed to be installed on the west end of the Terminal Area that would connect the West Terminal Lead to the CP 1 track just west of the point where the existing Saint Paul Union Depot (“SPUD”) track turns south to cross the Robert Street Lift Bridge in the vicinity of the existing UP/CP crossover. The installation of this switch would facilitate more efficient access to the Terminal Area by Amtrak trains.
(Figure 1; Item 1).

East Terminal Lead – A power switch is proposed to be installed on the east end of the Terminal Area that would connect the East Terminal Lead to the SPUD track. The installation of this switch would improve access to the Terminal Area by Amtrak trains.
(Figure 1; Item 2).

Terminal Track – Two new terminal tracks are proposed to 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 is proposed to 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 would be subject to prior BNSF, CP, UP and Amtrak approval.

Tail Track -A Tail Track is proposed 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 would be a double slip switch, would 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 would 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 would not be connected to the west leg of the wye, or any other track, and would dead end. The purpose of the proposed Tail Track would be 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 is proposed to be provided east of the East Terminal Lead/SPUD switch that would allow railroad motor vehicles to cross both the SPUD track and the Tail Track, providing Railroad operating and maintenance personnel access to the SPUD, 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

CP1/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 1/SPUD Crossover will be replaced with #11 switches at their current locations.

This crossover replacement would be necessary to maintain existing freight routing options. Powering of the switches is not only necessary for the efficient movement of passenger trains, but would improve freight operations 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 is proposed to be reconstructed or replaced at its current location and powered. The reconstruction or replacement and powering of this switch would be necessary to avoid passenger trains having to stop while an employee detrains and manually operates the switch. The power switch would facilitate a more efficient movement of both passenger and freight trains through the wye and would 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, is proposed to be reconstructed or replaced and powered. The reconstruction or replacement and powering of this switch would 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 is proposed to 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 would 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 is proposed to be reconstructed or replaced and DTMF. The reconstruction or replacement and DTMF of this switch would 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 would reduce potential freight-passenger 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 is proposed to be relocated 100 feet to the west to satisfy current standards for the separating of switches. The crossover would 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 is proposed to 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 is proposed to be reconstructed as a consequence of installing the East Terminal Lead switch and reconstructing the Southwest Wye switch. This would 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 are proposed to be power or DTMF switches and equipped with snow melting devices.

B. Signal and Communications Modifications

1. CP-operated track

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

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

The connection and/or integration of these switches would 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 are proposed to 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 would require communication between UP and BNSF to regulate the flow of trains.

The following switch, which is currently operated by hand throw, would 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).

The connection and/or integration of these switches would 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 is proposed to be modified to power with 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 would require communication between UP and BNSF to regulate the flow of trains.

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

4. Positive Train Control

The Parties recognize the need to incorporate current Positive Train Control ("PTC") guidelines into The Project as applicable and in the event PTC is required to be installed and implemented, RCRRA shall install and implement PTC or cause PTC to be installed and implemented as part of The Project and such costs shall be funded by RCRRA as outlined in Section F. 1. of this term sheet.

C. Design and Construction

1. Mortenson Team

If the Project proceeds, RCRRA intends that 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 would also be responsible to consult with the Railroads on how designs are to be created, particularly for track. The Terminal Area specifications would need to 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 and BNSF, MNDOT and USDOT would need to review, inspect and approve any engineering as well as 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 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 Mortenson Team would require a right of entry permit from the controlling Railroad for any work on Railroad property.

2. Railroads General

The parties intend that if the Project proceeds, the engineering/design agreements would confirm which party will own, design, construct, operate and maintain the improvements outlined in this term sheet. This would 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

Subject to agreement of UP, it is proposed that UP would be responsible for engineering and final design of any signal and communications work on UP property.

UP is proposed to be responsible for engineering and final design of any track work on UP owned, dispatched, or controlled property

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

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

UP is proposed to 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 is proposed to 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

Subject to agreement of CP, CP is proposed to be responsible for engineering and final design of any signal and communications work on CP property.

CP is proposed to be responsible for engineering and final design of any track work on CP owned, dispatched, or controlled property

CP is proposed to 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 would work with UP to complete removal of the existing CP 1/SPUD Crossover and installation of the new CP 1/SPUD Crossover and its integration into the CP signaling and dispatch system.

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

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

CP is proposed to 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 is proposed to be responsible for engineering and final design of any signal and communications work on BNSF property.

BNSF is proposed to be responsible for engineering and final design of any track work on BNSF owned, dispatched, or controlled property.

BNSF is proposed to 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. BNSF's continued use of the Southeast Wye switch for its freight operations shall not be diminished or impaired in any way as a result of this Project.

6. Construction Staging

Construction and implementation of track, signal and communications equipment is proposed to 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 on 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 would 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. 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 is proposed to be designed such that the Empire Builder under its current and projected configurations would 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 are proposed to be responsible for switching in the Terminal Area either by performing these functions directly or arranging for these services to be provided in consultation and agreement with the Railroads.

3. Switching Procedures

Switching that occurs in the Terminal Area would not utilize or foul the adjacent Class I mainline tracks and would not block access for arriving and departing trains. The clear track length between the East and West Terminal Lead switches would 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 are proposed to be developed to preserve existing road access to the main lines for maintenance and train crews.

5. Maintenance

RCRRA would be responsible for maintenance of The Depot to be performed in a good and workmanlike manner.

RCRRA would be responsible, at no expense to BNSF, for maintenance of track, signal and communications systems (including PTC systems) and utilities within the Terminal Area either by performing these functions directly or arranging for these services to be provided by a qualified contractor, all in consultation with the Railroads.

BNSF is proposed to be responsible for maintenance of track, signal and communications systems located on BNSF property.

All improvements are proposed to be maintained at the same 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 would need to 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 proposes to be responsible for all costs associated with the design and construction of the track, signal and communications modifications (including PTC installation, as needed) outlined in this document.

All Railroad expenses for participation in engineering and final design and other project planning are proposed to be a reimbursable expense paid for by RCRRA. This expense would be further defined 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 would review and approve designs prepared and force account costs advanced by BNSF.

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 BNSF would allow Amtrak access to The Depot pursuant to any existing operating agreement, or their successor agreements. RCRRA anticipates access for Amtrak, or a successor passenger rail traffic service, being provided for a period of not less than 20 years from the date the Depot Project is placed in service.

It is proposed that passenger rail traffic would receive priority on the Terminal Tracks.

Note: The longest Empire Builder trains projected by Amtrak (1,740 feet) could 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 BNSF are proposed:

1. Engineering Agreement 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 BNSF construction and subsequent maintenance of the planned improvements on BNSF property.
3. Amtrak/BNSF Operating Agreement An operating agreement or an amendment to an existing operating agreement between Amtrak and BNSF would be 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 admittee. 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, UP and CP for any changes contemplated to the Hoffman Avenue Interlocker as a result of this Project.
6. Dispatch Protocol Agreement
An agreement or agreements between Amtrak, UP, CP, and BNSF to cover the dispatching of passenger trains into and out of the Terminal Area.
7. SPUD Agreement
An amendment to the St Paul Union Depot (SPUD) Agreement among UP, CP and BNSF to codify the new and/or changed infrastructure and track alignments and the agreed upon future use of the facilities among UP, CP, BNSF and now Amtrak.

I. Construction Schedule

1. Final Designs Complete
Final Terminal Track design plans are proposed to be prepared by the Mortenson team under the direction of RCRRA and approved by USDOT. These final design plans would be expected to be available by February 10, 2012.

Final track design and signal/communications plans for track owned, dispatched, or controlled by BNSF will be prepared by BNSF.

Final track design and signal/communications plans for track owned, dispatched, or controlled by CP will be prepared by CP.

Final track design and signal/communications plans for track owned, dispatched, or controlled by UP will be prepared by UP.
2. Design, Construction & Maintenance Agreements Executed
These agreements would be proposed to 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, BNSF will complete the signal and communications design.

The foregoing is a nonbinding outline of the parties' intent as understood by the parties as of the date executed below:

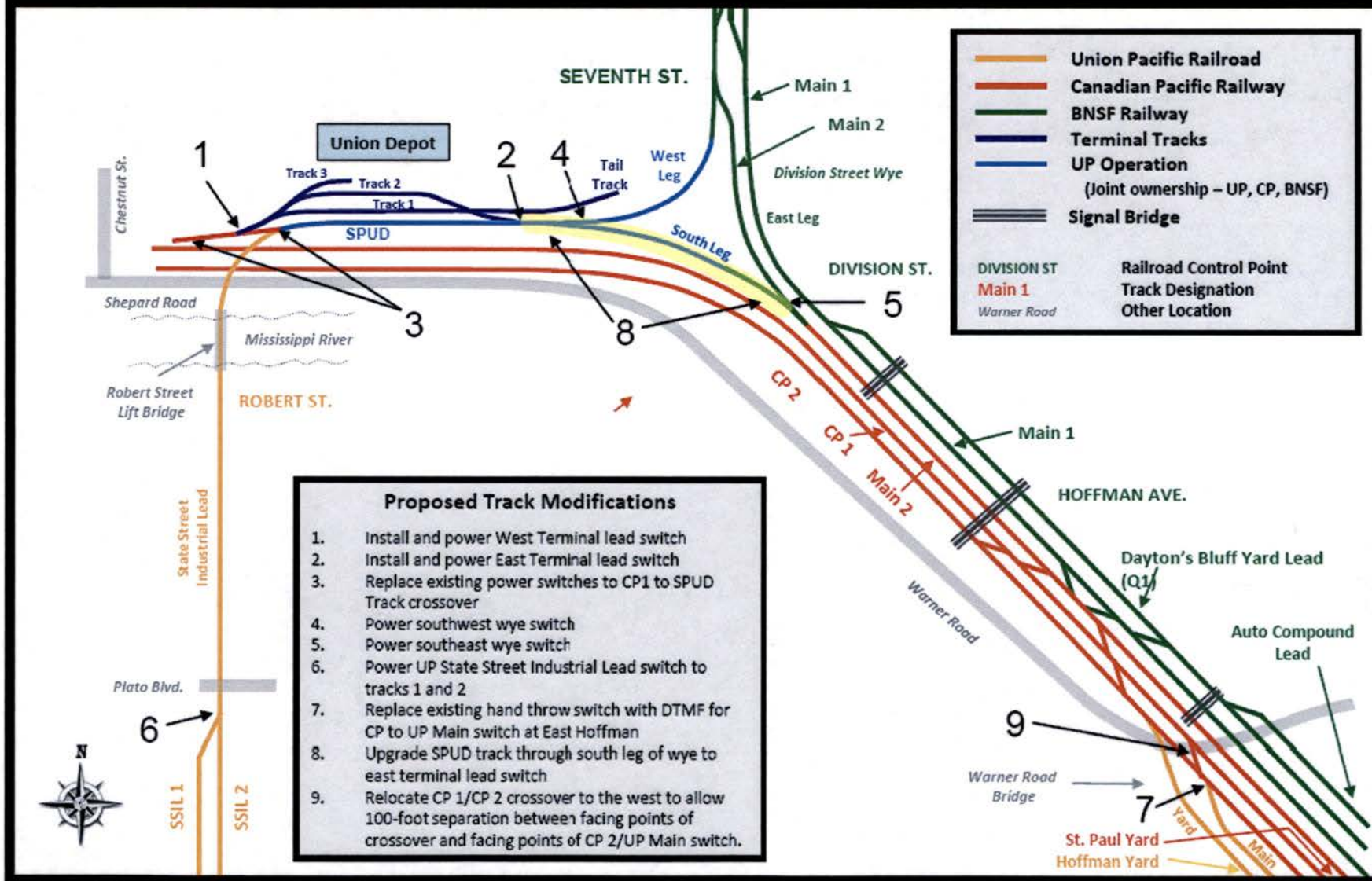
Signature and Date

Name: _____
Title: _____
Ramsey County Regional Railroad
Authority

Signature and Date

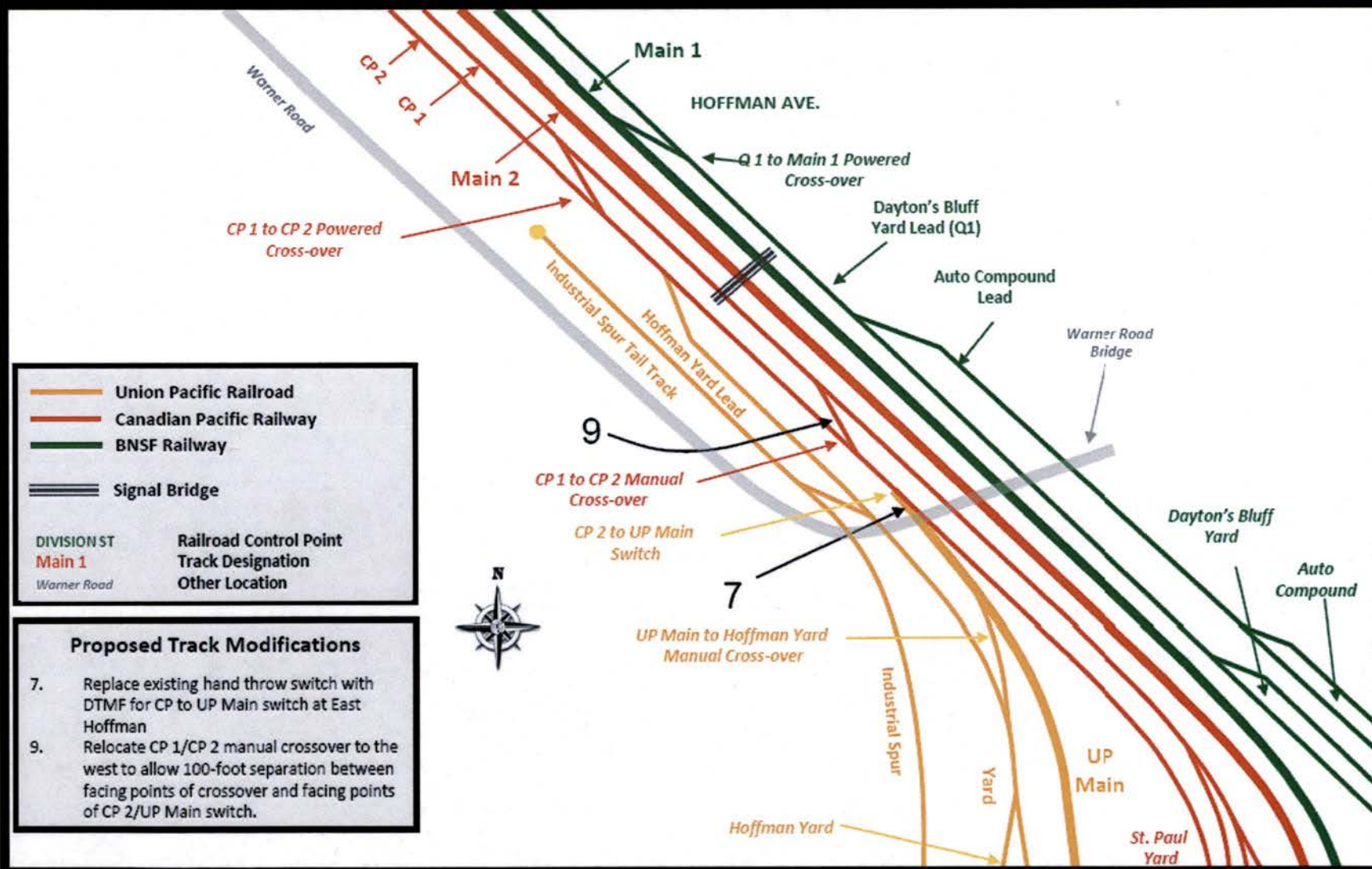
Name: _____
Title: _____
BNSF Railway Company

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



[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



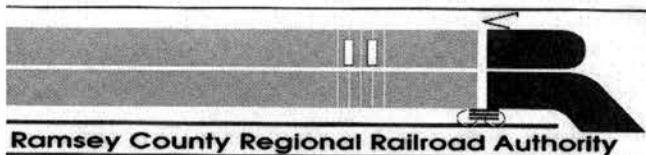
(Note: All power and snow melter equipment switches will be integrated with the appropriate railroad's signaling and central dispatch system. The specific modifications to the signal system associated with these improvements have not been identified.)

Figure 3
Union Depot Railroad Approval Layout Set

(Figure 3 is included in Figure 1 of the Preliminary Engineering Agreement)

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3-15-12



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 04/10/2012

Regional Railroad Authority Meeting Date: _____

SUBJECT: Engineering agreement with BNSF 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 Preliminary Engineering Agreement with BNSF Railway for the completion of track and signal design for the switch on the southeast leg of the wye to the east of the Depot, to be completed by May 31, 2012, in an amount not to exceed \$47,000.
2. Authorize the Chair to execute the agreement on behalf of the Ramsey County Regional Railroad Authority.

SUBJECT: Engineering agreement with BNSF 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:

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.

* The Engineering Agreement with Union Pacific Railway was approved by the RCRRA on March 20, 2012, by resolution # R12-19.

***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 BNSF Railway

ATTACHMENTS:

Preliminary Engineering Agreement between the RCRRA and BNSF Railway

PREVIOUS ACTION:

Resolution # R12-19 on March 20, 2012 - the RCRRA approved the Engineering Agreement with Union Pacific Railway.

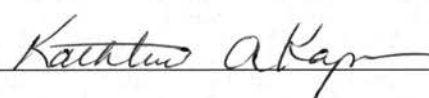
Resolution # R12-16 on March 13, 2012 - the RCRRA approved the Engineering Agreement with Canadian Pacific Railway.

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 BNSF 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 BNSF Railway

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion
2 of The Union Depot Multi-Modal Transportation and Transit Hub ("Depot") as a high priority and
3 has expressed an interest in maximizing its development and economic output potential; and
4

5 WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad
6 Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service;
7 and
8

9 WHEREAS, The Empire Builder will utilize BNSF Railway (BNSF), Canadian Pacific
10 Railway (CP), and Union Pacific Railroad (UP) track to access the Depot; and
11

12 WHEREAS, Accessing the BNSF, CP, and UP track will require capacity improvements so
13 that the Empire Builder can maintain on-time performance without negatively impact existing freight
14 operations; and
15

16 WHEREAS, The Ramsey County Regional Railroad Authority has worked with BNSF, CP,
17 and UP to develop and execute a Union Depot Renovation Project Term Sheet (Term Sheet) with
18 each railroad that identifies the capacity improvements necessary to maintain on-time performance
19 and mitigate the impact to freight rail operations; and
20

21 WHEREAS, The BNSF, CP, and UP each require the execution of a second agreement to
22 bind the parties allowing final track design and signal design can begin; and
23

24 WHEREAS, Per the agreements, the Ramsey County Regional Railroad Authority will
25 provide funds to each railroad for the work necessary to complete final track design and signal
26 design; and
27

28 WHEREAS, On March 13, 2012, by resolution number R12-16, the Ramsey County
29 Regional Railroad Authority approved the engineering agreement with CP in an amount not to
30 exceed \$650,000; and
31

32 WHEREAS, On March 20, 2012, by resolution number R12-19, the Ramsey County
33 Regional Railroad Authority approved the engineering agreement with UP for an estimated amount
34 of \$400,000, Therefore, Be It
35

36 RESOLVED, The Ramsey County Regional Railroad Authority approves the Preliminary
37 Engineering Agreement with the BNSF Railway for the completion of track and signal design for
38 the switch on the southeast leg of the wye to the east of the Depot, to be completed by May 31,
39 2012, in an amount not to exceed \$47,000; and Be It Further
40

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

PRELIMINARY ENGINEERING AGREEMENT

Empire Builder Service, St Paul, MN

THIS PRELIMINARY ENGINEERING AGREEMENT ("**Agreement**") is made and entered into as of _____ (the "**Effective Date**") by and between BNSF RAILWAY COMPANY ("**Company**"), and Ramsey County Regional Railroad Authority (RCRRA) ("**Agency**").

RECITALS

1. Agency has requested Company to prepare cost estimates for – track and signal modifications and other improvements necessary to accommodate Amtrak Empire Builder Service into Union Depot in Saint Paul; and

2. In order to prepare such cost estimates the Company must have preliminary track and signal engineering plans prepared for such improvements; and

3. The Company and the Agency agree that the preparation of, and payment for, the preliminary engineering plans for the proposed improvements does not constitute any form of commitment or understanding on the part of either party that expanded passenger rail service incorporating the Union Depot in Saint Paul is feasible or any form of agreement on construction of any improvements or on the possible implementation of any other aspect of the passenger rail service beyond the specific obligations undertaken in this Agreement; and

4. The Agency, pursuant to Minnesota Statutes Section 398A.04, is authorized to enter into an agreement with the Company for the work.

