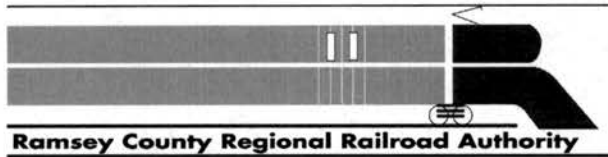




Ramsey County Regional Railroad Authority.
Records.

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

REGIONAL RAILROAD AUTHORITY

March 18, 2014

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

.....
ROLL CALL and Call to Order

AGENDA of the March 18, 2014 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the February 25, 2014 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Land Use License with Enventis Telecom, Inc.

Board Action Requested:

- 1) Approve a Land Use License with Enventis Telecom, Inc., 221 E. Hickory Street Mankato, MN 56001, for the period of April 1, 2014 through March 31, 2015 in the amount of \$1,161.12.
- 2) Authorize the Chair to execute the Land Use License.
- 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

February 25, 2014

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

Chair Ortega called the meeting to order at 9:30 A.M.

AGENDA

Commissioner Huffman moved approval of the Agenda of the February 25, 2014 Regional Railroad Authority Meeting, seconded by Commissioner McGuire. Roll Call: Ayes – McDonough, McGuire, Reinhardt, Rettman, Carter, Huffman, Ortega – 7. Nays – 0.

MINUTES

Commissioner Huffman moved approval of the Minutes of the January 28, 2014 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – McDonough, McGuire, Reinhardt, Rettman, Carter, Huffman, Ortega – 7. Nays – 0.

1. Lease Agreement with W Marketing LLC (Agency Nord)

Commissioner Huffman moved approval of the following resolution, seconded by Commissioner Carter. Roll Call: Ayes – McDonough, McGuire, Reinhardt, Rettman, Carter, Huffman, Ortega – 7. Nays – 0. (R14-08)

WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union Depot Multi-Modal Transportation and Transit Hub to serve all transportation modes as well as events and office tenants; and

WHEREAS, W Marketing LLC (Agency Nord) operates a marketing company that creates events for clients and desires to lease space in the Union Depot facility; and

WHEREAS, A lease agreement has been negotiated between Ramsey County Regional Railroad Authority and Agency Nord for the use of space at Union Depot for office purposes; Now Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a lease agreement between W Marketing LLC(Agency Nord) and the Ramsey County Regional Railroad Authority; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the lease agreement in a form to be approved by the County Attorney's Office.

2. Contracts for track operations and maintenance and signal operations and maintenance for Union Depot Railroad

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

Commissioner Huffman asked if the contract amounts were a part of the budget, and Julie Kleinschmidt, Ramsey County Manager, confirmed that they are.

Roll Call: Ayes – McDonough, McGuire, Reinhardt, Rettman, Carter, Huffman, Ortega – 7. Nays – 0. (R14-09)

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, BNSF Railway, Canadian Pacific Railway, Union Pacific Railway, and the Ramsey County Regional Railroad Authority are currently constructing the track and signal improvements necessary to allow Amtrak to serve Union Depot in the first quarter of 2014; and

WHEREAS, Upon completion, these improvements will need to be operated and maintained in accordance with Federal Railroad Administration regulations by their respective owners; and

WHEREAS, The Ramsey County Regional Railroad Authority will be responsible for signal operations and maintenance on its property which consists of the Class 1 track located within Ramsey County Regional Railroad Authority property located approximately between Jackson Street (west end) and the Division Street Wye (east end) referred to as the Union Depot Railroad; and

WHEREAS, The Ramsey County Regional Railroad Authority has identified Railworks as the contractor for providing these services for the following reasons:

- Familiarity with Union Depot
- Availability of personnel to complete the work
- Familiarity with Federal Railroad Administration Regulations
- Familiarity with the freight railroads;

Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of Railworks Track Systems Incorporated, P.O. Box 959, 8485 West 210th Street, Lakeville, Minnesota to provide track operations and maintenance for the Union Depot Railroad and Railworks Signals and Communications, Incorporated, 9250 Baymeadows Road, Suite 200, Jacksonville, FL 32256 to provide signal operations and maintenance services for the Union Depot Railroad; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute a contract with Railworks Track Systems Incorporated to provide track maintenance services for Union Depot Railroad, for the period of February 1, 2014 to January 31, 2016 in the estimated amount of \$265,500 subject to approval by the County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute a contract Railworks Signals and Communications Incorporated to provide the signal operations and maintenance services for the Union Depot Railroad, for the period of February 1, 2014 to January 31, 2016, in the amount of \$245,000 subject to the approval by the County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance.

CORRIDOR UPDATES

- Red Rock

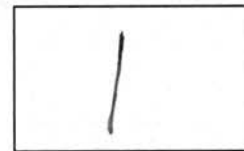
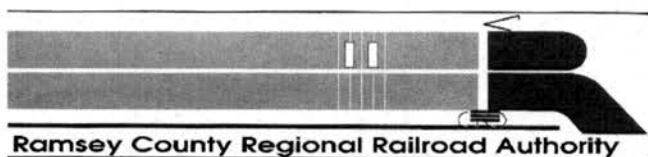
Commissioner Rettman reported that the Red Rock Corridor Commission will meet on Thursday, February 27. She will provide an update to the board after that meeting occurs.

Commissioner Rettman mentioned the importance of funding for rail capacity improvements Hoffman Yards and moving forward with it. She also noted the importance of working with the freight railroads as their track is what is used for passenger trains to access Union Depot.

- Northstar Corridor
Commissioner Reinhardt attended the Northstar Corridor Development Authority (NCDA), which meets bi-annually. This meeting provided updates on some changes that were made since the NCDA first formed. Much of the meeting's discussion was about interaction between the freight and commuter rail and their agreements. She also said there was about a three week period when delays by as much as a half hour were occurring; however, the corridor is currently at a 96%-98% on-time schedule and is doing very well with ridership. Things have been turning around for the corridor.
- Counties Transit Improvement Board (CTIB)
Commissioner McDonough reported that at the CTIB meeting there have been conversations about their transit investments framework and what they will fund with the imposed \$.25 sales tax. Their focus continues to be on infrastructure that has a catalytic impact within the community - projects that transport people but also help drive economic development beyond the corridor investments. There was also discussion about the Southwest Corridor. They voted on a motion to send a letter to Metropolitan Council Chair Sue Haigh, Governor Mark Dayton and the Southwest Corridor Commission that they would expect to see the corridor progress along its timeline consistent with the Federal New Starts process by July 30, 2014. If it does not show progress, as a funding organization for the project, CTIB would discuss whether or not Southwest Corridor has the capability to advance and how long CTIB would allow its funding to be tied up in a corridor that was not advancing and in turn preventing the advancement of other corridors. This was a difficult letter for them to have to write, but helping to advance these projects and staying focused on these investments is part of CTIB's role. A copy of this letter will be distributed to the commissioners.
- Commissioner McGuire reported that she attended the Roseville City Council Meeting which had a full agenda featuring several Ramsey County projects and issues. Particularly, they had a transit discussion concerning the common interest to have the Bus Rapid Transit corridor extend from Rosedale to the TCAAP property. The Roseville City Council also expressed its interest in this extension being routed to connect the two colleges in the area, University of Northwestern and Bethel College as well. They plan to discuss these options with the Metropolitan Council. She reiterated that Roseville is very supportive of adding transit along Snelling Avenue and she is committed to working with them. She added that they are also interested in the Northeast Diagonal, and she is committed to working on that as well.
- 35W N Corridor
Commissioner McGuire reported that the Federal Government has approved their 2008 designated funding, which was secured by Congresswoman Betty McCollum, for the preliminary engineering and environmental assessment needed for the implementation of the north metro 35W Managed Lane Study outcomes. They continue to receive the support of the surrounding communities for this corridor, and continue work with the legislature, the Federal Government and the local metro area for funding.
- Gateway Corridor
Chair Ortega reported that he and Commissioner McDonough attended a Gateway Legislative Strategy meeting, which was organized by the St Paul Area Chamber of Commerce and included business and community leaders along the corridor, as well as Congresswoman Betty McCollum. The purpose of the meeting was to discuss advocacy strategies for the corridor at the state legislature as they are requesting \$5 million for the design phase of the corridor.
- Chair Ortega announced that President Obama will visit Union Depot tomorrow, February 26, 2014. His visit will coincide with a speech he will give on the economy, as well as transit and transportation issues.

ADJOURNMENT

There being no further business, Chair Ortega declared the meeting adjourned at 9:50 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **03/18/2014**

Regional Railroad Authority Meeting Date: _____

SUBJECT: Land Use License with Enventis Telecom, Inc.

EXECUTIVE SUMMARY

Enventis Telecom, Inc. provides telecommunications services over fiber optic networks. Enventis already uses Ramsey County Regional Railroad Authority (RCRRA) right of way in the general location of the Sprint Telecom building on the North side of Phalen Boulevard and immediately West of Earl Street.

Enventis requested a Land Use License to install two additional, one and one quarter inch high density polyethylene (HDPE) conduits, one containing one fiber strand and the other for maintenance, in the RCRRA right of way. The installation would take place along the North side of Phalen Boulevard immediately West of Earl Street and parallel to the Bruce Vento Trail, which is also in the RCRRA right of way. The conduits will be installed 60 inches below the surface using a plow and or directional bore method. The installation will not disturb the Bruce Vento Trail. The proposed License requires Enventis to repair the surface to the condition it was in prior to construction. Enventis will pay all costs associated with the installation and maintenance of the conduits, including restoration of the surface if disturbed by Enventis.

RCRRA staff recommends the RCRRA Board approve the proposed Land Use License. The use by Enventis will not interfere with RCRRA's current use of the property; and the License preserves RCRRA's ability to develop the property without interference or impairment from the use by Enventis. The term is one year with automatic one year extensions. RCRRA may terminate the License without cause, for any reason in its sole and absolute discretion and without cost to RCRRA.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve a Land Use License with Enventis Telecom, Inc., 221 E. Hickory Street Mankato, MN 56001, for the period of April 1, 2014 through March 31, 2015 in the amount of \$1,161.12.
2. Authorize the Chair to execute the Land Use License.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

SUBJECT: Land Use License with Enventis Telecom, Inc.

(Executive Summary continued)

The license fee is based on the fair market value of similar uses of the land as most clearly evidenced by similar transactions. Those transactions establish what others were willing to pay and did pay for a similar use of similar RCRRA property. RCRRA strives to take a consistent approach as it enters into license agreements. Based upon the rate for similar licenses approved by the RCRRA Board, Enventis will pay RCRRA \$1,161.12 each year as a License Fee, and the fee will increase by 3% each year. The term is one year with automatic renewals, subject to the right of RCRRA to terminate.

SUBJECT: Land Use License with Enventis Telecom, Inc.

ATTACHMENTS:

● LNE041 – Land Use License with Enventis Telecom, Inc.

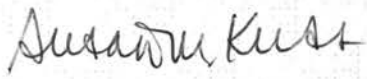
PREVIOUS ACTION: None

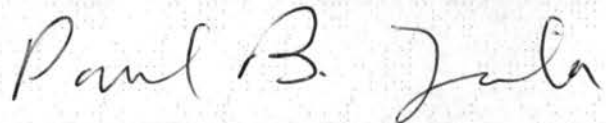
COUNTY MANAGER'S COMMENTS:

The Land Use License with Enventis Teleocm, Inc. is an appropriate use of the property that generates revenue that offsets costs and is consistent with RCRRA Board practice. RCRRA can terminate the License in the RCRRA's Board's discretion.

SUBJECT: Land Use License with Enventis Telecom, Inc.

Regional Railroad Authority – Authorized Signature	Date
	3/11/14

Finance – Authorized Signature	Date
	3/10/14

County Attorney – Authorized Signature	Date
	3/10/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Land Use License with Enventis Telecom, Inc.

Draft Resolution

1 WHEREAS, Enventis Telecom, Inc. has requested a Land Use License to install two, one
2 and one quarter inch high density polyethylene conduits underground and parallel to the Bruce
3 Vento Trail in the area immediately North of Phalen Boulevard and West of Earl Street; and
4

5 WHEREAS, This use does not interfere with present day use of the property; the Ramsey
6 County Regional Railroad Authority may terminate the License without cause, for any reason in its
7 sole and absolute discretion; the License will bring \$1,161.12, plus 3% annum, to the Ramsey
8 County Regional Railroad Authority; Now, Therefore, be it
9

10 RESOLVED, The Ramsey County Regional Railroad Authority approves a Land Use
11 License with Enventis Telecom, Inc, 221 E. Hickory Street Mankato, MN 56001, for the period of
12 April 1, 2014 through March 31, 2015 in the amount of \$1,161.12; And Be It Further
13

14 RESOLVED, The Ramsey County Regional Railroad Authority authorizes its Chair to
15 execute the Land Use License; And Be It Further
16

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

Attachment

LICENSE AGREEMENT

This License Agreement ("License") is entered into between the Ramsey County Regional Railroad Authority ("RCRRA" or "Licensor"), a political subdivision of the State of Minnesota, and Enventis Telecom. Inc., 221 E. Hickory Street Mankato, MN 56001, a Minnesota corporation ("Licensee"), as of the 1st day of April, 2014.

Recitals

WHEREAS, RCRRA is the fee owner of that certain parcel of land located in the City of Saint Paul, County of Ramsey, State of Minnesota ("RCRRA Land"), as generally shown in the attached Exhibit A, which may be a diagrammatic depiction and

WHEREAS, RCRRA wishes to license to Licensee the right to use the subsurface of the area of the RCRRA Land as particularly depicted on attached Exhibit A for the purpose of installing and having fiber optic conduit and cable (the "Premises"), and Licensee desires to license the Premises from RCRRA according to the covenants and conditions stated herein;

NOW, THEREFORE, RCRRA and Licensee agree as follows:

1. Grant of License. RCRRA hereby grants to Licensee a license to use the Premises for and only for the purposes described in attached Exhibit B, and subject to the conditions and requirements stated herein and in the attached Exhibit B, which is incorporated herein and made a part hereof as if explicitly set forth herein. The License granted herein is for the use of the subsurface of the RCRRA Land. In the event of a conflict between the provisions set forth herein and those set forth in Exhibit B, the provisions stated in Exhibit B shall control.
2. No Interest in the Premises. This grant of license is non-exclusive, and grants to Licensee no right, title, or interest in the Premises, except as set forth herein, and Licensee's rights do not run with the land.
3. Term. Subject to the RCRRA's right to terminate this License as set forth herein, the Licensee's right to use the Premises shall commence on April 1, 2014 ("Commencement Date"), and terminate on March 31, 2015 (the Termination Date). The License shall automatically extend for subsequent one year terms, and shall at all times be subject to the termination rights set forth in Section 17 below or elsewhere in this License.
4. Administrative Fee. In accordance with RCRRA policy a onetime administrative fee of \$200 is due upon commencement of the License.
5. Payment. Licensee shall pay to the RCRRA the sum of \$1,161.12 for the grant of this License and use of the Premises (the "License Fee"). Payment shall be due prior to the commencement of the License and prior to Licensee's entry onto and use of the Premises. The License Fee shall increase by three percent (3%) upon the first day of each extension

6

term such that the License Fee during each extension term shall be three percent higher than the License Fee immediately preceding the commencement of each one year extension term. The License Fee with respect to each extension terms shall be paid on or before the first day of each extension term and the extension shall only be effective if the License Fee is timely paid.

6. As Is Where Is. Licensee has inspected the Premises on _____ (the Inspection Date) and finds the Premises suitable for its purposes in the condition as of the Inspection Date. RCRRA makes no promises or warranties regarding the condition or suitability of the Premises for Licensee's purposes. Further, RCRRA, except as expressly stated in Exhibit B, will not be obligated to undertake any improvements or make any repairs to the Premises. Licensee accepts the Premises **as is, where is.**
7. Alterations. Licensee may not make any alterations or changes to the Premises beyond those described in Exhibit B without the express written consent of RCRRA. Any such alternations or changes, together with the installation in the Premises described in Exhibit B, shall be considered Improvements. Any Improvements made to the Premises by Licensee shall, upon termination of this License and in the sole option of RCRRA, become the property of RCRRA. If RCRRA determines that it does not wish Licensee's Improvements to remain on the Premises, it shall so notify Licensee and upon such notification Licensee shall, at its sole expense, remove such Improvements within five days prior to its termination of use of the premises. If Licensee fails to do so, RCRRA reserves the right to remove such Improvements, and Licensee shall reimburse RCRRA for its costs to do so.
8. Restoration of Premises. Upon termination of this License, and subject to the provisions of Section 6 above, Licensee shall restore the Premises to their condition immediately prior to the Commencement Date, reasonable wear and tear excepted.
9. Maintenance of Premises During Term. At all times during the Term Licensee, at its sole cost and expense, shall keep the Premises in a good, clean, and safe condition, and use the Premises in such manner as to prevent waste, damage, or injury occurring to the Premises and to the surface and all other areas of the RCRRA Land.
10. RCRRA's Right to Enter and Inspect and Use RCRRA Land. The RCRRA, its employees, and its agents shall have the right to enter and use the RCRRA Land and the Premises at all reasonable times for the purpose of inspecting, testing, cleaning, repairing, altering, or improving the RCRRA Land and to determine and evaluate the Premises and the use thereof by Licensee, or to exhibit the RCRRA Land and Premises to prospective tenants, purchasers, or others. Nothing in this section shall be interpreted as requiring the RCRRA to perform any such acts independent of the requirements of the other provisions of this License. The RCRRA shall also be permitted to enter the RCRRA Land for the purpose of posting notices of non-responsibility for alterations, additions or repairs. RCRRA shall have the unrestricted right to use the RCRRA Land in the manner determined by RCRRA, and if Licensee determines that RCRRA's use interferes with

Licensee's use of the Premises, the sole and exclusive remedy of Licensee shall be to terminate this License as provided in Section 17 below.

11. Non-assignability. Licensee shall not assign, transfer, convey, or encumber its interest in this Agreement or in the Premises, or allow any other person or entity (except Licensee's authorized representatives) to use all or any part of the Premises or any of the RCRRA Land relating thereto, without first obtaining RCRRA's written consent, which consent shall not be unreasonably withheld.
12. Insurance. Licensee shall obtain and maintain such insurance as is required by the provisions and requirements stated in Exhibit B.
13. Indemnification. The Licensee shall indemnify, hold harmless, and defend RCRRA, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which RCRRA, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Licensee, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the Licensee's obligations pursuant to this License or its use or occupation of the Premises.
14. Damage or Destruction of Premises. In the event the Premises are damaged by circumstances beyond the reasonable control of either party, including, without limitation, by acts of God, unusually severe weather conditions, war, riots, action or failures to act on the part of governmental authorities preventing performance, accident and fire (such causes hereinafter called "Force Majeure") such as to make them impracticable or unsuitable for Licensee's use, this License may be terminated at the option of either party upon written notice. In no case shall RCRRA be required to restore the Premises, the RCRRA Land or any property of RCRRA to a condition suitable for Licensee's continued use, though it may do so if it wishes.
15. Hazardous Substances. As used herein, the term "hazardous substances" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority. The term "hazardous substances" includes but is not limited to any material substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317); (ii) defined as a "hazardous substance" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); or (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601, et seq.). As used herein, the term, "environmental requirements" means all laws, ordinances, rules, regulations, order, and other requirements of any government or public authority now in force or which may hereafter be in force relating to protection of human health or the environment, including all requirements pertaining to reporting, licensing permitting, investigation and remediation of emissions, discharges, storage, disposal or releases of hazardous substances and all requirements pertaining to the protection of the health and safety of employees or the public. Licensee shall not permit or conduct the generation,

treatment, storage or disposal on, in or about the Premises (including any RCRR Land or other property of RCRR) of any hazardous substances without prior written consent of RCRR. Licensee shall indemnify and defend RCRR against and hold RCRR harmless from all claims, demands, liabilities, damages, fines, encumbrances, liens, losses, costs and expenses, including reasonable attorney's fees and disbursements, and costs and expenses of investigations, arising from or related to the existence of hazardous substances in or on the Premises as a result of the acts or omissions of Licensee.

16. Signs. Licensee shall not have the right to place, construct, or maintain any sign, advertisement, banner, or other marking of any kind upon or about the Premises, except such safety markers as required by law or as agreed to in advance in writing by RCRR.

17. Termination.

RCRR may terminate this License without cause, for any reason in its sole and absolute discretion, upon ninety (90) days' written notice to Licensee.

RCRR may also terminate this License in its sole and absolute discretion with cause and upon any of the following, without limiting RCRR in the exercise of any right or remedy at law or in equity which RCRR may have by reason of a default or breach of this License by Licensee:

- i. Failure Licensee to pay timely the License Fee or any other monetary sums required to be paid by Licensee hereunder., where such failure continues for ten (10) days after written notice thereof from RCRR to Licensee.
- ii. Abandonment or vacation of the Premises by Licensee.
- iii. Upon a failure by Licensee to observe and perform any other provision of this License to be observed or performed by Licensee shall be in default and RCRR shall have the right to terminate this License upon ten (10) days written notice unless during that ten (10) day time period Licensee commences to cure the default to the satisfaction of RCRR and thereafter diligently prosecutes the same to completion.
- iv. In the event of the making by Licensee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Licensee of a petition to have Licensee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Licensee, the same is dismissed within ninety (90) days; the appointment of a trustee or receiver to take possession of substantially all of Licensee's assets located at the Premises or of interest in this License, where possession is not restored to Licensee within sixty (60) days; or the attachment, execution or other judicial seizure of substantially all of Licensee's assets located at the Premises or of Licensee's interest in this License, where such seizure is not discharged within forty-five (45) days.

The Licensee may terminate this License:

- i. Upon expiration of the current term with notice at least 60 days in advance of the end of the current term.
- ii. Upon damage or destruction of Premises, or other condition of the Premises, including but not limited to RCRRA's use of the Premises, that precludes the use of the Premises as identified in Exhibit B for a period of 60 days or more.

18. Miscellaneous.

a. Notices.

Unless otherwise provided herein, all notices required by the terms of and conditions of this Agreement shall be deemed given when the notice is prepared and deposited in the United States mail to the addressee as follows:

Licensee: Enventis Telecom, Inc.
221 E. Hickory St
Mankato, MN 56001
Attn: Regulatory Department

RCRRA: Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 4th Street East, Suite 200
St. Paul, MN 55101
Attn: Director

b. Compliance with Laws and Regulations.

Licensee shall obtain all licenses and permits required by any governmental authority for its use of the Premises, and shall comply with all terms of such licenses or permits and any code, law, or regulation applicable to its use of the Premises.

c. Remedies cumulative.

All remedies hereinbefore and hereafter conferred on RCRRA and Licensee shall be deemed cumulative and not exclusive of each other, or of any other remedy conferred by law of in equity. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this License by either party shall not be construed by the other party as a subsequent waiver of a right or power, or shall be construed as a waiver of any subsequent default or as acquiescence or of a subsequent breach or of the same covenant, term or

condition, or of the right to exercise any right or power in the future. The acceptance by RCRRA of any non-conforming performance or fulfillment of conditions or obligations under the terms of this License or of any of the rights or remedies arising under the terms of this License shall not constitute a waiver of RCRRA's right to conforming performance or fulfillment of conditions or obligations or any rights and/or remedies in respect to any subsequent breach or default of the terms of this License. The rights and remedies of the Landlord provided or referred to under the terms of this Lease are cumulative and not mutually exclusive.

d. Relationship of the parties.

Nothing contained in this License shall be deemed or construed by the parties hereto or by a third-party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between RCRRA and Licensee, it being expressly understood and agreed that neither any provision contained in this License nor any act or acts of the parties hereto shall be deemed to create any relationship between RCRRA and Licensee other than the relationship of Licensor and Licensee.

e. Alteration.

Any alteration, variation or modification of this Agreement shall be valid only when reduced to writing and signed by both parties.

f. Interpretation of Agreement; Venue.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding, arising from, or related to this License or Licensee's use or occupancy of the Premises shall be venued in the District Court, Second Judicial District, Ramsey County, Minnesota.

g. Entire Agreement.

This License Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this License and shall supersede all prior or written agreements of the parties with respect to the subject matter of this License.

h. Counterparts.

This License may be executed in counterparts.

[Signature Page Follows]

SIGNATURE PAGE OF LICENSE BY AND BETWEEN RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY AND EVENTIS TELECOM, INC.

IN WITNESS WHEREOF, RCRRA and Licensee have executed this License to be effective as
of the date set forth in the caption of this License.

RCRRA:

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

Rafael Ortega, Chair

Date: _____

Approval Recommended

Timothy A. Mayasich, Director

Approved as to form and insurance:

By: _____
Assistant Ramsey County Attorney
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

LICENSEE:

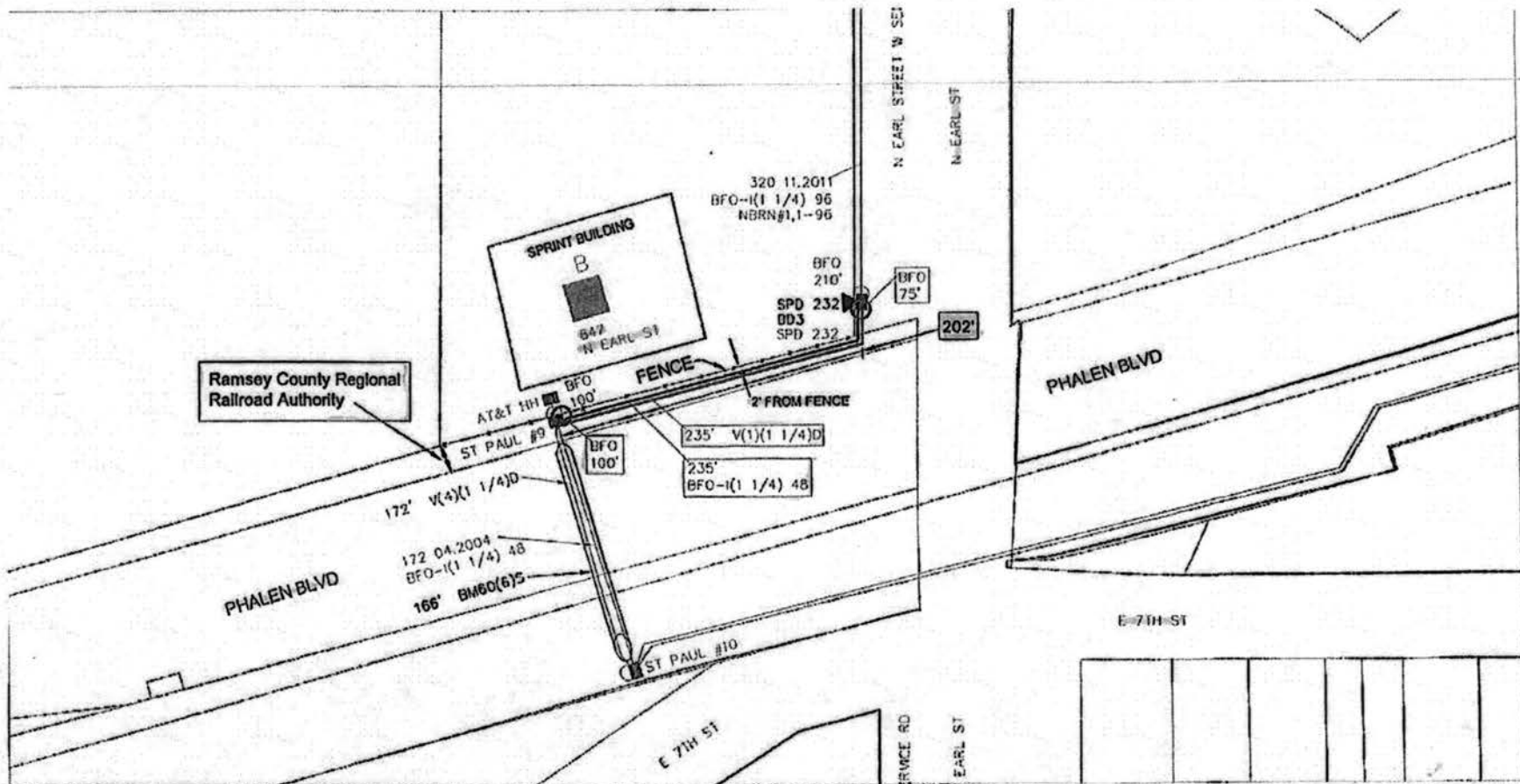
ENVENTIS TELECOM, INC.

By: _____

Name: Dan Beddow

Its: Director, Transport Services

Date: _____

[illegible]

NOTE:
LOCATION OF EXISTING UTILITIES IS APPROXIMATE ONLY.
CONTRACTOR SHALL LOCATE ALL UNDERGROUND
FACILITIES, SUBSTRUCTURES AND DRAINAGE TILES PRIOR
TO CONSTRUCTION.

CALL: 811 or
Twin City Area: 651-454-6002
Outstate TOLL Area: 1-800-252-8866
E-AGENCY LOCATOR: 1-800-643-3637

SCALE: 1"=60'

SPRINT BUILDING
847 N EARL ST
ST PAUL, MN

NO.	DATE	BY	ENG	REVISION DESCRIPTION
1	01/02/14	AK	ENF	ISSUE

Enventis

ST PAUL, SPRINT BLDG EARL ST

PLAY: 12-13 MINUTES

SHEET 1 OF 1

EXHIBIT B

CONDITIONS TO LICENSE NO. _____ LNE041 _____ DATED April 1, 2014
BETWEEN THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY (LICENSOR)
AND ENVENTIS TELECOM, INC. (LICENSEE).

1. Permitted Use. Licensee shall have non - exclusive use of the subsurface of that portion of the Licensor's land shown on Exhibit A attached hereto and made a part hereof ("Premises") for the installation of two (2), one inch and one quarter HDPE conduits starting from the existing Enventis Hand Hole (constructed under RCRRA Permit No. PNE088) and located at the South West corner of the Sprint fence line (Lat. 44.967021 Long -93.056020) and running to the East approximately 220 feet along the Sprint fence line to the Enventis Hand Hole located in the Earl Street ROW (Lat 44.967192 Long -93.056143). No other use of the Premises is permitted. The construction method will be plowing and horizontal boring. The Licensee shall immediately repair all disruption of the surface of the land to the condition it was in pre-construction. Licensee will install one fiber optic cable through one of the conduits for the provision of telecommunications services. The second conduit will be used for maintenance purposes as necessary. License shall only use the surface of the RCRRA Land for the initial installation and removal of the conduits and shall do so only following written notice to RCRRA with a description of the work to be done on the RCRRA Land and upon RCRRA consent and approval, which consent and approval shall not be unreasonably withheld or delayed.

