



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

July 12, 2005

11:00 a.m.

Third Floor Council Chambers Courthouse

1. * Approve minutes from June 14, 2005 RCRRA meeting

ADMINISTRATIVE AGENDA

2. * Ratify Partial Payment No. 10 in the amount of \$21,774.28 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for 3/19/05-4/29/05
3. * Ratify Partial Payment No. 4 in the amount of \$1,234.02 to Washington County for consultant work on the Red Rock Corridor for 2/1/05-2/28/05
4. * Ratify Quarterly Report of Payments for the period of January 1, 2005 through March 31, 2005

POLICY AGENDA

5. Information from light rail transit visits
6. Report on land use and economic development planning along the Central Corridor – Mike Christenson (City of Minneapolis) and Susan Kimberly (City of St. Paul), presenters
7. * Union Depot update
8. Legislative update

- * Action is requested

Meeting Minutes

RAMSEY COUNTY RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on June 14, 2005 in Council Chambers, Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega
Commissioner Tony Bennett
Commissioner Toni Carter
Commissioner Jim McDonough
Commissioner Victoria Reinhardt
Commissioner Janice Rettman
Commissioner Jan Parker

OTHERS PRESENT: Kathy DeSpiegelaere, Alicia Vap, David Twa, Steve Morris, Kris Longhenry, Julie Kleinschmidt, Ken Haider, Barbara Lawrence, Gail Blackston, Dean Hedlund, David MacMillan, Bonnie Jackelen.

Chair Ortega called the RCRRA meeting to order at 10:25 a.m.

ADMINISTRATIVE AGENDA

1. Approve minutes from May 17, 2005 RCRRA meeting

A motion was made by Commissioner Reinhardt, seconded by Commissioner Carter, to approve the minutes from the May 17, 2005 RCRRA meeting.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

2. Ratify Partial Payment No. 3 in the amount of \$18,264.69 to St. Paul Port Authority for property acquisition/easement services for the Union Depot project for April 2005

A motion was made by Commissioner Reinhardt, seconded by Commissioner McDonough, to ratify Partial Payment No. 3 in the amount of \$18,264.69 to St. Paul Port Authority for property acquisition-easement services for the Union Depot project for April 2005.

Roll call vote was taken, Commissioner Rettman voted no:

Ayes – 6, Nays – 1
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional services of St. Paul Port Authority for negotiation of property acquisition and negotiation of an easement through the Union Depot project; and

WHEREAS, St. Paul Port Authority has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through April 2005; 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, St. Paul Port Authority Invoice No. 3, Partial Payment No. 3 in the amount of \$18,264.69 attachments thereto, provide the correct documentation of payments due St. Paul Port Authority through April 2005; Now, Therefore Be It

RESOLVED, Payment to St. Paul Port Authority in the amount of \$18,264.69 for services rendered through April 2005 is hereby ratified.

3. Ratify Partial Payment No. 16 in the amount of \$5,433.75 to Goff and Howard Inc. for consulting services on the Central Corridor Phase 2 Transit Study for April 2005

A motion was made by Commissioner Reinhardt, seconded by Commissioner McDonough, to ratify Partial Payment No. 16 in the amount of \$5,433.75 to Goff and Howard Inc. for consulting services on the Central Corridor Phase 2 Transit Study for April 2005.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6, 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 April 2005; 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. 9218, Partial Payment No. 16 in the amount of \$5,433.75 attachments thereto, provide the correct documentation of payments due Goff and Howard, Inc. through April 2005; Now, Therefore Be It

RESOLVED, Payment to Goff and Howard, Inc. in the amount of \$5,433.75 for services rendered through April 2005 is hereby ratified.

4. Ratify Partial Payment No. 15 in the amount of \$61,299.42 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 Transit Study for February 26, 2005 to April 1, 2005

A motion was made by Commissioner Reinhardt, seconded by Commissioner McDonough, to ratify Partial Payment No. 15 in the amount of \$61,299.42 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 Transit Study for February 26, 2005 to April 1, 2005.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6; 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 April 1, 2005; 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. 100-3154-5, Partial Payment No. 15, in the amount of \$61,299.42 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through April 1, 2005; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$61,299.42 for services rendered through April 1, 2005, is hereby ratified.

5. Ratify Partial Payment No. 3 in the amount of \$8,908.63 to Tunheim Partners for communication and community organizing services on the Union Depot study for April 2005

A motion was made by Commissioner McDonough, seconded by Commissioner Parker, to ratify Partial Payment No. 3 in the amount of \$8,908.63 to Tunheim Partners for communication and community organizing services on the Union Depot study for April 2005.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6; Nays – 1

Motion Accepted

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional services of Tunheim Partners for communications and community organizing services on the Union Depot project; and

WHEREAS, Tunheim Partners has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through April 2005; 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, Tunheim Partners Invoice No. 03138, Partial Payment No. 3 in the amount of \$8,908.63 attachments thereto, provide the correct documentation of payments due Tunheim Partners through April 2005; Now, Therefore Be It

RESOLVED, Payment to Tunheim Partners in the amount of \$8,908.63 for services rendered through April 2005 is hereby ratified.

POLICY AGENDA

6. State bonding requests

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to ratify the State bonding requests.

Commissioner McDonough noted that the Metropolitan Transitways Development Board (MTDB) endorsed supporting the State bonding request, although MTDB had not learned of the change in the Rush Line request to

\$1 Million, as that request had been approved by its Task Force only the day before. He commented that the change would most likely be presented to MTDB at its next meeting.

Roll call vote was taken:

Ayes – 7; Nays – 0

Motion Accepted

WHEREAS, Ramsey County Regional Railroad Authority supports the construction and operation of transit facilities that improve the state and metropolitan movement of people; and

WHEREAS, State transportation funds may be available in 2006 to support the provision of these services by local, regional and state units of government; Now, Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority requests state appropriations for 2006 for the following projects:

1. Central Corridor, St. Paul to Minneapolis, Minnesota — \$50 million for final design and construction;
2. Union Depot — \$5 million for property acquisition, property refurbishment, planning, environmental work, and engineering;
3. Red Rock Corridor, Hastings through St. Paul to Minneapolis, Minnesota — \$1 million for corridor improvements, including environmental analysis and station area planning;
4. Rush Line Corridor, St. Paul to Hinckley, Minnesota — \$1 million for bus improvements and park and ride/park and pool facilities in the corridor; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority will communicate its requests to the Metro Transitways Development Board, and to State legislative representatives.

7. Approve addition of two FTE's to staff for Ramsey County Regional Railroad Authority, and approve budget transfer of \$67,748 from its Contingent account to its County Project Management Services account

Kathryn DeSpiegelaere presented the request and clarified the need for staff to RCRRA. She noted that the workload for Regional Railroad staff is increasing due to the Central Corridor and Union Depot projects. One of the requested positions, the Public Information Associate, will provide information to the public regarding both Central Corridor and Union Depot, as well as working with community relations out of the Regional Railroad offices to build relationships with the communities.

Commissioner Rettman questioned if the requested positions could be filled in 2005, given the hiring process, and suggested the positions be included in the 2006 budget. Commissioner Ortega commented that if the staff additions were included in the 2006 budget, the earliest hiring could start would be in January, and there is a need for staff as soon as possible.

Commissioner Carter commented that, with respect to Central Corridor, there are large amounts of inquiry on the project; she also noted that the position would deal directly with the public and be involved with the affected communities so timing in hiring is critical.

Commissioner McDonough noted that the Public Information Associate is a critical position, requiring unique skills and talents. He stated that RCRRA would want the best individual for this position.

Commissioner Bennett asked for clarification regarding the source of funds for these positions and the condition of the contingency fund. Julie Kleinschmidt responded that Budgeting and Accounting had not looked at this particular item but commented that there should be no issues with transferring the funds. Commissioner Bennett requested a report from the Budgeting and Accounting office.

Commissioner Rettman asked if the contracts in place for community outreach would be eliminated with the creation of the Public Information Associate. Commissioner Ortega responded that the issue is currently being evaluated and the need for external contracts will probably decrease. Ms DeSpiegelaere stated that the two contracts currently in place, for Goff and Howard and Tunheim & Associates, would expire July 13, 2005 and December 31, 2005, respectively.

A motion was made by Commissioner Bennett, seconded by Commissioner McDonough, to approve the addition of two FTE's to staff for Ramsey County Regional Railroad Authority, and approve budget transfer of \$67,748 from its Contingent account to its County Project Management Services account.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6; Nays – 1

Motion Accepted

WHEREAS, Ramsey County Regional Railroad Authority has additional work on transit projects, including the Central Corridor and Union Depot, that necessitates the addition of two full time equivalent staff positions. These positions are:

.4 Administrative Secretary II

.6 Accountant I

1.0 Public Information Associate

The estimated cost of salary and benefits of these positions for 2005 is \$67,748.

Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the addition of two FTE's to the Rail Authority staff; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority authorizes the transfer of \$67,748 from its Contingent account to its County Project Management Services account.

8. Approve contract with Kennedy and Graven for intergovernmental relations in the amount not to exceed \$32,145.27 for August 1, 2005 through July 31, 2006; and authorize the Chair of the RCRRA to execute the contract

A motion was made by Commissioner Reinhardt, seconded by Commissioner McDonough, to approve the contract with Kennedy and Graven for intergovernmental relations in the amount not to exceed \$32,145.27 for August 1, 2005 through July 31, 2006; and to authorize the Chair of the RCRRA to execute the contract.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6; Nays – 1

Motion Accepted

9. Approve Permit PNE089 with the City of Maplewood for a Trail Connection to the Bruce Vento Regional Trail

A motion was made by Commissioner Reinhardt, seconded by Commissioner McDonough, to approve Permit PNE089 with the City of Maplewood for a Trail Connection to the Bruce Vento Regional Trail.

Roll call vote was taken:

Ayes – 7; Nays – 0
Motion Accepted

10. Approve RCRRA Lease 026 with 3M near Forest Street in St. Paul and authorize Chair of the RCRRA to sign the lease

A motion was made by Commissioner McDonough, seconded by Commissioner Parker, to approve RCRRA Lease 026 with 3M near Forest Street in St. Paul and to authorize the Chair of the RCRRA to sign the lease.

Roll call vote was taken:

Ayes – 7; Nays – 0
Motion Accepted

11. Central Corridor Update

Ms DeSpiegelaere began the update by thanking the Board for their support in the additional staffing request. She noted that Steve Morris would be presenting information on the Central Corridor model and the University of Minnesota alignment issue.

Ms DeSpiegelaere opened the presentation with a list of questions that have been compiled as a result of community meetings and the accompanying answers to those questions.

Commissioner Bennett commented that it is important to ensure that questions such as regarding alternate routes and values for land adjacent to stations be considered during the preliminary engineering process. He also noted that it is important that plans not be finalized without addressing the concerns brought by the community. There was discussion about how important it is to ensure that the concerns people have are noted, with possible solutions, as the project goes into preliminary engineering. Issues that were brought up included parking, and the alignment of Central Corridor near the intersection of Snelling and University. Ms DeSpiegelaere commented that concerns can be noted but that at times, things can change very quickly and gave the example of the Mall of America alignment on the Hiawatha line, which was made near the end of the project.

Commissioner Ortega agreed to send a letter to St. Paul City Council members requesting they review the City of Bloomington's partnership and proactive planning with the Hiawatha line.

Steve Morris stated that the University of Minnesota is looking at a new alignment east of the stadium, as well as reviewing at-grade alignment as well as a tunnel. The University has asked their consultant doing traffic analysis for the stadium to review traffic impacts if there were an at-grade alignment. Mr. Morris commented that this has been an issue because the right-of-way at the University is much narrower than University Avenue.

Mr. Morris noted that no new ground has been gained on the model, as the model continues to vastly underestimate Hiawatha ridership in comparison to actual Hiawatha ridership. Metropolitan Council staff and their consultant will continue to work to resolve the model problems.

12. National Register Nomination of Theodore Hamm Brewing Company District Update

Alicia Vap stated that the Ramsey County Regional Railroad Authority's right of way bordering the Theodore Hamm Brewing Company District has met the criteria to be eligible to be designated to the National Register. Ms Vap noted that the nomination now goes to Washington, DC for evaluation and commented that the impact

of being designated to the National Register means the State Historical Society would have to review any federally funded plans. Ms Vap noted that this should not be a barrier to projects.

The meeting adjourned at 11:30 a.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Helgeson
Authorized Signature

7/5/05
Date

Board Action Requested

Ratify Partial Payment No. 10 in the amount of \$21,774.28 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for March 19, 2005 to April 29, 2005.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Accounts Payable forms and Partial Payment No. 10
3. Metropolitan Council Invoice No. NCV-3800 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 12, 2005

Board Date

Kristine A. Longhery

Signature

July 7, 2005

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 Metropolitan Council for the purpose of conducting the Central Corridor Phase 2 study; 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 29, 2005; 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 No. NCV-3800, Partial Payment No. 10, in the amount of \$21,774.28 attachments thereto, provide the correct documentation of payments due Metropolitan Council through April 29, 2005; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$21,774.28 for services rendered through April 29, 2005, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00003218

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 02.Jun.2005
Run Time 2:32:55 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
Jun.2005	NCV-3800	30.Apr.2005	0000002054	METROPOLITAN COUNCIL	ONL	LONGHEKR P		02.Jun.2005	U	Due Now
S	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
	\$21,774.28	\$0.00	MEARS PARK CENTRE	230 E FIFTH ST		ST PAUL	MN	55101		
Billing	Group ID	Sales Tax	Pckp Ord Nbr							
	000740	\$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	\$18,193.00		\$18,193.00		Y	Y	Y	N	RRA	0000000405	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			\$18,193.00			N
Account Name:		Consulting Services				Department Name:		RCRRA-Proj/Grant						

Voucher Line Information

#	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
	Professional Service	\$3,581.28	918070001	\$3,581.28		Y	Y	Y	N	RRA	0000000450	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			\$3,581.28			N
Account Name:		Consulting Services				Department Name:		RCRRA-Proj/Grant						

2



Business Unit: RRA
Voucher ID: 00003218

VOUCHER
Purchase Order Voucher

Page No. 2
Run Date 02.Jun.2006
Run Time 2:32:55 PM

Port ID: RMAP19

ent Comments-Check Stub

ice No. NCV-3800, dated 4/30/05
ices of Steve Morris and ZAN Associates for consulting work on the Central Corridor Phase 2 study for 3/19/05-4/29/05.

her Comments

clare 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 6/3/05

3

Metropolitan Council - Central Corridor Transit Study - Phase 2

Period of service	Invoice #1 4/4/04-7/31/04	Invoice #2 6/3/04-8/20/04	Invoice #3 8/21/04-9/17/04	Invoice #4 6/1/04-10/29/04	Invoice #5 10/3/04-11/26/04	Invoice #6 1/24/04-12/24/04	Invoice #7 12/25/04-1/21/05
LABOR	\$44,603.27	\$14,912.02	\$11,099.52	\$28,524.28	\$14,412.01	\$15,537.01	\$17,264.42
DIRECT COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADJUSTMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INVOICE	\$44,603.27	\$14,912.02	\$11,099.52	\$28,524.28	\$14,412.01	\$15,537.01	\$17,264.42
RETAINAGE (0%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NET PAY INVOICE	\$44,603.27	\$14,912.02	\$11,099.52	\$28,524.28	\$14,412.01	\$15,537.01	\$17,264.42
Subsistence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Local Transport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Shipping Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing and Reprod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Misc Field Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellan Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total SRF Direct Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Subcontractors Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subcontractors:							
DBE's							
Total DBE's							
DBE% Total Contract							
Amount spent on contract	\$44,603.27	\$59,515.29	\$70,614.81	\$99,139.09	\$113,551.10	\$129,088.11	\$146,352.53
Balance of contract	\$150,396.73	\$135,484.71	\$124,385.19	\$95,860.91	\$81,448.90	\$65,911.89	\$221,647.47
80% FTA Share	\$35,682.62	\$47,612.23	\$56,491.85	\$79,311.27	\$90,840.88	\$103,270.49	\$117,082.02

Ramsey County Purchase Order

Regional Rail Authority

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

Vendor: 0000002054
METROPOLITAN COUNCIL
MEARS PARK CENTRE
230 E FIFTH ST
ST PAUL MN 55101
United States

Purchase Order	Date	Revision	Page
RRA - 0000000405	08/17/2004		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	195,000.00	195,000.00	08/17/2004
Schedule Total						195,000.00	

Mfg ID

Item Total 195,000.00

Total PO Amount 195,000.00

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

6

Ramsey County Purchase Order

Regional Rail Authority

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

Vendor: 0000002054
METROPOLITAN COUNCIL
MEARS PARK CENTRE
230 E FIFTH ST
ST PAUL MN 55101
United States

Purchase Order	Date	Revision	Page
RRA - 0000000450	05/24/2005		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		Professional Service	1.00	EA	173,000.00	173,000.00	05/24/2005		
Schedule Total						173,000.00			

Mfg ID

Item Total 918070001 173,000.00

Central Corridor Phase 2 project consulting services of Steve Morris

Total PO Amount 173,000.00

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

7

METROPOLITAN COUNCIL / METRO TRANSIT
560 SIXTH AVENUE NORTH
MINNEAPOLIS, MINNESOTA 55411-4398

PAYMENT CLAIM NO. 3 FOR PROFESSIONAL/TECHNICAL/CONSULTING SERVICES

NAME OF FIRM: ZAN Associates

DATE: April 27, 2005

ADDRESS: 10129 Windsor Lane

SERVICES FOR THE
PERIOD FROM: Mar 1, 2005

Minnetonka, MN 55305

TO: Mar 31, 2005

PROJECT NUMBER: N/A

CONTRACT NUMBER: 04P013

PROJECT NAME: Met Council Consultant

BLPO NUMBER: 2648

PEOPLESFT ACCOUNT CHART FIELD:

FOR METROPOLITAN COUNCIL USE ONLY						
Account	Fund	Org. #	Program	Subclass	Project	Amount
5821	702	41320	099	0999	44401	\$3,875.00

CONTRACT SUMMARY:

ORIGINAL CONTRACT AMOUNT \$ 47,500

AUTHORIZED CHANGES TO ORIGINAL CONTRACT:

AMENDMENT #1 \$

AMENDMENT #2 \$

NET CHANGES (SUB-TOTAL) \$ 0

REVISED CONTRACT AMOUNT \$ 47,500.00

PAYMENT SUMMARY:

LESS AMOUNT PAID OR BILLED PREVIOUSLY \$ 38,500.00

AMOUNT DUE THIS PAYMENT \$ 5,125.00

Balance remaining after this payment \$ 3,875.00

CERTIFICATION BY CONTRACTOR

I hereby certify that the above services have been performed and that this claim is just and correct and paid.

COUNCIL/METRO TRANSIT'S CERTIFICATION

I hereby certify that I have prepared or examined this claim for work performed during the period for which this payment claim has been made and that the Contractor is entitled to payment of the claim under the terms of the contract.

By [Signature] Date 5/3/05
Contractor's Authorized Representative

[Signature] 4-28-05
Council's Authorized Representative Date

[Signature] 5-3-05
Asst. General Manager - Administration Date

INVOICE

Please Remit To:
 Metro Transit
 Accounts Receivable
 560-6th Avenue North
 Minneapolis, MN 55411-4398

Page: 1
 Invoice No: NCV-3800
 Invoice Date: 04/30/2005
 Customer Number: RAMREG
 Payment Terms: Due 30 dys
 Due Date: 05/30/2005

Customer:
 RAMSEY CO. REGIONAL RR AUTHORITY
 ATTN: KATHRYN DESPIEGELAERE
 50 W. Kellogg Blvd. Suite 560
 St. Paul, MN 55102

AMOUNT DUE: \$ 21,774.28

\$ _____
 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			CONSULTING SE Central Corridor Project	41.00	HR	125.00	5,125.00
2			LOCAL GOV'T A 3/19/05-4/29/05 Fringe Benef	11,099.52	EA	0.50	5,549.76
			APRIL, 2005				
			Metropolitan Council Contract #04P013				
			Reimbursement due to Metro Transit for ZAN Associates consulting services and Stephen L. Morris salary and fringe befeits per attached detail				
3			LOCAL GOV'T A 3/19/05-4/29/05 Salary Expen	1.00	EA	11,099.52	11,099.52
SUBTOTAL:							21,774.28
TOTAL AMOUNT DUE :							\$ 21,774.28

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Halpern
Authorized Signature

Date

Board Action Requested

Ratify Partial Payment No. 4 in the amount of \$1,234.02 to Washington County for consulting services on the Red Rock Corridor Alternatives Analysis/Scoping Study for February 2005.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution
 - 2) Accounts Payable form and Partial Payment No. 4
 - 3) Washington County Invoice No. 44681 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 12, 2005
Board Date

Kristine A. Longhery
Signature

July 7, 2005
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has entered into an agreement with Washington County Regional Railroad Authority (WCRRA), Dakota County Regional Railroad Authority (DCRRA) and Hennepin County Regional Railroad Authority (HCRRA) for consulting service for the completion of the Red Rock Corridor Alternatives Analysis/Scoping Study; and

WHEREAS, RCRRA has approved funding \$168,750 or 37.5% of the total cost of this Study (per RCRRA resolution R03-23); and

WHEREAS, Washington County is managing this Study;

WHEREAS, the consultants have satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through February 2005; 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, Washington County Partial Payment No. 4, Invoice No. 44681, in the amount of \$1,234.02 attachments thereto, provide the correct documentation of payments due Washington County through February 28, 2005; Now, Therefore Be It

RESOLVED, Payment to Washington County in the amount of \$1,234.02 for services rendered through February 28, 2005, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00003213

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date: 26.May.2005
Run Time: 2:32:27 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.2005	44681	12.May.2005	0000000556	WASHINGTON CO	ONL	LONGHEKR P		26.May.2005	U	Due Now
Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip			
\$1,234.02	\$0.00	PO BOX 6			STILLWATER	MN	55082-0006			
Bill of Material	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000740	\$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 Service	\$1,234.02	918070001	\$1,234.02		Y Y Y N	RRA	0000000371	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
	425102	12501	150111	00000			2003				\$1,234.02			N

Account Name: Subsidies to Other Entities

Department Name: Red Rock Corridor

Comments-Check Stub

Amount No. 61417, Invoice No. 44681, dated 5/12/05
Accounting Study, Agreement No. 2723, Consultant work on the Red Rock Corridor for 2/1/05-2/28/05 - Ramsey County share

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. Redpeter

Date: 6/3/05

2

Washington County - Red Rock Corridor Cost Sharing Agreement - AA/Scoping Study

Period of service	Invoice #1 6/15/04-6/30/04	Invoice #2 7/1/04-9/30/04	Invoice #3 10/1/04-1/31/05	Invoice #4 2/1/05-2/28/05
RAMSEY COUNTY SHARE	\$633.41	\$6,837.74	\$9,726.37	\$1,234.02

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Ramsey County Purchase Order

Regional Rail Authority

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

Vendor: 0000000556
WASHINGTON CO
PO BOX 6
STILLWATER MN 55082-0006
United States

Purchase Order	Date	Revision	Page
RRA - 0000000371	02/19/2004		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: 9999999999999999

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Professional Service	1.00	EA	168,750.00	168,750.00	02/19/2004
					Schedule Total	168,750.00	

Mfg ID

Item Total 918070001 168,750.00

This amount is being encumbered to cover the cost of Ramsey County Regional Railroad Authority's share for a study to be done by the Red Rock Corridor, which should begin this spring. This was approved by the RCRRA by resolution No. R03-23, dated 4/15/03.

Total PO Amount 168,750.00

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



ROAD & BRIDGE
11660 MYERON RD
STILLWATER MN 55082

(651) 430-4342

TO: Ramsey County Regional Rail
Authority
50 West Kellogg Blvd.
St. Paul, MN 55102
Attn: Alicia Vap-Transp Planner

INVOICE	
Invoice Number:	44681
Account Number:	61417
Due Date:	05/12/05
Amount Enclosed:	\$ _____
Federal Tax Id: 41-6005919	

Please return top portion with payment. Thank You.

Invoice					
Date	Type	Number	Due Date	Remark	Amount
04/12/05	RI	44681 001	05/12/05	Project: Alternative	1,234.02
04/12/05	RI	44681 002	05/12/05	Analysis Scoping Study	
04/12/05	RI	44681 003	05/12/05	Regional Rail	
04/12/05	RI	44681 004	05/12/05	Coop Agreement No:2723	
04/12/05	RI	44681 005	05/12/05	Current Consultant Invoice	
04/12/05	RI	44681 006	05/12/05	for Work 2/1/05 thru 2/28/05	
04/12/05	RI	44681 007	05/12/05	Combined Counties share of	
04/12/05	RI	44681 008	05/12/05	this invoice \$15,699.96 x	
04/12/05	RI	44681 009	05/12/05	96%=\$3,290.71	
04/12/05	RI	44681 010	05/12/05	Ramsey County Share:	
04/12/05	RI	44681 011	05/12/05	\$3,290.71 x 37.5%=	
04/12/05	RI	44681 012	05/12/05	Total this Billing	
04/12/05	RI	44681 013	05/12/05	271001.537000.cnty	
04/12/05	RI	44681 014	05/12/05	Fund 212	
I declare under the penalties of law that this account claim or demand, is just and correct and no part of it has been paid. Please make check payable to Washington County and mail to the address above.				Invoice Total	1,234.02
				Sales Tax	
				Balance Due	1,234.02



Kimley-Horn
and Associates, Inc.

To: Washington County Regional Railroad Authority
Attn.: Mr. Michael Rogers
11660 Myeron Road North
Stillwater, MN 55082

Invoice Period From: 02/01/05
Invoice Period To: 02/28/05
Invoice No: 1820340

Re: Red Rock Corridor - Alternative Analysis/Scoping Study
Contract with Kimley-Horn and Associates

Please Remit to:
PO Box 75557
Baltimore, MD 21275-5557

Washington County Contract No. 2717
State Project No. TRF-9037-03

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice	
Direct Salary Costs:	\$67,227.50	\$37,037.53	\$36,862.15	\$175.38	✓
Overhead Costs: Rate = 193.31% (Direct Salaries * Overhead Cost)	\$129,957.48	\$71,597.24	\$71,258.21	\$339.03	✓
Fixed Fee (Profit): ((Direct Salary + Overhead Cost) * 12%)	\$23,662.20	\$13,036.15	\$12,974.43	\$61.73	✓
Subconsultants				\$13,403.12	✓
Subconsultant Total	\$358,680.91	\$95,422.03	\$82,018.91	\$13,403.12	✓
Subtotal	\$579,528.09	\$217,092.96	\$203,113.70	\$13,979.26	✓
Allocation ((Direct Salary + Overhead Cost) * 2.6%)	\$5,126.81	\$2,824.52	\$2,811.15	\$13.37	✓
Other Direct Costs: (Attach support documentation)	\$38,907.10	\$14,580.42	\$12,873.09	\$1,707.33	✓
Contingency:	\$26,438.00				
Net Earnings Totals:	\$650,000.00	\$234,497.90	\$218,797.94	\$15,699.96	✓
Total Invoiced		\$234,497.90	\$218,797.94	\$15,699.96	✓

Contract# 2717
B.U. # 271001
Obj. # 005000
W.O. #/Subs.
Date 4/7/05
Auth [Signature]

I certify that the above statement is correct
and payment has not been received.

Signature:

[Signature]
Kimley-Horn and Associates, Inc.

Approved
for Payment:

[Signature]
Washington County Regional
Railroad Authority

Date:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Kleinschmidt
Authorized Signature

7/5/05
Date

Board Action Requested

Ratify quarterly report of payments for January 1, 2005 to March 31, 2005.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed Resolution
 2. Memorandum from J. Kleinschmidt, dated June 21, 2005
 3. Detail Disbursements for January 2005 through March 2005
 4. Appropriation Budget Status as of March 31, 2004

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 12, 2005

Board Date

Kristen A. Longhenry

Signature

July 7, 2005

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, Payments have been made from the Ramsey County Regional Railroad Authority budget for the period of January 1, 2005 through March 31, 2005 and a record of these disbursements is attached; Now, Therefore, Be It

RESOLVED, That the report of payment is accepted by the Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

|



Office of Budgeting and Accounting

Julie Kleinschmidt, Director

270 Court House
15 West Kellogg Boulevard
St. Paul, MN 55102

Tel: 651-266-8041

Fax: 651-266-8066

MEMORANDUM

TO: Kathryn DeSpiegelaere, Director – Regional Railroad Authority Planning

FROM: Julie Kleinschmidt, Director – Budgeting & Accounting *JK*

DATE: June 21, 2005

SUBJECT: Ramsey County Regional Railroad Authority
Report of Payment: January 1, 2005 through March 31, 2005

Ramsey County Regional Railroad Authority Resolution of October 5, 1987, authorized the Budgeting & Accounting Director to approve payment of bills for the Regional Railroad Authority and report these disbursements to the Regional Railroad Authority and the condition of the Regional Railroad Authority's budget on a quarterly basis.

