



## Red Rock Corridor Commission Agenda

4:30 p.m. Wednesday, February 8, 2023

St Paul Park City Hall

	<u>Action Requested</u>
1. Introductions	Information
2. Election of Officers	Election
3. Approval of Agenda	Approval
4. <u>Presentation</u> – Red Rock Corridor Re-Visioning Scope of Work*	Discussion
5. Approval of October Minutes*	Approval
6. Recognition of Outgoing Members*	Approval
7. RRCC Insurance Renewal*	Approval
8. Signature of Joint Powers Agreement*	Approval
9. 2023 Work Plan and Budget*	Approval
10. Communications Update*	Information
11. Other	Information
a. Commissioner Reports	
b. Next Meeting – <i>April 27, 2023</i>	
12. Adjourn	Approval

*\*Enclosures*



**DATE:** February 8, 2023  
**TO:** Red Rock Corridor Commission  
**FROM:** Staff  
**RE:** Election of Officers

The Red Rock Corridor Commission bylaws state that the Commission shall elect a Chair and Vice Chair from its membership at the first meeting of the calendar year. Officers serve for a one-year term or until their successors are elected.

**Action**  
Election of Chair and Vice Chair



**DATE:** February 8, 2023  
**TO:** Red Rock Corridor Commission  
**FROM:** Staff  
**RE:** Presentation: Red Rock Corridor Re-Visioning

Staff will provide a short overview of the Red Rock Corridor Commission to aid discussion regarding re-visioning and goal setting. Will Schroer, Executive Director of East Metro Strong, will present a draft scope of work to be included in a Request for Qualifications (RFQ) for re-visioning work. The draft scope of work is attached.

**Action**  
Information

# Red Rock Corridor Overview & Re-visioning



Red Rock Corridor Commission  
February 8, 2023  
St Paul Park City Hall

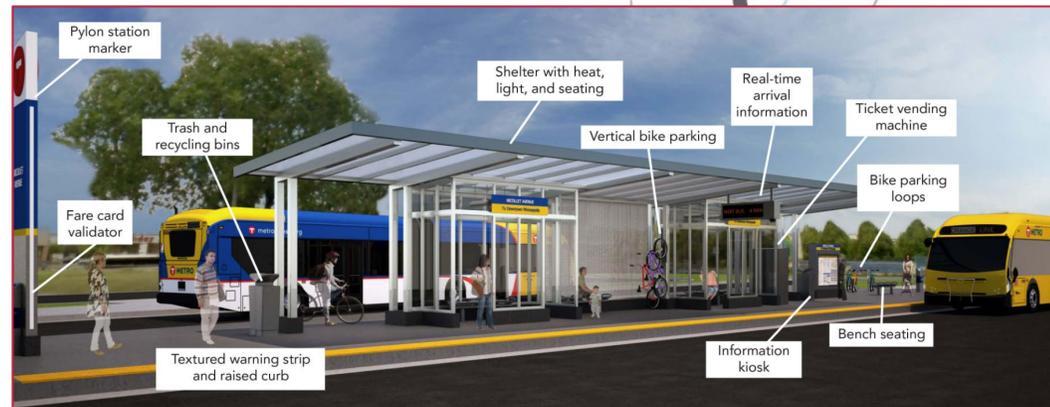
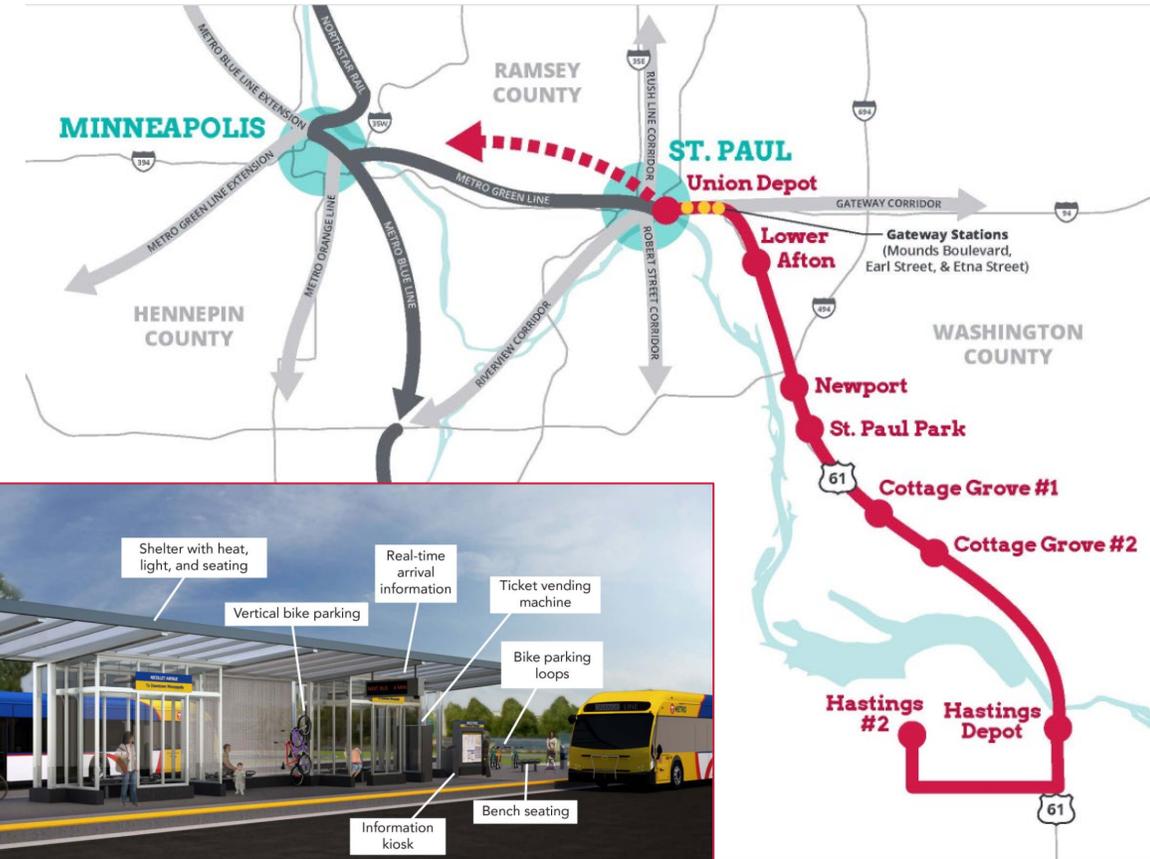
# Corridor Description

