



Ramsey County Regional Railroad Authority.
Records.

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The Ramsey County Regional Railroad Authority met in regular session at 10:45 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, Assistant County Attorney.

1. ROLL CALL

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

2. Agenda of August 8, 2017 is Presented for Approval**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			

3. Minutes from June 20, 2017 are Presented for Approval**VOTING**

Motion by: Victoria Reinhardt

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			

4. Presentation on East Metro Rail Yards Improvement Project

For information and discussion only.

5. **Set Public Hearing Date - Rush Line Corridor Locally Preferred Alternative (Resolution R2017-21)**

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			

WHEREAS, The Rush Line Corridor is an 80-mile travel corridor between St. Paul and Hinckley, Minnesota consisting of urban, suburban and rural communities; and

WHEREAS, A Pre-Project Development Study has been completed to analyze bus and rail alternatives in the 30-mile study area between St. Paul and Forest Lake, which has the greatest potential for significant transit improvements in the near term; and

WHEREAS, The purpose of the Rush Line Corridor Project is to provide transit service that satisfies the long-term regional mobility and accessibility needs for businesses and the traveling public and catalyzes sustainable development within the 30-mile study area; and

WHEREAS, The Pre-Project Development Study was a joint local and regional planning effort conducted by the Rush Line Corridor Task Force and led by the Ramsey County Regional Railroad Authority; and

WHEREAS After a thorough technical analysis of 55 potential route segments, seven transit modes and extensive public engagement through the Pre-Project Development Study, Alternative 1 has been identified as the Locally Preferred Alternative; and

WHEREAS, Alternative 1 best meets the project's purpose and need and would likely qualify for Federal Transit Administration New Starts funding; and

WHEREAS, The Locally Preferred Alternative includes the definition of the mode, conceptual alignment and general station locations which can be refined through further environmental and engineering efforts; and

WHEREAS, Alternative 1 is defined as Bus Rapid Transit within a dedicated guideway generally along Phalen Boulevard, Ramsey County Regional Railroad Authority right-of-way and Trunk Highway 61, extending approximately 14 miles, and connecting Union Depot in downtown St. Paul to the east side neighborhoods of St. Paul and the Cities of Maplewood, Vadnais Heights, Gem Lake and White Bear Lake and White Bear Township; and

WHEREAS, Alternative 1 would be co-located with the Bruce Vento Trail through the portion of the route that utilizes the Ramsey County Regional Railroad Authority right-of-way; and

WHEREAS, The next phase of the project will include environmental analysis under the Federal and State environmental review processes to avoid, minimize, and mitigate potential impacts while maximizing mobility, accessibility and surrounding economic development opportunities; and

WHEREAS, The public will continue to be engaged throughout the environmental review process and subsequent design, engineering and construction phases to ensure that the project is reflective of the needs of the diverse communities within the Rush Line Corridor; and

WHEREAS, A connector bus from White Bear Lake to Forest Lake and other bus service improvements will continue to be explored during the environmental analysis phase of the Project; and

WHEREAS, The planned Route 54 extension and exploration of other transit improvements within the study area by others including, but not limited to, improved bus service along 35E and to the northern portion of the Rush Line Corridor, the future conversion of Route 54 to Arterial BRT and the consideration of a potential Modern Streetcar along East 7th Street will create a more comprehensive transit system; and

WHEREAS, The comments submitted by agencies, adjacent communities, the business sector and the public during the Locally Preferred Alternative comment period and throughout the duration of the Pre-Project Development Study will be addressed accordingly in the environmental analysis phase of the Project; Now, Therefore Be It

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

WHEREAS, The process to adopt the Locally Preferred Alternative into the Transportation Policy Plan requires the Ramsey County Regional Railroad Authority as the project sponsor to hold a public hearing to collect comments on the proposed Locally Preferred Alternative and to pass a resolution of support for the Locally Preferred Alternative; and

WHEREAS, The Ramsey County Regional Railroad Authority must establish a date for the public hearing; NOW, THEREFORE BE IT

RESOLVED, The Ramsey County Regional Railroad Authority sets a date and time for the public hearing on the Rush Line Corridor Locally Preferred Alternative, for August 22, 2017 at 9:00 a.m. or as soon as possible thereafter, in the Council Chambers of the Ramsey County Court House, for the purpose of taking public comment.


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
August 8, 2017 – ROLL CALL

Call to Order: 10:45 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of August 8, 2017 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 June 20, 2017 are presented for approval

Moved: VR Seconded: MM

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

ADMINISTRATIVE ITEMS

4. Presentation on East Metro Rail Yards Improvement Project

No action required. For information and discussion only.

5. Set Public Hearing Date – Rush Line Corridor Locally Preferred Alternative

Moved:

VR

Seconded:

JM

YEA

NAY

ABSENT

Janice Rettman

✓

Toni Carter

✓

Blake Huffman

✓

Jim McDonough

✓

Mary Jo McGuire

✓

Victoria Reinhardt

✓

Rafael Ortega

✓

6. Corridor Updates

7. Adjournment

Meeting adjourned at 11:04 am.



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

AGENDA

Tuesday, August 08, 2017

Immediately following the Ramsey County Budget Committee of the Whole

Council Chambers – Third Floor Court House
15 W. Kellogg Blvd., St. Paul, MN 55102

1. ROLL CALL

2. R2017-46 Agenda of August 8, 2017 is Presented for Approval

Approve the agenda of August 8, 2017.

3. R2017-44 Minutes from June 20, 2017 are Presented for Approval

Approve the minutes from June 20, 2017.

PRESENTATION

4. R2017-45 Presentation on East Metro Rail Yards Improvement Project

None. For information and discussion only.

POLICY ITEM

5. R2017-47 Set Public Hearing Date - Rush Line Corridor Locally Preferred Alternative

Set a date and time for the Public Hearing regarding the selection of the Locally Preferred Alternative for the Rush Line Corridor for August 22, 2017 at 9:00 a.m. or as soon as possible thereafter, in the Council Chambers of the Ramsey County Court House, for the purpose of taking public comment.

6. Corridor Updates

7. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-46

Committee: Regional Railroad Authority

Meeting Date: 8/8/2017

SUBJECT: Agenda of August 8, 2017 is Presented for Approval

REQUESTED ACTION

Approve the agenda of August 8, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-44

Committee: Regional Railroad Authority

Meeting Date: 8/8/2017

SUBJECT: Minutes from June 20, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from June 20, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-45

Committee: Regional Railroad Authority

Meeting Date: 8/8/2017

SUBJECT: Presentation on East Metro Rail Yards Improvement Project

REQUESTED ACTION

None. For information and discussion only.

EXECUTIVE SUMMARY

Andy Gitzlaff, Senior Transportation Planner for the Ramsey County Regional Railroad Authority, will present to the Ramsey County Regional Railroad Authority, an update on the East Metro Rail Yards Improvement Project.

The East Metro Rail Yards Improvement Project is located in Saint Paul, just south and east of Union Depot. The study area extends from Union Depot southeast to approximately I-494. This area includes freight track and rail yards owned by BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad. The project is being led by the Ramsey County Regional Railroad Authority in partnership with the Minnesota Department of Transportation and stakeholder railroads. Upgrades are needed to improve the movement of existing trains, and make way for future freight growth and passenger rail connections to Union Depot. These improvements will be a benefit to the regional economy, and will help keep freight on the rail instead of putting more trucks on our roadways.

The East Metro Rail Yards Improvement Project will confirm and refine improvements identified in the 2012 East Metro Rail Capacity Study. Project elements include an environmental analysis and conceptual engineering. This phase of the project will be complete in 2018.

FISCAL IMPACT

None.

COUNTY MANAGER COMMENTS

None.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Presentation
2. Handout



EAST METRO RAIL

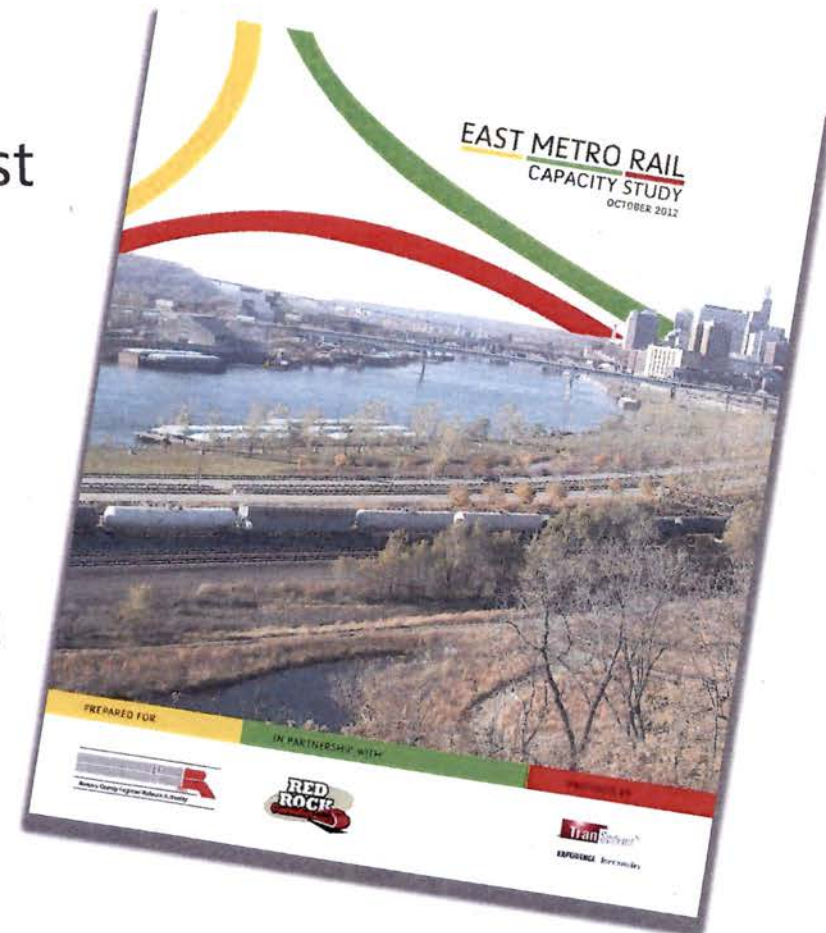
YARDS IMPROVEMENT PROJECT

Ramsey County Regional Railroad Authority

August 8, 2017

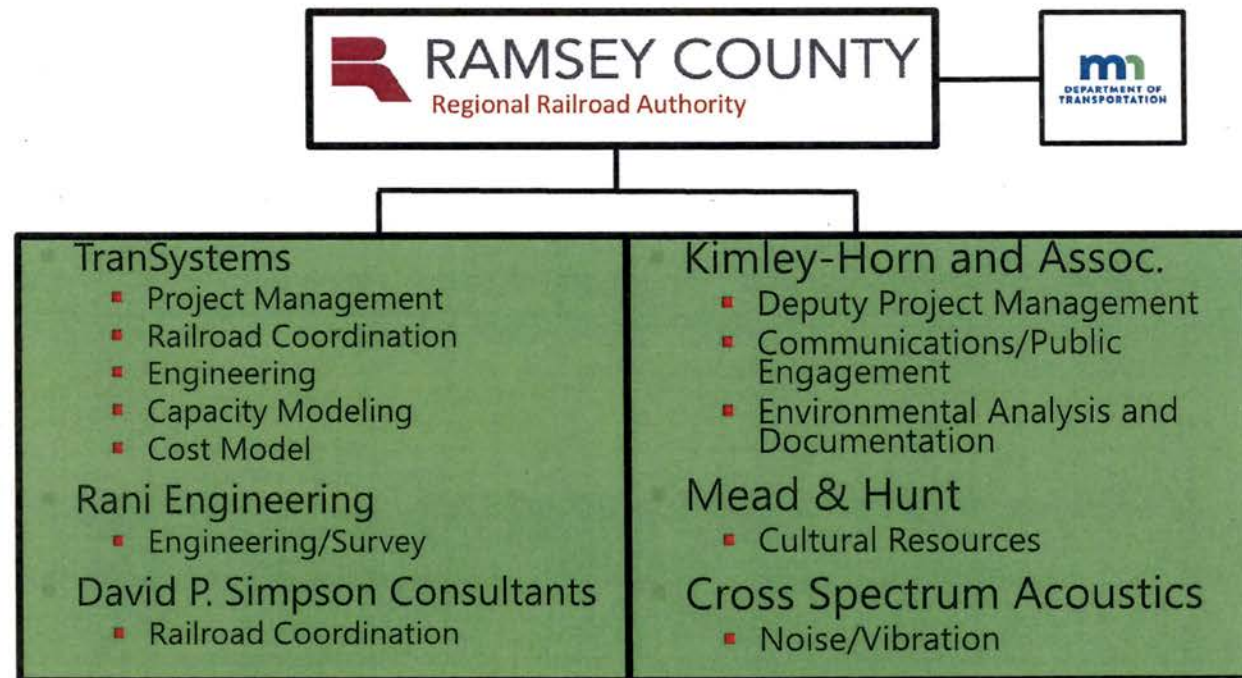
Project Description

- Confirmation that improvements identified in East Metro Rail Study still address capacity concerns
- Complete modeling, engineering, planning and environmental documentation for the East Metro Yards Improvement Project



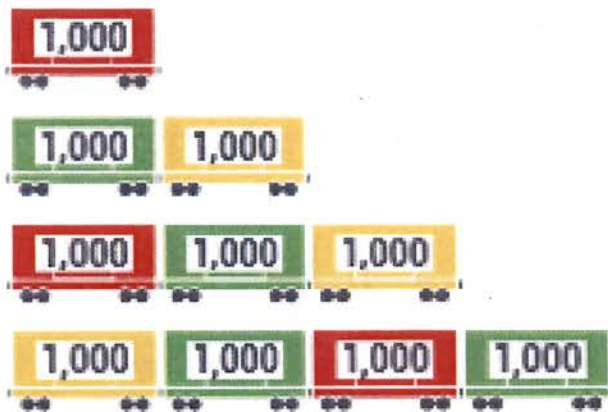
Project Description

- Led by RCRRA in partnership with MnDOT and host railroads
- \$1,000,000 budget (state bond funds)





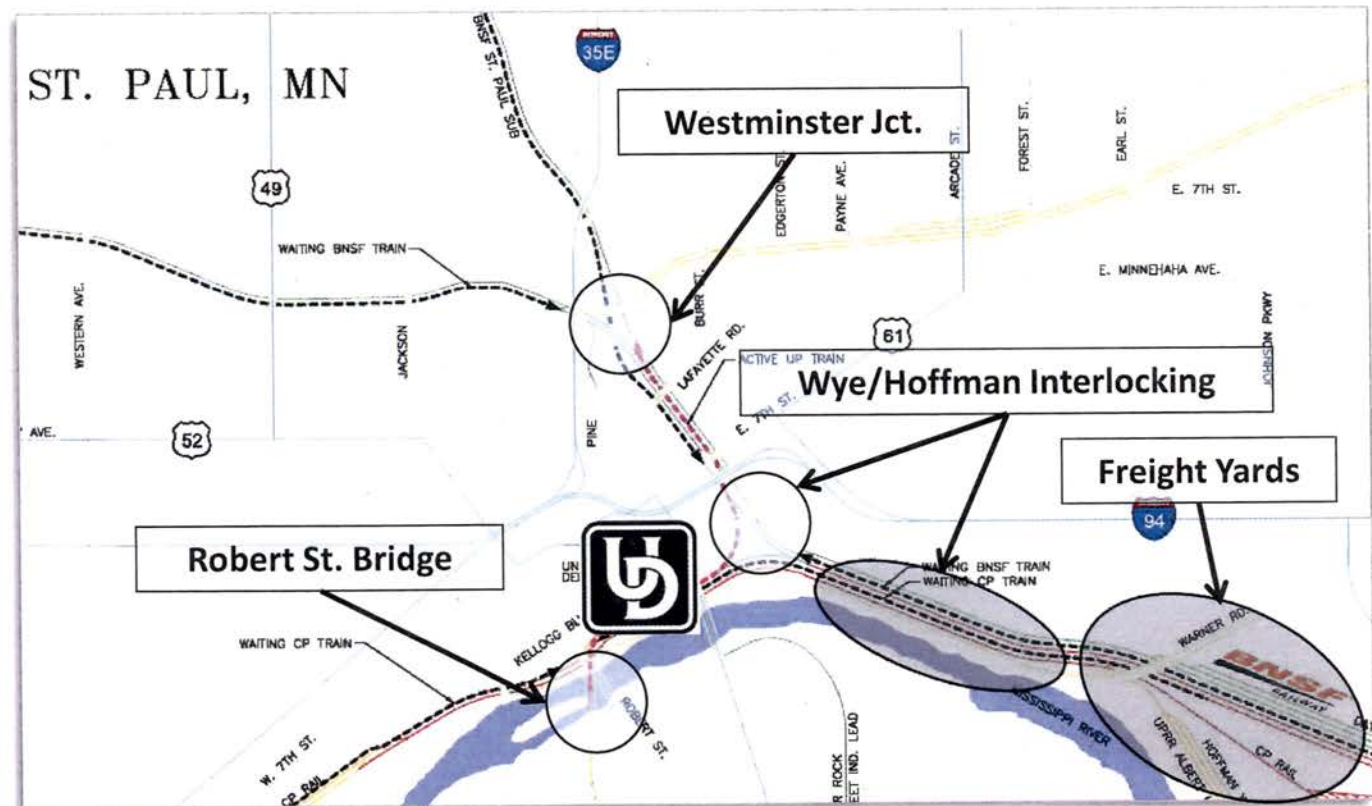
Critical Area



*The East Metro area moves
10,000 rail cars per day,
accommodating **5%** of the
total national freight rail
volume **every day.***

Critical Area

- Results in Multiple Bottlenecks



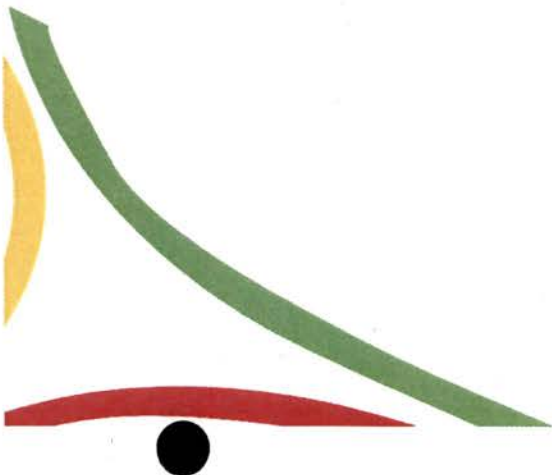
Project Purpose

- Upgrades are needed to improve the movement of existing trains, and make way for future freight growth and passenger rail connections to Union Depot.
- Improvements will benefit to regional economy, and will help keep freight on the rail instead of putting more trucks on our roadways.

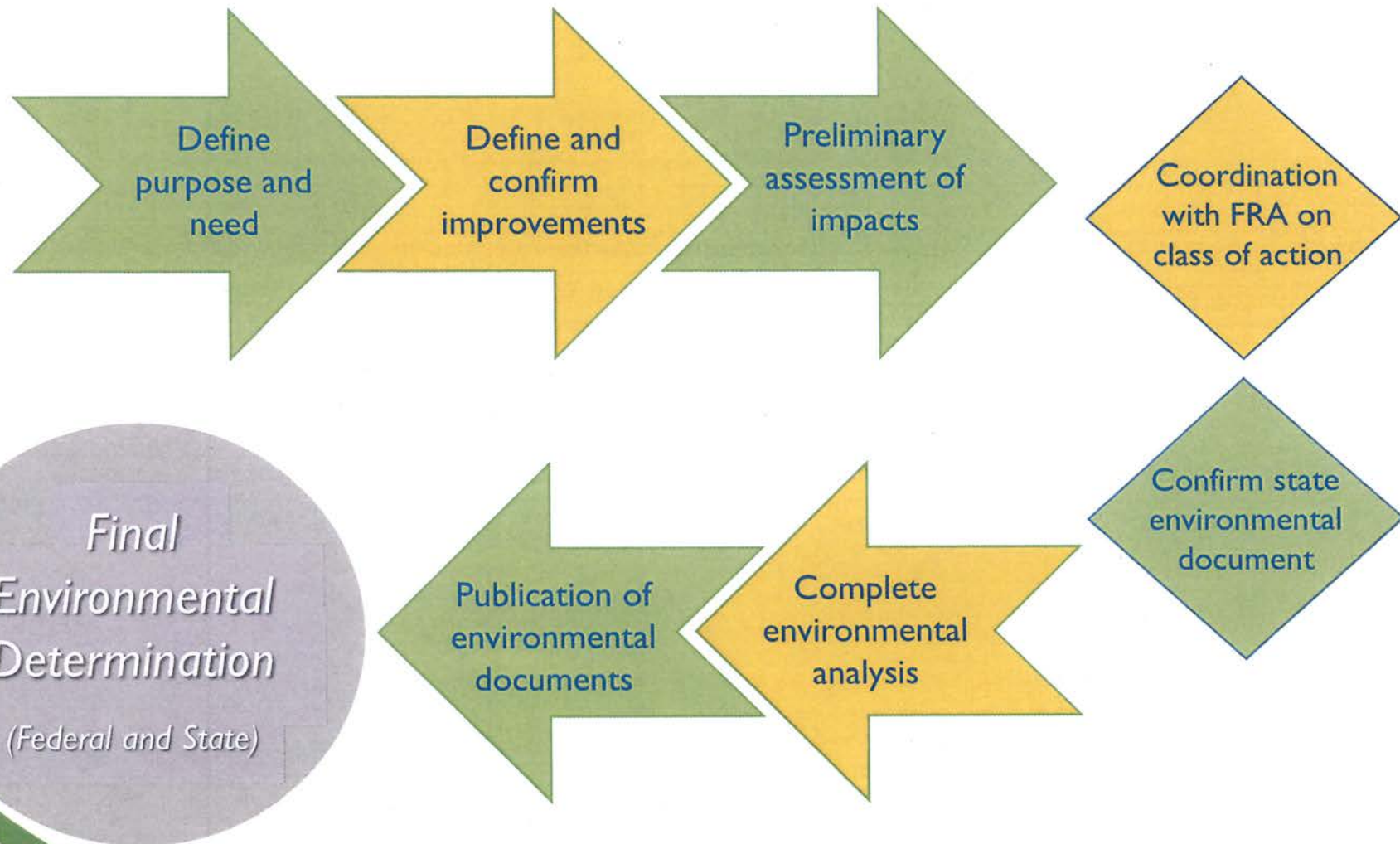


Key Work Tasks

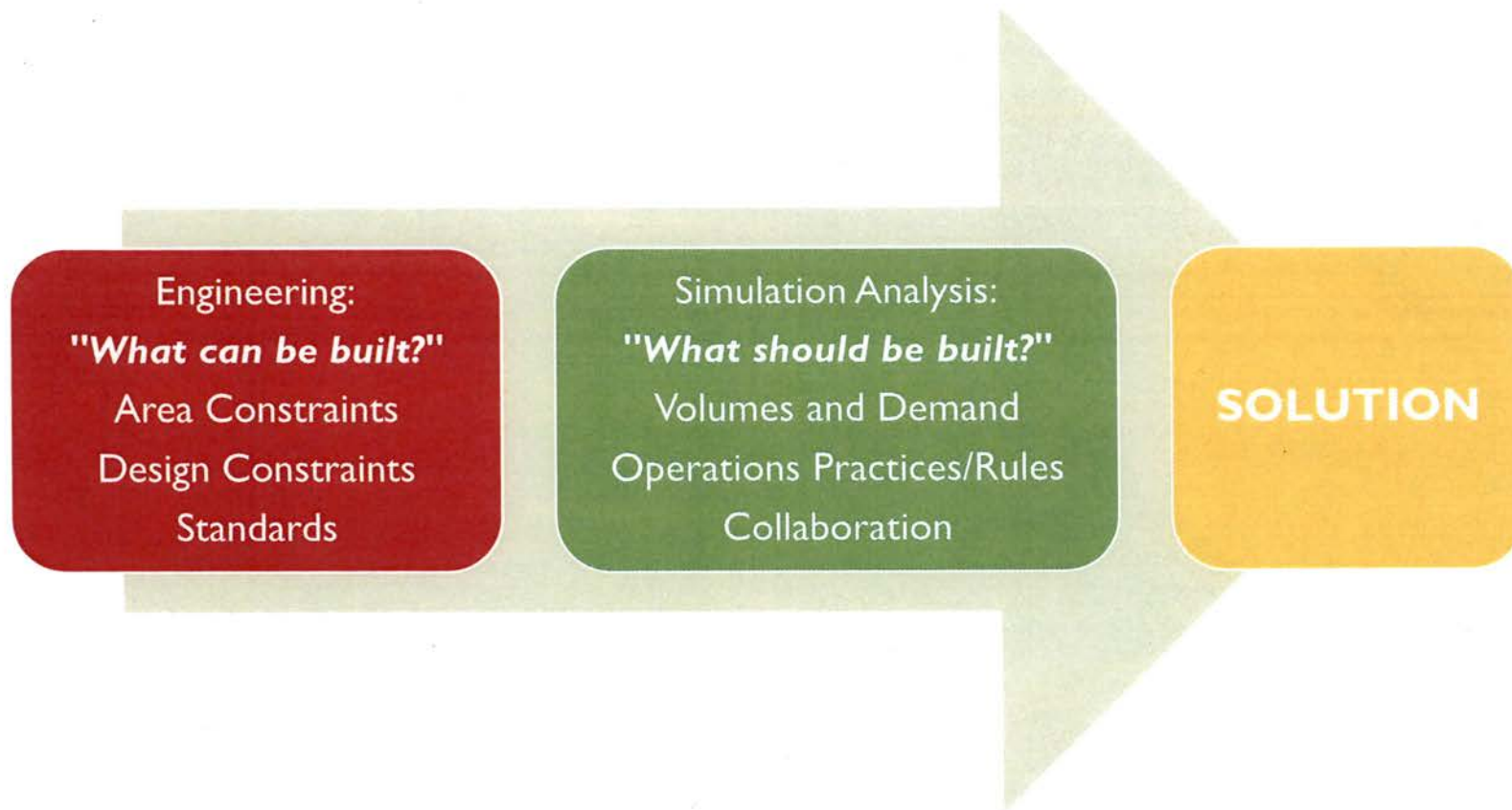
- Review Previous Work
- Communication and Public Engagement
- Capacity Improvement Analysis, Modeling and Improvement Identification
- Engineering of Identified Improvements (5-30%)
- Capital and Operating Cost Estimates
- Environmental Analysis (comply with NEPA)
- Memorandum of Understanding Framework



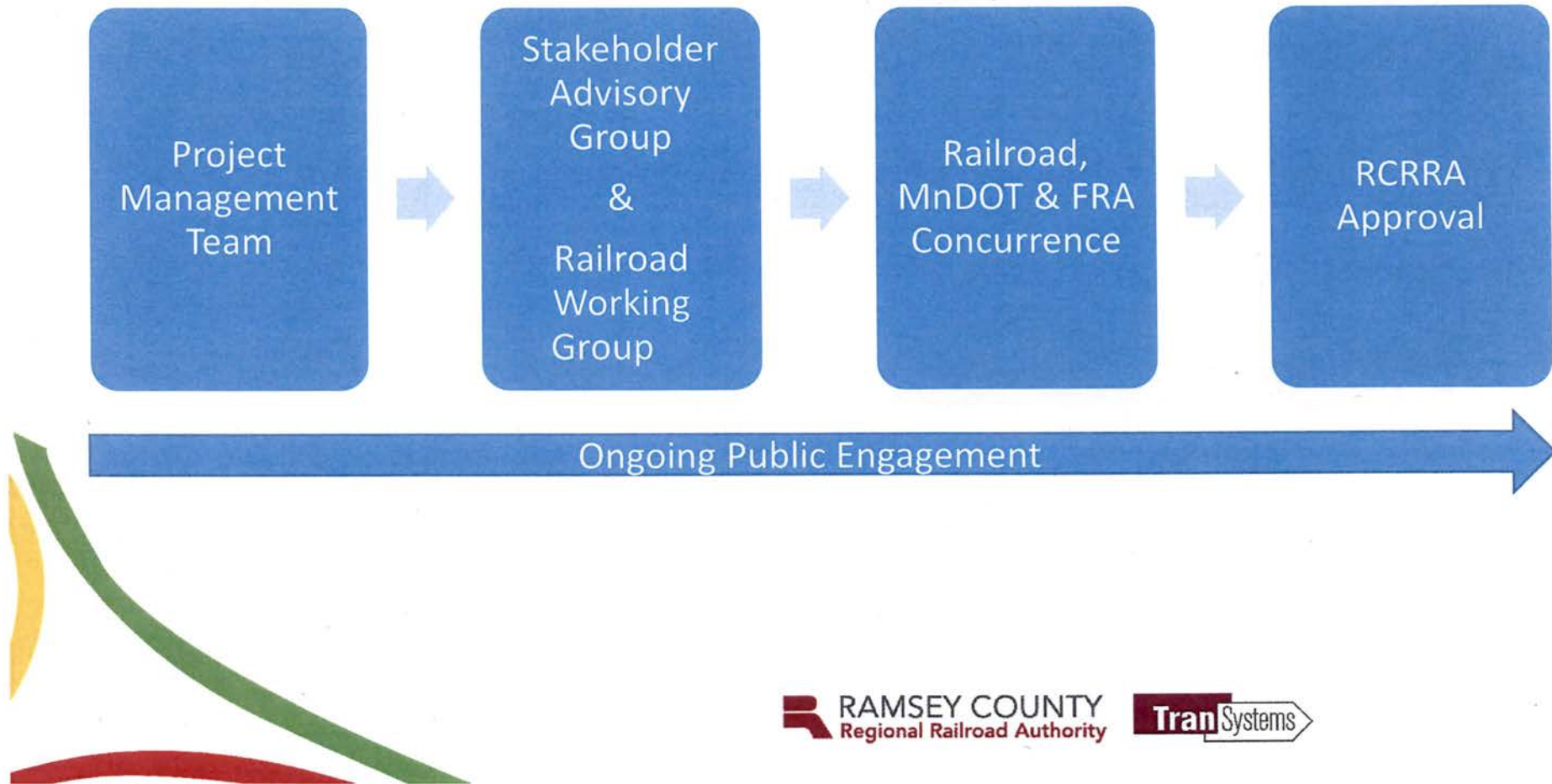
Environmental Process



Modeling Process



Decision-Making Process



Public Engagement

- Public Open House - July 24

- Co-Hosted with District 1

- Purpose:

- Introduce project and need
 - Answer questions
 - Hear any initial concerns

- Format: Open House

- Content:

- Project Video
 - Project Description
 - Previous Study
 - Project Goals
 - Project Schedule



Schedule

- Project Initiation, January 2017
- Railroad Working Group (RWG) and Stakeholder Advisory Group (SAG) meetings every other month
- First community open house on July 24, 2017
- Project completion by Fall 2018

Questions

Project Contact

- Andy Gitzlaff
- Senior Transportation Planner
- RCRRA
- 651-266-2772
- Andrew.Gitzlaff@co.ramsey.mn.us

EAST METRO RAIL

YARDS IMPROVEMENT PROJECT



WHAT IS THE PROJECT?

The East Metro Rail Yards Improvement Project is located in Saint Paul, just south and east of Union Depot. The study area extends from Union Depot southeast to approximately I-494. This area includes freight track and rail yards owned by BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad. The map at left shows the three national rail lines converging at Union Depot.

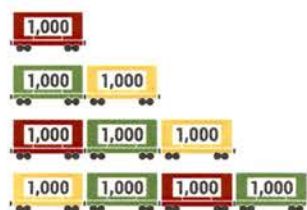
WHY IS THIS NEEDED?

Ramsey County Regional Railroad Authority and stakeholder railroads recognize that upgrades are needed to improve the movement of existing trains, and make way for future freight growth and passenger rail connections to Union Depot. These improvements will be a benefit to the regional economy, and will help keep freight on the rail instead of putting more trucks on our roadways.

WHAT IS NEXT?

The East Metro Rail Yards Improvement Project will confirm and refine improvements identified in the 2012 East Metro Rail Capacity Study. Project elements include an environmental analysis and conceptual engineering. This phase of the project will be complete in 2018. There will be opportunities for community engagement throughout the process.

DID YOU KNOW?



The East Metro area moves **10,000** rail cars per day, accommodating **5%** of the total national freight rail volume every day.



**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-47

Committee: Regional Railroad Authority

Meeting Date: 8/8/2017

SUBJECT: Set Public Hearing Date - Rush Line Corridor Locally Preferred Alternative

REQUESTED ACTION

Set a date and time for the Public Hearing regarding the selection of the Locally Preferred Alternative for the Rush Line Corridor for August 22, 2017 at 9:00 a.m. or as soon as possible thereafter, in the Council Chambers of the Ramsey County Court House, for the purpose of taking public comment.

EXECUTIVE SUMMARY

The Rush Line Corridor is an 80-mile travel corridor between St. Paul and Hinckley, Minnesota, consisting of urban, suburban and rural communities. A Pre-Project Development Study has been completed to analyze bus and rail alternatives in the 30-mile study area between St. Paul and Forest Lake, which has the greatest potential for significant transit improvements in the near term.

The purpose of the Rush Line Corridor Project is to provide transit service that satisfies the long-term regional mobility and accessibility needs for businesses and the traveling public and catalyzes sustainable development within the 30-mile study area. The Pre-Project Development Study was a joint local and regional planning effort conducted by the Rush Line Corridor Task Force and led by the Ramsey County Regional Railroad Authority (RCRRA).

After a thorough technical analysis of 55 potential route segments, seven transit modes, and extensive public engagement through the Pre-Project Development Study, Alternative 1 has been identified as the Locally Preferred Alternative. Alternative 1 best meets the project's purpose and need and would likely qualify for Federal Transit Administration New Starts funding. The Locally Preferred Alternative includes the definition of the mode, conceptual alignment and general station locations which can be refined through further environmental and engineering efforts.

Alternative 1 is defined as Bus Rapid Transit within a dedicated guideway generally along Phalen Boulevard, Ramsey County Regional Railroad Authority right-of-way and Trunk Highway 61, extending approximately 14 miles, and connecting Union Depot in downtown St. Paul to the east side neighborhoods of St. Paul, the Cities of Maplewood, Vadnais Heights, Gem Lake and White Bear Lake and White Bear Township. Alternative 1 would be co-located with the Bruce Vento Trail through the portion of the route that utilizes the Ramsey County Regional Railroad Authority right-of-way.

The next phase of the project will include environmental analysis under the Federal and State environmental review processes to avoid, minimize, and mitigate potential impacts while maximizing mobility, accessibility and surrounding economic development opportunities. The public will continue to be engaged throughout the environmental review process and subsequent design, engineering and construction phases to ensure that the project is reflective of the needs of the diverse communities within the Rush Line Corridor.

Set Public Hearing Date - Rush Line Corridor Locally Preferred Alternative

FISCAL IMPACT

None.

COUNTY MANAGER COMMENTS

In order for the Rush Line Corridor to be included in the next update to the Metropolitan Council's 2040 Transportation Policy Plan, the Ramsey County Regional Railroad Authority is required to hold a public hearing on the Locally Preferred Alternative and pass a resolution of support for the Locally Preferred Alternative. Inclusion in the region's Transportation Policy Plan is required in order for the project to be eligible for federal funding.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Draft Resolution
2. Public Hearing Notice
3. Proposed Schedule of Events

Draft Resolution

WHEREAS, The Rush Line Corridor is an 80-mile travel corridor between St. Paul and Hinckley, Minnesota consisting of urban, suburban and rural communities; and

WHEREAS, A Pre-Project Development Study has been completed to analyze bus and rail alternatives in the 30-mile study area between St. Paul and Forest Lake, which has the greatest potential for significant transit improvements in the near term; and

WHEREAS, The purpose of the Rush Line Corridor Project is to provide transit service that satisfies the long-term regional mobility and accessibility needs for businesses and the traveling public and catalyzes sustainable development within the 30-mile study area; and

WHEREAS, The Pre-Project Development Study was a joint local and regional planning effort conducted by the Rush Line Corridor Task Force and led by the Ramsey County Regional Railroad Authority; and

WHEREAS After a thorough technical analysis of 55 potential route segments, seven transit modes and extensive public engagement through the Pre-Project Development Study, Alternative 1 has been identified as the Locally Preferred Alternative; and

WHEREAS, Alternative 1 best meets the project's purpose and need and would likely qualify for Federal Transit Administration New Starts funding; and

WHEREAS, The Locally Preferred Alternative includes the definition of the mode, conceptual alignment and general station locations which can be refined through further environmental and engineering efforts; and

WHEREAS, Alternative 1 is defined as Bus Rapid Transit within a dedicated guideway generally along Phalen Boulevard, Ramsey County Regional Railroad Authority right-of-way and Trunk Highway 61, extending approximately 14 miles, and connecting Union Depot in downtown St. Paul to the east side neighborhoods of St. Paul and the Cities of Maplewood, Vadnais Heights, Gem Lake and White Bear Lake and White Bear Township; and

WHEREAS, Alternative 1 would be co-located with the Bruce Vento Trail through the portion of the route that utilizes the Ramsey County Regional Railroad Authority right-of-way; and

WHEREAS, The next phase of the project will include environmental analysis under the Federal and State environmental review processes to avoid, minimize, and mitigate potential impacts while maximizing mobility, accessibility and surrounding economic development opportunities; and

WHEREAS, The public will continue to be engaged throughout the environmental review process and subsequent design, engineering and construction phases to ensure that the project is reflective of the needs of the diverse communities within the Rush Line Corridor; and

WHEREAS, A connector bus from White Bear Lake to Forest Lake and other bus service improvements will continue to be explored during the environmental analysis phase of the Project; and

WHEREAS, The planned Route 54 extension and exploration of other transit improvements within the study area by others including, but not limited to, improved bus service along 35E and to the northern portion of the Rush Line Corridor, the future conversion of Route 54 to Arterial BRT and the consideration of a potential Modern Streetcar along East 7th Street will create a more comprehensive transit system; and

57 WHEREAS, The comments submitted by agencies, adjacent communities, the business
58 sector and the public during the Locally Preferred Alternative comment period and throughout the
59 duration of the Pre-Project Development Study will be addressed accordingly in the environmental
60 analysis phase of the Project; Now, Therefore Be It

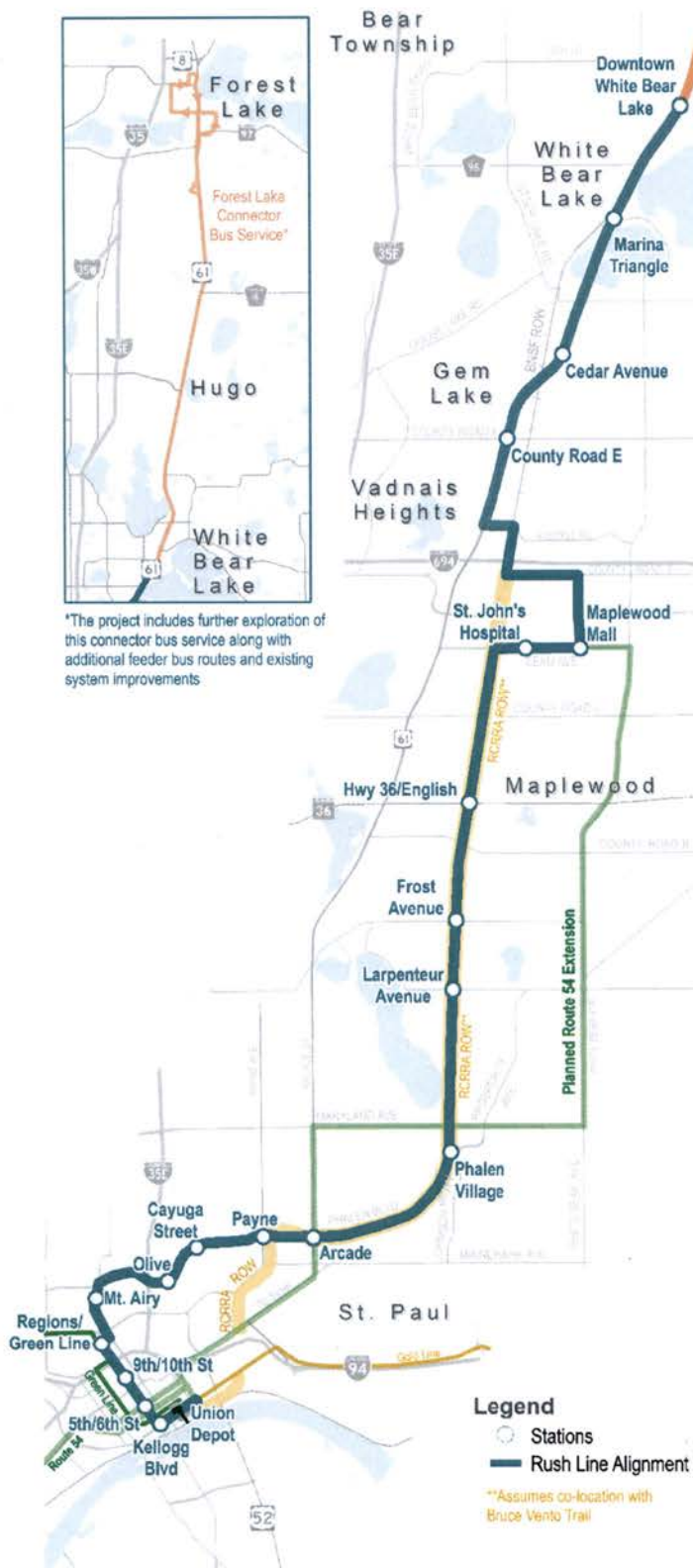
61
62 WHEREAS, The adoption of a Locally Preferred Alternative into the Metropolitan Council's
63 Transportation Policy Plan is a necessary step towards eligibility for federal funding; and
64

65 WHEREAS, The process to adopt the Locally Preferred Alternative into the Transportation
66 Policy Plan requires the Ramsey County Regional Railroad Authority as the project sponsor to hold
67 a public hearing to collect comments on the proposed Locally Preferred Alternative and to pass a
68 resolution of support for the Locally Preferred Alternative; and
69

70 WHEREAS, The Ramsey County Regional Railroad Authority must establish a date for the
71 public hearing; Now, Therefore, Be It
72

73 RESOLVED, The Ramsey County Regional Railroad Authority sets a date and time for the
74 public hearing on the Rush Line Corridor Locally Preferred Alternative, for August 22, 2017 at
75 9:00 a.m. or as soon as possible thereafter, in the Council Chambers of the Ramsey County Court
76 House, for the purpose of taking public comment.

LPA Figure



**RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
PUBLIC HEARING NOTICE**

**REGARDING SUPPORT FOR THE RUSH LINE CORRIDOR LOCALLY PREFERRED
ALTERNATIVE**

NOTICE IS HEREBY GIVEN that the Ramsey County Regional Railroad Authority ("a political subdivision of the State of Minnesota") will hold a public hearing at 9:00 a.m., or as soon thereafter as possible, on Tuesday, August 22, 2017 in the Council Chambers, third floor Court House, 15 West Kellogg Boulevard, St. Paul, Minnesota, to accept comments on the proposed support for the Rush Line Corridor Locally Preferred Alternative.

The Locally Preferred Alternative includes the definition of the mode, conceptual alignment and general station locations which can be refined through further environmental and engineering efforts. The Locally Preferred Alternative is defined as Bus Rapid Transit within a dedicated guideway generally along Phalen Boulevard, Ramsey County Regional Railroad Authority right-of-way and Trunk Highway 61, extending approximately 14 miles, and connecting Union Depot in downtown St. Paul to the east side neighborhoods of St. Paul, the Cities of Maplewood, Vadnais Heights, Gem Lake and White Bear Lake and White Bear Township (see attached figure). Alternative 1 would be co-located with the Bruce Vento Trail through the portion of the route that utilizes the Ramsey County Regional Railroad Authority right-of-way.

Following the public hearing, the Ramsey County Regional Railroad Authority will consider a resolution supporting the Rush Line Corridor Locally Preferred Alternative.