A summary of the payments for the period is as follows:

<u>150101 – Regional Railroad Authority Administration:</u>	\$181,981.83
Budget Year 2005	\$176,704.07
Budget Year 2004	447.44
Budget Year 2003	4,830.32
<u>150106 – Northeast Corridor Maint. Kellogg to Beam:</u>	55,819.08
Budget Year 2005	\$ 55,819.08
<u>150112 – Union Depot:</u>	15,517.29
Budget Year 2005	\$ 6,095.00
Budget Year 2004	9,422.29
<u>150180 – Riverview Transit Improvements (G205004):</u>	31,543.74
Budget Year 2002	\$ 31,543.74
<u>150180 – Proj/Grant Central Corridor Phase II (G205005):</u>	277,042.11
Budget Year 2003	\$277,042.11
Total Payments January 2005 through March 2005	<u>\$561,904.05</u>

Attached are the following reports:

- A. Detail Disbursements for the period January 2005 through March 2005
- B. Appropriation Budget Status as of March 31, 2005

JK:MJ:jv
Attachments



DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2005 through 3/31/2005

Run Date Jun 20, 2005
Run Time 3:04:23 PM

Report Parameters: Budget Period: Fund: Department: Project: Program: Account:

Budget Period		Fund		Department				Project/Grant		Program		
2003		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000 All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name		REDR Client ID
421501	02/22/05	AP00639706	02/22/05	2,415.16	RRA 00003065	0000000318	0000827197	03/07/05		0000020305	Lockridge,Grindal Nauen	
421501	03/17/05	AP00644793	03/17/05	2,415.16	RRA 00003110	0000000318	0000834434	03/31/05		0000020305	Lockridge,Grindal Nauen	
Total Account 421501				4,830.32	Consulting Services					Account 421501	Payments:	4,830.32
										Journal Entries:	0.00	
										Undisbursed Expenses:	0.00	
Total Program 00000				4,830.32	All Programs					Program 00000	Payments:	4,830.32
										Journal Entries:	0.00	
										Undisbursed Expenses:	0.00	
Total Project/Grant				4,830.32						Project	Payments:	4,830.32
										Journal Entries:	0.00	
										Undisbursed Expenses:	0.00	
Total Organization 150101				4,830.32	Ramsey Co Reg Rail Auth-RCRRA					Organization 150101	Payments:	4,830.32
										Journal Entries:	0.00	
										Undisbursed Expenses:	0.00	



Report ID: RAP006

Ramsey County ASPEN

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Run Date Jun 20, 2005
Run Time 3:04:23 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2005 through 3/31/2005

Report Parameters: Budget Period: Fund: Department: Project: Program: Account:

Budget Period		Fund		Department				Project/Grant		Program	
2003		12501 Ramsey Co Regional Rail Auth		150180 RCRRA-Proj/Grant				G205005		00000 All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
421501	02/24/05	AP00639707	02/24/05	17,264.42	RRA 00003068	0000000405	0000827203	03/07/05		0000002054 Metropolitan Council	
421501	02/28/05	AP00641269	02/28/05	110,976.83	RRA 00003079	0000000384	0000828933	03/14/05		0000155333 Dmjm+Harris, Inc.	
421501	03/07/05	AP00642819	03/07/05	124,370.09	RRA 00003092	0000000384	0000831675	03/22/05		0000155333 Dmjm+Harris, Inc.	
421501	03/10/05	AP00642820	03/10/05	6,518.75	RRA 00003105	0000000385	0000831682	03/22/05		0000030752 Goff And Howard Inc	
421501	03/31/05	AP00646190	03/31/05	17,912.02	RRA 00003116	0000000405	0000836863	04/07/05		0000002054 Metropolitan Council	
Total Account 421501				277,042.11	Consulting Services				Account 421501		Payments: 277,042.11 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program 00000				277,042.11	All Programs				Program 00000		Payments: 277,042.11 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant G205005				277,042.11	G205005				Project G205005		Payments: 277,042.11 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Organization 150180				277,042.11	RCRRA-Proj/Grant				Organization 150180		Payments: 277,042.11 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Fund 12501				281,872.43	Ramsey Co Regional Rail Auth				Fund 12501		Payments: 281,872.43 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Budget Period 2003				281,872.43					Budget Period 2003		Payments: 281,872.43 Journal Entries: 0.00 Undisbursed Expenses: 0.00



DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2005 through 3/31/2005

Run Date Jun 20, 2005
Run Time 3:04:23 PM

Report Parameters: Budget Period: % Fund: 12501 Department: % Project: % Program: % Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2005		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000 All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
421208	03/31/05	AP00646611	03/31/05	2,602.26	RRA 00003129		00009913	04/08/05		0000100153 County Attorney	
Total Account 421208				2,602.26	County Attorney Services				Account 421208	Payments: 2,602.26 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421402	02/24/05	AP00639707	02/24/05	774.00	RRA 00003066		00009745	03/04/05		0000100168 Information Services	
421402	03/31/05	AP00646611	03/31/05	822.00	RRA 00003128		00009915	04/08/05		0000100168 Information Services	
Total Account 421402				1,596.00	Data Proc Srv-Mtce				Account 421402	Payments: 1,596.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421511	02/28/05	AP00641269	02/28/05	1,951.95	RRA 00003075		00009777	03/11/05		0000100162 Public Works	
421511	02/28/05	AP00641269	02/28/05	3,184.54	RRA 00003076		00009777	03/11/05		0000100162 Public Works	
421511	02/28/05	AP00641269	02/28/05	7,128.96	RRA 00003077		00009777	03/11/05		0000100162 Public Works	
421511	03/31/05	AP00646611	03/31/05	2,231.78	RRA 00003119		00009916	04/08/05		0000100162 Public Works	
421511	03/31/05	AP00646611	03/31/05	9,579.54	RRA 00003120		00009916	04/08/05		0000100162 Public Works	
421511	03/31/05	AP00646611	03/31/05	2,993.36	RRA 00003121		00009916	04/08/05		0000100162 Public Works	
Total Account 421511				27,070.13	Co Project Management Srvs				Account 421511	Payments: 27,070.13 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421519	01/18/05	AP00630867	01/18/05	358.40	RRA 00003034	0000000430	0000816285	01/31/05		0000100299 Kelly Services Inc.	
421519	01/27/05	AP00632330	01/27/05	324.80	RRA 00003045	0000000430	0000819049	02/07/05		0000100299 Kelly Services Inc.	
421519	02/07/05	AP00635181	02/07/05	358.40	RRA 00003058	0000000430	0000823049	02/18/05		0000100299 Kelly Services Inc.	
421519	02/08/05	AP00635182	02/08/05	341.60	RRA 00003059	0000000430	0000823049	02/18/05		0000100299 Kelly Services Inc.	
421519	02/24/05	AP00639707	02/24/05	313.60	RRA 00003067	0000000430	0000827193	03/07/05		0000100299 Kelly Services Inc.	
421519	02/28/05	AP00641269	02/28/05	169.60	RRA 00003080	0000000430	0000828965	03/14/05		0000100299 Kelly Services Inc.	
421519	03/01/05	AP00641270	03/01/05	339.20	RRA 00003084	0000000430	0000828965	03/14/05		0000100299 Kelly Services Inc.	
421519	03/17/05	AP00644793	03/17/05	339.20	RRA 00003112	0000000430	0000834429	03/31/05		0000100299 Kelly Services Inc.	
421519	03/29/05	AP00646189	03/29/05	339.20	RRA 00003115	0000000430	0000836852	04/07/05		0000100299 Kelly Services Inc.	



Report ID: RAP006

Ramsey County ASPEN

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Run Date Jun 20, 2005
Run Time 3:04:23 PM

DETAILED DISBURSEMENT BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2005 through 3/31/2005

Report Parameters: Budget Period: % Fund: 12501 Department: % Project: % Program: % Account: %

Budget Period		Fund		Department			Project/Grant		Program		
2005		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA					00000 All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
Total Account 421519				2,884.00	Clerical Services					Account 421519	Payments: 2,884.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00
421602	03/07/05	AP00642819	03/07/05	7.50	RRA 00003093	0000000441	0000831506	03/22/05		0000161386 Video Monitoring Servs Of America	
421602	03/07/05	AP00642819	03/07/05	138.45	RRA 00003093	0000000441	0000831506	03/22/05		0000161386 Video Monitoring Servs Of America	
Total Account 421602				145.95	Advertising & Promotion					Account 421602	Payments: 145.95 Journal Entries: 0.00 Undisbursed Expenses: 0.00
421603	01/18/05	AP00630867	01/18/05	167.02	RRA 00003036		0000816323	01/31/05		0000001770 St Paul,City Of	
421603	01/20/05	AP00630868	01/20/05	70.00	RRA 00003040		0000816198	01/31/05		0000023268 Metro Transit	
421603	02/07/05	AP00635181	02/07/05	195.70	RRA 00003055		0000823139	02/18/05		0000001770 St Paul,City Of	
421603	02/28/05	AP00641269	02/28/05	173.50	RRA 00003071		0000829029	03/14/05		0000001770 St Paul,City Of	
421603	03/31/05	AP00646190	03/31/05	136.74	RRA 00003127		0000836889	04/07/05		0000001770 St Paul,City Of	
Total Account 421603				742.96	Printing & Stationery					Account 421603	Payments: 742.96 Journal Entries: 0.00 Undisbursed Expenses: 0.00
421701	02/28/05	AP00641269	02/28/05	76.05	RRA 00003073		00009775	03/11/05		0000100163 Comm Human Serv-Presort Mail	
421701	03/31/05	AP00646611	03/31/05	94.79	RRA 00003125		00009912	04/08/05		0000100163 Comm Human Serv-Presort Mail	
Total Account 421701				170.84	Postage					Account 421701	Payments: 170.84 Journal Entries: 0.00 Undisbursed Expenses: 0.00
421706	03/15/05	AP00645047	03/15/05	7.15	RRA 00003109		00009871	03/31/05		0000100171 Telecommunications	
Total Account 421706				7.15	Telephone Long Dist Charges					Account 421706	Payments: 7.15 Journal Entries: 0.00 Undisbursed Expenses: 0.00
421707	02/10/05	AP00635376	02/10/05	172.20	RRA 00003061		00009693	02/18/05		0000100171 Telecommunications	
421707	03/15/05	AP00645047	03/15/05	172.20	RRA 00003106		00009871	03/31/05		0000100171 Telecommunications	

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DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2005 through 3/31/2005

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Report Parameters: Budget Period: Fund: 12501 Department: Project: Program: Account:

Budget Period		Fund		Department				Project/Grant		Program		
2005		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000 All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID	
Total Account 421707				344.40	Telephone-Local Service					Account 421707	Payments: 344.40 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421710	02/03/05	AP00634273	02/03/05	62.93	RRA 00003050	0000000431	0000821332	02/15/05		0000122690 Verizon Wireless		
421710	03/01/05	AP00641270	03/01/05	67.93	RRA 00003089	0000000440	0000828872	03/14/05		0000122690 Verizon Wireless		
421710	03/29/05	AP00646189	03/29/05	69.91	RRA 00003113	0000000442	0000836763	04/07/05		0000122690 Verizon Wireless		
Total Account 421710				200.77	Telephone-Cellular Service					Account 421710	Payments: 200.77 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421712	02/07/05	AP00635181	02/07/05	63.90	RRA 00003057		0000823139	02/18/05		0000001770 St Paul, City Of		
Total Account 421712				63.90	Pager Services					Account 421712	Payments: 63.90 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
422402	03/10/05	AP00645046	03/10/05	3,259.75	RRA 00003096		00009868	03/31/05		0000100170 Property Management West		
422402	03/10/05	AP00645046	03/10/05	2,934.75	RRA 00003103		00009868	03/31/05		0000100170 Property Management West		
422402	03/10/05	AP00645046	03/10/05	325.00	RRA 00003104		00009868	03/31/05		0000100170 Property Management West		
Total Account 422402				6,519.50	Buildings & Office Space					Account 422402	Payments: 6,519.50 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
422601	03/01/05	AP00641270	03/01/05	129.70	RRA 00003083	0000000438	0000828958	03/14/05		0000023226 Ikon Office Solutions		
422601	03/29/05	AP00646189	03/29/05	191.90	RRA 00003114	0000000443	0000836847	04/07/05		0000023226 Ikon Office Solutions		
Total Account 422601				321.60	Equipment & Machinery Repairs					Account 422601	Payments: 321.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424302	01/11/05	AP00628885	01/11/05	309.00	RRA 00003022		0000814235	01/21/05		0000029135 American Planning Assoc		
424302	01/11/05	AP00628885	01/11/05	7,500.00	RRA 00003025		0000814349	01/21/05		0000132430 I-35w Cooridor Coalition		
424302	02/08/05	AP00634832	02/08/05	70,000.00	RRA 00003060		0000822650	02/17/05		0000031012 St Paul Area Chamber Of Commer		



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Report Parameters: Budget Period: Fund: Department: Project: Program: Account:

Budget Period		Fund		Department				Project/Grant		Program	
2005		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000	All Programs
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
424302	03/15/05	AP00644792	03/15/05	4,400.00	RRA 00003107		0000834306	03/31/05		0000100399 St Paul Transportation Mgmt. Org.	
Total Account 424302				82,209.00	Membership & Dues					Account 424302	Payments: 82,209.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424303	01/11/05	AP00628885	01/11/05	149.00	RRA 00003023		0000814248	01/21/05		0000107636 Skillpath Seminars	
424303	03/31/05	AP00646398	03/31/05	102.00	RRA 00003118		0000837015	04/08/05		0000030747 Despiegelaere,Kathryn	
Total Account 424303				251.00	Conference & Seminar					Account 424303	Payments: 251.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424304	01/27/05	AP00631652	01/27/05	289.40	RRA 00003046		0000817965	02/03/05		0000030747 Despiegelaere,Kathryn	
424304	01/27/05	AP00631652	01/27/05	365.40	RRA 00003047		0000817965	02/03/05		0000030747 Despiegelaere,Kathryn	
424304	02/17/05	AP00636862	02/17/05	1,000.00	RRA 00003063		0000824506	02/28/05		0000030747 Despiegelaere,Kathryn	
424304	03/01/05	AP00640137	03/01/05	200.00	RRA 00003086		0000827641	03/09/05		0000161318 Minnesota Chamber Of Commerce	
424304	03/10/05	AP00642299	03/10/05	374.55	RRA 00003094		0000830754	03/18/05		0000030747 Despiegelaere,Kathryn	
424304	03/31/05	AP00646398	03/31/05	450.00	RRA 00003117		0000837015	04/08/05		0000030747 Despiegelaere,Kathryn	
Total Account 424304				2,679.35	Other Travel					Account 424304	Payments: 2,679.35 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424305	01/11/05	AP00628885	01/11/05	63.16	RRA 00003026		0000814236	01/21/05		0000030747 Despiegelaere,Kathryn	
424305	03/10/05	AP00642820	03/10/05	128.02	RRA 00003095		0000831499	03/22/05		0000030747 Despiegelaere,Kathryn	
Total Account 424305				191.18	Volunteer/Comm Meeting Exp					Account 424305	Payments: 191.18 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424306	02/01/05	AP00634272	02/01/05	56.48	RRA 00003048		0000821275	02/15/05		0000030747 Despiegelaere,Kathryn	
424306	03/01/05	AP00640137	03/01/05	10.00	RRA 00003085		0000827638	03/09/05		0000030747 Despiegelaere,Kathryn	
424306	03/31/05	AP00646190	03/31/05	42.90	RRA 00003130		0000836739	04/07/05		0000030747 Despiegelaere,Kathryn	



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Report Parameters: Budget Period: % Fund: 12501 Department: % Project: % Program: % Account: %

Budget Period		Fund		Department				Project/Grant		Program		
2005		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000 All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID	
Total Account 424306				109.38	Ced Meeting Expenses Account				Account 424306		Payments: 109.38 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424501	03/01/05	AP00641270	03/01/05	18.63	RRA 00003081		00009777	03/11/05		0000100162 Public Works		
424501	03/01/05	AP00641769	03/01/05	0.00	RRA 00003082	0000000437	0000829606	03/16/05		0000141766 Dynamex		
424501	03/01/05	AP00641769	03/01/05	53.60	RRA 00003087		0000829510	03/16/05		0000123524 Morris,Steve		
424501	03/10/05	AP00642820	03/10/05	51.75	RRA 00003100		0000831505	03/22/05		0000123524 Morris,Steve		
424501	03/31/05	AP00646611	03/31/05	138.42	RRA 00003124		00009916	04/08/05		0000100162 Public Works		
Total Account 424501				262.40	Mileage/Parking				Account 424501		Payments: 262.40 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424507	01/11/05	AP00628885	01/11/05	21.36	RRA 00003027	0000000425	0000814335	01/21/05		0000141766 Dynamex		
424507	02/24/05	AP00639707	02/24/05	15.91	RRA 00003069	0000000435	0000827172	03/07/05		0000141766 Dynamex		
424507	03/01/05	AP00641769	03/01/05	6.70	RRA 00003082		0000829606	03/16/05		0000141766 Dynamex		
Total Account 424507				43.97	Messenger Service				Account 424507		Payments: 43.97 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424620	02/10/05	AP00635183	02/10/05	35.00	RRA 00003062		0000822927	02/18/05		0000030747 Despiegelaere,Kathryn		
424620	02/28/05	AP00641269	02/28/05	16.00	RRA 00003072		0000829197	03/15/05		0000101630 Governing		
424620	02/28/05	AP00641269	02/28/05	42.95	RRA 00003074		0000828836	03/14/05		0000156513 Kalmbach Publishing Co.		
Total Account 424620				93.95	Books Periodicals & Subscriptn				Account 424620		Payments: 93.95 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
425102	02/22/05	AP00638941	02/22/05	46,618.79	RRA 00003064		0000825356	03/02/05		0000030753 Hennepin Co Regional Railroad		
Total Account 425102				46,618.79	Subsidies to Other Entities				Account 425102		Payments: 46,618.79 Journal Entries: 0.00 Undisbursed Expenses: 0.00	



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Report Parameters: Budget Period: % Fund: 12501 Department: % Project: % Program: % Account: %

Budget Period		Fund		Department		Project/Grant		Program			
2005		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA				00000 All Programs			
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
431101	02/07/05	AP00635181	02/07/05	58.10	RRA 00003055		0000823139	02/18/05		0000001770 St Paul,City Of	
431101	02/28/05	AP00641269	02/28/05	401.39	RRA 00003070	0000000436	0000829018	03/14/05		0000065400 S & T Office Products Inc	
431101	03/31/05	AP00646190	03/31/05	58.10	RRA 00003127		0000836889	04/07/05		0000001770 St Paul,City Of	
Total Account 431101				517.59	Office Supplies				Account 431101	Payments:	517.59
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
431102	03/17/05	AP00643946	03/17/05	39.10	ISCEO 00002899	0000001820	0000832905	03/25/05		0000023246 Dell Marketing L. P.	
				2.54						MN Use Tax	
431102	02/28/05	AP00641269	02/28/05	1,016.36	RRA 00003070	0000000436	0000829018	03/14/05		0000065400 S & T Office Products Inc	
Total Account 431102				1,058.00	Computer Operating Supplies				Account 431102	Payments:	1,058.00
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
Total Program 00000				176,704.07	All Programs				Program 00000	Payments:	176,704.07
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
Total Project/Grant				176,704.07					Project	Payments:	176,704.07
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
Total Organization 150101				176,704.07	Ramsey Co Reg Rail Auth-RCRRA				Organization 150101	Payments:	176,704.07
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00

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Report Parameters: Budget Period: % Fund: 12501 Department: % Project: % Program: % Account: %

Budget Period		Fund	Department			Project/Grant		Program			
2005		12501	Ramsey Co Regional Rail Auth			150106 RCRRA Northeast Corridor Maint		00000	All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
421208	03/31/05	AP00646611	03/31/05	6,588.00	RRA 00003129		00009913	04/08/05		0000100153 County Attorney	
Total Account 421208				6,588.00	County Attorney Services				Account 421208	Payments: 6,588.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421511	02/28/05	AP00641269	02/28/05	1,955.18	RRA 00003076		00009777	03/11/05		0000100162 Public Works	
421511	02/28/05	AP00641269	02/28/05	1,867.02	RRA 00003078		00009777	03/11/05		0000100162 Public Works	
421511	03/31/05	AP00646611	03/31/05	297.04	RRA 00003120		00009916	04/08/05		0000100162 Public Works	
421511	03/31/05	AP00646611	03/31/05	1,882.92	RRA 00003121		00009916	04/08/05		0000100162 Public Works	
421511	03/31/05	AP00646611	03/31/05	728.92	RRA 00003122		00009916	04/08/05		0000100162 Public Works	
Total Account 421511				6,731.08	Co Project Management Svcs				Account 421511	Payments: 6,731.08 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
541101	03/10/05	AP00642820	03/10/05	42,500.00	RRA 00003097		0000831503	03/22/05		0000102838 Minnesota Department Of Transpo	
Total Account 541101				42,500.00	Remittance To State				Account 541101	Payments: 42,500.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Program		00000		55,819.08	All Programs				Program 00000	Payments: 55,819.08 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Project/Grant				55,819.08					Project	Payments: 55,819.08 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Organization		150106		55,819.08	RCRRA Northeast Corridor Maint				Organization 150106	Payments: 55,819.08 Journal Entries: 0.00 Undisbursed Expenses: 0.00	



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Report Parameters: Budget Period: % Fund: 12501 Department: % Project: % Program: % Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2005		12501 Ramsey Co Regional Rail Auth		150112 Union Depot Study						00000	All Programs
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
421522	03/17/05	AP00644793	03/17/05	6,095.00	RRA 00003111	0000000427	0000834481	03/31/05		0000108945 St Paul Port Authority	
Total Account 421522				6,095.00	Other Professional Services				Account	421522	Payments: 6,095.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program 00000				6,095.00	All Programs				Program	00000	Payments: 6,095.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant				6,095.00					Project		Payments: 6,095.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Organization 150112				6,095.00	Union Depot Study				Organization	150112	Payments: 6,095.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Fund 12501				238,618.15	Ramsey Co Regional Rail Auth				Fund	12501	Payments: 238,618.15 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Budget Period 2005				238,618.15					Budget Period	2005	Payments: 238,618.15 Journal Entries: 0.00 Undisbursed Expenses: 0.00

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DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

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Report Parameters: Budget Period: Fund: Department: Project: Program: Account:

Budget Period		Fund		Department				Project/Grant		Program	
2002		12501 Ramsey Co Regional Rail Auth		150180 RCRRRA-Proj/Grant				G205004		00000 All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
491306	03/31/05	AP00646190	03/31/05	31,543.74	RRA 00003126	0000000266	0000836862	04/07/05		0000023268 Metro Transit	
Total Account 491306				31,543.74	Other Governmental Units				Account 491306	Payments: 31,543.74 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Program 00000				31,543.74	All Programs				Program 00000	Payments: 31,543.74 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Project/Grant G205004				31,543.74	G205004				Project G205004	Payments: 31,543.74 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Organization 150180				31,543.74	RCRRRA-Proj/Grant				Organization 150180	Payments: 31,543.74 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Fund 12501				31,543.74	Ramsey Co Regional Rail Auth				Fund 12501	Payments: 31,543.74 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Budget Period 2002				31,543.74					Budget Period 2002	Payments: 31,543.74 Journal Entries: 0.00 Undisbursed Expenses: 0.00	



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Report Parameters: Budget Period: Fund: Department: Project: Program: Account:

Budget Period		Fund	Department		Project/Grant		Program				
2004		12501	Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA		00000 All Programs				
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
421519	03/01/05	AP00641270	03/01/05	341.60	RRA 00003090	0000000413	0000828965	03/14/05		0000100299 Kelly Services Inc.	
Total Account 421519				341.60	Clerical Services					Account 421519	Payments: 341.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00
421706	03/10/05	AP00645046	03/10/05	12.34	RRA 00003101		00009871	03/31/05		0000100171 Telecommunications	
Total Account 421706				12.34	Telephone Long Dist Charges					Account 421706	Payments: 12.34 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424501	03/10/05	AP00642820	03/10/05	33.00	RRA 00003098		0000831505	03/22/05		0000123524 Morris,Steve	
424501	03/10/05	AP00642820	03/10/05	29.25	RRA 00003099		0000831505	03/22/05		0000123524 Morris,Steve	
424501	03/10/05	AP00642820	03/10/05	31.25	RRA 00003102		0000831505	03/22/05		0000123524 Morris,Steve	
Total Account 424501				93.50	Mileage/Parking					Account 424501	Payments: 93.50 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program 00000				447.44	All Programs					Program 00000	Payments: 447.44 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant				447.44						Project	Payments: 447.44 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Organization 150101				447.44	Ramsey Co Reg Rail Auth-RCRRA					Organization 150101	Payments: 447.44 Journal Entries: 0.00 Undisbursed Expenses: 0.00



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Report Parameters: Budget Period: % Fund: 12501 Department: % Project: % Program: % Account: %

Budget Period		Fund		Department					Project/Grant		Program	
2004		12501 Ramsey Co Regional Rail Auth		150112 Union Depot Study					00000 All Programs			
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID	
421522	03/01/05	AP00641270	03/01/05	91.50	RRA 00003088	0000000422	0000829044	03/14/05		0000154904 Thompson,Coburn		
421522	03/07/05	AP00642819	03/07/05	5,816.91	RRA 00003091	0000000423	0000831707	03/22/05		0000101563 Ltk Engineering Services, Inc.		
421522	03/15/05	AP00644792	03/15/05	3,042.38	RRA 00003108	0000000439	0000834489	03/31/05		0000161169 Tunheim Partners		
421522	03/31/05	AP00646190	03/31/05	471.50	RRA 00003123	0000000422	0000836893	04/07/05		0000154904 Thompson,Coburn		
Total Account 421522				9,422.29	Other Professional Services				Account	421522	Payments:	9,422.29
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Total Program 00000				9,422.29	All Programs				Program	00000	Payments:	9,422.29
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Total Project/Grant				9,422.29					Project		Payments:	9,422.29
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Total Organization 150112				9,422.29	Union Depot Study				Organization	150112	Payments:	9,422.29
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Total Fund 12501				9,869.73	Ramsey Co Regional Rail Auth				Fund	12501	Payments:	9,869.73
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Total Budget Period 2004				9,869.73					Budget Period	2004	Payments:	9,869.73
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Grand Total, full report				561,904.05					Grand Totals		Payments:	561,904.05
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00

End of Report

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Ramsey County
APPROPRIATION STATUS
 By Fiscal Year & Accounting Period

Business Unit: RC
 Budget Period: BY2005

Fund: 12501
 To Fiscal Year: 2005

Ramsey Co Regional Rail Auth
 To Accounting Period: 3

% of Fiscal Year Elapsed: 25.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150101	All Programs	Other Services & Charges						
	00000	420000	654,456.00	0.00	4,611.46	175,128.48	26.76	474,716.06
150101	All Programs	Supplies						
	00000	430000	4,050.00	0.00	0.00	1,575.59	38.90	2,474.41
150101	All Programs	Capital Outlay						
	00000	440000	5,000.00	0.00	0.00	0.00	0.00	5,000.00
150101	All Programs	Contingent						
	00000	470000	180,680.00	0.00	0.00	0.00	0.00	180,680.00
Total for Organization:			844,186.00	0.00	4,611.46	176,704.07	20.93	662,870.47
Ramsey Co Reg Rail Auth-RCRRA								
150106	All Programs	Other Services & Charges						
	00000	420000	33,312.00	0.00	0.00	13,319.08	39.98	19,992.92
150106	All Programs	Non Expense Disbursement						
	00000	540000	42,500.00	0.00	0.00	42,500.00	100.00	0.00
Total for Organization:			75,812.00	0.00	0.00	55,819.08	73.63	19,992.92
RCRRA Northeast Corridor Maint								
150112	All Programs	Other Services & Charges						
	00000	420000	1,469,835.00	0.00	42,705.00	6,095.00	0.41	1,421,035.00



Ramsey County ASPEN
APPROPRIATION STATUS
 By Fiscal Year & Accounting Period

Business Unit: RC

Fund: 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2005

To Fiscal Year: 2005

To Accounting Period: 3

% of Fiscal Year Elapsed: 25.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
Total for Organization: 150112			1,469,835.00	0.00	42,705.00	6,095.00	0.41	1,421,035.00
Union Depot Study								
150113	All Programs	Other Services & Charges 00000 420000	100,000.00	0.00	0.00	0.00	0.00	100,000.00
Total for Organization: 150113			100,000.00	0.00	0.00	0.00	0.00	100,000.00
Diagonal Property - Roseville								
150114	All Programs	Other Services & Charges 00000 420000	1,000.00	0.00	0.00	0.00	0.00	1,000.00
Total for Organization: 150114			1,000.00	0.00	0.00	0.00	0.00	1,000.00
Rush Line Corridor								
150180	All Programs	Capital Outlay 00000 440000	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
Total for Organization: 150180			1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
RCRRA-Proj/Grant								
Total for Fund: 12501			3,490,833.00	0.00	47,316.46	238,618.15	6.84	3,204,898.39

Ramsey County
APPROPRIATION STATUS
By Fiscal Year & Accounting PeriodBusiness Unit: RC
Budget Period: BY2004Fund: 12501
To Fiscal Year: 2005Ramsey Co Regional Rail Auth
To Accounting Period: 3

% of Fiscal Year Elapsed: 25.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150101	All Programs 00000	Other Services & Charges 420000	446,634.97	0.00	19,145.45	417,345.36	93.44	10,144.16
150101	All Programs 00000	Supplies 430000	3,396.80	0.00	0.00	3,396.80	100.00	0.00
150101	All Programs 00000	Capital Outlay 440000	4,927.72	0.00	0.00	4,927.72	100.00	0.00
150101	All Programs 00000	Contingent 470000	0.00	0.00	0.00	0.00	0.00	0.00
Total for Organization: 150101			454,959.49	0.00	19,145.45	425,669.88	93.56	10,144.16
Ramsey Co Reg Rail Auth-RCRRA								
150106	All Programs 00000	Other Services & Charges 420000	25,899.92	0.00	0.00	25,899.92	100.00	0.00
Total for Organization: 150106			25,899.92	0.00	0.00	25,899.92	100.00	0.00
RCRRA Northeast Corridor Maint								
150112	All Programs 00000	Other Services & Charges 420000	4,250,000.00	0.00	109,008.46	28,891.54	0.68	4,112,100.00
Total for Organization: 150112			4,250,000.00	0.00	109,008.46	28,891.54	0.68	4,112,100.00
Union Depot Study								

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Ramsey County ASPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

Business Unit: RC

Fund: 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2004

To Fiscal Year: 2005

To Accounting Period: 3

% of Fiscal Year Elapsed: 25.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150113	All Programs 00000	Other Services & Charges 420000	99,768.32	0.00	0.00	0.00	0.00	99,768.32
150113	All Programs 00000	Supplies 430000	231.68	0.00	0.00	231.68	100.00	0.00
Total for Organization: 150113			100,000.00	0.00	0.00	231.68	0.23	99,768.32
Diagonal Property - Roseville								
150180	All Programs 00000	Other Services & Charges 420000	3,676,000.00	0.00	0.00	1,000.00	0.03	3,675,000.00
Total for Organization: 150180			3,676,000.00	0.00	0.00	1,000.00	0.03	3,675,000.00
RCRRA-Proj/Grant								
Total for Fund: 12501			8,506,859.41	0.00	128,153.91	481,693.02	5.66	7,897,012.48



Ramsey County
APPROPRIATION STATUS
 By Fiscal Year & Accounting Period

Business Unit: RC
 Budget Period: BY2003

Fund: 12501
 To Fiscal Year: 2005

Ramsey Co Regional Rail Auth
 To Accounting Period: 3

% of Fiscal Year Elapsed: 25.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150101	All Programs	Other Services & Charges						
	00000	420000	569,822.03	0.00	39,511.97	530,310.06	93.07	0.00
150101	All Programs	Supplies						
	00000	430000	3,893.70	0.00	0.00	3,893.70	100.00	0.00
150101	All Programs	Capital Outlay						
	00000	440000	0.00	0.00	0.00	0.00	0.00	0.00
150101	All Programs	Contingent						
	00000	470000	0.00	0.00	0.00	0.00	0.00	0.00
Total for Organization: 150101			573,715.73	0.00	39,511.97	534,203.76	93.11	0.00
Ramsey Co Reg Rail Auth-RCRRA								
150106	All Programs	Other Services & Charges						
	00000	420000	22,330.22	0.00	0.00	22,330.22	100.00	0.00
Total for Organization: 150106			22,330.22	0.00	0.00	22,330.22	100.00	0.00
RCRRA Northeast Corridor Maint								
150111	All Programs	Other Services & Charges						
	00000	420000	168,750.00	0.00	161,278.85	7,471.15	4.43	0.00
Total for Organization: 150111			168,750.00	0.00	161,278.85	7,471.15	4.43	0.00
Red Rock Corridor								

Ramsey County ASPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

Business Unit: RC

Fund: 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2003

To Fiscal Year: 2005

To Accounting Period: 3

% of Fiscal Year Elapsed: 25.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150112	All Programs 00000	Other Services & Charges 420000	95,885.29	0.00	5,125.63	90,759.66	94.65	0.00
Total for Organization: 150112			95,885.29	0.00	5,125.63	90,759.66	94.65	0.00
Union Depot Study								
150180	All Programs 00000	Other Services & Charges 420000	2,866,500.00	0.00	948,725.61	1,425,516.46	49.73	492,257.93
150180	All Programs 00000	Capital Outlay 440000	2,823,322.00	0.00	0.00	0.00	0.00	2,823,322.00
Total for Organization: 150180			5,689,822.00	0.00	948,725.61	1,425,516.46	25.05	3,315,579.93
RCRRA-Proj/Grant								
Total for Fund: 12501			6,550,503.24	0.00	1,154,642.06	2,080,281.25	31.76	3,315,579.93



Ramsey County, MN
APPROPRIATION STATUS
 By Fiscal Year & Accounting Period

Business Unit: RC
 Budget Period: BY2002

Fund: 12501
 To Fiscal Year: 2005

Ramsey Co Regional Rail Auth
 To Accounting Period: 3

% of Fiscal Year Elapsed: 25.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150101	All Programs 00000	Other Services & Charges 420000	464,778.13	0.00	0.00	464,778.13	100.00	0.00
150101	All Programs 00000	Supplies 430000	3,660.98	0.00	0.00	3,660.98	100.00	0.00
150101	All Programs 00000	Capital Outlay 440000	338.80	0.00	0.00	338.80	100.00	0.00
150101	All Programs 00000	Contingent 470000	0.00	0.00	0.00	0.00	0.00	0.00
Total for Organization: 150101			468,777.91	0.00	0.00	468,777.91	100.00	0.00
Ramsey Co Reg Rail Auth-RCRRA								
150106	All Programs 00000	Other Services & Charges 420000	5,917.18	0.00	0.00	5,917.18	100.00	0.00
Total for Organization: 150106			5,917.18	0.00	0.00	5,917.18	100.00	0.00
RCRRA Northeast Corridor Maint								
150180	All Programs 00000	Other Services & Charges 420000	1,400.00	0.00	0.00	941.00	67.21	459.00
150180	All Programs 00000	Intergovernmental Payments 490000	1,875,000.00	0.00	0.00	1,773,874.83	94.61	101,125.17

Ramsey County ASPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

Business Unit: RC

Fund: 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2002

To Fiscal Year: 2005

To Accounting Period: 3

% of Fiscal Year Elapsed: 25.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
<i>Total for Organization:</i>			150180					
			1,876,400.00	0.00	0.00	1,774,815.83	94.59	101,584.17
		RCRRA-Proj/Grant						
<i>Total for Fund:</i>			12501					
			2,351,095.09	0.00	0.00	2,249,510.92	95.68	101,584.17

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Ramsey County
APPROPRIATION STATUS
By Fiscal Year & Accounting PeriodBusiness Unit: RC
Budget Period: BY2001Fund: 12501
To Fiscal Year: 2005Ramsey Co Regional Rail Auth
To Accounting Period: 3

% of Fiscal Year Elapsed: 25.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150101	All Programs 00000	Other Services & Charges 420000	302,162.15	0.00	0.00	302,162.15	100.00	0.00
150101	All Programs 00000	Supplies 430000	2,251.69	0.00	0.00	2,251.69	100.00	0.00
150101	All Programs 00000	Capital Outlay 440000	8,496.17	0.00	0.00	8,496.17	100.00	0.00
Total for Organization: 150101			312,910.01	0.00	0.00	312,910.01	100.00	0.00
Ramsey Co Reg Rail Auth-RCRRA								
150106	All Programs 00000	Other Services & Charges 420000	2,131.95	0.00	0.00	2,131.95	100.00	0.00
Total for Organization: 150106			2,131.95	0.00	0.00	2,131.95	100.00	0.00
RCRRA Northeast Corridor Maint								
150111	All Programs 00000	Other Services & Charges 420000	70,000.00	0.00	0.00	70,000.00	100.00	0.00
Total for Organization: 150111			70,000.00	0.00	0.00	70,000.00	100.00	0.00
Red Rock Corridor								
150180	All Programs 00000	Other Services & Charges 420000	118,497.33	0.00	0.00	69,541.48	58.69	48,955.85

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Ramsey County ASPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

Business Unit: RC

Fund: 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2001

To Fiscal Year: 2005

To Accounting Period: 3

% of Fiscal Year Elapsed: 25.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150180	All Programs 00000	Supplies 430000	13,253.75	0.00	0.00	0.00	0.00	13,253.75
150180	All Programs 00000	Capital Outlay 440000	2,000,000.00	0.00	0.00	152,206.25	7.61	1,847,793.75
Total for Organization: 150180			2,131,751.08	0.00	0.00	221,747.73	10.40	1,910,003.35
RCRRA-Proj/Grant								
Total for Fund: 12501			2,516,793.04	0.00	0.00	606,789.69	24.11	1,910,003.35

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Ramsey County
APPROPRIATION STATUS
By Fiscal Year & Accounting PeriodBusiness Unit: RC
Budget Period: BY2000Fund: 12501
To Fiscal Year: 2005Ramsey Co Regional Rail Auth
To Accounting Period: 3

% of Fiscal Year Elapsed: 25.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150101	All Programs 00000	Other Services & Charges 420000	288,963.37	0.00	0.00	288,963.37	100.00	0.00
150101	All Programs 00000	Supplies 430000	1,968.67	0.00	0.00	1,968.67	100.00	0.00
150101	All Programs 00000	Capital Outlay 440000	16,946.70	0.00	0.00	16,946.70	100.00	0.00
Total for Organization: 150101			307,878.74	0.00	0.00	307,878.74	100.00	0.00
Ramsey Co Reg Rail Auth-RCRRA								
150106	All Programs 00000	Other Services & Charges 420000	6,503.48	0.00	0.00	6,503.48	100.00	0.00
Total for Organization: 150106			6,503.48	0.00	0.00	6,503.48	100.00	0.00
RCRRA Northeast Corridor Maint								
150111	All Programs 00000	Other Services & Charges 420000	22,000.00	0.00	0.00	22,000.00	100.00	0.00
Total for Organization: 150111			22,000.00	0.00	0.00	22,000.00	100.00	0.00
Red Rock Corridor								
150180	All Programs 00000	Other Services & Charges 420000	3,715,280.60	0.00	0.00	3,664,486.23	98.63	50,794.37

Ramsey County ASPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

Business Unit: RC

Fund: 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2000

To Fiscal Year: 2005

To Accounting Period: 3

% of Fiscal Year Elapsed: 25.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
<i>Total for Organization:</i> 150180			3,715,280.60	0.00	0.00	3,664,486.23	98.63	50,794.37
RCRRA-Proj/Grant								
<i>Total for Fund:</i> 12501			4,051,662.82	0.00	0.00	4,000,868.45	98.75	50,794.37

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Klaus Spiegelbauer
Authorized Signature

7/6/05
Date

Board Action Requested

Information from light rail transit visits.

