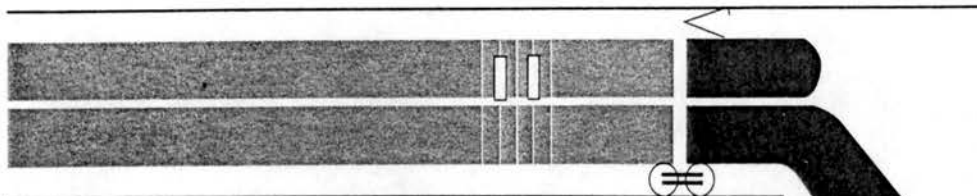




Ramsey County Regional Railroad Authority.
Records.

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Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

AGENDA

Regional Railroad Authority Meeting

April 6, 2004

Immediately following County Board meeting

Third Floor Council Chambers Courthouse

1. * Approve minutes from March 16, 2004 RCRRA meeting
 2. * 1) Authorize Chair of the RCRRA to execute the cost sharing agreement for the Red Rock Corridor Alternatives Analysis/Scoping Study subject to approval by Washington, Hennepin and Dakota County Regional Railroad Authorities; and 2) Authorize \$48,750 for RCRRA's share of the Red Rock Corridor Alternatives Analysis/Scoping Study
 3. * Authorize City of St. Paul to remove Bridge No. L8788 on RCRRA right of way
 4. * Legislative update
 5. Central Corridor update
 6. Union Depot update
- * Action is requested

Meeting Minutes

RAMSEY COUNTY RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on March 16, 2004, in Council Chambers, Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega
Commissioner McDonough
Commissioner Victoria Reinhardt
Commissioner Haigh
Commissioner Jan Wiessner
Commissioner Tony Bennett
Commissioner Rettman

OTHERS PRESENT: Kathy DeSpiegelaere, David McMillan, Julie Kleinschmidt,
Kris Longhenry

Chair Ortega called the meeting to order at 10:40 am.

1. Approve minutes from February 24, 2004 RCRRA Meeting

A motion was made by Commissioner Bennett, seconded by Commissioner McDonough to approve minutes from the February 24, 2004 RCRRA meeting.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

2. 1) Authorize staff to apply for the federal grant for the Union Depot to the Federal Transit Administration (FTA); 2) Authorize staff to work with the FTA to resolve the specific work plan for the funding that will continue the implementation of the Union Depot as a multi-modal transit hub for the east metro region; and 3) Match the federal funding with a 20% contribution (approximately \$187, 500)

A motion was made by Commissioner Bennett, seconded by Commissioner McDonough to 1) Authorize staff to apply for the federal grant for the Union Depot to the Federal Transit Administration (FTA); 2) Authorize staff to work with the FTA to resolve the specific work plan for the funding that will continue the implementation of the Union Depot as a multi-modal transit hub for the east metro region; and 3) Match the federal funding with a 20% contribution (approximately \$187, 500).

Roll call vote was taken: Commissioner Rettman voted no.

Ayes – 6, Nays – 1
Motion accepted.

WHEREAS, Residents and policymakers in the Twin Cities metropolitan area have recognized that, although congestion is increasing at a dramatic rate, roadway capacity sufficient to meet transportation needs cannot be built; and

WHEREAS, Several studies have demonstrated broad public support in the Twin Cities for aggressive and diverse solutions to congestion, including a mix of buses, commuter rail, light rail and high speed rail; and

WHEREAS, Rail transit, when combined with supportive public policies, is a catalyst for development along rail lines, enhances the tax base of the cities where it is located, and acts as an economic stimulus, as has been demonstrated in case studies of cities throughout the United States; and

WHEREAS, Major transit projects can help fulfill the vision of a vibrant, pedestrian friendly urban area that meets the diverse needs of those who rely on transit and those who have a choice about means of transportation; and

WHEREAS, Transit studies in this metropolitan region have consistently demonstrated the strong viability of transit corridors in the east metropolitan area of the Twin Cities, including those in Ramsey County; and

WHEREAS, A downtown St. Paul transit, transportation and rail center, through connections of various transit modes in the region, could become a major transportation center for the east metropolitan area, and

WHEREAS, Ramsey County Regional Railroad Authority completed a Phase I report which assessed alternative locations for a multimodal transit hub in Downtown St. Paul that would serve intercity bus, local bus and passenger rail, including Amtrak, light rail, commuter rail and high speed rail; and

WHEREAS, Historic Union Depot is the location recommended for the multimodal transit hub per Resolution No. R03-02; and

WHEREAS, Ramsey County Regional Railroad Authority completed a Phase II report which assessed the phasing, cost and land requirements of Union Depot implementation as a multimodal transit hub in 2003 that was accepted per Resolution No. R03-66, and

WHEREAS, Congress has appropriated approximately \$750,000 in federal fiscal year 2004 funds for preliminary work on Union Depot; Now, Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its staff to apply for the federal grant for Union Depot to the Federal Transit Administration; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its staff to work with the Federal Transit Administration to resolve the specific work plan for the

funding that will continue the implementation of Union Depot as the multimodal transit hub for the east metro region; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority (RCRRA) agrees to match the federal funding with a 20% contribution (approximately \$187,500).

3. Project Update

Kathy DeSpiegelaere noted the Union Station information from the documentation packet and commented that meetings were held with Amtrak's Intergovernmental Relations staff and the property management organization of the Union Station that she and other Commissioners attended in Washington, D.C.

Commissioner Reinhardt discussed her attendance at the meetings in Washington, D.C. and commented that they were an interesting series of meetings. She stated that they went to Union Station and found out how it came together as far as public/private partnership. She commented that Greyhound buses are not located there, but connect to the system. She noted that discussions on retail space, renovations and it being a historical site strike common ground with RCRRA working on the Union Depot. She also referred to the meeting with senior staff at Amtrak where they talked a great deal about high-speed rail.

Chair Ortega stated that Amtrak's Director of Intergovernmental Affairs may be coming here this summer and would like to arrange a meeting with all of RCRRA. He also commented that the managers/developers of the Union Station are also the managers of the Grand Central Station in New York and is looking at exploring the possibility of the RCRRA to have a discussion with them. He added that the meeting could take place in conjunction with another meeting or conference.

Commissioner Wiessner asked how the restoration of the Union Station was done without congressional funds. Chair Ortega stated that for the renovation, \$76 million came from Amtrak and \$42 million came from private sources, which included a 99-year lease.

Commissioner McDonough noted that he worked on Union Station in 1987 and the building was in poor condition before the renovation. Commissioner Reinhardt added that they were told that trying to restore the historical nature of the building and doing it safely was very difficult because structurally, the building was in such poor condition.

Commissioner Reinhardt stated that at the Amtrak meeting it was told that the new CEO, David Gunn, is trying to turn things around and strongly believes that if there isn't a capital program in place, the trains will not be able to run. She commented that she also learned that since Amtrak was created in 1971, Congress has never had a policy on Amtrak. She noted that they must request their funding on an annual basis and that is why Amtrak has struggled so much. She added that President Bush would like operational funds for Amtrak to come from the states that it operates in, which would piece-meal it more.

Commissioner Reinhardt commented that staff did an excellent job in setting the meetings up and she learned a lot. Kathy DeSpiegelaere responded that Lockridge Grindal and Nauen made the meeting arrangements.

4. Legislative Update

This item was discussed at the earlier County Board meeting.

Meeting adjourned at 10:50 a.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

3/23/04
Date

Board Action Requested

1) Authorize Chair of the RCRRA to execute the cost sharing agreement for the Red Rock Corridor Alternatives Analysis/Scoping Study subject to approval by Washington, Hennepin and Dakota County Regional Railroad Authorities; and 2) Authorize \$48,750 for RCRRA's share of the Red Rock Corridor Alternatives Analysis/Scoping Study.

ACTION IS REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution
- 2) Memorandum from K. DeSpiegelaere dated 3/19/04
- 3) Cost sharing agreement

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

April 6, 2004

Board Date

Kristine A. Longhenry
Signature

March 30, 2004
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Corridor from Hastings to St. Paul/Minneapolis (Red Rock Corridor) is part of the Metropolitan Council's long term transitway plan; and

WHEREAS, The Red Rock Corridor Commuter Rail Feasibility Study was completed in 2001; and

WHEREAS, Federal funds (\$520,000) have been received for additional work on the Red Rock Corridor and these funds will be used to develop an Alternatives Analysis/Scoping Study; and

WHEREAS, The federal funds require matching funds (\$130,000) and the four regional railroad authorities included in the Red Rock Corridor have agreed to fund the local share of costs; and

WHEREAS, Ramsey County Regional Railroad Authority has agreed to fund \$48,750 of the matching funds for the study; Now, Therefore Be It

RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute the cost sharing agreement for the Red Rock Corridor Alternatives Analysis/Scoping Study subject to approval by Washington, Hennepin and Dakota County Regional Railroad Authorities; and Be It Further

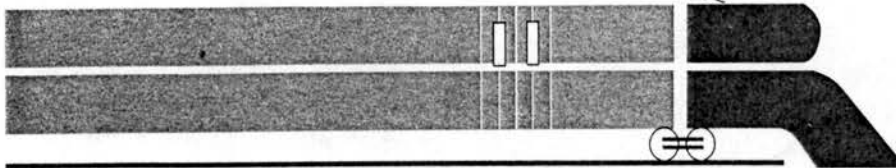
RESOLVED, That Ramsey County Regional Railroad Authority's funding for the cost sharing agreement will be provided in accordance with the agreement, upon approval of the cost sharing agreement by Washington, Hennepin and Dakota County Regional Railroad Authorities.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

Memorandum

To: Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager

From: Kathryn DeSpiegelaere, Director *RD*

Subject: Red Rock Corridor Cost Sharing Agreement

Date: March 19, 2004

A resolution is attached which authorizes the chair of Ramsey County Regional Railroad Authority to execute a cost sharing agreement between the Ramsey, Washington, Hennepin and Dakota County Regional Railroad Authorities for the purposes of conducting an Alternatives Analysis/Scoping Study at a cost of \$650,000 (80% federal; 20% railroad authority funding) for the Red Rock Corridor from Hastings to Minneapolis.

In 1998, the Minnesota Department of Transportation (Mn/DOT) conducted its Commuter Rail Study, Phase II, which identified the need for further study of commuter rail capabilities between Hastings and St. Paul (Red Rock Corridor). In 1998, the Legislature appropriated \$500,000 for further study of the corridor. The subsequent corridor study was conducted by the Red Rock Corridor Commission, a joint powers board established 1999 consisting of counties and cities within the corridor. Under the existing agreement, Ramsey is responsible for 40% of the local share of costs, Washington has a 40% share and Dakota a 20% share. The existing joint powers agreement does not include a funding obligation for Hennepin County or for the towns and cities along the corridor.

During the corridor study conducted by the Commission, the Red Rock Corridor Commuter Rail Feasibility Study recommended that future corridor study include consideration of the northern corridor terminus located in Minneapolis. The Commission and Mn/DOT accepted this recommendation.

The Commission directed staff from the four participating rail authorities to prepare a revised joint powers agreement, which includes Hennepin County Regional Railroad Authority as a financial participant for future study phases and includes Minneapolis and

St. Paul as parties to the agreement. The University of Minnesota will also be added as a joint powers board member. Approving the amended joint powers agreement will require action by all members bodies, and will, therefore, take several months to complete. Therefore, in order to proceed promptly with the next phase of study, the Commission directed staff to develop a cost sharing agreement that will include Hennepin County as a financial contributor until the amended joint powers agreement is in place. A copy of the cost sharing agreement is attached.

The cost sharing agreement outlines the funding shares for the Alternatives Analysis/Scoping Study. Ramsey's share of the \$650,000 study is 37.5% of the local cost, or \$48,750 for this study. The study will be managed by Washington County Regional Railroad Authority, with participation from the other three counties.

In March or April, each of the four county Regional Railroad Authorities will consider approval of the cost sharing agreement.

In May, the Red Rock Corridor Commission will select a consultant to complete the Alternatives Analysis/Scoping Study.

In June, the parties to the joint powers agreement will begin the process of approving the revised agreement.

Recommendation:

Consider the resolution, which authorizes the chair to execute the cost sharing agreement and provides \$48,750 for Ramsey County Regional Railroad Authority's share of the Red Rock Corridor Alternatives Analysis/Scoping Study.

**COST SHARING AGREEMENT No.
BETWEEN
THE DAKOTA COUNTY REGIONAL RAILROAD AUTHORITY
AND
THE WASHINGTON COUNTY REGIONAL RAILROAD AUTHORITY
AND
THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
AND
THE HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY**

Red Rock Corridor Alternatives Analysis-Scoping Study

THIS COST SHARING AGREEMENT ("Agreement") is made and entered into by and amongst the Dakota County Regional Railroad Authority ("DCRRA"), Washington County Regional Railroad Authority ("WCRRA"), Ramsey County Regional Railroad Authority ("RCRRA"), and the Hennepin County Regional Railroad Authority ("HCRRA"), all public corporations and political subdivisions of the State of Minnesota.

WHEREAS, The Red Rock Corridor, from Hastings through St. Paul to Minneapolis was identified in the Minnesota Department of Transportation's Commuter Rail System Plan and on the Metropolitan Council's Transitways 2025 map as a commuter rail corridor; and,

WHEREAS, the parties are members of a joint powers authority duly organized and authorized in March 1999 under the laws of the State of Minnesota known as the Red Rock Corridor Commission; and

WHEREAS, The Red Rock Corridor Commuter Rail Feasibility Study (Study) was completed in 2001; and

WHEREAS, the Study recommended that commuter rail in the corridor be advanced to the next phase of study; and,

WHEREAS, This next phase of study is to conduct an Alternatives Analysis-Scoping Study; and,

WHEREAS, completion of the Alternatives Analysis-Scoping Study furthers the purposes of the Red Rock Corridor Commission, and the parties desire to provide local funding for the Alternatives Analysis-Scoping Study; and,

WHEREAS, Federal funds, as part of the Twin Cities Transitways Grants, have been allocated for the completion of an Alternatives Analysis-Scoping Study in the Red Rock Corridor; and,

WHEREAS, These federal funds will fund eighty percent (80%) of the Alternatives Analysis-Scoping Study costs, or \$520,000; and

WHEREAS, It is in the public interest for the DCRRA, WCRRA, RCRRA, and HCRRA to work cooperatively to study mobility options for the impacts of various land use/transit scenarios in the Red Rock Corridor study area; and,

WHEREAS, The WCRRA, DCRRA, RCRRA, and HCRRA wish to enter in to an agreement for consulting service for the completion of the Alternatives Analysis-Scoping Study for an amount not-to-exceed \$650,000, upon completion of the Alternatives Analysis-Scoping Study; and,

WHEREAS, The WCRRA, DCRRA, RCRRA, and HCRRA wish to designate the WCRRA the fiscal agent for the parties to this agreement; and

WHEREAS, The DCRRA, WCRRA, RCRRA, and HCRRA agree to fund the twenty percent (20%) nonfederal portion of the Alternatives Analysis-Scoping Study cost, or \$130,000 as follows:

The DCRRA shall fund ten percent (10%), the WCRRA shall fund thirty five percent (35%), the RCRRA shall fund thirty seven and a half percent (37.5%) and the HCRRA shall fund seventeen and a half percent (17.5%) of the \$130,000 in nonfederal funds.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, the DCRRA, WCRRA, RCRRA and HCRRA agree as follows:

A. Alternatives Analysis-Scoping Study Cost Sharing and Payment

1. The WCRRA shall act as fiscal agent for the parties to this agreement and is authorized by the parties to enter into a grant agreement with the Minnesota Department of Transportation on their behalf.
2. Pursuant to its authority herein and consistent with the federal grant the WCRRA will enter into an agreement for consulting services for the completion of the Alternatives Analysis-Scoping Study for an amount not-to-exceed \$650,000.
3. The DCRRA shall pay ten percent of the total nonfederal study cost, not to exceed \$13,000, of the cost of consulting services incurred to complete the Alternatives Analysis-Scoping Study. The WCRRA shall pay thirty five percent of the total nonfederal Alternatives Analysis-Scoping Study cost, not to exceed \$45,500, of the cost of consulting services incurred to complete the Alternatives Analysis-Scoping Study. The RCRRA shall pay thirty seven and a half percent of the total nonfederal study costs, not to exceed \$48,750, of the cost of consulting services incurred to complete the Alternatives Analysis-Scoping Study. The HCRRA shall pay seventeen and a half percent of the total nonfederal study costs, not to exceed \$22,750, of the cost of consulting services incurred to complete the Alternatives Analysis-Scoping Study. A copy of the WCRRA's original agreement for consulting services and the WCRRA's grant agreement with the Minnesota Department of Transportation will be provided to all signatories of this document. The total cost of services provided by the Consultant to complete the Alternatives Analysis-Scoping Study shall be \$650,000 and the DCRRA, WCRRA, RCRRA, and HCRRA's total share of the \$650,000 shall be \$130,000 to be apportioned as set forth in this paragraph.
4. The parties through monthly invoices will pay their shares of the \$130,000. The WCRRA shall invoice the DCRRA, RCRRA, HCRRA, and itself an amount equal to their agreed participation level (percentage) for the Consultant work billed to the WCRRA on a monthly basis. Payments shall be submitted to the attention of:

Mr. Michael Rogers, Transportation Planner, Washington County Regional Railroad Authority, 11660 Myeron Road North, Stillwater, Minnesota 55082.

5. If for any reason total cost to the parties appears that it will exceed the \$130,000 set forth in paragraph A.3., the parties shall meet to renegotiate this agreement. No renegotiated agreement shall be effective until approved by the governing bodies of all signatories to this agreement.
6. The Consultant shall send to the WCRRA's designated representative reasonably detailed written invoices showing the total consultant services costs accrued for each billing period. The WCRRA, upon request, shall provide a copy of all submitted invoices to the DCRRA's, RCRRA's and the HCRRA's designated representative. Invoices will be paid by the WCRRA from the payments collected pursuant to paragraph 4 above.

B. Washington County Regional Railroad Authority, Dakota County Regional Railroad Authority, Ramsey County Regional Railroad Authority, and Hennepin County Regional Railroad Authority Rights and Obligations

1. The Consultant shall prepare a draft of the work plan for the Alternatives Analysis-Scoping Study, which will be submitted, to the staff representatives of the DCRRA, WCRRA, RCRRA and the HCRRA for review prior to approval. The DCRRA, WCRRA, RCRRA, and HCRRA staff representatives shall meet and confer with, if necessary, to discuss proposed changes, modification, or additions to the work plan. An agreed to work plan is attached to this Agreement.
2. The WCRRA project manager in consultation with DCRRA, RCRRA, HCRRA staff shall have the right to direct and control, the work activities of the Consultant as it pertains to the study.
2. The DCRRA, WCRRA, RCRRA, and HCRRA designated contact must consent, in writing, to any assignment or subcontracting by the Consultant.

As the fiscal agent, the WCRRA shall not enter into any contract; amendment there to or make any other agreement with the Consultant related to this study until such amendment or agreement until it has been reviewed and approved by the other parties to this Agreement.

C. Work Products, Reports and Documents

The WCRRA shall give notice to the DCRRA, RCRRA, and HCRRA whenever the WCRRA is to receive analyses or briefings from the Consultant. Upon request from any of the parties, the WCRRA will provide the requestor copies of any written materials, work products, report or documents, which are provided to the WCRRA under the WCRRA's agreement for consulting services. The WCRRA, DCRRA, RCRRA, and HCRRA may use, copy and distribute without restriction any materials, work products, reports and documents emanating from the Consultant's work.

D. Authorized Contact Persons For The Parties

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1. Katie Walker, Principal Planning Analyst, Hennepin County Department of Housing, Community Works and Transit, 417 North Fifth Street, Suite 320, Minneapolis, Minnesota 55401, (612) 348-2190, is the HCRRA's designated contact person for ongoing contact with the HCRRA regarding the Red Rock Corridor Alternatives Analysis-Scoping Study, which is the subject of this Agreement.
2. Alicia Vap, Transportation Planner, Ramsey County Regional Railroad Authority, 50 West Kellogg Blvd., Suite 665, St. Paul, Minnesota 55102, (651) 266-2773, is the RCRRA's designated contact person for ongoing contact with the RCRRA regarding the Red Rock Corridor Alternatives Analysis-Scoping Study, which is the subject of this Agreement. Alicia Vap is the RCRRA's designated contact person for ongoing contact with the RCRRA regarding the Red Rock Corridor Alternatives Analysis-Scoping Study, which is the subject of this agreement.
3. Scott Peters, Senior Planner, Dakota County Regional Railroad Authority, 14955 Galaxie Avenue, Apple Valley, Minnesota 55124, (952) 891-7031, is the DCRRA's designated contact person for ongoing contact with the DCRRA regarding the Red Rock Corridor Alternatives Analysis-Scoping Study, which is the subject of this Agreement.
4. Michael Rogers, Transportation Planner, Washington County Regional Railroad Authority, 11660 Myeron Road North, Stillwater, Minnesota 55082, (651) 430-4338, is the WCRRA's designated contact person for ongoing contact with the WCRRA regarding the Red Rock Corridor Alternatives Analysis-Scoping Study, which is the subject of this Agreement. Michael Rogers is the project manager for the Alternatives Analysis-Scoping Study, will communicate directly with the studies Consultant(s), and be the designated contact for questions and concerns regarding billing and payment of the contract.

E. Conflicts of Interest

The WCRRA shall inform the Consultant about this agreement and the DCRRA, RCRRA, and HCRRA funding provided under this Agreement. Prior to executing any agreement, the Consultant shall discuss with the WCRRA, DCRRA, RCRRA, and HCRRA any current or new client obligations of the firm, which may directly conflict with the firm's ongoing work under its agreement for consulting services with the WCRRA.

F. Amendments

This agreement may be amended by unanimous agreement of the parties as evidenced by resolutions adopted by the respective governing bodies.

G. Audits and Record keeping

1. The WCRRA shall maintain for at least three (3) years all books, record, documents and other evidence directly related to the performance of this Agreement in accordance with generally accepted accounting principals and

- practices of governmental entities. Upon request and reasonable notice, the WCRRA shall permit the DCRRA, RCRRA, and HCRRA to examine and copy the books, records, documents and other evidence maintained by the WCRRA.
2. The DCRRA, RCRRA, and HCRRA and its agents shall have the right of access to and audit of the Consultant's work and records prior to final payment.

H. Effective Date/Termination Date

This Agreement is effective on the date all parties' authorized representative have signed this Agreement. Notwithstanding the date of the signatures of the parties to this Agreement this Agreement shall cover consulting costs incurred by the WCRRA on or after April 1, 2004 pursuant to the WCRRA's agreement for consulting services. This Agreement shall terminate on (48 months from approval date), unless earlier terminated or canceled or extended by mutual agreement of the WCRRA, DCRRA, RCRRA and the HCRRA.

I. Governing Law

This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Venue shall be in the state courts of Minnesota.

J. Merger

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations or stipulations, either oral or writing not herein contained.

K. No Third Party Rights

DCRRA, RCRRA, and HCRRA shall have no obligations other than to provide funding as authorized and limited by this Agreement. This Agreement is not intended to and does not create third party beneficiary rights to the consultant or to any other entity that is not a party to this Agreement.

WASHINGTON COUNTY REGIONAL RAILROAD AUTHORITY BOARD APPROVAL

DCRRA, RCRRA, and HCRRA, having signed this agreement, and the Washington County Regional Railroad Authority's Board of Commissioners having duly approved this contract on the ____ day of _____, 2003, and pursuant to such approval, the proper WCRRA officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

Approved as to form and execution

WASHINGTON COUNTY REGIONAL
RAILROAD AUTHORITY
STATE OF MINNESOTA

Assistant County Attorney
Date: _____

By: _____
Chair of Its Board

Dakota County Regional Railroad Authority

Approved as to form and execution

By: _____
Chair of Its Board

Assistant County Attorney
Date: _____

Ramsey County Regional Railroad Authority

Approved as to form and execution

By: _____
Chair of Its Board

Phil Markle

Assistant County Attorney

And: *K. Kiedspiegel*

Director, Ramsey County
Regional Railroad Authority

Date: _____

Hennepin County Regional Railroad Authority

Approved as to form and execution

By: _____
Chair of Its Board

Assistant County Attorney
Date: _____

And: _____
Deputy/Executive Director, Hennepin
County Regional Railroad Authority

9

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kellie J. Gelsinger
Authorized Signature

3/29/04
Date

Board Action Requested

Authorize City of St. Paul to remove Bridge No. L8788 on RCRRA right of way.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Letter and illustrations from Don Ganje, City of St. Paul

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

April 6, 2004

Board Date

Kristine A. Longhenny
Signature

March 30, 2004
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, Ramsey County Regional Railroad Authority (RCRRA) right of way has been purchased for potential rail transit use; and

WHEREAS, St. Paul and Ramsey County Parks Departments have implemented trails on the right of way that either can coexist with rail transit or are an interim use where there is not sufficient space for them both; and

WHEREAS, The City of St. Paul has requested the authority to remove a bridge on the RCRRA right of way in the vicinity of Kellogg Boulevard; and

WHEREAS, The request to remove the bridge has been carefully reviewed; the bridge is not suitable for use for rail transit; and removal of the bridge will not affect the ability to preserve the right of way for potential rail transit use; Now, Therefore Be It

RESOLVED, That the City of St. Paul is given permission to remove bridge L8788 at its own expense.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



CITY OF SAINT PAUL

Randy C. Kelly, Mayor

300 City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102
www.ci.stpaul.mn.us/dept/parks

Telephone: 651-266-6400
Facsimile: 651-292-7405
TTY: 651-266-6378

March 19, 2004

Kathryn DeSpiegelaere, Director
Ramsey County Regional Rail Authority
665 Ramsey County Government Center West
50 West Kellogg Boulevard
Saint Paul, MN 55102

RE : Lower Phalen Creek Trail / RR Bridge Removal

Dear Kathy,

As a follow up to our recent telephone conversation regarding the above referenced project, I have attached some additional information describing the project location and scope. Exhibit 1A identifies the scope of the overall project. Exhibit 3A shows the portion of the trail that is on Ramsey County property including abandoned Bridge No. L8788, the bridge we would like to remove. The third drawing, Exhibit 4A is an enlargement of the area identifying the bridge to be removed.

The City of Saint Paul, Department of Public Works has requested that we remove this bridge as a requirement of their approval of the trail location along Fourth Street. This particular bridge has a center support in the middle of Fourth Street. Removing the bridge will allow removal of this support to ensure a safer driving condition and prevent people from accessing the bridge from above. The City of Saint Paul Parks and Recreation concurs that this bridge should be removed.

Please review the attached drawings and let me know if our request to remove this bridge is acceptable.