Additional information about the Rush Line Corridor Locally Preferred Alternative can be found at www.rushline.org. Any person wishing to express an opinion on the matters to be considered at the public hearing will be heard orally or in writing. Anyone who intends to testify, and/or is in need of reasonable accommodations or an interpreter, is requested to contact the Ramsey County Regional Railroad Authority at (651) 266-2760 prior to Tuesday, August 22, 2017.

PROPOSED SCHEDULE OF EVENTS
SUPPORT FOR RUSH LINE CORRIDOR LOCALLY PREFERRED ALTERNATIVE

Estimated Date

August 8	Public Hearing Date Set
August 9	Publication of County Notice in Official Newspaper – Ramsey County Review
August 22	Hold the Public Hearing
September 12 *	Ramsey County Regional Railroad Authority Action on Resolution of Support for Rush Line Corridor Locally Preferred Alternative

*Subject to change

The Ramsey County Regional Railroad Authority met in regular session at 9:15 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, Assistant County Attorney.

1. ROLL CALL

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

2. Agenda of August 22, 2017 is Presented for Approval

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			

3. Minutes from August 8, 2017 are Presented for Approval

VOTING

Motion by: Victoria Reinhardt

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			

POLICY ITEMS

4. Presentation: Rush Line Corridor Locally Preferred Alternative

For information and discussion only.

5. Public Hearing - Rush Line Corridor Locally Preferred Alternative

Chair Ortega opened the Public Hearing at 9:32 am. Public testimony was heard from the following people: Kai Huot-Link, Maplewood; Marie Ellis, St. Paul Area Chamber of Commerce; Denise Bricher, Maplewood; Kevin Berglund; Maplewood; Greg Copeland, St. Paul; Jackie Devore, Arden Hills. Chair Ortega asked if other citizens were present to give public testimony. Calling three times and hearing none, Chair Ortega closed the Public Hearing at 9:53 am.

ADMINISTRATIVE ITEM

6. Presentation on the Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Phase 1 Study

For information and discussion only.

7. Corridor Updates

8. Adjournment


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
August 22, 2017 – ROLL CALL

Call to Order: 9:15 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of August 22, 2017 is presented for approval

Moved: JM

Seconded: VR

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

3. Minutes from August 8, 2017 are presented for approval

Moved: VR

Seconded: MM

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

POLICY ITEMS

4. Presentation: Rush Line Corridor Locally Preferred Alternative

No action required. For information and discussion only.

5. Public Hearing – Rush Line Corridor Locally Preferred Alternative

Hold a Public Hearing to afford the public an opportunity to comment on the proposed Rush Line Corridor Locally Preferred Alternative. —Started @ 9:32; ended @ 9:53am

ADMINISTRATIVE

6. Presentation on the Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Phase 1 Study

No action required. For information and discussion only.

7. Corridor Updates

8. Adjournment

Meeting adjourned at 10:29 am.

3:00 - Time is up

Check Rush Line Slides - some were missing from packet.

overheads
missing
again
(copied 1 sided
to 2 sided
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originals)



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

AGENDA

Tuesday, August 22, 2017
Immediately following the County Board Meeting

Council Chambers – Third Floor Court House
15 W. Kellogg Blvd., St. Paul, MN 55102

1. ROLL CALL

2. R2017-50 Agenda of August 22, 2017 is Presented for Approval

Approve the agenda of August 22, 2017.

3. R2017-51 Minutes from August 8, 2017 are Presented for Approval

Approve the minutes from August 8, 2017.

POLICY ITEMS

4. R2017-55 Presentation: Rush Line Corridor Locally Preferred Alternative

None. For information and discussion purposes only.

5. R2017-49 Public Hearing - Rush Line Corridor Locally Preferred Alternative

Hold a Public Hearing to afford the public an opportunity to comment on the proposed Rush Line Corridor Locally Preferred Alternative.

ADMINISTRATIVE

6. R2017-48 Presentation on the Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Phase 1 Study

None. For information and discussion purposes only.

7. Corridor Updates

8. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-50

Committee: Regional Railroad Authority

Meeting Date: 8/22/2017

SUBJECT: Agenda of August 22, 2017 is Presented for Approval

REQUESTED ACTION

Approve the agenda of August 22, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-51

Committee: Regional Railroad Authority

Meeting Date: 8/22/2017

SUBJECT: Minutes from August 8, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from August 8, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-55

Committee: Regional Railroad Authority

Meeting Date: 8/22/2017

SUBJECT: Presentation: Rush Line Corridor Locally Preferred Alternative

REQUESTED ACTION

None. For information and discussion purposes only.

EXECUTIVE SUMMARY

Andy Gitzlaff, Senior Transportation Planner with Ramsey County Regional Railroad Authority, will provide a summary presentation on the Rush Line Corridor Locally Preferred Alternative.

ATTACHMENTS

1. Rush Line Corridor Locally Preferred Alternative Overview Presentation

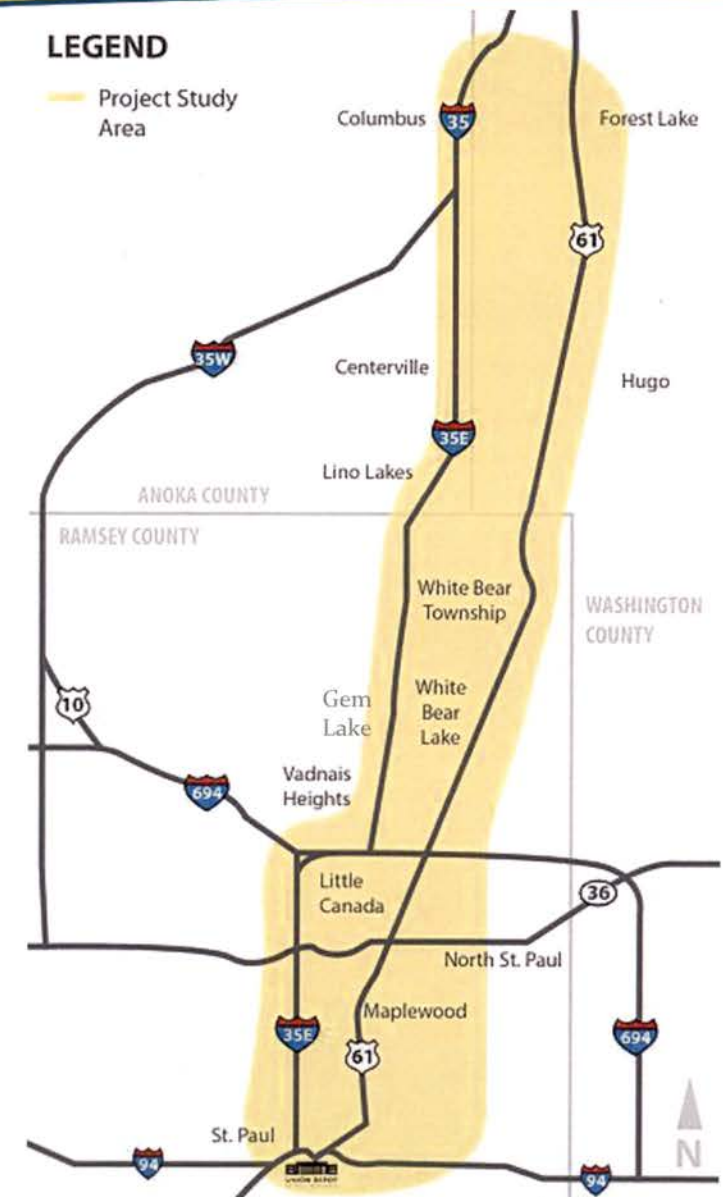


**Locally Preferred Alternative Overview
Ramsey County Regional Railroad Authority**

August 22, 2017

Project Purpose and Need

- Meet long-term regional mobility and accessibility needs
- Catalyzes sustainable development
- Connect major destinations, activity centers and job concentrations
- Serve diverse and growing population
- Add capacity, reliability and choice to transportation network



Study Process

Define Project Goals

Develop Alternatives

Evaluate Alternatives

Select Alternative

Examined 55 route segments and 7 types of bus and rail transit vehicles

Community Engagement

More than 5,000 people participated in over 200 community events

What is an LPA?

The LPA is:

- Preferred Transit Vehicle and Route
 - Service Plan
 - General Station Locations
 - Cost and Ridership Estimate

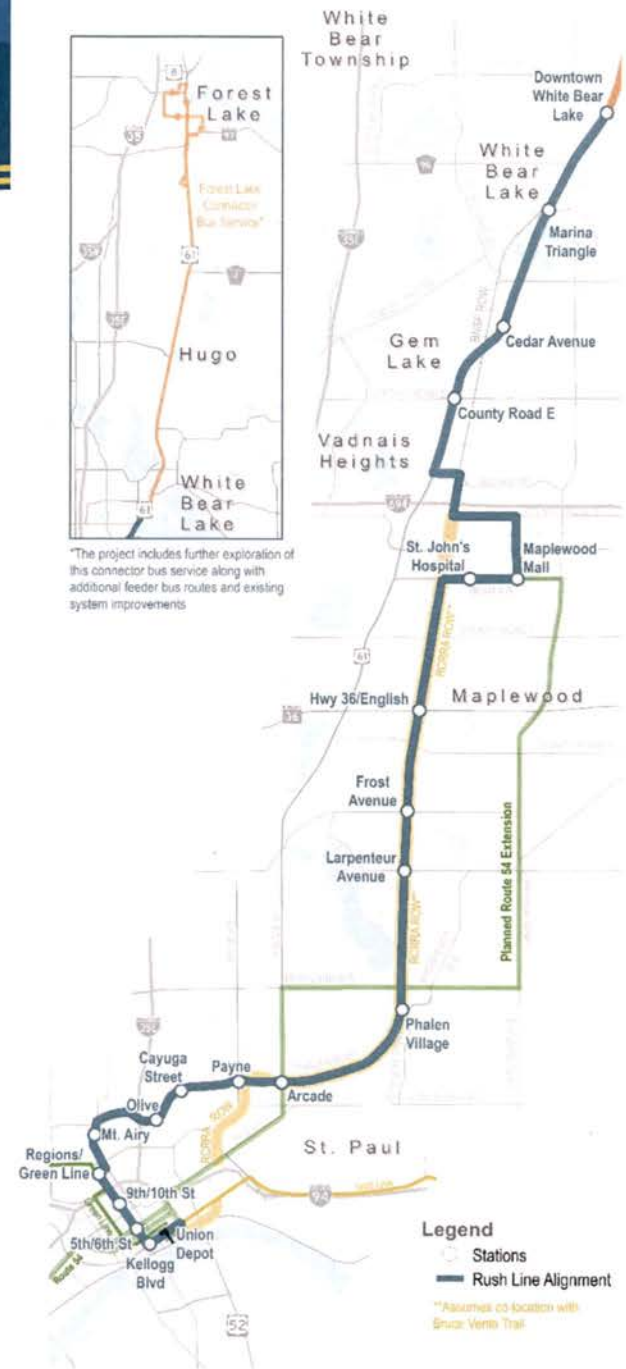
The LPA is NOT:

- Set in stone
 - Project elements can be further refined during next phase
- Final approval
 - Local partners will have additional review / approval opportunities



Locally Preferred Alternative

- Dedicated Guideway Bus Rapid Transit (BRT)
- Phalen Boulevard and Robert Street into downtown St. Paul
- Ramsey County Regional Railroad Authority right-of-way (shared with Bruce Vento Trail)
- Highway 61 north of I-694 into White Bear Lake
- Explore future connections to the north and other transit system improvements



Why Dedicated BRT?

- High quality service similar to LRT
 - Operates in own lane
 - Frequent and Reliable
 - Upgraded Stations and Vehicles
- Cost-effective solution
 - Less than 1/2 cost of LRT
- Catalyst for Development

Orange Line – Los Angeles



Photo Credit: Los Angeles Metro



LPA Statistics

Approx. Length: **14 miles**

Dedicated
Guideway: **85-90%**

of Stations: **20**
(includes Union Depot &
Maplewood Mall Transit Center)

Schedule: **5 am to midnight**
7 days/week

Frequency: **Rush hour: every 10 mins**
Non-rush hour: every 15 mins

Travel Time: **14 mins**
One way, White Bear Lake > Maplewood
30 mins
One way, Maplewood Mall > Robert/5th
6 mins
One way, Robert/5th > Union Depot

Capital Cost **\$420 M**
(\$2021): (+ \$55 M if other routes
in guideway)

Annual O&M **\$7.8 – 8 M**
Cost (\$2015):

Average Daily **5,700 – 9,700**
Ridership (2040): (higher ridership if other
routes use guideway)

People Living **11,700**
below Poverty
in Station
Areas (2040):

of Jobs in **106,700**
Station Areas
(2040):

of Residents **60,200**
in Station
Areas (2040):

Serves Emerging Health Corridor

- 17 medical centers along route including Regions, St John's and Bethesda Hospitals, Gillette Children's, Health Partners, Health East and Allina Clinics



LPA Approval Schedule

Approval	Date
Policy Advisory Committee and Rush Line Corridor Task Force	May 25, 2017
Gem Lake	June 20, 2017
Maplewood	June 26, 2017
White Bear Township	July 6, 2017
Vadnais Heights	July 19, 2017
White Bear Lake	July 25, 2017
Saint Paul	August 16, 2017
Ramsey County Regional Railroad Authority	September 12, 2017



Next Steps

- Submit LPA to Metropolitan Council for inclusion in 2040 Transportation Plan Update
- Begin Next Phase – late 2017 to late 2019
 - Environmental Analysis
 - Conceptual Engineering
 - Station Area Planning
 - Community Engagement



Questions



STAY INVOLVED IN THE RUSH LINE STUDY

- Make yourself heard on preferred routes, transit vehicles and station locations.

FOR MORE INFORMATION

 www.rushline.org



info@rushline.org

 651-266-2760



www.facebook.com/rushline



[@rushlinetransit](https://twitter.com/rushlinetransit)

The Rush Line Corridor Pre-Project Development Study is a joint local and regional planning effort conducted by the Rush Line Corridor Task Force and led by the Ramsey County Regional Railroad Authority.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-49

Committee: Regional Railroad Authority

Meeting Date: 8/22/2017

SUBJECT: Public Hearing - Rush Line Corridor Locally Preferred Alternative

REQUESTED ACTION

Hold a Public Hearing to afford the public an opportunity to comment on the proposed Rush Line Corridor Locally Preferred Alternative.

EXECUTIVE SUMMARY

The Rush Line Corridor is an 80-mile travel corridor between St. Paul and Hinckley, Minnesota, consisting of urban, suburban and rural communities. A Pre-Project Development Study has been completed to analyze bus and rail alternatives in the 30-mile study area between St. Paul and Forest Lake, which has the greatest potential for significant transit improvements in the near term.

The purpose of the Rush Line Corridor Project is to provide transit service that satisfies the long-term regional mobility and accessibility needs for businesses and the traveling public and catalyzes sustainable development within the 30-mile study area. The Pre-Project Development Study was a joint local and regional planning effort conducted by the Rush Line Corridor Task Force and led by the Ramsey County Regional Railroad Authority (RCRRA).

After a thorough technical analysis of 55 potential route segments, seven transit modes, and extensive public engagement through the Pre-Project Development Study, Alternative 1 has been identified as the Locally Preferred Alternative. Alternative 1 best meets the project's purpose and need and would likely qualify for Federal Transit Administration New Starts funding. The Locally Preferred Alternative includes the definition of the mode, conceptual alignment and general station locations which can be refined through further environmental and engineering efforts.

Alternative 1 is defined as Bus Rapid Transit within a dedicated guideway generally along Phalen Boulevard, Ramsey County Regional Railroad Authority right-of-way and Trunk Highway 61, extending approximately 14 miles, and connecting Union Depot in downtown St. Paul to the east side neighborhoods of St. Paul, the Cities of Maplewood, Vadnais Heights, Gem Lake and White Bear Lake and White Bear Township. Alternative 1 would be co-located with the Bruce Vento Trail through the portion of the route that utilizes the Ramsey County Regional Railroad Authority right-of-way.

The next phase of the project will include environmental analysis under the Federal and State environmental review processes to avoid, minimize, and mitigate potential impacts while maximizing mobility, accessibility and surrounding economic development opportunities. The public will continue to be engaged throughout the environmental review process and subsequent design, engineering and construction phases to ensure that the project is reflective of the needs of the diverse communities within the Rush Line Corridor.

FISCAL IMPACT

None.

COUNTY MANAGER COMMENTS

In order for the Rush Line Corridor to be included in the next update to the Metropolitan Council's 2040 Transportation Policy Plan, the Ramsey County Regional Railroad Authority is required to hold a public hearing on the Locally Preferred Alternative and pass a resolution of support for the Locally Preferred Alternative. Inclusion in the region's Transportation Policy Plan is required in order for the project to be eligible for federal funding.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Affidavit of Publication
2. Proposed Schedule of Events

Affidavit of Publication

State of Minnesota }
County of Ramsey } SS

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

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

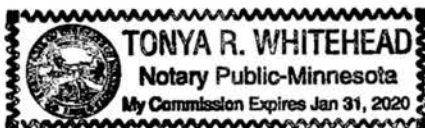
(B) The printed PUBLIC HEARING NOTICE
which is attached was cut from the columns of said newspaper, and was printed and published once each
week, for 1 successive weeks; it was first published on WEDNESDAY, the 9TH day of
AUGUST, 2017, and was thereafter printed and published on every _____ to and
including _____, the _____ day of _____, 20____; and printed below is a copy of
the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and
kind of type used in the composition and publication of the notice:

*ABCDEFGHIJKLMNPOQRSTUVWXYZ
*ABCDEFGHIJKLMNPOQRSTUVWXYZ
*abcdefghijklnopqrstuvmxyz

Subscribed and sworn to before me on
this 9TH day of AUGUST, 2017.
Tonya R. Whitehead
Notary Public

BY: E. Kitty Sundberg
TITLE LEGAL COORDINATOR

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



RATE INFORMATION

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

**RAMSEY COUNTY
REGIONAL RAILROAD
AUTHORITY**

**PUBLIC HEARING NOTICE
REGARDING SUPPORT FOR THE
RUSH LINE CORRIDOR LOCALLY
PREFERRED ALTERNATIVE**

NOTICE IS HEREBY GIVEN that the Ramsey County Regional Railroad Authority ("a political subdivision of the State of Minnesota") will hold a public hearing at 9:00 a.m., or as soon thereafter as possible, on Tuesday, August 22, 2017 in the Council Chambers, third floor Court House, 15 West Kellogg Boulevard, St. Paul, Minnesota, to accept comments on the proposed support for the Rush Line Corridor Locally Preferred Alternative.

The Locally Preferred Alternative includes the definition of the mode, conceptual alignment and general station locations which can be refined through further environmental and engineering efforts. The Locally Preferred Alternative is defined as Bus Rapid Transit within a dedicated guideway generally along Phalen Boulevard, Ramsey County Regional Railroad Authority right-of-way and Trunk Highway 61, extending approximately 14 miles, and connecting Union Depot in downtown St. Paul to the east side neighborhoods of St. Paul, the Cities of Maplewood, Vadnais Heights, Gem Lake and White Bear Lake and White Bear Township (see attached figure). Alternative 1 would be co-located with the Bruce Vento Trail through the portion of the route that utilizes the Ramsey County Regional Railroad Authority right-of-way.

Following the public hearing, the Ramsey County Regional Railroad Authority will consider a resolution supporting the Rush Line Corridor Locally Preferred Alternative.

Additional information about the Rush Line Corridor Locally Preferred Alternative can be found at www.rushline.org. Any person wishing to express an opinion on the matters to be considered at the public hearing will be heard orally or in writing. Anyone who intends to testify, and/or is in need of reasonable accommodations or an interpreter, is requested to contact the Ramsey County Regional Railroad Authority at (651) 266-2760 prior to Tuesday, August 22, 2017.

(Review: Aug. 9, 2017)

PROPOSED SCHEDULE OF EVENTS
SUPPORT FOR RUSH LINE CORRIDOR LOCALLY PREFERRED ALTERNATIVE

Estimated Date

August 8	Public Hearing Date Set
August 9	Publication of County Notice in Official Newspaper – Ramsey County Review
August 22	Hold the Public Hearing
September 12 *	Ramsey County Regional Railroad Authority Action on Resolution of Support for Rush Line Corridor Locally Preferred Alternative

*Subject to change

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-48

Committee: Regional Railroad Authority

Meeting Date: 8/22/2017

SUBJECT: Presentation on the Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Phase 1 Study

REQUESTED ACTION

None. For information and discussion purposes only.

EXECUTIVE SUMMARY

Praveena Pidaparthi, Planning Director, Minnesota Department of Transportation Office of Passenger Rail, and Rick Degman, Senior Rail Operations Project Manager, HDR, Inc., will present to the Ramsey County Regional Railroad Authority.

FISCAL IMPACT

None.

COUNTY MANAGER COMMENTS

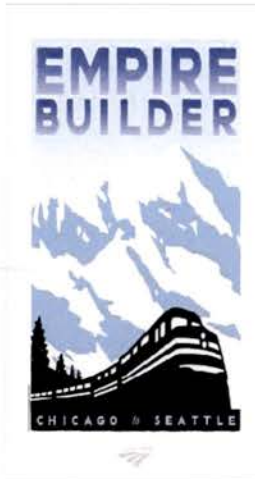
None.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Phase I Study Presentation
2. Fact Sheet



Twin Cities-Milwaukee-Chicago (TCMC) Intercity Passenger Rail Phase I Study

Project Update to Ramsey County Regional Railroad
Authority Board

August 22, 2017

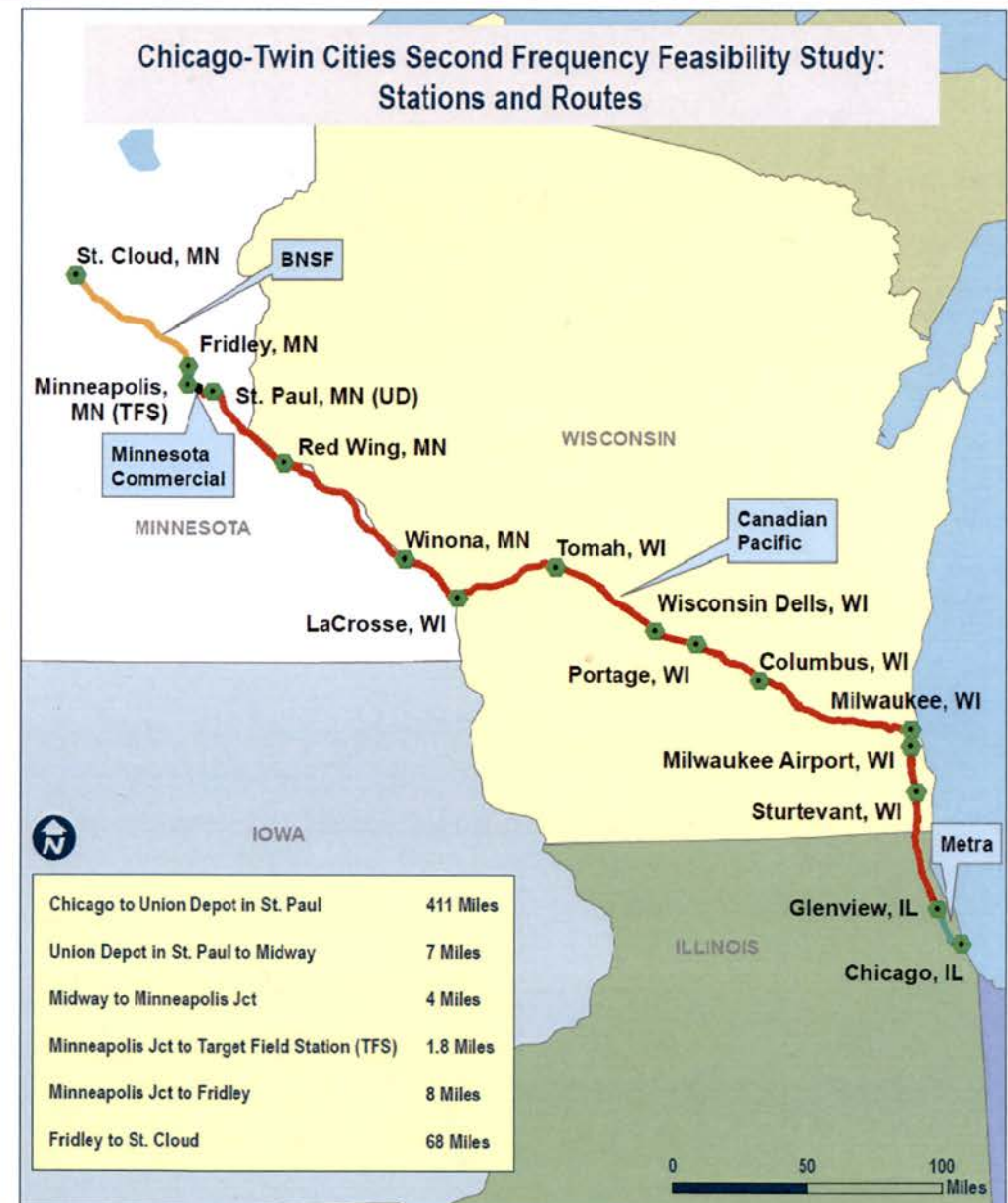


Agenda

- Project Overview
- Pre-NEPA Activities
- Operations Modeling
- Engineering and Cost Estimates
- Next Steps

TCMC Project Background

- Amtrak conducted a feasibility study for adding a “second frequency” passenger rail service between Chicago Union Station and the Twin Cities area
 - 2015 Feasibility Report indicated favorable ridership and revenue
 - Ridership projection: 155,500 annually
 - Revenue: \$6.8M
 - State DOTs recommended new service to operate between Chicago Union Station and Union Depot in St. Paul rather than St. Cloud or Minneapolis due to lower capital costs and less complexity of railroad operations



TCMC Project Overview

- Use *Empire Builder* route between Union Depot in St. Paul and Chicago Union Station
- Approximately 4-6 hours apart from *Empire Builder* schedule
- 12 stations
- Train will utilize existing or proposed slot between Chicago and Milwaukee from *Hiawatha* Corridor Draft EA to minimize impacts
- 79 mph service
- Infrastructure improvements needed to support additional service while maintaining freight performance

Proposed TCMC Route and Stations



TCMC Project Overview

- Phase I Study – July 2016 through Fall 2017
 - Pre-NEPA activities
 - Purpose and need
 - Alternatives analysis
 - Outreach
 - Operations analysis
 - Service alternatives
 - Operations modeling
 - Includes integration with *Hiawatha Service*
 - Conceptual engineering and capital cost estimates
 - Assist project sponsors in determining whether or not to move the project to the next steps toward implementation
- Phase 2 Study – next phase
 - Environmental Review
 - Service Development Plan

Purpose and Need Statement

- Provides the purpose and transportation problems the projects aims to resolve
- Approved by FRA and posted to Project website in July

Purpose

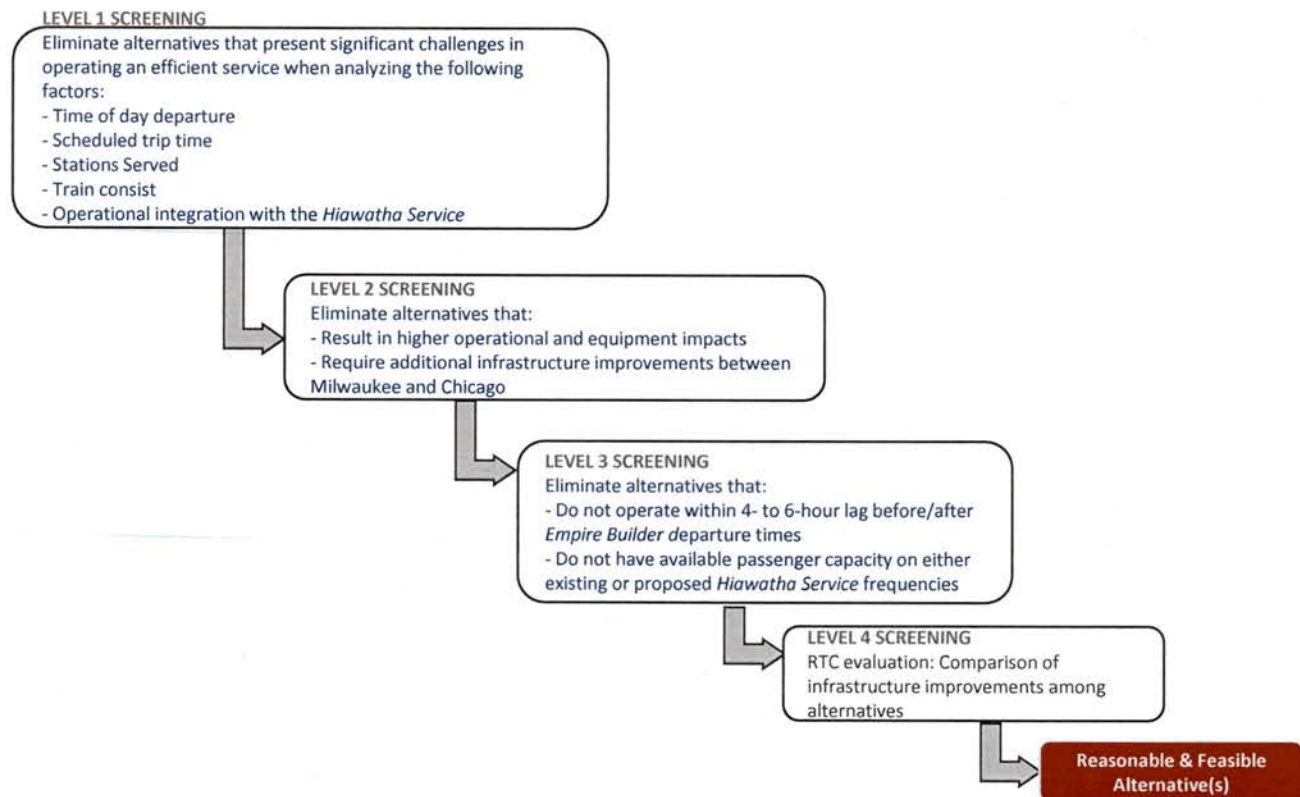
- Address gaps in the regional transportation system
- Provide solution that is cost-effective to implement, operate and maintain
- Address population increases and economic growth projected within the corridor
- Integrate with the existing *Hiawatha Service*
- Avoid the travel time delays that can occur due to the long distances and freight delays sometimes experienced by the daily *Empire Builder* as it travels from the West Coast to St. Paul

Need

- Communities have limited non-auto transportation options for trips to the Twin Cities, Milwaukee and Chicago, and the once-daily round trip does not provide adequate connections to nearby destinations or international airports
- Population increases and economic growth projected would create additional travel delays on highways and roadways, and strain airline services
- One daily round trip passenger rail service between the Twin Cities and Chicago does not provide schedule choices for intercity travelers
- The *Empire Builder* service reaches near capacity conditions during peak travel months and travel demand is projected to increase

Alternatives Analysis

- An evaluation of route and service alternatives
- Route – uses work completed under Midwest Regional Rail Initiative and Chicago-Milwaukee Intercity Passenger Rail Service Environmental Assessment
- Service – new analysis utilizing four-tier screening approach



Public Involvement

- Public Meetings
 - September 6th in La Crosse
 - September 7th at Union Depot
 - Open house/presentation/Q&A session
- Topics Covered
 - Project overview
 - Project purpose and need
 - Alternatives Analysis
 - Preliminary conceptual design plans
 - Next steps
- Outreach Plan includes
 - News releases
 - Twitter
 - Facebook
- Agency Coordination Meeting
 - Held after public meetings to review feedback received
 - Includes MN/WI/IL agencies and tribes

Rail Traffic Controller (RTC) software

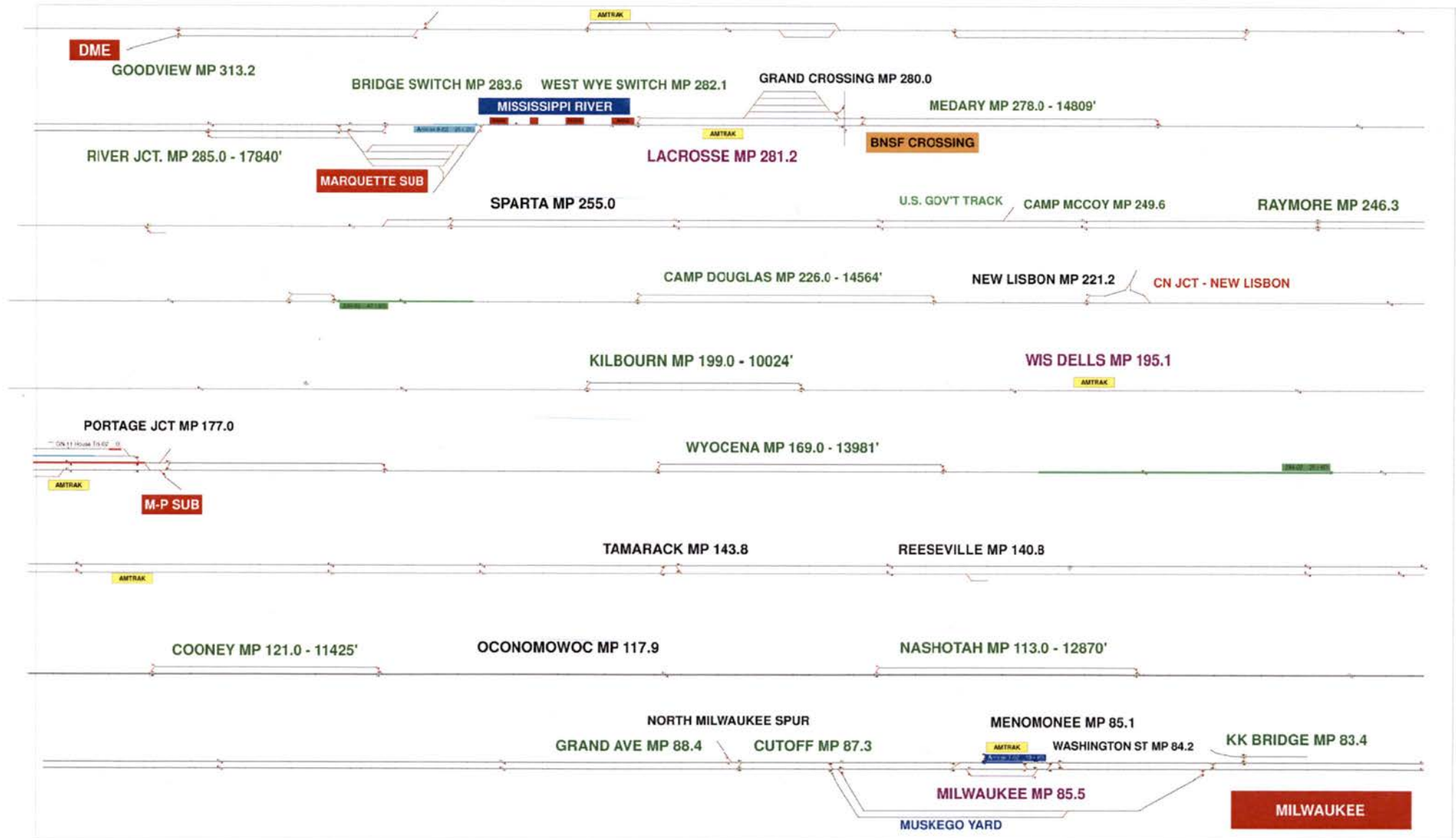
A computer simulation of the operating railroad over time

- Simulates the actual operating decisions
- Shows which trains are delayed
- Shows where the problems are
- Tests the solutions
 - Infrastructure
 - Trainsets
 - Schedules

Only software accepted by FRA to validate infrastructure improvements



RTC Model of Twin Cities-Milwaukee Corridor



TCMC Modeling Methodology

Evaluate and determine how TCMC can most efficiently be operated on the St. Paul- Chicago corridor

- Operations modeling performed between Milwaukee and St. Paul (trains will utilize existing or proposed *Hiawatha Service* schedule slots between Chicago and Milwaukee)
- Develop the appropriate level of infrastructure improvements required to accommodate TCMC while minimizing freight and passenger rail delays and accommodating freight growth

TCMC Modeling Methodology

Schedule Options

- Schedules designed to complement current *Empire Builder* schedules, with arrival and departure times at endpoints that maximize ridership potential
- Schedules will attempt to operate within existing or proposed *Hiawatha Service* slots while minimizing infrastructure impacts west of Milwaukee
 - Westbound train would depart Chicago after morning peak and arrive in St. Paul in late afternoon
 - Eastbound train would depart St. Paul late morning/early afternoon and arrive in Chicago after evening peak

TCMC Proposed Schedule

Westbound Train 333

Chicago, IL	Dp	10:20 AM
Glenview, IL		10:42 AM
Sturtevant, WI		11:20 AM
Milwaukee Airport, WI		11:34 AM
Milwaukee, WI	Ar	11:49 AM
Milwaukee, WI	Dp	11:54 AM
Columbus, WI		12:58 PM
Portage, WI		1:25 PM
Wisconsin Dells, WI		1:44 PM
Tomah, WI		2:23 PM
La Crosse, WI		3:07 PM
Winona, MN		3:42 PM
Red Wing, MN		4:44 PM
St. Paul, MN (Union Depot)	Ar	5:39 PM

Eastbound Train 340

St. Paul, MN (Union Depot)	Dp	11:47 AM
Red Wing, MN		12:35 PM
Winona, MN		1:39 PM
La Crosse, WI		2:17 PM
Tomah, WI		2:56 PM
Wisconsin Dells, WI		3:36 PM
Portage, WI		3:54 PM
Columbus, WI		4:22 PM
Milwaukee, WI	Ar	5:40 PM
Milwaukee, WI	Dp	5:40 PM
Milwaukee Airport, WI		5:55 PM
Sturtevant, WI		6:08 PM
Glenview, IL		6:46 PM
Chicago, IL	Ar	7:14 PM

TCMC Operations Modeling Process

Base (2016) Model

- Reviewed model performance with Canadian Pacific (CP)

Future (2020) No Build Model

- Freight growth for 4 years @ 2%, compounded annually, existing plus planned, programmed and budgeted infrastructure improvements

Future (2020) Build Model, TCMC Added

- Infrastructure added for delay mitigation

TCMC Key Congestion Areas & Infrastructure Improvements

- Winona, MN
 - Expand track to permit local freight operations off main line
- La Crosse, WI and River Junction, MN
 - Improve junction with Marquette Subdivision
 - Expand yard to permit switching off main line
 - Extend siding east of La Crosse to provide more main line capacity

TCMC Engineering and Cost Estimates

Conceptual Engineering

- Design Criteria
- Update Corridor Schematic
- Evaluate approximate limits of construction and right-of-way and utility impacts
- Develop conceptual design plans

Cost Estimates – unit price basis with per state breakout

- Trackwork
- Earthwork
- Structures
- Site work
- Right-of-way & Utility Impacts
- At-grade crossings
- Signal & Communication

TCMC Next Steps

- August - September
 - Complete conceptual engineering plans for proposed infrastructure improvements
 - Develop capital cost estimates for proposed infrastructure improvements
- September - October
 - Public meetings
 - Agency coordination meeting
- Obtain Funding/Initiate Phase 2 of Study
 - Environmental review process and preliminary design
 - Service Development Plan



Illinois Department
of Transportation



mn DEPARTMENT OF
TRANSPORTATION

Questions?

Praveena Pidaparthi

praveena.pidaparthi@state.mn.us

651-366-3199

Twin Cities - Milwaukee - Chicago (TCMC) Intercity Passenger Rail Service Phase 1 Study

September 2016

Project Partners

Federal Railroad
Administration

Minnesota Department of
Transportation

Wisconsin Department of
Transportation

Illinois Department of
Transportation

Ramsey County Regional
Railroad Authority

La Crosse Area Planning
Committee

Minnesota High Speed Rail
Commission

Contact Information

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MnDOT
praveena.pidaparathi@state.mn.us
(651) 366-3199

Arun Rao
WisDOT
arun.rao@dot.wi.gov
(608) 266-3015

Elliot Ramos
IDOT
elliot.ramos@illinois.gov
(312) 793-0478

Study Purpose and Background

The Minnesota Department of Transportation (MnDOT), Wisconsin Department of Transportation (WisDOT) and their partners are initiating the Twin Cities - Milwaukee - Chicago (TCMC) Intercity Passenger Rail Service Phase 1 Study to improve passenger rail service between the Twin Cities and Chicago, Illinois and station communities in between. The project seeks to implement a second daily round trip passenger train on the Empire Builder route to improve mobility and increase reliable travel options, while minimizing capital investment. The proposed service would follow Amtrak's existing long distance Empire Builder route with termini at Chicago Union Station and Union Depot in Saint Paul.

Corridor Map



This project is based on recommendations of Amtrak's 2015 feasibility report on the proposed service. The recommendations include:

- Completing a next phase of study on an initial start-up service between Chicago Union Station and Union Depot in Saint Paul, serving all existing stations plus the Milwaukee Airport Rail Station
- Perform more detailed modeling and schedule development and refinement
- Determining how the trains will be operationally integrated with the Hiawatha Service between Milwaukee and Chicago and with freight trains along the entire corridor

Study Purpose and Background (continued)

- Determining cost sharing of the state operating support and capital costs
- Refining capital needs through coordination with the Federal Railroad Administration (FRA) and the host railroads
- Exploring equipment options

The favorable ridership and revenue projections identified in the feasibility report supported a more detailed study of the proposed service. MnDOT and its partners are completing the detailed study of the service in two phases. This first phase will evaluate alternatives for track and other infrastructure improvements required for a second round trip, along with anticipated costs. Phase 2 of the project will complete environmental analysis and generate a service development plan.

Scope of Work

- Pre-NEPA (National Environmental Policy Act) tasks to prepare a Purpose and Need Statement and an Alternatives Analysis that fulfills state and federal environmental requirements
- An operations analysis to evaluate and determine how the TCMC frequency can be operated most efficiently with freight trains on the Saint Paul to Chicago corridor and integrate with the Hiawatha schedule between Milwaukee and Chicago
- Evaluation of railroad infrastructure improvements needs and conceptual engineering of those improvements to ensure the states become eligible for federal funding and allowing the project to advance toward implementation
- Development of capital cost estimates for approved infrastructure improvements based on the conceptual designs
- Stakeholder and public agency involvement

Funding

Primary funding for Phase 1 study is being provided by Wisconsin Department of Transportation and Ramsey County Regional Railroad Authority. In addition, Minnesota High Speed Rail Commission and La Crosse Area Planning Committee are providing contingency funding for the study.

Schedule

Schedule Timeline	Summer 2016	Fall 2016	Winter 2016	Spring 2017	Summer 2017
Project management					
Pre-NEPA tasks					
Operations analysis					
Infrastructure improvements and conceptual engineering					
Capital cost estimates					
Stakeholder and public agency involvement					*

* public meeting

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
AUGUST 22, 2017 - 9 a.m.

PUBLIC HEARING
Rush Line Corridor Locally Preferred Alternative

PLEASE SIGN IN BELOW

	NAME	CITY OF RESIDENCE	EMAIL / PHONE #
8/21/17	Kai Huot-Link	Maplewood	Kai.jurgen@yahoo.com 651.234.7636
8/21/17	Marie Ellis	Minneapolis	Marie@SaintPaulChamber.com 612.518.0612
	Dennis Buchanan	Maplewood	clin-din@comcast.net 651.207.7267
	Kevin Berglund	Minnetonka	telldia@hotmail.com
	Greg Copeland	St. Paul	651-776-1894 gregcopeland@entirelink.net
	Jackie Levor	Arden Hills	

Sign - JP

Name

city of residence

1.

Jaske DeVore

Arden Hills

2.

Denise Bricher

Maplewood

3.

4.



