



Red Rock Corridor Commission Agenda

4:00 p.m.* Thursday, January 25, 2018

***Note time change**

Newport City Hall
596 7th Avenue
Newport, MN 55055

	<u>Action Requested</u>
1. Introductions	Information
2. Election of Officers	Election
3. Approval of Agenda	Approval
4. Consent Items*	Approval
a. Checks and Claims	
b. Minutes from November 30 Meeting	
5. 2018 Work Plan and Budget*	Approval
6. Joint Powers Agreement*	Approval
7. Small Area Plans Update*	Information
8. Legislative Preview	Information
9. Communications Update*	Information
10. Other	Information
a. Commissioner Reports	
b. Next Meeting	
March 22, 2018 (proposed) 4:00 pm Newport City Hall	
11. Adjourn	Approval

**Enclosures*



DATE: January 18, 2018
TO: Red Rock Corridor Commission
FROM: Staff
RE: Checks and Claims

<u>Johnson Group</u>	
November 2017	\$591.66
TOTAL	\$591.66

Details on the overall status of the budget for these contracts are attached.

Action:
Approval

Red Rock Corridor Communications

Consultant Johnson Group
 Contract No. 9992
 Expiration Date 2/28/2018
 Business Unit Public Works
 Object Code 215000
 Updated 3/6/2017

Task No.	Task Description	Johnson Group	Task Total
1.0	Email Marketing	\$4,800.00	\$4,800.00
2.0	Social Media Posting and Mgmt	\$3,600.00	\$3,600.00
3.0	Media Relations	\$3,000.00	\$3,000.00
4.0	Awariness Campaign	\$3,500.00	\$3,500.00
7.0	Website Updates & Maintenance	\$2,500.00	\$2,500.00
8.0	Website Hosting	\$180.00	\$180.00
NA	Contingency	\$420.00	\$420.00
	Total Contract Cost	\$18,000.00	\$18,000.00
	Total Project Cost	\$18,000.00	\$18,000.00

Invoice Number / Date	Tasks							Total Contract Cost	Total Project Cost
	Email Marketing	Social Media	Media Relations	Awareness Campaign	Website Updates	Website Hosting	Contingency		
1021405/3/31/17		\$450.00		\$291.66				\$741.66	\$741.66
1021443/4/27/17		\$150.00	\$525.00	\$291.66		\$180.00		\$1,146.66	\$1,146.66
1021497/5/31/17	\$800.00	\$300.00			\$405.00			\$1,505.00	\$1,505.00
1021571/6/29/17		\$300.00		\$291.66				\$591.66	\$591.66
1021622/7/27/17	\$1,125.00	\$300.00		\$291.66				\$1,716.66	\$1,716.66
Aug-17	\$800.00	\$300.00		\$291.66				\$1,391.66	\$1,391.66
Oct-17	\$800.00	\$300.00		\$291.66				\$1,391.66	\$1,391.66
Nov-17		\$300.00		\$291.66				\$591.66	\$591.66
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
Amount Billed to Date	\$3,525.00	\$2,400.00	\$525.00	\$2,041.62	\$405.00	\$180.00	\$0.00	\$9,076.62	\$9,076.62
Percent Complete	73.4%	66.7%	17.5%	58.3%	16.2%	100.0%	0.0%	50.4%	50.4%
Amount Remaining	\$1,275.00	\$1,200.00	\$2,475.00	\$1,458.38	\$2,095.00	\$0.00	\$420.00	\$8,923.38	\$8,923.38



Meeting Minutes

November 30, 2017

Newport City Hall

4:30 p.m.

Commission Members	Agency	Present
Marion Greene	Hennepin County RRA	
Janice Rettman	Ramsey County RRA	X
Jim McDonough	Ramsey County RRA	
Karla Bigham	Washington County RRA	X
Mike Slavik	Dakota County RRA	X
La Rae Mills	City of Cottage Grove	X
Myron Bailey	City of Cottage Grove	
John Kummer	Denmark Township	
Mark Vaughn	City of Hastings	X
Cam Gordon	City of Minneapolis	
Tracy Rahm	City of Newport	X
Jane Prince	City of St. Paul	
Sandi Dingle	City of St. Paul Park	X

Ex-Officio Members	Agency	
Ron Allen	Goodhue County	
Jess Greenwood	Goodhue County	
Judy Mitchell	Canadian Pacific Railway	
Marc Mogan	Prairie Island Indian Community	

Staff	Agency	Present
Jan Lucke	Washington County RRA	
Lyssa Leitner	Washington County RRA	
Hally Turner	Washington County RRA	X
Emily Jorgensen	Washington County RRA	X
Kevin Roggenbuck	Ramsey County RRA	X
Matt Parent	Dakota County RRA	
Joe Scala	Hennepin County	X

Others	Agency	
Chelsey Hendrickson	Kimley Horn	X
Lindsey Wollschlager	Richardson, Richter & Associates	X

Agenda Item #1: Introductions

Chair Bigham called the meeting to order at 4:30 p.m. Introductions were not made.

Agenda Item #2: Approval of Agenda

Councilmember Mills moved to move agenda items 6 and 8 to follow agenda item 3 in the interest of quorum. The motion was seconded by Mayor Dingle. All were in favor, **Approved**. Motion Carried.

Agenda Item #3: Consent Items

Motion was made by Commissioner Rettman to approve the check and claims, and the minutes from the August 24 and October 19 commission meetings. The motion was seconded by Councilmember Rahm. All were in favor, **Approved**. Motion Carried.

Agenda Item #6: Financial Agreement

Hally Turner, Washington County staff, stated that the financial services agreement is the agreement that is standing between the Red Rock Corridor Commission and Washington County Regional Railroad Authority that grants Washington County the authority to manage funds, contract services, provide necessary support and oversight activity on behalf of the Red Rock Corridor Commission. The current agreement is set to expire on December 31, 2017. As the Joint Powers Agreement (JPA) update is taking longer than anticipated, the Commission needs to act on the financial agreement in order to continue paying the bills. This agreement would be null once a new JPA is adopted. The changes from the previous draft include updated membership and allowing the termination of the agreement upon the approval of a new JPA.

Commissioner Bigham asked for the length of the agreement. Ms. Turner stated that there is no term associated with the financial agreement but the adoption of the new JPA meets the termination criteria for the financial agreement. Commissioner Bigham asked why notice provision wasn't included in article 3. Ms. Turner stated that there wasn't a notice provision in the previous copy. Commissioner Bigham stated that the new financial agreement is fine without a notice provision.

Commissioner Rettman stated that it seems appropriate to not have a notice provision as there are only two parties involved in the agreement. Commissioner Rettman asked if this agreement allows staff to continue Red Rock Commission work and the work is only using fund balance. Ms. Turner stated that that was correct.

Motion was made by Councilmember Rahm to approve the financial services agreement. The motion was seconded by Councilmember Vaughn. All were in favor, **Approved.** Motion Carried.

Agenda Item #8: 2018 Proposed Meeting Schedule

Emily Jorgensen, Washington County staff, stated that there are 3 meetings proposed for 2018. The first meeting is proposed for January 25. The meeting would cover the second reading of the amended JPA, a first reading of the amended bylaws, and a small area plan update from Kimley Horn. The second meeting is proposed for May 24. The meeting would cover adopting the amended JPA and bylaws. The third meeting is proposed for October 25. The meeting would cover the 2019 work plan and budget.