Sincerely,

Don Ganje ASLA
Supervisor Design and Construction

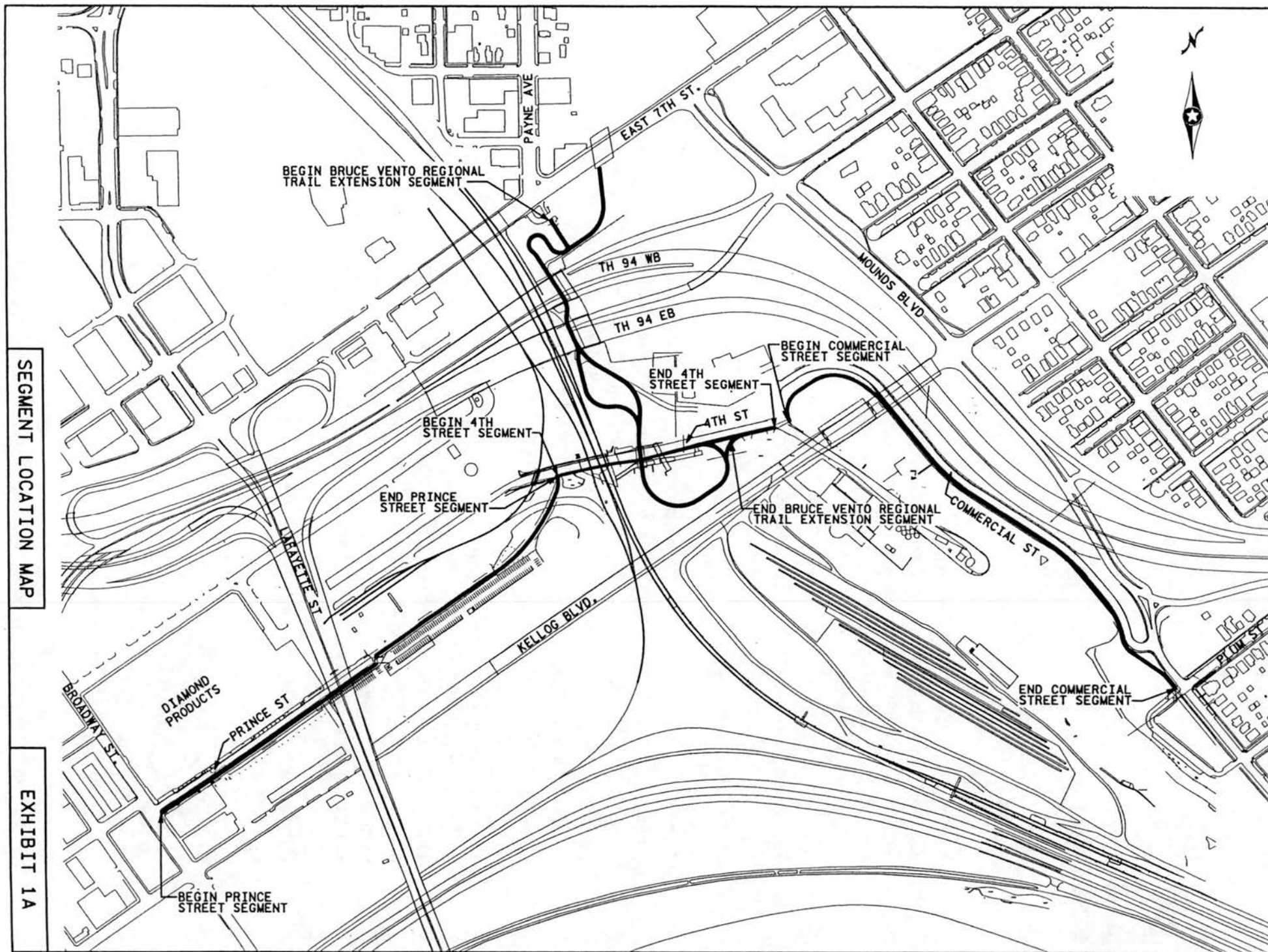
CC: Paul StMartin, Bret Farmer

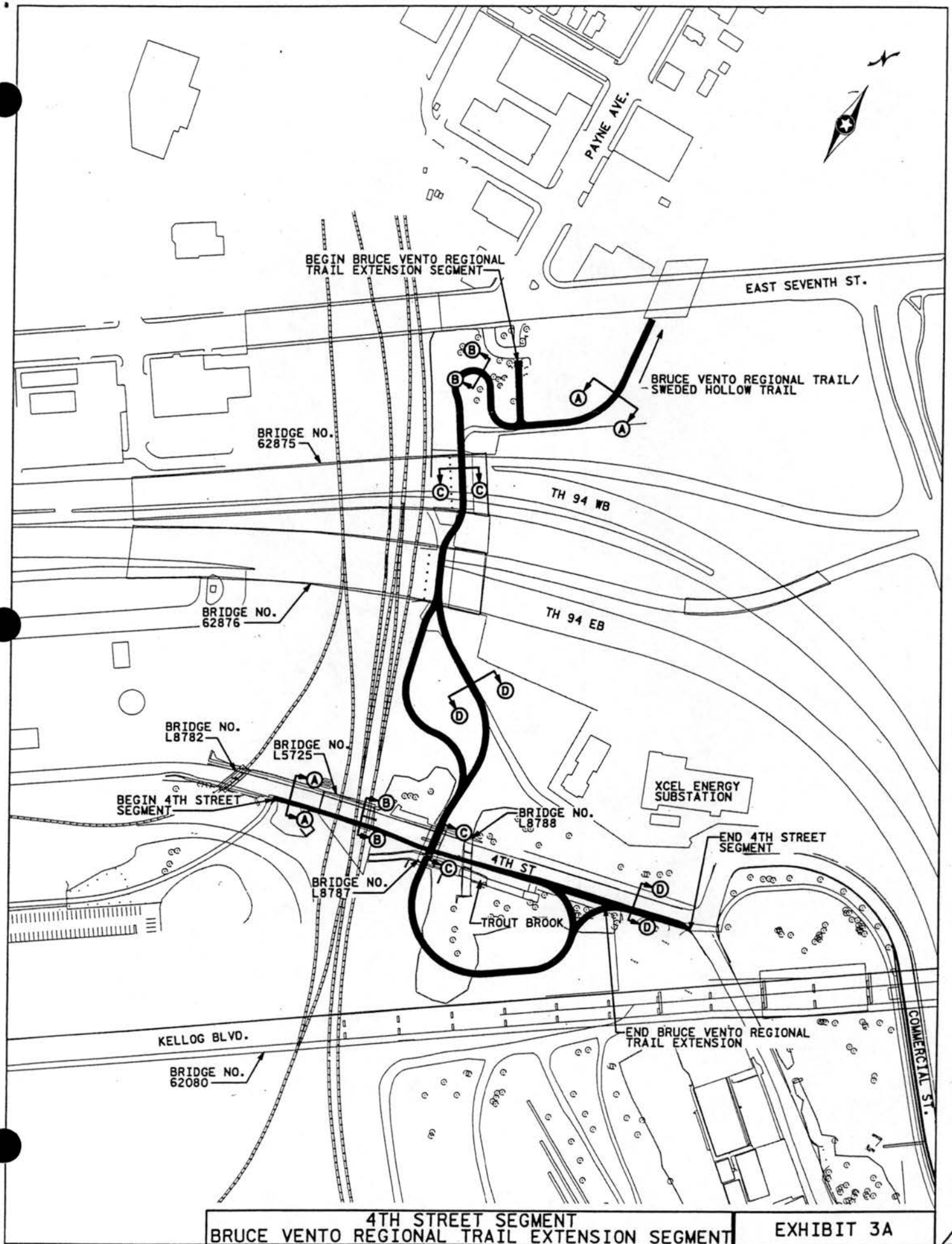
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AA-ADA-EEO Employer

SEGMENT LOCATION MAP

EXHIBIT 1A





4TH STREET SEGMENT
BRUCE VENTO REGIONAL TRAIL EXTENSION SEGMENT

EXHIBIT 3A

4

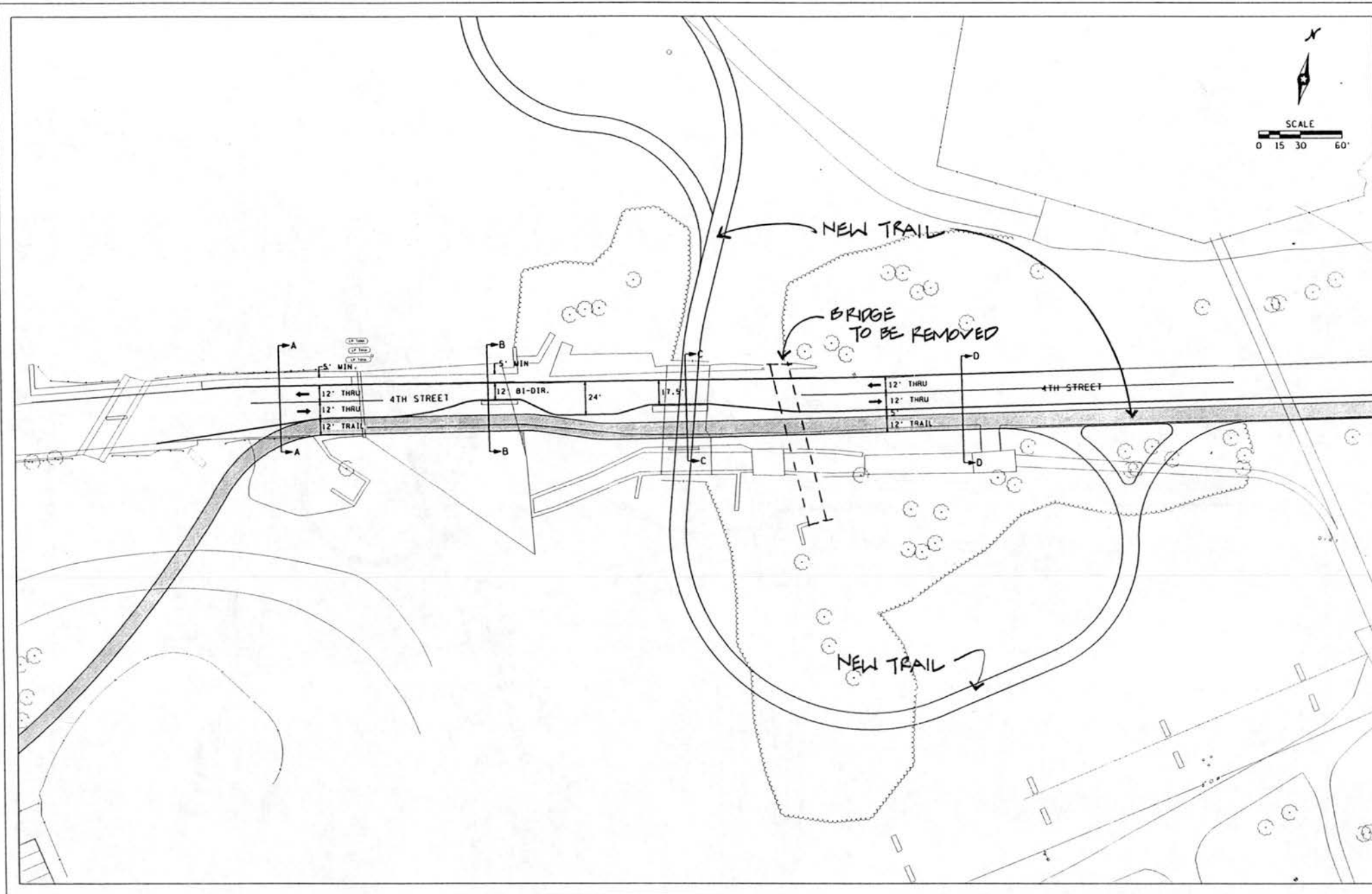


EXHIBIT 4A

57

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY
<u><i>[Signature]</i></u>
Authorized Signature
<u>3/23/04</u>
Date

Board Action Requested

Legislative update

ACTION MAY BE TAKEN

Request Justification

An update will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

April 6, 2004

Board Date

Kristine A. Longhenny

Signature

March 30, 2004

Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Wilhelmina
Authorized Signature

3/23/04
Date

Board Action Requested

Central Corridor update

DISCUSSION ONLY

Request Justification

An update will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

April 6, 2004

Board Date

Kristine A. Longhenev
Signature

March 30, 2004

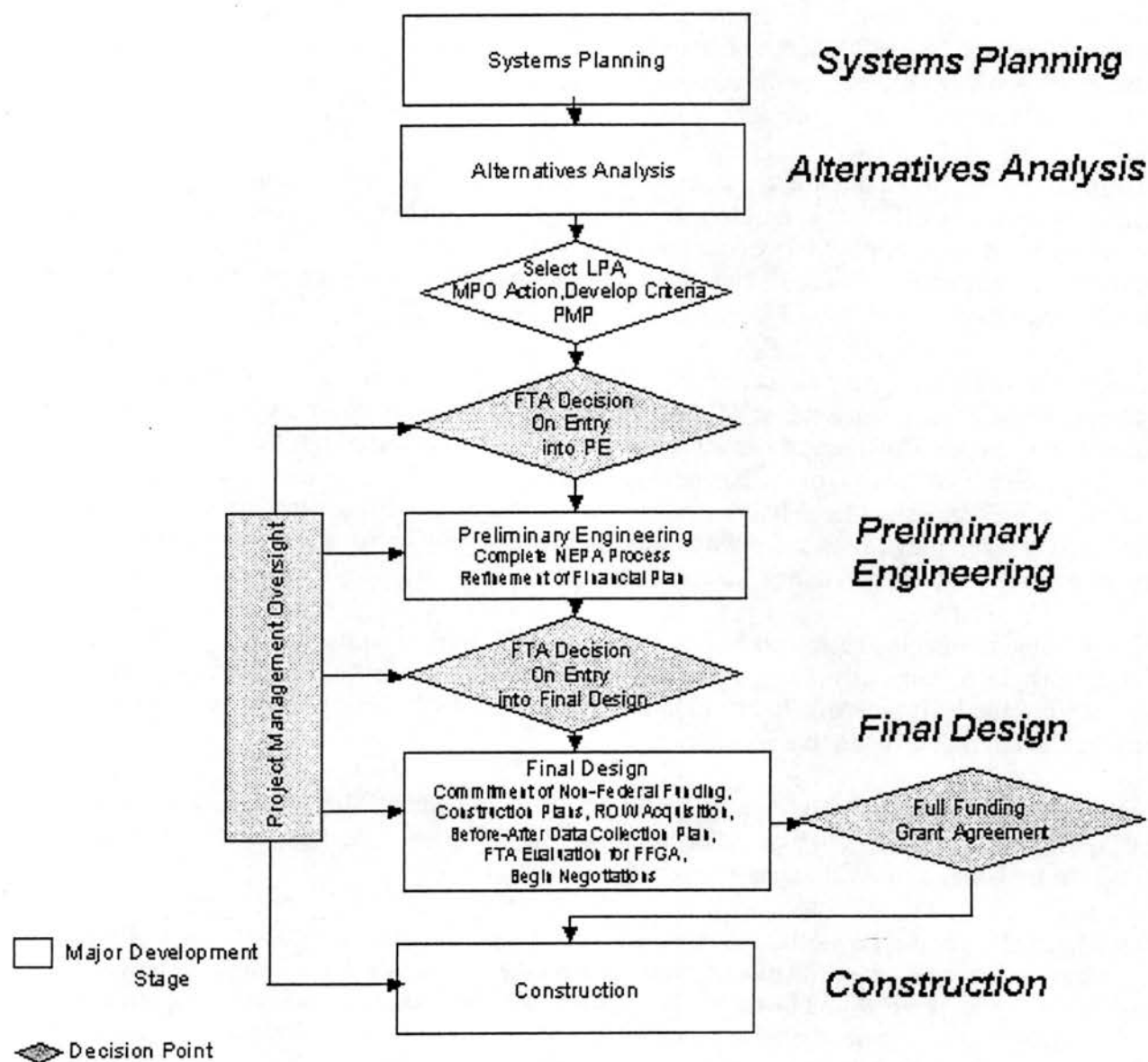
Date

Central Corridor Update April 2, 2004

The Central Corridor is currently at the project development stage depicted in the top diamond of the attached FTA flow chart. Components involved are shown in the following table. Changes since the last report are shown in **BOLD**.

Submit Draft AA/DEIS to FTA	Complete.
Phase I Cultural Resources Report	Draft received; 30 day SHPO review complete.
AA/DEIS submitted to FTA with Revisions	Revised AA/DEIS submitted to FTA on February 3 for their review. Comments expected by April 3, 2004.
FTA Approval of AA/DEIS for Hearings	Spring, 2004
AA/DEIS Released to Public	
Develop Project Management Plan	Draft Complete
Conduct Additional Design and Community Outreach Work	RFP's Issued. Recommendations to RCRRA on August 26, 2003. Contracts and grant agreements in negotiation. Federal grant approval announced September 19. Contracts approved and signed. Work is underway. Project Management Team being reactivated.
Conduct Phase II Cultural Resources Work	RFP Issued. Proposals for Phase II Cultural Resources work received. SHPO has requested some additional work. Authorization to negotiate a contract approved January 13, 2004. Negotiations with vendor started.
Public Hearings Held by Coordinating Committee	
Select Locally Preferred Alternative	
Submit New Starts Criteria to FTA	Met Council

TEA-21 New Starts Planning and Project Development Process



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Last update:

Editorial: Central Corridor/Transit line should stay alive

Published

It was good to see top business leaders standing on University Avenue last week, straddling the line between Minneapolis and St. Paul, to demonstrate the need for a higher-quality transit connection between the two downtowns. Cooperation seems rare these days between these rival places -- except on the prized Central Corridor project.

Linking downtown St. Paul, the State Capitol, the Midway District and the University of Minnesota to the new Hiawatha LRT line is a no-brainer. Adding these destinations to key stops on Hiawatha would knit together perhaps 300,000 jobs and, when bus and commuter-rail connections are included, a half-million households. Somewhere in that mix is a market for taking tens of thousands of cars off the roads each day.

""Congestion is having a very direct impact on the economy, on job creation and on our regional competitiveness,"" said Bob Senkler, CEO of Minnesota Life Insurance Co., who, along with Piper Jaffrey CEO Andrew Duff, heads a new Central Corridor Partnership committed to getting the line built. The emergence, finally, of the business community to push hard for a systematic transportation solution is a welcome sign. Legislators would do well to listen to business leaders on this issue. They're right when they say that a quality transit network would improve worker productivity, on-time shipments and the Twin Cities' competitive posture.

It's impossible to imagine such a network without a link between the downtowns. The ""unbuilt"" Central Corridor remains one of the nation's last best transit possibilities. Its ridership potential far exceeds Hiawatha's. If built as a light-rail line, it would transform bleak University Avenue into the lively boulevard it deserves to be.

Stakes are especially high for St. Paul. The capital city should not be a backwater on the regional transportation map. Its collection of colleges and its plan for a biotech campus in the Midway District cry out for far better east-west transit service.

What's needed is for the Legislature to include \$5.25 million in bonding authority for preliminary engineering. That would attract a federal match and hold Minnesota's place in line for federal funding. Losing its place would be tragic, in terms of delay and added cost -- and competing cities would benefit. ""It would be like giving Kevin Garnett to the Sacramento Kings,"" said Todd Klingel, president of the Minneapolis Regional Chamber of Commerce. ""They get better, we get worse.""

It's unfortunate that the governor overlooked the Central Corridor on his bonding list. House Speaker Steve Sviggum and Senate leaders should rectify that. Republican leaders across the country are building transit. ""This is an investment for a generation,"" said Charlotte, N.C., City Council Member Patrick Mumford, who recently helped launch a new 10-mile light-rail line, the first of five new transit corridors. ""We need to prepare today because it will never be a better time than today,"" he added.

3

That's the kind of farsighted leadership other Republicans have supplied in Salt Lake City, Phoenix, Houston, Dallas, Denver, San Diego and other places where second and third lines moved ahead even as starter lines were completed. Responsible politicians must rise above those who would make Hiawatha an orphan. One line doesn't make a system.

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The Business Journal (Minneapolis/St. Paul) - March 24, 2004
<http://twincities.bizjournals.com/twincities/stories/2004/03/22/daily27.html>

MINNEAPOLIS • ST. PAUL THE BUSINESS JOURNAL

LATEST NEWS

12:47 PM CST Wednesday

Businesses and chambers lobby for mass transit

Twin Cities business executives and local chambers of commerce are stepping up efforts to bring about a mass transit link between Minneapolis and St. Paul.

The Central Corridor Partnership on Wednesday unveiled a plan to lobby the community and the state legislature to allocate \$5.25 million to expand mass transit between the two downtowns through the Midway area.

The partnership was founded in January.

Bob Senkler, CEO of Minnesota Life, said in a statement the group sees mass transit as a business issue. "It is about strategically transporting people to fill businesses' needs." He added that traffic congestion has "a direct impact on the economy, on job creation and on our regional competitiveness."

The partnership is led by Senkler and co-chair Andrew Duff, CEO of Piper Jaffray Cos. Other leaders include: Rick Beeson, CEO of St. Anthony Park Bank; Larry Dowell, president of the Saint Paul Area Chamber of Commerce; and Todd Klingel, president and CEO of the Minneapolis Regional Chamber of Commerce.

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TwinCities.com

Posted on Thu, Mar. 25, 2004

ST. PAUL/MINNEAPOLIS: Midway transit link gets a push

BY JACK SULLIVAN
Pioneer Press

The leaders of the St. Paul and Minneapolis chambers of commerce on Wednesday threw support behind plans for faster mass transit along the Midway corridor that connects the two cities.

For an issue that was "not on its radar screen" a decade ago, the business community is increasingly aware of the need for transit, said Larry Dowell, president of the St. Paul Area Chamber of Commerce.

"It's crucial for business growth and business retention in the marketplace," Dowell said.

Regulators are weighing whether the Midway corridor would be best served by a rapid-transit bus route or a light-rail line. Also called the Central Corridor, the area stretches for 11 miles between downtown St. Paul and downtown Minneapolis, along University Avenue.

Proposals call for either the bus or light-rail line to be the main link between downtown St. Paul, the University of Minnesota and the Metrodome station of the Hiawatha light-rail line.

Dowell and Todd Klingel, president of the Minneapolis Regional Chamber of Commerce, joined a group of business people who are asking the state Legislature to approve \$5.25 million in bonding funds for early engineering work for whichever option is selected.

The state funds would trigger an equal share of federal funding for the work, Klingel said.

"If we don't claim the \$5.25 million that the federal government is offering us, it goes someplace else," Klingel said.

The money was not on a list of preferred bonding projects sent from the state House committee that oversees transportation financing to the committee that oversees borrowing, said Rep. Phil Krinkie, chairman of the second panel.

But Krinkie said funds could be added later in the legislative process. The Shoreview Republican is a leading critic of the Northstar commuter rail line, which would connect Minneapolis to cities to the northwest, and of the Hiawatha line, which will connect downtown Minneapolis to the Twin Cities airport and the Mall of America.

Krinkie pulled his punches when discussing the Midway project.

"If light rail was going to make sense, it probably would have made sense to put it in the University Avenue corridor," which sees some of the heaviest bus ridership in the Twin Cities, he said.

"Given my druthers, would I rather see funding for the central corridor ... than (for) building a commuter rail line to nowhere? Yes," Krinkie said.

Jack Sullivan can be reached at jsullivan@pioneerpress.com or 651-228-5558.

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Last update:

Business groups try to keep University Av. rail idea on track

Tony Kennedy

Star Tribune

Published 03/25/2004

Twin Cities business groups lit a flare Wednesday to warn against a possible setback for connecting downtown Minneapolis and downtown St. Paul via a University Avenue light-rail line.

To keep planning for the unfunded idea on track, the Legislature this year should approve \$5.25 million in bonding authority for more preliminary engineering, company executives and officials from several chambers of commerce said at a news conference in St. Paul.

Light rail in the central corridor is still a dream. But without a bonding appropriation this year, business leaders said, plans to link the two downtowns with improved mass transit could be sidelined for at least a year or two while federal transportation money goes to other projects across the country.

"It's bad business to take yourself out of line," said Bob Senkler, chief executive officer of Minnesota Life, based in St. Paul. "This is a critical time to keep us in the queue."

At this year's Legislature, possible light-rail transit between Minneapolis and St. Paul is immensely overshadowed by Gov. Tim Pawlenty's proposal for \$37.5 million in bonding money for the proposed North Star commuter rail line between Big Lake and Minneapolis.

While Pawlenty's spokeswoman, Leslie Kupchella, said Wednesday that the governor has not taken a stand on University Avenue mass transit, neither the governor nor the House Transportation Finance Committee currently includes it among their bonding priorities. In addition, Rep. Phil Krinkie, chairman of the House Capital Investment Committee, is strongly against the initiative. The bonding bill goes through Krinkie's committee.

"People's requests [for mass-transit money] have been sort of endless," said Krinkie, R-Shoreview. "Maybe we should be thinking about getting the buses running, then we can worry about building more trains."

Ramsey County Commissioner Sue Haigh and Rep. Alice Hausman of St. Paul said business backing gives them hope that the needed bonding money for University Avenue mass transit could be won this year despite obvious hurdles. If the effort fails this year, the next state bonding bill is two years away. Hausman said the Senate bonding bill is likely to include the \$5.25 million request, and she said there is still a chance support will come from House Speaker Steve Sviggum, R-Kenyon.

"I truly believe this can happen," said Hausman, a DFLer whose district lies in the central corridor. "The business community role is essential."

Senkler and others at Wednesday's news conference said the state bonding money, if approved, would be matched by \$5.25 million in federal money to cover engineering studies needed once the Met Council decides later this year whether to pursue light-rail transit or express-bus service for the central corridor. Seventy percent of the corridor lies in St. Paul.

Senkler and Rick Beeson, chief executive officer of St. Anthony Park Bank, said improved regional mass transit has become a top business priority in Minnesota. Not only would light-rail or express-bus service bring more housing and shoppers to the central corridor, but it would benefit all Minnesotans by relieving traffic congestion on adjacent Interstate Hwy. 94, they said.

"Ten years ago business didn't have transit on its radar," said Larry Dowell, president of the St. Paul Area Chamber of Commerce. "Today, transportation is one of our top issues."

Krinkie said claims that mass transit relieves freeway congestion are "nonsense."

He and other House Republicans will be lobbied by the Central Corridor Partnership, which formed in January as a private-public coalition of various chambers of commerce in the Twin Cities; organized labor; the University of Minnesota; Ramsey and Hennepin counties, and the cities of St. Paul and Minneapolis.

At Wednesday's Central Corridor Partnership news conference, Senkler and Dowell said the group doesn't have a funding solution for regional mass transit. But by this fall, they said, they hope to identify possible revenue streams. Senkler said the discussion is likely to include talk of a metrowide sales tax or increase in the gas tax.

Tony Kennedy is at tonyk@startribune.com

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

6

REGIONAL RAILROAD AUTHORITY

K. Longhenry
Authorized Signature

3/23/04
Date

Board Action Requested

Union Depot update.

DISCUSSION ONLY

Request Justification

An update will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

April 6, 2004

Board Date

Kristine A. Longhenry
Signature

March 30, 2004
Date

PRIVILEGED AND CONFIDENTIAL

MEMORANDUM

**TO: RAMSEY COUNTY
RAMSEY COUNTY REGIONAL RAIL AUTHORITY**

**FR: LOCKRIDGE GRINDAL NAUEN P.L.L.P.
Federal Relations Group
Dennis McGrann // Andrew Tantillo**

DT: APRIL 4, 2004

RE: TRANSPORTATION AUTHORIZATION UPDATE

On Friday April 2 the U.S. House of Representatives passed its version of the six-year transportation authorization bill, H.R. 3550, called TEA-LU (Transportation Equity Act: A Legacy for Users). We have prepared the following memorandum to bring you up to speed on these developments.

Issues in the Bill

TEA-LU was scheduled to pass Congress last year, but it has been held up due to several contentious issues. Chief among these is the matter of how much funding to allocate to the bill. Most members of Congress, led by Transportation Committee Chairman Don Young (R-AK) and **Ranking Member James Oberstar of Minnesota**, pushed for a \$375 billion bill. The Administration strongly opposed that level of spending, instead pushing a \$256 billion bill. Congress claimed the Administration's proposal did not provide the level of funding needed to keep our infrastructure strong, while the Administration claimed a smaller bill it was necessary to hold the line on federal spending. These two positions led to an impasse that has stalled the bill for almost a year.

On a local issue of note, **Minnesota Congressman Mark Kennedy** successfully offered an amendment that was adopted by the House to authorize his FAST Act. This provision aims to generate revenue for new road projects by creating voluntary toll lanes. The next challenge for this provision will be to remain in the bill as it is amended by the House-Senate conference committee.

Other issues that have yet to be resolved include whether to include an overhaul of Amtrak (and what that legislation would look like), whether to deduct earmarked funds from the recipient state's annual formula grant allocation, and how to guarantee states at least a 95% return on gasoline taxes they send to Washington.

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Prospects

In February the Senate passed a \$318 billion Transportation Authorization bill called SAFTEA (The Safe, Accountable, Flexible, and Efficient Transportation Equity Act). Now that the bill has passed both chambers, it will proceed to a conference committee to iron out the substantial differences between the bills. When the House of Representatives passed TEA-LU today they did so grudgingly, with many Members making clear their preference for the \$375 billion level originally proposed by the Transportation Committee, as well as their encouragement to have the conference committee push the funding in to the \$318 billion level in the Senate bill. This complicates prospects for the bill because the President has indicated he will veto any bill larger than \$275 billion. Congress may relent and pass a \$275 billion bill, the Administration may relent and sign a \$318 billion bill, a compromise funding level may be reached, or the Administration may choose to stand fast and veto the bill. We will keep you apprised as developments occur.

Local Projects in H.R. 3550

We have attached a list of Minnesota projects in H.R. 3550. The list is unofficial and was compiled by combing through the bill text, the text of the bill report, and accompanying press releases. Also, please note that the Senate has not yet included its local projects into the bill, so this list reflects only the efforts of the Minnesota House Delegation.

Authorization vs. Appropriation

It is crucial to distinguish this Transportation *Authorization* bill from the annual Transportation *Appropriations* bill. The *Authorization* bill is drafted by the Transportation Committee and passed every six years, and it sets total levels of federal highway and transit spending over the life of the bill. The *Authorization* bill also proposes funding on individual projects across the country. However, in most cases the bill does not actually obligate federal funding to these individual projects. The funding is spent on the projects by Congress in the annual Transportation *Appropriations* bill.

It is beneficial for a project to be authorized because 1) the Appropriations Committee often takes the advice of the Transportation Committee and funds the project in one of its annual *appropriations* bills, and 2) authorization increases the likelihood that the project will receive a competitive grant from the U.S. Department of Transportation. That said, authorization does not guarantee that funds will be provided through either source. Even through a project is authorized, Members of Congress must work with the Appropriations Committee to secure an "earmark" for the project each year. Conversely, projects that are not authorized can, and often do, receive funding designated in an appropriations bill.

MINNESOTA EARMARKS IN H.R. 3550

The following is an UNOFFICIAL list of Minnesota projects earmarked in H.R. 3550, the House version of the transportation authorization bill (TEA-LU). The list was created by our scrutiny of the bill, so it may be incomplete. The bill is currently under debate on the Floor of the House as of this writing. The Senate has yet to add its earmarks to the bill. NOTE: This six year authorization bill should not be confused with the annual Transportation Appropriations bill, which actually spends federal dollars, and spends it on both authorized and unauthorized projects.