2. Insurance. At any time that Licensee is installing, repairing, inspecting, reviewing or testing on or at the Premises, Licensee shall maintain such insurance as will protect the RCRRA from claims which may arise out of or result from operations of the Licensee including but not limited to the following:

General Liability - A minimum of \$1,200,000 per occurrence and \$1,200,000 aggregate. Such coverage shall include contractual liability insurance either specifically naming this agreement, or on a blanket basis the RCRRA, its officials, and its employees shall be named as additional insured, with a cross-suits endorsement in favor of the RCRRA.

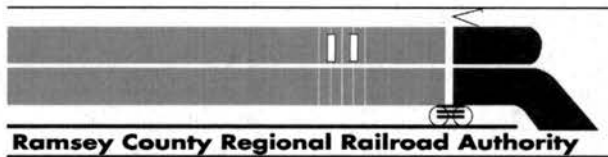
Auto Liability - \$1,200,000 per occurrence and \$1,200,000 aggregate. Require "hired and owned" and "hired and non-owned" auto insurance.

Workers Compensation - As required by MN statute.

Professional Liability - A minimum of \$1,200,000 per claim and \$1,200,000 aggregate. The Licensee will need to evidence continuation of this insurance at the required limits for at least five years after the project is completed.

The Licensee shall not commence work in any form on or at the Premises until

the Licensee has obtained and filed an acceptable certificate of insurance with RCRRA.



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

REGIONAL RAILROAD AUTHORITY

April 22, 2014

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

.....
ROLL CALL and Call to Order

AGENDA of the April 22, 2014 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the March 18, 2014 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Contract for the Riverview Corridor Pre-Project Development Study

Board Action Requested:

- 1) Approve the selection of AECOM, 800 LaSalle Avenue, Minneapolis, MN 55402, to provide consulting services for the completion of the Riverview Corridor Pre-Project Development Study.
- 2) Authorize the Chair to execute a contract with AECOM to provide consulting services for the completion of the Riverview Corridor Pre-Project Development Study, for the period of 05/01/14 to 11/30/2015, in an amount not to exceed \$1,450,000, subject to approval by the County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance.

2. Contract for Strategic Communications the Riverview Corridor Pre-Project Development Study

Board Action Requested:

- 1) Approve the selection of Davis Communications Management, 213 4th Street, Suite 404, Saint Paul, MN 55101, to provide strategic communication services for the completion of the Riverview Corridor Pre-Project Development Study.
- 2) Authorize the Chair to execute a contract with Davis Communications Management to provide strategic communications services for the completion of the Riverview Corridor Pre-Project Development Study, for the period of 05/01/14 to 04/30/2015, in an amount not to exceed \$50,000, subject to approval by the County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

March 18, 2014

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

Chair Ortega called the meeting to order at 11:02 A.M.

AGENDA

Commissioner Reinhardt moved approval of the Agenda of the March 18, 2014 Regional Railroad Authority Meeting, seconded by Commissioner McGuire. Roll Call: Ayes – McGuire, Reinhardt, Rettman, Carter, Huffman, McDonough, Ortega – 7. Nays – 0.

MINUTES

Commissioner Huffman moved approval of the Minutes of the February 25, 2014 Regional Railroad Authority Meeting, seconded by Commissioner McDonough. Roll Call: Ayes – McGuire, Reinhardt, Rettman, Carter, Huffman, McDonough, Ortega – 7. Nays – 0.

1. Land Use License with Enventis Telecom, Inc

Commissioner McDonough moved approval of the following resolution, seconded by Commissioner McGuire. Roll Call: Ayes – McGuire, Reinhardt, Rettman, Carter, Huffman, McDonough, Ortega – 7. Nays – 0.
(R14-10)

WHEREAS, Enventis Telecom, Inc. has requested a Land Use License to install two, one and one quarter inch high density polyethylene conduits underground and parallel to the Bruce Vento Trail in the area immediately North of Phalen Boulevard and West of Earl Street; and

WHEREAS, This use does not interfere with present day use of the property; the Ramsey County Regional Railroad Authority may terminate the License without cause, for any reason in its sole and absolute discretion; the License will bring \$1,161.12, plus 3% annum, to the Ramsey County Regional Railroad Authority; Now, Therefore, be it

RESOLVED, The Ramsey County Regional Railroad Authority approves a Land Use License with Enventis Telecom, Inc, 221 E. Hickory Street Mankato, MN 56001, for the period of April 1, 2014 through March 31, 2015 in the amount of \$1,161.12; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes its Chair to execute the Land Use License; And Be It Further

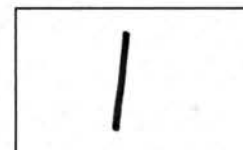
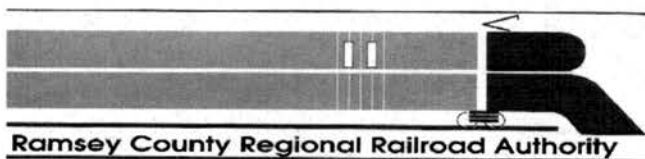
RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

CORRIDOR UPDATES

No updates were reported.

ADJOURNMENT

There being no further business, Chair Ortega declared the meeting adjourned at 11:04 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **04/22/2014**

Regional Railroad Authority Meeting Date:

SUBJECT: Contract for the Riverview Corridor Pre-Project Development Study

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors that benefit Ramsey County residents and businesses. The Metropolitan Council and the Counties Transit Improvement Board have identified the Riverview Corridor for future transitway investments. The Riverview Corridor is 12.3 miles long, extending from Union Depot in downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America in Bloomington. The Riverview Corridor is a key commercial transportation route and is poised for several major redevelopment projects, including the Schmidt Brewery property, Victoria Park (formerly Koch Tank site), the Ford Plant and the US Bank property located at Shepard Road and Davern Street.

In 1998, the RCRRA initiated a Major Investment Study (MIS) for the corridor comparing four major technology alternatives (no build; transportation system management; bus rapid transit; light rail transit). RCRRA completed the MIS in August 2000 and Bus Rapid Transit (BRT) was selected as the locally preferred alternative, which has not been implemented.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

- 1) Approve the selection of AECOM, 800 LaSalle Avenue, Minneapolis, MN 55402, to provide consulting services for the completion of the Riverview Corridor Pre-Project Development Study.
- 2) Authorize the Chair to execute a contract with AECOM to provide consulting services for the completion of the Riverview Corridor Pre-Project Development Study, for the period of 05/01/14 to 11/30/2015, in an amount not to exceed \$1,450,000, subject to approval by the County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance.

|

SUBJECT: Contract for the Riverview Corridor Pre-Project Development Study

(Executive Summary continued from previous page)

On January 23, 2013 the City of St. Paul passed Resolution RES 13-113 requesting that the RCRRA reexamine a transit connection through a study of the Riverview Corridor, defined as being between the Union Depot and the Minneapolis-St. Paul Airport/Mall of America, north of the Mississippi River.

On May 7, 2013, the RCRRA passed Resolution R13-19 authorizing the use of \$1,500,000 of RCRRA's fund balance for a Pre-Project Development Study to re-analyze the corridor. The study will determine the benefits, costs and impacts of implementing a higher level of transit investment in the Riverview Corridor and identify a locally preferred alternative for amendment into the region's Long term Comprehensive Plan and advancement through the Federal Transit Administration New Starts process.

On September 24, 2013, the RCRRA approved the membership of a Policy Advisory Committee (PAC). The PAC is geographically balanced, and includes residents, businesses, policy makers and agencies to provide guidance to the Ramsey County Regional Railroad Authority in preparing the Pre-Project Development Study.

On January 28, 2014, the RCRRA passed Resolution R14-06 authorizing the issuance of a Request for Proposals (RFP) for the Riverview Corridor Pre-Project Development Study. The RFP was released on February 5, 2014. Proposals were due on March 12, 2014. Three consultant teams submitted proposals.

A Proposal Review Committee (PRC) was formed to review the consultant proposals. The PRC was comprised of staff from RCRRA, the City of St. Paul, the Minnesota Department of Transportation, the Metropolitan Council and Metro Transit. The two most qualified consultant teams were invited in for interviews. The PRC was impressed by AECOM's written proposal and oral interview and determined that AECOM provided the best combination of firm experience, persons assigned, and ability to meet the project time line and project requirements.

On April 10, 2014 this recommendation to select AECOM was presented to the Riverview Corridor PAC. The PAC unanimously endorsed selecting AECOM and recommended that the RCRRA select AECOM for completion of the Riverview Corridor Pre-Project Development Study.

The Pre-Project Development Study will include significant public involvement as part of the detailed analysis of ridership, cost, and benefit. Of the \$1,500,000 secured for the study, \$1,450,000 has been identified for the Pre-Project Development Study's cost and \$50,000 has been identified for the Strategic Communications Plan. The Riverview Corridor Strategic Communications Plan award is being requested in a separate Request for Board Action.

SUBJECT: Contract for the Riverview Corridor Pre-Project Development Study

ATTACHMENTS:

Competitive Solicitation Summary

PREVIOUS ACTION:

May 7, 2013, Resolution R13-19, authorized the use of \$1,500,000 in Ramsey County Regional Railroad Authority funds for the completion of a Pre-Project Development Study for the Riverview Corridor.

September 24, 2013, Resolution R13-30 approved the membership of a Policy Advisory Committee that is geographically balanced and includes residents, businesses, policy makers and agencies to provide guidance to the Ramsey County Regional Railroad Authority in preparing the Pre-Project Development Study.

January 28, 2014, Resolution R14-06 approved the release of a Request for Proposals for the Riverview Corridor Pre-Project Development Study.

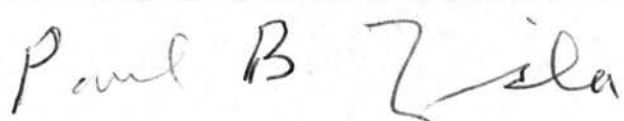
COUNTY MANAGER'S COMMENTS:

Completion of the Riverview Corridor Pre-Project Development Study will be beneficial for the long-term development of a transitway network and implementation of transit improvements in Ramsey County.

SUBJECT: Contract for the Riverview Corridor Pre-Project Development Study

Regional Railroad Authority – Authorized Signature	Date
	4/15/14

Finance – Authorized Signature	Date
	4/14/14

County Attorney – Authorized Signature	Date
	4/14/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Contract for the Riverview Corridor Pre-Project Development Study

Draft Resolution

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

4 WHEREAS, The Riverview Corridor is 12.3 miles long, extending from the Union Depot in
5 downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America in
6 Bloomington; and
7

8 WHEREAS, The Ramsey County Regional Railroad Authority is a member and the fiscal
9 agent of the Riverview Corridor Policy Advisory Committee; and
10

11 WHEREAS, The Ramsey County Regional Railroad Authority initiated the Riverview
12 Corridor Major Investment Transit Study in 1998 and the study was completed in August 2000; and
13

14 WHEREAS, The Ramsey County Regional Railroad Authority in Resolution R00-23, dated
15 November 21, 2000, selected bus rapid transit as the locally preferred alternative for the Riverview
16 Corridor, in the interest of meeting the transit needs in this corridor now and in the future and
17 consistent with St. Paul's recommendation; and
18

19 WHEREAS, On January 23, 2013 the City of St. Paul passed Resolution, RES 13-113,
20 requesting that Ramsey County Regional Railroad Authority reexamine the Riverview Corridor; and
21

22 WHEREAS, On May 7, 2013, the Ramsey County Regional Railroad Authority passed
23 Resolution R13-19 authorizing the use of \$1,500,000 in funding for a Pre-Project Development
24 Study to re-analyze the corridor; and
25

26 WHEREAS, On September 24, 2013, the Ramsey County Regional Railroad Authority
27 passed Resolution R13-30, which approved the membership of a Policy Advisory Committee that
28 is geographically balanced, and includes residents, businesses, policy makers and agencies to
29 provide guidance to the Ramsey County Regional Railroad Authority in preparing the Pre-Project
30 Development Study; and
31

32 WHEREAS, On January 28, 2014 the Ramsey County Regional Railroad Authority passed
33 R14-06 approving the release of a Request for Proposals for the Riverview Corridor Pre-Project
34 Development Study; and
35

36 WHEREAS, A Proposal Review Committee, comprised of staff members from Ramsey
37 County Regional Railroad Authority, the City of Saint Paul, the Minnesota Department of
38 Transportation, Metro Transit, and Metropolitan Council was formed to review the three proposals
39 submitted by consultant firms; and
40

41 WHEREAS, The Proposal Review Committee interviewed the two most qualified consultant
42 teams; and
43

44 WHEREAS, On April 10, 2014 the Riverview Corridor Policy Advisory Committee approved
45 the Proposal Review Committee's recommendation to select AECOM as the consultant with the
46 best combination of firm experience, persons assigned, ability to meet the time line and project
47 requirements and recommended that the Ramsey County Regional Railroad Authority select

5

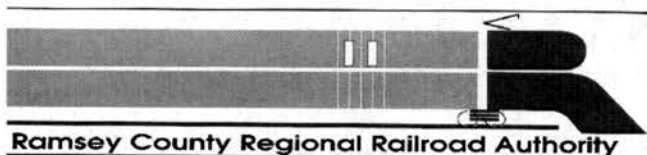
48 AECOM as the consultant to complete the Riverview Corridor Pre-Project Development Study;
49 Now, Therefore, Be It

50
51 RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of
52 AECOM, 800 LaSalle Avenue, Minneapolis, MN 55402, to provide consulting services for the
53 completion of the Riverview Corridor Pre-Project Development Study; And Be It Further
54

55 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
56 execute a contract with AECOM to provide consulting services for the completion of the Riverview
57 Corridor Pre-Project Development Study, for the period of 05/01/14 to 11/30/2015, in an amount
58 not to exceed \$1,450,000, subject to approval by the County Attorney's Office, Ramsey County
59 Regional Railroad Authority, and Finance.

COMPETITIVE SOLICITATION SUMMARY

TITLE RFP RRA502-KV Riverview Corridor Pre-Project Development Study	Program: Ramsey County Regional Railroad Authority Goal: Select the most qualified and experienced firm/team to determine and detail the benefits, costs and impacts of implementing fixed guideway transit in the Riverview Corridor between Union Depot and the MSP International Airport and the Mall of America, and identify a locally preferred alternative.
DATE SENT	February 5, 2014
DATE DUE	March 12, 2014
NUMBER SENT	32 Planholders
RESPONSES Agencies invited for interviews (*)	AECOM Technical Services, Inc. * SRF Consulting Group, Inc. * Stantec Consulting Services, Inc.
REVIEW COMMITTEE	Director, Regional Railroad Authority Transit Project Manager, Regional Railroad Authority Public Communications Manager, Regional Railroad Authority Senior Transportation Planner, Regional Railroad Authority Multimodal Planning Director, MN Dept of Transportation City Planner, City of St. Paul Senior Transportation Planner, Metropolitan Council Senior Transit Planner, Metro Transit
VENDORS RECOMMENDED	AECOM Technical Services, Inc.
OTHER INFORMATION	Review Committee Rating from Criteria in RFP - The team lead by AECOM Technical Services, Inc. was extremely qualified to complete the Pre-Project Development Study. The team demonstrated full understanding of the project and the importance of public engagement and communications. Their national and local experience, ability to engage the public, competence with transit planning and knowledge of federal requirements, available resources and qualification of individuals assigned to the project provided the best consultant team for meeting the project requirements within the timeline and cost.



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **04/22/2014**

Regional Railroad Authority Meeting Date:

SUBJECT: Contract for Strategic Communications for the Riverview Corridor Pre-Project Development Study

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors that benefit Ramsey County residents and businesses. The Metropolitan Council and the Counties Transit Improvement Board have identified the Riverview Corridor for future transitway investments. The Riverview Corridor is 12.3 miles long, extending from Union Depot in downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America in Bloomington. The Riverview Corridor is a key commercial transportation route and is poised for several major redevelopment projects, including the Schmidt Brewery property, Victoria Park (formerly Koch Tank site), the Ford Plant and the US Bank property located at Shepard Road and Davern Street.

In 1998, the RCRRA initiated a Major Investment Study (MIS) for the corridor comparing four major technology alternatives (no build; transportation system management; bus rapid transit; light rail transit). RCRRA completed the MIS in August 2000 and Bus Rapid Transit (BRT) was selected as the locally preferred alternative, which has not been implemented.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve the selection of Davis Communications Management, 213 4th Street, Suite 404, Saint Paul, MN 55101, to provide strategic communication services for the completion of the Riverview Corridor Pre-Project Development Study.
2. Authorize the Chair to execute a contract with Davis Communications Management to provide strategic communications services for the completion of the Riverview Corridor Pre-Project Development Study, for the period of 05/01/14 to 04/30/2015, in an amount not to exceed \$50,000, subject to approval by the County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance.

1

SUBJECT: Contract for Strategic Communications for the Riverview Corridor Pre-Project Development Study

(Executive Summary continued from previous page)

On January 23, 2013 the City of St. Paul passed resolution RES 13-113 requesting that the RCRRA reexamine a transit connection through a study of the Riverview Corridor, defined as being between the Union Depot and the Minneapolis-St. Paul Airport/Mall of America, north of the Mississippi River.

On May 7, 2013, the RCRRA passed Resolution R13-19 authorizing the use of \$1,500,000 of RCRRA's fund balance for a Pre-Project Development Study to re-analyze the corridor. The study will determine the benefits, costs and impacts of implementing a higher level of transit investment in the Riverview Corridor and identify a locally preferred alternative for amendment into the region's Long term Comprehensive Plan and advancement through the Federal Transit Administration New Starts process. A significant public involvement effort is needed to engage and inform the public and stakeholders groups in the corridor about the purpose and goals of the study and to respond to questions and concerns raised during the course of the study.

On September 24, 2013, the RCRRA approved the membership of a Policy Advisory Committee (PAC). The PAC is geographically balanced, and includes residents, businesses, policy makers and agencies to provide guidance to the Ramsey County Regional Railroad Authority in preparing the Pre-Project Development Study.

On January 28, 2014, RCRRA passed Resolution R14-07 authorizing the issuance of a Request for Proposals (RFP) for Strategic Communications for the Riverview Corridor Pre-Project Development Study. The Strategic Communications team will develop a clear statement of the desired outcomes of the study and will work with the Pre-Project Development team to determine the best ways to communicate with the different audiences in the Riverview Corridor. The Strategic Communications team will also develop a branding strategy to clearly identify all communications on the Riverview Corridor study. The RFP was released on February 5, 2014. Proposals were due on March 12, 2014. Three consultant teams submitted proposals.

A Proposal Review Committee (PRC) was formed to review the consultant proposals. The PRC was comprised of staff from RCRRA, the City of St. Paul, the Minnesota Department of Transportation, the Metropolitan Council and Metro Transit. Following proposal review, all three consultants were invited in for interviews. The PRC was impressed by Davis Communications Management's written proposal and enthusiasm for the project in their interview, as well as their knowledge of the corridor and understanding of the challenges in communicating with the different audiences in the corridor. The PRC determined that Davis Communications Management provided the best combination of firm experience, persons assigned, and ability to meet the project time line and project requirements.

On April 10, 2014 this recommendation to select Davis Communications Management was presented to the Riverview Corridor PAC. The PAC unanimously endorsed selecting Davis Communications Management and recommended that the RCRRA select Davis Communications Management to provide Strategic Communications for the Riverview Corridor Pre-Project Development Study.

The Riverview Corridor Strategic Communications will utilize \$50,000 of the \$1,500,000 secured for the Riverview Corridor Pre-Project Development Study. The Riverview Corridor Pre-Project Development Study award is being requested in a separate Request for Board Action.



SUBJECT: Contract for Strategic Communications for the Riverview Corridor Pre-Project Development Study

ATTACHMENTS:

Competitive Solicitation Summary

PREVIOUS ACTION:

May 7, 2013, Resolution R13-19 authorized the use of \$1,500,000 in Ramsey County Regional Railroad Authority funds for the completion of a Pre-Project Development Study for the Riverview Corridor. Of that amount, \$50,000 has been identified for the Strategic Communications Plan.

September 24, 2013, Resolution R13-30 approved the membership of a Policy Advisory Committee that is geographically balanced, and includes residents, businesses, policy makers and agencies to provide guidance to the Ramsey County Regional Railroad Authority in preparing the Pre-Project Development Study.

January 28, 2014, Resolution R14-07 approved the release of a Request for Proposals for Strategic Communications for the Riverview Corridor Pre-Project Development Study.

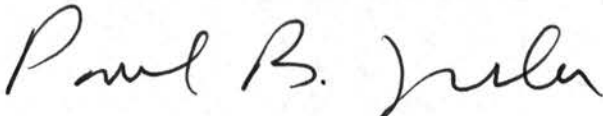
COUNTY MANAGER'S COMMENTS:

Completion of the Riverview Corridor Pre-Project Development Study will be beneficial for the long-term development of a transitway network and implementation of transit improvements in Ramsey County.

SUBJECT: Contract for Strategic Communications for the Riverview Corridor Pre-Project Development Study

Regional Railroad Authority – Authorized Signature	Date
	4/15/14

Finance – Authorized Signature	Date
	4/14/14

County Attorney – Authorized Signature	Date
	4/14/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Contract for Strategic Communications for the Riverview Corridor Pre-Project Development Study

Draft Resolution

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

3
4 WHEREAS, The Riverview Corridor is 12.3 miles long, extending from the Union Depot in
5 downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America in
6 Bloomington; and

7
8 WHEREAS, The Ramsey County Regional Railroad Authority is a member and the fiscal
9 agent of the Riverview Corridor Policy Advisory Committee; and

10
11 WHEREAS, The Ramsey County Regional Railroad Authority initiated the Riverview
12 Corridor Major Investment Transit Study in 1998 and the study was completed in August 2000; and

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14 WHEREAS, The Ramsey County Regional Railroad Authority in Resolution R00-23, dated
15 November 21, 2000, selected bus rapid transit as the locally preferred alternative for the Riverview
16 Corridor, in the interest of meeting the transit needs in this corridor now and in the future and
17 consistent with St. Paul's recommendation; and

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19 WHEREAS, On January 23, 2013 the City of St. Paul passed Resolution RES 13-113,
20 requesting that Ramsey County Regional Railroad Authority reexamine the Riverview Corridor; and

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22 WHEREAS, On May 7, 2013, the Ramsey County Regional Railroad Authority passed
23 Resolution R13-19 which authorizing the use of \$1,500,000 in funding for a Pre-Project
24 Development Study to re-analyze the corridor; and

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27 passed Resolution R13-30, which approved the membership of a Policy Advisory Committee that
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29 provide guidance to the Ramsey County Regional Railroad Authority in preparing the Pre-Project
30 Development Study; and

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32 WHEREAS, On January 28, 2014 the Ramsey County Regional Railroad Authority passed
33 R14-07 approving the release of a Request for Proposals for Strategic Communications for the
34 Riverview Corridor Pre-Project Development Study; and

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36 WHEREAS, A Proposal Review Committee, comprised of staff members from Ramsey
37 County Regional Railroad Authority, the City of Saint Paul, the Minnesota Department of
38 Transportation, Metro Transit, and Metropolitan Council was formed to review the three proposals
39 submitted by consultant firms; and

40
41 WHEREAS, The Proposal Review Committee interviewed the two most qualified consultant
42 teams; and

43
44 WHEREAS, On April 10, 2014 the Riverview Corridor Policy Advisory Committee approved
45 the Proposal Review Committee's recommendation to select Davis Communications Management

5

46 as the consultant with the best combination of firm experience, persons assigned and ability to met
47 the project time line and project requirements and recommended that the Ramsey County
48 Regional Railroad Authority select Davis Communications Management as the consultant to
49 provide strategic communications services for the Riverview Corridor Pre-Project Development
50 Study; Now, Therefore, Be It

51
52 RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of
53 Davis Communications Management, 213 4th Street, Suite 404, Saint Paul, MN 55101, to provide
54 strategic communication services for the completion of the Riverview Corridor Pre-Project
55 Development Study; And Be It Further

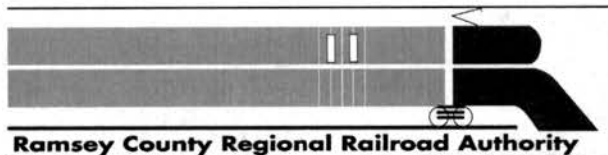
56
57 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
58 execute a contract with Davis Communications Management to provide strategic communications
59 services for the completion of the Riverview Corridor Pre-Project Development Study, for the
60 period of 05/01/14 to 04/30/2015, in an amount not to exceed \$50,000, subject to approval by the
61 County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance.

Attachment

COMPETITIVE SOLICITATION SUMMARY

TITLE RFP RRA503-KV Riverview Corridor Strategic Communications	Program: Ramsey County Regional Railroad Authority Goal: Select the most qualified and experienced firm/team to develop a strategic communications plan for the Riverview Corridor Pre-Project Development Study, including strategic messaging, branding, community relations, social media communication and ongoing engagement with corridor residents, businesses and other stakeholders.
DATE SENT	February 5, 2014
DATE DUE	March 12, 2014
NUMBER SENT	23 Planholders
RESPONSES Agencies invited for interviews (*)	Davis Communications Management, Inc. * Jeff Dehler Public Relations * Zan Associates *
REVIEW COMMITTEE	Director, Regional Railroad Authority Transit Project Manager, Regional Railroad Authority Public Communications Manager, Regional Railroad Authority Senior Transportation Planner, Regional Railroad Authority Multimodal Planning Director, MN Dept of Transportation City Planner, City of St. Paul Senior Transportation Planner, Metropolitan Council Senior Transit Planner, Metro Transit
VENDORS RECOMMENDED	Davis Communications Management, Inc.
OTHER INFORMATION	Review Committee Rating from Criteria in RFP - The team lead by Davis Communications Management, Inc. was extremely qualified to provide strategic communications for the Riverview Corridor Pre-Project Development Study. The team was enthusiastic and demonstrated full understanding of the project. The team also fully understood the project history and the importance of clearly communicating that the Riverview Corridor Study encompasses other studies and transit proposals in the corridor to the public and to the different citizen and business groups. Their experience and knowledge of the corridor stakeholders, available resources and qualification of individuals assigned to the project provided the best consultant team for meeting the project requirements within the timeline and cost.

7



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

REGIONAL RAILROAD AUTHORITY

May 6, 2014

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

.....
ROLL CALL and Call to Order

AGENDA of the May 6, 2014 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the April 22, 2014 Regional Railroad Authority Meeting is presented for approval.

PRESENTATION of Award - Achievement of LEED Gold Certification for the Union Depot reconstruction project.

ADMINISTRATIVE AGENDA

1. Lease Amendment with Jefferson Partners, L.P.

Board Action Requested:

- 1) Approve a lease amendment between Jefferson Partners, L.P. and the Ramsey County Regional Railroad Authority.
- 2) Authorize the Chair to execute the lease amendment in a form to be approved by the County Attorney's Office.

2. Red Rock Alternatives Analysis Update Study

Board Action Requested:

Support the Findings of the Red Rock Corridor Alternatives Analysis Update Study, dated February 27, 2014, which are on file with the Ramsey County Regional Railroad Authority office.

3. Request for Proposals for Strategic Communications for the Rush Line Corridor Pre-Project Development Study

Board Action Requested:

Authorize the issuance of a Request for Proposals for Strategic Communications for the Rush Line Corridor, in accordance with the County policies and procedures on Requests for Proposals, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant from the Rush Line Corridor Policy Advisory Committee.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

April 24, 2014

22
The Ramsey County Regional Railroad Authority met with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, Ortega – 7. Absent: 0. Also present were Julie Kleinschmidt, County Manager and Paul Zisla, Assistant County Attorney, Ramsey County Attorney's Office.

Chair Ortega called the meeting to order at 10:12 A.M.

AGENDA

Commissioner Carter moved approval of the Agenda of the April 22, 2014 Regional Railroad Authority Meeting, seconded by Commissioner McGuire. Roll Call: Ayes – Reinhardt, Rettman, Carter, Huffman, McDonough, McGuire, Ortega – 7. Nays – 0.

MINUTES

Commissioner Huffman moved approval of the Minutes of the ^{March 18} ~~February 25~~, 2014 Regional Railroad Authority Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – Reinhardt, Rettman, Carter, Huffman, McDonough, McGuire, Ortega – 7. Nays – 0.

1. Contract for the Riverview Corridor Pre-Project Development Study

Commissioner McDonough moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Reinhardt, Rettman, Carter, Huffman, McDonough, McGuire, Ortega – 7. Nays – 0. (R14-11)

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

WHEREAS, The Riverview Corridor is 12.3 miles long, extending from the Union Depot in downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America in Bloomington; and

WHEREAS, The Ramsey County Regional Railroad Authority is a member and the fiscal agent of the Riverview Corridor Policy Advisory Committee; and

WHEREAS, The Ramsey County Regional Railroad Authority initiated the Riverview Corridor Major Investment Transit Study in 1998 and the study was completed in August 2000; and

WHEREAS, The Ramsey County Regional Railroad Authority in Resolution R00-23, dated November 21, 2000, selected bus rapid transit as the locally preferred alternative for the Riverview Corridor, in the interest of meeting the transit needs in this corridor now and in the future and consistent with St. Paul's recommendation; and

WHEREAS, On January 23, 2013 the City of St. Paul passed Resolution, RES 13-113, requesting that Ramsey County Regional Railroad Authority reexamine the Riverview Corridor; and

WHEREAS, On May 7, 2013, the Ramsey County Regional Railroad Authority passed Resolution R13-19 authorizing the use of \$1,500,000 in funding for a Pre-Project Development Study to re-analyze the corridor; and

WHEREAS, On September 24, 2013, the Ramsey County Regional Railroad Authority passed Resolution R13-30, which approved the membership of a Policy Advisory Committee that is geographically balanced, and includes residents, businesses, policy makers and agencies to provide guidance to the Ramsey County Regional Railroad Authority in preparing the Pre-Project Development Study; and

WHEREAS, On January 28, 2014 the Ramsey County Regional Railroad Authority passed R14-06 approving the release of a Request for Proposals for the Riverview Corridor Pre-Project Development Study; and

WHEREAS, A Proposal Review Committee, comprised of staff members from Ramsey County Regional Railroad Authority, the City of Saint Paul, the Minnesota Department of Transportation, Metro Transit, and Metropolitan Council was formed to review the three proposals submitted by consultant firms; and

WHEREAS, The Proposal Review Committee interviewed the two most qualified consultant teams; and

WHEREAS, On April 10, 2014 the Riverview Corridor Policy Advisory Committee approved the Proposal Review Committee's recommendation to select AECOM as the consultant with the best combination of firm experience, persons assigned, ability to meet the time line and project requirements and recommended that the Ramsey County Regional Railroad Authority select AECOM as the consultant to complete the Riverview Corridor Pre-Project Development Study; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of AECOM, 800 LaSalle Avenue, Minneapolis, MN 55402, to provide consulting services for the completion of the Riverview Corridor Pre-Project Development Study; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute a contract with AECOM to provide consulting services for the completion of the Riverview Corridor Pre-Project Development Study, for the period of 05/01/14 to 11/30/2015, in an amount not to exceed \$1,450,000, subject to approval by the County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance.