Talking points for Ramsey County Railroad Authority 8/22/17

- The Saint Paul Area Chamber of Commerce (SPACC) would like to emphasize our continuing support for the Rush Line Corridor project connecting downtown St. Paul via Union Depot to White Bear Lake.
- The Rush Line is a vital element to connecting people working and living in the east metro.
- The Rush Line will provide a much needed connection for the East Metro, facilitating increased growth opportunities for businesses and their employees.
- There is a need for connectivity between the north-end suburbs and Saint Paul and the Rush Line will provide that connection.
- Transit has become essential for businesses to attract new employees and the Rush Line will facilitate access to good jobs in a reliable, consistent matter.
- High quality transit in a dedicated guideway will create value for employers, employees, clients, customers, and residents along the corridor.
- The Saint Paul Area Chamber of Commerce strongly supports the creation of a transit line that provides reliable and consistent access so that the businesses and residents of the area can benefit from our shared success.



Affidavit of Publication

State of Minnesota }
County of Ramsey } SS

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

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

(B) The printed PUBLIC HEARING NOTICE
which is attached was cut from the columns of said newspaper, and was printed and published once each
week, for 1 successive weeks; it was first published on WEDNESDAY, the 9TH day of
AUGUST, 20 17, and was thereafter printed and published on every _____ to and
including _____, the _____ day of _____, 20____; and printed below is a copy of
the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and
kind of type used in the composition and publication of the notice:

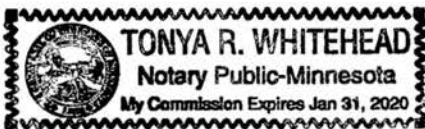
*ABCDEFGHIJKLMNPOQRSTUVWXYZ
*ABCDEFGHIJKLMNPOQRSTUVWXYZ
*abcdefghijklmnopqrstuvwxyz

BY: E. Kitty Sundberg
TITLE LEGAL COORDINATOR

Subscribed and sworn to before me on
this 9TH day of AUGUST, 20 17.

Tonya R. Whitehead
Notary Public

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



RATE INFORMATION

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

**RAMSEY COUNTY
REGIONAL RAILROAD
AUTHORITY**

**PUBLIC HEARING NOTICE
REGARDING SUPPORT FOR THE
RUSH LINE CORRIDOR LOCALLY
PREFERRED ALTERNATIVE**

NOTICE IS HEREBY GIVEN that the Ramsey County Regional Railroad Authority ("a political subdivision of the State of Minnesota") will hold a public hearing at 9:00 a.m., or as soon thereafter as possible, on Tuesday, August 22, 2017 in the Council Chambers, third floor Court House, 15 West Kellogg Boulevard, St. Paul, Minnesota, to accept comments on the proposed support for the Rush Line Corridor Locally Preferred Alternative.

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(Review: Aug. 9, 2017)

Affidavit of Publication

State of Minnesota }
County of Ramsey } SS

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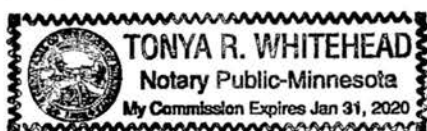
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BY: E. Kitty Sundberg
TITLE LEGAL COORDINATOR

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Tonya R. Whitehead
Notary Public

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REGIONAL RAILROAD
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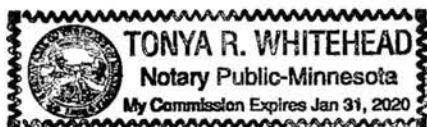
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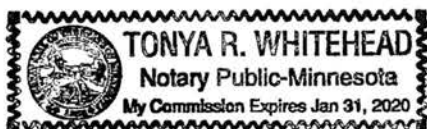
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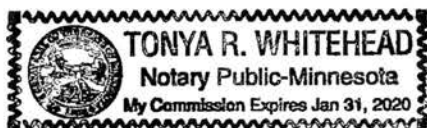
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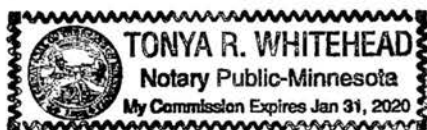
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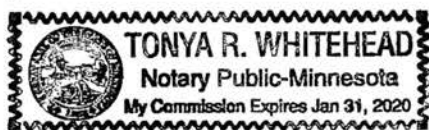
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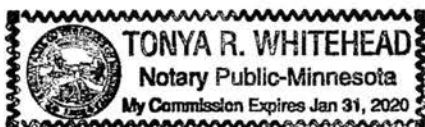
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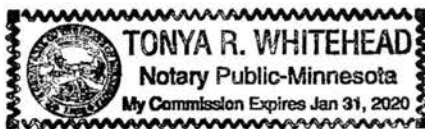
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NOTICE IS HEREBY GIVEN that the Ramsey County Regional Railroad Authority ("a political subdivision of the State of Minnesota") will hold a public hearing at 9:00 a.m., or as soon thereafter as possible, on Tuesday, August 22, 2017 in the Council Chambers, third floor Court House, 15 West Kellogg Boulevard, St. Paul, Minnesota, to accept comments on the proposed support for the Rush Line Corridor Locally Preferred Alternative.

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Following the public hearing, the Ramsey County Regional Railroad Authority will consider a resolution supporting the Rush Line Corridor Locally Preferred Alternative.

Additional information about the Rush Line Corridor Locally Preferred Alternative can be found at www.rushline.org. Any person wishing to express an opinion on the matters to be considered at the public hearing will be heard orally or in writing. Anyone who intends to testify, and/or is in need of reasonable accommodations or an interpreter, is requested to contact the Ramsey County Regional Railroad Authority at (651) 266-2760 prior to Tuesday, August 22, 2017.

(Review: Aug. 9, 2017)

The Ramsey County Regional Railroad Authority met in regular session at 9:49 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, Assistant County Attorney.

1. ROLL CALL

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

2. Agenda of September 12, 2017 is Presented for Approval

VOTING

Motion by: Blake Huffman

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			

3. Minutes from August 22, 2017 are Presented for Approval

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			

4. **Amendment 3 with AECOM for the Riverview Corridor Pre-Project Development Study (Resolution R2017-22)**

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 identified for completion by September 30, 2017; and

WHEREAS, The Pre-Project Development Study has actively sought to complete the technical work necessary to inform decision makers and the public; 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 technical analysis and 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 provide more technical analysis and more actively engage 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 February 28, 2018 with a Locally Preferred Alternative selected in the winter of 2017; and

WHEREAS, The addition of five 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 \$250,000; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amendment 3 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 October 1, 2017 through February 28, 2018, in an amount not to exceed \$197,800; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment 3; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to transfer up to \$197,800 from the 2017 Ramsey County Regional Railroad Authority operating budget, to the 2017 Ramsey County Regional Railroad Authority 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.

5. On Track Safety Program (Resolution R2017-23)

VOTING

Motion by: Janice Rettman

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			

WHEREAS, The Ramsey County Regional Railroad Authority is the owner and operator of the Union Depot Multi-modal Transit and Transportation Hub; and

WHEREAS, The Union Depot Multi-modal Transportation and Transit Hub includes multiple terminal tracks located approximately between Jackson Street (west end) and the Division Street Wye (east end) referred to as the Union Depot Railroad and are operated and maintained by the Ramsey County Regional Railroad and are known as the Union Depot Railroad; and

WHEREAS, Amtrak and others use the terminal tracks to provide rail service to Ramsey County and the greater metropolitan area residents and businesses; and

WHEREAS, The terminal tracks are operated and maintained in accordance with Federal Railroad Administration regulations; and

WHEREAS, The Ramsey County Regional Railroad Authority, through the Union Depot Railroad, is committed to operating a safe and efficient railroad with a goal of a 100% accident/incident free railroad; and

WHEREAS, This goal is best achieved through the adoption and periodic updating of an On Track Safety Program in accordance with Federal Railroad Administration regulations to prevent accidents and casualties caused by moving railroad cars, locomotives, or roadway maintenance machines striking roadway workers or roadway maintenance machines; and

WHEREAS, The current On Track Safety Program adopted on September 24, 2013 needs updating to better reflect current railroad safety practices; NOW, THEREFORE BE IT

RESOLVED, The Ramsey County Regional Railroad Authority approves the Union Depot Railroad On Track Safety Program dated September 12, 2017, in accordance with Federal Railroad Administration regulations, to ensure the personal safety of all employees and to provide a safe and reliable environment in the work place.

6. **Support for the Rush Line Corridor Locally Preferred Alternative (Resolution R2017-24)**

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			

WHEREAS, The Rush Line Corridor is an 80-mile travel corridor between St. Paul and Hinckley Minnesota, consisting of urban, suburban and rural communities; and

WHEREAS, A Pre-Project Development Study has been completed to analyze bus and rail alternatives in the 30-mile study area between St. Paul and Forest Lake, which has the greatest potential for significant transit improvements in the near term; and

WHEREAS, The purpose of the Rush Line Corridor Project is to provide transit service that satisfies the long-term regional mobility and accessibility needs for businesses and the traveling public and catalyzes sustainable development within the 30-mile study area; and

WHEREAS, The Pre-Project Development Study was a joint local and regional planning effort conducted by the Rush Line Corridor Task Force and led by the Ramsey County Regional Railroad Authority; and

WHEREAS, After a thorough technical analysis of 55 potential route segments and 7 transit modes and extensive public engagement through the Pre-Project Development Study Alternative 1 has been identified as the Locally Preferred Alternative; and

WHEREAS, The Locally Preferred Alternative includes the definition of the mode, conceptual alignment and general station locations which can be refined through further environmental and engineering efforts; and

WHEREAS, Alternative 1 best meets the project's purpose and need and would likely qualify for Federal Transit Administration New Starts funding; and

WHEREAS, Alternative 1 is defined as Bus Rapid Transit within a dedicated guideway generally along Phalen Boulevard, Ramsey County Regional Railroad Authority right-of-way and Trunk Highway 61, extending approximately 14 miles, and connecting Union Depot in downtown St. Paul to the east side neighborhoods of St. Paul and the Cities of Maplewood, Vadnais Heights, Gem Lake and White Bear Lake (see attached figure); and

WHEREAS, Alternative 1 would be co-located with the Bruce Vento Trail through the portion of the route that utilizes the Ramsey County Regional Railroad Authority right-of-way; and

WHEREAS, The next phase of the project will include environmental analysis under the Federal and State environmental review processes to avoid, minimize, and mitigate potential impacts while maximizing mobility, accessibility and surrounding economic development opportunities; and

WHEREAS, The public will continue to be engaged throughout the environmental review process and subsequent design, engineering and construction phases to ensure that the project is reflective of the needs of the diverse communities within the Rush Line Corridor; and

WHEREAS, A connector bus from White Bear Lake to Forest Lake and other bus service improvements will continue to be explored during the environmental analysis phase of the Project; and

WHEREAS, The comments submitted by agencies, adjacent communities, the business sector and the public during the Locally Preferred Alternative comment period and throughout the duration of the Pre-Project Development Study will be addressed accordingly in the environmental analysis phase of the Project; and

WHEREAS, On August 22, 2017 the Ramsey County Regional Railroad Authority held a Public Hearing for the purpose of taking comments on the selection of the Locally Preferred Alternative for the Rush Line Corridor before considering a resolution of support; Now, Therefore Be It

RESOLVED The Ramsey County Regional Railroad Authority supports the selection of Alternative 1 as the Rush Line Corridor Locally Preferred Alternative; and Be It Further

RESOLVED, The County Manager will work collaboratively with St. Paul, Maplewood, Vadnais Heights, Gem Lake, White Bear Lake, and White Bear Township to undertake and develop station area plans for the proposed BRT station areas based on market conditions, community input, Metropolitan Council guidelines, and expectations for development density, level of activity and design; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority supports the planned Route 54 extension and exploration of other transit improvements within the study area by others including, but not limited to, improved bus service along 35E and to the northern portion of the Rush Line Corridor, the future conversion of Route 54 to Arterial BRT and the consideration of a potential Modern Streetcar along East 7th St to create a more comprehensive transit system; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Chair will transmit this Resolution to the Metropolitan Council to be included in the next update to the region's 2040 Transportation Policy Plan.

7. Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2018 Budget (Resolution R2017-25)

VOTING

Motion by: Jim McDonough

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, Minnesota Statute 275.065 requires the Ramsey County Regional Railroad Authority, as a special taxing district, to certify a proposed maximum tax levy to the Property Tax, Records and Election Services Department (County Auditor) by September 30, 2017; and

WHEREAS, An important provision of Minnesota Statute 275.065 is that the approved tax levy for the 2018 Ramsey County Regional Railroad Authority budget cannot be more than the proposed maximum tax levy certified by the Ramsey County Regional Railroad Authority; and

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

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the proposed maximum tax levy of \$22,524,228 to finance the 2018 Ramsey County Regional Railroad Authority Budget, which in accordance with the Minnesota Statute 275.065, must be certified to the Department of Property Tax, Records and Election Services Department by September 30, 2017.

STATE OF MINNESOTA; COUNTY OF RAMSEY)) SS.

I, Johanna Berg, Acting Director—Ramsey County Regional Railroad Authority, do hereby certify that the foregoing is a true and correct copy of the Resolution R2017-25, adopted by the Ramsey County Regional Railroad Authority on September 12, 2017.

Johanna Berg, Acting Director
Ramsey County Regional Railroad Authority

8. **Corridor Updates (Discussion may be found on archived video)**

9. **Adjournment**

The meeting was adjourned at 10:05 am.


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
September 12, 2017 – ROLL CALL

Call to Order: 9:49 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of September 12, 2017 is presented for approval

Moved: BH

Seconded: VR

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

3. Minutes from August 22, 2017 are presented for approval

Moved: TC

Seconded: MM JM

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

ADMINISTRATIVE ITEMS

4. Amendment 3 with AECOM for the Riverview Corridor Pre-Project Development Study

Moved:

JM

Seconded:

VR

	YEA	NAY	ABSENT
--	-----	-----	--------

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

5. On Track Safety Program

Moved:

JR

Seconded:

TC MM

	YEA	NAY	ABSENT
--	-----	-----	--------

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

6. Support for the Rush Line Corridor Locally Preferred Alternative

Moved:

VR

Seconded:

JM

	YEA	NAY	ABSENT
--	-----	-----	--------

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

POLICY ITEM

7. Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2018 Budget

Moved:

JM

Seconded:

TC

YEA

NAY

ABSENT

Blake Huffman

✓

Jim McDonough

✓

Mary Jo McGuire

✓

Victoria Reinhardt

✓

Janice Rettman

✓

Toni Carter

✓

Rafael Ortega

✓

8. Corridor Updates

9. Adjournment

Meeting adjourned at 10:05 am.



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

AGENDA

Tuesday, September 12, 2017
Immediately following the County Board Meeting

Council Chambers – Third Floor Court House
15 W. Kellogg Blvd., St. Paul, MN 55102

1. ROLL CALL

2. R2017-58 Agenda of September 12, 2017 is Presented for Approval

Approve the agenda of September 12, 2017.

3. R2017-57 Minutes from August 22, 2017 are Presented for Approval

Approve the minutes from August 22, 2017.

ADMINISTRATIVE ITEMS

4. R2017-53 Amendment 3 with AECOM for the Riverview Corridor Pre-Project Development Study

1. Approve Amendment 3 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 October 1, 2017 through February 28, 2018 in an amount not to exceed \$197,800.
2. Authorize the Chair to execute Amendment 3.
3. Authorize the County Manager to transfer up to \$197,800 from the 2017 Ramsey County Regional Railroad Authority operating budget, to the 2017 Ramsey County Regional Railroad Authority project budget for consulting services for public engagement and design activities for the Riverview Corridor Pre-Project Development Study.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

5. R2017-25 On Track Safety Program

Approve the Union Depot Railroad On Track Safety Program dated April 5, 2017, in accordance with Federal Railroad Administration regulations, to ensure the personal safety of all employees and to provide a safe and reliable environment in the work place.

6. R2017-54 Support for the Rush Line Corridor Locally Preferred Alternative

1. Support the selection of Alternative 1 as the Rush Line Corridor Locally Preferred Alternative.
2. Direct the County Manager to work collaboratively with St. Paul, Maplewood, Vadnais Heights, Gem Lake, White Bear Lake, and White Bear Township to undertake and develop

station area plans for the proposed BRT station areas based on market conditions, community input and Metropolitan Council guidelines and expectation for development density, level of activity and design.

3. Support the planned Route 54 extension and exploration of other transit improvements within the study area by others including, but not limited to, improved bus service along 35E and to the northern portion of the Rush Line Corridor, the future conversion of Route 54 to Arterial BRT and the consideration of a potential Modern Streetcar along E. 7th Street to create a more comprehensive transit system.
4. Authorize Ramsey County Regional Railroad Authority Chair to transmit the resolution to the Metropolitan Council to be included in the next update to the region's 2040 Transportation Policy Plan.

POLICY ITEM

7. R2017-52 Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2018 Budget

Approve the proposed maximum tax levy to finance the 2018 Ramsey County Regional Railroad Authority Budget, in the amount of \$22,524,228.

8. Corridor Updates

9. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-58

Committee: Regional Railroad Authority

Meeting Date: 9/12/2017

SUBJECT: Agenda of September 12, 2017 is Presented for Approval

REQUESTED ACTION

Approve the agenda of September 12, 2017.

ATTACHMENTS

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-57

Committee: Regional Railroad Authority

Meeting Date: 9/12/2017

SUBJECT: Minutes from August 22, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from August 22, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-53

Committee: Regional Railroad Authority

Meeting Date: 9/12/2017

SUBJECT: Amendment 3 with AECOM for the Riverview Corridor Pre-Project Development Study

REQUESTED ACTION

1. Approve Amendment 3 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 October 1, 2017 through February 28, 2018 in an amount not to exceed \$197,800.
2. Authorize the Chair to execute Amendment 3.
3. Authorize the County Manager to transfer up to \$197,800 from the 2017 Ramsey County Regional Railroad Authority operating budget, to the 2017 Ramsey County Regional Railroad Authority project budget for consulting services for public engagement and design activities for the Riverview Corridor 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 extends 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 corridor's Locally Preferred Alternative (LPA).

Work on the Riverview Corridor Pre-Project Development (PPD) Study has progressed. Over 85 engagement events have resulted in contacts with 4,300 people to receive their comments on the study. These events have included open houses and community meetings, regular meetings with district councils and business associations and numerous pop-up meetings and other outreach activities. Additionally, the project maintains an active Facebook page and website. The Riverview Policy Advisory Committee approved narrowing the Universe of Alternatives to 16 Most Promising Alternatives and now narrowing that list to six. These six include:

- No Build
- Arterial Bus Rapid Transit on W. 7th Street
- Modern Streetcar on W. 7th Street
- Modern Streetcar on W. 7th – Ford Site

Amendment 3 with AECOM for the Riverview Corridor Pre-Project Development Study

- Modern Streetcar on W. 7th – CP Spur
- Modern Streetcar on W. 7th – CP Spur – Ford Site

The technical analysis (ridership, costs, travel time, etc.) that resulted in the narrowing of the alternatives to six is currently being presented to the public through a series of open houses, pop-up meetings, presentations, social media and other engagement activities. Information from this engagement will be presented to the Policy Advisory Committee in September in preparation of the Policy Advisory Committee's selection of a Locally Preferred Alternative by the end of 2017.

Despite the progress being made, the study has fallen behind schedule and AECOM has performed work that is considered out-of-scope, although necessary to the study. This work falls into two categories; Technical and Public Engagement.

In March, 2017, the Policy Advisory Committee directed staff to add six alternatives to the list of Most Promising Alternatives. This increased the total from ten to sixteen. Staff was also directed to complete the analysis in three months which led to additional project management activities as well as technical analysis. Additionally, the increase in alternatives coincided with Policy Advisory Committee direction to increase public engagement activities. This has led to the addition of a fourth open house and a public hearing. The public hearing will be held to present the Draft Locally Preferred Alternative to the public prior to Policy Advisory Committee action on it in December 2017. This additional engagement is accompanied by additional project management and public engagement activities.

The need to look at six additional alternatives is necessary due to the Policy Advisory Committee's desire to evaluate bus rapid transit solutions for the corridor that mirror Modern Streetcar/Light Rail for station locations. The existing alternatives focused on comparable travel times resulting in bus alternatives not serving the same stations as rail based alternatives.

The need to complete additional engagement activities provides for more public comment to be received on the study as well as providing an opportunity to continue to focus on reaching a diverse cross-section of the population. The study benefits by providing for a more engaged and educated public.

RCRRA staff requested that AECOM provide a budget with a list of out-of-scope work tasks and a revised schedule to complete the required increased level of effort. AECOM and RCRRA staff have finalized these changes and prepared an Amendment to the contract. The Amendment extends the term of the contract to enable completion of the study and provides for the increase in cost associated with the needed additional work and the extension of the term. The Amendment increases the budget by \$197,800 and extends the termination date from September 30, 2017 to February 28, 2018.

Staff requests approval from the RCRRA Board for an Amendment to the Riverview Corridor PPD Study contract in the amount of \$197,800 to complete the study in December 2017.

FISCAL IMPACT

Adequate funding is available in the Ramsey County Regional Railroad Authority 2017 operating budget to cover the \$197,800 cost.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority is required to increase project budgets.

PREVIOUS ACTION

On December 20, 2016 the Ramsey County Regional Railroad Authority approved Amendment 2 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

Amendment 3 with AECOM for the Riverview Corridor Pre-Project Development Study

January 1, 2017 to September 30, 2017 in an amount not to exceed \$525,000 (Resolution R2016-26).

On December 15, 2015, the Ramsey County Regional Railroad Authority approved 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 to December 31, 2016 in an amount not to exceed \$559,557.54 (Resolution R2015-27).

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 (Resolution R2014-12).

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 (Resolution 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 (Resolution 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 (Resolution R2013-19).

ATTACHMENTS

1. Draft Resolution
2. Amendment 3

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 – the Locally Preferred Alternative; and

WHEREAS, The Pre-Project Development Study was scheduled for completion by September 30, 2017; and

WHEREAS, The Pre-Project Development Study has actively sought to complete the technical work necessary to inform decision makers and the public; and

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

WHEREAS, The increased technical analysis and public engagement requires work in addition to that 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 provide more technical analysis and more actively engage the public; and

WHEREAS, The out-of-scope activities have required extending the timeline for the study and increasing the budget; and

WHEREAS, The study timeline needs to be extended to February 28, 2018 with a Locally Preferred Alternative selected in the winter of 2017-18; and

WHEREAS, The addition of five months to the study timeline, completion of out-of-scope work and maintaining high levels of public engagement results in an increased cost of \$197,800; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amendment 3 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 October 1, 2017 through February 28, 2018, in an amount not to exceed \$197,800; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment 3; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to transfer up to \$197,800 from the 2017 Ramsey County Regional Railroad Authority operating budget, to the 2017 Ramsey County Regional Railroad Authority project budget for consulting services for public engagement and design activities for the Riverview Pre-Project Development Study; and Be It Further

**AMENDMENT 3 TO AGREEMENT BETWEEN RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY
AND AECOM TECHNICAL SERVICES, INC. FOR THE RIVERVIEW
CORRIDOR PRE-PROJECT DEVELOPMENT STUDY**

THIS AMENDMENT 3 TO AGREEMENT ("Amendment 2") is made as of September 30, 2017 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").

WHEREAS, RCRRA and Contractor entered into an Agreement dated July 10, 2014, for professional consulting services on the Riverview Corridor Pre-Project Development Study ("Agreement") with a term from July 10, 2014 through December 31, 2015; and

WHEREAS, RCRRA and Contractor amended the Agreement (Amendment 1) to extend the term through December 31, 2016 (the Agreement as amended is referred to as the "Agreement"); and

WHEREAS, RCRRA and Contractor amended the Agreement (Amendment 2) to extend the term through September 30, 2017 (the Agreement as amended is referred to as the "Agreement"); and

WHEREAS, RCRRA and Contractor desire to further extend the term of the Agreement through February 28, 2018; and

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

WHEREAS, RCRRA and Contractor desire and intend to amend the Agreement to include additional services shown on Attachment A to this Amendment 3, and to include the cost of the additional services of \$197,800.00 in the maximum not-to-exceed costs to be paid by the RCRRA to Contractor pursuant to the Agreement, to result in a total amount of \$2,732,857.54

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

1. The Contractor shall provide the additional services shown on Attachment A attached to this Amendment 3, which is incorporated into the Agreement, and the maximum not-to-exceed amount to be paid to the Contractor in accordance with the schedule of costs and other terms and conditions of the Agreement is increased by \$197,800.00 as shown on Attachment A, which is incorporated into the Agreement, to increase the total maximum not-to-exceed amount of the Agreement from \$2,009,557.54 to the total amount of \$2,732,857.54 inclusive of fees and reimbursable expenses.
2. The Agreement is amended to extend the term through February 28, 2018.

Except as modified herein, the parties reaffirm the terms and conditions of the Agreement, and the Agreement remains in full force and effect.

WHEREFORE, this Amendment 3 is duly executed on the last date written below.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

**AECOM TECHNICAL
SERVICES, INC.**

Rafael E. Ortega, Chair

Date: _____

Approval recommended:

_____, Interim Director
Ramsey County Regional Railroad Authority

Date: _____

Approved as to form:

Paul Zisla
Assistant County Attorney

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Attachment A

MEMORANDUM

Date: August 14, 2017

To: Mike Rogers, Project Manager, RCRRA

From: April Manlapaz, Project Manager, AECOM Consultant Team

Topic: Revised Draft Summary of Amendment #3
Riverview Corridor Pre-Project Development Study

Per your request, this memorandum summarizes the scope and anticipated budget and schedule impacts of the following additional tasks to the AECOM Team's current contract:

Scope

- A. Definition and evaluation of six (6) additional BRT alternatives per the Policy Advisory Committee (PAC) direction, February-March 2017
 - Apply five (5) of 27 detailed evaluation criteria (travel time, ridership, capital cost, O&M cost, and cost per rider)
 - Separate memorandum documenting summary definition and analysis.
- B. LPA – Public hearing and refinement (prior to final approval by the PAC)
 - Public hearing: Similar to the Rush Line Corridor Study, we have scoped this task to include logistics, staffing, and production of two new boards.
 - LPA refinement: Refine select draft LPA characteristics based on public comments and subsequent PAC direction after the fourth round of open houses in July-August 2017.
 - Draft LPA characteristics are limited to one round of refinements to the conceptual service plan, station locations, capital cost, O&M cost, current year ridership, and 2040 ridership.
 - Determine the draft LPA's potential ratings under the current FTA New Starts/Small Starts benchmarks. This work is limited to information that is available based on the AECOM Team's work on cost and ridership.
 - Develop large-format map illustrating the draft LPA concept alignment and general station locations.
- C. Other additional work completed
 - Development, analysis, and documentation of two additional Most Promising Alternatives (currently scoped and budgeted for eight).
 - Preparation for and conduct of 14 additional PMT meetings to support PAC understanding of draft detailed definition and evaluation of alternatives.



Budget Impact

The estimated budget for the foregoing scope is \$259,700.

Task	Estimated Cost
A. Definition and evaluation of six additional BRT alternatives:	\$ 118,000
B. LPA – Public hearing and refinement	\$ 38,800
C. Other additional work completed	\$ 103,000
Total	\$ 259,700

Contingency and Consultant Adjustments

Item	Estimated Cost
Contingency – Drawdown authorized by RCRRA on June 23, 2017	\$ 30,000
Scope adjustments	\$ 10,500
Cost absorbed by AECOM	\$ 21,400
Total	\$ 61,900

Additional Funding Requested \$197,800

Schedule Impact

- A. Definition and evaluation of six additional BRT alternatives: As discussed with the PAC in February-March 2017, this work would require three to six additional months to complete the technical work and review the draft results with the PMT, TAC, and PAC. We also advised the PAC that that approximately two-thirds of this time is associated with the review process. The PAC's direction at their March 2017 meeting was to complete this work in three months.
- B. LPA – Public hearing and refinement: We anticipate this additional work to require two months. This timeline is reflected in the proposed contract end date of February 28, 2018.
- C. Other additional work completed: No anticipated schedule impact.

In summary, we anticipate the need to extend the AECOM Team's existing contract term by five months, from an end date of September 30, 2017 to February 28, 2018.

Attachments

- Attachment A: Annotated work plan
- Attachment B: Estimated level of effort



Attachment A

Riverview Corridor Pre-Project Development Study

Rev 3.0 – 20170813

Revised per Amendment 2: 21 December 2016

Revised per Amendment 1: 4 January 2016

Original: 17 June 2014

Revised Work Plan

Herein is the revised Work Plan, based on the scope and revised working schedule discussed with the Policy Advisory Committee between March and April 2017. The revised schedule would change the Study's duration by five (5) months, from a completion date of September 30, 2017 to February 28, 2018.

Summary of Revised Project Schedule

From 1 July 2014 through February 28, 2018. (See Appendix A.)

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, 3, 7, 8 and 9, as well as and Technical Memoranda #1 through 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. Assessment of Social, Environmental, and Economic Issues

Memorandum

- Detailed definition and evaluation of six (6) additional BRT Alternatives, per PAC direction 9 March 2017. Applies five of 27 detailed evaluation criteria – travel time, 2040 ridership, capital cost, O&M cost, and cost per rider.

Attachment A

Riverview Corridor Pre-Project Development Study

Rev 3.0 - 20170813

Revised per Amendment 2: 21 December 2016

Revised per Amendment 1: 4 January 2016

Original: 17 June 2014

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 FTA's Capital Investment Grant program (New Starts/Small Starts).

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 for approximately one-half hour to discuss the Project's progress, anticipate/resolve issues, and plan upcoming tasks. The AECOM Team will schedule and prepare 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

Attachment A

Riverview Corridor Pre-Project Development Study

Rev 3.1 – 20170813

Revised per Amendment 2: 21 December 2016

Revised per Amendment 1: 4 January 2016

Original: 17 June 2014

1 Meeting Frequency

2 Generally, the PMT will meet in person or via teleconference once a month to guide the technical work for the Study,
3 including facilitating staff-level, inter-agency coordination. The AECOM Team will schedule and prepare the handouts
4 (agendas, presentations, summary list of decisions/action items) for these meetings.

5 Number of Project Management Team Meetings

- 6 • 2014: Up to five (5)
- 7 • 2015: Up to twelve (12)
- 8 • 2016: Thirteen (13)
- 9 • 2017: Up to 25 meetings
- 10 • 2018: Up to two (2) between January 1, 2018, and February 28, 2018, with up to three AECOM Team
- 11 members.

12 Federal Coordination

13 The AECOM Team will monitor updates to rulemaking on the Federal Transit Administration's (FTA) Capital
14 Investment Program. We will work with the RCRRA and its agency partners to assess the potential applicability of
15 such rulemaking to the Riverview Corridor PPD Study and identify any potential modifications to the Study.

16

17 Deliverables:

- 18 • Preparation for and participation in weekly Study Team meetings
- 19 • Preparation for and participation in PMT meetings
- 20 • PMT meeting agendas and handouts
- 21 • Presentation to the TAC and PAC on current FTA/MAP-21 guidance – Policy guidance on specific
- 22 requirements for Entry into Engineering.

23 2.2: Project Management Plan

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

- 26 • Project organization: Identify project goals, roles and responsibilities of key participants
- 27 • Work scope and schedule: Establish the approach, policies and procedures for undertaking the study
- 28 • Project management, control and monitoring: Develop procedures for quality control and assurance
- 29 • Communications program
- 30 • Quality management plan/procedures
- 31 • Other issues related to project implementation

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

34 Project Schedule

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

Attachment A

Riverview Corridor Pre-Project Development Study

Rev 3.0 - 20170813

Revised per Amendment 2: 21 December 2016

Revised per Amendment 1: 4 January 2016

Original: 17 June 2014

1 Invoice

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

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

9 Deliverables:

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

12 Task 2.3: Quality Management Plan

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

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

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

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

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

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

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

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

Attachment A

Riverview Corridor Pre-Project Development Study

Rev 3.1 – 20170813

Revised per Amendment 2: 21 December 2016

Revised per Amendment 1: 4 January 2016

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

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

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

Deliverables:

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

Task 3: Stakeholder and Public Engagement

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

Attachment A

Riverview Corridor Pre-Project Development Study
Rev 3.0 – 20170813
Revised per Amendment 2: 21 December 2016
Revised per Amendment 1: 4 January 2016
Original: 17 June 2014

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.

Coordination with Metro Transit Service Development and Rail Operations

The purpose of this specific technical working group is to review and coordinate the interface between the Riverview Study and relevant Metro Transit projects including the renovation of the Mall of America Transit Station; review and development of conceptual service plans, rail operations plans, and potential operations and maintenance facilities.

As of 17 October 2016, the AECOM Team has prepared for and conducted six work sessions. These work sessions were not included in the first contract amendment executed 4 January 2016. This revised work plan includes these additional work sessions plus an allowance for four (4) more through 30 September 2017 – for a total of ten (10) work sessions.

Advisory Committee Meetings

The AECOM Team will support TAC and PAC meetings as follows:

- TAC – Preparation of announcements, agendas, information packets, electronic presentations and meeting summaries.
- PAC – Preparation of agendas, electronic presentations, and meeting summaries. (RCRRA will send out the PAC agenda packet.)

Number of Advisory Committee Meetings

- TAC
 - 1 January 2017 – 30 September 2017 (in existing budget, per Amendment #2): Six (6)
 - 1 October 2017 – 28 February 2018: Up to three (3) additional meetings to present public and stakeholder review of draft detailed evaluation results and to prepare for the LPA public hearing in late 2018. As such, these meetings are scoped for a reduced level of AECOM Team involvement – up to three AECOM Team staff in attendance and no new technical analyses to identify the draft LPA.
- PAC
 - 1 January 2017 – 30 September 2017 (in existing budget, per Amendment #2): Six (6)
 - 1 October 2017 – 28 February 2018: Up to three (3) additional meetings, similar in scope and AECOM Team involvement as the TAC meetings for this time period.

Attachment A

Riverview Corridor Pre-Project Development Study

Rev 3.1 – 20170813

Revised per Amendment 2: 21 December 2016

Revised per Amendment 1: 4 January 2016

Original: 17 June 2014

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 Additional Task: Public Hearing

10 The AECOM Team will complete all preparation for one (1) public hearing near the conclusion of the study, before the
11 PAC's final approval of the Riverview Corridor LPA. Up to four staff from the AECOM Team will participate and, if
12 desired by RCRRA, assist in presentations. The scope of this work also includes:

- 13 • Materials/deliverables
 - 14 ○ Meeting announcements
 - 15 ○ Information packet
 - 16 ○ Handouts
 - 17 ○ Up to two (2) new large-format exhibits, based on materials developed for the PMT, TAC, and/or PAC
 - 18 ○ Large-format map illustrating the draft LPA concept alignment and general station locations.
 - 19 ○ Wayfinding signs
 - 20 ○ Summary of comments, including transcript
- 21 • Logistics
 - 22 ○ Identify and reserve venue
 - 23 ○ Develop and distribute meeting announcement
 - 24 ○ Prepare news releases for RCRRA distribution
 - 25 ○ Prepare materials for the project website
 - 26 ○ Arrange for meeting refreshments and room set-ups
 - 27 ○ Court reporter to transcribe public hearing proceedings

28 See Attachment E-1 for additional details.

29 Community and Stakeholder Meetings

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

- 32 • Up to twenty-two (22) budgeted and conducted as of 11 September 2015
- 33 • Up to five (5) meetings in downtown Saint Paul, W. 7th Street, and Highland Park (as approved by the PAC
34 14 May 2015)

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

- 40 • Additional community meetings in which only AECOM staff prepared for and/or participated in as of
41 7 April 2017:
 - 42 ○ 3 November 2017 at Shalom Home

Attachment A

Riverview Corridor Pre-Project Development Study

Rev 3.0 - 20170813

Revised per Amendment 2: 21 December 2016

Revised per Amendment 1: 4 January 2016

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- 1 ○ 2 March 2017 Minneapolis neighborhood (Longfellow, etc.) meeting
- 2 ○ 8 March 2017 in Highland Park

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

6 *Coordination with Minnesota Design Center*

7 As directed by the RCRRA Project Manager, AECOM will provide technical assistance in the Minnesota Design
8 Center's development of peer system research, physical models, and digital models.

9 *Foreign Language Interpretation/Translation*

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

13 **Task 3.5: Community Milestone Notification/Project Communications**

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

- 18 • E-mail blasts
- 19 • Press releases
- 20 • Website announcements
- 21 • Social media posts
- 22 • Postcard mailings
- 23 • Video clips

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

26 **Task 3.6 Visualization and Video**

27 *Visualization*

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

30 *Educational Video*

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

Attachment A

Riverview Corridor Pre-Project Development Study

Rev 3.1 - 20170813

Revised per Amendment 2: 21 December 2016

Revised per Amendment 1: 4 January 2016

Original: 17 June 2014

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

8 **Task 3.7: Non-Traditional Engagement**

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

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

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

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

26 *Pop-Up Meetings*

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

- 35 • Up to twenty (20) pop-up meetings as originally scoped
- 36 • Up to ten (10) additional pop-up meetings at activity/transit centers along the W. 7th Street corridor (within
37 the City of Saint Paul); this additional number accounts for the study's revised end date to
38 31 December 2016
- 39 • Up to seven (7) pop-up meetings at community events along the W. 7th Street corridor (within the City of
40 Saint Paul); this additional number accounts for the study's revised end date to 31 December 2016

Attachment A

Riverview Corridor Pre-Project Development Study

Rev 3.0 – 20170813

Revised per Amendment 2: 21 December 2016

Revised per Amendment 1: 4 January 2016

Original: 17 June 2014

1 Virtual Meetings

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

13 Deliverables:

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

27 Task 4: Market Analysis

28 Task 4.1: Transit Travel Demand Market Analysis

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

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

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

- 37 • Trip length
- 38 • Trip type
- 39 • Time of day
- 40 • Origin and destination of trips. For example, the following figure shows observed work and non-work transit
41 trips to MSP from the current TBI On Board survey.
- 42 • Other modes available

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- Low income households and trips
- Zero car households and trips
- Existing transit service, including the local, limited, and express bus routes in the corridor, at St. Paul Union Depot, the airport, and the Mall of America
- Proposed transit service.

Task 4.2: Development/Employment Market Analysis

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

Roundtable with Real Estate Professionals

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

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

TOD Implementation Plan

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

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

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

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

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

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

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

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

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

Deliverables:

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

Task 5: Problem Statement, Goals and Objectives

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

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

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

6 Deliverables:

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

10 Task 6: Development and Screening of Initial Alternatives

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

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

- 24 • No-Build (assume only programmed roadway and transit service expansion)
- 25 • Bus Rapid Transit (BRT)
- 26 • Streetcar
- 27 • Light Rail Transit (LRT)
- 28 • Commuter Rail
- 29 • Express Bus

30 Both the No-Build and Build alternatives will assume the improvements to regional highway infrastructure, transit
31 service and infrastructure, consistent with the region's 2040 Transportation Policy Plan. The team will collaborate
32 with the Metropolitan Council in developing accurate characteristics for these alternatives.

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

37 The Build alternatives will be combined with a No-Build alternative and carried forward for development and
38 evaluation through this Riverview Corridor PPD study. Considerations when defining the No-Build alternative include
39 a review of the Metropolitan Council's Transportation Policy Plan, FTA CIG (New Starts/Small Starts) project
40 justification criteria, and FTA NEPA regulations.

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Task 6.1: Transit Alignments and Guideway

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

- Union Depot
- Downtown St. Paul
- West 7th Street
- Schmidt Brewery
- Victoria Park
- Ford Plant
- Davern Street
- Minneapolis-St. Paul International Airport
- Mall of America
- Bloomington South Loop

Task 6.2: Transit Modes

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

Deliverables:

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

Task 7: Technical Evaluation of Detailed Alternatives

This task has a two-step approach:

- Technical Screening – Evaluate conceptual alternatives/ results of Task 6. These alternatives and evaluation criteria are still relatively high-level. The Technical Screening results will identify the transit mode and alignments that define the Most Promising Alternatives for Detailed Evaluation.
- Detailed Evaluation of Most Promising Alternatives – Apply full set of detailed criteria such as ridership forecasts, cost estimates, and potential adjacency effects of each alternative, including the No-Build alternative.

This revised work plan reflects development and analysis of up to ten (10) Most Promising Alternatives, including the No-Build and Arterial BRT on W. 7th Street. The following narrative (Tasks 7.1 through 7.7) applies to these ten Most Promising Alternatives. Task 7.8 applies to the six additional BRT alternatives that the PAC directed staff to analyze at their meeting March 9, 2017. This analysis and the accompanying documentation is separate from that described under Tasks 7.1 through 7.7.

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1 Task 7.1: Conceptual Operating Plan

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

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

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

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

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

23 Deliverables:

- 24 • Project Technical Memorandum: Operating Plans for up to 10 Most Promising Alternatives
- 25 • Incorporate Operating Plan methodology and characteristics into Detailed Definition of Alternatives
- 26 Technical Report

27 Task 7.2: Ridership Forecast

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

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

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

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

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

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

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

13 For the shopping trips, the MOA survey will be useful to see if any adjustments are needed to the Home-Based
14 Shopping (HBSHOP) trip distribution parameters to account for the regional "draw" of the Mall of America.

15 The model enhancement and development will be done with Metropolitan Council modeling staff and incorporate their
16 Regional Transitway Guidelines.

17 Ridership forecasts will be prepared for those alternatives advanced from the screening process into Task 7 for the
18 horizon year.

19 For each alternative, ridership forecasts will be summarized (but not limited to) the following ways:

- 20 • Project trips (per the FTA definition – including transit-dependents)
- 21 • Boardings on Corridor Routes
- 22 • Change in System Boardings and Riders (linked trips)
- 23 • Rides/in-service hour/alternative
- 24 • Change in regional vehicle-miles-traveled
- 25 • Other measures necessary for FTA CIG evaluation of the LPA (New Starts/Small Starts)

26 Forecasts will be reviewed for consistency with forecasts in the Highway and Arterial Transitway Corridor Studies,
27 Regional Transitway Guidelines, Saint Paul Streetcar Feasibility Study, and other studies, as needed.

28 *Bases of travel demand forecasts:*

- 29 • 2040 forecasts from the Metropolitan Council as of July 2015
- 30 • 2010 base year
- 31 • Route 54 fare data
- 32 • Arterial BRT – Incorporate 2016 on-board survey for the A Line, as provided by the Metropolitan Council.

33 *Deliverables:*

- 34 • Project Report: Travel Demand Forecasting Methodology
- 35 • Travel demand forecasting model output, assessment of output; and all model input and work files.

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1 Task 7.3: Capital Cost Estimates

2 The AECOM Team will work with the project team to arrive at a logical, defensible, and consistent definition of capital
3 costs associated with No-Build and Build alternatives. This approach has successfully been employed in in
4 contemporary alternatives analysis studies within the Twin Cities, including Bottineau, Nicollet-Central, Midtown/Lake
5 Street, and Robert Street. This approach allows decision-makers the ability to effectively compare each project's
6 relative merits and increases efficiencies by not "reinventing the wheel" for each Twin Cities transitway planning
7 project. Because there are numerous Twin Cities transitways under study, a deliberate and focused approach is likely
8 appropriate to keep stakeholders and the public engaged throughout the process.

9 The AECOM Team proposes using the methodology employed in the Nicollet-Central Transit Alternatives Study as a
10 foundation; its LPA was adopted by the Minneapolis City Council adopted in October 2013. This methodology
11 combined local information from the Southwest LRT Project Office, Central Corridor LRT and national projects.
12 Depending on the detailed alternatives identified for the Riverview Corridor PPD, other refinements may need to be
13 made.

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

22 While capital costing is important, the definition of route segments is a function of multiple factors. Ridership and
23 economic development benefits will also shape the discussion and definition of the LPA.

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

27 Costs will be presented by standard cost category and should be consistent with FTA CIG program (New Starts/Small
28 Starts) program requirements for calculating and presenting cost estimates. Total and annualized capital costs will be
29 generated in current dollars.