DISCUSSION ONLY

Request Justification

Commissioner Carter will present information from the recent light rail transit visits.

Budgeting and Accounting _____

County Attorney _____

Risk Management _____

Documentation certified complete for:

Board Date

Signature

Date

6

July 7, 2005
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

7

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Despiégel
Authorized Signature

7/6/05
Date

Board Action Requested

Union Depot update: Approve charge to LOCATE and approve resolution commending the work of LOCATE.

ACTION IS REQUESTED

Request Justification

David Block, Chair of LOCATE, will attend this meeting.

A proposed resolution is attached.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 12, 2005
Board Date

Kristine A. Loughney
Signature

July 7, 2005
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

(Page 1 of 2)

WHEREAS, A multi modal transportation center in downtown St. Paul at which passengers can transfer seamlessly between the Central Corridor, Rush Line Corridor, Red Rock Corridor, Amtrak, Jefferson Lines, Greyhound Lines, Metro Transit buses and Midwest Regional Rail is integral to the vision for transportation in the region; and

WHEREAS, LOCATE Task Force, which includes Congressional members, the City of St. Paul, the Minnesota Department of Transportation, Metropolitan Council, St. Paul Area Chamber of Commerce, St. Paul Building Owners and Managers Association, Capital City Partnership, St. Paul Port Authority, Lowertown Redevelopment Corporation, Amtrak, Jefferson Lines, Greyhound Lines, Central Corridor, Red Rock Corridor, Rush Line Corridor and Riverfront Development Corporation recommended to Ramsey County Regional Railroad Authority that the Union Depot should be implemented as a multi modal transportation center in downtown St. Paul; and

WHEREAS, A study was conducted of Union Depot as a multi modal transportation center in 2003 which determined that all the modes of transportation will fit well into the area of the elegant, historic Union Depot; and

WHEREAS, The study concluded that in order to implement the transportation center, the concourse area of the Union Depot, currently in use by the United States Postal Service, is an essential component for achieving the transportation vision; and

WHEREAS, On June 6, 2005, the United States Postal Service announced its intention to move its operations facility in St. Paul to Eagan by 2009; and

WHEREAS, The members of LOCATE Task Force have built consensus which has been instrumental in moving forward a project of this scope and historical impact; and

WHEREAS, The members of LOCATE Task Force have addressed the concerns and issues of diverse public and private organizations; Now, Therefore, Be It

RESOLVED, That the Members of LOCATE Task Force are thanked by Ramsey County Regional Railroad Authority for their extremely significant accomplishments; and Be It

FURTHER RESOLVED, That LOCATE members are requested to continue work on Phase IV of Union Depot consistent with the attached charge.

|

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

(Page 2 of 2)

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

Charge to LOCATE:

Continue to guide the work for Phase IV of Union Depot.

- (1) Make recommendations to Ramsey County Regional Railroad Authority on the technical work of preparing Union Depot as a multi modal transit hub, including property acquisition, environmental work, planning, engineering, refurbishment of structures.
- (2) Advocate on behalf of implementing the multi modal transit hub at Union Depot.
- (3) Coordinate work on Union Depot with the members' respective organizations or projects.
- (4) Make recommendations to Ramsey County Regional Railroad Authority on the governance structure for Union Depot.
- (5) The charge will be revisited in January 2007.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

8

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kilspiegel
Authorized Signature

7/6/05
Date

Board Action Requested

Legislative update.

DISCUSSION ONLY

Request Justification

A legislative update will be given by John Choi at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 12, 2005
Board Date

Kristine A. Longhney
Signature

July 7, 2005
Date

The Central Corridor through Minneapolis

Mike Christenson
Director of Economic Development
Department of Community Planning and Economic Development
(CPED)
City of Minneapolis

The Proposed Central Corridor



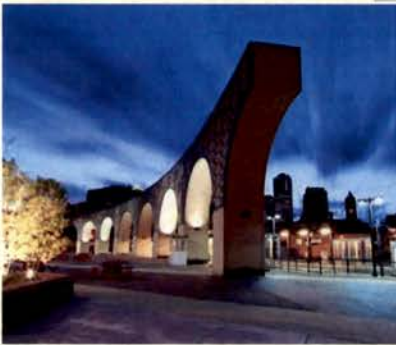
Current and Planned Corridor Development

- Redevelop surface parking lots
 - Elliot Park, Downtown East

Elliot Park



Downtown East



Current and Planned Corridor Development

- Redeveloping surface parking lots
 - Elliot Park, Downtown East
- Redevelop opportunity sites along University Avenue
 - Hubbard, Asphalt Paving

Hubbard



3245 4th Street SE (near Bedford and University)

Asphalt Paving



Current and Planned Corridor Development

- Redeveloping surface parking lots
 - Elliot Park, Downtown East
- Redevelop underutilized sites along University Avenue
 - Hubbard, Asphalt Paving
- Develop SEMI roadway infrastructure to attract investment

Current and Planned Corridor Development

- Redeveloping surface parking lots
 - Elliot Park, Downtown East
- Redevelop underutilized sites along University Avenue
 - Hubbard, Asphalt Paving
- Develop SEMI roadway infrastructure to attract investment
- Develop pedestrian and vehicle friendly infrastructure around Gopher Stadium
 - Fully integrated LRT

University Stadium Site Plan



Graphic courtesy of the University of Minnesota

Land Use Plans Along the Corridor



- Downtown East/North Loop



Land Use Plans Along the Corridor



- Downtown East/North Loop
 - "Complete Community"
 - Integrating existing structures with new development
 - Create a medium-density, mixed use district
 - Addition of residential units
 - Develop new retail along Chicago Avenue near Downtown East
 - Desirable due to proximity to the downtown core and the riverfront

Land Use Plans Along the Corridor



- 29th Avenue SE & University Avenue SE

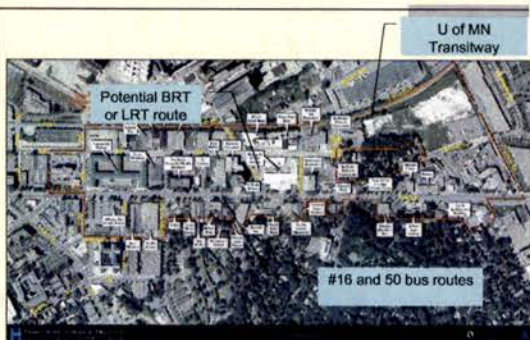


Land Use Plans Along the Corridor



- 29th Avenue SE & University Avenue SE
 - Draft plan underway
 - Currently being reviewed by neighborhoods
 - City Council review planned for summer 2005

29th & University Draft Plan Study Area

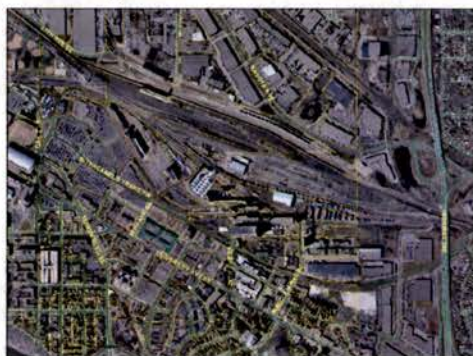


Land Use Plans Along the Corridor



- University Research Park (SEMI)
 - 700 acres—525 in Minneapolis and 175 in St. Paul
 - Calls for a mix of housing, office, commercial/service and light industrial
 - Large investment in Brownfield remediation and infrastructure construction
 - State designated Bioscience Subzone
 - Qualifying businesses are eligible for state income tax, sales tax, employment & investment credits

University Research Park SEMI 2004



University Research Park SEMI



Project Properties Roads Storm Water

Phase 1 2005

Infrastructure –
•Malcolm Avenue
Reconstruction
north of Transway
•Northern Storm
Water Pond

University Research Park SEMI



Project Properties Roads Storm Water

Phase 2 2006

Infrastructure –
•Malcolm Avenue
Extension
•Oak Street
Extension

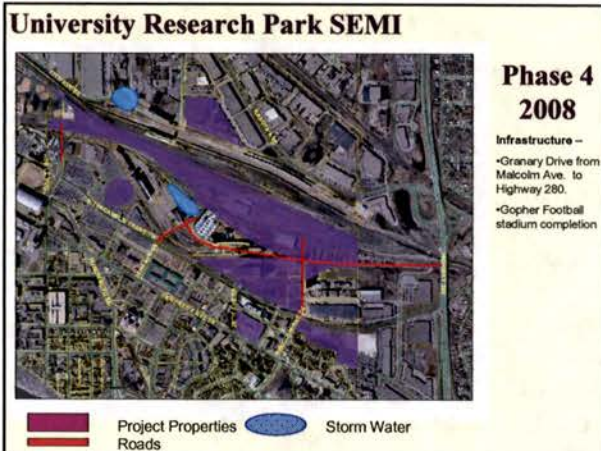
University Research Park SEMI

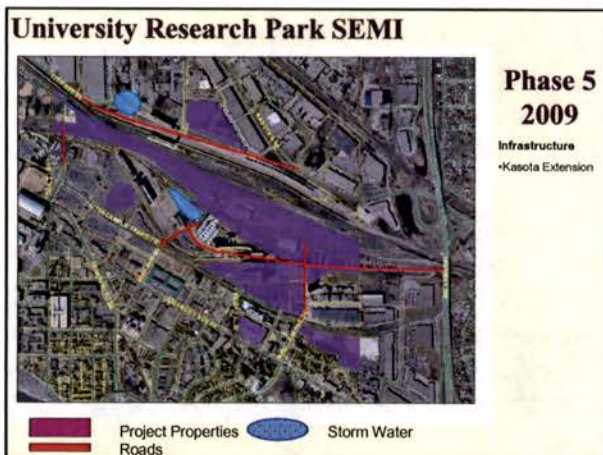


Project Properties Roads Storm Water

Phase 3 2007

Infrastructure –
•Southern Storm
Water Pond
•25th Ave extension
•Granary Drive
between 25th Ave
and Malcolm Ave.





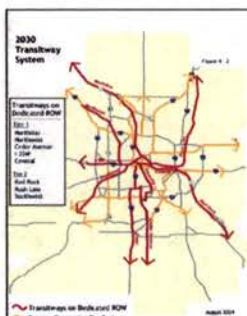
Support for Transit Oriented Development

- Currently beginning a rezoning study on
 Downtown East and the North Loop

Support for Transit Oriented Development

- Currently beginning a rezoning study on Downtown East and the North Loop
- Drafting plans for a rezoning study of 29th Ave SE & University Ave SE
 - Would study the ¼ to ½ mile radius around the intersection
 - Would add a new Transit Pedestrian Overlay zoning district.
 - If adopted, the plan would commence next year.

2030 Transitways and Express Commuter Bus System



Graphic courtesy of Metropolitan Council

Hiawatha LRT and Transit-Oriented Development:

The Emerging Real Estate Market and Policy Framework in Minneapolis

Minnesota Chapter of the Urban Land Institute
March 8, 2005

Mike Christenson
Director of
Economic Development

Mark Garner
Senior Project
Coordinator

Department of
Community Planning and Economic Development
(CPED)
City of Minneapolis

Overview of Presentation

- Hiawatha LRT. Introducing Modern Multi-Modal Transit into the Twin Cities Region
- Public Policy Objectives: aligning multi-modal transportation, land use and growth
- Emerging Real Estate Markets and Opportunities in the Hiawatha LRT Corridor
- Transit-Oriented Urbanism: Minneapolis' Emerging Competitive Advantage

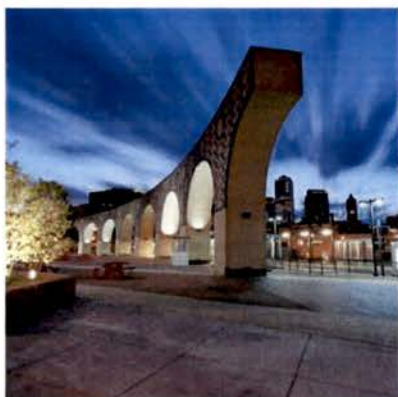
December 2004 Hiawatha LRT Completed

- Strong Ridership
- Favorable Public Reception



Scope of LRT Project

- Downtown Minneapolis – Airport – Mall of America
- 12 miles
- 17 stations
- 37 minutes end-to-end
- 23 minutes downtown-airport
- Feeder buses
- 19,000+ daily passengers
- Full service – December 2004
- \$715.3 million budget





Hiawatha LRT introduces a new generation of world class transit options into the Twin Cities Region

- Light Rail Transit
- Commuter Rail
- Bus Rapid Transit
- Streetcars

Sound Transit Commuter Rail
Seattle, Washington

Max Bus Rapid Transit
Las Vegas, Nevada

Portland Streetcar
Portland, Oregon

Hiawatha LRT is a Corridor of Destinations

- Minneapolis Central Business District
- Target Center / Theater and Warehouse District
- Minneapolis City Hall / Hennepin County Government Center / Hennepin County Medical Center
- Metrodome
- Stone Arch Bridge / St. Anthony Falls / Mill City Museum / New Guthrie Theater
- University of Minnesota
- Hiawatha Corridor / South Minneapolis neighborhoods and commercial corridors
- Historic Minnehaha Falls Park
- VA Medical Center / Fort Snelling / GSA Federal Offices
- Twin Cities International Airport
- Bloomington & the Mall of America

Hiawatha LRT ...

Can serve as the spine transit line in an integrated multi-modal regional transportation system.



2030 Transitway Corridor Map

From the
Metropolitan
Council's "2030
Transportation
Policy Plan"



Five transitway corridors are in late stages of planning, design, policy review, or funding decisions:

- Northstar Commuter Rail between Minneapolis and Big Lake
- Cedar Avenue Bus Rapid Transit (BRT) from MOA south into Dakota County
- Northwest Corridor (Hwy 81) Bus Rapid Transit between Minneapolis and Rogers
- Central Corridor (LRT or BRT) between St. Paul and Minneapolis
- Interstate 35W Bus Rapid Transit (BRT) between Minneapolis and Lakeville

Hypothesis:

- The emerging regional multi-modal fixed-guideway transit system will become the armature for a new wave of high value, compact transit-oriented development projects and neighborhoods that will reshape regional real estate development products and markets

Hypothesis:

- Transit-Oriented Development will emerge as a significant niche in the Twin Cities real estate market. It will continue to grow over the next 20 years
- The stronger the regional transit system becomes, the greater the value and demand for TOD
- TOD properties will become increasingly valuable properties in the emerging urban marketplace. They will command higher prices and maintain higher values

How will we grow?

2000 - 2030
Twin Cities Metro growth forecasts

- 460,000 more households
- 930,000 more people
- 550,000 more jobs
- 4.6 million additional trips a day

How will we develop? How will we rebuild the region?

Housing:

In 2030 there will be 1,730,000 housing units in the Twin Cities metropolitan area

763,000 (44.1%) will have been built after 2000

Commercial:

In 2030 there will be 2.4 billion square feet of commercial and institutional space in the Twin Cities metropolitan area

1.5 billion square feet (62.7%) will have been built after 2000

Source: "Toward a New Metropolis: The Opportunity to Rebuild America," Brookings Institute. Center on Urban and Metropolitan Policy. Washington, D.C. December, 2004.

Hypothesis:

- This growth challenges us to rethink how we will build communities and employment centers
- Transit-Oriented Development is a significant part of the answer

- Transit-oriented development yields future efficiencies in infrastructure, transportation, service delivery and environmental quality

- Transportation consumes 19 cents of every household dollar

- A gallon of gas for a gallon of milk is not an acceptable exchange rate

Sources: American Public Transportation Association, "The Benefits of Public Transportation," Fact Sheets, 2004; Speech by Jennifer Dorn, Administrator, Federal Transit Administration, Los Angeles, CA, September 22, 2004

Increased alignment of governmental policies and programs supporting transit-oriented development

- City of Minneapolis:
 - The Minneapolis Plan
 - Land Use Regulations
 - Infrastructure and development investments
- Hennepin County
 - Hennepin County Comprehensive Economic Development Strategy (CEDS)
 - Infrastructure Investments
 - Transit-Oriented Development Program
- Metropolitan Council
 - Regional Development Framework
 - 2030 Transportation Policy Plan
 - Livable Communities Program

The Minneapolis Plan

Aligns City land use policies and priorities around major Growth Centers, Activity Centers, Transit Station Areas and Commercial Corridors with policies for Transportation and Transit Corridors.



Keys to Achieving Successful Development around Transit

- Build a place not a project; successful TOD is about an urban district
- Align public leadership, jurisdictions, regulations and investments
- Apply the power of public, community and private partnerships
- Build community consensus around a growth vision
- Build upon existing assets
- Align development strategies with market and community priorities

Setting the Table for Transit-Oriented Development

- Establish the Vision**
- Get the stations built right**
- Prepare Station Area Master Plans**
- Reform land use regulations**
- Understand and advocate for the market**
- Improve Pedestrian and multi-modal access to stations**
- Identify resources**
- Create opportunities with excess public land**
- Form Partnerships**
- Align development strategies with market and community priorities**
- Identify Catalyst Projects**

Minneapolis Planning Steps

- Market Study – complete
- Station Area Master Plans
 - Lake Street – complete
 - 46th Street – complete
 - Franklin and Cedar-Riverside – complete
 - Downtown East and North Loop – complete
 - 38th Street – underway
 - VA and 50th Street – next.
- Amendment of Minneapolis Plan – complete
- Transit Overlay District – complete

Example from the 46th Street LRT Station Plan

100,000-150,000 square feet
of retail
100,000 office
537 residential units



City of Minneapolis Developer Contact Information

- **Prepare your development plan and program and secure site control**
- **Then contact:**
 - City Council Member
 - Sector Planner from CPED Community Planning
 - Neighborhood Group
- **For permit applications on a market development project:**
 - Barbara Sporlein, Planning Division Director
- **For affordable housing projects:**
 - Elizabeth Ryan, Housing Division Director
- **For commercial/mixed-use projects and projects with pollution remediation or site assembly assistance:**
 - Mike Christenson, Economic Development Division Director

Minneapolis Department of Community Planning and Economic Development TOD Workplan

- Market Advocacy & One Stop Shop
- Advance Planning, Small Area Planning & Regulation
- Strategic Partnerships, Implementation Planning & Feasibility Assessments
- Underwriting of Multifamily Affordable Housing Projects
- Facilitation and Solicitation of Publicly-Owned Development Sites, Transit Joint-Development Sites and Excess R-O-W
- Station Area Access & Livability Improvements
- Commercial and Transit Corridor Small Business and Property Improvement Programs
- Catalyst Projects, Brownfield Clean-up, and Site Assembly

Cedar Riverside Transit-Oriented Neighborhood Improvements Project

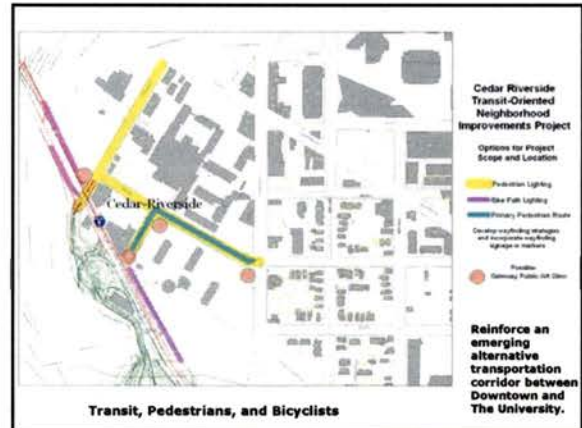
Key Issue:

Finding and using the station safely and comfortably. Reinforcing access, activity and use



Goal:

Capturing the local benefits of premium regional rail transit services

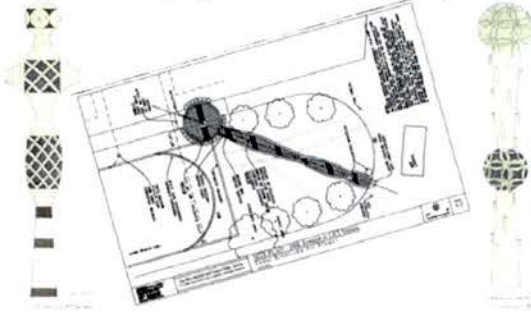


Project Scope:

- Pedestrian Lighting
- Sequential Art Gateways
- Wayfinding Signage
- Bike Path Lighting

Project Partners:

- Hiawatha Project Office
- Hennepin County
- City of Minneapolis
- West Bank Community Coalition



Downtown TOD Opportunity Sites



Nicollet Hotel Block Transit Joint Development Site



DT East LRT Station Block,
Integrated Development Site



Transit-Oriented Development is already underway in the Hiawatha LRT Corridor



There is one large consolidated development site
along the Hiawatha LRT line
Bloomington Central Station

44 acre
site



McGough
Development



Reflections at
Bloomington Central Station

Two Buildings, 267 Units

Sales Center opened September 28
211 units sold

Bloomington
Central Station
Development



View of Minneapolis Neighborhoods along LRT



Transit-Oriented Development in Transit-Oriented Neighborhoods

- A combination of enhancement of existing public and private assets, infill development, and refill or redevelopment
- Neighborhoods of Choice, Character, and Connection

New Housing in the Neighborhood LRT Station Areas

- Between Cedar Riverside and the VA station
- In the development pipeline since 2000
- Over 1,000 units
- Condominiums, Market Rate Apartments, Workforce Housing, Mixed-Use Development, and Community Land Trust
- Many of these projects have names that reflect the impact of LRT, like:
 - Hiawatha Oaks Station
 - Hiawatha Commons
 - Hiawatha Square
 - Riverside Station
 - Hiawatha Court
 - Franklin Station Townhomes

Hiawatha Square,
38th Street Station



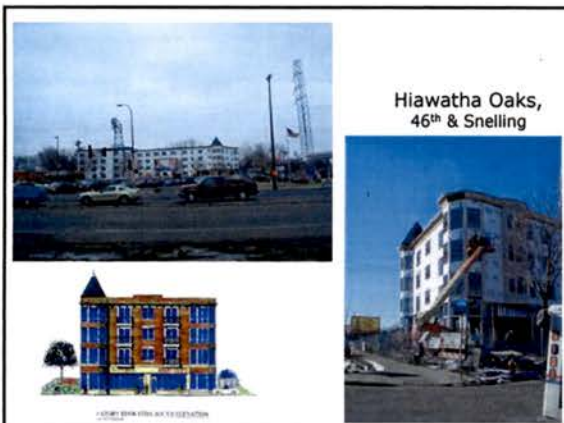
Minnehaha Place,
52nd & Minnehaha



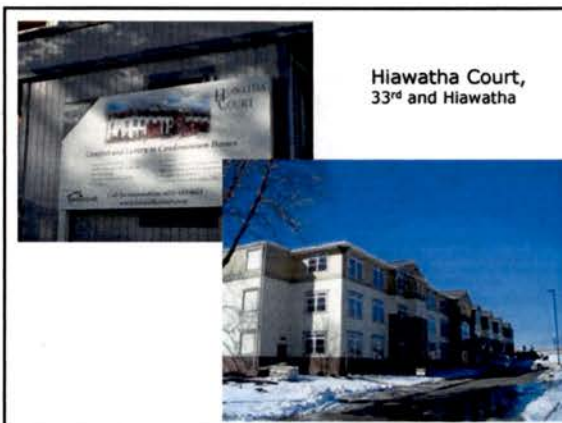
Franklin Station Townhomes
34th & Bloomington

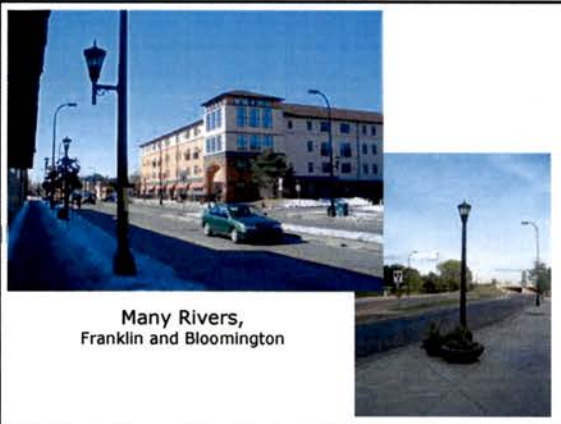


Hiawatha Oaks,
46th & Snelling



Hiawatha Court,
33rd and Hiawatha





Many Rivers,
Franklin and Bloomington

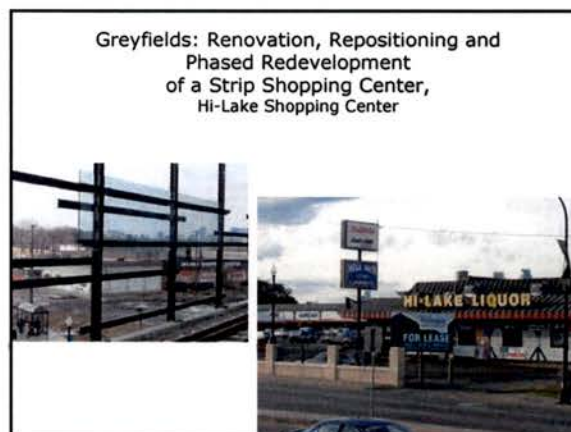


New Opportunities
for Existing Small
Businesses

Caps,
50th & Hiawatha



Innovative Retail and
Community Development,
Midtown Public Market, Lake
Street



Greyfields: Renovation, Repositioning and
Phased Redevelopment
of a Strip Shopping Center,
Hi-Lake Shopping Center



Downtown Minneapolis...
Is already the premier regional example of
successful Transit-Oriented Development

For Downtown Minneapolis
the City Policy is "Transit
First"...

...There is not a desirable
way to add additional highway or road
access without destroying economic
vitality, environmental quality and
neighborhood livability.

5th Street Alignment

LRT is in the emerging development zone located between the Central Business District and the Riverfront.



Central Business District

- Central Business District. Highest order regional concentration of financial, business and professional services. The engine of regional economic growth. Gateway to the global economy.
- Density enhances economic performance through productivity gains and innovation gains. There is new interest in clustering of leading economic sectors.
- CBD provides thick labor markets for networking and job mobility.
- High quality entertainment, cultural, historical and outdoor amenities.
- There is growing appeal for the "3rd places" – bars, restaurants, coffee shops, cultural facilities and book stores that are located between home and workplace.
- Downtown Minneapolis is an attractive environment for the emerging demographics of labor market growth and for entrepreneurial, knowledge-based and innovative business growth.
- Young adults in the 25 to 34 year-old cohort, immigrants, and "creative sector employees." Minneapolis is a nationally recognized leader in this demographic.

Source: Ann Breen and Dick Rigby, *Intown Living: A Different American Dream*, 2004.



Major new regional attractions are close to LRT

Downtown Minneapolis

- Downtown Minneapolis has one of the largest downtown residential populations in the US, with almost 30,000 residents (More than downtown Indianapolis, Houston, Dallas and Denver combined). It is one of less than a dozen 24-hour downtowns in the country.
- Strong residential development in the Central Riverfront, Downtown East, CBD, North Loop, and Elliot Park.
- The series in the Skyway News on the downtown "Condo Pipeline" identifies about 4,500 units proposed to be built between now and 2008. **2,970 of those units are within 1/4 mile of an LRT station.**
- In the Central Riverfront and North Loop new development is moving towards the LRT stations.
- By going higher or using loft construction and finishes developers are bringing the price points down to young adult buyers - \$180,000 - \$400,000, a key demographic in the labor market, professional workforce and lifestyle of downtown.

Source: "The Downtown Condo Pipeline: Skyway News, September 13 - 19, 2004



- Northstar Commuter Rail and the extension of the Hiawatha LRT to the Multi-Modal Station at 5th Avenue North will bring thousands of new housing units in the North Loop to within ¼ mile of LRT



5th Avenue Lofts,
Rock Island Lofts

Bookman Stacks, Bookman
Lofts, 710 Lofts



Hypothesis:

Transit-Oriented Urbanism...
is Minneapolis' emerging
competitive advantage

Hypothesis:

- Transit-Oriented Development is the only economic development strategy for Minneapolis that can accommodate growth without diminishing economic performance or community livability.
- TOD is about creating and reinforcing neighborhoods of choice, character and connection.
- Transit will increasingly shape market- based housing and economic development choices and opportunities.



