



Regional Railroad Authority Agenda

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

May 19, 2026 - 10 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

1. **Agenda of May 19, 2026 is Presented for Approval** [2026-187](#)
Sponsors: County Manager's Office
Approve the agenda of May 19, 2026.
2. **Minutes from March 17, 2026 are Presented for Approval** [2026-188](#)
Sponsors: County Manager's Office
Approve the March 17, 2026 Minutes.

ADMINISTRATIVE ITEMS

3. **Fund Balance Transfer and Engineering Agreements for RiversEdge** [2026-169](#)
Sponsors: Public Works
 1. Authorize the County Manager to transfer up to \$350,000 from Ramsey County Regional Railroad Authority fund balance to the Ramsey County Regional Railroad Authority capital fund for railroad review of the RiversEdge Project's preliminary engineering plans and completion of associated engineering work.
 2. Authorize the County Manager to account for the \$350,000 fund balance transfer in the Riverfront Redevelopment project budget established by the County Board.
 3. Approve the Preliminary Engineering Agreements with Union Pacific Railroad Company and Soo Line Railroad Company, doing business as CPKC, for preliminary engineering for the RiversEdge Project.
 4. Authorize the Chair to execute the agreements.
 5. Authorize the County Manager to enter into subsequent engineering agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the funding.

CORRIDOR UPDATES

ADJOURNMENT



Regional Railroad Authority

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2026-187

Meeting Date: 5/19/2026

Sponsor: County Manager's Office

Title

Agenda of May 19, 2026 is Presented for Approval

Recommendation

Approve the agenda of May 19, 2026.



Regional Railroad Authority

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2026-188

Meeting Date: 5/19/2026

Sponsor: County Manager's Office

Title

Minutes from March 17, 2026 are Presented for Approval

Recommendation

Approve the March 17, 2026 Minutes.

Attachments

1. March 17, 2026 Minutes



Regional Railroad Authority

Minutes

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

March 17, 2026 - 10 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Regional Railroad Authority met in regular session at 10:44 a.m. with the following members present: Jebens - Singh, McMurtrey, Miller, Moran, Xiong and Chair Ortega. Commissioner McGuire joined the board meeting remotely pursuant to Minnesota Statutes 13D.02, Subdivision 2. Also present were Ling Becker, County Manager, and Kathleen Ritter, Assistant County Attorney, Ramsey County Attorney's Office.

ROLL CALL

Present: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

1. Agenda of March 17, 2026 is Presented for Approval [2026-103](#)

Sponsors: County Manager's Office

Approve the agenda of March 17, 2026.

Motion by Moran, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

2. Minutes from January 27, 2026 are Presented for Approval [2026-104](#)

Sponsors: County Manager's Office

Approve the January 27, 2026 Minutes.

Motion by Moran, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

ADMINISTRATIVE ITEMS

3. 2026 Funding Commitment to the Great River Rail Commission [2026-053](#)

Sponsors: Public Works

1. Accept the Great River Rail Commission's 2026 Work Plan and Budget.
2. Approve the payment of \$16,400 to the Great River Rail Commission as the Ramsey County Regional Railroad Authority funding commitment to the Great River Rail Commission 2026 Work Plan and Budget.
3. Authorize the County Manager to establish a project budget for the Great River Rail Commission in the Ramsey County Regional Railroad Authority budget.

Motion by Xiong, seconded by Moran. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: [R2026-006](#)

4. Support for the METRO J Line Arterial Bus Rapid Transit [2026-091](#)

Sponsors: Public Works

1. Support the METRO J Line Arterial Bus Rapid Transit, contingent upon:
 - a. Multi-jurisdictional commitment and collaboration between the Minnesota Department of Transportation, Metro Transit, city of Saint Paul, and Ramsey County to invest in significant infrastructure improvements along West 7th Street that addresses safety, mobility, transit reliability, and long-term functionality of the corridor.

Motion by Miller, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: R2026-007

5. Support for the Revised Locally Preferred Alternative for the METRO Bronze Line Bus Rapid Transit Project [2026-094](#)

Sponsors: Public Works

1. Support the revised Locally Preferred Alternative for the METRO Bronze Line Bus Rapid Transit Project.
2. Support amendment of the Metropolitan Council's Imagine 2050 Transportation Policy Plan to incorporate the revised METRO Bronze Line project definition.
3. Authorize Ramsey County Regional Railroad Authority Chair to transmit the resolution to the Metropolitan Council to amend the Metropolitan Council's Imagine 2050 Transportation Policy Plan to incorporate the revised project definition, and direct that this action be transmitted to the Metropolitan Council and Metro Transit.