5. The RCRRA, BNSF, Canadian Pacific Railway (CP), Union Pacific Railroad (UP), 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 February 7, 2012, marked **Figure 1** and attached hereto and hereby made a part of.

6. The RCRRA and BNSF have signed a Term Sheet dated _____

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.

CONTRACT

1. RECITALS

1.1 The foregoing recitals are incorporated into this Agreement.

2. WORK PERFORMANCE AND TIME SCHEDULE

2.1 The Company agrees to undertake a project involving the development of preliminary engineering and cost estimates (hereinafter referred to as "**Project**") for prospective improvements (hereinafter referred to as "**Capital Improvements**") which may be required in order for Amtrak Empire Builder Service to access Union Depot in Saint Paul. These improvements are located in Saint Paul, Minnesota. The Project generally consists of preliminary engineering and cost estimates of modifications required to accommodate the Amtrak Empire Builder Service and include the installation of a new turnout and signal changes that will allow that turnout to be power, as well as the installation of the corresponding control signals. The required signal changes included in the design scope are:

1. Installation of Power Switch with Heater
2. Replacement of existing two track cantilever signal with a three track signal bridge.
3. Installation of double headed west bound signal on new bridge
4. Installation of two single headed east bound ground signals
5. Installation of ring 10 approach track circuit.
6. Installation of signal driver and track driver.

2.2 The Agency and the Company agree to perform the Project with the following understanding: (1) the work associated with at grade crossings, if applicable, will comply with Minnesota Department of Transportation Standard Specifications for Highway

construction at grade crossings as applicable; and (2) time is of the essence in this Agreement. Company will complete the Project within 60 days after execution and delivery of this Agreement by both parties, subject to force majeure and other circumstances beyond the reasonable control of Company. No separate notice to proceed from Agency shall be required for Company to commence work on the Project.

2.3 Company's Project tasks (hereinafter referred to as **Tasks**) are defined as follows:

- i. Share design information as it is completed to the Agency as needed to support the Agency's consideration of the Amtrak Empire Builder Service proposal.
- ii. The Company shall provide to the Agency three hard copies of all final plan documents and reports in English units and also provide all documents in electronic format. All engineering drawings shall be in CADD format (Microstation V8) using the State of Minnesota's CADD Standards (see: <http://www.dot.state.mn.us/caes/cadd/>), and reports shall be in Microsoft Word and Excel.
- iii. The Project will not include evaluation of any required mitigation or condition that may be needed for the Capital Improvements.
 1. The Company maintains the right, in its sole discretion, to accept or reject any required mitigation or other condition that the Agency may identify as potentially being needed for the Capital Improvements should such Capital Improvements ever be constructed as part of the passenger rail service and that would require permits to be obtained prior to beginning of such potential Capital Improvement work;
 2. If the Company unilaterally rejects any or all of the potentially legally required mitigation measures or conditions of permits for Capital Improvements, the Agency and the Company shall meet to discuss feasibility of redesigning or relocating the Capital Improvements to eliminate the need for the required mitigation.

2.4 The Project will follow the applicable guidance provided in the Term Sheet attached as Exhibit A. Upon completion of the Project, all plans and related documentation delivered to Agency as stated above shall remain the property of the Company but the Agency will have license to use such plans and related documentation.

3. REIMBURSEMENT

3.1 For the work to be performed by the Company under Article 2 of this Agreement, the Agency shall reimburse all costs incurred by the Company up to a maximum reimbursement of \$46,785.00 . Company will provide an invoice to Agency upon completion of the Project setting forth in reasonable detail the costs incurred by Company on the Project. Agency shall pay Company for amounts shown in the invoice within 30 days.

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

4. TERMINATION

4.1 Agency represents that it has funding available up to the amount set forth in Section 3. Agency may immediately terminate this Agreement upon written notice to the Company but Agency will remain obligated for any costs incurred by Company prior to the effectiveness of such termination, including any termination fees Company may be obligated to pay subcontractors.

5. AUDIT

5.1 The Company shall maintain complete and accurate records with respect to services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, The Company shall allow the Agency or other persons or agencies authorized by the Agency, including the Legislative Auditor or the Minnesota State Auditor, access to the records of the Company at reasonable hours, including all books, records, documents, and procedures

and practices of the Company relevant to the subject matter of the Agreement, for purposes of audit.

6. AMENDMENT

6.1 By mutual approval, this Agreement may be amended to extend the time and supplement funding. This Agreement is not intended to be construed as approval or commitment to cause actual construction of any or all of the Capital Improvements.

7. TERM OF AGREEMENT

7.1 This Agreement will expire on May 31, 2012, unless extended by mutual agreement of the parties or terminated earlier under the terms of this Agreement.

8. DATA PRACTICES

8.1 The Company and the Agency must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Agency under this Contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Company under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Company or Agency. If the Company receives a request to release the data referred to in this Clause, the Company must immediately notify the Agency. The Agency will give the Company instructions concerning the release of the data to the requesting party before the data is released.

9. WORK CHANGES

9.1 If it is determined by the parties that a change is required in work to be performed by the Company, pursuant to paragraph 2 above, such change will be authorized only by written amendment to this Agreement. Such amendment must be approved and executed prior to the performance of the work involved in the change.

9.2 Non-Conforming Services. The acceptance by the Agency of any non-conforming services under the terms of this Agreement or the foregoing by the Agency of

any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the Agency'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 Agency provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

10. NOTIFICATION

10.1 All correspondence and other notifications required herein shall be delivered to the following representatives at the following addresses:

The Company:

R. J. Boileau, P.E.
Assistant Vice President
Engineering Services
BNSF Railway Company
P. O. Box 961034
Fort Worth, Texas 76161-0034.

The Agency:

Mike Rogers
Senior Transportation Planner
Ramsey County Regional Railroad Authority
Suite 6560 RCGC-West
50 West Kellogg Blvd.
St Paul, MN 55102

11. CERTIFICATION REGARDING DEBARMENT, WORKPLACE AND LOBBYING REQUIREMENTS.

BNSF 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 B** entitled "Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying".

IN WITNESS WHEREOF, Agency and Company have entered into this Agreement as of
the Effective Date.

RAMSEY COUNTY REGIONAL
RAIL AUTHORITY:

Date: _____

ATTEST:

Date: _____

Approved as to form:

Assistant County Attorney

COMPANY:

BNSF RAILWAY COMPANY

By: _____

Name:

Title:

Date: _____

FIGURE 1
Union Depot Railroad Approval Layout Set

MINNESOTA DEPARTMENT OF TRANSPORTATION
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

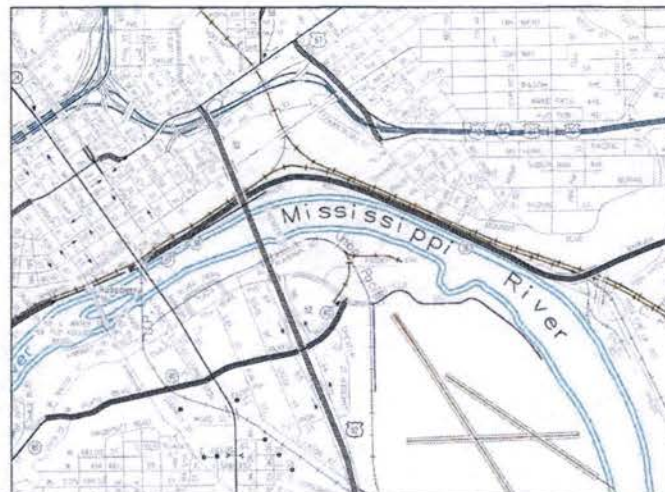
RAILROAD LAYOUT APPROVAL SET
PRELIMINARY FEB. 7, 2012 - SUBJECT TO FINAL DESIGN



CONSTRUCTION PLAN FOR UNION DEPOT PASSENGER RAIL SERVICE TRACK IMPROVEMENTS TO ACCOMMODATE 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

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 SPECIFICATIONS FOR CONSTRUCTION AND ARCHITECTURAL-ENGINEERING MANUAL, SHALL GOVERN. ALL TRAFFIC CONTROL SIGNS AND DEVICES SHALL CONFORM TO THE MNDOT, INCLUDING THE FIELD MANUAL FOR TRAFFIC CONTROL, ZONE LAYOUTS.



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 S. Brown
DATE: MAR. 18, 2011 MIN LIC. NO. 22814



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 Hoshoka
DATE: MAR. 18, 2011 MIN LIC. NO. 412660

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

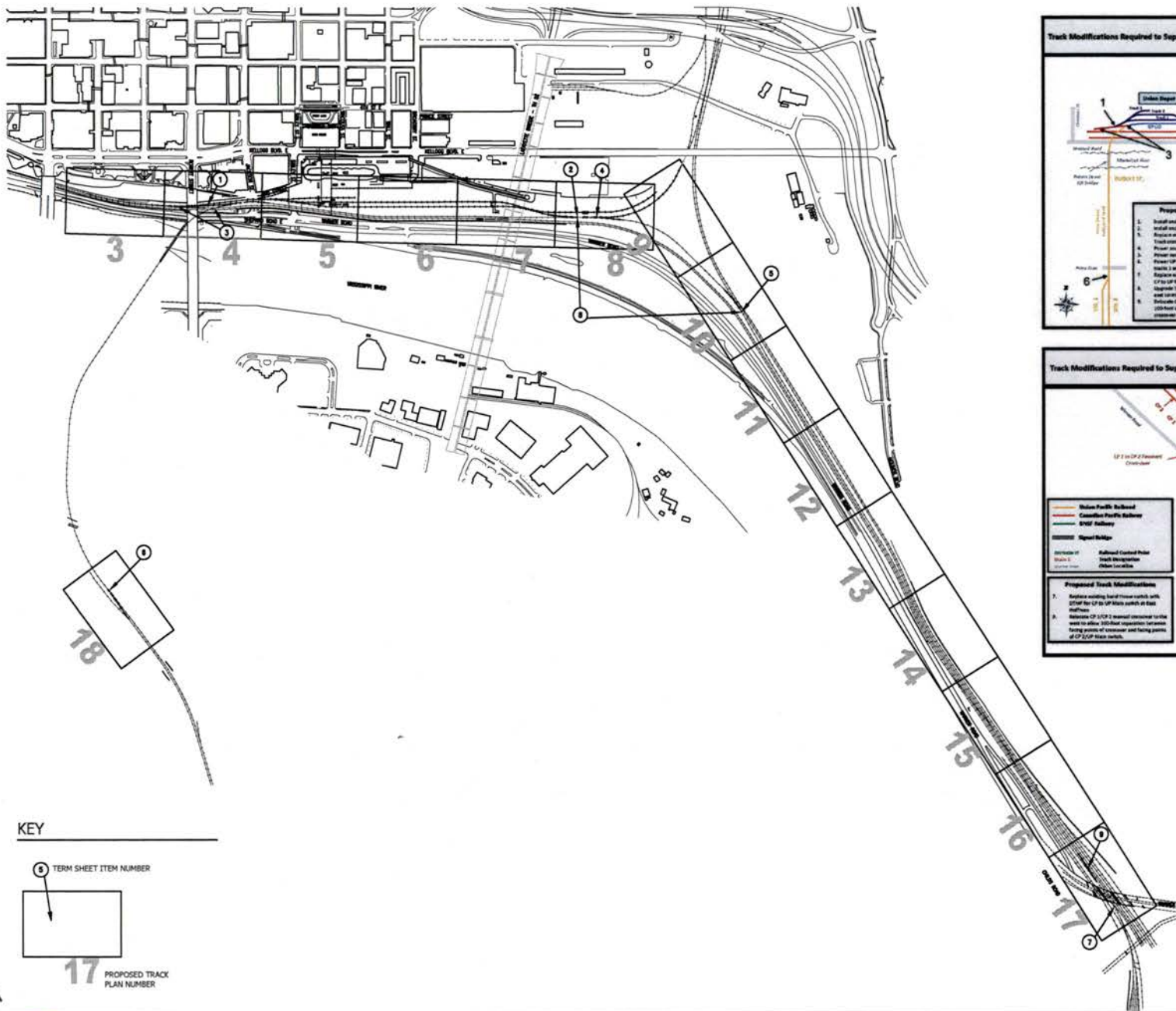
NAME _____
TITLE _____
SIGNATURE _____
REPRESENTING RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

**RAILROAD LAYOUT
APPROVAL SET**

COVER SHEET

SHEET 1
1

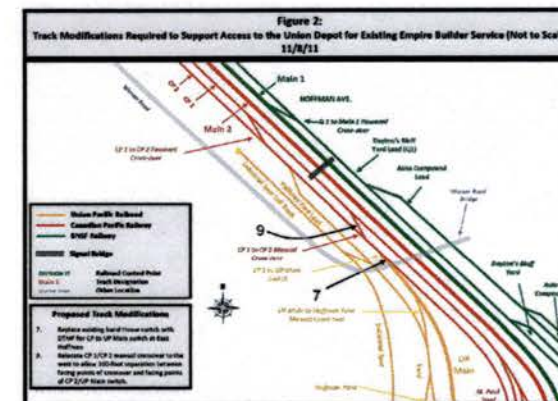
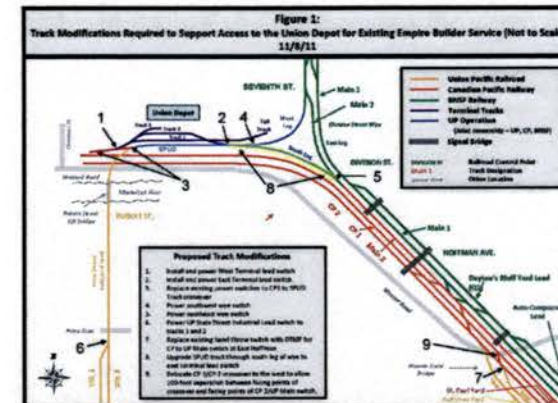


KEY

5 TERM SHEET ITEM NUMBER



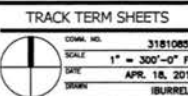
17 PROPOSED TRACK PLAN NUMBER



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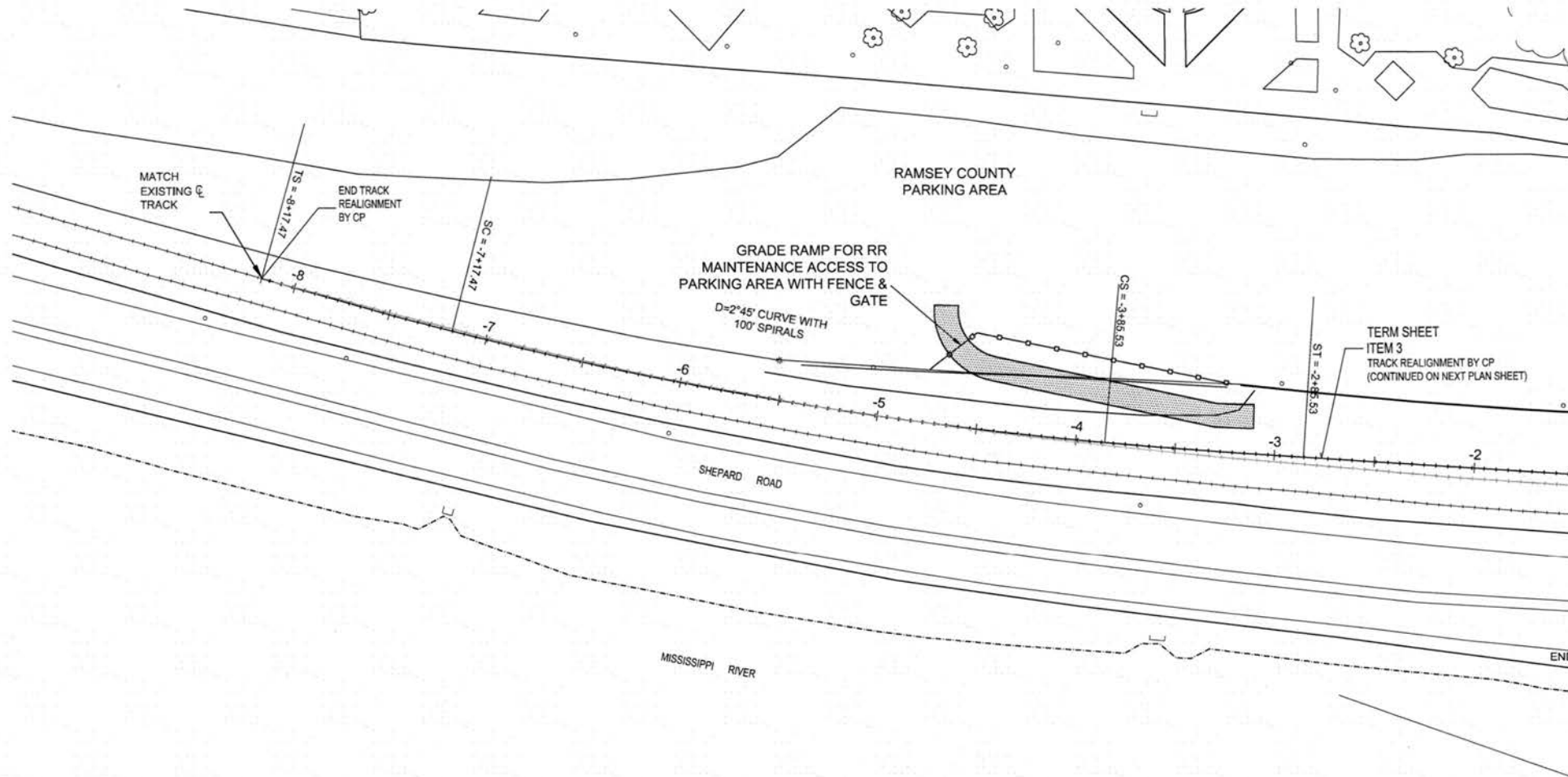
DATE: 11/8/11

REVISION HISTORY - THIS SHEET



TERM SHEET ITEMS
KEY PLAN

2



16



UNION DEPOT
ST. PAUL, MINNESOTA

Mortenson
construction

URS

TKDA
ENGINEERING - ARCHITECTURE - PLANNING

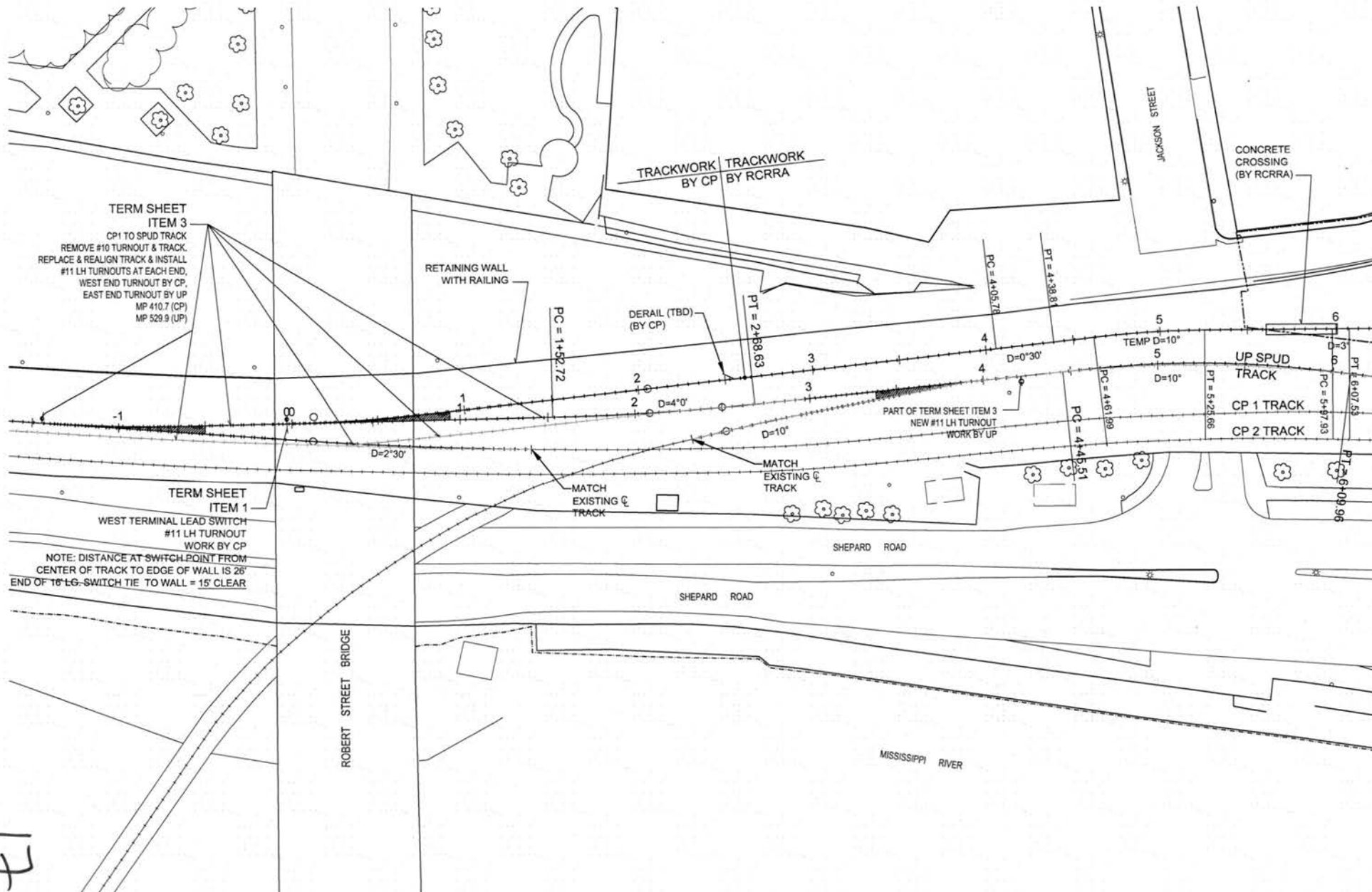
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Gregory S. Brown
DATE: AUG 18, 2011 MIN. LIC. NO. 22814

REVISION HISTORY - THIS SHEET
 A/16/2011 ISSUED PROPERTY ACCESS - URS
 A/16/2011 ISSUED AUG 18, 2011
 A/16/2011 ISSUED JAN 23, 2012

TRACK MODIFICATIONS
 CORAL NO. 31810056
 SCALE 1" = 50'-0" FS
 DATE AUG 18, 2011
 DRAWN BURRELL

PROPOSED TRACK PLAN

SP NO. 091-995-023
 SP NO. 091-995-024
 SP NO. 091-995-025



UNION DEPOT
 ST. PAUL, MINNESOTA

Mortenson
 construction

URS

TKDA
 DESIGNING • ARCHITECTURE • PLANNING

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 OR REPORT WAS PREPARED BY ME OR UNDER MY
 DIRECT SUPERVISION AND THAT I AM A DULY
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 LAWS OF THE STATE OF MINNESOTA.