Commissioner Toni Carter

Highlights of Portland and Seattle light-rail visit

June 26-30, 2005 (4 days)

Meetings and contacts with transit organizations, elected officials, community organizations, businesses, architects/planners

Opportunities and Concerns

- Access, jobs, contracts, housing, amenities
- Historical inequities – displacement, high rents, disruption, division
- Business access, visibility, client base and profitability
- Creating and enhancing connections for the future
- Improved safety – before, during and after construction

Conclusions

High-quality two-way communications is key

- Building relationships early and often – on the street day-to-day
- Multiple venues for airing/understanding/addressing concerns
- Clear processes for input/decision-making and problem-solving
- Keep commitments/respond promptly
- Be flexible

Build partnerships that work

- Government, neighborhoods, businesses, ethnic communities
- Contractors, labor organizations, financial and foundation community

Planning it right up front helps build the best solution

- Getting in front of, and shaping, inevitable change
- Planning for community equity instead of gentrification
- Vision shared by key stakeholders, at all organizational levels

Examples of Specific Solutions

- Area and comprehensive plans / design as a tool to educate and plan
- Community-outreach workers
- Citizen-advisory bodies
- Rent-to-own and loan funds
- Discrete managed construction periods for minimal disruption
- Multiple mitigation strategies (*marketing, coupons/newsletters, directed visits/tours, storefront improvement, construction-period mitigation grants, loans, business- development assistance*)
- High DBE participation goals and early DBE preparation
- Pre-apprenticeship programs
- General-contractor expectations and engagement
- Public purchase of available plots (*for substations and other desired development*)
- Honor history, even when painful

MVST Constitutional Amendment

Language contained in HF2461 passed by the Legislature and sent to the Governor proposes a constitutional amendment for the ballot in November, 2006. The Attorney General has ruled previously that Governors cannot veto proposed constitutional amendments passed by the legislature even if they are part of a larger bill that is vetoed.

The language that passed is as follows:

Sec. 10[SUBMISSION TO VOTERS]

The constitutional amendment proposed in section 12 must be presented to the people at the 2006 general election. The question submitted must be:

“Shall the Minnesota Constitution be amended to dedicate revenue from a tax on the sale of new and used motor vehicles over a five-year period, so that after June 30, 2011, all of the revenue is dedicated at least 40 percent for public transit assistance and not more than 60 percent for highway purposes?”

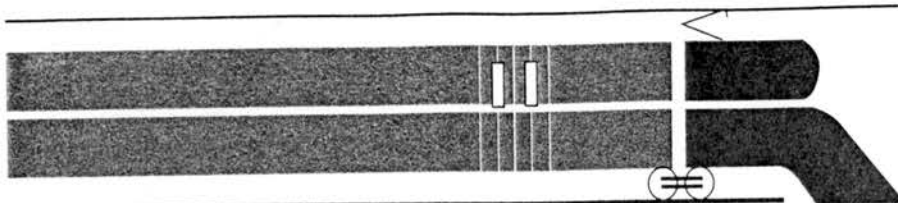
Yes.....

No.....”

The Department of Finance has estimated that MVST will bring in a total of \$621 million in FY09. Using MnDOT's assumption of 2% growth each year beyond that, the estimate for FY2012 is \$659 million. Using a 40/60 split, this will provide an additional \$263.6 million for transit in FY2012 and beyond and an additional \$395.4 million for highways in FY2012 and beyond.

The Minnesota Transportation Alliance and other transportation organizations will be organizing a major PR campaign to support passage of this amendment in 2006. In addition to supporting the proposed amendment, local elected officials could assist this effort by doing the following:

- (1) Pushing for a special session this fall dealing with infrastructure including highway funding. The passage of additional funding for highways such as a gas tax or license tab fee increase will assist efforts to gain support for the constitutional amendment on the part of those who are concerned about the level of additional funding for transit versus highways.
- (2) Seek legislative clarification of the amount that transit will receive.
- (3) Work with out-state commissioners who may have concerns about the language of the amendment.
- (4) Invite interested groups to give a presentation to the Board.
- (5) Participate in any campaign organized by transportation advocates.



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

July 26, 2005

11:00 a.m.

Third Floor Council Chambers Courthouse

1. * Approve minutes from July 12, 2005 RCRRA meeting

ADMINISTRATIVE AGENDA

2. * Ratify Partial Payment No. 11 in the amount of \$16,162.02 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for 4/30/05-5/27/05

POLICY AGENDA

3. Hennepin County Intermodal Station presentation – Derek Crider, Presenter
 4. * Approve agreement between RCRRA, City of St. Paul and the St. Paul Port Authority for services in negotiating the acquisition of real estate owned by the United States Post Office
 5. * Approve and authorize the Chair of the RCRRA to sign the County Road D realignment agreement, and authorize staff to continue negotiations with the City of Maplewood on acquisition
 6. Central Corridor update – Steve Morris presenter
 7. Legislative update
- * Action is requested

Meeting Minutes

RAMSEY COUNTY RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on July 12, 2005 in Council Chambers, Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega
Commissioner Tony Bennett
Commissioner Toni Carter (arrived at 11:15 a.m.)
Commissioner Jim McDonough
Commissioner Victoria Reinhardt
Commissioner Janice Rettman
Commissioner Jan Parker (arrived at 11:15 a.m.)

OTHERS PRESENT: Kathy DeSpiegelaere, Alicia Vap, David Twa, Steve Morris, Kris Longhenry, David MacMillan, Bonnie Jackelen, David Block, John Choi, Leda Barnes, Allen Lovejoy, Donna Drummond, Susan Kimberly, Tony Schertler, Eden Spencer, Mike Christenson, Jane McClure, Patrick Ruble, Jo Haberman.

Chair Ortega called the RCRRA meeting to order at 11:10 a.m.

ADMINISTRATIVE AGENDA

1. Approve minutes from June 14, 2005 RCRRA meeting

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to approve the minutes from the June 14, 2005 RCRRA meeting.

Roll call vote was taken:

Ayes – 4, Nays – 0

Motion accepted.

(Commissioners Carter and Parker arrived at this time.)

2. Ratify Partial Payment No. 10 in the amount of \$21,774.28 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for 3/19/05-4/29/05

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to ratify Partial Payment No. 10 in the amount of \$21,774.28 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for 3/19/05-4/29/05.

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 Metropolitan Council for the purpose of conducting the Central Corridor Phase 2 study; 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 29, 2005; 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 No. NCV-3800, Partial Payment No. 10, in the amount of \$21,774.28 attachments thereto, provide the correct documentation of payments due Metropolitan Council through April 29, 2005; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$21,774.28 for services rendered through April 29, 2005, is hereby ratified.

3. Ratify Partial Payment No. 4 in the amount of \$1,234.02 to Washington County for consultant work on the Red Rock Corridor for 2/1/05-2/28/05

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to ratify Partial Payment No. 4 in the amount of \$1,234.02 to Washington County for consultant work on the Red Rock Corridor for 2/1/05-2/28/05.

Roll call vote was taken:

Ayes – 6, Nays – 0
Motion accepted

WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has entered into an agreement with Washington County Regional Railroad Authority (WCRRA), Dakota County Regional Railroad Authority (DCRRA) and Hennepin County Regional Railroad Authority (HCRRA) for consulting service for the completion of the Red Rock Corridor Alternatives Analysis/Scoping Study; and

WHEREAS, RCRRA has approved funding \$168,750 or 37.5% of the total cost of this Study (per RCRRA resolution R03-23); and

WHEREAS, Washington County is managing this Study;

WHEREAS, the consultants have satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through February 2005; 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, Washington County Partial Payment No. 4, Invoice No. 44681, in the amount of \$1,234.02 attachments thereto, provide the correct documentation of payments due Washington County through February 28, 2005; Now, Therefore Be It

RESOLVED, Payment to Washington County in the amount of \$1,234.02 for services rendered through February 28, 2005, is hereby ratified.

4. Ratify Quarterly Report of Payments for the period of January 1, 2005 through March 31, 2005

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to ratify the Quarterly Report of Payments for the period of January 1, 2005 through March 31, 2005.

Roll call vote was taken:

Ayes – 6; Nays – 0
Motion Accepted

WHEREAS, Payments have been made from the Ramsey County Regional Railroad Authority budget for the period of January 1, 2005 through March 31, 2005 and a record of these disbursements is attached; Now, Therefore, Be It

RESOLVED, That the report of payment is accepted by the Ramsey County Regional Railroad Authority.

POLICY AGENDA

5. Information from Light Rail Transit visits

Commissioner Carter talked about her recent fact finding trip to Seattle, Washington and Portland, Oregon and the implementation of light rail transit in those cities. Commissioner Carter summarized the visit by highlighting the lessons learned from those cities, which included early and open communication with the affected communities of light rail construction, as well as accurate planning of light rail, to enable building the best solution for all affected parties.

6. Report on land use and economic development planning along the Central Corridor

Susan Kimberly, City of St. Paul PED Director, discussed the City's plans regarding light rail on University Avenue. Ms Kimberly noted that the Mayor believes light rail implementation is a question of when, not if. Ms Kimberly talked about the unique nature of the make-up of University Avenue, with its series of segments and she noted an important goal is to reach a working consensus.

Ms Kimberly stated that St. Paul (PED) has recently been restructured, in part to allow for appropriate focus on Central Corridor. A new West Team, headed by Tony Schertler, will handle land use, zoning and economic development issues near the Central Corridor project.

Ms Kimberly discussed the Bloomington Central project, on the Hiawatha Line and noted the possibilities for the Central Corridor area, though this scale of redevelopment is not appropriate for all sections of Central Corridor.

Ms Kimberly commented that the work to be done for Central Corridor would be completed both from the top down and the bottom up. She noted that the City is assembling a Task Force, which will include the individuals on the newly formed West Team, as well as representatives from the Police and Fire Departments.

Mike Christenson, CPED, presented information about what CPED has learned with the Hiawatha Line. He referenced a presentation, available on the CPED website, that discussed the concept of Transportation Oriented Development (TOD) and its influence on development and redevelopment along the Hiawatha Line.

Mr. Christenson also summarized the current and planned development along Central Corridor in Minneapolis.

7. Union Depot Update

A motion was made by Commissioner Reinhardt, seconded by Commissioner McDonough, to approve the resolution thanking the members of the LOCATE Task Force for their work in moving the Union Depot project forward.

Roll call vote was taken:

Ayes – 6; Nays – 0

Motion Accepted

WHEREAS, A multi modal transportation center in downtown St. Paul at which passengers can transfer seamlessly between the Central Corridor, Rush Line Corridor, Red Rock Corridor, Amtrak, Jefferson Lines, Greyhound Lines, Metro Transit buses and Midwest Regional Rail is integral to the vision for transportation in the region; and

WHEREAS, LOCATE Task Force, which includes Congressional members, the City of St. Paul, the Minnesota Department of Transportation, Metropolitan Council, St. Paul Area Chamber of Commerce, St. Paul Building Owners and Managers Association, Capital City Partnership, St. Paul Port Authority, Lowertown Redevelopment Corporation, Amtrak, Jefferson Lines, Greyhound Lines, Central Corridor, Red Rock Corridor, Rush Line Corridor and Riverfront Development Corporation recommended to Ramsey County Regional Railroad Authority that the Union Depot should be implemented as a multi modal transportation center in downtown St. Paul; and

WHEREAS, A study was conducted of Union Depot as a multi modal transportation center in 2003 which determined that all the modes of transportation will fit well into the area of the elegant, historic Union Depot; and

WHEREAS, The study concluded that in order to implement the transportation center, the concourse area of the Union Depot, currently in use by the United States Postal Service, is an essential component for achieving the transportation vision; and

WHEREAS, On June 6, 2005, the United States Postal Service announced its intention to move its operations facility in St. Paul to Eagan by 2009; and

WHEREAS, The members of LOCATE Task Force have built consensus which has been instrumental in moving forward a project of this scope and historical impact; and

WHEREAS, The members of LOCATE Task Force have addressed the concerns and issues of diverse public and private organizations; Now, Therefore, Be It

RESOLVED, That the Members of LOCATE Task Force are thanked by Ramsey County Regional Railroad Authority for their extremely significant accomplishments; and Be It

FURTHER RESOLVED, That LOCATE members are requested to continue work on Phase IV of Union Depot consistent with the attached charge.

8. Legislative Update

John Choi presented an update on transportation funding. He noted that there would be a separate transportation bill for transportation funding. Mr. Choi commented that the transportation bill will fund the Department and will not have additional funding sources like the gas tax. Transit itself will receive \$46 million, of which \$40 million will be directed toward Metro Transit. Mr. Choi noted that an amendment would be drafted to include the 5-cent gas tax to the transportation bill by some legislators who were unhappy with the overall transportation bill.

Mr. Choi distributed a handout regarding the status of a constitutional amendment that was vetoed by the Governor. Mr. Choi commented that the Governor does not have the power to veto constitutional amendments and that there will be a ballot in the November 2006 election to decide whether the MN Constitution should be

amended to dedicate revenue from sales tax on new and used motor vehicles to public transit and highway purposes.

The meeting adjourned at 12:10 p.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Halpern
Authorized Signature

7/19/05
Date

Board Action Requested

Ratify Partial Payment No. 11 in the amount of \$16,162.02 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for April 30, 2005 to May 27, 2005.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Accounts Payable forms and Partial Payment No. 11
3. Metropolitan Council Invoice No. NCV-3867 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 26, 2005

Board Date

Kristine A. Longhenry
Signature

July 19, 2005
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 Metropolitan Council for the purpose of conducting the Central Corridor Phase 2 study; 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 May 27, 2005; 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 No. NCV-3867, Partial Payment No. 11, in the amount of \$16,162.02 attachments thereto, provide the correct documentation of payments due Metropolitan Council through May 27, 2005; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$16,162.02 for services rendered through May 27, 2005, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00003241

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 27-Jun-2005
Run Time 1:05:19 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
Jun.2005	NCV-3867	31.May.2005	0000002054	METROPOLITAN COUNCIL	ONL	LONGHEKR P		27.Jun.2005	U	Due Now
Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip			
\$16,162.02	\$0.00	MEARS PARK CENTRE	230 E FIFTH ST		ST PAUL	MN	55101			
Billg	Group ID	Sales Tax	Pckp Ord# Nbr							
	000748	\$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 Service	\$16,162.02	918070001	\$16,162.02		Y	Y	Y	N	RRA	0000000450	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			\$16,162.02			N

Account Name: Consulting Services

Department Name: RCRRA-Proj/Grant

ent Comments-Check Stub

ice No. NCV-3867 (11), dated 6/31/05
ices of Steve Morris and ZAN Associates for 4/30/05-6/27/05 on the Central Corridor Phase 2 study

her Comments

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. Spiegelbauer

Date

7/1/05

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: 0000002054
METROPOLITAN COUNCIL
MEARS PARK CENTRE
230 E FIFTH ST
ST PAUL MN 55101
United States

Purchase Order	Date	Revision	Page
RRA - 0000000450	05/24/2005		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 Service	1.00	EA	173,000.00	173,000.00	05/24/2005
Schedule Total						173,000.00	

Mfg ID

Item Total 918070001 173,000.00

Central Corridor Phase 2 project consulting services of Steve Morris

Total PO Amount 173,000.00

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

Metropolitan Council - Central Corridor Transit Study - Phase 2

Period of service	Invoice #1 4/4/04-7/31/04	Invoice #2 6/3/04-8/20/04	Invoice #3 8/21/04-9/17/04	Invoice #4 6/1/04-10/29/04	Invoice #5 10/3/04-11/26/04	Invoice #6 1/24/04-12/24/04	Invoice #7 12/25/04-1/21/05
LABOR	\$44,603.27	\$14,912.02	\$11,099.52	\$28,524.28	\$14,412.01	\$15,537.01	\$17,264.42
DIRECT COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADJUSTMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INVOICE	\$44,603.27	\$14,912.02	\$11,099.52	\$28,524.28	\$14,412.01	\$15,537.01	\$17,264.42
RETAINAGE (0%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NET PAY INVOICE	\$44,603.27	\$14,912.02	\$11,099.52	\$28,524.28	\$14,412.01	\$15,537.01	\$17,264.42
Subsistence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Local Transport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Shipping Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing and Reprod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Misc Field Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellan Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total SRF Direct Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Subcontractors Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subcontractors:							
DBE's							
Total DBE's							
DBE% Total Contract							
Amount spent on contract	\$44,603.27	\$59,515.29	\$70,614.81	\$99,139.09	\$113,551.10	\$129,088.11	\$146,352.53
Balance of contract	\$150,396.73	\$135,484.71	\$124,385.19	\$95,860.91	\$81,448.90	\$65,911.89	\$221,647.47
80% FTA Share	\$35,682.62	\$47,612.23	\$56,491.85	\$79,311.27	\$90,840.88	\$103,270.49	\$117,082.02

INVOICE

Please Remit To:
 Metro Transit
 Accounts Receivable
 560-6th Avenue North
 Minneapolis, MN 55411-4398

Page: 1
 Invoice No: NCV-3867
 Invoice Date: 05/31/2005
 Customer Number: RAMREG
 Payment Terms: Due 30 dys
 Due Date: 06/30/2005

Customer:
 RAMSEY CO. REGIONAL RR AUTHORITY
 ATTN: KATHRYN DESPIEGELAERE
 50 W. Kellogg Blvd. Suite 560
 St. Paul, MN 55102

AMOUNT DUE: \$ 16,162.02

\$ _____
 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		CONSULTING SE	Central Corridor Project May, 2005 Metropolitan Council Contract #04P013 Amendment #1	40.50	HR	125.00	5,062.50
			Reimbursement due to Metro Transit for Zan Associates consulting services and Stephen L. Morris salary and fringe benefits per attached detail				
2		LOCAL GOV'T A 4/30/05-5/27/05	Fringe Benef	7,399.68	EA	0.50	3,699.84
3		LOCAL GOV'T A 4/30/05-5/27/05	Salary Expen	1.00	EA	7,399.68	7,399.68
SUBTOTAL:							16,162.02
TOTAL AMOUNT DUE :							\$ 16,162.02

OK JH

METROPOLITAN COUNCIL / METRO TRANSIT
560 SIXTH AVENUE NORTH
MINNEAPOLIS, MINNESOTA 55411-4398

[Handwritten mark]

PAYMENT CLAIM NO. 3 FOR PROFESSIONAL/TECHNICAL/CONSULTING SERVICES

NAME OF FIRM: ZAN Associates

DATE: May 12, 2005

ADDRESS: 10129 Windsor Lane

SERVICES FOR THE
PERIOD FROM: April 1, 2005

Minnetonka, MN 55305

TO: April 30, 2005

PROJECT NUMBER: N/A

CONTRACT NUMBER: 04P013

PROJECT NAME: Met Council Consultant

BLPO NUMBER: 2648

PEOPLESFT ACCOUNT CHART FIELD:

FOR METROPOLITAN COUNCIL USE ONLY						
Account	Fund	Org. #	Program	Subclass	Project	Amount
5821	702	41320	099	0999	44401	\$3,812.50

CONTRACT SUMMARY:

ORIGINAL CONTRACT AMOUNT \$ 47,500

AUTHORIZED CHANGES TO ORIGINAL CONTRACT:

AMENDMENT #1 \$ \$14,000

AMENDMENT #2 \$

NET CHANGES (SUB-TOTAL) \$ 14,000

REVISED CONTRACT AMOUNT \$ 61,500.00

PAYMENT SUMMARY:

LESS AMOUNT PAID OR BILLED PREVIOUSLY \$ 43,625.00

AMOUNT DUE THIS PAYMENT \$ 5,062.50

Balance remaining after this payment \$ 12,812.50

CERTIFICATION BY CONTRACTOR

I hereby certify that the above services have been performed and that this claim is just and correct and paid.

COUNCIL/METRO TRANSIT'S CERTIFICATION

I hereby certify that I have prepared or examined this claim for work performed during the period for which this payment claim has been made and that the Contractor is entitled to payment of the claim under the terms of the contract.

By _____
Contractor's Authorized Representative Date

Natalie Per
Council's Authorized Representative

5-12-05
Date

[Signature]
Asst. General Manager- Administration

5-23-05
Date

OK Susan [Signature]

7

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Delgado
Authorized Signature

7/19/05
Date

Board Action Requested

Hennepin County Intermodal Station presentation.

DISCUSSION ONLY

Request Justification

Derek Crider, Hennepin County Manager of Engineering and Transit Planning, will present information on the Hennepin County Intermodal Station proposed for the connection of the Hiawatha, Northstar, Central, Red Rock, Southwest, Amtrak and high speed rail trains in downtown Minneapolis.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 26, 2005

Board Date

Kristine A. Longherry
Signature

July 19, 2005
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

7/19/05
Date

Board Action Requested

Approve agreement between RCRRA, City of St. Paul and the St. Paul Port Authority for services in negotiating the acquisition of real estate owned by the United States Post Office.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Memorandum from K. DeSpiegelaere, dated 7/18/05
3. Map
4. Proposed agreement

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 26, 2005

Board Date

Kristine A. Longhewy
Signature

July 19, 2005
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, Ramsey County Regional Railroad Authority has determined that a multi modal transit center at Union Depot in St. Paul, Minnesota will serve Amtrak, high speed rail, light rail, commuter rail, buses and autos; and

WHEREAS, A key element to implementing the multi modal transit center at Union Depot is the relocation of the Post Office from the concourse area of the Depot; and

WHEREAS, The Post Office has indicated a willingness to relocate its services to Eagan, Minnesota; and

WHEREAS, St. Paul and Ramsey County Regional Railroad Authority have an interest in property that will be vacated by the Post Office in downtown St. Paul; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the agreement with the City of St. Paul and the St. Paul Port Authority for the negotiation by the St. Paul Port Authority of the property at Union Depot; and Be It Further

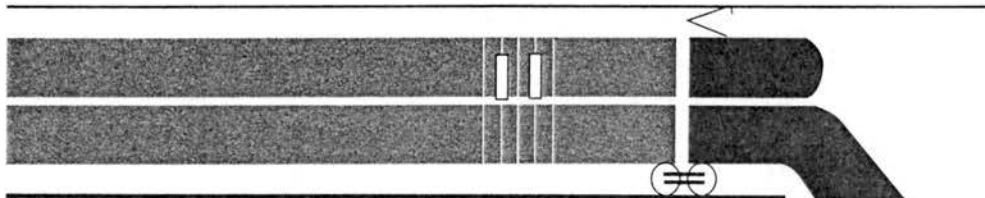
RESOLVED, That Ramsey County Regional Railroad Authority approves the cost sharing associated with the contract in an amount not to exceed \$207,500.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, 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 Commissioner
David Twa, County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Agreement between Ramsey County Regional Railroad Authority, City of
St. Paul and Saint Paul Port Authority

Date: July 18, 2005

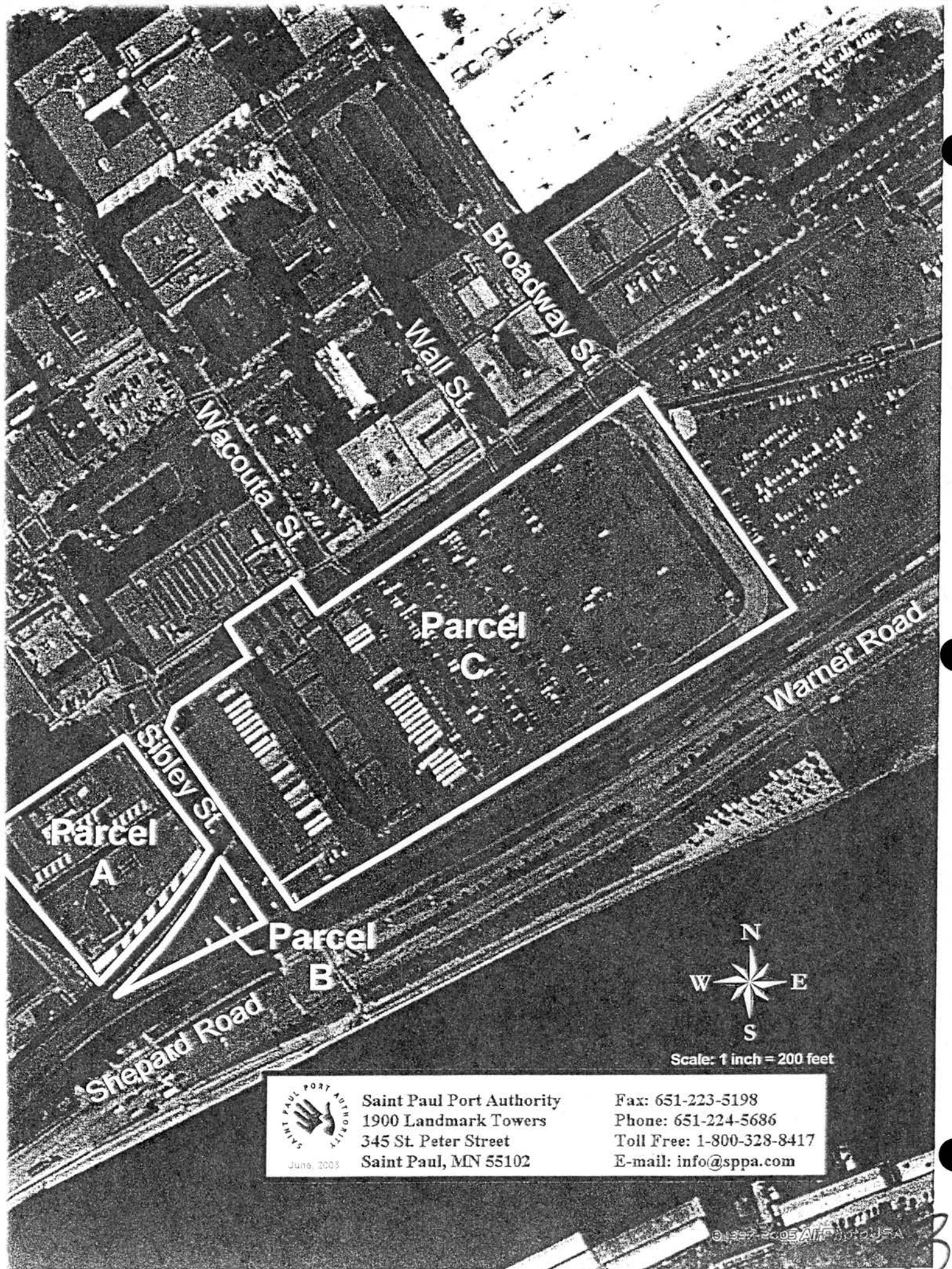
St. Paul and Ramsey County Regional Railroad Authority propose to contract with the St. Paul Port Authority for its services in negotiating the acquisition of real estate owned by the United States Post Office.

The attached agreement is presented to you for your approval. Bill Morin, who has negotiated other property acquisition for the Regional Railroad Authority, is the primary individual who will negotiate. The interest of the Regional Railroad Authority is in acquiring Parcels B and C, necessary for the Union Depot multi modal transit center.

The cost of the services of the Port Authority includes its own work, appraisals, legal, environmental, architectural, surveying and title work. Ramsey County Regional Railroad Authority and St. Paul would share the cost, 50% to each, and therefore the Railroad Authority's cost would not exceed \$207,500 for this work.

Recommendation:

Consider the resolution adopting the agreement attached.



Scale: 1 inch = 200 feet



June, 2003

Saint Paul Port Authority
1900 Landmark Towers
345 St. Peter Street
Saint Paul, MN 55102

Fax: 651-223-5198
Phone: 651-224-5686
Toll Free: 1-800-328-8417
E-mail: info@sppa.com

**JOINT POWERS AGREEMENT
BY AND AMONG
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY,
CITY OF ST. PAUL, AND ST. PAUL PORT AUTHORITY**

This is a Joint Powers Agreement by and among the St. Paul Port Authority ("Contractor"), Ramsey County Regional Railroad Authority ("RCRRA"), a political subdivision of the State of Minnesota, and City of St. Paul, a home rule charter city (City).

RECITALS

WHEREAS, Minnesota Statutes Section 471.59 (the "Joint Powers Act") provides that two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, and that the agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units; and

WHEREAS, the parties hereto are "governmental units" as such term is defined in the Joint Powers Act; and

WHEREAS, it has been proposed that the Contractor, on behalf of the RCRRA and City, negotiate the acquisition of the Post Office buildings located in St Paul, Mn; and

WHEREAS, the governing bodies of the Contractor, RCRRA and City have authorized the execution and delivery of this Joint Powers Agreement.

NOW THEREFORE RCRRA, City and the Contractor agree as follows:

1. **Scope of Services**
Contractor shall provide the services specified in ADDENDUM I, attached hereto and made a part of this Agreement.
2. **Cost/Payment**
The cost of services shall be as set forth in ADDENDUM I. The Contractor shall submit monthly an itemized invoice to RCRRA and the City specifying the nature of work performed and hourly time associated with such work. Upon receipt of the invoice and verification of the charges, RCRRA and City shall each pay 50% of amount due and make payment within 35 days of receipt of a detailed invoice. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.
3. **Independent Contractor**
It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Contractor as the employee of RCRRA and City for any purpose or in any manner whatsoever. The Contractor is an independent contractor

and neither it, its employees, agents nor representatives are employees of RCRRA and City. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

4. Indemnification

The Contractor shall indemnify, hold harmless and defend RCRRA and the City, its officials, employees and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which RCRRA or the City, its officials, employees, and agents may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, its agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

5. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to RCRRA and City, the State Auditor, or RCRRA's ultimate funding source, a copy of this Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

6. Cancellation

RCRRA, City or Contractor may cancel this Agreement without cause by thirty (30) days' written notice to the other party. RCRRA, City or Contractor may cancel this Agreement for cause by five days' written notice to the other party.

7. Non-Discrimination

Contractor agrees that, in the hiring of all labor for the performance of any work under this Agreement, that it will not, by reason of race, creed, color, gender, sexual preference, marital status, status with regard to public assistance, age, religion, national origin or disability, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. When required by law or requested by RCRRA or City, Contractor shall furnish a written affirmative action plan.

8. Data Practices

All data collected, created, received, maintained or disseminated for any purposes in the course of Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Statutes Chapter 13, or any other applicable State statutes, any state rules adopted to implement the Act and statutes, as well as federal laws and regulations on data practices.

9. Workplace Violence Prevention

The Contractor shall make all reasonable efforts to ensure that Contractor's employees, officials and subcontractors do not engage in violence while performing under this

contract. Violence, as defined by the Ramsey County Workplace Violence Prevention and Respectful Workplace Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

10. Subcontractor Payment

The Contractor shall pay subcontractors within ten days of the Contractor's receipt of payment from RCRRA and City for undisputed services provided by the subcontractor. The parties acknowledge that Contractor is a "municipality" subject to the provisions of Minnesota Statutes 471.425.

11. Unavailability of Funding

The purchase of services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources. RCRRA or City may immediately cancel this Agreement, or a portion of the services to be provided under this Agreement, if the funding for the services is no longer available to City or RCRRA. Upon receipt of City's or RCRRA's notice of cancellation of the Agreement, or of a portion of the services to be provided under this Agreement, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent they relate to the Agreement or the portions of this Agreement for which funding has become unavailable.

12. HIPAA Compliance

Contractor agrees to implement and comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191), as it may be amended from time to time.

13. 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 appropriate State or Federal District Court in Ramsey County, Minnesota.

14. Entire Agreement

This Agreement, including ADDENDUM I is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the provisions of this Agreement and ADDENDUM I, the provisions of this Agreement shall prevail. Any amendments to this Agreement and ADDENDUM I shall be valid only when reduced to writing and duly signed by the parties.

15. Term

The term of this agreement shall commence on June 20, 2005 and terminate on June 30, 2006, unless sooner terminated as provided herein or extended by the parties.

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

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

ST. PAUL PORT AUTHORITY

By: _____
Print Name: _____

By: _____
Print Name: _____

Its: _____
Date: _____

Its: _____
Date: _____

Contractor Tax Payer ID#
41-6005524

CITY OF ST. PAUL

By: _____

Its: Mayor

By _____
Its: Director of Department of Human Rights

By _____
Its: Director of Office of Financial Services

By: _____
Its: Director of Department of Planning and
Economic Development

Date: _____

Approved as to form:

Approved as to form:

Assistant County Attorney

City Attorney

Funds are available ²⁰⁰⁵
Account Number: 12501 150112 00000

Funds are available
Account Number: 421522

Mark Jensen
Budgeting and Accounting

Budgeting and Accounting

ADDENDUM I SCOPE OF SERVICES

The Contractor shall perform the following services on behalf of RCRRA and City in connection with the acquisition of real estate now owned by the United States Post Office and located in St. Paul, Mn.