2. Contract for Strategic Communications for the Riverview Corridor Pre-Project Development Study

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Carter. Roll Call: Ayes – Reinhardt, Rettman, Carter, Huffman, McDonough, McGuire, Ortega – 7. Nays–0. (R14-12)

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

WHEREAS, The Riverview Corridor is 12.3 miles long, extending from the Union Depot in downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America in Bloomington; and

WHEREAS, The Ramsey County Regional Railroad Authority is a member and the fiscal agent of the Riverview Corridor Policy Advisory Committee; and

WHEREAS, The Ramsey County Regional Railroad Authority initiated the Riverview Corridor Major Investment Transit Study in 1998 and the study was completed in August 2000; and

WHEREAS, The Ramsey County Regional Railroad Authority in Resolution R00-23, dated November 21, 2000, selected bus rapid transit as the locally preferred alternative for the Riverview Corridor, in the interest of meeting the transit needs in this corridor now and in the future and consistent with St. Paul's recommendation; and

WHEREAS, On January 23, 2013 the City of St. Paul passed Resolution RES 13-113, requesting that Ramsey County Regional Railroad Authority reexamine the Riverview Corridor; and

WHEREAS, On May 7, 2013, the Ramsey County Regional Railroad Authority passed Resolution R13-19 which authorizing the use of \$1,500,000 in funding for a Pre-Project Development Study to re-analyze the corridor; and

WHEREAS, On September 24, 2013, the Ramsey County Regional Railroad Authority passed Resolution R13-30, which approved the membership of a Policy Advisory Committee that is geographically balanced, and includes residents, businesses, policy makers and agencies to provide guidance to the Ramsey County Regional Railroad Authority in preparing the Pre-Project Development Study; and

WHEREAS, On January 28, 2014 the Ramsey County Regional Railroad Authority passed R14-07 approving the release of a Request for Proposals for Strategic Communications for the Riverview Corridor Pre-Project Development Study; and

WHEREAS, A Proposal Review Committee, comprised of staff members from Ramsey County Regional Railroad Authority, the City of Saint Paul, the Minnesota Department of Transportation, Metro Transit, and Metropolitan Council was formed to review the three proposals submitted by consultant firms; and

WHEREAS, The Proposal Review Committee interviewed the two most qualified consultant teams; and

WHEREAS, On April 10, 2014 the Riverview Corridor Policy Advisory Committee approved the Proposal Review Committee's recommendation to select Davis Communications Management as the consultant with the best combination of firm experience, persons assigned and ability to met the project time line and project requirements and recommended that the Ramsey County Regional Railroad Authority select Davis Communications Management as the consultant to provide strategic communications services for the Riverview Corridor Pre-Project Development Study; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of Davis Communications Management, 213 4th Street, Suite 404, Saint Paul, MN 55101, to provide strategic communication services for the completion of the Riverview Corridor Pre-Project Development Study; And Be It Further

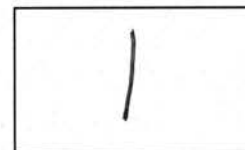
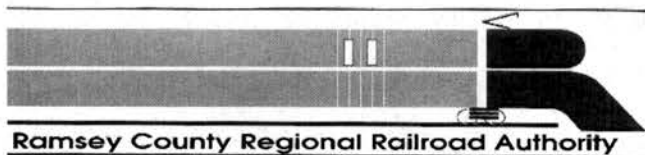
RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute a contract with Davis Communications Management to provide strategic communications services for the completion of the Riverview Corridor Pre-Project Development Study, for the period of 05/01/14 to 04/30/2015, in an amount not to exceed \$50,000, subject to approval by the County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance.

CORRIDOR UPDATES

- Rush Line
Commissioner Reinhardt reported that the first Rush Line Policy Advisory Committee (PAC) meeting was held last week on Thursday, April 17. The Rush Line PAC consists of the Rush Line Task Force (Task Force) members as well as other outside partners. The Task Force asked the Rush Line PAC to give a recommendation on a logo for Rush Line as the corridor progresses. A logo was selected based on majority rule. This is important for the branding of this 80 mile corridor, and public input is crucial to the success of the corridor.
- 35W N
Commissioner McGuire reported that the 35W N Corridor Coalition is in conversations, and that a meeting is taking place this evening with north metro mayors and legislators to discuss the efforts along 35 W and in the north metro area.
- Red Rock
Commissioner Rettman reported that the Red Rock Corridor Commission plans to meet this week and that the RCRRA will likely have an upcoming item related to the Red Rock Corridor Alternatives Analysis Update study.
- Union Depot
Chair Ortega reported that Agency Nord, an event planning and public relations agency, moved its headquarters into a space in the head house of the Union Depot. On April 15 they had a ribbon cutting and open house event promoting their new space.

ADJOURNMENT

There being no further business, Chair Ortega declared the meeting adjourned at 10:20 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 05/06/2014

Regional Railroad Authority Meeting Date:

SUBJECT: Lease Amendment with Jefferson Partners, L.P.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) renovated Union Depot into a multi-modal transit and transportation hub with space for use by intercity passenger bus services. Jefferson Partners, L.P., operating under the name of Jefferson Lines, entered into a lease with RCRRA in January, 2013. The lease addresses space at Union Depot for office use, passenger services, ticketing, baggage, use of the driveways and two bus bays to provide intercity passenger bus service.

A lease amendment has been negotiated to enable Jefferson to have a cooperative agreement with Greyhound Lines, Inc. for coordinated passenger bus service using space Jefferson Partners leases at Union Depot. Jefferson will be able to coordinate with Greyhound for Greyhound to offer ticketing, scheduling and passenger services at Union Depot and use the driveways and bus bays for its intercity passenger buses within the terms and condition of the existing Jefferson lease. Jefferson will pay a bus departure fee to RCRRA for the additional Greyhound buses in the amount of \$150 per bus per month. The fee for the initial bus departure schedule of four Greyhound buses will be \$600 per month. The amendment will be effective May 10, 2014. The amendment also conforms the lease to the Use Contract requirements of the State GO Bond financing used to renovate Union Depot by adding statements referring to RCRRA's agreement with the State of Minnesota for the financing and characterizing the term of the lease in the manner required by the State of Minnesota. The draft lease amendment is attached to this Request for Action. Due to time constraints in meeting the effective date of the amendment, RCRRA needs to act on the amendment before it has been executed by Jefferson Partners. Minor changes in wording may occur, as approved by the County Attorney's Office.

ACTION REQUESTED

1. Approve a lease amendment between Jefferson Partners, L.P. and the Ramsey County Regional Railroad Authority.
2. Authorize the Chair to execute the lease amendment in a form to be approved by the County Attorney's Office.

SUBJECT: Lease Amendment with Jefferson Partners, L.P.

ATTACHMENTS:

Draft Lease Amendment between RCRRA and Jefferson Partners, L.P.

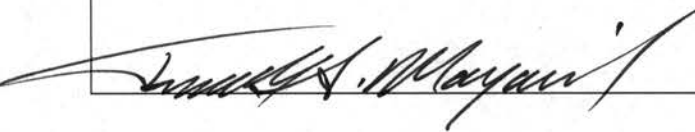
PREVIOUS ACTION:

Lease Agreement between RCRRA and Jefferson Partners, L.P. was approved by the Board per Resolution R12-45 on December 18, 2012.

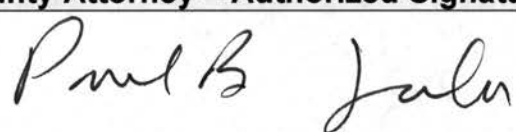
COUNTY MANAGER'S COMMENTS:

Approval of the Lease Amendment with Jefferson Partners, L.P. will enable additional bus service providers, specifically Greyhound Lines, to operate at Union Depot and for the increased intercity passenger bus service to contribute to increased transportation services and foot traffic at Union Depot.

SUBJECT: Lease Amendment with Jefferson Partners, L.P.

Regional Railroad Authority – Authorized Signature	Date
	4/30/14

Finance – Authorized Signature	Date
	4/28/14

County Attorney – Authorized Signature	Date
	4/29/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Lease Amendment with Jefferson Partners, L.P.

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union
2 Depot Multi-Modal Transportation and Transit Hub to serve all transportation modes as well as
3 events and office tenants; and
4

5 WHEREAS, Jefferson Partners, L.P. operates an intercity passenger bus service company
6 that leases space at Union Depot; and
7

8 WHEREAS, A lease amendment has been negotiated between the Ramsey County
9 Regional Railroad Authority and Jefferson Partners, L.P. for other intercity passenger bus services,
10 specifically Greyhound Lines, Inc. to use of the space Jefferson Partners leases at Union Depot;
11 and
12

13 WHEREAS, The lease amendment incorporates the Use Contract requirements of the State
14 GO Bond financing used to renovate Union Depot in accordance with the Ramsey County
15 Regional Railroad Authority's agreement with the State of Minnesota; Now, Therefore, Be It
16

17 RESOLVED, The Ramsey County Regional Railroad Authority approves a lease
18 amendment between Jefferson Partners, L.P. and the Ramsey County Regional Railroad
19 Authority; and Be It Further
20

21 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
22 execute the lease amendment in a form to be approved by the County Attorney's Office.

DRAFT

Attachment

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is made as of the ____ day of May, 2014, and is by and between Ramsey County Regional Railroad Authority, a political subdivision of the state of Minnesota ("RCRRA" or "Landlord"), and Jefferson Partners, L.P., a Delaware limited partnership ("Tenant").

RECITALS

- A. Under the authority of Minnesota Statutes Chapter 398A RCRRA has been given the authority to provide for the preservation and improvement of local rail service for agriculture, industry or passenger traffic (the "Governmental Program").
- B. RCRRA has improved and operates the building and other improvements located at 214 4th Street East, St. Paul, Minnesota commonly known as "Union Depot" as a multi-modal transit and transportation hub in furtherance of and to conduct the Governmental Program.
- C. Under the provisions contained in Laws of Minnesota 2001, Chapter 93, Sec. 11, Subd. 5 (the "G.O. Bonding Legislation") the State of Minnesota has allocated \$9,767,500 (the "G.O. Grant"), which has been given to RCRRA (the "Public Entity") to assist in certain capital improvements and betterments located at Union Depot, as more particularly described and specified in the Amended and Restated Grant Agreement for Project No. 091-595-028 (the "Grant Agreement") dated November 10, 2011 and providing that RCRRA, as the Public Entity, operate the Governmental Program at Union Depot and more specifically at the "Facility", as more particularly described in the Grant Agreement.
- D. In furtherance of the Governmental Program, RCRRA, as Landlord, and Tenant entered into a Lease dated as of January 11, 2013 for the Premises located at Suite K100, Union Depot (the "Lease") for Tenant to use the Premises for an office, passenger services, ticketing and baggage handling for Tenant's passenger bus service (the "Lease"). The Lease provides that Tenant shall have access to use of the driveways and two bus bays of Union Depot for use in Tenant's bus service ("Tenant's Bus Service").
- E. Tenant operates its passenger bus service in conjunction with and coordinated with intercity passenger bus service managed and operated by passenger bus service providers with operating agreements by and between Tenant and the service provider, including specifically Greyhound Lines, Inc., a Delaware corporation (the "Associated Provider").
- F. RCRRA and Tenant desired and intended to enable and allow Tenant to include in the services it provides at Union Depot ticketing, scheduling and passenger services by, on behalf of and coordinated with the passenger bus services provided by the Associated Provider, to have the effect, and for the purpose, of expanding the use of the Premises and Union Depot provided for in the Lease

(collectively, the "Expanded Service"). The Expanded Service is consistent with Tenant's Bus Service, complementary of that service, and of the same nature and kind as Tenant's Bus Service, and is in accordance with Tenant's Interlining Agreement and other agreements with Associated Provider.

- G. To enable Tenant to have the Expanded Service at the Premises and Union Depot, RCRRA, as Licensor, and Tenant, as Licensee, entered into that certain License Agreement dated as of March 10, 2014 (the "License") with respect to "Licensee's Bus Service" (as defined in the License) and the bus service of the Associated Provider. The use provided in the License is the "Licensee's Use" and the portion of Union Depot licensed for use by the License is the "License Area" and the facilities licensed for use by the License are the "Licensed Facilities" consisting of the License Area, the driver break room ("Driver Facilities") and access to the digital signs for providing information regarding passenger bus schedules and related information ("Signage"). The License Area consists of a driveway, bus turnaround and driveway area, bus bays and passenger loading and unloading zones suitable for support of intercity passenger bus service. The License provides the terms and conditions for having the Expanded Service at the Premises, the License Area and Union Depot.
- H. The License expires May 9, 2014.
- I. RCRRA, as Landlord, and Tenant desire and intend to amend the Lease for the Lease to provide for and enable the Expanded Service to be provided at Union Depot upon the termination of the License, all upon the terms and conditions and with the rights and obligations as set forth and provided in the Lease.
- J. RCRRA and Tenant also desire and intend that the Lease be in furtherance of and conform to the applicable requirements for "Use Contracts" as defined and provided for in the Grant Agreement, and to amend the Lease to conform the Lease to those requirements.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises in this First Amendment and other good and valuable consideration, Landlord and Tenant agree as follows:

- 1. **Amendment.** The Lease shall be amended as follows and the term "Lease" shall mean the Lease as amended by this First Amendment.
- 2. **Recitals.** The Recitals set forth above are incorporated herein.
- 3. **Use.** Section 6.1 of the Lease is amended by adding the following:

Tenant may, at Tenant's election, use the Premises in such manner as to operate Tenant's Bus Service at Union Depot in conjunction with and coordinated with intercity passenger bus service managed and operated by Associated Provider in accordance with Tenant's Interlining Agreement and other agreements with Associated Provider. Any and all such use by Associated Provider shall in all respects be subject and subordinate to each and every term and condition of this Lease, and Associated Provider is a permitted user of Union Depot. Associated

Provider is not a subtenant or assignee of Tenant of or with respect to this Lease. The agreements of Landlord in this Section 6.1 shall not be construed as consent to an assignment or sublet pursuant to Section 14.1 of the Lease or otherwise to Associated Provider in any respect, and shall not be construed as a waiver or modification of any of Landlord's rights under Section 14.1 or of Tenant's obligations thereunder. The use of the Premises and any of Union Depot by Associated Provider shall be for the purpose of the Expanded Service and shall not be to replace the use of the Premises or any of Union Depot by Tenant as the Tenant under the Lease. Use of the driveways, passenger loading and unloading areas, bus bays and related improvements by Tenant for Bus Departures (as defined in Section 6 below of this First Amendment) that exceed the number of 16 per day shall be in accordance with Section 6 below of this First Amendment. Associated Provider may: (i) use the access and passenger and bus service area shown on attached **Exhibit A1** for intercity passenger buses to enter the Property (as defined in the Data Sheet of this Lease) for passenger loading and unloading, baggage handling and parcel delivery (the "Bus Facilities"), (ii) use the driver only restroom and break room facilities located at Union Depot as shown on attached **Exhibit A2** ("Driver Facilities"); and (iii) use the digital signs at Union Depot for the purpose of providing information regarding passenger bus schedules and related matters, in accordance with the procedures, requirements and rules and regulations of RCRRA then in effect (the "Signage"). Tenant shall have the right to have joint operations with Associated Provider within the Premises, subject to all the terms and conditions of the Lease. Associated Provider shall use the Premises only pursuant to the terms and conditions of this Lease and only as Tenant's permittee. The Premises shall be staffed as a ticket and passenger service office continuously each day beginning a reasonable time before the first to occur of a bus arrival and Bus Departure each day through the time of the last to occur of a Bus Departure and bus arrival each day.

4. **Term.** Paragraph (k) of the Data Sheet is deleted and not replaced and paragraphs (o) and (m) of the Data Sheet are replaced and superseded by the following:

- (o) "Term" or "Lease Term": The term of this Lease ("Term" or "Lease Term") is a period of twenty (20) years commencing on the Commencement Date of January 14, 2013, and terminating on the Termination Date, except as may be provided in Section 2.2 below, and except that Tenant shall have the right to terminate the Lease before the expiration of the Term ("Early Termination") as follows:
 - (i) On or before the date that is after the first day of the tenth (10th) year of the term (January 1, 2022) and before the first day of the calendar month that is at least three months before the last day of the tenth (10th) year of the term (October 1, 2022) ("First Early Termination Period"), Tenant may deliver a written notice to Landlord stating that Tenant elects to terminate this Lease effective the last day of the 10th year of the Term, ("First Date of Early Termination"), which First Date of Early Termination shall be December 31, 2022.

(ii) On or before the date that is after the first day of the fifteenth (15th) year of the term (January 1, 2027) and before the first day of the calendar month that is at least three months before the last day of the fifteenth (15th) year of the term (October 1, 2027) ("Second Early Termination Period") Tenant may deliver a written notice to Landlord stating that Tenant elects to terminate this Lease effective the last day at the end of the 15th year of the Term ("Second Date of Early Termination"), which Second Date of Early Termination shall be December 31, 2027.

(m) "Termination Date": December 31, 2032, unless Tenant terminates this Lease on the Date of Early Termination in accordance with sub-paragraph (o)(i) or sub-paragraph (o)(ii) of the Data Sheet of this Lease.

5. **Rent During the Extension Term.** Section 3.11 of the Lease is deleted and is not replaced.

6. **Bus Departure Fee.** The following is added to Section 3 of the Lease.

3.13. Bus Departure Fee. In addition to all other amounts due from Tenant to Landlord as provided in this Lease, Tenant shall pay to Landlord each month on or before the date Rent is otherwise due and in advance for the next ensuing month as an item of Additional Rent a "Bus Departure Fee" determined and paid as follows:

The Bus Departure Fee shall be paid by Tenant and shall be based on the number of Tenant's and Associated Provider's scheduled bus departures from the License Area ("Bus Departures") for the month for which the Bus Departure Fee is due and payable. The term "Bus Departure" shall mean the same as an arrival where a passenger bus of Tenant or of Associated Provider arrives at Union Depot to unload passengers, packages or otherwise, but does not load passengers or packages for departure from Union Depot. Bus Departures shall be determined independently for Tenant ("Tenant Bus Departure") and Associated Provider ("Associated Provider Bus Departure"). The Bus Departure Fee shall be based on the number of Bus Departures scheduled each day and if more than one bus departs at the same scheduled time having the same sole and final destination, the number of departures shall be the same as the number of buses that actually depart. The Bus Departure Fee shall be based on published departure schedules provided that the payments shall be calculated not to be less than the amount based on the published departures (or arrivals if not matched with a departure) and shall be adjusted to be equal to the actual number if the number of actual departures exceeds the schedule. Tenant shall submit to RCRRA a copy of the published arrival and departure schedules as they become available for Tenant and for Associated Provider. RCRRA shall have the right to conduct an independent audit of departures from Union Depot for the purpose of verifying Bus Departure Fees paid by Tenant.

Tenant shall be allowed up to 16 Tenant Bus Departures each day of the Term without additional charge or payment of any Bus Departure Fee. Tenant Bus Departures in excess of 16 a day shall require review and approval by RCRRA

based on availability of bus bays. Tenant shall have access to two bus bays. Tenant shall not be required to pay a Bus Departure Fee if the number of Tenant Bus Departures exceeds 16 a day unless the number of Bus Departures (those of Tenant plus those of Associated Provider) exceeds the number that can be safely and reasonably accommodated using the two bus bays, in which event if, with the consent of RCRRA following RCRRA's determination that additional bus bays are available and are approved for use by RCRRA, Tenant uses an additional bus bay Tenant shall pay a Bus Departure Fee with respect to the Tenant Bus Departures that exceed 16 a day ("Excess Tenant Bus Departure"), determined at the rate of \$150.00 a month for each Excess Tenant Bus Departure.

Associated Provider shall be allowed up to 4 Associated Provider Bus Departures each day for the rate of \$600.00 each month. Each Associated Provider Bus Departure (daily average for the month) in excess of 4 shall result in an additional Bus Departure Fee of \$150.00 per month. Associated Provider Bus Departures in excess of 8 a day shall require review and approval by RCRRA based on availability of bus bays.

The amount of the Bus Departure Fee stated above (\$600 each month and \$150 each month for each Associated Provider Bus Departure in excess of 4 and \$150 each month for each Excess Tenant Bus Departure) shall increase by 3% each year with the first adjustment to take place January 1, 2015 and continuing thereafter on January 1 of each year.

7. **Base Rent.** Paragraph (h) of the Data Sheet is amended by deleting "Starting 1/1/2016: Base Rent shall be adjusted as of January 1, 2016, 2019, and 2022 in accordance with the changes in the Consumer Price Index as provided on Exhibit C ("CPI Adjustment")" and inserting the following:

"Starting 1/1/2016: Base Rent shall be adjusted as of January 1, 2016, 2019, 2022, 2025, 2028 and 2031 in accordance with the changes in the Consumer Price Index as provided on Exhibit C ("CPI Adjustment")."

8. **Compliance with Law.** Tenant is aware of, and agrees to comply with, Federal Transit Administration Section 5311(f) requirements including full and open access by other inter-city bus operators.

9. **G.O. Grant.** The Following is added to the Lease as Sections 26.18, 26.19, and 26.30:

26.18. **G.O. Grant.** In furtherance of the Governmental program, as defined in the Recitals of this Lease, RCRRA received the G.O. Grant. The term "G.O. Bonds" means the portion of the state general obligation bonds issues under the authority granted in Article XI, Section 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the G.O. Grant. Upon direction of the Commissioner of the Minnesota Department of Management and Budget, and any designated representative thereof, RCRRA and Licensee shall, upon direction by the Commissioner, take such actions and furnish such documents to the

Commissioner as the Commissioner determines to be necessary to ensure that the interest to be paid upon the G. O. Bonds is exempt from federal income taxation.

26.19. Workforce Centers. Tenant shall list any vacant or new positions it may have at Union Depot with State of Minnesota Workforce Centers as required by Minnesota Statutes, Section 116L.66, that exists as of the date of the Grant Agreement, and as it may be subsequently be amended, modified or replaced from time to time, for the term of this Lease.

26.30. Termination of the Government Program. During the term of the Grant Agreement the following shall apply: this Agreement shall automatically and immediately terminate upon a termination of the Governmental Program or a change in the Governmental Program that no longer allows RCRRA to own or operate the Facility for the Governmental Program.

10. Exhibit A. The legal description of the Property (as defined in the Data Sheet) on Exhibit A attached to the Lease is deleted and replaced with Exhibit B to First Amendment attached to this First Amendment.

11. Signs. Section 9.4 of the Lease is amended to provide that the signs installed by Tenant at the Premises may include signage identifying Associated Provider as long as the signage conforms to the requirements of Section 9.4 with respect to all signs at the Premises, and Section 9.4 is also amended to add:

Landlord intends to develop directional signage within Union Depot and also bus loading signage. Tenant shall provide Landlord with current schedule information regarding Tenant and Associated Provider consistently with the reasonable requirements of Landlord, as established from time to time, and Landlord will include the information in the Union Depot electronic sign system as established and operated by Landlord and bus loading signage in accordance with the procedures and practices as Landlord may establish from time to time. Associated Provider will be allowed to have its own static sign within the Premises if Associated Provider, or Tenant, pays all costs of the sign, the sign installation and the sign set up and the signage conforms to all sign requirements of this Lease. Associated Provider will be allowed to use a dedicated electronic schedule display on the signage system at Union Depot if Associated Provider, or Tenant, pays all costs of the sign, the sign installation and the sign set up and the signage conforms to all sign requirements of this Lease, including the procedures and practices Landlord may establish from time to time.

12. Releases and Indemnity. Section 10 of the Lease is amended by replacing Sections 10.1, 10.2 and 10.3 with the following:

10.1 Tenant's Indemnification. Tenant agrees to indemnify Landlord, its officials, employees, and agents, harmless against and from any and all liability claim, loss, cost, damages, expense or action, by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from Tenant's or Associated Provider's occupancy or use of the Premises or any of Union Depot,

the execution, performance, or breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease (or by anyone claiming by or through Tenant including Associated Provider), or arising from any act or negligence, gross negligence or willful misconduct on the part of Tenant, or its agents, contractors, employees, licensees, or invitees, or Associated Provider or its agents, contractors, employees, licensees, or invitees or arising from any accident, injury or damage to the extent caused by Tenant, its agents, or employees, or by Associated Provider or its agents or employees, to any person, firm or corporation (or similar entity) occurring during the Term of this Lease or any renewal or extension thereof, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or action or proceeding which may be brought thereon; and in case any action or proceeding be brought against Landlord, its officials, employees or agents by reason of any such claim, Tenant, upon notice from Landlord, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord.

10.2 Tenant's Waiver. Tenant agrees, to the extent not expressly prohibited by law, that Landlord, its officials, employees and agents shall not be liable and Tenant waives for itself and anyone claiming by or through Tenant (including Associated Provider) all claims for damage to property and business sustained during the Term of this Lease by Tenant, or anyone claiming by or through Tenant (including Associated Provider), occurring in or about Union Depot, resulting directly or indirectly from any existing or future condition, defect, matter or thing in the Premises, Union Depot, or any part thereof, or from equipment or appurtenances becoming out of repair or from accident, or from any occurrence or act or omission of Landlord, its officials, employees or agents, or any tenant or occupant of Union Depot or any other person, unless caused by the negligence or intentional act of Landlord, its agents or employees. This Section 10.2 shall apply especially, but not exclusively, to damage caused as aforesaid or by the flooding of basements or other subsurface areas, or by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, or other material that is incorporated in Union Depot, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally, whether any such damage results from the act or omission of other tenants, licensees or occupants or users of Union Depot or any other persons, and whether such damage be caused by or result from any of the aforesaid, or shall be caused by or result from other circumstances of a similar or dissimilar nature.

10.3 Tenant's Liability. All property in the Premises or in, on or about Union Depot, belonging to Tenant, its agents, employees, invitees, or Associated Provider or its agents, employees or invitees, or otherwise located at the Premises, shall be at the risk of Tenant only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof and Tenant agrees to defend and hold Landlord, its officials, employees and agents harmless and indemnify them against claims and liability for injuries to such property.

13. **Insurance.** Section 11.3 of the Lease is replaced and superseded by the following:

11.3 **Tenant's Insurance.** Tenant shall purchase and maintain such insurance as will protect Tenant and anyone claiming by or through Tenant (including Associated Provider) from claims which may arise out of, or result from Tenant's operations or those of Associated Provider, whether such operations are by Tenant or any subcontractor or permittee (including Associated Provider), or by anyone directly employed by them, or by anyone for whose acts or omissions any one of them may be liable. Tenant and during any time period when Associated Provider is operating at Union Depot pursuant to this Lease Associated Provider shall each secure the following coverages and comply with all provisions of Section 11 of this Lease. Certificates of Insurance shall be issued evidencing such coverage to RCRRA throughout the Term of this Lease. This Section 11.3 establishes minimum insurance requirements, and it is the sole responsibility of Tenant and Associated Provider to each purchase and maintain Associated insurance that may be necessary in connection with this Lease.

(a) Fire and All-Risk Property Insurance.

- i. Coverage shall be written on a replacement cost basis for any personal property and/or improvements or betterments of the Tenant or Associated Provider at Union Depot.
- ii. Tenant for itself and for any party claiming by and through Tenant (each a "Waiving Party", which includes Associated Provider by using any of Union Depot pursuant to this Lease or any agreement between Tenant and Associated Provider), hereby waives and releases RCRRA, its employees, agents, officials, and officers from all claims, liability and causes of action for loss, damage to or destruction of any of the Waiving Party's property resulting from fire or other perils covered in the standard property insurance coverage. Each Waiving Party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against RCRRA. RCRRA shall have no liability whatsoever with respect to any of a Waiving Party's equipment or personal property of any kind.

(b) Commercial General Liability Insurance.

- i. Amounts
 1. \$5,000,000 per occurrence
 2. \$5,000,000 aggregate

3. \$2,000,000 products/completed operations total limit
4. \$5,000,000 personal injury and advertising liability
5. \$5,000 per person medical payment
6. \$100,000 fire legal

ii. This policy is to be written as acceptable to RCRRA.

iii. RCRRA, its agent Jones Lang LaSalle Americas, Inc, Ramsey County and their officials, employees and agents shall be added to the policy as additional insured, using ISO form CG 20 11 or its equivalent.

(c) Automobile Insurance.

i. Coverage shall be provided for hired, non-owned and owned auto.

ii. Minimum limits: \$5,000,000 combined single limit.

(d) Workers' Compensation as required by Minnesota Statutes.

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

(e) Certificates of Insurance shall provide that the insurance company gives RCRRA thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy. All Certificates of Insurance must indicate if the policy is issued pursuant to these requirements. Tenant and Associated Provider shall not use the Premises or any of Union Depot pursuant to this Lease until each has obtained the required insurance and filed an acceptable Certificate(s) of Insurance with RCRRA. 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. Copies of insurance policies shall be submitted to the RCRRA upon request.