- **20-mile transitway**

- Hastings, Cottage Grove, St. Paul Park, Newport, Saint Paul
- Funding Partners: Ramsey County, Washington County

- **Highway BRT**

- High-frequency
- Bi-directional
- High-amenity buses and stations



# Brief History

- **1990s-2014**
  - Considered for commuter rail
  - Station area planning; monitor other regional projects and trends; monitor ridership
- **2014 - Alternatives Analysis Update**
  - Considered land use, growth projections, forecasted ridership, estimated costs, and corridor goals and objectives
  - Concluded that BRT was best alternative for the corridor
- **2017 – Implementation Plan**
  - Further studied BRT in corridor
  - Developed near- and long-term recommendations

Milestone	Date(s)
Alternatives Analysis Study (AA)	2007
Station Area Planning	2009-2011
Alternatives Analysis Update (AAU)	2013-2014
Red Rock Corridor Implementation Plan	2015-2017
Small Area Plans	2017-2018

# Implementation Plan (2017)

## Recommendations

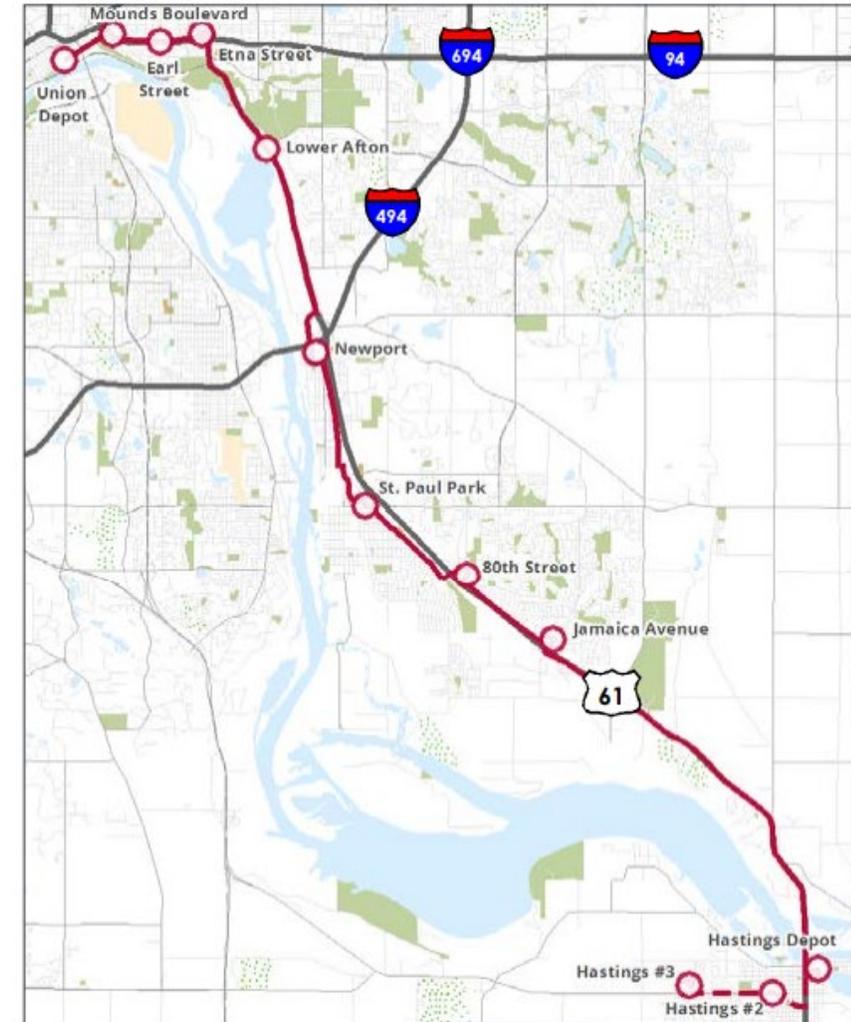
- **Near-term**

- Work with Metro Transit:
  - Maintain and increase local and express bus service in corridor
  - Implement 30-minute, all-day service (Route 363)