Motion by Miller, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: R2026-008

CORRIDOR UPDATES

Discussion can be found on archived video.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:49 a.m.

Regional Railroad Authority

Request for Board Action

Item Number: 2026-169

Meeting Date: 5/19/2026

Sponsor: Community & Economic Development
Public Works

Title

Fund Balance Transfer and Engineering Agreements for RiversEdge

Recommendation

1. Authorize the County Manager to transfer up to \$350,000 from Ramsey County Regional Railroad Authority fund balance to the Ramsey County Regional Railroad Authority capital fund for railroad review of the RiversEdge Project's preliminary engineering plans and completion of associated engineering work.
2. Authorize the County Manager to account for the \$350,000 fund balance transfer in the Riverfront Redevelopment project budget established by the County Board.
3. Approve the Preliminary Engineering Agreements with Union Pacific Railroad Company and Soo Line Railroad Company, doing business as CPKC, for preliminary engineering for the RiversEdge Project.
4. Authorize the Chair to execute the agreements.
5. Authorize the County Manager to enter into subsequent engineering agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the funding.

Background and Rationale

Ramsey County owns property in downtown Saint Paul, roughly bound by Kellogg Blvd. to the north, Wabasha St. to the east, railroad tracks to the south, and District Energy to the west. This property is commonly referred to as RiversEdge, a transformative redevelopment project in the capitol city. This project includes four major components including two pieces of infrastructure: (1) a parking ramp built into the bluff to serve the new uses on the site and (2) a structure above the railroad tracks and Shepard Road bridging the gap between the county-owned property and the river. Other pieces of the RiversEdge Project (Project) include (3) a public realm or park extending all the way from Kellogg Blvd. to the river's edge and (4) a series of private towers that will sit on top of the parking structure.

Each component is related and critical to the overall success of the Project, however, without the structure connecting Kellogg Blvd. to the Mississippi River the Project's transportation, economic development and public space benefits will be reduced. As currently planned, the structure will bridge over track owned by Soo Line Railroad Company doing business as CPKC (CPKC) and Union Pacific Railroad (UP) in addition to Shepard Road necessitating a final design that is railroad compliant and approved. Ensuring the continued safe and efficient movement of freight through the corridor is critical as this corridor connects St. Paul and the Twin Cities region to larger national networks of CPKC, UP and BNSF Railway. Additionally, this corridor connects directly to Union Depot, a premier multi-modal transportation hub served by multiple light rail, bus rapid transit, local bus, intercity bus, and Amtrak passenger trains.

Ramsey County has reached out to CPKC and UP as owners of the track to engage them in the Project and to identify additional areas of coordination and approval. Both Railroads have engineering, operations and real estate teams ready to review and comment on the current Project design and identify any necessary changes

prior to advancing the project thought its approval process. Railroad review, comment and approval requires a series of agreements between the Ramsey County Regional Railroad Authority (RCRRA) and each railroad. These agreements allow the project to advance through design and to request individual railroad approval. If approved, additional construction and operation and maintenance agreements will be needed.

The first of these agreements, engineering review agreements, provide for the reimbursement of railroad staff time for their work on the RiversEdge Project. Upon entry into these agreements both CPKC and UP will formally review the Project plans, provide comments and work with Ramsey County on advancing the Project including the determination of property ownership and impact. It is anticipated that the review, comment and work needed to resolve comments will take approximately twelve months. As part of this work, a Memorandum of Understanding between the RCRRA and each railroad will be developed that will detail the project elements, agreed to and outstanding issues, party roles and responsibilities and necessary future agreements. This approach is the same approach taken by the RCRRA and the BNSF Railway, Canadia Pacific Railway, and Union Pacific Railroad for improvements related to bringing Amtrak service back to Union Depot in 2014.

