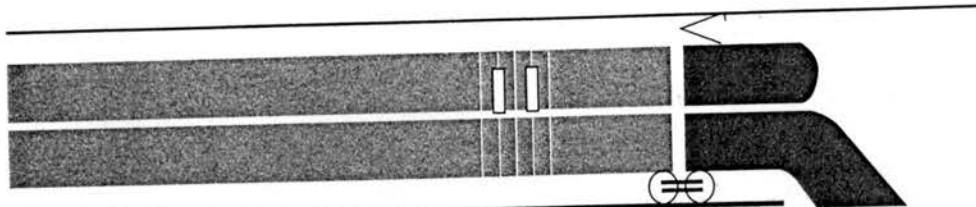




Ramsey County Regional Railroad Authority.
Records.

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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

May 23, 2006

Immediately following

The County Board Meeting and continuing at 1:45 p.m.

Third Floor Council Chambers Courthouse

1. * Approve minutes from April 25, 2006 meeting.

ADMINISTRATIVE AGENDA

2. * Ratify Partial Payments No. 26 in the amount of \$11,799.94 and No. 27 in the amount of \$25,946.75 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for February and March 2006.
3. * Ratify Partial Payments No. 6 in the amount of \$1,836.00 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Phase 2 study through February 2006.
4. * Ratify Partial Payment No. 20 in the amount of \$11,232.72 to Metropolitan Council for professional management services on the Central Corridor Phase 2 study for January 21, 2006 through March 3, 2006.

POLICY AGENDA

5. * Authorize Chair to execute a contract in the amount for an amount no greater than \$1,128,240 with DMJM+Harris for Union Depot project coordination services.
6. Legislative Update—Joseph Bagnoli.
7. Central Corridor Update—Steve Morris/Ken Haider/Dan Soler.
8. * Central Corridor preliminary engineering issues—Kathy DeSpiegelaere.
- * Action is requested

Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on April 25, 2006 in Council Chambers, Third Floor Courthouse.

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

OTHERS PRESENT: David Block, Veronica Burt, Robert Clarkson, Kathy DeSpiegelaere, Jo Haberman, Ken Haider, Julie Kleinschmidt, Dan Kravetz, David MacMillan, Steve Morris, Angie Taylor, Alicia Vap

Chair Ortega called the RCRRRA meeting to order at 10:50 a.m.

ADMINISTRATIVE AGENDA

1. Approve minutes from March 28, 2006 RCRRRA meeting

A motion was made by Commissioner Reinhardt, seconded by Commissioner McDonough, to approve the minutes from the March 28, 2006 RCRRRA meeting.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

2. Ratify Partial Payment No. 25 in the amount of \$20,779.94 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for January 2006.

A motion was made by Commissioner McDonough, seconded by Commissioner Carter, to Ratify Partial Payment No. 25 in the amount of \$20,779.94 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for January 2006.

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 January 27, 2006; 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. 6014107, Partial Payment No. 25, in the amount of \$20,779.94 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through January 27, 2006; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$20,779.94 for services rendered through January 27, 2006, is hereby ratified.

3. Ratify Partial Payments No. 4 in the amount of \$884.50 and No. 5 in the amount of \$403.50 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Phase 2 study through February 2006

A motion was made by Commissioner McDonough, seconded by Commissioner Carter, to Ratify Partial Payments No. 4 in the amount of \$884.50 and No. 5 in the amount of \$403.50 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Phase 2 study through February 2006.

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 professional services of Thompson Coburn for legal services on the Union Depot project and the Central Corridor transit project; and

WHEREAS, Thompson Coburn has satisfactorily completed portions of the work identified in the referenced agreement, and provided detailed invoice documentation for services and costs accrued through February 2006; 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, Thompson Coburn Invoice No. 1034550, Partial Payment No. 4 in the amount of \$884.50 and Invoice No. 1038672, Partial Payment No. 5 in the amount of \$403.50 attachments thereto, provide the correct documentation of payments due Thompson Coburn through February 2006; Now, Therefore Be It

RESOLVED, Payment to Thompson Coburn in the amount of \$1,288.00 for services rendered through February 2006 is hereby ratified.

4. Ratify Partial Payments No. 11 in the amount of \$2,709.88 and No. 12 in the amount of \$3,954.38 to Tunheim Partners for communication services on the Union Depot project through February 2006

A motion was made by Commissioner McDonough, seconded by Commissioner Carter, to Ratify Partial Payments No. 11 in the amount of \$2,709.88 and No. 12 in the amount of \$3,954.38 to Tunheim Partners for communication services on the Union Depot project through February 2006.

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 February 2006; 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. 03610, Partial Payment No. 11 in the amount of \$2,709.88 and Invoice No. 03652, Partial Payment No. 12 in the amount of \$3,954.38 attachments thereto, provide the correct documentation of payments due Tunheim Partners through February 2006; Now, Therefore Be It

RESOLVED, Payment to Tunheim Partners in the amount of \$6,664.26 for services rendered through February 2006 is hereby ratified.

POLICY AGENDA

5. Approve lease LNE028 for Gladstone Lumber Mart in Maplewood—Alicia Vap

A motion was made by Commissioner Rettman, seconded by Commissioner Reinhardt, to approve lease LNE028 for Gladstone Lumber Mart in Maplewood.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, Ramsey County Regional Railroad Authority and Gladstone Lumber Mart entered into lease LNE023 in 1994 for retail, warehousing, and storage at 1870 English Street in Maplewood, which expired in 2005; and

WHEREAS, Gladstone Lumber Mart has a continued desire to lease the 46,338 square feet in Maplewood from Ramsey County Regional Railroad Authority; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Lease 028 with Gladstone for the continued operation of their window and door business located at 1870 English Street in Maplewood, and authorizes the Chair to sign the Lease.

6. Authorize staff to negotiate a contract with DMJM+Harris for Union Depot project coordination services

A motion was made by Commissioner McDonough, seconded by Commissioner Parker, to authorize staff to negotiate a contract with DMJM+Harris for the Union Depot project coordination services.

Commissioner Rettman requested clarification regarding the second party interviewed for the Union Depot project coordination services. Kathy DeSpiegelaere stated that the second party was URS.

David Block, Chair of the LOCATE Task Force, stated that the Union Depot project requires many different disciplines. The RFP was issued, four firms responded and two firms were selected for interviews. Mr. Block noted that after interviews, LOCATE recommended using DMJM+Harris.

Commissioner Rettman asked for clarification regarding travel and other direct expenses that did not appear to be part of the proposal. Ms DeSpiegelaere commented that the direct expenses were included in the proposals and that the contract, if authorization is given, would be written to reflect this.

Commissioner Rettman asked why the other proposals, which were substantially lower in cost, were not considered. Ms DeSpiegelaere commented that scope of work was either not understood or was not addressed in the other proposals provided.

Commissioner Rettman also noted that DMJM+Harris currently has a contract with RCRRA on the Central Corridor and requested the amount paid to DMJM+Harris. Commissioner Rettman also asked Ms DeSpiegelaere to clarify who will be staffing the Union Depot project. Ms DeSpiegelaere commented that given the size of the Union Depot project, there should be no sharing of staff.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority authorized staff to issue a request for proposals for Union Depot project coordination services; and

WHEREAS, Four proposals were received and two firms were interviewed by the members of FIND, and

WHEREAS, FIND recommended to LOCATE and LOCATE recommends to Ramsey County Regional Railroad Authority that staff be authorized to negotiate a contract with the firm of DMJM Harris/AECOM;

NOW, THEREFORE BE IT RESOLVED, That Ramsey County Regional Railroad Authority authorizes its staff to negotiate a contract with DMJM Harris/AECOM in an amount not to exceed \$1,244,208 for a two year term; and Be It Further

RESOLVED, That the contract, when negotiated, will be returned to the Ramsey County Regional Railroad Authority for approval.

7. Corridor Updates—Kathy DeSpiegelaere

Ms DeSpiegelaere noted that the state bonding bill included an amount for a feasibility study on the Robert Street Corridor.

An Alternatives Analysis for the Red Rock Corridor is on hold because of model updates that are needed. The model updates for Red Rock are anticipated to be completed after the North Star Corridor updates have been done.

The Rush Line Corridor is currently looking at passenger service between St. Paul and Duluth. There are also Park and Pool lots being undertaken in Washington and Chisago Counties.

The Union Depot negotiations continue with the Post Office to purchase the building. Environmental and engineering work is scheduled to begin in the summer of 2006.

The Central Corridor has issued its Draft Environmental Impact Statement (DEIS), which has been signed and distributed. The next steps were included in the documentation issued to RCRRA. Ms DeSpiegelaere noted that an additional public hearing was added to the schedule; the public hearings will be held the week of May 22, 2006.

8. Other Business – Commissioner Toni Carter

A motion was made by Commissioner Carter, seconded by Commissioner Rettman, that RCRRA engage in negotiation with FTA and Metropolitan Council to extend the public comment period for the Central Corridor DEIS from 45 days to 60 days.

Commissioner Reinhardt added that the language should include a statement that the project's schedule for New Starts submitted to the FTA by June 30, 2006 would not be jeopardized as a result of the fifteen-day extension. She clarified her amendment to state that there be negotiations with the Metropolitan Council for an additional 7 to 15 days for public comments.

Commissioner Carter restated her motion to say that the public comment period will end on the 5th of June, as scheduled, but that all other comments received by June 20 will be considered as we move the DEIS forward to the FTA, at the same weight that comments received by June 5th. Commissioner Carter also stated that the comments period would be ended on schedule and the locally preferred alternative would be forwarded on as planned, and that RRA simply ask that Metropolitan Council keep the period for receipt of comments open until June 20th.

Roll call vote was taken; Commissioners Bennett, McDonough, Parker, Reinhardt, and Ortega voted no:

Ayes – 2: Nays – 5
Motion Declined

The meeting adjourned at 12:05 p.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Desprez
Authorized Signature

5/16/06
Date

Board Action Requested

Ratify Partial Payment No. 26 in the amount of \$11,799.94 and Partial Payment No. 27 in the amount of \$25,946.75 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for February and March 2006.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution
 - 2) Accounts Payable forms and Partial Payment Nos. 26 and 27
 - 3) DMJM+Harris, Inc. Invoice Nos. 6015115(26), 6016347 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

May 23, 2006
Board Date

Angelique Taylor
Signature

5/17/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: May 23, 2006 No.: R06-29

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 March 31, 2006; 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. 6015115, Partial Payment No. 26, in the amount of \$11,799.94 and Invoice No. 6016347, Partial Payment No. 27, in the amount of \$25,946.75 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through March 31, 2006; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$37,746.69 for services rendered through March 31, 2006, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

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Business Unit: RRA
Voucher ID: 00003683

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 28.Mar.2006
Run Time 12:20:34 PM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
28.Mar.2006	6015115(26)	10.Mar.2006	0000155333	DMJM+HARRIS, INC.	ONL	LONGHEKR P		28.Mar.2006	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$11,799.94	\$0.00	1178 PAYSHERE CIRCLE			CHICAGO	IL	60674		
Handling	Group ID	Sales Tax	Pckp Ord Nbr							
RE	000889	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
1	Central Corridor Project consu	\$11,799.94		\$11,799.94		Y	Y	Y	N	RRA	0000000384	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150180	00000			2003	G205005			\$11,799.94			N
Account Name: Consulting Services						Department Name: RCRRA-Proj/Grant								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
2	Amendment #1	\$0.00				Y	Y	Y	N	RRA	0000000384	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150180	00000			2003	G205005			\$0.00			N
Account Name: Consulting Services						Department Name: RCRRA-Proj/Grant								

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Business Unit: RRA
Voucher ID: 00003683

VOUCHER
Purchase Order Voucher

Page No. 2
Run Date 28.Mar.2006
Run Time 12:20:34 PM

Report ID: RMAP19

Payment Comments-Check Stub

Invoice No. 6015115(26), dated 3/10/06
Services on the Central Corridor Phase 2 study for January 28, 2006-February 24, 2006

Voucher 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 KD. Spiegelkreier Date 3/31/06

Ramsey County Purchase Order

CHANGE ORDER - REPRINT

Regional Rail Authority

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

Vendor: 0000155333
DMJM+HARRIS, INC.
1178 PAYSPHERE CIRCLE
CHICAGO IL 60674
United States

Purchase Order	Date	Revision	Page
RRA - 0000000384	04/06/2004	1-12/27/2005	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: 9999999999999999

Line-Schd Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Central Corridor Project consulting	1.00	EA	1,899,900.00	1,899,900.00	04/06/2004
Mfg ID				Schedule Total	1,899,900.00	
Item Total					1,899,900.00	
2 - 1	Amendment #1	1.00	EA	189,990.00	189,990.00	12/27/2005
Mfg ID				Schedule Total	189,990.00	
Item Total					189,990.00	
Total PO Amount					2,089,890.00	

5

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

Small Harris - Central Corridor Transit Study - Phase 2

	Invoice #1	Invoice #2	Invoice #3	Invoice #4	Invoice #5	Invoice #6	Invoice #7
Period of service	1/13/04-1/30/04	1/31/04-2/27/04	2/28/04-4/2/04	4/3/04-4/30/04	5/1/04-5/27/04	5/28/04-7/2/04	7/3/04-7/30/04
LABOR	\$420.80	\$6,673.27	\$19,486.91	\$8,966.87	\$9,755.91	\$15,770.50	\$11,746.37
OVERHEAD	\$568.08	\$9,008.91	\$26,307.33	\$12,105.27	\$13,170.48	\$21,290.18	\$15,857.60
TOTAL OVERHEAD	\$988.88	\$15,682.18	\$45,794.24	\$21,072.14	\$22,926.39	\$37,060.68	\$27,603.97
FEE	\$108.78	\$1,725.04	\$5,037.37	\$2,317.94	\$2,521.90	\$4,076.67	\$3,036.44
SUB TOTAL LABOR	\$1,097.66	\$17,407.22	\$50,831.60	\$23,390.08	\$25,448.29	\$41,137.35	\$30,640.41
DIRECT COSTS	\$0.00	\$490.12	\$16,835.87	\$35,596.72	\$55,300.20	\$60,678.70	\$37,824.24
ADJUSTMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INVOICE	\$1,097.66	\$17,897.34	\$67,667.47	\$58,986.80	\$80,748.49	\$101,816.05	\$68,464.65
RETAINAGE (5%)	\$54.88	\$894.87	\$3,383.37	\$2,949.34	\$4,037.42	\$5,090.80	\$3,423.23
NET PAY INVOICE	\$1,042.77	\$17,002.48	\$64,284.10	\$56,037.46	\$76,711.06	\$96,725.25	\$65,041.41
Subcontractors:							
Enviroscience	\$0.00	\$0.00	\$8,898.44	\$0.00	\$0.00	\$33,154.47	\$0.00
Parsons	\$0.00	\$0.00	\$1,834.10	\$13,020.16	\$14,205.60	\$0.00	\$0.00
Zimmer Gunsul Frasca	\$0.00	\$0.00	\$3,142.97	\$15,208.67	\$20,937.64	\$0.00	\$32,369.32
Manuel Padron & Assoc.	\$0.00	\$0.00	\$1,218.78	\$1,706.29	\$0.00	\$9,925.62	\$0.00
Anton Lubov & Assoc.	\$0.00	\$0.00	\$873.66	\$1,872.13	\$3,494.64	\$5,366.76	\$1,310.49
AECOM Consult.	\$0.00	\$0.00	\$0.00	\$0.00	\$12,988.36	\$7,644.46	\$0.00
PB Consult Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Connetics	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DBE's							
Manuel Padron & Assoc.	\$0.00	\$0.00	\$1,218.78	\$1,706.29	\$0.00	\$9,925.62	\$0.00
Enviroscience	\$0.00	\$0.00	\$8,898.44	\$0.00	\$0.00	\$33,154.47	\$0.00
Total DBE's	\$0.00	\$0.00	\$10,117.22	\$1,706.29	\$0.00	\$43,080.09	\$0.00
DBE% Total Contract	0.00%	0.00%	14.95%	2.89%	0.00%	42.31%	0.00%
Task 1	\$0.00	\$0.00	\$8,471.31	\$7,038.79	\$3,514.82	\$13,658.11	\$6,601.91
Task 2	\$0.00	\$2,307.19	\$17,240.69	\$12,688.26	\$4,784.50	\$28,786.63	\$14,574.73
Task 3	\$0.00	\$0.00	\$8,577.25	\$13,020.16	\$14,205.60	\$15,296.07	\$0.00
Task 4	\$0.00	\$0.00	\$3,142.97	\$15,208.67	\$20,937.64	\$0.00	\$32,369.32
Task 5	\$0.00	\$0.00	\$13,440.91	\$6,680.57	\$10,680.63	\$12,001.27	\$2,362.57
Task 6	\$0.00	\$0.00	\$873.66	\$1,872.13	\$16,482.99	\$13,011.23	\$1,310.49
Task 7	\$1,097.66	\$15,590.15	\$15,920.68	\$2,478.22	\$10,142.29	\$19,062.76	\$11,245.63
Task 8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 9	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Amount spent on contract	\$1,042.77	\$18,045.25	\$82,329.35	\$138,366.81	\$215,077.87	\$311,803.12	\$376,844.53
Balance of contract	\$1,898,857.23	\$1,881,854.75	\$1,817,570.65	\$1,761,533.19	\$1,684,822.13	\$1,588,096.88	\$1,523,055.47
80% FTA Share	\$834.22	\$14,436.20	\$65,863.48	\$110,693.45	\$172,062.30	\$249,442.50	\$174,475.63

Invoice #8	Invoice #9	Invoice #10	Invoice #11	Invoice #12	Invoice #13	Invoice #14	Invoice #15
7/31/04-8/27/04	8/28/04-10/1/04	10/1/04-10/29/04	10/30/04-11/26/04	11/27/04-12/31/04	1/1/05-1/28/05	1/29/05-2/25/05	2/26/05-4/1/05
\$15,661.90	\$20,115.49	\$17,357.11	\$15,803.20	\$18,910.86	\$17,040.96	\$19,860.15	\$21,669.96
\$21,143.57	\$27,155.91	\$23,432.10	\$21,334.32	\$25,529.66	\$23,005.30	\$26,811.20	\$29,254.45
\$36,805.47	\$47,271.40	\$40,789.21	\$37,137.52	\$44,440.52	\$40,046.26	\$46,671.35	\$50,924.41
\$4,048.60	\$5,199.85	\$4,486.81	\$4,085.13	\$4,888.46	\$4,405.09	\$5,133.85	\$5,601.68
\$40,854.07	\$52,471.26	\$45,276.02	\$41,222.65	\$49,328.98	\$44,451.34	\$51,805.20	\$56,526.09
\$68,885.17	\$38,001.36	\$51,419.72	\$163,398.67	\$67,488.74	\$86,464.54	\$56,541.95	\$7,999.61
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$109,739.24	\$90,472.62	\$96,695.74	\$204,621.32	\$116,817.72	\$130,915.88	\$108,347.15	\$64,525.70
\$5,486.96	\$4,523.63	\$4,834.79	\$10,231.07	\$5,840.89	\$6,545.79	\$5,417.36	\$3,226.29
\$104,252.27	\$85,948.98	\$91,860.95	\$194,390.25	\$110,976.83	\$124,370.09	\$102,929.79	\$61,299.42
\$20,169.59	\$19,276.07	\$5,892.58	\$13,814.19	\$21,996.18	\$0.00	\$0.00	\$0.00
\$3,162.67	\$12,767.88	\$12,022.35	\$12,354.96	\$26,340.27	\$9,446.48	\$2,119.66	\$0.00
\$14,797.51	\$0.00	\$11,300.54	\$18,573.53	\$8,379.54	\$32,080.40	\$1,854.74	\$0.00
\$5,980.15	\$0.00	\$0.00	\$58,950.21	\$8,551.77	\$9,465.86	\$12,698.33	\$0.00
\$2,308.96	\$0.00	\$3,182.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$11,848.26	\$0.00	\$15,637.38	\$58,705.79	\$0.00	\$28,332.35	\$35,499.09	\$7,113.25
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$5,980.15	\$0.00	\$0.00	\$58,950.21	\$8,551.77	\$9,465.86	\$12,698.33	\$0.00
\$20,169.59	\$19,276.07	\$5,892.58	\$13,814.19	\$21,996.18	\$0.00	\$0.00	\$0.00
\$26,149.74	\$19,276.07	\$5,892.58	\$72,764.40	\$30,547.95	\$9,465.86	\$12,698.33	\$0.00
23.85%	21.31%	6.09%	35.56%	26.15%	7.23%	11.72%	0.00%
\$6,172.30	\$20,130.28	\$22,591.82	\$7,169.78	\$7,569.17	\$23,105.78	\$14,466.63	\$31,508.64
\$30,958.24	\$37,762.92	\$18,306.25	\$30,606.62	\$38,738.91	\$28,259.01	\$24,116.31	\$21,318.19
\$7,592.70	\$12,767.88	\$6,580.03	\$12,354.96	\$34,452.05	\$9,446.48	\$2,119.66	\$0.00
\$20,736.80	-\$5,939.29	\$7,853.64	\$2,901.74	\$6,955.16	\$14,057.63	\$1,418.95	\$0.00
\$17,077.69	\$15,791.86	\$12,607.43	\$67,602.09	\$16,207.10	\$15,879.95	\$12,698.33	\$0.00
\$14,157.22	\$0.00	\$18,819.99	\$58,705.79	\$0.00	\$28,332.35	\$35,499.09	\$7,113.25
\$13,044.29	\$9,958.96	\$9,936.58	\$10,099.84	\$12,895.34	\$11,834.69	\$18,028.18	\$4,585.61
\$0.00	\$0.00	\$0.00	\$2,648.68	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$12,531.82	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$481,096.81	\$567,045.79	\$658,906.75	\$853,297.00	\$964,273.83	\$1,088,643.92	\$1,191,573.71	\$1,252,873.13
\$1,418,803.19	\$1,332,854.21	\$1,240,993.25	\$1,046,603.00	\$935,626.17	\$811,256.08	\$708,326.29	\$647,026.87
\$384,877.45	\$453,636.63	\$527,125.40	\$682,637.60	\$771,419.06	\$870,915.14	\$953,258.97	\$1,002,298.50

Invoice #16	Invoice #17	Invoice #18	Invoice #19	Invoice #20	Invoice #21	Invoice #22	Invoice #23
4/2/2005-4/29/05	4/30/2005-5/27/05	5/28/2005-7/1/05	7/2/05-7/29/05	7/30/05-8/26/05	8/27/05-9/30/05	10/1/05-10/28/05	10/29/05-11/25/05
\$11,100.99	\$5,778.22	\$6,544.86	\$1,556.42	\$1,092.60	\$2,465.16	\$240.40	\$901.50
\$14,986.34	\$7,800.60	\$8,835.56	\$2,101.17	\$1,475.01	\$3,327.97	\$324.54	\$1,217.03
\$26,087.33	\$13,578.82	\$15,380.42	\$3,657.59	\$2,567.61	\$5,793.13	\$564.94	\$2,118.53
\$2,869.61	\$1,493.67	\$1,691.85	\$402.33	\$282.44	\$637.24	\$62.14	\$233.04
\$28,956.93	\$15,072.49	\$17,072.27	\$4,059.92	\$2,850.05	\$6,430.37	\$627.08	\$2,351.56
\$44,429.89	\$18,271.59	\$2,841.43	\$25,542.61	\$22,033.65	\$12,135.28	\$27,796.57	\$16,051.67
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$73,386.82	\$33,344.08	\$19,913.70	\$29,602.53	\$24,883.70	\$18,565.65	\$28,423.65	\$18,403.23
\$3,669.34	\$1,667.20	\$995.68	\$1,480.13	\$1,244.18	\$928.28	\$1,421.18	\$920.16
\$69,717.48	\$31,676.87	\$18,918.02	\$28,122.40	\$23,639.52	\$17,637.37	\$27,002.47	\$17,483.07
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$4,017.66	\$0.00	\$0.00	\$8,934.28	\$12,574.79	\$0.00	\$506.30	\$1,923.24
\$560.64	\$0.00	\$0.00	\$0.00	\$1,519.41	\$1,096.90	\$0.00	\$914.09
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$36,901.26	\$13,294.49	\$0.00	\$16,428.46	\$7,927.87	\$0.00	\$27,262.78	\$13,214.34
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,890.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$1,519.41	\$1,096.90	\$0.00	\$914.09
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$1,519.41	\$1,096.90	\$0.00	\$914.09
0.00%	0.00%	0.00%	0.00%	6.11%	5.91%	0.00%	4.97%
\$14,794.86	\$15,592.42	\$18,654.59	\$4,223.69	\$1,254.17	\$0.00	\$627.08	\$2,351.56
\$14,842.45	\$3,240.99	\$1,244.17	\$0.00	\$1,595.88	\$7,563.33	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$3,767.59	\$0.00	\$0.00	\$8,934.28	\$3,112.28	\$0.00	\$506.30	\$1,923.24
\$560.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$36,901.26	\$13,294.49	\$0.00	\$16,428.46	\$7,927.87	\$8,890.00	\$27,262.78	\$13,214.34
\$2,520.02	\$1,216.18	\$14.94	\$16.10	\$11.58	\$1,015.42	\$27.49	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$1,519.41	\$1,096.90	\$0.00	\$914.09
\$0.00	\$0.00	\$0.00	\$0.00	\$9,462.51	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$1,322,590.61	\$1,354,267.48	\$1,373,185.50	\$1,401,307.91	\$1,424,947.43	\$1,442,584.80	\$1,469,587.27	\$1,487,070.34
\$577,309.39	\$545,632.52	\$526,714.50	\$498,592.09	\$474,952.57	\$457,315.20	\$430,312.73	\$602,819.66
\$1,058,072.49	\$1,083,413.99	\$1,098,548.40	\$1,121,166.33	\$1,139,957.94	\$1,154,067.84	\$1,175,669.81	\$1,189,656.27

Invoice #24	Invoice #25	Invoice #26
11/23/05-12/23/05	12/31/05-1/27/06	1/28/06-2/24/06
\$420.70	\$198.57	\$190.86
\$567.95	\$268.07	\$257.66
\$988.65	\$466.64	\$448.52
\$108.75	\$51.33	\$49.34
\$1,097.40	\$517.97	\$497.86
\$13,883.35	\$21,355.65	\$11,923.13
\$0.00	\$0.00	\$0.00
\$14,980.75	\$21,873.62	\$12,420.99
\$749.04	\$1,093.68	\$621.05
\$14,231.71	\$20,779.94	\$11,799.94
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$8,918.01	\$17,299.48	\$0.00
\$4,950.00	\$3,840.00	\$0.00
\$0.00	\$0.00	\$11,878.59
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
0.00%	0.00%	0.00%
\$1,097.40	\$207.31	\$506.92
\$0.00	\$517.97	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$13,868.01	\$20,139.48	\$0.00
\$15.34	\$8.86	\$35.48
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$11,878.59
\$0.00	\$0.00	\$0.00
\$1,501,302.05	\$1,522,081.99	\$1,533,881.93
\$588,587.95	\$567,808.01	\$556,008.07
\$1,201,041.64	\$1,217,665.59	\$1,227,105.54

DMJM HARRIS | AECOM

PLEASE REMIT TO:
DMJM Harris
1178 Paysphere Circle
Chicago, IL 60674

In Account With:

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

Invoice Date: March 10, 2006
Invoice No.: 6015115(26)
Job No.: 46106124
Customer No.: 3001

Attn: Steven Morris

Re: Central Corridor Project

PROJECT BILLING SUMMARY

FOR SERVICES PERFORMED FROM JANUARY 28 THROUGH FEBRUARY 24, 2006

BY TASK

Task #	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
1	\$ 312,800.98	\$ 262,801.00	\$506.92	\$230,809.44	\$231,316.35	88%				
2	\$ 418,617.74	\$ 358,618.00	\$0.00	\$339,497.61	\$339,497.61	95%				
3	\$ 165,797.16	\$ 165,797.00	\$0.00	\$159,556.16	\$159,556.16	96%				
4	\$ 157,112.30	\$ 157,112.00	\$0.00	\$137,927.87	\$137,927.87	88%				
5	\$ 139,652.59	\$ 199,652.00	\$0.00	\$203,599.03	\$203,599.03	102%				
6	\$ 339,707.59	\$ 398,635.00	\$0.00	\$355,110.50	\$355,110.50	89%				
7	\$ 176,108.74	\$ 176,109.00	\$35.48	\$170,790.79	\$170,826.27	97%				
8		\$ 10,000.00	\$0.00	\$6,179.08	\$6,179.08	62%				
9		\$ 22,000.00	\$0.00	\$21,994.33	\$21,994.33	100%				
10		\$ 70,000.00	\$11,878.59	\$0.00	\$11,878.59	17%				
11		\$ 269,166.00	\$0.00	\$0.00	\$0.00	0%				
Project Total	\$ 1,709,797.10	\$ 2,089,890.00	\$12,420.99	\$1,625,464.80	\$1,637,885.80	78.4%				\$0.00

BY FIRM

Firm	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
DMJM+HARRIS	\$ 830,360.62	\$ 959,527.00	\$542.40	\$717,492.21	\$718,034.61	74.8%				
Enviroscience	\$ 143,506.48	\$ 168,506.00	\$0.00	\$123,206.51	\$123,206.51	73.1%				
Parsons	\$ 130,697.00	\$ 130,697.00	\$0.00	\$130,417.45	\$130,417.45	99.8%				
PB Consult		\$ 25,000.00	\$0.00	\$17,685.60	\$17,685.60	70.7%				
Connetics		\$ 20,000.00	\$11,878.59	\$0.00	\$11,878.59	59.4%				
Zimmer Gunsul Frasca	\$ 157,112.00	\$ 244,112.00	\$0.00	\$186,642.08	\$186,642.08	76.5%				
Manuel Padron & Assoc.	\$ 108,413.00	\$ 115,413.00	\$0.00	\$112,596.05	\$112,596.05	97.6%				
Anton Lubov & Assoc.	\$ 35,320.00	\$ 35,320.00	\$0.00	\$18,409.26	\$18,409.26	52.1%				
AECOM Consult.	\$ 304,388.00	\$ 391,315.00	\$0.00	\$319,015.64	\$319,015.64	81.5%				
Project Total	\$ 1,709,797.10	\$ 2,089,890.00	\$12,420.99	\$1,625,464.80	\$1,637,885.80	95.8%				

PARTICIPATION BY DBE FIRMS

Firm	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
Manuel Padron	\$ 108,413.00	\$ 115,413.00	\$0.00	\$112,596.05	\$112,596.05	6.9%				
Enviroscience	\$ 143,506.48	\$ 168,506.00	\$0.00	\$123,206.51	\$123,206.51	7.5%				
Project Total	\$ 251,919.48	\$ 283,919.00	\$0.00	\$235,802.56	\$235,802.56	14.4%				

OK 

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

ORIGINAL

10

DBE Progress/Project Report

Project #:	46106124.0001	DBE Progress Report #:	23
Project Title:	Central Corridor Project	Type of Services:	Project Design Activities
Prime Contractor:	DMJM+HARRIS		
Contract #:		Contract Award Date:	January 13, 2004
Original Contract Amount:	\$ 1,709,797.10		
Contract Change Orders:	\$ 380,092.90	Amount Billed to Date:	\$ 1,637,885.80
Total Contract Amount:	\$ 2,089,890.00	Percent Billed to Date:	78%
Contract Dollars Expended:	\$ 1,637,885.80	Payment Claim #:	25
Contract Dollars Remaining:	\$ 452,004.20		

Utilization Goal: 15%
Reporting Period: From January 28, 2006 through February 24, 2006

DBE Subcontractor	Original Contract Amount	Current Contract Amount	Amount Billed This Claim	Amount Billed To Date
Manuel Padron	\$108,413.18	\$115,413.00	\$0.00	\$112,596.05
Enviroscience	\$143,506.48	\$168,506.00	\$0.00	\$123,206.52
DBE Totals:		\$283,919.00	\$0.00	\$235,802.57
Contract DBE % of Total Current Contracted Amount:				14%
Billed DBE % of Total Contract Amount Billed:				14%

Explanation if DBE Goal Not Being Met or Other Comments:

Affirmative Action Status/Labor Force Breakdown by Hours

SKILLED:

Male	Female	Blk Male	Blk Female	Hispanic Male	Hispanic Female	Asian Male	Asian Female	A/I Male	A/I Female

UNSKILLED:

Male	Female	Blk Male	Blk Female	Hispanic Male	Hispanic Female	Asian Male	Asian Female	A/I Male	A/I Female

Signature: *Curtis J. [unclear]*
 Title: Vice President/Unit Business Manager

Date: 3/8/06

INSTRUCTIONS:

1. Insert information in all blank spaces. A/E Services contracts **DO NOT** complete Affirmative Action Status/Labor Force Breakdown by Hours.
2. **Contract DBE %** = Current Contract Amounts DBE Totals / Total Contract Amount.
3. **Billed DBE %** = Amount Billed To Date DBE Totals / Amount Billed To Date.

