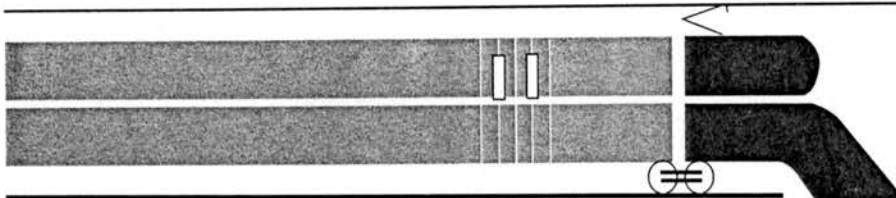




Ramsey County Regional Railroad Authority.
Records.

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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

Ms Angie Taylor
RCRRA
RCGC-West, Suite 6560

AGENDA

Regional Railroad Authority Meeting

July 18, 2006

**Immediately following
County Board Meeting**

Third Floor Council Chambers Courthouse

1. * Approve minutes from June 27, 2006 meeting.

ADMINISTRATIVE AGENDA

2. * Ratify release of retention, Partial Payment No. 29 in the amount of \$79,015.90 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for January 13, 2004 through December 30, 2005.

POLICY AGENDA

3. Introduction of new staff—Kathy DeSpiegelaere.
 4. Central Corridor Update—Steve Morris.
 5. Union Depot Update—Red Beebe.
 6. Rush Line Corridor Update—Victoria Reinhardt.
 7. * Increase of one position in complement for Ramsey County Regional Railroad Authority—Kathy DeSpiegelaere.
 8. * Approve the Amended and Restated Rush Line Corridor Task Force Joint Powers Agreement—Alicia Vap.
- * Action is requested

Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on June 27, 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, Tom Burke, Art Coulson, Kathy DeSpiegelaere, Ken Haider, Kathy Kapoun, Julie Kleinschmidt, David MacMillan, Steve Morris, Sarah Penman, Angie Taylor, Rebecca Trost, David Twa, Alicia Vap, Mark Voerding

Chair Ortega called the RCRRRA meeting to order at 9:55 a.m.

ADMINISTRATIVE AGENDA

1. Approve minutes from June 6, 2006 RCRRRA meeting

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to approve the minutes from the June 6, 2006 RCRRRA meeting.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

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

A motion was made by Commissioner Bennett, seconded by Commissioner McDonough, to 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.

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 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.

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

A motion was made by Commissioner Bennett, seconded by Commissioner McDonough, to 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.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6, Nays – 1

Motion accepted.

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

WHEREAS, Tunheim Partners has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through April 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.

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.

A motion was made by Commissioner Bennett, seconded by Commissioner McDonough, to 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.

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 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.

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

A motion was made by Commissioner Bennett, seconded by Commissioner McDonough, 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.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6, Nays – 1

Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional services of St. Paul Port Authority for 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.

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

A motion was made by Commissioner Carter, seconded by Commissioner Parker, to ratify payment in the amount of \$90,000 to the City of St. Paul for Ramsey County Regional Railroad Authority's share in the hiring of a consultant as part of the traffic and transit capacity analysis of the Snelling-University area.

Roll call vote was taken:

Ayes – 7; Nays – 0

Motion Accepted

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 RCRRA 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.

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

A motion was made by Commissioner Carter, seconded by Commissioner Parker, to approve LNE029 with Wanless Construction and to authorize the Chair to execute the lease.

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 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.

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

A motion was made by Commissioner Carter, seconded by Commissioner Parker, to approve a contract extension with City of St. Paul, RCRRA and Mn/DOT for the Snelling and University traffic study and to authorize the Chair to execute the contract.

Roll call vote was taken:

Ayes – 7; Nays – 0
Motion Accepted

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.

9. Approve amendment to joint powers agreement with City of St. Paul, RCRRA and the Port Authority and authorize Chair to execute the contract

A motion was made by Commissioner Carter, seconded by Commissioner Parker, to approve an amendment to the joint powers agreement with City of St. Paul, RCRRA and the Port Authority and to authorize the Chair to execute the contract.

Roll call vote was taken:

Ayes – 7; Nays – 0
Motion Accepted

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.

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

A motion was made by Commissioner Carter, seconded by Commissioner Parker, to approve a 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 to authorize the Chair of the RCRRA to execute this contract amendment.

Roll call vote was taken:

Ayes – 7; Nays – 0
Motion Accepted

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.

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

A motion was made by Commissioner Bennett, seconded by Commissioner McDonough, to approve a 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 to authorize the Chair of the RCRRA to execute this contract amendment.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6; Nays – 1
Motion accepted

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.

12. Authorize staff to negotiate with GSA for acquisition of TCAAP Rail Spur in Arden Hills/New Brighton

A motion was made by Commissioner Parker, seconded by Commissioner Reinhardt, to authorize staff to negotiate with GSA for acquisition of TCAAP Rail Spur in Arden Hills/New Brighton.

Roll call vote was taken:

Ayes – 7; Nays – 0
Motion Accepted

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.

13. Other Business

Commissioner Ortega noted that the Central Corridor LRT project went before the Metropolitan Council the prior week and will be carried forward as LRT. Commissioner Ortega also commented that it was unfortunate that mention was made of the inflationary costs associated with the project, as much of this discussion can be addressed in preliminary engineering. Commissioner McDonough stated that it was not surprising that there are inflationary costs, as the project costs were based on 2000-2001 dollars

Commissioner Bennett noted that costs associated with mitigating traffic concerns at the University/Snelling intersection should not be borne by the LRT. He also commented that the University of Minnesota should bear some of the costs of building a tunnel at the University.

Commissioner Rettman asked if there were any indication from the Federal Transit Administration (FTA) that the initial \$840M cost projection needs to be deviated from. Kathy DeSpiegelaere noted that Cost Effectiveness Index (CEI) target to receive construction dollars has recently been adjusted for inflation, to a figure of \$22.99. Ms DeSpiegelaere noted that in order for Central Corridor to qualify for federal funding, the \$840M construction costs will need to be pared.

The meeting adjourned at 10:15 a.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Delapuegilaere
Authorized Signature

7/11/06
Date

Board Action Requested

Ratify release of retention, Partial Payment No. 29 in the amount of \$79,015.90 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for January 13, 2004 through December 30, 2005.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution
 - 2) Memorandum from S. Morris, dated 7/13/06
 - 2) Accounts Payable forms and Partial Payment No. 9
 - 3) DMJM+Harris, Inc. Invoice Nos. 6124(29) and attachments

Budgeting and Accounting

Kathleen Alf

County Attorney

D. J. MacMillan

Risk Management

Documentation certified complete for:

July 18, 2006
Board Date

Angeline Taylor
Signature

7/11/06
Date

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RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

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

WHEREAS, DMJM+Harris, Inc. has satisfactorily completed the work identified in the original contract, and provided detailed invoice documentation for services and costs accrued from January 13, 2004 through December 30, 2005; and

WHEREAS, DMJM+Harris, Inc. has requested release of the 5% retainage of invoice payments for the period of January 13, 2004 through December 30, 2005;

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. 6124, Partial Payment No. 29, in the amount of \$79,015.90 attachments thereto, provide the correct documentation of retainage held on invoices for the period of January 13, 2004 through December 30, 2005 due DMJM+Harris, Inc.; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$79,015.90 for release of retainage on services rendered from January 13, 2004 through December 30, 2005, is hereby ratified.

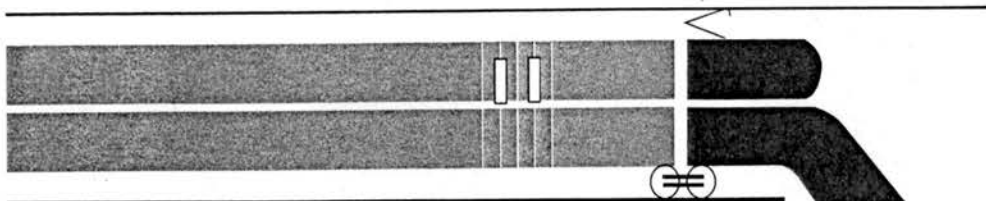
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

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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

MEMORANDUM

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

From: Steve Morris

Subject: Approve Release of 5% Retainage for 2004-05 DMJM Harris
Contract

Date: July 13, 2006

The Ramsey County Regional Railroad Authority (RCRRA) has a contract with DMJM Harris to provide consulting services for the Central Corridor project. This contract has been extended through December 31, 2006.

As part of the contract, RCRRA retains 5% of the invoiced amount until contract completion, payable at the end of the contract. Except for the regional travel demand model analysis and other work relating to the selection of a locally preferred alternative and a request to enter preliminary engineering, most of the contract work was completed prior to the end of 2005.

DMJM Harris has requested release of the retainage from 2004 and 2005. This will allow them to make final payment to their subcontractors. There are no outstanding issues with the work done during this period. RCRRA will continue to hold the retainage for work in 2006. Staff recommends the attached resolution authorizing the release of retainage in the amount of \$79,015.90 for work completed in 2004 and 2005.

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Business Unit: RRA
Voucher ID: 00003854

VOUCER
Purchase Order Voucher

Page No 1
Run Date 27.Jun.2006
Run Time 11:48:37 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
26.Jun.2006	6124(01)(29)	15.May.2006	0000155333	DMJM+HARRIS, INC.	ONL	LONGHEKR P		26.Jun.2006	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$79,015.90	\$0.00	1178 PAYSHERE CIRCLE			CHICAGO	IL	60674		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000937	\$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	\$79,015.90		\$79,015.90		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			\$79,015.90			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								

5



Business Unit: RRA
Voucher ID: 00003854

VOUCHER
Purchase Order Voucher

Page No. 2
Run Date 27.Jun.2006
Run Time 11:48:37 AM

Report ID: RMAP19

Payment Comments-Check Stub

Invoice No. 6124(01)(29), dated 5/15/06

Release of Retention from 1/13/04-12/30/05 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. Desjardins

Date

6/29/06

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: 99999999999999

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	

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

Unauthorized

7

	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

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	\$1,121,046.33	\$1,139,957.94	\$1,154,067.84	\$1,175,669.81	\$1,189,656.27

Invoice #24	Invoice #25	Invoice #26	Invoice #27	Invoice #28	Invoice #29
11/26/05-12/23/05	12/31/05-1/27/06	1/28/06-2/24/06	2/25/06-3/31/06	4/1/06-4/28/06	1/13/04-12/30/05
\$420.70	\$198.57	\$190.86	\$1,843.54	\$4,487.72	\$0.00
\$567.95	\$268.07	\$257.66	\$2,488.78	\$6,058.42	\$0.00
\$988.65	\$466.64	\$448.52	\$4,332.32	\$10,546.14	\$0.00
\$108.75	\$51.33	\$49.34	\$476.56	\$1,160.08	\$0.00
\$1,097.40	\$517.97	\$497.86	\$4,808.87	\$11,706.22	\$0.00
\$13,883.35	\$21,355.65	\$11,923.13	\$22,503.49	\$3,531.24	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$14,980.75	\$21,873.62	\$12,420.99	\$27,312.36	\$15,237.46	\$0.00
\$749.04	\$1,093.68	\$621.05	\$1,365.62	\$761.87	-\$79,015.90
\$14,231.71	\$20,779.94	\$11,799.94	\$25,946.75	\$14,475.58	\$79,015.90
\$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
\$8,918.01	\$17,299.48	\$0.00	\$15,815.56	\$2,718.40	\$0.00
\$4,950.00	\$3,840.00	\$0.00	\$1,725.00	\$0.00	\$0.00
\$0.00	\$0.00	\$11,878.59	\$4,928.35	\$631.84	\$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%
\$1,097.40	\$207.31	\$506.92	\$3,884.89	\$1,575.35	\$0.00
\$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	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$13,868.01	\$21,139.48	\$0.00	\$1,725.00	\$0.00	\$0.00
\$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	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$11,878.59	\$20,743.91	\$3,350.24	\$0.00
\$0.00	\$0.00	\$0.00	\$939.58	\$10,311.87	\$0.00
\$1,501,302.05	\$1,522,081.99	\$1,533,881.93	\$1,559,828.67	\$1,574,304.26	\$1,653,320.16
\$588,587.95	\$567,808.01	\$556,008.07	\$530,061.33	\$515,585.74	\$436,569.84
\$1,201,041.64	\$1,217,665.59	\$1,227,105.54	\$1,247,862.94	\$1,259,443.40	\$1,322,656.12

DMJM Harris Planning
822 Centennial, Suite 250, Lansing, Michigan 48917
T 517.323.8200 F 517.323.8210 www.dmjmharris.com

Memorandum

Date: May 15, 2006
To: Steve Morris, Ramsey County Regional Railroad Authority
From: Lisa Ives, DMJM Harris Project Manager
Subject: Payment of Invoice Retainage for Central Corridor Project Design Activities

Distribution: Melissa Perlman, DMJM Harris

As you know, we have completed the work tasks as scoped and budgeted under our original contract for the Central Corridor Project Design Activities. The original contract covered a period through December 31, 2005. Thus, I am requesting that the Ramsey County Regional Railroad Authority release the five percent (5%) retainage of invoice payments, as outlined in Section IV (#4) of our contract. Please see the attached invoice, which identifies the specific amounts for each invoice through December 31, 2005.

It should be noted that this request does not cover work currently underway relative to the contract amendment. We will continue to provide support and analysis for the Central Corridor project as required and needed under this amendment.

Please let me know if you have any questions or need additional information.

Thank you.

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

DMJM HARRIS | AECOM

In Account With:

Mr. Steven Morris
Ramsey County Regional Railroad Authority
50 W. Kellogg Blvd.
St. Paul, MN 55102

Invoice No: 6124(01)

Date: May 15, 2006

Job Order No: 46106124.0001

Customer No: 3001

RE: Central Corridor Project - Release of Retention

FOR INVOICES COVERING WORK PERFORMED FROM INCEPTION THROUGH FEBRUARY 25, 2006

Invoice No.	Covering Period	Total Invoice	Retention Due
1	1/13/04 - 1/30/04	\$ 1,097.66	\$ 54.88
2	1/31/04 - 2/27/04	\$ 17,897.34	\$ 894.87
3	2/28/04 - 4/2/04	\$ 67,667.47	\$ 3,383.37
4	4/3/04 - 4/30/04	\$ 58,986.80	\$ 2,949.34
5	5/1/04 - 5/27/04	\$ 80,748.49	\$ 4,037.42
6	5/28/04 - 7/2/04	\$ 101,816.05	\$ 5,090.80
7	7/3/04 - 7/30/04	\$ 68,464.65	\$ 3,423.23
8	7/31/04 - 8/27/04	\$ 109,739.24	\$ 5,486.96
9	8/28/04 - 10/1/04	\$ 90,472.62	\$ 4,523.63
10	10/2/04 - 10/29/04	\$ 96,695.74	\$ 4,834.79
11	10/30/04 - 11/26/04	\$ 204,621.32	\$ 10,231.07
12	11/27/04 - 12/31/04	\$ 116,817.72	\$ 5,840.89
13	1/1/05 - 1/28/05	\$ 130,915.88	\$ 6,545.79
14	1/29/05 - 2/25/05	\$ 108,347.15	\$ 5,417.36
15	2/26/05 - 4/1/05	\$ 64,525.70	\$ 3,226.29
16	4/2/05 - 4/29/05	\$ 73,386.82	\$ 3,669.34
17	4/30/05 - 5/27/05	\$ 33,344.08	\$ 1,667.20
18	5/28/05 - 7/1/05	\$ 19,913.70	\$ 995.69
19	7/2/05 - 7/29/05	\$ 29,602.53	\$ 1,480.13
20	7/30/05 - 8/26/05	\$ 24,883.70	\$ 1,244.19
21	8/27/05 - 9/30/05	\$ 18,565.65	\$ 928.28
22	10/1/05 - 10/28/05	\$ 28,423.65	\$ 1,421.18
23	10/29/05 - 11/25/05	\$ 18,403.23	\$ 920.16
24	11/26/05 - 12/30/05	\$ 14,980.75	\$ 749.04

Total Retention Now Due

\$ 79,015.90

Please Remit this Amount

\$ 79,015.90

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

ORIGINAL

13

6

Run Time 14:59:56

Budget BP		Fund	Department							Project/Grant		Program					
2003		12501 Ramsey Co Regional Rail Auth							150180 RCRRA-Proj/Grant		G205005 RRA MNDOT Central Corr Phase		00000 All Programs				
Account	Requisition/PO/Voucher Type	BU	ID	Ln ##	Sc ##	Act Type	Ds ##	Line Stat	Date	Hdr Stat	Vendor ID/Name	Amount	Pre-Encumbrance	Encumbrance			
421501	PO	RRA	0000000384	1	1	DST	2	O/V	06-APR-2004	D	0000155333 Dmjm+Harris, Inc.	1,899,900.00	CR				
				2	1	DST	1	O/V	06-APR-2004	D			189,990.00	CR			
	Vchr	RRA	00002641	1			1	/V	08-APR-2004	P	Invoice ID: 100-2098-4 (1)	1,042.77	DB				
			00002642	1			1	/V	08-APR-2004	P	Invoice ID: 100-2512-4 (2)	17,002.48	DB				
			00002713	1			1	/V	01-JUN-2004	P	Invoice ID: 100-3005-4(03)	64,284.10	DB				
			00002752	1			1	/V	29-JUN-2004	P	Invoice ID: 100-3513-4(4)	56,037.46	DB				
			00002784	1			1	/V	26-JUL-2004	P	Invoice ID: 100-4011-4(5)	76,711.06	DB				
			00002802	1			1	/V	05-AUG-2004	P	Invoice ID: 100-4518-4(6)	96,725.25	DB				
			00002846	1			1	/V	31-AUG-2004	P	Invoice ID: 100-5010-4(07)	65,041.42	DB				
			00002950	1			1	/V	09-NOV-2004	P	Invoice ID: 100-5514-4(08)	104,252.27	DB				
			00002965	1			1	/V	18-NOV-2004	P	Invoice ID: 100-0023-5(09)	85,948.98	DB				
			00002996	1			1	/V	16-DEC-2004	P	Invoice ID: 100-0564-5(10)	91,860.95	DB				
			00003044	1			1	/V	27-JAN-2005	P	Invoice ID: 100-1066-5(11)	194,390.25	DB				
			00003079	1			1	/V	28-FEB-2005	P	Invoice ID: 100-1710-5(12)	110,976.83	DB				
			00003092	1			1	/V	07-MAR-2005	P	Invoice ID: 100-1066-5(11)/100-2158-5(13)	124,370.09	DB				
			00003160	1			1	/V	26-APR-2005	P	Invoice ID: 100-2652-5(14)	102,929.79	DB				
			00003188	1			1	/V	12-MAY-2005	P	Invoice ID: 100-3154-5(15)	61,299.42	DB				
			00003289	1			1	/V	14-JUL-2005	P	Invoice ID: 6004710 (16)	69,717.48	DB				
			00003311	1			1	/V	01-AUG-2005	P	Invoice ID: 6005332(17)	31,676.87	DB				
			00003338	1			1	/V	23-AUG-2005	P	Invoice ID: 6006358(18)	18,918.02	DB				
			00003354	1			1	/V	30-AUG-2005	P	Invoice ID: 6007410(19)	28,122.40	DB				
			00003382	1			1	/V	19-SEP-2005	P	Invoice ID: 6007716(20)	23,639.52	DB				
			00003469	1			1	/V	31-OCT-2005	P	Invoice ID: 6009890(21)	17,637.37	DB				
			00003505	1			1	/V	28-NOV-2005	P	Invoice ID: 6010882(22)	27,002.47	DB				
			00003572	1			1	/V	23-JAN-2006	P	Invoice ID: 6011662(23)	17,483.06	DB				
							2			1	/V	23-JAN-2006	P		0.00	DB	
			Vchr	RRA	00003625	1			1	/V	27-FEB-2006	P	Invoice ID: 6013313(24)	14,231.71	DB		
						2			1	/V	27-FEB-2006	P		0.00	DB		
			Vchr	RRA	00003673	1			1	/V	21-MAR-2006	P	Invoice ID: 6014107(25)	20,779.94	DB		
						2			1	/V	21-MAR-2006	P		0.00	DB		
			Vchr	RRA	00003683	1			1	/V	28-MAR-2006	P	Invoice ID: 6015115(26)	11,799.94	DB		
						2			1	/V	28-MAR-2006	P		0.00	DB		
			Vchr	RRA	00003724	1			1	/V	24-APR-2006	P	Invoice ID: 6016347(27)	25,946.75	DB		
						2			1	/V	24-APR-2006	P		0.00	DB		
																	530,061.35
			421501	PO	RRA	0000000416	1	1	DST	1	O/V	08-NOV-2004	D	0000001818 Strgar Roscoe Fausch Inc	8,000.00	CR	

14

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K DeSpiegelaere
Authorized Signature

7/10/06
Date

Board Action Requested

Introduction of New Staff.

DISCUSSION ONLY

Request Justification

Kathy DeSpiegelaere will introduce new Ramsey County Regional Railroad Authority staff at July 18, 2006 meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 18, 2006
Board Date

Angeline Taylor
Signature

7/11/06
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

R. Despiéglare
Authorized Signature

7/10/06
Date

Board Action Requested

Central Corridor Update.

DISCUSSION ONLY

Request Justification

Discussion will occur at the July 18, 2006 meeting about recent Metropolitan Council actions on the Central Corridor.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 18, 2006
Board Date

Angelique Taylor
Signature

7/11/06
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Delapiegelane
Authorized Signature

7/10/06
Date

Board Action Requested

Union Depot Update.

DISCUSSION ONLY

Request Justification

Discussion will occur at the July 18, 2006 meeting about recent activities on the Union Depot project.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 18, 2006
Board Date

Angeline Taylor
Signature

7/11/06
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

6

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. D. Spiegelman
Authorized Signature

7/10/06
Date

Board Action Requested

Rush Line Corridor Update.

DISCUSSION ONLY

Request Justification

Discussion will occur at the July 18, 2006 meeting about recent activities relating to the Rush Line Corridor.

Budgeting and Accounting

County Attorney

Risk Management

Will MacMill

Documentation certified complete for:

July 18, 2006
Board Date

Angelie Taylor
Signature

7/11/06
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

7

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

7/10/06
Date

Board Action Requested

Increase of one position in complement
for Ramsey County Regional Railroad
Authority.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution;
 - 2) Memorandum from Kathy DeSpiegelaere, dated July 5, 2006.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 18 2006
Board Date

Angelique Taylor
Signature

7/11/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: July 18, 2006 No.: R06-

WHEREAS, Ramsey County Regional Railroad Authority has additional work on transit projects, including the Central Corridor, which is entering the preliminary engineering phase, that necessitates the addition of a staff person who will manage transit projects; and

WHEREAS, The Human Resources Department has developed a new classification of Transit Project Manager --- Regional Rail (Unclassified) to reference the anticipated work of this position; and

WHEREAS, The estimated cost of the position for the remainder of 2006 is \$52,740.39, assuming the County Board approves the salary grade recommendation of the Human Resources Department for this classification, and that the vacancy is filled at the maximum salary step in the range beginning July 18, 2006; and

WHEREAS, This amount was included in the approved budget for 2006/2007 in the Central Corridor preliminary engineering account; Now, Therefore, Be It

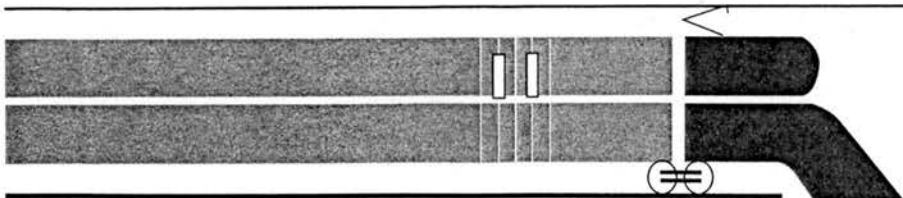
RESOLVED, That Ramsey County Regional Railroad Authority approves the increase of one full time equivalent position to the complement for the Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



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: Increase of one position in complement for Ramsey County Regional Railroad Authority

Date: July 5, 2006

Staff is requesting that one additional full time position, in the Unclassified Service, be added to the complement for the Regional Railroad Authority. The position proposed is transit project manager and would be titled Transit Project Manager-Regional Rail (Unclassified) that has been developed by the Human Resources Department.

The Central Corridor transit project has completed the alternatives analysis/draft environmental impact statement phase of work. The next phases of the project are preliminary engineering, final design and construction. Ramsey County Regional Railroad Authority, by legislation, will finance a portion of both the capital and operating costs of the project. The transit project manager position will be one of a handful of staff setting strategy and making the day-to-day decisions about the project. The position will work closely with Metropolitan Council project managers on decisions that will include schedule, budget, specifics of the project, relationships with the Federal Transit Administration and the community. There will be a need for this position for the duration of the project, estimated at this time to be eight years.

The transit project manager may also assist in the implementation of other transit projects, including Union Depot, and other transit lines as they progress.

The estimated cost and benefits for this position for five months are approximately \$52,740, assuming the County Board approves the salary grade recommendation of the Human Resources Department for this classification, and that the vacancy is filled at the maximum salary step in the range beginning July 18, 2006.

The funds for the staffing were included in the previously approved 2006/2007 Rail Authority budget.

Rail Authority staff members are on the position complement of Ramsey County Public Works Department. Therefore, an action request will be prepared for the Board of Commissioners to increase the complement for the Public Works Department by one full time equivalent position in 2006. This position will continue into 2007 and beyond.

A resolution is attached for your consideration.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

8

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathy DeSpiegelaere
Authorized Signature

7/10/06
Date

Board Action Requested

Approve the Amended and Restated
Rush Line Corridor Task Force Joint
Powers Agreement.

ACTION IS REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution;
- 2) Memorandum from Kathy DeSpiegelaere, dated July 10, 2006.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

July 18, 2006
Board Date

Angelique Taylor
Signature

7/11/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Rush Line Corridor originates in St. Paul and extends north to Duluth;
and

WHEREAS, The Ramsey County Regional Railroad Authority signed a Joint Powers
Agreement joining the Rush Line Corridor Task Force in 1999; and

WHEREAS, the Joint Powers Agreement for the Rush Line Corridor Task Force has
been Amended and Restated; Now Therefore Be It

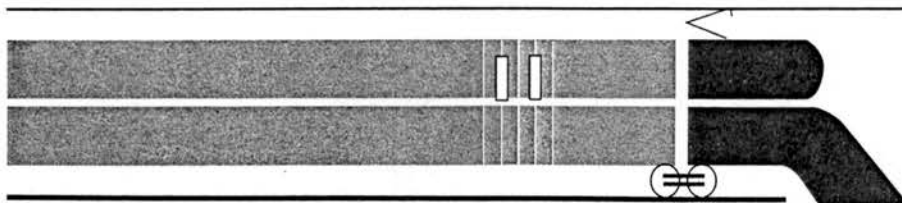
RESOLVED, the Ramsey County Regional Railroad Authority approve the Amended
and Restated Joint Powers Agreement for the Rush Line Corridor Task Force and authorize the
Chair to sign the Amended and Restated Agreement.

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 *20*

Subject: Approve Rush Line Corridor Task Force Amended and Restated
Joint Powers Agreement

Date: July 10, 2006

The Ramsey County Regional Railroad Authority (RCRRA) belongs to the Rush Line Corridor Task Force. The Joint Powers Agreement (JPA) that governs the Task Force has been revised in the form of an Amended and Restated Joint Powers Agreement. In November 2005, Task Force members expressed interest in extending the Rush Line Corridor north from its present terminus of Hinckley to Duluth. An extension of the Corridor would involve adding additional members, which led to a review of the existing JPA. It was determined that the JPA should be revised to allow for comprehensive representation of the extended corridor.

The following is a highlight of the changes:

Format

The revised JPA incorporates a new format. This format is modeled after the Amended and Restated Red Rock Corridor Commission JPA that was jointly developed by Ramsey and Washington County attorney staff. The revised format offers a logical progression, and clears up ambiguous areas.

Eligible Members

Eligible members will be listed at the beginning of the revised JPA.

Corridor

The corridor is defined as the transitway corridor originating in St. Paul and extending north to Duluth.

Financial Members

The current JPA lists contributing regional rail authorities as Chisago, Ramsey, and Washington Counties. The revised JPA lists financial members as the counties that belong to or are eligible to become members of the Task Force.

Funding

As with the current JPA, only Financial Partners (counties and regional railroad authorities) would be responsible for funding to the Task Force. If necessary, the Task Force could collect from the Financial Partners funds for administrative costs. Funds would be sought based on recent county corridor population. Currently, the Task Force does not seek financial contributions from Financial Partners, nor are there plans to request administrative funds, with the exception of corridor insurance.

Purpose

This section has been expanded to allow the Task Force to accept delegation from the State or Metropolitan Council to develop projects in the corridor. The current JPA does not allow this.

Executive Committee

This is a new item that was added to give the Financial Members a mechanism to develop and make recommendations to the Task Force.

The Amended and Restated JPA was approved by the Task Force at their April 12, 2006, meeting.

Recommendation

I am requesting that you approve the Amended and Restated Joint Powers Agreement for the Rush Line Corridor Task Force and authorize the Chair to sign the Amended and Restated Agreement.

Attachments

- Amended and Restated Joint Powers Agreement
- Original Joint Powers Agreement

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT**

This Amended and Restated Joint Powers Agreement, hereinafter together with any supplements, amendments, or exhibits (AGREEMENT) is made and entered into on this _____ day of _____, 200____, by and between **ANOKA COUNTY (ANOKA), CARLTON COUNTY (CARLTON COUNTY), CHISAGO COUNTY REGIONAL RAILROAD AUTHORITY (CHISAGO), PINE COUNTY (PINE), RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY (RAMSEY), ST. LOUIS AND LAKE COUNTIES REGIONAL RAILROAD AUTHORITY (ST. LOUIS/LAKE), WASHINGTON COUNTY REGIONAL RAILROAD AUTHORITY (WASHINGTON), the city of ASKOV (ASKOV), the city of ATKINSON (ATKINSON), the city of BARNUM (BARNUM), the city of BEROUN (BEROUN), the city of BRUNO (BRUNO), the city of CARLTON (CARLTON), the city of CENTERVILLE (CENTERVILLE), the city of CLOQUET (CLOQUET), the city of DULUTH (DULUTH), the city of DUQUETTE (DUQUETTE), the city of ESKO (ESKO), the city of FINLAYSON (FINLAYSON), the city of FOREST LAKE (FOREST LAKE), the city of GEM LAKE (GEM LAKE), the city of HARNEY (HARNEY), the city of HARRIS (HARRIS), the city of HERMANTOWN (HERMANTOWN), the city of HINCKLEY (HINCKLEY), the city of HUGO (HUGO), the city of KERRICK (KERRICK), the city of LINO LAKES (LINO LAKES), the city of LITTLE CANADA (LITTLE CANADA), the city of MAHTOWA (MAHTOWA), the city of MAPLEWOOD (MAPLEWOOD), the city of MOOSE LAKE (MOOSE LAKE), the city of NORTH BRANCH (NORTH BRANCH), the city of PINE CITY (PINE CITY), the city of PROCTOR (PROCTOR), the city of ROCK CREEK (ROCK CREEK), the city of RUSH CITY (RUSH CITY), the city of RUTLEDGE (RUTLEDGE), the city of ST. PAUL (ST. PAUL), the city of SANDSTONE (SANDSTONE), the city of STACY (STACY), the city of STURGEON**

LAKE (STURGEON LAKE), the city of THOMPSON (THOMPSON), the city of WHITE BEAR LAKE (WHITE BEAR LAKE), the city of WILLOW RIVER (WILLOW RIVER), the city of WYOMING (WYOMING), COLUMBUS TOWNSHIP (COLUMBUS), LENT TOWNSHIP (LENT), NICKERSON TOWNSHIP (NICKERSON), RUSHEBA TOWNSHIP (RUSHEBA), WHITE BEAR TOWNSHIP (WHITE BEAR TOWNSHIP), and WYOMING TOWNSHIP (WYOMING TOWNSHIP), under the authority of and pursuant to the provisions of Minn. Stat. Chapters 398A and 471.59.

WITNESSETH:

WHEREAS, ANOKA, CHISAGO, PINE, RAMSEY, WASHINGTON, FOREST LAKE, HARRIS, HUGO, LITTLE CANADA, MAPLEWOOD, NORTH BRANCH, RUSH CITY, WHITE BEAR, WYOMING, WHITE BEAR TOWNSHIP, and WYOMING TOWNSHIP entered into a Joint Powers Agreement establishing the Rush Line Corridor Taskforce (TASK FORCE) pursuant to Minn. Stat. §§ 471.59 and 398A.04, subd. 9, said AGREEMENT dated March 31, 1999 and

WHEREAS, ANOKA, CHISAGO, PINE, RAMSEY, WASHINGTON, FOREST LAKE, HARRIS, HUGO, LITTLE CANADA, MAPLEWOOD, NORTH BRANCH, RUSH CITY, WHITE BEAR, WYOMING, WHITE BEAR TOWNSHIP and WYOMING TOWNSHIP desire to amend and restate the Joint Powers Agreement and include CARLTON COUNTY, ST. LOUIS/LAKE, ASKOV, ATKINSON, BARNUM, BEROUN, BRUNO, CARLTON, CENTERVILLE, CLOQUET, DULUTH, DUQUETTE, ESKO, FINLAYSON, GEM LAKE, HARNEY, HERMANTOWN, HINCKLEY, KERRICK, LINO LAKES, MAHTOWA, MOOSE LAKE, PINE CITY, PROCTOR, ROCK CREEK, RUTLEDGE, ST. PAUL, SANDSTONE,

STACY, STURGEON LAKE, THOMPSON, WILLOW RIVER, COLUMBUS, LENT, NICKERSON, and RUSHEBA as a party to this AGREEMENT; and

WHEREAS, the Rush Line Corridor is defined as the transitway corridor originating in St. Paul in Ramsey County and extending north from Ramsey County through Washington County, Chisago County, Pine County, and Carlton County to Duluth in St. Louis County; and

WHEREAS, the Rush Line Corridor has significant transportation, safety, and land use issues; and

WHEREAS, there are opportunities for a variety of multi-modal transportation improvements in the Rush Line Corridor, including highway, commuter and freight rail, bus rapid transit, multi-use paths and/or recreational trails including bicycle trails, and Intelligent Transportation Systems (ITS); and

WHEREAS, the parties wish to collaboratively plan for multi-modal transportation improvements to the Rush Line Corridor and for the related land use and development impacts, and

WHEREAS, the TASK FORCE has completed a transit study on the Rush Line Corridor, and determined that planning for bus, bus rapid transit, and commuter rail in the Rush Line Corridor should continue; and

WHEREAS, the Minnesota Department of Transportation (Mn/DOT) has completed a study of the restoration of passenger service from the Twin Cities to Duluth and the Iron Range, and determined that additional analysis should continue; and

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

WHEREAS, the TASK FORCE intends to work collaboratively with Mn/DOT and the Metropolitan Council for the planning and development of commuter rail or other rail or rail beneficial related transit modes in the Rush Line Corridor; and

WHEREAS, it is the desire of the parties hereto to amend and restate the March 31, 1999, Joint Powers Agreement.

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

ARTICLE 1. DEFINITIONS

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

1. **Agreement** means this Amended and Restated Joint Powers Agreement.
2. **Task Force** shall mean the Joint Powers body established herein.
3. **Financial Member** means individually Anoka County, Carlton County, the Chisago County Regional Railroad Authority, Pine County, Ramsey County Regional Railroad Authority, St. Louis/Lake Counties Regional Railroad Authority, or Washington County Regional Railroad Authority.
4. **Original Signatory** shall mean, individually, Anoka County, Chisago County Regional Railroad Authority, Pine County, Ramsey County Regional Railroad Authority, Washington County Regional Railroad Authority, Forest Lake, Harris, Hugo, Little Canada, Maplewood, North Branch, White Bear, Wyoming, White Bear Township, and Wyoming Township.
5. **Corridor county population** means the population within the corridor of each county, with the corridor being defined as one mile on either side of the abandoned and active Burlington Northern Santa Fe (BNSF) railroad corridor in Ramsey County, roughly parallel to Hwy. 61, one mile on either side of the railroad corridor in Duluth, and five miles on either side of the railroad corridor for the non-urbanized portion of the corridor. If a different corridor were selected, the county corridor population would be measured on either side of that corridor instead.

ARTICLE 2. PURPOSE

The parties have entered into this agreement for the purpose of jointly exercising the powers granted to Regional Railroad Authorities organized under the provisions of Minn. Stat. Ch. 398A, including but not limited to the acquiring and managing federal, state, and local funding in conjunction with the Minnesota Department of Transportation and the Metropolitan Council, and performing any

responsibilities delegated by the Commissioner of Transportation subject to the conditions that sufficient funds are received.