RCRRA approval of the Preliminary Engineering Agreements is an initial step to realizing the RiversEdge Project. This Project represents an opportunity to improve access and strengthen linkages between transportation assets that state, regional, and federal governments have already invested heavily in, including the METRO Green, Gold, Bronze, B and H Lines, Union Depot, regional trails, and a multitude of downtown pedestrian and bicycle mobility and safety improvements. The Project will address the current deficiencies with stairways, narrow sidewalks, and difficult crossings along Kellogg Blvd. that create real risks in one of the busiest pedestrian areas in the capitol city. Better, universally accessible connections to transit mean more Minnesotans - regardless of age, mobility, or income - can safely participate in downtown’s jobs, activities, and riverfront amenities.

This project creates opportunities for economic and community development reflective of county goals and values, utilizing strategies from the Economic Competitiveness and Inclusion Plan, Equitable Development Framework, Comprehensive Plan and Transit and Transportation Investment Plan. It will significantly bolster downtown’s contribution to the overall tax capacity, fostering economic opportunities, and contribute to sustaining and enhancing vitality for the county.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

The Ramsey County Board has adopted the Economic Competitiveness and Inclusion Plan that provides a guide for comprehensive economic development strategy centered on equitable growth and strengthening economic competitiveness. The county also has an Equitable Development Framework to guide any redevelopment project with county participation. These strategies prioritize inclusion in future investments and other actions related to housing, job creation, workforce development and place-based investments.

The overall project is being guided by these strategies whose impacts will be seen and felt most strongly with future phases.

Community Participation Level and Impact

The RiversEdge Project is informed by years of shared community engagement and stated city and county goals. County staff met regularly throughout 2019 with staff from the City of Saint Paul in the City-County Working Group, which provided the basis of integration of the RiversEdge Project with the city’s River Balcony Master Plan. County staff have also been present at several public gatherings focused on the city’s River Balcony initiative.

The community continues to be engaged, most recently through an open artist call which will temporarily activate and beautify the site with a series of artworks until construction begins. The next opportunity for community input is on Saturday, May 30, 2026, as part of a Riverwalk Inauguration event highlighting the finalists from the artist call.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The funding for this request is coming from the Ramsey County Regional Railroad Authority tax levy fund balance. Adequate fund balance is available to accommodate this request. The requested amount of \$350,000 will be budgeted utilizing the existing Riverfront Redevelopment project ID but will remain in the RCRRA capital projects fund for tracking and reporting purposes.

Last Previous Action

None

Attachments

1. UP Preliminary Engineering Services Agreement
2. CPKC Service Agreement

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Estimate: \$200,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track, right of way, or operations at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement and any federal regulations.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. After completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless of whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad. Approval of any design submittal shall not be construed as consent to the acquisition (or conveyance) of any property interest, nor shall it be interpreted as a representation that any such acquisition (or conveyance) would be compatible with or non-interfering with Union Pacific's current and future railroad operations.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY**

**UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation**

By:

Rafael Ortega - Chair

Signature

Approval Recommended:

Chris Keckeisen

Printed Name

By: Michael Rogers

Michael Rogers (May 13, 2026 15:08:43 CDT)

Michael Rogers - Deputy Director of Public Works -
Multimodal Planning

Manager I, Industry & Public Projects

Title

Approved as to From:

By: Larry S. Schwahn

Larry S. Schwahn (May 13, 2026 15:33:06 CDT)

Assistant County Attorney

Exhibit A

Project Description and Location

Project Description

Ramsey County Regional Railroad Authority proposes a 'Lid' structure over UPRR and CPKC near the location referenced below.

Location

Merriam Park (CP)

DOT	Crossing Type	Milepost	Street Name
924263S	Public	410.74	Rivers Edge Development

Exhibit B

Scope of Project Services

Scope of work may include, but is not limited to the following:

- Field diagnostic(s) and inspections
- Review of construction documents (plans, specifications, etc.)
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Grade crossing inventory updates
- Meetings and travel
- Construction observation

Exhibit C Billing Contact Information

Name	Claudia Klinkhammer
Title	Redevelopment Manager
Address	15 W. Kellogg Boulevard, County Manager Suite 250, Saint Paul, MN 55401
Work Phone	(651) 440-2889
Cell Phone	
Email	Claudia.Klinkhammer@RamseyCountyMN.gov
Agency Project No.	

SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between Ramsey County Regional Railroad Authority (“Ramsey County”) and SOO LINE RAILROAD COMPANY, doing business as CPKC (“CPKC”), and is effective as of the date this Agreement is executed by both parties.

WITNESSETH:

WHEREAS, RAMSEY COUNTY is involved in activities to develop the RiversEdge project adjacent to the CPKC Merriam Park Subdivision at milepost 410.6 in St. Paul, Minnesota; and

WHEREAS, RAMSEY COUNTY is conducting preliminary engineering for the RiversEdge development (the “Project”), which Project may include extending a structure over the railroad right of way as shown in attached **Exhibit A**; and

WHEREAS, the freight railroad operating property and freight rail operations of CPKC may be impacted by the Project, whether or not RAMSEY COUNTY extends a structure over the railroad; and

WHEREAS, in order to be able to conduct its preliminary engineering, RAMSEY COUNTY needs input from CPKC concerning CPKC’s existing improvements and operations and CPKC’s requirements for any construction within CPKC’s Right-of-Way (as hereinafter defined); and

WHEREAS, CPKC is willing to cooperate with RAMSEY COUNTY’s preliminary engineering work, by providing to Ramsey County the CPKC Services (as hereinafter defined), provided: (a) CPKC is reimbursed for such services and RAMSEY COUNTY is agreeable to proceeding on that basis; and (b) such cooperation by CPKC is not construed as an agreement or commitment by CPKC of any kind to cooperate with further design efforts by RAMSEY COUNTY, approve a design for the Project that will encroach on the CPKC Right-of-Way, or allow any construction activity or temporary or permanent improvements within the CPKC Right-of-Way;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. The Parties shall perform the following services. The term “Services” means all services the Parties are required to provide under this Agreement for preliminary engineering of the Project. “RAMSEY COUNTY Services” are Services provided exclusively by RAMSEY COUNTY. “CPKC Services” are Services provided exclusively by CPKC. The Services specifically exclude the transfer of real property rights, construction, operation or maintenance in connection with implementation of the Project, or approval of or consent to any construction activities or improvements within the CPKC Right-of-Way. “CPKC Right-of-Way” means and includes all of CPKC’s subsurface, surface, and air space within CPKC’s railroad right-of-way in the project area shown on Exhibit A.

- (I) RAMSEY COUNTY SERVICES. RAMSEY COUNTY shall furnish or cause to be furnished, at its expense, all the Services required to perform and complete:
 - a. All required preliminary engineering for the Project, including incorporation of any preliminary engineering provided by CPKC as described in paragraph (II) below; and
 - b. Incidental Services necessary to complete the above-specified RAMSEY COUNTY Services.

- (II) CPKC SERVICES. CPKC shall furnish or cause to be furnished, at the request and expense of RAMSEY COUNTY, the following services for use by RAMSEY COUNTY in performing RAMSEY COUNTY's preliminary engineering (collectively, the "CPKC Services"):
 - a. CPKC minimum engineering design standards, criteria and requirements for freight rail infrastructure and other technical guidance relevant to the design of the Project as it may impact operations and improvements in the CPKC Right-of-Way (collectively, the "CPKC Design Criteria");
 - b. CPKC minimum construction standards, criteria and requirements relating to construction in the Right-of-Way, including structural, safety, and insurance requirements (collectively, the "CPKC Construction Criteria");
 - c. CPKC review of Ramsey County's preliminary engineering including review of structure plans and calculations prepared or provided by RAMSEY COUNTY;
 - d. Incidental Services, including supervisory and legal expenses, necessary to complete the items forth in subsections (a) – (c), above.

CPKC may perform the CPKC Services through the use of its own forces, CPKC's preferred service providers, or other providers selected or approved by CPKC in its sole discretion. All CPKC Services will be performed in accordance with CPKC standards. By providing the CPKC Services under this Agreement, CPKC shall not be deemed to have approved any final design or the Project or to have agreed to allow RAMSEY COUNTY to perform any work or install any improvements within the CPKC Right-of-Way.