Invoice Date: March 10, 2006
 Invoice No.: 6015115(26)

DMJM+HARRIS COSTS				
LABOR				
Task #	Person	Hours	Rate	Labor Cost
✓ 1	Boone, Alan	3.0	\$63.62	\$190.86
Subtotal Labor				\$190.86
OVERHEAD				
		Labor	Rate	Total OH
		\$190.86	135.00%	\$257.66
Subtotal Labor + Overhead				\$448.52
FEE				
		Labor&OH	Rate	Total fee
		\$448.52	11%	\$49.34
ODCs				
Task #	Type	Amount		Total ODCs
✓ 1	Postage	\$9.06		\$9.06
✓ 7	Postage	\$35.48		\$35.48
Total ODCs				\$44.54
DMJM+HARRIS INVOICE TOTAL				
	Total earned			\$542.40
	Retainage @ 5%			\$27.12
Total Invoiced Amount				\$515.28
SUBCONSULTANT COSTS				
Task #	Firm	Cost		Total Sub Costs
✓ 10	Connetics	\$11,878.59		\$11,878.59
SUBCONSULTANT TOTAL				
	Total earned			\$11,878.59
	Retainage @ 5%			\$593.93
Total Invoiced Amount				\$11,284.66
TOTAL NOW DUE				\$11,799.94

497.86

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Business Unit: RRA
Voucher ID: 00003724

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 24.Apr.2006
Run Time 1:02:07 PM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
24.Apr.2006	6016347(27)	14.Apr.2006	0000155333	DMJM+HARRIS, INC.	ONL	LONGHEKR P		24.Apr.2006	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$25,946.75	\$0.00	1178 PAYSHERE CIRCLE			CHICAGO	IL	60674		
Handling	Group ID	Sales Tax	Pckp Ord Nbr							
RE	000901	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
1	Central Corridor Project consu	\$25,946.75		\$25,946.75		Y	Y	Y	N	RRA	0000000384	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150180	00000			2003	G205005			\$25,946.75			N

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

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
2	Amendment #1	\$0.00				Y	Y	Y	N	RRA	0000000384	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150180	00000			2003	G205005			\$0.00			N

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

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Business Unit: RRA
Voucher ID: 00003724

VOUCHER
Purchase Order Voucher

Page No. 2
Run Date 24.Apr.2006
Run Time 1:02:07 PM

Report ID: RMAP19

Payment Comments-Check Stub

Invoice No. 6016347(27), dated 4/14/06
Services on the Central Corridor Phase 2 study for 2/25/06-3/31/06

Voucher 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. Desjardins

Date

4/28/06

14

DMJM Harris - Central Corridor Transit Study - Phase 2

	Invoice #1	Invoice #2	Invoice #3	Invoice #4	Invoice #5	Invoice #6	Invoice #7
Period of service	1/13/04-1/30/04	1/31/04-2/27/04	2/28/04-4/2/04	4/3/04-4/30/04	5/1/04-5/27/04	5/28/04-7/2/04	7/3/04-7/30/04
LABOR	\$420.80	\$6,673.27	\$19,486.91	\$8,966.87	\$9,755.91	\$15,770.50	\$11,746.37
OVERHEAD	\$568.08	\$9,008.91	\$26,307.33	\$12,105.27	\$13,170.48	\$21,290.18	\$15,857.60
TOTAL OVERHEAD	\$988.88	\$15,682.18	\$45,794.24	\$21,072.14	\$22,926.39	\$37,060.68	\$27,603.97
FEE	\$108.78	\$1,725.04	\$5,037.37	\$2,317.94	\$2,521.90	\$4,076.67	\$3,036.44
SUB TOTAL LABOR	\$1,097.66	\$17,407.22	\$50,831.60	\$23,390.08	\$25,448.29	\$41,137.35	\$30,640.41
DIRECT COSTS	\$0.00	\$490.12	\$16,835.87	\$35,596.72	\$55,300.20	\$60,678.70	\$37,824.24
ADJUSTMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INVOICE	\$1,097.66	\$17,897.34	\$67,667.47	\$58,986.80	\$80,748.49	\$101,816.05	\$68,464.65
RETAINAGE (5%)	\$54.88	\$894.87	\$3,383.37	\$2,949.34	\$4,037.42	\$5,090.80	\$3,423.23
NET PAY INVOICE	\$1,042.77	\$17,002.48	\$64,284.10	\$56,037.46	\$76,711.06	\$96,725.25	\$65,041.41
Subcontractors:							
Enviroscience	\$0.00	\$0.00	\$8,898.44	\$0.00	\$0.00	\$33,154.47	\$0.00
Parsons	\$0.00	\$0.00	\$1,834.10	\$13,020.16	\$14,205.60	\$0.00	\$0.00
Zimmer Gunsul Frasca	\$0.00	\$0.00	\$3,142.97	\$15,208.67	\$20,937.64	\$0.00	\$32,369.32
Manuel Padron & Assoc.	\$0.00	\$0.00	\$1,218.78	\$1,706.29	\$0.00	\$9,925.62	\$0.00
Anton Lubov & Assoc.	\$0.00	\$0.00	\$873.66	\$1,872.13	\$3,494.64	\$5,366.76	\$1,310.49
AECOM Consult.	\$0.00	\$0.00	\$0.00	\$0.00	\$12,988.36	\$7,644.46	\$0.00
PB Consult Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Connetics	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DBE's							
Manuel Padron & Assoc.	\$0.00	\$0.00	\$1,218.78	\$1,706.29	\$0.00	\$9,925.62	\$0.00
Enviroscience	\$0.00	\$0.00	\$8,898.44	\$0.00	\$0.00	\$33,154.47	\$0.00
Total DBE's	\$0.00	\$0.00	\$10,117.22	\$1,706.29	\$0.00	\$43,080.09	\$0.00
DBE% Total Contract	0.00%	0.00%	14.95%	2.89%	0.00%	42.31%	0.00%
Task 1	\$0.00	\$0.00	\$8,471.31	\$7,038.79	\$3,514.82	\$13,658.11	\$6,601.91
Task 2	\$0.00	\$2,307.19	\$17,240.69	\$12,688.26	\$4,784.50	\$28,786.63	\$14,574.73
Task 3	\$0.00	\$0.00	\$8,577.25	\$13,020.16	\$14,205.60	\$15,296.07	\$0.00
Task 4	\$0.00	\$0.00	\$3,142.97	\$15,208.67	\$20,937.64	\$0.00	\$32,369.32
Task 5	\$0.00	\$0.00	\$13,440.91	\$6,680.57	\$10,680.63	\$12,001.27	\$2,362.57
Task 6	\$0.00	\$0.00	\$873.66	\$1,872.13	\$16,482.99	\$13,011.23	\$1,310.49
Task 7	\$1,097.66	\$15,590.15	\$15,920.68	\$2,478.22	\$10,142.29	\$19,062.76	\$11,245.63
Task 8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 9	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Amount spent on contract	\$1,042.77	\$18,045.25	\$82,329.35	\$138,366.81	\$215,077.87	\$311,803.12	\$376,844.53
Balance of contract	\$1,898,857.23	\$1,881,854.75	\$1,817,570.65	\$1,761,533.19	\$1,684,822.13	\$1,588,096.88	\$1,523,055.47
80% FTA Share	\$834.22	\$14,436.20	\$65,863.48	\$110,693.45	\$172,062.30	\$249,442.50	\$301,475.63

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Invoice #8	Invoice #9	Invoice #10	Invoice #11	Invoice #12	Invoice #13	Invoice #14	Invoice #15
7/31/04-8/27/04	8/28/04-10/1/04	10/1/04-10/29/04	10/30/04-11/26/04	11/27/04-12/31/04	1/1/05-1/28/05	1/29/05-2/25/05	2/26/05-4/1/05
\$15,661.90	\$20,115.49	\$17,357.11	\$15,803.20	\$18,910.86	\$17,040.96	\$19,860.15	\$21,669.96
\$21,143.57	\$27,155.91	\$23,432.10	\$21,334.32	\$25,529.66	\$23,005.30	\$26,811.20	\$29,254.45
\$36,805.47	\$47,271.40	\$40,789.21	\$37,137.52	\$44,440.52	\$40,046.26	\$46,671.35	\$50,924.41
\$4,048.60	\$5,199.85	\$4,486.81	\$4,085.13	\$4,888.46	\$4,405.09	\$5,133.85	\$5,601.68
\$40,854.07	\$52,471.26	\$45,276.02	\$41,222.65	\$49,328.98	\$44,451.34	\$51,805.20	\$56,526.09
\$68,885.17	\$38,001.36	\$51,419.72	\$163,398.67	\$67,488.74	\$86,464.54	\$56,541.95	\$7,999.61
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$109,739.24	\$90,472.62	\$96,695.74	\$204,621.32	\$116,817.72	\$130,915.88	\$108,347.15	\$64,525.70
\$5,486.96	\$4,523.63	\$4,834.79	\$10,231.07	\$5,840.89	\$6,545.79	\$5,417.36	\$3,226.29
\$104,252.27	\$85,948.98	\$91,860.95	\$194,390.25	\$110,976.83	\$124,370.09	\$102,929.79	\$61,299.42
\$20,169.59	\$19,276.07	\$5,892.58	\$13,814.19	\$21,996.18	\$0.00	\$0.00	\$0.00
\$3,162.67	\$12,767.88	\$12,022.35	\$12,354.96	\$26,340.27	\$9,446.48	\$2,119.66	\$0.00
\$14,797.51	\$0.00	\$11,300.54	\$18,573.53	\$8,379.54	\$32,080.40	\$1,854.74	\$0.00
\$5,980.15	\$0.00	\$0.00	\$58,950.21	\$8,551.77	\$9,465.86	\$12,698.33	\$0.00
\$2,308.96	\$0.00	\$3,182.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$11,848.26	\$0.00	\$15,637.38	\$58,705.79	\$0.00	\$28,332.35	\$35,499.09	\$7,113.25
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$5,980.15	\$0.00	\$0.00	\$58,950.21	\$8,551.77	\$9,465.86	\$12,698.33	\$0.00
\$20,169.59	\$19,276.07	\$5,892.58	\$13,814.19	\$21,996.18	\$0.00	\$0.00	\$0.00
\$26,149.74	\$19,276.07	\$5,892.58	\$72,764.40	\$30,547.95	\$9,465.86	\$12,698.33	\$0.00
23.85%	21.31%	6.09%	35.56%	26.15%	7.23%	11.72%	0.00%
\$6,172.30	\$20,130.28	\$22,591.82	\$7,169.78	\$7,569.17	\$23,105.78	\$14,466.63	\$31,508.64
\$30,958.24	\$37,762.92	\$18,306.25	\$30,606.62	\$38,738.91	\$28,259.01	\$24,116.31	\$21,318.19
\$7,592.70	\$12,767.88	\$6,580.03	\$12,354.96	\$34,452.05	\$9,446.48	\$2,119.66	\$0.00
\$20,736.80	-\$5,939.29	\$7,853.64	\$2,901.74	\$6,955.16	\$14,057.63	\$1,418.95	\$0.00
\$17,077.69	\$15,791.86	\$12,607.43	\$67,602.09	\$16,207.10	\$15,879.95	\$12,698.33	\$0.00
\$14,157.22	\$0.00	\$18,819.99	\$58,705.79	\$0.00	\$28,332.35	\$35,499.09	\$7,113.25
\$13,044.29	\$9,958.96	\$9,936.58	\$10,099.84	\$12,895.34	\$11,834.69	\$18,028.18	\$4,585.61
\$0.00	\$0.00	\$0.00	\$2,648.68	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$12,531.82	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$481,096.81	\$567,045.79	\$658,906.75	\$853,297.00	\$964,273.83	\$1,088,643.92	\$1,191,573.71	\$1,252,873.13
\$1,418,803.19	\$1,332,854.21	\$1,240,993.25	\$1,046,603.00	\$935,626.17	\$811,256.08	\$708,326.29	\$647,026.87
\$384,877.45	\$453,636.63	\$527,125.40	\$682,627.60	\$771,419.06	\$870,915.14	\$953,258.97	\$1,002,298.50

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Invoice #16	Invoice #17	Invoice #18	Invoice #19	Invoice #20	Invoice #21	Invoice #22	Invoice #23
4/2/2005-4/29/05	4/30/2005-5/27/05	5/28/2005-7/1/05	7/2/05-7/29/05	7/30/05-8/26/05	8/27/05-9/30/05	10/1/05-10/28/05	10/29/05-11/25/05
\$11,100.99	\$5,778.22	\$6,544.86	\$1,556.42	\$1,092.60	\$2,465.16	\$240.40	\$901.50
\$14,986.34	\$7,800.60	\$8,835.56	\$2,101.17	\$1,475.01	\$3,327.97	\$324.54	\$1,217.03
\$26,087.33	\$13,578.82	\$15,380.42	\$3,657.59	\$2,567.61	\$5,793.13	\$564.94	\$2,118.53
\$2,869.61	\$1,493.67	\$1,691.85	\$402.33	\$282.44	\$637.24	\$62.14	\$233.04
\$28,956.93	\$15,072.49	\$17,072.27	\$4,059.92	\$2,850.05	\$6,430.37	\$627.08	\$2,351.56
\$44,429.89	\$18,271.59	\$2,841.43	\$25,542.61	\$22,033.65	\$12,135.28	\$27,796.57	\$16,051.67
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$73,386.82	\$33,344.08	\$19,913.70	\$29,602.53	\$24,883.70	\$18,565.65	\$28,423.65	\$18,403.23
\$3,669.34	\$1,667.20	\$995.68	\$1,480.13	\$1,244.18	\$928.28	\$1,421.18	\$920.16
\$69,717.48	\$31,676.87	\$18,918.02	\$28,122.40	\$23,639.52	\$17,637.37	\$27,002.47	\$17,483.07
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$4,017.66	\$0.00	\$0.00	\$8,934.28	\$12,574.79	\$0.00	\$506.30	\$1,923.24
\$560.64	\$0.00	\$0.00	\$0.00	\$1,519.41	\$1,096.90	\$0.00	\$914.09
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$36,901.26	\$13,294.49	\$0.00	\$16,428.46	\$7,927.87	\$0.00	\$27,262.78	\$13,214.34
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,890.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$1,519.41	\$1,096.90	\$0.00	\$914.09
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$1,519.41	\$1,096.90	\$0.00	\$914.09
0.00%	0.00%	0.00%	0.00%	6.11%	5.91%	0.00%	4.97%
\$14,794.86	\$15,592.42	\$18,654.59	\$4,223.69	\$1,254.17	\$0.00	\$627.08	\$2,351.56
\$14,842.45	\$3,240.99	\$1,244.17	\$0.00	\$1,595.88	\$7,563.33	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$3,767.59	\$0.00	\$0.00	\$8,934.28	\$3,112.28	\$0.00	\$506.30	\$1,923.24
\$560.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$36,901.26	\$13,294.49	\$0.00	\$16,428.46	\$7,927.87	\$8,890.00	\$27,262.78	\$13,214.34
\$2,520.02	\$1,216.18	\$14.94	\$16.10	\$11.58	\$1,015.42	\$27.49	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$1,519.41	\$1,096.90	\$0.00	\$914.09
\$0.00	\$0.00	\$0.00	\$0.00	\$9,462.51	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$1,322,590.61	\$1,354,267.48	\$1,373,185.50	\$1,401,307.91	\$1,424,947.43	\$1,442,584.80	\$1,469,587.27	\$1,487,070.34
\$577,309.39	\$545,632.52	\$526,714.50	\$498,592.09	\$474,952.57	\$457,315.20	\$430,312.73	\$602,819.66
\$1,058,072.49	\$1,083,413.99	\$1,098,548.40	\$1,121,046.33	\$1,139,957.94	\$1,154,067.84	\$1,175,669.81	\$1,189,656.27

Invoice #24	Invoice #25	Invoice #26	Invoice #27
11/26/05-12/23/05	12/31/05-1/27/06	1/28/06-2/24/06	2/25/06-3/31/06
\$420.70	\$198.57	\$190.86	\$1,843.54
\$567.95	\$268.07	\$257.66	\$2,488.78
\$988.65	\$466.64	\$448.52	\$4,332.32
\$108.75	\$51.33	\$49.34	\$476.56
\$1,097.40	\$517.97	\$497.86	\$4,808.87
\$13,883.35	\$21,355.65	\$11,923.13	\$22,503.49
\$0.00	\$0.00	\$0.00	\$0.00
\$14,980.75	\$21,873.62	\$12,420.99	\$27,312.36
\$749.04	\$1,093.68	\$621.05	\$1,365.62
\$14,231.71	\$20,779.94	\$11,799.94	\$25,946.75
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$8,918.01	\$17,299.48	\$0.00	\$15,815.56
\$4,950.00	\$3,840.00	\$0.00	\$1,725.00
\$0.00	\$0.00	\$11,878.59	\$4,928.35
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
0.00%	0.00%	0.00%	0.00%
\$1,097.40	\$207.31	\$506.92	\$3,884.89
\$0.00	\$517.97	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$13,868.01	\$20,139.48	\$0.00	\$1,725.00
\$15.34	\$8.86	\$35.48	\$18.98
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$11,878.59	\$20,743.91
\$0.00	\$0.00	\$0.00	\$939.58
\$1,501,302.05	\$1,522,081.99	\$1,533,881.93	\$1,559,828.67
\$588,587.95	\$567,808.01	\$556,008.07	\$530,061.33
\$1,201,041.64	\$1,217,665.59	\$1,227,105.54	\$1,247,862.94

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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: 0000155333
DMJM+HARRIS, INC.
1178 PAYSPHERE CIRCLE
CHICAGO IL 60674
United States

CHANGE ORDER - REPRINT

Purchase Order	Date	Revision	Page
RRA - 0000000384	04/06/2004	1-12/27/2005	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	Central Corridor Project consulting	1.00	EA	1,899,900.00	1,899,900.00	04/06/2004
				Schedule Total	1,899,900.00	

Mfg ID

Item Total 1,899,900.00

2 - 1	Amendment #1	1.00	EA	189,990.00	189,990.00	12/27/2005
				Schedule Total	189,990.00	

Mfg ID

Item Total 189,990.00

Total PO Amount 2,089,890.00

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

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DBE Progress/Project Report

Project #:	46106124.0001	DBE Progress Report #:	24
Project Title:	Central Corridor Project	Type of Services:	Project Design Activities
Prime Contractor:	DMJM+HARRIS		
Contract #:		Contract Award Date:	January 13, 2004
Original Contract Amount:	\$ 1,709,797.10		
Contract Change Orders:	\$ 380,092.90	Amount Billed to Date:	\$ 1,665,198.16
Total Contract Amount:	\$ 2,089,890.00	Percent Billed to Date:	80%
Contract Dollars Expended:	\$ 1,665,198.16	Payment Claim #:	27
Contract Dollars Remaining:	\$ 424,691.84		

Utilization Goal: 15%
Reporting Period: From February 24, 2006 through March 31, 2006

DBE Subcontractor	Original Contract Amount	Current Contract Amount	Amount Billed This Claim	Amount Billed To Date
Manuel Padron	\$108,413.18	\$115,413.00	\$0.00	\$112,596.05
Enviroscience	\$143,506.48	\$168,506.00	\$0.00	\$123,206.51
Connetics	\$0.00	\$20,000.00	\$4,928.35	\$4,928.35
DBE Totals:		\$303,919.00	\$4,928.35	\$240,730.91
Contract DBE % of Total Current Contracted Amount:				15%
Billed DBE % of Total Contract Amount Billed:				14%

Explanation if DBE Goal Not Being Met or Other Comments:

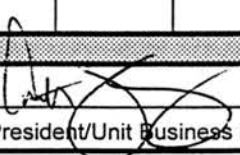
Affirmative Action Status/Labor Force Breakdown by Hours

SKILLED:

Male	Female	Blk Male	Blk Female	Hispanic Male	Hispanic Female	Asian Male	Asian Female	A/I Male	A/I Female

UNSKILLED:

Male	Female	Blk Male	Blk Female	Hispanic Male	Hispanic Female	Asian Male	Asian Female	A/I Male	A/I Female

Signature: 	Date: 4/14/06
Title: Vice President/Unit Business Manager	

INSTRUCTIONS:

1. Insert information in all blank spaces. A/E Services contract **DO NOT** complete Affirmative Action Status/Labor Force Breakdown by Hours.
2. **Contract DBE %** = Current Contract Amounts DBE Totals / Total Contract Amount.
3. **Billed DBE %** = Amount Billed To Date DBE Totals / Amount Billed To Date.

*Sent copy to
Pat Calder
4/24/06
ML*

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DMJM HARRIS | AECOM

PLEASE REMIT TO:
DMJM Harris
1178 Paysphere Circle
Chicago, IL 60674

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

Attn: Steven Morris

Re: Central Corridor Project

Invoice Date: April 14, 2006
Invoice No.: 6016347(27)
Job No.: 46106124
Customer No.: 3001

PROJECT BILLING SUMMARY

FOR SERVICES PERFORMED FROM FEBRUARY 25 THROUGH MARCH 31, 2006

BY TASK

Task #	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
1	\$ 312,800.98	\$ 262,801.00	\$3,884.89	\$231,316.35	\$235,201.25	89%				
2	\$ 418,617.74	\$ 358,618.00	\$0.00	\$339,497.61	\$339,497.61	95%				
3	\$ 165,797.16	\$ 165,797.00	\$0.00	\$159,556.16	\$159,556.16	96%				
4	\$ 157,112.30	\$ 157,112.00	\$0.00	\$137,927.87	\$137,927.87	88%				
5	\$ 139,652.59	\$ 199,652.00	\$0.00	\$203,599.03	\$203,599.03	102%				
6	\$ 339,707.59	\$ 398,635.00	\$1,725.00	\$355,110.50	\$356,835.50	90%				
7	\$ 176,108.74	\$ 176,109.00	\$18.98	\$170,826.27	\$170,845.25	97%				
8		\$ 10,000.00	\$0.00	\$6,179.08	\$6,179.08	62%				
9		\$ 22,000.00	\$0.00	\$21,994.33	\$21,994.33	100%				
10		\$ 70,000.00	\$20,743.91	\$11,878.59	\$32,622.50	47%				
11		\$ 269,166.00	\$939.58	\$0.00	\$939.58	0%				
Project Total	\$ 1,709,797.10	\$ 2,089,890.00	\$27,312.37	\$1,637,885.80	\$1,665,198.16	79.7%				\$0.00

BY FIRM

Firm	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
DMJM HARRIS	\$ 830,360.62	\$ 959,527.00	\$4,843.45	\$718,034.61	\$722,878.06	75.3%				
Enviroscience	\$ 143,506.48	\$ 168,506.00	\$0.00	\$123,206.51	\$123,206.51	73.1%				
Parsons	\$ 130,697.00	\$ 130,697.00	\$0.00	\$130,417.45	\$130,417.45	99.8%				
PB Consult		\$ 25,000.00	\$1,725.00	\$17,685.60	\$19,410.60	77.6%				
Connetics		\$ 20,000.00	\$4,928.35	\$11,878.59	\$16,806.94	84.0%				
Zimmer Gunsul Frasca	\$ 157,112.00	\$ 244,112.00	\$0.00	\$186,642.08	\$186,642.08	76.5%				
Manuel Padron & Assoc.	\$ 108,413.00	\$ 115,413.00	\$0.00	\$112,596.05	\$112,596.05	97.6%				
Anton Lubov & Assoc.	\$ 35,320.00	\$ 35,320.00	\$0.00	\$18,409.26	\$18,409.26	52.1%				
AECOM Consult.	\$ 304,388.00	\$ 391,315.00	\$15,815.56	\$319,015.64	\$334,831.20	85.6%				
Project Total	\$ 1,709,797.10	\$ 2,089,890.00	\$27,312.37	\$1,637,885.79	\$1,665,198.17	97.4%				

PARTICIPATION BY DBE FIRMS

Firm	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
Manuel Padron	\$ 108,413.00	\$ 115,413.00	\$0.00	\$112,596.05	\$112,596.05	6.8%				
Connetics		\$ 20,000.00	\$4,928.35	\$0.00	\$4,928.35	0.3%				
Enviroscience	\$ 143,506.48	\$ 168,506.00	\$0.00	\$123,206.51	\$123,206.51	7.4%				
Project Total	\$ 251,919.48	\$ 303,919.00	\$4,928.35	\$235,802.56	\$240,730.91	14.5%				

OK
[Signature]

Invoice Date:

April 14, 2006

Invoice No.:

6016347(27)

DMJM+HARRIS COSTS

LABOR

Task #	Person	Hours	Rate	Labor Cost
✓ 1	Boone, Alan	13.0	\$63.62	\$827.06
✓ 1	Culligan, Timothy	6.0	\$85.34	\$512.04
✓ 1	Lightbody, James	2.0	\$72.12	\$144.24
✓ 11	DelGuidice, Stephen	1.0	\$61.89	\$61.89
✓ 11	Gough, Patrick	11.5	\$25.94	\$298.31

Subtotal Labor

\$1,843.54

OVERHEAD

Labor	Rate	Total OH
\$1,843.54	135.00%	\$2,488.78

Subtotal Labor + Overhead

\$4,332.32

FEE

Labor&OH	Rate	Total fee
\$4,332.32	11%	\$476.56

ODCs

Task #	Type	Amount	Total ODCs
✓ 1	Postage	\$15.60	\$15.60
✓ 7	Postage	\$18.98	\$18.98
Total ODCs			\$34.58

DMJM+HARRIS INVOICE TOTAL

Total earned	\$4,843.45
Retainage @ 5%	\$242.17
Total Invoiced Amount	\$4,601.28

SUBCONSULTANT COSTS

Task #	Firm	Cost	Total Sub Costs
✓ 10	Connetics	\$4,928.35	\$4,928.35
✓ 6	PB Consult	\$1,725.00	\$1,725.00
✓ 10	AECOM Consult.	\$15,815.56	\$15,815.56

SUBCONSULTANT TOTAL

Total earned	\$22,468.91
Retainage @ 5%	\$1,123.45
Total Invoiced Amount	\$21,345.47

TOTAL NOW DUE

\$25,946.75

4908.88

22

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Oelze
Authorized Signature

5/16/06
Date

Board Action Requested

Ratify Partial Payment No. 6 in the amount of \$1,836.00 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Transit project through March 2006.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution ratifying payment
 - 2) Accounts Payable forms and Partial Payment No. 6
 - 3) Thompson Coburn Invoice Nos. 1043652, 1043653 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

May 23, 2006
Board Date

Angeline Taylor
Signature

5/17/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: May 23, 2006 No.: R06-30

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for professional services of Thompson Coburn for legal services on the Union Depot project and the Central Corridor transit project; and

WHEREAS, Thompson Coburn has satisfactorily completed portions of the work identified in the referenced agreement, and provided detailed invoice documentation for services and costs accrued through March 2006; 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, Thompson Coburn Invoice No. 1043652, Partial Payment No. 6 in the amount of \$1,836.00 attachments thereto, provide the correct documentation of payments due Thompson Coburn through March 2006; Now, Therefore Be It

RESOLVED, Payment to Thompson Coburn in the amount of \$1,836.00 for services rendered through March 2006 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

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Business Unit: RRA
Voucher ID: 00003715

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 18.Apr.2006
Run Time 9:34:24 AM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
18.Apr.2006	1043652/1043653	11.Apr.2006	0000154904	THOMPSON,COBURN	ONL	LONGHEKR P		18.Apr.2006	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$1,836.00	\$0.00	P.O. BOX 18379M			ST. LOUIS	MO	63195		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000900	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
1	Legal assistance - UD/Central	\$1,836.00	918070001	\$1,836.00		Y	Y	Y	Y	RRA	0000000484	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150101	00000				2005			\$1,836.00			N

Account Name: Consulting Services Department Name: Ramsey Co Reg Rail Auth-RCRRA

Payment Comments-Check Stub

Invoice No. 1043652, dated 4/11/06 - Union Depot - \$91.50
Invoice No. 1043653, dated 4/11/06 - Central Corridor Phase 2 - \$1,744.50
Services of Ed Gill Jr. for March 2006

Voucher 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

[Signature]

Date 4/24/06

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: 0000154904
THOMPSON, COBURN
P.O. BOX 18379M
ST. LOUIS MO 63195
United States

Purchase Order	Date	Revision	Page
RRR - 0000000484	10/10/2005		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRR	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? N Tax Exempt ID:

Line-Schd Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Legal assistance - UD/Central Corridor	1.00	EA	50,000.00	50,000.00	10/10/2005
Mfg ID				Schedule Total	50,000.00	
Item Total 918070001					50,000.00	

Legal assistance on the Union Depot and Central Corridor 9/20/05-12/31/06

Total PO Amount 50,000.00

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

Unauthorized

4

Thompson Coburn Invoices

Period of service	Invoice #1 October-05	Invoice #2 November-05	Invoice #3 December-05	Invoice #4 January-06	Invoice #5 February-06	Invoice #6 March-06
LABOR	\$1,041.26	\$2,414.90	\$213.50	\$884.50	\$403.50	\$1,830.00
DIRECT COSTS	\$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
TOTAL INVOICE	\$1,041.26	\$2,414.90	\$213.50	\$884.50	\$403.50	\$1,830.00
NET PAY INVOICE	\$1,041.26	\$2,414.90	\$213.50	\$884.50	\$403.50	\$1,836.00
Direct Costs:						
Copying Expenses						\$6.00
Total Direct Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.00
Amount spent on contract	\$1,041.26	\$3,456.16	\$3,669.66	\$4,554.16	\$4,957.66	\$6,793.66
Balance of contract	\$48,958.74	\$46,543.84	\$46,330.34	\$45,445.84	\$45,042.34	\$43,206.34

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THOMPSON COBURN

Thompson Coburn LLP
Attorneys at Law

Suite 600
1909 K Street, N.W.
Washington, D.C. 20006-1167
202-585-6900
FAX 202-585-6969
www.thompsoncoburn.com

April 11, 2006

Edward J. Gill, Jr.
202-585-6927
EMAIL egill@
thompsoncoburn.com

Ramsey County Regional Railroad Authority
Attn: Kathryn DeSpiegelaere
665 Ramsey County Government
Center West
50 W Kellogg Boulevard
St. Paul, MN 55102

Dear Kathy:

Enclosed please find statements for services rendered through March 31, 2006.

Should you have any questions, please do not hesitate to give me a call.

Very truly yours,

Thompson Coburn LLP



By

Edward J. Gill, Jr.

EJG/ps

Enclosure

6

THOMPSON COBURN

Thompson Coburn LLP
Attorneys at Law

April 11, 2006
Invoice #1043653

Ramsey County Regional Railroad Authority
Attn: Kathryn DeSpiegelaere
665 Ramsey County Government
Center West
50 W Kellogg Boulevard
St. Paul, Minnesota 55102

Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

Wire Transfer Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 081000210
Account Number: 1000606952
Reference invoice number(s) on wire.

Direct Correspondence To:
1909 K Street, N.W., Suite 600
Washington, D.C. 20006-1167
202-585-6900

EIN 43-0666662

For Legal Services Rendered in Connection With:

Central Corridor
TC File: 45173 / 57254

03/03/06	E. Gill Jr.	0.2	Attention to arranging meeting with FTA	
03/06/06	E. Gill Jr.	2.5	Review New Starts materials in preparation for meeting; meeting with Board members and staff	
03/07/06	E. Gill Jr.	2.8	Meeting with FTA; meet with K. DeSpiegelaere; prepare for meeting; telephone call with S. Morris	
03/30/06	E. Gill Jr.	0.2	Attention to e-mails	
TOTAL HOURS			5.70	
SUBTOTAL FOR SERVICES				\$1,738.50

For Cash Outlays:

For copy charges	6.00	
SUBTOTAL FOR CASH OUTLAYS		\$6.00

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
E. Gill Jr.	5.70	305.00	1,738.50
Total All Timekeepers	5.70	305.00	1,738.50

TOTAL DUE \$1,744.50

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THOMPSON COBURN

Thompson Coburn LLP
Attorneys at Law

April 11, 2006
Invoice #1043652

Ramsey County Regional Railroad Authority
Attn: Kathryn DeSpiegelaere
665 Ramsey County Government
Center West
50 W Kellogg Boulevard
St. Paul, Minnesota 55102

Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

Wire Transfer Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 081000210
Account Number: 1000606952
Reference invoice number(s) on wire.

Direct Correspondence To:
1909 K Street, N.W., Suite 600
Washington, D.C. 20006-1167
202-585-6900

EIN 43-0666662

Legal Services Rendered in Connection With:

Paul Union Depot Project
Case File: 45173 / 46347

4/20/06 E. Gill Jr. 0.3 Attention to e-mails re SAFETEA-LU provision 0.30
TOTAL HOURS

SUBTOTAL FOR SERVICES \$91.50

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
E. Gill Jr.	0.30	305.00	91.50
Total All Timekeepers	0.30	305.00	91.50

TOTAL DUE \$91.50

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

4

REGIONAL RAILROAD AUTHORITY

K. Despiegelaere
Authorized Signature

5/16/06
Date

Board Action Requested

Ratify Partial Payment No.20 in the amount of \$11,232.72 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for January 21, 2006 through March 3, 2006.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Accounts Payable forms and Partial Payment No. 20
3. Metropolitan Council Invoice No. NCV-4682 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

May 23, 2006
Board Date

Angelique Taylor
Signature

5/16/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: May 23, 2006 No.: R06-31

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 March 3, 2006; 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-4682, Partial Payment No. 20, in the amount of \$11,232.72 attachments thereto, provide the correct documentation of payments due Metropolitan Council through March 3, 2006; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$11,232.72 for services rendered through March 3, 2006, 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

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Business Unit: RRA
Voucher ID: 00003684

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 28.Mar.2006
Run Time 12:26:25 PM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
28.Mar.2006	NCV-4682	28.Feb.2006	0000002054	METROPOLITAN COUNCIL	ONL	LONGHEKR P		28.Mar.2006	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$11,232.72	\$0.00	MEARS PARK CENTRE	230 E FIFTH ST		ST PAUL	MN	55101		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000889	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
1	Professional Service	\$11,232.72	918070001	\$11,232.72		Y	Y	Y	N	RRA	0000000450	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150180	00000			2003	G205005			\$11,232.72			N

Account Name: Consulting Services

Department Name: RCRRA-Proj/Grant

Payment Comments-Check Stub

Invoice No. NCV-4682, dated 2/28/06
Services of Steve Morris on the Central Corridor Phase 2 study for 1/21/06-3/3/06

Voucher 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 W. Longhekr Date 3/3/06

W

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

4

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

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[illegible]

Invoice #16	Invoice #17	Invoice #18	Invoice #19	Invoice #20
10/1/05-10/28/05	10/29/05-11/25/05	11/26/05-12/23/05	12/24/06-1/20/06	1/21/06-3/3/06
\$11,099.52	\$11,099.52	\$12,124.71	\$13,201.95	\$11,232.72
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$11,099.52	\$11,099.52	\$12,124.71	\$13,201.95	\$11,232.72
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$11,099.52	\$11,099.52	\$12,124.71	\$13,201.95	\$11,232.72
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$282,165.65	\$293,265.17	\$305,389.88	\$318,591.83	\$329,824.55
\$85,834.35	\$171,309.83	\$159,185.12	\$145,983.17	\$134,750.45
\$225,732.52	\$234,612.14	\$244,311.90	\$254,873.46	\$263,859.64

✓

INVOICE

Please Remit To:

Metropolitan Council
Accounts Receivable
560-6th Avenue North
Minneapolis MN 55411-4398

Page: 1
Invoice No: NCV-4682
Invoice Date: 02/28/2006
Customer Number: RAMREG
Payment Terms: Due 30 dys
Due Date: 03/30/2006

Bill To:

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

AMOUNT DUE: \$ 11,232.72

\$ _____
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		LOCAL GOV'T A 1/21/06 -3/3/06	Salary Expen	1.00	EA	7,488.48	7,488.48
2		LOCAL GOV'T A 1/21/06-3/3/06	Fringe Benefi	7,488.48	EA	0.50	3,744.24
Metropolitan Council Contract #0P013 Amendment #2							
February, 2006							
Reimbursement due to Metro Transit for Stephen L. Morris salary and fringe							
benefits per attached detail							
NOTE: INVOICE MAILED MARCH 20, 2006							

SUBTOTAL:

11,232.72

TOTAL AMOUNT DUE :

\$ 11,232.72

STANDARD

Original

8

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Desjardins
Authorized Signature

5/16/06
Date

Board Action Requested

Authorize Chair to execute a contract in the amount for an amount no greater than \$1,128,240 with DMJM+Harris for Union Depot project coordination services.

ACTION REQUESTED

Request Justification

See attached:

1. Proposed resolution;
2. Proposed contract.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

May 23, 2006
Board Date

Angeline Taylor
Signature

5/17/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: May 23, 2006 No.: R06-32

WHEREAS, Ramsey County Regional Railroad Authority, by resolution R06-27, authorized staff to negotiate a contract with DMJM Harris/AECOM in an amount not to exceed \$1,244,208, for a two year term; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes its Chair to execute a contract with DMJM Harris/AECOM in an amount not to exceed \$1,128,240, for a two year term, for project coordination services for Union Depot multi-modal transit hub.

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

Agreement
Between Ramsey County Regional Railroad Authority and DMJM Harris
For Union Depot Project Coordination Services

This is an Agreement between the Ramsey County Regional Railroad Authority (RRA), 50 Kellogg Boulevard West, Suite 665, St. Paul, Minnesota 55102, a political subdivision of the State of Minnesota, and DMJM Harris, 303 East Wacker Drive, Suite 600, Chicago, Illinois 60601-5276, ("Contractor").

WHEREAS, RRA is constructing a multi-modal transit hub at Union Depot ("Project"); and

WHEREAS, RRA issued a Request for Proposals ("RFP") for project coordination services for the Project; and

WHEREAS, the proposal submitted by the Contractor complies with the requirements set forth in the RFP for project coordination services; Now, Therefore,

The RRA and the Contractor agree as follows:

1. Scope of Services -- Exhibit A

2. Time

- a. The period of this contact will be for two years, beginning May 16, 2006.

3. Cost/Payment

- a. The RRA will pay the Contractor up to a maximum not-to-exceed sum of \$1,128,240, inclusive of expenses. The contractor will provide invoices on a monthly or similar schedule based on time, overhead and expenses. The DMJM+Harris, Inc. overhead rate is fixed at 138.19 for the life of this contract. DMJM+Harris, Inc. is a wholly owned subsidiary of AECOM Technology Corporation (ATC). ATC owns a number of wholly owned subsidiaries. Any employees of any of the ATC companies may work on this contract under the terms and conditions outlined below, except the overhead rates for AECOM Consult, Inc. shall be 160.44%, DMJM Harris Planning shall be 163.43, CTE, Inc. shall be 146.24%, and the overhead for ENSR, Inc. shall be 162.1%. The fee shall be calculated on labor and overhead at 11%.
- b. The RRA will reimburse the Contractor for reasonable expenses incurred by the Contractor in the performance of services under this Agreement, at the Contractor's actual cost. If the Contractor will seek reimbursement for travel expenses, the following provisions apply: "All air travel shall first be authorized by the RRA, and shall be reimbursed at the cost of economy fare. Related food, ground transportation, and lodging expenses shall be

reimbursed at a rate consistent with the Runzheimer Index. Mileage shall be at the standard RRA rate for employees.

- c. The Contractor shall submit an invoice on a monthly or similar schedule to the RRA. Payment will be made within 35 days of receipt of a detailed invoice.
- d. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.
- e. There will be a 5% retainage to be released when all services are completed.

4. 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 the RRA 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 the RRA. 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.

5. Indemnification

The Contractor shall indemnify, hold harmless and defend the RRA, its officials, employees and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the RRA, 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.

6. Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
- b. The Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the RRA throughout the term of this Agreement.
 - b.1 Commercial General Liability Insurance

- b.1.1 \$ 1,000,000 per occurrence
\$ 2,000,000 general aggregate
\$ 2,000,000 products/completed operations total limit
\$ 1,000,000 personal injury and advertising liability
 - b.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 07 98 or its equivalent.
 - b.1.3 RRA, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Contractor, using ISO endorsement form CG 20 10 10 01 or its equivalent.
- b.2 Automobile Insurance
 - b.2.1 Coverage shall be provided for hired, non-owned and owned auto.
 - b.2.2 Minimum limits: \$1,000,000 combined single limit.
- b.3 Workers' Compensation and Employer's Liability
 - b.3.1 Workers' Compensation as required by Minnesota Statutes
 - b.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
- b.4 Professional Liability/Errors and Omissions Coverage (if applicable)
 - b.4.1 Per Claim Limit: \$1,000,000
Aggregate Limit: \$2,000,000
 - b.4.2 All policies shall be written as acceptable to RRA.
 - b.4.3 Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.
 - b.4.4 RRA, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the RRA.

- c. Crime and Fidelity Bond (*Applicable if the Contractor is handling money for RRA or has fiduciary responsibilities*): \$ _____
- d. All Certificates of Insurance shall provide that the insurance company gives the RRA thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
- e. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
- f. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the RRA. Copies of insurance policies shall be submitted to the RRA upon request.
- g. Nothing in this Agreement shall constitute a waiver by the RRA of any statutory or common law immunities, limits, or exceptions on liability.
- h. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

7. Non-Assignability

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

8. 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. The RRA 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 the RRA. Upon receipt of the RRA'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.

9. Non-Conforming Services

The acceptance by the RRA of any non-conforming services under the terms of this Agreement or the foregoing by the RRA of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the

RRA's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the RRA provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

10. Equal Employment Opportunity

The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or requested by the RRA, the Contractor shall furnish a written affirmative action plan.

11. Workforce Diversity

The Contractor shall make good faith efforts throughout the term of this Agreement, and any extensions thereof, to employ persons of color for all classifications of work under this Agreement, and shall, when requested by RRA, submit a written report to the RRA regarding the efforts and results of such efforts, including employment by job classification.

12. Prevailing Wage

All contractors and subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction.

13. Workplace Violence Prevention

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

14. Subcontractor Payment

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the RRA for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the

subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

15. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the RRA for damages sustained by the RRA by virtue of any breach of this Agreement by the Contractor. The RRA may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the RRA from the Contractor is determined.

16. Data Practices

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

17. Compliance With Applicable Law

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

18. Audit

Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the RRA, the State Auditor or the RRA's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Contractor relating to this Agreement.

19. Termination

a. With Cause

The RRA reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the RRA. In the event that the RRA exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

b. Without Cause

The RRA may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days' written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

20. Conflict of Interest

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

In addition, the Contractor will create a firewall between employees working on this project and those working on other transportation projects that interface with the Union Depot project.

21. Waste Reduction

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

22. HIPAA Compliance

The 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.

23. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

24. 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.

25. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

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

REGIONAL RAILROAD AUTHORITY

Rafael E. Ortega, Chair

CONTRACTOR NAME

By: Richard P. Wolsfeld
Print Name: RICHARD P. WOLSELD, JR.
Its: EX - VICE PRESIDENT

Date: _____

Approval recommended:

Employer Identification Number:

13-5511947

Kathryn DeSpiegelaere
Kathryn DeSpiegelaere, Director

Approved as to form and insurance:

William M. M...
Assistant County Attorney

Purchase Order or
Aspen Vendor Contract Number:

Funds are available
Account Number: \$500,000 2006 12501 150112 421522 00000
\$628,240 2007 12501 150112 421522 00000

Mark J. Jones
Budgeting and Accounting

Exhibit A
Scope of Services
St. Paul Union Depot Program Coordinator Services
April 27, 2006

II. Scope of Services

A. General

The program coordinator will be required to provide the following services on the multi modal transit terminal project:

1. Project and Governance Structure

- a. Develops project organization, roles, responsibilities, and job descriptions for RCRRA and Program Coordinator personnel.

Deliverables:

1.a.1. -- Functional organization chart for integrated project approach

1.a.2. -- Job Descriptions for each position on the functional organization chart

1.a.3. -- Recommendations and timing for RCRRA new hires and program coordinator personnel

1.a.4. -- "Critical Decision Matrix" and recommended committee structure to facilitate decision making

- b. Recommends a governance structure for the multi modal transit terminal once it is implemented.

