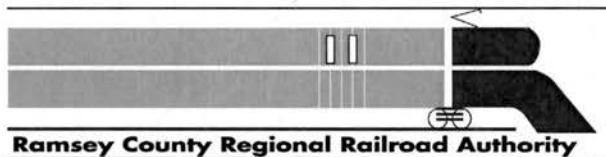




Ramsey County Regional Railroad Authority.
Records.

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

REGIONAL RAILROAD AUTHORITY

September 2, 2014

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

.....
ROLL CALL and Call to Order

AGENDA of the September 2, 2014 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the August 19, 2014 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Contract for Rush Line Corridor Strategic Communications

Board Action Requested:

- 1) Approve the selection of Richardson Richter and Associates, Inc., 477 Selby Ave, St Paul, MN 55102, to provide strategic communications consulting services for the completion of the Rush Line Corridor Pre-Project Development Study.
- 2) Authorize the County Manager to approve and execute an agreement with Richardson Richter and Associates, Inc., for the period of 09/02/2014 to 09/01/2015, in an amount not to exceed \$50,000, subject to approval by the County Attorney's Office and the Finance Office.

2. Support the submission of Washington County grant application for Counties Transit Improvement Board funding for Red Rock Pre-Project Development and authorization of funds for Ramsey County Regional Railroad Authority share of local match

Board Action Requested:

- 1) Support the submission of Washington County's 2014 grant application to the Counties Transit Improvement Board for Red Rock Corridor Pre-Project Development work in the amount of \$360,000.
- 2) Authorize the expenditure of \$16,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

3. Support the submission of Washington County application for Counties Transit Improvement Board funding for Gateway Corridor Pre-Project Development Study and authorization of funds for Ramsey County Regional Railroad Authority share of local match

Board Action Requested:

- 1) Support the submission of Washington County's 2014 grant application to the Counties Transit Improvement Board for grants payable in 2015 for the Gateway Corridor Pre-Project Development Study in the amount of \$540,000 in guaranteed funds.
- 2) Authorize the expenditure of \$30,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

(Continued)

4. Support the submission of Washington County application for Counties Transit Improvement Board funding for Gateway Corridor Project Development and authorization of funds for Ramsey County Regional Railroad Authority share of local match

Board Action Requested:

- 1) Support the submission of Washington County's 2014 grant application to the Counties Transit Improvement Board for Gateway Corridor Project Development in the amount of \$6,000,000.
- 2) Authorize the expenditure of \$1,000,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

August 19, 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 10:15 A.M.

AGENDA

Commissioner Reinhardt moved approval of the Agenda of the August 19, 2014 Regional Railroad Authority Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – McGuire, Reinhardt, Rettman, Carter, Huffman, McDonough, Ortega – 7. Nays – 0.

MINUTES

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

1. Establish a date for a public hearing to accept comments on the Gateway Corridor Locally Preferred Alternative

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

WHEREAS, The Gateway Corridor will provide for public transit infrastructure improvements in the eastern portion of the Twin Cities Metropolitan Area; and

WHEREAS, The Gateway Corridor is located in Ramsey and Washington Counties, extending approximately 12 miles from Union Depot in downtown St. Paul to the eastern edge of Woodbury in Washington County, connecting downtown St. Paul with its East Side neighborhoods and the suburban communities of Maplewood, Landfall, Oakdale, Lake Elmo and Woodbury; and

WHEREAS, The identification of a Locally Preferred Alternative is a critical first step in pursuing federal funding for the Gateway Corridor Project; and

WHEREAS, The adoption of the Locally Preferred Alternative into the Metropolitan Council's 2040 Transportation Policy Plan is a necessary step toward eligibility for federal funding; and

WHEREAS, The process to adopt the Locally Preferred Alternative into the 2040 Transportation Policy Plan requires counties to hold a public hearing to collect comments on the proposed Locally Preferred Alternative and to pass a resolution of support for the proposed Locally Preferred Alternative; and

WHEREAS, The Ramsey County Regional Railroad Authority must establish a date for the public hearing; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby establishes the date of September 9, 2014, at 9:30 a.m. or as soon thereafter as possible, for a public hearing to allow the public to comment on the selection of Bus Rapid Transit alignment A-B-C-D2-E2 as the Locally Preferred Alternative for the Gateway Corridor Project.

CORRIDOR UPDATES

- High Speed Rail

Commissioner Rettman reported that public outreach has been very successful with gathering information on what high speed rail means to community members.

- Rush Line

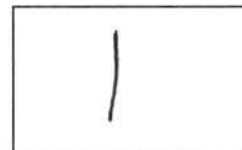
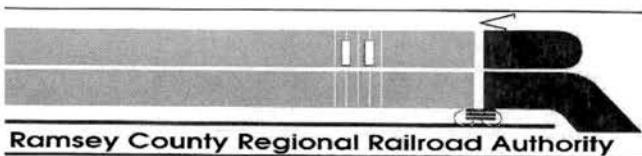
Commissioner Reinhardt reported that the Rush Line Task Force and Rush Line Policy Advisory Committee meeting will be meeting this Thursday, August 21 at the Maplewood Community Center. She also said there have been increased efforts to inform the community about Rush Line.

- Riverview Corridor

Chair Ortega reported that the Riverview Corridor Policy Advisory Committee met on Thursday, August 14 and it was well attended by all of the members. A communications plan is being drafted and the Riverview Corridor logo is in development.

ADJOURNMENT

There being no further business, Chair Ortega declared the meeting adjourned at 10:17 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **09/02/2014**

Regional Railroad Authority Meeting Date:

SUBJECT: Contract for Rush Line Corridor Strategic Communications

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

1. Approve the selection of Richardson Richter and Associates, Inc., 477 Selby Ave, St Paul, MN 55102, to provide strategic communications consulting services for the completion of the Rush Line Corridor Pre-Project Development Study.
2. Authorize the County Manager to approve and execute an agreement with Richardson Richter and Associates, Inc., for the period of 09/02/2014 to 09/01/2015, in an amount not to exceed \$50,000, subject to approval by the County Attorney's Office and the Finance Office.

SUBJECT: Contract for Rush Line Corridor Strategic Communications

(Executive Summary continued)

At the January 16, 2014 Rush Line Corridor Task Force meeting, the task force directed staff to develop a draft strategic communications work scope. Staff developed a work scope for 2014 activities that was presented to the task force at their March 20, 2014 meeting. Following the task force's concurrence, staff finalized a Request for Proposals (RFP). The RFP was released June 25, 2014 and proposals were due on July 23, 2014.

Four proposals were received. On July 31st, the Proposal Review Committee (PRC) met to review the four proposals received for Rush Line Corridor Strategic Communications. The PRC consisted of the representatives from RCRRA, Washington County, Anoka County and Chisago County.

The PRC reviewed each of the proposals focusing on the following evaluation factors: experience of the consultant, experience of the personnel, work plan and allocation of hours amongst the RFP's tasks. It was determined that Goff Public and Richardson Richter and Associates proposals best met the criteria outlined in the RFP and they should be invited to an interview with the PRC.

After the evaluation of the proposals and conducting interviews, there was a unanimous determination to recommend the Richardson Richter & Associates team for the following reasons:

- The consultant team demonstrated the best understanding of the entire Rush Line Corridor
- The consultant team has worked within and alongside transit projects in several corridors and is very familiar with the New Starts process and both the importance and expectations of communications is within this federal process.
- The consultant team demonstrated a strong recognition of the communication challenges within the corridor, such as diversity in languages, and addressed them by proposing different and distinct communication methods to effectively involve various groups and communities throughout the corridor. They also showed how the utilization of community partnerships could reach new audiences through the corridor.

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.

At their August 21, 2014 meeting, the task force recommended the selection of Richardson Richter and Associates, Inc and recommended that the Ramsey County Regional Railroad Authority select Richardson Richter and Associates, Inc as the consultant to provide strategic communications services for the Rush Line Corridor. The Rush Line Corridor Task Force will provide oversight of the Rush Line Corridor strategic communications consultant.

SUBJECT: Contract for Rush Line Corridor Strategic Communications

ATTACHMENTS:

Competitive Solicitation Summary

PREVIOUS ACTION:

On May 6, 2014, Resolution R14-14, the Ramsey County Regional Railroad Authority approved the release of the Rush Line Corridor Strategic Communications

COUNTY MANAGER'S COMMENTS:

Completion of the Rush Line Corridor Pre-Project Development Study will be beneficial to the long-term transitway system and implementation of transit improvements in northeast Ramsey County.

SUBJECT: Contract for Rush Line Corridor Strategic Communications

Regional Railroad Authority – Authorized Signature	Date
	8/20/14

Finance – Authorized Signature	Date
	8/21/14

County Attorney – Authorized Signature	Date
	8/26/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Contract for Rush Line Corridor Strategic Communications

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;

25
26 WHEREAS, On May 5, 2014 the Ramsey County Regional Railroad Authority passed R14-
27 14 approving the release of a Request for Proposals for Strategic Communications for the Rush
28 Line Corridor; and

29
30 WHEREAS, A Proposal Review Committee, comprised of staff members from Ramsey
31 County Regional Railroad Authority, Washington County, Anoka County and Chisago County was
32 formed to review the four proposals submitted by consultant firms; and

33
34 WHEREAS, The Proposal Review Committee interviewed the two most qualified consultant
35 teams; and

36
37 WHEREAS, On August 21, 2014 the Rush Line Corridor Task Force agreed with the
38 Proposal Review Committee's recommendation to select Richardson Richter and Associates, Inc
39 as the consultant with the best combination of firm experience, persons assigned and ability to
40 meet the project time line and project requirements, and recommended that the Ramsey County
41 Regional Railroad Authority select Richardson Richter and Associates, Inc. as the consultant to
42 provide strategic communications services for the Rush Line Corridor; Now, Therefore, Be It

43
44 RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of
45 Richardson Richter and Associates, Inc., 477 Selby Ave, St Paul, MN 55102, to provide strategic
46 communications consulting services for the completion of the Rush Line Corridor Pre-Project
47 Development Study; And Be It Further

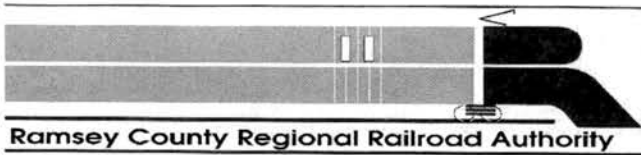
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RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute an agreement with Richardson Richter and Associates, Inc., for the period of 09/02/2014 to 09/01/2015, in an amount not to exceed \$50,000, subject to approval by the County Attorney's Office and the Finance Office.

COMPETITIVE SOLICITATION SUMMARY

TITLE RFP RRA558-KV Rush Line 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 Rush Line Corridor, including strategic messaging, branding, community relations, social media communication and ongoing engagement with corridor residents, businesses and other stakeholders.
DATE SENT	June 25, 2014
DATE DUE	July 23, 2014
NUMBER SENT	19 Planholders
RESPONSES Agencies invited for interviews (*)	Richardson Richter and Associates Inc. * Goff Public * KLJ Engineering Lockridge Grindal Nauen
REVIEW COMMITTEE	Transit Project Manager, Regional Railroad Authority Public Communications Manager, Regional Railroad Authority Planning Specialist, Regional Railroad Authority Associate Planner, Washington County Transportation Planner II, Anoka County County Engineer, Chisago County
VENDORS RECOMMENDED	Richardson Richter and Associates Inc.
OTHER INFORMATION	Review Committee Rating from Criteria in RFP - The team lead by Richardson Richter and Associates Inc. was extremely qualified to provide strategic communications for the Rush Line Corridor. 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 Rush Line Corridor 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.



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 09/02/2014

Regional Railroad Authority Meeting Date: _____

SUBJECT: Support the submission of Washington County grant application for Counties Transit Improvement Board funding for Red Rock Pre-Project Development and authorization of funds for Ramsey County Regional Railroad Authority share of local match

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 (CTIB) have identified the Red Rock Corridor for future transitway investments.

In 2012, the Red Rock Corridor Commission (Commission) completed an Alternatives Analysis Update (AAU) that built upon the previous alternatives analysis completed in 2007. The 2012 AAU incorporated new demographic and travel data for the study area, and the recommended improvements from the East Metro Rail Capacity Study conducted by the RCRRA. The AAU 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 Union Depot with intermediate stops in Cottage Grove, Newport and St. Paul (Lower Afton Road). 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.

(The Executive summary continued on following page)

ACTION REQUESTED

1. Support the submission of Washington County's 2014 grant application to the Counties Transit Improvement Board for Red Rock Corridor Pre-Project Development work in the amount of \$360,000.
2. Authorize the expenditure of \$16,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

SUBJECT: Support the submission of Washington County grant application for Counties Transit Improvement Board funding for Red Rock Pre-Project Development and authorization of funds for Ramsey County Regional Railroad Authority share of local match

(Executive summary continued from previous page)

Washington County is the lead agency for the Red Rock Corridor and is managing the pre-project development phase. Further refinement of planning activities, including a detailed implementation plan as outlined in the AAU, will result in the selection of a preferred alternative to advance into the environmental and project development phases of transitway implementation. The estimated cost for pre-project development work is \$400,000 and is scheduled to begin in 2015. Funding for this work will be provided by the Counties Transit Improvement Board (CTIB) through Washington County's CTIB guarantee. CTIB grants cover 90% of the total cost. A 10% local match is required.

Washington County, Dakota County and RCRRA will provide the local match consistent with the Red Rock Corridor Commission's Joint Powers Agreement as follows:

Ramsey County RRA - \$16,000
Washington County - \$16,000
Dakota County - \$8,000

Washington County intends to submit a grant application to CTIB for its \$360,000 share of the study cost.

Funding for the RCRRA share of the pre-project development costs is available in the 2014 and 2015 RCRRA operating budgets.

SUBJECT: Support the submission of Washington County grant application for Counties Transit Improvement Board funding for Red Rock Pre-Project Development and authorization of funds for Ramsey County Regional Railroad Authority share of local match

ATTACHMENTS:

None.

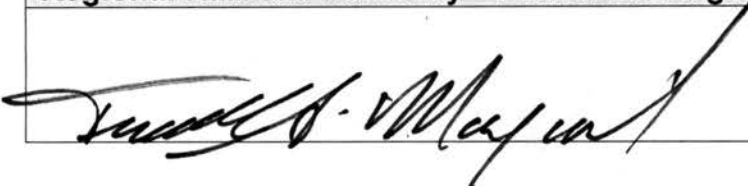
PREVIOUS ACTION:

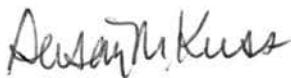
On May 6, 2014, by Resolution # R14-14, the Ramsey County Regional Railroad Authority supported the findings of the Red Rock Corridor Alternatives Analysis Update Study, dated February 27, 2014, which rated BRT the highest option due to its all-day service, ridership potential, and cost effectiveness.

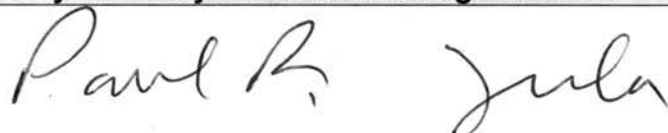
COUNTY MANAGER'S COMMENTS:

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: Support the submission of Washington County grant application for Counties Transit Improvement Board funding for Red Rock Pre-Project Development and authorization of funds for Ramsey County Regional Railroad Authority share of local match

Regional Railroad Authority – Authorized Signature	Date
	8/20/13

Finance – Authorized Signature	Date
	8/21/14

County Attorney – Authorized Signature	Date
	8/26/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Support the submission of Washington County grant application for Counties Transit Improvement Board funding for Red Rock Pre-Project Development and authorization of funds for Ramsey County Regional Railroad Authority share of local match

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority has supported the Red Rock
2 Corridor Project through its pre-project development phase; and
3

4 WHEREAS, With the completion of the Alternatives Analysis Update in spring of 2012, the
5 Red Rock Corridor needs further refined planning work before defining a preferred alternative and
6 advancing in the transit project development process; and
7

8 WHEREAS, Washington County is the project sponsor and is responsible for delivering the
9 Red Rock Corridor on schedule, and
10

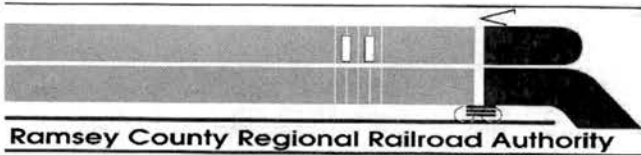
11 WHEREAS, Washington County intends to submit a capital grant application to the Counties
12 Transit Improvement Board for 2014 for \$360,000 to advance the Red Rock Corridor, and
13

14 WHEREAS, The grant application's local match of \$40,000 payment will be provided by the
15 Red Rock Corridor Commission through payments from Washington County, Ramsey County
16 Regional Railroad Authority and Dakota County consistent with the Red Rock Corridor
17 Commission's Joint Powers Agreement. Now, Therefore, Be It

18
19
20 RESOLVED, The Ramsey County Regional Railroad Authority supports the submission of
21 Washington County's 2014 grant application to the Counties Transit Improvement Board for Red
22 Rock Corridor pre-project development work in the amount of \$360,000; and Be It Further

23 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the expenditure of
24 \$16,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

5



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 09/02/2014

Regional Railroad Authority Meeting Date: _____

SUBJECT: Support the submission of Washington County application for Counties Transit Improvement Board funding for Gateway Corridor Pre-Project Development Study and authorization of funds for Ramsey County Regional Railroad Authority share of local match

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 (CTIB) have identified the Gateway Corridor for future transitway investments.

The Gateway Corridor is a planned transitway approximately 12 miles in length in Ramsey and Washington Counties. The corridor runs generally parallel to I-94, connecting Union Depot in downtown St. Paul with its East Side neighborhoods and the suburban communities of Maplewood, Landfall, Oakdale, Lake Elmo and Woodbury. Currently, there is limited transit service throughout the day in the Gateway Corridor. The purpose and need of the Gateway Corridor project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the travelling public within the project area.

(The Executive Summary is continued on following page)

ACTION REQUESTED

1. Support the submission of Washington County's 2014 grant application to the Counties Transit Improvement Board for grants payable in 2015 for the Gateway Corridor Pre-Project Development Study in the amount of \$540,000 in guaranteed funds.
2. Authorize the expenditure of \$30,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

1

SUBJECT: Support the submission of Washington County application for Counties Transit Improvement Board funding for Gateway Corridor Pre-Project Development Study and authorization of funds for Ramsey County Regional Railroad Authority share of local match

(Executive summary continued)

The Gateway Corridor Alternatives Analysis was completed in 2013 and is a comparison of the benefits, costs, and impacts of a range of transit modes including light rail, commuter rail, bus rapid transit and express bus alternatives. The conclusion of the Alternatives Analysis was to retain two alternatives for study in the Draft Environmental Impact Statement (DEIS): Light Rail Transit (LRT) along I-94 and Hudson Road, and Bus Rapid Transit (BRT) in a dedicated guideway also along I-94 and Hudson Road.

The selection process for the Gateway Corridor Locally Preferred Alternative (LPA) is underway now. The LPA is a general description of the transit mode and route to be further evaluated and refined before entering Project Development. At its meeting on July 24, 2014, the Gateway Corridor Commission passed a resolution in support of the BRT alternative in a general alignment known as A-B-C-D2-E2 as the LPA for the Gateway Corridor Project. The Ramsey County Regional Railroad Authority is scheduled to hold a public hearing on the LPA selection on September 9, 2014 and to consider adopting a resolution of support for the LPA on September 23, 2014.

Washington County is the lead agency for the Gateway Corridor project and is managing the preparation of the Draft Environmental Impact Statement (DEIS). Funding for the Pre-Project Development Study will continue station area planning and engineering beyond the publication of the DEIS in April 2015 and help prepare the application for entry into Project Development at the end of CY 2015. The estimated cost for the Pre-Project Development Study is \$600,000 and is scheduled to begin in May 2015. Funding for this study will be provided by the Counties Transit Improvement Board (CTIB) through Washington County's CTIB guarantee. CTIB grants require a 10% local match. The Washington County Regional Railroad Authority and the Ramsey County Regional Railroad Authority will provide the local match consistent with the Gateway Corridor Joint Powers Agreement. The local match is as follows:

Washington County RRA - \$30,000
Ramsey County RRA - \$30,000

In order to access its guaranteed funds, Washington County intends to submit a grant application to CTIB for \$540,000 in guaranteed funds for its share of the study cost. As part of the grant application process, CTIB requests resolutions of support from the participating counties. Ramsey County is a member of CTIB.

Funding for the RCRRA's share of implementation plan costs is available in the 2014 and 2015 RCRRA operating budgets.

SUBJECT: Support the submission of Washington County application for Counties Transit Improvement Board funding for Gateway Corridor Pre-Project Development Study and authorization of funds for Ramsey County Regional Railroad Authority share of local match

ATTACHMENTS:

None.

PREVIOUS ACTION:

1. March 17, 2009: Ramsey County Regional Railroad Authority passed resolution R09-09 approving the I-94 Corridor Joint Powers Agreement, authorizes a payment in an amount not to exceed \$500,000 for its share of the cost of the agreement and appoints Commissioner Victoria Reinhardt as the I-94 Corridor Commission representative for 2009.
2. June 7, 2011: Ramsey County Regional Railroad Authority passed resolution R11-18 approving a work scope amendment to include an eighth alternative for analysis and authorizing payment in the amount of \$40,000 for its share of the additional work.
3. June 7, 2011: Ramsey County Regional Railroad Authority passed resolution R11-19 approving an agreement with the Metropolitan Council establishing the Corridors of Opportunity Gateway Corridor Project (later known as Fostering an East Side Transit Conversation).
4. May 22, 2012: Ramsey County Regional Railroad Authority passed resolution R12-26 approving payment of \$80,000 to amend the Alternatives Analysis to include additional analysis of the build alternatives.

COUNTY MANAGER'S COMMENTS:

The Gateway Corridor is key to the full development of a connected regional transitway network; connecting Ramsey County residents to jobs and businesses to workers and customers in Washington County and to the larger Twin Cities Metropolitan Area.

SUBJECT: Support the submission of Washington County application for Counties Transit Improvement Board funding for Gateway Corridor Pre-Project Development Study and authorization of funds for Ramsey County Regional Railroad Authority share of local match

Regional Railroad Authority – Authorized Signature	Date
	8/20/14

Finance – Authorized Signature	Date
	8/20/14

County Attorney – Authorized Signature	Date
	8/26/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Support the submission of Washington County application for Counties Transit Improvement Board funding for Gateway Corridor Pre-Project Development Study and authorization of funds for Ramsey County Regional Railroad Authority share of local match

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority has supported the Gateway
2 Corridor Project through its Alternative Analysis and into its Draft Environmental Impact Statement
3 phases; and
4

5 WHEREAS, With the completion of the Draft Environmental Impact Statement anticipated in
6 May 2015, the Gateway Corridor project needs further refined planning work before entering the
7 Project Development phase; and
8

9 WHEREAS, Washington County is the project sponsor and is responsible for delivering the
10 Gateway Corridor on schedule, and
11

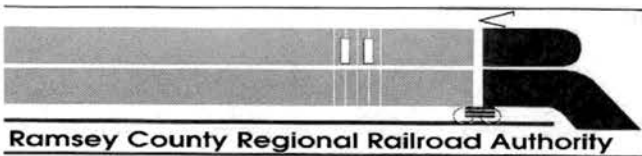
12 WHEREAS, Washington County intends to submit a capital grant application to the Counties
13 Transit Improvement Board in 2014, payable in 2015, for \$540,000 in guaranteed funds to advance
14 the Gateway Corridor, and
15

16 WHEREAS, The grant application will be matched by a \$60,000 payment from the
17 Washington County Regional Railroad Authority and the Ramsey County Regional Railroad
18 Authority. Now, Therefore, Be It
19

20 RESOLVED, The Ramsey County Board of Commissioners supports the submission of
21 Washington County's 2014 grant application to the Counties Transit Improvement Board for grants
22 payable in 2015 for the Gateway Corridor Pre-Project Development Study in the amount of
23 \$540,000 in guaranteed funds; And Be It Further
24

25 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the expenditure of
26 \$30,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

5



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 09/02/2014

Regional Railroad Authority Meeting Date: _____

SUBJECT: Support the submission of Washington County application for Counties Transit Improvement Board funding for Gateway Corridor Project Development and authorization of funds for Ramsey County Regional Railroad Authority share of local match

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 (CTIB) have identified the Gateway Corridor for future transitway investments.

The Gateway Corridor is a planned transitway approximately 12 miles in length in Ramsey and Washington Counties. The corridor runs generally parallel to I-94, connecting Union Depot in downtown St. Paul with its East Side neighborhoods and the suburban communities of Maplewood, Landfall, Oakdale, Lake Elmo and Woodbury. Currently, there is limited transit service throughout the day in the Gateway Corridor. The purpose and need of the Gateway Corridor project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the travelling public within the project area.

(The Executive summary is continued on next page)

ACTION REQUESTED

1. Support the submission of Washington County's 2014 grant application to the Counties Transit Improvement Board for Gateway Corridor Project Development in the amount of \$6,000,000.
2. Authorize the expenditure of \$1,000,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

1

SUBJECT: Support the submission of Washington County application for Counties Transit Improvement Board funding for Gateway Corridor Project Development and authorization of funds for Ramsey County Regional Railroad Authority share of local match

(Executive summary continued from previous page)

The Gateway Corridor Alternatives Analysis was completed in 2013 and is a comparison of the benefits, costs, and impacts of a range of transit modes including light rail, commuter rail, bus rapid transit and express bus alternatives. The conclusion of the Alternatives Analysis was to retain two alternatives for study in the Draft Environmental Impact Statement (DEIS): Light Rail Transit (LRT) along I-94 and Hudson Road, and Bus Rapid Transit (BRT) in a dedicated guideway also along I-94 and Hudson Road.

The selection process for the Gateway Corridor Locally Preferred Alternative (LPA) is underway now. The LPA is a general description of the transit mode and route to be further evaluated and refined before entering Project Development. At its meeting on July 24, 2014, the Gateway Corridor Commission passed a resolution in support of the BRT alternative in a general alignment known as A-B-C-D2-E2 as the LPA for the Gateway Corridor Project. The Ramsey County Regional Railroad Authority is scheduled to hold a public hearing on the LPA selection on September 9, 2014 and to consider adopting a resolution of support for the LPA on September 23, 2014.

Washington County is the lead agency for the Gateway Corridor project and is managing the Draft Environmental Impact Statement (DEIS) work and completion of all Pre-Project Development activities. The next phase of work is Project Development. The estimated cost for Project Development work is \$10,000,000 and could begin in the first quarter of 2016. CTIB expects Project Development grants to be funded 60% CTIB, 20% State and 20% Local. The Washington County Regional Railroad Authority and the Ramsey County Regional Railroad Authority will provide the local match consistent with the Gateway Corridor Joint Powers Agreement. The funding is as follows:

Counties Transit Improvement Board - \$6,000,000
State of Minnesota - \$2,000,000
Ramsey County RRA - \$1,000,000
Washington County - \$1,000,000

Washington County submitted a grant application to CTIB for \$6,000,000. As part of the grant application process, CTIB requests resolutions of support from the participating counties. Ramsey County is a member of CTIB.

Funding for the RCRRA share of the Project Development costs is available in the 2016 RCRRA operating budget.

SUBJECT: Support the submission of Washington County application for Counties Transit Improvement Board funding for Gateway Corridor Project Development and authorization of funds for Ramsey County Regional Railroad Authority share of local match

ATTACHMENTS:

None.

PREVIOUS ACTION:

1. March 17, 2009: Ramsey County Regional Railroad Authority passed resolution R09-09 approving the I-94 Corridor Joint Powers Agreement, authorizes a payment in an amount not to exceed \$500,000 for its share of the cost of the agreement and appoints Commissioner Victoria Reinhardt as the I-94 Corridor Commission representative for 2009.
2. June 7, 2011: Ramsey County Regional Railroad Authority passed resolution R11-18 approving a work scope amendment to include an eighth alternative for analysis and authorizing payment in the amount of \$40,000 for its share of the additional work.
3. June 7, 2011: Ramsey County Regional Railroad Authority passed resolution R11-19 approving an agreement with the Metropolitan Council establishing the Corridors of Opportunity Gateway Corridor Project (later known as Fostering an East Side Transit Conversation).
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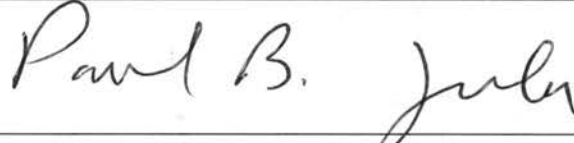
COUNTY MANAGER'S COMMENTS:

The Gateway Corridor is key to the full development of a connected regional transitway network; connecting Ramsey County residents to jobs and businesses to workers and customers in Washington County and to the larger Twin Cities Metropolitan Area.

SUBJECT: Support the submission of Washington County application for Counties Transit Improvement Board funding for Gateway Corridor Project Development and authorization of funds for Ramsey County Regional Railroad Authority share of local match

Regional Railroad Authority – Authorized Signature	Date
	8/20/14

Finance – Authorized Signature	Date
	8/21/14

County Attorney – Authorized Signature	Date
	8/26/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Support the submission of Washington County application for Counties Transit Improvement Board funding for Gateway Corridor Project Development and authorization of funds for Ramsey County Regional Railroad Authority share of local match

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority has supported the Gateway
2 Corridor Project through its Alternatives Analysis and Pre-Project Development phases; and
3

4 WHEREAS, With the completion of the Draft Environmental Impact Statement and Pre-
5 Project Development work, the Gateway Corridor project will enter the Project Development phase;
6 and
7

8 WHEREAS, Washington County is the project sponsor and is responsible for delivering the
9 Gateway Corridor project on schedule; and
10

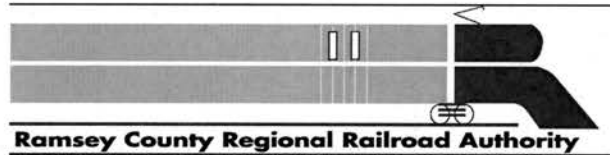
11 WHEREAS, Washington County intends to submit a 2014 capital grant application to the
12 Counties Transit Improvement Board for \$6,000,000 to advance the Gateway Corridor; and
13

14 WHEREAS, The grant application will be matched by a \$2,000,000 payment by the
15 Washington County Regional Railroad Authority and the Ramsey County Regional Railroad
16 Authority; Now, Therefore, Be It
17

18 RESOLVED, The Ramsey County Regional Railroad Authority supports the submission of
19 Washington County's 2014 grant application to the Counties Transit Improvement Board for
20 Gateway Corridor Project Development in the amount of \$6,000,000; And Be It Further
21

22 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the expenditure of
23 \$1,000,000 to provide the Ramsey County Regional Railroad Authority's share of the local match.

5



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

REGIONAL RAILROAD AUTHORITY

September 9, 2014

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

.....
ROLL CALL and Call to Order

AGENDA of the September 9, 2014 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the September 2, 2014 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Gateway Corridor Locally Preferred Alternative: Hold Public Hearing

Board Action Requested:

Conduct a public hearing to afford an opportunity for public comment on the selection of bus rapid transit in a dedicated guideway in alignment A-B-C-D2-E2 and the Gateway Corridor Locally Preferred Alternative chosen by the Gateway Corridor Commission.

POLICY AGENDA

2. Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2015 Budget

Board Action Requested:

Approve the proposed maximum tax levy of \$19,143,354 to finance the 2015 Ramsey County Regional Railroad Authority Budget, which in accordance with the Proposed Property Taxes Law, must be certified to the Department of Property Records and Revenue by September 15, 2014.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

September 2, 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 9:45 A.M.

AGENDA

Commissioner Carter moved approval of the Agenda of the September 2, 2014 Regional Railroad Authority Meeting, seconded by Commissioner Huffman. Roll Call: Ayes – Reinhardt, Rettman, Carter, Huffman, McDonough, McGuire, Ortega – 7. Nays – 0.

MINUTES

Commissioner McDonough moved approval of the Minutes of the August 19, 2014 Regional Railroad Authority Meeting, seconded by Commissioner McGuire. Roll Call: Ayes – Reinhardt, Rettman, Carter, Huffman, McDonough, McGuire, Ortega – 7. Nays – 0.

1. Contract for Rush Line Corridor Strategic Communications

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Huffman. Roll Call: Ayes – Reinhardt, Rettman, Carter, Huffman, McDonough, McGuire, Ortega – 7. Nays – 0.
R14-22

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;

WHEREAS, On May 5, 2014 the Ramsey County Regional Railroad Authority passed R14-14 approving the release of a Request for Proposals for Strategic Communications for the Rush Line Corridor; and

WHEREAS, A Proposal Review Committee, comprised of staff members from Ramsey County Regional Railroad Authority, Washington County, Anoka County and Chisago County was formed to review the four proposals submitted by consultant firms; and

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

WHEREAS, On August 21, 2014 the Rush Line Corridor Task Force agreed with the Proposal Review Committee's recommendation to select Richardson Richter and Associates, Inc as the consultant with the best combination of firm experience, persons assigned and ability to meet the project time line and project requirements, and recommended that the Ramsey County Regional Railroad Authority select Richardson Richter and Associates, Inc. as the consultant to provide strategic communications services for the Rush Line Corridor; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of Richardson Richter and Associates, Inc., 477 Selby Ave, St Paul, MN 55102, to provide strategic communications consulting services for the completion of the Rush Line Corridor Pre-Project Development Study; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute an agreement with Richardson Richter and Associates, Inc., for the period of 09/02/2014 to 09/01/2015, in an amount not to exceed \$50,000, subject to approval by the County Attorney's Office and the Finance Office.