Any approval by CPKC shall be construed only as acknowledgement that the subject of the approval conforms to CPKC Design Criteria or CPKC Construction Criteria, as applicable. Any such approval by CPKC shall not be construed as (a) approval of any preliminary design for the Project or consent to perform any work within the CPKC Right-of-Way or (b) certification by CPKC that the approved design conforms to applicable law or is suitable for RAMSEY COUNTY's purposes. CPKC shall not in any event assume responsibility for any design work performed by RAMSEY COUNTY or its consultants, or any construction work performed by RAMSEY COUNTY or its contractors and subcontractors.

The scope of the CPKC Services shall not be modified except by written amendment of this Agreement, which CPKC may accept or reject in CPKC's sole discretion.

SECTION 2. CPKC shall be entitled to reimbursement of the actual cost of CPKC Services, including any expenses reasonably incurred by CPKC in the course of providing the CPKC Services. At RAMSEY COUNTY's request, CPKC shall provide RAMSEY COUNTY

with estimates of the cost of all or any portion of the CPKC Services before incurring any costs for which CPKC will seek reimbursement, provided no such estimate shall be construed as a fixed price or guaranteed maximum price unless expressly stated in writing incorporated in an amendment to this Agreement before the CPKC Services are provided. CPKC shall invoice Ramsey County on a monthly basis. Each monthly invoice shall contain: (i) a detailed description of the CPKC Services that are the subject of such invoice and the charges therefor; and (ii) the total of all charges for CPKC Services provided under this Agreement as of the date of such invoice. Invoices shall be directed to Michael Rogers at Michael.rogers@ramseycountymn.gov.

SECTION 3. RAMSEY COUNTY may at any time in its sole discretion serve upon CPKC written notice of termination of this Agreement, in which event this Agreement shall terminate as of the date of receipt of notice, and neither party shall have any further obligation to the other, except (a) the confidentiality provisions of this Agreement shall survive termination and (b) RAMSEY COUNTY shall reimburse CPKC for all costs incurred by CPKC as of the date of termination and any costs incurred by CPKC after that date that were unavoidable, including without limitation costs of terminating any service agreement between CPKC and any consultant for services related to the Project.

SECTION 4. GENERAL PROVISIONS.

- (I) FORCE MAJEURE. The obligations of RAMSEY COUNTY and CPKC under this Agreement, other than payment, shall be subject to force majeure (which shall include strikes, riots, floods, accidents, Acts of God, and other causes or circumstances beyond the reasonable control of the Party claiming such force majeure as an excuse for non-performance), but only as long as, and to the extent that, such force majeure shall prevent performance of the obligations.
- (II) ASSIGNMENT. Neither RAMSEY COUNTY nor CPKC may assign or in any manner transfer either in whole or in part this Agreement or any right or privilege granted to it hereunder, nor permit any person or persons, company or companies to share in any such rights or privileges without the prior written consent of the Parties hereto. This Agreement shall be binding upon and inure to the benefit of, and shall be enforceable by, the Parties hereto and their respective successors and permitted assigns.
- (III) NOTICE. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered in person, by a scanned official letter and transmitted electronically or by express mail or courier, or certified or registered mail, return receipt requested, postage prepaid, to the persons specified herein as entitled to receive such notice, or to their duly authorized representative, unless notice of a change of address is given pursuant to the provisions of this Section. Notices shall be addressed as follows:

To CPKC:

Soo Line Railroad Company
Suite 500
Canadian Pacific Plaza

120 South 6th Street
Minneapolis, MN 55402
Attn: Daniel Sabatka

To RAMSEY COUNTY:

Ramsey County Regional Railroad Authority
250 Ramsey County Courthouse
15 West Kellogg Blvd.
Saint Paul, MN 55102

And to:

Ramsey County Public Works
Attn: Deputy Director Multimodal Planning
1425 Paul Kirkwold Drive
Arden Hills, MN 55112

Subject to proof of earlier delivery or receipt, any such notice, demand, request, consent or approval shall be conclusively deemed to have been given or made on the day upon which same is delivered or, if sent by prepaid registered mail, on the fifth business day following the date of mailing or, if transmitted by electronic means, on the second business day following acknowledged transmission, as the case may be. Any party may, at any time, give notice to the others of any change of address or electronic address.