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- 1 The original scope of work included development of capital cost estimates for the base alternative. As part of Task 8
2 and per PAC direction, the AECOM Team also developed additional capital cost estimates for sub-alternatives within the
3 following sub-areas:

Sub-Area	Base Alternative(s)	Additional Alternatives
1. Seven Corners	a. W. 7 th St	a. One-way pair of W. 7th St and Smith Ave b. Smith Ave transit mall
2. Trunk	a. W. 7 th St b. CP Spur generally between Toronto and St. Paul Ave	
3. Ford Site	a. CP Spur b. St. Paul Ave	
4. TH 5 Rail Crossing	a. New rail, pedestrian, and bike bridge adjacent to existing TH 5 bridge b. Reconstruct existing TH 5 bridge as four-lane freeway plus dedicated lanes for rail transit, pedestrian path, and bike path	
5. Historic Fort Snelling (HFS) and Blue Line Tie-In	a. At-grade rail station at HFS and Blue Line tie-in at Fort Snelling Station (over TH 55)	a. Underground rail station at HFS b. Blue Line tie-in via Bloomington Rd (under TH 55)
6. Bloomington South Loop	a. Use existing Blue Line infrastructure, with allowances	a. Elevated Riverview rail system and station at MOA (24 th Ave and Killebrew Dr) b. New Riverview rail system via 82 nd St, with elevated station at MOA

4 Deliverables:

- 5
- 6
- 7
- Project Report: Capital Cost Estimating Methodology
 - Basis of Estimate Report – Capital cost calculations and technical support materials in electronic format (one draft and one final) for up to 10 Most Promising Alternatives

8 Task 7.4: Operating and Maintenance Cost Estimates

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

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

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- 1 O&M cost estimates will then be prepared for each project alternative, with costs broken down by type of service.
2 Costs estimates will be documented in an O&M Cost Methodology and Results report.
- 3 Operating cost drivers will include frequency (including frequency by period), travel time (function of speed and
4 distance), cycle time (travel plus layover), cost/in-service hour, cost/ride by alternative and service span. All
5 assumptions made will be defined. Operating and maintenance costs will be generated in dollars for targeted year-of-
6 opening.
- 7 *Deliverables:*
8
 - Project Report: Operating and Maintenance Cost Estimating Methodology
- 9 **Task 7.5: Transportation System Issues**
- 10 Riverview Corridor project alternatives are going to have varying impacts on existing and proposed transportation
11 systems. Those impacts will be measured through the PPD Study process. Examples of impacts to be measured
12 include:
- 13
 - Transit Operations
 - 14 • Traffic Operations
 - 15 • Freight and/or Intercity Passenger Rail Impacts
 - 16 • Bicycle and Pedestrian Impacts
- 17 *Transit Operations*
- 18 The evaluation of an alternative's impacts on transit operations could include changes in the Riverview Corridor's
19 ridership, transit travel times, service levels, and a high-level assessment of transit productivity relative to the No-
20 Build alternative. This assessment will also consider the operational capacities of the Blue Line and/or Green Line
21 LRT infrastructure relative to rail transit alternative(s) that would share track and signal systems.
- 22 *Traffic Operations*
- 23 The traffic operations evaluation is proposed to include a high level evaluation of the alternative impacts of
24 alignments and modes on the Riverview Corridor. West Seventh Street is primarily a city street providing connectivity
25 to business and residences in the area. Shepard Road is a 4 lane divided arterial with more limited access in the
26 corridor. The Mississippi River Crossing of TH 5 is a limited access section of highway and is being evaluated for the
27 potential realignment of the TH 5/Shepard Road interchange area. This is a key area that provides connections to I-
28 35E, TH 5, and eventually I-494 in the corridor.
- 29 The traffic evaluation would include evaluating the capacity impacts to streets and intersections in the corridor based
30 on mode and potential alignment location. Street-running modes, such as BRT or streetcar would also consider
31 impacts to intersections from transit priority operation.
- 32 An enhanced bus or modern streetcar alternative could provide an opportunity to implement Transit Signal Priority
33 (TSP) to improve traffic signal progression for transit vehicles. TSP provides transit an advantage by providing an
34 early or extended green to the mainline transit corridor to help keep transit vehicles moving on schedule. TSP in
35 addition to signal coordination in a corridor helps make transit vehicles move more efficiently in the corridor. The
36 traffic signals are programmed to provide a range of early and/or extended green. TSP applications for enhanced
37 bus or modern streetcar would most likely be implemented by using an emitter technology (Metro Transit is currently
38 using a similar system on Central Avenue). TSP is a different mode of operation than full preemption, where transit
39 receives the "green" while other phases are truncated.

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1 The traffic analysis will include a high-level evaluation of the following elements:

- 2 • Measures of Effectiveness (MOEs) developed for segments and intersections based on existing data.
- 3 • Evaluation of the impacts of existing geometry on traffic operations and/or safety with a transit operating
- 4 environment (dedicated vs. shared use). Key areas on West 7th Street include skewed intersections and
- 5 other complex geometry.
- 6 • Potential on-street parking impacts on W. 7th St and other alignment segments. This high-level assessment
- 7 does not include potential parking impacts on cross-streets or off-street parking facilities.

8 *Freight and/or Intercity Passenger Rail Impacts*

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

12 *Bicycle and Pedestrian Impacts*

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

15 *Deliverables:*

- 16 • Project Technical Memorandum: Assessment of Transportation Issues in electronic format (one draft for
- 17 review by RCRRA, one draft for review by PMT; one draft for TAC; one draft for PAC; one final for PAC
- 18 approval) for up to 10 Most Promising Alternatives
- 19 • Evaluate bicycle and pedestrian connections and access to each of the alternative alignments and potential
- 20 station locations based on existing facilities, planned facilities and new facility considerations.
- 21 • Resource agency meeting preparation and attendance

22 **Task 7.6: Community Issues**

23 This assessment will include an evaluation of both positive and negative impacts to local communities of each
24 alternative that considers existing and future land use and zoning and short-term and long-term economic
25 development.

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

31 Using GIS data, we will survey population density and employment within a half-mile of each station, as specified in
32 the FTA CIG (New Starts/Small Starts) Land Use Criterion. In addition, we will examine these other aspects of
33 existing land use specified in the FTA Guidance:

- 34 • The qualitative character of land use and development in each station area, and the quality of existing
- 35 station area pedestrian facilities
- 36 • The proportion of existing "legally binding affordability restricted" housing within one-mile of station areas to
- 37 the proportion of "legally binding affordability restricted" housing in the counties through which the project
- 38 travels

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

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

Deliverables:

- Project Technical Memorandum: Assessment of Community Issues for up to 10 Most Promising Alternatives – In electronic format (one draft for concurrent review by RCRRA and PMT; one draft for TAC; one draft for PAC; one final for PAC approval).

Task 7.7: Social, Environmental and Economic Issues

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

TOD vs. Employment-Oriented Transit

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

Economic Development

The FTA CIG (New Starts/Small Starts) economic development criterion is meant to evaluate the degree to which future transit-supportive development is likely to occur, based in the first instance on a review of relevant plans and policies.

The revised economic development criterion looks at six different types of plans and policies: growth management; transit-supportive corridor plans, including local comprehensive plans and zoning; tools to implement land use policies; performance of land use policies; the potential impact of the project on regional land use; and, for the first time, plans and policies to maintain or increase affordable housing in the corridor.

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

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

- Station locations vs. varying land uses/development patterns between downtown Saint Paul, along West Seventh Street, across the Mississippi River, to the MSP Airport and Mall of America in Bloomington

Attachment A

Riverview Corridor Pre-Project Development Study

Rev 3.0 - 20170813

Revised per Amendment 2: 21 December 2016

Revised per Amendment 1: 4 January 2016

Original: 17 June 2014

Historic Properties

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

In addition to land use and economic development considerations, the AECOM Team will utilize existing information (to the extent possible), including Metro GIS, to provide a screening level assessment of environmental issues.

Issues that will be covered in this analysis include:

- Social
 - Land use and socio economics
 - Neighborhoods, community services, and community cohesion
 - Acquisitions and displacements/relocations
 - Visual quality and aesthetics
 - Safety and security
 - Environmental Justice
- Environmental
 - Noise and Vibration
 - Parks
 - Historic and cultural resources
 - The following evaluation criteria will be addressed as part of a future environmental review of the LPA:
 - Geology, groundwater resources
 - water resources
 - Biota and habitat
 - Threatened and endangered species
 - Air quality
 - Hazardous/regulated materials
 - Electromagnetic interference and utilities
 - Energy
- Economic
 - Economic conditions
 - Station area development
 - Development effects

Deliverables:

- Project Technical Memorandum: Assessment of Social, Environmental, and Economic Issues for up to 10 Most Promising Alternatives – In electronic format (one draft for review by RCRRA, one draft for PMT review; one draft for TAC; one draft for PAC; one final for PAC approval).

Task 7.8: Analysis of Six Additional BRT Alternatives

Evaluate six additional BRT alternatives using the equivalent alignments illustrated in the booklet, 'Most Promising Alternatives,' January 2017. The purpose of this additional analysis is to illustrate a one-to-one correspondence between station areas served by BRT and Rail alternatives using the same general alignment between downtown Saint Paul and Bloomington South Loop. Namely, the six alternatives would serve the three additional stations herein:

Attachment A

Riverview Corridor Pre-Project Development Study

Rev 3.1 - 20170813

Revised per Amendment 2: 21 December 2016

Revised per Amendment 1: 4 January 2016

Original: 17 June 2014

- 1 • Historic Fort Snelling
- 2 • Fort Snelling-Blue Line
- 3 • MSP Terminal 2

4 The AECOM Team will apply the following five (5) of the 27 detailed evaluation criteria to these six additional BRT
5 alternatives:

- 6 • Run time
- 7 • Capital cost
- 8 • Operating and maintenance cost
- 9 • 2040 ridership
- 10 • Cost per rider

11 *Deliverable:*

- 12 • Memorandum: Analysis of Six (6) Additional BRT Alternatives using five (5) of 27 detailed evaluation criteria
- 13 – In electronic format (one draft for review by RCRRA, one for PMT; one draft for TAC; one draft for PAC;
- 14 one final for PAC approval). Definition of alternatives is limited to schematic alignment maps with station
- 15 locations and links/references to deliverables under Task 8.

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 up to ten (10) Most Promising Alternatives, including the No-
19 Build. Our Team understands that the number and layout of transit stations and other ancillary transit support
20 elements will be critical 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 FTA's New Starts/Small Starts Project Development process. Based on the AECOM
23 Team's experience, this means defining the scope of the project in terms of alignment, stations, service frequency;
24 cost estimates with 30 percent contingencies; generalized schedule, primarily focused on completing the NEPA
25 process within two years; some understanding of issues that may need to be resolved with detailed
26 design/engineering; and identification of implementation partners. The focus of this task is defining the alternatives
27 that are responsive to project need, competitive for federal funding, and financially, socially, environmentally, and/or
28 politically feasible for implementation 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 to set expectations in this regard and consistency with
32 other transitway projects.

Attachment A

Riverview Corridor Pre-Project Development Study

Rev 3.0 - 20170813

Revised per Amendment 2: 21 December 2016

Revised per Amendment 1: 4 January 2016

Original: 17 June 2014

1 Most Promising Alternatives

2 Per PAC direction, the AECOM Team also developed additional capital cost estimates for sub-alternatives within the
3 following sub-areas:

Sub-Area	Base Alternative (Original Scope)	Additional Alternatives
1. Seven Corners	a. W. 7 th St	a. One-way pair of W. 7th St and Smith Ave b. Smith Ave transit mall
2. Trunk	a. W. 7 th St b. CP Spur generally between Toronto and St. Paul Ave	
3. Ford Site	a. CP Spur	a. St. Paul Ave
4. TH 5 Rail Crossing	a. New rail, pedestrian, and bike bridge adjacent to existing TH 5 bridge	a. Reconstruct existing TH 5 bridge as four-lane freeway plus dedicated lanes for rail transit, pedestrian path, and bike path
5. Historic Fort Snelling (HFS) and Blue Line Tie-In	a. At-grade rail station at HFS and Blue Line tie-in at Fort Snelling Station (over TH 55)	a. Underground rail station at HFS b. Blue Line tie-in via Bloomington Rd (under TH 55)
6. Bloomington South Loop	a. Use existing Blue Line infrastructure, with allowances	a. Elevated Riverview rail system and station at MOA (24 th Ave and Killebrew Dr) b. New Riverview rail system via 82 nd St, with elevated station at MOA

4

5 Typical Sections

6 The AECOM Team will prepare typical sections for the following segments of the Riverview Corridor for the No-Build,
7 Arterial BRT, Dedicated BRT, and LRT/Modern Streetcar alternatives:

- 8 • Segment A – Downtown Saint Paul
- 9 • Segment B – W. 7th St between Kellogg and Goodhue
- 10 • Segment C – Smith Ave Mall (Kellogg – W. 7th)
- 11 • Segment D – W. 7th St (Goodhue – I-35E)
- 12 • Segment E – W. 7th St (Montreal-St. Paul Ave)
- 13 • Segment F – W. 7th St (St. Paul Ave – River)
- 14 • Segment G – CP Spur (St. Clair – W. 7th St)
- 15 • Segment H – TH 5 Bridge
- 16 • Segment I – CP Spur to Ford Site (W. 7th – Ford Pkwy)
- 17 • Segment J – St. Paul Ave
- 18 • Segment K – Ford Pkwy/46th St (Cretin Ave – Minnehaha Ave)
- 19 • Segment L – Fort Snelling Blue Line Station
- 20 • Segment M – Bloomington South Loop

21 Deliverables:

- 22 • Conceptual development of alternatives -- Booklet of typical sections (56 pages, 11"x17" layout 'Preliminary Concepts booklet')
- 23
- 24 ○ RCRRA – Three drafts in PDF for review
- 25 ○ TAC – One PDF and 25 hard copies of final
- 26 ○ PAC – One PDF and 30 hard copies of draft; PDF and 30 hard copies of final.

Attachment A

Riverview Corridor Pre-Project Development Study

Rev 3.1 - 20170813

Revised per Amendment 2: 21 December 2016

Revised per Amendment 1: 4 January 2016

Original: 17 June 2014

- 1 • Graphic representation of up to ten (10) Most Promising Alternatives for the entire length of the alignment
- 2 ('Most Promising Alternatives' booklet, approved by the PAC on January 2017)
- 3 ○ Station location identification for each up to ten (10) Most Promising Alternatives
- 4 • Project Report 8: Detailed Definition of Alternatives Report Draft – This report will include the following major
- 5 elements of up to 10 Most Promising Alternatives:
- 6 ○ OMF candidate sites for rail transit alternatives
- 7 ○ Preliminary structural assessment for rail alternatives
- 8 ○ Freight rail assessment
- 9 ○ Graphical description of station locations
- 10 ○ High-level, preliminary utility assessment
- 11 ○ Basis of concept

12 Task 9: Final Pre-Project Development Study

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

- 16 • Overview of the project
- 17 • Description of up to 10 Most Promising Alternatives studied, including high-level, graphic representation of
- 18 the conceptual alignment and station locations and operating service characteristics
- 19 • Summary of overall evaluation for up to 10 Most Promising Alternatives
- 20 • Summary documentation of public outreach and participation process
- 21 • Results of Local Decision-Making
- 22 • Next Steps (Implementation Plan – see description below)

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

26 Deliverables:

- 27 • Project Report: Pre-Project Development Study in electronic format (one draft for concurrent review by
- 28 RCRRA and PMT; one draft for TAC; and final for PAC).

29 Task 9.1: Implementation Plan

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

34 The plan will lay out a schedule for Environmental Review, FTA CIG Project Development, Engineering, and
35 construction. The Implementation Plan will explicitly detail implementing and operating roles for RCRRA,
36 Metropolitan Council/Metro Transit, MnDOT, local agencies (city, county, regional parks), and possibly freight
37 railroads for each stage of project development.

38 The project schedule will detail a realistic set of activities and durations identifying the responsible agency to lead the
39 project's environmental clearance, LPA selection, adoption into Long Range Transportation Policy Plan, preparing the
40 local funding plan, preparing the FTA CIG (New Starts/Small Starts) application, and preparing the procurement for
41 design/construction and eventually operations and maintenance.

Attachment A

Riverview Corridor Pre-Project Development Study

Rev 3.0 - 20170813

Revised per Amendment 2: 21 December 2016

Revised per Amendment 1: 4 January 2016

Original: 17 June 2014

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

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

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

12 Deliverables:

- 13 • Draft Implementation Schedule in electronic format ~~(one draft for RCRRA review; one draft for PMT review)~~
- 14 • Final Implementation Schedule for incorporation into the Final Report

15 Task 9.2: Locally Preferred Alternative Report

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

20 The LPA Report will emphasize the factors leading to the recommended decision. A Report will summarize the
21 decision-making process, linking public and agency comments to the initial and detailed alternatives, and providing
22 the rationale for moving forward or rejecting alternatives.

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

28 Deliverables:

- 29 • Project Report: The Riverview Corridor Locally Preferred Alternative – One electronic draft for concurrent
30 RCRRA and PMT review; one electronic draft for TAC and PAC; final electronic)
 - 31 ○ Incorporate summary of public hearing proceedings and comments
- 32 • For PAC: One Draft and one Final with hard copies (20 copies) and electronic copies.

33

ATTACHMENT B

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

Riverview Corridor Pre-Project Development Study		August 13, 2017	
Additional Tasks	Amount	Description	
A. Detailed definition and evaluation of six (6) additional BRT alternatives		Includes three (3) additional months' schedule extension	
Technical analysis and documentation	\$ 38,731		
Project Management Team coordination	\$ 18,889		
Advisory Committee meetings	\$ 53,881		
Project administration and other expenses	\$ 6,466		
Subtotal	\$ 117,968		
B. LPA - Public hearing and refinement		Includes two (2) additional months' schedule extension	
Public hearing	\$ 24,897		
Draft LPA refinement	\$ 13,947		
Subtotal	\$ 38,845		
C. Other additional work completed			
Detailed Definition of Alternatives	\$ 27,925	Labor for booklets of 10 Most Promising Alternatives and Preliminary Concepts, approved by the PAC January 2017	
Detailed evaluation of two (2) additional Most Promising Alternatives	\$ 12,011	Amendment #2 was scoped for up to 8	
Additional technical support to respond to TAC and PAC inquiries	\$ 44,525	Includes technical analysis, draft responses for RCRRA and PMT review, and extensive PMT coordination	
Three (3) community meetings	\$ 9,587	November 2016 - Shalom Homes; March 2017 - Minneapolis; March 2017 - Highland Park	
August 2017 open house in Minneapolis	\$ 8,811	As part of public review of draft detailed definition and evaluation of alternatives	
Subtotal	\$ 102,858		
Total (A + B + C)	\$ 259,700		
Existing Contingency	\$ 30,500	Remaining contingency as of January 2016	
	\$ (30,000)	Drawdown approved by RCRRA, June 23, 2017	
	\$ 500	Remaining balance, contingent upon RCRRA approval	
Amount of Additional Tasks after Contingency Drawdown	\$ 229,700		
Consultant Adjustments			
	\$ (10,500)	Cost savings from scope adjustments	
	\$ (21,362)	Cost absorbed by AECOM	
	\$ (31,900)	Total Consultant Adjustments	
RCRRA Funding Requested			
Net amount after consultant adjustments	\$ 197,800	Includes total change in end of contract from September 30, 2017, to February 28, 2018	
RCRRA Funding Requested	\$ 197,800		

APPENDIX A

Revised Study Schedule: Overview

Riverview Corridor Pre-Project Development Study

Draft; Subject to Change

For RCRRA Board Approval; August 13, 2017

P = PAC Action

* = Open House

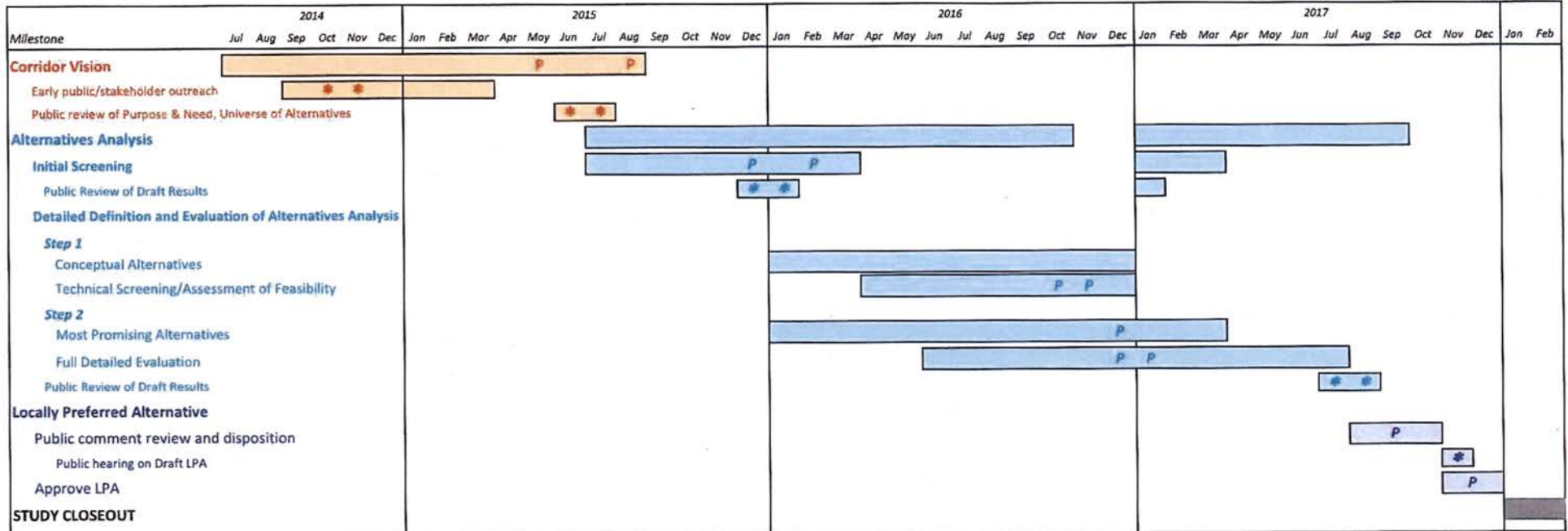


EXHIBIT E-1

RIVERVIEW CORRIDOR

Zan Associates

Cost Estimate of Additional Scope Work Due to Schedule Extension-Oct 2017 to Dec 2017 (3 months)

FINAL - AUGUST 13, 2017

Assumes additional public engagement activities outside of original scope of work and Amendments 1 and 2: 1 Public hearing

Task #	Task Description	Principal	Associate	Graphics/ Admin	TOTAL	Total Dollars
2.1	Project Management					
	General Management/Administration: 3 hrs/mo; 3 months	6	3		9	1,095.00
	Project Management Team meetings: no attendance				0	-
	Consultant team/client calls (2 hrs/mo; one staff); 3 months	6			6	810.00
	Public engagement check-in: prep and calls; 4 hrs/month	6	6		12	1,260.00
	Public Engagement technical memo: no additional				0	-
	Public Engagement Final Summary: hrs remain in original scope; hours for LPA Activity Summary	9	12	16	37	2,915.00
3.1	Coordination with Strategic Communication Consultant					-
	Meetings/calls with Strategic Communications consultant: no additional				0	-
	Public Engagement Comments Database					-
	Respond and track public comments: 8 hrs/mo; 3 months	12	12		24	2,520.00
3.2	Participation and Communication Plan					-
	Maintain Participation and Communication Plan: Internal planning and with RCRR; no additional				0	-
3.3	Public Engagement Advisory Panel					-
	Coordinate meetings materials, attendance, meeting notes, follow-up; hrs included in original scope; no additional				0	-
3.4	Community and Stakeholder Meetings					-
	Technical Advisory Committee: prep; one staff; no meeting notes; up to one (1) additional meeting; 6 hours/meeting	5	1		6	750.00
	Policy Advisory Committee: prep; two staff; meeting notes; up to one (1) additional meetings; 12 hours/meeting	6	6		12	1,260.00
	Public Open Houses					-
	PAC Public Hearing (1): One meeting with open house (1 hr) and public hearing (2 hrs); Meeting planning, notifications, attendance, follow-up; meeting summary	30	70	30		10,800.00
	Design and coordinate boosted social media ad	1	2		3	285.00
	Draft talking points for PAC and staff	4			4	540.00
	No additional neighborhood meetings					-
	Neighborhood and Business Groups Meetings					-
	Coordinate key stakeholder meetings a in Downtown, W. 7th St, Highland Park: completed				0	-
3.5	Community Milestone Notification/Project Communications					-
	Maintain Email List: 2 hr/mo; 3 months		6		6	450.00
	Assist with Email Notifications: up to two	2	4		6	570.00
	News releases: up to one	1	2		3	285.00
	Coordinate and maintain website; 12 hrs/mo; 3 months	6	30		36	3,060.00
	Accessibility review of all website materials related to PPD Study: committee materials only 2 hrs/mo; 3 months		3	3	6	375.00
	Social media postings for committee mtgs only (TAC, PAC); 2 hours/month; 3 months	2	4		6	570.00
	Website turnover to RCRR (in amendment 2)				0	-
3.6	Visualization and Video					-
	Develop content and organize for short videos: no additional				0	-
	Manage shooting and editing of short videos: no additional				0	-
	Video clip coordination: hours remain in original scope				0	-
3.7	Non-Traditional Engagement					-
	Outreach to businesses and stakeholders (MSP, MOA); no additional				0	-
	Pop-up meetings (activity centers/transit centers; community events): no additional					-
	Traveling display poster (1 hr/mo); no additional					-
	Mini-open houses/walking tours (up to 4); hours included in amendment 1				0	-
	Coordinate MindMixer site; no additional				0	-
3.8	Mini-Charrettes					-
	Assistance and coordination of logistics, invites and materials; no additional				0	-
	Total Hours	96	161	49	306	\$ 27,485.00
	Hourly Rates	\$135.00	\$75.00	\$50.00		
	LABOR COSTS	\$12,960.00	\$12,075.00	\$2,450.00		\$27,485.00
	TOTAL LABOR COSTS					\$27,485
	Direct Costs					
	- Translation Services; no additional					
	- Interpreter Services (@\$75.00/hour); no additional					
	- SPNN Videographer/Media Services; no additional					
	- Venues/Room Rentals/equipment	\$200				
	- Meeting Refreshments (for public meeting, pop-up events)	\$400				
	- Social media ad purchases	\$500				
	- Printing (postcards; pop-up events)	\$500				
	- Printing (mini-open house); no additional					
	- Postage (mini-open house mailings); no additional					
	- Travel/Mileage/Parking	\$300				
	TOTAL DIRECT COSTS	\$1,900				\$1,900
	TOTAL ESTIMATED COST					\$29,400

EXHIBIT E-2

RIVERVIEW CORRIDOR

Zan Associates

Cost Estimate for Minneapolis Public Meeting

FINAL - AUGUST 13, 2017

Task #	Task Description	Principal	Associate	Graphics/ Admin	TOTAL	Total Dollars
2.1	Project Management					
	General Management/Administration: 3 hrs/mo; 3 months				0	-
	Project Management Team meetings: no attendance				0	-
	Consultant team/client calls (2 hrs/mo; one staff); 3 months				0	-
	Public engagement check-in: prep and calls; 4 hrs/month				0	-
	Public Engagement technical memos: no additional				0	-
	Public Engagement Final Summary: hrs remain in original scope; hours for LPA Activity Summary				0	-
3.1	Coordination with Strategic Communication Consultant					
	Meetings/calls with Strategic Communications consultant: no additional				0	-
	Public Engagement Comments Database					-
	Respond and track public comments: 8 hrs/mo; 3 months				0	-
3.2	Participation and Communication Plan					
	Maintain Participation and Communication Plan: Internal planning and with RCRA; no additional				0	-
3.3	Public Engagement Advisory Panel					
	Coordinate meetings materials, attendance, meeting notes, follow-up; hrs included in original scope; no additional				0	-
3.4	Community and Stakeholder Meetings					
	Technical Advisory Committee: prep; one staff; no meeting notes; up to 3 additional meetings; 6 hours/meeting				0	-
	Policy Advisory Committee: prep; two staff; meeting notes; up to 3 additional meetings; 12 hours/meeting				0	-
	Accessibility review of all website materials related to PPD Study: committee materials only 2 hrs/mo; 3 months				0	-
	Social media postings for committee mtgs only (TAC, PAC); 2 hours/month; 3 months				0	-
	Website turnover to RCRA (in amendment 2)				0	-
	Public Open Houses (1)-ADDITIONAL OPEN HOUSES					
	Open house: Meeting planning, notifications, attendance, follow-up; meeting summary	19	31	31		6,440.00
	Draft talking points for PAC and staff				0	-
3.6	Visualization and Video					
	Develop content and organize for short videos: no additional				0	-
	Manage shooting and editing of short videos: no additional				0	-
	Video clip coordination: hours remain in original scope				0	-
3.7	Non-Traditional Engagement					
	Outreach to businesses and stakeholders (MSP, MOA); no additional				0	-
	Pop-up meetings (activity centers/transit centers; community events); up to 3; 7 hours/event; 1 staff				0	-
	Traveling display poster (1 hr/mo); no additional					-
	Mini-open houses/walking tours (up to 4); hours included in amendment 1				0	-
	Coordinate MindMixer site; no additional				0	-
3.8	Mini-Charrettes					
	Assistance and coordination of logistics, invitees and materials; no additional				0	-
	Total Hours	19	31	31	81	\$ 6,440.00
	Hourly Rates	\$135.00	\$75.00	\$50.00		
	LABOR COSTS	\$2,565.00	\$2,325.00	\$1,550.00		\$6,440.00
	TOTAL LABOR COSTS					\$6,440
	Direct Costs					
	- Translation Services; no additional					
	- Interpreter Services (@\$75.00/hour); no additional					
	- SPNN Videographer/Media Services; no additional					
	- Venues/Room Rentals/equipment	\$200				
	- Meeting Refreshments (for public meeting, pop-up events)	\$200				
	- Social media ad purchases	\$100				
	- Printing (postcards; pop-up events)	\$200				
	- Printing (mini-open house); no additional					
	- Postage (mini-open house mailings); no additional					
	- Travel/Mileage/Parking	\$50				
	TOTAL DIRECT COSTS	\$750				\$750
	TOTAL ESTIMATED COST					\$7,190

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-25

Committee: Regional Railroad Authority

Meeting Date: 9/12/2017

SUBJECT: On Track Safety Program

REQUESTED ACTION

Approve the Union Depot Railroad On Track Safety Program dated April 5, 2017, in accordance with Federal Railroad Administration regulations, to ensure the personal safety of all employees and to provide a safe and reliable environment in the work place.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) is the owner and operator of the Union Depot Multi-modal Transit and Transportation Hub. This includes multiple terminal tracks on property located approximately between Jackson Street (west end) to the Division Street Wye (east end).

On May 7 2014 Amtrak began service to Union Depot. This marked the return of scheduled passenger rail service to downtown St. Paul. Additionally, the tracks host the annual Union Depot Train Day where historic passenger and freight locomotives and coaches are displayed. The track also hosts the North Pole Express, Canadian Pacific Holiday Train and multiple corporate trains.

Through the Union Depot Railroad, the Ramsey County Regional Railroad Authority is committed to operating a safe and efficient railroad. To ensure this safety, an On Track Safety Program consistent with Federal Railroad Administration regulations was adopted on September 24, 2013 by Resolution R13-32. Staff recently reviewed the On Track Safety Program and identified updates needed to account for changes in Union Depot Railroad daily operations since 2013, and to clarify the roles and responsibilities of those working on or around the Union Depot Railroad.

The changes fall into the following categories:

1. Clarification of which railroads may operate on the terminal tracks;
2. Allow for the Union Depot Railroad to accept freight railroad on track safety trained employees as Union Depot Railroad on track safety trained employees as long as the training meets Union Depot Railroad standards;
3. Clarification of definitions;
4. Addition of Non-Roadway workers to account for employees at Union Depot who do not directly work on the track;
5. Clarification on which railroads operating rules must be followed when on the Union Depot Railroad;
6. Clarification on training requirements for Roadway and Non-Roadway workers;
7. Clarification on the responsibilities for Employee In Charge, Lone Roadway Worker, Flagman, and Watchman/Lookout;
8. Revised operations track diagram, and safety forms.

The Union Depot Railroad On Track Safety Program dated April 5, 2017 contains these changes. The changes will help the Union Depot Railroad achieve its goal of a 100% accident/incident-free railroad to ensure the personal safety of all employees and to provide a safe and reliable work

On Track Safety Program

environment. Adoption of the updated Union Depot Railroad On Track Safety Program dated April 5, 2017, which is in conformance with Federal Railroad Administration regulations, will clarify changes in operating practices since the plan was adopted in 2013 while serving as a means to prevent accidents and casualties caused by moving railroad cars, locomotives or roadway maintenance machines striking roadway workers or roadway maintenance machines.

FISCAL IMPACT

None.

COUNTY MANAGER COMMENTS

Approval of an On Track Safety Program is necessary to maintain railroad worker safety for the Union Depot Railroad.

PREVIOUS ACTION

On September 24, 2013, The Ramsey County Regional Railroad Authority approved the Union Depot Railroad On Track Safety Program (Resolution R13-32)

ATTACHMENTS

1. Draft Resolution
2. On Track Safety Program

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority is the owner and operator of the Union Depot Multi-modal Transit and Transportation Hub; and

WHEREAS, The Union Depot Multi-modal Transportation and Transit Hub includes multiple terminal tracks located approximately between Jackson Street (west end) and the Division Street Wye (east end) referred to as the Union Depot Railroad and are operated and maintained by the Ramsey County Regional Railroad and are known as the Union Depot Railroad; and

WHEREAS, Amtrak and others use the terminal tracks to provide rail service to Ramsey County and the greater metropolitan area residents and businesses; and

WHEREAS, The terminal tracks are operated and maintained in accordance with Federal Railroad Administration regulations; and

WHEREAS, The Ramsey County Regional Railroad Authority, through the Union Depot Railroad, is committed to operating a safe and efficient railroad with a goal of a 100% accident/incident free railroad; and

WHEREAS, This goal is best achieved through the adoption and periodic updating of an On Track Safety Program in accordance with Federal Railroad Administration regulations to prevent accidents and casualties caused by moving railroad cars, locomotives, or roadway maintenance machines striking roadway workers or roadway maintenance machines; and

WHEREAS, The current On Track Safety Program adopted on September 24, 2013 needs updating to better reflect current railroad safety practices; NOW, THEREFORE BE IT

RESOLVED, The Ramsey County Regional Railroad Authority approves the Union Depot Railroad On Track Safety Program dated September 12, 2017, in accordance with Federal Railroad Administration regulations, to ensure the personal safety of all employees and to provide a safe and reliable environment in the work place.



Union Depot Railroad (UDR)

ON TRACK SAFETY PROGRAM

Effective: September 12, 2017

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THE UNION DEPOT RAILROAD
SAFETY STATEMENT
(49 CFR PART 214.301)

The Union Depot Railroad is committed to operating a safe and efficient railroad. It is the goal of Union Depot Railroad to achieve a 100 percent accident/incident free railroad. This goal, although a challenge, is necessary to ensure the personal safety of all employees and to provide a safe and reliable environment in the workplace.

Union Depot Railroad has adopted the On Track Safety Program herein, published in 49 CFR Part 214, as a means to prevent accidents and casualties caused by moving railroad cars, locomotives or roadway maintenance machines striking roadway workers or roadway maintenance machines.

Union Depot Railroad may prescribe additional or more stringent operating rules, safety rules, and other special instructions that are consistent with this subpart.

This On Track Safety Program prescribes safety standards related to the movement of roadway maintenance machines where such movements affect the safety of roadway workers and does not otherwise affect movements of roadway maintenance machines that are conducted under the authority of a train dispatcher, a control operator, or the operating rules of the railroad.

THE UNION DEPOT RAILROAD SAFETY COORDINATION

The Union Depot Railroad (UDR) operates in coordination with the BNSF Railway to provide dispatching, with contract firms to provide maintenance and other roadway services. Amtrak, Union Pacific Railroad, Canadian Pacific Railway, Twin Cities and Western Railroad and the BNSF Railway operate trains on these tracks. Other special train movements as authorized by the UDR will also operate on these tracks.

Any reference herein to a dispatcher or central control authority granting Exclusive Track Occupancy, Foul Time, or providing Train Coordination is defined as the BNSF dispatcher for this territory.

Contractors are required to meet or exceed the requirements of this On Track Safety plan. Contractors who routinely work on railroad roadways typically have their own On Track Safety plans and perform their own training and monitoring. Contractors who's safety plans are approved by the BNSF Railway, Canadian Pacific Railway or the Union Pacific Railroad or who are compliant with E-Rail Safe are approved on the UDR. A Contractor may request acceptance of their On-Track-Safety plan by the UDR. A request shall include a written certification from the Contractor's Manager responsible for safety that after review their plan provides meets or exceeds the UDR's requirements.

DEFINITIONS (49 CFR Part 214.7)

The following terms in the Union Depot Railroad On Track Safety Program shall be interpreted as follows:

Adjacent Tracks: Two or more tracks with track centers spaced less than 25 feet apart.

Control Operator: A railroad employee having responsibility to control or operate a remotely controlled switch or derail, an interlocking or a controlled point, or a segment of controlled track. For the Union Depot Railroad this is the BNSF Dispatcher.

Controlled Track: A track upon which all movements of trains must be authorized by a train dispatcher or a control operator. Controlled track is main track only, inclusive of main track through Yard Limits.

Derail: A track safety device that guides equipment off the rails at a selected spot to prevent collisions.

Effective Securing Device: When used on a manually operated switch or derail means one which is vandal resistant, tamper resistant and designed to be applied, secured, uniquely tagged and removed only by the class, craft or group of employees for whom the protection is being provided.

Employee in Charge: The employee who is responsible for On Track Safety Protection. By definition, a lone worker is the employee in charge.

Employer: An employer is a railroad, or a contractor to a railroad, that directly engages or compensates individuals to perform any On Track Safety duties.

Exclusive Track Occupancy (ETO): A method of establishing working limits on controlled track in which movement authority is withheld or restricted by the train dispatch or control operator, or one or more approaches to the working limits are protected by a flagman.

Flagman: An employee, whose sole function is to direct or restrict the movement of trains past a point on a track to provide On Track Safety for roadway workers. This employee must be qualified on the BNSF's operating rules, the UDR's operational plan and on track safety program; and may not perform any other duties.

Foul Time: A method of establishing working limits through exclusive track occupancy in which notification is given and recorded by the train dispatcher or control operator to a roadway worker that no trains will operate within a specific segment of controlled track during a specific time period, and that the required blocking devices have been placed on the control machine to protect the track to be fouled. Foul time shall remain in effect until the roadway worker to whom the foul time was issued has reported clear of the track.

Fouling a Track or Fouls a Track: The location of an individual or an item of equipment in such proximity to a track that the individual or equipment could be struck by a moving train or On Track equipment, or in any case is within four feet (4 feet) of the field side of the nearest running rail. Equipment with a moveable or articulating function, such as a crane or boom, shall be considered fouling the track if any portion of it or equipment its carrying has the potential to enter the fouling zone. The one exception to the 4 feet foul zone clearance on UDR property is:

1. Any person (passengers, railroad employee, or contractor) located on the station platform but remaining behind the platform's yellow tactile strip.

DEFINITIONS (49 CFR Part 214.7)

Inaccessible Track: A method of establishing working limits on non-controlled track by physically preventing entry and movement of trains and equipment.

Individual Train Detection: designated lone-worker - watching for trains yourself where permitted.

Interlocking Limits: The tracks between the opposing home signal of an interlocking.

Lone Worker or Lone Roadway Worker: An individual roadway worker who, is not being afforded On Track Safety by another roadway worker, who is not a member of a roadway work group, and is not engaged in a common task with another worker.

Non-Controlled Track: A track upon which trains are permitted by rule or special instruction to move without receiving authorization from a train dispatcher or control operator. Non-controlled track is any track other than main track.

Non-Roadway Worker: Any employee of a the UDR or RCRRA, or of a contractor thereof, whose duties do not include any of those defined under Roadway Worker. Examples of Non-Roadway Workers include security personnel, operational personnel including train crews, and non-railroad building and site maintenance personnel.

On Track Safety Protection (OTS): A state of freedom from the danger of being struck by a moving train or other railroad equipment, provided by operating or safety rules that govern track occupancy by personnel, trains and on track equipment.

Qualified: A status attained by an employee who has successfully completed any required training or has demonstrated proficiency in, and has been authorized to perform, the duties of a particular position or function.

Railroad Bridge Worker or Bridge Worker: Any employee of, or employee of a contractor of, the Union Depot Railroad owning or responsible for the construction, inspection, testing, or maintenance of a bridge whose assigned duties, if performed on the bridge, include inspection, testing, maintenance, repair, construction, or reconstruction of the track bridge structural members, operating mechanisms and water traffic control systems, or signal communication, or train control systems integral to that bridge.

Restricted Speed: A speed that allows stopping within half the range of vision short of Train, Engine, Railroad car, Men or Equipment fouling the track, Stop signal or Derail or Switch lined improperly not exceeding 20 MPH, unless further restricted by UDR Operating Rules.

Roadway Maintenance Machine: A device powered by any means of energy other than hand power which is being used on or near railroad track for maintenance, repair, construction or inspection of track, bridges, roadway or signal, communications or electric traction system. Roadway maintenance machines may have road and/or rail wheels or may be stationary.

Roadway Maintenance Work Train: A train which is being operated within working limits in conjunction with roadway maintenance, construction or repairs under the direction of a designated roadway worker.

Roadway Work Group: Two or more roadway workers organized to work together on a common task.

DEFINITIONS (49 CFR Part 214.7)

Roadway Worker: Any employee of a railroad, or of a contractor of a railroad, whose duties include inspection, construction, maintenance, or repair of railroad track, bridge, roadway, signal, and communication systems, electric traction system, roadway facilities or roadway maintenance machinery on or near track or the potential of fouling a track, and flagmen and watchmen/lookouts as defined in this program.

Track: Term designating the area between rails and an area that extends to 4 feet outside of each rail.

Track Car: Equipment (other than trains) operated on track for inspection or maintenance.

Track Center: Distance from the center of one track to the center of an adjacent track.

Train: One or more engines coupled, with or without cars, displaying a marker, and authorized to operate on a main track. A term used in connection with speed restrictions, flag protection, and the observance of all signals and signal rules applying to engines.

Train Approach Warning (TAW): A method of establishing On Track Safety by warning roadway workers of the approach of trains in ample time for them to move to or remain at a place of safety in accordance with the requirements of FRA roadway worker protection rules.

Train Coordination: A method of establishing working limits on track upon which a train holds exclusive authority to move whereby the crew of that train yields that authority to a roadway worker.

Train Dispatcher: A railroad employee assigned to control and issue orders governing the movement of trains on a specific segment of railroad track in accordance with the operating rules of the railroad that apply to that segment of track.

Watchman/Lookout: An employee who has been annually trained and qualified to provide warning to roadway workers of approaching trains or on track equipment. Watchmen/Lookouts must be properly equipped to provide visual and auditory warning such as a whistle, air horn, white disk, red flag, lantern, or fusee. A Watchmen/Lookout sole duty is to look out for approaching trains, on track equipment and provide at least fifteen seconds advance warning to employees before arrival of trains and on track equipment.

Work(ing) Limits: Working limits means a segment of track with definite boundaries established in accordance with this part upon which trains and engines may move only as authorized by the roadway worker having control over that defined segment of track. Working limits may be established through "exclusive track occupancy", "inaccessible track," "foul time" or "train coordination" as defined herein.

OPERATING AUTHORITIES IN EFFECT:

Foul Time

Rule 6.13, Yard Limits

Centralized Traffic Control (CTC)

Track Bulletin Form B

Union Pacific Railroad

Twin Cities Area Timetable No. 4

UPRR Albert Lea Subdivision (0180)

Effective November 14, 2011 (Use most current version)

ON TRACK SAFETY PROCEDURES IN EFFECT:

Exclusive Track Occupancy

Foul Time

Inaccessible Track

Train Approach Warning (Watchman/Lookouts)

Individual Train Detection

Procedures for Lone Worker

MONITORING FOR EFFECTIVENESS & COMPLIANCE WITH ON TRACK SAFETY PROGRAM

In compliance with 49 CFR 214.303 (b), the Union Depot Railroad will monitor the effectiveness and compliance with it's On Track Safety Program through the use of Efficiency Testing and employee observations to ensure that all Roadway Workers are performing their duties in compliance with the regulation and the Union Depot Railroad On Track Safety Program.