Deliverable:

1.b.1. -- Organization chart and responsibility matrix for project governance

- c. Develops a list of critical actions to move the project forward.

Deliverable:

1.c.1. -- Critical action priority list, responsibility matrix, preliminary schedule, and phasing schedule

2. Project Management

- a. Develops project management/workplan, including a detailed work scope, schedule, and budget for the project.

Deliverable:

2.a.1. -- Project management/workplan -- preliminary and final

Exhibit A
Scope of Services
St. Paul Union Depot Program Coordinator Services
April 27, 2006

- b. Develops and implements web-based project management tools and systems appropriate for schedule and budget control and reporting for the project.

Deliverable:

2.b.1. – A functional web-based project management system.

- c. Develops and implements methodology for recruiting and training permanent RCRRA staff in areas of document control, project accounting, and project reporting for Federally funded projects.

Deliverable:

2.c.1. – Methodology and RFP for consultant

- d. Develops a schedule for appropriate meetings and briefings with LOCATE and FIND committees and other stakeholders.

Deliverable:

2.d.1. – Meeting and Briefing Schedule

- e. Manages and coordinates all aspects of the project under the direction of the Director of the Regional Railroad Authority.

3. Committee Coordination

- a. Prepares documentation for review and makes presentations about the project to the Regional Railroad Authority, LOCATE, FIND (LOCATE's subcommittee), committees, citizen groups and elected officials.

Deliverable:

3.a.1. – Documentation and presentations as appropriate

- b. Plans, conducts and attends meetings representing the Regional Railroad Authority with a variety of federal, state, and city agencies, elected officials, community groups, and interested citizens regarding the project development.

Deliverable:

3.b.1. – Agendas, minutes and documentation of meetings as appropriate

Exhibit A
Scope of Services
St. Paul Union Depot Program Coordinator Services
April 27, 2006

4. Consultant Administration

- a. Prepares requests for proposals (up to seven) for consultant services for the project implementation. Recommends a selection process and a selection committee to the Director. Prepares an evaluation matrix summarizing each proposing consultant against the evaluation criteria for the Director to use in the selection of consultants for assignments.

Deliverables:

- 4.a.1. – Draft and final RFPs and work scopes
- 4.a.2. – Draft and final selection process and committee
- 4.a.3 - Evaluation matrix
- 4.a.4. – Recommended consultant

- b. Arranges for development for Basis For Design documentation for use by consultants.

Deliverable:

- 4.b.1. – Draft and final RFP and work scope

- c. Provides oversight of consultant contracts.
- d. Reviews consultant submittals for conformance with Contract Deliverables and Requirements Lists and Basis For Design documentation.

Deliverable:

- 4.d.1. – Tabulations of review comments

- e. Evaluates bids for construction or remodeling and makes recommendations for contract awards to the Director.

Deliverable:

- 4.e.1. – Bid tabulation lists

- f. Manages consultant budgets, reviews consultant reports, DBE performance, and coordinates meetings to provide consultants with direction on their work.

Deliverable:

- 4.f.1. – Minutes and documentation of meetings as appropriate

Exhibit A
Scope of Services
St. Paul Union Depot Program Coordinator Services
April 27, 2006

5. Federal, State, and Local Regulations, Process, and Funding

- a. Analyzes and monitors state and federal transportation and environmental (including Section 106) legislation and regulations applicable to the project.

Deliverable:

5.a.1. – Technical memoranda on Federal legislation and regulations

- b. Strategizes on how to gain funding for the project and approvals for implementation.

Deliverable:

5.b.1. – Technical memoranda on project funding

- c. Reviews the preparation of state and federal procurement, contract and grant applications, and manages their compliance requirements.

Deliverable:

5.c.1. – Review memoranda as appropriate

- d. Determines appropriate and required review by public agencies.

Deliverable:

5.d.1. – Technical memoranda containing lists and requirements of Authorities Having Jurisdiction

6. User Negotiations

- a. Participates in negotiations with parties (up to six) which will use the multi modal terminal.

Deliverable:

6.a.1. – Minutes and documentation of negotiation meetings as appropriate

- b. Advises the Director concerning the development of easements, contracts, and joint powers agreements relating to the multi modal transit terminal.

Deliverable:

6.b.1. – Minutes and documentation of meetings as appropriate

- c. Advises the Director and assists in the negotiation and development of railroad agreements.

Deliverable:

Exhibit A
Scope of Services
St. Paul Union Depot Program Coordinator Services
April 27, 2006

6.c.1. – Minutes and documentation of railroad agreement meetings

7. Land Acquisition

a. Advises the Director on matters concerning land acquisition for the multi modal transit terminal.

Deliverable:

7.a.1. – Technical memoranda as appropriate

8. Other

a. Assists with other tasks assigned throughout the duration of the project.

☒

Total	\$981.078
-------	-----------

5.

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

5/5/2006

PRODUCER

DM

Aon Risk Services, Inc. of Southern California
707 Wilshire Boulevard, Suite 6000
Los Angeles, California 90017
(213) 630-3200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Insurance Company of the State of Pennsylvania
COMPANY LETTER	B	National Union Fire Insurance Company
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

CODE

SUB-CODE

INSURED

DMJM+HARRIS, Inc.
Attn: Denise Jenkins
605 Third Avenue
New York, NY 10158

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. THE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS		
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCURRENCE OWNERS & CONTRACTORS PROTECTIVE				GENERAL AGGREGATE	\$	
					PRODUCTS-COMP/OPS AGGREGATE	\$	
					PERSONAL & ADVERTISING INJURY	\$	
					EACH OCCURRENCE	\$	
					FIRE DAMAGE (ANY ONE FIRE)	\$	
					MEDICAL EXPENSE (ANY ONE PERSON)	\$	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				CSL		
					BODILY INJURY (PER PERSON)		
					BODILY INJURY (PER ACCIDENT)		
					PROPERTY DAMAGE		
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM					EACH OCCURRENCE \$	AGGREGATE \$
						\$	\$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	WC4786252 (AOS)	4/1/2006	4/1/2007	STATUTORY ☒		
A		WC4786253 (CA)	4/1/2006	4/1/2007			
B		WC4786577 (WI,OH,WA,WY)	4/1/2006	4/1/2007			
A		WC4786254 (FL)	4/1/2006	4/1/2007			
A		WC4786576 (OR)	4/1/2006	4/1/2007		\$ 1,000 (EACH ACCIDENT)	
						\$ 1,000 (DISEASE POLICY LIMIT)	
						\$ 1,000 (DISEASE EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:

FHINY111670

Re: Union Depot Multi-Modal Transit Hub

CERTIFICATE HOLDER

Ramsey County Regional Railroad Authority (RRA)-
Minnesota
50 Kellogg Boulevard West, Suite 665
St. Paul, MN 55102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc. of Southern California Insurance Services

ACORD 25-S (3/88)

©ACORD CORPORATION 1988

MARSH**CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER
LOS-000515398-01**PRODUCER**Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: Lori Bryson (213)-346-5464

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE**COMPANY****A** ACE American Insurance Company**COMPANY****B****COMPANY****C** Illinois Union Insurance Company**COMPANY****D** N/A

06510 -AECOM-CAS-2006 DMJM +HAR DJENKI NEW NY

INSUREDDMJM+HARRIS, INC.
605 THIRD AVENUE
NEW YORK, NY 10158**COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	"HDO G20590695"	04/01/06	04/01/07	GENERAL AGGREGATE	\$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/OP AGG	\$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 5,000
A	AUTOMOBILE LIABILITY	"ISA H08222186"	04/01/06	04/01/07	COMBINED SINGLE LIMIT	\$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	☐ UMBRELLA FORM				AGGREGATE	\$
	☐ OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EL EACH ACCIDENT	\$
					EL DISEASE-POLICY LIMIT	\$
					EL DISEASE-EACH EMPLOYEE	\$
C	OTHER ARCHITECTS & ENG. PROFESSIONAL LIAB.	EON G21654693 002 "CLAIMS MADE"	04/01/06	04/01/07	2,000,000 PER CLAIM/AGGREGATE DEFENSE INCLUDED	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Union Depot Multi-Modal Transit Hub. RRA, its officials and employees NAMED AS ADDITIONAL INSURED FOR GL & AL COVERAGES, BUT ONLY AS RESPECTS WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED.

CERTIFICATE HOLDERRAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY (RRA) - Minnesota
50 KELLOGG BOULEVARD W., Suite 665
SAINT PAUL, MN 55102**CANCELLATION**SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: David Denihan

MM1(3/02)

VALID AS OF: 05/08/06

David Denihan

17

POLICY NUMBER: HDO G20590695

COMMERCIAL GENERAL LIABILITY
CG 20 10 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY (RRA) - Minnesota
50 KELLOGG BOULEVARD W., Suite 665
SAINT PAUL, MN 55102

its officials and employees

Union Depot Multi-Modal Transit Hub

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

WHO IS AN INSURED (Section 11) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations for that insured.

CG 20 10 03 97

Copyright, Insurance Services Office, Inc., 1996

POLICY NUMBER ISA H08222186

COMMERCIAL BUSINESS AUTO LIAB.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL BUSINESS AUTO LIABILITY COVERAGE PART.

Name of Person or Organization:

Schedule

ANY AUTO

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY (RRA) - Minnesota
50 KELLOGG BOULEVARD W., Suite 665
SAINT PAUL, MN 55102

Union Depot Multi-Modal Transit Hub

its officials and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CG 20 26 11 85

19

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

6

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Delpegelesse
Authorized Signature

5/16/06
Date

Board Action Requested

Legislative Update.

DISCUSSION ONLY

Request Justification

Joe Bagnoli will attend the Rail Authority meeting to provide you with an update on the legislative session.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

May 23, 2006
Board Date

Angelique Taylor
Signature

5/17/06
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

7

REGIONAL RAILROAD AUTHORITY

K. Despiégelsere
Authorized Signature

5/16/06
Date

Board Action Requested

Central Corridor Update.

DISCUSSION ONLY

Request Justification

Staff will provide you with an update on Central Corridor meetings and issues.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

May 23, 2006
Board Date

Angeline Taylor
Signature

5/17/06
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

8

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Despiigelaere
Authorized Signature

5/16/06
Date

Board Action Requested

Central Corridor preliminary
engineering issues.

ACTION REQUESTED

Request Justification

See attached:

1. Proposed resolution;
2. List of issues recommended for consideration during preliminary engineering.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

May 23, 2006
Board Date

Angeline Taylor
Signature

5/17/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: May 23, 2006 No.: R06-33

WHEREAS, Ramsey County Regional Railroad Authority is a participant in the development of the Central Corridor transit improvement; and

WHEREAS, As Ramsey County Regional Railroad Authority wholeheartedly approves of the project implementation; and

WHEREAS, Ramsey County Regional Railroad Authority is aware that there remain many issues to be resolved relating to the Central Corridor project as it moves to the preliminary engineering phase of work; Now, Therefore, Be It

RESOLVED, That as the Central Corridor project design proceeds into preliminary engineering, the following (attached) are issues that Ramsey County Regional Railroad Authority requests the Metropolitan Council to examine during that process, along with other issues that come to our attention before and during the preliminary engineering process; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority offers to assist the Metropolitan Council in finding solutions to problems and exploring opportunities to make the Central Corridor transit project one that will be a showcase for the state, and will benefit regional and local businesses, employees and residents.

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

Central Corridor

Issues of importance to be examined in preliminary engineering

- Location of stations
- Design of stations
- Number of stations
- Terminus in St. Paul within Union Depot
- Frequency of bus service along University Avenue
- Frequency and location of bus service connecting to Central Corridor
- Traffic at intersections with University Avenue
- Development of park and ride, along University Avenue, in downtown St. Paul, and near bus routes connecting to the Central Corridor
- Parking in neighborhoods
- Parking locations along University Avenue
- Maintaining and growing existing businesses along the Central Corridor during construction
- Representation of funding partners in decision making throughout the project development
- Meaningful community engagement throughout the process of development and construction of the Central Corridor project
- Pedestrian safety when crossing University Avenue and when waiting for trains
- Bicycle accommodations along the Central Corridor and on the transit vehicles
- Streetscape along the length of the project
- Downtown St. Paul alignment
- Alignment in the Snelling/University area
- Jobs for minorities and women to assist in constructing the project
- Opportunities for disadvantaged business enterprises to assist in constructing the project
- Design of the project that incorporates community history and aspirations in its art and architecture
- Effects on business and residential property owners and renters of increasing property values near the project area and how to address the impacts
- Adhering to the project budget and meeting the cost effectiveness index established by the Federal Transit Administration
- Alignment/tunnel issues at the University of Minnesota
- Location of substations
- Staging of construction in specific areas

Topics for the Resolution

➤ Gentrification and/or Displacement and Mitigation Efforts regardless of mode

✓ Residential

- ❖ Describe the plan to minimize any displacement of existing residents (both homeowners and renters), many of whom are low income and/or minority residents, because of the DEIS Central Corridor Plans.
- ❖ Describe the plan to mitigate anyone's displacement because of the DEIS Central Corridor Plans.
- ❖ Describe the relocation benefits which will be available to anyone displaced because of the DEIS Central Corridor Plans.
- ❖ Describe the commitment to assure that there will be no displacement.
- ❖ Describe any plan for usage of eminent domain by any governmental entity connected with the Central Corridor Plans.
- ❖ Describe any residential improvement plans that will be made available to homeowners or renters to assist in property improvement.
- ❖ Describe any tax breaks that will be available during construction and for at least 2 years after completion of the Central Corridor Plans.
- ❖ Describe the ingress and egress plans for residential properties during construction.
- ❖ Describe the parking accommodations that will be made for residents and their families and friends during construction.
- ❖ Describe the parking accommodations that will be made for residents if there is any loss of their existing parking.
- ❖ If indeed there is curb-to-curb reconstruction of University Ave., describe the assurance that will be made that there will be no matching assessments (like under the city's rspp program) for curb and gutter, driveway curb cuts, and replacement sidewalks.
- ❖ If indeed there is curb-to-curb reconstruction of University Ave., describe the program that will mitigate any costs of the relocation of utilities that must be re-connected into the residential properties.
- ❖ Describe any program that will be used to assure that there will be no residential displacement and to assure current residents that there will be no real or perceived efforts to "upscale the neighborhood" and to get rid of current residents through encouraging private acquisition of existing residential property within 1/2 mile radius of the Central Corridor Plans especially in the Frogtown, Summit University and Rondo areas.

- ❖ Describe how escalating residential property values and taxes associated with the Central Corridor Plans for existing residents will be addressed and controlled.
- ❖ There is already the I-94 freeway which separates part of the Summit University, Frogtown, Aurora/Fuller, Aurora/St. Anthony and Rondo communities. Explain in detail what will be done as part of the Central Corridor Plans to assure there will not be an island community between Rice Street, I-94, University and Hamline, further separating it from the rest of their neighborhood. Also, what accommodations will there be to enhance community.

✓ Business

- ❖ Describe the plan to minimize any displacement of existing businesses (both owners and renters) many of which are small, low income and/or minority business owners or renters.
- ❖ Describe the plan to mitigate any business displaced because of the DEIS Central Corridor Plans.
- ❖ Describe the relocation benefits which will be available to any business owner or renter displaced because of the DEIS Central Corridor Plans.
- ❖ Describe any plan for usage of eminent domain by any governmental entity connected with the Central Corridor Plans.
- ❖ Describe any business improvement grant program plans that will be made available to business owners and business renters to assist in their property improvement.
- ❖ Describe any tax breaks that will be available during construction especially to small, low income and/or minority owned businesses.
- ❖ Describe the ingress and egress plans for business properties during construction.
- ❖ Describe the parking accommodations that will be made for businesses during construction for both employees and patrons.
- ❖ If indeed there is curb-to-curb reconstruction of University Ave., describe the assurance that will be made that there will be no matching assessment (like under the city's rspp program) for curb and gutter, driveway curb cuts, and sidewalk replacement.
- ❖ If indeed there is curb-to-curb reconstruction of University Ave., describe the business mitigation program that will pay relocation costs of utilities that must be relocated as part of the construction.
- ❖ Describe any program to minimize business displacement and to assure current businesses that there will not be any perceived or real efforts to "upscale the neighborhood" and get rid of current businesses (gentrify) especially in the Frogtown and Summit University areas.
- ❖ Describe any programs, which will bring patrons to businesses within the Corridor during and after construction.

- ❖ Describe how escalating property values and taxes will be addressed and controlled for existing businesses.

➤ Parking Issues

✓ Residential

- ❖ Describe location(s) of parking for existing and future residents and their family and friends during construction.
- ❖ Describe location(s) of parking for existing and future residents and their family and friends after construction.

✓ Business

- ❖ Describe location(s) of parking for existing and future businesses and their patrons during construction.
- ❖ Describe location(s) of parking for existing and future businesses and their patrons after construction.

✓ Construction Worker Parking

- ❖ Describe the plan to assure and accommodate the staging for construction worker parking to assist them and which will mitigate and minimize any loss of parking for residents, businesses, and patrons during construction.

✓ Park and Ride Accommodations

- ❖ Address the impacts of LRT/BRT riders parking on-street and in residential areas near stations.
- ❖ Describe the plans and financing for assuring the residential streets within a 1/2 mile radius of the proposed LRT/BRT will not become the park and ride areas/lots.
- ❖ Describe the financial commitment to provide and maintain suburban locations that will be created to accommodate riders taking feeder or shuttle buses to designated LRT/BRT stations.
- ❖ Describe the city of St. Paul locations that will be created and financed to accommodate riders taking feeder or shuttle buses to designated LRT/BRT stations.
- ❖ Describe what accommodations will be made with existing parking facilities to provide park and ride spaces free of charge to LRT/BRT riders.
- ❖ Describe the downtown plan for park and ride spaces and parking accommodations for LRT/BRT riders.

✓ Parking Permits/Parking Posting/Parking Enforcement

- ❖ Describe plans to accommodate either free residential permit parking and/or two to four hour parking signage requested by individual residential and business neighborhoods.
 - ❖ Describe the enforcement policies and the staffing to enforce the plans set out by each residential and business area, and who will pay for the cost of increased enforcement sufficient to effectively monitor and enforce those restrictions.
- ✓ Replacement of any lost on-street parking on University Avenue and downtown St. Paul.
- ❖ Describe the plan to accommodate any of lost on-street parking for businesses and residents within a one/two-block radius (not crossing University Ave.) that will be financially neutral for both residents and businesses.
 - ❖ Address the stated loss of 660 parking spaces along University Ave. versus the "actual loss of parking is minimal" statement.
 - ❖ Approximately 660 on-street parking spaces would be removed on University Avenue between Washington Ave. and Rice Street. **Plus**, approximately 28 on-street parking spaces would be removed at the State Capitol. **Additionally**, approximately 121 on-street parking spaces would be eliminated in Downtown St. Paul. Describe the total on-street parking lost in St. Paul proper and the replacement plan for each space.
- ✓ Parking Area Snow Removal Program and Enforcement
- ❖ Describe the snow removal program that will be used along University Avenue to insure parking availability for businesses, patrons and residents.
- ✓ Free Parking
- ❖ Describe if there are plans to replace on a 1-to-1 ratio, lost parking that is currently free.
- Jobs on the Central Corridor construction project
- ✓ Construction Jobs
- ❖ Describe the commitment of the Met Council and the FTA to abide by Ramsey County's policy of adhering to the Little Davis Bacon law and paying prevailing wage to all employees and how that will be implemented for those working on Central Corridor jobs.
 - ❖ Describe the commitment of the Met Council and the FTA to abide by Ramsey County's commitment to provide apprenticeship

opportunities and living wage jobs as part of the jobs which will be created by the Central Corridor construction opportunities.

- ❖ Describe the commitment of the Met Council and the FTA to provide project labor agreement bid(s).
- ❖ Describe the commitment of the Met Council and the FTA to provide opportunities for residents in the affected residential neighborhoods to either be a part of the bid process and/or subcontracting process and/or to be a part of the apprenticeship program.

✓ New Jobs Created after Construction

- ❖ Describe the job placement opportunities and career training programs which will be made available to residents (many of whom are low income and/or minority) within the affected residential neighborhoods for any new long-term jobs that will be created because of the Central Corridor development opportunities.

➤ Bus Service (Before, After, and During Construction)

✓ Existing

- ❖ Currently in 2006, there is a huge reliance on the #16 bus system for "inside the Corridor trips" that allow local transit dependent and transit reliant residents (many who are low income, disabled, minority, and/or without a vehicle) to stop frequently at their destinations, including grocery shopping, doctor appointments, etc. which requires and relies on door to door (curb-to-curb) service. Describe the financial and funding commitments by the State and the Met Council to retain and continue the current bus services and times for the routes #16 for sure and, the 50, 94 Express, the 53 and 21 circulator routes.

✓ North/South Feeder Systems

- ❖ Describe the additional bus feeder systems and locations that will be added, financed, and maintained by the Met Council to accommodate usage of the new line and the neighborhood notification process.
- ❖ Describe the commitment by the Met Council to put a shuttle bus on Lexington Parkway--not a full sized bus--to accommodate riders. (Otherwise there will be two miles between feeder bus systems.)
- ❖ The DEIS indicates that bus service is planned for Victoria Street. Identify how this new service will be incorporated into a LRT/BRT system with stations located at least 1/2-1 1/2 mile away. Describe the notification process to the neighborhood regarding this new route.

✓ Shuttles

- ❖ Describe the financial commitment to provide shuttles from park and ride lots to LRT/BRT stations
- ❖ Describe the financial commitments and plans to add shuttles when needed for special events.
- ❖ Describe shuttle service that will be available for the transit dependent to local neighborhood shopping and medical destinations.

✓ Park and Ride Lot riders

- ❖ Describe the bus loading and unloading accommodations both at park and ride lots and at the LRT/BRT stations and the staging required.
- ❖ Describe the loading and unloading accommodations for people dropping off and picking up people at the LRT/BRT stations.
- ❖ Describe the scheduling coordination.

➤ Environmental Impact

- ✓ During and after construction, describe in detail how noise and vibration issues will be addressed, mitigated, and managed.
- ✓ Provide an analysis of where traction power substations will be located. Describe if any existing buildings and/or land will be needed to accommodate these stations. Also will there be an increased loss of parking to accommodate these substations.
- ✓ Describe how dust and particulates will be contained during construction.
- ✓ Describe how water quality issues will be handled during construction.
- ✓ Describe in detail whether or not there will be fencing along University Avenue. Describe the type, style, quality, height and neighborhood input and selection process to be used. Describe the maintenance plan for the fencing and the financing for replacement and upkeep in the out years.
- ✓ Describe how it was determined that poles and overhead wires are more aesthetically pleasing than the current center median. Describe the alternatives available to overhead wires and poles and fiscal impact.
- ✓ According to St. Paul/Ramsey Public Health, asthma and breathing related problems and emergencies are higher in the St. Paul freeway corridors than in other parts of the city. How will LRT or BRT reduce the number of breathing-related medical problems?

➤ Operations and Maintenance

- ✓ LRT has the highest cost of operation and maintenance for the three modes being considered. Identify fixed funding sources that will assure continued operations of all three modes.

- ✓ Identify the Ramsey County taxpayer's share for the ongoing cost of operation and maintenance for the three modes being considered---in real dollars, percentages, and annual cost per person and/or household.
- ✓ Bus service (#16) would be maintained along University Avenue at 20-minute intervals for LRT and 15-minute intervals for BRT. Describe how does this increase in travel time and reduced service provide "better" or "faster" service for transit-dependent populations in the corridor many of whom are low-income, minority, disabled and/or disenfranchised.

➤ Public Involvement and Decision Making Criteria

- ✓ Describe the role each will play in the decision making process during preliminary engineering. Provide decision-making criteria for each and the involvement each will have, the process and notification processes to be used and a calendar of special deadlines and decisions.

- ❖ Individual Citizens
- ❖ Seniors
- ❖ Disabled Citizens
- ❖ Handicapped Citizens
- ❖ Special Needs Citizens
- ❖ Youth
- ❖ Citizens who may not speak English as their primary language
- ❖ Residents block by block
- ❖ Neighborhoods
- ❖ Citizen Groups
- ❖ District Councils
- ❖ Businesses block by block
- ❖ Business Associations
- ❖ Elected Officials
- ❖ Regional Railroad Authority
- ❖ Met Council
- ❖ FTA

➤ Economic Impact

- ✓ Describe the economic advantages or disadvantages there will be for businesses between stations.
- ✓ Describe what compensation there will be for businesses during construction.
- ✓ Describe how deliveries and access will be made to businesses with limited left turn options AFTER construction.
- ✓ Describe how deliveries and access will be made to businesses with limited left turn options DURING construction.
- ✓ Describe vehicular and pedestrian access during construction.

- ✓ Describe utilities that will be disrupted during construction and a detailed plan for both residential and business properties. These 2 plans should include how notification will be made prior to any disruption. (includes water, electric, gas, district energy, cable, phone, fiber optics, etc.)
- ✓ Describe if streets with brick pavers will continue to have brick pavers and the financing/fiscal impact.
- ✓ Any major construction project along an existing business corridor reduces business activity and sales due to lack of access and/or lost parking. Address the expected loss of sales tax revenue to the state and the cities due to construction of LRT/BRT and how those needed local revenues could be replaced during the construction period.
- ✓ Currently, RockTenn is pursuing the establishment of a new utility source for their business. Describe the impact of the Central Corridor plans.

➤ Social Impact

- ✓ Describe how current residents and small businesses will be able to afford to stay when the land values and subsequently the property taxes increase beyond affordability (both rental and ownership). Those most affected will be of low and modest incomes and/or minority.
- ✓ Explain how connections will be maintained between the neighborhoods south and north of University Ave.
- ✓ The distance between stations creates difficult access for seniors, handicapped, families with young children, shoppers, etc. Explain how they will be accommodated in light of the elimination/reductions of current bus services (curb to curb).
- ✓ Describe how the increased congestion resulting from the application of TOD principles in the Central Corridor will be handled.

➤ Utilities

- ✓ Identify who will pay for utilities in the street that must be moved, rebuilt or relocated because of Central Corridor Plans. Explain costs allocations.
- ✓ Describe how much is set aside for soil corrections, possible land surprises, etc.

➤ Transportation Impacts

- ✓ With no priority signalization, describe how the schedule will be maintained in the Corridor.
- ✓ Address in detail, the margin of error allowable in the schedule at the point where the Hiawatha LRT and the Central Corridor LRT merge and the impact to both lines should the schedule not coordinate.
- ✓ Describe in detail, the problems and concerns that the Metro Transit Rail Operations/Maintenance and Systems Department has experienced with the Hiawatha line and how these will be mitigated for the Central Corridor

line. (Reference: Central Corridor Technical Memorandum: Track Type Recommendations April 13, 2005 prepared by DMJM & Harris-- Appendix A--March 14, 2005 letter from Metro Transit)

- ✓ The DEIS suggests that LRT is most efficient, in part because additional vehicles can be added at peak hours or special events. To date, the Hiawatha Corridor's history shows that is not the practice even though need occurs such as MN Viking's football games at the Humphrey Metrodome.
 - ❖ Explain if and when additional vehicles are added along the Hiawatha route, what policies and procedures have been adopted as part of the business/service plan to add vehicles and who makes the decision to implement the policies and procedures.
 - ❖ Explain what policies and procedures will be adopted and implemented for the Central Corridor, when those policies and procedures will be implemented, the involvement of businesses and residents into the creation of the policies and procedures and what impact this will have on travel times and operating costs in the Central Corridor.

➤ Justification

- ✓ One of the justifications for LRT/BRT options is the "lack of available and affordable parking" in the corridor but also states that over 800 St. Paul on-street spaces will be lost due to LRT or BRT, many of which are near stations. Assuming that there are benefits for many businesses located near stations, address the impacts that the loss of these spaces will have on local businesses that are not located near stations.

➤ Mode and Alignment

- ✓ LRT: Describe in detail the financing, matching dollars, and requirements (or tails) of said financing (both Federal, State, and Local) available to LRT construction and/or ongoing operations and maintenance that **are not** available to other modes of BRT or buses.
- ✓ BRT: Describe what financing would be available for BRT and the costs of construction and ongoing operations and maintenance (Federal, State and Local).
- ✓ Considering that much of the traffic on Interstate 94 enters the system well before the central corridor and that drivers are not likely to change transportation modes, especially in inclement weather, explain how LRT will reduce freeway congestion in the Central Corridor.
- ✓ Describe and fully explain how people wishing to discuss other possible alignments with the Met Council can be accommodated as part of the DEIS for Central Corridor.

- ✓ Describe if there is a plan to divert truck traffic to Pierce Butler and connect it with MPLS and Phalen Blvd. as part of the LRT alignment and who will make the final decision.
- ✓ Much of the congestion is commuters on I-94. Describe how the alignment on University Ave. will reduce congestion more than if it ran on I-94 to the eastern suburbs and Wisconsin.
- ✓ Describe why the official public comment on the DEIS applies to mode selection but not alignment since this is the first advertised real public comment period prior to preliminary engineering.

➤ Evaluation of Alternatives

- ✓ According to the DEIS, "published Ramsey County data indicates approximately 450 acres of vacant land within one-half mile of proposed stations in the University Avenue LRT alternative." Indicate those acres, current uses, development under construction, development proposed by current owners and current zoning including parking requirements under current zoning code. Identify how many acres are currently single-family residential.
- ✓ TOD principals have been discussed as a piece of Central Corridor LRT redevelopment. Identify all zoning changes related to TOD in the Central Corridor, impacts of those changes and rules that will assure the existing uses will be allowed to continue (grandfathered) and how to handle non-conforming status restrictions.

➤ Access and Safety

- ✓ Provide detailed access and safety plans for each of the following constituency for every block of St. Paul's part of the Central Corridor plans:
 - ❖ Handicapped/Disabled
 - ❖ Special Needs Citizens
 - ❖ Youth and Children
 - ❖ Pedestrians with and without strollers and/or young children
 - ❖ Seniors and Slow walkers
 - ❖ Bikers and Roller Bladers
 - ❖ Automobile Drivers
- ✓ Currently, many pedestrians, especially seniors and those who are disabled and people with strollers and carriages, are unable to completely cross University Ave. in the allotted signal time and must use the median to wait. Describe how this will be accommodated with tracks or a busway in the middle of the avenue.

- ✓ Describe the plan to remove snow from all corners to assure wheelchair access to stations including who will be responsible, who will pay, and when it will be done.
- ✓ Crossing Gates: The Hiawatha Corridor uses crossing gates to pre-empt traffic and for auto and pedestrian safety. Identify any plans to integrate gates in the Central Corridor including under what conditions gates may be installed, who would make the decision and what process would be used for citizen input.
- ✓ Crosswalks
 - ❖ Describe where planned crosswalks will be located in the Central Corridor.
 - ❖ Describe what safety features will be incorporated to ensure that crosswalks are accessible, clearly visible, timed appropriately and safe for all.
- ✓ Identify the need and mitigation plans to assure access for public safety vehicles across LRT/BRT rights-of-way including between intersections and intersections where left turns will no longer be allowed.
- ✓ Identify the need and mitigation plans to protect the safety of passengers in stations, including who the responsible entity will be and the sources of funding to support needed efforts.
- ✓ Identify left turn lane plans as well as cross-over plans from side streets.
- ✓ Currently, U-turns happen frequently. Explain the allowance for this to continue.

➤ Financing

- ✓ Describe the financial contributions that will be made or generated by those "partners" advocating for the Central Corridor. (Not the governmental entities/agencies)
- ✓ Provide a Fiscal Impact Statement for each of the three modes being considered and give to the residents and businesses within Ramsey County prior to final decisions.
- ✓ Describe how the possible transit constitutional amendment will assist or harm dollars for Central Corridor Plans and if it will decrease Ramsey County property taxes now or in the future.
- ✓ Explain if there are any other dollars available on top of the proposed \$840,000,000 budget for just LRT. Be specific.
- ✓ Explain if the \$840,000,000 is an absolute maximum for all of the plans for all of the modes discussed in the DEIS.
- ✓ Explain the monies for Union Depot in concert with the Central Corridor Plans.
- ✓ Since the Federal government will not contribute toward project cost overruns, describe plans as to state/local accommodation for any additional costs. The costs must not be born only by Ramsey county residents.

- ✓ If the Brooks Act applies to this project, describe possible implications this could have on project delays and/or cost overruns.
- ✓ Describe what means will be used to cover the local share for the project costs for construction as well as the on-going costs of operations and maintenance.
- ✓ Describe the longevity of the LRT system, who is responsible for the replacement costs and what the projected costs are expected to be.
- ✓ The County has already implemented a property tax increase to pay part of the bonding needs for the Union Depot and Central Corridor. Address if the property tax increase will continue if either is not funded for construction.

➤ Amenities

- ✓ Describe plans to ensure an equitable distribution of dollars/opportunities for amenities throughout the Central Corridor.

➤ Station Locations

- ✓ Address the need for stations between Rice Street and Snelling to be 1/2 mile apart instead of one mile to address the demographic and census data highlighting a very high rate of transit dependent riders, low-income riders, minorities, transit choice riders, disabled riders, etc. who currently use transit for short rides. (Western, Victoria, Hamline)
- ✓ Address the fact that the LRT/BRT route in downtown St. Paul neither goes to the convention and sports center or the hospital locations.
- ✓ Describe if stations can be added after construction of the initial line even if it means that the line would no longer meet the Federal cost benefit analysis and threshold.
- ✓ Describe how any extension of the station areas (i.e. to accommodate amenities such as a secure bike station, wheelchairs) would impact traffic lanes/flow.

➤ Snelling and University

- ✓ Address the disparity in the DEIS which gives the U of M a tunnel but disallows a LRT tunnel or overhead LRT ramp for the Snelling and University Ave. area.
- ✓ Explain in detail how much financing is available for Snelling and University Ave. within the Central Corridor DEIS. If there is any assumption there are other monies available, provide details and financial numbers as well as options for altering the LRT alignment around Snelling and University Avenue.
- ✓ There is currently a study of Snelling and University congestion problems. Describe the commitment to not divert traffic (including trucks and buses) into the residential neighborhoods.

- ✓ Explain how the LRT will resolve or add to congestion at Snelling and University.
- ✓ With the current congestions at Snelling and University, detail why this alignment and mode did not more fully address this matter.

Central Corridor

Issues of importance to be examined in preliminary engineering

- Location of stations
- Design of stations
- Number of stations
- Terminus in St. Paul within Union Depot
- Frequency of bus service along University Avenue
- Frequency and location of bus service connecting to Central Corridor
- Traffic at intersections with University Avenue
- Development of park and ride, along University Avenue, in downtown St. Paul, and near bus routes connecting to the Central Corridor
- Parking in neighborhoods
- Parking locations along University Avenue
- Maintaining and growing existing businesses along the Central Corridor during construction
- Representation of funding partners in decision making throughout the project development
- Meaningful community engagement throughout the process of development and construction of the Central Corridor project
- Pedestrian safety when crossing University Avenue and when waiting for trains
- Bicycle accommodations along the Central Corridor and on the transit vehicles
- Streetscape along the length of the project
- Downtown St. Paul alignment
- Alignment in the Snelling/University area
- Jobs for minorities and women to assist in constructing the project
- Opportunities for disadvantaged business enterprises to assist in constructing the project
- Design of the project that incorporates community history and aspirations in its art and architecture
- Effects on business and residential property owners and renters of increasing property values near the project area and how to address the impacts
- Adhering to the project budget and meeting the cost effectiveness index established by the Federal Transit Administration
- Alignment/tunnel issues at the University of Minnesota
- Location of substations
- Staging of construction in specific areas

Impact on of the transit project on clusters of low income and transit dependent people within the Central Corridor

Attachment!

Butt Angie -

revise this page

Kathy

OK

Topics for the Resolution

➤ Gentrification and/or Displacement and Mitigation Efforts regardless of mode

✓ Residential

- ❖ Describe the plan to minimize any displacement of existing residents (both homeowners and renters), many of whom are low income and/or minority residents, because of the DEIS Central Corridor Plans.
- ❖ Describe the plan to mitigate anyone's displacement because of the DEIS Central Corridor Plans.
- ❖ Describe the relocation benefits which will be available to anyone displaced because of the DEIS Central Corridor Plans.
- ❖ Describe the commitment to assure that there will be no displacement.
- ❖ Describe any plan for usage of eminent domain by any governmental entity connected with the Central Corridor Plans.
- ❖ Describe any residential improvement plans that will be made available to homeowners or renters to assist in property improvement.
- ❖ Describe any tax breaks that will be available during construction and for at least 2 years after completion of the Central Corridor Plans.
- ❖ Describe the ingress and egress plans for residential properties during construction.
- ❖ Describe the parking accommodations that will be made for residents and their families and friends during construction.
- ❖ Describe the parking accommodations that will be made for residents if there is any loss of their existing parking.
- ❖ If indeed there is curb-to-curb reconstruction of University Ave., describe the assurance that will be made that there will be no matching assessments (like under the city's rspp program) for curb and gutter, driveway curb cuts, and replacement sidewalks.
- ❖ If indeed there is curb-to-curb reconstruction of University Ave., describe the program that will mitigate any costs of the relocation of utilities that must be re-connected into the residential properties.
- ❖ Describe any program that will be used to assure that there will be no residential displacement and to assure current residents that there will be no real or perceived efforts to "upscale the neighborhood" and to get rid of current residents through encouraging private acquisition of existing residential property within 1/2 mile radius of the Central Corridor Plans especially in the Frogtown, Summit University and Rondo areas.

- ❖ Describe how escalating residential property values and taxes associated with the Central Corridor Plans for existing residents will be addressed and controlled.
- ❖ There is already the I-94 freeway which separates part of the Summit University, Frogtown, Aurora/Fuller, Aurora/St. Anthony and Rondo communities. Explain in detail what will be done as part of the Central Corridor Plans to assure there will not be an island community between Rice Street, I-94, University and Hamline, further separating it from the rest of their neighborhood. Also, what accommodations will there be to enhance community.