ARTICLE 3. TERM

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

CARLTON COUNTY, ST. LOUIS/LAKE, ASKOV, ATKINSON, BARNUM, BEROUN, BRUNO, CARLTON, CENTERVILLE, CLOQUET, DULUTH, DUQUETTE, ESKO, FINLAYSON, GEM LAKE, HARNEY, HERMANTOWN, HINCKLEY, KERRICK, LINO LAKES, MAHTOWA, MOOSE LAKE, PINE CITY, PROCTOR, ROCK CREEK, RUTLEDGE, ST. PAUL, SANDSTONE, STACY, STURGEON LAKE, THOMPSON, WILLOW RIVER, COLUMBUS, LENT, NICKERSON, and RUSHEBA will become a party to this AGREEMENT on the later of the date approved by their governing body or the EFFECTIVE DATE herein stated. Provided, however, that if CARLTON COUNTY, ST. LOUIS/LAKE, ASKOV, ATKINSON, BARNUM, BEROUN, BRUNO, CARLTON, CENTERVILLE, CLOQUET, DULUTH, DUQUETTE, ESKO, FINLAYSON, GEM LAKE, HARNEY, HERMANTOWN, HINCKLEY, KERRICK, LINO LAKES, MAHTOWA, MOOSE LAKE, PINE CITY, PROCTOR, ROCK CREEK, RUTLEDGE, ST. PAUL, SANDSTONE, STACY, STURGEON LAKE, THOMPSON, WILLOW RIVER, COLUMBUS, LENT, NICKERSON, and RUSHEBA fail to approve the AGREEMENT within one (1) year of the EFFECTIVE DATE, they will not become parties to this AGREEMENT, except by amendment to this AGREEMENT.

ARTICLE 4. JOINT POWERS BOARD

There is hereby created a Joint Powers Board as a public entity, to be known as the Rush Line Corridor Task Force. The TASK FORCE shall be an entity separate from its member bodies and shall not be deemed an agent or partner of the member bodies, and the member bodies shall not be liable for the actions of the TASK FORCE. The TASK FORCE shall have full authority to exercise all powers stated herein without approval by the governing body or bodies of any member or members.

ARTICLE 5. MEMBERSHIP

A. Each party shall appoint one (1) member and one (1) alternate to the TASK FORCE.

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

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

All members of the TASK FORCE will have one (1) vote.

- B. TASK FORCE membership terms shall commence on January 15 of a calendar year and end on January 14 of the next succeeding year, or until a successor is appointed.

ARTICLE 6. POWERS OF TASK FORCE

The TASK FORCE has such authority as is necessary and proper to make all decisions to carry out its purpose as described in Article 2. Such powers shall be subject to the provisions of Minn. Stat. § 471.59 and will include, but not be limited to, any or all of the following powers to the extent provided by law or not otherwise limited by this AGREEMENT.

- A. Adopt an annual budget.
- B. Enter into transactions, including contracts or leases, required in furtherance of this AGREEMENT and statutory mandate, and enforce such transactions to the extent available in equity or at law. The contracting and purchasing requirements of one party designated by the TASK FORCE shall apply hereto. The TASK FORCE may approve any contract relating to this AGREEMENT up to the amount approved in the annual budget, and may authorize the Chair of the TASK FORCE to execute those contracts.
- C. Adopt by-laws and any amendments consistent with this AGREEMENT required for the exercise of the powers and purposes stated in this AGREEMENT. The by-laws may provide for the appointment of ex officio, non-voting members to the TASK FORCE by the TASK FORCE.
- D. Apply for and accept gifts, grants, loans of money, other property, or assistance on behalf of the contracting parties from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes, including any grant which may be available, enter into any agreement in connection therewith, and hold, use and dispose of such money, other property, and assistance in accordance with the terms of the gifts, grants, or loans relating thereto.
- E. Acquire and hold such real and personal property as may be required to accomplish the purposes of this AGREEMENT and, upon termination of this AGREEMENT, make distribution of such property as is provided for in this AGREEMENT.
- F. Employ agents and employees, and to fix the compensation and all other terms and conditions of employment thereof.
- G. Incur debts, liabilities, or obligations, which do not constitute a debt of any of the parties. The Joint Powers Board does not have authority to incur debts, liabilities, or obligations, which constitute a debt of any of the parties.
- H. Sue and be sued in its own name.

All powers granted herein shall be exercised by the TASK FORCE in accordance with the legal requirements applicable to the regional railroad authorities.

ARTICLE 7. OFFICERS, EMPLOYEES, AND SERVICES

- A. The TASK FORCE shall elect a Chair and Vice-Chair from its membership at its first regular meeting each year. The Chair and Vice-Chair shall be elected by the TASK FORCE from its membership for a term of one (1) year. The Chair shall preside at all meetings of the TASK FORCE, may establish such subcommittees as may be needed from time to time and shall perform other duties and functions as may be determined by the TASK FORCE. The Vice-Chair shall preside over and act for the TASK FORCE during the absence of the Chair. If both the Chair and Vice-Chair are absent, the TASK FORCE may elect a temporary Chair to conduct its business, provided a quorum is present.

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

- B. **Executive Committee.** The TASK FORCE shall establish an Executive Committee of the TASK FORCE consisting of the representative of each Financial Member. The Executive Committee shall develop and make recommendations to the TASK FORCE regarding the ongoing responsibilities of the TASK FORCE, and shall have such other duties as set forth in the TASK FORCE's by-laws.
- C. **Staff.** Each party may provide staff support to the TASK FORCE, subject to the approval of the TASK FORCE.
- D. **Vacancies.** If an appointment of any TASK FORCE member or alternate is vacated before the end of his or her term, the vacancy shall be filled by appointment by the appropriate appointing governing body. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist.
- E. **Meetings.** The TASK FORCE shall meet at regular intervals at such times and places as the TASK FORCE shall establish in its by-laws. Special meetings may be held on reasonable notice by the Chair or any two members upon terms and conditions as the TASK FORCE may determine and that conform to the Minnesota Open Meeting Law, Minn. Stat. § 13D.
- F. **Committees.** The TASK FORCE may establish standing committees of the TASK FORCE by providing for such committees by resolution. The Chair may establish ad hoc committees of the TASK FORCE.

ARTICLE 8. FUNDING

- A. **Financial Members' Contributions.** The TASK FORCE will collect, if determined by the TASK FORCE to be needed, the funding for items listed below. This funding shall be based on corridor county population for the most recent census year or most recent state demographer data available. For capital projects located in one county, that county or regional railroad authority would be expected to fund the non-federal portion of the project costs if federal funds are received for that project.
- (a) Administrative costs shall include but not limited to salaries and fringe benefits, rent, utilities, transportation, travel, telephone, office supplies, insurance, accounting and legal fees not relating to a specific corridor, and membership fees and dues incurred by the Board.
- B. **Annual Budget.** For the calendar year next following the calendar year in which the EFFECTIVE DATE occurs and all subsequent years, the TASK FORCE shall establish and approve a budget.
- C. **Financial Members' Budget Approval.** Adoption of the budget shall require unanimous approval of the Financial Members.
- D. **Contribution Date.** Except for any initial contribution required by this AGREEMENT, assessments made under the provisions of this article shall be paid by each Financial Member by January 3 of each year. The initial contribution shall be made within sixty (60) days of the adoption of the budget pursuant to Article 8(A) thereof.
- E. **Budgeting, Accounting, Fiscal Agent, and Other Services.** The TASK FORCE may contract with any party to provide contract management, legal review, and budgeting and accounting services necessary or convenient for the TASK FORCE and otherwise act as the TASK FORCE's fiscal agent. Such services shall include, but not be limited to, management of all funds, including contributions and grant monies, payment for contracted services, and relevant bookkeeping and record keeping. The contracting and purchasing requirements of the member so selected shall apply to transactions of the TASK FORCE. Such member shall identify the staff person to work as liaison with the TASK FORCE.
- F. **Accountability for Funds.** All funds shall be accounted for according to generally acceptable accounting principles. A report on all receipts and disbursements shall be forwarded to the TASK FORCE on an annual basis. The parties have the authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established TASK FORCE funds shall be credited back to that same fund.

ARTICLE 9. WITHDRAWAL AND TERMINATION

- A. **Withdrawal.** Any party may withdraw from this AGREEMENT upon 90-days prior written notice evidenced by resolution of the party's governing body to the TASK FORCE. In the

event of withdrawal by any party, this AGREEMENT shall remain in full force and effect as to all remaining parties.

- B. **Effect of Withdrawal, Disposition of Property, Funds, and Obligations.** A party withdrawing from this AGREEMENT shall, prior to such withdrawal, pay the full amount of any unpaid assessments to the TASK FORCE as defined in Article 8(A). A party withdrawing from this AGREEMENT shall not receive a distribution of property or funds until such time as this AGREEMENT is terminated by all parties pursuant to this Article 9. Such disposition of property shall be in accordance with the provisions of Section D of this Article 9.

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

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

ARTICLE 10. MISCELLANEOUS

- A. **Amendments.** This AGREEMENT may be amended by unanimous agreement of the parties as evidenced by resolutions adopted by the respective governing bodies.
- B. **Records, Accounts, and Reports.** The TASK FORCE shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the TASK FORCE shall be subject to the provisions of Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16C.05, subd. 5. The TASK FORCE, within one hundred twenty (120) days after the close of each fiscal year, which shall be

January 1 to December 31, shall give a complete written report of all financial activities for such fiscal year to the parties.

- C. **Counterparts.** This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- D. **Severability.** The provisions of this AGREEMENT are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this AGREEMENT.
- E. **Entire Agreement.** This AGREEMENT constitutes the entire agreement between the parties and supersedes all prior written or oral agreements relating to the TASK FORCE.
- F. **Alternative Dispute Resolution.** In the event of a dispute arising under this AGREEMENT, the parties and the TASK FORCE agree to attempt to resolve their dispute by following the process described below:
 - (1) A party shall provide written notice to the TASK FORCE describing perceived conflict, positions, and underlying reasons.
 - (2) The TASK FORCE or member shall provide written response to notice within seven (7) days of receipt of notice.
 - (3) The parties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution. Costs of such facilitator shall be shared equally by all parties to the dispute.
 - (4) At the first meeting, the neutral facilitator will assist the parties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation, or arbitration.
 - (5) In developing the process, the parties will be guided by the following principles:
 - (i) the parties will attempt in good faith to reach a negotiated settlement;
 - (ii) the parties agree that there must be fair representation of the parties directly involved in the dispute;
 - (iii) the parties will use legal proceedings as a last resort; and

- (iv) in the event the parties are unable to resolve the dispute, each party retains all rights, remedies, or defenses it had prior to entering the process.
- (6) The parties will report to the TASK FORCE within 60-days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings.

IN WITNESS WHEREOF, the parties to this AGREEMENT have hereunto set their hands on the date written below.

**JOINT POWERS AGREEMENT
ESTABLISHING THE
RUSH LINE CORRIDOR TASK FORCE**

THIS AGREEMENT, is entered into by and between the undersigned Regional Railroad Authorities, Cities and Townships, all being governmental units of the State of Minnesota, pursuant to the authority contained in the Minn. Statutes §§471.59 and 398A.04, subd. 9.

RECITALS

WHEREAS, the Rush Line Corridor is defined as the North State Trunk Highway 61 transportation corridor from Rush City through St. Paul; and

WHEREAS, the Rush Line Corridor has significant transportation, safety and land use issues; and

WHEREAS, there are opportunities for a variety of multi-modal transportation improvements in the corridor, including highway improvements, commuter, light and freight rail, multi use paths and Intelligent Transportation Systems (ITS); and

WHEREAS, such communities wish to collaboratively plan for multi-modal transportation improvements to the corridor and for the related land use and development impacts.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive herefrom, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of the parties in entering into this Agreement is to analyze the feasibility and environmental impacts of integrated transportation improvements along the Rush Line Corridor, including highway improvements, commuter, light and freight rail, recreational trails, ITS, safety and related land use issues. The method of accomplishing the purpose of this Agreement is the establishment of a joint powers board to provide a mechanism whereby the parties can jointly address the need for enhanced transportation along the corridor, congestion relief, decreased traveling time, and systematic land use and development planning.

ARTICLE II. DEFINITIONS

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this agreement have the meanings herein stated:

Agreement means this Joint Powers Agreement as it now exists and as it may hereafter be amended.

Task Force (Rush Line Corridor Task Force) shall mean the joint powers board herein established.

Contributing Regional Rail Authority shall mean Chisago County Regional Railroad Authority, Ramsey County Regional Railroad Authority and Washington County Regional Railroad Authority.

Rush Line Corridor shall be defined as the North State Trunk Highway 61 transportation corridor from Rush City through St. Paul.

ARTICLE III. TASK FORCE MEMBERS

The government units that are eligible for participation in this Task Force upon adoption of this Agreement by their respective governmental units on or before December 31, 2000 include:

Chisago County Regional Railroad Authority
Ramsey County Regional Railroad Authority
Washington County Regional Railroad Authority

City of Forest Lake
Forest Lake Township
City of Gem Lake
City of Harris
City of Hugo
Lent Township
City of Little Canada
City of Maplewood
City of North Branch
Rush City
Rushseba Township
City of Saint Paul
City of Stacy
City of Vadnais Heights
City of White Bear Lake
White Bear Township
Wyoming Township
City of Wyoming

Additional governmental units not listed above may be eligible to participate if approved by the Task Force. The terms and conditions of this Agreement shall be effective as to an eligible participant when the Agreement has been executed by the duly authorized representative of that party. The Task Force shall commence exercising the powers and authorities in this Agreement on the day this Agreement has been duly executed by the Chisago County Regional Railroad Authority, Ramsey County Regional Railroad Authority and Washington County Regional Railroad Authority (whichever acts last) and shall continue until terminated as provided herein.

ARTICLE III. TASK FORCE ORGANIZATION

Section 1: Establishment and Composition.

The parties hereby establish a joint powers board to be known as the Rush Line Corridor Task Force ("Task Force") to jointly exercise such powers and authorities as are necessary to achieve its purposes and fulfill its duties as provided for in Article V, subject to

the terms and conditions of this Agreement. The Task Force shall be an entity separate from its member bodies and shall not be deemed an agent or partner of the member bodies, and the member bodies shall not be liable for the activities of the Task Force. This Agreement defines and establishes the structure and procedures of the Task Force, the responsibilities and powers of the Task Force, and the relationship between the Task Force and the member governmental units.

Section 2: Membership

Each Task Force member shall appoint one (1) of its members and one (1) alternate. Each member and alternate shall serve for a term of one (1) year from the date of his or her appointment. The first term of all members will terminate on January 15, 2001 and annually thereafter. By January 15 of each year, the governmental unit will appoint its member and alternate. Each member and alternate must be a member of the governmental unit making the appointment and must remain so during the term of her or his appointment. If a Task Force member ceases to be a member of the governmental unit he or she represents, his or her membership in the Task Force shall immediately terminate and the member governmental unit shall appoint a new member.

Each member of the Task Force shall have one (1) vote. An alternate may vote in the member's absence. A quorum must be present for voting. For any action to be approved, there must be an affirmative vote of a majority.

Removal, with or without cause, of any member or alternate during the term for which the member has been appointed may be done at any time but shall be done only by resolution of the appointing governing body. Resolutions of any governing body under this section shall be filed at the Ramsey County Regional Railroad Authority.

Section 3: Chair and Vice Chair.

The Task Force shall elect a Chair and Vice Chair from its membership at its first regular meeting each year. The Chair and Vice Chair shall be elected by the Task Force from its membership for a one year term. The Chair shall preside at all meetings of the Task Force, may establish such subcommittees as may be needed from time to time and shall perform other duties and functions as may be determined by the Task Force. The Vice Chair shall preside over and act for the Task Force during the absence of the Chair.

The Vice Chair shall also perform the duties and functions of the Treasurer as provided for in the by-laws. If both the Chair and Vice Chair are absent, the Task Force may elect a temporary chair to conduct its business, provided a quorum is present.

Section 4: Staff.

Each member governmental unit may provide staff support to the Task Force, subject to the approval of the Task Force.

Section 5: Vacancies.

If an appointment of any member or alternate is vacated before the end of the term, the vacancy shall be filled by appointment by the appropriate appointing governing body. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist.

Section 6: Meetings.

An initial organizational meeting of the Task Force shall be held within 60 days of the commencement of this Agreement. Thereafter, the Task Force shall meet at regular meetings at such times and places as the Task Force shall establish in its bylaws. Special meetings may be held on reasonable notice by the Chair or any two representatives upon terms and conditions as the Task Force may determine.

ARTICLE IV. DUTIES OF THE TASK FORCE

The duties of the Task Force shall include the following:

- A. The Task Force shall seek, receive and manage grant funding in accordance with all applicable rules, regulations and other requirements of the granting agency or organization.
- B. The Task Force shall seek, receive, and manage state or other funding as appropriate and as feasible.
3. The Task Force shall assess the need for and analyze the feasibility of multi-modal transportation improvements in the Corridor, including highway improvements,

commuter, light and freight rail, recreational trails, ITS, safety and related land use issues.

4. The Task Force shall establish such advisory committees and task forces as needed for the purpose of receiving public input and shall identify appropriate interested parties, and develop guidelines for public participation.
5. The Task Force shall conduct environmental evaluations, as required by law.
6. The Task Force shall coordinate its activities as necessary with Burlington Northern Santa Fe Railroad, Canadian Pacific Railroad, the Minnesota Department of Transportation, affected airports, the Metropolitan Council, and other necessary entities.
7. The Task Force shall prepare reports addressing implementation issues, including but not limited to ownership, operation, construction, start-up and financing. The Task Force shall also prepare a report addressing the on-going implementation responsibilities of the Task Force, if any, and shall make recommendations regarding the composition, powers and duties of the Task Force for implementation.

ARTICLE V. POWERS OF THE TASK FORCE

Section 1: General Powers.

The Task Force is hereby authorized to exercise such powers as are necessary and proper to fulfill its purpose and perform its duties. Such powers shall include those specific powers enumerated in Section 2 of this Article. The Task Force shall not have the power to issue bonds.

Section 2: Specific Powers.

- A. The Task Force shall adopt an annual work plan and budget, together with a statement of the sources of funding and allocate for payment the proportion of such amounts required of each governmental unit, in accordance with the provisions set forth in Article VII.
- B. The Task Force may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent

available in equity or at law. The Task Force may approve any contract relating to this Agreement up to the amount approved in the annual budget, and may authorize the Chair of the Task Force to execute those contracts. No payment on any invoice for services performed by a consultant or any other person or organization providing services in connection with this Agreement shall be authorized unless approved by Task Force.

- C. The Task Force may disburse funds in a manner which is consistent with the method provided by law for the disbursement of funds by counties, as well as any federal or State requirements.
- D. The Task Force shall have the power to adopt such by-laws that it may deem necessary or desirable for the conduct of this business of the Task Force. Such by-laws shall be consistent with this Agreement and any applicable laws or regulations. For purpose of adopting the by-laws, a majority affirmative vote by all Contributing Regional Railroad Authorities is required.
- E. The Task Force may apply for and accept gifts, grants or loans of money, other property or assistance from the United States Government, the State of Minnesota, or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money, other property to the parties and assistance in accordance with the terms of this gift, grant or loan relating thereto.
- F. The Task Force may hold such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.
- G. The Task Force may purchase insurance as is deemed advisable and may take action to enforce its rights in equity or in law.

Section 3: Exercise of Powers.

All powers granted herein shall be exercised by the Task Force in accordance with the legal requirements applicable to counties. In accordance with Minn. Stat. § 471.59, subd. 3, the purchasing and contracting requirements of the county selected pursuant to Article VII, Section 4 shall apply to the Task Force.

Section 4: Indemnification

The Task Force shall acquire such insurance protection as is necessary, and shall defend, indemnify, and hold harmless all parties to this agreement and their officers, agents and employees from all claims, losses, damages, costs, injury and liability of any kind, nature, and description indirectly or directly arising from the performance of any of the activities of the Task Force or activities undertaken pursuant to this agreement. Neither the procuring of insurance or any other provision of this paragraph shall be construed as or operate as a waiver of any member's statutory or common law immunities or limitations on liability.

The Task Force shall defend, indemnify, and hold harmless all parties to this agreement and their officers, agents and employees from all claims, losses, damages, costs, injury and liability of any kind, nature, and description indirectly or directly arising from the performance of any of the activities of the Task Force or activities undertaken pursuant to this agreement. Neither the procuring of insurance or any other provision of this paragraph shall be construed as or operate as a waiver of any member's statutory or common law immunities or limitations on liability.

The Task Force may assess all members for contributions required to perform the obligations of this Article V, Section 4.

ARTICLE VII. FUNDING

Section 1: Initial Funding.

It is understood by the parties that the activities and duties of the Task Force are to be funded primarily by grant monies from the United States Government, the State of Minnesota or any other association or agency. Nevertheless, the Contributing Regional Railroad Authorities agree to contribute funding, if necessary, for the start-up and administrative expenses of the Task Force (to the extent not covered by grant funds).

Section 2: Budget.

- A. A budget shall be adopted by July 1 of each year. The Task Force by unanimous vote shall adopt an annual administrative budget for the following calendar year,

and shall determine the amount of contribution, if any, by each member. Any excess funds in the administrative budget remaining at the end of the fiscal year shall be carried forward in such manner as to reduce proportionately each member's contribution for the following fiscal year.

- B. If the Task Force incurs any expenses as a result of a claim for damages, the expenses and any damages paid shall be assessed against each member regardless of whether or not that member is a Contributing Regional Railroad Authority.

Section 3: Time of Payment.

Except for the initial contribution, all assessments made under the provisions of this Article shall be paid by each member by January 1 of each year unless the member has withdrawn pursuant to Article VIII.

Section 4: Budgeting, Accounting, Fiscal Agent and Other Services.

The Task Force may contract with any of its members to provide contract management, legal review and budgeting and accounting services necessary or convenient for the Task Force and otherwise act as the Task Force's fiscal agent. Such services shall include, but not be limited to: management of all funds, including contributions and grant monies; payment for contracted services; and relevant bookkeeping and recordkeeping. The contracting and purchasing requirements of the member so selected shall apply to transactions of the Task Force. Such member shall identify the staff person to work as liaison with the Task Force.

Section 5: Accountability for Funds.

All funds shall be accounted for according to generally acceptable accounting principles. A report on all receipts and disbursements shall be forwarded to the Task Force on an annual basis. The members have the authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established Task Force funds shall be credited back to that same fund.

ARTICLE VIII. WITHDRAWAL AND TERMINATION

Section 1: Withdrawal.

Any party may withdraw from this Agreement upon the following conditions: a) giving 90 days written notice to the Task Force, and b) showing that all undisputed amounts due and owing pursuant to Article VII, Section 1 and 2, have been paid. Notice shall be a certified copy of a resolution of its governing body indicating its intent to withdraw from this Agreement. Upon receipt of the resolution, the Chair of the Task Force shall forward a copy of the resolution to each of the members. In the event of withdrawal by any member body, this Agreement shall remain in full force and effect as to all remaining member bodies.

Section 2: Effect of Withdrawal.

Withdrawal by any member shall not terminate this Agreement except as provided in Section 3, herein. Withdrawal shall not act to discharge any liability incurred or chargeable to any member before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement. No member shall be entitled to a refund of assessments paid, or forgiveness of such assessments owed, to the Task Force.

Section 3: Termination.

This Agreement shall terminate upon the occurrence of any one of the following events:

- A. When members withdraw pursuant to Section 1 so that, in the judgment of the Task Force, it becomes impractical or uneconomical to continue.
- B. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.
- C. When a majority of the Task Force agree to terminate this Agreement.

Section 4: Effect of Termination.

Termination shall not discharge any liability incurred by the Task Force or by the members during the term of this Agreement. Property or surplus money acquired by the Task Force shall be distributed to the members in proportion to contributions of the

members. The Task Force shall approve a final report of its activities and affairs and, on the expiration of thirty (30) days therefrom, shall cease to exist.

ARTICLE IX. MISCELLANEOUS

Section 1: Amendments.

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

Section 2: Records, Accounts and Reports.

The Task Force shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Task Force shall be subject to the provisions of Minn. Stat. Chapter 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16B.04. The Task Force, within one hundred and twenty (120) days after the close of each fiscal year, which shall be January 1 to December 31, shall give a complete written report of all financial activities for such fiscal year to the parties.

Section 3: Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Section 4: Severability.

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 5: Alternative Dispute Resolution.

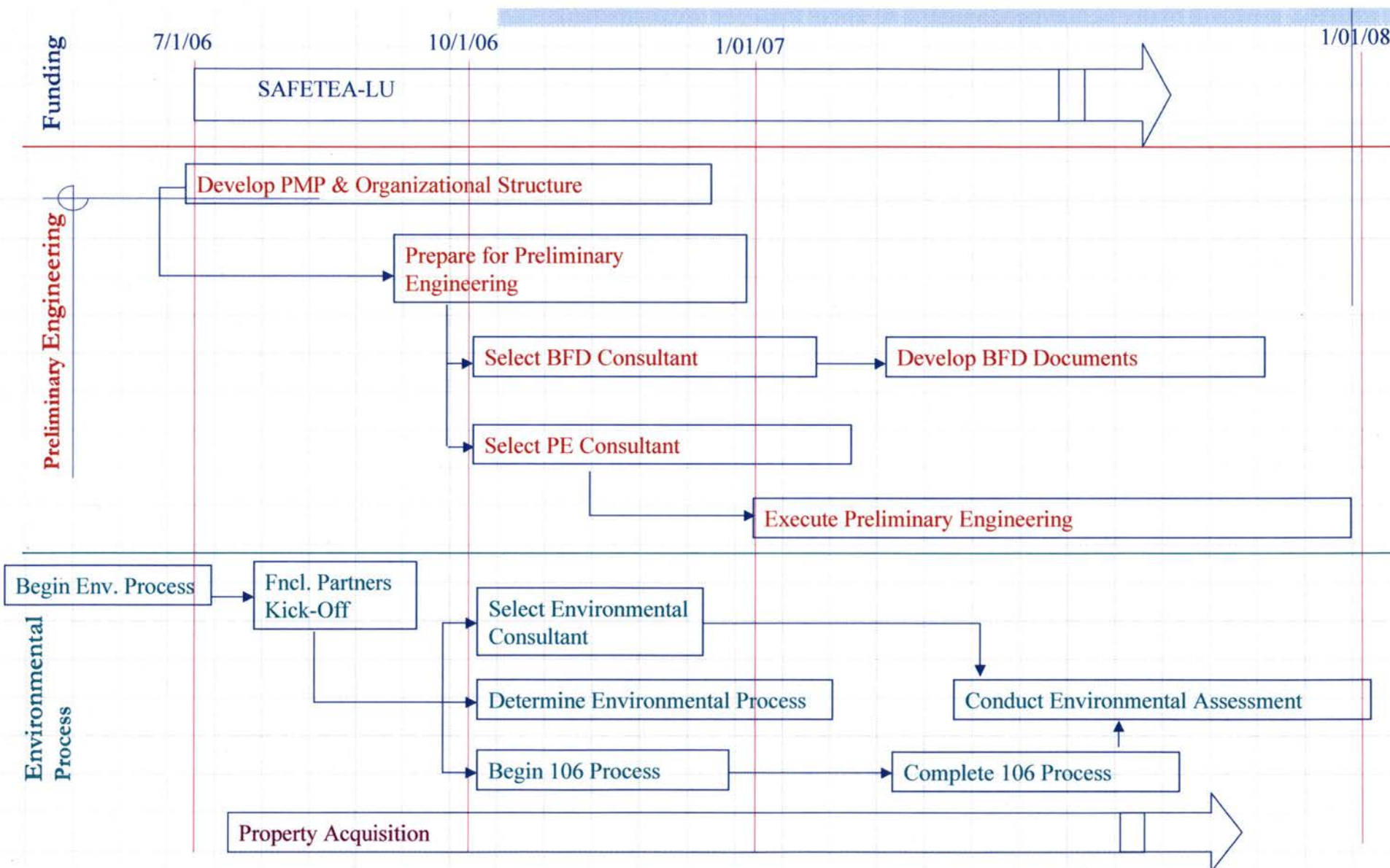
In the event of a dispute arising under this Agreement, the parties and the Task Force agree to attempt to resolve their dispute by following the process described below:

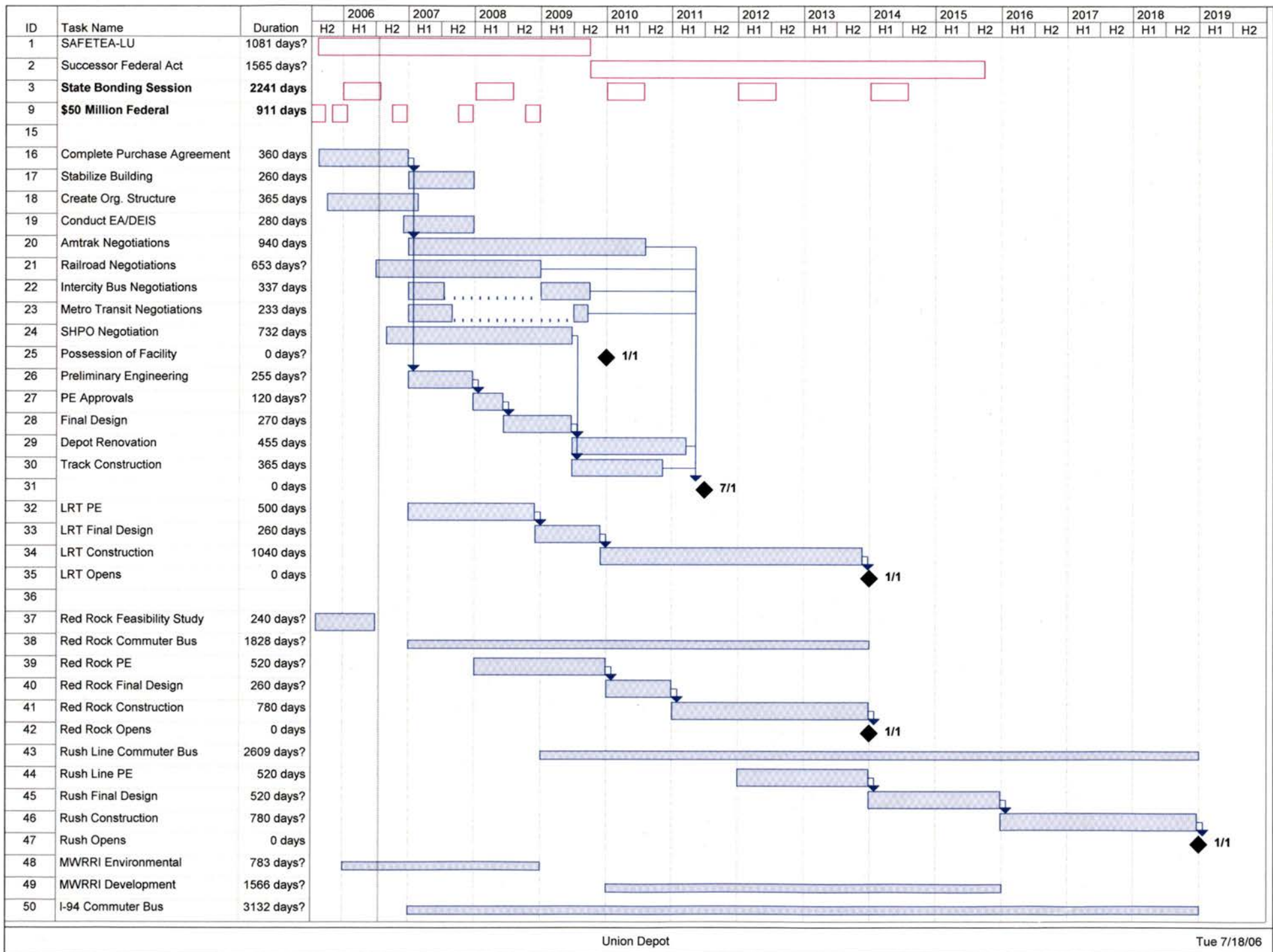
- A. A party shall provide written notice to the Task Force describing perceived conflict, positions and underlying reasons.
- B. The Task Force or member shall provide written response to notice with 7 days of receipt of notice.
- C. The parties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution. Costs of such facilitator shall be shared equally by all parties to the dispute.
- D. At the first meeting, the neutral facilitator will assist the parties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation or arbitration.
- E. In developing the process, the parties will be guided by the following principles:
 - 1) The parties will attempt in good faith to reach a negotiated settlement.
 - 2) The parties agree that there must be fair representation of the parties directly involved in the dispute.
 - 3) The parties will use legal proceedings as a last resort.
 - 4) In the event the parties are unable to resolve the dispute, each party retains all rights, remedies or defenses it had prior to entering the process.
- F. The parties will report to the Task Force within 60 days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written below:

Tony Bennett (Date)
Ramsey County RRA

Myra Peterson (Date)
Washington County RRA





LOCATE RESOLUTION

EXPRESSING STRONG SUPPORT FOR KEEPING FOURTH STREET LEG PART OF
CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT AND COMMITMENT TO
MAKING UNION DEPOT ITS EASTERN TERMINUS

WHEREAS, Union Depot was completed in 1923 and served as the major transit hub for St. Paul and the Twin Cities region for close to 50 years; and

WHEREAS, a redeveloped Union Depot Multi-Modal Transit Center represents the next stage in the St. Paul-Minneapolis region's transportation future and offers a significant opportunity for economic development; and

WHEREAS, a revitalized Union Depot will blend transit modes that exist today with others that are included in the region's long-range plan in one historic location; and

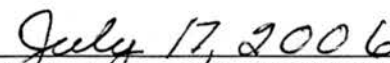
WHEREAS, a revitalized Union Depot will serve regional, state and community transportation needs; and

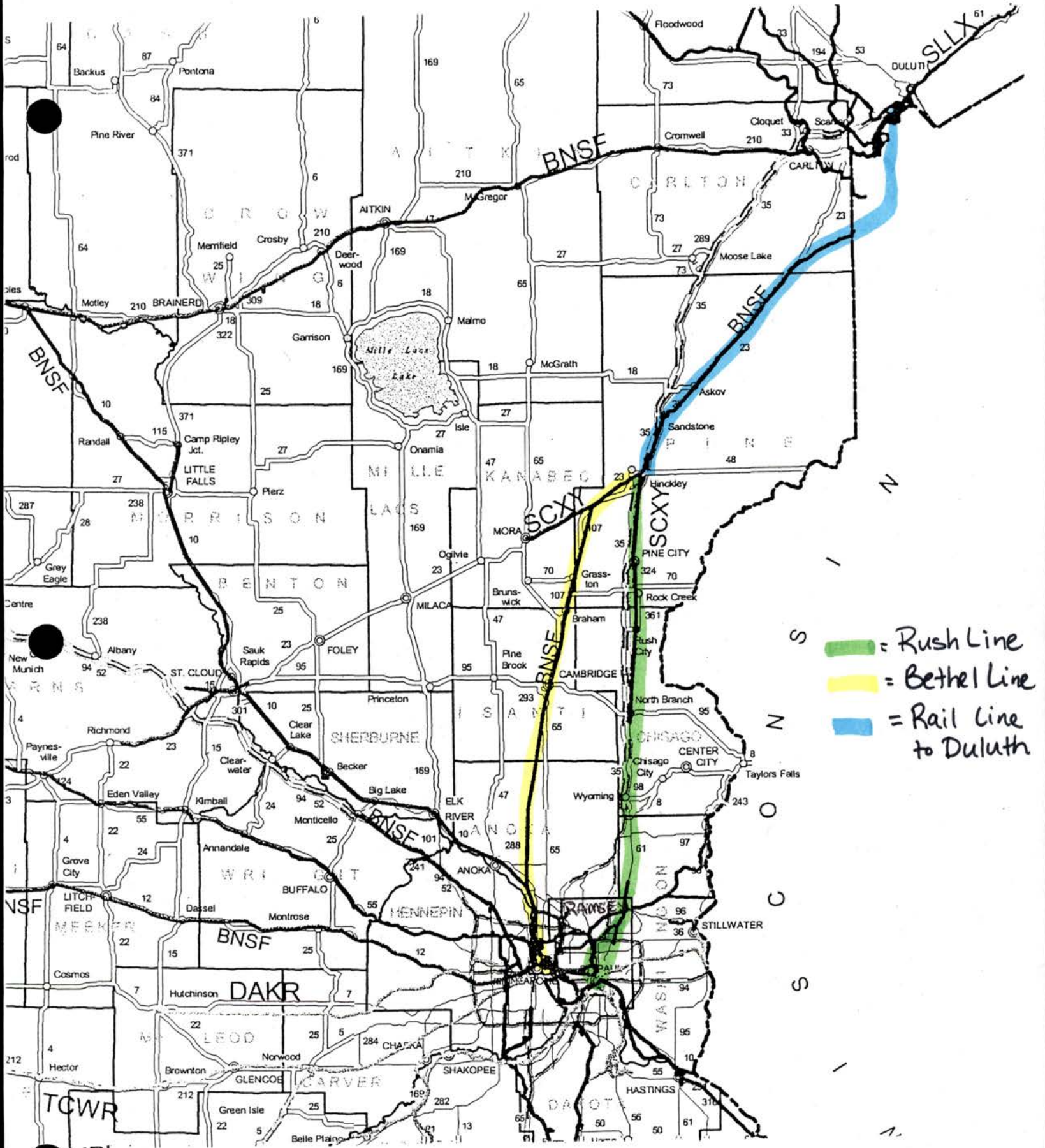
WHEREAS, a revitalized Union Depot, serving as the eastern terminus for the Central Corridor light rail line, will be an integral piece of the metro area's transportation network; NOW, THEREFORE, BE IT

RESOLVED, that the members of LOCATE Task Force strongly urge the Metropolitan Council to maintain the Fourth Street section of the Central Corridor line as well as its terminus at St. Paul's Union Depot as part of the light rail transit project.

