



Ramsey County Regional Railroad Authority.
Records.

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The Ramsey County Regional Railroad Authority met in regular session at 9:37 AM with the following members present: Carter, Huffman, McDonough, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, County Attorney.

1. Approval of the October 6, 2015 agenda

VOTING

Motion by: Blake Huffman

Second by: Toni Carter

Commissioners	YES	NO	ABSENT	RECUSE
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo			x	
Ortega, Rafael	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

2. Approve Minutes from September 22, 2015

VOTING

Motion by: Jim McDonough

Second by: Toni Carter

Commissioners	YES	NO	ABSENT	RECUSE
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo			x	
Ortega, Rafael	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Robert Street Transitway Alternatives Study Presentation (Discussion can be found on archived video)

4. Robert St. Transitway Alternatives Study (R2015-21)

VOTING

Motion by: Toni Carter

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo			x	
Ortega, Rafael	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has supported the Robert Street Corridor through its pre-project development phase; and

WHEREAS, The Dakota County Regional Railroad Authority and the Ramsey County Regional Railroad Authority have partnered to conduct the Robert St. Transitway Alternatives Study, formalized through the execution of a Joint Powers Agreement in August 2011; and

WHEREAS, In July 2012, the Dakota County Regional Railroad Authority and Ramsey County Regional Railroad Authority commenced the Robert St. Transitway Alternatives Study compliant with the Federal Transit Administration's New Starts program; and

WHEREAS, The Joint Powers Agreement has defined an oversight structure for the Robert St. Transitway Alternatives Study that established a Steering Committee and Technical Advisory Committee co-chaired by the Dakota County Regional Railroad Authority and Ramsey County Regional Railroad Authority and incorporated municipalities and agencies within the study area into the evaluation and decision making processes of the Robert St. Transitway Alternatives Study; and

WHEREAS, The Robert St. Transitway Alternatives Study established a study framework based on goals formed by the Steering Committee that guided a technical analysis evaluating numerous potential route alignments and modes; and

WHEREAS, The Robert St. Transitway Alternatives Study produced a limited number of alternatives for detailed analysis and consideration by the Steering Committee; and

WHEREAS, The Robert St. Transitway Alternatives Study incorporated numerous opportunities for public and stakeholder involvement throughout the course of the study, including open house meetings, stakeholder presentations, and regular distribution of information on the Alternatives Analysis through email and website communications; and

WHEREAS, The Robert St. Transitway Alternatives Study evaluation process developed and overseen by the Steering Committee and Technical Advisory Committee identified two alternatives, Arterial Bus Rapid Transit and Modern Streetcar, that can meet the goals established for the project; and

WHEREAS, The Steering Committee has acted to conclude the Robert St. Transitway Alternatives Study without selecting a Locally Preferred Alternative; and

WHEREAS, The Steering Committee determined that both Arterial Bus Rapid Transit and Modern Streetcar needed additional analysis on the impacts of land use planning, economic development, regional policy and applicability to the Federal Transit Administration's New Starts/Small Starts process. Now, Therefore,

BE IT RESOLVED, The Ramsey County Regional Railroad Authority accepts the Robert St. Transitway Alternatives Study and supports the decision by the Steering Committee to conclude the Robert St. Transitway Alternatives Study with two alternatives that will be carried forward for consideration in further study at a later date.

CORRIDOR UPDATES (Discussion can be found on archived video.)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:25 am


Sandra Jacobson
Administrative Secretary

Regional Railroad Authority Meeting
October 6, 2015 – ROLL CALL

created these
minutes on
10.8.15

Call to Order: 9:13

1. ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Toni Carter	☒	
Blake Huffman	☒	
Jim McDonough	☒	
Mary Jo McGuire		☒
Victoria Reinhardt	☒	
Janice Rettman	☒	
Rafael Ortega	☒	

+ Julie Kleinschmidt
& Paul Zisla

2. Agenda of October 6, 2015 is presented for approval

Moved: BH Seconded: TC

	YEA	NAY	ABSENT
Victoria Reinhardt	☒		
Janice Rettman	☒		
Toni Carter	☒		
Blake Huffman	☒		
Jim McDonough	☒		
Mary Jo McGuire			☒
Rafael Ortega	☒		

3. Minutes from September 22, 2015 are presented for approval

Moved: JM Seconded: TC

	YEA	NAY	ABSENT
Victoria Reinhardt	☒		
Janice Rettman	☒		
Toni Carter	☒		
Blake Huffman	☒		
Jim McDonough	☒		
Mary Jo McGuire			☒
Rafael Ortega	☒		

4. Robert Street Transitway Alternatives Study Presentation - Joe Morneau

No voting. For information and discussion only.

5. Robert Street Transitway Alternatives Study

Moved:

TC

Seconded:

JM & VR

	YEA	NAY	ABSENT
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Mary Jo McGuire	☐	☐	☒
Rafael Ortega	☒	☐	☐

CORRIDOR UPDATES

- MIPRC Conference update
HSR - Letter from WISDOT - still waiting for it
- CTIB update
Rush Line Open Houses

Meeting adjourned at 10:25 AM/PM



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

REGIONAL RAILROAD AUTHORITY

Tuesday, October 06, 2015
Immediately following the County Board Meeting
Council Chambers – Third Floor Court House

1. ROLL CALL

2. Agenda of October 6, 2015 is presented for approval

Approve agenda for October 6, 2015.

3. Minutes from September 22, 2015 are presented for approval

Approve minutes of September 22, 2015.

4. Robert Street Transitway Alternatives Study Presentation

None. For information and discussion only.

5. Robert St. Transitway Alternatives Study

1. Accept the Robert St. Transitway Alternatives Study and support the decision by the Steering Committee to conclude the Robert St. Transitway Alternatives Study with two alternatives that will be carried forward for consideration in further study at a later date.

CORRIDOR UPDATES

ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-42

Committee: Regional Railroad Authority

Meeting Date: 10/6/2015

SUBJECT

Agenda of October 6, 2015 is presented for approval

REQUESTED ACTION

Approve agenda for October 6, 2015.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-43

Committee: Regional Railroad Authority

Meeting Date: 10/6/2015

SUBJECT

Minutes from September 22, 2015 are presented for approval

REQUESTED ACTION

Approve minutes of September 22, 2015.

ATTACHMENTS

1. 9-22-2015 RRA Board Minutes

The Ramsey County Board of Commissioners met in regular session at 10:37 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, County Attorney.

ROLL CALL

1. **ROLL CALL**
2. **Agenda of September 22, 2015 is presented for approval**

VOTING

Motion by: Jim McDonough
Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

3. **Minutes from September 8, 2015 are presented for approval**

Motion by: Victoria Reinhardt
Second by: Janice Rettman

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

4. **River Balcony Presentation**

Discussion can be found on archived video.

5. **Washington County CTIB Application for Red Rock Corridor Implementation**

Plan

Motion by: Toni Carter

Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

6. Washington County CTIB Application for Gateway Corridor Project Support Activities

Motion by: Victoria Reinhardt

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

7. Washington County CTIB application for Gateway Corridor Project Development

Motion by: Jim McDonough

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

8. RCRRA 2015 Funding Commitment to Minnesota High Speed Rail Commission

Motion by: Janice Rettman

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			

Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

9. Request for Proposals for On-Call Engineering Services at Union Depot

Motion by: Janice Rettman

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

10. Issue a Request for Proposals for Federal Intergovernmental Relations Consulting Assistance

Motion by: Jim McDonough

Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

11. Issue a Request for Proposals for State Intergovernmental Relations Consulting Assistance

Motion by: Mary Jo McGuire

Second by: Toni Carter

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

CORRIDOR UPDATES

Discussion can be found on archived video.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 11:17 am.

Sandra Jacobson
Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-41

Committee: Regional Railroad Authority

Meeting Date: 10/6/2015

SUBJECT

Robert St. Transitway Alternatives Study

REQUESTED ACTION

1. Accept the Robert St. Transitway Alternatives Study and support the decision by the Steering Committee to conclude the Robert St. Transitway Alternatives Study with two alternatives that will be carried forward for consideration in further study at a later date.

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 Robert Street Corridor for future transitway investments.

RCRRA, with its Robert Street Corridor partner the Dakota County Regional Railroad Authority (DCRRA), began investigating potential benefits of improved transit services and facilities within the corridor in March 2007 through the development of the Robert Street Transitway Feasibility Study. In March 2011, DCRRA was awarded a grant by the Federal Transit Administration in the amount of \$1.18 million to conduct a federally compliant Alternatives Analysis Study for the Robert Street Corridor. In July 2011, RCRRA approved a Joint Powers Agreement (JPA) that formalized a relationship with DCRRA for the duration of the Alternatives Analysis Study. The JPA outlined the manner in which RCRRA and DCRRA would lead the study, how RCRRA and DCRRA would work collaboratively to recommend a locally preferred alternative and a governance structure that included a creation of a Steering Committee, Technical Advisory Committee and Project Management Team.

Since the creation of the JPA, the Steering and Technical Advisory committees have met to review and discuss the outcomes of the analysis. On April 16, 2015, The Steering Committee met for the last time. At this meeting, committee members were presented with a brief overview of the findings from the technical evaluation followed by a discussion on additional work necessary to reach a consensus on the Locally

Robert St. Transitway Alternatives Study

Preferred Alternative (LPA). An LPA was not recommended, but instead identified two alternatives for additional analysis. These alternatives are:

- Arterial Bus Rapid Transit on Robert Street between Union Depot and the Dakota County Northern Service Center
- Modern Streetcar on Robert Street between Union Depot and the Dakota County Northern Service Center

Following discussion on the findings of the Robert St. Transitway Alternatives Study, the committee acted to conclude the Study without selecting a LPA and forwarded the conclusions of the Study to the DCRRA and RCRRRA for their adoption. The next steps in the near-term include revisiting local planning efforts to better understand the extent of changes desired and how transit can assist and reviewing the streetcar policy and plans currently under consideration by the Metropolitan Council. In the long-term, the technical evaluation process would be revisited based on comprehensive plan changes and population projections.

Following the adoption of the study, the committee determined that it should continue to meet informally one to two times per year to discuss local planning work and policy issues impacting the corridor.

RCRRRA Project staff continues to coordinate with the DCRRA and the cities of Saint Paul and West St. Paul on the needs and opportunities for transit in the Robert Street Corridor.

BUDGETARY IMPACT

None.

COUNTY MANAGER COMMENTS

The Robert Street Corridor is a component of the larger transitway network connecting at Union Depot to provide Ramsey County residents and businesses access to the larger Twin Cities Metropolitan Area.

PREVIOUS ACTION

On July 11, 2011, by Resolution # R11-25, the Ramsey County Regional Railroad Authority approved the Robert Street Corridor Joint Powers Agreement.

ATTACHMENTS

1. Draft Resolution

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has supported the Robert Street Corridor through its pre-project development phase; and

WHEREAS, The Dakota County Regional Railroad Authority and the Ramsey County Regional Railroad Authority have partnered to conduct the Robert St. Transitway Alternatives Study, formalized through the execution of a Joint Powers Agreement in August 2011; and

WHEREAS, In July 2012, the Dakota County Regional Railroad Authority and Ramsey County Regional Railroad Authority commenced the Robert St. Transitway Alternatives Study compliant with the Federal Transit Administration's New Starts program; and

WHEREAS, The Joint Powers Agreement has defined an oversight structure for the Robert St. Transitway Alternatives Study that established a Steering Committee and Technical Advisory Committee co-chaired by the Dakota County Regional Railroad Authority and Ramsey County Regional Railroad Authority and incorporated municipalities and agencies within the study area into the evaluation and decision making processes of the Robert St. Transitway Alternatives Study; and

WHEREAS, The Robert St. Transitway Alternatives Study established a study framework based on goals formed by the Steering Committee that guided a technical analysis evaluating numerous potential route alignments and modes; and

WHEREAS, The Robert St. Transitway Alternatives Study produced a limited number of alternatives for detailed analysis and consideration by the Steering Committee; and

WHEREAS, The Robert St. Transitway Alternatives Study incorporated numerous opportunities for public and stakeholder involvement throughout the course of the study, including open house meetings, stakeholder presentations, and regular distribution of information on the Alternatives Analysis through email and website communications; and

WHEREAS, The Robert St. Transitway Alternatives Study evaluation process developed and overseen by the Steering Committee and Technical Advisory Committee identified two alternatives, Arterial Bus Rapid Transit and Modern Streetcar, that can meet the goals established for the project; and

WHEREAS, The Steering Committee has acted to conclude the Robert St. Transitway Alternatives Study without selecting a Locally Preferred Alternative; and

WHEREAS, The Steering Committee determined that both Arterial Bus Rapid Transit and Modern Streetcar needed additional analysis on the impacts of land use planning, economic development, regional policy and applicability to the Federal Transit Administration's New Starts/Small Starts process. Now, Therefore,

BE IT RESOLVED, The Ramsey County Regional Railroad Authority accepts the Robert St. Transitway Alternatives Study and supports the decision by the Steering Committee to conclude the Robert St. Transitway Alternatives Study with two alternatives that will be carried forward for consideration in further study at a later date.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-44

Committee: Regional Railroad Authority

Meeting Date: 10/6/2015

SUBJECT

Robert Street Transitway Alternatives Study Presentation

REQUESTED ACTION

None. For information and discussion only.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority 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 Robert St. Corridor for future transitway investments.

Joe Morneau from Dakota County Regional Railroad Authority will give a presentation on the findings of the Robert St. Transitway Alternatives Study.

BUDGETARY IMPACT

None.

COUNTY MANAGER COMMENTS

None.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Robert St Alternatives Analysis Presentation

ROBERT ST

TRANSITWAY ALTERNATIVES STUDY

ALTERNATIVES ANALYSIS UPDATE OCTOBER 6, 2015

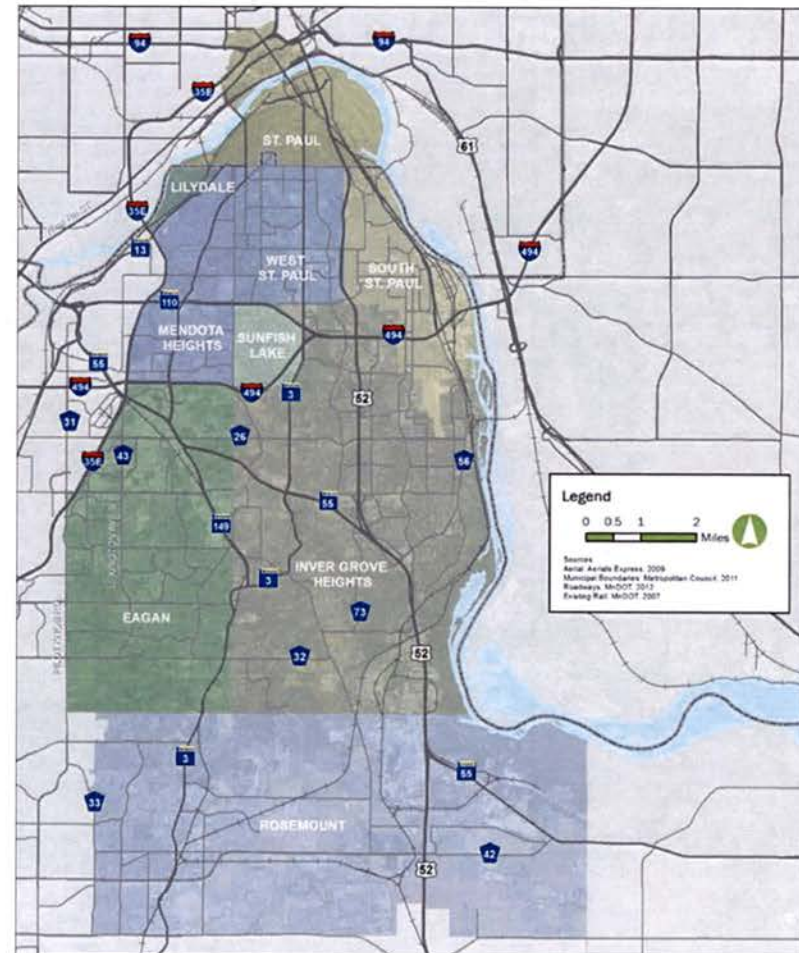


DCRRA Dakota County
Regional Railroad Authority



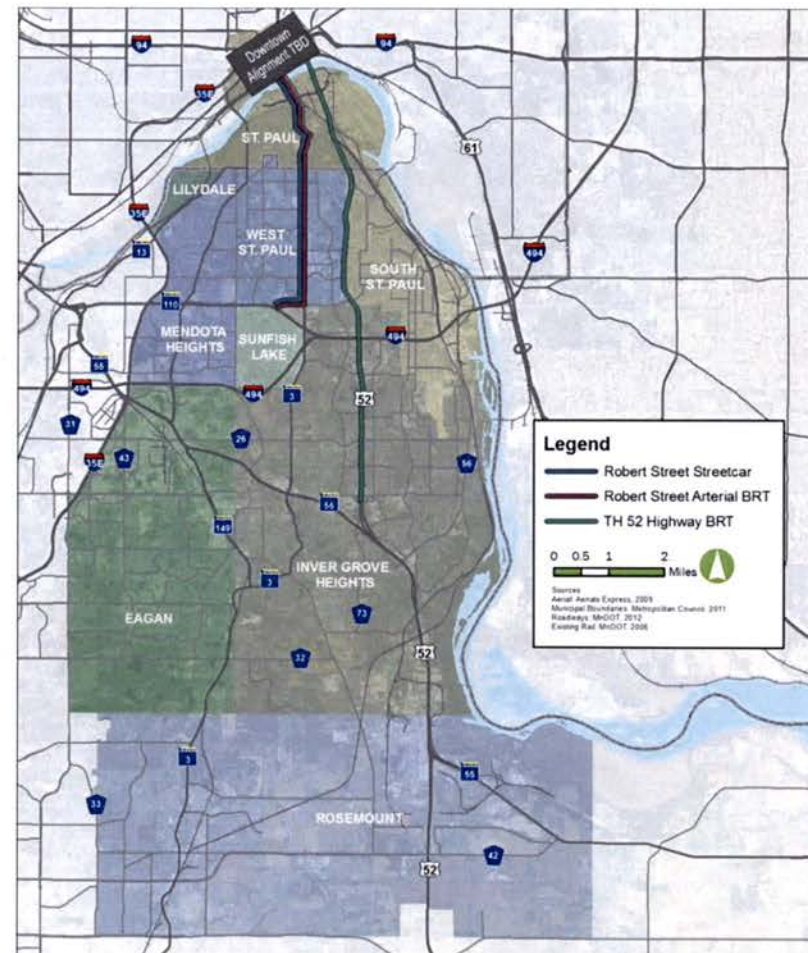
AA STUDY PROCESS

- Study co-led by Dakota and Ramsey Counties' Regional Railroad Authorities
- Study area: downtown St. Paul and northern Dakota County



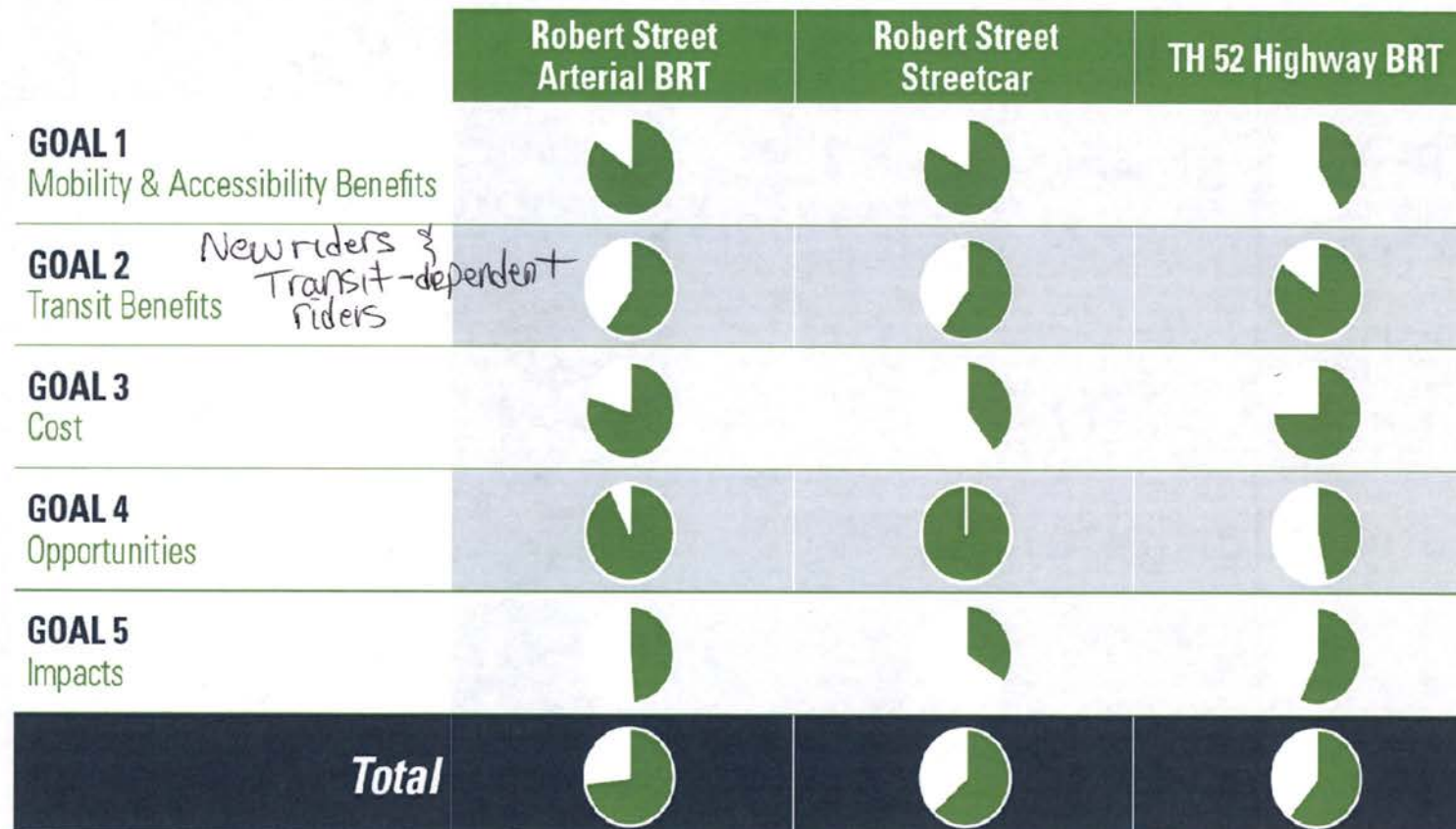
FINAL ALTERNATIVES

- Robert Street – BRT (in traffic lane)
- Robert Street – streetcar (in traffic lane)
- TH 52 – BRT (in shoulder lane)



TECHNICAL EVALUATION

Evaluation Results (More green = higher score)



KEY CONSIDERATIONS

COST

- Streetcar: \$399 Million
- BRT: \$29.2 Million-

RIDERSHIP ESTIMATE

- Approximately 3,100 per weekday for both modes

ECONOMIC DEVELOPMENT

- Higher impact expected with streetcar *-(overhead line-type streetcar)*

AA PROCESS OUTCOMES

POST EVALUATION

Continued interest in streetcar alternative

Need for additional land use planning to leverage transit investment

- Considerable changes in comprehensive plans and capital investments

Steering Committee recommendation to conclude AA without an LPA

- Engage in further evaluation of Robert Street alternatives as warranted

NEXT STEPS

Revisit local planning efforts

- Understand extent of changes desired, and how transit can assist
- Need for a broader (not solely transit) perspective on desired land use, development, and transportation characteristics for area

Streetcar policy and plans

- Regional policy currently under consideration by Metropolitan Council

Longer term - updated evaluation

- Based on comprehensive plan changes, population projections
- Revisit technical evaluation process

ROBERT ST

TRANSITWAY ALTERNATIVES STUDY

ALTERNATIVES ANALYSIS UPDATE OCTOBER 6, 2015

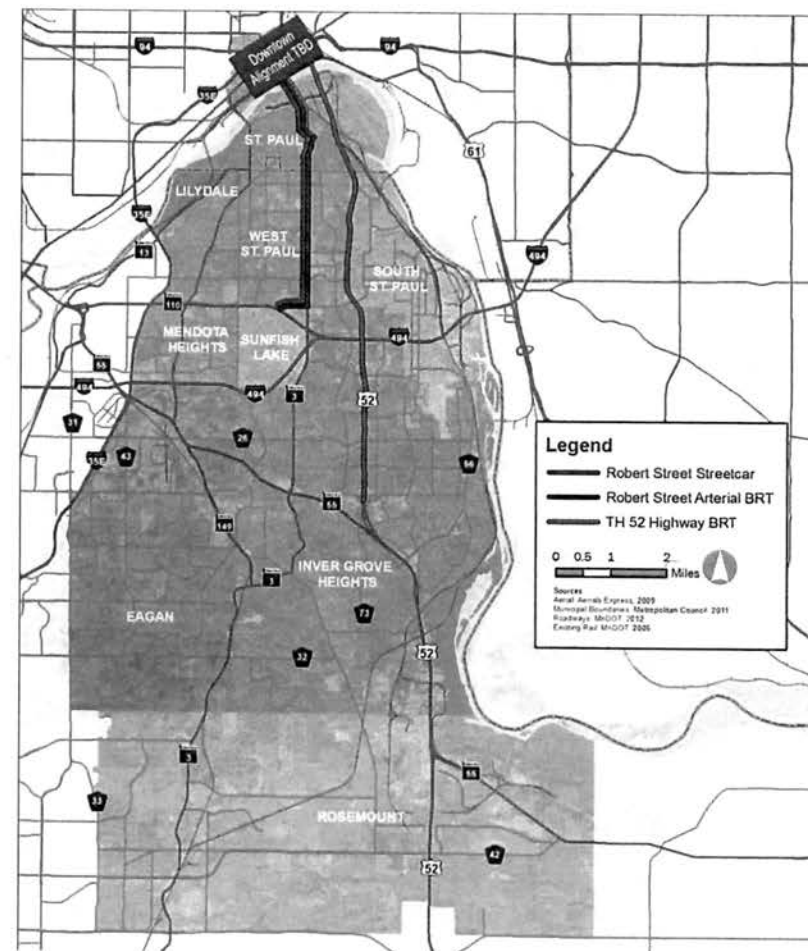


DCRRA Dakota County
Regional Railroad Authority



FINAL ALTERNATIVES

- Robert Street – BRT (in traffic lane)
- Robert Street – streetcar (in traffic lane)
- TH 52 – BRT (in shoulder lane)



TECHNICAL EVALUATION

Evaluation Results (More green = higher score)

	Robert Street Arterial BRT	Robert Street Streetcar	TH 52 Highway BRT
GOAL 1 Mobility & Accessibility Benefits			
GOAL 2 Transit Benefits			
GOAL 3 Cost			
GOAL 4 Opportunities			
GOAL 5 Impacts			
Total			

KEY CONSIDERATIONS

COST

- Streetcar: \$399 Million
- BRT: \$29.2 Million

RIDERSHIP ESTIMATE

- Approximately 3,100 per weekday for both modes

ECONOMIC DEVELOPMENT

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AA PROCESS OUTCOMES

POST EVALUATION

Continued interest in streetcar alternative

Need for additional land use planning to leverage transit investment

- Considerable changes in comprehensive plans and capital investments

Steering Committee recommendation to conclude AA without an LPA

- Engage in further evaluation of Robert Street alternatives as warranted

NEXT STEPS

Revisit local planning efforts

- Understand extent of changes desired, and how transit can assist
- Need for a broader (not solely transit) perspective on desired land use, development, and transportation characteristics for area

Streetcar policy and plans

- Regional policy currently under consideration by Metropolitan Council

Longer term - updated evaluation

- Based on comprehensive plan changes, population projections
- Revisit technical evaluation process

The Ramsey County Regional Railroad Authority met in regular session at 9:31 AM with the following members present: Carter, Huffman, McGuire, Ortega, Reinhardt, Rettman, and Chair McDonough. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

1. Approval of the November 17, 2015 agenda

VOTING

Motion by: Mary Jo McGuire

Second by: Toni Carter

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

2. Approve Minutes from October 6, 2015

VOTING

Motion by: Victoria Reinhardt

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Approval of Funding for Continued Analysis of a Second Train between Saint Paul and Chicago (R2015-22)

VOTING

Motion by: Janice Rettman

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, In July, 2015 the Minnesota Department of Transportation released the Evaluation of a Second Daily Intercity Passenger Rail Frequency between Minnesota and Chicago. This study analyzed the feasibility of adding an additional passenger rail round trip between Minnesota and Chicago and was done in cooperation with the Wisconsin Department of Transportation and Amtrak; and

WHEREAS, The study looked at four scenarios with service extending as far as Saint Cloud and Minneapolis. All scenarios included service to Union Depot in Saint Paul; and

WHEREAS, The Study concluded that adding an additional passenger rail round trip between Union Depot and Chicago was the most feasible to implement and that additional analysis should be undertaken to allow for the completion of an Environmental Assessment for the corridor; and

WHEREAS, Upon completion of the study a work scope for an Environmental Assessment was developed and shared with Wisconsin Department of Transportation, Ramsey County Regional Railroad Authority, and the Federal Railroad Administration. The Federal Railroad Administration informed Minnesota Department of Transportation that the work scope better fit into two phases. The first phase, the Service Development Plan, and the second phase, the Environmental Assessment; and

WHEREAS, The cost to complete an Environmental Assessment is estimated at \$850,000 to \$1,250,000 with the cost to complete Phase One, the Service Development Plan, at \$600,000. Funding for Phase One, the Service Development Plan, will be split between Minnesota and Wisconsin; and

WHEREAS, Wisconsin Department of Transportation has committed \$300,000 to be matched by \$300,000 in funding from Minnesota. Minnesota Department of Transportation does not have funding available for the match. Without a Minnesota match to Wisconsin funds, the Wisconsin funds will be reallocated to another project. Not wanting to miss the opportunity to continue to advance passenger rail in Minnesota, the Minnesota Department of Transportation approached the Ramsey County Regional Railroad Authority to discuss options for funding the Minnesota portion of the study; and

WHEREAS, Ramsey County Regional Railroad Authority recognized the importance of continued analysis on additional passenger train service between Union Depot and Chicago. Providing the match is consistent with Ramsey County Regional Railroad Authority's goal of providing additional transportation options at Union Depot and for all of Ramsey County; and

WHEREAS, By providing the \$300,000 Minnesota match, the Ramsey County Regional Railroad Authority allows work to progress on the additional passenger rail round trip. Upon Ramsey County Regional Railroad Authority committing to provide the \$300,000 match, Minnesota Department of Transportation will notify Wisconsin Department of Transportation of the availability of the Minnesota match to Wisconsin funds; and

WHEREAS, Minnesota Department of Transportation, Wisconsin Department of Transportation, and Ramsey County Regional Railroad Authority will then finalize a high-level work scope that will become part of a funding agreement between Ramsey County Regional Railroad Authority and Minnesota Department of Transportation, and an agreement between Wisconsin Department of Transportation and Minnesota Department of Transportation for funding Phase One, the Service Development Plan. The agreement will establish that Ramsey County Regional Railroad Authority funding will be provided on a reimbursement basis up to \$300,000 for a defined work scope that will serve as guidance for the selected consultant as the consultant develops a detailed work scope in collaboration with Minnesota Department of Transportation, Wisconsin Department of Transportation and Ramsey County Regional Railroad Authority. The funding agreement will be brought before the Ramsey County Regional Railroad Authority board at a future meeting date; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the expenditure of \$300,000 towards the completion of Phase One, the Service Development Plan, for the Environmental Assessment for the addition of a second round-trip passenger train between Saint Paul and Chicago.

CORRIDOR UPDATES (Discussion can be found on archived video.)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 9:45 am.



Sandra Jacobson
Administrative Secretary

Regional Railroad Authority Meeting
November 17, 2015 – ROLL CALL

Call to Order: 9:31

1. ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Toni Carter	✓	
Blake Huffman	✓	
Jim McDonough	✓	
Mary Jo McGuire	✓	
Victoria Reinhardt	✓	
Janice Rettman	✓	
Rafael Ortega	✓	

2. Agenda of November 17, 2015 is presented for approval

Moved: MM

Seconded: TC

	YEA	NAY	ABSENT
Janice Rettman	✓		
Toni Carter	✓		
Blake Huffman	✓		
Jim McDonough	✓		
Mary Jo McGuire	✓		
Victoria Reinhardt	✓		
Rafael Ortega	✓		

3. Minutes from October 6, 2015 are presented for approval

Moved: VR

Seconded: JM

	YEA	NAY	ABSENT
Janice Rettman	✓		
Toni Carter	✓		
Blake Huffman	✓		
Jim McDonough	✓		
Mary Jo McGuire	✓		
Victoria Reinhardt	✓		
Rafael Ortega	✓		

4. Approval of Funding for Continued Analysis of a Second Train between Saint Paul and Chicago

Moved: JR

Seconded: SM

	YEA	NAY	ABSENT
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Rafael Ortega	☒	☐	☐

CORRIDOR UPDATES

MA HSR Commission Mtg - Janice
Rail-Volution report - private \$ to build
trains

Meeting adjourned at 9:45 AM/PM

RL PAC & TF Mtg this Thursday
RV met last Thurs - vote in Dec



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

REGIONAL RAILROAD AUTHORITY

Tuesday, November 17, 2015
Immediately following the County Board Meeting
Council Chambers – Third Floor Court House

1. **ROLL CALL**

2. **Agenda of November 17, 2015 is presented for approval**

Approve the agenda for November 17, 2015.

3. **Minutes from October 6, 2015 are presented for approval**

Approve minutes of October 6, 2015.

4. **Approval of Funding for Continued Analysis of a Second Train
between Saint Paul and Chicago**

1. Approve the expenditure of \$300,000 towards the completion of Phase One, the Service Development Plan, for the Environmental Assessment for the addition of a second round-trip passenger train between Saint Paul and Chicago.

CORRIDOR UPDATES

ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-48

Committee: Regional Railroad Authority

Meeting Date: 11/17/2015

SUBJECT

Agenda of November 17, 2015 is presented for approval

REQUESTED ACTION

Approve the agenda for November 17, 2015.

ATTACHMENTS

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-45

Committee: Regional Railroad Authority

Meeting Date: 11/17/2015

SUBJECT

Minutes from October 6, 2015 are presented for approval

REQUESTED ACTION

Approve minutes of October 6, 2015.

ATTACHMENTS

1. Draft Minutes from 10-6-15

ST. PAUL, MINNESOTA

RAMSEY COUNTY, MINNESOTA

Tuesday, October 06, 2015

The Ramsey County Regional Railroad Authority met in regular session at 9:37 AM with the following members present: Carter, Huffman, McDonough, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, County Attorney.

1. Approval of the October 6, 2015 agenda

VOTING

Motion by: Blake Huffman

Second by: Toni Carter

Commissioners	YES	NO	ABSENT	RECUSE
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo			x	
Ortega, Rafael	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

2. Approve Minutes from September 22, 2015

VOTING

Motion by: Jim McDonough

Second by: Toni Carter

Commissioners	YES	NO	ABSENT	RECUSE
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo			x	
Ortega, Rafael	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Robert Street Transitway Alternatives Study Presentation (Discussion can be found on archived video)

4. Robert St. Transitway Alternatives Study

VOTING

Motion by: Toni Carter

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo			x	
Ortega, Rafael	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has supported the Robert Street Corridor through its pre-project development phase; and

WHEREAS, The Dakota County Regional Railroad Authority and the Ramsey County Regional Railroad Authority have partnered to conduct the Robert St. Transitway Alternatives Study, formalized through the execution of a Joint Powers Agreement in August 2011; and

WHEREAS, In July 2012, the Dakota County Regional Railroad Authority and Ramsey County Regional Railroad Authority commenced the Robert St. Transitway Alternatives Study compliant with the Federal Transit Administration's New Starts program; and

WHEREAS, The Joint Powers Agreement has defined an oversight structure for the Robert St. Transitway Alternatives Study that established a Steering Committee and Technical Advisory Committee co-chaired by the Dakota County Regional Railroad Authority and Ramsey County Regional Railroad Authority and incorporated municipalities and agencies within the study area into the evaluation and decision making processes of the Robert St. Transitway Alternatives Study; and

WHEREAS, The Robert St. Transitway Alternatives Study established a study framework based on goals formed by the Steering Committee that guided a technical analysis evaluating numerous potential route alignments and modes; and

WHEREAS, The Robert St. Transitway Alternatives Study produced a limited number of alternatives for detailed analysis and consideration by the Steering Committee; and

WHEREAS, The Robert St. Transitway Alternatives Study incorporated numerous opportunities for public and stakeholder involvement throughout the course of the study, including open house meetings, stakeholder presentations, and regular distribution of information on the Alternatives Analysis through email and website communications; and

WHEREAS, The Robert St. Transitway Alternatives Study evaluation process developed and overseen by the Steering Committee and Technical Advisory Committee identified two alternatives, Arterial Bus Rapid Transit and Modern Streetcar, that can meet the goals established for the project; and

WHEREAS, The Steering Committee has acted to conclude the Robert St. Transitway Alternatives Study without selecting a Locally Preferred Alternative; and

WHEREAS, The Steering Committee determined that both Arterial Bus Rapid Transit and Modern Streetcar needed additional analysis on the impacts of land use planning, economic development, regional policy and applicability to the Federal Transit Administration's New Starts/Small Starts process. Now, Therefore,

BE IT RESOLVED, The Ramsey County Regional Railroad Authority accepts the Robert St. Transitway Alternatives Study and supports the decision by the Steering Committee to conclude the Robert St. Transitway Alternatives Study with two alternatives that will be carried forward for consideration in further study at a later date.

CORRIDOR UPDATES (Discussion can be found on archived video.)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:25 am

Sandra Jacobson
Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-47

Committee: Regional Railroad Authority

Meeting Date: 11/17/2015

SUBJECT

Approval of Funding for Continued Analysis of a Second Train between Saint Paul and Chicago

REQUESTED ACTION

1. Approve the expenditure of \$300,000 towards the completion of Phase One, the Service Development Plan, for the Environmental Assessment for the addition of a second round-trip passenger train between Saint Paul and Chicago.

EXECUTIVE SUMMARY

In July, 2015 the Minnesota Department of Transportation (MnDOT) released the Evaluation of a Second Daily Intercity Passenger Rail Frequency between Minnesota and Chicago. This study analyzed the feasibility of adding an additional passenger rail round trip between Minnesota and Chicago and was completed in cooperation with the Wisconsin Department of Transportation (WisDOT) and Amtrak. The study looked at four scenarios with service extending as far as Saint Cloud and Minneapolis. All scenarios included service to Union Depot in Saint Paul. The study concluded that adding an additional passenger rail round trip between Union Depot and Chicago was the most feasible to implement and that additional analysis should be undertaken to allow for the completion of an Environmental Assessment for the corridor.

Upon completion of the study a work scope for an Environmental Assessment was developed and shared with WisDOT, Ramsey County Regional Railroad Authority (RCRRA), and the Federal Railroad Administration (FRA). The FRA informed MnDOT that the work scope would better fit into two phases. The first phase, the Service Development Plan, would focus on the following:

- Analysis of alternatives and development of purpose and need
- Operations planning
- Infrastructure needs
- Conceptual design
- Capital cost estimates

Approval of Funding for Continued Analysis of a Second Train between Saint Paul and Chicago

The second phase of the Environmental Assessment focuses on the completion of the Environmental Assessment document and its coordination with two other environmental documents being undertaken on the corridor:

- Environmental Impact Statement for high speed rail – Twin Cities to Milwaukee
- Environmental Assessment for additional Hiawatha passenger trains – Milwaukee to Chicago

The cost to complete an Environmental Assessment is estimated at \$850,000 to \$1,250,000. The cost to complete Phase One, the Service Development Plan, is \$600,000. Funding for Phase One, the Service Development Plan, will be split between Minnesota and Wisconsin. The cost to complete Phase Two, the Environmental Assessment document, is estimated at \$250,000 to \$650,000.