Chair Bigham asked why the Commission is waiting 5 months between the readings of the JPA and approving the amended JPA. Ms. Turner stated that the date was selected to allow time to work with agencies to approve the amended JPA by the May 24 meeting. Ms. Turner noted that approval processes can take longer than anticipation.

Chair Bigham asked to clarify if May 24 is the week of Memorial Day. May 24 is the week before Memorial Day. Chair Bigham noted that there may be a need for an additional meeting depending on what happens in the legislature in 2018. Chair Bigham asked staff to plan for a meeting in February and March.

Commissioner Rettman asked that a notice be sent out to Commission members to ensure that the meeting times and dates for 2018 work for everyone's schedules. Chair Bigham asked if it would be too difficult for members to get to meetings to start at 4 pm. Chair Bigham stated the meetings should begin at 4 pm.

Agenda Item #4: Small Area Plans

Ms. Jorgensen stated that St. Paul Park and Cottage Grove have been working with Washington County throughout 2017 to develop plans for the station areas in those cities. Two rounds of open houses were conducted. Staff heard comments about mobility challenges, what communities like, what they would like to see change. Development scenarios were shown at open houses in the fall. The draft project analysis and public engagement feedback was presented to the cities at the Cottage Grove Planning Commission and the St. Paul Economic Development Authority. Kimley Horn staff will be present at the January commission meeting to give a final presentation on the Small Area Plan process.

Commissioner Rettman stated that she appreciated having the Small Area Plan information in the packet now for review prior to the next meeting.

Commissioner Bigham thanked staff for their time and commitment to the public engagement process and for working with the city partners.

Agenda Item #5: Joint Powers Agreement

Ms. Turner stated that the Commission had previously selected to allow current members to withdraw if they so choose and the remaining members will update the current JPA. Washington and Ramsey County staff are working with their respective attorneys to draft a new agreement. Those changes will be presented in a draft in January. Corridor city staff will also have an opportunity to review.

Commissioner Rettman asked when the 90-day notice period for the withdrawal of the City of Minneapolis will end. Ms. Turner stated that the City of Minneapolis website was experiencing technical difficulties so the date is forthcoming.

Chair Bigham stated that Minneapolis Councilmember Gordon had sent that was impossible to open.

Commissioner Rettman asked if the cities that have been involved or if the cities that will be involved will have an opportunity to review. Ms. Turner stated that the list is the same and everyone will have an opportunity to review.

Agenda Item #7: Draft Work Plan and Budget

Ms. Turner stated this is the first of two readings of the 2018 work plan and budget. Staff anticipate the second reading to take place in January provided major changes aren't needed. The 2018 work plan is very similar to 2017. The work plan centers around informing legislation as it relates to corridor activities, monitoring the work that goes on in the region to ensure Red Rock Corridor priorities are reflected, and continue communication activities. The Commission has used a communications consultant for the past few years. That contract expires in February, staff recommends using Washington County staff for communications and not pursuing a new consultant contract. The finalization of the JPA is also included in the work plan. The budget is proposed to be \$21,000. The 2017 approved budget and expenses was included in the packet. The 2017 expenses does not yet reflect expenses from November and December. Ms. Turner highlighted the specifics of the 2018 budget. Ms. Turner stated that funds are budgeted for the remainder of the current communications contract. Staff will be working to get all materials from the consultant to continue communications works.

Commissioner Rettman asked if any consultant created Red Rock content is owned by the consultant. Ms. Turner confirmed that all content is owned by the Commission.

Ms. Turner stated that some funds are available in the event the Commission needed additional assistance with the JPA.

Commissioner Slavik asked if the two funding partners who are withdrawing have waived contribution refunds. Ms. Turner stated that Hennepin County and Dakota County have not waived the reimbursement. The Commission will be reimbursing the funding partners based on contribution percentages once the current JPA is no longer in effect. Commissioner Slavik stated he had previously had conversations with Hennepin County that reimbursement to Dakota and Hennepin may not be necessary. Ms. Turner stated that that message was relayed to staff but the Washington County attorney recommended that the Commission receive the waiver in writing. Commissioner Slavik said he and Commissioner Greene feel that as withdrawing funding partners they do not need to be reimbursed and the money would be more valuable to the Red Rock Corridor Commission.

Commissioner Rettman stated that Commissioner Slavik has made it clear that although Dakota County is withdrawing, Dakota County wants to be part of regional transit solutions. Although Dakota County will not be included in the new JPA, Dakota County will be continued to be involved in the Red Rock Corridor and the bigger picture.

Commissioner Slavik stated that Dakota and Hennepin Counties feel that it's not about the dollars, it's about regional transit.

Agenda Item #9: Communications Update

Ms. Jorgensen stated that there have been 702 views on the website in the last 30 days. The Red Rock Corridor Facebook page currently have 730 likes and there have been no instances that require staff to remove comments. Two articles from the South Washington County Bulletin.

Chair Bigham stated that there has been a lot of publicity in the South Washington County Bulletin about the small area plans.

Ms. Turner stated staff have created a communications plan for 2018 in lieu of hiring a consultant.

Agenda Item #10: Communications Update

A. Commissioner Reports

Councilmember Rahm stated there has been an incident at Newport Station with overnight parking. Signage may be necessary to limit nuisance parking. Commissioner Bigham concurred and has passed the issue along to staff. Mayor Dingle asked if it has been a problem with apartment residents parking in the lot overnight. Councilmember Rahm said that the residents have not been an issue.

Commissioner Slavik acknowledged this would be his last meeting and thanked the Commission for the work they have done, it's been a pleasure to work with the Commission and the staff over the last five years.

Chair Bigham stated that Gateway Gold Line is close to entering Project Development. Chair Bigham thanked Commissioner Slavik for his service to the Commission over the last 5 years.

B. Next Meeting

Next meeting will be held on January 25, 2018 at 4:00 pm at Newport City Hall.

Agenda Item #11: Adjourn

Chair Bigham called the meeting adjourned.

DRAFT



DATE: January 18, 2018
TO: Red Rock Corridor Commission
FROM: Staff
RE: 2018 Work Plan and Budget

Overview

The proposed 2018 work plan and budget is attached for review. The work plan focuses on commission administration, public involvement, and amending the Joint Powers Agreement. The key items are also listed below:

- Inform state and federal legislators of the need for improved transit service in the Red Rock Corridor.
- Offer guidance, monitor progress, and prepare formal comments on studies that are being conducted or that could have an impact on the activities in the Red Rock Corridor.
- Continue communication efforts through the use of social media and updating the website to coincide with the next steps in the corridor implementation.
- Update the Joint Powers Agreement to reflect the recommendations from the Red Rock Corridor Implementation Plan.

The proposed 2018 budget is \$21,000. The budget will be covered 100% by fund balance.

Staff will provide an overview of the draft work plan and budget at the meeting and will seek approval from the commission. This is the second and final reading of the budget and work plan.

