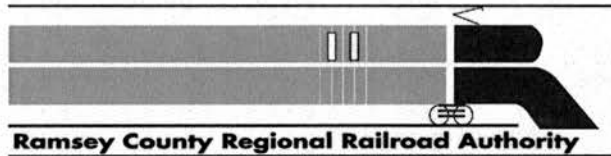




Ramsey County Regional Railroad Authority.
Records.

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

REGIONAL RAILROAD AUTHORITY

May 7, 2013

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

.....
ROLL CALL and Call to Order

AGENDA of the May 7, 2013 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the April 2, 2013 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. **Approval of the Ramsey County Regional Railroad Authority's funding commitment to the Minnesota High Speed Rail Commission for 2013**

Board Action Requested:

- 1) Accept the Minnesota High Speed Rail Commission's 2013 Budget.
- 2) Approve the Ramsey County Regional Railroad Authority's payment of \$17,625 to the Minnesota High Speed Rail Commission as its funding commitment to the 2013 budget.
- 3) Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

2. **Second Amendment to the Subrecipient Agreement with the Metropolitan Council for the Rush Line Corridor Advanced Alternatives Analysis**

Board Action Requested:

- 1) Approve the Second Amendment to Subrecipient Agreement SG-2009-050 with the Metropolitan Council to provide up to \$1,189,700 in federal funds for the completion of the Rush Line Corridor Advanced Alternatives Analysis and to extend the term of the agreement to December 31, 2015.
- 2) Authorize the Chair to execute the Second Amendment.
- 3) Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

3. **Amendment 1 to Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – Class 1 Railroads**

Board Action Requested:

- 1) Approve Amendment No. 1 to MnDOT Contract No. 98171 with MnDOT to increase the amount of federal funding in an estimated amount of \$14,750,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.
- 2) Authorize the Chair to execute Amendment No. 1.

(Continued)

4. Authorization for a Riverview Corridor Pre-Project Development Study

Board Action Requested:

- 1) Authorize the Ramsey County Regional Railroad Authority to develop a Request for Proposals for a Riverview Corridor Pre-Project Development Study.
- 2) Authorize the use of Ramsey County Regional Railroad Authority fund balance in the amount of \$1,500,000 for use on the Riverview Corridor Pre-Project Development Study.
- 3) Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

April 2, 2013

The Ramsey County Regional Railroad Authority met with the following members present: Carter, Huffman, McGuire, Ortega, Reinhardt, Rettman, McDonough – 7. Absent: 0. Also present were Julie Kleinschmidt, Ramsey 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 Huffman moved approval of the Agenda of the April 2, 2013 Regional Railroad Authority Meeting, seconded by Commissioner Ortega. Roll Call: Ayes – Reinhardt, Rettman, Carter, Huffman, McGuire, Ortega, McDonough – 7. Nays – 0.

MINUTES

Commissioner Huffman moved approval of the Minutes of the March 13, 2013 Regional Railroad Authority Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Reinhardt, Rettman, Carter, Huffman, McGuire, Ortega, McDonough – 7. Nays – 0.

1. Purchase Agreement with the City of Maplewood for the former BNSF right-of-way between Beam Avenue and I-694

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

Commissioner Rettman suggested adding "in the City of Maplewood" to the County Manager's Comments of the Request for Board Action to define the purpose.

Commissioner Reinhardt suggested an amendment to the resolution by adding another WHEREAS clause to include the County Manager's Comments as suggested by Commissioner Rettman in order to define the purpose in the resolution.

The amendment was seen as friendly.

Chair McDonough said this has been a long time coming and thanked the Ramsey County Regional Railroad Authority staff for their work into this project.

Commissioner Reinhardt also added her sincere thanks to the staff for the time they put into this.

Roll Call: Ayes – Reinhardt, Rettman, Carter, Huffman, McGuire, Ortega, McDonough – 7. Nays – 0.
R13-12

WHEREAS, The Ramsey County Regional Railroad Authority desires to purchase the former BNSF right-of-way between Beam Avenue and a location just North I-694 in Maplewood from the City of Maplewood; and

WHEREAS, Ramsey County Regional Railroad Authority staff negotiated a Purchase Agreement with the City of Maplewood;

WHEREAS, Acquiring the former BNSF right-of-way between Beam Avenue and a location just North of I-694 in the City of Maplewood is essential to closing a land ownership gap between properties owned by the Ramsey County Regional Railroad Authority in the Northeast/Rush Line Corridor right-of-way; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority accepts and approves a Purchase Agreement with the City of Maplewood for the former BNSF right-of-way between Beam Avenue and a location just North I-694 in the amount of \$400,000; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Purchase Agreement.
Counties in America.

2. Release of Request for Proposals for Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation

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

Chair McDonough explained that this is a Request for Proposals for a grant we received from the Corridors of Opportunity to help foster community conversation around transit corridors in the East Metro with a focus on the Gateway Corridor. He said Commissioner Rettman earlier asked why it did not mention the Red Rock Corridor. The reason is because this is a Corridors of Opportunity grant coming through the Housing and Urban Development (HUD) Sustainable Communities and there are specific corridors that were assigned to it - Central Corridor, Gateway Corridor, Southwest Corridor, Cedar, Bottineau Corridor, and Northstar Corridor.

Commissioner McGuire asked if there might be other opportunities for other grant proposals in the future for other corridors.

Chair McDonough replied that this is the end of the grant opportunity through the Corridors of Opportunity; it was a small \$ 5 million grant. He added that the listing of the corridors in the Corridors of Opportunity does not give them a leg up regionally in terms of advancement. Most of the funds have gone to Central Corridor because it was the corridor that was being built and was the project that was upfront at the time the grant was awarded.

Roll Call: Ayes – Reinhardt, Rettman, Carter, Huffman, McGuire, Ortega, McDonough – 7. Nays – 0.
R13-13

WHEREAS, In 2011, the Ramsey County Regional Railroad Authority ("RCRRA") was awarded \$247,000 in federal Housing and Urban Development ("HUD") Sustainable Communities Initiative funds to manage the three-year *Jobs Central* Project ("Project"); and

WHEREAS, in 2012, the RCRRA received \$90,000 in grants from the McKnight Foundation and the Saint Paul Foundation to hire a consultant to provide professional and administrative assistance to the Project Manager; and

WHEREAS, the Civic Source, Inc. was competitively selected as the consultant according to Administrative Code, and an Agreement signed by the County Manager under current authority; and

WHEREAS, the RCRRA would like to engage Civic Source, Inc. to assume additional activities in the Project's Work Plan, for which qualified expenditures will be reimbursed by the HUD grant; and

WHEREAS, in order to do this, the Agreement must be amended to add to the scope, extend the duration, and to increase to payment to the Contractor by \$16,500; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to amend the Agreement with Civic Source to increase the scope of services for the period of February 1, 2012 to January 31, 2014 and to increase the total payment up to the amount of \$106,500; And, Further, Be It

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

3. Construction Agreement with BNSF Railway

Commissioner Rettman moved approval of the following resolution, seconded by Commissioner Huffman.
Roll Call: Ayes – Reinhardt, Rettman, Carter, Huffman, McGuire, Ortega, McDonough – 7. Nays – 0.

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 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 Ramsey County Regional Railroad Authority has worked with BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad to develop and execute a Engineering/Public Project Reimbursement Agreement with each railroad that allows for final track and signal design to be completed; and

WHEREAS, The BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad each require the execution of a third agreement for construction of track and signal improvements; and

WHEREAS, The Ramsey County Regional Railroad Authority will provide funds to each freight railroad for the work necessary to construct track and signal improvements; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a Construction Agreement with BNSF Railway for replacement of the Southwest Wye Switch, replacement of the Gillette Spur Switch with an electric lock switch, upgrading of circuitry for the signalization of the North Wye Switch, signalization of the Division Street Wye and Saint Paul Union Depot Track including the West Leg, South Leg, East Terminal Lead, and Saint Paul Union Depot Track (CP 1/ Saint Paul Union Depot Crossover to BNSF St. Paul Subdivision) in an amount not to exceed \$2,320,000, And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Construction Agreement with BNSF Railway on behalf of the Ramsey County Regional Railroad Authority.

4. Contract with Ralph Gilbert to design, fabricate and install public art at Union Depot

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

Commissioner Huffman wanted to confirm that the Union Depot total public art budget is \$1.25 million.

Chair McDonough confirmed that the total budget is \$1.25 million; this contract is for \$150,000. This is the last Union Depot public art commission that will be awarded. There were several rounds of awards for public art commissions. We initially awarded four large-scale art commissions after an extensive Request for Proposals process. We then added a small-scale public art commission to attract more local artist, and a multicultural/historical public art commission to connect to the historical and cultural significance of the Union Depot.

Commissioner Carter commended the process that recognized the importance of an inclusion of culture and history of the Union Depot. She is pleased with the selection process and is excited about the artist.

Roll Call: Ayes – Reinhardt, Rettman, Carter, Huffman, McGuire, Ortega, McDonough – 7. Nays – 0.
R13-15

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

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

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

WHEREAS, Public art at Union Depot will: complement the power of the existing architectural elements, support Union Depot as a destination community space, educate the public about the important history and culture of the people who were part of Union Depot over the span of its existence, and serve to enhance the enjoyment of those passing through the public spaces; and

WHEREAS, On September 25, 2012, by resolution R12-38, Ramsey County Regional Railroad Authority authorized the issuance of a Supplemental Call to Artists (Request for Proposals) for a Historical and Multicultural Public Art Commission at the Union Depot in accordance with Ramsey County policies and procedures on Requests for Proposals, with direction to staff to return to the Ramsey County Regional Railroad Authority with a selection of artists for contracting authorization; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a contract with Ralph Gilbert, 1935 McLendon Ave., Atlanta, GA 30307, for commission of public art at Union Depot for the period of 4/2/2013 through 6/30/2014, in the amount of \$150,000; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the contract; And Be It Further

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

CORRIDOR UPDATES

- I-35W Corridor

Commissioner McGuire reported that she attended the I-35W Corridor Coalition meeting where they received an update on the new Managed Lane project from Mn/DOT staff. Representative Connie Bernardy proposed a bill in the House that requested \$10 million to construct auxiliary lanes on I-35W. She also reported that Mounds View has rejoined the coalition. They are hoping New Brighton will rejoin at the next meeting and that all of the partners who boarder I-35W will join.

- Rush Line

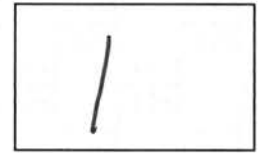
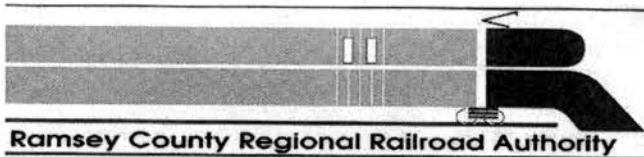
Commissioner Reinhardt reported that the Metropolitan Council looked at available funding for the Rush Line Advanced Alternatives Analysis and were able to gain some additional funds, which is beneficial for gathering further detailed information for the Analysis. She also said she wrote an article for the White Bear Press about the Advanced Alternatives Analysis and the Rush Line Corridor in general and a number of questions came forward. She said ridership numbers, costs, and comparison to other modes are the reasons we search for these answers and do these analyses before we make those investments. This is what the Alternatives Analysis is for. The additional funds from the Met Council can help us get a better picture that will allow us to make the right choices.

Chair McDonough commented that he believes the East Metro is in a strong position to move forward as the legislature hopefully supports Governor Dayton's proposal to accelerate the build-out of the

transit system and his proposal to increase transit funding by a half cent sales tax. He said with all of the work we do on our individual corridors, he's excited about where we are going in this County and in the East Metro. He thanked the commissioners for the work they do each day to advance their projects.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:40 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **05/07/2013**

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the Minnesota High Speed Rail Commission for 2013

EXECUTIVE SUMMARY

The Minnesota High Speed Rail Corridor begins at The Union Depot in downtown St. Paul and travels southeast along the Canadian Pacific Railway track to La Crescent, prior to entering Wisconsin and continuing on to Chicago. The Corridor is utilized by Amtrak for its Empire Builder passenger train between the Twin Cities and Chicago/Seattle. Additionally, the Midwest Regional Rail Initiative identifies the Corridor as the high speed connection between the Twin Cities and Chicago.

On April 28, 2009, the Ramsey County Regional Railroad Authority (RCRRA) adopted the Minnesota High Speed Rail Joint Powers Agreement (Agreement). The Agreement has since been adopted by the majority of regional railroad authorities along the Corridor creating the Minnesota High Speed Rail Commission (Commission). The Commission has the purpose of bringing together the regional railroad authorities and cities to cooperatively advocate for and analyze the feasibility, environmental impacts, engineering, construction and operation of an integrated rail transportation system within the Corridor.

In approving the Agreement, the RCRRA agreed to be a Financial Party and to pay a portion of the Commission's yearly activities. On September, 1, 2009, the RCRRA also approved a Financial Services Agreement with the Commission, which designated the RCRRA as the Fiscal Agent for the Commission. On January 3, 2013, the Commission passed its 2013 Work Plan and total budget of \$65,000. The Bylaws require that a yearly budget be approved by the Commission and that each Financial Party's funding commitment be approved by the respective Financial Party's Board.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Accept the Minnesota High Speed Rail Commission's 2013 Budget.
2. Approve the Ramsey County Regional Railroad Authority's payment of \$17,625 to the Minnesota High Speed Rail Commission as its funding commitment to the 2013 budget.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

(Executive Summary continued)

The approved 2013 Commission budget identifies expenditures of \$65,000 and the use of \$24,375 in fund balance to offset 2012 member contributions. With the 2012 withdrawal of the Washington County Regional Railroad Authority, the RCRRA's financial participation in the Commission's budget has increased from 35.25% to 40.50%. This results in a 2013 budget request of \$26,325. After the use of fund balance, the RCRRA's financial participation drops by \$8,700 to \$17,625. These funds are available in the 2013 Regional Railroad Authority operating budget. Adoption of the proposed resolution provides RCRRA's 2013 funding commitment to the Commission.

SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the Minnesota High Speed Commission for 2013

ATTACHMENTS:

1. Final 2013 Minnesota High Speed Rail Commission Work Plan and Budget
2. Resolution # R09-34, which approved the Financial Services Agreement with the Minnesota High Speed Rail Commission.

PREVIOUS ACTION:

February 7, 2012, Resolution R12-09 approved a payment of \$17,625 to the Minnesota High Speed Rail Commission for its portion of the 2012 Commission budget.

On April 5, 2011, Resolution R11-14 approved a payment of \$17,625 to the Minnesota High Speed Rail Commission for its portion of the 2011 Commission budget.

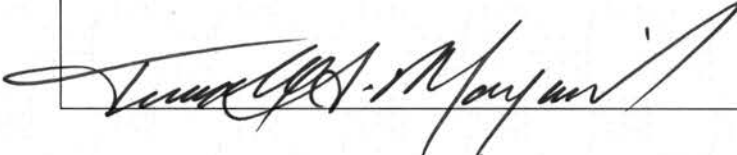
March 16, 2010, Resolution R10-23 approved a payment of \$13,748 to the Minnesota High Speed Rail Commission for its portion of the 2010 Commission budget.

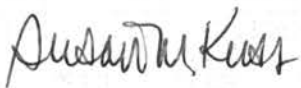
September 1, 2009, Resolution R09-33 approved a payment of \$21,150 to the Minnesota High Speed Rail Commission for its portion of the 2009 Commission budget.

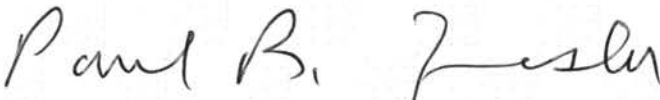
COUNTY MANAGER'S COMMENTS:

The Bylaws require that a yearly budget be approved by the Minnesota High Speed Rail Commission and that each Financial Party's funding commitment be approved by the respective Financial Party's Board. Approval of this payment of \$17,625 will allow work to continue on the Minnesota High Speed Rail Corridor which will ultimately provide high speed rail service from the Twin Cities to Chicago.

SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the Minnesota High Speed Commission for 2013

Regional Railroad Authority – Authorized Signature	Date
	5/1/13

Finance – Authorized Signature	Date
	4/29/13

County Attorney – Authorized Signature	Date
	4/29/13

Property Management – Authorized Signature	Date

Information Services– Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the Minnesota High Speed Commission for 2013

Draft Resolution

1 WHEREAS, The Minnesota High Speed Rail Corridor begins at The Union Depot in
2 downtown St. Paul and travels southeast along the Canadian Pacific Railway track to La
3 Crescent prior to entering Wisconsin and continuing on to Chicago; and
4

5 WHEREAS, The Ramsey County Regional Railroad Authority adopted the Minnesota
6 High Speed Rail Commission Joint Powers Agreement on April 28, 2009; and
7

8 WHEREAS, The Joint Powers Agreement has since been adopted by the majority of
9 Regional Railroad Authorities along the Corridor; and
10

11 WHEREAS, Adoption of the Joint Powers Agreement created the Minnesota High Speed
12 Rail Commission which allows its member parties to cooperatively advocate for and analyze the
13 feasibility, environmental impacts, engineering, construction and operation of an integrated rail
14 transportation system in the Corridor, along with the associated land use and development
15 impacts; and
16

17 WHEREAS, The Ramsey County Regional Railroad Authority is a Financial Party to the
18 Joint Powers Agreement; and
19

20 WHEREAS, The Minnesota High Speed Rail Commission adopted its 2013 Work Plan
21 and Budget on January 3, 2013; and
22

23 WHEREAS, The Bylaws require each Financial Party to approve its financial participation
24 to the Minnesota High Speed Rail Commission; and
25

26 WHEREAS, The Minnesota High Speed Rail Commission's 2013 Work Plan and Budget
27 identified \$26,325, or 40.50% as the Ramsey County Regional Railroad Authority funding
28 commitment; and
29

30 WHEREAS, The Minnesota High Speed Rail Commission's 2012 Work Plan and Budget
31 identified the use of \$24,375 in fund balance to offset 2012 member funding commitments; and
32

33 WHEREAS, The use of fund balance reduces the Ramsey County Regional Railroad
34 Authority contribution by \$8,700 resulting in a total funding commitment of \$17,625; Now,
35 Therefore, Be It
36

37 RESOLVED, The Ramsey County Regional Railroad Authority hereby accepts the
38 Minnesota High Speed Rail Commission's 2013 Budget; And Be It Further
39

40 RESOLVED, The Ramsey County Regional Railroad Authority approves a payment of
41 \$17,625 to the Minnesota High Speed Rail Commission as its funding commitment to the 2013
42 Budget; And Be It Further
43

44 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County
45 Manager to make all necessary budget adjustments including increasing estimated revenues
46 and appropriations.
47

5



Minnesota High-Speed Rail Commission

2013 Final Work Plan and Budget

1. General Activities

The Minnesota High-Speed Rail Commission (Commission) will work with Corridor counties and municipalities, the Prairie Island Indian Community, the Minnesota Department of Transportation (Mn/DOT), the Metropolitan Council, the La Crosse Area Planning Committee, Amtrak, Canadian Pacific Railway, Burlington Northern Santa Fe Railway, Union Pacific Railway, corridor chambers of commerce and others to continue the advancement and development of high speed rail from La Crescent to the Union Depot in St. Paul, 'the River Route'. To accomplish this the Commission will do the following:

- Monitor the progress of high-speed rail activities in the United States and the Midwest
- Monitor progress and offer guidance on high-speed rail studies involving the River Route
- Monitor progress and offer guidance on studies for additional passenger rail service along the River Route
- Monitor progress and offer guidance on freight rail studies involving the River Route
- Coordinate with Mn/DOT on high-speed, passenger, and freight rail studies that impact the River Route
- Coordinate with other interested parties on high-speed, passenger and freight rail improvements throughout the United States
- Offer formal comments on high-speed rail studies and state and federal policy as needed
- Work for the seamless integration of high-speed rail into the River Route's municipalities' comprehensive plans
- Offer guidance and assistance to municipalities, Mn/DOT, Metropolitan Council, freight railroads, and others for the advancement of high-speed rail along the River Route

General Activities will be lead by commission staff working with agency staff to advise the commission on when its involvement is needed.

2. Advocacy and Legislative Coordination

The Commission will continue to develop policy positions and advocate for improved high-speed and passenger rail service in the Corridor and throughout the Midwest Regional Rail System. To accomplish this, the Commission will do the following:

- Inform legislators of the need for high-speed rail service
- Inform legislators of the need for high-speed rail service along the River Route
- Inform legislators on the benefit of and need for increased freight rail capacity along the River Route.
- Advocate for increased funding to improve and expand the existing Amtrak passenger rail service along the River Route



Approved January 3, 2013

- Advocate for increased funding to improve freight rail infrastructure along the River Route.
- Coordinate legislative initiatives with impacted freight railroads, the Prairie Island Indian Community, the Counties Transit Improvement Board, Mn/DOT the Metropolitan Council, the La Crosse Area Planning Committee, Amtrak, other high-speed passenger rail corridors, and other impacted parties
- Coordinate legislative initiatives with the Red Rock Corridor Commission for those initiatives that impact both Corridors
- Coordinate legislative initiatives with partner agencies for those initiatives that impact the River Route
- Establish positions on state and federal legislative initiatives that affect the River Route
- Encourage Minnesota and Wisconsin to continue advancing the Milwaukee to Twin Cities portion of the Twin Cities to Chicago high-speed rail corridor through design and into construction.
- Attend regional/national conferences to educate members on high-speed rail and its impact on mobility, the economy, and built environment
- Host joint meetings and forums with high-speed rail advocates to encourage the implementation of high-speed rail along the River Route
- Advocate for the continued analysis of high-speed rail along the River Route and work to strengthen the conclusions of the Minnesota State Rail Plan which identified the River Route as a priority high speed rail corridor
- Advocate for a multimodal transportation system that improves mobility through connecting corridor communities without stations to each other and to communities with stations
- Advocate for rail safety improvements including at-grade crossings and track upgrades
- Seek membership in similar advocacy organizations such as the Midwest High Speed Rail Association and Go Rail.

Advocacy and Legislative Coordination Activities will be lead by commission staff working with the Chair to identify which items merit commission involvement. If commission involvement is merited, and time allows, the items will be brought to the commission for discussion. If time does not allow, the Chair will determine whether or not the commission shall be involved. In all instances, the Chair shall be the spokesperson for the commission.

3. Public Involvement

The Commission's public involvement activities will be developed to increase public awareness of high speed rail, high-speed rail along the River Route, the Commission, the larger Midwest Regional Rail Initiative, the importance of investing in high-speed rail and existing passenger rail service. These activities will be separate from, but coordinated with the Mn/DOT's public involvement activities related to the implementation of the completed Minnesota State Rail Plan and the ongoing Tier One Environmental Analysis for the Twin Cities to Milwaukee corridor. Specific Commission activities will include:



Approved January 3, 2013

- Implement a Public Communications strategy that builds upon the Commission's Strategic Communications Plan. This strategy will guide the Commission's public involvement activities including:
 - Public Information
 - Community Relations
 - Media Relations
 - Corridor Positioning
 - Website Presence
 - Social Media (Twitter, Facebook, etc.)
 - Supporter Distribution List
 - Materials Development and Production
- Revise the Strategic Communications Plan as needed
- Coordination with partner agencies on high speed rail and River Route advocacy
- Presentations to civic and community groups throughout the Corridor
- Support for similar organizations (e.g. Midwest High Speed Rail Association)
- Media recognition of Commission meetings and events through print, radio, and public access television

Public Involvement Activities will be lead by commission staff working with the commission's public communications consultant. Public involvement strategies will continue to be discussed with the Chair before being brought to the commission.

4. Management, Policy, and Administrative Activities

Commission activities will include but not be limited to the following:

- Prepare and adopt the 2014 Work Plan and Budget
- Prepare the annual yearly report
- Review insurance needs and procure appropriate insurance
- Provide Commission and staff administration
- Manage Commission expenses

Management, Policy, and Administrative Activities will be lead by commission staff. The deliverables will continue to be brought before the commission for their approval.

5. Optional Activities

Activities that could be undertaken in full or in part by the commission in 2013 or future years.

Commission Communications

A commission lead effort to increase public awareness of the corridor. Activities include engaging consultant(s) to revise the commission's website and to complete a survey of corridor residents and businesses.

- Website
Revise the commission's website to include more interactive elements to encourage repeat visits to the site, additional awareness and understanding of



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the benefits of implementing high-speed rail, and to allow visitors to gain a better understanding of the communities along the corridor.

- Survey
Complete a survey of corridor residents to gauge their interest, understanding of, and perception of high-speed rail

Commission Analysis

A commission led effort to gather data on the River Route through contracting with consultants, student groups, or other parties. This data gathering could include such things as the following:

- Cost Benefit Analysis of high-speed rail on the freight rail network
- Identification of areas of concern for communities along the River Route
- Summarization of the work done to date
- Other items as identified by the commission

Optional Activities will be lead by commission staff working with the commission's public communications consultant and other consultants as need (i.e. professional surveyor if survey work is undertaken). Optional Activities work scope items will be approved as part of awarding a contract to undertake the additional work.



Approved January 3, 2013

2013 Expenditures

Expenditure Category	Amount
Advocacy and Legislative Coordination	
- Publications	\$2,000
- Materials	\$3,000
- Special Events	\$1,000
- Travel to Washington D.C. (responsibility of each member) ¹	
- Travel to National Conferences (responsibility of each member) ²	
- Federal/State Advocacy (Financial member in kind contribution)	[\$20,000]
Subtotal	\$6,000
Public Involvement	
- Implementation of Public Communications Plan	\$10,000
- Website Hosting/Content Development	\$5,000
- Public Information Materials and Production	\$5,000
Subtotal	\$20,000
Management/Administration	
- Materials	\$3,000
- Insurance	\$2,000
Subtotal	\$5,000
Contingency	\$34,000
Total	\$65,000

¹Multiple Financial Members currently have contracts with federal and state lobbyists. These lobbyists will provide federal and state lobbying services as an in kind contribution of the financial members to the Commission.

²Travel to out of state events/conferences would be the responsible of each individual member. Total cost per person for a trip to Washington D.C. is approximately \$1,500 and a trip to a national conference is approximately \$2,200 (includes conference registration).

³Funding for Optional Tasks is not included in the 2013 Budget.

⁴The commission is expected to have a fund balance of approximately \$70,000 at the end of 2012.

Approximately \$13,200 will be returned to Washington County Regional Railroad Authority due to their withdrawal from the commission. Staff recommends use of \$24,375 in fund balance to offset contributions for expenditures in 2013.



Approved January 3, 2013

2013 Revenue (Proposed)

Revenue Source		Amount
Federal Appropriations		
Subtotal		\$0
State Appropriations		
Subtotal		\$0
Regional Railroad Authority:	Percentage:	2013 Contribution
- Ramsey County	40.50%	\$26,325
- Dakota County	27.00%	\$16,200
- Winona County	13.50%	\$8,775
- Goodhue County	11.50%	\$7,475
- Wabasha County	7.50%	\$4,875
Subtotal	100%	\$65,000
TOTAL		\$65,000



Approved January 3, 2013

2013 Revenue (Proposed)

Revenue Source		Amount		
Federal Appropriations				
Subtotal		\$0		
State Appropriations				
Subtotal		\$0		
Regional Railroad Authority:	Percentage:		Proposed Offset ¹	Adjusted 2013 Contribution
- Ramsey County	40.50%	\$26,325	\$8,700	\$17,625
- Dakota County	27.00%	\$16,200	\$6,800	\$10,750
- Winona County	13.50%	\$8,775	\$3,525	\$5,250
- Goodhue County	11.50%	\$7,475	\$3,100	\$4,375
- Wabasha County	7.50%	\$4,875	\$2,250	\$2,625
Subtotal	100%	\$65,000	\$24,375	\$40,625
TOTAL		\$65,000		

¹ Offset required to have 2013 contributions match 2012 contributions.

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: September 1, 2009 No.: R09-34

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

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

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

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

WHEREAS, The Minnesota High Speed Rail Joint Powers Agreement calls for the designation of a Fiscal Agent to provide contract management, legal review, and budgeting and accounting services necessary or convenient for the Commission and otherwise act as the Commission's fiscal agent; and

WHEREAS, on July 2, 2009, the Commission adopted its Bylaws, 2009 Work Plan and Budget, and designated the Ramsey County Regional Railroad Authority as its fiscal agent; and

WHEREAS, a Financial Services Agreement between the Ramsey County Regional Railroad Authority and the Commission is needed to formalize this designation. Now Therefore, Be It

RESOLVED, that the Ramsey County Regional Railroad Authority approves the Financial Services Agreement between it and the Commission, and Be It Further

RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the Chair to execute the Financial Services Agreement between the Ramsey County Regional Railroad Authority and the Minnesota High Speed Rail Commission.

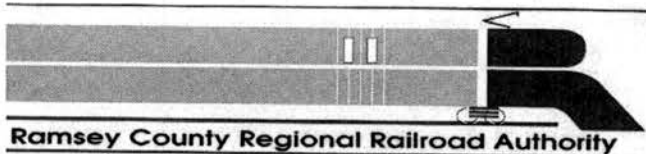
Ramsey County Regional Railroad Authority

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

Jim McDonough, Chair

By: Tony Bennett

Tony Bennett, Secretary



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 05/07/13

Regional Railroad Authority Meeting Date: _____

SUBJECT: Second Amendment to the Subrecipient Agreement with the Metropolitan Council for the Rush Line Corridor Advanced Alternatives Analysis

EXECUTIVE SUMMARY

Background

In October 2009, the Ramsey County Regional Railroad Authority (RCRRA) approved Subrecipient Agreement SG-2009-050 with the Metropolitan Council providing federal funding for 80% of the cost of alternatives analysis studies in the Red Rock and Rush Line Corridors. Subsequently, the First Amendment to the grant agreement was approved extending the term to December 31, 2013. The East Metro Rail Capacity Analysis and Economic Analysis studies have been completed for the Union Depot and for the Red Rock Corridor. The studies did not use all the grant agreement funding. The amount of \$1,487,125 remains available.

The Rush Line Corridor Task Force passed a motion on March 21, 2013 requesting that the RCRRA and the Metropolitan Council amend the grant agreement to include the Rush Line Corridor Advanced Alternatives Analysis (Advanced AA) in the work scope. Including the Advanced AA in the work-scope will make federal funds available to cover 80% (\$1,189,700) of the study's cost of \$1,487,125. The 20% (\$297,425) non-federal match will be provided by the RCRRA as agreed to in Resolution R09-12, dated April 14, 2009. The counties participating in the Rush Line Corridor Task Force will contribute towards the cost of the non-federal match in accordance with the Rush Line Corridor Task Force Joint Powers Agreement. The counties' contribution will decrease RCRRA's share of the non-federal match to an amount not to exceed \$250,000. These funds are available in the 2013 RCRRA operating budget.

ACTION REQUESTED

1. Approve the Second Amendment to Subrecipient Agreement SG-2009-050 with the Metropolitan Council to provide up to \$1,189,700 in federal funds for the completion of the Rush Line Corridor Advanced Alternatives Analysis and to extend the term of the agreement to December 31, 2015.
2. Authorize the Chair to execute the Second Amendment.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

1

SUBJECT: Second Amendment to the Subrecipient Agreement with the Metropolitan Council for the Rush Line Corridor Advanced Alternatives Analysis

ATTACHMENTS:

1. Second Amendment to Subrecipient Agreement SG-2009-050
2. First Amendment to Subrecipient Agreement SG-2009-050
3. Resolution # R09-12

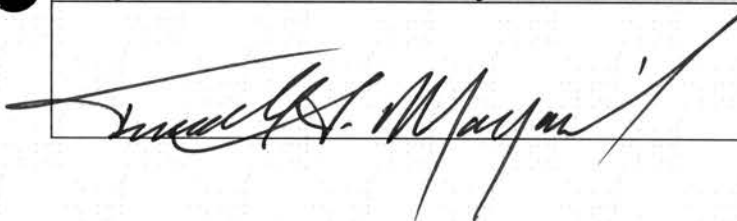
PREVIOUS ACTION:

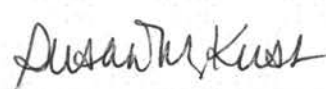
October 6, 2009, RCRRA Resolution R09-12 approved Subrecipient Grant Agreement SG-2009-050.

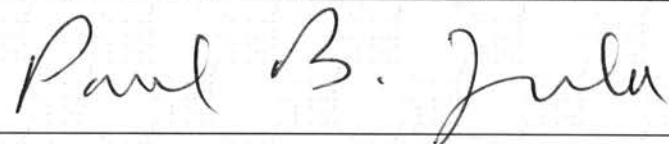
COUNTY MANAGER'S COMMENTS:

Approval of the Second Amendment to the Subrecipient Agreement maximizes the Regional Railroad Authority's opportunity to receive Federal funding for the Rush Line Corridor.

**SUBJECT: Second Amendment to the Subrecipient Agreement with the Metropolitan Council
for the Rush Line Corridor Advanced Alternatives Analysis**

Regional Railroad Authority – Authorized Signature	Date
	5/1/13

Finance – Authorized Signature	Date
	4/29/13

County Attorney – Authorized Signature	Date
	4/24/13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Second Amendment to the Subrecipient Agreement with the Metropolitan Council for the Rush Line Corridor Advanced Alternatives Analysis

Draft Resolution

1 WHEREAS, The Rush Line Corridor originates in Hinckley travels south to Union Depot in
2 St. Paul and on to Minneapolis generally following I-35/35E; and

3
4 WHEREAS, The Rush Line Corridor Task Force was formed by a Joint Powers Agreement
5 to address the transportation needs of the Rush Line Corridor; and

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

9
10 WHEREAS, The Rush Line Corridor Task Force completed its Alternatives Analysis in 2009,
11 which identified the need to complete an Advanced Alternatives Analysis; and

12
13 WHEREAS, In Resolution R09-12, the Ramsey County Regional Railroad Authority agreed
14 to provide up to \$762,500 covering the 20% match to federal funds in Subrecipient Agreement SG-
15 2009-050 for the completion of the Alternatives Analysis work in the Red Rock and Rush Line
16 Corridors; and

17
18 WHEREAS, The First Amendment to Subrecipient Agreement SG-2009-050 was executed
19 to extend the term of the agreement to December 31, 2013; and

20
21 WHEREAS, The Rush Line Corridor Task Force has identified \$1,189,700 in available
22 federal 5339 funds remaining in Subrecipient Agreement SG-2009-050 to cover the 80% of the
23 corridor's Advanced Alternatives Analysis study's costs; and

24
25 WHEREAS, On March 21, 2013, the Rush Line Corridor Task Force requested the Ramsey
26 County Regional Railroad Authority and Metropolitan Council to amend the Subrecipient
27 Agreement SG-2009-050 to include the corridor's Advanced Alternatives Analysis work scope,
28 allowing access to the remaining federal funds; and

29
30 WHEREAS, The Ramsey County Regional Railroad Authority is committed to advancing
31 transit improvements in the Rush Line Corridor including the Advanced Alternatives Analysis; Now,
32 Therefore, Be it

33
34 RESOLVED, The Ramsey County Regional Railroad Authority approves the Second
35 Amendment to Subrecipient Agreement SG-2009-050 with the Metropolitan Council to provide up
36 to \$1,189,700 in federal funds for the completion of the Rush Line Corridor Advanced Alternatives
37 Analysis and extend the term of the agreement to December 31, 2015, and Be It Further

38
39 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
40 execute the Amendment; And Be It Further

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

Attachment # 1

Contract No. SG-2009-050

**SECOND AMENDMENT TO GRANT AGREEMENT
BETWEEN
METROPOLITAN COUNCIL AND
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY**

The Metropolitan Council (the "Council") and the Ramsey County Regional Railroad Authority (the "Grantee") agree that Council Contract No. SG-2009-050 shall be amended in the following particulars:

1. ARTICLE III. MAXIMUM GRANT AMOUNT, MATCH, AND PAYMENT, Section 3.01, Total Award Amount, Section 3.02, Maximum Federal Grant Amount, and Section 3.3, Subrecipient Match, are hereby deleted and replaced with the following:

3.01 Total Award Amount. The Total Award Amount is **\$3,799,625**, consisting of the Maximum Grant Amount and the Subrecipient required match as set forth below.

3.02 Maximum Grant Amount. The Council agrees to make available to the Grantee a grant of up to **\$ 3,039,700** ("Maximum Grant Amount") for the Grant Project. In no event will the Council's obligation under this agreement exceed the Maximum Grant Amount. The Council shall bear no responsibility for cost overruns that may be incurred by the Grantee in performance of the Grant Project.

3.03 Subrecipient Match. The Subrecipient must provide a twenty percent (20%) local match against the Maximum Grant Amount, i.e., not less than **\$759,925** from sources other than federal funds. If the final expenses for the Workscope are less than the Estimated Project Amount, then local match shall be reduced to twenty percent (20%) of the final Workscope amount. If the final expenses for the Workscope exceed the Estimated Project Amount, the Subrecipient is responsible for providing the funds to cover the final costs and expenses.