(f) Nothing in this Lease shall constitute a waiver of any statutory or common law immunities, limits, or exceptions on liability.

14. **Affirmation of Lease.** Except as amended by this First Amendment, all terms and conditions of the Lease shall remain unchanged and in full force and effect.

15. **Effective Date.** This First Amendment shall only be effective upon execution hereof by both parties.

IN WITNESS WHEREOF, the parties have caused this First Amendment to amend the Lease on the terms and conditions set forth herein as of the day and year first written above.

LANDLORD:

TENANT:

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

JEFFERSON PARTNERS, L.P.
By JEFFERSON BUS COMPANY, a Minnesota
Corporation, General Partner

Rafael E. Ortega, Chair

Steve Woelfel, President

Date: _____

Date: _____

Approval recommended

Timothy A. Mayasich, Director
Ramsey County Regional Railroad Authority

Date: _____

Approved as to form and insurance:

By: _____
Assistant Ramsey County Attorney

Date: _____

EXHIBIT A
LICENSE AREA (Outlined in red)

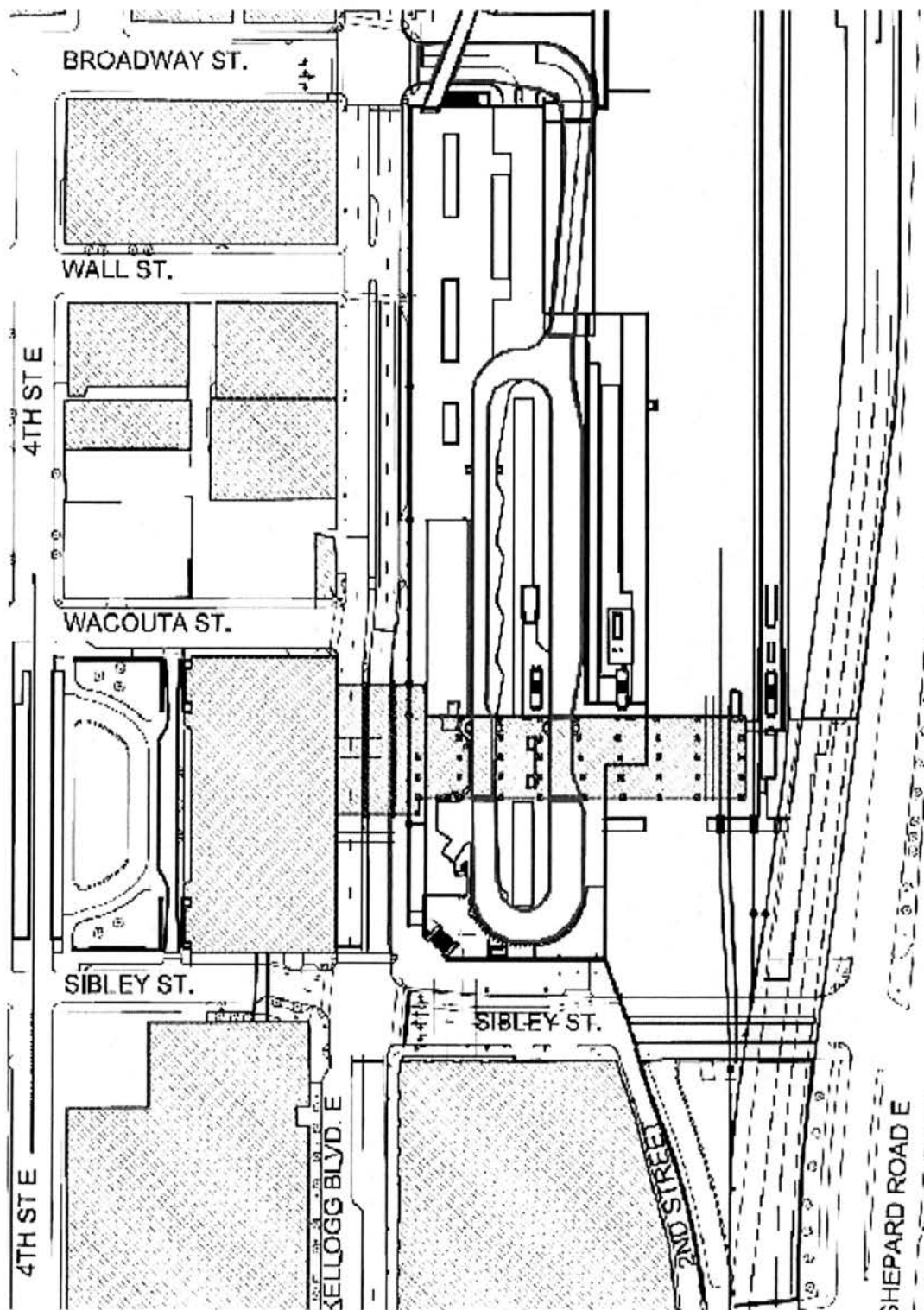


EXHIBIT A2
DRIVER FACILITIES (Outlined in red)

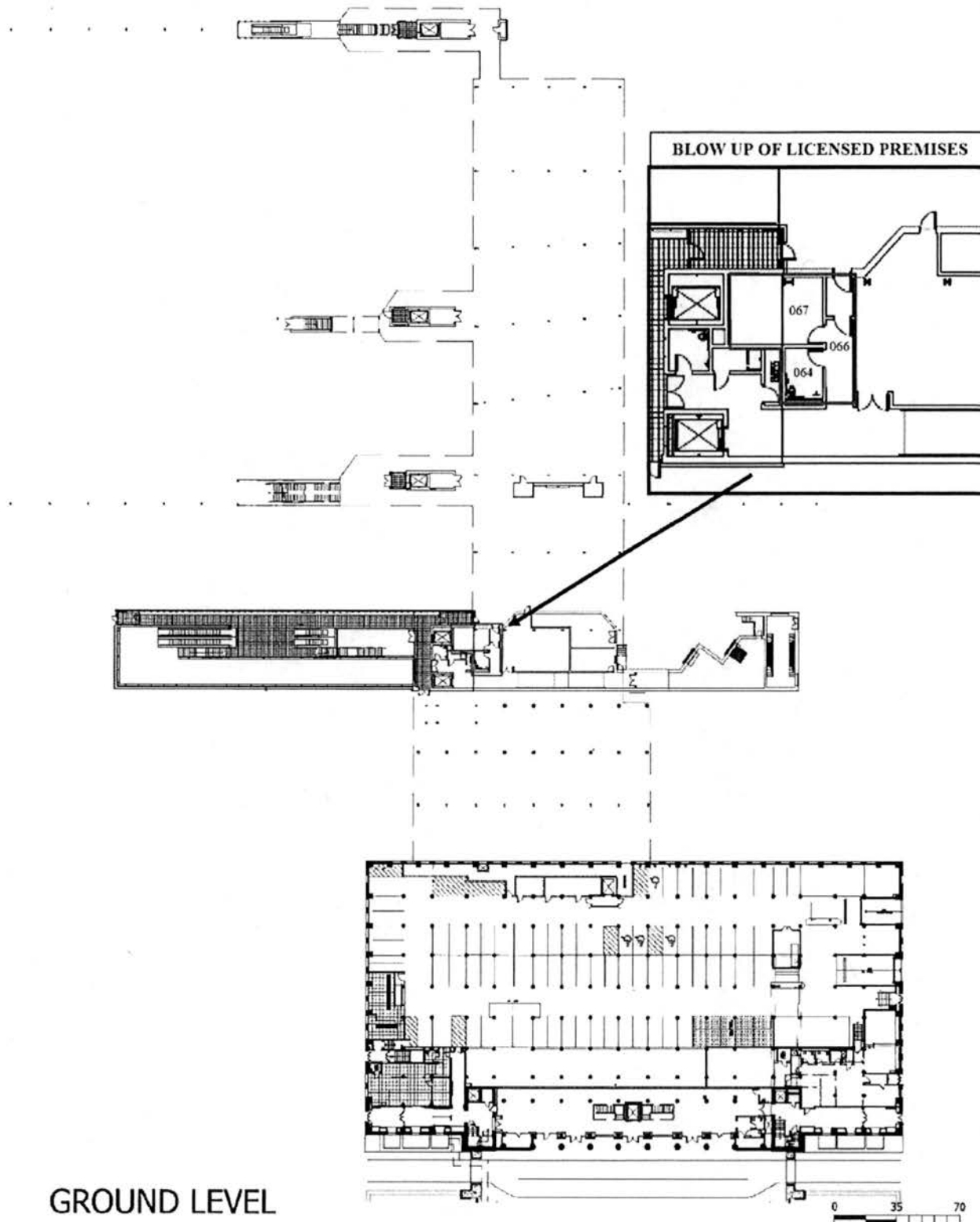


EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

Head House Parcel

Lots 1, 2, 3, 4, 6, 7, 8, 10, 11, 13, 15, 17, 18, 19, 20, 22 and 25, Block 1, St. Paul Union Depot, according to the recorded plat thereof, Ramsey County, Minnesota.

Part of the above being registered land as evidenced by Certificate of Title No. 566973

NOTE: The Torrens portion being more particularly described as follows: That part of Lot 1, Block 1, St. Paul Union Depot, overlying the following described property: All that part of Lot 3, Block 28, St. Paul Proper, included within the following boundaries, to-wit: Commencing at a point on the Northwestern line of Lot 3 100.37 feet Southwesterly from the Northeasterly corner of Lot 1, Block 28, St. Paul Proper; thence Southeasterly a distance of 100.26 feet to a point on the Northwestern line of the alley shown in red upon a map or plat in the office of the Register of Deeds of Ramsey County, Minnesota, in "N" of Plans page 2, (which point is 100.90 feet Southwesterly from the Northeasterly line of said Lot 1, Block 28,) thence Southwesterly to a point in the Westerly line of said Lot 3 100.35 feet Southeasterly from the Northwestern corner of said Lot 3; thence Northwestern along the Westerly line of said Lot 3 to the Northwestern corner thereof; thence Northeasterly along the Northwestern line of said Lot 3 to point of beginning.

"Fit Parcel"

Lot 9, Block 1, St. Paul Union Depot

"Leone Parcel"

Lots 16 and 21, Block 1, St. Paul Union Depot, Ramsey County, Minnesota, together with rights in declaration filed December 31, 2007 as Document Number 4072565.

Post Office Parcel

Parcel A:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including part of Block 30, City of St. Paul, and vacated Public Levee located Westerly of the West line of Sibley Street, Easterly of the East line of Jackson Street, Northerly of Line "A" as hereinafter described and Southerly of Line "B" as hereinafter described.

Line "A":

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Westerly line of Sibley Street a distance of 52.51 feet to the place of beginning of line to be

described; thence on a straight line bearing South 62 degrees, 49 minutes, 05 seconds West to intersection with the Easterly line of Jackson Street.

Line "B":

Beginning at the Northeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Easterly line of Lot 12, Block 30, City of St. Paul, a distance of 50.12 feet to the place of beginning of line to be described; thence on a straight line bearing South 37 degrees, 04 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 38 degrees, 51 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 40 degrees, 39 minutes, 22 seconds West a distance of 44 feet; thence on a straight line bearing South 43 degrees, 34 minutes, 52 seconds West a distance of 22 feet; thence on a straight line bearing South 49 degrees, 41 minutes, 52 seconds West a distance of 68.24 feet, more or less, to intersection with the Easterly line of Jackson Street. Except Second Street.

Parcel B:

All that part of Second Street lying Westerly of the Westerly right-of-way line of Sibley Street and Easterly of the Easterly right-of-way line of Jackson Street, subject to easement for Second Street as contained in Document Number 1654959.

Parcel C:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including all of Blocks 3 and 4 of Hopkins Addition to St. Paul, all of Block 29 of the City of St. Paul, vacated streets, alleys and Public Levee, contained within the following described boundaries:

Beginning at the Southwesterly corner of Block 29 of the City of St. Paul; thence on a straight line with an assumed bearing of North 34 degrees, 36 minutes West along the Southwesterly line of said Block 29 to the Northwest corner of said Block 29; thence continue on said last described line bearing North 34 degrees, 36 minutes West for a distance of 7.37 feet to the Southeasterly line of Kellogg Boulevard being the place of beginning of tract of land to be described; thence on a straight line bearing South 10 degrees, 39 minutes, 55 seconds West for a distance of 42.26 feet to the West line of the East 30 feet of Sibley Street; thence on a straight line bearing South 34 degrees, 36 minutes East along said West line of the East 30 feet of Sibley Street for a distance of 362.37 feet to the Northerly line of the Union Pacific Railroad Company right of way; thence on a straight line bearing North 62 degrees, 49 minutes, 05 seconds East along said Northerly line of Union Pacific Railroad Company right of way for a distance of 561.32 feet; thence continuing along said Northerly line of Union Pacific Railroad Company right of way on a tangential curve concave to the Northwest with a delta angle of 7 degrees, 09 minutes, 10 seconds and a radius of 928.37 feet for a distance of 115.90 feet; thence on a straight line bearing North 55 degrees 39 minutes 55 seconds East along said Northerly line of Union Pacific Railroad Company right of way for a distance of 294.38 feet to the Easterly line of vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said Easterly line of vacated Broadway Street for a distance of 406.37 feet; thence on a straight line bearing South 77 degrees, 7 minutes, 25 seconds West for a distance of 42.91 feet to the centerline of said vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said centerline of vacated Broadway Street for a distance of 47.30 feet to said

Southeasterly line of Kellogg Boulevard; thence on a straight line bearing South 55 degrees 39 minutes 55 seconds West along said Southeasterly line of Kellogg Boulevard for a distance of 900.66 feet to the place of beginning of tract to be described.

Parcel D:

That part of vacated Broadway Street lying Southerly of the Southeasterly line of Kellogg Boulevard (East Third Street), City of St. Paul, Ramsey County, Minnesota, described as follows:

Beginning at the intersection of the Southeasterly line of Kellogg Boulevard (East Third Street) and the Northeasterly line of Broadway Street; thence on a straight line with assumed bearing South 34 degrees, 05 minutes, 48 seconds East along the Northeasterly line of Broadway Street vacated a distance of 58.00 feet; thence on a straight line bearing South 77 degrees, 07 minutes, 25 seconds West a distance of 42.91 feet to intersection with the centerline of Broadway Street vacated; thence on a straight line along the centerline of Broadway Street vacated bearing North 34 degrees, 05 minutes, 48 seconds West a distance of 42.3 feet; thence Northeasterly along the Southeasterly line of Kellogg Boulevard (East Third Street) a distance of 40 feet more or less, to the place of beginning of tract of land to be described.

Together with

Parcel E:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 24.00 feet in width and lying 12.00 feet on each side of the following described line:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 207.31 feet to the point of beginning of the line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58.00 feet, to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel F:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 14 feet in width and lying 7 feet on each side of the following described line:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes, 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 117.31 feet to the point of beginning of line to be described; thence North 34 degrees, 20 minutes, 05

seconds West a distance of 58 feet to the Northwesternly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel G:

An easement for bridge purposes over and across that part of Sibley Street described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesternly extension of the Southwesterly line of said Block 29, a distance of 7.37 feet; thence South 10°39'55" West a distance of 42.26 feet; thence South 34°36'00" East a distance of 198.14 feet to the point of beginning of the land to be described; thence continuing South 34°36'00" East a distance of 164.23 feet; thence South 62°49'05" West a distance of 81.26 feet to the Southwesterly line of Sibley Street; thence North 34°24'38" West along said Southwesterly line of Sibley Street, a distance of 125.06 feet; thence North 35°43'04" East a distance of 85.14 feet to the point of beginning.

And also together with

Parcel H:

An easement for bridge purposes over and across that part of Second Street lying between Sibley Street and Jackson Street and lying Southeasterly of a line described as:

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on an assumed bearing of North 34 degrees 57 minutes 06 seconds West along the Easterly line of said Lot 12 a distance of 72.52 feet to the point of beginning of the line to be described; thence South 35 degrees 11 minutes 41 seconds West a distance of 80.43 feet; thence Southwesterly along a tangential curve concave to the Northwest having a radius of 760.99 feet, a central angle of 13 degrees 42 minutes 54 seconds for a distance of 182.16 feet to the Easterly line of said Jackson Street and said line there terminating.

Parcel I:

An 80.5 foot wide aerial easement for skyway purposes over and above that part of Sibley Street right-of-way, the centerline of which is described as follows:

Commencing at the northwesterly corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees 36 minutes 00 seconds West, an assumed bearing, along the northwesterly extension of the southwesterly line of said Lot 29, a distance of 7.37 feet; thence South 10 degrees 39 minutes 55 seconds West, 42.26 feet; thence South 34 degrees 36 minutes 00 seconds East 126.34 feet to the point of beginning of the following described center line; thence South 55 degrees 15 minutes 57 seconds West 79.84 feet to the westerly right-of-way of said Sibley Street and there terminating. Sidelines of said skyway easement are prolonged or shortened to terminate at the easterly and westerly right-of-way of said Sibley Street.

The bottom plane of the vertical space contained within said easement shall be 726.00 feet (based on the NVGD 1929 data, City of St. Paul, Bench mark location northeastern corner of Second Street and Jackson Street, top nut hydrant elevation is 708.20 feet) on the easterly right-of-way line and 728.00 feet at the western right-of-way line of said Sibley Street; and a top plane elevation of the vertical plane of said easement shall be 32.00 feet above said elevations cited for the bottom plane, pursuant to Encroachment Permit Document Number 3832061.

Together with

Parcel J:

Bridge Easement and Air Rights over and across that part of Kellogg Boulevard described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southeasterly line of Block 29 a distance of 7.37 feet; thence North 55°39'55" East along the Southeasterly line of Kellogg Boulevard a distance of 139.15 feet; thence North 34°20'05" East a distance of 58.00 feet to the Northwesterly line of Kellogg Boulevard; thence North 55°39'55" East along said Northeasterly line of Kellogg Boulevard, a distance of 132.25 feet; thence South 34°20'05" East a distance of 58.00 feet, to said Southeasterly line of Kellogg Boulevard; thence South 55°39'55" West along said Southeasterly line of Kellogg Boulevard, a distance of 132.25 feet to the point of beginning, as established in Document Number 1962508.

HRA Parcel

SUBJECT TO CONSECO ROADWAY EASEMENT RESERVATION

All that part of Blocks 72, 73, 75, 76, 77, 78, 79, 80, 84 and 85, Kittson's Addition, The levee, Kellogg Boulevard, First Street (formerly Conway Street), Water Street, Kittson Street, Neill Street, Willius Street, Locust Street, John Street, Olive Street and Pine Street as opened, not opened or vacated, all in the Southwest Quarter of Section 32, Township 29, Range 22, and the Northwest Quarter of Section 5, Township 28, Range 22, Ramsey County, Minnesota described as follows:

Beginning at a point on the northeasterly line of vacated Broadway Street and its extension southeasterly which bears South 34 degrees 28 minutes 05 seconds East on an assumed bearing a distance of 454.85 feet from the intersection of said northeasterly line of vacated Broadway Street and the southeasterly line of Kellogg Boulevard, said point being on a line approximately 25 feet northwesterly or westerly of the most northwesterly rail of the trackage to the southeast, and said line is hereinafter known as Line B; thence North 55 degrees 17 minutes 42 seconds East along said Line B a distance of 338.58 feet; thence northeasterly along said Line B along a curve concave to the southeast having a radius of 5824.29 feet and a central angle of 1 degree 56 minutes 11 seconds a distance of 196.83 feet; thence North 57 degrees 13 minutes 53 seconds East along said Line B a distance of 103.76 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 6066.68 feet and a central angle of 1 degree 55

minutes 16 seconds a distance of 203.41 feet; thence North 55 degrees 18 minutes 37 seconds East along said Line B a distance of 606.41 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 586.31 feet and a central angle of 71 degrees 08 minutes 30 seconds a distance of 727.99 feet; thence North 11 degrees 26 minutes 12 seconds West along said Line B a distance of 112.08 feet to its intersection with the centerline of Kellogg Boulevard; thence South 55 degrees 40 minutes 57 seconds West along said centerline of Kellogg Boulevard a distance of 44.14 feet to the point of beginning of Line A, the southeasterly line of that property described in Document Numbers 2263023 and 2313361; thence southerly along said Line A along a non-tangential curve concave to the West having a radius of 622.44 feet and a central angle of 31 degrees 02 minutes 10 seconds, chord bearing South 2 degrees 14 minutes 37 seconds West, chord of 333.06 feet, a distance of 337.17 feet to a point of compound curve; thence southwesterly along said Line A along a curve concave to the northwest having a radius of 398.86 feet and a central angle of 37 degrees 33 minutes 02 seconds a distance of 261.40 feet; thence South 55 degrees 18 minutes 45 seconds West along said Line A a distance of 348.92 feet; thence southwesterly along said Line A along a tangential curve concave to the northwest having a radius of 946.37 feet and a central angle of 7 degrees 09 minutes 11 seconds a distance of 118.15 feet; thence South 62 degrees 27 minutes 51 seconds West along said Line A a distance of 379.75 feet; thence South 69 degrees 37 minutes 02 seconds West along said Line A a distance of 480.15 feet; thence South 76 degrees 46 minutes 12 seconds West along said Line A a distance of 284.84 feet to the point of termination of said Line A on the northeasterly line of vacated Broadway Street, said point bearing South 34 degrees 28 minutes 05 seconds East a distance of 57.74 feet from the intersection of the southeasterly line of Kellogg Boulevard and the northeasterly line of vacated Broadway Street; thence South 34 degrees 28 minutes 05 seconds East along said northeasterly line of vacated Broadway Street and its extension southeasterly a distance of 397.11 feet to the point of beginning.

Together with the appurtenant easements contained in that certain Easement dated September 17, 1984, filed November 26, 1991, as Document No. 2625628 and together with the appurtenant easements contained in that certain Easement dated April 8, 1977, filed April 15, 1977, as Document No. 1962511 and together with the appurtenant easement contained in that certain Quit Claim Deed dated April 14, 1977, filed April 15, 1977, as Document No. 1962508.

(PIN NO. 32-29-22-34-0018)

Surface Lot Parcel

Parcel 1 - West Parcel (Not Bond Financed Property):

Parcel 1- West Parcel

All that part of Blocks 61, 62, 63, 70, 71, 76, 77, 78, 79, 80, Kittson's Addition, vacated alley in said Block 70, and vacated Pine Street, Olive Street, John Street, Locust Street, and Water Street, lying within the following described line:

Commencing in the Northeasterly line of Block Four (4) Hopkins Addition which line is also the Southwesterly line of vacated Broadway Street in said City of St. Paul and bears South 34 degrees 05 minutes 48 seconds East from a point therein distant 54.12 feet from the Northerly corner of said Block 4; thence North 63 degrees 39 minutes East along the Southerly line of vacated Broadway Street (being the Southerly line of vacated Water Street produced Westerly) for 40.37 feet to the center line of said vacated Broadway Street; thence North 34 degrees 05 minutes 48 seconds West along said center line of vacated Broadway Street for 14.42 feet; thence North 77 degrees 07 minutes 25 seconds East for 42.91 feet to the point of beginning of the lines to be herein described; thence continuing North 77 degrees 07 minutes 25 seconds East 284.86 feet; thence North 69 degrees 58 minutes 15 seconds East for 480.15 feet; thence North 62 degrees 49 minutes 05 seconds East 379.76 feet; thence along a curve to the left having a radius of 946.37 feet, and to which the last described course is tangent for 14.00 feet, delta angle of 0 degrees 50 minutes 53 seconds, long chord of 14.00 feet bears North 62 degrees 23 minutes 29 seconds East; thence North 34 degrees 07 minutes 49 seconds West 313.34 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 318.60 feet; thence continuing along said Southeasterly line South 56 degrees 44 minutes 08 seconds West 803.51 feet to the northeasterly line of vacated Broadway Street; thence South 34 degrees 05 minutes 48 seconds East along said Northeasterly line 57.71 feet to the point of beginning, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

(PIN NO. 32-29-22-33-0360)

Parcel 2 - East Parcel

All that part of Blocks 68, 69, 70, 72, 73, 76 and 84, Kittson's Addition, Lots 1, 2, 3 and 4, Ewing and Chutes Subdivision of Lot 5 of said Block 69, vacated alleys in said Blocks 68, 69, 70 and vacated Willius Street (College Street), Neill Street, Kittson Street, First Street and Water Street lying within the following described lines:

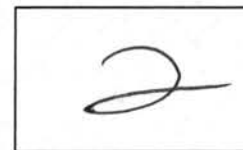
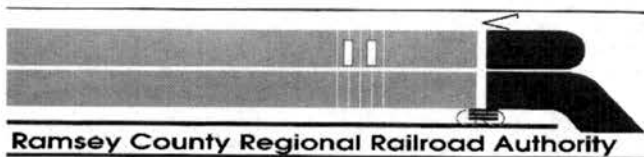
Commencing in the Northeasterly line of Block 4, Hopkins Addition, which line is also the Southwesterly line of vacated Broadway Street in said City of St. Paul and bears South 34 degrees 05 minutes 48 seconds East from a point therein distant 54.12 feet from the Northerly corner of said Block 4; thence North 63 degrees 39 minutes 00 seconds East along the Southerly line of vacated Broadway Street (being the Southerly line of Water Street produced Westerly) for 40.37 feet to the center line of said vacated Broadway Street; thence North 34 degrees 05 minutes 48 seconds West along said center line of vacated Broadway Street for 14.42 feet; thence North 77 degrees 07 minutes 25 seconds East 327.77 feet; thence North 69 degrees 58 minutes 15 seconds East 480.15 feet; thence North 62 degrees 49 minutes 05 seconds East 379.76 feet; thence along a curve to the left having a radius of 946.37 feet, and to which the last described course is tangent for 14.00 feet, delta angle 0 degrees 50 minutes 53 seconds, a long chord of 14.00 feet bears North 62 degrees 23 minutes 29 seconds East to the point of beginning of the lines to be herein described; thence continuing along a curve to the left 104.14 feet, delta angle of 6 degrees 18 minutes 17 seconds, a long chord of 104.08 feet bears North 58 degrees 49 minutes 04 seconds East for 348.92 feet; thence along a curve to the left having a radius of 398.86 feet, to which the last described course is tangent, 261.40 feet, delta angle of 37 degrees 32 minutes 59 seconds, a

long chord of 256.75 feet bears North 36 degrees 53 minutes 25 seconds East to a point of compound curve; thence Northerly along a curve to the left having a radius of 622.44 feet, delta angle of 27 degrees 44 minutes 23 seconds, a long chord of 298.42 feet bears North 4 degrees 14 minutes 42 seconds East a distance of 301.35 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 880.92 feet; thence South 34 degrees 07 minutes 49 seconds East 313.34 feet to the point of beginning, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

Abstract Property.

(PIN NO. 32-29-22-34-0011)

24



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **05/06/2014**

Regional Railroad Authority Meeting Date:

SUBJECT: Red Rock Alternatives Analysis Update Study

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors that benefit Ramsey County residents and businesses. The Metropolitan Council and the Counties Transit Improvement Board have identified the Red Rock Corridor for future transitway investments.

In 2012, the Red Rock Corridor Commission (Commission) initiated the Alternatives Analysis Update to the initial Red Rock Alternatives Analysis completed in 2007. This Alternatives Analysis Update incorporates new demographic and travel data for the study area, in addition to recommended improvements from the East Metro Rail Capacity Study conducted by the RCRRA. The Alternatives Analysis Update revisited a number of service options for previously studied commuter rail and express bus, and evaluated Bus Rapid Transit (BRT) alternatives to provide high frequency service from downtown Hastings to the Union Depot in St. Paul with intermediate stops in Cottage Grove, Newport and St. Paul (Lower Afton Road).

The Alternatives Analysis Update (AAU) Study developed estimates of service, ridership, capital and operating costs, land use and environmental benefits for each alternative. It also evaluated each alternative and a no-build option against objectives measuring mobility, cost, development impacts, and environmental improvements. The BRT option rated the highest due to its all-day service, ridership potential, and cost effectiveness. The AAU developed an implementation plan to prioritize necessary steps for infrastructure development, policy changes and coordination efforts towards implementation of BRT service and improvement of existing express service.

A forty-five day public comment period was held from January 1 through February 15, 2014. The Commission held a public hearing on January 23, 2014. The Commission adopted the AAU, including the implementation plan, on February 27, 2014.

ACTION REQUESTED

Support the Findings of the Red Rock Corridor Alternatives Analysis Update Study, dated February 27, 2014, which are on file with the Ramsey County Regional Railroad Authority office.

/

SUBJECT: Red Rock Alternatives Analysis Update Study

ATTACHMENTS:

Red Rock Corridor Commission Resolution 2014-01

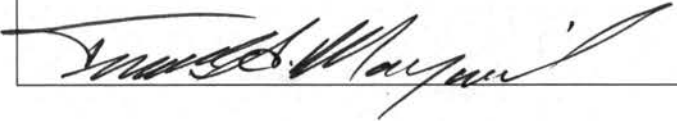
PREVIOUS ACTION:

On July 24, 2012, Resolution R12-29, the Ramsey County Regional Railroad Authority authorized the reassignment of federal funds to Washington County Regional Railroad Authority for use by the Red Rock Corridor Commission on a Red Rock Corridor Alternatives Analysis Update study.

COUNTY MANAGER'S COMMENTS:

The Red Rock Corridor is key to the full development of a transitway network; connecting Ramsey County residents and businesses to the larger Twin Cities Metropolitan Area.