Project	Amount	Location	CD
Construct Pfeifer Road, remove 10 foot raised crossing, Twin Lakes Township	\$251,717	Frebom County	1
Interstate Route I-90 through rural Wisconsin, southern Minnesota, northern Iowa, and South Dakota		Southern Minnesota	1
Acquire ROW for reconstruction and relocation of US Highway 14 from CSAH 2 to Owatonna	\$12,000,000	Steele County	1
Consolidate access, provide supporting roadways and add an additional lane to CSAH 42 in Dakota County and Scott County	\$1,000,000	Dakota and Scott County	2
Lakeview, Minnesota-Cedar Avenue Corridor Bus Rapid Transit	\$5,000,000	Dakota County	2
Interchange at CSAH & Hwy 24 in Cannon Falls, project development costs three interchange sites & one overpass along 52	\$1,000,000	Goodhue County	2
Upgrade CSAH 21 to a 4 Lane divided roadway with left turn lanes at public streets in Scott County	\$1,000,000	Scott County	2
Construct final segment of Hwy 610 from TH169 in Brooklyn Park to Maple Grove	\$5,000,000	Hennepin County	3
Bruce Vento Nature Sanctuary Trail Project, St. Paul	\$2,000,000	Ramsey County	4
Hwy36/McKnight Road Interchange Reconstruction	\$5,000,000	Ramsey County	4
St. Paul, MN Union Depot Multimodal Transportation Hub	\$7,000,000	Ramsey County	4
Cedar Lake Regional Trail Extension, Minneapolis	\$3,000,000	Hennepin County	5
Construct third lane on I-494 from Hwy 212 to its Fish Lake Road terminus in Maple Grove	\$5,000,000	Hennepin County	5
Hiawatha Light Rail Transitway	\$60,000,000	Hennepin County	5
Lake Street Access to I-35W, Minneapolis	\$10,000,000	Hennepin County	5
Lyndale Avenue Bridge Project, Richfield	\$7,000,000	Hennepin County	5
For design of an extension of road from TH10 in the city of Blaine north to the city of Ham Lake	\$2,000,000	Anoka County	6
New Interchange at I-35 and CSAH 2 in the city of Forest Lake	\$3,000,000	Washington County	6
US Highway 10 interchange in the city of Ramsey for necessary corridor enhancements	\$1,250,000	Anoka County	6
Study a major river crossing over the Mississippi River between Monticello and St. Cloud and TH10 and I-94	\$1,000,000	Sherburne & Stearns Counties	6
Improve TH241 in St. Michael, MN by increasing lanes from 2 to 4	\$4,000,000	St. Michael	6
8th Street ROW acquisition for Stearns county road expansion and realignment	\$4,000,000	Stearns County	6

Project	Amount	Location	CD
Replace and Realign the Sauk Rapids Bridge and approaches in St. Cloud and Sauk Rapids	\$3,000,000	Stearns County	6
ROW acquisition for the expansion of 3rd Street north in the City of St. Cloud	\$750,000	Stearns County	6
Trunk Highway 23 bypass of the city of Paynesville	\$3,000,000	Stearns County	6
Stillwater-Oak Park Heights Right of Way acquisition for approaches to St. Croix River Crossing	\$5,000,000	Washington County	6
Corridor preservation and right of way acquisition from I-494 to the city of Annandale in Wright County, MN	\$5,000,000	Wright County	6
Design of a new interchange with TH169 over CSAH4	\$1,000,000		6
Becker County CR 143 and CR 124 improvements	\$960,000	Becker County	7
City of Moorehead SE Main GSI, 34th St and I94 Interchange and Moorehead Comprehensive Rail Safety Program	\$2,600,000	Clay County	7
Kandiyohi and Meeker Counties Hwy 7 between TH 71 and TH 22	\$2,440,000	Kandiyohi and Meeker Counties	7
City of Marshall Hwy 23 between CSAH33 and TH19	\$3,700,000	Lyon County	7
City of East Grand Forks 13th Street Extension	\$1,200,000	Polk County	7
Polk, Pennington, Marshall County 10 ton corridor in Northwestern Minnesota	\$5,600,000	Polk, Pennington & Marshall Counties	7
North-South Corridor with Railroad Overpass, City of Staples	\$1,500,000	Todd County	7
Construct bicycle trails in and around Aitkin connecting Paul Bunyan Trail with Mesabi Bike Trail	\$400,000	Aitkin County	8
Construct roadway improvements on the Great River Road on CSAH 10 and CSAH 21, Aitkin County	\$6,324,000	Aitkin County	8
Construct 4th Street overpass grade separation crossing a BNSF Rail Road, City of Carlton	\$199,794	Carlton County	8
Reconditioning CSAH 61 from Barnum to TH210 at Carlton, and improve Munger Trail	\$1,480,000	Carlton County	8
Main Street streetscape reconstruction, 2nd Street from Ash Ave. to State Hwy 2, and Grant Utley Ave from 2nd Street to 6th Street N. across State Hwy 2, Cass Lake	\$1,700,000	Cass County	8
Reconstruct Sucker Bay Road, Cass County	\$2,500,000	Cass County	8
Roadway improvements, City of Federal Dam	\$1,000,000	Cass County	8
Construct ramps and new bridge over Interstate 35 at CSAH 17, and reconstruct CSAH 17 from west County Line to CSAH 30, Chisago County	\$900,000	Chisago County	8
Design engineering and ROW acquisition to reconstruct TH95 bridge, North Branch	\$1,000,000	Chisago County	8
Phase III of Devil Track Road Project, Cook County	\$1,200,000	Cook County	8
Heritage Center at the Grand Portage National Monument	\$1,355,000	Cook County	8
Construct 3 segments of Cuyuna Lakes Trails, Crow Wing County	\$1,200,000	Crow Wing County	8
Construct bridge for Paul Bunyan Trail over Excelsior Road, Baxter	\$1,200,000	Crow Wing County	8
Design, engineering, and ROW for the French Rapids Bridge, City of Brainerd	\$800,000	Crow Wing County	8
Construct bike-walk trail between the cities of Isanti and Cambridge in the State Highway 65 Corridor	\$288,602	Isanti County	8

Project	Amount	Location	CD
CSAH 61 improvements, City of Coleraine	\$490,000	Itasca County	8
Reconstruction of CSAH 7 from Itasca County Road 341 to Scenic State Park Entrance	\$2,800,000	Itasca County	8
TH38 reconstruction from Itasca CSAH 19 to Marcell	\$4,675,942	Itasca County	8
Reconstruct Unorganized Township Road 488 from CSAH 138, Koochiching County	\$1,025,000	Koochiching County	8
Construct Two Harbors High School Trail connecting Two Harbors High School to Two Harbors City	\$891,600	Lake County	8
CSAH 21 roadway improvements, City of Ely	\$1,000,000	Lake County	8
Reconstruction of CSAH 4 and CSAH 5 (Forest Highway 11) between CSAH 15 and Trunk Highway 61, Silver Bay	\$1,740,000	Lake County	8
Construct a pedestrian/bicycle/ATV/snowmobile bridge across TH169, Onamia	\$1,097,600	Mille Lacs County	8
Acquisition of ROW and environmental review for additional Mississippi River crossing, City of Little Falls	\$2,200,000	Morrison County	8
Construct roadway improvements to CSAH 76, Little Falls	\$600,000	Morrison County	8
Construct Soo Line Trail from north of Bowlus to the east side of Mississippi River	\$495,000	Morrison County	8
MNTH 169 safety improvements from City of Virginia to Ely/Winton	\$14,300,000	St. Louis & Lake Counties	8
Aerial Lift Bridge preservation and improvements	\$3,040,000	St. Louis County	8
Construction of primary and secondary access roadways to the Duluth Air National Guard Base, City of Duluth	\$4,000,000	St. Louis County	8
Reconstruct CSAH 91 from the DM and IR Railroad crossing at 8th Street in Duluth to CSAH 56	\$5,000,000	St. Louis County	8
Bike Trail extensions and walking trails, connect to Mesabi Trail, City of Aurora	\$294,745	St. Louis County	8
Birch Cove Rest Area, Hoyt Lakes	\$200,000	St. Louis County	8
Construct full diamond interchange for TH 53 at 6th Ave, City of Virginia	\$2,100,000	St. Louis County	8
construct Mesabi Trail completion from Grand Rapids to City of Ely	\$2,700,000	St. Louis County	8
Construct one mile of new roadway and a bridge crossing the DM & IR railroad tracks, and construct connector between CSAH 14 and CSAH 284, Proctor	\$3,280,000	St. Louis County	8
Construction of Mesabi Station, City of Virginia	\$1,300,000	St. Louis County	8
Munger Trail Extension, City of Duluth	\$3,200,000	St. Louis County	8
Skyline Parkway Corridor preservation and roadway improvements from Seven Bridges Road to Becks Road, City of Duluth	\$4,000,000	St. Louis County	8
Economic Development Corridor planning between Aurora and Ely	\$3,000,000	St. Louis & Lake Counties	8
Connect CSAH 48 with MN State Trunk Hwy 210; complete portions of Paul Bunyan trail	\$1,000,000		8
Construct Paul Bunyan Trail from Mississippi River Bridge Trail to Crow Wing State Park	\$600,000		8
Construct Paul Bunyan Trail Walker to Bemidji Segment	\$1,400,000		8
Edge of Wilderness Discovery Center, Marcell	\$471,000		8
Stearns County Bridge no. 73501 improvements	\$400,000	Stearns County	?

<u>Project</u>	<u>Amount</u>	<u>Location</u>	<u>CD</u>
To expand Stearns County Road 4 from 4 to six lanes and realign Stearns County Road 134	\$2,000,000	Stearns County	?
Construction of street underpass and 2 bicycle-pedestrian underpasses of rail crossing and grade seperated interchange with US Highway 61	\$2,000,000		?
Environmental impact statement for improvement along the entire US 10 corridor	\$1,300,000		?
Hazard elimination for Chicago to St. Paul / Minneapolis high speed rail			

1 Senator moves to amend S.F. No. as follows:

2 Page .., after line .., insert:

"Sec. .. [TRANSIT FUNDING WORK GROUP.]

4 Subdivision 1. [CREATION AND PURPOSE.] A transit funding
5 work group is created to study the options for funding transit
6 and transportation serving the metropolitan area, and to make
7 recommendations to the legislature.

8 Subd. 2. [COMPOSITION.] The work group is composed of:

9 (1) two senators from the majority party, appointed by the
10 senate majority leader;

11 (2) one senator from the minority party, appointed by the
12 senate majority leader;

13 (3) one representative of the metropolitan business
14 community, appointed by the senate majority leader;

15 (4) two representatives from the majority party, appointed
16 by the speaker of the house of representatives;

17 (5) one representative from the minority caucus, appointed
18 by the speaker of the house of representatives;

19 (6) one representative of the metropolitan business
20 community, appointed by the speaker of the house of
21 representatives;

22 (7) the Metropolitan Council chair or designee;

23 (8) the Department of Transportation commissioner or
24 designee; and

25 (9) two representatives of the Metro Transitways
26 Development Board.

27 The work group shall elect a chair from among its members.

28 Subd. 3. [DUTIES.] The work group shall identify funding
29 options that are reliable, efficient, and equitable and that
30 minimize administrative costs of collection. The funding
31 options should provide revenue to cover transit capital
32 investments and sufficient funding for operations of the
33 regional system as identified in the Metropolitan Council's 2030
34 framework. The work group shall further recommend a governance
35 structure responsible for administering the transit and
36 transportation funding.

03/31/04

[COUNSEL] BB

BL0546

- 1 Subd. 4. [REPORT.] By January 10, 2005, the work group
- 2 shall report its findings and recommendations for legislative
- 3 action to the chairs and ranking members of the legislative
- 4 committees having jurisdiction over transportation."
- 5 Renumber the sections in sequence and correct the internal
- 6 references
- 7 Amend the title accordingly

1 Senator moves to amend S.F. No. as follows:

2 Page ..., after line ..., insert:

3 "Sec. .. [TRANSIT FUNDING WORK GROUP.]

4 Subdivision 1. [CREATION AND PURPOSE.] A transit funding
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6 and transportation serving the metropolitan area, and to make
7 recommendations to the legislature.

8 Subd. 2. [COMPOSITION.] The work group is composed of:

9 (1) two senators from the majority party, appointed by the
10 senate majority leader;

11 (2) one senator from the minority party, appointed by the
12 senate majority leader;

13 (3) one representative of the metropolitan business
14 community, appointed by the senate majority leader;

15 (4) two representatives from the majority party, appointed
16 by the speaker of the house of representatives;

17 (5) one representative from the minority caucus, appointed
18 by the speaker of the house of representatives;

19 (6) one representative of the metropolitan business
20 community, appointed by the speaker of the house of
21 representatives;

22 (7) the Metropolitan Council chair or designee;

23 (8) the Department of Transportation commissioner or
24 designee; and

25 (9) two representatives of the Metro Transitways
26 Development Board.

27 The work group shall elect a chair from among its members.

28 Subd. 3. [DUTIES.] The work group shall identify funding
29 options that are reliable, efficient, and equitable and that
30 minimize administrative costs of collection. The funding
31 options should provide revenue to cover transit capital
32 investments and sufficient funding for operations of the
33 regional system as identified in the Metropolitan Council's 2030
34 framework. The work group shall further recommend a governance
35 structure responsible for administering the transit and
36 transportation funding.

03/31/04

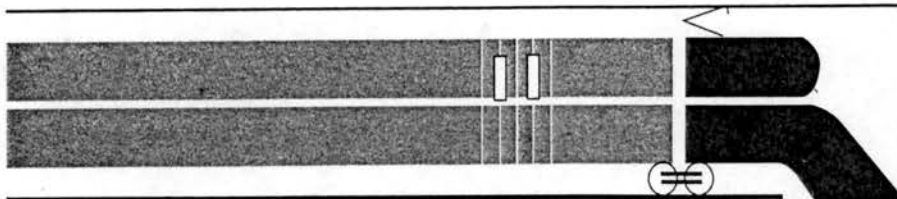
[COUNSEL] BB

BL0546

1 Subd. 4. [REPORT.] By January 10, 2005, the work group
2 shall report its findings and recommendations for legislative
3 action to the chairs and ranking members of the legislative
4 committees having jurisdiction over transportation."

5 Renumber the sections in sequence and correct the internal
6 references

7 Amend the title accordingly



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

AGENDA

Regional Railroad Authority Meeting

April 20, 2004

Immediately following County Board meeting or at 1:30 p.m.

Third Floor Council Chambers Courthouse

1. * Approve minutes from April 6, 2004 RCRRA meeting
 2. * Ratify Partial Payment Nos. 15, 16 and 17 in the amount of \$9,975.33 to LTK Engineering Services, Inc. for consulting services on the Union Depot study for the period ending December 2003
 3. * Ratify Partial Payment Nos. 1 and 2 in the amount of \$18,045.25 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending February 2004
 4. * Ratify Partial Payment Nos. 1 and 2 in the amount of \$5,899.51 to Goff and Howard, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending February 2004
 5. * Legislative update
 6. Central Corridor update
 7. Union Depot update
- * Action is requested

Meeting Minutes

RAMSEY COUNTY RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on April 6, 2004, in Council Chambers, Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega
Commissioner McDonough
Commissioner Victoria Reinhardt
Commissioner Haigh
Commissioner Jan Wiessner
Commissioner Tony Bennett
Commissioner Rettman

OTHERS PRESENT: Kathy DeSpiegelaere, David McMillan, Jane McClure, Kris Longhenry, John Choi, Steve Morris

Chair Ortega called the meeting to order at 11:42 am.

1. Approve minutes from March 16, 2004 RCRRRA Meeting

A motion was made by Commissioner Wiessner, seconded by Commissioner Haigh to approve minutes from the March 16, 2004 RCRRRA meeting.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

2. 1) Authorize Chair of the RCRRRA to execute the cost sharing agreement for the Red Rock Corridor Alternatives Analysis/Scoping Study subject to approval by Washington, Hennepin and Dakota County Regional Railroad Authorities; and 2) Authorize \$48,750 for RCRRRA's share of the Red Rock Corridor Alternatives Analysis/Scoping Study

A motion was made by Commissioner McDonough, seconded by Commissioner Haigh to 1) authorize Chair of the RCRRRA to execute the cost sharing agreement for the Red Rock Corridor Alternatives Analysis/Scoping Study subject to approval by Washington, Hennepin and Dakota County Regional Railroad Authorities; and 2) authorize \$48,750 for RCRRRA's share of the Red Rock Corridor Alternatives Analysis/Scoping Study.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

WHEREAS, The Corridor from Hastings to St. Paul/Minneapolis (Red Rock Corridor) is part of the Metropolitan Council's long term transitway plan; and

WHEREAS, The Red Rock Corridor Commuter Rail Feasibility Study was completed in 2001; and

WHEREAS, Federal funds (\$520,000) have been received for additional work on the Red Rock Corridor and these funds will be used to develop an Alternatives Analysis/Scoping Study; and

WHEREAS, The federal funds require matching funds (\$130,000) and the four regional railroad authorities included in the Red Rock Corridor have agreed to fund the local share of costs; and

WHEREAS, Ramsey County Regional Railroad Authority has agreed to fund \$48,750 of the matching funds for the study; Now, Therefore Be It

RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute the cost sharing agreement for the Red Rock Corridor Alternatives Analysis/Scoping Study subject to approval by Washington, Hennepin and Dakota County Regional Railroad Authorities; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority's funding for the cost sharing agreement will be provided in accordance with the agreement, upon approval of the cost sharing agreement by Washington, Hennepin and Dakota County Regional Railroad Authorities.

3. Authorize City of St. Paul to remove Bridge No. L8788 on RCRRA right of way

A motion was made by Commissioner McDonough, seconded by Commissioner Haigh to authorize City of St. Paul to remove Bridge No. L8788 on RCRRA right of way.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority (RCRRA) right of way has been purchased for potential rail transit use; and

WHEREAS, St. Paul and Ramsey County Parks Departments have implemented trails on the right of way that either can coexist with rail transit or are an interim use where there is not sufficient space for them both; and

WHEREAS, The City of St. Paul has requested the authority to remove a bridge on the RCRRA right of way in the vicinity of Kellogg Boulevard; and

WHEREAS, The request to remove the bridge has been carefully reviewed; the bridge is not suitable for use for rail transit; and removal of the bridge will not affect the ability to preserve the right of way for potential rail transit use; Now, Therefore Be It

RESOLVED, That the City of St. Paul is given permission to remove bridge L8788 at its own expense.

4. Legislative Update

John Choi spoke about the current bonding bill in the State Legislature. He stated that the House of Representatives is discussing the bonding bill and should release it some time next week after the Easter break. He said that the Senate is waiting for the House to present its bonding bill first before releasing its bill.

John Choi commented that the Central Corridor should be funded for \$5.25 million in the Senate and noted that it will be going to a conference committee, but will not be funded in the House of Representatives bonding bill. He stated that the Rush Line Corridor bill will most likely be in the House bonding bill and noted that Representative Doug Meslow, who has worked very hard on this bill, claims that it's a very good possibility that it will be funded in both the Senate and the House of Representatives bills.

John Choi stated that the Union Depot/High Speed Rail \$2.5 million request will not be in the House bonding bill, but has a chance to be in the Senate bonding bill, which was recommended by the Senate Transportation Committee. He commented that depending upon how much money will be available, if there is enough for the Union Depot/High Speed Rail, it should be funded this legislature session.

John Choi noted that the House Transportation Finance Committee recommended the Northstar Corridor project and there's a good possibility that it could be in the bonding bill. He added that the Senate is watching closely to see what the House will do and will probably follow their actions.

John Choi reported that the Cedar Avenue Transitway was recommended by the House Transportation Finance Committee, but probably won't be in the Senate bonding bill. He noted that the Red Rock Corridor will not be in the House bonding bill, but has a good chance of being in the Senate bonding bill.

John Choi stated that there are major differences in the two transportation funding bills on how they will fund transit. He commented that in 2001, a decision was made by the Legislature to take transit funding off property taxes and fund transit using a motor vehicle excise tax. He noted that the House Republican Caucus wants to further reduce the percentage that was allocated to the Metro Transit and Greater Minnesota transit authorities and would like to cut about \$3 million to Metro Transit and \$264,000 for Greater Minnesota transit projects. He added that the Senate is looking to increase the amount for transit from the highway user fund.

John Choi distributed a copy of study language being proposed to create a transit funding work group. Commissioner Haigh stated that she has been working with several people to

start a task force or study on "dedicated funding" for transit capital and operations. She commented that this will help to get policy and business makers involved and stand behind transit projects. She noted that the issue of transit finance is very large and needs to be addressed and we recognize that due to this year's political climate, this current legislature will probably not deal with the issue of overall transportation finance in a bonding bill, but work needs to go on to prepare us to move forward.

A motion was made by Commissioner Reinhardt, seconded by Commissioner Haigh to support the proposal to create a transit funding work group to study options for funding transit and transportation for the metropolitan Twin Cities area.

Roll call vote was taken: Commissioner Rettman voted no.

Ayes – 6, Nays – 1
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority by resolution R03-52 supports the Metro Transitways Development Board legislative proposals for 2004; Now, Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority additionally supports a proposal to create a transit funding work group to study option for funding transit and transportation for the metropolitan Twin Cities area.

Kathy DeSpiegelaere distributed a memorandum from Lockridge Grindal Nauen P.L.L.P, dated April 4, 2004 regarding transportation authorization update. Kathy reviewed the memo and noted that in the House bill, the Union Depot and High Speed Rail are earmarked for authorization. She noted that according to Congressman Sabo's staff, the Central Corridor is already authorized and doesn't need reauthorization. She added that the Rush Line Corridor is not included in the bill, but there are individuals looking into getting this authorized. She noted that it is desirable to have projects authorized in order to receive appropriations, but the Rush Line Corridor has received appropriations without being authorized.

Commissioner Wiessner asked about the request for funding on the Highway 96 – 35W transportation project, which was sent into Congresswoman McCollum's office. She stated that she received information that it was going to be included in the plan. Kathy DeSpiegelaere commented that it is not included in the initial version but will check on this.

5. Central Corridor Update

Commissioner Bennett commented on the redevelopment of University and Snelling Avenues and noted that the project should be coordinated by various organizations including the Central Corridor Coordinating Committee, Minnesota Department of Transportation, Ramsey County Public Works, the City of St. Paul and the Minnesota Pollution Control Agency. He added that decisions should be made on the overall appearance and what development happens in the area for long-term future purposes.

Steve Morris said a few months ago design work began on the streets, corners and the overall development of that area. He stated that a station at Snelling and University Avenues is being studied and they are aware of the redevelopment challenges. Commissioner Haigh stated that there are a lot of opinions in the community on how to redevelop the University and Snelling areas. She commented that it's important to get feedback from the people who live and work in the area and work with them closely.

Commissioner Haigh noted that the public kickoff of the Central Corridor Partnership was held a couple of weeks ago and there are three CEO's co-chairing the Central Corridor Partnership. She will provide a listing of all the businesses included in the Central Corridor Partnership. She stated that there was a very good editorial in the Minneapolis Star Tribune, which discussed the role that various businesses are taking in the corridor and transit/transportation financing.

6. Union Depot Update

Kathy DeSpiegelaere reported that a meeting was held last Friday with the regional administrator of the Federal Transit Administration, which is the granting agency for federal funding on the Union Depot. She commented that there are a host of regulations that need to be met and the discussion included: how the project is defined; the phasing of the project; what environmental work needs to be done; and property acquisition. She stated that she will be going to Chicago in a couple of weeks to conclude the discussion on the scope of work for the first installment of federal funds.

Meeting adjourned at 12:08 p.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. L. Speegmaier
Authorized Signature

4/15/04
Date

Board Action Requested

Ratify Partial Payment Nos. 15, 16 and 17 in the amount of \$9,975.33 to LTK Engineering Services, Inc. for consulting services on the Union Depot study for the period ending December 2003.

ACTION IS REQUESTED

Request Justification

- See attached information:
1. Proposed resolution
 2. Accounts Payable forms and Partial Payment Nos. 15, 16 and 17
 3. LTK Engineering Services, Inc. Invoice Nos. 3161.05-004, 3161.03-003, 3161.04-004 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

April 20, 2004

Board Date

Kristine A. Longhenry
Signature

April 15, 2004

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of LTK Engineering Services, Inc. for the purpose of conducting the Union Depot study; and

WHEREAS, LTK Engineering Services, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through December 2003; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, LTK Engineering Services, Inc. Invoice No. 3161.05-004, Partial Payment No. 15 in the amount of \$354.27, Invoice No. 3161.03-003, Partial Payment No. 16 in the amount of \$9,081.46, and Invoice No. 3161.04-004, Partial Payment No. 17 in the amount of \$539.60, attachments thereto, provide the correct documentation of payments due LTK Engineering Services through December 2003; Now, Therefore Be It

RESOLVED, Payment to LTK Engineering Services in the amount of \$9,975.33 for services rendered through December 2003, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Voucher ID: 00002690

Purchase Order Voucher

Run Time 2:20:19 PM

ort ID: RMAP19

Voucher Header Information

Pay Method: System Check

Invoice Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
Mar. 2004	3161.05-004	31 Jan. 2004	0000101563	LTK ENGINEERING SERVICES, INC.	ONL	LONGHEKR P		09 Mar. 2004	U	Due Now

S	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip
	\$354.27	\$0.00	100 W BUTLER AVE			AMBLER	PA	19002

Billing	Group ID	Sales Tax	Pckp Ord# Nbr
RE	000550	\$0.00	

Voucher Line Information

#	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
	Analysis of St. Paul Unio Depo	\$354.27		\$354.27		Y	Y	Y	N	RRA	0000000304	SC

Distribution Line Information

#	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
	425101	12501	150112	00000			2003				\$354.27			N

Account Name: Subsidies To Governmental Unit Department Name: Union Depot Study

ent Comments-Check Stub

ice No. 3161.05-004, LTK Project No. C3161.05, dated 1/31/04 #15
ices for 11/30/03-12/27/03

her Comments

I declare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

Date

3/15/04

N

Budget BP	Fund	Department	Project/Grant	Program										
2003	12501 Ramsey Co Regional Rail Auth	150112 Union Depot Study		00000 All Programs										
Account	Requisition/PO/Voucher Type	BU	ID	Ln ##	Sc ##	Act Type	Da ##	Line Stat	Date	Hdr Stat	Vendor ID/Name	Amount	Pre-Encumbrance	Encumbrance
425101	PO	RRA	0000000304	1	1	DST	1	O/V	15-MAY-2003	D	0000101563 Ltk Engineering Services, Inc.	100,000.00 CR		
	Vchr	RRA	00002265	1			1	/V	26-JUN-2003	P	Invoice ID: 3161-001	1,849.03 DB		
	Vchr	RRA	00002343	1			1	/V	25-AUG-2003	P	Invoice ID: 3161-002	7,998.36 DB		
	Vchr	RRA	00002468	1			1	/V	23-DEC-2003	P	Invoice ID: 3161.01-003	18,649.97 DB		
	Vchr	RRA	00002469	1			1	/V	29-DEC-2003	P	Invoice ID: 3161.02-001	32,339.26 DB		
	Vchr	RRA	00002470	1			1	/V	29-DEC-2003	P	Invoice ID: 3161.02-002	2,201.54 DB		
	Vchr	RRA	00002471	1			1	/V	29-DEC-2003	P	Invoice ID: 3161.03-001	501.60 DB		
	Vchr	RRA	00002472	1			1	/V	29-DEC-2003	P	Invoice ID: 3161.04-001	2,937.75 DB		
	Vchr	RRA	00002473	1			1	/V	29-DEC-2003	P	Invoice ID: 3161.05-001	1,728.05 DB		
	Vchr	RRA	00002486	1			1	/V	12-JAN-2004	P	Invoice ID: 3161.02-003	905.74 DB		
	Vchr	RRA	00002487	1			1	/V	12-JAN-2004	P	Invoice ID: 3161.03-002	690.65 DB		
	Vchr	RRA	00002488	1			1	/V	12-JAN-2004	P	Invoice ID: 3161.04-002	6,020.28 DB		
	Vchr	RRA	00002489	1			1	/V	12-JAN-2004	P	Invoice ID: 3161.05-002	1,322.86 DB		
	Vchr	RRA	00002546	1			1	/V	03-FEB-2004	P	Invoice ID: 3161.04-003	792.77 DB		
	Vchr	RRA	00002547	1			1	/V	03-FEB-2004	P	Invoice ID: 3161.05-003	241.57 DB		
	Vchr	RRA	00002590	1			1	/V	09-MAR-2004	U	Invoice ID: 3161.05-004	354.27 DB		21,466.00
Total Account: 425101 Subsidies To Governmental Unit													0.00	21,466.00
Total Program: 00000 All Programs													0.00	21,466.00
Total Project/Grant:													0.00	21,466.00
Total Department: 150112 Union Depot Study													0.00	21,466.00
Total Fund: 12501 Ramsey Co Regional Rail Auth													0.00	21,466.00

End of Report

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000101563
LTK ENGINEERING SERVICES, INC.
100 W BUTLER AVE
AMBLER PA 19002
United States

Purchase Order	Date	Revision	Page
RRA - 0000000304	05/15/2003		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code: USD		

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt? Y Tax Exempt ID: 99999999999999

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Analysis of St. Paul Unio Depot	1.00	EA	100,000.00	100,000.00	05/15/2003
Schedule Total						100,000.00	

Mfg ID

Item Total 100,000.00

Total PO Amount 100,000.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

4

LTK - Union Depot Analysis				
	Invoice #1	Invoice #2	Invoice #3	Invoice #4
LABOR	\$1,837.50	\$6,340.00	\$9,513.00	\$21,644.50
TOTAL LABOR	\$1,837.50	\$6,340.00	\$9,513.00	\$21,644.50
SUB TOTAL LABOR	\$1,837.50	\$6,340.00	\$9,513.00	\$21,644.50
DIRECT COSTS	\$11.53	\$2,079.33	\$11,145.47	\$18,520.64
ADJUSTMENTS	\$0.00	\$0.00	\$929.61	\$6,123.81
TOTAL INVOICE	\$1,849.03	\$8,419.33	\$19,728.86	\$34,041.33
RETAINAGE (5%)		\$420.97	\$1,078.89	\$1,702.07
NET PAY INVOICE	\$1,849.03	\$7,998.36	\$18,649.97	\$32,339.26
Subsistence		\$497.60	\$741.37	\$656.75
Non-Local Transport		\$1,443.50	\$2,469.00	\$1,749.00
Local Transportation		\$108.20	\$928.54	\$205.20
Vehicle Rental				
Shipping Charges	\$11.53	\$25.53		\$35.55
Communications		\$4.50		\$9.61
Printing and Reprod			\$43.38	\$492.09
Contract Labor				
Misc Field Supplies				
Professional Services			\$6,963.18	\$15,372.44
Equipment Rental				
Miscellan Supplies				
Other				
Total	\$11.53	\$2,079.33	\$11,145.47	\$18,520.64

Invoice #5	Invoice #6	Invoice #7	Invoice #8	Invoice #9	Invoice #10
\$0.00	\$528.00	\$528.00	\$2,640.00	\$0.00	\$73.00
\$0.00	\$528.00	\$528.00	\$2,640.00	\$0.00	\$73.00
\$0.00	\$528.00	\$528.00	\$2,640.00	\$0.00	\$73.00
\$2,317.41	\$0.00	\$4,277.27	\$574.16	\$953.41	\$654.00
\$0.00	\$0.00	\$1,712.90	\$1,395.16	\$0.00	\$0.00
\$2,317.41	\$528.00	\$3,092.37	\$1,819.00	\$953.41	\$727.00
\$115.87	\$26.40	\$154.62	\$90.95	\$47.67	\$36.35
\$2,201.54	\$501.60	\$2,937.75	\$1,728.05	\$905.74	\$690.65
		\$441.96	\$226.09		
		\$791.50			
		\$164.44	\$348.07		
\$2,317.41		\$2,879.37		\$953.41	\$654.00
\$2,317.41	\$0.00	\$4,277.27	\$574.16	\$953.41	\$654.00



LTK Engineering Services

Member of The Klauder Group

100 West Butler Avenue
Ambler, PA 19002
215-542-0700
215-542-7676 FAX

Invoice

Bill To:

Ramsey County Regional Railroad Authority
665 Ramsey County Government Center West
50 West Kellogg Blvd.
St. Paul, MN 55102

Project Description:

Union Depot Analysis (Agreement dated 5/13/02 - Notice
to Proceed dated 5/15/03)

LTK Project #: C3161.05 Short Term Action Plan		Invoice Date: 01/31/2004		
Invoice Number: 3161.05-004				
Labor Category	Employee	Hours	Rate	Amount to Bill
Senior Professional	Thomas G. Matoff		147.00	-
Senior Professional	John W. Schumann		146.00	-
Project Analyst	John E. Hillis, Jr.		115.00	-
Senior Systems Consultant	David E. Staplin		176.00	-
Administrative Staff	Lori S. Matlock		55.00	-
CADD Technician	Ronald S. Fitzpatrick		83.00	-
Systems Consultant	Michael R. Ringrose		115.00	-
Total Labor		0.0		-
				372.92
Subcontractors				
Consultants				
Direct Travel				
Telephone				
Reproduction				
Mailing				
Supplies				
Miscellaneous				
Total Expenses				372.92
Less Amount over Budget - LTK				
Invoice Total				372.92
Less: Retainage		5%		18.65
Net Due				354.27