- Work with Corridor cities to increase population and employment density in station areas (Small Area Plans)

- **Long-term**

- Implement development plans in and around stations areas
- Update ridership based on comp plan updates
- If Rte 363 expansion is implemented
  - Monitor ridership, and identify interim improvements
  - Replace with Interim BRT when it reaches regional ridership thresholds

Figure 4-4: Preferred Alternative Route



# Re-Visioning: Scope of Work

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East Metro Strong will work with local and national experts to:

1. Work with stakeholders to understand and describe new transportation needs in the Red Rock Corridor.

Expected deliverables:

- Conduct focus groups with cities, businesses, and community partners about changing travel needs
- Describe current and likely future needs for connections and travel
- Describe these needs drawing on results from the focus groups and drawing on other relevant descriptors

2. Work with stakeholders to develop a refreshed vision for transit in the Red Rock corridor.

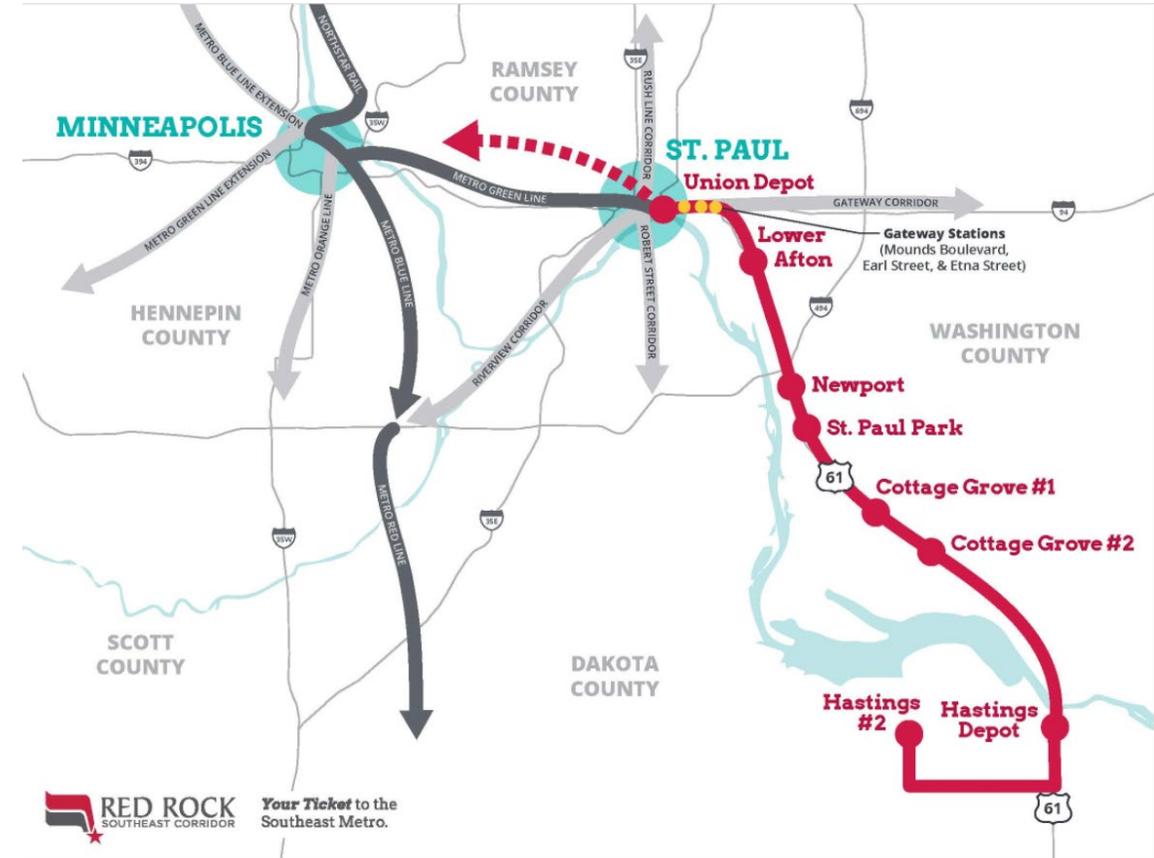
Expected deliverables:

- Recommendations for kinds of transportation options that the Commission and stakeholders should consider
- Suggested next steps



# Questions?

Thank you!



## **A Vision for the Red Rock Corridor**

*Who it needs to serve, and how it can serve them*

### **Introduction**

The Red Rock Corridor is a growing portion of the communities of Saint Paul, Newport, St. Paul Park, Cottage Grove, and Hastings along Minnesota Highway 61. The residents and employers in this corridor have long needed better transportation options.

The Red Rock Corridor Commission<sup>1</sup> is made up of jurisdictions and other stakeholders in this corridor who are working to develop and implement such options. The Red Rock Corridor Commission is just one of the organizations in these communities that are trying to expand transportation options in the area.

In 2016, the Red Rock Corridor Commission adopted an Implementation Plan that outlined steps to implement bus rapid transit in the corridor. Since that plan for this corridor was developed, COVID and other developments have changed what residents and employers in this corridor need from their transportation system.

In response, The Red Rock Corridor Commission is issuing this Request for Qualifications to perform the following Scope of Work.

The goal of the Scope is for the Consultant to work with the Commission and stakeholders to:

- *Review* previous relevant work and review relevant changes in the transportation needs of residents and employers.

With that review in hand,

- *Develop* a vision for transit that would best meet the needs of residents and employers in and near the Red Rock Corridor.

We expect that this work will *refresh* the current Vision. We are open to the possibility that changes over the past several years mean that we need a *new* Vision.

The anticipated Scope of Work follows. An RFQ process will provide the flexibility for proposers, staff, and the Commission to refine the scope based on responses from qualified consultants. The RRCC expects to select a consultant based on responses to the RFQ.

### **Task 1. Work with stakeholders to understand and describe new transportation needs in this corridor**

The most important Task of this Scope is to work with stakeholders to understand and describe transportation needs for Red Rock Corridor in 2023 and in the future.

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<sup>1</sup> <https://redrockcorridor.com>

Previous work has described a variety of needs. No doubt many of those remain; just as clearly, COVID and related developments have changed previous needs and created new ones.

- *Within and along the corridor*

Without over-simplifying, most previous work has focused on travel needs along and near Highway 61. Demand for travel to non-work destinations likely remains. Demand for work travel has changed substantially. Commuting to office work in downtown Saint Paul and other locations has dropped substantially, and is likely to remain lower than pre-COVID. Non-office (including industrial and related) employment has grown and continues to grow in the corridor.

- *To and from the corridor*

These same dynamics are occurring outside the corridor. How will those changes affect the need to travel to and from this corridor? For example, is there a need for people to travel across the Mississippi from Dakota County to this corridor? In particular, would Washington County employers benefit from access to potential employees in Dakota County? To ask the question is to suggest 'yes'; this scope seeks evaluation of this and similar questions.

The Commission and Washington County will provide relevant materials; the consultant will be expected to do additional research.

*Expected Deliverables*

- a. Conduct focus groups with representative city, business, and community partners about changing travel needs for their workers, residents, and/or clients.
- b. Describe current and likely future needs for connections and travel i) in and ii) to and from the Corridor
- c. Describe these needs drawing on results from the focus groups in (a) and drawing on other relevant descriptors of current and future needs.

This scope does not include transportation modeling work. We anticipate using both qualitative methods and drawing on existing sources of quantitative data to collect information.