Approved:

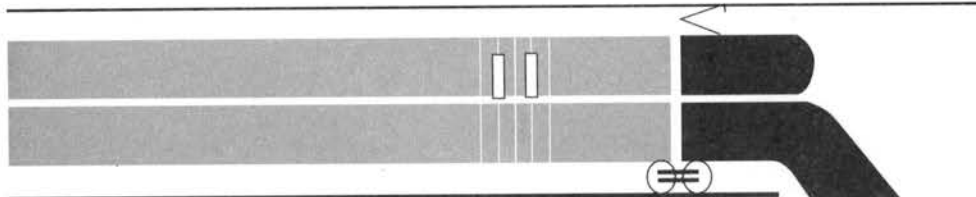

Chairman


Date Approved by LOCATE



Twin Cities to Duluth
Passenger Rail Options

July 2006



Ramsey County Regional Railroad Authority

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

Revised
AGENDA

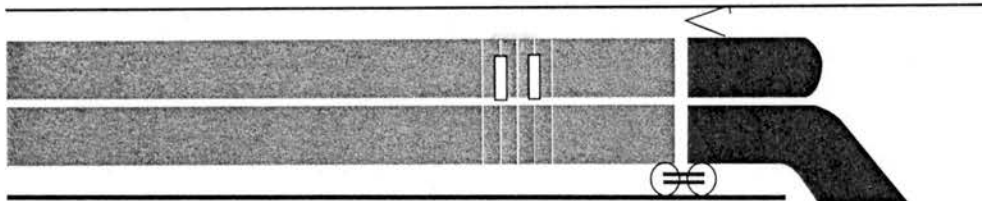
Regional Railroad Work Session

July 25, 2006

**Roseville City Hall Willow Room
2660 Civic Center Drive
Roseville, MN 55113**

1:45 p.m.

Materials will be distributed separately



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
From: Kathryn DeSpiegelaere, Director
Subject: Work Session of July 25, 2006
Date: July 21, 2006

The agenda for the work session of July 25 is:

- (1) Discussion of the memorandum of understanding with the Metropolitan Council and Hennepin County Regional Railroad Authority for the Central Corridor capital and operating costs (Attachments 1 and 2); and
- (2) Discussion of the Central Corridor major decisions likely to be made in the initial stages of preliminary engineering (Attachment 3).

The meeting will be held at Roseville City Hall at 1:30 PM or when you arrive from your earlier meeting.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE METROPOLITAN COUNCIL,
THE RAMSEY COUNTY REGIONAL RAIL AUTHORITY, AND
THE HENNEPIN COUNTY REGIONAL RAIL AUTHORITY
REGARDING FUTURE FUNDING
OF THE CENTRAL CORRIDOR TRANSITWAY**

This Memorandum Of Understanding is entered into by and between the Metropolitan Council (Council), the Ramsey County Regional Rail Authority (RCRRA), and the Hennepin County Regional Rail Authority (HCRRA).

WHEREAS:

1. The parties to this agreement have been involved in various activities regarding the development of a Central Corridor Transitway running between Downtown Minneapolis and Downtown St. Paul, generally via Washington and University Avenues.
2. If implemented, the Central Corridor Transitway is contemplated to be operated as a Light Rail Transit (LRT) system.
3. The State of Minnesota during the 2006 Legislative Session appropriated certain funds to the Metropolitan Council in order to conduct environmental studies, complete preliminary engineering, and design the Central Corridor Transitway (also known as the Central Corridor LRT Project). The appropriation is contained in 2006 Minnesota Laws, Chapter 258, Section 17, Subdivision 4.
4. The said appropriation includes the following language:

This appropriation is not available until the commissioner of finance has determined that, by September 1, 2006, the Metropolitan Council, the Ramsey County Regional Rail Authority, and the Hennepin County Regional Rail Authority have entered into a memorandum of understanding that specifies future expected funding shares for operating and capital for the Central Corridor Transit Way. The agreement must require that the named agencies be responsible for at least one-third of the state and local match to federal new-start capital funding.

5. This Memorandum of Understanding is being entered into by and between the parties in order to fulfill the requirements of the referenced law.

NOW, THEREFORE, the above-named parties hereby agree as follows:

ARTICLE 1. CAPITAL FUNDING

1.01 Agreement to Provide Local Capital Match Funds

(a) With respect to any new-start capital funding or any other federal capital funding that may become available for design or construction of the Central Corridor Transitway, the RCRRA and HCRRA agree to provide funding for not less than one-third of any required local match to the federal capital funds. The RCRRA share shall be 70% of such commitment and the HCRRA share shall be 30% of such commitment.

(b) The parties acknowledge that the RCRRA and HCRRA shares of the local match specified in the previous paragraph are based on the currently projected 9.75 construction miles for the transitway (from the junction with the Hiawatha LRT Line to the Union Depot in St. Paul) and the percentage of those miles currently projected to be located in Ramsey County and Hennepin County respectively. If, upon completion of preliminary or final design of the transitway, the percentage of construction miles for the transitway located in the two counties varies from the percentages stated in the previous paragraph, the parties shall enter into an amendment of this agreement in order to reflect the final percentage of construction miles in each county.

(c) For the purposes of this agreement, the term "local match" means matching funds for design and construction of the Central Corridor Transitway derived from the State of Minnesota, local units of government, and/or private contributors.

1.02 Council Not Required to Provide Direct Capital Funds. The Council is not required to provide any capital funds as a match to federal funds that may become available for use in design or construction of the Central Corridor Transitway, except to the extent funds are appropriated to the Council by the State of Minnesota for that specific purpose or to the extent the Council obtains funds from third parties specifically for such purpose, by gift or other means.

1.03 Timing and Payment of Funds. All funds to be paid by RCRRA and HCRRA under this Article 1 shall be paid to such persons, at such times, and in such installment amounts as may be directed by the Council.

ARTICLE 2. OPERATIONS FUNDING

2.01 Agreement to Provide Operations Funds

(a) With respect to funding operation of the Central Corridor Transitway, the RCRRA and HCRRA agree to provide funding for not less than one-half of the net subsidy amount needed to operate the transitway. The RCRRA share shall be 63% of such net subsidy amount and the HCRRA share shall 37% of such net subsidy amount.

(b) The parties acknowledge that the RCRRA and HCRRA shares of the net subsidy amount specified in the previous paragraph are based on the currently projected 10.80 revenue track miles for the transitway (from the Minneapolis multi-modal station to the Union Depot in St. Paul) and the percentage of those miles currently projected to be located in Ramsey County and Hennepin County respectively. If, upon completion of construction of the transitway, the percentage of revenue track miles for the transitway located in the two counties varies from the percentages stated in the previous paragraph, the parties shall enter into an amendment of this agreement in order to reflect the final constructed percentage of revenue track miles in each county.

(c) For the purposes of this agreement, the term "net subsidy amount" for the Central Corridor Transitway shall mean the amount needed to operate the Central Corridor Transitway, less any passenger or other income allocated by the Council to the Central Corridor Transitway. Monies derived from State of Minnesota appropriations or from Council funding (including any property tax levied by the Council) shall not constitute income for the purposes of determining the net subsidy amount.

2.02 Council Operation of Central Corridor. Under current law, the Council shall be responsible for operation of the Central Corridor Transitway. In consultation with the RCRRA and the HCRRA, the Council shall at its discretion determine the level of service to be provided in the corridor based on funds available to the Council for all transit operations from State of Minnesota appropriations, passenger revenue, grants or other sources of funds. Nothing in this Memorandum of Understanding shall be deemed a commitment on the part of the Council to any particular level of service in the Central Corridor Transitway.

2.03 Timing and Payment of Funds. All funds to be paid by RCRRA and HCRRA under this Article 2 shall be paid to the Council at such times and in such installment amounts as may be directed by the Council.

ARTICLE 3. GENERAL PROVISIONS

3.01 Amendments. The terms of this agreement may only be changed by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized representatives of all of the parties.

3.02 Assignment. No party may assign its obligations under this agreement to another person or entity without the written consent of the other parties to this agreement.

3.03 Interpretation. This agreement is intended to implement the requirements for a Memorandum of Understanding in 2006 Minnesota Laws, Chapter 258, Section 17, Subdivision 4, and shall be interpreted accordingly.

3.04 Successors. This agreement shall inure to the benefit of, and constitute a binding obligation upon, each party's successors and, if such assignment is consented to in accordance with section 3.02, each party's assigns.

3.05 Repeal or Modification. The parties recognize and acknowledge that the funding requirements in this Memorandum of Understanding may be repealed or modified by future law.

3.06 Execution In Counterparts; Effective Date. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Memorandum of Understanding shall become effective when the executions of all parties are affixed to the document.

3.07 Submission to Commissioner of Finance. The Metropolitan Council, on behalf of the parties, shall submit an executed copy of this agreement to the Commissioner of Finance so that the Commissioner can make the determination provided for in 2006 Minnesota Laws, Chapter 258, Section 17, Subdivision 4.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on the dates indicated below.

METROPOLITAN COUNCIL

Approved as to form:

Metropolitan Council
Office of General Counsel

By: _____
Thomas Weaver
Regional Administrator

Date: _____

**RAMSEY COUNTY REGIONAL RAIL
AUTHORITY**

By: _____

Its: _____

Date: _____

**HENNEPIN COUNTY REGIONAL RAIL
AUTHORITY**

By: _____

Its: _____

Date: _____

OFFICE OF THE RAMSEY COUNTY ATTORNEY

Susan Gaertner, County Attorney

50 West Kellogg Boulevard, Suite 560 • St. Paul, Minnesota 55102-1556

Telephone (651) 266-3222 • Fax (651) 266-3032



Civil Division

MEMORANDUM

TO: Ramsey County Regional Railroad Authority

FROM: David MacMillan
Ramsey County Attorney's Office

DATE: July 19, 2006

SUBJECT: RCRRA/HCRRA/Metropolitan Council Capital and Operating Cost
Memorandum of Understanding

Background

In 2006, the Minnesota Legislature appropriated \$7,800,000 from general obligation bond proceeds to the Metropolitan Council (the Council) for conducting environmental studies, completing preliminary engineering, and design of the Central Corridor Transitway between downtown Minneapolis and downtown St. Paul (the Central Corridor). This appropriation is, by legislative action, made contingent on the Council, Hennepin County Regional Railroad Authority, and Ramsey County Regional Railroad Authority entering into a Memorandum of Understanding (MOU) for allocation of future funding shares for construction and operation between the rail authorities and the state/Council. The legislation stated that the RRAs will be responsible for "not less than one-third" of the local fund match required by the federal government. A copy of this legislation is attached.

The Council staff has drafted an MOU proposal and submitted it to the HCRRA and RCRRA. A copy of the Council's proposal is attached. Staff is in the process of discussing this with the other parties.

The purpose of this memorandum is to provide a brief analysis of the draft MOU and some of the issues which are of concern.

Analysis

Review of the draft MOU shows the following areas of concern:

- 1.01. Agreement to Provide Local Capital Match Funds:
In Section 1.01 (a) the language provides that the RCRRA and HCRRA share for local match will be "... not less than one-third" of any required match. This language tracks the bond legislation language, but it is of some concern that the "not less than" language

is too open ended, exposing the HCRRA and RCRRA to funding shares greater than one-third of the local match.

1.03 Timing and Payment of Funds.

As proposed, this section leaves the timing of the payment of funds by the RRAs entirely within the discretion of the Council. This can create budgetary and cash flow problems for the RRAs.

2.01 Agreement to provide operations funds.

Article 2 provides that the RRAs, generally, will provide "not less" than one-half of the net-subsidy to operate the transitway. The respective shares of the RRAs is set out.

The difficulty with Article 2 is the language in 2.01(c) which only provides that the net subsidy is the amount needed to operate the transitway, less any passenger or other incomes as determined by the Council. The operating costs are not clearly defined, and Met Council has complete discretion as to what is an operating cost. This could lead to an allocation of operating costs to the Central Corridor LRT system which more properly should be allocated to other metro transit, i.e., bus, functions.

Likewise, 2.01c leaves uncertain the determination of "passenger or other income" which rightfully should be attributed to the LRT line. Included, for example, would be any advertising revenue generated by the LRT line.

2.03 Timing and Payment of Funds.

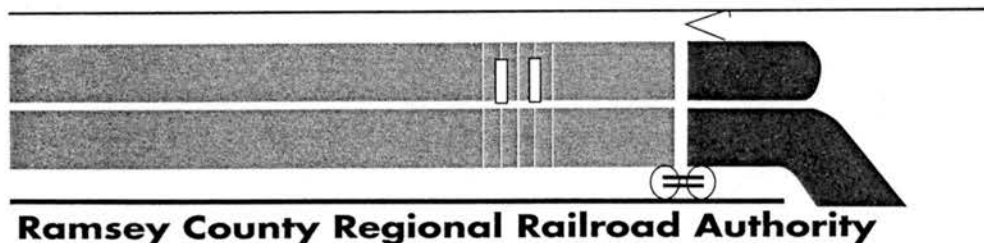
This section, like Section 1.03, leaves the timing of operating payments to the discretion of the Council, which can result in budgeting and cash flow difficulties for the RRAs.

Summary

This MOU is a relatively bare bones document. It would be desirable to have greater detail, but the September 1, 2006, deadline may make this difficult to accomplish. In addition, since the Central Corridor line is a number of years in the future, it is difficult to draft a comprehensive document today when there are many events which could occur which would materially change the assumptions and facts underlying an agreement entered into at this time. The 2006 legislation, however, leaves the RRAs and Council with little choice in the matter, given the September 1, 2006, deadline in the legislation.

- 39.10 174.24, subdivision 3c. Money from this
 39.11 appropriation may be used to pay up to 80
 39.12 percent of the nonfederal share of these
 39.13 facilities.
 39.14 Subd. 9. St. Cloud Regional Airport 2,000,000
 39.15 For a grant to the city of St. Cloud to acquire
 39.16 land adjacent to the St. Cloud Regional
 39.17 Airport.
 LAWS 2006 Ch. 258
 39.18 Sec. 17. METROPOLITAN COUNCIL
 39.19 Subdivision 1. To the Metropolitan Council for
 39.20 the purposes specified in this section 55,962,000
 39.21 Subd. 2. I-35W Bus Rapid Transit (BRT) 3,300,000
 39.22 For design, preliminary engineering, and
 39.23 construction of passenger facilities for a
 39.24 Bus Rapid Transit station at 46th Street and
 39.25 Interstate 35W.
 39.26 Subd. 3. Cedar Avenue Bus Rapid Transit
 39.27 (BRT) 5,000,000
 39.28 For environmental studies, preliminary
 39.29 engineering, bus lane improvements, and
 39.30 transit station construction and improvements
 40.1 in the Cedar Avenue Bus Rapid Transit
 40.2 Corridor.
 40.3 This appropriation may not be spent for
 40.4 capital improvements within a trunk highway
 40.5 right-of-way.
 40.6 Subd. 4. Central corridor transit way 7,800,000
 40.7 To conduct environmental studies, complete
 40.8 preliminary engineering, and design the
 40.9 Central corridor transit way between
 40.10 downtown Minneapolis and downtown St.
 40.11 Paul.
 40.12 This appropriation may not be spent for
 40.13 capital improvements within a trunk highway
 40.14 right-of-way.
 40.15 This appropriation is not available until the
 40.16 commissioner of finance has determined
 40.17 that, by September 1, 2006, the Metropolitan
 40.18 Council, the Ramsey County Regional
 40.19 Rail Authority, and the Hennepin County
 40.20 Regional Rail Authority have entered into a
 40.21 memorandum of understanding that specifies
 40.22 future expected funding shares for operating
 40.23 and capital for the Central Corridor Transit

- 40.24 Way. The agreement must require that the
 40.25 named agencies be responsible for at least
 40.26 one-third of the state and local match to
 40.27 federal new-start capital funding.
- 40.28 Subd. 5.Red Rock corridor transit way 500,000
 40.29 For preliminary engineering and
 40.30 environmental review of the Red Rock
 40.31 corridor transit way between Hastings and
 40.32 Minneapolis via St. Paul.
- 40.33 Subd. 6.Robert Street corridor transit way 500,000
 41.1 For environmental studies and preliminary
 41.2 engineering of bus rapid transit or light rail
 41.3 transit for the Robert Street corridor transit
 41.4 way along a corridor on or parallel to U.S.
 41.5 Highway 52 and Robert Street from within
 41.6 the city of St. Paul to Dakota County Road
 41.7 42 in Rosemount.
- 41.8 Subd. 7.Union Depot 3,500,000
 41.9 For a grant to the Ramsey County Regional
 41.10 Railroad Authority to acquire land and
 41.11 structures, to renovate structures, and for
 41.12 design, engineering, and environmental
 41.13 work to revitalize Union Depot for use as a
 41.14 multimodal transit center in St. Paul.
- 41.15 Subd. 8.Metropolitan Regional Parks
 41.16 Capital Improvements 35,362,000
 41.17 For the cost of improvements and betterments
 41.18 of a capital nature and acquisition by the
 41.19 council and local government units of
 41.20 regional recreational open-space lands in
 41.21 accordance with the council's policy plan
 41.22 as provided in Minnesota Statutes, section
 41.23 473.147. Priority must be given to park
 41.24 rehabilitation and land acquisition projects.
 41.25 \$300,000 is for a grant to the city of
 41.26 Bloomington to renovate the old Cedar
 41.27 Avenue bridge to serve as a hiking and
 41.28 bicycling trail connection.
 41.29 \$6,000,000 is to acquire land for the Empire
 41.30 Wetlands Wildlife Area and Regional Park in
 41.31 Dakota County.
 41.32 \$1,800,000 is for a grant to the city of
 41.33 Minneapolis to complete construction of the
 41.34 Cedar Lake Trail.
 42.1 \$3,500,000 is for a grant to the Minneapolis



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

From: Kathryn DeSpiegelaere, Director

Subject: Central Corridor Decisions in Preliminary Engineering

Date: July 21, 2006

The Central Corridor light rail transit project is expected to begin preliminary engineering in late 2006/early 2007.

The project does not currently meet the federal cost effectiveness index threshold for construction funding, which is \$22.99. Therefore, early in the process of preliminary engineering, decisions will need to be made on how to fit the project budget to the goal of \$22.99 to meet federal funding requirements. We have been informed that regardless of who pays for the item, it counts in the cost effectiveness index.

The cost effectiveness index is based on travel time savings and the calculation includes travel time, number of riders, capital and operating costs for the proposed project. Some items impact this number in larger ways than others, and therefore are likely to be the subject of initial scrutiny. Those items may include:

- Specific route/alignment
- Grade separations, such as bridges or tunnels
- Length of the project
- Intersecting street improvements
- Streetscape improvements
- Signalization
- Duration of the project development process

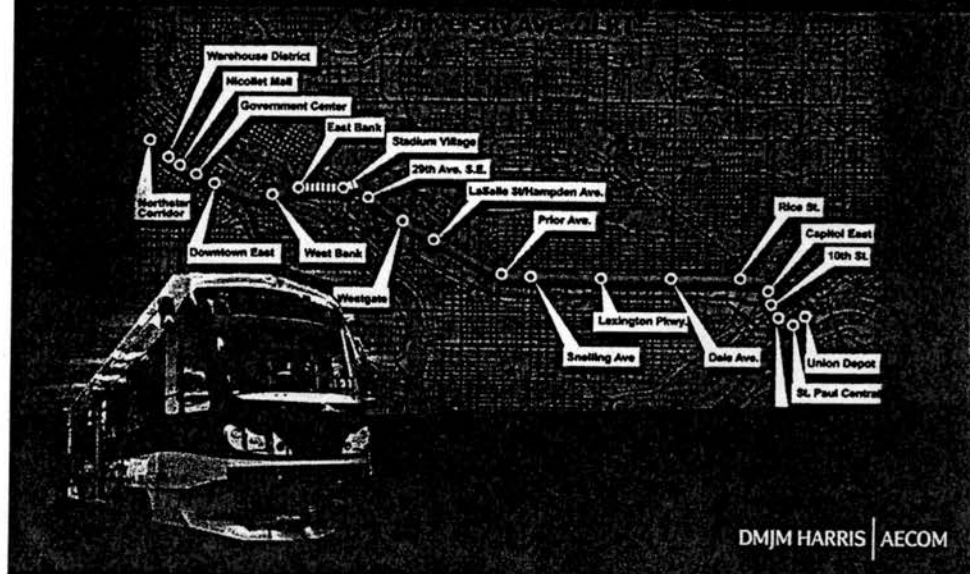
Other important issues have a less major impact on the cost effectiveness index and may be addressed somewhat later in the process. Examples are:

- Park/ride
- Design of stations
- Station location
- Construction period impacts and mitigation

We will discuss these issues with you at the work session on July 25, 2006.

Western Avenue Station Analysis

April 20, 2006



DMJM HARRIS | AECOM

Western Avenue Station Analysis. April 20, 2006.



Agenda

- Review of FTA Cost-Effectiveness Analysis Process
- Impact Analysis With and Without a Station at Western
 - Ridership
 - Travel Time
 - CEI
- Findings
- Options for Proceeding in Preliminary Engineering

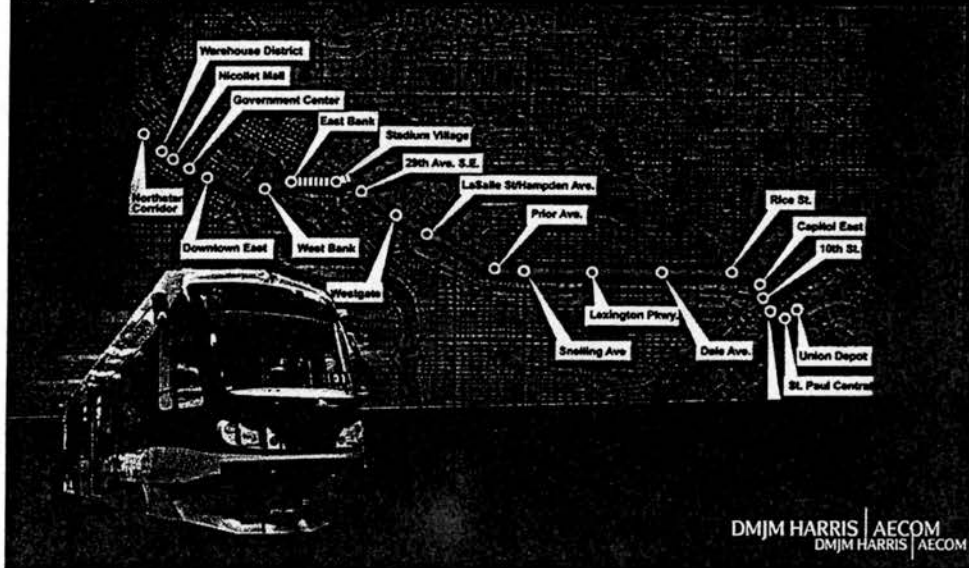
DMJM HARRIS | AECOM

FTA Required User Benefits Analysis

Presented to

The Ramsey County Regional Rail Authority

17 May 2005



DMJM HARRIS | AECOM
DMJM HARRIS | AECOM

Western Avenue Station Analysis. April 20, 2006.



FTA Funding Criteria

- Screen 1: User benefits analysis
- Screen 2: Six other criteria

DMJM HARRIS | AECOM

User Benefits: Step 1

- Define “baseline” system
 - Best bus system
 - Low capital investment
- Calculate annual capital cost and annual operating cost (2005 \$) of baseline

User Benefits: Step 2

- Define “build” system: BRT, LRT, etc.
- Calculate annual capital cost and annual operating cost
- Add together for total annual cost

User Benefits: Step 3

- Forecast ridership on baseline and each build alternative
- Variables that determine mode of travel:
 - Travel time
 - Travel cost
 - Income
 - Etc.
- Variable not accounted for:
 - Quality
 - Reliability

User Benefits: Step 4

- Forecast total travel time for all travel for each alternative
- Compare each build alternative to the baseline
- Calculate annual hours of travel time saved

User Benefits: Step 5

- Calculate cost per hour saved:

$$\frac{\text{Annual cost of LRT – baseline}}{\text{Annual travel time baseline – LRT}}$$

FTA Thresholds

- \$27.99 or less for PE or Final Design and \$21.99 or less for construction (could be raised when FTA issues new rules)
- Examples:
 - San Diego Mid-Coast LRT \$12.85
 - Hartford Busway \$20.14
 - Salt Lake City CR \$24.22
 - Phoenix LRT \$24.04
 - Charlotte South LRT \$22.73
 - Pittsburgh North Shore \$21.72

Screen 2: Criteria

- Financial rating
 - Local capital percentage
 - Capital finances
 - Operating finances
- Project justification rating
 - Mobility improvements
 - Environmental benefits
 - Operating efficiencies
 - Cost effectiveness
 - Land use

Summary

- Keys to qualifying for federal capital funds
 - Cost effective project
 - Local financial commitments
 - Political support

Impact Analysis Steps

- Forecast Additional Riders from the Western Avenue Station
- Compute the Additional Travel Time Due to the stop at Western
- Asses the impact on total system ridership
- Determine the Net Change In the Cost Effectiveness Index

Analysis of 2030 Individual Station Daily Boardings

Dale	Stations		Total
	Western	Rice	
730	-	1290	2020
730	280	1120	2130

Rank Order of Lowest Ten Station Boardings

<u>Station</u>	<u>Daily Boardings</u>
Western	280
Capitol East	450
10th Avenue	480
Union Depot	660
Stadium Village	670
Dale Street	730
Government Plaza	810
Multimodal Terminal	910
29th Avenue	940
Lexington Parkway	1050

Analysis of Impact on Total System Ridership

- 2030 Ridership without Western Station: 43,300
- 2030 Ridership with Western Station: 42,900

Travel Time Added (35 mph) with Station at Western

- No Stop Btw Dale and Rice: 1 min 52 seconds
- With Stop:
 - Deceleration: 15 seconds
 - Dwell Time: 15 seconds
 - Acceleration: 14 seconds

Results of Users Benefits Analysis: Disbenefit

<u>Annualization Factor</u>	<u>Annual Hours</u>
319	-19,140
331	-19,860



Impact on Cost Effectiveness Index

<u>Annualization Factor</u>	<u>CEI Change</u>
319	+\$0.37
331	+\$0.36

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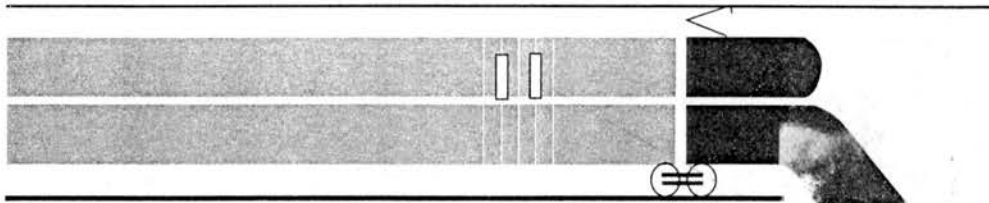
Findings

- A station at Western would attract the fewest riders of any station on the system
- The overall system ridership would decline due to the increase in travel time
- Construction costs increases (\$4.8 million 2005 \$) due to the station
- The cost effectiveness index would increase with an additional station at Western

DMJM HARRIS | AECOM

Options for Preliminary Engineering

- Proceed without the station at Western
- Build the system so that a station could be added, with minimal reconstruction costs
- Add the station in the recommendation to the Metro Council



Ramsey County Regional Railroad Authority

6560 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

August 1, 2006

**Immediately following
County Board Meeting and/or St. Paul Mayor's Budget Briefing**

Third Floor Council Chambers Courthouse

1. * Approve minutes from July 18, 2006 meeting.

POLICY AGENDA

2. 2007 supplemental budget.
 3. * Central Corridor Considerations.
- * Action is requested

Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on July 18, 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, Robert Clarkson, Art Coulson, Kathy DeSpiegelaere, Ken Haider, David MacMillan, Julio Mangine, Tim Mayasich, Sarah Penman, Angie Taylor, David Twa, Alicia Vap, Mark Voerding

Chair Ortega called the RCRRA meeting to order at 9:52 a.m.

ADMINISTRATIVE AGENDA

1. Approve minutes from June 27, 2006 RCRRA meeting

A motion was made by Commissioner McDonough, seconded by Commissioner Parker, to approve the minutes from the June 27, 2006 RCRRA meeting.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

2. Ratify release of retention, Partial Payment No. 29 in the amount of \$79,015.90 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for January 13, 2004 through December 30, 2005

A motion was made by Commissioner Reinhardt, seconded by Commissioner Parker, to ratify the release of retention, Partial Payment No. 29 in the amount of \$79,015.90 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for January 13, 2004 through December 30, 2005.

Roll call vote was taken:

Ayes – 7, Nays – 0
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 the work identified in the original contract, and provided detailed invoice documentation for services and costs accrued from January 13, 2004 through December 30, 2005; and

WHEREAS, DMJM+Harris, Inc. has requested release of the 5% retainage of invoice payments for the period of January 13, 2004 through December 30, 2005;

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. 6124, Partial Payment No. 29, in the amount of \$79,015.90 attachments thereto, provide the correct documentation of retainage held on invoices for the period of January 13, 2004 through December 30, 2005 due DMJM+Harris, Inc.; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$79,015.90 for release of retainage on services rendered from January 13, 2004 through December 30, 2005, is hereby ratified.

POLICY AGENDA

3. Introduction of new staff—Kathy DeSpiegelaere

Kathy DeSpiegelaere introduced the new Regional Railroad Authority staff members, Bekky Trost, Clerk-Typist III, who was at training, and Sarah Penman, Public Information Associate. Art Coulson provided a brief overview of Ms Penman's accomplishments. Ms DeSpiegelaere also introduced Red Beebe, a consultant, who is the Union Depot Project Coordinator. Mr. Beebe discussed his background

4. Central Corridor Update – Steve Morris

Kathy DeSpiegelaere commented that the application for Preliminary Engineering (PE) was submitted to the Federal Transit Administration (FTA) to discuss the project. She noted that work is also being done on a Memorandum of Understanding (MOU) between the Metropolitan Council, Hennepin County Regional Railroad Authority and Ramsey County Regional Railroad Authority regarding the capital and operating costs for Central Corridor that will be presented at the August 22, 2006 RCRRRA meeting.

Commissioner Ortega stated that a resolution was passed by the LOCATE Task Force at their July 17, 2006 meeting, to urge the Metropolitan Council to strongly support keeping the Fourth St. leg and the Union Depot as the terminus for the Central Corridor line as part of the light rail transit (LRT) project.

A motion was made by Commissioner Reinhardt, seconded by Commissioner Bennett, for the Ramsey County Regional Railroad Authority to strongly urge the Metropolitan Council to maintain St. Paul's Union Depot as the terminus of the Central Corridor as part of the LRT project.

Commissioner Parker requested clarification regarding the timing process of input for PE. Commissioner Ortega suggested a workshop could be set up to define RCRRRA priorities for all of the corridors in Ramsey County. He noted that the workshop could be an opportunity to show leadership vision not just for the County but also for the region. It was agreed that the workshop would be held July 25, 2006 to discuss the Memorandum of Understanding, as well as the Board's positions on statements made by the Metropolitan Council regarding LRT. David MacMillan, from the County Attorney's office, noted that the MOU must be signed by September 1, 2006, or \$7.8M in state funding will be lost.

Based on the decision to hold the workshop, Commissioner Reinhardt withdrew the motion.

5. Union Depot Update – Red Beebe

Mr. Beebe passed out a schedule and a flowchart for the Union Depot project.

Mr. Beebe directed attention to the environmental process on the flowchart and explained that one outstanding issue is whether to use the Federal Highway Administration (FHWA) process or the FTA process.

Mr. Beebe discussed the 106 process, which is a part of the environmental law, which says properties need to be reviewed for historical and architectural significance. An outstanding issue is the role Post Office expects to have in this process, and if the Post Office controls the process, which could impact the project schedule.

Commissioner McDonough asked for examples of the advantages and disadvantages to having buildings on the national register of historic places.

Mr. Beebe noted that a new financial plan needs to be developed, focusing on how to proceed with the Union Depot project. FTA may consider this project a New Start, which is not typical, and cannot proceed with PE until this issue is resolved.

Mr. Beebe also noted that it is his hope to present a request to issue an RFP for the environmental work in August 2006.

6. Rush Line Corridor Update – Commissioner Reinhardt

Commissioner Reinhardt distributed a map of the Rush Line Corridor, showing possible alignments for a passenger rail study from St. Paul to Duluth. She noted there is a lot of activity going on in the Rush Line Corridor. The corridor is looking to extend to St. Louis County and Duluth, and to include passenger rail, bus, commuter rail, and light rail.

7. Increase of one position in complement for Ramsey County Regional Railroad Authority—Kathy DeSpiegelaere

A motion was made by Commissioner Bennett, seconded by Commissioner McDonough, to approve an Increase of one position in complement for Ramsey County Regional Railroad Authority.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6, Nays – 1
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority has additional work on transit projects, including the Central Corridor, which is entering the preliminary engineering phase, that necessitates the addition of a staff person who will manage transit projects; and

WHEREAS, The Human Resources Department has developed a new classification of Transit Project Manager --- Regional Rail (Unclassified) to reference the anticipated work of this position; and

WHEREAS, The estimated cost of the position for the remainder of 2006 is \$52,740.39, assuming the County Board approves the salary grade recommendation of the Human Resources Department for this classification, and that the vacancy is filled at the maximum salary step in the range beginning July 18, 2006; and

WHEREAS, This amount was included in the approved budget for 2006/2007 in the Central Corridor preliminary engineering account; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the increase of one full time equivalent position to the complement for the Regional Railroad Authority.

8. Approve the Amended and Restated Rush Line Corridor Task Force Joint Powers Agreement – Alicia Vap

A motion was made by Commissioner Bennett, seconded by Commissioner McDonough, to approve the Amended and Restated Rush Line Corridor Task Force Joint Powers Agreement.

Roll call vote was taken:

Ayes – 7; Nays –0
Motion accepted.

WHEREAS, The Rush Line Corridor originates in St. Paul and extends north to Duluth; and

WHEREAS, The Ramsey County Regional Railroad Authority signed a Joint Powers Agreement joining the Rush Line Corridor Task Force in 1999; and

WHEREAS, the Joint Powers Agreement for the Rush Line Corridor Task Force has been Amended and Restated; Now Therefore Be It

RESOLVED, the Ramsey County Regional Railroad Authority approves the Amended and Restated Joint Powers Agreement for the Rush Line Corridor Task Force and authorize the Chair to sign the Amended and Restated Agreement.

The meeting adjourned at 11:36 a.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn DeSpiegelaere

Authorized Signature

07/27/06

Date

Board Action Requested

2007 supplemental budget.

DISCUSSION ONLY

Request Justification

Discussion will occur at the August 1, 2006 meeting about Regional Railroad Authority outcomes and performance measures.

- See attached:
1. Outcomes and Performance Measures forms
 2. Approved Budget Appropriations for 2006-2007

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

August 1, 2006
Board Date

Anselme Taylor
Signature

7/26/06
Date

Outcome, Performance Measures and Discussion



2007 Supplemental Budget

Department: Regional Railroad Authority

Mission: Providing effective and efficient transit alternatives for Ramsey County and surrounding regions.

Outcome

Transit alternatives exist.

Services/Programs

The department acquires land for future transit use. Funding is secured locally from the state and federally.

Planning for the Union Depot to become a multi-modal transit/transportation facility is underway. Negotiations are being held with the United States Postal Service to acquire current Post Office owned property. The department has begun to acquire other property surrounding the Union Depot for future transit use. Funds were earmarked in the six-year federal transportation bill for the Union Depot. Agreements are being made with Metro Transit, Amtrak, and bus lines to create stops at the Union Depot. Rail corridor plans include stops at the Union Depot.

The Central Corridor, Rush Line Corridor, Robert Street Corridor and Red Rock Corridor are in the planning process to become major transit corridors.

Measures

- Transit project milestones achieved
- Funds received for transit projects
- Usage of transit projects that have been implemented

Discussion of Measures, Trends & Issues

Ramsey County Regional Railroad Authority has planning responsibilities for several transit projects and implementation responsibilities for the Union Depot project. Transit projects take several years to implement and there are milestones along the way to implementation. As an example, the Central Corridor transit project has achieved a milestone in 2006; authorization by the Federal Transit Administration to release the Alternatives Analysis/Draft Environmental Impact Statement.

Transit projects are costly to implement. State and federal funds are sought for their implementation. The state legislature in 2006 appropriated bonding funds for Central, Red Rock, Union Depot and Robert Street projects.

As a project comes on line, the number and types of people using the project will be measured.

Strategies

Mission And Outcomes

2007 Supplemental Budget



Department Regional Railroad Authority

Mission Providing effective and efficient transit alternatives for Ramsey County and surrounding regions.

(The outcomes listed below are not necessarily in priority order.)

Outcome #1 Transit alternatives exist.