WisDOT has committed \$300,000 to be matched by \$300,000 in funding from Minnesota. MnDOT does not have funding available for the match. Without a Minnesota match to the Wisconsin funds, the Wisconsin funds will be reallocated to another project. Not wanting to miss the opportunity to continue to advance passenger rail in Minnesota, MnDOT approached the Ramsey County Regional Railroad Authority (RCRRA) to discuss options for funding the Minnesota portion of the study.

The RCRRA recognized the importance of continued analysis on additional passenger train service between Union Depot and Chicago. Providing the match is consistent with RCRRA's goal of providing additional transportation options at Union Depot and for all of Ramsey County. It is also consistent with the purpose of two organizations of which RCRRA is a founding member, the Minnesota High Speed Rail (MNHSR) Commission and the Minnesota Passenger Rail Forum. MNHSR Commission advocates for the establishment of high speed rail between Union Depot in Saint Paul and Chicago along the existing Amtrak route. While the MNHSR Commission has an ultimate goal of high speed rail, it has recognized that the first step to this goal is faster, more frequent conventional train service and that adding an additional passenger rail round trip is consistent with this approach. The Minnesota Passenger Rail Forum advocates for improved passenger rail service throughout Minnesota including along the existing Amtrak route from the Twin Cities to Chicago.

By providing the \$300,000 Minnesota match, the RCRRA allows work to progress on the additional passenger rail round trip. Upon RCRRA committing to provide the \$300,000 match, MnDOT will notify WisDOT of the availability of the Minnesota match to Wisconsin funds. MnDOT, WisDOT and RCRRA will then finalize a high-level work scope that will become part of a funding agreement between RCRRA and MnDOT, and an agreement between WisDOT and MnDOT for funding Phase One, the Service Development Plan. The agreement will establish that RCRRA funding will be provided on a reimbursement basis up to \$300,000 for a defined work scope that will serve as guidance for the selected consultant as the consultant develops a detailed work scope in collaboration with MnDOT, WisDOT and RCRRA. The funding agreement will be brought before the RCRRA board at a future meeting date.

Approval of Funding for Continued Analysis of a Second Train between Saint Paul and Chicago

BUDGETARY IMPACT

Funding is available in the 2015 Ramsey County Regional Railroad Authority Passenger Rail operating budget.

COUNTY MANAGER COMMENTS

Approval to provide matching funds for the second Chicago-Saint Paul Passenger Train Environmental Assessment will allow work to continue on developing a second conventional-speed passenger service, building ridership and ultimately high speed rail service from the Twin Cities to Chicago.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Draft Resolution
2. 2nd Train Feasibility Summary

Draft Resolution

WHEREAS, In July, 2015 the Minnesota Department of Transportation released the Evaluation of a Second Daily Intercity Passenger Rail Frequency between Minnesota and Chicago. This study analyzed the feasibility of adding an additional passenger rail round trip between Minnesota and Chicago and was done in cooperation with the Wisconsin Department of Transportation and Amtrak; and

WHEREAS, The study looked at four scenarios with service extending as far as Saint Cloud and Minneapolis. All scenarios included service to Union Depot in Saint Paul; and

WHEREAS, The Study concluded that adding an additional passenger rail round trip between Union Depot and Chicago was the most feasible to implement and that additional analysis should be undertaken to allow for the completion of an Environmental Assessment for the corridor; and

WHEREAS, Upon completion of the study a work scope for an Environmental Assessment was developed and shared with Wisconsin Department of Transportation, Ramsey County Regional Railroad Authority, and the Federal Railroad Administration. The Federal Railroad Administration informed Minnesota Department of Transportation that the work scope better fit into two phases. The first phase, the Service Development Plan, and the second phase, the Environmental Assessment; and

WHEREAS, The cost to complete an Environmental Assessment is estimated at \$850,000 to \$1,250,000 with the cost to complete Phase One, the Service Development Plan, at \$600,000. Funding for Phase One, the Service Development Plan, will be split between Minnesota and Wisconsin; and

WHEREAS, Wisconsin Department of Transportation has committed \$300,000 to be matched by \$300,000 in funding from Minnesota. Minnesota Department of Transportation does not have funding available for the match. Without a Minnesota match to Wisconsin funds, the Wisconsin funds will be reallocated to another project. Not wanting to miss the opportunity to continue to advance passenger rail in Minnesota, the Minnesota Department of Transportation approached the Ramsey County Regional Railroad Authority to discuss options for funding the Minnesota portion of the study; and

WHEREAS, Ramsey County Regional Railroad Authority recognized the importance of continued analysis on additional passenger train service between Union Depot and Chicago. Providing the match is consistent with Ramsey County Regional Railroad Authority's goal of providing additional transportation options at Union Depot and for all of Ramsey County; and

WHEREAS, By providing the \$300,000 Minnesota match, the Ramsey County Regional Railroad Authority allows work to progress on the additional passenger rail round trip. Upon Ramsey County Regional Railroad Authority committing to provide the \$300,000 match, Minnesota Department of Transportation will notify Wisconsin Department of Transportation of the availability of the Minnesota match to Wisconsin funds; and

WHEREAS, Minnesota Department of Transportation, Wisconsin Department of Transportation, and Ramsey County Regional Railroad Authority will then finalize a high-level work scope that will become part of a funding agreement between Ramsey County Regional Railroad Authority and Minnesota Department of Transportation, and an agreement between Wisconsin Department of Transportation and Minnesota Department of Transportation for funding Phase

53 One, the Service Development Plan. The agreement will establish that Ramsey County Regional
54 Railroad Authority funding will be provided on a reimbursement basis up to \$300,000 for a defined
55 work scope that will serve as guidance for the selected consultant as the consultant develops a
56 detailed work scope in collaboration with Minnesota Department of Transportation, Wisconsin
57 Department of Transportation and Ramsey County Regional Railroad Authority. The funding
58 agreement will be brought before the Ramsey County Regional Railroad Authority board at a future
59 meeting date; Now, Therefore Be It

60
61 RESOLVED, The Ramsey County Regional Railroad Authority approves the expenditure of
62 \$300,000 towards the completion of Phase One, the Service Development Plan, for the
63 Environmental Assessment for the addition of a second round-trip passenger train between Saint
64 Paul and Chicago.

Evaluation of a Second Daily Intercity Passenger Rail Frequency between Minnesota and Chicago

Executive Summary of Amtrak Feasibility Report

and

State Partners Conclusions and Recommendations

Minnesota Department of Transportation

Wisconsin Department of Transportation

July 2015



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I. Executive Summary of the Feasibility Report on Proposed Amtrak Service Chicago-Milwaukee-La Crosse-Twin Cities-(St. Cloud)

Background

The Minnesota Department of Transportation, in partnership with the Wisconsin Department of Transportation (WisDOT) and La Crosse County, Wisconsin (WI), requested Amtrak to complete a feasibility study of adding a second daily intercity passenger train between the Twin Cities (or St. Cloud, Minnesota (MN)) and Chicago, Illinois (IL). The proposed service would generally follow the existing *Empire Builder* route through Illinois and Wisconsin, but could terminate in Minnesota at Union Depot in St. Paul, Target Field Station in Minneapolis, or at the Amtrak station in St. Cloud. The purpose of a second daily train is to offer more options to travelers in the corridor by providing better eastbound reliability and increased train frequency. Potential mobility benefits of the proposed service include:

- Increased schedule options from the existing one daily round-trip to two daily round-trips between the Twin Cities, Chicago and intermediate stations
- More reliable service with better on-time performance (particularly eastbound)
- More convenient travel times for shorter, regional trips
- More seating capacity on the corridor relieving pressure during peak periods
- Improved connections between other trains, intercity buses, local public transit, and air service

Purpose of the Study

The project sponsors asked Amtrak to prepare a feasibility study that develops a high level, order-of-magnitude assessment of schedules, ridership, revenue, infrastructure investments, operating costs, and equipment needs (railcars and locomotives) associated with adding a second daily train between St. Cloud, the Twin Cities and Chicago. This assessment will assist the project sponsors in determining whether or not to move the project to the next steps toward implementation.

As required in Section 209 of the Passenger Rail Investment and Improvement Act of 2008 (PRIIA), all corridors less than 750 miles require state sponsorship (state operating support) to cover any operating losses. The 2nd daily train service would be a regional "state-supported" Section 209 corridor, as opposed to an Amtrak long-distance train (like the *Empire Builder*) that is funded through Amtrak's federal appropriation. The information in this report is not intended to be the sole basis of an agreement between the partners, Amtrak or hosts railroad, but rather serves as a basis for understanding the ridership and financial implications of starting such a service. This study is a first step toward deciding whether or not to establish a second round-trip frequency following the same route as the *Empire Builder*.

Overview of Corridor and Existing Conditions

The corridor is currently serviced once a day in each direction by Amtrak's *Empire Builder* long distance train between Seattle, Washington/Portland, Oregon and Chicago. This is the only passenger rail service that serves the Twin Cities-Chicago corridor in its entirety. The *Empire Builder* primarily uses the BNSF Railway between St. Cloud and St. Paul, the Canadian Pacific Railway between St. Paul and Rondout, IL, and Metra between Rondout, IL and Chicago, IL. The *Empire Builder* makes station stops in St. Cloud,



MN, St. Paul, MN; Red Wing, MN; Winona, MN; La Crosse, WI; Tomah, WI; Wisconsin Dells, WI; Portage, WI; Columbus, WI; Milwaukee, WI; Glenview, IL and Chicago, IL. Eastbound *Empire Builder* service often experiences delays that negatively affect on-time performance due to freight congestion west of St. Cloud, MN. In addition, the single round-trip frequency provides little schedule flexibility to travelers in the corridor. Despite these issues, the majority of passengers getting on or off at stations in Minnesota, Wisconsin, and Illinois are going to or coming from stations within the Chicago-Twin Cities corridor segment, indicating demand for regional travel. Ridership on the *Empire Builder* within the Chicago-Twin Cities corridor segment is relatively high, often exceeding 100,000 annually.

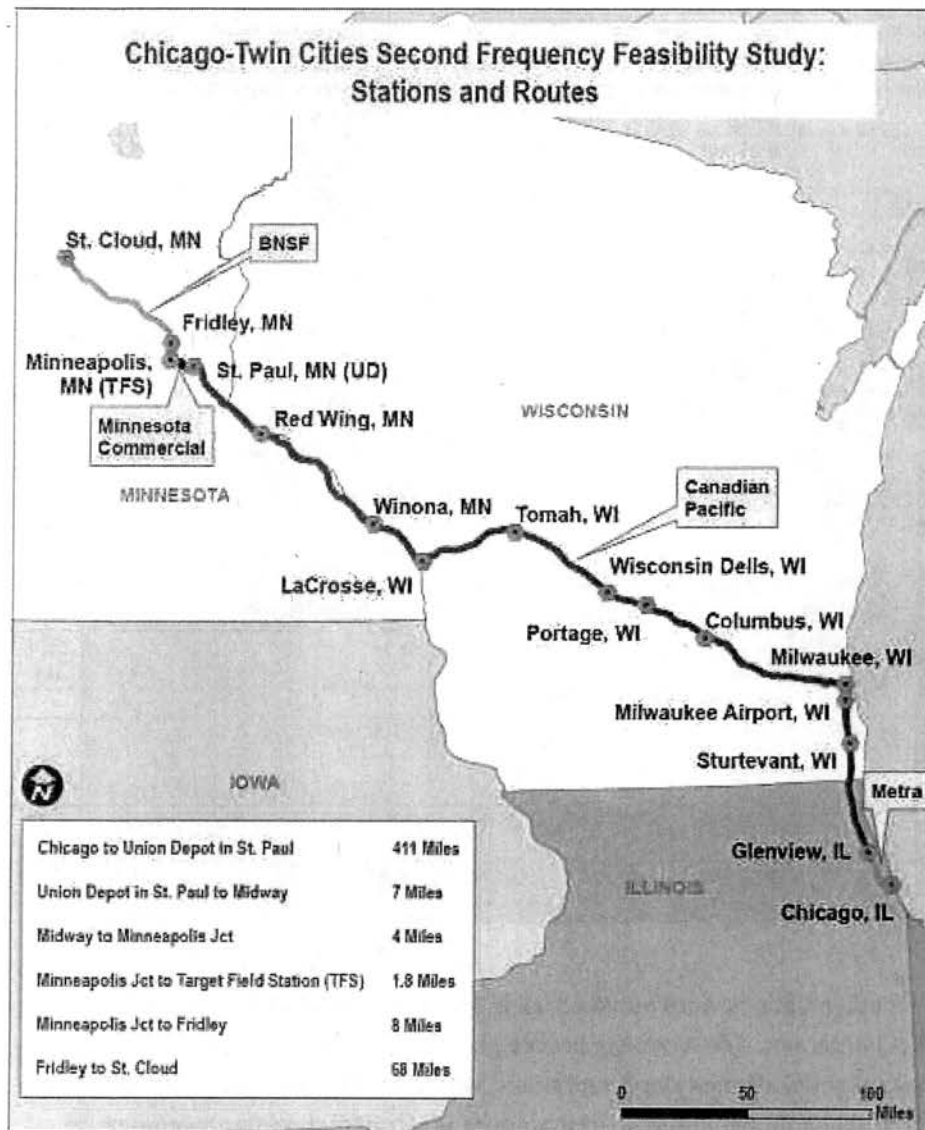
Feasibility Study Process and Assumptions

Per the request of the project partners, the study assumes the second round-trip frequency would serve the same station stops as the *Empire Builder* service between Chicago and St. Paul with the addition of the Milwaukee Airport Rail Station. The study examines four route and terminal station scenarios west of St. Paul. These options include:

- Scenario 1: Chicago-St. Cloud with stops at Union Depot in St. Paul and Minneapolis' Target Field Station.
- Scenario 2: Chicago-St. Cloud with stops at Union Depot in St. Paul and Fridley Northstar Station
- Scenario 3: Chicago-Target Field Station with a stop at Union Depot in St Paul.
- Scenario 4: Chicago-Union Depot in St. Paul

Figure 1 displays the corridor encompassing all four route scenarios, with station stops and the host railroads.

Figure 1: Corridor Map



Train Schedule Options

Schedules for the second round-trip frequency service are designed to complement the current *Empire Builder* schedule, with arrival and departure times at the endpoints that maximize ridership potential. The elapsed time schedule is similar to that of the current *Empire Builder*, with second frequency departure times from the points of origin generally 4-6 hours before or after current *Empire Builder* departure times. Schedules were developed for all four station scenarios with two alternative departure times for the eastbound train from Union Depot in St. Paul. The study evaluated departure times from Union Depot at 2:25 PM (Option A) and 12:25 PM (Option B) for impact on ridership and revenue. The market demand results suggest the earlier 12:25 PM departure (Option B) is forecast to produce the higher ridership and revenue. Figure 2 shows the schedule options for the Second Frequency, including the origins and endpoints to differentiate the route alternatives.

Figure 2: Route Origin/Endpoint Alternatives & Schedule Options

<i>Westbound</i>	Scenario 1: Chicago-St. Cloud via Minneapolis <i>Schedule Option A and B</i>	Scenario 2 Chicago-St. Cloud via Fridley <i>Schedule Option A and B</i>	Scenario 3 Chicago- Minneapolis <i>Schedule Option A and B</i>	Scenario 4 Chicago-St. Paul <i>Schedule Option A and B</i>	<i>Empire Builder Train #7</i>
Chicago, IL Union Station	9:25 AM	9:25 AM	9:25 AM	9:25 AM	2:15 PM
St. Paul, MN Union Depot	4:42 PM	4:42 PM	4:42 PM	4:52 PM	10:03 PM
Minneapolis, MN Target Field Station	5:27 PM	--	5:32 PM	--	--
Fridley, MN	--	5:38 PM	--	--	--
St. Cloud, MN	7:00 PM	6:45 PM	--	--	12:34 AM

*Intermediate stations are not shown. See the Amtrak Feasibility Report for intermediate station times.

<i>Eastbound</i>	Scenario 1: Chicago-St. Cloud via Minneapolis		Scenario 2 Chicago-St. Cloud via Fridley		Scenario 3 Chicago-Minneapolis		Scenario 4 Chicago-St. Paul		<i>Empire Builder Train #8</i>
	<i>Schedule Option A</i>	<i>Schedule Option B</i>	<i>Schedule Option A</i>	<i>Schedule Option B</i>	<i>Schedule Option A</i>	<i>Schedule Option B</i>	<i>Schedule Option A</i>	<i>Schedule Option B</i>	
St. Cloud, MN	12:22 PM	10:22 AM	12:37 PM	10:37 AM	--	--	--	--	5:14 AM
Fridley, MN	--	--	1:38 PM	11:38 AM	--	--	--	--	--
Minneapolis, MN Target Field Station	1:45 PM	11:45 AM	--	--	1:45 PM	11:45 AM	--	--	--
St. Paul, MN Union Depot	2:25 PM	12:25 PM	2:25 PM	12:25 PM	2:25 PM	12:25 PM	2:25 PM	12:25 PM	8:00 AM
Chicago, IL Union Station	9:54 PM	7:57 PM	9:54 PM	7:57 PM	9:54 PM	7:57 PM	9:54 PM	7:57 PM	3:55 PM

Route alternatives and schedule options were modeled using Train Performance Calculator (TPC) and Rail Traffic Controller (RTC) programs. The modeling process indicated that a third schedule, similar to schedule option B but with slightly different departure times, was the most operationally efficient schedule. This "optimized" schedule required the least amount of infrastructure improvements to achieve appropriate performance for passenger and freight trains. The schedule has a westbound departure from Chicago at 10:15 AM and from eastbound from St. Paul at 11:46. Details of the "optimized" schedule can be found in Figure 6. The "optimized" schedule was not part of the Amtrak ridership and financial evaluations; however capital costs for this scenario were generated.

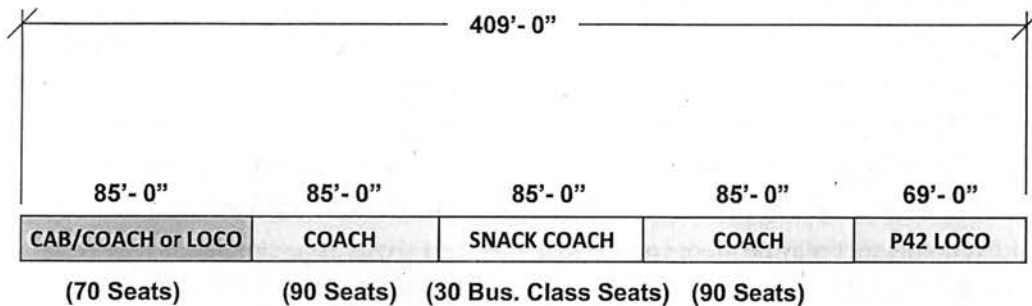
Equipment Needs

The second round-trip frequency as proposed would require two train consists, which would include a total of two diesel locomotives, four bi-level coaches, two bi-level snack coaches, and two bi-level cab coaches. All route alternatives assume train consists will be in "push-pull mode", with 1 locomotive and 1 cab/coach (or a second locomotive). The equipment consist will include a food service car (café/business class) but will not include a full service diner. The study assumes the train consist will utilize bi-



level Superliner-type equipment, similar to that currently used on the *Empire Builder*. Figure 3 describes the proposed equipment consist with dimensions and seating capacity.

Figure 3: Train Consist



Source: Amtrak

Total Capacity = 280 seats.

For the purpose of developing estimates of required capital investment, it was presumed that the states would acquire the cars and locomotives. This is in part due to the fact that Amtrak cannot guarantee that it will have equipment available. If Amtrak-owned equipment becomes available, the states would determine whether to acquire new equipment, or operate the service with Amtrak equipment.

Financial Results

Ridership, Revenue, and Operating Support

Figure 4 below shows forecast ridership, revenue, and operating support for each route and schedule scenario. The annual ridership for all scenarios compares favorably with annual ridership on existing state-supported intercity passenger rail routes in other states with one round-trip per day.

The state operating support and payment estimates are total for all states supporting the route. These are high-level planning estimates. More detailed estimates will be required in the next phase of study. The funding split among the states will also be determined during or after the next phase of study.

Figure 4: Ridership, State Operating Support, and State Payment

Route Scenario	Scenario 1: Chicago-St. Cloud via Minneapolis		Scenario 2: Chicago-St. Cloud via Fridley		Scenario 3: Chicago-Minneapolis		Scenario 4: Chicago-St. Paul	
	Schedule Option A	Schedule Option B	Schedule Option A	Schedule Option B	Schedule Option A	Schedule Option B	Schedule Option A	Schedule Option B
Ridership	143,300	185,100	143,200	180,300	137,000	177,600	117,800	155,500
Revenue	\$7,459,000	\$9,083,000	\$7,455,000	\$8,688,000	\$7,001,000	\$8,513,000	\$5,522,000	\$6,811,000
Operating Cost	\$13,337,000	\$13,715,000	\$13,309,000	\$13,618,000	\$12,618,000	\$12,976,000	\$12,131,000	\$12,448,000
States Operating Support	\$5,878,000	\$4,632,000	\$5,855,000	\$4,930,000	\$5,617,000	\$4,460,000	\$6,609,000	\$5,637,000
Equipment Capitalized Maintenance*	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Total Estimated States Payment	\$6,878,000	\$5,632,000	\$6,855,000	\$5,930,000	\$6,617,000	\$5,460,000	\$7,609,000	\$6,637,000

*Order of Magnitude Conceptual Estimate



Capital Investment Needs

Implementing the 2nd *Empire Builder* round-trip frequency service would require capital investment for railroad infrastructure capacity improvements, potential train equipment acquisition, and a layover facility in Minnesota. Figure 5 shows high-level conceptual estimates of capital investment needs to implement the 2nd frequency for each route and schedule scenario. The infrastructure capacity improvements that drive the estimated infrastructure costs are conceptual and order-of-magnitude. The analysis for estimating these infrastructure improvements and costs was not intended to arrive at an optimal set of improvements, but rather to provide a high-level order of magnitude estimate for planning purposes. The analysis used a broad list of projects provided by stakeholders and selected from that list those projects that could reduce delays. The next phase of study will look in more detail at alternative improvements that may be more cost effective and test those using simulation modeling. The equipment acquisition estimates are from the Illinois DOT procurement of bi-level cars and locomotives for existing routes. If Amtrak equipment is used, the equipment acquisition cost would be eliminated.

Figure 5: Conceptual Planning-level Capital Investment Need Estimates

Route Scenario	Length (miles)	Capital for Railroad Infrastructure Improvements Conceptual Estimates			Layover Facility	Equipment Procurement*
		Low ("optimized" schedule)	Medium (Schedule Option B)	High (Schedule Option A)		
Scenario 1: Chicago-St. Paul-Minneapolis-St. Cloud	489	\$210,000,000	\$257,000,000	\$290,000,000	\$650,000	\$46,400,000
Scenario 2: Chicago-St. Paul-Fridley-St. Cloud	486	\$194,000,000	\$241,000,000	\$274,000,000	\$650,000	\$46,400,000
Scenario 3: Chicago-St. Paul-Minneapolis	424	\$114,000,000	\$161,000,000	\$194,000,000	\$300,000	\$46,400,000
Scenario 4: Chicago-St. Paul	411	\$95,000,000	\$142,000,000	\$175,000,000	\$300,000	\$46,400,000

*Assumes purchase of bi-level cars and locomotives for service. If existing Amtrak equipment is used, these costs would not be incurred.

Key

Low	Optimized Schedule (from railroad capacity modeling): Depart St. Paul 11:46 AM, Depart Chicago 10:15 AM
Medium	Schedule Option B: Depart St. Paul 12:25 PM, Depart Chicago 9:25 AM
High	Schedule Option A: Depart St. Paul 2:25 PM, Depart Chicago 9:25 AM

Summary

While the route scenarios terminating in St. Cloud and Minneapolis Target Field Station had lower state operating payment, the high-level conceptual analysis of infrastructure capacity needs indicates that they would have higher capital requirements. Scenario 4 terminating in St. Paul had the lowest capital infrastructure costs. For all scenarios, the level of capital investment would likely require federal funding. If federal funds come from a grant, this would likely amount to 80% of total capital costs with a 20% state/stakeholder funding match.

A benefit-cost analysis was not included as part of the feasibility study. This will be a required component of the next phase of work.



II. State Partners Conclusions and Recommendations

Conclusions

The *Feasibility Study on Proposed Amtrak Service Chicago-Milwaukee-La Crosse-Twin Cities-(St. Cloud)* results indicate favorable ridership and revenue for all route scenarios evaluated. The results compare favorably with annual ridership on similar corridors across the country. The state operating payment estimates are planning level only, but are in line with other services. There will be capital infrastructure needs on the corridor to accommodate the additional trains while not unduly impairing freight traffic. These capital improvements will also improve reliability of both passenger and freight rail traffic. The estimates for infrastructure improvements in the feasibility report are not intended to arrive at an optimal set of improvements or costs, but rather to provide a high-level order-of-magnitude estimate for preliminary planning purposes. The next phase of study will look in more detail at alternative improvements that may be more cost effective and test those using simulation modeling.

Ridership and revenue are higher for the St. Cloud and Minneapolis route scenarios (Scenarios 1, 2, and 3), resulting in lower state operating payments. However, the capital costs are significantly higher. The complexity of railroad operations and infrastructure issues are considerably greater west of St. Paul because of the number of host railroads, rail congestion, and capacity issues in the Twin Cities area. For these reasons, Scenario 4, with service terminating in St. Paul, is the most feasible route scenario for an initial start-up service, with potential extensions to Minneapolis and St. Cloud in the future.

Recommendations

Based on the results of the technical report, MnDOT and WisDOT staff recommend moving forward with the next phase of study to determine infrastructure improvements and cost through additional simulation modeling and fulfill environmental requirements in order to be eligible for federal funding. This includes further operations modeling and railroad coordination, environmental clearance of the yet-to-be determined infrastructure improvements, and a service development plan. Staff recommend the following for the next phase of work:

- Complete next phase of study on an initial start-up service between Chicago and St. Paul Union Depot, serving all existing stations plus the Milwaukee Airport Rail Station.
- Advance the "optimized schedule" into the next phase of study. Figure 6 shows the "optimized schedule" that was modeled by MnDOT's Consultant. The "optimized schedule" minimizes infrastructure needs and has departure/arrival times similar to Amtrak's schedule "option B". It can be used as a basis for more detailed modeling and schedule development. **Note:** The schedule is planning level only. Schedules will be refined during further study.
- Determine how the trains will be operationally integrated with the *Hiawatha Service* between Milwaukee and Chicago in the next phase of study.
- As part of the next phase of work, determine cost sharing of the state operating support and capital costs.
- Further refine capital needs through coordination with the Federal Railroad Administration (FRA) and the host railroads.



- Continue forward with at least the following two options for equipment; 1) acquisition of new locomotives and bi-level cars as part of the Midwest equipment pool, 2) utilization of existing Amtrak equipment. Other options may also be explored.
- Consider additional study of extensions to Minneapolis Target Field Station and/or St. Cloud after fulfilling the study requirements for a start-up Chicago-St. Paul service.

Figure 6: "Optimized" Schedule Modeled by MnDOT Consultant

Westbound Schedule		Eastbound Schedule	
Station	Departure time	Station	Departure time
Chicago, IL Union Station	10:15 AM	St. Paul Union Depot	11:46 AM
Glenview, IL	10:37 AM	Red Wing, MN	12:34 PM
Milwaukee Airport Rail Station	11:29 AM	Winona, MN	1:43 PM
Milwaukee Intermodal Station	11:49 AM	La Crosse, WI	2:20 PM
Columbus, WI	12:56 PM	Tomah, WI	3:05 PM
Portage, WI	1:35 PM	Wisconsin Dells, WI	3:48 PM
Wisconsin Dells, WI	1:55 PM	Portage, WI	4:06 PM
Tomah, WI	2:34 PM	Columbus, WI	4:35 PM
La Crosse, WI	3:17 PM	Milwaukee Intermodal Station	5:45 PM
Winona, MN	4:01 PM	Milwaukee Airport Rail Station	5:55 PM
Red Wing, MN	5:03 PM	Glenview, IL	6:46 PM
St. Paul Union Depot	6:15 PM	Chicago, IL Union Station	7:14 PM

Note: Schedule is planning level only. Schedules will be refined during further study.

Figure 7 below displays the estimated ridership, revenue, and costs of the route scenario and schedule option recommended for further study.

Figure 7: Conceptual planning-level estimated capital costs, ridership, revenue, and operating support for the recommended scenario

Conceptual Capital Cost for Infrastructure Improvements Estimate	\$95 million
Equipment	\$46.4 million*
Layover facility	\$.3 million
Ridership	155,500**
Revenue	\$6.8 million**
Operating Cost	\$12.4 million**
Annual capitalized maintenance costs	\$1 million
Combined estimated annual total operating support for all states*	\$6.6 million

*Assumes acquisition of new equipment. If existing Amtrak equipment is able to be used, the \$46.4 million cost would not be incurred and the total capital and start-up cost estimate would be \$95.5 million.

**Estimated operating support for the optimized schedule was not modeled by Amtrak. However, due to the similarity between the optimized schedule and Amtrak schedule option B, schedule option B operating costs and ridership/revenue forecasts are used as a proxy for the optimized schedule. These estimates are planning level only.



Next Steps and Timing

DOT staff have identified the following next steps and timeframes to advance the next phase of work for the 2nd *Empire Builder* frequency:

- Work with FRA to determine the appropriate NEPA and service planning action for the next phase of work. Spring 2015.
- Develop scope and complete procurement for the next phase of work. Summer 2015
- Complete the next phase of study, funded jointly by MnDOT and WisDOT. The outcome of the study should be eligibility for federal funding for final design, construction, and implementation of the service. Summer 2015 – Fall 2016.

If the states decide to implement the service and secure funds for operating support, the next steps following completion of environmental clearance and service development planning would be to apply for federal funding for capital improvements and secure matching funds. If federal funding is secured, this would be followed by final design and construction.

The Ramsey County Regional Railroad Authority met in regular session at 9:45 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, County Attorney.

1. Agenda of December 15, 2015 is presented for approval

VOTING

Motion by: Toni Carter

Second by: Blake Huffman

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

2. Minutes from November 17, 2015 are presented for approval

VOTING

Motion by: Victoria Reinhardt

Second by: Janice Rettman

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

**3. Legislative Position: Minnesota Department of Transportation Rail Office 2016
Legislative Initiatives – Support (R2015-23)**

VOTING

Motion by: Janice Rettman

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

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

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

WHEREAS, The 2009 Minnesota Legislature provided \$26 million in bond funding to "Implement capital improvements and betterments for intercity passenger rail projects as identified in the Statewide Freight and Passenger Rail Plan under Minnesota Statutes, section 174.03, subdivision 1b, which are determined to be eligible for USDOT funding"; and

WHEREAS, The 2009 General Obligation bond fund allocation is essentially committed to projects, including engineering, design and environmental analysis of the Northern Lights Express service to Duluth, the Tier 1 Environmental Impact Statement for high speed rail service between the Twin Cities and Chicago, a second daily Amtrak train between Chicago and Saint Paul, the Rochester Zip Rail project, and the costs of agency staff directly attributable to these projects. Additional General Obligation bonding is needed for the Passenger Rail Office to continue to develop the passenger rail system as identified in the Plan; and

WHEREAS, In consultation with passenger rail project partners, a draft request for \$21 million in General Obligation bonding will be necessary to continue to develop the passenger rail system identified in the Plan; and

WHEREAS, The establishment of a State Rail Fund using state property taxes paid by railroads will provide stable and dedicated funding source for freight and passenger rail studies and projects; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves this resolution of support for the Minnesota Department of Transportation Passenger Rail Office 2016 Legislative Initiatives and transmit said resolution to the Governor and Commissioner of the Minnesota Department of Transportation; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the 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.

4. Legislative Position: Request for \$3 million in state bond funds for the Gateway Corridor – Support (R2015-24)

VOTING

Motion by: Blake Huffman

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, The Gateway Corridor Commission (commission) was established in March 2009 to address transportation needs in the I-94 corridor in Washington and Ramsey Counties; and

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

WHEREAS, The Gateway Corridor is the principal east/west route for traffic through Ramsey and Washington Counties; and;

WHEREAS, The 2040 Transportation Policy Plan identifies bus rapid transit in a dedicated guideway as the Locally Preferred Alternative for the Gateway Corridor Transitway; and

WHEREAS, following completion of the Draft Environmental Impact Statement in early 2015, the next phase of work is Project Development where the Locally Preferred Alternative is refined through detailed environmental analysis and preliminary engineering; and

WHEREAS, a portion of the funding for Project Development has been secured through a grant from the Counties Transit Improvement Board; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the legislative position to support the Gateway Corridor in their request to the legislature for \$3 million in state bond funds; and Be It Further

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

5. Legislative Position: Request for \$1.0 million in state bond funds for the Red Rock Corridor – Support (R2015-25)

VOTING

Motion by: Janice Rettman

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

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

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

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

WHEREAS, The Red Rock Corridor Commission completed an Alternatives Analysis Update in 2014 that incorporated new information with respect to population, travel patterns and infrastructure development; and

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

WHEREAS, The Red Rock Corridor Commission recommended the development of an Implementation Plan for the Red Rock Corridor, which includes station area planning, updating ridership forecasts, and a financial plan that will result in the selection of a Locally Preferred Alternative to be amended into the 2040 Transportation Policy Plan; and

WHEREAS, Funding has not yet been secured for completion of the engineering, environmental analysis and the preparation of an application seeking federal funds for construction of the Locally Preferred Alternative; and

WHEREAS, Washington County has requested \$1.0 million in state bond funds for the completion of engineering, environmental analysis and the preparation of a federal funding application; and

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

RESOLVED, The Ramsey County Regional Railroad Authority approves the legislative position to support Washington County in their request to the legislature for \$1.0 million in state bond funds; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes 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.

6. Agreement with AECOM for On-Call Engineering Services at Union Depot (R2015-26)

Chair Ortega introduced additional wording that was recommended to be included in the agreement on page 2, section 4 (Cost), section 4.1. The additional wording is: *for the three year term. The maximum not to exceed fee for each of the one year renewal periods shall be \$100,000.* The amendment was seen as friendly.

VOTING

Motion by: Toni Carter

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

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

WHEREAS, The Ramsey County Regional Railroad Authority continues to seek out new uses and users for Union Depot including the development of the Gateway, Rush Line, and Riverview Corridor transitways as well as additional passenger rail service to Chicago; and

WHEREAS, The Ramsey County Regional Railroad Authority continues to be approached by parties seeking to utilize the property and building for uses beyond what was originally envisioned including more leasable space, reconfiguration of space, addition of a river balcony and additional access to the Upper Landing along the Mississippi River; and

WHEREAS, The Ramsey County Regional Railroad Authority needs to consistently and thoughtfully evaluate the multiple proposed uses for the Union Depot to ensure they are compatible with its vision for the facility; and

WHEREAS, Consistent and thoughtful analysis requires the procurement of engineering services; and

WHEREAS, Through Resolution #R2015-18, The Ramsey County Regional Railroad Authority authorized the release of the On-Call Engineering Services Request for Proposals on September 22, 2015; and

WHEREAS, The Proposal Review Committee evaluated and recommended the proposal submitted by AECOM as the most qualified proposal to the requested services; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the selection of AECOM to complete On-Call Engineering Services for Union Depot; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute an agreement with AECOM to provide On-Call Engineering Services for Union Depot from December 15, 2015 through December 31, 2018, in an amount not to exceed \$300,000; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute amendments to renew the term of the agreement for the period of January 1, 2019 through December 31, 2020 with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office; and Be It Further

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

7. Contract Amendment with AECOM for the Riverview Corridor Pre-Project Development Study (R2015-27)

VOTING

Motion by: Jim McDonough

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

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 Ramsey County Regional Railroad Authority is currently undertaking a Pre-Project Development Study for the Riverview Corridor; and

WHEREAS, The completion of Pre-Project Development Study for Riverview Corridor will result in the selection of the best vehicle and route for the corridor, its Locally Preferred Alternative; and

WHEREAS, The Pre-Project Development Study was originally identified for completion by December 31, 2015; and

WHEREAS, The Pre-Project Development Study has actively sought out public engagement opportunities to inform and solicit input from the public on the study; and

WHEREAS, The increased emphasis on public engagement has led to additional work on part of the original work scope resulting in out-of-scope activities; and

WHEREAS, The out-of-scope activities have come at the direction of the Riverview Corridor Policy Advisory Committee to more actively engage the public as well as to provide additional technical analysis to satisfy comments/questions raised by the public; and

WHEREAS, The out-of-scope activities have resulted in the need to extend the study timeline for the study and increase the budget; and

WHEREAS, The completion of out-of-scope activities results in the need to extend the timeline to December 31, 2016 with a Locally Preferred Alternative selected in the fall of 2016; and

WHEREAS, The addition of twelve months to the study timeline, completion of out-of-scope work and maintaining the high levels of public engagement results in an increased cost of \$559,557.54. Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amendment with AECOM, 800 LaSalle Avenue, Minneapolis, MN 55402, for consulting services for public engagement and design activities for the Riverview Corridor Pre-Project Development Study, for the period of January 1 2016 through December 31, 2016, in an amount not to exceed \$559,557.54; and Be It Further

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

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to transfer up to \$559,557.54 from the 2015 RCRRRA operating budget, to the 2015 RCRRRA project budget for consulting services for public engagement and design activities for the Riverview Pre-Project Development Study; 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.

8. Approval of the 2016-2017 Ramsey County Regional Railroad Authority Budget and the 2016 Tax Levy (R2015-28)

VOTING

Motion by: Victoria Reinhardt

Second by: Toni Carter

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, The County Manager presented the 2016-2017 Proposed Budget to the Ramsey County Regional Railroad Authority Board on August 4, 2015; and

WHEREAS, The Proposed 2016 Ramsey County Regional Railroad Authority budget is \$23,057,849 which represents an increase of 2.6% from 2015; and

WHEREAS, The Proposed 2017 Ramsey County Regional Railroad Authority budget is \$20,596,617 which represents a decrease of 10.67% from 2016; and

WHEREAS, The Ramsey County Regional Railroad Authority certified a proposed maximum levy of \$290,459,447 for 2016 on September 8, 2015, which represents an increase of 6.4% from 2015; and

WHEREAS, Two Public Hearings were held to receive public testimony on the budget: on September 15, 2015 at 1:30 p.m. in Council Chambers at the Ramsey County Courthouse 15 West Kellogg Blvd., St. Paul MN 55102, and on November 30, 2015 at 6:30 p.m. at The Ramsey County Library in Roseville, 2180 N. Hamline Avenue, Roseville, MN 55113; and

WHEREAS, This request is to approve the 2016-2017 Ramsey County Regional Railroad Authority Budget and the 2016 Tax Levy; and

WHEREAS, In 2016 a supplemental budget will be submitted with 2017 changes only; and

WHEREAS, the Ramsey County Regional Railroad Authority Board will certify a maximum tax levy, hold Public Hearings, and approve a final budget and tax levy for 2017 in 2016; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the 2016 budget of \$23,057,849; and the 2017 budget of \$20,596,617; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves that there be and hereby is levied in the year 2015 to be collected in the year 2016, a levy on all taxable properties in Ramsey County of \$20,459,447, as summarized below.