2. Support the submission of Washington County grant application for Counties Transit Improvement Board funding for Red Rock Pre-Project Development and authorization of funds for Ramsey County Regional Railroad Authority share of local match

Commissioner Rettman moved approval of the following resolution, seconded by Commissioner McDonough.
Roll Call: Ayes – Reinhardt, Rettman, Carter, Huffman, McDonough, McGuire, Ortega – 7. Nays – 0.
R14-23

WHEREAS, The Ramsey County Regional Railroad Authority has supported the Red Rock Corridor Project through its pre-project development phase; and

WHEREAS, With the completion of the Alternatives Analysis Update in spring of 2012, the Red Rock Corridor needs further refined planning work before defining a preferred alternative and advancing in the transit project development process; and

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

WHEREAS, Washington County intends to submit a capital grant application to the Counties Transit Improvement Board for 2014 for \$360,000 to advance the Red Rock Corridor, and

WHEREAS, The grant application's local match of \$40,000 will be provided by the Red Rock Corridor Commission through payments from Washington County, Ramsey County Regional Railroad Authority and Dakota County consistent with the Red Rock Corridor Commission's Joint Powers Agreement. Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the submission of Washington County's 2014 grant application to the Counties Transit Improvement Board for Red Rock Corridor pre-project development work in the amount of \$360,000; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the expenditure of \$16,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

3. Support the submission of Washington County grant application for Counties Transit Improvement Board funding for Gateway Corridor Pre-Project Development Study and authorization of funds for Ramsey County Regional Railroad Authority share of local match

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.
R14-24

WHEREAS, The Ramsey County Regional Railroad Authority has supported the Gateway Corridor Project through its Alternative Analysis and into its Draft Environmental Impact Statement phases; and

WHEREAS, With the completion of the Draft Environmental Impact Statement anticipated in May 2015, the Gateway Corridor project needs further refined planning work before entering the Project Development phase; and

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

WHEREAS, Washington County intends to submit a capital grant application to the Counties Transit Improvement Board in 2014, payable in 2015, for \$540,000 in guaranteed funds to advance the Gateway Corridor, and

WHEREAS, The grant application will be matched by a \$60,000 payment from the Washington County Regional Railroad Authority and the Ramsey County Regional Railroad Authority. Now, Therefore, Be It

RESOLVED, The Ramsey County Board of Commissioners supports the submission of Washington County's 2014 grant application to the Counties Transit Improvement Board for grants payable in 2015 for the Gateway Corridor Pre-Project Development Study in the amount of \$540,000 in guaranteed funds; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the expenditure of \$30,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

4. Support the submission of Washington County grant application for Counties Transit Improvement Board funding for Gateway Corridor Project Development and authorization of funds for Ramsey County Regional Railroad Authority share of local match

Commissioner McDonough moved approval of the following resolution, seconded by Commissioner Carter. Roll Call: Ayes – Reinhardt, Rettman, Carter, Huffman, McDonough, McGuire, Ortega – 7. Nays – 0.
R14-25

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

WHEREAS, With the completion of the Draft Environmental Impact Statement and Pre-Project Development work, the Gateway Corridor project will enter the Project Development phase; and

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

WHEREAS, Washington County intends to submit a 2014 capital grant application to the Counties Transit Improvement Board for \$6,000,000 to advance the Gateway Corridor; and

WHEREAS, The grant application will be matched by a \$2,000,000 payment by the Washington County Regional Railroad Authority and the Ramsey County Regional Railroad Authority; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the submission of Washington County's 2014 grant application to the Counties Transit Improvement Board for Gateway Corridor Project Development in the amount of \$6,000,000; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the expenditure of \$1,000,000 to provide the Ramsey County Regional Railroad Authority's share of the local match.

Commissioner Reinhardt asked for an explanation of the difference between the two support items for the Gateway Corridor.

Kevin Roggenbuck, Senior Transportation Planner, Ramsey County Regional Railroad Authority, explained that the Gateway pre-project development phase is to complete preliminary engineering and design work that will take us into project development. We are currently working on pre-project development, draft environmental impact statement, and finalizing the locally preferred alternative to prepare for project development. Project development is one of the federally defined stages of transitway development projects where we will begin more detailed engineering and environmental studies of the locally preferred alternative.

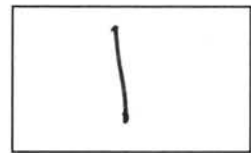
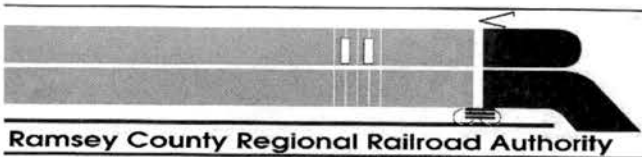
CORRIDOR UPDATES

- Rush Line

Commissioner Reinhardt reported that the Rush Line Policy Advisory Committee and Task Force met on August 21 where the focus of discussion was on outreach and communication. The Rush Line Corridor website (<http://www.rushline.org/>) allows the public to sign up for updates to follow the project's progress, and also gives the public the opportunity to participate by providing input and comments. Communication and outreach are important aspects of transit and transportation projects because we want to assure what we are doing fits the community's needs.

ADJOURNMENT

There being no further business, Chair Ortega declared the meeting adjourned at 9:52 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **09/09/14**

Regional Railroad Authority Meeting Date:

SUBJECT: Gateway Corridor Locally Preferred Alternative: Hold Public Hearing

EXECUTIVE SUMMARY:

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

Washington County is the lead agency developing the Gateway Corridor; a planned transitway approximately 12 miles in length in Ramsey and Washington Counties. The corridor runs generally parallel to I-94, connecting Union Depot in downtown St. Paul with its East Side neighborhoods and the suburban communities of Maplewood, Landfall, Oakdale, Lake Elmo and Woodbury. Currently, there is limited transit service throughout the day in the Gateway Corridor. Approximately 32,000 people living in the cities along the corridor do not own a car, leaving few options for people who depend on public transit to get to work, shopping and other destinations. The purpose of the Gateway Corridor project is to provide transit service to meet the long-term regional mobility and local accessibility needs for businesses and the travelling public within the project area.

The Gateway Corridor Alternatives Analysis (AA) was completed in 2013. The AA is a comparison of the benefits, costs, and impacts of a range of transit modes including light rail, commuter rail, bus rapid transit and express bus alternatives. The conclusion of the Alternatives Analysis was to retain two alternatives for study in the Draft Environmental Impact Statement (DEIS): Light Rail Transit (LRT) along I-94 and Hudson Road, and Bus Rapid Transit (BRT) in a dedicated guideway also along I-94 and Hudson Road.

(The Executive Summary is continued on the following page)

ACTION REQUESTED:

Conduct a public hearing to afford an opportunity for public comment on the selection of bus rapid transit in a dedicated guideway in alignment A-B-C-D2-E2 and the Gateway Corridor Locally Preferred Alternative chosen by the Gateway Corridor Commission.

SUBJECT: Gateway Corridor Locally Preferred Alternative: Hold Public Hearing

The selection process for the Gateway Corridor Locally Preferred Alternative (LPA) is now underway. The LPA is a general description of the transit mode and route. At its meeting on July 24, 2014, the Gateway Corridor Commission passed a resolution in support of the Bus Rapid Transit (BRT) alternative in a general alignment known as A-B-C-D2-E2 as the LPA for the Gateway Corridor Project. The selection of the LPA for the Gateway Corridor project has been made with many opportunities for public comment.

The next step is to include the Gateway Corridor LPA in the region's Transportation Policy Plan (TPP) so it can proceed to Project Development. Washington County, as the lead agency in the Gateway Corridor Study, has already initiated the process to include the LPA in the draft 2040 TPP so it can be part of the Plan when the Metropolitan Council adopts it in December, 2014. For the Gateway Corridor LPA to be included in the 2040 TPP at its adoption, regional policy requires that all affected counties and cities must pass a resolution of support for the LPA and provide that resolution to the Metropolitan Council through Washington County. The Ramsey County Regional Railroad Authority will be asked to pass a resolution of support for the LPA at its meeting on September 23, 2014.

Additionally, regional policy requires affected counties to hold a public hearing and collect public comment before considering a resolution of support for the Gateway Corridor LPA. As part of its meeting on September 9, 2014, the Ramsey County Regional Railroad Authority Board will conduct a public hearing and collect comments on the Gateway Corridor LPA. Washington County staff will attend the public hearing and provide a PowerPoint presentation on the Gateway Corridor LPA to the Board and the public in attendance. Public comments received at the hearing will be compiled by staff and provided to the Ramsey County Regional Railroad Authority Board, in whole or in summary form with staff responses to the public comments, as part of the board packet for the September 23, 2014 Ramsey County Regional Railroad Authority meeting.

SUBJECT: Gateway Corridor Locally Preferred Alternative: Hold Public Hearing

ATTACHMENTS:

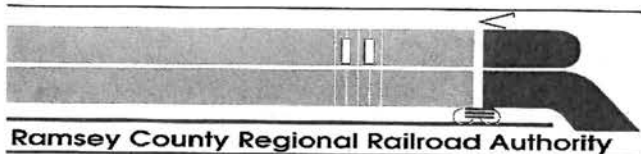
1. Public Hearing Notice
2. Affidavit of Publication in the *Ramsey County Review*
3. Gateway Corridor Locally Preferred Alternative Packet
4. Gateway Corridor PowerPoint presentation slides

PREVIOUS ACTION:

1. August 19, 2014: The September 9, 2014 public hearing date was approved by Resolution # R14-21.
2. May 22, 2012: Ramsey County Regional Railroad Authority passed resolution R12-26 approving payment of \$80,000 to amend the Alternatives Analysis to include additional analysis of the build alternatives.
3. June 7, 2011: Ramsey County Regional Railroad Authority passed resolution R11-19 approving an agreement with the Metropolitan Council establishing the Corridors of Opportunity Gateway Corridor Project (later known as Fostering an East Side Transit Conversation).
4. June 7, 2011: Ramsey County Regional Railroad Authority passed resolution R11-18 approving a work scope amendment to include an eighth alternative for analysis and authorizing payment in the amount of \$40,000 for its share of the additional work.
5. March 17, 2009: Ramsey County Regional Railroad Authority passed resolution R09-09 approving the I-94 Corridor Joint Powers Agreement, authorizes a payment in an amount not to exceed \$500,000 for its share of the cost of the agreement and appoints Commissioner Victoria Reinhardt as the I-94 Corridor Commission representative for 2009.

COUNTY MANAGER'S COMMENTS:

The Ramsey County Regional Railroad Authority must hold a public hearing to receive comments on the Gateway Corridor Locally Preferred Alternative prior to considering passage of a resolution in support of the Locally Preferred Alternative.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 09/09/14

Regional Railroad Authority Meeting Date:

SUBJECT: Gateway Corridor Locally Preferred Alternative: Hold Public Hearing

EXECUTIVE SUMMARY:

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(The Executive Summary is continued on the following page)

ACTION REQUESTED:

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Additionally, regional policy requires affected counties to hold a public hearing and collect public comment before considering a resolution of support for the Gateway Corridor LPA. As part of its meeting on September 9, 2014, the Ramsey County Regional Railroad Authority Board will conduct a public hearing and collect comments on the Gateway Corridor LPA. Washington County staff will attend the public hearing and provide a PowerPoint presentation on the Gateway Corridor LPA to the Board and the public in attendance. Public comments received at the hearing will be compiled by staff and provided to the Ramsey County Regional Railroad Authority Board, in whole or in summary form with staff responses to the public comments, as part of the board packet for the September 23, 2014 Ramsey County Regional Railroad Authority meeting.

SUBJECT: Gateway Corridor Locally Preferred Alternative: Hold Public Hearing

ATTACHMENTS:

1. Public Hearing Notice
2. Affidavit of Publication in the *Ramsey County Review*
3. Gateway Corridor Locally Preferred Alternative Packet
4. Gateway Corridor PowerPoint presentation slides

PREVIOUS ACTION:

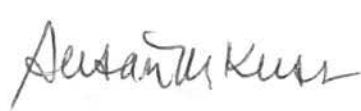
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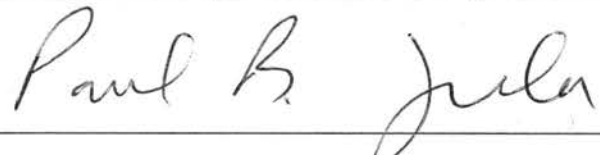
COUNTY MANAGER'S COMMENTS:

The Ramsey County Regional Railroad Authority must hold a public hearing to receive comments on the Gateway Corridor Locally Preferred Alternative prior to considering passage of a resolution in support of the Locally Preferred Alternative.

SUBJECT: Gateway Corridor Locally Preferred Alternative: Hold Public Hearing

Regional Railroad Authority – Authorized Signature	Date
	8/22/14

Finance – Authorized Signature	Date
	9/2/14

County Attorney – Authorized Signature	Date
	8/26/14

Property Management – Authorized Signature	Date

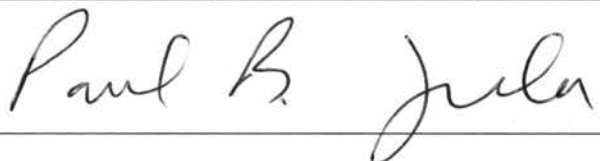
Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Gateway Corridor Locally Preferred Alternative: Hold Public Hearing

Regional Railroad Authority – Authorized Signature	Date
	8/22/14

Finance – Authorized Signature	Date
	9/2/14

County Attorney – Authorized Signature	Date
	8/26/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Ramsey County Regional Railroad Authority

invites you to attend a

Public Hearing

regarding the

Gateway Corridor Transitway Locally Preferred Alternative Selection

Tuesday, September 9, 2014

9:30 AM or as soon thereafter as possible

Council Chambers – Third Floor Court House

15 W Kellogg Blvd, St Paul, MN 55102

- Presentation on the Gateway Corridor Transitway Study.
- Opportunity to provide comments on the Gateway Corridor Transitway Locally Preferred Alternative.

Persons who intend to testify at the public hearing are requested to contact the office of the Ramsey County Regional Railroad Authority by telephone [651] 266-2760, prior to September 9, 2014.

Information about the Gateway Corridor Transitway Locally Preferred Alternative is available at the following area locations:

- George Latimer Central Library, 90 W. Fourth Street, St. Paul
- Ramsey County Library, 3025 Southlawn Drive, Maplewood
- Conway Recreation Center, 2090 Conway Street, St. Paul

For detailed information on the Gateway Corridor Transitway project, go to:

<http://thegatewaycorridor.com/>

Affidavit of Publication

State of Minnesota } SS
 County of Ramsey }

ANNE THILLEN, being duly sworn, on oath, says that
 he/she is the publisher or authorized agent and employee of the publisher of the newspaper known
 as RAMSEY COUNTY REVIEW, and has full knowledge of the facts which are
 stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified
 newspaper, as provided by Minnesota Statute 331A.02, 331A.07, and other applicable laws, as amended.

(B) The printed PUBLIC HEARING
 which is attached was cut from the columns of said newspaper, and was printed and published once each
 week, for 1 successive weeks; it was first published on WEDNESDAY, the 27TH day of
AUGUST, 20 14, and was thereafter printed and published on every _____ to and
 including _____, the _____ day of _____, 20____; and printed below is a copy of
 the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and
 kind of type used in the composition and publication of the notice:

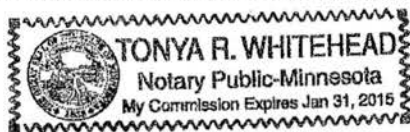
*ABCDEFGHIJKLMNOPQRSTUVWXYZ
 *ABCDEFGHIJKLMNOPQRSTUVWXYZ
 *abcdefghijklmnopqrstuvwxyz

Subscribed and sworn to before me on
 this 27TH day of AUGUST, 20 14.

Tonya R. Whitehead
 Notary Public

BY: Anne M. Thillen
 TITLE LEGAL COORDINATOR

*Alphabet should be in the same size and kind of type as the notice.



RATE INFORMATION

- (1) Lowest classified rate paid by
 commercial users for comparable space \$25.00 per col. inch
- (2) Maximum rate allowed by law for the above matter \$25.00 per col. inch
- (3) Rate actually charged for the above matter \$ per col. inch

**RAMSEY COUNTY
REGIONAL RAILROAD
AUTHORITY
INVITES YOU TO ATTEND A
PUBLIC HEARING
REGARDING THE
GATEWAY CORRIDOR
TRANSITWAY
LOCALLY PREFERRED
ALTERNATIVE SELECTION**
Tuesday, September 9, 2014
9:30 AM
or as soon thereafter as possible

**Council Chambers -
Third Floor Court House
15 W Kellogg Blvd,
St Paul, MN 55102**

- Presentation on the Gateway Corridor Transitway Study.
- Opportunity to provide comments on the Gateway Corridor Transitway Locally Preferred Alternative.

Persons who intend to testify at the public hearing are requested to contact the office of the Ramsey County Regional Railroad Authority by telephone [651] 266-2760, prior to September 9, 2014.

Information about the Gateway Corridor Transitway Locally Preferred Alternative is available at the following area locations:

- George Latimer Central Library, 90 W. Fourth Street, St. Paul
- Ramsey County Library, 3025 Southlawn Drive, Maplewood
- Conway Recreation Center, 2090 Conway Street, St. Paul

For detailed information on the Gateway Corridor Transitway project, go to:
<http://thegatewaycorridor.com/>
(Review: Aug. 27, 2014)

7

Affidavit of Publication

State of Minnesota }
County of Ramsey } SS

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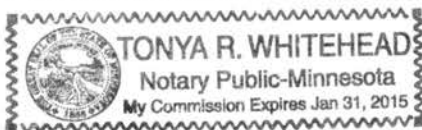
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*ABCDEFGHIJKLMNPOQRSTUVWXYZ
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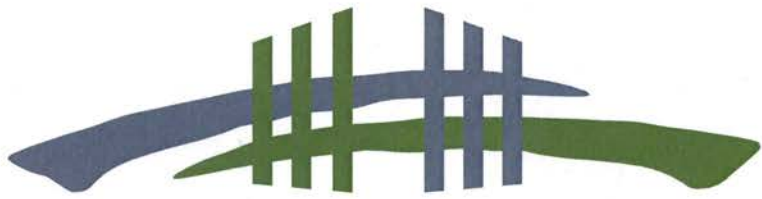
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For detailed information on the Gateway Corridor Transitway project, go to:

<http://thegatewaycorridor.com/>
(Review: Aug. 27, 2014)



GATEWAY CORRIDOR

Background Information

Where is the Gateway Corridor and what is the Gateway Corridor Project?

The Gateway Corridor is a planned approximately 12-mile transitway located in Ramsey and Washington Counties in Minnesota. The corridor runs generally parallel to I-94, connecting downtown Saint Paul with its East Side neighborhoods and the suburbs of Maplewood, Landfall, Oakdale, Lake Elmo, and Woodbury. The Gateway Corridor will be a **bus rapid transit** line that will connect the east Twin Cities metro to the greater regional transit network via bus and rail lines at the Union Depot multimodal hub in downtown Saint Paul. Please see Figure 1 on page 3 for the corridor map.

Why is the Gateway Corridor Project needed?

Currently there is limited service throughout the day in the Gateway Corridor and a need for more frequent service over a longer time period. Approximately 32,000 people living in the corridor cities do not own a car, and the existing transit service in the Corridor provides few options for people who depend on or choose to travel using transit. The Gateway Corridor will provide all day, bi-directional transit service, improving access to jobs and housing in the corridor and residents' mobility around the region as a whole.

The Twin Cities Metropolitan Area is committed to growing in a way that uses our existing infrastructure effectively, creates economic growth, preserves our natural spaces, and perpetuates the high quality of life that residents enjoy. Implementation of the Gateway Corridor will provide an efficient mode of travel, allow people to access jobs, services, and housing that were previously unreachable without a car, and bring an amenity to the east metro that will attract people and economic growth.

What is Bus Rapid Transit (BRT)?



BRT in the Gateway Corridor will operate in a dedicated guideway using a uniquely branded bus. Dedicated BRT incorporates many features of light rail transit including level boarding, off-board fare payment, and permanent stations with full amenities such as covered and enclosed waiting areas, benches, and bike racks, to provide a rail-like experience on a bus. Dedicated BRT in the Gateway Corridor will operate every 10 to 15 minutes in both directions, all day, every day.

What is the project timeline?

Because local residents, cities, counties, the Metropolitan Council, the State of Minnesota, the Federal Transit Administration, and Gateway Corridor Cooperating Agencies have a say in project design, each of the steps in the transitway development process takes time. Though the process is lengthy, its intent is to create a financially feasible project that delivers mobility, accessibility, environmental, economic development, and quality of life benefits while imposing few negative impacts to the people and land around it.

Transitway Development Process



Transitway Development Phases

Corridor Planning includes the **Alternatives Analysis** and **Draft Environmental Impact Statement (EIS)** phases, as well as the **Locally Preferred Alternative (LPA) selection process**.

- The Gateway Corridor **Alternatives Analysis** was completed in 2013 and is a comparison of the benefits, costs, and impacts of a range of light rail, commuter rail, bus rapid transit, and express bus alternatives in the Corridor. The conclusion of the Alternatives Analysis was to retain two alternatives for study in the Draft EIS: LRT along I-94 and Hudson Road, and BRT along I-94 and Hudson Road.
- The **Draft EIS** is the first step in environmental review for the Gateway Corridor Project. The Gateway Corridor Draft EIS will assess the social, economic, and environmental impacts of each Gateway Corridor alternative and potential ways to avoid, minimize, or mitigate these impacts. The Gateway Corridor Draft EIS began with the Scoping Process in spring 2014. As a result of the Scoping Process four BRT alternatives and a managed lane alternative will be studied during the Draft EIS. The four BRT alternatives are A-B-C-D1-E1, A-B-C-D2-E1, A-B-C-D2-E2, and A-B-C-D2-E3. Please see Figure 2 on page 4 for a map of these alternatives.
- The Gateway Corridor **LPA selection process** is underway now and is the focus of the August 7th public hearing. The LPA is the transitway alternative that the corridor's cities, counties, and the Metropolitan Council prefer and expect to be competitive and achieve support at the federal level. The LPA is a general description of the transit mode and route; LPA design specifics and definition of additional elements of the project, including station locations, are decided during subsequent engineering and planning efforts. The proposed LPA for comment at this public hearing is BRT on the A-B-C-D2-E2 alignment through the cities of Saint Paul, Maplewood, Landfall, Oakdale, Lake Elmo, and Woodbury.

Project Development includes the **Final EIS** and **Record of Decision**.

- The **Final EIS** is the second step in environmental review for the Gateway Corridor Project. The Final EIS and subsequent **Record of Decision** will commit the project to a range of actions and physical elements that mitigate its negative impacts. In order to complete the Final EIS and Record of Decision, project engineering will advance, and design decisions and elements of the project will be defined more specifically.

During the **Engineering** phase further advances are made in project design and construction documents are prepared.

During **Construction** the guideway, stations, and all other infrastructure associated with the project are constructed.

Operations is when the project is open and customers can ride the line.

Locally Preferred Alternative Information

What is the Locally Preferred Alternative (LPA) and why is it important?

The LPA is the transitway alternative that the corridor's cities and counties prefer and expect to be competitive and achieve support at the federal level. The LPA is a general description of the type of transit that will be used (mode) and the location (alignment). The LPA definition is general; LPA design specifics and definition of additional elements of the project, including station locations, are decided during subsequent engineering and planning efforts.

Identification of an LPA is a critical step in pursuit of federal funding. The selection of an LPA tells the Federal Transit Administration which alternative local agencies expect to be the most competitive in achieving support at the local, regional, and federal levels. It is expected that the region will pursue federal funding for the Gateway Corridor Project through the FTA New Starts program.

The recommended LPA is dedicated BRT generally on the Hudson Road – Hudson Boulevard (A-B-C-D2-E2) alignment that crosses to the south side of I-94 at approximately Lake Elmo Avenue to Manning Avenue.

Figure 1



Figure 1 shows the recommended alignment for the Locally Preferred Alternative in the in the Gateway Corridor. The recommended mode is dedicated bus rapid transit.

What is the purpose of this public hearing? Why is it needed?

On July 24, the Policy Advisory Committee (PAC) recommended BRT alternative A-B-C-D2-E2 as the proposed LPA. Today's public hearing is an opportunity for the public to provide input on the LPA – which includes both the transit mode and the route for the Gateway Corridor Project. The PAC is preparing for a September 11 meeting where it will discuss and make a final recommendation on the LPA, which will then be forwarded to the Washington and Ramsey County Regional Railroad Authorities and each of the cities through which the transitway will travel. To ensure full local support for the LPA, each of the cities and counties must pass a resolution in support of the LPA for the project to advance. For more information about these actions, please contact the individual cities and counties. The final step in the process involves the Metropolitan Council's approval of the LPA by including it in the 2040 Transportation Policy Plan and approving that plan, which is currently in draft form.

What alternatives were considered for the Locally Preferred Alternative?

Four bus rapid transit (BRT) alternatives were considered for the LPA: A-B-C-D1-E1, A-B-C-D2-E1, A-B-C-D2-E2, and A-B-C-D2-E3. Please see the map below which shows the route of each alternative, and page 6 which provides comparable technical information about each alternative.



Figure 2 shows the four BRT alternatives recommended for study in the Draft EIS.

How was this list of alternatives established?

The Gateway Corridor Alternatives Analysis completed in 2013 compared the benefits, costs, and impacts of a range of light rail transit (LRT), commuter rail, bus rapid transit (BRT), and express bus alternatives in the Gateway Corridor. The Alternatives Analysis identified two transitway alternatives to be carried forward for study in the Draft Environmental Impact Statement (EIS): BRT on I-94 and Hudson Road, and LRT on I-94 and Hudson Road.

The next step in the project was to begin the Draft Environmental Impact Statement (EIS). The first step in preparing a Draft EIS is the "Scoping Process" which establishes the foundation of the Draft EIS, including why the project is being proposed (its Purpose and Need), the alternatives that will be studied, the topics that will be studied, the methodology used to study the alternatives, and the public involvement process throughout preparation of the Draft EIS. The Gateway Corridor Scoping Process began in February 2014 with publication of the Scoping Booklet. The Scoping Booklet documented the two alternatives from the Alternatives Analysis (BRT and LRT on I-94 and Hudson Road), as well as several other alternatives that had been proposed.

Two Scoping meetings were held in March at Guardian Angels Church in Oakdale, and at Conway Recreation Center in St. Paul, where attendees could view a video about the project, review information on boards and maps, discuss the project with staff, and submit comments in writing or verbally to a court reporter. Project staff also organized "pop-up" information sessions at park and rides and community events, and presented project information to community and business groups, local government boards, and commissions as part of the Scoping Process. The project received 97 comment letters and testimonies during the Scoping Process from cities, counties, state and federal agencies, and many community members regarding alternatives and topics to be studied in the Draft EIS. The project video, posted at www.thegatewaycorridor.com, has had more than 850 views. At the end of the Scoping process after reviewing all comments received during Scoping, the Technical, Community, and Policy Advisory Committees recommended four BRT alternatives for study in the Draft EIS: A-B-C-D1-E1, A-B-C-D2-E1, A-B-C-D2-E2, and A-B-C-D2-E3.



All of these alternatives, shown in Figure 2 on page 4, will be studied in the Draft EIS, regardless of the LPA selection.

Why is the Locally Preferred Alternative decision occurring now?

The LPA decision is based on technical, community, and policy input. The proposed Gateway Corridor LPA is currently included in the Metropolitan Council's Draft 2040 Transportation Policy Plan (TPP), which will be out for public review in August 2014. As the Metropolitan Council is currently in the process of updating the TPP, the inclusion of the proposed Gateway LPA in the Draft TPP provides an opportunity to streamline the LPA decision making process, while providing for additional public review opportunities.

Technical Information Used For Scoping And Locally Preferred Alternative Decision-Making

The information presented below was used by the project Technical Advisory Committee (TAC), Community Advisory Committee (CAC), and Policy Advisory Committee (PAC) to provide recommendations on the Scoping Decision (the determination of which alternatives should be studied in the Draft EIS) and the LPA. Specific to the Scoping Decision, the PAC recommendation is that four BRT alternatives be analyzed in the Draft EIS. At the direction of federal partners, a managed lane alternative will also be studied. The PAC decided not to continue studying LRT, as it provides similar service to BRT but has much higher costs, without substantial ridership benefits. This recommendation is under review by the FTA, the federal agency leading development of the Gateway Corridor Project.

This information is the best information about each alternative currently available and is appropriate as the basis for the proposed LPA decision. This information may change as more detailed planning and engineering proceeds on the project.

What are the differences between alternatives?

The alternatives have been compared across several criteria: length and number of stations; ridership; travel time; capital costs; potential Federal Transit Administration New Starts ratings; jobs and job types; potential for transit-oriented development & current development activity; feeder and express bus routes; and traffic impacts.

	BRT Alternatives				Managed Lane Alternative	LRT Alternative
	A-B-C-D1-E1	A-B-C-D2-E1	A-B-C-D2-E2	A-B-C-D2-E3		A-B-C-D1-E1
Length (miles)	12	12	12	12	10	12
Number of stations	12	12	12	12	6 online stations	12
2030 Daily Ridership: Station to Station BRT	8,600	8,800	8,800	8,900	—	—
2030 Daily Ridership: Total Corridor	13,100	13,300	13,300	13,500	8,100*	9,300*
Estimated Travel Time (minutes from Union Depot to Manning Avenue)	30.0 – 30.3	30.2 – 30.5	29.5 – 30.3	29.4	20*	28*
Estimated Capital Cost	\$500 - \$505	\$470 - \$475	\$460 - \$465	\$460	\$540*	\$950*

*Estimates based on 2013 Alternatives Analysis

Length and Number of Stations

The four BRT alternatives are nearly the same length and each have 12 stations. The managed lane alternative is shorter at only 10 miles and includes six stations in the center median of I-94.

Ridership

The BRT alternatives do not vary widely in their ridership. In the table above "Station-to-Station BRT" is the low range of the ridership. If express buses use the guideway, those riders are counted as well; that is the high range of the ridership. Each BRT alternative's ridership will likely fall at a similar point in this range. The managed lane alternative has slightly lower ridership than the station-to-station BRT alternatives' ridership.

Travel Time

The four BRT alternatives have very similar travel times, while the managed lane travel time is slightly faster due to its shorter length, fewer stations, and their location in the I-94 median. These travel times include stopping for about 20 seconds at each of the 12 stations along the route, and also incorporate traffic information to the extent it is available. Travel time estimates are measured between Union Depot and Manning Avenue. Ranges of travel times reflect slight variations in alignments under discussion at this time.

Capital Costs

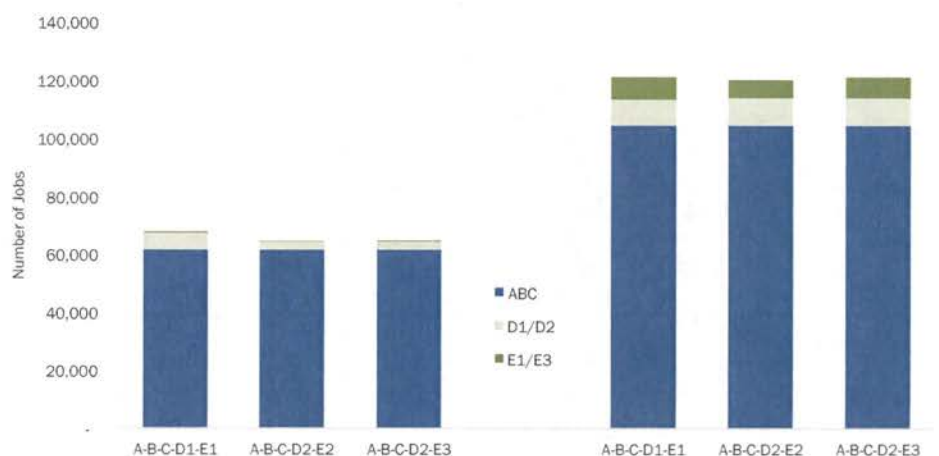
Capital cost estimates for each alternative include: construction of the guideway infrastructure, stations, and an operations and maintenance facility; utility relocation; and acquisition of right-of-way and transit vehicles. Costs are inflated to the mid-year of construction, 2020.

Federal Transit Administration New Starts Ratings

Overall, the Gateway Corridor Project needs a composite "medium" rating on the six New Starts project justification criteria: mobility improvements (ridership), cost effectiveness, environmental benefits, congestion relief, land use, and economic development. All of the Gateway BRT alternatives rate "medium-low" for ridership and hover between "medium" or "medium-low" ratings for cost effectiveness. All Gateway BRT alternatives would likely receive a "medium" rating on the environmental and congestion relief criteria. The land use and economic development criteria will be a focus throughout the project, as those ratings are affected by planning efforts, policy changes, and the physical form of new development. The managed lane alternative is not eligible for New Starts funding.

Jobs & Job Types

The majority of jobs in the corridor are west of I-494/I-694, so there are relatively small differences in the number of jobs proximate to each of the alternatives which differ only east of I-494/I-694. Alternative A-B-C-D1-E1 currently has more jobs than alternatives A-B-C-D2-E2 or A-B-C-D2-E3 because Woodbury is more developed than Lake Elmo. Employment projections account for planned growth in Lake Elmo, however so the number of jobs along each alternative will be nearly the same in 2030. The A-B-C-D1-E1 alternative has a higher number of retail jobs (approximately 7,900)



Source: Metropolitan Council

The number of jobs along the A-B-C-D2-E1 alternative is estimated to be very similar to the other BRT alternatives.

because of the retail base in Woodbury today. The three other BRT alternatives, A-B-C-D2-E1, A-B-C-D2-E2, and A-B-C-D2-E3 have lower numbers of retail jobs (approximately 5,550). In the future, the overall number of jobs and non-retail jobs is relatively similar.

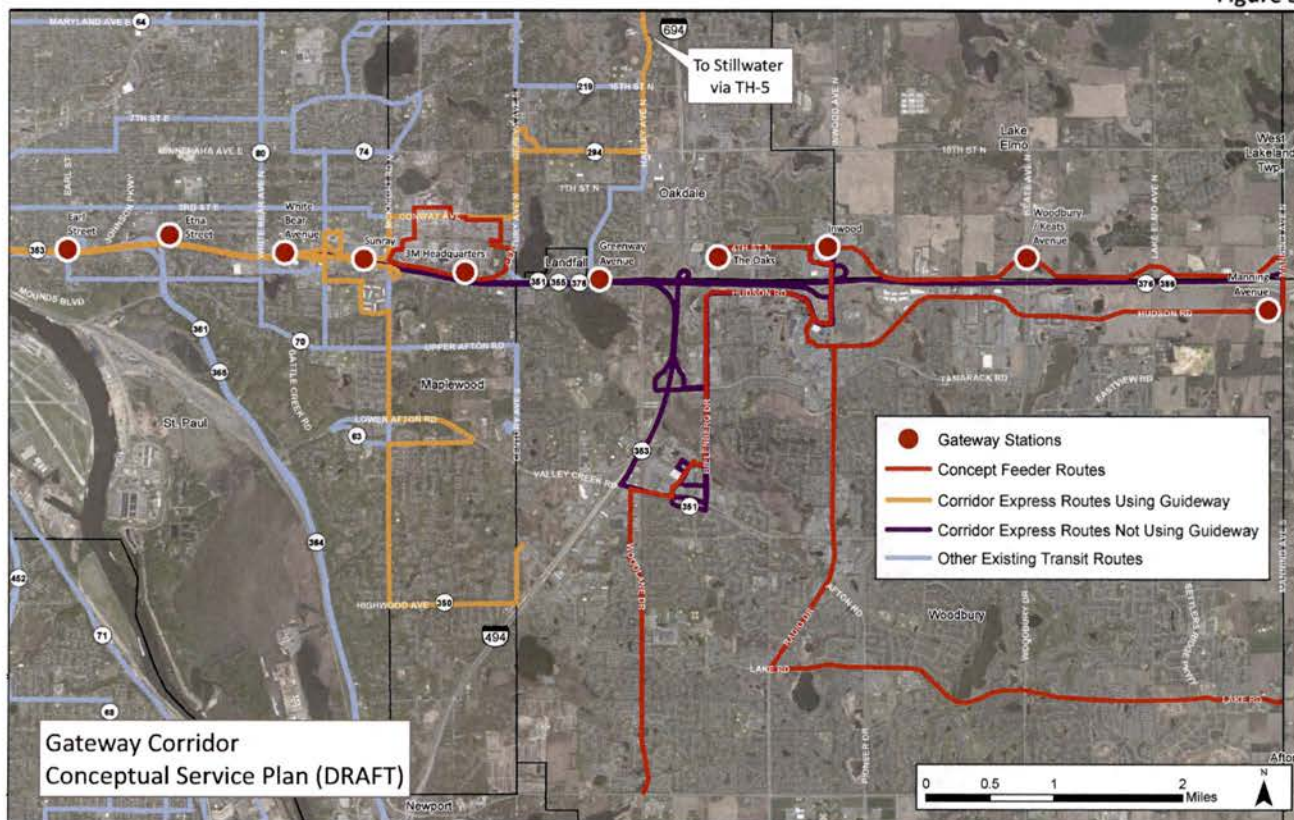
Potential for Transit-Oriented Development & Current Development Activity

East of I-494/I-694 where the four alternatives differ, the A-B-C-D1-E1 alternative passes through auto-oriented commercial areas that were developed fairly recently and are not ready for redevelopment into pedestrian-friendly areas suitable for station locations. The A-B-C-D2-E1 and A-B-C-D2-E3 alternatives provide more opportunity for station area development, however the vacant land in combination with supportive property owners and developers along the A-B-C-D2-E2 alternative provide the strongest opportunities for transit-oriented development.