	Contract Budget	Amount Billed	Amount Remaining
LTK Budget	1,819.00	1,819.00	-
Bloom	2,331.00	2,019.68	311.32
Total Budget	4,150.00	3,838.68	311.32

8

LTK Engineering Services
Expense Distribution
January, 2004

Voucher #	Invoice #	Name	Description	Charge #	Amount
Project: C3161 (Ramsev Co.- Union Depot)					
9962156	1811	Bloom Consultants, LLC	Subcontractors	C3161.05	372.92
		Subcontractors			\$372.92
		Total for: C3161			\$372.92

ORIGINAL

9



Business Unit: RRA
Voucher ID: 00002629

VOUCHER Purchase Order Voucher

Run Date: 01.Apr.2004
Run Time: 12:30:06 PM

ort ID: RMAP19

Voucher Header Information

Pay Method: System Check

Invoice Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
01.Apr.2004	3161.03-003/3161.04-004	29.Feb.2004	0000101563	LTK ENGINEERING SERVICES, INC.	ONL	LONGHEKR P		01.Apr.2004	U	Due Now

Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip
\$9,621.06	\$0.00	100 W BUTLER AVE			AMBLER	PA	19002

Group ID	Sales Tax	Pckp Ord Nbr
000557	\$0.00	

Voucher Line Information

#	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
	Analysis of St. Paul Unio Depo	\$9,621.06		\$9,621.06		Y	Y	Y	N	RRA	0000000304	SC

Distribution Line Information

#	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
	425101	12501	150112	00000				2003			\$9,621.06			N

Account Name: Subsidies To Governmental Unit

Department Name: Union Depot Study

Client Comments-Check Stub

Project #C3161.03: Inv #3161.03-003, (#16 - Task 3) dated 2/29/04 - Services for 9/1/03-12/31/03 - minus parking and taxi expenses (no receipt) - \$9,081.46; Invoice #3161.04-004, (#17 - Task 4) dated 04 - Services for 9/1/03-12/31/03 - \$539.60

Other Comments

Please send check to Kris Longhenry at 665 RCGC-West

Includes -5% retainage

Declare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

Kris Longhenry

Date

4/2/04

10

Budget BP	Fund	Department			Project/Grant			Program						
2003	12501 Ramsey Co Regional Rail Auth	150112 Union Depot Study						00000 All Programs						
Account	Type	BU	Requisition/PO/Voucher ID	Ln ##	Sc ##	Act Type	Ds ##	Line Stat	Date	Hdr Stat	Vendor ID/Name	Amount	Pre-Encumbrance	Encumbrance
425101	PO	RRA	0000000304	1	1	DST	1	O/V	15-MAY-2003	D	0000101563 Ltk Engineering Services, Inc.	100,000.00 CR		
	Vchr	RRA	00002265	1			1	/V	26-JUN-2003	P	Invoice ID: 3161-001	1,849.03 DB		
	Vchr	RRA	00002343	1			1	/V	25-AUG-2003	P	Invoice ID: 3161-002	7,998.36 DB		
	Vchr	RRA	00002468	1			1	/V	23-DEC-2003	P	Invoice ID: 3161.01-003	18,649.97 DB		
	Vchr	RRA	00002469	1			1	/V	29-DEC-2003	P	Invoice ID: 3161.02-001	32,339.26 DB		
	Vchr	RRA	00002470	1			1	/V	29-DEC-2003	P	Invoice ID: 3161.02-002	2,201.54 DB		
	Vchr	RRA	00002471	1			1	/V	29-DEC-2003	P	Invoice ID: 3161.03-001	501.60 DB		
	Vchr	RRA	00002472	1			1	/V	29-DEC-2003	P	Invoice ID: 3161.04-001	2,937.75 DB		
	Vchr	RRA	00002473	1			1	/V	29-DEC-2003	P	Invoice ID: 3161.05-001	1,728.05 DB		
	Vchr	RRA	00002486	1			1	/V	12-JAN-2004	P	Invoice ID: 3161.02-003	905.74 DB		
	Vchr	RRA	00002487	1			1	/V	12-JAN-2004	P	Invoice ID: 3161.03-002	690.65 DB		
	Vchr	RRA	00002488	1			1	/V	12-JAN-2004	P	Invoice ID: 3161.04-002	6,020.28 DB		
	Vchr	RRA	00002489	1			1	/V	12-JAN-2004	P	Invoice ID: 3161.05-002	1,322.86 DB		
	Vchr	RRA	00002546	1			1	/V	03-FEB-2004	P	Invoice ID: 3161.04-003	792.77 DB		
	Vchr	RRA	00002547	1			1	/V	03-FEB-2004	P	Invoice ID: 3161.05-003	241.57 DB		
	Vchr	RRA	00002590	1			1	/V	09-MAR-2004	P	Invoice ID: 3161.05-004	354.27 DB		
	Vchr	*RRA	00002629	1			1	/V	01-APR-2004	U	Invoice ID: 3161.03-003/3161.04-004	9,621.06 DB		11,845.2
Total Account: 425101 Subsidies To Governmental Unit												0.00		11,845.2
Total Program: 00000 All Programs												0.00		11,845.2
Total Project/Grant:												0.00		11,845.2
Total Department: 150112 Union Depot Study												0.00		11,845.2
Total Fund: 12501 Ramsey Co Regional Rail Auth												0.00		11,845.2

End of Report

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000101563
LTK ENGINEERING SERVICES, INC.
100 W BUTLER AVE
AMBLER PA 19002
United States

Purchase Order	Date	Revision	Page
RRA - 0000000304	05/15/2003		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		Currency Code: USD
Buyer: RRA			

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Analysis of St. Paul Unio Depot	1.00	EA	100,000.00	100,000.00	05/15/2003
Schedule Total						100,000.00	
Item Total						100,000.00	

Total PO Amount 100,000.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

12

LTK - Union Depot Analysis				
	Invoice #1	Invoice #2	Invoice #3	Invoice #4
LABOR	\$1,837.50	\$6,340.00	\$9,513.00	\$21,644.50
TOTAL LABOR	\$1,837.50	\$6,340.00	\$9,513.00	\$21,644.50
SUB TOTAL LABOR	\$1,837.50	\$6,340.00	\$9,513.00	\$21,644.50
DIRECT COSTS	\$11.53	\$2,079.33	\$11,145.47	\$18,520.64
ADJUSTMENTS	\$0.00	\$0.00	\$929.61	\$6,123.81
TOTAL INVOICE	\$1,849.03	\$8,419.33	\$19,728.86	\$34,041.33
RETAINAGE (5%)		\$420.97	\$1,078.89	\$1,702.07
NET PAY INVOICE	\$1,849.03	\$7,998.36	\$18,649.97	\$32,339.26
Subsistence		\$497.60	\$741.37	\$656.75
Non-Local Transport		\$1,443.50	\$2,469.00	\$1,749.00
Local Transportation		\$108.20	\$928.54	\$205.20
Vehicle Rental				
Shipping Charges	\$11.53	\$25.53		\$35.55
Communications		\$4.50		\$9.61
Printing and Reprod			\$43.38	\$492.09
Contract Labor				
Misc Field Supplies				
Professional Services			\$6,963.18	\$15,372.44
Equipment Rental				
Miscellan Supplies				
Other				
Total	\$11.53	\$2,079.33	\$11,145.47	\$18,520.64

Invoice #5	Invoice #6	Invoice #7	Invoice #8	Invoice #9	Invoice #10
\$0.00	\$528.00	\$528.00	\$2,640.00	\$0.00	\$73.00
\$0.00	\$528.00	\$528.00	\$2,640.00	\$0.00	\$73.00
\$0.00	\$528.00	\$528.00	\$2,640.00	\$0.00	\$73.00
\$2,317.41	\$0.00	\$4,277.27	\$574.16	\$953.41	\$654.00
\$0.00	\$0.00	\$1,712.90	\$1,395.16	\$0.00	\$0.00
\$2,317.41	\$528.00	\$3,092.37	\$1,819.00	\$953.41	\$727.00
\$115.87	\$26.40	\$154.62	\$90.95	\$47.67	\$36.35
\$2,201.54	\$501.60	\$2,937.75	\$1,728.05	\$905.74	\$690.65
		\$441.96	\$226.09		
		\$791.50			
		\$164.44	\$348.07		
\$2,317.41		\$2,879.37		\$953.41	\$654.00
\$2,317.41	\$0.00	\$4,277.27	\$574.16	\$953.41	\$654.00

Invoice #17
\$0.00
\$0.00
\$0.00
\$568.00
\$0.00
\$568.00
\$28.40
\$539.60
\$568.00
\$568.00



LTK Engineering Services

Member of The Klauder Group

100 West Butler Avenue
Ambler, PA 19002
215-542-0700
215-542-7676 FAX

Invoice

Bill To:

Ramsey County Regional Railroad Authority
665 Ramsey County Government Center West
50 West Kellogg Blvd.
St. Paul, MN 55102

Project Description:

Union Depot Analysis (Agreement dated 5/13/02 - Notice
to Proceed dated 5/15/03)

LTK Project #:	C3161.03	Economic & Financial Planning	Invoice Date:	02/29/2004
Invoice Number:	3161.03-003			
Labor Category	Employee	Hours	Rate	Amount to Bill
Senior Professional	Thomas G. Matoff			-
Senior Professional	John W. Schumann			-
Project Analyst	John E. Hillis, Jr.			-
Senior Systems Consultant	David E. Staplin			-
Senior Systems Consultant	Timothy R. Wells			-
Administrative Staff	Lori S. Matlock			-
CADD Technician	Ronald S. Fitzpatrick			-
Systems Consultant	Michael R. Ringrose			-
Total Labor		0.0		-
Subcontractors				9,606.43
Consultants				
Direct Travel				
Telephone				
Reproduction				
Mailing				
Supplies				
Miscellaneous				
Total Expenses				9,606.43
Less Amount over Budget - LTK				
Invoice Total				9,606.43
Less: Retainage		5%		480.32
Net Due				9,126.11

	Contract Budget	Amount Billed	Amount Remaining
LTK	975.00	601.00	374.00
Bloom	654.00	654.00	-
Whelan	14,660.00	9,606.43	5,053.57
Total Budget	16,289.00	10,861.43	5,427.57

ORIGINAL

17

LTK Engineering Services
Expense Distribution
February, 2004

Voucher #	Invoice #	Name	Description	Charge #	Amount
<u>Project: C3161 (Ramsey Co.- Union Depot)</u>					
9963077		Nancy Whelan	Subcontractors	C3161.03	9,606.43
		Subcontractors			\$9,606.43
		Total for: C3161			\$9,606.43

ORIGINAL

18

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Lespeigal
Authorized Signature

4/14/04
Date

Board Action Requested

Ratify Partial Payment Nos. 1 and 2 in the amount of \$18,045.25 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending February 2004.

ACTION IS REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution
- 2) Accounts Payable forms and Partial Payment Nos. 1 and 2
- 3) DMJM+Harris, Inc. Invoice Nos. 100-2098-4 (1) and 100-2512-4 (2) and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

April 20, 2004

Board Date

Kristine A. Longheneey
Signature

April 15, 2004
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of DMJM+Harris, Inc. for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, DMJM+Harris, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through February 2004; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, DMJM+Harris, Inc. Invoice No. 100-2098-4, Partial Payment No. 1 in the amount of \$1,042.77, and Invoice No. 100-2512-4, Partial Payment No. 2 in the amount of \$17,002.48 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through February 2004; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$18,045.25 for services rendered through February 2004, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Business Unit: RRA
Voucher ID: 00002641

VOUCHER Purchase Order Voucher

Page No. 1
Run Date 8-Apr-2004
Run Time 1:13:04 AM

Port ID: RMAP19

Voucher Header Information

Pay Method: System Check

Invoice Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
02/18/2004	100-2098-4 (1)	18-Feb-2004	0000155333	DMJM+HARRIS, INC.	ONL	LONGHEKR P		08-Apr-2004	U	Due Now

Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip
\$1,042.77	\$0.00	303 EAST WACKER DRIVE SUITE 600			CHICAGO	IL	60611

Bill	Group ID	Sales Tax	Pckp Ord# Nbr
IN 10	000560	\$0.00	

Voucher Line Information

#	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
	Central Corridor Project consu	\$1,042.77		\$1,042.77		Y Y Y N	RRA	0000000384	SC

Distribution Line Information

#	Account	Fund	Dept	Program	Class Fid	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
	421501	12501	150180	00000			2003	G205005			\$1,042.77			N

Account Name: Consulting Services

Department Name: RCRRA-Proj/Grant

ent Comments-Check Stub

ice No. 100-2098-4 (1), dated 2/18/04
ices for 1/13/04-1/30/04

her Comments

ice total includes 5% retainage

Please send check to Kris Longhenry 2665 RCGC-west

are that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

Kris Longhenry

Date

4/8/04

2

JM Harris - Central Corridor Transit Stu

	Invoice #1
BOR	\$420.80
ERHEAD	\$568.08
TAL OVERHEAD	\$988.88
E	\$108.78
B TOTAL LABOR	\$1,097.66
RECT COSTS	\$0.00
JUSTMENTS	\$0.00
TAL INVOICE	\$1,097.66
TAINAGE (5%)	\$54.88
T PAY INVOICE	\$1,042.77
bsistence	\$0.00
n-Local Transport	\$0.00
cal Transportation	\$0.00
hicle Rental	\$0.00
ipping Charges	\$0.00
mmunications	\$0.00
nting and Reprod	\$0.00
sc Field Supplies	\$0.00
ofessional Services	\$0.00
uipment Rental	\$0.00
scellan Supplies	\$0.00
her	\$0.00
tal DMJM Direct Costs	\$0.00
tal Subcontractors Costs	\$0.00
bcontractors:	
virosience	\$0.00
rsons	\$0.00
nmer Gunsul Frasca	\$0.00
aniel Padron & Assoc.	\$0.00
ton Lubov & Assoc.	\$0.00
COM Consult.	\$0.00
BE's	
aniel Padron & Assoc.	\$0.00
virosience	\$0.00
tal DBE's	\$0.00
BE% Total Contract	0.00%
sk 1	\$0.00
sk 2	\$0.00
sk 3	\$0.00
sk 4	\$0.00
sk 5	\$0.00
sk 6	\$0.00
sk 7	\$1,097.66
ount spent on contract	\$1,042.77
ance of contract	\$1,898,857.23
% FTA Share	\$834.22

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000155333
DMJM+HARRIS, INC.
303 EAST WACKER DRIVE SUITE 600
CHICAGO IL 60611
United States

Purchase Order	Date	Revision	Page
RRA - 0000000384	04/06/2004		1
Payment Terms	Freight Terms		Ship Via
Due Now	Origin PPD Allowed		US MAIL
From Date	To Date		
Buyer: RRA	Currency Code: USD		

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt? Y Tax Exempt ID: 999999999999

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Central Corridor Project consulting	1.00	EA	1,899,900.00	1,899,900.00	04/06/2004
Schedule Total						1,899,900.00	

Mfg ID

Item Total 1,899,900.00

Total PO Amount 1,899,900.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

4

February 20, 2004

Mr. Stephen L. Morris, Project Manager
Central Corridor Project
Ramsey County Regional Railroad Authority
665 Ramsey County Government Center West
50 West Kellogg Boulevard
St. Paul, MN 55102

Subject: Central Corridor Project
DMJM P# 046-106124 Invoice 1

Dear Mr. Morris:

Enclosed please find our invoice for services performed for the Central Corridor Project for your review and process.

1. Work performed last period
 - a) Kickoff meeting with Ramsey County Regional Railroad Authority
 - b) Meeting and field trip with public outreach consultants Goff and Howard
 - c) Review and documentation of CDs of work from previous project phase, for purposes of data collection
 - d) Team mobilization
2. Items Needed from RCRRA
 - a) Data per Action Item List submitted January 29, 2004
 - b) Letter authorizing government rates in local hotels
 - c) Document regarding per diem rules
 - d) Attachments B and C to master contract
3. Project Schedule
 - a) Revised schedule to be sent to RCRRA in February. This will become the baseline schedule

We appreciate your processing of this invoice at your earliest convenience. Should you have any questions, please feel free to contact me at (312) 861-4091.

Thank you,
DMJM+HARRIS, Inc.



Joan Berry
Associate Vice President

cc. Project File 046-106124

DMJM HARRIS

REMIT TO:
DMJM HARRIS
Post Lockbox
#002607
Los Angeles, CA 90074

Account With:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
5 Ramsey County Government Center - West
W. Kellogg Blvd.,
St. Paul, MN 55102

Invoice Date: Feb. 18, 2004
Invoice No.: 100-2098-4(1)
Job No.: 046106124
Customer No.: 046000463

Attn: Steven Morris

Project: Central Corridor Project

PROJECT BILLING SUMMARY

FOR SERVICES PERFORMED FROM JAN. 13, 2004 THROUGH JAN. 30, 2004

TASK

Task #	Budget	Earned			% spent	Paid to date	Pending payments		
		This period	Previous	To Date			Invoice #	Amount	Total pending
1	\$ 312,800.98			0					
2	\$ 418,617.74			0					
3	\$ 165,797.16			0					
4	\$ 157,112.30			0					
5	\$ 139,652.59			0					
6	\$ 339,707.59			0					
7	\$ 176,108.74	\$ 1,097.66		\$ 1,097.66	1%				
Project Total	\$ 1,709,797.10	\$ 1,097.66		\$ 1,097.66	0.1%				

FIRM

Firm	Budget	Earned			% spent	Paid to date	Pending payments		
		This period	Previous	To Date			Invoice #	Amount	Total pending
DMJM+HARRIS	\$ 830,360.23	\$ 1,097.66	0	\$ 1,097.66	0.1%				
Microscience	\$ 143,506.48								
Persons	\$ 130,697.32								
Armer Gunsul Frasca	\$ 157,112.30								
Arnel Padron & Assoc.	\$ 108,413.18								
Arnel Lubov & Assoc.	\$ 35,319.99								
COM Consult.	\$ 304,387.60								
Project Total	\$ 1,709,797.10								

PARTICIPATION BY DBE FIRMS

Firm	Budget	Earned			% spent	Paid to date	Pending payments		
		This period	Previous	To Date			Invoice #	Amount	Total pending
Arnel Padron	\$ 108,413.18								
Microscience	\$ 143,506.48								
Total	\$ 251,919.66								

Invoice Date: Feb. 18, 2004
 Invoice No.: 100-2098-4(1)

DMJM+HARRIS COSTS				
LABOR				
Task #	Person	Hours	Rate	Labor Cost
7	Wolsfeld Jr.	4	\$90.00	\$360.00
7	Langlois, Suz	2	\$30.40	\$60.80
Subtotal Labor				\$420.80
OVERHEAD				
		Labor	Rate	Total OH
		\$420.80	135.00%	\$568.08
Subtotal Labor + Overhead				\$988.88
FEE				
		Labor&OH	Rate	Total fee
		\$988.88	11%	\$108.78
ODCs				
Task #	Type	Amount		Total ODCs
	Travel			
	Reproduction			
	Postage			
	Other			
Total ODCs				\$0.00
DMJM+HARRIS INVOICE TOTAL				
	Total earned			\$1,097.66
	Retainage @ 5%			\$54.88
Total Invoiced Amount				\$1,042.78
SUBCONSULTANT COSTS				
Task #	Firm	Cost		Total Sub Costs
	Enviroscience			\$0.00
	Parsons			\$0.00
	Zimmer Gunsul Frasca			\$0.00
	Manuel Padron & Assoc.			\$0.00
	Anton Lubov & Assoc.			\$0.00
	AECOM Consult.			\$0.00
SUBCONSULTANT TOTAL				
	Total earned			\$0.00
	Retainage @ 5%			\$0.00
Total Invoiced Amount				\$0.00
TOTAL PROJECT				
TOTAL COST				\$1,097.66
Retainage @ 5%				\$54.88
TOTAL NOW DUE				\$1,042.78

7



Bus Unit: RRA
Voucher ID: 00002642

VOUCER Purchase Order Voucher

Page No. 1
Run Date Apr.2004
Run Time 11:16:30 AM

Port ID: RMAP19

Voucher Header Information

Pay Method: System Check

Invoice Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
03.Mar.2004	100-2512-4 (2)	05.Mar.2004	0000155333	DMJM+HARRIS, INC.	ONL	LONGHEKR P		08.Apr.2004	U	Due Now

S	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip
	\$17,002.48	\$0.00	303 EAST WACKER DRIVE SUITE 600			CHICAGO	IL	60611

Billing	Group ID	Sales Tax	Pckp Ord Nbr
IN 00	000560	\$0.00	

Voucher Line Information

#	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
	Central Corridor Project consu	\$17,002.48		\$17,002.48		Y Y Y N	RRA	0000000384	SC

Distribution Line Information

#	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
	421501	12501	150180	00000			2003	G205005			\$17,002.48			N

Account Name: Consulting Services

Department Name: RCRRA-Proj/Grant

ent Comments-Check Stub

ice No. 100-2512-4 (2), dated 3/5/04
ices for January 31, 2004 - February 27, 2004

her Comments

ice total includes -5% retainage

Please send check to Kris Longhenny @ 665 RCGC-west

Share that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

Kris Longhenny

Date

4/8/04

00

IJM Harris - Central Corridor Transit Study - Phase 2

	Invoice #1	Invoice #2
BOR	\$420.80	\$6,673.27
WERHEAD	\$568.08	\$9,008.91
TOTAL OVERHEAD	\$988.88	\$15,682.18
E	\$108.78	\$1,725.04
JB TOTAL LABOR	\$1,097.66	\$17,407.22
RECT COSTS	\$0.00	\$490.12
JUSTMENTS	\$0.00	\$0.00
TOTAL INVOICE	\$1,097.66	\$17,897.34
ETAINAGE (5%)	\$54.88	\$894.87
ET PAY INVOICE	\$1,042.77	\$17,002.48
bsistence	\$0.00	\$151.42
n-Local Transport	\$0.00	\$211.70
cal Transportation	\$0.00	\$127.00
hicle Rental	\$0.00	\$0.00
ipping Charges	\$0.00	\$0.00
ommunications	\$0.00	\$0.00
inting and Reprod	\$0.00	\$0.00
sc Field Supplies	\$0.00	\$0.00
ofessional Services	\$0.00	\$0.00
uipment Rental	\$0.00	\$0.00
scellan Supplies	\$0.00	\$0.00
her	\$0.00	\$0.00
tal DMJM Direct Costs	\$0.00	\$490.12
tal Subcontractors Costs	\$0.00	\$0.00
bcontractors:		
virosience	\$0.00	\$0.00
rsons	\$0.00	\$0.00
nmer Gunsul Frasca	\$0.00	\$0.00
anuel Padron & Assoc.	\$0.00	\$0.00
ton Lubov & Assoc.	\$0.00	\$0.00
COM Consult.	\$0.00	\$0.00
3E's		
anuel Padron & Assoc.	\$0.00	\$0.00
virosience	\$0.00	\$0.00
tal DBE's	\$0.00	\$0.00
3E% Total Contract	0.00%	0.00%
sk 1	\$0.00	\$0.00
sk 2	\$0.00	\$2,307.19
sk 3	\$0.00	\$0.00
sk 4	\$0.00	\$0.00
sk 5	\$0.00	\$0.00
sk 6	\$0.00	\$0.00
sk 7	\$1,097.66	\$16,687.81
ount spent on contract	\$1,042.77	\$18,045.25
ance of contract	\$1,898,857.23	\$1,881,854.75
% FTA Share	\$834.22	\$14,436.20

9

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000155333
DMJM+HARRIS, INC.
303 EAST WACKER DRIVE SUITE 600
CHICAGO IL 60611
United States

Purchase Order	Date	Revision	Page
RRA - 0000000384	04/06/2004		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code: USD		

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt? Y Tax Exempt ID: 999999999999

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Central Corridor Project consulting	1.00	EA	1,899,900.00	1,899,900.00	04/06/2004
Schedule Total						1,899,900.00	

Mfg ID

Item Total 1,899,900.00

Total PO Amount 1,899,900.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

10

DMJM HARRIS

ASE REMIT TO:
 JM+HARRIS
 it Lockbox
 #002607
 Angeles, CA 90074

ount With:

ASEY COUNTY REGIONAL RAILROAD AUTHORITY
 Ramsey County Government Center - West
 V. Kellogg Blvd.
 Paul, MN 55102

Invoice Date: March 5, 2004
 Invoice No.: 100-2512-4(02)
 Job No.: 046106124
 Customer No.: 046000463

: Steven Morris

Central Corridor Project

PROJECT BILLING SUMMARY

FOR SERVICES PERFORMED FROM JANUARY 31, 2004 THROUGH FEBRUARY 27, 2004

TASK

Task #	Budget	Earned			% spent	Paid to date	Pending Payments		
		This period	Previous	To Date			Invoice #	Amount	Total pending
1	\$ 312,800.98	\$0.00	\$0.00	\$0.00	0%				
2	\$ 418,617.74	\$2,307.19	\$0.00	\$2,307.19	1%				
3	\$ 165,797.16	\$0.00	\$0.00	\$0.00	0%				
4	\$ 157,112.30	\$0.00	\$0.00	\$0.00	0%				
5	\$ 139,652.59	\$0.00	\$0.00	\$0.00	0%				
6	\$ 339,707.59	\$0.00	\$0.00	\$0.00	0%				
7	\$ 176,108.74	\$15,590.15	\$1,097.66	\$16,687.81	9%				
ect Total	\$ 1,709,797.10	\$17,897.34	\$1,097.66	\$18,995.00	1.1%				\$0.00

FIRM

Firm	Budget	Earned			% spent	Paid to date	Pending Payments		
		This period	Previous	To Date			Invoice #	Amount	Total pending
M+HARRIS	\$ 830,360.62	\$17,897.34	\$1,097.66	\$18,995.00	2.3%				
oscience	\$ 143,506.48	\$0.00	\$0.00	\$0.00	0.0%				
ons	\$ 130,697.00	\$0.00	\$0.00	\$0.00	0.0%				
er Gunsul Frasca	\$ 157,112.00	\$0.00	\$0.00	\$0.00	0.0%				
el Padron & Assoc.	\$ 108,413.00	\$0.00	\$0.00	\$0.00	0.0%				
Lubov & Assoc.	\$ 35,320.00	\$0.00	\$0.00	\$0.00	0.0%				
DM Consult.	\$ 304,388.00	\$0.00	\$0.00	\$0.00	0.0%				
ct Total	\$ 1,709,797.10	\$17,897.34	\$1,097.66	\$ 18,995.00	1.1%				

PICIPATION BY DBE FIRMS

Firm	Budget	Earned			% spent	Paid to date	Pending Payments		
		This period	Previous	To Date			Invoice #	Amount	Total pending
el Padron	\$ 108,413.18	\$0.00	\$0.00	\$0.00	0.0%				
oscience	\$ 143,506.48	\$0.00	\$0.00	\$0.00	0.0%				
ct Total	\$ 251,919.66	\$0.00	\$0.00	\$0.00	0.0%				

999 Town & Country Road, Orange, California 92868-4786

ORIGINAL

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Longhenry
Authorized Signature

4/14/04
Date

Board Action Requested

Ratify Partial Payment Nos. 1 and 2 in the amount of \$5,899.51 to Goff and Howard, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending February 2004.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Accounts Payable forms and Partial Payment Nos. 1 and 2
3. Goff and Howard, Inc. Invoice Nos. 8704 (1) and 8726 (2) and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

April 20, 2004
Board Date

Kristine A. Longhenry
Signature

April 15, 2004
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Goff and Howard, Inc. for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, Goff and Howard, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through February 2004; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, Goff and Howard, Inc. Invoice No. 8704, Partial Payment No. 1 in the amount of \$2,130.38, and Invoice No. 8726, Partial Payment No. 2 in the amount of \$3,769.13 attachments thereto, provide the correct documentation of payments due Goff and Howard, Inc. through February 2004; Now, Therefore Be It

RESOLVED, Payment to Goff and Howard, Inc. in the amount of \$5,899.51 for services rendered through February 2004, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Business Unit: RRA
Voucher ID: 00002643

VOUCHER Purchase Order Voucher

Page No.
Run Date 08.Apr.2004
Run Time 27:02 AM

Port ID: RMAP19

Voucher Header Information

Pay Method: System Check

Invoice Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
01.2004	8704 (1)	31.Jan.2004	0000030752	GOFF AND HOWARD INC	ONL	LONGHEKR P		08.Apr.2004	U	Due Now

Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip
\$2,130.38	\$0.00	255 E KELLOGG BLVD STE 102			ST PAUL	MN	55101

Billing	Group ID	Sales Tax	Pckp Ord# Nbr
RE	000560	\$0.00	

Voucher Line Information

#	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
	Central Corridor Project Desig	\$2,130.38		\$2,130.38		Y Y Y N	RRA	0000000385	SC

Distribution Line Information

#	Account	Fund	Dept	Program	Class Fid	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
	421501	12501	150180	00000			2003	G205005			\$2,130.38			N

Account Name: Consulting Services Department Name: RCRRA-Proj/Grant

ent Comments-Check Stub

ice No. 8704 (1), dated 1/31/04
ices for January, 2004

her Comments

ice total includes -5% retainage

are that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

K. H. Spiegel

Date

4/8/04

N

f and Howard, Inc. - Central Corridor Trans

	Invoice #1
OR	\$2,242.50
ECT COSTS	\$0.00
IUSTMENTS	\$0.00
TAL INVOICE	\$2,242.50
TAINAGE (5%)	\$112.13
T PAY INVOICE	\$2,130.38
istence	\$0.00
i-Local Transport	\$0.00
al Transportation	\$0.00
icle Rental	\$0.00
pping Charges	\$0.00
nmunications	\$0.00
ting and Reprod	\$0.00
c Field Supplies	\$0.00
fessional Services	\$0.00
ipment Rental	\$0.00
cellan Supplies	\$0.00
ier	\$0.00
al Goff/Howard Direct Costs	\$0.00
al Subcontractors Costs	\$0.00
ocontractors:	
vis Communications	\$0.00
Olson	\$0.00
ta Pata, Inc.	\$0.00
E's	
Olson	\$0.00
ta Pata, Inc.	\$0.00
tal DBE's	\$0.00
E% Total Contract	0.00%
ount spent on contract	\$2,130.38
lance of contract	\$197,869.62
% FTA Share	\$1,704.30