	RCRRA Operations	CIP	Debt Service	2016 RCRRA Total
Gross Budget	\$11,911,233	\$ 4,300,000	\$ 6,846,616	\$23,057,849
Less – Revenues	- \$ 1,886,713			\$ 1,886,713
Subtotal	\$10,024,520	\$ 4,300,000	\$ 6,846,616	\$21,171,136
Less – Fund Balance	- \$ 1,314,226			\$ 1,314,226
Subtotal	\$10,024,520	\$ 2,985,774	\$ 6,846,616	\$19,856,910
Plus – Estimated Tax Delinquency	+ \$ 200,490	\$ 59,715	\$ 342,332	\$ 602,537
Total Tax Levy	\$10,225,010	\$ 3,045,489	\$ 7,188,948	\$20,459,447

CORRIDOR UPDATES (Discussion can be found on archived video)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 9:57 am.


Sandra Jacobson
Administrative Secretary

Regional Railroad Authority Meeting
December 15, 2015 – ROLL CALL

Call to Order: 9:45

1. ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Toni Carter	☒	
Blake Huffman	☒	
Jim McDonough	☒	
Mary Jo McGuire	☒	
Victoria Reinhardt	☒	
Janice Rettman	☒	
Rafael Ortega	☒	

2. Agenda of December 15, 2015 is presented for approval

Moved:

TC

Seconded:

BH

	YEA	NAY	ABSENT
Toni Carter	☒		
Blake Huffman	☒		
Jim McDonough	☒		
Mary Jo McGuire	☒		
Victoria Reinhardt	☒		
Janice Rettman	☒		
Rafael Ortega	☒		

*change on
item #7*

-assuming it's on minutes

3. Minutes from November 17, 2015 are presented for approval

Moved:

VR

Seconded:

JB JR

	YEA	NAY	ABSENT
Toni Carter	☒		
Blake Huffman	☒		
Jim McDonough	☒		
Mary Jo McGuire	☒		
Victoria Reinhardt	☒		
Janice Rettman	☒		
Rafael Ortega	☒		

4. Legislative Position: Minnesota Department of Transportation Rail Office 2016 Legislative Initiatives - Support

Moved:

JR

Seconded:

JM

	YEA	NAY	ABSENT
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Rafael Ortega	☒	☐	☐

5. Legislative Position: Request for \$3 Million in state bond funds for the Gateway Corridor - Support

Moved:

BH

Seconded:

JM

Victoria

	YEA	NAY	ABSENT
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Rafael Ortega	☒	☐	☐

6. Legislative Position: Request for \$1.0 Million in state bond funds for the Red Rock Corridor - Support

Moved:

JR

Seconded:

JM

	YEA	NAY	ABSENT
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Rafael Ortega	☒	☐	☐

7. Agreement with AECOM for On-Call Engineering Services at Union Depot

Moved:

Seconded:

YEA NAY ABSENT

Janice Rettman
Toni Carter
Blake Huffman
Jim McDonough
Mary Jo McGuire
Victoria Reinhardt
Rafael Ortega

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Item #7 Amended Language

Moved:

Seconded:

YEA NAY ABSENT

Janice Rettman
Toni Carter
Blake Huffman
Jim McDonough
Mary Jo McGuire
Victoria Reinhardt
Rafael Ortega

✓	_____	_____
✓	_____	_____
✓	_____	_____
✓	_____	_____
✓	_____	_____
✓	_____	_____
✓	_____	_____

8. Contract Amendment with AECOM for the Riverview Corridor Pre-Project Development Study

Moved:

Seconded:

YEA NAY ABSENT

Janice Rettman
Toni Carter
Blake Huffman
Jim McDonough
Mary Jo McGuire
Victoria Reinhardt
Rafael Ortega

✓	_____	_____
✓	_____	_____
✓	_____	_____
✓	_____	_____
✓	_____	_____
✓	_____	_____
✓	_____	_____

9. Approval of the 2016-2017 Ramsey County Regional Railroad Authority Budget and the 2016 Tax Levy

Moved:

UR

Seconded:

TC

	YEA	NAY	ABSENT
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Rafael Ortega	☒	☐	☐

CORRIDOR UPDATES—

Meeting adjourned at 9:57 AM/PM

- ~~Inner city~~ - Inner city passenger rail - report on mtg.
- Riverview PAC
- Gateway Corridor
- Red Rock



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

REGIONAL RAILROAD AUTHORITY

Tuesday, December 15, 2015
Immediately following the Housing and Redevelopment Authority Meeting
Council Chambers – Third Floor Court House

.....

1. **ROLL CALL**

2. **Agenda of December 15, 2015 is presented for approval**

Approve the agenda for December 15, 2015.

3. **Minutes from November 17, 2015 are presented for approval**

Approve minutes of November 17, 2015.

ADMINISTRATIVE ITEMS

4. **Legislative Position: Minnesota Department of Transportation Rail Office
2016 Legislative Initiatives - Support**

1. Approve the resolution supporting the Minnesota Department of Transportation Passenger Rail Office 2016 legislative initiatives and transmit the resolution to the Governor and the Commissioner of the Minnesota Department of Transportation.
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.

5. **Legislative Position: Request for \$3 million in state bond funds for the
Gateway Corridor - Support**

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.

6. **Legislative Position: Request for \$1.0 million in state bond funds for the
Red Rock Corridor - Support**

1. Approve the legislative position to support Washington County in its request to the Legislature for \$1.0 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.

7. Agreement with AECOM for On-Call Engineering Services at Union Depot

1. Approve the selection of AECOM for completion of On-Call Engineering Services for Union Depot.
2. Authorize the Chair to execute the agreement with AECOM to provide On-Call Engineering Services for Union Depot from December 15, 2015 through December 31, 2018, in an amount not to exceed \$300,000.
3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement for the period of January 1, 2019 through December 31, 2020 with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

8. Contract Amendment with AECOM for the Riverview Corridor Pre-Project Development Study

1. Approve the Amendment with AECOM, 800 LaSalle Avenue, Minneapolis, MN 55402, for consulting services for public engagement and design activities for the Riverview Pre-Project Development Study, for the period of January 1, 2016 through December 31, 2016, in an amount not to exceed \$559,557.54.
2. Authorize the Chair to execute the Amendment.
3. Authorize the County Manager to transfer up to \$559,557.54 from the 2015 RCRRA operating budget, to the 2015 RCRRA project budget for consulting services for public engagement and design activities for the Riverview Pre-Project Development Study.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

POLICY ITEMS

9. Approval of the 2016-2017 Ramsey County Regional Railroad Authority Budget and the 2016 Tax Levy

1. Approve the 2016 budget of \$23,057,849 and the 2017 budget of \$20,596,617.
2. Approve the 2016 Tax Levy Statement of \$20,459,447.

CORRIDOR UPDATES

ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-54

Committee: Regional Railroad Authority

Meeting Date: 12/15/2015

SUBJECT

Agenda of December 15, 2015 is presented for approval

REQUESTED ACTION

Approve the agenda for December 15, 2015.



**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-55

Committee: Regional Railroad Authority

Meeting Date: 12/15/2015

SUBJECT

Minutes from November 17, 2015 are presented for approval

REQUESTED ACTION

Approve minutes of November 17, 2015.

ATTACHMENTS

1. Draft minutes from 11-17-2015

The Ramsey County Regional Railroad Authority met in regular session at 9:31 AM with the following members present: Carter, Huffman, McGuire, Ortega, Reinhardt, Rettman, and Chair McDonough. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

1. Approval of the November 17, 2015 agenda

VOTING

Motion by: Mary Jo McGuire

Second by: Toni Carter

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

2. Approve Minutes from October 6, 2015

VOTING

Motion by: Victoria Reinhardt

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Approval of Funding for Continued Analysis of a Second Train between Saint Paul and Chicago (R2015-22)

VOTING

Motion by: Janice Rettman

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, In July, 2015 the Minnesota Department of Transportation released the Evaluation of a Second Daily Intercity Passenger Rail Frequency between Minnesota and Chicago. This study analyzed the feasibility of adding an additional passenger rail round trip between Minnesota and Chicago and was done in cooperation with the Wisconsin Department of Transportation and Amtrak; and

WHEREAS, The study looked at four scenarios with service extending as far as Saint Cloud and Minneapolis. All scenarios included service to Union Depot in Saint Paul; and

WHEREAS, The Study concluded that adding an additional passenger rail round trip between Union Depot and Chicago was the most feasible to implement and that additional analysis should be undertaken to allow for the completion of an Environmental Assessment for the corridor; and

WHEREAS, Upon completion of the study a work scope for an Environmental Assessment was developed and shared with Wisconsin Department of Transportation, Ramsey County Regional Railroad Authority, and the Federal Railroad Administration. The Federal Railroad Administration informed Minnesota Department of Transportation that the work scope better fit into two phases. The first phase, the Service Development Plan, and the second phase, the Environmental Assessment; and

WHEREAS, The cost to complete an Environmental Assessment is estimated at \$850,000 to \$1,250,000 with the cost to complete Phase One, the Service Development Plan, at \$600,000. Funding for Phase One, the Service Development Plan, will be split between Minnesota and Wisconsin; and

WHEREAS, Wisconsin Department of Transportation has committed \$300,000 to be matched by \$300,000 in funding from Minnesota. Minnesota Department of Transportation does not have funding available for the match. Without a Minnesota match to Wisconsin funds, the Wisconsin funds will be reallocated to another project. Not wanting to miss the opportunity to continue to advance passenger rail in Minnesota, the Minnesota Department of Transportation approached the Ramsey County Regional Railroad Authority to discuss options for funding the Minnesota portion of the study; and

WHEREAS, Ramsey County Regional Railroad Authority recognized the importance of continued analysis on additional passenger train service between Union Depot and Chicago. Providing the match is consistent with Ramsey County Regional Railroad Authority's goal of providing additional transportation options at Union Depot and for all of Ramsey County; and

WHEREAS, By providing the \$300,000 Minnesota match, the Ramsey County Regional Railroad Authority allows work to progress on the additional passenger rail round trip. Upon Ramsey County Regional Railroad Authority committing to provide the \$300,000 match, Minnesota Department of Transportation will notify Wisconsin Department of Transportation of the availability of the Minnesota match to Wisconsin funds; and

WHEREAS, Minnesota Department of Transportation, Wisconsin Department of Transportation, and Ramsey County Regional Railroad Authority will then finalize a high-level work scope that will become part of a funding agreement between Ramsey County Regional Railroad Authority and Minnesota Department of Transportation, and an agreement between Wisconsin Department of Transportation and Minnesota Department of Transportation for funding Phase One, the Service Development Plan. The agreement will establish that Ramsey County Regional Railroad Authority funding will be provided on a reimbursement basis up to \$300,000 for a defined work scope that will serve as guidance for the selected consultant as the consultant develops a detailed work scope in collaboration with Minnesota Department of Transportation, Wisconsin Department of Transportation and Ramsey County Regional Railroad Authority. The funding agreement will be brought before the Ramsey County Regional Railroad Authority board at a future meeting date; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the expenditure of \$300,000 towards the completion of Phase One, the Service Development Plan, for the Environmental Assessment for the addition of a second round-trip passenger train between Saint Paul and Chicago.

CORRIDOR UPDATES (Discussion can be found on archived video.)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 9:45 am.

Sandra Jacobson
Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-46

Committee: Regional Railroad Authority

Meeting Date: 12/15/2015

SUBJECT**Contract Amendment with AECOM for the Riverview Corridor Pre-Project Development Study****REQUESTED ACTION**

1. Approve the Amendment with AECOM, 800 LaSalle Avenue, Minneapolis, MN 55402, for consulting services for public engagement and design activities for the Riverview Pre-Project Development Study, for the period of January 1, 2016 through December 31, 2016, in an amount not to exceed \$559,557.54.
2. Authorize the Chair to execute the Amendment.
3. Authorize the County Manager to transfer up to \$559,557.54 from the 2015 RCRRA operating budget, to the 2015 RCRRA project budget for consulting services for public engagement and design activities for the Riverview Pre-Project Development Study.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

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 Riverview Corridor is 12.3 miles long, extending from Union Depot in downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America in Bloomington. The Riverview Corridor is a key commercial transportation route that has benefited from several major redevelopment projects, including the Schmidt Brewery property and Victoria Park (formerly Koch Tank site), and is poised for future redevelopment projects, including Seven Corners, the Ford Plant and the US Bank property located at Shepard Road and Davern Street.

On April 22, 2014, the RCRRA approved entering into a contract with AECOM and initiated a Pre-Project Development (PPD) Study for the corridor to compare all transit vehicles (modes) and routes (alignments). The PPD Study was scoped to be completed in eighteen months and result in the selection of the Locally Preferred Alternative (LPA).

Work on the Riverview Corridor Pre-Project Development (PPD) Study has progressed. The Riverview Policy Advisory Committee (PAC) approved several technical memos, including the Development Market Analysis, the Transit Travel market Analysis and the study's Purpose and Need document. Public engagement activities have been held throughout the

Contract Amendment for the Riverview Corridor Pre-Project Development Study

study, including five open house community meetings, regular meetings with district councils and business associations and numerous pop-up meetings and outreach activities. A project website and Facebook page were developed and launched. Currently, the project team is developing criteria to perform the initial screening of alternative route alignments in preparation for the third round of open house community meetings.

Despite this progress, the study has fallen behind schedule and the Study consultant, AECOM, has performed more work than originally anticipated in its contract for the Study, although the work was necessary. At the beginning of the study it was determined that the PAC would delegate non-milestone decisions to technical staff and focus on milestone decisions such as approval of the Purpose and Need Statement, Universe of Alternatives, Screening of Alternatives and finally the Locally Preferred Alternative. As the study progressed, the PAC decided it needed to engage itself further into the decision making process and have more regular meetings. Additionally, the PAC directed staff to have the Technical Advisory Committee (TAC) meetings open to the public and to add public engagement activities. Additional PAC meetings has resulted in additional TAC meetings and activity including formation of additional technical committees to review technical information and additional technical analysis to address public comments. These decisions have benefited the PPD Study and provided a greater level of transparency and engagement for the public, but have extended the study timeline and increased costs.

RCRRA staff requested that AECOM provide a list of out-of-scope work tasks not included in the original scope of its consultant contract and a revised schedule to accomplish the increased level of effort required for the study. AECOM and RCRRA staff have met to finalize these changes and prepare the Amendment to the contract to extend the term from January 1, 2016 to December 31, 2016 and to increase the budget by \$559,557.54.

Staff requests approval from the RCRRA for an Amendment to the Riverview Corridor PPD Study contract in the amount of \$559,557.54 to complete the study in December 2016.

BUDGETARY IMPACT

The RCRRA has funding to cover this cost in its 2015 project budget.

COUNTY MANAGER COMMENTS

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

PREVIOUS ACTION

On April 22, 2014, the Ramsey County Regional Railroad Authority approved the selection of AECOM to provide consulting services for the completion of the Riverview Corridor Pre-Project Development Study and authorized the Chair to execute a contract with AECOM in an amount not to exceed \$1,450,000 (R2014-12).

Contract Amendment for the Riverview Corridor Pre-Project Development Study

On January 28, 2014, the Ramsey County Regional Railroad Authority approved the release of a Request for Proposals for the Riverview Corridor Pre-Project Development Study (R2014-06).

On September 24, 2013, the Ramsey County Regional Railroad Authority approved the membership of a Policy Advisory Committee that is geographically balanced and includes residents, businesses, policy makers and agencies to provide guidance to the Ramsey County Regional Railroad Authority in preparing the Pre-Project Development Study (R2013-30).

On May 7, 2013, the Ramsey County Regional Railroad Authority authorized the use of \$1,500,000 in Ramsey County Regional Railroad Authority funds for the completion of a Pre-Project Development Study for the Riverview Corridor (R2013-19).

ATTACHMENTS

1. Draft Resolution
2. Amendment
3. Amendment Exhibit A

Draft Resolution

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 Ramsey County Regional Railroad Authority is currently undertaking a Pre-Project Development Study for the Riverview Corridor; and

WHEREAS, The completion of Pre-Project Development Study for Riverview Corridor will result in the selection of the best vehicle and route for the corridor, its Locally Preferred Alternative; and

WHEREAS, The Pre-Project Development Study was originally identified for completion by December 31, 2015; and

WHEREAS, The Pre-Project Development Study has actively sought out public engagement opportunities to inform and solicit input from the public on the study; and

WHEREAS, The increased emphasis on public engagement has led to additional work on part of the original work scope resulting in out-of-scope activities; and

WHEREAS, The out-of-scope activities have come at the direction of the Riverview Corridor Policy Advisory Committee to more actively engage the public as well as to provide additional technical analysis to satisfy comments/questions raised by the public; and

WHEREAS, The out-of-scope activities have resulted in the need to extend the study timeline for the study and increase the budget; and

WHEREAS, The completion of out-of-scope activities results in the need to extend the timeline to December 31, 2016 with a Locally Preferred Alternative selected in the fall of 2016; and

WHEREAS, The addition of twelve months to the study timeline, completion of out-of-scope work and maintaining the high levels of public engagement results in an increased cost of \$559,557.54. Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amendment with AECOM, 800 LaSalle Avenue, Minneapolis, MN 55402, for consulting services for public engagement and design activities for the Riverview Corridor Pre-Project Development Study, for the period of January 1 2016 through December 31, 2016, in an amount not to exceed \$559,557.54; and Be It Further

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

47
48 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the
49 County Manager to transfer up to \$559,557.54 from the 2015 RCRRA operating budget,
50 to the 2015 RCRRA project budget for consulting services for public engagement and
51 design activities for the Riverview Pre-Project Development Study; and Be It Further
52

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

**AMENDMENT TO AGREEMENT BETWEEN RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY
AND AECOM TECHNICAL SERVICES, INC.**

THIS AMENDMENT TO AGREEMENT ("Amendment") is made as of December __, 2015 and is by and between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA") and AECOM Technical Services, Inc., 800 LaSalle Avenue, Minneapolis, MN 55402 ("Contractor").

Recitals

WHEREAS RCRRA and Contractor entered into an Agreement dated 07/10/2014, for professional services on the Riverview Corridor Pre-Project Development Study ("Agreement"); and

WHEREAS, the term of the Agreement expires December 31, 2015 and RCRRA and Contractor desire to extend the term of the Agreement; and

WHEREAS, The RCRRA has determined that additional services are required; and

WHEREAS, the parties wish to amend the Agreement to include the additional services shown on Exhibit A to this Amendment, and to include the cost of the additional services of \$559,557.54 in the maximum not-to-exceed costs to be paid by the RCRRA to Contractor pursuant to the Agreement, as amended, to result in a total amount of \$2,009,557.54;

NOW THEREFORE, RCRRA and the Contractor hereby amend the Agreement as follows:

1. The Contractor shall provide the additional services show on Exhibit A attached to this Amendment, which is incorporated into the Agreement, and the maximum not-to-exceed amount to be paid to the Consultant in accordance with the schedule of costs and other terms and conditions of the Agreement is increased by \$559,557.54 as shown on Exhibit A to increase the total maximum not-to-exceed amount of the Agreement from \$1,450,000 to the total amount of \$2,009,557.54 inclusive of fees and reimbursable expenses.
2. The Agreement is amended to extend the term through December 31, 2016.

Except as modified herein, the terms of the Agreement shall remain in full force and effect.

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

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

Julie Kleinschmidt, County Manager

Date: _____

Approval recommended:

Timothy A. Mayasich, Director
Ramsey County Regional Railroad Authority

Date: _____

Approved as to form:

Assistant County Attorney

Date: _____

**AECOM TECHNICAL
SERVICES, INC.**

By: _____

Print Name: _____

Title: _____

Date: _____

Revised Work Plan

Herein is the revised 17 June 2014 Work Plan, based on the revised working schedule discussed with the Policy Advisory Committee on 12 November 2015. The revised schedule would change the Study's duration by twelve (12) months, from a completion date of 31 December 2015 to 31 December 2016.

Summary of Revised Project Schedule

From 1 July 2014 through 31 December 2016.

Summary of Project Deliverables

The following project deliverables will be completed during the course of the Riverview Corridor Pre-Project Development Study. The review cycle for Project Reports #2 through 9 and Technical Memoranda #1-9 is as follows:

- Draft before public review: RCRR/PMT → TAC recommendation → PAC approval of draft
- Final draft after public review: RCRR/PMT → TAC recommendation → PAC approval of final

Project Reports

1. Project Management Plan
2. Quality Management Plan
3. Public Communications Plan
4. Travel Demand Forecasting Methodology
5. Capital Cost Methodology
6. Operating and Maintenance Cost Estimating Methodology
7. Detailed Definition of Alternatives
8. Pre-Project Development Study
9. The Riverview Corridor Locally Preferred Alternative

Project Technical Memoranda

1. Previous and Work-In-Progress Transportation Planning
2. Transit Travel Demand Market Analysis
3. Development/Employment Market Analysis
4. Problem Statement and Goals
5. Development and Screening of Initial Alternatives
6. Operating Plans
7. Assessment of Transportation Issues
8. Assessment of Community Issues
9. Project Technical Memorandum 9: Assessment of Social, Environmental, and Economic Issues

Exhibit A

Riverview Corridor Pre-Project Development Study

Original: 17 June 2014; Revised 20 November 2015

Task 1: Previous and Work In-Progress Transportation Planning and Redevelopment Initiatives

The AECOM Team understands that extensive, relevant planning activities have recently been undertaken within the Riverview Corridor and the broader region; many members of the AECOM Team participated in or led one or more of these activities. The Team will augment its knowledge base through a review of previous and in-progress transportation planning initiatives, including, but not limited to those listed in the RFP.

In addition to understanding this completed and ongoing work, the AECOM Team will review transportation and land use plans for municipalities and entities in the study area, including existing and projected land uses, traffic volumes, transportation system performance/congestion levels and planned/programmed study area transportation infrastructure improvements.

In-house materials pertaining to known cultural resources and that were obtained during the East Metro Rail Capacity Study and the Union Depot Multi-Modal Transit Hub project completed by the 106 Group will be reviewed. In addition, supplemental research will be conducted at the Minnesota State Historic Preservation Office to identify any cultural resources that have been identified since these previous investigations. A brief memorandum will be prepared describing the previously identified cultural resources along the corridor to inform identification and initial screening of alternatives and included an attachment to Technical Memorandum 1. The summary will focus on cultural resources that have been listed or determined eligible for listing in the NRHP.

Deliverables:

- Project Technical Memorandum: Previous and Work-In-Progress Transportation Planning. Highlights of relevant materials provided to inform the development of the Study's Purpose and Need; definition and evaluation of alternatives; and challenges and opportunities associated with the advanced alternatives.

Task 2: Project Management

The AECOM Team Project Manager and the Core Task Managers will report the status of the project budget, work effort, progress and schedule. A key part of the professional management of this study will be the responsiveness to the latest guidance from the FTA regarding the Riverview Corridor LPA's entry into the New Starts funding program.

Study Team

The Study Team will be made up of the RCRRA Project Manager and Deputy Project Manager, and the AECOM Team Project Manager and Task Leads. The Study Team will convene in person or via teleconference every week to discuss the Project's progress, anticipate/resolve issues, and plan upcoming tasks. The AECOM Team will schedule and prepare the materials for these meetings including agendas, handouts, presentations and notes.

2.1: Project Management Team (PMT)

The PMT will be made up of the following

- RCRRA Project Manager and Deputy Project Manager
- AECOM Team Project Manager and Task Leads
- City of Saint Paul TAC representative
- MnDOT TAC representative
- Met Council TAC representative
- Metro Transit TAC representative
- Hennepin County TAC representative

The PMT will meet every six to eight weeks to guide the technical work for the Study, including facilitating staff-level, inter-agency coordination. The AECOM Team will schedule and prepare the handouts (agendas, presentations, summary list of decisions/action items) for these meetings.

Exhibit A

Riverview Corridor Pre-Project Development Study

Original: 17 June 2014; Revised 20 November 2015

1 Federal Coordination

2 Together with Jeff Boothe/Holland + Knight, the AECOM Team will monitor updates to rulemaking on the Federal
3 Transit Administration's (FTA) Capital Investment Program. We will work with the RCRRA and its agency partners to
4 assess the potential applicability of such rulemaking to the Riverview Corridor PPD Study and identify any potential
5 modifications to the Study.

6 Additionally, it will be important early on in the Project, and regularly thereafter, to interface with officials from FTA
7 Region 5 to brief them on project progress, obtain their feedback on elements such as the project Purpose & Need
8 and ridership modeling approach, and inquire about any issues such as undefined areas of guidance. The AECOM
9 Team also anticipates some level of coordination with other federal agencies such as the Federal Highway
10 Administration and Federal Railroad Administration, depending on the alternatives defined in the Study.

11 Deliverables:

- 12 • Preparation for and participation in weekly Study Team meetings
- 13 • Preparation for and participation in PMT meetings (generally every six to eight weeks)
- 14 • PMT meeting materials including agendas, handouts, and notes.
- 15 • Presentation to the TAC and PAC on current FTA/MAP-21 guidance – Policy guidance on specific
- 16 requirements for Entry into Engineering.

17 2.2: Project Management Plan

18 The AECOM Team will develop a Project Management Plan (PMP) that could be used as the foundation of an FTA
19 New Starts/Small Starts PMP. The PMP will define the following elements:

- 20 • Project organization: Identify project goals, roles and responsibilities of key participants
- 21 • Work scope and schedule: Establish the approach, policies and procedures for undertaking the study
- 22 • Project management, control and monitoring: Develop procedures for quality control and assurance
- 23 • Communications program
- 24 • Quality management plan/procedures
- 25 • Other issues related to project implementation

26 The PMP for the Riverview Corridor PPD Study will be reviewed and approved by the RCRRA. The AECOM Team
27 will incorporate RCRRA's comments on the PMP.

28 Project Schedule

29 The AECOM Team and RCRRA will coordinate a monthly look-ahead schedule early in the Project. The schedule
30 will define major project milestones/deliverables; proposed dates of the Technical Advisory Committee (TAC) and
31 Policy Advisory Committee (PAC) meetings, and public involvement/outreach efforts. Appendix A presents the
32 Project schedule.

33 Invoice

34 Each month, an invoice and progress report will be submitted to the RCRRA's Project Manager with the following
35 information:

- 36 • Invoice: Percentage of completion by task and percentage of task budget used.
- 37 • Progress Report: Number of hours spent by task during the previous month; the cumulative hours to-date; a
38 comparison to the budgeted hours; the percent complete; and a description of tasks or deliverables
39 completed during that month; a statement of resolution or action for resolution of identified problems that
40 may have been encountered during the previous month.

41 Deliverables:

- 42 • Project Report: Project Management Plan. Two drafts and one final.
- 43 • Monthly progress reports and Issues/action logs

Exhibit A

Riverview Corridor Pre-Project Development Study

Original: 17 June 2014; Revised 20 November 2015

1 Task 2.3: Quality Management Plan

2 AECOM has a rigorous corporate Quality Management program that is ISO:9001:2010 certified and addresses the
3 policies and procedures that provide a uniform and professional standard of quality to meet our client's needs. Our
4 Quality Management System (QMS) includes a series of implementing procedures subdivided into key process
5 sections that address the project from planning through construction. The sections of the QMS include:

- 6 • Administrative: Document control and requirements for documenting verbal direction
- 7 • Contract Control: Communication of contract requirements and subconsultant quality
- 8 • Project Management: project planning and management of changes
- 9 • Engineering and Design Control: producing and reviewing design documents
- 10 • Construction Support Services: field engineering, inspection and requests for information (RFIs)
- 11 • Quality Assurance: auditing compliance with QMS procedure

12 The QMS procedures apply to all project phases, including planning, community outreach, issue resolution,
13 preliminary engineering, final design, cost estimating, development of design-bid-build documents, and construction.
14 QMS for the Riverview corridor will not include final design and construction services, however, the key engineering
15 design elements will be applied to the concept corridor development. AECOM will document QA/QC procedures in a
16 project-specific quality manual that applies to our entire team and addresses all aspects of work.

17 With the AECOM QMS as its basis, the Project Quality Management Plan will address project-specific requirements.
18 The following are brief descriptions of the key features of the manual.

19 **Issue Resolution Procedures** are clearly outlined and include the process for defining issues; determining
20 interested parties; and outlining roles, responsibilities, and procedures to resolve issues and document outcomes.

21 **Technical Memorandum and Report Document Quality Assurance** is achieved through a multi-
22 disciplinary/interdisciplinary review procedure. All documents are reviewed by interfacing disciplines. The review
23 procedure then includes a coordinator, often the project manager, to ensure full integration of the comments provided
24 by the disciplines.

25 **Project Distribution Lists and Protocols** will ensure the appropriate distribution of memos, reports, schedules, and
26 other documentation.

27 **Project Implementation Plan (PIP)** will describe how the scope of services will be accomplished. It includes the
28 project schedule, a budget breakdown by discipline and/or task, definition of management oversight responsibilities,
29 and a procedure for scope changes.

30 **Design Task Protocols (DTP)** and review checklists are used to ensure compliance with design criteria and
31 regulatory agency requirements. The DTPs describe the requirements to complete a task. The review checklists are
32 used during quality control checks to ensure compliance with the DTPs.

33 **Engineering and Design Control Procedures** are included to address the preparation and review of calculations,
34 drawings, specifications and reports. They specify checking procedures for all calculations, computations,
35 dimensions and scales.

36 The manual also outlines procedures for configuration management, design changes, and quality assurance
37 surveillance.

38 Deliverables:

- 39 • Project Report: Quality Management Plan. One draft and one final document that includes quality
40 assurance/control, document control/archiving, progress reports, tracking of milestones and deliverables,
41 and the input cycle of stakeholders as well as how the study schedule will be maintained.

Exhibit A

Riverview Corridor Pre-Project Development Study

Original: 17 June 2014; Revised 20 November 2015

Task 3: Stakeholder and Public Engagement

See Attachment C for a detailed list of the number of meetings.

Task 3.1: Coordination with Strategic Communications Consultant

The AECOM Team will coordinate with the Strategic Communications Consultant, whose scope of work is provided as Appendix B. Additionally, the AECOM Team's budget includes an allowance not to exceed the printing costs incurred through 11 September 2015. This allowance is to print collateral materials to the Strategic Communications Consultant. These collateral materials are those that the AECOM Team would develop as part of the Riverview Corridor Pre-Project Development Study. They are not specific to the Strategic Communications Consultant's scope of work per Appendix B.

Documentation of Comments and Responses

Throughout the Riverview Corridor PPD Study, we will maintain a log of public comments received and responses provided by Project milestone (e.g. Purpose and Need). This will provide an ongoing record of both the public engagement process and the efforts made to respond to public input on the evaluation of alternatives, the selection of the locally preferred alternative and other aspects of the PPD process.

Task 3.2: Participation and Communications Plan

A Participation and Communication Plan (PCP) will be developed that will guide public involvement throughout the Project. The PCP will:

- Document the purpose and objective of the public dialogue
- Identify affected stakeholders including residents, businesses, employers, neighborhood and business organizations, advocacy groups, and many others.
- Identify specific techniques that will be used to engage the public including frequencies, formats/venues, schedule, etc.
- Identify notification and education approaches
- Establish a process and tracking comments received and responses to those comments
- Identify approaches for working with non-English speaking populations and other groups not traditionally involved in transportation planning projects.
- Identify materials that will be produced for the Project including frequency and schedule

Task 3.3: Public Engagement Advisory Panel

Recognizing that outreach and engagement work is ongoing in the corridor, we will form and facilitate a Public Engagement Advisory Panel (PEAP), in collaboration with RCRRA and the Strategic Communication Consultant. The PEAP may consist of communication representatives from the corridor cities, neighborhood organizations, business associations, as well as from MSP Airport/Metropolitan Airports Commission and Mall of America. The PEAP would generally meet quarterly during the Study.

Task 3.4: Community and Stakeholder Meetings

Technical Working Groups

Technical Working Groups would be comprised of various agency staff members whose focus is to vet methodologies, assumptions and results before they are reviewed by the Technical Advisory Committee (TAC). The membership of each Technical Working Group is smaller since it is focused on details of particular disciplines such as service planning; operations and maintenance costs; ridership; land use and economic development; and implementation.

Advisory Committee Meetings

The AECOM Team will support TAC and PAC meetings (preparation of announcements, agendas, information packets, electronic presentations, and meeting summaries).

Exhibit A

Riverview Corridor Pre-Project Development Study

Original: 17 June 2014; Revised 20 November 2015

1 Open House Meetings

2 Four rounds of public open house meetings will be held in three locations (twelve meetings). The AECOM Team will
3 complete all preparation for these meetings including meeting announcements, agendas, information packets, take-
4 home materials, presentation exhibits, electronic presentations (for example, PowerPoint), wayfinding signs and
5 public meeting summaries. We will identify and reserve venues, develop and distribute meeting announcements,
6 prepare news releases for RCRRA distribution, prepare materials for the project website, arrange for meeting
7 refreshments and room set-ups and provide any other meeting logistics and services for a successful public meeting.
8 We will attend these meetings and, if desired by RCRRA, assist in presentations.

9 Community and Stakeholder Meetings

10 In addition to the above public meeting open houses, we will participate in community and stakeholder meetings as
11 directed by RCRRA:

- 12 • Up to twenty-two (22) budgeted and conducted as of 11 September 2015
- 13 • Up to five (5) meetings in downtown Saint Paul, W. 7th Street, and Highland Park (as approved by the PAC
14 14 May 2015)
- 15 • Up to eight (8) meetings in Minneapolis and Bloomington (as approved by the PAC 14 May 2015)

16 It is anticipated that these meetings would include, but not be limited to, meetings with district councils, business
17 organizations, and other groups in the Riverview Corridor. We will coordinate with RCRRA, the PEAP, and Strategic
18 Communications Consultant on this effort. As much as possible, the AECOM Team would take advantage of other
19 engagement outlets – e.g. for the Rush Line Corridor; Saint Paul Chamber of Commerce – to present information on
20 the Riverview Corridor Study.

21 The AECOM Team will prepare meeting materials and attend meetings as directed by RCRRA. We will also assist
22 RCRRA in preparing for other community meetings as directed by RCRRA. It is anticipated that RCRRA staff would
23 organize these meetings and determine which meetings the consultant team would attend.

24 Foreign Language Interpretation/Translation

- 25 • Allowance for interpretation services for open house meetings that is consistent with the budget, and as
26 directed by RCRRA. (See Attachment D.) This allowance is intended for translating open house
27 announcements and handouts.

28 Task 3.5: Community Milestone Notification/Project Communications

29 The first step in effective public engagement is making sure that people know that they can participate and how to do
30 so. This can be very challenging because of the number of people to reach and the geographic area to cover. We
31 will utilize all strategies identified in the PCP, to be prepared at the start of the project. At a minimum, we would
32 expect to use the following strategies:

- 33 • E-mail blasts
- 34 • Press releases
- 35 • Website announcements
- 36 • Social media posts
- 37 • Postcard mailings
- 38 • Video clips

39 We will coordinate with the Strategic Communications Consultant and the PEAP regarding how to notify the Project's
40 appropriate networks efficiently regarding key milestones and upcoming events.

41 Task 3.6 Visualization and Video

42 Visualization

43 The AECOM Team will develop up to four (4) photo simulations of areas to be determined with RCRRA. These
44 visualizations will support the selection of the Locally Preferred Alternative (LPA).

Exhibit A

Riverview Corridor Pre-Project Development Study

Original: 17 June 2014; Revised 20 November 2015

1 Educational Video

2 This scope of work includes an allowance for short educational video(s). The purpose of such videos is to provide
3 information at key study milestones, and are intended to be a series of very short "clips" (2 to 3 minutes per clip).
4 These could be posted on YouTube and could also be edited together, particularly at the completion of the project, to
5 create a longer video documenting the process. This approach would also provide the opportunity to build in video
6 clips of meetings, testimonials, and other personal interest elements.

7 To assist us with making the video clips, we will be working in partnership with Saint Paul Neighborhood Network
8 (SPNN). SPNN is non-profit community media center serving Saint Paul and the Twin Cities metro area. Their
9 mission is to empower people to use media and communications to better lives, use authentic voice and build
10 common understanding. They operate five channels on the Comcast cable system, which reaches 52,000 cable
11 households in Saint Paul. With SPNN's experience of working with Saint Paul organizations and neighborhoods,
12 they will be able to provide local creativity for our video clips and provide insight into engaging storylines for our
13 project milestones.

14 Task 3.7: Non-Traditional Engagement

15 Our team understands the importance of including strategies to reach constituents along the corridor who traditionally
16 are not involved in transportation decision making. We have demonstrated successful experience on other projects
17 in engaging communities that are diverse in culture, language and ethnicities. We will identify neighborhood, non-
18 profit and service organizations that are already working with these diverse communities and will collaborate with
19 them on efforts to involve their constituents.

20 We will also contact schools in the project area to identify opportunities for engaging students and their parents. We
21 will translate public outreach materials into up to three languages (most likely Spanish, Hmong and Somali) and we
22 will have interpreters in these languages available for all public open houses meetings and any other meetings held in
23 diverse communities.

24 Whatever tools we use, our public involvement strategies will be focused on capturing constituents' feedback and
25 concerns. We will make a purposeful effort to document all concerns and responses to those concerns. We will use
26 a database to track comments, how they were addressed and, if provided, the contact information of the constituent
27 who provided the comment so that we can provide a response to their comment. The database will also assist in
28 compiling this information and providing a summary for the Public Involvement Report.

29 In addition, it is important to include and draw from existing local knowledge. We propose the following activities to
30 assist in guiding our public engagement work and ensure that our activities are appropriate for the communities along
31 the corridor.

32 Pop-Up Meetings

33 We would take project information out to popular community locations (for example, grocery stores, libraries,
34 community centers, social service centers, coffee shops, downtown skyways, the Mall of America) and major
35 employers to hold informal public conversations about the project. We would use a combination of a traveling
36 display, one-on-one or small group conversations, and an on-line survey (also provided in paper copy) to gather and
37 document public comments. We would also work with Metro Transit to hold similar meetings at transit stations or
38 engage bus riders at major bus stops or on the bus. If acceptable to the public agencies, we would provide small
39 incentives to people to encourage them to engage in these conversations and participate in the surveys. The scope
40 and budget include the conduct of the following:

- 41 • Up to twenty (20) pop-up meetings as originally scoped
- 42 • Up to ten (10) additional pop-up meetings at activity/transit centers along the W. 7th Street corridor (within
43 the City of Saint Paul); this additional number accounts for the study's revised end date to
44 31 December 2016
- 45 • Up to seven (7) pop-up meetings at community events along the W. 7th Street corridor (within the City of
46 Saint Paul); this additional number accounts for the study's revised end date to 31 December 2016
- 47 • Within Hennepin County:
 - 48 ○ Up to five (5) pop-up meetings/locations

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- Up to five (5) traveling display locations
- Up to four (4) mini-open houses/walking tours
- Up to three (3) community events

Virtual Meetings

We would use Mindmixer (a web-based tool) that would allow us to offer a "virtual" public open house meeting to constituents who are unable, or do not want, to attend a public meeting. With MindMixer, constituents are able to have an interactive experience; for example, they are able to post comments on an electronic map and provide feedback to posted questions. In addition, such web-based tools allow for easy tracking of feedback or issues for the constituent and study team, as well as a method for the study team to respond back to the constituent on the status of their feedback. Another advantage of using MindMixer is the ability for a constituent to promote their comments/issues through social networking and thus propagate the project information: when a constituent comments on the project, they have the option of posting their comment on their Facebook page along with a note that encourages others in their network to review the project information and also comment. This is an excellent option for those individuals who prefer accessing information via the internet. It is also possible to set up web-based tools for automatic translation into other languages if desired.