Feeder and Express Bus Routes

The express bus routes that currently operate in the Gateway Corridor will continue to operate after Gateway opens. Express routes 294 and 350 will use the Gateway guideway for part of their route, as it will provide a faster, more reliable trip than their current routes. New feeder bus routes will be added to the system to provide coordinated service to some Gateway stations.

Figure 3



Traffic Impacts

The alternatives have different traffic impacts. The A-B-C-D1-E1 alternative has traffic impacts at Radio Drive and Woodbury Drive because of the current and forecast high volumes of traffic on those streets. Traffic mitigation at 4th Street and Inwood Avenue may also be needed along the A-B-C-D2-E1, A-B-C-D2-E2, and A-B-C-D2-E3 alternatives, but can likely be accommodated with traffic signal changes. A traffic signal may eventually be needed at Keats Avenue and Hudson Boulevard.

Recommended Locally Preferred Alternative

On July 24, the Gateway Policy Advisory Committee (PAC) recommended BRT alternative A-B-C-D2-E2 as the LPA. The LPA is a general description of the transit mode and route; LPA design specifics and definition of additional elements of the project, including station locations and park and ride locations, are decided during subsequent engineering and planning efforts.

The PAC recommended this alternative because its travel time, costs, and ridership are comparable to the other BRT alternatives, and it has several distinct advantages:

- Its route accesses parts of the cities of Oakdale, Lake Elmo, and Woodbury that are currently underdeveloped or undeveloped and present opportunities for new, denser, pedestrian-oriented development that is conducive to riding transit.
- These opportunities for denser development around stations improve the project's competitiveness on the land use and economic development New Starts criteria, increasing the project's likelihood of federal funding.
- Its route and station locations minimize impacts to congested roadways and traffic.

The PAC seeks public input on the LPA recommendation at today's public hearing.

Figure 4



More information about the Gateway Corridor Project

Need more information about the Gateway Corridor Project? Please contact Washington County staff. Staff will answer questions, receive comments, or present to your group or organization about the project.

Andy Gitzlaff

Washington County Public Works Department

11660 Myeron Road North

Stillwater, MN 55082

651-430-4300

gatewaycorridor@co.washington.mn.us

www.thegatewaycorridor.com

Attachment #4



GATEWAY CORRIDOR

Locally Preferred Alternative RCRRA
Public Hearing
Background Presentation

September 9, 2014

Regional Transitways (2040)

Existing and Potential High-Frequency Arterial Routes

-  New / Improved Arterial Routes
-  Current Arterial Routes
-  Potential Arterial BRT

Transit Centers and Stations served by Arterial Routes

-  Transit Center
-  Future Transit Center
-  Transit Station

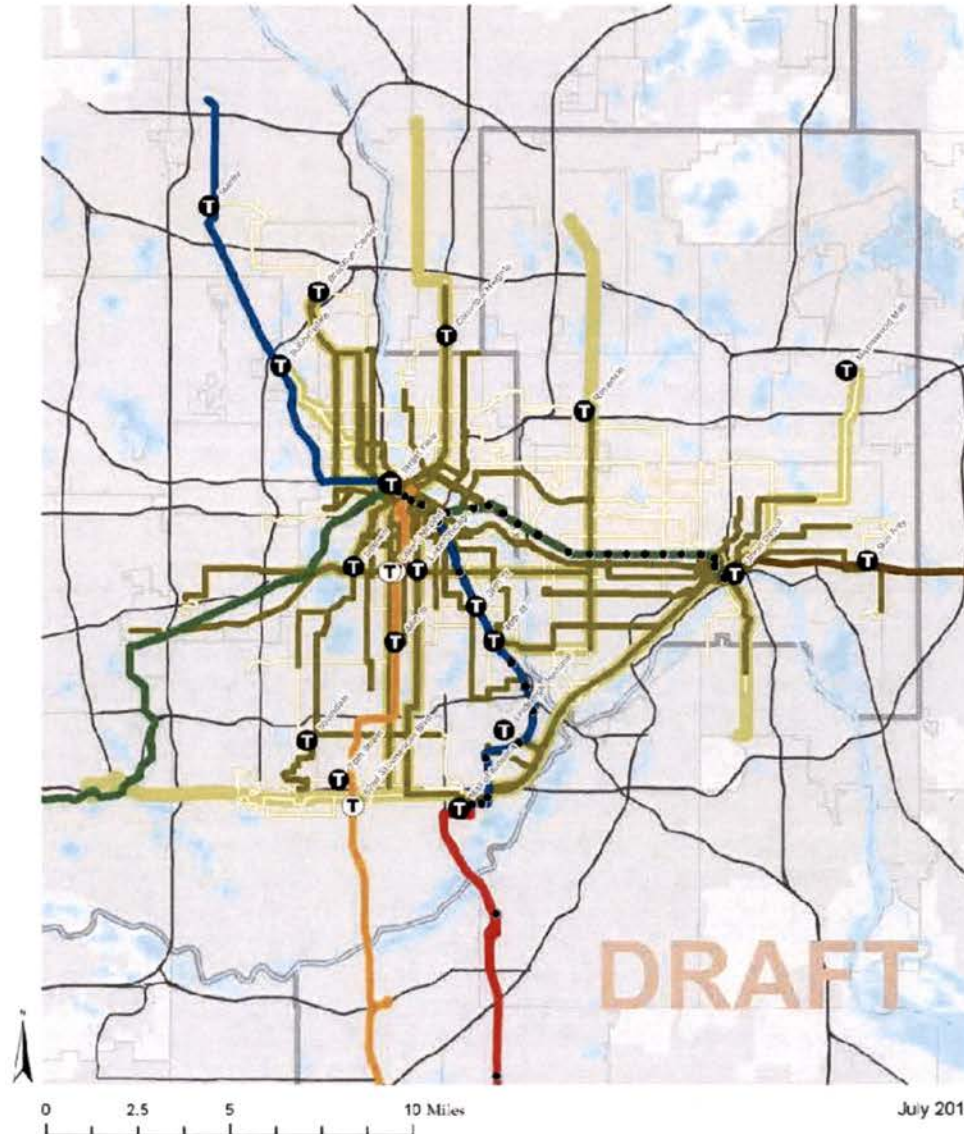
Transitways

-  Blue Line
-  Green Line
-  Red Line
-  Green Line
-  Orange Line
-  Gateway Dedicated BRT *

*Contingent upon resolutions of support and commitments to local land use from local governments along the locally preferred alternative and commitment to addressing use of highway right-of-way in the DEIS process.

Reference Items

-  Principal Arterial Highways
-  Lakes and Rivers
-  City Boundary
-  County Boundary
-  2040 Urban Service Area MPC Area



Current Status

- Alternatives Analysis Completed 2013
- Draft EIS Underway

Transitway Development Process



Scoping Decision vs. LPA

Scoping Decision

- Why study transit improvements?
- Which alternatives?
- Evaluation methods
- LPA will be one of but not the only alternative studied in the Draft EIS

LPA

- **Early** indicator of local preferences
- General description of alignment and mode
- Process is governed by Met Council for adoption into their Transportation Policy Plan
- Key step in pursuit of federal funding

The Purpose & Need for the Gateway Corridor Project

The purpose of the Gateway Corridor Project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the traveling public in the project area.

There are five factors that describe the need for the project:

- Limited existing transit service
- A policy shift toward travel choices and multimodal investments
- Population and employment growth in the corridor
- Needs of people who depend on transit
- Local and regional objectives for growth and prosperity



Customers boarded Metro Transit buses and trains nearly 81.4 million times in 2013. 70.4 million rides were on local and express buses, 10.2 million rides were on the Metro Blue Line (Hiawatha Light Rail).



Gateway Corridor service will run every 10-15 minutes throughout the day.



The Lyric is a new 170-unit artist loft and apartment building near the Raymond Station on the Metro Green Line in St. Paul.

The Gateway Corridor Project will provide:



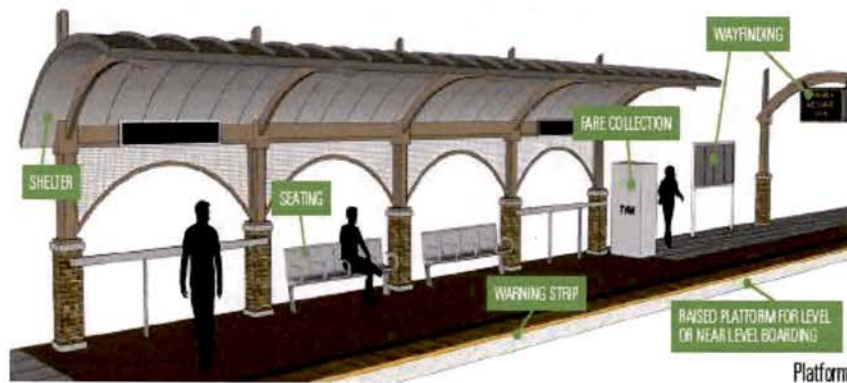
All day bi-directional service every 15 minutes or better



Reliable travel time between stations



Connections at Union Depot to Green Line LRT and local and express buses

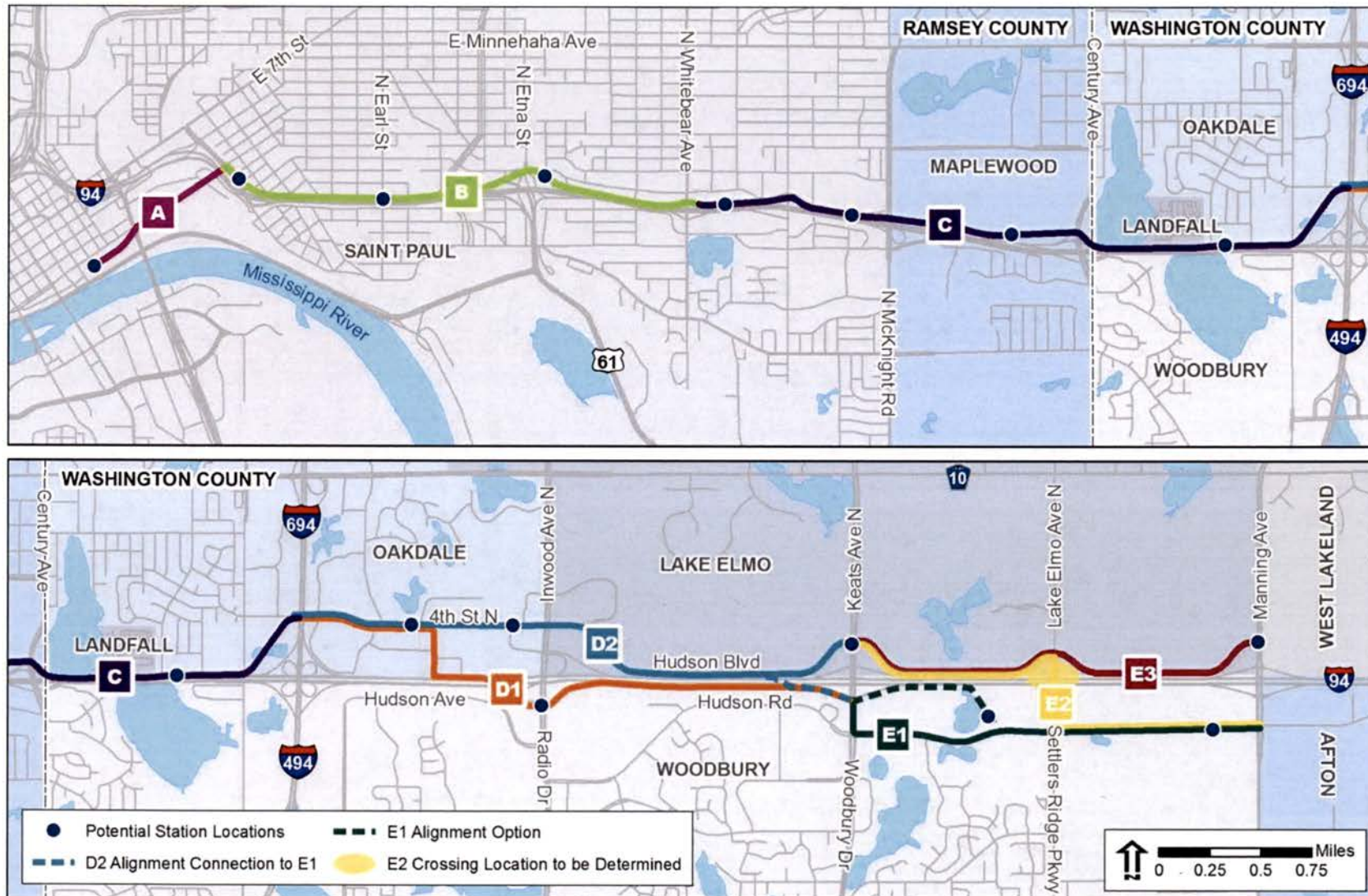


Comfortable transit stations with weather protection, seating, lights, and ticket vending machines



Stations become focal points for housing, jobs, and commercial activity

Gateway Corridor Alternatives



Transit Modes Considered

Bus Rapid Transit in a dedicated guideway



Light Rail Transit



Bus Rapid Transit in a managed lane



Public Engagement informs Project Decisions

The project has actively sought community input since planning began in 2009. Most recently, engagement efforts were focused on the Draft EIS Scoping Process, which included:

- User Friendly Materials
 - Scoping Booklet and Project Fact Sheets
 - Informational Video – 945 views on YouTube
- Official Scoping Meetings and Scoping Comment Period – 97 comments received
- Additional Engagement Events – over 100 held since start of DEIS
 - “Pop-up” information sessions
 - Presentations to interested stakeholders, community and business groups, local government boards and commissions



PAC/GCC Scoping Decision

- **BRT Alternatives recommended for further evaluation in the Draft EIS:**

- BRT A-B-C-D1-E1
- BRT A-B-C-D2-E1
- BRT A-B-C-D2-E2
- BRT A-B-C-D2-E3

These BRT alternatives will be further refined to minimize impacts, enhance economic development potential and reduce capital costs

- **Managed Lane Alternative**

- Managed Lane Alternative will be further studied in the Draft EIS as requested by FHWA/FTA.
- The PAC continues to support the findings of the AA that the Managed Lane Alternative does not support the Purpose and Need for the project.

- **LRT Alternative was not recommended for study in the Draft EIS.**

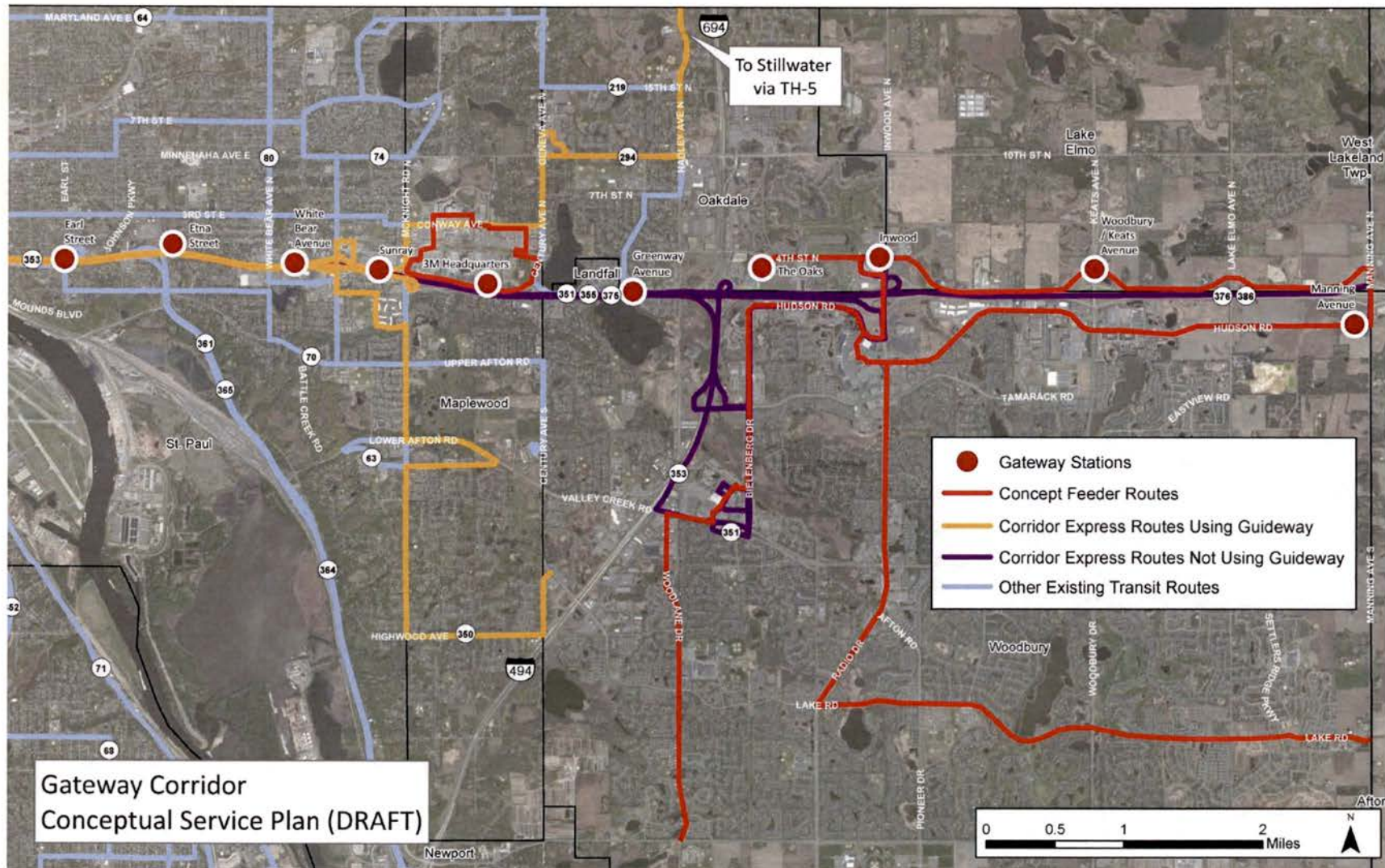
Locally Preferred Alternative (LPA)

Technical Information

Travel Time, Ridership, & Costs

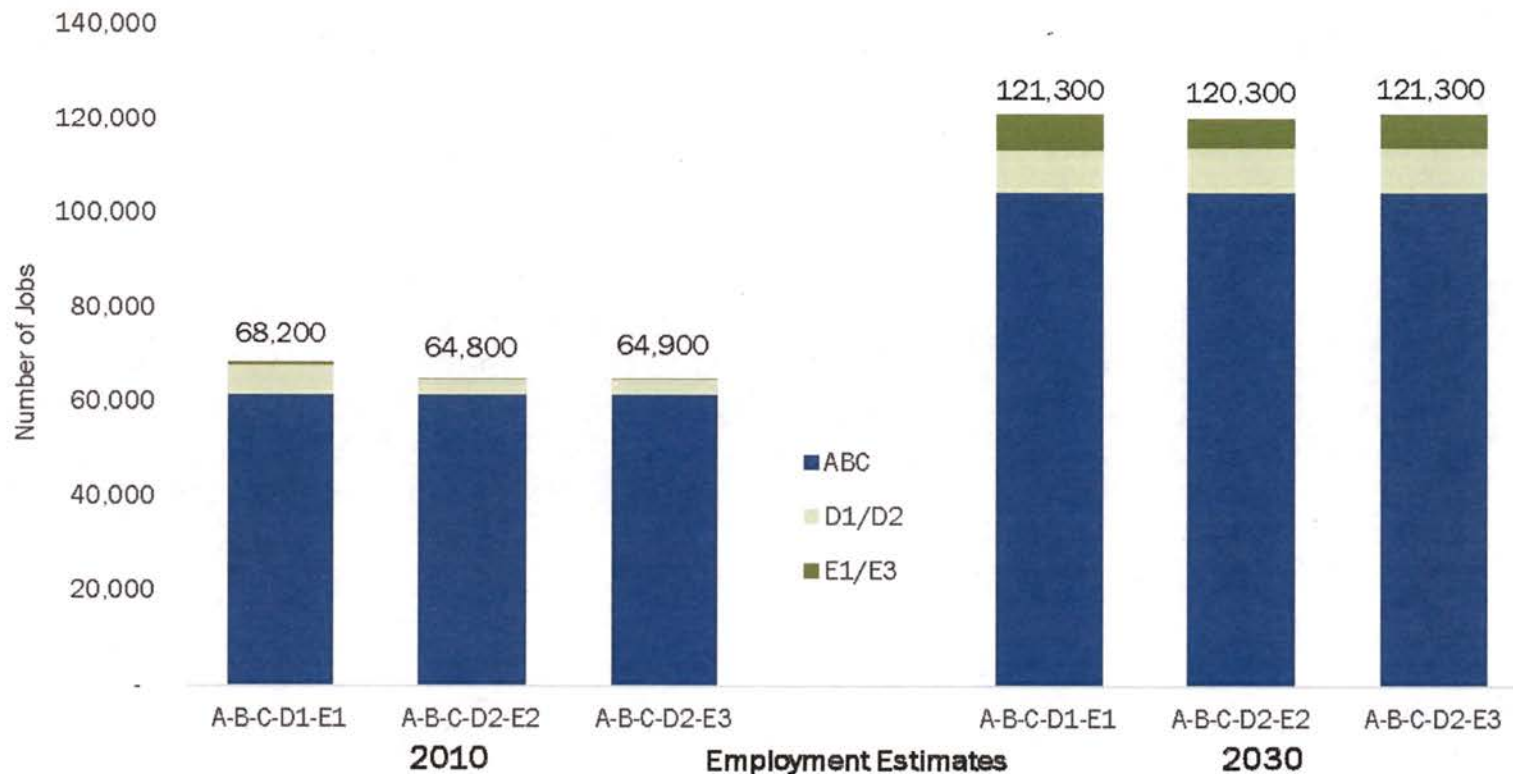
	BRT Alternatives			
	A-B-C-D1-E1	A-B-C-D2-E1	A-B-C-D2-E2	A-B-C-D2-E3
Length (miles)	12	12	12	12
Number of stations	12	12	12	12
2030 Daily Ridership: Station to Station BRT	8,600	8,800	8,800	8,900
2030 Daily Ridership: Total Corridor	13,100	13,300	13,300	13,500
Estimated Travel Time (minutes from Union Depot to Manning Avenue)	30.0 – 30.3	30.2 – 30.5	29.5 – 30.3	29.4
Estimated Capital Cost	\$500 - \$505	\$470 - \$475	\$460 - \$465	\$460

Feeder & Express Bus Network



Access to Jobs

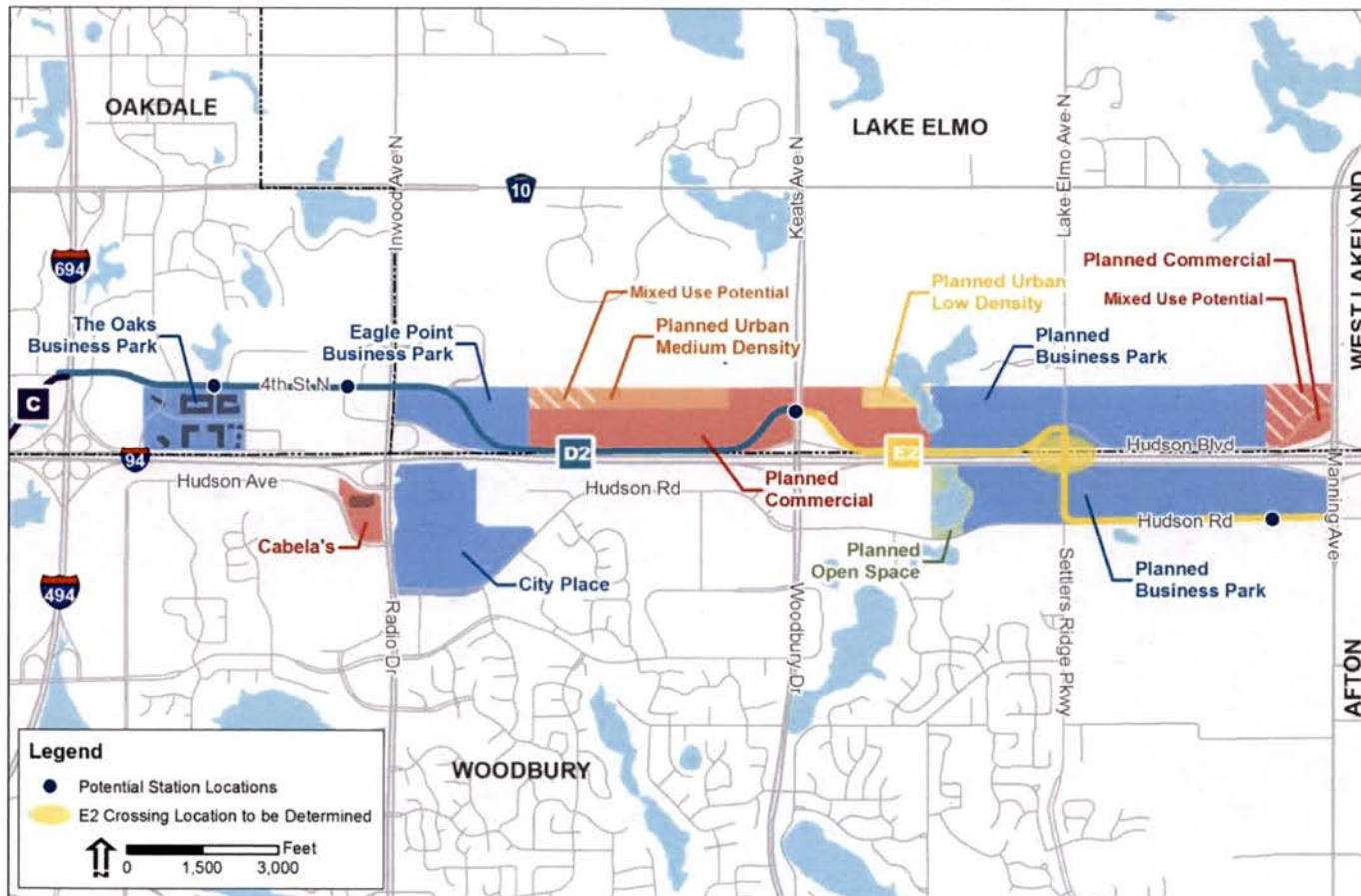
- While A-B-C-D2-E2 provides access to slightly fewer jobs today, employment projections account for planned growth in Lake Elmo, and the number of jobs along each alternative will be nearly the same in 2030.
- The A-B-C-D2-E2 alternative has a slightly higher number of non-retail jobs than other alignments.



Source: Metropolitan Council

PAC Proposed LPA Recommendation

- A-B-C-D2-E2 was chosen as the LPA because:
 - Of its proximity to areas of potential transit-oriented growth and job access,
 - It minimizes impacts to congested roadways and traffic, and
 - Has a similar travel time, ridership, and cost to the other BRT alternatives



15

LPA Public Hearing

- 57 people attended the public hearing
- 17 people spoke
- 18 people submitted written comments

Comment topics included:

- Impacts associated with routing BRT on local streets: loss of parking and travel lanes, impacts to property values, and noise.
- East Side community and transit-dependent populations being part of project decision-making
- Connecting bus routes
- Pedestrian and bicycle access to stations
- Transit service at all times of day
- Affordable, low-income, and mixed-income housing in the corridor
- Overall project costs/use of taxpayer dollars
- Economic development opportunities and access to jobs

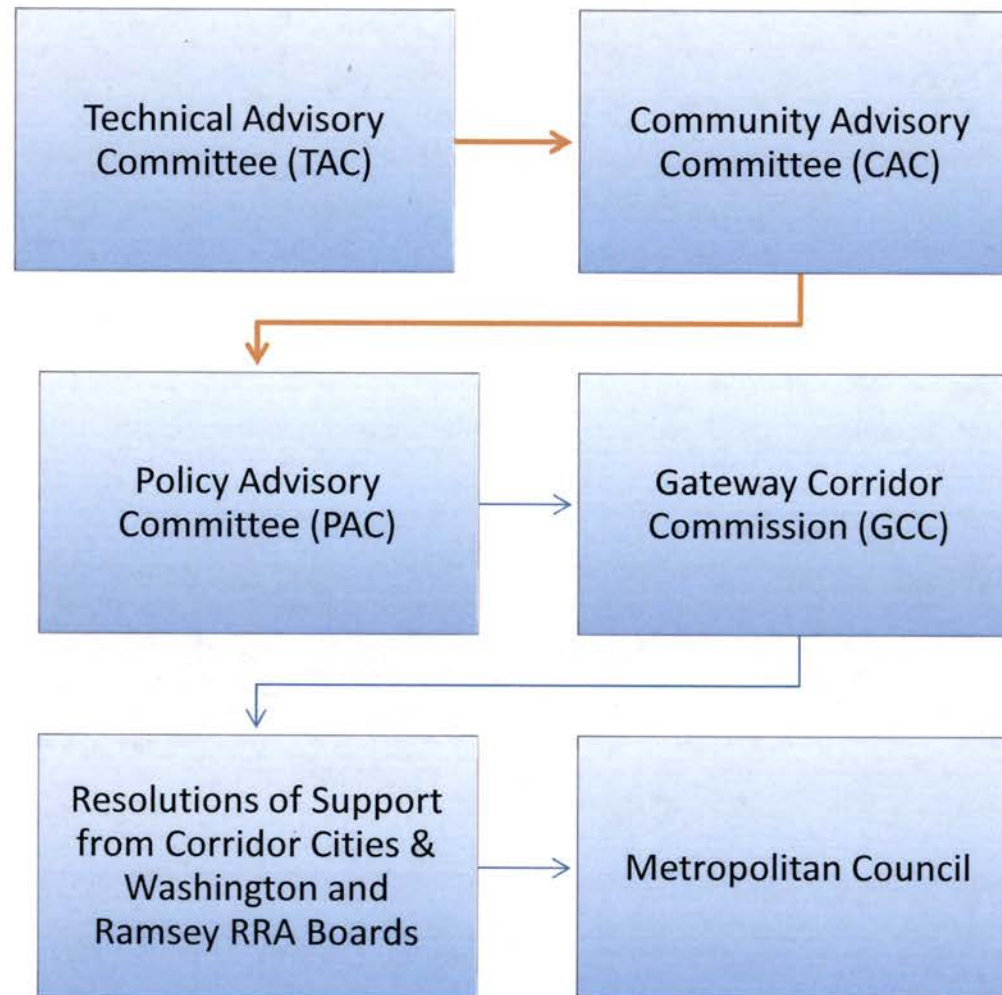


PAC Proposed LPA Recommendation

- BRT within a dedicated guideway (A-B-C-D2-E2)
- TAC and CAC also supported A-B-C-D2-E2 as the LPA



LPA Decision Making Process



186

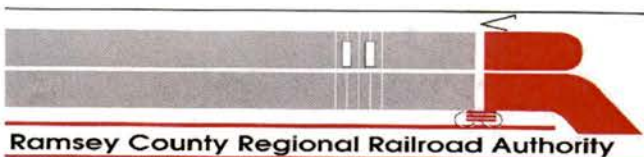
Additional Opportunities to Learn More and Provide Input

- Invite Gateway team members to meet with your organization or community group
- Contact project staff directly at GatewayCorridor@co.washington.mn.us or 651-430-4300
- Sign up for email newsletter
- Visit www.TheGatewayCorridor.com
 - Videos, project updates, analysis reports, meeting summaries
- Visit/Like www.facebook.com/GatewayCorridor
- Comment directly to policy makers at PAC meetings

City/County LPA Resolutions of Support

- In order for the Gateway Corridor LPA to be included in the final version of the 2040 Transportation Policy Plan, a resolution of support for the LPA must be obtained from each city and county through which the line passes.
- The project has prepared resolution language for all cities and counties to use and modify as needed.
- The resolution of support is also an opportunity for each city/county to formally recognize issues of importance to the as they relate to the Gateway Corridor.
- It is important that the resolution does not make city/county support for the Gateway Corridor LPA conditional upon any given project decision.

Thank you!



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 9/9/2014

Regional Railroad Authority Meeting Date: _____

SUBJECT: Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2015 Budget

EXECUTIVE SUMMARY

The Proposed Property Taxes Law (M.S. 275.065) requires the Ramsey County Regional Railroad Authority (RCRRA), as a special taxing district, to certify a proposed maximum tax levy to the Property Records and Revenue Department (County Auditor) by September 15, 2014.

An important provision of the Proposed Property Taxes Law is that the approved tax levy for the 2015 RCRRA budget cannot be more than the proposed maximum tax levy certified by the RCRRA.

The 2015 proposed levy for the RCRRA is \$19,143,354, which is an increase of \$90,047 or 0.47% from last year's levy of \$19,053,307.

The RCRRA will approve the 2015 Supplemental Budget, addenda, and levy on December 16, 2014.

ACTION REQUESTED

Approve the proposed maximum tax levy of \$19,143,354 to finance the 2015 Ramsey County Regional Railroad Authority Budget, which in accordance with the Proposed Property Taxes Law, must be certified to the Department of Property Records and Revenue by September 15, 2014.



SUBJECT: Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority
2015 Budget

ATTACHMENTS:

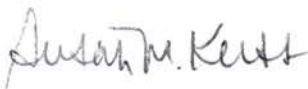
PREVIOUS ACTION:

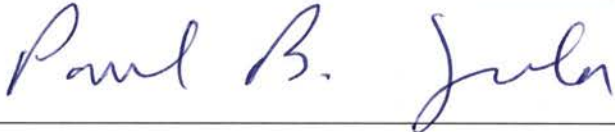
COUNTY MANAGER'S COMMENTS:

The proposed maximum tax levy must be certified by September 15, 2014 to comply with the Proposed Property Taxes Law.

SUBJECT: Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2015 Budget

Regional Railroad Authority – Authorized Signature	Date
	8/22/14

Finance – Authorized Signature	Date
	8/21/14

County Attorney – Authorized Signature	Date
	8/26/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

**SUBJECT: Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority
2015 Budget**

Draft Resolution

1 WHEREAS, The Proposed Property Taxes Law (M.S. 275.065) requires the Ramsey
2 County Regional Railroad Authority, as a special taxing district, to certify a proposed maximum tax
3 levy to the Property Records and Revenue Department (County Auditor) by September 15, 2014;
4 and

5
6 WHEREAS, The Proposed Property Taxes Law includes a provision that the approved tax
7 levy for the 2015 RCRRA budget cannot be more than the proposed tax levy certified by the
8 Ramsey County Regional Railroad Authority by September 15, 2014; and

9
10 WHEREAS, In order to continue to improve the quality of life and access to services in the
11 region, to remain a partner in transit activities in the region with other agencies, including the
12 Minnesota Department of Transportation, the seven metro county Regional Railroad Authorities,
13 Metropolitan Council and Metro Transit; Now, Therefore Be It

14
15 RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the
16 proposed maximum tax levy of \$19,143,354 to finance the 2015 Ramsey County Regional
17 Railroad Authority Budget, which in accordance with the Proposed Property Taxes Law, must be
18 certified to the Department of Property Records and Revenue by September 15, 2014.