**Task 2. Work with stakeholders to develop a refreshed Vision for transit in the Red Rock Corridor**

Most previous work has described how fixed-route transit investments would help meet needs in this Corridor. Task 2 will respond to the results of Task 1 with descriptions of research, case studies, and best practices of transportation options that could meet the needs described in Task 2. These may include solutions that are not typical fixed-route transit.

### *Expected Deliverables*

- a. Recommendations for the kinds of transportation options that the Commission and stakeholders should consider.

Recommendations may include public investments, private investments, and mixed investments. The goal is vision of a system that meets needs, regardless of who pays and/or operates. Those are important questions; they may also be next steps.

- b. Suggested next steps

Stakeholders need to be able to use the deliverables from this work to define and begin next steps, steps that can lead to useful implementation.

In defining a Vision, the Consultant is not expected to develop an implementation plan.

The Deliverables should describe Next Steps that are likely to be necessary to implement the Vision.

### **Anticipated level of effort**

Right now, RRCC and partners anticipate a level of effort in the mid-five-figures. Discussions with the elected consultant will include developing a possible budget.

### **Required elements of responses to this RFQ**

1. Experience with, and results from, similar engagements
2. Narrative description of how you propose to work with meet the RRCC and stakeholders to meet the described need.



**Meeting Minutes**  
**October 26, 2022, 4:30 p.m.**  
**St. Paul Park City Hall**

<b>Commission Members</b>	<b>Agency</b>	<b>Present</b>
Wayne Johnson	Washington County RRA	X
Rafael Ortega	Ramsey County RRA	X
Tony Khambata	City of Cottage Grove	X
Jane Prince	City of St. Paul	
Sandi Dingle	City of St. Paul Park	X
Mark Vaughan	City of Hastings	X
Marvin Taylor	City of Newport	X

<b>Staff</b>	<b>Agency</b>	<b>Present</b>
Joe Ayers-Johnson	Washington County RRA	X
Lyssa Leitner	Washington County RRA	X

<b>Other Attendees</b>	<b>Agency</b>	<b>Present</b>
Kim Zlimen	MnDOT	X
Kevin Roggenbuck	Ramsey County	X
Will Schroeer	East Metro Strong	X

### **Agenda Item #1: Introduction**

Chair Wayne Johnson called the meeting to order.

Roll call and introductions were held. Quorum was met.

### **Agenda Item #2: Approval of Agenda**

Councilmember Khambata moved approval of the agenda. Councilmember Vaughn seconded. All were in favor. **Approved.** Motion Carried.

### **Agenda Item #3: Approval of April 2022 Minutes**

Councilmember Khambata made a motion to approve the minutes. Councilmember Vaughn seconded. All were in favor. **Approved.** Motion Carried.

### **Agenda Item #4: Approval of 2023 Proposed Meeting Schedule**

Vice Chair Dingle made a motion to approve the 2023 meeting schedule. Commissioner Ortega seconded. All were in favor. **Approved.** Motion Carried.

### **Agenda Item #5: Potential Update to the Red Rock Vision for 2023 Workplan**

Red Rock Corridor Project Manager Joe Ayers-Johnson introduced Will Schroeer, Executive Director, East Metro Strong. He also discussed the purpose of Will's presentation which is to provide an overview of East Metro Strong and example work products that could be applicable to reestablish the vision for the Commission in the future.

Chair Johnson noted that Washington County has held two Board workshops related to the Newport and Forest Lake Transit Centers. Part of the conversation was to determine if the Red Rock Corridor Commission's vision remains the same now that service has been eliminated due to the COVID-19 pandemic. Washington County is asking questions about long-term ownership of the station.

Will provided an overview of East Metro Strong and discussed recent changes related to transit. Those include increased car prices, transit market shifts due to COVID-19, and that existing transit does not effectively access jobs in this corridor. He provided details about a project in Dakota County that East Metro Strong lead in conjunction with the Dakota County Chamber of Commerce and other private businesses and discussed how BRT ridership has rebounded in the Twin Cities and new service types have been launched, like micro transit.

Chair Johnson asked about where the A Line and C Line go and stated he heard that inner city routes were doing better than suburban routes. Will provided information that all-day, frequent routes are rebounding but express bus (that provide service for 9-5 jobs in downtowns) are not rebounding.

Councilmember Khambata noted that many white collar jobs are now virtual and asked if Will is projecting the jobs go back to in-person. He also asked about the offset of traffic volumes for transit and if there was an offset of other things like wear and tear on roads. Will responded that nobody knows the future of jobs remaining virtual. He also stated that the question about transit benefits needs to go back to the Commission. It depends on what the Commission's goals are and then if a certain transit type does or does not meet those goals.