✓ Business

- ❖ Describe the plan to minimize any displacement of existing businesses (both owners and renters) many of which are small, low income and/or minority business owners or renters.
- ❖ Describe the plan to mitigate any business displaced because of the DEIS Central Corridor Plans.
- ❖ Describe the relocation benefits which will be available to any business owner or renter displaced because of the DEIS Central Corridor Plans.
- ❖ Describe any plan for usage of eminent domain by any governmental entity connected with the Central Corridor Plans.
- ❖ Describe any business improvement grant program plans that will be made available to business owners and business renters to assist in their property improvement.
- ❖ Describe any tax breaks that will be available during construction especially to small, low income and/or minority owned businesses.
- ❖ Describe the ingress and egress plans for business properties during construction.
- ❖ Describe the parking accommodations that will be made for businesses during construction for both employees and patrons.
- ❖ If indeed there is curb-to-curb reconstruction of University Ave., describe the assurance that will be made that there will be no matching assessment (like under the city's rspp program) for curb and gutter, driveway curb cuts, and sidewalk replacement.
- ❖ If indeed there is curb-to-curb reconstruction of University Ave., describe the business mitigation program that will pay relocation costs of utilities that must be relocated as part of the construction.
- ❖ Describe any program to minimize business displacement and to assure current businesses that there will not be any perceived or real efforts to "upscale the neighborhood" and get rid of current businesses (gentrify) especially in the Frogtown and Summit University areas.
- ❖ Describe any programs, which will bring patrons to businesses within the Corridor during and after construction.

- ❖ Describe how escalating property values and taxes will be addressed and controlled for existing businesses.

➤ Parking Issues

✓ Residential

- ❖ Describe location(s) of parking for existing and future residents and their family and friends during construction.
- ❖ Describe location(s) of parking for existing and future residents and their family and friends after construction.

✓ Business

- ❖ Describe location(s) of parking for existing and future businesses and their patrons during construction.
- ❖ Describe location(s) of parking for existing and future businesses and their patrons after construction.

✓ Construction Worker Parking

- ❖ Describe the plan to assure and accommodate the staging for construction worker parking to assist them and which will mitigate and minimize any loss of parking for residents, businesses, and patrons during construction.

✓ Park and Ride Accommodations

- ❖ Address the impacts of LRT/BRT riders parking on-street and in residential areas near stations.
- ❖ Describe the plans and financing for assuring the residential streets within a 1/2 mile radius of the proposed LRT/BRT will not become the park and ride areas/lots.
- ❖ Describe the financial commitment to provide and maintain suburban locations that will be created to accommodate riders taking feeder or shuttle buses to designated LRT/BRT stations.
- ❖ Describe the city of St. Paul locations that will be created and financed to accommodate riders taking feeder or shuttle buses to designated LRT/BRT stations.
- ❖ Describe what accommodations will be made with existing parking facilities to provide park and ride spaces free of charge to LRT/BRT riders.
- ❖ Describe the downtown plan for park and ride spaces and parking accommodations for LRT/BRT riders.

✓ Parking Permits/Parking Posting/Parking Enforcement

- ❖ Describe plans to accommodate either free residential permit parking and/or two to four hour parking signage requested by individual residential and business neighborhoods.
 - ❖ Describe the enforcement policies and the staffing to enforce the plans set out by each residential and business area, and who will pay for the cost of increased enforcement sufficient to effectively monitor and enforce those restrictions.
- ✓ Replacement of any lost on-street parking on University Avenue and downtown St. Paul.
- ❖ Describe the plan to accommodate any of lost on-street parking for businesses and residents within a one/two-block radius (not crossing University Ave.) that will be financially neutral for both residents and businesses.
 - ❖ Address the stated loss of 660 parking spaces along University Ave. versus the "actual loss of parking is minimal" statement.
 - ❖ Approximately 660 on-street parking spaces would be removed on University Avenue between Washington Ave. and Rice Street. **Plus**, approximately 28 on-street parking spaces would be removed at the State Capitol. **Additionally**, approximately 121 on-street parking spaces would be eliminated in Downtown St. Paul. Describe the total on-street parking lost in St. Paul proper and the replacement plan for each space.
- ✓ Parking Area Snow Removal Program and Enforcement
- ❖ Describe the snow removal program that will be used along University Avenue to insure parking availability for businesses, patrons and residents.
- ✓ Free Parking
- ❖ Describe if there are plans to replace on a 1-to-1 ratio, lost parking that is currently free.
- Jobs on the Central Corridor construction project
- ✓ Construction Jobs
- ❖ Describe the commitment of the Met Council and the FTA to abide by Ramsey County's policy of adhering to the Little Davis Bacon law and paying prevailing wage to all employees and how that will be implemented for those working on Central Corridor jobs.
 - ❖ Describe the commitment of the Met Council and the FTA to abide by Ramsey County's commitment to provide apprenticeship

opportunities and living wage jobs as part of the jobs which will be created by the Central Corridor construction opportunities.

- ❖ Describe the commitment of the Met Council and the FTA to provide project labor agreement bid(s).
- ❖ Describe the commitment of the Met Council and the FTA to provide opportunities for residents in the affected residential neighborhoods to either be a part of the bid process and/or subcontracting process and/or to be a part of the apprenticeship program.

✓ New Jobs Created after Construction

- ❖ Describe the job placement opportunities and career training programs which will be made available to residents (many of whom are low income and/or minority) within the affected residential neighborhoods for any new long-term jobs that will be created because of the Central Corridor development opportunities.

➤ Bus Service (Before, After, and During Construction)

✓ Existing

- ❖ Currently in 2006, there is a huge reliance on the #16 bus system for "inside the Corridor trips" that allow local transit dependent and transit reliant residents (many who are low income, disabled, minority, and/or without a vehicle) to stop frequently at their destinations, including grocery shopping, doctor appointments, etc. which requires and relies on door to door (curb-to-curb) service. Describe the financial and funding commitments by the State and the Met Council to retain and continue the current bus services and times for the routes #16 for sure and, the 50, 94 Express, the 53 and 21 circulator routes.

✓ North/South Feeder Systems

- ❖ Describe the additional bus feeder systems and locations that will be added, financed, and maintained by the Met Council to accommodate usage of the new line and the neighborhood notification process.
- ❖ Describe the commitment by the Met Council to put a shuttle bus on Lexington Parkway--not a full sized bus--to accommodate riders. (Otherwise there will be two miles between feeder bus systems.)
- ❖ The DEIS indicates that bus service is planned for Victoria Street. Identify how this new service will be incorporated into a LRT/BRT system with stations located at least 1/2-1 1/2 mile away. Describe the notification process to the neighborhood regarding this new route.

✓ Shuttles

- ❖ Describe the financial commitment to provide shuttles from park and ride lots to LRT/BRT stations
 - ❖ Describe the financial commitments and plans to add shuttles when needed for special events.
 - ❖ Describe shuttle service that will be available for the transit dependent to local neighborhood shopping and medical destinations.
- ✓ Park and Ride Lot riders
- ❖ Describe the bus loading and unloading accommodations both at park and ride lots and at the LRT/BRT stations and the staging required.
 - ❖ Describe the loading and unloading accommodations for people dropping off and picking up people at the LRT/BRT stations.
 - ❖ Describe the scheduling coordination.

➤ Environmental Impact

- ✓ During and after construction, describe in detail how noise and vibration issues will be addressed, mitigated, and managed.
- ✓ Provide an analysis of where traction power substations will be located. Describe if any existing buildings and/or land will be needed to accommodate these stations. Also will there be an increased loss of parking to accommodate these substations.
- ✓ Describe how dust and particulates will be contained during construction.
- ✓ Describe how water quality issues will be handled during construction.
- ✓ Describe in detail whether or not there will be fencing along University Avenue. Describe the type, style, quality, height and neighborhood input and selection process to be used. Describe the maintenance plan for the fencing and the financing for replacement and upkeep in the out years.
- ✓ Describe how it was determined that poles and overhead wires are more aesthetically pleasing than the current center median. Describe the alternatives available to overhead wires and poles and fiscal impact.
- ✓ According to St. Paul/Ramsey Public Health, asthma and breathing related problems and emergencies are higher in the St. Paul freeway corridors than in other parts of the city. How will LRT or BRT reduce the number of breathing-related medical problems?

➤ Operations and Maintenance

- ✓ LRT has the highest cost of operation and maintenance for the three modes being considered. Identify fixed funding sources that will assure continued operations of all three modes.

- ✓ Identify the Ramsey County taxpayer's share for the ongoing cost of operation and maintenance for the three modes being considered---in real dollars, percentages, and annual cost per person and/or household.
- ✓ Bus service (#16) would be maintained along University Avenue at 20-minute intervals for LRT and 15-minute intervals for BRT. Describe how does this increase in travel time and reduced service provide "better" or "faster" service for transit-dependent populations in the corridor many of whom are low-income, minority, disabled and/or disenfranchised.

➤ Public Involvement and Decision Making Criteria

- ✓ Describe the role each will play in the decision making process during preliminary engineering. Provide decision-making criteria for each and the involvement each will have, the process and notification processes to be used and a calendar of special deadlines and decisions.

- ❖ Individual Citizens
- ❖ Seniors
- ❖ Disabled Citizens
- ❖ Handicapped Citizens
- ❖ Special Needs Citizens
- ❖ Youth
- ❖ Citizens who may not speak English as their primary language
- ❖ Residents block by block
- ❖ Neighborhoods
- ❖ Citizen Groups
- ❖ District Councils
- ❖ Businesses block by block
- ❖ Business Associations
- ❖ Elected Officials
- ❖ Regional Railroad Authority
- ❖ Met Council
- ❖ FTA

➤ Economic Impact

- ✓ Describe the economic advantages or disadvantages there will be for businesses between stations.
- ✓ Describe what compensation there will be for businesses during construction.
- ✓ Describe how deliveries and access will be made to businesses with limited left turn options AFTER construction.
- ✓ Describe how deliveries and access will be made to businesses with limited left turn options DURING construction.
- ✓ Describe vehicular and pedestrian access during construction.

- ✓ Describe utilities that will be disrupted during construction and a detailed plan for both residential and business properties. These 2 plans should include how notification will be made prior to any disruption. (includes water, electric, gas, district energy, cable, phone, fiber optics, etc.)
- ✓ Describe if streets with brick pavers will continue to have brick pavers and the financing/fiscal impact.
- ✓ Any major construction project along an existing business corridor reduces business activity and sales due to lack of access and/or lost parking. Address the expected loss of sales tax revenue to the state and the cities due to construction of LRT/BRT and how those needed local revenues could be replaced during the construction period.
- ✓ Currently, RockTenn is pursuing the establishment of a new utility source for their business. Describe the impact of the Central Corridor plans.

➤ Social Impact

- ✓ Describe how current residents and small businesses will be able to afford to stay when the land values and subsequently the property taxes increase beyond affordability (both rental and ownership). Those most affected will be of low and modest incomes and/or minority.
- ✓ Explain how connections will be maintained between the neighborhoods south and north of University Ave.
- ✓ The distance between stations creates difficult access for seniors, handicapped, families with young children, shoppers, etc. Explain how they will be accommodated in light of the elimination/reductions of current bus services (curb to curb).
- ✓ Describe how the increased congestion resulting from the application of TOD principles in the Central Corridor will be handled.

➤ Utilities

- ✓ Identify who will pay for utilities in the street that must be moved, rebuilt or relocated because of Central Corridor Plans. Explain costs allocations.
- ✓ Describe how much is set aside for soil corrections, possible land surprises, etc.

➤ Transportation Impacts

- ✓ With no priority signalization, describe how the schedule will be maintained in the Corridor.
- ✓ Address in detail, the margin of error allowable in the schedule at the point where the Hiawatha LRT and the Central Corridor LRT merge and the impact to both lines should the schedule not coordinate.
- ✓ Describe in detail, the problems and concerns that the Metro Transit Rail Operations/Maintenance and Systems Department has experienced with the Hiawatha line and how these will be mitigated for the Central Corridor

line. (Reference: Central Corridor Technical Memorandum: Track Type Recommendations April 13, 2005 prepared by DMJM & Harris-- Appendix A--March 14, 2005 letter from Metro Transit)

- ✓ The DEIS suggests that LRT is most efficient, in part because additional vehicles can be added at peak hours or special events. To date, the Hiawatha Corridor's history shows that is not the practice even though need occurs such as MN Viking's football games at the Humphrey Metrodome.
 - ❖ Explain if and when additional vehicles are added along the Hiawatha route, what policies and procedures have been adopted as part of the business/service plan to add vehicles and who makes the decision to implement the policies and procedures.
 - ❖ Explain what policies and procedures will be adopted and implemented for the Central Corridor, when those policies and procedures will be implemented, the involvement of businesses and residents into the creation of the policies and procedures and what impact this will have on travel times and operating costs in the Central Corridor.

➤ Justification

- ✓ One of the justifications for LRT/BRT options is the "lack of available and affordable parking" in the corridor but also states that over 800 St. Paul on-street spaces will be lost due to LRT or BRT, many of which are near stations. Assuming that there are benefits for many businesses located near stations, address the impacts that the loss of these spaces will have on local businesses that are not located near stations.

➤ Mode and Alignment

- ✓ LRT: Describe in detail the financing, matching dollars, and requirements (or tails) of said financing (both Federal, State, and Local) available to LRT construction and/or ongoing operations and maintenance that **are not** available to other modes of BRT or buses.
- ✓ BRT: Describe what financing would be available for BRT and the costs of construction and ongoing operations and maintenance (Federal, State and Local).
- ✓ Considering that much of the traffic on Interstate 94 enters the system well before the central corridor and that drivers are not likely to change transportation modes, especially in inclement weather, explain how LRT will reduce freeway congestion in the Central Corridor.
- ✓ Describe and fully explain how people wishing to discuss other possible alignments with the Met Council can be accommodated as part of the DEIS for Central Corridor.

- ✓ Describe if there is a plan to divert truck traffic to Pierce Butler and connect it with MPLS and Phalen Blvd. as part of the LRT alignment and who will make the final decision.
- ✓ Much of the congestion is commuters on I-94. Describe how the alignment on University Ave. will reduce congestion more than if it ran on I-94 to the eastern suburbs and Wisconsin.
- ✓ Describe why the official public comment on the DEIS applies to mode selection but not alignment since this is the first advertised real public comment period prior to preliminary engineering.

➤ Evaluation of Alternatives

- ✓ According to the DEIS, "published Ramsey County data indicates approximately 450 acres of vacant land within one-half mile of proposed stations in the University Avenue LRT alternative." Indicate those acres, current uses, development under construction, development proposed by current owners and current zoning including parking requirements under current zoning code. Identify how many acres are currently single-family residential.
- ✓ TOD principals have been discussed as a piece of Central Corridor LRT redevelopment. Identify all zoning changes related to TOD in the Central Corridor, impacts of those changes and rules that will assure the existing uses will be allowed to continue (grandfathered) and how to handle non-conforming status restrictions.

➤ Access and Safety

- ✓ Provide detailed access and safety plans for each of the following constituency for every block of St. Paul's part of the Central Corridor plans:
 - ❖ Handicapped/Disabled
 - ❖ Special Needs Citizens
 - ❖ Youth and Children
 - ❖ Pedestrians with and without strollers and/or young children
 - ❖ Seniors and Slow walkers
 - ❖ Bikers and Roller Bladers
 - ❖ Automobile Drivers
- ✓ Currently, many pedestrians, especially seniors and those who are disabled and people with strollers and carriages, are unable to completely cross University Ave. in the allotted signal time and must use the median to wait. Describe how this will be accommodated with tracks or a busway in the middle of the avenue.

- ✓ Describe the plan to remove snow from all corners to assure wheelchair access to stations including who will be responsible, who will pay, and when it will be done.
- ✓ Crossing Gates: The Hiawatha Corridor uses crossing gates to pre-empt traffic and for auto and pedestrian safety. Identify any plans to integrate gates in the Central Corridor including under what conditions gates may be installed, who would make the decision and what process would be used for citizen input.
- ✓ Crosswalks
 - ❖ Describe where planned crosswalks will be located in the Central Corridor.
 - ❖ Describe what safety features will be incorporated to ensure that crosswalks are accessible, clearly visible, timed appropriately and safe for all.
- ✓ Identify the need and mitigation plans to assure access for public safety vehicles across LRT/BRT rights-of-way including between intersections and intersections where left turns will no longer be allowed.
- ✓ Identify the need and mitigation plans to protect the safety of passengers in stations, including who the responsible entity will be and the sources of funding to support needed efforts.
- ✓ Identify left turn lane plans as well as cross-over plans from side streets.
- ✓ Currently, U-turns happen frequently. Explain the allowance for this to continue.

➤ Financing

- ✓ Describe the financial contributions that will be made or generated by those "partners" advocating for the Central Corridor. (Not the governmental entities/agencies)
- ✓ Provide a Fiscal Impact Statement for each of the three modes being considered and give to the residents and businesses within Ramsey County prior to final decisions.
- ✓ Describe how the possible transit constitutional amendment will assist or harm dollars for Central Corridor Plans and if it will decrease Ramsey County property taxes now or in the future.
- ✓ Explain if there are any other dollars available on top of the proposed \$840,000,000 budget for just LRT. Be specific.
- ✓ Explain if the \$840,000,000 is an absolute maximum for all of the plans for all of the modes discussed in the DEIS.
- ✓ Explain the monies for Union Depot in concert with the Central Corridor Plans.
- ✓ Since the Federal government will not contribute toward project cost overruns, describe plans as to state/local accommodation for any additional costs. The costs must not be born only by Ramsey county residents.

- ✓ If the Brooks Act applies to this project, describe possible implications this could have on project delays and/or cost overruns.
- ✓ Describe what means will be used to cover the local share for the project costs for construction as well as the on-going costs of operations and maintenance.
- ✓ Describe the longevity of the LRT system, who is responsible for the replacement costs and what the projected costs are expected to be.
- ✓ The County has already implemented a property tax increase to pay part of the bonding needs for the Union Depot and Central Corridor. Address if the property tax increase will continue if either is not funded for construction.

➤ Amenities

- ✓ Describe plans to ensure an equitable distribution of dollars/opportunities for amenities throughout the Central Corridor.

➤ Station Locations

- ✓ Address the need for stations between Rice Street and Snelling to be 1/2 mile apart instead of one mile to address the demographic and census data highlighting a very high rate of transit dependent riders, low-income riders, minorities, transit choice riders, disabled riders, etc. who currently use transit for short rides. (Western, Victoria, Hamline)
- ✓ Address the fact that the LRT/BRT route in downtown St. Paul neither goes to the convention and sports center or the hospital locations.
- ✓ Describe if stations can be added after construction of the initial line even if it means that the line would no longer meet the Federal cost benefit analysis and threshold.
- ✓ Describe how any extension of the station areas (i.e. to accommodate amenities such as a secure bike station, wheelchairs) would impact traffic lanes/flow.

➤ Snelling and University

- ✓ Address the disparity in the DEIS which gives the U of M a tunnel but disallows a LRT tunnel or overhead LRT ramp for the Snelling and University Ave. area.
- ✓ Explain in detail how much financing is available for Snelling and University Ave. within the Central Corridor DEIS. If there is any assumption there are other monies available, provide details and financial numbers as well as options for altering the LRT alignment around Snelling and University Avenue.
- ✓ There is currently a study of Snelling and University congestion problems. Describe the commitment to not divert traffic (including trucks and buses) into the residential neighborhoods.

- ✓ Explain how the LRT will resolve or add to congestion at Snelling and University.
- ✓ With the current congestions at Snelling and University, detail why this alignment and mode did not more fully address this matter.



Alliance Legislative Update May 22, 2006

Session's Over – Good News on Bonding, Bad News on Transportation Funding Bills

Capital Bonding Bill has significant funds for transportation

The Legislature put in long hours in an effort to get its work done on time this year. In an unusual move, the legislature met in session Sunday afternoon to pass the supplemental budget bill. Other bills, including the bonding bill were passed in the wee hours Sunday morning as the legislature pulled an all-nighter Saturday. Funding for Local Bridges and Local Roads increased significantly from last year. **Thanks to everyone who contacted legislators and supported funding for local roads and bridges.** Here's how the funding ended up in the bonding bill:

Project	2005 Bonding bill	Alliance Rec. 2006	Agency Rec. 2006	Gov. Rec. 2006	Senate	House	Conference
Local bridges	\$40M	\$100M	\$70M	\$30M	\$50M	\$60M	\$52.5M
Lowry Ave. Bridge	0	\$24.3	0	0	\$2.5M	0	\$2.5M
Local Road Improvement Grants	\$10M	\$179.5M	\$20M	\$10M	\$12M	\$22.5M	\$16M
Mankato Headquarters**	0	\$18,228M	\$18,228	\$18,228	0	0	0
Northstar Commuter Rail	\$37.5M	\$60M	\$60M	\$60M	\$60M	\$50M	\$60M
Cedar Avenue Busway	\$10M	\$5M	\$5M	\$5M	\$5M	\$5M	\$5M
Central Corridor	\$5.25M	\$50M	\$10M	\$2.5M	\$5M	\$2.5M	\$7.8M
I-35W BRT	0	\$8.3M	\$8.3M	\$8.3M	0	\$8.3M	\$3.3M
Red Rock Corridor	\$500,000	\$1M	0	0	0	0	\$5M
St. Paul Union Depot	0	\$12.5M	0	0	\$6.25M	\$1M	\$3.5M
River St. Transit Corridor	0	0	0	0	\$1M	0	\$5M
Greater Minnesota Transit	0	\$7.1M	0	0	\$2M	\$2M	\$2M
Port Development	\$2M	\$6M	\$6M	0	\$3M	\$5M	\$3M
Rail Service Improvement	\$2.5M	\$6M	\$6M	0	\$3M	\$5M	\$2M
St. Cloud Airport	0	\$2M	0	\$2M	\$2M	0	\$2M
Local Road wetland replacement	\$4.362M	\$4.362M	\$4.2M	\$4.2M	\$4.2M	\$3.5M	\$4.2M
Forest Roads and Bridges	\$300,000		\$2M	\$2M		0	\$1M
Ely Joint Public Works Facility	0	0	0	0	\$7000,000	0	
MnDOT bldg. Repair**	0	0	\$10.1	\$10.1	0	0	0
McLeod Co. Glencoe RR Congestion Mitigation	0	0	0	0	\$700,000	0	\$7M
MN Valley Reg. Rail Authority Rehab Rail Line	0	0	0	0	\$1M	0	\$1M
St. Louis Co. NE MN Commuter Rail Initiative	0	0	0	0	\$2.575M	0	\$1.3M

The Local Road Improvement Program, pushed several years ago by the Alliance as an alternative way to access funds for local roads, is up to \$16 million from the \$10 million provided last year. Of the \$16 million, \$700,000 has been earmarked for the City of Staples to predesign, design and construct a highway overpass over US Highway 10. The remaining \$15.3 million is divided between the Routes of Regional Significance Account and the Rural Road Safety Account. Of the \$7.65million in the Routes of Regional Significant Account, \$500,000 is for county state-aid highway 46 between I-35 and I-90 in Freeborn County. The remaining \$7.65 million goes to the Rural Road Safety Account; however, none of that funding is available to

the 7 counties in the Twin Cities Metropolitan Area. Conferees had discussed the metro/rural split of the transportation funding and the fact that the majority of the transit funding is for the Metropolitan Area. To provide more geographic balance, the Rural Road Safety Account was reserved for Greater Minnesota. The total of all funds provided in the 2006 bonding bill was \$999,980,000. The total for projects we were tracking is \$168.8 million.

"There's Always Next Year" Transportation Bill Goes Down

Although this was not the budget year of the biennium, both the House and Senate had put together an Omnibus Transportation Funding bill. The bill in the House contained the Governor's plan to issue trunk highway bonds of \$2.5 billion over 10 years, the supplemental budget request of \$88 million from the trunk highway fund, changes to the motor vehicle sales tax constitutional amendment, and the dedication of motor vehicle sales tax on leased vehicles. The bill also contained a number of policy provisions. The Senate bill contained some trunk highway bonding for Highway 610, TH61, the French Rapids Bridge and I35 Corridor study. Both bills had trunk highway bonding for the Mankato Headquarters and the MnDOT building exterior repair. The Senate bill also contained changes to the MVST amendment. Both bills would change the constitutional amendment so that the 60/40 highway/transit split would be written into the constitution and a simpler ballot question would be placed before the voters in November. The Senate bill included implementing a primary seat belt law (Minnesota currently has secondary enforcement so policy can't pull you over simply for not wearing a seat belt) and a requirement for booster seats for children under 9 years of age and changes to the graduated driver license law.

As the conferees traded proposals, they also contained \$100 million in trunk highway bonds that would be dedicated to the I35W/Highway 62 Crosstown project. It became clear that the Senate side was adamant about implementing the primary seat belt law. If Minnesota were to implement the law or reach 85% compliance, the state would be eligible for another \$16 million in federal funds through SAFETEA-LU. The Senate's last offer included \$1.7 billion in trunk highway bonds over 10 years, \$88 million in trunk highway funds, \$100 million in trunk highway bonds for the Crosstown, the Mankato Headquarters, the MnDOT building, dedication of the MVST revenue from leased vehicles dedicated to transit (about \$20-\$30 million per year), the 60/40 split of MVST in the constitution, a simpler ballot question and other policy provisions. While the conferees were supportive of the plan, the House majority caucus could not generate enough support for the primary seat belt provision while many minority members raised concerns about the trunk highway bonding and changing the constitutional amendment passed last session after the Attorney General issued an opinion stating that the Legislature does not have legal authority to make any changes. No conference committee report was signed or passed.

We do still have the constitutional amendment that passed in 2005 dedicating all of the motor vehicle sales tax revenue to highways and transit. **Without any other options, the funding from passage of this amendment is critical as we see revenue from the gas tax is flat, revenue from license tab fees is down and current levels of MVST funding are also down.** Passage of the amendment would provide not only an increase in funding, but a guarantee that future legislatures will not be able to take this money away from transportation.

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Transportation Appropriations Bill!***

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29 Statutes, section 174.52, subdivision 4. Of
 31.30 this amount, \$500,000 is for county state-aid
 31.31 highway 46 between Interstate 35 and
 31.32 Interstate 90 in Freeborn County.
 31.33 \$7,650,000 is for grants to counties to assist
 31.34 in paying the costs of capital improvement
 31.35 projects on county state-aid highways
 31.36 under Minnesota Statutes, section 174.52,
 32.1 subdivision 4a, but not to the county of
 32.2 Anoka, Carver, Chisago, Dakota, Hennepin,
 32.3 Ramsey, Scott, or Washington.
 32.4 \$700,000 is for a grant to the city of Staples
 32.5 in Todd County to predesign, design, and
 32.6 construct a highway overpass over U.S.
 32.7 Highway 10 and the Burlington Northern
 32.8 Santa Fe Railroad tracks in Staples.
 32.9 Subd. 4. Northstar Commuter Rail
 32.10 (a) To acquire land, or an interest in land,
 32.11 and to design, construct, furnish, and equip
 32.12 the Northstar commuter rail line serving
 32.13 Big Lake to downtown Minneapolis and
 32.14 to acquire land, or an interest in land, and
 32.15 to design, construct, furnish, and equip
 32.16 the extension of the Hiawatha light rail
 32.17 transit line from its terminus in downtown
 32.18 Minneapolis to a new terminus near Fifth
 32.19 Avenue North adjacent to the proposed
 32.20 downtown Minneapolis commuter rail
 32.21 station.
 32.22 (b) This appropriation is added to the
 32.23 appropriation in Laws 2005, chapter 20,
 32.24 article 1, section 18, subdivision 5.
 32.25 (c) This appropriation is not available
 32.26 until a full-funding grant agreement has
 32.27 been executed with the Federal Transit
 32.28 Administration.

60,000,000

(d) If the Northstar commuter rail line is extended from Big Lake to the St. Cloud area, regional rail authority members of the Northstar Corridor Development Authority who did not fund a portion of the share of capital costs from Minneapolis to Big Lake shall contribute an amount for the extension equal to the amount they would have contributed for their proportional share of the entire line from Minneapolis to the St. Cloud area.

Subd. 5. Northeast Minnesota rail initiative

1,300,000

For a grant to St. Louis County to renovate the St. Louis County Heritage and Arts Center (the Duluth Depot) and to match federal money for preliminary engineering, environmental studies, and construction of the rail line, railway stations, park-and-ride lots, and other railroad appurtenances necessary to facilitate the return of intercity and commuter/passenger rail service within Duluth and the Duluth/Twin Cities rail corridor.

Subd. 6. Rail Service Improvement

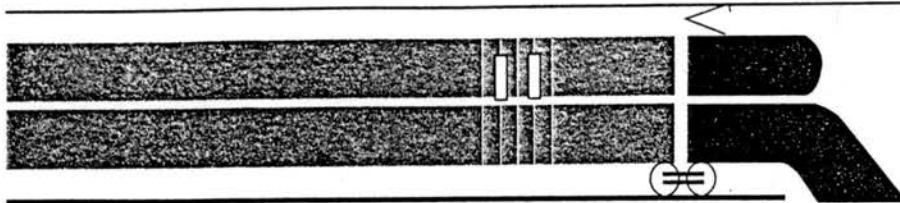
3,700,000

For the rail service improvement program, to be spent for the purposes set forth in Minnesota Statutes, section 222.50, subdivision 7.

(a) \$700,000 is for a grant to the McLeod County Railroad Authority to acquire land for and to design and construct a railroad switching yard facility in Glencoe. This appropriation is not available until the commissioner determines that funds sufficient to complete the project are

28 For design, preliminary engineering, and
34.29 construction of passenger facilities for a
34.30 Bus Rapid Transit station at 46th Street and
34.31 Interstate 35W.
34.32 Subd. 3. Cedar Avenue Bus Rapid Transit
34.33 (BRT) 5,000,000
34.34 For environmental studies, preliminary
34.35 engineering, bus lane improvements, and
34.36 transit station construction and improvements
35.1 in the Cedar Avenue Bus Rapid Transit
35.2 Corridor.
35.3 This appropriation may not be spent for
35.4 capital improvements within a trunk highway
35.5 right-of-way.
35.6 Subd. 4. Central corridor transit way 7,800,000
35.7 To conduct environmental studies, complete
35.8 preliminary engineering, and design the
35.9 Central corridor transit way between
35.10 downtown Minneapolis and downtown St.
35.11 Paul.
35.12 This appropriation may not be spent for
35.13 capital improvements within a trunk highway
35.14 right-of-way.
35.15 This appropriation is not available until the
35.16 commissioner of finance has determined
35.17 that, by September 1, 2006, the Metropolitan
35.18 Council, the Ramsey County Regional
35.19 Rail Authority, and the Hennepin County
35.20 Regional Rail Authority have entered into a
35.21 memorandum of understanding that specifies
35.22 future expected funding shares for operating
35.23 and capital for the Central Corridor Transit
35.24 Way. The agreement must require that the
35.25 named agencies be responsible for at least
35.26 one-third of the state and local match to
35.27 federal new-start capital funding.

28	<u>Subd. 5. Red Rock corridor transit way</u>	<u>500,000</u>
35.29	<u>For preliminary engineering and</u>	
35.30	<u>environmental review of the Red Rock</u>	
35.31	<u>corridor transit way between Hastings and</u>	
35.32	<u>Minneapolis via St. Paul.</u>	
35.33	<u>Subd. 6. Robert Street corridor transit way</u>	<u>500,000</u>
35.34	<u>For environmental studies and preliminary</u>	
35.35	<u>engineering of bus rapid transit or light rail</u>	
35.36	<u>transit for the Robert Street corridor transit</u>	
36.1	<u>way along a corridor on or parallel to U.S.</u>	
36.2	<u>Highway 52 and Robert Street from within</u>	
36.3	<u>the city of St. Paul to Dakota County Road</u>	
36.4	<u>42 in Rosemount.</u>	
36.5	<u>Subd. 7. Union Depot</u>	<u>3,500,000</u>
36.6	<u>For a grant to the Ramsey County Regional</u>	
36.7	<u>Railroad Authority to acquire land and</u>	
36.8	<u>structures, to renovate structures, and for</u>	
36.9	<u>design, engineering, and environmental</u>	
36.10	<u>work to revitalize Union Depot for use as a</u>	
36.11	<u>multimodal transit center in St. Paul.</u>	
36.12	<u>Subd. 8. Metropolitan Regional Parks</u>	
36.13	<u>Capital Improvements</u>	<u>35,362,000</u>
36.14	<u>For the cost of improvements and betterments</u>	
36.15	<u>of a capital nature and acquisition by the</u>	
36.16	<u>council and local government units of</u>	
36.17	<u>regional recreational open-space lands in</u>	
36.18	<u>accordance with the council's policy plan</u>	
36.19	<u>as provided in Minnesota Statutes, section</u>	
36.20	<u>473.147. Priority must be given to park</u>	
36.21	<u>rehabilitation and land acquisition projects.</u>	
36.22	<u>\$300,000 is for a grant to the city of</u>	
36.23	<u>Bloomington to renovate the old Cedar</u>	
36.24	<u>Avenue bridge to serve as a hiking and</u>	
36.25	<u>bicycling trail connection.</u>	



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 Executive Session

May 23, 2006

Immediately following Regional Railroad Authority meeting

**Room 220 Courthouse
Large Conference Room**

1. To consider the purchase of real property in downtown St. Paul, lying southerly of Fourth Street and easterly of Jackson Street, currently used by the United States Post Office.



May 22, 2006

Mr. William M Morin
SAINT PAUL PORT AUTHORITY
1900 Landmarks Tower
345 St. Peter Street
Saint Paul MN 55102-1661

SUBJECT Saint Paul, MN 55101-9998
St. Paul - Main Post Office/P&DC
Letter of Intent

Dear Mr. Morin:

This letter will serve to evidence the intention of the United States Postal Service ("Seller") and Ramsey County Regional Railroad Authority (the "Buyer") to attempt to negotiate a transaction whereby Seller would sell to Buyer and Buyer would purchase from Seller, the above-captioned improved real property ("Property").

This letter and provisions set forth herein are not intended as and shall not be construed as comprising or creating legally binding agreements, obligations or responsibilities of either Buyer or Seller. Seller and Buyer intend to negotiate a definitive and binding purchase and sale agreement ("Agreement"), which will set out the final terms and binding obligations of the parties. Until the definitive Agreement is prepared and executed, neither Seller nor Buyer shall have any obligation to the other, including but not limited to any legal duty to continue negotiations to reach such a definitive Agreement, and either party may discontinue negotiations at any time for any reason whatsoever.

The proposal is as follows:

1. **Approvals:** The Agreement will be subject to approval by Seller's Board of Governors ("BOG"). Seller shall endeavor to obtain said approval by April 15, 2007. However, the parties acknowledge that there may be unknown variables that could extend the time required for the BOG to consider and approve this sale. Buyer acknowledges that it has been informed that such approval will rest with Seller's BOG. Buyer further acknowledges that any costs it incurs prior to such approval or decision to withhold approval are solely on Buyer's own account, and that it shall have no right to be reimbursed by Seller for all or any portion thereof.

2. The Property: The Property is comprised of the following three (3) parcels:

	<u>Tower Parcel</u>	<u>Concourse Parcel</u>	<u>Kellogg Parcel</u>
Property Identification Number (PIN)	06.28.22.11.0025	05.28.22.22.0045	05.28.22.22.0046
Property Address	180 Kellogg Blvd E. St. Paul MN 55101-1406	180 Kellogg Blvd E. St. Paul MN 55101-1438	180 Kellogg Blvd E. St. Paul MN 55101-1430
Parcel Size	1.67 Acres	9.58 Acres	.38 Acres
Building#	<u>1</u>	<u>2</u>	
Bldg Area	483,078	242,150	653,156
#of Stories	17	6	2
Year Built	1933	1962	1918

- 3. Purchase Price:** The aggregate Purchase Price for the Properties ("Purchase Price") will be forty-nine-million-six-hundred-thousand-and-no/100's dollars (U.S), (\$49,600,000.00). However, since Seller will not be able to deliver possession of the Property until it has completed replacement facility(s), which are estimated to be completed by the end of 2010, and since Buyer is willing to begin payment before receiving possession, Seller agrees that Buyer shall be credited for the time value of money, based upon a discount rate of five percent, interest compounded annually, for all payments made to the Purchase Price prior to the closing of the Tower Parcel. For instance, assuming the initial \$4,000,000 payment is made on June 15, 2007, the initial payment would result in a credit against the \$49,600,000 Purchase Price of \$4,756,094.38.

Buyer shall make an initial payment directly to Seller of not less than Four Million Dollars (\$4,000,000) on or before the later of: (a) sixty (60) days after the date on which Seller's BOG approves the Agreement, and (b) June 15, 2007. From time to time, at any time between the date of the initial payment and the due date of the final payment on December 30, 2010, Buyer may make one or more additional payments to Seller, all of which shall be credited toward the Purchase Price, and the final Purchase Price shall be recalculated according to the time discount formula stated above.

- 4. Title Company:** The parties name Land America Commonwealth, 400 Sibley St # 255, St Paul, MN 55101; Order No. 208800; Sandi Gilbert, Laurel Forrest Paula Hendrickson, Judy Keiser or Mary Olson (651) 227-8571; to serve as the Closing Agent ("Title Company").

5. Process and Timing of Transaction.

- a. Seller and Buyer shall endeavor to execute this Letter of Intent on or before May 23, 2006.
- b. Seller and Buyer shall endeavor to execute the Agreement on or before July 23, 2006, provided that the Agreement will be contingent upon the approvals of each of the governing bodies.
- c. Seller and Buyer shall endeavor to obtain approval of their appropriate governing body. Buyer shall endeavor to obtain Buyer's board approval within one (1) month after execution of the Agreement; Seller shall endeavor to obtain the BOG's approval within nine (9) months after execution of the Agreement.

6. Escrow and Closing(s): On or before the date of the initial payment by Buyer, the parties will instruct the Title Company to open an escrow account for this transaction. Seller will deposit the deeds to the property, and any other required closing documents, with the Title Company on or before the date of the initial payment. At any time after the initial payment, Buyer may, at its option, close on its acquisition of the Kellogg and Concourse Parcels, subject to the parties executing at the same time, a lease for the same parcel with Seller becoming a tenant of Buyer. The total of all payments that must be made and released to Seller in order for Buyer to close on its acquisition of the Kellogg and Concourse Parcels shall be a total of Thirty-One Million Five Hundred Sixty-Two Thousand Five Hundred Dollars (\$31,562,500) in the equivalent of 2010 dollars, as calculated pursuant to the time discount formula set forth in Section 4 above. Upon payment of said amount to Seller, the deeds for the Kellogg and Concourse Parcels shall be released to Buyer. Upon payment of the full Purchase Price to Seller, the deed for the Tower Parcel (and for the Kellogg and Concourse Parcels, if not previously released) shall be released to Buyer. The terms of the lease shall include:

- a net rent of \$1.00;
- an obligation of Buyer to maintain the elevated concourse building in a safe manner;
- an obligation of Seller to maintain all of the Property other than the elevated concourse building in a safe manner, and an obligation of Seller to cooperate with Buyer in Buyer's maintenance of the elevated concourse building;
- tenant having the same use of the parking and loading facilities as it currently enjoys; and
- the expiration shall be the same date on which title transfers to the Tower Parcel.