1. Contractor will represent the City and RCRRA (Buyer) in their joint effort to acquire real estate currently owned by the United States Post Office (Seller), and located as noted on the attached site plan.
2. Contractor will negotiate with Seller the terms and conditions of the acquisition. If successful, the transaction will be memorialized first by a letter of intent (LOI) and then by a purchase agreement (PA). The LOI & PA will be a three party agreement between Seller, City and RCRRA. Contractor has no authority to legally bind the City and RCRRA to a LOI or PA, instead approval of a LOI and PA must be made by the governing bodies of the City and RCRRA.
3. The terms and conditions of the LOI and PA will include, but not be limited to, the purchase price, Buyer's right to inspect property, Seller and Buyer contingencies (including financing of the acquisition), and a closing schedule. Seller may also wish to incorporate a lease-back arrangement to maintain a downtown retail presence and a Postmaster office.
4. The Seller has indicated a need to "recognize the value in use of this building".
5. RCRRA and City understand that William Morin will be the primary individual performing services under this agreement. Other personnel may be assigned upon consent of RCRRA and the City.
6. Upon execution of the LOI and PA by the Seller, City, and RCRRA, the Contractor will manage for the benefit of Buyer the due diligence process.
7. Primary contact persons for this Agreement are:

RCRRA: Commissioner Rafael E. Ortega
(Kathy DeSpiegelaere may act in his stead)

City: Mayor Randy C. Kelly
(Tom Triplett may act in his stead)

Contractor: William M. Morin

Each primary contact person is responsible for communicating to its own organization and for seeking its appropriate approvals of the LOI, and PA.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

7/19/05
Date

Board Action Requested

Approve and authorize the Chair of the RCRRA to sign the County Road D realignment agreement, and authorize staff to continue negotiations with the City of Maplewood on acquisition.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Memorandum from K. DeSpiegelaere, dated 7/19/05
3. Right of way map
4. RCRRA Resolution No. R03-58, dated 11/4/03
5. RCRRA Resolution No. R05-11, dated 2/8/05
6. Realignment map
7. Proposed abandonment area map
8. Agreement
9. Bruce Vento Regional Trail map

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 26, 2005
Board Date

Kristine A. Longhenry
Signature

July 19, 2005
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, Ramsey County Regional Railroad Authority plans indicate that right of way should be preserved in the Northeast (Rush Line) Corridor; and

WHEREAS, Ramsey County Regional Railroad Authority has previously purchased right of way from Burlington Northern Santa Fe Railroad from downtown St. Paul to Beam Avenue in Maplewood with the purpose of having rail transit and a trail coexist where right of way width is sufficient for both; and

WHEREAS, Additional right of way will be abandoned by Burlington Northern Santa Fe Railroad from Beam Avenue to north of I-694 and purchased by the City of Maplewood; and

WHEREAS, The City of Maplewood has drafted a County Road D Realignment Agreement between the City, Burlington Northern Santa Fe Railroad, Minnesota Commercial Railroad, Xcel Energy, Ramsey County, and Ramsey County Regional Railroad Authority outlining roles and responsibilities in the abandonment process; and

WHEREAS, That Agreement specifies that the Ramsey County Regional Railroad Authority has until June 30, 2006, to purchase the abandoned right of way from the City of Maplewood; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves and authorizes the Chair to sign the County Road D Realignment Agreement; and Be It Further

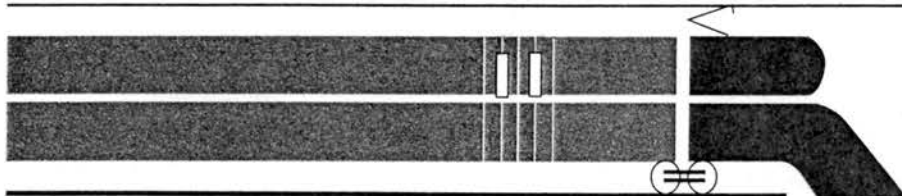
RESOLVED, The Ramsey County Regional Railroad Authority authorizes staff to continue discussions with the City of Maplewood about acquisition by the Regional Railroad Authority of the a portion of the right of way from Beam Avenue to just north of I-694.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, 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 and Authorize the Chair to Sign the County Road D Realignment Agreement, and Authorize Staff to Continue Negotiations with City of Maplewood on Acquisition

Date: July 19, 2005

BACKGROUND

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRRA from Burlington Northern (BN) on December 27, 1992 (see **Attachment 1**). It was acquired to preserve the property as an option for a future light rail transit line and recreational trail use. Several transit studies have been conducted for this alignment, including the NE Alignment Study and the Rush Line Transit Study, for long range transit.

The Burlington Northern Santa Fe (BNSF) is abandoning the right of way extending north from Beam Avenue to just north of I-694 in White Bear Lake, a 0.67 mile section. Several entities—RCRRRA, Ramsey County Parks and Recreation, and the City of Maplewood—have an interest in this abandonment. This issue has been discussed previously at your November 4, 2003, meeting where you directed staff to begin discussions with BNSF about acquisition of this right of way (see **Attachment 2**), and February 8, 2005, when you approved the concept of an easement between RCRRRA and Xcel Energy (see **Attachment 3**).

COUNTY ROAD D REALIGNMENT AGREEMENT

The City of Maplewood has been the lead agency in negotiations with BNSF, Minnesota Commercial, and Xcel Energy. The City is buying the abandoned corridor to help facilitate the many actions that must occur for the completion of the County Road D Realignment project (see **Attachment 4**). To expedite the complicated abandonment (see **Attachment 5**) and the many steps that must occur in concert with or near the abandonment, Maplewood has developed an agreement. The County Road D Realignment Agreement (see **Attachment 6**) is between Ramsey County, the City of Maplewood, Xcel Energy, BNSF, Minnesota Commercial Railroad, and RCRRRA. The following are important facts and steps in the abandonment and in the agreement:

- Maplewood is realigning County Road D, which requires the removal of a portion of the existing railroad track south of I-694.
- The railroad track is owned by BNSF, but BNSF has leased the railroad track to Minnesota Commercial for operations.
- Minnesota Commercial, as the operator of the railroad, must agree to the abandonment. They have agreed to the abandonment as their only customer in this area, Xcel Energy, is also agreeable to the abandonment.
- Xcel has agreed to the abandonment because an alternative roadway access was established for their transformer to get transported to their substation in this area (a Joint Powers Agreement dated June 2004 established an alternate route), and BNSF is granting a permanent easement for poles, overhead wires and transformers.
- Ramsey County will purchase a 25-foot permanent easement from the City for the extension of the Bruce Vento Trail (see **Attachment 7**) along portion of the abandoned right of way.
- RCRRA has until June 30, 2006, to purchase the abandoned right of way from Maplewood. RCRRA staff will work with Maplewood staff on the purchase price and terms of an acquisition. **RCRRA is not obligated to purchase the right of way.** If RCRRA purchased the right of way from Maplewood, RCRRA would then take over the Xcel easement and Ramsey County trail easements from the City. RCRRA staff (including Ramsey County Attorney staff) has reviewed all easements and is agreeable to their language and terms.
- BNSF has agreed to expedite the abandonment process and hopes to have it filed by August 31, 2005. In the meantime, if all parties approve the Agreement, Maplewood can complete their roadway project.

TRAIL EASEMENTS

Ramsey County Parks and Recreation is purchasing an easement from Maplewood for the Bruce Vento Trail extension along the most westerly 25-feet of the abandoned right of way south of County Road D and the easterly 25-feet from north of County Road D to north of I-694, and then is purchasing excess railroad right of way from Maplewood (all real estate transactions are going through Maplewood) north of the railroad abandonment area. Because it is less expensive to construct the trail in the raised railroad bed of the abandoned right of way, Parks and Recreation will construct the trail in this area, but purchase the most westerly 25-feet of right of way as a permanent right (in anticipation of RCRRA purchasing the right of way for future transit, thus leaving the center open for future transit). An Interim Temporary Recreational Trail Easement was created between Ramsey County and Maplewood for the interim trail to be constructed in the former rail bed, and a Permanent Recreational Trail Easement was created between the same parties for the most westerly 25-feet of right of way as the location for the permanent trail.

XCEL ENERGY EASEMENT

Xcel has a high voltage transmission line that runs parallel to the BNSF railroad tracks from Kohlman Lake Substation north of the proposed abandonment limits. Xcel would agree to the abandonment in exchange for a permanent easement for their electrical poles and overhead lines. RCRRA and Maplewood staff have negotiated an easement that protects Xcel's and RCRRA's interests, and retains adequate space in the corridor for future transit. The easement would cover a parallel transmission line on the easterly section of the corridor and three voltage overhead power lines that cross perpendicularly

the right of way near the new County Road D. The easement can be found in Exhibit A of the County Road D Realignment Agreement.

SUBSEQUENT ACTION FOR RCRRA

If the RCRRA approves the Agreement, the next step for RCRRA is to begin negotiations with Maplewood to acquire the rail right of way. This includes negotiations on price and a purchase agreement.

RAILROAD ACQUISITION

Maplewood is paying BNSF \$1,152,370 for the abandonment of 524,500 square feet, or \$2.20/sq ft. The abandonment is 0.67 miles long, and is 150 feet wide. Maplewood intends to sell Ramsey County Parks and Recreation a permanent easement of 71,700 square feet—the value of this has not yet been determined, but it will not exceed \$263,870. Maplewood is assuming, then, that RCRRA would purchase the corridor (less the easement to Parks and Recreation), which is 452,800 square feet. It is likely that RCRRA would pay at a minimum \$888,500.

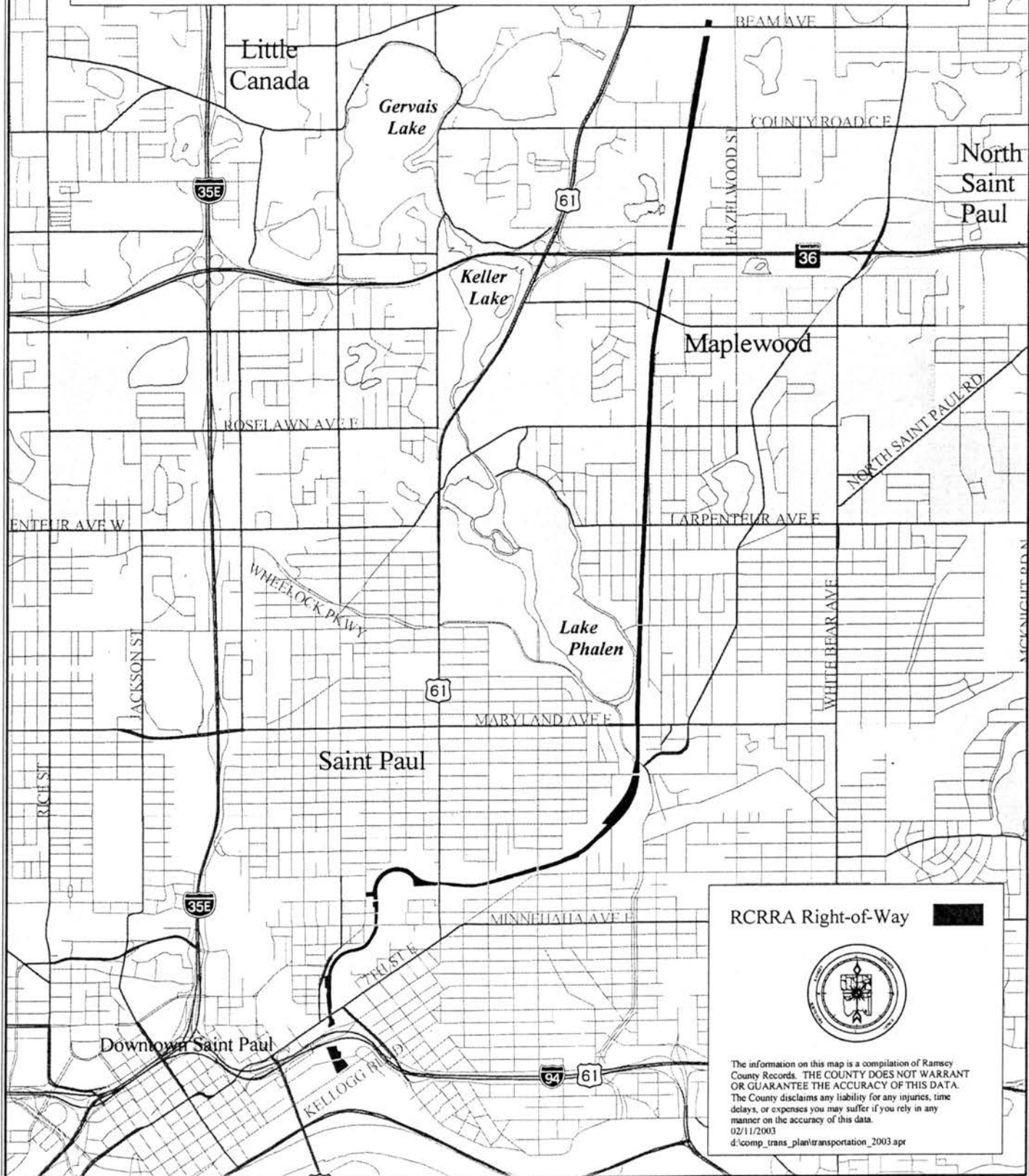
REQUESTED ACTION

Consider approval of and authorization of the Chair to sign the County Road D Realignment Agreement, and consider authorizing staff to begin discussions with the City of Maplewood about acquisition of the right of way from Beam Avenue to just north of I-694.

ATTACHMENTS

- 1) RCRRA Owned Right of Way
- 2) Resolution 03-58
- 3) Resolution 05-11
- 4) County Road D Realignment Map
- 5) BNSF Abandonment Map
- 6) County Road D Realignment Agreement
- 7) Bruce Vento Regional Trail Map

Ramsey County Regional Rail Authority Right-of-Way



RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: November 4, 2003 No.: R03-58

WHEREAS, Ramsey County Regional Railroad Authority plans indicate that right of way should be preserved in the Northeast (Rush Line) Corridor, and

WHEREAS, Ramsey County Regional Railroad Authority has previously purchased right of way from Burlington Northern Santa Fe Railroad from downtown St. Paul to Beam Avenue in Maplewood with the purpose of having rail transit and a trail coexist where right of way width is sufficient for both, and

WHEREAS, Additional right of way may be abandoned by Burlington Northern Santa Fe Railroad from Beam Avenue to Buerkle Road; Now, Therefore Be It

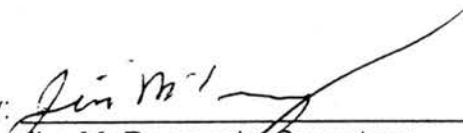
RESOLVED, That staff is directed to begin discussions with Burlington Northern Santa Fe Railroad about acquisition of the right of way from Beam Avenue to Buerkle Road which would be consistent with RCRRA plans, and Be It Further

RESOLVED, That because the City of Maplewood is planning to construct a roadway that crosses the railroad right of way, staff is further directed to discuss with the City of Maplewood how to facilitate trail and rail transit construction in the design of the roadway.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: 
Jim McDonough, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: February 8, 2005

No.: R05-11

WHEREAS, Ramsey County Regional Railroad Authority plans indicate that right of way should be preserved in the Northeast (Rush Line) Corridor, and

WHEREAS, Ramsey County Regional Railroad Authority has previously purchased right of way from Burlington Northern Santa Fe Railroad from downtown St. Paul to Beam Avenue in Maplewood with the purpose of having rail transit and a trail coexist where right of way width is sufficient for both, and

WHEREAS, Additional right of way may be abandoned by Burlington Northern Santa Fe Railroad from Beam Avenue to north of I-694 and may be purchased by Ramsey County Regional Railroad Authority; and

WHEREAS, Ramsey County Parks and Recreation is planning to purchase a portion of this abandoned railroad right of way for the construction of a trail; and

WHEREAS, Xcel Energy has a license for high voltage power lines and for overhead power lines from Burlington Northern Santa Fe Railroad, and would like a permanent easement from Ramsey County Regional Railroad Authority as the potential purchaser of the railroad right of way; Now, Therefore Be It

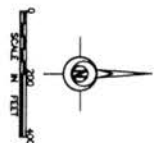
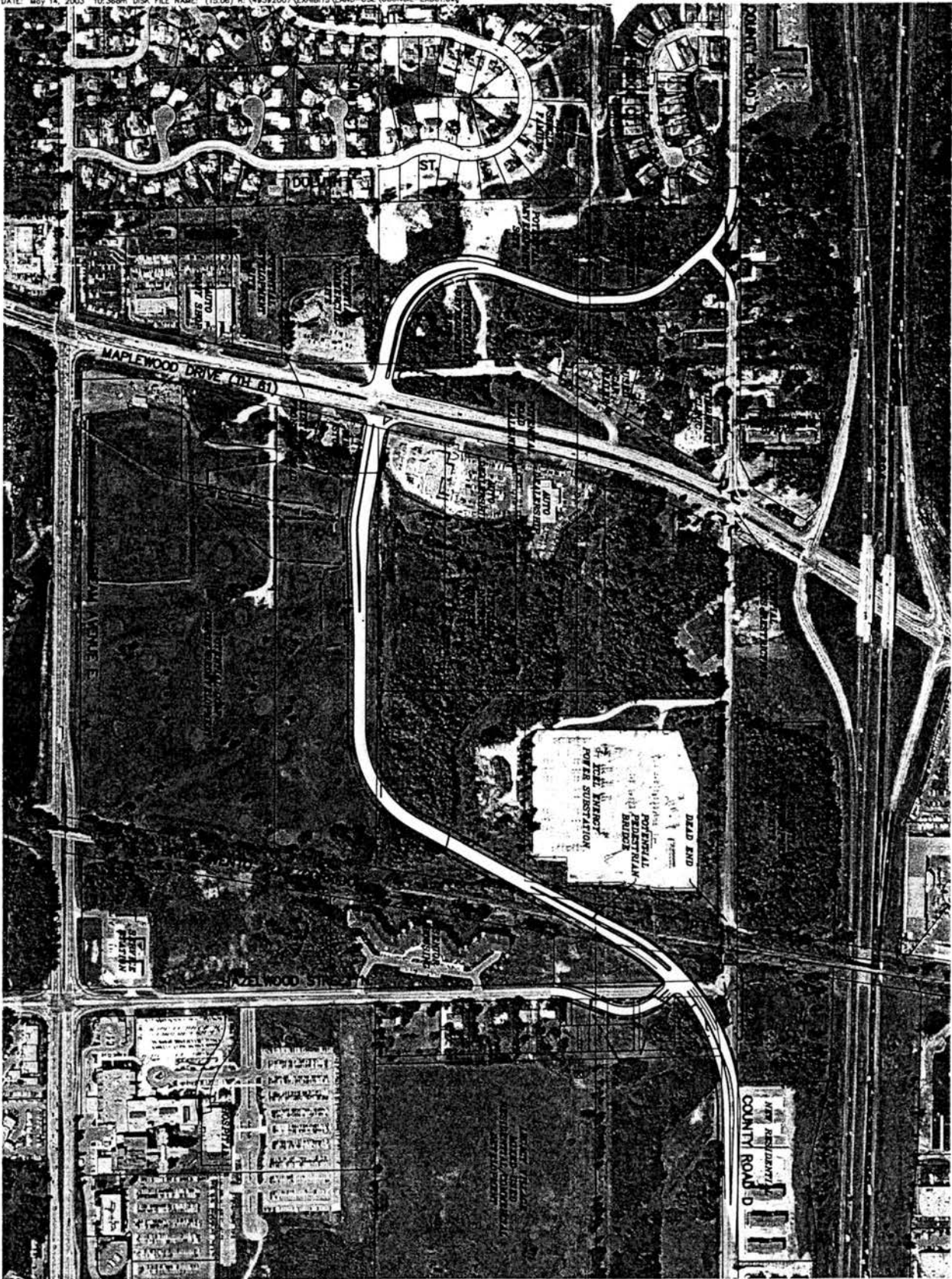
RESOLVED, Ramsey County Regional Railroad Authority approves the concept of an easement between Ramsey County Regional Railroad Authority and Xcel Energy for a parallel transmission line and for overhead power line crossings.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	X		
Jim McDonough	X		
Rafael E. Ortega	X		
Victoria Reinhardt	X		
Janice Rettman	X		
Jan Wiessner	X		

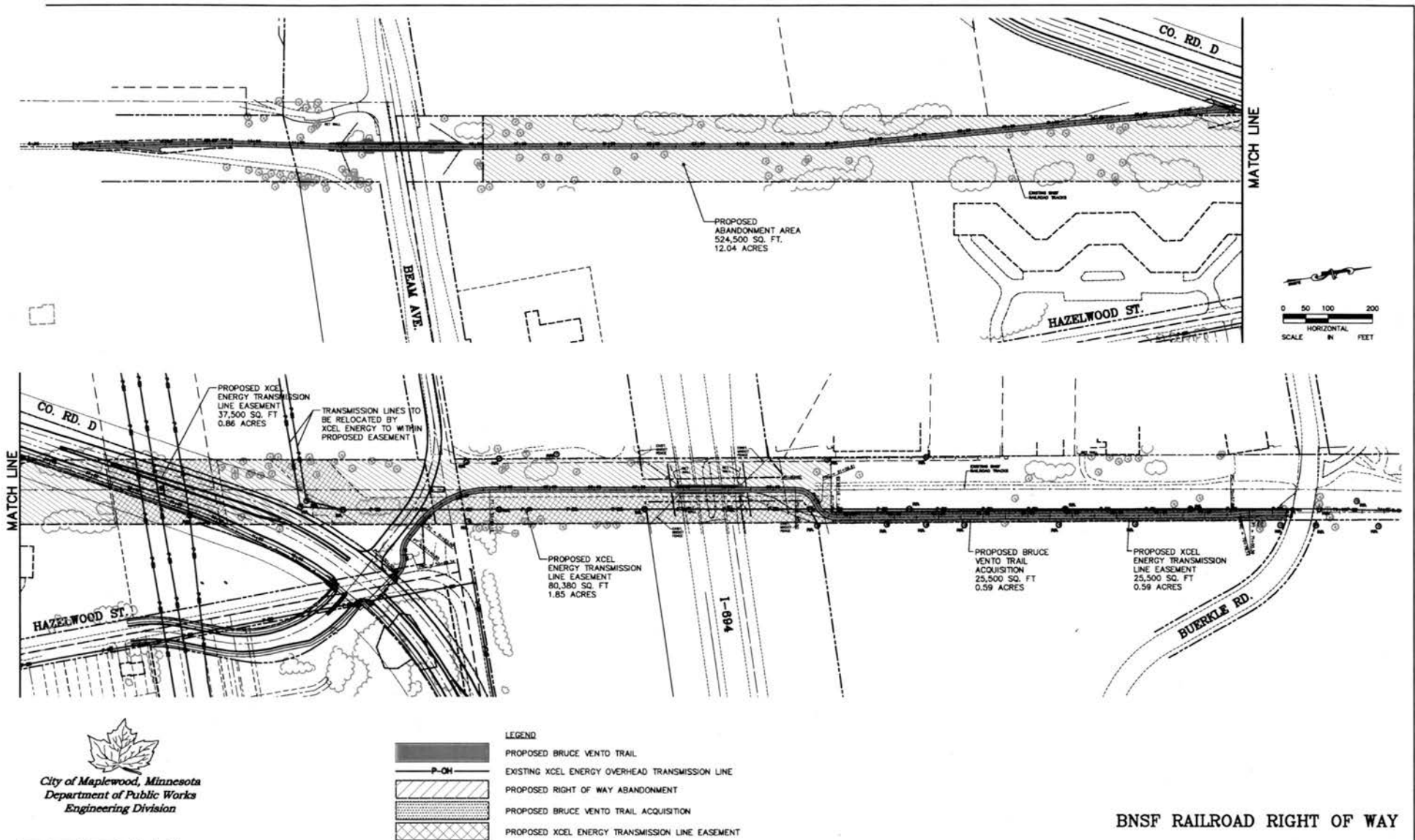
Rafael E. Ortega, Chair

By: Tony Bennett
Tony Bennett, Secretary



URS

COUNTY ROAD D
REALIGNMENT
COUNCIL APPROVED
ALIGNMENT
5-12-03
FIGURE 1



City of Maplewood, Minnesota
Department of Public Works
Engineering Division



Kimley-Horn
and Associates, Inc.

2550 UNIVERSITY AVE. WEST, SUITE 340N
ST. PAUL, MINNESOTA 55114

TEL. HQ. (612) 845-4187
FAX. HQ. (612) 845-0718

BNSF RAILROAD RIGHT OF WAY
PROPOSED ABANDONMENT AREA

APRIL 2005

COUNTY ROAD D REALIGNMENT AGREEMENT

This Agreement, dated this ____ day of July, 2005, is between the **County of Ramsey**, a political subdivision in the State of Minnesota (hereinafter "County"), the **City of Maplewood**, a Minnesota municipal corporation (hereinafter "City"), **Northern States Power Company, d/b/a Xcel Energy** (hereinafter "Xcel Energy"), **BNSF Railway Company** (hereinafter "BNSF"), **Minnesota Commercial Railway Company** (hereinafter "Minnesota Commercial"), and **Ramsey County Regional Rail Authority**, a political subdivision in the State of Minnesota (hereinafter "Regional Rail").

WHEREAS, BNSF owns a railroad right-of-way corridor (the Corridor) from a point approximately fifty feet north of Beam Avenue in the City to the south right-of-way line of Buerkle Avenue in the City of White Bear Lake, which Corridor BNSF has leased to Minnesota Commercial for operational purposes, and

WHEREAS, the City is undertaking a project known as the County Road D Realignment Project, City Project Number 02-07 ("Project");

WHEREAS, the Project will cross the Corridor south of Interstate 694 (I 694);

WHEREAS, the Project will require the removal of a portion of the existing railroad track located in the area south of Interstate 694 owned by BNSF and leased by Minnesota Commercial;

WHEREAS, the portion of the existing railroad track to be removed currently serves only the electric substation ("Kohlman Lake Substation") owned by Xcel Energy along the west side of the railroad south of County Road D. The Kohlman Lake Substation requires rail access for the delivery of transformer units in the event of a need for the installation of additional transformers or the replacement of failed transformers;

WHEREAS, Xcel Energy is willing to abandon its use of the railroad track if an alternative roadway access can be established for the hauling of transformers and other equipment to the Kohlman Lake Substation, and if BNSF will grant it permanent easements for the operation of certain of its transmission facilities;

WHEREAS, a haul route for the transformers for Xcel Energy was approved by a Joint Powers Agreement dated June 25, 2004 ("Haul Route")

WHEREAS, Xcel Energy has agreed to utilize this Haul Route and is no longer in need of the railroad track;

WHEREAS, BNSF and Minnesota Commercial are willing to convey to the City all of their rights, title and interest in the easterly twenty-five (25) feet of a portion of the Corridor north of I 694 ("North Trail Property");

WHEREAS, the City is willing to purchase from BNSF and Minnesota Commercial the

North Trail Property:

WHEREAS, once the City has purchased the North Trail Property from BNSF and Minnesota Commercial, the City and County have agreed to negotiate a separate agreement in good faith for the sale of the North Trail Property to the County:

WHEREAS, Regional Rail has stated that it may have an interest in the future purchase of a portion of the Corridor ("South Corridor") for the purpose of preserving the Corridor for future public transit and transportation, including but not limited to rail transit, light rail transit (LRT) and other transit modes; however, it is not ready to purchase the South Corridor at this time;

WHEREAS, the City has agreed to purchase the South Corridor to help facilitate the various actions described in this Agreement, and the City and Regional Rail have agreed to negotiate a separate agreement in good faith for the possible future sale of the South Corridor to Regional Rail;

WHEREAS, BNSF is willing to sell the South Corridor to the City, and is willing to grant Xcel Energy a permanent easement for its electrical transmission lines all on the terms set forth in this Agreement;

NOW THEREFORE, the parties agree as follows:

I. SECTION I, RAMSEY COUNTY.

A. Representations and Warranties by the County. The County represents and warrants to the parties that:

1. It has all requisite power and authority to execute this Agreement and the documents identified herein, that its governing body has reviewed this Agreement and has passed a resolution that authorizes County officials to execute this Agreement and the related documents on behalf of the County, and that the officials who did or will execute the Agreement and the related documents have the power and authority to execute the Agreement, and that the officials who did or will execute the Agreement and the related documents on behalf of the County have the authority to bind the County;
2. It will act reasonably and exercise due diligence in the performance of the acts permitted or required under this Agreement; and
3. It will cooperate with all reasonable requests by the other parties related to this Agreement, to the extent authorized by law.

B. Obligations of the County in this Agreement. The County shall perform the following:

1. The County agrees to negotiate in good faith with the City for the purchase of the North Trail Property. The County shall enter into a separate agreement with the City detailing the purchase price and terms for this acquisition. The purchase agreement shall require that the County pay the City the appraised value of up to a maximum of \$3.30 per square foot (estimated square feet to be acquired is 26,100 square feet = \$86,130.00). The purchase agreement shall be entered into within 60 days of the execution of this Agreement.

The County's purchase obligation shall be contingent upon the City's purchase of the South Corridor from BNSF and Minnesota Commercial pursuant to the terms of this Agreement; the City's subsequent grant to the County of a permanent easement for trail purposes over the South Corridor; and the approval by the County of any easements granted by BNSF or the City to Xcel.

The County shall reimburse the City for any expenses incurred in obtaining a title insurance policy, title correction work, environmental testing expenses and any environmental corrections associated with the City's purchase of the North Trail Property from BNSF. If the County and City are unable to reach a mutually acceptable purchase agreement for the North Trail Property, this agreement shall terminate as to the County and shall be of no further force or effect.

The County shall not be obligated to purchase the North Trail Property unless and until it has secured sufficient permanent rights in the South Corridor to construct a public recreational trail which will connect the North Trail Property to the existing Bruce Vento Trail which lies south of the South Corridor at its southern terminus.

2. The County agrees to enter into a separate Cooperative Agreement with the City to allow the City to construct a public recreational trail, including grading, clearing & grubbing, bituminous pavement, bridge improvements, and restoration work from Beam Avenue to Buerkle Road ("Bruce Vento Trail Extension").

The County shall pay the City from its State grant for development of the Bruce Vento Trail Extension the actual cost incurred by the City for construction (including design and engineering) of the improvements, estimated to be \$319,200 based on unit price bids received by the City, subject to the State of Minnesota extending the grant contract until December 31, 2005. The Cooperative Agreement shall be executed within 60 days of the execution of this Agreement.

3. The County agrees to purchase an easement from the City for the portion of the Bruce Vento Trail Extension located within the South Corridor. The value of the easement shall be determined through an independent appraisal. The County shall use its State and Metropolitan Council acquisition grants to purchase this easement with a total amount not-to-exceed \$263,870.00. The closing shall occur within 30 days of the City's purchase of the South Corridor from BNSF. This easement must be reviewed and approved by Regional Rail. If Regional Rail refuses to approve the easement, the County and City may nevertheless enter into the easement, but Regional Rail may, in its discretion, terminate its obligations under this Agreement.
4. The County acknowledges that BNSF shall grant Xcel Energy a permanent transmission line easement over the North Trail Property and portions of the South Corridor prior to the sale of the property to the County and that this easement shall contain a clause that the trail is a permitted use within the easement area and is subordinate to the transmission lines. A copy of the Xcel Energy permanent transmission line easement agreement is attached to this Agreement as Exhibit A.
5. The County agrees to secure a permit from the Minnesota Department of Transportation (Mn/DOT) for the construction and maintenance of a portion of the Bruce Vento Trail Extension over the I-694 BNSF railroad bridge and adjacent MNDOT road right of way. The permit shall be secured within 60 days of the execution of this Agreement.

II. SECTION II. REGIONAL RAIL.

A. Representations and Warranties by Regional Rail. Regional Rail represents and warrants to the parties that:

1. It has all requisite power and authority to execute this Agreement and the documents identified herein, that its governing body has reviewed this Agreement and has passed a resolution that authorizes Regional Rail officials to execute this Agreement and the related documents on behalf of Regional Rail, and that the officials who did or will execute the Agreement and the related documents have the power and authority to execute the Agreement, and that the officials who did or will execute the Agreement and the related documents on behalf of Regional Rail have the authority to bind Regional Rail;
2. It will act reasonably and exercise due diligence in the performance of the acts permitted or required under this Agreement; and
3. It will cooperate with all reasonable requests by the other parties related to this Agreement, to the extent authorized by law.