Attachment #4



GATEWAY CORRIDOR

Locally Preferred Alternative RCRRA

Public Hearing

Background Presentation

September 9, 2014

Regional Transitways (2040)

Existing and Potential High-Frequency Arterial Routes

- New / Improved Arterial Routes
- Current Arterial Routes
- Potential Arterial BRT

Transit Centers and Stations served by Arterial Routes

- Transit Center
- Future Transit Center
- Transit Station

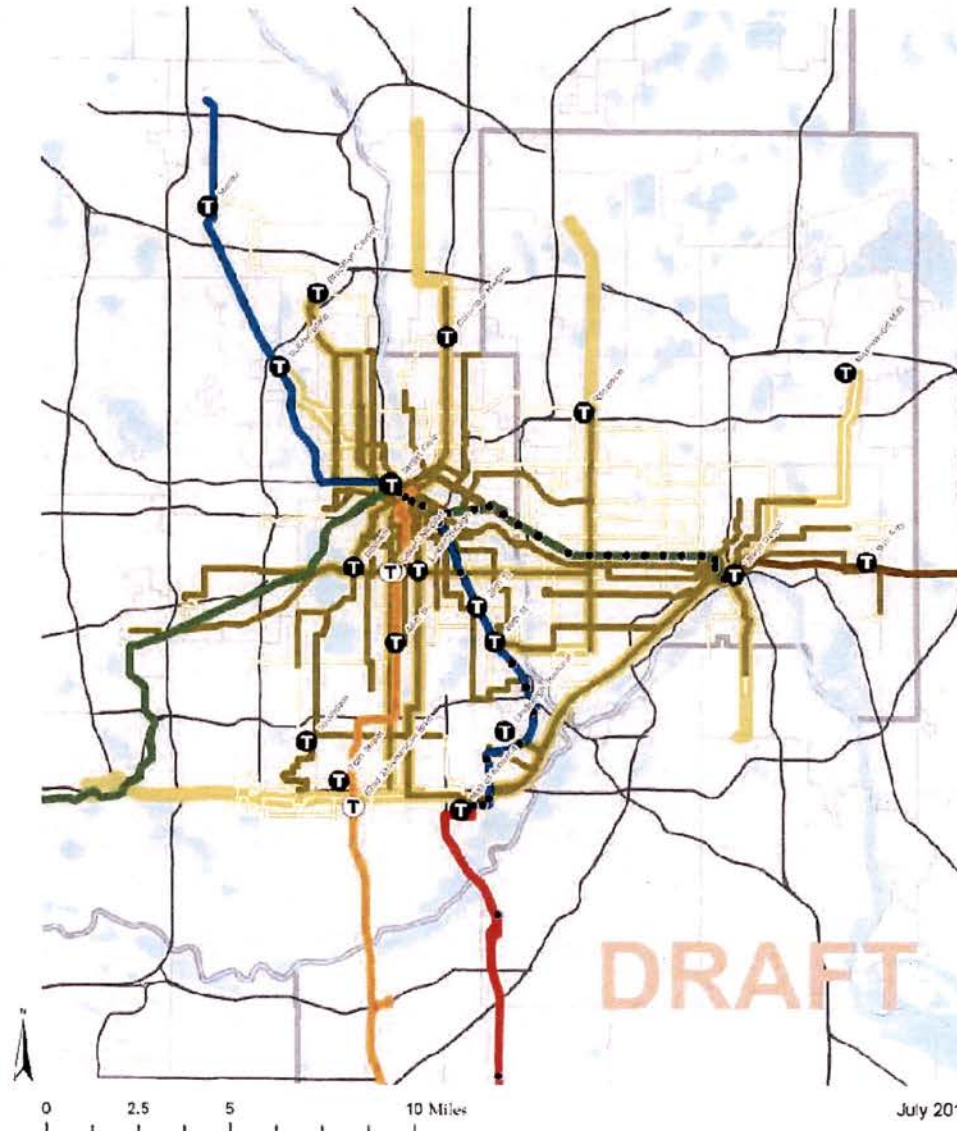
Transitways

- Blue Line
- Green Line
- Red Line
- Green Line
- Orange Line
- Gateway Dedicated BRT *

*Contingent upon resolutions of support and commitments to local land use from local governments along the locally preferred alternative and commitment to addressing use of highway right-of-way in the DEIS process.

Reference Items

- Principal Arterial Highways
- Lakes and Rivers
- City Boundary
- County Boundary
- 2040 Urban Services Area
- MPO Area



July 2014

2

Current Status

- Alternatives Analysis Completed 2013
- Draft EIS Underway

Transitway Development Process



Scoping Decision vs. LPA

Scoping Decision

- Why study transit improvements?
- Which alternatives?
- Evaluation methods
- LPA will be one of but not the only alternative studied in the Draft EIS

LPA

- **Early** indicator of local preferences
- General description of alignment and mode
- Process is governed by Met Council for adoption into their Transportation Policy Plan
- Key step in pursuit of federal funding

The Purpose & Need for the Gateway Corridor Project

The purpose of the Gateway Corridor Project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the traveling public in the project area.

There are five factors that describe the need for the project:

- Limited existing transit service
- A policy shift toward travel choices and multimodal investments
- Population and employment growth in the corridor
- Needs of people who depend on transit
- Local and regional objectives for growth and prosperity



Customers boarded Metro Transit buses and trains nearly 81.4 million times in 2013. 70.4 million rides were on local and express buses, 10.2 million rides were on the Metro Blue Line (Hiawatha Light Rail).



Gateway Corridor service will run every 10-15 minutes throughout the day.



The Lyric is a new 170-unit artist loft and apartment building near the Raymond Station on the Metro Green Line in St. Paul.

The Gateway Corridor Project will provide:



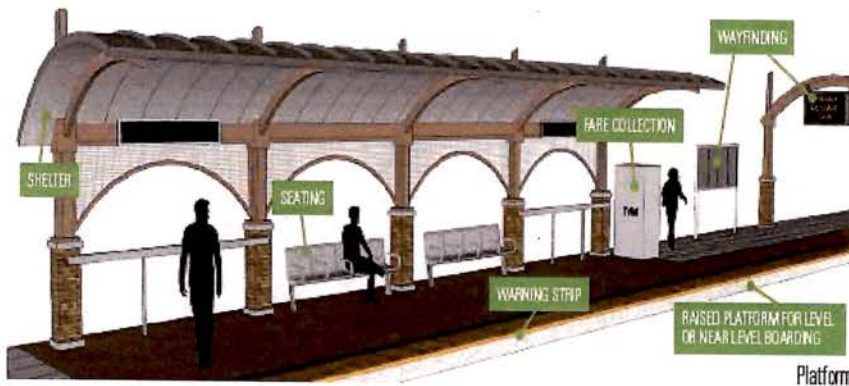
All day bi-directional service every 15 minutes or better



Reliable travel time between stations



Connections at Union Depot to Green Line LRT and local and express buses



Comfortable transit stations with weather protection, seating, lights, and ticket vending machines



Stations become focal points for housing, jobs, and commercial activity



GATEWAY CORRIDOR

Gateway Corridor Alternatives



Transit Modes Considered

Bus Rapid Transit in a
dedicated guideway



Light Rail Transit



Bus Rapid Transit in a
managed lane



Public Engagement informs Project Decisions

The project has actively sought community input since planning began in 2009. Most recently, engagement efforts were focused on the Draft EIS Scoping Process, which included:

- User Friendly Materials
 - Scoping Booklet and Project Fact Sheets
 - Informational Video – 945 views on YouTube
- Official Scoping Meetings and Scoping Comment Period – 97 comments received
- Additional Engagement Events – over 100 held since start of DEIS
 - “Pop-up” information sessions
 - Presentations to interested stakeholders, community and business groups, local government boards and commissions



PAC/GCC Scoping Decision

- **BRT Alternatives recommended for further evaluation in the Draft EIS:**

- BRT A-B-C-D1-E1
- BRT A-B-C-D2-E1
- BRT A-B-C-D2-E2
- BRT A-B-C-D2-E3

These BRT alternatives will be further refined to minimize impacts, enhance economic development potential and reduce capital costs

- **Managed Lane Alternative**

- Managed Lane Alternative will be further studied in the Draft EIS as requested by FHWA/FTA.
- The PAC continues to support the findings of the AA that the Managed Lane Alternative does not support the Purpose and Need for the project.

- **LRT Alternative was not recommended for study in the Draft EIS.**

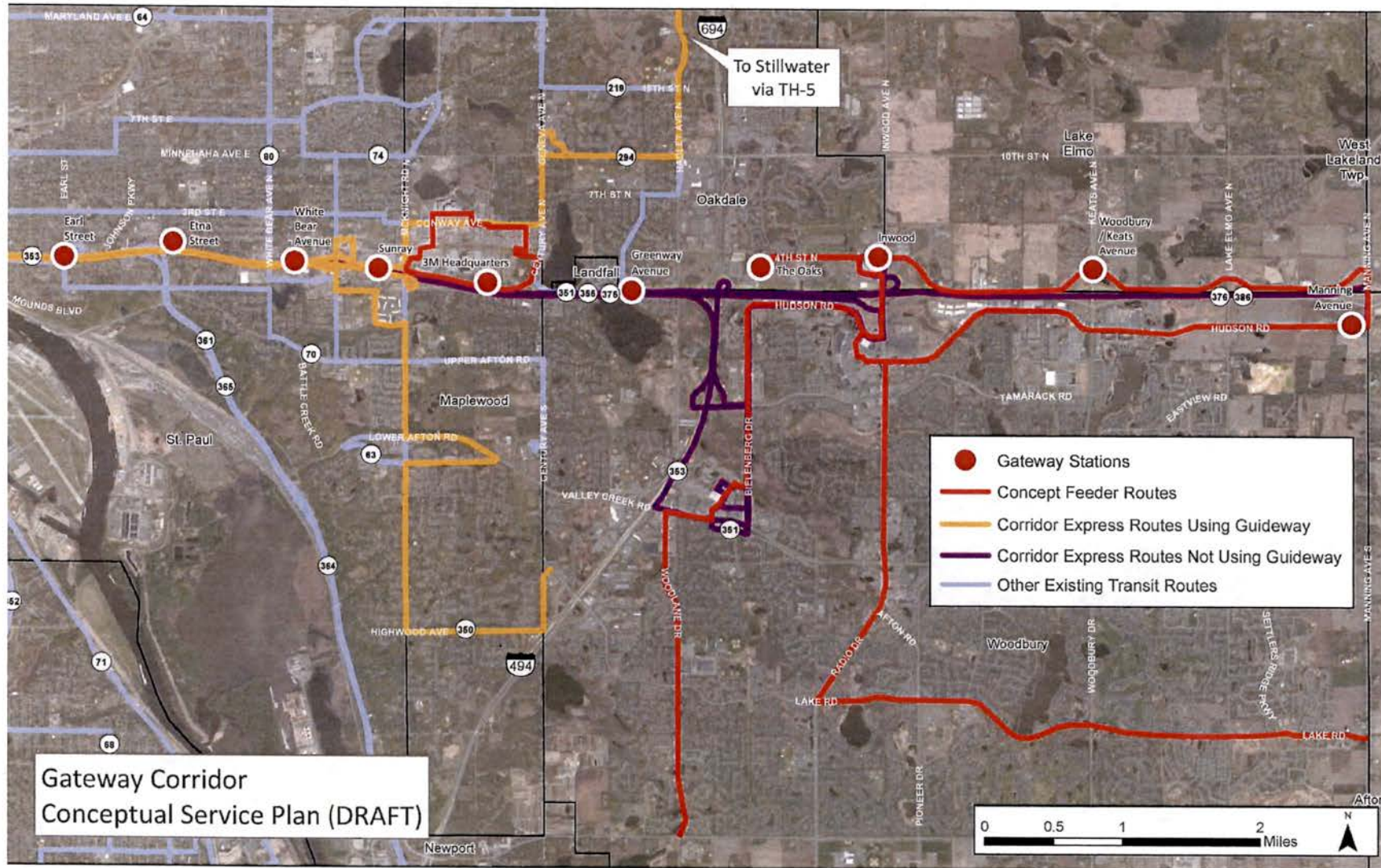
Locally Preferred Alternative (LPA)

Technical Information

Travel Time, Ridership, & Costs

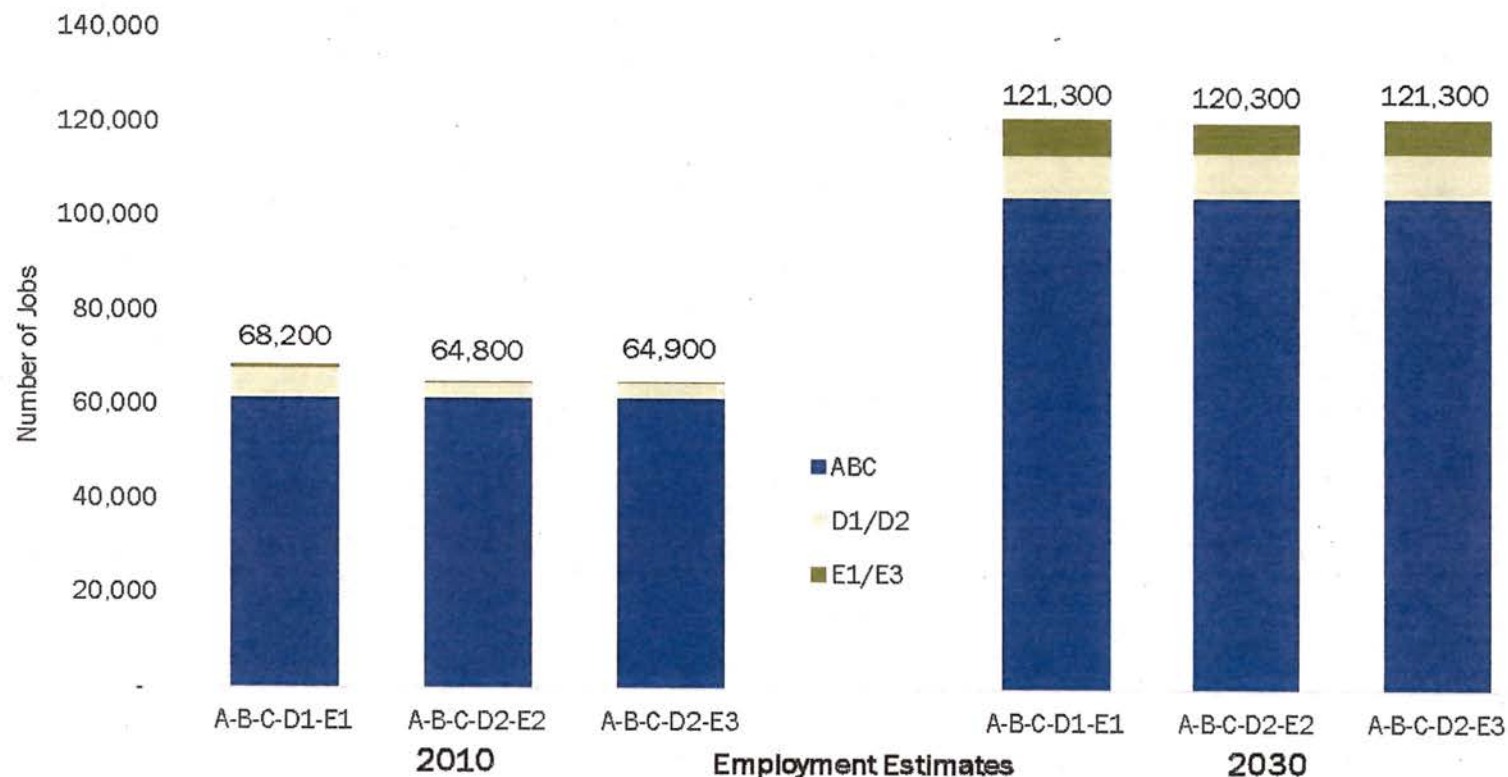
	BRT Alternatives			
	A-B-C-D1-E1	A-B-C-D2-E1	A-B-C-D2-E2	A-B-C-D2-E3
Length (miles)	12	12	12	12
Number of stations	12	12	12	12
2030 Daily Ridership: Station to Station BRT	8,600	8,800	8,800	8,900
2030 Daily Ridership: Total Corridor	13,100	13,300	13,300	13,500
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Feeder & Express Bus Network



Access to Jobs

- While A-B-C-D2-E2 provides access to slightly fewer jobs today, employment projections account for planned growth in Lake Elmo, and the number of jobs along each alternative will be nearly the same in 2030.
- The A-B-C-D2-E2 alternative has a slightly higher number of non-retail jobs than other alignments.

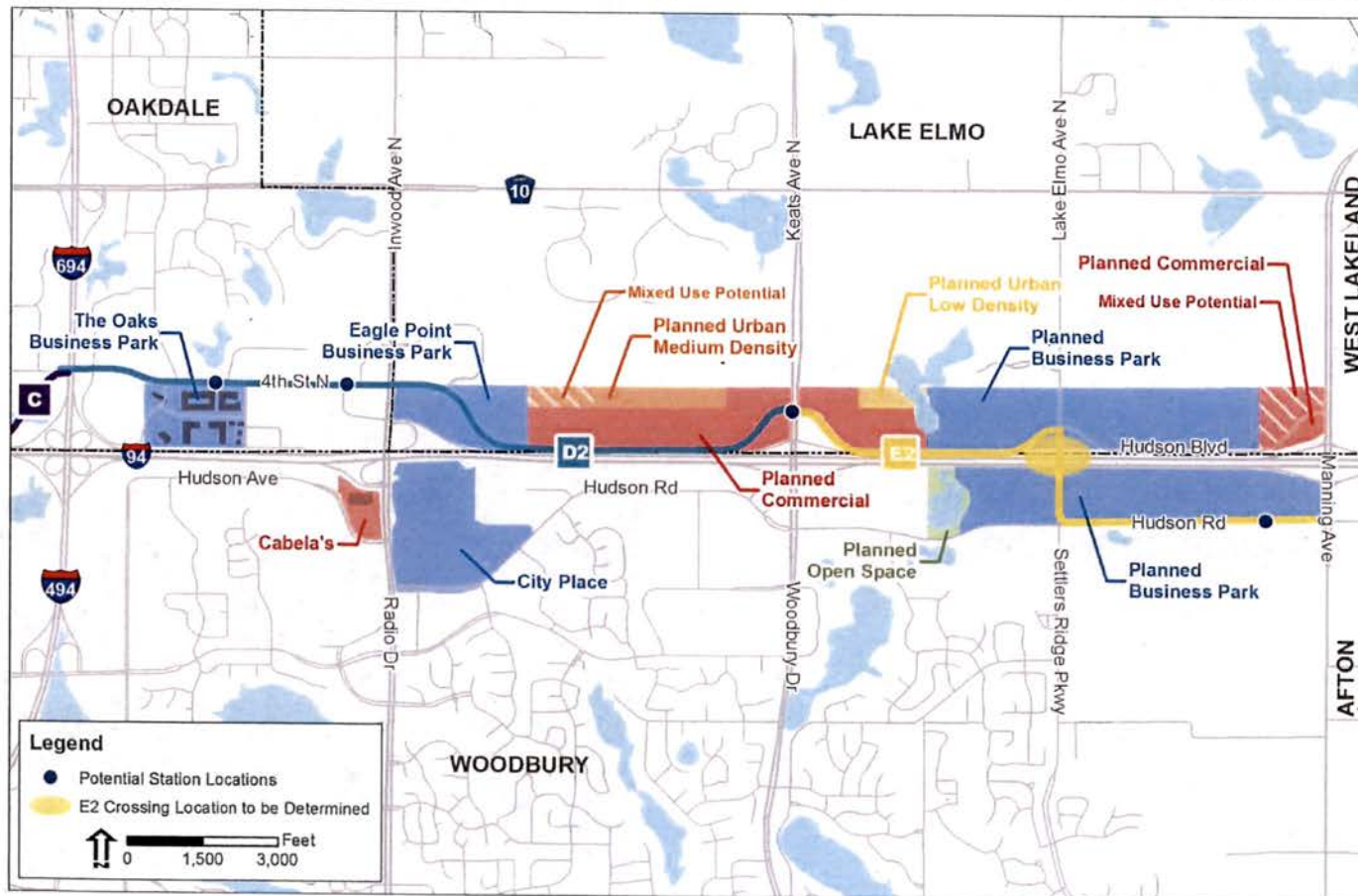


Source: Metropolitan Council

14

PAC Proposed LPA Recommendation

- A-B-C-D2-E2 was chosen as the LPA because:
 - Of its proximity to areas of potential transit-oriented growth and job access,
 - It minimizes impacts to congested roadways and traffic, and
 - Has a similar travel time, ridership, and cost to the other BRT alternatives



LPA Public Hearing

- 57 people attended the public hearing
- 17 people spoke
- 18 people submitted written comments

Comment topics included:

- Impacts associated with routing BRT on local streets: loss of parking and travel lanes, impacts to property values, and noise.
- East Side community and transit-dependent populations being part of project decision-making
- Connecting bus routes
- Pedestrian and bicycle access to stations
- Transit service at all times of day
- Affordable, low-income, and mixed-income housing in the corridor
- Overall project costs/use of taxpayer dollars
- Economic development opportunities and access to jobs

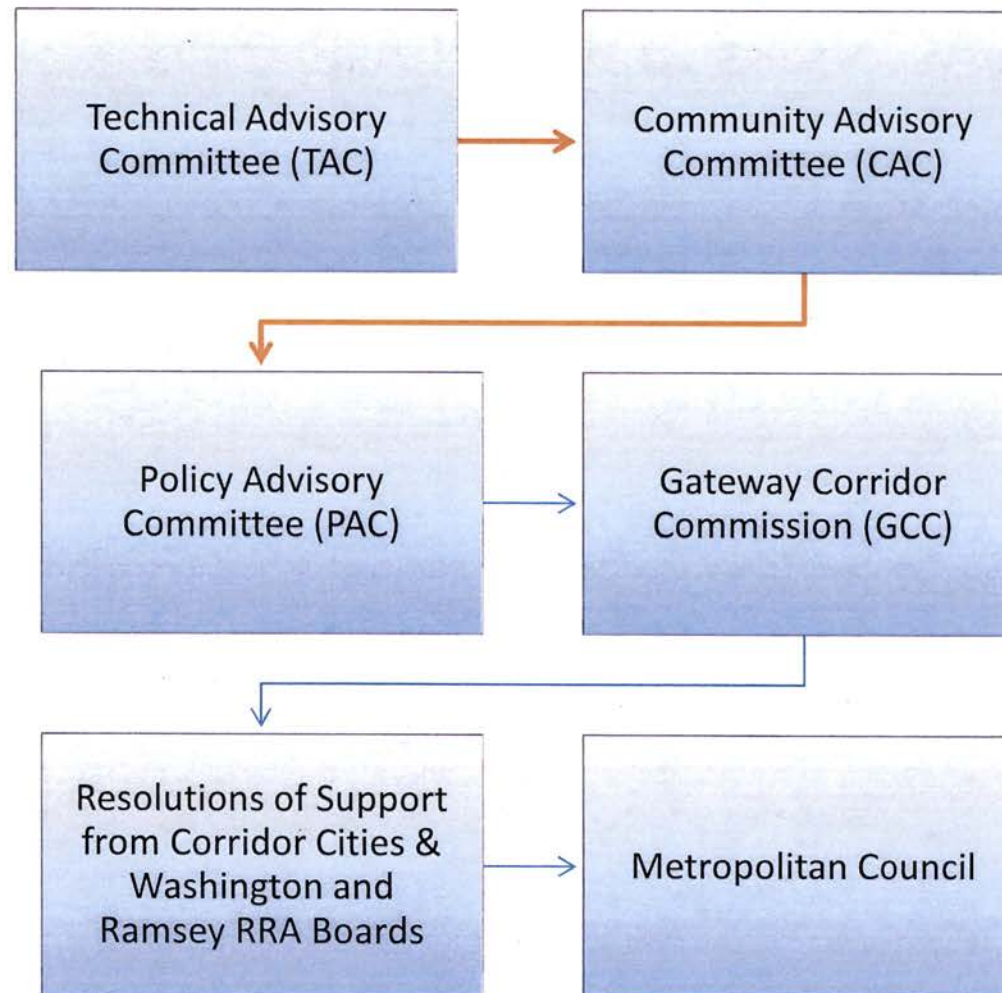


PAC Proposed LPA Recommendation

- BRT within a dedicated guideway (A-B-C-D2-E2)
- TAC and CAC also supported A-B-C-D2-E2 as the LPA



LPA Decision Making Process



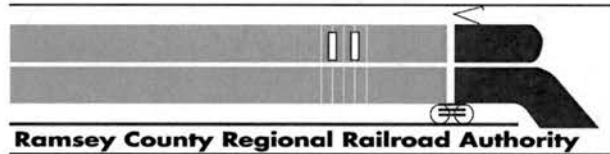
Additional Opportunities to Learn More and Provide Input

- Invite Gateway team members to meet with your organization or community group
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- Sign up for email newsletter
- Visit www.TheGatewayCorridor.com
 - Videos, project updates, analysis reports, meeting summaries
- Visit/Like www.facebook.com/GatewayCorridor
- Comment directly to policy makers at PAC meetings

City/County LPA Resolutions of Support

- In order for the Gateway Corridor LPA to be included in the final version of the 2040 Transportation Policy Plan, a resolution of support for the LPA must be obtained from each city and county through which the line passes.
- The project has prepared resolution language for all cities and counties to use and modify as needed.
- The resolution of support is also an opportunity for each city/county to formally recognize issues of importance to the as they relate to the Gateway Corridor.
- It is important that the resolution does not make city/county support for the Gateway Corridor LPA conditional upon any given project decision.

Thank you!



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

REGIONAL RAILROAD AUTHORITY

September 23, 2014

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

.....
ROLL CALL and Call to Order

AGENDA of the September 23, 2014 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the September 9, 2014 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Ramsey County Regional Railroad Authority funding commitment to the Minnesota High Speed Rail Commission for 2014

Board Action Requested:

- 1) Accept the Minnesota High Speed Rail Commission's 2014 Budget.
- 2) Approve the Ramsey County Regional Railroad Authority's payment of \$17,625 to the Minnesota High Speed Rail Commission as its funding commitment to the 2014 budget.
- 3) Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

2. Support the Gateway Corridor Locally Preferred Alternative

Board Action Requested:

- 1) Support the findings of the Gateway Corridor Draft Environmental Impact Statement and the selection of Bus Rapid Transit in a dedicated guideway as the Locally Preferred Alternative in alignment A-B-C-D2-E2 as chosen by the Gateway Corridor Commission.
- 2) Authorize Ramsey County Regional Railroad Authority staff to forward this Resolution to the Washington County Regional Railroad Authority for transmittal to the Metropolitan Council for its consideration.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

September 9, 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 9:15 A.M.

AGENDA

Commissioner Huffman moved approval of the Agenda of the September 9, 2014 Regional Railroad Authority Meeting, seconded by Commissioner McGuire. Roll Call: Ayes – Rettman, Carter, Huffman, McDonough, McGuire, Reinhardt, Ortega – 7. Nays – 0.

MINUTES

Commissioner McDonough moved approval of the Minutes of the September 2, 2014 Regional Railroad Authority Meeting, seconded by Commissioner McGuire. Roll Call: Ayes – Rettman, Carter, Huffman, McDonough, McGuire, Reinhardt, Ortega – 7. Nays – 0.

1. Gateway Corridor Locally Preferred Alternative: Hold Public Hearing

Chair Ortega opened the Public Hearing.

Bonnie Jackelen, Ramsey County Chief Clerk, asked those in attendance who planned to provide testimony to sign-up at the podium.

Chair Ortega explained that before receiving comments from the public, a presentation would be presented on the Gateway Corridor Locally Preferred Alternative.

Kevin Roggenbuck, Senior Transportation Planner, Ramsey County Regional Railroad Authority, introduced the presenters Jan Lucke, Transit Planning Manager, Washington County, Jeanne Witzig, Consultant Team Project Manager, Kimley-Horn. He said the presentation will contain background and technical analysis that supports the Gateway Corridor Locally Preferred Alternative (LPA).

[The presentation (pdf) is on file with the office of the Ramsey County Regional Railroad Authority, and is viewable on the Ramsey County website at <http://www.co.ramsey.mn.us/cb/meetings/>.

Commissioner Reinhardt referred to page 10 of the presentation, which explains that the Gateway Corridor Commission and the Gateway Policy Advisory Committee acknowledge through scoping that they do not support the Managed Lane Alternative, but the project was asked by the Federal Highway Administration (FHWA) and Federal Transit Administration that the Managed Lane Alternative be further studied in the Draft Environmental Impact Statement (DEIS) for comparison purposes. Commissioner Reinhardt asked if this is truly what the Federal government is saying.

Ms. Lucke said this conversation has evolved over the last six months. She said she met with Derrell Turner with FHWA and Arlene McCarthy with Metropolitan Council and both have indicated that the purpose of including the Managed Land Alternative is to do our due diligence on the DEIS, and part of the due diligence is to analyze several alternatives for comparison purposes. As we proceed through the DEIS and as the community continues to oppose the managed land alternative, we have the technical data and supporting analysis to make that decision.

Commissioner Carter referred to page 14 of the presentation, and asked for further explanation about the graph showing the number of jobs accessible in the proposed LPA alignment A-B-C-D2-E2 in comparison to the other two alignments.

Ms. Witzig said the proposed LPA alignment A-B-C-D2-E2 does provide access to roughly 1000 less jobs than the other two alignments, but in a comparative standpoint, and given these are future projections, they are roughly the same. It evens out compared to the transit conditions.

Commissioner McDonough added that this projection which evens out would demonstrate the economic development component where the market drives toward the investments we've made around the station.

Commissioner McGuire asked for clarification on the term Bus Rapid Transit (BRT) in a dedicated guideway, and if this is the appropriate term for what the Gateway Corridor will be.

Ms. Lucke said there are many forms of BRT. Gateway is BRT in a dedicated guideway, which looks and feels like light rail transit in that it has an exclusive guideway that is only used for BRT and is not shared with other vehicles. Other forms of BRT are highway BRT, which runs along the shoulder, and arterial BRT which runs in mixed traffic. All of these forms of BRT are under study in the Twin Cities depending on the corridor.

Chair Ortega thanked Ms. Lucke and Ms. Witzig for the presentation.

Chair Ortega called three times for public testimony on the Gateway Corridor Locally Preferred Alternative.

Charles S Barklind, 20 Exchange Street E, St. Paul, MN 55101, said he sincerely appreciates that such a system is being established because we are looking at important global issues pertaining to the environment. He thinks the electrical system is amenable to sustainable energy.

Chair Ortega called for additional testimony. Hearing no additional requests to address the Board, Chair Ortega declared the Public Hearing closed.

2. Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2015 Budget

Commissioner McDonough moved approval of the following resolution, seconded by Commissioner Huffman. Roll Call: Ayes – Rettman, Carter, Huffman, McDonough, McGuire, Reinhardt, Ortega – 7. Nays – 0. R14-26

WHEREAS, The Proposed Property Taxes Law (M.S. 275.065) requires the Ramsey County Regional Railroad Authority, as a special taxing district, to certify a proposed maximum tax levy to the Property Records and Revenue Department (County Auditor) by September 15, 2014; and

WHEREAS, The Proposed Property Taxes Law includes a provision that the approved tax levy for the 2015 RCRRA budget cannot be more than the proposed tax levy certified by the Ramsey County Regional Railroad Authority by September 15, 2014; and

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

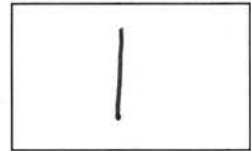
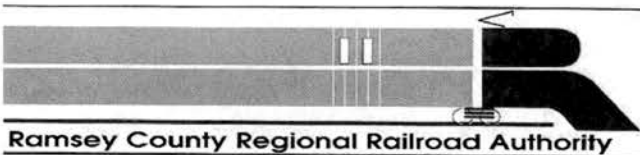
RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the proposed maximum tax levy of \$19,143,354 to finance the 2015 Ramsey County Regional Railroad Authority Budget, which in accordance with the Proposed Property Taxes Law, must be certified to the Department of Property Records and Revenue by September 15, 2014.

CORRIDOR UPDATES

No updates were reported.

ADJOURNMENT

There being no further business, Chair Ortega declared the meeting adjourned at 9:45 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **09/23/2014**

Regional Railroad Authority Meeting Date: _____

SUBJECT: Ramsey County Regional Railroad Authority funding commitment to the Minnesota High Speed Rail Commission for 2014

EXECUTIVE SUMMARY

The Minnesota High Speed Rail Corridor begins at the Union Depot in downtown St. Paul and extends southeast along the Canadian Pacific Railway track to La Crescent, enters Wisconsin and continues to Milwaukee and Chicago. Amtrak uses the Corridor for its Empire Builder passenger train between the Twin Cities and Chicago/Seattle. The Midwest Regional Rail Initiative identifies the Corridor as the high speed connection between the Twin Cities and Chicago and the federal governmental designated as the Twin Cities to Chicago high-speed rail corridor.

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

In the Agreement RCRRA agreed to be a Financial Party and to pay a portion of the Commission's yearly activities RCRRA is the Fiscal Agent for the Commission. The Commission passed its 2014 Work Plan and total budget of \$65,000 on January 2, 2014. The Commission's Bylaws require that each Financial Party's funding commitment be approved by the respective Financial Party's Board.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Accept the Minnesota High Speed Rail Commission's 2014 Budget.
2. Approve the Ramsey County Regional Railroad Authority's payment of \$17,625 to the Minnesota High Speed Rail Commission as its funding commitment to the 2014 budget.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

SUBJECT: Ramsey County Regional Railroad Authority funding commitment to the Minnesota High Speed Rail Commission for 2014

(Executive Summary continued)

The budget identifies expenditures of \$65,000 and the use of \$24,375 in the Commission's fund balance to offset 2014 member commitments. Use of the Commission's fund balance reduces RCRRA's financial participation for 2014 from \$26,325 by \$8,700 to \$17,625. These funds (\$17,625) are available in RCRRA's 2014 operating budget. Adoption of the proposed resolution will provide RCRRA's 2014 funding commitment to the Commission.

SUBJECT: Ramsey County Regional Railroad Authority funding commitment to the Minnesota High Speed Rail Commission for 2014

ATTACHMENTS:

1. Final 2014 Minnesota High Speed Rail Commission Work Plan and Budget
2. Resolution # R09-34, which approved the Financial Services Agreement with the Minnesota High Speed Rail Commission.

PREVIOUS ACTION:

May 7, 2013, Resolution R13-16 approved a payment of \$17,625 to the Minnesota High Speed Rail Commission for its portion of the 2013 Commission budget.