2. ARTICLE VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION, Section 6.01, Project Activity Period, is hereby deleted and replaced with the following:

6.01 Grant Project Activity Period. The Subrecipient agrees to complete all Workscope activities during the period from **June 1, 2009 to December 31, 2015** ("Project Activity Period"). Grant funds may not be used to reimburse costs for any Workscope activities taking place before the beginning or after the end of the Project Activity Period.

3. ARTICLE VII. CONTACT PERSONS; PROJECT MANAGER, Section 7.01, Contact Persons, is hereby deleted and replaced with the following:

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

The Council:

Name: Katie White

Title: Planner

Mailing Address: 390 North Robert Street, St. Paul, MN 55101

5

Phone: 651-602-1716
E-mail: Katie.White@metc.state.mn.us

The Subrecipient:

Name: Michael Rogers
Title: Transit Project Manager
Mailing Address: Union Depot, Suite 200, 214 4th St. E, St. Paul, MN 55101
Phone: 651-266-2773
E-mail: Michael.Rogers@co.ramsey.mn.us

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

4. The Grant Project as described on **Exhibit A** is hereby amended as shown on the revised **Exhibit A**, which is attached hereto and incorporated herein.

5. **Ratification.** The remaining provisions of the above-referenced agreement shall remain in full force and effect without change except as amended above.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives. This amendment is effective upon final execution by both parties.

METROPOLITAN COUNCIL

By: _____

Its: Regional Administrator

Date: _____

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

6

Project Details	
Project Title	Red Rock & Rush Line Alternatives Analysis
Grantee/Subrecipient	Ramsey County Regional Railroad Authority
Grantee/Subrecipient Address	Union Depot Suite 200 Saint Paul, MN 55101
Grantee/Subrecipient Project Manager	Michael Rogers
Project Manager Phone	651-266-2773
Project Start Date	6/1/2009
Project End Date	12/31/2015
Total Grant Request	\$ 3,039,700

Work Scope: *Description of the project including any anomalies. Please attach additional information when available (such as site plans, schematics, maps, etc.)*

See attached. These will each be individual tasks and contracts. Ramsey County Regional Railroad Authority to provide the local match.

Grant Budget (Amendment 2)			
Item Description or Purpose: <i>Please provide copies of written cost estimates and other budget documentation when possible</i>	Quantity	Unit Cost	Line Total
Economic Analysis for the St. Paul Union Depot	1	\$ 170,000	\$ 170,000
East Metro Railroad Capacity Analysis	1	\$ 1,680,000	\$ 1,680,000
Rush Line Advanced Alternatives Analysis	1	\$ 1,189,700	\$ 1,189,700
			-
			-
			-
			-
			-
			-
			-
			-
Grand Total			\$ 3,039,700

Attachment #2

SG-2009-050

**FIRST AMENDMENT TO GRANT AGREEMENT
BETWEEN
METROPOLITAN COUNCIL AND
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY**

The Metropolitan Council (the "Council") and the Ramsey County Regional Railroad Authority (the "Grantee") agree that Council Contract No. **SG-2009-050** shall be amended in the following particulars:

1. **ARTICLE VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION, Section 6.01, Project Activity Period,** is hereby deleted and replaced with the following:

6.01 Grant Project Activity Period. The Subrecipient agrees to complete all Workscope activities during the period from **June 1, 2009 to December 31, 2013** ("Project Activity Period"). Grant funds may not be used to reimburse costs for any Workscope activities taking place before the beginning or after the end of the Project Activity Period.

2. **Ratification.** The remaining provisions of the above-referenced agreement shall remain in full force and effect without change except as amended above.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives on the dates indicated below.

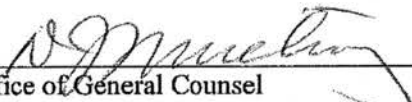
8

METROPOLITAN COUNCIL

By: 
Regional Administrator

Date: 12.30.11

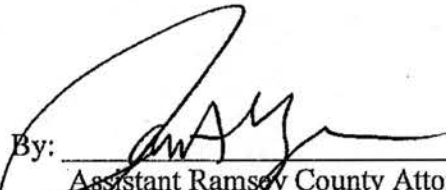
Approved as to form:


Office of General Counsel

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

By: 
Chair
County Manager

Date: 12/22/11

By: 
Assistant Ramsey County Attorney

Date: 12-20-2011

By: 
Director

Date: 12/21/11

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: April 14, 2009 No.: R09-12

WHEREAS, the Red Rock Corridor originates in Hastings travels north to the Union Depot in St. Paul and on to Minneapolis generally following Trunk Highway 61, Interstate 94, and the freight tracks; and

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

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

WHEREAS, the RRCC was granted Section 5309 Federal Transit Administration (FTA) funds for the completion of environmental, engineering, and station planning work, and

WHEREAS, the RRCC was granted Section 5339 FTA funds for the completion of studies needed to progress the Corridor as part of its Alternatives Analysis process; and

WHEREAS, the RRCC was granted State Bond funds in 2005 and 2006 for the completion of environmental and engineering work for the Corridor; and

WHEREAS, the Ramsey County Regional Railroad Authority has completed station planning and environmental work on the St. Paul Union Depot; and

WHEREAS, the Ramsey County Regional Railroad Authority has secured \$4 million in federal funds for the completion of Preliminary Engineering at the St. Paul Union Depot; and

WHEREAS, a local match to federal funds is needed to complete Preliminary Engineering at the St. Paul Union Depot; and

WHEREAS, the RRCC and the Ramsey County Regional Railroad Authority have identified a need to complete additional analysis along the Red Rock Corridor to better understand the impacts of implementing commuter rail. Now Therefore Be it

RESOLVED, that the Ramsey County Regional Railroad Authority accepts state bond funds in the amount of \$1 million from the Red Rock Corridor Commission to provide the local match to previously secured federal funds for the completion of Preliminary Engineering at the St. Paul Union Depot, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Washington County Regional Railroad Authority in an amount up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$400,000 to match federal funds for the East Metro Railroad Capacity Analysis Study, and be it further

RESOLUTION

Board of Ramsey County Regional Railroad Authority

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$250,000 to match federal funds for the East Metro Travel Time Benefit Study, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$70,000 to match federal funds for the Coordination of Corridors into downtown St. Paul Study, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$42,500 to match federal funds for the Economic Analysis of the St. Paul Union Depot Study.

RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting

Ramsey County Regional Railroad Authority

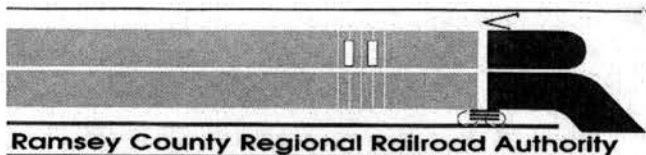
	YEA	NAY	OTHER
Tony Bennett			X
Toni Carter	X		
Rafael Ortega	X		
Victoria Reinhardt	X		
Janice Rettman	X		
Jan Parker	X		
Jim McDonough	X		

Jim McDonough, Chair

By: Tony Bennett

Tony Bennett, Secretary

11



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 05/07/13

Regional Railroad Authority Meeting Date: _____

SUBJECT: Amendment 1 to Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – Class 1 Railroads

EXECUTIVE SUMMARY

On November 16, 2010, the Ramsey County Regional Railroad Authority (RCRRA) approved an agreement with the Minnesota Department of Transportation (Mn/DOT) for federal funding of the Union Depot project. Federal transportation funding typically flows to local units of government through either Mn/DOT or the Met Council. Mn/DOT requires an Agency Agreement with the local unit of government to describe the process and the responsibilities of the parties.

Mn/DOT was authorized \$40,000,000 from United States Department of Transportation High Speed Rail Funds to be used on the Union Depot project. Agency Agreement No. 98171 between the RCRRA and Mn/DOT is for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility. On February 1, 2011, the RCRRA approved Agency Agreement 98171. At that time it was estimated that \$9,125,000 in federal funds would be used for this work and reimbursed to the RCRRA.

More recently, agreements have been executed between the RCRRA and the three railroad (BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad) for design and construction of track and signal improvements. The estimated costs for this work has increased to \$12,000,000.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve Amendment No. 1 to MnDOT Contract No. 98171 with MnDOT to increase the amount of federal funding in an estimated amount of \$14,750,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.
2. Authorize the Chair to execute Amendment No. 1.

1

SUBJECT: Amendment 1 to Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – Class 1 Railroads

EXECUTIVE SUMMARY (cont.)

Amendment No. 1 to Agency Agreement No. 98171 with Mn/DOT is required to reflect increased costs and the addition of Federal Railroad Administration (FRA) funds which have just been released for the project. \$1,000,000 in design work is covered 100% by TIGER funds. Because the Federal Railway Administration funds require a match of 20% on the construction costs (\$11,000,000) of this work, the amended total includes the soft match (\$2,750,000) and the contract total is \$14,750,000. RCRRA's match is credited as soft match related to the value of the real estate purchase of the depot property.

SUBJECT: Amendment 1 to Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – Class 1 Railroads

ATTACHMENTS:

1. RCRRA Resolution No. R11-10, dated 2/1/11
2. RCRRA Resolution No. R10-54, dated 11/16/10
3. Proposed Amendment No. 1 to MnDOT Contract No. 98171

PREVIOUS ACTION:

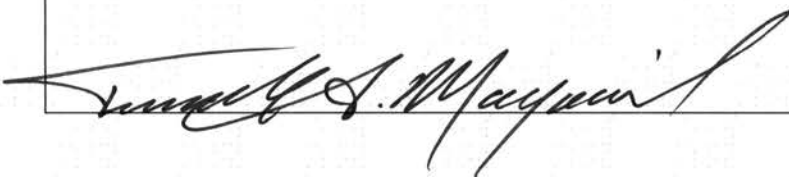
Approval of Agency Agreement with Mn/DOT for federal funding of the Union Depot Multi-Modal Transit Hub Project, dated 11/16/10.

Approval of Agency Agreement No. 98171 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.

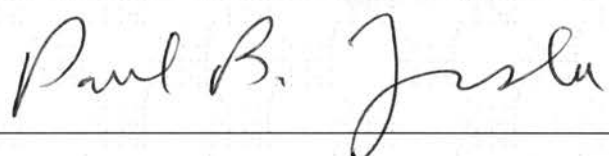
COUNTY MANAGER'S COMMENTS:

This amendment is required for the receipt of Federal funding for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.

SUBJECT: Amendment 1 to Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – Class 1 Railroads

Regional Railroad Authority – Authorized Signature	Date
	5/1/13

Finance – Authorized Signature	Date
	4/29/13

County Attorney – Authorized Signature	Date
	4/29/13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Amendment 1 to Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – Class 1 Railroads

DRAFT RESOLUTION

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

3
4 WHEREAS, Federal funding has been appropriated to support the project through the
5 Minnesota Department of Transportation; and

6
7 WHEREAS, An Agency Agreement is required between the Minnesota Department of
8 Transportation and the Ramsey County Regional Railroad Authority for the administration of the
9 Federal funds; and

10
11 WHEREAS, Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation
12 is appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent,
13 federal aid funds which may be made available for eligible transportation related projects; and

14
15 WHEREAS, The Ramsey County Regional Railroad Authority approved Agency Agreement
16 No. 98171 with the Minnesota Department of Transportation for federal funding in an estimated
17 amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing
18 track configurations to allow proposed services to the Depot facility; and

19
20 WHEREAS, Agreements have been executed between the RCRRA and the three railroads
21 (BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad) for design and construction
22 of track and signal improvements with increased estimated costs; Now, Therefore Be It

23
24 RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment No. 1
25 to MnDOT Contract No. 98171 with MnDOT to increase the amount of federal funding in an
26 estimated amount of \$14,750,000 for Class 1 Railroads to design and construct necessary
27 revisions to existing track configurations to allow proposed services to the Depot facility; and Be It
28 Further

29
30 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
31 execute Amendment No. 1.
32
33

5

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: February 1, 2011

No.: R11-10

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

WHEREAS, Federal funding has been appropriated to support the project through the Minnesota Department of Transportation; and

WHEREAS, An Agency Agreement is required between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority for the administration of the Federal funds; Now, Therefore Be It

RESOLVED, That pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves Agency Agreement No. 98171 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to execute and enter into an agreement with the Commissioner of Transportation, on behalf of the Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 98171", a copy of which said agreement was before the Ramsey County Regional Railroad Authority and which is made a part hereof by reference.

Ramsey County Regional Railroad Authority

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

Jim McDonough, Chair

By: Tony Bennett
Tony Bennett, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: November 16, 2010 No.: R10-54

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

WHEREAS, Federal funding has been appropriated to support the project through the Minnesota Department of Transportation; and

WHEREAS, An Agency Agreement is required between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority for the administration of the Federal funds; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves the Agency Agreement with the Minnesota Department of Transportation for Federal funding of the Union Depot project; and be it further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to execute the Agreement.

Ramsey County Regional Railroad Authority

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

Jim McDonough, Chair

By: Tony Bennett
 Tony Bennett, Secretary

Attachment 3

AMENDMENT NO. 1 TO MnDOT CONTRACT NO. 98171

Contract Start Date:	12/17/2010	Original Contract Amount:	\$ 9,125,000.00
Original Contract Expiration Date:	02/07/2011	Previous Amendment(s) Total:	\$ 0.00
Current Contract Expiration Date:	02/07/2011	Current Amendment Amount:	\$ 5,625,000.00
New Contract Expiration Date:	02/07/2011	Total Amended Contract Amount:	\$ 14,750,000.00

Federal Project Number: UDMT 6211(122)

State Project Number (SP): 091-595-025 AND 091-595-027

Project Identification: Railroad force account work for the Union Depot Multimodal Project

This Amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and {Ramsey County Regional Rail Authority} ("RCRRA").

Recitals

1. MnDOT has a Contract with RCRRA identified as MnDOT Contract Number 98171 ("Original Contract"). The RCRRA designates Mn/DOT to act as its agent to accept and disburse federal funds made available for the Project.
2. Contract is being amended to reflect increased costs and addition of Federal Railroad Administration ("FRA") funds which have just been released for the project.
3. MnDOT and RCRRA are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted Contract terms will be ~~struck out~~ and the added Contract terms will be **bolded** and underlined.

REVISION 1. I. B. is amended as follows:

ELIGIBILITY / COSTS. The estimated cost of the FORCE ACCOUNT is \$9,125,000 **\$14,750,000**.

1. It is anticipated that the **first \$1,000,000 reimbursed for this project shall be Tiger Discretionary Grant funds, which are 100% reimbursable and require no match. The FRA funds require a 20% match. The remaining costs are to be reimbursed with FRA funds** 80% (up to \$7,300,000 **\$11,000,000**) of the cost of the FORCE ACCOUNT is to be paid from federal funds made available by the FHWA, and that the remaining 20% will be credited as soft match related to the value of the real estate purchase of the depot property. The RCRRA will pay any part of the cost or expense of the work that the FHWA does not pay.

REVISION 2. I. B. 6. is amended as follows:

For costs expected to exceed \$9,125,000 **\$14,750,000**, the RCRRA must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.

REVISION 3. II. C. 4. is amended as follows:

No more than 90% **95%** of the reimbursement due under this agreement will be paid until completion of the final audit and approval by Mn/DOT's authorized representative.

8

REVISION 4. III. A. is amended as follows:

The RCRRA authorized representative is Timothy Mayasich, Director, Ramsey County Regional Rail Authority, Union Depot, Suite 200, 214 4th St. East, RCGC West, Suite 6560, 50 W. Kellogg Boulevard, St. Paul, MN 55102 55101, phone (651) 266-2762, or his successor.

The terms of the Original Contract and all previous Amendments are expressly reaffirmed and remain in full force and effect. The Original Contract and all previous Amendments are incorporated into this Contract by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous Amendments remain in full force and effect.

RCRRA

RCRRA certifies that the appropriate person(s) have executed the Amendment on behalf of RCRRA as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

By: _____

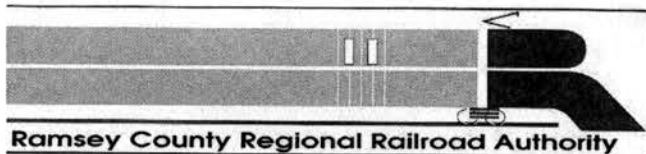
Title: _____ State Aid Engineer _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 05/07/13

SUBJECT: Authorization for a Riverview Corridor Pre-Project Development Study

EXECUTIVE SUMMARY

The Riverview Corridor travels southwest from Union Depot in downtown St. Paul on a general alignment of West 7th Street and Shepard Road to the Minneapolis/St. Paul International Airport and Mall of America in Bloomington. The Corridor completed a Major Investment Study (MIS) in 2001 that identified Bus Rapid Transit as a preferred mode for the corridor. Due to neighborhood opposition to improvements at the time, the corridor did not proceed beyond initial environmental analysis.

Much has changed since the last study was completed on the corridor nearly a decade ago. Hiawatha LRT has opened and is carrying over 10 million riders a year, Cedar Avenue BRT will open in 2013 and Central Corridor LRT will open in 2014. These improvements have given the region a better understanding of the value of transit and the need to connect major destinations. On January 23, 2013, the City of St. Paul passed a resolution requesting the Ramsey County Regional Railroad Authority (RCRRA) reexamine the Riverview Corridor for improved transit service. The resolution identified the RCRRA as the lead agency on the study.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Authorize the Ramsey County Regional Railroad Authority to develop a Request for Proposals for a Riverview Corridor Pre-Project Development Study.
2. Authorize the use of Ramsey County Regional Railroad Authority fund balance in the amount of \$1,500,000 for use on the Riverview Corridor Pre-Project Development Study.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

SUBJECT: Authorization for a Riverview Corridor Pre-Project Development Study

(Executive Summary continued)

RCRRA staff has met with staff from Metro Transit, Metropolitan Council, and the City of St. Paul to discuss past analysis completed, as well as identify major changes along the corridor since the 2001 MIS. These changes include:

- Summit Brewery Redevelopment
- Ford Plant Redevelopment
- General Redevelopment along W. 7th
- Union Depot Multi-modal Transit and Transportation Hub
- MSP International Airport Expansion
- Mall of America Expansion
- Schmidt Brewery Redevelopment

Due to the significant changes along the corridor, staff believes that the best way to determine the ultimate transit improvement for the corridor is through a Pre-Project Development Study under MAP 21. The study will identify various transit modes and alignments to meet the purpose and need that is developed through the Pre-Project Development Study under the MAP 21 process in consultation with all stakeholders. Staff will develop a Request for Proposals for consulting services and return to the board for approval.

The pursuit of an Pre-Project Development Study for the Riverview Corridor will not impact the Metropolitan Council's implementation of Arterial BRT on West 7th Street. This project is currently scheduled for 2015.

Sufficient fund balance exists within the RCRRA's budget to fund the Riverview Corridor Pre-Project Development Study.

SUBJECT: Authorization for a Riverview Corridor Pre-Project Development Study

ATTACHMENTS:

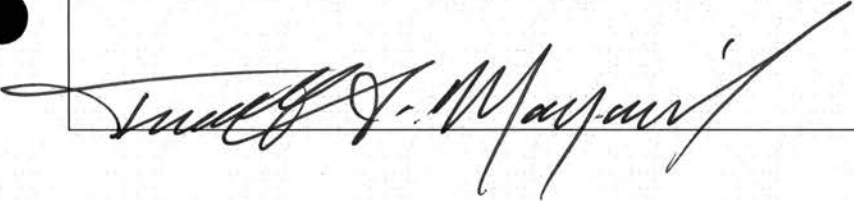
City of St. Paul Resolution RES 13-113, dated 1/23/13

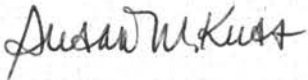
PREVIOUS ACTION:

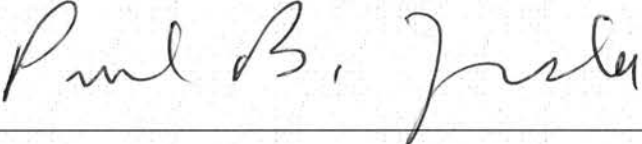
COUNTY MANAGER'S COMMENTS:

Completion of a Pre-Project Development Study for the Riverview Corridor is critical to the full development of a transitway network within Ramsey County that connects Ramsey County residents and businesses to the larger Twin Cities Metropolitan Area.

SUBJECT: Authorization for a Riverview Corridor Pre-Project Development Study

Regional Railroad Authority – Authorized Signature	Date
	5/1/13

Finance – Authorized Signature	Date
	4/29/13

County Attorney – Authorized Signature	Date
	4/29/13

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Authorization for a Riverview Corridor Pre-Project Development Study

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has supported the
2 development of transit options that best serve the needs of county residents; and
3

4 WHEREAS, The Riverview Corridor is a transitway corridor connecting Union Depot in
5 downtown St. Paul with the Minneapolis/St. Paul International Airport and the Mall of America in
6 Bloomington; and
7

8 WHEREAS, The City of St. Paul in resolution RES 13-113, dated 1/23/13 requested that
9 the Ramsey County Regional Railroad Authority reexamine the corridor; and
10

11 WHEREAS, The Ramsey County Regional Railroad Authority has identified the need to
12 complete a Pre-Project Development Study under MAP 21, to determine if the Riverview Corridor
13 should receive a higher level of transit investment than what is currently identified for the corridor;
14 and
15

16 WHEREAS, The State Legislature is likely to enact additional transit funding for the region;
17 and
18

19 WHEREAS, The completion of a Pre-Project Development Study for the Riverview
20 Corridor will take 18 to 24 months and cost \$1,500,000; and
21

22 WHEREAS, The 2013 Ramsey County Regional Railroad Authority budget does not have
23 sufficient funding to undertake this study; and
24

25 WHEREAS, The Ramsey County Regional Railroad Authority does have sufficient fund
26 balance available to cover the cost of the study; and
27

28 WHEREAS, It is to the benefit of Ramsey County residents and businesses to undertake
29 the study; Now, Therefore, Be It
30

31 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Ramsey
32 County Regional Railroad Authority to develop a Request for Proposals for a Riverview Corridor
33 Pre-Project Development Study; and Be It Further
34

35 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the use of its
36 fund balance in the amount of \$1,500,000 for the completion of a Pre-Project Development Study
37 on the Riverview Corridor; and Be It Further
38

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



City of Saint Paul

Signature Copy

Resolution: RES 13-113

Attachment

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

File Number: RES 13-113

Requesting that the Ramsey County Regional Rail Authority initiate a study of the Riverview Corridor.

WHEREAS, the City of Saint Paul supports regional efforts to improve transit service as a means of connecting its residents with education and employment, linking its employers with a regional workforce and promoting economic development in the downtown and along commercial corridors; and

WHEREAS, work on the Green Line LRT in the Central Corridor, projected to carry 44,000 riders a day to and from destinations between downtown Saint Paul and downtown Minneapolis, is nearing completion; and

WHEREAS, the City is a partner in the study of a series of potential East Metro transit corridors including Gateway, Rush Line, Red Rock and Robert Street which would connect to the Union Depot from the east, northeast, southeast and south, respectively; and

WHEREAS, a transit connection from the Union Depot to the Minneapolis-St. Paul Airport, Mall of America and contiguous transit lines, generally described as the Riverview Corridor, would strengthen the regional system and promote the development of downtown and destinations within the corridor; now, therefore, be it

RESOLVED that the City of Saint Paul requests that the Ramsey County Regional Rail Authority initiate a study of the Riverview Corridor, defined as being between the Saint Paul Union Depot and the Minneapolis-St. Paul Airport/Mall of America, north of the Mississippi River; and be it

FURTHER RESOLVED that the objective of the study would be to consider the full range of alignments and transit modes, including streetcars, and to recommend a preferred alternative to be advanced for possible federal, state and/or local funding; and be it

FURTHER RESOLVED that the study include the possibility of recommending a combination of alignments paired with different transit modes in order to meet the multiple transit and development objectives within the Corridor; and be it

FINALLY RESOLVED the City Council of the City of Saint Paul looks forward to working with the Ramsey County Regional Rail Authority to define an appropriate governance structure and community engagement process for the study.

At a meeting of the City Council on 1/23/2013, this Resolution was Passed.

Yea: 7 Councilmember Bostrom, Councilmember Brendmoen, Councilmember Carter III, City Council President Lantry, Councilmember Stark, Councilmember Thune, and Councilmember Tolbert

Nay: 0

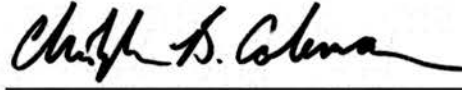
Vote Attested by
Council Secretary

Trudy Moloney

Date 1/23/2013

6

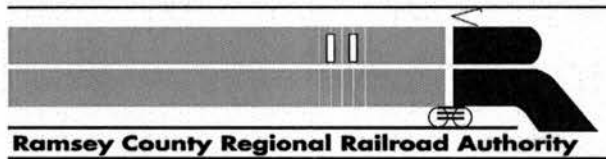
Approved by the Mayor



Chris Coleman

Date 1/28/2013

7



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

REGIONAL RAILROAD AUTHORITY

June 11, 2013

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

.....
ROLL CALL and Call to Order

AGENDA of the June 11, 2013 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the May 7, 2013 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Capitol Region Watershed District Grant Agreement

Board Action Requested:

- 1) Approve the Capitol Region Watershed District Grant Agreement for \$200,000 in funding under the Capitol Region Watershed District Special Grant program.
- 2) Authorize the Chair to execute the Agreement.

2. Selection of consultant team for Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation

Board Action Requested:

- 1) Approve the selection of Dayton's Bluff District 4 Community Council, 798 East 7th Street Saint Paul, Minnesota 55106 for completion of Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation Study
- 2) Authorize the Chair to approve and execute an agreement with Dayton's Bluff District 4 Community Council for completion of Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation Study for the period of 6/11/2013 through 12/31/2013, in the amount of \$150,000.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

May 7, 2013

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

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

AGENDA

Commissioner Huffman moved approval of the Agenda of the May 7, 2013 Regional Railroad Authority Meeting, seconded by Commissioner Ortega. Roll Call: Ayes – Rettman, Carter, Huffman, McGuire, Ortega, Reinhardt, McDonough – 7. Nays – 0.

MINUTES

Commissioner McGuire moved approval of the Minutes of the April 2, 2013 Regional Railroad Authority Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – Rettman, Carter, Huffman, McGuire, Ortega, Reinhardt, McDonough – 7. Nays – 0.

1. Approval of the Ramsey County Regional Railroad Authority's funding commitment to the Minnesota High Speed Rail Commission for 2013

Commissioner Rettman moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Rettman, Carter, Huffman, McGuire, Ortega, Reinhardt, McDonough – 7. Nays – 0.
R13-16

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

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

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

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

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

WHEREAS, The Minnesota High Speed Rail Commission adopted its 2013 Work Plan and Budget on January 3, 2013; and

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

WHEREAS, The Minnesota High Speed Rail Commission's 2013 Work Plan and Budget identified \$26,325, or 40.50% as the Ramsey County Regional Railroad Authority funding commitment; and

WHEREAS, The Minnesota High Speed Rail Commission's 2012 Work Plan and Budget identified the use of \$24,375 in fund balance to offset 2012 member funding commitments; and

WHEREAS, The use of fund balance reduces the Ramsey County Regional Railroad Authority contribution by \$8,700 resulting in a total funding commitment of \$17,625; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby accepts the Minnesota High Speed Rail Commission's 2013 Budget; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves a payment of \$17,625 to the Minnesota High Speed Rail Commission as its funding commitment to the 2013 Budget; And Be It Further

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

2. Second Amendment to the Subrecipient Agreement with the Metropolitan Council for the Rush Line Corridor Advanced Alternatives Analysis

Commissioner Rettman moved approval of the following resolution, seconded by Commissioner Carter. Roll Call: Ayes – Rettman, Carter, Huffman, McGuire, Ortega, Reinhardt, McDonough – 7. Nays – 0. R13-17

WHEREAS, The Rush Line Corridor originates in Hinckley travels south to Union Depot in St. Paul and on to Minneapolis generally following I-35/35E; and

WHEREAS, The Rush Line Corridor Task Force was formed by a Joint Powers Agreement to address the transportation needs of the Rush Line Corridor; and

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

WHEREAS, The Rush Line Corridor Task Force completed its Alternatives Analysis in 2009, which identified the need to complete an Advanced Alternatives Analysis; and

WHEREAS, In Resolution R09-12, the Ramsey County Regional Railroad Authority agreed to provide up to \$762,500 covering the 20% match to federal funds in Subrecipient Agreement SG-2009-050 for the completion of the Alternatives Analysis work in the Red Rock and Rush Line Corridors; and

WHEREAS, The First Amendment to Subrecipient Agreement SG-2009-050 was executed to extend the term of the agreement to December 31, 2013; and

WHEREAS, The Rush Line Corridor Task Force has identified \$1,189,700 in available federal 5339 funds remaining in Subrecipient Agreement SG-2009-050 to cover the 80% of the corridor's Advanced Alternatives Analysis study's costs; and

WHEREAS, On March 21, 2013, the Rush Line Corridor Task Force requested the Ramsey County Regional Railroad Authority and Metropolitan Council to amend the Subrecipient Agreement SG-2009-050 to include the corridor's Advanced Alternatives Analysis work scope, allowing access to the remaining federal funds; and

WHEREAS, The Ramsey County Regional Railroad Authority is committed to advancing transit improvements in the Rush Line Corridor including the Advanced Alternatives Analysis; Now, Therefore, Be it

RESOLVED, The Ramsey County Regional Railroad Authority approves the Second Amendment to Subrecipient Agreement SG-2009-050 with the Metropolitan Council to provide up to \$1,189,700 in federal funds for the completion of the Rush Line Corridor Advanced Alternatives Analysis and extend the term of the agreement to December 31, 2015, and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Amendment; And Be It Further

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

3. Amendment 1 to Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – Class 1 Railroads

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Rettman, Carter, Huffman, McGuire, Ortega, Reinhardt, McDonough – 7. Nays – 0. R13-18

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

WHEREAS, Federal funding has been appropriated to support the project through the Minnesota Department of Transportation; and

WHEREAS, An Agency Agreement is required between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority for the administration of the Federal funds; and

WHEREAS, Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation is appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Agency Agreement No. 98171 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and

WHEREAS, Agreements have been executed between the RCRRA and the three railroads (BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad) for design and construction of track and signal improvements with increased estimated costs; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment No. 1 to MnDOT Contract No. 98171 with MnDOT to increase the amount of federal funding in an estimated amount of \$14,750,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment No. 1.

4. Authorization for a Riverview Corridor Pre-Project Development Study

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Carter. Roll Call: Ayes – Rettman, Carter, Huffman, McGuire, Ortega, Reinhardt, McDonough – 7. Nays – 0. R13-18

WHEREAS, The Ramsey County Regional Railroad Authority has supported the development of transit options that best serve the needs of county residents; and

WHEREAS, The Riverview Corridor is a transitway corridor connecting Union Depot in downtown St. Paul with the Minneapolis/St. Paul International Airport and the Mall of America in Bloomington; and

WHEREAS, The City of St. Paul in resolution RES 13-113, dated 1/23/13 requested that the Ramsey County Regional Railroad Authority reexamine the corridor; and

WHEREAS, The Ramsey County Regional Railroad Authority has identified the need to complete a Pre-Project Development Study under MAP 21, to determine if the Riverview Corridor should receive a higher level of transit investment than what is currently identified for the corridor; and

WHEREAS, The State Legislature is likely to enact additional transit funding for the region; and

WHEREAS, The completion of a Pre-Project Development Study for the Riverview Corridor will take 18 to 24 months and cost \$1,500,000; and

WHEREAS, The 2013 Ramsey County Regional Railroad Authority budget does not have sufficient funding to undertake this study; and

WHEREAS, The Ramsey County Regional Railroad Authority does have sufficient fund balance available to cover the cost of the study; and

WHEREAS, It is to the benefit of Ramsey County residents and businesses to undertake the study; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Ramsey County Regional Railroad Authority to develop a Request for Proposals for a Riverview Corridor Pre-Project Development Study; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the use of its fund balance in the amount of \$1,500,000 for the completion of a Pre-Project Development Study on the Riverview Corridor; And Be It Further

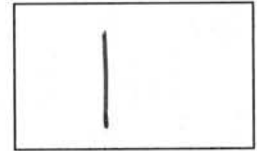
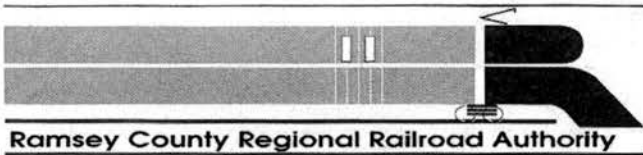
RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

CORRIDOR UPDATES

No updates were reported.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 9:37 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 06/11/13

Regional Railroad Authority Meeting Date: _____

SUBJECT: Capitol Region Watershed District Grant Agreement

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority ("RCRRA") applied for a financial grant from the Capitol Region Watershed District ("CRWD") Special Grant program ("Program"). Grants through this Program are for large, construction projects that protect or improve water quality and have high visibility and public education value. Typical recipients are cities, neighborhood associations and large businesses with a high level of public visibility. The Program aims to improve water quality by decreasing storm water runoff and increasing pollutant removal; preserve and protect plant and wildlife communities adjacent to lakes, rivers and wetlands; establish links between people and water resources through education; and provide demonstration projects for innovative management practices.

The RCRRA applied for Program funds to bring storm water collection and filtration design and practices to the restoration and expansion of the unimproved section of Union Depot East parking lot. Presently, no storm water collection or filtration systems exist in this area of the property. The CRWD grant program annual budget is \$200,000. Historically, grant awards range from \$20,000-\$100,000. RCRRA staff succeeded in securing an award of the entire 2013 Program budget of \$200,000.

ACTION REQUESTED

1. Approve the Capitol Region Watershed District Grant Agreement for \$200,000 in funding under the Capitol Region Watershed District Special Grant program.
2. Authorize the Chair to execute the Agreement.

SUBJECT: Capitol Region Watershed District Grant Agreement

ATTACHMENTS:

1. Grant Program Information
2. Grant Award Letter
3. Grant Agreement - Including Grant Application Letter

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

This funding is a significant financial contribution to the restoration and reconstruction of the unimproved section of the Union Depot East surface parking lot. Acceptance of these grant funds helps to bring storm water collection and filtration design and practices to the project and provides an education and demonstration opportunity.

SUBJECT: Capitol Region Watershed District Grant Agreement

Regional Railroad Authority – Authorized Signature

Date

David A. Mayan

6/4/13

Finance – Authorized Signature

Date

Austin M. Kust

6/3/13

County Attorney – Authorized Signature

Date

Paul B. Jester

6/5/13

Property Management – Authorized Signature

Date

Information Services – Authorized Signature

Date

Other – Authorized Signature

Date

SUBJECT: Capitol Region Watershed District Grant Agreement

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority applied for a financial grant
2 from the Capitol Region Watershed District Special Grant program; and
3

4 WHEREAS, The Ramsey County Regional Railroad Authority was awarded a \$200,000
5 Special Grant for the design and implimentation of storm water collection and filtration practices for
6 the expansion and reconstruction of the unimproved section of Union Depot East parking lot; Now,
7 Therefore, Be It
8

9 RESOLVED, The Ramsey County Regional Railroad Authority approves the Grant
10 Agreement with the Capitol Region Watershed District for \$200,000 in funding under the Capitol
11 Region Watershed District Special Grant program; and be it further
12

13 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to
14 execute the Agreement.



Capitol Region Watershed District

1410 Energy Park Dr., Suite 4 St. Paul, MN 55108
Phone: (651) 644-8888 Fax: (651) 644-8894 www.capitolregionwd.org

May 7, 2012

Applicant
Organization
Address
City, MN Zip Code

RE: Special Project and Grants Program, 2013

Dear Applicant:

The Capitol Region Watershed District (CRWD) is now accepting letter applications for our 2013 Special Grants. The District has established a Special Grant Program to partner with government units and other entities to cooperatively implement capital improvement projects for water resource protection and improvement.

The Special Grant program aims to accomplish one or more of the following goals in partnership with governmental units and other entities:

- Improve water quality by decreasing stormwater runoff and increasing pollutant removal;
- Preserve and protect plant and wildlife communities adjacent to lakes, rivers and wetlands;
- Establish links between people and water resources through education.
- Provide demonstration projects for innovative management practices

The District encourages you to review the enclosed Special Project and Grant Program description and submit a letter application **by June 29, 2012** for an eligible project. Please call me if you have any questions about the Special Grant Program or a potential project.