B. Obligations of Regional Rail in this Agreement. Regional Rail shall perform the following:

1. Regional Rail agrees to negotiate in good faith with the City for the future acquisition of the South Corridor. Regional Rail shall enter into a separate agreement with the City detailing the purchase price and terms for this acquisition. Regional Rail shall purchase the South Corridor from the City before June 30, 2006, or the City may pursue the sale of the South Corridor to other parties. Nothing in this Agreement shall obligate Regional Rail to enter into a purchase agreement for the South Corridor or accept any particular terms or conditions for such agreement. Any such purchase agreement shall be a free standing agreement and none of the terms of this Agreement shall be deemed incorporated into such agreement unless specifically agreed to in the purchase agreement.
2. Regional Rail agrees that BNSF shall grant Xcel Energy permanent transmission line easements over the South Corridor prior to the sale of the property to the City. A copy of the Xcel Energy permanent transmission line easement agreement is attached to this Agreement as Exhibit A.

III. SECTION III, CITY OF MAPLEWOOD.

A. Representations and Warranties by the City. The City represents and warrants to the parties that:

1. It has all requisite power and authority to execute this Agreement and the documents identified herein, that its governing body has reviewed this Agreement and has passed a resolution that authorizes City officials to execute this Agreement and the related documents on behalf of the City, and that the officials who did or will execute the Agreement and the related documents have the power and authority to execute the Agreement, and that the officials who did or will execute the Agreement and the related documents on behalf of the City have the authority to bind the City;
2. It will act reasonably and exercise due diligence in the performance of the acts permitted or required under this Agreement; and
3. It will cooperate with all requests by the other parties related to this Agreement.

B. Obligations of the City in this Agreement. The City shall perform the following:

1. Enter into a Cooperative Agreement with the County agreeing to construct

the Bruce Vento Trail Extension as described above. The Cooperative Agreement shall be executed by both parties within 60 days of the execution of this Agreement. Trail construction shall be completed by the City no later than November 18, 2005. The County shall pay the City from its State grant for development of the Bruce Vento Regional Trail Extension the actual cost incurred by the City for construction (including design and engineering) of the improvements, estimated to be \$319,200 based on unit price bids received by the City, subject to the State of Minnesota extending the grant contract until December 31, 2005.

2. Pay \$59,000 to BNSF for Xcel Energy easements within the South Corridor and the North Trail Property as described in the attached Xcel Energy permanent transmission line easement agreement (Exhibit A). The City agrees that BNSF shall grant Xcel Energy these permanent transmission line easements over the South Corridor immediately prior to the sale of the property to the City.
3. The City agrees to enter into a Purchase Agreement with BNSF to purchase the South Corridor after abandonment of rail service. The South Corridor is legally described as follows:

All that part of the 150-foot wide BNSF Railway Company right-of-way located in the Northwest Quarter of Section 3, Township 29, Range 22, Ramsey County, Minnesota which lies northerly of a line drawn perpendicular with the center line of said Railway right-of-way from a point thereon distant 183.00 feet northeasterly from the intersection of said center line with the southerly line of said Northwest Quarter.

and:

All that part of the 150-foot wide BNSF Railway Company right-of-way located in the South Half of the South Half of Section 34, Township 30, Range 22, Ramsey County, Minnesota which lies southerly of a line drawn perpendicular with the easterly right-of-way line of said Railway right-of-way from a point thereon distant 35.00 feet northeasterly from the intersection of said easterly right-of-way line with the northerly right-of-way line of Trunk Highway 393-694 as described in that certain Final Certificate and filed in the Office of the Ramsey County Recorder on November 4, 1966 as Document Number 1687969.

The Purchase Agreement shall require that the City pay BNSF \$1,152,370.00 for the South Corridor. The City shall be responsible for any expenses associated with obtaining a title insurance policy, title corrections work and any environmental testing and/or environmental corrections on the property. Closing shall occur within 30 days of the abandonment of railroad service over the South Corridor.

4. The City agrees to enter into a purchase agreement with BNSF and Minnesota Commercial to purchase their respective rights, title, and interest in the North Trail Property. The North Trail Property is legally described as follows:

All that part of the easterly 25.00 feet of the 150-foot wide BNSF Railway Company right-of-way located in the West Half of the Southeast Quarter of Section 34, Township 30, Range 22, Ramsey County, Minnesota which lies northerly of a line drawn perpendicular with the easterly line of said Railway right-of-way from a point thereon distant 35.00 feet northeasterly from the intersection of said easterly line with the northerly right-of-way line of Trunk Highway 393-694 as described in that certain Final Certificate filed in the Office of the Ramsey County Recorder on November 4, 1966 as Document Number 1687969, and which lies southerly of the southerly line of the 66-foot wide right-of-way of Buerkle Road as described in that certain Perpetual Easement filed in the Office of the Ramsey County Recorder on December 22, 1982 as Document Number 2164739;

The purchase agreement shall require that the City pay BNSF the appraised value of \$3.30 per square foot (estimated square feet to be acquired is 26,100 square feet = \$86,130.00). The purchase agreement shall be entered into within 60 days of the execution of this Agreement.

The City shall be responsible for expenses incurred in obtaining a title insurance policy, title correction work, environmental testing expenses and any environmental corrections associated with the purchase of the North Trail Property from BNSF.

5. Pay costs associated with the relocation of Xcel Energy Power Line 0885 to a point acceptable to Xcel Energy. The City and Xcel Energy shall execute a separate agreement detailing the scope and cost for this work.
6. Enter into a Construction and Maintenance Agreement with BNSF and Minnesota Commercial relating to the construction, operation, and maintenance of County Road D and the Bruce Vento Trail Extension. The Construction and Maintenance Agreement shall be executed by the City and BNSF no later than September 2, 2005. The City shall pay \$103,700.00 to BNSF pursuant to the Construction and Maintenance Agreement.
7. Remove the spur track as a part of the Project as shown on Exhibit B attached to this Agreement. Removal of existing ties and rails for the spur track shall be limited to track outside of the existing fence surrounding the Kohlman Lake Substation. The railroad bridge at existing County Road D

shall also be removed by the City; however, the bridge will not be removed until the rail line abandonment process has been completed. The City shall be responsible for the costs incurred for these removals. Responsibility for salvaging and/or disposing of the existing ties and rails within the South Corridor shall be in accordance with the Construction and Maintenance Agreement.

8. Complete construction of the Project no later than November 30, 2005.
9. Agree to grant an easement to Ramsey County for the construction and maintenance of the Bruce Vento Trail Extension within the South Corridor. The cost for the easement shall be determined by an independent appraiser; however, it shall not exceed a total cost of \$263,870.00 and shall be reduced to reflect the value of any easement acquired by Xcel Energy under the terms of this Agreement.
10. Agree to negotiate in good faith with Regional Rail for the future sale of the South Corridor. The City shall enter into a separate agreement with Regional Rail detailing the purchase price and terms for this acquisition. The City may pursue the sale of the South Corridor to other parties if Regional Rail does not complete the purchase of the South Corridor from the City before June 30, 2006.

IV. SECTION IV, XCEL ENERGY.

A. Representations and Warranties by Xcel Energy. Xcel Energy represents and warrants to the parties that:

1. It has all requisite power and authority to execute this Agreement and the documents previously listed herein, and the officials of Xcel Energy who did or will execute the same for and on behalf of Xcel Energy have the power and the authority to do so and to bind Xcel Energy;
2. It will act reasonably and exercise due diligence in the performance of the acts permitted or required under this Agreement; and
3. It will cooperate with all requests by the other parties related to this Agreement.

B. Obligations of Xcel Energy in this Agreement. Xcel Energy shall perform the following:

1. Enter into an Alternative Loading Service Agreement with Minnesota Commercial within 60 days of the execution of this agreement to reassign rail access rights to a point north of the South Corridor.

2. Notify Minnesota Commercial and BNSF in writing within 10 days of the execution of this Agreement that it no longer needs the railroad spur to the Kohlman Lake Substation site and that it consents to the abandonment of the railroad service over the South Corridor. This notification must confirm to Minnesota Commercial and BNSF that the proposed South Corridor limits are acceptable to Xcel Energy.
3. Enter into a permanent easement agreement with BNSF for its transmission lines within the South Corridor and the North Trail Property no later than December 31, 2005. The permanent easement agreement is detailed in attached Exhibit A. The City shall pay BNSF \$59,000 in consideration for the granting of these easements to Xcel Energy. Xcel Energy understands and agrees that these easements are an accommodation for the Project improvements and do not establish a precedent for future negotiations with BNSF, Regional Rail or the County.
4. Agree to grant the City and Ramsey County any necessary rights and permits at no cost needed for construction, operation and maintenance of the Bruce Vento Trail Extension.

V. SECTION V, BNSF.

A. Representations and Warranties by BNSF. BNSF represents and warrants to the parties that:

1. It has all requisite power and authority to execute this Agreement and the documents previously listed herein, and the officials of BNSF who did or will execute the same for and on behalf of BNSF have the power and the authority to do so and to bind BNSF;
2. It will act reasonably and exercise due diligence in the performance of the acts permitted or required under this Agreement; and
3. It will cooperate with all requests by the other parties related to this Agreement.

B. Obligations of BNSF in this Agreement. BNSF shall perform the following:

1. Agree to the expedited rail line abandonment process, to begin immediately and to be filed by August 31, 2005.
2. Execute the above-described Construction and Maintenance Agreement with the City and Minnesota Commercial no later than September 2, 2005. The City shall pay BNSF \$103,700.00 as consideration for the Construction and Maintenance Agreement.

3. Enter into a Purchase Agreement with the City to sell the South Corridor to the City for the appraised value of \$1,152,370.00. Closing shall be completed no later than December 31, 2005.
4. Enter into a purchase agreement with the City to sell the North Trail Property. Closing shall be completed no later than December 31, 2005.
5. Agree to grant transmission line easements within the South Corridor and the North Trail Property to Xcel Energy as detailed in attached Exhibit A for the total price of \$59,000 to be paid by the City.
6. Notwithstanding anything to the contrary in this Agreement, BNSF's obligations to sell the South Corridor and the North Trail Property to the City shall be interdependent with BNSF's obligations to grant transmission line easements to Xcel Energy in respect of the South Corridor and the North Trail Property. The closing of the sales of the South Corridor and the North Trail Property shall occur simultaneously with the delivery of said transmission line easements, such that the transmission line easements shall be granted immediately prior to the sale of the South Corridor and the North Trail Property to the City. BNSF shall have no obligation to deliver the transmission line easements to Xcel unless and until the City shall tender to BNSF the purchase prices for the transmission line easements, the South Corridor, and the North Trail Property and shall have evidenced its willingness to accept delivery of the deeds from BNSF for the South Corridor and the North Trail Property. The delivery of the transmission line easements by BNSF to Xcel Energy shall be conditional and may be revoked by BNSF if the City fails or refuses to close the purchases of the South Corridor and the North Trail Property.

VI. SECTION VI. MINNESOTA COMMERCIAL.

A. Representations and Warranties by Minnesota Commercial. Minnesota Commercial represents and warrants to the parties that:

1. It has all requisite power and authority to execute this Agreement and the documents previously listed herein, and the officials of Minnesota Commercial who did or will execute the same for and on behalf of Minnesota Commercial have the power and the authority to do so and to bind Minnesota Commercial;
2. It will act reasonably and exercise due diligence in the performance of the acts permitted or required under this Agreement; and
3. It will cooperate with all requests by the other parties related to this Agreement.

B. Obligations of Minnesota Commercial in this Agreement. Minnesota Commercial shall perform the following:

1. Agree to the expedited rail line abandonment process, to begin immediately and be filed no later than August 31, 2005.
2. Execute the above-described Construction and Maintenance Agreement with the City and BNSF no later than September 2, 2005.
3. Execute in cooperation with the BNSF, a purchase agreement with the City for the North Trail Property within 30 days of the abandonment of the South Corridor. Closing shall be completed by December 31, 2005.
4. Execute in cooperation BNSF, a purchase agreement with the City to sell the South Corridor. The Purchase Agreement shall require that the City pay BNSF \$1,152,370.00 for the South Corridor. Closing shall occur no later than December 31, 2005.
5. Enter into an Alternative Loading Service Agreement with Xcel Energy within 60 days of the execution of this Agreement to reassign rail access rights to a point north of the South Corridor.

VII. GENERAL PROVISIONS.

- A. Severability.** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- B. Arbitration.** It is agreed by the parties that any differences, disputes or claims which arise under and pursuant to this Agreement or as to the performance thereof by the parties hereto shall be submitted for arbitration to a board of arbitrators consisting of three (3) persons, one selected by the party interested in the other side of the dispute, and a third person mutually selected and agreed upon by the first two arbitrators. This arbitration provision does not extend to any dispute, difference, claim or obligation that may arise pursuant to any of the agreements referenced herein, including but not limited to the Xcel Energy Permanent Transmission Line Easement Agreement attached hereto as Exhibit A.

Any party shall notify the other party in writing, served by U.S. Mail, certified or registered, postage prepaid, of a dispute, stating the nature of the claim or dispute and the name and address of the selected arbitrator. The other party shall serve notice of its selected arbitrator and opposition or other interest in the claim or dispute. The two arbitrators shall select a third disinterested arbitrator within fifteen (15) days after the response notice stated above.

Arbitration shall be commenced within forty-five (45) days of the original notice pursuant to the previous paragraphs hereof, and all proceedings shall be governed by the Minnesota Statutes, Chapter 572. The decision of any two arbitrators shall be binding and conclusive with respect to all claims and disputes submitted in such arbitration proceedings.

If a party does not respond to an arbitration notice, then the party first serving the arbitration notice under the previous paragraph shall be entitled by Motion to petition a court of competent jurisdiction for its order selecting and appointing an arbitrator for said defaulting party. Any such determination by the Court shall be final, binding and conclusive as to all parties in interest. Expenses for the arbitration shall be divided equally among the parties.

- C. Nothing in this agreement shall obligate the County or Regional Rail to acquire any property from any other party unless and until they are respectively satisfied that any easements or other rights granted to any other party will not materially impair the use or uses for which they will acquire the property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COUNTY OF RAMSEY

By: _____
Date

Its: _____

By: _____
Date

Its: _____

**RAMSEY COUNTY REGIONAL
RAIL AUTHORITY**

By: _____
Date

Its: _____

By: _____
Date

Its: _____

CITY OF MAPLEWOOD

By: _____
Date

Its: _____

By: _____
Date

Its: _____

NORTHERN STATES POWER
COMPANY, D/B/A XCEL ENERGY

By: _____
Date

Its: _____

By: _____
Date

Its: _____

BNSF RAILWAY COMPANY

By: _____
Date

Its: _____

By: _____
Date

Its: _____

MINNESOTA COMMERCIAL
RAILWAY COMPANY

By: _____
Date

Its: _____

By: _____
Date

Its: _____

EXHIBIT A

XCEL ENERGY PERMANENT TRANSMISSION LINE EASEMENT AGREEMENT

EASEMENT

The undersigned, hereinafter called "Grantor", in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to Grantor in hand paid by Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, hereinafter called "NSP", does hereby grant unto NSP, its successors and assigns, the perpetual right, privilege and easement to construct, operate, maintain, use, rebuild, or remove electric lines with all towers, structures, poles, foundations, crossarms, cables, wires, guys, supports, counterpoises, fixtures, and devices appurtenant to said lines through, over, under and across the following described lands (hereinafter called "Premises") situated in the County of Ramsey, State of Minnesota, to-wit:

All that part of the 150-foot wide BNSF Railway Company right-of-way located in the Northwest Quarter of Section 3, Township 29, Range 22, Ramsey County, Minnesota which lies northerly of a line drawn perpendicular with the center line of said Railway right-of-way from a point thereon distant 183.00 feet northeasterly from the intersection of said center line with the southerly line of said Northwest Quarter.

and:

All that part of the 150-foot wide BNSF Railway Company right-of-way located in the South Half of the South Half of Section 34, Township 30, Range 22, Ramsey County, Minnesota which lies southerly of a line drawn perpendicular with the easterly right-of-way line of said Railway right-of-way from a point thereon distant 35.00 feet northeasterly from the intersection of said easterly right-of-way line with the northerly right-of-way line of Trunk Highway 393-694 as described in that certain Final Certificate and filed in the Office of the Ramsey County Recorder on November 4, 1966 as Document Number 1687969.

and:

All that part of the easterly 25.00 feet of the 150-foot wide BNSF Railway Company right-of-way located in the West Half of the Southeast Quarter of Section 34, Township 30, Range 22, Ramsey County, Minnesota which lies northerly of a line drawn perpendicular with the easterly line of said Railway right-of-way from a point thereon distant 35.00 feet northeasterly from the intersection of said easterly line with the northerly right-of-way line of Trunk Highway 393-694 as described in that certain Final Certificate filed in the Office of the Ramsey County Recorder on November 4, 1966 as Document Number 1687969, and which lies southerly of the

southerly line of the 66-foot wide right-of-way of Buerkle Road as described in that certain Perpetual Easement filed in the Office of the Ramsey County Recorder on December 22, 1982 as Document Number 2164739.

Except for the right of access and temporary construction area, said easement shall be limited to those parts of the Premises (hereinafter called "the Easement Area") described as follows:

Parcel 1: All that part of the easterly 25.00 feet of the 150-foot wide BNSF Railway Company right-of-way located in the West Half of the Southeast Quarter of Section 34, Township 30, Range 22, Ramsey County, Minnesota which lies northerly of a line drawn perpendicular with the easterly line of said Railway right-of-way from a point thereon distant 35.00 feet northeasterly from the intersection of said easterly line with the northerly right-of-way line of Trunk Highway 393-694 as described in that certain Final Certificate filed in the Office of the Ramsey County Recorder on November 4, 1966 as Document Number 1687969, and which lies southerly of the southerly line of the 66-foot wide right-of-way of Buerkle Road as described in that certain Perpetual Easement filed in the Office of the Ramsey County Recorder on December 22, 1982 as Document Number 2164739.

Parcel 2: The part of the Premises which lies within 30.00 feet of the following described line: Beginning at a point on a line drawn perpendicular with the easterly line of said Railway right-of-way from a point thereon distant 35.00 feet northeasterly from the intersection of said easterly line with the northerly right-of-way line of Trunk Highway 393-694 as described in that certain Final Certificate filed in the Office of the Ramsey County Recorder on November 4, 1966 as Document Number 1687969, distant 30.00 feet westerly of the intersection of said line with the easterly line of said Railway right-of-way, thence southwesterly parallel with the easterly line of said Railway right-of-way a distance of 1085 feet to a "Point A", thence deflect left to a point on the westerly line of said Railway right-of-way located 320.00 feet south of the north line of said Section 3, as measured along the westerly line of said Railway right-of-way and there terminating. The sidelines of the described strip of land are to be lengthened or shortened to meet at the point of turning, and to meet said perpendicular line and the westerly line of said Railway right-of-way.

Parcel 3: That part of the Premises that lies within 10.00 feet each side of the following described line: Beginning at the above-described "Point A", thence southwesterly parallel with the east line of said Railway right-of-way a distance of 85.00 feet and there terminating.

Parcel 4: That part of the Premises lying between lines parallel with and located respectively 500 feet and 750 feet south of the north line of said Section 3.

The rights granted herein may be exercised at any time subsequent to the execution of this document.

The grant of easement herein contained shall also include the right to enter upon the Premises, to survey for and locate said lines and shall also include the right to trim or remove from said Easement Area any structures, trees (including tall or leaning trees located within the Premises adjacent to the Easement Area, which may endanger said lines by reason of falling thereon) or objects, except fences, which will materially interfere with or endanger said lines. Any such entry by Grantee under the provisions of this paragraph shall not materially interfere with or disrupt in any way any public transit or transportation system, including but not limited to any rail transit system, which exists upon the premises at the time of entry, and unless an emergency, Grantee shall notify Grantor prior to such entry. Except as otherwise provided herein for the construction, operation, repair and maintenance of facilities and structures necessary for public transit, transportation and recreational trails, Grantor, its successors and assigns, agrees not to erect any buildings, structures or other objects, permanent or temporary, except fences, or to plant any trees within the Easement area, without the prior express written approval from NSP, nor to perform any act which will interfere with or materially endanger said lines.

The grant of easement herein contained shall also include the right of NSP to have reasonable access which does not materially interfere with Grantor's use of the Premises to said Easement Area across the Premises. The grant of easement herein contained shall also include the right of reasonable temporary use by NSP of Premises adjacent to said Easement Area during construction, repair or replacement of said transmission lines, for additional construction area. In regard to Parcel 1, this easement also grants a right of access to NSP across said parcel in order to load and unload transformers and other electrical equipment onto the railroad located west of, parallel with and adjacent to said parcel.

Said electric lines and supporting structures from time to time may be reconstructed or relocated on said Easement Area with changed dimensions and to operate at different voltages provided that any change in location or structure does not materially interfere with existing or future use of the premises by Grantor for public transit or transportation purposes, including but not limited to rail transit. Grantee must notify Grantor before relocating or reconstructing the electric lines and structures to determine that the improvements do not materially interfere with Grantor's facilities or rights granted herein.

The grant herein contained shall also include the right of NSP to permit the attachment of wires of others to the structures supporting said lines, except that such wires shall not materially interfere with Grantor's use of the Easement Area.

Grantor reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities (hereinafter called "improvements"), the portion of said Easement Area not occupied by the structures supporting NSP's electric system, provided that said improvements do not impair the structural or electrical integrity of or ability to maintain said electric system or materially alter the existing ground elevations; and provided further that all such improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code. Grantor, its agents or assigns must submit plans of improvements or other installations within the Easement Area for review by NSP prior to installation of the improvements to determine that the improvements do not materially interfere with NSP's facilities or rights granted herein.

Grantor reserves to itself, its successors or assigns, the right to enter upon and use the Easement Area for the purposes of planning, surveying, designing, constructing, installing, operating, maintaining, repairing, improving, or modifying a system or systems of public transit or transportation, including but not limited to rail transit, public highways, pedestrian paths, or bike paths, provided that such entrance upon or use of the easement area does not materially interfere with, obstruct, or impair Grantee's use of the Easement Area for the purposes stated herein.

NSP shall pay for all damages to landscaping, roads and driveways, fences, livestock, crops, fields and other property caused by the construction or maintenance of said lines. Claims on account of such damages may be referred to NSP's nearest office.

Grantor covenants with NSP, its successors and assigns, that Grantor is the owner of the above described premises and has the right to sell and convey an easement in the manner and form herein.

Grantor agrees to execute and deliver to NSP, at NSP's cost without additional compensation, any additional documents needed to correct the legal description of the Easement Area described herein, so that it describes the Easement Area within the Premises that was originally intended to be granted herein and which at a minimum provides conductor clearance meeting the requirements of the National Electrical Safety Code.

Where approval from one beneficiary of this Easement to another is herein required, said approval shall not be unreasonably withheld. Any party seeking approval from another shall submit its request or plans to the other in writing. A party receiving such request shall, within thirty days, grant approval of the request or deny approval by submitting to the other a written explanation for the denial.

Notwithstanding any other provision of this grant of easement, Grantee, and its successors or assigns may not, without the express written consent of Grantor, its successors or assigns, place, locate, or erect any towers, structures, poles, cross-arms, cables, wires, guys, supports, counterpoises, fixtures, or devices on or within thirty (30) feet of the centerline of the Premises. Grantor may condition the express written consent mentioned above on the allocation of cost for removal, relocation or modification of any structures placed within thirty (30) feet of the centerline of the Premises, as Grantor, its successors or assigns determines appropriate.

This provision does not preclude Grantee, its successors or assigns from installing, replacing or repairing overhead wires across the Premises, including the portion of the Premises located on or within thirty (30) feet of the centerline of the Premises. Nothing in this paragraph shall require Grantee, its successors or assigns to relocate, reconstruct, or remove structures that exist within the Easement Area on the date this Easement is granted; nor shall this paragraph require Grantee, its successors or assigns to relocate, reconstruct, or remove any structures that are being relocated pursuant to the County Road D Realignment Agreement. Grantee, its successors and assigns shall retain the same right to repair, reconstruct or replace the existing facilities locate on or within thirty (30) feet of the centerline of the Premises, and the facilities that are being relocated pursuant to the County Road D Realignment Agreement, as it has under this easement to repair, reconstruct, or replace its facilities that are located within the Easement Area, but outside thirty (30) feet of the centerline of the Premises.

It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

This instrument is exempt from the Minnesota Deed Tax.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the _____ day of _____, 2005.

BNSF Railway Company

Its: _____

Its: _____

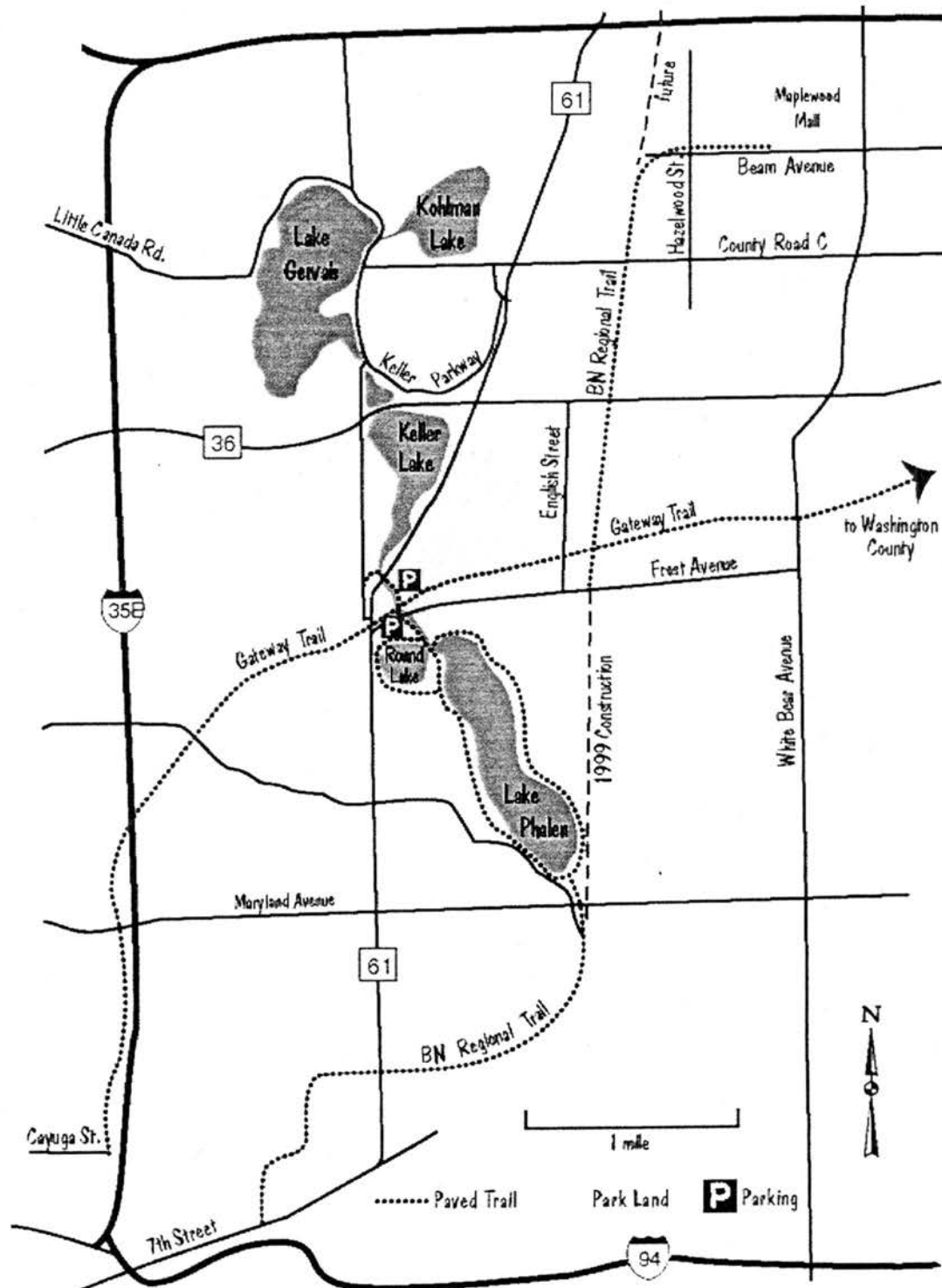
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2005 by _____ the _____
of the BNSF Railway Company, a Delaware corporation, on behalf of the corporation.

Notary Public

My commission expires _____

Bruce Vento Regional Trail



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

6

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kristine A. Longhewy
Authorized Signature

7/19/05
Date

Board Action Requested

Central Corridor update

DISCUSSION ONLY

Request Justification

Steve Morris will provide an update at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 26, 2005

Board Date

Kristine A. Longhewy
Signature

July 19, 2005
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

7

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Halpin
Authorized Signature

7/19/05
Date

Board Action Requested

Legislative update.

DISCUSSION ONLY

Request Justification

See attached information from John Choi, consultant to Ramsey County Regional Railroad Authority.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 26, 2005

Board Date

Kristine A. Longhenny
Signature

July 19, 2005
Date



470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300 telephone
(612) 337-9310 fax
<http://www.kennedy-graven.com>

JOHN J. CHOI
Attorney at Law
Direct Dial (612) 337-9208
Email: jchoi@kennedy-graven.com

To: Ramsey County Regional Railroad Authority

From: John Choi
Kennedy & Graven, Chartered *J.C.*

Re: Summary 2005 Regular and Special Legislative Sessions

Date: July 15, 2005

Finally, the 2005 Legislature finished their work on July 13th. Although required by the Minnesota Constitution to pass a biennial budget and be completed by May 23rd, the Minnesota Legislature needed a 51 day Special Session and a partial state government shutdown to resolve their partisan differences. It was obvious that the public was not pleased with the partial state government shutdown and time will only tell whether the 2005 Legislative Session will be a catalyst for electoral change as some predict.

TRANSPORTATION FUNDING

Another frustrating aspect of the 2005 Legislature revolved around transportation funding. Diverse interest groups from around the state, including Ramsey County and Regional Rail Authority staff, worked very hard to pass a number of revenue enhancing and reform proposals for our transportation and transit infrastructure. Some of those proposals included an increase in the gas tax, reconfiguration of license tab fees to produce more revenue, additional county-option wheelage tax authority, a half-cent metro-wide sales tax increase dedicated to transportation and transit, a constitutional amendment to dedicate 100% of MVST for transportation purposes, and a reconfiguration of the CSAH distribution.

Regular Session Transportation Funding Bill

During the regular session, the Minnesota Legislature did pass a bill (HF 2461) to increase highway and transit funding by over \$7 billion in the next ten years. Key provisions included the following:

1. a substantive gas tax increase (5 cents immediately and another 5 cents in FY08);

2. a constitutional amendment to dedicate 100% of the motor vehicle sales tax to transportation; and
3. license tab fee increases.

In addition, the bill authorized \$1 billion in Trunk Highway bonds over ten years, allowed a local option county wheelage fee for non-commercial vehicles and dedicated of a portion of the existing sales tax raised in the metropolitan area to transit. In addition, the bill incorporated an AMC initiative that adjusted the county state-aid highway (CSAH) formula by maintaining the current CSAH distribution formula for the current 20-cent gas tax, but would change the CSAH distribution formula for new gas tax revenues. The new formula would have been based 60% on needs and 40% on motor vehicle registrations.

The amended bill was passed by a coalition of Republicans and Democrats from the metropolitan area and greater Minnesota led by Representatives Ron Erhardt (R-Edina), Alice Hausman (DFL-St. Paul), Bernie Lieder (DFL-Crookston) and Dan Larson (DFL-Richfield). As originally proposed on the House Floor by the author Rep. Mary Liz Holberg, (R-Lakeville), HF 2461 had been stripped of most funding increase provisions in the House committee process.

The House floor vote on the Erhardt amendment came as a surprise even to the most seasoned vote-counters. A number of representatives defied caucus positions or drifted from longstanding alliances to support the package. The Senate opted to concur with the House bill. Unfortunately, the Governor vetoed the bill despite intense lobbying from local elected officials, a number of public, private and non-profit statewide organizations, the Association of Minnesota Counties (AMC), the Minnesota Transportation Alliance, the Highway Construction Industry Council, League of MN Cities, and Transit for Livable Communities.