SUBJECT: Red Rock Alternatives Analysis Update Study

Regional Railroad Authority – Authorized Signature	Date
	4/30/14

Finance – Authorized Signature	Date
Ausant Kuss	4/28/14

County Attorney – Authorized Signature	Date
Paul B. Jorlu	4/29/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Red Rock Alternatives Analysis Update Study

Draft Resolution

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

4
5 WHEREAS, The Red Rock Corridor Commission was formed in 1998 by a Joint Powers
6 Agreement to address the transportation needs of the Red Rock Corridor; and

7
8 WHEREAS, The Ramsey County Regional Railroad Authority is a member of the Red Rock
9 Corridor Commission; and

10
11 WHEREAS, The Red Rock Corridor Commission completed its Alternatives Analysis in
12 2007 which identified commuter rail as the preferred long-term transit mode for the Corridor; and

13
14 WHEREAS, Conditions in the corridor and region have changed and there is additional
15 technical data available which may have an influence on the long term vision of the Red Rock
16 Corridor; and

17
18 WHEREAS, The Red Corridor Commission has identified a need to complete an update to
19 the Alternatives Analysis; and

20
21 WHEREAS, The Red Rock Corridor Commission has undertaken Alternatives Analysis
22 Update study that incorporated new information with respect to population, travel patterns and
23 infrastructure development; and

24
25 WHEREAS, Based on technical information, and the goals and objectives evaluation from
26 the Alternatives Analysis Update, it was concluded that Bus Rapid Transit is the alternative that is
27 best aligned with the Red Rock Corridor Commission's approved objectives,

28
29 WHEREAS, This conclusion has been made based on input received from the public in a
30 variety of forums and in consultation with representatives on the Citizens Advisory Committee; and

31
32 WHEREAS, The results of the study will allow the Commission to make more informed and
33 strategic decisions about the next steps in the corridor development; and

34
35 WHEREAS, The Ramsey County Regional Railroad Authority will continue to work with the
36 Red Rock Corridor Commission to plan for future transit improvements in the Red Rock Corridor
37 and the surrounding land uses within the station areas; Now, Therefore, Be It

38
39 RESOLVED, The Ramsey County Regional Railroad Authority supports the findings of the
40 Red Rock Corridor Alternatives Analysis Update Study, dated February 27, 2014, which are on file
41 with the Ramsey County Regional Railroad Authority office.

Attachment

**Red Rock Corridor Commission
Resolution 2014-01**

**Resolution Approving the Findings of the Red Rock Corridor
Alternatives Analysis Update (AAU) Study and adopting the Final
Report**

WHEREAS, the Red Rock Corridor Commission was established in 1998 to address transportation needs in the Red Rock Corridor; and

WHEREAS, the Red Rock Corridor is a regionally and nationally significant transportation route that extends from Hastings through St Paul and on to Minneapolis; and

WHEREAS, the Red Rock Corridor Commission completed an Alternatives Analysis in 2007; and

WHEREAS, the Red Rock Corridor Commission has undertaken Alternatives Analysis Update (AAU) study that incorporated new information with respect to population, travel patterns and infrastructure development; and

WHEREAS, based on technical information, and the goals and objectives evaluation from the AAU, it has been concluded that BRT is the alternative that is best aligned with the Red Rock Corridor Commission's approved objectives.

WHEREAS, this conclusion has been made based on input received from the public in a variety of forums and in consultation with representatives on the Citizens Advisory Committee (CAC); and

WHEREAS, the results of the study will allow the Commission to make more informed and strategic decisions about the next steps in the corridor development; and

NOW THEREFORE, BE IT RESOLVED, that Commission hereby approves the findings of the Red Rock Corridor AAU study and adopts the AAU Final Report

Approved:

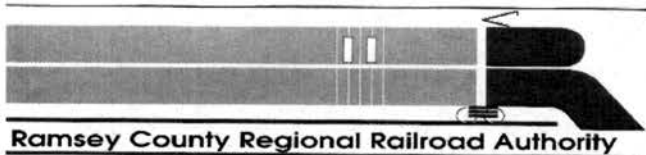

Chairperson

March 26, 2014
Date Approved by Commission

5

I hereby certify that the foregoing resolution is a true and correct copy of the Resolution presented to and adopted by the Red Rock Corridor Commission at a duly authorized meeting thereof held on the 26th day of March 2014 as shown by the minutes of said meeting in my possession.

	YES	NO	ABSTAIN	ABSENT
LEHRKE	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
SLAVIK	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
RETTMAN	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
HIGGINS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
HOLLENBECK	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
KELLER	<u> </u>	<u> </u>	<u> </u>	<u>X</u>
PETERSON	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
FRANKE	<u> </u>	<u> </u>	<u> </u>	<u>X</u>
GALLAGHER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
BRENDMOEN	<u> </u>	<u> </u>	<u> </u>	<u>X</u>
GORDON	<u> </u>	<u> </u>	<u> </u>	<u>X</u>



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **05/06/2014**

Regional Railroad Authority Meeting Date:

SUBJECT: Request for Proposals for Strategic Communications for the Rush Line Corridor Pre-Project Development Study

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors that benefit Ramsey County residents and businesses. The Metropolitan Council and the Counties Transit Improvement Board have identified the Rush Line Corridor for future transitway investments.

The undertaking of a Pre-Project Development Study marks the beginning of a pivotal year for the Rush Line Corridor (corridor) and the Rush Line Corridor Task Force (task force). Ensuring the general public, businesses, and legislators are aware of the corridor, the technical analysis and steps to implement a transit investment requires a commitment to communication. A focus on strategic communications will allow the task force to provide continuous communication to stakeholders in between corridor studies that are typically separated by 6-12 months. Continuous communication will allow the task force to cultivate support for the corridor amongst the general public, business community and elected officials based on sound technical analysis.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

Authorize the issuance of a Request for Proposals for Strategic Communications for the Rush Line Corridor, in accordance with the County policies and procedures on Requests for Proposals, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant from the Rush Line Corridor Task Force.

SUBJECT: Request for Proposals for Strategic Communications for the Rush Line Corridor Pre-Project Development Study

(Executive Summary continued from previous page)

The focus for strategic communications will be to expand knowledge of the Rush Line Corridor, the task force, and the Pre-Project Development Study amongst all stakeholders and to identify project supporters amongst the business community and elected officials. The strategic communications program will enable the general public and supporters to engage in the Rush Line Corridor process and assist the task force in reaching out to key audiences. Development of a strategic communications plan is critical as it ensures the identification of stakeholders and the opportunity to present consistent messaging.

At the January 16, 2014 task force meeting, corridor staff was directed to develop a draft strategic communications work scope. On March 27, 2014, the task force approved a draft work scope and directed corridor staff to release a RFP for strategic communications activities in 2014. Funding for strategic communications activities would be provided by the members of the task force at percentages similar to that of the Pre-Project Development Study:

County	Percentage	Amount
RCRRA	80.65%	\$40,325
Anoka County	6.65%	\$3,325
Washington County	6.45%	\$3,225
Chisago County	5.25%	\$2,625
Pine County	1%	\$500

Funds are available within the 2014 RCRRA operating Budget to cover the RCRRA's portion of the cost.

The RCRRA needs to issue a Request for Proposals to solicit qualified consultants for strategic communications for the Rush Line Corridor. RCRRA staff will return to the RCRRA Board with a recommendation from the Rush Line Corridor Task Force for selection of a consultant. The Rush Line Corridor Task Force will provide oversight of the Rush Line Corridor strategic communications consultant.

**SUBJECT: Request for Proposals for Strategic Communications for the Rush Line Corridor
Pre-Project Development Study**

ATTACHMENTS:

Request for Proposals – Rush Line Corridor Strategic Communications

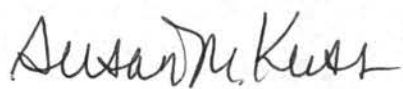
PREVIOUS ACTION:

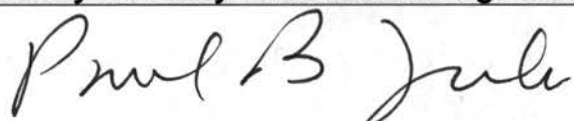
COUNTY MANAGER'S COMMENTS:

Issuance of a Request for Proposals requires County Board approval and is consistent with the County Board's direction for an open, fair and competitive solicitation process.

**SUBJECT: Request for Proposals for Strategic Communications for the Rush Line Corridor
Pre-Project Development Study.**

Regional Railroad Authority – Authorized Signature	Date
	11/30/14

Finance – Authorized Signature	Date
	4/28/14

County Attorney – Authorized Signature	Date
	4/29/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

**SUBJECT: Request for Proposals for Strategic Communications for the Rush Line Corridor
Pre-Project Development Study.**

Draft Resolution

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

4 WHEREAS, The Rush Line Corridor extends from Union Depot north to Hinckley, MN, and
5 includes the Ramsey County communities of St. Paul, Maplewood, Little Canada, Vadnais Heights,
6 Gem Lake, White Bear Lake, and White Bear Township; and
7

8 WHEREAS, The Rush Line Corridor Task Force is a joint powers board of cities and
9 counties along the Rush Line Corridor that was formed in 1999 to coordinate transit planning and
10 advocacy activities; and
11

12 WHEREAS, The Ramsey County Regional Railroad Authority is a member and the fiscal
13 agent of the Rush Line Corridor Task Force; and
14

15 WHEREAS, The Rush Line Corridor Task Force is currently completing a Pre-Project
16 Development Study (aka Advanced Alternatives Analysis) to determine the best transit mode and
17 alignment for the Rush Line Corridor; and
18

19 WHEREAS, The Rush Line Task Force desires strategic communications assistance to
20 focus and expand knowledge of the Pre-Project Development Study amongst all stakeholders and
21 to identify project supporters amongst the business community and elected officials,
22

23 WHEREAS, The Rush Line Task Force directed corridor staff to release a Request for
24 Proposals for a strategic communications consultant; Now, Therefore, Be It
25

26 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a
27 Request for Proposals for Strategic Communications for the Rush Line Corridor, in accordance
28 with the County policies and procedures on Requests for Proposals, with direction to staff to return
29 to the Ramsey County Regional Railroad Authority with a recommendation for selection of a
30 consultant from the Rush Line Corridor Task Force.
31

5

Attachment

REQUEST FOR PROPOSALS

RUSH LINE CORRIDOR

STRATEGIC COMMUNICATIONS

Anticipated Evaluation Timeline

Release RFP:	May 6, 2014
Pre-Proposal Conference:	TBD
Written questions due:	TBD
Replies to questions returned:	TBD
Proposals due:	TBD
Proposal review:	TBD

Issued by the Ramsey County Regional Railroad Authority

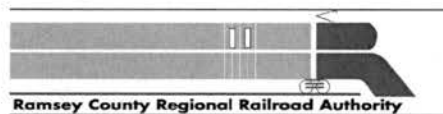


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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR PROPOSALS (RFP)

RUSH LINE CORRIDOR STRATEGIC COMMUNICATIONS

1. STUDY INFORMATION

The Ramsey County Regional Railroad Authority (RCRRA) is dedicated to a long-range vision of transit services to meet changing needs for today and for succeeding generations. RCRRA strives to shape the future of Ramsey County and the region by preserving options for rail transit corridors and by providing rail transit services. RCRRA shall respond to the changing transit needs of the county's citizens in a manner that is sensitive to the financial impact to county taxpayers. RCRRA is committed to the planning of integrated transportation services in cooperation with other agencies.

This Request for Proposals (RFP) is being issued by the Ramsey County Regional Railroad Authority (RCRRA) to solicit Proposals for consultant services for the completion of Strategic Communications for the Rush Line Corridor. The RCRRA will look to the Consultant to guide 2014-2015 communications and advocacy in regards to the Rush Line Corridor Task Force, Pre-Project Development Study (PPD) activities and overall development of the transit corridor. The consultant work will include the following: development of a strategic communications plan that includes messaging, community relations: media relations, community and business engagement as well as ongoing communication with corridor residents, business and stakeholders.

A. RUSH LINE CORRIDOR BACKGROUND

The Rush Line Corridor (corridor) extends approximately 80 miles from Hinckley to Union Depot in St. Paul (**Figure 1**). The corridor links growing communities that range from urban neighborhoods to suburbs to include rural cities and townships. The corridor generally runs parallel to I-35E/I-35 and Highway 61 and includes the former Northern Pacific Railway corridor currently owned by BNSF Railway and county regional railroad authorities. Communities along the corridor include St. Paul, Maplewood, Little Canada, Vadnais Heights, White Bear Lake, White Bear Township, North Oaks, Hugo, Lino Lakes, Centerville, Columbus, Forest Lake, Wyoming, Stacy, North Branch, Rush City, Harris, Rock Creek, Pine City, and Hinckley.

The corridor is home to many employers including St. Jude, St. John's Hospital, Ecolab, St. Paul Companies and Universal Forest Products, educational institutions, and other commercial and retail businesses. In addition to the adjacent employers, I-35/I-35E is one of the most heavily traveled corridors in the state. The Average Daily Traffic (ADT) volumes range from 66,000 at Forest Lake/Columbus to 120,000 at I-694 and 150,000 at downtown St. Paul.

The PPD Study will build on the work completed in the Rush Line Corridor Alternatives Analysis Study (AA Study) completed in 2009 (www.rushline.org/study.html). The AA Study reduced the fixed guideway portion of the corridor from 80 miles to a maximum of approximately 30



miles (**Figure 2**). The two alternatives that were identified for advancement into the PPD Study were (1) Bus Rapid Transit (BRT) along I-35/I-35E from Union Depot to Forest Lake/Columbus and (2) Light Rail Transit (LRT) along the former Northern Pacific Railway corridor east of I-35E between Union Depot and Hwy 96 in White Bear Lake (RCRRA Corridor). The majority of the former railroad corridor (~8 miles) is owned by the RCRRRA with the remainder owned by BNSF Railway (~4 miles). These alternatives are shown in (**Figure 2**).

The PPD Study will build on the results of the AA Study and is the next step in the decision making process leading to transit investments in the Rush Line Corridor.

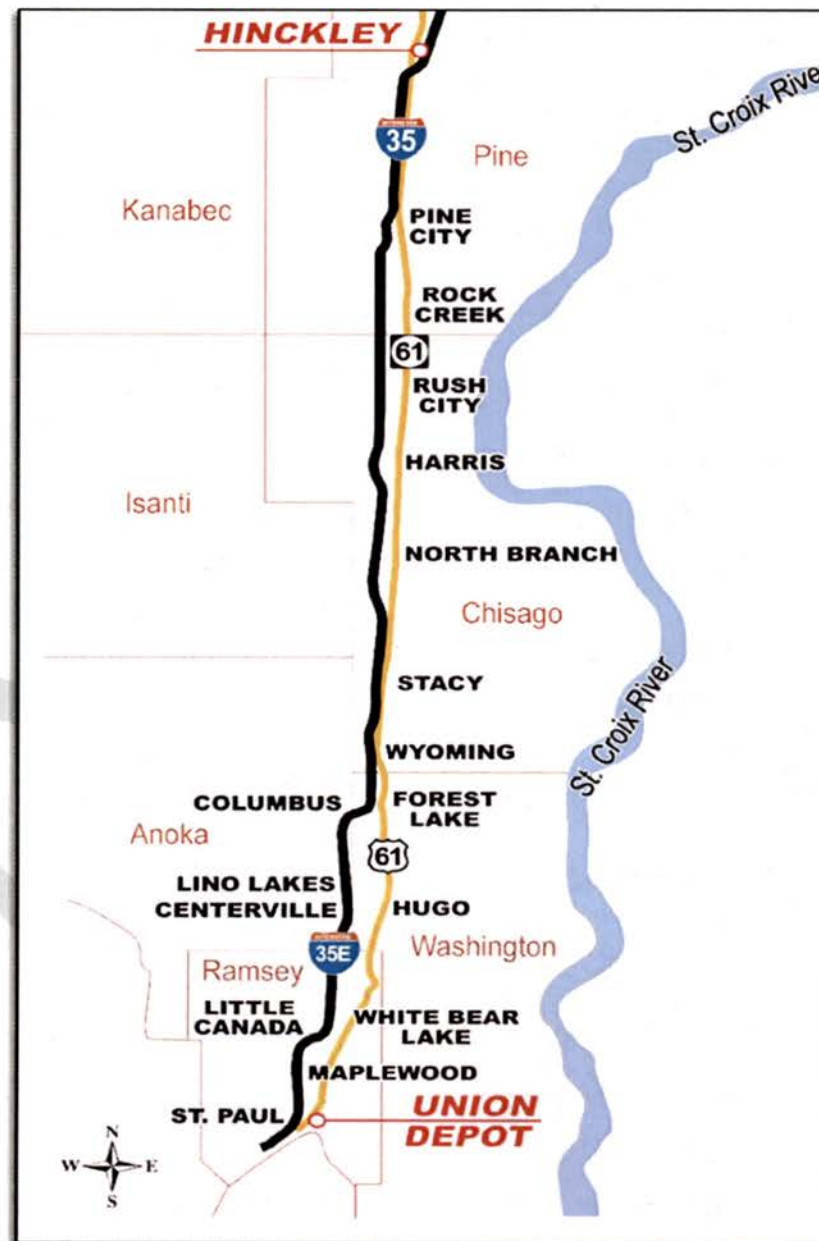


Figure 1- Rush Line Corridor

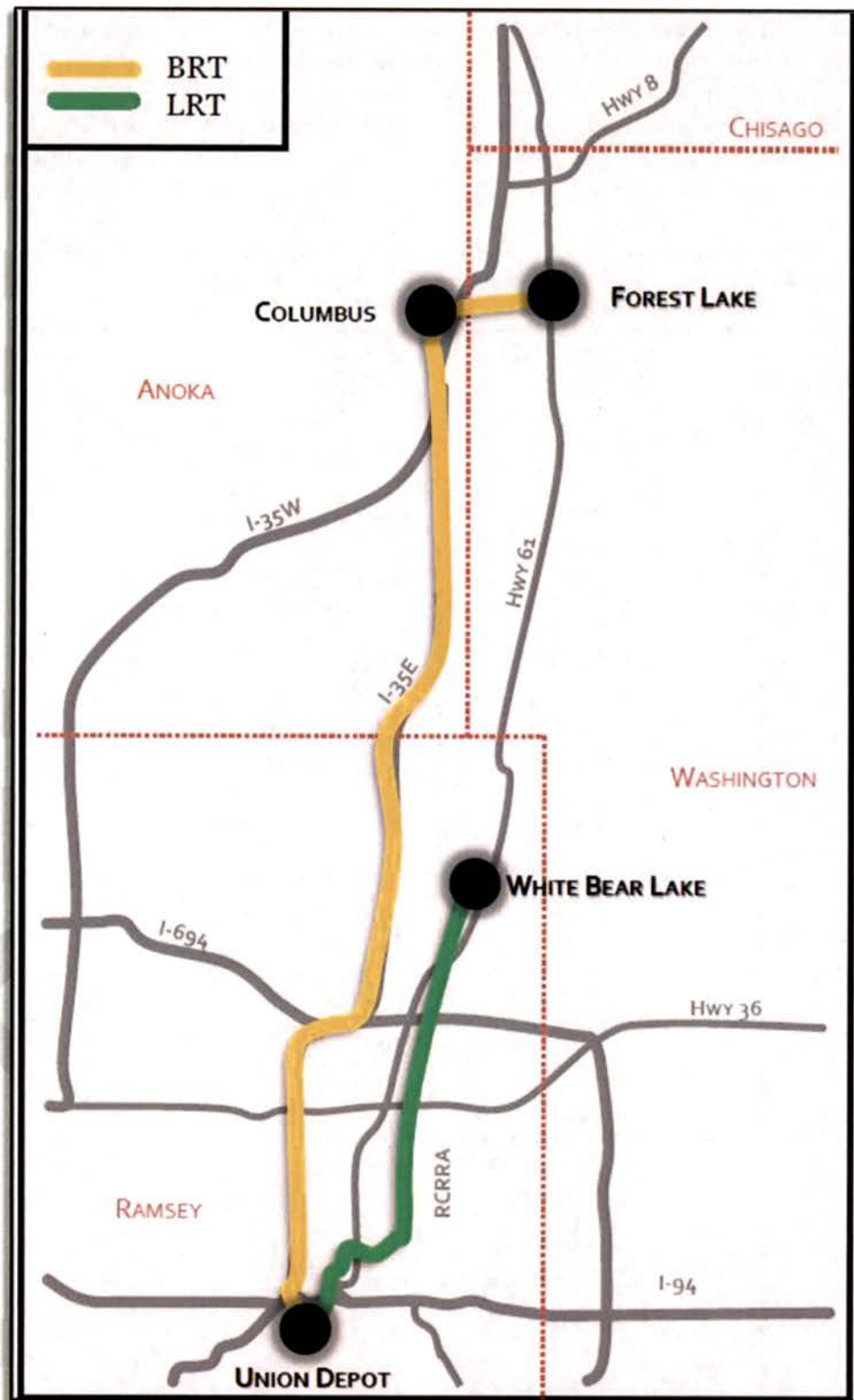


Figure 2: Alternatives Identified through Alternatives Analysis Study (2009)

TRANSIT SERVICES AND FACILITIES

The Metropolitan Council provides transit service in the Rush Line corridor. This service consists of both local and express bus service, and is provided through Metro Transit and other private, contracted transit service providers. Express bus service is provided out of multiple park and ride lots and the Maplewood Transit Center. In late 2014, Metro Transit will open two new park and rides, at County Road 14 and at I-35E in Lino Lakes and County Road E and I-35E in Vadnais Heights, to consolidate multiple smaller lots and provide higher frequency and more reliable express bus service. Additionally the expansion of the Maplewood Mall Transit Center and Park and Ride provides nearly 1,000 parking spaces. Generally, local bus routes serve communities from White Bear Lake south and express bus routes serve communities north of Trunk Highway 36 to downtown St. Paul, downtown Minneapolis, and the University of Minnesota.

UNION DEPOT

The corridor will connect to Union Depot, a multi-modal transit and transportation hub, in downtown St. Paul. At the Depot, connections are available to multiple transportation modes including:

- METRO Green Line LRT connecting downtown St. Paul, downtown Minneapolis, the Midway area, the University of Minnesota, and into the region's METRO system of LRT and Highway BRT services
- Local, limited stop, and express bus routes 21, 53, 54, 65, 417, 480, 484, 489
- Amtrak connecting the Twin Cities to Chicago and Seattle/Portland along the Empire Builder Route
- Jefferson Lines connecting the Twin Cities to Greater Minnesota and thirteen states
- Bicycle share at the Nice Ride station and regional trail connections along the Union Depot train deck/Kellogg Blvd. and Warner Road
- Private bus connections to Treasure Island and Mystic Lake casinos
- Private taxi service

MINNEAPOLIS/ST. PAUL INTERNATIONAL AIRPORT

The corridor will connect to the Minneapolis/St. Paul International Airport. At MSP, connections are available to multiple transportation modes including:

- METRO Blue Line LRT connecting Bloomington, Fort Snelling, south Minneapolis, and downtown Minneapolis.
- Limited stop bus service via Route 54.
- Jefferson Lines connecting the Twin Cities to Greater Minnesota and thirteen states.

HIGHWAYS

The Minnesota Department of Transportation has a series of planned projects along I-35E that will increase capacity between I-694 and I-94. These projects, jointly referred to as the I-35E Corridor Projects, include the I-35E MnPASS lanes, Maryland Avenue Bridge, and Cayuga Bridge. Information on these projects can be found at www.dot.state.mn.us/metro/projects/35estpaul.



REGIONAL TRAILS

The corridor intersects and provides connects to multiple regional trails including the Bruce Vento Regional Trail, the Hardwood Creek Regional Rail, the Sunrise Prairie Regional Trail, the Sam Morgan Regional Trail, the Gateway Trail, and the Lake Phalen Trail System.

MAP-21

The passage of MAP-21 has impacted this study and will continue to impact the corridor. Continued assessment of the impact of the changes to the New Starts/Small Starts Process under MAP-21 will be important throughout the duration of this study. All aspects of the PPD Study shall be Federal Transit Administration (FTA) New Starts/Small Starts compliant to ensure future federal funding eligibility. Additional information on the FTA evaluation process for proposed New Starts/Small Starts projects can be found at http://www.fta.dot.gov/documents/NS-SS_Final_PolicyGuidance_August_2013.pdf.

AGENCY COORDINATION

In addition to its relationship to the regional transit system, the Rush Line Corridor includes highways of federal, state, county and city jurisdictions, the Gateway State Trail, the Bruce Vento Regional Trail, Hardwood Creek Regional Trail, Lake Phalen Regional Park, and the Bruce Vento Nature Preserve. The Metropolitan Council, Metro Transit, Federal Highway Administration, Minnesota Department of Transportation, Minnesota Department of Natural Resources, County Public Works and Parks Departments, and City Public Works and Parks Departments are key stakeholders.

RUSH LINE CORRIDOR PRE-PROJECT DEVELOPMENT STUDY (2014)

The Rush Line Corridor Pre-Project Development (PPD) Study is an 18 month study that began in March of 2014. This study will be completed consistent with the Federal Transit Administration New Starts Process. The PPD Study will not result in formally requesting to enter into FTA's New Starts Project Development process or formally entering into the National Environmental Policy Act (NEPA) and Minnesota Environmental Policy Act (MEPA) process.

The PPD Study will determine and detail the benefits, costs, and impacts of implementing fixed guideway transit in the Rush Line Corridor between Union Depot in downtown St. Paul and the Mall of America and Minneapolis-Saint Paul International Airport. This information will inform the RCRRA, counties, cities, Metro Transit, Metropolitan Council, MnDOT, and other decision makers on the viability of fixed guideway transit and its implementation in the Rush Line Corridor.

The PPD Study will result in the identification of a locally preferred alternative (LPA) for amendment by the Metropolitan Council in the region's long-range plan, the Transportation Policy Plan. The LPA will address the identified accessibility, mobility, and economic development needs in the corridor. The LPA identified through PPD Study should be analyzed sufficiently to be eligible to seek federal, state, and/or local funding to for its continued advancement through the FTA New Starts process.



B. RUSH LINE CORRIDOR TASK FORCE

The Rush Line Corridor Task Force (task force) was created in 1999 to advocate for transit improvements in the I-35E/I-35 and Hwy 61 corridor. The task force is a joint powers board of 22 local elected officials from Ramsey, Washington, Anoka, Chisago, and Pine counties. Ramsey County is the fiscal agent and lead staff for the task force.

C. PROJECT INFORMATION CONTACT

All questions related to specific project requirements must be submitted in writing by 2:00 PM TBD, 2014 to:

Kyle Vaaler
Senior Procurement Specialist
Ramsey County Finance Department
15 W. Kellogg Blvd. Suite 210
St. Paul, MN 55102
T: 651-266-8078
F: 651-266-8070
kyle.vaaler@co.ramsey.mn.us

All questions should be submitted via email

Beyond the inquiry process described above, no contact regarding this RFP is to be made with task force members or the agencies that they represent or members of their staff. Contact to any above persons may result in the rejection of a consultant's proposal.

D. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at 11:00 AM in the Gateway Conference Room at Union Depot located at 214 4th Street East St. Paul, MN 55101 on TBD, 2014. While attendance is not mandatory, it is strongly recommended that a representative attend.

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2. SCOPE OF SERVICES

A. GENERAL

The proposed scope of services shall include two elements presented separately and distinctly from one another including a (1) base work plan, and (2) suggested modifications (if any) to the base work plan. These two elements are described below.

BASE WORK PLAN

It is requested that the consultant develop a base work plan and fee for services in response to the task document in this scope of services. This work plan should include task descriptions, associated deliverables, estimates of staff hours per person/job category, per task and estimated expenses. **Fee and expense estimates by task shall be prepared and submitted in a separate envelope.**

The proposed work plan should provide the most effective study process possible within the resource limits identified in this RFP. The entire study process must include input from the task force and corridor staff. Materials must be prepared in a form and format easily understood by members of the public, including those typically not engaged through a traditional open house and website based public involvement plan.

SUGGESTED MODIFICATIONS TO BASE WORK PLAN

The consultant is encouraged to propose the addition, refinement, and/or elimination of tasks in response to this scope of services. The consultant is encouraged to provide optional approaches and share opinions for improving the communications process. The addition, refinement and/or elimination of work tasks shall be presented in a separate section from the base work plan. This section shall include any implications to the assumed timeframe for the communications indicated in Section C. **Fee implications relative to the suggested work plan modifications shall be included as a separate section from the base work plan in the fee estimate packet.**

GOVERNANCE STRUCTURE

RCRRA will administer the Rush Line Corridor Strategic Communications contract. The consultant will report to the RCRRA Project Manager (project manager) and coordinate with established project committees and groups as appropriate. The Rush Line Corridor Task Force will be the ultimate decision maker for Strategic Communication items.

BUDGET AND SCHEDULE

Local funding not to exceed \$50,000 is available to support the strategic communications effort. The proposal should include a contingency of no less than 10 percent of the total study budget.

The RCRRA intends for the strategic communications to last twelve months with the strategic communications plan finalized in the first six months (task 2.B1) from the date of contract award.



B. KEY WORK TASKS

1. PROJECT MANAGEMENT AND ON-GOING STRATEGY

The RCRRRA will manage the Strategic Communications on behalf of the Rush Line Corridor Task Force. The project manager is to be consulted with and will give approval prior to the consultant performing tasks. In addition to consulting with the project manager and other RCRRRA project management staff, the consultant is expected to meet with members of the task force and Rush Line Corridor Policy Advisory Committee (PAC).

The consultant should outline a management strategy in order to effectively coordinate with the project manager. This should include both regularly scheduled conference calls and in-person strategy meetings. The consultant should assume 1-2 conference calls a month and a monthly in-person meeting.

The task force will be the ultimate decision maker for Strategic Communication items. The consultant should anticipate attending and preparing materials for task force meetings to present strategies and final products. The task force will look to the Consultant to guide communication strategies, coordinate with public involvement activities of the PPD Study, and look ahead and identify the best ways to position the corridor in the longer term.

Strategic Message Development

Since the corridor is entering a new phase of study, the PPD Study, it will be important to develop key messages and create public relations pieces that can be used throughout the study. These messages should be tailored to attract the attention of key corridor stakeholders. Message development will consist of:

- a. Primary
The consultant will work with the project manager, corridor staff and the task force to identify its primary message and craft a public relations piece around it and any applicable secondary messages.
- b. Secondary
The consultant will work with the project manager, corridor staff and the task force to identify its secondary messages and incorporate them into its primary message as applicable. If necessary the consultant will work with the task force to prioritize secondary messages.
- c. Audiences
The consultant will work with the project manager, corridor staff and the task force to identify its primary and secondary audiences and the best way to effectively communicate with them. At a minimum the audiences considered should include the general public, elected officials, the Minnesota Department of Transportation, Metropolitan Council, and the business community.

Strategic Communications Plan

Develop a strategic communications plan that identifies goals and objectives, assessing the strategic value of events and provides strategic council and media relations guidelines. The plan will include an analysis of existing conditions related to the task force's goals and objectives as well as strategies to increase corridor awareness and support of transit investment. The plan will be a living document with the ability to adjust its approach to



strategic communication based on evaluation of the effectiveness of the strategies initially employed.