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

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

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

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

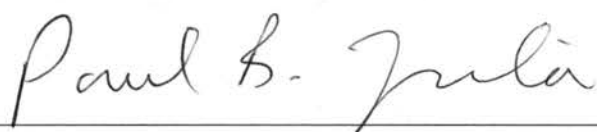
COUNTY MANAGER'S COMMENTS:

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

SUBJECT: Ramsey County Regional Railroad Authority funding commitment to the Minnesota High Speed Rail Commission for 2014

Regional Railroad Authority – Authorized Signature	Date
	9/17/14

Finance – Authorized Signature	Date
	9/15/14

County Attorney – Authorized Signature	Date
	9/15/14

Property Management – Authorized Signature	Date

Information Services– Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Ramsey County Regional Railroad Authority funding commitment to the Minnesota High Speed Rail Commission for 2014

Draft Resolution

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

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

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

14 WHEREAS, The Ramsey County Regional Railroad Authority is a Financial Party to the
15 Joint Powers Agreement; and
16

17 WHEREAS, The Minnesota High Speed Rail Commission adopted its 2014 Work Plan
18 and Budget on January 2, 2014; and
19

20 WHEREAS, The Bylaws require each Financial Party to approve its financial participation
21 to the Minnesota High Speed Rail Commission; and
22

23 WHEREAS, The Minnesota High Speed Rail Commission's 2014 Work Plan and Budget
24 identified \$26,325, or 40.50% as the Ramsey County Regional Railroad Authority funding
25 commitment; and
26

27 WHEREAS, The Minnesota High Speed Rail Commission's 2014 Work Plan and Budget
28 identified the use of \$24,375 in the Commission's fund balance to offset 2014 member funding
29 commitments; and
30

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

35 RESOLVED, The Ramsey County Regional Railroad Authority hereby accepts the
36 Minnesota High Speed Rail Commission's 2014 Budget; And Be It Further
37

38 RESOLVED, The Ramsey County Regional Railroad Authority approves a payment of
39 \$17,625 to the Minnesota High Speed Rail Commission as its funding commitment to the 2014
40 Budget; And Be It Further
41

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

5

Approved January 2, 2014

Minnesota High-Speed Rail Commission

2014 Final Work Plan and Budget

1. General Activities

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

- Monitor the progress of high-speed rail activities in the United States and the Midwest.
- Monitor progress and offer guidance on high-speed rail studies involving the River Route.
- Monitor progress and offer guidance on studies for additional passenger rail service along the River Route.
- Monitor progress and offer guidance on freight rail studies involving the River Route
- Coordinate with MnDOT on high-speed, passenger, and freight rail studies that impact the River Route.
- Coordinate with other interested parties on high-speed, passenger and freight rail improvements throughout the United States.
- Offer formal comments on high-speed rail studies and state and federal policy as needed.
- Work for the seamless integration of high-speed rail into the River Route's municipalities' comprehensive plans.
- Offer guidance and assistance to municipalities, MnDOT, Metropolitan Council, freight railroads, and others for the advancement of high-speed rail along the River Route.
- Support the Twin Cities to Milwaukee High Speed Rail Corridor Technical Advisory Committee.
- Support intercity passenger rail.

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

2. Advocacy and Legislative Coordination

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

- Inform legislators of the need for high-speed rail service.
- Inform legislators of the need for high-speed rail service along the River Route.
- Inform legislators on the benefit of and need for increased freight rail capacity along the River Route.

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

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

3. Public Involvement

The Commission's public involvement activities will be developed to increase public awareness and build public support of high speed rail, high-speed rail along the River Route, the Commission, the larger Midwest Regional Rail Initiative, the importance of investing in

high-speed rail and existing passenger rail service. These activities will be separate from, but coordinated with the MnDOT's public involvement activities related to the implementation of the completed Minnesota State Rail Plan, the ongoing Tier One Environmental Analysis for the Twin Cities to Milwaukee corridor and MnDOT's Second Train Frequency Study. Specific Commission activities will include:

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

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

4. Management, Policy, and Administrative Activities

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

- Prepare and adopt the 2015 Work Plan and Budget.
- Review insurance needs and procure appropriate insurance.
- Provide Commission and staff administration.
- Manage Commission expenses.

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

5. Optional Activities

Activities that could be undertaken in full or in part by the commission in 2014 or future years.

Commission Communications

A commission led effort to increase public awareness of the corridor. Activities include engaging consultant(s) to revise the commission's website, complete a survey of corridor residents and businesses, and engage in business outreach.

- Website
Revise the commission's website to include more interactive elements to encourage repeat visits to the site, additional awareness and understanding of the benefits of implementing high-speed rail, and to allow visitors to gain a better understanding of the communities along the corridor.
- Survey
Complete a survey of corridor residents to gauge their interest, understanding of, and perception of high-speed rail
- Business Outreach
Identify a spokesperson for the commission to actively meet and engage with the business community along the River Route to solicit their support for investing in high-speed and passenger rail.

Commission Analysis

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

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

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

2014 Expenditures

Expenditure Category	Amount
Advocacy and Legislative Coordination	
- Publications	\$2,000
- Materials	\$3,000
- Special Events	\$1,000
- Travel to Washington D.C. (responsibility of each member) ¹	
- Travel to National Conferences (responsibility of each member) ²	
- Federal/State Advocacy (Financial member in kind contribution)	[\$20,000]
Subtotal	\$6,000
Public Involvement	
- Strategic Counsel Services	\$4,300
- Media Relations/Communications	\$4,500
- Public Information Materials and Production	\$8,400
- Community Liaison Support (Logistical Support for Jerry Miller)	\$11,100
- Expenses	\$2,800
- Contingency	\$0
Subtotal	\$31,100
Management/Administration	
- Materials	\$3,000
- Insurance	\$2,000
Subtotal	\$5,000
Contingency	\$22,900
Total	\$65,000

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

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

Fiscal Notes

Funding for Optional Tasks is not included in the 2014 Budget.

The commission is expected to have a fund balance of approximately \$70,000 at the end of 2013. Staff recommends use of \$24,375 in fund balance to offset contributions for expenditures in 2014.

10

2014 Revenue (Proposed)

Revenue Source		Amount
Federal Appropriations		
Subtotal		\$0
State Appropriations		
Subtotal		\$0
Regional Railroad Authority:	Percentage:	2014 Contribution
- Ramsey County	40.50%	\$26,325
- Dakota County	27.00%	\$16,200
- Winona County	13.50%	\$8,775
- Goodhue County	11.50%	\$7,475
- Wabasha County	7.50%	\$4,875
Subtotal	100%	\$65,000
TOTAL		\$65,000

2014 Revenue (Approved)

Revenue Source		Amount		
Federal Appropriations				
Subtotal		\$0		
State Appropriations				
Subtotal		\$0		
Regional Railroad Authority:	Percentage:		Proposed Offset ¹	Adjusted 2014 Contribution
- Ramsey County	40.50%	\$26,325	\$8,700	\$17,625
- Dakota County	27.00%	\$16,200	\$6,800	\$10,750
- Winona County	13.50%	\$8,775	\$3,525	\$5,250
- Goodhue County	11.50%	\$7,475	\$3,100	\$4,375
- Wabasha County	7.50%	\$4,875	\$2,250	\$2,625
Subtotal	100%	\$65,000	\$24,375	\$40,625
TOTAL		\$65,000		

¹ Offset required making 2014 contributions match 2013 contributions.

12

RESOLUTION

Board of Ramsey County Regional Railroad Authority

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

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

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

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

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

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

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

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

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

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

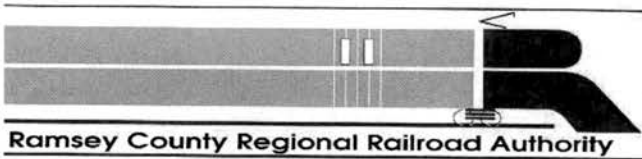
Ramsey County Regional Railroad Authority

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

Jim McDonough, Chair

By: Tony Bennett

Tony Bennett, Secretary



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 09/23/14

Regional Railroad Authority Meeting Date:

SUBJECT: Support the Gateway Corridor Locally Preferred Alternative

EXECUTIVE SUMMARY:

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and transitway corridor studies that benefit Ramsey County residents and businesses. The Gateway Corridor, identified by the Metropolitan Council and the Counties Transit Improvement Board from Union Depot in St. Paul to Woodbury, is a transitway corridor that will benefit Ramsey County residents and businesses. Washington County is the lead agency developing the Gateway Corridor.

The corridor is approximately 12 miles in length in Ramsey and Washington Counties. It runs generally parallel to I-94, connecting Union Depot in downtown with East Side Saint Paul neighborhoods and the suburban communities of Maplewood, Landfall, Oakdale, Lake Elmo and Woodbury. Currently, there is limited transit service throughout the day in the Gateway Corridor communities. Approximately 32,000 people living in the cities along the corridor do not own a car, leaving few options for those who depend on public transit to get to work, shopping and other destinations. The purpose of the Gateway Corridor project is to provide transit service to meet the long-term regional mobility and local accessibility needs for businesses and the travelling public within the project area.

(The Executive Summary is continued on the following page)

ACTION REQUESTED:

1. Support the findings of the Gateway Corridor Draft Environmental Impact Statement and the selection of Bus Rapid Transit in a dedicated guideway as the Locally Preferred Alternative in alignment A-B-C-D2-E2 as chosen by the Gateway Corridor Commission.
2. Authorize Ramsey County Regional Railroad Authority staff to forward this Resolution to the Washington County Regional Railroad Authority for transmittal to the Metropolitan Council for its consideration.

1

SUBJECT: Support for the Gateway Corridor Locally Preferred Alternative

(Executive Summary continued)

The Gateway Corridor Alternatives Analysis was completed in 2013. The Alternatives Analysis compared the benefits, costs, and impacts of a variety of transit modes including light rail, commuter rail, bus rapid transit and express bus alternatives. The conclusion of the Alternatives Analysis was to retain two alternatives for study in the Draft Environmental Impact Statement (DEIS): Light Rail Transit (LRT) along I-94 and Hudson Road, and Bus Rapid Transit (BRT) in a dedicated guideway also along I-94 and Hudson Road.

The selection process for the Gateway Corridor Locally Preferred Alternative (LPA) is underway. The LPA is a general description of the transit mode and route. On July 24, 2014, the Gateway Corridor Commission (Commission) passed a resolution in support of the Bus Rapid Transit (BRT) alternative in a general alignment known as A-B-C-D2-E2 as the LPA for the Gateway Corridor Project. The Commission hosted a public hearing on August 7, 2014 to hear public comment on the recommended LPA. On September 11, 2014, the Commission adopted the final Gateway Corridor LPA, the BRT alternative in alignment A-B-C-D2-E2.

The next step is to include the Gateway Corridor LPA in the region's Transportation Policy Plan (TPP) so that the LPA can proceed to Project Development. Washington County, as the lead agency in the Gateway Corridor Study, has already initiated the process to include the LPA in the draft 2040 TPP so that the LPA can be part of the 2040 TPP the Metropolitan Council adopts in December, 2014. The LPA's inclusion in the adopted 2040 TPP completes the LPA selection process.

For the Gateway Corridor LPA to be included in the 2040 TPP, regional policy requires that all affected counties and cities must pass a resolution of support for the LPA and provide that resolution to the Metropolitan Council through the lead agency. The Washington County Regional Railroad Authority and cities in the Gateway Corridor are passing resolutions of support:

- September 10: City of Landfall
- September 16: City of Lake Elmo
- September 22: City of Maplewood
- September 23; City of Oakdale
- September 24: City of Woodbury
- September 24: City of Saint Paul
- October 7: Washington County Regional Railroad Authority

Regional policy requires affected counties or county railroad authorities to hold a public hearing and collect public comment before considering a resolution of support for the Gateway Corridor LPA. As part of its meeting on September 9, 2014, the RCRRA Board held a public hearing and collected comments on the Gateway Corridor LPA on September 9, 2014. The comments and staff responses are attached to this request for Board action.

SUBJECT: Support for the Gateway Corridor Locally Preferred Alternative

ATTACHMENTS:

1. Gateway Locally Preferred Alternative A-B-C-D2-E2 Map
2. Public comments and staff responses from the Ramsey County Regional Railroad Authority public hearing held on September 9, 2014

PREVIOUS ACTION:

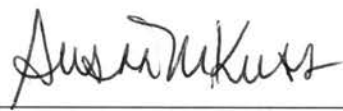
1. September 9, 2014: The Ramsey County Regional Railroad Authority held a public hearing on the Gateway Corridor Locally Preferred Alternative for the purpose of collecting public comment prior to considering a resolution of support on September 23, 2014.
2. August 19, 2014: The September 9, 2014 public hearing date was approved by Resolution # R14-21.
3. May 22, 2012: The Ramsey County Regional Railroad Authority passed resolution R12-26 approving payment of \$80,000 to amend the Alternatives Analysis to include additional analysis of the build alternatives.
4. June 7, 2011: The Ramsey County Regional Railroad Authority passed resolution R11-19 approving an agreement with the Metropolitan Council establishing the Corridors of Opportunity Gateway Corridor Project (later known as Fostering an East Side Transit Conversation).
5. June 7, 2011: The Ramsey County Regional Railroad Authority passed resolution R11-18 approving a work scope amendment to include an eighth alternative for analysis and authorizing payment in the amount of \$40,000 for its share of the additional work.
6. March 17, 2009: The Ramsey County Regional Railroad Authority passed resolution R09-09 approving the I-94 Corridor Joint Powers Agreement, authorizes a payment in an amount not to exceed \$500,000 for its share of the cost of the agreement and appoints Commissioner Victoria Reinhardt as the I-94 Corridor Commission representative for 2009.

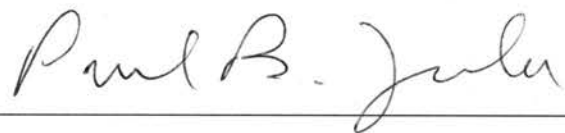
COUNTY MANAGER'S COMMENTS:

The Ramsey County Regional Railroad Authority must pass a resolution of support for the Gateway Corridor Locally Preferred Alternative and forward that resolution to Washington County, the lead agency for completion of the Gateway Corridor DEIS.

SUBJECT: Support for the Gateway Corridor Locally Preferred Alternative

Regional Railroad Authority – Authorized Signature	Date
	9/19/14

Finance – Authorized Signature	Date
	9/15/14

County Attorney – Authorized Signature	Date
	9/15/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Support for the Gateway Corridor Locally Preferred Alternative

DRAFT RESOLUTION

1 WHEREAS, The Gateway Corridor is a proposed project that will provide for transit infrastructure
2 improvements in the eastern portion of the Twin Cities, and;
3

4 WHEREAS, The purpose of the project is to provide transit service to meet the existing and long-
5 term regional mobility and local accessibility needs for businesses and the traveling public within the project
6 area by providing all day bi-directional station-to-station service that compliments existing and planned
7 express bus service in the corridor, and;
8

9 WHEREAS, The Gateway Corridor is located in Ramsey and Washington Counties, Minnesota,
10 extending approximately 12 miles, and connecting downtown Saint Paul with its East Side neighborhoods
11 and the suburbs of Maplewood, Landfall, Oakdale, Lake Elmo, and Woodbury, and;
12

13 WHEREAS, The Gateway Corridor Commission, in partnership with the Metropolitan Council and
14 other project stakeholders, completed the Gateway Corridor Alternatives Analysis Study that in addition to
15 the No-Build alternative recommended one bus rapid transit and one light rail transit alternative be
16 advanced for further study in the federal and state environmental review process, and;
17

18 WHEREAS, The Federal Transit Administration; the Washington County Regional Railroad
19 Authority, serving on behalf of the Gateway Corridor Commission; and the Metropolitan Council have
20 initiated the environmental review process for the Gateway Corridor project, with Federal Transit
21 Administration designated as the lead federal agency for this project, and;
22

23 WHEREAS, The Gateway Corridor project recently received the important Presidential designation
24 as a Federal Infrastructure Permitting Dashboard Project, and;
25

26 WHEREAS, The Gateway Corridor project recently completed the Scoping phase of the
27 environmental process, which resulted with the Policy Advisory Committee and the Gateway Corridor
28 Commission recommending further study of the No-Build alternative, four bus rapid transit alternatives
29 operating within a dedicated guideway and a managed lane alternative in the Draft Environmental Impact
30 Statement at the request of the Federal Transit Administration and Federal Highway Administration, and;
31

32 WHEREAS, The bus rapid transit alignments that advance into the Draft Environmental Impact
33 Statement will be further defined and evaluated to minimize impacts to surrounding properties and the I-94
34 corridor which may include operating in existing lanes with mixed traffic at pinch points where right-of-way is
35 constrained, enhance economic development potential, and reduce capital costs while providing required
36 operating efficiency, with attention to mobility options for environmental justice populations, and;
37

38 WHEREAS, Through the Scoping process, the Policy Advisory Committee and the Gateway
39 Corridor Commission recommended that the light rail transit alternative be eliminated from further study due
40 to its higher costs while generating a similar ridership, and;
41

42 WHEREAS, The identification of a Locally Preferred Alternative is a critical first step in pursuing
43 federal funding for the Gateway Corridor project, and;
44

45 WHEREAS, The adoption of the Locally Preferred Alternative into the Metropolitan Council's
46 Transportation Policy Plan will conclude the Federal Transit Administration Alternatives Analysis process,
47 and;
48

49 WHEREAS, The Locally Preferred Alternative will be one of the Build alternatives identified and
50 studied in the Draft Environmental Impact Statement, and;
51

5

52 WHEREAS, The Locally Preferred Alternative includes the definition of the Gateway Corridor mode
53 and a conceptual alignment which can be refined through further engineering efforts, and;
54

55 WHEREAS, The Locally Preferred Alternative selection process does not replace or override the
56 requirement to fully examine alternatives and determine the adverse impacts that must be avoided or
57 mitigated under the federal and state environmental review process, and;
58

59 WHEREAS, The comments submitted by agencies, the business sector, and the public during the
60 Scoping phase, as well as the additional comments received from adjacent communities since the Scoping
61 phase, will be addressed accordingly through the Draft Environmental Impact Statement process, and;
62

63 WHEREAS, The Policy Advisory Committee and Gateway Corridor Commission each passed
64 resolutions on July 24, 2014 recommending bus rapid transit Alternative A-B-C-D2-E2 as the proposed LPA
65 for review at the August 7 PAC sponsored LPA public hearing and inclusion in the Metropolitan Council's
66 Draft 2040 Transportation Policy Plan, and;

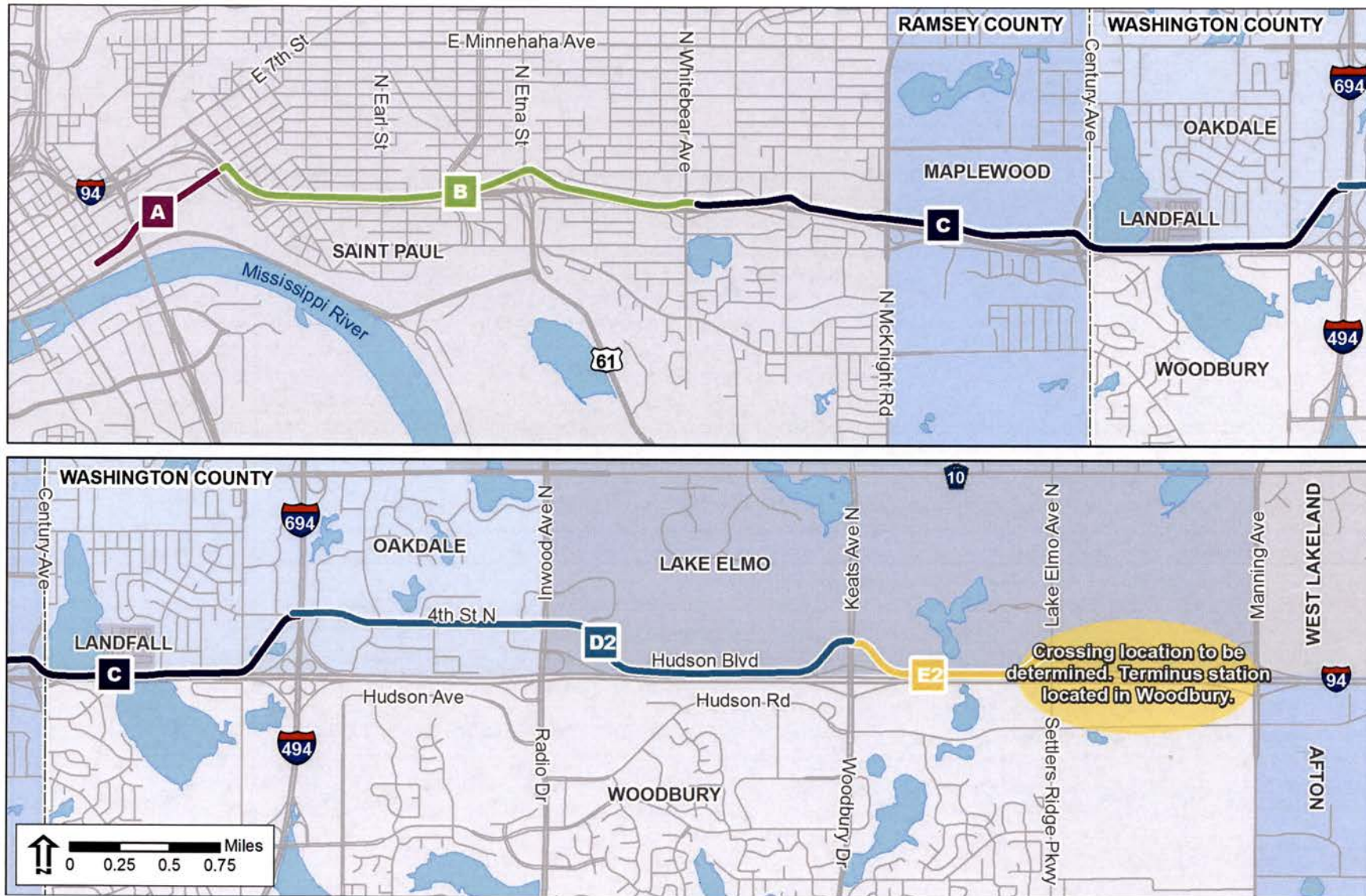
67 WHEREAS, The Gateway Corridor Policy Advisory Committee held a public hearing on August 7,
68 2014 as part of the Locally Preferred Alternative decision making process. A total of 35 comments were
69 received through the proposed Locally Preferred Alternative review process, and;
70

71 WHEREAS, The Cities will be working collaboratively and with support from the Gateway Corridor
72 Committee to complete a market analysis and station area plans for the areas around the bus rapid transit
73 guideway stations as a part of the Draft Environmental Impact Statement process; Now Therefore Be It
74

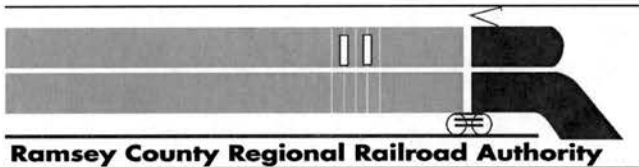
75 RESOLVED, The Ramsey County Regional Railroad Authority supports the findings of the Gateway
76 Corridor Draft Environmental Impact Statement and selection of Bus Rapid Transit in a dedicated guideway
77 as the Locally Preferred Alternative in alignment A-B-C-D2-E2 as chosen by the Gateway Corridor
78 Commission; and Be It Further

80 RESOLVED, The Ramsey County Regional Railroad Authority authorizes Ramsey County
81 Regional Railroad Authority staff to forward this Resolution to the Washington County Regional
82 Railroad Authority for transmittal to the Metropolitan Council for its consideration.

Recommended Locally Preferred Alternative – BRT Alternative A-B-C-D2-E2 (Conceptual)



Attachment #1



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

September 17, 2014

Public Hearing on the Gateway Corridor Locally Preferred Alternative
Tuesday, September 9, 2014
Council Chambers – Third Floor Courthouse

Public Comment Report and Staff Responses

Ramsey County Regional Railroad Authority Chair, Rafael E. Ortega, opened the public hearing.

Those in attendance who wanted to provide testimony were invited to sign up at the podium.

A presentation (pdf) on the Gateway Corridor project was given by staff from Washington County and the consultant team project manager. The presentation is viewable on the Ramsey County website at <http://www.co.ramsey.mn.us/cb/meetings/>, and the minutes from the Board meeting and hearing are available at http://www.co.ramsey.mn.us/rail/current_agendas_minutes.htm

Following the presentation, Chair Ortega called for public testimony on the Gateway Corridor Locally Preferred Alternative. One person provided testimony.

Comments received during the Public Hearing:

Charles S Barklind, 20 Exchange Street E, St. Paul, MN 55101, said he sincerely appreciates that such a system is being established because we are looking at important global issues pertaining to the environment. He thinks the electrical system is amenable to sustainable energy.

Staff Response:

Ramsey County, Washington County and the cities participating in the Gateway Corridor project are committed to delivering a high quality transit project that connects the East Metro to the rest of the region's transitway system, improving mobility and reducing auto traffic and emissions. Staff thanks Mr. Barklind for his support.

Attachment: Public Hearing Sign-up Sheet, Gateway Corridor Locally Preferred Alternative

September 9, 2014 – 9:30am

Gateway Corridor Locally Preferred Alternative:

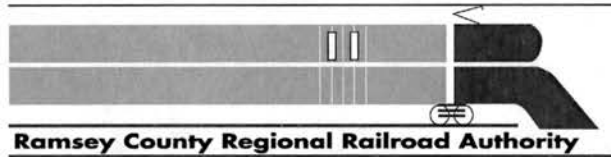
PUBLIC HEARING

Please Print:

FULL NAME

ADDRESS

Charles S. Barklund	20 Exchange St, E., Apt. B204, St. Paul, MN 55101



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

REGIONAL RAILROAD AUTHORITY

November 4, 2014

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

.....
ROLL CALL and Call to Order

AGENDA of the November 4, 2014 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the September 23, 2014 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. **Support the submission of Washington County revised application for Counties Transit Improvement Board funding for Gateway Corridor Transit Oriented Development Planning and authorization of funds for Ramsey County Regional Railroad Authority share of local match**

Board Action Requested:

- 1) Support the submission of Washington County's revised 2014 grant application to the Counties Transit Improvement Board for grants payable in 2015 for Gateway Corridor Pre-Project Development Study to include Transit Oriented Development Planning in the amount of \$180,000 in guaranteed funds.
- 2) Authorize the expenditure of \$10,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

September 23, 2014

The Ramsey County Regional Railroad Authority met with the following members present: Carter, McDonough, McGuire, Reinhardt, Rettman, Ortega – 6. Absent: Huffman - 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 9:35 A.M.

AGENDA

Commissioner Reinhardt moved approval of the Agenda of the September 23, 2014 Regional Railroad Authority Meeting, seconded by Commissioner McDonough. Roll Call: Ayes – Carter, McDonough, McGuire, Reinhardt, Rettman, Ortega – 6. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the September 9, 2014 Regional Railroad Authority Meeting, seconded by Commissioner McGuire. Roll Call: Ayes – Carter, McDonough, McGuire, Reinhardt, Rettman, Ortega – 6. Nays – 0.

1. Ramsey County Regional Railroad Authority funding commitment to the Minnesota High Speed Rail Commission for 2014

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

Commissioner Rettman referred to page 12 of the request for board action in the agenda packet, and said Ramsey County Regional Railroad Authority's (RCRRA) commitment to the Minnesota High Speed Rail Commission (Commission) for 2014 was actually reduced from \$26,325 to \$17,625. She wanted to make the RCRRA board aware that with near future activities at the legislature and with other commission needs, such as advocacy work, there may be a need to make available the funds that are offset from RCRRA's 2014 funding commitment. This would have to come back to the RCRRA board for approval.

Commissioner Reinhardt asked if this is actually a reduction because the budget appears to remain the same.

Commissioner Rettman clarified that it remains the same but we are using fund balance.

Commissioner Ortega commented that we will take it a step at a time as we move forward with this. High Speed Rail is important and we need our partners to step up to the plate if this is truly a partnership.

Roll Call: Ayes – Carter, McDonough, McGuire, Reinhardt, Rettman, Ortega – 6. Nays – 0. R14-27

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

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

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

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

WHEREAS, The Minnesota High Speed Rail Commission adopted its 2014 Work Plan and Budget on January 2, 2014; and

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

WHEREAS, The Minnesota High Speed Rail Commission's 2014 Work Plan and Budget identified \$26,325, or 40.50% as the Ramsey County Regional Railroad Authority funding commitment; and

WHEREAS, The Minnesota High Speed Rail Commission's 2014 Work Plan and Budget identified the use of \$24,375 in the Commission's fund balance to offset 2014 member funding commitments; and

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

RESOLVED, The Ramsey County Regional Railroad Authority hereby accepts the Minnesota High Speed Rail Commission's 2014 Budget; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves a payment of \$17,625 to the Minnesota High Speed Rail Commission as its funding commitment to the 2014 Budget; And Be It Further

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

2. Support Gateway Corridor Locally Preferred Alternative

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

Commissioner McDonough wanted to recognize all of the partners and the leadership of those along the corridor for the hard work in getting this completed.

Roll Call: Roll Call: Ayes – Carter, McDonough, McGuire, Reinhardt, Rettman, Ortega – 6. Nays – 0.
R14-28

WHEREAS, The Gateway Corridor is a proposed project that will provide for transit infrastructure improvements in the eastern portion of the Twin Cities, and;

WHEREAS, The purpose of the project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the traveling public within the project area by providing all day bi-directional station-to-station service that compliments existing and planned express bus service in the corridor, and;

WHEREAS, The Gateway Corridor is located in Ramsey and Washington Counties, Minnesota, extending approximately 12 miles, and connecting downtown Saint Paul with its East Side neighborhoods and the suburbs of Maplewood, Landfall, Oakdale, Lake Elmo, and Woodbury, and;

WHEREAS, The Gateway Corridor Commission, in partnership with the Metropolitan Council and other project stakeholders, completed the Gateway Corridor Alternatives Analysis Study that in addition to the No-Build alternative recommended one bus rapid transit and one light rail transit alternative be advanced for further study in the federal and state environmental review process, and;

WHEREAS, The Federal Transit Administration; the Washington County Regional Railroad Authority, serving on behalf of the Gateway Corridor Commission; and the Metropolitan Council have initiated the environmental review process for the Gateway Corridor project, with Federal Transit Administration designated as the lead federal agency for this project, and;

WHEREAS, The Gateway Corridor project recently received the important Presidential designation as a Federal Infrastructure Permitting Dashboard Project, and;

WHEREAS, The Gateway Corridor project recently completed the Scoping phase of the environmental process, which resulted with the Policy Advisory Committee and the Gateway Corridor Commission recommending further study of the No-Build alternative, four bus rapid transit alternatives operating within a dedicated guideway and a managed lane alternative in the Draft Environmental Impact Statement at the request of the Federal Transit Administration and Federal Highway Administration, and;

WHEREAS, The bus rapid transit alignments that advance into the Draft Environmental Impact Statement will be further defined and evaluated to minimize impacts to surrounding properties and the I-94 corridor which may include operating in existing lanes with mixed traffic at pinch points where right-of-way is constrained, enhance economic development potential, and reduce capital costs while providing required operating efficiency, with attention to mobility options for environmental justice populations, and;

WHEREAS, Through the Scoping process, the Policy Advisory Committee and the Gateway Corridor Commission recommended that the light rail transit alternative be eliminated from further study due to its higher costs while generating a similar ridership, and;

WHEREAS, The identification of a Locally Preferred Alternative is a critical first step in pursuing federal funding for the Gateway Corridor project, and;

WHEREAS, The adoption of the Locally Preferred Alternative into the Metropolitan Council's Transportation Policy Plan will conclude the Federal Transit Administration Alternatives Analysis process, and;

WHEREAS, The Locally Preferred Alternative will be one of the Build alternatives identified and studied in the Draft Environmental Impact Statement, and;

WHEREAS, The Locally Preferred Alternative includes the definition of the Gateway Corridor mode and a conceptual alignment which can be refined through further engineering efforts, and;

WHEREAS, The Locally Preferred Alternative selection process does not replace or override the requirement to fully examine alternatives and determine the adverse impacts that must be avoided or mitigated under the federal and state environmental review process, and;

WHEREAS, The comments submitted by agencies, the business sector, and the public during the Scoping phase, as well as the additional comments received from adjacent communities since the Scoping phase, will be addressed accordingly through the Draft Environmental Impact Statement process, and;

WHEREAS, The Policy Advisory Committee and Gateway Corridor Commission each passed resolutions on July 24, 2014 recommending bus rapid transit Alternative A-B-C-D2-E2 as the proposed LPA for review at the August 7 PAC sponsored LPA public hearing and inclusion in the Metropolitan Council's Draft 2040 Transportation Policy Plan, and;

WHEREAS, The Gateway Corridor Policy Advisory Committee held a public hearing on August 7, 2014 as part of the Locally Preferred Alternative decision making process. A total of 35 comments were received through the proposed Locally Preferred Alternative review process, and;

WHEREAS, The Cities will be working collaboratively and with support from the Gateway Corridor Committee to complete a market analysis and station area plans for the areas around the bus rapid transit guideway stations as a part of the Draft Environmental Impact Statement process; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the findings of the Gateway Corridor Draft Environmental Impact Statement and selection of Bus Rapid Transit in a dedicated guideway as the Locally Preferred Alternative in alignment A-B-C-D2-E2 as chosen by the Gateway Corridor Commission; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes Ramsey County Regional Railroad Authority staff to forward this Resolution to the Washington County Regional Railroad Authority for transmittal to the Metropolitan Council for its consideration.

CORRIDOR UPDATES

- Union Depot

Chair Ortega reported that the Rail-Volution opening reception that took place at the Union Depot on September 21, 2014 was a success and a well-attended ceremony, with several activities occurring throughout the day as part of the reception.

Commissioner McDonough said this Rail-Volution conference held in the Twin Cities had been planned for a couple of years and was a great opportunity to expose what we've been doing in the community. The Union Depot was a big discussion point among attendees and its restoration received a lot of praise. He also noted that this year's Rail-Volution set a record for attendance. One of the highlights of the event was Transportation Secretary Anthony Foxx's address to the conference this morning. It is rare for a secretary of transportation to participate in the Rail-Volution conference.

Commissioner McGuire mentioned that she's been focusing on the active living components of the conference and attending those workshops that promote the health benefits of being active in a transit oriented community, which is an initiative that Ramsey County strongly emphasizes.

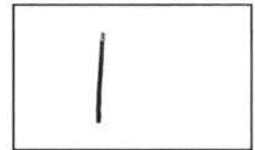
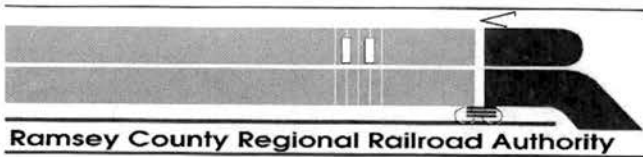
Commissioner McDonough wanted to recognize the RCRRA staff for the hard work and long hours put in to help organize the event, as well as many the other staff throughout the county and community who are volunteering for the event.

- Rush Line

Commissioner Reinhardt reported that the Rush Line Corridor Task Force met last Thursday, September 18, 2014. Rush Line is in process of going through the Pre-Project Development Study, strategic communications and community engagement. Scheduled walking tours are taking place in sections of the corridor – information is available on the rush line website at <http://www.rushline.org/>. There has been a strong focus on getting as much information out to the public as possible to receive as much public feedback to help us make informed decisions on the project. She emphasized the two alternatives that are being explored (but are not completely determined) for the Rush Line Corridor – Bus Rapid Transit along I-35E, and Light Rail Transit and Bus Rapid Transit between Union Depot and White Bear Lake. She added that they've made the commitment that rail or bus and trail will coexist in the Rush Line Corridor.

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: **11/04/2014**

Regional Railroad Authority Meeting Date: _____

SUBJECT: Support the submission of Washington County revised application for Counties Transit Improvement Board funding for Gateway Corridor Transit Oriented Development Planning and authorization of funds for Ramsey County Regional Railroad Authority share of local match

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 (CTIB) have identified the Gateway Corridor for future transitway investments.