RESPONSIBILITIES OF UNION DEPOT RAILROAD

ON TRACK SAFETY PROGRAM DOCUMENTS

(49 CFR PART 214.309)

The Union Depot Railroad will provide to each roadway worker responsible for the On Track Safety of others, and each lone worker, a copy of these rules and the Union Depot Railroad operating procedures governing track occupancy and protection. This information will be in a single manual and be readily available to all roadway workers.

UNION DEPOT RAILROAD WILL IN ACCORDANCE WITH (49 CFR PART 214.311):

1. Provide training to all roadway and non-roadway workers in the rules and application of the Union Depot Railroad On Track Safety Program.
2. Train railroad employees other than roadway workers, who are associated with Union Depot Railroad On Track Safety Program and procedures, whose primary duties are concerned with the movement and protection of trains, to perform their functions related to On Track Safety through training and testing.
3. Provide all On Track Safety supervisors, or designated person, with a copy of the Union Depot Railroad On Track Safety Program which shall be available at the job site.
4. Insure that all roadway workers receive a job briefing of the specific On Track Safety provisions that will be provided for each job assignment.
5. Require that each group of roadway workers have a trained, employee in charge to provide safety measures for the group and be informed before any member of the roadway working group fouls a track.
6. Advise each roadway worker regarding On Track Safety provisions and the rights of the employee.
7. Guarantee that each roadway worker have the right to a "Good Faith Challenge" if he/she is concerned that the On Track Safety procedures to be applied at the job location are not in compliance with the On Track Safety procedures of the railroad, and to remain clear of the track until the issue is resolved.
8. Make available printed "Good Faith Challenge" forms for roadway workers.
9. Establish procedures to insure prompt and equitable resolutions to "Good Faith Challenges".
10. Require that the locomotive sound an audible warning (whistle, bell, or horn) on trains approaching roadway workers.
11. Establish specific provisions for the safety of roadway workers who operate or work near roadway maintenance machines.

12. Maintain written or electronic records of each roadway worker qualification in effect. Each record shall include the name of the employee, the type of qualification made, and the most recent date of qualification.
13. Require Union Depot Railroad Roadway Workers to wear high visibility equipment to identify them as Roadway Workers. This shall include:
 - a. a white or orange hard hat
 - b. a high visibility vest, class 2 or 3, in either safety yellow or safety orange.
 - c. Safety work boots
 - d. Safety glasses

RESPONSIBILITIES OF NON-ROADWAY WORKERS

1. Non-Roadway Workers are responsible for studying, understanding and complying with the applicable provisions of the Union Depot Railroad On Track Safety Program and the rules and instructions therein.
2. A non-roadway worker shall not foul a track unless in compliance with all of the following:
 - a. Fouling is only allowed for crossing the tracks at the service road's paved crossings on either end of the platform in the performance of duty.
 - b. The non-roadway worker, whether a pedestrian or in a vehicle, will not enter the foul zone unless less they can safely pass through it without stopping in the foul zone.
 - c. The non-roadway worker is responsible for visually confirming the UDR tracks are free from approaching trains or on-track equipment before moving through the foul zone.
 - d. The use of personal electronic devices (i.e.: cell, "smart" phones or IPODs, headphones/headsets, Bluetooth and etc.) is prohibited within the foul zone.

RESPONSIBILITIES OF INDIVIDUAL ROADWAY WORKERS

(49 CFR PART 214.313)

1. Individual Roadway Workers are responsible for studying, understanding and complying with the provisions of the Union Depot Railroad On Track Safety Program and the rules and instructions therein:
2. A roadway worker shall not foul a track except when necessary for the performance of duty and must make certain that On Track Safety is being provided before fouling a track.
3. Use of personal electronic devices (ie: cell, "smart" phones, computers, or IPODs, headphones/headsets, Bluetooth and etc.) are prohibited within the foul zone. The one exception is a camera or cell phone camera used to document on track conditions and to support inspection notes.
4. All employees must ensure they receive a job briefing.
5. Employees may not accept an assignment to perform the duties of a roadway worker until trained in UDR On Track Safety procedures for the assignment to be performed and have demonstrated the ability to fulfill the responsibilities for On Track Safety that are required of a roadway worker performing that assignment.
6. If an employee makes a good faith determination that the safety provisions for the job location may not be in compliance with the railroads On Track Safety rules, the employee shall refuse any direction by the railroad to violate these safety rules until the challenge is resolved.
7. Each roadway worker supervisor, or employee in charge will have at the job site an up-to-date copy of the Union Depot Railroad On Track Safety Program and "Good Faith Challenge" forms.

**EMPLOYEES RIGHT TO CHALLENGE ON TRACK SAFETY PROCEDURES
(49 CFR PART 214. 311)**

The following procedures govern employees' rights to Good Faith Challenges:

1. A roadway worker has an absolute right to challenge in good faith whether the On Track Safety procedures applied at the job location comply with the Union Depot Railroad On Track Safety Program and Operating Rules. The roadway worker making such a good faith challenge shall remain clear of the track until the challenge is resolved as provided herein and may refuse any directive to violate an On Track Safety rule.
2. Prior to initiating a challenge, the roadway worker shall discuss the On Track Safety procedures at the job location with the employee in charge, clarify any misunderstanding about those procedures, and attempt to resolve any difference of opinion concerning those procedures.
3. If a roadway worker has decided to challenge the On Track Safety procedures to be applied at his job location he/she must:
 - a. Do so in good faith, i.e. have an honest concern over whether the On Track Safety procedures comply with the railroad rules, and such concern is of such a nature that a reasonable person under the same circumstances would also have such a concern;
 - b. Immediately notify the employee in charge who will promptly notify their supervisor (or his/her designee) and also notify any fellow roadway worker of potential danger and challenge being made; and,
 - c. Be able to explain concerns regarding the On Track Safety procedures being applied.

UNION DEPOT RAILROAD PROCEDURES FOR PROMPT AND EQUITABLE RESOLUTION OF GOOD FAITH CHALLENGES TO ON TRACK SAFETY

(49 CFR PART 214.311(C))

1. A roadway worker making a good faith challenge that the On Track Safety procedures being applied at the job location do not comply with the Union Depot Railroad On Track Safety Program and Operating Rules shall explain the basis for those concerns to their immediate supervisor (or designee). This explanation shall be written on an "On Track Protection Good Faith Challenge Form" and shall include:
 - a. Identification of the roadway worker, the supervisor and the work location;
 - b. A full description of the On Track Safety procedure and challenge;
 - c. A citation of the applicable safety and operating rules;
 - d. A full description of the roadway worker's basis for challenging the On Track Safety procedures applied at the job location; and,
 - e. The names of other employees (including supervisors and the employee in charge) with knowledge of the facts applicable to the challenge at that job location.
2. The roadway worker's immediate supervisor shall review the roadway worker's statement of facts and:
 - a. Determine if the roadway worker's statement of the applicable On Track Safety procedures at the job location is accurate; and,
 - b. Determine if the procedures applicable at the job location comply with the railroad's Safety and Operating Rules.
3. The involved roadway worker and supervisor shall attempt to resolve the challenge. Where the challenge is not resolved, and the supervisor determines that the On Track Safety procedures being applied at the job location comply with the Union Depot Railroad On Track Safety Program and Operating Rules, he/she shall notify the roadway worker and document the determination on the Challenge form. If resolved, the supervisor shall forward the Challenge Form to the Union Depot Railroad's Manager.
4. Where the Roadway worker's challenge has not been resolved he/she who'll progress it via the supervisor or the designated officer for review. The designated officer who will be provided information previously provided to the supervisor and an explanation of why the supervisor's determination was rejected.
5. The designated officer will review the challenge to determine if the On Track Safety procedure being applied at the job location is in compliance with railroad's Safety and Operating Rules. He/she shall be responsible to contact those parties, as necessary, in order to make a determination. If he/she determines that the On Track Safety procedures at the job location are inadequate, he/she shall arrange for rule compliance allowing the roadway worker to foul the track. If he/she determines that the On Track Safety procedures comply with railroad's Safety and Operating Rules he/she shall explain to the roadway worker that

the challenge is not valid and the reasons therefore. For purposes of this program the challenge shall be deemed resolved. The roadway worker who will then be instructed to resume his/her duties.

SUPERVISION & COMMUNICATION

(49 CFR PART 214.315)

Job Briefings: The UDR Job Briefing form must be completed for each work group.

1. **All roadway workers** must ensure that they receive a job briefing before they foul any track. The job briefing must include the following:
 - a. A general plan for the work and the On Track protection procedures to be used;
 - b. It must define work assignments and will be considered complete only after all employees have acknowledged understanding of the On Track protection procedures being used and the instructions presented;
 - c. It must inform employees where they must go if it is necessary to clear for trains; and,
 - d. Additional briefings will be conducted with each employee when the On Track protection changes. This information must be given to all employees before the change is effective, except in cases of emergency. Employees who, because of an emergency, cannot be notified in advance shall immediately be warned to clear the fouling space and shall not return until On Track protection is re-established.

Employees must also acknowledge understanding of the On Track Safety procedures and instructions presented during the job briefing to the person holding the job briefing.

2. **Roadway worker groups** whose duties require fouling a track must have one employee in charge designated by the employer to provide On Track Safety for all members of the group. This employee in charge must be qualified on the Union Depot Railroad operating rules as well as the On Track Safety Manual to provide the protection necessary for On Track safety of each individual employee in the group. **The employee in charge must do the following:**
 - a. Conduct a job briefing with each employee, or the employee in charge when multiple work groups are included in his work area, that includes what On Track protection is being provided and safety procedures to be followed;
 - b. Understand and ensure that this job briefing will be complete only after employees have acknowledged understanding of the On Track protection being provided;
 - c. Ensure that before any employee fouls a track, the employee responsible for obtaining the On Track protection has informed each employee of the On Track protection procedures to be used and followed during the performance of the work at that time and that location;
 - d. Ensure that each employee is informed whenever the On Track protection procedures change during the work period. This information must be given to all employees before the change is effective, except in cases of emergency. Employees who, because of an emergency, cannot be notified in advance shall immediately be warned to clear the fouling space and shall not return until On Track protection is re-established; and,

- e. Ensure that all employees are notified when the work area is released for the operation of trains. The work area shall not be released until all affected employees have either left the track or have been afforded On Track protection by a watchman/lookout.
3. **A lone worker** who fouls a track must have a job briefing with the supervisor or other designated employee at the beginning of his/her tour of duty. This briefing must include:
- a. The planned itinerary;
 - b. The On Track protection procedures they intend to use; and,
 - c. The employee must complete a Statement of On Track Safety.
 - d. When communication channels are disabled, the job briefing shall be conducted as soon as possible after the beginning of the work period when communications are restored.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

NON-ROADWAY WORKERS

RESPONSIBILITIES

All non-roadway workers are individually responsible for the following:

1. Following the On Track Safety rules of the railroad.
2. A non-roadway worker shall not foul a track unless in compliance with all of the following:
 - a. Fouling is only allowed for crossing the tracks at the service road's two private crossings.
 - b. The non-roadway worker, whether a pedestrian or in a vehicle, will not enter the crossing unless less they can pass through it clearing the foul zone without stopping.
 - c. The non-roadway worker is responsible for visually confirming the UDR tracks are free from approaching trains or on-track equipment.
 - d. Use of personal electronic devices (ie: cell, "smart" phones, computers, or IPODs, headphones/headsets, Bluetooth, etc.) are prohibited within the foul zone.)

TRAINING

Initial Training:

Prior to assignment of an employee training will be provided and shall include the following topics:

1. The roadway worker's responsibility for compliance with the railroad's rule for On Track safety, including understanding of the space (fouling) around tracks where On Track Safety is required.
2. Awareness of the hazards associated with the working on or near railroad tracks and a review of the railroad's On Track Safety program.

Annual Training:

All non-roadway workers will be provided On Track Safety awareness training annually, incorporating the elements of the initial training program.

Qualifications:

Training officers and persons in charge will determine the ability of the non-roadway worker to demonstrate proficiency in the On Track safety requirements of the assignment.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

ALL ROADWAY WORKERS

RESPONSIBILITIES (49 CFR Part 214.313)

All roadway workers are individually responsible for the following:

1. Following the On Track Safety rules of the railroad.
2. Not fouling a track except when necessary for the performance of duties.
3. Ensuring that On Track Safety is provided prior to fouling a track.
4. Refusing a railroad directive to violate an On Track Safety rule, and shall inform the employer whenever the roadway worker makes a good faith determination that On Track Safety provisions to be applied at the job location do not comply with the rules of the railroad.
5. Being qualified under the Union Depot Railroad operating rules and be familiar with the railroad operation.
6. Reporting to the supervisor, or designated person, prior to each duty assignment and receiving a job briefing for the On Track Safety measures that will be provided.
7. Acknowledging that he/she understands the instructions of the job briefing. The job briefing can be face-to-face, electronically (computer, fax, E-mail) transmitted or via telephone.

TRAINING (49 CFR Part 214.345)

Initial Training:

Prior to assignment of an employee to roadway worker duties a training program will be provided and shall include the following topics:

1. The roadway worker's responsibility for compliance with the railroad's rule for On Track safety, including understanding of the space (fouling) around tracks where On Track Safety is required.
2. The functions and responsibilities of the various persons, including track foremen, lookouts/watchmen involved in On Track Safety rules and practices.
3. Signals of train approach warnings given by watchmen/lookouts and the proper response procedures to be taken.
4. Familiarity with the safety procedures applicable to roadway workers working near roadway maintenance machinery.
5. Awareness of the hazards associated with the working on or near railroad tracks and a review of the railroad's On Track Safety program.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

Annual Training (49 CFR Part 214.343):

All roadway workers will be provided On Track Safety awareness training annually, incorporating the elements of the initial training program.

Qualifications:

Roadway workers On Track Safety qualifications shall be confirmed by an annual written test of not less than 20 questions with a passing score of 80%.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

EMPLOYEE IN CHARGE (Roadway Work Group)

RESPONSIBILITIES (49 CFR Part 214.335)

Each work group will be assigned an employee in charge prior to each job assignment. All members of the work group will follow all On Track Safety rules and not foul a track unless he/she has received permission from the designated employee in charge.

The employee in charge will:

1. Be qualified under the Union Depot Railroad operating rules and be familiar with the railroad operation.
2. Describe to the work group all On Track Safety measures to be provided and the instructions to be followed.
3. Provide job briefings to each member of the work group prior to the beginning of each job assignment. The job briefing can be a face-to-face meeting, electronically (computer, fax, E-mail) transmitted or via telephone.
4. Complete the UDR job briefing form for each job. Retain this form until the work is complete after which it shall be submitted to the UDR for filing.
5. Report to the supervisor, or designated person, prior to each duty assignment to receive instruction for the On Track Safety measures that will be provided to the work group.
6. Acknowledge the instructions.

TRAINING (49 CFR Part 214.353)

Initial Training:

Training of roadway workers responsible for providing either work limits or assigning watchmen/lookouts or flagmen shall include, as a minimum the following:

1. All training procedures and the qualification required of the roadway workers to be supervised and protected.
2. The content and application of the Union Depot Railroad operating rules pertaining to the establishment of the working limits.
3. The content and application of the rules of the railroad for the establishment of train approach warning.
4. The physical characteristics of the territory where the roadway worker is qualified.

Annual Training:

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

Employees in charge will be provided On Track Safety awareness training annually incorporating the elements of the initial training program.

Qualifications:

Employee in charge On Track Safety qualifications shall be confirmed by an annual and/or periodic written test of not less than 20 questions with a passing score of 80%.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

LONE ROADWAY WORKER (Lone Worker)

RESPONSIBILITIES (49 CFR Part 214. 337)

The lone worker must report to a supervisor, or designated person, prior to each duty period to receive a job briefing and to advise of his/her itinerary and the On Track Safety procedures to be used.

The job briefing can be a face-to-face meeting, electronically (computer, fax, E-mail) transmitted or via telephone.

1. When fouling a track a lone worker may use individual train detection when permitted in this section and the railroad's On Track Safety program.
2. A lone worker has the right to establish other On Track Safety procedures other than individual train detection.
3. A lone worker may only use individual train detection when:
 - a. He/she has been trained, qualified and designated to do so by the employer (49 CFR Part 214.347).
 - b. While performing routine inspection and minor correction work.
 - c. While working outside the limits of:
 - 1) A manual interlocking
 - 2) A controlled point
 - d. He/she has the ability to see a train moving at unrestricted speed and he/she has the ability to move to a safe location at least 15 seconds before the train approaches the work site.
 - e. There are no roadway maintenance machines or power-operated tools are being operated and would affect the hearing of the lone worker.
 - f. Where the ability of the lone worker is not effected by background noises, adverse weather conditions, passing trains or other physical conditions.
4. A lone worker using individual train detection may not perform other duties or functions that would interfere with his/her ability to detect approaching trains in either direction.
5. A lone worker who uses individual train detection to establish On Track Safety shall first complete a written "Statement of On Track Safety". The Statement shall designate the limits of the track for which it is prepared and the date and time for which it is valid. The Statement shall show the maximum authorized speed of trains within the limits for which it is prepared, and the sight distance that provides the required warning of approaching trains. The lone worker using individual train detection to establish On Track Safety will produce the "Statement of On Track Safety" when requested by a representative of the FRA or by a railroad supervisor.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

TRAINING (49 CFR Part 214.347)

Initial Training:

1. All training procedures and the qualification required of the roadway workers to be supervised and protected.
2. Detection of approaching trains and immediate movement to a place of safety upon their approach.
3. The ability to determine of the distance along the track at which trains must be visible to provide sufficient warning time and sufficient time to clear to a place of safety.
4. Knowledge of railroad rules and procedures for individual train detection, establishment of working limits.
5. On track safety procedures to be used in the territory on which the employee is qualified and permitted to work alone.

Annual Training:

Lone workers will be provided On Track Safety awareness training annually, incorporating the elements of the initial training program.

Qualifications:

Lone workers On Track Safety qualifications shall be confirmed by an annual and/or periodic written test of not less than 20 questions with a passing score of 80%.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

WATCHMEN/LOOKOUTS

RESPONSIBILITIES (49 CFR Part 214.329)

The Union Depot Railroad supervisor or designated person will provide training in the On Track Safety measures that will be provided for each job assignment and the safety procedures he/she must follow. The watchmen/lookout must report to a supervisor, or designated person, prior to each duty period to receive a job briefing and to advise of his/her itinerary and the On Track Safety procedures to be used. The job briefing can be a face-to-face meeting, electronically (computer, fax, E-mail) transmitted or via telephone.

The watchmen/lookout must also be able to give warnings of approaching trains by one the following methods:

1. Warning will be given by watchmen/lookout to each roadway worker to enable them to move to a prearranged safety position at least 15 seconds before the train passes by the working area.
2. Watchmen/lookouts must only perform watchmen/lookout duties and shall devote full attention to train movement in the working area.
3. The train warning signal that a watchmen/lookout uses must be distinguishable to the roadway workers in the work area. The warning should be distinctive to insure that all roadway workers would hear, or receive, the warning regardless of his/her position.
4. All watchmen/lookout must ensure that they are properly equipped to perform their duties.

TRAINING (49 CFR Part 214.349)

Initial training:

1. All training procedures and the qualification required of the roadway workers to be supervised and protected.
2. The ability to detect and recognize approaching trains.
3. Warnings available for roadway workers of approaching trains.
4. The ability to determine the distance along the track to provide sufficient warning time.
5. Knowledgeable of the railroads On Track Safety procedures to be used for train approach warning.

Annual Training:

All watchman/lookouts will be provided On Track Safety awareness training annually

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

incorporating the elements of the initial training program.

Qualifications:

Watchman/lookouts On Track Safety qualifications shall be confirmed by an annual and/or periodic written test of not less than 20 questions with a passing score of 80%.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

FLAGMAN

RESPONSIBILITIES (49 CFR Part 214.351)

The employer (Railroad) supervisor or designated person will provide training in the On Track Safety measures that will be provided for each job assignment and the safety procedures he/she must follow. The flagman must report to a supervisor, or designated person, prior to each duty period to receive a job briefing and to advise of his/her itinerary and the On Track Safety procedures to be used. The job briefing can be a face-to-face meeting, electronically (computer, fax, mail) transmitted or via telephone.

A flagman's sole function is to direct or restrict the movement of trains past a point on a track to provide On Track Safety for roadway workers.

TRAINING (49 CFR Part 214.351)

Initial training:

Knowledge of the Union Depot Railroad operating rules and On Track Safety rules and procedures pertaining to the proper signals to be given to stop or hold trains approaching a working area. Flagman must be trained in BNSF operating rules.

Annual Training:

All flagman will be provided On Track Safety awareness training annually incorporating the elements of the initial training program.

Qualifications:

Flagman On Track Safety qualifications shall be confirmed by an annual and/or periodic written test of not less than 20 questions with a passing score of 80%. Flagman must carry current valid certificate showing BNSF operating rules qualification.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

ROADWAY MAINTENANCE MACHINES

RESPONSIBILITIES (49 CFR Part 214.341)

1. Instructions for the safe operation of each roadway machine shall be provided and maintained with each machine large enough to carry the instructions.
2. No person is permitted to operate any machinery unless trained and qualified.
3. A roadway maintenance machine operator must request information regarding the presence of roadway workers in the vicinity he/she will be working.
4. Operators of roadway maintenance machines shall insure that the machine does not foul a track, unless proper permission has been given and On Track Safety protection is provided. The operator should also not operate closer than four feet from the rail of adjacent tracks without On Track Safety protection. The moveable or articulating function of a machine, such as a crane, boom, or equipment its carrying, shall be considered fouling the track if any portion of it has the potential to enter the fouling zone.

TRAINING (49 CFR Part 214.355)

General Training:

Prior to assignment of a roadway worker to operate roadway maintenance machines he/she will receive training which shall include, but not limited to, the following topics:

1. Safety procedures applicable to the specific roadway maintenance machines.
2. Proper communication procedures to be used between the roadway machine operator and other roadway workers.
3. Procedures to prevent collisions with a train or other machines.
4. Procedures to prevent personal injury.
5. Unless otherwise restricted by Operating Rules or weather, visibility, or stopping distance, the maximum travel speed for HyRail trucks may not exceed 10 miles per hour and the maximum travel speed for Roadway Maintenance Machines may not exceed 20 miles per hour. The minimum spacing between working Roadway Maintenance Machines shall be no less than 30 feet.

RESPONSIBILITIES, TRAINING AND QUALIFICATIONS REQUIREMENTS

Operator Training:

Training for the operator of roadway maintenance machines shall include, as a minimum, the following:

1. Operating procedures to prevent hitting a person.
2. Operating procedures to prevent the roadway maintenance- machine from striking or being struck by trains or equipment.
3. Operating procedures to properly stop the machine from striking other machines or obstructions on the track.
4. Methods to determine the safe operating procedures for each machine that the operator is expected to operate.

Annual Training:

All operator of maintenance machinery will be provided On Track Safety awareness training annually incorporating the elements of the initial training program.

Qualifications:

Roadway maintenance machine operators On Track Safety qualifications shall be confirmed by an annual and/or periodic written test of not less than 20 questions with a passing score of 80%.

RAILROAD MATRIX AND GLOSSARY OF TERMS

The following matrix will assist the railroad supervisor, or employee in charge, and any roadway worker responsible for establishing working limits in the determination of On Track Safety Protection. To determine the protection available, the Employee In Charge (EIC) or Lone Worker (LW) decides what track is to be occupied and the appropriate type of protection to be used.

Type OTS	Section	Controlled Track		Non-Controlled Track		Manual Interlock Or CP	
		EIC	LW	EIC	LW	EIC	LW
Exclusive Track Occupancy ⁽¹⁾	321	Yes	Yes	No	No	Yes	Yes
Foul Time ⁽¹⁾	323	Yes	Yes	No	No	Yes	Yes
Train Coordination ⁽¹⁾	325	Yes	Yes	No	No	Yes	Yes
Inaccessible Track ⁽²⁾	327	No	No	Yes	Yes	No	No
Train Approach Warning (Watchman Lookout)	329	Yes	No	Yes	No	Yes	No
Individual Train Detection (Lone Worker)	337	No	Yes	No	Yes	No	No

(1) Work Limits On Controlled Track.

(2) Work Limits On Non-Controlled Track.

RAILROAD MATRIX AND GLOSSARY OF TERMS

Working Limits (49 CFR 214.319)

Working limits must be established on all class of, track that will be occupied by roadway workers. The following conditions for roadway worker shall apply:

1. Only qualified workers under 49 CFR 214.353 may establish or control working limits for On Track safety.
2. Only one qualified worker (Employee In Charge) can have control over working limits on one segment of track at a time.
3. The Employee In Charge shall control all movements of trains or maintenance machines within his/her working limits.
4. All affected roadway workers who are protected by the working limits must be informed prior to the release of the working limits for the operation of trains and all roadway workers must be clear of the working limits before it is released or have been afforded On Track Safety through Train Approach Warning.

Working Limits On Controlled Track

Controlled Track is a track upon which all movements of trains must be authorized by a train dispatcher or a control operator. Controlled track is main track only, inclusive of main track through Yard Limits. Working limits established on controlled track through the use of the followings conditions must meet the following requirements:

Exclusive Track Occupancy: (49 CFR Part 214.321)

1. The control of the working limits must be the responsibility of the Employee In Charge by authority issued to the Employee In Charge by the Dispatcher or control operator who controls train movements or by the Employee In Charge causing fixed signals at each entrance to the work limits to display an Aspect of STOP.
2. The authority for control of the working limits shall be written or printed and communicated by:
 - a. Relay through a designated employee
 - b. Via data transmission
 - c. Orally through the train dispatcher or control operator.
 - d. Where authority for Exclusive Track Occupancy is transmitted orally, the authority shall be written as received by the Employee In Charge and repeated to the issuing employee for verification.

All communications must be in the possession of the train dispatcher or control operator and the roadway worker in charge while the authorities are in effect.

RAILROAD MATRIX AND GLOSSARY OF TERMS

Working limits for a roadway worker shall be protected by one of the following physical features clearly identifiable to a locomotive engineer or other person operating a train or railroad equipment:

1. A flagman with instructions and capability to hold all trains and equipment clear of the working limits.
2. A fixed signal that displays an aspect indicating "Stop".
3. A station in the time-table and identified by name with a sign which a train may not pass without train authority.
4. A clearly identifiable mile post which a train is prohibited from passing without train authority.
5. A clearly identifiable physical location prescribed by the operating rules of the railroad beyond which that trains may not pass without authority.

Movements of trains or roadway maintenance machines within working limits established through exclusive track occupancy shall be made only under the direction of the Employee In Charge having control over the working limits. Such movements shall be Restricted Speed unless a lower or higher speed has been specifically authorized by the Employee In Charge.

Foul Time: (49 CFR Part 214.323)

Working limits established on controlled track through the use of foul time procedures shall comply with the following requirements:

1. Foul time may be given orally or in writing by an authorized person (train dispatcher or control operator) only after that employee has withheld the authority of all trains to move into the working limits during the foul time period
2. The roadway worker must repeat the track number, track limit and time limits of the foul time to the issuing officer.
3. Foul time will only be given to qualified roadway workers.
4. Foul time will be maintained until the roadway worker releases the working limits to the authorized person.
5. The Dispatcher or control operator shall not permit the movement of trains or other on track equipment into the working limits protected by Foul Time until the roadway worker who obtained the Foul Time is reported clear of the track.

Train Coordination: (49 CFR Part 214.325)

Working limits established by a roadway worker through the use of train coordination shall comply with the following requirements:

1. Working limits for train coordination shall be within the segment of track which only one

RAILROAD MATRIX AND GLOSSARY OF TERMS

train holds exclusive authority to move. The roadway worker who establishes working limits by Train Coordination shall communicate with a member of the crew of the train holding exclusive authority to move and shall determine that:

- a. The train is visible to the roadway worker who is establishing working limits.
- b. The train is stopped.
- c. The train may only move with the roadway worker's authority AND,
- d. The train crew may not give up its exclusive authority until the roadway worker releases authority to the train crew.

Working Limits On Non-Controlled Track

Non-Controlled Track is a track upon which trains are permitted by rule or special instruction to move without receiving authorization from a train dispatcher or control operator. Non-controlled track is any track other than main track. Equipment not performing maintenance may move on a non-controlled track as prescribed by the Transportation Department Operating Rules under the Yard Limit Rule GCOR 6.13 and 6.28. Working limits on non-controlled track shall be established by rendering the track within working limits physically inaccessible to trains at each possible point of entry by one of the following features:

Inaccessible Track: (49 CFR Part214.327)

1. A flagman with instructions and capability to hold all trains and equipment clear of the working limits;
2. A switch or derail to prevent access to the working limits and secured with an effective securing device by the roadway worker in charge of the working limits;
3. Working limits on controlled track that connects directly with the inaccessible track; established by the roadway worker in charge of the working limits on the inaccessible track;
4. A discontinuity in the rail that precludes passage of trains or engines into the working limits;
5. A remotely controlled switch aligned to prevent access to the working limits and secured by the control operator of such remotely controlled switch by application of a locking or blocking device to the control of that switch, when:
 - a. The control operator has secured the remotely controlled switch by applying a locking or blocking device to the control of the switch, and
 - b. The control operator has notified the roadway worker who has established the working limits that the requested protection has been provided, and
 - c. The control operator is not permitted to remove the locking or blocking device from

RAILROAD MATRIX AND GLOSSARY OF TERMS

the control of the switch until receiving permission to do so from the roadway worker who established the working limits;

6. Trains and roadway maintenance machines within working limits established by means of inaccessible track shall move only under the direction of the roadway worker in charge of the working limits, and shall move at Restricted Speed;
7. No operable locomotives or other items of On Track equipment, except those present or moving under the direction of the roadway worker in charge of the working limits, shall be located within working limits established by means of inaccessible track.

Requirements Outside Working Limits

Watchmen/lookouts: (49 CFR Part 214.329)

Roadway workers in a work group who foul any track outside of working limits shall be given warning of approaching trains by one or more watchmen/lookouts by the following methods:

1. Warning will be given to each roadway worker to enable them to move to a prearranged safety position at least 15 seconds before the train passes by the working area.
2. Watchmen/lookouts must only perform watchmen/lookout duties and shall devote full attention to train movement in the working area.
3. The train warning a watchmen/lookout uses must be distinguishable to the roadway workers in the work area. The warning should be distinctive to insure that all roadway workers would hear, or receive, the warning regardless of his/her position.
4. All roadway workers must avail themselves of the protection of the watchmen/lookout and heed all warnings. Roadway workers must be in a position to receive the warning.
5. Watchmen/lookouts shall communicate train approach warnings by a means that does not require a warned employee to be looking in any particular direction at the time of the warning, and that can be detected by the warned employee regardless of noise or distraction of work.
6. All watchmen/lookout must be trained, qualified and designated in writing under the provisions of 49 CFR Part 214.349.
7. All watchmen/lookout must be properly equipped to perform their duties.

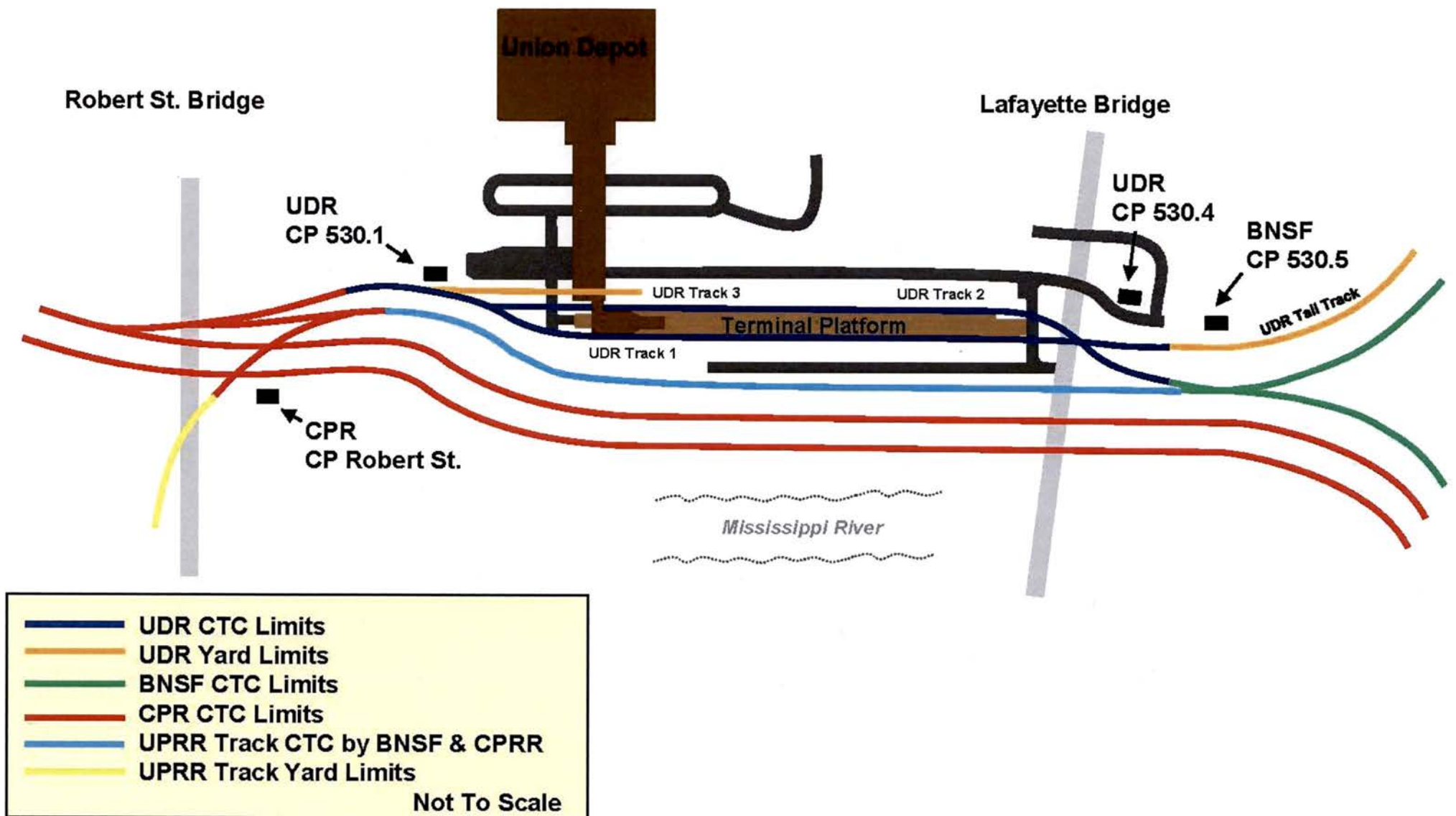
RAILROAD MATRIX AND GLOSSARY OF TERMS

The Union Depot Railroad Does Use Remote Control Switches.

A remotely controlled switch aligned to prevent access to the working limits and secured by the control operator by a locking or blocking device to the control of the switch when:

1. The control operator secures the remote by applying a locking or blocking device to the remote switch, and;
2. The control operator notifies the roadway worker who has authority in the working limits that protection has been provided, and;
3. The control operator is not permitted to remove the locking or blocking device from the control switch unless given permission by the roadway worker in the working limits.

UDR TRACK OPERATIONS DIAGRAM



Forms

EMPLOYEES' QUALIFICATION AND TRAINING RECORD (Revised March 31, 2017)

[illegible]

GOOD FAITH CHALLENGE FORMS (Revised March 31, 2017)

Name: _____

Job Position: _____

Job Location: _____

Supervisor's Name: _____ **Title:** _____

Date and Time of Occurrence: _____

Work Location:

Railroad, Track and Mile Post: _____

Nearest City/Town: _____

On Track Safety Procedure

applied (or lacking) at

working location: _____

Railroad Safety or Operating Rule not being complied with:

Reason for this Challenge:

Other Employees with information regarding this situation:

Signature: _____ **Date:** _____

Determination by Supervisor _____

Supervisor Signature: _____ **Date:** _____

INSTRUCTIONS: The employee making challenge shall complete this form, sign and date it, and give it to his Supervisor who shall document his determination, sign and forward form to the Union Depot Railroad's Manager.

JOB BRIEFING FORM (Revised February 22, 2017)

Must be filled out before starting any work

Date:	Time:	Crew IDs:	Work Location:
Description of Work Assignment:			

Maximum Track Speed: 10 mph

For all OTS types: Where are we Clear? (Place of safety) _____

Nearest emergency care facility? _____

Call priority order: 1) Emergency Response Phone: 911 2) UDR Security Phone: 651-202-2717

On Track Safety provided by: Select one method below and complete its checklist.

- ☐ Working Limits established by Exclusive Track Occupancy:
 - ☐ Working limits are from: CP 5301 to CP 5304 on track(s) _____ to _____
 - ☐ Exclusive Track Occupancy is in effect from _____ to _____
 - ☐ Is supplemental protection necessary? ☐ Yes ☐ No
 - ☐ If Yes, describe supplemental protection. _____
- ☐ Working Limits established by Foul Time:
 - ☐ Working limits are from: CP 5301 to CP 5304 on track(s) _____ to _____
 - ☐ Foul time is in effect from _____ to _____
 - ☐ Is supplemental protection necessary? ☐ Yes ☐ No
 - ☐ If Yes, describe supplemental protection. _____
- ☐ Working Limits established by Train Coordination:
 - ☐ Train Coordination established with: (Name) _____
- ☐ Train Approach Warning (Watchman/Lookout):
 - ☐ A trained and equipped Watchmen is positioned in a place of safety. (Name) _____
 - ☐ Watchman can provide roadway workers warning time to clear to place of safety 15 seconds prior to train arrival.
 - ☐ A whistle/horn test been done.
- ☐ For Individual Train Detection (Lone Worker):
 - ☐ Conducted a On Track Safety Job Briefing with: (Name) _____
 - ☐ The site distance exceeds 220 Feet.
 - ☐ Lone Worker can provide themselves warning time to clear to place of safety 15 seconds prior to train arrival.
- ☐ Inaccessible Track: Select one of the following methods to make the track inaccessible.
 - ☐ A trained and equipped Flagmen with authority to hold trains: (Name) _____
 - ☐ A Switch or Derail lined and locked to prevent access to the inaccessible track.
 - ☐ A discontinuity of rail that prevents access to the inaccessible track.

Are there adjacent tracks? If yes, what is the additional protection: _____

Are all roadway work group members trained in UDR's OST plan? ☐ Yes ☐ No

Equipment hazards, clearances and speeds was discussed. ☐ Yes ☐ No ☐ N/A

Do all roadway work group members understand the work, safety concerns, OTS being provided, and there are no good faith challenges? ☐ Yes ☐ No

Employee in Charge of providing on track safety: _____

This form must be retained until the job is complete then submitted to the UDR for filing.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-54

Committee: Regional Railroad Authority

Meeting Date: 9/12/2017

SUBJECT: Support for the Rush Line Corridor Locally Preferred Alternative

REQUESTED ACTION

1. Support the selection of Alternative 1 as the Rush Line Corridor Locally Preferred Alternative.
2. Direct the County Manager to work collaboratively with St. Paul, Maplewood, Vadnais Heights, Gem Lake, White Bear Lake, and White Bear Township to undertake and develop station area plans for the proposed BRT station areas based on market conditions, community input and Metropolitan Council guidelines and expectation for development density, level of activity and design.
3. Support the planned Route 54 extension and exploration of other transit improvements within the study area by others including, but not limited to, improved bus service along 35E and to the northern portion of the Rush Line Corridor, the future conversion of Route 54 to Arterial BRT and the consideration of a potential Modern Streetcar along E. 7th Street to create a more comprehensive transit system.
4. Authorize Ramsey County Regional Railroad Authority Chair to transmit the resolution to the Metropolitan Council to be included in the next update to the region's 2040 Transportation Policy Plan.

EXECUTIVE SUMMARY

The Rush Line Corridor is an 80-mile travel corridor between St. Paul and Hinckley Minnesota, consisting of urban, suburban and rural communities. A Pre-Project Development Study has been completed to analyze bus and rail alternatives in the 30-mile study area between St. Paul and Forest Lake, which has the greatest potential for significant transit improvements in the near term.

The purpose of the Rush Line Corridor Project is to provide transit service that satisfies the long-term regional mobility and accessibility needs for businesses and the traveling public and catalyzes sustainable development within the 30-mile study area. The Pre-Project Development Study was a joint local and regional planning effort conducted by the Rush Line Corridor Task Force and led by the Ramsey County Regional Railroad Authority; and

The Locally Preferred Alternative includes the definition of the mode, conceptual alignment and general station locations which can be refined through further environmental and engineering efforts. After a thorough technical analysis of 55 potential route segments and 7 transit modes and extensive public engagement through the Pre-Project Development Study Alternative 1 has been identified as the Locally Preferred Alternative.. Alternative 1 best meets the project's purpose and need and would likely qualify for Federal Transit Administration New Starts funding.

Alternative 1 is defined as Bus Rapid Transit within a dedicated guideway generally along Phalen Boulevard, Ramsey County Regional Railroad Authority right-of-way and Trunk Highway 61, extending approximately 14 miles, and connecting Union Depot in downtown St. Paul to the east side neighborhoods of St. Paul, the Cities of Maplewood, Vadnais Heights, Gem Lake and White Bear Lake and White Bear Township. Alternative 1 would be co-located with the Bruce Vento Trail

Support for the Rush Line Corridor Locally Preferred Alternative

through the portion of the route that utilizes the Ramsey County Regional Railroad Authority right-of-way.

The next phase of the project will include environmental analysis under the Federal and State environmental review processes to avoid, minimize, and mitigate potential impacts while maximizing mobility, accessibility and surrounding economic development opportunities. The public will continue to be engaged throughout the environmental review process and subsequent design, engineering and construction phases to ensure that the project is reflective of the needs of the diverse communities within the Rush Line Corridor.

The Ramsey County Regional Railroad Authority held a Public Hearing on August 22, 2017 to collect comments on the Rush Line Corridor Locally Preferred Alternative before considering a resolution of support for the Rush Line Corridor Locally Preferred Alternative.

FISCAL IMPACT

Approval of the Locally Preferred Alternative will advance the Rush Line Corridor project in the environmental analysis which will be followed by Project Development, Engineering and ultimately construction. Funding for the completion of the environmental analysis will be provided by the RCRRA. Funding for subsequent project phases will be provided by the RCRRA, Ramsey County and Federal Government. The preliminary cost split is anticipated to be 10% RCRRA, 40% Ramsey County and 50% Federal Government.

COUNTY MANAGER COMMENTS

In order for the Rush Line Corridor to be included in the next update to the Metropolitan Council's 2040 Transportation Policy Plan, the Ramsey County Regional Railroad Authority is required to hold a public hearing on the Locally Preferred Alternative and pass a resolution of support for the Locally Preferred Alternative. Inclusion in the region's Transportation Policy Plan is required in order for the project to be eligible for federal funding.

PREVIOUS ACTION

On August 8, 2017, The Ramsey County Regional Railroad Authority approved to set a date and time for the Public Hearing regarding the selection of the Locally Preferred Alternative for the Rush Line Corridor (Resolution R2017-47).

On August 22, 2017, The Ramsey County Regional Railroad Authority held a Public Hearing for the purpose of taking comments on the selection of the Locally Preferred Alternative for the Rush Line Corridor.