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000030752
GOFF AND HOWARD INC
255 E KELLOGG BLVD STE 102
ST PAUL MN 55101
United States

Purchase Order	Date	Revision	Page
RRA - 0000000385	04/06/2004		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code: USD		

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt? Y Tax Exempt ID: 999999999999

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Central Corridor Project Design	1.00	EA	200,000.00	200,000.00	04/06/2004
Schedule Total						200,000.00	

Mfg ID

Item Total 200,000.00

Total PO Amount 200,000.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

4

INVOICE #8704

January 31, 2004

Mr. Steve Morris
Ramsey County Regional Rail Authority
Suite 665, Ramsey County Government Center – West
50 West Kellogg Blvd.
St. Paul, MN 55102

JANUARY, 2004

174-001 – Central Corridor Project – Communications/Community Outreach

Agency Time \$ 2,242.50

Total Due \$ 2,242.50

10.0 hours	1/23/04 team kick-off meeting – Kris & Ted
5.00 hours	Materials review – Kris & Ted
2.50 hours	Updates/review/strategy – Ted and Kris
2.00 hours	Central Partnership meeting – 1/29/04 - Ted

OK JH



Bus Unit: RRA
Voucher ID: 00002644

VOUCER Purchase Order Voucher

Page No. 1
Run Date 08.Apr.2004
Run Time 11:55:11 AM

Port ID: RMAP19

Voucher Header Information

Pay Method: System Check

Invoice Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
08.Apr.2004	8726 (2)	28.Feb.2004	0000030752	GOFF AND HOWARD INC	ONL	LONGHEKR P		08.Apr.2004	U	Due Now

Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip
\$3,769.13	\$0.00	255 E KELLOGG BLVD STE 102			ST PAUL	MN	55101

Billg	Group ID	Sales Tax	Pckp Ord# Nbr
RE	000560	\$0.00	

Voucher Line Information

#	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
	Central Corridor Project Desig	\$3,769.13		\$3,769.13		Y Y Y N	RRA	0000000385	SC

Distribution Line Information

#	Account	Fund	Dept	Program	Class Fid	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
	421501	12501	150180	00000			2003	G205005			\$3,769.13			N

Account Name: Consulting Services Department Name: RCRRA-Proj/Grant

ent Comments-Check Stub

ice No. 8726 (2), dated 2/28/04
ices for February, 2004

her Comments

ice total includes -5% retainage

are that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

K. Haspel

Date

4/7/04

f and Howard, Inc. - Central Corridor Transit Study - Phase

	Invoice #1	Invoice #2
BOR	\$2,242.50	\$3,967.50
ECT COSTS	\$0.00	\$0.00
JUSTMENTS	\$0.00	\$0.00
TAL INVOICE	\$2,242.50	\$3,967.50
TAINAGE (5%)	\$112.13	\$198.38
T PAY INVOICE	\$2,130.38	\$3,769.13
ssistence	\$0.00	\$0.00
n-Local Transport	\$0.00	\$0.00
al Transportation	\$0.00	\$0.00
icle Rental	\$0.00	\$0.00
pping Charges	\$0.00	\$0.00
mmunications	\$0.00	\$0.00
nting and Reprod	\$0.00	\$0.00
ic Field Supplies	\$0.00	\$0.00
ofessional Services	\$0.00	\$0.00
uipment Rental	\$0.00	\$0.00
scellan Supplies	\$0.00	\$0.00
ier	\$0.00	\$0.00
al Goff/Howard Direct Costs	\$0.00	\$0.00
al Subcontractors Costs	\$0.00	\$0.00
bcontractors:		
vis Communications	\$0.00	\$0.00
Olson	\$0.00	\$0.00
ta Pata, Inc.	\$0.00	\$0.00
E's		
Olson	\$0.00	\$0.00
ta Pata, Inc.	\$0.00	\$0.00
tal DBE's	\$0.00	\$0.00
BE% Total Contract	0.00%	0.00%
ount spent on contract	\$2,130.38	\$5,899.51
alance of contract	\$197,869.62	\$194,100.50
% FTA Share	\$1,704.30	\$4,719.60

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000030752
GOFF AND HOWARD INC
255 E KELLOGG BLVD STE 102
ST PAUL MN 55101
United States

Purchase Order	Date	Revision	Page
RRA - 0000000385	04/06/2004		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code: USD		

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt?	Y	Tax Exempt ID:	99999999999999						
Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date		
1 - 1		Central Corridor Project	1.00	EA	200,000.00	200,000.00	04/06/2004		
		Design							
					Schedule Total	200,000.00			

Mfg ID

Item Total 200,000.00

Total PO Amount 200,000.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

8

INVOICE #8726

February 28, 2004

Mr. Steve Morris
Ramsey County Regional Rail Authority
Suite 665, Ramsey County Government Center – West
50 West Kellogg Blvd.
St. Paul, MN 55102

FEBRUARY, 2004

174-001 – Central Corridor Project – Communications/Community Outreach

Agency Time \$ 3,967.50

Total Due \$ 3,967.50

5.00 hours	Client material review
3.00 hours	Central Corridor Team conference calls, 2/4/04 and 2/18/04
3.50 hours	Client contact and e-mails; scheduling
1.00 hours	Meeting with Alicia Vamp re web site information, 2/13/04
2.00 hours	Central Corridor Partnership Coordination meeting, 2/24/04
13.50 hours	Internal Strategy meetings
5.50 hours	Drafting of outreach materials and service agreements
1.00 hours	Assistance with media call

OK
JH

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Longhene
Authorized Signature

4/15/04
Date

Board Action Requested

Legislative update

ACTION MAY BE TAKEN

Request Justification

An update will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

April 20, 2004
Board Date

Kristine A. Longhene
Signature

April 15, 2004
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

6

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Leispietlaen
Authorized Signature

4/15/04
Date

Board Action Requested

Central Corridor update

DISCUSSION ONLY

Request Justification

An update will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

April 20, 2004

Board Date

Kristine A. Longhney
Signature

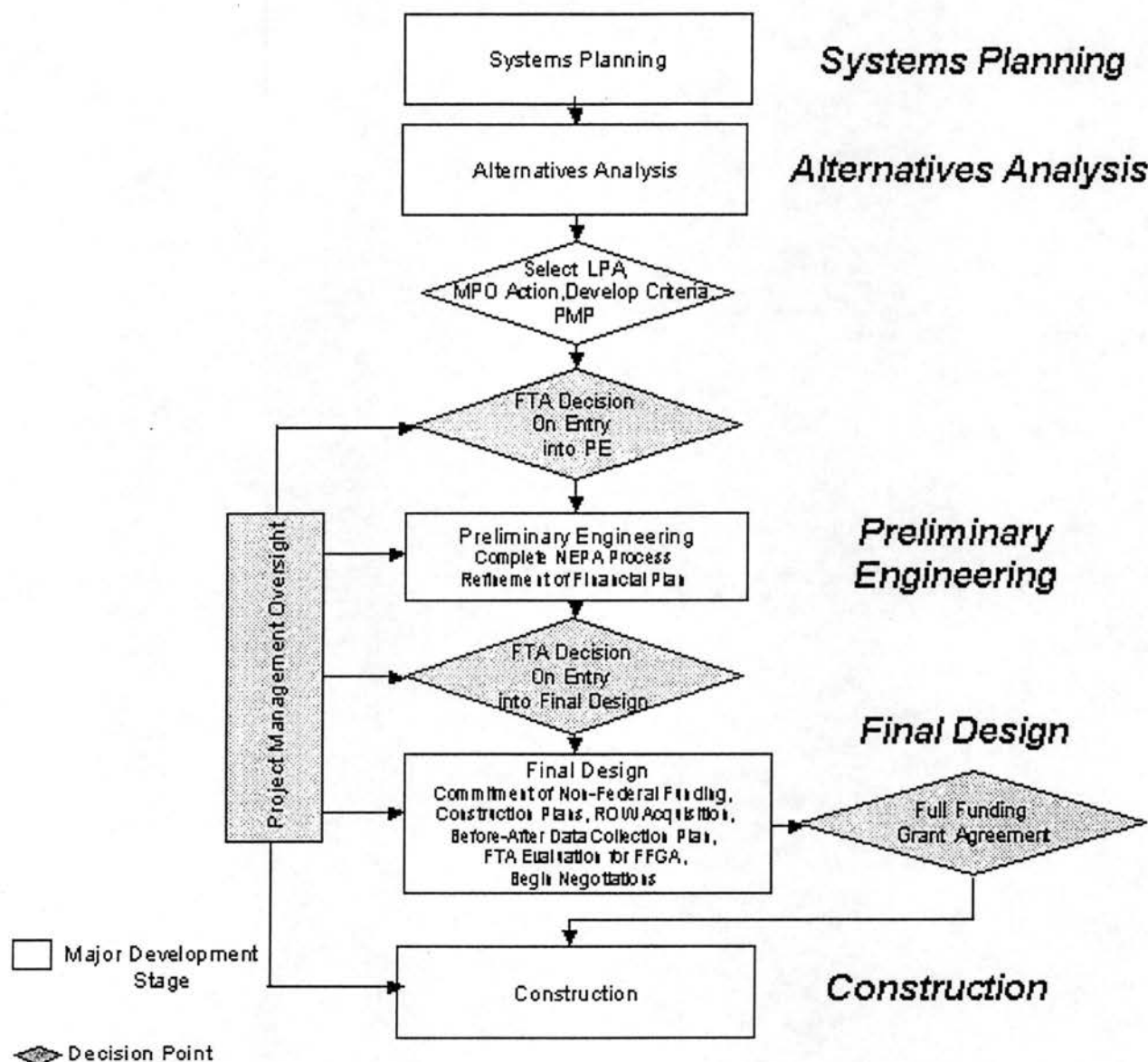
April 15, 2004
Date

Central Corridor Update April 15, 2004

The Central Corridor is currently at the project development stage depicted in the top diamond of the attached FTA flow chart. Components involved are shown in the following table. Changes since the last report are shown in **BOLD**.

Submit Draft AA/DEIS to FTA	Complete.
Phase I Cultural Resources Report	Draft received; 30 day SHPO review complete.
AA/DEIS submitted to FTA with Revisions	Revised AA/DEIS submitted to FTA on February 3 for their review.
FTA Approval of AA/DEIS for Hearings	Spring, 2004. FTA approved changes as submitted but requested some additional narrative. Schedule should still be on track to allow public hearings this summer.
AA/DEIS Released to Public	
Develop Project Management Plan	Draft Complete
Conduct Additional Design and Community Outreach Work	RFP's Issued. Recommendations to RCRRRA on August 26, 2003. Contracts and grant agreements in negotiation. Federal grant approval announced September 19. Contracts approved and signed. Work is underway. Project Management Team being reactivated.
Conduct Phase II Cultural Resources Work	RFP Issued. Proposals for Phase II Cultural Resources work received. SHPO has requested some additional work. Authorization to negotiate a contract approved January 13, 2004. Negotiations with vendor started.
Public Hearings Held by Coordinating Committee	Discussions underway to develop committee schedule starting this summer.
Select Locally Preferred Alternative	
Submit New Starts Criteria to FTA	Met Council

TEA-21 New Starts Planning and Project Development Process



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

7

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Helgeson
Authorized Signature

4/15/04
Date

Board Action Requested

Union Depot update.

DISCUSSION ONLY

Request Justification

Information will be provided at your meeting on the results of a meeting with the Federal Transit Administration.

Budgeting and Accounting

County Attorney

Risk Management

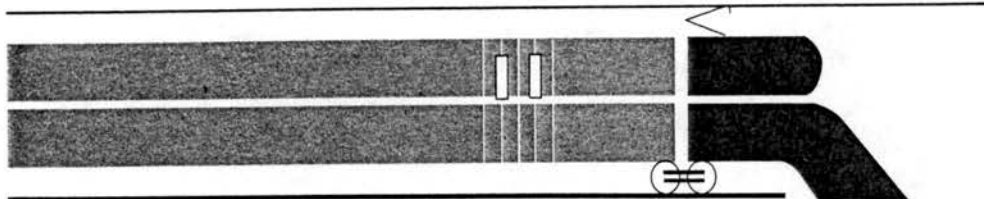
Documentation certified complete for:

April 20, 2004

Board Date

Kristine A. Longhney
Signature

April 15, 2004
Date



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

AGENDA

Regional Railroad Authority Meeting

May 4, 2004

Immediately following Housing and Redevelopment Authority meeting

Third Floor Council Chambers Courthouse

1. * Approve minutes from April 20, 2004 RCRRA meeting
 2. * Legislative update
 3. Central Corridor update
-
- * Action is requested

Meeting Minutes

RAMSEY COUNTY RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on April 20, 2004, in Council Chambers, Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega
Commissioner Tony Bennett
Commissioner Haigh
Commissioner McDonough (arrived at 10:45 a.m.)
Commissioner Victoria Reinhardt
Commissioner Rettman
Commissioner Jan Wiessner

OTHERS PRESENT: Kathy DeSpiegelaere, David McMillan, Kris Longhenry,
Steve Morris

Chair Ortega called the meeting to order at 10:40 am.

1. Approve minutes from April 6, 2004 RCRRA Meeting

A motion was made by Commissioner Bennett, seconded by Commissioner Haigh to approve minutes from the April 6, 2004 RCRRA meeting.

Roll call vote was taken:

Ayes – 6, Nays – 0
Motion accepted

2. Ratify Partial Payment Nos. 15, 16 and 17 in the amount of \$9, 975.33 to LTK Engineering Services, Inc. for consulting services on the Union Depot study for the period ending December 2003.

A motion was made by Commissioner Bennett, seconded by Commissioner Wiessner to ratify Partial Payment Nos. 15, 16 and 17 in the amount of \$9, 975.33 to LTK Engineering Services, Inc. for consulting services on the Union Depot study for the period ending December 2003.

Roll call vote was taken:

Ayes – 6, Nays – 0
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of LTK Engineering Services, Inc. for the purpose of conducting the Union Depot study; and

WHEREAS, LTK Engineering Services, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through December 2003; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, LTK Engineering Services, Inc. Invoice No. 3161.05-004, Partial Payment No. 15 in the amount of \$354.27, Invoice No. 3161.03-003, Partial Payment No. 16 in the amount of \$9,081.46, and Invoice No. 3161.04-004, Partial Payment No. 17 in the amount of \$539.60, attachments thereto, provide the correct documentation of payments due LTK Engineering Services through December 2003; Now, Therefore Be It

RESOLVED, Payment to LTK Engineering Services in the amount of \$9,975.33 for services rendered through December 2003, is hereby ratified.

3. Ratify Partial Payment Nos. 1 and 2 in the amount of \$18, 045.25 to DMJM + Harris, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending February 2004

A motion was made by Commissioner Wiessner, seconded by Commissioner Haigh to ratify Partial Payment Nos. 1 and 2 in the amount of \$18, 045.25 to DMJM + Harris, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending February 2004.

Roll call vote was taken: Commissioner Rettman voted no.

Ayes – 5, Nays – 1
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of DMJM+Harris, Inc. for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, DMJM+Harris, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through February 2004; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, DMJM+Harris, Inc. Invoice No. 100-2098-4, Partial Payment No. 1 in the amount of \$1,042.77, and Invoice No. 100-2512-4, Partial Payment No. 2 in the amount of \$17,002.48 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through February 2004; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$18,045.25 for services rendered through February 2004, is hereby ratified.

4. Ratify Partial Payment Nos. 1 and 2 in the amount of \$5, 899.51 to Goff and Howard, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending February 2004

A motion was made by Commissioner Wiessner, seconded by Commissioner Haigh to ratify Partial Payment Nos. 1 and 2 in the amount of \$5, 899.51 to Goff and Howard, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending February 2004.

Roll call vote was taken: Commissioner Rettman voted no.

Ayes – 5, Nays – 1
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Goff and Howard, Inc. for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, Goff and Howard, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through February 2004; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, Goff and Howard, Inc. Invoice No. 8704, Partial Payment No. 1 in the amount of \$2,130.38, and Invoice No. 8726, Partial Payment No. 2 in the amount of \$3,769.13 attachments thereto, provide the correct documentation of payments due Goff and Howard, Inc. through February 2004; Now, Therefore Be It

RESOLVED, Payment to Goff and Howard, Inc. in the amount of \$5,899.51 for services rendered through February 2004, is hereby ratified.

5. Legislative Update

Commissioner Haigh reported that a meeting with Senator Cohen went well and he thought that if the bonding bill were passed this section, then the Central and Rushline Corridor projects would be included in it. She noted that he will not be on the conference committee and thinks it will be Senator Pappas, whom she has a meeting scheduled with next week. Chair Ortega added that Senator Cohen has RCRRA gratitude for all of his help.

(Commissioner McDonough arrived at this time).

6. Central Corridor Update

Steve reported that RCRRA staff has had response from the Federal Transit Administration (FTA) on the Draft Environmental Impact Statement and FTA is asking for additional narrative, so the process of the narrative being approved should not take more than a few weeks. He noted that the Central Corridor Coordinating Committee might start meeting again in June.

Commissioner Haigh commented that land use issues in the Central Corridor need to be worked out with good working relationships with the City of Saint Paul. She noted that several developments and discussions are going on and RCRRA needs to spend time on what kind of resources will be available.

Commissioner Ortega requested that staff from the City of St. Paul Planning and Economic Development should come and update the board.

7. Union Depot Update

Kathy DeSpiegelaere reported that a second meeting with FTA representatives was held in Chicago last week regarding the Union Depot grant. She commented that a scope of work needs to be done and FTA has requested written concurrence for having an Amtrak station at Union Depot from Amtrak, Hennepin County and Minneapolis. She noted that Region 5 in Chicago will be the granting agency for the federal funds that RCRRA received for the project and the first step is to get an amendment made in the Transportation Improvement Program from the Metropolitan Council, which is already in the process. She added that the second step will be to include in the workplan coordination with other community groups and organizations, the cultural resources piece; similar to the work being conducted on the Central Corridor project and environmental work.

Meeting adjourned at 10:50 a.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY
<u>K. K. Spiegelbauer</u>
Authorized Signature
<u>4/27/04</u>
Date

Board Action Requested

Legislative update

ACTION MAY BE TAKEN

Request Justification

An update will be given at the meeting.

--

Budgeting and Accounting

County Attorney

Risk Management

Marian Holly
Phil MacNeil

Documentation certified complete for:

May 4, 2004

Board Date

Kristine A. Longhenry
Signature

April 27, 2004

Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. H. Spiegel
Authorized Signature

4/27/04
Date

Board Action Requested

Central Corridor update

DISCUSSION ONLY

Request Justification

An update will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

May 4, 2004

Board Date

Kristine A. Longhenry
Signature

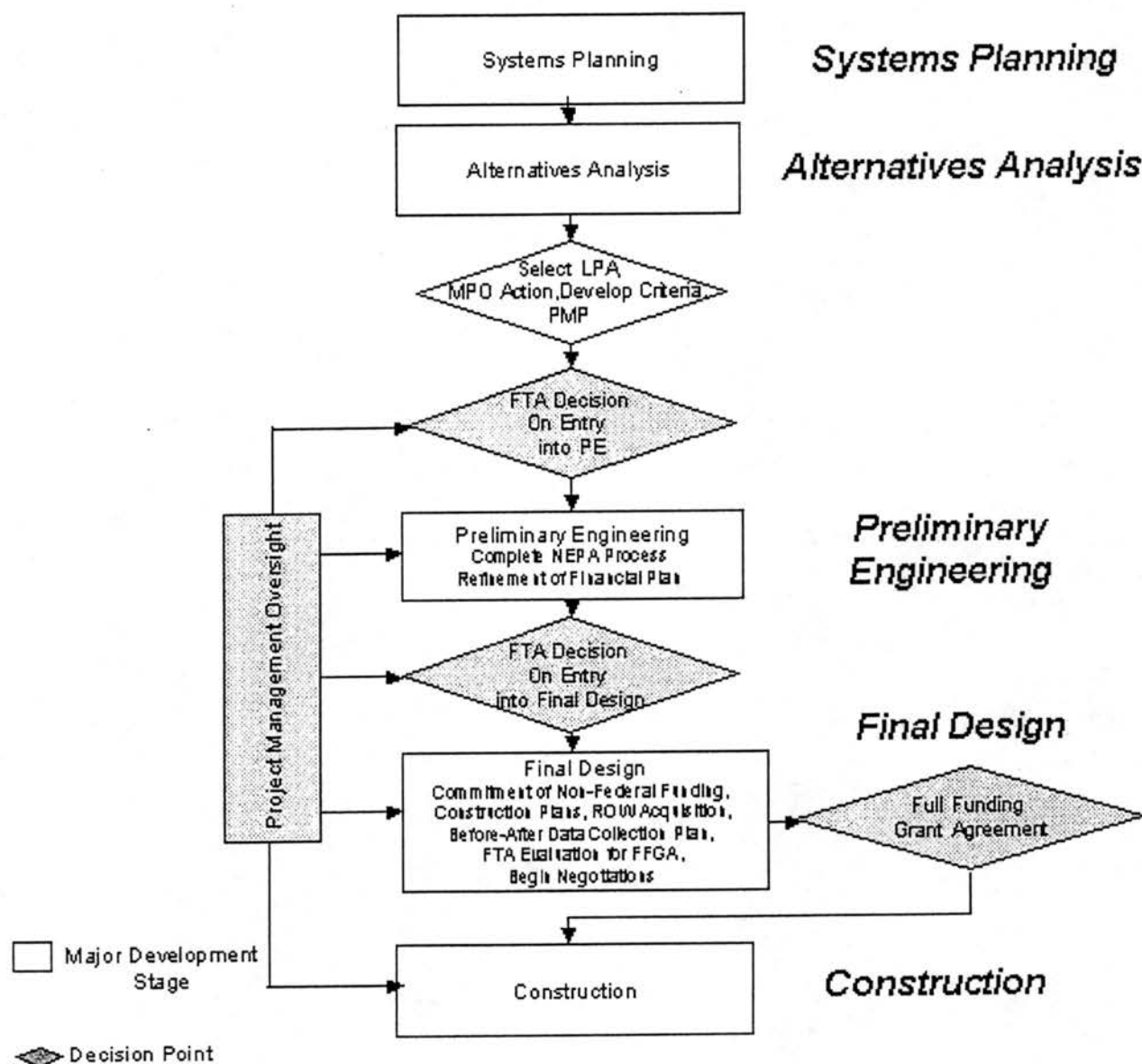
April 27, 2004
Date

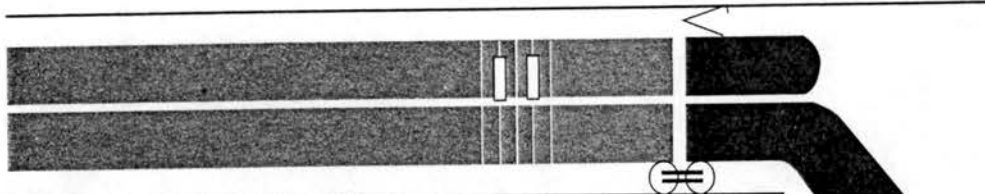
Central Corridor Update April 29, 2004

The Central Corridor is currently at the project development stage depicted in the top diamond of the attached FTA flow chart. Components involved are shown in the following table. Changes since the last report are shown in **BOLD**.

Submit Draft AA/DEIS to FTA	Complete.
Phase I Cultural Resources Report	Draft received; 30 day SHPO review complete.
AA/DEIS submitted to FTA with Revisions	Revised AA/DEIS submitted to FTA on February 3 for their review.
FTA Approval of AA/DEIS for Hearings	Spring, 2004. FTA approved changes as submitted but requested some additional narrative. Schedule should still be on track to allow public hearings this summer.
AA/DEIS Released to Public	
Develop Project Management Plan	Draft Complete
Conduct Additional Design and Community Outreach Work	Contracts approved and signed. Work is underway. Project Management Team being reactivated. Meetings being held with stakeholders. Data collection underway.
Conduct Phase II Cultural Resources Work	RFP Issued. Proposals for Phase II Cultural Resources work received. SHPO has requested some additional work. Contract resolution on May 4, 2004 RCRRA agenda.
Public Hearings Held by Coordinating Committee	Discussions underway to develop committee schedule starting this summer. Tentative meeting date June 24.
Select Locally Preferred Alternative	
Submit New Starts Criteria to FTA	Met Council

TEA-21 New Starts Planning and Project Development Process





Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

AGENDA

Regional Railroad Authority Meeting

May 18, 2004

Immediately following County Board Meeting

Third Floor Council Chambers Courthouse

1. * Approve minutes from May 4, 2004 RCRRRA meeting
 2. Legislative update
 3. Economic development along University Avenue
 4. * Approve contract with 106 Group, Ltd. for consultant services for Phase II
 Cultural Resources Analysis for the Central Corridor for an amount not to exceed
 \$57,400, and authorize the Chair of the RCRRRA to execute the contract
 5. Central Corridor update
- * Action is requested

Meeting Minutes

RAMSEY COUNTY RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on May 4, 2004, in Council Chambers, Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega
Commissioner Tony Bennett
Commissioner Susan Haigh
Commissioner Jim McDonough
Commissioner Victoria Reinhardt
Commissioner Janice Rettman

MEMBERS ABSENT: Commissioner Jan Wiessner

OTHERS PRESENT: Kathy DeSpiegelaere, David McMillan, Steve Morris, Mark Voerding, Julie Kleinschmidt

Chair Ortega called the meeting to order at 9:35 am.

1. Approve minutes from April 20, 2004 RCRRA Meeting

A motion was made by Commissioner Reinhardt, seconded by Commissioner McDonough to approve minutes from the April 20, 2004 RCRRA meeting.

Roll call vote was taken:

Ayes – 6, Nays – 0
Motion accepted

2. Legislative Update

Commissioner Haigh stated that she received figures for the Senate bonding bill, which are as follows:

\$2,000,000 – Northstar
\$100,000 - Life Links Trail
\$5,250,000 - Central Corridor
\$1,000,000 - Rush Line Corridor
\$1,000,000 - Red Rock
\$2,000,000 - Union Depot.

3. Central Corridor

Steve Morris reported that staff planned to have a contract for the Cultural Resources work finalized, but some insurance issues arose disallowing that to take place at the time. He stated that there needs to be some discussion on the exact layout of the tunnel by the

University of Minnesota and there are concerns on how it would work out at Coffman Union and on the east end of the University of Minnesota, because there is talk about having a stadium built on the east end.

Commissioner Ortega asked if the stadium would be a positive to have right next to the University of Minnesota's east end area? Steve Morris responded that the stadium location would be positive for transit, but the design will need coordination with transit.

Kathy DeSpiegaleare noted that the Hiawatha Line will open on Saturday, June 26, 2004. She added that the Metropolitan Transitways Development Board will be sponsoring an event on May 25, 2004, which RCRRA members will be invited to attend.

Meeting adjourned at 9:45 am.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

2

REGIONAL RAILROAD AUTHORITY

[Signature]
Authorized Signature

5/13/04
Date

Board Action Requested

Legislative update

ACTION MAY BE TAKEN

Request Justification

An update will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

May 18, 2004
Board Date

Kristine A. Longhenny
Signature

May 13, 2004
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

[Signature]
Authorized Signature

5/13/04
Date

Board Action Requested

Economic development along University Avenue

DISCUSSION ONLY

Request Justification

A presentation will be made by Joel Spoonheim, St. Paul Planning and Economic Development.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

May 18, 2004
Board Date

Kristine A. Longhenry May 13, 2004
Signature Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Longheary
Authorized Signature

5/13/04
Date

Board Action Requested

Approve contract with 106 Group, Ltd. for consultant services for Phase II Cultural Resources Analysis for the Central Corridor for an amount not to exceed \$57,400, and authorize the Chair of the RCRRA to execute the contract.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from S. Morris dated 4/29/04
 - 3) Proposed contract

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

May 18, 2004

Board Date

Kristine A. Longheary
Signature

May 13, 2004
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, Ramsey County Regional Railroad Authority had issued a request for proposals for consultant services for a Phase II Cultural Resources Analysis for the Central Corridor; and

WHEREAS, Ramsey County Regional Railroad Authority, on January 16, 2004, authorized staff to negotiate a contract with 106 Group, Ltd. for an amount not to exceed \$57,400; Now, Therefore Be It

RESOLVED, Ramsey County Regional Railroad Authority approves the contract with 106 Group, Ltd. through June 30, 2005, at a cost not to exceed \$57,400; and Be It Further

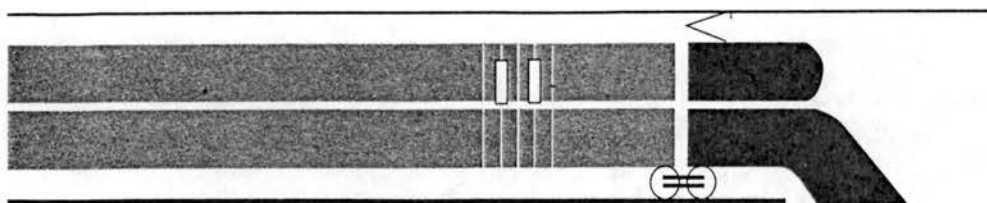
RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute this contract.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

Memorandum

TO: Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager

FROM: Steve Morris, Project Manager

SUBJECT: Contract with 106 Group, Ltd. for Central Corridor Phase II Cultural
Resource Services

DATE: May 13, 2004

The Ramsey County Regional Railroad Authority has authorized staff to negotiate a contract with LTK Engineering Services for an amount not to exceed \$57,400.00 for a Phase II Cultural Resources Analysis of the Central Corridor.

Attached for your review is a copy of the proposed contract and a resolution approving the contract with 106 Group, Ltd. through June 30, 2005 at a cost not to exceed \$57,400.00 for the Phase II Analysis, and to authorize the Chair of the Regional Railroad Authority to execute the contract.

The funds for this contract will be from the federal funding grant agreements between the Ramsey County Regional Railroad Authority and the Metropolitan Council numbered MN-90-X126-00 and MN-03-0087-00.

Recommendation:

Consider the attached resolution authorizing the contract with 106 Group, Ltd.

**RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
CONSULTANT SERVICES AGREEMENT
CENTRAL CORRIDOR
CULTURAL RESOURCES PHASE II ACTIVITIES**

The following is an agreement dated _____, 2004, between 106 Group, Ltd. (hereinafter the "CONTRACTOR") and RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, a political subdivision of the State of Minnesota (hereinafter "RRA").