- (III) WAIVER. No delay or omission on the part of a Party hereto in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
- (IV) NOT FOR THE BENEFIT OF OTHERS. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and their permitted assigns and not for the benefit of any other person.
- (VI) GOVERNING LAW. This Agreement shall be governed by and construed in accordance with Minnesota law. Minnesota law shall apply for all purposes, regardless of the venue for the dispute, including without limitation, jurisdiction, venue, conflicts of law, and choice of law.
- (VII) CONFIDENTIALITY. All books, manuals, drawings, computer software, other documentation and know-how provided or made available to RAMSEY COUNTY or its representatives by CPKC pursuant to this Agreement (“Confidential Information”) is confidential and proprietary, and shall remain the property of CPKC at all times. RAMSEY COUNTY is licensed to use such books, manuals, drawings, computer software and other documentation and

know-how as will be supplied to RAMSEY COUNTY solely as necessary for the RAMSEY COUNTY Services. RAMSEY COUNTY's right and its obligations hereunder shall be in force irrespective of whether such books, manuals, drawings, documents and computer software and know-how have been made by or are the property of CPKC itself or external consultants, or subcontractors. In no circumstances shall RAMSEY COUNTY use or permit others to use any of the books, manuals, drawings, computer software and other documentation or know-how provided pursuant to this Agreement for any purpose other than for the RAMSEY COUNTY Services. RAMSEY COUNTY shall not make copies of the Confidential Information or provide any Confidential Information to third Parties other than as required by law, or make any alterations in any Confidential Information without the prior written consent of CPKC. RAMSEY COUNTY has advised CPKC that it is subject to certain public disclosure requirements pursuant to applicable public records laws, including those governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. In the event that RAMSEY COUNTY receives a request for any Confidential Information, it shall promptly advise CPKC. The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

Limitations. In protecting confidential and proprietary information, a Party will use the same reasonable steps that it takes to protect its own confidential and proprietary information. The obligations set forth above in this Section will not apply to information that is or comes into the public domain through no violation of this or any other agreement; that was known to the party from sources other than activities pursuant to this Agreement; that is rightfully received from any third party who is under no contractual obligation to keep such information confidential; that is developed independently by the Party receiving the information without reference to such information, provided that it is developed by persons working for the party who have not had access to such information; or that a Party is required by a court of competent jurisdiction to disclose.

Exception. CPKC agrees that RAMSEY COUNTY may furnish a copy of this Agreement and any exhibits and attachments thereto to other parties, agencies or the federal government involved in financing on behalf of the Project.

- (VIII) AUDIT. Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, CPKC, upon written request, shall make available to RAMSEY COUNTY, the State Auditor or RAMSEY COUNTY'S ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of CPKC relating to this Agreement.
- (IX) COMPLIANCE WITH APPLICABLE LAW. CPKC agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the CPKC's performance of the provisions of this Agreement. It shall be the obligation of CPKC to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

(X) CONFLICT OF INTEREST. Each party affirms that, to the best of that party's knowledge, its involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Each party agrees that, should any conflict or potential conflict of interest become known to it, it will immediately notify the other party of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the other party whether it will or will not resign from the other engagement or representation.

(XI) CONTRACTOR CERTIFICATION REGARDING DEBARMENT.
As required by the Ramsey County Contract Compliance and Debarment Ordinance, and by 2 CFR part 2424, 24 CFR 5.105(b), and Executive Orders 12549 and 12689, CPKC certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, by any Federal department or agency, or the State of Minnesota or Ramsey County, from participation in the transaction described in this Agreement.

CPKC agrees that by submitting this certification, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by County.

CPKC agrees to provide a list of its contractors hired for the Project to County prior to any disbursement of funds under the Agreement and update when needed throughout the Project. (XI) TERM. This Agreement will expire on December 31, 2027, unless extended by mutual agreement of the parties or terminated earlier under the terms of this Agreement.

(XII) This Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officials as of the dates below indicated.

Executed this ___ day of _____, ____.