ATTACHMENTS

1. Draft Resolution
2. LPA Fact Sheet

Draft Resolution

WHEREAS, The Rush Line Corridor is an 80-mile travel corridor between St. Paul and Hinckley Minnesota, consisting of urban, suburban and rural communities; and

WHEREAS, A Pre-Project Development Study has been completed to analyze bus and rail alternatives in the 30-mile study area between St. Paul and Forest Lake, which has the greatest potential for significant transit improvements in the near term; and

WHEREAS, The purpose of the Rush Line Corridor Project is to provide transit service that satisfies the long-term regional mobility and accessibility needs for businesses and the traveling public and catalyzes sustainable development within the 30-mile study area; and

WHEREAS, The Pre-Project Development Study was a joint local and regional planning effort conducted by the Rush Line Corridor Task Force and led by the Ramsey County Regional Railroad Authority; and

WHEREAS, After a thorough technical analysis of 55 potential route segments and 7 transit modes and extensive public engagement through the Pre-Project Development Study Alternative 1 has been identified as the Locally Preferred Alternative; and

WHEREAS, The Locally Preferred Alternative includes the definition of the mode, conceptual alignment and general station locations which can be refined through further environmental and engineering efforts; and

WHEREAS, Alternative 1 best meets the project's purpose and need and would likely qualify for Federal Transit Administration New Starts funding; and

WHEREAS, Alternative 1 is defined as Bus Rapid Transit within a dedicated guideway generally along Phalen Boulevard, Ramsey County Regional Railroad Authority right-of-way and Trunk Highway 61, extending approximately 14 miles, and connecting Union Depot in downtown St. Paul to the east side neighborhoods of St. Paul and the Cities of Maplewood, Vadnais Heights, Gem Lake and White Bear Lake (see attached figure); and

WHEREAS, Alternative 1 would be co-located with the Bruce Vento Trail through the portion of the route that utilizes the Ramsey County Regional Railroad Authority right-of-way; and

WHEREAS, The next phase of the project will include environmental analysis under the Federal and State environmental review processes to avoid, minimize, and mitigate potential impacts while maximizing mobility, accessibility and surrounding economic development opportunities; and

WHEREAS, The public will continue to be engaged throughout the environmental review process and subsequent design, engineering and construction phases to ensure that the project is reflective of the needs of the diverse communities within the Rush Line Corridor; and

WHEREAS, A connector bus from White Bear Lake to Forest Lake and other bus service improvements will continue to be explored during the environmental analysis phase of the Project; and

52 WHEREAS, The comments submitted by agencies, adjacent communities, the business
53 sector and the public during the Locally Preferred Alternative comment period and throughout
54 the duration of the Pre-Project Development Study will be addressed accordingly in the
55 environmental analysis phase of the Project; and
56

57 WHEREAS, On August 22, 2017 the Ramsey County Regional Railroad Authority held a
58 Public Hearing for the purpose of taking comments on the selection of the Locally Preferred
59 Alternative for the Rush Line Corridor before considering a resolution of support; Now,
60 Therefore Be It
61

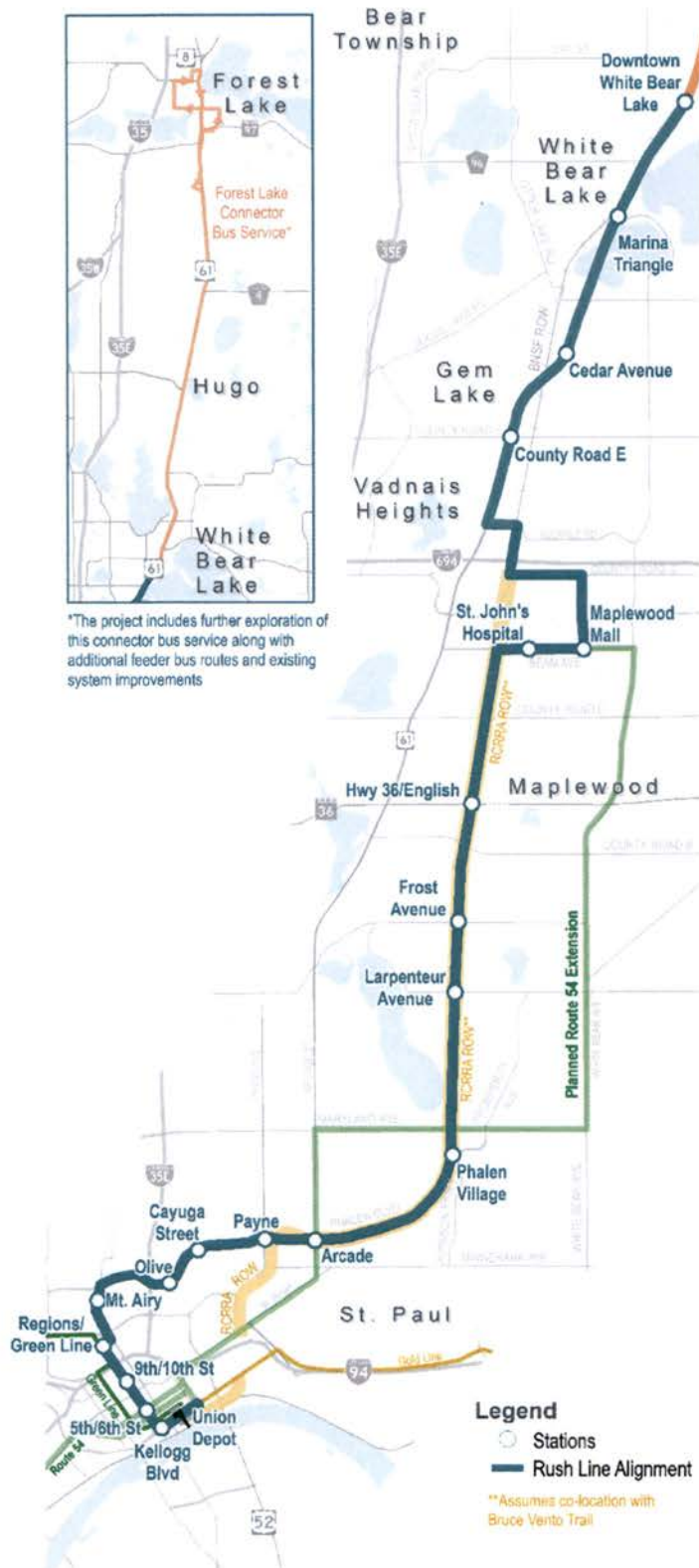
62 RESOLVED The Ramsey County Regional Railroad Authority supports the selection of
63 Alternative 1 as the Rush Line Corridor Locally Preferred Alternative; and Be It Further
64

65 RESOLVED, The County Manager will work collaboratively with St. Paul, Maplewood,
66 Vadnais Heights, Gem Lake, White Bear Lake, and White Bear Township to undertake and
67 develop station area plans for the proposed BRT station areas based on market conditions,
68 community input, Metropolitan Council guidelines, and expectations for development density,
69 level of activity and design; and Be It Further
70

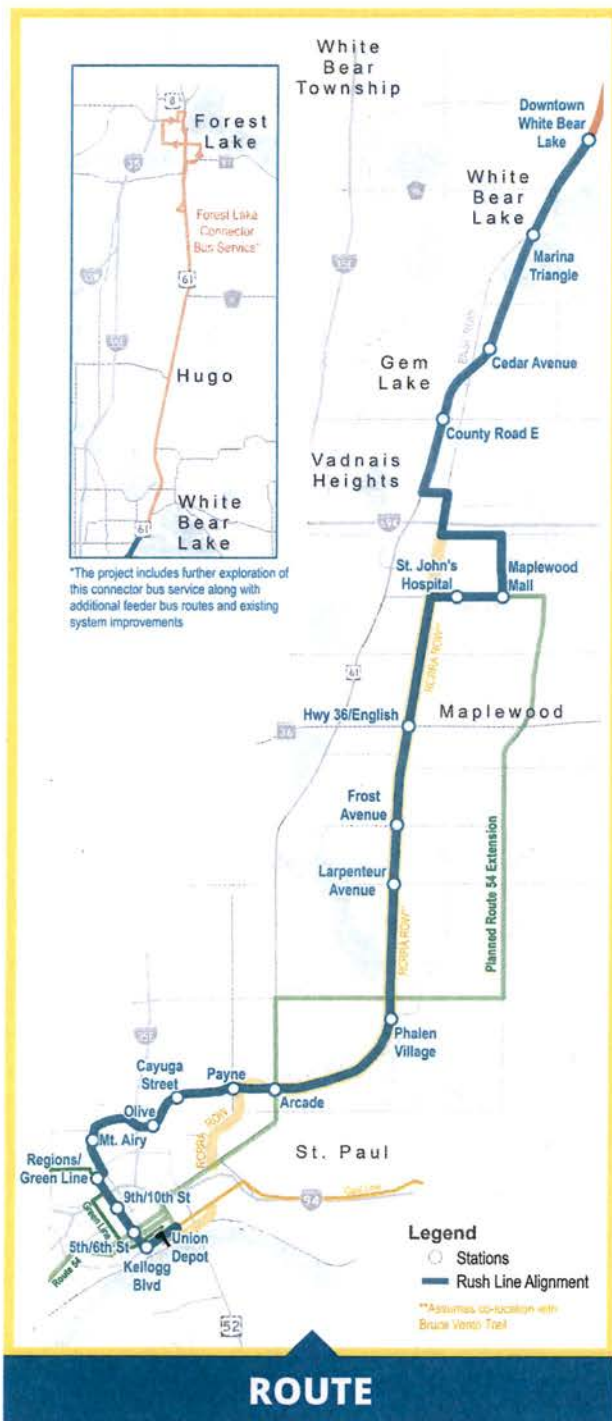
71 RESOLVED, The Ramsey County Regional Railroad Authority supports the planned
72 Route 54 extension and exploration of other transit improvements within the study area by
73 others including, but not limited to, improved bus service along 35E and to the northern portion
74 of the Rush Line Corridor, the future conversion of Route 54 to Arterial BRT and the
75 consideration of a potential Modern Streetcar along East 7th St to create a more comprehensive
76 transit system; and Be It Further
77

78 RESOLVED, The Ramsey County Regional Railroad Authority Chair will transmit this
79 Resolution to the Metropolitan Council to be included in the next update to the region's 2040
80 Transportation Policy Plan.
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LPA Figure



RUSH LINE PRE-PROJECT DEVELOPMENT STUDY LOCALLY PREFERRED ALTERNATIVE SUMMARY



STUDY PROCESS



IDENTIFY TRANSIT INVESTMENT THAT BEST MEETS THE NEEDS OF THE CORRIDOR

Referred to as the Locally Preferred Alternative (LPA)



Dedicated Guideway Bus Rapid Transit

*Orange Line BRT, Los Angeles, CA
Photo Credit: Los Angeles Metro*

The Rush Line locally preferred alternative is **dedicated guideway bus rapid transit** from **Union Depot in St. Paul to White Bear Lake**, generally along Robert Street, Phalen Boulevard, Ramsey County Regional Railroad Authority right-of-way (Bruce Vento Trail), and Highway 61.

- ▶ **Dedicated guideway bus rapid transit will share the Ramsey County Regional Railroad Authority right-of-way with the Bruce Vento Trail.**
- ▶ **The locally preferred alternative is a cost-effective solution that meets federal transit administration benchmarks for funding**
- ▶ **The locally preferred alternative best meets the needs of the corridor**
- ▶ **Why bus rapid transit?**
 - Similar level of service, but half the cost of light rail
 - Fast and frequent
 - Reliable and convenient
 - Catalyst for economic development
- ▶ **Why the Ramsey County Regional Railroad Authority right-of-way?**
 - Less costly due to public ownership of right-of-way
 - Highest potential ridership
 - Shortest travel time

- Greatest development potential due to permanence of dedicated guideway
- No private property acquisitions are anticipated

▶ **Why Phalen/Robert into downtown St. Paul?**

- Serves the most jobs and equity populations (zero-car households, households below poverty)
- Shortest travel time
- Highest potential ridership
- Convenient transfer to METRO Green Line expands transit access within the region

▶ **Why Highway 61 north of I-694?**

- More cost effective than using BNSF Railway right-of-way
- Serves more jobs

▶ **More than 5,000 people participated in the Rush Line study through community events, business outreach, presentations, pop-up events, social media, and online engagement forums.**

NEXT STEPS ▶

JUNE/JULY 2017

County and cities along route asked to confirm support for locally preferred alternative

AUGUST 2017

Submit locally preferred alternative and resolutions of support to Met Council

FALL 2017

More detailed environmental analysis and public engagement begins

LOCALLY PREFERRED ALTERNATIVE STATISTICS

APPROX. LENGTH: **14 MILES**

DEDICATED GUIDEWAY: **85-90%**
(transit-only) *important to catalyze economic development

NUMBER OF STATIONS: **20**
includes Union Depot and Maplewood Mall Transit Center

SCHEDULE: **5A-12A | 7 DAYS/WEEK**
starts at 6a on Sunday

FREQUENCY:
RUSH HOUR: EVERY 10 MIN.
NON-RUSH HOUR: EVERY 15 MIN.

CAPITAL COST (\$2021): **\$420M**
(+\$55M for other transit routes in guideway)

ANNUAL O&M COST (\$2015): **\$7.8-8M**

AVERAGE DAILY RIDERSHIP (2040):
5,700-9,700
higher ridership if other transit routes are in the guideway

TRAVEL TIME: **14 MIN.**
one way, White Bear Lake → Maplewood Mall

TRAVEL TIME: **30 MIN.**
one way, Maplewood Mall → St. Paul Central Business District

TRAVEL TIME: **6 MIN.**
one way, St. Paul Central Business District → Union Depot

PEOPLE LIVING IN STATION AREAS (2040):
60,200

JOBS IN STATION AREAS (2040): **106,700**

PEOPLE LIVING BELOW POVERTY
IN STATION AREAS (2014): **11,700**

Sign up for email updates. Provide comments. Ask questions. Learn more.



www.rushline.org



info@rushline.org



651-266-2760



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REQUEST FOR ACTION REGIONAL RAILROAD AUTHORITY

Requesting Department: Regional Railroad Authority

R2017-52

Committee: Regional Railroad Authority

Meeting Date: 9/12/2017

SUBJECT: 2018 Budget - Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority

REQUESTED ACTION

Approve the proposed maximum tax levy to finance the 2018 Ramsey County Regional Railroad Authority Budget, in the amount of \$22,524,228.

EXECUTIVE SUMMARY

Minnesota Statute 275.065 requires Ramsey County Regional Railroad Authority (RCRRA), as a special taxing district, to certify a proposed maximum tax levy to the Property Tax, Records and Election Services (PTRES) Department (County Auditor) by September 30, 2017.

On August 15, 2017, the Board of Ramsey County Commissioners Budget Committee of the Whole, as part of the Economic Growth and Community Investment 2018-2019 Budget Hearing, met and reviewed the Transit and Transit Oriented Development (TTOD) proposed 2018-2019 budget. As such, the revenue from RCRRA used to finance TTOD is \$22,082,576 in 2018 and \$23,946,718 in 2019. This establishes the RCRRA levy amount and the amount for the estimated tax delinquency. The total proposed RCRRA tax levy for 2018 is \$ 22,524,228 as summarized below.

	RCRRA Operations	CIP	2018 RCRRA Total
Gross Budget	12,248,800	7,650,000	19,898,800
Less - Revenues	(2,261,225)	-	(2,261,225)
Subtotal	9,987,575	7,650,000	17,637,575
Minus - Fund Balance	-	(4,445,001)	(4,445,001)
Subtotal	9,987,575	12,095,001	22,082,576
Plus - Estimated Tax Delinquency	199,752	241,900	441,652
Total Tax Levy	\$10,187,327	\$12,336,901	\$22,524,228

An important provision of Minnesota Statute 275.065 is that the approved tax levy for the 2018 RCRRA budget cannot be more than the proposed maximum tax levy certified by the RCRRA.

The 2018 proposed levy for the RCRRA is \$22,524,228, which is an increase of \$1,343,518 or 6.3% from the 2017 levy of \$21,180,710.

The RCRRA will approve the 2018 proposed budget, addenda, and levy on December 12, 2017.

FISCAL IMPACT

Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2018 Budget

The proposed maximum tax levy must be certified by September 30, 2017 to comply with Minnesota Statute 275.065.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority is required to certify the proposed maximum tax levy by September 30, 2017.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Draft Resolution

Draft Resolution

WHEREAS, Minnesota Statute 275.065 requires the Ramsey County Regional Railroad Authority, as a special taxing district, to certify a proposed maximum tax levy to the Property Tax, Records and Election Services Department (County Auditor) by September 30, 2017; and

WHEREAS, An important provision of Minnesota Statute 275.065 is that the approved tax levy for the 2018 Ramsey County Regional Railroad Authority budget cannot be more than the proposed maximum tax levy certified by the Ramsey County Regional Railroad Authority; and

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

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the proposed maximum tax levy of \$22,524,228 to finance the 2018 Ramsey County Regional Railroad Authority Budget, which in accordance with the Minnesota Statute 275.065, must be certified to the Department of Property Tax, Records and Election Services Department by September 30, 2017.

STATE OF MINNESOTA; COUNTY OF RAMSEY)) SS.

I, Johanna Berg, Acting Director—Ramsey County Regional Railroad Authority, do hereby certify that the foregoing is a true and correct copy of the Resolution R2017-__, adopted by the Ramsey County Regional Railroad Authority on September 12, 2017.

Johanna Berg, Acting Director
Ramsey County Regional Railroad Authority

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, Assistant County Attorney.

ROLL CALL**1. ROLL CALL**

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

2. Agenda of September 26, 2017 is Presented for Approval**VOTING**

Motion by: Mary Jo McGuire

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			

3. Minutes from September 12, 2017 are Presented for Approval**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			

4. **Cooperative Funding Agreement with Metropolitan Council, Ramsey County, and Washington County for the Metro Gold Line Bus Rapid Transit Project (Resolution R2017-26)**

VOTING

Motion by: Jim McDonough

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 Metro Gold Line Bus Rapid Transit Project will provide for transit infrastructure improvements in the eastern portion of the Twin Cities; and

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

WHEREAS, The Metro Gold Line Bus Rapid Transit Project is located in Ramsey and Washington Counties, Minnesota, extending approximately nine miles, and connecting downtown Saint Paul with its East Side neighborhoods and the suburbs of Maplewood, Landfall, Oakdale, and Woodbury; and

WHEREAS, Bus Rapid Transit in a dedicated guideway was selected as the Locally Preferred Alternative for the corridor; and

WHEREAS, The Metro Gold Line Bus Rapid Transit Project has been transitioned from Washington County to the Metropolitan Council as the lead agency consistent with how other regional transitway projects have been delivered; and

WHEREAS, The next phase of the Metro Gold Line Bus Rapid Transit Project is Project Development which is anticipated to take two years to complete; and

WHEREAS, The total cost for the Project Development Phase is \$25,000,000; and

WHEREAS, The Ramsey County Regional Railroad Authority funding share of the Project Development phase is \$2,500,000; and

WHEREAS, A Cooperative Funding Agreement with Metropolitan Council, Ramsey County and Washington County is necessary in order to establish the respective roles and obligations of each Project partner relating to the Project Development phase of the Metro Gold Line Bus Rapid Transit Project and to provide a mechanism for the transfer of funds from the Counties to the Council; and

WHEREAS, The Project partners will need to negotiate additional agreements for subsequent phases of the Project; and

WHEREAS, The Cooperative Funding Agreement becomes effective upon execution by all parties to the agreement and once acknowledgment is received that the Metro Gold Line Bus Rapid

Transit Project has been accepted into the Project Development phase of Federal Transit Administration's Capital Investment Grant Program as a New Starts project; NOW, THEREFORE BE IT

RESOLVED, The Ramsey County Regional Railroad Authority approves the Cooperative Funding Agreement with the Metropolitan Council, Ramsey County, and Washington County for the Metro Gold Line Bus Rapid Transit Project for the Project Development phase of the Project with Ramsey County Regional Railroad Authority funding share in an amount not to exceed \$2,500,000; and BE IT FURTHER

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Cooperative Funding Agreement for the Metro Gold Line Bus Rapid Transit Project for Project Development; 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 expenses.

5. Easement with Metropolitan Council for the Environmental Services North Area Interceptor Rehabilitation Project in Ramsey County Regional Railroad Authority Right-of-Way (Resolution R2017-27)

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			

WHEREAS, The Metropolitan Council provides for the sanitary sewer collection system throughout the metropolitan area; and

WHEREAS, The Metropolitan Council is undertaking a public improvement project for the trenchless rehabilitation of the Environmental Services North Area Interceptor, SPIS 7122, including the portion of the interceptor located under Interstate 694 in the vicinity of the Bruce Vento Trail; and

WHEREAS, The Metropolitan Council is requesting a temporary easement from Ramsey County Regional Railroad Authority to locate a temporary conveyance pipe under and along a portion of Ramsey County Regional Railroad Authority right of way currently used for the Bruce Vento Trail between County Road D and Buerkle Road; and

WHEREAS, The temporary easement will be granted for the period of October 1, 2017 through June 30, 2019 during which the Bruce Vento Trail will remain open with the exception of the two (2) day periods, to install the temporary conveyance pipe at the start of the project and to remove the temporary conveyance pipe at the conclusion of the project; and

WHEREAS, The Metropolitan Council is responsible to monitor the temporary conveyance piping system throughout the term of the easement, address any issues that may arise, and pay all costs associated with the installation, maintenance and removal of the temporary conveyance system, including all restoration; Now, Therefore, Be It

RESOLVED, Ramsey County Regional Railroad Authority approves the Temporary Easement with the Metropolitan Council for the Environmental Services North Area Interceptor Rehabilitation Project in Ramsey County Regional Railroad (RCRRA) right of way for the period of October 1, 2017 through June 30, 2019, in substantially the same form, subject to approval by the County Attorney's Office; and Be It Further

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

6. River Balcony Project (Resolution R2017-28)

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 River Balcony was initially proposed in the 2013 Great River Passage Master Plan and adopted by the Saint Paul City Council; and

WHEREAS, The River Balcony will be a 1.5 mile elevated pedestrian walkway overlooking the Mississippi River in downtown Saint Paul between the Science Museum of Minnesota and Union Depot; and

WHEREAS, This proposed amenity in the heart of Saint Paul will be designated to accommodate walking, outdoor seating, gathering and related public activities, and be a catalyst for economic development; and

WHEREAS, The River Balcony is of particular interest to Ramsey County Regional Railroad Authority as it would connect to the Union Depot; and

WHEREAS, The River Balcony Master Plan was adopted as an amendment to the Great River Passage Plan by the Saint Paul City Council on June 21, 2017 and is a guiding document for development of the River Balcony, identifying project scope, development opportunities and design direction; and

WHEREAS, The Master Plan contains a vision statement, goals and design principles for the River Balcony, as well as a set of design guidelines for the River Balcony and adjacent private development; and

WHEREAS, Implementation of the River Balcony will be financed through public-private partnerships lead by City staff as the Great River Passage Initiative; and

WHEREAS, The City of Saint Paul is seeking funding partners in order to proceed with the next steps including the selection of a creative team and completion of schematic design, construction cost estimates, and funding alternatives; Now, Therefore, Be It

RESOLVED, Ramsey County Regional Railroad Authority directs staff to work with the City of Saint Paul, community members and other interested parties to advance the River Balcony project

between the Science Museum of Minnesota and Union Depot by having the City of Saint Paul proceed to complete the schematic design; and Be It Further

RESOLVED, Ramsey County Regional Railroad Authority encourages the City of Saint Paul, businesses and other interested parties to provide funds for completion of the schematic design, estimated by the City of Saint Paul at \$600,000; and Be It Further

RESOLVED, Ramsey County Regional Railroad Authority authorizes the Chair to commit \$100,000 from the Ramsey County Regional Railroad Authority capital reserves to the City of Saint Paul for the River Balcony schematic design with disbursement contingent upon the City receiving funding commitments for the entire schematic design cost from private and public funding partners; and Be It Further

RESOLVED, Ramsey County Regional Railroad Authority approves an Agreement with the City of Saint Paul for the River Balcony schematic design for the period of October 1, 2017 through December 31, 2018, in substantially the same form, subject to approval by the County Attorney's Office; and Be It Further

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

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

7. **Corridor Updates (Discussion can be found on archived video)**

8. **Adjournment**

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


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
September 26, 2017 – ROLL CALL

Call to Order: 9:45 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of September 26, 2017 is presented for approval

Moved: MM Seconded: BH

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

3. Minutes from September 12, 2017 are presented for approval

Moved: BH Seconded: JM

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

ADMINISTRATIVE ITEMS

4. Cooperative Funding Agreement with Metropolitan Council, Ramsey County, and Washington County for the Metro Gold Line Bus Rapid Transit Project

Moved:

JM

Seconded:

TC

YEA

NAY

ABSENT

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

☒	☐	☐
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☒	☐	☐

5. Easement with Metropolitan Council for the Environmental Services North Area Interceptor Rehabilitation Project in Ramsey County Regional Railroad Authority Right-of-Way

Moved:

VR

Seconded:

JM

YEA

NAY

ABSENT

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

☒	☐	☐
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6. River Balcony Project

Moved:

JM

Seconded:

VR

YEA

NAY

ABSENT

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

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7. Corridor Updates

8. Adjournment

Meeting adjourned at 9:57 am.

Sara-Lyng
632.5373

allina Home Nurse
651.500.7737
Thurs - mtg



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

AGENDA

Tuesday, September 26, 2017
Immediately following the County Board Meeting

Council Chambers – Third Floor Court House
15 W. Kellogg Blvd., St. Paul, MN 55102

1. ROLL CALL

2. R2017-63 Agenda of September 26, 2017 is Presented for Approval

Approve the agenda of September 26, 2017.

3. R2017-64 Minutes from September 12, 2017 are Presented for Approval

Approve the minutes from September 12, 2017.

ADMINISTRATIVE ITEMS

4. R2017-59 Cooperative Funding Agreement with Metropolitan Council, Ramsey County, and Washington County for the Metro Gold Line Bus Rapid Transit Project

1. Approve the Cooperative Funding Agreement with Metropolitan Council, Ramsey County, and Washington County for the Metro Gold Line Bus Rapid Transit Project for the Project Development phase of the Project with Ramsey County Regional Railroad Authority funding share in an amount not to exceed \$2,500,000.
2. Authorize the Chair to execute the Cooperative Funding Agreement for Project Development.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations

5. R2017-61 Easement with Metropolitan Council for the Environmental Services North Area Interceptor Rehabilitation Project in Ramsey County Regional Railroad Authority Right-of-Way

1. Approve the Temporary Easement with the Metropolitan Council for the Environmental Services North Area Interceptor Rehabilitation Project in Ramsey County Regional Railroad right-of-way for the period of October 1, 2017 through June 30, 2019.
2. Authorize the Chair to execute the Temporary Easement.

6. R2017-60 River Balcony Project

1. Direct staff to work with the City of Saint Paul, community members and other interested parties to advance the River Balcony project between Eagle Street and Union Depot by

- having the City of Saint Paul proceed to complete the schematic design.
- 2. Encourage the City of Saint Paul, businesses and other interested parties to provide funds for completion of the schematic design, estimated by the City of Saint Paul at \$600,000.
- 3. Commit \$100,000 from the Ramsey County Regional Railroad Authority capital reserves for the River Balcony schematic design.
- 4. Approve an Agreement with the City of Saint Paul for the River Balcony schematic design for the period of October 1, 2017 through December 31, 2018, in substantially the same form, subject to approval by the County Attorney's office.
- 5. Authorize the Chair to execute the Agreement.
- 6. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

7. Corridor Updates

8. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-63

Committee:

Meeting Date:

SUBJECT: Agenda of September 26, 2017 is Presented for Approval

REQUESTED ACTION

Approve the agenda of September 26, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-64

Committee: Regional Railroad Authority

Meeting Date: 9/26/2017

SUBJECT: Minutes from September 12, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from September 12, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-59

Committee: Regional Railroad Authority

Meeting Date: 9/26/2017

SUBJECT: Cooperative Funding Agreement with Metropolitan Council, Ramsey County, and Washington County for the Metro Gold Line Bus Rapid Transit Project

REQUESTED ACTION

1. Approve the Cooperative Funding Agreement with Metropolitan Council, Ramsey County, and Washington County for the Metro Gold Line Bus Rapid Transit Project for the Project Development phase of the Project with Ramsey County Regional Railroad Authority funding share in an amount not to exceed \$2,500,000.
2. Authorize the Chair to execute the Cooperative Funding Agreement for Project Development.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations

EXECUTIVE SUMMARY

The Metro Gold Line Bus Rapid Transit Project (Project), formerly known as the "Gateway Corridor," will provide transit infrastructure improvements that benefit Ramsey County residents and businesses. The purpose of the Project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the traveling public within the project area by providing all day bi-directional station-to-station service that complements existing and planned express bus service in the corridor. The Project is located in Ramsey and Washington Counties, extending approximately nine miles from Union Depot in downtown Saint Paul to the East Side neighborhoods and the suburbs of Maplewood, Landfall, Oakdale, and Woodbury. As part of the environmental assessment process, Bus Rapid Transit in a dedicated guideway was selected as the Locally Preferred Alternative for the corridor.

The Project is a critical component of the region's transportation system and will improve the competitiveness of Ramsey County in attracting employers and residents. The Project is consistent with Ramsey County goals to cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty and enhancing access to opportunity and mobility for all residents and businesses.

On February 7, 2017, Ramsey County Regional Railroad Authority (RCRRA) approved a funding commitment of \$2,500,000 towards the Project Development (PD) phase of the Project. The total cost for the PD phase is \$25,000,000.

The funding breakdown among the Project partners is listed below and is consistent with the Counties Transit Improvement Board (CTIB) Resolution #35-2017 related to the dissolution of CTIB, future Project funding commitments and the fulfillment of all outstanding CTIB debt and funding obligations. Of the \$25,000,000 PD cost, Ramsey County and RCRRA are responsible for \$8,500,000; \$6,000,000 from Ramsey County transportation sales tax proceeds and \$2,500,000 from RCRRA tax levy.

Cooperative Funding Agreement with Metropolitan Council, Ramsey County, and Washington County for the Metro Gold Line Bus Rapid Transit Project

Project Partners	PD Funding Commitment	Percentage
CTIB Grant	\$6,000,000	24%
State of Minnesota	\$2,000,000	8%
Washington County	\$8,500,000	34%
Ramsey County Regional Railroad Authority	\$2,500,000	10%
Ramsey County	\$6,000,000	24%
TOTAL	\$25,000,000	100%

In August 2017, Washington County officially transitioned the Project to the Metropolitan Council as the lead agency. The Metropolitan Council will be responsible for leading the PD, Engineering, Construction and Operation phases of the Project which is consistent with how other regional transitway projects have been delivered.

A Cooperative Funding Agreement (CFA) with Metropolitan Council, Ramsey County and Washington County is necessary in order to establish the respective roles and obligations of each Project partner relating to the PD phase of the Project and to provide a mechanism for the transfer of funds from the Counties to the Council for funding of the PD phase of the Project. This agreement is only for the PD phase of the Project, the Project partners will need to negotiate additional agreements for subsequent phases of the Project.

The CFA becomes effective upon execution by all of the parties to the agreement and once acknowledgment is received that the Project has been accepted into the PD phase of FTA's Capital Investment Grant Program as a New Starts project.

A separate companion request is going to the Ramsey County Board of Commissioners for approval of the Cooperative Funding Agreement with the Metropolitan Council, RCRRA, and Washington County for the Metro Gold Line Bus Rapid Transit Project.

FISCAL IMPACT

Funding for RCRRA's share of the Project Development phase of the Metro Gold Line Bus Rapid Transit Project is available in the Gateway Corridor Capital Project Budget. Funding for the Project Development phase of the Metro Gold Line Bus Rapid Transit Project will come from: \$2,500,000 from the RCRRA tax levy, and \$6,000,000 from Ramsey County transportation sales tax.

COUNTY MANAGER COMMENTS

The Ramsey County Regional Railroad Authority is required to approve agreements over \$100,000.

PREVIOUS ACTION

On February 7, 2017, Ramsey County Regional Railroad Authority approved a funding commitment of \$2,500,000 towards the Project Development phase of the Gateway Gold Line Project (Resolution R2017-8)

On December 16, 2016, Ramsey County Regional Railroad Authority supported the Refined East End Section of the Locally Preferred Alternative for the Gateway Corridor (Resolution R2016-67).

ATTACHMENTS

1. Draft Resolution
2. Cooperative Funding Agreement for the Metro Gold Line Bus Rapid Transit Project
3. CTIB Resolution 35-2017

1 DRAFT RESOLUTION

2
3 WHEREAS, The Metro Gold Line Bus Rapid Transit Project will provide for transit
4 infrastructure improvements in the eastern portion of the Twin Cities; and
5

6 WHEREAS, The purpose of the Metro Gold Line Bus Rapid Transit Project is to
7 provide transit service to meet the existing and long-term regional mobility and local
8 accessibility needs for businesses and the traveling public within the project area by
9 providing all day bi-directional station-to-station service that complements existing and
10 planned express bus service in the corridor; and
11

12 WHEREAS, The Metro Gold Line Bus Rapid Transit Project is located in Ramsey
13 and Washington Counties, Minnesota, extending approximately nine miles, and connecting
14 downtown Saint Paul with its East Side neighborhoods and the suburbs of Maplewood,
15 Landfall, Oakdale, and Woodbury; and
16

17 WHEREAS, Bus Rapid Transit in a dedicated guideway was selected as the Locally
18 Preferred Alternative for the corridor; and
19

20 WHEREAS, The Metro Gold Line Bus Rapid Transit Project has been transitioned
21 from Washington County to the Metropolitan Council as the lead agency consistent with how
22 other regional transitway projects have been delivered; and
23

24 WHEREAS, The next phase of the Metro Gold Line Bus Rapid Transit Project is
25 Project Development which is anticipated to take two years to complete; and
26

27 WHEREAS, The total cost for the Project Development Phase is \$25,000,000; and
28

29 WHEREAS, The Ramsey County Regional Railroad Authority funding share of the
30 Project Development phase is \$2,500,000; and
31

32 WHEREAS, A Cooperative Funding Agreement with Metropolitan Council, Ramsey
33 County and Washington County is necessary in order to establish the respective roles and
34 obligations of each Project partner relating to the Project Development phase of the Metro
35 Gold Line Bus Rapid Transit Project and to provide a mechanism for the transfer of funds
36 from the Counties to the Council; and
37

38 WHEREAS, The Project partners will need to negotiate additional agreements for
39 subsequent phases of the Project; and
40

41 WHEREAS, The Cooperative Funding Agreement becomes effective upon execution
42 by all parties to the agreement and once acknowledgment is received that the Metro Gold
43 Line Bus Rapid Transit Project has been accepted into the Project Development phase of
44 Federal Transit Administration's Capital Investment Grant Program as a New Starts project;
45 NOW, THEREFORE BE IT
46

47 RESOLVED, The Ramsey County Regional Railroad Authority approves the
48 Cooperative Funding Agreement with the Metropolitan Council, Ramsey County, and
49 Washington County for the Metro Gold Line Bus Rapid Transit Project for the Project
50 Development phase of the Project with Ramsey County Regional Railroad Authority funding
51 share in an amount not to exceed \$2,500,000; and BE IT FURTHER
52

53 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair
54 to execute the Cooperative Funding Agreement for the Metro Gold Line Bus Rapid Transit

55 Project for Project Development; and BE IT FURTHER

56

57 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County

58 Manager to make all necessary budget adjustments including increasing estimated revenues
59 and expenses.

PROJECT: METRO GOLD LINE BUS RAPID TRANSIT (GBRT) PROJECT

NAME: Cooperative Funding Agreement for Project Development

PARTIES:

- Metropolitan Council
- Washington County
- Ramsey County
- Ramsey County Regional Railroad Authority

THIS AGREEMENT ("Agreement") is entered by and between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Council"), Washington County ("WC"), a political subdivision of the State of Minnesota, Ramsey County ("RC"), a political subdivision of the State of Minnesota, and Ramsey County Regional Railroad Authority ("RCRRA"), a political subdivision of the State of Minnesota. WC, RC and RCRRA collectively will be referred to as the "Counties," or when applicable "County"; RC and RCRRA are sometimes collectively referred to as "Ramsey"; and the Council, WC, RC and RCRRA collectively will be referred to as the "Parties."

WHEREAS:

1. The Parties are committed to the design and construction of a bus rapid transit ("BRT") line running from downtown Saint Paul through the cities of Maplewood, Landfall, Oakdale and Woodbury, which will connect with the METRO Green Line at Union Depot. This project will be described herein as the "Gold Line Bus Rapid Transit Project" or the "Project." The Project is defined in terms of the following major task groups: preliminary engineering, environmental review, final design, construction and pre-revenue testing.
2. The Project will expect a contribution of grant funds from the Federal Transit Administration ("FTA"). Capital Investment Grants Program ("CIGP") from the FTA require funding participation from non-federal sources, including state and local

governmental units.

3. The allocation of the estimated Total Project Cost ("TPC") and of the Project Development Phase Cost ("PDPC") for the Parties is set forth in **Exhibit A**. The allocation of estimated TPC for the Council consists of \$2 million of state General Obligation Bonds appropriated to the Council, in accordance with Minnesota Laws 2014, Chapter 294, Section 17, Subd. 2.
4. To receive a Full Funding Grant Agreement through the FTA, a Project Development Phase ("PDP") must be completed. To complete the PDP all items on the Engineering Checklist, referred to in **Exhibit B**, must be submitted and concurred with by the FTA.
5. Funds allocated to the federal government will not be forthcoming until after the PDP. As shown in the **Exhibit A** sub-table, each Party's portion of the PDPC will be a higher percentage than its respective portion of TPC.
6. The Parties wish to enter into this Agreement to establish their respective roles and obligations relating to the PDP, and to provide a mechanism for the transfer of funds from the Counties to the Council for funding of the PDP.
7. This agreement is only for the PDP. The Parties agree to begin negotiating subsequent agreements necessary for the next phase of the Project prior to the completion of the PDP.
8. As of the date of this Agreement, the FTA has not committed sufficient federal funds to cover the anticipated federal share of the Project. If FTA declines to provide federal CIGP funding for the Project, the Project will cease, or additional funding will be necessary for the Project to continue.

NOW, THEREFORE, in consideration of the mutual promises, agreements, benefits, and obligations in this Agreement, the Parties agree as follows:

ARTICLE I

EFFECTIVE DATE PROVISIONS

This Agreement is effective upon execution of all the Parties and execution of this Agreement by a Party is an acknowledgment of the METRO Gold Line Bus Rapid Transit Project entering into the PDP of FTA's CIGP as a New Starts project.

ARTICLE II

PROJECT DEVELOPMENT AND COUNCIL OBLIGATIONS

- A. Consultant Contracts and Lease Agreement.** The Council will prepare, negotiate, and enter into consulting agreements and a lease agreement to establish a project office for the Gold Line Bus Rapid Transit Project; collectively the consultants and the lessor will be referred to as "Project Contractors" and the contracts as "PDP Contracts".
- B. Providing Information to each County.** The Council will provide to the other Parties the following:
1. Monthly budget reports identifying all activities for which PDP funds have been expended, as detailed in Article II.C. of this Agreement;
 2. Monthly report on anticipated risk to scope and schedule;
 3. Upon a County's request, will provide to the requesting County copies of invoices and supporting documentation submitted by the Project Contractors;
 4. Upon a County's request, will provide to the requesting County the most current information generated by the Project Contractors, including copies of progress

reports;

5. Upon a County's request, will provide to the requesting County documentation identifying sources and uses of the Parties funding share and quarterly actual expenditures as compared to budget; and
6. Any other requests for existing Project documents.

C. **Project Development Budget.** The Council shall act as the fiscal manager for purposes of PDP. The budget will include all PDPC anticipated to be expended or to be held in contingency, including, without limitation, staffing (including timesheets showing time charged to the Project) and consultant costs, contingency items, other direct and overhead costs for all Parties, and costs related to other necessary PDP Contracts. The PDP budget is presented in **Exhibit A** as a 24-month cash flow. The monthly distribution of the PDP budget can be modified by written addendum to **Exhibit A** and executed by all the Authorized Representatives of the Parties (as the Authorized Representatives are identified in Article V.B.6. below), as long as the modification does not change the overall contribution amount of the Parties, as set forth in Article IV below and on **Exhibit A**.

D. **Cash Flow Projections.**

1. **Exhibit A** shows the current cash flow projection for PDP. The cash flow projection outlines the estimated monthly expenditures for PDP and the monthly amounts and percentages to be paid by each Party.
2. On a quarterly basis, the Council will provide the Counties updated cash flow projections. The cash flow projections will reflect the calendar year's

expenditures for PDP Contracts and for staff support. The Council will provide each Parties anticipated monthly contributions and the anticipated timing of payment and receipt.

3. Each County's allocation of funding contributions will approximate the percentage of funding set forth in **Exhibit A**.
4. In accordance with state management and budget office guidelines, certain PDPC (including, but not limited to Project Office costs, equipment for the Project Office, travel, membership dues, and food for meetings) may be ineligible for state funding. Upon notice to the Counties of which costs are eligible under applicable FTA, WC, RC and RCRRA guidelines as PDPC, the Council will budget such amounts and pay for such costs using the Counties' funds. The Counties recognize the Council may adjust percentage within the limits provided by Article III.A. because certain costs may not be eligible for funding from a particular Party.
5. The Counties' funds may only be used for CIGP federally-eligible activities, but shall not include Joint Development activities. In the event the FTA determines any PDPC is not eligible to qualify as part of the local match for the Project, these ineligible expenditures will be paid 50% by WC and 50% by Ramsey, unless the PDPC was in the form of in-kind match, in which case the county that provided the in-kind match would be responsible for 100% of the in-kind match deemed ineligible. Ineligible expenditures in the engineering and construction phases of work for the Project will be addressed in a separate agreement(s).

ARTICLE III

**COUNTIES RESPONSIBILITY FOR PROJECT DEVELOPMENT COSTS
AND CASH FLOW METHODOLOGY**

- A. Counties Responsibility for PDPC.** The Counties will be responsible for providing funds according to the Project's PDPC cash flow projections and Article III procedures.
- Notwithstanding the other provisions in Article III, WC's PDPC share will not exceed \$8.5 million and Ramsey's PDPC share will not exceed \$8.5 million. RC's share will not exceed \$6.0 million and RCRRA's share will not exceed \$2.5 million (unless RC and RCRRA agree to modify their respective shares of the Ramsey contribution).
- B. Payment of Counties' PDPC Share.**
- 1. Commencement of Counties Payment.** Payment for the Counties' PDPC share will commence upon this Agreement becoming effective as provided in Article I, and continue periodically thereafter until completion of the PDP. The Council will provide each County with a monthly invoice for the County's PDPC share based on the Council's cash flow projections as shown in **Exhibit A** (as **Exhibit A** may be updated) and the cash flow methodology detailed in Article III.B.2. Within thirty calendar days after receipt of an invoice from Council, each County will remit to Council the amount stated in the invoice. However, if a County is unable to make a payment within thirty calendar days because payment authorization is required by its governing board and its regularly scheduled meeting does not occur within thirty calendar day period, then the County that has not paid must notify the Council and payment may be remitted 45 calendar days after receipt of the invoice.

2. Cash Flow Methodology

- a. It is the intent of the Parties that the Council will not be required to finance any payments to be made by the Counties under Article III.B. If a County is late in paying its invoice, the offending County will be liable for its attributed share of any interest charges, not to exceed the then-current interest rate in use by the Council internal interest allocation up to a maximum interest rate not to exceed five percent, incurred by the Council or the Project as a result of delays in the invoiced payments by the County, the foregoing shall not apply to those invoiced items which are disputed by a County. Any such dispute will be subject to the provisions of Article VIII.A. of this Agreement.
- b. It is the intent of the Parties that all funding sources will contribute funds as set forth in the PDP's cash flow projections including any updates to those projections.
- c. At the completion of PDP, currently projected to be late 2019, and after payment of all PDPC, if principal funds received from a County remains unexpended, then the County will determine whether the excess unexpended funds will be applied to the future phases of the Project or be refunded to the County.
- d. At the completion of PDP, if the amount paid by a County is less than the amount allocated to that County as provided in Article III.A, and on **Exhibit A**, as the County's share and due from the County for actual PDPC,

the Council will invoice the respective County for such underpayment in accordance with the provisions of this Agreement and the respective County will reimburse the Council all funds owed up to the respective County's not to exceed amount for PDPC.