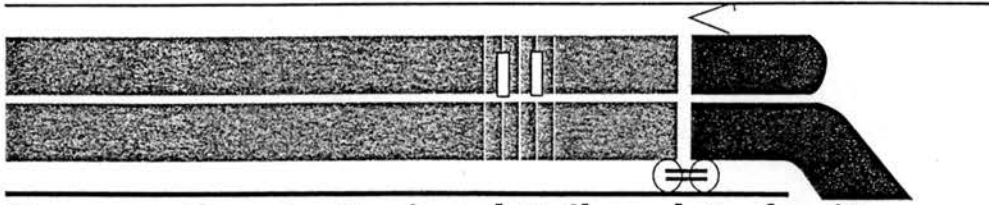
Outcome #2

Outcome #3

Outcome #4

Outcome #5

Outcome #6



Ramsey County Regional Railroad Authority

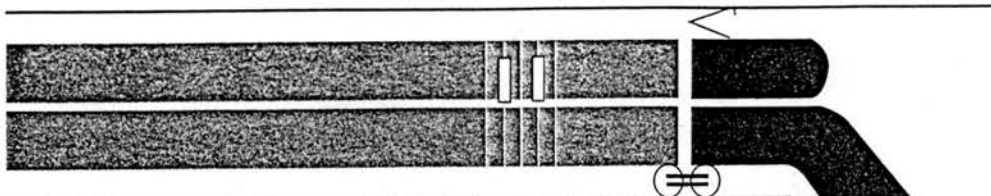
665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

**APPROVED
BUDGET APPROPRIATIONS
2006 - 2007**

**RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY
COMMISSIONERS**

Rafael Ortega, Chair
Jim McDonough, Vice Chair
Tony Bennett, Secretary
Toni Carter, Treasurer
Jan Parker
Victoria Reinhardt
Janice Rettman

Kathryn DeSpiegelaere, Director



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

April 4, 2006

Ramsey County Regional Railroad Authority Commissioners
220 Ramsey County Courthouse
Saint Paul, Minnesota 55102

Dear Commissioners:

A copy of the two-year 2006 - 2007 Ramsey County Regional Railroad Authority budgets, as approved by the Commissioners of the Authority, is enclosed, along with a copy of the resolution adopting the budgets. The budget amount for 2006 is \$63,601,335. The tax levy for 2006 is \$10,787,079.

The budget amount for 2007 is \$19,167,198.

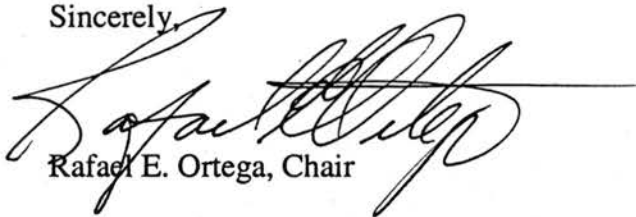
Projects to be undertaken by the Regional Railroad Authority in 2006 and 2007 are:

1. Continuation of work on the downtown St. Paul multimodal transit station at Union Depot.
2. Staffing the Central Corridor work, including completion of the Alternatives Analysis/Draft Environmental Impact Statement and initiation of preliminary engineering.
3. Staffing the Rush Line Corridor Task Force and managing the study of transit service from Duluth to St. Paul.
4. Participating in the Red Rock Alternatives Analysis/Scoping work and the Red Rock Corridor Commission.
5. Participating in work on the Robert Street Corridor.
6. Continuing to build working relationships with business, federal, state, metropolitan and local government agency officials and staff on transit issues.

7. Communicating transit needs to Congress, Legislature and others.
8. Advocating for a dedicated source of funding for transit for the region.
9. Seeking funding for transit projects in Ramsey County.
10. Working with businesses, citizens and organizations in Ramsey County on transit issues.
11. Staffing the Metro Transitways Development Board.
12. Managing right of way owned by the Regional Railroad Authority in Roseville, St. Paul and Maplewood.

If you have any questions, please contact Kathryn DeSpiegelaere at 651-266-2762.

Sincerely,



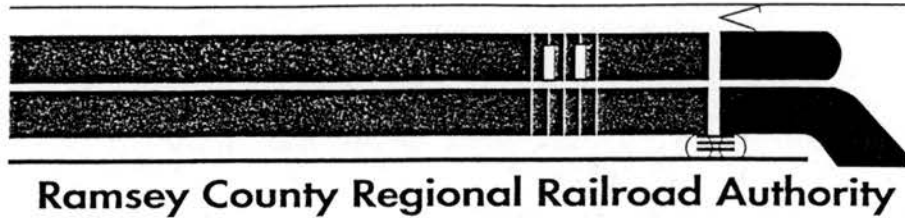
Rafael E. Ortega, Chair

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Department Summary



Kathryn DeSpiegelaere, Director

665 RCGC-West

(651) 266-2762

REGIONAL RAILROAD AUTHORITY

MISSION STATEMENT

Ramsey County Regional Railroad Authority is dedicated to a long-range vision of transit services to meet changing needs for today and for succeeding generations.

The Authority strives to shape the future of Ramsey County and the region by preserving options for rail transit corridors and by providing rail transit services.

The Authority shall respond to the changing transit needs of the County's citizens in a manner that is sensitive to the financial impact to County taxpayers.

The Authority is committed to planning of integrated transportation services in cooperation with other agencies.

The Authority will encourage continuing community participation in its deliberations and decision-making process.

ADDITIONAL INFORMATION

The Ramsey County Regional Railroad Authority was organized by Resolution 87-230, April 20, 1987, Board of Ramsey County Commissioners, pursuant to Minnesota Statutes, 1986, Chapter 398A, as a political subdivision and local government unit of Minnesota, to exercise thereunder part of the sovereign power of the state.

The registered office of this Authority shall be situated in St. Paul, County of Ramsey, Minnesota.

Neither the State of Minnesota, the County of Ramsey, nor any other political subdivision is liable for obligations of the Authority.

There will be an appropriate citizen participation component, including municipalities, in the rail authority process.

The corporate existence was created and filed with the Secretary of State, Minnesota, on June 9, 1987.

ORGANIZATION

The Ramsey County Regional Railroad Authority consists of the seven Ramsey County Commissioners.

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: December 20, 2005 No.: R05-86

WHEREAS, The Ramsey County Regional Railroad Authority was organized by Resolution 87-230, April 20, 1987, Board of Ramsey County Commissioners, pursuant to Minnesota Statutes, 1986, Chapter 398A, as a political subdivision and local government unit of Minnesota, to exercise thereunder part of the sovereign power of the state; and

WHEREAS, The Ramsey County Regional Railroad Authority adopted the County's plan to develop and implement two year budgets beginning with 2006 and 2007; and

WHEREAS, The Ramsey County Regional Railroad Authority on September 13, 2005 received the 2006 – 2007 Proposed Budget and 2006 tax levy of \$11,087,079; and

WHEREAS, The Truth in Taxation Law requires the Ramsey County Regional Railroad Authority to certify a proposed net tax levy to the County Auditor on or before September 15; and

WHEREAS, The Ramsey County Regional Railroad Authority certified a proposed net tax levy of \$11,087,079 for 2006 by Resolution R05-52, September 13, 2005, to finance the 2006 budget; and

WHEREAS, The Ramsey County Regional Railroad Authority continues the allowance for uncollectible taxes at 2% for non-debt service funds; and

WHEREAS, The Ramsey County Regional Railroad Authority held a budget hearing on December 13, 2005 to approve the 2006 budget of \$63,601,335 and reduced the original proposed tax levy by \$300,000 to \$10,787,079; and

WHEREAS, The Ramsey County Regional Railroad Authority wishes to continue to improve access to transit services in the region with other agencies, including the Metropolitan Council and other county regional railroad authorities; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the 2006 budget of \$63,601,335; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the 2007 budget of \$19,167,198; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves that there be and hereby is levied in the year 2005 to be collected in the year 2006, a levy on all taxable properties in Ramsey County of \$10,787,079 as summarized below:

RESOLUTION

Board of Ramsey County Regional Railroad Authority

	RCRRA Operations	CIP	Debt Service	2006 RCRRA Total
Gross Budget	\$3,257,864	\$56,000,000	\$4,343,471	\$63,601,335
Less - Revenues	- 159,400	-	-	- 159,400
Less - Bond Proceeds	-	-53,000,000	-	-53,000,000
Subtotal	\$3,098,464	\$ 3,000,000	\$ 4,343,471	\$10,441,935
Plus - Fund Balance	-	5,882	-	5,882
Subtotal	\$3,098,464	\$3,005,882	\$4,343,471	\$10,447,817
Plus - Estimated Tax Delinquency	+ 61,970	+ 60,118	+ 217,174	+ 339,262
Total Tax Levy	\$3,160,434	\$3,066,000	\$4,560,645	\$10,787,079

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

STATE OF MINNESOTA COUNTY OF RAMSEY)) SS.

I, Kathryn DeSpiegelaere, Director—Ramsey County Regional Railroad Authority, do hereby certify that the foregoing is a true and correct copy of Resolution 2005-R05-86, adopted by the Ramsey County Regional Railroad Authority on *December 20, 2005*.

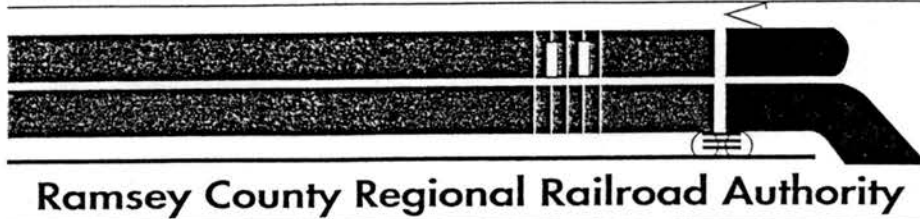
Dated at St. Paul, Minnesota, this 21st day of December, 2005.

Kathryn DeSpiegelaere
Kathryn DeSpiegelaere, Director
Ramsey County Regional Railroad Authority

Rafael Ortega, Chair

By: Tony Bennett
Tony Bennett, Secretary

Department Summary



Ramsey County Regional Railroad Authority

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

BUDGET SUMMARY

	2004 Actual	2005 Approved	2006 Approved	2007 Approved
Expenditure/Appropriation	609,847	3,448,333	63,601,335	19,167,198
Revenue/Estimated Revenue	212,970	115,000	159,400	159,400
Proceeds from Bonds	-	-	53,000,000	5,000,000
Subtotal Budget Levy	396,877	3,333,333	10,441,935	14,007,798
Fund Balance	2,054,103	-	5,882	5,400,000
RCRRA Tax Levy	2,450,980	3,333,333	10,447,817	19,407,798
Allowance for Uncollectible Taxes	49,020	66,667	339,262	531,013
Total RCRRA Tax Levy	2,500,000	3,400,000	10,787,079	19,938,811

Inc/(Dec) from Previous Year			7,387,079	9,151,732
% Inc/-Dec from Previous Year			217.3%	84.8%

Inc/(Dec) for 2 Years				16,538,811
% Inc/-Dec for 2 Years				486.4%

TAX LEVY SUMMARY BY BUDGET

	2004 Actual	2005 Approved	2006 Approved	2007 Approved
OPERATING BUDGET				
Total Expenditure/Appropriation	609,847	3,448,333	3,257,864	3,405,330
Total Revenue/Estimated Revenue	212,970	115,000	159,400	159,400
Subtotal Budget Levy	396,877	3,333,333	3,098,464	3,245,930
Fund Balance	2,054,103	-	-	-
Operating Tax Levy	2,450,980	3,333,333	3,098,464	3,245,930
Allowance for Uncollectible Taxes	49,020	66,667	61,970	64,920
Total Operating Tax Levy	2,500,000	3,400,000	3,160,434	3,310,850

Inc/-Dec from Previous Year			(239,566)	150,415
% Inc/-Dec from Previous Year			-7.0%	4.8%

Inc/(Dec) for 2 Years				(89,150)
% Inc/-Dec for 2 Years				-2.6%

CAPITAL PROJECTS

Total Capital Projects Appropriation	-	-	56,000,000	11,000,000
Total Revenue/Estimated Revenue	-	-	-	-
Proceeds from Bonds	-	-	53,000,000	5,000,000
Subtotal Capital Budget Levy	-	-	3,000,000	6,000,000
Fund Balance	-	-	5,882	5,400,000
Capital Tax Levy	-	-	3,005,882	11,400,000
Allowance for Uncollectible Taxes	-	-	60,118	228,000
Total Capital Tax Levy	-	-	3,066,000	11,628,000

Inc/-Dec from Previous Year			3,066,000	8,562,000
% Inc/-Dec from Previous Year			N/A	279.3%

Inc/(Dec) for 2 Years				11,628,000
% Inc/-Dec for 2 Years				N/A

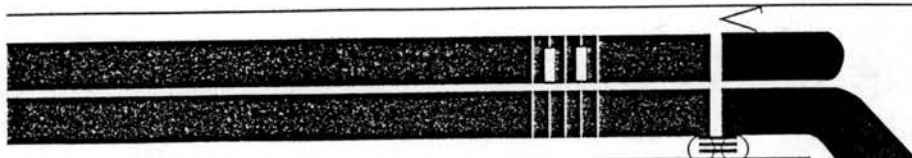
DEBT SERVICE

Total Debt Service payments	-	-	4,343,471	4,761,868
Total Revenue/Estimated Revenue	-	-	-	-
Debt Service Tax Levy	-	-	4,343,471	4,761,868
Allowance for Uncollectible Taxes	-	-	217,174	238,093
Total Debt Service Tax Levy	-	-	4,560,645	4,999,961

Inc/-Dec from Previous Year			4,560,645	439,317
% Inc/-Dec from Previous Year			N/A	9.6%

Inc/(Dec) for 2 Years				4,999,961
% Inc/-Dec for 2 Years				N/A

Department Summary



Ramsey County Regional Railroad Authority

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

Code	Title	2004 Actual	2005 Approved	2006 Approved	2007 Approved
OPERATING BUDGET					
150101	Regional Railroad Administration	444,815	844,186	2,041,338	1,987,857
150106	NE Corridor Maintenance Kellogg to I-694	25,900	33,312	100,170	105,973
150112	Union Depot	137,900	1,469,835	750,000	950,000
150113	Diagonal Property - Roseville	232	100,000	10,000	10,000
150114	Rush Line Corridor - Maintenance	1,000	1,000	1,500	1,500
150115	Central Corridor Preliminary Engineering	-	-	354,856	350,000
150180	Rush Line Corridor - Project	-	1,000,000	-	-
	Total Expenditure/Appropriation RCRRA	609,847	3,448,333	3,257,864	3,405,330

REVENUE/ESTIMATED REVENUE & FUND BALANCE SUMMARY BY DIVISION

Code	Title	2004 Actual	2005 Approved	2006 Approved	2007 Approved
OPERATING BUDGET					
150101	Regional Railroad Administration	196,333	100,000	100,000	100,000
150106	NE Corridor Maintenance Kellogg to Beam	16,637	15,000	15,000	15,000
150112	Union Depot	-	-	44,400	44,400
150113	Diagonal Property - Roseville	-	-	-	-
	Total Revenue/Estimated Revenue	212,970	115,000	159,400	159,400

Fund Balance 2,054,103 - - -

RCRRA OPERATING TAX LEVY SUMMARY

Tax Levy	2,450,980	3,333,333	3,098,464	3,245,930
Allowance for Uncollectible Tax	49,020	66,667	61,970	64,920
Net Tax Levy	2,500,000	3,400,000	3,160,434	3,310,850

Inc/-Dec from Previous Year (239,566) 150,416
% Inc/-Dec from Previous Year -7.0% 4.8%

Inc/(Dec) for 2 Years (89,150)
% Inc/-Dec for 2 Years -2.6%

Department Summary

Ramsey County Regional Railroad Authority

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY 150180 CAPITAL PROJECTS

EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

Code	Title	2004 Actual	2005 Approved	2006 Approved	2007 Approved
CAPITAL PROJECTS					
150180	Union Depot	-	-	54,000,000	10,000,000
150180	Undesignated	-	-	2,000,000	1,000,000
	Total Capital Projects	-	-	56,000,000	11,000,000
Inc/-Dec from Previous Year				56,000,000	(45,000,000)
% Inc/-Dec from Previous Year				N/A	-80.4%
Inc/(Dec) for 2 Years					11,000,000
% Inc/-Dec for 2 Years					N/A

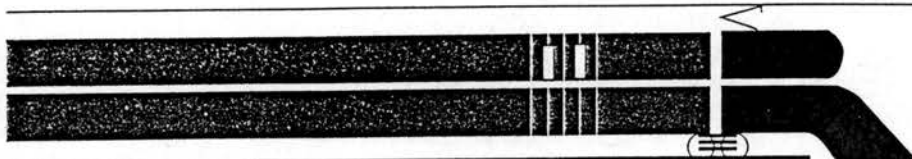
REVENUE/ESTIMATED REVENUE & FUND BALANCE SUMMARY BY DIVISION

Code	Title	2004 Actual	2005 Approved	2006 Approved	2007 Approved
CAPITAL PROJECTS					
150180	Proceeds from Bonds	-	-	53,000,000	5,000,000
	Total Capital Projects	-	-	53,000,000	5,000,000
Inc/-Dec from Previous Year				53,000,000	(48,000,000)
% Inc/-Dec from Previous Year				N/A	-90.6%
Inc/(Dec) for 2 Years					5,000,000
% Inc/-Dec for 2 Years					N/A

RCRRA OPERATING TAX LEVY SUMMARY

Subtotal Capital Budget Levy	-	-	3,000,000	6,000,000
Fund Balance	-	-	5,882	5,400,000
Tax Levy	-	-	3,005,882	11,400,000
Allowance for Uncollectible Tax	-	-	60,118	228,000
Net Tax Levy	-	-	3,066,000	11,628,000
Inc/-Dec from Previous Year			3,066,000	8,562,000
% Inc/-Dec from Previous Year			N/A	279.3%
Inc/(Dec) for 2 Years				11,628,000
% Inc/-Dec for 2 Years				N/A

Department Summary



Ramsey County Regional Railroad Authority

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
840401 - RCRRA DEBT SERVICE

EXPENDITURE/APPROPRIATION SUMMARY

Code	Title	2004 Actual	2005 Approved	2006 Approved	2007 Approved
500000	Bond Principal & Interest	-	-	4,343,471	4,761,868
	Total Expenditures/Appropriations	-	-	4,343,471	4,761,868
	Inc/(Dec) from Previous Year			4,343,471	418,397
	% Inc/(Dec) from Previous Year			N/A	9.6%
	Inc/(Dec) for 2 Years				4,761,868
	% Inc/-Dec for 2 Years				N/A

REVENUES/ESTIMATED REVENUE SUMMARY

Code	Title	2004 Actual	2005 Approved	2006 Approved	2007 Approved
	None	-	-	-	-
	Total Revenues/Estimated Revenues	-	-	-	-
	Inc/(Dec) from Previous Year			-	-
	% Inc/(Dec) from Previous Year			0.0%	0.0%
	Inc/(Dec) for 2 Years				-
	% Inc/-Dec for 2 Years				0.0%

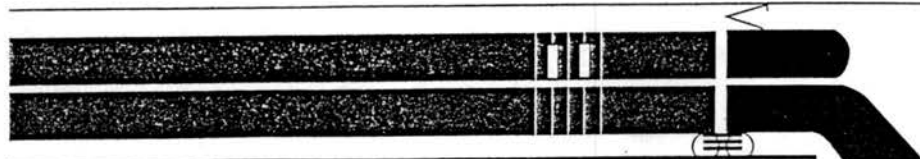
Fund Balance - Dec/(Inc) Adjustment to actuals

- - - -

RCRRA DEBT SERVICE TAX LEVY

Tax Levy	-	-	4,343,471	4,761,868
Allowance for Uncollectible Taxes	-	-	217,174	238,093
Total Tax Levy	-	-	4,560,645	4,999,961
Inc/(Dec) from Previous Year			4,560,645	439,316
% Inc/(Dec) from Previous Year			N/A	9.6%
Inc/(Dec) for 2 Years				4,999,961
% Inc/-Dec for 2 Years				N/A

Department Summary



Ramsey County Regional Railroad Authority

PERSONNEL SUMMARY BY DIVISION

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	2004 Budget	2005 Budget	2006 Approved	2007 Approved
Permanent FTE				
Director	1.00	1.00	1.00	1.00
Administrative Secretary II	1.00	1.00	1.00	1.00
Planning Specialist II	1.00	1.00	1.00	1.00
R/W Specialist	0.50	0.50	0.50	0.50
Accountant I	0.00	0.60	0.60	0.60
Public Information Associate	0.00	1.00	1.00	1.00
Total Existing Permanent FTE	3.50	5.10	5.10	5.10

NEW POSITIONS

Description	2006 Target	2007 Target
Public Works:		
Engineer IV	1.00	1.00
Engineering Tech IV	0.50	0.50
Administrative Secretary I	1.00	1.00
Communications Associate	1.00	1.00
Budgeting and Accounting:		
Accountant III	1.00	1.00
Total New FTE	4.50	4.50
Total FTE	9.60	9.60
Inc/(Dec) from Previous Year	4.50	-
Inc/(Dec) for 2 Years		4.50

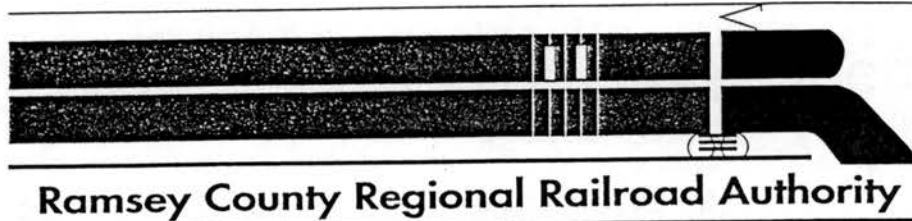
Note: For Information Purposes Only

No FTE's exist in the Regional Railroad Authority.

The existing FTE's are included in the County's Department budget (Public Works) and paid for by the RCRRA.

If the new FTE's are approved an addendum will be necessary in Public Works and Budgeting and Accounting.

Department Summary



PROGRAM/SERVICE ALLOCATION (2006 APPROVED)

REGIONAL RAILROAD AUTHORITY

Program/Service	Mand./ Discr.	FTE's	2006 Approved		
			Budget	Financing	Levy
Administration (RCRRA)	D	0.00	2,041,338	100,000	1,941,338
Northeast Corridor Maintenance (Kellogg to I-694)	D	0.00	100,170	15,000	85,170
Union Depot	D	0.00	750,000	44,400	705,600
Diagonal Property - Roseville	D	0.00	10,000	0	10,000
Rush Line Corridor Maintenance	D	0.00	1,500	0	1,500
Central Corridor Preliminary Engineering	D	0.00	354,856	0	354,856
Capital Projects					
Union Depot	D	0.00	54,000,000	53,000,000	1,000,000
Undesignated	D	0.00	2,000,000	0	2,000,000
Debt Service	LO	0.00	4,343,471	0	4,343,471
Fund Balance	D	0.00	0	(300,000)	300,000
			0.00	63,601,335	52,859,400
					10,741,935

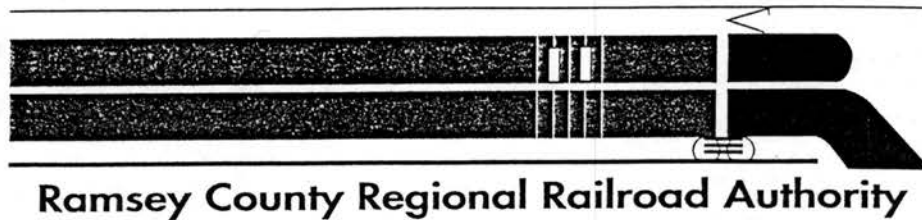
SUMMARY

		Levy %	FTE's	Budget	Financing	Levy
Total Mandated	M	0.0%	0.00	0	0	0
Total Mandated/Discretionary	M/D	0.0%	0.00	0	0	0
Total Discretionary/Mandated	D/M	0.0%	0.00	0	0	0
Total Discretionary	D	59.6%	0.00	59,257,864	52,859,400	6,398,464
Total Legal Obligations	LO	21.5%	0.00	4,343,471	0	4,343,471
			0.00	63,601,335	52,859,400	10,741,935

2005 Approved Budget	3,448,333	115,000	3,333,333
Inc/(Dec) from 2005 Year	60,153,002	52,744,400	7,408,602
% Inc/(Dec) from 2005 Year	1744.4%	N/A	222.3%

KEY: M = Program and Service Level is Mandated; M/D = Program is Mandated, Service Level is Discretionary; D/M = Program is Discretionary, Service Level is Mandated; D = Program and Service Level is Discretionary; and LO = Legal Obligations

Department Summary

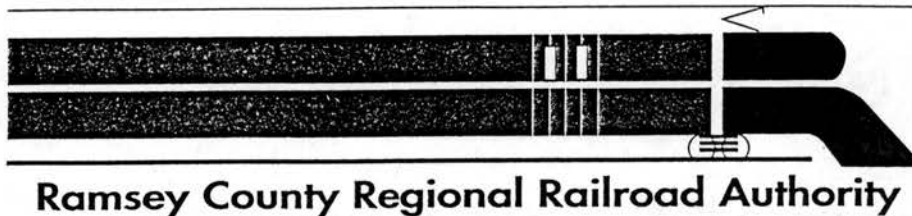


PROGRAM/SERVICE ALLOCATION (2006 APPROVED)
CHANGE FROM 2005 BUDGET

REGIONAL RAILROAD AUTHORITY

Program/Service	Change from 2005 Budget			
	FTE's	Budget	Financing	Levy
Administration (RCRRA)	-	1,197,152	-	1,197,152
Northeast Corridor Maintenance (Kellogg to I-694)	-	66,858	-	66,858
Union Depot	-	(719,835)	44,400	(764,235)
Diagonal Property - Roseville	-	(90,000)	-	(90,000)
Rush Line Corridor - Maintenance	-	500	-	500
Central Corridor Preliminary Engineering	-	354,856	-	354,856
Capital Projects				
Rush Line Corridor	-	(1,000,000)	-	(1,000,000)
Union Depot	-	54,000,000	53,000,000	1,000,000
Undesignated	-	2,000,000	-	2,000,000
Debt Service	-	4,343,471	-	4,343,471
Fund Balance	-	-	(300,000)	300,000
Inc(Dec) from 2005 Year	-	60,153,002	52,744,400	7,408,602
% Inc(Dec) from 2005 Year		1744.4%	N/A	222.3%

Department Summary



PROGRAM/SERVICE ALLOCATION (2007 APPROVED)

REGIONAL RAILROAD AUTHORITY

Program/Service	Mand./ Discr.	2007 Approved			
		FTE's	Budget	Financing	Levy
Administration (RCRRA)	D	0.00	1,987,857	100,000	1,887,857
Northeast Corridor Maintenance (Kellogg to I-694)	D	0.00	105,973	15,000	90,973
Union Depot	D	0.00	950,000	44,400	905,600
Diagonal Property - Roseville	D	0.00	10,000	0	10,000
Rush Line Corridor Maintenance	D	0.00	1,500	0	1,500
Central Corridor Preliminary Engineering	D	0.00	350,000	0	350,000
Projects & Grants					
Union Depot	D	0.00	10,000,000	5,000,000	5,000,000
Undesignated	D	0.00	1,000,000	0	1,000,000
Debt Service	LO	0.00	4,761,868	0	4,761,868
Fund Balance	D	0.00	0	(5,400,000)	5,400,000
		0.00	19,167,198	(240,600)	19,407,798

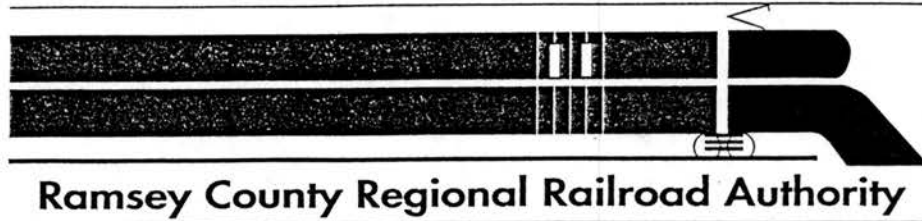
SUMMARY

		Levy %	FTE's.	Budget	Financing	Levy
Total Mandated	M	0.0%	0.00	0	0	0
Total Mandated/Discretionary	M/D	0.0%	0.00	0	0	0
Total Discretionary/Mandated	D/M	0.0%	0.00	0	0	0
Total Discretionary	D	75.5%	0.00	14,405,330	(240,600)	14,645,930
Total Legal Obligations	LO	21.5%	0.00	4,761,868	0	4,761,868
			0.00	19,167,198	(240,600)	19,407,798

2006 Approved Budget	63,601,335	52,859,400	10,741,935
Inc/(Dec) from 2006 Approved Year	(44,434,137)	(53,100,000)	8,665,863
% Inc/(Dec) from 2006 Approved Year	-69.9%	-100.5%	80.7%

KEY: M = Program and Service Level is Mandated; M/D = Program is Mandated, Service Level is Discretionary; D/M = Program is Discretionary, Service Level is Mandated; D = Program and Service Level is Discretionary; and LO = Legal Obligations

Department Summary



PROGRAM/SERVICE ALLOCATION (2007 APPROVED)
CHANGE FROM 2006 APPROVED BUDGET

REGIONAL RAILROAD AUTHORITY

Program/Service	Change from 2006 Approved Budget			
	FTE's	Budget	Financing	Levy
Administration (RCRRA)	-	(53,481)	-	(53,481)
Northeast Corridor Maintenance (Kellogg to I-694)	-	5,803	-	5,803
Union Depot	-	200,000	-	200,000
Central Corridor Preliminary Engineering	-	(4,856)	-	(4,856)
Capital Projects				
Union Depot	-	(44,000,000)	(48,000,000)	4,000,000
Undesignated	-	(1,000,000)	-	(1,000,000)
Debt Service	-	418,397	-	418,397
Fund Balance	-	-	(5,100,000)	5,100,000
Inc(Dec) from 2006 Approved Year	-	(44,434,137)	(53,100,000)	8,665,863
% Inc(Dec) from 2006 Approved Year		-69.9%	-100.5%	80.7%

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn DeSpiegelaere

Authorized Signature

07/27/06

Date

Board Action Requested

Central Corridor Considerations.

ACTION IS REQUESTED

Request Justification

See attached: 1. Resolution.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

August 1, 2006
Board Date

Angelique Taylor
Signature

7/24/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: R06-

WHEREAS, The Ramsey County Regional Railroad Authority will be providing a substantial share of planning, capital and operational costs of the Central Corridor Light Rail Transit line; and

WHEREAS, The Ramsey County Regional Railroad Authority strongly believes that the planning and construction of the rail project must be done in such a way so as to safeguard the integrity of the Central Corridor Light Rail Transit line and ensure that it is an integral part of the regional transit system; and

WHEREAS, The Ramsey County Regional Railroad Authority believes that connection of the Central Corridor Light Rail Transit line to the multi-modal transportation hub at the Union Depot is an essential part of the project and is necessary to preserve its integrity; and

WHEREAS, The Ramsey County Regional Railroad Authority believes that adequate parking along the Central Corridor Light Rail Transit line is an essential part of the project and is necessary to preserve its integrity; and

WHEREAS, The Ramsey County Regional Railroad Authority recognizes that federal cost effectiveness requirements have put pressure on the Metropolitan Council to consider and implement cost reductions to the Central Corridor project; and

WHEREAS, The Ramsey County Regional Railroad Authority understands that expediting completion of the Central Corridor Light Rail Transit line is one way to help control costs; NOW, THEREFORE BE IT

RESOLVED, that the Ramsey County Regional Railroad Authority ~~strongly urges the~~ *recognizes that in order to maintain the integrity of the Central Corridor, the following must happen!*
Metropolitan Council to:

- Connect the Central Corridor Light Rail Transit line to the multi-modal transit hub at St. Paul's Union Depot to maintain the integrity of the project from downtown Minneapolis to downtown St. Paul.
- Expedite completion of the Central Corridor Light Rail Transit line to keep costs down and help to meet federal cost effectiveness guidelines.

Bennett
Believes that the integrity of this corridor rests with:

Packer, second

RESOLUTION

Board of Ramsey County Regional Railroad Authority

- Ensure that adequate parking is provided along the corridor to serve the needs of businesses and residents of Ramsey County and the entire region.
- Support improvements to the intersection of Snelling and University Avenues in St. Paul so that traffic flow is improved and transit options are enhanced.

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

Toni Carter additions to resolution:

One WHEREAS:

WHEREAS, The Ramsey County Regional Railroad Authority considers the Central Corridor Light Rail Transit line to be an integral part of a comprehensive multi-modal regional transportation system that will enhance transit options for all Ramsey County residents;

One bullet under RESOLVED:

- Plan changes to bus service both to and along the corridor in a manner that will maintain and enhance access and mobility for residents and businesses ~~along~~ ^{of} ~~University Avenue~~ ^{RC}, and in particular for those who are most transit-dependent

in Ramsey County

Rettman

WHEREAS

RCRAA has committed to the PE process set forth by Met Council

① Resolved

RC commits to fully participating in PE process and the involvement of residents; businesses along the corridor

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: R06-

WHEREAS, The Ramsey County Regional Railroad Authority will be providing a substantial share of planning, capital and operational costs of the Central Corridor Light Rail Transit line; and

WHEREAS, The Ramsey County Regional Railroad Authority strongly believes that the planning and construction of the rail project must be done in such a way so as to safeguard the integrity of the Central Corridor Light Rail Transit line and ensure that it is an integral part of the regional transit system; and

WHEREAS, The Ramsey County Regional Railroad Authority believes that connection of the Central Corridor Light Rail Transit line to the multi-modal transportation hub at the Union Depot is an essential part of the project and is necessary to preserve its integrity; and

WHEREAS, The Ramsey County Regional Railroad Authority believes that adequate parking along the Central Corridor Light Rail Transit line is an essential part of the project and is necessary to preserve its integrity; and

WHEREAS, The Ramsey County Regional Railroad Authority recognizes that federal cost effectiveness requirements have put pressure on the Metropolitan Council to consider and implement cost reductions to the Central Corridor project; and

WHEREAS, The Ramsey County Regional Railroad Authority understands that expediting completion of the Central Corridor Light Rail Transit line is one way to help control costs; NOW, THEREFORE BE IT

RESOLVED, that the Ramsey County Regional Railroad Authority ~~strongly urges the Metropolitan Council to:~~ *believes the integrity of this corridor rests w/:*

- Connect^{ing} the Central Corridor Light Rail Transit line to the multi-modal transit hub at St. Paul's Union Depot, ~~to maintain the integrity of the project from downtown Minneapolis to downtown St. Paul.~~
- Expedite^{ing} completion of the Central Corridor Light Rail Transit line to keep costs down and help to meet federal cost effectiveness guidelines.

RESOLUTION

Board of Ramsey County Regional Railroad Authority

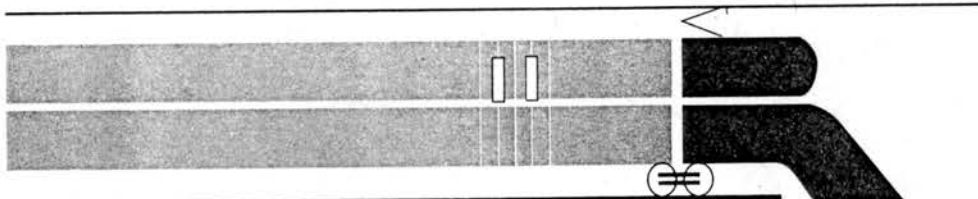
- Ensure ^{ing} that adequate parking is provided along the corridor to serve the needs of businesses and residents of Ramsey County and the entire region. *SPH*
- Support ^{ing} improvements to the intersection of Snelling and University Avenues in St. Paul so that traffic flow is improved and transit options are enhanced.

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

6560 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

August 22, 2006

Immediately following Housing and Redevelopment Authority Meeting

Third Floor Council Chambers Courthouse

1. * Approve minutes from August 1, 2006 meeting.

ADMINISTRATIVE AGENDA

2. * Ratify Partial Payment No. 30 in the amount of \$25,735.45 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for May, 2006.
3. * Approve grant agreement with Metropolitan Council in the amount of \$1,699,935 for Union Depot work; authorize Chair to execute the agreement.
4. * Authorize staff to issue a request for proposals for environmental, engineering, and financial work for Union Depot.
5. * Authorize chair to execute a contract with the St. Paul Port Authority for assistance with property acquisition at Union Depot.

POLICY AGENDA

6. Approve Memorandum of Understanding and authorize Chair to execute the Memorandum of Understanding.

* Action is requested

Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on August 1, 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: Patricia Brady, Connie Catlin, Art Coulson, Kathy DeSpiegelaere, Deborah Hendricks, Marsha Kurka, Kris Longhenry, David MacMillan, Stephanie Rodel, Angie Taylor, David Twa

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

ADMINISTRATIVE AGENDA

1. Approve minutes from July 18, 2006 RCRRA meeting

A motion was made by Commissioner Reinhardt, seconded by Commissioner Carter, to approve the minutes from the July 18, 2006 RCRRA meeting.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

POLICY AGENDA

2. 2007 Supplemental Budget – Kathy DeSpiegelaere

Kathy DeSpiegelaere discussed the 2007 Supplemental Budget, along with the Outcome, Performance Measures and Discussion document as it relates to the Ramsey County Regional Railroad Authority and transit alternatives. She noted that the performance measures look at milestones reached, funds received for transit projects and usage of transit projects that have been implemented. As an example of a milestone, Ms DeSpiegelaere noted the Central Corridor locally preferred alternative selection process.