Action

Approval

Red Rock Corridor Commission

2018 Work Plan

1. Management, Policy, and Administrative Activities

Commission activities will include:

1. Prepare and adopt the annual Work Plan and Budget
2. Prepare the annual financial report
3. Review insurance needs and procure appropriate insurance
4. Provide commission and staff administration
5. Manage commission expenses
6. Manage the consultant selected for each of the various work tasks undertaken by the commission

2. General Activities

The Red Rock Corridor Commission (RRCC) will work with corridor municipalities, chambers of commerce and other business groups, community members, the Metropolitan Council, Metro Transit, the Minnesota Department of Transportation (MnDOT), and other stakeholders as needed to continue the advancement of the Red Rock Corridor. To accomplish this, the RRCC will do the following:

1. Inform state and federal legislators of the need for improved transit service in the Red Rock Corridor.
2. Offer guidance, monitor progress, and prepare formal comments on studies that are being conducted or that could have an impact on the activities in the Red Rock Corridor.
3. Work with state and local agencies to identify regional priorities for all transportation modes in the corridor.

3. Public Involvement

The commission's public involvement activities will build on communication efforts from the Implementation Plan. The commission's activities will include:

1. Distribution of newsletters and project updates at various public events including fairs and community festivals.
2. Media recognition of commission meetings and events through print, radio, and public access television.
3. Coordination of updates to the project website to coincide with the multiple studies being undertaken.
4. Host a website and manage content and utilize social media.

4. Joint Powers Agreement

The RRCC Joint Powers Agreement (JPA) will be amended to reflect changes made to commission membership and corridor activities since the current JPA was signed in 2004. The updated JPA will reflect recommendations identified in the Red Rock Corridor Implementation Plan. The JPA update will be completed by staff.

2018 Budget

2018 Expenditures

Operating Expenditure Category	Amount
Corridor Administration/General Activities ⁽¹⁾	
- Corridor Insurance	\$2,000
- Materials/Postage/Printing/Memberships	\$1,000
- Events/Tours/Advertising	\$1,000
Subtotal	\$4,000
Public Involvement	
- Website Hosting	\$5,000
- Communication Services (incl. possible contract services)	\$6,000
Subtotal	\$11,000
Joint Power Agreement	
- Contracted Services	\$1,000
Subtotal	\$1,000
Contingency	\$5,000
TOTAL	\$21,000

Notes:

1. The county regional railroad authorities typical cover administrative functions including mailings. However, such items are eligible for reimbursement as approved by the commission.

2018 Revenue

Revenue Source	% Due	Amount Due	Fund Balance	Total Revenue
Red Rock Corridor Commission Fund Balance	100%	\$0	\$21,000	\$21,000
REVENUE TOTAL		\$0	\$21,000⁽¹⁾	\$21,000

Notes:

1. \$21,000 of the commission's projected 2017 end of year fund balance (estimated to be \$66,000 as of October 2017) will be used to cover RRCC financial members' 2018 budget contributions.



DATE: January 18, 2018
TO: Red Rock Corridor Commission
FROM: Staff
RE: Joint Powers Agreement

Red Rock Corridor Commission met on October 19, 2017 to discuss the joint powers agreement (JPA). For the purposes of amending the JPA, the commission decided to have interested members to pass resolutions of withdrawal prior to the next discussion. The following resolutions have been received by staff.

Agency	Resolution Date	90-Day Notice
Dakota County	September 12, 2017	December 11, 2017
Denmark Township	October 4, 2017	January 2, 2018
Hennepin County	November 14, 2017	February 12, 2018
City of Minneapolis	November 17, 2017	February 23, 2018

Ramsey and Washington County staff have facilitated internal reviews of the draft JPA by attorneys from each county. Cities were also invited to review the draft JPA before the end of 2017. No comments from cities were received.

Staff will present the final draft to the commission including a review of changes made since the last commission discussion. If the Red Rock Corridor Commission approves the release of the JPA, the timeline of expected actions is:

Action	Date
Commission approves release of JPA	January 2018
Members approve JPA	January through April 2018
JPA in effect	Date upon approval of the last party to act

Draft bylaws reflecting the changes to the JPA will likely be reviewed at the March 22, 2018 meeting.

Action:
 Approve the release of the amended Joint Powers Agreement for action by members

JANUARY 2018

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT
FOR THE RED ROCK CORRIDOR COMMISSION**

This Amended and Restated Joint Powers Agreement, hereinafter together with any supplements, amendments, or exhibits (Agreement) is made and entered into on this _____ day of _____, 201_, by and between the **RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY (RCRRA)**, **WASHINGTON COUNTY REGIONAL RAILROAD AUTHORITY (WCRRA)**, the city of **COTTAGE GROVE** (Cottage Grove), the city of **HASTINGS** (Hastings), the city of **NEWPORT** (Newport), the city of **SAINT PAUL** (Saint Paul), and the city of **ST. PAUL PARK** (St. Paul Park) (each a “Party” and collectively the “Parties”) under the authority of and pursuant to the provisions of Minn. Stat. Chapters 398A and 471.59.

WITNESSETH:

WHEREAS, Dakota Regional Railroad Authority (DCRRA), Hennepin County Regional Railroad Authority (HCRRA) , RCRRA , WCRRA, Cottage Grove, Hastings, St. Paul Park, Newport, and Denmark Township entered into a Joint Powers Agreement (Original JPA) dated March 1999 establishing a joint powers board titled the Red Rock Corridor Commission (Commission) pursuant to Minn. Stat. §§ 471.59 and 398A.04, subd. 9; and

WHEREAS, DCRRA, HCRRA, RCRRA, WCRRA, Cottage Grove, Hastings, St. Paul Park, Newport, Denmark Township, Saint Paul, and the city of Minneapolis (Minneapolis) amended and restated the Original JPA on July 27, 2004 (the Amended JPA); and

WHEREAS, DCRRA, HCRRA, Denmark Township, and Minneapolis have withdrawn from the Amended JPA and the Commission;

WHEREAS, the Red Rock Corridor is defined as the transitway corridor originating in Hastings in Dakota County, continuing through Washington County and Ramsey County, and terminating in downtown Saint Paul in Ramsey County with connections to other multi-modal transportation options; and

WHEREAS, the Red Rock Corridor has significant transportation, safety, and land use issues; and

WHEREAS, there are opportunities for a variety of multi-modal transportation improvements in the Red Rock Corridor; and

WHEREAS, the Parties wish to collaboratively plan for multi-modal transportation improvements to the Red Rock Corridor and for the related land use and development impacts; and

WHEREAS, the Commission has completed a bus rapid transit feasibility study on the Red Rock Corridor and determined that planning for bus rapid transit in the Red Rock Corridor should continue; and

WHEREAS, pursuant to Minn. Stat. 398A, a regional railroad authority located in Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, or Washington Counties may exercise powers to plan, establish, acquire, develop, purchase, enlarge, extend, improve, maintain, equip, regulate, and protect; and pay costs of construction and operation of a bus rapid transit systems located within its county on transitways included in and approved by the Metropolitan Council's 2030 Transportation Policy Plan; and

WHEREAS, the Red Rock Corridor is included in and approved by the Metropolitan Council's 2030 Transportation Policy Plan as a corridor recommended for a future transitway; and

WHEREAS, the Commission intends to work collaboratively with Minnesota Department of Transportation (MnDOT) and the Metropolitan Council for the planning and development of bus rapid transit in the Red Rock Corridor; and