SECTION I: BASIC SERVICES OF THE CONTRACTOR

1. The Contractor agrees to perform professional services in connection with a Central Corridor Phase II Cultural Resources Investigation and in accordance with Section II and Exhibit A hereof.
2. The Contractor shall perform the project tasks identified in Section II hereof, in accordance with the schedule stated therein and in conjunction with the general conditions outlined in Section III hereof.

SECTION II: PROJECT TASKS

Contractor shall perform all tasks identified in the attached Scope of Work, identified as Exhibit A, which is incorporated herein and made a part hereof by reference.

SECTION III: GENERAL CONDITIONS

1. Nonassignability. The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without prior written consent of the RCRRA.

This section 3.1 shall not apply to the entities or individuals included in the Contractor's original proposal.

2. Independent Contractor. In the performance of this agreement, the Contractor is an independent contractor and neither it, nor its agents, employees, assigns, or other persons—while engaged in the performance of any work or services required to be performed by the RCRRA under this agreement—shall be considered employees of the RCRRA. Nothing contained in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between RCRRA and Contractor.

3. Contractor Funding Source Pass-through Requirements. Funding for this contract is provided in substantial part by the United States and the State of Minnesota through its Department of Transportation (MnDOT) and the Metropolitan Council (the Council).

The Council has entered into two agreements with the RCRRA which are attached hereto and incorporated herein by reference as Attachments B (the State Passthrough Agreement with Attachments) and C (the Direct Passthrough Agreement with Attachments). These Agreements have imposed upon the RCRRA certain operational and reporting requirements which the RCRRA must include in this Contract as obligations of the Contractor (the Pass Through Requirements).

The Contractor agrees that it will comply with the Pass Through Requirements of these agreements. Generally, but without limitation, Contractor shall comply with the requirements of Section 1.02 a through e, Section 3, Section 9 and Section 10 of the State and Council Passthrough Agreements (Attachments B and C), and Article XII and Article XV of the Agreement between MnDOT and the Council incorporated into the State Passthrough Agreement (Attachment B). Contractor also agrees to comply without limitation with any and all rules and regulations of the United States and the State of Minnesota as they are referenced in Attachments B and C, as they exist or may be hereafter changed.

4. Funding Availability. The parties agree and understand that the purchase of services from Contractor under this Contract is wholly dependant on the availability of funding from the United States, State of Minnesota, and Council, and that, but for such funding, the RCRRA would not enter into this contract. Therefore, the RCRRA may, without penalty or damages, at any time cancel this contract or any portion or portions hereof, if the United States, State of Minnesota, or Council terminates, withdraws or otherwise fails to provide such funds. Upon receipt of the RCRRA's notice of cancellation of this Contract, or any portion hereof, the Contractor shall take all actions necessary to discontinue further commitment or expenditure of funds. The RCRRA shall have no liability or responsibility for costs or charges incurred by Contractor after date of such notification.
5. Hold Harmless. The Contractor agrees to defend, indemnify, and hold Ramsey County, RCRRA, its employees, and officials harmless from any claims, demands, actions or causes of actions—including reasonable attorneys' fees—arising out of any act or omission on the part of the Contractor or its subcontractors, partners, or independent contractors, or any of their agents or employees in the performance of (or with relation to) any of the work or services to be performed or furnished by the Contractor or the subcontractors, partners, independent contractors—or any of their agents or employees—under the terms of this agreement.
6. Alteration. Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

7. Insurance.

- a) Contractor shall purchase and maintain such insurance as will protect the contractor from claims which may arise out of, or result from, the contractor's operations under the contract—whether such operations be by the Contractor, subcontractor, anyone directly employed by them, or by anyone for whose acts any one of them may be liable.
- b) Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the County.

- 1) General Liability Insurance
Commercial General Liability Insurance
(ISO CGL)

Minimum Limits:

\$1,000,000 each event limit
\$2,000,000 general aggregate
\$2,000,000 products/completed operations total limit
\$1,000,000 personal injury and advertising liability

The policy is to be written on an occurrence basis or as acceptable to the County's Risk Manager. Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis and if coverage is provided for X, C, U hazards if applicable.

- 2) Automobile Liability Insurance

- a) Minimum limit: \$750,000 combined single-limit
- b) Coverage shall include hired, non-owned and owned automobiles.

- 3) Workers' Compensation & Employer's Liability

- a) Workers' Compensation per Minnesota State statute
- b) Employer's Liability shall have Minimum Limits:
\$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit

Other States Coverage

- 4) Professional Liability Insurance (such coverage shall include contractual liability coverage over this agreement)

Minimum limits:

\$1,000,000 per claim
\$1,000,000 aggregate

5) License as required

- c) All certificates of insurance shall provide that the insurance company give the RCRRA thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.
- d) The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this contract.
- e) The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable certificate of insurance with the County Risk Manager. Copies of insurance policies shall be submitted to the RCRRA upon request.
- f) Nothing in this contract shall constitute a waiver by County of any statutory limits or exceptions on liability.
- g) Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's rating for the insurer shall be noted on the certificate and shall not be less than a B+.
- h) On the certificate, agent shall certify that the agency carries error and omissions coverage.

8. Non-Conforming Services. The acceptance by the RCRRA of any non-conforming services under the terms of this contract, or the foregoing of any of its rights or remedies arising under this contract, shall not constitute a waiver of the RCRRA's right to conforming services or any rights or remedies in respect to any subsequent breach or default of the terms, conditions and covenants of the contract. The rights and remedies of the RCRRA are cumulative and not mutually exclusive.

9. Waste Reduction. The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications, and documents produced as a result of this contract shall be printed on both sides of paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks and shall be bound in a manner that does not use glue.

10. Setoff. Notwithstanding any provision of this agreement to the contrary, the Contractor shall not be relieved of liability to the RCRRA by virtue of any breach of this Agreement by the Contractor. The RCRRA may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the RCRRA from the Contractor is determined.
11. Equal Employment Opportunity. The Contractor agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference, disability, or age. When required by law and requested by the RCRRA, the Contractor shall furnish a written affirmative action plan.
12. Disadvantaged Business Enterprise. A DBE goal of 15% has been set for this project.
13. Termination.
 - a) With Cause. The RCRRA reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the RCRRA. In the event that the RCRRA exercises its right of suspension or termination under this Paragraph, it shall submit written notices to the Contractor specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.
 - b) Without Cause. The RCRRA may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days written notice thereof to the other party. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner for up to and including the effective date of termination. Notwithstanding any other provisions of this agreement, in the event that the Metropolitan Council rescinds pass-through funding for this project, the RCRRA may immediately terminate this agreement by written notice to the Contractor.
14. Compliance with Applicable Law. The Contractor 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 in effect or hereafter promulgated during the term of this agreement insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor 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.

15. Access to Documents.

- a) The RCRRA, its authorized representative, or the State Auditor shall have full access to all records relating to the performance of this Agreement.
- b) The Contractor agrees to maintain records relative to all services provided by it under the terms of this Agreement and shall retain all such documentation for six (6) years following the termination of this Agreement. Such records shall be made available for audit or inspection at any time upon request of the RCRRA or its authorized representative.

16. Contractor Reporting Requirements. The Contractor shall provide RCRRA, at its request, with such documentation, invoices, reports and other materials as shall enable or be necessary for the RCRRA to comply with any of its reporting requirements under Attachments B and C.

17. Data Practices. All data collected, created, received, maintained, or disseminated for any purpose during the course of Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act or other statutes, and any federal statutes and regulations on data privacy. The Contractor agrees to comply strictly with these statutes, rules, and regulations.

18. Conflict of Interest. The Contractor affirms that, to the best of the Contractor's knowledge, the Contractor's involvement in this contract does not result in a conflict of interest with any party or entity that may be affected by the terms of this contract. The Contractor agrees that, should any conflict or potential conflict of interest become known to the Contractor, the Contractor will immediately notify the RCRRA of the conflict or potential conflict, specifying the part of this contract giving rise to the Conflict or potential conflict, and will advise the County whether the Contractor will or will not resign from the other engagement or representation.

19. Interpretation of Agreement; Venue. This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

20. Term. This Agreement shall be in force and effect from May 4, 2004, through June 30, 2005, or until earlier terminated by the parties hereto pursuant to this Agreement. The work program described in the scope of work is designed to require no more than twelve months to complete.

21. Ownership of Work Products. All work products, including but not limited to concepts, ideas, layouts, drawings, maps, models, computer programs or simulations, photography, scripts, graphics, reports and recommendations prepared or furnished by the consultant pursuant to this Agreement, shall be the property of the RCRRA; provided however, that the consultant shall be entitled to retain copies of all such work products. No work products or other information generated under this Agreement shall be released by the consultant, employees, or agents without the express written consent of the RCRRA's authorized representative.
22. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

SECTION IV: PAYMENT

1. As and for payment to Contractor for completion of the project tasks stated in Section II and Exhibit A hereof, the RCRRA shall pay contractor according to the Labor and Expenses identified in Exhibit A, which is attached hereto and incorporated herein.
2. Contractor shall bill the RCRRA no more frequently than monthly. For labor costs, the invoice will identify by Task the name of the employee; the number of hours worked; the hourly Labor Rate; and the total cost of Labor for each employee and each task. For reimbursable expenses, as defined in Section 1.11 of the RCRRA's Request For Proposals (RFP), the Contractor shall submit documentation showing the nature and amount of the expense. Reimbursement shall be made only for such reimbursable expenses.
3. Contractor shall complete all project tasks stated in Section II and Exhibit A for an amount not to exceed the sum of fifty seven thousand, four hundred dollars (\$57,400.00) (Contract Maximum).

Cost overruns for tasks within the Scope of Work shall be the responsibility of the Contractor to the extent their cumulative effect exceeds the Contract Maximum, unless such costs have been approved by the RCRRA. Costs for additional or changed services requested by the RCRRA shall be payable in excess of the Contract Maximum only if provided for in an amendment to this Agreement.

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

106 GROUP, LTD.

BY: _____
Rafael E. Ortega, Chair
Ramsey County Regional Railroad Authority

By:  _____
Its: PRESIDENT

9

APPROVED AS TO FORM:

BY: *Art Martin*
Assistant County Attorney

RECOMMENDED FOR APPROVAL

BY: *K. H. Spengler*
Director

BUDGETING AND ACCOUNTING

BY: *Mark Johnson*

Funds Available: 2501 150180 00000 G205005 421501

ATTACHMENT A CONTRACTOR SCOPE OF WORK, LABOR AND EXPENSE RATES

Introduction

The purpose of the Phase II cultural resources investigation is to evaluate all properties identified as potentially historic, within the current Central Transit Corridor alignment, to determine if they are eligible for listing on the National Register of Historic Places (NRHP), and if so, assess the effects of the proposed undertaking on those properties.

The study area extends from the western terminus in downtown Minneapolis along Washington Avenue through the University of Minnesota campus, and continues east on University Avenue to the Capitol area, and terminates in downtown St. Paul. This project will be receiving federal funding. The investigation will be conducted in accordance with all applicable federal and state guidelines and standards.

The Phase II investigation will include:

- Evaluation of 19 individual properties for NRHP eligibility;
- Preparation of a Multiple Property Documentation Form (MPDF) for the freight transfer hub around University Avenue, that includes 24 properties in the area of potential effect;
- Identification of contributing and non-contributing properties in the proposed Prospect Park Historic District (within the area of potential effect [APE]); and
- Re-visiting properties determined eligible in the 1995 study to ensure the properties are still extant and maintain their integrity.

The tasks required for the investigation are outlined below.

Task 1. Background Research

- Background research will be conducted to establish historical context to evaluate the 19 individual properties, to develop the freight transfer MPDFD, and to identify contributing and non-contributing properties in the Prospect Park historic District. The following repositories and source types will be used.
- Minnesota SHPO - historic context notebooks, property type files, National Register and Inventory files for Prospect Park, and previous studies.
- Minnesota Historical Society (MHS) - historical maps, atlases, historic photographs, secondary sources, newspapers, city directories, and other related documentation.
- Minneapolis and St. Paul city libraries - historical maps, atlases, historic photographs, secondary sources, and other related documentation.
- University of Minnesota - aerial photographs, secondary sources, and other related documentation.

- Northwest Architectural Archives – source data on important architects.

Previous studies from 1995 and other pertinent reports will be utilized for this project and incorporated into the final analysis and report.

Task 2: Survey

- An intensive-level survey of the 14 individual properties and the MPDF properties will be performed.
- Survey of comparative properties may be conducted, if necessary.
- Survey of portions of Prospect Park within the area of potential effect to determine the contributing and non-contributing status of properties.
- Black-and-white photographs will be taken in accordance with Minnesota SHPO standards.
- The 106 Group architectural historian will maintain detailed field notes throughout the survey.

Task 3: Report and Deliverables

- The methods and results of the Phase II investigation will be presented in a technical report meeting all applicable federal and state standards. The report will include the results of the background research and field investigations, a historical narrative and evaluation of each individual property and those within the MPDF, and recommendations concerning the NRHP eligibility of the property. Contributing and non-contributing properties in Prospect Park Historic District will be identified. Recommendations will be made regarding potential effects to all eligible and listed properties within the Central Transit Corridor APE including those identified in the 1995 study.
- A Minnesota Architecture-History Inventory Form will be completed for each evaluated property and submitted to SHPO upon completion of the final report.
- A draft report will be submitted for review by RCRRA and Mn/DOT.
- It is assumed that up to three draft reports will be prepared and up to 10 final reports produced, including a digital report in pdf format.

Task 4: Coordination and Meetings

- The Project Manager will be responsible for communicating all cultural resources issues to RCRRA, Mn/DOT, and other appropriate agencies. The Project Manager will keep RCRRA closely informed about the project status and submit monthly status reports with invoices.
- Two meetings are anticipated. One during the middle of the project to discuss preliminary findings with Mn/DOT and RCRRA, and one at the conclusion of the project. If attendance at further meetings is requested, it will be invoiced on a time and materials basis.

The 106 Group Labor Rates

Job Category	Titles and Responsibilities	Hourly Rate
Principal	Technical Director	\$115
Professional 5	Operations Manager Archaeologist 5 Historian 5 Graphics/GIS 5	\$96
Professional 4	Archaeologist 4 Historian 4 Graphics/GIS 4 Administrator 4	\$75
Professional 3	Archaeologist 3 Historian 3 Graphics/GIS 3 Administrator 3	\$61
Professional 2	Archaeologist 2 Historian 2 Graphics/GIS 2 Administrator 2	\$52
Professional 1	Archaeologist 1 Historian 1 Graphics/GIS 1 Administrator 1	\$45
Technician 3	Archaeology Technician 3	\$58
Technician 2	Archaeology Technician 2	\$48
Technician 1	Archaeology Technician 1	\$39

ATTACHMENT B

**FTA FUNDING PASS-THROUGH AGREEMENT
Mn/DOT TO COUNCIL TO RCRRA**

ATTACHMENT C
FTA FUNDING PASS-THROUGH AGREEMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Aspegren
Authorized Signature

5/13/04
Date

Board Action Requested

Central Corridor update

DISCUSSION ONLY

Request Justification

An update will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

May 18, 2004

Board Date

Kristine A. Langhenry
Signature

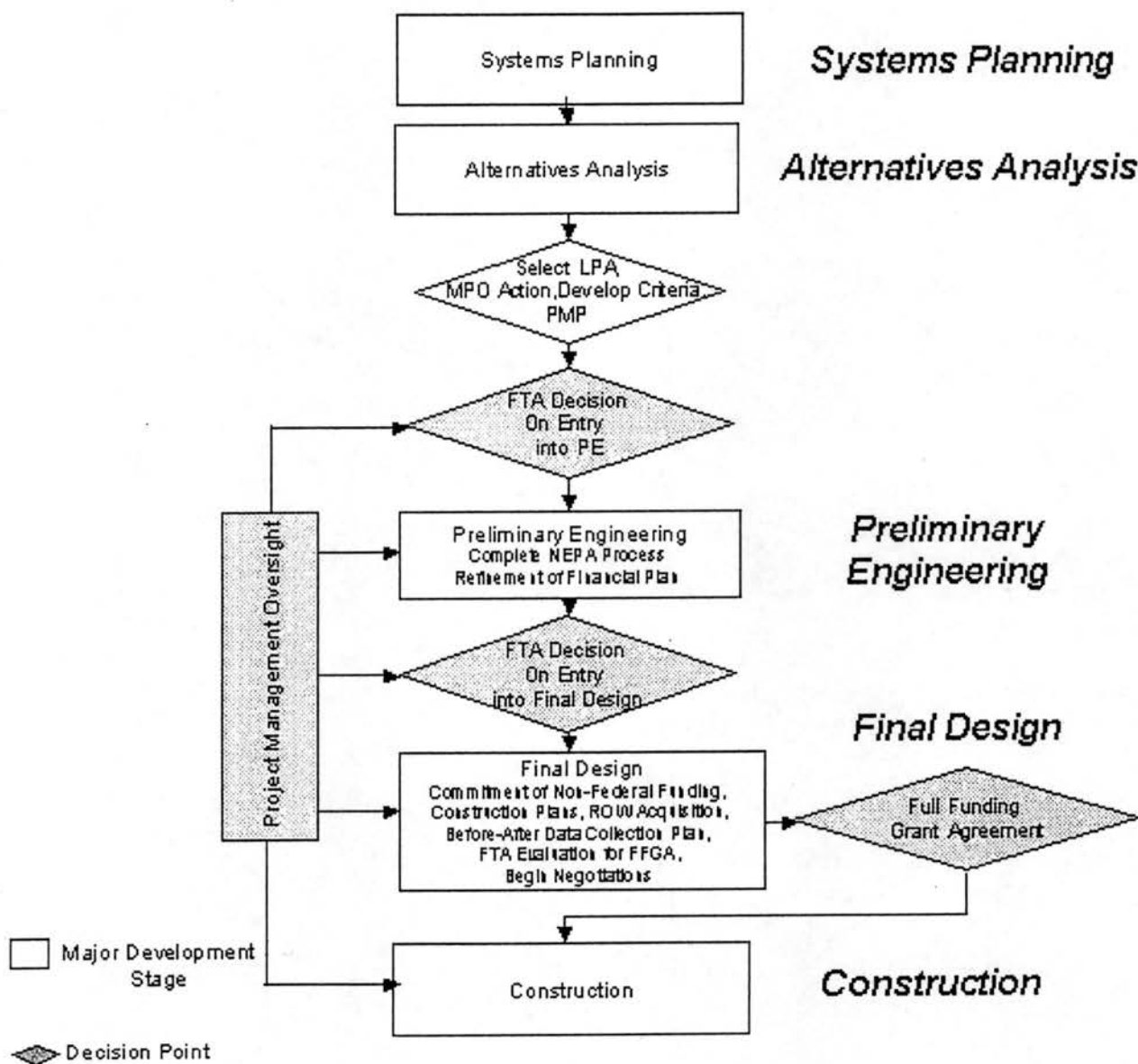
May 13, 2004
Date

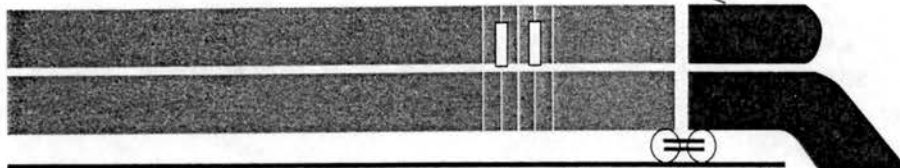
Central Corridor Update May 13, 2004

The Central Corridor is currently at the project development stage depicted in the top diamond of the attached FTA flow chart. Components involved are shown in the following table. Changes since the last report are shown in **BOLD**.

Submit Draft AA/DEIS to FTA	Complete.
Phase I Cultural Resources Report	Draft received; 30 day SHPO review complete.
AA/DEIS submitted to FTA with Revisions	Revised AA/DEIS submitted to FTA on February 3 for their review.
FTA Approval of AA/DEIS for Hearings	Spring, 2004. FTA approved changes as submitted but requested some additional narrative. Schedule should still be on track to allow public hearings this summer.
AA/DEIS Released to Public	
Develop Project Management Plan	Draft Complete
Conduct Additional Design and Community Outreach Work	Contracts approved and signed. Work is underway. Project Management Team being reactivated. Meetings being held with stakeholders. Data collection underway.
Conduct Phase II Cultural Resources Work	RFP Issued. Proposals for Phase II Cultural Resources work received. SHPO has requested some additional work. Contract resolution on May 18, 2004 RCRRA agenda.
Public Hearings Held by Coordinating Committee	Discussions underway to develop committee schedule starting this summer. Tentative meeting date June 24.
Select Locally Preferred Alternative	
Submit New Starts Criteria to FTA	Met Council

TEA-21 New Starts Planning and Project Development Process





Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

AGENDA

Regional Railroad Authority Meeting

June 22, 2004

Immediately following County Board Meeting and/or at 1:30 p.m.

Third Floor Council Chambers Courthouse

1. * Approve minutes from May 18, 2004 RCRRRA meeting
2. Legislative update
3. Lowertown Redevelopment Corporation presentation
4. * Approve Amended and Restated Joint Powers agreement for the Red Rock Corridor Commission and authorize the Chair of the RCRRRA to sign the agreement
5. * Approve extension of Agreement No. 79236 with the Minnesota Department of Transportation for Riverview Corridor Transit Improvements through December 31, 2004 and authorize the Chair of the RCRRRA to execute the amendment to this agreement
6. * Approve extension of Interagency Agreement No. 99024 with the Metropolitan Council for Riverview Corridor Transit Improvements through December 31, 2004 and authorize the Chair of the RCRRRA to execute the amendment to this agreement
7. * Ratify Partial Payment No. 3 in the amount of \$64,284.10 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending April 2, 2004

(continued on back)

8. * Ratify Partial Payment No. 3 in the amount of \$14,204.43 to Goff and Howard, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending March 2004
 9. * Ratify Partial Payment Nos. 17 and 18 in the amount of \$119,730.43 to Metropolitan Council for Riverview Corridor transit improvements of bus shelters, lighting and benches for the period ending April 2004
 11. Central Corridor update
- * Action is requested

Meeting Minutes

RAMSEY COUNTY RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on May 18, 2004, in Council Chambers, Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega
Commissioner Tony Bennett
Commissioner Susan Haigh
Commissioner Jim McDonough
Commissioner Victoria Reinhardt
Commissioner Janice Rettman

MEMBERS ABSENT: Commissioner Jan Wiessner

OTHERS PRESENT: David MacMillan, Steve Morris, Kris Longhenry, Martha Fuller, Joel Spoonheim, Allen Lovejoy

Chair Ortega called the meeting to order at 10:30 am.

1. Approve minutes from May 4, 2004 RCRRA Meeting

A motion was made by Commissioner Bennett, seconded by Commissioner Haigh to approve minutes from the May 4, 2004 RCRRA meeting.

Roll call vote was taken:

Ayes – 6, Nays – 0
Motion accepted

2. Legislative Update

Commissioner Haigh said the RCRRA is in a very good position if there is a special session and the bonding bill passes. She stated that included in the bonding bill are resources for the Central Corridor, Rush Line Corridor and Union Depot.

John Choi stated that the Legislature did not accomplish much with the bonding bill. He noted that the Governor did fix part of the budget and there will probably be a strong push among people who are interested in the bonding bill to have a special session. He commented that hopefully, there will be something this summer after a cooling off period. John believed that significant progress was made despite disagreement during the session. He noted that Central Corridor appropriations were passed in the Senate but not in the House of Representatives. He also commented that \$2 million was funded for Union Depot in the Senate Bill, and Red Rock Corridor was funded for a \$1 million. He stated that the Northstar Corridor is one of the reasons that a special session could happen because of the need to get the non-federal match secured by September 30, 2004. He added that the Cedar Avenue bus project was funded for \$10 million.

Commissioner Haigh reported that next Tuesday, May 25th, there will be a pre-grand opening of the Hiawatha Light Rail line sponsored by the Metropolitan Transitways Development Board (MTDB). She stated that there will be rides on the trains, and the Governor and congressional delegates will be in attendance. She added that the RCRRA will be invited and encouraged them to attend.

3. Economic development along University Avenue

Martha Fuller, Director of Planning and Economic Development (PED) for the City of St. Paul, informed the RCRRA on the economic development plans along University Avenue. She stated that she appreciates the opportunity to work with RCRRA and partnering with them on the Central Corridor. She reported that the City's development strategy for University Avenue and the Central Corridor does reflect the commitment to and anticipation of a major transit investment in the Central Corridor. She noted that the land use plan encourages appropriate development through zoning and other standards and the City has worked very hard with the community to plan for and promote new development that makes sense.

Joel Spoonheim, PED, stated that he will present information on all the identifiable station areas and give updates on the areas that are either on the way or planned to occur in the near future, starting with the western boundary and moving east down University Avenue.

Westgate - West of 280. Emerald Gardens, Waldorf and other hundreds of units of housing are being built less than a block away from the proposed transit corridor. Also by Westgate is the Bio-Sciences initiative, which could create hundreds and thousands of jobs over the near term.

Raymond - The City has already renovated numerous buildings and participated with developers to remodel others. To the east of Raymond Avenue, the City is looking at a major redevelopment of housing in the former Johnson Brother's Liquor Warehouse. This would be about a block and a half away from the transit station. The City is applying for funds to do further planning in this area.

Fairview - Episcopal Homes built a senior housing complex a few years ago at Fairview. Phase III is under construction right now. One hundred and twenty units of senior housing were built, and 50 units are being built this summer. Goodwill Industries has relocated their state headquarters north of University Avenue. Goodwill also owns a large piece of land on University Avenue that is currently a parking lot that will be a large office building. The City is working with the YMCA and the Griggs Midway Building. The Griggs Building employs hundreds of people and is next to the YMCA. The YMCA is in the process of planning for a brand new facility at that site and expanding its capacity. It is also a major childcare provider for the community and they want to retain that in the future. The City is also working with the Griggs and the YMCA to address parking issues.

Snelling - The main area is the former Metro Transit bus garage. The City's goal is to create jobs and tax revenue for that site. Walmart is soon to have their opening on the next

block over in the old Kmart Building. They had over 5,000 job applications for only 300 jobs, which shows that there is a demand for jobs in the Midway area.

Commissioner Bennett stated that the Snelling and University Avenue intersection has been a pollution control problem for the last 30 years and it's the worst site in the seven county metro area. He asked how the City will solve this problem with all the new redevelopment being planned with the potential of a light rail line. Martha Fuller responded that the City is committed to keeping the pollution control at current levels or improving what is current and not slipping back to the levels of five and ten years ago. She stated that Metro Transit still intends to create a bus storage facility on the former bus garage site. She commented that all redevelopment needs to be planned and managed so that air quality standards aren't violated. She noted that from a traffic control standpoint it isn't just an issue of how many cars go through the intersection, but how long they are in the intersection and what other opportunities there may be to direct traffic away from that intersection. She stated that this is a high demand area and there are a number of retailers that would like to be on or around that site. She commented that there is interest in discussing grade separation.

Joel Spoonheim said one of the critical issues planned for the redevelopment of University and Snelling Avenue was how to strengthen traffic flow. He stated that a lot of the traffic gets up to University Avenue and then turns east or west, not northbound except during the State Fair. He commented that in a five to ten-year vision, a private drive that functions as a street through the shopping mall lot east and westbound would make people feel as though they were getting somewhere.

Commissioner Haigh asked if Metro Transit owns the former bus garage site or if the City owns it. Martha Fuller answered that Metro Transit does still own the west portion of the site and the east part of the site is owned by the shopping mall.

Lexington – On the northwest corner, there is a vacant bp/Amoco site. bp/Amoco agreed to sell the site to the adjacent restaurant for expansion, but this is being held up due to reorganization of bp/Amoco. It is hoped that the sale will occur this summer. The southwest corner of Lexington and University Avenues is a vacant shopping mall, which was acquired this winter by Steve Wellington, a St. Paul developer for commercial development, possibly by June.

Dale – A new library will replace the current library at Lexington and will have a number of housing units at the top. Parking will be underground off of University Avenue and the residents will have parking off the backside of the building. The grand opening is planned for October 2005. Also at Dale, on the northwest corner, Western State Bank is planning to build a two-story building. On the northeast corner, where the police station is located, the City is partnering with Greater Frogtown CDC for about 60 units of housing with commercial use on the first floor. Phase II has about another 40 to 50 housing units to be built in 2006. At the Unidale Mall, the City is working with numerous developers who want to remodel the site to reflect the quality of the library development.

Rice - The City of St. Paul does not have land use rights on this corner, the State Capitol does. The Capitol is in the process of acquiring more land on and around Rice Street to

build office buildings. This is consistent with the City's plans to bring more jobs around the corridor.

Capitol East - Serves Regions Hospital and the State Office Building. The new State Office Building has been designed to accommodate light rail.

Commissioner Rettman asked about University United and how PED is involved in the Rock-Tenn with Allan Anderson. Martha Fuller responded that the initiative is critical on the conversion of Xcel's high bridge plant, which essentially eliminates the source of steam that Rock-Tenn uses. She stated that they have wisely identified that this is an issue and are looking to redevelop an alternative source to produce that steam on their own site. She noted that the courts are handling this as well. She commented that Rock-Tenn provides a great source of jobs and as a paper producer. Commissioner Rettman said that she was one of the people that attended the fundraiser and since Ramsey County is so heavily involved in solid waste, it needs to be placed on the County's legislative agenda. She stated that Senator Anderson has done a significant job raising the issue and Rock-Tenn representatives made a presentation to the Solid Waste Management Coordinating Board. She added that the County Board may want to have the Rock-Tenn representatives make a presentation at a County Board meeting.

Commissioner Rettman asked if all the district councils have been involved in all of the redevelopment planning. Joel Spoonheim responded that the City has spent three years of intense planning by making presentations to the district councils, sending postcards to the residents, commercial properties and retailers. He stated that fliers were sent, translators were made available and an intensive outreach was made. He noted that some plans are brought together before the City gets involved and then the City moves forward with helping them plan. He stated that every time the City receives a site plan, it goes out to the District Council for that area within one business day.

Downtown St. Paul - There are currently four stations downtown St. Paul that are proposed for the Central Corridor; stops are at 10th/Cedar, 6th/Cedar, 4th/Cedar and at Union Depot. She stated that the stop at 10th Street is directly across from the new Health and Human Services Building where there is major redevelopment occurring within that facility.