Sincerely,

Bob Fossum, Water Resource Project Manager

enc: Special Project and Grant Program, 2013



Capitol Region Watershed District

1410 Energy Park Dr., Suite 4, St. Paul, MN 55108
Phone: (651) 644-8888 Fax: (651) 644-8894 www.capitolregionwd.org

Special Project and Grant Program, 2013

Capitol Region Watershed District's (CRWD) mission is to protect, manage and improve the water resources of the District. The District has established a Special Grant Program to partner with government units and other entities to cooperatively implement capital improvement projects for water resources.

GOALS

The Special Grant program aims to accomplish one or more of the following goals in partnership with governmental units and other entities:

- Improve water quality by decreasing stormwater runoff and increasing pollutant removal;
- Preserve and protect plant and wildlife communities adjacent to lakes, rivers and wetlands;
- Establish links between people and water resources through education.
- Provide demonstration projects for innovative management practices

ELIGIBILITY

The following entities are eligible for CRWD Special Grants:

- Government agencies serving the CRWD;
- Public and private schools located within the CRWD;
- Nonprofit, faith-based or religious organizations serving the CRWD;
- Private property owners who have highly visible locations that function like public spaces.

The Special Grants are primarily intended for public projects. Private projects will be evaluated based on public benefit. Only water resource improvement elements of the project are eligible for funding. Projects must be located within the Capitol Region Watershed District. Projects completed or in progress prior to application are not eligible for funding. CRWD may offer to fund all, or a portion of, the requested amount.

EVALUATION CRITERIA

Special Grant Project applications will be evaluated against the following 3 major criteria:

1. Water Resource Management effectiveness and efficiency (50%)
 - a. Project treatment area
 - b. Impervious surface treatment area
 - c. Volume reduction achieved
 - d. Pollutant removal achieved

"Our mission is to protect, manage, and improve the water resources of the Capitol Region Watershed District."

6

- e. Cost per volume/pollutant removed
- f. Located in a subwatershed with little or no existing treatment
- 2. Education and Demonstration Potential (25%)
 - a. Public Location, Highly Visible
 - b. Features/Elements of the Project specifically for demonstration/education
 - c. Signage
 - d. Community/Public Involvement
- 3. Innovative Solution (25%)
 - a. One of the first projects of its kind within CRWD
 - b. Followup monitoring of effectiveness
 - c. Likelihood of future acceptance and widespread implementation

APPLICATION SUBMITTAL, REVIEW, & APPROVAL

All interested entities are asked to submit a letter application for Special Grant funding by June 29, 2012. The letter application should include the follow:

- Project description and justification;
- Conceptual design;
- Estimated water quality benefit and calculations;
- Detailed cost estimate;
- Description for education and/or demonstration;
- Description of level of innovation associated with the project;
- Description of monitoring and/or evaluation of effectiveness;
- Description of approvals and permits anticipated and ones that have been secured;
- Description of partnerships and landowner endorsements needed for the project.

The District will evaluate the applications received based on the criteria listed above. The District intends to notify applicants of preliminary approval for funding in September 2013. The preliminary approval indicates the District's intent to fund, at the amount approved, the project generally described in the letter application. Final plans and specifications must be submitted to gain final approval from the District before the project is bid or construction begins, whichever is earlier. Funding will be on a reimbursement basis for actual costs as documented by paid invoices.

The applicant will have two years to complete and request reimbursement for the project once final approval has been granted. Extensions beyond the two years provide will require CRWD Board approval.

FUNDING

Funding for 2013 Special Grants had not been set and the applications received during this solicitation, in part, will help determine the level funding included in the District's 2013 budget. In past years, the District has approved a budget for Special grants of approximately \$200,000. Historically grant awards have ranged from \$20,000--\$100,000.

Attachment # 2



Capitol Region Watershed District

1410 Energy Park Drive, Suite 4 • Saint Paul, MN 55108

T: (651) 644-8888 • F: (651) 644-8894 • capitolregionwd.org

March 8, 2013

James R. Homolka, Project Manager
Ramsey County Property Management
Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 4th Street East
Saint Paul, Minnesota 55101

Re: Union Depot Special Grant

Dear Mr. Homolka:

The Capitol Region Watershed District (CRWD) has approved your 2013 Special Grant application for work at the Union Depot for an amount of \$200,000. Please find enclosed two copies of the grant agreement. Please sign both copies and return them to me. Upon our signing of the agreements we will return one fully executed agreement to you. If you have any questions, please contact me at (651) 644-8888.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Fossum", with a long horizontal flourish extending to the right.

Bob Fossum
Water Resource Project Manager

enc: CRWD-RCRRA Special Grant Agreement for Union Depot (2 copies)

W:\06 Projects\Special Grants\2013\Grant Applications\RCRRA\Grant agreement RCRRA, 03-08-2013.docx

8

CAPITOL REGION WATERSHED DISTRICT
GRANT AGREEMENT

Re: Stormwater Treatment BMP(s) for Union Depot Parking Lot
Cost Share Grant Funding for Construction of BMPs for Union Depot Parking Lot
Included Exhibits: A. Ramsey County Regional Railroad Authority Special Grant
Application Letter dated June 27, 2012

THIS AGREEMENT is entered into this ____ day of _____, 2013, by and between Ramsey County Regional Railroad Authority, hereinafter referred to as the "Grantee", and the Capitol Region Watershed District, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, the District has an approved Watershed Management Plan which includes funding for implementing Best Management Practices throughout the Watershed District; and

WHEREAS, the District has adopted and approved the 2013 Budget and Workplan which include funding for Special Projects and Grants; and

WHEREAS, the District and the Grantee have worked cooperatively to develop a project approach that is acceptable to both parties; and

WHEREAS, the District and the Grantee have a desire to design and construct drainage and site improvements to improve runoff leaving the Union Depot Parking Lot; and

WHEREAS, the District Board of Managers has authorized payment of no more than \$200,000 for the construction of drainage and site improvements; and

WHEREAS, the Grantee is committed to funding the remainder of the project costs;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Project: The Grantee shall perform the Project as defined in the attached grant application, as approved by the District.

2. Payment: The District shall make a grant to the Grantee in an amount not to exceed \$200,000. The grant is limited to costs associated with: construction of drainage and site improvements, as identified in the grant application and other exhibits of this agreement. Payment will be in the form of reimbursement for actual costs, following receipt of documentation from the Grantee that the work has been completed satisfactorily.

The Grantee shall complete the project and request reimbursement no later than December 15, 2014.

3. Functionality: If the Project is a physical improvement, the Grantee shall ensure that the Project is fully functional, adequately maintained and meets the specifications of the grant application for a period of 15 years. If the Project is a study or analysis, the Grantee shall make the final Project available to the public, or shall provide a copy to the District.

4. Reports: The Grantee will provide periodic updates during the design process. Reports shall provide information on project status, draft and final deliverables, project meeting summaries and other relevant work products for the project.

5. Liability: The Grantee agrees to defend, indemnify and hold harmless the District against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement, whether by the parties or by their agents, employees or contractors. Neither the District, or the Grantee, if applicable, waive any immunities provided by any law or doctrine, including those of Minnesota Statutes Chapter 466. Nothing herein shall be construed to allow a claimant to obtain separate judgments or separate liability limits from the individual parties.

6. Modification: It is understood and agreed by the parties hereto that this agreement shall not be modified or amended except in writing duly signed by each of the parties.

This agreement shall remain in full force and effect until December 15, 2014, unless earlier terminated by mutual agreement of the Grantee and the District.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

GRANTEE

CAPITOL REGION WATERSHED DISTRICT

RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY

By _____
Jim McDonough
Chair

By Joseph Collins
Joseph Collins
Board President

Approval Recommended

By Timothy A. Mayasich
Timothy A. Mayasich
Director

By Mark Doneux
Mark Doneux
District Administrator

Approved as to form:

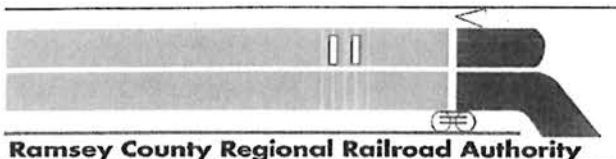
Approved as to form:

By Paul B. Zisla
Paul B. Zisla
Assistant Ramsey County Attorney
Attorney for Grantee

By James A Mogen
James A Mogen
Assistant Ramsey County Attorney
Attorney for CRWD

10

Exhibit A



Union Depot, Suite 200, 214 4th Street E
St. Paul, Minnesota 55101 (651) 266-2760 / FAX (651) 266-2761

June 27, 2012

Mr. Bob Fossum, Water Resources Project Manager
Capitol Region Watershed District
1410 Energy Park Drive, Suite 4
Saint Paul, MN 55108

Re: Letter Application for Special Project and Grant Program Funding, 2013

Dear Mr. Fossum,

Recently, Capitol Region Watershed District ("District") staff and Ramsey County Regional Railroad Authority ("RCRRA") staff met to discuss the potential for a funding partnership through the Watershed's Special Project and Grant Program. The RCRRA appreciates the Watershed's outreach and believes the Grant program to be of great potential benefit to the Union Depot multi-modal transportation hub project. The Union Depot project is a uniquely visible and ideal project for the Watershed Grant Program to achieve each of its intended goals. By way of this letter, the RCRRA requests consideration for grant funding through this program.

Project

Union Depot in downtown St. Paul is being revitalized into a multimodal transportation hub with regional and national significance. The 33-acre site is being transformed from a defunct rail station into an active transportation center in the heart of the thriving Lowertown neighborhood. Union Depot is a historic gem that will be the terminus of Twin Cities' newest LRT line, connecting the downtowns of Minneapolis and St. Paul.

Currently under construction, the \$243 million renovation is expected to generate 3,300 jobs. The revitalized Union Depot will feature a green overlook to the Mississippi River with views up and downstream to an active working riverfront. It will connect to the river physically and visually as barriers are removed and new views are opened up. Air raid blackout paint from World War II has been taken off massive skylights in the vaulted waiting room where passengers will choose from light rail, local and inter-city bus service, taxis, Amtrak service—and in the future—commuter rail and high speed rail to Chicago. These modes, together with motor vehicles, bicycles and pedestrian traffic, will create a magnet for shopping and entertainment.

Goals and Eligibility

As a nonprofit Government agency, the RCRRA shares the District's Special Grant Program goals of improving water quality by: decreasing storm water runoff and increasing pollutant removal, persevering and protecting plant and wildlife communities, establishing links between people and water

12

recourses through education and using areas of the project site to demonstrate innovative management practices.

Project Description and Justification

The area of the Union Depot Project where District Grant Program Funds would be applied is in the restoration and expansion of the surface parking lot located at the intersection of Kellogg Boulevard and Broadway Street. There is a two phased schedule in place to correct problems in this area. In the summer of 2012, the general contractor on the project, Mortenson Construction, will be conducting resurfacing, curb and gutter and other related restoration and corrective work from the intersection of Kellogg and Broadway, East to nearly to the Lafayette Bridge overhead. The Minnesota Department of Transportation is in the midst of a significant project to replace the Lafayette Bridge. The reconstruction, surface restoration and related site correction work for the bridge is taking place in part on or above the Union Depot site. The presence of this work has caused the area east of the bridge to be a second phase of construction work "Phase II". It is the area within the Phase II work which the RCRRA intends to use Grant Program Funding for water resource improvement elements. It is possible this work could be constructed in 2012 or 2013.

Conceptual Design and Education/Demonstration Opportunity

Schematic designs for this complete solution have been developed; however, they are not to a bid-document level of detail. The existing level of design provides for an opportunity. If the RCRRA is successful in receiving Watershed Grant Funding the goal would be to use those funds to pay for practices with in the design that will not otherwise be possible. Grant Program funding will allow for a range of practices that may include island filtration and retention or possibly the use of pervious asphalt. Not only will this help in "greening" the site, but it will also provide awareness and education to the public about smart water management methods in a high profile facility. This could be accomplished with informational signage about what is occurring on site and an ongoing promotion of the project by the District as an example of what can be achieved. The Union Depot project has garnered a lot of interest from politicians, historians, planners and engineers nation-wide. There exists a tremendous opportunity to utilize this attention as a means to increase awareness about innovative water management methods. *Conceptual Design is attached.*

Water Quality Benefit

Existing stormwater runoff is managed essentially by gravity until the water leaves the site. While precise calculations from improvement are unknown, it is clear that any level of effort to bring innovative practices will have an exponential positive effect.

Cost Estimate

The RCRRA has received an initial cost quote from its general contractor for a Phase II complete solution in the amount of approximately \$1.975 million dollars. *Detailed breakdown is attached.*

Monitoring of Effectiveness

Methods for monitoring effectiveness will be determined by what practices may be ultimately incorporated into design. The RCRRA and the District can discuss how this is done when such decisions are made.

Permits

Current Phase I plans call for restorative and corrective work which the RCRRA understands to be considered "maintenance" by the District. The RCRRA's design group and general contractor have or will obtain all necessary City permits related to the project. In the event Phase I or Phase II work reveals itself to be more significant in a way that also requires Watershed plan review and approval, the RCRRA's design group and general contractor will engage in that process.

Landowner Endorsements

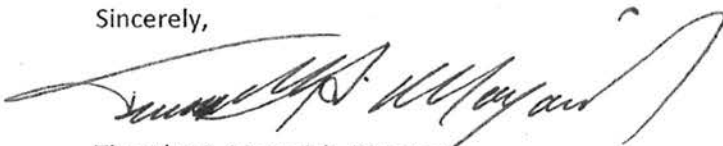
Authorization from the RCRRA Board of Commissioners to receive District Program Funds will be required. This is a standard practice and RCRRA staff will shepherd a Grant Funding Agreement through that process.

Request

Not only will this parking facility serve customers of the Union Depot, it is the largest and most accessible public parking facility to the Lowertown neighborhood and is used by patrons of the Xcel Energy Center. There is a unique opportunity with the Phase II project to accomplish the goals of the grant program and for the District to provide some insight into practices the RCRRA may incorporate into its design. The funds could be productive in making water management improvements, not otherwise obtainable, in a highly visible project and in a way that will capture associated and positive attention for the District's mission. The RCRRA understands, in past years, the District budget for Special Grants has been approximately \$200,000 and grants have ranged from \$20,000 - \$100,000. We contend that the vast and diverse number of patrons utilizing the facility coupled with the Phase II project cost estimate is justification to request the maximum level of funding for this work.

We look forward to answering any additional questions or requests for information and thank you for the opportunity.

Sincerely,



Timothy A. Mayasich, Director

Cc: Forrest Kelly

Enclosures: Two (2)



Mortenson
construction

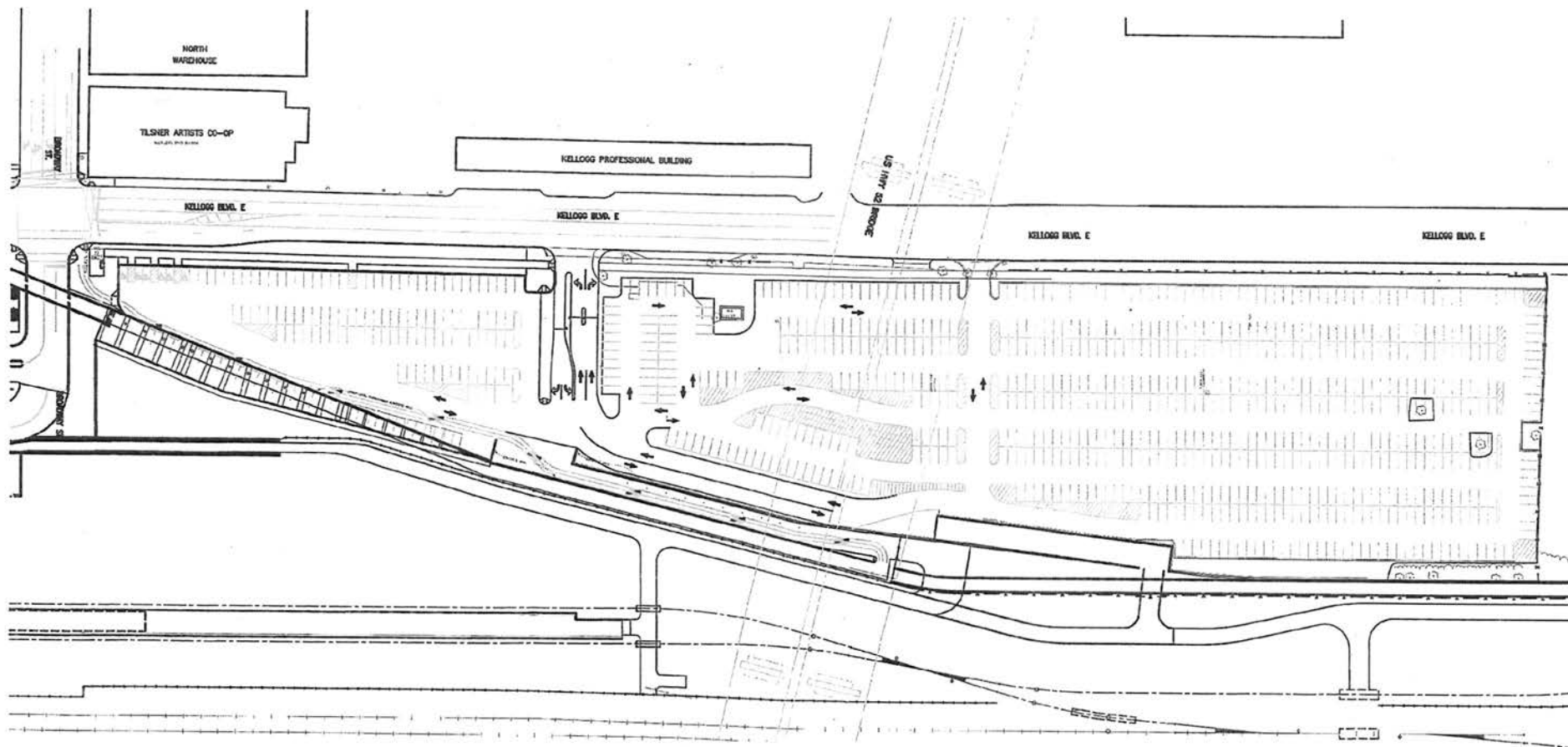
ISSUE # 01290

DATE: 5/18/2012

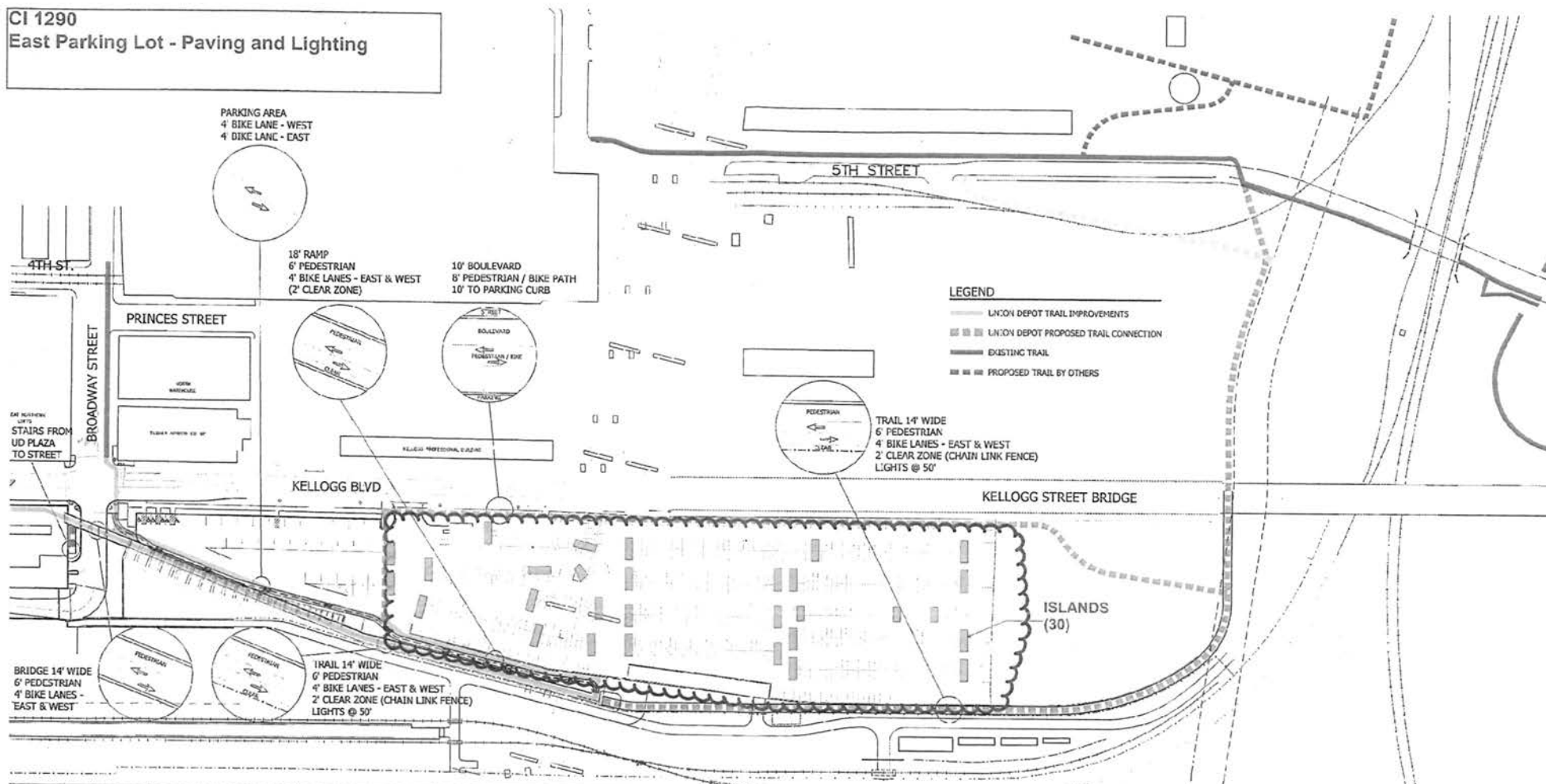
CHANGE DESCRIPTION: Area 9 and 10 East Lot - Demo and Excavate Existing Parking Lot, 8" Class V, 4" New Asphalt

[illegible]

15



CI 1290
East Parking Lot - Paving and Lighting



UNION DEPOT
ST. PAUL, MINNESOTA



URS

NOT FOR
CONSTRUCTION

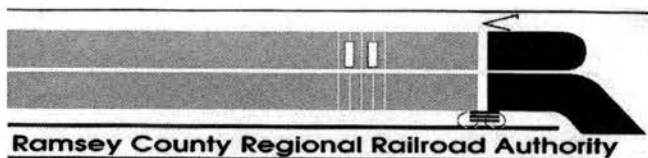
PRELIMINARY DESIGN

TRAIL CONNECTIONS

DATE: 11/11/09
SHEET: 1" = 50'-0" PL
AUTH: JAC/SJS
DRAWN: BARNETT

TRAIL-1

17



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **06/11/2013**

Regional Railroad Authority Meeting Date:

SUBJECT: Selection of consultant team for Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation

EXECUTIVE SUMMARY

Corridors of Opportunity is a broad-based initiative to accelerate the build out of a regional transit system for the Twin Cities in ways that advance economic development and ensure people of all incomes and backgrounds share in the resulting opportunities.

Corridors of Opportunity focuses on the access to opportunities to live, work, play, go to school, invest and build prosperity that a well-planned system can provide.

Corridors of Opportunity concerns seven planned, under construction or operating transitway corridors in the region. The corridors connect valued local places, institutions and commercial districts to each other and to the region. Gateway Corridor is identified as one of the seven corridors to be studied. Gateway was allocated \$150,000 from the \$5 million Sustainable Communities Regional Planning Grant awarded to Metropolitan Council from the U.S. Department of Housing and Urban Development for planning and implementation activities that promote: transit-oriented development, affordable housing; small business support and investment; community outreach and engagement; demonstration projects, tools and policy studies. The grant does not require a local funding match.

A 24-member policy board made up of leadership from government, philanthropy, non-profit and private sector interests governs the work of the Corridors of Opportunity. Ramsey County Regional Railroad Authority is member of the policy board.

(Executive summary continued on following page)

ACTION REQUESTED

1. Approve the selection of Dayton's Bluff District 4 Community Council, 798 East 7th Street Saint Paul, Minnesota 55106 for completion of Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation Study.
2. Authorize the Chair to approve and execute an agreement with Dayton's Bluff District 4 Community Council for completion of Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation Project for the period of 6/11/2013 through 12/31/2013, in the amount of \$150,000.

SUBJECT: Selection of consultant team for Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation

(Executive summary continued)

The Gateway Corridor recently wrapped up an Alternatives Analysis (AA) and will soon continue in the next step of the project development process.

During the AA process, it became apparent that constituents on the east side of Saint Paul desired a holistic conversation regarding transit needs and future opportunities. Corridors of Opportunity Gateway Corridor -Fostering an East Side Transit Conversation (the "Project") sets out to promote a conversation of transit on the east side. It also aims to narrow and simplify the discussion of transit planning studies. Currently the east side is at the epicenter of transit efforts, i.e. Gateway Corridor, Rush Line Corridor, Metro Transit's Rapid Bus plans, Saint Paul's Citywide Streetcar feasibility study and ongoing improvements to the underlying bus system. A desired outcome the Project is to build the capacity of East Side residents and businesses to chart their role in this transit planning and development activity.

To accomplish these interests, on April 2, 2013, the Ramsey County Regional Railroad Authority (RCRRA) passed Resolution R13-13, authorizing the issuance of a Request for Proposals for Corridors of Opportunity Gateway Corridor -Fostering an East Side Transit Conversation Project and directing staff to return to the RCRRA with a recommendation for selection of vendors.

Submissions were due on May 8, 2013. Six responses to the RFP were received.

A Proposal Review Committee ("PRC") comprised of staff from RCRRA, Ramsey County Manager's Office, Metro Transit, Washington County RRA, and the City of Saint Paul reviewed the proposals and recommended three firms for interview. Following interviews, the PRC unanimously selected the team lead by Dayton's Bluff Community Council to engage St. Paul's East Side residents, businesses, and decision makers in more informed transit decision making.

Dayton's Bluff Community Council is identified in the proposal. The proposal also identifies a steering committee that will draw strategic direction. The steering committee consists of the following:

- Deanna Foster, Dayton's Bluff District 4 Community Council
- Betsy Leach, District 1 Community Council
- Leslie McMurray, Payne-Phalen District 5 Planning Council
- Chuck Repke, District 2 Community Council
- Tim Herman, East Side Area Business Association
- Mikael Carlson, East Side Prosperity Campaign

The steering committee will be supported by project partners from Wilder Research, Organizing Apprenticeship Project, and Engage East Side to assist in the execution of the project tasks.

SUBJECT: Selection of consultant team for Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation

ATTACHMENTS:

1. Competitive Solicitation Summary - RFP for Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation
2. Professional Services Agreement between the Ramsey County Regional Railroad Authority and Dayton's Bluff District 4 Community Council for completion of Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation Project

PREVIOUS ACTION:

On June 7, 2011, in Resolution R11-19, the Ramsey County Regional Railroad Authority approved and executed Subrecipient Agreement SG011-031 with the Metropolitan Council for the Corridors of Opportunity Gateway Corridor Project, effective upon signature by parties through January 31, 2014, in the amount of \$150,000 in federal funds.

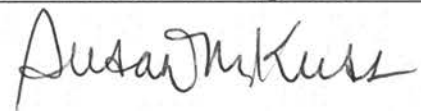
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COUNTY MANAGER'S COMMENTS:

Proposals for Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation were solicited and evaluated in accordance with the Ramsey County Request For Proposals Policy and Procedures.

**SUBJECT: Selection of consultant team for Corridors of Opportunity Gateway Corridor -
Fostering an East Side Transit Conversation**

Regional Railroad Authority – Authorized Signature	Date
	6/4/13

Finance – Authorized Signature	Date
	6/3/13

County Attorney – Authorized Signature	Date
	6/5/13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

**SUBJECT: Selection of consultant team for Corridors of Opportunity Gateway Corridor -
Fostering an East Side Transit Conversation**

Draft Resolution

1 WHEREAS, The Corridors of Opportunity Program is a regional initiative funded by grants
2 from the Sustainable Communities program of the U.S. Department of Housing and Urban
3 Development and the Living Cities Integration Initiative; and

4
5 WHEREAS, Corridors of Opportunity uses the Housing and Urban Development grant funds
6 to provide support for individual projects along transit ways in the Twin Cities area and the
7 Metropolitan Council is the fiscal agent for the grant; and

8
9 WHEREAS, The Ramsey County Regional Railroad Authority is currently identified as the
10 lead agency for three Corridors of Opportunity projects: Jobs Central\Corridors 2 Careers, Energy
11 Demonstration Project - Central Corridor, and Gateway Corridor Project; and

12
13 WHEREAS, On June 7, 2011, the Ramsey County Regional Railroad Authority approved
14 and executed Subrecipient Agreement SG011-031 with the Metropolitan Council for the Corridors
15 of Opportunity Gateway Corridor Project, effective upon signature by parties through January 31,
16 2014, in the amount of \$150,000 in federal funds; and

17
18 WHEREAS, Several future transit investments are being studied, including the Gateway
19 Corridor managed by Washington County Regional Railroad Authority, traverse and impact the
20 East Side of Saint Paul in different ways; and

21
22 WHEREAS, The numerous studies/efforts have caused confusion as to the improvements
23 that benefit the East Side constituents; and

24
25 WHEREAS, It was revealed through these studies that East Side residents sought a more
26 holistic conversation of transit needs and future opportunities; and

27
28 WHEREAS, The Gateway Corridor Project is aimed at fostering a community conversation
29 around the topic of transit in the East Side of Saint Paul; and

30
31 WHEREAS, The Gateway Corridor Project's desired outcome is a more informed
32 constituency around the topic of current transit challenges and opportunities, as well as an
33 increased capacity by east side residents, business and decision makers to advocate for the transit
34 improvements that most effectively benefits the East Side; and

35
36 WHEREAS, By resolution R13-13, Ramsey County Regional Railroad Authority authorized
37 the issuance of a Request For Proposals for a qualified consultant/ team for Corridors of
38 Opportunity Gateway Corridor - Fostering an East Side Transit Conversation; and

39
40 WHEREAS, A Request For Proposals for Corridors of Opportunity Gateway Corridor -
41 Fostering an East Side Transit Conversation was issued on April 12, 2013, and proposals were
42 received from six firms/teams; and

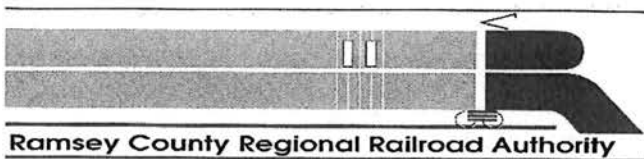
43
44 WHEREAS, After considering all of the information from the written proposals and
45 interviews, and using the evaluation criteria outlined in the Request For Proposals, the Proposal

5

46 Evaluation Committee and Interview Panel recommends the selection of the team led by Dayton's
47 Bluff Community Council. Now, Therefore Be It

48
49 RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of
50 Dayton's Bluff District 4 Community Council, 798 East 7th Street Saint Paul, Minnesota 55106 for
51 completion of Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit
52 Conversation Study; and Be It Further

53
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2

REQUEST FOR ACTION

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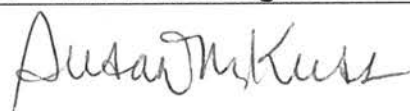
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SUBJECT: Selection of consultant team for Corridors of Opportunity Gateway Corridor -
Fostering an East Side Transit Conversation

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	6/4/13

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	6/3/13

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	6/5/13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

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7 Metropolitan Council is the fiscal agent for the grant; and

8
9 WHEREAS, The Ramsey County Regional Railroad Authority is currently identified as the
10 lead agency for three Corridors of Opportunity projects: Jobs Central\Corridors 2 Careers, Energy
11 Demonstration Project - Central Corridor, and Gateway Corridor Project; and

12
13 WHEREAS, On June 7, 2011, the Ramsey County Regional Railroad Authority approved
14 and executed Subrecipient Agreement SG011-031 with the Metropolitan Council for the Corridors
15 of Opportunity Gateway Corridor Project, effective upon signature by parties through January 31,
16 2014, in the amount of \$150,000 in federal funds; and

17
18 WHEREAS, Several future transit investments are being studied, including the Gateway
19 Corridor managed by Washington County Regional Railroad Authority, traverse and impact the
20 East Side of Saint Paul in different ways; and

21
22 WHEREAS, The numerous studies/efforts have caused confusion as to the improvements
23 that benefit the East Side constituents; and

24
25 WHEREAS, It was revealed through these studies that East Side residents sought a more
26 holistic conversation of transit needs and future opportunities; and

27
28 WHEREAS, The Gateway Corridor Project is aimed at fostering a community conversation
29 around the topic of transit in the East Side of Saint Paul; and

30
31 WHEREAS, The Gateway Corridor Project's desired outcome is a more informed
32 constituency around the topic of current transit challenges and opportunities, as well as an
33 increased capacity by east side residents, business and decision makers to advocate for the transit
34 improvements that most effectively benefits the East Side; and

35
36 WHEREAS, By resolution R13-13, Ramsey County Regional Railroad Authority authorized
37 the issuance of a Request For Proposals for a qualified consultant/ team for Corridors of
38 Opportunity Gateway Corridor - Fostering an East Side Transit Conversation; and

39
40 WHEREAS, A Request For Proposals for Corridors of Opportunity Gateway Corridor -
41 Fostering an East Side Transit Conversation was issued on April 12, 2013, and proposals were
42 received from six firms/teams; and

43
44 WHEREAS, After considering all of the information from the written proposals and
45 interviews, and using the evaluation criteria outlined in the Request For Proposals, the Proposal

5

46 Evaluation Committee and Interview Panel recommends the selection of the team led by Dayton's
47 Bluff Community Council. Now, Therefore Be It

48
49 RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of
50 Dayton's Bluff District 4 Community Council, 798 East 7th Street Saint Paul, Minnesota 55106 for
51 completion of Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit
52 Conversation Study; and Be It Further

53
54 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
55 approve and execute an agreement with Dayton's Bluff District 4 Community Council for
56 completion of Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit
57 Conversation Project for the period of 6/11/2013 through 12/31/2013, in the amount of \$150,000.

6

Attachment # 1

COMPETITIVE SOLICITATION SUMMARY

TITLE RFP RRA-385 Fostering an East Side Transit Conversation	Program: Ramsey County Regional Railroad Authority Goal: Select the most qualified and experienced firm/team to engage St. Paul's East Side residents and businesses for more informed transit decision making.
DATE SENT	April 12, 2013
DATE DUE	May 8, 2013
NUMBER SENT	24 Planholders
RESPONSES Agencies invited for interviews (*)	Dayton's Bluff Community Council et al. * Transit for Livable Communities* ZAN Associates * Richardson, Richter and Associates, Inc. SUCCESS Collaborative WSB & Associates
REVIEW COMMITTEE	Planning Specialist II, Regional Railroad Authority Senior Policy Analyst, County Manager's Office City Planner, City of Saint Paul Community Outreach, Metro Transit Senior Planner, Metro Transit Planner, Washington County RRA
VENDORS RECOMMENDED	Dayton's Bluff Community Council, et al.
OTHER INFORMATION	Review Committee Rating from Criteria in RFP - The team lead by Dayton's Bluff Community Council and comprised of the four east side district councils, East Side Business Association and Prosperity Campaign. They demonstrated full understanding of the project; previous experience and competence with basic understanding of transit, planning, and engineering projects; experience with community engagement; experiences, resources, and qualifications of individuals assigned to the project; ability to meet the project requirements within the timeline and cost.

Agreement
Between Ramsey County Regional Railroad Authority and Dayton's Bluff District 4
Community Council
For completion of Corridors of Opportunity Gateway Corridor - Fostering an East Side
Transit Conversation Project

This is an Agreement between Ramsey County Regional Railroad Authority, Minnesota, a political subdivision of the State of Minnesota, ("RCRRA") or ("Purchaser") and Dayton's Bluff District 4 Community Council, a Minnesota nonprofit corporation 798 East 7th Street Saint Paul, Minnesota 55106 ("Contractor").

The RCRRA and the Contractor agree as follows:

1. Scope of Services

- a. The Contractor shall provide services specified in **Addendum 1**, attached hereto and made a part of this Agreement.

2. RCRRA Roles and Responsibilities

The RCRRA shall provide the facilities, equipment, and participants, as specified in **Addendum 1**.

3. Time

All services must be completed by December 31, 2013.

4. Cost/Payment

- a. The RCRRA will pay the Contractor up to a maximum not-to-exceed sum of \$150,000, inclusive of expenses, and in accordance with the budget specified in Addendum 1.
- b. Reimbursement of expenses, if included, will be made consistent with RCRRA policies. The RCRRA will reimburse only the actual cost of out of pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the RCRRA and will be reimbursed at the lowest cost fare available for direct flights. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.
- c. The Contractor shall submit monthly invoices to RCRRA for services as set forth in Addendum 1 and Addendum 2 and in accordance with the requirements set forth therein. Payment will be made within 35 days of receipt of a detailed invoice.
- d. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.