Ms DeSpiegelaere noted that transit ridership or usage will also be a measure. Commissioner Parker asked if this measure should be assigned to RCRRA, as the official monitor will be Metropolitan Council. Ms DeSpiegelaere agreed to remove ridership usage as a measure.

Ms DeSpiegelaere also noted that RCRRA will be receiving the supplemental budget toward the end of 2006. She also commented that RCRRA will be setting the maximum certified levy in September 2006.

3. Central Corridor Considerations

A motion was made by Commissioner Parker, seconded by Commissioner McDonough, to approve a resolution outlining the concerns of the Ramsey County Commissioners as the Central Corridor Light Rail Transit project moves forward.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority will be providing a substantial share of planning, capital and operational costs of the Central Corridor Light Rail Transit line; and

WHEREAS, The Ramsey County Regional Railroad Authority strongly believes that the planning and construction of the rail project must be done in such a way so as to safeguard the integrity of the Central Corridor Light Rail Transit line and ensure that it is an integral part of the regional transit system; and

WHEREAS, The Ramsey County Regional Railroad Authority believes that connection of the Central Corridor Light Rail Transit line to the multi-modal transportation hub at the Union Depot is an essential part of the project and is necessary to preserve its integrity; and

WHEREAS, The Ramsey County Regional Railroad Authority believes that adequate parking along the Central Corridor Light Rail Transit line is an essential part of the project and is necessary to preserve its integrity; and

WHEREAS, The Ramsey County Regional Railroad Authority recognizes that federal cost effectiveness requirements have put pressure on the Metropolitan Council to consider and implement cost reductions to the Central Corridor project; and

WHEREAS, The Ramsey County Regional Railroad Authority understands that expediting completion of the Central Corridor Light Rail Transit line is one way to help control costs; and

WHEREAS, The Ramsey County Regional Railroad Authority considers the Central Corridor Light Rail Transit line to be an integral part of a comprehensive multi-modal regional transportation system that will enhance transit options for all Ramsey County residents; and

WHEREAS, The Ramsey County Regional Railroad Authority has committed to the Preliminary Engineering process set forth by the Metropolitan Council; NOW, THEREFORE BE IT

RESOLVED, Ramsey County commits to fully participating in the preliminary engineering process and the involvement of residents and businesses; and

RESOLVED, that the Ramsey County Regional Railroad Authority believes the integrity of this corridor rests with the following:

- Connecting the Central Corridor Light Rail Transit line to the multi-modal transit hub at St. Paul's Union Depot.
- Expediting completion of the Central Corridor Light Rail Transit line to keep costs down and help to meet federal cost effectiveness guidelines.
- Ensuring that adequate parking is provided along the corridor to serve the needs of businesses and residents of Ramsey County and the entire region.
- Supporting improvements to the intersection of Snelling and University Avenues in St. Paul so that traffic flow is improved and transit options are enhanced.
- Planning changes to bus service both to and along the corridor in a manner that will maintain and enhance access and mobility for residents and businesses in Ramsey County, and in particular for those who are most transit-dependent.

The meeting adjourned at 11:00 a.m

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Desjardins
Authorized Signature

8/11/06
Date

Board Action Requested

Ratify Partial Payment No. 30 in the amount of \$25,735.45 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for May 2006.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution
 - 2) Accounts Payable forms and Partial Payment No.30
 - 3) DMJM+Harris, Inc. Invoice No. 6018422(30), and attachments

Budgeting and Accounting

Kathleen Albright

County Attorney

W. Mark Miller

Risk Management

Documentation certified complete for:

August 22, 2006
Board Date

Angeline Taylor
Signature

8-14-06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: R06-

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 May 26, 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. 6018422, Partial Payment No. 30, in the amount of \$25,735.45 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through May 26, 2006; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$25,735.45 for services rendered through May 26, 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: 00003864

VOUCHER
Purchase Order Voucher

Page No 1
Run Date 11.Jul.2006
Run Time 11:25:59 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
10.Jul.2006	6018422(29)(30)	13.Jun.2006	0000155333	DMJM+HARRIS, INC.	ONL	LONGHEKR P		10.Jul.2006	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$25,735.45	\$0.00	1178 PAYSHERE CIRCLE			CHICAGO	IL	60674		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000944	\$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	\$25,735.45		\$25,735.45		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			\$25,735.45			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								

W



Business Unit: RRA
Voucher ID: 00003864

VOUCHER
Purchase Order Voucher

Page No. 2
Run Date 11.Jul.2006
Run Time 11:25:59 AM

Report ID: RMAP19

Payment Comments-Check Stub

Invoice No. 6018422(20), dated 6/13/06
Services on the Central Corridor Phase 2 study for April 29, 2006 to May 26, 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 7/13/06

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: 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: 99999999999999

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	

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

	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
Connetics	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$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

Invoice #1	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
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$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

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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	\$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 #1	Invoice #25	Invoice #26	Invoice #27	Invoice #28	Invoice #29	Invoice #30
11/26/05-12/23/05	12/31/05-1/27/06	1/28/06-2/24/06	2/25/06-3/31/06	4/1/06-4/28/06	1/13/04-12/30/05	4/29/06-5/26/06
\$420.70	\$198.57	\$190.86	\$1,843.54	\$4,487.72	\$0.00	\$6,846.62
\$567.95	\$268.07	\$257.66	\$2,488.78	\$6,058.42	\$0.00	\$9,242.94
\$988.65	\$466.64	\$448.52	\$4,332.32	\$10,546.14	\$0.00	\$16,089.56
\$108.75	\$51.33	\$49.34	\$476.56	\$1,160.08	\$0.00	\$1,769.85
\$1,097.40	\$517.97	\$497.86	\$4,808.87	\$11,706.22	\$0.00	\$17,859.41
\$13,883.35	\$21,355.65	\$11,923.13	\$22,503.49	\$3,531.24	\$0.00	\$9,230.54
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$14,980.75	\$21,873.62	\$12,420.99	\$27,312.36	\$15,237.46	\$0.00	\$27,089.95
\$749.04	\$1,093.68	\$621.05	\$1,365.62	\$761.87	-\$79,015.90	\$1,354.50
\$14,231.71	\$20,779.94	\$11,799.94	\$25,946.75	\$14,475.58	\$79,015.90	\$25,735.45
\$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	\$853.15
\$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	\$2,718.40	\$0.00	\$7,208.15
\$4,950.00	\$3,840.00	\$0.00	\$1,725.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$11,878.59	\$4,928.35	\$631.84	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$853.15
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$4,928.35	\$631.84	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$4,928.35	\$631.84	\$0.00	\$853.15
0.00%	0.00%	0.00%	18.04%	4.15%	0.00%	3.16%
\$1,097.40	\$207.31	\$506.92	\$3,884.89	\$1,575.35	\$0.00	\$0.00
\$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	\$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	\$21,139.48	\$0.00	\$1,725.00	\$0.00	\$0.00	\$0.00
\$15.34	\$8.86	\$35.48	\$18.98	\$0.00	\$0.00	\$9.49
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$853.15
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$11,878.59	\$20,743.91	\$3,350.24	\$0.00	\$7,208.15
\$0.00	\$0.00	\$0.00	\$939.58	\$10,311.87	\$0.00	\$19,019.16
\$1,501,302.05	\$1,522,081.99	\$1,533,881.93	\$1,559,828.67	\$1,574,304.26	\$1,653,320.16	\$1,679,055.61
\$588,587.95	\$567,808.01	\$556,008.07	\$530,061.33	\$515,585.74	\$436,569.84	\$410,834.39
\$1,201,041.64	\$1,217,665.59	\$1,227,105.54	\$1,247,862.94	\$1,259,443.40	\$1,322,656.12	\$1,343,244.49

6

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: June 13, 2006
Invoice No.: 6018422(29)
Job No.: 46106124
Customer No.: 3001

Attn: Steven Morris

Re: Central Corridor Project

PROJECT BILLING SUMMARY

FOR SERVICES PERFORMED FROM APRIL 29 THROUGH MAY 26, 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	\$0.00	\$236,776.60	\$236,776.60	90%				
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	\$356,835.50	\$356,835.50	90%				
7	\$ 176,108.74	\$ 176,109.00	\$9.49	\$170,864.23	\$170,873.72	97%				
8		\$ 10,000.00	\$853.15	\$6,179.08	\$7,032.23	70%				
9		\$ 22,000.00	\$0.00	\$21,994.33	\$21,994.33	100%				
10		\$ 70,000.00	\$7,208.15	\$35,972.74	\$43,180.89	62%				
11		\$ 269,166.00	\$19,019.16	\$11,251.45	\$30,270.61	11%				
Project Total	\$ 1,709,797.10	\$ 2,089,890.00	\$27,089.94	\$1,680,454.60	\$1,707,544.54	81.7%				\$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	\$19,028.65	\$734,784.26	\$753,812.91	78.6%				
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	\$19,410.60	\$19,410.60	77.6%				
Connetics		\$ 20,000.00	\$0.00	\$17,438.78	\$17,438.78	87.2%				
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	\$853.15	\$112,596.05	\$113,449.19	98.3%				
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	\$7,208.15	\$337,549.59	\$344,757.74	88.1%				
Project Total	\$ 1,709,797.10	\$ 2,089,890.00	\$27,089.94	\$1,680,454.59	\$1,707,544.54	99.9%				

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	\$853.15	\$112,596.05	\$113,449.19	6.6%				
Connetics		\$ 20,000.00	\$0.00	\$5,560.19	\$5,560.19	0.3%				
Enviroscience	\$ 143,506.48	\$ 168,506.00	\$0.00	\$123,206.51	\$123,206.51	7.2%				
Project Total	\$ 251,919.48	\$ 303,919.00	\$853.15	\$241,362.75	\$242,215.90	14.2%				

OK
[Signature]

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

ORIGINAL

10

DBE Progress/Project Report

Project #:	46106124.0001	DBE Progress Report #:	26
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:	\$ 1,707,544.54
Total Contract Amount:	\$ 2,089,890.00	Percent Billed to Date:	82%
Contract Dollars Expended:	\$ 1,707,544.54	Payment Claim #:	29
Contract Dollars Remaining:	\$ 382,345.46		

Utilization Goal: 15%
Reporting Period: From April 29, 2006 through May 26, 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	\$853.15	\$113,449.20
Enviroscience	\$143,506.48	\$168,506.00	\$0.00	\$123,206.51
Connetics	\$0.00	\$20,000.00	\$0.00	\$5,560.19
DBE Totals:	\$303,919.00		\$853.15	\$242,215.90
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: 6/14/06
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.

Copy mailed to Pat Calder
 7/3/06 KAL

Invoice Date: June 13, 2006
 Invoice No.: 6018422(29)

DMJM+HARRIS COSTS				
LABOR				
Task #	Person	Hours	Rate	Labor Cost
✓ 11	Gough, Patrick	126.0	\$25.94	\$3,268.44
✓ 11	Ives, Lisa	50.0	\$62.59	\$3,129.50
✓ 11	Veeraraghavapuram, Madhusudan	14.0	\$23.28	\$325.92
✓ 11	Witzig, Albert	2.0	\$61.38	\$122.76
Subtotal Labor				\$6,846.62
OVERHEAD				
		Labor	Rate	Total OH
		\$6,846.62	135.00%	\$9,242.94
Subtotal Labor + Overhead				\$16,089.56
FEE				
		Labor&OH	Rate	Total fee
		\$16,089.56	11%	\$1,769.85
ODCs				
Task #	Type	Amount		Total ODCs
✓ 7	Postage	\$9.49		\$9.49
✓ 11	Airfare (Gough)	\$413.70		\$413.70
11	Travel (Ives)	\$746.05		\$746.05
Total ODCs				\$1,169.24
DMJM+HARRIS INVOICE TOTAL				
	Total earned			\$19,028.65
	Retainage @ 5%			\$951.43
Total Invoiced Amount				\$18,077.22
SUBCONSULTANT COSTS				
Task #	Firm	Cost		Total Sub Costs
✓ 8	Manuel Padron & Assoc.	\$853.15		\$853.15
✓ 10	AECOM Consult.	\$7,208.15		\$7,208.15
SUBCONSULTANT TOTAL				
	Total earned			\$8,061.29
	Retainage @ 5%			\$403.06
Total Invoiced Amount				\$7,658.23
TOTAL NOW DUE				\$25,735.45

17,859.41

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. D. Spiegelbauer
Authorized Signature

8/14/06
Date

Board Action Requested

Approve grant agreement with Metropolitan Council in the amount of \$1,699,935 for Union Depot work; authorize Chair to execute the agreement.

ACTION REQUESTED

Request Justification

1. Proposed Resolution; and
2. Grant Agreement with Metropolitan Council in the amount of \$1,699,935.

Budgeting and Accounting

Kathleen Ak

County Attorney

Will MacMill

Risk Management

Documentation certified complete for:

August 22, 2006
Board Date

Angeline Taylor
Signature

8-14-06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: August 22, 2006 No.: R06-

WHEREAS, Ramsey County Regional Railroad Authority has been awarded \$1,699,935 in federal funding for Union Depot; and

WHEREAS, The funds will be used for environmental, engineering and financial work for the Union Depot multi modal transit hub; and

WHEREAS, The funds will be reimbursed to Ramsey County Regional Railroad Authority through the Metropolitan Council; NOW, THEREFORE, BE IT

RESOLVED, That Ramsey County Regional Railroad Authority approves the grant agreement with the Metropolitan Council for federal funds for Union Depot in the amount of \$1,699,935; and BE IT FURTHER

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its Chair to execute the agreement.

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

PASS THROUGH GRANT AGREEMENT

Grantee:	Ramsey County Regional Rail Authority		SG-2006-0_____
Address:	RCRRA Kathryn DeSpiegelaere, Director Ramsey County Regional Rail Authority Suite 665 RCGC - West 50 West Kellogg Blvd St. Paul, MN 55102		
Grant Project:	Environmental review, preliminary engineering and project development for the Union Depot building in St. Paul.		
Maximum Grant Amount:	\$1,699,935.00	Council Action:	March 8, 2006
Federal 5309 Funds:	\$1,699,935.00		
Local Match:	\$424,984.00		
Federal Grant No.:	MN-03-0105-00		
CFDA No.:	20.500		
Grant Term:	Grant Award to Met Council through May 30, 2008		
Council Project Administrator:	Susan Stensland		

AGREEMENT

THIS AGREEMENT is made and entered into by and between the Metropolitan Council ("Council") and the Ramsey County Regional Rail Authority ("Grantee") each acting by and through its duly authorized officers.

WHERE AS:

1. The Council, acting in its role as the Twin Cities Metropolitan Planning Organization, which is able to receive and dispense federal funds, submitted an application to the federal government for grant funds pursuant to 49 U.S.C. Section 5309.
2. The Council has received grant number MN-03-0105-00 under CFDA 20.500 from the U.S. Department of Transportation ("USDOT"), Federal Transportation Administration ("FTA").
3. The Grantee has requested funding from the FTA Grant to conduct a grant project consistent with 49 U.S.C. Section 5309 and the Council's application for federal assistance.
4. This Agreement is intended to memorialize the terms under which the Grantee is to receive the FTA grant funds.

NOW, THEREFORE, the Council and the Grantee agree as follows:

I. GRANTEE PERFORMANCE OF GRANT PROJECT

1.01 Grant Project Activities. The Grantee agrees to perform and complete in a satisfactory and proper manner the grant project specified in **Exhibit A** ("Grant Project"), in accordance with the terms and conditions of this Agreement. The Grantee shall submit to the Council, for review and approval, a work plan for the Grant Project. The work plan shall include a detailed description of the activities to be completed by the Grantee, project budgets, proposed schedules, and estimates of the cost associated with each activity. After the effective date of this agreement, all proposed changes in the work plan must be submitted to the Council's Project Manager for approval. Such changes are not effective until the Grantee receives approval for the changes in writing from the Council's Project Manager. All Grant Project activities must be consistent with the approved work plan.

1.02 Use of Contractors. The Grantee may engage contractors to perform Grant Project activities. However, the Grantee retains primary responsibility to the Council for performance of the Grant Project and the use of such contractors does not relieve the Grantee from any of its obligations under this Agreement.

If the Grantee engages any contractors to perform any part of the Grant Project activities, the Grantee agrees that the contract for such services shall include the following provisions. (Note: these requirements are in addition to other requirements for such contracts set forth in this agreement.)

- A. The contractor must maintain all records and provide all reporting as required by this agreement.
- B. The contractor must defend, indemnify, and save harmless the Council from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
- C. The contractor must provide and maintain insurance in amounts and types of coverage appropriate to the contracted work and naming the Council as an additional insured, and provide to the Grantee prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage.
- D. The contractor must be an independent contractor for the purposes of completing the contracted work.
- E. The contractor must acknowledge that the contract between the Grantee and the contractor does not create any contractual relationship between the Council and the contractor.

1.03 Material Representations. The Grantee agrees that all representations contained in its application for grant assistance are material representations of fact upon which the Council relied in awarding this grant and are incorporated by reference into this agreement.

II. AUTHORIZED USE OF GRANT AND MATCHING FUNDS

The Grantee is authorized to use the grant and matching funds awarded under this agreement only for costs directly incurred for the Grant Project activities specified in paragraph 1.01 and only during the Project Activity Period specified in paragraph 6.01. Grant and matching funds may be used only for: (1) the allowable costs of the grantees, subgrantees and cost-type contractors, including allowable costs in the form of payments to fixed-price contractors; and (2) reasonable fees or profit to cost-type contractors but not any fee or profit (or other increment above allowable costs) to the grantee or

subgrantee. Allowable costs will be determined in accordance with Office of Management and Budget (OMB) Circular A-87. No other use of grant or matching funds is permitted.

III. GRANT AMOUNT, MATCH, AND DISTRIBUTION

3.01 Estimated Project Amount. The total estimated cost of the Grant Project identified in paragraph 1.01 is \$2,124,919.00, consisting of the Maximum Grant Amount and the grantee's required match as set forth below.

3.02 Maximum Grant Amount. The Council awards to the Grantee a grant of up to \$1,699,935.00 ("Maximum Grant Amount") for the Grant Project. In no event will the Council's obligation under this agreement exceed the lesser of:

- A. The Maximum Grant Amount; or
- B. 80% of the total Grant Project expenditures.

The Council shall bear no responsibility for cost overruns that may be incurred by the Grantee in performance of the Grant Project.

3.03 Grantee's Match. The Grantee has an obligation under this agreement to share in the costs of the Grant Project by providing at least a twenty percent (20%) local match from sources other than from the Council funds, i.e., not less than \$424,984 against the Maximum Grant Amount. The eligibility and use of matching funds shall be governed by applicable federal law, regulations and guidance.

3.04 Grant Funds. Grant funds will be distributed by the Council as follows:

- A. Only costs incurred by the Grantee for the Grant Project described in Section 1.01 above, and as provided for in the Approved Budget included in the Grantee's application, which was submitted to the FTA by the Grantor, and which is attached hereto as **Exhibit B** and incorporated herein by this reference, are eligible for reimbursement. The Grantee may re-budget up to 20% of the total Grant Amount if there is no change in the Grant Project. Prior approval is required from the Council for re-budgeting in excess of 20% or for scope changes in the Grant Project.
- B. Payment to the Grantee will be provided based on the submission of invoices in the format of the approved budget only for costs actually incurred.
- C. Invoices in triplicate should include:
 - 1 Federal Grant number referenced in this Agreement.
 - 2 The dates covered by the invoice.
 - 3 Breakdown of expenses by approved line item budget in a manner that reflects total approved amount, current amount requested, cumulative total requested to date, and unexpended balance by line.
 - 4 The total amount of eligible expense for the period including the match.
 - 5 The amount of the expense for federal reimbursement.
 - 6 Signature by an authorized Grantee staff certifying that the invoice has been reviewed, that the costs have been properly incurred and used solely for the purposes of the work described in this Agreement, and that the amount charged is correct and in accordance with the terms of this Agreement.

7 The address to which payment shall be remitted.

An invoice form is provided on **Exhibit C**; however, Grantee may use its own form if all required information is provided. Invoices must be submitted at least quarterly but no more frequently than monthly, due within twenty (20) days of the end of the quarter.

- D. The Grantee shall submit any additional data and information requested by the Council to justify and support the Grantee's reimbursement request or as required by the federal government for reporting under the FTA.
- E. Upon review and approval of the reimbursement request, the Council will distribute to the Grantee the approved reimbursement request amount. The Council may deny part or all of any reimbursement request if it believes that it is not warranted or justified.
- F. No reimbursement payment will be made which would cause distribution of grant funds to exceed, cumulatively through such payment, the limits in paragraph 3.02. The Council may withhold payment if the Grantee is not current in its reporting requirements under article V. Distribution of any funds or approval of any report is not to be construed as a Council waiver of any Grantee noncompliance with this agreement. Once received, the funds must be distributed within 3 business days. Grantee is not allowed to accumulate funds and is subject to reimbursement of funds with interest if this occurs.

3.05 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the Council that the Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council.

3.06 Reversion of Unexpended Grant Funds. All funds granted by the Council under this agreement that have not been expended for Grant Project activities taking place during the Project Activity Period shall revert to the Council.

3.07 Grant Contingent on Federal Funding. The Grantee acknowledges and agrees that the Council's payment of funds under this agreement is contingent on the Council receiving grant funds from the USDOT. If, for any reason, USDOT reduces the amount of the Council's FTA Grant, or otherwise fails to pay any part of the cost or expense of the Grant Project in this agreement, the Grantee agrees to pay those costs and expenses. The Grantee and its contractors and subcontractors further agree to pay any and all lawful claims arising out of or incidental to the performance of the Grant Project covered by this agreement in the event that USDOT does not pay the same and, in all events, agree to hold the Council harmless from those claims and from any claims arising out of this agreement. Notwithstanding any other provisions of this agreement, in the event the FTA rescinds funding for the FTA Grant, the Council may immediately terminate this agreement by written notice to the Grantee.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Grant Project Costs. All costs charged to the Grant Project, whether paid with grant funds or charged as the Grantee's match, must be supported by proper documentation, including properly executed payrolls, time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

4.02 Establishment and Maintenance of Grant Project Information. The Grantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to: (a) Grantee's performance under this agreement, and (b) to the receipt and expenditure of all grant funds and the Grantee's match under this agreement. These

documents shall include the property records required by Article VIII of this agreement. The Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall retain intact all Grant Project information until the latest of:

- A. Complete performance of this agreement; or
- B. Six (6) years following the term of this agreement; or
- C. If any litigation, claim, or audit is commenced during either such period, when all such litigation, claims or audits have been resolved.

If the Grantee engages any contractors to perform any part of the Grant Project activities, the Grantee agrees that the contract for such services shall include provisions requiring the contractor to establish and maintain Grant Project information in accordance with the provisions of this paragraph and to allow audit of such information in accordance with paragraph 4.03.

4.03 Audit. The accounts and records of the Grantee relating to the Grant Project shall be audited in the same manner as all other accounts and records of the Grantee are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of the Council, the Legislative Auditor and/or State Auditor in accordance with Minnesota Statutes, section 16C.05, subdivision 5, the United States Secretary of Transportation, the FTA Administrator, and the United States Comptroller General will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The Grantee will provide proper facilities for such access and inspection.

V. REPORTING AND MONITORING REQUIREMENTS

5.01 Quarterly and Annual Reports. , Grantee shall submit quarterly progress reports to the Council. The Quarterly Progress Reports are due 20 days after the end of each full calendar year quarter. Progress Reports should be submitted on or before:

April 20 - for January 1 through March 31
July 20 - for April 1 through June 30
October 20 - for July 1 through Sept 30
January 20 - for October 1 through December 31

Electronic forms will be e-mailed to the Grantee for completion. Each quarterly report shall include a detailed summary of completed Grant Project activities and expenditures for such month, including a DBE Project/Progress Reports and narrative. The Grantee shall also include:

- A copy of the most recent 133 Audit, if federal funds received is in excess of 500,000 annually.
- Set DBE Program - Goal Value.
- LLL form for lobbying.
- FTA Certifications and Assurances - should be completed annually for each new federal fiscal year. Forms will be provided by Council staff. Certifications Numbers 1 & 3 must be completed by all grantees. Other numbers to be certified should be determined by Grantee and the project.

5.02 Final Report. Upon completion of the Grant Project and not later than sixty (60) calendar days after the end of the Project Activity Period, the Grantee must submit a final report for Council review and approval describing the activities and expenditures for the Grant Project and containing a

final accounting of grant and matching expenditures. The final report must include inventory of Grant Project property as required by Article VIII of this agreement.

5.03 Content of Reports; Copies. The Grantee agrees to report completely and to provide the Council with any additional or follow-up information as may be requested by the Council. The Grantee agrees to provide copies of the reports specified in paragraphs 5.01 and 5.02 to organizations and individuals upon request during the term of this agreement.

5.04 Other Monitoring Activities. To assist the Council in monitoring compliance with this agreement, the Grantee agrees to attend Grantee meetings as requested by the Council and to permit site visits by Council staff, during business hours, upon reasonable notice. The Grantee agrees to submit to the Council a copy of any promotional information regarding the Grant Project disseminated by the Grantee during the term of this agreement.

5.05 Changed Conditions. The Grantee agrees to notify the Council immediately of any change in conditions, law, ordinance, or regulation, or any other event that may affect the Grantee's ability to perform the Grant Project in accordance with the terms of this agreement.

5.06 Special Reporting Requirements. The Council is required to report to the FTA regarding the FTA Grant Program activities. Accordingly, the Grantee agrees to provide the Council with any additional or follow-up information reasonably requested by the Council, in order to meet the Council's FTA reporting requirements.

VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

6.01 Grant Project Activity Period. The Grantee agrees to complete all Grant Project activities during the period from the date of federal award to the Council through May 30, 2008 ("Project Activity Period"). Grant funds may not be used by Grantee to reimburse costs for any Grant Project activities taking place before the beginning or after the end of the Project Activity Period. Grant funds may be used by Grantee to reimburse costs for any Grant Project activities taking place before the effective date of this agreement but only if such activities occurred during the Project Activity Period. Grant funds may not be use to supplant costs.

6.02 Term. The term of this agreement shall extend from the effective date of this agreement to a date sixty (60) calendar days following the end of the Project Activity Period, to permit closeout of this agreement.

6.03 Termination by Council for Convenience. The Council may terminate this agreement at any time and for any reason by providing Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination Grantee shall be entitled to compensation for Grant Project activities in accordance with this agreement which were incurred prior to the effective date of the termination, but not exceeding the limits in paragraph 3.02.

6.04 Termination by Council for Noncompliance. If the Council finds that there has been a failure to comply with the provisions of this agreement, the Council may terminate the agreement at any time following seven (7) calendar days written notice to the Grantee and upon failure of the Grantee to cure the noncompliance within the seven-day period. Noncompliance includes failure to make reasonable progress toward completion of the Grant Project. At the Council's option, the Council may cease payment of invoices during any period in which the Grantee is not in compliance with this agreement. If the Council finds that the Grantee's noncompliance is willful and unreasonable, the Council may terminate or rescind this agreement and require the Grantee to repay the grant funds in full

or in a portion determined by the Council. Nothing herein shall be construed so as to limit the Council's legal remedies to recover grant funds.

6.05 Effect of Grant Project Closeout or Termination. The Grantee agrees that Grant Project closeout or termination of this agreement does not invalidate continuing obligations imposed on the Grantee by this agreement. Grant Project closeout or termination of this agreement does not alter the Council's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any funds due to the Council as a result of later refunds, corrections, or other transactions.

VII. CONTACT PERSONS; PROJECT MANAGER

7.01 Contact Persons. The authorized contact persons for receipt of notices, reports, invoices, and approvals under this agreement are the following:

COUNCIL:

Susan Stensland, Grants Manager
Metropolitan Council/Metro Transit
560 6th Ave N.
Minneapolis, MN 55411-4398
612-349-7603 (voice)
612-349-7503 (fax)
susan.stensland@metc.state.mn.us

GRANTEE:

Kathryn DeSpiegelaere, Director
Ramsey County Regional Rail Authority
Suite 665 RCGC – West
50 West Kellogg Blvd
St. Paul, MN 55102
651-266-2762 (voice)
651-266-2761 (fax)
kathryn.despiegelaere@co.ramsey.mn.us

or such other person as may be designated in writing for itself by either party.

7.02 Council's Project Manager. The Council's Project Manager for purposes of administration of this agreement is the contact person listed for the Council in paragraph 7.01, or such other person as may be designated in writing by the Council's Regional Administrator. However, nothing in this agreement will be deemed to authorize the Project Manager to execute amendments to this agreement on behalf of the Council.

VIII. GRANT PROPERTY

The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this agreement shall be governed by applicable federal law, rule, and guidance including, without limitation, the provisions of:

- 49 C.F.R. Parts 18.31, 18.32, and 18.33
(www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html)
- *FTA Master Agreement* (www.fta.dot.gov/library/legal/agree.htm)
- *FTA Circular 5010.1C* (www.fta.dot.gov/library/policy/5010.1C/cover.htm)

The listed documents are incorporated by reference into this agreement. Copies of these documents are available at the internet websites indicated or, upon request by the Grantee, from the Council.

IX. GENERAL CONDITIONS

9.01 Amendments. The terms of this agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this agreement.

9.02 Assignment Prohibited. Except as provided in paragraph 1.02, the Grantee shall not assign, subgrant, contract out, sublet, or transfer any Grant Project activities without receiving the express written consent of the Council. The Council may condition such consent on compliance by the Grantee with terms and conditions specified by the Council.

9.03 Indemnification. The Grantee assumes liability for and agrees to defend, indemnify and hold harmless the Council, its members, officers, employees and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands including, without limitation, attorney's fees, arising out of, resulting from, or relating to the performance of the Grant Project by Grantee or Grantee's employees, agents, or subcontractors.

9.04 Grant Project Data. The Grantee agrees that the results of the Grant Project, the reports submitted, and any new information or technology that is developed with the assistance of this grant is in the public domain and may not be copyrighted or patented by Grantee. The Grantee shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, in administering data under this agreement.

9.05 Nondiscrimination. The Grantee agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Grantee agrees not to discriminate against any employee, applicant for employment, or participant in this Grant Project because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation. In undertaking the Grant Project activities, the Grantee agrees to comply with Minnesota Statutes, section 363.03, subdivision 4, regarding non-discrimination in the provision of public services.

9.06 Acknowledgment. The Grantee shall appropriately acknowledge the grant assistance made by the Council and the FTA under this agreement in any promotional materials, reports, and publications relating to the Grant Project.

9.07 Compliance with Law; Obtaining Permits, Licenses, and Authorizations. The Grantee agrees to conduct the Grant Project in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations. The Grantee is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the Grant Project.

9.08 Workers Compensation; Tax Withholding. The Grantee represents that it is compliance with the workers compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and any of its contractors or material suppliers, if any, under this contract, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

9.09 Jurisdiction, Venue, and Applicable Law. Venue for all legal proceedings arising out of this agreement, or breach of this agreement, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. All matters relating to the performance of this agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota.

X. GENERAL FEDERAL REQUIREMENTS

10.01 Federal Requirements. The requirements in this Article X are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this agreement. If any

requirement in this article is inconsistent with a provision found elsewhere in this agreement and is irreconcilable with such provision, the requirement in this article shall prevail.

10.02 Incorporation of Federal Grant. FTA Grant MN-03-0105-00 is attached to and incorporated into this agreement as **Exhibit B**. When performing work or expending funds for Grant Project activities, the Grantee agrees to comply with all applicable terms and conditions of said grant.

10.03 Incorporation of Specific Federal Requirements. Specifically, and without limitation, the Grantee agrees to comply with the federal requirements set forth in **Exhibit D** and agrees to require, unless specifically exempted, sub-recipients (if authorized) and third party contractors at every tier to comply with the same.

10.04 Federal Certifications and Assurances; Execution and Incorporation. The Grantee agrees to comply with and to certify compliance with the federal *Fiscal Year 2006 Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements* attached to and incorporated into this agreement as **Exhibit E**. The Grantee must certify compliance with the applicable provisions by signing the appropriate certification(s) and returning the signed certification(s) as part of the execution of this agreement. During the term of this agreement, the Grantee shall annually execute the most current federal certifications and assurances document and provide the same to the Council.

10.05 Compliance with Federal Requirements; Incorporation of Specific Documents by Reference. The Grantee agrees to comply with all federal statutes, rules, FTA Circulars, Executive Orders, guidance, and other requirements that may be applicable to this grant. In particular, and without limitation, the Grantee agrees to comply with the terms and conditions of the following documents when performing work or expending funds for Grant Project activities:

- *FTA Master Agreement* (www.fta.dot.gov/library/legal/agree.htm)
- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 CFR Part 18
(www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html)
- *Grant Management Guidelines*, FTA Circular 5010.1C
(www.fta.dot.gov/library/policy/5010.1C/cover.htm)

The listed documents are incorporated by reference into this agreement. Copies of these documents are available at the internet websites indicated or, upon request by the Grantee, from the Council.

10.06 Third Party Contracts. If the Grantee decides to fulfill any of its obligations or duties under this agreement through a third party contract to be paid for by funds received under this agreement, Grantee agrees to the following provisions. (Note: these requirements are in addition to other requirements for such contracts set forth in this agreement.)

- A. **Compliance with Federal Procurement Requirements.** Grantee will comply with all applicable federal law, rules, and guidance relating to such procurement including, without limitation, the provisions of *Third Party Contracting Requirements*, FTA Circular 4220.1E (www.fta.dot.gov/library/policy/tpcrpc.htm), which document is incorporated by reference into this agreement. A copy of this document is available at the internet website indicated or, upon request by the Grantee, from the Council.
- B. **Certification of Grantee's Procurement System.** Grantee certifies that its procurement system complies with the standards described in the previous paragraph.

- C. **Council Approval of Contracts.** The Grantee shall not execute any third party contract or otherwise enter into a binding agreement until it has first received written approval from the Council's Project Manager.
- D. **Inclusion of Provisions in Lower Tier Contracts.** The Grantee agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier subcontract financed in whole or in part with financial assistance under this agreement including all applicable provisions of this agreement.
- E. **Disadvantaged Business Enterprise Requirements.** For all work performed under this grant agreement, Grantee will comply with the Council's Disadvantaged Business Enterprise (DBE) Program. In particular, Grantee agrees to comply with the requirements of the Council's "Disadvantaged Business Enterprise (DBE) Pass Through Agreement and Program" document which is attached to and incorporated into this agreement as **Exhibit F**.

12. **10.07 Provisions Subject to Change.** The Grantee acknowledges that federal requirements in this article X are subject to change and agrees that the most recent of these requirements shall govern this agreement at any particular time.

10.08 No Federal Obligation. This grant is financed by federal funds. However, payments to the Grantee will be made by the Council. The United States is not a party to this agreement and no reference in this agreement to the United States, USDOT, FTA, or any representatives of the federal government makes the United States a party to this agreement. The Grantee shall include this clause in any contracts or agreements under this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the dates set forth below. This agreement is effective upon final execution by, and delivery to, both parties.

RAMSEY COUNTY REGIONAL RAIL
AUTHORITY

Date _____

By _____

Name _____

Title _____

METROPOLITAN COUNCIL

Date _____

By _____
Regional Administrator

Approved as to form:

Metropolitan Council
Office of General Counsel

K. D. Spiegelauer 8/14/06

LIST OF EXHIBITS

Exhibit	Description
A	Grant Project Description
B	Grantee's Application/ FTA Urbanized Area Formula Grant Number MN-03-0105-00
C	Invoice Form
D	Specific Federal Clauses
E	Federal Fiscal Year 2006 Annual List of Certifications and Assurances
F	Disadvantaged Business Enterprise (DBE) Pass Through Agreement and Program

EXHIBIT A
GRANT PROJECT DESCRIPTION

Environmental review, preliminary engineering and project development for the Union Depot building in St. Paul.