Commissioner Rettman asked if there are efforts to get Target or some similar organization like that to come in that area. Martha Fuller answered that the City would greatly encourage a company like Target or something like it to come into downtown St. Paul. She noted that Target is not making any capital investments at this time. She stated that there is a plan coming together for the broader Fitzgerald area and the 5th Street Apartments and Kellogg Apartments. She commented that the Union Depot project is tied to what happens to the post office. She stated that the City remains quite optimistic that the Eagan location will become the facility for the relocation of the post office, but the post office situation needs resolution before anything can move forward.

Commissioner Haigh asked what feedback they have about moving forward to add an additional stop between Rice and Western Street. Joel Spoonheim responded that the City is open to determining if it is a good site, but doesn't know of any plans for redevelopment in that area.

Commissioner Bennett asked what would happen if a baseball stadium would come to the City of St. Paul. Martha Fuller responded that when the City submitted a proposal to the Gateway Committee, it concluded by SRF, a traffic management firm, that both the Minneapolis and St. Paul proposed sites were adequate with current transportation alternatives. She noted that the Riverview Corridor runs immediately in front of the proposed baseball stadium site. She commented that many people would rely on transit for a baseball stadium and the Xcel and convention center. She added that there are 27,000 proposed parking spots near that site.

Martha Fuller stated that if there is any follow-up information that the City can provide, she would be glad to come in again.

4. Approve contract with 106 Group, Ltd. for consultant services for Phase II Cultural Resources Analysis for the Central Corridor for an amount not to exceed \$57,400, and authorize the Chair of the RCRRA to execute the contract

A motion was made by Commissioner Reinhardt, seconded by Commissioner Haigh to approve contract with 106 Group, Ltd. for consulting services for Phase II Cultural Resources Analysis for the Central Corridor for an amount not to exceed \$57,400 and authorize the Chair of the RCRRA to execute the contract.

Roll call vote was taken: Commissioner Rettman voted no.

Ayes – 5, Nays – 1
Motion accepted

WHEREAS, Ramsey County Regional Railroad Authority had issued a request for proposals for consultant services for a Phase II Cultural Resources Analysis for the Central Corridor; and

WHEREAS, Ramsey County Regional Railroad Authority, on January 16, 2004, authorized staff to negotiate a contract with 106 Group, Ltd. for an amount not to exceed \$57,400; Now, Therefore Be It

RESOLVED, Ramsey County Regional Railroad Authority approves the contract with 106 Group, Ltd. through June 30, 2005, at a cost not to exceed \$57,400; and Be It Further

RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute this contract.

5. Central Corridor update

Commissioner Ortega indicated an update on the Central Corridor was made throughout today's RCRRA meeting.

Meeting adjourned at 11:15 am.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

June 15, 2004

Date

Board Action Requested

Legislative update

ACTION MAY BE TAKEN

Request Justification

An update will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 22, 2004

Board Date

Kristine A. Longheury
Signature

June 15, 2004
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

June 15, 2004

Date

Board Action Requested

Lowertown Redevelopment Corporation
presentation

DISCUSSION ONLY

Request Justification

Mr. Weiming Lu will attend the meeting to present information on plans by the Lowertown Redevelopment Corporation. These plans coordinate with the Rail Authority's Union Depot plans.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 22, 2004

Board Date

Kristine A. Langhewy
Signature

June 15, 2004
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

6/14/04
Date

Board Action Requested

Approve the Amended and Restated Joint Powers Agreement for the Red Rock Corridor Commission and authorize the Chair of the RCRRA to sign the Amended and Restated Agreement

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Memorandum from K. DeSpiegelaere dated 6/17/04
3. Proposed agreement

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 22, 2004

Board Date

Kristine A. Longhurry
Signature

June 15, 2004
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Red Rock Corridor originates in Hastings, through Washington County, Ramsey County, terminating in downtown Minneapolis with connections to other multi-modal transportation options; and

WHEREAS, The Ramsey County Regional Railroad Authority signed a Joint Powers Agreement joining the Red Rock Corridor Commission in 1999; and

WHEREAS, the Joint Powers Agreement for the Red Rock Corridor Commission has been Amended and Restated; Now Therefore Be It

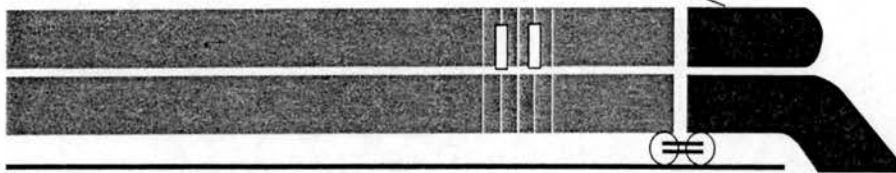
RESOLVED, the Ramsey County Regional Railroad Authority approve the Amended and Restated Joint Powers Agreement for the Red Rock Corridor Commission and authorize the Chair to sign the Amended and Restated Agreement.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Approve Red Rock Corridor Commission Amended and Restated Joint Powers Agreement

Date: June 17, 2004

The Ramsey County Regional Railroad Authority (RCRRA) belongs to the Red Rock Corridor Commission. The Joint Powers Agreement which governs the Commission has been revised in the form of an Amended and Restated Joint Powers Agreement. The following is a highlight of the changes.

Corridor Definition

The Red Rock Corridor is now defined as a transitway corridor originating in Hastings in Dakota County, through Washington County, Ramsey County, and terminating in downtown Minneapolis in Hennepin County with connections to other multi-modal transportation options.

Membership

Amending and restating the Agreement will allow new members to join. St. Paul, Minneapolis, and the University of Minnesota will be invited to join.

Financial Members

Hennepin County Regional Railroad Authority is being added as a Financial Member, joining the Regional Railroad Authorities of Dakota, Ramsey, and Washington. Also, the percentage to which each Financial Member pays is being altered to the agreed upon percentages of Ramsey at 37.5%, Washington at 35%, Hennepin at 17.5%, and Dakota at 10%.

Purpose

This section includes language that allows the Commission to accept delegation from the State or the Metropolitan Council of the responsibility and authority to develop transportation alternatives in the Red Rock Corridor. The current Purpose only allows the analysis of feasibility and environmental impacts and planning beyond the environmental work.

Voting

Financial Members will receive two votes, all other members receive one vote. There will be four Financial Members with two votes each. The other members include Cottage Grove, Denmark Township, Hastings, Newport, and St. Paul Park, and each have one vote. There will be thirteen total votes with the current Commission membership. Potentially the cities of St. Paul and Minneapolis could join, as well as the University of Minnesota; each would receive one vote, which would increase the total votes to sixteen. The decision about the commuter rail alignment between downtown St. Paul and Minneapolis will be made by the full membership of the Commission. Ramsey County Regional Railroad Authority will have two votes in this decision.

Executive Committee

The revised Agreement adds an Executive Committee. This Committee will consist of one representative of the Financial Members and shall develop and make recommendations to the Commission. Additional duties may be assigned as part of the Commission's By-laws.

Once the Agreement has been approved by the original signatories, it will be sent to St. Paul, Minneapolis, and the University of Minnesota in an invitation to join the Commission. The original signatories of the Agreement are Hastings, Denmark Township, Cottage Grove, St. Paul Park, Newport, and the Regional Railroad Authorities of Dakota, Hennepin, Ramsey, and Washington Counties.

Recommendation

I am requesting that you approve the Amended and Restated Joint Powers Agreement for the Red Rock Corridor Commission and authorize the Chair to sign the Amended and Restated Agreement.

Attachments

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT**

This Amended and Restated Joint Powers Agreement, hereinafter together with any supplements, amendments, or exhibits (AGREEMENT) is made and entered into on this _____ day of _____, 200____, by and between the **DAKOTA COUNTY REGIONAL RAILROAD AUTHORITY (DAKOTA)**, **HENNEPIN COUNTY REGIONAL RAIL AUTHORITY (HENNEPIN)**, **RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY (RAMSEY)**, **WASHINGTON COUNTY REGIONAL RAILROAD AUTHORITY (WASHINGTON)**, the city of **COTTAGE GROVE (COTTAGE GROVE)**, the city of **HASTINGS (HASTINGS)**, the city of **MINNEAPOLIS (MINNEAPOLIS)**, the city of **ST. PAUL (ST. PAUL)**, the city of **NEWPORT (NEWPORT)**, the city of **ST. PAUL PARK (ST. PAUL PARK)**, **DENMARK TOWNSHIP (DENMARK)**, and the **UNIVERSITY OF MINNESOTA (UNIVERSITY)** under the authority of and pursuant to the provisions of Minn. Stat. Chapters 398A and 471.59.

WITNESSETH:

WHEREAS, **DAKOTA**, **HENNEPIN**, **RAMSEY**, **WASHINGTON**, **COTTAGE GROVE**, **HASTINGS**, **ST. PAUL PARK**, **NEWPORT**, and **DENMARK** entered into a Joint Powers Agreement establishing the Red Rock Corridor Commission (**COMMISSION**) pursuant to Minn. Stat. §§ 471.59 and 398A.04, subd. 9, said **AGREEMENT** dated march 1999, and

WHEREAS, **DAKOTA**, **HENNEPIN**, **RAMSEY**, **WASHINGTON**, **COTTAGE GROVE**, **HASTINGS**, **ST. PAUL PARK**, **NEWPORT**, and **DENMARK** desire to amend and restate the Joint Powers Agreement and include **MINNEAPOLIS**, **ST. PAUL**, and the **UNIVERSITY** as parties to this **AGREEMENT**; and

WHEREAS, the Red Rock Corridor is defined as the transitway corridor originating in Hastings in Dakota County, through Washington County, Ramsey County, and terminating in downtown Minneapolis in Hennepin 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, including highway commuter and freight line, bus rapid transit, multi-use paths, recreational trails including bicycle trails, and Intelligent Transportation Systems (ITS); 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 commuter rail feasibility study on the Red Rock Corridor and determined that planning for commuter rail in the Red Rock Corridor should continue; and

WHEREAS, Minn. Stat. § 174.80 et seq. grants authority and responsibility to the Minnesota Department of Transportation (MN-DOT) to design, develop, construct, and operate commuter rail in Minnesota and to enter into agreements with joint powers boards to carry out these responsibilities; and

WHEREAS, the COMMISSION intends to work collaboratively with MN-DOT and the Metropolitan Council for the planning and development of commuter rail or other rail or rail beneficial related transit modes in the Red Rock Corridor; and

WHEREAS, it is the desire of the parties hereto to amend and restate the March 1999, Joint Powers Agreement in this agreement.

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

ARTICLE 1. DEFINITIONS

Unless context otherwise requires, the terms defined in this section shall have the meanings stated herein:

1. **Agreement** means this Amended and Restated Joint Powers Agreement.
2. **Commission** shall mean the Joint Powers body established herein.
3. **Effective Date** shall be the date the last original signatory approves this AGREEMENT.
4. **Financial Member** means individually the Dakota County Regional Railroad Authority, Hennepin County Regional Railroad Authority, Ramsey County Regional Railroad Authority, or Washington County Regional Railroad Authority.
5. **Original Signatory** shall mean, individually, Dakota, Hennepin, Ramsey, Washington, Cottage Grove, Hastings, Newport, St. Paul Park, and Denmark.

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 the Minnesota Department of Transportation 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 AGREEMENT shall be effective (EFFECTIVE DATE) when adopted by all ORIGINAL SIGNATORIES. The EFFECTIVE DATE of this AGREEMENT shall be the date on which the last ORIGINAL SIGNATORY approves the AGREEMENT by action of its governing board or council. This AGREEMENT shall remain in full force and effect until terminated by the parties pursuant to Article 9 of the AGREEMENT.

The UNIVERSITY, MINNEAPOLIS, and ST. PAUL will become parties to this AGREEMENT on the later of the date approved by their governing body or the EFFECTIVE DATE herein stated. Provided, however, that if the UNIVERISTY, MINNEAPOLIS, or ST. PAUL, individually, fails to approve the AGREEMENT within one (1) year of the EFFECTIVE DATE, they will not become parties to this AGREEMENT except by amendment to this AGREEMENT.

ARTICLE 4. JOINT POWERS BOARD

There is hereby created a Joint Powers Board as a public entity, to be known as the Red Rock Corridor Commission. The COMMISSION shall be an entity separate from its member bodies and shall not be deemed an agent or partner of the member bodies, and the member bodies 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 Member shall appoint one (1) member and one (1) alternate to the COMMISSION. All other parties to this AGREEMENT shall appoint one (1) member and one (1) alternate to the COMMISSION.

Commission members and alternates must be members of the party, which appoints them. If a Commission member ceases to be a member of such party, his or her membership on the Commission shall cease on the date of cessation of such membership, and the appointing party shall appoint a new member or alternate.

Additional parties may become members of the COMMISSION by amendment to this AGREEMENT pursuant to Article 10 hereof.

Members of the COMMISSION appointed by a Financial Member will have two (2) votes. All other members of the COMMISSION will have one (1) vote.

- B. COMMISSION membership 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 Member.
- 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 may provide for the appointment of ex officio, non-voting members to the COMMISSION by the COMMISSION. The by-laws shall be effective only if approved by unanimous vote of all Financial Members 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 Joint Powers Board 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 the 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.

Notwithstanding any provision to the contrary, following the EFFECTIVE DATE of this AGREEMENT, the term of the prior COMMISSION's officers shall automatically expire and a special election shall be held to elect interim officers. The term of the interim officers commence upon election by the COMMISSION and continue until the first regular meeting of the following year, at which time elections will be held to elect permanent officers pursuant to this section who will serve a term according to this section.

- B. **Executive Committee.** The COMMISSION shall establish an Executive Committee of the COMMISSION consisting of one (1) representative of each Financial Member. The Executive Committee shall develop and make recommendations to the COMMISSION regarding the ongoing responsibilities of the COMMISSION, and shall have such other duties as set forth in the COMMISSION's by-laws.
- C. **Staff.** Each party may provide staff support to the COMMISSION, subject to the approval of the COMMISSION.
- D. **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.
- E. **Meetings.** The COMMISSION shall meet at regular intervals at such times and places as the COMMISSION shall establish in its by-laws. 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.
- F. **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 Partners' 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 (BALANCE CREDIT) to the Dakota County Regional Railroad Authority, Ramsey County Regional Railroad Authority, and Washington County Regional Railroad Authority 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 Members their proportionate share of the budget as follows:

10.0%	Dakota County Regional Railroad Authority
17.5%	Hennepin County Regional Railroad Authority
37.5%	Ramsey County Regional Railroad Authority
35.0%	Washington County Regional Railroad Authority

The assessment for Dakota, Ramsey, and Washington County Regional Railroad Authorities shall be deducted from their respective BALANCE CREDITS.

- B. **Annual Budget.** For the calendar year next following the calendar year in which the EFFECTIVE DATE occurs and all subsequent years, the COMMISSION shall establish and approve a budget. Each Financial Member shall be assessed for its proportionate share of the budget according to the schedule above. The Dakota, Ramsey, and Washington County Regional Railroad Authorities' assessment shall be first deducted from any remaining BALANCE CREDIT, with any remainder due as in Section D hereof.
- C. **Financial Members' Budget Approval.** Adoption of the budget shall require unanimous approval of the Financial 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 Member 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 8(A) hereof.
- 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 member so selected shall apply to transactions of the COMMISSION. Such member 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 Members 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, including, but not limited to, the following:
- 1) It is contemplated that the Financial Members will enter into a cost sharing agreement for the purposes of funding a local 20% share for a Red Rock Corridor alternatives analysis-scoping study to be matched by a federal 80% share from the federal Twin Cities Transitways Grant. By entering into this joint powers agreement, the Federal Members agree to enter into the cost sharing agreement.
 - 2) It is contemplated that some or all of the Financial Members will also enter into a cost sharing agreement for the purposes of funding a local share for draft environmental impact statement to be matched by a federal funding share of draft environment impact statement at a future date.

ARTICLE 9. 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 9. Such disposition of property shall be in accordance with the provisions of Section D of this Article 9.

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

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

ARTICLE 10. 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 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 member 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.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

By:

Rafael Ortega, Chair

Date

And:

Kathy DeSpiegelaere
Kathy DeSpiegelaere, Director
Ramsey County Regional Railroad Authority

6/14/04
Date

Approved as to form and execution:

David MacMillan
David MacMillan, Assistant County Attorney

6/15/04
Date

Mark Johnson
Budget & Accounting

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

6/14/04
Date

Board Action Requested

Approve extension of Agreement No. 79236 with the Minnesota Department of Transportation for Riverview Corridor Transit Improvements through December 31, 2004 and authorize the Chair of the RCRRA to execute the amendment to this agreement.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from K. DeSpiegelaere dated 6/17/04
 - 3) Proposed amendment

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 22, 2004

Board Date

Kristine A. Longhewy
Signature

June 15, 2004

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has Grant No. 79236 with the Minnesota Department of Transportation to add transit improvements of bus shelters, lighting and benches along the Riverview Corridor in the amount of \$1,875,000; and

WHEREAS, The Ramsey County Regional Railroad Authority amended Grant No. 79236 with the Minnesota Department of Transportation for the Metropolitan Council to install bus shelters, lighting and benches along the extension of the Riverview Corridor to the Maplewood Mall with \$317,676 of fund balance from the original Grant Agreement; and

WHEREAS, the Minnesota Department of Transportation Grant No. 79236 will expire July 31, 2004, and is being requested to extend to December 31, 2004 at no additional cost; and

WHEREAS, Interagency Agreement 99024 with the Metropolitan Council is also being amended to reflect this extension; Now, Therefore Be It

RESOLVED, Ramsey County Regional Railroad Authority authorizes its Chair to sign grant 79236 contract amendment four with the Minnesota Department of Transportation for the Riverview Corridor.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary

Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
David Twa, Ramsey County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Grant Contract 79236, Amendment 4, for Riverview Corridor bus shelters with Minnesota Department of Transportation through December 31, 2004, at no additional cost

Date: June 17, 2004

The Ramsey County Regional Railroad Authority (RCRRA) has a grant with the Minnesota Department of Transportation for bus shelters, lighting and benches along the Riverview Corridor. RCRRA has a grant contract with the Metropolitan Council to administer the funding for this work. Metro Transit is placing shelters, lighting and benches along the extension of the Riverview Corridor to the Maplewood Mall in the amount of \$312,310. No additional funds are needed to complete this work.

Attached is Amendment 4 of Grant 79236 with the Minnesota Department of Transportation extending the time of the contract to December 31, 2004. There is no cost to Ramsey County Regional Railroad Authority for the work.

Staff is also requesting an amendment to Interagency Agreement 99024 with the Metropolitan Council for this project also extending the time of the contract to December 31, 2004.

Recommendation:

Consider attached resolution and authorize chair to sign grant contract 79236 amendment 4 with the Minnesota Department of Transportation for the Riverview Corridor.

Attachments

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

CFMS Contract No. A- _____

2. GRANTEE

Grantee certifies that the appropriate person(s) have executed the contract on behalf of Recipient required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Chair

Date: _____

and

By: _____

Title: Director

Date: K. Leispietelore 6/14/04

Dan M. Miller
Asst Ramsey County Attorney

Mark Johnson
Budget & Accounting

3. DEPARTMENT of TRANSPORTATION

By: _____

(with delegated authority)

Title: Director, Office of Transit

Date: _____

4. Mn/DOT EEO Contract Management

By: _____

Title: Contracts Administrator

Date: _____

Amendment No. 4 to Mn/DOT Agreement No. 79236

THIS AMENDMENT is by and between the State of Minnesota, through its Commissioner of Transportation ("STATE") and the **Ramsey County Regional Railroad Authority**, ("GRANTEE"), a railroad authority.

BACKGROUND

STATE has a Grant Contract with GRANTEE, identified as Mn/DOT Agreement No. 79236, as amended, to provide state and federal assistance for transit ways in the metropolitan area. STATE has determined that GRANTEE requires additional time to perform duties under the grant contract.

STATE and GRANTEE agree to amend the Original Grant Contract, as amended, as follows:

REVISION 1. In Article I. TERM OF CONTRACT, delete "July 31, 2004" and insert "December 31, 2004."

The terms of the original grant contract and amendments are expressly reaffirmed and remain in full force and effect. The original grant contract is attached and incorporated into this amendment.

(This space left blank intentionally.)

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

6

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

6/14/04
Date

Board Action Requested

Approve extension of Interagency Agreement No. 99024 with the Metropolitan Council for Riverview Corridor Transit Improvements through December 31, 2004 and authorize the Chair of the RCRRA to execute the amendment to this agreement.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Memorandum from K. DeSpiegelaere, dated 6/17/04
3. Proposed amendment

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 22, 2004
Board Date

Kristine A. Longhenry
Signature

June 15, 2004
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has Grant No. 79236 with the Minnesota Department of Transportation to add transit improvements of bus shelters, lighting and benches along the Riverview Corridor in the amount of \$1,875,000; and

WHEREAS, The Ramsey County Regional Railroad Authority amended Grant No. 79236 with the Minnesota Department of Transportation for the Metropolitan Council to install bus shelters, lighting and benches along the extension of the Riverview Corridor to the Maplewood Mall with \$317,676 of fund balance from the original Grant Agreement; and

WHEREAS, the Metropolitan Council Interagency Agreement 99024 will expire July 31, 2004, and is being requested to extend to December 31, 2004 at no additional cost; and

WHEREAS, Grant No. 79236 with the Minnesota Department of Transportation is also being amended to reflect this extension; Now, Therefore Be It

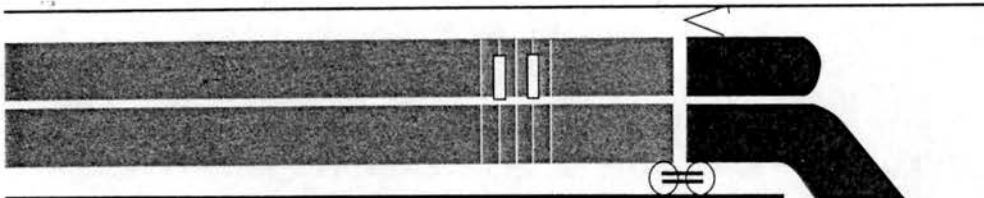
RESOLVED, Ramsey County Regional Railroad Authority authorizes its Chair to sign interagency agreement 99024 contract amendment four with the Metropolitan Council for the Riverview Corridor.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
David Twa, Ramsey County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Interagency Agreement 99024, Amendment 4, for Riverview Corridor bus shelters with Metropolitan Council through December 31, 2004, at no additional cost

Date: June 17, 2004

The Ramsey County Regional Railroad Authority (RCRRA) has a grant with the Minnesota Department of Transportation for bus shelters, lighting and benches along the Riverview Corridor. RCRRA has a grant contract with the Metropolitan Council to administer the funding for this work. Metro Transit is placing shelters, lighting and benches along the extension of the Riverview Corridor to the Maplewood Mall in the amount of \$312,310. No additional funds are needed to complete this work.

Attached is Amendment 4 of Interagency Agreement 99024 with the Metropolitan Council extending the time of the contract to December 31, 2004. There is no cost to Ramsey County Regional Railroad Authority for the work.

Staff is also requesting an amendment to Grant 79236 with the Minnesota Department of Transportation for this project also extending the time of the contract to December 31, 2004.

Recommendation:

Consider attached resolution and authorize chair to sign Interagency Agreement 99024, Amendment 4 with the Metropolitan Council for the Riverview Corridor.

Attachments

**FOURTH AMENDMENT TO AGREEMENT FOR
FUNDING RIVERVIEW CORRIDOR TRANSIT FACILITY IMPROVEMENTS**

The Metropolitan Council and the Ramsey County Regional Railroad Authority (RCRRA) agree that the agreement they entered into December 16 1999 (Contract No. 99-024), relating to design and construction of transit improvements in the Riverview Corridor, is amended in the following particulars:

1. Article IV, **PROJECT TERM**, is amended to read as follows:

IV. PROJECT TERM

The project term for completion of the Riverview Corridor Transit improvement shall be December 31, 2004.

2. The parties agree that this amendment is effective as of June 22, 2004.

Except as amended hereby, the provisions of the above referenced agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives.

**RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY**

METROPOLITAN COUNCIL

By: _____
Rafael E. Ortega, Chair

By: _____
Regional Administrator

Dated: _____

Dated: _____

By: K. DeSpiegelaere 6/14/04
Kathryn DeSpiegelaere, Director

By: _____
Office of General Counsel

By: Will MacMillan
Assistant County Attorney

By: [Signature]
Budget and Accounting

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

7

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

L. H. Spiegelberg
Authorized Signature

6/14/04
Date

Board Action Requested

Ratify Partial Payment No. 3 in the amount of \$64,284.10 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending April 2, 2004.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution
 - 2) Accounts Payable form and Partial Payment No. 3
 - 3) DMJM+Harris, Inc. Invoice No. 100-3005-4(03) and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 22, 2004

Board Date

Kristine A. Longhenry
Signature

June 15, 2004
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of DMJM+Harris, Inc. for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, DMJM+Harris, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through April 2, 2004; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, DMJM+Harris, Inc. Invoice No. 100-3005-4, Partial Payment No. 3 in the amount of \$64,284.10 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through April 2, 2004; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$64,284.10 for services rendered through April 2, 2004, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Business Unit: RRA
Voucher ID: 00002713

VOUCHER Purchase Order Voucher

Page No. 1
Run Date: 01.Jun.2004
Run Time: 11:25:20 AM

Port ID: RMAP19

Voucher Header Information

Pay Method: System Check

Invoice Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
in.2004	100-3005-4(03)	14.Apr.2004	0000155333	DMJM+HARRIS, INC.	ONL	LONGHEKR P		01.Jun.2004	U	Due Now

S	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip
	\$64,284.10	\$0.00	DMJM+HARRIS	WEST LOCKBOX - FILE # 002607		LOS ANGELES	CA	90074

iling	Group ID	Sales Tax	Pckp Ord Nbr
IN	000581	\$0.00	

Voucher Line Information

#	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
	Central Corridor Project consu	\$64,284.10		\$64,284.10		Y Y Y N	RRA	0000000384	SC

Distribution Line Information

#	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
	421501	12501	150180	00000			2003	G205005			\$64,284.10			N

Account Name: Consulting Services

Department Name: RCRRA-Proj/Grant

ent Comments-Check Stub

ice No. 100-3005-4(03), dated 4/14/04
ices for 2/28/04-4/2/04

her Comments

se send check to Kris Longhenry at 665 RCGC-West

lare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

Kris Longhenry

Date

6/1/04

2

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000155333
DMJM+HARRIS, INC.
303 EAST WACKER DRIVE SUITE 600
CHICAGO IL 60611
United States

Purchase Order	Date	Revision	Page
RRA - 0000000384	04/06/2004		1
Payment Terms	Freight Terms		Ship Via
Due Now	Origin PPD Allowed		US MAIL
From Date	To Date		
Buyer: RRA	Currency Code: USD		

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt? Y Tax Exempt ID: 999999999999

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Central Corridor Project consulting	1.00	EA	1,899,900.00	1,899,900.00	04/06/2004
Schedule Total						1,899,900.00	

Mfg ID

Item Total 1,899,900.00

Total PO Amount 1,899,900.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

3

DMJM Harris - Central Corridor Transit Study - Phase 2			
	Invoice #1	Invoice #2	Invoice #3
LABOR	\$420.80	\$6,673.27	\$19,486.91
OVERHEAD	\$568.08	\$9,008.91	\$26,307.33
TOTAL OVERHEAD	\$988.88	\$15,682.18	\$45,794.24
FEE	\$108.78	\$1,725.04	\$5,037.37
SUB TOTAL LABOR	\$1,097.66	\$17,407.22	\$50,831.60
DIRECT COSTS	\$0.00	\$490.12	\$16,835.87
ADJUSTMENTS	\$0.00	\$0.00	\$0.00
TOTAL INVOICE	\$1,097.66	\$17,897.34	\$67,667.47
RETAINAGE (5%)	\$54.88	\$894.87	\$3,383.37
NET PAY INVOICE	\$1,042.77	\$17,002.48	\$64,284.10
Subsistence	\$0.00	\$151.42	\$430.12
Non-Local Transport	\$0.00	\$211.70	\$0.00
Local Transportation	\$0.00	\$127.00	\$123.25
Vehicle Rental	\$0.00	\$0.00	\$157.46
Shipping Charges	\$0.00	\$0.00	\$102.71
Communications	\$0.00	\$0.00	\$54.38
Printing and Reprod	\$0.00	\$0.00	\$0.00
Misc Field Supplies	\$0.00	\$0.00	\$0.00
Professional Services	\$0.00	\$0.00	\$0.00
Equipment Rental	\$0.00	\$0.00	\$0.00
Miscellan Supplies	\$0.00	\$0.00	\$0.00
DMJM Direct Costs	\$0.00	\$490.12	\$867.92
Total Subcontractors Costs	\$0.00	\$0.00	\$15,967.95
Subcontractors:			
Enviroscience	\$0.00	\$0.00	\$8,898.44
Parsons	\$0.00	\$0.00	\$1,834.10
Zimmer Gunsul Frasca	\$0.00	\$0.00	\$3,142.97
Manuel Padron & Assoc.	\$0.00	\$0.00	\$1,218.78
Anton Lubov & Assoc.	\$0.00	\$0.00	\$873.66
AECOM Consult.	\$0.00	\$0.00	\$0.00
DBE's			
Manuel Padron & Assoc.	\$0.00	\$0.00	\$1,218.78
Enviroscience	\$0.00	\$0.00	\$8,898.44
Total DBE's	\$0.00	\$0.00	\$10,117.22
DBE% Total Contract	0.00%	0.00%	14.95%
Task 1	\$0.00	\$0.00	\$8,471.31
Task 2	\$0.00	\$2,307.19	\$17,240.69
Task 3	\$0.00	\$0.00	\$8,577.25
Task 4	\$0.00	\$0.00	\$3,142.97
Task 5	\$0.00	\$0.00	\$13,440.91
Task 6	\$0.00	\$0.00	\$873.66
Task 7	\$1,097.66	\$16,687.81	\$15,920.68
Amount spent on contract	\$1,042.77	\$18,045.25	\$82,329.35
Balance of contract	\$1,898,857.23	\$1,881,854.75	\$1,817,570.65
80% FTA Share	\$834.22	\$14,436.20	\$65,863.48

DMJM HARRIS

PLEASE REMIT TO:
DMJM+HARRIS
Attn: Lockbox
Box #002607
Los Angeles, CA 90074

In Account With:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
665 Ramsey County Government Center - West
50 W. Kellogg Blvd.
St. Paul, MN 55102

Invoice Date: April 14, 2004
Invoice No.: 100-3005-4(03)
Job No.: 046106124
Customer No.: 046000463