- e. The Contractor must sign and return to RCRRA the Certification form attached to and made a part of this Agreement as **Exhibit A**.

5. Independent Contractor

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

6. Indemnification

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

7. Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
- b. The Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the RCRRA throughout the term of this Agreement.
 - b.1 Commercial General Liability Insurance
 - b.1.1 \$ 1,500,000 per occurrence
 - \$ 2,000,000 general aggregate
 - \$ 2,000,000 products/completed operations total limit
 - \$ 1,500,000 personal injury and advertising liability
 - b.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or the equivalent.

9

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

~~b.2 Automobile Insurance~~

~~Note: Required only if the Contractor is driving on behalf of the County as part of the Contractor's services under this Agreement.~~

~~b.2.1 Coverage shall be provided for hired, non-owned and owned auto.~~

~~b.2.2 Minimum limits: \$1,000,000 combined single limit.~~

b.3 Workers' Compensation and Employer's Liability

b.3.1 Workers' Compensation as required by Minnesota Statutes

b.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000

b.4 Professional Liability/Errors and Omissions Coverage (if applicable)

b.4.1 Per Claim Limit: \$ 500,000
Per Occurrence Limit: \$1,500,000
Aggregate Limit: \$2,000,000

b.4.2 All policies shall be written as acceptable to RCRRA.

b.4.3 Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.

c. Crime and Fidelity Bond (*Applicable if the Contractor is handling money for County or has fiduciary responsibilities*): \$ _____

d. All Certificates of Insurance shall provide that the insurance company gives the RCRRA thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.

e. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.

f. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance

with the RCRRA. Copies of insurance policies shall be submitted to the RCRRA upon request.

- g. Nothing in this Agreement shall constitute a waiver by the RCRRA of any statutory or common law immunities, limits, or exceptions on liability.
- h. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

8. Non-Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the RCRRA.

9. Unavailability of Funding

The purchase of goods or services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds from the Ramsey County Regional Railroad Authority. The RCRRA may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Ramsey County Regional Railroad Authority. Upon receipt of the RCRRA's notice of termination of the Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the RCRRA.

10. Non-Conforming Services

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

11. Equal Employment Opportunity

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

12. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined in the Ramsey County Respectful Workplace and Violence Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

13. Subcontractor Payment

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

14. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the RCRRA for damages sustained by the RCRRA by virtue of any breach of this Agreement by the Contractor. The RCRRA may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the RCRRA from the Contractor is determined.

15. Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRA data is contained or which are used to access RCRRA data for the Project. Additionally, access to RCRRA data shall be limited to those persons with a need to know for the provision of services by the Contractor. These measures include, but are not limited to, authenticated access to network data storage, use of up-to-date anti-virus software, controlled access to the physical location of the hardware, and the encryption of computers and storage devices. At the conclusion of the Project, all RCRRA data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the RCRRA written verification that the data has been purged.

16. Compliance With Applicable Law

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

17. Audit

Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the RCRRA, the State Auditor or the RCRRA's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Contractor relating to this Agreement.

18. Termination

a. With Cause

The RCRRA reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the RCRRA. In the event that the RCRRA exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

b. Without Cause

The RCRRA may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days' written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

19. Conflict of Interest

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

20. Waste Reduction

The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

21. Alteration

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

22. Deleted.

23. Interpretation of Agreement; Venue

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

24. Contractor Certification Regarding Debarment, Suspension, and Responsibility (If applicable)

Federal Regulation 45 CFR 92.35 prohibits the RCRRA from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government.

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
2. Have not within a three-year period preceding this Agreement:
 - a. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b. violated any federal or state antitrust statutes; or
 - c. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b. violating any federal or state antitrust statutes; or

- c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 4. Have not had one or more public transactions terminated with in the preceding three years for cause or default; and
 - 5. Shall not knowingly enter into any transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and that they will require any subcontractor that receives more than \$100,000 to make a similar certification as set forth herein; and
 - 6. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and
 - 7. Shall immediately give written notice to the RCRRA should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- 25. Lobbying**
For all contracts involving over \$100,000 in federal funds, the Contractor must sign the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, attached hereto and made a part of this Agreement as **Exhibit A**.
- 26. Entire Agreement**
This Agreement, including **Addendums 1 and 2** is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the provisions of this Agreement and **Addendums 1 and 2** the provisions of this Agreement shall prevail.

15

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

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

**DAYTON'S BLUFF DISTRICT 4
COMMUNITY COUNCIL**

Jim McDonough, Chair

By: _____
Print Name: _____
Title: _____

Date: _____

Date: _____

Approval recommended:

Timothy Mayasich, Director

Approved as to form and insurance:

Assistant County Attorney

DRAFT

Exhibit A

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractor Name	Program
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Signature of Certifying Official	Print Name	Title	Date
----------------------------------	------------	-------	------

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Addendum 1

SCOPE OF WORK

DRAFT

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Dayton's Bluff District 4 Community Council

798 E. 7th Street, Saint Paul, MN 55106 • Phone 651-772-2075 • Fax 651-774-3510

Visit our web site at www.daytonsbluff.org

May 8th, 2013

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

As the Project Lead, I am pleased to submit this proposal to *Foster an East Side Conversation*. As such, I am accountable for all representations made within the proposal.

Deanna Foster, Project Lead
Dayton's Bluff Community Council
798 East 7th Street
Saint Paul, Minnesota 55106
(651) – 772 – 2075
<http://www.daytonsbluff.org>



Creating a sense of place and a place that makes sense



19

Proposal to Ramsey County Regional Railroad Authority

To Foster an East Side Transit Conversation

May 8, 2013

Prepared by:

Deanna Foster, Project Lead

Dayton's Bluff Community Council

798 East 7th Street

Saint Paul, Minnesota 55106

(651) – 772 – 2075

<http://www.daytonsbluff.org>

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Resumes of key leadership:

- a. Deanna Foster
- b. Chuck Repke
- c. Elizabeth Leach
- d. Leslie McMurray
- e. Mikael Carlson
- f. Tim Herman

Strategic Partners – Organizational Overviews

- a. Wilder Research
- b. Organizing Apprenticeship Project (OAP)
- c. Engage East Side
- d. East Side Area Business Association (ESABA)

Statement of Qualification

Dayton's Bluff Community Council (DBCC) and its partners are pleased to submit this proposal to *Foster an East Side Transit Conversation*.

Uniquely Positioned

The Dayton's Bluff Community Council is engaged in a number of strategic partnerships that demonstrate the potential for a collaborative alliance that would bring together both geographic and constituency based entities to work together on a common purpose: the betterment of the East Side. DBCC's current role in promoting economic development in Dayton's Bluff has led to a broader understanding of powerful influences beyond the neighborhood that impact access to opportunity and an improved quality of life for all. Over the past 18 months, DBCC has actively participated in Engage East Side, a coalition of several organizations on the East Side of St. Paul that engages underrepresented communities around transit, with a focus on the Gateway Corridor. Through our work in the Engage East Side Coalition, it became clear to us that the transit conversation needed to be broader, including all the transit planners and providers as well as an expanded representation of residents and businesses.

This RFP reflects precisely what we believe is needed to expand the conversation and deepen the understanding of the important role of transit in the future of the East Side. It offers a level of investment in the process that will allow for a rigorous method to quantify public opinion and to develop leaders who can give a strong and informed community voice to transit decision-making processes. Because the timeline of this contract is severely constricted, we feel that our long-standing, well documented local connections will allow us to both "hit the ground running" and to continue engagement with both the grassroots and grass tops leaders of a newly aware and activated East Side. The impact of this investment through local East Side organizations will be demonstrated far beyond the end of this six-month project. The partnership organizations participating in this project are uniquely positioned to deliver exceptional results in both the short and long term.

Local Representation

In 1975, the City of St. Paul established the District Council Citizen Participation program, leading to the designation of local groups as official *Citizen Participation* agents. The four district councils representing the East Side are full participants in this project and share a long history of influence and connection to local issues and community leadership. The Councils are focused on local land use and policy issues, as well as engaging residents and encouraging community participation by facilitating meetings between neighbors, city agencies, landlords, business owners, and various other organizations to resolve issues, develop programs, and build relationships.

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Since our primary purpose is community engagement and improvement, the Community Councils are uniquely positioned to implement new strategies of engagement that respect cultural traditions while promoting cross-cultural engagement. The ability to engage diverse groups in the creation of a common vision for the community offers an effective pathway to community improvement and economic sustainability. This project will increase outreach capacity through the hiring and training of organizers who work at all levels of engagement and can focus on the under-represented groups with the intention of creating a truly multi-cultural and multi-ethnic community working together with common purpose. Focusing attention on transportation affords the opportunity to do authentic public opinion research and build community awareness and understanding of the issue, thereby creating a base of informed citizens who can provide leadership and counsel to the public sector, while working to build a strong economic future for the region.

We know that expanded economic activity and local business development are essential building blocks to the vitality of the East Side. Adding business voices, especially small localized and minority owned businesses, is an important part of the narrative on transportation. Small businesses are job creators and reliable, efficient transportation is a proven step toward economic recovery and growth. This reality amplifies our choice to include the East Side Area Business Association (ESABA) as a full partner in this project. We seek to increase the economic competitiveness of businesses and employers on the East Side. There is significant potential for jobs and business growth, especially with the redevelopment of Beacon Bluff, the 46-acre former 3M site that is currently being marketed by the St. Paul Port Authority along with other vacant site redevelopments on the East Side. Our partnerships with LEDC, CLUES, NDC, MSU, Prosperity Campaign and others will help us to relate to the larger scale developments that will better connect Dayton's Bluff and the East Side with the regional economy.

The dual focus on residential communities and small business development demonstrates our understanding of the dynamics of change in this diverse urban environment. Transportation is a major building block that will have significant impact on the people living, working and doing business in the community. Through this project we will engage more people in a meaningful dialogue and creation of a community vision that connects the East Side to the region in multiple places, modes and styles. This analysis of public opinion, improved information and cross-cultural engagement around transportation issues will provide local input and leadership to shape strategies and policies that support equitable and sustainable economic strength and vitality.

The East Side of Saint Paul is a community that is saturated with stunning racial, ethnic and cultural diversity that is the bedrock of vibrant neighborhoods. This geography is concisely illustrated in the 2011 Minnesota Compass report that details the mixture of African-American, White, Latino, and Asian residents that make up the racial and ethnic mosaic of the East Side. Because of the cultural richness and variety of our citizens, there is a great opportunity to develop a more deeply integrated narrative – one that could be both ethnically unifying and inspired by indigenous innovation.

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Full Engagement

As the East Side prepares for new investments in transit infrastructure, it is critical that the diverse members of our community are all meaningfully engaged in the conversations about the future of our neighborhoods, and are empowered to participate in the design and implementation of this new infrastructure. The voices of the community are paramount for relevant and contextualized models to emerge that will serve East Side neighborhoods and citizens for decades to come.

The path to realizing this preferred future is ensuring proper engagement of all voices. There are many residents who are ready and waiting to be included in this conversation, but there are many more who will need to be properly invited to join in. Many of these important voices have not been previously engaged in conversations such as this one, and there will need to be significant organizing and education to increase their capacity and confidence in the subject matter of transportation.

Ultimately, the value of the *East Side Transit Conversation* will come down to successfully connecting to and communicating with the residents of the East Side neighborhoods. Any successful strategy must begin with the grass roots, and continue with leadership that is grounded in such local engagement. The organizations participating in this project are uniquely qualified to lead such local engagement and ensure that the progress made is carried forward beyond the time and scope of this funding.

The need for community organizing and resident engagement around transportation opportunities on the East Side has arguably never been greater. The coming investments in transportation infrastructure are unprecedented, and therefore represent an historic opportunity for true neighborhood involvement in the process. This time, things could be different. Realizing the goal of neighborhood and resident involvement is a lofty one, yet it is certainly achievable if executed by the right collaborative, with the proper strategy and tactics that will ensure a continuous effort to listen, educate and prepare the leaders who will guide the decisions that most impact the future of our community.

Capacity Building

Our selection of Wilder Research and the Organizing Apprenticeship Project is very strategic. We are committed to delivering quality results in this project and we are determined to build our capacity for meaningful engagement that results in a populace able to speak out on their own behalf. Both consulting partners are well known and respected for their expertise and innovative approaches in their work. The inclusion of Wilder and OAP expands our capacity for this project and provides the East Side partners with invaluable new tools and strategies to continue the work beyond this project. We are determined to give voice to the residents, workers and business owners who will help shape transportation plans in ways that most benefit the East Side by ensuring strong economic connections within the regional landscape.

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Vision

We envision a highly informed, equitably represented and empowered East Side community that actively exercises leadership in critical decisions that affect families, neighborhoods, and businesses, while ensuring a sustainable connection to a strong regional economy.

Philosophy: Partnership, Collaboration and Leverage

DBCC and its partners believe that it is imperative for residents, organizations, and key stakeholders to work together to achieve common goals that serve the East Side community. Building a team that combines subject matter expertise in transportation engagement with locally based expertise in community organizing/leadership development was a key focus as we developed the cohort of project partners. We wanted to ensure not only that there was sufficient diversity of expertise to deliver exceptional results, but also to ensure that the spirit of true collaboration was intentional from the very beginning. We are confident that this group meets both criteria. The team of collaborators that we have convened represents a true mosaic of people and organizations with one focus: a stronger East Side.

This collaborative spirit is not only evidenced in the interconnected relationships between the leaders of the four District Councils, the Engage East Side initiative, and the East Side Area Business Association but also in several shared key relationships that have been developed by the project partners through joint initiatives over the years. As small, locally based organizations, we depend wholly on partnerships and collaborations; therefore we are confident in our ability to locate the resource collaborators we need. In the area of transportation planning and engagement, we feel strongly that we must build that expertise locally through more effective relationships with the public entities charged with planning and implementation. The District Councils are experts in managing the complex interactions between public agencies, elected officials and local constituencies. Expert transportation "intermediaries" (such as Transit for Livable Communities, Alliance for Metropolitan Stability, etc) are available to assist us around specific needs, allowing us to keep the "learning" and "expertise" at the local level.

Proposed Work Plan and Deliverables

Ramsey County Regional Railroad Authority (RCRRA) is seeking a contractor to assist in engaging Saint Paul's East Side citizens and businesses in providing a foundation for more informed transit decision-making in the future, therefore we propose to:

1. Foster better working relationships with government partners and East Side constituents in transit decision-making.

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2. Develop deeper understanding by East Side constituents and decision makers of transit patterns and customer needs and the challenges and opportunities for expanded transit service on the East Side.
3. Cultivate a more informed constituency with resident leaders that can more effectively influence transit decision-making on their own behalf.

To realize this vision and achieve these goals, the process will include gathering information in a variety of formats (both qualitative and quantitative) and from a variety of community members and representatives from key institutions in the community. Anyone in the community who wants to participate will be given one or more opportunities to do so, including: a representative community survey; focus groups on targeted topics; World Café or Pro Action Café or similar facilitated discussion groups; and Town Hall style meetings.

Management Structure – Project Team

The project will draw strategic direction from a steering committee made up of representatives from each partner organization. The Executive Director of DBCC will chair the Steering Committee. A Project Director will be hired by the Steering Committee to manage all activities and contracts, as well as coordinating the collaborative relationships among partners. All payments to partners will be made through a contracting process that ensures delivery of specific outcomes and work product. Organizers will be contracted specifically for this project and will be directly responsible to the Project Director. All activities will be directed and managed by the Steering Committee through the Project Director, who will maintain tight control and coordination of all activities to ensure timely and effective outcomes for the project.

The following work plan is the Project Team's strategic roadmap to success, although we will be flexible in our process in order to best meet the requirements of this RFP.

Step 1: Recruit Community Organizers, (June 2013) and train them in best-practices and leadership development in partnership with OAP (July – December 2013).

Deliverable: A capable, trained cohort of 3-5 FTE Community Organizers to do the important work of organizing and engagement of people who live, work and do business on the East Side, with particular attention to racial, ethnic and cultural minorities as well as low income residents.

One of the most critical components of our plan is the ability to have "boots on the ground" who are familiar with the East Side and can quickly access a diverse group of constituents, businesses, and institutional stakeholders to engage them in the conversation.

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DBCC and its strategic partners will leverage the extensive networks that have been built by each partner in order to identify and recruit Community Organizers that are representative of the language and cultural communities on the East Side.

Training will be a collaborative effort between the project partners and OAP. OAP's six months of intensive training will be contextualized and shaped to meet the specific needs and objectives of this project. Training will include: public/private systems analysis, relationship and leadership building strategies, and practical skill building for Organizers working to ensure racial, cultural, social, and economic justice for the East Side.

Step 2: Select data collection methods and instruments, in partnership with Wilder Research (June 2013)

Deliverables: Survey instruments, survey data, a plan for implementation, and rigor required to deliver credible research outcomes.

The Project Team and Wilder Research will employ best-practices in survey research as well as innovative strategies to produce reliable and valid data at the lowest cost possible. We will work with our strategic partners to ensure the survey instrument and data collection process we develop will answer our key research questions and strengthen (not harm) our relationship with community members.

All survey instruments designed by Wilder Research are extensively reviewed by survey experts for flow, wording clarity, ease of completion for the respondent, etc. Wilder uses best-practices in survey research to ensure an effective survey instrument. Any previous and relevant data gathering activities completed by organizations (such as prior community needs assessments, secondary data we have gathered, etc.) and other surveys conducted by Wilder (including other community needs assessments) will be used to design the survey instrument for this project.

Step 3: Engagement: Surveys, in partnership with Wilder Research (July – August 2013)

We will conduct a self-administered mailed survey using an address-based sampling methodology. A mailed survey is a cost-efficient method of collecting data that will allow us to include all households in the service area in our sampling frame, regardless of their phone status. Since we know up to half of households in some areas are now cell-only or cell-mainly (and because younger, lower income, and non-white households are more likely to be represented in this group), address-based samples (ABS) are typically the best way to represent a population.

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In addition, Wilder Research will program the same survey into their secure web-based survey software and make the URL link to the survey available to the RCRRRA and its partners to publish broadly in the community to allow any community member who wants to opt in to the survey. The web survey opt-in responses will not be combined with the representative survey responses, but rather will be reported as a separate line in the reports (to ensure that any extreme views reflected among the opt-in respondents do not sway the overall picture of what the community feels to be true about the issue).

We understand that it is very important to RCRRRA and its partners to be inclusive and reflective of the voices of low-income community residents. The process of conducting a representative community survey will represent all income segments in the community, including low-income. Furthermore, the survey responses will be weighted by education (which is a proxy for income) to ensure that even if there is a lower response rate among low-income residents their responses will be weighted to reflect their true proportion in the community. We will use our network of nonprofits that serve low-income residents to advertise the survey and encourage responses, to bolster the response rate to the community survey. The opt-in web survey could also be advertised in low-income areas and locations frequented by low-income residents. And finally, the Town Hall meetings described in the next section of this proposal could also be targeted toward low-income residents.

All of these strategies will ensure that the voice of low-income community members is well represented. The survey will be mailed to a list of residential addresses, stratified so we receive equal sample sizes in each strata. We will send a survey packet, including a cover letter, survey instrument, and return envelope, to all addresses that are sampled. After about two weeks, we will send a reminder post card to all households that have not yet completed their survey. Finally, after an additional two weeks, we will send a final survey packet to all sampled residences that have still not responded. This method has been shown to produce the best response rates possible for the lowest cost possible.

All survey mailings will include information about how to contact Wilder via a toll-free number if respondents have questions or would prefer to complete the survey over the phone. Respondents who call in to complete their survey will be interviewed by an experienced survey interviewer who will be trained specifically for this project. Data collection personnel are available daily to answer calls and assist respondents as needed to minimize respondent burden throughout the survey process. All completed surveys will be checked, coded, and data entered by Wilder Research staff. Wilder Research staff will review all completed surveys and code all open-ended responses using a codebook to be developed using open-coding, which involves reviewing respondents' actual answers and developing codes around the themes identified in their own words. A 10 percent verification process will be used to ensure data entry accuracy.

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Once the data entry process is complete, the research analyst will use SPSS to create a set of analyzable data files. The research analyst will also perform initial quality tests on the value ranges of the variables and look for any outliers. After the data are cleaned, weights will be applied to ensure representativeness to the population. The weights we typically use are non-inflationary, meaning that the sample is weighted back to the original sample size, not to the population size.

Step 4: Engagement: small, localized meetings/focus groups (September – October 2013)

Deliverables: Meeting agendas, analyzed event notes

The Project Team will plan and conduct small, local meetings (focus groups) with community members. The focus groups will be used to refine the strategic ideas to ensure the strategies are sourced from community stakeholders. The specific topics and target participants will be determined after further discussion with the project steering committee. This plan assumes we would complete 4 focus groups, because we want to allow for a wide cross-section of community members to participate.

As noted above, some or all of these meetings could be targeted to low-income and marginalized residents to be sure that critical perspective is heard in the process of this community assessment.

DBCC will work with OAP and Wilder Research to develop focus group protocols to address the key research questions. The protocols will be customized for each group, as needed. Wilder Research recommends using a short self-administered survey at the end of the focus group to gather participants' demographic characteristics and other relevant information.

Wilder and OAP will assist the Organizers who are doing the recruiting for these focus groups to effectively and accurately describe the purpose of the focus groups and extend an invitation to the targeted participants. We will develop a script that explains the importance of community input into this project, encourages respondents to attend and make their voices heard, and describes the logistical details of the event. Participant commentary will be recorded by a note-taker and a digital recording device (pending approval by all participants). Participants will be offered an opportunity to receive a final copy of the study report.

Following the completion of each focus group, we will compile documents detailing the focus group discussions, including cleaned and de-identified versions of all notes and written participant feedback or surveys. Documentation will also include information about the number and characteristics of participants. These documents will be reviewed for completeness and

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accuracy by both staff members who attended the focus group and verified using the digital recording, as needed, before proceeding to analysis.

Step 5: Community Organizing: Deepen Engagement, in partnership with OAP (July – December 2013)

All other engagement of community members by the contracted organizers will be coordinated through strategy and skill building sessions provided by OAP. Special attention will be given to reaching underrepresented resident communities on the East Side. All organizing activity will be respectful of existing community networks, in order to encourage more lasting peer relationships and local supports for participants. Methods for community organizing will be based on best practice strategies identified through the OAP training sessions. All organizers will participate in weekly sessions provided by OAP.

Community Organizing is by nature organic and opportunistic. This approach is an excellent counter-balance to the controlled nature of the research activities. By utilizing community organizing, the work product we create will exist within and be owned by the community itself. The outcomes and successes will be made visible through leaders who rise up from the community and through common goals the community members adopt and pursue on their own behalf.

Step 6: Form Community leadership Group, in partnership with OAP (September - November 2013)

Deliverables: A cohesive cohort of East Side leaders that will lead the ongoing neighborhood engagement with East Side transit opportunities

One of the main pieces of the vision is that the ongoing work will be led and facilitated by local residents and stakeholders on the East Side. One way to ensure that this project ends with a high probability of realizing this piece of the vision is to develop a leadership team/structure of local individuals who are committed to the "long conversations" that will continue to occur; both conversations specific to transit as well as conversations regarding other opportunities and/or challenges facing the community.

The process of forming this team will begin with the organic leadership that arises out of the community organizing, survey participation, and the focus groups. OAP will utilize best practice leadership development tools to help DBCC and its partners identify and enlist individuals who have interest and capacity to serve on this team.

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Step 7: Leadership training and small leadership summit (November 2013)

Deliverables: Once formed, the leadership group will facilitate a Transportation Summit for the East Side community.

Neighborhood leadership must be visible. We believe that sustainability in the East Side transportation conversation is highly dependent on well-trained and informed residents. Transportation-specific leadership training will be available for East Side residents who were engaged in this project, either through the research activities or the organizing work. This training will combine research-based education, understanding of public process, and community empowerment skills.

The local community leadership group will be assisted in the planning and execution of a leadership summit for their East Side neighbors

Step 8: World Café | Town Hall (October 2013)

The following strategies will be inserted in the engagement process as time and resources allow.

World Café and similar formats are facilitated meetings that allow participants to generate ideas and to build off one another's thoughts and contributions. For each session, DBCC and its partners will identify and train local volunteers to serve as Table Hosts. Table Hosts are key to recording, reporting, and helping synthesize information that comes out of the multiple mini-sessions held within each World Café and Pro Action Café meeting format. It is helpful if the Table Hosts are familiar with the participants, topics, or community of focus.

Because capacity development of local residents and stakeholders is an important part of the process, we will provide an overview template of this role as well as training for Table Hosts prior to each meeting, in order to prepare them for this role. These Hosts could be District Council staff or could be drawn from the current volunteer base within the partner organizations.

This type of session could be used to obtain recommendations to address unmet needs and respond to key issues that are identified through the community survey and/or focus groups. These sessions may also explore opportunities for enhanced collaboration among organizations to address needs in the community. This format could also be used for other similar purposes.

Wilder will help to develop the Town Hall event agenda to ensure all of the critical research questions are addressed. Wilder will provide Audience Polling System technology to gather responses to specific questions from the participants. Questions for DBCC and its partners to

review and approve. Wilder will also develop the capacity of the Community Organizers and local leadership to execute future town hall meetings in a best practice way, at the local level.

The project team will host at least one Town Hall event at an appropriate site on the East Side. We will seek to draw 100 to 300 people to the Town Hall event.

Step 9: Final reporting and presentation of findings (October – November 2013)

Deliverables: Raw data tables from the survey and Town Hall meetings, and a narrative of the overall findings with strategic recommendations for ongoing engagement and conversation

Wilder Research has extensive experience in reporting and presenting assessment findings. They produce high quality reports and presentations using a variety of formats. Their experience and reputation in reporting and dissemination will be an asset to DBCC and its partners with regard to this assessment.

Wilder Research will prepare detailed data tables for each survey question as well as for all of the Town Hall questions. Wilder will also develop a PowerPoint presentation that they will use to present the results of the community assessment. A summary report with a project narrative, organizing activities and outcomes and strategic recommendations will be written by the Project Director, and will be included with Wilder Research's data tables and reports.

Budget:

COST:	AMOUNT:	COMMENTS:
Project Director, 6 months	\$35,000.00	1.0 FTE X 6 months
Consulting Partners		
* Wilder Research	\$34,000.00	Wilder research detailed budget available upon request
* OAP	\$15,000.00	OAP detailed budget available upon request
Community Organizers	\$47,000.00	3-5 FTEs
Steering Committee Stipends	\$6,000.00	6 @ \$1,000 / each
Materials, administrative costs	\$13,000.00	7% fee for administrative tasks Copies, meeting supplies, etc.
TOTAL:	\$150,000.00	

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Attachments

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Deanna Foster

1952 Lochaven Alcove St. Paul, Minnesota 55125
651-797-2322 home; 651-331-0914 cell
deanna@daytonsbuff.org

Summary Innovative leader in the public and non-profit sector with a demonstrated commitment to community organizing and engagement as a vehicle for meaningful social change. Long career in executive level management and successful entrepreneurial business development. As Chief executive of Hope Community for 15 years, expanded the organization tenfold through a commitment to cross-sector partnerships, strategic planning and bold action that led to the major revitalization of a neighborhood previously blighted and ignored. Hired, managed and mentored a diverse staff of talented individuals, teaching accountability and teamwork. Expanded operational funding and capacity by developing and maintaining important working relationships with private business, community, philanthropic and government partners. Strong strategic thinker and team builder. Long-term commitment to social justice and community empowerment strategies.

Primary Qualities and Skills

Innovative, strategic leadership Public Policy Advocacy Organizational and program development/management Effective coalition building and Board relationships Strong fund development and fiscal management capabilities Outstanding oral and written communication skills, including public speaking Excellent inter-personal skills, including the ability to motivate and inspire trust and confidence with a wide range of people Ability to effectively promote strategic objectives while preserving positive working relationships Sense of humor Collaborative leadership style

Experience

Dayton's Bluff Community Council 2011 - Present Executive Director

Since joining DBCC, led the planning and implementation of two major new initiatives for the Council: Full Engagement - a plan to engage underrepresented ethnic minority residents and businesses, and Make It Happen on E. 7th Street - an economic development strategy for revitalization of the Dayton's Bluff main business district. Raised additional funding to support new initiatives and revised the accounting system to better track and report financial information to Board and stakeholders.

Hope Development, LLC 2007 - 2011 Principal Provided community development consultation for mid-size cities seeking to integrate disparate community goals with successful real estate development strategies that strengthen community. Working extensively in Jackson, MS, my team and I rejuvenated interest in the redevelopment of the historic African-American business district, incorporating mixed-use/ mixed-income development strategies. The racial and political complexities of the situation required careful and studied relationship building, and strong commitment to engaging stakeholders from all sectors and communities. Researched, strategized and wrote the application to HUD NSP2 funding for the City of Jackson. Strategy included the creation of an eighteen member coalition made up of city government, public education institutions, non-profit Community

Development Corporations and legal and financial counseling agencies, forming the first broad-based coalition for community development intervention in the history of the city.

Twin Cities Local Initiatives Support Corporation (LISC) 2006-2007 Executive Director

Led the Twin Cities office of LISC in a transition to broaden the scope of community development leadership and influence. Worked with current staff to begin a new approach to their work that included more accountability for community partnerships and engagement. Provided leadership for a strategic planning process that helped refocus the organization on specific issues that prevent low-income communities from participating in the prosperity of the regional economy. Completed transitional work in November.

Hope Community, Inc. 1991-2006 Executive Director Transformed a small women's shelter into an organization that demonstrates an innovative model for neighborhood revitalization, rooting real estate development in the community and strengthening business and government relationships to the benefit of the neighborhood. Inspired a neighborhood development vision that spawned major revitalization and set the stage for significant expansion of both philanthropic and public support for Hope's housing development activities. Managed multiple long-term strategies to build organizational capacity as well as pioneering innovative programs that offer creative, solution-oriented approaches to community development issues. Built a skilled multi-cultural staff that operates in a mutually respectful, team-oriented environment that supports creative leadership, continuous learning and excellence. Established and maintained long-term relationships and partnerships that enhanced Hope's capacity and influence, while staying true to our commitment to social justice, community power, diversity, and innovation. Demonstrated ability to partner with other organizations and advance the success of community-based associations and institutions.

Other Experience 1976-1991

Hope Community, Inc. - Accounting/bookkeeping, Organizational Development Axis, Inc.
Founding Owner - Consulting and Training for Small Business Owners Wright County Human Services - Assistant Director Minnesota Social Service Association - Executive Director

Education Master of Business Administration - University of Saint Thomas, St. Paul

Bachelor of Arts - Saint Catherine University, St. Paul

Sociology Major, Secondary Education

Publications

The success of my work at Hope Community is featured in the following books/publications:

Berg, Debra Schweiger. The Power of One: Heroes Forging America's Civic Reawakening from Sea to Shining Sea. N.p.: Trafford, 2004 Westley, Francis, Zimmerman, Brenda and Patton, Michael Q. Getting to Maybe: How the World is Changed. Toronto: Vintage, 2007.

"End of One Way." Paper published by Annie E. Casey Foundation; McKnight Foundation, 2004. Authored by Mekha, Repa; Rosebear, Kathryn; Foster, Deanna; et al.

Charles W. Repke
Cell – 651-214-8664
Office – 651-771-6955

Executive Director, District 2 Community Council since April 1999.

Executive Director North East Neighborhoods Development Corporation since February 2002.

These two non-profit organizations facilitate the community involvement in development activities in the north eastern neighborhoods of Saint Paul. Responsible to the Board of Directors for the management of these agencies, duties include creating budgets, managing and supervision of employees, representing the organizations in the community and with governmental entities.

2009 – ongoing Capitol Brokerage – Real Estate Broker - Responsible for management of a full service real estate brokerage. Capitol Brokerage is the first Real Estate Brokerage owned by a Non-profit Community Development Corporation in Saint Paul.

Independent Contractor - registered lobbyist with the State of Minnesota since 1999. Clients include Ever-Green Energy, Saint Paul, MN.

Previous Employment : 1/1990-1/1998 City of Saint Paul served as the legislative aid to the President of the Saint Paul City Council and the Chair of the Housing and Redevelopment Authority;

Related Community Experience: Served as a member of the Saint Paul Planning Commission and its zoning committee. Former President West Seventh/Fort Road Federation.

Transportation Experience: Background and experience in community involvement in transportation issues goes back to 1980. I was active with my neighborhood in the resolution of 35E issue in Saint Paul and was a signer of the law suit settlement agreement with the State of Minnesota making sure the community got a parkway. More recently I staffed the White Bear Avenue Plan task force for the District 2 Community Council and was a member of the Phalen Corridor task force representing NENDC.

ELIZABETH K. LEACH, PH.D.

Executive Director, District 1 Community Council

District1council@aol.com

EXPERIENCE

DISTRICT 1 COMMUNITY COUNCIL

Executive Director and Community Organizer 2006 to present

SPINE IMAGING MRI, L.L.C.

Office Manager and supervisor, 2005

RAMSEY COUNTY OFFICE OF THE PUBLIC DEFENDER

Internship with Christine Rued January through March 2005

UNIVERSITY OF MINNESOTA

Academic Advisor with Program for Individualized Learning, 1997 - 2003

METROPOLITAN STATE UNIVERSITY

Community Faculty in Anthropology

courses included Gender and Culture, Anthropological Perspectives on Diversity: Focus on Native Americans, Explorations in Anthropological Thinking.

Researcher with Multicultural Affairs Office and with Advising Offices

Admissions Counselor

Assistant to Publications Staff

Academic Advisor with special emphasis on non-traditional students

J.B. BARKER-NUNN AND ASSOCIATES

Academic Editor

EDUCATION

PARALEGAL CERTIFICATE - ABA APPROVED PROGRAM

COLLEGE DEGREES - ANTHROPOLOGY AND GEOLOGY

COMMUNITY ACTIVITIES

- Manages the outreach and planning activities of the District 1 Community Council developing partnerships; acts as community organizer around issues of transportation, land use, and the environment;
- Member of the NW Area Transportation Task Force, Pierce Butler Planning Group; Snelling Avenue MnDOT Task Force
- Member of the Transportation Task Force for the St. Paul Comprehensive Plan
- Board member and treasurer of the Hamline Midway Coalition - District 11 Council:

2005 to 2007

- Chair of the Transportation Committee of the Hamline Midway Coalition
- Ramsey County Election Judge: 2003 to present
- Board member of Midway Transportation Management Organization (MTMO): 2004 to 2007
- Committee member Bicycling Committee of the MTMO: 2002 to 2005
- Member of the Midway Greenspirit Community Gardeners: 2004 to present
- Member of the Midway Industrial Area Task Force of University United: 2002 to 2003

PROFESSIONAL DEVELOPMENT

- Extensive training in cross-cultural relations, community organizing and governmental operations
- Extensive training in teaching and advising in multi-cultural settings;
- Completion of the Ramsey County Crisis Intervention Partnership training;
- Workshops in nonprofit finance;
- Workshop in dealing with psychological disabilities in advising.

Leslie McMurray | 651-366-7300

- Provide strong nonprofit management skills in fundraising, community relations, evaluation and reporting, information systems, staff and volunteer management, budgeting, Board support, developing innovative programs and communications strategies.

- Identify, recruit, train, and support culturally competent community leadership

- Offer participatory research tools to help groups analyze local community conditions, acquire □ meaningful data, and select and frame issues

- Build unified teams around identified interests and goals. Reduce or remove barriers to resources or □ leadership.

- Align competitive and cooperative interests and establish methods for resolving conflicts. Create □ training for effective group deliberation, governance, and public work.

- Implement strategic communications and evaluation to support outcomes

- Identify and develop low-cost assets to leverage new resources

- Conduct continuous outreach to develop second and third tier leadership in the community. □ **Education** □ Bachelor of Arts, Carleton College, Northfield, MN 1982. Comparative Religion. Graduated with "Distinction".

- **Executive Director/ Organizer of Payne Phalen District 5 Planning Council June 2003 – Present** □ Organize residents and community organizations to envision and develop the future of the diverse Payne- Phalen neighborhood. Create collective resolution of problems facing the neighborhood with the objective to improve the health and livability of the Payne-Phalen neighborhood. Serving over 10,000 households, the District Five Planning Council is the largest in St. Paul, MN. □ **Nonprofit Administration: Community Organizing and Development**

- Organized key community gatherings of 200-300 residents to promote relationships, assist in identifying assets and challenges in the neighborhood, and create and implement resident -driven plans to meet challenges..

- Provided leadership in a six month process to successfully reform citywide funding formulas to eliminate disparities between St. Paul's neighborhoods.

- Created new venues for citizen review and input on matters that impact the livability of the neighborhood, including zoning, licensing, crime prevention and problem properties.

- Create resident leaders and effectively represented District 5 at community-wide events and forums.

- Create positive media relations and communication strategies through newsletter, media relations □ and foster regular communication with public officials, community and regional leaders.