GREGORY S. BROWN

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

8/18/2011 SHEDS PROPERTY ACCESS - URS
 REVISION 1
 REVISION 2
 REVISION 3

REVISION HISTORY - THIS SHEET

TRACK MODIFICATIONS

CONV. NO. 31810056

SCALE 1" = 50'-0" FS

DATE AUG 18, 2011

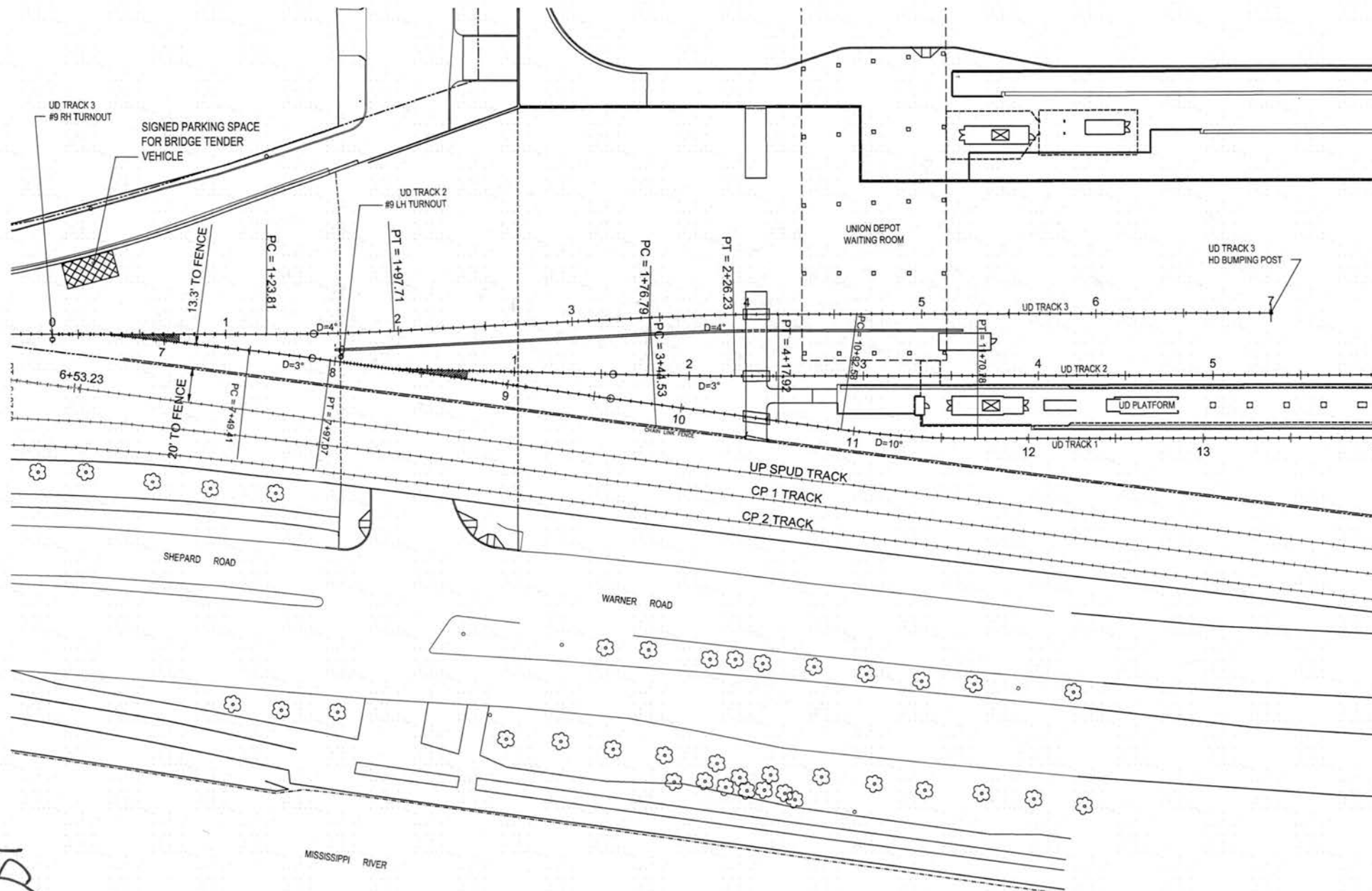
DRAWN BURRELL

PROPOSED TRACK PLAN

SP NO. 091-955-023
 SP NO. 091-955-024
 SP NO. 091-955-025

4

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

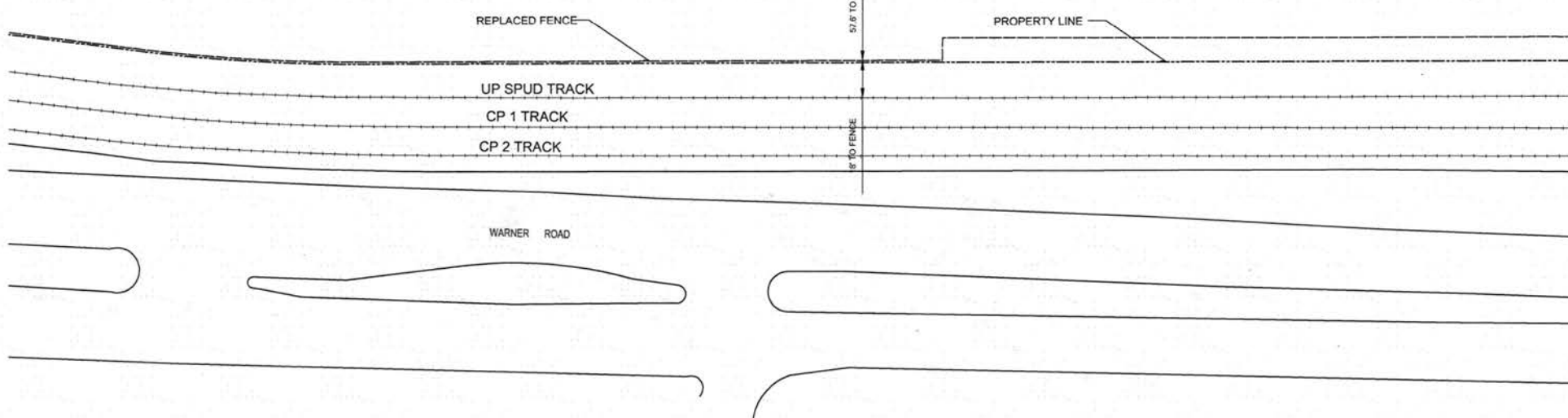
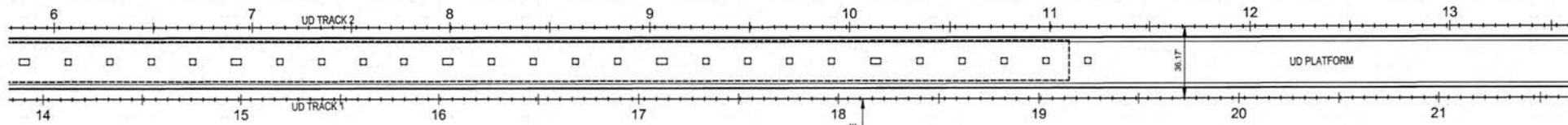
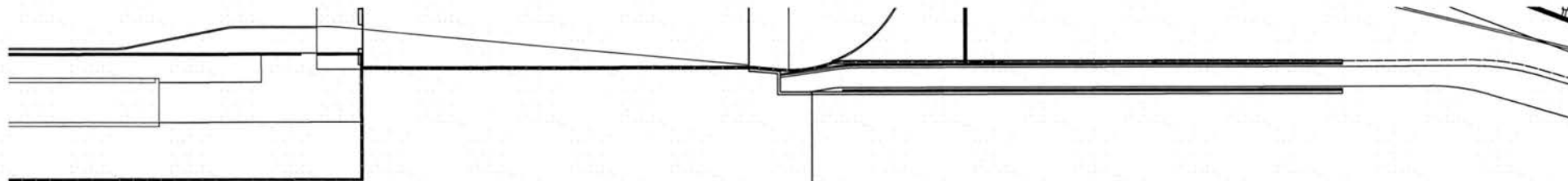


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GREGORY S. BROWN
DATE: AUG 18, 2011, BY: G.S.B. NO. 2007-1

REVISION HISTORY - THIS SHEET
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REVISION 080 13, 2011
REVISION 080 23, 2011

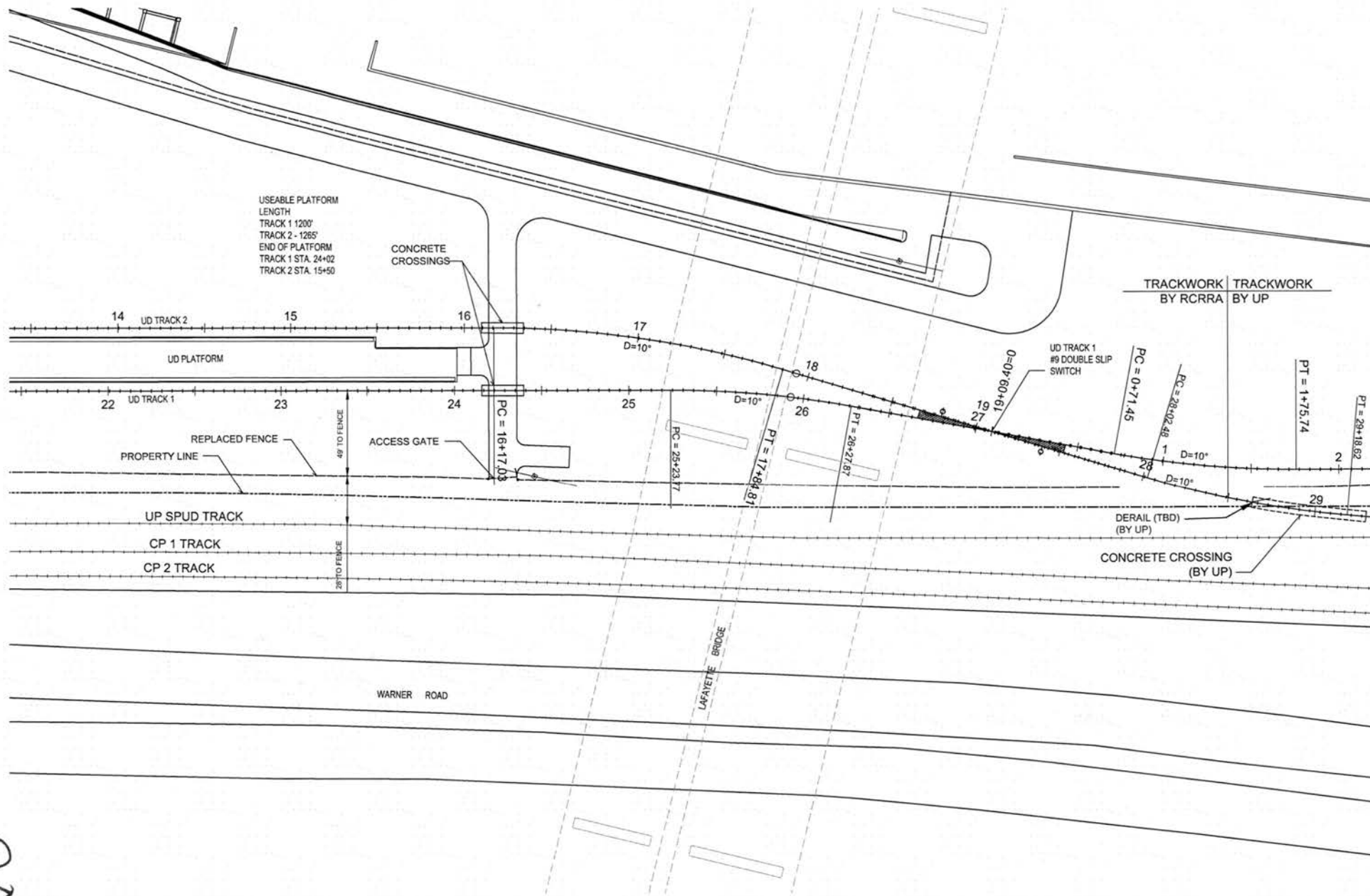
TRACK MODIFICATIONS
CONTRACT NO. 31810856
SCALE 1" = 50'-0" FS
DATE AUG 18, 2011
DESIGNER BURELL

PROPOSED TRACK PLAN
SP NO. 001-595-023
SP NO. 001-595-024
SP NO. 001-595-025
5



19

 UNION DEPOT ST. PAUL, MINNESOTA				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. <i>Gregory S. Brown</i> DATE: AUG 18, 2011 AM LIC. NO. 20814	6/16/2011 INLAND PROPERTY ACCESS - URS REMOVED 9/5/11, 2011 REMOVED 2/12/12, 2012 REVISION HISTORY - THIS SHEET	TRACK MODIFICATIONS CONTRACT NO. 31810856 SCALE 1" = 50'-0" FS DATE AUG 18, 2011 DESIGNER IBURRELL	PROPOSED TRACK PLAN SP NO. 091-595-023 SP NO. 091-595-024 SP NO. 091-595-025 6
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20



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



URS



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DATE: AUG 18, 2011 AM 10:00

REVISION	DATE	DESCRIPTION
1	8/16/2011	ISSUED PROPERTY ACCESS - UP
2	REVISION DED 15, 2011	
3	REVISION JUN 23, 2012	

TRACK MODIFICATIONS

SCALE: 1" = 50'-0" FS

DATE: AUG 18, 2011

DESIGN: BURRELL

PROPOSED TRACK PLAN

7



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GREGORY S. BROWN

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

REVISION HISTORY - THIS SHEET

TRACK MODIFICATIONS

COMM. NO. 31810854

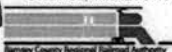
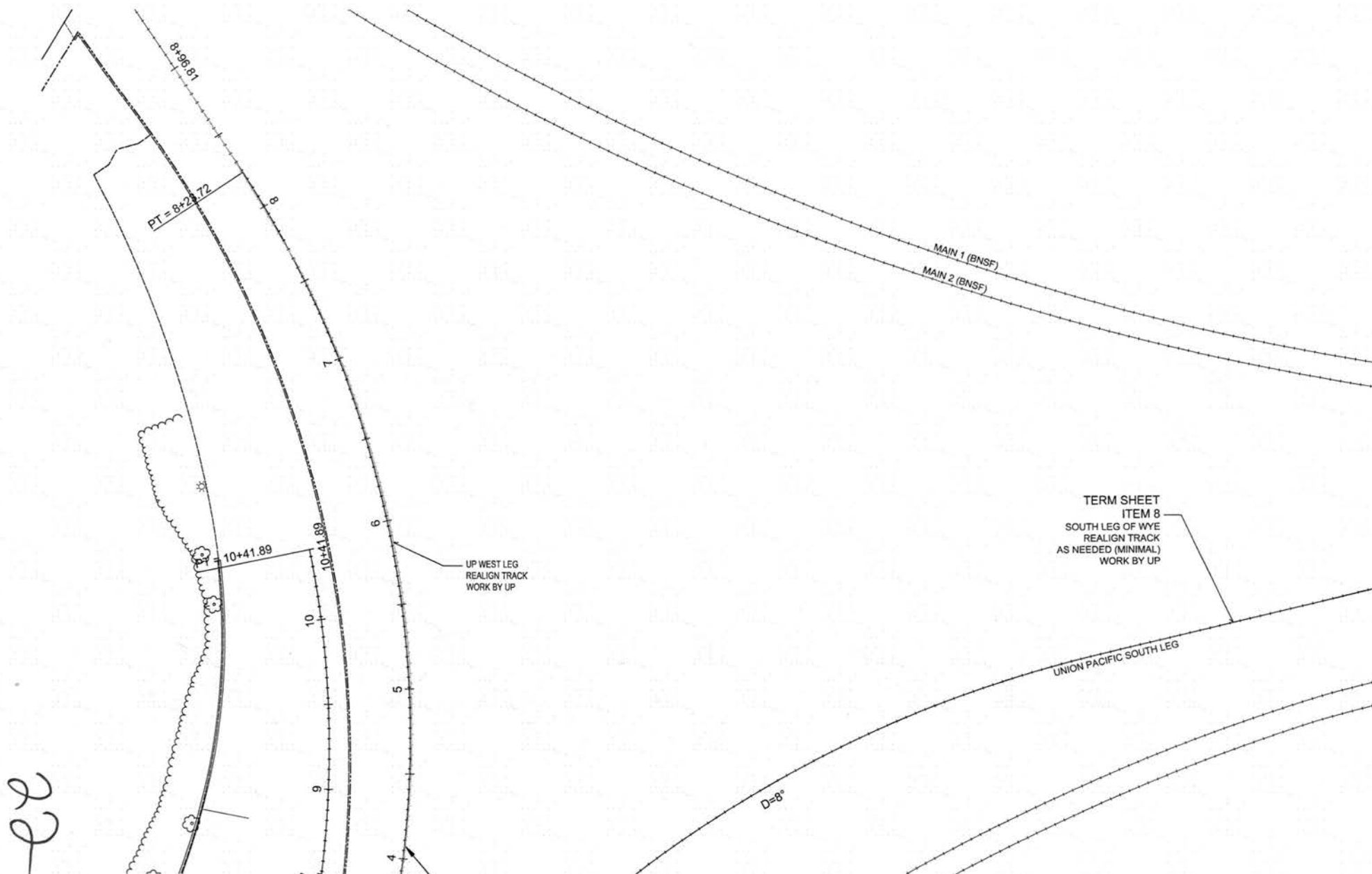
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DATE AUG 18, 201

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PROPOSED TRACK PLAN

8



DATE: AUG 15, 2001 NH LIC NO. 2201

REVISION HISTORY - THIS SHEET



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

C



SOUTH LEG OF WYE
REALIGN TRACK AS NEEDED
FOR NEW #11 GEOMETRY
- WORK BY BNSF

NOTE:
INSULATED JOINT LOCATION TO
SERVE AS DIVISION BETWEEN UP
AND BNSF TRACK

MAIN 2 (BNSF)