7. Purchase and Sale Agreement: The parties will attempt to negotiate and execute a mutually satisfactory Agreement by July 23, 2006. If the Agreement is not executed by said date, negotiations shall terminate and this letter shall be null and void. The first draft of the Agreement will be prepared by Seller's counsel and submitted to Buyer for review. In this Agreement, Seller will agree to convey the Property to Buyer on an "As Is" basis

and will disclaim any representation or warranty as to the Property except as specifically set forth therein and will require a release from the Buyer covering all matters relating to the property except for Seller's obligations under the Agreement.

Buyer's obligation to purchase will be conditioned upon receipt of a standard owner's policy or policies of title insurance issued by the Title Company, with such policy or policies insuring Buyer's title in the amount of the purchase price, subject only to the printed exceptions to such policy form, non-delinquent taxes and installment payments of special assessment liens, those matters reflected on the preliminary title commitment of the Title Company to which Buyer does not timely object, those matters reflected on the survey of the Property to which Buyer does not timely object, if any, and such other items as may be contemplated by the Agreement. Seller shall use commercially reasonable efforts to cure any objections and make title marketable prior to Closing.

The Agreement will contain a timeline for performance of certain critical events to occur between the date of execution of the Agreement and April 15, 2007, when the BOG is expected to approve the Agreement. The events and dates to be included will be negotiated between Buyer and Seller during negotiation of the Agreement.

The Agreement will contain such other terms and conditions as may be deemed appropriate by the parties and their counsel. The conveyance of the Property shall be by a special warranty deed.

8. **Contingency Removal Date:** Buyer shall have the right to terminate the Agreement within 60 days of execution of the Agreement ("Contingency Removal Date").
9. **Inspection:** The Agreement will grant permission to Buyer and its agents to enter upon the Property, subject to notice to and approval by Seller, prior to the Contingency Removal Date to conduct a feasibility study to investigate every aspect of the condition and status of the Property, including, without limitation, construction of the improvements, the existence and availability of utility connections, soil and groundwater conditions, the presence of underground storage tanks and hazardous wastes or substances, and compliance or consistency with permits, approvals, and applications of or to governmental agencies in connection with the Property.

If Buyer's inspections reveal any condition or information which is not satisfactory to Buyer, then prior to the Contingency Removal Date, Buyer may give written notice to Seller that it elects not to purchase the Property.

10. Closing Costs:

- a. Attorneys' Fees: Each party will be responsible for its own attorneys' fees.
- b. Escrow Charges: 50% to Buyer and 50% to Seller.
- c. Recording Fees: 50% to Buyer and 50% to Seller.
- d. Title insurance premium: 100% to Buyer.

e. Survey costs: 100% to Buyer.

11. **Historic Covenants:** Section 106 of the National Historic Preservation Act requires Federal agencies to take into account the effects of their undertakings on historic properties and afford the [Advisory] Council a reasonable opportunity to comment on such undertakings. Buyer understands that this sale is subject to the procedures in 36 CFR PART 800 -- PROTECTION OF HISTORIC PROPERTIES that this part define how Federal agencies meet these statutory responsibilities and that Covenants and/or other conditions for preserving the Property's historic features will be described in the Agreement and will be made a part of the deed.
12. **Prorations:** All prorations will be as of the Closing Date of the Tower Parcel.
13. **Brokers:** In the Agreement, Seller and Buyer will each represent and warrant to the other that it has engaged no broker or intermediary other than **CB Richard Ellis** in connection with the proposed transaction and will agree to indemnify the other party for any other loss, liability, and reasonable expenses, incurred by virtue of any action on its part giving rise to a breach of such warranty or a claim of such other fees. Seller will pay **CB Richard Ellis** a fee as provided for in the Seller's listing agreement with **CB Richard Ellis**.
14. **Representations and Warranties:** Seller's responsibility under the Agreement will only extend to knowledge, information or documents that Seller's representative, who will be identified in the Agreement, is personally aware of or has in his direct possession, and not knowledge, information or documents Seller may have in its possession generally. Seller will promptly make available to Buyer for inspection and copying copies of all surveys, plans, specifications and copies of all information and contracts relating to operation of the Property, such as service and/or maintenance contracts ("Contracts"). Seller will also provide a Phase I Environmental Site Assessment of the Property and information on any known asbestos-containing building materials.
15. **Remedies.** This letter of intent shall be non-binding, and neither party shall have any remedy for the failure to reach a final Agreement. If the parties enter into the Agreement, as approved by the BOG, then either party may terminate the Agreement in the event of a default of the other party, but neither party shall have the right of money damages against the other.

Please evidence your agreement that the foregoing represents an accurate statement of our present mutual intent by signing and returning two copies of this letter to the undersigned. In the event this letter has not been fully executed by May 23, 2006 this letter shall automatically expire and be null and void.

May 22, 2006
St. Paul LOI
Page 6

Sincerely,

UNITED STATES POSTAL SERVICE, an independent establishment of the executive branch
of the Government of the United States (39 USC 201)

By: Edward L. Bavouset
Its: Contracting Officer

AGREED AND ACCEPTED:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: May 23, 2006 No.: R06-34

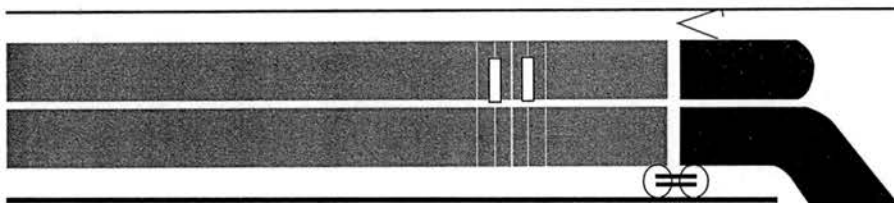
WHEREAS, That Ramsey County Regional Railroad Authority authorizes its Chair to proceed with an offer to purchase the concourse, tower and Kellogg property of the United States Post Office as discussed in this executive session.

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

AGENDA

Regional Railroad Authority Meeting

June 6, 2006

Immediately following the County Board Meeting

Third Floor Council Chambers Courthouse

1. * Approve minutes from May 23, 2006 meeting.

ADMINISTRATIVE AGENDA

2. * Ratify Partial Payment No. 7 in the amount of \$892.98 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Phase 2 study through April 2006.
3. * Ratify Partial Payment No. 21 in the amount of \$17,734.33 to Metropolitan Council for professional management services on the Central Corridor Phase 2 study for February 1, 2006 through March 31, 2006.

POLICY AGENDA

4. * Proclamation for Central Corridor Coordinating Committee.
 5. * Recommend locally preferred transit alternative for the Central Corridor.
 6. Snelling and University traffic study.
- * Action is requested

Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on May 23, 2006 in Council Chambers, Third Floor Courthouse.

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

OTHERS PRESENT: Joseph Bagnoli, Art Coulson, Kathy DeSpiegelaere, Ken Haider, Julie Kleinschmidt, David MacMillan, Jolly Mangine, Steve Morris, Sarah Penman, Sarah Psick, Nick Riley, Dan Soler, Terry Speiker, Angie Taylor

Chair Ortega called the RCRRA meeting to order at 10:26 a.m.

ADMINISTRATIVE AGENDA

1. Approve minutes from April 25, 2006 RCRRA meeting

A motion was made by Commissioner McDonough, seconded by Commissioner Bennett, to approve the minutes from the April 25, 2006 RCRRA meeting.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

2. Ratify Partial Payments No. 26 in the amount of \$11,799.94 and No. 27 in the amount of \$25,946.75 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for February and March 2006

A motion was made by Commissioner Parker, seconded by Commissioner McDonough, to ratify Partial Payments No. 26 in the amount of \$11,799.94 and No. 27 in the amount of \$25,946.75 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for February and March 2006.

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 March 31, 2006; 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. 6015115, Partial Payment No. 26, in the amount of \$11,799.94 and Invoice No. 6016347, Partial Payment No. 27, in the amount of \$25,946.75 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through March 31, 2006; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$37,746.69 for services rendered through March 31, 2006, is hereby ratified.

3. Ratify Partial Payments No. 6 in the amount of \$1,836.00 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Phase 2 study through February 2006

A motion was made by Commissioner Parker, seconded by Commissioner McDonough, to ratify Partial Payments No. 6 in the amount of \$1,836.00 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Phase 2 study through February 2006.

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 professional services of Thompson Coburn for legal services on the Union Depot project and the Central Corridor transit project; and

WHEREAS, Thompson Coburn has satisfactorily completed portions of the work identified in the referenced agreement, and provided detailed invoice documentation for services and costs accrued through March 2006; 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, Thompson Coburn Invoice No. 1043652, Partial Payment No. 6 in the amount of \$1,836.00 attachments thereto, provide the correct documentation of payments due Thompson Coburn through March 2006; Now, Therefore Be It

RESOLVED, Payment to Thompson Coburn in the amount of \$1,836.00 for services rendered through March 2006 is hereby ratified.

4. Ratify Partial Payment No. 20 in the amount of \$11,232.72 to Metropolitan Council for professional management services on the Central Corridor Phase 2 study for January 21, 2006 through March 3, 2006

A motion was made by Commissioner Parker, seconded by Commissioner McDonough, to ratify Partial Payment No. 20 in the amount of \$11,232.72 to Metropolitan Council for professional management services on the Central Corridor Phase 2 study for January 21, 2006 through March 3, 2006.

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 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 March 3, 2006; 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-4682, Partial Payment No. 20, in the amount of \$11,232.72 attachments thereto, provide the correct documentation of payments due Metropolitan Council through March 3, 2006; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$11,232.72 for services rendered through March 3, 2006, is hereby ratified.

POLICY AGENDA

5. Authorize Chair to execute a contract in an amount no greater than \$1,128,240 with DMJM+Harris for Union Depot project coordination services

A motion was made by Commissioner McDonough, seconded by Commissioner Carter, to authorize the Chair to execute a contract in an amount no greater than \$1,128,240 with DMJM+Harris for Union Depot project coordination services.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority, by resolution R06-27, authorized staff to negotiate a contract with DMJM Harris/AECOM in an amount not to exceed \$1,244,208, for a two year term; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes its Chair to execute a contract with DMJM Harris/AECOM in an amount not to exceed \$1,128,240, for a two year term, for project coordination services for Union Depot multi-modal transit hub.

6. Legislative Update—Joseph Bagnoli and Sarah Psick

Joseph Bagnoli distributed two handouts relating to the most recent legislative session. One document was the language of the transportation bonding bill and the second a summary from the Transportation Alliance, which lays out all of the potential transportation projects and their funding.

Mr. Bagnoli summarized the funding received for Central Corridor (\$7.8M) from a request of \$50M. He also reviewed the bonding bill language, commenting that Gov. Pawlenty requested that the project funding shares follow the Hiawatha and NorthStar projects of one-third local government and two thirds state government for the federal match. Mr. Bagnoli noted that RCRRA will be required to enter an agreement by September 1, 2006 that talks about the operating and capital expenses. Mr. Bagnoli also stated that before the funding is drawn upon, RCRRA, HCRRA and Metropolitan Council will need to sit down to discuss capital and operating costs.

Commissioner Parker requested clarification of rider language pertaining to funding for transit, not to include the metro area. Sarah Psick stated that there was \$16M in the local road improvement program; of the \$16M, \$7.6M is slated for counties outside of the metro area.

Ms Psick noted that the Union Depot received a total of \$3.5M in funding.

Mr. Bagnoli added that the Robert Street busway received \$500,000 for planning, as did the Red Rock Corridor. Mr. Bagnoli noted that Red Rock was not included in any funding requests, so the funding was a welcome surprise. He also commented that the Duluth Depot received \$1.3M, but had requested \$20M for rehabilitation.

7. Central Corridor Update—Steve Morris/Ken Haider/Dan Soler

Steve Morris noted that the first of the four public hearings for the Central Corridor was held the night before, with approximately one hundred people attending the meeting and thirty people making comments. Mr. Morris also commented that the Federal Transit Administration (FTA) has issued updated regulations on the New Starts Criteria; he will provide an overview of the updates at a future meeting.

Mr. Morris presented Dan Soler and Ken Haider, from the St. Paul Public Works Department, to give an overview of the Snelling/University Avenue study. Mr. Soler outlined the study parameters, which were to look at alternatives to alleviate congestion at the intersection of University and Snelling, with or without light rail and analyze the impacts on traffic. Some of the alternatives reviewed were (1) widening of the road; (2) relocating turning movements; (3) relocating half of University Avenue on a one-way pair alignment; (4) building in a roundabout near the intersection. Mr. Soler noted that each of the alternatives was reviewed with and without LRT on University Avenue as well as relocating LRT to the south of University Avenue.

Mr. Soler stated the alternatives reviewed were narrowed down to three alternatives. The three alternatives are (1) Grade Separation Alternative, where Snelling and University Avenues are separated from each other by a tunnel or a bridge; (2) One-Way Pair, which would leave one direction of University Avenue where it is and relocate the other direction of University somewhere off of that alignment; and (3) Quadrant Relocation, which takes turning movement traffic and diverts them on either one, two, three or all four quadrants.

Commissioner Ortega requested a synopsis of all three alternatives, along with the next steps and a timeline, for the next Rail Authority meeting.

Commissioner Parker requested that safe pedestrian crossing be addressed in each of the three alternatives.

8. Central Corridor preliminary engineering issues—Kathy DeSpiegelaere

Kathy DeSpiegelaere introduced a resolution that provided a method for the Ramsey County Regional Railroad Authority to inform the Metropolitan Council of issues concerning the Central Corridor project design into preliminary engineering.

Commissioner Carter requested the following item be added to the list attributed to RCRRA: Impact of the transit project on clusters of low income and transit dependent people within the Central Corridor.

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to provide the Metropolitan Council with a list of issues relating to the Central Corridor preliminary engineering stage, as amended, to indicate the source of the lists.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority is a participant in the development of the Central Corridor transit improvement; and

WHEREAS, As Ramsey County Regional Railroad Authority wholeheartedly approves of the project implementation; and

WHEREAS, Ramsey County Regional Railroad Authority is aware that there remain many issues to be resolved relating to the Central Corridor project as it moves to the preliminary engineering phase of work; Now, Therefore, Be It

RESOLVED, That as the Central Corridor project design proceeds into preliminary engineering, the following (Attachment 1) are issues that Ramsey County Regional Railroad Authority requests the Metropolitan Council to examine during that process, along with other issues that come to our attention before and during the preliminary engineering process; and Be It Further

RESOLVED, That as the Central Corridor project design proceeds into preliminary engineering, each Ramsey County Regional Railroad Authority Commissioner may also request the Metropolitan Council to examine their individual issues (Attachment 2, Commissioner Janice Rettman), and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority offers to assist the Metropolitan Council in finding solutions to problems and exploring opportunities to make the Central Corridor transit project one that will be a showcase for the state, and will benefit regional and local businesses, employees and residents.

The meeting adjourned at 11:40 a.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

R. Delpeigelaere
Authorized Signature

5/30/06
Date

Board Action Requested

Ratify Partial Payment No. 7 in the amount of \$892.98 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Transit project through April 2006.

ACTION IS REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution ratifying payment
- 2) Accounts Payable forms and Partial Payment No. 7
- 3) Thompson Coburn Invoice Nos. 1049671, 1049672 and attachments

Budgeting and Accounting

Laurie A. K.

County Attorney

Wilma M. Muller

Risk Management

Documentation certified complete for:

June 6, 2006
Board Date

Angelique Taylor
Signature

5/30/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 6, 2006 No.: R06-35

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for professional services of Thompson Coburn for legal services on the Union Depot project and the Central Corridor transit project; and

WHEREAS, Thompson Coburn has satisfactorily completed portions of the work identified in the referenced agreement, and provided detailed invoice documentation for services and costs accrued through April 2006; 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, Thompson Coburn Invoice No. 1049671, in the amount of \$244.00 and Invoice No. 1049672, in the amount of \$648.98 Partial Payments No. 7 attachments thereto, provide the correct documentation of payments due Thompson Coburn through April 2006; Now, Therefore Be It

RESOLVED, Payment to Thompson Coburn in the amount of \$892.98 for services rendered through April 2006 is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

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Business Unit: RRA
Voucher ID: 00003771

VOUCHER
Purchase Order Voucher

Page No. 1
Run 18.May.2006
Run Time 11:36:48 AM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
18.May.2006	1049671/1049672	15.May.2006	0000154904	THOMPSON,COBURN	ONL	LONGHEKR P		18.May.2006	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$892.98	\$0.00	P.O. BOX 18379M			ST. LOUIS	MO	63195		
Handling	Group ID	Sales Tax	Pckp Ord'r Nbr							
RE	000913	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
1	Legal assistance - UD/Central	\$892.98	918070001	\$892.98		Y Y Y Y	RRA	0000000484	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150101	00000				2005			\$892.98			N

Account Name: Consulting Services

Department Name: Ramsey Co Reg Rail Auth-RCRRA

Payment Comments-Check Stub

Invoice No. 1049671(7), dated 5/15/06 - \$244.00 - Union Depot
Invoice No. 1049672(7), dated 5/15/06 - \$648.98 - Central Corridor Phase 2 Study
Services of Ed Gill Jr. for April 2006

Voucher 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. Delacruz

Date 5/18/06

W

Thompson Coburn Invoices

Period of service	Invoice #1 October-05	Invoice #2 November-05	Invoice #3 December-05	Invoice #4 January-06	Invoice #5 February-06	Invoice #6 March-06	Invoice #7 April-06
LABOR	\$1,041.26	\$2,414.90	\$213.50	\$884.50	\$403.50	\$1,830.00	\$884.50
DIRECT COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8.48
ADJUSTMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INVOICE	\$1,041.26	\$2,414.90	\$213.50	\$884.50	\$403.50	\$1,830.00	\$892.98
NET PAY INVOICE	\$1,041.26	\$2,414.90	\$213.50	\$884.50	\$403.50	\$1,836.00	\$892.98
Direct Costs:							
Copying Expenses						\$6.00	\$3.20
Long Distance Telephone							\$5.28
Total Direct Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.00	\$8.48
Amount spent on contract	\$1,041.26	\$3,456.16	\$3,669.66	\$4,554.16	\$4,957.66	\$6,793.66	\$7,686.64
Balance of contract	\$48,958.74	\$46,543.84	\$46,330.34	\$45,445.84	\$45,042.34	\$43,206.34	\$42,313.36

4

Ramsey County Purchase Order

Regional Rail Authority

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

Vendor: 0000154904
THOMPSON, COBURN
P.O. BOX 18379M
ST. LOUIS MO 63195
United States

Purchase Order	Date	Revision	Page
RRA - 0000000484	10/10/2005		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? N Tax Exempt ID:

Line-Schd Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Legal assistance - UD/Central Corridor	1.00	EA	50,000.00	50,000.00	10/10/2005
				Schedule Total	50,000.00	

Mfg ID

Item Total 918070001 50,000.00

Legal assistance on the Union Depot and Central Corridor 9/20/05-12/31/06

Total PO Amount 50,000.00

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

5

THOMPSON COBURN

*Thompson Coburn LLP
Attorneys at Law*

Suite 600
1909 K Street, N.W.
Washington, D.C. 20006-1167
202-585-6900
FAX 202-585-6969
www.thompsoncoburn.com

May 15, 2006

Edward J. Gill, Jr.
202-585-6927
EMAIL egill@thompsoncoburn.com

Ramsey County Regional Railroad Authority
Attn: Kathryn DeSpiegelaere
665 Ramsey County Government
Center West
50 W Kellogg Boulevard
St. Paul, MN 55102

Dear Kathy:

Enclosed please find statements for services rendered through April 30, 2006.

Should you have any questions, please do not hesitate to give me a call.

Very truly yours,

Thompson Coburn LLP



By
Edward J. Gill, Jr.

EJG/ps

Enclosure

6

THOMPSON COBURN

Thompson Coburn LLP
Attorneys at Law

May 15, 2006
Invoice #1049671

Ramsey County Regional Railroad Authority
Attn: Kathryn DeSpiegelaere
665 Ramsey County Government
Center West
50 W Kellogg Boulevard
St. Paul, Minnesota 55102

Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

Wire Transfer Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 081000210
Account Number: 1000606952
Reference invoice number(s) on wire.

Direct Correspondence To:
1909 K Street, N.W., Suite 600
Washington, D.C. 20006-1167
202-585-6900

EIN 43-0666662

For Legal Services Rendered in Connection With:

St. Paul Union Depot Project
TC File: 45173 / 46347

04/05/06	E. Gill Jr.	0.5	Draft memorandum re miscellaneous FTA proposals	
04/06	E. Gill Jr.	0.3	Attention to e-mails	
TOTAL HOURS				0.80

SUBTOTAL FOR SERVICES \$244.00

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
E. Gill Jr.	0.80	305.00	244.00
Total All Timekeepers	0.80	305.00	244.00

TOTAL DUE \$244.00

Invoice

Payment Due Upon Receipt

7

THOMPSON COBURN

Thompson Coburn LLP
Attorneys at Law

May 15, 2006
Invoice #1049672

Ramsey County Regional Railroad Authority
Attn: Kathryn DeSpiegelaere
665 Ramsey County Government
Center West
50 W Kellogg Boulevard
St. Paul, Minnesota 55102

Remit To:
P.O. Box 18379M
St. Louis, Missouri 63195

Wire Transfer Instructions:
Account Name: Thompson Coburn LLP
Bank: U.S. Bank
ABA/Routing Number: 081000210
Account Number: 1000606952
Reference invoice number(s) on wire.

Direct Correspondence To:
1909 K Street, N.W., Suite 600
Washington, D.C. 20006-1167
202-585-6900

EIN 43-0666662

For Legal Services Rendered in Connection With:

Central Corridor
C File: 45173 / 57254

4/03/06	E. Gill Jr.	0.2	Attention to e-mails
4/13/06	A. Anderson	0.1	Telephone call with S. Morris
4/14/06	A. Anderson	0.6	Telephone calls re Ramsey County environmental documents; arrange for delivery of documents
4/17/06	A. Anderson	0.1	Confer with E. Gill re environmental documents
4/19/06	E. Gill Jr.	0.3	Attention to e-mails; memorandum re NSWG meeting
4/20/06	E. Gill Jr.	0.1	Attention to e-mail
4/21/06	E. Gill Jr.	0.2	Attention to DEIS notice
4/27/06	E. Gill Jr.	0.5	Attention to e-mails; review NEPA requirements

TOTAL HOURS

2.10

SUBTOTAL FOR SERVICES

\$640.50

For Cash Outlays:

For long distance telephone charges	5.28
For telecopier expense	2.00
For copy charges	1.20

SUBTOTAL FOR CASH OUTLAYS

\$8.48

Invoice

Payment Due 11/15/06 Receipt

8

May 15, 2006
Invoice #1049672
Page 2

Ramsey County Regional Railroad Authority

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
A. Anderson	0.80	305.00	244.00
E. Gill Jr.	1.30	305.00	396.50
Total All Timekeepers	2.10	305.00	640.50

TOTAL DUE

\$648.98

Invoice

Amount Due Upon Receipt

9

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. P. Peregalew

Authorized Signature

5/30/06

Date

Board Action Requested

Ratify Partial Payment No.21 in the amount of \$17,734.33 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for February 1, 2006 through March 31, 2006.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Accounts Payable forms and Partial Payment No. 21
3. Metropolitan Council Invoice No. NCV-4873 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 6, 2006

Board Date

Angelique Taylor

Signature

5/30/06

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 6, 2006 No.: R06-36

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 March 31, 2006; 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-4873, Partial Payment No. 21, in the amount of \$17,734.33 attachments thereto, provide the correct documentation of payments due Metropolitan Council through March 31, 2006; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$17,734.33 for services rendered through March 31, 2006, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

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Business Unit: RRA
Voucher ID: 00003768

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date: 18.May.2006
Run Time: 11:01:34 AM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
18.May.2006	NCV-4873	30.Apr.2006	0000002054	METROPOLITAN COUNCIL	ONL	LONGHEKR P		18.May.2006	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$17,734.33	\$0.00	MEARS PARK CENTRE	230 E FIFTH ST		ST PAUL	MN	55101		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000913	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
1	Professional Service	\$17,734.33	918070001	\$17,734.33		Y Y Y N	RRA	0000000450	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150180	00000			2003	G205005			\$17,734.33			N
Account Name: Consulting Services						Department Name: RCRRA-Proj/Grant								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
2	Amendment #2	\$0.00				Y Y Y N	RRA	0000000450	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150180	00000			2003	G205005			\$0.00			N
Account Name: Consulting Services						Department Name: RCRRA-Proj/Grant								

6



Business Unit: RRA
Voucher ID: 00003768

VOUCHER
Purchase Order Voucher

Page No. 2
Run Date 18.May.2006
Run Time 11:01:34 AM

Report ID: RMAP19

Payment Comments-Check Stub

Invoice No. NCV-4873 (21), dated 4/30/06
Services of Steve Morris and Zan Associates for 2/1/06-3/31/06 on the Central Corridor Phase 2 study

Voucher 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. D. Spiegels Date 5/18/06

4

Ramsey County Purchase Order

CHANGE ORDER - REPRINT

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	1-04/11/2006	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	173,000.00	173,000.00	05/24/2005
Mfg ID					Schedule Total	173,000.00
Item Total 918070001						173,000.00
2 - 1	Amendment #2	1.00	EA	96,575.00	96,575.00	11/22/2005
Mfg ID					Schedule Total	96,575.00
Item Total						96,575.00

Central Corridor Phase 2 project consulting services of Steve Morris

Total PO Amount 269,575.00

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

5

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

[illegible]

[illegible]

INVOICE

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

Page: 1
 Invoice No: NCV-4873
 Invoice Date: 04/30/2006
 Customer Number: RAMREG
 Payment Terms: Due 30 dys
 Due Date: 05/30/2006

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

AMOUNT DUE: \$ 17,734.33

\$ _____
 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 2/1/06-2/28/06 Central Corri	Metropolitan Council Contract #0P013 Amendment #2	2.50	HR	125.00	312.50
		March, 2006	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 2/18/06-3/31/06 Fringe Benef		11,614.55	EA	0.50	5,807.28
3		LOCAL GOV'T A 2/18/06-3/31/06 Salary Expen		1.00	EA	11,614.55	11,614.55
SUBTOTAL:							17,734.33
TOTAL AMOUNT DUE :							\$ 17,734.33

STANDARD

Original

9

Name	Amount	Pay Period End	Reg Earns
Morris,Stephen L	378.86	3/3/2006	REG
Morris,Stephen L	3,409.77	3/3/2006	REG
Morris,Stephen L	248.64	3/17/2006	REG
Morris,Stephen L	3,788.64	3/17/2006	REG
Morris,Stephen L	3,788.64	3/31/2006	REG
Stephen Morris Earnings Total	<u>11,614.55</u>		

10

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. P. [Signature]
Authorized Signature

5/30/06
Date

Board Action Requested

Proclamation for Central Corridor
Coordinating Committee.

ACTION IS REQUESTED

Request Justification

See attached information: 1) Proposed Proclamation.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 6 2006
Board Date

[Signature]
Signature

5/30/06
Date

Proclamation

WHEREAS, the Central Corridor Coordinating Committee was established in June 2000, to advise about the alternatives analysis, environmental review, public involvement and related matters with respect to public transit in the Central Corridor. This committee is to provide this advice until such time as a preferred alternative for public transit is selected; and

WHEREAS, On June 6, 2006, the Central Corridor Coordinating Committee is expected to select the locally preferred alternative for the Central Corridor, completing its work; and

WHEREAS, The Central Corridor Coordinating Committee has diligently reviewed and made thoughtful recommendations on issues pertaining to transit in the Central Corridor for six years; and

WHEREAS, The Central Corridor Coordinating Committee held four public hearings in May, 2006, to receive comments on the alternatives for the Central Corridor; Now, Therefore, Be It

PROCLAIMED, That the Ramsey County Regional Railroad Authority wholeheartedly congratulates the Central Corridor Coordinating Committee for its extraordinary efforts dedicated to improving the region's transit system and serving the needs of residents, employers and users of transit in the Twin Cities Metropolitan area; And Be It Further

PROCLAIMED, That the Ramsey County Regional Railroad Authority on June 6, 2006, hereby congratulates the Central Corridor Coordinating Committee on work well done in providing for existing and future transportation needs of the region.

Rafael E. Ortega, Chair

Kathryn DeSpiegelaere, Director

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Desjardins
Authorized Signature

5/30/06
Date

Board Action Requested

Recommend locally preferred transit alternative for the Central Corridor.

ACTION IS REQUESTED

Request Justification

See attached information: 1) Proposed resolution.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 6, 2006
Board Date

Angelique Taylor
Signature

5/30/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 6, 2006 No.: R06-38

WHEREAS, Ramsey County Regional Railroad Authority has been the lead agency on the Central Corridor Alternatives Analysis/Draft Environmental Impact Statement since 2000; and

WHEREAS, Ramsey County Regional Railroad Authority has had membership on the Central Corridor Coordinating Committee since 2000, the committee charged with reviewing and making recommendation on the transit study for the Central Corridor; and

WHEREAS, The Central Corridor Alternatives Analysis/Draft Environmental Impact Statement analyzed a wide range of transit options to meet the transportation and community goals of the corridor, the county and the region, and

WHEREAS, the environmental impacts of the bus rapid transit and light rail transit options were identified in the Draft Environmental Impact Statement, and

WHEREAS, The Central Corridor Alternatives Analysis/Draft Environmental Impact Statement has been completed and a public comment period has occurred on the proposed project; and

WHEREAS, Four public hearings have been held and well over 100 meetings have been held with community groups about the project during the preparation of the document; and

WHEREAS, Comments have been received via a transcription of phone messages, e mail and US mail; and

WHEREAS, The Metropolitan Council is the agency that will determine the locally preferred alternative for the Central Corridor; and

WHEREAS, The Ramsey County Regional Railroad Authority adopted by resolution on May 23, 2006, and forwarded to the Metropolitan Council, issues for examination during the next phase of Central Corridor work, preliminary engineering; Now, Therefore, Be it

RESOLVED, That Ramsey County Regional Railroad Authority recommends that light rail transit be the locally preferred alternative for the Central Corridor for the following reasons:

- (1) It best supports the goals and objectives adopted by the Central Corridor Coordinating Committee of:

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

- Supporting investments in infrastructure, business and community that sustain the region
- Promoting a reliable transit system that allows an efficient, effective land use development pattern
- Facilitating the preservation and enhancement of neighborhoods in the Central Corridor
- Acknowledging the individual characteristics and aspirations of each place served, and of the region
- Supporting regional goals for cleaner air and water, energy use, and a safer/healthier environment
- Creating transportation improvements that add to carrying capacity, minimize operating costs, improve efficiency, provide a high-quality choice of modes, and reinforce the regional network
- Expanding opportunities for all users to move freely to, through and within the corridor
- Enhancing existing transportation infrastructure to serve the most transit-dependent people

(2) The public comments overwhelming support the light rail transit alternative over the bus rapid transit alternative for the Central Corridor; and

BE IT FURTHER RESOLVED, That Ramsey County Regional Railroad Authority has listened carefully to the voices of those who have spoken verbally and in writing during the public comment period and urges the Metropolitan Council to begin immediately working with Ramsey and Hennepin Counties, St. Paul and Minneapolis, to engage the community to help resolve the many important issues that have been discussed during the public comment process.

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

6

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Delapuebla
Authorized Signature

5/30/06
Date

Board Action Requested

Snelling and University traffic study.

DISCUSSION ONLY

Request Justification

See attached information: 1) Snelling and University traffic study.

Budgeting and Accounting

Kathleen Alb

County Attorney

Will MacIntyre

Risk Management

Documentation certified complete for:

June 6, 2006
Board Date

Angelique Taylor
Signature

5/30/06
Date

Description of Three Alternatives to be Considered for Further Analysis in the Snelling – University Traffic Study

1. Grade Separation Alternative – This alternative results in a grade separation of Snelling Avenue and University Avenue. An initial investigation shows that the greatest traffic capacity is reached by having Snelling Avenue go over or under University Avenue without having to stop. The analysis of this alternative will include a comparison of a bridge with Snelling Avenue over University Avenue versus a tunnel with Snelling Avenue under University Avenue. Analysis will also include traffic lane requirements, construction disruptions, cost and visual impacts.
2. Quadrant Analysis – This alternative results in relocating turning movements from the Snelling Avenue and University Avenue intersection. An example of this is currently in place where northbound left turns on Snelling Avenue are encouraged to use Spruce Tree Street to Fry Street to turn left to go west on University Avenue. All four quadrant of the intersection will be analyzed. Analysis will include business and residential impacts. The analysis will include determination of added capacity for each quadrant, business and residential impacts.
3. One-Way Pair Alternative – This alternative results in relocating one direction of University Avenue to new alignment north or south of the intersection. An example of this would leave westbound traffic on the existing University Avenue and relocate eastbound traffic to an alignment to the south. Existing road right of way will be used whenever possible. Analysis will include business and residential impacts.

Description of Three Alternatives to be Considered for Further Analysis in the Snelling – University Traffic Study

1. Grade Separation Alternative – This alternative results in a grade separation of Snelling Avenue and University Avenue. An initial investigation shows that the greatest traffic capacity is reached by having Snelling Avenue go over or under University Avenue without having to stop. The analysis of this alternative will include a comparison of a bridge with Snelling Avenue over University Avenue versus a tunnel with Snelling Avenue under University Avenue. Analysis will also include traffic lane requirements, construction disruptions, cost and visual impacts.
2. Quadrant Analysis – This alternative results in relocating turning movements from the Snelling Avenue and University Avenue intersection. An example of this is currently in place where northbound left turns on Snelling Avenue are encouraged to use Spruce Tree Street to Fry Street to turn left to go west on University Avenue. All four quadrant of the intersection will be analyzed. Analysis will include business and residential impacts. The analysis will include determination of added capacity for each quadrant, business and residential impacts.
3. One-Way Pair Alternative – This alternative results in relocating one direction of University Avenue to new alignment north or south of the intersection. An example of this would leave westbound traffic on the existing University Avenue and relocate eastbound traffic to an alignment to the south. Existing road right of way will be used whenever possible. Analysis will include business and residential impacts.

ALTERNATIVE 4B - FOUR QUADRANT RING ROAD WITH LRT



Project 5649

UNIVERSITY AVENUE AT SNELLING AVENUE – CAPACITY STUDY

SRF CONSULTING GROUP, INC.

FIGURE 11

ALTERNATIVE 7B - ONE WAY PAIR SOUTH ALIGNMENT WITH LRT



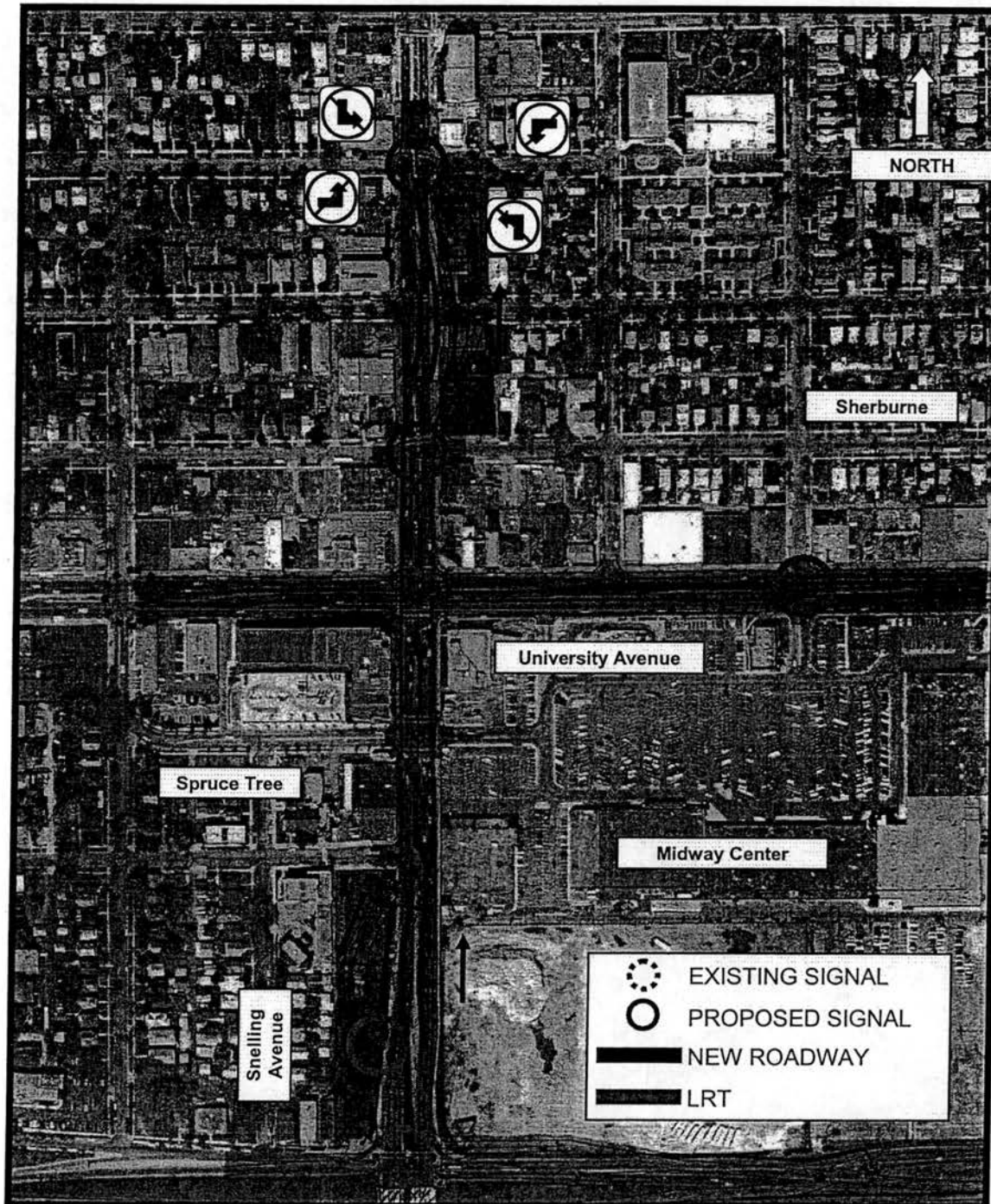
Project 5649

UNIVERSITY AVENUE AT SNELLING AVENUE – CAPACITY STUDY

SRF CONSULTING GROUP, INC.