- Recommend and implement annual work plans, with strategies to realize goals.

- Provide accurate and timely information for Board decision making. Provide resources for Board □ development.

- Develop and oversee sound budgets, financial policies and procedures.

- Organize and staff meetings of the Board and committees.

- Supervise other staff and volunteers.

- Develop and implement fundraising strategies.

- Work with public agencies that provide financial support to the organization.

**Coordinator - St. Paul/Ramsey County Children's Initiative, St. Paul, MN
Nov 2000 – October 2002.**

Strengthened partnerships and supported outcomes of this family service collaborative to link, families, early childhood professionals and public partners to the systems change work and resources of The Children's Initiative.

- Provided key staff leadership and organizing model for Children's Initiative Goal Teams, four community cross-sector teams that prioritized community outcomes – resulting in allocations of over \$1.7 million in federal funding support for outcome focused early prevention projects in St. Paul. Managed service vendor contracts and offered project management technical assistance to funded projects.

- Created two large-scale, inclusive Community Café participatory research events that engaged over 250 community parents and stakeholders. These inclusive Cafés were culturally accessible and offered in five languages.

- Supported parent leadership through coaching, organizing and training.

- Developed communications strategies to link community, collaborative, and public partners. Created publications, promotions, electronic bulletins, press releases and manuals. Managed budgets, □ generated funding strategies.

- Designed and delivered outcomes training for Teams, Board of Directors, and Family Center staff.

- Provided organizing consultation to formal and informal community

parent groups. Examples: Consultant for parent organization in mediation process at charter school. Helped Hmong social workers launch collaborative effort to address service delivery reform. Assisted immigrant families to advance consumer concerns which launched a state-level investigation of a business that parents believed was exploiting low-income families. Served as Community Advisor to Hmong ELL Task Force with the St. Paul Public Schools.

- Conducted numerous focus groups and discussions on community leadership for systems change in early childhood and family support

- Offered leadership and governance training as requested at CI Family Centers. Initiated monthly gatherings of community parent representatives on CI Board.

- Organized community-driven CI Candidate Forum 2001 and offered parent organizing support to 2000 Big Leap for Early Learning Legislative Candidate Forum.

- Coordinated community research for local data, utilizing US Census resources, local research vendors, and coordinated plans and training for CI integrated outcome evaluation.

- Leveraged over \$80,000 of direct income and resources for The Children's Initiative **Leading Edge Program/Community Development Program Coordinator - Hmong American Partnership, Saint Paul, MN June 1994 – October 2000.** Designed and directed youth leadership development programs to support emerging networks of young adult leaders promote systems change efforts through increased civic engagement. Created community leadership opportunities, which emphasized cultural survival, creativity and community ownership. Supported successful spin off entrepreneurial projects such as Paj Ntaub VOICE. Student participants received job placement and career development services, higher education advising and resources, career development support and a unique internship program matching students with Asian owned businesses and services, and mentoring program. Successful partnerships were established with MN colleges and universities, area business community arts, and local and national advocacy groups. Examples of leadership projects include: CAAR (Community Action Against Racism), Edison High School Parent Activist group, Hmong Disability Awareness Group, Police Accountability Action, Hmong Artist Trek, Paj Ntaub VOICE – a Hmong journal, public readings by Hmong authors, panel discussions on Hmong History, Anti-Truancy Sweep, Higher Education Task Force, Women Leading through Reading literacy book groups, a Hmong Community "Walk of Remembrance" community arts event, production of

a Hmong mural and subsequent art shows, Motivation for Higher Education Outreach events, Community Dialogues for Exploration of current issues, leadership training and student retreats. The MAEP Hmong Curriculum project was based at Phalen Lake Elementary with support from Eastside Arts Council.

Supervised Outreach staff and provided key supervision to several hundred community volunteers.

□ Wrote grants for \$200,000. Manage program, develop resources, supervise volunteers and staff, □ develop training resources, and establish strong networks of support for first generation students.

□ "Model Program Award" for Leading Edge Program MN Conference on Volunteerism.

□ Invited panelist for Hmong Community Leadership Conference, Ohio, and presenter at Hmong □ National Development Conference, CO. **Project Manager, CASH Program, Hmong American Partnership. October 1993-June 1994.** □ Created curriculum and instruction program for Hmong women seeking to leave public assistance and obtain entry-level employment. Provided case management services, informal counseling, field learning experience, and job and internship placement assistance. □ **Program Assistant, Retired Senior Volunteer Program (RSVP), Minneapolis, MN 1983- 1985** □ Coordinate annual Volunteer Recognition event for 1,600 R.S.V.P. volunteers. Chaired Southside agency taskforce on democratic workplace issues. Provided volunteer support and tracking for evaluation, created status reports to meet federal funding requirements. Supervised clerical staff and eight volunteers. □ **KEY ISSUE CAMPAIGNS** □ **Key Organizer, Community Action Against Racism (CAAR).** Hmong American Partnership 1998-2000. With HAP's Leading Edge program serving as the organizing base, CAAR mobilized over 2000 people in a six-month issue campaign targeting media racism. Coordinated strategic campaign, orchestrated media relations, recruited and coached emerging leaders, resolved and mediated conflicting interests, and facilitated challenging community meetings. Built new alliances with community, agency, labor and political, religious, and human rights leaders to create a coalition with visible, vocal multi- cultural leadership. This campaign engaged over 2000 individuals and groups in two public rallies, a petition drive, and numerous meetings with corporate media reps, educational forums and a successful national advertising boycott. The campaign achieved its goals and leveraged victories. As a key organizer, I worked with community leaders to set strategies for negotiating sessions with targets, lead community meetings, act as a quasi-leader when required, managed all media contacts and assured that spokespersons represented people most impacted by the issue. Successfully mediated a range of internal and external community issues, helping to mobilize Hmong leadership while forging new multi- cultural alliances and networks. Following the campaign organized youth to write and produce anti-racist community service announcements for public broadcast. Followed up with station management to support change in practice and policy.

□ 1999 MN Council of Nonprofits Mission Excellence Award for Anti-Racist Initiative. Duluth, MN.

□ 1999 Community Leadership Award, Asian Pacific Endowment for Community Development.

□ Hmong New Year, Fresno, CA. Award to CAAR

□ Hmong STU Universal Video. Award to CAAR for "promoting

human dignity and equality".

□ "98 in '98" List published in St. Paul Pioneer Press.

□ Acknowledgement from U.S. Senator Paul Wellstone's staff for community leadership

Chair, Joint Ministry Project I-35W Campaign. Initiated and provided community leadership in JMP's campaign for changed transportation policy related to highway expansion and light rail development. Developed new leaders, chaired meetings, crafted issue strategy and framed issues for multiple constituencies, led a number of actions, worked with media, and developed skills for group research, issue development, and campaign planning. Supported development of the organization and its member institutions. 1990 – 1993.

□ 1991 – Leadership Award, Joint Ministry Project, Minneapolis, MN.

Communications and Event Facilitation

□ Facilitator, Immigration in MN Discussion Series, Frogtown Family Center, 2000.

□ Facilitator, Cities at Work Discussion Series, Hmong American Partnership. 2000

□ Guest Panelist, HECUA "Anti-Racist Organizing" Hamline University, St. Paul, MN. 1998

□ Guest Speaker, "Organizing and Social Work", St. Thomas University, St. Paul, MN. 2001.

□ Guest Panelist, MN Fair Housing Conference, Minneapolis, MN.

□ Guest Panelist, LOTT Leadership Conference, State Capital. St. Paul, MN.

□ Workshop Presenter, Hmong National Development Conference, Denver, CO.

□ Conference Panelist and Workshop Presenter

□ National Hmong Community Leadership Conference, Otterbein College, Ohio.

□ Guest Panelist, Carleton College, Careers in Nonprofits – Northfield, MN.

□ Faculty Assistant, The College of St. Catherine, Minneapolis Campus. Taught 11 courses of □ Healthcare Communications to adult learners. Taught and organized in-house computer training for □ staff and faculty. March 1991-1993.

Facilitator, Empowerment Workshops. Women Against Military Madness (WAMM). Designed and facilitated empowerment workshops promoting individual action to support and build momentum for alternatives to war. 1990-91.

Conference Moderator, "Women Making Change: Strategies for Economic Survival" a statewide day conference promoting women's economic literacy and policy change. Co-sponsored by Mpls. YWCA, MN Worldwide Women, MN Women's Fund and MN Women's Consortium. 1992.

Joint Ministry Project. Addressed large assemblies and public meetings (150 - 1500 participants). Conducted meetings with state and federal legislators and public officials, and regularly spoke to neighborhood and church groups on organizing and transportation justice issues. 1992 - 1994.

Hmong Community Festival - Washington County. Created Community Exhibition of 35 vendors to promote higher education and employment opportunities. 1997. **Published Communications** Numerous agency newsletters and articles geared to multiple audiences. Pioneer Press, Saint Paul, MN - Editorials Asian Pages, Asian American Press, Hmong American Partnership Newsletter Lyndale UCC Newsletter, TRUST Newsletter, South Minneapolis newsletter Women at Carleton - published quarterly campus newsletter featuring women's issues focus. Breaking Ground - Co-editor, feminist journal at Carleton College Theology of Church Based Community Organizing - article in anthology produced by Gamaliel Foundation **Additional Training** Family Support America National Conference - 2002, Chicago, IL. People's Institute for Survival and Beyond. Participant in two, three-day workshops focused on anti-racism organizing.

Center for Third World Organizing - Advanced organizing workshop. National People's Action Conference. Participant leader at workshop/conference. Chicago, IL.

Weeklong Leadership and Advanced Community Leadership training offered by the Gamaliel Foundation, An Organizing Institute, Techy, IL.

NTOSAKE, Women's Leadership Development. A Midwest network of women engaged in community leadership and church based organizing. Chicago, IL.

Community Advisor, Hmong ELL Advisory Council, St. Paul Public Schools Board of Directors, Secretary - Joint Ministry Project

Vice Moderator, Leadership Council - Lyndale United Church of Christ, Minneapolis. Steering Committee, MN Worldwide Women.

International Development Volunteer Workcamps - 1985 Children's Center - County Down, Northern Ireland 3rd World Development Education - Minstead Lodge, New Forest, UK

Mikael Carlson

2017 Laurel Avenue

Saint Paul, MN 55104

(651) 699-1238 • mikaelwcarlson@gmail.com

EXPERIENCE

2011-Present East Side Prosperity Campaign, Saint Paul, MN

Program Director

Hired on to be the first ever staff member for the ESPC. I have since coordinated and implemented all programming for the ESPC which is creating a culture of collaboration between organizations, institutions and residents on the East Side of St. Paul.

- Lead and run all of the day to day operations and programming, including coordinating the activities of the four community vision area groups.
- Raise, budget and oversee all grant funds and expenditures.
- Coordinate a seven-organization coalition (Engage East Side) doing community engagement to underserved residents around transit development.
- Connect organizations to one another's work, while at the same time fostering the practice of collective impact.
- Plan meetings, trainings and other capacity building efforts.
- Lead communications efforts including web and social media.

2010-Present Non-Profit Consultant, Saint Paul, MN

Work with non-profit organizations to gain greater program and governance focus, resulting in more effective and efficient organizations.

- Led organizations through strategic planning process.
- Develop workplans for strategic outcome areas.
- Create evaluation plans.
- Lead organizations through program review/evaluation and mid-course program changes.
- Help non-profit boards to understand their roles, resources and mission in a more focused manner.
- Board training and development.

2009-2010 Minnesotans for Matt Entenza, Saint Paul, MN

Constituent Outreach Staff-Latino and Community Leaders, 2009-Present

Originally brought on to do general field work, I took on further responsibility doing community outreach--including leading the Latino outreach, outreach to organizational and community leaders, and policy development.

- Created and coordinated implementation of the Latino Outreach Plan for the campaign. The largest Latino outreach ever in a state-wide political race.
- Recruited, hired and supervised Latino Outreach staff and interns (8-10 total).
- Created the Spanish language media plan, including drafting messaging, negotiating buys, developing ad schedule, and ad production.
- Meet with community and organizational leaders to discuss issues and opportunities in their respective fields of expertise and communities. Produce policy briefs for the candidate and set up meetings between the candidate and people of interest.
- Perform outreach to past delegates and district and county DFL executive committee members.

- Staff the candidate at events and meetings.

2003-2008 Northwest Area Foundation, Saint Paul, MN

Program Associate, 2005-2008

Promoted to this position to assist in leading a partnership project team in monitoring and evaluating the progress of our community partners in implementing their poverty reduction plans.

- Aided partners in plan implementation; measured partnership impact and progress toward outcomes and internal program impact.
- Led strategic planning and review of community work and evaluation plans.
- Performed research on community change efforts, economic and asset development, housing, workforce development and other areas of interest for program improvement.
- Provided consulting support (tool creation, reporting, strategic planning) to partners implementing 10-year poverty reduction plans.

Community Activities Support, 2004-2005

Promoted to this position to support two partnership project teams in communications, logistics, database maintenance, filing, tool creation for partnership monitoring, and strategic planning assistance.

- Coordinated site visits and program travel (including booking air, car rental, and lodging), set up meetings, prepared itineraries (with maps/directions) and assembled materials.
- Provided general administrative support to program teams, including drafting letters and documents, preparing mailings, creating tools, taking notes and planning meetings.
- Maintained partnership files, entered and updated database files, and ran reports.

Receptionist/Administrative Support, 2003-2004

Hired to serve as receptionist; supported office manager and CEO's executive assistant.

- Served in front desk role; acted as primary point-of-contact for the organization.
- Performed administrative assistance, including scheduling meetings, taking notes, arranging travel for CEO, and other special projects.
- Completed bi-weekly accounts-payable check runs (over 100 accounts).

2000-2001 Student Services Rep./Registrar, Embassy Center for English Studies, NY, NY

Hired to serve as point-of-contact for school's students and to assist them in attendance of school and life in New York City.

- Registered, enrolled and processed payments from all new and continuing students (700 students).
- Supervised the Evening/Saturday program for local immigrant population.

1999-2000 General Assistant, Brazilian-American Chamber of Commerce, NY, NY

Initially brought on to assist the events director in planning of an international economic conference. Based on my performance, I was kept on to support additional projects.

- Assisted the events director in organizing the 1999 and 2000 Brazil Economic Conference.
- Assisted the publications director in producing monthly and annual publications.
- Performed administrative and office duties using Portuguese a majority of the time.

OTHER WORK AND VOLUNTEER EXPERIENCE

- Member of the Macalester/Groveland Community Council board of directors.
- Member of the District Council Collaborative, working on the Central Corridor Project.
- Assistant football coach at Saint Paul Highland Park High School.

SKILLS

Policy research and development, near fluency in Spanish and Portuguese, interpersonal communication,

strategic planning, problem-solving, project planning and organization, research, budget development and review, contract/agreement development and monitoring, writing, conference planning.

COMPUTER SKILLS

All MS Office Programs, MindJet Mind Manager, Gifts database, Access database.

EDUCATION

1992-1996 **Bachelor of Arts, Macalester College, Saint Paul, MN**
Major in International Studies, concentrations in Spanish, Portuguese, History, and Political Science.

Timothy M. Herman
1058 East Sixth Street ~ St. Paul, MN 55106
Home Phone: 612-205-5693 ~ E-Mail: tcbusinesspartners@gmail.com

SUMMARY

- Experienced Business Development Director with proven leadership and organizational skills.
- Ability to develop focused planning and to cost-effectively generate results.
- Effectively relate and engage in authentic relationships cross-culturally.
- Skilled at developing strategic alliances and professional partnerships.
- Resourceful with a vast network of professional business and personal connections.
- Passionate about all phases of community and economic development.

SELECTED CAREER ACHIEVEMENTS

- Increased ESABA's annual revenue by over 350% in 12 months.
- Increased organization membership from 35 to 106 in 12 months.
- Strategically engaging minority owned businesses in effort to ensure ESABA is relevant for all businesses on the East Side.
- Developed and implemented key strategies to introduce the organization's first \$100,000 budget in 23 year history.
- Key collaborative role in helping revitalize the East Side Business Community in all 4 Community Council districts.
- Secured monthly accounting clients while contracting with 4 separate CPA firms over 10 years.

SKILL SET

- Ability to manage multiple projects, strategies, and events while ensuring success of each.
- Develop and implement effective marketing, advertising, and promotional campaigns.
- Demonstrated leadership for 100+ member business organization with hundreds of moving parts demonstrating the ability to create excitement through big vision and strategic implementation.
- Broad experience in relationship building and sales/marketing leadership and management.
- Deliver customized sales training and lead generation seminars.
- Generate new clients from trade shows, events, and sponsorships.
- Able to quickly build trust and identify client needs.
- Proven track record in Community Development, B2B, B2C and professional services markets.
- Ability to develop, organize, promote, and deliver successful business workshops, seminars, and networking events.

WORK HISTORY

President

October 2007 -- present

Small Business Connections, LLC

Contract marketing, business, community, and economic development professional.

- Executive Director of ESABA (East Side Area Business Association)
- Develop and implement marketing and sales strategies and for several Twin Cities-based CPA firms.
- Organized over 200 workshops and networking events to help businesses succeed.
- Cost-effectively generated prospects through online social networks including Meetup.com, Facebook, and LinkedIn.
- Established a reputation as an expert on effective networking and follow up.

Timothy M. Herman work history, cont.

- Developed training and education on strategic partnerships, networking techniques and effective marketing strategies to members of the St. Paul Convention and Visitors Authority and other organizations.
- Helped launch East Metro MainStreetChamber as Vice President and Sponsorship Director
- Advised hundreds of business owners on starting or growing their business.

Marketing Manager/Director

September 2004 -- March 2008

Haworth & Company CPAs and Advisors

Sales and marketing of accounting, payroll, and marketing plan services.

- Managed internal/external sales department and staff.
- Helped launch new marketing division.
- Averaged 35-plus new clients annually over three years.
- Secured an average of \$154,000 in annual billings over three years.

Senior Sales Associate

Claire Givens Violins, Inc., Minneapolis

October 2002 -- August 2004

Sales and market development of stringed instruments and accessories.

- Increased sales to national and international markets by 50%.
- Specialized in sales of rare and exceptional instruments (\$20,000+ in price).
- Sold more than \$25,000 in student instruments via school presentations.
- Connected students, teachers, professionals, soloists, and collectors to the benefits of fine instruments.

Sales Manager

Carl Becker & Son, Minneapolis

January 1999 -- August 2002

Sales and market development of stringed instruments and accessories.

- Increased overall customer base by 30%
- Conducted sales and numerous private showings to international concert professionals including Yo Yo Ma.
- Increased overall sales 130% over three years.
- Connected students, teachers, professionals, soloists and collectors to benefits of fine instruments.

COMMUNITY INVOLVEMENT

- Executive Director ESABA
- Vice President and Sponsorship Director MainStreetChamber- East Metro Chapter
- Co-founder and former vice president of the Dayton's Bluff Area Business Association.
- Board member, Margaret Area Community Block Club
- Past President and former board member, Haiti in Our Hearts.
- Beacon Bluff/3M site redevelopment committee DBABA representative.
- Beacon Bluff/3M Site design committee member.

Wilder Research Background & Experience

Wilder Research, a division of the Amherst H. Wilder Foundation in Saint Paul, is one of the nation's largest nonprofit research organizations. The mission of Wilder Research is to improve the lives of individuals, families, and communities in Minnesota through research, evaluation, and action planning.

Our work helps organizations assess the unmet needs of a population, understand key considerations for success, plan for the future, allocate funds, revise policies, and increase public awareness. We currently conduct research for more than 100 nonprofit and government organizations whose sphere of influence ranges from the neighborhood to the national level. Our current and past research clients include United Way, community action agencies, state agencies, Initiative Foundations, local public health and human services departments, public school districts, nonprofits, and other community-based organizations. Our primary services include needs assessments, surveys and focus groups, process and outcome evaluations, interviewing and large group facilitation, strategic planning, and dissemination of research findings. Information about Wilder Research, as well as many of our recent research summaries and reports can be found on our web site at: <http://www.wilderresearch.org>.

As a result of our experience conducting hundreds of large research projects, many of which involve multiple sites and multiple data sources and tight timeframes, we have strong project management skills. Our staff work closely with one another and with our clients and stakeholders to ensure that projects are completed in a timely, cost-efficient, and high-quality manner. Our organizational capacity also includes the following skills:

- **Building collaborations with clients and grantees.** Our focus strongly emphasizes collaboration as we partner with agencies to develop and implement a plan specific to their goals and mission. To achieve this, we facilitate discussions with stakeholders and build consensus from differing points of view. Our practice is to engage clients in the entire research process, from design to presentation of results and recommendations.
- **Working effectively as a team.** The diversity and interdisciplinary nature of our staff contributes to project designs that encompass multiple perspectives and encourage ongoing collaboration. Our staff routinely consult with one another to share ideas and to solve evaluation challenges. Our ability to coordinate projects across teams of staff ensures that protocols are implemented consistently and rigorously, while promoting timely and efficient completion of tasks.

- **Providing leadership.** We are comfortable serving in a leadership role where appropriate, including facilitating meetings, bringing diverse stakeholders together to design a research plan that effectively meets multiple needs, helping groups move research findings into action, and raising awareness about important issues.
- **Adhering to plans, timelines, and deadlines.** The Wilder Research staff member who will lead this project is an experienced manager who will ensure that the project stays on track. Maintaining an accurate and up-to-date project plan will ensure that all parties are on the same page about expectations. Once the plan and timeline are agreed upon, Wilder Research will ensure the plan is completed successfully by carefully monitoring progress on every task. Our experience conducting similar projects will allow us to anticipate areas that may require extra time or attention.

Organizing Apprenticeship Project (OAP)

Organizing Apprenticeship Project advances racial, cultural, social, and economic equity in Minnesota by:

- **Community organizing and racial justice leadership training** for individuals and organizations.
- **Research and policy tools** that help community leaders and organizing groups address equity issues.
- **Convening multiracial strategy groups** that collaborate to develop thoughtful approaches to equity.

In 1993, a group of community and labor organizers came together with a shared vision for building and strengthening the organizing infrastructure in Minnesota. To build this infrastructure, the founders formed OAP and worked to increase the number of skilled and diverse organizers and build deeper relationships and capacity among organizing groups. Underlying all of OAP's work has been a commitment to providing organizers with the skills and tools to be more effective agents for social change in their communities.

To fulfill this mission, OAP created a six-month apprenticeship program for emerging organizers. The apprenticeship focuses on core organizing principles, but within a context of multicultural multiracial Minnesota communities working for equity. This dynamic training experience is a transformative one for the apprentices, but also for OAP as it continually engages in different communities with varying experiences. OAP's apprenticeship program has been a model for other statewide and regional training programs across the country, and OAP graduates have become leaders in state, regional, and national organizing campaigns and organizations.

In 2006, the Organizing Apprenticeship Project expanded its mission to deepen the commitment to racial justice. Through research and policy analysis that thoroughly examines the structural causes and solutions to racial inequity, OAP gives organizers and community organizations real tools for advancing a racial justice agenda. Resources include an annual Legislative Report Card on Racial Equity, a series of Racial Equity Policy Briefs, and budget tools.

Informing all of OAP's work are the networks and relationships that grow out of regular meetings of organizers and community groups. OAP provides the creative space for groups to draw on their own experiences to create a shared vision for strong and equitable communities. These sessions allow participants to articulate issues and strategies, which, in turn, inform OAP's research and policy papers, and build a stronger bridge between research and community organizing.

Engage East Side

Engage East Side, a coalition of East Side organizations doing culturally-specific transit engagement, has been working on transit planning for the last two years on the East Side of St. Paul. In that time we have been successful linking the grassroots residents and business owners, to the planning agencies, to elected officials. In our first meeting nearly two years ago we brought together the Gateway staff, the City of St. Paul, Ramsey County, and Metro Transit to discuss all of the varied transit planning for the East Side. It was the first time that all of those agencies sat in the same room together and discussed all of the transit planning that was happening (St. Paul streetcar study, MTA Rapid Bus, Gateway Corridor, general MTA bus service). From that point on, Engage East Side has continued to gather all of these voices and has kept them connected to each other's work. We were thanked numerous times by these agencies for being able to bring all of the planners together. For us it was of utmost importance to know all of the different transit plans so that when we engaged residents and elected officials, of which we do ongoing, we were able to have a comprehensive understanding of what transit planning is being done.

As we have been doing community engagement around Gateway Corridor, Engage East Side has been closely linked to the project from the alternatives analysis to the scoping phase and are planning on being closely connected to the project as the DEIS phase begins later this year. Because of this close connection to the Gateway project, we have built an in-depth understanding of the planning and preliminary engineering of that project and are prepared to continue to connect comprehensively to any new transit projects on the East Side. We feel that through these connections and relationships that we have built through the past two years that we are uniquely positioned as an on-the-ground coalition to connect residents to the often complicated work of transit planners, in a way that is easy to understand, and therefore easier to illicit resident input.

East Side Area Business Association (ESABA)

"Promoting the Business, Industrial, Social and Civic Welfare of Saint Paul's East Side"

Vision: To provide a unified voice advocating for the region's economic stability and for the exciting potential of new business start-ups, expansion and employment opportunities.

Mission: The mission of ESABA is to stabilize and enhance the East Side business community and the neighborhoods in which we work.

Advocacy: We will work to be the voice of development on the East Side. • We will attend community meetings. We will collaborate with partner organizations for a unified voice.

Collaboration and Partnerships: We will work to build a closer relationship with other community organizations on the East Side, including those representing business, ethnic, and residential communities.

Public Relations: We will drive efforts to increase the visibility of the East Side and its unique community issues, with the media, local government, and the community at large.

Membership Growth: We will continue to expand our membership proposition to provide relevant information to our members.

Addendum 2
FEDERAL CLAUSES

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COOPERATIVE AGREEMENT PROVISIONS

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I. GENERAL

Overview of Award Implementation

This cooperative agreement/grant (also referred to as *Agreement*) is between the Grantee (*Recipient*) identified in Block 7 of the form HUD-1044, and the U.S. Department of Housing and Urban Development. The award agreement consists of the form HUD-1044, any special conditions, and these Cooperative Agreement Terms and Conditions.

In signing this *Agreement*, the Grantee agrees to comply with all the requirements and conditions contained herein.

The provisions of the Notice of Funding Availability (NOFA) are hereby incorporated into this *Agreement*.

The Grantee's rights under this *Agreement* may not be assigned without the prior written approval of HUD.

The Grantee shall complete and submit a revised management and work plan with Logic Model, Deliverables/Outcomes and Budget within 60 calendar days after the effective date of the grant. These revisions shall update the general/basic plan submitted with the proposal and include any changes to the proposed work plan, budget, performance measures and deliverables, negotiated between HUD and the grantee. These revisions should be developed according to the instructions provided by the HUD Government Technical Representative identified on the form HUD-1044. Should you not address these specific issues, your grant may be terminated on the basis of failure to conclude negotiations or to provide HUD with requested information, in accordance with the General Section of the NOFA for which you applied.

Purpose

The purpose of this *Agreement* is as stated in the "Purpose of the Program" section of the NOFA.

Definitions

"Cooperative Agreement" means an agreement in which the Federal Government provides funding authorized by public statute where the government plays a substantial role in assisting the funding recipient.

"Equipment" means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

"Grant/Cooperative Officer" (Grant Officer) means the HUD individual who is responsible for processing and executing grant award, change in key personnel, change of scope, budget transfers, change of period of performance, and other administrative changes that would require a modification to the agreement. This term also refers to designated HUD Officials authorized to execute and/or administer this grant.

"Government Technical Representative (GTR)" means the HUD individual who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.

"Government Technical Monitor (GTM)" means the individual responsible for assisting a Government Technical Representative (GTR) in the latter's performance of his/her duties. The GTM is also the responsible individual that will comply with the Office of Sustainable Housing and Communities devolution of authority under our Continuity of Operations Plan (COOP). Should the National Capital Region become non-operational due to emergency conditions, the approval of vouchers and the authority to pay vouchers will transfer to the GTM until such time as the designation is lifted. The Government Technical Representative (GTR) will continue to be the point of contact for day-to-day management issues and responsibilities described above. In a state of emergency, HUD reserves the right to designate a GTR for COOP purposes.

"Grantee" as used herein refers to the recipient of this cooperative agreement.

"NOFA" means the Notice of Funding Availability, which announced the availability of funding for this grant.

"OSHC" means the HUD Office of Sustainable Housing and Communities, or its successor Office, if any.

"Publication" includes: (a) any document containing information for public consumption; or (b) the act of, or any act which may result in, disclosing information to the public.

"Recipient" means any entity other than an individual that received grant funds in the form of a grant, cooperative agreement or loan directly from the Federal government.

"Subaward" means:

1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that:
 - a. The recipient awards to an eligible sub-recipient; or
 - b. The sub-recipient at one tier awards to a sub-recipient at the next lower tier.
2. The term does not include the recipient's procurement of property and services needed to carry out the project or program (see, generally, §_210 of the

attachment to OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations").

3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a sub-recipient considers a contract.

"Sub-recipient" means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary to such a program. The sub-recipient may also be a recipient of other Federal awards directly from the Federal awarding agency. Guidance on distinguishing between a sub-recipient and a vendor is provided in §____.210 of OMB Circular A-133 (2 CFR Part 180).

"Total Instrument Amount" is the amount under line item 14 of the HUD Form-1044 (Total Instrument Amount).

"Work Plan" refers to the Grantee's plan for addressing a specific service delivery need, and consists of designated work activities including tasks and subtasks as required by the program office; a timeline for completing the work; performance measures; outputs and outcomes identified to achieve the performance measures/goals; budget; and resources designated to complete the work.

II. PROGRAM REQUIREMENTS

Allowable Costs

This is a cost reimbursement award; the Grantee shall be reimbursed for certain costs, as described below, incurred in the performance of work in an amount not to exceed the obligated amount shown in block 15 on the Assistance Award Form (form HUD-1044). In the event the Grantee incurs costs in excess of the prescribed amount, the excess shall be borne entirely by the Grantee.

HUD shall reimburse the Grantee for costs incurred in the performance of this award which are determined by the GTR and the Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as follows:

Cost Principles for State, Local, and Indian Tribal Governments	OMB Circular A-87	Relocated to 2 CFR, Part 225; http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html
Cost Principles for Non-profit Organizations	OMB Circular A-122	Relocated to 2 CFR, Part 230; http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf
Cost Principles for Educational Institutions	OMB Circular A-21	Relocated to 2 CFR, Part 220; http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations	OMB Circular A-110	Relocated to 2 CFR Part 215; http://www.whitehouse.gov/omb/fedreg/2005/083105_a110.pdf
Audits of States, Local Governments, and Non-Profit Organizations	OMB Circular A-133	Relocated to 2 CFR Part 180; http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf
Cost Principles for Commercial/For-profits	Federal Acquisition Regulations at 48 CFR Part 31.2	http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200948

Direct Costs are the allocable portion of allowable costs incurred directly for the purposes of the grant. Detailed explanations of direct costs are provided in applicable OMB Circulars (A-21 (2 CFR Part 220), Cost Principles for Educational Institutions, A-87 (2 CFR Part 225), Cost Principles for State, Local, and Indian Tribal Governments, or A-122 (2 CFR Part 230), Cost Principles for Nonprofit Organizations, as applicable) that can be accessed at the White House website, www.whitehouse.gov/omb/circulars_default

Administrative Requirements

For non-profits, awards will be governed by:

- 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
<http://ecfr.poaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a0f201e9fd6fec5af8e07d6e0eedf957&rgn=div5&view=text&node=24:1.1.1.38&idno=24>
- OMB Circular A-133 (2 CFR Part 180), Audits of States, Local Governments, and Non-Profit Organizations; and
- These grant provisions.

For State and local governments, awards will be governed by:

- 24 CFR Part 85, Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a0f201e9fd6fec5af8e07d6e0eedf957&rgn=div5&view=text&node=24:1.1.1.1.39&idno=24>
- OMB Circular A-133 (2 CFR Part 180), Audits of States, Local Governments, and Non-Profit Organizations; and
- These grant provisions.

Advance Payment By Treasury Check Or Electronic Funds Transfer

Advance payments by Treasury check or electronic funds transfer are hereby authorized under this grant. A Grantee that is subject to existing State program accreditation requirements may request an advance payment in writing, if applicable. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the start up activities of this agreement and as agreed to by the Grant Officer. Neither these HUD funds nor non-HUD funds may be used for conducting interventions, remediation, rehabilitation, renovation or other activities that would physically alter any structure or property in any way. Refer to 24 CFR 58.34(a) for a list of exempt activities.

Amendments

This grant may be modified at any time by written amendment. Amendments, which reflect the rights and obligations of either party, shall be executed by both HUD (the Grant Officer) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer.

Amount of Cost Share (Estimated Cost And Payment – Leveraging) (See Block 14 of form HUD-1044)

The estimated cost for the performance of this grant is the **“Total Instrument Amount”**.

The Grantee shall be reimbursed by HUD for costs incurred in the performance of this grant. HUD shall not be obligated to reimburse the Grantee in excess of the **“Total HUD Amount”**. HUD reserves the right to withhold five-percent (5%) of the Federal grant amount pending the receipt and approval of a final progress report. See clause entitled “Final Report” for more information. The proposed contribution to supplement HUD funds is the **“Recipient Amount.”** The Grantee agrees to bear without reimbursement by HUD the **“Recipient Amount”** of the total costs. The Grantee is not obligated to contribute more than the **“Recipient Amount”**. However, the Grantee shall be solely responsible for any costs in excess of the estimated cost of the **“Total Instrument Amount”**.

The Grantee must satisfy all leveraging requirements in the NOFA. If the Grantee's actual leveraging contribution is less than "**Recipient Amount**" under Block 14 of the HUD 1044, the Government reserves the right to negotiate new line items and/or amounts to satisfy the Grantee's leveraged funds requirement, or to reduce the Government's share proportionally. The Grantee shall notify the Government at any time it believes it will not meet its leveraged funds requirement by the completion of the grant. If the Grantee exceeds the leveraged amount, there will be no impact on the Federal share. HUD reserves the right to withhold payments if leveraged funds are not spent.

Any funds requested by the Grantee shall be requested in accordance with the clause entitled, "Estimated Cost and Payment - Line Of Credit Control System (LOCCS)."

HUD reserves the right to withhold payment if leveraged resources are not spent.

Budget

The Grantee shall incur costs in conformance with the original or negotiated budget, presented with the proposal for this grant. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.

If the Grantee has been contacted to submit documents to support the application that were not received prior to the execution of this grant, the Grantee will not be allowed to draw down funds in excess of 10% of the federal amount, until such time that the requirements have been met. HUD reserves the right to terminate an award if the required documents are not provided within 1 month from the date the written request was made.

Standard Form 425, Federal Financial Report (24 CFR Part 84.52 and/or 85.52), detailing leveraged funds or in-kind contributions shall be submitted on a semi-annual basis. As part of the closeout process a final narrative and a final Standard Form 425 detailing the progress made in achieving the purpose of the grant and adequate documentation of the total federal funds expended in support of the activities to achieve this purpose are due to the GTR 90 days after the end of the period of performance (See clause entitled "Closeout").

The Federal Financial Report (Standard Form 425) shall be submitted on a semi-annual basis and is due 30 days after the reporting period.

Central Contractor Registration (CCR)

Recipients and their first-tier sub-recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards.

Certifications and Assurances

The certifications and assurances submitted in the Grantee's application are hereby incorporated into this agreement. They include:

- Standard Form 424 or HUD 424, Application for Federal Assistance
- Certification and Disclosure Form Regarding Lobbying (SF-LLL)
- Applicant/Recipient Disclosure Update Report (HUD-2880)
- Certification Regarding Parties Excluded From Procurements
- Certification Prohibiting Excessive Force Against Non-Violent Civil Rights Demonstrators
- Certification/Disclosure Regarding federal Debt
- Certification Regarding a Drug-Free Workplace
- Codes of Conduct and Conflict of Interest

A grantee must notify the GTR of any changes in the status or information on the above items.

Changes

In accordance with 24 CFR 85.30 or 84.25, as applicable, Grantees or sub-grantees must obtain the prior approval of the awarding agency whenever any programmatic changes are anticipated, including but not limited to the following:

- a) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- b) Budget revisions that are 10% or more of the cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed 10% of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- c) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.
- d) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.

Closeout

The Grantee shall provide the Grant Officer with closeout documentation 90 days after to the end of the performance period, consisting of the following five elements:

- Narrative Final Report summarizing activities conducted under the award, including significant outcomes resulting from the activities and problems encountered during the performance period;
- Federal Financial Report (SF-425) of the total Federal Funds expended;

- Completed Property Statement;
- Completed Inventions, Patents, and Copyright Statement; and
- Completed Closeout Certification.
- Final Logic Model Report.