2006 Constitutional Amendment

Language contained in HF 2461 did, however, propose a constitutional amendment for the ballot in November, 2006. The Attorney General has previously rules that Governors cannot veto proposed constitutional amendments passed by the legislature even if they are part of a larger bill that is vetoed. Accordingly, despite the Governor's veto of HF 2461, the following will be on the November 2006 Ballot:

Sec. 10 [SUBMISSION TO VOTERS]

The constitutional amendment proposed in section 12 must be presented to the people at the 2006 general election. The question submitted must be:

"Shall the Minnesota Constitution be amended to dedicate revenue from a tax on the sale of new and used motor vehicles over a five-year period, so that after June 30, 2011, all of the revenue is dedicated at least 40 percent for public transit assistance and not more than 60 percent for highway purposes?"

Yes.....
No.....”

The Minnesota Department of Finance has estimated that MVST will bring in a total of \$621 million in FY09. Using MnDOT's assumption of 2% growth each year beyond that, the estimate for FY2012 is \$659 million. Using a 40/60 split, this will provide an additional \$263.6 million for transit in FY2012 and beyond and an additional \$395.4 million for highways in FY2012 and beyond.

The Minnesota Transportation Alliance, the business community and other transportation organizations will be organizing a major campaign to support passage of this amendment in 2006.

Special Session Transportation Funding Bill

Finally, in Special Session, the Governor and legislative leaders agreed to a bare-bones transportation package totaling slightly over \$3 billion. The Special Session bill (SSHF140) did not include a gas tax, license tab fee increases, additional county-option wheelage tax authority, a half-cent metro-wide sales tax increase dedicated to transportation and transit, or a reconfiguration of the CSAH distribution

The House and Senate each passed SSHF140 on the last night of the 2005 Special Session. The Governor signed the bill soon thereafter. SSHF140 contains very modest transportation funding provisions, which total slightly over \$3 billion. During the floor debates in the House and Senate, many legislators expressed their frustration with the Governor's veto of the more aggressive transportation bill with the gas tax increase that was originally passed during the regular session. In the end, however, the bill gained broad support in the House (116 to 14) and in the Senate (65 to 1).

For local roads, \$237.9 million will be deposited into the MSA account for the biennium, and counties will receive almost \$900 million for road projects. For the most part, SSHF140 will continue highway funding at current levels and give a boost of \$46 million to transit. SSHF140 also contains a number of fee increases aside from increased gas taxes and license tab fees, which were sought by many diverse groups. For example, the fee on all classes of drivers' licenses will go up by \$3. The fee for the initial motor vehicle registration will go from \$4 to \$10.

Some insiders expect that a larger spending package could become part of a second special session that might yet take place later this year. There are several, highly visible items that the Legislature failed to pass into law, including a more expansive transportation funding bill, the Clean Water Legacy Act and a Twins stadium bill. Debate on these and other unresolved issues will undoubtedly continue over the next several months and could potentially lead the Governor to call a second special session. However, after the difficult regular and first special sessions there would likely have to be a solid agreement on an agenda before the Governor would call legislators back to St. Paul.

2005 BONDING BILL

The bright spot for RCRRA, MTDB and the east-metro region was the 2005 Bonding Bill, which contained funding for all of the transit corridors supported by the MTDB. After failing to pass a bonding bill in 2004, both the House and Senate quickly passed their respective bills and was signed by the Governor on April 11. Specifically, state funding was authorized for the following projects:

- Central Corridor - \$5.25M.
- Rush Line Corridor - \$500K
- Red Rock Corridor - \$500K
- Northstar Corridor - \$37.5M.
- Cedar Avenue Transitway - \$10M

The Legislature will take up another bonding bill during the upcoming 2006 Legislative Session. RCRRA will participate in interim House and Senate Capital Investment Committee Hearings this summer and fall and has submitted its requests to the Department of Finance for consideration by Governor Pawlenty's Office and Administration.

POLICY PROPOSALS

As always, a number of proposals were offered this year by legislators that were of serious concern to transit advocates and regional rail authorities. Transit advocates lobbied against a number of provisions contained in the House Omnibus Tax Bill (HF785) during the Regular Session that were targeted against rail authorities and rail projects such as the Northstar Hiawatha and Central Corridors. Specifically, HF785 proposed to (1) allow cities within a regional rail authority to opt out for their residents by resolution and (2) mandate a special taxing district within 1000 feet of a light rail line to subsidize operating costs. Both of these provisions were not enacted by the 2005 Legislature.

During the Special Session, the Minnesota Legislature did finally pass an Omnibus Tax Bill (SSH138), which was signed by the Governor. Contained in the bill was a provision that requires rail authority levies in the metro area to be itemized and separated on the county's tax statement for property tax statements on taxes payable in 2006 and thereafter.

COUNTY ROAD D REALIGNMENT AGREEMENT

This Agreement, dated this ____ day of July, 2005, is between the **County of Ramsey**, a political subdivision in the State of Minnesota (hereinafter "County"), the **City of Maplewood**, a Minnesota municipal corporation (hereinafter "City"), **Northern States Power Company, d/b/a Xcel Energy** (hereinafter "Xcel Energy"), **BNSF Railway Company** (hereinafter "BNSF"), **Minnesota Commercial Railway Company** (hereinafter "Minnesota Commercial"), and **Ramsey County Regional Rail Authority**, a political subdivision in the State of Minnesota (hereinafter "Regional Rail").

WHEREAS, BNSF owns a railroad right-of-way corridor (the Corridor) from a point approximately fifty feet north of Beam Avenue in the City to the south right-of-way line of Buerkle Avenue in the City of White Bear Lake, which Corridor BNSF has leased to Minnesota Commercial for operational purposes, and

WHEREAS, the City is undertaking a project known as the County Road D Realignment Project, City Project Number 02-07 ("Project");

WHEREAS, the Project will cross the Corridor south of Interstate 694 (I 694);

WHEREAS, the Project will require the removal of a portion of the existing railroad track located in the area south of Interstate 694 owned by BNSF and leased by Minnesota Commercial;

WHEREAS, the portion of the existing railroad track to be removed currently serves only the electric substation ("Kohlman Lake Substation") owned by Xcel Energy along the west side of the railroad south of County Road D. The Kohlman Lake Substation requires rail access for the delivery of transformer units in the event of a need for the installation of additional transformers or the replacement of failed transformers;

WHEREAS, Xcel Energy is willing to abandon its use of the railroad track if an alternative roadway access can be established for the hauling of transformers and other equipment to the Kohlman Lake Substation, and if BNSF will grant it permanent easements for the operation of certain of its transmission facilities;

WHEREAS, a haul route for the transformers for Xcel Energy was approved by a Joint Powers Agreement dated June 25, 2004 ("Haul Route")

WHEREAS, Xcel Energy has agreed to utilize this Haul Route and is no longer in need of the railroad track;

WHEREAS, BNSF and Minnesota Commercial are willing to convey to the City all of their rights, title and interest in the easterly twenty-five (25) feet of a portion of the Corridor north of I 694 ("North Trail Property");

WHEREAS, the City is willing to purchase from BNSF and Minnesota Commercial the North Trail Property:

WHEREAS, once the City has purchased the North Trail Property from BNSF and Minnesota Commercial, the City and County have agreed to negotiate a separate agreement in good faith for the sale of the North Trail Property to the County:

WHEREAS, Regional Rail has stated that it may have an interest in the future purchase of a portion of the Corridor ("South Corridor") for the purpose of preserving the Corridor for future public transit and transportation, including but not limited to rail transit, light rail transit (LRT) and other transit modes; however, it is not ready to purchase the South Corridor at this time;

WHEREAS, the City has agreed to purchase the South Corridor to help facilitate the various actions described in this Agreement, and the City and Regional Rail have agreed to negotiate a separate agreement in good faith for the possible future sale of the South Corridor to Regional Rail;

WHEREAS, BNSF is willing to sell the South Corridor to the City, and is willing to grant Xcel Energy a permanent easement for its electrical transmission lines all on the terms set forth in this Agreement;

NOW THEREFORE, the parties agree as follows:

I. SECTION I, RAMSEY COUNTY.

A. Representations and Warranties by the County. The County represents and warrants to the parties that:

1. It has all requisite power and authority to execute this Agreement and the documents identified herein, that its governing body has reviewed this Agreement and has passed a resolution that authorizes County officials to execute this Agreement and the related documents on behalf of the County, and that the officials who did or will execute the Agreement and the related documents have the power and authority to execute the Agreement, and that the officials who did or will execute the Agreement and the related documents on behalf of the County have the authority to bind the County;
2. It will act reasonably and exercise due diligence in the performance of the acts permitted or required under this Agreement; and
3. It will cooperate with all reasonable requests by the other parties related to this Agreement, to the extent authorized by law.

B. Obligations of the County in this Agreement. The County shall perform the following:

1. The County agrees to negotiate in good faith with the City for the purchase of the North Trail Property. The County shall enter into a separate agreement with the City detailing the purchase price and terms for this acquisition. The purchase agreement shall require that the County pay the City the appraised value of up to a maximum of \$3.30 per square foot (estimated square feet to be acquired is 26,100 square feet = \$86,130.00). The purchase agreement shall be entered into within 60 days of the execution of this Agreement.

The County's purchase obligation shall be contingent upon the City's purchase of the South Corridor from BNSF and Minnesota Commercial pursuant to the terms of this Agreement; the City's subsequent grant to the County of a permanent easement for trail purposes over the South Corridor; and the approval by the County of any easements granted by BNSF or the City to Xcel.

The County shall reimburse the City for any expenses incurred in obtaining a title insurance policy, title correction work, environmental testing expenses and any environmental corrections associated with the City's purchase of the North Trail Property from BNSF. If the County and City are unable to reach a mutually acceptable purchase agreement for the North Trail Property, this agreement shall terminate as to the County and shall be of no further force or effect.

The County shall not be obligated to purchase the North Trail Property unless and until it has secured sufficient permanent rights in the South Corridor to construct a public recreational trail which will connect the North Trail Property to the existing Bruce Vento Trail which lies south of the South Corridor at its southern terminus.

2. The County agrees to enter into a separate Cooperative Agreement with the City to allow the City to construct a public recreational trail, including grading, clearing & grubbing, bituminous pavement, bridge improvements, and restoration work from Beam Avenue to Buerkle Road ("Bruce Vento Trail Extension").

The County shall pay the City from its State grant for development of the Bruce Vento Trail Extension the actual cost incurred by the City for construction (including design and engineering) of the improvements, estimated to be \$319,200 based on unit price bids received by the City, subject to the State of Minnesota extending the grant contract until December 31, 2005. The Cooperative Agreement shall be executed within 60 days of the execution of this Agreement.

3. The County agrees to purchase an easement from the City for the portion of the Bruce Vento Trail Extension located within the South Corridor. The value of the easement shall be determined through an independent appraisal. The County shall use its State and Metropolitan Council acquisition grants to purchase this easement with a total amount not-to-exceed \$263,870.00. The closing shall occur within 30 days of the City's purchase of the South Corridor from BNSF. This easement must be reviewed and approved by Regional Rail. If Regional Rail refuses to approve the easement, the County and City may nevertheless enter into the easement, but Regional Rail may, in its discretion, terminate its obligations under this Agreement.
4. The County acknowledges that BNSF shall grant Xcel Energy a permanent transmission line easement over the North Trail Property and portions of the South Corridor prior to the sale of the property to the County and that this easement shall contain a clause that the trail is a permitted use within the easement area and is subordinate to the transmission lines. A copy of the Xcel Energy permanent transmission line easement agreement is attached to this Agreement as Exhibit A.
5. The County agrees to secure a permit from the Minnesota Department of Transportation (Mn/DOT) for the construction and maintenance of a portion of the Bruce Vento Trail Extension over the I-694 BNSF railroad bridge and adjacent MNDOT road right of way. The permit shall be secured within 60 days of the execution of this Agreement.

II. SECTION II. REGIONAL RAIL.

A. Representations and Warranties by Regional Rail. Regional Rail represents and warrants to the parties that:

1. It has all requisite power and authority to execute this Agreement and the documents identified herein, that its governing body has reviewed this Agreement and has passed a resolution that authorizes Regional Rail officials to execute this Agreement and the related documents on behalf of Regional Rail, and that the officials who did or will execute the Agreement and the related documents have the power and authority to execute the Agreement, and that the officials who did or will execute the Agreement and the related documents on behalf of Regional Rail have the authority to bind Regional Rail;
2. It will act reasonably and exercise due diligence in the performance of the acts permitted or required under this Agreement; and

3. It will cooperate with all reasonable requests by the other parties related to this Agreement, to the extent authorized by law.

B. Obligations of Regional Rail in this Agreement. Regional Rail shall perform the following:

1. Regional Rail agrees to negotiate in good faith with the City for the future acquisition of the South Corridor. Regional Rail shall enter into a separate agreement with the City detailing the purchase price and terms for this acquisition. Regional Rail shall purchase the South Corridor from the City before June 30, 2006, or the City may pursue the sale of the South Corridor to other parties. Nothing in this Agreement shall obligate Regional Rail to enter into a purchase agreement for the South Corridor or accept any particular terms or conditions for such agreement. Any such purchase agreement shall be a free standing agreement and none of the terms of this Agreement shall be deemed incorporated into such agreement unless specifically agreed to in the purchase agreement.
2. Regional Rail agrees that BNSF shall grant Xcel Energy permanent transmission line easements over the South Corridor prior to the sale of the property to the City. A copy of the Xcel Energy permanent transmission line easement agreement is attached to this Agreement as Exhibit A.

III. SECTION III, CITY OF MAPLEWOOD.

A. Representations and Warranties by the City. The City represents and warrants to the parties that:

1. It has all requisite power and authority to execute this Agreement and the documents identified herein, that its governing body has reviewed this Agreement and has passed a resolution that authorizes City officials to execute this Agreement and the related documents on behalf of the City, and that the officials who did or will execute the Agreement and the related documents have the power and authority to execute the Agreement, and that the officials who did or will execute the Agreement and the related documents on behalf of the City have the authority to bind the City;
2. It will act reasonably and exercise due diligence in the performance of the acts permitted or required under this Agreement; and
3. It will cooperate with all requests by the other parties related to this Agreement.

B. Obligations of the City in this Agreement. The City shall perform the following:

1. Enter into a Cooperative Agreement with the County agreeing to construct the Bruce Vento Trail Extension as described above. The Cooperative Agreement shall be executed by both parties within 60 days of the execution of this Agreement. Trail construction shall be completed by the City no later than November 18, 2005. The County shall pay the City from its State grant for development of the Bruce Vento Regional Trail Extension the actual cost incurred by the City for construction (including design and engineering) of the improvements, estimated to be \$319,200 based on unit price bids received by the City, subject to the State of Minnesota extending the grant contract until December 31, 2005.
2. Pay \$59,000 to BNSF for Xcel Energy easements within the South Corridor and the North Trail Property as described in the attached Xcel Energy permanent transmission line easement agreement (Exhibit A). The City agrees that BNSF shall grant Xcel Energy these permanent transmission line easements over the North Trail Property and portions of the South Corridor immediately prior to the sale of the property to the City.
3. The City agrees to enter into a Purchase Agreement with BNSF to purchase the South Corridor after abandonment of rail service. The South Corridor is legally described as follows:

All that part of the 150-foot wide BNSF Railway Company right-of-way located in the Northwest Quarter of Section 3, Township 29, Range 22, Ramsey County, Minnesota which lies northerly of a line drawn perpendicular with the center line of said Railway right-of-way from a point thereon distant 183.00 feet northeasterly from the intersection of said center line with the southerly line of said Northwest Quarter.

and:

All that part of the 150-foot wide BNSF Railway Company right-of-way located in the South Half of the South Half of Section 34, Township 30, Range 22, Ramsey County, Minnesota which lies southerly of a line drawn perpendicular with the easterly right-of-way line of said Railway right-of-way from a point thereon distant 35.00 feet northeasterly from the intersection of said easterly right-of-way line with the northerly right-of-way line of Trunk Highway 393-694 as described in that certain Final Certificate filed in the Office of the Ramsey County Recorder on November 4, 1966 as Document Number 1687969.

The Purchase Agreement shall require that the City pay BNSF \$1,256,070.00 for the South Corridor. The City shall be responsible for any expenses associated with obtaining a title insurance policy, title

corrections work and any environmental testing and/or environmental corrections on the property. Closing shall occur within 30 days of the abandonment of railroad service over the South Corridor.

4. The City agrees to enter into a purchase agreement with BNSF and Minnesota Commercial to purchase their respective rights, title, and interest in the North Trail Property. The North Trail Property is legally described as follows:

All that part of the easterly 25.00 feet of the 150-foot wide BNSF Railway Company right-of-way located in the West Half of the Southeast Quarter of Section 34, Township 30, Range 22, Ramsey County, Minnesota which lies northerly of a line drawn perpendicular with the easterly line of said Railway right-of-way from a point thereon distant 35.00 feet northeasterly from the intersection of said easterly line with the northerly right-of-way line of Trunk Highway 393-694 as described in that certain Final Certificate filed in the Office of the Ramsey County Recorder on November 4, 1966 as Document Number 1687969, and which lies southerly of the southerly line of the 66-foot wide right-of-way of Buerkle Road as described in that certain Perpetual Easement filed in the Office of the Ramsey County Recorder on December 22, 1982 as Document Number 2164739;

The purchase agreement shall require that the City pay BNSF the appraised value of \$3.30 per square foot (estimated square feet to be acquired is 26,100 square feet = \$86,130.00). The purchase agreement shall be entered into within 60 days of the execution of this Agreement.

The City shall be responsible for expenses incurred in obtaining a title insurance policy, title correction work, environmental testing expenses and any environmental corrections associated with the purchase of the North Trail Property from BNSF.

5. Pay costs associated with the relocation of Xcel Energy Power Line 0885 to a point acceptable to Xcel Energy. The City and Xcel Energy shall execute a separate agreement detailing the scope and cost for this work.
6. Remove the spur track as a part of the Project as shown on Exhibit B attached to this Agreement. Removal of existing ties and rails for the spur track shall be limited to track outside of the existing fence surrounding the Kohlman Lake Substation. The railroad bridge at existing County Road D shall also be removed by the City; however, the bridge will not be removed until the rail line abandonment process has been completed. The City shall be responsible for the costs incurred for these removals. Responsibility for salvaging and/or disposing of the existing ties and rails within the South Corridor shall be in accordance with the purchase

agreement for the South Corridor.

7. Agree to reimburse Minnesota Commercial for their staff time and expenses associated with the rail line abandonment process. These costs shall not exceed a total cost of \$5,000.00.
8. Complete construction of the Project no later than November 30, 2005.
9. Agree to grant an easement to Ramsey County for the construction and maintenance of the Bruce Vento Trail Extension within the South Corridor. The cost for the easement shall be determined by an independent appraiser; however, it shall not exceed a total cost of \$263,870.00 and shall be reduced to reflect the value of any easement acquired by Xcel Energy under the terms of this Agreement.
10. Agree to negotiate in good faith with Regional Rail for the future sale of the South Corridor. The City shall enter into a separate agreement with Regional Rail detailing the purchase price and terms for this acquisition. The City may pursue the sale of the South Corridor to other parties if Regional Rail does not complete the purchase of the South Corridor from the City before June 30, 2006.

IV. SECTION IV, XCEL ENERGY.

A. Representations and Warranties by Xcel Energy. Xcel Energy represents and warrants to the parties that:

1. It has all requisite power and authority to execute this Agreement and the documents previously listed herein, and the officials of Xcel Energy who did or will execute the same for and on behalf of Xcel Energy have the power and the authority to do so and to bind Xcel Energy;
2. It will act reasonably and exercise due diligence in the performance of the acts permitted or required under this Agreement; and
3. It will cooperate with all requests by the other parties related to this Agreement.

B. Obligations of Xcel Energy in this Agreement. Xcel Energy shall perform the following:

1. Enter into an Alternative Loading Service Agreement with Minnesota Commercial within 60 days of the execution of this agreement to reassign rail access rights to a point north of the South Corridor.

2. Notify Minnesota Commercial and BNSF in writing within 10 days of the execution of this Agreement that it no longer needs the railroad spur to the Kohlman Lake Substation site and that it consents to the abandonment of the railroad service over the South Corridor. This notification must confirm to Minnesota Commercial and BNSF that the proposed South Corridor limits are acceptable to Xcel Energy.
3. Enter into a permanent easement agreement with BNSF for its transmission lines within the South Corridor and the North Trail Property no later than December 31, 2005. The permanent easement agreement is detailed in attached Exhibit A. The City shall pay BNSF \$59,000 in consideration for the granting of these easements to Xcel Energy. Xcel Energy understands and agrees that these easements are an accommodation for the Project improvements and do not establish a precedent for future negotiations with BNSF, Regional Rail or the County.
4. Agree to grant the City and Ramsey County any necessary rights and permits at no cost needed for construction, operation and maintenance of the Bruce Vento Trail Extension.

V. SECTION V, BNSF.

A. Representations and Warranties by BNSF. BNSF represents and warrants to the parties that:

1. It has all requisite power and authority to execute this Agreement and the documents previously listed herein, and the officials of BNSF who did or will execute the same for and on behalf of BNSF have the power and the authority to do so and to bind BNSF;
2. It will act reasonably and exercise due diligence in the performance of the acts permitted or required under this Agreement; and
3. It will cooperate with all requests by the other parties related to this Agreement.

B. Obligations of BNSF in this Agreement. BNSF shall perform the following:

1. Agree to the expedited rail line abandonment process, to begin immediately and to be filed by August 31, 2005.
2. Enter into a Purchase Agreement with the City to sell the South Corridor to the City for the appraised value of \$1,256,070.00. Closing shall be completed no later than December 31, 2005.

3. Enter into a purchase agreement with the City to sell the North Trail Property. Closing shall be completed no later than December 31, 2005.
4. Agree to grant transmission line easements within the South Corridor and the North Trail Property to Xcel Energy as detailed in attached Exhibit A for the total price of \$59,000 to be paid by the City.
5. Notwithstanding anything to the contrary in this Agreement, BNSF's obligations to sell the South Corridor and the North Trail Property to the City shall be interdependent with BNSF's obligations to grant transmission line easements to Xcel Energy in respect of the South Corridor and the North Trail Property. The closing of the sales of the South Corridor and the North Trail Property shall occur simultaneously with the delivery of said transmission line easements, such that the transmission line easements shall be granted immediately prior to the sale of the South Corridor and the North Trail Property to the City. BNSF shall have no obligation to deliver the transmission line easements to Xcel unless and until the City shall tender to BNSF the purchase prices for the transmission line easements, the South Corridor, and the North Trail Property and shall have evidenced its willingness to accept delivery of the deeds from BNSF for the South Corridor and the North Trail Property. The delivery of the transmission line easements by BNSF to Xcel Energy shall be conditional and may be revoked by BNSF if the City fails or refuses to close the purchases of the South Corridor and the North Trail Property.

VI. SECTION VI. MINNESOTA COMMERCIAL.

A. Representations and Warranties by Minnesota Commercial. Minnesota Commercial represents and warrants to the parties that:

1. It has all requisite power and authority to execute this Agreement and the documents previously listed herein, and the officials of Minnesota Commercial who did or will execute the same for and on behalf of Minnesota Commercial have the power and the authority to do so and to bind Minnesota Commercial;
2. It will act reasonably and exercise due diligence in the performance of the acts permitted or required under this Agreement; and
3. It will cooperate with all requests by the other parties related to this Agreement.

B. Obligations of Minnesota Commercial in this Agreement. Minnesota Commercial shall perform the following:

1. Agree to the expedited rail line abandonment process, to begin immediately and be filed no later than August 31, 2005.
2. Execute in cooperation with the BNSF, a purchase agreement with the City for the North Trail Property. Closing shall be completed by December 31, 2005.
3. Execute in cooperation BNSF, a purchase agreement with the City to sell the South Corridor. The Purchase Agreement shall require that the City pay BNSF \$1,256,070.00 for the South Corridor. Closing shall occur no later than December 31, 2005.
4. Enter into an Alternative Loading Service Agreement with Xcel Energy within 60 days of the execution of this Agreement to reassign rail access rights to a point north of the South Corridor.

VII. GENERAL PROVISIONS.

- A. **Severability.** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- B. **Arbitration.** It is agreed by the parties that any differences, disputes or claims which arise under and pursuant to this Agreement or as to the performance thereof by the parties hereto shall be submitted for arbitration to a board of arbitrators consisting of three (3) persons, one selected by the party interested in the other side of the dispute, and a third person mutually selected and agreed upon by the first two arbitrators. This arbitration provision does not extend to any dispute, difference, claim or obligation that may arise pursuant to any of the agreements referenced herein, including but not limited to the Xcel Energy Permanent Transmission Line Easement Agreement attached hereto as Exhibit A.

Any party shall notify the other party in writing, served by U.S. Mail, certified or registered, postage prepaid, of a dispute, stating the nature of the claim or dispute and the name and address of the selected arbitrator. The other party shall serve notice of its selected arbitrator and opposition or other interest in the claim or dispute. The two arbitrators shall select a third disinterested arbitrator within fifteen (15) days after the response notice stated above.

Arbitration shall be commenced within forty-five (45) days of the original notice pursuant to the previous paragraphs hereof, and all proceedings shall be governed by the Minnesota Statutes, Chapter 572. The decision of any two arbitrators shall be binding and conclusive with respect to all claims and disputes submitted in such arbitration proceedings.

If a party does not respond to an arbitration notice, then the party first serving the arbitration notice under the previous paragraph shall be entitled by Motion to petition a court of competent jurisdiction for its order selecting and appointing an arbitrator for said defaulting party. Any such determination by the Court shall be final, binding and conclusive as to all parties in interest. Expenses for the arbitration shall be divided equally among the parties.

- C. Nothing in this agreement shall obligate the County or Regional Rail to acquire any property from any other party unless and until they are respectively satisfied that any easements or other rights granted to any other party will not materially impair the use or uses for which they will acquire the property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COUNTY OF RAMSEY

By: _____
Date

Its: _____

By: _____
Date

Its: _____

**RAMSEY COUNTY REGIONAL
RAIL AUTHORITY**

By: _____
Date

Its: _____

By: _____
Date

Its: _____

EXHIBIT A

XCEL ENERGY PERMANENT TRANSMISSION LINE EASEMENT AGREEMENT

EASEMENT

The undersigned, hereinafter called "Grantor", in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to Grantor in hand paid by Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, hereinafter called "NSP", does hereby quitclaim unto NSP, its successors and assigns, the perpetual right, privilege and easement to construct, operate, maintain, use, rebuild, or remove electric lines with all towers, structures, poles, foundations, crossarms, cables, wires, guys, supports, counterpoises, fixtures, and devices appurtenant to said lines through, over, under and across the following described lands (hereinafter called "Premises") situated in the County of Ramsey, State of Minnesota, to-wit:

All that part of the 150-foot wide BNSF Railway Company right-of-way located in the Northwest Quarter of Section 3, Township 29, Range 22, Ramsey County, Minnesota which lies northerly of a line drawn perpendicular with the center line of said Railway right-of-way from a point thereon distant 183.00 feet northeasterly from the intersection of said center line with the southerly line of said Northwest Quarter.

and:

All that part of the 150-foot wide BNSF Railway Company right-of-way located in the South Half of the South Half of Section 34, Township 30, Range 22, Ramsey County, Minnesota which lies southerly of a line drawn perpendicular with the easterly right-of-way line of said Railway right-of-way from a point thereon distant 35.00 feet northeasterly from the intersection of said easterly right-of-way line with the northerly right-of-way line of Trunk Highway 393-694 as described in that certain Final Certificate filed in the Office of the Ramsey County Recorder on November 4, 1966 as Document Number 1687969.

and:

All that part of the easterly 25.00 feet of the 150-foot wide BNSF Railway Company right-of-way located in the West Half of the Southeast Quarter of Section 34, Township 30, Range 22, Ramsey County, Minnesota which lies northerly of a line drawn perpendicular with the easterly line of said Railway right-of-way from a point thereon distant 35.00 feet northeasterly from the intersection of said easterly line with the northerly right-of-way line of Trunk Highway 393-694 as described in that certain Final Certificate filed in the Office of the Ramsey County Recorder on November 4, 1966 as Document Number 1687969, and which lies southerly of the southerly line of the 66-foot wide right-of-way of Buerkle Road as described in that

certain Perpetual Easement filed in the Office of the Ramsey County Recorder on December 22, 1982 as Document Number 2164739.

Except for the right of access and temporary construction area, said easement shall be limited to those parts of the Premises (hereinafter called "the Easement Area") described as follows:

- Parcel 1: All that part of the easterly 25.00 feet of the 150-foot wide BNSF Railway Company right-of-way located in the West Half of the Southeast Quarter of Section 34, Township 30, Range 22, Ramsey County, Minnesota which lies northerly of a line drawn perpendicular with the easterly line of said Railway right-of-way from a point thereon distant 35.00 feet northeasterly from the intersection of said easterly line with the northerly right-of-way line of Trunk Highway 393-694 as described in that certain Final Certificate filed in the Office of the Ramsey County Recorder on November 4, 1966 as Document Number 1687969, and which lies southerly of the southerly line of the 66-foot wide right-of-way of Buerkle Road as described in that certain Perpetual Easement filed in the Office of the Ramsey County Recorder on December 22, 1982 as Document Number 2164739.
- Parcel 2: The part of the Premises which lies within 30.00 feet of the following described line: Beginning at a point on a line drawn perpendicular with the easterly line of said Railway right-of-way from a point thereon distant 35.00 feet northeasterly from the intersection of said easterly line with the northerly right-of-way line of Trunk Highway 393-694 as described in that certain Final Certificate filed in the Office of the Ramsey County Recorder on November 4, 1966 as Document Number 1687969, distant 30.00 feet westerly of the intersection of said line with the easterly line of said Railway right-of-way, thence southwesterly parallel with the easterly line of said Railway right-of-way a distance of 1085 feet to a "Point A", thence deflect left to a point on the westerly line of said Railway right-of-way located 320.00 feet south of the north line of said Section 3, as measured along the westerly line of said Railway right-of-way and there terminating. The sidelines of the described strip of land are to be lengthened or shorted to meet at the point of turning, and to meet said perpendicular line and the westerly line of said Railway right-of-way.
- Parcel 3: That part of the Premises that lies within 10.00 feet each side of the following described line: Beginning at the above-described "Point A", thence southwesterly parallel with the east line of said Railway right-of-way a distance of 85.00 feet and there terminating.

Parcel 4: That part of the Premises lying between lines parallel with and located respectively 500 feet and 750 feet south of the north line of said Section 3.

The rights granted herein may be exercised at any time subsequent to the execution of this document.

The grant of easement herein contained shall also include the right to enter upon the Premises, to survey for and locate said lines and shall also include the right to trim or remove from said Easement Area any structures, trees (including tall or leaning trees located within the Premises adjacent to the Easement Area, which may endanger said lines by reason of falling thereon) or objects, except fences, which will materially interfere with or endanger said lines. Any such entry by NSP under the provisions of this paragraph shall not materially interfere with or disrupt in any way any public transit or transportation system, including but not limited to any rail transit system, which exists upon the Premises at the time of entry, and unless an emergency, NSP shall notify Grantor prior to such entry. Except as otherwise provided herein for the construction, operation, repair and maintenance of facilities and structures necessary for public transit, transportation and recreational trails, Grantor, its successors and assigns, agrees not to erect any buildings, structures or other objects, permanent or temporary, except fences, or to plant any trees within the Easement Area, without the prior express written approval from NSP, nor to perform any act which will interfere with or materially endanger said lines.

The grant of easement herein contained shall also include the right of NSP to have reasonable access which does not materially interfere with Grantor's use of the Premises to said Easement Area across the Premises. The grant of easement herein contained shall also include the right of reasonable temporary use by NSP of Premises adjacent to said Easement Area during construction, repair or replacement of said transmission lines, for additional construction area. In regard to Parcel 1, this easement also grants a right of access to NSP across said parcel in order to load and unload transformers and other electrical equipment onto the railroad located west of, parallel with and adjacent to said parcel.

Said electric lines and supporting structures from time to time may be reconstructed or relocated on said Easement Area with changed dimensions and to operate at different voltages provided that any change in location or structure does not materially interfere with existing or future use of the Premises by Grantor for public transit or transportation purposes, including but not limited to rail transit. NSP must notify Grantor before relocating or reconstructing the electric lines and structures to determine that the improvements do not materially interfere with Grantor's facilities or rights granted herein.