FIGURE 20

ALTERNATIVE 8 - SNELLING GRADE SEPARATED WITH LRT



Project 5649

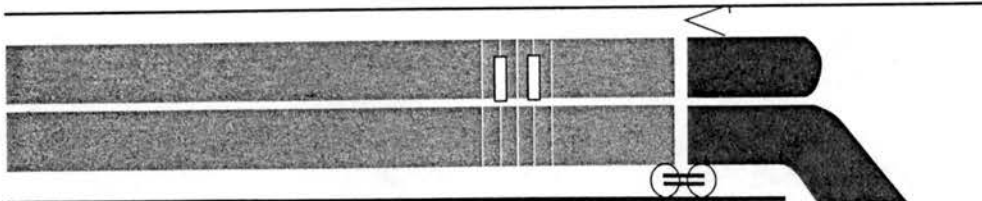
UNIVERSITY AVENUE AT SNELLING AVENUE – CAPACITY STUDY

SRF CONSULTING GROUP, INC.

FIGURE 22

Snelling – University Traffic Study Timeline and Next Steps

1. June 9th – Working group will meet with the consultant to review the further refinement of the three alternatives. Group will provide feedback to the consultant.
2. June 2006 – Consultant will prepare the following for the three alternatives:
 - Peak Hour Traffic Operations Analysis
 - VISSIM Simulation of Operations
 - Determination of Potential Growth Capacity
 - Cost Estimate
3. July 2006 – Consultant will review these work products with the working group.
4. August 2006 – Consultant will prepare a technical memorandum identifying the study along with Measures of Effectiveness and Potential Impacts / benefits of the three alternatives. The report will also make recommendations for possible next steps.



Ramsey County Regional Railroad Authority

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

AGENDA

Regional Railroad Authority Meeting

June 27, 2006

**Immediately following
County Board Meeting**

Third Floor Council Chambers Courthouse

1. * Approve minutes from June 6, 2006 meeting.

ADMINISTRATIVE AGENDA

2. * Ratify Partial Payment No. 22 in the amount of \$11,365.92 to Metropolitan Council for professional management services on the Central Corridor Phase 2 study for April, 2006.
3. * Ratify Partial Payment No. 13 in the amount of \$625.04 to Tunheim Partners for communication services on the Union Depot project through April 2006.
4. * Ratify Final Payment, Partial Payment No. 19 in the amount of \$4,993.38 to LTK Engineering Services for consulting services on the Union Depot study project.
5. * Ratify Partial Payment No. 4 in the amount of \$5,591.88 to St. Paul Port Authority for negotiation of acquisition of the Post Office buildings in St. Paul for December 1, 2005 through May 23, 2006.
6. * Ratify payment in the amount of \$90,000 to the City of St. Paul for Ramsey County Regional Railroad Authority's share in hiring of a consultant as part of the traffic and transit capacity analysis of the Snelling-University area.
7. * Approve LNE029 with Wanless Construction and authorize Chair to execute the lease.
8. * Approve contract extension with City of St. Paul, RCRRA and Mn/DOT for Snelling and University traffic study and authorize Chair to execute the contract.

9. * Approve amendment to joint powers agreement with City of St. Paul, RCRRA and the Port Authority and authorize Chair to execute the contract.
10. * Approve contract extension between Ramsey County Regional Railroad Authority (RCRRA) and DMJM + Harris for consulting services on the Central Corridor Phase 2 study through December 31, 2006 and authorize the Chair of the RCRRA to execute this contract amendment.

POLICY AGENDA

11. * Approve contract extension between RCRRA and Lockridge Grindal Nauen P.L.L.P. for federal lobbying services for July 1, 2006 through June 30, 2007 at a cost not to exceed \$30,746.86 and authorize the Chair of the RCRRA to execute this contract amendment—Kathy DeSpiegelaere.
 12. * Authorize staff to negotiate with GSA for acquisition of TCAAP Rail Spur in Arden Hills/New Brighton—Kathy DeSpiegelaere.
- * Action is requested

Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on June 6, 2006 in Council Chambers, Third Floor Courthouse.

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

OTHERS PRESENT: R. G. "Red" Beebe, Shayonna Cobbs, Robert Clarkson, Mary Clarkson, Kathy DeSpiegelaere, Ken Haider, Julie Kleinschmidt, Daniel Kravetz, Allen Lovejoy, David MacMillan, Steve Morris, Sarah Penman, Dan Soler, Terry Speiker, Angie Taylor, David Twa, Alicia Vap

Chair Ortega called the RCRRA meeting to order at 10:20 a.m.

ADMINISTRATIVE AGENDA

1. Approve minutes from May 23, 2006 RCRRA meeting

A motion was made by Commissioner McDonough, seconded by Commissioner Parker, to approve the minutes from the May 23, 2006 RCRRA meeting.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

2. Ratify Partial Payment No. 7 in the amount of \$892.98 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Phase 2 study through April 2006

A motion was made by Commissioner Reinhardt, seconded by Commissioner Parker, to ratify Partial Payment No. 7 in the amount of \$892.98 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Phase 2 study through April 2006.

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 professional services of Thompson Coburn for legal services on the Union Depot project and the Central Corridor transit project; and

WHEREAS, Thompson Coburn has satisfactorily completed portions of the work identified in the referenced agreement, and provided detailed invoice documentation for services and costs accrued through April 2006; 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, Thompson Coburn Invoice No. 1049671, in the amount of \$244.00 and Invoice No. 1049672, in the amount of \$648.98 Partial Payments No. 7 attachments thereto, provide the correct documentation of payments due Thompson Coburn through April 2006; Now, Therefore Be It

RESOLVED, Payment to Thompson Coburn in the amount of \$892.98 for services rendered through April 2006 is hereby ratified.

3. Ratify Partial Payment No. 21 in the amount of \$17,734.33 to Metropolitan Council for professional management services on the Central Corridor Phase 2 study for February 1, 2006 through March 31, 2006

A motion was made by Commissioner Reinhardt, seconded by Commissioner Parker, to ratify Partial Payment No. 21 in the amount of \$17,734.33 to Metropolitan Council for professional management services on the Central Corridor Phase 2 study for February 1, 2006 through March 31, 2006

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 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 March 31, 2006; 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-4873, Partial Payment No. 21, in the amount of \$17,734.33 attachments thereto, provide the correct documentation of payments due Metropolitan Council through March 31, 2006; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$17,734.33 for services rendered through March 31, 2006, is hereby ratified.

POLICY AGENDA

4. Proclamation for Central Corridor Coordinating Committee

A motion was made by Commissioner McDonough, seconded by Commissioner Parker, to issue a proclamation for the Central Corridor Coordinating Committee.

Commissioner Ortega noted that the proclamation was to recognize the work of the Central Corridor Coordinating Committee over the last six years. Commissioner Ortega commented that the proclamation would be presented to the Central Corridor Coordinating Committee at their last meeting later in the day.

Commissioner Parker suggested that a special letter be sent to Dennis Probst, Chair of the Central Corridor Coordinating Committee, to acknowledge his efforts and time over the years. Commissioner Rettman suggested that past members be sent letters as well.

Roll call vote was taken:

Ayes – 7; Nays – 0

Motion Accepted

WHEREAS, the Central Corridor Coordinating Committee was established in June 2000, to advise about the alternatives analysis, environmental review, public involvement and related matters with respect to public transit in the Central Corridor. This committee is to provide this advice until such time as a preferred alternative for public transit is selected; and

WHEREAS, On June 6, 2006, the Central Corridor Coordinating Committee is expected to select the locally preferred alternative for the Central Corridor, completing its work; and

WHEREAS, The Central Corridor Coordinating Committee has diligently reviewed and made thoughtful recommendations on issues pertaining to transit in the Central Corridor for six years; and

WHEREAS, The Central Corridor Coordinating Committee held four public hearings in May, 2006, to receive comments on the alternatives for the Central Corridor; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority wholeheartedly congratulates the Central Corridor Coordinating Committee for its extraordinary efforts dedicated to improving the region's transit system and serving the needs of residents, employers and users of transit in the Twin Cities Metropolitan area; And Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority on June 6, 2006, hereby congratulates the Central Corridor Coordinating Committee on work well done in providing for existing and future transportation needs of the region.

5. Recommend locally preferred transit alternative for the Central Corridor

A motion was made by Commissioner Bennett, seconded by Commissioner Carter, to recommend a locally preferred transit alternative for the Central Corridor.

Kathy DeSpiegelaere discussed the public comment record resulting from the four public hearings held in May 2006, regarding the Central Corridor. Ms DeSpiegelaere noted that the Ramsey County Regional Railroad Authority received comments from 880 people as of the close of the comment period. The 880 people who commented included 180 who spoke at the public hearings. Ms DeSpiegelaere noted that of the 880 comments received, 87 people were opposed to Light Rail, 130 expressed no opinion and 671 were in favor of Light Rail.

Ms DeSpiegelaere noted that 570 people attended the public hearings and that the Rail Authority was summarizing the issues for presentation to the Central Corridor Coordinating Committee at its meeting later in the afternoon. She briefly summarized some of the major issues noted by the public: (1) the impact of the project on businesses; (2) the impact of the project on existing bus service; (3) the number and location of stations.

Commissioner Rettman stated:

"My priority has been the assurance that the integrity of this process be maintained. I believe that the people most affected, those who live, work and own businesses in the Central Corridor, must be given ample opportunities to speak, to be heard, and to be acknowledged.

I have been encouraged by the many groups and individuals who have recently initiated Central Corridor discussions and are now participating in this important process.

The goal is two-fold: reduce congestion and increase transit service without gentrification. In order to get the answers to these questions and to determine if the proposed alternative will, in fact, reduce congestion and increase service without gentrification, the preliminary engineering stage must move forward.

To ask questions mandates answers. So, to not proceed to ascertaining the answers during preliminary engineering would render the process invalid."

Roll call vote was taken:

Ayes – 7; Nays – 0
Motion accepted

WHEREAS, Ramsey County Regional Railroad Authority has been the lead agency on the Central Corridor Alternatives Analysis/Draft Environmental Impact Statement since 2000; and

WHEREAS, Ramsey County Regional Railroad Authority has had membership on the Central Corridor Coordinating Committee since 2000, the committee charged with reviewing and making recommendation on the transit study for the Central Corridor; and

WHEREAS, The Central Corridor Alternatives Analysis/Draft Environmental Impact Statement analyzed a wide range of transit options to meet the transportation and community goals of the corridor, the county and the region, and

WHEREAS, the environmental impacts of the bus rapid transit and light rail transit options were identified in the Draft Environmental Impact Statement, and

WHEREAS, The Central Corridor Alternatives Analysis/Draft Environmental Impact Statement has been completed and a public comment period has occurred on the proposed project; and

WHEREAS, Four public hearings have been held and well over 100 meetings have been held with community groups about the project during the preparation of the document; and

WHEREAS, Comments have been received via a transcription of phone messages, e mail and US mail; and

WHEREAS, The Metropolitan Council is the agency that will determine the locally preferred alternative for the Central Corridor; and

WHEREAS, The Ramsey County Regional Railroad Authority adopted by resolution on May 23, 2006, and forwarded to the Metropolitan Council, issues for examination during the next phase of Central Corridor work, preliminary engineering; Now, Therefore, Be it

RESOLVED, That Ramsey County Regional Railroad Authority recommends that light rail transit be the locally preferred alternative for the Central Corridor for the following reasons:

- (1) It best supports the goals and objectives adopted by the Central Corridor Coordinating Committee of:
 - Supporting investments in infrastructure, business and community that sustain the region
 - Promoting a reliable transit system that allows an efficient, effective land use development pattern
 - Facilitating the preservation and enhancement of neighborhoods in the Central Corridor

- Acknowledging the individual characteristics and aspirations of each place served, and of the region
- Supporting regional goals for cleaner air and water, energy use, and a safer/healthier environment
- Creating transportation improvements that add to carrying capacity, minimize operating costs, improve efficiency, provide a high-quality choice of modes, and reinforce the regional network
- Expanding opportunities for all users to move freely to, through and within the corridor
- Enhancing existing transportation infrastructure to serve the most transit-dependent people

- (2) The public comments overwhelming support the light rail transit alternative over the bus rapid transit alternative for the Central Corridor; and

BE IT FURTHER RESOLVED, That Ramsey County Regional Railroad Authority has listened carefully to the voices of those who have spoken verbally and in writing during the public comment period and urges the Metropolitan Council to begin immediately working with Ramsey and Hennepin Counties, St. Paul and Minneapolis, to engage the community to help resolve the many important issues that have been discussed during the public comment process.

6. Snelling and University traffic study

Dan Soler, Ramsey County Public Works, stated that he would be reviewing the three alternatives that will be studied in the in-depth analysis of the Snelling and University traffic study. Mr. Soler noted that the study should provide Ramsey County with recommendations, guidelines and background information that can be used during preliminary engineering to help make decisions about what will take place at the Snelling/University Avenue intersection.

Mr. Haider commented that the focus of the study was to try to come up with a solution to the traffic congestion at the intersection, excluding the impacts of light rail. He noted that light rail will be considered when looking at the three alternatives; the alternatives will be fleshed out and will become information that is considered during preliminary engineering of how and where the light rail goes. Mr. Haider commented that as the alternatives are looked at, the constraint of light rail will be considered. If the constraint is so difficult to handle, an investigation will be undertaken to move the train off of University Avenue at Snelling.

Mr. Haider commented that it was his understanding at the beginning of the study the location of light rail was going to be determined by preliminary engineering and the traffic study would feed into that process.

Mr. Soler stated that he would request the traffic study consultants to include a discussion, based on an analysis of the intersection, of where light rail makes the most sense, from a traffic operations standpoint.

The meeting adjourned at 11:40 a.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Despiñgelaere
Authorized Signature

6/15/06
Date

Board Action Requested

Ratify Partial Payment No.22 in the amount of \$11,365.92 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for April 2006.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Accounts Payable forms and Partial Payment No. 22
3. Metropolitan Council Invoice No. NCV-4874 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 27, 2006
Board Date

Angela C. Taylor
Signature

6/21/06
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 30, 2006; 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-4874, Partial Payment No. 22, in the amount of \$11,365.92 attachments thereto, provide the correct documentation of payments due Metropolitan Council through April 2006; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$11,365.92 for services rendered through April 2006, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

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Business Unit: RRA
Voucher ID: 00003789

VOUCHER
Purchase Order Voucher

Page No. 1
Run 27.May.2006
Run Time 11:35:34 AM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
27.May.2006	NCV-4874	30.Apr.2006	0000002054	METROPOLITAN COUNCIL	ONL	LONGHEKR P		27.May.2006	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$11,365.92	\$0.00	390 ROBERT ST N			ST PAUL	MN	55101-1805		
Handling	Group ID	Sales Tax	Pckp Ord Nbr							
RE	000922	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
1	Professional Service	\$11,365.92	918070001	\$11,365.92		Y	Y	Y	N	RRA	0000000450	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150180	00000			2003	G205005			\$11,365.92			N
Account Name: Consulting Services Department Name: RCRRA-Proj/Grant														

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
2	Amendment #2	\$0.00				Y	Y	Y	N	RRA	0000000450	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150180	00000			2003	G205005			\$0.00			N
Account Name: Consulting Services Department Name: RCRRA-Proj/Grant														

6



Business Unit: RRA
Voucher ID: 00003789

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 27.May.2006
Run Time 11:35:34 AM

Report ID: RMAP19

Payment Comments-Check Stub

Invoice No. NCV-4874, dated 4/30/06
Services of Steve Morris on the Central Corridor Phase 2 study for April 2006

Voucher 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. Desjardins Date 5/26/06

7

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
390 ROBERT ST N
ST PAUL MN 55101-1805
United States

CHANGE ORDER - REPRINT

Purchase Order	Date	Revision	Page
RRA - 0000000450	05/24/2005	1-04/11/2006	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	173,000.00	173,000.00	05/24/2005
Schedule Total					173,000.00	

Mfg ID

Item Total 918070001 173,000.00

2 - 1	Amendment #2	1.00	EA	96,575.00	96,575.00	11/22/2005
Schedule Total					96,575.00	

Mfg ID

Item Total 96,575.00

Central Corridor Phase 2 project consulting services of Steve Morris

Total PO Amount 269,575.00

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

5

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

[illegible]

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Invoice #16	Invoice #17	Invoice #18	Invoice #19	Invoice #20	Invoice #21	Invoice #22
10/1/05-10/28/05	10/29/05-11/25/05	11/26/05-12/23/05	12/24/06-1/20/06	1/21/06-3/3/06	2/18/06-3/31/06	4/1/06-4/28/06
\$11,099.52	\$11,099.52	\$12,124.71	\$13,201.95	\$11,232.72	\$17,734.33	\$11,365.92
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$11,099.52	\$11,099.52	\$12,124.71	\$13,201.95	\$11,232.72	\$17,734.33	\$11,365.92
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$11,099.52	\$11,099.52	\$12,124.71	\$13,201.95	\$11,232.72	\$17,734.33	\$11,365.92
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$282,165.65	\$293,265.17	\$305,389.88	\$318,591.83	\$329,824.55	\$347,558.88	\$358,924.80
\$85,834.35	\$171,309.83	\$159,185.12	\$145,983.17	\$134,750.45	\$117,016.12	\$105,650.20
\$225,732.52	\$234,612.14	\$244,311.90	\$254,873.46	\$263,859.64	\$278,047.10	\$287,139.84

INVOICE

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

Page: 1
 Invoice No: NCV-4874
 Invoice Date: 04/30/2006
 Customer Number: RAMREG
 Payment Terms: Due 30 dys
 Due Date: 05/30/2006

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

AMOUNT DUE: \$ 11,365.92

\$ _____
 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		LOCAL GOV'T A 4/1/06-4/28/06	Fringe Benefi	7,577.28	EA	0.50	3,788.64
		Metropolitan Council	Contract #0P013	Amendment #2			
		April, 2006	Reimbursement due to Metro Transit for Stephen L. Morris salary and fringe				
			benefits per attached detail				
2		LOCAL GOV'T A 4/1/06-4/28/06	Salary Expens	1.00	EA	7,577.28	7,577.28
SUBTOTAL:							11,365.92
TOTAL AMOUNT DUE :							\$ 11,365.92

STANDARD

Original

9

NON-REP 14

COST CENTER NUMBER: 41520

PERIOD 7/1/06 TO 7/14/06

[illegible]

LEAVE WITH PAY	TOTAL	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI
Annual Leave															
Holiday – Legal															
Holiday – Floater															
Emergency Leave															
	80														

DEPARTMENT HEAD APPROVAL:

DATE: 1/2/06

DATE: 4-23-06

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K Despiegelaere
Authorized Signature

6/15/06
Date

Board Action Requested

Ratify Partial Payment No. 13 in the amount of \$625.04 to Tunheim Partners for communication services on the Union Depot project through April 2006.

ACTION IS REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution ratifying payment
- 2) Accounts Payable forms and Partial Payment No. 13
- 3) Tunheim Partners Invoice No. 03765 and attachments

Budgeting and Accounting

Linda Alge

County Attorney

Wilma Miller

Risk Management

Documentation certified complete for:

June 27, 2006
Board Date

Angelique Taylor
Signature

6/21/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional services of 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 2006; 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. 03765, Partial Payment No. 13 in the amount of \$625.04 attachments thereto, provide the correct documentation of payments due Tunheim Partners through April 2006; Now, Therefore Be It

RESOLVED, Payment to Tunheim Partners in the amount of \$625.04 for services rendered through April 2006 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

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Business Unit: RRA
Voucher ID: 00003798

VOUCHER
Purchase Order Voucher

Page No. 1
Run 06.Jun.2006
Run Time 11:37:46 AM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
06.Jun.2006	03765(13)	05.May.2006	0000161169	TUNHEIM PARTNERS	ONL	LONGHEKR P		06.Jun.2006	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$625.04	\$0.00	1100 RIVERVIEW TOWER	8009 - 34TH AVENUE SOUTH		MINNEAPOLIS	MN	55425		
Handling	Group ID	Sales Tax	Pckp Ord Nbr							
RE	000928	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
1	Professional Service	\$625.04	918070001	\$625.04		Y Y Y N	RRA	0000000439	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421522	12501	150112	00000				2004			\$625.04			N

Account Name: Other Professional Services

Department Name: Union Depot Study

Payment Comments-Check Stub

Invoice No. 03765, dated 4/30/06
Services on the Union Depot study for 3/1/06-4/30/06

Voucher 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. Osipowicz

Date

6/6/06

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: 0000161169
TUNHEIM PARTNERS
1100 RIVERVIEW TOWER
8009 - 34TH AVENUE SOUTH
MINNEAPOLIS MN 55425
United States

Purchase Order	Date	Revision	Page
RRA - 0000000439	03/01/2005		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? N Tax Exempt ID:

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Professional Service	1.00	EA	90,000.00	90,000.00	03/01/2005
Schedule Total						90,000.00	
Item Total 918070001						90,000.00	

Mfg ID

Union Depot communication and community organizing services

Total PO Amount 90,000.00

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

Unauthorized

4

Tunheim Partners - Union Depot Project

Period of service	Invoice #1 February-05	Invoice #2 March-05	Invoice #3 April-05	Invoice #4 May-05	Invoice #5 July-05	Invoice #6 August-05	Invoice #7 September-05
LABOR	\$3,202.50	\$6,012.50	\$9,377.50	\$300.00	\$2,472.50	\$9,667.50	\$2,837.50
DIRECT COSTS	\$0.00	\$0.00	\$0.00	\$615.56	\$0.00	\$513.29	\$17.98
ADJUSTMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INVOICE	\$3,202.50	\$6,012.50	\$9,377.50	\$915.56	\$2,472.50	\$10,180.79	\$2,855.48
RETAINAGE (5%)	\$160.13	\$300.63	\$468.88	\$45.78	\$123.63	\$509.04	\$142.77
NET PAY INVOICE	\$3,042.38	\$5,711.88	\$8,908.63	\$869.78	\$2,348.88	\$9,671.75	\$2,712.71
Direct Costs:	\$0.00	\$0.00	\$0.00	\$615.56	\$0.00	\$0.00	\$0.00
Presentation materials	\$0.00	\$0.00	\$0.00	\$579.96	\$0.00	\$440.94	\$0.00
Printing expenses	\$0.00	\$0.00	\$0.00	\$35.60	\$0.00	\$0.00	\$0.00
Messenger service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.22	\$17.98
Mileage/Parking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.13	\$0.00
Professional Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Parking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Amount spent on contract	\$3,042.38	\$8,754.25	\$17,662.88	\$18,532.66	\$20,881.53	\$30,553.28	\$33,265.99
Balance of contract	\$86,957.63	\$81,245.75	\$72,337.13	\$71,467.34	\$69,118.47	\$59,446.72	\$56,734.01

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Invoice #8 October-05	Invoice #9 November-05	Invoice #10 December-05	Invoice #11 January-06	Invoice #12 February-06	Invoice #13 April-06
\$6,762.50	\$2,317.50	\$2,085.00	\$2,852.50	\$4,157.50	\$646.25
\$22,570.63	\$4,127.60	\$187.20	\$0.00	\$0.00	\$11.69
\$0.00	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00
\$29,333.13	\$6,445.10	\$2,272.20	\$2,852.50	\$4,162.50	\$657.94
\$1,466.66	\$322.26	\$113.61	\$142.63	\$208.13	\$32.90
\$27,866.47	\$6,122.85	\$2,158.59	\$2,709.88	\$3,954.38	\$625.04
\$22,570.63	\$4,127.60	\$187.20	\$0.00	\$0.00	\$11.69
\$22,494.78	\$4,127.60	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$61.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$14.55	\$0.00	\$11.20	\$0.00	\$0.00	\$5.70
\$0.00	\$0.00	\$176.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.99
\$61,132.46	\$67,255.31	\$69,413.90	\$72,123.77	\$76,078.15	\$76,703.19
\$28,867.54	\$22,744.69	\$20,586.10	\$17,876.23	\$13,921.85	\$13,296.81

Tunheim Partners

Public Relations • Corporate Consulting • Public Affairs

1100 Riverview Tower
8009 34th Avenue South
Minneapolis, MN 55425-1661
952.851.1600
952.851.1610 FAX
www.tunheimpartners.com

May 5, 2006

Kathryn DeSpiegelaere, Director
Ramsey County Regional Railroad Authority
50 West Kellogg Boulevard
Suite 665
St. Paul, Minnesota 55102

Dear Kathy:

It was nice to see you at the Post Office Partnership meeting earlier this week.

Enclosed is an invoice in the amount of \$657.94 for professional services and expenses through April 30, 2006.

As always, thank you for the opportunity to continue working with you. Please don't hesitate to call with questions.

Sincerely,



Heather Peterson
Account Supervisor
Tunheim Partners, Inc.

Attachment: invoice - gave to Kris

Invoice

Tunheim Partners

Public Relations • Corporate Consulting • Public Affairs

1100 Riverview Tower
8009 34th Avenue South
Minneapolis, MN 55425-1661
952.851.1600
952.851.1610 FAX
www.tunheimpartners.com

ATTN: Kathryn DeSpiegelaere
Ramsey County Regional Railroad Authority
50 West Kellogg Blvd.
Suite 665
St. Paul, MN 55102

INVOICE NO: 03765

DATE: April 30, 2006

or Services provided March 1 - April 30, 2006

JOB RCR1-0002

Out of pocket expenses

vendor

Ground Transportation / Parking
Postage

	amount
\$	5.70
	5.99
\$	11.69

JOB RCR1-0200

Account Management

Andrew, Mark	Senior Vice President	0.75	\$	250.00	\$	187.50
Peterson, Heather	Account Supervisor	0.00	\$	185.00	\$	-
subtotals		0.75			\$	187.50

JOB RCR1-0400

Team Meetings

Andrew, Mark	Senior Vice President	0.00	\$	250.00	\$	-
Peterson, Heather	Account Supervisor	0.25	\$	170.00	\$	42.50
subtotals		0.25			\$	42.50

JOB RCR1-0600

Media Relations

Andrew, Mark	Senior Vice President	0.00	\$	250.00	\$	-
Peterson, Heather	Account Supervisor	0.75	\$	185.00	\$	138.75
subtotals		0.75			\$	138.75

JOB RCR1-0700

Client Meetings

Andrew, Mark	Senior Vice President	0.00	\$	250.00	\$	-
Peterson, Heather	Account Supervisor	1.50	\$	185.00	\$	277.50
subtotals		1.50			\$	277.50

TOTAL AMOUNT DUE -- NET 15 DAYS

=====

\$	657.94
----	--------

=====

8

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Desjardins
Authorized Signature

6/15/06
Date

Board Action Requested

Ratify Final Payment, Partial Payment No. 19 in the amount of \$4,993.38 to LTK Engineering Services, Inc. for consulting services on the Union Depot study project.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution ratifying final payment
 - 2) Accounts Payable forms and Partial Payment No. 19
 - 3) LTK Engineering Services Invoice No. 19 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 27, 2006
Board Date

Angelique Taylor
Signature

6/21/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

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

WHEREAS, LTK Engineering Services, Inc. has satisfactorily completed their work identified in the referenced agreement, and is requesting release of retainage held on this agreement; and

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

WHEREAS, LTK Engineering Services, Inc. Invoice No. 19, Final Payment, Partial Payment No. 19 in the amount of \$4,993.38, attachments thereto, provide the correct documentation of payments due LTK Engineering Services; Now, Therefore Be It

RESOLVED, Final Payment to LTK Engineering Services in the amount of \$4,993.38 is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

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Business Unit: RRA
Voucher ID: 00003796

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date: 05.Jun.2006
Run Time: 12:46:48 PM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
05.Jun.2006	Finalpayment(19)	30.May.2006	0000101563	LTK ENGINEERING SERVICES, INC.	ONL	LONGHEKR P		05.Jun.2006	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$4,993.38	\$0.00	100 W BUTLER AVE			AMBLER	PA	19002		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000928	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
1	Analysis of St. Paul Unio Depo	\$4,993.38		\$4,993.38		Y Y Y N	RRA	0000000304	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	425101	12501	150112	00000				2003			\$4,993.38			N

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

Payment Comments-Check Stub

Project No. C3161, dated 5/30/06

Release of Retainage on Union Depot Analysis agreement, dated 5/15/03

Voucher 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. Delpeigelaes

Date

6/6/06

W

Ramsey County Purchase Order

Regional Rail Authority

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

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

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

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

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

Tax Exempt? Y Tax Exempt ID: 9999999999999999

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

Mfg ID

Item Total 100,000.00

Total PO Amount 100,000.00

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

Unauthorized

4

LTK - Union Depot Analysis							
	Invoice #1	Invoice #2	Invoice #3	Invoice #4	Invoice #5	Invoice #6	Invoice #7
LABOR	\$1,837.50	\$6,340.00	\$9,513.00	\$21,644.50	\$0.00	\$528.00	\$528.00
TOTAL LABOR	\$1,837.50	\$6,340.00	\$9,513.00	\$21,644.50	\$0.00	\$528.00	\$528.00
SUB TOTAL LABOR	\$1,837.50	\$6,340.00	\$9,513.00	\$21,644.50	\$0.00	\$528.00	\$528.00
DIRECT COSTS	\$11.53	\$2,079.33	\$11,145.47	\$18,520.64	\$2,317.41	\$0.00	\$4,277.27
ADJUSTMENTS	\$0.00	\$0.00	\$929.61	\$6,123.81	\$0.00	\$0.00	\$1,712.90
TOTAL INVOICE	\$1,849.03	\$8,419.33	\$19,728.86	\$34,041.33	\$2,317.41	\$528.00	\$3,092.37
RETAINAGE (5%)		\$420.97	\$1,078.89	\$1,702.07	\$115.87	\$26.40	\$154.62
NET PAY INVOICE	\$1,849.03	\$7,998.36	\$18,649.97	\$32,339.26	\$2,201.54	\$501.60	\$2,937.75
Subsistence		\$497.60	\$741.37	\$656.75			\$441.96
Non-Local Transport		\$1,443.50	\$2,469.00	\$1,749.00			\$791.50
Local Transportation		\$108.20	\$928.54	\$205.20			\$164.44
Vehicle Rental							
Shipping Charges	\$11.53	\$25.53		\$35.55			
Communications		\$4.50		\$9.61			
Printing and Reprod			\$43.38	\$492.09			
Contract Labor							
Misc Field Supplies							
Professional Services			\$6,963.18	\$15,372.44	\$2,317.41		\$2,879.37
Equipment Rental							
Miscellan Supplies							
Other							
Total - Direct Costs	\$11.53	\$2,079.33	\$11,145.47	\$18,520.64	\$2,317.41	\$0.00	\$4,277.27
Total Contract Paid	\$1,849.03	\$9,847.39	\$28,497.36	\$60,836.63	\$63,038.17	\$63,539.77	\$66,477.52
Balance of Contract	\$98,150.97	\$90,152.61	\$71,502.64	\$39,163.37	\$36,961.83	\$36,460.23	\$33,522.48

5

Invoice #8	Invoice #9	Invoice #10	Invoice #11	Invoice #12	Invoice #13	Invoice #14	Invoice #15	Invoice #16
\$2,640.00	\$0.00	\$73.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$2,640.00	\$0.00	\$73.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$2,640.00	\$0.00	\$73.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$574.16	\$953.41	\$654.00	\$6,337.14	\$1,392.48	\$834.49	\$254.28	\$372.92	\$9,559.43
\$1,395.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$1,819.00	\$953.41	\$727.00	\$6,337.14	\$1,392.48	\$834.49	\$254.28	\$372.92	\$9,559.43
\$90.95	\$47.67	\$36.35	\$316.86	\$69.62	\$41.72	\$12.71	\$18.65	\$477.97
\$1,728.05	\$905.74	\$690.65	\$6,020.28	\$1,322.86	\$792.77	\$241.57	\$354.27	\$9,081.46
\$226.09								
\$348.07								
	\$953.41	\$654.00	\$6,337.14	\$1,392.48	\$834.49	\$254.28	\$372.92	\$9,559.43
\$574.16	\$953.41	\$654.00	\$6,337.14	\$1,392.48	\$834.49	\$254.28	\$372.92	\$9,559.43
\$68,205.57	\$69,111.31	\$69,801.96	\$75,822.24	\$77,145.10	\$77,937.86	\$78,179.43	\$78,533.70	\$87,615.16
\$31,794.43	\$30,888.69	\$30,198.04	\$24,177.76	\$22,854.90	\$22,062.14	\$21,820.57	\$21,466.30	\$12,384.84

Invoice #17	Invoice #18	Invoice #19
\$0.00	\$11,310.50	\$0.00
\$0.00	\$11,310.50	\$0.00
\$0.00	\$11,310.50	\$0.00
\$568.00	\$0.00	\$0.00
\$0.00	\$4,237.23	\$4,993.38
\$568.00	\$7,073.27	\$4,993.38
\$28.40	\$353.66	\$0.00
\$539.60	\$6,719.61	\$4,993.38
\$568.00	\$0.00	\$0.00
\$568.00	\$0.00	\$0.00
\$88,154.76	\$94,874.37	\$99,867.75
\$11,845.24	\$5,125.63	\$132.25

7

LTK

LTK Engineering Services

Member of The Klauder Group

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

May 30, 2006
Project No. C3161

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

RE: Ramsey County - Union Depot Analysis
(Agreement dated 05/13/03 - NTP dated 05/15/03)

Subject: Retainage Release Request

Dear Ms. DeSpiegelaere:

Per your letter to Tom Matoff of LTK Engineering Services dated May 25, 2006, we are requesting the release of our retainage on the above-referenced agreement. We agree that this project ended on May 12, 2004 and that the retainage amount of \$4,993.38 is due to LTK. At your earliest convenience, please release the retainage amount of \$4,993.38.

Your consideration of this request is appreciated. If there is any information that we can provide that will be helpful, please let me know. I can be reached at 215-540-8614.

Sincerely,

LTK ENGINEERING SERVICES

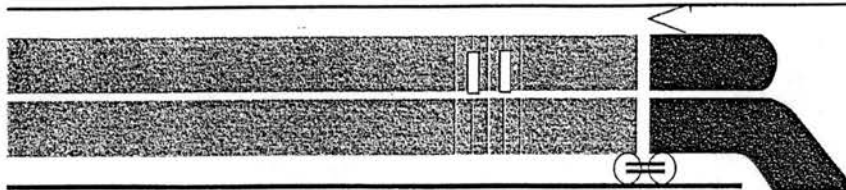
Ronald R. Winterbottom

Ronald R. Winterbottom
Project Administrator

c: T. Matoff
D. Staplin
C. Lawlor
S. Knorr
M. Hoffman

OK (KE)

8



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: Thomas Matoff, LTK Engineering Services
FROM: Kathryn DeSpiegelaere, Director *KA*
DATE: May 25, 2006
SUBJECT: LTK Contract No. LTK-3161 retainage

On May 12, 2004 the above referenced contract expired between LTK Engineering Services (LTK) and Ramsey County Regional Railroad Authority (RCRRA). This contract was for consulting services in connection with the Union Depot analysis.

Our records indicate that there is a balance of \$5,125.63 remaining on this contract, of which \$4,993.38 is retainage. A written request by LTK to the RCRRA is required to release this retainage to LTK. Please send a request to myself to release this retainage, so the contract can be closed.

I have enclosed a spreadsheet of the invoice payments for this contract for your information.

If you have any questions, please contact me at 651-266-2764.

enclosure

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Delapiegelaere
Authorized Signature

6/15/06
Date

Board Action Requested

Ratify Partial Payment No. 4 in the amount of \$5,591.88 to St. Paul Port Authority for negotiation of acquisition of the Post Office buildings in St. Paul through May 23, 2006.

ACTION IS REQUESTED

Request Justification

Ramsey County Regional Railroad Authority has contracted the professional services of St. Paul Port Authority for the purpose of negotiation of acquisition of the Post Office buildings in St. Paul. Partial Payment in the amount of \$5,591.88 for the period of December 1, 2005 through May 23, 2006 will be issued upon approval by the Director of Ramsey County Regional Railroad Authority in accordance with contract provisions and Rail Authority Resolution No. R05-50. Payment documentation is being submitted for ratification in compliance with the latter.