HUD will notify the Grantee in writing when the grant is closed. The Grantee has three areas of continuing responsibility after closeout of the grant:

- Records and materials must be kept in a safe place and be accessible to auditors and other government officials for three years after the grantee and all subgrantees/subcontractors make final payments and all other pending matters are closed. (If the grant is covered by 24 CFR Part 84, see related record retention requirements in 24 CFR 84.85(c)(2).) This requirement also extends to all subcontracts the Grantee has executed.
- Accountability for property continues as long as the Grantee holds the property, or for the period of time established by the agreement. Disposal of property must be in accordance with the rules established in the Property Management Standards referred to in the award. Program income, including royalties, must be used to support eligible activities.
- Notification to the Grant Officer if, at any time during the three-year period after project completion, the Grantee organization is discontinued or changes location. The Grant Officer should be notified immediately of the new address or the address of the party retaining all records.

Collection Of Data

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501— 3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, a time element is involved here, which may considerably lengthen the time required for completion of the project proposed. Careful consideration should be given to any proposal, which requires the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

- a) The Grantee is conducting the collection of information at the specific request of HUD; or
- b) The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the "sponsor" of the information collection.

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Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) (Transparency Act)

Applicants receiving an award from HUD should be aware of the requirements of the Transparency Act. The Transparency Act requires the establishment of a central website that makes information available to the public regarding entities receiving federal financial assistance, by not later than January 1, 2008. In fulfillment of the requirements of the Act, OMB launched <http://www.USAspending.gov> in December 2007. The website makes information available to the public on the direct awards made by the federal government. The Transparency Act also requires, beginning not later than January 2009, that data on subawards be made available on the same website.

In anticipation of the implementation of this requirement, HUD is placing awardees of its FY2010 competitive funding on notice of these requirements and that, once implemented, grantees will be required to report their subaward data to HUD or a central federal database. The only exceptions to this requirement under the Transparency Act are:

- 1) Federal transactions below \$25,000;
- 2) Credit card transactions prior to October 1, 2008;
- 3) Awards to entities that demonstrate to the Director of OMB that the gross income of such entity from all sources did not exceed \$300,000 in the previous tax year of such entity; and
- 4) Awards to individuals. Guidance for receiving an exception under item (3) above has not been finalized by OMB.

HUD is responsible for placing award information for direct grantees on the government website. The reporting of subaward data is the responsibility of the grantee. Grantees should be aware that the law requires the information provided on the federal website to include the following elements related to all subaward transactions, except as noted above:

- 1) The name of the entity receiving the award;
- 2) The amount of the award;
- 3) Information on the award, including the transaction type, funding agency, the North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- 4) The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country;
- 5) A unique identifier of the entity receiving the award and of the parent entity of the recipient (the DUNS number), should the entity be owned by another entity; and
- 6) Any other relevant information specified by OMB.

HUD expects OMB to issue further guidance on subaward reporting. Based on preliminary input from the various federal agencies, applicants should be aware that consideration is being given to requiring the disclosure of additional data elements to help track

the flow of funding from the original federal award. Such data elements under consideration include the tier at which the subaward was made, the federal award number issued to the direct awardee, the dollar amount of the federal award emanating from the direct award going to the subawardee, as well as the total subaward amount, which could include funds from other sources, and registration in the CCR. Additional information regarding these requirements when determined will be provided when available. Subawardees and direct awardees should always use an Employer Identification Number (EIN) when registering with CCR, not a Social Security Number, to ensure personal information and data is protected. To obtain an EIN, go to <http://search.irs.gov/web/query.html?col=allirs&charset=utf-8&qp=&q=-Wct%3A%22Internal+Revenue+Manual%22&qc=&qm=0&rf=0&oq=&qt=form+SS4>.

To obtain form SS-4, Application for Employer Identification Number, and if you need assistance in completing the SS-4, you can contact the IRS helpline at 800-829-4933. The helpline is open from 7a.m. to 10 p.m. your local time (Alaska and Hawaii follow Pacific Time), Monday to Friday, except federal holidays.

Conduct of Work

During the effective period of this grant, the GTR and/or the GTM identified in Block 9 of the HUD-1044 shall be responsible for monitoring the technical effort of the Grantee, unless the Grantee is notified in writing by the Grant Officer of a replacement.

Only the Grant Officer has the authority to authorize deviations from this grant, including deviations from the Work Plan. In the event the Grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of, and any costs related thereto shall be borne by, the Grantee.

Confidentiality

The service provider (e.g., the Grantee and any subgrantees, subcontractors or vendors) must maintain confidential files on individual program beneficiaries served. Recipient staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and HUD staff. Recipient staff must only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to recipient staff and management staff. The recipient must determine if the individual beneficiary's confidential information will significantly affect the safety and security of that individual or the recipient organization itself.

Consortia Agreement

This provision pertains to agreements awarded to a consortium or consortia. The designated Lead Agency is the official funding recipient. As such, the Lead Agency performs functions including the following:

- Maintaining the LOCCS account,
- Drawing down and dispersing grant funds,
- Paying related administrative expenses,
- Monitoring the work of the consortia members, and
- Submitting all required reports to the OSHC staff.

All recipients and sub-recipients in an OSHC grant program Consortium must enter into a memorandum of understanding that binds them to this award. By doing so, all entities are legally bound to comply with all the terms and conditions of the award. Should one or more parties not comply with the terms of this agreement at any time, and not be replaced by the Lead Agency, the portion of that entity's allotted award will be dropped from the award agreement. Non-lead agencies, in complying with this award agreement, are responsible for monitoring the time and work of the service providers at their site and for assuring that the Lead Agency has the proper information it needs to submit required reports to HUD and to maintain the award's LOCCS account.

Contact Information Updates

The Grantee shall inform the Grant Officer and GTR of any changes in contact information, including the organization's name, address, telephone, e-mail, and key personnel.

Copyrights

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this grant; and (b) any rights of copyright to which a Grantee or sub-grantee or a contractor purchases ownership with award funds.

Default and Disputes

The Grantee is in default if one or more of the following occurs:

1. Any use of award agreement funds for a purpose other than as authorized by this Agreement;

2. Any material noncompliance with Federal, State, or local laws or regulations as determined by HUD;
3. Any other material breach of this award agreement, or
4. Any misrepresentation in the application submissions which, if known to HUD, would have resulted in this award not being provided.
5. Failure to meet any reporting requirement.

If HUD determines preliminarily that the recipient is in default as described in items 1-5, above, HUD will give the recipient notice of this determination and the corrective or remedial action proposed by HUD. The recipient shall have an opportunity to demonstrate, within the time prescribed by HUD (not to exceed 30 days from the date of the notice), and on the basis of facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate, before HUD implements the corrective or remedial action.

Where HUD determines that corrective or remedial actions by the recipient have not been undertaken as instructed, or will not be effective to correct the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this award agreement:

1. Reduce the award in the amount affected by the default.
2. Take action against the recipient under 24 CFR Part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards.
3. Demand repayment of all award amounts.
4. Initiate litigation or other legal proceedings designed to require compliance with the statute, regulations, any terms or conditions of this award agreement, or other pertinent authorities.
5. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee.
6. Withhold further payments.
7. Take any other remedial action legally available.

During performance of the grant, disagreements may arise between the Grantee and the Grant Officer on various issues. If a dispute concerning a question of fact arises, the Grant Officer shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal the decision in writing within thirty (30) days to the Deputy Secretary of HUD, or his or her designated representative, the Director, Office of Sustainable Housing and Communities.

Failure to comply with the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions, may result in HUD taking action to limit access to program funds. Actions by HUD may include, but are not limited to: requiring that reports and financial statements be submitted to the Grant Officer/GTR for approval before drawing down any funds; removing the Grantee from the eLOCCS; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant for non-performance.

HUD may, on reasonable notice to the Grantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee. The award may be terminated in whole or in part before the end of the performance period for cause when the Grantee has failed to comply with the terms, conditions, standards, or provisions of this award. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

Deliverable Products

During the performance period, the recipient is required to submit to the GTR Official Work Products. These include but are not limited to progress reports; financial reports, closeout documentation; products specified in the Work Plans, such as reports for HUD and the public on activities conducted and results achieved, Logic Model reports, etc. Failure to submit required documents on time may cause the Grant Officer to take action to suspend or terminate the award.

Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at www.hud.gov/assist/webpolicies.cfm.

Environmental Review

This Environmental Review section applies to grantees that will conduct site control or land acquisition (Category 2- Detailed Execution Plans and Programs), as described in the NOFA.

Activities that involve site control or acquisition are subject to HUD environmental review under 24 CFR Part 50. For projects involving these activities, HUD's notification of award constituted only a preliminary approval by HUD subject to the completion of an environmental review of the proposed site(s). Selection for participation and the execution of this *Agreement* do not constitute approval of the proposed site(s). Each proposal involving site control or acquisition is subject to a HUD environmental review, and the Grantee's proposal may be modified or the proposed sites rejected as a result of that review.

The Grantee shall not acquire, rehabilitate, demolish, convert, lease, repair, or construct property, nor commit or expend HUD or local funds for these program activities with respect to any eligible property, until HUD approval of the property is received. An option agreement on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is subject to a determination by HUD on the desirability of the property for the project as a result of the completion of the HUD environmental review and the cost of the option is a nominal portion of the purchase price.

The Grantee shall assist HUD in complying with 24 CFR Part 50; shall supply HUD with all available, relevant information necessary for HUD to perform an environmental review for each property, as requested by HUD; and, shall carry out mitigating measures required by HUD or select alternate eligible property if required by HUD.

Equipment

When acquiring equipment, the Grantee shall comply with the requirements set forth in 24 CFR 84.34 or 24 CFR 85.32, whichever is applicable, OMB Circular A-87 (2 CFR Part 225), and OMB Circular A-122 (2 CFR Part 230).

Estimated Cost and Payment - Line Of Credit Control System (LOCCS/eLOCCS)

The Grantee shall be reimbursed for costs incurred in the performance of work under this grant in an amount not-to-exceed "**Total HUD Amount**" in Block 14 of the HUD 1044. In the event the Grantee incurs cost in excess of this amount, the excess shall be borne entirely by the Grantee.

Incurred costs shall be reimbursed through HUD's Line of Credit Control System (LOCCS) using the eLOCCS web based system. Each day LOCCS generates a payment tape for the Department of the Treasury, which disburses the payments via the Automated Clearinghouse (ACH) Payment System and a Voucher and Schedule of Payments. All payments are certified by HUD and forwarded to Treasury for processing.

Before receiving funds from the eLOCCS, the Grantee must designate a financial institution for HUD to make direct deposit payments through the ACH system. In the event the Grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer 30 days prior to the date such change is to become effective.

To have access to LOCCS and the eLOCCS, the Grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response /eLOCCS Access Authorization Form.

The Grantee shall submit the original vouchers for work performed to the GTR identified in Block 9 of the form HUD-1044. The voucher shall be supported by a detailed breakdown of the cost(s) claimed (Grantees are to use the Part 3 Financial Reporting Attachment included in Policy Guidance 2001-03). In order to assure proper payment, it is important that the voucher is in accordance with the payment amount requested through the eLOCCS. Payment requires the Grantee to go to eLOCCS and provide the Security ID number and requested information. Detailed instructions for using the LOCCS-eLOCCS were provided in HUD's Transmittal Letter for your award.

Funds advanced to the Grantee shall be maintained in an interest bearing account. Any interest earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD.

All check remittances should be sent to the new Miscellaneous Lockbox as follows:

Bank of America
DHUD P.O. Box 277303
Atlanta, GA 30384-7303

If the Grantee is a State, local government or Indian Tribe, the Grantee may retain up to \$100.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 85.21).

If the Grantee is a University, non-profit or for profit organization, the Grantee may retain up to \$250.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 84.22).

State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA), as it pertains to interest.

Other funds due to HUD after the end date of the grant or close-out, as a result of internal audit or other reasons, will be returned to the GTR identified in Block 9 of the form HUD-1044 of this grant.

Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any required progress report in a timely manner, the authorization for advance payments may be revoked. The Grantee may then be required to finance the project with its own working capital and payment to the Grantee may be made by Treasury check to reimburse it for actual cash disbursements that are approved by the GTR.

Fair Housing and Civil Rights Laws

- a) The Grantee represents, warrants, and certifies to HUD that it shall comply with all applicable Federal statutes, regulations, and requirements relating to non-discrimination and equal opportunity identified in HUD's regulations at 24 CFR § 5.105(a), and assure such compliance of any of its sub-grantees under this Agreement, including the following:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-4) and implementing regulations at 24 CFR part 1, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;

2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681:1683, 1685:1688) and implementing regulations at 24 CFR part 3, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance;
 3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development;
 4. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) and implementing regulations at 28 CFR part 35;
 5. The Fair Housing Act (42 U.S.C. §§ 3601-19) and implementing regulations at 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act;
 6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063; and
 7. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) and implementing regulations at 24 CFR part 146, Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
- b) The Grantee represents, warrants, and certifies to HUD that it shall administer its grant in a manner that affirmatively furthers fair housing and that, at a minimum, it shall carry out all actions to affirmatively further fair housing as proposed in its application for financial assistance under the Sustainable Communities Regional Planning Grant Program.
- c) The Grantee represents, warrants, and certifies to HUD that it shall ensure that employment, contracting, and other economic opportunities generated by the Sustainable Communities Regional Planning Grant Program shall, to the greatest extent feasible, be directed to low- and very low-income persons pursuant to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135.
- d) Grantees are required to cooperate and assist HUD in its nondiscrimination and equal opportunity compliance activities and are required to maintain and submit racial, ethnic, disability, and other demographic data pursuant to HUD's nondiscrimination and equal opportunity regulations including those at 24 CFR §§ 1.6, 8.55, 107.30, and 121.2.

Flow Down Provisions

If the Grantee contracts or subawards funds under this agreement with a person or entity to perform work under this award, the Grantee shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by HUD and the Office of Management and Budget (OMB)

The Terms and Conditions of this agreement flow down to all tiers of subgrantees. All subgrantees are required to obtain a DUNS numbers (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than 120 days after execution of this agreement.

HUD's Right to Audit and Disallow and Recover Funds

The government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this agreement based upon HUD review, the final audit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency has already conducted one.

HUD's Substantial Involvement

Because this is a Cooperative Agreement, HUD intends to have substantial involvement in the review, development, and approval of all aspects of the work to be carried out under this cooperative agreement. The substantial involvement will be focused through the GTR and GTM. Anticipated substantial involvement by HUD staff may include, but will not be limited to:

- Review and possibly suggest amendments to the study design, including:
 - study objectives
 - field sampling plan
 - sample handling and preparation
 - sample and data analysis
 - quality assurance
- Review and provide scientific and technical recommendations in response to semi-annual progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide scientific and technical recommendations on the final study report, including final interpretation of study results.

Incurrence of Costs

The Grantee is allowed to incur costs for activities beginning the date in Box #5 on the HUD-1044. Any costs incurred before the date are not allowable unless specifically authorized in writing by the Grant Officer or GTR.

Indirect Costs

If the Grantee has received a provisional rate, pending establishment of a final rate, reimbursement will be made on the basis of the provisional rate. By accepting this agreement, the Grantee agrees to bill at the provisional indirect cost rate until an approved indirect rate agreement becomes effective. Adjustments will be made from the provisional rate to the final rate. However, such adjustments must be within the total amount of the award as stated in Block #15 of the HUD-1044.

Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR. The GTR may receive recommendations from assigned GTMs.

Inspector General Referrals

The Grantee or any subgrantee, subcontractor or other sub-recipient awarded funds shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Limitation on Consultant Payments

Per the requirements of the NOFA, federal funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant, whether retained by the federal Government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate. See the Office of Personnel Management Website, www.opm.gov, and its Salaries and Wages link for the current base rate, which may be lower than the local rate.

Limitation on Payments to Influence Certain Federal Transactions

Section 1352 of Title 31 of the U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

Lobbying Activities Prohibition

The Grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

Management and Work Plan (with Logic Model Standards)

The management and work plan, deliverables and budget revisions shall comply with the requirements established by the NOFA. The Grantee shall complete and submit a detailed management and work plan (with Logic Model) within 60 days after the effective date of the grant; this plan is subject to review and approval by HUD. The revisions to the general plan submitted in the proposal shall include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions and Logic Model standards that will be provided by the GTR.

The management and work plan consists of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. A Logic Model (milestones) has been developed to assist the Grantee plan and implement its program in a timely and cost-effective manner. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary).

Monitoring

The responsible Departmental official, GTR, or designee may review and monitor the practices of the Grantee to determine whether it is in compliance with this Agreement or other requirements that arise as a result of the Grant Award. The GTR will also provide performance monitoring by tracking Grantee's progress in meeting the goals and objectives of the program.

Order of Precedence

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- a) Cooperative Agreement
- b) NOFA
- c) Management and Work Plan.
- d) Uniform Administrative Requirements.
- e) Grantee's Proposal (if incorporated)

Patent Rights (Small Business Firms And Nonprofit Organizations)

Patent rights are as specified in 37 CFR Part 401, entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grant Officer
Office of Sustainable Housing and Communities
U.S. Department of Housing and Urban Development
451 Seventh Street SW, Room 10180
Washington, DC 20410-3000

Period of Performance and Extensions and Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

a) The Grantee shall provide all services stipulated in this cooperative agreement for the period of months specified in the form HUD 1044, "Assistance Award/Amendment," or its Continuation Sheet, from the effective date stipulated in Block #5 of the HUD 1044. Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated within the period of performance. The preparation of the final administrative and financial reports is to be completed 30 days prior to the end of the period of performance.

b) The Grantee shall not incur costs or obligate federal funds for any purpose pertaining to the operation of the project or program, 30 days prior to the end of the period of performance. The only costs which are authorized during the last 30 days of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grant Officer.

The Office of Sustainable Housing and Communities has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding is at the sole discretion of that Office.

Personnel

The personnel, specified as key personnel in the original or amended HUD form 2010 (Rating Factor Form), Factor 1, Capacity of the Applicant and Relevant Organizational Experience, are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other work, the Grantee shall notify the Grant Officer and GTR reasonably in advance in writing and shall submit justification (including proposed substitutions (with the qualifications and experience of the substitute personnel)) in sufficient detail to permit evaluation of the impact on the work effort. No diversion shall be made by the Grantee without the written consent of the Grant Officer.

Profit/Fee

No increment above cost, fee, or profit may be paid to the Grantee or any subgrantee under this award.

Program Income

Any program income derived as a result of this award shall be added to funds committed under the award to further activities eligible for assistance under this agreement. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income. Program income received after the period of performance must be used to further the objectives of the applicable grant program for which this grant is awarded in accordance with 24 CFR 84.24 or 85.25, as applicable.

Prohibited Use of Funds

You may not use funds for the following ineligible activities:

- (a) Ineligible administrative activities under OMB Circular A-102 (24 CFR Part 85), Grants and Cooperative Agreements with States and Local Governments; OMB Circular A-110 (2 CFR Part 215) Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals and other Non-Profit Organizations;
- (b) Ineligible costs under OMB Circular A-87 (2 CFR Part 225), Cost Principles for State and Local and Indian Tribal Governments; and OMB Circular A-122 (2 CFR Part 230), Cost Principles for Non-Profit Organizations;
- (c) Developing plans that would assist business or industry to relocate to an area to the detriment of communities where the business or industry is currently located. This funding restriction does not apply to businesses that are displaced as a result of Category 2 projects. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) (codified at 49 CFR Part 24) cover any person who moves permanently from real property or moves personal property from real property as a result of direct acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance (See the General Section).
- (d) Substitution of Sustainable Communities funds for funding already pledged to support community development; housing; watershed, air and water quality; transportation planning; food production and distribution planning; and other planning activities eligible under the sustainable communities planning program.

Publications and News Releases

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine.

All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include Grantee and Grantee's sub-recipients.

Interim and final reports (including, if applicable, scientific manuscripts) may not be published by the Grantee or any sub-recipients participating in the work for a period of sixty days after acceptance of the deliverables by the GTR.

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the Grantee or other participants in the work shall contain the following acknowledgment and disclaimer:

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the Grantee or its staff, or any sub-grantee or other person or organization participating in the work of the award, shall, be provided to the GTR for review and comment before the planned release. Whenever possible, these should be provided to the GTR for review and comment at least two weeks before the planned release, but in no event simultaneously with the release.

The use of Social Media, such as web feeds, wikis, blogs, photo and video-sharing, podcasts, and microblogs is acceptable under OSHC grant programs. Information to be released through Social Media must be provided to the GTR for review and comment at least 2 business days before the planned release.

Reporting**a) Deliverables**

The Grantee shall include a schedule listing all significant project milestones, and dates for submission of all project deliverables including biannual project reports, interim reports where appropriate, the final report, and financial reports utilizing Standard Form 425, the Federal

Financial Report. Upon approval of the Work Plan, the Grantee should ensure all deliverables identified in the Work Plan and Logic Model schedule are delivered on time.

b) Biannual Progress Reports

A template to be used in the preparation of each biannual report will be provided by HUD after grant award. Biannual reports must reflect activities undertaken, obstacles encountered and solutions achieved, and accomplishments. Contracts, training materials and protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information are to be submitted with the biannual reports as attachments.

Grantees shall submit reports as specified in this clause. The reports submitted to HUD require the submission of a work plan with specific, time phased, and realistic goals, objectives, and Logic Model milestones established. Biannual status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives and Logic Model milestones are to be submitted.

Grantees are advised that failure to submit timely biannual progress reports will result in not having their "eLOCCS Request Voucher for Grant Payment" processed and also may result in a low performance rating, which could result in grant termination. Reports are due 30 days after the reporting period.

c) Required Reports

- Grantees are required to submit biannual reports, including Logic Model reports. Reporting requirements are specified in the Notice of Funding Availability and these Terms and Conditions. In case of conflict, the more-stringent provisions apply.
- Economic Opportunities for Low- and Very Low-Income Persons (Section 3). The HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted by January 10th, and yearly thereafter.
- Federal Financial Report (Standard Form 425)

d) Final Report

A final report shall be submitted. The final report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy, but should be of a quality and detail to provide freestanding description to any outside reader of all of the applicant's work and achievement under the grant. See clause entitled "Closeout" for the specific elements to be included with your final report. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR.

Reproduction of Reports**BRANCH PROCUREMENT OF CERTAIN KINDS OF PRINTING; "PRINTING" DEFINED**

Pub. L. 102-392, title II, Sec. 207(a), Oct. 6, 1992, 106 Stat. 1719, as amended by Pub. L. 103-283, title II, Sec. 207, July 22, 1994, 108 Stat. 1440; Pub. L. 104-201, div. A, title XI, Sec. 1112(e)(1), Sept. 23, 1996, 110 Stat. 2683, provided that:

- 1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.
- 2) Paragraph (1) does not apply to (A) individual printing orders costing not more than \$1,000, if the work is not of a continuing or repetitive nature, and, as certified by the Public Printer, if the work is included in a class of work which cannot be provided more economically through the Government Printing Office, (B) printing for the Central Intelligence Agency, the Defense Intelligence Agency, National Imagery and Mapping Agency, or the National Security Agency, or (C) printing from other sources that is specifically authorized by law.

As used in this section, the term "printing" includes the processes of composition, platemaking, presswork, duplicating, silkscreen processes, binding, microform, and the end items of such processes.

Review of Deliverables

a) Definition - For the purpose of this clause, "Deliverables" include:

- 1) All interim and final reports;
- 2) Survey instruments required by Work Plan, if applicable;
- 3) Other physical materials and products produced directly under the Work Plan of this grant, if applicable; and
- 4) In-kind and leverage commitments, if applicable.

b) General

- 1) The GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee.
- 2) The Grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR.
- 3) The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant.
- 4) The GTR's review, correction, and acceptance of deliverables shall be limited to:

- (i) corrections of omissions or errors of fact, methodology, or analysis; ii) deletion of irrelevant materials; and (iii) improvements in style readability.
- 5) In the review and acceptance of deliverables, the GTR may not require any change in the Grantee's stated views, opinions, or conclusions.
- 6) Should there be any disagreement between the Grantee and the GTR as to any correction, or the methodology or analysis on which any conclusion is based, the GTR may require the Grantee to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work, otherwise found acceptable by GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause. Such dissent(s) shall not apply to any independent publication by the Grantee of Independent Products that may arise from the work or findings of this grant.

Scope of Services

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the original/revised application under the this NOFA, as well as the subsequent Management and Work Plan and Logic Model schedule.

Single Audit Transparency Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.

- a) Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 (24 CFR Part 85) Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of funds.
- b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133 (2 CFR Part 180).
- c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of funds.
- d) Recipients agree to require their sub-recipients to include on their SEFA. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

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Special Conditions

Special Conditions to this award are listed in the form HUD-1044 Continuation Sheets.

Sub-recipient Monitoring and Management

Recipients will be responsible for the monitoring and management of all sub-recipient awards. Management and reporting requirements applied to direct recipients tier-down to employees, affiliates, sub-recipients, and subcontractors, and recipients will be responsible for ensuring compliance and submitting required reports to HUD. Recipients may incorporate all sub-recipient reporting into a consolidated report with the exception of the requirements established for compliance with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) also known as FFATA or the Transparency Act.

Whistleblower Protection

Each grantee or sub-grantee awarded funds made available shall promptly refer to the HUD Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Complaints can be made to the HUD Office of Inspector General through any of the following means:

Calling toll-free at 1-800-347-3735; persons who have hearing or speech disabilities may reach this number from the Federal Relay Service, at 1-800-877-8339.

Faxing at (202) 708-4829

E-mailing to hotline@hudoig.gov

Writing to HUD OIG Hotline (GFI), 451 7th Street, SW, Washington, DC 20410

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Resource Page

1. **Notice of Funding Availability (NOFA) for HUD's Fiscal Year 2010 Sustainable Communities Regional Planning Grant Program**

<http://www.hud.gov/offices/adm/grants/nofa10/scrpgsec.pdf>

2. **OMB Circular A-87**

http://www.hud.gov/offices/lead/library/grants/OMBCircular_A87_2004.pdf

3. **OMB Circular A-133**

<http://www.hud.gov/offices/pih/ih/codetalk/docs/a133.pdf>

4. **Work Plan Guidance**

(Attachment)

5. **Consortium Checklist**

(Attachment)

6. **Sample Grant Timeline**

(Attachment)

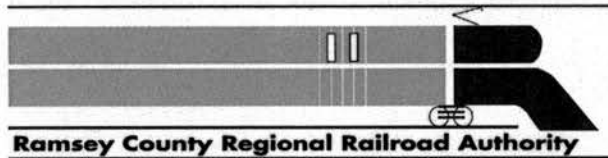
7. **HUD-OSHC Reimbursement Form**

(Attachment)

8. **Request for Reimbursement (HUD 27053)**

(Attachment)

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

REGIONAL RAILROAD AUTHORITY

June 18, 2013

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

.....
ROLL CALL and Call to Order

AGENDA of the June 18, 2013 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the June 11, 2013 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Amendment Number Three to the agreement between M. A. Mortenson Company and the Ramsey County Regional Railroad Authority for renovation of the Union Depot

Board Action Requested:

- 1) Approve Amendment Number Three to the Agreement between the M. A. Mortenson Company and Ramsey County Regional Railroad Authority for completion of the parking lot and site improvement additions, for the period of June 18, 2013 to November 15, 2013, for the estimated amount of \$6,729,773, which will be funded with \$847,683 in Federal Transit Administration funds, \$200,000 in Capitol Region Watershed District Special Grant Program dollars and with \$5,682,090 in Ramsey County Regional Railroad Authority Union Depot Capital Project Funds.
- 2) Authorize the Chair to execute Amendment Number Three.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

June 11, 2013

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

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

AGENDA

Commissioner McGuire moved approval of the Agenda of the June 11, 2013 Regional Railroad Authority Meeting, seconded by Commissioner Huffman. Roll Call: Ayes – Carter, Huffman, McGuire, Ortega, Reinhardt, Rettman, McDonough – 7. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the May 7, 2013 Regional Railroad Authority Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – Carter, Huffman, McGuire, Ortega, Reinhardt, Rettman, McDonough – 7. Nays – 0.

1. Capitol Region Watershed District Grant Agreement

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

Commissioner Rettman was pleased to note that the Ramsey County Regional Railroad Authority (RCRRA) received the entire grant amount.

Commissioner Carter added that this is important for the business community, historic value and environmental impacts. It is particularly incredible that this was recognized with the full value of this special grants program. She congratulated the RCRRA staff, the Chair and the Capitol Region Watershed District.

Roll Call: Ayes – Carter, Huffman, McGuire, Ortega, Reinhardt, Rettman, McDonough – 7. Nays – 0.
R13-20

WHEREAS, The Ramsey County Regional Railroad Authority applied for a financial grant from the Capitol Region Watershed District Special Grant program; and

WHEREAS, The Ramsey County Regional Railroad Authority was awarded a \$200,000 Special Grant for the design and implementation of storm water collection and filtration practices for the expansion and reconstruction of the unimproved section of Union Depot East parking lot; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Grant Agreement with the Capitol Region Watershed District for \$200,000 in funding under the Capitol Region Watershed District Special Grant program; and be it further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to execute the Agreement.

2. Selection of consultant team for Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation

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

Commissioner Ortega commented that this is a great opportunity to start engaging the community and hopes this will be a trend moving forward. It can take time for communities to catch up on what's happening in the corridors, and hopefully this can serve as a model as we move forward with the other corridors.

Chair McDonough strongly agreed with Commissioner Ortega's comments. He read a section from the executive summary of the request for board action, "Currently the east side is at the epicenter of transit

efforts, i.e. Gateway Corridor, Rush Line Corridor, Metro Transit's Rapid Bus plans, Saint Paul's Citywide Streetcar feasibility study and ongoing improvements to the underlying bus system. A desired outcome the Project is to build the capacity of East Side residents and businesses to chart their role in this transit planning and development activity." He agreed that this is a good model and something that we can use and build on as we move forward.

Chair McDonough invited Deanna Foster, Dayton's Bluff District 4 Community Council, to the podium.

Ms. Foster thanked the Chair and the commissioners for having her and her team here today and for the opportunity. They came together because they understood the importance of this project and the importance of dealing with the total picture of transportation with the community. She said they have a great plan to develop capacity on the East Side for dealing with this issue, as well as other issues into the future, and also to solidify our relationship with the public sector.

Chair McDonough thanked her for pulling this together as a team and for their willingness to take this on. He invited her to introduce the rest of the team.

Ms. Foster introduced her team: Lisa Tabor, CultureBrokers, Betsy Leach, District 1 Community Council, Chuck Repke, District 2 Community Council, Tim Herman, East Side Area Business Association, Mikael Carlson, East Side Prosperity Campaign (and Leslie McMurray, Payne-Phalen District 5 Planning Council, who was not in attendance).

Roll Call: Ayes – Carter, Huffman, McGuire, Ortega, Reinhardt, Rettman, McDonough – 7. Nays – 0.
R13-21

WHEREAS, The Corridors of Opportunity Program is a regional initiative funded by grants from the Sustainable Communities program of the U.S. Department of Housing and Urban Development and the Living Cities Integration Initiative; and

WHEREAS, Corridors of Opportunity uses the Housing and Urban Development grant funds to provide support for individual projects along transit ways in the Twin Cities area and the Metropolitan Council is the fiscal agent for the grant; and

WHEREAS, The Ramsey County Regional Railroad Authority is currently identified as the lead agency for three Corridors of Opportunity projects: Jobs Central\Corridors 2 Careers, Energy Demonstration Project - Central Corridor, and Gateway Corridor Project; and

WHEREAS, On June 7, 2011, the Ramsey County Regional Railroad Authority approved and executed Subrecipient Agreement SG011-031 with the Metropolitan Council for the Corridors of Opportunity Gateway Corridor Project, effective upon signature by parties through January 31, 2014, in the amount of \$150,000 in federal funds; and

WHEREAS, Several future transit investments are being studied, including the Gateway Corridor managed by Washington County Regional Railroad Authority, traverse and impact the East Side of Saint Paul in different ways; and

WHEREAS, The numerous studies/efforts have caused confusion as to the improvements that benefit the East Side constituents; and

WHEREAS, It was revealed through these studies that East Side residents sought a more holistic conversation of transit needs and future opportunities; and

WHEREAS, The Gateway Corridor Project is aimed at fostering a community conversation around the topic of transit in the East Side of Saint Paul; and

WHEREAS, The Gateway Corridor Project's desired outcome is a more informed constituency around the topic of current transit challenges and opportunities, as well as an increased capacity by east side

residents, business and decision makers to advocate for the transit improvements that most effectively benefits the East Side; and

WHEREAS, By resolution R13-13, Ramsey County Regional Railroad Authority authorized the issuance of a Request For Proposals for a qualified consultant/ team for Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation; and

WHEREAS, A Request For Proposals for Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation was issued on April 12, 2013, and proposals were received from six firms/teams; 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 the team led by Dayton's Bluff Community Council. Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of Dayton's Bluff District 4 Community Council, 798 East 7th Street Saint Paul, Minnesota 55106 for completion of Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation Study; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to approve and execute an agreement with Dayton's Bluff District 4 Community Council for completion of Corridors of Opportunity Gateway Corridor - Fostering an East Side Transit Conversation Project for the period of 6/11/2013 through 12/31/2013, in the amount of \$150,000.

CORRIDOR UPDATES

- Rush Line

Commissioner Reinhardt reported that the Rush Line Task Force is moving forward with the Rush Line Advanced Alternative Analysis, the Request for Proposals will be released soon, and a decision will be made this late summer. She said things are moving very quickly.

- Snelling Avenue Arterial Bus Rapid Transit (BRT)

Chair McDonough reported that he signed a letter of support for Snelling Avenue Arterial Bus Rapid Transit. He said the Metropolitan Council in conjunction with Mn/DOT applied for the TIGER 5 Grant. The window to apply was very short and the grant is small in comparison to the previous TIGER Grants. This would be the first Arterial BRT line that the Met Council would develop and we are hopeful that they will be awarded the grant. We have been working hard with them to make this a substantial investment so that this first Arterial BRT demonstration exemplifies not only Met Council's vision, but also the vision of the community that would get that line. He said he's also been pushing the Met Council to extend the line beyond Rosedale Mall to TCAAP so that transit is incorporated in the development process.

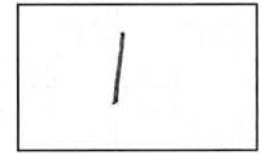
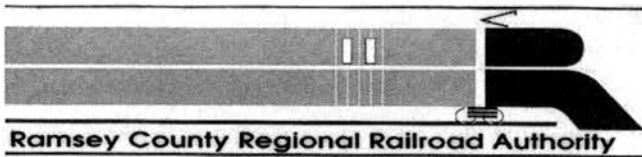
Commissioner McGuire added that Roseville is very interested in have the line extend beyond Rosedale Mall because there are several colleges along Snelling Avenue into Arden Hills.

- Union Depot

Chair McDonough wanted to share that whenever he is out in the community, there is always someone who thanks him for Union Depot and he wanted to extend the thanks to each of the commissioners. He added that 20,000 people attended the Northern Spark event that took place at Union Depot this past Saturday to Sunday. He said he doesn't want us to take for granted the work and investment we put into Union Depot.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:20 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **06/18/2013**

Regional Railroad Authority Meeting Date:

SUBJECT: Amendment Number Three to the agreement between M. A. Mortenson Company and the Ramsey County Regional Railroad Authority for renovation of the Union Depot

EXECUTIVE SUMMARY:

- Ramsey County Regional Railroad Authority (RCRRA) and M. A. Mortenson Company entered into an agreement for the renovation on the Union Depot as a multi-modal transit hub for an amount not to exceed \$148,753,916. The original agreement called for substantial completion by December 31, 2012.
- Amendment One, dated 7/24/12 modified bonding requirements, resulting in a cost savings.
- Amendment Two, dated 11/27/12 extended the substantial completion date to April 30, 2013 to incorporate repairs to unforeseen conditions in Head House basement floor slab.

The original scope of work in the contract did not include site work on the Union Depot property east of the Lafayette Bridge due to a construction easement for the bridge and staging area for MnDOT operations. The completion of the Lafayette Bridge is now scheduled for the end of 2015. RCRRA staff was recently notified by the Federal Transit Authority (FTA) and the Metropolitan Council that the FTA grant to fund the site improvements following the construction of the bridge would need to be utilized prior to September 30, 2013 or the grant would be closed.

(The Executive Summary is continued on the following page)

ACTION REQUESTED:

1. Approve Amendment Number Three to the Agreement between the M. A. Mortenson Company and Ramsey County Regional Railroad Authority for completion of the parking lot and site improvement additions, for the period of June 18, 2013 to November 15, 2013, for the estimated amount of \$6,729,773, which will be funded with \$847,683 in Federal Transit Administration funds, \$200,000 in Capitol Region Watershed District Special Grant Program dollars and with \$5,682,090 in Ramsey County Regional Railroad Authority Union Depot Capital Project Funds.
2. Authorize the Chair to execute Amendment Number Three.