WHEREAS, RCRRA, WCRRA, Cottage Grove, Hastings, Newport, Saint Paul, and St. Paul Park, as the remaining Parties of the Commission desire to amend and restate the Amended JPA; and

WHEREAS, this Amended and Restated JPA is also referred to as the “JPA” or “Agreement”, further amends the Original JPA as amended by the Amended JPA, and restates and replaces the Original JPA and the Amended JPA in their entirety; and

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants herein, the Parties hereto hereby agree to as follows:

ARTICLE 1. DEFINITIONS

Unless context otherwise requires, the terms defined in this Article shall have the following meanings:

1. “Agreement” means this Amended and Restated Joint Powers Agreement (or, the “JPA”).
2. “Commission” shall mean the joint powers body established in this JPA.
3. “Effective Date” shall mean the date upon which the last of the Parties approves this Amended and Restated JPA as provided in Article 3 below.
4. “Financial Party” means individually RCRRA and WCRRA.
5. “Non-Financial Party” means individually Cottage Grove, Hastings, Newport, Saint Paul, and St. Paul Park.
6. “Member” shall mean the elected official appointed to the Commission to represent a Financial Party or Non-Financial Party.

ARTICLE 2. PURPOSE

The Parties have entered into this Agreement for the purpose of jointly exercising the powers granted to Regional Railroad Authorities organized under the provisions of Minn. Stat. Ch. 398A,

including but not limited to the acquisition and management of federal, state, and local funding in conjunction with Minnesota Department of Transportation (MnDOT) and the Metropolitan Council, and may perform any responsibilities delegated by the Commissioner of Transportation subject to the conditions that sufficient funds are received.

ARTICLE 3. TERM

This Amended and Restated JPA shall be effective to amend, replace, and supersede the Amended JPA only when adopted by all the Parties identified in the caption to this Agreement (the “Effective Date”). The date upon which this Amended and Restated JPA shall amend and restate the Amended JPA and be the JPA shall be the date on which the last Party approves this Amended and Restated JPA by action of its governing board or council. The Amended and Restated JPA shall remain in full force and effect until terminated by the then Parties pursuant to Article 10 below.

ARTICLE 4. JOINT POWERS BOARD

The Original JPA creates a joint powers board as a public entity, known as the Red Rock Corridor Commission, or the “Commission”. The Commission is an entity separate from the Parties to this Agreement and shall not be deemed an agent or partner of the Parties to this Agreement, and the Parties to this Agreement shall not be liable for the actions of the Commission. The Commission shall have full authority to exercise all powers stated herein.

ARTICLE 5. MEMBERSHIP

- A. Each Financial Party shall appoint one (1) Member and one (1) alternate to the Commission. Each Non-Financial Party shall appoint one (1) Member and one (1) alternate to the Commission.

Additional parties may become members of the Commission by amendment to this Agreement as provided in Article 11 below.

Members of the Commission appointed by a Financial Party will have three (3) votes.
Members of the Commission appointed by Non-Financial Parties will have one (1) vote.

- B. Commission Members’ terms shall commence on January 15 of a calendar year and end on January 14 of the next succeeding year, or until a successor is appointed.

ARTICLE 6. POWERS OF COMMISSION

The Commission has such authority as is necessary and proper to make all decisions to carry out its purpose as described in Article 2. Such powers shall be subject to the provisions of Minn. Stat. § 471.59 and will include, but not be limited to, any or all of the following powers to the extent provided by law or not otherwise limited by this Agreement.

- A. Adopt an annual budget, together with a statement of the sources of funding and an estimate of the amounts required of each Financial Party.

- B. Enter into transactions, including contracts or leases, required in furtherance of this Agreement and statutory mandate, and enforce such transactions to the extent available in equity or at law. The contracting and purchasing requirements of one Party designated by the Commission shall apply hereto. The Commission may approve any contract relating to this Agreement up to the amount approved in the annual budget, and may authorize the Chair of the Commission to execute those contracts.
- C. Adopt by-laws and any amendments consistent with this Agreement required for the exercise of the powers and purposes stated in this Agreement. The by-laws shall be effective only if approved by unanimous vote of the Financial Parties of the Commission.
- D. Apply for and accept gifts, grants, loans of money, other property, or assistance on behalf of the contracting parties from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes, including any grant which may be available, enter into any agreement in connection therewith, and hold, use and dispose of such money, other property, and assistance in accordance with the terms of the gifts, grants, or loans relating thereto.
- E. Acquire and hold such real and personal property as may be required to accomplish the purposes of this Agreement and, upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.
- F. Employ agents and employees, and to fix the compensation and all other terms and conditions of employment thereof.
- G. Incur debts, liabilities, or obligations which do not constitute a debt of any of the Parties. The Commission does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the Parties.
- H. Sue and be sued in its own name.

All powers granted herein shall be exercised by the Commission in accordance with the legal requirements applicable to regional railroad authorities.

ARTICLE 7. OFFICERS, EMPLOYEES, AND SERVICES

- A. The Commission shall elect a Chair and Vice-Chair from its membership at its first regular meeting each year. The Chair and Vice-Chair shall be elected by the Commission from its membership for a term of one (1) year. The Chair shall preside at all meetings of the Commission, may establish such subcommittees as may be needed from time to time and shall perform other duties and functions as may be determined by the Commission. The Vice-Chair shall preside over and act for the Commission during the absence of the Chair. If both the Chair and Vice-Chair are absent, the Commission may elect a temporary Chair to conduct its business, provided a quorum is present.
- B. **Staff**. Each Party may provide staff support to the Commission, subject to the approval of the Commission.

- C. **Vacancies.** If an appointment of any Commission Member or alternate is vacated before the end of his or her term, the vacancy shall be filled by appointment by the appropriate appointing governing body. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist.
- D. **Meetings.** The Commission shall meet at regular intervals at such times and places for the upcoming year as set by the Commission at its last regular meeting each year. Special meetings may be held on reasonable notice by the Chair or any two Members upon terms and conditions as the Commission may determine and that conform to the Minnesota Open Meeting Law, Minn. Stat. § 13D.
- E. **Committees.** The Commission may establish standing committees of the Commission by providing for such committees by resolution. The Chair may establish ad hoc committees of the Commission.

ARTICLE 8. FUNDING

- A. **Financial Parties' Contribution.** Within sixty (60) days of the Effective Date, the Commission shall review the budget for the calendar year in which the Effective Date occurs and determine the balance of unencumbered funds. The Commission shall credit all unencumbered funds (Balanced Credit) to RCRRA and WCRRA in proportion to their respective contributions. The Commission shall thereafter modify or affirm the budget for the remainder of the calendar year, and shall assess the Financial Parties their proportionate share of the budget as follows:

50%	Ramsey County Regional Railroad Authority (RCRRA)
50%	Washington County Regional Railroad Authority (WCRRA)
- B. **Annual Budget.** For the calendar year next following the calendar year of the Effective Date and all subsequent years, the Commission shall establish and approve a budget. Each Financial Party shall be assessed for its proportionate share of the budget according to the schedule above. The RCRRA and WCRRA assessment shall be first deducted from any remaining Balance Credit, with any remainder due as in Article 8D below.
- C. **Financial Parties' Budget Approval.** Adoption of the budget shall require unanimous approval of the Financial Party Members.
- D. **Contribution Date.** Except for any initial contribution required by this Agreement, assessments made under the provisions of this article shall be paid by each Financial Party by January 3 of each year. The initial contribution shall be made within sixty (60) days of the adoption of the budget pursuant to Article 8A above.
- E. **Budgeting, Accounting, Fiscal Agent, and Other Services.** The Commission may contract with any Party to provide contract management, legal review, and budgeting and accounting services necessary or convenient for the Commission and otherwise act as the Commission's

fiscal agent. Such services shall include, but not be limited to, management of all funds, including contributions and grant monies, payment for contracted services, and relevant bookkeeping and record keeping. The contracting and purchasing requirements of the Party so selected shall apply to transactions of the Commission. Such Party shall identify the staff person to work as liaison with the Commission.