13 45

 $D = 7^{\circ}30'$
$$12 + 30.30$$

CANADIAN PACIFIC 1
CANADIAN PAC

$$\pi = 13 + 42.38$$

WARNER ROAD



Mortenson
construction

URS**TKDA**
ENGINEERING • ARCHITECTURE • PLANNING

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


GREGORY S. BROWN

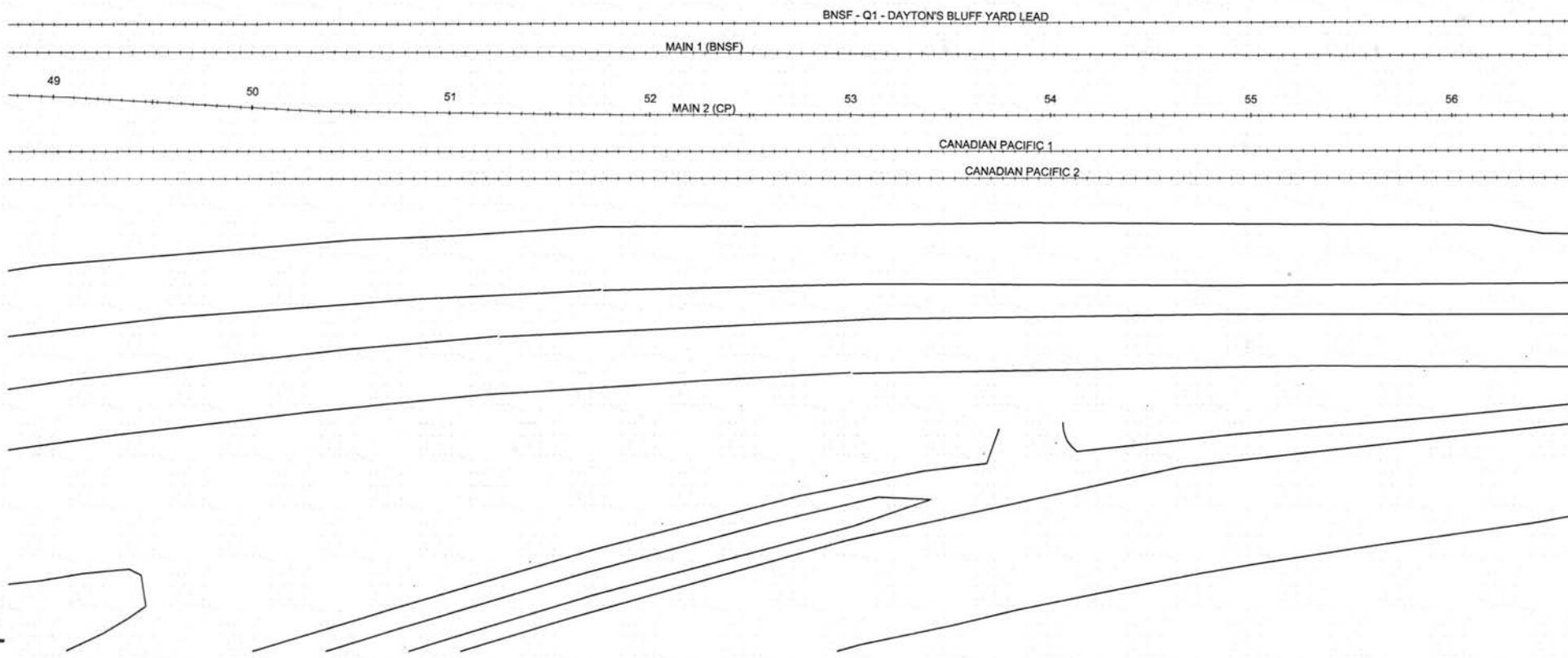
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REVISION HISTORY - THIS SHEET

TRACK MODIFICATIONS

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SCALE 1" = 50'-0" F.S.
DATE AUG 18, 201
DRAWN (BLURR)

PROPOSED TRACK PLAN



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



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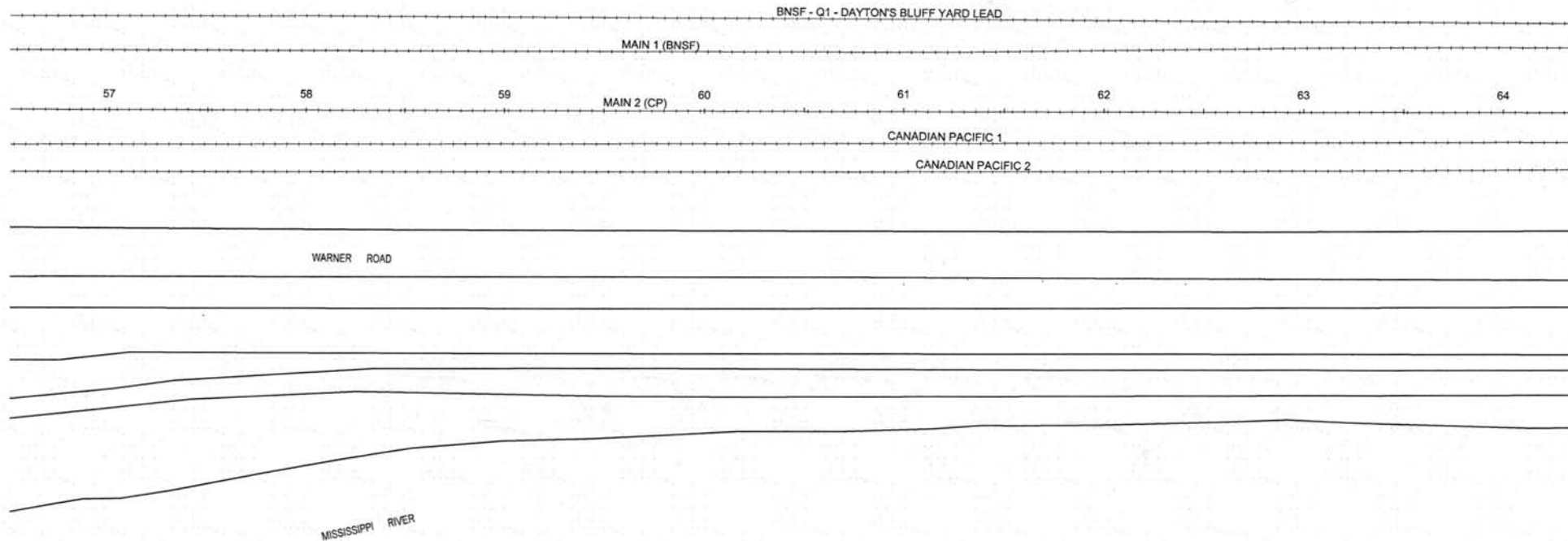


I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
[Signature]
GREGORY S. BROWN
DATE: AUG 18, 2011 AM LSC NO. 2007-4

6/16/2011	MINNESOTA PROPERTY ACCESS - URS
REWORKED DEC 13, 2011	
REWORKED JAN 23, 2012	
REVISION HISTORY - THIS SHEET	

TRACK MODIFICATIONS	
CONTRACT NO.	31810056
SCALE	1" = 50'-0" FS
DATE	AUG 18, 2011
DESIGN	BURRELL

PROPOSED TRACK PLAN	
SP NO. 091-995-023	11
SP NO. 091-995-024	
SP NO. 091-995-025	



20
59



UNION DEPOT
ST. PAUL, MINNESOTA



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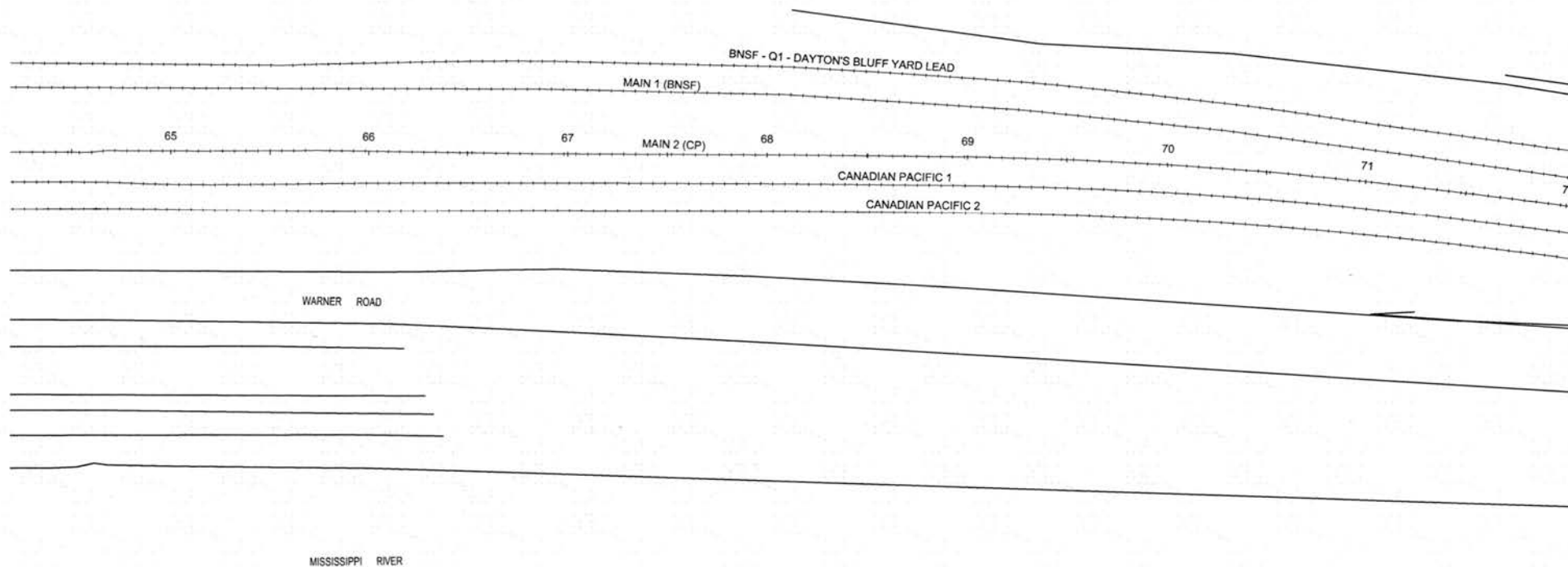
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Gregory S. Brown
GREGORY S. BROWN
DATE: AUG 18, 2011 MIN. LIC. NO. 22081

6/16/2011	MAJADO PROPERTY ACCESS - URS
REVISIONS	SEE 15, 2011
REVISIONS	JAN 24, 2012
REVISIONS	

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

PROPOSED TRACK PLAN	
SP NO. 090-595-023	12
SP NO. 090-595-024	
SP NO. 090-595-025	



92



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



URS



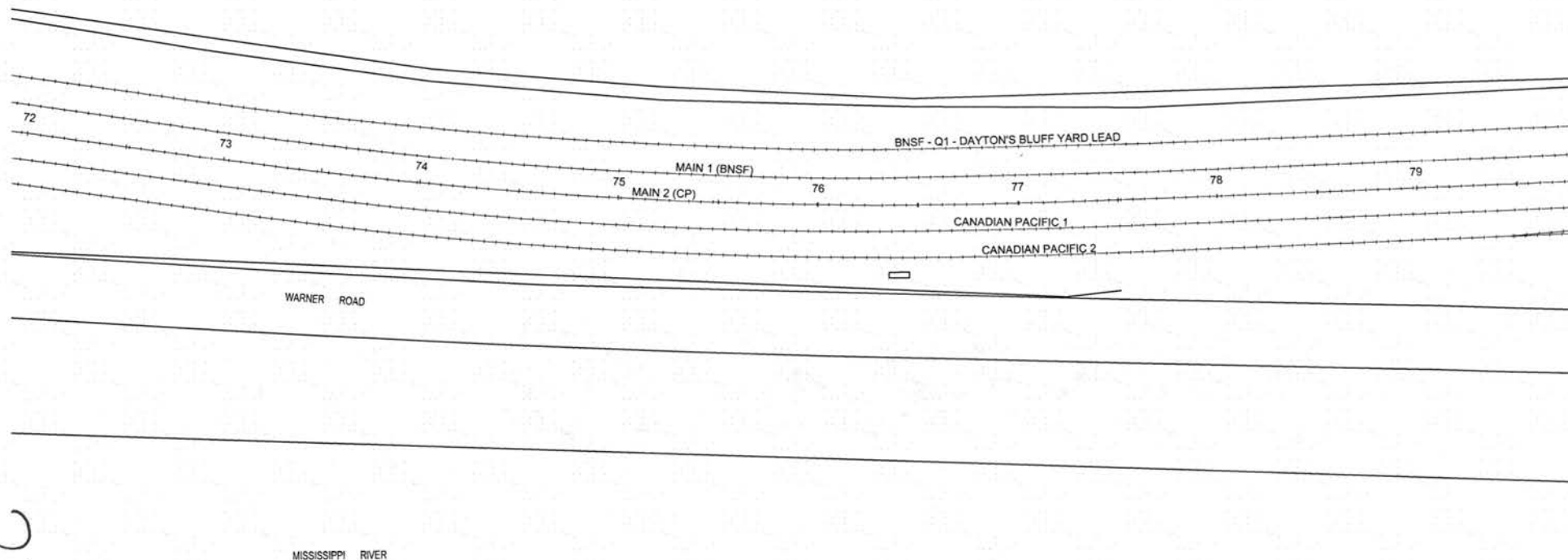
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSEST SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

[Signature]
GREGORY S. BROWN
DATE: AUG 16, 2011 MIN. LIC. NO. 22814

REVISION HISTORY - THIS SHEET
5/16/2011 AWARDING PROPERTY ACCESS - URS REMARKS DOD 10, 2011 REMARKS JAN 23, 2012

TRACK MODIFICATIONS
CONTRACT NO. 31810856 SCALE 1" = 50'-0" FS DATE AUG 16, 2011 DESIGNED BY BLAIRROLL

PROPOSED TRACK PLAN
SP NCL 091-995-023 SP NCL 091-995-024 SP NCL 091-995-025



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

Mortenson
construction

URS

WE ARE A GROUP OF COMPANIES
WHICH HAVE COMBINED OUR
RESOURCES TO PROVIDE A
FULL RANGE OF SERVICES
TO OUR CLIENTS.

TKDA
ENGINEERING • ARCHITECTURE • PLANNING

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

DATE: AUG 18, 2011 BY: GREGORY S. BROWN
GREGORY S. BROWN
00014

6/16/2011 INADVISORY PROPERTY ADDRESS - URS
REVIEWED SEP 13, 2011
APPROVED JAN 23, 2012

REVISION HISTORY - THIS SHEET

TRACK MODIFICATIONS

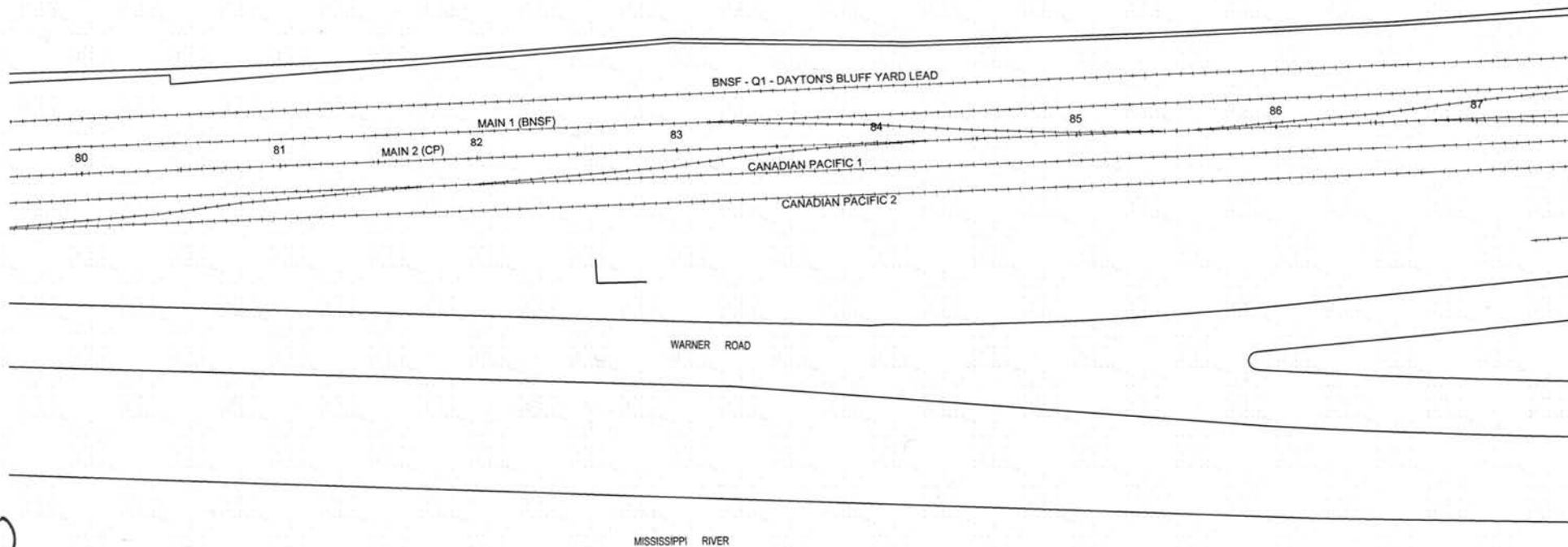
CONTRACT NO. 31810856
SCALE 1" = 50'-0" FS
DATE AUG 18, 2011
DESIGNER BURRELL

PROPOSED TRACK PLAN

SP NO. 091-095-023
SP NO. 091-095-024
SP NO. 091-095-025

14

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UNION DEPOT
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Gregory S. Brown
DATE: AUG 18, 2011 AM LIC. NO. 22818

REVISION HISTORY - THIS SHEET

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2	REMOVED 8/23/2011	
3	REMOVED 8/23/2011	