Vice Chair Dingle stated she was a previous express bus rider and has seen traffic pick up on the roads and on the bus. Gas prices and parking prices are bringing people back to transit. She thinks flexibility will remain for white collar jobs with virtual or hybrid options. That includes flexibility in hours too.

Councilmember Khambata asked if there have been successful public-private partnerships. Will responded that he has seen them but results vary based on project goals.

Chair Johnson stated that when he was on the Cottage Grove Council, one of the issues was attracting businesses and felt transit would hurt this because people wouldn't leave their jobs for lunch because they wouldn't have a car. He asked Councilmember Khambata what the goal is for Cottage Grove with transit in terms of more homes, workers, and or businesses.

Councilmember Khambata responded that Cottage Grove has attracted a lot of new businesses recently and in 2021 had the second highest growth of new housing units in the Twin Cities. There are also more apartments which means a wider range of labor force. The City is also piloting a transit circulator route that could be a proof of concept for first and last mile systems. The City is also focusing on diversity, equity and inclusion, making sure the City is not cutting out the people who need support. The industry is like a three-leg stool – housing, industry, and service. They have been heavy on housing, industry is picking up, and service is lagging. NorthPoint is projecting 1700-1900 living wage jobs. The City is on the way to hitting 40,000 people which is a key metric in attracting larger service industries.

Chair Johnson asked what the timeline was to achieve that. Councilmember Khambata replied that it is now.

Lyssa Leitner asked the Commission if they want to direct staff to develop a scope of work to work with East Metro Strong or another organization to reevaluate the vision for Red Rock.

Councilmember Vaughn stated that Hastings is at the end of the corridor and he knows it will take a long time. He does not want to give up on the vision but does agree we should think about different short term solutions. He does not want to only think about connecting to jobs and does not want to rely on the same old studies.

Chair Johnson stated that Gold Line will open in 2025 and will be a proof of concept. If people are riding that, Red Rock may make more sense.

Chair Johnson asked if they should dismantle the Commission. There is a perception that this line will never happen. Also asked if Red Rock Corridor exists without the Newport Transit Station. He stated that the Commission should wait until 2023 when there are new Commission members to determine what should happen.

Commissioner Ortega agreed that they should look at the vision and maybe ask if transit is the solution to the issues being discussed. If it isn't transit, what is it?

Vice Chair Dingle stated she has been riding the bus for 48 years. Much of that time was all-day service in St. Paul Park. Since there is a driver shortage, when will it make sense to use transit for school busing? She is a strong advocate for transit, including benefits for green house gases

and affordability. She does not want to stop pushing for Red Rock but understands it will take a lot of time.

Councilmember Khambata stated that planning for transit needs to be part of how we plan cities, like with the MUSA line and roads. Transit can be key to long-term economic growth like freeways were. Cottage Grove wouldn't have existed without TH61. We also need to look at ancillary benefits, is there cost capture, what are the impacts of not having transit. He would be strongly opposed to scrapping the Corridor vision but wants to move forward with data to determine if the current path is the right one.

Councilmember Taylor noted that Newport is the crossroads of this area. There is a lot of development just across their boarder in Woodbury. Transit could be part of long-term viability for their city.

Chair Johnson stated that the Newport Transit Station is not being used and maybe the Commission should only meet once a year, if at all, until the legislature provides funding for the 363 demonstration service.

Commissioner Ortega stated that no transit line has been built because of the legislature.

Will stated that it seems like many Commission members want to take this as an opportunity to lead and shape a new vision based on new realities. They must determine small, incremental steps to move forward.

Chair Johnson said if the state will not do anything, then it is up to the locals and asked if the cities are willing to contribute funds.

Councilmember Khambata suggested we prepare a plan to articulate what the next steps are. Commissioner Ortega agreed and said to start with the current plan but make sure we are not prescribing the outcome before investigating potential new solutions.

Joe Ayers-Johnson stated that staff will come to the first meeting in 2023 with a draft scope that outlines how to move the Commission through a visioning process.

#### **Agenda Item #6: Communications Update**

Mr. Ayers-Johnson presented a communications update by reviewing the information in the packet.

No questions or comments on this item.

#### **Agenda Item #10: Other**

Vice Chair Dingle thanked Chair Johnson and Councilmember Vaughn for their work throughout the years on the Commission.

No additional reports were shared.

#### **Agenda Item #11: Adjourn**

Vice Chair Dingle made a motion to adjourn. Councilmember Vaughn seconded. All were in favor. **Approved.** Meeting was adjourned.