The grant herein contained shall also include the right of NSP to permit the attachment of wires of others to the structures supporting said lines, except that such wires shall not materially interfere with Grantor's use of the Easement Area.

Grantor reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities (hereinafter called "improvements"), the portion of said Easement Area not occupied by the structures supporting NSP's electric system, provided that said improvements do not impair the structural or electrical integrity of or ability to maintain said electric system or materially alter the existing ground elevations; and provided further that all such improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code. Grantor, its agents or assigns must submit plans of improvements or other installations within the Easement Area for review by NSP prior to installation of the improvements to determine that the improvements do not materially interfere with NSP's facilities or rights granted herein.

Grantor reserves to itself, its successors or assigns, the right to enter upon and use the Easement Area for the purposes of planning, surveying, designing, constructing, installing, operating, maintaining, repairing, improving, or modifying a system or systems of public transit or transportation, including but not limited to rail transit, public highways, pedestrian paths, or bike paths, provided that such entrance upon or use of the Easement Area does not materially interfere with, obstruct, or impair NSP's use of the Easement Area for the purposes stated herein.

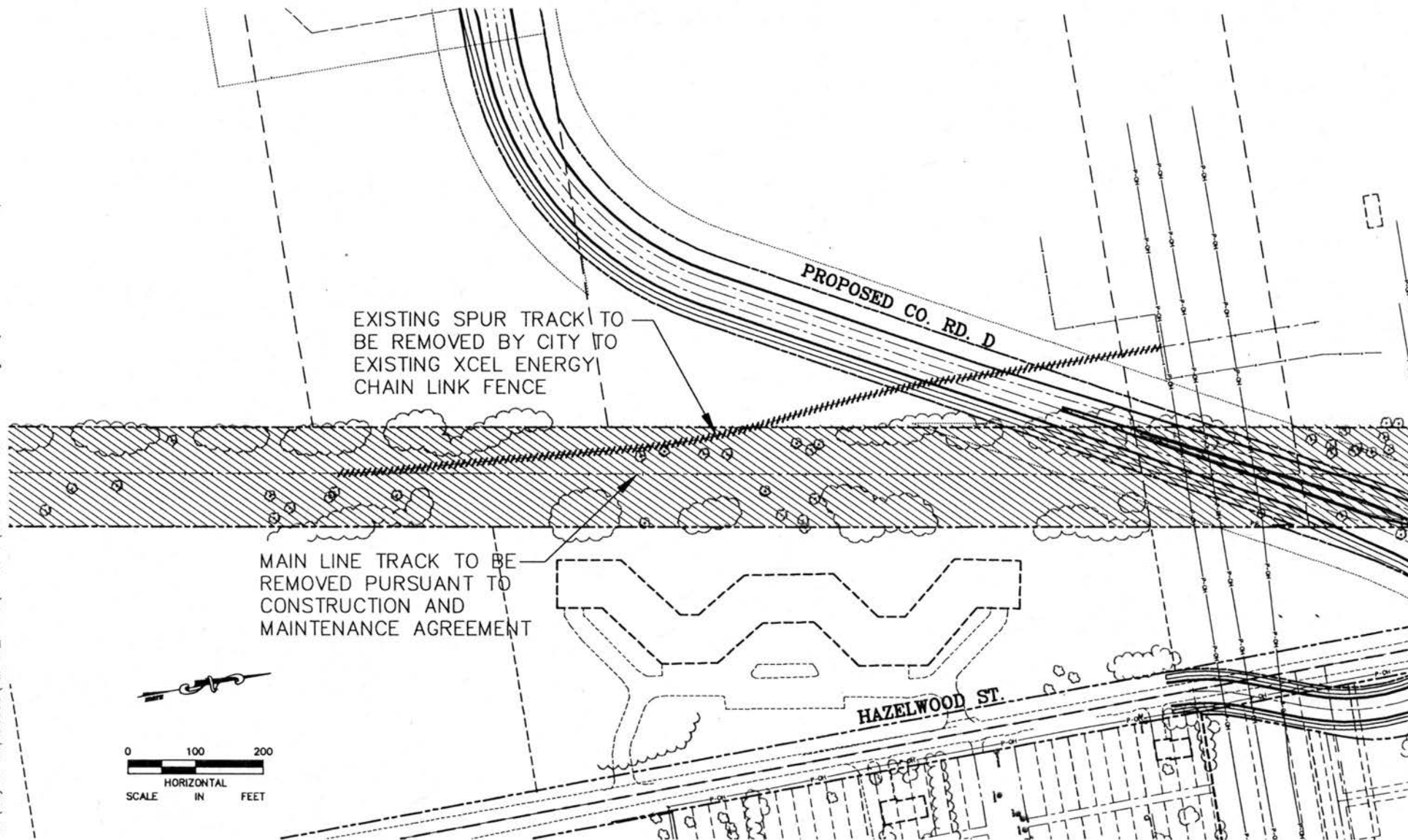
NSP shall pay for all damages to landscaping, roads and driveways, fences, livestock, crops, fields and other property caused by the construction or maintenance of said lines. Claims on account of such damages may be referred to NSP's nearest office.

Grantor agrees to execute and deliver to NSP, at NSP's cost without additional compensation, any additional documents needed to correct the legal description of the Easement Area described herein, so that it describes the Easement Area within the Premises that was originally intended to be granted herein and which at a minimum provides conductor clearance meeting the requirements of the National Electrical Safety Code.

Where approval from one beneficiary of this grant of easement to another is herein required, said approval shall not be unreasonably withheld. Any party seeking approval from another shall submit its request or plans to the other in writing. A party receiving such request shall, within thirty days, grant approval of the request or deny approval by submitting to the other a written explanation for the denial.

Notwithstanding any other provision of this grant of easement, NSP, and its successors or assigns may not, without the express written consent of Grantor, its successors or assigns, place, locate, or erect any towers, structures, poles, cross-arms, cables, wires, guys, supports, counterpoises, fixtures, or devices on or within thirty (30) feet of the centerline of the Premises. Grantor may condition the express written consent mentioned above on the allocation of cost for removal, relocation or modification of any structures placed within thirty (30) feet of the centerline of the Premises, as Grantor, its successors or assigns determines appropriate.

This provision does not preclude NSP, its successors or assigns from installing, replacing or repairing overhead wires across the Premises, including the portion of the Premises located on



City of Maplewood, Minnesota
Department of Public Works
Engineering Division



Kimley-Horn
and Associates, Inc.

2550 UNIVERSITY AVE. WEST, SUITE 340H
ST. PAUL, MINNESOTA 55114

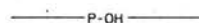
TEL. NO. (651) 645-4197
FAX NO. (651) 645-0116

LEGEND



PROPOSED RIGHT-OF-WAY ABANDONMENT (PARTIAL)

NOTE:
THIS EXHIBIT ONLY SHOWS A PORTION OF THE SOUTH
CORRIDOR.



EXISTING XCEL ENERGY OVERHEAD
TRANSMISSION LINE

SPUR TRACK REMOVAL
JULY 2005

EXHIBIT B

Intermodal Station Study

Project Summary

July 2005

Intermodal Station Study Purpose

**Develop transit station design concepts, and
Identify staging and storage sites**

Preserve long-term expansion opportunities

- ☐ Commuter rail – Northstar and Red Rock
- ☐ Long-distance and high speed rail

Ensure convenient intermodal connections

- ☐ Light Rail – Hiawatha and Central
- ☐ Buses – Local and Express/BRT
- ☐ Taxis, Pedestrians, Bicycles

Intermodal Station Study Management and Coordination

Project Manager: Hennepin County RRA

- ❑ February 2005 – April 2006
- ❑ Funding – Mn/DOT grant

Study Partners

- ❑ Minneapolis, Metropolitan Council, Metro Transit, Mn/DOT, Northstar project office, Hennepin County, Ramsey County, Washington County

Regional Project Coordination

- ❑ Northstar and Red Rock Commuter Rail
- ❑ Hiawatha and potential Central and Southwest LRT
- ❑ Cedar Lake Trail

Intermodal Station Study Management and Coordination

Technical Advisory Committee (TAC)

- ☐ Regional partners/representatives of other studies

Stakeholder Meetings

- ☐ Presentation of study purpose
- ☐ Garner input from businesses, property owners

Public Input

- ☐ Open Houses – Presentation of Concepts
- ☐ Community Groups and Organizations

Intermodal Station Study Study Area

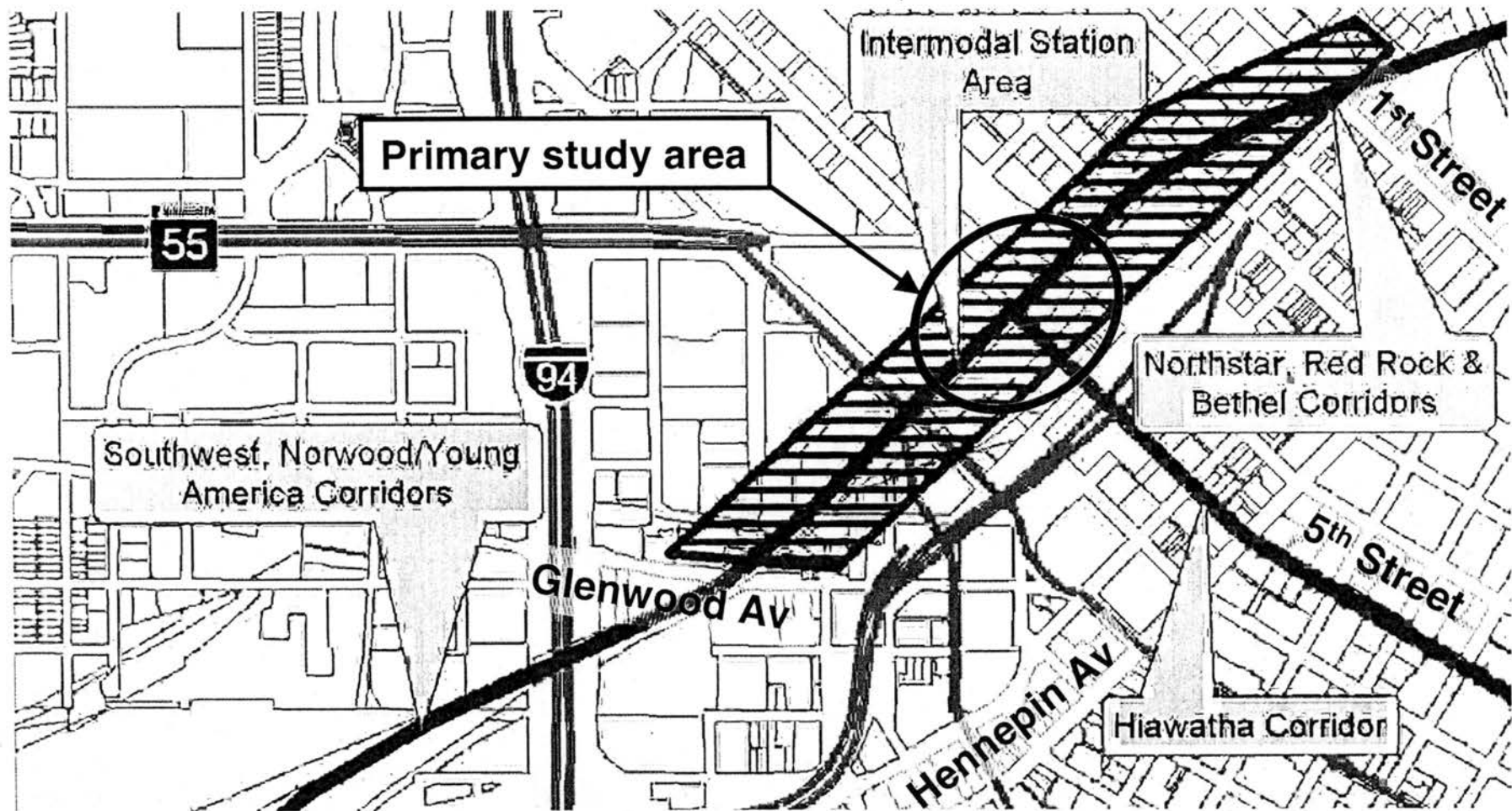
Station / Tracks / Platforms

- ☐ Downtown Minneapolis
- ☐ Glenwood Avenue – Washington Avenue
- ☐ BNSF – 3rd Ave N

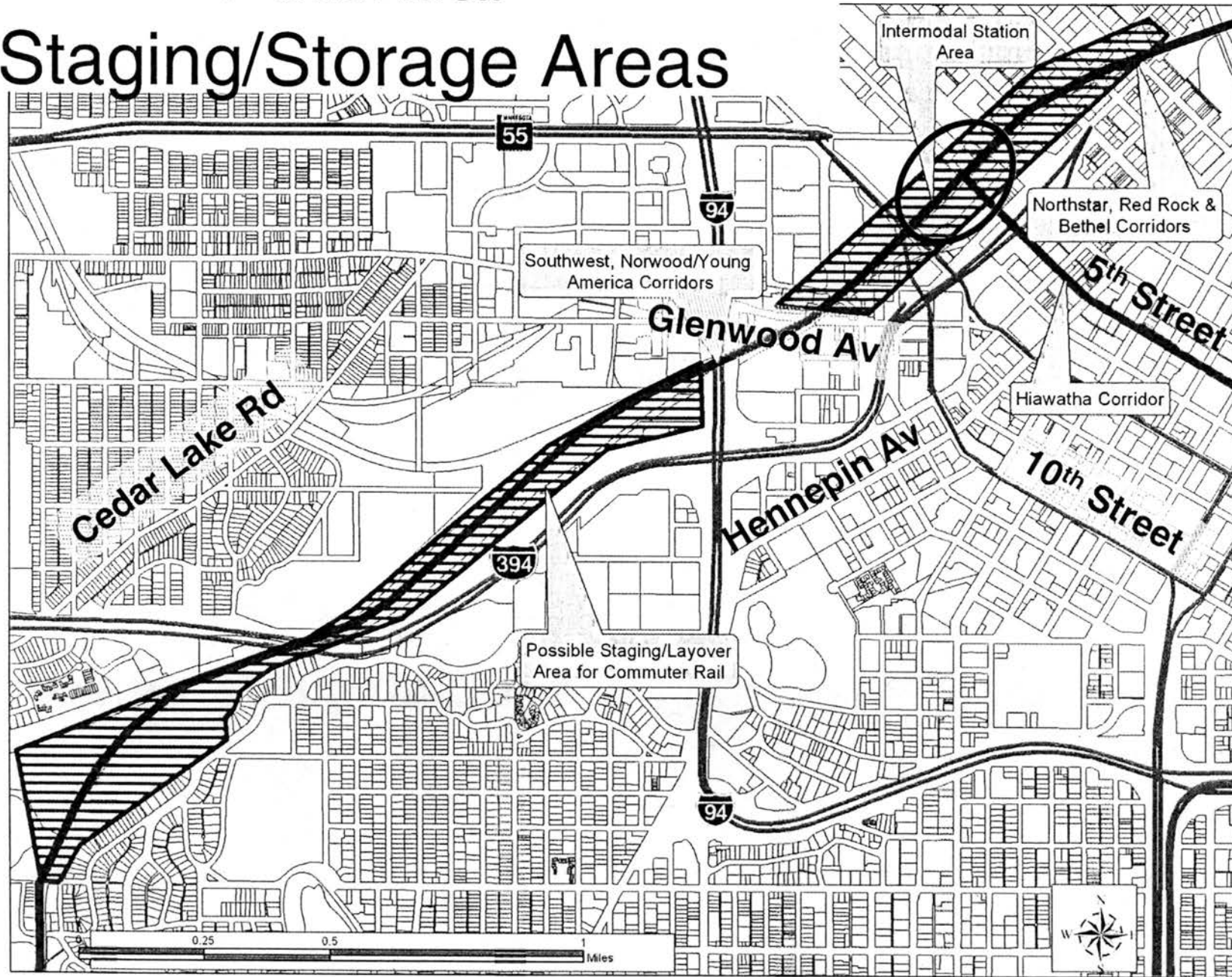
Storage and Staging

- ☐ Minneapolis – near SW to NE/SE
- ☐ Parallel to BNSF

Intermodal Station Area



Potential Staging/Storage Areas



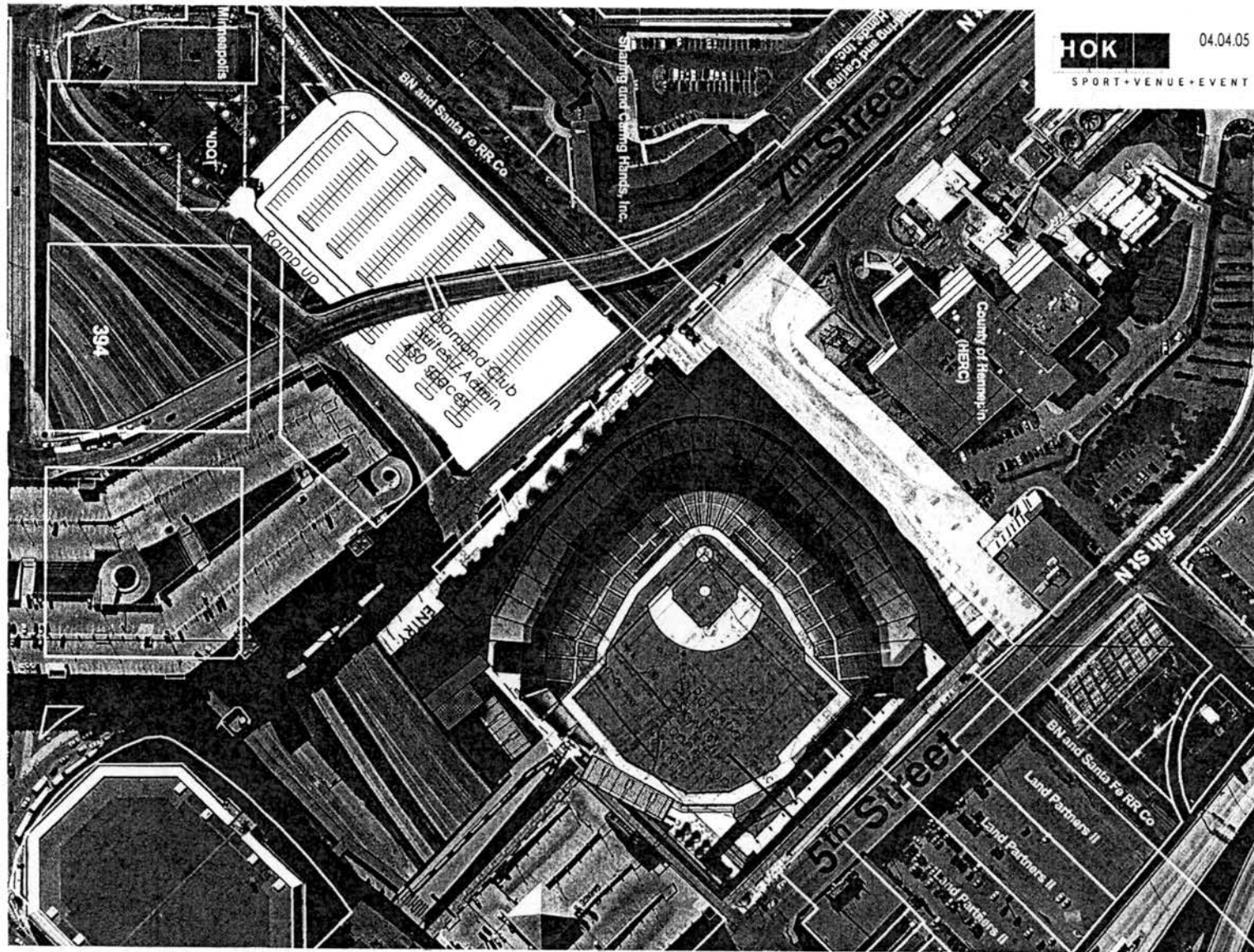
Intermodal Station Study

Study Issues

Spatial and Design

- ❑ Ballpark location, 5th to 7th, vs. platforms
- ❑ Track clearances – vertical and horizontal
- ❑ LRT access, track alignment on 5th Street
- ❑ Cedar Lake Trail location – access to parkway

Proposed Twins Stadium



Intermodal Station Study

Study Issues

Operations and Circulation

- ❑ CR trains per hour – bridge capacity restraint
- ❑ CR track connections – through vs. stub
- ❑ Sidewalks and pedestrians

Intermodal Station Study

Phase 1 – Short Term

Northstar, Hiawatha, Central, Red Rock

- ☐ Northstar and Red Rock CR platform
- ☐ Hiawatha extension
- ☐ Accommodation of a Central LRT line
- ☐ Staging/storage tracks

Northstar/Hiawatha Phase I



Intermodal Station Study

Future Phases – Long Term

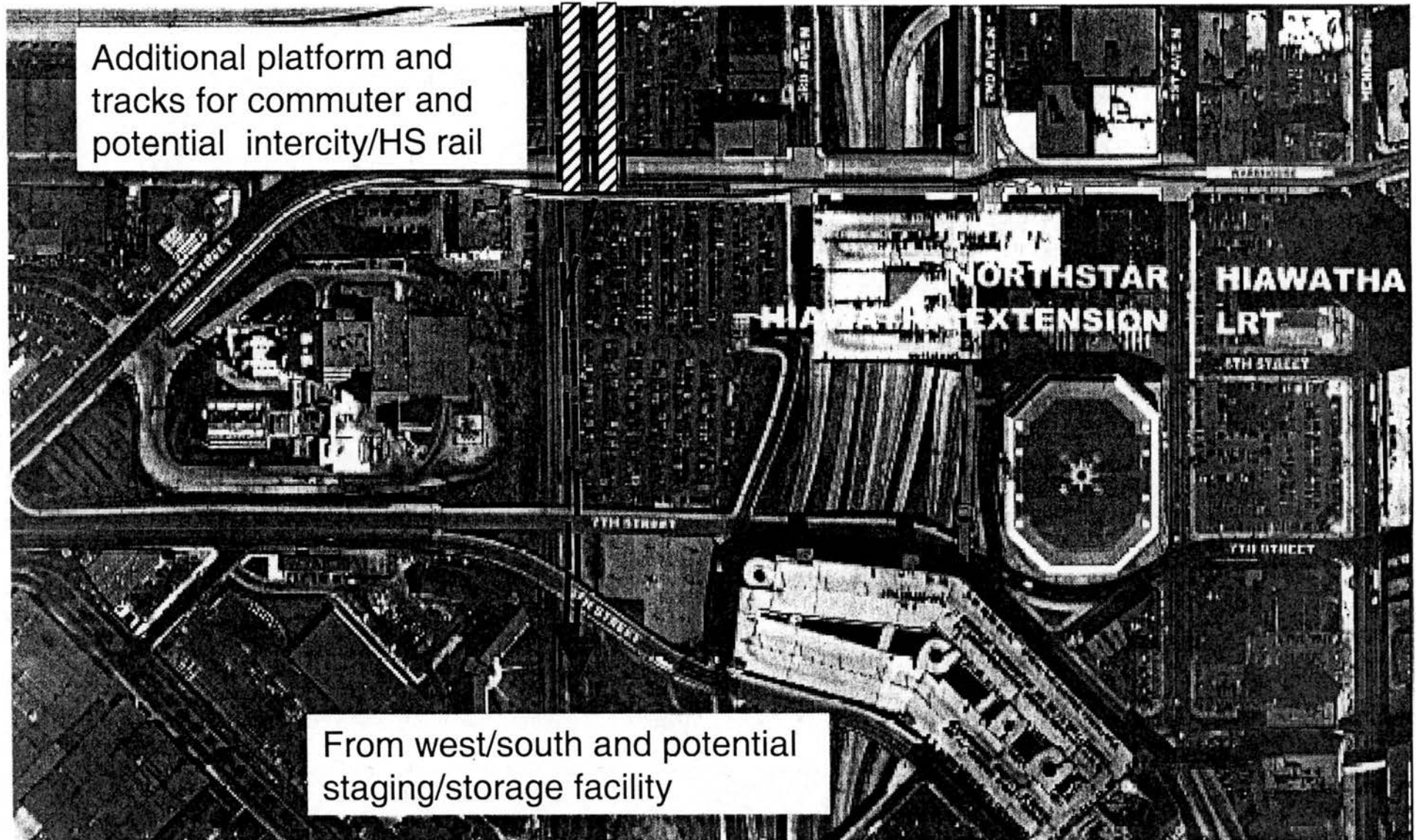
Increased CR Operations – Phase 2

- ☐ Increased frequency and new corridors
- ☐ Additional platforms and tracks
- ☐ Improved surface access
- ☐ Potential Southwest LRT

Intercity/High-Speed Rail – Phase 3

- ☐ Extension of service to Minneapolis
- ☐ Additional platform(s) and track(s)
- ☐ Improved vertical/surface circulation

Intermodal Station Phases 2 and 3



Intermodal Station Study Decision-Making Process

TAC Recommendation

- ☐ Station Design Footprint
- ☐ Phased Implementation Plan

Local Review – Governmental Stakeholders

- ☐ Accept or Refine Recommendation
- ☐ Define Supporting Actions or Guidelines

Advance Recommendation to MTDB

- ☐ Adopt Concept and Recommendation
- ☐ Define Regional Priority

Intermodal Station Study

End of Presentation

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, Ramsey County Regional Railroad Authority has determined that a multi modal transit center at Union Depot in St. Paul, Minnesota will serve Amtrak, high speed rail, light rail, commuter rail, buses and autos; and

WHEREAS, A key element to implementing the multi modal transit center at Union Depot is the relocation of the Post Office from the concourse area of the Depot; and

WHEREAS, The Post Office has indicated a willingness to relocate its services to Eagan, Minnesota; and

WHEREAS, St. Paul and Ramsey County Regional Railroad Authority have an interest in property that will be vacated by the Post Office in downtown St. Paul; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the agreement with the City of St. Paul and the St. Paul Port Authority for the negotiation by the St. Paul Port Authority of the property at Union Depot subject to approval of the same agreement by the City of St. Paul; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority approves the cost sharing associated with the contract in an amount not to exceed \$207,500.

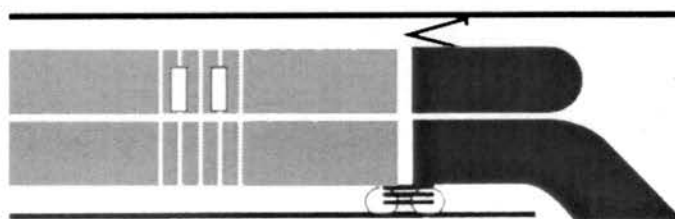
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

Ramsey County Regional Railroad Authority



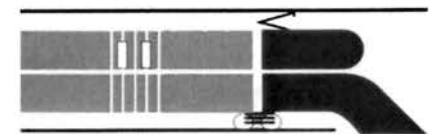
August 23, 2005

Work Session



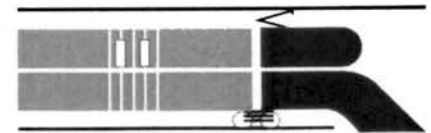
Agenda

- Current status of projects
- SAFETEA-LU
- Next steps
- Organizational capacity needs



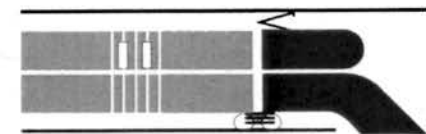
Project Status

- Central Corridor
 - AA/DEIS delayed by Cost Effectiveness Index
 - Regional model is being modified
 - Project design activities continuing
- Union Depot
 - USPS negotiations underway
 - \$50 million federal funding received



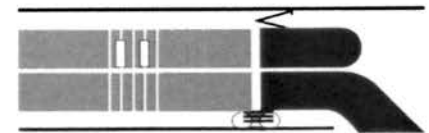
Project Status Continued

- Red Rock
 - Alternatives Analysis
 - On hold due to modeling issue
- Rush Line
 - Park and Ride lots
- MWRRI
- Right of Way



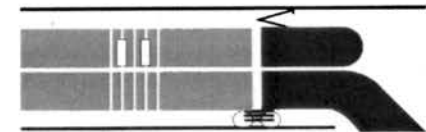
Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU)

- Corridors authorized for funding
 - Central
 - Red Rock
 - Rush Line
- FTA must develop new project evaluation process
- Projects of National or Regional Significance includes Union Depot



SAFETEA-LU Funding

- \$50,000,000 For Union Depot
 - Requires minimum 20% local match
 - Does not need appropriation
 - Administration and timing to be determined
- \$1.3 million for Rush Line bus improvements
- \$4 million for Central, Red Rock, Rush Line Alternatives Analysis



SAFETEA-LU

Safe, Accountable, Flexible, and Efficient Transportation Act – A Legacy for Users

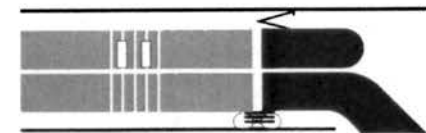
August 17, 2005

On July 29, 2005 SAFETEA-LU was approved by Congress. Passage of the six year bill was almost two years late. SAFETEA-LU totals \$286.5 billion and sets the framework for transportation funding for federal fiscal years 2004 (October 1, 2003) through 2009 (September 30, 2009). Transportation programs had continued under a series of continuing resolutions. About 18.5% of the total, or \$52.6 billion, is provided for federal transit programs through FY 2009. This represents a 46% increase over the guaranteed amount in the prior bill, TEA 21.

1. Annual New Starts (5309) funding rises from \$1.324 billion in FY 2004 to \$1.809 billion in FY 2009.
2. A new "Small Starts" fixed guideway program was created for projects requesting under \$75 million in federal funding.
3. Twin Cities corridors that received authorization include: Northstar, Central, Northwest Busway, Red Rock, Rush Line, and Cedar Avenue Corridor BRT.
4. \$4.0 million was provided over FY 2006-07 for alternatives analysis for Central/Red Rock/Rush Line
5. A new "Projects of National and Regional Significance" category was created for twenty-five projects around the country. It includes \$50 million for Union Depot.
6. Congress directed FTA to create a new evaluation process for fixed guideway projects and to publish the new process and criteria for comment within 120 days of enactment. The law enumerates economic development and land use issues that must be included in the criteria.

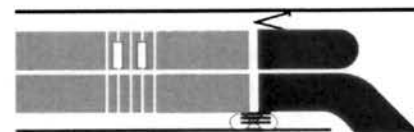
Next Steps

- Central Corridor
 - Select locally preferred alternative (LPA)
 - Complete CEI
 - Work with Congressional delegation on new criteria and to direct release of DEIS
 - CCCC to hold hearings and make LPA recommendation
 - Continue community outreach



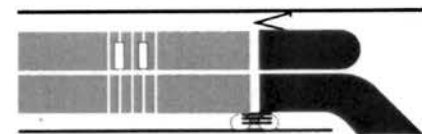
Next Steps (Cont.)

- Central Corridor (Cont.)
 - Advocate for 2006 state and federal funding
 - Seek FY 06 appropriation for PE
 - Continue to work for a comprehensive state transportation funding program
 - Obtain \$50 million state bonding
 - Continue project design activities
 - Extend DMJM+Harris contract prior to 12/31/05 (DEIS, tunnel, value engineering)
 - Extend Met Council contract prior to 12/31/05



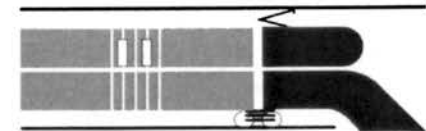
Next Steps (Cont.)

- Union Depot
 - Complete USPS negotiations for concourse
 - Hire project management
 - Begin negotiations with operators and railroads
 - Resolve questions on \$50 million funding
 - Identify use of \$1.75 in 2004-05 FTA funding
 - Revise 2006 state funding request



Next Steps (Cont.)

- Red Rock
 - Red Rock Corridor Commission to complete Alternatives Analysis when model is usable
- Rush Line
 - Task force to identify park and ride projects for \$1.3 million in new federal funding



Organizational Capacity Needs

- Public Relations/Community Outreach
- Central Corridor
 - Project design (DMJM+Harris, 12/31/05)
 - Project management (Met Council, 12/31/05)
- Union Depot
 - USPS Negotiations (Port Authority)
 - Project Management required