3.8. Mini-Charrettes

To facilitate the development of the Corridor vision and definition of alternatives, the AECOM Team would conduct mini-charrette(s) or small-group work session(s) with stakeholders and/or advisory committees on one or both of the topics indicated below, and depending upon the budget:

- Corridor Vision: Issues and opportunities; market analyses; development opportunities
- Definition of Alternatives: Alignment and station locations; priorities regarding use of existing right-of-way, e.g. on-street parking, exclusive transit lanes; interline with existing and/or future transitways; end-of-line options; potential operations and maintenance sites and facility program.

The revised budget includes an allowance for up to three additional mini-charrettes. Ultimately, the number of mini-charrettes that is accommodated within the budget depends upon the number of different locations and the level of effort/scope entailed to coordinate and execute each session.

Deliverables:

- Project Report: Participation and Communications Plan
- Public and Stakeholder comment log
- Stakeholder distribution lists
- Meeting preparation and participation, including agendas, information packets, presentation exhibits, electronic presentations, and notes
- Support materials for open house and community meetings including presentations and display materials, handouts, and wayfinding signs
- Consultant Public Involvement Lead and/or Project Manager attendance at open house and select community meetings
- Educational video and visualizations
- Foreign language translation and interpretation services
- Study Community Milestone Notification Plan and distribution of notification to the public of key milestones of the study

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1 Task 4: Market Analysis

2 Task 4.1: Transit Travel Demand Market Analysis

3 As part of our Team's work on the Rush Line Corridor Pre-Project Development Study, we are already mobilized to
4 collect the information and define a methodology to perform this work. We recognize the potential to refine the
5 approach to suit the Riverview Corridor, which is not a traditional commuter corridor like Rush Line. Specifically, we
6 foresee refinements to capture trips associated with the MSP Airport and Mall of America.

7 A transit travel demand market analysis will be undertaken to help the PAC identify the Riverview Corridor's markets.
8 The market analysis will be done for the entire corridor and will help develop the Problem Statement and the Goals
9 and Objectives in Task 5.

10 The following metrics will be examined as part of the market analysis:

- 11 • Trip length
- 12 • Trip type
- 13 • Time of day
- 14 • Origin and destination of trips. For example, the following figure shows observed work and non-work transit
15 trips to MSP from the current TBI On Board survey.
- 16 • Other modes available
- 17 • Low income households and trips
- 18 • Zero car households and trips
- 19 • Existing transit service, including the local, limited, and express bus routes in the corridor, at St. Paul Union
20 Depot, the airport, and the Mall of America
- 21 • Proposed transit service.

22 Task 4.2: Development/Employment Market Analysis

23 The AECOM team will conduct a development/employment market study that provides the PAC with an assessment
24 of TOD potential at the corridor and station area levels through analysis of short- and long-term demand (e.g. 2015
25 and 2030). This analysis will support screening of the initial alternatives (identified in Task 6) by exploring and
26 explaining the corridor market realities and dynamics. The AECOM team proposes completing this task through a
27 Roundtable with Real Estate Professionals and a Development/Employment Implementation Plan, which will provide
28 a framework and specific recommendations for moving forward.

29 *Roundtable with Real Estate Professionals*

30 The AECOM team will build on its extensive knowledge of the corridor and its market dynamics by scheduling,
31 coordinating, and facilitating a Roundtable with Real Estate Professionals. This roundtable will assess the impact
32 and potential benefit of improved transit service in the corridor. The workshops will allow us to probe potential
33 development opportunities along the corridor, the willingness of the development community to invest in the corridor,
34 and their potential willingness to financially contribute to the building and operation of the potential transit investment
35 strategies under consideration for the Riverview Corridor.

36 This scope of work has been revised to allow the conduct of three (3) roundtable sessions. These sessions were
37 held in February 2015.

38 *TOD Implementation Plan*

39 The TOD Implementation Plan for the Riverview Corridor would include community context. It is essential that the
40 TOD Implementation Plan address the transit/development nexus at every step of the process, starting with the PPD,
41 so that the preferred transit investment strategy and the study area's planning, zoning, and development efforts are
42 fully meshed.

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1 We will prepare a TOD Implementation Plan for the corridor that would incorporate community context such as
2 employment-oriented development, mixed-use development, and affordable housing. It will identify redevelopment
3 barriers, opportunities, and implementation strategies for coordinating redevelopment and affordable housing with a
4 future transit investment.

5 But the plan will be far more than the sum of its parts. From our team's local and national experience in transit and
6 community planning, we understand that a high-capacity transit investment strategy within the Riverview Corridor has
7 neighborhood-building in its DNA. And with this approach come three other strategic gains: higher levels of ridership;
8 a solid platform for public-private partnerships; and an enhanced competitive position for federal funding.

9 To that end, the TOD Implementation Plan will set forth specific recommendations regarding the amount, type, mix,
10 and intensity of uses appropriate for station areas within the Riverview Corridor. The plan will rely to the greatest
11 extent possible on the extensive work that the City has already done, and will be built on three strategic foundations.

12 1. **TOD Planning Principles.** Every TOD opportunity is unique, but most successful initiatives share four
13 defining characteristics: relative compactness and density, compared to the surrounding areas; a rich mix of
14 uses, including affordable housing; a safe, attractive and highly inter-connected pedestrian environment; and
15 a reduce on and visual de-emphasis of parking.

16 We will apply these principles to each major segment of the Corridor. We will examine relevant aspects of
17 City zoning to confirm their consistency with these principles and make any appropriate recommendations
18 for change.

19 2. **Affordable housing.** Affordable housing is now recognized as an essential component of high-quality TOD.
20 Thanks to the work of the Center for TOD and the Urban Land Institute, the costs of housing and commuting
21 in combination are understood as a defining force in metropolitan economics, at the macro level of regional
22 competitiveness and the micro level of household viability. HUD's Regional Sustainability Program is
23 translating this principle into national policy through initiatives like the Metropolitan Council's Corridors of
24 Opportunities (CoO). Although the Riverview Corridor is not among CoO's seven corridors, it can benefit
25 from the strategies developed through that initiative—provided that affordable housing is part of the
26 Riverview plan from day one.

27 3. **Value capture.** Transit projects create enhanced real estate value in their station areas. While joint
28 development captures a share of the value generated on transit property or other public lands, there are
29 district-based models that can be used to capture value from the station area as a whole. These generally
30 fall into two categories—those based on some form of tax increment financing, and those based on some
31 form of special assessment. These models can help fund the transit project itself or other public
32 improvements necessary to attract TOD.

33 The choice may also arise as to whether any new project-specific TIF districts should be created along the alignment
34 to help implement high-density affordable housing or catalyst mixed-use projects (including their transit segments).
35 The TOD Implementation Plan would help the City evaluate how best to use the tax increment resource in the
36 Riverview Corridor.

37 Deliverables:

- 38 • Project Technical Memorandum: Transit Travel Demand Market Analysis
- 39 • Project Technical Memorandum: Development/Employment Market Analysis
- 40 • Economic and fiscal impact analysis of alignments/modes
- 41 • Schedule, coordinate, and facilitate the Real Estate Roundtable

42 Task 5: Problem Statement, Goals and Objectives

43 The AECOM Team will review and compare the Purpose and Need and Goals and Objectives from the 2000 MIS
44 study with a survey of existing conditions, the market analyses and information from early stakeholder engagement
45 activities to develop the Project's Problem Statement, Goals and Objectives. A draft of this information will be
46 presented to the PMT and TAC for review and input; following incorporation of this feedback. The revised Problem
47 Statement, Goals and Objectives will be presented to the PAC for its input and approval.

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1 Understanding the goals of the project and establishing quantifiable performance measures that address those goals
2 are critical to the project outcome. Establishing the Project's Problem Statement and related performance measures
3 are an early opportunity for the PMT, TAC and PAC to establish consensus. The Project's proposed Problem
4 Statement Goals and Objectives will be presented to the public for comment at the first open house. Gathering the
5 public's input on these aspects would meet the FTA's expectation for considering public input on this critical
6 component of the PPD Study and future NEPA document, and would communicate why the study is being conducted
7 and what the public can expect as outcomes of the Study.

8 Developing the evaluation criteria and methodology will present a particular challenge in this study. The evaluation
9 methods are to consider that the LPA would fulfill the Project's Purpose and Need; could be supported locally; and
10 would compete with other major transit investments the Twin Cities and the country. Given the evolution of FTA's
11 policy guidance on its Capital Investment Program, the AECOM Team's approach acknowledges the need for some
12 flexibility on the evaluation methodology to allow the Study to incorporate relevant information.

13 Deliverables:

- 14 • Workshop materials to facilitate collaboration between the RCRRA, PMT, PAC, TAC, and stakeholders
- 15 • Synthesis of stakeholder input focused on the Problem Statement and Goals development
- 16 • Project Technical Memorandum: Documentation of Problem Statement and Goals

17 Task 6: Development and Screening of Initial Alternatives

18 The AECOM Team will develop and conduct a high-level evaluation of the initial alternatives that identifies a
19 manageable set of the most promising alternatives that should undergo more detailed development, evaluation, and
20 consideration in subsequent phases of the Riverview Corridor PPD. The evaluation criteria will include a mixture of
21 quantitative and qualitative measures, and will flow from the project Purpose and Need Statement, goals and
22 objectives, and market analyses established in Task 5; the evaluation criteria will be designed to evaluate future
23 performance against FTA New Starts rating criteria. Evaluation criteria will be reviewed by and approved by the TAC
24 and PAC prior to being used for the analysis. This scope of work assumes a two-step evaluation process wherein
25 Task 6 is the first step that entails an initial screening. This phased approach would facilitate building consensus on
26 the alternatives that should advance for more detailed development and analysis in Task 7.

27 Working with the PMT, relevant Technical Working Group(s), PAC, TAC and stakeholders, the AECOM Team will
28 identify combinations of modes, alignments, facilities, and service plans that have the potential to most effectively
29 satisfy the stated goals and objectives. Modes open to consideration include:

- 30 • No-Build (assume only programmed roadway and transit service expansion)
- 31 • Bus Rapid Transit (BRT)
- 32 • Streetcar
- 33 • Light Rail Transit (LRT)
- 34 • Commuter Rail
- 35 • Express Bus

36 Both the No-Build and Build alternatives will assume the improvements to regional highway infrastructure, transit
37 service and infrastructure, consistent with the region's 2030 Transportation Policy Plan. The team will collaborate
38 with the Metropolitan Council in developing accurate characteristics for these alternatives.

39 The team will rely on the criteria developed for Tasks 6 and 7 to narrow the universe of alternatives in advance of
40 more detailed definition and evaluation in subsequent phases of the study. This process will be undertaken in
41 coordination with relevant regional agencies, including MnDOT, the Metropolitan Council, and regional transit
42 providers as means of achieving consensus on the viability of the initial alternatives.

43 The Build alternatives will be combined with a No-Build alternative and carried forward for development and
44 evaluation through this Riverview Corridor PPD study. Considerations when defining the No-Build alternative include
45 a review of the Metropolitan Council's Transportation Policy Plan, FTA New Starts project justification criteria, and
46 FTA NEPA regulations.

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1 Task 6.1: Transit Alignments and Guideway

2 The AECOM Team will review major areas within the Riverview corridor for physical constraints, including right-of-
3 way and terrain relative to the rail alternatives, relative to the major trip generators to be served, alignment length,
4 and overall travel time. Specifically, the team is aware of the following key traffic generators:

- 5 • Union Depot
- 6 • Downtown St. Paul
- 7 • West 7th Street
- 8 • Schmidt Brewery
- 9 • Victoria Park
- 10 • Ford Plant
- 11 • Davern Street
- 12 • Minneapolis-St. Paul International Airport
- 13 • Mall of America
- 14 • Bloomington South Loop

15 The team will:

- 16 • Obtain, review and verify existing mapping and aerial photography
- 17 • Develop preliminary and generalized cross-sections for each Build alternative under consideration to
- 18 facilitate comparison between right-of-way (ROW) requirements of each Build alternative and existing ROW
- 19 • Identify areas where transit travel time advantages could be realized to improve overall system performance
- 20 • Review of relevant plans and capital improvement programs that may inform development of alignment
- 21 options, e.g. MnDOT and County CIPs.

22 Task 6.2: Transit Modes

23 The AECOM Team will use the 2000 MIS and additional studies to very quickly confirm mode options that clearly do
24 not meet the Study's goals and objectives. These modes include subway, elevated rail, maglev, personal rapid
25 transit, automated guideway transit. The AECOM Team anticipates that the product of this analysis is a one-page
26 table.

27 Task 6.3: Transit Mode Propulsion

28 The Riverview Corridor could support the operations of a variety of modes. The AECOM Team will work with the
29 PMT, PAC and TAC to identify the universe of alternatives that would best address the Corridor's Purpose and Need
30 and goals and objectives. This would likely include LRT, various levels of BRT investment, and modern streetcar.

31 Task 6.4: Conceptual Operating Plan

32 The intent of this particular task is to develop operating plans to the level needed to support the screening of initial
33 alternatives. Order-of-magnitude travel time estimates will be generated for each mode and alignment considered in
34 the screening. The travel times and an assumed operating plan will be used to generate order-of-magnitude vehicle
35 requirements. Potential O&M costs will be estimated by applying typical cost per revenue-hour rates to estimates of
36 revenue-hours for the premium transit modes that are being considered. Background bus network changes will be
37 considered to be similar among the initial alternatives, thus not specifically addressed in the conceptual operating
38 plans. The intent of this exercise is to apply consistent assumptions to the transit modes and alignments under
39 consideration at the conceptual level.

40 Task 6.5: Termini

41 The AECOM Team will work with the PMT Technical Working Group(s) and/or TAC to identify and develop
42 conceptual termini for each alternative. The location of the termini would be driven by the outcomes of the Transit
43 Travel Demand Market Analysis in Task 4.

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1 The AECOM Team will develop separate high-level screening criteria for the following elements based on the
2 Project's Purpose and Need and goals and objectives:

- 3 • Mode assessment
- 4 • Mainline alignment assessment
- 5 • End-of-line assessment
- 6 • Options that pair mode and alignment

7 This level of evaluation will confirm and screen only those remaining mode options that are compatible with the
8 study's goals and objectives.

9 Screening criteria based on FTA's New Starts evaluation measures and tied to analysis of both existing year and
10 horizon year will to be completed for all relevant criteria and result in "averaging" of existing and horizon year values.
11 The analysis would not be for just a select few measures (e.g. ridership) that are likely to show an alternative
12 favorably or not. This is also relevant to the Detailed Evaluation of Alternatives.

13 There are no FTA guidelines per se related to alternatives analyses or PPD. Some of the New Starts project
14 justification criteria could be used for this initial screening, consistent with the high level of assessment envisioned for
15 this task. For example, it would not be appropriate to estimate cost-effectiveness at this juncture. The AECOM Team
16 will work with the TAC and PAC to identify what may be appropriate and meaningful under this task versus Tasks
17 2.B.7 and 2.B.8, and relative to information available from FTA at certain project milestones.

18 The AECOM Team anticipates that development of end-of-line options would continue through the Detailed Definition
19 of Alternatives task. For this initial screening, it would suffice to identify at a high level those options that are severely
20 constrained or fatally flawed to dismiss them from further consideration.

21 As part of this task, the AECOM Team assumes the formation of ad hoc Technical Working Group(s) to address the
22 following items:

- 23 • Goal-setting: Establishing the level of detail to be undertaken as part of this task as a means to facilitate
24 discussions and set ground rules for work sessions
- 25 • Defining and obtaining concurrence on No-Build alternative,
- 26 • Vetting initial high-level assessment of constraints and opportunities,
- 27 • Developing alignment concepts or options for ends-of-line, particularly in downtown Saint Paul and the
28 Union Depot,
- 29 • Developing initial conceptual operating plans and station locations, and
- 30 • Developing appropriate pairing between transit mode and alignment for initial screening and detailed
31 definition and evaluation.

32 *Deliverables:*

- 33 • Project Technical Memorandum: Development and Screening of Initial Alternatives. This document will
34 present rationale for the alternatives recommended for detailed definition and evaluation in Task 7, and
35 those that are not.
- 36 • Integrate and evaluate bicycle and pedestrian connections and access during the alternatives screening
37 process based on known existing and planned facilities.

38 **Task 7: Technical Evaluation of Detailed Alternatives**

39 **Task 7.1: Conceptual Operating Plan**

40 As noted in the RFP, the Riverview Corridor is presently served by a mix of local, limited stop and express routes.
41 This particular corridor is unique in that it connects three major employment centers (downtown Saint Paul, the
42 Minneapolis-St. Paul International Airport and Mall of America) and connects to two light rail lines (the Green Line in
43 downtown Saint Paul and the Blue Line at the Airport and Mall of America).

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1 Staff at CTG was involved in operations planning-related tasks for this corridor's Major Investment Study that was
2 completed in 2000, and more recently, the Arterial Transitways Corridors Study that was completed in 2012. Thus,
3 our team has a solid understanding of the transit markets in this corridor. We believe it will be important to define
4 operating plans in a manner that provides a balance between local travel needs within the corridor and longer
5 distance travel needs to the major employment centers that are at each end of the corridor.

6 A key operations planning-related task is the development of reasonable travel time estimates. Travel times influence
7 ridership results, fleet requirements and O&M cost estimates. Our team will define a methodology for estimating
8 travel times in this corridor and review that methodology with the client prior to the development of operating plans.

9 Operating plans define proposed service frequencies by time of day. We will work closely with the relevant Technical
10 Working Group that would include Metro Transit and RCRRA staff in defining an operating plan that provides
11 sufficient capacity to meet projected ridership demands, and takes into consideration the need to accommodate large
12 passenger volumes at major transfer locations such as Union Depot in downtown Saint Paul and the Mall of America.

13 For each alternative, our operating plans will include a supporting background bus service plan, noting transfer
14 locations to the Riverview Corridor premium transit service. Bus and rail operating statistics will be calculated.
15 Passenger line loads will be reviewed from the travel demand model to determine if any service level or train consist
16 adjustments are required to the original defined operating plan. All operating plan assumptions will be documented in
17 an Operating Plans Technical Memorandum.

18 *Deliverables:*

- 19 • Project Technical Memorandum: Operating Plans
- 20 • Incorporate Operating Plan methodology and characteristics into Detailed Definition of Alternatives
- 21 Technical Report

22 **Task 7.2: Ridership Forecast**

23 AECOM is currently working with FTA on "Improving New Starts" and continues to be abreast of latest developments
24 in the program, including the latest guidance:

- 25 • Use trips on the project rather than travel time savings in cost effectiveness
- 26 • Eliminate baseline alternative
- 27 • Use simplified methods and standard factors to estimate benefits
- 28 • Allow use of current year data to satisfy requirements, future year projections only at sponsor's option

29 AECOM is also part of a team tasked to develop the next generation of travel forecasting models for the Metropolitan
30 Council. The use of the new 2010 transit on-board survey, which is part of this project, is particularly important, since
31 FTA requires forecasts based on models calibrated to on-board surveys five years old or less. This requirement is
32 satisfied with the "Southwest LRT version" of the Metropolitan Council model, which AECOM helped validate as part
33 of that project.

34 For the Riverview Corridor PPD Study, certain further modifications to the Metropolitan Council model may be
35 needed to better forecast transit ridership in the corridor. One is the elimination of the transfer penalty at the Union
36 Depot as has been done for the Gateway Transitway DEIS. Another is the approach to two important travel markets
37 as follows:

- 38 • Air passenger trips to and from MSP Airport
- 39 • The regional nature of shopping trips to the Mall of America

40 Fortunately, the Metropolitan Council as part of its recent Travel Behavior Inventory (TBI) has surveyed both air
41 passenger trips at MSP and shoppers at MOA. The two figures that follow show air passenger trips in the corridor
42 and corridor shopping trips bound for the Mall of America, respectively.

43 For the air passenger trips trip tables and a simple mode of arrival model can be developed to help address trips
44 (particularly visitor trips) that are not normally captured in a regional travel demand model. AECOM has developed
45 such models for transit projects in Los Angeles, Chicago, and elsewhere.

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- 1 For the shopping trips, the MOA survey will be useful to see if any adjustments are needed to the Home-Based
2 Shopping (HBSHOP) trip distribution parameters to account for the regional "draw" of the Mall of America.
- 3 AECOM, having helped implement the model for FTA, believes forecasts generated from STOPS are likely to be
4 conservative. Metropolitan Council staff have also voiced this opinion. In addition, because of the two special
5 markets identified above (MSP and MOA), STOPS may not be appropriate to forecast ridership in the Riverview
6 Corridor.
- 7 The model enhancement and development will be done with Metropolitan Council modeling staff and incorporate their
8 Regional Transitway Guidelines. We would submit the proposed methodology to FTA travel forecasting staff for
9 review and comment before forecasting work begins, although we acknowledge that FTA would only conduct a
10 thorough review just prior to entry into Project Development.
- 11 Ridership forecasts will be prepared for those alternatives advanced from the screening process into Task 7 for the
12 current year and horizon year.
- 13 For each alternative, ridership forecasts will be summarized (but not limited to) the following ways:
- 14 • Project trips (per the FTA definition – including transit dependents)
 - 15 • Boardings on Corridor Routes
 - 16 • Change in System Boardings and Riders (linked trips)
 - 17 • Rides/in-service hour/alternative
 - 18 • Change in regional vehicle-miles-traveled
 - 19 • Other measures necessary for FTA New Starts evaluation
- 20 Forecasts will be reviewed for consistency with forecasts in the Highway and Arterial Transitway Corridor Studies,
21 Regional Transitway Guidelines, Saint Paul Streetcar Feasibility Study, and other studies, as needed.
- 22 AECOM agrees that SUMMIT user-benefit data is useful for QA/QC of the forecasts and network coding, or
23 unidentified disbenefits due to policy choices.
- 24 *Bases of travel demand forecasts:*
- 25 • 2040 forecasts from the Metropolitan Council as of July 2015
 - 26 • 2010 base year.
- 27 *Deliverables:*
- 28 • Project Report: Travel Demand Forecasting Methodology
 - 29 • Travel demand forecasting model output, including results for FTA New Starts evaluation criteria,
30 assessment of output, and all model input and work files
- 31 **Task 7.3: Capital Cost Estimates**
- 32 The AECOM Team will work with the project team to arrive at a logical, defensible, and consistent definition of capital
33 costs associated with No-Build and Build alternatives. This approach has successfully been employed in in
34 contemporary alternatives analysis studies within the Twin Cities, including Bottineau, Nicollet-Central, Midtown/Lake
35 Street, and Robert Street. This approach allows decision-makers the ability to effectively compare each project's
36 relative merits and increases efficiencies by not "reinventing the wheel" for each Twin Cities transitway planning
37 project. Because there are numerous Twin Cities transitways under study, a deliberate and focused approach is likely
38 appropriate to keep stakeholders and the public engaged throughout the process.
- 39 The AECOM Team proposes using the methodology employed in the Nicollet-Central Transit Alternatives Study as a
40 foundation; its LPA was adopted by the Minneapolis City Council adopted in October 2013. This methodology
41 combined local information from the Southwest LRT Project Office, Central Corridor LRT and national projects.
42 Depending on the detailed alternatives identified for the Riverview Corridor PPD, other refinements may need to be
43 made.

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1 The application of FTA project enrichments may provide an opportunity to improve the project's competitiveness for
2 federal funding. The August 2013 New and Small Starts Final Policy Guidance (p. 26) allows for the deduction of
3 qualifying project enrichments from the calculation of the New Starts cost-effectiveness. They include sustainable
4 building features, joint development, artwork, landscaping, pedestrian and bicycle and bicycle improvements, and
5 alternative energy bus vehicles. The amount that may be deducted (a portion of or the entire cost) depends on the
6 type of enrichment and is specified in the Final Policy Guidance. The Riverview Corridor PPD cost estimates and
7 initial calculation of New Starts cost-effectiveness would likely need to make high-level assumptions in this regard
8 and document those assumptions.

9 While capital costing is important, the definition of route segments is a function of multiple factors. Ridership and
10 economic development benefits will also shape the discussion and definition of potential Minimum Operating
11 Segments.

12 Technical documentation will refer to a Basis of Design Report that will describe concept design elements that would
13 not be quantified in the concept plans. This could include utility relocation allowances and other items that may
14 impact project capital costs.

15 Costs will be presented by standard cost category and should be consistent with FTA New Starts program requirements
16 for calculating and presenting cost estimates. Costs will be broken down by corridor segment to assist with identification
17 of Minimal Operating Segment(s) as identified in Task 7.8. Total and annualized capital costs will be generated in
18 current dollars and in dollars for the mid-year of construction. The mid-year of construction will be derived from the
19 targeted year-of-opening which is 2022 per the RFP.

20 Deliverables:

- 21 • Project Report: Capital Cost Estimating Methodology
- 22 • Capital cost calculations and technical support materials in electronic format

23 Task 7.4: Operating and Maintenance Cost Estimates

24 Accurate estimates of annual O&M costs is critical, for these cost estimates help determine the financial viability of a
25 project and whether or not that project may qualify for funding through the Federal New Starts program. Methodology
26 must follow FTA-specified guidelines, and reflect a build-up of costs based on service plan characteristics. Members
27 of the AECOM Team have developed O&M cost estimates for numerous transit projects in the Twin Cities region –
28 most recently for the Highway Transitway Corridor Study Nicollet-Central Transit Alternatives and Midtown/Lake
29 Street Corridor projects. We have a working O&M cost model that was originally developed for the Bottineau Corridor
30 project with 2011 data, and then updated with 2012 data and synthesized for use in the Midtown, Nicollet-Central and
31 Robert Street corridor projects. We worked closely with Metro Transit staff in determining appropriate O&M unit costs
32 for potential BRT project cost items that are not currently incurred by Metro Transit.

33 We will begin by reviewing with Metro Transit staff O&M cost methodology used in the Midtown, Nicollet-Central and
34 Robert Street corridor projects to determine appropriate updates to this methodology. Specifically, we will jointly
35 determine if more current information is available (e.g., FY 2014 expense and service statistics data) and if different
36 driving variables should be assigned to specific line item costs. Updated bus and rail cost models will be prepared,
37 following FTA-specified guidelines.

38 O&M cost estimates will then be prepared for each project alternative, with costs broken down by type of service.
39 Costs estimates will be documented in an O&M Cost Methodology and Results report.

40 Operating cost drivers will include frequency (including frequency by period), travel time (function of speed and
41 distance), cycle time (travel plus layover), cost/in-service hour, cost/ride by alternative and service span. All
42 assumptions made will be defined. Operating and maintenance costs will be generated in dollars for targeted year-of-
43 opening.

44 Deliverables:

- 45 • Project Report: Operating and Maintenance Cost Estimating Methodology

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1 Task 7.5: Transportation System Issues

2 Riverview Corridor project alternatives are going to have varying impacts on existing and proposed transportation
3 systems. Those impacts will be measured through the PPD Study process. Examples of impacts to be measured
4 include:

- 5 • Transit Operations
- 6 • Traffic Operations
- 7 • Freight and/or Intercity Passenger Rail Impacts
- 8 • Bicycle and Pedestrian Impacts

9 *Transit Operations*

10 The evaluation of an alternative's impacts on transit operations could include changes in the Riverview Corridor's
11 ridership, transit travel times, service levels, and a high-level assessment of transit productivity relative to the No-
12 Build alternative. This assessment will also consider the operational capacities of the Blue Line and/or Green Line
13 LRT infrastructure relative to rail transit alternative(s) that would share track and signal systems.

14 *Traffic Operations*

15 The traffic operations evaluation is proposed to include a high level evaluation of the alternative impacts of
16 alignments and modes on the Riverview Corridor. West Seventh Street is primarily a city street providing connectivity
17 to business and residences in the area. Shepard Road is a 4 lane divided arterial with more limited access in the
18 corridor. The Mississippi River Crossing of TH 5 is a limited access section of highway and is being evaluated for the
19 potential realignment of the TH 5/Shepard Road interchange area. This is a key area that provides connections to I-
20 35E, TH 5, and eventually I-494 in the corridor.

21 The traffic evaluation would include evaluating the capacity impacts to streets and intersections in the corridor based
22 on mode and potential alignment location. Street-running modes, such as BRT or streetcar would also consider
23 impacts to intersections from transit priority operation.

24 An enhanced bus or modern streetcar alternative could provide an opportunity to implement Transit Signal Priority
25 (TSP) to improve traffic signal progression for transit vehicles. TSP provides transit an advantage by providing an
26 early or extended green to the mainline transit corridor to help keep transit vehicles moving on schedule. TSP in
27 addition to signal coordination in a corridor helps make transit vehicles move more efficiently in the corridor. The
28 traffic signals are programmed to provide a range of early and/or extended green. TSP applications for enhanced bus
29 or modern streetcar would most likely be implemented by using an emitter technology (Metro Transit is currently
30 using a similar system on Central Avenue). TSP is a different mode of operation than full preemption, where transit
31 receives the "green" while other phases are truncated.

32 The traffic analysis will include an evaluation of the following elements:

- 33 • Measures of Effectiveness (MOEs) developed for segments and intersections based on existing data.
34 Design year projections can be used for AADT data.
- 35 • Evaluation of the impacts of existing geometry on traffic operations and safety with a transit mode. Key
36 areas on West 7th Street include skewed intersections and other complex geometry.
- 37 • Impacts on street parking.

38 *Freight and/or Intercity Passenger Rail Impacts*

39 Similar to the analysis of potential rail transit operations, this preliminary assessment would examine various factors
40 such as the capacity of existing and future freight track and signal systems and freight traffic to accommodate a rail
41 transit alternative.

42 *Bicycle and Pedestrian Impacts*

43 This assessment will evaluate bicycle and pedestrian connections and access to each of the alternative alignments
44 and potential station locations based on existing facilities, planned facilities and new facility considerations.

Exhibit A

Riverview Corridor Pre-Project Development Study

Original: 17 June 2014; Revised 20 November 2015

1 Deliverables:

- 2 • Project Technical Memorandum: Assessment of Transportation Issues
- 3 • Evaluate bicycle and pedestrian connections and access to each of the alternative alignments and potential
- 4 station locations based on existing facilities, planned facilities and new facility considerations.
- 5 • Resource agency meeting preparation and attendance

6 Task 7.6: Community Issues

7 This assessment will include an evaluation of both positive and negative impacts to local communities of each
8 alternatives that considers existing and future land use and zoning and short-term and long-term economic
9 development.

10 Because transportation is an integral component of land use planning, many communities located along
11 transportation corridors have incorporated future transit services into their comprehensive plans. To this end, our
12 approach involves reviewing current planning documents; conducting field analyses of existing land use; and utilizing
13 GIS to compile information in a useful, telling format. In addition, our investigation will also pay special attention to
14 affordable housing and development capacity projections for transit-oriented development based on existing zoning.

15 Using GIS data, we will survey population density and employment within a half-mile of each station, as specified in
16 the New Starts Land Use Criterion. In addition, we will examine these other aspects of existing land use specified in
17 the FTA Guidance:

- 18 • The qualitative character of land use and development in each station area, and the quality of existing
- 19 station area pedestrian facilities
- 20 • The supply and cost of parking in the Saint Paul central business district
- 21 • The proportion of existing "legally binding affordability restricted" housing within one-mile of station areas to
- 22 the proportion of "legally binding affordability restricted" housing in the counties through which the project
- 23 travels

24 All of these measures are intended to gauge the extent to which existing land use and development patterns are
25 transit-supportive.

26 The AECOM Team will also evaluate growth from the perspective of both land use and job creation in order to
27 consider FTA guidance under MAP-21 with respect to affordable housing near transit station areas. Our approach
28 will look at the number of existing affordable housing units to make a comparison with land use and zoning in each
29 community, and assess whether current land use policies and zoning are supportive in terms of higher densities.
30 Doing so will enable a better understanding of the capacity to improve the affordable housing component along the
31 line, and include this information as part of the evaluation and screening process.

32 Deliverables:

- 33 • Project Technical Memorandum: Assessment of Community Issues

34 Task 7.7: Social, Environmental and Economic Issues

35 The AECOM Team's approach to the Detailed Evaluation of Alternatives is to layout the New Starts path for the
36 Riverview Corridor LPA. This includes anticipating the requirements for entry into Project Development by defining an
37 LPA that would perform against FTA's project justification criteria. Along with Task 7.6, land use and economic
38 development are two of the six New Starts project justification criteria and together, represent the nexus between a
39 transit improvement and transit-supportive development.

Exhibit A

Riverview Corridor Pre-Project Development Study

Original: 17 June 2014; Revised 20 November 2015

1 *TOD vs. Employment-Oriented Transit*

2 The development patterns and employment along the Riverview Corridor is a mixture of commuter trips and industrial
3 employment. The Mississippi River is also an active transportation corridor serving barge traffic. In this regard,
4 defining and assessing economic development or TOD effects that are associated with each alternative must be
5 reexamined. Transit investment in the corridor should also consider capturing potentially latent transit demand from
6 industrial jobs. As part of this effort, the quality of pedestrian connections between transit station and the front door of
7 where riders work require thoughtful consideration.

8 *Economic Development*

9 The New Starts economic development criterion is meant to evaluate the degree to which future transit-supportive
10 development is likely to occur, based in the first instance on a review of relevant plans and policies. The revised
11 economic development criterion looks at six different types of plans and policies: growth management; transit-supportive
12 corridor plans, including local comprehensive plans and zoning; tools to implement land use policies; performance of
13 land use policies; the potential impact of the project on regional land use; and, for the first time, plans and policies to
14 maintain or increase affordable housing in the corridor.

15 In anticipation of the Riverview Corridor LPA requesting entry into the New Starts PD process, we will review and
16 evaluate official plans and policies that affect land use, economic development, and affordable housing in the
17 corridor. We will also schedule a series of meetings with the appropriate local public and private stakeholders to
18 discuss how land use and development policies will affect, and can be adjusted to better coordinate with, transit-
19 supportive development.

20 The intent in reviewing plans is not merely to report them, but to understand existing economic conditions, the
21 potential for station area development, and how these can combine to produce economic development effects per
22 FTA New Starts guidance. This involves a the following questions that will be addressed in Task 7.7 and then
23 translated into the Detailed Definition of Alternatives in Task 8:

- 24 • Station locations vs. varying land uses/development patterns between downtown Saint Paul, along West
25 Seventh Street, across the Mississippi River, to the MSP Airport and Mall of America in Bloomington
- 26 • Potential park-and-ride facilities vs. future development/redevelopment sites
- 27 • Pedestrian and bicycle connectivity. Development with poor connectivity to nearby stations may be transit-
28 adjacent but is unlikely to be transit-supportive

29 *Historic Properties*

30 The AECOM Team will assess each alternative's potential effects on historic properties. Further, we will review each
31 conceptual alternative to further refine the potential impact each alternative may have on historic properties along the
32 corridor, and suggest ways to possibly minimize impacts to historic properties. This analysis will build upon previous
33 work in the corridor and inform the evaluation of alternatives consistent with Section 106, NEPA and/or Section 4(f)
34 regulations.

35 In addition to land use and economic development considerations, the AECOM Team will utilize existing information
36 (to the extent possible), including Metro GIS, to provide a screening level assessment of environmental issues.
37 Issues that will be covered in this analysis include:

- 38 • Social
 - 39 ○ Land use and socio economics
 - 40 ○ Neighborhoods, community services, and community cohesion
 - 41 ○ Acquisitions and displacements/relocations
 - 42 ○ Visual quality and aesthetics
 - 43 ○ Safety and security
 - 44 ○ Environmental Justice
- 45 • Environmental
 - 46 ○ Geology, groundwater resources
 - 47 ○ Water resources

Exhibit A

Riverview Corridor Pre-Project Development Study

Original: 17 June 2014; Revised 20 November 2015

- 1 ○ Biota and habitat
- 2 ○ Threatened and endangered species
- 3 ○ Air quality
- 4 ○ Noise analysis
- 5 ○ Vibration
- 6 ○ Hazardous/regulated materials
- 7 ○ Electromagnetic interference and utilities
- 8 ○ Energy
- 9 ○ Section 4(F) evaluation
- 10 • Economic
- 11 ○ Economic conditions
- 12 ○ Station area development
- 13 ○ Development effects

14 Deliverables:

- 15 • Project Technical Memorandum: Assessment of Social, Environmental, and Economic Issues

16 Task 8: Detailed Definition of Alternatives Report

17 Following the development and screening of initial alternatives in Task 6, the AECOM Team will undertake a more
18 detailed level of alternative definition and evaluation for the No-Build and two Build alternatives. Our Team
19 understands that the number and layout of transit stations and other ancillary transit support elements will be critical
20 to the detailed definition of the Build alternatives.

21 The Riverview PPD will develop the detailed alternatives to a level of effort that is sufficient for any one Build
22 alternative to seek entry into New Starts' Project Development process. Based on the AECOM Team's experience,
23 this means defining the scope of the project in terms of alignment, stations, service frequency; cost estimates with 30
24 percent contingencies; generalized schedule, primarily focused on completing the NEPA process within two years;
25 some understanding of issues that may need to be resolved with detailed design/engineering; and identification of
26 implementation partners. The focus of this task is defining the alternatives that are responsive to project need,
27 competitive for federal funding, and financially, socially, environmentally, and/or politically feasible for implementation
28 within the Twin Cities area.

29 In addition to the Build alternatives that will be further refined, the definition of the No-Build Alternative will be further
30 refined to maintain consistency with other Twin Cities transitways currently in planning. The AECOM Team suggests
31 working with stakeholders including the Metropolitan Council and/or FTA to set expectations in this regard and
32 consistency with other transitway projects.

33 The AECOM Team believes that it is important not to preempt detailed evaluation of alternatives to quickly identify a
34 potential MOS in the hopes that this would save time. It is very important to have stakeholders go through the
35 process and understand all of the information and technical analysis so that they can make decisions as a group.
36 Otherwise, the PMT may run the risk of stakeholders thinking and feeling that their input is not meaningful. This is
37 particularly important given the numerous and diverse communities and interests represented along the Riverview
38 Corridor.

39 Deliverables:

- 40 • Conceptual development of alternatives including plan view on aerial base and profile for critical segments
- 41 • Visualization of up to three constrained areas
- 42 • Graphic representation of retained alternatives for the entire length of the alignment
- 43 • Station location identification for each retained alternative
- 44 • Conceptual layouts for critical station locations, "pinch points" in the corridor where right-of-way is limited,
45 and ancillary facilities, including a park and ride needs assessment in terms of parking supply and land area
- 46 • Project Report 8: Detailed Definition of Alternatives Report Draft – this report will include the following major
47 elements:

Exhibit A

Riverview Corridor Pre-Project Development Study

Original: 17 June 2014; Revised 20 November 2015

- 1 ○ Technical documentation (or as appendices to the report)
- 2 ▪ OMF candidate sites for rail transit alternatives
- 3 ▪ Preliminary structural assessment for rail to rail alternatives
- 4 ▪ Freight rail assessment
- 5 ▪ Station locations
- 6 ▪ Preliminary utility assessment
- 7 ▪ Basis of design
- 8 ▪ High-level design criteria

9 **Task 9: Final Pre-Project Development Study**

10 The AECOM Team's approach is to create the Pre-Development Analysis Report that is straightforward and
11 describes the process and decision making outcomes clearly. The report will include the following sections, each with
12 supporting graphics, maps and tables for ease of reference and comprehension of key project drivers.

- 13 • Overview of the project
- 14 • Description of the alternatives studied, including concept drawings, operating service characteristics, and
15 Cost Effective Index calculations
- 16 • Summary of overall evaluation
- 17 • Summary documentation of public outreach and participation process
- 18 • Results of Local Decision Making
- 19 • Next Steps (Implementation Plan – see description below)

20 The previously prepared Technical Memoranda and Methodology Reports will be referenced and serve as stand-
21 alone documents. The Draft Pre-Development Analysis Report will be available for advisory committee comment and
22 consensus prior to formal final delivery.