EXHIBIT B
GRANTEE'S APPLICATION/FTA GRANT

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Application for Federal Assistance

Recipient ID:	1305
Recipient Name:	METROPOLITAN COUNCIL
Project ID:	MN-03-0105-00
Budget Number:	1 - Budget Pending Approval
Project Information:	Union Depot Multi-modal hub project

Part 1: Recipient Information

Project Number:	MN-03-0105-00
Recipient ID:	1305
Recipient Name:	METROPOLITAN COUNCIL
Address:	560 Sixth Avenue North , Minneapolis, MN 55411 4398
Telephone:	(612) 349-7603
Facsimile:	(612) 349-7503

Union Information

Recipient ID:	1305
Union Name:	LAW ENFORCEMENT LABOR SERVICES(LELS)
Address 1:	327 York Avenue
Address 2:	
City:	St. Paul, MN 55101 4090
Contact Name:	Daniel Wells
Telephone:	(651) 793-2326
Facsimile:	(651) 293-0203
E-mail:	dwells@lels.org
Website:	

Recipient ID:	1305
Union Name:	AMALGAMATED TRANSIT UNION
Address 1:	5025 Wisconsin Avenue NW
Address 2:	

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City:	Washington, DC 20016 4139
Contact Name:	James LaSala
Telephone:	(202) 537-1645
Facsimile:	(202) 244-7824
E-mail:	
Website:	

Recipient ID:	1305
Union Name:	INTERNATIONAL BROTHERHOOD OF TEAMSTERS
Address 1:	25 Louisiana Ave NW
Address 2:	
City:	Washington, DC 20001 0000
Contact Name:	James Hoffa
Telephone:	(202) 624-6871
Facsimile:	
E-mail:	
Website:	

Recipient ID:	1305
Union Name:	TRANSIT MANAGERS & SUPERVISORS' ASSOCIATION
Address 1:	560 North Sixth Ave
Address 2:	
City:	Minneapolis, MN 55409
Contact Name:	Steve Jaeger
Telephone:	(612) 349-5140
Facsimile:	(612) 349-5151
E-mail:	steve.jaeger@metc.state.mn.us
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$2,124,919
Project Number:	MN-03-0105-00	Adjustment Amt:	\$0
Project Description:	Union Depot Multi-modal hub project	Total Eligible Cost:	\$2,124,919
Recipient Type:	Council of Governments	Total FTA Amt:	\$1,699,935
FTA Project Mgr:	William Wheeler	Total State Amt:	\$0
Recipient Contact:	Susan Stensland	Total Local Amt:	\$424,984
New/Amendment:	None Specified	Other Federal Amt:	\$0
Amend Reason:	Initial Application		

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		Special Cond Amt:	\$0
Fed Dom Asst. #:	20500		
Sec. of Statute:	5309	Special Condition:	None Specified
State Appl. ID:	None Specified	S.C. Tgt. Date:	None Specified
Start/End Date:	Dec. 01, 2005 - May. 01, 2008	S.C. Eff. Date:	None Specified
Recvd. By State:	Dec. 28, 2005	Est. Oblig Date:	None Specified
EO 12372 Rev:	Not Applicable	Pre-Award Authority?:	No
Review Date:	None Specified	Fed. Debt Authority?:	No
Planning Grant?:	NO	Final Budget?:	No
Program Date (STIP/UPWP/FTA Prm Plan) :	Aug. 25, 2005		
Program Page:	p.III-89 of 130		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
270120	MINNEAPOLIS-ST. PAUL, MN

Congressional Districts

State ID	District Code	District Official
27	2	John Kline
27	3	Jim Ramstad
27	4	Betty McCollum
27	5	Martin Olav Sabo
27	6	Mark R Kennedy

Project Details

federal appropriations in 2004 and 2005 totaling \$1,699,935 have been earmarked for the Union Depot project. The 2004 earmark was moved by administrative amendment dated 10/31/2005 into the 2006 project year. The 2005 earmark was put into 2006 in the original setup of 2006 and as referenced above.

The funding is section 5309 bus capital funding as follows: \$728,156 FFY 2004 and \$971,779 FFY 2005. Local match of 20% or \$424,984 will come from local funds approved by Ramsey County Regional Railroad Authority. Total eligible amount of this grant including match will be \$2,124,919.

The current project scope of work includes preparation of environmental documentation including working with the State Historical Preservation office since the depot is an historic site. Project Development, preliminary engineering, and preparation for future operation of this multi-modal terminal is part of the current workscope. The work started under this grant application will be continued with the \$50 million authorized in SAFETEA-LU under Title I for projects of national and regional significance.

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Project History:

In 2002, the Ramsey County Regional Railroad Authority (RCRRA) formed a group (LOCATE) of stakeholders, made up of business and civic leaders, to discuss siting a potential multimodal transportation terminal in Downtown St. Paul, Minnesota. The group evaluated locations for a Downtown St. Paul terminal, and assessed which transportation modes might be suitable for the facility, consistent with the adopted long range plans of the Metropolitan Council and Minnesota Department of Transportation.

LOCATE recommended and Ramsey County Regional Railroad Authority (RCRRA) endorsed Union Depot in St. Paul as the preferred location for the multimodal transportation hub.

Completed in 1923, Union Depot provided passenger and freight railroad services for both the Twin Cities and the State of Minnesota. The Depot is located in the heart of the capital city, St. Paul, as well as in a busy downtown area. The Union Depot enjoys:

Existing rail lines that allow for easy access to new convenient highway connections

A beautiful historic building ripe for reuse

Adjacent sites which would be developed to support and complement the transportation use

Close proximity to the great river, the Mississippi, and all its working and recreational aspects

A central location near St. Paul's commerce, event and entertainment areas.

Thus, Union Depot was confirmed as the best site for a multimodal facility that takes advantage of the area's geography and infrastructure.

Vision

Union Depot represents the next stage in the St. Paul-Minneapolis region's transportation future. A revitalized Union Depot will blend modes that exist today with others that are programmed in the region's long range plan in one historic location. This facility will allow for a seamless transfer among transportation modes while providing access to all of downtown St. Paul's services for passengers and those meeting them. It would serve regional, state and community needs. The project is included in the 2003 Metropolitan Council Transportation Policy Plan.

Amtrak service left Union Depot for a utilitarian building in the Midway area between St. Paul and Minneapolis. Currently, there are few services for passengers in close proximity to the Amtrak station.

This is an opportune time for work on the multi modal transit hub. The Post Office in 2005 agreed to leave the Depot area in 2009/2010, making way for the multi modal transit hub. The concourse area of the Depot is in dire need of repair. Transportation corridors in metro east converge at this location. The planning for the Central Corridor, Rush and Red Rock corridors continues.

Multimodal transportation would be welcomed at Union Depot with a phased implementation plan, consistent with the Metropolitan Council's long-range transportation plan. The core elements are:

The United States Postal Service will leave the concourse area of Union Depot, which is now used as a loading facility. The Postal Service is expected to relocate these services to Eagan, Minnesota, with the blessing of all interested parties, in 2009/2010.

Amtrak will eagerly return to Union Depot when a facility is provided that meets its requirements. Currently two trains per day stop in the Twin Cities.

The Metropolitan Council, through its division, Metro Transit, operates bus service in the Twin Cities area transit. Buses will return to Union Depot.

Jefferson and Greyhound Lines provide long distance intercity service in the region. The bus lines will serve Union Depot.

The Metropolitan Council's long-range transportation plan includes the Central Corridor as a light rail line. This line will initially terminate at Union Depot.

The Metropolitan Council's long-range transportation plan includes transitways in the Red Rock and Rush Line corridors. These lines will connect at Union Depot.

The Minnesota Department of Transportation is part of the Midwest Regional Rail network. Union Depot in St. Paul is the adopted terminus for the line from Chicago to the Twin Cities.

Phase I

Phase I of the proposed Union Depot program will return Amtrak services to Union Depot. It will also provide an area for intercity bus (Greyhound and Jefferson Lines) and Metro Transit bus patrons to board, transfer and disembark from vehicles. Phase I's main features include acquiring and rehabilitating the concourse and the bridge connecting to the head house. Four station tracks will be constructed and connected through terminal throats at the east and west ends to the main freight railroad system including the required turnouts and signaling. The track level will be paved for Metro Transit and intercity buses. Ramps will be graded and constructed. Intersection vehicle improvements will be made to allow transit vehicle access to the track level. Vertical circulation, platforms and shelters/umbrella sheds will be provided for all modes.

The estimated cost of construction for Phase I in 2003 dollars, including contingency, engineering and program management, excluding real estate, is \$86 million. The Depot concourse is currently owned by the United States Postal Service (USPS). The USPS plans to relocate their operation and sell the concourse along with an adjacent building. Negotiations to purchase the USPS property are currently underway as a joint activity between the Ramsey County Regional Railroad Authority and the City of Saint Paul. The parties have indicated their intent to have an agreement in place by the end of 2005. The property could be available in the 2009-2010 time frame with an opportunity to do some preliminary rehabilitation and construction prior to that time. The RCRRA has already purchased two parcels of property for \$5.4 million that will be needed for the operation of the Depot as an intermodal hub.

Later phases of the project would include two commuter rail lines and facilities for Midwest Regional Rail Initiative service from Chicago. The total project cost, in escalated dollars, is currently estimated at \$333 million. Significant portions of the total project budget will be provided by the individual projects.

Part 3: Budget

Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
110-00 CAPITAL - BUS	0	\$1,699,935.00	\$2,124,919.00
ACTIVITY			
11.79.00 Project Admin	0	\$75,000.00	\$93,750.00
11.31.03 PE/Envir Doc/NEPA, Procedures multimodal station	0	\$1,524,935.00	\$1,906,169.00
11.71.01 Consultant costs	0	\$100,000.00	\$125,000.00
Estimated Total Eligible Cost:			\$2,124,919.00
Federal Share:			\$1,699,935.00
Local Share:			\$424,984.00

OTHER (Scopes and Activities not included in Project Budget Totals)NoneSOURCES OF FEDERAL FINANCIAL ASSISTANCE

<u>UZA ID</u>	<u>Accounting Classification</u>	<u>FPC</u>	<u>FY</u>	<u>SEC</u>	<u>Previously Approved</u>	<u>Amendment Amount</u>	<u>Total</u>
270120	2004.47.03.31.1	00	2006	03	\$0.00	\$0.00	\$0.00
270120	2005.47.03.31.1	00	2006	03	\$0.00	\$0.00	\$0.00
Total Previously Approved:							\$0.00
Total Amendment Amount:							\$0.00
Total from all Funding Sources:							\$0.00

Alternative Fuel CodesExtended Budget Descriptions

11.79.00	Project Admin	0	\$75,000.00	\$93,750.00
Staff time needed to coordinate the development of procedures and enviromental requirements for this project. Fringe and indirect costs will be included on salaries.				
11.31.03	PE/Envir Doc/NEPA, Procedures multimodal station	0	\$1,524,935.00	\$1,906,169.00
Preliminary Engineering, inclusion of all NEPA documentation processes including State Historic Preservation Office requirements due to the historic designation of the depot; public participation/meetings, data analysis, community outreach; project development including financial needs, implementation, and operation.				
11.71.01	Consultant costs	0	\$100,000.00	\$125,000.00
Consultant services needed for environmental and preliminary engineering requirements. Travel and perdiem may also bea part of the costs.				

Changes since the Prior BudgetUnable to find change amount information.

Part 4. Milestones

11.79.00 Project Admin 0 \$75,000 \$93,750

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued for consultant	Feb. 01, 2006
	RFP issued for consultant.	
2.	Contract Award	Jun. 01, 2006
	Contract award.	
3.	Contract Complete	May. 01, 2008
	Consultant contract complete.	

11.31.03 PE/Envir Doc/NEPA, Procedures multimodal station 0 \$1,524,935 \$1,906,169

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Feb. 01, 2006
	RFP issued.	
2.	Contract Award	Jun. 01, 2006
	Contract award.	
3.	Contract Complete	May. 30, 2008
	Contract complete.	

11.71.01 Consultant costs 0 \$100,000 \$125,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Feb. 01, 2006
2.	Contract Award	Jun. 01, 2006
3.	Contract Complete	May. 01, 2008

Part 5. Environmental Findings

117900 Project Admin 0 \$75,000 \$93,750

Finding No. 1 - Class II(c)

C16 - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

113103 PE/Envir Doc/NEPA, Procedures
multimodal station

0 \$1,524,935 \$1,906,169

Finding No. 1 - Class II(c)

C01 - Engineering/Design/Planning/Tech.Studies

Activities which do not involve or lead directly to construction, such as planning and technical studies; projects for training and research programs; planning activities eligible for assistance listed in 23 U.S.C. 134, 135, and 307(c); planning activities related to approval of a unified work program and any findings required in the planning process pursuant to 23 C.F.R. Part 450, activities for state planning and research programs pursuant to 23 C.F.R. Part 420; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed.\n\n

117101 Consultant costs

0 \$100,000 \$125,000

Finding No. 1 - Class II(c)

C16 - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

Part 6: Fleet Status

No information found.

Part 7. FTA Comments

General Review

Comment Title:	New Comment
Comment By:	Marisol Simon
Date Created:	Feb. 14, 2006
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	I concur in the grant.

Part 8: Results of Reviews

The reviewer did not find any errors

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Part 9: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-12, October 1, 2005)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(12), October 1, 2005,
http://www.fta.dot.gov/16874_16882_ENG_HTML.htm
- (2) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: MN-03-0105-00

Grantee: METROPOLITAN COUNCIL

Citation of Statute(s) Authorizing Project: 49 USC 5309 - Capital Program Grant and Loans

Estimated Total Eligible Cost (in U.S. Dollars): \$2,124,919

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$1,699,935

Amount of This FTA Award (in U.S. Dollars): \$1,699,935

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

Date of U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 2/7/2006

Project Description:

Union Depot Multi-modal hub project

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

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EXHIBIT C
INVOICE FORM

Metropolitan Council

INVOICE

MIT TO: _____

Address: _____

Federal Grant No.: _____ **Met Council Contract No.:** _____

Grant Period: _____

Invoice # _____ **Dates Covered by Invoice:** _____

Attach itemized detail and copies of receipts for all non-recurring expenditures

Income Sources	Approved Income budget	Income recognized this period	Income recognized year to date	Unrecognized income
INCOME				
Grant				\$ -
Local Contributions 20% match				\$ -
Other Revenues				
Total Income.....	\$ -	\$ -	\$ -	\$ -
Approved Budget Line Items	Approved Budget	Expenses incurred this period	Year to Date Actual	Balance Remaining
PROGRAM EXPENSES				
Salaries & Benefits	\$ 93,750.00			\$ 93,750.0000
PE, Environmental and Development	\$ 1,906,169.00			\$ 1,906,169.00
Includes the following:				\$ -
Data Analysis costs	incl.			
Marketing	incl.			
Meeting Expenses	incl.			
NEPA expenses	incl.			
Consultant Costs	\$ 125,000.00			\$ 125,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Expenditures.....	\$ 2,124,919.0000	\$ -	\$ -	\$ 2,124,919.0000

Amount of Reimbursement requested: _____ (80% of Month to Date Actual Expenditures)

Certification: I certify the expenditures reflected in this invoice are true and correct and have been made for the purpose of and in accordance with applicable terms and conditions of the award. Appropriate documentation to support these authorized expenditures is on file and available for review. These expenditures are not reimbursable from other sources, and have not been previously claimed.

Authorized Signature: _____ **Date:** _____

EXHIBIT D
SPECIFIC FEDERAL CLAUSES

(For the purposes of this exhibit, the term "CONTRACTOR" shall refer to the "Grantee")

1. Fly America Requirements. The CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. Energy Conservation. The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act.

3. Access to Records and Reports. The CONTRACTOR agrees to provide the COUNCIL, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or the Administrator's authorized representatives, including any project management oversight (PMO) contractor, access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.

The CONTRACTOR agrees to permit any of the foregoing parties to reproduce such documents by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In addition to any requirements for maintenance of project records and documents in other sections of this Contract, CONTRACTOR agrees to maintain such records and documents until the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all litigation, appeals, claims or exceptions arising from the performance of this Contract

4. Federal Changes. The CONTRACTOR shall comply with the required FTA clauses set forth in this contract and with all applicable FTA regulations, policies, procedures and directives including, without limitation, those listed directly or by reference in the agreement between the COUNCIL and FTA. The CONTRACTOR's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this contract, shall constitute a material breach of this contract.

5. Recovered Materials. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR part 247.

6. No Obligation by the Federal Government. The COUNCIL and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation

or award of this Contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the COUNCIL, CONTRACTOR, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract.

The CONTRACTOR agrees to include the preceding clause in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

7. Program Fraud and False or Fraudulent Statements or Related Acts. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 *et seq.*, and USDOT regulations, "*Program Fraud Civil Remedies*," 49 CFR part 31, apply to its actions pertaining to this contract. Upon execution of this contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above language in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

8. Civil Rights. The following requirements apply to this Contract:

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
 - a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 42 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal

statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Contract. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- b. **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 532, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- c. **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- 3. **Inclusion in Subcontracts.** The CONTRACTOR agrees to include the requirements of this Section 15.08 in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

9. **Disadvantaged Business Enterprise ("DBE").**

- 1. **Nondiscrimination.** Pursuant to 49 CFR section 26.13, the CONTRACTOR, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the COUNCIL deems appropriate. The CONTRACTOR shall include this requirement in all subcontracts pursuant to this contract.
- a. **Prompt Payment.** The CONTRACTOR agrees to pay subcontractors within ten (10) calendar days of the CONTRACTOR's receipt of payment from the COUNCIL for undisputed services provided by the subcontractor. The CONTRACTOR agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of the CONTRACTOR's receipt of payment of retainage from the COUNCIL. The CONTRACTOR shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the COUNCIL. The CONTRACTOR agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The CONTRACTOR will not be reimbursed for work performed by subcontractors unless and until the CONTRACTOR ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section may result in the COUNCIL finding CONTRACTOR in noncompliance with the DBE provisions of this contract and the imposition of Administrative Sanctions described in paragraph 6 below.

10. Incorporation of FTA Terms. Specific provisions in this contract include, in part, certain standard terms and conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in 49 CFR section 18.36 and FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Notwithstanding anything to the contrary in this contract, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any COUNCIL requests which would cause the COUNCIL to be in violation of the FTA terms and conditions.

11. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

12. Clean Water. The provisions of this section 15.11 apply only if the amount of this contract (including the value of any amendments thereto) exceeds \$100,000.

The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 *et seq.* The CONTRACTOR agrees to report each violation to the COUNCIL and understands and agrees that the COUNCIL will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. Certification of Restrictions on Lobbying; Disclosure. The provisions of this Section 15.12 apply only if the amount of this contract (including the value of any amendments thereto) is equal to, or exceeds \$100,000.

The CONTRACTOR certifies that no federal appropriated funds have been paid or will be paid by or on behalf of the CONTRACTOR for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The certification of this compliance ("Lobbying Restriction Certification") submitted by CONTRACTOR in connection with this project is incorporated in, and made a part of, this contract.

The CONTRACTOR further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the projects funded by the funds allocated to the CONTRACTOR in this agreement, the CONTRACTOR shall complete and submit to the COUNCIL, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The CONTRACTOR certifies that it will require the language of this certification be included in the award documents for any subcontracts equal to or in excess of \$100,000.00 under this agreement, and that all subcontractors shall certify and disclose accordingly to the CONTRACTOR. All certifications and disclosures shall be forwarded to the COUNCIL by the CONTRACTOR.

The certifications referred to in this section (including the "Lobbying Restriction Certification" submitted by CONTRACTOR in connection with this project and incorporated in, and made a part of, this contract) are material representations of fact upon which the COUNCIL relies when this contract is made.

14. Clean Air. The provisions of this section 15.13 apply only if the amount of this contract (including the value of any amendments thereto) exceeds \$100,000.

The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. section 7401 *et seq.* The CONTRACTOR agrees to report each violation to the COUNCIL and understands and agrees that the COUNCIL will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. Integrity Certification. The provisions of this section 15.14 apply only if the amount of this contract (including the value of any amendments thereto) exceeds \$100,000.

By signing this contract, the CONTRACTOR certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency. This certification is a material representation of fact upon which the COUNCIL relies in entering this contract. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The CONTRACTOR shall provide to the COUNCIL immediate written notice if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

EXHIBIT E
FEDERAL FISCAL YEAR 2006 ANNUAL LIST OF CERTIFICATIONS AND ASSURANCES
FOR FEDERAL TRANSIT ADMINISTRATION GRANTS AND COOPERATIVE
AGREEMENTS

FEDERAL FISCAL YEAR 2006 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been compiled for Federal Transit Administration (FTA) assistance programs. FTA requests each Applicant to provide as many certifications and assurances as needed for all programs for which the Applicant intends to seek FTA assistance during Federal Fiscal Year 2006. FTA strongly encourages each Applicant to submit its certifications and assurances through TEAM-Web, FTA's electronic award and management system, at <http://ftateamweb.fta.dot.gov>.

Twenty-three (23) Categories of certifications and assurances are listed by numbers 01 through 23 in the TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients," and on the opposite side of the Signature Page(s) at the end of this document. Category 01 applies to all Applicants. Category 02 applies to all applications exceeding \$100,000. Categories 03 through 23 will apply to and be required for some, but not all, Applicants and projects.

FTA and the Applicant understand and agree that not every provision of these certifications and assurances will apply to every Applicant or every project for which FTA provides Federal financial assistance through a grant agreement or Cooperative Agreement. The type of project and the section of the statute authorizing Federal financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, Aug. 10, 2005.

The Applicant also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all Federal laws, regulations, and directives that may apply to the Applicant or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA(12) for Federal Fiscal Year 2006 at the FTA website http://www.fta.dot.gov/16874_16882_ENG_HTML.htm. The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.

Because the number of provisions that could flow down to subrecipients are so extensive, we have removed the partial list of provisions pertaining to subrecipients formerly included within certifications and assurances for various specific programs to preclude a misunderstanding that those provisions listed fully encompass all Federal provisions that may be imposed on a subrecipient. As a result, we strongly recommend that each Applicant, including a state, that will be implementing projects through one or more subrecipients, secure sufficient documentation from each subrecipient to assure compliance, not only with these certifications and assurances, but also with the terms of the Grant Agreement or Cooperative Agreement for the project, and the Master Agreement incorporated therein by reference. Each Applicant is ultimately responsible for compliance with the provisions of these certifications and assurances irrespective of participation in the project by any subrecipient.

01. FOR EACH APPLICANT

Each Applicant for FTA assistance must provide all assurances in this Category "01." Unless FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the Applicant provides the following assurances by selecting Category "01."

A. Assurance of Authority of the Applicant and Its Representative

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable state and local law and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

C. Intergovernmental Review Assurance

The Applicant assures that each application for Federal assistance it submits to FTA has been or will be submitted for intergovernmental review to the appropriate state and local agencies as determined by the state. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

D. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT

regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of the project property, whichever is longer, the Applicant assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.
- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

E. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the

Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

F. U.S. Office of Management and Budget (OMB) Assurances

Consistent with OMB assurances set forth in SF-424B and SF-424D, the Applicant assures that, with respect to itself or its project, the Applicant:

- (1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in its application;
- (2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- (4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;
- (5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
 - (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - (e) The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;

- (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing; and
 - (i) Any other nondiscrimination statute(s) that may apply to the project;
- (6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable state and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:
- (a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;
 - (b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;
 - (c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;
 - (d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);
 - (e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;
 - (f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under state law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;
 - (g) The Applicant will pay or reimburse property owners for necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for

those expenses, as required by 42 U.S.C. 4631;

- (h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and
- (i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;
- (7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted projects;
- (8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;
- (10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;
- (11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;
- (12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;
- (13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to ensure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the state;
- (14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:
 - (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;
 - (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;

- (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;
- (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;
- (e) Assurance of project consistency with the approved state management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465;
- (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;
- (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;
- (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and
- (i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);
- (j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and
- (k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;
- (15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;
- (16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;
- (17) To the extent applicable, will comply with the Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;
- (18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*, OMB Circular A-133, "Audits of States,

- Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT; and
- (19) To the extent applicable, will comply with all applicable provisions of all other Federal laws, regulations, and directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

02. LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:
- (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
 - (2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
 - (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, contracts under grants, loans, and cooperative agreements).
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

03. PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a state, local, or Indian tribal governments that is seeking Federal assistance to acquire property or services in support of its

project is requested to provide the following certification by selecting Category "03." FTA also requests other Applicants to provide the following certification. An Applicant for FTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of Federal assistance for the project, if FTA determines that its procurement practices and procurement system are incapable of compliance with Federal laws, regulations and directives governing procurements financed with FTA assistance.

The Applicant certifies that its procurements and procurement system will comply with all applicable third party procurement provisions of Federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing.

04. PRIVATE PROVIDERS OF PUBLIC TRANSPORTATION

Each Applicant that is a state, local, or Indian tribal government that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification. FTA may not award Federal assistance for such a project until the Applicant provides this certification by selecting Category "04."

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

- A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;
- B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
- C. Paid just compensation under state or local law to the company for any franchise or property acquired.

05. PUBLIC HEARING

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 for a capital project that will substantially affect a community or a community's public transportation service is required to provide the following certification. FTA may not award Federal assistance for that type of project until the Applicant provides this certification by selecting Category "05."

As required by 49 U.S.C. 5323(b), the Applicant certifies that it has, or before submitting its application, it will have:

- A. Provided an adequate opportunity for public review and comment on the project preceded by adequate prior public notice of the proposed project, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served;

- B. Held a public hearing on the project if the project affects significant economic, social, or environmental interests after providing adequate notice as described above;
- C. Considered the economic, social, and environmental effects of the proposed project; and
- D. Determined that the proposed project is consistent with official plans for developing the urban area.

06. ACQUISITION OF ROLLING STOCK

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any rolling stock is required to provide the following certification. FTA may not award any Federal assistance to acquire such rolling stock until the Applicant provides this certification by selecting Category "06."

As required by 49 U.S.C. 5323(m) and implementing FTA regulations at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post-delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

07. ACQUISITION OF CAPITAL ASSETS BY LEASE

An Applicant that intends to request the use of Federal assistance to acquire capital assets by lease is required to provide the following certifications. FTA may not provide assistance to support those costs until the Applicant provides this certification by selecting Category "07."

As required by FTA regulations, "Capital Leases," at 49 CFR 639.15(b)(1) and 639.21, if the Applicant acquires any capital asset by lease financed with Federal assistance authorized for 49 U.S.C. chapter 53, the Applicant certifies as follows:

- (1) It will not use Federal assistance authorized to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and It will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and
- (2) It will not enter into a capital lease for which FTA can provide only incremental Federal assistance unless it has adequate financial resources to meet its future obligations under the lease if Federal assistance is not available for capital projects in the subsequent years.

08. BUS TESTING

An Applicant for Federal assistance appropriated or made available for 49 U.S.C. chapter 53 to acquire any new bus model or any bus model with a new major change in configuration or components is required to provide the following certification. FTA may not provide assistance for the acquisition of any new bus model or bus model with a major change until the Applicant provides this certification by selecting Category "08."

As required by 49 U.S.C. 5318 and FTA regulations, "Bus Testing," at 49 CFR 665.7, the Applicant certifies that, before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665), the bus model:

- A. Will have been tested at FTA's bus testing facility; and
- B. Will have received a copy of the test report prepared on the bus model.

09. CHARTER SERVICE AGREEMENT

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 (except 49 U.S.C. 5310 or 5317), or under 23 U.S.C. 133 or 142 to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement. FTA may not provide assistance authorized under 49 U.S.C. chapter 53 (except 49 U.S.C. 5310 or 5317), or under 23 U.S.C. 133 or 142 for such projects until the Applicant enters into this Charter Service Agreement by selecting Category "09."

- A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," at 49 CFR 604.7, the Applicant agrees that it and each subrecipient and third party contractor at any tier will:
 - (1) Provide charter service that uses equipment or facilities acquired with Federal assistance authorized under 49 U.S.C. chapter 53 (except 49 U.S.C. 5310 or 5317), or under 23 U.S.C. 133 or 142 for transportation projects, only to the extent that there are no private charter service operators willing and able to provide the charter service that it or its subrecipients or third party contractors at any tier desire to provide, unless one or more of the exceptions in 49 CFR 604.9 applies; and
 - (2) Comply with the requirements of 49 CFR part 604 before providing any charter service using equipment or facilities acquired with Federal assistance authorized under 49 U.S.C. chapter 53 (except 49 U.S.C. 5310 or 5317), or under 23 U.S.C. 133 or 142 for transportation projects.
- B. The Applicant understands that:
 - (1) The requirements of 49 CFR part 604 will apply to any charter service it or its subrecipients or third party contractors provide,
 - (2) The definitions of 49 CFR part 604 will apply to this Charter Service Agreement, and
 - (3) A violation of this Charter Service Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

10. SCHOOL TRANSPORTATION AGREEMENT

An Applicant that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following School Transportation Agreement. FTA may not provide assistance for such projects until the Applicant enters into this agreement by selecting Category "10."

- A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant agrees that it and each subrecipient or third party contractor at any tier will:
- (1) Engage in school transportation operations in competition with private school transportation operators only to the extent permitted by 49 U.S.C. 5323(f) and (g), and Federal regulations; and
 - (2) Comply with the requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 for transportation projects.
- B. The Applicant understands that:
- (1) The requirements of 49 CFR part 605 will apply to any school transportation service it or its subrecipients or third party contractors provide,
 - (2) The definitions of 49 CFR part 605 will apply to this School Transportation Agreement, and
 - (3) A violation of this School Transportation Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

11. DEMAND RESPONSIVE SERVICE

An Applicant that operates demand responsive service and applies for direct Federal assistance authorized for 49 U.S.C. chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification. FTA may not award direct Federal assistance authorized for 49 U.S.C. chapter 53 to an Applicant that operates demand responsive service to acquire non-rail public transportation vehicles until the Applicant provides this certification by selecting Category "11"

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Applicant certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. When the Applicant's service is viewed in its entirety, the Applicant's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

If the Applicant is required to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations, FTA may not provide Federal assistance to that Applicant until it provides this certification by selecting Category "12"

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established

and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

13. INTEREST AND OTHER FINANCING COSTS

An Applicant that intends to request the use of Federal assistance for reimbursement of interest or other financing costs incurred for its capital projects is required to provide the following certification. FTA may not provide assistance to support those costs until the Applicant provides this certification by selecting Category "13."

As required by 49 U.S.C. 5307(g)(3), 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), 5309(i)(2)(C), and 5320(h)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs unless it is eligible to receive Federal assistance for those expenses and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

14. INTELLIGENT TRANSPORTATION SYSTEMS

An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture" is requested to provide the following assurance. FTA strongly encourages any Applicant for FTA financial assistance to support an ITS project to provide this assurance by selecting Category "14." An Applicant for FTA assistance for an ITS project that fails to provide this assurance, without providing other documentation assuring the Applicant's commitment to comply with applicable ITS standards and protocols, may be determined ineligible for award of Federal assistance for the ITS project.

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

- A. As provided in 23 U.S.C. 5307(c), "the Secretary shall ensure that intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a)." To facilitate compliance with 23 U.S.C. 5307(c), the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing.

- B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

15. URBANIZED AREA FORMULA PROGRAM

Each Applicant for Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. If, however a "Designated Recipient" as defined at 49 U.S.C. 5307(a)(2)(A) enters into a Supplemental Agreement with FTA and a Prospective Grantee, that Grantee is recognized as the Applicant for Urbanized Area Formula Program assistance and must provide the following certifications.

Each Applicant required by 49 U.S.C. 5307(d)(1)(K) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements must list the projects carried out during that Federal fiscal year with those funds in its quarterly report for the fourth quarter of the preceding Federal fiscal year. That list constitutes the report of transit enhancement projects carried out during the preceding fiscal year that is required to be submitted as part of the Applicant's annual certifications and assurances, in accordance with 49 U.S.C. 5307(d)(1)(K)(ii). Accordingly, the information in that quarterly report will be incorporated by reference and made part of the Applicant's annual certifications and assurances for this Federal fiscal year. FTA may not award Urbanized Area Formula assistance to any Applicant that has received Transit Enhancement funds authorized by former 49 U.S.C. 5307(k)(1), unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year 2005 has been submitted to FTA and includes the requisite list. Beginning Federal fiscal year 2007, FTA may not award Urbanized Area Formula Program assistance to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list.

FTA may not award assistance for the Urbanized Area Formula Program to the Applicant until the Applicant provides these certifications and assurances by selecting Category "15."

As required by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;

- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities;
- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the Project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals, individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, not more than fifty (50) percent of the peak hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5307: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307, and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed; (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has ensured or will ensure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of projects available to the public;
- G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process

to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

- J. In compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Applicant will spend at least one (1) percent of its funds authorized by 49 U.S.C. § 5307 for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and
- K. In compliance with 49 U.S.C. 5307(d)(1)(K), if the Applicant serves an urbanized area with a population of at least 200,000, (1) the Applicant will expend not less than one (1) percent of the amount it receives each fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if the Applicant has received Urbanized Area Program funds expended for transit enhancements as authorized by 49 U.S.C. 5307(k)(1), the Applicant will list those projects carried out with funds authorized under 49 U.S.C. 5307. If the Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of transit enhancement projects it has implemented during that preceding fiscal year using those funds, the information in that quarterly report will fulfill the requirements of 49 U.S.C. 5307(d)(1)(K)(ii), and thus that quarterly report will be incorporated by reference and made part of the Applicant's certifications and assurances.

16. CLEAN FUELS GRANT PROGRAM

Each Applicant for Clean Fuels Grant Program assistance authorized under 49 U.S.C. 5308 is required to provide the following certifications pm behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the Clean Fuels Grant Program until the Applicant provides these certifications by selecting Category "16."

As required by 49 U.S.C. 5308(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Clean Fuels Grant Program assistance, and 49 U.S.C. 5307(d)(1), the designated recipient or the recipient serving as the Applicant on behalf of the designated recipient, or the state or state organization serving as the Applicant on behalf of the state, certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals, individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5308, not more than fifty (50) percent of the peak hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5308: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Clean Fuels Grant Program, 49 U.S.C. 5308, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of the proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5308(d)(2) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements); and
- I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

17. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA PROGRAM AND PILOT PROGRAM

The state or state organization(state) that administers the Elderly Individuals and Individuals with Disabilities Formula Program and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program on behalf itself and its subrecipients is required to provide the following certifications on behalf of itself and each subrecipient. Unless FTA determines otherwise in writing, the state itself is ultimately responsible for compliance with its certifications and assurances even though even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the state is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the state has made to FTA. FTA may not award assistance for the Elderly Individuals and Individuals with Disabilities Formula Program or the Elderly Individuals and Individuals with Disabilities Pilot Program until the state provides these certifications by selecting Category "17."

- A. As required by 49 U.S.C. 5310(d), which makes the requirements of 49 U.S.C. 5307 applicable to the Elderly Individuals and Individuals with Disabilities Formula Program to the extent that the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the state or state organization serving as the Applicant (state) and that administers, on behalf of the state, the Elderly Individuals and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, certifies and assures on behalf of itself and its subrecipients as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(c), and if applicable by section 3012b(3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
 - (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C.

5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

- B. The state assures that each subrecipient either is recognized under state law as a private nonprofit organization with the legal capability to contract with the state to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.
- C. The private nonprofit subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the state concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities.
- D. In compliance with 49 U.S.C. 5310(d)(2)(A) and section 3012(b)(2), the state certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310;
- E. In compliance with 49 U.S.C. 5310(d)(2)(C), the state certifies that allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5310 or subsection 3012b of SAFETEA-LU will be distributed on a fair and equitable basis; and
- F. In compliance with Subsection 3012(b)(2) of SAFETEA LU, to the extent that the state is administering an Elderly Individuals and Individuals with Disabilities Pilot Program authorized by Subsection 3012(b) of SAFETEA-LU, the state certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

18. NONURBANIZED AREA FORMULA PROGRAM

The provisions of 49 U.S.C. 5311 establishing the Nonurbanized Area Formula Program do not impose, as a pre-conditions of award, explicit certification or assurance requirements for an Indian tribe or for a state or state organization that serves as the Applicant (state) for Nonurbanized Area Formula assistance and that administers the Nonurbanized Area Formula Program on behalf of a state.

In accordance with 49 U.S.C. 5311(c)(1), any Federal assistance authorized under 49 U.S.C. 5311 that is awarded directly to an Indian tribe will be subject to such terms and conditions as the Federal Transit Administrator or his or her designee may establish. (As of October 1, 2005, such terms and conditions for direct awards of Federal assistance to Indian tribes have not been established.)

Nevertheless, before FTA may award Nonurbanized Area Formula Program assistance, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award

determination required by 49 U.S.C. 5311. Because certain information is needed before the Secretary or his or her designee can make those determinations, each state is requested to provide the following assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the state itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the state is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the state has made to FTA. A state that fails to provide these assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5311 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311. The state is thus requested to select Category "(18)."

The state or state organization serving as the Applicant (state) and that administers, on behalf of the state the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311, assures on behalf of itself and its subrecipients as follows:

- A. The state has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
- B. The state has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. The state assures that the project equipment and facilities will be adequately maintained;
- D. In compliance with 49 U.S.C. 5311(b)(2)(C)(i), the state's program has provided for a fair distribution of Federal assistance authorized for 49 U.S.C. 5311 within the state, including Indian reservations within the state;
- E. In compliance with 49 U.S.C. 5311(b)(2)(C)(ii), the state's program provides or will provide the maximum feasible coordination of public transportation service to receive assistance under 49 U.S.C. 5311 with transportation service assisted by other Federal sources;
- F. The projects in the state's Nonurbanized Area Formula Program are included in the Statewide Transportation Improvement Program and, to the extent applicable, the projects are included in a metropolitan Transportation Improvement Program;
- G. The state has or will have available and will provide the amount of funds required by 49 U.S.C. 5311(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- H. In compliance with 49 U.S.C. 5311(f), the state will expend not less than fifteen (15) percent of the amounts of Federal assistance authorized under 49 U.S.C. 5311 that have been provided to the state to develop and support intercity bus transportation within the state, unless the chief executive officer of the state, or his or her designee, after consultation with affected intercity bus service providers, certifies to the Federal Transit Administrator, apart from these certifications and assurances herein, that the intercity bus service needs of the state are being adequately met.

19. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

Each Applicant for Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA.. FTA may not award Federal assistance for the JARC Formula Grant Program until the Applicant provides these certifications by selecting Category "19."