- C. Staff Support.** The Counties may provide staff support from among its own employees to assist in PDP activities. The specific roles, responsibilities and reporting structure for Counties' staff support will be determined and agreed upon in writing by the respective County's Authorized Representative and the Council's BRT Small Starts Project Office Senior Manager. The value (including overhead and fringe benefits) of any such staff support will be at the respective County's standard rates and will constitute an in-kind contribution, the value of which will be considered part of the local match for the County's PDPC share and the County's TPC share consistent with federal rules and regulations regarding in-kind contributions. The Counties will provide documentation to Council, including, without limitation, applicable standard staff rates for approved support staff. Council may request a County provide additional documentation to demonstrate the appropriateness of the expenditures for which eligible reimbursement is requested, or as required by the FTA for reporting purposes. Within thirty days after receipt, review, and acceptance of all such documentation, the Council will confirm in writing to the County the approved amount has been credited to the Project and applied to the County's PDPC share and the County's TPC share. The staff support levels agreed upon have been shown in Exhibit C to this Agreement.
- D. Interest and Unspent Funds.** Interest accrued on funds provided by the Counties to

Council under this Agreement will be held in a separate budget line and will be available upon a County's request. In any quarter where unspent principal funds exceed the amount of the next two months anticipated budgeted expenditures, the Counties will suspend payments under this Agreement for two months or until the Council demonstrates to the Counties reasonable satisfaction that payments are needed.

ARTICLE IV

COUNTY PROJECT CONTRIBUTION AND PROJECT DEVELOPMENT SHARE

- A. Total contributions for WC will not exceed \$8.5 million and for Ramsey will not exceed \$8.5 million, and the amount may only be modified subject to agreement of the County (and for Ramsey both RC and RCRRA) as evidenced by a resolution of the respective County's governing board.
- B. Each County acknowledges and agrees its expenditures under this Agreement are solely at its own risk, and completion of the Project beyond PDP is dependent upon funds from the Counties and federal funds.
- C. Nothing in this Agreement will be construed or deemed to create any obligation or commitment on the part of the Council to either:
- make any expenditures on its own part for the Project except as may be available for the PDP, or
 - reimburse a County for any Project expenditures authorized to be paid for by a County under this Agreement.

Notwithstanding the foregoing, Council affirms that it will make best efforts to secure timely funding from all funding sources associated with the Project.

ARTICLE V

PROJECT COORDINATION AND MANAGEMENT

- A. Coordination.** In all cases, the Council agrees to consult with or include the Counties in Project decision-making activities under this Agreement as delineated in this article and in Exhibit D.
- B. Participation.** During PDP, the Counties will have the opportunity to participate as follows:
1. Council will routinely consult with the Counties and any staff designated by the Counties during negotiations with FTA regarding federal related Project agreements. Council will provide the Counties and the Counties' designated staff with reasonable opportunity to review and comment on any proposed agreement related to PDP between Council and the FTA or any other federal cooperating agency, provided such review and comment will not in any manner delay Council's timeline for entering into such agreement.
 2. Council will invite representatives of the Counties to participate in the procurement review and recommendation of the engineering services consultant, project management and environmental services consultant, and any other consultant procurements to be used in carrying out PDP activities. Any County employee or representative participating in a Council procurement will follow all Council procurement policies and procedures and must be eligible to participate in the procurement to meet the procurement timelines as identified by the Council. The Council is not required to include County employees in a

- procurement to the extent that the employee's participation would create a conflict of interest or violate a federal, state, or Council regulation or policy.
3. Upon request from a County, the Council will make available to that County representative, for their inspection, copies of all bids or responses to Requests for Proposals ("RFP") for PDP Contracts and copies of executed PDP Contracts.
 4. Council will invite representatives from the Counties to participate in the Project, including, but not limited to all Project committee meetings and coordination meetings with the cities and interest groups as described in Exhibit D. Council staff will coordinate with the respective Counties' designated Senior Project Manager for the Project with respect to all requests for County Board actions relating to the Project.
 5. Prior to its submittal to the FTA, each County will be provided an opportunity to review the application requesting entry into the Engineering phase and the Project's Financial Management Plan.
 6. The Parties will name in written form its Authorized Representative for purposes of this Agreement.

ARTICLE VI

FINANCIAL MANAGEMENT

- A. **Council Federal Grantee.** The Council will be deemed the grantee for purposes of obtaining the federal funds for the Project. As grantee, the Council will conduct negotiations with the FTA on behalf of the Project and will submit all components required of any grant application for the Project to the FTA. The Counties acknowledge

that as the federal grantee for the Project, the Council is required to ensure the Project is carried out in compliance with federal law, regulations, and requirements. The Counties will cooperate with the Council in carrying out its obligations.

- B. Reporting Requirements.** Council will have the sole responsibility for reporting Project expenditures to the FTA and to the other Parties. The Council will have responsibility for audit functions under this Agreement.

ARTICLE VII

GENERAL PROVISIONS

- A. Conflict Resolution.** If a dispute should arise between the Parties to this Agreement with respect to this Agreement or any of its provisions, the Parties will use a dispute resolution process before exercising any legal remedies. The dispute resolution process is a three-level dispute resolution ladder that escalates a dispute from the project management level through the executive management level. At each level of the dispute resolution process, the Parties' representatives will meet and explore resolution until either party determines that effective resolution is not possible at the current level, and notifies the other party that the process is elevated to the next level. The Parties designate the following dispute resolution representatives:

	WC Representative	RC Representative	RCRRA Representative	Council Representative
Level 1	County Administrator	County Manager	County Manager	Regional Administrator
Level 2	Public Works Director	Deputy County Mgr. (ECGI)	RRA Director	General Manager
Level 3	Planning Division Mgr.	Transit Project Mgr.	Transit Project Mgr.	Senior Manager

The Parties must complete the dispute resolution process in good faith before resorting

to any other legal process or remedy. The Parties agree to attempt to settle any such dispute through the use of a mediator mutually acceptable to the Parties prior to the initiation of any legal action. Each Party will pay its own costs and expenses for preparation and presentation of its case to the mediator. The fees and costs charged by the mediator will be shared equally between the Parties.

B. Liability. With respect to the matters covered by this Agreement, each Party agrees that it will be responsible for its own acts and the acts of its officers and employees and any liability resulting therefrom to the extent authorized by law and will not be responsible for the acts of the other Parties or any liability resulting therefrom. Each Party acknowledges and agrees it is insured or self-insured consistent with the liability limits established in Minnesota Statutes Chapter 466. Each Party agrees to promptly notify the other Parties if it becomes aware of any Project related claim(s), or facts giving rise to such claims.

C. Employees. All employees of each Party and all persons engaged by each Party in the performance of any work or services required or provided for in this Agreement will be considered employees of the Party providing the employee and not any other party and any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, on any of the work or services provided to be rendered in this Agreement, will in no way be the obligation or responsibility of any other Party.

- D. **Successors and Assigns.** Each Party binds itself, its partners, successors, assigns and legal representatives to the other Parties for all covenants, agreements and obligations contained in this Agreement.
- E. **Applicable Provisions of Law.** The Parties agree to comply with applicable provisions of federal and state laws and regulations, which will be considered a part of this Agreement as though fully set forth in this Agreement.
- F. **Entire Agreement.** It is understood and agreed that the entire Agreement between the Parties is contained in this Agreement, including the "Whereas" provisions, and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter of this Agreement. All items referred to in this Agreement are incorporated and are deemed to be part of this Agreement.
- G. **Amendment.** Any alterations, variations, modifications, or waivers of provisions of this Agreement will only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties to this Agreement.
- H. **Severability.** The provisions of this Agreement will be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering will not affect the validity and enforceability of the remainder of this Agreement unless the parts which are void, invalid or otherwise unenforceable will substantially impair the value of the entire Agreement with respect to the Parties.
- I. **Non-Waiver.** One or more waivers by one or more Parties of any provision, term, condition or covenant of this Agreement will not be construed by any other Party as a waiver of a subsequent breach of the same by the non-waiving Party or Parties.

- J. **Non-Waiver of Municipal Immunity and Limits.** Nothing in this Agreement will be construed to waive the immunities or liability limits provided in Minnesota Statutes, Chapter 466, or other applicable state or federal law.
- K. **Governing Law.** This Agreement is entered under the laws of the State of Minnesota and will be interpreted in accordance with those laws.
- L. **Notices.** Any notice or demand, which may or must be given or made by a Party to this Agreement, under the terms of this Agreement or any law or regulation, will be in writing and will be sent certified mail or delivered in person to the other Parties as follows:

COUNCIL:

Senior Manager, Bus Rapid Transit/ Small Starts Projects
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

WASHINGTON COUNTY:

Washington County Public Works Director
11660 Myeron Road North
Stillwater, MN 55082

With a copy to:
Public Works Planning Division Manager
11660 Myeron Road North
Stillwater, MN 55082

RAMSEY COUNTY

15W Kellogg Blvd
St. Paul, MN 55102

RCRRA:

Union Depot, Suite 200

214 4th St. East
St. Paul, MN 55101

Or to such other person or address as a Party may designate in writing to the other Parties.

- M. Contract Administration.** In order to coordinate the activities of the Parties to accomplish the purposes of this Agreement, the same individuals who are designated to receive notice under Section L above, or their designees or successors will manage this Agreement on behalf of each of the Parties. Any Party may designate an alternate (along with contact information) to act for that Party for the purposes of this section by written notice to the other Parties.
- N. Availability of Records.** The Parties agree that each Party to this Agreement, and the Legislative Auditor, the State Auditor, the County Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they reasonably deem necessary, will have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records, which are pertinent to the accounting practices and procedures of the other Parties to this Agreement and involve transactions relating to this Agreement for a minimum of six years from the expiration of this Agreement.
- O. Data Privacy.** The Parties agree to abide by all applicable state and federal laws and regulations with respect to confidential information concerning either individuals or data including, but not limited to, information made non-public by such laws or regulations. Consistent with applicable law, no Party will acquire any right, title or interest in another party's data. Each Party acknowledges and agrees that data must be used, controlled

and safeguarded in compliance with the terms of this Agreement including but not limited to the provisions of the Minnesota Government Data Practices Act and other applicable law.

- P. **Effective Date and Termination; Cancellation.** This Agreement will take effect as provided in Article I and will remain in effect until completion of PDP unless extended by agreement of the Parties. This Agreement may also terminate at such earlier time by agreement of the Parties. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the cancellation or termination of this Agreement, including, without limitation, the following clauses, Data Privacy, Availability of Records, Governing Law, and Liability.
- Q. **Effect of Termination or Cancellation.** Notwithstanding termination or cancellation of this Agreement as provided above, each County will remain liable to the Council for the County's PDPC share as established by Exhibit A and reasonably incurred by the Council prior to the effective date of a County's termination or cancellation.
- R. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which when taken together will constitute one and the same instrument.
- S. **No Condition Precedent.** Commitment by the FTA for funding is not a condition precedent to the Parties conducting the PDP and engineering phase work, but will be a condition precedent for the Project to advance into the construction phase.

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Met. Council Contract No. 171026
Washington County Contract No. _____
Ramsey County Contract No. _____
Ramsey County Regional Railroad Contract No. _____

IN TESTIMONY WHEREOF, the Parties to this Agreement have caused this Agreement to be executed by their respective duly authorized representatives on the dates indicated.

METROPOLITAN COUNCIL

Wes Kooistra, Regional Administrator

Date: _____

WASHINGTON COUNTY

Chair of the Board

Date: _____

County Administrator

Date: _____

By: _____

Date: _____

Approved as to form:

Assistant Washington County Attorney

RAMSEY COUNTY

Victoria Reinhardt, Chair

Ramsey County Board of Commissioners

Date: _____

Janet Guthrie, Chief Clerk

Ramsey County Board of Commissioners

Date: _____

Approval recommended

Johanna Berg

Deputy County Manager

Date: _____

Approved as to form:

Assistant Ramsey County Attorney

Date: _____

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Rafael E. Ortega, Chair

Date: _____

Approval recommended

Johanna Berg, Interim Director

Date: _____

Approved as to form:

Assistant Ramsey County Attorney

Date: _____

Met. Council Contract No. 171026

Washington County Contract No. _____

Ramsey County Contract No. _____

Ramsey County Regional Railroad Contract No. _____

EXHIBIT A
PROJECT DEVELOPMENT PHASE
MONTHLY CASH FLOW

last updated 8/16/2017

CASH FLOW - PD

	PROJECT DEVELOPMENT PHASE			TOTAL PROJECT		
	Anticipated	Committed		Anticipated	Committed	
Federal Capital Investment Grant Program	\$0	0.0%	\$0	\$189,000,000	45.0%	\$0
Counties Transit Improvement Board	\$6,000,000	24.0%	\$6,000,000	\$6,000,000	1.4%	\$6,000,000
Washington County	\$8,500,000	34.0%	\$8,500,000	\$111,500,000	26.5%	\$25,000,000
Ramsey County/Ramsey County Regional Railroad Authority	\$8,500,000	34.0%	\$8,500,000	\$111,500,000	26.5%	\$25,000,000
Metropolitan Council (State GO Bonds)	\$2,000,000	8.0%	\$2,000,000	\$2,000,000	0.5%	\$2,000,000
	\$25,000,000	100%	\$25,000,000	\$420,000,000	100%	\$58,000,000

CONTRACTED SERVICES																					
\$0	\$135,000	\$310,500	\$337,500	\$405,000	\$405,000	\$405,000	\$405,000	\$540,000	\$675,000	\$675,000	\$5,000	\$810,000	\$810,000	\$810,000	\$810,000	\$810,000	\$810,000	\$810,000	\$810,000	\$810,000	\$810,000
	1.0%	2.3%	2.5%	3.0%	3.0%	3.0%	3.0%	4.0%	5.0%	5.0%	5.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
\$49,000	\$49,000	\$73,500	\$73,500	\$98,000	\$147,000	\$147,000	\$147,000	\$196,000	\$196,000	\$245,000	\$245,000	\$294,000	\$294,000	\$294,000	\$294,000	\$294,000	\$294,000	\$294,000	\$294,000	\$294,000	\$294,000
1.0%	1.0%	1.5%	1.5%	2.0%	3.0%	3.0%	3.0%	4.0%	4.0%	5.0%	5.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
\$24,000	\$24,000	\$24,000	\$30,000	\$30,000	\$30,000	\$30,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$30,000	\$30,000
3.2%	3.2%	3.2%	4.0%	4.0%	4.0%	4.0%	4.8%	4.8%	4.8%	4.8%	4.8%	4.8%	4.8%	4.8%	4.8%	4.8%	4.8%	4.8%	4.8%	4.0%	4.0%
\$0	\$73,000	\$100,000	\$232,500	\$414,000	\$465,500	\$582,000	\$582,000	\$588,000	\$772,000	\$907,000	\$956,000	\$956,000	\$1,140,000	\$1,140,000	\$1,140,000	\$1,140,000	\$1,140,000	\$1,140,000	\$1,140,000	\$1,134,000	\$1,134,000
PROJECT OFFICE AND STAFFING COSTS																					
\$250,000	\$250,000	\$262,012	\$28,012	\$28,012	\$28,012	\$28,012	\$28,012	\$28,012	\$28,012	\$28,012	\$28,012	\$28,012	\$28,012	\$28,012	\$28,012	\$28,012	\$28,012	\$28,012	\$28,012	\$28,012	\$28,012
18.5%	18.5%	19.4%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%	2.1%
\$125,459	\$125,459	\$125,459	\$192,528	\$192,528	\$192,528	\$192,528	\$192,528	\$192,528	\$192,528	\$192,528	\$192,528	\$192,528	\$192,528	\$192,528	\$201,288	\$201,288	\$201,288	\$201,288	\$201,288	\$201,288	\$201,288
2.8%	2.8%	2.8%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
375,459	375,459	387,471	220,540	220,540	220,540	220,540	220,540	220,540	220,540	220,540	220,540	220,540	220,540	220,540	229,300	229,300	229,300	229,300	229,300	229,300	229,300
375,459	448,459	487,471	453,040	634,540	686,040	802,540	802,540	808,540	992,540	1,127,540	1,176,540	1,176,540	1,360,540	1,360,540	1,369,300	1,369,300	1,369,300	1,369,300	1,369,300	1,363,300	1,363,300
375,459	823,917	1,311,388	1,764,428	2,398,968	3,085,008	3,887,548	4,690,088	5,498,628	6,491,168	7,618,708	8,795,248	9,971,788	11,332,329	12,692,869	14,062,169	15,431,469	16,800,769	18,170,069	19,539,369	20,908,669	22,271,969
24%	24%	24%	24%	24%	24%	24%	24%	24%	24%	24%	24%	24%	24%	24%	24%	24%	24%	24%	24%	24%	24%
\$90,110	\$107,630	\$116,993	\$108,730	\$152,290	\$164,650	\$192,610	\$192,610	\$194,050	\$238,210	\$270,610	\$282,370	\$282,370	\$326,530	\$326,530	\$328,632	\$328,632	\$328,632	\$328,632	\$328,632	\$327,192	\$327,192
\$90,110	\$197,740	\$314,733	\$423,463	\$575,752	\$740,402	\$933,012	\$1,125,621	\$1,319,671	\$1,557,880	\$1,828,490	\$2,110,860	\$2,393,229	\$2,719,759	\$3,046,288	\$3,374,920	\$3,703,552	\$4,032,185	\$4,360,817	\$4,689,449	\$5,018,081	\$5,345,273
8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%
30,037	35,877	38,998	36,243	50,763	54,883	64,203	64,203	64,683	79,403	90,203	94,123	94,123	108,843	108,843	109,544	109,544	109,544	109,544	109,544	109,064	109,064
30,037	65,913	104,911	141,154	191,917	246,801	311,004	375,207	439,890	519,293	609,497	703,620	797,743	906,586	1,015,429	1,124,973	1,234,517	1,344,062	1,453,606	1,563,150	1,672,694	1,781,758
34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%
127,656	152,476	165,740	154,034	215,744	233,254	272,864	272,864	274,904	337,464	383,364	400,024	400,024	462,584	462,584	465,562	465,562	465,562	465,562	465,562	463,522	463,522
127,656	280,132	445,872	599,906	815,649	1,048,903	1,321,766	1,594,630	1,869,534	2,206,997	2,590,361	2,990,384	3,390,408	3,852,992	4,315,575	4,781,137	5,246,699	5,712,261	6,177,823	6,643,385	7,108,947	7,572,470
34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%	34%
127,656	152,476	165,740	154,034	215,744	233,254	272,864	272,864	274,904	337,464	383,364	400,024	400,024	462,584	462,584	465,562	465,562	465,562	465,562	465,562	463,522	463,522
127,656	280,132	445,872	599,906	815,649	1,048,903	1,321,766	1,594,630	1,869,534	2,206,997	2,590,361	2,990,384	3,390,408	3,852,992	4,315,575	4,781,137	5,246,699	5,712,261	6,177,823	6,643,385	7,108,947	7,572,470
375,459	823,917	1,311,388	1,764,428	2,398,968	3,085,008	3,887,548	4,690,088	5,498,628	6,491,168	7,618,708	8,795,248	9,971,788	11,332,329	12,692,869	14,062,169	15,431,469	16,800,769	18,170,069	19,539,369	20,908,669	22,271,969
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

EVELOPMENT PHASE		TOTAL PROJECT		
ted	Committed	Anticipated		Committed
0.0%	\$0	\$189,000,000	45.0%	\$0
24.0%	\$6,000,000	\$6,000,000	1.4%	\$6,000,000
34.0%	\$8,500,000	\$111,500,000	26.5%	\$25,000,000
34.0%	\$8,500,000	\$111,500,000	26.5%	\$25,000,000
8.0%	\$2,000,000	\$2,000,000	0.5%	\$2,000,000
100%	\$25,000,000	\$420,000,000	100%	\$58,000,000

NEW STARTS PROJECT PLANNING AND DEVELOPMENT
CHECKLIST OF PROJECT SPONSOR SUBMITTALS TO FTA TO ENTER ENGINEERING
DRAFT MARCH 04, 2015

<i>PRODUCTS</i>	<i>STATUS</i>	<i>FTA CONCURRENCE DATE</i>	<i>REFERENCE (Regulations, Guidance and Other Resources)</i>
COMPLETION OF PROJECT DEVELOPMENT		-	• See OP-51 Readiness to Enter Engineering
Project Definition/Scope		-	
Sponsor addressed the conditions in the Project Development approval letter			• PD Approval Letter
Project Plans, Drawings, Design Criteria, Standards and Specifications with advanced project definition for overall project, tracks or routes, stations, stops and other structures			
Preliminary Hazard and Threat Analysis/Safety and Security Design Criteria Underway			• Circular 5800.1
Preliminary geotechnical investigations are complete including a subsurface exploration or laboratory testing program			
Documentation of passenger level boarding design for all stations and/or satisfactory determination of infeasibility for one or more stations and satisfactory alternative plan for accessibility.			• 49 CFR Parts 27, 37 & 38; • 36 CFR 1191 & 1192 • DOT Disability Law Guidance, "Full-Length, Level-Boarding Platforms in New Commuter and Intercity Rail Stations" (09/01/05) • Association of American Railroads (AAR) Clearance Plates A-F, H & L • DoD Strategic Rail Corridor Network (STRACNET) clearance profile • OP-35
Project Cost and Schedule		-	
Appropriate Capital Cost Estimate in Original Format and Standard Cost Category (SCC) Format			• Standard Cost Categories for Capital Projects • FTA P&CM Guidelines • See OP-33
Appropriate Integrated Project Baseline Schedule in Original Format and Standard Cost Category (SCC) Format			• FTA P&CM Guidelines • Standard Cost Categories for Capital Projects • See OP-34
Project Development Requirements		-	• 23 CFR 771
NEPA Documentation			• 49 CFR 622
PROJECT MANAGEMENT PLAN (PMP)			• See OP-20
Basic Requirements			
Project Sponsor Staff Organization			
Project Budget & Schedule			• 49 CFR 633 (Subpart C)
Procedures			• FTA P&CM Guidelines
Document Control Procedures			• Grant Management Circular 5010
Change Order Procedures			
Material Testing Procedures			
Internal Reporting Procedures			
Operational Testing Procedures			
Quality Assurance/Quality Control (QA/QC)			• QA/QC Guidelines
Configuration Management Procedures			
Plans			
Operating Plan			

NEW STARTS PROJECT PLANNING AND DEVELOPMENT
CHECKLIST OF PROJECT SPONSOR SUBMITTALS TO FTA TO ENTER ENGINEERING
DRAFT MARCH 04, 2015

<i>PRODUCTS</i>	<i>STATUS</i>	<i>FTA CONCURRENCE DATE</i>	<i>REFERENCE (Regulations, Guidance and Other Resources)</i>
Risk and Contingency Management Plan (With Risk Register identifying significant areas of uncertainty in scope, cost and schedule)			• FTA P&CM Guidelines • OP-40
Real Estate Acquisition Management Plan (RAMP)			• 49 CFR 24 • Uniform Act • Real Estate Page of FTA Website and FTA Real Estate Course • OP-23
Rail Fleet Management Plan (RFMP)			• Grant Management Circular 5010
Bus Fleet Management Plan (BFMP)			• Full Funding Grant Agreement Guidance 5200 • OP-37
Safety and Security Management Plan (SSMP)			• SSMP Circular 5800 • 49 CFR 659 • FTA P&CM Guidelines • OP-22
OTHER PROJECT MANAGEMENT PRODUCTS		-	• Capital Program Circular 9300.
Value Engineering Analysis Report, substantially complete			• Grant Management Circular 5010 • OP-30
Constructability Review is Underway			• FTA P&CM Guidelines
Procurement Contract Packages			• FTA P&CM Guidelines
Contracting Plan for Engineering Phase (Project Delivery Method selected)			• Third Party Contracting Circular 4220
Contracting Plan for Construction/Procurement (draft policies and procedures for all proposed contracting) inclusive of profit strategies and proposed risk allocation measures			
Claims Avoidance Plan for Engineering			
Claims Avoidance Plan for Construction/Procurement Phase			
General Conditions (preliminarily drafted for design, construction and procurement contracts)			
Third Party Agreements			
Utility Agreements (identified with a timeline for completion)			• Grant Management Circular 5010
Master, Interagency, Public/Private, Joint Development, Railroad and Right of Way Agreements (identified with a timeline for completion)			• 23 CFR 645, Utilities • FTA P&CM Guidelines
Master Permitting Plan with Schedule			• FFCA Guidance 5200
ADMINISTRATIVE REQUIREMENTS		-	
Legal Capacity (Authority to undertake implementation of proposed transit mode)			• Capital Program Circular 9300
Authority to pursue and contract with project delivery method proposed (if not design-bid-build)			• FTA P&CM Guidelines
Grantee Letter of Request for Engineering Initiation			

Met. Council Contract No. 171026

Washington County Contract No. _____

Ramsey County Contract No. _____

Ramsey County Regional Railroad Contract No. _____

EXHIBIT C

PROJECT DEVELOPMENT PHASE
QUARTERLY STAFF SUPPORT ALLOCATION

EXHIBIT C - Staff Support*MÉTRO Gold Line Bus Rapid Transit (GBRT) Project*

	PROJECT DEVELOPMENT PHASE							
	YEAR ONE				YEAR TWO			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
WASHINGTON COUNTY								
Senior Project Manager ⁽¹⁾	20%	20%	20%	20%	20%	20%	20%	20%
Transportation Liaison ⁽²⁾	60%	60%	60%	60%	60%	60%	60%	60%
Deputy Project Manager	100%	100%	100%	100%	100%	100%	100%	100%
RAMSEY COUNTY								
Senior Project Manager ⁽¹⁾	20%	20%	20%	20%	20%	20%	20%	20%
Transportation Liaison ⁽²⁾	60%	60%	60%	60%	60%	60%	60%	60%

(1) The individuals in these positions are expected to be present at the Gold Line Project Office (GPO) 1 day a week to participate in the weekly Project Management Team meeting and any PMT level technical breakouts.

(2) The individuals in these positions are expected to reside at the Gold Line Project Office (GPO) 5 days a week so as to be available for impromptu meetings but are expected to work on other county projects when not working on Gold Line related tasks. The percentage allocation is an estimate which should be revisited periodically for adjustments.

Met. Council Contract No. 171026

Washington County Contract No. _____

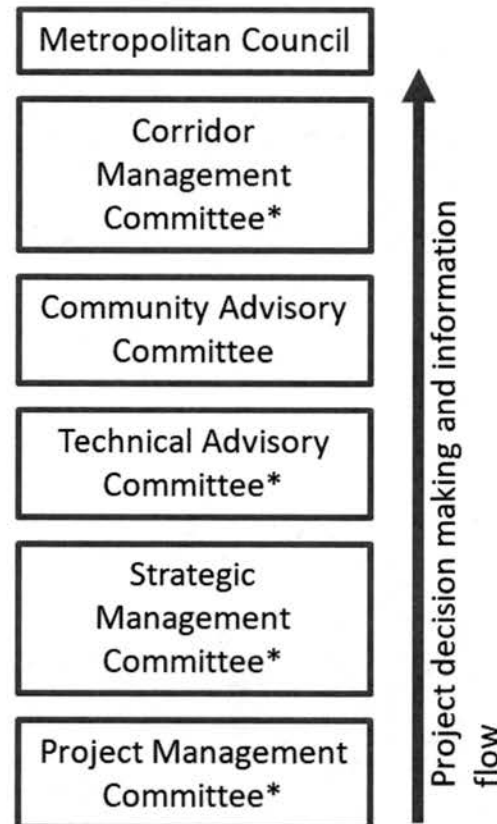
Ramsey County Contract No. _____

Ramsey County Regional Railroad Contract No. _____

EXHIBIT D

PROJECT DECISION AND INPUT FRAMEWORK

Project Committee or Stakeholder	Group Role	Metropolitan Council Role	Ramsey Role	Washington Role
Metropolitan Council and Council Committees	Federal Grantee. Receive updates, authorizes contracts, agreements, and other official projects actions per Council policies and applicable laws	Council	N/A	N/A
County Boards/County Rail Authorities	Receives project updates as requested and approves project scope and project funding agreements at key milestones	N/A	County Board/Rail Authority	County Board/Rail Authority
Corridor Management Committee (CMC)	Advises Metropolitan Council actions on scope, budget, schedule, and other key project decisions.	Chairs CMC	County Commissioner representative voting on CMC matters	Commissioner representative voting on CMC matters
Strategic Management Team (SMT)	Executive-level updates, discussion and issue resolution of project matters ahead of key decision points or CMC review. Provides input to Project Management Team.	Senior Manager, BRT Projects and Director, MTS and staff designees	RCRRA Executive Director and staff designees	Public Works Director and staff designees
Technical Advisory Committee (TAC)	Staff-level technical discussion of project implementation factors including scope, schedule, budget. Ensures	Leads TAC issue development	Represented by PMT members	Staffs TAC roles through office, liaisons
Project Management Team (PMT)	Reviews, consults, and recommends all project decisions including scope, schedule, and budget. Escalates project decisions to CMC as appropriate. County role on PMT new to Gold Line (not used in past projects)	Organizes, leads, and staffs PMT	Represented by County Senior Project Manager	Represented by key project staff roles (assigned) and Senior Project Manager
Gold Line Project Office Staff Roles	Leads project implementation including development of scope, schedule, and budget. Administers contracts, engagement, reporting, and all aspects of project delivery	Leads project and office staffing	Designated County Senior Project Manager within Project Office	Assigned staff serves as Deputy Project Director



* MnDOT, Metro Transit, Metropolitan Council, and Ramsey and Washington Counties have representatives assigned to the committee

RESOLUTION # 35-2017

RELATING TO THE TERMINATION OF THE COUNTIES TRANSIT IMPROVEMENT BOARD'S JOINT POWERS AGREEMENT, SATISFACTION OF CTIB CONDITIONS, AND NOTICE OF THE TERMINATION OF THE TAX TO THE MINNESOTA DEPARTMENT OF REVENUE

WHEREAS, the Minnesota Legislature has, by Laws of Minnesota 2008 Chapter 152, Article 4, Section 2, codified as Minnesota Statutes § 297A.992 (the "Act"), as amended, authorized metropolitan counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington to impose a one-quarter percent sales and use tax, and an excise tax of \$20 per motor vehicle purchased or acquired from any person engaged in the business of selling motor vehicles at retail ("Sales Tax"), following the formation of a joint powers board by agreement among the counties; and

WHEREAS, in 2008, the boards of commissioners of the counties of Anoka, Dakota, Hennepin, Ramsey and Washington (the "CTIB Counties") entered into a joint powers agreement (the "JPA") and imposed the Sales Tax, thereby constituting the Metropolitan Transportation Area as defined in the Act; and

WHEREAS, the JPA stated as its purpose to establish the Counties Transit Improvement Board ("CTIB"), to receive and distribute funding for transportation improvements, and not to supplant state and regional obligations, all in accordance with the Act; and

WHEREAS, the JPA further provides that the JPA shall terminate when all CTIB Counties agree, by resolution adopted by the respective governing bodies, to terminate the JPA, and all obligations of the Board shall have been paid or otherwise defeased in full; and

WHEREAS, Minnesota Statutes § 297A.993 authorizes counties that are not participating in CTIB to impose up to one-half of one percent sales and use tax and a \$20 motor vehicle excise tax for transportation purposes; and

WHEREAS, the CTIB Counties wish to implement the voluntary dissolution of CTIB and the termination of the JPA establishing CTIB so that each County may impose a sales and excise tax pursuant to Minnesota Statutes § 297A.993, allowing for increased revenue and greater flexibility to meet the Counties' needs; and

WHEREAS, the Act requires that before CTIB can terminate, CTIB must provide for the satisfaction of all of its outstanding bonds and obligations, which would include any outstanding funds owed to the Minnesota Department of Revenue; and

WHEREAS, on May 31, 2017, CTIB approved Resolution #32-2017 whereby it agreed that, subject to certain specified conditions, it would provide funding to satisfy all outstanding debt and obligations, including but not limited to:

1. An amount sufficient to satisfy the Senior Sales Tax Revenue Note, Series 2010, not-to-exceed \$92 million;
2. The 2017 Operating Grants, as approved January 18, 2017;
3. Up to 75% of the 2017 Capital Grants, as approved January 18, 2017;
4. All unpaid amounts for 2015 and 2016 Capital Grants;
5. All unpaid Guaranteed Capital Grant funds to Washington County, including \$1,144,106 to reconcile the actual tax proceeds with the annual budgeted amount, and any refund from the sale of excess property purchased with Washington County guaranteed grant funds;
6. Expenses incurred in accordance with the 2017 Administrative Budget as approved on December 7, 2016;
7. Expenses incurred in accordance with the 2017 Intergovernmental Budget as approved on December 7, 2016; and
8. Expenses incurred relating to the wind-down costs of CTIB as set forth in *Attachment 1, Additional CTIB Wind-Down Distributions in CTIB Resolution #32-2017*; and
9. Additional obligations to be funded by a reserve account, established by CTIB in the amount of \$ 3,719,500.

NOW THEREFORE BE IT RESOLVED that the Counties Transit Improvement Board hereby finds that the conditions set forth in Resolution #32-2017 have been satisfactorily fulfilled by each of the CTIB Counties as evidenced below:

1. On June 13, 2017, the Anoka County Board of Commissioners adopted Resolution #2017-78, Resolution Terminating the Joint Powers Agreement Establishing the Counties Transit Improvement Board and Imposing a Transportation Tax, a certified copy of which is attached hereto. In this Resolution, in accordance with CTIB Resolution #32-2017, Anoka County agreed to terminate the CTIB JPA, to impose a sales and excise tax pursuant to Minnesota Statutes § 297A.993, to assume 81.4% of the CTIB Share of the Net Operating Costs of the Northstar Commuter Rail, and to assume the 2017 Operating Grant Agreement for the Northstar Commuter Rail Project with the Metropolitan Council.
2. On June 20, 2017, the Dakota County Board of Commissioners adopted Resolution #17-363, Resolution Terminating the Joint Powers Agreement and Resolution #17-364, Resolution Imposing a Transportation Tax, certified copies of which are attached hereto. In these Resolutions, in accordance with CTIB Resolution #32-2017, Dakota County agreed to terminate the CTIB JPA, to impose a sales and excise tax pursuant to Minnesota Statutes § 297A.993, and to the following obligations:
 - a. To assume 14% of the remaining balance of CTIB's full funding commitment to Phase 1 of the I-35W South BRT Project (METRO Orange Line), 14% of the remaining balance of the State's share of the capital costs of the project (recognizing any reductions for additional legislative contributions), and 14% of the CTIB Share of Net Operating Costs;
 - b. To assume 14% of the remaining balance of the CTIB's Project Development Commitment to the capital costs of Phase 1 of the I-35W South BRT (Metro Orange Line) project;
 - c. To assume the 2017 Operating Grant Agreement for the METRO Red Line Service (Cedar Avenue Bus Rapid Transit) with the Metropolitan Council;

- d. To assume the 2017 Operating Grant Agreement for the Cedar Avenue Express Service with the Metropolitan Council; and
 - e. To assume the 2017 Operating Grant Agreement for the I-35W South Express Service with the Metropolitan Council.
3. On June 13, 2017, the Hennepin County Board of Commissioners adopted Resolution #17-0207, Resolution Terminating the Joint Powers Agreement and Imposing a Transportation Tax, a certified copy of which is attached hereto. In this Resolution, in accordance with CTIB Resolution #32-2017, Hennepin County agreed to terminate the CTIB JPA, to impose a sales and excise tax pursuant to Minnesota Statutes § 297A.993, to accept CTIB's pre-payment of the Senior Sales Tax Revenue Note, Series 2010, and to the following obligations:
- a. To assume the obligation to pay 18.6% of the CTIB Share of Northstar Commuter Rail Net Operating Costs, 100% of the CTIB Share of Hiawatha LRT (METRO Blue Line) Net Operating Costs, and 60% of the CTIB Share of Central Corridor LRT (METRO Green Line) Net Operating Costs;
 - b. To assume 100% of the remaining balance of CTIB's full funding commitment to the Southwest LRT Project (METRO Green Line Extension), the remaining balance of the State's share of the capital costs of the project (replacing only the principal amount represented by the \$103.5 million in certificates of participation committed per resolution of the Metropolitan Council; it is understood that the Metropolitan Council may use that \$103.5 million within the project budget to reimburse itself for the actual cash expended for project costs, excluding internal financing costs, to cash flow the related State share prior to issuance of the pledged \$103.5 million in certificates of participation but not for other funds previously paid for the State share including but not limited to state appropriations, state bond funds, or other contributions by the Metropolitan Council from MVST revenues or otherwise), and 100% of the CTIB Share of Net Operating Costs;
 - c. To assume the following CTIB Funding Commitment Resolutions:

- i. CTIB Resolution #760-2016: Funding Commitment for the Engineering Phase of Work for the Southwest LRT Project (METRO Green Line Extension)
 - ii. CTIB Resolution #52-2015: Adjustments to CTIB's Funding Commitments for the Southwest LRT Project (METRO Green Line Extension)
 - iii. CTIB Resolution #49-2014: CTIB Funding Commitments for the Southwest LRT Project (METRO Green Line Extension) and
 - iv. CTIB Resolution #71-2012: Funding Commitment for the Preliminary Engineering Phase of the Southwest LRT Project (METRO Green Line Extension).
- d. To assume 100% of the remaining balance of CTIB's full funding commitment to the Bottineau LRT Project (METRO Blue Line Extension), the remaining balance of the State's share, and 100% of the CTIB Share of Net Operating Costs;
 - e. To assume the CTIB Funding Commitment Resolution #16-2017: Funding Commitment for the Engineering Phase of Work for the Bottineau LRT Project (METRO Blue Line Extension);
 - f. To assume 86% of the remaining balance of CTIB's full funding commitment to Phase 1 of the I-35W South BRT Project (METRO Orange Line), 86% of the remaining balance of the State's share of the capital costs of the project (recognizing any reductions for additional legislative contributions), and 86% of the CTIB Share of Net Operating Costs;
 - g. To assume 86% of the remaining balance of CTIB's Project Development commitment to the capital costs of Phase 1 of the I-35W South BRT Project (METRO Orange Line); and
 - h. To enter into an agreement with Ramsey County on the allocation of capital and operating costs and the obligation to pay such costs for the Riverview LRT Project, currently allocated as follows: 30% of the capital costs of the Riverview LRT Project provided that Ramsey County agreed to fund 70% of the capital costs, after subtracting for the federal share,

which is assumed to be 49% of the total capital costs and the share of the regional railroad authorities which shall in combination be 10% of the total capital costs and to share with Ramsey County, in the same 70/30 proportions, the CTIB Share of future Net Operating Costs of the Riverview LRT per an agreement with the Metropolitan Council.

4. On June 13, 2017, the Ramsey County Board of Commissioners adopted Resolution #B2017-142, Resolution Terminating the Joint Powers Agreement, Resolution #B2017-143, Resolution Imposing a Transportation Tax, and Resolution #B2017-144, Resolution Approving Joint and Cooperative Funding for Certain Transit Projects Agreement, certified copies of which are attached hereto. In these Resolutions, in accordance with CTIB Resolution #32-2017, Ramsey County agreed to terminate the CTIB JPA, to impose a sales and excise tax pursuant to Minnesota Statutes § 297A.993, and to the following obligations:
 - a. To assume 40% of the CTIB Share of Central Corridor LRT (METRO Green Line) Net Operating Costs;
 - b. To assume 50% of the remaining balance of CTIB's Project Development funding commitment to the capital costs of the Gateway BRT Project (METRO Gold Line), and 50% of the remaining balance of the State's share of capital costs for Project Development; and
 - c. To enter into an agreement with Hennepin County on the allocation of capital and operating costs and the obligation to pay such costs for the Riverview LRT Project, currently allocated as follows: 70% of the capital costs of the Riverview LRT Project provided that Hennepin County agreed to fund 30% of the capital costs, after subtracting for the federal share, which is assumed to be 49% of the total capital costs and the share of the regional railroad authorities which shall in combination be 10% of the total capital costs and to share with Hennepin County, the same 70/30 proportions, the CTIB Share of future Net Operating Costs of the Riverview LRT per an agreement with the Metropolitan Council.
5. On June 20, 2017, the Washington County Board of Commissioners adopted Resolution #2017-175, Resolution Terminating the Joint Powers Agreement and Imposing a Transportation Tax, a certified copy of which is

attached hereto. In this Resolution, in accordance with CTIB Resolution #32-2017, Washington County agreed to terminate the CTIB JPA, to impose a sales and excise tax pursuant to Minnesota Statutes § 297A.993, and to the following obligations:

- a. To assume 50% of the remaining balance of CTIB's Project Development funding commitment to the Gateway BRT Project (METRO Gold Line); and
- b. To assume 50% of the remaining balance of the State's share of capital costs for Project Development.

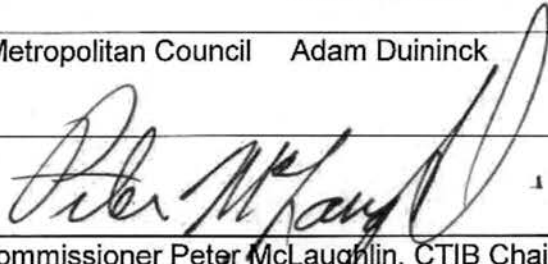
BE IT FURTHER RESOLVED that the Counties Transit Improvement Board directs staff to take immediate action as necessary to assure that all of the outstanding debt and other obligations of CTIB will be satisfied in compliance with Minnesota Statutes § 297A.992, subdivision 10 and in accordance with CTIB Resolution #32-2017, and the CTIB chair is directed and authorized to execute all documents in furtherance thereof; and

BE IT FURTHER RESOLVED that the Counties Transit Improvement Board hereby certifies that all steps necessary for termination of the CTIB Joint Powers Agreement including the agreement by each of the CTIB member county boards of commissioners to the termination of the Joint Powers Agreement as of September 30, 2017 and the provision for the payment of all outstanding debt and obligations have been satisfied; and

BE IT FURTHER RESOLVED that the Counties Transit Improvement Board directs the chair to notify the Department of Revenue, in accordance with Minnesota Statutes §§ 297A.99, subd. 12(b) and 297A.992, subd. 10 (b), regarding the termination of the CTIB JPA, and that the taxes imposed by Anoka County, Dakota County, Hennepin County, Ramsey County, and Washington County pursuant to Minnesota Statutes § 297A.992, subd. 2 shall terminate on September 30, 2017.

COUNTIES TRANSIT IMPROVEMENT BOARD

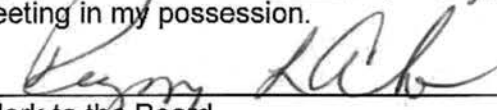
	Board Members	YEA	NAY	ABSTAIN	ABSENT
Hennepin County	Peter McLaughlin, Chair	X			
	Mike Opat	X			
Anoka County	Matt Look	X			
	Scott Schulte	X			
Dakota County	Thomas Egan	X			
	Mary Liz Holberg	X			
Ramsey County	Rafael Ortega	X			
	Jim McDonough	X			
Washington County	Lisa Weik	X			
	Karla Bigham	X			
Metropolitan Council	Adam Duininck	X			


 Commissioner Peter McLaughlin, CTIB Chair

Date: 6/21/17

Certification

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the Counties Transit Improvement Board at a duly authorized meeting thereof held on the 21st day of June, 2017 as shown by the minutes of said meeting in my possession.


 Title: Clerk to the Board

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-61

Committee: Regional Railroad Authority

Meeting Date: 9/26/2017

SUBJECT: Easement with Metropolitan Council for the Environmental Services North Area Interceptor Rehabilitation Project in Ramsey County Regional Railroad Authority Right-of-Way

REQUESTED ACTION

1. Approve the Temporary Easement with the Metropolitan Council for the Environmental Services North Area Interceptor Rehabilitation Project in Ramsey County Regional Railroad right-of-way for the period of October 1, 2017 through June 30, 2019.
2. Authorize the Chair to execute the Temporary Easement.

EXECUTIVE SUMMARY

The Metropolitan Council provides for the sanitary sewer collection system throughout the metropolitan area. The Metropolitan Council is undertaking a public improvement project for the trenchless rehabilitation of the Environmental Services North Area Interceptor, SPIS 7122. This project includes the portion of the interceptor located under Interstate 694 in the vicinity of the Bruce Vento Trail.

The Metropolitan Council is requesting a temporary easement from Ramsey County Regional Railroad Authority to locate a temporary conveyance pipe under and along a portion of Ramsey County Regional Railroad Authority (RCRRA) right-of-way currently used for the Bruce Vento Trail between County Road D and Buerkle Road. During the term of the easement the Metropolitan Council will complete rehabilitation of the interceptor located under interstate 694 using cured-in-place-pipe trenchless technology.