23 *Deliverables:*

- 24 • Project Report: Pre-Project Development Study

25 **Task 9.1: Implementation Plan**

26 Drawing on the AECOM Team's extensive local experience with recent project implementation (Metro Green Line
27 and Green Line Extension LRT, Nicollet-Central Alternative Analysis, and the Union Depot), the AECOM Team will
28 prepare a detailed implementation plan in accordance with FTA project development requirements. The plan will be
29 designed to guide the activities required for formal application to the FTA New Starts program.

30 The plan will lay out a schedule for preliminary engineering, final design and construction. The Implementation Plan
31 will explicitly detail implementing and operating roles for RCRRA, Metropolitan Council/Metro Transit, MnDOT, local
32 agencies (city, county, regional parks), and possibly freight railroads for each stage of project development.

33 The project schedule will detail a realistic set of activities and durations identifying the responsible agency to lead the
34 project's environmental clearance, LPA selection, adoption into Long Range Transportation Policy Plan, preparing the
35 local funding plan, preparing the FTA New Starts Application, and preparing the procurement for design/construction
36 and eventually operations and maintenance.

37 The Implementation Plan will also identify adjacent Project Coordination requirements, such as the realignment of TH
38 5 and Shepard Road, the Mall of America expansion, Ford Plant redevelopment, Arterial Transitway Corridors Study
39 (B Line), Saint Paul Streetcar Feasibility Study, Regional Park and Ride Plan, major utility work and continuing
40 redevelopment throughout the corridor.

41 A listing of anticipated agreements will be included to assist in furthering the next steps. Items such as near and long
42 term Memorandums of Understanding (defining scope and commitment between parties), Cooperative Agreements
43 (defining funding and staffing responsibilities between agencies, and future Operations and Maintenance
44 Agreements. This proactive listing of actions will help address project readiness questions from FTA as part of the
45 New Starts application.

Exhibit A

Riverview Corridor Pre-Project Development Study

Original: 17 June 2014; Revised 20 November 2015

1 A draft plan will be submitted to the Riverview Corridor TAC and PAC for review, after which revisions will be
2 incorporated into the final plan.

3 *Deliverables:*

- 4 • Draft Implementation Schedule
- 5 • Final Implementation Schedule for incorporation into the Final Report

6 **Task 9.2: Locally Preferred Alternative Report**

7 The Locally Preferred Alternative Report will link the technical results, stakeholder input, and milestone decisions
8 reached in an Executive Summary-styled report. The report will provide the high-level summary of the Purpose and
9 Need, Goals and Objectives, Development of Alternatives, Detailed Evaluation results, and Public Outreach summary
10 supported by easy to understand graphics, tables and maps.

11 The LPA Report will emphasize the factors leading to the recommended decision. A Report will summarize the
12 decision making process, linking public and agency comments to the initial and detailed alternatives, and providing
13 the rational for moving forward or rejecting alternatives.

14 The large number of communities and agencies affected by the Riverview Corridor will result in the need for a well-
15 coordinated series of approvals for the LPA Report. The AECOM Team recognizes that key to this process will be
16 the early, extensive, and coordinated outreach already performed. Gaining agency trust and understanding
17 throughout the life the project study is the most important aspect of a successful LPA process.

18 By answering questions early, explaining how they may impact their communities, and providing the agencies with
19 the information they need to make informed decisions prior to the formal LPA process, the RCRRA stands a much
20 better chance of success with the LPA moving forward eventually leading to the Metropolitan Council adopting the
21 LPA into the region's Transportation Policy Plan, and commencing the National Environmental Policy Act (NEPA) and
22 Minnesota Environmental Policy Act (MEPA) process.

23 *Deliverables:*

- 24 • Project Report: The Riverview Corridor Locally Preferred Alternative
- 25 • Draft and Final with hard copies (20 copies) and electronic copies
- 26 • Shepherding the Locally Preferred Alternative through the local approval process

27

Exhibit A

Level of Effort for Additional Work and Schedule Extension - AECOM Team

Riverview Corridor Pre-Project Development Study		For RCRRA Board Approval; Draft 20 Nov 2015	
Additional Tasks		Amount	Description
For completed out-of-scope work as of September 2015 and additional work from 1 January 2016 through 31 December 2016.			
Project Management		\$ 115,107.77	Expanded Project Management Team (PMT) impacted the schedule of meetings and of review materials
			Schedule extension of 12 months
Stakeholder and Public Involvement		\$ 224,692.76	Additional coordination with/support of Strategic Communications Consultant through December 2016
			Opening TAC meetings to the public resulted in Increased scrutiny of TAC meeting materials
			Conducted four additional PAC meetings as of September 2015
			Conduct of additional PMT, TAC and PAC meetings from January 2016 through December 2016
			Coordinate and maintain website
			Accessibility review of all website materials
			Social media postings
			Up to 17 additional pop-up meetings
			Respond and track public comments
			Traveling displays
			Coordinate MindMixer site
			Additional coordination of key stakeholder meetings (6)
Market Analysis		\$ 129,663.11	Task took significantly longer than anticipated due to delayed receipt of 2040 population and employment forecasts
			Completed additional model runs due to evolving 2040 population and employment forecasts
			Conduct of additional developer roundtable sessions
Direct Costs		\$ 8,779.63	Media ads, printing, postage, mileage/travel
Other Technical Tasks		\$ 54,580.46	Tasks completed and over budget
Subtotal		\$ 532,823.73	
Funding Sources			
Consultant Adjustments			
Reallocate existing subconsultant budgets		\$ 140,993.57	
Delete Task 9.3 from existing contract		\$ 5,700.00	Prepare preliminary NEPA Class of Action document
Other adjustments		\$ 56,147.55	
Total Consultant Adjustments		\$ 202,841.12	
Contingency		\$ 50,100.00	50 percent of existing in reserve; part of existing contract. Need RCRRA authorization to release.
RCRRA Funding Requested			
Additional work requested by the PAC on December 2014 and approved by the PAC May		\$ 279,675.04	See Attachment A for details.
Additional amount requested for schedule extension and out-of-scope work performed		\$ 279,882.60	
RCRRA Funding Requested		\$ 559,557.64	

Level of Effort for Additional Public Engagement Activities - AECOM Team

Riverview Corridor Pre-Project Development Study

As approved by the PAC on 14 May 2015

Task Description	Total	Notes
Project Management	\$ 32,500	Coordination for up to 3 additional months.
Stakeholder and Public Involvement	\$ 191,500	
Coordination with Strategic Communications Consultant	\$ 18,400	Additional coordination with Strategic Communications Consultant through the term of the amended Study contract.
Participation and Communications Plan	\$ 5,100	Maintain/update Participation and Communications Plan to incorporate additional engagement activities.
Community and Stakeholder Meetings	\$ 53,600	Up to 3 additional TAC meetings Up to 3 additional PAC meetings Up to 3 additional open houses in Highland Park Additional five (5) meetings in downtown Saint Paul, W. 7th Street, Highland Park Additional eight (8) meetings in Minneapolis and Bloomington
Community Milestone Notification	\$ 21,200	Develop and maintain stakeholder distribution list Email notifications (1/month for up to 3 months) Up to 3 news releases Coordinate and maintain website (1 June 2015 - 31 March 2016) Design and coordinate media ads (up to three [3])
Video/Visualization	\$ 10,500	Photo simulation (allowance for additional image[s]/location[s]) Videos (film and incorporate information from three [3] additional open houses)
Non-Traditional Engagement	\$ 34,500	Outreach to businesses and stakeholders such as MSP and MOA for up to 3 additional months Up to 5 additional pop-up meetings/locations Up to 5 additional traveling display locations Up to 4 additional mini-open houses/walking tours Up to 3 additional community events
Mini-Charrettes	\$ 48,200	Allowance to conduct up to three (3) additional sessions.
Allowance for Additional Technical Work	\$ 36,200	To accommodate expanded public engagement, e.g. additional comments.
Total Estimated Labor Cost	\$ 260,200	
Total Direct Costs	\$ 20,000	Translation/interpreter services, meeting logistics, up to 3 media ad purchases, printing, postage, mileage, travel expenses.
Total Estimated Cost	\$ 280,200	

Revised Study Schedule: Overview

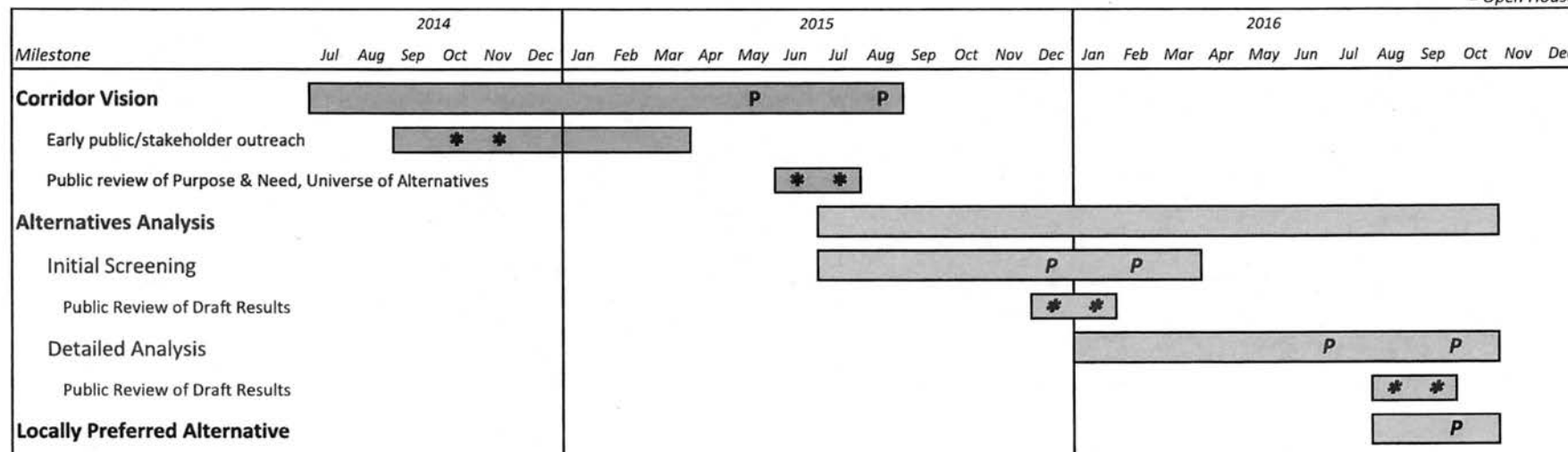
Riverview Corridor Pre-Project Development Study

Draft; Subject to Change

For RCRRRA Board Approval; Draft 20 November 2015

P = PAC Action

* = Open House



The proposed revised scope will include the following number of meetings:

Timeframe	PMT*	TAC	PAC
From July 2014 to December 2015:	13	16	10
From January 2016 to December 2016:	7	12	12

*PMT = RCRRRA, City of Saint Paul, Hennepin County, MnDOT, Metropolitan Council, and Metro Transit.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-50

Committee: Regional Railroad Authority

Meeting Date: 12/15/2015

SUBJECT**Agreement with AECOM for On-Call Engineering Services at Union Depot****REQUESTED ACTION**

1. Approve the selection of AECOM for completion of On-Call Engineering Services for Union Depot.
2. Authorize the Chair to execute the agreement with AECOM to provide On-Call Engineering Services for Union Depot from December 15, 2015 through December 31, 2018, in an amount not to exceed \$300,000.
3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement for the period of January 1, 2019 through December 31, 2020 with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has renovated the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation included renovation of the building and its associated railroad and signal system. Since the completion of the renovation, multiple projects have sought to utilize Union Depot, its tracks, or its property. Additionally, the existing building and its associated track and signal system need to be maintained and updated to accommodate changing market conditions. These conditions include but are not limited to:

- Installation of additional communications equipment, additional leasable space capacity and reconfiguration of public spaces;
- Changes in railroad regulations from the Federal Railroad Administration or our freight railroad partners;
- Desire to utilize the Union Depot property in ways not originally envisioned.

On September 22, 2015 the RCRRA released a Request for Proposals for On-Call Engineering Services. AECOM, formerly URS Corporation, submitted the sole proposal to complete the work. The proposal was reviewed by a Proposal Review Committee (PRC) made up of staff from the Ramsey County Regional Railroad Authority and the Minnesota Department of Transportation. The PRC reviewed the proposal based on the following evaluation factors: experience, personnel qualifications, project understanding and approach, and cost. It was determined that the AECOM proposal met the On-Call Engineering Services

Agreement with AECOM for On-Call Engineering Services at Union Depot

Request for Proposals. The AECOM team includes staff that previously worked on the design, engineering and construction of Union Depot including the building, track and signals. Due to the previous work, AECOM staff are familiar with all aspects of Union Depot.

The contract with AECOM will cover a three year term with two options for a one-year renewal providing a total contract length of five years. The total contract amount is estimated at \$100,000 a year, or \$500,000 over the five year life of the contract.

BUDGETARY IMPACT

The Ramsey County Regional Railroad Authority (RCRRA) has funding to cover this cost in the current 2015 operating budget, and the proposed 2016 and 2017 operating budgets.

COUNTY MANAGER COMMENTS

County Board approval is required to enter into new service agreements resulting from the Request for Proposals process.

PREVIOUS ACTION

On September 22, 2015, the Ramsey County Regional Railroad Authority authorized the Request for Proposals for On-Call Engineering Services at Union Depot (R2015-18).

ATTACHMENTS

1. Draft Resolution
2. Competitive Solicitation Summary
3. Draft Agreement

Draft Resolution

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

WHEREAS, The Ramsey County Regional Railroad Authority continues to seek out new uses and users for Union Depot including the development of the Gateway, Rush Line, and Riverview Corridor transitways as well as additional passenger rail service to Chicago; and

WHEREAS, The Ramsey County Regional Railroad Authority continues to be approached by parties seeking to utilize the property and building for uses beyond what was originally envisioned including more leasable space, reconfiguration of space, addition of a river balcony and additional access to the Upper Landing along the Mississippi River; and

WHEREAS, The Ramsey County Regional Railroad Authority needs to consistently and thoughtfully evaluate the multiple proposed uses for the Union Depot to ensure they are compatible with its vision for the facility; and

WHEREAS, Consistent and thoughtful analysis requires the procurement of engineering services; and

WHEREAS, Through Resolution #R2015-18, The Ramsey County Regional Railroad Authority authorized the release of the On-Call Engineering Services Request for Proposals on September 22, 2015; and

WHEREAS, The Proposal Review Committee evaluated and recommended the proposal submitted by AECOM as the most qualified proposal to the requested services; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the selection of AECOM to complete On-Call Engineering Services for Union Depot; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute an agreement with AECOM to provide On-Call Engineering Services for Union Depot from December 15, 2015 through December 31, 2018, in an amount not to exceed \$300,000; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute amendments to renew the term of the agreement for the period of January 1, 2019 through December 31, 2020 with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office; and Be It Further

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

COMPETITIVE SOLICITATION SUMMARY

TITLE	Programs: On-Call Engineering Services <u>Goal:</u>
DATE SENT	September 23, 2015
DATE DUE	October 22, 2015
NUMBER SENT	324 Suppliers Notified; 32 Suppliers downloaded the documents
RESPONSES Star (*) those Agencies invited for interviews	AECOM
REVIEW COMMITTEE Include title and agencies	Transit Project Manager, RCRRA Real Estate Asset Manager, RCRRA RGCIP Manager, MnDOT
VENDORS RECOMMENDED	AECOM
OTHER INFORMATION	Criteria in RFP - Contractor Qualifications Key Personnel Qualifications Project Understanding and Approach Cost



Professional Services Agreement

This is an Agreement between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota 214 Fourth Street East, Suite 200, St. Paul, MN 55101 ("RCRRA") and AECOM Technical Services Inc., 800 LaSalle Avenue, Suite 500, Minneapolis, MN 55402, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

The term of this Agreement shall be from December 15, 2015 and shall continue for three (3) years and may be renewed up to two (2) additional one-year periods. Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

2. Scope of Service

RCRRA agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

The Contractor shall complete the following tasks:

1. Federal Railroad Administration Regulation

Provide the UDR with assistance complying with Federal Railroad Administration regulations regarding the safe operation of a railroad (Title 49, CFR 200-299).

2. On-Track Safety Program

Provide assistance to the UDR in the ongoing maintenance of the UDR's On-Track Safety Program including revisions to the document as necessitated for the operation of a safe and efficient railroad. This includes providing training materials for staff, providing staff training, assisting with obtaining Federal Railroad Administration Approval of the changes to the plan and review of the plan on an ongoing basis.

3. Federal Communications Commission Licensing

The UDR has obtained a Federal Communications License for radio services associated with the operation of the railroad. This license needs to be maintained and periodically reviewed to ensure that it remains in compliance with FCC rules and regulations.

4. Positive Train Control (PTC)

The UDR is dispatched by BNSF Railway. BNSF is nearing completion of the development of their PTC network on the subdivisions adjacent to the UDR. The UDR will need to coordinate with BNSF on the installation of PTC for its track and signal system at the same time BNSF installs their PTC system. The UDR has the PTC towers currently in place and the antennas are onsite. Railworks Signals and Communications will be responsible for their installation.

5. Preparation of Request for Proposal

Preparation of and assistance with the preparation of Request for Proposal documents associated with the routine and on-call maintenance services for the UDR and for the Union Depot property.

6. Freight Railroad Coordination

Assistance with the coordination of UDR activities with the BNSF Railway, Canadian Pacific Railway and Union Pacific Railroad when activities of the UDR may impact those railroads.

7. Amtrak Coordination

Assistance with the coordination of UDR activities with the BNSF Railway, Canadian Pacific Railway and Union Pacific Railroad when activities of the UDR may impact those railroads.

8. Engineering

Preparation of engineering and survey documents as may be needed by the UDR or Union Depot to facilitate surveys, planning, or maintenance related work that impacts the UDR or Union Depot property.

9. Operations Plan

Provide assistance to the UDR in the ongoing maintenance of the UDR's Operations Plan including revisions to the document as necessitated for the operation of a safe and efficient railroad.

10. Inspection

Provide a periodic review of inspection activities completed by others for the UDR's track and signal system to ensure compliance with FRA regulations.

11. Miscellaneous

Provide miscellaneous services to the UDR and Ramsey County RCRRA on an as needed basis. Work may include support for track and signal corrections necessitated due to construction and other property repairs and maintenance activities and/or activities by others.

12. Flood Management Plan

Provide assistance to RCRRA in the ongoing maintenance of the Flood Management Plan for Union Depot as may be required annually based on revisions to the City of Saint Paul's Flood Management Plan or as the result of a flood event.

13. Bridge and Tunnel Maintenance Plan

Provide RCRRA with assistance in complying with local regulations regarding inspection and maintenance of bridges and tunnels including completion of load ratings as requested.

2.2.

Services shall be provided at Union Depot. If services are provided at any other locations, it shall be deemed an alteration of this Agreement that must be reduced to writing.

2.3.

The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the services. The Contractor shall within ten (10) days notify RCRRA in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement.

2.4.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.5.

The Contractor agrees to furnish RCRRA with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by RCRRA, upon request.

3. **Schedule**

The Contractor shall provide services as follows: As requested by RCRRA staff.

4. **Cost**

4.1.

RCRRA shall pay the Contractor a maximum not to exceed fee of \$ 300,000.00.

4.1.1.

RCRRA shall pay the Contractor the following unit rates: as shown in Exhibit A

5. Special Conditions

Deleted.

6. RCRRA Roles and Responsibilities

RCRRA shall provide direction to the Contractor on when to initiate and complete services identified in the Scope of Service.

7. General Contract/Agreement Terms and Conditions

7.1. Payment

7.1.1.

Invoices shall show applicable Minnesota sales tax of 6.875% separately.

7.1.2.

No payment will be made until the invoice has been approved by RCRRA.

7.1.3.

Payment shall be based on a negotiated payment schedule.

7.2. Application for Payments

7.2.1.

The Contractor may not submit invoices more than once a month.

7.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

7.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

7.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by RCRRA.

7.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

7.2.6.

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

interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

7.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of RCRRRA.

7.4. Successors, Subcontracting and Assignment

7.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to RCRRRA in respect to all covenants, contracts and obligations contained in this Agreement.

7.4.2.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of RCRRRA and subject to such conditions and provisions as RCRRRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

7.5. Compliance With Legal Requirements

7.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

7.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

7.6. Data Practices

7.6.1.

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

7.6.2.

The Contractor designates Michelle Julius as its Responsible Authority, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as the individual responsible for the collection, maintenance, use, and dissemination of any set of data on individuals, government data, or summary data pursuant to this Agreement.

7.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRA or Ramsey County data is contained or which are used to access RCRRA or Ramsey County data in the course of providing services under this Agreement. Access to RCRRA and Ramsey County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services are provided, at the end of the Project all RCRRA and Ramsey County data will be purged from the Contractor's computers and storage devices used for the project as defined in the Scope of Service and the Contractor shall give RCRRA and Ramsey County written verification that the data has been purged.

7.7. Security

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

Contractors shall report to RCRRA and Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to RCRRA and Ramsey County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as RCRRA and Ramsey County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

RCRRA retains the right to inspect and review the Contractor's operations for potential risks to RCRRA and Ramsey County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

All RCRRA and all Ramsey County data and intellectual property stored in the Contractor's system is the exclusive property of RCRRA and Ramsey County respectively.

7.8. HIPAA Compliance

7.8.1.

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. The Contractor also agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other

applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the Secretary of Health and Human Services.

7.9. Indemnification

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

7.10. Contractor's Insurance

7.10.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

7.10.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to RCRRA evidencing such coverage to RCRRA throughout the term of this Agreement.

7.10.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

7.10.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

7.10.3.2.

RCRRA and Ramsey County, their officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

7.10.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

7.10.4.1.

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

7.10.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

7.10.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

7.10.7.

If the Contractor is driving on behalf of RCRRA as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

7.10.8.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to RCRRA upon written request.

7.10.9.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

7.10.10.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to RCRRA.

7.10.11.

All Certificates of Insurance shall provide that the insurer give RCRRA prior written notice of cancellation or non-renewal of the policy as required by the provisions of Minn. Stat. Ch. 60A, as applicable.

7.10.12.

Nothing in the Agreement shall constitute a waiver by RCRRA or by Ramsey County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

7.10.13.

A Crime and Fidelity Bond is required if the Contractor is handling money for RCRRA or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

7.11. Audit

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

7.12. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

RCRRA:

Mike Rogers, 214 Fourth Street East, Suite 200, St. Paul, MN 55101

Contractor:

Greg Brown, 800 LaSalle Avenue, Suite 500, Minneapolis, MN 55402

7.13. Non-Conforming Services

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

7.14. Setoff

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

7.15. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RCRRA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

7.16. Respectful Workplace and Violence Prevention

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

7.17. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

7.18. Unavailability of Funding - Termination

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

7.19. Termination

7.19.1.

RCRRA may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify RCRRA upon the commencement of such proceedings or other action.

7.19.2.

If the Contractor violates any material terms or conditions of this Agreement RCRRA may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

7.19.3.

RCRRA may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

7.20. Interpretation of Agreement; Venue

7.20.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

7.20.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

7.21. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

7.22. Alteration

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

8. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through JobConnect@co.ramsey.mn.us or call 651-779-5652.

9. Entire Agreement

The written Agreement, including all attachments, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or contracts regarding the subject matter of this Agreement, either written or oral. No subsequent agreement between RCRRA and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written amendment to this Agreement signed by authorized representatives of the parties.

Exhibit A
AECOM Hourly Rates

Name	Role	Hourly Rate
Kevin Anderson	Principal	\$160
Greg Brown	Project Manager	\$185
Brian Holt	Signals Engineer	\$185
Michael Couse	Senior Track Engineer	\$165
Ryan Raske	Senior Track Engineer	\$112
Ian Burrell	Senior Civil Engineer	\$135
Andrew Nordseth	Senior Structural Engineer	\$160
Kevin Muellerleile	Water Resources Engineer	\$160
N/A	One Person Field Crew	\$135
N/A	Two Person Field Crew	\$215
N/A	CADD Technician	\$105
N/A	Administrative	\$95

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-51

Committee: Regional Railroad Authority

Meeting Date: 12/15/2015

SUBJECT**Legislative Position: Request for \$3 million in state bond funds for the Gateway Corridor - Support****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.

As a part of the draft environmental impact statement (DEIS) study process Bus Rapid Transit (BRT) in a dedicated guideway was selected as the locally preferred alternative (LPA) for the corridor. The LPA was supported by Ramsey County, Washington County, the six cities along the corridor and has been adopted into the Metropolitan Council's 2040 Transportation Policy Plan.

After the DEIS is completed, the next step in the development of the transitway is to transition the project to the state and conduct preliminary engineering and prepare the Final Environmental Impact Statement (FEIS), which would take approximately two years to complete.

Legislative Position: Request for \$3 million in state bond funds for the Gateway Corridor - Support

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

Washington County requested \$5 million in state bond funds in 2014 for this work and was awarded \$2 million. This request is for the balance of \$3 million still needed to fully fund the next phase of work.

Action on this item is to support the Washington County state bond request for \$3 million. Funds are available in the 2015 and 2016 operating budgets for RCRRA's \$2.5 million share.

BUDGETARY IMPACT

There is no budgetary impact.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority action is required to establish legislative positions.

PREVIOUS ACTION

On September 22, 2015, the Ramsey County Regional Railroad Authority supported Washington County's 2014 grant application to the Counties Transit Improvement Board for \$1,350,000 for Pre-Project Development and authorized the expenditure of \$75,000 to provide Ramsey County Regional Railroad Authority's share of the local match (R2015-15).

On September 22, 2015 the Ramsey County Regional Railroad Authority supported Washington County's 2014 grant application to the Counties Transit Improvement Board for \$5,400,000 for Project Development and authorized the expenditure of \$900,000 to provide Ramsey County Regional Railroad Authority's share of the local match (R2015-14).

On December 16, 2014 the Ramsey County Regional Railroad Authority supported Washington County's request for \$3 million in state bond funds for the Gateway Corridor (R2014-32).

On September 23, 2014 the Ramsey County Regional Railroad Authority supported the findings of the Gateway Corridor Draft Environmental Impact Statement and the selection of

Legislative Position: Request for \$3 million in state bond funds for the Gateway Corridor - Support

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 (R2014-28).

On September 2, 2014 the Ramsey County Regional Railroad Authority 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 (R2014-25).

On January 14, 2014 the Ramsey County Board of Commissioners supported Washington County's request for \$5 million in state bond funds (B2014-25).

On February 7, 2012 the Ramsey County Regional Railroad Authority supported the Gateway Corridor Commission's request for \$1 million in state bond funds (R2012-07).

On March 17, 2009 the Ramsey County Regional Railroad Authority 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 (R2009-09)

ATTACHMENTS

1. Draft Resolution
2. Gateway 2016 Ramsey County State Legislative Request

DRAFT RESOLUTION

WHEREAS, The Gateway Corridor Commission (commission) was established in March 2009 to address transportation needs in the I-94 corridor in Washington and Ramsey Counties; and

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

WHEREAS, The Gateway Corridor is the principal east/west route for traffic through Ramsey and Washington Counties; and;

WHEREAS, The 2040 Transportation Policy Plan identifies bus rapid transit in a dedicated guideway as the Locally Preferred Alternative for the Gateway Corridor Transitway; and

WHEREAS, following completion of the Draft Environmental Impact Statement in early 2015, the next phase of work is Project Development where the Locally Preferred Alternative is refined through detailed environmental analysis and preliminary engineering; and

WHEREAS, a portion of the funding for Project Development has been secured through a grant from the Counties Transit Improvement Board; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the legislative position to support the Gateway Corridor in their request to the legislature for \$3 million in state bond funds; and Be It Further

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



RAMSEY COUNTY 2016 LEGISLATIVE PROPOSAL

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 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

As a part of the draft environmental impact statement (DEIS) study process underway Bus Rapid Transit (BRT) in a dedicated guideway was selected as the locally preferred alternative (LPA) for the corridor. The LPA was supported by Ramsey County, Washington County, the six cities along the corridor and was adopted into the Metropolitan Council's 2040 Transportation Policy Plan in January 2015

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. Washington County requested \$5 million in state bond funds in 2014 for this work and was awarded \$2 million. This request is for the balance of \$3 million still needed to fully fund the next phase of work.

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.

PROPONENTS:

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.

OPPONENTS:

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)

Andy Gitzlaff, Senior Transportation Planner
andrew.gitzlaff@co.ramsey.mn.us
Office: 651-266-2772
Cell: 612-386-2724

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-52

Committee: Regional Railroad Authority

Meeting Date: 12/15/2015

SUBJECT**Approval of the 2016-2017 Ramsey County Regional Railroad Authority Budget and the 2016 Tax Levy****REQUESTED ACTION**

1. Approve the 2016 budget of \$23,057,849 and the 2017 budget of \$20,596,617.
2. Approve the 2016 Tax Levy Statement of \$20,459,447.

EXECUTIVE SUMMARY

The County Manager presented the 2016-2017 Proposed Budget to the Ramsey County Regional Railroad Authority (RCRRA) on August 4, 2015. The proposed 2016 RCRRA budget is \$23,057,849, which represents an increase of 2.6% from 2015. The proposed 2017 RCRRA budget is \$20,596,617, which represents a decrease of 10.67% from 2016. The RCRRA Board certified a proposed maximum levy of \$20,459,447 for 2016 on September 8, 2015, which represents an increase of 6.4% from 2015.

Two Public Hearings were held to receive public testimony on the budget: on September 15, 2015 at 1:30 p.m. in Council Chambers at the Ramsey County Courthouse, 15 West Kellogg Blvd., St. Paul MN 55102, and on November 30, 2015 at 6:30 p.m. at The Ramsey County Library in Roseville, 2180 N. Hamline Avenue, Roseville, MN 55113.

This request is to approve the 2016-2017 RCRRA Budget and the 2016 Tax Levy.

In 2016, a supplemental budget will be submitted with 2017 changes only. The RCRRA Board will certify a maximum tax levy, hold Public Hearings, and approve a final budget and tax levy for 2017 in 2016.

BUDGETARY IMPACT

Ramsey County Regional Railroad Authority approval is required for the 2016-2017 budget and the 2016 property tax levy.

Approval of the 2016-2017 Ramsey County Regional Railroad Authority Budget and the 2016
Tax Levy

COUNTY MANAGER COMMENTS

The 2016-2017 Ramsey County Regional Railroad Authority budget and tax levy must be adopted prior to the end of 2015.

PREVIOUS ACTION

November 30, 2015 Public Hearing on the 2016-2017 budget and 2016 tax levy
September 8, 2015 certified maximum levy (R2015-12)

ATTACHMENTS

1. Draft Resolution
2. 2016-2017 RCRRA Budget

Draft Resolution

WHEREAS, The County Manager presented the 2016-2017 Proposed Budget to the Ramsey County Regional Railroad Authority Board on August 4, 2015; and

WHEREAS, The Proposed 2016 Ramsey County Regional Railroad Authority budget is \$23,057,849 which represents an increase of 2.6% from 2015; and

WHEREAS, The Proposed 2017 Ramsey County Regional Railroad Authority budget is \$20,596,617 which represents a decrease of 10.67% from 2016; and

WHEREAS, The Ramsey County Regional Railroad Authority certified a proposed maximum levy of \$290,459,447 for 2016 on September 8, 2015, which represents an increase of 6.4% from 2015; and

WHEREAS, Two Public Hearings were held to receive public testimony on the budget: on September 15, 2015 at 1:30 p.m. in Council Chambers at the Ramsey County Courthouse 15 West Kellogg Blvd., St. Paul MN 55102, and on November 30, 2015 at 6:30 p.m. at The Ramsey County Library in Roseville, 2180 N. Hamline Avenue, Roseville, MN 55113; and

WHEREAS, This request is to approve the 2016-2017 Ramsey County Regional Railroad Authority Budget and the 2016 Tax Levy; and

WHEREAS, In 2016 a supplemental budget will be submitted with 2017 changes only; and

WHEREAS, the Ramsey County Regional Railroad Authority Board will certify a maximum tax levy, hold Public Hearings, and approve a final budget and tax levy for 2017 in 2016; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the 2016 budget of \$23,057,849; and the 2017 budget of \$20,596,617; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves that there be and hereby is levied in the year 2015 to be collected in the year 2016, a levy on all taxable properties in Ramsey County of \$20,459,447, as summarized below.

	RCRRA Operations	CIP	Debt Service	2016 RCRRA Total
Gross Budget	\$11,911,233	\$ 4,300,000	\$ 6,846,616	\$23,057,849
Less – Revenues	- \$ 1,886,713			\$ 1,886,713
Subtotal	\$10,024,520	\$ 4,300,000	\$ 6,846,616	\$21,171,136
Less – Fund Balance	- \$ 1,314,226			\$ 1,314,226
Subtotal	\$10,024,520	\$ 2,985,774	\$ 6,846,616	\$19,856,910
Plus – Estimated Tax Delinquency	+ \$ 200,490	\$ 59,715	\$ 342,332	\$ 602,537
Total Tax Levy	\$10,225,010	\$ 3,045,489	\$ 7,188,948	\$20,459,447

Department Summary



BUDGET SUMMARY

Regional Rail Authority

	2014 Actual	2015 Budget	2016 Proposed	2017 Proposed
Expenditure / Appropriation - Operating Budget	11,682,738	19,150,735	18,757,849	15,471,617
Expenditure / Appropriation - Grants / Projects	13,665,620	3,300,000	4,300,000	5,125,000
Revenue / Est. Revenue - Operating Budget	1,588,918	1,732,638	1,886,713	2,071,306
Revenue / Est. Revenue - Grants / Projects	-	150,000	-	-
Use of Fund Balance	5,187,394	2,005,397	1,314,226	(2,215,247)
County Tax Levy	18,572,046	18,562,700	19,856,910	20,740,558
Allowance for Uncollectible Taxes	481,261	580,654	602,537	516,889
Total RCRRA Tax Levy	19,053,307	19,143,354	20,459,447	21,257,447
Inc/(Dec) from Previous Year			1,316,093	798,000
% Inc/(Dec) from Previous Year			6.9%	3.9%
Inc/(Dec) for 2 Years				2,114,093
% Inc/(Dec) for 2 Years				11.0%

Department Summary



EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

Regional Rail Authority

Division	2014 Actual	2015 Budget	2016 Proposed	2017 Proposed
<u>Operating Budget</u>				
Regional Rail Administration	1,499,734	1,727,455	1,679,916	1,749,944
Union Depot Operations	6,019,404	7,682,888	9,425,768	9,510,575
Diagonal Property Roseville	-	2,500	2,500	2,500
Northeast Corridor Right-of-Way	62,340	77,992	82,699	86,670
Rush Line Operations	95,770	45,300	114,350	114,350
Red Rock Operations	22,639	87,600	77,500	77,500
Robert Street Operations	15,685	322,600	112,000	112,000
Gateway Corridor Operations	109,893	120,900	122,000	121,000
Passenger Rail Operations	157,668	1,554,100	144,000	144,000
Riverview Corridor Operations	38,953	549,400	150,500	150,500
Total Operating Budget	8,022,086	12,170,735	11,911,233	12,069,039
Inc/(Dec) from Previous Year			(259,502)	157,806
% Inc/(Dec) from Previous Year			(2.1)%	1.3%

Department Summary



EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

Regional Rail Authority

	2014 Actual	2015 Budget	2016 Proposed	2017 Proposed
<u>Grants / Projects</u>				
RRA Insurance Deductibles (P128101)	-	-	575,000	-
Red Rock Project Development (P125401)	-	-	225,000	225,000
Riverview DEIS/Development/Engineering (P125104)	-	-	1,200,000	1,450,000
Rail Property Acquisition (P121005)	-	500,000	750,000	750,000
Rush Line Pre-Project Development (P124301)	-	1,500,000	-	-
Central Corridor Preliminary Eng (P125101)	13,665,620	-	-	-
Rush Line Environmental Design/Development (P125102)	-	-	750,000	1,000,000
Gateway Environmental Design/Development (P125103)	-	1,000,000	500,000	1,400,000
Union Depot Capital Reserves (P127101)	-	300,000	300,000	300,000
Total Grants / Projects	13,665,620	3,300,000	4,300,000	5,125,000
<u>Debt Service</u>				
Lmt'd Tax Oblig Note Series '12	3,660,652	6,980,000	6,846,616	3,402,578
Total Debt Service	3,660,652	6,980,000	6,846,616	3,402,578
Total Expenditure / Appropriation	25,348,358	22,450,735	23,057,849	20,596,617
Inc/(Dec) from Previous Year			607,114	(2,461,232)
% Inc/(Dec) from Previous Year			2.7%	(10.7)%
Inc/(Dec) for 2 Years				(1,854,118)
% Inc/(Dec) for 2 Years				(8.3)%

Department Summary



REVENUE / ESTIMATED REVENUE SUMMARY BY DIVISION

Regional Rail Authority

Division	2014 Actual	2015 Budget	2016 Proposed	2017 Proposed
Regional Rail Administration	22,602	7,000	5,000	5,000
Union Depot Operations	1,547,550	1,709,238	1,862,128	2,046,721
Northeast Corridor Right-of-Way	18,200	16,000	19,000	19,000
Rush Line Operations	566	400	585	585
Total Operating Budget	1,588,918	1,732,638	1,886,713	2,071,306

Inc/(Dec) from Previous Year			154,075	184,593
% Inc/(Dec) from Previous Year			8.9%	9.8%

	2014 Actual	2015 Budget	2016 Proposed	2017 Proposed
<u>Grants / Projects</u>				
Rush Line Pre-Project Development (P124301)	-	150,000	-	-
Total Grants / Projects	-	150,000	-	-

Total Revenue / Estimated Revenue	1,588,918	1,882,638	1,886,713	2,071,306
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Inc/(Dec) from Previous Year			4,075	184,593
% Inc/(Dec) from Previous Year			0.2%	9.8%

Inc/(Dec) for 2 Years				188,668
% Inc/(Dec) for 2 Years				10.0%

Department Summary



PERSONNEL SUMMARY BY DIVISION

Regional Rail Authority

	2014 Budget	2015 Budget	2016 Proposed	2017 Proposed
Permanent FTE				
<u>Operating Budget</u>				
Regional Rail Administration	8.00	8.00	8.00	8.00
Total Operating Budget	8.00	8.00	8.00	8.00

Grants / Projects

None

Total Existing Permanent FTE	8.00	8.00	8.00	8.00
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	2016 Proposed	2017 Proposed
New FTEs		
None		
Total New FTE	-	-
Total FTE	8.00	8.00
Inc/(Dec) From Previous Year	-	-
Inc/(Dec) for 2 Years		

Department Summary



Timothy Mayasich, Director

214 Fourth Street E, #200, St. Paul, MN 55101

651-266-2760

VISION

REGIONAL RAILROAD AUTHORITY

RCRRA

Developing Union Depot into a multi-modal transit and transportation hub as a sustainable facility and continue to pursue advancement of its various corridor studies in order to continue expanding transit options for residents of Ramsey County

Ramsey County

A vibrant community where all are valued and thrive.

MISSION

RCRRA

Providing effective and efficient transit alternatives for Ramsey County and surrounding regions.

Ramsey County

A county of excellence working with you to enhance our quality of life.