See attached:

1. Proposed resolution ratifying payment
2. Accounts Payable forms and Partial Payment No. 4
3. St. Paul Port Authority Invoice No. 4 and attachments.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 27, 2006
Board Date

Angelique Taylor
Signature

6/21/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional services of St. Paul Port Authority for the negotiation of acquisition of Post Office buildings in St. Paul; and

WHEREAS, St. Paul Port Authority has satisfactorily completed the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued for May 23, 2006; 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. 4, Partial Payment No. 4 in the amount of \$5,591.88 attachments thereto, provide the correct documentation of payments due St. Paul Port Authority for May 23, 2006; Now, Therefore Be It

RESOLVED, Payment to St. Paul Port Authority in the amount of \$5,591.88 for services rendered through May 23, 2006 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

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Business Unit: RRA
Voucher ID: 00003793

VOUCHER
Purchase Order Voucher

Page 1
Run Date: 30.May.2006
Run Time: 11:14:07 AM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
30.May.2006	Invoice No. 4	24.May.2006	0000108945	ST PAUL PORT AUTHORITY	ONL	LONGHEKR P		30.May.2006	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$5,591.88	\$0.00	1900 LANDMARK TOWERS	345 ST PETER STREET		ST PAUL	MN	55102		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000926	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
1	Professional Service	\$5,591.88	918070001	\$5,591.88		Y	Y	Y	N	RRA	0000000476	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421522	12501	150112	00000				2005			\$5,591.88			N
Account Name: Other Professional Services				Department Name: Union Depot Study										

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
2	Professional Service	\$0.00	918070001			Y	Y	Y	N	RRA	0000000476	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421522	12501	150112	00000				2004			\$0.00			N
Account Name: Other Professional Services				Department Name: Union Depot Study										

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Business Unit: RRA
Voucher ID: 00003793

VOUCHER
Purchase Order Voucher

Page No. 2
Run Date 30.May.2006
Run Time 11:14:07 AM

Report ID: RMAP19

Payment Comments-Check Stub

Invoice No. 4, dated 5/24/06
Services performed on the Post Office acquisition for 12/01/05-5/23/06

Voucher 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. Delapue Date 5/30/06

7

Ramsey County Purchase Order

Regional Rail Authority

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

Vendor: 0000108945
ST PAUL PORT AUTHORITY
1900 LANDMARK TOWERS
345 ST PETER STREET
ST PAUL MN 55102
United States

Purchase Order	Date	Revision	Page
RRA - 0000000476	09/26/2005		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	205,862.40	205,862.40	09/26/2005
Mfg ID					<u>Schedule Total</u>	<u>205,862.40</u>
Item Total 918070001						<u>205,862.40</u>
2 - 1	Professional Service	1.00	EA	1,637.60	1,637.60	09/26/2005
Mfg ID					<u>Schedule Total</u>	<u>1,637.60</u>
Item Total 918070001						<u>1,637.60</u>

Contract with St. Paul Port Authority and City of St. Paul to negotiate the acquisition of the Post Office buildings

Total PO Amount 207,500.00

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

5

St. Paul Port Authority Union Depot Invoices

Period of service	Invoice #1 6/20/05-8/31/05	Invoice #2 September-05	Invoice #3 November-05	Invoice #4 May-06
LABOR	\$5,500.00	\$2,125.00	\$2,750.00	\$9,687.50
DIRECT COSTS	\$3,681.11	\$5,660.80	\$37,583.94	\$1,496.25
ADJUSTMENTS	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INVOICE	\$9,181.11	\$7,785.80	\$40,333.94	\$11,183.75
RCRRA Share = 50%	\$4,590.55	\$3,892.90	\$20,166.97	\$5,591.88
NET PAY INVOICE	\$4,590.55	\$3,892.90	\$20,166.97	\$5,591.88
Direct Costs:				
Xact, Inc.	\$621.11	\$0.00	\$0.00	\$0.00
Leonard, Street and Deinard	\$60.00	\$840.00	\$300.00	\$1,496.25
Maxfield Research Contract	\$3,000.00	\$3,100.00	\$4,400.00	\$0.00
Peer Engineering	\$0.00	\$1,720.80	\$6,336.64	\$0.00
Colliers Turley Martin Tucker	\$0.00	\$0.00	\$26,500.00	\$0.00
Shipping	\$0.00	\$0.00	\$47.30	\$0.00
Total Direct Costs	\$3,681.11	\$5,660.80	\$37,583.94	\$1,496.25
Amount spent on contract	\$4,590.55	\$8,483.45	\$28,650.42	\$34,242.30
Balance of contract	\$202,909.45	\$199,016.55	\$178,849.58	\$173,257.71

1900 Landmark Towers
345 St. Peter Street
St. Paul, Minnesota
55102-1661



Tel: 651-224-5686
Fax: 651-223-5198
Toll: 800-328-8417
www.sppa.com

~ INVOICE ~

DATE: February 3, 2006
TO: Kathy DeSpiegelaere
Ramsey County
FROM: William M. Morin *WMM*
SUBJECT: Post Office
(Contract # 12501 1501 1200000 421522)

Please find enclosed an invoice for the period ending, December 2005 and January 2006, as well as an invoice for the months of February through May 23, 2006 indicating the County's 50% share. Attached on the following pages are the details.

Please submit payment to the Port Authority at your earliest convenience.

Thank you.

WMM:ah

cc: Bruce Kessel

1900 Landmark Towers
345 St. Peter Street
St. Paul, Minnesota
55102-1661



Tel: 651-224-5686
Fax: 651-223-5198
Toll: 800-328-8417
www.sppa.com

May 24, 2006

- INVOICE -

Post Office Acquisition

	<u>Budget</u>	<u>Current Billing</u>	<u>Project Total Billings</u>
Port Authority	\$ 90,000	\$ 9,687.50	\$ 20,063.50
Legal	\$ 100,000	1,496.25	2,696.25
Appraisals	\$ 25,000	--	26,500.00
Environmental Contractor	\$ 50,000	--	8,057.44
Architect/Engineers	\$ 75,000	--	--
Re-Use Consultant	\$ 15,000	--	10,500.00
Title	\$ 20,000	--	--
Surveyor	\$ 20,000	--	--
Miscellaneous	\$ 20,000	--	668.41
TOTAL	\$ 415,000	\$ 11,183.75	\$ 68,485.60
		X 50%	
Amount Due (by County)		\$ 5,591.88	

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

6

REGIONAL RAILROAD AUTHORITY

K. Delapieda
Authorized Signature

6/15/06
Date

Board Action Requested

Ratify payment in the amount of \$90,000 to the City of St. Paul for Ramsey County Regional Railroad Authority's share in hiring of a consultant as part of the traffic and transit capacity analysis of the Snelling-University area.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution ratifying payment
 - 2) Accounts Payable forms
 - 3) City of St. Paul Invoice No. 093856 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 27, 2006
Board Date

Angelique Taylor
Signature

6/21/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The City of St. Paul, the Minnesota Department of Transportation, Ramsey County, and the Ramsey County Regional Railroad Authority have agreed to jointly fund a study of the operations of the University and Snelling intersection and adjoining street system given expected traffic volumes, right of way constraints, and the potential new transitway improvements on University Avenue; and

WHEREAS, The Ramsey County Regional Railroad Authority has agreed to fund up to \$100,000 for its share of the study (per RCRRRA Resolution R05-62); and

WHEREAS, The Ramsey County Regional Railroad Authority has agreed to authorize transfer to the City of St. Paul the sum of \$90,000 as contributions to the hiring of a consultant for the performance of duties described in the agreement; Now, Therefore, Be It

RESOLVED, That payment to the City of St. Paul in the amount of \$90,000 for contributions in the hiring of a consultant 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

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Business Unit: RRA
Voucher ID: 00003797

VOUCHER
Purchase Order Voucher

Page No. 1
Run 06.Jun.2006
Run Time 11:27:27 AM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
06.Jun.2006	093856	19.Apr.2006	0000001770	ST PAUL,CITY OF	ONL	LONGHEKR P		06.Jun.2006	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$90,000.00	\$0.00	CM-9739	PO BOX 70870		ST. PAUL	MN	55170-9739		
Handling	Group ID	Sales Tax	Pckp Ord Nbr							
RE	000928	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
1	Professional Service	\$90,000.00	918070001	\$90,000.00		Y Y Y N	RRA	0000000552	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150101	00000				2005			\$90,000.00			N

Account Name: Consulting Services

Department Name: Ramsey Co Reg Rail Auth-RCRRA

Payment Comments-Check Stub

Invoice No. 093856, dated 4/19/06
RCRRA's share for traffic and transit capacity analysis of the Snelling-University area

Voucher 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. O. Spiegle

Date 6/6/06

6

1

I N V O I C E

#093856

CITY OF ST. PAUL

DEPARTMENT OF PUBLIC WORKS
DIVISION OF CAPITAL PROJECTS

I

DATE ISSUED: 04/19/06

S

S

U TO

E

D

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

220 COURT HOUSE

15 WEST KELLOGG BLVD.

SAINT PAUL MN 55102

AMOUNT DUE 90,000.00

DESCRIPTION:RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY'S SHARE OF COST
FOR TRAFFIC AND TRANSIT CAPACITY ANALYSIS OF THE
SNELLING-UNIVERSITY AREA PER COOPERATION AGREEMENT
DATED 12/14/05 - AGREEMENT A85332QUESTIONS REGARDING THIS INVOICE SHOULD BE DIRECTED TO:
ALLEN LOVEJOY

** THIS INVOICE IS DUE AND PAYABLE UPON RECEIPT **

CITY USE ONLY

ACCOUNT NUMBER	REFER#	AMOUNT
C05*2K020*3501*00000		90,000.00

MAKE ALL CHECKS PAYABLE TO: AMOUNT DUE \$90,000.00
THE CITY OF SAINT PAUL

RETURN ONE COPY OF THIS INVOICE WITH YOUR CHECK TO:

CITY OF SAINT PAUL

CM-9739

PO BOX 70870

ST PAUL MN 55170-9739

CHAPTER 96.06 OF THE CITY'S ADMINISTRATIVE CODE PROHIBITS
FURTHER SERVICES, PERMITS OR EXTENSIONS OF ADDITIONAL CREDIT
BY THE CITY UNTIL OVERDUE BILLS ARE PAID OR CANCELLED IN
ACCORDANCE WITH THE PROVISIONS OF THE CHAPTER.

ORIGINAL

4

Ramsey County Purchase Order

Regional Rail Authority

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

Vendor: 0000001770
ST PAUL,CITY OF
CM-9739
PO BOX 70870
ST. PAUL MN 55170-9739
United States

OPEN

Purchase Order	Date	Revision	Page
RRA - 0000000552	05/27/2006		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? N Tax Exempt ID:

Line-Schd Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Professional Service	1.00	EA	100,000.00	100,000.00	05/27/2006
Schedule Total					100,000.00	
Item Total 918070001					100,000.00	

Mfg ID

Contract between RCRRA, City of St. Paul and St. Paul Port Authority for work on the Snelling/University Avenue Intersection

Total PO Amount 100,000.00

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

Unauthorized

5

Requisition

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

Business Unit: RRA		APPROVED
Req ID:	Date	Page
0000000028	10/06/2005	1
Requestor		
Longhenry, Kristine		USD
Requestor Signature		

Line-SchdItem	Description	Mfg ID	Quantity	UOM	Price	Extended Amt	Due Date
1 - 1	Traffic and Transit Capacity Analysis		1.00	EA	100,000.00	100,000.00	10/06/2005

Buyer:

Feuerherm, Susan

Vendor:

Vendor Item:

Snelling/University Traffic and Transit Capacity Analysis contract between Ramsey County, Ramsey County Regional Railroad Authority, City of St. Paul and Mn/DOT. Contract not fully executed as of yet.

Line Total: 100,000.00

Total Requisition Amount 100,000.00

Snelling/University Traffic and Transit Capacity Analysis agreement between Ramsey County, Ramsey County Regional Railroad Authority, City of St. Paul and Mn/DOT. Contract not fully executed as of yet.

Approval Signature	Approval Signature	Approval Signature
--------------------	--------------------	--------------------

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

7

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K DeSpiegelaere
Authorized Signature

6/15/06
Date

Board Action Requested

Approve LNE029 with Wanless Construction and authorize Chair to execute the lease.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed Resolution
2. Memorandum from Kathy DeSpiegelaere, dated 6/13/06
3. Proposed contract.

Budgeting and Accounting

Kathleen Alb

County Attorney

Wilma Miller

Risk Management

Documentation certified complete for:

June 27, 2006
Board Date

Angelique Taylor
Signature

6/21/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 27, 2006 No.: _____

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, Ramsey County Regional Railroad Authority and Wanless Construction Company entered into lease LNE024 in 1995 for parking and storage purposes, and for the location of a portion of a building at 1840 English Street in Maplewood, which expired in 2005; and

WHEREAS, Wanless Construction Company has a continued desire to lease the 23,737 square feet in Maplewood from Ramsey County Regional Railroad Authority; Now, Therefore Be It

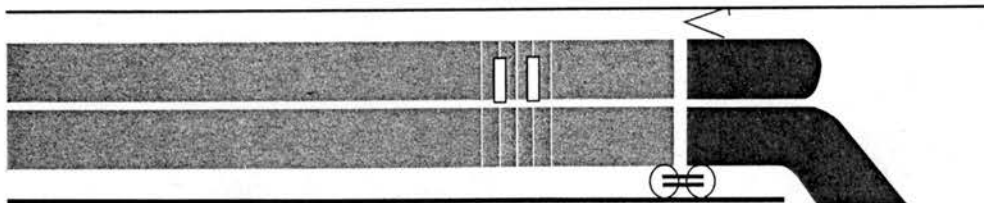
RESOLVED, The Ramsey County Regional Railroad Authority approves Lease 029 with Wanless Construction Company for the continued use of parking and storage purposes, and for the location of a portion of a building at 1840 English Street, and authorizes the Chair to sign the Lease.

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 *ZP*

Subject: Approval of Lease 029 with Wanless Construction Company in
Maplewood

Date: June 13, 2006

Background

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRA from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line. Several existing agreements were part of the BN purchase. RCRRA converted one of these to a lease with Wanless Construction Company. The Wanless lease expired in 2005, and staff has negotiated a new lease, rent, and term.

Lease Area

Wanless Construction Company is located at 1840 English Street, just south of Frost and English in Maplewood. While most of the RCRRA right of way purchased from BN is 65-100 feet wide and now hosts the Bruce Vento Trail, this area of the Wanless lease is irregularly shaped (see the aerial photo of the leased area). Wanless has leased and continues to lease 23,737 square feet for parking and storage purposes, and for the location of a portion of a building.

Permit Specifics

The proposed lease between RCRRA and Wanless is attached. Some highlights of the lease are:

- Rent is \$4,580 per year (former rent is \$1,500/yr). This figure represents 8 percent of the assessed value of the leased right of way as determined by Ramsey County Property Records and Revenue less real estate taxes and assessments.
- The term of the lease is five years with three five year renewal options; rent is to be renegotiated at the beginning of each renewal option.

- There is a termination clause in the lease which enables either party to terminate the lease for any reason with thirty days advice notice in writing.
- Wanless will indemnify and hold harmless RCRRA for any and all claims as a result of their use of the leased premises.

Recommendation:

Consider approving the lease with Wanless and authorize the Chair to sign.

Attachment

- Aerial photo of the leased area
- Lease between RCRRA and Wanless

LNE029



- Selected Features
- Municipalities
- Road Centerlines (County)
- Interstate Hwy
- State Hwy
- County Road
- Roads
- Water
- Structures
- Parcels
- Highway Shields
- Street Name Labels

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

SOURCES: Ramsey County (May 4, 2006), The Lawrence Group: May 4, 2006 for County parcel and property records data; May 2006 for commercial and residential data; April 8, 2003 for color aerial imagery; All other

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LEASE

THIS LEASE AGREEMENT, made this _____ day of _____, 2006, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and Raymond C. Wanless, d/b/a Wanless Construction Company, party of the second part (hereinafter referred to as "Wanless").

WITNESSETH:

WHEREAS, on December 27, 1992, Burlington Northern Railroad Company transferred to RCRRA all of its rights, title, and interest in and to its former St. Paul to Maplewood branch line right of way, now abandoned, as evidenced by Quit Claim Deed on file and of record in the office of the Ramsey County Recorder as document number 2693267; and

WHEREAS, a portion of the property conveyed to RCRRA is occupied by a building owned by Wanless (hereinafter the "building"), which has been placed partially on the RCRRA property and partially on adjoining land owned by Wanless, as shown on Exhibit A hereto; and

WHEREAS, other RCRRA-owned property in the vicinity of the building has been fenced and is occupied by Wanless for the storage of equipment and parking of vehicles; and

WHEREAS, a lease was executed between RCRRA and Wanless in 1995 (LNE024); and

WHEREAS, the term of lease LNE024 expired on or about September 12, 2005; and

WHEREAS, it is the desire of RCRRA and Wanless to enter into a new lease arrangement to provide for a specific term of tenancy,

NOW, THEREFORE, it is agreed as follows:

1. **Leased Premises.** RCRRA, in consideration of the rents and covenants hereinafter mentioned, does hereby lease unto Wanless, and Wanless does hereby take from RCRRA, the premises situated in the City of Maplewood, County of Ramsey, and State of Minnesota, described as follows:

All of Lot 3, Block 4, "Gladstone, Ramsey County, Minnesota," along with that part of Lots 4, 5, 6, and 7, Block 4, "Gladstone, Ramsey County, Minnesota," lying northeasterly of the following described line:

Beginning at a point on the north line of said Lot 4 distant 29.0 feet east of the northwest corner of said Lot 4, thence southeasterly along a 16 degree curve, concave to the southwest, having a radius of 359.26 feet, to a point on the east line of said Lot 7 distant 5.00 feet north of the southeast corner of said Lot 7,

together with that part of the vacated Ridge Street lying south of the easterly extension of the north line of said Lot 3 and lying north of a line parallel with and 5 feet north of the easterly extension of the south line of said Lot 7,

consisting of 23,737 square feet, more or less,

As shown in yellow on Exhibit A attached hereto, incorporated by reference and hereby made a part of this lease agreement (hereinafter referred to as the "leased premises").

2. **Use.** The leased premises shall be for the use of Wanless, its agents, tenants, officers, employees, and invitees for parking and storage purposes, and for the location of a portion of the building, and shall be limited to these specified uses. Wanless will make no alterations, additions, or improvements to the leased premises or modify the use or purpose of the leased premises without the prior written consent of RCRRA.

Wanless shall keep the leased premises free of any explosive, flammable, or combustible material which would increase the risk of fire, except such materials which are necessary for the operation of Wanless's business, shall not handle or store any potentially dangerous or toxic materials, and shall not permit the accumulation of junk, debris, or other hazardous materials.

3. **Term.** The Term of this lease agreement shall be five (5) years, beginning on the _____ day of _____, 2006, and terminating on the 31st day of December 2011, unless terminated earlier as provided in this lease.
4. **Renewal Options.** Wanless shall have, and is hereby granted, three (3) options to renew the Term (each an "**Option**") for an additional period of five (5) years (each an "**Option Term**"). Each Option Term shall follow consecutively upon the expiration of the Term (or immediately preceding Option Term, as the case may be) and shall be otherwise upon the same terms and conditions contained in this Agreement. Each Option shall be exercised by Wanless, if at all, by giving written notice to RCRRA not less than 30 days prior to the date of expiration of the then-running Term or Option

Term, as the case may be. Except as otherwise provided herein, the terms and conditions of this lease agreement shall apply to any Option Term.

5. **Surrender.** At the expiration of the Term or final Option Term, or the earlier termination of this agreement, Wanless will remove all property and improvements not owned by RCRRA from the leased premises, regardless of who made them, and will quietly yield and surrender the leased premises to RCRRA in as good a condition as when it took them, or an improved condition said premises were later put in by RCRRA or Wanless, normal wear and tear and damage from the elements excepted. If Wanless shall fail to remove all property and improvements not owned by RCRRA from the leased premises within the thirty (30) day time limit, its right to do so shall cease at the option of RCRRA, and Wanless's title to any such property or improvements shall be forfeited and the same shall belong to RCRRA; or, in such case, if RCRRA so elects, it may, at any time after the termination, tear down and/or remove any or all property and improvements at the expense of Wanless without any liability for damages. Wanless shall thereupon promptly reimburse RCRRA for all expenses incurred by it in such removal.
6. **Termination.** Notwithstanding the provisions of paragraph 3 hereof, either party may terminate this lease agreement for any reason, with or without cause, upon thirty (30) days advance notice in writing to the other party. The thirty (30) days shall begin to run from the date such notice is deposited in the United States Mail, if mailed, or on the date such notice is delivered to the parties identified in paragraph 20 hereof, if delivery is effectuated by means other than United States Mail.
7. **Rent.** Wanless shall pay to RCRRA rent for the leased premises, due and payable in advance and as follows:
 - a. An amount upon execution hereof representing the prorated rental for the period from the date of commencement hereof through December 31, 2006, using annualized rent of \$4,580;
 - b. For each subsequent calendar year (a "**Rental Year**"), the full Rent on or before January 1 of such Rental Year. The annual rent for the remainder of the term shall be \$4,580;
 - c. For each Rental Year during an Option Term (each an "**Option Year**"), the full Rent (as shall be reasonably determined and adjusted by the RCRRA in accordance with market conditions) on or before January 1 of such Option Year. The RCRRA shall notify Wanless, in writing, of the rent to be paid during each Option Term at least ninety (90) days prior to the expiration of the Term or, as the case may be, the Option Term in effect at the time. Should the Term of this lease agreement or any Option Term terminate on a day other than the last day of a calendar year, the rent payable during that year shall be adjusted on a pro-rata basis.

8. **Utilities, services, and taxes.** Wanless shall be responsible for all costs for water, sewer, and electricity and any other utilities used, consumed, or wasted in connection with the leased premises, and any other services provided to the leased premises, including, but not limited to, waste or trash removal and snow plowing.

Wanless shall be responsible for all real estate and/or personal property taxes, or payments in lieu thereof, and special assessments arising from Wanless's use of the leased premises pursuant to this lease agreement.

9. **Maintenance and repairs.** Wanless accepts the leased premises in the "AS IS" condition without any obligation on the part of RCRRA to make any changes, removals, repairs, or improvements thereto. At all times during its occupancy of the leased premises, Wanless shall be responsible to keep the leased premises in a good, clean, and safe condition, to maintain any fixtures, improvements, and equipment thereon, and to use reasonable precaution to prevent waste, damage, or injury from occurring, all at Wanless's sole cost and expense.

Wanless shall keep the leased premises free of any and all mechanic's, materialmen's, and other liens arising out of any work, labor done, services performed, or materials furnished for Wanless or claimed to have been so furnished during the term of this lease agreement. Wanless agrees to reimburse RCRRA for the costs of repairs to the leased premises necessitated by Wanless's misuse or abuse of said premises.

RCRRA shall not be liable to Wanless or those claiming by, through, or under Wanless for any injury, death, or property damage occurring in, on, or about the leased premises. Without limitations of the foregoing, RCRRA shall not be liable for any loss or damage which may be sustained by Wanless or others by reason of the freezing, bursting, overflowing, or defect of any water, sewer, gas or steam pipes, closets, or sinks in, about, or adjacent to the leased premises, nor for loss or damage by reason of the present or future condition of repair of the leased premises, or for loss or damage arising from the acts or omissions of Wanless or other tenants or occupants.

10. **Indemnification.** Wanless hereby agrees to defend and does hereby indemnify and hold harmless RCRRA, its commissioners, officers, agents, and employees from and against any and all claims, proceedings, actions, or causes of action, lawsuits, judgments, losses, damages, whether direct, indirect, or otherwise, costs and expenses, including reasonable attorney's fees, related to or arising out of Wanless's use of the leased premises pursuant to this lease agreement.
11. **Insurance.** In order to protect itself, as well as RCRRA under the indemnification provisions hereinabove set forth in paragraph 8, Wanless

agrees to purchase and maintain in force, at all times during the term of this lease agreement, the following minimum insurance coverages applicable to the leased premises, affiliated activities, and/or this lease agreement, and to comply with all provisions noted:

a. Fire and All-Risk Property Insurance

Coverage shall be written on a replacement cost basis for the buildings located on the leased premises, and any personal property of Wanless at such buildings and/or the leased premises. RCRRA shall be added as an additional insured under the policy as its interests may appear.

Waiver of Subrogation

Wanless hereby waives against RCRRA any and all rights of recovery for any loss or damage, including consequential loss or damage, caused by any peril or perils covered under their respective property policies. Certificates of insurance shall indicate that this waiver has been included on Wanless's policy.

b. General Liability Insurance

OPTION 1: Commercial General Liability Insurance

Minimum limits:

\$ 600,000 each event limit
\$1,000,000 general aggregate
\$1,000,000 products/completed operations total limit
\$ 600,000 personal injury & advertising liability

The policy is to be written on an occurrence basis or as acceptable to the Ramsey County Risk Manager. Certificates of Insurance must indicate if the policy is issued on a claims-made or occurrence basis.

OPTION 2: Comprehensive General Liability Insurance

Minimum limits:

\$ 750,000 per occurrence
\$1,000,000 aggregate

The following coverages must be specifically insured and certified with no internal sublimits:

- a. Premises and Operations
- b. Independent Contractor's Contingent Liability
- c. Products/Completed Operations
- d. Contractual Liability – either specifically naming this lease agreement or on a blanket basis
- e. "X, C, U" Hazard Liability (if applicable)
- f. Personal Injury Liability – Including claims related to employment and coverages a through e
- g. Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion.

Under both options 1 and 2, RCRRA, its officials and employees shall be added as additional insureds with a cross liability/cross suits clause for the protection of RCRRA.

c. Automobile Liability Insurance

Minimum limit: \$750,000 Combined Single Limit

Coverage shall include: hired, nonowned and owned auto

d. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance shall be as required by law and shall include an all states or universal endorsement.

Employer's liability minimum limits:

\$ 500,000 per accident

\$ 500,000 per employee

\$ 500,000 per disease policy limit

- e. All certificates of insurance shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Bests' rating for the insurer shall be noted on the certificate, and shall not be less than a B+. On the certificate, the agent shall certify whether or not he/she has errors and omissions coverage.
- f. All certificates of insurance shall provide that the insurance company shall give thirty (30) days written notice to both Wanless and RCRRA of cancellation, non-renewal, or any material changes in the policy and certificates of insurance.
- g. Paragraphs 11.A. through 11.F. establish minimum insurance requirements, and it is the sole responsibility of Wanless to purchase and maintain additional insurance that may be necessary in connection with this lease agreement.

- h. Nothing in this lease agreement shall constitute a waiver by RCRRA of any statutory limits or exceptions on liability.
 - i. All insurance policies shall be open to inspection by RCRRA and copies of all policies shall be submitted to RCRRA upon written request.
12. **Hazardous materials.** Without the prior written consent of RCRRA, which consent may be granted or withheld in the absolute discretion of RCRRA, Wanless shall not cause or permit to be brought upon or kept or used in, on, or about the Premises by Wanless, its employees, agents, contractors or invitees any toxic or hazardous material, substance or waste or any other material which may adversely affect the environment or the health and safety of any person or persons. Without limiting the indemnification obligations of Wanless under paragraph 10 hereof, if the presence of any such materials, substance or waste caused or permitted by Wanless, its employees, agents, contractors, or invitees results in any contamination of the premises, then Wanless shall promptly take all actions, at its sole expense, as are necessary to return the premises to the condition existing prior to the introduction of any such material, substance or waste to the premises, provided that RCRRA's approval of such shall first be obtained. If any particular cleanup methods or procedures are ordered by the Minnesota Pollution Control Agency, the Environmental Protection Agency, or any other governmental agency, such methods or procedures are deemed to be approved by the RCRRA by this agreement and prior approval is not necessary.

RCRRA shall have the right, but not the duty, to enter upon the leased premises from time to time as set forth below, to inspect the leased premises for environmental contamination and hazardous materials, and in the course thereof to conduct soil and groundwater testing. RCRRA may enter the leased premises during Wanless's regular business hours without prior notice, and may enter the leased premises during periods other than regular business hours either with the prior written consent of Wanless or without it if RCRRA reasonably believes that an emergency exists on the leased premises. RCRRA shall conduct any such inspections or testing so as to minimize interference with Wanless's business operations. RCRRA's entry on the leased premises pursuant to this paragraph shall not relieve Wanless's obligation to pay rent under the lease agreement.

At the request of RCRRA, upon the termination of this lease agreement, or during the term hereof, Wanless shall pay for the services of a state-approved contractor to sample what appears to be any visibly contaminated areas of the leased premises. For any contaminated areas, Wanless's contractor shall provide remediation recommendations to RCRRA, and shall perform remediation to the satisfaction of RCRRA. Copies of the results shall be forwarded to RCRRA by Wanless to ensure that the leased premises are returned to RCRRA reasonably free of pollution and in compliance with all

applicable state and federal laws and regulations. The provisions of this paragraph shall survive the termination of this lease agreement.

13. **Default.** In the event of a breach or default of any term, condition, or covenant of this lease agreement by Wanless, Wanless shall be entitled to a thirty (30) day written notice specifying the nature of the default. In the event the default is not corrected within the said thirty (30) day period, or a cure commenced for the default requiring more than thirty (30) days to cure with Wanless diligently pursuing correction, RCRRA may terminate this lease agreement immediately and re-enter the leased premises and take possession thereof, and use any reasonable or necessary lawful force for regaining possession, whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of thirty (30) days' notice.
14. **Remedies cumulative.** All remedies hereinbefore and hereafter conferred on RCRRA and Wanless shall be deemed cumulative and not one exclusive of the other, or of any other remedy conferred by law or in equity. The failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this lease agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. Receipt by RCRRA of rent due hereunder with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver by Wanless or RCRRA of any of the provisions of this lease agreement shall be deemed to have been made, unless expressed in writing and signed by the party expressing such waiver.
15. **Assignment and subletting.** Wanless shall not transfer, assign, sublet, mortgage, pledge, subordinate, or otherwise convey its interest in this lease agreement, the leased premises, or any part thereof to any other party without the prior written consent of RCRRA, its successors or assigns. The granting or withholding of such consent is solely within the discretion of RCRRA and may be subject to any additional conditions that RCRRA feels appropriate.
16. **Condemnation.** If all or any part of the leased premises is subjected to taking under eminent domain laws, this lease agreement shall terminate from the time possession is taken by the condemning entity, with prepaid rental prorated. Wanless agrees that it is not entitled to, and hereby disclaims, any award made for such taking, excepting only an award issued solely and expressly to compensate for the taking of personal property owned or constructed by Wanless.
17. **Compliance with laws, ordinances, and rules.** Wanless agrees to comply with all laws, ordinances, fire codes, and other regulations of federal, state, municipal, and local government agencies as they apply to its occupancy of

the leased premises and/or the business it transacts on the leased premises. Wanless shall also comply with any reasonable rules adopted by RCRRA for the safety, care, and cleanliness of the leased premises and for the preservation of good order therein. Wanless shall not permit the existence of any nuisance on the leased premises.

18. **Right of entry.** RCRRA may enter the leased premise at any time to examine, inspect, or protect the leased premises and to make alterations, renovations, or repairs.
19. **Non-exclusivity.** This lease agreement is non-exclusive and the rights herein granted are subject to the outstanding rights of others to occupy the leased premises, including, without limitation, poles, wires, pipelines, water lines, and sewers that exist or may be placed upon, across, above, or underneath the leased premises by RCRRA, its employees, agents, licensees, and representatives or invitees. RCRRA reserves unto itself the right to place additional poles, wires, pipelines, water lines, sewers, or other improvements upon, across, above, or underneath the leased premises, without payment of any sum to Wanless for any damage occasioned thereby, and agrees that any such additional placements shall be conducted in a manner as to not unreasonably interfere with Wanless's operations thereon.
20. **Relationship of the parties.** Nothing contained in this lease agreement shall be deemed or construed by the parties hereto or by a third party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between RCRRA and Wanless, it being expressly understood and agreed that neither any provision contained in this lease agreement, nor any act or acts of the parties hereto, shall be deemed to create any relationship between RCRRA and Wanless other than the relationship of landlord and tenant.
21. **Amendments.** There are no understandings or agreements not incorporated into this lease agreement. All amendments, waivers, alterations, or modifications to this lease agreement shall be only upon mutual agreement of the parties hereto, evidenced in writing and signed by the parties, and incorporated into this lease agreement by reference.
22. **Notices.** Written notices required under this agreement shall be directed as follows:

RCRRA: Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
RE: LNE027

Wanless: Wanless Lumber Mart, Inc.
1870 English Street
Maplewood, MN 55109-4315

23. **Counterparts.** This lease agreement is executed in three (3) counterparts, each of which shall constitute the same agreement.
24. **Headings.** The paragraph headings contained in this lease agreement are for convenience only and shall not be used in interpreting this lease agreement.
25. **Other conditions.** Any fencing, which may be installed along the boundaries of the leased premises by Wanless, shall be and shall always remain the property of Wanless, and shall not be considered part of the real property of RCRRA on which the leased premises are located.
26. **Parties bound.** This lease agreement shall inure to and bind the successors and assigns of the parties hereto. The signatories below each affirm that they have the legal authority to execute this instrument on behalf of the named parties and bind said parties to the covenants and conditions herein.
27. **Mechanic's Liens.** Wanless shall keep the leased premises free from any mechanics', materialmens', contractors', or other liens arising from, or any claims for damages growing out of, any work performed, materials furnished or obligations incurred by or on behalf of Wanless. If such lien is filed against the leased premises or any portion thereof as a result of work performed, materials furnished, or obligations incurred by or on behalf of Wanless, Wanless, at its sole cost and expense, shall cause such lien to be removed within five (5) calendar days after Wanless becomes aware of the filing of such lien. Wanless hereby agrees to defend and indemnify RCRRA and to hold the RCRRA harmless from and against any such lien or claim or action thereon, and shall reimburse the RCRRA, as additional rent, for the RCRRA's costs of suit and all attorneys' fees and costs incurred in connection with the removal of any such lie, claim or action. RCRRA hereby reserves the right to post and review notices in accordance with Minn. Stat. Sec. 514.06, as the same may be amended.
28. **Hazardous Substances.** Wanless shall at all times comply with all applicable local, state and federal laws, ordinances, rules, and regulations relating to Hazardous Substances as identified as "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances", or words of similar import or effect, under any applicable local, state or federal laws, rules or regulations, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as it may be amended, 42 U.S.C. 9601 et seq., the Minnesota Environmental Response and Liability Act (MERLA) (2006), as it may be amended, or any other statute,

regulation, or ordinance. Wanless shall not use the leased premises for the storage or disposal of Hazardous Substances except for such activities that are part of Wanless's ordinary business; provided, that such storage or disposal must be conducted in accordance with all applicable laws, ordinances or regulations. If at any time Wanless shall become aware, or have reason to believe, that any Hazardous Substance has been released or has otherwise come to be located on or beneath the leased premises, Wanless shall provide written notice to the RCRRA immediately, and not less than three (3) calendar days, after Wanless becomes so aware. Wanless shall be responsible for and shall defend, indemnify and hold RCRRA harmless from and against all environmental claims or fines, clean up or remediation costs, or any other damages, claims or liabilities, including court costs and reasonable attorneys fees, arising out of or in connection with the generation, storage, release or threatened release, disposal, or other presence of any Hazardous Substances in, on, or about the leased premises during the Term or any Option Term or that Wanless caused or permitted. The indemnification provided by this paragraph shall survive the cancellation or termination of this lease.

IN WITNESS WHEREOF, the parties hereto have signed this lease agreement on the day and year first above written.

Approved as to form and execution:

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

David F. MacMillan *6/12/06*
David F. MacMillan Date
Assistant Ramsey County Attorney

Rafael E. Ortega Date
Chair

K. DeSpegelaere *6/15/06*
Kathryn DeSpegelaere Date
Director

**RAYMOND C. WANLESS,
WANLESS CONSTRUCTION COMPANY**

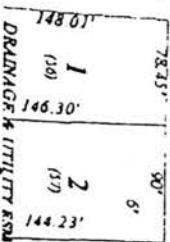
Raymond C. Wanless
Raymond C. Wanless
5-15-06
Date

This instrument was drafted by:
Ramsey County Regional Railroad Authority
Ramsey County Government Center West
50 West Kellogg Boulevard, Suite 665
St. Paul, MN 55102
(651) 266-2760

Exhibit A

A 10x5 grid with a black square at row 3, column 2.

23, 5274



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

8

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

6/15/06
Date

Board Action Requested

Approve extension of contract with City of St. Paul and Mn/DOT for Snelling/University traffic study; authorize Chair to execute the contract.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed Resolution;
 - 2) Memorandum from Kathy DeSpiegelaere, dated June 13, 2006; and
 - 3) Proposed contract amendment.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 27, 2006
Board Date

Angelique Taylor
Signature

6/21/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 27, 2006 No.: _____

WHEREAS, The Central Corridor transitway along University Avenue is an important project for the Ramsey County Regional Railroad Authority, the City of St. Paul, Ramsey County, and the region; and

WHEREAS, The City of St. Paul, the Minnesota Department of Transportation, and the Ramsey County Regional Railroad Authority have executed an agreement to jointly fund a study not to exceed \$200,000 to study the operations of the University and Snelling intersection and adjoining street system given expected traffic volumes, right of way constraints, and the potential new transitway improvements on University Avenue; and

WHEREAS, An Amendment to that Agreement is necessary to extend the termination date from April 30, 2006 to August 1, 2006 at no additional cost; Now, Therefore Be It

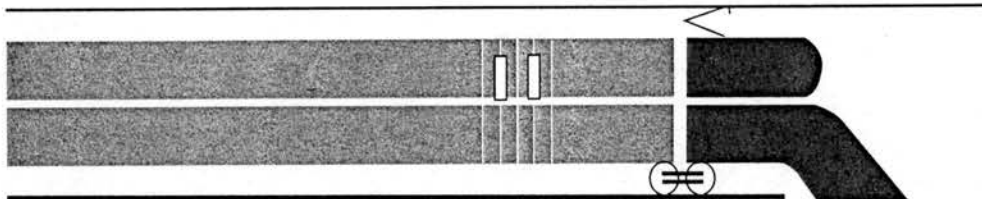
RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to execute the Amendment to the Snelling-University Area Traffic and Transit Analysis Agreement between Minnesota Department of Transportation, the City of St. Paul, and RCRRA.

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 *KD*

Subject: Snelling-University Area Traffic and Transit Study Agreement Amendment

Date: June 13, 2006

In September 2005, you authorized the execution of the Snelling-University Area Traffic and Transit Study Agreement between Ramsey County Regional Railroad Authority (RCRRA), the City of St. Paul, and the Minnesota Department of Transportation. The purpose of this study is to analyze and to optimize the Snelling and University Avenue intersection area given the expected traffic volumes, right of way constraints, and potential new transitway improvements on University Avenue. This contract expired April 30, 2006.

The proposed amendment to the agreement is for time only, not for additional funds, and will terminate August 1, 2006. The consultant to the City to perform the study was hired at a later date than was anticipated when the Agreement was finalized, and will need through August 1 to complete their work.

Requested Action:

Consider authorizing the Chair and Director of the RCRRA to execute the Amendment to the Snelling-University Area Traffic and Transit Analysis Agreement between Minnesota Department of Transportation, the City of St. Paul, and RCRRA, subject to approval by Budget and Accounting and the Ramsey County Attorney's Office.

Attachments

1. Amendment to the Traffic and Transit Capacity Analysis of the Snelling-University Area Agreement
2. Traffic and Transit Capacity Analysis of the Snelling-University Area Agreement

AMENDMENT TO THE
AGREEMENT BETWEEN THE CITY OF SAINT PAUL, RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY AND STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
FOR TRAFFIC AND TRANSIT CAPACITY ANALYSIS OF THE
SNELLING-UNIVERSITY AREA
07-__-2006

THIS AMENDED COOPERATION AGREEMENT ("Amendment"), effective on the date of execution by all parties, is made by and among the City of Saint Paul (the "City"), the Ramsey County Regional Railroad Authority (the "Rail Authority"), and the State of Minnesota, acting through its Commissioner of Transportation ("MnDOT")

WHEREAS, the parties agree that the time specified for completion of the study as set forth in **Section VI, Schedule**, of the above-referenced Agreement, is insufficient through no fault of the Consultant.