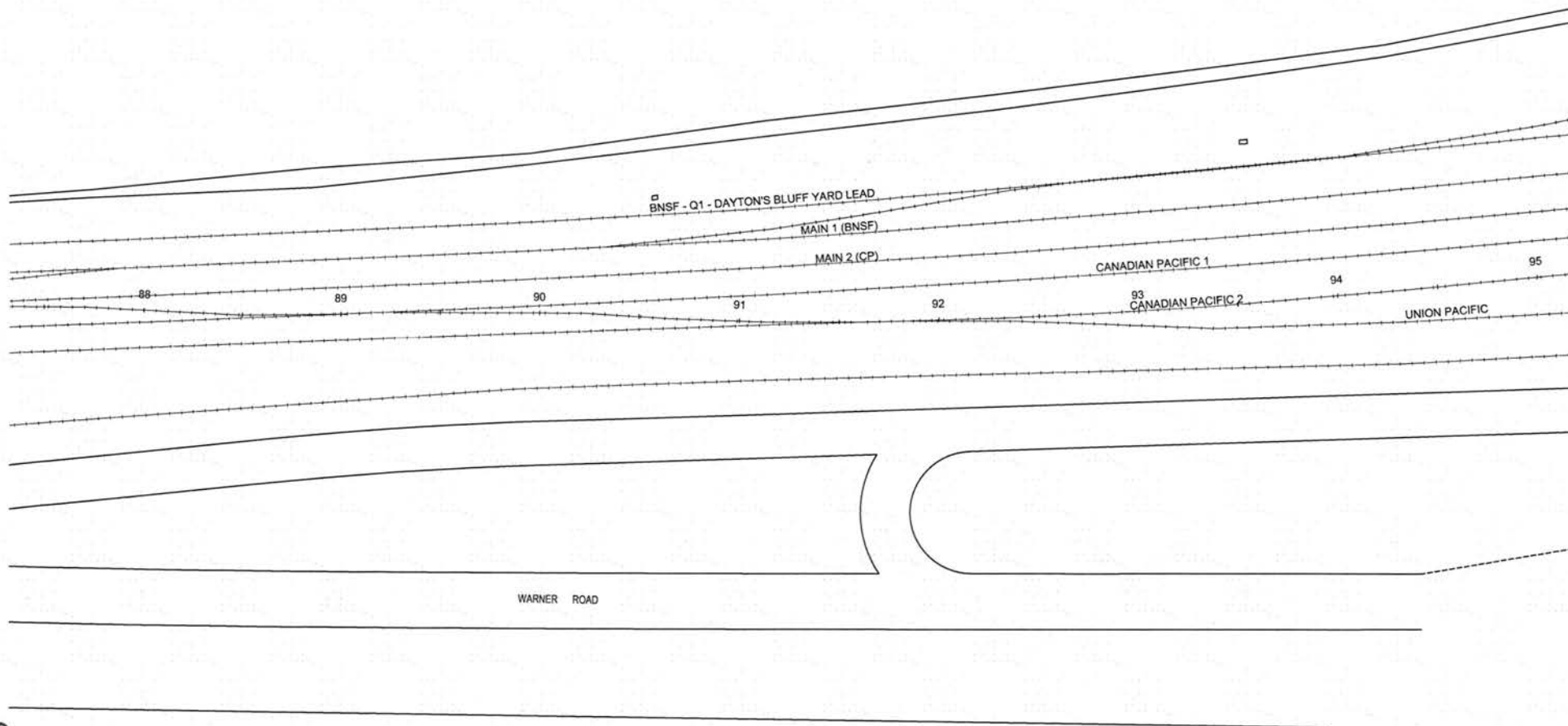
TRACK MODIFICATIONS

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

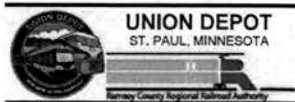
PROPOSED TRACK PLAN

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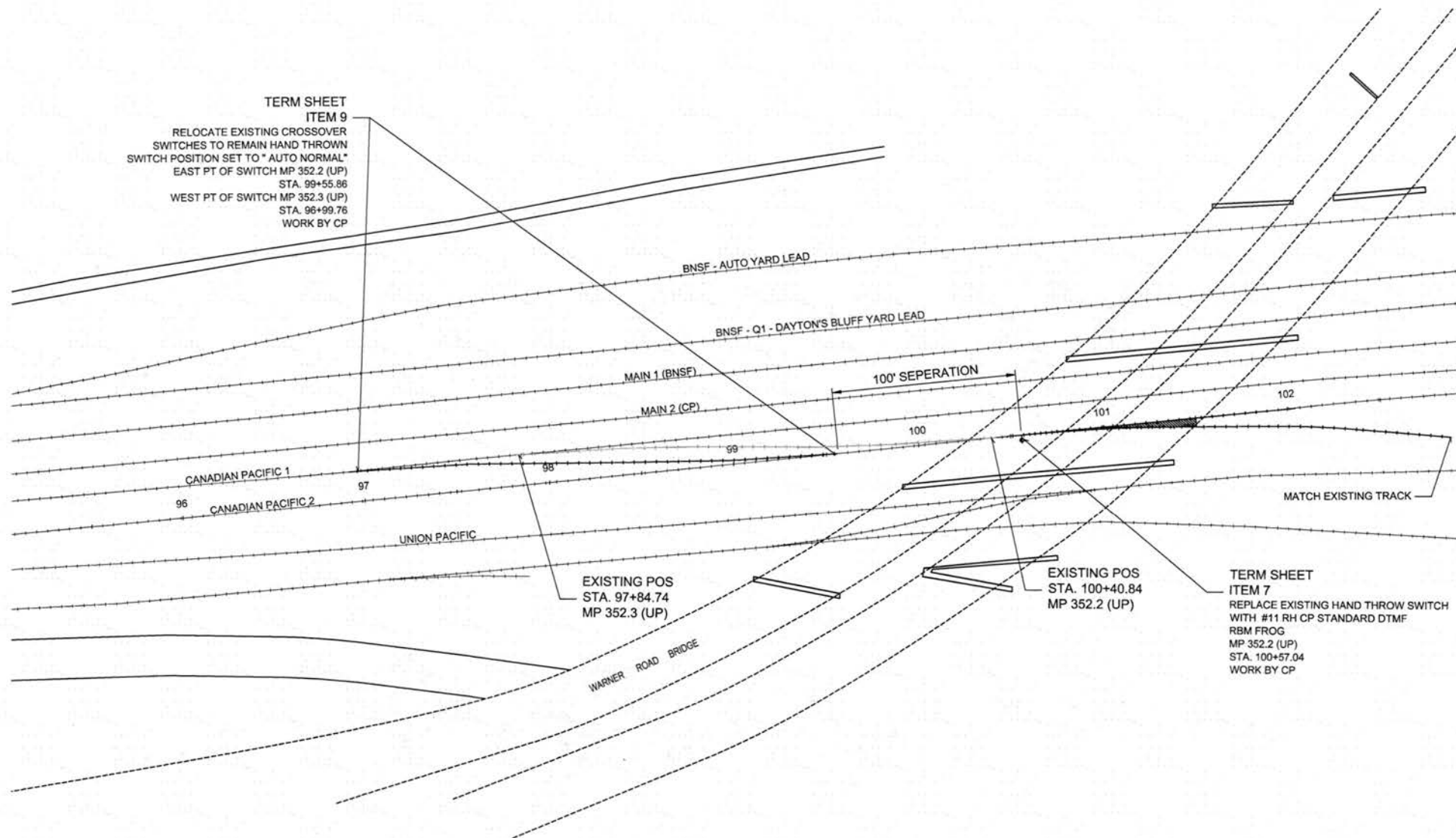
Gregory S. Brown
DATE: AUG 18, 2011 M.A. LIC. NO. 22014

REVISION HISTORY - THIS SHEET
6/16/2011 INLAND PROPERTY ACCESS - URS
REVISIONS SEP 15, 2011
REVISIONS JAN 24, 2012

TRACK MODIFICATIONS
CONTRACT NO. 31810856
SCALE 1" = 50'-0" FS
DATE AUG 18, 2011
DESIGNER BURELL

PROPOSED TRACK PLAN
SP NO. 091-995-023
SP NO. 091-995-024
SP NO. 091-995-025

TERM SHEET
ITEM 9
RELOCATE EXISTING CROSSOVER
SWITCHES TO REMAIN HAND THROWN
SWITCH POSITION SET TO "AUTO NORMAL"
EAST PT OF SWITCH MP 352.2 (UP)
STA. 99+55.86
WEST PT OF SWITCH MP 352.3 (UP)
STA. 96+99.76
WORK BY CP



30



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

GREGORY S. BROWN
DATE: AUG 18, 2011, BY: G.S.B. NO. 2008-1

REVISION HISTORY - THIS SHEET
6/15/2011 INLAND PROPERTY ADDRESS - LINE REVISIONS REVISIONS REVISIONS

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

PROPOSED TRACK PLAN
SP NO. 091-995-023 SP NO. 091-995-024 SP NO. 091-995-025

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

UP STATE STREET INDUSTRIAL LEAD

D=5°0'

100



UNION DEPOT
ST. PAUL, MINNESOTA



URS

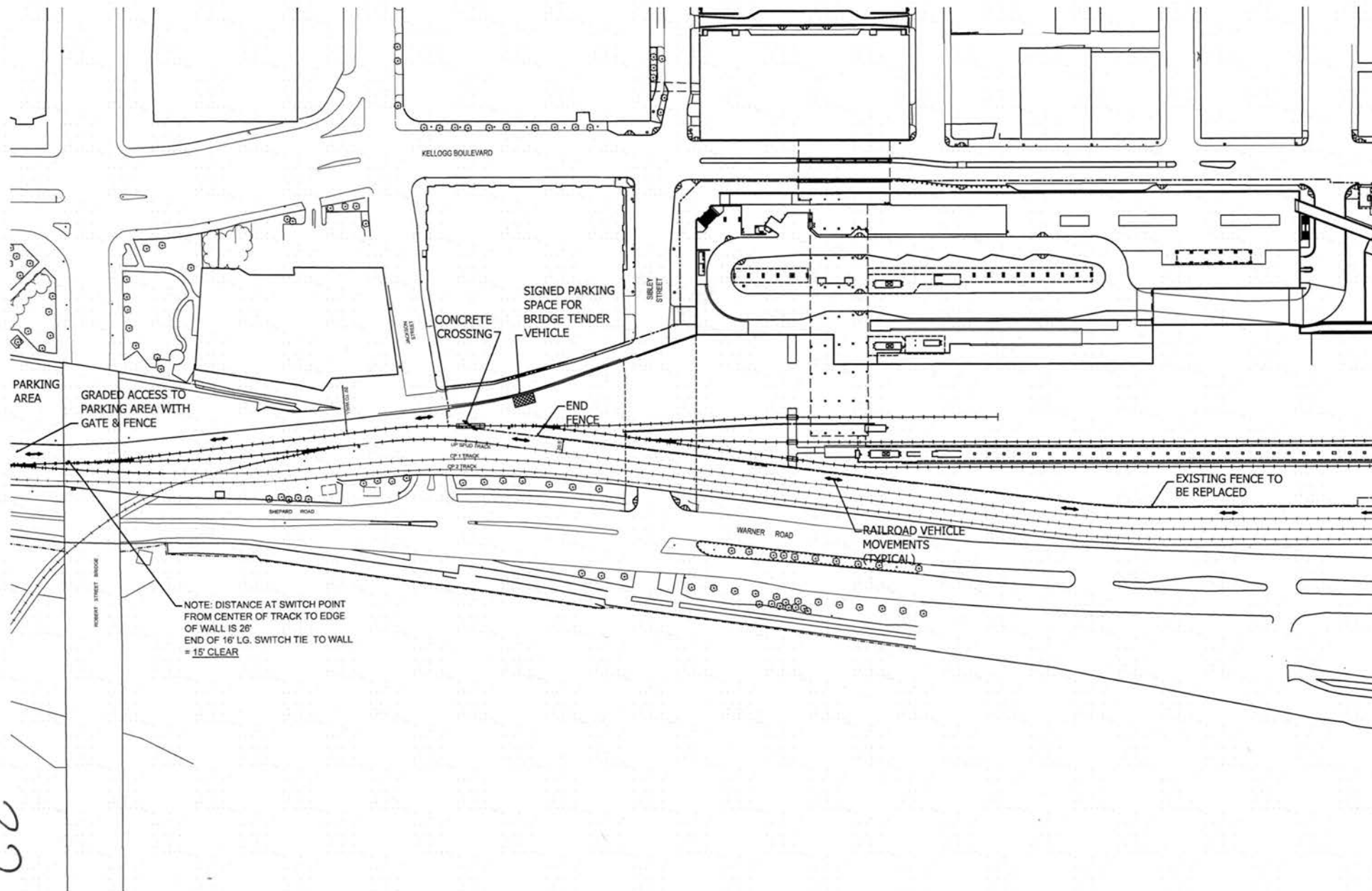


I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION
OR REPORT WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A FULLY
LICENSED PROFESSIONAL ENGINEER UNDER THE
LAWS OF THE STATE OF MINNESOTA.
Gregory S. Brown
GREGORY S. BROWN
DATE: AUG 18, 2011, MY LIC. NO. 22914

6/14/2011 BUREAU PROPERTY ACCESS - URB
REMOVED DEC 13, 2011
REMOVED JAN 23, 2012
REVISION HISTORY - THIS SHEET

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

PROPOSED TRACK PLAN
SP NO. 091-955-023
SP NO. 091-955-024
SP NO. 091-955-025
18



UNION DEPOT
ST. PAUL, MINNESOTA

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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 QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

GREGORY E. BROWN

DATE: DEC. 2010, JUL. 2012, JAN. U.C. NO. 2011-1

REVISIONS - OCT 16, 2011
REVISIONS DEC 15, 2011
REVISION HISTORY - THIS SHEET

RAILROAD LAYOUT

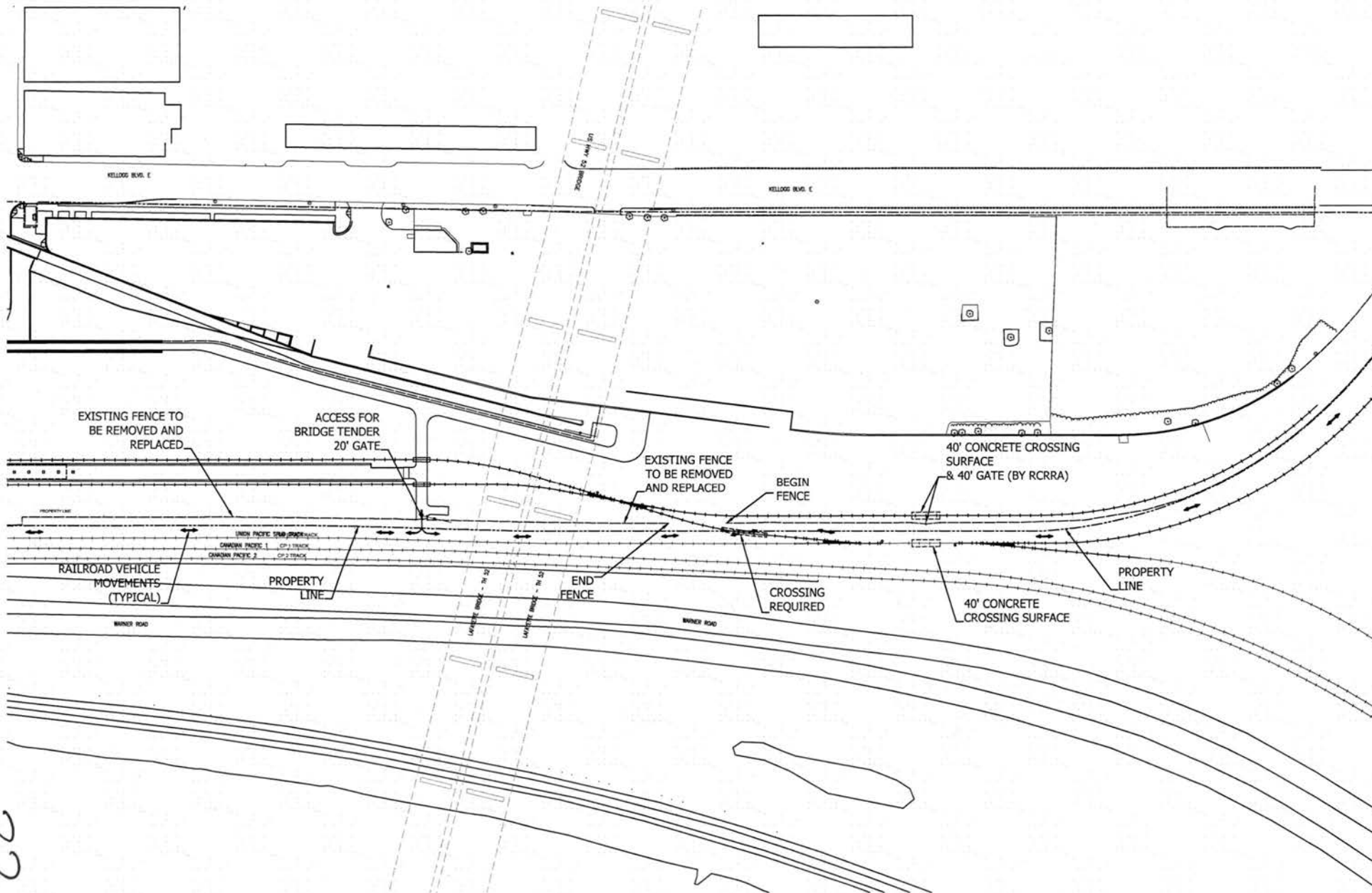
SCALE: 1" = 50'-0" FS
DATE: AUG 18, 2011
DRAWN: IBURRELL

RAILROAD ACCESS PLAN

CDAL NO. 31810858
SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

19

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



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Gregory S. Brown
DATE: DEC. 20, 2010 MIN. LIC. NO. 33881-1

REVISION HISTORY - THIS SHEET
REVISION NO. 1
REVISION DATE 03.01.2011
REVISION BY JAW 03.01.2011

RAILROAD LAYOUT
DRAWING NO. 31810859
SCALE 1" = 50'-0" FS
DATE AUG. 18, 2011
DESIGNER BURRELL

RAILROAD ACCESS PLAN
SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025
20

Exhibit A
Union Depot Renovation Term Sheet

Exhibit B

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 or 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);
- (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.

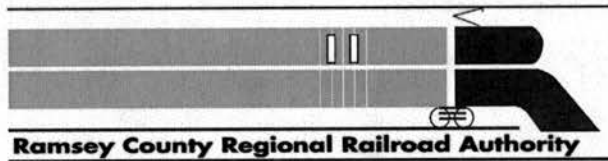
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification 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



Union Depot, Suite 200
214 4th Street East
St. Paul, Minnesota 55101
(651) 266-2760

REGIONAL RAILROAD AUTHORITY MEETING

May 15, 2012

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

.....
ROLL CALL and Call to Order

AGENDA of the May 15, 2012 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the April 10, 2012 Regional Railroad Authority Meeting is presented for approval.

PRESENTATION of Awards - the 13th Annual Best in Real Estate awards to the Union Depot Project for "Best Overall" and "Best Adaptive Reuse" from the Minneapolis/St. Paul Business Journal.

ADMINISTRATIVE AGENDA

1. Property management and activation and development services at Union Depot

Board Action Requested:

- 1) Approve the selection of Jones Lang LaSalle, 200 East Randolph Drive, Chicago, IL 60601, to provide property management and activation and development services at the Union Depot.
- 2) Authorize staff to enter into negotiations with Jones Lang LaSalle with direction to staff to return to the Ramsey County Regional Railroad Authority for approval of a final contract.

2. Operator of full service bicycle center at Union Depot

Board Action Requested:

- 1) Approve the selection of One on One Bicycle Studio, 117 Washington Ave N. Minneapolis, Minnesota 55401 to operate and manage a full service bicycle center at the Union Depot.
- 2) Authorize staff to enter into negotiations with One on One Bicycle Studio with direction to staff to return to the Ramsey County Regional Railroad Authority for approval of a final contract.

CORRIDOR UPDATES

ADJOURNMENT

Immediately following the Regional Railroad Authority meeting:

- Regional Railroad Authority Executive Session RE: To consider the Purchase of Abandoned BNSF Railway Corridor in Maplewood Between Beam Avenue and I-694 ****CLOSED TO PUBLIC**** - Room 220 Large Conference Room

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

April 10, 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, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 10:25 A.M.

AGENDA

Commissioner Carter moved approval of the Agenda of the April 10, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.

MINUTES

Commissioner Reinhardt moved approval of the Minutes of the April 3, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.

1. Union Depot Renovation Project Term Sheet with BNSF Railway

Commissioner Bennett moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.
(R12-21)

WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion of The Union Depot Multi-Modal Transportation and Transit Hub 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 RCRRA has worked with BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad 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 Ramsey County Regional Railroad Authority and BNSF Railway, the Ramsey County Regional Railroad Authority and Canadian Pacific Railway, and the Ramsey County Regional Railroad Authority and Union Pacific Railroad to formalize the improvements and to allow final track design and signal design to begin; and

WHEREAS, On March 13, 2012, by resolution number R12-15, the Ramsey County Regional Railroad Authority approved the Term Sheets with Canadian Pacific Railway and Union Pacific Railroad; Now, Therefore, Be It

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

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

2. Engineering Agreement with BNSF Railway

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0. (R12-22)

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 (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 Canadian Pacific Railway in an amount not to exceed \$650,000; and

WHEREAS, On March 20, 2012, by resolution number R12-19, the Ramsey County Regional Railroad Authority approved the engineering agreement with Union Pacific Railroad for an estimated amount of \$400,000, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Preliminary Engineering Agreement with the BNSF Railway for the completion of track and signal design for the switch on the southeast leg of the wye to the east of the Depot, to be completed by May 31, 2012, in an amount not to exceed \$47,000; and Be It Further

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

CORRIDOR UPDATES

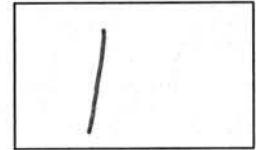
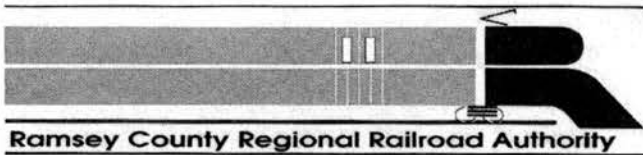
- Northeast Diagonal Corridor

Commissioner Parker reported that a meeting on the Northeast Diagonal Corridor was held yesterday at the Roseville Library. The purpose of the meeting was to give an update on the corridor's history,

as well as its development. The meeting was well attended by every city along the corridor and positive feedback and enthusiasm was received in favor of this corridor.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:27 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **5/15/2012**

Regional Railroad Authority Meeting Date: _____

SUBJECT: Property management and activation and development services at Union Depot

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority ("RCRRA") has identified the completion of The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot") as a high priority and has expressed an interest in maximizing the Union Depot's development and economic output potential. In advance of the Union Depot's opening, several key elements vital to the facility's operations need to be addressed, including the identification of a third party entity to assist the RCRRA with ongoing facility management and the activation and development of the Union Depot.

To accomplish this interest, on November 22, 2011, the RCRRA passed Resolutions R11-43 and R11-44 which authorized the issuances of a Request for Proposal for Property Management ("RFP") and Request for Qualifications for Activation and Development ("RFQu") with direction to staff to return to the RCRRA with a recommendation for selection of vendors.

Submissions for both solicitations were due on February 21, 2012. Four responses to the RFP and three responses to the RFQu were received.

(Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve the selection of Jones Lang LaSalle, 200 East Randolph Drive, Chicago, IL 60601, to provide property management and activation and development services at the Union Depot.
2. Authorize staff to enter into negotiations with Jones Lang LaSalle with direction to staff to return to the Ramsey County Regional Railroad Authority for approval of a final contract.