- F. **Accountability for Funds.** All funds shall be accounted for according to generally acceptable accounting principles. A report on all receipts and disbursements shall be forwarded to the Commission on an annual basis. The Parties have the authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established Commission funds shall be credited back to that same fund.
- G. **Cost Sharing Agreement.** The Financial Parties may enter into, but are not bound to enter into, cost sharing agreements with each other for the purpose of providing additional local funding to carry out the purposes of the Commission.

ARTICLE 9. FINANCIAL SERVICES

The Commission designates WCRRA to receive and manage Commission funds, to provide any and all budgetary and accounting services necessary and convenient for the Commission, including county contributions and grant monies awarded to the Commission, administer contracts for Commission activities, and to provide legal services for the review and drafting of Commission contracts and grant documents.

- A. **Budgeting and Accounting Services.** WCRRA shall provide budgeting and accounting services necessary to manage Commission funds, including Financial Party contributions and grant monies. Such services shall include, but not be limited to management of all funds, including Financial Party contributions and grant monies, payment for contracted services, and relevant bookkeeping and record keeping. WCRRA shall establish one or more separate funds for said monies and all interest earned from established funds shall be credited back to those same funds.
- B. **Accountability for Funds.** All funds shall be accounted for according to generally accepted accounting principles. The Commission may request a report pertaining to budgeting and accounting services provided pursuant to this Agreement.
- C. **Contracting and Purchasing.** Contracting and purchasing requirements of WCRRA shall apply to contracts let, grant application submitted, and purchases made by the Commission during the term of the Agreement.
- D. **Records.** All pertinent books, records, documents, and account procedures and practices shall be maintained by WCRRA and made available to the Commission and the State Auditor upon reasonable notice and shall be retained for a period of three years.
- E. **Indemnification.** Nothing in this Article is intended by the Parties as a waiver of any liability limits or immunities that the Parties are otherwise entitled to under law. The requirement of this section shall survive the termination or expiration of this Agreement.

- F. **Insurance.** The Commission shall purchase insurance to cover open meetings, municipal liability, auto, and crime.

ARTICLE 10. WITHDRAWAL AND TERMINATION

- A. **Withdrawal.** Any Party may withdraw from this Agreement upon 90-days prior written notice evidenced by resolution of the Party's governing body to the Commission. In the event of withdrawal by any Party, this Agreement shall remain in full force and effect as to all remaining Parties.
- B. **Effect of Withdrawal, Disposition of Property, Funds, and Obligations.** A Party withdrawing from this Agreement shall, prior to such withdrawal, pay the full amount of any unpaid assessments to the Commission as defined in Article 8. A Party withdrawing from this Agreement shall not receive a distribution of property or funds until such time as this Agreement is terminated by all Parties pursuant to this Article 10. Such disposition of property shall be in accordance with the provisions of Article 10D below.

Any Party withdrawing shall be liable for any assessment in the year in which the withdrawal becomes final only for the period in such year that the party remains a Party. The Party's assessment shall not exceed the sum of one-twelfth ($1/12^{\text{th}}$) the full assessment multiplied by the number of months or fractions thereof in the year during which the Party remains a Party.

- C. **Termination.** This Agreement shall terminate upon the occurrence of any one of the following events:
- (a) When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
 - (b) When a majority of the Parties agrees to terminate this Agreement.
- D. **Disposition of Property and Funds.** At such time as this Agreement is terminated, any property interest remaining in the Commission, following discharge of all obligations owed by the Commission, shall be disposed of and the proceeds of the property shall be returned to the parties in proportion to their contribution.
- E. **Effect of Withdrawal of Financial Party on Budget.** In the event a Financial Party withdraws, the unpaid assessment allocable to such Party in the year of withdrawal and subsequent years shall be reallocated to the remaining Financial Parties in proportion that the assessment allocations under Article 8A of this Agreement.

ARTICLE 11. MISCELLANEOUS

- A. **Amendments.** This Agreement may be amended by unanimous agreement of the Parties as evidenced by resolutions adopted by the respective governing bodies.

- B. **Records, Accounts, and Reports.** The Commission shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Commission shall be subject to the provisions of Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16C.05, subd. 5. The Commission, within one hundred twenty (120) days after the close of each fiscal year, which shall be January 1 to December 31, shall give a complete written report of all financial activities for such fiscal year to the Parties.
- C. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- D. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- E. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreements, including the Amended JPA, relating to the Commission.
- F. **Alternative Dispute Resolution.** In the event of a dispute arising under this Agreement, the parties and the Commission agree to attempt to resolve their dispute by following the process described below:
- (1) A Party shall provide written notice to the Commission describing perceived conflict, positions, and underlying reasons.
 - (2) The Commission or Party shall provide written response to notice within seven (7) days of receipt of notice.
 - (3) The Parties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution. Costs of such facilitator shall be shared equally by all Parties to the dispute.
 - (4) At the first meeting, the neutral facilitator will assist the Parties in identifying the appropriate Parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation, or arbitration.
 - (5) In developing the process, the Parties will be guided by the following principles:
 - (i) the Parties will attempt in good faith to reach a negotiated settlement;

- (ii) the Parties agree that there must be fair representation of the parties directly involved in the dispute;
 - (iii) the Parties will use legal proceedings as a last resort; and
 - (iv) in the event the Parties are unable to resolve the dispute, each Party retains all rights, remedies, or defenses it had prior to entering the process.
- (6) The Parties will report to the Commission within 60-days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings.

IN WITNESS WHEREOF, the Parties to this Agreement have hereunto set their hands on the date written below.



DATE: January 18, 2017
TO: Red Rock Corridor Commission
FROM: Staff
RE: Small Area Plans

Overview

The Cities of Cottage Grove and St. Paul Park worked with Washington County throughout 2017 to develop small area plans for the proposed Red Rock station areas each city. Kimley Horn staff have previously provided information on existing conditions such as existing and forecasted population, age, and household trends as well as market trends.

This information was used as the foundation for draft development scenarios provided in November 2017 packet. Staff presented the development scenarios to the Cottage Grove Planning Commission and the St. Paul Park Economic Development Authority.

Draft documents were not included in the packet due to the file size. They are available for review at the following link:

<https://kimley-horn.securevdr.com/share/getinfo/s32a28ce1d474d52a>.

Kimley Horn staff will be providing a summary of the work completed for the Cottage Grove and St. Paul Park Small Area Plans.