DRAFT



**DATE:** February 8, 2023  
**TO:** Red Rock Corridor Commission  
**FROM:** Staff  
**RE:** Recognition of Outgoing Members

The Red Rock Corridor Commission has historically recognized outgoing members from the previous year at the first meeting of the calendar year. Resolutions recognizing Commissioner Johnson and Councilmember Vaughn are attached.

**Action**  
Approve

**RESOLUTION THANKING COMMISSIONER JOHNSON FOR HIS SERVICE, ADVOCACY, AND LEADERSHIP ON THE RED ROCK CORRIDOR COMMISSION**

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

**WHEREAS**, Commissioner Johnson was able to effectively represent the needs of Washington County and the broader Red Rock Corridor; and

**WHEREAS**, the contributions of Commissioner Johnson have helped to advance the development of the Red Rock Corridor; and

**NOW THEREFORE, BE IT RESOLVED**, that the Red Rock Corridor Commission would like to thank Commissioner Johnson for his service, advocacy, and leadership on the Red Rock Corridor Commission.

Approved:

\_\_\_\_\_

Chairperson

\_\_\_\_\_

Date Approved by Commission

I hereby certify that the foregoing resolution is a true and correct copy of the Resolution presented to and adopted by the Red Rock Corridor Commission at a duly authorized meeting thereof held on the 8<sup>th</sup> day of February 2023 as shown by the minutes of said meeting in my possession.

	YES	NO	ABSTAIN	ABSENT
BIGHAM	_____	_____	_____	_____
DINGLE	_____	_____	_____	_____
KHAMBATA	_____	_____	_____	_____
ORTEGA	_____	_____	_____	_____
PEMBLE	_____	_____	_____	_____
PRINCE	_____	_____	_____	_____
TAYLOR	_____	_____	_____	_____

**RESOLUTION THANKING COUNCILMEMBER VAUGHN FOR HIS  
SERVICE, ADVOCACY, AND LEADERSHIP ON THE RED ROCK  
CORRIDOR COMMISSION**

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

**WHEREAS**, Councilmember Vaughn was able to effectively represent the needs of the City of Hastings and the broader Red Rock Corridor; and

**WHEREAS**, the contributions of Councilmember Vaughn have helped to advance the development of the Red Rock Corridor; and

**NOW THEREFORE, BE IT RESOLVED**, that the Red Rock Corridor Commission would like to thank Councilmember Vaughn for his service, advocacy, and leadership on the Red Rock Corridor Commission.

Approved:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date Approved by Commission

I hereby certify that the foregoing resolution is a true and correct copy of the Resolution presented to and adopted by the Red Rock Corridor Commission at a duly authorized meeting thereof held on the 8<sup>th</sup> day of February 2023 as shown by the minutes of said meeting in my possession.

	YES	NO	ABSTAIN	ABSENT
BIGHAM	_____	_____	_____	_____
DINGLE	_____	_____	_____	_____
KHAMBATA	_____	_____	_____	_____
ORTEGA	_____	_____	_____	_____
PEMBLE	_____	_____	_____	_____
PRINCE	_____	_____	_____	_____
TAYLOR	_____	_____	_____	_____



**DATE:** February 8, 2023  
**TO:** Red Rock Corridor Commission  
**FROM:** Staff  
**RE:** Red Rock Corridor Commission Liability Insurance Renewal

**Liability Coverage Waiver Form**

The commission is asked each year to determine whether or not it would waive the statutory tort liability limits. The commission has previously chosen NOT to waive such limits. This means that an individual claimant would be able to recover no more than \$500,000 on any claim. If the commission chooses to waive the limits, a claimant could recover up to \$2 million. The League of Minnesota Cities Insurance Trust would like confirmation that the commission would again choose not to waive the statutory tort liability limits.

**Actions**

1. Approve that the statutory tort liability limits NOT be waived.
2. Approve the automatic renewal of decision NOT to waive the statutory tort liability limits without the need for new board action unless the policy changes in nature.

## LIABILITY COVERAGE – WAIVER FORM

**Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to [pstech@lmc.org](mailto:pstech@lmc.org).**

*The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.*

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

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LMCIT Member Name:  
Red Rock Corridor Commission

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*Check one:*

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04. to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: February 8, 2023

Signature: \_\_\_\_\_ Position: Red Rock Corridor Commission Chair



**DATE:** February 8, 2023  
**TO:** Red Rock Corridor Commission  
**FROM:** Staff  
**RE:** Signature of Joint Powers Agreement

During routine housekeeping, staff were unable to locate a signed copy of the Red Rock Corridor Commission Joint Powers Agreement approved by the Red Rock Corridor Commission in 2018. Meeting minutes from January 25, 2018 and March 28, 2019 confirm that the agreement and updated bylaws were approved. Washington County attorney guidance was to bring a resolution before the commission to resign the agreement, which will be effective back to the original date of signature.