DEPARTMENT OVERVIEW

The RCRRA will develop the Union Depot into a multi-modal transit and transportation hub as a sustainable facility that offers a vast array of modal choices as well as a vibrant meeting place for the public that will include commercial activity, programmed events, and a showcase for artists and other vendors. The RCRRA will also continue to pursue advancement of its various corridor studies currently underway in order to continue expanding transit options for residents of Ramsey County. Realization of these corridors will bring the Union Depot vision to fruition by bringing in more people to utilize the facility.

PROGRAMS / SERVICES

Ramsey County Regional Railroad Authority is comprised of the seven elected Ramsey County Commissioners.

The Ramsey County Regional Railroad Authority recognizes the importance of transit to the mobility of people in the county and its importance in maintaining a strong economy in the county. For those reasons, the Railroad Authority plans, advocates, designs, communicates, educates, coordinates, implements, operates, preserves and funds transit options in Ramsey County.

The Ramsey County Regional Railroad Authority performs its activities to address the needs for mobility, improved transportation affordability, mitigation of traffic congestion, enhanced environmental quality and recognizes the economic health of the county depends on accessibility to jobs, services and recreation.

GOALS & STRATEGIES

Strengthen individual, family and community health, safety and well-being.

- Promote environmental stewardship and a healthier, more sustainable community through development of transit/transportation corridors connecting to Union Depot
- Operate and maintain Union Depot using sustainability best practices

Cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty.

Department Summary



Timothy Mayasich, Director

214 Fourth Street E, #200, St. Paul, MN 55101

651-266-2760

- Develop and fund transit investments that support regional sustainability and economic prosperity plans
- Engage affected communities regarding opportunities at Union Depot and participation in corridor planning

Enhance access to opportunity and mobility for all residents and businesses.

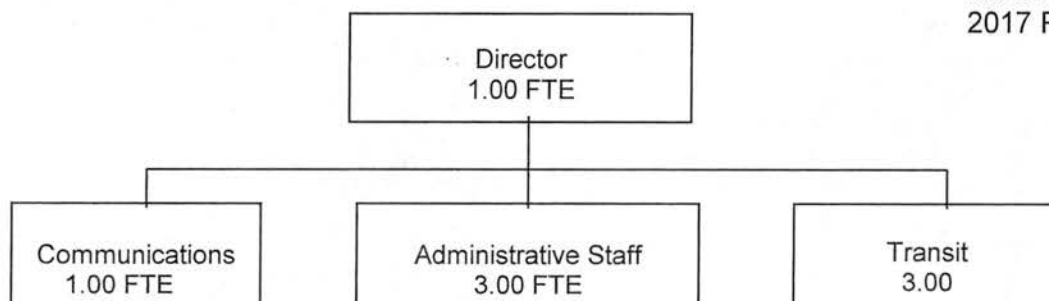
- Provide education about transit/transportation and its relationship to prosperity and economic development
- Implementation of transit/transportation corridors
- Provide space for other county departments to promote their work

Model forward-thinking investment, fiscal accountability and transparency.

- Implement a long term capital needs plan that aligns with the property plan at Union Depot for future transit and transportation needs
- Maximize revenue opportunities and new program initiatives at Union Depot through partnerships with public and private entities

2015 ORGANIZATION CHART

REGIONAL RAILROAD AUTHORITY



Personnel - FTE

2014 Budget	-	8.00
2015 Budget	-	8.00
2016 Proposed	-	8.00
2017 Proposed	-	8.00

Department Summary



MAJOR CHANGES

REGIONAL RAILROAD AUTHORITY

Listed below are the major items that have contributed to changes in the Department's appropriation and financing over the previous year.

2016 PROPOSED BUDGET

Description	2016 Budget	2016 Financing	2016 Levy
Inc/(Dec) from 2015 Budget	607,114	4,075	603,039
% Inc/-Dec from 2015 Budget	2.7%	0.2%	
1 Union Depot Operations	1,742,880	152,890	1,589,990
2 Passenger Rail Operating Budget	(1,410,100)	0	(1,410,100)
3 Riverview Corridor DEIS	1,200,000	0	1,200,000
4 Rush Line Corridor Environ/Design Develop	(750,000)	0	(750,000)
TOTALS	782,780	152,890	629,890

2017 PROPOSED BUDGET

Description	2017 Budget	2017 Financing	2017 Levy
Inc/(Dec) from 2016 Proposed Budget	(2,461,232)	184,593	(2,645,825)
% Inc/-Dec from 2016 Proposed Budget	-10.7%	9.8%	
5 Debt Service - Loan Payoff - Reduction	(3,444,038)	0	(3,444,038)
6 Union Depot Insurance Deductibles	(575,000)	0	(575,000)
7 Gateway Corridor Environ Design/Develop	900,000	0	900,000
8 Riverview Corridor DEIS	250,000	0	250,000
9 Rush Line Corridor Environ Design/Develop	250,000	0	250,000
TOTALS	(2,619,038)	-	(2,619,038)

NET MAJOR CHANGE 2015 / 2017

(1,836,258)	152,890	(1,989,148)
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Department Summary



EXPLANATIONS OF MAJOR CHANGES

REGIONAL RAILROAD AUTHORITY

	2016 Budget	2016 Financing	2016 Levy
1. Union Depot Operations	1,742,880	152,890	1,589,990

Increases in the 2016 Union Depot operating and capital outlay budgets are attributed to increases in staffing of security and janitorial personnel due to the increase in the amount of visitors to the Union Depot. Also contributing to this increase is an increase in leasehold improvements to prepare space for potential leaseholders in the Union Depot.

	2016 Budget	2016 Financing	2016 Levy
2. Passenger Rail Operating Budget	(1,410,100)	-	(1,410,100)

In preparation for the 2015 Passenger Rail Operating Budget, it was anticipated that the Rail Authority would be contributing to regional studies, such as a grade separation project, and/or a second Amtrak train study. Funds are available in the 2014 and 2015 RCRRA operating budgets for these studies.

	2016 Budget	2016 Financing	2016 Levy
3. Riverview Corridor DEIS	1,200,000	-	1,200,000

The Riverview Corridor Pre-Project Development Study will be completed in 2016. The funding for this study came from the 2013 Rail Authority fund balance. The project will move into the Draft Environmental Impact Statement (DEIS) phase in 2016.

	2016 Budget	2016 Financing	2016 Levy
4. Rush Line Corridor Environ/Design Develop	(750,000)	-	(750,000)

The Rush Line Corridor Pre-Project Development Study will be completed in 2016. The project will move into the Draft Environmental Impact Statement phase in 2016.

Department Summary



EXPLANATIONS OF MAJOR CHANGES

REGIONAL RAILROAD AUTHORITY

	2017 Budget	2017 Financing	2017 Levy
5. Debt Service	(3,444,038)	-	(3,444,038)

The Rail Authority took out \$20 million in bank loans in 2012. The last payment of principal and interest is due February 2017.

	2017 Budget	2017 Financing	2017 Levy
6. Union Depot Insurance Deductibles	(575,000)	-	(575,000)

The Rail Authority is required to provide millions of dollars in insurance coverage, per its agreement with Amtrak. Insurance deductibles will be budgeted in a project budget to only be used if necessary.

	2017 Budget	2017 Financing	2017 Levy
7. Gateway Corridor Environ/Design Develop	900,000	-	900,000

The Gateway Corridor Project Development phase is anticipated to be completed in 2017. The Engineering phase will then begin in 2017.

	2017 Budget	2017 Financing	2017 Levy
8. Riverview Corridor DEIS	250,000	-	250,000

The Riverview Corridor DEIS will require additional funds for public engagement in 2017.

	2017 Budget	2017 Financing	2017 Levy
9. Rush Line Corridor Environ Design/Develop	250,000	-	250,000

The Rush Line Corridor DEIS phase will require additional funding in 2017.

Department Summary



PROGRAM / SERVICE ALLOCATION (2016 PROPOSED)

REGIONAL RAILROAD AUTHORITY

Program / Service	Mand./ Discr.	2016 Proposed			
		FTEs	Budget	Financing	Levy
Administration (RCRRA)	D	4.24	1,679,916	5,000	1,674,916
Union Depot	D/M	1.50	9,425,768	1,862,128	7,563,640
Other Corridor Projects	D	2.26	805,549	19,585	785,964
Capital Projects					
Union Depot	D/M	-	875,000	-	875,000
Rail Property Acquisition	D	-	750,000	-	750,000
Rush Line Pre Project Develop	D	-	-	-	-
Rush Line Environ Design/Dev	D	-	750,000	-	750,000
Red Rock Project Development	D	-	225,000	-	225,000
Gateway Environ Design/Dev	D	-	500,000	-	500,000
Riverview DEIS/Dev/Eng	D	-	1,200,000	-	1,200,000
Debt Service	LO	-	6,846,616	-	6,846,616

8.00	23,057,849	1,886,713	21,171,136
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SUMMARY

		Levy %	FTEs	Budget	Financing	Levy
Total Mandated	M	0.00%	-	-	-	-
Total Mandated/Discretionary	M/D	0.00%	-	-	-	-
Total Discretionary/Mandated	D/M	39.86%	1.50	10,300,768	1,862,128	8,438,640
Total Discretionary	D	27.80%	6.50	5,910,465	24,585	5,885,880
Total Legal Obligations	LO	32.34%	-	6,846,616	-	6,846,616
			8.00	23,057,849	1,886,713	21,171,136

2015 Budget

Inc/(Dec.) from 2015 Budget

% Inc/-Dec. from 2015 Budget

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; LO =
Legal Obligations

Department Summary



PROGRAM / SERVICE ALLOCATION (2016 PROPOSED) CHANGE FROM 2015 BUDGET

REGIONAL RAILROAD AUTHORITY

Program / Service	Change from 2015 Budget			
	FTEs	Budget	Financing	Levy
Administration (RCRRA)	0.59	(47,539)	(2,000)	(45,539)
Union Depot	(0.50)	1,742,880	152,890	1,589,990
Other Corridor Projects	0.11	(1,954,843)	3,185	(1,958,028)
Capital Projects				
Union Depot	-	575,000	-	575,000
Rail Property Acquisition	-	250,000	-	250,000
Rush Line Pre Project Develop	(0.10)	(1,500,000)	(150,000)	(1,350,000)
Rush Line Environ Design/Dev	-	750,000	-	750,000
Red Rock Project Development	-	225,000	-	225,000
Gateway Environ Design/Dev	(0.10)	(500,000)	-	(500,000)
Riverview DEIS/Dev/Eng	-	1,200,000	-	1,200,000
Debt Service	-	(133,384)	-	(133,384)

Inc/(Dec.) from 2015 Budget	(0.00)	607,114	4,075	603,039
% Inc/-Dec. from 2015 Budget	0.0%	2.7%	0.2%	2.9%

Department Summary



PROGRAM / SERVICE ALLOCATION (2017 PROPOSED)

REGIONAL RAILROAD AUTHORITY

Program / Service	Mand./ Discr.	2017 Proposed			
		FTEs	Budget	Financing	Levy
Administration (RCRRA)	D	4.35	1,749,944	5,000	1,744,944
Union Depot	D/M	1.45	9,510,575	2,046,721	7,463,854
Other Corridor Projects	D	2.20	808,520	19,585	788,935
Capital Projects					
Union Depot	D/M	-	300,000	-	300,000
Rail Property Acquisition	D	-	750,000	-	750,000
Rush Line Pre Project Develop	D	-	-	-	-
Rush Line Environ Design/Dev	D	-	1,000,000	-	1,000,000
Red Rock Project Development	D	-	225,000	-	225,000
Gateway Environ Design/Dev	D	-	1,400,000	-	1,400,000
Riverview DEIS/Dev/Eng	D	-	1,450,000	-	1,450,000
Debt Service	LO	-	3,402,578	-	3,402,578
		8.00	20,596,617	2,071,306	18,525,311

SUMMARY

		Levy %	FTEs	Budget	Financing	Levy
Total Mandated	M	0.00%	-	-	-	-
Total Mandated/Discretionary	M/D	0.00%	-	-	-	-
Total Discretionary/Mandated	D/M	41.91%	1.45	9,810,575	2,046,721	7,763,854
Total Discretionary	D	39.72%	6.55	7,383,464	24,585	7,358,879
Legal Obligations	LO	18.37%		3,402,578	-	3,402,578
			8.00	20,596,617	2,071,306	18,525,311
2016 Proposed Budget			8.00	23,057,849	1,886,713	21,171,136
Inc/(Dec.) from 2016 Proposed Budget			-	(2,461,232)	184,593	(2,645,825)
% Inc/-Dec. from 2016 Proposed Budget			0.0%	-10.7%	9.8%	-12.5%

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; LO = Legal Obligations

Department Summary



PROGRAM / SERVICE ALLOCATION (2017 PROPOSED)
CHANGE FROM 2016 PROPOSED BUDGET

REGIONAL RAILROAD AUTHORITY

Program / Service	Change from 2016 Proposed Budget			
	FTEs	Budget	Financing	Levy
Administration (RCRRA)	0.11	70,028	-	70,028
Union Depot	(0.05)	84,807	184,593	(99,786)
Other Corridor Projects	(0.06)	2,971	-	2,971
Capital Projects				
Union Depot	-	(575,000)	-	(575,000)
Rail Property Acquisition	-	-	-	-
Rush Line Pre Project Develop	-	-	-	-
Rush Line Environ Design/Dev	-	250,000	-	250,000
Red Rock Project Development	-	-	-	-
Gateway Environ Design/Dev	-	900,000	-	900,000
Riverview DEIS/Dev/Eng	-	250,000	-	250,000
Debt Service	-	(3,444,038)	-	(3,444,038)

Inc/(Dec.) from 2016 Proposed Budget

-	(2,461,232)	184,593	(2,645,825)
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% Inc/-Dec. from 2016 Proposed Budget

0.0%	-10.7%	9.8%	-12.5%
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Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

GOAL

Strengthen individual, family and community health, safety and well-being through effective safety-net services; innovative programming; prevention and early intervention; and environmental stewardship.

STRATEGY OR STRATEGIES TO MAKE PROGRESS TOWARDS THIS GOAL

- A. Promote environmental stewardship and a healthier, more sustainable community through development of transit/transportation corridors connecting to Union Depot.
- B. Operate and maintain Union Depot using sustainability best practices.

PERFORMANCE MEASURES – ANALYSIS HIGHLIGHTS

- A. A wide range of measures are available during project planning to evaluate the development of healthy, sustainable communities. The Environmental Assessment (EA) and Environmental Impact Statement (EIS) processes are standard measures in transit and transportation planning. The EA and EIS evaluate elements including public health and environmental quality and acknowledge the importance of these linkages to developing healthy, sustainable communities. EA and EIS also indicate progress toward corridor completion as they occur as intermediary steps in advance of project engineering and construction.

Bicycle/pedestrian connections identified during project development demonstrate thoughtful alignment and application of best practices in public health, public works, transit and neighborhood planning. The Regional Railroad Authority has direct responsibility for the Union Depot station area planning and connections from the facility but not for other connections. As such, the measure of performance will be policy and planning support of bike and pedestrian access to transit and transportation facilities being studied or funded by the department.

The number of transportation service providers demonstrates a commitment to the primary vision of Union Depot as a multi-modal transportation hub consistent with sustainable best practices in planning sustainable communities. Maintaining the number and variety of transportation service providers demonstrates strong tenant/owner relationships.

- B. Many tools are available to measure energy use in buildings. To best represent energy use and conservation at Union Depot, a calculation will be developed to identify energy use per person per event. This calculation will be used to analyze energy use of the 24/7 operation over 33-acres facility in a meaningful way.

The Union Depot loading dock expansion will provide enhanced waste management service for tenants, vendors, residents and visitors beginning in 2016. Education materials will be developed to encourage and support behavior change. The percent of trash will be measured to provide a baseline for ongoing reduction of trash in the total waste stream.

Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

PERFORMANCE MEASURES – DATA

#	Performance Measures	2012	2013	2014	2015	2016-17
		Actual	Actual	Actual	Estimate	Estimate
A1	Completion of Environmental Assessments for Rush Line and Riverview Corridors	N/A	N/A	N/A	N/A	EA begins
A2	Completion steps toward completion of Environmental Impact Statements for Rush Line and Riverview Corridors	N/A	N/A	N/A	N/A	Placeholder for 2017-2018
A3	Bicycle and pedestrian linkages to planned corridors	N/A	N/A	N/A	N/A	Policy and planning support
A4	Number of transportation service providers serving Union Depot	4	6	12	12	12
B1	Kilowatt per event attendee hour	N/A	N/A	N/A	N/A	Develop measure and baseline
B2	Percentage of trash in Union Depot waste stream	N/A	N/A	N/A	N/A	Develop baseline

PERFORMANCE MEASURES – ADDITIONAL INFORMATION (if necessary)

A1 & A2	Environmental Assessments are an overview of the need and environmental impacts of a proposed action and alternatives, and a listing of agencies and persons consulted. Environmental Impact Statements are the result of a multi-step process required prior to application for federal funding. The six steps required are: 1. notice of intent and scoping procedures 2. draft EIS 3. agency and public review and comment 4. final EIS 5. record of decision 6. agency action EA will begin in 2016.	Qualitative
A3	The measure of performance will be policy and planning support of bike and pedestrian access to transit and transportation facilities being studied or funded by the department.	Qualitative
A4	The number and variety of transportation service providers will be consistent in 2016.	Quantitative
B1	A calculation will be developed in 2016 to identify energy use per person per event.	Quantitative
B2	The percent of trash will be measured to provide a baseline in 2016.	Quantitative

Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

GOAL

Cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty through proactive leadership and inclusive initiatives that engage all communities in decisions about our future.

STRATEGY OR STRATEGIES TO MAKE PROGRESS TOWARDS THIS GOAL

- A. Develop and fund transit investments that support regional sustainability and economic prosperity plans.
- B. Engage affected communities regarding opportunities to participate in corridor planning.

PERFORMANCE MEASURES – ANALYSIS HIGHLIGHTS

- A. Through thoughtful and proactive leadership, the Regional Railroad Authority will demonstrate consistency with local, state, and regional plans and partnership with other Ramsey County departments including Workforce Solutions, Public Works, Parks and Recreation and Human Services. The consistency and partnerships will shape transit investments to support regional sustainability and economic prosperity plans. There is no specific quantitative measure for this work.

The change (increase) in number taxable properties and value of taxable properties within a defined area along developing corridors and surrounding Union Depot will indicate indirect benefits of investment in all types of neighborhoods, including those with concentrated financial poverty.

Increased access to jobs and job centers will be used to indicate progress toward cultivating economic prosperity. The jobs measurement is a placeholder at this time. As corridors develop, the Regional Railroad Authority will work with others, including other Ramsey County departments, to develop specific, meaningful measures.

- B. Corridor planning public engagement is specifically focused on engaging affected communities in transit and transportation decisions for the future. Total participation will be reported and will include meeting attendance, online engagement, e-news subscriptions and social media interaction.

PERFORMANCE MEASURES – DATA

#	Performance Measures	2012	2013	2014	2015	2016-17
		Actual	Actual	Actual	Estimate	Estimate
A1	Consistency with plans and partnerships with planning agencies	N/A	N/A	N/A	N/A	Policy and planning support
A2	Increase in taxable properties	N/A	N/A	N/A	N/A	Develop measure and baseline
A3	Increase in value of taxable properties	N/A	N/A	N/A	N/A	Develop measure and baseline
A4	Develop employment measurements	N/A	N/A	N/A	N/A	Develop measure

Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

		2012	2013	2014	2015	2016-17
#	Performance Measures	Actual	Actual	Actual	Estimate	Estimate
B1	Total participation in corridor engagement	N/A	N/A	N/A	Create baseline	Report measure

PERFORMANCE MEASURES – ADDITIONAL INFORMATION (if necessary)

A1	The consistency and partnerships will shape transit investments to support regional sustainability and economic prosperity plans.	Qualitative
A2 & A3	Develop a baseline to calculate change (increase) in number taxable properties and value of taxable properties within a defined area along developing corridors and surrounding Union Depot in 2016.	Quantitative
A4	Measuring increased access to jobs and job centers will be used to indicate progress toward cultivating economic prosperity. This calculation will be developed in 2016 with the goal of having a baseline for both corridors and Union Depot in 2016.	Quantitative
B1	Total participation in corridor planning will be reported as a baseline in 2015 and will include meeting attendance, online engagement, e-news subscriptions and social media interaction.	Quantitative

Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

GOAL

Enhance access to opportunity and mobility for all residents and businesses through connections to education, employment and economic development throughout our region.

STRATEGY OR STRATEGIES TO MAKE PROGRESS TOWARDS THIS GOAL

- A. Provide education about transit and transportation and measure its relationship to corridor planning, Union Depot operations and modes serving Union Depot.
- B. Implement of transit corridors.
- C. Provide space for other county departments to promote their work.

PERFORMANCE MEASURES – ANALYSIS HIGHLIGHTS

- A. Surveys are an important tool to use when measuring success of educational initiatives designed to influence knowledge, attitudes and behavior. A survey (or focus groups) will be implemented to develop a baseline measure of awareness and understanding of corridor planning efforts and knowledge of Union Depot as a transit hub, community gathering place and event center.

The Regional Railroad Authority is not a direct service provider. Through partnerships with transit and transportation providers, communication staff representing both Union Depot and the Regional Railroad Authority are engaged in educational efforts to support the providers and, as a consequence, Union Depot operations. Ridership is an indicator of relevant investment, awareness of transit/transportation opportunities and successful partnerships. Additionally, ridership is not a direct measure of educational campaign success, but the measure of ridership is a method to validate knowledge and behaviors reported in surveys. Ease of collection and aggregation of ridership data from transit and transportation providers varies due to internal data collection and management practices and preference for maintaining privacy of business data. The Regional Railroad Authority will deliberate the efficacy of collecting and maintaining ridership data.

- B. While implementation of the Riverview corridor and Rush Line corridor transit projects falls outside of the 2016-2017 window, pre-project development planning is underway and elements in goals 1, 3, and 4 lead to the inclusion of a locally preferred alternative as a measure of progress toward implementation.
- C. Union Depot is primarily a transit and transportation hub, but it can serve as a host location for Ramsey County departments seeking a transit-connected location for a county-sponsored, public-facing event or information kiosk relating to public services, such as health screenings, waste management or job fairs. Measurement will initially be reported as the total number of county-sponsored, public-facing events or information kiosks hosted at Union Depot. A space use plan consistent with and complementary to the current business and event plan for Union Depot will be developed to provide Ramsey County departments with specific guidance for hosting events and activating information kiosks.

Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

PERFORMANCE MEASURES – DATA

#	Performance Measures	2012	2013	2014	2015	2016-17
		Actual	Actual	Actual	Estimate	Estimate
A1	Develop survey plan and budget	N/A	N/A	N/A	N/A	Complete survey plan and budget
A2	Ridership for modes serving Union Depot	N/A	N/A	N/A	Determine efficacy of collecting this data	Develop plan for data collection, if appropriate
B1	Completed milestones for Riverview and Rush Line corridor projects	N/A	N/A	N/A	N/A	Locally preferred alternatives identified
C1	Number of Ramsey County-specific event and information kiosks hosted at Union Depot	N/A	N/A	N/A	Develop plan	4

PERFORMANCE MEASURES – ADDITIONAL INFORMATION (if necessary)

A1	Develop a survey plan to develop a baseline measure of awareness and understanding of corridor planning efforts and knowledge of Union Depot as a transit hub, community gathering place and event center during 2016. Implement plan and survey in 2017.	Qualitative
A2	Through partnerships with transit and transportation providers, communication staff representing both Union Depot and the Regional Railroad Authority are engaged in educational efforts to support the providers and, as a consequence, Union Depot operations. Ridership is an indicator of relevant investment, awareness of transit/transportation opportunities and successful partnerships and will be evaluated as a potential measure in 2015, with data collection commencing in 2016 if determined useful.	Quantitative
B1	The inclusion of a locally preferred alternative is a measure of progress toward transit corridor implementation. Both Riverview and Rush Line locally preferred alternative decisions are expected in 2016.	Qualitative
C1	Measurement will initially be reported as the total number of Ramsey County-specific events or information kiosks hosted at Union Depot.	Quantitative

Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

GOAL

Model forward-thinking investment, fiscal accountability and transparency through professional operational and financial management.

STRATEGY OR STRATEGIES TO MAKE PROGRESS TOWARDS THIS GOAL

- A. Implement a long term capital needs plan aligned with the property plan at Union Depot for future transit and transportation needs.
- B. Maximize revenue opportunities and new program initiatives at Union Depot.

PERFORMANCE MEASURES – ANALYSIS HIGHLIGHTS

- A. Implementation of capital projects will require financial support beyond the RCRRA budget. Strong vision and alignment with planning documents will provide the narrative for funding requests (e.g. TIGER, CTIB, TAB grants).
- B. Regional Railroad Authority employees and Union Depot representatives will maintain current and create new connections with government agencies and private partners to optimize use of available spaces and amenities at Union Depot. Maximizing revenue opportunities includes a range of options such as events, space rental, leasing and parking. Measurements to demonstrate optimal use will be created based on event space utilization and number of event attendees.

Public events at Union Depot fall into two general categories: public events hosted by our entity Union Depot (e.g. yoga, games, train day, bake sale, dance nights) and public events hosted by others (e.g. Lowertown Pop, JazzFest, Saint Paul Art Crawl). Public engagement for the Regional Railroad Authority includes public events at Union Depot. Successful events with broad participation are influenced by public engagement through social media, paid advertising and partner promotion. Total participation in engagement will be measured by review of data available through online tracking tools and marketing reports.

PERFORMANCE MEASURES – DATA

#	Performance Measures	2012	2013	2014	2015	2016-17
		Actual	Actual	Actual	Estimate	Estimate
A1	Approved local, state and federal bonding and funding requests	N/A	N/A	N/A	N/A	TBD
B1	Percent of Union Depot operations funded by non-RCRRA sources	N/A	N/A	N/A	TBD	TBD
B2	Number of event spaces utilized	N/A	N/A	N/A	N/A	Develop measure and baseline
B3	Total number of event attendees	N/A	N/A	N/A	Develop baseline	TBD
B4	Total participation in public engagement for Union Depot	N/A	N/A	N/A	Develop measure and baseline	TBD

Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

PERFORMANCE MEASURES – ADDITIONAL INFORMATION (if necessary)

A1	Successful funding requests. No current requests. Placeholder for 2016.	Qualitative and Quantitative
B1	Measuring percentage of revenue opportunities generated from non-RCRRA sources will include a range of sources such as events, space rental, leasing and parking. The first year of reporting will be 2015.	Quantitative
B2	A measurement to demonstrate optimal use of Union Depot available event space will be created in 2015 and will be based on room use and the number of events. The first reporting year will be 2016.	Quantitative
B3	Total attendance at events will be reported beginning in 2015.	Quantitative
B4	Total participation in engagement across Union Depot platforms will be measured by review of data available through online tracking tools and marketing reports.	Quantitative

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-53

Committee: Regional Railroad Authority

Meeting Date: 12/15/2015

SUBJECT**Legislative Position: Minnesota Department of Transportation Passenger Rail Office
2016 Legislative Initiatives - Support****REQUESTED ACTION**

1. Approve the resolution supporting the Minnesota Department of Transportation Passenger Rail Office 2016 legislative initiatives and transmit the resolution to the Governor and the Commissioner of the Minnesota Department of Transportation.
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) is working to establish high speed intercity passenger rail service between the Union Depot Multimodal Transit Hub in Saint Paul and Chicago along the current Amtrak Empire Builder route in Minnesota which parallels the Mississippi River. The RCRRA is a founding member of the Minnesota High Speed Rail Commission and is an active member of the Intercity Passenger Rail Forum. The RCRRA, in partnership with the Red Rock Corridor Commission, commissioned the East Metro Rail Capacity Study in 2012 to understand the limitations, identify potential options and develop conceptual designs for physical improvements in the East Metro freight rail system to improve the safety and the flow of freight on the rail network while providing the opportunity for additional passenger rail services to Union Depot.

In 2009, the Minnesota Legislature provided \$26 million in General Obligation (G.O.) bond funding to "Implement capital improvements and betterments for intercity passenger rail projects as identified in the Statewide Freight and Passenger Rail Plan (Plan) under Minnesota Statutes, section 174.03, subdivision 1b, which are determined to be eligible for USDOT funding". Since the receipt of these funds, the Minnesota Department of Transportation's (MnDOT) Passenger Rail Office has been actively involved in working with local governments and the freight railroad companies to implement the Statewide Freight and Passenger Rail Plan. The 2009 G.O. bond funds have been used to leverage more than \$40 million in Federal funds to be invested in four Phase 1 passenger rail corridors and two facilities identified in the Plan. The 2009 G.O. bond fund allocation is essentially committed to projects, including engineering, design and environmental analysis of the Northern Lights Express service to Duluth, the Tier 1 Environmental Impact Statement for high speed rail service between the Twin Cities and Chicago, a second daily Amtrak train between Chicago

Support Minnesota Department of Transportation Passenger Rail Office 2016 Legislative Initiatives

and Saint Paul, the Rochester Zip Rail project, and the costs of agency staff directly attributable to these projects. Additional G.O. bonding is needed for the Passenger Rail Office to continue to develop the passenger rail system as identified in the Plan.

In consultation with passenger rail project partners, MnDOT's Passenger Rail Office developed a draft request for \$21 million G.O. bonding. These funds are necessary to continue planning and engineering work on the four Phase 1 passenger rail corridors while continuing to develop the full Phase 1 and Phase 2 passenger rail system identified in the Plan. Securing these funds in the 2016 legislative session is critical to the continued implementation of the Plan and continued progress on these passenger rail projects.

Implementation of the Plan needs a sustainable, dedicated funding source for freight and passenger rail studies and projects. The MnDOT Passenger Rail Office proposes to transfer property taxes paid by railroads to a dedicated passenger and freight rail fund. The funding would be transitioned from the General Fund to the dedicated rail fund gradually over time. These funds will greatly accelerate freight and passenger rail studies and projects in the Plan.

BUDGETARY IMPACT

None.

COUNTY MANAGER COMMENTS

Approval of the resolution supporting the Minnesota Department of Transportation's Passenger Rail Office 2016 legislative Initiatives will provide immediate and long-term funding for valuable freight and passenger rail projects that benefit Ramsey County businesses and citizens.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Draft Resolution
2. MnDOT 2016 Legislative Proposals

Draft Resolution

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

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

WHEREAS, The 2009 Minnesota Legislature provided \$26 million in bond funding to "Implement capital improvements and betterments for intercity passenger rail projects as identified in the Statewide Freight and Passenger Rail Plan under Minnesota Statutes, section 174.03, subdivision 1b, which are determined to be eligible for USDOT funding"; and

WHEREAS, The 2009 General Obligation bond fund allocation is essentially committed to projects, including engineering, design and environmental analysis of the Northern Lights Express service to Duluth, the Tier 1 Environmental Impact Statement for high speed rail service between the Twin Cities and Chicago, a second daily Amtrak train between Chicago and Saint Paul, the Rochester Zip Rail project, and the costs of agency staff directly attributable to these projects. Additional General Obligation bonding is needed for the Passenger Rail Office to continue to develop the passenger rail system as identified in the Plan; and

WHEREAS, In consultation with passenger rail project partners, a draft request for \$21 million in General Obligation bonding will be necessary to continue to develop the passenger rail system identified in the Plan; and

WHEREAS, The establishment of a State Rail Fund using state property taxes paid by railroads will provide stable and dedicated funding source for freight and passenger rail studies and projects; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves this resolution of support for the Minnesota Department of Transportation Passenger Rail Office 2016 Legislative Initiatives and transmit said resolution to the Governor and Commissioner of the Minnesota Department of Transportation; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the 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.

**Minnesota Department of Transportation Passenger Rail Office
2016 Legislative Proposals**

Legislation

1. Proposed Bonding Legislation

This \$21 million G.O. bonds request is to provide non-federal matching funds for implementation of passenger rail service along several corridors in the state and connecting Minnesota to the upper Midwest. Capital improvements include preliminary engineering, design, engineering, environmental analysis and mitigation, acquisition of land and right-of-way, construction and to pay for costs of agency staff directly attributable to capital projects. These corridors include the Northern Lights Express service to Duluth, a second daily Amtrak train between Chicago and the Twin Cities, and development of other corridors identified in the 2014 State Rail plan including the Rochester Zip Rail.

The bonding request will provide a state match to local and/or federal funding that may be available for continued project development. Potentially two projects could be ready for construction and implementation within the next 3-4 years.

2. State Rail Fund

Implementation of projects in the State Rail Plan is progressing to the point where a sustainable, dedicated fund for passenger rail is needed. The proposal is to transfer property taxes paid by railroads to a dedicated passenger and freight rail fund. The total amount is estimated for FY'16 is approximately \$14.2 million. To lessen the immediate impact on the general fund, a gradual reallocation is recommended (an additional 10% every year for 10 years). This fund could be structured for both passenger and freight rail. For example, the fund could be but not limited to, a source for matching funds, staff expenses, consultant work, project oversight and administration of the freight and passenger rail program. Funding for freight improvements can also have a direct benefit to development of passenger rail services.

This proposed legislation is a recommendation from the Statewide Freight and Passenger Rail Plan – funding and Governance Study completed in 2011. These resources would improve access to transportation, and would increase safety for both freight and passenger rail.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-58

Committee: Regional Railroad Authority

Meeting Date: 12/15/2015

SUBJECT**Legislative Position: Request for \$1.0 million in state bond funds for the Red Rock Corridor – Support****REQUESTED ACTION**

1. Approve the legislative position to support Washington County in its request to the Legislature for \$1.0 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) identified the Red Rock Corridor for future transitway investments.

In March 2014, the Commission adopted an Alternative Analysis Update (AAU). The AAU recommends Bus Rapid Transit (BRT) as the alternative that is best aligned with the Commission's approved objectives. The AAU also recommends a staged implementation plan to move toward the development of BRT. By 2030, the corridor is projected to serve up 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 funding for engineering, environmental analysis, and preparation of an application to seek federal funds for the Red Rock Corridor transitway.

BUDGETARY IMPACT

None.

Legislative Position: Request for \$1.0 million in state bond funds for the Red Rock Corridor Support

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority action is required to establish legislative positions.

PREVIOUS ACTION

On December 16, 2014, the Ramsey County Regional Railroad Authority supported Washington County's request for \$1.0 million in state bond funds for the completion of engineering and environmental work for the Red Rock Corridor (R14-31).

ATTACHMENTS

1. Draft Resolution
2. Red Rock Corridor Legislative Request

Draft Resolution

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

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

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

WHEREAS, The Red Rock Corridor Commission completed an Alternatives Analysis Update in 2014 that incorporated new information with respect to population, travel patterns and infrastructure development; and

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

WHEREAS, The Red Rock Corridor Commission recommended the development of an Implementation Plan for the Red Rock Corridor, which includes station area planning, updating ridership forecasts, and a financial plan that will result in the selection of a Locally Preferred Alternative to be amended into the 2040 Transportation Policy Plan; and

WHEREAS, Funding has not yet been secured for completion of the engineering, environmental analysis and the preparation of an application seeking federal funds for construction of the Locally Preferred Alternative; and

WHEREAS, Washington County has requested \$1.0 million in state bond funds for the completion of engineering, environmental analysis and the preparation of a federal funding application; and

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

RESOLVED, The Ramsey County Regional Railroad Authority approves the legislative position to support Washington County in their request to the legislature for \$1.0 million in state bond funds; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes 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.

RED ROCK CORRIDOR

Position:

The Washington County Regional Rail Authority (WCRRRA) is requesting \$1 million in state funding for engineering, environmental analysis, and preparation of an application to seek federal 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 forecast 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 Commission 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 up 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 funding for engineering, environmental analysis, and preparation of an application to seek federal funds for the Red Rock Corridor transitway.

Support and Opposition:

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. Opposition may come from those opposed to expansion of transit in the region.

Previous Consideration:

In the 2011 Legislative session, \$1,250,000 in state bond funding was allocated to the Newport Transit Station, a critical stop along the Red Rock Corridor. One million dollars in state bond funds for the Red Rock Corridor was requested in the 2014 legislative session. The bond funds were not awarded.

No Action:

If the proposal is not enacted, engineering work on the Red Rock Corridor will be delayed.

Financial Implications:

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.

Contact Person:

Don Theisen, Director

Washington County Public Works

651-430-4304

Don.Theisen@co.washington.mn.us

The Ramsey County Regional Railroad Authority met in regular session at 10:12 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and John Kelly, First Assistant County Attorney.

1. Agenda of December 22, 2015 is presented for approval

VOTING

Motion by: Mary Jo McGuire

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

2. Minutes from December 15, 2015 are presented for approval

VOTING

Motion by: Blake Huffman

Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Agreement with Lockridge Grindal Nauen PLLP for Federal Intergovernmental Relations Consulting Assistance (R2015-29)

VOTING

Motion by: Victoria Reinhardt

Second by: Toni Carter

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, Contracting for assistance by a qualified individual or firm specializing in federal governmental relations services advances positive outcomes for Ramsey County Regional Railroad Authority and Ramsey County on high-priority initiatives that benefit the citizens of Ramsey County; and

WHEREAS, A qualified individual or firm with expertise in a wide array of Ramsey County issues including transportation, human services, public health, corrections, public safety and local taxation would facilitate coordination and efficient representation for the Regional Railroad Authority and the County; and

WHEREAS, The Ramsey County Regional Railroad Authority and Ramsey County are coordination contracting for federal intergovernmental consulting assistance through a cooperative purchasing approach to eliminate administrative duplication and provide enhanced flexibility, tracking and managing outcomes

WHEREAS, The Ramsey County Regional Railroad Authority authorized the issuance of a Request for Proposals for Federal Intergovernmental consulting assistance; and

WHEREAS, A Proposal Evaluation Committee, comprised of staff members from Ramsey County Regional Railroad Authority and Ramsey County Government Relations, was formed to review proposals from three firms based on the criteria identified in the Request for Proposals; and

WHEREAS, The Proposal Evaluation Committee recommends the selection of Lockridge Grindal Nauen PLLP to serve as the Federal intergovernmental consultant for Ramsey County Regional Railroad Authority and for Ramsey County Government Relations; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of Lockridge Grindal Nauen PLLP for federal intergovernmental relations consulting assistance; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement with Lockridge Grindal Nauen for federal intergovernmental relations consulting assistance, for the period of January 1, 2016 through December 31, 2017 in a not to exceed amount of \$80,000 for Ramsey County Regional Railroad Authority and a not to exceed amount of \$80,800 for Ramsey County Government Relations; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute amendments to renew the term of the agreement for the period of January 1, 2018 through December 31, 2020 with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office; and Be It Further

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

4. Agreement with Larkin Hoffman Daly & Lindgren LTD for State Intergovernmental Relations Consulting Assistance (R2015-30)

VOTING

Motion by: Toni Carter

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

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

WHEREAS, The Ramsey County Regional Railroad Authority has several important transportation-related initiatives at the state level; and

WHEREAS, The Ramsey County Regional Railroad Authority has a strong interest in having state funded assistance in planning and implementation of transit corridors; and

WHEREAS, The Ramsey County Regional Railroad Authority authorized the issuance of a Request for Proposals for state intergovernmental consulting assistance; and

WHEREAS, A Proposal Evaluation Committee (PEC), comprised of staff members from Ramsey County Regional Railroad Authority, Ramsey County, and Washington County, was formed to review proposals from five firms; and

WHEREAS, The PEC interviewed five consultant firms; and

WHEREAS, The PEC recommends the selection of Larkin Hoffman to serve as the state intergovernmental consultant to the RCRRA; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of Larkin Hoffman Daly & Lindgren LTD, 8300 Norman Center Drive, Suite 1000, Minneapolis, MN 55437-1060 for state intergovernmental relations consulting assistance; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement with Larkin Hoffman Daly & Lindgren LTD for state intergovernmental relations consulting assistance, for the period of January 1, 2016 through December 31, 2017 in the amount of \$96,000; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute amendments to renew the term of the agreement for the period of January 1, 2018 through December 31, 2020 with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office; and Be It Further

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

5. Agreement with The Regents of the University of Minnesota dba University of Minnesota for Consulting Services (R2015-31)

VOTING

Motion by: Toni Carter

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

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 Ramsey County Regional Railroad Authority is currently undertaking Pre-Project Development studies for both the Rush Line and Riverview corridors; and

WHEREAS, The completion of pre-project development study for each corridor will result in the selection of the best vehicle and route for the corridor, its Locally Preferred Alternative; and

WHEREAS, The Locally Preferred Alternative for the Rush Line Corridor will be identified in the summer of 2016; and

WHEREAS, The Locally Preferred Alternative for the Riverview Corridor will be identified in the fall of 2016; and

WHEREAS, Both corridors are currently analyzing multiple alternatives to determine impacts, benefits, costs and ridership; and

WHEREAS, Public Engagement is critical to thorough and successful implementation of transitway projects; and

WHEREAS, every effort should be made to engage the public in as many ways as possible to gather their input; and

WHEREAS, the Metropolitan Design Center offers an opportunity to engage the public through a unique approach to engagement that includes research of existing projects, hands-on modeling and 3D visualizations and student analysis. Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the agreement with The Regents of the University of Minnesota dba University of Minnesota, 200 Oak Street SE, Suite 450, Minneapolis, MN to provide consulting services for public engagement and design activities for the Riverview and Rush Line Corridors, for the period of January 1, 2016 to December 31, 2016, in an amount not to exceed \$286,000; and Be It Further

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

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to transfer up to \$286,000 from the 2015 RCRRA operating budget, to the 2015 RCRRA project budget for consulting services for public engagement and design activities for the Riverview and Rush Line Corridors; and Be It Further

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

CORRIDOR UPDATES (Discussion can be found on archived video.)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:23 am.