Activities

Manage the development and implementation of the task force's strategic communications.

Activities include:

- Attend task force meetings, as requested
- Develop communication and project management goals
- Identify and implement strategies to achieve goals and objectives
- Participate in implementation strategies
- Provide crisis communication counsel and activities, as needed
- Develop a strategic communications plan
- Review materials provided to the task force
- Be knowledgeable about the PPD Study talking points and milestones
- Assist the PPDStudy team with public involvement efforts

Consultant will prepare a draft and final Strategic Communications Plan. Though the contract period is for 12 months, a Final Strategic Communications Plan should be complete no later than six months from the date the consultant receives the notice to proceed.

The consultant shall produce 30 color hard copies of the draft and 30 color hard copies of the final plan along with an electronic version of the draft and final plan.

2. STRATEGIC COUNSEL

Strategic counsel will be provided to position the task force to achieve its goals focusing on the following areas:

Goals and Objectives

Identify goals and objectives for the task force to assist with increasing awareness of the corridor and building support for transit improvements.

Corridor Champions

Emphasis should be placed on the development of partnerships with organizations along the corridor. The consultant will work with staff and the task force to identify potential project partners and champions and strategies for engaging them including the benefits and potential conflicts of interest provided to both parties through the partnership. The identification of corridor champions is critical to the ultimate implementation of transit in the corridor.

Community Outreach

The consultant will work with the Rush Line Corridor Pre-Project Development Study consultant to identify appropriate public communications and advocacy materials for the business and community outreach. Every effort should be made to minimize the amount of duplication between the consultant's work and the PPD Study's public involvement efforts.



Legislative Coordination

Assist the task force in developing effective outreach and coordination materials for use with elected officials within local jurisdictions and the state legislature.

3. MEDIA & COMMUNITY RELATIONS / COMMUNICATIONS

The consultant will develop and refine the task force's message(s) to articulate its goals and objectives to the media. Communicating the message will include utilizing the following strategies:

Community Relations

The consultant will work with staff, the PPD Study consultant and the task force to identify community relations opportunities including city/county/civic meetings, festivals, fairs and special events where the presence of information on the corridor could be helpful to the analysis underway. Work will include the development of press releases and e-newsletters at key milestones throughout the contract period and their distribution.

Opinion/Editorial Placement

Create, pitch and place op-ed pieces in corridor media, blogs and online communities consistent with key milestones of the PPD Study, federal corridor development process and legislative session.

Media / Influencer / Stakeholder lists

Enhance current distribution lists by recommending local, state and federal elected officials, business leaders, and local interested individuals.

Social Media

Review analysis of the presence of similar groups using social media and recommendations to guide future activities of the task force related to social media. Identify the most effective use of social media and recommend social media efforts to be undertaken. Coordinate with the RCRRRA on the corridor's Facebook page and assist with information sharing amongst member bodies' social media efforts.

Media Tracking

Utilize no or low-cost media tracking services to proactively identify and anticipate potential issues, leverage existing hooks for media relations opportunities and to generate ideas for social media and op-ed content.

4. PUBLIC INFORMATION MATERIALS

Public materials

Using the most current information, the consultant will be responsible for developing and producing public advocacy materials for distribution by the RCRRRA and task force to advocate for the corridor.

At a minimum the consultant will produce the following:

- Fact sheet detailing the corridor, the task force, and its priorities
- E-newsletter (quarterly) and their distribution
- Supporter distribution list
- Press releases and their distribution



- Supporter tool kit
- Sample letters to the editor
- Sample editorials

Business Kit

Develop a tool kit for use by businesses that identifies how they can show their support for the corridor as well as identifies which businesses are supporters of the corridor. The kit will include information from existing businesses that support the corridor, provide sample letters of support for business use.

5. CORRIDOR ADVOCACY AND EVENTS:

- a. Develop decision-making criteria to determine task force participation in events.
- b. Evaluate effectiveness of task force participation in selected events.
- c. Use community calendars when appropriate.
- d. Assist / coordinate / publicize on- and off-site events for the task force as needed.

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C. PROJECT TIMETABLE

PROPOSED PROCESS

<u>Activity</u>	<u>Timeline</u>
RFP Released	May 6, 2014
Pre-proposal Conference (10 a.m.)	TBD, 2014
Written Questions Received (2 p.m.)	TBD, 2014
Response to Questions Released (4 p.m.)	TBD, 2014
Proposals Due (2 p.m.)	TBD, 2014
Proposal Review	TBD, 2014
Oral Interviews, if needed	TBD, 2014 (week of)
Policy Advisory Committee (recommendation to RCRRA)	TBD, 2014
RCRRA Approval - Contract Award/Notice to Proceed	TBD

D. PROJECT BUDGET AND SCHEDULE

Local funding not to exceed \$50,000 is available to support the strategic communications effort..

The RCRRA intends to have the communications efforts cover twelve (12) months from the date of contract award. Proposals should reflect this as a maximum timeframe. Suggestions or recommendations for schedule compression and streamlining of efforts are strongly encouraged.

E. CONTINGENCY

The proposal should include a contingency of no less than 10 percent (10%) of the total study budget.

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3. PROPOSAL SUBMISSION

A. PROPOSAL SUBMISSION PROCESS

1. Notice to Proposers
 - a. The Ramsey County Regional Railroad Authority (RCRRA) is not responsible for costs incurred by anyone responding to this Request for Proposals.
 - b. Upon submission, all proposals become the property of the RCRRA, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
 - c. The RCRRA expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals.
 - d. The RCRRA is not bound to accept the lowest cost proposal.
 - e. Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.
 - f. The RCRRA reserves the right to negotiate contract terms contemporaneously and/or subsequently with any number of proposers as the RCRRA deems to be in its best interests.
 - g. The RCRRA reserves the right to request any additional information at any stage of the Request for Proposals process. Compliance shall be at the proposer's expense.
2. Questions
 - a. Proposers are to submit written questions related to the specific project requirements, the RFP process, and contents of proposals by 4:00 p.m. on Friday, TBD, 2014 to:

Kyle Vaaler
Senior Procurement Specialist
Ramsey County Finance Department
15 W. Kellogg Blvd. Suite 210
St. Paul, MN 55102
T: 651-266-8078
F: 651-266-8070
kyle.vaaler@co.ramsey.mn.us
 - b. All questions should be submitted via email.
 - c. Written responses to all questions received on time will be available on Onvia Demandstar by 4:00 p.m. on Wednesday, TBD, 2014, in the form of addenda. Oral questions will not be accepted. Proposers shall rely only on the provisions of this Request for Proposals and written addenda in preparing their proposals.
3. Proposers must comply with the provisions of **Attachment B**.



B. VALID PROPOSAL

In order to be considered valid, the proposal shall be in writing, submitted on time and in accordance with the sealed solicitation process of the Division of Contract and Analysis Services, and be signed by an officer of the proposer who can be accountable for all representations.

The proposal must contain the following information, presented in the order shown:

1. Cover Letter
2. An Executive Summary of not more than six (6) pages
3. Profile of proposed team including the size and organization structure, past history, and the status and outcome of any lawsuits brought against the proposer in the past five years.
4. Description of proposers overall approach
5. Base work plan with a breakdown of projects by phases or tasks. For each task listed, identify:
 - a. Specific staff to be involved, roles, and responsibilities
 - b. Time commitment for each person (hours)
 - c. Schedule illustrating task relationships including anticipated meetings over the duration of the study schedule.
6. Description of proposed team's past experience providing similar services including:
 - a. Names and addresses of contact persons
 - b. Description (history and experience) of proposed team members role in each project
7. Project Personnel Profile
 - a. Resumes of key project personnel, including prior projects of similar size and scope for which the personnel played the same or a similar role as proposed for the RCRRA project and the status and outcome of any lawsuits brought against team member firms for the last five (5) years
 - b. Organizational chart of the proposer's team identifying firm relationship and function of all key positions
 - c. Confirm that each team member will be fully engaged in the study as described for the duration of the contract
 - d. Description of the current assignment and time commitment to that assignment for all key personnel
8. Budgets (*Pricing information may not be included with the proposal but must be in a separate, clearly marked, sealed envelope*)
 - a. Hourly budget broken down by team member, firm, and by task
 - b. Current audited hourly rates for staff
 - c. Current audited overhead rates for all team member firms
 - d. An estimate of reimbursable direct expenses by expense type

9. Suggested Modifications to Base Work Plan (Optional as indicated in Section 2.A)
 - a. Description of additional or removed work tasks including description of benefits to the study process
10. Conflict of Interest
 - a. The proposer shall list past or present involvement of all projects that may constitute a conflict of interest. RCRRRA reserves the right to exclude proposers that have an organizational conflict of interest.

C. SUBMISSION

1. Proposals are due by 2:00 p.m. on Wednesday, TBD, 2014. Submit to:
Kyle Vaaler
Senior Procurement Specialist
Ramsey County Finance Department
15 W. Kellogg Blvd. Suite 210
St. Paul, MN 55102
T: 651-266-8078
F: 651-266-8070
kyle.vaaler@co.ramsey.mn.us

Faxed or e-mailed proposals will not be accepted.

2. The response must include an original, five (5) paper copies, and one (1) electronic copy on CD or USB flash drive of the proposal. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned proposals will be considered invalid.
3. To facilitate proposal opening, the original only must be sealed in a separate envelope or box. The name, address, and RFP number must be clearly marked on the outside. The remaining copies may be wrapped or boxed together with similar identification information.
4. A proposal may be withdrawn on written request of the proposer prior to the proposal due date. Negligence of the proposer in preparing its proposal confers no right to withdraw the proposal after the proposal due date. Prior to the due date deadline, changes may be made, provided the change is initialed by the proposer or the proposer's agent. If the intent of the proposer is not clearly identifiable, the interpretation most advantageous to the RCRRRA will prevail. Once submitted, a proposal becomes public property and will not be returned.
5. Failure to submit a proposal on time may constitute grounds for the rejection of the proposal.
6. All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.



4. PROPOSAL EVALUATION

A. EVALUATION

1. The RCRRRA reserves the right to waive any minor irregularities in the proposal request process.
2. The RCRRRA reserves the right to interview any or all proposers at its discretion. The RCRRRA is not responsible for any costs incurred by the proposer in preparing for or participating in an interview.
3. Proposals will be evaluated by an evaluation team in accordance with the provisions of **Attachment A**.
4. The Evaluation Team will be made up of staff from:
 - Members of the Rush Line Corridor Task Force
5. The RCRRRA will review and evaluate proposals based on the following criteria: *Note: references are NOT a criterion, but a source of information that will be considered when applying the evaluation criteria. All criteria are to be given equal weight.*
 - a) The experience, resources, and qualifications of the firm and individuals to be assigned to the Project as key personnel
 - b) Ability to meet Project requirements
 - c) Ability to meet Project time line
6. The Board of the Ramsey County Regional Railroad Authority will make the final decision, after considering recommendations by the Evaluation Team and the Rush Line Corridor Task Force.

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5. CONTRACT AWARD

- A. The agreement to be executed between the successful proposer and RCRRRA will include the scope provisions of this RFP; the provisions of the RCRRRA's *General Terms and Conditions*, attached hereto and made a part of this RFP as **Attachment B**; and provisions of the successful proposer's proposal not inconsistent with the provisions of the RFP, unless otherwise agreed to by the RCRRRA.

- B. The agreement will include the following payment provisions:
"Services will be compensated on a time and materials basis up to a maximum not-to-exceed cost, inclusive of fees and reimbursable expenses. Payments will be made upon achievement of agreed-upon project milestones.

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

Reimbursement of expenses, if included, will be made consistent with RCRRRA policies. The RCRRRA 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 RCRRRA and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel."

- C. Prior to execution of a contract by the RCRRRA, the successful proposer shall provide a certificate of insurance acceptable to the Ramsey County Attorney's Office evidencing, at a minimum, the coverage required by the provisions of **Attachment B**.

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ATTACHMENT A

EVALUATION OF PROPOSALS GENERAL RULES APPLICABLE TO THE SELECTION PROCESS

1. Each proposer will be treated equally and fairly, with decisions being made on announced criteria using only information received through the selection process.
2. Each potential vendor and selection panel member shall receive a copy of this Evaluation of Proposals rules and guidelines as part of the RFP solicitation.
3. All contacts following issuance of the RFP until submission of proposals is through the RFP Administrator. Except as provided in these rules, attempts to contact RCRRRA staff, elected officials, or evaluation team members directly during this time will result in rejection of a proposal.
4. If a vendor contacts RCRRRA staff, elected officials, or evaluation team members directly for technical assistance relating to the submission, the staff, official or member shall refer the vendor to the RFP Administrator without further discussion and without disqualifying the vendor from consideration pursuant to Rule 3. above. If a request for technical assistance regarding the submittal is made to the RFP Administrator by a vendor, RCRRRA staff, elected officials or evaluation team members may meet jointly with the RFP Administrator and the vendor, solely for the purpose of providing such technical assistance. Technical assistance means clarification or explanation of the applicable Ramsey County and RCRRRA procurement practices and policies and of the proposal process, including the steps necessary to be completed in order to submit a valid proposal.
5. The RFP shall describe the evaluation and selection process, including criteria, and may include weighting, whether oral interviews will be given, and identification of the selection team.

GUIDELINES FOR THE SELECTION PROCESS

It is the purpose of these guidelines to ensure that the selection process be conducted in such a manner as to treat each proposer in a fair and equal manner. (The outlined process reflects the practices typically followed in the RCRRRA's current selection process.)

1. After the proposal submission date, the RFP Administrator provides members of the selection team with a copy of each proposal and with the appropriate number of evaluation forms, as developed by staff from the initiating department, by the selection team, or jointly.
2. Members independently evaluate each written proposal, using the evaluation criteria set out in the RFP, and complete an evaluation form for each proposal.
3. The selection team meets to exchange and discuss the evaluations of the written proposals. The selection team determines which proposals will be brought forward for oral interviews if necessary.



4. Oral interviews if necessary:
 - a. The team can request a technical review of the proposals by staff before the interview.
 - b. Each proposer should be given the same amount of time, be asked the same core questions, and be interviewed by the same people.
 - c. If standard written questions are to be used, the team can submit questions to proposers ahead of time or when the proposer arrives for the interview. Questions can be developed by the team, by the staff of the initiating department or jointly.
 - d. Each team member completes an evaluation form based on the oral interview, using the criteria set out in the RFP and the evaluation form developed either by the selection team or by staff from the initiating department.
 - e. The team discusses the evaluations based on the oral interviews for each proposal based on both the written proposal and the oral interview.
5. Reference checks are conducted for the selected number of top-ranking proposers.
6. Selection team meets to receive information from reference checks and to make final selection, unless the team as a whole determines that additional information is required.
7. The RFP Administrator contacts proposers for additional information requested by the team (if required).
8. After consideration of all information, and selection of a proposer, the team prepares a written recommendation for submission to the Rush Line Corridor Task Force. The written recommendation shall clearly describe the selected proposer's Proposals using the established criteria and shall contain a summary of the proposals submitted by the top three or more proposers.
9. Upon selection of a proposer by the task force, a contract will be prepared and brought forward to the RCRRA for approval.

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ATTACHMENT B

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY GENERAL TERMS AND CONDITIONS

1. 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 RCRRRA 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 RCRRRA. 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.

2. Indemnification

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

3. Insurance

Professional and Personal Services Over \$10,000/Non-Construction Labor

1. 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.
2. The Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the RCRRRA throughout the term of this Agreement.
 - 2.1 Commercial General Liability Insurance
 - 2.1.1 \$ 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
 - 2.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.



2.1.3 RCRRRA, 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.

- 2.2 Workers' Compensation and Employer's Liability
 - 2.2.1 Workers' Compensation as required by Minnesota Statutes
 - 2.2.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
- 2.3 Professional Liability/Errors and Omissions Coverage (if applicable)
 - 2.3.1 Per Claim \$ 500,000
Per Occurrence Limit: \$1,500,000
Aggregate Limit: \$2,000,000
 - 2.3.2 All policies shall be written as acceptable to the RCRRRA.
 - 2.3.3 Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then:
 - 1) the retroactive date shall be noted on the certificate and shall be prior to or the day of the inception of this Agreement; and
 - 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.
- 3. All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation, non-renewal, and/or any material change in policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable.
- 4. 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.
- 5. 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.
- 6. 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 RCRRRA. Copies of insurance policies shall be submitted to the RCRRRA upon request.
- 7. Nothing in this Agreement shall constitute a waiver by the RCRRRA of any statutory or common law immunities, limits, or exceptions on liability.
- 8. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

4. Non-Assignability

The 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 County.

5. 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 Board of the Ramsey



County Regional Railroad Authority. The RCRRRA 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 Board. Upon receipt of the RCRRRA'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 RCRRRA.

6. Non-Conforming Services

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

7. Equal Employment Opportunity

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

8. Workforce Diversity

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

9. Prevailing Wage

Contractor and all subcontractors of the Contractor shall conform to the labor laws of the State of Minnesota, Ramsey County Prevailing Wage Ordinance No. 2013-329, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction.

The terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" as used in the contract, shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

Pursuant to Minnesota Statutes §§177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.



10. 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.

11. Subcontractor Payment

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

12. Setoff

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

13. 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.

14. 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.

15. 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 RCRRRA, the State Auditor or the RCRRRA'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.



16. Termination

a. With Cause

The RCRRRA 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 RCRRRA. In the event that the RCRRRA 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 RCRRRA 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.

17. 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 RCRRRA of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the RCRRRA whether the Contractor will or will not resign from the other engagement or representation.

18. 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.

19. 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.

20. HIPAA Compliance

The Contractor agrees to implement and comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191), as it may be amended from time to time.

21. 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.

22. Prompt Payment

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

23. Reimbursable Expenses

Reimbursement of expenses, if included, will be made consistent with RCRRRA policies. The RCRRRA 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 RCRRRA and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.

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

Federal Regulation 45 CFR 92.35 prohibits the RCRRRA 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 RCRRRA 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. Entire Agreement

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

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ATTACHMENT C

RUSH LINE PRE-PROJECT DEVELOPMENT STUDY RFP WORK SCOPE

- STAKEHOLDER AND PUBLIC INVOLVEMENT -

2.B.3. STAKEHOLDER AND PUBLIC INVOLVEMENT

Stakeholder and public involvement is a key component of the Pre-Project Development Study. With effective stakeholder and public participation, it is possible to make a lasting contribution to an area's quality of life and it is essential for good decision making.

The fundamental objective of the stakeholder and public involvement program will be to ensure that the concerns and issues of those with a stake in the Rush Line Corridor are identified and addressed. The program for this study must provide for early and continuous involvement of stakeholders; reasonable public availability of technical and other information; collaborative input on alternatives and evaluation criteria; and, open access to the decision-making process. Additionally, the program must actively identify and engage populations that are not traditionally involved in transportation decision making in meaningful and accessible ways.

At a minimum the consultant will:

- Prepare a Participation and Communications Plan for the PPD Study.
- Track public comment, response, and how the comment influenced study decision-making and provide to RCRRA as part of a Public Involvement Technical Memorandum.
- Staff public meetings including open houses and neighborhood meetings.
- Provide translation services and translation of written materials for public consumption, as appropriate.
- Develop, maintain and provide content for a new Rush Line Corridor website.
- Provide web-ready content for the Rush Line Corridor Facebook Page.

Additionally, it is expected that the consultant and RCRRA will form stakeholder working groups to address details of specific, challenging technical issues along the various segments of the corridor. For example, a group including MnDOT, Metropolitan Council, and Metro Transit may be needed to address specific impacts to I-35E associated with a bus rapid transit alternative. These groups will be developed and meet as needed until the issue is resolved.

2.B.3.1. PARTICIPATION AND COMMUNICATIONS PLAN

RCRRA intends to work cooperatively with affected cities, residents, businesses, property owners, educational institutions and other major institutions throughout the Pre-Project Development Study process and it is important that the participation and communications Plan address the importance of how to work and communicate effectively with these diverse groups throughout the process.

The consultant shall describe, and include in their cost estimate, the specific activities, techniques, format, and number of meetings anticipated, as well as formal public meetings and notices. The number of meetings shall be sufficient to ensure an open, proactive public involvement process and facilitate consensus development. Potential design issues will be discussed with committees, citizen and business/institutional groups, and corridor residents, businesses, and institutions. Additionally, the participation and communications plan developed by the consultant should:

- Clearly define the purpose and objective for initiating a public dialogue on transportation issues.



- Specifically identify affected public and other stakeholder groups with respect to the plans and programs under development.
- Identify techniques for engaging the public in the process including by not limited to open houses, newsletters, web postings, neighborhood meetings, roundtables, and small group/focus group meetings.
- Identify notification procedures to effectively target affected groups.
- Identify education techniques, which result in an accurate and full public understanding of transportation issues.
- Establish techniques to demonstrate that decision makers considered public input and appropriately responded to public input throughout the process.
- Identify the languages spoken in the corridor and how the non-English or English as a second language communities will be activity engaged.

The participation and communications plan shall be developed collaboratively with the RCRRA, incorporate the key best practices developed by the Corridors of Opportunity Community Engagement Steering Committee, and be fully developed within 30 days of the Notice to Proceed. The participation and communication plan should include the following elements:

- Public Information Strategy
- Community Relations
- Social Media (Twitter, Facebook, etc.)
- Website Development
- Stakeholder Identification
- Stakeholder Distribution Lists
- Material Development and Production

MESSAGE DEVELOPMENT

The development of a consistent message to the public regarding the Rush Line Corridor and the PPD Study is critical to completing a successful study while providing the public with the opportunity to influence the study outcomes via their input. A consistent message will include both a primary message and a secondary message as well as identifying which message works best with which audience.

Primary

The consultant will work to identify its primary message and craft a public relations piece around it and any applicable secondary messages.

Secondary

The consultant will work to identify its secondary messages and incorporate them into its primary message as applicable. If necessary the consultant will work with the Commission to prioritize secondary messages.

Audiences

The consultant will work to identify audiences and the best way to effectively communicate with them. At a minimum the audiences considered should include the general public, businesses, institutions, elected officials, district councils and neighborhood groups.

COMMUNITY RELATIONS

The consultant will work with the RCRRA project manager and task force to identify community relation opportunities where information on the PPD Study can be provided to increase the public's awareness of the study and the corridor. The consultant, working with a working group will identify the level of effort required and potential benefit for each opportunity.

36



STAKEHOLDER DISTRIBUTION LIST

The consultant will work with the task force to develop a database of people who would like information on the study. This database will provide the consultant with the opportunity to develop and use targeted notification lists for disseminating key information as it becomes available, for publicizing public involvement opportunities and other activities related to the study. The database and distribution lists should be in electronic format allowing for distribution to be done by US Mail as well as email and enews outlets.

2.B.3.2. SOCIAL MEDIA/WEBSITE DEVELOPMENT

The consultant will be responsible for developing an updated/new Rush Line Corridor website. The website shall be accessible, per ADA requirements, take advantage of available technologies, and be easy to use and update. The website shall be designed to reflect the overall vision and goals of the task force and serve as an information resource for members of the public and interested parties. It shall include information on the PPD Study, upcoming meetings, events, and task force as well as be an interactive forum where feedback can be received, especially supplementing public meeting efforts. The consultant will be responsible for developing web-ready materials, posting them to the website and maintaining the website with up-to-date information on the PPD Study throughout the study. Additionally, the consultant shall prepare the website for transition to the Rush Line Corridor Task Force upon completion of the PPD Study.

The consultant will be responsible for uploading materials to the website for the duration of the study. The consultant should also work with RCRRRA staff over the course of the PPD study to develop a long-term plan for web-site hosting services to ensure a seamless transition from consultant maintenance to RCRRRA maintenance following the completion of the study. This will ensure that the website is continually updated and that RCRRRA staff can make the updates.

The consultant will be responsible for providing PPD Study information to RCRRRA for posting by RCRRRA to the Rush Line Corridor Facebook page as well as providing guidance on opportunities for posts and how to integrate them into the larger participation and communications effort.

2.B.3.3. COMMUNITY MEETINGS

Approximately four rounds of public open house meetings are envisioned during the study at two different locations along the corridor (a total of eight meetings) to inform the public regarding preliminary findings and to gather input. The consultant will be responsible for preparing meeting materials, distributing notice to the distribution list and providing a press release to RCRRRA for RCRRRA to release.

In addition to open houses, it is anticipated that multiple meetings with district councils in St. Paul and other neighborhood and business groups will be important for informing the public and receiving their input. The consultant will be responsible to coordinate with RCRRRA on meeting materials and attendance for these meetings. It is not anticipated that the consultant will need to attend every meeting, however, the consultant should anticipate attendance and participation at a minimum of four additional community meetings (sixteen total) for each series of public open house.

2.B.3.4. COMMUNITY MILESTONE NOTIFICATION

The consultant is responsible for, in consultation with RCRRRA and the task force developing and implementing a PPD Study milestone notification mechanism. This mechanism may include e-blasts via email, press releases, website notification, Facebook posts, postcards, and working with community organizations to notify the public of upcoming open houses, study decision points, and/or other items as necessary.

AGENCY RESPONSIBILITIES:

- Public Open House meeting facilities
- Facebook Posts



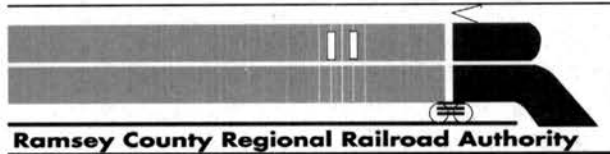
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- Press Release Distribution

CONSULTANT DELIVERABLES:

- Public Involvement Technical Methodologies Report (see Task 8)
- Public Communications Plan
- Stakeholder distribution lists
- Meeting preparation and attendance. This includes agendas, information packets, presentation exhibits, electronic presentations (e.g.; PowerPoint) and meeting minutes for all PAC, TAC, public meeting summaries, and staff meetings in hard copy and electronic formats. Note these Stakeholder and Communications deliverables are not covered in Task 2.B.2 Project Management.
- Support materials for open house and community meetings including but not limited to presentation and display materials, take home materials and way-finding signage.
- Consultant project manager attendance at open house and select community meetings
- Rush Line Corridor Website development, maintenance and content development
- ADA accessible and web ready materials for posting on the corridor's Facebook page by the RCRRA
- PPD Study Community Milestone Notification Plan and distribution of notification to the public of key milestones of the study

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

REGIONAL RAILROAD AUTHORITY

June 3, 2014

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

.....
ROLL CALL and Call to Order

AGENDA of the June 3, 2014 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the May 6, 2014 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. **Agreement with the Minnesota Department of Transportation for reimbursement of flagging protection services**

Board Action Requested:

- 1) Approve Agreement #05875 with the Minnesota Department of Transportation, 395 John Ireland Boulevard, St. Paul, MN 55155, for the reimbursement of flagging protection services for the Union Depot Railroad, in an estimated amount of up to \$585,500, subject to approval by the County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance.
- 2) Authorize the Chair to execute the agreement.

2. **Amendment #1 to the contract with Railworks Track Systems, Inc.**

Board Action Requested:

- 1) Approve Amendment #1 to the contract between Railworks Track Systems, Inc., to provide flagging protection for the Union Depot Railroad, for the period of 5/5/14 to 10/31/15, in an estimated amount of up to \$585,500, which will be funded by the Minnesota Department of Transportation, increasing the contract amount to \$851,000.
- 2) Authorize the Chair to execute Amendment #1.

3. **Zip Rail - Presentation**

Board Action Requested:

None. For information and discussion only.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

May 6, 2014

The Ramsey County Regional Railroad Authority met with the following members present: Carter, Huffman, McDonough, Reinhardt, Rettman, Ortega – 6. Absent: McGuire –1. Also present were Julie Kleinschmidt, County Manager and Paul Zisla, Assistant County Attorney, Ramsey County Attorney's Office.

Chair Ortega called the meeting to order at 10:30 A.M.

AGENDA

Commissioner Huffman moved approval of the Agenda of the May 6, 2014 Regional Railroad Authority Meeting, seconded by Commissioner McDonough. Roll Call: Ayes – Rettman, Carter, Huffman, McDonough, Reinhardt, Ortega – 6. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the April 22, 2014 Regional Railroad Authority Meeting, seconded by Commissioner Huffman. Roll Call: Ayes – Rettman, Carter, Huffman, McDonough, Reinhardt, Ortega – 6. Nays – 0.

PRESENTATION of Award - Achievement of LEED Gold Certification for the Union Depot project.

Tim Mayasich, Director, Ramsey County Regional Railroad Authority (RCRRA), said historic building preservation projects typically do not score well with achieving LEED Gold status. However, collaborating with innovative and creative partners, M.A. Mortenson Construction, HGA, URS Corporation, and Ramsey County Environmental Services, the Union Depot reconstruction and renovation project was able to secure the points necessary to achieve the prestigious LEED Gold Status. He presented the award for LEED Gold Certification to Chair Ortega and the RCRRA Board.

Chair Ortega congratulated the RCRRA. He noted this is the second LEED Gold certification for a Ramsey County renovation project, the other being the Roseville Library.

Commissioner Reinhardt said this is truly amazing and reiterated the significance of the historical Union Depot achieving this award. It sends a message across the country that this is possible even on historic buildings.

1. Lease Amendment with Jefferson Partners, L.P.

Commissioner McDonough moved approval of the following resolution, seconded by Commissioner Huffman. Roll Call: Ayes – Rettman, Carter, Huffman, McDonough, Reinhardt, Ortega – 6. Nays – 0. (R14-13)

WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union Depot Multi-Modal Transportation and Transit Hub to serve all transportation modes as well as events and office tenants; and

WHEREAS, Jefferson Partners, L.P. operates an intercity passenger bus service company that leases space at Union Depot; and

WHEREAS, A lease amendment has been negotiated between the Ramsey County Regional Railroad Authority and Jefferson Partners, L.P. for other intercity passenger bus services, specifically Greyhound Lines, Inc. to use of the space Jefferson Partners leases at Union Depot; and

WHEREAS, The lease amendment incorporates the Use Contract requirements of the State GO Bond financing used to renovate Union Depot in accordance with the Ramsey County Regional Railroad Authority's agreement with the State of Minnesota; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a lease amendment between Jefferson Partners, L.P. and the Ramsey County Regional Railroad Authority; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the lease amendment in a form to be approved by the County Attorney's Office.