The Gateway Corridor is a planned transitway approximately 12 miles in length in Ramsey and Washington Counties. The corridor runs generally parallel to I-94, connecting Union Depot and downtown St. Paul with St. Paul's East Side neighborhoods and the suburban communities of Maplewood, Landfall, Oakdale, Lake Elmo and Woodbury. Currently, there is limited transit service throughout the day in the Gateway Corridor. The purpose of the Gateway Corridor project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the traveling public within the project area.

(The Executive Summary is continued on following page)

ACTION REQUESTED

1. Support the submission of Washington County's revised 2014 grant application to the Counties Transit Improvement Board for grants payable in 2015 for Gateway Corridor Pre-Project Development Study to include Transit Oriented Development Planning in the amount of \$180,000 in guaranteed funds.
2. Authorize the expenditure of \$10,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

SUBJECT: Support the submission of Washington County revised application for Counties Transit Improvement Board funding for Gateway Corridor Transit Oriented Development Planning and authorization of funds for Ramsey County Regional Railroad Authority share of local match

(Executive summary continued)

Washington County submitted a grant application to CTIB in September 2014 for \$600,000 to complete all Pre-Project Development activities and further refine the Locally Preferred Alternative. The Ramsey County Board passed a resolution of support for the application. The Ramsey County Regional Railroad Authority also passed a resolution of support for the grant application and authorized the expenditure of \$30,000 as Ramsey County's share of the required local match.

The Federal Transit Administration (FTA) released a Notice of Funding Availability (NOFA) in September 2014 to solicit project proposals for the Pilot Program for Transit-Oriented Development (TOD) Planning. The Metropolitan Council, the Gateway Corridor Commission, and the Ramsey and Washington County Regional Railroad Authorities are preparing an application for \$1.0 million to support Gateway Corridor station area planning. The application requires a 20% local match; an overmatch is encouraged to increase the competitiveness of the application.

The Gateway Corridor Commission supports applying for a TOD Planning grant to enhance station area planning activities. Washington County intends to add a contingency to the CTIB grant application for Pre-Project Development that would be executed only if the FTA awards a grant for Gateway Corridor TOD planning. This contingency would request an additional \$180,000 of Washington County's guaranteed CTIB funds. With an additional \$20,000 in local matching funds, \$200,000 will be used toward the local match for the Gateway Corridor TOD grant. This contingency is consistent with the use of CTIB funds guaranteed to Washington County for planning assistance. If FTA does not award a grant for Gateway TOD planning, Washington County will not request disbursement of the \$180,000 in contingent grant funds and the additional \$20,000 in local match will not be required.

The additional \$200,000 funding in the revised CTIB Pre-Project Development grant application will be combined with \$100,000 in funds already budgeted for station area planning within the Gateway PPD contract, providing an overmatch of \$300,000 (23%) in the federal TOD Planning grant application. CTIB requires a new resolution of support and authorization of the local matching funds because Washington County intends to revise its existing grant application to request additional guaranteed funds.

Washington County is the lead agency for the Gateway Corridor project and is managing the preparation of the Draft Environmental Impact Statement (DEIS). Funding for TOD Planning would be available in early 2015. The TOD Planning work would be part of the Pre-Project Development Study and would continue beyond the completion of the DEIS in May 2015. Funding for the TOD Planning will be provided by CTIB through Washington County's CTIB guarantee. CTIB grants require a 10% local match. The Washington County Regional Railroad Authority and the Ramsey County Regional Railroad Authority will provide the local match consistent with the Gateway Corridor Joint Powers Agreement as follows:

Washington County RRA - \$10,000
Ramsey County RRA - \$10,000

Funding for the RCRRA's share of the implementation plan costs is available in the 2014 RCRRA operating budget.

SUBJECT: Support the submission of Washington County revised application for Counties Transit Improvement Board funding for Gateway Corridor Transit Oriented Development Planning and authorization of funds for Ramsey County Regional Railroad Authority share of local match

ATTACHMENTS:

None.

PREVIOUS ACTION:

1. September 2, 2014: Ramsey County Regional Railroad Authority passed Resolution R14-24 supporting the submission of the Washington County application for CTIB funding for Gateway Corridor Pre-Project Development Study and authorizing the expenditure of \$30,000 as its share of the local match.
2. September 2, 2014: Ramsey County Board passed Resolution 2014-273 supporting the submission of the Washington County application for CTIB funding for Gateway Corridor Pre-Project Development Study.
3. May 22, 2012: Ramsey County Regional Railroad Authority passed Resolution R12-26 approving payment of \$80,000 to amend the Alternatives Analysis to include additional analysis of the build alternatives.
4. June 7, 2011: Ramsey County Regional Railroad Authority passed Resolution R11-19 approving an agreement with the Metropolitan Council establishing the Corridors of Opportunity Gateway Corridor Project (later known as Fostering an East Side Transit Conversation).
5. June 7, 2011: Ramsey County Regional Railroad Authority passed Resolution R11-18 approving a work scope amendment to include an eighth alternative for analysis and authorizing payment in the amount of \$40,000 for its share of the additional work.
6. March 17, 2009: Ramsey County Regional Railroad Authority passed Resolution R09-09 approving the I-94 Corridor Joint Powers Agreement, authorizes a payment in an amount not to exceed \$500,000 for its share of the cost of the agreement and appoints Commissioner Victoria Reinhardt as the I-94 Corridor Commission representative for 2009.

COUNTY MANAGER'S COMMENTS:

The Gateway Corridor is key to the full development of a connected regional transitway network; connecting Ramsey County residents to jobs and businesses to workers and customers in Washington County and to the larger Twin Cities Metropolitan Area.

SUBJECT: Support the submission of Washington County revised application for Counties Transit Improvement Board funding for Gateway Corridor Transit Oriented Development Planning and authorization of funds for Ramsey County Regional Railroad Authority share of local match

Regional Railroad Authority – Authorized Signature	Date
	10/28/14

Finance – Authorized Signature	Date
	10/27/14

County Attorney – Authorized Signature	Date
	10/28/14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Support the submission of Washington County revised application for Counties Transit Improvement Board funding for Gateway Corridor Transit Oriented Development Planning and authorization of funds for Ramsey County Regional Railroad Authority share of local match

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority has supported the Gateway
2 Corridor Project through its Alternative Analysis and into its Draft Environmental Impact Statement
3 phases; and
4

5 WHEREAS, With the completion of the Draft Environmental Impact Statement anticipated in
6 May 2015, the Gateway Corridor project needs further refined planning work before entering the
7 Project Development phase; and
8

9 WHEREAS, Washington County is the project sponsor and is responsible for delivering the
10 Gateway Corridor on schedule, and
11

12 WHEREAS, Washington County has submitted a capital grant application to the Counties
13 Transit Improvement Board in 2014, payable in 2015, for \$540,000 in guaranteed funds to advance
14 the Gateway Corridor, and
15

16 WHEREAS, The grant application will be matched by a \$60,000 payment from the
17 Washington County Regional Railroad Authority and the Ramsey County Regional Railroad
18 Authority, and
19

20 WHEREAS, The Federal Transit Administration issued a Notice of Funding Availability on
21 September 4, 2014 for a Pilot Program for Transit Oriented Development Planning, and
22

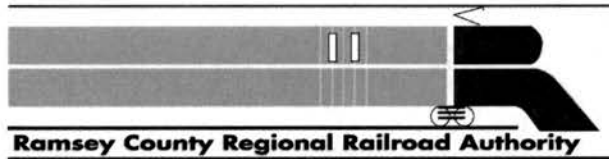
23 WHEREAS, The Gateway Corridor Commission is supportive of submitting an application to
24 the Federal Transit Administration for funding through the Pilot Program for Transit Oriented
25 Development, and
26

27 WHEREAS, Washington County intends to revise its 2014 CTIB application for Pre-Project
28 Development Study to request \$180,000 in additional funds, on a contingency basis, to be used
29 the matching funds for an application under the Pilot Program for Transit Oriented Development
30 Planning, and
31

32 WHEREAS, The revised application will be matched by a \$20,000 payment from the
33 Washington County Regional Railroad Authority and the Ramsey County Regional Railroad
34 Authority, contingent upon award of the federal grant. Now, Therefore, Be It
35

36 RESOLVED, The Ramsey County Board Regional Railroad Authority supports the
37 submission of Washington County's revised 2014 grant application to the Counties Transit
38 Improvement Board for grants payable in 2015 for Gateway Corridor Pre-Project Development
39 Study to include Transit Oriented Development Planning in the amount of \$180,000 in guaranteed
40 funds; And Be It Further
41

42 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the expenditure of
43 \$10,000 to provide Ramsey County Regional Railroad Authority's share of the local match.



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

REGIONAL RAILROAD AUTHORITY

December 16, 2014

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

.....
ROLL CALL and Call to Order

AGENDA of the December 16, 2014 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the November 4, 2014 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. **Grant Agreement 07376 with the Minnesota Department of Transportation for the completion of an Environmental Impact Statement for East Metro Rail Capacity Improvements.**

Board Action Requested:

- 1) Approve a Grant Agreement 07376 with the Minnesota Department of Transportation to provide up to \$1,000,000 in state funds for the completion of East Metro Rail Capacity Improvements engineering and an Environmental Impact Statement.
- 2) Authorize the Chair to execute Grant Agreement 07376.
- 3) Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

2. **Legislative Position: Request for \$1 million in State Bond Funds for the Red Rock Corridor – Support Item**

Board Action Requested:

- 1) Approve the legislative position to support the Washington County in its request to the Legislature for \$1 million in State Bond Funds.
- 2) Authorize Ramsey County Regional Railroad Authority and Ramsey County Intergovernmental Relations staff to work with members of the Legislature and other interested parties to seek the necessary legislation for this proposal.

3. **Legislative Position: Request for \$3 million in State Bond Funds for the Gateway Corridor – Support Item**

Board Action Requested:

- 1) Approve the legislative position to support Washington County in its request to the Legislature for \$3 million in State Bond Funds.
- 2) Authorize Ramsey County Regional Railroad Authority and Ramsey County Intergovernmental Relations staff to work with members of the Legislature and other interested parties to seek the necessary legislation for this proposal.

(Continued)

4. Legislative Position: Request for \$1 million in State General Funds for the Union Pacific Railroad and BNSF Railway Grade Separation Project

Board Action Requested:

- 1) Approve the legislative position to request \$1 million in State General Funds for the completion of Environmental Analysis and Engineering on the UP/BNSF Grade Separation Project.
- 2) Approve the Ramsey County Regional Railroad Authority commitment of \$125,000 for completion of Environmental Analysis and Engineering on the UP/BNSF Grade Separation Project
- 3) Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations
- 4) Authorize Ramsey County Regional Railroad Authority and Ramsey County Intergovernmental Relations staff to work with legislators and other interested parties to seek the necessary legislation for this proposal

POLICY AGENDA

5. Approval of the 2015 operating budget and the 2015 tax levy for the Ramsey County Regional Railroad Authority

Board Action Requested:

- 1) Approve 2015 budget of \$22,450,735.
- 2) Approve the 2015 tax levy in the amount of \$19,143,354.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

November 4, 2014

The Ramsey County Regional Railroad Authority met with the following members present: Carter, McDonough, McGuire, Reinhardt, Rettman, Ortega – 6. Absent: Huffman - 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 9:50 A.M.

AGENDA

Commissioner McDonough moved approval of the Agenda of the November 4, 2014 Regional Railroad Authority Meeting, seconded by Commissioner McGuire. Roll Call: Ayes – McDonough, McGuire, Reinhardt, Rettman, Carter, Ortega – 6. Nays – 0.

MINUTES

Commissioner McGuire moved approval of the Minutes of the September 23, 2014 Regional Railroad Authority Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – McDonough, McGuire, Reinhardt, Rettman, Carter, Ortega – 6. Nays – 0.

1. Support the submission of Washington County revised application for Counties Transit Improvement Board funding for Gateway Corridor Transit Oriented Development Planning and authorization of funds for Ramsey County Regional Railroad Authority share of local match

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Rettman. Roll Call: Ayes – McDonough, McGuire, Reinhardt, Rettman, Carter, Ortega – 6. Nays – 0.

WHEREAS, The Ramsey County Regional Railroad Authority has supported the Gateway Corridor Project through its Alternative Analysis and into its Draft Environmental Impact Statement phases; and

WHEREAS, With the completion of the Draft Environmental Impact Statement anticipated in May 2015, the Gateway Corridor project needs further refined planning work before entering the Project Development phase; and

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

WHEREAS, Washington County has submitted a capital grant application to the Counties Transit Improvement Board in 2014, payable in 2015, for \$540,000 in guaranteed funds to advance the Gateway Corridor, and

WHEREAS, The grant application will be matched by a \$60,000 payment from the Washington County Regional Railroad Authority and the Ramsey County Regional Railroad Authority, and

WHEREAS, The Federal Transit Administration issued a Notice of Funding Availability on September 4, 2014 for a Pilot Program for Transit Oriented Development Planning, and

WHEREAS, The Gateway Corridor Commission is supportive of submitting an application to the Federal Transit Administration for funding through the Pilot Program for Transit Oriented Development, and

WHEREAS, Washington County intends to revise its 2014 CTIB application for Pre-Project Development Study to request \$180,000 in additional funds, on a contingency basis, to be used the matching funds for an application under the Pilot Program for Transit Oriented Development Planning, and

WHEREAS, The revised application will be matched by a \$20,000 payment from the Washington County Regional Railroad Authority and the Ramsey County Regional Railroad Authority, contingent upon award of the federal grant. Now, Therefore, Be It

RESOLVED, The Ramsey County Board Regional Railroad Authority supports the submission of Washington County's revised 2014 grant application to the Counties Transit Improvement Board for grants payable in 2015 for Gateway Corridor Pre-Project Development Study to include Transit Oriented Development Planning in the amount of \$180,000 in guaranteed funds; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the expenditure of \$10,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

CORRIDOR UPDATES

- High Speed Rail
Commissioner Rettman reported that the Minnesota High Speed Rail Commission will be meeting this week on November 6.
- Rush Line
Commissioner Reinhardt reported that Rush Line is about six months into the 18 monthly Pre-Project Development Study process. A series of open houses were being planned for November, but necessary data from the Metropolitan Council delayed this effort and the open houses will now be held in January.
- Riverview
Chair Ortega reported that a Riverview Corridor open house was held at the Union Depot last week on October 29, which had a great turnout. A second open house will take place this week on November 6 at the Nova Classical Academy in St. Paul. Both open houses were advertised in the Villager and Community Reporter.

ADJOURNMENT

There being no further business, Chair Ortega declared the meeting adjourned at 9:55 A.M.

Requesting Department: Regional Railroad Authority

Committee:

Meeting Date: 12/16/2014

SUBJECT

Grant Agreement 07376 with the Minnesota Department of Transportation for the completion of an Environmental Impact Statement for East Metro Rail Capacity Improvements.

REQUESTED ACTION

1. Approve Grant Agreement 07376 with the Minnesota Department of Transportation to provide up to \$1,000,000 in state funds for the completion of East Metro Rail Capacity Improvements engineering and an Environmental Impact Statement.
2. Authorize the Chair to execute Grant Agreement 07376.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

Freight rail activity in the East Metro area from three Class 1 carriers and passenger railroad activity from Amtrak is constrained to corridors where acceptable grades allow trains to transition from the Mississippi River to the top of the bluffs. The primary location for this transition is just east of St. Paul, or the East Metro area. In the 2012 East Metro Rail Capacity (East Metro) Study, this crossroad was identified as handling more than 10,000 rail cars per day, pulled on more than 110 trains per day, accounting for 5% of the nation's freight volume. Freight traffic has continued to grow and congestion has continued to worsen. Without capacity improvements, average train speeds will degrade, delays will become unpredictable, and safety will decrease as the rail network strains to accommodate the increased train traffic. The East Metro area is also the route for Amtrak passenger service and the route selected for future high speed rail service to Milwaukee and Chicago.

Through the completion of the Union Depot project and the East Metro Study, the Ramsey County Regional Railroad Authority (RCRRA) has been actively engaging freight railroads and other stakeholders to address capacity, fluidity and safety concerns. Additionally, the RCRRA has taken an active role to advance projects from the East Metro Study into environmental and engineering phases, continuing on to implementation.

MnDOT Grant Agreement

In 2013, the RCRRA requested, and was awarded, \$1 million in State General Obligation Bonds for the completion of an Environmental Impact Statement (EIS) including engineering for rail capacity improvements identified in the East Metro Study. RCRRA has engaged the Burlington Northern Santa Fe Railway (BNSF), Canadian Pacific Railway (CP), and Union Pacific Railroad (UP) as well as MnDOT to ensure their continued support for advancing the capacity improvements identified in the East Metro Study, into an EIS and engineering. In order to access the \$1 million in State General Obligation Bonds, RCRRA must enter into a Grant Agreement with the Minnesota Department of Transportation.

COUNTY MANAGER COMMENTS

Approval of Grant Agreement 07376 will allow for the completion of environmental and engineering on capacity improvements identified in the East Metro Rail Capacity Study. Completion of these improvements is critical to the cost effective and safe movement of freight and passengers along the freight rail network near Union Depot and throughout Ramsey County.

PREVIOUS ACTION

ATTACHMENTS

1. Draft Resolution
2. Grant Agreement 07376

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority is a political
2 subdivision and local government unit of Minnesota; and
3

4 WHEREAS, The Ramsey County Regional Railroad Authority is working to
5 establish high speed intercity passenger rail service between the Union Depot Multi-
6 modal Transit Hub in St. Paul and Chicago along the current Amtrak Empire Builder
7 route in Minnesota which parallels the Mississippi River; and
8

9 WHEREAS, The Ramsey County Regional Railroad Authority, Burlington
10 Northern and Santa Fe Railway (BNSF), Canadian Pacific Railway (CP), Union Pacific
11 Railroad (UP), Twin Cities and Western Railroad (TC&W), Amtrak, the Red Rock
12 Corridor Commission, Minnesota Department of Transportation, and other stakeholders
13 partnered in the development of the East Metro Rail Capacity (East Metro) Study, and
14

15 WHEREAS, The East Metro Study involved a nationally significant railroad
16 crossroads from St. Paul to Hastings, Minnesota that handles five percent of the
17 nation's freight volume, exports to Canada and Asia, interchanges between BNSF, CP,
18 UP, and TC&W, and the BNSF and CP transcontinental mainlines; and
19

20 WHEREAS, The East Metro Study identified capacity improvements necessary
21 to maintain and enhance freight and passenger rail capacity and fluidity; and
22

23 WHEREAS, The completion of engineering and an Environmental Impact
24 Statement on these improvements is vital to the flow of our nation's freight, Amtrak's
25 Empire Builder, and potential passenger rail; and
26

27 WHEREAS, The absence of increased capacity will cause increased delays for
28 freight and passenger rail impacting the regional and national economy; and
29

30 WHEREAS, The completion of engineering and an Environmental Impact
31 Statement for the identified improvements is estimated at \$1 million; and
32

33 WHEREAS, The Ramsey County Regional Railroad Authority has secured \$1
34 million in State General Obligation Bonds through the Minnesota Department of
35 Transportation for the completion of the engineering and Environmental Impact
36 Statement on the identified improvements; and
37

38 WHEREAS, State funds will be reimbursed to the RCRRA through a Grant
39 Agreement with the Minnesota Department of Transportation. Now Therefore Be It
40

41 RESOLVED, The Ramsey County Regional Railroad Authority approves Grant
42 Agreement 07376 with the Minnesota Department of Transportation to provide up to
43 \$1,000,000 in state funds for the completion of engineering and an Environmental
44 Impact Statement, and Be It Further

45 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the
46 Chair to execute Grant Agreement 07376 and Be It Further

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

Requesting Department: Regional Railroad Authority

Committee:

Meeting Date: 12/16/2014

SUBJECT

Grant Agreement 07376 with the Minnesota Department of Transportation for the completion of an Environmental Impact Statement for East Metro Rail Capacity Improvements.

REQUESTED ACTION

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EXECUTIVE SUMMARY

Freight rail activity in the East Metro area from three Class 1 carriers and passenger railroad activity from Amtrak is constrained to corridors where acceptable grades allow trains to transition from the Mississippi River to the top of the bluffs. The primary location for this transition is just east of St. Paul, or the East Metro area. In the 2012 East Metro Rail Capacity (East Metro) Study, this crossroad was identified as handling more than 10,000 rail cars per day, pulled on more than 110 trains per day, accounting for 5% of the nation's freight volume. Freight traffic has continued to grow and congestion has continued to worsen. Without capacity improvements, average train speeds will degrade, delays will become unpredictable, and safety will decrease as the rail network strains to accommodate the increased train traffic. The East Metro area is also the route for Amtrak passenger service and the route selected for future high speed rail service to Milwaukee and Chicago.

Through the completion of the Union Depot project and the East Metro Study, the Ramsey County Regional Railroad Authority (RCRRA) has been actively engaging freight railroads and other stakeholders to address capacity, fluidity and safety concerns. Additionally, the RCRRA has taken an active role to advance projects from the East Metro Study into environmental and engineering phases, continuing on to implementation.

MnDOT Grant Agreement

In 2013, the RCRRA requested, and was awarded, \$1 million in State General Obligation Bonds for the completion of an Environmental Impact Statement (EIS) including engineering for rail capacity improvements identified in the East Metro Study. RCRRA has engaged the Burlington Northern Santa Fe Railway (BNSF), Canadian Pacific Railway (CP), and Union Pacific Railroad (UP) as well as MnDOT to ensure their continued support for advancing the capacity improvements identified in the East Metro Study, into an EIS and engineering. In order to access the \$1 million in State General Obligation Bonds, RCRRA must enter into a Grant Agreement with the Minnesota Department of Transportation.

COUNTY MANAGER COMMENTS

Approval of Grant Agreement 07376 will allow for the completion of environmental and engineering on capacity improvements identified in the East Metro Rail Capacity Study. Completion of these improvements is critical to the cost effective and safe movement of freight and passengers along the freight rail network near Union Depot and throughout Ramsey County.

PREVIOUS ACTION

ATTACHMENTS

1. Draft Resolution
2. Grant Agreement 07376

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority is a political
2 subdivision and local government unit of Minnesota; and
3

4 WHEREAS, The Ramsey County Regional Railroad Authority is working to
5 establish high speed intercity passenger rail service between the Union Depot Multi-
6 modal Transit Hub in St. Paul and Chicago along the current Amtrak Empire Builder
7 route in Minnesota which parallels the Mississippi River; and
8

9 WHEREAS, The Ramsey County Regional Railroad Authority, Burlington
10 Northern and Santa Fe Railway (BNSF), Canadian Pacific Railway (CP), Union Pacific
11 Railroad (UP), Twin Cities and Western Railroad (TC&W), Amtrak, the Red Rock
12 Corridor Commission, Minnesota Department of Transportation, and other stakeholders
13 partnered in the development of the East Metro Rail Capacity (East Metro) Study, and
14

15 WHEREAS, The East Metro Study involved a nationally significant railroad
16 crossroads from St. Paul to Hastings, Minnesota that handles five percent of the
17 nation's freight volume, exports to Canada and Asia, interchanges between BNSF, CP,
18 UP, and TC&W, and the BNSF and CP transcontinental mainlines; and
19

20 WHEREAS, The East Metro Study identified capacity improvements necessary
21 to maintain and enhance freight and passenger rail capacity and fluidity; and
22

23 WHEREAS, The completion of engineering and an Environmental Impact
24 Statement on these improvements is vital to the flow of our nation's freight, Amtrak's
25 Empire Builder, and potential passenger rail; and
26

27 WHEREAS, The absence of increased capacity will cause increased delays for
28 freight and passenger rail impacting the regional and national economy; and
29

30 WHEREAS, The completion of engineering and an Environmental Impact
31 Statement for the identified improvements is estimated at \$1 million; and
32

33 WHEREAS, The Ramsey County Regional Railroad Authority has secured \$1
34 million in State General Obligation Bonds through the Minnesota Department of
35 Transportation for the completion of the engineering and Environmental Impact
36 Statement on the identified improvements; and
37

38 WHEREAS, State funds will be reimbursed to the RCRRA through a Grant
39 Agreement with the Minnesota Department of Transportation. Now Therefore Be It
40

41 RESOLVED, The Ramsey County Regional Railroad Authority approves Grant
42 Agreement 07376 with the Minnesota Department of Transportation to provide up to
43 \$1,000,000 in state funds for the completion of engineering and an Environmental
44 Impact Statement, and Be It Further

45 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the
46 Chair to execute Grant Agreement 07376 and Be It Further

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

General Obligation Bond Proceeds

Grant Agreement

Pre-Design or Design Grant

for the

East Metro Rail Capacity Environmental

Analysis

Project

under the

Passenger Rail Program

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General Obligation Bond Proceeds
Grant Agreement
Predesign or Design Grant
for the
East Metro Rail Capacity Environmental Analysis
Project
under the
Passenger Rail
PROGRAM

THIS AGREEMENT shall be effective as of December , 2014, and is between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota (the "Public Entity"), and the State of Minnesota through the Minnesota Department of Transportation Passenger Rail Office (the "State Entity").

RECITALS

A. The State Entity has created and is operating a Passenger Rail Program (the "State Program") under the authority granted by Minn. Stat. § 174.60 through 174.636 and all rules related to such legislation (the "State Program Enabling Legislation").

B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of \$ 1,000,000.00 (the "Program Grant"), as a grant to finance all or a portion of the following activities related to the environmental analysis and documentation on the rail capacity improvements identified in the East Metro Rail Capacity and Engineering Improvements (East Metro) Study (the "Predesign/Design Activities").

F. The provisions contained in Minnesota Statutes Chapter 398A grant the Public Entity the authority to perform the Predesign/Design Activities.

G. The provisions contained in Minn. Stat. § 174.60 through 174.636 grant the Public Entity authority to perform those functions and activities required of it under the State Program.

H. The monies allocated to fund the grant to the Public Entity are proceeds of state general obligation bonds authorized under Article XI, § 5(a) of the Minnesota Constitution.

I. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Public Entity.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” – means an advance made or to be made by the State Entity to the Public Entity and disbursed in accordance with the provisions contained in Article V hereof.

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement Predesign or Design Grant for the East Metro Rail Capacity Environmental Analysis Project under the Passenger Rail Program, as such exists on its original date and any amendments, modifications or restatements thereof.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner's Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, will submit to the State Entity when an Advance is requested, and which is referred to in Section 5.02.

“Event of Default” - means those events set forth in Section 4.01.

“G.O. Bonds” - means that portion of the state general obligation bonds, issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution, the proceeds of

which are used to fund the Program Grant, or any bonds issued to refund or replace such bonds.

"G.O. Compliance Legislation" - means Minn. Stat. § 16A.695, as it may subsequently be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

"Grant Application" - means that certain grant application attached hereto as **Attachment V** that the Public Entity submitted to the State Entity. *This definition is only needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

"Predesign/Design Activities" - means the activities identified as the Predesign/Design Activities in Recital E of this Agreement.

"Program Grant" - means a grant of monies from the State Entity to the Public Entity in the amount identified as the "Program Grant" in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

"Public Entity" - means the entity identified as the "Public Entity" in the lead-in paragraph of this Agreement.

"State Entity" - means the entity identified as the "State Entity" in the lead-in paragraph of this Agreement.

"State Program" - means the program delineated in the State Program Enabling Legislation.

"State Program Enabling Legislation" - means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

Article II GRANT

Section 2.01 Grant of Monies. The State Entity shall make and issue the Program Grant to the Public Entity, and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 Use of Grant Proceeds. The Public Entity shall use the Program Grant solely to perform, complete and pay for the Predesign/Design Activities.

Section 2.03 **Completion of Predesign/Design Activities.** The Public Entity shall diligently pursue and complete, or cause to be completed, the Predesign/Design Activities and pay all of the costs related thereto.

Section 2.04 **Public Entity Representations and Warranties.** The Public Entity covenants with and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute and deliver this Agreement, and it has taken all actions necessary to its execution and delivery of this Agreement.

B. It has legal authority to perform the Predesign/Design Activities.

C. It has legal authority to operate the State Program.

D. This Agreement is a legal, valid and binding obligation of the Public Entity enforceable against the Public Entity in accordance with its terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties contained in this Agreement.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority, against or affecting it relating to the Predesign/Design Activities, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement or to perform any of the acts required of it in this Agreement.

I. Neither the execution and delivery of this Agreement nor compliance with any of the terms, conditions, requirements, or provisions contained herein is not prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. It will use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, to perform and complete the Predesign/Design Activities or to pay for the completion of the Predesign/Design Activities.

K. The Predesign/Design Activities will be performed and completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Predesign/Design Activities.

L. It has complied with the matching funds requirement, if any, contained in Section 6.20.

M. It will complete and fully pay for the Predesign/Design Activities.

N. It will supply, or cause to be supplied, whatever funds that are needed above and beyond the amount of the Program Grant to complete and fully pay for the Predesign/Design Activities.

O. It will furnish to the State Entity as soon as possible and in any event within 7 calendar days after the Public Entity has obtained knowledge of the occurrence of each Event of Default, or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default, or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default, and the action which the Public Entity proposes to take with respect thereto.

P. It will promptly notify both the State Entity and the Commissioner of MMB if and when it acquires an ownership interest in or improves any real property, or acquires an ownership interest in or improves, renovates, rehabilitates, or newly constructs any facility, which are acquired or bettered, in whole or in part, as a result of or that benefits from the Predesign/Design Activities.

Q. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested in writing by either the State Entity or the Commissioner of MMB.

Section 2.05 Modification and/or Early Termination of Grant. If the Predesign/Design Activities are not started on or before the date that is 5 years from the effective date of this Agreement, or such later date to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate, and, in such event, (i) if none of the Program Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date.

In addition, if all of the Program Grant has not been disbursed on or before the date that is 4 years from the date on which the Predesign/Design Activities was started, or such later date as the Public Entity and the State Entity may agree to in writing, then the State Entity's obligation

to continue to fund the Program Grant shall terminate and in such event (y) if none of the Program Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (z) if some but not all of the Program Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding under the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date.

Section 2.06 Results of Predesign/Design Activities. The Public Entity shall be the sole owner of any and all plans, specifications, studies, concepts, ideas, plans, and any other work product that is generated as a result of or emanates from the Predesign/Design Activities, and the Public Entity may not, without the prior written consent of the State Entity and the Commissioner of MMB, sell or transfer any of such items to any other entity or allow any other entity to use any of such items or obtain any benefit therefrom.

Section 2.07 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 6.20 are not needed to complete the PreDesign/Design Activities, then unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III ACQUISITION, CONSTRUCTION AND USE OF ANY REAL PROPERTY AND FACILITY

Section 3.01 Applicability. *The provisions contained in this Article III are in addition to and not in replacement of the other provisions contained in this Agreement, and shall only apply to any real property or facility in which the Public Entity acquires an ownership interest at some time in the future as a result of, or which benefits from, the Predesign/Design Activities. If the Public Entity never acquires an ownership interest in any such real property or facility, then this Article III shall have no effect and be ignored.*

Section 3.02 Additional Defined Terms. The following defined terms apply to the provisions contained in this Article III, are in addition to the defined terms contained in Section 1.01, and shall have the meanings set out respectively after each (such meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the contents hereof specifically indicate otherwise:

"Approved Debt" – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will be used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds.

"Counterparty" - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and*

should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Declaration” - means a declaration or declarations and all amendments thereto, in form and substance acceptable to the Commissioner of MMB, indicating that the Public Entity’s ownership interest in any Real Property and, if applicable, Facility, will be bond financed property within the meaning of the G.O. Compliance Legislation and will be subject to certain restrictions imposed by this Agreement.

“Facility” - means any structure in which the Public Entity acquires an ownership interest that is acquired or bettered as a result of or benefits from the Predesign/Design Activities.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

"Outstanding Balance of the Program Grant" – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

"Ownership Value", if any – means the value, if any, of the Public Entity's ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity's acquisition of such ownership interest. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB.

"Real Property" - means any real property in which the Public Entity acquires an ownership interest that is acquired or bettered as a result of, or benefits from, the Predesign/Design Activities.

"Real Property/Facility Lease" - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

"Subsequent Betterment Costs" – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term is used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

"Use Contract" - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property and, if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

"Useful Life of the Real Property and, if applicable, Facility" – means (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments completed in conjunction with the original acquisition thereof.

Section 3.03 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof if and when the Public Entity acquires an ownership interest in any Real Property and, if applicable, Facility, such ownership interest must be by way of:

- A. A fee interest;
- B. A Real Property/Facility Lease that complies with the requirements contained in Section 3.06; or
- C. An easement that complies with the requirements contained in Section 3.06.

Section 3.04 **State Bond Financed Property.** The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in any Real Property and, if applicable, Facility will be "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order will apply to the Public Entity's ownership interest in any Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 3.05 **Execution and Delivery of Declaration.** Promptly upon the Public Entity's acquisition of an ownership interest in any Real Property and, if applicable, Facility, the Public Entity shall promptly execute, record in the appropriate office, and deliver a Declaration to the State Entity with all of the recording information displayed thereon.

Section 3.06 **Ownership by Leasehold or Easement.** *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions:

- 1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.
- 2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.
- 3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 3.08.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 3.08.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's ownership interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its ownership interest therein, and allow such ownership interest to be transferred to the purchaser of such ownership interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the G.O. Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 3.07 Public Entity Representations and Warranties. With respect to the Public Entity's acquisition of an ownership interest in any Real Property or, if applicable, Facility the Public Entity covenants with and represents and warrants to the State Entity as follows:

A. As of the date of this Agreement it has legal authority to enter into, execute, record, and deliver a Declaration, and it will not take any action that will revoke or impair such authority or impair its ability to enter into, record, or deliver a Declaration.

B. As of the date of this Agreement it has legal authority to operate the Real Property and, if applicable, the Facility in accordance with the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

C. It will promptly take all actions necessary to its execution, recording, and delivery of a Declaration.

D. After a Declaration has been executed it will be a legal, valid, and binding obligation of the Public Entity enforceable against the Public Entity in accordance with its terms.

E. Its acquisition of an ownership interest in and, if applicable, improvement of any Real Property and, if applicable, acquisition of an ownership interest in, improvement, renovation, rehabilitation, or new construction of any Facility will be performed in full and complete compliance with all applicable laws, statutes, rules, ordinances, and regulations

issued by any federal, state, or local political subdivisions having jurisdiction over any Real Property or, if applicable, Facility.

F. It will obtain all applicable licenses, permits, and bonds required for its acquisition of an ownership interest in and, if applicable, improvement of any Real Property and, in addition and if applicable, its acquisition, improvement, renovation, rehabilitation, or new construction of any Facility.

G. Its use of any Real Property and, if applicable, Facility will be in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the use of such Real Property and, if applicable, Facility.

H. It will obtain all licenses, permits, and bonds required for its use of any Real Property and, if applicable, Facility.

I. In its acquisition of an ownership interest in and, if applicable, improvement of any Real Property and, in addition and if applicable, its acquisition of an ownership interest in, improvement, renovation, rehabilitation, or new construction of any Facility it will comply with all of the terms contained in and imposed by this Agreement, a Declaration, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

J. It will fully enforce the terms and conditions contained in any Use Contract.

K. It will not allow any lien or encumbrance that is prior and superior to a Declaration to be created or imposed upon any Real Property and, if applicable, Facility whether such lien or encumbrance is voluntary or involuntary and including, but not limited to, a mechanic's lien or a mortgage lien, without the prior written consent of both the State Entity and the Commissioner of MMB.