SUBJECT: Property management and activation and development services at Union Depot

(Executive Summary is continued from the previous page)

Proposal Review Committees ("PRC") were formed to review the submitted responses for both solicitations. The PRC for the RFP for Property Management was comprised of staff from RCRRA, and Ramsey County Property Management. The PRC reviewed all property management proposals and recommended two firms for interview. An interview panel comprised of senior county management from RCRRA, Property Management, County Manager's office and the Sheriff's Office interviewed the following firms: John Mannillo and Associates, Inc. and Jones Lang LaSalle. The PRC and interview panel unanimously selected Jones Lang LaSalle and recommends its selection as the Union Depot's property manager.

The PRC to the RFQu for Activation and Development was comprised of staff from RCRRA, Ramsey County Property Management, City of Saint Paul, Saint Paul Area Chamber of Commerce and the City of Roseville. The PRC reviewed all proposals and recommended Jones Lang LaSalle to an interview panel consisting of senior Ramsey County staff. The PRC and interview panel unanimously selected Jones Lang LaSalle and recommends its selection to perform activation and development services at Union Depot.

The RFP and RFQu identified the option to add activation and development services within the scope of services for property management of the Union Depot should a management firm demonstrate the capacity to fulfill all services. Since Jones Lang LaSalle was recommended as the preferred partner for both property management and activation and development services, it is recommended that activation and development services be added to the scope of services for property management.

Jones Lang LaSalle is an international leading financial and professional services firm specializing in real estate services and investment management. Its team has worked with numerous private and public sector agencies and organizations. Jones Lang LaSalle has extensive knowledge and experience with transit facilities including Grand Central Terminal, Chicago Union Station, and Union Station D.C. Jones Lang LaSalle and their team has local expertise including management of properties in Ramsey County.

SUBJECT: Property management and activation and development services at Union Depot

ATTACHMENTS:

1. Competitive Solicitation Summary - RFP for Property Management Services at the Union Depot
2. Competitive Solicitation Summary – RFQu for an Activation and Development partner for the Union Depot

PREVIOUS ACTION:

November 22, 2011, Resolution R11-43 authorized the issuance of a Request for Proposals for Property Management Services 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 recommendation for selection of a vendor.

November 22, 2011, Resolution R11-44 authorized the issuance of a Request for Qualifications for an activation and development partner for the Union Depot, in accordance with Ramsey County policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a vendor.

On November 10, 2010, HR&A Advisors Inc. presented its Phase I Economic Analysis and Development Potential Study findings to RCRRA.

May 4, 2010, Resolution R10- 30 approved the selection of Welsh Companies, LLC, to provide building management services at the Union Depot Head House, from July 1, 2010 through December 31, 2012.

March 16, 2010, Resolution R10-16 authorized the County Manager to execute an agreement with HR&A Advisors Inc., for completion of an Economic Analysis and Development Potential Study for the Union Depot for a not-to-exceed price of \$212,500, subject to approval by the County Attorney's Office, Regional Railroad Authority, and Budgeting and Accounting.

January 26, 2010, Resolution R10-12 approved the selection of HR&A Advisors Inc. and authorized staff to enter into contract negotiations for completion of an Economic Analysis and Development Potential Study for the Union Depot.

On June 12, 2009, the County Manager executed a Professional Services Agreement on behalf of the Ramsey County Regional Railroad Authority with Welsh Companies, LLC to provide building management services at the Union Depot Head House from June 4, 2009 until February 28, 2010.

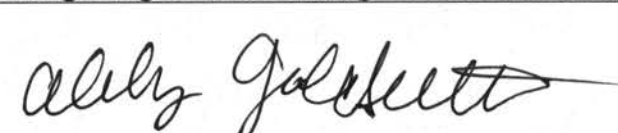
November 17, 2009, Resolution R09-48 authorized the County Manager to extend the contract for building management services with Welsh Companies until May 31, 2010.

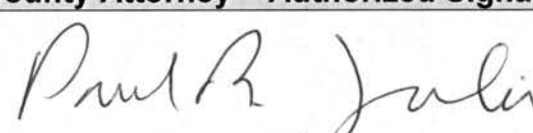
COUNTY MANAGER'S COMMENTS:

Proposals for property management and activation and development services for the Union Depot were solicited and evaluated in accordance with the Ramsey County RFP Policy and Procedures.

SUBJECT: Property management and activation and development services at Union Depot

Regional Railroad Authority – Authorized Signature	Date
	5/8/12

Budgeting & Accounting – Authorized Signature	Date
 For Sue Kuss	5/9/12

County Attorney – Authorized Signature	Date
	5/8/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Property management and activation and development services at Union Depot

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion
2 of The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot") as a high priority
3 and has expressed an interest in maximizing the Union Depot's development and economic output
4 potential; and

5
6 WHEREAS, In advance of the Union Depot's opening, several key elements vital to the
7 facility's operations need to be addressed, including the identification of a third party entity that will
8 assist the Ramsey County Regional Railroad Authority with ongoing facility management and the
9 activation and development of the Union Depot; and

10
11 WHEREAS, On November 22, 2011, by resolution R11-43, Ramsey County Regional
12 Railroad Authority authorized the issuance of a Request for Proposals for Property Management
13 Services at the Union Depot; and

14
15 WHEREAS, A Request For Proposals for property management services was issued on
16 November 22, 2011, and proposals were received from four management firms; and

17
18 WHEREAS, After considering all of the information from the written proposals and
19 interviews; and using the evaluation criteria outlined in the Request For Proposals, the Proposal
20 Review Committee and Interview Panel reached consensus in recommending the selection of
21 Jones Lang LaSalle for property management services at the Union Depot, and

22
23 WHEREAS, On November 22, 2011, by resolution R11-44, Ramsey County Regional
24 Railroad Authority authorized the issuance of a Request for Qualifications for an activation and
25 development partner for the Union Depot; and

26
27 WHEREAS, A Request for Qualifications for activation and development services was
28 issued on November 22, 2011, and responses were received from three firms; and

29
30 WHEREAS, After considering all of the information from the written responses and
31 interviews, and using the evaluation criteria outlined in the Request for Qualifications, the Proposal
32 Evaluation Committee and Interview Panel reached consensus in recommending the selection of
33 Jones Lang LaSalle for activation and development services at the Union Depot, and

34
35 WHEREAS, The Ramsey County Regional Railroad Authority identified the option to add
36 activation and development services within the scope of services for property management of the
37 Union Depot should a management firm demonstrate the capacity to fulfill all services. Now,
38 Therefore, Be It

39
40 RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of
41 Jones Lang LaSalle, 200 East Randolph Drive Chicago, IL 60601 to provide property management
42 and activation and development services at the Union Depot; and Be It Further

43
44 RESOLVED, The Ramsey County Regional Railroad Authority authorizes staff to enter into
45 negotiations with Jones Lang LaSalle, with direction to staff to return to the Ramsey County
46 Regional Railroad Authority for approval of a final contract.
47

5

Attachment #1

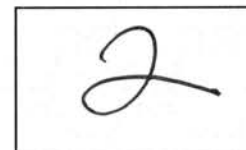
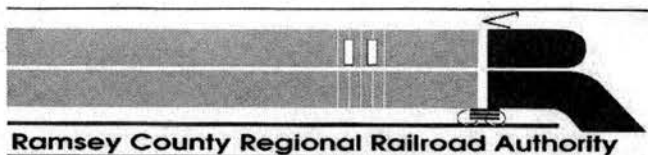
COMPETITIVE SOLICITATION SUMMARY

TITLE RFP RRA-180 Property Management Services at the Union Depot	Program: Ramsey County Regional Railroad Authority Goal: Select the most qualified and experienced professional facility management firm to provide a full range of professional management services of the Union Depot site
DATE SENT	November 22, 2011
DATE DUE	February 21, 2012
NUMBER SENT	21 Planholders
RESPONSES Star (*) those Agencies invited for interviews	Jones Lang LaSalle * John E. Mannillo and Associates * Bauch Enterprises, Inc. Colliers International
REVIEW COMMITTEE INTERVIEW PANEL	Planning Specialist, Regional Railroad Authority Project Manager, Regional Railroad Authority Project Manager, Property Management Department Building Manager, Property Management Department Building Manager, Property Management Department Director, Regional Railroad Authority Director, Property Management Department Deputy County Manager, County Manager's Office Chief Deputy, Sheriff's Department
VENDORS RECOMMENDED	Jones Lang LaSalle
OTHER INFORMATION	Review Committee Rating from Criteria in RFP - Jones Lang LaSalle is an internationally renowned financial and professional services firm that specializes in real estate services including facility management. Jones Lang LaSalle demonstrated full understanding of the required services needed at the Union Depot Head house; provided a complete transition plan; and demonstrated a greater expertise in providing similar services, including experience with other transit stations (i.e. Grand Central Terminal, Chicago Union Station and Union Station D.C.). Jones Lang LaSalle detailed an extensive staffing plan that identified a primary contact person with more than 25 years of experience in leasing, asset and property management.

Attachment # 2

COMPETITIVE SOLICITATION SUMMARY

TITLE RFQu RRA-179 Activation and Development at the Union Depot	Program: Ramsey County Regional Railroad Authority Goal: Select the most qualified firm to provide at Union Depot to implement a comprehensive retail, cultural and event program for the Union Depot site.
DATE SENT	November 22, 2011
DATE DUE	February 21, 2012
NUMBER SENT	34 Planholders
RESPONSES Star (*) those Agencies invited for interviews	Jones Lang LaSalle * John E. Mannillo and Associates Bauch Enterprises, Inc.
REVIEW COMMITTEE	Planning Specialist, Regional Railroad Authority Project Manager, Property Management Department Building Manager, Property Management Department Principal Planner, City of Saint Paul Economic Development Manager, City of Saint Paul Manager of Public Affairs/Transportation, Saint Paul Area Chamber of Commerce Community Development Director, City of Roseville
INTERVIEW PANEL	Director, Regional Railroad Authority Director, Property Management Department Deputy County Manager, County Manager's Office
VENDORS RECOMMENDED	Jones Lang LaSalle
OTHER INFORMATION	Review Committee Rating from Criteria in RFP - Jones Lang LaSalle is an internationally renowned financial and professional services firm that specializes in real estate services including facility management and leasing. Jones Lang LaSalle demonstrated compatibility of a proposed vision with the achievement of the goals of the RCRRA; and demonstrated a greater expertise and proven track record in providing similar services. Jones Lang LaSalle detailed an extensive staffing plan that identified a primary contact person with more than 25 years of experience in leasing, asset and property management.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 5/15/2012

Regional Railroad Authority Meeting Date: _____

SUBJECT: Operator of full service bicycle center at Union Depot

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority ("RCRRA") has identified the completion of The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot") as a high priority and has expressed an interest in maximizing its development and economic output potential. In advance of the Union Depot's opening, several key elements vital to the facility's operations need to be addressed, including the identification of a third party entity that will assist RCRRA with the operation of a full service bicycle center. A full service bicycle center will provide services and amenities that will contribute to the vision of making the Union Depot into a premier multi-modal transportation hub.

To accomplish this interest, on November 22, 2011, the RCRRA passed Resolution R11-45, which authorized the issuance of a Request for Proposal for a Bicycle Center Operator. Submissions were due on February 21, 2012. Two responses were received.

A Proposal Review Committee (PRC) was formed to review the submitted proposals. The PRC was comprised of staff from RCRRA, Ramsey County Property Management, Ramsey County Parks, City of Saint Paul, and Saint Paul Smart Trips. The PRC recommended One on One Bicycle Studio to be interviewed by an interview panel consisting of senior management from RCRRA, Ramsey County Parks, the Minnesota Department of Transportation and the University of Minnesota. The PRC and Interview Panel were impressed by the One on One Bicycle Studio proposal and interview. Its proposal provides the best-value in terms of experience of the firm, key persons assigned, ability to meet the time line and cost for operating and managing a bicycle center in the Union Depot.

ACTION REQUESTED

1. Approve the selection of One on One Bicycle Studio, 117 Washington Ave N. Minneapolis, Minnesota 55401 to operate and manage a full service bicycle center at the Union Depot.
2. Authorize staff to enter into negotiations with One on One Bicycle Studio with direction to staff to return to the Ramsey County Regional Railroad Authority for approval of a final contract.

SUBJECT: Operator of full service bicycle center at Union Depot

ATTACHMENTS:

Competitive Solicitation Summary - RFP for a Bicycle Center Operator in the Union Depot

PREVIOUS ACTION:

November 22, 2011, Resolution R11-45 authorized the issuance of a Request for Proposals for a Bicycle Center Operator in the Union Depot Building in accordance with Ramsey County policies and procedures on RFPs, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a vendor.

COUNTY MANAGER'S COMMENTS:

Proposals for bike center operator at Union Depot were solicited and evaluated in accordance with Ramsey County RFP Policy and Procedures.

SUBJECT: Operator of full service bicycle center at Union Depot

Regional Railroad Authority – Authorized Signature	Date
	5/8/12

Budgeting & Accounting – Authorized Signature	Date
ally J. J. for Sue Kvss	5/9/12

County Attorney – Authorized Signature	Date
Paul B. John	5/8/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Operator of full service bicycle center at Union Depot

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion
2 of The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot") as a high priority
3 and has expressed an interest in maximizing its development and economic output potential; and
4

5 WHEREAS, In advance of the Union Depot's opening, several key elements vital to the
6 facility's operations need to be addressed, including the identification of a third party entity that will
7 assist in the operation of a full service bicycle center; and
8

9 WHEREAS, By resolution R11-45, Ramsey County Regional Railroad Authority authorized
10 the issuance of a Request For Proposals for Bicycle center Operator at the Union Depot; and
11

12 WHEREAS, A Request For Proposals for Bicycle Center Operator at Union Depot was
13 issued on November 22, 2011, and proposals were received from two firms; and
14

15 WHERAS, After considering all of the information from the written proposals and interviews,
16 and using the evaluation criteria outlined in the Request For Proposals, the Proposal Evaluation
17 Committee and Interview Panel recommends the selection of One on One Bicycle Studio. Now,
18 Therefore Be It
19

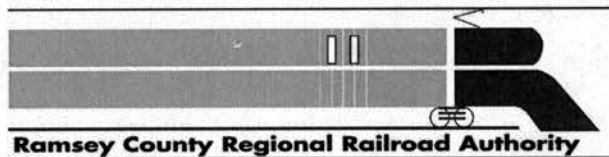
20 RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of
21 One on One Bicycle Studio, 117 Washington Ave N. Minneapolis, Minnesota 55401 to operate and
22 manage a full service bicycle center at Union Depot; and Be It Further
23

24 RESOLVED, The Ramsey County Regional Railroad Authority authorizes staff to enter into
25 negotiations with One on One Bicycle Studio with direction to staff to return to the Ramsey County
26 Regional Railroad Authority for approval of a final contract.

Attachment

COMPETITIVE SOLICITATION SUMMARY

TITLE RFP RRA-177 Bicycle Center Operator at the Union Depot	Program: Ramsey County Regional Railroad Authority Goal: Select the most qualified firm to operate and manage a bicycle Center at Union Depot
DATE SENT	November 22, 2011
DATE DUE	February 21, 2012
NUMBER SENT	22 Planholders
RESPONSES Star (*) those Agencies invited for interviews	One on One Bicycle Studio * Bikestation
REVIEW COMMITTEE INTERVIEW PANEL	Planning Specialist, Regional Railroad Authority Building Manager, Property Management Department Sustainable Transportation Planner, City of Saint Paul Executive Director, Saint Paul Smart Trips ALRC Coordinator, Active Living Ramsey Communities Director, Regional Railroad Authority Director of Park Services and Operations, County Parks Bicycle and Pedestrian Coordinator, Mn/DOT Campus Bicycle Coordinator. Univ. of Minnesota
VENDORS RECOMMENDED	One on One Bicycle Studio
OTHER INFORMATION	Review Committee Rating from Criteria in RFP - One on One Bicycle Studio is a Minneapolis based bicycle and coffee shop. One on One's proposal reflected a commitment to quality and innovation; showed an ability to meet the project schedule; and demonstrated a greater expertise in providing comprehensive services. One on One detailed a staffing plan that identified primary contact persons with extensive expertise in successful bicycle related businesses.



Union Depot, Suite 200
214 4th Street East
St. Paul, Minnesota 55101
(651) 266-2760

REGIONAL RAILROAD AUTHORITY MEETING

May 22, 2012

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

.....
ROLL CALL and Call to Order

AGENDA of the May 22, 2012 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the May 15, 2012 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Gateway Corridor contract amendment payment

Board Action Requested:

- 1) Approve the payment of \$80,000 to the Gateway Corridor Commission to amend the Alternative Analysis work scope and budget to include additional analysis and optimization of the Build alternatives.
- 2) Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

2. Amendment Two to the Union Depot TIGER grant agreement

Board Action Requested:

- 1) Approve Amendment Two to the Grant Agreement with the Federal Highway Administration and the Minnesota Department of Transportation for \$40,000,000 in funding under the Federal Rail Administration High Speed Intercity Passenger Rail program.
- 2) Authorize the Chair to execute Amendment Two.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

May 15, 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, Ramsey County Attorney's Office.

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

AGENDA

Commissioner Carter moved approval of the Agenda of the May 15, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0.

MINUTES

Commissioner Reinhardt moved approval of the Minutes of the April 10, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Ortega. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0.

PRESENTATION OF AWARDS

Tim Mayasich, Director, Ramsey County Regional Railroad Authority introduced Dan Mehls, Mortenson Construction's Project Director for the Union Depot renovation project, and Tammy Mencil, Publisher and President of the Minneapolis/St. Paul Business Journal. Ms. Mencil presented the Ramsey County Regional Railroad Authority with two awards from the 2012 Best in Real Estate Awards: "Best Overall" and "Best Adaptive Reuse" for the Union Depot Project. Chair McDonough accepted the awards on behalf of the Ramsey County Regional Railroad Authority, and thanked the Minneapolis/St. Paul Business Journal for these awards and for the recognition of the outstanding work that has gone into the Union Depot Project.

1. Property management and activation and development services at the Union Depot

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

Commissioner Parker asked if Minnesota Landmarks applied.

Chair McDonough said they knew about it but they did not apply.

Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. (R12-23)

WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion of The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot") as a high priority and has expressed an interest in maximizing the Union Depot's development and economic output potential; and

WHEREAS, In advance of the Union Depot's opening, several key elements vital to the facility's operations need to be addressed, including the identification of a third party entity that will assist the Ramsey County Regional Railroad Authority with ongoing facility management and the activation and development of the Union Depot; and

WHEREAS, On November 22, 2011, by resolution R11-43, Ramsey County Regional Railroad Authority authorized the issuance of a Request for Proposals for Property Management Services at the Union Depot; and

WHEREAS, A Request For Proposals for property management services was issued on November 22, 2011, and proposals were received from four management firms; and

WHEREAS, After considering all of the information from the written proposals and interviews; and using the evaluation criteria outlined in the Request For Proposals, the Proposal Review Committee and

Interview Panel reached consensus in recommending the selection of Jones Lang LaSalle for property management services at the Union Depot, and

WHEREAS, On November 22, 2011, by resolution R11-44, Ramsey County Regional Railroad Authority authorized the issuance of a Request for Qualifications for an activation and development partner for the Union Depot; and

WHEREAS, A Request for Qualifications for activation and development services was issued on November 22, 2011, and responses were received from three firms; and

WHEREAS, After considering all of the information from the written responses and interviews, and using the evaluation criteria outlined in the Request for Qualifications, the Proposal Evaluation Committee and Interview Panel reached consensus in recommending the selection of Jones Lang LaSalle for activation and development services at the Union Depot, and

WHEREAS, The Ramsey County Regional Railroad Authority identified the option to add activation and development services within the scope of services for property management of the Union Depot should a management firm demonstrate the capacity to fulfill all services. Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of Jones Lang LaSalle, 200 East Randolph Drive Chicago, IL 60601 to provide property management and activation and development services at the Union Depot; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes staff to enter into negotiations with Jones Lang LaSalle, with direction to staff to return to the Ramsey County Regional Railroad Authority for approval of a final contract.

2. Operator of a full service bicycle center at the Union Depot

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

Commissioner Reinhardt commented that this was not just about renovating a historic building; our vision was to create a vital hub of economic development, transit and transportation and this was our commitment. The Union Depot needs to have these parts to truly make it the asset we know it can and will be in our community.

Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. (R12-24)

WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion of The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot") as a high priority and has expressed an interest in maximizing its development and economic output potential; and

WHEREAS, In advance of the Union Depot's opening, several key elements vital to the facility's operations need to be addressed, including the identification of a third party entity that will assist in the operation of a full service bicycle center; and

WHEREAS, By resolution R11-45, Ramsey County Regional Railroad Authority authorized the issuance of a Request For Proposals for Bicycle center Operator at the Union Depot; and

WHEREAS, A Request For Proposals for Bicycle Center Operator at Union Depot was issued on November 22, 2011, and proposals were received from two firms; and

WHEREAS, After considering all of the information from the written proposals and interviews, and using the evaluation criteria outlined in the Request For Proposals, the Proposal Evaluation Committee and Interview Panel recommends the selection of One on One Bicycle Studio. Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of One on One Bicycle Studio, 117 Washington Ave N. Minneapolis, Minnesota 55401 to operate and manage a full service bicycle center at Union Depot; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes staff to enter into negotiations with One on One Bicycle Studio with direction to staff to return to the Ramsey County Regional Railroad Authority for approval of a final contract.

CORRIDOR UPDATES

- Gateway Corridor

Commissioner Reinhardt reported that she attended the Gateway Corridor Commission meeting on May 10, 2012 and there was good discussion about the next steps in the Alternatives Analysis. She said the federal rules have changed since the first analysis, which requires additional analysis with those new rules in mind. She said Commissioner Ortega has done a great job leading Ramsey County's efforts in this.

- High Speed Rail

Commissioner Rettman reported that the Minnesota High-Speed Rail Commission has discussed how to approach engaging the public during speaking opportunities about the project. The commission intends to put together a speaker's kit that will include objects from the communities served by the line, which should help commission members to connect with audiences. There is interest in asking for additional efforts by the commission members, rather than staff or consultants, to conduct this type of outreach with the community.

- Central Corridor

Chair McDonough reported that the project has officially reached the 50% completion mark. This summer, the project will have drastic impacts on University Avenue; 10 miles of the 11 mile line will have some impact. He said it is important that we help those impacted businesses to get through the work that will take place on the line this summer.

- Red Rock Corridor

Commissioner Rettman reported that the Red Rock Corridor Commission will be updating the Red Rock Alternatives Analysis. She indicated that the update would not likely be completed before the end of the year but stressed her goal to complete the update quickly and have it coincide with the completion of the East Metro Rail Capacity Study.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:15 A.M.

EXECUTIVE SESSION

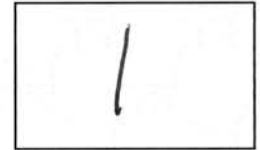
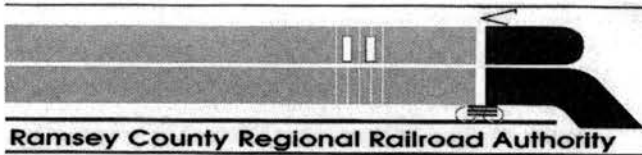
The Ramsey County Regional Railroad Authority Executive Session was called to order at 10:30 A.M., with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, and Chair McDonough – 7. Also present were: Julie Kleinschmidt, County Manager; Tim Mayasich, Director, Ramsey County Regional Railroad Authority; Kyle Thomas, Director, Civil Division; Paul Zisla, Assistant County Attorney; David MacMillan, Assistant County Attorney; Lee Mehrkens, Director, Budget and Accounting.

Re: To consider the Purchase of Abandoned BNSF Railway Corridor in Maplewood Between Beam Avenue and I-694

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0. (R12-25)

NOW, THEREFORE, BE IT RESOLVED, The Board of the Ramsey County Regional Railroad Authority authorizes its staff to proceed in the manner discussed in this Executive Session.

The Executive Session was adjourned at 10:53 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **05/22/2012**

Regional Railroad Authority Meeting Date:

SUBJECT: Gateway Corridor contract amendment payment

EXECUTIVE SUMMARY

The Gateway Corridor (formerly known as the I-94 Corridor) is the eastern gateway to the Twin Cities carrying more than 110,000 vehicles a day at I-694 and 130,000 vehicles a day at Trunk Highway 52. The Metropolitan Council's 2030 Transportation Policy Plan identifies the Gateway Corridor from downtown St. Paul to the St. Croix River as a congested corridor in 2030. To maintain and improve mobility in the corridor, transit improvements are needed.

On March 3, 2009, by resolution R09-09, the Ramsey County Regional Railroad Authority (RCRRA) approved the I-94 Corridor Joint Powers Agreement, which established the I-94 Corridor Commission. On August 12, 2010, the Gateway Corridor Commission (Commission), formerly known as the I-94 Corridor Commission, approved the selection of CH2MHILL as the consultant to complete the Gateway Corridor Alternatives Analysis.

On June 7, 2011, by resolution R11-18, the RCRRA approved a work scope amendment adding an eighth alternative for analysis at an additional cost of \$99,917 of which the RCRRA was responsible for \$40,000. Since that time, work has been underway to analyze the eight build alternatives and preliminary results have been presented to the Gateway Corridor Commission and the general public. Following the presentation of the draft information, many questions were left unanswered. On March 15, 2012, the Gateway Corridor Commission requested that CH2MHILL prepare a work scope to complete additional analysis needed to answer those questions and to optimize the build alternatives.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve the payment of \$80,000 to the Gateway Corridor Commission to amend the Alternative Analysis work scope and budget to include additional analysis and optimization of the Build alternatives.
2. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

SUBJECT: Gateway Corridor contract amendment payment

(Executive Summary continued from previous page)

CH2MHILL has provided Washington County Regional Railroad Authority, the fiscal agent for the Commission, with a work scope and budget for completing the more detailed analysis and optimization of the build alternatives. The additional work is budgeted at \$199,799 and can be accomplished with an extension of the contract term to September, 2012.

At the Gateway Corridor Commission meeting on April 12, 2012, the Commission discussed the CH2MHILL contract amendment proposal and at its May 10, 2012 meeting passed resolution 2012-03 which formally supports the addition of the additional analysis and optimization of the build alternatives to the Alternatives Analysis work scope. As part of supporting the additional work, the Commission asked the three funding partners, Washington County Regional Railroad Authority, Ramsey County Regional Railroad Authority and the Metropolitan Council, to fund the additional work by the approximate percentages that were provided for in the original scope of work:

- Ramsey County RRA – 40% (\$80,000)
- Washington County RRA – 40% (\$80,000)
- Metropolitan Council – 20% (\$40,000)

Formal action by the Gateway Corridor Commission supporting the work scope amendment for the additional analysis and optimization of build alternatives was contingent upon approval of additional funding from the Washington County Regional Railroad Authority, Ramsey County Regional Railroad Authority, and the Metropolitan Council. Approval of the amended work scope will result in Ramsey County Regional Railroad Authority financial participation of \$80,000 with respect to the additional work. These funds are available in the 2012 Regional Railroad Authority operating budget.

SUBJECT: Gateway Corridor contract amendment payment

ATTACHMENTS:

1. Contract Amendment Scope of Work
2. Gateway Corridor Commission Resolution 2012-03

PREVIOUS ACTION:

March 17, 2009, RCRRA Resolution R09-09, approved the Joint Powers Agreement.

September 21, 2009, RCRRA Resolution R10-46, approved the Amended and Restated Joint Powers Agreement.

June 7, 2011, RCRRA Resolution R11-18, approved a payment of \$40,000 to amend the Alternatives Analysis work scope and budget to include a managed lane alternative as the eighth build alternative.

COUNTY MANAGER'S COMMENTS:

Ramsey County Regional Railroad Authority board approval is required to provide funding for the additional work scope items.

SUBJECT: Gateway Corridor contract amendment payment

Regional Railroad Authority – Authorized Signature	Date
	5/15/12

Budgeting & Accounting – Authorized Signature	Date
ahly Jelebuta for Sue Kuss	5/10/12

County Attorney – Authorized Signature	Date
Paul B. Jorler	5/15/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Gateway Corridor contract amendment payment

Draft Resolution

1
2 WHEREAS, The Gateway (I-94) Corridor begins at the Union Depot in downtown St.
3 Paul and travels east to the St. Croix River; and
4

5 WHEREAS, The Gateway Corridor Commission was formed in 2010 with the Regional
6 Railroad Authorities of Ramsey and Washington County and the communities of St. Paul,
7 Maplewood, Oakdale, Woodbury, Lake Elmo, West Lakeland Township, Afton, and Lakeland;
8 and
9

10 WHEREAS, The Gateway Corridor Commission entered into a contract with CH2MHILL
11 (Consultant) for the completion of the Gateway Corridor Alternatives Analysis; and
12

13 WHEREAS, Analysis and been completed on eight build alternatives and results have
14 been presented to the Gateway Corridor Commission and the general public; and
15

16 WHEREAS, Following the presentation of the results, many questions were left
17 unanswered; and
18

19 WHEREAS, Additional analysis and optimization of alternatives is needed to answer
20 these questions and allow the Gateway Corridor Commission and the general public to reach a
21 conclusion on the most promising transit alternative(s) for the Gateway Corridor; and
22

23 WHEREAS, The additional analysis and optimization of build alternatives will cost
24 \$199,799 with the cost to be split between the Washington County Regional Railroad Authority,
25 the Ramsey County Regional Railroad Authority and the Metropolitan Council; and
26

27 WHEREAS, On April 12, 2012, the Gateway Corridor Commission approved a resolution
28 of support for adding the additional analysis and optimization of the build alternatives to the
29 scope of work for the Alternatives Analysis contingent upon approval of the funding by the
30 Ramsey County Regional Railroad Authority, the Washington County Regional Railroad
31 Authority and the Metropolitan Council; and
32

33 WHEREAS, The Ramsey County Regional Railroad Authority is responsible for \$80,000
34 of this cost; Now, Therefore, Be It
35

36 RESOLVED, The Ramsey County Regional Railroad Authority approves the payment of
37 an additional \$80,000 to the Gateway Corridor Commission to amend the Alternative Analysis
38 work scope and budget to include additional analysis and optimization of the build alternatives;
39 and Be It Further
40

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

MEMORANDUM

CH2MHILL

Scope Options for Amendment No. 3, Optimization of Promising Alternatives

Gateway Corridor Alternatives Analysis

TO: Andy Gitzlaff
Gateway Corridor Project Manager
Washington County Regional Railroad Authority

COPIES: Doug Abern
Mary Gute

FROM: Stephanie Eiler

DATE: April 10, 2012

This memorandum identifies work tasks for proposed Amendment No. 3 to the CH2M HILL contract for the Gateway Corridor Alternatives Analysis. This amendment extends the contract end date to September 30, 2012; a four month extension beyond the current contract end date of May 31, 2012.

Optimization of select Gateway Corridor Alternatives is the focus of this amendment. Optimization refers in this instance refers to an effort to improve the performance of select Gateway Corridor Alternatives by adjusting one or more characteristics of the alternative without changing the core route, mode, or type of service of the alternative.

Travel demand modeling is a key task in the optimization process. A two-step sequence is proposed to complete this travel demand modeling work.

Initially, all build alternatives not dismissed by the Gateway Corridor Commission (5 as of April 4, 2012) will undergo sketch-plan testing for up to 11 potential optimization factors, listed under the task description. The sketch-planning approach to the forecasting for the optimization involves an off-model calculation of the estimated change in ridership based on a change to the operations of transit in the corridor. All of the optimization options can be represented as a change in time (in-vehicle, wait time access/egress time), convenience (mode bias) or cost (such as fare) and it is these values that are tested. The calculation uses parameters that are consistent with those used in the full model." Using the results of this task, full model demand testing will then be performed on the three alternatives showing the most promise.

In addition, minimized cross sections will be developed for Alternatives 3 through 6 through the portion of segment 2 from Kellogg Boulevard to White Bear Avenue and Old Hudson Road to reduce property impacts.

Work tasks listed below that are included in the master contract will be developed upon completion of the alternative optimization effort:

- AA Final Report
- Final Engineering Drawings

Additionally, the current contract includes scope and budget for full sensitivity testing of a Locally Preferred Alternative (LPA). Given that an LPA has not been selected at this time, the hours for this task will be transferred to the alternatives optimization task, which will off-set the cost of completing Task 9 (this adjustment is reflected in the attached budget).

Additional work tasks included in Amendment No. 3 are described below.

Task 2, Project Management

A. Ongoing Project Management

- Continue weekly scheduled conference calls and other regular communication as needed with client management team.
- Continue managing consulting team delivery of project tasks
- Schedule, prepare for and conduct up to three project team meetings
- Schedule, prepare for, conduct and document one meeting with FHWA and one meeting with FTA
- Schedule, prepare for, conduct and document two combined meetings with Metropolitan Council, Metro Transit, and MnDOT staff

B. Advisory Committee-Commission

- Plan, prepare for, present at and document two TAC meetings, two PAC meetings and one joint TAC/PAC meeting.
- Schedule, prepare for and conduct two meetings with local TAC members outside TAC meeting
- Prepare for and participate in two Gateway Corridor Commission meetings.

Task 7, Alternatives Definition

Previously developed conceptual engineering drawings illustrating BRT station concepts for Alternatives 3 and 4 will be revised to add a passing lane in each direction, to permit express buses to use the fixed guideway and bypass station platforms where a station-to-station BRT bus may be stopped. These drawings will also reflect any changes in station sizing resulting from the results of Task 9.

Minimized cross sections will be developed for Alternatives 3 through 6 through the portion of segment 2 from Kellogg Boulevard to White Bear Avenue and Old Hudson Road to reduce property impacts. These minimized cross sections will be developed after participating in a meeting with both Ramsey County and City of St. Paul to discuss these revisions. Upon completion of the revised concepts, a second meeting will be held with both

Ramsey County and City of St. Paul to discuss the revised concepts and the potential for reducing property acquisition impacts in the area noted above.

Task 8, Operating Plan

The transit service operating plan will be updated to reflect changes resulting from the optimization of alternatives, including changes to the amount and/or extent of off-peak service.

Task 9, Ridership Forecast

A. Sketch-plan ridership estimation

Each of 5 alternatives will be tested for the following factors:

1. BRT Constant Testing
2. Model Modification (single cost for 1 or more alternatives)
3. Station Dwell Time
4. Express Bus Use of BRT Guideway
5. Off-Peak Service Reduction
6. Test Minimal Operating Segment (MOS)
7. Route Alignment Options
8. Station Selection
9. Travel Time Refinement

All of the same tests can be carried out using a method known as "incremental logit" estimation. For each test, an estimate is made of the following:

- The average change in time or cost related to test. For example, a refinement of the station dwell time will result in an average reduction of some time to travelers using that route.
- An estimate of the base mode share – this can be only approximated, but a range of values can be tested.
- The mode choice model coefficient of the variable being tested.

With these three variables, an estimate can be made of the relative change in ridership as a result of the change in service level. Results cannot be specific to stations, origins or destinations, and are only applied to total route ridership for peak or off-peak periods. It involves an inherent degree of uncertainty due to the aggregate nature of the estimates for changes to time or cost, and the estimate of initial mode share. A range of values will be provided based on this uncertainty.

8

Final results would be confirmed with full model runs, for the 3 alternatives selected, described in task 9B. These would only include the optimizations indicated to positively impact alternative performance. This will be completed prior to the selection of a preferred alternative(s).

B. Full Model Runs

The factors listed below that are found to positively impact alternative performance will be included in full model runs for up to three alternatives. Each full model run will include all factors found to have a positive effect on alternative performance. It is understood that the trade-off will be less ability to tie results to specific optimization changes. Factors not found to positively affect alternative performance will not be included in a full model run.

- **Model Modification for BRT Constant:** This work is to activate the "premium" nest in the regional mode choice model. This involves the creation of six new transit skim scripts, and the modification of 6 additional model script files to create the appropriate mode choice inputs. Three new mode choice control files and modification to 6 others are also required. Finally, testing of the model to ensure proper functioning is required.
- **BRT Constant Testing** – This will involve re-running each selected build BRT alternative to reflect the use of a mode-specific constant. Suggested value equal to 6 minutes of equivalent in-vehicle time. The model will be executed and the results summarized.
- **Station Dwell Time:** The station dwell time will be adjusted to reflect the general level of station activity. This will result in a reduction in overall travel time since the current assumption is to use maximum dwell time at all stations. The travel time spreadsheets will be adjusted and the travel time will be re-coded in the model, executed and the results summarized.
- **Express Bus Use of BRT Guideway:** The other express routes in the corridor that could use the BRT guideway will be coded on to that guideway, and reflect guideway-based times assuming station bypass lanes. The model will then be executed, and the results summarized.
- **Off-Peak Service reductions:** The off-peak headways specified in the network will be lengthened and the model will be executed and the results summarized.
- **Test Minimum Operating Segment:** The fixed guideway route will be truncated, access connectors adjusted, the model will be executed and the results summarized.
- **Route Alignment Option:** Re-alignment of the selected signature route will be re-coded in the network; station access will be modified as necessary. The model will then be executed and the results summarized.

- **Station Selections:** Station locations will be dropped, added or moved. Travel time will be re-calculated and station access modified, as needed. The model will then be executed and the results summarized.
- **Travel Time Refinement:** The travel time calculation for fixed-guideway lines will be refined to reflect tenths of minutes instead of whole minutes – note that this may shorten or lengthen the running time. The model will then be executed and the results summarized.
- **Calculate ridership and user benefits** for each alternative undergoing full model run analysis.

Task 10, Capital Cost Estimates

Strategies or technological improvements will be identified and evaluated to reduce capital costs. Capital costs will be updated for alternatives experiencing any changes as a result of alternative optimization.

Task 11, Operating and Maintenance Cost Estimates

Operating and maintenance costs will be updated for alternatives experiencing changes to the operating plan as a result of alternative optimization.

Task 12, Cost Effectiveness Index

The Cost Effectiveness Index (CEI) will be recomputed for alternatives experiencing changes in ridership, user benefits, capital or operating and maintenance costs.

Task 14, Evaluation of Alternatives

The evaluation of alternatives will be updated to address changes resulting from the minimized cross sections developed under Task 7, the addition of passing lanes at BRT stations; reductions in the length of an alternative; the addition, deletion, or relocation of stations; and changes to the location of station park and ride facilities. Additionally, property impacts resulting from minimized cross sections developed under Task 7 will be quantified and mapped.

Alternatives will be evaluated under two sets of criteria: current FTA New Starts requirements that are directly related to the performance and operation of remaining alternatives, and relevant proposed rule changes to the FTA New Starts program.

For the purposes of Amendment No. 3, remaining build alternatives will be evaluated against the criteria listed below. These criteria are required under the current FTA New Starts Program:

- 1) **Mobility Improvements** (transit ridership, user benefits, transit dependents served):

- New transit trips/day
 - Transitway Trips/day
 - Vehicle hours travelled compared to auto
 - 2010 & 2030 population and employment
 - Service to Transit Dependent (zero car households) within ½ mile of stations
 - Transit dependent user benefits per total passenger hours
- 2) Environmental Benefits: EPA air quality designation
- 3) Operating Efficiencies: Operating costs, annual and per passenger mile/hour
- 4) Cost-Effectiveness, Economic Viability:
- Capital costs (mid-year of construction, 2019)
 - Ongoing annual operating and maintenance costs (open year, 2020)
 - Cost effectiveness index rating
- 5) Transit Supportive Land Use: Existing land use

The current FTA Notice of Proposed Rulemaking proposes multiple and comprehensive changes to the New Starts Project Justification process. These include recalculating ridership and cost around a ten-year rather than twenty year horizon, and measuring changes in individual greenhouse gas emissions (GHG). For this Optimization Amendment No. 3, only the proposed changes listed below are included in this scope:

- Transit Dependent Riders weighted by a factor of two
- No Build replaces TSM as Baseline alternative
- Change in the measure for calculating cost effectiveness

Alternatives will also be evaluated with an emphasis on environmental justice populations and transit dependent riders. To date, zero car households have currently been used as proxy for transit dependent riders, consistent with FTA guidelines on Alternatives Analysis level planning. However, evaluation under additional aspects of transit dependency (income, age, disability) will be completed for the alternatives undergoing the analysis under this Amendment No. 3. The Twin Cities regional definition of "low income" will be used for this analysis. Additionally, race will be included in the alternatives evaluation process. Consistent with FTA guidance, this analysis will be completed for a ½ mile radius around each proposed station.