2. Red Rock Alternatives Analysis Updated Study

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

Commissioner Rettman proposed an amendment to the resolution. She suggested adding the word "implement" to the final WHERE AS in the resolution on line 36, which changes it to say "plan for and implement future transit improvements in the Red Rock Corridor".

The amendment was seen as friendly.

Roll Call: Ayes – Rettman, Carter, Huffman, McDonough, Reinhardt, Ortega – 6. Nays – 0. (R14-14)

WHEREAS, The Red Rock Corridor originates in Hastings, extends 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 was formed in 1998 by a Joint Powers Agreement to address the transportation needs of the Red Rock Corridor; and

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

WHEREAS, The Red Rock Corridor Commission completed its Alternatives Analysis in 2007 which identified commuter rail as the preferred long-term transit mode for the Corridor; and

WHEREAS, Conditions in the corridor and region have changed and there is additional technical data available which may have an influence on the long term vision of the Red Rock Corridor; and

WHEREAS, The Red Corridor Commission has identified a need to complete an update to the Alternatives Analysis; and

WHEREAS, The Red Rock Corridor Commission has undertaken Alternatives Analysis Update study that incorporated new information with respect to population, travel patterns and infrastructure development; and

WHEREAS, Based on technical information, and the goals and objectives evaluation from the Alternatives Analysis Update, it was concluded that Bus Rapid Transit is the alternative that is best aligned with the Red Rock Corridor Commission's approved objectives,

WHEREAS, This conclusion has been made based on input received from the public in a variety of forums and in consultation with representatives on the Citizens Advisory Committee; and

WHEREAS, The results of the study will allow the Commission to make more informed and strategic decisions about the next steps in the corridor development; and

WHEREAS, The Ramsey County Regional Railroad Authority will continue to work with the Red Rock Corridor Commission to plan for and implement future transit improvements in the Red Rock Corridor and the surrounding land uses within the station areas; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the findings of the Red Rock Corridor Alternatives Analysis Update Study, dated February 27, 2014, which are on file with the Ramsey County Regional Railroad Authority office.

3. Requests for Proposals for Strategic Communications for the Rush Line Pro-Project Development Study

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner McDonough. Roll Call: Ayes – Rettman, Carter, Huffman, McDonough, Reinhardt, Ortega – 6. Nays – 0. (R14-15)

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

WHEREAS, The Rush Line Corridor extends from Union Depot north to Hinckley, MN, and includes the Ramsey County communities of St. Paul, Maplewood, Little Canada, Vadnais Heights, Gem Lake, White Bear Lake, and White Bear Township; and

WHEREAS, The Rush Line Corridor Task Force is a joint powers board of cities and counties along the Rush Line Corridor that was formed in 1999 to coordinate transit planning and advocacy activities; and

WHEREAS, The Ramsey County Regional Railroad Authority is a member and the fiscal agent of the Rush Line Corridor Task Force; and

WHEREAS, The Rush Line Corridor Task Force is currently completing a Pre-Project Development Study (aka Advanced Alternatives Analysis) to determine the best transit mode and alignment for the Rush Line Corridor; and

WHEREAS, The Rush Line Task Force desires strategic communications assistance to focus and expand knowledge of the Pre-Project Development Study amongst all stakeholders and to identify project supporters amongst the business community and elected officials,

WHEREAS, The Rush Line Task Force directed corridor staff to release a Request for Proposals for a strategic communications consultant; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Request for Proposals for Strategic Communications for the Rush Line Corridor, in accordance with the County policies and procedures on Requests for Proposals, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a consultant from the Rush Line Corridor Task Force.

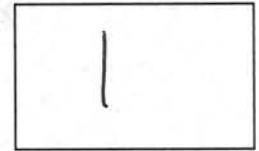
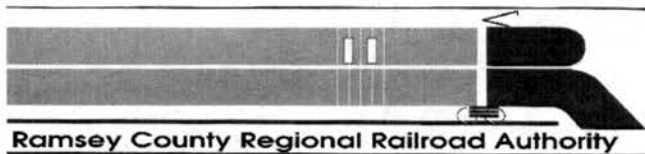
CORRIDOR UPDATES

- Union Depot/Amtrak

Chair Ortega reported that Joe Boardman, CEO of Amtrak, will be visiting the Union Depot tomorrow, May 7, for a morning meeting with the Ramsey County Board of Commissioners and a tour of the facility, as well as a public ribbon cutting ceremony/press conference at 10:30am for the opening of Amtrak services at Union Depot. Mayor Coleman, local elected officials and local media will also be present.

ADJOURNMENT

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



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **06/03/2014**

Regional Railroad Authority Meeting Date:

SUBJECT: Agreement with the Minnesota Department of Transportation for reimbursement of flagging protection services

EXECUTIVE SUMMARY

The Minnesota Department of Transportation (MnDOT) is the agency for the Lafayette Bridge Replacement Project. The bridge was deemed fracture critical and at the end of its useful life. On December 21, 2010, the Ramsey County Regional Railroad Authority (RCRRA) approved Resolution R10-57 authorizing the execution of a Construction, Operation and Maintenance Agreement and Dedication of a Highway Easement for the project. MnDOT started the project in 2011 (State Project #6244-30). MnDOT finished the new northbound bridge on February 28, 2014. The new northbound bridge will carry north and southbound traffic until MnDOT completes the new southbound bridge in 2015.

MnDOT started removing the old southbound bridge in spring of 2014. Demolition will take place over railroad track, including RCRRA's track at Union Depot (the Union Depot Railroad or UDR). MnDOT policy requires the use of flaggers whenever a contractor's work could endanger or interfere with railroad operations. RCRRA has the same policy for UDR. On May 4, 2014 Amtrak rail operations began at Union Depot and the first Empire Builder began operations at Union Depot on May 7, 2014. With the arrival of Amtrak rail operations at Union Depot on May 4, 2014 and the May 5, 2014 start of bridge construction over the Union Depot Railroad track, flagging protection is required for the UDR track in the Lafayette Bridge Project Area.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve Agreement #05875 with the Minnesota Department of Transportation, 395 John Ireland Boulevard, St. Paul, MN 55155, for the reimbursement of flagging protection services for the Union Depot Railroad, in an estimated amount of up to \$585,500, subject to approval by the County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance.
2. Authorize the Chair to execute the agreement.

SUBJECT: Agreement with the Minnesota Department of Transportation for reimbursement of flagging protection services

(Executive Summary continued)

When a bridge or highway project requires railroad flagging, the railroad whose track needs protection provides the flagging at the expense of the bridge or highway project. In this instance, UDR (RCRRA) will provide the flagging and MnDOT will pay the cost.

MnDOT has requested that the RCRRA provide the following flagging services for UDR:

- Ten hour days
- Six days a week (Monday through Saturday)
- Timeframe of May 5, 2014 to December 24, 2014 and March 1, 2015 to August 30, 2015

RCRRA, directed Railworks Track Systems, Inc. (Railworks), the contractor for UDR track operations and maintenance, to provide a cost estimate based on the information provided by MnDOT. The total estimated cost of the flagging protection service for dates identified by MnDOT is \$390,285.

RCRRA will amend the contract with Railworks to include flagging of UDR track for the Lafayette Bridge Project. RCRRA will pay Railworks for the actual cost up to 150% (\$585,500) of the estimated cost. MnDOT will reimburse RCRRA that actual cost through Agreement #05875 by and between RCRRA and MnDOT. The agreement becomes effective upon its execution by both parties. Any flagging costs associated with flagging operations prior to the execution of the agreement will be billed to MnDOT separately as part of the Lafayette Bridge Replacement Project. If the costs exceed \$585,500, Agreement #05875 with MnDOT will be amended to provide for the additional cost and MnDOT will reimburse RCRRA the additional amount.

SUBJECT: Agreement with the Minnesota Department of Transportation for reimbursement of flagging protection services

ATTACHMENTS:

Agreement #05875 with the Minnesota Department of Transportation

PREVIOUS ACTION:

Resolution R14-09 on February 25, 2014 approved the selection of Railworks Track Systems, Inc. to provide track operations and maintenance services for the Union Depot Railroad.

Resolution R10-51 on December 21, 2010 approved the execution of a Construction, Operation and Maintenance Agreement and Dedication of a Highway Easement to MnDOT for the Lafayette Bridge Project.

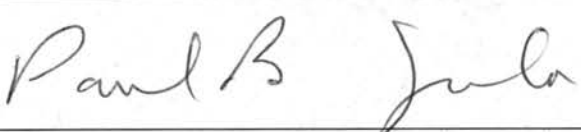
COUNTY MANAGER'S COMMENTS:

Approval of Agreement #05875, will provide RCRRA with reimbursement for flagging protection services, which is required to protect Union Depot Railroad trackage, as well as Amtrak and special train passengers, and to keep MnDOT's Lafayette Bridge Project on schedule.

SUBJECT: Agreement with the Minnesota Department of Transportation for reimbursement of flagging protection services

Regional Railroad Authority – Authorized Signature	Date
	5/22/14

Finance – Authorized Signature	Date
	5/22/14

County Attorney – Authorized Signature	Date
	5/21/14 29

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Agreement with the Minnesota Department of Transportation for reimbursement of flagging protection services

Draft Resolution

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

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

8 WHEREAS, The Ramsey County Regional Railroad Authority improved Union Depot to
9 include railroad track and facilities (Union Depot Railroad) to accommodate passenger railroad
10 service at Union Depot including Amtrak's Empire Builder.
11

12 WHEREAS, On May 4, 2014, Amtrak rail operations began at Union Depot. The first Empire
13 Builder began operations on May 7, 2014; and
14

15 WHEREAS, The Minnesota Department of Transportation's Lafayette Bridge Project
16 involves the removal of the existing Lafayette Bridge and its replacement with new northbound and
17 southbound bridges; and
18

19 WHEREAS, The Lafayette Bridge Project began in 2011 and is scheduled for completion in
20 the fall of 2015; and
21

22 WHEREAS, With the arrival of Amtrak service to Union Depot on May 4, 2014, and the May
23 5, 2014 start of construction over the Union Depot Railroad track, flagging protection for the Union
24 Depot Railroad's track is now required by both the Minnesota Department of Transportation and
25 the Ramsey County Regional Railroad Authority's policies for operation of the Union Depot
26 Railroad; and
27

28 WHEREAS, The Ramsey County Regional Railroad Authority directed Railworks Track
29 Systems, Inc. to provide a cost estimate based on the information provided by the Minnesota
30 Department of Transportation; and
31

32 WHEREAS, The cost estimate to provide flagging protection as required by the Minnesota
33 Department of Transportation is \$390,285; and
34

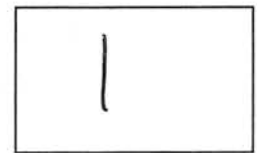
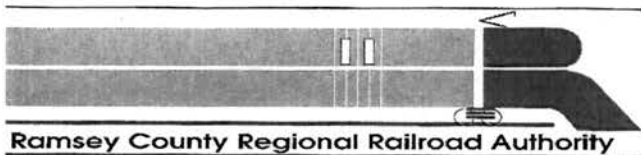
35 WHEREAS, The Minnesota Department of Transportation will provide reimbursement to
36 Ramsey County Regional Railroad Authority for actual costs up to 150%, or \$585,500, of the
37 estimated cost for flagging protection services through Agreement #05875; and
38

39 WHEREAS, Any flagging costs associated with flagging protection services incurred prior to
40 the execution of Agreement #05875 will be billed to Minnesota Department of Transportation
41 separately as part of the Lafayette Bridge Replacement Project. Now, Therefore, Be It
42

43 RESOLVED, The Ramsey County Regional Railroad Authority approves Agreement #05875
44 with the Minnesota Department of Transportation, 395 John Ireland Boulevard, St. Paul, MN
45 55155, for the reimbursement of flagging protection services for the Union Depot Railroad, in an

46 estimated amount of up to \$585,500, subject to approval by the County Attorney's Office, Ramsey
47 County Regional Railroad Authority, and Finance; And Be It Further
48

49 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
50 execute the agreement.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 06/03/2014

Regional Railroad Authority Meeting Date:

SUBJECT: Agreement with the Minnesota Department of Transportation for reimbursement of flagging protection services

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MnDOT started removing the old southbound bridge in spring of 2014. Demolition will take place over railroad track, including RCRRA's track at Union Depot (the Union Depot Railroad or UDR). MnDOT policy requires the use of flaggers whenever a contractor's work could endanger or interfere with railroad operations. RCRRA has the same policy for UDR. On May 4, 2014 Amtrak rail operations began at Union Depot and the first Empire Builder began operations at Union Depot on May 7, 2014. With the arrival of Amtrak rail operations at Union Depot on May 4, 2014 and the May 5, 2014 start of bridge construction over the Union Depot Railroad track, flagging protection is required for the UDR track in the Lafayette Bridge Project Area.

(The Executive Summary is continued on the following page)

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2. Authorize the Chair to execute the agreement.

SUBJECT: Agreement with the Minnesota Department of Transportation for reimbursement of flagging protection services

(Executive Summary continued)

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- Ten hour days
- Six days a week (Monday through Saturday)
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SUBJECT: Agreement with the Minnesota Department of Transportation for reimbursement of flagging protection services

ATTACHMENTS:

Agreement #05875 with the Minnesota Department of Transportation

PREVIOUS ACTION:

Resolution R14-09 on February 25, 2014 approved the selection of Railworks Track Systems, Inc. to provide track operations and maintenance services for the Union Depot Railroad.

Resolution R10-51 on December 21, 2010 approved the execution of a Construction, Operation and Maintenance Agreement and Dedication of a Highway Easement to MnDOT for the Lafayette Bridge Project.

COUNTY MANAGER'S COMMENTS:

Approval of Agreement #05875, will provide RCRRA with reimbursement for flagging protection services, which is required to protect Union Depot Railroad trackage, as well as Amtrak and special train passengers, and to keep MnDOT's Lafayette Bridge Project on schedule.

SUBJECT: Agreement with the Minnesota Department of Transportation for reimbursement of flagging protection services

Regional Railroad Authority – Authorized Signature	Date
	5/22/14

Finance – Authorized Signature	Date
	5/22/14

County Attorney – Authorized Signature	Date
	5/21/14 5/29/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Agreement with the Minnesota Department of Transportation for reimbursement of flagging protection services

Draft Resolution

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

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

8 WHEREAS, The Ramsey County Regional Railroad Authority improved Union Depot to
9 include railroad track and facilities (Union Depot Railroad) to accommodate passenger railroad
10 service at Union Depot including Amtrak's Empire Builder.
11

12 WHEREAS, On May 4, 2014, Amtrak rail operations began at Union Depot. The first Empire
13 Builder began operations on May 7, 2014; and
14

15 WHEREAS, The Minnesota Department of Transportation's Lafayette Bridge Project
16 involves the removal of the existing Lafayette Bridge and its replacement with new northbound and
17 southbound bridges; and
18

19 WHEREAS, The Lafayette Bridge Project began in 2011 and is scheduled for completion in
20 the fall of 2015; and
21

22 WHEREAS, With the arrival of Amtrak service to Union Depot on May 4, 2014, and the May
23 5, 2014 start of construction over the Union Depot Railroad track, flagging protection for the Union
24 Depot Railroad's track is now required by both the Minnesota Department of Transportation and
25 the Ramsey County Regional Railroad Authority's policies for operation of the Union Depot
26 Railroad; and
27

28 WHEREAS, The Ramsey County Regional Railroad Authority directed Railworks Track
29 Systems, Inc. to provide a cost estimate based on the information provided by the Minnesota
30 Department of Transportation; and
31

32 WHEREAS, The cost estimate to provide flagging protection as required by the Minnesota
33 Department of Transportation is \$390,285; and
34

35 WHEREAS, The Minnesota Department of Transportation will provide reimbursement to
36 Ramsey County Regional Railroad Authority for actual costs up to 150%, or \$585,500, of the
37 estimated cost for flagging protection services through Agreement #05875; and
38

39 WHEREAS, Any flagging costs associated with flagging protection services incurred prior to
40 the execution of Agreement #05875 will be billed to Minnesota Department of Transportation
41 separately as part of the Lafayette Bridge Replacement Project. Now, Therefore, Be It
42

43 RESOLVED, The Ramsey County Regional Railroad Authority approves Agreement #05875
44 with the Minnesota Department of Transportation, 395 John Ireland Boulevard, St. Paul, MN
45 55155, for the reimbursement of flagging protection services for the Union Depot Railroad, in an

46 estimated amount of up to \$585,500, subject to approval by the County Attorney's Office, Ramsey
47 County Regional Railroad Authority, and Finance; And Be It Further
48

49 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
50 execute the agreement.

AGREEMENT	05875
DATED	
S.P.	6244-30
FUNDS	100% STATE
Construction of Bridge No. 62017 & 62018 (Lafayette Bridge) on TH 52 in St. Paul, Ramsey County, MN	
Ramsey County Regional Railroad Authority	
Standard Encroachment Agreement	

THIS AGREEMENT, made and entered into by and between the **RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY**, (Company), and the **STATE OF MINNESOTA** through its **COMMISSIONER OF TRANSPORTATION**, (State),

RECITALS:

1. The State has prepared plans, specifications and special provisions for the construction of Bridge No. 62017 & 62018 on TH 52 over railroad tracks in St. Paul, Ramsey County, MN.
2. The plans, specifications and special provisions together with the Mn/DOT Standard Specifications for Construction, 2014 Edition on file with the State, constitute the specifications for the Project.
3. In order to accommodate the Project, it will be necessary for the Company to provide railroad flagging services for construction purposes, and the Company is willing to do so under the terms and conditions set forth in this Agreement.
4. The State, pursuant to Minnesota Statute Section 161.20 is authorized to enter into an agreement with the Company for the work.

CONTRACT:

1. EXHIBITS

1.1 The State's "Standard Clauses for Railroad-Highway Agreements" (Standard Clauses), is attached and incorporated as Exhibit "A". Except as expressly modified, all of the terms and conditions set forth in the Standard Clauses are incorporated into this Agreement.

1.2 Exhibit "B", the location print and Exhibit "C", the detailed cost estimate, are attached and incorporated into this Agreement.

2. WORK PERFORMANCE

2.1 At the request of the State, subsequent to the execution of this Agreement, the Company will perform all work required by reason of the Project. The location of the Project is as shown on the print attached hereto, marked Exhibit "B".

2.2 The Daily Utility Report provided for in Article 7a of the Standard Clauses will not be required if the construction work is expected to last 10 working days or less.

3. COSTS

3.1 The actual costs of the work and services contemplated by this Agreement, including preliminary engineering costs, will be financed with State funds. The State will pay the Company as provided herein for only such items of work and expense as are proper and eligible for payment. Only materials actually incorporated into the work will be eligible for reimbursement.

3.2 The Company will be paid in accordance with Article 8 of the Standard Clauses, Exhibit "A".

3.3 It is understood that the following estimate is for informational purposes only. The estimated cost of the various items of work to be done by the Company hereunder with its own equipment and regularly employed forces and in accordance with the Company's Agreements with such regularly employed forces is as follows, and in further accordance with detailed estimate Exhibit "C".

Flagging	\$390,285.00
Total Estimated Cost	\$390,285.00

3.4 In the event it is found that the cost of the work will exceed the Total Estimated Cost, but will be less than Total Estimated Cost plus 50%, then an increase in eligible reimbursement will be allowed without an amendment to this Agreement.

3.5 The State's total financial obligation shall not increase beyond the Total Estimated Cost plus 50%, without the State's approval and the encumbrance of additional funds. Any work which will result in costs exceeding 150% of the Total Estimated Cost will require an amendment to this Agreement and prior approval of the State before the work is performed.

4. **WORK CHANGE**

4.1 In the event it is determined that a change from the statement of work to be performed by the Company, as outlined in the detailed estimate, Exhibit "C", is required, it shall be authorized only by an amendment to this Agreement executed prior to the performance of the work involved in the change.

The Remainder of this page has been intentionally left blank.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY:

By: _____ Dated: _____
Rafael E. Ortega, Chair

Approval Recommended

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

Approved as to form and insurance:

By: _____ Dated: _____
Assistant Ramsey County Attorney

STATE OF MINNESOTA:

COMMISSIONER OF TRANSPORTATION

By: _____ Dated: _____
Manager, Railroad Administration Section

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Signed: _____ Dated: _____ SWIFT: _____

**APPROVED:
DEPARTMENT OF ADMINISTRATION**

By: _____ Dated: _____
Authorized Signature

EXHIBIT "A"

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD CLAUSES
FOR
RAILROAD-HIGHWAY AGREEMENTS

1. EFFECTIVE DATE

This Agreement will become effective upon the date State obtains all signatures required by Minnesota Statutes Section 16C.05 (Subd. 2).

2. CANCELLATION

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Company. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Company will be entitled to payment, determined on a pro rata basis for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Company notice of the lack of funding within a reasonable time of the State's receiving that notice.

3. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

4. COMMISSIONER'S OFFICIAL CAPACITY

The Commissioner of Transportation of the State of Minnesota is acting in an official capacity only and is not personally responsible or liable to the Company or to any person or persons whomsoever for any claims, damages, actions, or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance or completion of the project.

5. DATA DISCLOSURE

Under Minnesota Statutes Section 270C.65, and other applicable law, the Company consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Company to file state tax returns and pay delinquent state tax liabilities, if any.

6. ELIGIBILITY OF COSTS

The provisions contained in Federal-Aid Policy Guide, Chapter 1, Subchapter G, Part 646, Subpart B and Chapter 1, Subchapter B, Part 140, Subpart I, apply to railway-highway project, regardless of the method of financing the project.

7. WORK REPORTS

The Company will furnish the State's Engineer in charge of the project:

- a. "Form 21191, Minnesota Department of Transportation, Daily Utility Report", or equivalent approved by the State's engineer showing the number of people on payroll, classification, and total hours worked, and equipment used, at a time mutually agreed upon by the Company and the State.
- b. Full detailed information as to progress of work and amount of labor and material used as of the time of request.

The Company will, make other reports, keep other records and perform other work in such manner a time as may be necessary to enable State to collect and obtain available federal aid.

8. REIMBURSEMENT

The State will reimburse the Company for actual expenses incurred performing the work set forth in this Agreement. Payments will be made in accordance with the following:

- a. State will make payments in accordance with Minnesota Statutes §16A.124.
- b. Invoices for labor and materials ("partial invoices") may be submitted on a periodic basis during the term of the project, but not more frequently than once per month. These valid partial invoices will be paid 30 days from the date they are received by the Office of Freight and Commercial Vehicle Operations, Railroad Administration Section.
- c. Partial invoices that are not approved due to disputed items will be returned to the Company with a request for an explanation for any disputed items. If the dispute is resolved, the State shall pay the Company within 30 days of receiving a corrected invoice. The State may pay the non-disputed portion of any disputed invoice.
- d. Final invoices must be submitted within 120 days of the completion of the reimbursable railroad work. Invoices submitted after this date, and less than one (1) year after the last activity on the project will not be paid, unless good cause is shown for the delay in the submission of the invoice. In accordance with federal regulations, 23 CFR 140.922, any final invoice received more than one (1) year after the last reimbursable railroad work will not be paid.

- e. Partial invoices must be based on actual (not estimated) costs incurred. Partial invoices need not be itemized, but State must be able to substantiate costs by checking the Company's records. The final invoice will be a detailed, itemized statement of all items of work performed by the Company, as shown in the appropriate exhibit or exhibits attached to this Agreement, and shall be marked "Final Invoice".
- f. Payment of the final invoice will be made after State inspects and approves the work. All work will be inspected within 120 days from receipt of the final invoice. Subsequently, the final invoice will be forwarded for audit by the State, in accordance with the requirements of state and federal laws and regulation. The Company will keep account of its work in such a way that accounts may be readily audited. In the event that any amount previously paid to the company is in excess of the actual cost determined by audit, the Company, upon notice from the State, will within 30 days pay to the State the difference. Conversely, in the event that any amount previously paid to the Company is less than the actual costs determined by audit, the State shall pay the actual costs due within 30 days of the determination of the actual costs of the work.
- g. All invoices shall be addressed as follows:

Mn/DOT Office of Freight and Commercial Vehicle Operations
M.S. 470, Rail Administration Section
395 John Ireland Boulevard
St. Paul, MN 55155-1899

9. WORKERS' COMPENSATION

The Company certifies that it is in compliance with workers' compensation insurance coverage required by Minnesota Law, or Federal Law if the Company is subject to Federal Law which preempts the Minnesota Law. The Company will require its contractors to present proof of coverage under the Minnesota Workers Compensation Act. The Company's employees and agents will not be considered State employees. Any claims arising under workers compensation laws and any claims made by a third party as a consequence of the acts or omissions of the Company, its agents, employees or contractors are in no way the responsibility of the State.

10. COST-SHARING

If the cost of a project is being shared by the State and other parties, each party should receive a bill setting forth its proportional share of the costs whenever a project billing is submitted.

11. INSPECTION, STANDARDS OF PERFORMANCE

The Company and/or Local Agency will permit the State to inspect and approve the work performed under this Agreement during the regular working hours of the Company without prior notice. The State may refuse to approve any and all work performed under this Agreement for failure to comply with applicable standards for work of that type. If the State fails to approve the work performed under this Agreement, the State may refuse to make any further payments under this Agreement until the work at issue is performed in accordance with acceptable standards for work of this type and said work is approved by the State.

The Company and/or Local Agency warrants that it will perform all work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the State may immediately suspend further payments under this Agreement and the Company must repay all funds expended on unsatisfactory work.

12. OVERRUN OF ESTIMATED COSTS WITH NO WORK CHANGES

If it appears to the Company, at any time subsequent to the date of this Agreement and prior to the final completion of such work, that the actual cost of the project will exceed the estimated cost, the Company must send written request for approval to the State. The request will explain the reasons for the additional costs and the amount of the costs. If State approves such request, State will encumber additional funds and then issue a notice to proceed. Any additional expenses incurred by the Company prior to receiving notice to proceed may not be reimbursed by State. State's maximum obligation under this Agreement will not exceed 150% of the estimated cost, except by a fully-executed amendment to this Agreement.

13. STATE AUDITS

Under Minnesota Statutes Section 16.C.05, subd. 5, the Company's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after an appropriate State official certifies the Company's completion of the construction required under this Agreement.

14. DATA PRACTICES

Government Data Practices. This Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

A) Only to the extent that Company's duties and obligations under this Agreement require the performance of State's governmental functions will all data created, collected, received, stored, used, maintained or disseminated by Company under this Agreement be subject to the provisions of Minnesota Statutes Section 13.05, subdivision 11. In such case, the remedies of Minnesota Statutes Section 13.08 will apply to the release by Company of the data governed by the Minnesota Government Data Practices Act.

B) If the Company receives a request to release the data governed by this section, Company must immediately notify State. State will give Company instructions concerning the release of the data to the requesting party before the data is released.

15. NONDISCRIMINATION

If the Company enters into a contract with a contractor, to perform all or any portion of the Company's work set forth in this Agreement, the Company for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all of the nondiscrimination provisions in this agreement and as set forth in "Appendix A" attached hereto and made a part hereof.

16. DISADVANTAGED BUSINESS ENTERPRISE

The disadvantaged business enterprise requirements of 49 CFR 26, apply to this Agreement. The Company will insure that disadvantaged business enterprises as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts, financed in whole or in part with federal funds. In this regard, the Company will take all necessary and reasonable steps in accordance with 49 CFR 26, to insure that disadvantaged business enterprises have the maximum opportunity to compete for and perform any contracts awarded under this Agreement. The Company shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts under this Agreement. Failure to carry out the above requirements constitutes breach of this Agreement, and may result in termination of the Agreement by the State,

and possible debarment from performing other contractual services with the Federal Department of Transportation.

17. AMENDMENTS, WAIVER, MERGER, AND COUNTERPARTS

Any amendments to this Agreement must be in writing and executed by the same parties who executed the original Agreement, or their successors in office. Failure of a party to enforce any provision of this Agreement will not constitute or be construed as, a waiver of such provision or of the right to enforce such provision. This Agreement contains all prior negotiations and agreements between the Company and the State. No other understandings, whether written or oral, regarding the subject matter of this Agreement will be deemed to exist or to bind either or both of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

18. PLAN REVIEW (BRIDGE)

The State will review plans and specifications for the construction of the grade separation structure and approve the separation of grades of the tracks of the Company and of the trunk highway, as shown in the plans and specifications referred to in this Agreement.

19. CONTRACT LETTING

The State agrees to let a contract pursuant to law for the construction of the highway project referred to in this Agreement, in accordance with said plans and specifications referred to in this Agreement.

20. COMPLIANCE WITH PLANS & SPECIFICATIONS

The State agrees that all work performed by the State on the right of way of the Company shall be performed and completed in accordance with said plans and specifications in a manner satisfactory to the Chief Engineer of the Company, or his authorized representative. The State agrees that any contract let by it, for the performance of any construction work contemplated by this Agreement, will require the contractor to comply with all of the provisions relating to work on railroad right of way contained in Mn/DOT Standard Specifications for Construction, 2014 Edition, to furnish to the Company a Railroad Protective Liability Insurance Policy and to carry regular Contractor's Public Liability and Property Damage Insurance, both as specified in the Federal-Aid Policy Guide, Chapter 1, Subchapter G, Part 646, Subpart A, and having limits of liability, as specified in the specifications and special provisions referred to in this Agreement. The Railroad Protective Liability Policy and evidence of the Contractor's Public Liability and Property Damage Insurance, executed by an insurer qualified to write such policies in the State of Minnesota, must be delivered to the Company prior to the entry upon or use of the Company's property by the contractor.

21. PLAN CHANGES

The State reserves the right to make such changes in the plans or character of the work, as the work under the contract progresses, as will, in the commissioner of Transportation's judgment, be reasonably necessary to cause the agreed highway project to be in all things constructed and completed in a satisfactory manner, and to that end, and as supplemental to any contract let for the construction of said project, to enter into any supplemental agreement with the contractor for the performance of any extra work or work occasioned by any necessary, advantageous or desirable change in the plans. Any such changes in plan or the character or work, involving the Company's facilities or property, will be subject to the assent of the Company.