- A. As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Applicant for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals and individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the JARC Formula Grant Program, 49 U.S.C. 5316, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has

- published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- (7). In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- (8). In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements); and
- (9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
- B. In compliance with 49 U.S.C. 5316(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5316(f)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis;
- D. In compliance with 49 U.S.C. 5316(g)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services; and
- E. In compliance with 49 U.S.C. 5316(g)(3), the Applicant certifies that: (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

20. NEW FREEDOM PROGRAM

Each Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 must

provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA.. FTA may not award Federal assistance for the New Freedom Program until the Applicant provides these certifications by selecting Category "20."

- A. As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 certifies and assures on behalf of itself and its subrecipients, if any, as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g), and if applicable by section 3012b(3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
 - (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. In compliance with 49 U.S.C. 5317(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(A), it will conduct in

- cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5317(f)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services; and
- D. In compliance with 49 U.S.C. 5317(e)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis.

21. ALTERNATIVE TRANSPORTATION IN PARKS AND PUBLIC LANDS PROGRAM

Each State, tribal area, or local government authority that is an Applicant for Alternative Transportation in Parks and Public Lands Program assistance (Applicant) authorized by 49 U.S.C. 5320, is required to provide the following certifications. FTA may not award assistance for the Alternative Transportation in Parks and Public Lands Program assistance to the Applicant until the Applicant provides these certifications by selecting Category "21."

- A. As required by 49 U.S.C. 5320(i), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed project, including safety and security aspects of that project;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals, individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5320, not more than fifty (50) percent of the peak hour fare;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(E) in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5320, the Applicant: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

- (6) In compliance with 49 U.S.C. 5307(d)(1)(F) and with 49 U.S.C. 5320(e)(2)(C), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the Alternative Transportation in Parks and Public Lands Program, 49 U.S.C. 5320, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
 - (7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available the amount of funds required by 49 U.S.C. 5320(f), and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
 - (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).
- B. In compliance with 49 U.S.C. 5320(e)(2)(A), (B), and (D), the Applicant assures that it will:
- (1) Comply with the metropolitan planning provisions of 49 U.S.C. 5303;
 - (2) Comply with the statewide planning provisions of 49 U.S.C. 5304; and
 - (3) Consult with the appropriate Federal land management agency during the planning process.

22. INFRASTRUCTURE FINANCE PROJECTS

Each Applicant for Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, is required to provide the following certifications. FTA may not award Infrastructure Finance assistance to the Applicant until the Applicant provides these certifications by selecting Category "22."

- A. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5307 applicable to Applicants seeking Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including

- safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals and individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 23 U.S.C. chapter 6 not more than fifty (50) percent of the peak hour fare;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 23 U.S.C. chapter 6:
 - (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for Infrastructure Finance assistance, 23 U.S.C. chapter 6, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
 - (7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
 - (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

- (9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
 - (10) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Applicant will spend at least one (1) percent of those funds authorized under 49 U.S.C. § 5307 for public transportation security projects (this includes only capital projects in the case of a Applicant serving an urbanized area with a population of 200,000 or more), unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and
 - (11) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5309(d)(1)(K): (1) an Applicant that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances.
- B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Applicants seeking Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs unless it is eligible to receive Federal assistance for those expenses and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

23. DEPOSITS OF FEDERAL FINANCIAL ASSISTANCE TO STATE INFRASTRUCTURE BANKS

The state organization that administers the State Infrastructure Bank (SIB) Program on behalf of a state (state) and that is also an Applicant for Federal assistance authorized under 49 U.S.C. chapter 53 that it intends to deposit in its SIB is requested to provide the following assurances on behalf of itself, its SIB, and each subrecipient. Unless FTA determines otherwise in writing, the state itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its SIB and prospective subrecipients, the state is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from the SIB and each subrecipient, to assure the validity of all certifications and assurances the state has made to FTA.. FTA may not award

assistance for the SIB Program to the state until the state provides these assurances by selecting Category "23."

The state organization, serving as the Applicant (state) for Federal assistance for its State Infrastructure Bank (SIB) Program authorized by section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, agrees and assures the agreement of its SIB and the agreement of each recipient of Federal assistance derived from the SIB within the state (subrecipient) that each public transportation project financed with Federal assistance derived from SIB will be administered in accordance with:

- A. Applicable provisions of section 1602 of SAFETEA, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181;
- B. The provisions of the FHWA, FRA, and FTA or the FHWA and FTA cooperative agreement with the state to establish the state's SIB Program; and
- C. The provisions of the FTA grant agreement with the state that provides Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, and Federal guidance pertaining to the SIB Program, the provisions of the cooperative agreement establishing the SIB Program within the state, or the provisions of the FTA grant agreement, except to the extent FTA determines otherwise in writing;
- D. The requirements applicable to projects of 49 U.S.C. 5307 and 5309, as required by 49 U.S.C. 5323(o); and
- E. The provisions of any applicable Federal guidance that may be issued as it may be amended from time-to-time, unless FTA has provided written approval of an alternative procedure or course of action;

##

Selection and Signature Page(s) follow.

**FEDERAL FISCAL YEAR 2006 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Categories 01 - 23. _____

OR

**The Applicant agrees to comply with the applicable provisions of the following Categories
it has selected:**

Category Description

- | | | |
|-----|--|-------|
| 01. | For Each Applicant. | _____ |
| 02. | Lobbying. | _____ |
| 03. | Procurement Compliance. | _____ |
| 04. | Private Providers of Public Transportation. | _____ |
| 05. | Public Hearing. | _____ |
| 06. | Acquisition of Rolling Stock. | _____ |
| 07. | Acquisition of Capital Assets by Lease. | _____ |
| 08. | Bus Testing. | _____ |
| 09. | Charter Service Agreement. | _____ |
| 10. | School Transportation Agreement. | _____ |
| 11. | Demand Responsive Service. | _____ |
| 12. | Alcohol Misuse and Prohibited Drug Use. | _____ |
| 13. | Interest and Other Financing Costs. | _____ |
| 14. | Intelligent Transportation Systems. | _____ |
| 15. | Urbanized Area Formula Program. | _____ |
| 16. | Clean Fuels Grant Program. | _____ |
| 17. | Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. | _____ |
| 18. | Nonurbanized Area Formula Program. | _____ |
| 19. | Job Access and Reverse Commute Program. | _____ |
| 20. | New Freedom Program. | _____ |
| 21. | Alternative Transportation in Parks and Public Lands Program. | _____ |
| 22. | Infrastructure Finance Projects. | _____ |
| 23. | Deposits of Federal Financial Assistance to a State Infrastructure Banks. | _____ |

FEDERAL FISCAL YEAR 2006 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and directives applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2006.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2006.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____ Date: _____

Name _____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____ Date: _____

Name _____
Attorney for Applicant

Each Applicant for FTA financial assistance (except 49 U.S.C. 5312(b) assistance) and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

EXHIBIT F
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PASS THROUGH AGREEMENT AND
PROGRAM

**METROPOLITAN COUNCIL
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PASS THROUGH AGREEMENT AND PROGRAM**

1.0 POLICY STATEMENT

2.0 OBJECTIVES

3.0 DBE PROGRAM DEFINITIONS

4.0 RESPONSIBILITY FOR DBE PROGRAM IMPLEMENTATION

4.1 Duties of Grantee DBE Liaison Officer

5.0 DBE DIRECTORY

**6.0 DETERMINING, MEETING AND COUNTING OVERALL ANNUAL DBE GOALS FOR
FEDERALLY-ASSISTED CONTRACTS**

7.0 RECORD KEEPING, MONITORING AND ENFORCEMENT

7.1 Bidders List

7.2 Monitoring Payments to DBEs

7.3 Reporting to the Metropolitan Council

**METROPOLITAN COUNCIL AND GRANTEE
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PASS THROUGH AGREEMENT AND PROGRAM**

1.0 POLICY STATEMENT

In accordance with 49 CFR sections 26.3, 26.7, 26.21, and 26.23, Grantee hereby affirms the Metropolitan Council's policy to utilize businesses owned and controlled by socially and economically disadvantaged individuals in the procurement of goods and services, and the award of contracts. Grantee will, in accordance with authority granted by DOT regulations, other federal, state and local laws and ordinances, act affirmatively to create a "level playing field" for Disadvantaged Business Enterprises (DBEs) to achieve the goal of equal opportunity.

Grantee recognizes that creating a "level playing field" for DBEs can only be achieved through the energetic implementation of the Metropolitan Council's plan and the commitment of all Grantee's employees, committees and contractors to the goals of equal opportunity.

This policy statement will be circulated throughout the Grantee's organization, and to the DBE and non-DBE business communities that perform work on these DOT-assisted contracts.

In addition, Grantee will not:

1. Exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this program on the basis of race, color, sex, or national origin.
2. In administering the DBE program, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the program with respect to individuals of a particular race, color, sex, or national origin.

2.0 OBJECTIVES

In accordance with 49 CFR section 26.1, the objectives of the Metropolitan Council's DBE program are:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Metropolitan Council's financial assistance programs.
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
3. To ensure that the Metropolitan Council's DBE program is narrowly tailored in accordance with applicable law.
4. To ensure that only firms that fully meet program eligibility standards are permitted to participate as DBEs.

5. To remove barriers to the participation of DBEs in DOT-assisted contracts.
6. To assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
7. To utilize the flexibility accorded by Federal financial assistance to establish and provide opportunities for DBEs.

These objectives are passed on to the Grantee. The Grantee accepts these objectives as their own.

3.0 PROGRAM DEFINITIONS

In accordance with 49 CFR section 26.5, the following definitions apply to the Metropolitan Council's DBE pass through program.

AFFIRMATIVE ACTION Specific and positive activities undertaken by the Metropolitan Council and its contractors to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future, and to involve disadvantaged business enterprises fully in contracts and programs funded by the DOT.

ALASKA NATIVE A citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlaktla Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

ALASKA NATIVE CORPORATION Any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*).

APPLICANT One who submits an application, request, or plan to be approved by the MnUCP as a condition of eligibility for DOT financial assistance.

COMMERCIALLY USEFUL FUNCTION Work performed by a DBE firm in a particular transaction that in light of industry practices and other relevant considerations, has a necessary and useful role in the transaction, i.e., the firm's role is not a superfluous step added in an attempt to obtain credit toward goals. If, in the MnUCP's judgement, the firm (even though an eligible DBE) does not perform a commercially useful function in the transaction, no credit toward the goal may be awarded.

COMPLIANCE The condition existing when a recipient or contractor has correctly implemented the requirements of the program.

CONTRACT A legally binding relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of this part, a lease is a contract.

CONTRACTING OPPORTUNITY Any decision by the Metropolitan Council or its contractors to institute a procurement action to obtain a product or service commercially (as opposed to intergovernmental actions).

CONTRACTOR One who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program covered by this part; and includes lessees.

DBE DIRECTORY The MnUCP's list of Certified and Denied Firms which is used by the Metropolitan Council and its contractors to identify DBE potential prime and subcontractors and suppliers.

DBE LIAISON OFFICER The official designated by the head of the department element to have overall responsibility for promotion of DBE participation.

DEPARTMENT OR DOT The U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHA), the Federal Transportation Agency (FTA), and the Federal Aviation Administration (FAA).

DISADVANTAGED BUSINESS ENTERPRISE (DBE) A for-profit small business concern:

- That is at least 51% owned by one or more individuals who are both socially and economically disadvantaged; or in the case of a corporation, in which at least 51% of the stock is owned by one or more such individuals; and
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DOT-ASSISTED CONTRACT Any contract or modification of a contract between the Metropolitan Council and a contractor (at any tier) that is funded for in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

EQUAL OPPORTUNITY The requirements of non-discrimination in employment with regard to race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, age, marital status, or sex.

GOAL The annual percentage of DOT-assisted dollars intended to be awarded to DBEs. The annual overall DBE goal is achieved through a combination of race-neutral and race-conscious measures, including contract-specific goals.

GOOD FAITH EFFORTS Efforts to achieve a DBE goal or other requirement of the program, which by their scope, intensity, and appropriateness to the objective, can be expected to fulfill the program requirement.

INDIAN TRIBE Any Indian tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of "tribally-owned concern" in these definitions.

JOINT DEVELOPMENT The planning and implementation of an income producing real estate development which is adjacent to or physically related to an existing or proposed public transportation facility (e.g. transit station, Park and Ride, or bus facility).

JOINT VENTURE An association of a DBE firm and one or more other firms to carry out a single for profit business enterprise, for which the parties contribute their property, capital, efforts, skills, and knowledge, and in which the DBEs responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital, contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

LESSEE A business or person that leases, or is negotiating to lease, property from a recipient or the department on the recipient's or department's facility for the purpose of operating a transportation-related activity or for the provision of goods or services to the facility or to the public on the facility.

LEVEL PLAYING FIELD The objective of the DOT and Metropolitan Council DBE program; wherein an environment is created to achieve the level of participation by DBEs that would reasonably be expected in the absence of discrimination.

MANUFACTURER A business that operates, or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

MINORITY A person who is a U.S. citizen or lawful permanent resident of the U.S. and who is a:

- a. "Black American", which includes persons having origins in any of the black racial groups of Africa.
- b. "Hispanic American", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race.
- c. "Native American", which includes persons that are American Indians, Eskimos, Aleuts or Native Hawaiians.
- d. "Asian-Pacific American", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; or
- e. "Asian-Indian American", which includes persons whose origins are from India, Pakistan, and Bangladesh.

NATIVE HAWAIIAN Any individual whose ancestors were natives, prior to 1778, of the area which now comprises the State of Hawaii.

NATIVE HAWAIIAN ORGANIZATION Any community service organization serving Native Hawaiians in the State of Hawaii which is a not-for-profit organization chartered under the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

NONCOMPLIANCE The condition existing when a recipient or contractor has not correctly implemented the requirements of the program.

OPERATING ADMINISTRATION OR OA Any of the following parts of the DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The "Administrator" of an operating administration includes his or her designees.

PRE-BID/PRE-PROPOSAL CONFERENCE A meeting held, prior to the bid/proposal closing date of a particular project, at which prospective bidders/proposers are advised of Metropolitan Council specification requirements, which include DBE provisions.

PRE-BID/PRE-CONSTRUCTION CONFERENCE A meeting held prior to solicitation at which the prospective prime contractors are advised of its federal compliance obligations and other technical & administrative requirements.

PRIMARY RECIPIENT A recipient who received DOT financial assistance and passes some or all of this assistance on to another recipient.

PROGRAM Any undertaking by a recipient to use DOT financial assistance, and includes the entire activity any part of which receives DOT financial assistance.

RECIPIENT The entity, public or private, to which DOT financial assistance is pass through, via the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

RELATIVE AVAILABILITY The percentage of available DBE firms in light of local circumstances and the number of total available firms.

SUBRECIPIENT The entity, public or private, to which DOT financial assistance is pass through via the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

TRIBALLY-OWNED CONCERN Any concern that at least 51% owned by an Indian tribe as defined in these definitions.

U.S. DOT REGULATIONS (49 CFR part 23 and part 26) Federal rules and regulations published in the Federal Register dated March 31, 1980; amended April 27, 1981; July 21, 1983; October 21, 1987; and March 4, 1999; by the Department of Transportation, Office of the Secretary; entitled "Participation by [Minority Business Enterprise] in Department of Transportation Programs" and codified at Title 49, Code of Federal Regulations, Part 23.

4.0 RESPONSIBILITY FOR DBE PROGRAM IMPLEMENTATION

1. The Chair of the Metropolitan Council has overall responsibility for the Council's DBE program, and performs the role of providing policy leadership regarding the involvement of DBEs in the activities of the Metropolitan Council.
2. The Regional Administrator has responsibility for establishing and maintaining a program to promote the Metropolitan Council's DBE program. This responsibility will be carried out in conjunction with the Metropolitan Council DBE Liaison Officer.
3. In accordance with 49 CFR section 26.25, the Metropolitan Council has designated its Director, Office of Diversity and Equal Opportunity as its DBE Liaison Officer, responsible for implementing all aspects of the DBE program. The Council DBE Liaison Officer shall have direct and independent access to, and direct communication with, the Regional Administrator concerning DBE program matters.
4. The Grantee shall designate an employee who has responsibility for establishing and maintaining the Metropolitan Council's DBE pass through agreement and program. This person is referred to as the "Grantee DBE Liaison Officer." The Grantee DBE Liaison Officer's responsibilities will be carried out in conjunction with the Council DBE Liaison Officer.
5. The Grantee shall notify the Council DBE Liaison Officer of the person designated as the Grantee DBE Liaison Officer.
6. The Grantee DBE Liaison Officer shall work directly with the Metropolitan Council DBE Liaison Officer to ensure the program's success.

4.1 Duties of Grantee DBE Liaison Officer

The responsibilities of the Grantee DBE Liaison Officer include:

1. Providing compliance and goal achievement information to the Metropolitan Council DBE Liaison Officer. This includes:
 - a. Surveying the DBE community and conducting outreach in order to increase business opportunities to DBEs.
 - b. Analyzing Grantee's contract opportunities available for DBEs. Utilizing the DBE directory to search for potential DBE vendors.
 - c. Providing maximum opportunity to DBEs by initiating informal competitive procurement procedures for DBEs to compete for contracts within their respective areas that do not require solicitation of formal, public bids or proposals.
 - d. For contracts with DBE goals:

1. Ensuring that DBEs maintain current DBE certification by verifying their status with the DBE Directory.
 2. Ensuring that DBEs are utilized in accordance with the terms of the contract.
 3. Ensuring that potential DBE utilization problems are immediately resolved.
 4. If applicable, ensuring that the prime contractor/proposer continues to outreach to DBEs for additional business opportunities that result during the performance of the contract.
 5. Granting or denying all requests for DBE substitution.
 6. Packaging individual contracts in a manner to maximize the ability of DBEs to compete favorably and ensuring that RFPs, RFIs, and IFBs do not contain unnecessary requirements that could unduly restrict or eliminate DBEs from competing.
2. Monitoring contractor/grantee compliance with DBE commitments, maintaining accurate records, demonstrating DBE efforts and accomplishments, and determining compliance. This includes:
- a. Issuing periodic reports to the Metropolitan Council DBE Liaison Officer concerning DBE compliance or non-compliance of contractors and staff with the requirements of this program.
 - b. Attending meetings of the Grantee's board or council at which time these matters are considered; and responding to queries from Grantee board or council members.
 - c. Compiling DBE statistical and narrative reports for the Metropolitan Council.
3. Participating in prebid and preproposal meetings with potential prime and DBE contractors/proposers.
 4. Evaluating bids and proposals for compliance with DBE requirements, including bidder's good faith efforts.
 5. Monitoring contractor's compliance with DBE utilization goals.
 6. Coordinating dispute resolution through process established in partnering workshops with contract representatives, vendors and others regarding DBE program.
 7. Conducting compliance reviews.
 8. Conducting on-site verification and interviews.
 9. Consulting with the Metropolitan Council DBE Liaison Officer.

5.0 DBE Directory

1. In accordance with 49 CFR section 26.31, the Minnesota Uniform Certification Program maintains a current directory of DBE firms certified to do work with the Metropolitan Council. The directory includes the following minimum information for each firm:
 - a. Name.
 - b. Address.
 - c. Phone number/fax number/e-mail.
 - d. Types of work certified to perform.
 - e. NAICS, ethnicity & certification dates
2. The DBE directory is available to the public electronically, on the Internet, and in print format. Electronic formats will be updated as appropriate; and the entire directory will be updated at least annually.
3. The DBE Directory shall serve as a source list to help in identifying DBEs with capabilities relative to contracting solicitations. The directory will be available to bidders and proposers during normal business hours to assist in their efforts to meet DBE requirements. The directory will be categorized by type of firm to facilitate identifying businesses with capabilities relative to a particular specification.

6.0 DETERMINING, MEETING AND COUNTING OVERALL ANNUAL DBE GOALS FOR FEDERALLY-ASSISTED CONTRACTS

Pursuant to 49 CFR section 26.45, the Metropolitan Council will establish an annual overall DBE goal through a two-step process consisting of (a) establishing a base figure; and (b) adjusting the base figure. In accordance with 49 CFR Part 26, the Metropolitan Council will pass through it's established goal to the Grantee.

1. The contractor will submit monthly progress reports to the Grantee DBE Liaison Officer, in conformance with the currently approved schedule, reflecting its DBE participation. A DBE Progress Project Report (Exhibit C) shall be submitted to comply with this reporting requirement. Failure to submit this report in a timely manner will result in the imposition of administrative sanctions.
2. The Grantee DBE Liaison Officer will review the contractor's monthly progress reports to monitor and determine whether the utilization of DBE firms is consistent with the commitment of the contractor as stated in its bid or proposal. The reports are forwarded to the Metropolitan Council DBE Liaison Officer.

3. The dollar amount of Change Orders or any other contract modifications that increase or decrease the work area in which DBEs participation has been committed to in the bid, will be commensurately added to or subtracted from the total contract base figure used to compute actual dollars paid to DBEs. Revised total contract dollar values shall be reflected in the monthly progress report submitted to Metropolitan Council and referenced above.

7.0 RECORD KEEPING, MONITORING AND ENFORCEMENT

7.1 Bidders List

1. Pursuant to 49 CFR section 26.11(c), the Grantee will create and maintain a bidder's list, consisting of firms bidding on prime contracts and bidding or quoting subcontracts on DOT-assisted projects. The Bidders List will include the following minimum information for each firm:
 - a. Firm name;
 - b. Firm address;
 - c. Firm's status as a DBE or non-DBE;
 - d. The age of the firm; and
 - e. The annual gross receipts of the firm.

7.2 Monitoring Payments to DBEs

1. In accordance with the requirements of Section 7.3 of this program, the Grantee will require all prime contractors to submit on a monthly basis, evidence of actual payments to each DBE listed on the contract.
2. This evidence shall take the form of the DBE Progress/Project Report.
3. The Grantee will review and monitor the amount actually paid to each DBE and non-DBE in accordance with the requirements of Section 7.3 of this program.

7.3 Reporting to the Metropolitan Council

1. The Grantee shall submit a monthly report describing the activities undertaken toward progress achieved in meeting the goal of greater DBE participation in its procurement and financial assistance programs during the preceding federal quarter. These reports shall discuss at least the following:
 - a. A brief description of any problems encountered in the general area of DBEs, or specific contracts or projects.
 - b. Specific efforts to identify and award contracts to DBEs.
 - c. A summary of the extent to which percentages have been met.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathy DeSpiegelaere
Authorized Signature

8/14/06
Date

Board Action Requested

Authorize staff to issue a request for proposals (RFP) for environmental, engineering, and financial work for Union Depot.

ACTION REQUESTED

Request Justification

1. Resolution;
2. Memorandum from Kathy DeSpiegelaere, dated August 11, 2006; and
3. Proposed RFP.

Budgeting and Accounting

Kathleen Alf

County Attorney

Will Marshall

Risk Management

Documentation certified complete for:

August 22, 2006
Board Date

Angeline Taylor
Signature

8-14-06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: August 22, 2006

No.: R06-

WHEREAS, Ramsey County Regional Railroad Authority requires the completion of environmental, engineering and financial work for Union Depot multi modal transit hub; and

WHEREAS, A request for proposals has been prepared for this work; NOW, THEREFORE, BE IT

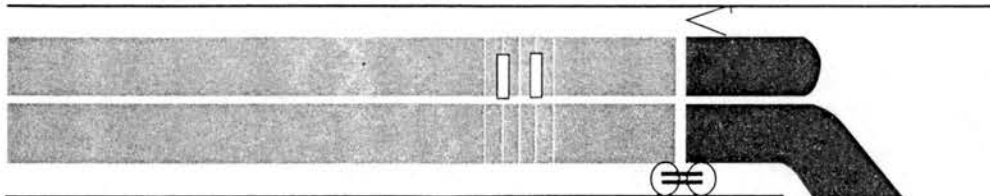
RESOLVED, That Ramsey County Regional Railroad Authority staff is authorized to issue the request for proposals.

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

6560 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: Request for proposals for Union Depot environmental, engineering and financial work

Date: August 11, 2006

Staff is requesting authorization to issue a request for proposals (RFP) for Union Depot environmental, engineering and financial work. A copy of the RFP is attached. The disadvantaged business enterprise (DBE) goal for this work, set by the Metropolitan Council, is 17%. The RFP has been reviewed by FIND, LOCATE's subcommittee.

The proposed consultant contract for this Union Depot work will be funded with a combination of federal funds (80%) and state bonding funds (20%). Both the federal and state grants for this consultant work will be administered by the Metropolitan Council. The state grant agreement is being prepared at this time by the Metropolitan Council and will be submitted to you for your approval this fall.

We are requesting authorization to issue the request for proposals (RFP). The availability of the RFP will be advertised in national and state publications, circulated to consultants, and advertised to the Metropolitan Council's DBE vendors. FIND will review proposals and recommend to the Ramsey County Regional Railroad Authority the firm to be awarded the contract. Both the recommendation and the proposed contract will be acted upon by Ramsey County Regional Railroad Authority.

Recommendation:

Consider the resolution attached which authorizes staff to circulate the RFP for Union Depot work.

REQUEST FOR PROPOSALS (RFP)
**SAINT PAUL UNION DEPOT MULTIMODAL TRANSIT TERMINAL
ENVIRONMENTAL ASSESSMENT AND CONCEPTUAL ENGINEERING
SERVICES (DEPOT EA/CE)**

August 22, 2006

I. Project Information

Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from qualified firms or teams for environmental and conceptual engineering services associated with development of the Saint Paul Union Depot (Depot) Multimodal Transit Terminal project. The selected firm or team (CONSULTANT) will work closely with RCRRA, the RCRRA Program Coordinator, local and regional interests, as well as the sponsoring federal agency in developing the necessary information to guide development of the project.

RCRRA is anticipating receipt of SAFETEA-LU Section 1301, Projects of National and Regional Significance grant funds for acquisition of the Depot. These funds are administered by FHWA. Information on the funding program is available at:
http://www.ops.fhwa.dot.gov/freight/safetea_lu/1301_pnrns_guide.htm.

The Depot EA/CE is funded from FTA section 5309 funds, in part.

See **Attachment C** for a list of acronyms.

The disadvantaged business enterprise (DBE) goal for this project is 17% percent.

Each team must contain a prime proposing firm with an identified person as a single point of responsibility. The prime proposer must self-perform at least 51% of the work of the team.

A. Project Definition

Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from qualified firms to carry out an Environmental Assessment and Conceptual Engineering (EA/CE) study (the project) as the first step in realizing the metropolitan area's desire to develop a multimodal transit terminal at the Union Depot in downtown Saint Paul, Minnesota.

The selected CONSULTANT will work with RCRRA, the Program Coordinator, and other project coordinating committees to develop the Phase I EA/CE in advance of returning the Depot to public transit services, including Amtrak, intercity bus, Central Corridor Light Rail, and Metro Transit bus (known as Phase I). Future phases will include the addition of Commuter Rail and intercity high speed rail service. This EA/CE addresses Phase I only and does not address future phases. The transit and rail passenger services mentioned will each be evaluated within the context of their own planning and development studies. This Depot EA/CE is specifically related to development of the Depot itself and not the implementation of the expected transit and passenger rail services.

CONSULTANT will be responsible for developing the necessary information, and documenting findings in accordance with project deliverables included in the following technical elements of the project:

- Project Management and Coordination
- Environmental Assessment
- Conceptual Engineering
- Financial Analysis

B. Project Limits

The project site, shown in Attachment A, is roughly bounded by Kellogg Boulevard on the north, Sibley Street on the west, and the Canadian Pacific/Union Pacific railroads on the south and east.

C. Background

RCRRA is an agency that supports transit in Ramsey County and the Twin Cities metropolitan area, by managing major transit projects.

In 2002, the RCCRA formed a group of stakeholders called LOCATE Task Force, which is comprised of business and civic leaders. The initial purpose of this group was to discuss siting a potential multimodal transit terminal in downtown Saint Paul, Minnesota. FIND, a subcommittee of LOCATE, evaluated locations for a downtown Saint Paul terminal and assessed which modes of transportation might be suitable for the facility which were consistent with the adopted long range plans of the Metropolitan Council and Minnesota Department of Transportation. LOCATE recommended and RCRRA endorsed the Union Depot in Saint Paul as the preferred location for the multimodal transit terminal.

Completed in 1923, the Union Depot (Depot) provided passenger and freight railroad services for both the Twin Cities and the State of Minnesota. The Depot is located in the heart of the capital city, Saint Paul, as well as in a busy downtown area. The Union Depot area was confirmed as the best site for a multimodal facility.

In early 2006 RCRRA contracted with DMJM Harris, Inc. to provide Program Coordinator services to assist in definition and development of the multimodal transit terminal.

D. Project Information Contact

Proposers may not contact department staff, elected officials, or members of LOCATE or FIND directly. Noncompliance will disqualify the Proposer. All questions related to the specific project requirements must be submitted in writing by 4:00 PM on September 12, 2006 to:

Susan Feuerherm
Division of Contract and Analysis Services
280 City Hall/Court House Bldg.
15 West Kellogg Blvd.
St. Paul, MN 55102

Questions may be submitted via facsimile at (651) 266-8919, or e-mailed to: susan.feuerherm@ci.stpaul.mn.us.

Proposers must comply with the provisions of the County's *Evaluation of Proposals: Rules and Guidelines*, attached hereto and made part of this RFP as **Appendix A**. Contract General Terms and Conditions are attached as **Appendix B**.

II. Scope of Services

A. General

1. Project and Governance Structure

The Saint Paul Union Depot (Depot) Multimodal Transit Terminal EA/CE contract will be administered by the Ramsey County Regional Railroad Authority (RCRRA). The CONSULTANT will report to the RCRRA Program Coordinator and coordinate with established project committees and groups as appropriate. RCRRA has contracted with a Program Coordinator, and the CONSULTANT, at RCRRA's direction, may report directly to the Program Coordinator as required to ensure timely and accurate project deliverables.

2. Consultant Administration

While RCRRA retains responsibility for overall contract and CONSULTANT administration, the CONSULTANT is required to acknowledge the following Program Coordinator responsibilities:

- Preparation of project requests for proposals for consultant services for the project implementation, to include arrangement of the evaluation process, and making recommendations to the RCRRA Director, FIND, LOCATE, and RCRRA on recommended CONSULTANTS.
- Evaluation of proposals and bids for planning, design, and construction or remodeling and making recommendations for contract awards to RCRRA, the RCRRA Director, FIND, and LOCATE.
- Providing oversight of CONSULTANT contracts for project development.
- Managing project budgets, reviewing CONSULTANT work products and coordinating meetings to provide CONSULTANT with direction on their work.

3. Property Acquisition

Procurement services associated with the acquisition of the Union Depot Concourse and any adjacent properties are not a part of this procurement. Proposals should assume a negotiated agreement is in place, or near finalization, to acquire the needed properties to fully develop the Union Depot Multimodal Transit Terminal.

4. Railroad Coordination

While the RCRRA retains the responsibility for overall coordination and contact with the railroads adjacent to the site, it is recognized that the CONSULTANT will require certain information from the railroads in order to properly complete certain of the Conceptual Engineering tasks. All briefing of the railroads, requests for information from the railroads, and contact with the railroads will be done with the full knowledge and active participation of the RCRRA.

5. Conflict of Interest

The Metropolitan Council is expected to issue a Request For Proposals (RFP) and enter into a contract for Preliminary Engineering Services for the Central Corridor Light Rail Transit (CCLRT) Project in the near future. It is possible that the CCLRT line will use the Depot as its terminus in downtown St. Paul.

It is understood that prospective consultants for the Depot project (Proposers) may also submit proposals to the Metropolitan Council for the CCLRT Preliminary Engineering Project. In order to insure independent consideration of the Depot Project, Proposers must include in their proposals a narrative description of the organizational and administrative procedures and policies which they will implement to assure the RCRRA that the Depot Project will be considered on its own merits.

At a minimum, the selected Consultant will be required to have in place policies and procedures which will insure that personnel assigned to the Depot Project will not directly or indirectly be supervised by or accountable to personnel working on the CCLRT Preliminary Engineering Project. Confidential information provided to the selected Consultant by the RCRRA, its officers, employees, agents or other Consultants, or otherwise developed by the selected Consultant, will not be revealed to personnel working on the CCLRT Preliminary Engineering Project. Any conflicts between the recommendations of the selected Consultant for the Depot Project and personnel of the selected Consultant working on the CCLRT Preliminary Engineering Project shall be brought to the attention of the RCRRA Director and CCLRT Project Manager for resolution. The selected Consultant's proposal required by this Section II A. 5 shall be incorporated into and become a part of any contract entered into between the RCRRA and the consultant as if fully set forth therein.

B. Technical Elements

1. EA/CE Project Management and Coordination

a). General

The Project Management and Coordination technical element provides the framework for the CONSULTANT to administer the EA/CE project and establish the context for project communication and coordination. Tasks include Project Scoping, Project Management and Administration, Quality Assurance/Quality Control, and Project Coordination.

Regulatory Requirements

None

b). Tasks and Deliverables

Task 1: Project Scoping. Upon receipt of Notice to Proceed, CONSULTANT will initiate refinement of project scope, detailed schedule, and budget in

accordance with resolved contract negotiations; to include all negotiated deliverables, outreach activities, stakeholder coordination, and task activities.

Deliverables:

- Draft and Final Project Scope, Schedule and Budget

Task 2: Project Management and Administration. To ensure mutual understanding of project management requirements, the CONSULTANT will prepare a project Management Plan specific to the EA/CE project documenting commitments to monthly project management team progress meetings, development and distribution of meeting (management and other outreach meetings) minutes, and invoicing format and submittal schedule. The CONSULTANT will be required to submit monthly progress reports along with invoices documenting progress achieved, projected future activities, identified project issues that could impact schedule and budget, and proposed resolution of identified project issues. Within one week following all project management and stakeholder meetings the CONSULTANT will draft and distribute meeting minutes for RCRRA and meeting participant review and clarification. Meeting agendas will be prepared by the CONSULTANT at least one week prior to every management or stakeholder meeting for RCRRA review and approval.

Deliverables:

- Project Management Plan

Task 3: Quality Assurance/Quality Control. Conceptual Design documents generated under this contract will form the basis for follow-on preliminary engineering, final design and construction contracts, and eventual construction of new transportation infrastructure. Defects introduced during the conceptual design phase will be reviewed as part of the preliminary engineering phase, but could, if not addressed early enough in the project, add to RCRRA's cost through possible rework, schedule impacts, change orders, etc. Therefore, it is imperative that RCRRA's CONSULTANT implement robust QA/QC programs. To that end, within 30 days of Notice to Proceed, the CONSULTANT shall develop and submit a comprehensive Quality Management Plan (QMP) covering all QA/QC activities which will be implemented for work on this contract. The QMP shall comply with the criteria found in the international quality standard ANSI/ISO 9001-2000, Quality Management Systems – Requirements. Registration to this standard by an accredited registrar is desired, but not required. If applicable, submit proof of registration with the QMP. RCRRA reserves the right to require changes to the QMP prior to issuing approval of the document. During the Conceptual Engineering phase, the primary purposes of this program are to provide RCRRA with verification that:

- All environmental and design attributes meet established industry or agency standards and comply with all applicable jurisdictional codes and requirements.
- Multi-disciplinary data acquisition and design efforts are coordinated and addressed.
- Design is sufficiently complete to produce a reliable cost estimate for the purposes of project funding and supporting the assessments in the Environmental Assessment.

In addition to the criteria found in ANSI/ISO 9001-2000, the QMP should include:

- Brief description of the Project and the Project Goals;
- Project Scope of Work;
- Project Team Organization Chart;
- The names of the Project Manager, Quality Assurance Manager, and each major discipline Task Manager;
- One major point of contact from the CONSULTANT who will be responsible for coordination between with RCRRA for each major phase of the project;
- The responsibilities of the Project Manager, Quality Assurance Manager, and each Task Manager;
- A contact list for the CONSULTANT team, RCRRA personnel assigned to the project, and agency contacts;
- A detailed account of the filing system to be used for the project;
- Detailed procedures for plan checking, working with electronic design files, and computer file maintenance; and
- Acknowledgement of RCRRA's billing procedures and requirements.

Deliverables:

- Project Quality Management Plan

Task 4: Project Coordination. A Project Management Team (PMT) will be formed and comprised of representatives of RCRRA, the Program Coordinator, LOCATE, and FIND. The PMT will meet with the CONSULTANT monthly providing direction and oversight of project progress. RCRRA will function as the contracting agency and will be responsible for project administration with regard to contracts, invoicing, payment, and review of progress reports and deliverables by the CONSULTANT. The Program Coordinator will provide daily supervision of the CONSULTANT and is responsible for work product oversight. The CONSULTANT will be responsible for making presentations to LOCATE and FIND (a sub-committee of LOCATE) at appropriate milestones throughout the project.

- LOCATE and FIND will provide regional and technical review of the work being performed and will advise RCRRA on approach and coordination. The CONSULTANT will be responsible for preparing, delivering, and documenting presentations to these groups and others as directed by the PMT. Proposals should assume monthly LOCATE and/or FIND presentations or meetings throughout the term of the project for schedule and budget estimation.

Deliverables:

- Project Coordination Plan
- Preparation and distribution of meeting minutes

2. Environmental Assessment

a). General

The CONSULTANT will provide professional and technical staff and capabilities needed to manage, develop and complete an Environmental Assessment (EA) to support the re-use and development of the Saint Paul Union Depot (Depot) Multimodal Transit Terminal redevelopment project. Proposers are encouraged to elaborate on their expectations for the project as well as the requirements and

activities necessary within each of the environmental tasks outlined below in their response to this Request for Proposal.