NOW, THEREFORE, for mutual valuable consideration, the sufficiency of which has been agreed to by the parties (the Rail Authority, the City and MnDOT) agree to amend Section VI. of the Agreement as follows:

.....The City agrees that all items listed as the responsibility of the City in Section V of the original Agreement shall be completed no later than August 1, 2006. Further the City agrees to reimburse to the Rail Authority, and MnDOT on October 1, 2006, any and all funds plus accrued interest on such funds which have been advanced to the City by the Rail Authority and MnDOT pursuant to this Agreement for items for which the City is responsible and which have not been substantially completed by September 1, 2006.

Except as amended and modified herein, the terms and conditions of Agreement _____ will be deemed to be continuously in force without interruption from February 5 to September 1, 2006.

IN TESTIMONY WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives.

CITY OF SAINT PAUL

By: _____ Dt: _____
Director, Department of Public Works

Approved as to Form: _____
Office of the City Attorney

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

By: _____ Dt: _____
Chair, Regional Rail Authority

By: _____ Dt: _____
Director, Regional Rail Authority

By: _____ Dt: _____
Budgeting and Accounting

Approved as to Form: _____
County Attorney

MINNESOTA DEPARTMENT OF TRANSPORTATION

State Encumbrance Verification

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

Commissioner of Transportation

By: _____
(with delegated authority)

Signed: _____
Date: _____

Title: _____
Date: _____

CFMS Contract No. A- _____

Commissioner of Administration
As delegated to Materials
Management Division

By: _____
Date: _____

Mn/DOT Contract 87941
A85332

**AGREEMENT BETWEEN THE CITY OF SAINT PAUL, RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY AND STATE OF MINNESOTA DEPARTMENT
OF TRANSPORTATION
FOR TRAFFIC AND TRANSIT CAPACITY ANALYSIS OF THE
SNELLING-UNIVERSITY AREA
12-14-05**

THIS COOPERATION AGREEMENT (Agreement), effective on the date of execution by all parties, is made by and among the City of Saint Paul (the "City"), the Ramsey County Regional Railroad Authority (the "Rail Authority"), and the State of Minnesota, acting through its Commissioner of Transportation ("MnDOT")

BACKGROUND RECITALS

1. In 2004, the City studied the traffic capacity for Snelling and University intersection, the Snelling and St. Anthony intersection and the Snelling and Concordia intersection, as well as the likely growth of traffic in the area. The conclusions include that the intersections in their current configuration cannot maintain an adequate level of service of "D" or better (allowing all traffic to clear the intersection in one signal cycle), irrespective of major transit improvements along University Avenue.
2. In June, 2002, the Rail Authority completed the initial draft of the Environmental Impact Statement concerning development of major transit improvements in the "Central Corridor" connecting downtown Saint Paul, the Midway area, the University of Minnesota - Minneapolis Campus and downtown Minneapolis. Since then the Rail Authority has been in negotiations with the Federal Transit Administration (FTA) to obtain approval to proceed with the public hearing phase of the EIS process.
3. In April, 2005, the State of Minnesota included \$5,250,000 in State bonding for the study of University Avenue transit way improvements, thereby heightening the urgency for analyzing capacity potential at University and Snelling. This State money matches the \$5,250,000 already allocated by the Federal Transit Administration (FTA) and is sufficient to do Preliminary Engineering for transit improvements.
4. For the County, City, Rail Authority and MnDOT the critical question is: How do we optimize operation of the University and Snelling intersection and adjoining street system given:
 - a. Expected traffic volumes;
 - b. Right-of-way constraints; and
 - c. Potential new transit way improvements on University Avenue.
5. The parties have passed Resolutions or taken other necessary action authorizing their officials to execute this Cooperation Agreement between and among the parties which contains the following terms and conditions with respect to the Traffic and Transit Capacity Analysis for University and Snelling Project.

AGREEMENT

NOW, THEREFORE, for mutual valuable consideration, the sufficiency of which has been agreed to by the parties, the County, the Rail Authority, the City and MnDOT agree as follows:

5

I.
Purpose

The purpose of this Agreement is to set forth the agreements made among the parties on topics and issues with respect to the planning, engineering, and design of possible capacity improvements to the University and Snelling intersection. This analysis is to be a technical one and not one to achieve political consensus. This agreement will provide for the payment of funds from the Rail Authority and MnDOT to the City to hire an agreed-upon consultant.

II.
General Provisions

- A. Term of Agreement. This Agreement shall be effective on the date of execution by all four parties and shall remain in effect until April 30, 2006 unless otherwise agreed to by the parties.
- B. Insurance. Each party agrees that it will be responsible for its own acts, errors, and omissions and the results thereof to the extent authorized by law, and shall not be responsible for the acts of the other parties and the results thereof. The liability of the City, County and Rail Authority is governed by the provisions of Minnesota Statutes, Chapter 466. MnDOT's liability is governed by Minnesota Statutes §3.736. Each party warrants that it has an adequate self-insurance program in effect.
- C. Employees. All employees of each party and all persons engaged by each Party in the performance of any work or services required or provided for herein to be performed by each party shall not be considered employees of any other party and any and all claims that may or might arise under the Workers Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of any other party.
- D. Applicable Provisions of Law. The Parties shall comply with applicable provisions and requirements of Minnesota state law, and regulations including but not limited to compliance with prevailing wage requirements, federal law and regulations and of any applicable local ordinances, all of which shall be considered a part of this Agreement as though fully set forth herein.
- E. No Discrimination. The City agrees to comply with all applicable laws relating to non-discrimination and affirmative action. In particular, the City agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local rights commission, disability, age, or national origin, and further agrees to take affirmative action so that applicants and employees are treated equally with respect to all aspects of employment and compensation. The City agrees to comply with Minnesota Statutes section 363.03, subdivision 4, regarding non-discrimination in the provision of public services.
- F. Public Data. The City agrees that the reports and any new information that is developed with the assistance of the Consultant is in the public domain and may not be copyrighted.

The City shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, in administering data under this Agreement.

- G. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties. One or more waivers by said party of any provision, term, condition or covenant shall not be construed by the other party as a waiver to a subsequent breach of the same by other parties.
- H. Assignment, Amendments, Waiver and Contract Complete:
- H-1. Assignment. The City may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- H-2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.
- I. Intellectual Property Rights. The parties to this Agreement will jointly own all rights, title and interest in all of the intellectual property rights. The City will include appropriate provisions in its consultant contract to effectuate this intent.
- J. Termination. With written agreement of all parties, the Agreement may be terminated at any time, with or without cause, upon 30 days' written notice to the other parties. Any of the parties may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding sources; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by mailed or fax notice to all other parties. The parties are not obligated to pay for any of the services that are provided after notice and effective date of termination. However, any of the parties will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. None of the parties will be assessed any penalty if the Agreement is terminated because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Any party must provide the other parties notice of the lack of funding within a reasonable time of receiving such notice. In the event this project is cancelled or terminated prior to completion of the Consultant Contract, the County, the Rail Authority and MnDOT will be receive pro-rated refunds from the City based on the percentage of the Consultant Contract completed.

III.

Scope

Definition. For purposes of this Agreement, and for the pending Consultant Contract, Capacity Improvements consist of the following potential elements:

- Widening of Snelling, or University, or both University and Snelling
- Completion of the "ring road" around the intersection
- Grade separation of University Avenue traffic and/or LRT/Busway
- Transportation Demand Management considerations
- Various combinations of the above four.

See Attachment A for the detailed scope of services.

Note: The analysis will not include major redesign of the interchange at Snelling Avenue and Interstate 94.

The consultants will deliver work products to all parties as specified in the Final Consultant Contract.

IV. Responsibilities

Responsibility. The City shall have lead responsibility in the hiring of an appropriate consultant and for administering the contract with the consultant. All four will actively participate in selecting the consultant, reviewing the consultant works, determining the need for any changes in the scope of the contract with the consultant and developing the final report. Representatives from each of the parties will jointly create criteria for selecting a consultant, and developing the RFP. Representatives of each of the parties will collectively meet regularly with the consultant and give the consultant direction in completing the contract tasks and in approving any changes in scope of the consultant's work. Any recommendations resulting from the consultant study are advisory in nature only, and the parties are not bound to implement such recommendations.

V. Financial Plan and Payment

- A. Estimated Budget. The parties agree that the budget estimate for the Consultant Contract is \$200,000. Costs will be apportioned so that the Rail Authority pays 50% and the City and MnDOT each pay 25% of the total costs of the Consultant Contract. Oversight and review staffing by the parties will not count toward the percentage paid nor will such staff costs be reimbursed. The request for proposal for the Consultant Contract will reflect a total consultant cost not to exceed \$180,000. However, that amount may be adjusted jointly by the parties not to exceed \$200,000.
- B. Terms of Payment. No later than 90 calendar days after execution of this Agreement by all parties, or 30 days after receipt of a proper invoice from the City, whichever is later, MnDOT shall transfer to the City the sum of at least \$45,000 and the Rail Authority shall transfer to the City the sum of at least \$90,000 as contributions to the hiring of a consultant for the performance of duties in Attachment A. In the event that additional funds are needed, MnDOT shall pay up to an additional \$5,000 and the Rail Authority up to \$10,000 to the City upon completion and delivery of the final report of the Consultants.
- C. Authorized Agents. The County's authorized agent for the purpose of administration of this Agreement is the County Engineer, or his designee, or his successor. The Rail Authority's authorized agent for the purpose of administration of this Agreement is the RCRRA Director, or her designee, or her successor. MnDOT's authorized agent for the purpose of administration of his Agreement is the Metro District Engineer or his designee. The City's authorized agent for the purpose of administration of this Agreement

is the Director of Public Works or his designee or his successor at City Hall Annex, 25 West Fourth Street, St. Paul, MN 55102, (651) 266-6099. The authorized agent for the Rail Authority is the Chair of the Ramsey County Regional Railroad Authority or his designee at the County Courthouse, 15 West Kellogg Boulevard, St. Paul, MN 55102.

VI. Schedule

The County, the Rail Authority, the City and MnDOT will receive periodic progress reports and a final report from the City on the items listed as the City's responsibility under Paragraph III. of this Agreement. The intent of the parties is to award the consultant contract no later than November 30, 2005, with all work products delivered no later than March 31, 2006. The City agrees that all items listed as the responsibility of the City in Section V of this Agreement shall be completed no later than May 31, 2006. Further the City agrees to reimburse to the Rail Authority, and MnDOT on May 31, 2006, any and all funds plus accrued interest on such funds which have been advanced to the City by the Rail Authority and MnDOT pursuant to this Agreement for items for which the City is responsible and which have not been substantially completed by May 31, 2006.

VII. Ethics

In entering into, and carrying out this agreement, including the letting of any contracts required or permitted hereunder, each party will comply with all applicable federal, state and local laws, rules, and policies including, without limitation, laws and policies concerning personal and organizational conflicts of interest, and ethics in procurement.

VIII. Accounting and Availability of Records Requirements

- A. Documentation of Project Costs. All Consultant costs charged to this Project must be supported by proper documentation, including invoices.
- B. Accounts and Records. The City agrees to establish and maintain accurate, detailed, and complete separate accounts and records relating to the receipt and expenditure of all costs incurred under this Agreement including all project documents, financial records, supporting documentation, and the property records. These project accounts and records shall be retained intact the County for at least six (6) years following the end of the term of this Agreement. These requirements shall survive termination of this Agreement.
- C. Audit. The Parties agree that each Party hereto, the Legislative Auditor, the State Auditor, or any of their duly authorized representatives upon reasonable notice and during normal business hours, and as often as they reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records, which are pertinent to the accounting practices and procedures of the City and involve transactions relating to this Agreement. This right to audit will extend for a minimum of six (6) years from the expiration of this Agreement. This provision shall survive termination or expiration of this Agreement.

IX.
Entire Agreement

It is understood and agreed that the entire agreement among the parties is contained herein and that this Agreement supersedes all prior oral agreements and negotiations among the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of the Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CITY OF SAINT PAUL

By: [Signature] Dt: 12/16/05
Director, Department of Public Works

Approved as to Form: [Signature]
Office of the City Attorney ~~Office of~~
~~General Counsel~~

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

By: [Signature] Dt: _____
Chair, Regional Rail Authority

By: [Signature] Dt: 12/19/05
Director, Regional Rail Authority

By: [Signature] Dt: 12/19/05
Budgeting and Accounting
12501 150101 421501 2005

Approved as to Form [Signature]
County Attorney

MINNESOTA DEPARTMENT OF TRANSPORTATION

State Encumbrance Verification

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

Commissioner of Transportation

By: [Signature]
(with delegated authority)

Signed: [Signature]

Title: Division Director

Date: 1-26-2006

Date: 1/26/06

CFMS Contract No. A- 85332

Commissioner of Administration

As delegated to Materials Management
Division

By: [Signature]

Mn/DOT Contract Management

[Signature]
1-31-06

STEBOC

Date: _____

ATTACHMENT -A

WORK TASKS FOR CONSULTANT SERVICES

TECHNICAL ANALYSIS OF ALTERNATIVE TRAFFIC OPERATIONS SCENARIOS
AT SNELLING/UNIVERSITY INTERSECTION

1. Collect and review existing data for University Avenue (Aldine to Pascal) and Snelling Avenue (Concordia to Thomas)
 - a. 2004 turning movement counts (to be provided by City)
 - b. 2025 travel forecasts for Central Corridor (to be provided by Metro Council)
 - c. 2004-2005 DMJM studies (to be provided by RCRRA)
 - d. Current land use plans (to be provided by City)
2. Prepare base mapping for project:
 - a. GIS mapping (files to be provided by Ramsey County)
 - b. Aerial photographs (files to be provided by Ramsey County)
 - c. Plans and profiles for LRT alternatives (to be provided by RCRRA)
 - d. 1-2 foot contours (to be provided by Ramsey County)
 - e. As-builts for University Avenue, Snelling Avenue and, if available, "ring road" streets (to be provided by City and County)
3. Prepare a range of sketch alternatives based on:
 - a. Brainstorming session with staff team
 - b. Ideas provided by key stakeholders (via staff team)
 - c. Consultant team ideas
4. Evaluate alternatives *conceptually* and, in conjunction with staff team, select best three options for more detailed study:
 - a. Potential traffic impacts
 - b. Potential transit impacts
 - c. Potential development capacity
 - d. Potential air quality impacts
 - e. Potential cost
 - f. Potential right-of-way acquisition
 - g. Potential visual impacts
 - h. Other potential critical factors
5. Prepare to-scale design concept drawings (plan views on aerial photograph or similar base – 1-2 foot contours), profiles and elevations for three alternatives (no surveying required) based on maximum feasible capacity (to be determined in coordination with staff team). Concept drawings should incorporate proposed LRT station, bus transfer facility, etc.:
 - a. Widening of University Avenue and/or Snelling Avenue (may include I-94 ramp intersections but not to include reconstruction of I-94 interchange)

- b. Grade-separation of LRT
 - c. Ring-road system (alignment to be determined in coordination with staff team)
6. Conduct a.m. and p.m. peak hour operations analysis to determine optimum signalization for forecasted traffic:
 - a. With existing transit service
 - b. With proposed LRT system and associated transit service
 - c. With maximized transit system and service
 7. Determine potential growth capacity for each alternative by determining projected a.m. and p.m. peak hour traffic capacity for each alternative and comparing capacity to existing traffic counts and forecasted traffic volumes:
 - a. Level of service by movement
 - b. Queue lengths
 - c. Delay
 8. Develop cost estimates for each alternative.
 9. Identify measures of effectiveness and potential impacts/benefits related to:
 - a. Development capacity
 - b. Air quality (modeling not required)
 - c. Traffic
 - d. Transit
 - e. Cost
 - f. Right-of-way acquisition
 - g. Visual impacts
 - h. Other critical factors
 10. Prepare a general land use scenario for each alternative in plan view that would illustrate the development capacity of each alternative.
 11. Prepare elevations or perspective sketches of each alternative that would illustrate the visual appearance of each alternative.
 12. In coordination with staff team, identify next steps required for decision-making.
 13. Prepare a technical memorandum summarizing the analysis methodology and results of the previous tasks.
 14. Meet with staff team (up to 10 meetings – 2/month for 5 months).

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Delpegele
Authorized Signature

6/21/06
Date

Board Action Requested

Approve amendment to joint powers agreement with Ramsey County Regional Railroad Authority, City of St. Paul, and St. Paul Port Authority for negotiations with United States Postal Service

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed Resolution
2. Proposed amendment to joint powers agreement with Ramsey County Regional Railroad Authority, City of St. Paul, and St. Paul Port Authority for negotiations with United States Postal Service

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 27, 2006

Board Date

Angelique Taylor
Signature

6/21/06

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 27, 2006 No.: R06-

WHEREAS, Ramsey County Regional Railroad Authority approved a joint powers agreement with the City of St. Paul and the St. Paul Port Authority on July 26, 2005 for negotiation with the United States Post Office about its facility in St. Paul, Minnesota; and

WHEREAS, The payment of expenses to the St. Paul Port Authority for the \$415,000 agreement is split equally between St. Paul and Ramsey County Regional Railroad Authority; and

WHEREAS, The joint powers agreement terminates on June 30, 2006; Now, Therefore, Be It

RESOLVED, that the joint powers agreement is hereby extended for no additional cost to December 31, 2007.

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

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

This First Amendment to 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, the parties hereto entered into a certain Joint Powers Agreement executed as of September 13, 2005 ("JPA"), being the last written date of the signers; and

WHEREAS, the parties desire to extend the term of the JPA to allow for sufficient time to follow the Federal disposition process;

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, the parties hereto agree as follows:

1. The JPA is hereby amended by extending the term thereof through and including December 31, 2007.
2. That except as modified herein, the terms and conditions of the JPA shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to JPA 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: _____

By: _____
Print Name: Kathryn DeSpiegelæere

Its: Director
Date: 6/21/06

CITY OF ST. PAUL

By: _____

Its: Mayor

By: _____

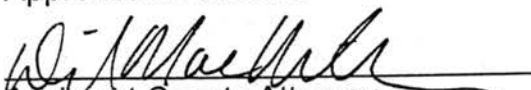
Its: Director of Financial Services

By: _____

Its: Director of Department of Planning
and Economic Development

Date: _____

Approved as to form:


Assistant County Attorney

Funds are available

Account Number: _____


Budgeting and Accounting

Approved as to form:

City Attorney

Funds are available

Account Number: _____

Budgeting and Accounting

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

10

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. D. Spiegelberg
Authorized Signature

6/15/06
Date

Board Action Requested

Approve contract extension between Ramsey County Regional Railroad Authority (RCRRA) and DMJM + Harris for consulting services on the Central Corridor Phase 2 study through December 31, 2006 and authorize the Chair of the RCRRA to execute this contract amendment.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed Resolution
2. Memorandum from Steve Morris, dated 6/13/06
3. Proposed contract amendment

Budgeting and Accounting

Kathleen A. B.

County Attorney

Will MacMillan

Risk Management

Documentation certified complete for:

June 27, 2006
Board Date

Angelique Taylor
Signature

6/21/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 27, 2006

No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted with DMJM+Harris to provide consulting services for the Central Corridor; and

WHEREAS, The contract with the DMJM+Harris expires on July 31, 2006; and

WHEREAS, Additional services are required to complete the Alternatives Analysis/Draft Environmental Impact Statement phase of the project; and

WHEREAS, Federal, Ramsey, and Hennepin County Regional Railroad Authority funds are available to carry out the work; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority amends the contract with DMJM+Harris through December 31, 2006 at no additional cost; and Be It Further

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

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: Steve Morris

SUBJECT: DMJM+Harris Contract Amendment

DATE: June 13, 2006

Ramsey County Regional Railroad Authority (RCRRA) has had a contract with the consulting firm of DMJM+Harris to provide consulting services for the Central Corridor. The contract began in January, 2004 and will expire June 30, 2006.

When the contract was initiated, the expectation was that the Draft Environmental Statement would be completed and a decision made on the locally preferred alternative, during the contract period. Although the selection of a locally preferred alternative and application to begin preliminary engineering will occur during the contract period, FTA is expected to require clarifications and supplementary information into the fall. This work will support those efforts. Staff is recommending a six-month extension to the contract at no increase in the \$2,089,890 approved contract budget.

There will be no additional cost as a result of this contract extension.

Recommendation:

Consider the attached resolution that addresses the contract amendment with DMJM+Harris.

AMENDMENT 2

This agreement is an amendment to the contract between DMJM Harris and RCRRA dated January 13, 2004.

The parties agree that sections of the Agreement shall be amended as follows:

Section III General Conditions

20 Term. This agreement shall be in force and effect from January 13, 2004 through December 31, 2006, or until earlier terminated by the parties hereto pursuant to this Agreement.

Except as herein agreed, all other terms and conditions of the Agreement shall remain in full force and effect.

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: _____
Rafael E. Ortega, Chair

Dated: _____

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: Kathryn DeSpiegelaere
Kathryn DeSpiegelaere, Director

Dated: _____

Approval recommended:

INSURANCE APPROVED:

Risk Management

APPROVED AS TO FORM:

David F. MacMillan
David F. MacMillan
Assistant County Attorney

DMJM Harris

By: Richard G. Wilfong
EX-VICE PRES

Dated: 5/30/06

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

6/15/06
Date

Board Action Requested

Approve contract extension between Ramsey County Regional Railroad Authority (RCRRA) and Lockridge Grindal Nauen P.L.L.P. for federal lobbying services for July 1, 2006 through June 30, 2007 at a cost not to exceed \$30,746.86 and authorize the Chair of the RCRRA to execute this contract amendment.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed Resolution
2. Memorandum from K. DeSpiegelaere, dated 6/15/06
3. Proposed contract amendment

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 27, 2006
Board Date

Angelina Taylor
Signature

6/21/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 27, 2006

No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted with Lockridge Grindal Nauen P.L.L.P. for federal lobbying services; and

WHEREAS, The contract with Lockridge Grindal Nauen P.L.L.P. expires on June 30, 2006; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority amends the contract with Lockridge Grindal Nauen P.L.L.P. through June 30, 2007 at a cost not to exceed \$30,746.86; and Be It Further

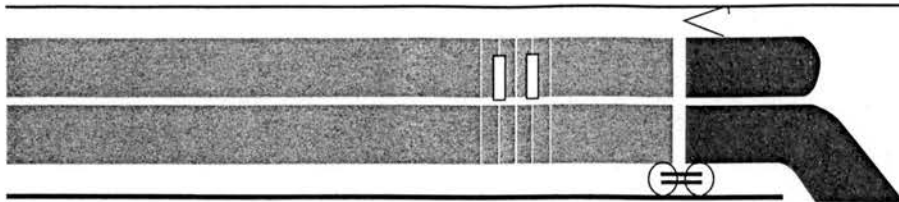
RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute this contract amendment.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

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: Lockridge Grindal Nauen P.L.L.P. Contract Amendment

Date: June 15, 2006

On June 24, 2003, the Ramsey County Regional Railroad Authority executed a contract with Lockridge Grindal Nauen P.L.L.P. for federal lobbying services. The contract expires on June 30, 2006. Staff would like to extend this contract for a one-year period at a cost not to exceed \$30,746.86.

Recommendation:

Authorize the Ramsey County Regional Railroad Authority Chair to execute the contract amendment with Lockridge Grindal Nauen P.L.L.P. through June 30, 2007 at a cost not to exceed \$30,746.86.

AMENDMENT 1

This agreement is an amendment to the contract between Lockridge Grindal Nauen P.L.L.P. and Ramsey County Regional Railroad Authority (RRA) dated June 24, 2003.

The parties agree that sections of the Agreement shall be amended as follows:

Section II. Payment

CONTRACTOR shall receive the sum of \$30,746.86 in monthly installments of \$2,562.24 for the period of July 1, 2006 to June 30, 2007 to be paid within 30 days of receipt by the RRA of a monthly claim form from the contractor.

Section III Term

16. This agreement shall be in force and effect from July 1, 2006 through June 30, 2007, or until earlier terminated by the parties hereto pursuant to this Agreement, or extended by the same parties for up to an additional two years.

Except as herein agreed, all other terms and conditions of the Agreement shall remain in full force and effect.

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: _____
Rafael E. Ortega, Chair

Dated: _____

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: Kathryn DeSpiegelaere
Kathryn DeSpiegelaere, Director

Dated: 6/21/06

Lockridge Grindal Nauen P.L.L.P.

By: _____

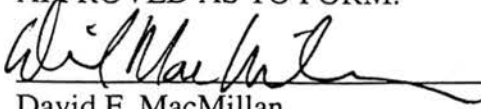
Dated: _____

Approval recommended:

INSURANCE APPROVED:

Risk Management

APPROVED AS TO FORM:



David F. MacMillan

Assistant County Attorney

FUNDS ARE AVAILABLE: _____

Account No. _____



Budgeting & Accounting

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K DeSpiegelaere
Authorized Signature

6/21/06
Date

Board Action Requested

TCAAP Rail Spur in Arden Hills/New Brighton.

ACTION IS REQUESTED

Request Justification

- See attached information:
1. Proposed Resolution
 2. Memorandum from Kathy DeSpiegelaere, dated 06/15/2006.

Budgeting and Accounting

Kathleen Alb

County Attorney

Dil MacMillan

Risk Management

Documentation certified complete for:

June 27, 2006
Board Date

Angelique Taylor
Signature

6/21/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 27, 2006 No.: _____

WHEREAS, The General Services Administration has indicated a desire to sell a one-mile railroad spur beginning at the Twin Cities Army Ammunition Plant in Arden Hills and New Brighton;

WHEREAS, Ramsey County Regional Railroad Authority plans indicate potential north-south light rail transit corridor in this general area ; Now, Therefore Be It

RESOLVED, That staff is directed to begin discussions with the General Services Administration about acquisition of the Twin Cities Army Ammunition Plant railroad spur in Arden Hills and New Brighton, which would be consistent with Ramsey County Regional Railroad Authority plans.

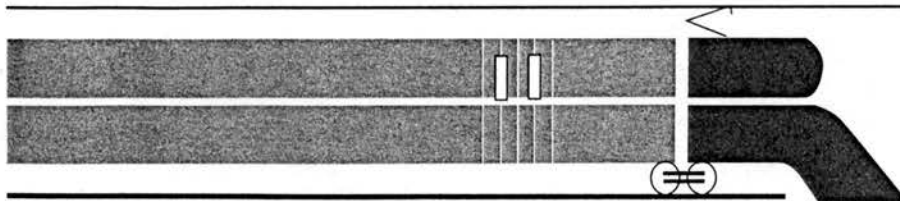
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	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: Twin Cities Army Ammunition Plant Railroad Spur

Date: June 15, 2006

Property Description

The federal government's real estate arm, the General Services Administration (GSA), owns a one-mile railroad spur that originates at the Twin Cities Army Ammunition Plant (TCAAP) in Arden Hills and New Brighton. It is just about one mile in length, and varies in width (see attached aerial photo). The rail spur begins to the east at Hwy 10, continues to the west and turns south at Rush Lake where the GSA's ownership of the rail spur terminates. The southern portion of the line (where it narrows just to the west of Rush Lake) is a perpetual easement to Minnesota Commercial. The rail spur is active, and the shipper, Scherer Brothers Lumber Company, has expressed interest in continued service via rail. The City of Arden Hills supports this interest, and would like to see future owners of the rail spur to maintain rail service to Scherer Brothers, and is supportive of the RCRRA purchasing the right of way (see attached Arden Hills Resolution 06-35). In addition, the City of New Brighton supports the RCRRA's purchase of the right of way (see attached New Brighton Resolution 05-102).

RCRRA Consistency

The Ramsey County Regional Railroad Authority's 1989 *Comprehensive Light Rail Transit Plan for Ramsey County* evaluated several potential light rail transit corridors in Ramsey County, and found this general area to be a potential north-south corridor in the future. In addition, the City of New Brighton has expressed interest in this rail spur someday connecting to the Northstar commuter rail line, which is located to the west.

Financial Assistance

Although RCRRA has in the past been able to access state Rail Bank funds for up to 50% of rail purchases, Rail Bank funds can only be used to acquire

abandoned rail rights of way. Since this is an active line and has not been abandoned, it is not eligible for Rail Bank funds. There is the possibility of accessing state Purchase Assistance funds to assist in operation of the rail spur. These funds would have to be repaid to the state when the line is inoperable.

Next Steps

The next steps in this process is to determine first if the RCRRA is interested in acquiring this right of way. If yes, the next step is to conduct an appraisal, environmental assessment, title search, and begin negotiations with the GSA. In addition, RCRRA staff would need to consult with outside consultants to explore the implications of owning an active rail line, such as liability, insurance, and other issues that RCRRA staff is not aware of at this time. Funds up to \$100,000 are being proposed to cover these expenses and will be obtained from the current budget. The proposed budget includes \$2,000 for title search, \$10,000 for an appraisal, \$10,000 for an environmental assessment, and the remaining amount for legal fees and negotiation assistance.

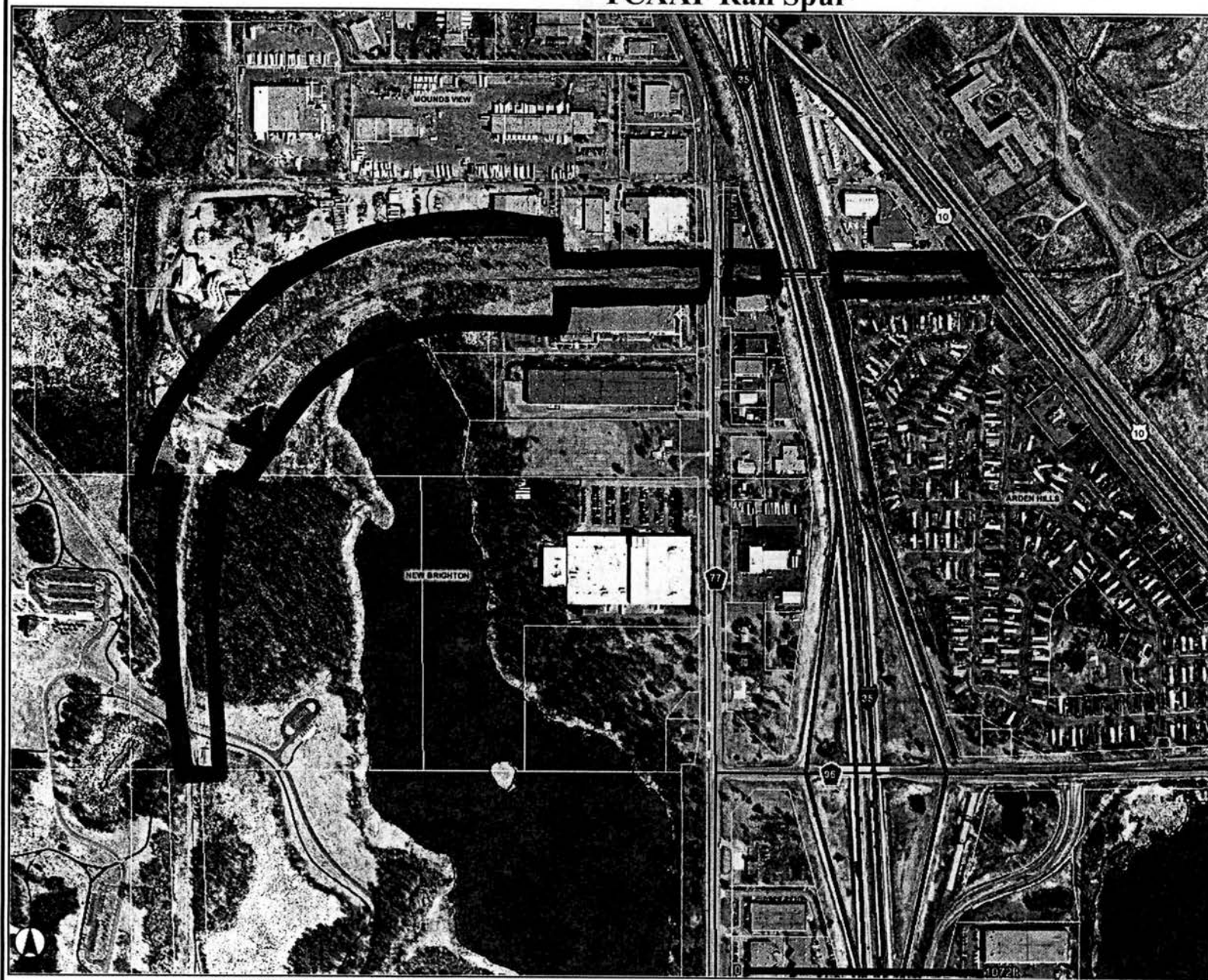
Recommendation:

Consider authorizing staff to begin discussions with the General Services Administration about acquisition of the TCAAP rail spur.

Attachment

- Aerial photo of the area
- Arden Hills Resolution 06-35
- New Brighton Resolution 05-102
- TCAAP Railroad Spur Fact Sheet

TCAAP Rail Spur



- Municipalities
- Road Centerlines (County)
- Interstate Hwy
- State Hwy
- County Road
- Roads
- Water
- Structures
- Parcels
- Highway Shields

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

SOURCES: Ramsey County (May 4, 2006), The Lawrence Group; May 4, 2006 for County parcel and property records data; May 2006 for commercial and residential data; April 8, 2003 for color aerial imagery; All other



**CITY OF ARDEN HILLS
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION NO. 06-35

**A RESOLUTION SUPPORTING RAMSEY COUNTY REGIONAL RAIL
AUTHORITY'S INTEREST IN ACQUIRING THE TCAAP RAILROAD
CORRIDOR IN ARDEN HILLS**

WHEREAS, a portion of the Twin Cities Army Ammunition Plant (TCAAP) Railroad Corridor extending through Arden Hills, West of Highway 10, has been declared excess by the United States Army; and

WHEREAS, the General Services Administration (GSA), working on behalf of the United States Army, is in the process of negotiating for the sale of the TCAAP railroad corridor, West of Highway 10; and

WHEREAS, the City of Arden Hills has the opportunity to negotiate for the purpose of acquiring the TCAAP railroad corridor prior to the area being offered through Public Sale; and

WHEREAS, there is a current and future community and regional benefit to be served by preserving the TCAAP railroad corridor for future transportation purposes and business use; and

WHEREAS, the Ramsey County Regional Railroad Authority has expressed interest in acquiring the TCAAP railroad corridor for preserving the necessary right of way for future transportation purposes, as desired by the City; and

WHEREAS, the involvement of the Ramsey County Railroad Authority would be more efficient in acquiring and maintaining the TCAAP railroad corridor as it extends across both Arden Hills and New Brighton.

THEREFORE BE IT RESOLVED, that the City of Arden Hills supports the role of the Ramsey County Regional Rail Authority in acquiring the TCAAP railroad corridor area in Arden Hills.

ADOPTED by the Council this 22nd day of May, 2006.

Beverly Aplikowski
Beverly Aplikowski, MAYOR

ATTEST:

Michelle A. Wolfe
Michelle A. Wolfe, CITY ADMINISTRATOR

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FACT SHEET TCAAP RAILROAD SPUR

Location:

New Brighton and Arden Hills, Ramsey County, MN

Area Description:

Approx. 28.57 acres total; 24.42 acres in fee and 4.15 acres perpetual easement; improved with 5267 linear feet of railroad track and is currently an active rail corridor.

History:

TCAAP was built in 1941-42. The RR spur served the base from the south (New Brighton) and into Arden Hills and was developed from 5 tracts of land. Tract A19 is in Arden Hills and is 2.95 acres. Tract A20 (9.00 acres) is in New Brighton, with Belair Construction as the abutting and encroaching neighbor. Tract A35 (12.47 acres) is in New Brighton and south of Tract A20. Tract A102E (4.15 acres) is the perpetual easement (MN Comm. RR). Tract A103P is a no area permit for crossing Hwys. 8 & 10.

Disposal Strategy:

GSA and the New Brighton community have been involved with the reuse planning of the spur with efforts focused on a variety of uses ranging from some light industrial development to the preservation of open space. Ramsey County has been approved by the National Park Service for assignment of 3.45 acres south of the corridor which protects the northern tip of Rush Lake and connects the Rice Creek corridor to the Long Lakes Regional Park. The balance of the spur will be sold at fair market value.

GSA has been working closely with New Brighton to keep all stakeholders apprised of the Federal process for the divestiture of this property. The remaining acreage will be sold for fair market value via a negotiated sale. An appraisal has been reviewed and approved. Other stakeholders in the sale include MN DOT, MN Comm. RR, Scherer Bros. Lumber Co. and Belair Construction. Army will provide the CERCLA warranty for the property and has developed the Finding Of Suitability for Transfer (FOST).

Current Status:

A survey has been finalized to clean up the legal descriptions. Discussions continue with the City of New Brighton, some interest from Arden Hills for the lumber company parcel. New Brighton (Matt Fulton) recommends GSA contacting Ramsey County Regional Rail Authority for their interest in acquiring the property.

RESOLUTION NO. 05-102
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF NEW BRIGHTON

Resolution Considering supporting Ramsey County Regional Rail Authority's interest in acquiring TCAAP railroad corridor in New Brighton.

Whereas, a portion of the Twin Cities Army and Ammunition Plant (TCAAP) extends into New Brighton along a railroad corridor connecting in Long Lake Regional Park, and

Whereas, the General Services Administration (GSA), working on behalf of the United States Army, is in the process of negotiating for the sale of the TCAAP area, and

Whereas, the City of New Brighton has the opportunity to negotiate for the purpose of the TCAAP property prior to the area being offered to other possible private interests, and

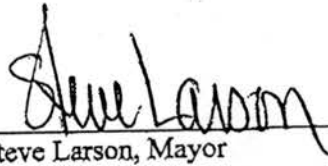
Whereas, there is a current and future community and regional benefit to be served by preserving the TCAAP railroad corridor for future transportation purposes and possibly economic development expansion and development, and

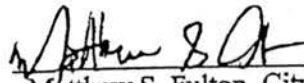
Whereas, the Ramsey County Regional Railroad Authority has expressed interest in acquiring the TCAAP railroad area for preserving the necessary right of way for future transportation purposes, as desired by the City, and

Whereas, the involvement of the Ramsey County Railroad Authority would be more efficient in acquiring the TCAAP railroad corridor as it extends across both New Brighton and Arden Hills.

Now Therefore Be It Resolved that the City of New Brighton supports the role of the Ramsey County Regional Rail Authority is acquiring the TCAAP railroad corridor area in New Brighton.

Adopted this 22nd day of November, 2005 .


Steve Larson, Mayor


Matthew S. Fulton, City Manager

ATTEST:


Daniel A. Maier,
Director of Finance and Support
Services/City Clerk