SOO LINE RAILROAD COMPANY,
dba CPKC

Attest:

By: _____

Executed this ___ day of _____, ____.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

By: _____

Rafael Ortega
Chair

Approval Recommended:

By: Michael Rogers
Michael Rogers (May 13, 2026 15:06:07 CDT)

Michael Rogers
Deputy Director of Public Works – Multimodal Planning

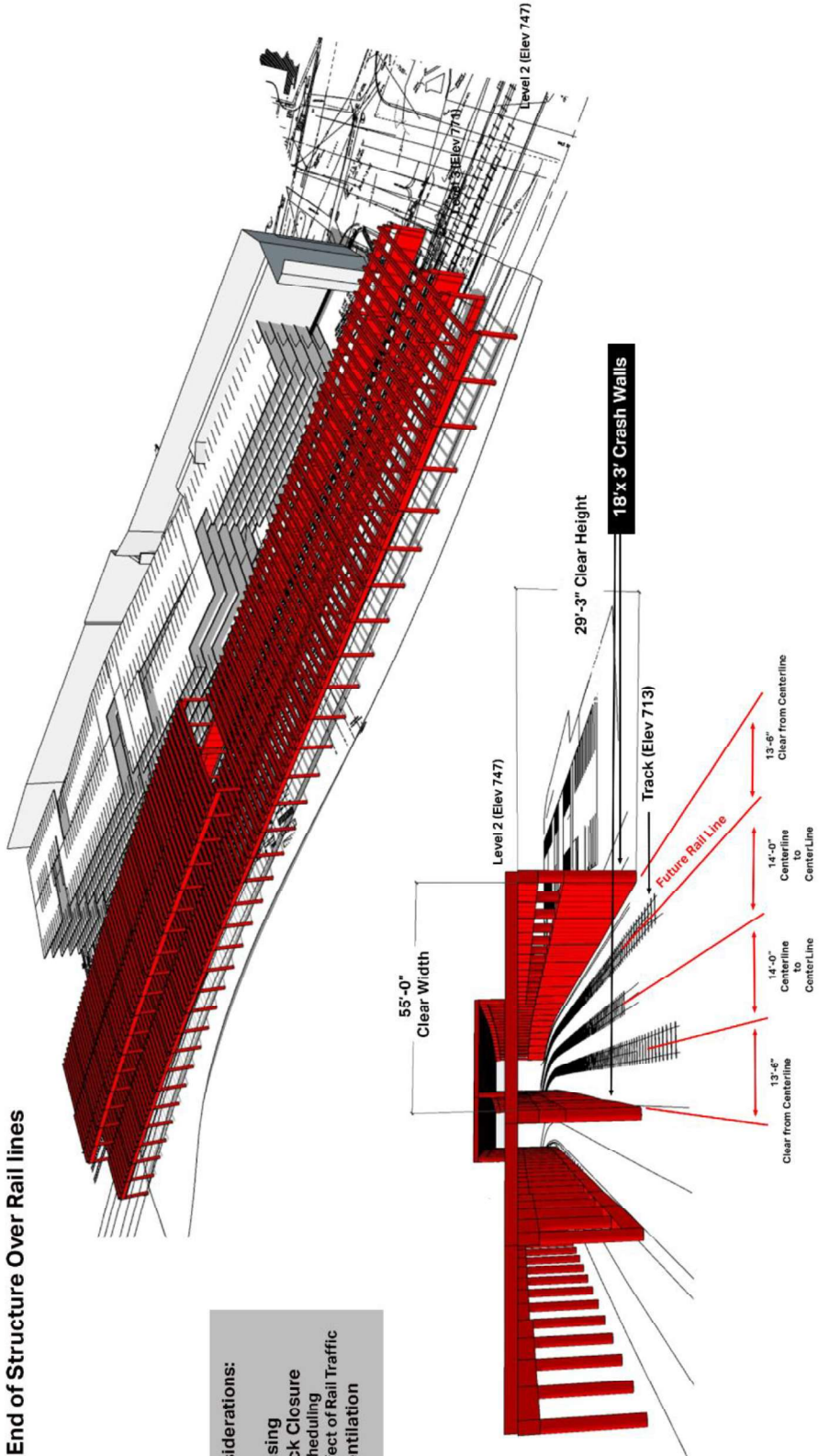
Approved as to form:

By: Larry S. Schwahn
Larry S. Schwahn (May 13, 2026 15:32:06 CDT)

Assistant County Attorney

Exhibit A

East End of Structure Over Rail lines



- Considerations:
- Phasing
 - Track Closure Scheduling
 - Effect of Rail Traffic
 - Ventilation

St. Paul RiversEdge: Lid Structural Concept for Railroad Discussion Purposes Only
 3 May 2019