**Action**

Approve Resolution 2023-03 to resign the existing Joint Powers Agreement.

**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 25th day of January, 2018, 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<sup>th</sup>) 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.

I hereby certify that the foregoing resolution in a true and correct copy of the Resolution presented to and adopted by the Red Rock Corridor Commission at a duly authorized meeting thereof held on the 8<sup>th</sup> day of February 2023 as shown by the minutes of said meeting in my possession.

ATTEST:		YES	NO	ABSTAIN	ABSENT
<p><b>COMMISSION CHAIRPERSON</b></p> <p>_____</p> <p><b>DATE</b></p> <p>_____</p>	<p><b>BIGHAM</b></p> <p><b>DINGLE</b></p> <p><b>KHAMBATA</b></p> <p><b>ORTEGA</b></p> <p><b>PEMBLE</b></p> <p><b>PRINCE</b></p> <p><b>TAYLOR</b></p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>			



**DATE:** February 8, 2023  
**TO:** Red Rock Corridor Commission  
**FROM:** Staff  
**RE:** 2023 Work Plan and Budget

**Overview**

The proposed 2023 work plan and budget is attached for review. The work plan focuses on commission administration, community engagement, and coordination with partner agencies. The key items are also listed below:

- Conduct a re-visioning process that responds to current transit needs, with further consideration to local connections and innovative partnerships with cities, employers, and other stakeholders.
- 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.

The proposed 2023 budget is \$66,500. The budget will be covered 100% by existing fund balance.

Staff will provide an overview of the draft work plan and budget at the meeting and will seek approval from the commission.

**Action**

Approval



# 2023 Work Plan

## 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 as needed 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

## 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.

## Visioning Process

In partnership with East Metro Strong, the Red Rock Corridor Commission will conduct a re-visioning process that responds to current transit needs, with further consideration to local connections and innovative partnerships with cities, employers, and other stakeholders.

1. Conduct focus groups with representative city, business, and community partners about changing travel needs for their workers, residents, and/or clients.
2. Review case studies, research, and best practices for transportation options that are not typical fixed-route transit.
3. Consider recommendations and next steps based on the above findings on transportation options.

## Public Involvement

The commission's public involvement activities will build on past communication efforts and strategy as outlined in the Implementation Plan. The commission's activities will include:

1. Distribution of newsletters and project updates at public events including fairs and community festivals.
2. Recognition of commission meetings and events through various media sources (i.e., social media, print, radio, and public access television).
3. Coordination of updates to the project website to coincide with any studies or initiatives being undertaken in corridor area.
4. Project webpage hosting, content management, and social media utilization.



## 2023 Budget

### 2023 Expenditures

Operating Expenditure Category	Amount
Corridor Administration/General Activities <sup>(1)</sup>	
- Corridor Insurance	\$1,500
- Materials/Postage/Printing/Memberships	\$1,000
- Events/Tours/Advertising	\$1,000
- Visioning Process	\$50,000
<b>Subtotal</b>	<b>\$53,500</b>
Public Involvement	
- Website Hosting	\$2,000
- Communication Services (incl. possible contract services)	\$6,000
<b>Subtotal</b>	<b>\$8,000</b>
Contingency	\$5,000
<b>TOTAL</b>	<b>\$66,500</b>

#### Notes:

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

### 2023 Revenue

Revenue Source	% Due	Amount Due	Fund Balance	Total Revenue
Red Rock Corridor Commission Fund Balance	100%	\$0	\$66,500	\$66,500
<b>REVENUE TOTAL</b>		<b>\$0</b>	<b>\$66,500<sup>(1)</sup></b>	<b>\$66,500</b>

#### Notes:

1. \$66,500 of the commission's 2023 end of year fund balance (\$87,320.70 as of January 2023) will be used to cover RRCC financial members' 2023 budget contributions.



**DATE:** February 8, 2023  
**TO:** Red Rock Corridor Commission  
**FROM:** Staff  
**RE:** Communications Update

**Facebook**

The Red Rock Corridor Facebook page has 403 likes and a total of 415 people follow the page, which is a slight increase since the October meeting. Staff aims to keep the page active by posting transit-related news from across the region several times per month.

**Press**

None

**Action:**

Information