1

SUBJECT: Amendment Number Three to the agreement between M. A. Mortenson Company and the Ramsey County Regional Railroad Authority for renovation of the Union Depot

(Executive Summary continued)

RCRRA staff has developed a comprehensive plan for a major portion of these site improvements that will expend these funds in accordance with the grant requirements. The site improvements include: lot lighting, surveillance cameras, site water management, irrigation, paving, parking controls, fencing, landscape, bike trail completion (on the Union Depot property), bike trail rest area, and a new intersection at Lafayette Street.

The Union Depot project is currently under the project budget of \$243M by approximately \$8M due in large part to these parking lot and site improvements being deferred until bridge completion in 2015.

In order to proceed with these parking lot and site improvements in 2013, staff requests the RCRRA Board to approve a \$6,729,773 increase to the Guaranteed Maximum Price (GMP) contract with M.A. Mortenson Company and to approve a time extension of the contract to November 15, 2013 for completion of the parking lot and site improvements. The GMP total will increase to \$155,483,689.

SUBJECT: Amendment Number Three to the agreement between M. A. Mortenson Company and the Ramsey County Regional Railroad Authority for renovation of the Union Depot

ATTACHMENTS:

Amendment Number Three to the M.A. Mortenson Company agreement for the renovation of the Union Depot

PREVIOUS ACTION:

Resolution R10-47, dated September 21, 2010, the Ramsey County Regional Railroad Authority approved the Agreement with M. A. Mortenson Company for renovation of the Union Depot

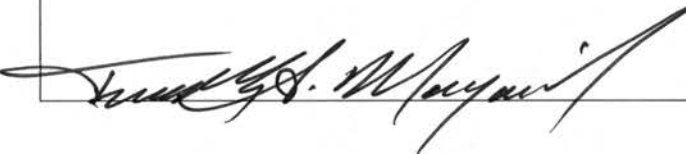
Resolution R12-28, dated July 24, 2012, the Ramsey County Regional Railroad Authority approved Amendment Number One to the Agreement to modify bonding requirements

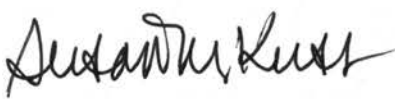
Resolution R12-41, dated November 27, 2012, the Ramsey County Regional Railroad Authority approved Amendment Number Two to the Agreement for additional renovation of the Union Depot Headhouse.

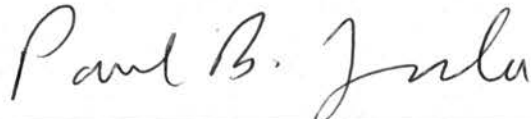
COUNTY MANAGER'S COMMENTS:

This site improvement work was originally to be included in M. A. Mortenson Company's Guaranteed Maximum Price, but was removed as a result of MnDOT's easement for the Lafayette Bridge project.

SUBJECT: Amendment Number Three to the agreement between Mortenson Construction and the Ramsey County Regional Railroad Authority for renovation of the Union Depot

Regional Railroad Authority – Authorized Signature	Date
	6/11/13

Finance – Authorized Signature	Date
	6/10/13

County Attorney – Authorized Signature	Date
	6/11/13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Amendment Number Three to the agreement between M. A. Mortenson Company and the Ramsey County Regional Railroad Authority for renovation of the Union Depot

Draft Resolution

1
2 WHEREAS, The Ramsey County Regional Railroad Authority entered into an agreement
3 with M. A. Mortenson Company for the renovation of the Union Depot; and
4

5 WHEREAS, Site work at the east end of the Union Depot property was not included in the
6 agreement with M.A. Mortenson Company and was intended to begin following completion of the
7 Lafayette Bridge in 2015; and
8

9 WHEREAS, Federal Transit Administration (FTA) funding associated with this site work will
10 expire on September 30, 2013 and the federal grant will be closed; and
11

12 WHEREAS, The Ramsey County Regional Railroad staff developed a comprehensive plan
13 for a major portion of the site improvements that will expend the FTA funds in accordance with
14 federal grant requirements; and
15

16 WHEREAS, M.A. Mortenson Company can complete this site work in a timely and cost
17 efficient manner and in accordance with federal grant requirements; Now, Therefore, Be It
18

19 RESOLVED, Ramsey County Regional Railroad Authority hereby approves Amendment
20 Number Three to the Agreement between the M. A. Mortenson Company and Ramsey County
21 Regional Railroad Authority for completion of the parking lot and site improvement additions, for
22 the period of June 18, 2013 to November 15, 2013, for the estimated amount of \$6,729,773, which
23 will be funded with \$847,683 in Federal Transit Administration funds, \$200,000 in Capitol Region
24 Watershed District Special Grant Program dollars and with \$5,682,090 in The Ramsey County
25 Regional Railroad Union Depot Capital Project Funds; and Be It Further
26

27 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
28 execute Amendment Number Three.
29

5

Attachment

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

WHEREAS, the Ramsey County Regional Railroad Authority ("Owner") and M. A. Mortenson Company, 700 Meadow Lane North, Minneapolis, MN 554322 ("Construction Manager at Risk") entered into an Agreement dated November 8, 2010 ("Agreement"), for Phase 2 services for the renovation of the transit hub at Union Depot ("Project"); and

WHEREAS, The parties wish to amend the Agreement to include additional site work on the Union Depot property east of the Lafayette Bridge ("Additional Site Work") to be completed by November 15, 2013; and

WHEREAS, The Additional Site Work increases the Guaranteed Maximum Price of the Agreement by the amount of \$6,729,773; and

WHEREAS, The Agreement included provisions regarding the date of Substantial Completion; and

WHEREAS, The parties wish to amend the Agreement to increase the Guaranteed Maximum Price of the Agreement and to amend the Agreement to clarify the provisions regarding the date of Substantial Completion for the Additional Site Work.

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

1. Exhibit A of the Agreement is amended to provide that the stated amount of the Guaranteed Maximum Price is increased from \$148,753,916 by the amount of \$6,729,773 and shall be \$155,483,689.

2. Paragraph 14.3 is amended to read as follows:

The Construction Manager at Risk shall commence providing services upon final execution of this Part 2 Agreement. The Date of the Substantial Completion for the Project excluding the sub-basement and basement parking slab restoration is December 31, 2012. The date of Substantial Completion for the sub-basement and basement parking slab is April 30, 2012. The date of the Substantial Completion for the Additional Site Work is November 15, 2013.

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

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

OWNER:

CONSTRUCTION MANAGER AT RISK:

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

M. A. MORTENSON COMPANY

Jim McDonough, Chair
Ramsey County Regional Railroad Authority

By: _____
Kenneth L. Sorensen, Vice President

Date: _____

Date: _____

Approval recommended:

Timothy A. Mayasich, Director
Ramsey County Regional Railroad Authority

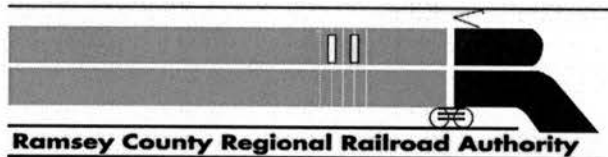
Approved as to form and insurance:

Assistant County Attorney

Purchase Order or
Aspen Vendor Contract Number:

Funds are Available
Account Number: _____

Finance Department



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

REGIONAL RAILROAD AUTHORITY

June 25, 2013

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

.....
ROLL CALL and Call to Order

AGENDA of the June 25, 2013 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the June 18, 2013 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Approval of the June 5, 2013 Revisions to the Union Depot Renovation Project Revised and Restated Term Sheet with Union Pacific Railroad

Board Action Requested:

- 1) Approve the June 5, 2013 Union Depot Revised and Restated Term Sheet between the Ramsey County Regional Railroad Authority and Union Pacific Railroad.
- 2) Authorize the Chair to execute the June 5, 2013 Union Depot Revised and Restated Term Sheet on behalf of the Ramsey County Regional Railroad Authority.

2. Award of a contract for Signalization of the Union Depot

Board Action Requested:

- 1) Authorize the Chair to negotiate, award, and execute a contract on behalf of the Ramsey County Regional Railroad Authority with the low responsive bid by responsible bidder for the completion of The Union Depot Bid Package 2G: Railroad Signalization, in a form approved by the County Attorney's Office, in an amount not to exceed \$1,500,000.
- 2) Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

3. Amendment #1 to the Preliminary Engineering Agreement with BNSF Railway

Board Action Requested:

- 1) Approve Amendment #1 to the Preliminary Engineering Agreement with BNSF Railway for the completion of track and signal design for the west leg of the Division Street Wye and the signalization of Union Depot, Saint Paul Union Depot Track, and the conversion of the Gillette Spur Track switch to electric lock to be completed by November 30, 2013, in an amount not to exceed \$165,901.
- 2) Authorize the Chair to execute the Amendment #1 on behalf of the Ramsey County Regional Railroad Authority.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

June 18, 2013

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

Chair McDonough called the meeting to order at 10:03 A.M.

AGENDA

Commissioner Carter moved approval of the Agenda of the June 18, 2013 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Huffman, McGuire, Ortega, Reinhardt, Rettman, Carter, McDonough – 7. Nays – 0.

MINUTES

Commissioner McGuire moved approval of the Minutes of the June 11, 2013 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Huffman, McGuire, Ortega, Reinhardt, Rettman, Carter, McDonough – 7. Nays – 0.

1. Amendment Number Three to the agreement between M. A. Mortenson Company and the Ramsey County Regional Railroad Authority for renovation of the Union Depot

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Huffman, McGuire, Ortega, Reinhardt, Rettman, Carter, McDonough – 7. Nays – 0.
R13-22

WHEREAS, The Ramsey County Regional Railroad Authority entered into an agreement with M. A. Mortenson Company for the renovation of the Union Depot; and

WHEREAS, Site work at the east end of the Union Depot property was not included in the agreement with M.A. Mortenson Company and was intended to begin following completion of the Lafayette Bridge in 2015; and

WHEREAS, Federal Transit Administration (FTA) funding associated with this site work will expire on September 30, 2013 and the federal grant will be closed; and

WHEREAS, The Ramsey County Regional Railroad staff developed a comprehensive plan for a major portion of the site improvements that will expend the FTA funds in accordance with federal grant requirements; and

WHEREAS, M.A. Mortenson Company can complete this site work in a timely and cost efficient manner and in accordance with federal grant requirements; Now, Therefore, Be It

RESOLVED, Ramsey County Regional Railroad Authority hereby approves Amendment Number Three to the Agreement between the M. A. Mortenson Company and Ramsey County Regional Railroad Authority for completion of the parking lot and site improvement additions, for the period of June 18, 2013 to November 15, 2013, for the estimated amount of \$6,729,773, which will be funded with \$847,683 in Federal Transit Administration funds, \$200,000 in Capitol Region Watershed District Special Grant Program dollars and with \$5,682,090 in The Ramsey County Regional Railroad Union Depot Capital Project Funds; and Be It Further

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

CORRIDOR UPDATES

- Gateway Corridor

Commissioner Reinhardt reported that on Thursday, June 13 she attended the Gateway Corridor Commission meeting in Commissioner Ortega's absence. She highlighted the public involvement process that's taking place as they move forward with the Draft Environmental Impact Statement. The goal is to figure out how to obtain the most public input into the development of this corridor. She added that the Gateway Corridor Development Forum will take place this Monday, June 24, 11:00am to 1:00pm at Oak Marsh Golf Course in Woodbury, MN.

Chair McDonough added that representatives of the Healthline Bus Rapid Transit (BRT) line in Cleveland, Ohio will be attending the meeting. Healthline is a fully-dedicated right-of-way BRT line and is the most successful, true BRT line in the country. Healthline will share their experiences in developing that line.

- Riverview Corridor

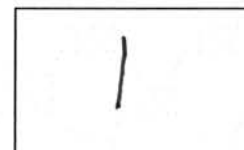
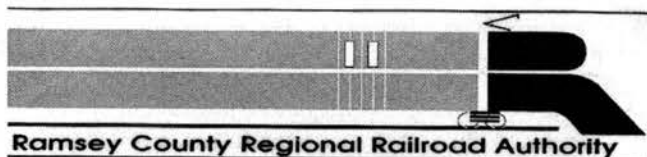
Commissioner Ortega reported that he and Tim Mayasich, Director, Ramsey County Regional Railroad Authority, have met with the Metropolitan Council and other key organizations to recruit representatives to formulate the Technical Advisory Committee and Policy Advisory Committee for the Alternatives Analysis study. By the end of July, all of the representatives should be on board and the first meeting will likely take place. He added that staff are preparing the Request for Proposals package to be released.

- East Metro

Chair McDonough reported that informal conversations have been taking place between the cities in Ramsey County to talk about transit in the East Metro. The goal is to bring awareness to the efforts in Ramsey County and these discussions have been going well. An East Metro Program of Projects is in the works.

ADJOURNMENT

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



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **06/25/2013**

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approval of the June 5, 2013 Revisions to the Union Depot Renovation Project Revised and Restated Term Sheet with Union Pacific Railroad

EXECUTIVE SUMMARY

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

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

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve the June 5, 2013 Union Depot Revised and Restated Term Sheet between the Ramsey County Regional Railroad Authority and Union Pacific Railroad.
2. Authorize the Chair to execute the June 5, 2013 Union Depot Revised and Restated Term Sheet on behalf of the Ramsey County Regional Railroad Authority.

SUBJECT: Approval of the June 5, 2013 Revisions to the Union Depot Renovation Project Revised and Restated Term Sheet with Union Pacific Railroad

(Executive Summary continued from previous page)

In March and December of 2012, RCRRA approved the term sheets with Union Pacific for the required improvements. Subsequently, work on the design for improvements to the State Street Industrial Lead (SSIL) south of Plato Boulevard has progressed and resulted in the need to make technical changes to the Revised and Restated Term Sheet with Union Pacific. The material changes are:

- Changing the SSIL Switch from a dispatched switch to a Dual Tone Multi-Frequency Switch controlled by a locomotive.
- Clarification on RCRRA maintenance responsibilities resulting from the project for the signal system and East Terminal Lead Switch.

These changes are formalized in the attached Union Depot Renovation Project Revised and Restated Term Sheet (revised and Restated Term Sheet) dated June 5, 2013. The material changes to the term sheet are on pages 7 and 8 for the SSIL Switch and page 15 for RCRRA maintenance responsibilities.

Additionally, the material changes have been highlighted in the attached track change documents. Upon approval, the June 5, 2013 Revised and Restated Term Sheet will supersede the December 11, 2012 Revised and Restated Term Sheet. Approval of the June 5, 2013 Revised and Restated Term Sheet UP is necessary for the completion of final track design, signal design, and construction.

The Revised and Restated Term Sheet does not commit the RCRRA to the expenditure of funds. It identifies additional agreements for the railroads and RCRRA to enter into to complete the project and that will have a fiscal impact on the RCRRA. These agreements are:

- Amended Engineering/Public Project Reimbursement Agreement
An Agreement between the RCRRA and each individual freight railroad. This agreement commits the RCRRA to provide funding for the final design for track work and signal design..
- Construction Agreement
An agreement between the RCRRA and each individual freight railroad for the construction of the improvements identified in the Term Sheet and designed in accordance with the Engineering or Public Project Reimbursement Agreements.
- Operating and Maintenance Agreement
An agreement 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 and between the freight railroads that govern how passenger trains will be dispatched in the Depot area.

2

**SUBJECT: Approval of the June 5, 2013 Revisions to the Union Depot Renovation Project
Revised and Restated Term Sheet with Union Pacific Railroad**

(Executive Summary continued from previous page)

In order for final track design, signal design, and construction to be completed on the identified improvements, a Revised and Restated Term Sheet must be signed by the RCRRA and Union Pacific Railroad. Following the execution of the June 5, 2013 Revised and Restated Term Sheet with Union Pacific Railroad, the RCRRA will need to amend its existing Public Project Reimbursement Agreement with Union Pacific Railroad.

*The June 5, 2013 Revised and Restated Term Sheet with Union Pacific Railroad is attached.

3

SUBJECT: Approval of the June 5, 2013 Revisions to the Union Depot Renovation Project Revised and Restated Term Sheet with Union Pacific Railroad

ATTACHMENTS:

1. Union Depot Renovation Project Revised and Restated Term Sheet between the RCRRA and Union Pacific Railroad.
2. Pages 7 and 8 from the June 5, 2013 Revised and Restated Term Sheet identifying language changes to the State Street Industrial Lead.
3. Page 15 from the June 5, 2013 Revised and Restated Term Sheet identifying language changes to the Ramsey County Regional Railroad Authority's maintenance responsibilities.

PREVIOUS ACTION:

Resolution R12-15, dated March 13, 2012, Ramsey County Regional Railroad Authority approved the Term Sheet with Union Pacific Railroad.

Resolution 12-46, dated December 18, 2012, Ramsey County Regional Railroad Authority approved the Revised and Restated Term Sheet with Canadian Pacific Railway, Union Pacific Railroad, and BNSF Railway.

COUNTY MANAGER'S COMMENTS:

Approval of the June 5, 2013 Union Depot Renovation Project Revised and Restated Term Sheets allows Union Pacific Railroad to proceed with the work required to allow the Amtrak Empire Builder service at Union Depot. The agreement is 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, procure materials, and construct the improvements.

4

**SUBJECT: Approval of the June 5, 2013 Revisions to the Union Depot Renovation Project
Revised and Restated Term Sheet with Union Pacific Railroad**

Regional Railroad Authority – Authorized Signature	Date
	6/19/13

Finance – Authorized Signature	Date
	6/19/13

County Attorney – Authorized Signature	Date
	6/19/13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

**SUBJECT: Approval of the June 5, 2013 Revisions to the Union Depot Renovation Project
Revised and Restated Term Sheet with Union Pacific Railroad**

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 ("the Union 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 Burlington Northern Santa Fe Railway (BNSF),
11 Canadian Pacific 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 Union Depot Project Revised and Restated Term Sheets, Engineering
18 Agreements and Construction Agreements have executed between the Ramsey County Regional
19 Railroad Authority and BNSF, the Ramsey County Regional Railroad Authority and CP, and the
20 Ramsey County Regional Railroad Authority and UP to formalize the necessary capacity
21 improvements and to allow for the completion of design, procurement of materials, and
22 construction of the improvements; and
23

24 WHEREAS, Since the December 18, 2012 execution the Revised and Restated Term
25 Sheet with UP, work has progressed on the design of improvements to the State Street Industrial
26 Lead (SSIL) south of Plato Boulevard resulting in the need to make technical changes to the
27 Revised and Restated Term Sheet; and
28

29 WHEREAS, These changes general clean up of text and material changes including the
30 change of the SSIL switch from a dispatched switch to a Dual Tone Multi-Frequency Switch
31 controlled by a locomotive and clarification on Ramsey County Regional Railroad Authority
32 maintenance responsibilities resulting from the project for the signal system and East Terminal
33 Lead Switch, Now, Therefore, Be It
34

35 RESOLVED, The Ramsey County Regional Railroad Authority approves the June 5, 2013
36 Union Depot Renovation Project Revised and Restated Term Sheet with the Union Pacific
37 Railroad; And Be It Further
38

39 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
40 execute the June 5, 2013 Union Depot Revised and Restated Term Sheet on behalf of the
41 Ramsey County Regional Railroad Authority.

6

**June 5, 2013 Union Depot, St. Paul, Minnesota
Renovation Project**

Revised and Restated Term Sheet

Union Pacific Railroad Company – Ramsey County Regional Rail Authority

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

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

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 the Minnesota Department of Transportation ("MnDOT") expects these modifications as well.

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

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

RCRRA and UP acknowledge that the Union Depot Railroad Approval Layout Set (Figure 4) represents preliminary engineering of the track improvements identified in Figures 1, 2 and 3 of this Term Sheet.

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

Definition of Terms

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

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

Head House – The Head House is the building located on the block bounded by 4th Street East, 5th Street East, Sibley Street North and Wacouta Street North.

Concourse – The Concourse is the building located south of the Head House, a portion of which is elevated over the area to be used for tracks, platforms and passenger pick-up and drop-off, and includes the elevated connection between the Head House and the Concourse that crosses Kellogg Boulevard.

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

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

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

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).

The Parties – For the purpose of this document, the Parties shall be UP and RCRRA.

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

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

SPUD Track – The track known as the SPUD Track is the Class I track closest to RCRRA property (see Figure 1). It is owned jointly by all three Class I railroads (UP, CP and BNSF) but is controlled and maintained by the Union Pacific Railroad. The owners have agreed to transfer dispatching responsibility for the SPUD Track from UP to BNSF.

DTMF – Dual Tone Multi Frequency

Division Street Wye – The triangle (wye) of track and switches to the east of Union Depot as shown in Figure 3. Impacts to the Division Street Wye include the following:

BNSF Main Track 2 - As shown in Figure 1 through Figure 3.

SPUD Track – As defined above and shown in Figure 1 and Figure 3.

Southwest Division Street Wye Switch (Item #4, Figures 1 and 3) – As described in section A.3 as the “Southwest Wye Switch”.

Southeast Division Street Wye Switch (Item #5, Figures 1 and 3) – As described in section A.3 as the “Southeast Wye Switch”.

North Division Street Wye Switch (Item #11, Figures 1 and 3) – As described in section A.3 as the “North Wye Switch”.

Gillette Spur Switch (Item #12, Figures 1 and 3)– Switch connecting the BNSF Gillette Spur Track to the west leg of the Division Street Wye south of the North Wye Switch.

Union Depot Railroad Layout Approval Set (Figure 4) – Refers to Railroad Layout Approval Set for state project nos. 091-595-023, 091-595-24, and 091-595-025 that was signed by UP, BNSF, CP, Amtrak, the Federal Railroad Administration, Mn/DOT, and the RCRRA dated December 11, 2012 and is attached hereto as Figure 4.

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

Attachments

The following list of attachments are incorporated by reference:

- Figure 1: Union Depot Project Area, Track Modifications Required to Support Access to Union Depot for Existing Empire Builder Service.
- Figure 2: Hoffman Interlocking and East, Union Depot Project Area, Track Modifications Required to Support Access to Union Depot for Existing Empire Builder Service .
- Figure 3: Division Street Wye, Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service.
- Figure 4: Union Depot Railroad Approval Layout Set.

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

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

A. Switch and Track Modifications

1. Terminal Tracks and Connections

West Terminal Lead – A power switch (a switch controlled by a central dispatch center) will be installed on the west end of the Terminal Area that will connect the West Terminal Lead to the CP 1/SPUD Crossover just west of the point where the existing SPUD Track turns south to cross the Robert Street Lift Bridge. The installation of this switch will facilitate rapid and efficient access to the Terminal Area by Amtrak trains. (Figure 1; Item 1).

West Terminal Lead Derail – A power derail will be installed by CP along the West Terminal Lead to protect against rolling equipment entering onto the CP 1 Track.

East Terminal Lead – A power switch will be installed on the east end of the Terminal Area that will connect the East Terminal Lead to the SPUD Track. The installation of this switch will facilitate rapid and efficient access to the Terminal Area by Amtrak trains. (Figure 1; Item 2 and Figure 3; Item 2).

Terminal Track– Two new terminal tracks will be constructed

of sufficient length for the Amtrak Trains 7 & 8 to discharge and load passengers without fouling the SPUD Track, CP 1 Track or access of passenger trains to planned future tracks.

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

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

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

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

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

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

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

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

At the east end of the Terminal Track, the double slip switch connecting Terminal Tracks 1 and 2, the Tail Track, and the East Terminal Lead will serve as the derail to protect against rolling equipment entering onto the SPUD Track.

A power or hand throw derail will be installed along the Tail Track to protect against rolling equipment striking equipment stored on the Tail Track.

2. CP 1/SPUD Crossover

CP 1/SPUD Crossover – To facilitate connection of the West Terminal Lead to the CP 1/SPUD Crossover, 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 is necessary to maintain existing freight routing options. Equipping it with power switches would improve freight operations in the vicinity of the Terminal Area which would reduce potential freight-passenger conflicts in the area. (Figure 1; Item 3)

3. Modifications to Existing Switches

Southwest Wye Switch – The switch between the south leg of the wye and the SPUD Track will be reconstructed or replaced at its current location and powered. The reconstruction or replacement and powering of this switch is necessary so that trains needn't stop while an employee detrains and manually operates the switch. The power switch will facilitate rapid and efficient movement of trains through the wye and will reduce potential freight-passenger conflicts in the area. (Figure 1; Item 4 and Figure 3; Item 4).

Southeast Wye Switch – The switch between the south leg of the wye and the BNSF Main Track 2 to the east will be reconstructed or replaced and powered. The reconstruction or replacement and powering of this switch will facilitate train movements as described above. (Figure 1; Item 5 and Figure 3; Item 5).

North Wye Switch – The switch on the north end of the Division Street Wye, where the east and west legs of the wye are joined, will require circuitry changes for its integration with the BNSF dispatch system so that trains can efficiently traverse the west leg of Division Street Wye. (Figure 1; Item 11 and Figure 3; Item 11)

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 south of Plato Blvd. will be reconstructed or replaced and DTMF controlled. The reconstruction or replacement and powering of this switch will expedite UP and CP train movements in the vicinity of the Terminal Area, thereby reducing the potential of freight-passenger conflicts. The SSIL double track shall be extended north toward Plato Blvd. (Figure 1; Item 6).

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

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

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

4. Track Reconstruction

South Leg of Wye – The south leg of the wye will be reconstructed to standards consistent with passenger train service. (Figure 1; Item 8 and Figure 3; Item 8).

SPUD Track – A short segment of the SPUD Track between the Southwest Wye Switch and the East Terminal Lead Switch will be reconstructed as a consequence of installing the East Terminal Lead Switch and reconstructing the Southwest Wye Switch. This is necessary to sustain efficient train operations. (Figure 1; Items 2 & 4 and Figure 3; Items 2 & 4).

5. Switches

Except as noted above (CP 1 to CP2 Right-hand Manual

Crossover and Gillette Spur), all switches installed or reconstructed for this Project on properties owned or controlled by The Railroads will be power or DTMF switches and equipped with switch heaters.

6. Derails

All derails installed for The Project on properties owned or controlled by The Railroads will be powered and connected to a dispatch center.

All derails installed for The Project on properties owned or controlled by RCRRA will be powered or hand throw. If a derail is powered, it will be connected to a dispatch center.

B. Signal and Communications Modifications

1. CP-controlled track

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

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

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

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

2. UP-controlled track

The following switch, which is currently operated by hand throw, will be equipped with DTMF controls:

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

Powering this switch will facilitate efficient train movements to, from and through the Terminal Area.

3. BNSF-operated and/or dispatched track

The following switches are currently operated by hand throw and will be modified to power and will be connected to the BNSF dispatch center and integrated into the BNSF Centralized

Traffic Control (CTC) signal system.

- Southeast Wye Switch (Figure 1; Item 5 and Figure 3; Item 5) – The connection between the south leg of the wye and BNSF/CP Main Track 2. This is currently an electric lock switch.
- The Southwest Wye Switch (Figure 1; Item 4 and Figure 3; Item 4) - The connection between the south leg of the wye and the SPUD Track.

The Gillette Spur Switch currently operates as a hand throw and will be replaced with an electric lock switch.
(Figure 1; Item 12 and Figure 3; Item 12)

The following new switch on the east end of the Terminal Area will be connected to the BNSF dispatch center and integrated into the signal system:

- East Terminal Lead (Figure 1; Item 2 and Figure 3; Item 2).

The west leg of the Division Street Wye will be integrated into the BNSF dispatch system.

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

4. Terminal Track

Switches governing train movements between Terminal Track 1, 2, 3, and the Tail Track will be controlled by BNSF. This will include the power derail which is part of the double slip switch connecting Terminal Tracks 1 and 2 to the Tail Track.

5. Signal Interface

BNSF, CP, and UP will work to ensure the interface of their signal/dispatching systems for the CP Merriam Park Subdivision, BNSF St. Paul Subdivision, the UP State Street Industrial Lead, the SPUD Track, and the Terminal Track.

6. Positive Train Control

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

the FRA for comment prior to finalization.

The parties do not anticipate that it will be necessary to install Positive Train Control on any of the UP switches or other UP trackage associated with the improvements to THE SPUD OR the State Street Industrial Lead. In no event will UP be required to expend its own funds on Positive Train Control on trackage associated with The Project.

C. Design and Construction

1. Mortenson Team

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

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

Amtrak, UP, CP, and BNSF will review, inspect and approve any preliminary engineering and route and aspect charts managed by the Mortenson Team for trackage owned or controlled by the freight railroads. It is expected that all engineering design plans will be presented to Amtrak, The Railroads, RCRRA, and MNDOT for signature if accepted. USDOT would be expected to review and accept or reject the final design, but not sign the final design plans.

The Railroads will require each individual of the Mortensen Team to obtain a right of entry permit from each railroad for any work on Railroad property.

2. The Railroads General

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

If definitive agreements are executed, The Railroads would propose to coordinate with the parties on the engineering/design

and construction of the improvements identified in Figures 1, 2, 3 and 4. Subject to agreement of The Railroads, it is proposed that CP would be the lead railroad in ensuring that this coordination occurs on those improvements that impact multiple railroads.

3. Union Pacific Railroad

UP will be responsible for engineering and final design of any signal and communications work on UP owned, dispatched, or controlled property, except for the East Terminal Lead, the Southwest Wye Switch, and other pieces of the SPUD Track. UP has agreed that BNSF will dispatch these two switches and the SPUD Track under terms of a revised SPUD Track Agreement.

UP will be responsible for the installation of the East Terminal Lead Switch and the Southwest Wye Switch, and any necessary realignment of the SPUD Track.

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

UP will work with BNSF on the interface of the UP and BNSF dispatching systems to ensure their cohesion at the CP 1/SPUD Crossover where the two systems connect.
(Figure 1; Item 3)

UP will work with CP on the interface of the UP and CP dispatching systems to ensure their cohesion at the CP 1/SPUD Crossover where the two systems connect.
(Figure 1: Item 3)

UP will be responsible for design and construction of all improvements to the north end of the State Street Industrial Lead, including the installation of the State Street Industrial Lead Switch south of Plato Blvd and its integration with the UP communications system. UP will be responsible for extending the double track north toward Plato Blvd.

4. Canadian Pacific

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

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

CP will be responsible for the installation of the West Terminal Lead Switch and derail and will 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 with the CP signaling and dispatch system. (Figure 1; Item 3.)

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

CP will work with BNSF on the interface of the CP and BNSF dispatching systems to ensure their cohesion at the CP 1/SPUD Crossover where the two systems connect. (Figure 1; Items 1 and 3)

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

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

5. BNSF Railway

BNSF will be responsible for engineering and final design of any signal and communications work on properties owned, dispatched, or controlled by BNSF including the Terminal Tracks.

BNSF will be responsible for engineering and final design of any track work on BNSF owned, dispatched, or controlled property, except for the SPUD Track, which will be UP's responsibility as set forth above.

BNSF will be responsible for replacement of the Southeast Wye Switch. (Figure 1; Item 5 and Figure 3; Item 5)

BNSF will be responsible for the integration of the East Terminal Lead Switch and the Southwest Wye Switch into the BNSF signaling and dispatch system.

BNSF will work with CP on the interface of the BNSF and CP dispatching systems to ensure their cohesion at the CP 1/SPUD

Crossover and the Terminal Tracks where the two systems connect. (Figure 1; Items 1 and 3)

BNSF will work with UP on the interface of the BNSF and UP dispatching systems to ensure their cohesion at the CP 1/SPUD Crossover where the two systems connect (Figure 1; Item 3)

BNSF will be responsible for upgrading circuitry for the North Wye Switch. (Figure 1; Item 11 and Figure 3; Item 11)

BNSF will be responsible for replacing the Gillette Spur Switch and any necessary reconstruction of the west leg of the Division Street Wye except for the SPUD Track which will be UP's responsibility as set forth above. (Figure 1; Item 12 and Figure 3; Item 12)

- | | |
|-------------------------|---|
| 6. Construction Staging | Construction and implementation of track, signal and communications equipment will be coordinated between Mortenson and The Railroads for the Terminal Area so as to minimize impact to train operations. |
|-------------------------|---|

D. Dispatching

- | | |
|------------------------------|---|
| 1. West end of Terminal Area | CP will dispatch the West Terminal Lead Switch (Figure 1; Item 1) and the CP 1/SPUD Crossover (Figure 1; Item 3). |
| 2. East end of Terminal Area | BNSF will dispatch the East Terminal Lead Switch, the SPUD Track (up to but not including the CP 1/SPUD Crossover (Figure 1; Item 3)), the North Wye Switch and the Southwest Wye Switch. |
| 3. Southeast Wye Switch | BNSF will dispatch the Southeast Wye Switch that connects to the south leg of the wye and BNSF Main 2 tracks. |
| 4. CP 2 to UP Main Switch | The CP St. Paul Yardmaster will continue to authorize the use of the DTMF switch that connects CP 2 to the UP Main. (Figure 1; Item 7 and Figure 2; Item 7) |
| 5. Terminal Tracks | Terminal Tracks between the East and West Terminal Lead Switches will be controlled by BNSF. BNSF will determine the Terminal Track to be used by all inbound trains from either direction. |
| 6. State Street Industrial | UP will control the new power switch at the north end of the |

Lead

State Street Industrial Lead.

7. Amtrak Operations

BNSF will work with Amtrak on dispatching needs for Amtrak Trains 7 and 8 as they relate to Union Depot.

E. Operations and Maintenance

1. Clearance of mainline

The Terminal Track will be designed such that the Empire Builder will clear the SPUD Track at both ends of the Terminal Area during loading and unloading of passengers at The Depot. Trains 7 & 8 will be restricted by Amtrak to a length that permits clearance of the SPUD Track during station stops.

2. Switching Responsibilities

Amtrak and/or RCRRA will be responsible for switching in the Terminal Area either by performing these functions directly or arranging for these services to be provided by qualified personnel in consultation with The Railroads.

3. Switching Procedures

Passenger train switching that occurs in the Terminal Area will not utilize or foul the adjacent Class I mainline tracks, including the SPUD Track and will not block access for arriving and departing trains. The clear track length between the East and West Terminal Lead Switches will be a minimum of 2,690 feet and the ability to switch existing and future Empire Builder trains has been documented to the satisfaction of RCRRA. Switching operations at the east end of the station facility will not unduly block the maintenance access road crossing (see A.1 Tail Track).

4. Road Access

The design of modifications to track, signals and communication systems will preserve existing road access to the main lines for maintenance and train crews.

5. Maintenance

A. RCRRA

RCRRA will be responsible for maintenance of The Depot.

RCRRA will be responsible, at no expense to UP, for maintenance of track, signal and communications systems and utilities within the Terminal Area either by performing these functions directly or arranging for these services to be provided in consultation with The Railroads.

Signal maintenance expense incurred by UP with respect to the

Project will be reimbursed by RCRRA.

All maintenance expense associated with the East Terminal Lead Switch shall be borne by RCRRA.

B. BNSF

BNSF will be responsible for signal maintenance on the SPUD track east of the East CP1/SPUD Crossover Switch, except in the unlikely event of an adverse Labor ruling that dictates UP maintenance.

C. UP

UP will maintain, or cause to be maintained, The Project at track standards sufficient to handle weight limits of at least 263,000 pounds and trains at maximum authorized speeds based on track design commencing upon completion of The Project and continuing for a period of twenty (20) years thereafter.

UP will be responsible for maintenance of track, signal and communications systems located on the State Street Industrial Lead (Figure 1, Item 6.). UP will be responsible for track maintenance on the SPUD Track, including the East Terminal Lead Switch, the Southwest Wye Switch and the East CP1/SPUD Crossover Switch. Details of UP's maintenance obligations and compensation will be addressed in the Construction and Maintenance Agreement.

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

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

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

CP will be responsible for signal maintenance of the East

D. CP

F. Design and Construction Funding

1. Funding

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

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

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

G. Access

1. Amtrak operations into The Depot

The improvements identified herein are intended to be sufficient to support access to The Depot by Amtrak trains #7 and #8 or their Successor. It is proposed that UP, BNSF, and CP would work with Amtrak and RCRRA to develop an operating agreement or an amendment to an existing operating agreement, as may be required, to permit access to The Depot by Amtrak trains #7 and #8 or their Successors for a period of not less than 20 years from the date The Project is placed in service.

Access arrangements will require the concurrence of all SPUD owners – UP, BNSF, and CP.

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

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

1. Engineering Agreement

UP will require execution of an engineering agreement before initiating any work (including signal design) related to the Project.