Sandra Jacobson
Administrative Secretary

Regional Railroad Authority Meeting
December 22, 2015 – ROLL CALL

Call to Order: 10:12

1. ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Toni Carter	☒	
Blake Huffman	☒	
Jim McDonough	☒	
Mary Jo McGuire	☒	
Victoria Reinhardt	☒	
Janice Rettman	☒	
Rafael Ortega	☒	

2. Agenda of December 22, 2015 is presented for approval

Moved: MM

Seconded: JM

	YEA	NAY	ABSENT
Blake Huffman	☒		
Jim McDonough	☒		
Mary Jo McGuire	☒		
Victoria Reinhardt	☒		
Janice Rettman	☒		
Toni Carter	☒		
Rafael Ortega	☒		

3. Minutes from December 15, 2015 are presented for approval

Moved: BH

Seconded: MM

	YEA	NAY	ABSENT
Blake Huffman	☒		
Jim McDonough	☒		
Mary Jo McGuire	☒		
Victoria Reinhardt	☒		
Janice Rettman	☒		
Toni Carter	☒		
Rafael Ortega	☒		

4. Agreement with Lockridge Grindal Nauen PLLP for Federal Intergovernmental Relations Consulting Assistance

Moved:

VR

Seconded:

TC

	YEA	NAY	ABSENT
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Rafael Ortega	☒	☐	☐

5. Agreement with Larkin Hoffman Daly & Lindgren LTD for State Intergovernmental Relations Consulting Assistance

Moved:

TC

Seconded:

JM

	YEA	NAY	ABSENT
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Rafael Ortega	☒	☐	☐

Janice! question on who will be out rep?
Jung ZeK

6. Agreement with The Regents of the University of Minnesota dba University of Minnesota for Consulting Services

Moved:

TC

Seconded:

VR

	YEA	NAY	ABSENT
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Rafael Ortega	☒	☐	☐

CORRIDOR UPDATES

Meeting adjourned at 10:23 AM/PM



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

REGIONAL RAILROAD AUTHORITY

Tuesday, December 22, 2015
Immediately following the County Board Meeting
Council Chambers – Third Floor Court House

-
1. **ROLL CALL**
 2. **Agenda of December 22, 2015 is presented for approval**
Approve the agenda for December 22, 2015.
 3. **Minutes from December 15, 2015 are presented for approval**
Approve minutes of December 15, 2015.
 4. **Agreement with Lockridge Grindal Nauen PLLP for Federal Intergovernmental Relations Consulting Assistance**
 1. Approve the selection of Lockridge Grindal Nauen PLLP, 100 South Washington Avenue, Suite 200, Minneapolis MN 55402, for federal intergovernmental relations consulting assistance.
 2. Authorize the Chair to execute the agreement with Lockridge Grindal Nauen for federal intergovernmental relations consulting assistance, for the period of January 1, 2016 through December 31, 2017, in a not to exceed amount of \$80,000 for Ramsey County Regional Railroad Authority and a not to exceed amount of \$80,800 for Ramsey County Government Relations.
 3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement for the period of January 1, 2018 through December 31, 2020 with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.
 4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.
 5. **Agreement with Larkin Hoffman Daly & Lindgren LTD for State Intergovernmental Relations Consulting Assistance**
 1. Approve the selection of Larkin Hoffman Daly & Lindgren LTD, 8300 Norman Center Drive, Suite 1000, Minneapolis, MN 55437-1060 for state intergovernmental relations consulting assistance.
 2. Authorize the Chair to execute the agreement with Larkin Hoffman Daly & Lindgren LTD for state intergovernmental relations consulting assistance, for the period of January 1, 2016 through December 31,

2017, in the amount of \$96,000.

3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement for the period of January 1, 2018 through December 31, 2020 with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

6. Agreement with The Regents of the University of Minnesota dba University of Minnesota for Consulting Services

1. Approve the agreement with The Regents of the University of Minnesota dba University of Minnesota, 200 Oak Street SE, Suite 450, Minneapolis, MN, to provide consulting services for public engagement and design activities for the Riverview and Rush Line Corridors, for the period of January 1, 2016 to December 31, 2016, in an amount not to exceed \$286,000.
2. Authorize the Chair to execute the agreement.
3. Authorize the County Manager to transfer up to \$286,000 from the 2015 RCRRA operating budget, to the 2015 RCRRA project budget for consulting services for public engagement and design activities for the Riverview and Rush Line Corridors.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

CORRIDOR UPDATES

ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-59

Committee: Regional Railroad Authority

Meeting Date: 12/22/2015

SUBJECT

Agenda of December 22, 2015 is presented for approval

REQUESTED ACTION

Approve the agenda for December 22, 2015.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-60

Committee: Regional Railroad Authority

Meeting Date: 12/22/2015

SUBJECT

Minutes from December 15, 2015 are presented for approval

REQUESTED ACTION

Approve minutes of December 15, 2015.

The Ramsey County Regional Railroad Authority met in regular session at 9:45 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, County Attorney.

1. Agenda of December 15, 2015 is presented for approval

VOTING

Motion by: Toni Carter

Second by: Blake Huffman

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

2. Minutes from November 17, 2015 are presented for approval

VOTING

Motion by: Victoria Reinhardt

Second by: Janice Rettman

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Legislative Position: Minnesota Department of Transportation Rail Office 2016 Legislative Initiatives – Support (R2015-23)

VOTING

Motion by: Janice Rettman

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

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

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

WHEREAS, The 2009 Minnesota Legislature provided \$26 million in bond funding to "Implement capital improvements and betterments for intercity passenger rail projects as identified in the Statewide Freight and Passenger Rail Plan under Minnesota Statutes, section 174.03, subdivision 1b, which are determined to be eligible for USDOT funding"; and

WHEREAS, The 2009 General Obligation bond fund allocation is essentially committed to projects, including engineering, design and environmental analysis of the Northern Lights Express service to Duluth, the Tier 1 Environmental Impact Statement for high speed rail service between the Twin Cities and Chicago, a second daily Amtrak train between Chicago and Saint Paul, the Rochester Zip Rail project, and the costs of agency staff directly attributable to these projects. Additional General Obligation bonding is needed for the Passenger Rail Office to continue to develop the passenger rail system as identified in the Plan; and

WHEREAS, In consultation with passenger rail project partners, a draft request for \$21 million in General Obligation bonding will be necessary to continue to develop the passenger rail system identified in the Plan; and

WHEREAS, The establishment of a State Rail Fund using state property taxes paid by railroads will provide stable and dedicated funding source for freight and passenger rail studies and projects; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves this resolution of support for the Minnesota Department of Transportation Passenger Rail Office 2016 Legislative Initiatives and transmit said resolution to the Governor and Commissioner of the Minnesota Department of Transportation; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the 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.

4. Legislative Position: Request for \$3 million in state bond funds for the Gateway Corridor – Support (R2015-24)

VOTING

Motion by: Blake Huffman

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, The Gateway Corridor Commission (commission) was established in March 2009 to address transportation needs in the I-94 corridor in Washington and Ramsey Counties; and

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

WHEREAS, The Gateway Corridor is the principal east/west route for traffic through Ramsey and Washington Counties; and;

WHEREAS, The 2040 Transportation Policy Plan identifies bus rapid transit in a dedicated guideway as the Locally Preferred Alternative for the Gateway Corridor Transitway; and

WHEREAS, following completion of the Draft Environmental Impact Statement in early 2015, the next phase of work is Project Development where the Locally Preferred Alternative is refined through detailed environmental analysis and preliminary engineering; and

WHEREAS, a portion of the funding for Project Development has been secured through a grant from the Counties Transit Improvement Board; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the legislative position to support the Gateway Corridor in their request to the legislature for \$3 million in state bond funds; and Be It Further

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

5. Legislative Position: Request for \$1.0 million in state bond funds for the Red Rock Corridor – Support (R2015-25)

VOTING

Motion by: Janice Rettman

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

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

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

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

WHEREAS, The Red Rock Corridor Commission completed an Alternatives Analysis Update in 2014 that incorporated new information with respect to population, travel patterns and infrastructure development; and

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

WHEREAS, The Red Rock Corridor Commission recommended the development of an Implementation Plan for the Red Rock Corridor, which includes station area planning, updating ridership forecasts, and a financial plan that will result in the selection of a Locally Preferred Alternative to be amended into the 2040 Transportation Policy Plan; and

WHEREAS, Funding has not yet been secured for completion of the engineering, environmental analysis and the preparation of an application seeking federal funds for construction of the Locally Preferred Alternative; and

WHEREAS, Washington County has requested \$1.0 million in state bond funds for the completion of engineering, environmental analysis and the preparation of a federal funding application; and

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

RESOLVED, The Ramsey County Regional Railroad Authority approves the legislative position to support Washington County in their request to the legislature for \$1.0 million in state bond funds; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes 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.

6. Agreement with AECOM for On-Call Engineering Services at Union Depot (R2015-26)

Chair Ortega introduced additional wording that was recommended to be included in the agreement on page 2, section 4 (Cost), section 4.1. The additional wording is: **for the three year term. The maximum not to exceed fee for each of the one year renewal periods shall be \$100,000.** The amendment was seen as friendly.

VOTING

Motion by: Toni Carter

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

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

WHEREAS, The Ramsey County Regional Railroad Authority continues to seek out new uses and users for Union Depot including the development of the Gateway, Rush Line, and Riverview Corridor transitways as well as additional passenger rail service to Chicago; and

WHEREAS, The Ramsey County Regional Railroad Authority continues to be approached by parties seeking to utilize the property and building for uses beyond what was originally envisioned including more leasable space, reconfiguration of space, addition of a river balcony and additional access to the Upper Landing along the Mississippi River; and

WHEREAS, The Ramsey County Regional Railroad Authority needs to consistently and thoughtfully evaluate the multiple proposed uses for the Union Depot to ensure they are compatible with its vision for the facility; and

WHEREAS, Consistent and thoughtful analysis requires the procurement of engineering services; and

WHEREAS, Through Resolution #R2015-18, The Ramsey County Regional Railroad Authority authorized the release of the On-Call Engineering Services Request for Proposals on September 22, 2015; and

WHEREAS, The Proposal Review Committee evaluated and recommended the proposal submitted by AECOM as the most qualified proposal to the requested services; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the selection of AECOM to complete On-Call Engineering Services for Union Depot; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute an agreement with AECOM to provide On-Call Engineering Services for Union Depot from December 15, 2015 through December 31, 2018, in an amount not to exceed \$300,000; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute amendments to renew the term of the agreement for the period of January 1, 2019 through December 31, 2020 with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office; and Be It Further

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

7. Contract Amendment with AECOM for the Riverview Corridor Pre-Project Development Study (R2015-27)

VOTING

Motion by: Jim McDonough

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

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 Ramsey County Regional Railroad Authority is currently undertaking a Pre-Project Development Study for the Riverview Corridor; and

WHEREAS, The completion of Pre-Project Development Study for Riverview Corridor will result in the selection of the best vehicle and route for the corridor, its Locally Preferred Alternative; and

WHEREAS, The Pre-Project Development Study was originally identified for completion by December 31, 2015; and

WHEREAS, The Pre-Project Development Study has actively sought out public engagement opportunities to inform and solicit input from the public on the study; and

WHEREAS, The increased emphasis on public engagement has led to additional work on part of the original work scope resulting in out-of-scope activities; and

WHEREAS, The out-of-scope activities have come at the direction of the Riverview Corridor Policy Advisory Committee to more actively engage the public as well as to provide additional technical analysis to satisfy comments/questions raised by the public; and

WHEREAS, The out-of-scope activities have resulted in the need to extend the study timeline for the study and increase the budget; and

WHEREAS, The completion of out-of-scope activities results in the need to extend the timeline to December 31, 2016 with a Locally Preferred Alternative selected in the fall of 2016; and

WHEREAS, The addition of twelve months to the study timeline, completion of out-of-scope work and maintaining the high levels of public engagement results in an increased cost of \$559,557.54. Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amendment with AECOM, 800 LaSalle Avenue, Minneapolis, MN 55402, for consulting services for public engagement and design activities for the Riverview Corridor Pre-Project Development Study, for the period of January 1 2016 through December 31, 2016, in an amount not to exceed \$559,557.54; and Be It Further

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

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to transfer up to \$559,557.54 from the 2015 RCRRA operating budget, to the 2015 RCRRA project budget for consulting services for public engagement and design activities for the Riverview Pre-Project Development Study; 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.

8. Approval of the 2016-2017 Ramsey County Regional Railroad Authority Budget and the 2016 Tax Levy (R2015-28)

VOTING

Motion by: Victoria Reinhardt

Second by: Toni Carter

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, The County Manager presented the 2016-2017 Proposed Budget to the Ramsey County Regional Railroad Authority Board on August 4, 2015; and

WHEREAS, The Proposed 2016 Ramsey County Regional Railroad Authority budget is \$23,057,849 which represents an increase of 2.6% from 2015; and

WHEREAS, The Proposed 2017 Ramsey County Regional Railroad Authority budget is \$20,596,617 which represents a decrease of 10.67% from 2016; and

WHEREAS, The Ramsey County Regional Railroad Authority certified a proposed maximum levy of \$290,459,447 for 2016 on September 8, 2015, which represents an increase of 6.4% from 2015; and

WHEREAS, Two Public Hearings were held to receive public testimony on the budget: on September 15, 2015 at 1:30 p.m. in Council Chambers at the Ramsey County Courthouse 15 West Kellogg Blvd., St. Paul MN 55102, and on November 30, 2015 at 6:30 p.m. at The Ramsey County Library in Roseville, 2180 N. Hamline Avenue, Roseville, MN 55113; and

WHEREAS, This request is to approve the 2016-2017 Ramsey County Regional Railroad Authority Budget and the 2016 Tax Levy; and

WHEREAS, In 2016 a supplemental budget will be submitted with 2017 changes only; and

WHEREAS, the Ramsey County Regional Railroad Authority Board will certify a maximum tax levy, hold Public Hearings, and approve a final budget and tax levy for 2017 in 2016; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the 2016 budget of \$23,057,849; and the 2017 budget of \$20,596,617; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves that there be and hereby is levied in the year 2015 to be collected in the year 2016, a levy on all taxable properties in Ramsey County of \$20,459,447, as summarized below.

	RCRRA Operations	CIP	Debt Service	2016 RCRRA Total
Gross Budget	\$11,911,233	\$ 4,300,000	\$ 6,846,616	\$23,057,849
Less – Revenues	- \$ 1,886,713			\$ 1,886,713
Subtotal	\$10,024,520	\$ 4,300,000	\$ 6,846,616	\$21,171,136
Less – Fund Balance	- \$ 1,314,226			\$ 1,314,226
Subtotal	\$10,024,520	\$ 2,985,774	\$ 6,846,616	\$19,856,910
Plus – Estimated Tax Delinquency	+ \$ 200,490	\$ 59,715	\$ 342,332	\$ 602,537
Total Tax Levy	\$10,225,010	\$ 3,045,489	\$ 7,188,948	\$20,459,447

CORRIDOR UPDATES (Discussion can be found on archived video)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 9:57 am.

Sandra Jacobson
Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-49

Committee: Regional Railroad Authority

Meeting Date: 12/22/2015

SUBJECT**Agreement with The Regents of the University of Minnesota dba University of Minnesota for Consulting Services****REQUESTED ACTION**

1. Approve the agreement with The Regents of the University of Minnesota dba University of Minnesota, 200 Oak Street SE, Suite 450, Minneapolis, MN, to provide consulting services for public engagement and design activities for the Riverview and Rush Line Corridors, for the period of January 1, 2016 to December 31, 2016, in an amount not to exceed \$286,000.
2. Authorize the Chair to execute the agreement.
3. Authorize the County Manager to transfer up to \$286,000 from the 2015 RCRRA operating budget, to the 2015 RCRRA project budget for consulting services for public engagement and design activities for the Riverview and Rush Line Corridors.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

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 Riverview and Rush Line Corridors for future transitway investments.

The Riverview Corridor is 12.3 miles long, extending from Union Depot in downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America in Bloomington. The Rush Line Corridor is 80 miles long, however the portion currently under analysis is 30 miles long extending from Union Depot in downtown St. Paul north to Forest Lake.

In 2014, the RCRRA undertook the completion of a Pre-Project Development (PPD) Study for each corridor. Each study includes significant public involvement as part of the detailed analysis of ridership cost, benefits and impacts. As each PPD Study has advanced it has become clear that more public engagement is needed. The result is a two pronged approach that utilizes traditional engagement techniques and strategic communications. Traditional engagement techniques include open houses, electronic communications, neighborhood and community meetings and presentations to elected/appointed officials. Strategic communications efforts assist with reaching groups that historically have not been as likely to reach as those reached through the traditional engagement techniques. Strategic communications is also a proactive effort to provide the public with correct information before rumors/misinformation become wide-spread. Through these engagement efforts, a third

Agreement with The Regents of the University of Minnesota dba University of Minnesota for Consulting

prong has been identified. This prong is research based and hands-on. It utilizes research to identify cities or regions that implement transit in non-traditional ways. This is important as the public and Policy Advisory Committees for both corridors have challenged staff to develop transit solutions that are creative and go beyond the ways in which transit has previously been implemented in this region. The hands-on portion uses the development of 3D virtual and physical models to help the public visualize how transit could be implemented in their community.

RCRRA staff have identified the Metropolitan Design Center (MDC) at the University of Minnesota to assist with research-based and hands-on engagement with the community. The MDC was formed in 1988 and has a strong history of assisting cities as they rethink and rewrite rules guiding development and the physical environment, with a focus on cities realizing opportunities in the built and natural environments that stimulate economic prosperity, encourage social vitality, and enhance human and environmental health.

The MDC is uniquely suited to providing both the research and visualization components of the additional outreach. The MDC is the only organization that can combine the research with the visualization component while also providing the additional benefit of student analysis and participation. Students are particularly well suited to connect with a segment of the population that is difficult to connect with through traditional public engagement activities. Students provide the opportunity to brainstorm the research and take ideas from multiple regions and present them as a "what if" scenario. This combined with the work of senior research staff to hone the scenarios into well rounded proposals provides the RCRRA with the best opportunity to develop transit solutions that are creative and go beyond the traditional use of transit in this region.

Equally important to the development of creative transit solutions is the development of methods to help the public visualize what transit will mean to them. The MDC provides the opportunity to do this in two ways. First, MDC makes available state-of-the-art computer based 3D visualization models that allow participants to become immersed in the model. Second, MDC will create 3D real world models so the public can "touch and feel" the changes. Both modeling techniques provide the public with the opportunity to manipulate how transit can "fit" within the community by moving items around. This will allow the public to directly shape how transit can blend into the existing fabric of neighborhoods, commercial corridors and natural areas.

After meeting with RCRRA staff, the MDC provided a proposal for services that would allow for additional, comprehensive and hands-on engagement with the public. The MDC proposed using three general approaches to assist with public communication and the design of the corridors:

1. Student-based concept studies

Leveraging the skills of landscape architecture, architecture, and urban design studies to expand our thinking and to develop alternate solutions to issues along the corridor.

2. Professional-level research

Utilizing the research capacity at MDC to identify relevant projects to assess their merits, strategies, and applicability to the Rush Line and Riverview Corridors.

Agreement with The Regents of the University of Minnesota dba University of Minnesota for Consulting

3. Leading-edge communication

Utilizing the University's advanced visualization tools including physical and virtual reality 3-D models of specific locations along the corridors where additional analysis and engagement are needed.

In order to complete the general approaches, four phases of work are needed.

1. Convene participants to coordinate the existing public engagement and technical efforts on the corridors to gather input necessary to identify and model various scenarios in subsequent phases.
2. Explore various scenarios (modeling and visualizations) with identification of potential station locations and urban design opportunities for the preferred routes identified by the pre-project development studies.
3. Refine the conclusions for the various scenarios and present to stakeholders.
4. Provide conclusions from the previous phases for a final recommendation.

The work scope will take approximately twelve months to complete at a cost not-to-exceed \$286,000.

BUDGETARY IMPACT

The Ramsey County Regional Railroad Authority has funding to cover this cost in its 2015 operating budget.

COUNTY MANAGER COMMENTS

Selection of the Metropolitan Design Center for additional public engagement and design activities for the Riverview and Rush Line Corridors will provide county residents and businesses with additional opportunities for engaging on these transitway projects. Comprehensive public engagement is critical for successful implementation of transitway projects.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Draft Resolution
2. Sole Source Request Form
3. Professional Services Agreement
4. Exhibit A

Draft Resolution

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 Ramsey County Regional Railroad Authority is currently undertaking Pre-Project Development studies for both the Rush Line and Riverview corridors; and

WHEREAS, The completion of pre-project development study for each corridor will result in the selection of the best vehicle and route for the corridor, its Locally Preferred Alternative; and

WHEREAS, The Locally Preferred Alternative for the Rush Line Corridor will be identified in the summer of 2016; and

WHEREAS, The Locally Preferred Alternative for the Riverview Corridor will be identified in the fall of 2016; and

WHEREAS, Both corridors are currently analyzing multiple alternatives to determine impacts, benefits, costs and ridership; and

WHEREAS, Public Engagement is critical to thorough and successful implementation of transitway projects; and

WHEREAS, every effort should be made to engage the public in as many ways as possible to gather their input; and

WHEREAS, the Metropolitan Design Center offers an opportunity to engage the public through a unique approach to engagement that includes research of existing projects, hands-on modeling and 3D visualizations and student analysis. Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the agreement with The Regents of the University of Minnesota dba University of Minnesota, 200 Oak Street SE, Suite 450, Minneapolis, MN to provide consulting services for public engagement and design activities for the Riverview and Rush Line Corridors, for the period of January 1, 2016 to December 31, 2016, in an amount not to exceed \$286,000; and Be It Further

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

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to transfer up to \$286,000 from the 2015 RCRRA operating budget, to the 2015 RCRRA project budget for consulting services for public engagement and design activities for the Riverview and Rush Line Corridors; 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.



Ramsey County Sole Source Request Form

Department Section

Department: RRA
Requisition ID: 0000000813
Requestor: KRIS.LONGHENRY
Date: November 09, 2015
Name of Good or Service: PROFESSIONAL SERVICES
Dollar amount: \$286,000.00

1. Will the purchase be made using Federal Funds? No
2. Type of Purchase: Professional or Client Service is unique and proprietary.
3. Explain how the requested supply, equipment, material or service meets one or more of the above sole source criteria. For this question, price and Contractor experience cannot be a part of the justification. The University of Minnesota's Metropolitan Design Center (MDC) is a unique program in the state. It gives the Ramsey County Regional Railroad Authority (RCRRA) student-based concept studies, professional-level research and leading-edge communication to support the planning process of the Riverview Corridor.
4. What information do you have on previous solicitations for this good or service?
NONE
5. What other Contractors and/or goods/services did you consider before you arrived at your conclusion that the identified good/service is the only one that meets your needs?
No other universities in Minnesota offer this program.
6. What information do you have that can support a determination that the Contractor's cost is fair and reasonable?
The proposed labor rates and overhead are reasonable as compared to those charged by other professionals that RCRRA has contracted with.
7. Are there any Conflicts of Interest that you are aware of related to this proposed acquisition? No
8. Attach any documentation from the Contractor to support its claim that it is the sole source Contractor for this particular good or service. Documentation may be scanned and attached or forwarded to the Procurement Specialist.

Yes, I certify that, to the best of my knowledge, the above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a sole source purchase.

Name: KRIS.LONGHENRY
Title: Administrative Assistant III
Date: November 09, 2015

Procurement Specialist Section

1. Is there a State Master contract available to CPV members for this purchase? ☐ Yes ☒ No
2. If yes, did the Department consider using the State Master contract? ☐ Yes ☐ No ☒ N/A
3. Is this a sole source purchase?

☐ No Provide information about other available sources for the requested good or service (e.g., Master Agreement, names of contractors) and a solicitation recommendation.

☒ Yes State justification for sole source classification:

The procurement specialist searched for other universities that offered urban design services and was not able to locate any. The University of Minnesota has advanced visualization tools such as physical study models, 3-D digital models, a virtual-reality environment and touch-screen GIS tools that no other local university has.

☒ Yes I certify that, to the best of my knowledge, the above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a sole source purchase.

Name: Kyle Rahne
Title: Sr. Procurement Specialist
Date: November 16, 2015



Professional Services Agreement

This is an Agreement between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, , 214 Fourth Street East, Suite 200, St. Paul, MN 55101 ("RCRRA") and the Regents of the University of Minnesota dba University of Minnesota, 200 Oak Street SE, Suite 450 Minneapolis, MN 55455-2070, registered as a governmental entity in the State of Minnesota ("Contractor").

1. Term

The term of this Agreement shall be from January 01, 2016 and shall continue for twelve (12) months and may be renewed up to four (4) additional one-year periods. Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

2. Scope of Service

RCRRA agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

The Contractor shall complete the services as provided in attached Exhibit A.

2.2.

Services shall be provided in Minneapolis and St. Paul. If services are provided at any other locations, it shall be deemed an alteration of this Agreement that must be reduced to writing.

2.3.

The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the services. The Contractor shall within ten (10) days notify RCRRA in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement.

2.4.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.5.

The Contractor agrees to furnish RCRRA with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by RCRRA, upon request.

3. Schedule

The Contractor shall provide services in accordance with the work plan and schedule set forth in Exhibit A attached to this Agreement.

4. Cost

4.1.

RCRRA shall pay the Contractor a maximum not to exceed fee of \$ 286,000.00, including material, mileage and reimbursements.

4.1.1.

RCRRA shall pay the Contractor in accordance with the full budget summary and the fee schedules in Attachments 1 and 3 set forth in Exhibit A attached to this Agreement.

5. General Contract/Agreement Terms and Conditions

5.1. Payment

5.1.1.

Invoices shall show applicable Minnesota sales tax of 6.875% separately.

5.1.2.

No payment will be made until the invoice has been approved by RCRRA. .

5.1.3.

Payment shall be based on a negotiated payment schedule.

5.2. Application for Payments

5.2.1.

The Contractor may not submit invoices more than once a month.

5.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

5.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

5.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by RCRRA. .

5.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

5.2.6.

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

5.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the

relationship of partners between the parties or as constituting the Contractor as an employee of RCRRA.

5.4. Successors, Subcontracting and Assignment

5.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to RCRRA in respect to all covenants, contracts and obligations contained in this Agreement.

5.4.2.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of RCRRA and subject to such conditions and provisions as RCRRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

5.5. Compliance With Legal Requirements

5.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

5.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

5.6. Data Practices

5.6.1.

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

5.6.2.

The Contractor designates Susan McKinney, CRM; Minnesota Government Data Practices Act Responsible Authority; Director, Records & Information Management; 360 McNamara Alumni Center, 200 Oak Street SE, Minneapolis, MN 55455; (612) 625-3497, as its Responsible Authority, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as the individual responsible for the collection, maintenance, use, and dissemination of any set of data on individuals, government data, or summary data pursuant to this Agreement.

5.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRA or Ramsey County data is contained or which are used to access RCRRA or Ramsey County data in the course of providing services under this

Agreement. Access to RCRRRA and Ramsey County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services are provided, at the end of the Project all RCRRRA and Ramsey County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give RCRRRA written verification that the data has been purged.

5.7. Security

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

Contractors shall report to RCRRRA and Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to RCRRRA and Ramsey County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as RCRRRA and Ramsey County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

RCRRRA retains the right to inspect and review the Contractor's operations for potential risks to RCRRRA and Ramsey County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

All RCRRRA and all Ramsey County data and intellectual property stored in the Contractor's system is the exclusive property of RCRRRA and Ramsey County respectively.

5.8. Indemnification

Subject to the limits of the Minnesota Tort Claims Act, Minnesota Statute, Section 3.736, the Contractor shall indemnify, hold harmless and defend RCRRRA and Ramsey County, their officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which RCRRRA or Ramsey County, their officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of any personal injury or property damage caused by the Contractor's negligent acts or omissions. RCRRRA and Ramsey County shall provide Contractor with prompt notice of any claim and provide reasonable assistance to Contractor in the defense of the claim as requested.

5.9. Contractor's Insurance

5.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

5.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and maintain equivalent self insurance and shall comply with all provisions noted. Certificates of Insurance shall be issued to RCRRRA contracting department evidencing such coverage to RCRRRA throughout the term of this Agreement. If maintaining self-insurance, the Contractor shall provide certificate evidencing coverage.

5.9.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

5.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

5.9.3.2.

RCRRRA and Ramsey County, their officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

5.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

5.9.4.1.

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

5.9.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

5.9.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

5.9.7.

If the Contractor is driving on behalf of RCRRA as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

5.9.8.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to RCRRA upon written request.

5.9.9.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

5.9.10.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to RCRRA.

5.9.11.

All Certificates of Insurance shall provide that the insurer give RCRRA prior written notice of cancellation or non-renewal of the policy as required by the provisions of Minn. Stat. Ch. 60A, as applicable.

5.9.12.

Nothing in the Agreement shall constitute a waiver by RCRRA or Ramsey County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

5.9.13.

5.10. Audit

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

5.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

RCRRA:

Michael Rogers
214 Fourth Street, Suite 200
St. Paul, MN 55101

Contractor:

Andrea Marshall
200 Oak Street SE, Suite 450
Minneapolis, MN 55455

5.12. Non-Conforming Services

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

5.13. Setoff

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

5.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RCRRRA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

5.15. Respectful Workplace and Violence Prevention

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

5.16. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

5.17. Unavailability of Funding - Termination

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

5.18. Termination

5.18.1.

RCRRA may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify RCRRA upon the commencement of such proceedings or other action.

5.18.2.

If the Contractor violates any material terms or conditions of this Agreement RCRRA may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

5.18.3.

RCRRA may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

5.19. Interpretation of Agreement; Venue

5.19.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

5.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

5.20. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

5.21. Alteration

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

6. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through JobConnect@co.ramsey.mn.us or call 651-779-5652.

7. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral with respect to the subject matter of this Agreement. No subsequent agreement between RCRRRA and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

UNIVERSITY OF MINNESOTA

Twin Cities Campus

*Metropolitan Design Center
College of Design*

*Ralph Rapson Hall
89 Church Street SE
Minneapolis, MN 55455-0109*

Office: 612-625-9000

Fax: 612-626-0600

Website: <http://designcenter.cdes.umn.edu>

December 8, 2015

To: Timothy Mayasich, Director
Ramsey County Regional Rail Authority

From: Thomas Fisher, Director
Metropolitan Design Center

Re: Proposed Approach and Work Plan – MDC Support Services
RCRRA Riverview and Rush Line Corridors Transit Way Planning Process

INTRODUCTION

We are pleased to submit this proposal from the Metropolitan Design Center (MDC) to help the Ramsey County Regional Rail Authority (RCRRA) with your transit way planning process for both the Riverview and Rush Line corridors. As the primary community design center at the University of Minnesota, the MDC offers unique capacities, unavailable elsewhere in the state, to aid in the design and communication of public-sector projects. These include:

1. **Student-based concept studies**, leveraging the skills of landscape architecture, architecture, and urban design students to expand our thinking and to develop alternative solutions to client-defined issues and select locations along the corridor.
2. **Professional-level urban design**, utilizing the research and urban design capacity of the MDC Senior Research Fellows and its staff to engage the community in a participatory design process that elicits the best ideas and defines specific strategies that support your project objectives.
3. **Leading-edge communication**, taking advantage of the university's advanced visualization tools, including: physical study models, 3-D digital models, one of the largest virtual-reality environments in the U.S., and the most advanced touch-screen GIS tools available.

APPROACH

We propose offering these capacities in support of the planning process for both the Riverview and the Rush Line corridors in the following ways:

1. **A year-long commitment to student participation** that would examine alternative routes considered in terms of their long-term value and potential impact on adjacent communities; explore the promise of various station locations in terms

of social, economic and environmental outcomes; and provide a depth of study, and clear communication of ideas, to encourage community input and support.

2. **An urban design team** that would consist of Senior Research Fellows and Metropolitan Design Center staff focused on: identification and assessment of relevant precedent projects from around the world; engagement of community members and civic leaders to address their concerns as they evaluate alternatives; and ongoing participation with the rest of the project team providing additional urban design and community engagement expertise.
3. **An on-going visualization and communication effort** that would involve the use of university-based technology to convey what various alternatives would look like including: city/neighborhood context (maps and diagrams), pedestrian/ground level experience (3-D visualization tools described above), physical scale models (hands-on, interactive). These tools would be available throughout the planning process to help your design and engineering team make informed decisions as the project proceeds.
4. **A three-tiered study approach** that would focus on overall corridor scale thinking, while at the same time, evaluate opportunities from a district (systems) perspective, and provide a closer look at potential station locations. Some of these areas/issues will require additional outreach/community participation, or further in-depth study as defined or requested by the RCRRA (examples – the river crossing and West 7th Street Business Owners).

We propose that this work will begin in January 2016 and run one year, to January 2017, at which point the MDC and RCRRA would assess future needs. During this year-long process, we will help facilitate regular meetings with the RCRRA and your design and engineering team, as well as with community groups and other stakeholders, as needed and requested by the RCRRA. We will coordinate all work with the RCRRA and your design and engineering team, including invitations to studio reviews and download of related research findings.

WORK PLAN

We propose to organize our efforts through four distinct, but oftentimes concurrent, work phases under these headings:

- Phase One – **CONVENE** Participants
- Phase Two – **EXPLORE** Alternatives
- Phase Three – **REFINE** Conclusions
- Phase Four – **REPORT** Recommendations

The following outline includes a brief purpose statement, task(s) description, number and types of meetings, and proposed deliverables for each Phase.

Phase One – Convene Participants

Purpose: To ensure that we align our work with the on-going work on both corridors, to gather the necessary information and input from diverse stakeholders, and to model various scenarios in preparation for Phase Two.

Task 1A – Kickoff Meeting (introductions, work plan, schedule, project goals, etc.)

Task 1B – Data Collection (past/current studies, technical reports, feedback, etc.)

Task 1C – Review RCRRA 'Communication Plan (media, digital, announcements, etc.)

Task 1D – Base Mapping (create base drawing at multiple scales; both corridors)

Task 1E – Analysis Overlays (movement, water, land use, culture/character, etc.)

Task 1F – Topic Roundtables / Frame-Up Stakeholder Issues

Task 1G – Preliminary 3D Modeling Scenarios (confirm study area, model type, etc.)

Meetings: Twice monthly meetings or as needed with project team, twice-monthly meetings with stakeholders

Timeframe: Two months

Deliverables: Presentation of summary findings and preliminary urban design scenarios

Phase One Personnel Budget:

Thomas Fisher, Principal Investigator:	\$ 2,026
Bruce Jacobson, Project Lead:	\$11,066
Bob Close, Senior Research Fellow:	\$ 6,279
John Carmody, Senior Research Fellow:	\$ 2,784
Project Staff :	\$ 5,375
	\$27,529

Phase Two – Explore Alternatives

Purpose: To explore various alternatives based on Phase One investigations, with identification of station areas and urban design opportunities along the preferred routes, with visualization and modeling to allow for stakeholder input.

Task 2A – First Impression Sketch Studies for Each Corridor (initial reaction to Phase One)

Task 2B – Evaluate Benefits and Barriers (assess various sites and design options)

Task 2C – Select and Define Viable Scenarios (focus on refined options for further study)

Task 2D – Layered Examination of District Systems, Health, Equity, other Opportunities

Task 2E – Research Precedent Project Examples (local, national, international best models)

Task 2F – Refine 3D Modeling to Illustrate Viable Scenarios (stakeholder involvement)

Task 2G – Facilitate Topic Roundtables / Focus on Stakeholder Issues

Meetings: Twice Monthly meetings or as needed with project team, twice-monthly meetings with stakeholders

Timeframe: Five months

Deliverables: Presentation of schematic urban design plans for selected station areas

Phase Two Personnel Budget:

Thomas Fisher, Principal Investigator:	\$ 4,859
Bruce Jacobson, Project Lead:	\$29,702
Bob Close, Senior Research Fellow:	\$16,823

John Carmody, Senior Research Fellow: \$ 7,404
Project Staff: \$14,314

\$73,102

Phase Three - Refine Conclusions

Purpose: To identify potential station-area plans and to assess schematic design options for design development and to visualize and model the preferred schemes for presentation to various stakeholders.