L. As of the date of this Agreement it is not in violation of any of the provisions of its charter or of the laws of the State of Minnesota that would (i) prohibit it from entering into, recording, and delivering a Declaration, (ii) affect its ability to acquire an ownership interest in and better any Real Property or operate any Real Property for the purpose delineated in Section 3.08 or (iii) affect its ability to acquire an ownership interest in, improve, renovate, rehabilitate, or newly construct any Facility or operate any Facility for the purpose delineated in Section 3.08. In addition, it will not take any action that would be in violation of such charter or laws that would prohibit or prevent it from performing such acts.

M. As of the date of this Agreement there are no actions, suits, or proceedings pending, or to its knowledge threatened, before or by any judicial body or governmental authority, against, or affecting it that would (i) prohibit it from entering into, recording, and delivering a Declaration, (ii) affect its ability to acquire an ownership interest in and, if applicable, improve any Real Property or operate any Real Property for the purpose delineated in Section 3.08, or (iii) if applicable, affect its ability to acquire, improve,

renovate, rehabilitate, or newly construct any Facility or operate any Facility for the purpose delineated in Section 3.08.

N. As of the date of this Agreement it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would prohibit it from (i) executing, recording, and delivering a Declaration, (ii) acquiring an ownership interest in and, if applicable, improving any Real Property or operating any Real Property for the purpose delineated in Section 3.08, or (iii) acquiring an ownership interest in, improving, renovating, rehabilitating, or newly constructing any Facility or operating any Facility for the purpose delineated in Section 3.08. In addition, it will not take any action that would cause a default under any such order, writ, injunction, decree, or demand of any court or any governmental authority to occur that would prevent the performance of such acts.

O. As of the date of this Agreement, neither (i) its execution, recording, or delivery of a Declaration, (ii) its ability to acquire an ownership interest in and, if applicable, improve any Real Property or operate any Real Property for the purpose delineated in Section 3.08, or (iii) its ability to acquire an ownership interest in, improve, renovate, rehabilitate, or newly construct any Facility and operate any Facility for the purpose delineated in Section 3.08, is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is a party or by which it is bound. In addition, it will not enter into any agreement or document that would prevent the performance of such acts.

P. As of the date of this Agreement (i) its acquisition of an ownership interest in and, if applicable, improvement of any Real Property or operation of any Real Property for the purpose delineated in Section 3.08, and (ii) its acquisition of an ownership interest in, improvement, renovation, rehabilitation, or new construction of any Facility or operation of any Facility for the purpose delineated in Section 3.08, does not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record. In addition, it will not take any action that would cause such a violation.

Q. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

R. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

Section 3.08 Operation of any Real Property and Facility. Any Real Property and, if applicable, Facility, shall be used by the Public Entity or the Public Entity shall cause such Real

Property and, if applicable, Facility to be used for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purpose. The Public Entity may enter into Use Contracts with a Counterparty to so operate any Real Property and, if applicable, Facility; provided that such Use Contracts have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Section 3.09. The Public Entity shall also annually determine that any Real Property and, if applicable, Facility are being so used and shall supply a statement, sworn to before a notary public, to such effect to both the State Entity and the Commissioner of MMB.

If the Public Entity will directly operate the State Program on or in the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will, as of the time of acquisition of an ownership interest in such Real Property and, if applicable, Facility, have the ability and a plan to fund such program, (ii) it will, as of the time of acquisition of such ownership demonstrate such ability by way of a plan that it will submit to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such program that clearly shows that forecast program revenues along with any other funds available for the operation of such program will be equal to or greater than forecast program expenses for the next fiscal year, and will supply to the State entity and Commissioner of MMB certified copies of such resolution and budget.

If the State Program that will be operated on or in the Real Property and, if applicable, Facility, by a Counterparty under a Use Contract, then the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for the next fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for the next fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to both the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 3.09 Use Contracts. The Public Entity may only enter into a Use Contract if it has the statutory authority to do so. Each and every Use Contract that the Public Entity enters into must comply with the following requirements:

A. The purpose for which the Use Contract will be entered into must be to operate the State Program in the Real Property and, if applicable, Facility.

B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into the Use Contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that the Use Contract is being entered into in order for the Counterparty to operate the State Program and must describe such program.

D. It must be for a term, including any renewals that are solely at the option of the Counterparty, that is, if applicable, substantially less than the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, but may allow for renewals beyond the original term upon a determination by the Public Entity that the use continues to carry out the State Program. A term that is equal to or shorter than 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract will meet the requirement that it be for a time period that is substantially less than the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

E. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the current fiscal year, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the State Program on any Real Property and, if applicable, in any Facility will equal or exceed expenses for such operation for succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using any Real Property and, if applicable, Facility to operate the State Program.

F. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

G. It must terminate upon the termination of the statutory authority under which the Public Entity entered into the Use Contract or is operating the State Program.

H. It must require the Counterparty to pay all costs of operation and maintenance of any Real Property and, if applicable, any Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

I. If any monies are to be paid to the Public Entity under the Use Contract, then it must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

J. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 3.08 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 3.08 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 3.08.

L. If the cumulative amount of the Program Grant and any other grant funded with the proceeds of state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers, as required by Minn. Stat. § 116L.66, subd. 1, as it may subsequently be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof, and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the State Program in the Real Property and, if applicable, Facility or contract with some other entity to operate the State Program in the Real Property and, if applicable, Facility.

N. It may contain renewal options that will extend the term of the Use Contract and, at the sole option and discretion of the Public Entity, a provision that will require the Public Entity to reimburse the Counterparty for those amounts that the Counterparty contributed to the Real Property and, if applicable, Facility in the event that the Counterparty has notified the Public Entity that it wishes to renew the Use Contract and the Public Entity elects to not renew the Use Contract.

Section 3.10 Receipt of Monies Under a Use Contract. The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity

does receive any monies under a Use Contract, then a portion of such monies in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of any Real Property and, if applicable, any Facility that is the subject of the Use Contract, or to pay the principal, interest, redemption premiums, and other expenses on debt related to such Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds and debt for which the Public Entity has no financial liability, must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess amount by a fraction the numerator of which is the amount of G.O. Bonds and the denominator of which is the total principal amount of all public debt financing incurred with respect to any Real Property and, if applicable, Facility other than public debt issued by a public entity for which it has no financial liability.

Section 3.11 Sale. The Public Entity shall not sell any part of its ownership interest in any Real Property or, if applicable, Facility unless all of the following provisions have been complied with fully:

- A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in any Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of such Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the State Program and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in any Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 3.12.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 3.12 Proceeds of a Sale. Upon the sale of the Public Entity's ownership interest in any Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order:

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 3.12.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 3.12.A and the holders of Approved Debt paid under this Section 3.12.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 3.12A & B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this section 3.12 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Program Grant actually disbursed.

Section 3.13 Effect of Sale. Upon the occurrence of a sale that is made in conformance with the provisions contained in Sections 3.11 and 3.12, this Agreement shall terminate and any Real Property and, if applicable, Facility shall be released from any Declaration.

Section 3.14 **Insurance.** The Public Entity shall, upon acquisition of an ownership interest in a Facility, insure the Facility in an amount equal to the full insurable value thereof: (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 3.11.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 3.12 as if the Public Entity's ownership interest in any Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.12 upon the ultimate sale of the Public Entity's ownership interest in any Real Property and Facility. If the Public Entity elects to sell its ownership interest in any Real Property and damaged Facility, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.12, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As loss payee under the insurance required herein the State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section 3.14 imposes upon the Public Entity as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding any Real Property and Facility, if such exists, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to maintain, or cause to be maintained, the insurance required under this Section 3.14, then the State Entity may, at its sole option and discretion, obtain and

maintain insurance of an equivalent nature and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section 3.14, shall require the State Entity to obtain or maintain such insurance.

Section 3.15 Condemnation. If all or any portion of any Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 3.08, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an ownership interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 3.08 and, if applicable, to fully or partially restore any Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in any Real Property and, if applicable, Facility in accordance with the provisions contained in Section 3.11. Any condemnation proceeds which are not used to acquire an ownership interest in additional real property or to restore, if applicable, Facility shall be applied in accordance with the provisions contained in Section 3.12 as if the Public Entity's ownership interest in any Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.12 upon the ultimate sale of the Public Entity's ownership interest in any Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of any Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.12, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements which this Section 3.15 imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 3.16 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep any Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on any Real Property and promptly restore in like manner any portion of any Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting any Real Property and, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any lease if the Public Entity's ownership interest in any Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions

of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if any Real Property and, if applicable, Facility, is part of a condominium regime.

The Public Entity shall not, without the written consent of both the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any portion of any Real Property and, if applicable, Facility, for any purpose other than the State Program, (b) remove, demolish or substantially alter any Real Property and, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property and, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of any Real Property and, if applicable, Facility, (d) abandon any Real Property and, if applicable, Facility, (e) commit or permit any waste or deterioration of any Real Property and, if applicable, Facility, (f) remove any fixtures or personal property from any Real Property and, if applicable, Facility, that benefited from the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon any Real Property and, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain any Real Property and, if applicable, Facility in accordance with the provisions contained in this Section 3.16, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain any Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon such Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain such Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section 3.16, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain such Real Property and, if applicable, Facility; shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 3.17 Inspection by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of any Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of any Real Property and, if applicable, Facility to allow, the State Entity to inspect any Real Property and, if applicable, Facility.

Section 3.18 Applicability to Real Property and Facility. This Agreement applies to the Public Entity's future ownership interest in any Real Property and, if applicable, Facility. The term "if applicable" appearing before the term "Facility" is meant to indicate that the this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in any Real Property.

Article IV
EVENTS OF DEFAULT AND REMEDIES

Section 4.01 Event(s) of Default. The following events shall, unless waived in writing by both the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement or any other document referred to herein.

C. If the Public Entity fails to comply with any provision, term, condition, covenant, or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 6.20 for the Predesign/Design Activities.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 4.02 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such a disbursement after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 3.11 or 3.12, then the

Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 3.11 or 3.12, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section 4.02 or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 4.03 Notification of Event of Default. The Public Entity shall furnish to both the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 4.04 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.05 and at the end of its term in accordance with the provisions contained in Section 6.27.

Article V DISBURSEMENT OF GRANT PROCEEDS

Section 5.01 The Advances. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Program Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the Program Grant. If the amount of Program Grant that the State Entity cumulatively disburses hereunder to the Public

Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.05, the State Entity's obligation to make Advances shall terminate as of the dates specified in such Section even if the entire Program Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for items involving the Predesign/Design Activities delineated in **Attachment II**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Predesign/Design Activities or the rate of disbursement of the matching funds required, if any, under Section 6.20. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Predesign/Design Activities that have been completed and the percentage of the matching funds required, if any, under Section 6.20 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 6.20 that have been disbursed})$$

Formula #2

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Predesign/Design Activities completed})$$

Section 5.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the Program Grant, which shall be no more often than once each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition shall be limited to amounts equal to the portion of the Predesign/Design Activities that has been completed since the submittal of the last prior Draw Requisition.

At the time of submission of each Draw Requisition the Public Entity shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments that are to be made out of the relevant Draw Requisition.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition, then the State Entity shall disburse the amount of the requested Advance to the Public Entity.

Section 5.03 **Additional Funds.** If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Program Grant plus the amount of all other funds committed to the completion of the Predesign/Design Activities is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Predesign/Design Activities, then the State Entity may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Predesign/Design Activities. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 5.04 **Conditions Precedent to Any Advance.** The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement, and (ii) this Agreement is binding on and enforceable against the Public Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Public Entity has sufficient funds to fully and completely pay for the Predesign/Design Activities and all other expenses that may occur in conjunction therewith.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 6.20.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with those provisions contained in **Attachment I** attached hereto and incorporated herein by reference.

F. No determination shall have been made by the State Entity that the amount of funds committed to the completion of the Predesign/Design Activities is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Predesign/Design Activities, or if such a determination has been made and notice thereof sent to the Public Entity then the Public Entity has supplied or has caused some other entity to supply the necessary funds in accordance with Section 5.03 or has provided evidence acceptable to the State Entity that sufficient funds are available.

G. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

H. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Article VI MISCELLANEOUS

Section 6.01 Changes to G.O. Compliance Legislation or the Commissioner's Order. In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner which reduces any requirement imposed against the Public Entity, or if the Predesign/Design Activities or any Real Property and, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Predesign/Design Activities or any Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Section 6.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees that during the time period that any G.O. Bonds are outstanding and unpaid:

A. It will not use or invest any proceeds of the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Predesign/Design Activities in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof.

D. It will, upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedures 93-19 and 97-13, or (iii) compliance with Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

F. In the event that the Public Entity eventually acquires an ownership interest in any Real Property and, if applicable, Facility, then it will not use such Real Property and, if applicable, Facility in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

Section 6.03 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the completion of the Predesign/Design Activities and, if accomplished, the acquisition of an ownership interest in and, if applicable, the improvement of any Real Property and, in addition and if applicable, the acquisition, improvement, renovation, rehabilitation, or new construction of any Facility, and the contemplated use of any Real Property and, if applicable, Facility, and compliance with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity that is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Predesign/Design Activities for a period of 6 years from the date that the Predesign/Design Activities is fully completed, (ii) all of such items that relate to the Public Entity's acquisition of an ownership interest in and, if applicable, the improvement of any Real Property and, in addition and if applicable, the acquisition, improvement, renovation, rehabilitation, or new construction of any Facility for a period of 6 years from the date that such acquisition and completion of such improvement, renovation, rehabilitation, or new construction is fully completed, and (iii)) all of such items that relate to the operation of any Real Property and, if applicable, Facility for a period of 6 years from the date such books, records, documents and other evidence are initially created.

Section 6.04 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Predesign/Design Activities, and, if accomplished, the acquisition of an ownership interest in and, if applicable, the improvement of any Real Property and, in addition and if applicable, the acquisition, improvement, renovation, rehabilitation, or new construction of any Facility, or contemplated use of any Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes, as such may be amended, modified or replaced from time to time.

Section 6.05 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices in the completion of the Predesign/Design Activities and, if

accomplished, the acquisition of an ownership interest in and, if applicable, the improvement of any Real Property and, in addition and if applicable, the acquisition, improvement, renovation, rehabilitation, or new construction of any Facility or contemplated use, management or operation of any Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Minn. Stat. Chapters 363A and 181, as they may be amended, modified or replaced from time to time.

Section 6.06 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181 subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the completion of the Predesign/Design Activities and, if accomplished, the acquisition of an ownership interest in and, if applicable, the improvement of any Real Property and, in addition and if applicable, the acquisition, improvement, renovation, rehabilitation, or new construction of any Facility or contemplated use, management or operation of any Facility.

Section 6.07 Antitrust Claims. The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided in its completion of the Predesign/Design Activities and, if accomplished, the acquisition of an ownership interest in and, if applicable, the improvement of any Real Property and, in addition and if applicable, the acquisition, improvement, renovation, rehabilitation, or new construction of any Facility or contemplated use of any Real Property and, if applicable, Facility, which arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 6.08 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time, with respect to the completion of the Predesign/Design Activities and, if accomplished, the acquisition of an ownership interest in and, if applicable, the improvement of any Real Property and, in addition and if applicable, the acquisition, improvement, renovation, rehabilitation, or new construction of any Facility or contemplated use of any Real Property and, if applicable, Facility or contemplated use, management or operation of any Real Property and, if applicable, Facility.

Section 6.09 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of both the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a "municipality" as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 6.10, is governed by the provisions contained in such Chapter 466.

Section 6.10 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys' fees), and damage in connection with the completion of the

Predesign/Design Activities and, if accomplished, the acquisition of an ownership interest in and, if applicable, the improvement of any Real Property and, in addition and if applicable, the acquisition, improvement, renovation, rehabilitation, or new construction of any Facility or contemplated use of any Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the State of Minnesota or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the completion of the Predesign/Design Activities and, if accomplished, the acquisition of an ownership interest in and, if applicable, the improvement of any Real Property and, in addition and if applicable, the acquisition, improvement, renovation, rehabilitation, or new construction of any Facility or contemplated use of any Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any Contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, and the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 6.04.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 6.11 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota, in the performance of this Agreement, the completion of the Predesign/Design Activities, or, if and when accomplished, the acquisition of an ownership interest in and, if applicable, the improvement of any Real Property and, in addition and if applicable, the acquisition, improvement, renovation, rehabilitation, or new construction of any Facility or contemplated use of any Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement, the completion of the Predesign/Design Activities, and, if and when accomplished, the acquisition of an ownership interest in and, if applicable, the improvement of any Real Property and, in addition and if applicable, the acquisition, improvement, renovation, rehabilitation, or new construction of any

Facility or contemplated use of any Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the completion of the Predesign/Design Activities, or, if and when accomplished, the acquisition of an ownership interest in and, if applicable, the improvement of any Real Property and, in addition and if applicable, the acquisition, improvement, renovation, rehabilitation, or new construction of any Facility or contemplated use of any Real Property and, if applicable, Facility, shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 6.12 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

Ramsey County Regional Railroad Authority
Union Depot, Suite 200, 214 4th Street E
St. Paul, MN 55101
Attention: Timothy A. Mayasich

To the State Entity at:

Minnesota Department of Transportation
395 John Ireland Blvd, MS 470
St. Paul, MN 55155
Attention: Dan Krom

To the Commissioner of MMB at:

Minnesota Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner of MMB

Section 6.13 Binding Effect and Assignment or Modification. This Agreement shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State

Entity may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 6.14 Waiver. Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 6.15 Entire Agreement. This Agreement and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 6.16 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 6.17 Severability. If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect, and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 6.18 Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.

Section 6.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 6.20 Matching Funds. The Public Entity must obtain and supply the following matching funds, if any, for the completion of the Predesign/Design Activities:

(If there are no matching funds requirements then insert the word "NONE".)

NONE

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to complete or pay for the Predesign/Design Activities. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 6.21 Source and Use of Funds. The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment II** is intended to be and is a source and use of funds statement showing the total cost of the Predesign/Design Activities and all of the funds that are available for the completion of the Predesign/Design Activities, and that the information contained in such **Attachment II** correctly and accurately delineates the following information.

A. The total cost of the Predesign/Design Activities detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Predesign/Design Activities broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Predesign/Design Activities the source of such funds and the expected use of such funds.

Previously paid expenses that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment II** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment II**.

Section 6.22 **Predesign/Design Activities Completion Schedule.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 6.23 **Third-Party Beneficiary.** The Public Entity and the State Entity agree that the completion of the Predesign/Design Activities will benefit the State of Minnesota, and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 6.24 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 6.25 **State Entity and Commissioner of MMB Required Acts and Approvals.** The State Entity shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 6.26 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 6.27 **Jobs Reporting Requirements.** Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in **Attachment V** of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

Section 6.28 **Term of Grant Agreement.** This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date of this Agreement and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Public Entity first acquires an ownership interest in the Real Property and, if applicable, Facility and puts such property into use for the operation of the Governmental Program. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the

Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 6.29 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

(If there are no additional requirements then insert the word "NONE".)

NONE

American-Made Steel. Minnesota Laws 2014, Chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

Not Applicable, this is not construction.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.)

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement Predesign or Design Grant for the East Metro Rail Capacity Environmental Analysis Project under the ___ Passenger Rail Program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

Ramsey County Regional Railroad Authority,
a political subdivision of the State of Minnesota

By: _____

Rafael E. Ortega

Its: Chair

Recommended for Approval

And: _____

Timothy A. Mayasich

Its: Director

Dated: _____

Approved as to Form

By: _____

Its: Assistant County Attorney

Dated: _____

STATE ENTITY:

Minnesota Department of Transportation, Passenger
Rail Office,

By: _____

Tim Henkel

Its: Assistant Commissioner

Dated: _____

STATE ENCUMBRANCE VERIFICATION

The undersigned certifies that funds have been
encumbered as required by Minnesota Statutes
Secs. 16A.15 and 16C.05.

By: _____

Date: _____

CFMS Contract No. _____

MnDOT CONTRACT MANAGEMENT

By: _____

(With delegated authority)

Date: _____

Attachment I

Disbursement Requirements and Schedule

This project is scheduled to be completed in approximately 24 months from the effective date of the Grant Agreement.

The selected consultant will develop a detailed project schedule upon the initiation of the East Metro Rail Capacity Environmental Analysis contract.

**Attachment II to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT**

Source of Funds		Use of Funds	
<u>Identify Source of Funds</u>	<u>Amount</u>	<u>Identify Items</u>	<u>Amount</u>
State G.O. Funds		Items Paid for with	
Program Grant	\$ 1,000,000	Program Grant Funds	
		Environmental Analysis	\$ 1,000,000
Other State Funds			\$
	\$		\$
	\$	Subtotal	\$
	\$		
Subtotal	\$	Items Paid for with	
		Non-G.O. Grant Funds	
Matching Funds			\$
	\$		\$
Subtotal	\$	Subtotal	\$
Other Public Entity Funds			
	\$		
	\$		
Subtotal			
Loans			
	\$		
	\$		
Subtotal	\$		
Other Funds			
	\$		
	\$		
Subtotal	\$		-
Prepaid Project Expenses			
	\$		
Subtotal	\$		
TOTAL FUNDS	\$ 1,000,000	TOTAL PREDESIGN/ DESIGN COSTS	\$ 1,000,000

**Attachment III to Grant Agreement
PREDESIGN/DESIGN ACTIVITIES COMPLETION SCHEDULE**

This project is scheduled to be completed in approximately 24 months from the effective date of the Grant Agreement.

The following is the work scope for the East Metro Rail Capacity Environmental Analysis.

Project Information

Ramsey County Regional Railroad Authority (RCRRA) will be soliciting proposals from qualified firms to complete environmental analysis on the rail capacity improvements identified in the East Metro Rail Capacity and Engineering Improvements (East Metro) Study. The consultant will identify the timing and sequencing of the various rail capacity improvements and will determine the appropriate environmental documentation needed for these projects. The East Metro Rail Capacity Environmental Analysis will complete the required environmental documentation to secure appropriate environmental approvals at Federal and State level needed for final design and construction. Completion of the environmental analysis and approvals will allow construction funding to be sought for their implementation.

The Environmental Analysis will be completed on potential future improvements located between Union Depot in St. Paul and the Rosemount/Hastings area approximately 19 miles southeast of the Depot. The improvements are located between the following mileposts of the respective freight railroads.

- Potential future improvements between Westminster UP MP 1.4 (Lafayette Avenue Overpass), BNSF MP 530.1 (Union Depot), and Dunn CP MP 405.1 (Bailey Road Overpass)
- Potential future improvements between Newport CP MP 402.0 (I-494 Overpass) to Cottage Grove CP MP 398.2 (Jamaica Avenue Overpass)
- Potential future improvements on Roseport Industrial Lead – UP MP 343.8 Junction Switch on Albert Lea Subdivision and MP 343.77 at Roseport Industrial Lead overhead Bridge
- Potential future improvements between Dunn Yard CP MP 405.1 (Bailey Road Overpass) to St Croix BNSF MP 410.5 (US Hwy 61 Overpass)
- Potential future improvements between St Croix CP MP 392.1 to East Hastings CP MP 388.7

Detailed projects for each of the above list of improvements will be drawn from the East Metro Study.

Previous and Work in Progress (estimated at 2% of the budget or \$20,000)

Prior to commencing work, a compilation, summary, and analysis of relevant previous and work in-progress is required.

Project Management (estimated at 10% of the budget or \$100,000)

The Ramsey County Regional Railroad Authority (RCRRA) will manage the East Metro Rail Capacity Environmental Analysis. To ensure that the East Metro Rail Capacity Environmental Analysis is properly managed, the consultant will be responsible for developing a project management plan for quality assurance/control of materials prepared for the study as well as schedule/milestone adherence. The consultant will coordinate meetings with a Project Management Team and Technical Advisory Committee as well as agency coordination.

Stakeholder and Public Engagement (estimated at 25% of the budget or \$250,000)

Stakeholder and Public Engagement is a key component of the East Metro Rail Capacity Environmental Analysis. With effective stakeholder and public participation, it is possible to make a lasting contribution to an area's quality of life and the region's transportation system. Stakeholder and Public Engagement is essential for good decision making. Stakeholder and Public Engagement will include traditional outreach through open houses and public meetings as well as more innovative approaches including the use of a project website, social media, community meetings, and milestone notification. Stakeholder and Public Engagement will actively seek out and engage populations that are not traditionally involved in transportation decision making in meaningful and accessible ways.

Capacity Improvement Analysis (estimated at 8% of the budget or 80,000)

The consultant will coordinate with stakeholders to determine which improvements from the have been implemented, advanced into stakeholders' near term capital improvement plans, and which improvements have not been advanced from the East Metro Study. Improvements that have not been implemented or are part of a near term capital improvement plan shall be advanced through the environmental process as part of the East Metro Rail Capacity Environmental Analysis. This will include a confirmation of improvements identified in the East Metro Study.

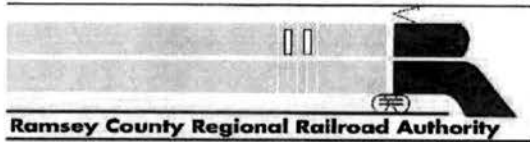
Environmental Analysis (estimated at 38% of the budget or \$380,000)

The consultant, in consultation with RCRRA and project stakeholders, will undertake an Environmental Analysis of the capacity improvements identified. The consultant will follow the National Environmental Policy Act (NEPA) and Minnesota Environmental Policy Act (MEPA) requirements. The final environmental document must be approved by the Federal Railroad Administration (FRA).

Engineering (estimated at 17% of the budget or \$170,000)

The consultant will complete engineering of the capacity improvements to a sufficient level of detail to identify probable impacts.

**Attachment IV to Grant Agreement
GRANT APPLICATION**



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

October 23, 2014

Tim Henkel
Director, Modal Planning and Program Management
Minnesota Department of Transportation
395 John Ireland Boulevard
Mailstop 100
St. Paul, MN 55155

Dear Mr. Henkel:

The Ramsey County Regional Railroad Authority (RCRRA) has been actively engaging BNSF Railway, Canadian Pacific Railway, Union Pacific Railroad and the Minnesota Department of Transportation (MnDOT) to address capacity constraints to the freight rail network in the east metro since 2010.

This engagement took a significant step forward in 2012 with the completion of the East Metro Rail Capacity and Engineering Improvements Study (East Metro Study). The East Metro Study identified rail capacity improvements necessary to maintain and improve freight rail service reliability and speed while allowing for the introduction of passenger and commuter rail. The findings of this study are supported by MnDOT, the Ramsey County Regional Railroad Authority, BNSF, CP, UP, and the Twin Cities and Western Railroad. The completion of an Environmental Impact Statement is the next step in the implementation process that will take these improvements from concept to construction.

In 2008, the Minnesota State Legislature awarded \$26 million in State Bond Funds, "To implement capital improvements and betterments for intercity passenger rail projects as identified in the statewide freight and passenger rail plan. The completion of an Environmental Impact Statement for the East Metro Study complies with the requirements associated with the use of the State Bond Funds. The project is identified in MnDOT's Comprehensive Statewide Freight and Passenger Rail Plan, and was recommended for \$1 million of state bond funds by the Minnesota Passenger Rail Forum. This project also has the support of the Federal Railroad Administration.

The RCRRA respectfully requests the Commissioner of Transportation provide the RCRRA with \$1 million of the \$26 million in State Bond Funds appropriated for passenger rail improvements for use on the East Metro Rail Capacity Environmental Impact Statement project. Please contact Tim Mayasich, Director of the RCRRA, at 651-266-2762, or by email at timothy.mayasich@co.ramsey.mn.us with any questions regarding this request.

Sincerely,

Rafael E. Ortega.
Chair
Ramsey County Regional Railroad Authority

Attachment V to Grant Agreement

JOBS REPORTING

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, State Entity is required to report the number of jobs created or retained by the Project. To enable State Entity to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to State Entity as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to State Entity. Information can be recorded by State Entity in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

- (1) The name of the Project.
- (2) The State Entity's contract number, if applicable.
- (3) Reporting Period. The appropriate biennium is to be selected.
- (4) The Agency Number. This will complete the next column with Agency Name.
- (5) Legal Citation for the Authorization.
- (6) Department ID responsible for the Project.
- (7) The Appropriation for the Project.
- (8) The Appropriation Amount.
- (9) Project Start Date.
- (10) Project Completion Date.
- (11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
- (12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
- (13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
- (14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.
 - (i) less than \$10.00,
 - (ii) \$10.01 to \$15.00,
 - (iii) \$15.01 to \$20.00,
 - (iv) \$20.01 to \$25.00,
 - (v) \$25.01 to \$30.00,
 - (vi) \$30.01 to \$35.00,
 - (vii) \$35.01 to \$40.00, or
 - (viii) more than \$40.00.

(15) Jobs.

- a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A "job created" is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A "job retained" means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.
- b. Jobs should be expressed in "full-time equivalents" (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual's employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.
- c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to State Entity.

Requesting Department: Regional Railroad Authority

Committee:

Meeting Date: 12/16/2014

SUBJECT

Legislative Position: Request for \$1 million in State Bond Funds for the Red Rock Corridor – Support

REQUESTED ACTION

1. Approve the legislative position to support the Washington County in its request to the Legislature for \$1 million in State Bond Funds.
2. Authorize Ramsey County Regional Railroad Authority and Ramsey County Intergovernmental Relations staff to work with members of the Legislature and other interested parties to seek the necessary legislation for this proposal.

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 (CTIB) identified the Red Rock Corridor for future transitway investments.

In 2012, the Red Rock Corridor Commission (Commission) completed an Alternatives Analysis Update (AAU) that built upon the alternatives analysis completed in 2007. The 2012 AAU incorporated new demographic and travel data for the study area, and the recommended improvements from the East Metro Rail Capacity Study conducted by the RCRRA. The AAU 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 Union Depot with intermediate stops in Cottage Grove, Newport and St. Paul (Lower Afton Road). 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.

Washington County is the lead agency for the Red Rock Corridor and is managing the pre-project development phase. Further refinement of planning activities, including a detailed implementation plan as outlined in the AAU, will result in the selection of a preferred alternative to advance into the environmental and project development phases of transitway implementation.

Legislative Position: Request for \$1 million in State Bond Funds for the Red Rock Corridor

In order to continue to build momentum, the Washington County is requesting \$1 million in state bond funds for engineering, environmental analysis, and preparation of an application for federal funds for the Red Rock Corridor following the selection of the locally preferred alternative (LPA).

BUDGETARY IMPACT

A local match is not required for state bond funds.

ATTACHMENTS

1. Resolution
2. Red Rock- 2015 Ramsey County State Legislative Request

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

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

8 WHEREAS, The Red Rock Corridor Commission completed its Alternatives Analysis in
9 2007 which identified commuter rail as the preferred long-term transit mode for the Corridor; and

10 WHEREAS, The Red Rock Corridor Commission recently undertook an Alternatives
11 Analysis Update study that incorporated new information with respect to population, travel patterns
12 and infrastructure development; and

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

16 WHEREAS, The Ramsey County Regional Railroad Authority will continue to work with the
17 Red Rock Corridor Commission to plan for future transit improvements in the Red Rock Corridor
18 and the surrounding land uses within the station areas, and

19 WHEREAS, Further refinement of planning activities, including a detailed implementation
20 plan as outlined in the AAU, will result in the selection of a locally preferred alternative to advance
21 into the environmental and project development phases of transitway implementation,

22 WHEREAS, Funding has not yet been secured for the completion of environmental and
23 project development phases; and

24 WHEREAS, The Washington County has requested \$1 million in state bond funds for the
25 completion of engineering and environmental analysis work for the Red Rock Corridor, Now,
26 Therefore, Be It

27 RESOLVED, The Ramsey County Regional Railroad Authority approves the legislative
28 position to support the Washington County in its request to the Legislature for \$1 million in State
29 Bond Funds, and Be It Further

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



RAMSEY COUNTY 2015 LEGISLATIVE PROPOSAL

RED ROCK CORRIDOR

REQUEST:

\$1,000,000 for engineering, environmental analysis, and preparation of an application to seek state bond funds for the Red Rock Corridor transitway post the locally preferred alternative (LPA) decision.

ISSUE:

The Red Rock Corridor has regional, statewide, and national significance as a primary transportation route for automobile, truck, and rail travel. The Metropolitan Council projections for 2030 show the entire length of Highway 61 in the study area as a congested corridor. With the projected traffic growth and no planned improvements, all key locations on Highway 61, including ramps and intersections, are forecasted to be gridlocked during both peak periods in year 2030.

The existing bus service is equally affected by congestion on Highway 61 and I-94. No transit alternative is currently available from Hastings to downtown Saint Paul or downtown Minneapolis. As population and employment increase, demand for transportation also increases. Because of job growth in Minneapolis and Saint Paul, increased mobility and greater access to employment is needed for both downtowns. The project would also provide system connectivity to increase transit destinations for persons using existing and planned transit systems in the Twin Cities area.

An Alternatives Analysis (AA) study was completed in 2007 that recommended expanding bus service, increasing bus frequency and providing additional park and ride facilities as the first steps toward building a stronger transit base in the Corridor. The Red Rock Corridor Commissioner adopted an Alternative Analysis Update (AAU) in March 2014. The AAU recommends Bus Rapid Transit (BRT) as the alternative that is best aligned with the Commission's approved objectives. This recommendation was made in consultation with the Red Rock Corridor Citizens Advisory Committee (CAC) and presentations to the public in a variety of forums and media. The AAU also recommends a staged implementation plan to move toward the development of BRT. By 2030, the corridor is projected to serve of to 2,500 riders per day.

In October 2014, the Red Rock Corridor Commission approved the release of a request for proposals to develop an implementation plan for the Red Rock Corridor, which includes updating station area planning, updating ridership forecasts, developing a detailed financial plan and construction schedule, and pursuing a locally preferred alternative (LPA) for amendment into the transportation policy plan (TPP). Once an LPA is amended into the TPP, the project will be bond eligible for design and construction funds.

This request is for \$1,000,000 in state bond funds for engineering, environmental analysis, and preparation of an application to seek federal funds for the Red Rock Corridor transitway.

FISCAL IMPACT:

Allocation of \$1 million in state funds for engineering would go towards the state's 10% overall share, or approximately \$5 million of the investment in the Red Rock Corridor.

IMPACT ON RAMSEY COUNTY ECONOMIC PROSPERITY GOAL:

Improvements to the transportation system increase regional mobility which provides business with greater access to markets and employees allowing them to grow and increase their workforces. Residents benefit through improved access to jobs and a lower cost for goods/services through more efficient and lower cost transportation options.

PROPOSERS:

Support will come from the Red Rock Corridor Commission, the Metropolitan Council, the Counties Transit Improvement Board (CTIB), and others associated with the implementation of multi-modal transportation options.

OPPOSERS:

Opposition may come from those opposed to expansion of transit in the region. Potentially, residents/businesses adjacent to Hwy 61 and those who perceive a negative impact from additional traffic or from those who perceive a negative impact to natural areas (i.e. Bruce Vento Nature Sanctuary, Pigs Eye) that are located in proximity to the project.