I-94 Corridor Alternatives Analysis Study
 Washington County Regional Railroad Authority
 Task Hours Estimate - Amendment #3 for ALTERNATIVE
 OPTIMIZATION (MARCH 2012)

Consultants	Total Hours	A. Total Labor	B. Total Reimbursable Expenses	C. Total Estimated Project Cost
CH2M HILL	688	\$90,227	\$400	\$90,627
PB	466	\$82,117	\$2,600	\$84,717
SEH	186	\$24,455	\$0	\$24,455
ZAN Associates	0	\$0	\$0	\$0
Stevens Engineering	0	\$0	\$0	\$0
Amendment #3 Total	1,340	\$196,799	\$3,000	\$199,799
TOTAL BUDGET, INCLUDING CONTINGENCY				\$1,699,716

Gateway Corridor Commission
Resolution No. 2012-03

**RESOLUTION SUPPORTING THE ADDITIONAL SCOPE OF WORK
FOR THE ALTERNATIVES ANALYSIS**

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

WHEREAS, the Gateway Corridor is the principal east/west route for local, regional and interregional traffic through Ramsey, Washington, and St. Croix Counties connecting St. Paul-Minneapolis to the eastern metropolitan area and Wisconsin; and

WHEREAS, the Commission entered into a contract with CH2M Hill in the Fall of 2010 to complete and Alternatives Analysis study for the corridor; and

WHEREAS, the original scope of work was amended in early 2011 to add in an Managed Lanes additional alternative; and

WHEREAS, the public participation process of the AA, through the open houses and input received from the stakeholders, has identified a desire and need to conduct additional analysis, not included in the original or amended scope of work, on five of the build alternatives to examine opportunities to reduce impacts and increase benefits; and

WHEREAS, the current FTA Notice of Proposed Rulemaking proposes multiple and comprehensive changes to the New Starts Project Justification process, which will be incorporated into this analysis; and

WHEREAS, CH2M Hill has provided a cost estimate of \$199,799 for completion of the work related to the additional scope of work.

NOW THEREFORE, BE IT RESOLVED, that the Commission hereby approves the inclusion of the additional scope of work in the Alternatives Analysis for an amount not to exceed \$199,799 conditioned upon approval of the funding from the Metropolitan Council, Ramsey County Regional Railroad Authority and the Washington County Regional Railroad Authority.

BE IT FURTHER RESOLVED, that the Commission authorizes the Washington County Regional Railroad Authority (WCRRRA), as the fiscal agent of the Commission, to approve the amendment to the Alternatives Analysis contract with CH2M Hill, Inc on behalf of the Commission; and

BE IT FURTHER RESOLVED, that approval of CH2M Hill, Inc. as the selected consultant is conditioned upon successful contract negotiations between the WCRRRA and CH2M Hill, Inc.

Approved:

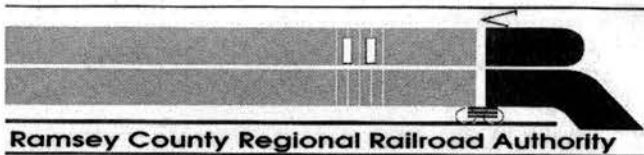
Lisa Weik

Chair

May 10, 2012
Date Approved by Commission

I hereby certify that the foregoing resolution is a true and correct copy of the Resolution presented to and adopted by the Gateway Corridor Commission at a duly authorized meeting thereof held on the 10th day of May, 2012 as shown by the minutes of said meeting in my possession.

	YES	NO	ABSTAIN	ABSENT
REINHARDT (FOR ORTEGA)	<u>X</u>			
WEIK	<u>X</u>			
LANTRY				<u>X</u>
ROSSBACH	<u>X</u>			
REINKE	<u>X</u>			
GIULIANI STEPHENS	<u>X</u>			
JOHNSTON	<u>X</u>			
KYLLO	<u>X</u>			
NELSON				<u>X</u>
ZELLER				<u>X</u>



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 5/22/2012

Regional Railroad Authority Meeting Date: _____

SUBJECT: Amendment Two to the Union Depot TIGER grant agreement

EXECUTIVE SUMMARY

On October 12, 2010 the Ramsey County Regional Railroad Authority (RCRRA) approved a grant agreement with the Federal Highway Administration (FHWA) and the Minnesota Department of Transportation (MnDOT) for \$35,000,000 in federal funding for the Union Depot under the Transportation Investments Generating Economic Recovery (TIGER). Amendment One clarified the notice provisions of the agreement. Most of the funding has been received under this agreement.

In late October of 2010, RCRRA was awarded \$40,000,000 in 2010 Federal Railroad Administration (FRA) High Speed Intercity Passenger Rail funding. After considerable discussion of federal requirements, policies and procedures, the parties involved have decided that the FRA funding should be transferred to FHWA and administered through MnDOT as is the TIGER funding. To respect FRA's need to approve the freight railroad signal systems that are only now being designed, the Amendment Two releases half of the funding now, \$20,000,000, and the rest when FRA has approved the signal designs later this year.

ACTION REQUESTED

1. Approve Amendment Two to the Grant Agreement with the Federal Highway Administration and the Minnesota Department of Transportation for \$40,000,000 in funding under the Federal Rail Administration High Speed Intercity Passenger Rail program.
2. Authorize the Chair to execute Amendment Two.

1

SUBJECT: Amendment Two to the Union Depot TIGER grant agreement

ATTACHMENTS:

Amendment Two to the Union Depot TIGER Grant Agreement with FHWA and MnDOT.
(The Grant Agreement is on file with the RCRRA Office)

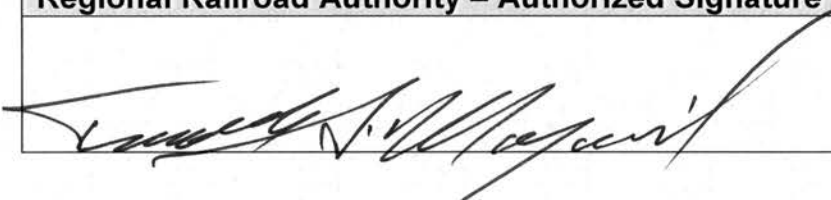
PREVIOUS ACTION:

R10-49 resolution approving the TIGER Grant Agreement

COUNTY MANAGER'S COMMENTS:

Receipt of the FRA funding is important to maintaining RCRRA's cash flow as we enter the last major construction season for the Union Depot project.

SUBJECT: Amendment Two to the Union Depot TIGER grant agreement

Regional Railroad Authority – Authorized Signature	Date
	5/15/12

Budgeting & Accounting – Authorized Signature	Date
ably for Sue Kuss	5/16/12

County Attorney – Authorized Signature	Date
Paul B. J. Miller	5/15/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Amendment Two to the Union Depot TIGER grant agreement

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to develop the
2 Union Depot Multi-Modal Transit Hub and other transportation projects that benefit the citizens of
3 Ramsey County; and

4
5 WHEREAS, The Ramsey County Regional Railroad Authority was awarded a \$40,000,000
6 2010 Federal Railroad Administration High Speed Intercity Passenger Rail grant for the project;
7 and

8
9 WHEREAS, Administration of the grant will be administered as part of the existing Union
10 Depot TIGER grant; and

11
12 WHEREAS, Amendment Two to the existing TIGER Grant Agreement has been negotiated
13 with the Federal Highway Administration and the Minnesota Department of Transportation to
14 provide the funding; Now, Therefore, Be It

15
16 RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment Two
17 to the Grant Agreement with the Federal Highway Administration and the Minnesota Department of
18 Transportation for \$40,000,000 in funding under the Federal Rail Administration High Speed
19 Intercity Passenger Rail program; and be it further

20
21 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County
22 Manager to execute Amendment Two.
23

Attachment

ADDENDUM No. 2

**TO THE GRANT AGREEMENT
UNDER THE
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
TRANSPORTATION INVESTMENTS GENERATING ECONOMIC RECOVERY
(TIGER) DISCRETIONARY GRANT PROGRAM**

Ramsey County Regional Railroad Authority

Union Depot

FHWA TIGER Grant No. 19

SECTION 1. PURPOSE OF ADDENDUM No. 2

- a) This addendum, Addendum No. 2 ("Addendum"), to FHWA TIGER Grant No. 19 ("Grant Agreement") is to revise the Project budget and to recognize and accept the addition of FY 2010 Federal Railroad Administration ("FRA") High-Speed Intercity Passenger Rail ("HSIPR") Program funding ("HSIPR funds"), made available under the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act for 2010 (Div. A of the Consolidated Appropriations Act, 2010 (Pub. L. 111-117, Dec. 16, 2009)), to the Project. This addition of HSIPR funds to the Project is subject to the terms and conditions of the Grant Agreement which was executed by the U.S. Department of Transportation, the Federal Highway Administration (the "Government" or "FHWA"), the Ramsey County Regional Railroad Authority and the Minnesota Department of Transportation) (collectively the "Parties"), with an effective date of November 15, 2010.
- b) The Parties to this Addendum additionally recognize that the purpose of the HSIPR funds is to first ensure that intercity passenger rail can enter, exit, and access the St. Paul Union Depot (the "Depot") in a safe and efficient manner and, secondly, to contribute towards the rehabilitation of the Depot and its return to service as a multimodal hub. Further, by executing this Addendum the Parties recognize and accept the use of the HSIPR funds on the Project. With respect to the application and use of the HSIPR funds on the Project, the Parties also recognize and accept that they must comply with the applicable requirements of the HSIPR Program, as described in this Addendum, in addition to the terms and conditions of the TIGER program, as described in the Grant Agreement. This Addendum and its sections are to be made part of Section 7 – Special Grant Requirements – of the Grant Agreement.
- c) FRA and FHWA have executed an Inter-Agency Agreement which is fully incorporated herein by reference.

SECTION 2. HSIPR FUNDS

- a) FRA announced an award of \$40.0 million dollars (\$40,000,000) under the HSIPR Program to the Minnesota Department of Transportation on October 28, 2010 for construction to rehabilitate the Depot as a multimodal hub for intercity rail, future high-speed rail, local rail and bus transit, and pedestrian, bicycle, taxi, and other local modes of access allowing relocation of the Amtrak's Empire Builder service to the Depot upon completion of the Project. The Parties agree that this HSIPR award is consistent with the purpose of the TIGER Grant award, as it is fully described in the Grant Agreement.
- b) The Parties acknowledge that the FRA will transfer the administration of the subject HSIPR funds, up to the total amount of \$40.0 million (\$40,000,000), to the FHWA for the purpose of completing the Project as it is described in section 4(c)(1) and Attachment A of the Grant Agreement, subject to the conditions described in this Addendum.
- c) The Parties, by signing and executing this Addendum, further acknowledge that the \$40.0 million (\$40,000,000) of HSIPR funds may only be used to pay costs associated with the renovation of the Depot buildings and the track and signal work necessary for intercity passenger rail service to access the Depot, subject to the conditions described in this Addendum.
- d) The Parties additionally recognize that the recipient of the HSIPR funds for the Depot was the State of Minnesota Department of Transportation ("Recipient") and the sub-recipient was the Ramsey County Regional Railroad Authority ("Subrecipient"). The Recipient and Subrecipient agree to use the HSIPR funds to assist in the final design and construction of the Project in accordance with the terms and conditions of the Grant Agreement and this Addendum.
- e) The Parties further recognize and understand that upon signing and execution of this Addendum \$20.0 million dollars (\$20,000,000) of the HSIPR funds will be made immediately available to the Recipient ("Initial Funds").
- f) The Recipient and Subrecipient may request additional sums of the remaining HSIPR funds ("Remaining Funds") upon written request to the FHWA Minnesota Division Administrator (MN Administrator). The MN Administrator will then consult with designated representatives of the FRA on the request and only after agreement with FRA will any of the Remaining Funds be released. The request must demonstrate that Preliminary Engineering, as set forth in Section 3(h) of this Addendum, is complete, and that the Government determines that sufficient progress is being made on track and signal system design and Project construction. It is understood by the Parties that the release of any of the Remaining Funds shall be at the sole discretion of the Government.

SECTION 3. HSIPR FUNDS ADDITIONAL GRANT CONDITIONS

The following terms and conditions apply to use of the HSIPR funds on the Project, in addition to the terms and conditions set forth in the Grant Agreement:

a) Buy America. With respect to the use of all HSIPR funds made available under this Addendum, the Recipient and Subrecipient shall comply with the Buy America provisions set forth in 49 U.S.C. 24405(a) for the Project requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions therein set forth.

b) Labor Provisions. 49 U.S.C. 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with HSIPR funds made available under this Addendum shall be considered a "rail carrier," as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C 231 et seq.), the Railway Labor Act (43 U.S.C.151 et seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 et seq.). The Recipient and Subrecipient shall reflect these provisions in their agreements with the entities operating rail services over such rail infrastructure to the extent required by 49 U.S.C. 24405(b) and other laws referenced above.

c) Labor Protective Arrangements. For a project that uses rights-of-way owned by a railroad, the Recipient and Subrecipient shall comply with the protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. 836, with respect to employees affected by actions taken in connection with the Project financed in whole or in part with HSIPR funds made available under this Addendum (See 49 U.S.C. 24405(c)). The Recipient and Subrecipient agree to include the applicable protective arrangements established by the Department of Labor under 45 U.S.C. 836 in their agreements with entities operating rail services over rail infrastructure constructed as part of the Project. The following definitions apply for purposes of applying those protective arrangements: (1) 'Protected employee' means an employee of a railroad who had an employment relationship with such railroad on the date on which the Recipient first applied for financial assistance applicable to the Project involved and who is affected by actions taken pursuant to this Grant Agreement; provided, however, that an employee who was benefitted solely as a result of the Project shall not be a protected employee under these provisions. (2) 'Railroad' means a rail carrier or a common carrier by railroad or express as defined in 49 U.S.C. 10102, and includes the National Railroad Passenger Corporation and the Alaska Railroad as well as a person that conducts rail operations over rail infrastructure constructed or improved with funding provided in whole or in part in a grant made pursuant to this Addendum.

d) Project Use for Intercity Passenger Rail Service and Refunds. The Recipient and Subrecipient acknowledge that part of the overall purpose of the Project is to benefit intercity passenger rail service. In the event that all intercity passenger rail service making use of the Project improvements is discontinued (for any reason) at any time during a period of twenty (20) years from the date such Project improvements were placed in service ("Service Period"), as set forth above, and if such intercity passenger rail service is not reintroduced during a one (1) year period following the date of such discontinuance, the Subrecipient shall keep the improvements of the Project available for intercity passenger rail service for the remainder of the Service Period, taking such action as is reasonably necessary to keep the improvements available for such use for the remainder of the Service Period, and in such event that the improvements are not kept available for intercity passenger rail service as provided in this Section 3.d) then the

Recipient and Subrecipient shall, at FHWA's request, refund to FHWA, no later than eighteen (18) months following the date of such discontinuance, a pro-rata share of the Federal contribution made available under this Addendum, based upon the percentage of the twenty (20) year period remaining at the time of such discontinuance e) Davis-Bacon Act Provisions. For Project components funded using the HSIPR funds, the Recipient and Subrecipient shall comply with 49 U.S.C. 24405(c)(2), with respect to the payment of prevailing wages consistent with the provisions of 49 U.S.C. 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements. This section does not abrogate the Recipients and Subrecipients responsibilities on the remainder of the Project to comply with the Davis Bacon Act provisions as are set out in the terms and conditions of the Grant Agreement.

f) Replacement of Existing Intercity Passenger Rail Service. 49 U.S.C. 24405(d) requires any entity providing intercity passenger railroad transportation on a project funded by this Addendum to comply with certain requirements with respect to its employees and the employees of preexisting intercity rail passenger services. The Recipient and Subrecipient shall comply with the applicable provisions of 49 U.S.C. 24405(d) to the extent they are or become a provider of intercity passenger railroad transportation. If they are not the operator or provider of the intercity passenger rail services benefitting from the Project funded under this Addendum, then they shall notify the selected operator of the requirements imposed by section 24405(d).

g) Additional HSIPR Guidance. The Recipient and Subrecipient shall comply with additional HSIPR guidance found in the HSIPR Program Interim Guidance/Notice of Funding Availability through which this Project was selected for funding (see <http://www.fra.dot.gov/downloads/PubAffairs/2010-15993.pdf>). The Recipient and Subrecipient should refer to this Guidance as necessary when carrying out the activities associated with implementing the Project.

h) Preliminary Engineering: The Subrecipient shall complete PE (30% design) for the track and signal system improvements. The Subrecipient shall obtain approval of the PE plans from Amtrak, Union Pacific Railroad Company ("UP"), BNSF Railway Company ("BNSF"), Canadian Pacific ("CP"), the Minnesota Department of Transportation, and FRA (FRA approval shall occur last, after all other necessary approvals are issued). The costs associated with performing such PE may not be reimbursed with HSIPR funds under this Addendum and may not be credited towards Recipient or Subrecipient's non-federal match of such HSIPR funds.

i) Construction Agreements: Prior to conducting any final design work activities under Section 3(j), the Recipient and Subrecipient shall submit to MN Administrator the following: (i) a Construction Agreement between CP and Recipient and Subrecipient regarding the construction of any and all track and signal system improvements to occur on CP owned and/or controlled infrastructure relating to the Project; (ii) a Construction Agreement between BNSF and Recipient and Subrecipient regarding the construction of any and all track and signal system improvements to occur on BNSF owned and/or controlled infrastructure relating to the Project; and (iii) a Construction Agreement between UP and Recipient and Subrecipient regarding the

construction of any all track and signal system improvements to occur on UP owned and/or controlled infrastructure relating to the Project. The Recipient and Subrecipient must receive approval from the Government on the Construction Agreements required by this paragraph. The costs associated with performing the tasks required by this paragraph may not be reimbursed with HSIPR funds under this Addendum and may not be credited towards Recipient and Subrecipient non-federal match of such HSIPR funds. The Recipient and Subrecipient shall include in each Construction Agreement the following provisions:

- 1) The infrastructure capacity will be adequate to accommodate both the existing freight and intercity passenger rail operations and the future freight and intercity passenger rail operations that will result from this Project. For clarity, no additional passenger train frequencies will result from the Project;
- 2) Recipient and Subrecipient represent that they are in compliance with liability requirements consistent with section 28103 of Title 49 of the United States Code;
- 3) The railroad agrees that collective bargaining agreements with the railroad's employees, including terms regulating the contracting of work, will remain in full force and effect according to their terms for work performed by the railroad on the Project;
- 4) Recipient and Subrecipient (including successors and assigns) shall have the right to use the Project property for the purpose of providing intercity passenger rail service for twenty (20) years beginning from completion of the Project (the "HSIPR Term");
- 5) The railroad shall ensure the maintenance of the Project property to the level of utility (including applicable FRA track safety standards) which exists when the Project improvements are placed in service for the HSIPR Term; and
- 6) The railroad shall not downgrade the Project in any way that reduces the utility of the Project for the intercity passenger rail operations during the HSIPR Term, without Recipient's prior written approval.

j) Final Design. Upon Recipient and Subrecipient's compliance with paragraphs (h) and (i) of this section, Grantee shall perform the final design (100% design) of all track and signal systems required to achieve full, operational access to the Depot, in accordance with the approved PE (30% design). Recipient and Subrecipient shall provide copies of final design materials to the MN Administrator.

SECTION 4. PROJECT BUDGET

The source of Project Funds for the Project in section 4(d)(3) of the Grant Agreement is amended to read as follows:

"TIGER Discretionary Grant Amount:	\$35,000,000
Federal Other Share (if any):	\$89,322,983
- PNRS	\$45,294,448
- FTA 5309	\$40,285,535
- HSIPR funds	\$40,000,000*
State Share (if any):	\$13,967,500
Local Share (if any):	\$105,102,407
Total Project Cost:	\$243,392,890

*Recipient agrees to complete all actions necessary to provide the matching contributory funds or cost share of the Project costs required by the HSIPR funds, at or before the time that such funds are needed to meet Project expenses. Recipient agrees to contribute a minimum of 20% of the total HSIPR funds used for the Project, as detailed in the Inter-Agency Agreement. In addition, the HSIPR funds are subject to the sole discretion of the Government, consistent with the requirements described in Section 2(e) of this Addendum.

SECTION 5. EXECUTION OF ADDENDUM

There are four (4) identical counterparts of this Addendum in typewritten hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original having identical legal effect. When signed and dated by the authorized official of the Government, this instrument will constitute a formal amendment to the Grant Agreement. Except as modified, changed, and supplemented by this Addendum, all terms of the original Grant Agreement shall continue in full force and effect. Upon full execution of this Addendum by the Parties, the effective date will be the date the Government executes this Addendum as set forth below.

EXECUTION BY THE GOVERNMENT

Executed this _____ day of _____, 2012.

Signature of Government's Authorized Representative

Print Name

Title

EXECUTION BY THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Executed this _____ day of _____, 2012.

Signature of Project Sponsor's Authorized Representative

Print Name

Title

EXECUTION BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION

Executed this 8 day of May, 2012.



Signature of State Department of Transportation Designated
Official Representative

Thomas K. Sorel

Print Name

Commissioner

Title