Task 3A - Final Pros/Cons Evaluation of Concept Scenarios

Task 3B - Synthesize Concepts into Preferred Direction (for each corridor)

Task 3C - Illustrate Key Components (layers) of Preferred Concepts

Task 3D - Outline Strategies/Actions with a Focus on Implementation Steps

Task 3E - Refine 3D Modeling for Preferred Concepts

Task 3F - Facilitate Topic Roundtables/Gather Final Stakeholder Input

Task 3G - Revise/Clarify Conclusions Based on Stakeholder Input

Meetings: Twice monthly meetings or as needed with project team, twice-monthly meetings with stakeholders

Timeframe: Three months

Deliverables: Presentation of design development plans and implementation steps

Phase Three Personnel Budget:

Thomas Fisher, Principal Investigator: \$ 3,008
Bruce Jacobson, Project Lead: \$18,540
Bob Close, Senior Research Fellow: \$10,484
John Carmody, Senior Research Fellow: \$ 4,620
Project Staff : \$ 8,939
\$45,591

Phase Four - Report Recommendations

Purpose: To communicate the conclusions of the previous three phases in multiple media - model, computer visualization, and a printed report that makes recommendations for further development and decision-making

Task 4A - Gather and integrate the documentation of previous phases (for each corridor)

Task 4B - Document the process and conclusions of the stakeholder meetings

Task 4C - Prepare drawings that summarize the preferred options along both lines

Task 4D - Prepare physical and virtual models based on the preferred options

Task 4E - Prepare a written report that summarizes the work and recommendations

Task 4F - Distribute draft documentation and make final changes based on input

Meetings: Twice monthly meetings or as needed with project team, twice-monthly meetings with stakeholders

Timeframe: Two months

Deliverables: A presentation-quality visual and written report and physical/digital model

Phase Four Personnel Budget:

Thomas Fisher, Principal Investigator: \$ 2,314

Bruce Jacobson, Project Lead:	\$15,045
Bob Close, Senior Staff:	\$ 8,411
John Carmody, Senior Staff:	\$ 3,791
Project Staff:	\$ 7,215
	\$36,777

FULL BUDGET SUMMARY

To accomplish the approach and work plan described above, the proposed budget is based on one-year project duration, and is broken out in four primary categories as follows:

1 - Staff

(Proposed hours per task/per individual is provided on the attached worksheet)

Tom Fisher - MDC Director (Principal Investigator)	\$12,208
Bruce Jacobson - Senior Research Fellow (Project Lead)	\$74,353
Bob Close - Senior Research Fellow (Peer Review/Workshops)	\$41,997
John Carmody - Senior Research Fellow (Peer Review/Workshops)	\$18,600
Research Fellow (Production Staff)	\$35,843

2 - Technology/Modeling

Virtual reality/touch-screen technology	\$ 7,000
3-D Digital Computer Model	\$15,000
Study and finished quality physical models	\$28,500
Presentation Materials	\$ 1,250
Travel mileage	\$ 250

3 - Student Participation (See attachment 3)

1 year College of Design studio assignment; and/or potential Capstone Projects, Special Research/Study Projects (further detailed study carried forward by individual student work) - includes Research Assistant/Team Teaching Approach	\$25,000
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Proposed Total Direct Costs	\$260,000
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4 - Overhead

10% of project cost for accounting/HR/legal support	\$26,000
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Proposed Total Project Costs	\$286,000
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ANTICIPATED LEVEL OF EFFORT

The combination of Senior Research Fellow, MDC Staff and Student participation (total hours/project costs) will be equally divided between research work and visualization/communication tools and techniques - representing a 50/50 split, both in terms of level of effort and project deliverables.

MEETING YOUR PROJECT SCHEDULE

Based on your anticipated schedule for release of the locally preferred alternative for the Rush Line corridor (potentially late Spring 2016) and the Riverview corridor (potentially Summer 2016), we will work with the RCRRA to clearly define a project timeline that meets these important milestones. We further understand this will require, and we are prepared to deliver, a more intense front-loaded work plan with greater focus on support and deliverables from project start-up through Spring 2016, with ongoing work tasks through the end of the year (2016).

Attachment 1: Hours by Phase

Phase One Task Hours – Convene Participants

Represents 15% of total effort

	PI Fisher	Lead Jacobson	Fellow Close	Fellow Carmody	Fellows Staff
1A – Kickoff Meeting (introductions, work plan, schedule, project goals, etc.)	2	4	2	2	4
1B – Data Collection (past/current studies, technical reports, feedback, etc.)		20	24	12	24
1C – Review RCRRA ‘Communication Plan (media, digital, announcements, etc.)	1	8	6	2	4
1D – Base Mapping (create base drawing at multiple scales; both corridors)		8	6	2	32
1E – Analysis Overlays (movement, water, land use, culture/character, etc.)	1	24	24	12	40
1F – Topic Roundtables / Frame-Up Stakeholder Issues	6	20	20	8	16
1G – Preliminary 3D Modeling Scenarios (confirm study area, model type, etc.)	2	6	4		40
Weekly meetings with project team, twice-monthly meetings with stakeholders	4	24	20	9	24
	16	114	106	47	184

Phase Two Task Hours – Explore Alternatives

Represents 40% of total effort

	PI Fisher	Lead Jacobson	Fellow Close	Fellow Carmody	Fellows Staff
2A – First Impression Sketch Studies for Each Corridor (initial reaction to Phase One)	4	24	32	12	40
2B – Evaluate Benefits and Barriers (assess various sites and design options)	4	24	24	8	24
2C – Select and Define Viable Scenarios (focus on refined options for further study)	4	90	80	24	120
2D – Layered Examination of District Systems, Health, Equity, other Opportunities	4	40	36	30	40
2E – Research Precedent Project Examples (local, national, international best models)	4	24	24	17	80
2F – Refine 3D Modeling to Illustrate Viable Scenarios (stakeholder involvement)	6	24	20		106
2G – Facilitate Topic Roundtables / Focus on Stakeholder Issues	6	40	32	24	40
Weekly meetings with project team, twice-monthly meetings with stakeholders	10	40	36	10	40
	42	306	284	125	490

Phase Three Task Hours – Refine Conclusions

Represents 25% of total effort

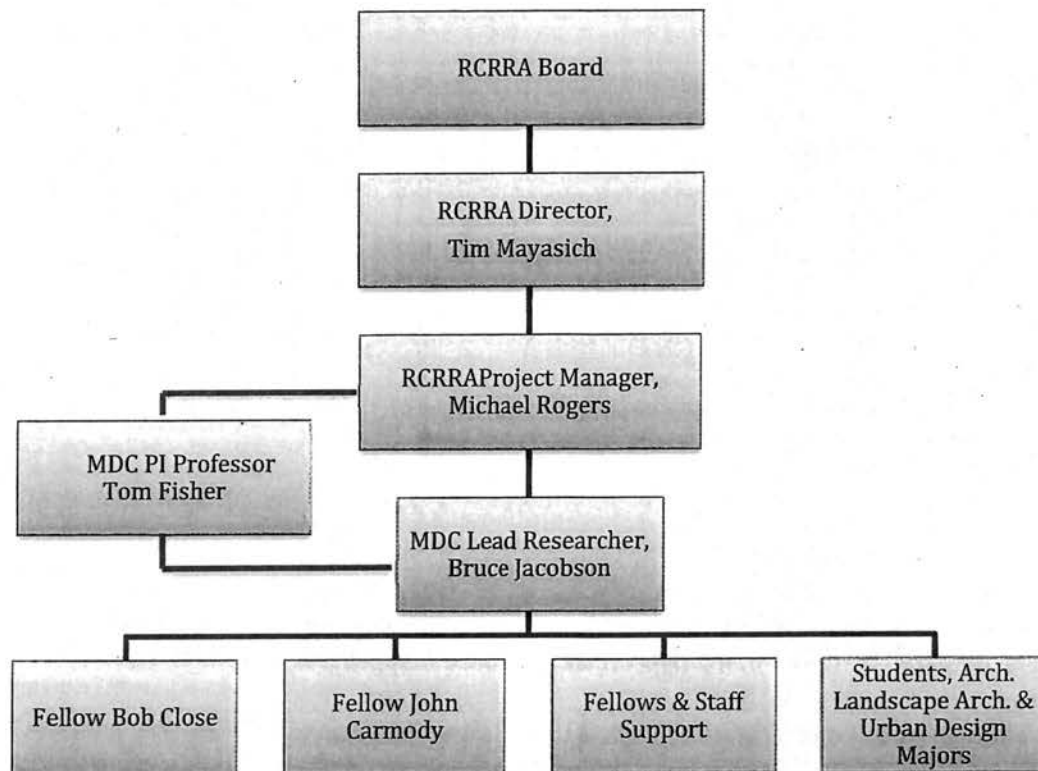
	PI Fisher	Lead Jacobson	Fellow Close	Fellow Carmody	Fellows Staff
3A – Final Pros/Cons Evaluation of Concept Scenarios	4	16	16	8	16
3B – Synthesize Concepts into Preferred Direction (for each corridor)	4	31	31	16	80
3C – Illustrate Key Components (layers) of Preferred Concepts		24	24	8	80
3D – Outline Strategies/Actions with a Focus on Implementation Steps	4	24	24	16	16
3E – Refine 3D Modeling for Preferred Concepts	4	16	14		50
3F – Facilitate Topic Roundtables/Gather Final Stakeholder Input	4	24	20	12	24
3G – Revise/Clarify Conclusions Based on Stakeholder Input		16	12	8	16
Weekly meetings with project team, twice-monthly meetings with stakeholders	6	40	36	10	24
	26	191	177	78	306

Phase Four Task Hours – Report Represents

20% of total effort

	PI Fisher	Lead Jacobson	Fellow Close	Fellow Carmody	Fellows Staff
4A – Gather and integrate the documentation of previous phases (for each corridor)		8	4		16
4B – Document the process and conclusions of the stakeholder meetings	2	12	4	2	8
4C – Prepare drawings that summarize the preferred options along both lines	2	16	8	4	51
4D – Prepare physical and virtual models based on the preferred options	2	8	4	2	120
4E – Prepare a written report that summarizes the work and recommendations	8	80	90	40	24
4F – Distribute draft documentation and make final changes based on input	2	16	8	4	16
Weekly meetings with project team, twice-monthly meetings with stakeholders	4	25	22	12	12
	20	155	142	64	247

Attachment 2: Project Organizational Chart
RCRRA Riverview and Rush Line Corridors Transit Way Planning Process



Attachment 3: Additional Information
RCRRA Riverview and Rush Corridors Transit way Planning Process

HOURLY RATES RESEARCHERS

MDC Researcher Univ. off MN Hourly Rates

Hourly Salary	Benefits Rate	Benefits Amount	Total	Researcher
86.54	33.70%	29.16	\$115.70	Fisher
72.60	33.70%	24.47	\$97.07	Jacobson
44.30	33.70%	14.93	\$59.23	Close
44.30	33.70%	14.93	\$59.23	Carmody
21.95	33.70%	7.40	\$29.34	Research Fellow
20.19	27.40%	5.53	\$25.73	CS Research Staff

STUDENT PARTICIPATION

A senior-level urban design studio in the School of Architecture will parallel the work of the project staff in Spring 2016, with approximately 16 students, under the leadership of professor Andrea Johnson, involved in the data collection, base mapping, and modeling in Phase 1 during February, 2016, and in the sketch studies, scenario definition, precedent research, alternative explorations, and 3D modeling in Phase 2, from March through early May. We plan to have a similar studio in the Fall 2016 semester helping with the refinement and modeling in Phase 3. Their work does not fit the format of hourly assignments to staff, so we did not include their work in the task matrix, but the work of 16 students at 15 hours a week for 12 weeks = 2,880 hours, times two semesters = 5,760 hours of work on this project that is paid for through student tuition. In addition, we plan to pay a teaching assistant in each of the studios to coordinate the work of the studio with the project team and to ensure that the student work is useful as part of the project work. Teaching assistants are paid to work 10 hours per week for 15 weeks times 2 semesters = 300 hours of their time. We also will fund time for members of the project team to help in the instruction of the students, with some money set aside to cover the costs of class materials and field trips to various locations along both corridors.

Student/Course Participation

2 semester 25% TA	15,613
Course instructors	5,387
2 semesters class materials & field trips to sites	4,000
Student Personnel & Expenses	25,000

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-56

Committee: Regional Railroad Authority

Meeting Date: 12/22/2015

SUBJECT

Agreement with Lockridge Grindal Nauen PLLP for Federal Intergovernmental Relations Consulting Assistance

REQUESTED ACTION

1. Approve the selection of Lockridge Grindal Nauen PLLP, 100 South Washington Avenue, Suite 200, Minneapolis MN 55402, for federal intergovernmental relations consulting assistance.
2. Authorize the Chair to execute the agreement with Lockridge Grindal Nauen for federal intergovernmental relations consulting assistance, for the period of January 1, 2016 through December 31, 2017, in a not to exceed amount of \$80,000 for Ramsey County Regional Railroad Authority and a not to exceed amount of \$80,800 for Ramsey County Government Relations.
3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement for the period of January 1, 2018 through December 31, 2020 with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

Through Resolution R2015-18 on September 22, 2015, the Ramsey County Regional Railroad Authority (RCRRA) approved a Request for Proposals (RFP) for federal intergovernmental relations consulting assistance. RCRRA and Ramsey County Government Relations (RCGR) each require the services of federal intergovernmental relations consulting assistance.

The RCRRA has expressed a strong interest in identifying and seeking funding sources at the federal level for the advancement of regional transitways. Contracting for assistance by a qualified individual or firm specializing in federal governmental relations services will be helpful in assuring a positive outcome.

In addition, the qualified individual or firm having expertise in a wide array of Ramsey County issue areas including transportation, human services, public health, corrections, public safety and local taxation will facilitate coordination and efficient representation for the County.

To eliminate administrative duplication and provide enhanced flexibility, tracking and management outcomes, RCRRA and RCGR are coordinating contracting for federal intergovernmental consulting assistance through a cooperative purchasing approach:

Agreement with Lockridge Grindal Nauen PLLP for Federal Intergovernmental Relations Consulting Assis

- RCRRRA will have the ability to pay for and receive federal intergovernmental relations consulting assistance services related to specific transit/transportation issues of high importance;
- RCGR will have the ability to pay for and receive federal intergovernmental relations consulting assistance services for other county issues of high importance to the rest of the organization.

The Ramsey County Regional Railroad Authority (RCRRRA) has an existing contract for federal intergovernmental relations services that expires December 31, 2015. Additionally, Ramsey County has a countywide, broad-based issues contract for federal intergovernmental relations services that also expires December 31, 2015.

RCRRRA and RCGR received three proposals. The Proposal Evaluation Committee (PEC) was made up of representatives from RCRRRA and RCGR. Proposals were reviewed based upon the following criteria in the competitive solicitation:

- Contractor qualifications
- Key personnel qualifications
- Project understanding and approach
- Cost

The PEC interviewed two firms and chose not to interview the remaining firm due to lack of experience with federal delegation members. The PEC recommends that Lockridge Grindal Nauen be selected as the Federal Intergovernmental Relations Consulting Assistance firm for RCRRRA and RCGR.

BUDGETARY IMPACT

Funds are available in the Ramsey County Regional Railroad Authority and the Ramsey County Government Relations 2016 and 2017 operating budgets.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority approval is required to enter into new service agreements resulting from the Request for Proposals process.

PREVIOUS ACTION

On September 22, 2015, Resolution R2015-20, RCRRRA authorized staff to issue an RFP for Federal intergovernmental relations consulting assistance.

ATTACHMENTS

1. Draft Resolution
2. Competitive Solicitation Summary
3. Professional Services Agreement

Draft Resolution

WHEREAS, Contracting for assistance by a qualified individual or firm specializing in federal governmental relations services advances positive outcomes for Ramsey County Regional Railroad Authority and Ramsey County on high-priority initiatives that benefit the citizens of Ramsey County; and

WHEREAS, A qualified individual or firm with expertise in a wide array of Ramsey County issues including transportation, human services, public health, corrections, public safety and local taxation would facilitate coordination and efficient representation for the Regional Railroad Authority and the County; and

WHEREAS, The Ramsey County Regional Railroad Authority and Ramsey County are coordination contracting for federal intergovernmental consulting assistance through a cooperative purchasing approach to eliminate administrative duplication and provide enhanced flexibility, tracking and managing outcomes

WHEREAS, The Ramsey County Regional Railroad Authority authorized the issuance of a Request for Proposals for Federal Intergovernmental consulting assistance; and

WHEREAS, A Proposal Evaluation Committee, comprised of staff members from Ramsey County Regional Railroad Authority and Ramsey County Government Relations, was formed to review proposals from three firms based on the criteria identified in the Request for Proposals; and

WHEREAS, The Proposal Evaluation Committee recommends the selection of Lockridge Grindal Nauen PLLP to serve as the Federal intergovernmental consultant for Ramsey County Regional Railroad Authority and for Ramsey County Government Relations; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of Lockridge Grindal Nauen PLLP for federal intergovernmental relations consulting assistance; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement with Lockridge Grindal Nauen for federal intergovernmental relations consulting assistance, for the period of January 1, 2016 through December 31, 2017 in a not to exceed amount of \$80,000 for Ramsey County Regional Railroad Authority and a not to exceed amount of \$80,800 for Ramsey County Government Relations; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute amendments to renew the term of the agreement for the period of January 1, 2018 through December 31, 2020 with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office; 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.

COMPETITIVE SOLICITATION SUMMARY

TITLE	Programs: Request for Proposals for Federal Intergovernmental Relations Consulting Assistance Goal: Secure a federal lobbying firm to assist in federal funding & policy issues associated with the development of RCRRA transit corridors.
DATE SENT	9/23/2015
DATE DUE	10/15/2015
NUMBER SENT	205
RESPONSES Star (*) those Agencies invited for interviews	Lockridge Grindall Nauen* Faegre Baker Daniels* Boothe Transit LLC
REVIEW COMMITTEE Include title and agencies	Director, Ramsey County Regional Railroad Authority Coordinator of Intergovernmental Affairs, Ramsey County Senior Government Relations, Ramsey County
VENDORS RECOMMENDED	Lockridge Grindall Nauen
OTHER INFORMATION	Review Committee Rating from Criteria in RFP – Contractor Qualifications Key Personnel Qualifications Project Understanding and Approach Cost



Professional Services Agreement

This is an Agreement between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, 214 Fourth Street East, Suite 200, St. Paul, MN 55101 ("RCRRA") and Lockridge, Grindal, Nauen P.L.L.P., 100 Washington Avenue South, Suite 2200, Minneapolis, MN 55401-2179, a Minnesota limited liability partnership ("Contractor").

1. Term

The term of this Agreement shall be from January 01, 2016 and shall continue for two (2) years and may be renewed up to three (3) additional one-year periods. Contract renewals shall be made by way of a written Amendment to the original Agreement and signed by authorized representatives.

2. Scope of Service

RCRRA agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

The Contractor shall work as governmental relations representative to promote RCRRA's federal policy and budgetary positions with the US Congress, executive branch and departments, as further specified in Section 2.1 A below (the "RCRRA Services"). The Contractor will work directly with the chair and members of the Board of RCRRA Commissioners, the Director of the RCRRA, and their designees on general legislation and specific projects. The Contractor will report directly to the Director of RCRRA, who will administer this Agreement. Through the use of cooperative purchasing, Ramsey County ("Ramsey County" or "County") will also purchase services from the Contractor as determined by the County through a purchase order directly with Contractor to work with the Ramsey County Government Relations staff ("RCGR") on Ramsey County matters as provided in Section 2.1.B below ("RCGR Services"). The RCGR Services will be provided in accordance with the rates and terms and conditions set forth in this Agreement. Ramsey County is not a party to this Agreement, but may receive the benefits of this Agreement by purchasing RCGR Services and shall assume the liability for the purchase of RCGR Services. The ordering of and the payment for the RCGR Services shall be the sole responsibility of Ramsey County and in no manner shall be the obligation, liability or responsibility of RCRRA, and with respect to the RCGR Services RCGR shall have all the rights as RCRRA has under this Agreement, whether exercised through RCRRA, or by RCRRA on behalf of RCGR or as otherwise agreed by RCRRA and RCGR.

A. RCRRA Work

The Contractor will provide written communication monthly or as needed to the RCRRA on federal transportation legislative issues, and will provide the services as described below on behalf of RCRRA to formulate and complete specific tasks by developing project approaches, schedules, and deliverables to be associated with this Agreement.

- o Identify federal transportation legislative issues, related to transit, including light rail commuter rail, high speed rail and buses, that should come to the attention of the RCRRA such as but not limited to:
 - o Identify favorable and unfavorable Federal legislative proposals and work with the Minnesota Delegation to enact proposals in accordance with RCRRA positions
 - o Identify demonstration grants of interest to RCRRA.
 - o Apprise RCRRA of any federal agency rules/developments that may affect the RCRRA.
 - o Work with the National Association of Counties, Counties Transit Improvement Board (CTIB), and other state and local associations on joint lobbying efforts to keep the RCRRA apprised as to what others are doing.
 - o Coordinate federal delegation visits when requested.

- o Be available for consultation with RCRRRA, Director and Intergovernmental staff.
- o Attend and provide assistance and consultation to RCRRRA attendees during the legislative conferences and meetings.
- o Provide consultation on public relations, strategy and analysis.
- o Make oral presentations to the RCRRRA when requested.
- o Work with the Director to prepare written reports to RCRRRA.
- o Provide an outcome-driven evaluation that assesses the success of the legislative program and specific issues.
- o Work with RCRRRA to identify, develop and promote program proposals for which federal funding can be sought and secured.
- o Coordinate meetings with federal permitting agencies such as U.S. Fish and Wildlife, Army Corps of Engineers, U.S. Department of Transportation, U.S. Coast Guard, and Federal Emergency Management Administration.

B. RCGR Work

The Contractor will provide written communication monthly or as needed to the RCGR staff on local government, human services, public health, corrections, public safety, local emergency response and other applicable issues to Ramsey County. The Contractor will provide the following services to Ramsey County on behalf of the RCGR staff, to be ordered by the RCGR staff (the RCGR Services).

The services are as follows:

- o Monitor Congressional bill introductions, committee hearing schedules, committee and leader emails as to the intent, discussion, advancement or other indication of activity involving issues of significance to RCGR, the County Board and department heads.
- o Provide regular updates, both in writing and orally, to RCGR and identified County department staff regarding federal legislative, executive and departmental activities that may impact Ramsey County.
- o Consult with RCGR regarding legislative strategy, public relations and budgetary analysis when appropriate as they relate to the issues of significance to the County.
- o Work with RCGR to identify, develop and promote program proposals for which federal funding may be sought and secured.
- o Identified County wide work, to RCGR on local government, human services, public health, corrections, public safety, local emergency response and other applicable issues to Ramsey County.
- o Communicate the concerns and positions of the County to the members of the Minnesota Congressional Delegation and, as appropriate for promoting the County interests, with the Congressional leaders, executive branch and state department representatives and affiliates.
- o Coordinate Congressional and state department visits as requested.
- o Work with other local, state, national and special interest entities that share similar interests to Ramsey County or that have adopted similar platform positions (i.e., the National Association of Counties and the Association of Minnesota County).
- o Other activities agreed to by the Contractor and RCGR staff to promote the County mission and goals and to achieve the best outcomes for the County and its residents, property tax payers, service recipients and businesses.

C. The Contractor shall supply all labor, materials and other incidentals necessary to perform the services.

D. Staff

The Contractor must have adequate employees and resources to hand the demands of multiple requested within designated timelines as requested by the RCRRRA and as requested by RCGR.

A primary and backup staff member is to be designated to RCRRRA and to RCGR to provide the requested services. If at any time during the contract, one of the designated staff leave the firm, RCRRRA will be notified immediately and allowed an opportunity to interview the replacement.

E. Additional Services

Throughout the duration of this Agreement, RCRRA and RCGR may request additional related services.

2.2.

Services shall be provided at Washington D.C. If services are provided at any other locations, it shall be deemed an alteration of this Agreement that must be reduced to writing.

2.3.

The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the services. The Contractor shall within ten (10) days notify RCRRA and RCGR in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement.

2.4.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.5.

The Contractor agrees to furnish RCRRA with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by RCRRA, upon request.

3. Schedule

The Contractor shall provide services continuously throughout the term of this Agreement as further described in Section 2 above. RCRRA and Contractor will consult with each other as to additional scheduling and timing for the activities to further RCRRA's purposes as described in Section 2.

4. Cost

4.1.

The RCRRA shall pay the Contractor a maximum not to exceed fee of \$80,000 for the two year term in the amount of \$40,000 each year, and the maximum not to exceed fee for each of the one year renewal periods shall be \$40,000 paid in the same manner as in Section 4.1.1 below. In the event RCGR orders the RCGR Services, the maximum not to exceed fee shall be \$80,800 for the two year term and shall be in the amount of \$38,300 in the first year and \$42,500 in the second year, and the maximum not to exceed fee for each of the one year renewal periods shall be \$42,500. Payment by RCGR shall be subject to the terms and conditions of this Agreement.

4.1.1.

RCRRA shall pay the Contractor the fee in equal monthly payments of \$3,333.33, which shall only be paid in accordance with Section 6 below. The fee shall only be earned and paid as services are performed and subject to Section 6.19.3 below.

5. RCRRA Roles and Responsibilities

No additional terms and conditions.

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

Invoices shall show applicable Minnesota sales tax of 6.875% separately.

6.1.2.

No payment will be made until the invoice has been approved by RCRRA.

6.1.3.

Payment shall be based on a negotiated payment schedule.

6.2. Application for Payments

6.2.1.

The Contractor may not submit invoices more than once a month.

6.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

6.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

6.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by RCRRA or Ramsey County.

6.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

6.2.6.

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

6.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of RCRRA or the County.

6.4. Successors, Subcontracting and Assignment

6.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to RCRRA in respect to all covenants, contracts and obligations contained in this Agreement.

6.4.2.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of RCRRA and subject to such conditions and provisions as RCRRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

6.5. Compliance With Legal Requirements

6.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of this Agreement.

6.5.2.

Unless otherwise provided in this Agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

6.6. Data Practices

6.6.1.

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

6.6.2.

The Contractor designates Dennis McGrann as its Responsible Authority, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as the individual responsible for the collection, maintenance, use, and dissemination of any set of data on individuals, government data, or summary data pursuant to this Agreement.

6.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRA or County data is contained or which are used to access RCRRA or County data in the course of providing services under this Agreement. Access to RCRRA or County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services are provided, at the end of the Project all RCRRA and County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give RCRRA and the County written verification that the data has been purged.

6.7. Security

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

Contractors shall report to RCRRA any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to RCRRA not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as RCRRA may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

RCRRA retains the right to inspect and review the Contractor's operations for potential risks to RCRRA or County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

All RCRRA and all County data and intellectual property stored in the Contractor's system is the exclusive property of RCRRA and the County respectively.

6.8. HIPAA Compliance

6.8.1.

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. The Contractor also agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the Secretary of Health and Human Services.

6.9. Indemnification

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

6.10. Contractor's Insurance

6.10.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

6.10.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to RCRRRA evidencing such coverage to RCRRRA throughout the term of this Agreement.

6.10.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

6.10.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

6.10.3.2.

RCRRRA and Ramsey County, their officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

6.10.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

6.10.4.1.

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

6.10.4.2.

If the Contractor is providing services to clients, customers, patients, and inmates, and not directly to RCRRRA or the County, then RCRRRA and the County, their officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of RCRRRA and the County.

6.10.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

6.10.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

6.10.7.

If the Contractor is driving on behalf of RCRRA or the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

6.10.8.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to RCRRA upon written request.

6.10.9.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

6.10.10.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to RCRRA.

6.10.11.

All Certificates of Insurance shall provide that the insurer give RCRRA prior written notice of cancellation or non-renewal of the policy as required by the provisions of Minn. Stat. Ch. 60A, as applicable.

6.10.12.

Nothing in the Agreement shall constitute a waiver by RCRRA or the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

6.10.13.

A Crime and Fidelity Bond is required if the Contractor is handling money for RCRRA or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

6.11. Audit

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

6.12. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

RCRRA:

Tim Mayasich, 214 Fourth Street East, Suite 200, St. Paul, MN 55101

Contractor:

Dennis McGrann, 415 Second Street NE, Suite 210, Washington, D.C. 20002-4900

6.13. Non-Conforming Services

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

6.14. Setoff

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

6.15. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RCRRA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

6.16. Respectful Workplace and Violence Prevention

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

6.17. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

6.18. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of RCRRA Commissioners. RCRRA may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of RCRRA Commissioners. Upon receipt of RCRRA's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this

Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to RCRRRA.

6.19. Termination

6.19.1.

RCRRRA may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify RCRRRA upon the commencement of such proceedings or other action.

6.19.2.

If the Contractor violates any material terms or conditions of this Agreement RCRRRA may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

6.19.3.

RCRRRA may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

6.20. Interpretation of Agreement; Venue

6.20.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

6.20.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

6.21. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

6.22. Alteration

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

7. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through JobConnect@co.ramsey.mn.us or call 651-779-5652.

8. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between RCRRA and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-57

Committee: Regional Railroad Authority

Meeting Date: 12/22/2015

SUBJECT

Agreement with Larkin Hoffman Daly & Lindgren LTD for State Intergovernmental Relations Consulting Assistance

REQUESTED ACTION

1. Approve the selection of Larkin Hoffman Daly & Lindgren LTD, 8300 Norman Center Drive, Suite 1000, Minneapolis, MN 55437-1060 for state intergovernmental relations consulting assistance.
2. Authorize the Chair to execute the agreement with Larkin Hoffman Daly & Lindgren LTD for state intergovernmental relations consulting assistance, for the period of January 1, 2016 through December 31, 2017, in the amount of \$96,000.
3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement for the period of January 1, 2018 through December 31, 2020 with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

Through Resolution R2015-19 on September 22, 2015, the Ramsey County Regional Railroad Authority (RCRRA) approved a Request for Proposals (RFP) for state intergovernmental relations consulting assistance. RCRRA requires the services of state intergovernmental relations consulting assistance.

The Ramsey County Regional Railroad Authority (RCRRA) has an existing contract for state intergovernmental relations services that expires December 31, 2015. The RCRRA has expressed a strong interest in identifying and seeking funding sources at the state level for the advancement of regional transitways. A qualified individual or firm specializing in state intergovernmental relations services will be helpful in assuring a positive outcome.

RCRRA received five proposals. The Proposal Evaluation Committee (PEC) was made up of representatives from RCRRA, Ramsey County Manager's Office and a Washington County Lobbyist. Proposals were reviewed based upon the following criteria in the competitive solicitation:

- Contractor qualifications
- Key personnel qualifications
- Project understanding and approach
- Cost

Agreement with Larkin Hoffman Daly & Lindgren LTD for State Intergovernmental Relations Consulting

The PEC interviewed five firms and determined that the proposal from Larkin Hoffman Daly & Lindgren LTD provided the best-value in terms of experience of the firm, persons assigned, ability to meet the time line, project requirements, and cost. The PEC recommends that Larkin Hoffman Daly & Lindgren LTD be selected as the State Intergovernmental Relations Consulting Assistance firm for RCRRA. The PEC also recommends entering into a contract with Larkin Hoffman Daly & Lindgren LTD for an annual retainer not to exceed \$96,000 for a period of two years and a renewal option for three additional one-year periods. The contract will commence January 1, 2016.

BUDGETARY IMPACT

Funds are available in the Ramsey County Regional Railroad Authority 2016 and 2017 operating budgets.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority approval is required to enter into new service agreements resulting from the Request for Proposals process.

PREVIOUS ACTION

On September 22, 2015, Resolution R2015-19, RCRRA authorized staff to issue an RFP for state intergovernmental relations consulting assistance.

ATTACHMENTS

1. Draft Resolution
2. Competitive Solicitation Summary
3. Professional Services Agreement

Draft Resolution

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

WHEREAS, The Ramsey County Regional Railroad Authority has several important transportation-related initiatives at the state level; and

WHEREAS, The Ramsey County Regional Railroad Authority has a strong interest in having state funded assistance in planning and implementation of transit corridors; and

WHEREAS, The Ramsey County Regional Railroad Authority authorized the issuance of a Request for Proposals for state intergovernmental consulting assistance; and

WHEREAS, A Proposal Evaluation Committee (PEC), comprised of staff members from Ramsey County Regional Railroad Authority, Ramsey County, and Washington County, was formed to review proposals from five firms; and

WHEREAS, The PEC interviewed five consultant firms; and

WHEREAS, The PEC recommends the selection of Larkin Hoffman to serve as the state intergovernmental consultant to the RCRRA; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of Larkin Hoffman Daly & Lindgren LTD, 8300 Norman Center Drive, Suite 1000, Minneapolis, MN 55437-1060 for state intergovernmental relations consulting assistance; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement with Larkin Hoffman Daly & Lindgren LTD for state intergovernmental relations consulting assistance, for the period of January 1, 2016 through December 31, 2017 in the amount of \$96,000; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute amendments to renew the term of the agreement for the period of January 1, 2018 through December 31, 2020 with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office; 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.

COMPETITIVE SOLICITATION SUMMARY

TITLE	Programs: Request for Proposals for State Intergovernmental Relations Consulting Assistance Goal: Secure a state lobbying firm to assist in state funding & policy issues associated with the development of RCRRA transit corridors.
DATE SENT	9/23/2015
DATE DUE	10/15/2015
NUMBER SENT	185
RESPONSES Star (*) those Agencies invited for interviews	Faegre Baker Daniels* Fredriksen & Byron* Goff Public* Larkin Hoffman Daly & Lindgren* McGrann Shea Carnival Straughn & Lamb*
REVIEW COMMITTEE Include title and agencies	Director, Ramsey County Regional Railroad Authority Coordinator of Intergovernmental Affairs, Ramsey County Washington County Lobbyist
VENDORS RECOMMENDED	Larkin Hoffman Daly & Lindgren
OTHER INFORMATION	Review Committee Rating from Criteria in RFP Contractor Qualifications Key Personnel Qualifications Project Understanding and Approach Cost



Professional Services Agreement

This is an Agreement between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, 214 Fourth Street East, Suite 200, St. Paul, MN 55101 ("RCRRA") and Larkin Hoffman Daly & Lindgren LTD, 8300 Norman Center Drive, Suite 1000, Minneapolis, MN 55437-1060, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

The term of this Agreement shall be from January 01, 2016 and shall continue for two (2) years and may be renewed up to three (3) additional one-year periods. Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

2. Scope of Service

RCRRA agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

The Contractor shall

a. General

Work directly with the Chair and members of the RCRRA, the Director of the RCRRA or their designees on specific projects. The Contractor will provide written communication monthly or as needed to the RCRRA on state transportation legislative issues.

At the commencement of the term of the Agreement, and each year thereafter before the commencement of the legislative session, the Contractor and RCRRA will meet to review, identify and prioritize key legislative and executive issues relating to state transportation matters of concern and relevance to RCRRA (including as described below). The contractor will develop a detailed plan to address prioritized areas of legislative need, and with input from RCRRA will develop a communication plan for the legislative session.

The plan will identify key contacts and including the following:

A method for addressing immediate needs and concerns during the legislative session; bi-weekly updates outlining the legislative activity from the previous weeks; and regular conference calls to review in-depth the legislative activity and key next steps. The calls can occur as frequently as desired by RCRRA.

The following tasks shall be included in the development of project approaches, schedules, and identification of deliverables for the provision of the legislative representation and consultation on behalf of RCRRA,

- o Identify State transit legislative issues, including light rail, commuter rail, buses and high speed rail that should come to the attention of the RCRRA
- o Identify favorable and unfavorable State legislative proposals, and work with the legislators to enact proposals in accordance with RCRRA positions
- o Identify demonstration grants of interest to RCRRA
- o Apprise RCRRA of any state agency rules/developments that may affect the RCRRA
- o Work with the Association of Minnesota Counties, Counties Transit Improvement Board and other state and local associations to complete joint lobbying and keep the RCRRA apprised as to what others are doing
- o Be available for consultation with RCRRA, Director and staff
- o Attend and provide assistance and consultation to RCRRA attendees during the state legislative conferences and meetings
- o Provide consultations on public relations, strategy and analysis

- o Make oral presentations to the RCRRRA when requested
- o Work with the Director to prepare written reports to RCRRRA
- o Provide an outcome-driven evaluation that assesses the success of the legislative program and specific issues
- o Work with RCRRRA to identify, develop and promote program proposals for which state funding can be sought and secured
- o Work closely with other state and local agencies that the RCRRRA interacts with such as Minnesota Department of Transportation, Metropolitan Council, and Counties Transit Improvement Board

2.2.

Services shall be provided in St. Paul and as determined appropriate and convenient by the Contractor and RCRRRA.

2.3.

The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the services. The Contractor shall within ten (10) days notify RCRRRA in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement.

2.4.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.5.

The Contractor agrees to furnish RCRRRA with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by RCRRRA, upon request.

3. Schedule

The Contractor shall provide services continuously throughout the term of this Agreement as further described in Section 2 above. RCRRRA and Contractor will consult with each other as to the additional scheduling and time for the activities to further RCRRRA's purposes as described in Section 2.

4. Cost

4.1.

RCRRRA shall pay the Contractor a maximum not to exceed fee of \$ 96,000.00 for the two year term in the amount of \$48,000 each year. The maximum not to exceed fee for each of the one year renewal periods shall be \$48,000 paid in the same manner as in Section 4.1.1. below.

4.1.1.

RCRRRA shall pay the Contractor the fee in equal monthly payments of \$4,000, which shall only be paid in accordance with Section 5 below. The fee shall only be earned and paid as services are performed and subject to Section 5.18.3 below.

5. General Contract/Agreement Terms and Conditions

5.1. Payment

5.1.1.

Invoices shall show applicable Minnesota sales tax of 6.875% separately.

5.1.2.

No payment will be made until the invoice has been approved by RCRRA.

5.1.3.

Payment shall be based on a negotiated payment schedule.

5.2. Application for Payments

5.2.1.

The Contractor may not submit invoices more than once a month.

5.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

5.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

5.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by RCRRA.

5.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

5.2.6.

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

5.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of RCRRA.

5.4. Successors, Subcontracting and Assignment

5.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to RCRRA in respect to all covenants, contracts and obligations contained in this Agreement.

5.4.2.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of RCRRA and subject to such conditions and provisions as RCRRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

5.5. Compliance With Legal Requirements

5.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

5.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

5.6. Data Practices

5.6.1.

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

5.6.2.

The Contractor designates Gerald Seck as its Responsible Authority, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as the individual responsible for the collection, maintenance, use, and dissemination of any set of data on individuals, government data, or summary data pursuant to this Agreement.

5.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRA or Ramsey County data is contained or which are used to access RCRRA or County data in the course of providing services under this Agreement. Access to RCRRA and Ramsey County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services are provided, at the end of the Project all RCRRA and Ramsey County data will be purged from the Contractor's computers and storage devices used for this Agreement and the Contractor shall give RCRRA and Ramsey County written verification that the data has been purged.

5.7. Security

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

Contractors shall report to RCRRA and Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted

or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to RCRRA and Ramsey County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as RCRRA and Ramsey County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

RCRRA retains the right to inspect and review the Contractor's operations for potential risks to RCRRA and Ramsey County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

All RCRRA and Ramsey County data and intellectual property stored in the Contractor's system is the exclusive property of RCRRA and Ramsey County, respectively.

5.8. Indemnification

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

5.9. Contractor's Insurance

5.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

5.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to RCRRA contracting department evidencing such coverage to RCRRA throughout the term of this Agreement.

5.9.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

5.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

5.9.3.2.

RCRRA and Ramsey County, their officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

5.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

5.9.4.1.

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

5.9.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

5.9.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

5.9.7.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

5.9.8.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

5.9.9.

The Contactor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to RCRRA.

5.9.10.

All Certificates of Insurance shall provide that the insurer give RCRRA prior written notice of cancellation or non-renewal of the policy as required by the provisions of Minn. Stat. Ch. 60A, as applicable.

5.9.11.

Nothing in the Agreement shall constitute a waiver by RCRRA or Ramsey County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

5.10. Audit

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

5.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

RCRRA:

Timothy A. Mayasich
214 Fourth Street East, Suite 200
St. Paul, MN 55101

Contractor:

Gerald L. Seck
8300 Norman Center Drive, Suite 1000
Minneapolis, MN 55437

5.12. Non-Conforming Services

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

5.13. Setoff

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

5.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RCRRA. Full written disclosure shall

include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

5.15. Respectful Workplace and Violence Prevention

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

5.16. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

5.17. Unavailability of Funding - Termination

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

5.18. Termination

5.18.1.

RCRRRA may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify RCRRRA upon the commencement of such proceedings or other action.

5.18.2.

If the Contractor violates any material terms or conditions of this Agreement RCRRRA may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

5.18.3.

RCRRRA may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

5.19. Interpretation of Agreement; Venue

5.19.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

5.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

5.20. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

5.21. Alteration

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

6. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through JobConnect@co.ramsey.mn.us or call 651-779-5652.

7. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral with respect to the subject matter of this Agreement. No subsequent agreement between RCRRA and the Contractor to waive or alter any of the provisions of this Agreement shall be

valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.