Attn: Steven Morris

Re: Central Corridor Project

PROJECT BILLING SUMMARY

FOR SERVICES PERFORMED FROM FEBRUARY 28, 2004 THROUGH APRIL 2, 2004

BY TASK

Task #	Budget	Earned			% spent	Paid to date	Pending Payments		
		This period	Previous	To Date			Invoice #	Amount	Total pending
1	\$ 312,800.98	\$8,471.31	\$0.00	\$8,471.31	3%				
2	\$ 418,617.74	\$17,260.69	\$2,307.19	\$19,567.88	5%				
3	\$ 165,797.16	\$8,577.25	\$0.00	\$8,577.25	5%				
4	\$ 157,112.30	\$3,146.05	\$0.00	\$3,146.05	2%				
5	\$ 139,652.59	\$13,440.91	\$0.00	\$13,440.91	10%				
6	\$ 339,707.59	\$873.66	\$0.00	\$873.66	0%				
7	\$ 176,108.74	\$15,920.68	\$16,687.81	\$32,608.49	19%				
Project Total	\$ 1,709,797.10	\$67,690.55	\$18,995.00	\$86,685.55	5.1%				\$0.00

FIRM

Firm	Budget	Earned			% spent	Paid to date	Pending Payments		
		This period	Previous	To Date			Invoice #	Amount	Total pending
DMJM+HARRIS	\$ 830,360.62	\$51,719.52	\$18,995.00	\$70,714.52	8.5%				
Enviroscience	\$ 143,506.48	\$8,898.44	\$0.00	\$8,898.44	6.2%				
Parsons	\$ 130,697.00	\$1,834.10	\$0.00	\$1,834.10	1.4%				
Zimmer Gunsul Frasca	\$ 157,112.00	\$3,146.05	\$0.00	\$3,146.05	2.0%				
Manuel Padron & Assoc.	\$ 108,413.00	\$1,218.78	\$0.00	\$1,218.78	1.1%				
Anton Lubov & Assoc.	\$ 35,320.00	\$873.66	\$0.00	\$873.66	2.5%				
AECOM Consult.	\$ 304,388.00	\$0.00	\$0.00	\$0.00	0.0%				
Project Total	\$ 1,709,797.10	\$67,690.55	\$18,995.00	\$86,685.55	5.1%				

PARTICIPATION BY DBE FIRMS

Firm	Budget	Earned			% spent	Paid to date	Pending Payments		
		This period	Previous	To Date			Invoice #	Amount	Total pending
Manuel Padron	\$ 108,413.18	\$1,218.78	\$0.00	\$1,218.78	1.4%				
Enviroscience	\$ 143,506.48	\$8,898.44	\$0.00	\$8,898.44	10.3%				
Project Total	\$ 251,919.66	\$10,117.22	\$0.00	\$10,117.22	11.7%				

999 Town & Country Road, Orange, California 92868-4786

ORIGINAL

OK
JH

5

Invoice Date: April 14, 2004
 Invoice No.: 100-3005-4(03)

DMJM+HARRIS COSTS				
LABOR				
Task #	Person	Hours	Rate	Labor Cost
1	Desai, Dru	38.0	\$79.81	\$3,032.78
1	Rossler, Karen	4.0	\$53.70	\$214.80
2	Boone, Alan	25.0	\$58.83	\$1,470.75
2	Deline, Lisa	40.0	\$23.56	\$942.40
2	Fuller, Hugh	25.0	\$57.50	\$1,437.50
2	Hook, Dana	6.0	\$37.30	\$223.80
2	Miller, Richard	8.0	\$27.20	\$217.60
2	Moore, Arlene	8.0	\$21.80	\$174.40
2	Phan, Han	31.0	\$29.95	\$928.45
2	Waltz, Todd	4.0	\$27.30	\$109.20
5	Haugh, Tiffany	5.5	\$20.00	\$110.00
5	Mitsongkroh, Ben	80.0	\$21.35	\$1,708.00
5	Araujo, Maureen	62.0	\$46.25	\$2,867.50
7	Berry, Joan	76.0	\$65.83	\$5,003.08
7	Langlois, Suzanne	22.0	\$30.40	\$668.80
7	Lindsey, Shanta	7.5	\$14.38	\$107.85
7	Wolsfeld Jr., Richard	3.0	\$90.00	\$270.00
Subtotal Labor				\$19,486.91
OVERHEAD				
		Labor	Rate	Total OH
		\$19,486.91	135.00%	\$26,307.33
Subtotal Labor + Overhead				\$45,794.24
FEE				
		Labor&OH	Rate	Total fee
		\$45,794.24	11%	\$5,037.37
ODCs				
Task #	Type	Amount		Total ODCs
2	Travel (Fuller)	\$747.96		\$747.96
7	Travel (Wolsfeld)	\$37.25		\$37.25
7	Postage	\$102.71		\$102.71
Total ODCs				\$887.92
DMJM+HARRIS INVOICE TOTAL				
	Total earned			\$51,719.52
	Retainage @ 5%			\$2,585.98
Total Invoiced Amount				\$49,133.54
SUBCONSULTANT COSTS				
Task #	Firm	Cost		Total Sub Costs
2	Enviroscience	\$2,155.29		\$2,155.29
3	Enviroscience	\$6,743.15		\$6,743.15
3	Parsons	\$1,834.10		\$1,834.10
4	Zimmer Gunsul Frasca	\$3,146.05		\$3,146.05
5	Manuel Padron & Assoc.	\$1,218.78		\$1,218.78
6	Anton Lubov & Assoc.	\$873.66		\$873.66
SUBCONSULTANT TOTAL				
	Total earned			\$15,971.03
	Retainage @ 5%			\$798.55
Total Invoiced Amount				\$15,172.47
TOTAL NOW DUE				\$64,306.02

6

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

8

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Spiegel
Authorized Signature

6/14/04
Date

Board Action Requested

Ratify Partial Payment No. 3 in the amount of \$14,204.43 to Goff and Howard, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending March 2004.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Accounts Payable form and Partial Payment No. 3
3. Goff and Howard, Inc. Invoice No. 8762 (3) and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 22, 2004

Board Date

Kristine A. Longhewey
Signature

June 15, 2004
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Goff and Howard, Inc. for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, Goff and Howard, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through March 2004; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, Goff and Howard, Inc. Invoice No. 8762, Partial Payment No. 3 in the amount of \$14,204.43 attachments thereto, provide the correct documentation of payments due Goff and Howard, Inc. through March 2004; Now, Therefore Be It

RESOLVED, Payment to Goff and Howard, Inc. in the amount of \$14,204.43 for services rendered through March 2004, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Business Unit: RRA
Voucher ID: 00002714

VOUCHER Purchase Order Voucher

Page No. 1
Run Date: 01.Jun.2004
Run Time: 11:58:33 AM

Port ID: RMAP19

Voucher Header Information

Pay Method: System Check

Invoice Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
Jun.2004	8762	31.Mar.2004	0000030752	GOFF AND HOWARD INC	ONL	LONGHEKR P		01.Jun.2004	U	Due Now

S	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip
	\$14,204.43	\$0.00	255 E KELLOGG BLVD STE 102			ST PAUL	MN	55101

Billing	Group ID	Sales Tax	Pckp Ord# Nbr
RE	000581	\$0.00	

Voucher Line Information

#	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
	Central Corridor Project Desig	\$14,204.43		\$14,204.43		Y Y Y N	RRA	0000000385	SC

Distribution Line Information

#	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
	421501	12501	150180	00000			2003	G205005			\$14,204.43			N

Account Name: Consulting Services

Department Name: RCRRA-Proj/Grant

ent Comments-Check Stub

ice No. 8762, dated 3/31/04
ices for March, 2004

her Comments

stments were made to the invoice. Retainage was taken from the previous two invoices when retainage wasn't supposed to be kept. These two amounts of \$112.13 and \$198.38 were paid out of this ice. KAL

lare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

K. K. K. K. Date 6/1/04

2

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000030752
GOFF AND HOWARD INC
255 E KELLOGG BLVD STE 102
ST PAUL MN 55101
United States

Purchase Order	Date	Revision	Page
RRA - 0000000385	04/06/2004		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code:		USD

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt? Y Tax Exempt ID: 99999999999999

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Central Corridor Project Design	1.00	EA	200,000.00	200,000.00	04/06/2004
Schedule Total						200,000.00	

Mfg ID

Item Total 200,000.00

Total PO Amount 200,000.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

3

Goff and Howard, Inc. - Central Corridor Transit Study - Phase 2

	Invoice #1	Invoice #2	Invoice #3
LABOR	\$2,242.50	\$3,967.50	\$13,800.00
DIRECT COSTS	\$0.00	\$0.00	\$93.92
ADJUSTMENTS	\$0.00	\$0.00	\$310.51
TOTAL INVOICE	\$2,242.50	\$3,967.50	\$14,204.43
RETAINAGE (5%)	\$112.13	\$198.38	\$0.00
NET PAY INVOICE	\$2,130.38	\$3,769.13	\$14,204.43
Subsistence	\$0.00	\$0.00	\$0.00
Non-Local Transport	\$0.00	\$0.00	\$0.00
Local Transportation	\$0.00	\$0.00	\$0.00
Vehicle Rental	\$0.00	\$0.00	\$0.00
Shipping Charges	\$0.00	\$0.00	\$18.92
Communications	\$0.00	\$0.00	\$0.00
Printing and Reprod	\$0.00	\$0.00	\$0.00
Misc Field Supplies	\$0.00	\$0.00	\$0.00
Professional Services	\$0.00	\$0.00	\$0.00
Equipment Rental	\$0.00	\$0.00	\$0.00
Miscellan Supplies	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$75.00
Total Goff/Howard Direct Costs	\$0.00	\$0.00	\$93.92
Total Subcontractors Costs	\$0.00	\$0.00	\$0.00
Subcontractors:			
Davis Communications	\$0.00	\$0.00	\$0.00
CJ Olson	\$0.00	\$0.00	\$0.00
Pata Pata, Inc.	\$0.00	\$0.00	\$0.00
DBE's			
CJ Olson	\$0.00	\$0.00	\$0.00
Pata Pata, Inc.	\$0.00	\$0.00	\$0.00
Total DBE's	\$0.00	\$0.00	\$0.00
DBE% Total Contract	0.00%	0.00%	0.00%
Amount spent on contract	\$2,130.38	\$5,899.51	\$20,103.94
Balance of contract	\$197,869.62	\$194,100.50	\$179,896.07
80% FTA Share	\$1,704.30	\$4,719.60	\$16,083.15

Phone (651) 292-8062
Fax (651) 292-8091

INVOICE #8762

March 31, 2004

Mr. Steve Morris
Ramsey County Regional Rail Authority
Suite 665, Ramsey County Government Center – West
50 West Kellogg Blvd.
St. Paul, MN 55102

MARCH, 2004

174-001 – Meetings/Strategy

Agency Time \$ 2,875.00

1.75 hours	Mark Andrew meeting, 3/1/04
1.75 hours	Central Corridor Team conference calls, 3/17/04 and 3/31/04
5.25 hours	Client contact and e-mails; scheduling
6.75 hours	Central Corridor Team meeting with DMJM, 3/3/04
1.50 hours	Steve Morris/Joan Berry meeting, 3/24
<u>8.00 hours</u>	Internal Strategy meetings
25.00 hours	Total

174-002 – Materials

Agency Time \$ 690.00

5.00 hours	Writing fact sheet and interview question document
<u>1.00 hours</u>	Review and edits; client approval process
6.00 hours	Total

Stein & Associates (proofing) 25.00

174-002 total 715.00

174-004 – Communications/Community Outreach Plan

Agency Time \$ 3,220.00

19.50 hours	Research, information gathering and writing
6.25 hours	Review and edits
1.00 hours	Client review and approval process
<u>1.25 hours</u>	Client edits and resubmission
28.00 hours	Total

Stein & Associates (proofing) 25.00

174-004 total •• 3,245.00

OK *fl*

5

INVOICE #8762

March 31, 2004

Mr. Steve Morris
Ramsey County Regional Rail Authority
Suite 665, Ramsey County Government Center – West
50 West Kellogg Blvd.
St. Paul, MN 55102

MARCH, 2004

174-005 – Outreach Meetings

Agency Time 1,006.25

0.75 hours Jane Prince meeting, 3/9/04
1.00 hours Lea Shuster meeting, 3/9/04
2.00 hours Midway Chamber meeting, 3/19/04
2.00 hours University of Minnesota meeting, 3/23/04
2.00 hours Outreach strategy
1.00 hours Partnership news conference
8.75 hours Total

174-006 – Powerpoint Presentation (Sue Haigh)

Agency Time \$ 2,702.50

8.75 hours Research, information gathering and writing
4.25 hours Review and edits
7.50 hours Slide layout
1.00 hours Client review and approval process
1.25 hours Presentation review with Sue
0.75 hours Client edits and resubmission
23.50 hours Total

Dynamex 18.92

Stein & Associates (proofing) 25.00

174-002 total 2,746.42

174-007 – Web Site Review/Updates

Agency Time 1,150.00

6.00 hours Review of current web site and meeting on plan of action
1.00 hours Meeting with Steve Morris on plan of action, 3/30/04
3.00 hours Begin rewrite and reorganization of web site information
10.00 hours Total

6

Phone (651) 292-8062
Fax (651) 292-8091

INVOICE #8762

March 31, 2004

Mr. Steve Morris
Ramsey County Regional Rail Authority
Suite 665, Ramsey County Government Center – West
50 West Kellogg Blvd.
St. Paul, MN 55102

MARCH, 2004

174-008 – Mailing List Updates

Agency Time 2,156.25

2.00 hours	List review and strategy for update process
14.25 hours	Seek updated information via web research, phone book and phone calls
<u>2.50 hours</u>	Entry of list updates
18.75 hours	Total

Total Due \$ 13,893.92

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

9

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. H. Spiegel
Authorized Signature

6/14/04
Date

Board Action Requested

Ratify Partial Payment Nos. 17 and 18 in the amount of \$119,730.43 to Metropolitan Council for Riverview Corridor transit improvements of bus shelters, lighting and benches for the period ending April 2004.

ACTION IS REQUESTED

Request Justification

Ramsey County Regional Railroad Authority has contracted the professional services of Metropolitan Council for the purpose of constructing Riverview Corridor transit improvements of bus shelters, lighting and benches. Payment in the amount of \$119,730.43 for the period ending April 2004 will be issued upon approval by the Director of Ramsey County Regional Railroad Authority in accordance with contract provisions and Rail Authority Resolution No. 99-36. Payment documentation is being submitted for ratification in compliance with the latter.

See attached:

1. Proposed resolution ratifying payment
2. Accounts Payable forms and Partial Payment Nos. 17 and 18
3. Metropolitan Council Invoice Nos. NCV-2838 and NCV-2918 and attachments.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 22, 2004

Board Date

Kristine A. Longhenry
Signature

June 15, 2004
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional services of Metropolitan Council for the purpose of constructing Riverview Corridor transit improvements of bus shelters, lighting and benches; and

WHEREAS, Metropolitan Council has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through April 2004; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, Metropolitan Council Invoice Nos. NCV-2838, Partial Payment No. 17 in the amount of \$65,105.58, and NCV-2918, Partial Payment No. 18 in the amount of \$54,624.85 attachments thereto, provide the correct documentation of payments due Metropolitan Council through April, 2004; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$119,730.43 for services rendered through April 2004, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Business Unit: RRA
Voucher ID: 00002678

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 11.May.2004
Run Time 1:56:28 PM

Port ID: RMAP19

Voucher Header Information

Pay Method: System Check

Invoice Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
May.2004	NCV-2838	31.Mar.2004	0000023268	METRO TRANSIT	ONL	LONGHEKR P		11.May.2004	U	Due Now
S	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
	\$65,105.58	\$0.00	560 6TH AVE N			MPLS	MN	55411		
Billing	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000573	\$0.00								

Voucher Line Information

#	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
	Professional Serv-Bal of PO 15	\$65,105.58		\$65,105.58		Y Y Y N	RRA	0000000266	SC

Distribution Line Information

#	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
	491306	12501	150180	00000			2002	G205004			\$65,105.58			N
Account Name: Other Governmental Units						Department Name: RCRRA-Proj/Grant								

Client Comments-Check Stub

Invoice No. NCV-2838, dated 3/31/04
Review Corridor Transit Facility Improvements for March, 2004

Other Comments

I declare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

K. H. Spiegel Date 5/14/04

N

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000023268
METRO TRANSIT
560 6TH AVE N
MPLS MN 55411
United States
Fax: 612-349-7763

Purchase Order	Date	Revision	Page
RRA - 0000000266	01/24/2003		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		Currency Code: USD
Buyer: RRA			

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt? Y Tax Exempt ID: 999999999999

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Professional Serv-Bal of PO 156	1.00	EA	1,627,197.78	1,627,197.78	01/24/2003
Schedule Total						1,627,197.78	

Mfg ID

Item Total 1,627,197.78

Total PO Amount 1,627,197.78

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

3

Kris

*invoice
attached*

DATE: April 29, 2004
TO: Files
FROM: Laurence R. Schumi *LR Schumi*
SUBJECT: Project 63955 Riverview Corridor Bus Stop
Summary of Invoice Items, Invoice NCV-2838 dated 3/31/04
Items related to Sub-Project CP06 CP24, Bus Stop Amenities

BACKGROUND

This report describes the charges being billed to Ramsey County through its interagency agreement #99024 with Metro Transit (Metropolitan Council) through the above referenced invoice.

Note that at the beginning of this project, for a short time, the bus stop amenities project and the special downtown shelters project shared the same sub-project number. Those earlier expenses have been identified and separated out. All future charges are being assigned to their appropriate sub-projects. Another sub-project, CP24, has been assigned to expenses that are associated with the northeast extension of the Riverview Corridor

SUMMARY

See next page

cc: Current Invoice

Project 63955 Sub-Project CP06 & CP24 Expense Notes

AP	DATE	FUND	ACCT	ORG	PROG	AMT	VOUCHER	GRP	VEND	REMARKS
ap00035240	3/1/04	816	63210	43410	099	65,105.58	01023338	JF4084	Duo Gard	6 Shelters purchased through the purchase option to be installed as part of the Northeast Extension phase of the project.

	Key To Significant Entries:	
Account Number	63210	Labor expenses
Org(anization)	43410	Each department may have one or more of these #s 43410 is Engineering and Facilities Department
Sub Class	CP24	Riverview Corridor, Bus Stop Amenities sub-project CP24 relates to the extended project
Vendor	See AP Detail	Duo-Gard is the shelter supplier
Fund	816	Fund number – represents (FTA) grant funds through I/A agreement #99024 (and 79236).

Any labor charges being billed were reviewed after each every-other-week pay period and signed off as part of internal review process.

NOTE: At beginning of this project the fund numbers and the sub-class numbers (sub-project numbers) were not yet given their final, specific assignments. These earlier charges for advertisements for requests for proposals are valid for what is now referred to as sub-project CP06 (Bus Stop Amenities) and Fund 816 (the FTA grant source).

INVOICE

Please Remit To:

Metro Transit
Accounts Receivable
560-6th Avenue North
Minneapolis, MN 55411-4398

Page: 1
Invoice No: NCV-2838
Invoice Date: 03/31/2004
Customer Number: RAMREG
Payment Terms: Due 30 dys
Due Date: 04/30/2004

Customer:

RAMSEY CO. REGIONAL RR AUTHORITY
ATTN: KATHRYN DESPIEGELAERE
50 W. Kellogg Blvd. Suite 665
St. Paul, MN 55102

AMOUNT DUE: \$ 65,105.58

\$ _____
Amount Remitted

Please detach top portion of invoice and remit with payment. Please include invoice number on check.

For billing questions, please call (612) 349-7734

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1			RIVERVIEW COR Riverview Corridor Bus Stop	1.00	EA	65,105.58	65,105.58
			RIVERVIEW CORRIDOR TRANSIT FACILITY IMPROVEMENTS				
			Contract #99-024 Project #63955				
			March, 2004				
			Reimbursement due to Metro Transit for costs of transit improvements per attached detail				
			Contact Steve Honigman with questions 612-349-7733				
			NOTE: INVOICE MAILED 4/27/2004				

SUBTOTAL:

65,105.58

TOTAL AMOUNT DUE :

\$ 65,105.58

T. F. Thorstenson

R. M. Rovang

Vince Pellegrin

signature

date

Please pay 4/22/04
T. F. Thorstenson

Richard M. Rovang

TH

5-3-04

AP Detail by Project ,Fund & Date

Journal	Acctg Date	Fund	Acct	Org	Program	Sub-Cls	Project/ Grant	Monetary Amount	Voucher	Group	Name
AP00035240	2004-03-01	816	63210	43410	099	CP24	63955	20,984.76	01023338	JF4084	DUO-GARD INDUSTRIES
AP00035240	2004-03-01	816	63210	43410	099	CP24	63955	44,120.82	01023338	JF4084	DUO-GARD INDUSTRIES
63210 Total								65,105.58			

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Business Unit: RRA
Voucher ID: 00002688

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 3.May.2004
Run Time 11:26:57 AM

Port ID: RMAP19

Voucher Header Information

Pay Method: System Check

<u>Invoice Dt</u>	<u>Invoice ID</u>	<u>Invoice Dt</u>	<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Origin</u>	<u>Preparer</u>	<u>Entry Stat</u>	<u>Acctg Dt</u>	<u>Post Stat</u>	<u>Pymnt Trms</u>
May.2004	NCV-2918	30.Apr.2004	0000023268	METRO TRANSIT	ONL	LONGHEKR P		13.May.2004	U	Due Now

<u>S</u>	<u>Gross Amt</u>	<u>Use Tax</u>	<u>Address1</u>	<u>Address2</u>	<u>Address3</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
	\$54,624.85	\$0.00	560 6TH AVE N			MPLS	MN	55411

<u>Billing</u>	<u>Group ID</u>	<u>Sales Tax</u>	<u>Pckp Ord# Nbr</u>
RE	000573	\$0.00	

Voucher Line Information

<u>#</u>	<u>Description</u>	<u>Merch Amt</u>	<u>Inv Item I</u>	<u>Unit Price</u>	<u>Prorate</u>	<u>S</u>	<u>U</u>	<u>F</u>	<u>1099</u>	<u>PO Business Unit</u>	<u>PO Id</u>	<u>PO Type</u>
	Professional Serv-Bal of PO 15	\$54,624.85		\$54,624.85		Y	Y	Y	N	RRA	0000000266	SC

Distribution Line Information

<u>#</u>	<u>Account</u>	<u>Fund</u>	<u>Dept</u>	<u>Program</u>	<u>Class Fld</u>	<u>Client Name</u>	<u>BP</u>	<u>Project ID</u>	<u>Open Item ID</u>	<u>Status</u>	<u>Merch Amt</u>	<u>Stat Cd</u>	<u>Statistic Amt</u>	<u>Asset</u>
	491306	12501	150180	00000			2002	G205004			\$54,624.85			N

Account Name: Other Governmental Units

Department Name: RCRRA-Proj/Grant

Client Comments-Check Stub

Invoice No. NCV-2918, dated 4/30/04
Review Corridor Transit Facility Improvements for April, 2004

Other Comments

Declare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

K. Halpigelaeu Date *5/14/04*

8

4

Run Time 11:19:5

Budget BP		Fund		Department				Project/Grant				Program		
2002		12501 Ramsey Co Regional Rail Auth		150180 RCRRA-Proj/Grant				G205004 RRA MNDOT Riverview Trnsit I				00000 All Programs		
Account	Type	BU	Requisition/PO/Voucher ID	Ln ##	Sc ##	Act Type	Ds ##	Line Stat	Date	Hdr Stat	Vendor ID/Name	Amount	Pre-Encumbrance	Encumbrance
491306	PO	RRA	0000000266	1	1	DST	1	O/V	24-JAN-2003	D	0000023268 Metro Transit	1,627,197.78 CR		
	Vchr	RRA	00002073	1			1	/V	04-FEB-2003	P	Invoice ID: NCV-1950	29,611.44 DB		
	Vchr	RRA	00002093	1			1	/V	10-FEB-2003	P	Invoice ID: NCV-1994	39,335.78 DB		
	Vchr	RRA	00002151	1			1	/V	17-MAR-2003	P	Invoice ID: NCV-2055	15,276.75 DB		
	Vchr	RRA	00002177	1			1	/V	17-APR-2003	P	Invoice ID: NCV-2128	51,652.40 DB		
	Vchr	RRA	00002236	1			1	/V	09-JUN-2003	P	Invoice ID: NCV-2233	110,823.90 DB		
	Vchr	RRA	00002301	1			1	/V	17-JUL-2003	P	Invoice ID: NCV-2297	127,483.51 DB		
	Vchr	RRA	00002325	1			1	/V	14-AUG-2003	P	Invoice ID: NCV-2341	57,648.96 DB		
	Vchr	RRA	00002367	1			1	/V	18-SEP-2003	P	Invoice ID: NCV-2399	77,374.14 DB		
	Vchr	RRA	00002395	1			1	/V	09-OCT-2003	P	Invoice ID: NCV-2458	235,584.25 DB		
	Vchr	RRA	00002431	1			1	/V	18-NOV-2003	P	Invoice ID: NCV-2544	99,164.01 DB		
	Vchr	RRA	00002474	1			1	/V	29-DEC-2003	P	Invoice ID: NCV-2594	1,792.44 DB		
	Vchr	RRA	00002503	1			1	/V	26-JAN-2004	P	Invoice ID: NCV-2649	268,691.65 DB		
	Vchr	RRA	00002678	1			1	/V	11-MAY-2004	U	Invoice ID: NCV-2838	65,105.58 DB		447,652.97
Total Account: 491306 Other Governmental Units												0.00	447,652.97	
Total Program: 00000 All Programs												0.00	447,652.97	
Total Project/Grant: G205004 RRA MNDOT Riverview Trnsit Imp												0.00	447,652.97	
Total Department: 150180 RCRRA-Proj/Grant												0.00	447,652.97	
Total Fund: 12501 Ramsey Co Regional Rail Auth												0.00	447,652.97	

End of Report

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000023268
METRO TRANSIT
560 6TH AVE N
MPLS MN 55411
United States
Fax: 612-349-7763

Purchase Order	Date	Revision	Page
RRA - 0000000266	01/24/2003		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA		Currency Code: USD	

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt? Y Tax Exempt ID: 999999999999

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Professional Serv-Bal of PO 156	1.00	EA	1,627,197.78	1,627,197.78	01/24/2003
Schedule Total						1,627,197.78	

Mfg ID

Item Total 1,627,197.78

Total PO Amount 1,627,197.78

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

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INVOICE

Please Remit To:

Metro Transit
Accounts Receivable
560-6th Avenue North
Minneapolis, MN 55411-4398

Page: 1
Invoice No: NCV-2918
Invoice Date: 04/30/2004
Customer Number: RAMREG
Payment Terms: Due 30 dys
Due Date: 05/30/2004

Customer:

RAMSEY CO. REGIONAL RR AUTHORITY
ATTN: KATHRYN DESPIEGELAERE
50 W. Kellogg Blvd. Suite 665
St. Paul, MN 55102

AMOUNT DUE: \$ 54,624.85

\$ _____
Amount Remitted

Please detach top portion of invoice and remit with payment. Please include invoice number on check.

For billing questions, please call (612) 349-7734

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1			RIVERVIEW COR Riverview Corridor Bus Stop	1.00	EA	54,624.85	54,624.85

RIVERVIEW CORRIDOR TRANSIT FACILITY IMPROVEMENTS

Contract #99-024 Project #63955

April, 2004

Reimbursement due to Metro Transit for costs of transit improvements per
attached detail

Contact Steve Honigman with questions 612-349-7733

SUBTOTAL:

54,624.85

TOTAL AMOUNT DUE :

\$ 54,624.85

DATE: May 10, 2004

TO: Files

FROM: Evan O. Steiner 205

SUBJECT: Project #63955 Riverview Corridor Bus Station. Summary of Invoice NCV-2918 dated 5/30/04. Items relating to Sub-Project CP07, MN Life Bus Station.

Summary of Invoice

DEW Corp. Pay Request #8	\$28,355.00
DEW Corp. Pay Request #9	\$26,269.85
Total	\$54,624.85

Update of Construction

The work is 100% complete. Pay Request #9 is the Final Pay Request. Total cost for construction is \$525,405.00

AP Detail by Project ,Func Date

Journal	Acctg Date	Fun d	Acct	Org	Program	Sub- Cls	Project/ Grant	Monetary Amount	Voucher	Group	Name	Vendor
AP00035768	2004-04-14	816	63302	43410	099	CP07	63955	26,269.85	01042592	SG4048	DEW CONSTRUCTION	0000044478
AP00035768	2004-04-14	816	63302	43410	099	CP07	63955	28,355.00	01042593	SG4048	DEW CONSTRUCTION	0000044478
63302 Total								54,624.85				

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Longherry
Authorized Signature

6/14/04
Date

Board Action Requested

Central Corridor update

DISCUSSION ONLY

Request Justification

An update will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 22, 2004

Board Date

Kristine A. Longherry
Signature

June 15, 2004
Date

Central Corridor Update June 15, 2004

The Central Corridor is currently at the project development stage depicted in the top diamond of the attached FTA flow chart. Components involved are shown in the following table. Changes since the last report are shown in **BOLD**.

Submit Draft AA/DEIS to FTA	Complete.
Phase I Cultural Resources Report	Draft received; 30 day SHPO review complete.
AA/DEIS submitted to FTA with Revisions	Revised AA/DEIS submitted to FTA on February 3 for their review.
FTA Approval of AA/DEIS for Hearings	Spring, 2004. FTA approved changes as submitted but requested some additional narrative. Schedule should still be on track to allow public hearings this summer. FTA is requesting preliminary New Starts information prior to AA/DEIS publication. As of this date we have not received details of what is required.
AA/DEIS Released to Public	
Develop Project Management Plan	Draft Complete
Conduct Additional Design and Community Outreach Work	Contracts approved and signed. Work is underway. Project Management Team being reactivated. Meetings being held with stakeholders. Data collection underway.
Conduct Phase II Cultural Resources Work	RFP Issued. Proposals for Phase II Cultural Resources work received. SHPO has requested some additional work. Contract signed. Work underway.
Public Hearings Held by Coordinating Committee	Discussions underway to develop committee schedule starting this summer. Tentative meeting date June 24.
Select Locally Preferred Alternative	
Submit New Starts Criteria to FTA	Met Council

TEA-21 New Starts Planning and Project Development Process