- | | |
|---|---|
| 2. Construction and Maintenance Agreement | An agreement or agreements to cover UP construction and subsequent maintenance of the planned improvements on property owned or controlled by UP. |
| 3. Amtrak/UP Operating Agreement | An operating agreement or an amendment to an existing operating agreement between Amtrak and UP is required prior to start up of Amtrak service at the Terminal Area. |
| 4. BNSF/CP Paired Main Agreement | Amtrak will continue to operate the Empire Builder on the BNSF/CP Paired Main as CP's admittee. In order to route the Empire Builder through the Terminal Area, Amtrak will use a portion of the Paired Main between Hoffman Avenue and Division Street and the Southeast Wye Switch. This operation change does not require amendment of the Paired Main Agreement |
| 5. Hoffman Avenue Interlocking Agreement | A letter of consent may need to be executed among BNSF, UP and CP if any changes to the Hoffman Avenue Interlocker result as part of The Project. |
| 6. SPUD Agreement | An amendment to the joint facility agreement will be needed to admit Amtrak as CP's admittee, formalize the transfer of dispatching authority from UP to BNSF, and, as may be agreed, to formalize the assignment of signal construction, maintenance, repair and renewal responsibility from UP to BNSF. |

I. Construction Schedule

- | | |
|---------------------------|---|
| 1. Final Designs Complete | <p>Final Terminal Area track design plans will be prepared by the Mortenson team under the direction of RCRRA and approved by USDOT for station properties. These final design plans will be available by December 14, 2012.</p> <p>Final track design and signal/communications plans for track owned, dispatched, or controlled by BNSF will be prepared by BNSF.</p> <p>Final track design plans and signal/communications plans for track owned, dispatched, or controlled by CP will be prepared by CP.</p> <p>Final track design plans and signal/communications plans for track owned, dispatched, or controlled by UP will be prepared by UP.</p> |
|---------------------------|---|

2. Design, Construction & Maintenance Agreements Executed

All agreements that will be necessary to allow UP to begin design of the signal and communications systems will address the requirements in 49 U.S.C. § 24405 (c), design, construction, on-going maintenance, operational issues and reimbursement to the Railroads by RCRRA. UP does not however certify that this facility will serve all future freight and passenger requirements because appropriate analysis such as modeling of traffic flows has not been completed.

3. Signal and Communications Design

Subject to final agreement to proceed and implementation of necessary agreements, UP will complete the signal and communications design.

Agreed by:

Signature and Date

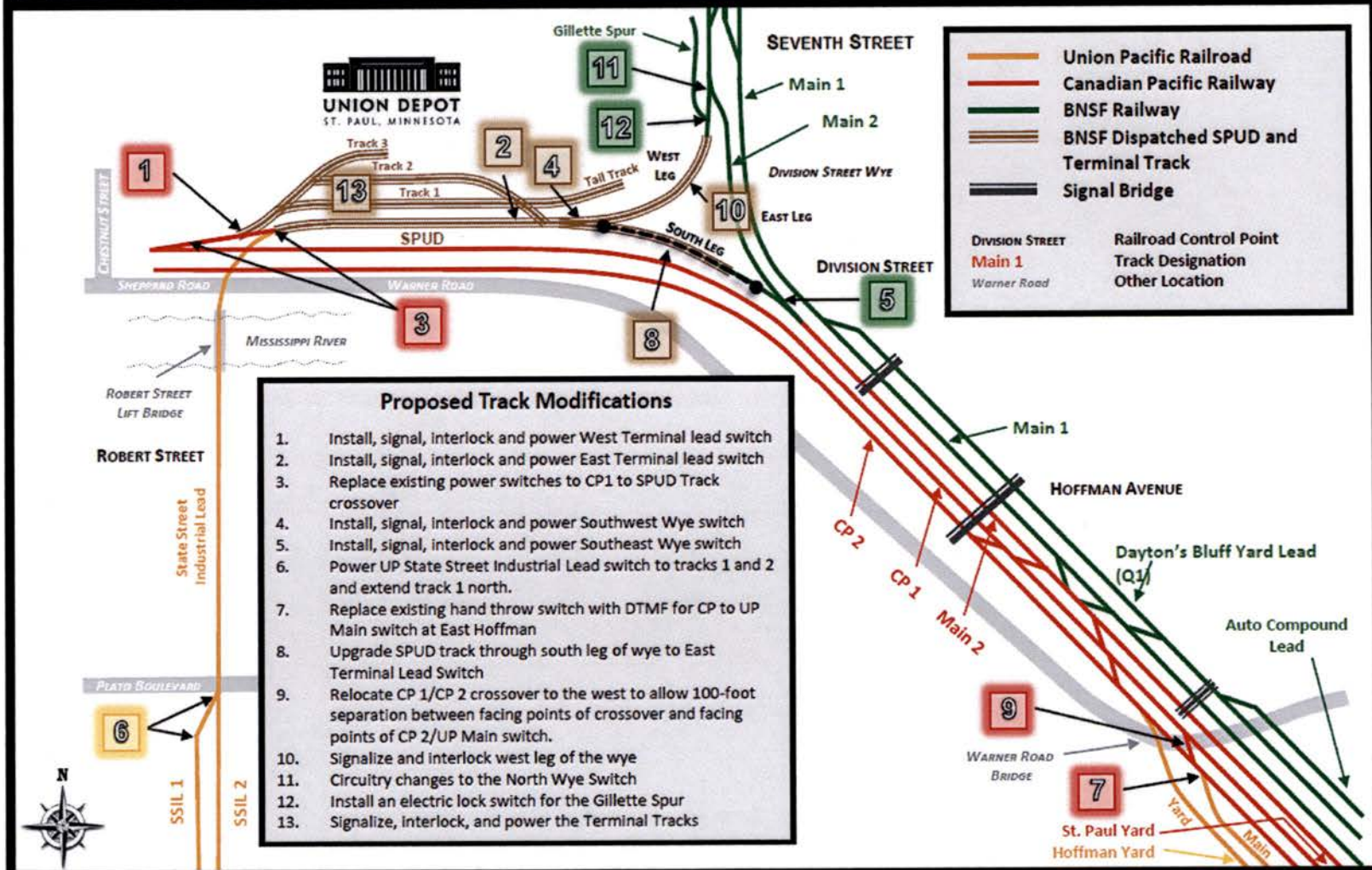
Name: _____
Title: _____
Ramsey County Regional Railroad
Authority

Signature and Date

Name: _____
Title: _____
Union Pacific Railroad Company

Figure 1: Union Depot Project Area

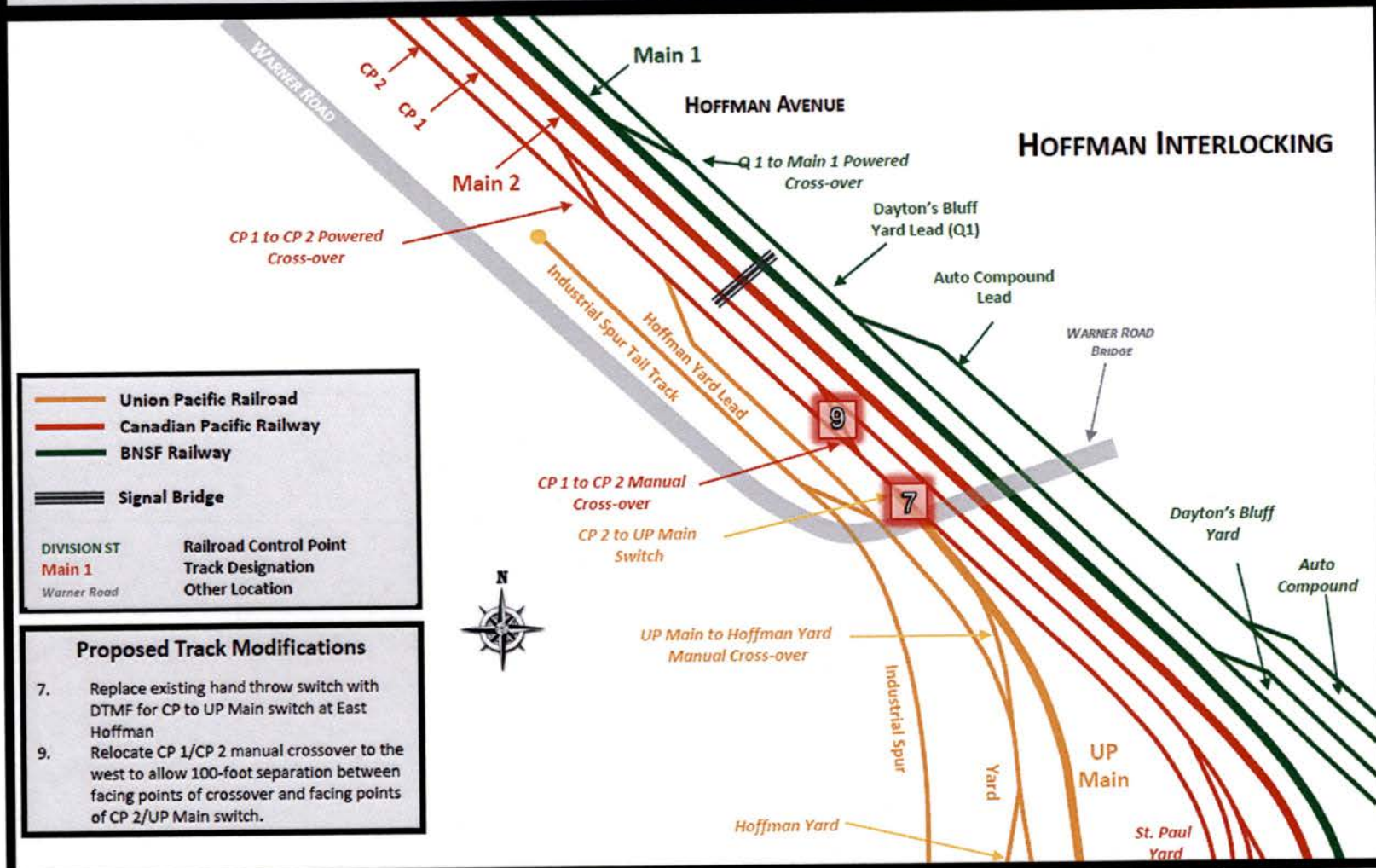
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/19/12



(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: Hoffman Interlocking and East
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/19/12

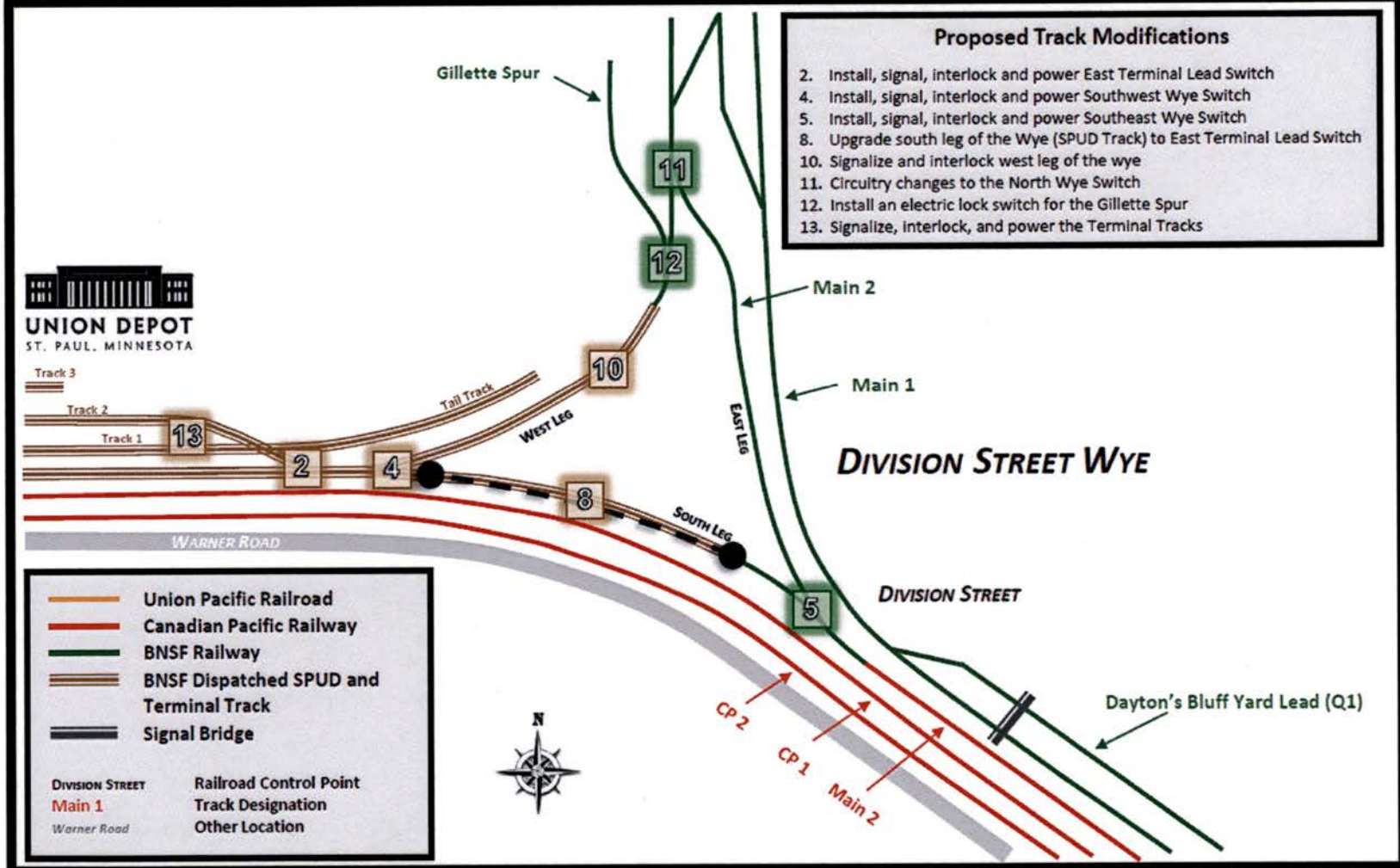


(Note: All power and snow milder equipped switches will be integrated with the appropriate railroad's signaling and central dispatch system. The specific modifications to the signal system associated with these improvements have not been identified.)



Figure 3: Division Street Wye

Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/19/12



(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 4
Union Depot Railroad Approval Layout Set

25

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 south of Plato Blvd. will be reconstructed or replaced and ~~designated as a manual interlocker controlled by a dispatcher, and powered~~ DTMF controlled. The reconstruction or replacement and powering of this switch will expedite UP and CP train movements in the vicinity of the Terminal Area, thereby reducing the potential of freight-passenger conflicts. The SSIL double track shall be extended north toward Plato Blvd. (Figure 1; Item 6).

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

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

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

4. Track Reconstruction

South Leg of Wye – The south leg of the wye will be reconstructed to standards consistent with passenger train service. (Figure 1; Item 8 and Figure 3; Item 8).

SPUD Track – A short segment of the SPUD Track between the Southwest Wye Switch and the East Terminal Lead Switch will be reconstructed as a consequence of installing the East Terminal Lead Switch and reconstructing the Southwest Wye Switch. This is necessary to sustain efficient train operations. (Figure 1; Items 2 & 4 and Figure 3; Items 2 & 4).

5. Switches

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

6. Derails

All derails installed for The Project on properties owned or controlled by The Railroads will be powered and connected to a dispatch center.

All derails installed for The Project on properties owned or controlled by RCRRA will be powered or hand throw. If a derail is powered, it will be connected to a dispatch center.

B. Signal and Communications Modifications

1. CP-controlled track

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

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

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

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

2. UP-controlled track

The following switch, which is currently operated by hand throw, will be ~~equipped with DTMF controls~~; ~~configured as a manual interlocker with a power switch connected to the UP dispatch center and integrated into the UP Centralized Traffic Control (CTC) signal system.~~

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

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

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Attachment # 3

in consultation with The Railroads.

Signal maintenance expense incurred by UP with respect to the Project will be reimbursed by RCRRRA.

All maintenance expense associated with the East Terminal Lead Switch shall be borne by RCRRRA.

B. BNSF

BNSF will be responsible for signal maintenance on the SPUD track east of the East CP1/SPUD Crossover Switch, except in the unlikely event of an adverse Labor ruling that dictates UP maintenance.

C. UP

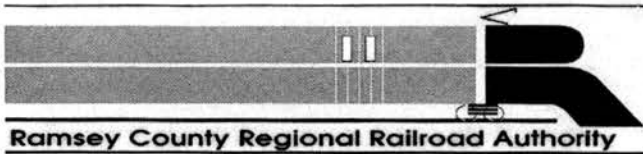
UP will maintain, or cause to be maintained, The Project at track standards sufficient to handle weight limits of at least 263,000 pounds and trains at maximum authorized speeds based on track design commencing upon completion of The Project and continuing for a period of twenty (20) years thereafter.

UP will be responsible for maintenance of track, signal and communications systems located on the State Street Industrial Lead (Figure 1, Item 6.). UP will be responsible for track maintenance on the SPUD Track, including the East Terminal Lead Switch, the Southwest Wye Switch and the East CP1/SPUD Crossover Switch. Details of UP's maintenance obligations and compensation will be addressed in the Construction and Maintenance Agreement.

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

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

Except as otherwise expressly agreed by UP in writing, in no event shall UP be required to expend any of its own funds in connection with this ~~Agreement~~ Project or any additional project unless prompt reimbursement of such funds is assured to



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 06/25/2013

Regional Railroad Authority Meeting Date: _____

SUBJECT: Award of a contract for Signalization of Union Depot

EXECUTIVE SUMMARY

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

Before the Empire Builder can serve Union Depot, track and signal improvements need to be made to the existing freight rail network to allow train access to the Union Depot and to mitigate impacts caused by the new stop. Staff has been working with M. A. Mortenson Company, Burlington Northern Santa Fe Railway (BNSF), Canadian Pacific Railway (CP), Union Pacific Railroad (UP), Amtrak, Federal Railroad Administration (FRA), and Minnesota Department of Transportation (Mn/DOT) to identify the necessary improvements and to develop preliminary track and signal plans for approval by BNSF, CP, UP, FRA, Mn/DOT, and Amtrak.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Authorize the Chair to negotiate, award, and execute a contract on behalf of the Ramsey County Regional Railroad Authority with the low responsive bid by responsible bidder for the completion of The Union Depot Bid Package 2G: Railroad Signalization, in a form approved by the County Attorney's Office, in an amount not to exceed \$1,500,000.
2. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

1

SUBJECT: Award of a contract for Signalization of Union Depot

(Executive Summary continued)

The RCRRA has entered into Revised and Restated Term Sheets, Engineering, and Construction Agreements with BNSF, CP, and UP. These agreements detail responsibilities for the engineering/design work and construction of the track and signal project. Each of the freight railroad companies is responsible for the design and construction of track and signal systems on its property. The design work is nearly complete, and each railroad has moved on to materials procurement and construction. While BNSF is responsible for the design of the Union Depot's signal system, RCRRA is responsible for the procurement of the materials and their installation.

The procurement and installation of the Union Depot's signal system will directly impact BNSF, CP, and UP. For work that impacts freight railroads, The Federal Highway Administration, and the Minnesota Department of Transportation, the administrators of the federal funding for the project, recognize the unique authority that Congress has granted to railroads, by allowing railroads to accomplish work on their property either by using their own forces or by specifying the firms that they consider qualified to work on the railroad's system. BNSF is the dispatcher using the Union Depot's signal system. Because the Union Depot's signal system must function seamlessly with BNSF's signal system, BNSF identified Railroad Controls Limited, United Signal, and Balfour Beatty Rail Inc. as the qualified firms to do the signal system work, and RCRRA solicited these three firms for bids.

On June 10, 2013, the RCRRA released The Union Depot Bid Package 2G: Railroad Signalization. The bid package covers procurement, building, installation, and assisting BNSF with the connection of their signal system to the Union Depot's and provides that system is to be completed by November 1, 2013. Due to material corrections needed to the bid package, it was reissued on June 20, 2013 with a due date of July 1, 2013.

To ensure that the RCRRA signal system is ready to receive Amtrak trains in the fourth quarter of 2013, time is of the essence with this bid. Its prompt award will maximize the time available for procuring materials, testing, building, installing, and assisting BNSF with the connection of the two systems. Following the June 25, 2013 RCRRA board meeting, the next meeting date of the RCRRA board is July 16, 2013. Delaying award of the contract until July 16, 2013 will delay the project by two weeks which the low responsive bid by responsible bidder could have used to procure materials which will in turn delay the remainder of the signalization project. In order to maximize the time available to the low responsive bid by responsible bidder, the RCRRA will need to authorize the Chair to negotiate, award, and execute a contract with an amount not to exceed \$1,500,000 with the low responsive bid by responsible bidder on behalf of the RCRRA.

Funding for the up to \$1,500,000 in Union Depot signalization cost will come from the 2011 Union Depot Project Budget. This cost is within the budgeted amount.

2

SUBJECT: Award of a contract for Signalization of Union Depot

ATTACHMENTS:

1. June 5, 2013 FHWA Letter on Sole Sourcing
2. June 7, 2013 MnDOT Letter on Sole Sourcing
3. Competitive Solicitation Summary

PREVIOUS ACTION:

Resolution R12-15, dated March 13, 2012, the Ramsey County Regional Railroad Authority approved the Term Sheet with Canadian Pacific Railway and Union Pacific Railroad.

Resolution R12-16, dated March 13, 2012, the Ramsey County Regional Railroad Authority approved the Engineering Agreement with Canadian Pacific Railway.

Resolution R12-19, dated March 13, 2012, the Ramsey County Regional Railroad Authority approved the Public Projects Reimbursement Agreement with Union Pacific Railroad.

Resolution R12-46, dated December 18, 2012, the Ramsey County Regional Railroad Authority approved the Revised and Restated Term Sheet with Canadian Pacific Railway, Union Pacific Railroad, and BNSF Railway.

Resolution R12-47, dated December 18, 2012, the Ramsey County Regional Railroad Authority approved Amendment #1 to the Engineering Agreement with Canadian Pacific Railway.

Resolution R12-48, dated December 18, 2012, the Ramsey County Regional Railroad Authority approved the Amended and Restated Public Project Reimbursement Agreement with Union Pacific Railroad

Resolution R12-49, dated December 18, 2012, the Ramsey County Regional Railroad Authority approved the Preliminary Engineering Agreement with BNSF Railway.

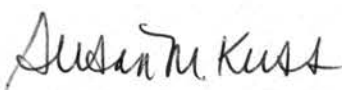
Resolution R13-14, dated April 2, 2013, the Ramsey County Regional Railroad Authority approved the Construction Agreement with BNSF Railway.

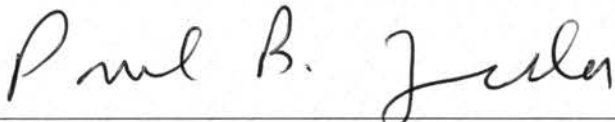
COUNTY MANAGER'S COMMENTS:

Approval of the Chair to negotiate, award, and execute a contract with the low responsive bid by responsible bidder for signalization work at Union Depot, will ensure that signal work is completed in 2013 allowing for Amtrak Empire Builder service at the Union Depot, which is anticipated to begin by the end of 2013.

SUBJECT: Award of a contract for Signalization of Union Depot

Regional Railroad Authority – Authorized Signature	Date
	6/19/13

Finance – Authorized Signature	Date
	6/19/13

County Attorney – Authorized Signature	Date
	6/19/13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Award of a contract for Signalization of 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 ("The Union 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 Burlington Northern Santa Fe Railway (BNSF),
11 Canadian Pacific Railway (CP), and Union Pacific Railroad (UP) track to access the Union Depot;
12 and
13

14 WHEREAS, Accessing the BNSF, CP, and UP track will require capacity improvements so
15 that the Empire Builder can maintain on-time performance without negatively impacting existing
16 freight operations; and
17

18 WHEREAS, The Union Depot Project Revised and Restated Term Sheets, Engineering
19 Agreements and Construction Agreements have been executed between the Ramsey County
20 Regional Railroad Authority and BNSF, the Ramsey County Regional Railroad Authority and CP,
21 and the Ramsey County Regional Railroad Authority and UP to formalize the necessary capacity
22 improvements and to allow for the completion of design, procurement of materials, and
23 construction of the improvements; and
24

25 WHEREAS, The Preliminary Engineering Agreement with BNSF Railway included the
26 completion of final design for the signal system that BNSF will dispatch for Union Depot on
27 Ramsey County Regional Railroad Authority property; and
28

29 WHEREAS, The Construction Agreement with BNSF Railway did not include the
30 procurement, building, or construction of signalization improvements for the Union Depot on
31 Ramsey County Regional Railroad Authority property; and
32

33 WHEREAS, The Ramsey County Regional Railroad Authority is responsible for the
34 procurement, building, and construction of the Union Depot signal system and its integration with
35 the BNSF signal system so that BNSF can seamlessly dispatch the Union Depot; and
36

37 WHEREAS, The Federal Highway Administration and the Minnesota Department of
38 Transportation recognize the unique authority that has been granted to railroads by congress
39 over the past one hundred plus years, by allowing the railroads to accomplish work on their
40 property by either utilizing their own forces or by specifying those firms that they consider qualified
41 to work on their system; and
42

43 WHEREAS, Because the Union Depot signal system must function seamlessly with the
44 BNSF signal system allowing for BNSF to dispatch the Union Depot, Ramsey County Regional
45 Railroad Authority requested a list of qualified firms that it could solicit for bids and was provided
46 with Railroad Controls Limited, United Signal, and Balfour Beatty Rail Inc. by BNSF; and
47

48 WHEREAS, On June 10, 2013, the Ramsey County Regional Railroad Authority released
49 The Union Depot Bid Package 2G: Railroad Signalization. The bid package covers procurement,
50 building, and installing the signal system for Union Depot with a completion date of November 1,
51 2013; and

52
53 WHEREAS, Due to material corrections needed to the bid package, bids were reissued on
54 June 20, 2013 and are due on July 1, 2013; and

55
56 WHEREAS, To ensure that the RCRRA signal system is ready to receive Amtrak trains in
57 the fourth quarter of 2013, time is of the essence with this bid and its prompt award will maximize
58 the time available for procuring materials, testing, building, installing, and assisting BNSF with the
59 connection of the two systems; and

60
61 WHEREAS, To delay award of the contract with the low responsive bid by responsible
62 bidder until the July 16, 2013 RCRRA board meeting will delay the project by two weeks; and

63
64 WHEREAS, In order to maximize the time available to the low responsive bid by responsible
65 bidder the contract needs to be awarded a close to the July 1, 2013 due date as possible, Now
66 therefore Be It

67
68 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
69 negotiate, award, and execute a contract on behalf of the Ramsey County Regional Railroad
70 Authority with the low responsive bid by responsible bidder for the completion of The Union Depot
71 Bid Package 2G: Railroad Signalization, in a form approved by the County Attorney's Office, in an
72 amount not to exceed \$1,500,000; And Be It Further

73
74 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County
75 Manager to make all necessary budget adjustments including increasing estimated revenues and
76 appropriations.

Attachment # 1



U.S. Department
of Transportation
**Federal Highway
Administration**

Minnesota Division

June 5, 2013

380 Jackson Street
Cray Plaza, Suite 500
St. Paul, MN 55101-4802

651.291.6100
Fax 651.291.6000

www.fhwa.dot.gov/mndiv

Mike Rogers
Senior Transportation Planner
Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 4th Street E.
St. Paul, MN 55101

Re: Sole Source of Railroad Contracts

Dear Mr. Rogers:

This letter is to clarify the Federal Highway Administration's (FHWA's) position on sole sourcing either design or construction work for railroad projects. FHWA's procedures for contracting with railroads or for work on railroads are set forth in Title 23 of the Code of Federal Regulations Section 646.216 (23 C.F.R. §646.216).

The FHWA recognizes the unique authority that has been granted to railroads by congress over the past one hundred plus years, by allowing the railroads to accomplish work on their property by either utilizing their own forces or by specifying those firms that they considered qualified to work on their system. This same contracting privilege is granted to utility companies.

While Congress has generally specified that work completed with Federal dollars should be contracted out to the lowest bidder, because both railroads and utility companies will be responsible for maintaining the completed facility and the work would not have been done except for the need of the public entity, they have been afforded this added latitude in contracting. If you have any further questions or require clarifying guidance, please feel free to contact me at 651-291-6103.

Sincerely,

David J. Scott, P.E.
Assistant Division Administrator

DJS/djs

cc: Files

7



Minnesota Department of Transportation

State Aid Division

395 John Ireland Boulevard, MS 500
Saint Paul, MN 55155

Date: June 7, 2013

Mike Rogers
Transit Project Manager
Ramsey County Regional Rail Authority
Union Depot, Suite 200
214 4th Street East
St. Paul, MN 55101

RE: Sole Source of Railroad Contracts

Dear Mr. Rogers:

This letter is to concur with the FHWA letter of June 5, 2013 related to sole sourcing design or construction work for railroad projects. We defer to the federal regulations, which allows for the unique authority of railroads and utilities to work on their own systems. It is our understanding that no state laws exist to override this law.

If you have any questions please contact Lynnette Roshell of my office at 651-366-3822.

Sincerely,

Julie Skallman

Julie Skallman
State Aid Engineer
Office of State Aid

cc: David Scott—FHWA
Tim Anderson—FHWA
Dan Erickson—MnDOT
File

An Equal Opportunity Employer

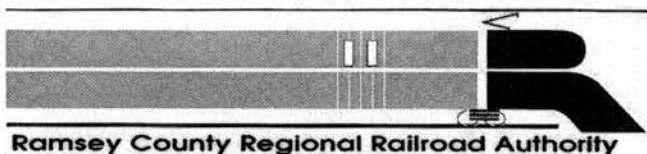


8

Attachment # 3

COMPETITIVE SOLICITATION SUMMARY

TITLE The Union Depot: Bid Package 2G: Railroad Signalization	Program: Ramsey County Regional Railroad Authority Goal: Select the most qualified and experienced firm/team to complete the signal system for Union Depot. .
DATE SENT	June 20, 2013
DATE DUE	July 1, 2013
NUMBER SENT	3 (to the BNSF Railway Short List)
RESPONSES Agencies invited for interviews (*)	Balfour Beatty United Signal Railroad Controls Limited
REVIEW COMMITTEE	Transit Project Manager, Regional Railroad Authority Director, Regional Railroad Authority Engineer, URS
VENDORS RECOMMENDED	Will be determined following the receipt of bids on July 1, 2013.
OTHER INFORMATION	Review Committee Rating from Criteria in RFP - Staff from the review committee will identify the low responsible bid. All bidders solicited on this bid package have been prequalified by BNSF as a contractor that is capable of doing the work required in the bid package as well as integrating the signal infrastructure at the Depot into the BNSF signal system.



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 06/25/2013

Regional Railroad Authority Meeting Date: _____

SUBJECT: Amendment #1 to the Preliminary Engineering Agreement with BNSF Railway

EXECUTIVE SUMMARY

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

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

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

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve Amendment #1 to the Preliminary Engineering Agreement with BNSF Railway for the completion of track and signal design for the west leg of the Division Street Wye and the signalization of Union Depot, Saint Paul Union Depot Track, and the conversion of the Gillette Spur Track switch to electric lock to be completed by November 30, 2013, in an amount not to exceed \$165,901.
2. Authorize the Chair to execute the Amendment #1 on behalf of the Ramsey County Regional Railroad Authority.

SUBJECT: Amendment #1 to the Preliminary Engineering Agreement with BNSF Railway

(Executive Summary continued)

On December 18, 2012, RCRRA approved the Preliminary Engineering Agreement with BNSF Railway. Since that time, work on the signal design for the Depot progressed resulting in the need to add the "East SPUD" control point and its associated design and testing. This change has resulted in the need to increase the budget by a not to exceed amount of \$25,000 bringing the total Preliminary Engineering Agreement cost to \$165,901, and to extend the term of the agreement to November 30, 2013.

Amendment #1 to the existing Preliminary Engineering Agreement between RCRRA BNSF Railway memorializes these work scope changes.

The Preliminary Engineering Agreement is a binding document that commits the RCRRA to reimburse the BNSF Railway for its costs in completing final track and signal design for the improvements identified in the Revised and Restated Term Sheets.

Funding for the \$165,901 in total Preliminary Engineering Agreement cost will come from the 2011 Union Depot Project Budget. The cost is within the budgeted amount.

*Amendment # 1 to the Preliminary Engineering Agreement with BNSF Railway is attached.

SUBJECT: Amendment #1 to the Preliminary Engineering Agreement with BNSF Railway

ATTACHMENTS:

Amendment #1 to the Engineering Agreement between the RCRRA and BNSF Railway

PREVIOUS ACTION:

Resolution #R12-49 on December 18, 2012 - the RCRRA approved the Preliminary Engineering Agreement with BNSF Railway.

COUNTY MANAGER'S COMMENTS:

Approval of the engineering agreements with the freight railroads, including Amendment # 1 with BNSF, will ensure that the final track and signal designs are completed allowing Amtrak Empire Builder service at the Union Depot, which is anticipated to begin by the end of 2013.

SUBJECT: Amendment #1 to the Preliminary Engineering Agreement with BNSF Railway

Regional Railroad Authority – Authorized Signature	Date
	6/11/13

Finance – Authorized Signature	Date
	6/10/13

County Attorney – Authorized Signature	Date
	6/11/13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Amendment #1 to the Preliminary 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 Burlington Northern Santa Fe Railway (BNSF),
10 Canadian Pacific 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 impacting existing
14 freight operations; and
15

16 WHEREAS, The Union Depot Project Revised and Restated Term Sheets were executed
17 between the RCRRA and BNSF, the Ramsey County Regional Railroad Authority and CP, and the
18 Ramsey County Regional Railroad Authority and UP in December of 2012 to formalize the
19 improvements and to allow final track design and signal design to begin; and
20

21 WHEREAS, The Ramsey County Regional Railroad Authority executed individual
22 Design/Public Project Reimbursement Agreements with BNSF, CP, and UP to bind the parties for
23 the completion of final track design and signal design to begin; and
24

25 WHEREAS, The Preliminary Engineering Agreement with BNSF Railway did not include the
26 addition of a second control point and its associated design and testing at the Union Depot; and
27

28 WHEREAS, The addition of a second control point is needed for track access and requires
29 an amendment to the BNSF Preliminary Engineering Agreement that will increase the cost of the
30 existing agreement by a not to exceed amount of \$25,000, bringing the total Preliminary
31 Engineering Agreement cost to \$165,901, which is within the existing project budget; Now,
32 Therefore, Be It
33

34 RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment #1 to
35 the Preliminary Engineering Agreement with BNSF Railway for the completion of track and signal
36 design for the west leg of the Division Street Wye and the signalization of Union Depot, Saint Paul
37 Union Depot Track, and the conversion of the Gillette Spur Track switch to electric lock to be
38 completed by November 30, 2013, in an amount not to exceed \$165,901; and Be It Further
39

40 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
41 execute Amendment #1 on behalf of the Ramsey County Regional Railroad Authority.

5

Attachment

Contract Number:
Amendment Number:

AMENDMENT

THIS AMENDMENT (hereinafter called "Amendment"), is dated June ____, 2013 and is effective as of May 31, 2013, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation (hereinafter called "Company") and **Ramsey County Regional Railroad Authority**, (hereinafter called "Agency").

WITNESSETH:

WHEREAS, Company and Agency are parties to an agreement dated December 19, 2012. This agreement, also referred to as Company's Contract Number **BF** _____, together with any and all modifications, supplements and amendments thereto, being hereinafter referred to as the "Agreement"; and

WHEREAS, both parties hereto desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, Company and Agency agree to amend the Agreement as follows, effective only upon Company's receipt of a fully executed counterpart of this Amendment. This Amendment will be upon the same terms and conditions provided in the Agreement, except as the same are hereby modified and supplemented. Wherever there is any conflict between this Amendment and the Agreement, the provisions of this Amendment are paramount and the Agreement will be construed accordingly:

1. The scope of the proposed track and signal modifications and other improvements has changed and as such requires the addition of the control point termed " West Spud." The geographic layout and Agency's property limits require, the original East Spud Control Point be divided into East Spud and West Spud, thus requiring additional funding for the Project.

2. Section 3.1 of the Agreement is amended to provide that the maximum reimbursement of \$140,901.00 is increased to \$165,901.00 and is amended to read as follows :

"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 \$165,901.00 in addition to any amounts due under the prior Preliminary Engineering Agreement. 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. Section 7.1 of the Agreement is amended to extend the term of the Agreement from May 31, 2013 to November 30, 2013 and is amended to read as follows:

"This Agreement will expire on November 30, 2013, unless extended by mutual agreement of the parties or terminated earlier under the terms of this Agreement."4. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

Contract Number:
Amendment Number:

Remainder of page intentionally left blank. Signatures on the following page.

7

Contract Number:
Amendment Number:

IN WITNESS WHEREOF, Agency and Company have entered into this Amendment as of the date first written above.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

Jim McDonough, Chair

Ramsey County Regional Railroad Authority

Date: _____

Approval recommended:

Timothy A. Mayasich, Director
Ramsey County Regional Railroad Authority

Approved as to form and insurance:

Assistant County Attorney

Purchase Order or
Aspen Vendor Contract Number:

Funds are Available
Account Number: _____

Finance Department

BNSF RAILWAY COMPANY

By: _____

Name:

Title:

Date: _____

8