Action:
Information

Cottage Grove and St. Paul Park Small Area Plans

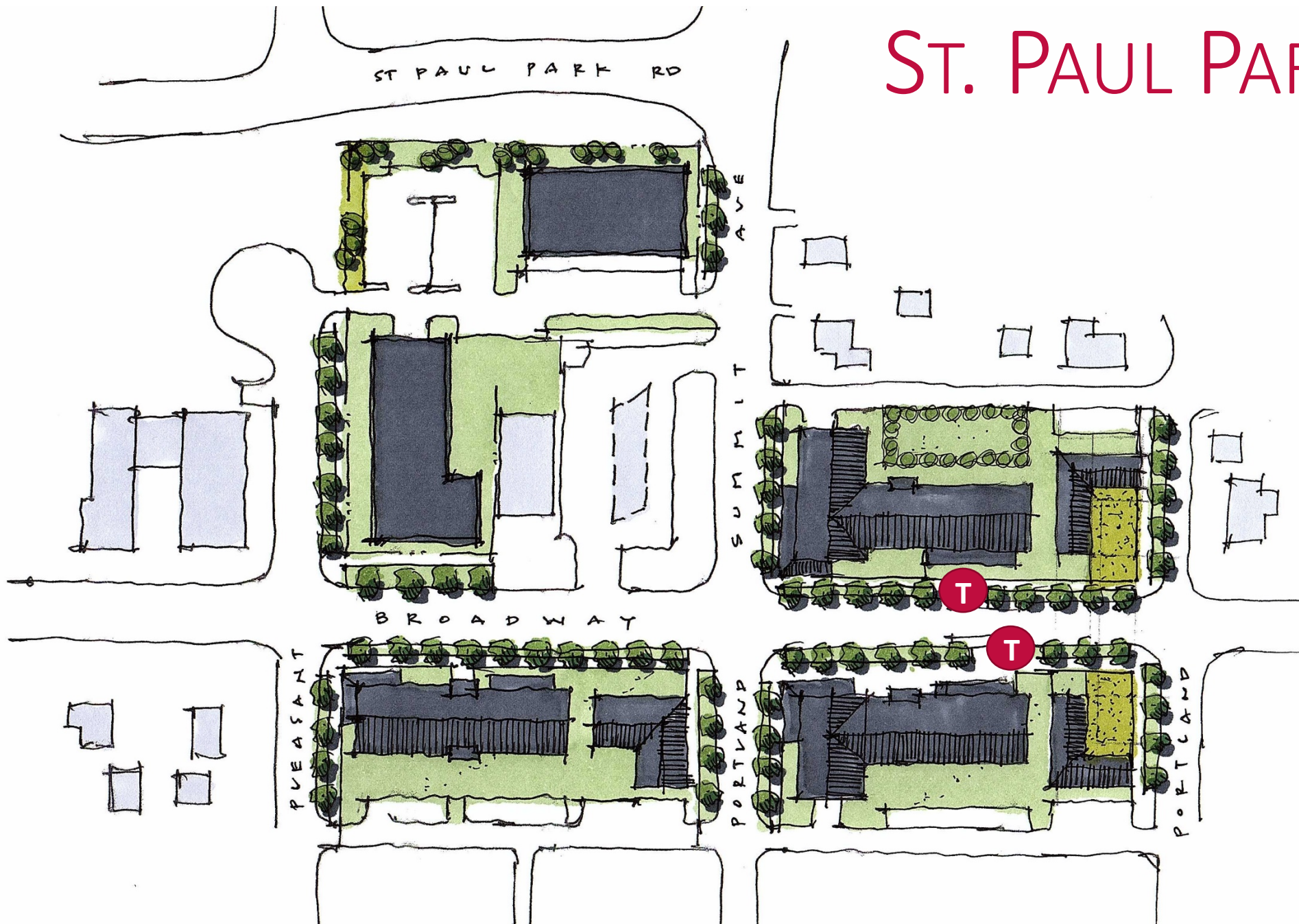
Red Rock Corridor Commission

January 25, 2018

Development Scenarios

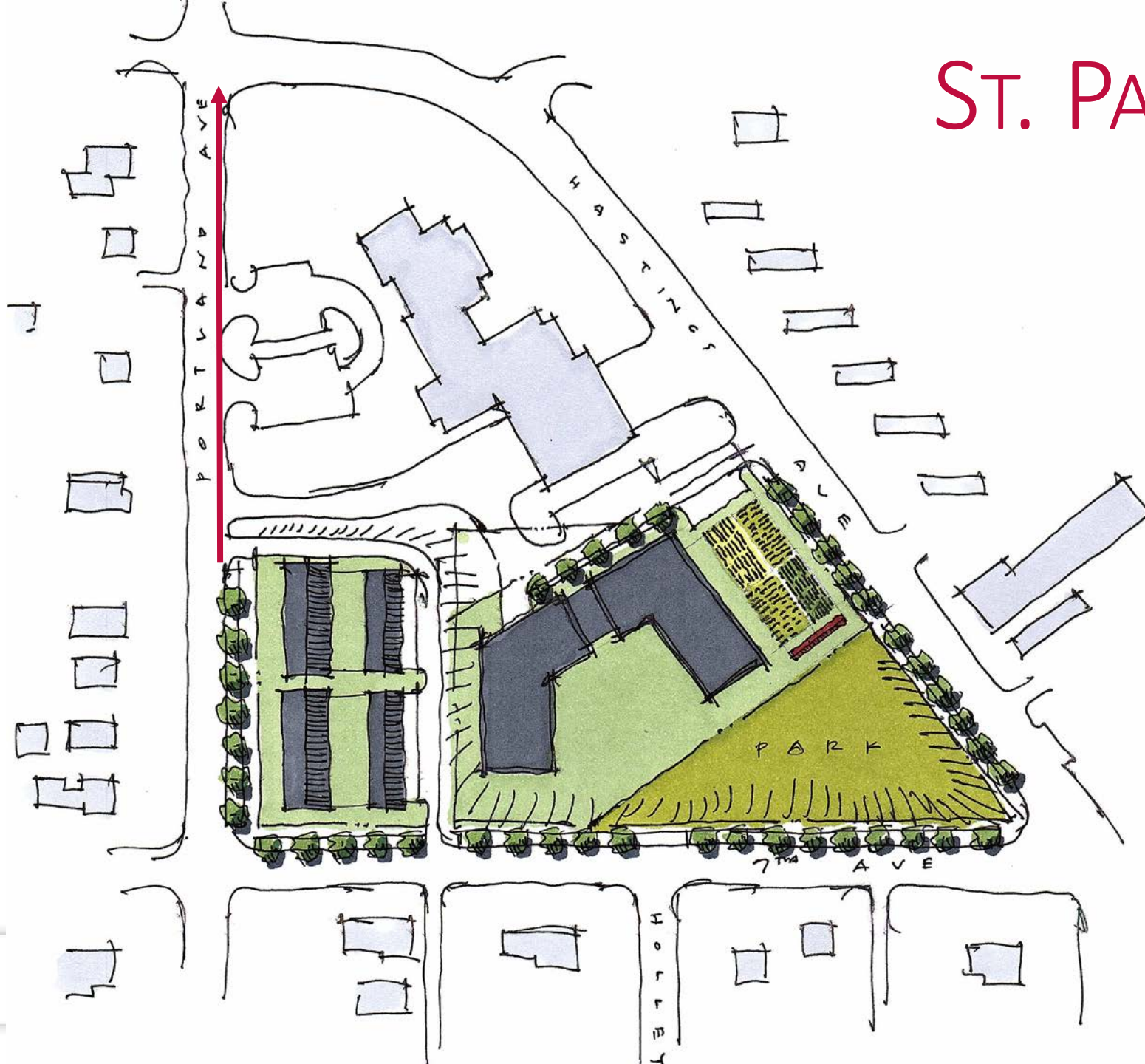
ST. PAUL PARK

Broadway
Avenue &
Summit
Avenue



ST. PAUL PARK

East 7th
Avenue &
Portland
Avenue





ST. PAUL PARK

Hastings
Avenue
between
East 7th
Avenue
and East
8th Avenue



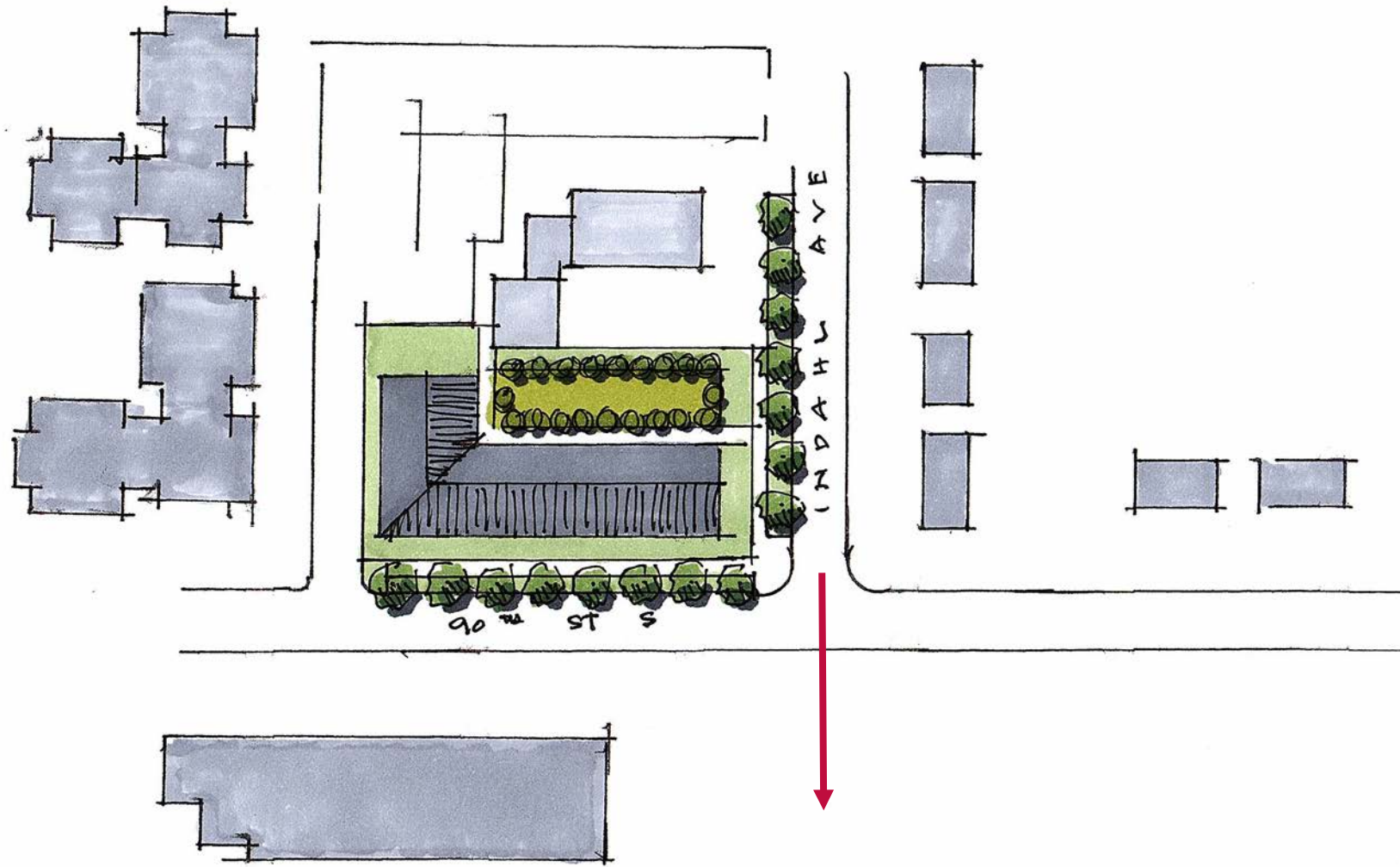
80th Street School District Site



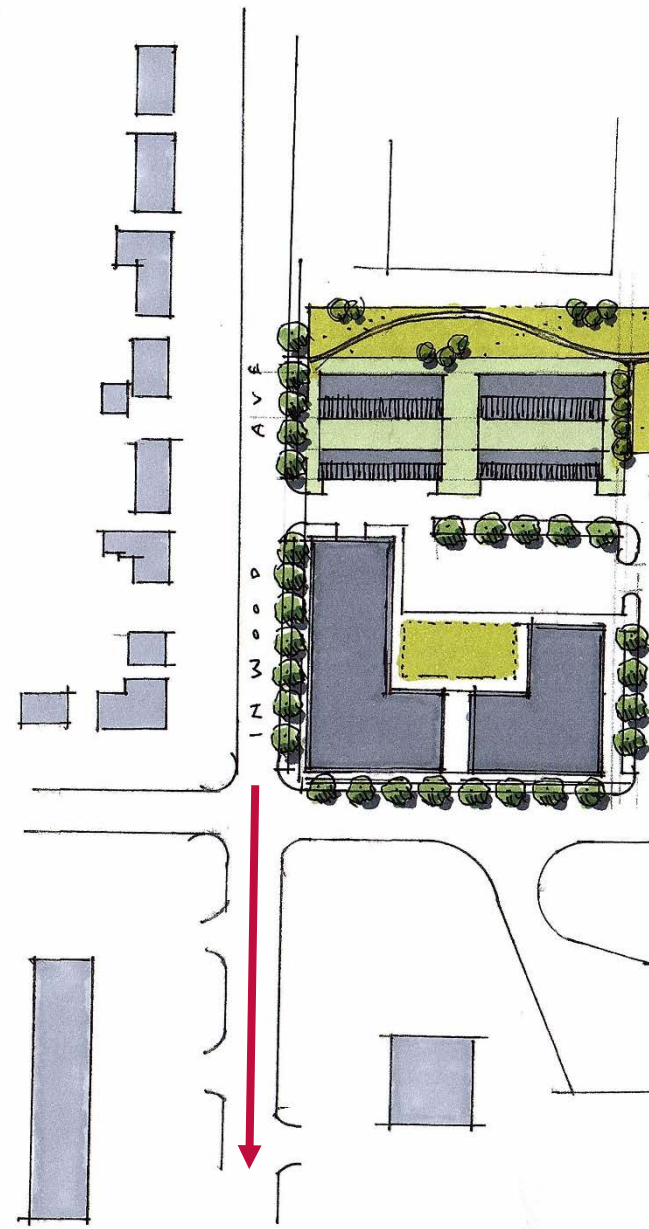
RRCC MEETING 1/25/18

COTTAGE GROVE





Jamaica
Avenue
Short-Term
Opportunity:
Alley Church



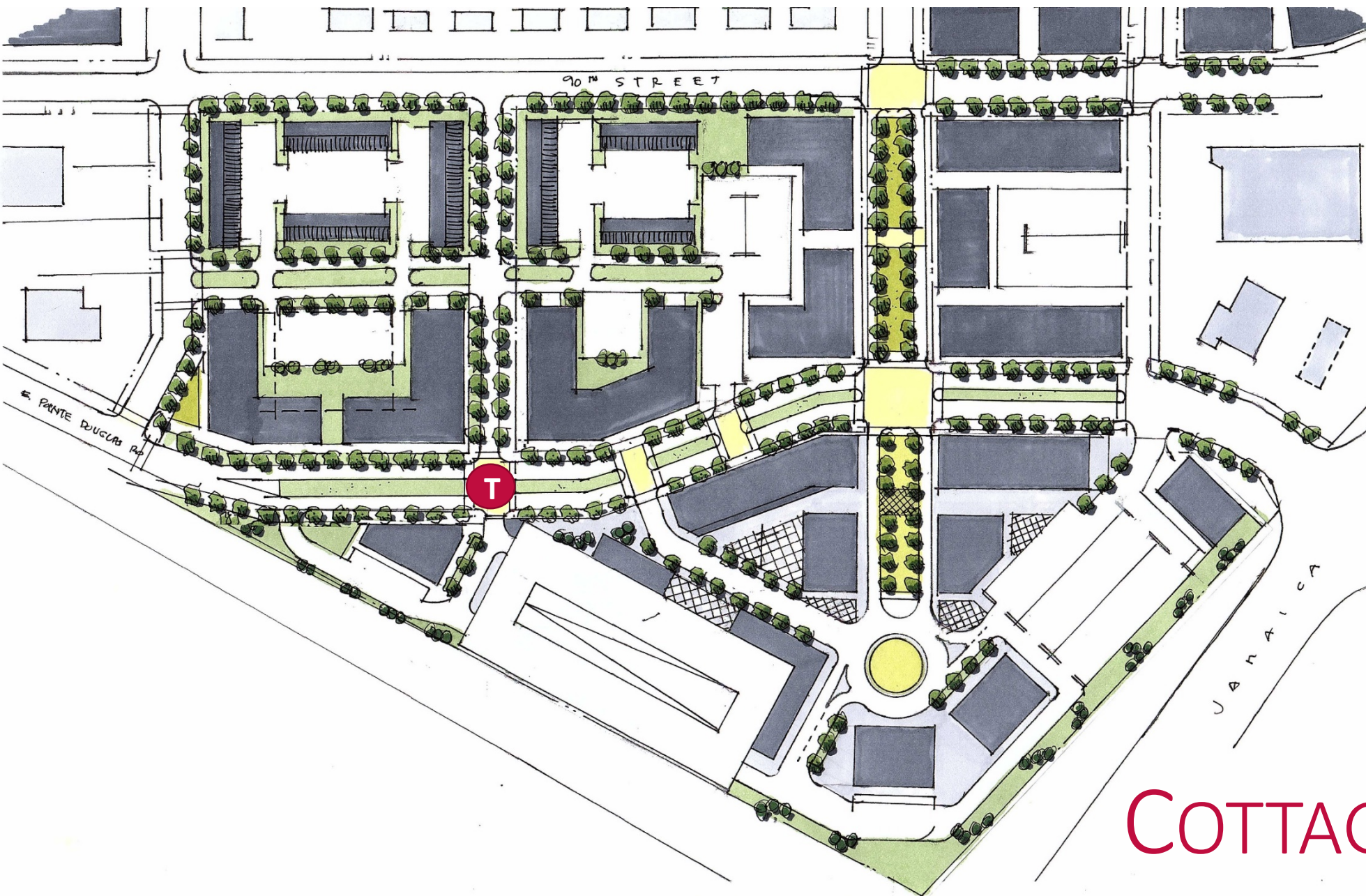
Jamaica
Avenue
Short-Term
Opportunity:
Peaceful
Grove
United
Methodist
Church



Jamaica Avenue Short- Term Opportunities

RRCC MEETING 1/25/18

COTTAGE GROVE



Jamaica Avenue Long-Term Vision

COTTAGE GROVE

Implementation Strategies

- General Strategies
- Implementation Challenges
- Overcoming Challenges
- Site Specific Strategies

Questions?



DATE: January 16, 2018
TO: Red Rock Corridor Commission
FROM: Staff
RE: Communications Update

Website

There have been 638 website views in the last 30 days.

Facebook

The Facebook page has 372 likes. There have been no instances where comments needed to be removed from the Facebook page in accordance with the commission's Facebook use policy.

Press