DEPARTMENT CONTACT: (Name, title, email, phone)

Timothy Mayasich

Director

651-266-2762

Timothy.mayasich@co.ramsey.mn.us

Requesting Department: Regional Railroad Authority

Committee:

Meeting Date: 12/16/2014

SUBJECT

Legislative Position: Request for \$3 million in state bond funds for the Gateway Corridor - Support Item

REQUESTED ACTION

1. Approve the legislative position to support Washington County in its request to the Legislature for \$3 million in State Bond Funds.
2. Authorize Ramsey County Regional Railroad Authority and Ramsey County Intergovernmental Relations staff to work with members of the Legislature and other interested parties to seek the necessary legislation for this proposal.

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 (CTIB) have identified the Gateway Corridor for future transitway investments.

The Gateway Corridor is a planned transitway approximately 12 miles in length in Ramsey and Washington Counties. The corridor runs generally parallel to I-94, connecting Union Depot and downtown Saint Paul with Saint Paul's East Side neighborhoods and the suburban communities of Maplewood Landfall, Oakdale, Lake Elmo and Woodbury. Currently, there is limited transit service throughout the day in the Gateway Corridor. The purpose and need of the Gateway Corridor project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the travelling public within the project area.

The Gateway Corridor Commission voted on September 11, 2014 to approve the final recommendation for the Locally Preferred Alternative (LPA) and to submit it to the Metropolitan Council for inclusion in the draft 2040 Transportation Policy Plan. The RCRRA Board held a public hearing on the LPA selection on September 9, 2014 and adopted a resolution of support for the LPA on September 23, 2014. The affected local governments in the Gateway Corridor passed resolutions of support for the recommended LPA.

Gateway support for Washington County \$3M state bond request

Washington County is the lead agency for the Gateway Corridor project and is managing the Draft Environmental Impact Statement (DEIS) work and completion of the Pre-Project Development activities. The next phase of work is Project Development. The estimated cost for Project Development is \$25,000,000 and will take up to two years to complete. Before allowing project sponsors to enter the Project Development phase, the Federal Transit Administration requires project sponsors to demonstrate a financial commitment to fully fund Project Development work. The breakdown is as follows:

State Bond Funds - \$5 million
CTIB - \$15 million
Washington County - \$2.5 million
RCRRA - \$2.5 million

BUDGETARY IMPACT

Action on this item is to support the Washington County state bond request for \$3 million. A local match is not required for state bond funds. Funds are available in the 2014 and 2015 operating budgets for RCRRA's \$2.5 million share.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority action is required to establish legislative positions.

PREVIOUS ACTION

R14-28 passed on September 23, 2014 supported the findings of the Gateway Corridor Draft Environmental Impact Statement and the selection of Bus Rapid Transit in a dedicated guideway as the Locally Preferred Alternative in alignment A-B-C-D2-E2 as chosen by the Gateway Corridor Commission. The resolution also authorized Ramsey County Regional Railroad Authority staff to forward the Resolution to the Washington County Regional Railroad Authority for transmittal to the Metropolitan Council.

R14-25 passed on September 2, 2014 supported Washington County's 2014 grant application to the Counties Transit Improvement Board for \$6 million for Project Development and authorized the expenditure of \$1,000,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

R2014-025 passed on January 14, 2014 by the County Board supported Washington County's request for \$5 million in state bond funds.

R12-07 passed on February 7, 2012 supported the Gateway Corridor Commission's request for \$1 million in state bond funds.

R09-09 passed on March 17, 2009 approved the I-94 Corridor Joint Powers Agreement, authorized a payment in an amount not to exceed \$500,000 for its share of the cost of the agreement.

Gateway support for Washington County \$3M state bond request

ATTACHMENTS

1. Draft Resolution
2. 2015 Ramsey County State Legislative Request

DRAFT RESOLUTION

1 WHEREAS, The Gateway Corridor Commission (commission) was established in March 2009 to
2 address transportation needs in the I-94 corridor in Washington and Ramsey Counties; and

3
4 WHEREAS, The Ramsey County Regional Railroad Authority is a member of the commission; and

5
6 WHEREAS, The Gateway Corridor is the principal east/west route for traffic through Ramsey and
7 Washington Counties; and;

8
9 WHEREAS, The Gateway Corridor project recently received the important Presidential designation
10 as a Federal Infrastructure Permitting Dashboard Project, and;

11
12 WHEREAS, The Gateway Corridor Commission supported the findings of the Gateway Corridor
13 Draft Environmental Impact Statement and selected bus rapid transit in a dedicated guideway as the Locally
14 Preferred Alternative in alignment A-B-C-D2-E2; and

15
16 WHEREAS, All the affected cities and counties in the Gateway Corridor passed resolutions of
17 support for the selected Locally Preferred Alternative; and

18
19 WHEREAS, The draft 2040 Transportation Policy Plan identifies bus rapid transit in a dedicated
20 guideway as the Locally Preferred Alternative for the Gateway Corridor Transitway; and

21
22 WHEREAS, The Locally Preferred Alternative will be one of the Build alternatives identified and
23 studied in the Draft Environmental Impact Statement, and;

24
25 WHEREAS, Following completion of the Draft Environmental Impact Statement, the next phase of
26 work is Project Development where the Locally Preferred Alternative is refined through detailed
27 environmental analysis and preliminary engineering; and

28
29 WHEREAS, A portion of the funding for Project Development has been secured through a state
30 bonding request in the 2014 legislative session and through a grant from the Counties Transit Improvement
31 Board; Now, Therefore, Be It

32
33 RESOLVED, The Ramsey County Regional Railroad Authority approves the legislative position to
34 support Washington County's request to the legislature for \$3 million in state bond funds; and Be It Further

35
36 RESOLVED, The Ramsey County Regional Railroad Authority authorizes Ramsey County
37 Regional Railroad Authority and Ramsey County Intergovernmental Relations staff to work with
38 members of the legislature and other interested parties to seek the necessary legislation for this
39 proposal.



RAMSEY COUNTY 2015 LEGISLATIVE PROPOSAL

TITLE

REQUEST:

\$3,000,000 in state bond funds to be used for Project Development for the Gateway Corridor transitway locally preferred alternative (LPA).

ISSUE:

In 2009, the Ramsey County Regional Railroad Authority became a member of the I-94 Corridor (Gateway) Commission. The Purpose of the Commission is to facilitate the planning and development of the Gateway Corridor transitway that provides increased mobility and access to safe and efficient travel for all area populations and regional travelers, promotes economic development, and job growth, and improves livability while respecting the land use plans and character of the various communities along the Corridor. The Gateway Corridor follows Interstate 94 from the St. Croix River to the Union Depot in St. Paul.

An Alternatives Analysis was completed in 2013. The Alternatives Analysis compared the benefits, costs, and impacts of a variety of transit modes including light rail, commuter rail, bus rapid transit and express bus alternatives. The conclusion of the Alternatives Analysis was to retain two alternatives for study in the Draft Environmental Impact Statement (DEIS): Light Rail Transit (LRT) along I-94 and Hudson Road, and Bus Rapid Transit (BRT) in a dedicated guideway also along I-94 and Hudson Road.

During the preparation of the DEIS, both alternatives were evaluated as to how they would rate against the Federal Transit Administration's New Starts criteria. On September 11, 2014, the Commission adopted the final Gateway Corridor Locally Preferred Alternative (LPA), the BRT alternative in alignment A-B-C-D2-E2. The LPA is a general description of the transit mode and route. The DEIS work will continue through the end of 2015 and will result in the refinement of the alignment of the LPA.

The Gateway Corridor LPA must be included in the region's Transportation Policy Plan (TPP) so that the LPA can proceed to Project Development. Washington County, as the lead agency in the Gateway Corridor Study, has initiated the process to include the LPA in the draft 2040 TPP so that the LPA can be part of the 2040 TPP the Metropolitan Council adopts it in January, 2015. The LPA's inclusion in the adopted 2040 TPP completes the LPA selection process.

The next phase of work is Project Development. The estimated cost for Project Development is \$25,000,000 and will take up to two years to complete. Before allowing project sponsors to enter the Project Development phase, the Federal Transit Administration requires project sponsors to demonstrate a financial commitment to fully fund Project Development work. Washington County is requesting \$3,000,000 in state bond funds for the Project Development

work. This funding would fulfill the state's share of project development costs. The remaining funds will be provided by the Counties Transit Improvement Board, Washington County Regional Railroad Authority, and the Ramsey County Regional Railroad Authority.

FISCAL IMPACT:

\$3,000,000 in state bond funds will be applied toward the cost of Project Development and will fulfill the state's share of the cost. If funding is not provided by the State Legislature, Ramsey County property taxpayers will need to provide up to \$1.5 million in funding to ensure that the Gateway Corridor Project Development phase of work is fully funded and can apply for entry into Project Development. The Federal Transit Administration requires that project sponsors demonstrate that the Project Development phase is fully funded before granting entry into this phase of work.

IMPACT ON RAMSEY COUNTY ECONOMIC PROSPERITY GOAL:

Improvements to the transportation system increase regional mobility which provides business with greater access to markets and employees allowing them to grow and increase their workforces. Residents benefit through improved access to jobs and a lower cost for goods/services through more efficient and lower cost transportation options.

PROPOSERS:

Those who support investment in transit including the Gateway Corridor Commission, Counties and Cities along the Corridor, Met Council, Counties Transit Improvement Board and community groups interested in the expansion of transit opportunities.

OPPOSERS:

Those who do not support transit investment including those with a "highway only" agenda, property owners potentially impacted by the construction of the Locally Preferred Alternative.

DEPARTMENT CONTACT: (Name, title, email, phone)

Kevin Roggenbuck, Senior Transportation Planner
Kevin.roggenbuck@co.ramsey.mn.us
Office: 651-266-2790
Cell: 651-403-3092

Requesting Department: Regional Railroad Authority

Committee: Board of Commissioners

Meeting Date: 12/16/2014

SUBJECT

Legislative Position: Request for \$1 million in State General Funds for the Union Pacific Railroad and BNSF Railway Grade Separation Project

ACTION REQUESTED

1. Approve the legislative position to request \$1 million in State General Funds for the completion of Environmental Analysis and Engineering on the UP/BNSF Grade Separation Project.
2. Approve the Ramsey County Regional Railroad Authority commitment of \$125,000 for completion of Environmental Analysis and Engineering on the UP/BNSF Grade Separation Project
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations
4. Authorize Ramsey County Regional Railroad Authority and Ramsey County Intergovernmental Relations staff to work with legislators and other interested parties to seek the necessary legislation for this proposal.

EXECUTIVE SUMMARY

Freight rail activity from three Class 1 carriers and passenger railroad activity from Amtrak is constrained in the East Metro to certain corridors where acceptable grades allow trains to transition from the Mississippi River to the top of the bluffs. The primary location for this transition is just east of downtown St. Paul and includes Hoffman Interlocking, the Division Street Wye, and Westminster Junction. In the 2012 East Metro Rail Capacity (East Metro) Study, this crossroad was identified as handling more than 10,000 rail cars per day, pulled on more than 110 trains per day, accounting for 5% of the nation's freight volume. Freight traffic has continued to grow and congestion has continued to worsen. Without capacity improvements, average train speeds will degrade, delays will become unpredictable, and safety will decrease as the rail network strains to accommodate the increased train traffic. Additionally, Amtrak passenger service and future high speed rail service utilize these corridors to connect to Milwaukee and Chicago.

UP/BNSF Grade Separation Request

The Ramsey County Regional Railroad Authority has been actively engaging freight railroads and other stakeholders to address capacity, fluidity and safety concerns through the completion of the Union Depot project and the East Metro Study. The RCRRA has taken an active role in the continued pursuit to advance projects from the East Metro Study into environmental, engineering, and ultimately implementation.

One area of particular concern is the section of track between the Division Street Wye, just to the east of Union Depot and north of Hoffman Interlocking north to Westminster Junction at Phalen Boulevard. This area includes the confluence of Burlington Northern Santa Fe Railway (BNSF), Canadian Pacific Railway (CP) and Union Pacific Railroad (UP) mainlines. The UP/BNSF Grade Separation Project would involve the construction of a grade separation that would take UP Altoona Subdivision track underneath the four BNSF mainlines for the Midway and St. Paul Subdivisions. The separation will improve capacity, fluidity, and safety by eliminating a bottleneck on the east metro freight rail network.

The RCRRA has engaged the BNSF, CP and UP to garner support for the project, and all three have agreed to collaborate with the RCRRA to advance the project into environmental analysis and engineering. The estimated cost of the environmental analysis and engineering is \$1.5 million. The railroads have agreed to provide \$375,000 (\$125,000 each) if the RCRRA provides \$125,000 of the cost, leaving \$1 million to be funded by other sources. Funding of the \$125,000 RCRRA portion is available in the 2014 RCRRA operating budget.

While the freight railroads would benefit the most from this project, Amtrak's Empire Builder would also benefit from increased capacity and fluidity in the area around the Depot. Additionally, potential passenger rail would benefit from the environmental analysis and engineering done to determine the ability to expand the number of tracks that could be taken under the BNSF mainlines.

Additional funding is needed to advance this project to improve rail capacity, fluidity, and safety. This portion of the rail network is critical to the efficient movement of goods through the Twin Cities region and the State, and it is important that the State play a role in funding the project. A request of \$1 million in State General Fund dollars to complete the environmental analysis and engineering for the project will make it shovel ready and allow it to seek construction funding in the future.

BUDEGTARY IMPACT

Funds are available for RCRRA's \$125,000 portion in the 2014 RCRRA operating budget.

ATTACHMENTS

1. Resolution
2. Ramsey County Legislative Position - UPBNSF Grade Separation

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority is a political
2 subdivision and local government unit of Minnesota; and
3

4 WHEREAS, The Ramsey County Regional Railroad Authority is working to
5 establish high speed intercity passenger rail service between the Union Depot Multi-
6 modal Transit Hub in St. Paul and Chicago along the current Amtrak Empire Builder
7 route in Minnesota which parallels the Mississippi River; and
8

9 WHEREAS, The Ramsey County Regional Railroad Authority, BNSF Railway,
10 Canadian Pacific Railway (CP), Union Pacific Railroad (UP), Twin Cities and Western
11 Railroad (TC&W), Amtrak, the Red Rock Corridor Commission, Minnesota Department
12 of Transportation, and other stakeholders are partnering in the development of the East
13 Metro Rail Capacity Study (Study), and
14

15 WHEREAS, The Study involves a nationally significant railroad crossroads from
16 St. Paul to Hastings, Minnesota that handles five percent of the nation's freight volume,
17 exports to Canada and Asia, interchanges between BNSF, CP, UP, and TC&W, and the
18 BNSF and CP transcontinental mainlines; and
19

20 WHEREAS, The Study has identified capacity improvements necessary to
21 maintain and enhance freight and passenger rail capacity and fluidity; and
22

23 WHEREAS, The UP/BNSF Grade Separation project is a freight crossroads that
24 is vital to the flow of our nation's freight; and
25

26 WHEREAS, If the capacity is not increased, delays will increase for freight and
27 passenger rail impacting the regional and national economy; and
28

29 WHEREAS, To improve the flow of our nation's freight and create needed
30 capacity for future growth by separating UP and BNSF mainline movements by
31 constructing a grade separation of UP and BNSF track; and
32

33 WHEREAS, The completion of Environmental Analysis and Engineering for the
34 grade separation is estimated at \$1.5 million and requires private and public funding;
35 and
36

37 WHEREAS, The Ramsey County Regional Railroad Authority has secured
38 commitments from BNSF, CP and UP to provide \$375,000 (\$125,000 each) if the
39 RCRRA provides \$125,000 and an additional \$1 million in funding can be secured; and
40

41 WHEREAS, State of Minnesota will see substantial benefit through improved
42 train speeds, reduced freight delay and increased safety from this project; and
43

44 WHEREAS, The State of Minnesota should be a funding partner in the
45 completion of environmental analysis and engineering for the UP/BNSF Grade
46 Separation. Now, Therefore, Be It
47

48 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the
49 submittal of a \$1 million request for State General Funds for the completion of
50 Environmental Analysis and Engineering on the UP/BNSF Grade Separation Project,
51 and Be, It, Further
52

53 RESOLVED, The Ramsey County Regional Railroad Authority approves the
54 Ramsey County Regional Railroad Authority commitment of \$125,000 for the
55 completion of Environmental Analysis and Engineering on the UP/UP BNSF Grade
56 Separation Project; and Be, It, Further
57

58 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the
59 County Manager to make all necessary budget adjustments including increasing
60 estimated revenues and appropriations; and Be, It, Further
61

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



RAMSEY COUNTY 2015 LEGISLATIVE PROPOSAL

Attachment #2

TITLE

REQUEST:

\$1,000,000 for the environmental analysis and design of capacity and fluidity improvements associated with grade separation of Union Pacific Railroad and BNSF Railway track between Westminster Junction and Division Street/Hoffman Interlocking.

ISSUE:

Freight rail activity in the East Metro Area from three Class 1 carriers and passenger railroad activity from Amtrak is constrained to certain corridors where acceptable grades allow trains to transition from the Mississippi River to the top of the bluffs. The primary location for this transition is just east of St. Paul, or the East Metro Area. This crossroads handles more than 10,000 rail cars a day pulled on more than 110 trains per day, or 5% of the nation's freight volume. Freight rail lines are congested through this area today and without improvements, the average train speed will degrade as rail traffic increases. The East Metro Area is also the route for Amtrak passenger service and the chosen route for future high speed rail service to Milwaukee and Chicago.

FISCAL IMPACT:

This funding will implement solutions to increase rail capacity and remove bottlenecks to accommodate the significant growth in freight traffic in the East Metro. These improvements will benefit freight rail movement, existing passenger rail, and future transitway corridors being analyzed by the Ramsey County Regional Railroad Authority. Improvements are critical to mobility and benefit the regional and state economies as 5% of the nation's freight rail volume travels through the rail network near the Union Depot.

IMPACT ON RAMSEY COUNTY ECONOMIC PROSPERITY GOAL:

Improvements to the transportation system increase regional mobility which provides business with greater access to markets and employees allowing them to grow and increase their workforces. Residents benefit through improved safety, access to jobs, and a lower cost for goods/services through more efficient and lower cost transportation options.

PROPOSERS:

The railroads that operate trains originating, terminating and running through the East Metro Area; BNSF Railway, Canadian Pacific Railway and Union Pacific Railroad, Twin Cities and Western Railroad, Amtrak, and their customers. BNSF, Canadian Pacific, Union Pacific and RCRRA have agreed to provide \$125,000 each (\$500,000 total) to match the \$1,000,000 in state funds to complete the environmental analysis and design for the project. Additionally, cities and counties along the corridor that will see improved efficiency on the rail network through their jurisdictions.

OPPOSERS:

Potentially, residents/businesses adjacent to the track and those who perceive a negative impact from additional train traffic or from those who perceive a negative impact to natural areas (I.e. Bruce Vento Nature Sanctuary) that are located in proximity to the project.

DEPARTMENT CONTACT: (Name, title, email, phone)

Timothy Mayasich

Director

651-266-2762

Timothy.mayasich@co.ramsey.mn.us

5

Requesting Department: Regional Railroad Authority

Committee: Regional Railroad Authority

Meeting Date: 12/16/2014

SUBJECT

Approval of 2015 operating budget and the 2015 tax levy for the Ramsey County Regional Railroad Authority

ACTION REQUESTED

1. Approve the 2015 budget of \$22,450,735.
2. Approve the 2015 tax levy in the amount of \$19,143,354.

EXECUTIVE SUMMARY

Ramsey County Regional Railroad Authority (RCRRA) certified a proposed maximum tax levy of \$19,143,354 for 2015 on September 19, 2014. The proposed levy is a \$90,047 or 0.48% increase from last year's levy of \$19,053,307.

The \$22,450,735 budget for 2015 was approved on December 17, 2013.

Significant events, which influence the levy and 2015 budget are:

1. Debt service payments for \$20 million in 2012 bank loans
2. Operating costs for the Union Depot.

The 2015 RCRRA budget is consistent with the plan for capital improvements that the RCRRA agreed to in 2005.

COUNTY MANAGER COMMENTS

The County Manager recommends approval.

The 2015 RCRRA budget and tax levy must be adopted prior to the end of 2014.

PREVIOUS ACTION

RCRRA adopted the 2015 budget of \$22,450,735 on December 17, 2013 and certified a proposed maximum levy of \$19,143,354 on September 9, 2014.

Approval of 2015 operating budget and the 2015 tax levy for the RCRRA

ATTACHMENTS

1. Draft Resolution
2. 2015 Budget

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority was organized by
 2 Resolution 87-230, April 20, 1987, Board of Ramsey County Commissioners, pursuant to
 3 Minnesota Statutes, 1986, Chapter 398A, as a political subdivision and local government unit of
 4 Minnesota, to exercise thereunder part of the sovereign power of the state; and
 5

6 WHEREAS, The Ramsey County Regional Railroad Authority adopted the County's plan
 7 to develop and implement two year budgets beginning in 2006; and
 8

9 WHEREAS, The Ramsey County Regional Railroad Authority, on December 17, 2013,
 10 approved the 2015 Proposed Budget of \$22,450,735; and
 11

12 WHEREAS, the Ramsey County Regional Railroad Authority certified the maximum tax
 13 levy of \$19,143,354 by Resolution R14-26, on September 19, 2014, to finance the 2015 budget;
 14 and
 15

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

21 RESOLVED, The Ramsey County Regional Railroad Authority approves the 2015
 22 budget of \$22,450,735; And Be It Further
 23

24 RESOLVED, The Ramsey County Regional Railroad Authority approves the 2015 tax
 25 levy in the amount of \$19,143,354 as summarized below:
 26

	RCRRA Operations	CIP	Debt Service	2015 RCRRA Total	
27					
28					
29					
30	Gross Budget	\$12,170,735	\$ 3,300,000	\$6,980,000	\$ 22,450,735
31	Less – Revenues	- 1,732,638	- 150,000	- 0	- 1,882,638
32	Subtotal	\$ 10,438,097	\$ 3,150,000	\$6,980,000	\$ 20,568,097
33	Minus– Fund Balance	- 0	- 2,005,397	- 0	- 2,005,397
34	Subtotal	\$ 10,438,097	\$ 1,144,603	\$6,980,000	\$ 18,562,700
35	Plus – Estimated Tax				
36	Delinquency	+ 208,762	+ 22,892	+ 349,000	+ 580,654
37	Total Tax Levy	\$ 10,646,859	\$ 1,167,495	\$7,329,000	\$ 19,143,354

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

BUDGET SUMMARY

	2012 Actual	2013 Approved	2014 Approved	2015 Approved
Expenditure/Appropriation	63,395,561	20,500,289	29,868,241	22,450,735
Revenue/Estimated Revenue	52,197,988	1,062,456	1,427,584	1,882,638
Fund Balance	8,311,791	24,159	(9,867,562)	(2,005,397)
RCRRA Tax Levy	19,460,831	19,461,992	18,573,095	18,562,700
Allowance for Uncollectible Taxes	477,980	476,819	480,212	580,654
Total RCRRA Tax Levy	19,938,811	19,938,811	19,053,307	19,143,354

Inc/(Dec) from Previous Year
% Inc/-Dec from Previous Year

Inc/(Dec) for 2 Years
% Inc/-Dec for 2 Years

TAX LEVY SUMMARY BY BUDGET

	2012 Actual	2013 Approved	2014 Approved	2015 Approved
OPERATING BUDGET				
Total Expenditure/Appropriation	2,861,863	8,632,289	11,777,624	12,170,735
Total Revenue/Estimated Revenue	108,152	1,062,456	1,427,584	1,732,638
Fund Balance	-	-	-	-
Operating Tax Levy	2,753,711	7,569,833	10,350,040	10,438,097
Allowance for Uncollectible Taxes	67,466	185,461	207,001	208,762
Total Operating Tax Levy	2,821,177	7,755,294	10,557,041	10,646,859

Inc/(Dec) from Previous Year
% Inc/-Dec from Previous Year

Inc/(Dec) for 2 Years
% Inc/-Dec for 2 Years

	2012 Actual	2013 Approved	2014 Approved	2015 Approved
CAPITAL PROJECTS				
Total Capital Projects Appropriation	60,485,165	11,700,000	14,465,617	3,300,000
Total Revenue/Estimated Revenue	52,089,836	-	-	150,000
Fund Balance	8,311,791	24,159	(9,867,562)	(2,005,397)
Capital Tax Levy	16,707,120	11,724,159	4,598,055	1,144,603
Allowance for Uncollectible Taxes	409,324	287,242	91,961	22,892
Total Capital Tax Levy	17,116,444	12,011,401	4,690,016	1,167,495

Inc/(Dec) from Previous Year
% Inc/-Dec from Previous Year

Inc/(Dec) for 2 Years
% Inc/-Dec for 2 Years

	2012 Actual	2013 Approved	2014 Approved	2015 Approved
DEBT SERVICE				
Total Debt Service payments	48,533	168,000	3,625,000	6,980,000
Total Revenue/Estimated Revenue	-	-	-	-
Fund Balance	-	-	-	-
Debt Service Tax Levy	48,533	168,000	3,625,000	6,980,000
Allowance for Uncollectible Taxes	1,189	4,116	181,250	349,000
Total Debt Service Tax Levy	49,722	172,116	3,806,250	7,329,000

Inc/(Dec) from Previous Year
% Inc/-Dec from Previous Year

Inc/(Dec) for 2 Years
% Inc/-Dec for 2 Years

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

Code	Title	2012 Actual	2013 Approved	2014 Approved	2015 Approved
OPERATING BUDGET					
150101	Regional Railroad Administration	1,705,637	1,516,964	1,609,516	1,752,455
150201	Central Corridor	159,321	67,000	48,500	-
150301	Union Depot	726,778	5,279,240	7,781,071	7,682,888
150401	Diagonal Property - Roseville	428	5,000	2,500	2,500
150402	NE Corridor Maintenance Kellogg to Beam	55,465	72,485	76,237	77,992
150501	Rush Line Corridor	8,504	298,200	145,800	45,300
150601	Red Rock Corridor	21,594	38,800	88,200	87,600
150701	Robert Street Corridor	2,847	225,800	274,200	322,600
150801	Gateway Corridor	154,296	798,200	147,050	95,900
150901	Passenger Rail	26,993	298,200	1,555,150	1,554,100
151001	Riverview Corridor	-	32,400	49,400	549,400

Total Expenditure/Appropriation RCRRA	2,861,863	8,632,289	11,777,624	12,170,735
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REVENUE/ESTIMATED REVENUE SUMMARY BY DIVISION

Code	Title	2012 Actual	2013 Approved	2014 Approved	2015 Approved
OPERATING BUDGET					
150101	Regional Railroad Administration	12,282	30,000	6,000	7,000
150301	Union Depot	70,122	1,018,056	1,406,184	1,709,238
150402	NE Corridor Maintenance Kellogg to Beam	24,726	14,000	15,000	16,000
150501	Rush Line Corridor	1,022	400	400	400
Total Revenue/Estimated Revenue		108,152	1,062,456	1,427,584	1,732,638

Fund Balance

RCRRA OPERATING TAX LEVY SUMMARY

Tax Levy	2,753,711	7,569,833	10,350,040	10,438,097
Allowance for Uncollectible Tax	67,465	185,460	207,001	208,762
Net Tax Levy	2,821,176	7,755,293	10,557,041	10,646,859

Inc/(Dec) from Previous Year	2,801,748	89,818
% Inc/-Dec from Previous Year	36.1%	0.9%

Inc/(Dec) for 2 Years	2,891,566
% Inc/-Dec for 2 Years	37.3%

5

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
17801 - CAPITAL PROJECTS

EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

Code	Title	2012 Actual	2013 Approved	2014 Approved	2015 Approved
CAPITAL PROJECTS					
150280	Central Corridor PE	11,200,217	11,200,000	13,665,617	-
150380	Union Depot	49,284,948	-	-	-
150480	Property Acquisition	-	500,000	500,000	500,000
150580	Rush Line DEIS	-	-	-	1,500,000
150880	Gateway Corridor PE	-	-	-	1,000,000
15XXX	Capital Reserves	-	-	300,000	300,000
	Total Capital Projects	60,485,165	11,700,000	14,465,617	3,300,000

Inc/(Dec) from Previous Year 2,765,617 (11,165,617)
% Inc/-Dec from Previous Year 23.6% (1)

Inc/(Dec) for 2 Years (8,400,000)
% Inc/-Dec for 2 Years -71.8%

REVENUE/ESTIMATED REVENUE SUMMARY BY DIVISION

Code	Title	2012 Actual	2013 Approved	2014 Approved	2015 Approved
CAPITAL PROJECTS					
150380	Participation - Construction	19,946	-	-	-
150380	Participation - Other	53,668	-	-	-
150380	Special Projects - Federal	32,008,486	-	-	-
150380	Rocover - Current Years Expense	7,736	-	-	-
150380	Proceeds from Commercial Loan	20,000,000	-	-	-
150580	Participation - Other	-	-	-	150,000
	Total Capital Projects	52,089,836	-	-	150,000

Inc/(Dec) from Previous Year - 150,000
% Inc/-Dec from Previous Year #DIV/0! #DIV/0!

Inc/(Dec) for 2 Years 150,000
% Inc/-Dec for 2 Years #DIV/0!

RCRRA CAPITAL TAX LEVY SUMMARY

Subtotal Capital Budget Levy	8,395,329	11,700,000	14,465,617	3,150,000
Fund Balance	8,311,791	24,159	(9,867,562)	(2,005,397)
Tax Levy	16,707,120	11,724,159	4,598,055	1,144,603
Allowance for Uncollectible Tax	409,324	287,242	91,961	22,892
Net Tax Levy	17,116,444	12,011,401	4,690,016	1,167,495

Inc/(Dec) from Previous Year (7,321,385) (3,522,521)
% Inc/-Dec from Previous Year -61.0% -75.1%

Inc/(Dec) for 2 Years (10,843,906)
% Inc/-Dec for 2 Years -90.3%

6

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
16801-840401 - RCRRA DEBT SERVICE

EXPENDITURE/APPROPRIATION SUMMARY

Code	Title	2012 Actual	2013 Approved	2014 Approved	2015 Approved
424605	Interest	48,533	168,000	365,000	280,000
491701	Principal	-	-	3,260,000	6,700,000
	Total Expenditures/Appropriations	48,533	168,000	3,625,000	6,980,000
	Inc/(Dec) from Previous Year			-	3,355,000
	% Inc/(Dec) from Previous Year			N/A	N/A
	Inc/(Dec) for 2 Years			-	
	% Inc-Dec for 2 Years			N/A	N/A

REVENUE/ESTIMATED REVENUE SUMMARY

Code	Title	2012 Actual	2013 Approved	2014 Approved	2015 Approved
	Revenue/Estimated Revenues	-	-	-	-
	Total Revenues/Estimated Revenues	-	-	-	-
	Inc/(Dec) from Previous Year			-	-
	% Inc/(Dec) from Previous Year			N/A	N/A
	Inc/(Dec) for 2 Years			-	-
	% Inc-Dec for 2 Years			N/A	N/A

RCRRA DEBT SERVICE TAX LEVY

Tax Levy	48,533	168,000	3,625,000	6,980,000
Allowance for Uncollectible Taxes	1,189	4,116	181,250	349,000
Total Tax Levy	49,722	172,116	3,806,250	7,329,000
Inc/(Dec) from Previous Year			-	3,522,750
% Inc/(Dec) from Previous Year			N/A	N/A
Inc/(Dec) for 2 Years			-	7,156,884
% Inc-Dec for 2 Years			N/A	N/A

PERSONNEL SUMMARY BY DIVISION

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	2012	2013	2014	2015
Permanent FTE	Budget	Approved	Approved	Approved
Director	1.00	1.00	1.00	1.00
Administrative Secretary II	1.00	1.00	1.00	1.00
Senior Transportation Planner	1.00	1.00	1.00	1.00
Transit Project Manager	1.00	1.00	1.00	1.00
Administrative Assistant III	0.80	0.80	1.00	1.00
Public Information Associate	1.00	1.00	0.00	0.00
Engineer IV	1.00	1.00	0.00	0.00
Planning Specialist II	1.00	1.00	1.00	1.00
*Project Manager	1.00	1.00	0.00	0.00
Public Communications Manager	0.00	0.00	1.00	1.00
Real Estate Asset Manager	0.00	0.00	1.00	1.00
Total FTE	8.80	8.80	8.00	8.00

Inc/(Dec) from Previous Year

(0.80)

-

Inc/(Dec) for 2 Years

(0.80)

(0.80)

Notes:

* - Starred position.

PROGRAM / SERVICE ALLOCATION (2015 PROPOSED)

REGIONAL RAILROAD AUTHORITY

Program / Service	Mand./ Discr.	2015 Proposed			
		FTE's	Budget	Financing	Levy
Administration	D	3.65	1,752,455	7,000	1,745,455
Central Corridor	D	0.00	-	-	-
Union Depot	D/M	2.00	7,682,888	1,709,238	5,973,650
Other Corridor Projects	D	2.15	2,735,392	16,400	2,718,992
Capital Projects					
Union Depot	D/M	0.00	-	-	-
Central Corridor	LO	0.00	-	-	-
Property Acquisition	D	0.00	500,000	-	500,000
Rush Line DEIS	D	0.10	1,500,000	1,109,953	390,047
Gateway Corridor PE	D	0.10	1,000,000	1,000,000	-
Capital Reserves	D	0.00	300,000	-	300,000
Debt Service	LO	0.00	6,980,000	-	6,980,000
		8.00	22,450,735	3,842,591	18,608,144

SUMMARY

		Levy %	FTE's	Budget	Financing	Levy
Total Mandated	M	0.0%	0.00	-	-	-
Total Mandated/Discretionary	M/D	0.0%	0.00	-	-	-
Total Discretionary/Mandated	D/M	32.1%	2.00	7,682,888	1,709,238	5,973,650
Total Discretionary	D	30.4%	6.00	7,787,847	2,133,353	5,654,494
Total Legal Obligations	LO	37.5%	0.00	6,980,000	-	6,980,000
			8.00	22,450,735	3,842,591	18,608,144
2014 Approved Budget			8.00	29,868,241	11,295,146	18,573,095
Inc/(Dec) from 2014 Year			-	(7,417,506)	(7,452,555)	35,049
% Inc/(Dec) from 2014 Year			0.0%	-24.8%	-66.0%	0.2%

KEY: M = Program and Service Level is Mandated; M/D = Program is Mandated, Service Level is Discretionary;
D/M = Program is Discretionary, Service Level is Mandated; D = Program and Service Level is Discretionary

**PROGRAM / SERVICE ALLOCATION (2015 PROPOSED)
CHANGE FROM 2014 APPROVED BUDGET**

REGIONAL RAILROAD AUTHORITY

Program / Service	Change from 2014 Approved Budget			
	FTE's	Budget	Financing	Levy
Administration (RCRRA)	0.05	142,939	1,000	141,939
Central Corridor	(0.05)	(48,500)	-	(48,500)
Union Depot	-	(98,183)	303,054	(401,237)
Other Corridor Projects	(0.10)	396,855	1,000	395,855
Capital Projects				
Union Depot	-	-	-	-
Central Corridor	(0.10)	(13,665,617)	-	(13,665,617)
Property Acquisition	-	-	-	-
Rush Line DEIS	0.10	1,500,000	150,000	1,350,000
Gateway Corridor PE	0.10	1,000,000	-	1,000,000
Capital Reserves	-	-	-	-
Debt Service	-	3,355,000	-	3,355,000
Fund Balance	-	-	(7,907,609)	7,907,609
Inc(Dec) from 2014 Year	(0.00)	(7,417,506)	7,452,555	35,049
% Inc(Dec) from 2014 Year	0.0%	-24.8%	66.0%	0.2%