22. LEGAL RIGHTS

The State will pay up to the limit of the amount encumbered by State, the entire cost of the work to be performed under the contract to be let by the State, including the State's supervision of the contract work, provided, however:

- (1) that nothing herein contained will prevent the State from pursuing and enforcing any of its common law and statutory rights, which it may have against any tortfeasor, including any contractor and the Company;
- (2) that when the Company has liability or obligation to the United States or the State for any portion of the railway-highway project, the Company will pay its share of the railway-highway project in the manner and to the extent set forth elsewhere in the Agreement.

23. CONSTRUCTION DELAY

In the event that the State does not enter into a contract for construction of the project contemplated by this Agreement on or before a day 12 months after the effective date of this Agreement, then either party may, at any time thereafter, serve notice of cancellation upon the other party, by registered mail, and this Agreement will immediately be canceled; provided, however, that the Company will be reimbursed in full by the State for all reimbursable costs incurred after this Agreement is effective and prior to the cancellation.

The Remainder of this page has been intentionally left blank.

APPENDIX A

Non-Discrimination Provisions of Title VI of the Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) **Compliance with Regulations:** The Contractor will comply with Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Highway Administration (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C".
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligation under this contract and the Regulations relative to discrimination on the ground of race, color or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for noncompliance:** In the event of contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



18

Exhibit A
Detailed Cost Estimate

Total Estimated Cost: \$390,285

The cost estimate above is based on working ten (10) hour days six days a week (Monday through Saturday) starting May 5, 2014 until December 24, 2014 and from March 1, 2015 to August 30, 2015.

Costs for flagging are billed at the following rates:

Monday - Friday:	\$802.5/day
Saturday - Sunday:	\$133.75/hr (8 hour minimum)
Holidays:	\$133.75/hr (8 hour minimum)

Any work beyond an 8 hour in a single day will be considered overtime and will be billed at \$133.75/hr.

Work for 2014 is estimated at the following:

Weekdays:	\$130,005
Weekday Overtime:	\$43,335
Saturdays:	\$44,138

2014 Estimated Total: \$217,478

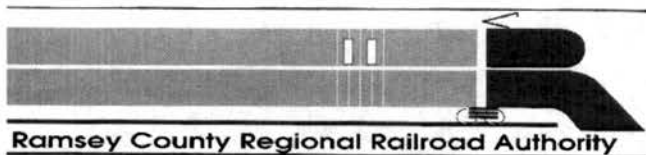
Work for 2015 is estimated at the following:

Weekdays:	\$103,523
Weekday Overtime:	\$34,508
Saturdays:	\$33,438
Holidays:	\$1,338

2015 Estimated Total: \$172,807

Sundays are not included in the estimated cost. Railroad Holidays are identified below. Good Friday is the holiday included in the 2015 cost estimate. All other holidays are not included in the cost estimate.

- | | |
|------------------|-----------------------------|
| • New Year's Day | • Thanksgiving |
| • Presidents Day | • Friday after Thanksgiving |
| • Good Friday | • Christmas Eve |
| • Memorial Day | • Christmas |
| • July 4th | • New Year's Eve |



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **06/03/2014**

Regional Railroad Authority Meeting Date:

SUBJECT: Amendment #1 to the contract with Railworks Track Systems, Inc.

EXECUTIVE SUMMARY

The Minnesota Department of Transportation (MnDOT) is the agency for the Lafayette Bridge Replacement Project. The bridge was deemed fracture critical and at the end of its useful life. On December 21, 2010, the Ramsey County Regional Railroad Authority (RCRRA) approved Resolution R10-57 authorizing the execution of a Construction, Operation and Maintenance Agreement and Dedication of a Highway Easement for the project. MnDOT started the project in 2011. MnDOT finished the new northbound bridge on February 28, 2014. The new northbound bridge will carry north and southbound traffic until MnDOT completes the new southbound bridge in 2015.

MnDOT started removing the old southbound bridge in spring of 2014. Demolition will take place over railroad track, including RCRRA's track at Union Depot (the Union Depot Railroad or UDR). MnDOT policy requires the use of flaggers whenever a contractor's work could endanger or interfere with railroad operations. RCRRA has the same policy for UDR. Amtrak rail operations began at Union Depot on May 4, 2014 and the first Empire Builder began operations at Union Depot on May 7, 2014. With the arrival of Amtrak rail operations at Union Depot on May 4, 2014 and the May 5, 2014 start of bridge construction over the Union Depot Railroad track, flagging protection is required for the UDR track in the Lafayette Bridge Project Area. When a bridge or highway project requires railroad flagging, the railroad whose track needs protection provides the flagging at the expense of the bridge or highway project. In this instance, UDR (RCRRA) will provide the flagging and MnDOT will pay the cost.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve Amendment #1 to the contract between Railworks Track Systems, Inc., to provide flagging protection for the Union Depot Railroad, for the period of 5/5/14 to 10/31/15, in an estimated amount of up to \$585,500, which will be funded by the Minnesota Department of Transportation, increasing the contract amount to \$851,000.
2. Authorize the Chair to execute Amendment #1.

SUBJECT: Amendment #1 to the contract with Railworks Track Systems, Inc.

(Executive Summary continued)

On April 3, 2014 RCRRA approved the contract with Railworks Track Systems Inc. (Railworks) for UDR track operations and maintenance services. The contract does not provide for flagging services. The contract needs to be amended to include flagging services in connection with the Lafayette Bridge Project to comply with MnDOT's flagging requirement, to protect UDR trackage and Amtrak and special train passengers, and to keep the Lafayette Bridge Project on schedule.

Railworks provided a cost estimate for the provision of the flagging services under the following conditions identified by MnDOT for the bridge project:

- Ten hour days
- Six days a week (Monday through Saturday)
- Timeframe of May 5, 2014 to December 24, 2014 and March 1, 2015 to August 30, 2015

Due to the extended duration of required flagging, Railworks identified a qualified flagging subcontractor, RailPros to provide the service. RailPros has over seven years of experience in flagging protection for multiple class one railroads and is committed to providing the same quality service to RCRRA for UDR flagging operations. The estimated cost is \$390,285 for the dates and conditions identified by MnDOT. MnDOT, through Agreement #05875, is responsible for actual costs up to 150% (\$585,500) of the estimated amount. The Railworks contract amendment will increase the contract amount from \$265,500 to \$851,000 to be sufficient to pay 150% of the estimated flagging cost. RCRRA will pay Railworks the actual cost and MnDOT will reimburse RCRRA the amount paid to Railworks. If the costs exceed \$585,500, the agreement with Railworks will be amended to provide for the additional cost and MnDOT will reimburse RCRRA the additional amount.

SUBJECT: Amendment #1 to the contract with Railworks Track Systems, Inc.

ATTACHMENTS:

Amendment to the contract with Railworks Track Systems, Inc.

PREVIOUS ACTION:

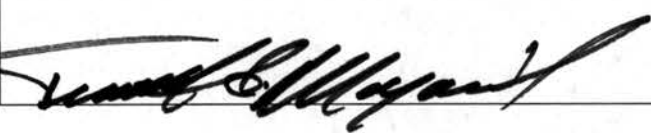
Resolution R14-09 on February 25, 2014 approved the selection of Railworks Track Systems, Inc. to provide track operations and maintenance services for the Union Depot Railroad.

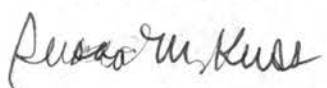
Resolution R10-51 on December 21, 2010 approved the execution of a Construction, Operation and Maintenance Agreement and Dedication of a Highway Easement to MnDOT for the Lafayette Bridge Project.

COUNTY MANAGER'S COMMENTS:

Approval of Amendment #1 to the contract with Railworks Track Systems, Inc. is required to protect Union Depot Railroad track, as well as Amtrak and special train passengers, and to keep MnDOT's Lafayette Bridge Project on schedule.

SUBJECT: Amendment #1 to the contract with Railworks Track Systems, Inc.

Regional Railroad Authority – Authorized Signature	Date
	5-22-14

Finance – Authorized Signature	Date
	5/22/14

County Attorney – Authorized Signature	Date
	5/21/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Amendment #1 to the contract with Railworks Track Systems, Inc.

Draft Resolution

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

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

8 WHEREAS, The Ramsey County Regional Railroad Authority improved Union Depot to
9 include railroad track and facilities (Union Depot Railroad) to accommodate passenger rail service
10 at Union Depot including Amtrak's Empire Builder; and
11

12 WHEREAS, On May 4, 2014, Amtrak rail operations began at Union Depot. The first Empire
13 Builder began operations at Union Depot on May 7, 2014; and
14

15 WHEREAS, The Minnesota Department of Transportation's Lafayette Bridge Project
16 involves the removal of the existing Lafayette Bridge and its replacement with new northbound and
17 southbound bridges; and
18

19 WHEREAS, The Lafayette Bridge Project began in 2011 and is scheduled for completion in
20 the fall of 2015; and
21

22 WHEREAS, With the arrival of Amtrak service to Union Depot on May 4, 2014, and the May
23 5, 2014 start of construction over the Union Depot Railroad track, flagging protection for the Union
24 Depot Railroad's track is now required by both the Minnesota Department of Transportation and
25 the Ramsey County Regional Railroad Authority's policies for operation of the Union Depot
26 Railroad; and
27

28 WHEREAS, The Ramsey County Regional Railroad Authority entered into a contract with
29 Railworks Track Systems, Inc. on April 3, 2014 to provide track operations and maintenance for the
30 Union Depot Railroad; and
31

32 WHEREAS, The existing contract with Railworks Track Systems, Inc. does not provide for
33 flagging protection needed for the Union Depot Railroad for the Lafayette Bridge Project as
34 required by the Minnesota Department of Transportation; and
35

36 WHEREAS, The Ramsey County Regional Railroad Authority directed Railworks Track
37 Systems, Inc. to provide a cost estimate based on the information provided by the Minnesota
38 Department of Transportation; and
39

40 WHEREAS, The cost estimate to provide flagging protection as required by the Minnesota
41 Department of Transportation is \$390,285; and
42

43 WHEREAS, The Minnesota Department of Transportation will provide reimbursement to
44 Ramsey County Regional Railroad Authority for actual costs up to 150% of the estimate, or
45 \$585,500, for flagging protection services through Agreement #05875; and
46

5

47 WHEREAS, Ramsey County Regional Railroad Authority is committed to providing for the
48 safe operation of passenger trains over the Union Depot Railroad; and
49

50 WHEREAS, Flagging protection is needed to protect the Union Depot Railroad and ensure
51 the safety of rail passengers, Now, Therefore, Be It
52

53 RESOLVED, The Ramsey County Regional Railroad Authority Approves Amendment #1 to
54 the contract between Railworks Track Systems, Inc., to provide flagging protection for the Union
55 Depot Railroad, for the period of 5/5/14 to 10/31/15, in an estimated amount of up to \$585,500,
56 which will be funded by the Minnesota Department of Transportation, increasing the contract
57 amount to \$851,000; And Be It Further
58

59 RESOLVED , The Ramsey County Regional Railroad Authority authorizes the Chair to
60 execute Amendment #1.
61

**AMENDMENT TO AGREEMENT BETWEEN RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY AND RAILWORKS TRACK SYSTEMS, INC FOR UNION
DEPOT RAILROAD TRACK OPERATIONS AND MAINTENANCE SERVICES**

WHEREAS, Ramsey County Regional Railroad Authority ("RCRRA") and Railworks Track Systems, Inc., a Nevada corporation with a home office of 5 Penn Plaza 15th Floor, New York, NY 10001, registered office of 380 Jackson Street Suite 700, St. Paul Man 55101, and a principal place of business in Minnesota of P.O. Box 959 8485 West 201th Street, Lakeville, MN 55044 ("Contractor") entered into an Agreement dated March 19, 2014 for the operations and maintenance of the Union Depot Railroad's track (the "Agreement"); and

WHEREAS, On May 4, 2014, Amtrak rail operations began at Union Depot. The first Empire Builder began operations on May 7, 2014; and

WHEREAS, The Minnesota Department of Transportation's, Lafayette Bridge Project involves the removal of the existing Lafayette Bridge and its replacement with a new northbound and southbound bridges; and

WHEREAS, The Lafayette Bridge Project began in 2011 and is scheduled for completion in the fall of 2015; and

WHEREAS, With the arrival of Amtrak service to Union Depot on May 4, 2014 and the May 5, 2014 start of construction over the Union Depot Railroad track, flagging protection for the Union Depot Railroad's track is now required by both the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority's policies for operation of the Union Depot Railroad; and

WHEREAS, The Ramsey County Regional Railroad Authority directed the Contractor to provide this service in accordance with the parameters identified in **Exhibit A**; and

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

1. The Scope of Services shall include flagging protection services.
2. The cost for the flagging services shall be billed upon actual costs in accordance with cost estimate provided in Exhibit A.
3. The flagging protection services will increase the contract amount by and estimated \$585,500 which is 150% of the \$390,285 estimated cost of the service and at no time shall exceed \$585,500.

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

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

Rafael E. Ortega, Chair
Board of RCRRA Commissioners

Date: _____

Approval Recommended:

Timothy A. Mayasich, Director

Date: _____

Approved as to form and insurance:

Assistant County Attorney

Date: _____

**RAILWORKS TRACK
SYSTEMS, INC**

By: _____

Print Name: _____

Title: _____

Date: _____

8

Exhibit A
Detailed Cost Estimate

Total Estimated Cost: \$390,285

The cost estimate above is based on working ten (10) hour days six days a week (Monday through Saturday) starting May 5, 2014 until December 24, 2014 and from March 1, 2015 to August 30, 2015.

Costs for flagging are billed at the following rates:

Monday - Friday:	\$802.5/day
Saturday - Sunday:	\$133.75/hr (8 hour minimum)
Holidays:	\$133.75/hr (8 hour minimum)

Any work beyond an 8 hour in a single day will be considered overtime and will be billed at \$133.75/hr.

Work for 2014 is estimated at the following:

Weekdays:	\$130,005
Weekday Overtime:	\$43,335
Saturdays:	\$44,138

2014 Estimated Total: \$217,478

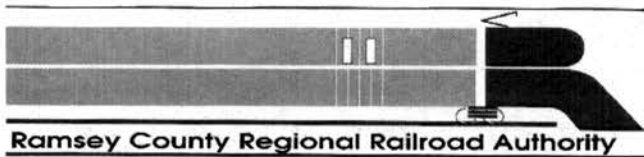
Work for 2015 is estimated at the following:

Weekdays:	\$103,523
Weekday Overtime:	\$34,508
Saturdays:	\$33,438
Holidays:	\$1,338

2015 Estimated Total: \$172,807

Sundays are not included in the estimated cost. Railroad Holidays are identified below. Good Friday is the holiday included in the 2015 cost estimate. All other holidays are not included in the cost estimate.

- | | |
|------------------|-----------------------------|
| • New Year's Day | • Thanksgiving |
| • Presidents Day | • Friday after Thanksgiving |
| • Good Friday | • Christmas Eve |
| • Memorial Day | • Christmas |
| • July 4th | • New Year's Eve |



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 06/03/2014

SUBJECT: Zip Rail - Presentation

EXECUTIVE SUMMARY:

The Olmsted County Regional Railroad Authority, in cooperation with the Minnesota Department of Transportation and the Federal Railroad Administration, is preparing a Tier I Environmental Impact Statement (EIS) to evaluate potential passenger rail alternatives for the Rochester - Twin Cities High-Speed Passenger Rail Corridor between Rochester and Minneapolis/St. Paul, Minnesota in compliance with the National Environmental Policy Act of 1969 (NEPA). The Rochester - Twin Cities Rail Corridor, or Zip Rail, is an approximately 100-mile corridor located between Rochester and the Minneapolis/St. Paul Metropolitan Area.

Chuck Michael, Project Manager at Olmsted County Regional Railroad Authority, will present on the Zip Rail project.

ACTION REQUESTED:

None. For information and discussion only.

SUBJECT: Zip Rail - Presentation

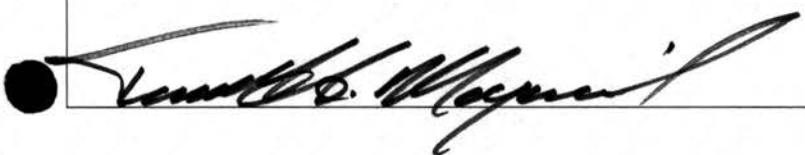
ATTACHMENTS:

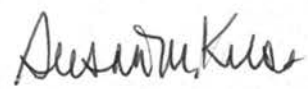
Zip Rail Power Point Presentation

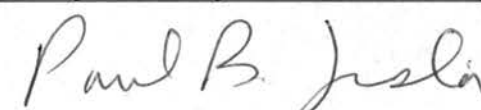
PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

SUBJECT: Zip Rail - Presentation

Regional Railroad Authority – Authorized Signature	Date
	5-22-14

Finance – Authorized Signature	Date
	5/22/14

County Attorney – Authorized Signature	Date
	5/21/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date



Rochester-Twin Cities

Passenger Rail Corridor Investment Plan



Ramsey County Regional Railroad Authority

June 3, 2014



Project Sponsors



- Minnesota Department of Transportation – Passenger Rail Office
 - Dan Krom, Director
 - Praveena Pidaparathi, Planning Director
 - Garneth Peterson, Environmental Coordinator
- Olmsted County Regional Rail Authority
 - Ken Brown, Commissioner
 - Chuck Michael, Project Manager
- Project Web Site: www.goziprail.org

Technical Advisory Committee



- Minnesota Department of Transportation (Lead State Agency)
- Federal Railroad Administration (Lead Federal Agency)
- Federal Aviation Administration
- Metropolitan Council
- Metropolitan Airports Commission
- Rochester Airport Commission
- Rochester-Olmsted Council of Governments
- Dakota County
- Dodge County
- Goodhue County
- Hennepin County
- Olmsted County
- Ramsey County
- Rice County
- City of Rochester
- City of Rosemount
- UMore Development, LLC/University of Minnesota
- Southeast Minnesota Rail Alliance
- Flint Hills Resources
- Canadian Pacific Railway
- Union Pacific Railroad

*** Additional Cities will be added to the TAC during the Tier 1 EIS Scoping Process*

Development Schedule



- Service Development Plan and Tier 1 EIS
 - Began 2012 (Currently Underway)
 - Complete 2015
- Preliminary Engineering and Tier 2 Environmental Documentation
 - Begin 2015
 - Complete 2019

Service Development Plan (SDP)



- Business Case Justifying Federal Investment
 - Purpose & Need
 - Capital & Operating Costs
 - Service & Operating Plan
 - Ridership and Benefits
 - Land Use Impacts
 - Implementation Plan

Environmental Process



- Minnesota Environmental Policy Act (MEPA)
 - Minnesota Environmental Quality Board (MEQB)
 - Scoping Booklet
 - Scoping Decision Document
- National Environmental Policy Act (NEPA)
 - Tier 1 EIS
 - Record of Decision for Service NEPA

Purpose and Need



- Guides all alternatives evaluation efforts
- Purpose:
 - Provide intercity passenger rail service linking the regional economic center of Rochester and the Twin Cities Metropolitan Area economic hub
 - Provide options for the growing population and accessibility to population centers
 - Improve safety, convenience and time of travel
 - Complement the plans of the Midwest Regional Rail Initiative and Minnesota Comprehensive Statewide Freight and Passenger Rail Plan

Purpose and Need



- Need:
 - Increase in population and employment in Rochester, the Twin Cities Metropolitan Area, and Southeast Minnesota
 - Future travel demand to accommodate growth in economic generators and attractions such as the Mayo Clinic, University of Minnesota as well as services and industries that will support those facilities
 - Limited direct and convenient connection opportunities for the corridor between Rochester and the Twin Cities

Project Overview



- Study Area



Universe of Alternatives



- Universe of Alternatives



Universe of Alternatives



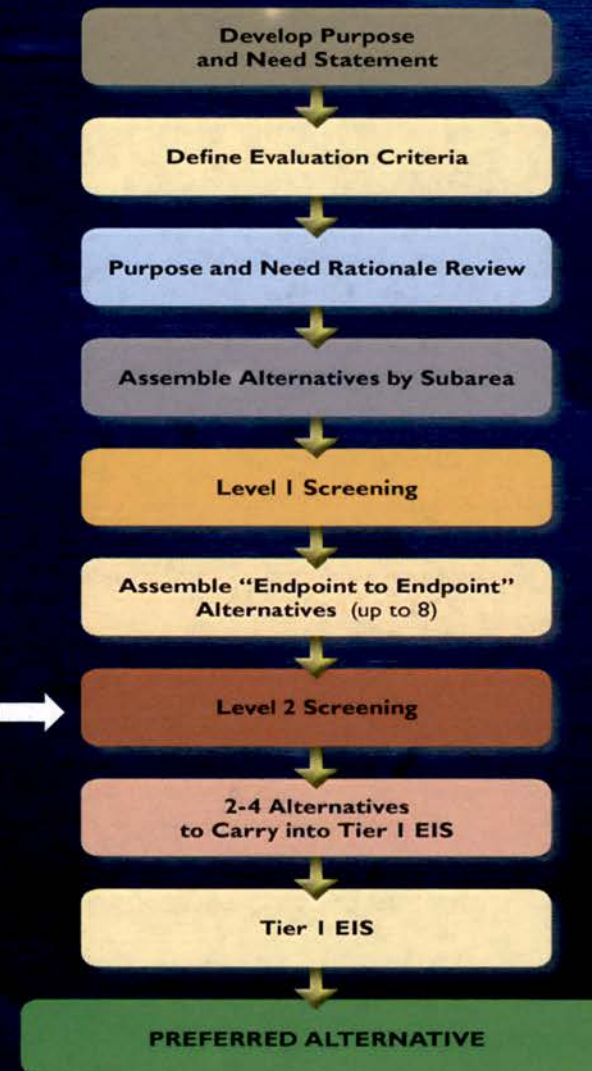
- More than 1,200 possible combinations
- Segmented the corridor to facilitate the identification and evaluation of alignment options
- Northern segments between Target Field/Union Depot/MSP and Coates
- Southern segments between Coates and Downtown Rochester/RST Airport

Alternatives Development/Evaluation



- Evaluation Process
 - Purpose and Need Rationale Review
 - Level 1 Screening
 - Level 2 Screening
 - Tier 1 EIS

We are here →



Level 1 Screening



- Level 1 Screening Criteria
 - Preliminary Travel Time (end to end)
 - Redundancy
 - Impacts to the Natural Environment
 - Impacts to the Built Environment

Level 1 Screening Results



- 15 Alternatives to be carried forward
 - Two potential routes Coates to MSP
 - Three potential routes Coates to Union Depot
 - Two potential routes Coates to Rochester

Level 2 Screening



- Level 2 Screening Criteria
 - Preliminary Travel Time (end to end)
 - Top Speed
 - Ridership
 - Consistency with Local Planning Efforts
 - Connectivity
 - Social, Economic and Environmental Impacts

Additional Stakeholder Input



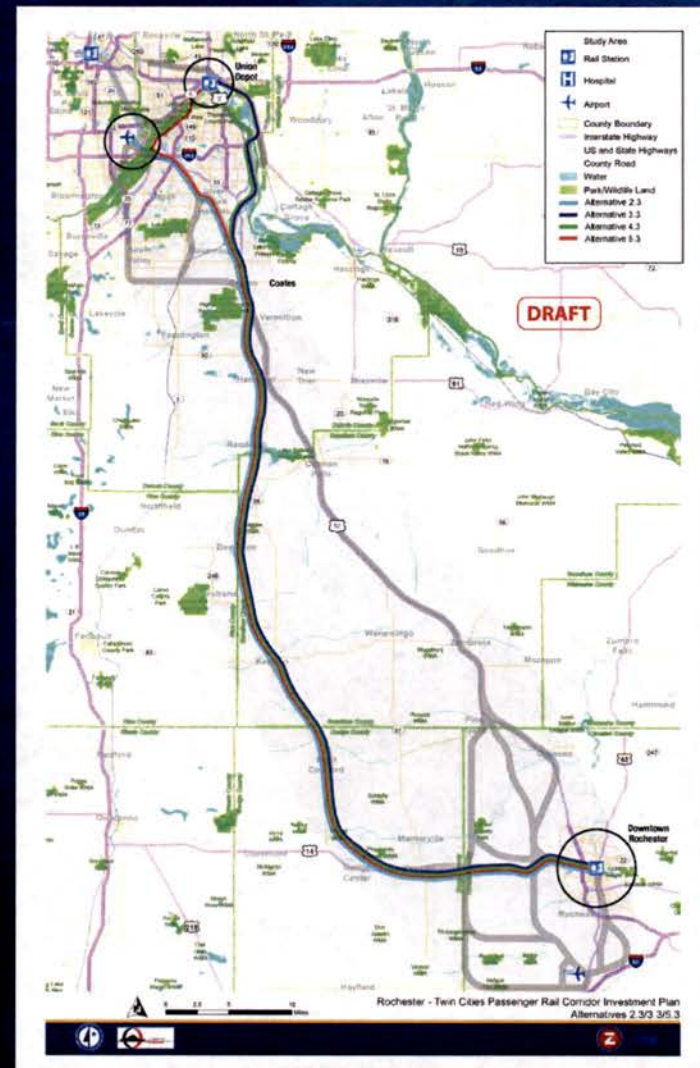
- Level 2 Alternatives evaluated based on input from:
 - Hennepin, Ramsey, Dodge, Goodhue, Olmsted and Dakota Counties
 - Metropolitan Council
 - FAA/Metropolitan Airports Commission
 - Rochester-Olmsted Council of Governments (ROCOG)
 - UMore Park/University of Minnesota
 - Flint Hills Resources
 - Canadian Pacific Railway
 - Union Pacific Railroad

Level 2 Screening Results



PARSONS
BRINCKERHOFF

East Alternatives

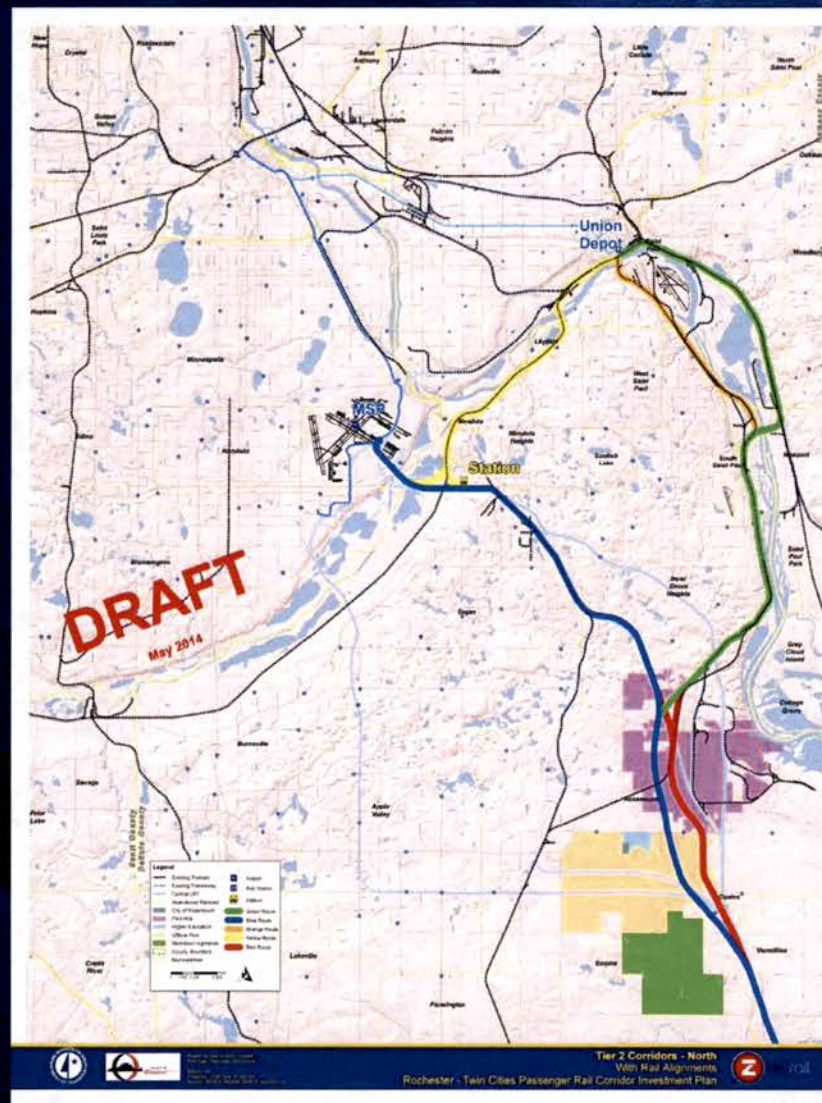


West Alternatives

Level 2 Screening Results



- Metro Area corridor alternatives to MSP and Union Depot



Key Decisions: Tier 1 EIS



- Key decisions to be made in the Tier 1 EIS:
 - Primary Terminal Points
 - Locate Mississippi and Minnesota River crossing(s)
 - Corridor north of Coates
 - Corridor south of Coates

Additional Stakeholder Input



Upcoming City Coordination to be Scheduled with:

- St. Paul
- Bloomington
- Richfield
- Eagan
- Inver Grove Heights
- Northfield
- South St. Paul
- West St. Paul
- Mendota Heights
- Kasson
- Byron
- Cannon Falls
- Pine Island
- Zumbrota
- Dodge Center
- Kenyon
- Oronoco
- West Concord
- Lilydale
- Hampton
- Sunfish Lake
- Dennison
- Coates

Next Steps



- State Environmental Scoping Booklet
- Meetings with Cities along corridors
- Second Round of Public Meetings
 - Summer 2014
- Alternatives Evaluation Report
- Kick off Tier-1 NEPA Document

Project Contacts



- MnDOT
 - Dan Krom: Daniel.Krom@state.mn.us
 - Praveena Pidaparthi: Praveena.Pidaparthi@state.mn.us
- Olmsted County Regional Railroad Authority
 - Chuck Michael: Chuck.Michael@gmail.com
- Project Web Site: www.goziprail.org



Rochester-Twin Cities

Passenger Rail Corridor Investment Plan



Ramsey County Regional Railroad Authority

June 3, 2014