News articles published since the last Red Rock Corridor Commission meeting are attached.

1. December 18, 2017 — South Washington County Bulletin

Action:

Information

Washington County, Cottage Grove give legislative agendas

By [Katie Nelson](#) on Dec 18, 2017 at 4:49 p.m.

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The Washington County Board and Cottage Grove City Council approved their legislative agendas this month for the 2018 session beginning Feb. 20.

Kevin Corbid, deputy Washington County administrator, said some of the initiatives they are asking for have been on their list for several years, but many are new additions.

The county is asking for funding or state bonding for various initiatives, including \$7 million for an interchange at Manning Avenue and Highway 36 in Stillwater, \$10 million for the Board of Water and Soil Resources for the purchase and development of wetlands to meet state wetland requirements, increased funding for aquatic invasive species prevention, public health grant funding, moneys for Minnesota Eligibility Technology System (METS) and reimbursement for increased costs from the new Minnesota Driver and Vehicle Services (MNLARS) licensing system.

The county is also asking for funding for a two-year demonstration of a Red Rock Corridor route between St. Paul and Cottage Grove. Along with the route, they are supporting a Regional Transit Capital Area between the seven-county metro area involved in transit agreements.

Any further data retention requirements are being opposed by the county, including the possibility of having to retain emails for three years.

The board is supporting new assistive voting technology that would make it possible to mark a paper ballot by using a touch screen and having the machine mark it, as well as drop off points for absentee ballots to be fed into the machine without mailing.

The county and Cottage Grove are both asking for funding for county and regional parks, particularly the Ravine Regional Park currently undergoing improvements.

Both are also stating opposition to unfunded mandates from the state.

Cottage Grove

Much of the city's agenda is regarding water treatment.

They are requesting 4.5 million in state funding to hasten the plans for a water treatment facility.

They also ask that any funds taken from 3M in a settlement will come to Cottage Grove and other communities affected by perfluorochemical contamination.

Cottage Grove is also requesting funding and removal of barriers to wastewater and stormwater reuse and protection, as well as further water and groundwell monitoring.

As the city continues to grow, they are also requesting lighting along Highway 61.

The HERO Center is one of the city's top asks, currently in the bonding requests.