The temporary easement will be granted for the period of October 1, 2017 through June 30, 2019. The Bruce Vento Trail will remain open during this period with the exception of a two (2) day period, to install the temporary conveyance pipe at the start of the project and to remove the temporary conveyance pipe at the conclusion of the project. The temporary conveyance piping will consist of two 20-inch diameter pipes running parallel to the trail across the bridge, and for a short distance both north and south of the bridge, separated from the trail by a temporary fence. The temporary pipe will be trenched below grade, where necessary, to cross the trail.

The Metropolitan Council is responsible to monitor the temporary conveyance piping system throughout the term of the easement and address any issues that may arise. The Metropolitan Council is responsible for removing the temporary conveyance system at the end of the project and for completing site restoration of all damaged areas to their original condition. Metropolitan Council will pay all costs associated with the installation, maintenance and removal of the temporary conveyance system, including all restoration costs.

Staff recommends approval of the Temporary Easement to allow the Metropolitan Council to complete the Interceptor 7122 rehabilitation project in the vicinity of the Bruce Vento Trail and Interstate 694.

Easement with Metropolitan Council for the Environmental Services North Area Interceptor Rehabilitation Project in Ramsey County Regional Railroad Authority Right-of-Way

FISCAL IMPACT

None.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority approval is required for all real estate transactions.

PREVIOUS ACTION

On June 13, 2017, the Ramsey County Board of Commissioners approved a Temporary Construction Easement with the Metropolitan Council to allow access to Keller Regional Park in Maplewood for a public improvement sanitary sewer project (Resolution B2017-138).

ATTACHMENTS

1. Draft Resolution
2. Temporary Easement

Draft Resolution

WHEREAS, The Metropolitan Council provides for the sanitary sewer collection system throughout the metropolitan area; and

WHEREAS, The Metropolitan Council is undertaking a public improvement project for the trenchless rehabilitation of the Environmental Services North Area Interceptor, SPIS 7122, including the portion of the interceptor located under Interstate 694 in the vicinity of the Bruce Vento Trail; and

WHEREAS, The Metropolitan Council is requesting a temporary easement from Ramsey County Regional Railroad Authority to locate a temporary conveyance pipe under and along a portion of Ramsey County Regional Railroad Authority right of way currently used for the Bruce Vento Trail between County Road D and Buerkle Road; and

WHEREAS, The temporary easement will be granted for the period of October 1, 2017 through June 30, 2019 during which the Bruce Vento Trail will remain open with the exception of the two (2) day periods, to install the temporary conveyance pipe at the start of the project and to remove the temporary conveyance pipe at the conclusion of the project; and

WHEREAS, The Metropolitan Council is responsible to monitor the temporary conveyance piping system throughout the term of the easement, address any issues that may arise, and pay all costs associated with the installation, maintenance and removal of the temporary conveyance system, including all restoration; Now, Therefore, Be It

RESOLVED, Ramsey County Regional Railroad Authority approves the Temporary Easement with the Metropolitan Council for the Environmental Services North Area Interceptor Rehabilitation Project in Ramsey County Regional Railroad (RCRRA) right of way for the period of October 1, 2017 through June 30, 2019, in substantially the same form, subject to approval by the County Attorney's Office; and Be It Further

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

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement (the "**Temporary Easement**") is made and entered into as of the ____ day of _____, 2017 by and between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("**Grantor**"), and Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("**Grantee**").

WHEREAS, Grantor is the fee owner of the real property located in Maplewood, MN, and White Bear Township, MN, shown on attached Exhibit A ("**Property**"), and

WHEREAS, Grantee is undertaking a public improvement project for the rehabilitation of Metropolitan Council Environmental Services SPIS 7122, 8151 Rehabilitation and M025A, M026, M038 Improvements of Grantee's sanitary sewer utility, MCES interceptor 7122, in the area of the Project using cured-in-place-pipe trenchless technology ("**Project**"), and

WHEREAS, Grantor is willing to grant Grantee this Temporary Easement in order for Grantee to locate on the Property temporary conveyance piping necessary for Grantee to maintain utility service during the period of the Project. Said Temporary Easement is shown in Exhibit B and labeled as "Temporary Conveyance & Site Preparation", and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereafter stated, the parties do agree as follows:

1. Grantor hereby grants to Grantee a temporary construction easement ("**Temporary Easement**") subject to the terms stated in this agreement.
2. The term of the Temporary Easement shall be from October 1, 2017 through June 30, 2019 ("**Access Period**"), unless extended by written agreement. With respect to the area of the Temporary Easement, Grantee must complete all rehabilitation work for the Project, including site restoration of all damaged areas due to construction during the Access Period. During the Access Period, the Grantee, its contractors, employees and invitees, shall have the right to enter upon the Temporary Easement for purposes of the Project. The area of the Temporary Easement is located on and about a bridge over Interstate 694 (the "**Bridge**"). Grantee shall not use the bridge for any use other than for the installation of the temporary conveyance pipe system. Grantee is responsible for any and all snow removal efforts, and costs, necessary for Grantee to gain access to the area shown as the Easement Limits on attached Exhibit B.

3. The Bruce Vento Trail is located on and adjacent to the Bridge and the Property. Temporary conveyance piping may be placed within the Easement Limits as identified in Exhibit B provided that a minimum trail width of eight (8) feet is maintained, ten (10) feet or more wherever possible, and the trail is separated from the temporary conveyance piping by a temporary fence system. No later than the expiration of the Temporary Easement Grantee shall remove all temporary conveyance systems at no cost to the Grantor. Grantee shall provide Grantor a minimum of two (2) week advance notice of any work within the Easement Limits which will require closure of the existing Bruce Vento Trail and shall (following approval by Grantor) provide and install signage along the trail at locations approved by Grantor advising of the upcoming trail closure. Trail closure periods shall be limited to two (2) days in length and limited to one at the start of the Project and one at the end of the Project.
4. Grantee will restore and replant to the condition that existed before construction by Grantee all areas within the Property that are damaged in any manner due to the construction activities of the Project. Restoration will include matching the original surface grade as far as practicable, and restoration of the surface to like condition, either grass seeding or sodding, asphalt and concrete pavement repairs and other surface restoration necessary to restore impacted areas back to a pre-existing condition. Grantee shall submit proposed restoration plan, including materials, to the Grantor for approval.
5. Grantee shall complete all necessary grading, eliminate compacted areas, and remove all site debris prior to restoration activities. The area of the Project shall have a uniform surface with soil compaction no greater than 75% standard proctor density in turf/natural areas with no site debris larger than one inch in size including rocks, dirt clumps, roots, and loose vegetation. All other hardscape restoration shall conform to the latest edition of Minnesota Department of Transportation (MnDOT) specifications. Grantor will inspect the project area with Grantee to verify all site construction activities have been completed and the Project Area is ready for restoration.
6. Grantee will replace trees within the Temporary Easement that are damaged or removed during the Access Period and or the Maintenance Period (as defined below). Grantee shall provide a list of damaged trees identifying the species and size to the Grantor for review. Grantee shall submit a list of replacement trees to the Grantor for approval prior to locating onsite. The Grantee shall stake replacement tree locations onsite for review by Grantor prior to planting. All replacement trees will require approval by the County.
7. Grantee will, from the date of substantial completion through one year after substantial completion ("Maintenance Period"), maintain the restoration site and plantings, including but not limited to watering and weeding. The Maintenance Period shall automatically extend equal to any extension to the Access Period. Grantor shall provide Grantee with access to the Temporary Easement via a Grantor agreed route during the Maintenance Period. Grantee shall schedule access times with the Grantor for all maintenance items to be completed by the Grantee.

8. All work for the Project that takes place on the Temporary Easement area may only proceed in accordance with the terms and conditions of this Temporary Easement to minimize impact to Property, and Grantor shall require that Grantee's contractor for the Project proceed in accordance with the terms and conditions set forth in this Temporary Easement.
9. Grantee will provide Grantor evidence of insurance in type and amount as specified in Grantee's bid documents for the Project, naming Grantor as additional insured under such policies of insurance. Such evidence will be supplied after the contractor has been selected and the contract for the Project awarded.
10. Each party is responsible for its own acts and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts of the other party and the results thereof. Each party's liability is governed by the provisions of Minnesota Statutes Chapter 466 and this Agreement does not negate or abridge or otherwise waive, with respect to either party the liability limits of Minnesota Statutes Chapter 466.
11. Neither Grantor nor Grantee waives any immunities, or defenses on liability to the parties at law or in equity, and the parties expressly agree that the terms of this Agreement shall not be construed to affect any such waiver.
12. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. **The Effective Date of this Agreement shall be the later of the dates on which Grantor and Grantee have executed this Agreement.**

[remainder of this page intentionally left blank]

Signature Page for Grantor

**RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY**

Dated: _____

By: _____
Rafael E. Ortega
Its Chair

Approved as to form and insurance:

Assistant County Attorney

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2017,
by Rafael E. Ortega, Chair, on behalf of Ramsey County Regional Railroad Authority.

Notary Public

Signature Page for Grantee

METROPOLITAN COUNCIL

Dated: _____ By: _____
Wes Kooistra
Its Regional Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2017,
by Wes Kooistra, the Regional Administrator of Metropolitan Council, a Minnesota public
corporation and political subdivision, on its behalf.

Notary Public

This instrument drafted by:

Metropolitan Council - Real Estate Office
390 Robert Street North
St. Paul, MN 55101

EXHIBIT A - Proposed Temporary Conveyance Piping Routing: RCRRRA Property

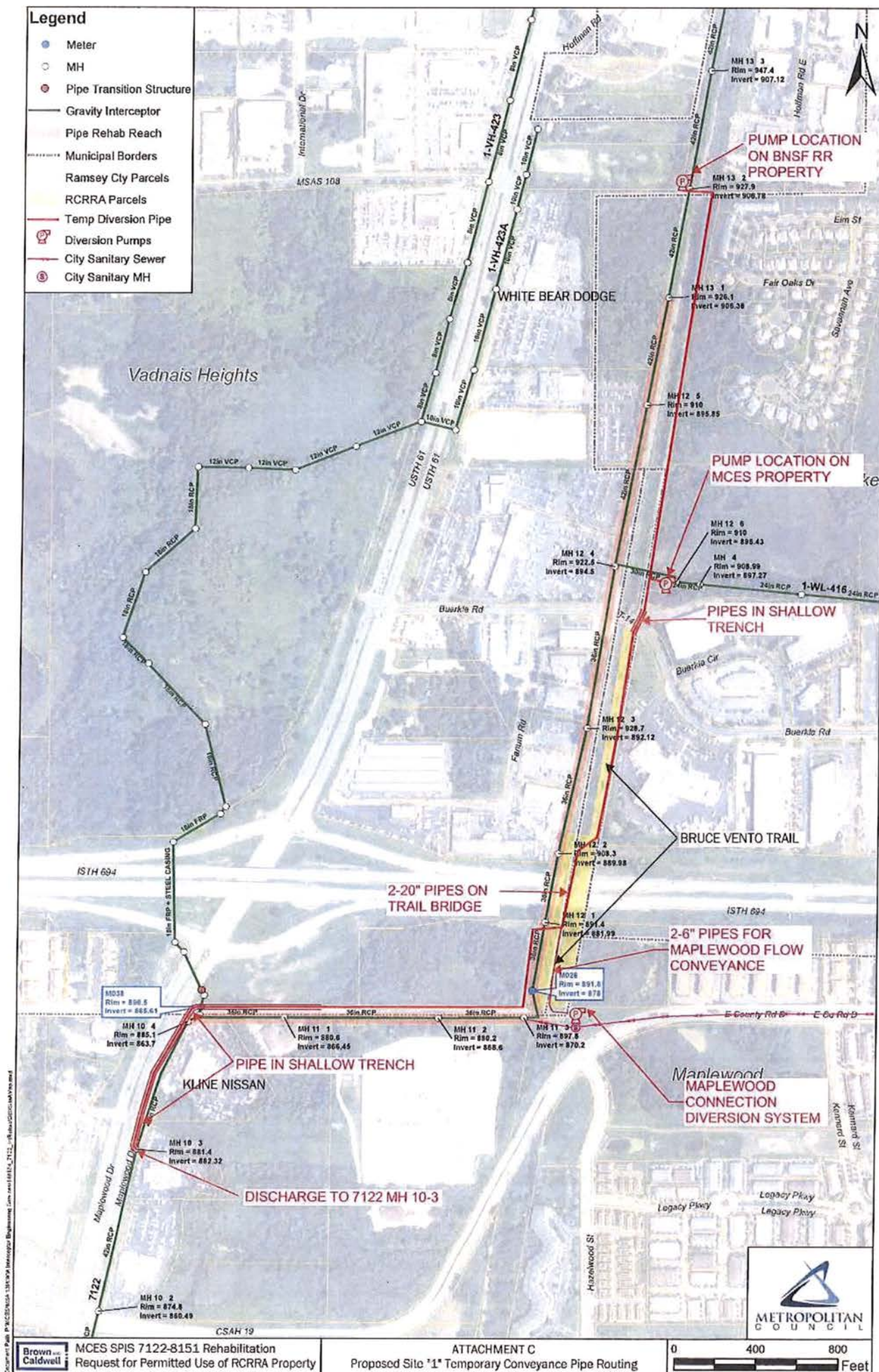
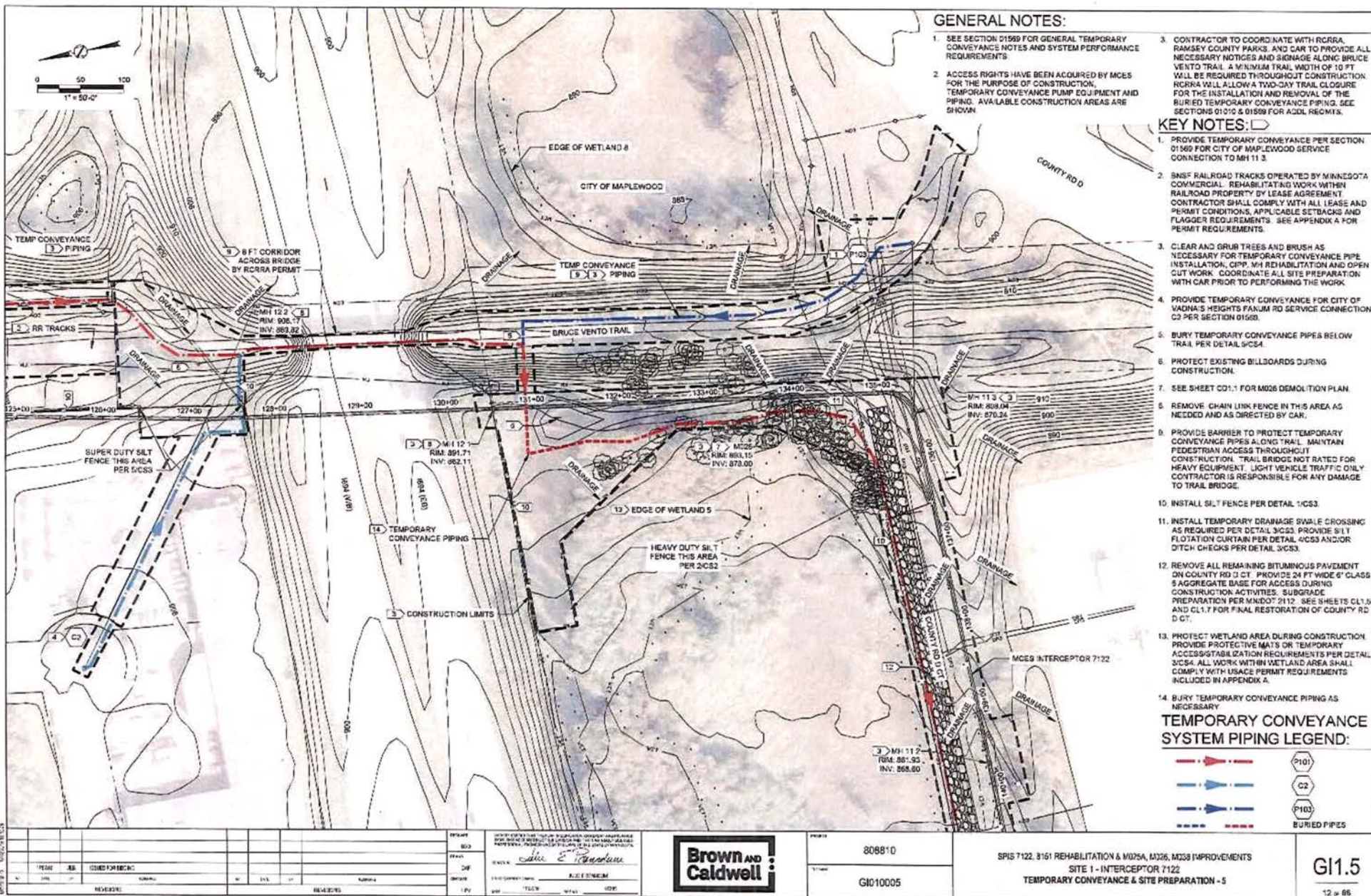


EXHIBIT B – Interceptor 7122 - Temporary Conveyance & Site Preparation

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GENERAL NOTES:

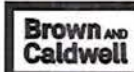
1. SEE SECTION 01569 FOR GENERAL TEMPORARY CONVEYANCE NOTES AND SYSTEM PERFORMANCE REQUIREMENTS.
2. ACCESS RIGHTS HAVE BEEN ACQUIRED BY MCES FOR THE PURPOSE OF CONSTRUCTION, TEMPORARY CONVEYANCE PUMP EQUIPMENT AND PIPING. AVAILABLE CONSTRUCTION AREAS ARE SHOWN.

KEY NOTES:

1. PROVIDE TEMPORARY CONVEYANCE PER SECTION 01569 FOR CITY OF MAPLEWOOD SERVICE CONNECTION TO MH 11.3.
2. BNSF RAILROAD TRACKS OPERATED BY MINNESOTA COMMERCIAL. REHABILITATING WORK WITHIN RAILROAD PROPERTY BY LEASE AGREEMENT. CONTRACTOR SHALL COMPLY WITH ALL LEASE AND PERMIT CONDITIONS, APPLICABLE SETBACKS AND FLAGGER REQUIREMENTS. SEE APPENDIX A FOR PERMIT REQUIREMENTS.
3. CLEAR AND GRUB TREES AND BRUSH AS NECESSARY FOR TEMPORARY CONVEYANCE PIPE INSTALLATION, CIP, MH REHABILITATION AND OPEN CUT WORK. COORDINATE ALL SITE PREPARATION WITH CAR PRIOR TO PERFORMING THE WORK.
4. PROVIDE TEMPORARY CONVEYANCE FOR CITY OF VADNA'S HEIGHTS FANUM RD SERVICE CONNECTION C2 PER SECTION 01569.
5. BURY TEMPORARY CONVEYANCE PIPES BELOW TRAIL PER DETAIL 5/C54.
6. PROTECT EXISTING BILLBOARDS DURING CONSTRUCTION.
7. SEE SHEET CD1.1 FOR M026 DEMOLITION PLAN.
8. REMOVE CHAIN LINK FENCE IN THIS AREA AS NEEDED AND AS DIRECTED BY CAR.
9. PROVIDE BARRIER TO PROTECT TEMPORARY CONVEYANCE PIPES ALONG TRAIL. MAINTAIN PEDESTRIAN ACCESS THROUGHOUT CONSTRUCTION. TRAIL BRIDGE NOT RATED FOR HEAVY EQUIPMENT. LIGHT VEHICLE TRAFFIC ONLY. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO TRAIL BRIDGE.
10. INSTALL SILT FENCE PER DETAIL 1/C53.
11. INSTALL TEMPORARY DRAINAGE SWALE CROSSING AS REQUIRED PER DETAIL 3/C53. PROVIDE 9/1 FLOTATION CURTAIN PER DETAIL 4/C53 AND/OR DITCH CHECKS PER DETAIL 3/C53.
12. REMOVE ALL REMAINING BITUMINOUS PAVEMENT ON COUNTY RD 3 CT. PROVIDE 24 FT WIDE 6" CLASS 5 AGGREGATE BASE FOR ACCESS DURING CONSTRUCTION ACTIVITIES. SUBGRADE PREPARATION PER MNDOT 2112. SEE SHEETS CL1.5 AND CL1.7 FOR FINAL RESTORATION OF COUNTY RD 3 CT.
13. PROTECT WETLAND AREA DURING CONSTRUCTION. PROVIDE PROTECTIVE MATS OR TEMPORARY ACCESS/STABILIZATION REQUIREMENTS PER DETAIL 3/C54. ALL WORK WITHIN WETLAND AREA SHALL COMPLY WITH USAGE PERMIT REQUIREMENTS INCLUDED IN APPENDIX A.
14. BURY TEMPORARY CONVEYANCE PIPING AS NECESSARY.

TEMPORARY CONVEYANCE SYSTEM PIPING LEGEND:

- 1. 10" P101
- 2. 12" C2
- 3. 10" P103
- 4. BURIED PIPES



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SITE 1 - INTERCEPTOR 7122
TEMPORARY CONVEYANCE & SITE PREPARATION - 5

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12 of 66

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-60

Committee: Regional Railroad Authority

Meeting Date: 9/26/2017

SUBJECT: River Balcony Project

REQUESTED ACTION

1. Direct staff to work with the City of Saint Paul, community members and other interested parties to advance the River Balcony project between Eagle Street and Union Depot by having the City of Saint Paul proceed to complete the schematic design.
2. Encourage the City of Saint Paul, businesses and other interested parties to provide funds for completion of the schematic design, estimated by the City of Saint Paul at \$600,000.
3. Commit \$100,000 from the Ramsey County Regional Railroad Authority capital reserves for the River Balcony schematic design.
4. Approve an Agreement with the City of Saint Paul for the River Balcony schematic design for the period of October 1, 2017 through December 31, 2018, in substantially the same form, subject to approval by the County Attorney's office.
5. Authorize the Chair to execute the Agreement.
6. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

The River Balcony is a proposed project spanning 1.5 miles of downtown Saint Paul's Mississippi River bluff and includes many civic landmarks and amenities. The project was initially proposed in the 2013 Saint Paul City Council approved Great River Passage Master Plan – a guide for making the Mississippi River more accessible and cultivate the next generation of diverse park users and river stewards – and later outlined in the River Balcony Master Plan.

The River Balcony is envisioned as a publicly accessible bluff edge experience connecting public spaces and bluff side development sites from Eagle Street and Upper Landing to Union Depot and Lower Landing Park. It will be designed to accommodate walking, outdoor seating, gathering and related public activities, and be a catalyst for economic development.

The River Balcony is of particular interest to Ramsey County Regional Railroad Authority as it would connect to Union Depot. A connection to Union Depot would enhance access and traffic to this multi-modal transit and transportation hub and historic train station. The River Balcony would also benefit Ramsey County because several of the County's key real estate assets are located along or near the future path of the River Balcony, including the Ramsey County Courthouse, Government Center East and the site of the future Riverfront Properties redevelopment.

Implementation of the River Balcony will be financed through public-private partnerships lead by City staff, the Great River Passage Initiative. The City of Saint Paul is seeking funding partners in order to proceed with the next step, schematic design. Schematic design includes the selection of a creative team, design work, construction estimates, and funding alternatives. The schematic design is anticipated to be a nine month process, upon selection of the team, with an estimated cost of \$600,000.

River Balcony Project

Public-private partners in the schematic design will participate, through a designated representative, on the designer selection committee, steering and technical committees as part of the collaboration with the various partners and stakeholders. The City of Saint Paul and Metropolitan Council have each committed \$100,000 for schematic design.

Owing to its significant interest in the success of Union Depot and downtown Saint Paul, Ramsey County Regional Railroad Authority is committed to a role as a partner in the River Balcony. Staff recommends Ramsey County Regional Railroad Authority commit \$100,000 for schematic design of the River Balcony, to be disbursed upon the City of Saint Paul receiving confirmed commitments from public-private partners for the remaining amount of the required schematic design cost.

FISCAL IMPACT

Funding is available in the Ramsey County Regional Railroad Authority capital reserves budget. RCRRA funds will be disbursed once the necessary funding commitments from public-private partners have been secured by the City of Saint Paul.

COUNTY MANAGER COMMENTS

The River Balcony connection to Union Depot and the vitality created within the entire downtown area will serve the residents and visitors to the region and be a catalyst for Union Depot economic development. RCRRA support is requested to advance the River Balcony project through the City of Saint Paul and the completion of schematic design.

PREVIOUS ACTION

On September 22, 2015, a River Balcony Presentation was made to the Ramsey County Regional Railroad Authority.

ATTACHMENTS

1. Draft Resolution
2. Agreement between City of Saint Paul and Ramsey County Regional Railroad Authority

Draft Resolution

WHEREAS, The River Balcony is a proposed project spanning 1.5 miles of downtown Saint Paul's Mississippi River bluff and includes many civic landmarks and amenities; and

WHEREAS, The River Balcony was initially proposed in the 2013 Great River Passage Master Plan and adopted by the Saint Paul City Council; and

WHEREAS, This proposed amenity, connecting public spaces and bluff side development sites from Eagle Street to Union Depot, will be designated to accommodate walking, outdoor seating, gathering and related public activities, and be a catalyst for economic development; and

WHEREAS, The River Balcony is of particular interest to Ramsey County Regional Railroad Authority as it would connect to Union Depot; and

WHEREAS, Implementation of the River Balcony will be financed through public-private partnerships led by the City of Saint Paul Parks and Recreation Department as the Great River Passage Initiative; and

WHEREAS, The City of Saint Paul is seeking funding partners in order to proceed with the next step, schematic design, which includes the selection of a creative team, design work, construction estimates, and funding alternatives; Now, Therefore, Be It

RESOLVED, Ramsey County Regional Railroad Authority directs staff to work with the City of Saint Paul, community members and other interested parties to advance the River Balcony project between Eagle Street and Union Depot by having the City of Saint Paul proceed to complete the schematic design; and Be It Further

RESOLVED, Ramsey County Regional Railroad Authority encourages the City of Saint Paul, businesses and other interested parties to provide funds for completion of the schematic design, estimated by the City of Saint Paul at \$600,000; and Be It Further

RESOLVED, Ramsey County Regional Railroad Authority commits \$100,000 from the Ramsey County Regional Railroad Authority capital reserves for the River Balcony schematic design; and Be It Further

RESOLVED, Ramsey County Regional Railroad Authority approves an Agreement with the City of Saint Paul for the River Balcony schematic design for the period of October 1, 2017 through December 31, 2018, in substantially the same form, subject to approval by the County Attorney's Office; and Be It Further

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

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

**AGREEMENT BETWEEN
CITY OF SAINT PAUL
AND
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
FOR
RIVER BALCONY SCHEMATIC DESIGN**

This Agreement ("Agreement") is between the City of Saint Paul ("City") and the Ramsey County Regional Railroad Authority ("RCRRA") located at 214 4th Street East, Suite 200, St. Paul, MN 55101.

Recitals

1. The parties wish to cooperatively provide funding and services for the River Balcony Schematic Design ("Design"); and,
2. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1. Term of Agreement; Exhibits

- 1.1 *Effective date.* This Agreement will be effective upon execution by the parties.
- 1.2 *Expiration date.* This Agreement will expire on December 31, 2018 unless terminated earlier pursuant to Article 11.

2. **Scope of Work and Responsibilities of Each Party.** On June 21, 2017, the Saint Paul City Council adopted the River Balcony Master Plan as an amendment to the Great River Passage Plan. The River Balcony is a proposed project spanning 1.5 miles of downtown Saint Paul's Mississippi River bluff and includes many civic landmarks and amenities. The project was initially proposed in the 2013 Saint Paul City Council approved Great River Passage Master Plan – a guide for making the Mississippi River more accessible and cultivate the next generation of diverse park users and river stewards – and later outlined in the River Balcony Master Plan. The River Balcony is envisioned as a publicly accessible bluff edge experience connecting public spaces and bluff side development sites from Eagle Street and the Upper Landing to Union Depot/Lower Landing Park. It will be designed to accommodate walking, outdoor seating, gathering and related public activities, and be a catalyst for economic development. The City of Saint Paul, with support of private and public partners, has determined that schematic design of the River Balcony is needed (the "Design"). The scope of the Design, covered by this Agreement, includes but is not limited to, schematic design vision, phasing and leadership, cost estimates, finance strategy, and partner agreements, roles, and responsibilities. The City of Saint Paul will be the lead agency for the Design. RCRRA will provide \$100,000 to the City of Saint Paul upon the City of Saint Paul receiving commitments for the additional funds from other public/private partners toward the total Design cost. The total Design cost is estimated at \$600,000.

The City of Saint Paul will solicit proposals for the creative team to complete the Design (the "designer") and award the contract for the Design. Completion of the Design is expected within nine (9) months of contract award.

- 2.1 *City responsibilities.* City will:

- 2.1.1 Include a RCRRA representative on the designer selection committee.
- 2.1.2 Administer the contract between the City and the designer.
- 2.1.3 Oversee the performance of the designer.
- 2.1.4 Include a RCRRA representative on the steering and technical committees for the Design.
- 2.1.5 Coordinate with public and private entities as necessary.

2.2 **RCRRA responsibilities.** RCRRA will:

- 2.2.1 Coordinate with the City on the design selection committee.
- 2.2.2 Provide requested information to contractor.
- 2.2.3 Coordinate with the City on the steering and technical committees.
- 2.2.4 Provide comments on draft work products.
- 2.2.5 Assist the City with public and private entities, as necessary, to obtain information and support for the Design.

3. **Terms of Payment**

- 3.1 The City will invoice RCRRA, in a total amount not to exceed \$100,000, upon the City receiving confirmed commitments from public/private parties for the remaining amount of the required Design cost. The City will direct invoices to the Director, RCRRA, at the address below:

RCRRA
Union Depot, Suite 200
214 4th Street East
St. Paul, MN 55101
Attn: Director
RE: River Balcony Schematic Design

- 3.2 RCRRA will make payment to the order of the City of Saint Paul at the address below and the payment must reference the "RIVER BALCONY SCHEMATIC DESIGN".

City of Saint Paul
Mail Stop
St. Paul, MN
Attn:
RE: RIVER BALCONY SCHEMATIC DESIGN

4. **Authorized Representatives**

- 4.1 ***Each party's Authorized Representative*** is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

- 4.2 ***City's Authorized Representative*** is:

Name: _____ or his successor.
Title:
Street Address:
City State Zip:
Telephone:
Email:

- 4.3 ***RCRRA's Authorized Representative*** is:

Name: _____ or his successor.
Title: Director
Street Address: 214 4th Street East, Suite 200

City State Zip: St. Paul, MN 55101
Telephone: 651-266-2762
Email:

5. **Liability**

5.1 Each party is solely responsible for its own acts or omissions, and the results thereof.

6. **Audit**

The books, records, documents and accounting procedures and practices of the City and State of Minnesota relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.

7. **Jurisdiction and Venue**

Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.

8. **Government Data Practices**

The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this Agreement.

9. **Assignment and Amendments**

9.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

9.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.

10. **Waiver; Contract Complete**

10.1 *Waiver.* If a party fails to enforce any provision of this Agreement that failure does not waive the provision or the party's right to subsequently enforce it.

10.2 *Contract Complete.* This Agreement contains all negotiations and agreements between the parties regarding the subject matter of this Agreement and the Design. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

11. **Termination.** This Agreement may be terminated by mutual agreement of the parties. In the event that the parties mutually agree to terminate this Agreement, RCRRA is only responsible for its share of the costs of the Design actually incurred up to and including the date of termination. If RCRRA's share of the costs actually incurred for the Design and subject to this Agreement up to and including the date of termination is less than the amount already advanced by RCRRA, the City will refund the difference to RCRRA. If RCRRA's share of the costs actually incurred up to and including the date of termination exceeds the amount already advanced by RCRRA, RCRRA will pay the difference to the City, but in no event shall the total amount due from RCRRA exceed \$100,000.

[The remainder of this page has been intentionally left blank. Signature page follows.]

**RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY**

CITY OF SAINT PAUL

By: _____
Rafael E. Ortega, Chair

Date: _____

By: _____
Johanna Berg, Interim Director

Date: _____

Approved as to form:

By: _____
Assistant County Attorney

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

The Ramsey County Regional Railroad Authority met in regular session at 10:29 AM with the following members present: Carter, McDonough, McGuire, Reinhardt, Rettman, and Chair-Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

ROLL CALL**1. ROLL CALL**

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

2. Agenda of October 3, 2017 is Presented for Approval**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			

3. Minutes from September 26, 2017 are Presented for Approval**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			

4. **Restaurant Project at Union Depot (Resolution R2017-29)**

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, Ramsey County Regional Railroad Authority renovated Union Depot into a multi-modal transit and transportation hub, re-opened in December 2012, providing space for passengers and providers of transportation services, a bike center, rental car operations, office and retail tenants, and event venues; and

WHEREAS, A restaurant tenant occupying space on the main floor of the head house during the renovation closed the restaurant in May of 2016 upon their lease expiration; and

WHEREAS, Ramsey County Regional Railroad Authority approved the issuance of a Request for Proposals on April 12, 2016 for the Management and Operation of a Restaurant and Catering at Union Depot; and

WHEREAS, Ramsey County Regional Railroad Authority approved the selection of Kaskaid Hospitality for Operation and Management of a Restaurant and Catering at Union Depot and began working on a restaurant concept and pre-design; and

WHEREAS, Ramsey County Regional Railroad Authority approved the issuance of a Request for Proposals on March 7, 2017 for design-build services for a restaurant at Union Depot using a phased approach; and

WHEREAS, Ramsey County Regional Railroad Authority approved the selection of Kalcon, LLC to provide design-build services; and

WHEREAS, Ramsey County Regional Railroad Authority staff, Kaskaid Hospitality, and Kalcon, LLC reviewed the existing restaurant space conditions, which remain as originally constructed in 1983, and completed the design for the new restaurant; and

WHEREAS, The Project is intended to renovate the entire restaurant space, and includes installation of new mechanical and electrical services and structural enhancements to the main floor to support a lift and allow use of the mezzanine which has not been open to the public for over five years, and ensure compliance with all applicable federal, state and local regulations and codes; and

WHEREAS, The Project will also include provision and installation of new kitchen equipment and furniture for the seating areas which will remain the property of Ramsey County Regional Railroad Authority; and

WHEREAS, The Project encompasses 6,800 square feet of area and the Project budget is estimated at \$1,995,000; Now, Therefore, Be It

RESOLVED, Ramsey County Regional Railroad Authority accepts and approves the Restaurant Project budget and financing plan in the amount of \$1,995,000; and Be It Further

RESOLVED, Ramsey County Regional Railroad Authority authorizes the County Manager to issue solicitations in accordance with the County's procurement policies and procedures, enter into agreements and contracts, and execute change orders and amendments to agreements provided the amounts are within the budget of the approved project; and Be It Further

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

5. **Corridor Updates (Discussion can be found on archived video)**

6. **Adjournment**

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


Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting
October 3, 2017 – ROLL CALL

Call to Order: 10:29 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of October 3, 2017 is presented for approval

Moved: MM Seconded: TC

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

3. Minutes from September 26, 2017 are presented for approval

Moved: TC Seconded: VR

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

ADMINISTRATIVE ITEMS

4. Restaurant Project at Union Depot

Moved:

JM

Seconded:

VR

YEA

NAY

ABSENT

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

☒	☐	☐
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☒	☐	☐

5. Corridor Updates

6. Adjournment

Meeting adjourned at 10:43 am.



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

AGENDA

Tuesday, October 03, 2017
Immediately following the County Board Meeting

Council Chambers – Third Floor Court House
15 W. Kellogg Blvd., St. Paul, MN 55102

1. ROLL CALL

2. R2017-66 Agenda of October 3, 2017 is Presented for Approval

Approve the agenda of October 3, 2017.

3. R2017-67 Minutes from September 26, 2017 are Presented for Approval

Approve the minutes from September 26, 2017.

ADMINISTRATIVE ITEM

4. R2017-62 Restaurant Project at Union Depot

1. Accept and approve the Restaurant Project budget and financing plan in the amount of \$1,995,000.
2. Authorize the County Manager to issue solicitations in accordance with the County's procurement policies and procedures, enter into agreements and contracts, and execute change orders and amendments to agreements provided the amounts are within the budget of the approved project.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

5. Corridor Updates

6. Adjournment

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-66

Committee: Regional Railroad Authority

Meeting Date: 10/3/2017

SUBJECT: Agenda of October 3, 2017 is Presented for Approval

REQUESTED ACTION

Approve the agenda of October 3, 2017.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-67

Committee: Regional Railroad Authority

Meeting Date: 10/3/2017

SUBJECT: Minutes from September 26, 2017 are Presented for Approval

REQUESTED ACTION

Approve the minutes from September 26, 2017.

ATTACHMENTS

1. Draft Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2017-62

Committee: Regional Railroad Authority

Meeting Date: 10/3/2017

SUBJECT: Restaurant Project at Union Depot

REQUESTED ACTION

1. Accept and approve the Restaurant Project budget and financing plan in the amount of \$1,995,000.
2. Authorize the County Manager to issue solicitations in accordance with the County's procurement policies and procedures, enter into agreements and contracts, and execute change orders and amendments to agreements provided the amounts are within the budget of the approved project.
3. 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) renovated Union Depot into a multi-modal transit and transportation hub and re-opened Union Depot to the public in December 2012. Union Depot provides space for passengers and providers of transportation services, a bike center, rental car operations, office and retail tenants, and event venues.

A restaurant space on the main level of the head house was leased to a tenant at the time of the renovation project. Only minor modifications were made to the restaurant space, at the tenant's request, to reduce the size of their leased space for the remainder of their lease term. In early 2016, the tenant advised RCRRA of the tenant's intention to close the restaurant when the lease expired in May.

On April 12, 2016, the RCRRA approved the issuance of a Request for Proposals (RFP) for the Management and Operation of a Restaurant and Catering at Union Depot. The Request for Proposals required the successful proposer to assist with the design of, and equipment for, the restaurant to be built by and at the expense of RCRRA.

On August 16, 2016, the RCRRA approved the Agreement with Kaskaid Hospitality for Operation and Management of a Restaurant and Catering at Union Depot. RCRRA staff began working with Kaskaid Hospitality on the restaurant concept and pre-design.

On March 7, 2017, the RCRRA approved the issuance of a Request for Proposals (RFP) for design-build services for a restaurant at Union Depot. The project would be completed in a phased approach, with each phase being the subject of a separate agreement.

On May 23, 2017 the RCRRA approved the selection of Kalcon, LLC to provide the design-build services.

RCRRA staff, Kaskaid Hospitality and Kalcon, LLC reviewed the existing restaurant space conditions which remain as originally constructed in 1983. Based on this review, and the proposed restaurant concept, the design for the restaurant has been completed and a Project budget developed.

Restaurant Project at Union Depot

The Project is intended to renovate the entire restaurant space, and includes installation of new mechanical and electrical services and structural enhancements to the main floor to support a lift and allow use of the mezzanine which has not been open to the public for over five (5) years. Modifications will address and ensure compliance with all applicable federal, state and local regulations and codes. Kitchen equipment and furniture for the seating areas are also included in the Project, and will remain the property of Ramsey County Regional Railroad Authority regardless of the restaurant operator.

The Project encompasses 6,800 square feet of area and the Project budget is estimated at \$1,995,000.

FISCAL IMPACT

Funds for the Restaurant Project are available in the Ramsey County Regional Railroad Authority Union Depot capital project budget.

COUNTY MANAGER COMMENTS

Ramsey County Regional Railroad Authority approval is required for the Restaurant Project budget and financing plan.

PREVIOUS ACTION

On May 23, 2017, the Ramsey County Regional Railroad Authority approved the Agreement with Kalcon, LLC for Phase I design-build services for the Union Depot Restaurant (Resolution R2017-17).

On May 9, 2017, the Ramsey County Regional Railroad Authority approved the Project Labor Agreement for the Union Depot Restaurant Remodel Project (Resolution R2017-15).

On March 7, 2017, the Ramsey County Regional Railroad Authority authorized the Request for Proposals for the Design-Build Services for a Restaurant at Union Depot (Resolution R2017-9).

On August 16, 2016, the Ramsey County Regional Railroad Authority approved the Agreement with Kaskaid Hospitality for Operation and Management of a Restaurant and Catering at Union Depot (Resolution R2016-45).

On April 12, 2016, the Ramsey County Regional Railroad Authority authorized the Request for Proposals for the Management and Operation of a Restaurant and Catering at Union Depot (Resolution R2016-24).

ATTACHMENTS

1. Draft Resolution
2. Project Budget and Financing Plan

Draft Resolution

WHEREAS, Ramsey County Regional Railroad Authority renovated Union Depot into a multi-modal transit and transportation hub, re-opened in December 2012, providing space for passengers and providers of transportation services, a bike center, rental car operations, office and retail tenants, and event venues; and

WHEREAS, A restaurant tenant occupying space on the main floor of the head house during the renovation closed the restaurant in May of 2016 upon their lease expiration; and

WHEREAS, Ramsey County Regional Railroad Authority approved the issuance of a Request for Proposals on April 12, 2016 for the Management and Operation of a Restaurant and Catering at Union Depot; and

WHEREAS, Ramsey County Regional Railroad Authority approved the selection of Kaskaid Hospitality for Operation and Management of a Restaurant and Catering at Union Depot and began working on a restaurant concept and pre-design; and

WHEREAS, Ramsey County Regional Railroad Authority approved the issuance of a Request for Proposals on March 7, 2017 for design-build services for a restaurant at Union Depot using a phased approach; and

WHEREAS, Ramsey County Regional Railroad Authority approved the selection of Kalcon, LLC to provide design-build services; and

WHEREAS, Ramsey County Regional Railroad Authority staff, Kaskaid Hospitality, and Kalcon, LLC reviewed the existing restaurant space conditions, which remain as originally constructed in 1983, and completed the design for the new restaurant; and

WHEREAS, The Project is intended to renovate the entire restaurant space, and includes installation of new mechanical and electrical services and structural enhancements to the main floor to support a lift and allow use of the mezzanine which has not been open to the public for over five years, and ensure compliance with all applicable federal, state and local regulations and codes; and

WHEREAS, The Project will also include provision and installation of new kitchen equipment and furniture for the seating areas which will remain the property of Ramsey County Regional Railroad Authority; and

WHEREAS, The Project encompasses 6,800 square feet of area and the Project budget is estimated at \$1,995,000; Now, Therefore, Be It

RESOLVED, Ramsey County Regional Railroad Authority accepts and approves the Restaurant Project budget and financing plan in the amount of \$1,995,000; and Be It Further

RESOLVED, Ramsey County Regional Railroad Authority authorizes the County Manager to issue solicitations in accordance with the County's procurement policies and procedures, enter into agreements and contracts, and execute change orders and amendments to agreements provided the amounts are within the budget of the approved project; and Be It Further

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

Estimated Project Budget and Financing Plan

Union Depot Restaurant Project Project Budget 9/25/2017

		Estimated Costs
1. Land Acquisition		
Cost Including Fees	\$0	
Sub-total		\$0
2. Construction Costs		
Construction Value - Kalcon Quote	\$1,316,300	
Other	\$0	
Construction Contingency	\$63,000	
Sub-total		\$1,379,300
3. Design Costs		
A/E Design	\$0	
Reimbursable Expenses	\$0	
Sub-total	\$0	\$0
4. Furniture, Fixtures and Equipment		
Furnishing/Fixtures (Adjustables)	\$163,759	
Equipment	\$444,910	
Signage (Interior & Exterior)	\$0	
Sub-total		\$608,669
5. Technology		
Telephone/Data	\$7,000	
Sub-total		\$7,000
6. Administration and Other Costs		
Project Administration	\$0	
Specialty Testing/Inspections	\$0	
Agency Review	\$0	
Moving/Storage Costs	\$0	
Specialty Consultants	\$0	
Sub-total		\$0
Total Project Budget		\$1,994,969
Financing Plan		
Funds available from Union Depot capital project budget		\$1,994,969
Total Financing Plan		\$1,994,969