In addition to the necessary federal NEPA documentation, the CONSULTANT will prepare all work products for compatibility with the Minnesota Environmental Quality Board requirements. Proposers are further notified that in the event it is determined that an Environmental Impact Statement is required to address potential significant impacts of the project a scope amendment will be negotiated through RCRRA.

b). Regulatory Requirements

All activities associated with the environmental evaluations and documentation shall be conducted in accordance with all federal, state, and local requirements. These requirements include, but may not be limited to the following (all environmental work shall satisfy NEPA requirements, including copies to appropriate parties, hearings, preparation and distribution for an EA):

- National Environmental Policy Act (NEPA);
- Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) guidelines contained in 23 CFR Part 771 "Environmental impact and Related Procedures;"
- Section 6002, SAFETEA-LU Environmental Review Process Proposed Guidance from FTA and FHWA for Implementing Key Provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU);
- Section 4(f) of the Department of Transportation Act of 1966 (Parklands);
- Section 106 of the Historic Preservation Act of 1966 (Historic Resources);
- Section 6(f) of the Land and Water Conservation Fund Act;
- Compliance with the EPA Clean Air Act provisions (Air Quality);
- Section 404 of the Clean Water Act and Executive Order 11990 (Wetlands/Floodplains);
- Executive Order 12898 and Title VI of the 1964 Civil Rights Act (Environmental Justice);
- Guidance documents from the Council on Environmental Quality (CEQ), FHWA, FTA, Minnesota Environmental Quality Board, and Mn/DOT;
- Any remaining applicable federal, state, and local environmental laws, regulations and guidance not documented here.

c). Tasks and Deliverables

The following tasks comprise the basic requirements for successful completion of the project EA. Proposals should address these tasks specifically, but may offer alternative solutions and/or approaches.

Task 1: Project Scoping. The CONSULTANT should describe the proposed approach to address the following:

- Project Management and coordination, inclusive of level of effort, schedule, key deliverables, project controls, risk management, and quality control/quality assurance consistent with element 1: Project Management and Coordination.
- Scope of services refinement.

- Inter-agency coordination framework, including agency roles and responsibilities.
- Environmental issues prioritization.
- Data collection plan identifying available sources to be used as the basis for existing conditions, and identifying data gaps and providing recommendations as to how to overcome those gaps, as well as any key assumptions regarding data availability.
- Confirmation of the overall NEPA strategy, including the Project Class of Action and applicable streamlining opportunities.
- Refined project schedule, developed in accordance with the agency coordination requirements of SAFETEA-LU 6002.
- Note that all public involvement activities will be coordinated through RCRRA staff.

These activities should be developed to focus the future work effort in an efficient and streamlined manner. The CONSULTANT should identify special features of the proposed approach to project scoping that are innovative with respect to environmental stewardship and streamlining, and resolution of critical issues. Assumptions regarding the number of meetings with all involved agencies and the public, as well as meetings with project sponsors, should be clearly stated.

Deliverables (For all the deliverables listed under this task, it is assumed that two drafts and one final version will be prepared):

- Agency and public meetings
- Project summary document distributed in advance of meetings
- Database of comments received during scoping process and meetings
- Memo on Class of Action coordination and determination
- Agency coordination framework
- Data collection plan

Task 2: Statement of Purpose and Need. The CONSULTANT should describe the activities and coordination necessary to support and develop a statement of purpose and need that meets federal requirements (including SAFETEA-LU 6002), is technically defensible and is readily understandable by the general public. The final Purpose and Need statement should be developed in a format that can be incorporated into the EA, and shall include at a minimum:

- Project area setting and limits;
- Proposed action;
- Purpose of the action;
- History of the area;
- Relationship to other plans and pertinent goals for the study area;
- Relationship to the existing and future transportation system; and
- Analysis of future travel demand and transit ridership.

Deliverables:

- NEPA document draft Purpose and Need chapter for internal review,
- NEPA document draft Purpose and Need chapter for inter-agency review; and
- NEPA document final Purpose and Need chapter for incorporation into the EA.

Task 3: No Action Alternative. The CONSULTANT will assist in the definition of the No Action Alternative for the project, and develop a written and graphical representation of the No Action Alternative for inclusion in the EA. The No Action Alternative should be developed in sufficient detail to enable evaluation of potential environmental consequences in the EA. The No Action Alternative will generally include all transportation-related projects realistically anticipated to be in place by the design year of the Depot. Consequently, close coordination with transportation planning agencies including the Metropolitan Council, Mn/DOT, the City of Saint Paul, and the RCRRA will be necessary to insure that all appropriate projects are included. The No Action Alternative typically includes all transportation improvements identified in the long-range plan for the regional MPO, but this information should be supplemented with other projects that are planned at the local level. CONSULTANT must address the agency and public coordination requirements for the development of alternatives under SAFETEA-LU 6002.

Deliverables:

- Draft technical memorandum for definition of the No Action Alternative
- Final technical memorandum for definition of the No Action Alternative
- Draft text and graphic summary of the No Action Alternative for inclusion into the EA
- Final text and graphic summary of the No Action Alternative for inclusion into the EA

Task 4: Build Alternatives. The CONSULTANT will assist in the definition of up to four Build Alternative(s) for the project, and develop a written and graphical representation of the Build Alternatives for inclusion in the EA. The Build Alternatives should be developed in sufficient detail to enable evaluation of potential environmental consequences in the EA. CONSULTANT must address the agency and public coordination requirements for the development of alternatives under SAFETEA-LU 6002. To the extent feasible and appropriate, the development of the Build Alternatives should make use of previous feasibility reports available for download at <http://www.co.ramsey.mn.us/rail/UnionDepot.asp>.

Deliverables:

- Draft technical memorandum for definition of the Build Alternative(s)
- Final technical memorandum for definition of the Build Alternative(s)
- Draft text and graphic summary of the Build Alternative(s) for inclusion into the EA
- Final text and graphic summary of the Build Alternative(s) for inclusion into the EA

Task 5: Existing Conditions. The CONSULTANT will conduct the work under this task to establish existing conditions in accordance with the Data Collection Plan developed under Task 1. The existing conditions of the project area shall be documented in a format suitable for inclusion in the EA.

The intensity of data collection efforts for any particular resource shall be based on the critical resources identified as part of the project scoping process. Existing resources to be described in the NEPA document include, but are not necessarily limited to the following:

- | | |
|--|--|
| ▪ Land use, demographics, and economic activity | ▪ Transportation |
| ▪ Socioeconomic conditions | ▪ Air quality |
| ▪ Communities and neighborhoods | ▪ Noise and vibration |
| ▪ Environmental justice and Title VI | ▪ Ecosystems |
| ▪ Visual/urban design/landscaping and aesthetics | ▪ Threatened and endangered species |
| ▪ Historic and archaeological resources | ▪ Prime and unique farmlands |
| ▪ Parklands | ▪ Floodplains |
| ▪ Section 4(f)/6(f) lands | ▪ Water quality and wetlands |
| | ▪ Contaminated and hazardous materials |
| | ▪ Utilities |
| | ▪ Public safety and security |
| | ▪ Right-of-way |
| | ▪ Secondary and cumulative effects |
| | ▪ Construction related impacts |

Deliverables:

- Draft existing conditions chapter of the EA for internal review
- Draft existing conditions chapter of the EA for inter-agency review
- Final existing conditions chapter for incorporation into the EA

Task 6: Evaluation Criteria. Criteria to be used in the evaluation of potential project alternatives will be developed and recommended by the CONSULTANT. The criteria shall be based on the identification of critical resource issues as developed through the agency and public coordination and initial data collection efforts. It is anticipated that a set of the most critical resource topics will be transformed into criteria to evaluate alternatives based on their satisfaction of project goals and objectives.

Environmental criteria will be combined with other criteria (e.g., system connectivity, transportation congestion, financial) in order to perform a complete evaluation of all potential build alternatives. Documentation of alternatives considered, but not carried forward will be provided in the NEPA document along with a complete description of the No Action Alternative and the Preferred Alternative.

Deliverables:

- Draft Technical Memorandum for evaluation criteria for internal review
- Draft Technical Memorandum for evaluation criteria for inter-agency review
- Final Technical Memorandum for evaluation criteria

Task 7: Screening and Evaluation of Alternatives. Based on the evaluation criteria described above, each of the various alternative land use and transportation scenarios shall be evaluated with respect to environmental and other factors and a preliminary environmental analysis shall be carried out. The CONSULTANT should provide recommendations on the number of illustrative

plans, each depicting different land use and transportation solutions to be evaluated in this task.

Deliverables:

- Draft Technical memorandum for the results of alternatives screening analysis for internal review
- Draft Technical memorandum for the results of alternatives screening analysis for inter-agency review
- Final Technical memorandum for the results of alternatives screening analysis

Task 8: Impact Assessment of the Build and No Action Alternatives. The EA must be performed to address specific impacts associated with the potential Build Alternatives for the Depot in comparison to the No Action Alternative.

Following is a summary of the environmental assessment categories anticipated to be required for the EA. For each of these areas, the CONSULTANT will develop an impact assessment methodology and coordinate this methodology as required under SAFETEA-LU Section 6002, and is responsible for identifying and assisting in all coordination requirements to address applicable federal, state, and local laws and regulations affecting each resource area. Results of these resource area evaluations shall be incorporated into the EA document along with any necessary mitigation measures identified through the coordination and evaluation process.

- *Land Use, Zoning, Demographics, Socioeconomic, and Economic Activity:* Topics of study shall include but are not limited to population and housing growth; employment; displacements; tourism; the community tax base; land use patterns; planned development; consistency with local and regional plans, compliance with local zoning ordinances, and effects on community facilities and services. Specific project elements that might enhance the relationship between the surrounding land use and the use of the transit facilities and joint development opportunities should also be evaluated through coordination with the Metropolitan Council, RCRRA, local and community planning groups, and local governmental agencies.

Land use and socioeconomic impacts shall be assessed on two levels –the community and site-specific. Employment impact evaluations will assess the long-term and short-term, construction-related effects of the project on the local economy. Short-term effects will address both direct and secondary economic benefits.

- *Communities and Neighborhoods:* The continued integrity of communities and neighborhoods surrounding the project area shall be evaluated based on the potential for direct physical impacts and more indirect effects associated with increased transportation options and the potential for traffic congestion. Analysis of the potential for effects should be conducted in accordance with the Community Impact Assessment methodology developed for USDOT projects.

- *Environmental Justice and Title VI:* Information regarding the location of minority and low-income populations within the project area shall be analyzed to determine if Environmental Justice or Title VI impacts potentially could be associated with the project alternatives. The analysis shall be conducted in accordance with CEQ, EPA, and USDOT guidelines for Environmental Justice and Title VI evaluations.
- *Visual/Urban Design/Landscaping and Aesthetics:* Alternatives will be assessed with regard to aesthetics and visual quality. The analysis shall evaluate the extent to which the project fits in with the surrounding visual context. The CONSULTANT should propose an appropriate methodology tailored to meet project issues.
- *Historic and Archaeological Resources:* Historic and archaeological resources will be evaluated under a separate contract and should not be part of the CONSULTANT'S level of effort. Coordination will be required between the CONSULTANT and the Cultural Resources team in order to address Section 4(f) requirements relative to cultural resources, which will be the responsibility of the CONSULTANT. CONSULTANT will be responsible for providing information needed to foster consideration of the de minimus provisions of Section 4(f) as applicable. Information provided by the Cultural Resources team to comply with Section 106 will be summarized in the NEPA document by the CONSULTANT.
- *Parklands, Section 4(f), Section 6(f) Lands:* The use of resources protected under Section 4(f), including the Depot will be addressed by the CONSULTANT, including 4(f) analysis, documentation requirements and mitigation measures developed to avoid the proposed use and demonstrate that the project has incorporated all possible planning measures to minimize harm. CONSULTANT will be responsible for providing information needed to foster consideration of the de minimus provisions of Section 4(f) as applicable. Section 6(f) lands in the project area shall be identified and analyzed for potential impact.
- *Transportation and Traffic:* Transportation and traffic impacts shall be assessed for the No Action and Build Alternatives. This assessment shall be coordinated with Mn/DOT, the Metropolitan Council, Ramsey County, and the City of Saint Paul and will use the most current regional travel demand model to support the analysis. Analysis of transportation impacts associated with the alternatives will be provided by the CONSULTANT and documented in the EA.

In addition to assessing general traffic impacts and the potential for transit ridership, a system safety analysis shall be performed. This analysis will describe any impacts to transportation safety and avoidance and mitigation measures to reduce impacts. The alternatives analysis shall include all transit-related development proposed in the project area, including station platforms and park-and-ride facilities, connecting transportation systems, and transit-oriented development precipitated by any alternative. Mobility improvements will be developed for each detailed alternative.

- *Air Quality:* The air quality analysis performed for this project shall include characterization of existing air quality based upon published air data and evaluation of the potential for future violations of the State and National Ambient Air Quality Standards. Intersection Levels of Service shall be used to determine the need for Carbon Monoxide (CO) Hot Spot Analysis and the effort shall be coordinated with Mn/DOT. The CO Hot Spot Analysis shall be based on a year 2030 traffic analysis to determine if any transportation facility reaches level-of-service "D" or worse.
- *Noise and Vibration:* Noise and vibration studies required for this project shall be performed to evaluate existing and future noise levels at sensitive receptors adjacent to project facilities. The noise and vibration studies will include the collection of ambient noise and vibration measurements at sensitive receptor locations and modeling of future noise based on proposed activities. USDOT FTA guidance and FHWA regulations (as appropriate for vehicular and transit traffic) shall be used in order to determine the potential for future impacts and potential mitigation strategies.
- *Ecosystems/Threatened and Endangered Species:* Research and field investigations shall be utilized, as appropriate, to collect data on dominant vegetation types and ecosystems within the project area. Coordination with the U.S. Fish and Wildlife Service (USFWS) and other relevant federal and state agencies will be undertaken to determine the possible occurrence and likely locations of Federal and State listed endangered or threatened species habitats. If endangered or threatened species or significant habitats are found to occur, mitigating measures such as the timing of construction or other mechanisms as identified through agency coordination shall be incorporated into the project construction plans.
- *Prime and Unique Farmlands:* The CONSULTANT shall provide farmland evaluations in accordance with U.S. Natural Resource Conservation Service requirements.
- *Floodplains/Surface and Groundwater/Soils:* Floodplain analyses shall be based upon hydrologic and hydraulic analysis performed for adjacent projects and/or Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs) and studies for the project area.

Water quantity, quality, and aquatic resource evaluations shall involve historic background data tabulation and field investigations, as necessary. Evaluation of water quality impacts shall include an assessment of potential violations of water quality standards, physical impacts to aquatic systems, and potential impacts to aquatic biota as appropriate.

- *Wetlands:* Presence of wetland resources and potential impacts to wetlands will be assessed in accordance with applicable federal state and local laws including Section 404 of the Clean Water Act.

- *Hazardous Materials:* A Phase I Environmental Site Assessment shall be conducted to determine the potential presence of hazardous materials in the project area. A technical report shall be prepared listing all known or potential hazardous materials sites in the project area and coordination shall be conducted to develop avoidance or mitigation plans.
- *Utilities:* Utilities present within the project area shall be identified and coordination with utility owners shall be initiated. The locations of utilities will be mapped and this information will be used to determine the need for utility relocations.
- *Public Safety and Security:* The No Action and Build Alternatives will be evaluated to determine the potential effect on public safety and security. In addition to RCRRA security impacts, evaluation of the impact regarding medical emergencies, accidents, police, and fire resources shall be provided.
- *Right-of-Way:* Impacts to right-of-way shall be evaluated including the need for right-of-way acquisition and the potential for property relocations. Information from this assessment shall be used in developing cost estimates and determining the need for relocation assistance.
- *Secondary and Cumulative Effects:* The potential for the No Action and Build alternatives to spur secondary development or result in cumulative effects in the project area shall be evaluated. The analysis of secondary and cumulative effects shall be conducted in accordance with guidance from the EPA.
- *Construction Related Impacts:* Short-term impacts associated with construction activities will be evaluated for all applicable resource types. Though often temporary in nature, construction impacts must be documented in the EA and mitigation measures for unacceptable impacts shall be identified for further analysis and implementation prior to, or during, construction.

Deliverables:

- Draft Impact Assessment Methodologies
- Final Impact Assessment Methodologies
- Draft Impact summaries
- Final Impact Summaries

Task 9: Prepare and Finalize the EA. Following completion of the analysis of the No Action and Build Alternatives, a draft of the appropriate NEPA document will be prepared. At a minimum, the document will include the following chapters:

- Executive Summary;
- Purpose and Need;
- Alternatives Considered;
- Environmental Consequences;
- Section 4(f) Evaluation;
- Comments and Coordination; and
- Supporting Appendices.

The complete draft document will undergo two rounds of revision prior to public circulation. The EA will incorporate final versions of chapters developed under previous tasks. Comments on the draft document will be provided in writing and the CONSULTANT shall make all necessary edits to the draft document.

Deliverables:

- Draft EA for internal review
- Draft EA for Inter-agency review
- Final EA for public distribution

Task 10: EA Publication and Review. The NEPA document and its various appendices will be distributed for review to appropriate agencies, stakeholders, and the general public. A Notice of Availability (or other appropriate notification) shall be provided to inform the public of the document and comment period and to identify information on the public hearing process. All participants in the environmental scoping process, coordinating agencies, and other interested parties shall be furnished with a copy of the EA. The CONSULTANT should provide an indication of the anticipated number of EA documents to be distributed based on experience with similar projects.

Deliverables:

- Bulk printing of the EA
- Draft Notice of Availability for internal review
- Draft Notice of Availability for inter-agency review
- Final Notice of Availability for publication

Task 11: Agency Review and Public Hearing Process. A series of public meetings shall be held in the study area to make certain that all interested stakeholders, organizations, and individuals have an opportunity to comment on the EA document and the project in general. At least one public hearing shall be held to provide a formal mechanism to receive comments from agencies, groups, and individuals on the NEPA document. CONSULTANTS are encouraged to elaborate on this process based on their experience with similar projects and public review periods.

Deliverables:

- Draft public hearing materials for internal review
- Draft public hearing materials for inter-agency review
- Final public hearing materials for public distribution

Task 12: EA Revision and Preparation of NEPA Environmental Finding. THE CONSULTANT will revise the EA as necessary to respond to comments received during the public review period. In coordination with the RCRRA and the lead federal agency, the CONSULTANT shall support preparation of the draft and final versions of the final environmental findings on the EA.

Deliverables:

- Draft revised EA for internal review
- Draft revised EA for inter-agency review

- Final revised EA
- Draft EA finding for internal review
- Draft EA finding for inter-agency review
- Final EA finding for public distribution

3. *Conceptual Engineering*

a). General

The purpose of Conceptual Engineering is to achieve the level of design necessary to support the Environmental Assessment and Funding Plan. Conceptual Engineering will investigate existing conditions of the facility and advance designs to the point where accurate benefits, costs and impacts can be sufficiently determined to aid decision-makers in deciding whether to advance with current plans into preliminary and final design. The effort will generate capital cost estimates in accordance with FTA's standard cost categories and be sufficient to develop the Funding Plan within reasonable ranges of confidence.

b). Regulatory Requirements

Design protocols for Phase I Depot development will be established by the CONSULTANT based on established industry standards and specific design criteria available from Mn/DOT and Metro Transit. Proposals should state experience working on similar design efforts in the region and with Ramsey County, Metro Transit, and/or Mn/DOT.

c). Tasks and Deliverables

Task 1: Data Management and Coordination. Project related data, including but not limited to, engineering design, environmental, and agency coordination will be managed in a unified database suitable for distribution through hardcopy printing, interactive CD-ROM or through a collaborative website. This database should collect, store and redistribute coordinated data and information among project participants in a controlled and secure environment.

The system must be available to the project team during the project. The CONSULTANT must furnish a complete and integrated data set to RCRRA at the conclusion of the project.

Some data layers to be included in the database are listed below:

- | | |
|---|--|
| ▪ Aerial imagery; | ▪ Existing transportation infrastructure (adjacent to project study area): |
| ▪ Design drawings; | – Rail Lines |
| ▪ Wetlands; | – Roads |
| ▪ Floodway and floodplain boundaries; | – Trails/Bike Paths |
| ▪ Location of borings for geotechnical or environmental investigations; | – Light rail transit lines |
| | – Bus routes |
| | ▪ Existing utilities; |
| | ▪ Permits, plats, legal filings; |

- Technical reports;
- Design and planning alternatives;
- Meeting minutes;
- Project Calendar; and
- Public comments

Deliverables:

- Unified data management system

Task 2: Geotechnical Design. The CONSULTANT shall prepare a preliminary soils report based on historical information. The CONSULTANT shall prepare a preliminary soils report that addresses at a minimum:

- Classification
- Water Table
- Depth of bedrock
- Preliminary recommendations for structures and foundations

The CONSULTANT shall collect all pertinent soils information from other agencies such as Ramsey County, the City of Saint Paul, and from sources such as the Natural Resources Conservation Service and compile a brief report summarizing their findings.

Deliverables:

- Preliminary Soils Report

Task 3: Survey. The CONSULTANT shall provide surveying services as identified during the Conceptual Engineering phase of the project. The CONSULTANT will meet with the RCRRA project manager prior to initiating the survey to discuss method, standards, equipment, basis of bearing, and project coordinate basis and vertical datum. For the purposes of the proposal, proposers should assume detail will be needed to meet or exceed National Mapping Standard accuracy's for 1" = 50' mapping.

Deliverables:

- Digital Terrain Model (CDTM) with 1 foot contours prepared using Autodesk Land Development Desktop, existing topography, drainage structures and utilities (from utility locates by utility companies), vertical and horizontal contour points used to establish control, invert elevations for manholes and vaults, signs, a survey control diagram, and control for aerial photography. This information shall be provided in AutoCAD 2000 format.

Task 4: Aerial Photography. The CONSULTANT will obtain aerial photography for the purpose of preparing public displays of the alternatives, identifying environmentally sensitive areas and providing the basis for engineering studies.

A "mosaic" aerial photographic map will be developed to provide an overview of the study area. The map should include sufficient coverage to identify community accessibility and traffic circulation patterns on the adjacent road system, as well as access for alternative transit modes considered in the Environmental Assessment. Scale should be 1" = 100'.

For purposes of depicting how alternative typical sections and their design features would generally fit into the surroundings and access the facility, mapping should generally be suitable for showing any necessary adjustments of right-of-way lines, determining area of impact on geographic features such as historic structures, contaminated property, wetlands, or calculating distances between tracks and running ways and sites of activities sensitive to noise or vibration. Photographic enlargements at this scale with appropriate design details superimposed for each "short-listed" alternative shall be provided.

Deliverables:

- Aerial photographic map, rectified to ground controls, delivered in electronic TIFF file format.
- **Task 5: Right-of-way.** All activities shall be performed and documented by the CONSULTANT in accordance with Title 23 CFR. Early right-of-way (ROW) activities are underway by RCRRA to assemble the required parcels in the study area. ROW information produced for the project's engineering studies will require additional details that may also be used to supplement the early ROW information generated in support of the NEPA EA document.

Deliverables:

- Conceptual relocation statement
- Land use mapping
- Property ownership map(s)

Task 6: Hazardous Materials. The CONSULTANT shall analyze the information developed in all available and pertinent environmental investigations and reports to determine whether the environmental characterization of the study area is adequate or identify areas requiring further investigation. The CONSULTANT will also prepare a Phase I Environmental Site Assessment in accordance with all applicable ASTM standards.

The CONSULTANT shall detail construction impacts associated with the various passenger transportation modes proposed to service the facility relating to environmental issues including: solid waste generation and disposal (hazardous and non-hazardous waste); construction dewatering and treatment, determination of anticipated permits for construction; and any issues relating to the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Clean Air Act (CAA), the Clean Water Act (CWA), the Toxic Substances Control Act (TSCA) and the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA).

Deliverables:

- Phase I Environmental Assessment

Task 7: Structures Evaluation and Design. Based on the findings of the EA and other studies conducted for the facility, the CONSULTANT will evaluate all existing structures (including buildings, the extensive track-level railroad deck, and other above- and below-grade structures), and identify all proposed new

structures. All proposed structures will have a selection report prepared indicating the general requirements for the structure, which will include:

- Space requirements
- Access
- Uses
- Utility needs and locations, including sewer, water, power, and communications
- Material type and availability
- Site map showing relationship with other structures
- Cost
- Land requirements
- Foundation type
- Aesthetics
- Geotechnical factors
- Type of fabrication and fabrication schedule
- Constructability

Deliverables:

- Structure Evaluation and Selection Report

Task 8: Traffic Analysis. The CONSULTANT will identify impacts of the various passenger transportation services identified to utilize the facility, regarding bus and rail transit service, street, and highway circulation and bicycle and pedestrian facilities. The transportation networks to be used include both opening day (2015) and 2030 conditions. A Transportation System Management forecast shall also be conducted for the year 2030. The CONSULTANT will also detail proposed transportation mitigation measures. The CONSULTANT will be required to provide travel demand forecasts consistent with Metro Council and Metro Transit forecasting models and methodologies.

The CONSULTANT will use the travel demand forecasting output to extract, analyze, and evaluate for impacts on transit/roadway travel times and demand. The CONSULTANT will also use this model output information to assess impacts and mitigation measures on regional and corridor traffic volumes to the extent appropriate. The CONSULTANT will also assess impacts to streets adjacent to the Depot, including Level of Service (LOS) analysis.

Deliverables:

- Traffic Analysis Report

Task 9: Safety and Security Design Requirements. System and facility design will address elements according to the requirements of applicable local area standards and best management practices. Standards, specifications, regulations, design handbooks, safety design checklists, and other sources of design guidance will be reviewed for pertinent safety design requirements applicable to the system. The design will establish criteria derived from all applicable information.

Deliverables:

- Safety and Security Design Requirements Report

Task 10: Civil Design.

- *Drainage Engineering:* The Drainage Engineering area includes analysis and conceptual design of stormwater drainage facilities for the entire area of proposed development, including roadway and rail facilities. The CONSULTANT will perform conceptual hydrologic and hydraulic analyses necessary to complete a conceptual drainage design for the project study area. Drainage facilities will be compatible with and shall not adversely affect adjacent upstream and downstream properties and shall protect public and private facilities for the appropriate design storms.
- *Drainage Investigation:* The CONSULTANT shall acquire drainage studies and reports that have been completed or are in the process of completion for all areas contributing drainage to or in the area. This data collection activity should include collecting historical data, Flood Insurance Studies, Drainageway Master Plans, Flood Hazard Area Delineation Studies, Flood Insurance Rate Maps, map revision documents, and other maps, reports, and previous drainage studies conducted for other projects in the proximity of the study area. Collect data from sources from all applicable agencies including but not restricted to Urban Drainage and Flood Control District (UDFCD), Army Corps of Engineers, City of Saint Paul, and Federal Emergency Management Agency.
- *Hydrological Engineering:* The CONSULTANT will prepare a conceptual hydrological basin analysis for the study area for the major and minor storm frequencies using modeling methods approved by UDFCD and the City of Saint Paul. Make use, in the analysis, of all relevant information as identified above.
- *Drainage Plans:* The Preliminary Drainage Plans will include but not be limited to the following the location of all existing major drainage facilities (including storm sewer and open channels), the location of the 100-year floodplain boundary, and existing contours. Conceptual Plan and profile drawings for all proposed drainage improvements indicating size and location of pipes and structures 24" and larger. Identify inlet locations and outfall structures and locations. Identify connection to existing systems. Provide hydraulic grade lines (HGL) for the major storm event. Identify on the conceptual design plan locations where major storm facilities will cross water, sanitary sewer, fiber optic, irrigation, or other fixed utility lines. Identify each location where the proposed track alignment will cross storm sewer facilities. Identify roadway drainage requirements and locations and preliminary sizing for water quality and detention facilities if appropriate.
- *Grading / Cross Sections:* The CONSULTANT will prepare conceptual profiles and cross-sections for the area which includes all track and running way alignments, roadways, and bicycle and pedestrian paths proposed for the site. The CONSULTANT shall prepare conceptual grading plans for the facility site, including preliminary topography and toe of slope, as appropriate. The CONSULTANT will prepare conceptual earthwork estimates based on conceptual grading plans for the site, and will submit conceptual grading plans at the 15 percent conceptual engineering design milestone. The

CONSULTANT shall submit conceptual earthwork calculations at the 15 percent engineering design milestone.

- *Utilities:* The CONSULTANT will identify all major existing and proposed utilities within and immediately adjacent to the site. The CONSULTANT will identify the location of possible utility conflicts or improvements required as a result of development. The CONSULTANT will complete a conceptual design for all sanitary sewer and water lines and shall identify existing lines available for service connections where required. The CONSULTANT will identify required improvements to existing gas, power, and communications utilities and identify the agencies or utility companies responsible for constructing those utilities. In doing this, the CONSULTANT will reference the standards and criteria of local utility jurisdictions and/or districts.

The CONSULTANT will prepare an Existing Utility Map for use during the engineering phase. The Map will show the horizontal and vertical locations of all existing utilities (including but not limited to storm and sanitary sewer, water, irrigation, fiber optic, electric, gas, telephone, and cable TV, rail transit duct bank, traffic control lines, former railroad facilities, and steam lines) and all known or recorded utility easements. The map shall be based upon survey information and available maps.

The CONSULTANT shall prepare conceptual plans showing the location of all existing utilities and all known utility easements. The plans will include locations of proposed utilities and proposed easements in plan view. This will include any specific requirements for vertical and horizontal location of proposed utilities. The CONSULTANT shall research and obtain copies of right-of-way agreements to determine conditions under which the utility was placed in its present location (e.g., by revocable permit or by a privately owned easement). Submit necessary information for the relocation or adjustments of affected utilities to RCRRA for review and concurrence. The CONSULTANT shall identify any required easements. Assist in developing an approximate cost estimate for relocation costs to the project. The CONSULTANT shall coordinate all proposals for relocation and other improvements with the appropriate utility agency or owner. Utility design shall be in accordance with all applicable local design standards and criteria.

Deliverables:

- Preliminary Plans and Drainage Report
- Conceptual Hydrological Basin Analysis
- Preliminary Utility Plans and Report

Task 11: Trackwork/Running way Design. The trackwork and running way Conceptual Engineering section includes conceptual analysis and design of the optimum track and running way design configuration to maximize the efficient movement of passengers between various modes proposed for the facility and between the platform area and the concourse. The CONSULTANT will perform all conceptual design work for a preferred alternative design to the concept level. The plan and profile drawings will be prepared to meet local criteria. Plans shall

be submitted in paper and electronic formats. Conceptual designs will be submitted to RCRRA personnel for review prior to release to other agencies or individuals.

Deliverables:

- Trackwork and running way deliverables will include the following:
 - Typical sections
 - Track alignment plans (non-mathematized alignment)
 - Track Charts
 - Plan and profile – horizontal scale 1-inch = 100-feet and vertical scale 1-inch = 10-feet.

Task 12: Cost Estimating. The CONSULTANT shall prepare an opinion of probable development cost to construct the project that will include:

- Permits
- Construction quantities and costs for:
 - Demolition
 - Trackwork
 - Electrification
 - Signalization for trackway, buses, automobiles, and pedestrians
 - Lighting
 - Building structures based upon massing diagrams
 - Utilities
 - Drainage
 - Fencing
 - Roadway improvements
 - New ingress/egress routes
 - Identified hazardous material mitigation
 - Mobilization
 - Contingencies
- Design Costs
- Construction supervision
- Construction Contingency Costs (costs allocated for unforeseen change orders)

Deliverables:

- Capital cost estimate conforming to FTA standard cost categories and suitable for inclusion in the Financial Plan

4. Financial Analysis

a). General

The financial plan is required to demonstrate that the governing entity (to be determined by RCRRA) has the financial ability to construct and operate the proposed facilities, while demonstrating that it will be able to continue to meet its existing operating and recapitalization commitments. The analysis required to prepare the Financial Plan includes incorporation of capital cost estimates developed as part of the conceptual engineering project element, an evaluation of the financial capacity of the governing entity, identification of sustainable revenue sources to be committed to the project, evaluation of agency cash flow

requirements, and an estimate of financial risk to the project (including variability in pricing and assessment of financial assumptions).

b). Regulatory Requirements

Guidance will be provided by RCRRA.

c). Tasks and Deliverables

The following tasks are included to guide the proposing teams in the development of project approaches, schedules, and budgets associated with development of the Funding Plan. Variations to the tasks presented will be entertained, but all proposing firms/teams should respond directly to each task when proposing an alternative approach.

Task 1: Scope and Methodology. In consultation with RCRRA and other funding stakeholders, as appropriate, the CONSULTANT will develop a Cost Methodology memorandum, identifying all assumptions and approaches to be used in developing the Funding Plan. This memorandum will include an assessment of available financial data, both operating and capital expenditures, as well as future revenue sources. It will also include assumptions to be used in developing the plan, as well as forecasting methodologies proposed for projecting future costs and revenues associated with the project.

Deliverables:

- Cost Methodology Technical Memorandum

Task 2: Data Collection. Upon approval of the technical methodology identified in Task 1, CONSULTANT will initiate collection of necessary financial data to provide a reliable forecast of future operating and maintenance, capital, and revenue resources to sustain the project described in the No Action and Build Alternatives developed for the Environmental Assessment project element.

Deliverables:

- Data Availability and Collection Technical Memorandum

Task 3: Capital Plan. CONSULTANT will develop a capital cost submission that describes the cost estimation process and segment costs by major cost category (e.g., guideway, facilities, systems, and vehicles). Cost estimates will include soft-costs such as PE, final design and construction management as well as set-asides for contingencies. The capital plan will consider recapitalization concerns associated with the No Action and Build Alternatives. All capital cost and revenue estimates will be presented in year of expenditure dollars and programmed for the base year (to be determined), and annually from 2015 to 2030. Capital cost estimates should include all relevant capital projects identified in the No Action Alternative as appropriate.

Deliverables:

- Capital Cost Technical Memorandum
- Draft Capital Plan – for internal review
- Draft Capital Plan – for inter-agency review

Task 4: Operating Plan. CONSULTANT will propose and develop, upon approval of approach, a operating and maintenance (O&M) cost model to accurately forecast future O&M resource requirements to meet the No Action and Build Alternatives as detailed in the Environmental Assessment. The operating plan will forecast base year (to be determined) and annual costs and revenues from 2015 to 2030, in year of expenditure dollars.

Deliverables:

- Operating and Maintenance Cost Technical Memorandum
- Draft Operating Plan – for internal review
- Draft Operating Plan – for inter-agency review

Task 5: Risk Assessment. Upon completion of the capital and operating plans the CONSULTANT will develop and assessment of financial risk associated with the project. The risk assessment will provide RCRRA and project funding partners with an adequate picture of risk factors associated with the project and present approaches to minimize those risks.

Deliverables:

- Risk Assessment Technical Memorandum

Task 7: Funding Plan. Assembling the information and deliverables for the previous tasks, the CONSULTANT will develop draft and final Funding Plan reports for internal, inter-agency, and public review.

Deliverables:

- Draft Funding Plan – for internal review
- Draft Funding Plan – for inter-agency review
- Draft Funding Plan – for public comment
- Final Funding Plan

C. Office Location

It is important for timely project administration and coordination that the CONSULTANT project manager and appropriate task managers be available to RCRRA within reasonable requests for project consultation. While not mandatory, it is highly desirable that the CONSULTANT establish a local presence and Project Manager if not already in place.

III. Project Timetable

A. Proposal Process

Activity	Completion Date
RFP Released	August 22, 2006
Pre-proposal Conference	September 11, 2006 / 9:00am
Written Questions Received	September 12, 2006
Response to Questions Released	September 15, 2006
Proposals Due	September 25, 2006, by 2:00pm
Oral Interviews (tentative)	October 6, 2006
Board Approval	October 24, 2006
Initiation of Negotiations	October 24, 2006
Contract Award and Notice to Proceed	November 20, 2006

B. Project Schedule

The Environmental Assessment and Conceptual Engineering project contract should be concluded within 12 months from NTP. Proposals should reflect this as a maximum timeframe. Suggestions or recommendations for schedule compression and streamlining of efforts are strongly encouraged.

IV. Proposal Submission

A. Valid Proposal

In order to be considered valid, the proposal shall be in writing, submitted on time and in accordance with the sealed bid process of the Division of Contract and Analysis Services, and be signed by an officer of the company who can be accountable for all representations.

The proposal must contain the following information, presented in the order shown:

1. An Executive Summary of not more than 6 pages
2. Profile of proposed team including size and organizational structure, past history, and the status and outcome of any lawsuits brought against the proposer in the past five years. The RCRRA reserves the right to exclude Proposers that have an organizational conflict of interest, which is defined by federal procurement guidelines as "An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage."
3. Description of proposer's overall approach.
4. Breakdown of project by tasks. For each task listed, identify:
 - a. All specific staff to be involved, roles, responsibilities;
 - b. Time commitment for each person; and

- c. Schedule
5. Description of proposed team's past experience providing similar services, including:
 - a. Names and addresses of contact persons;
 - b. Description (history and experience) of proposed team members' role in each project;
 - c. Experience executing large multi-faceted environmental assessment and impact statement projects.
 - d. Experience with public transit facilities
 - e. Experience and knowledge of federal, NEPA, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) regulations and guidance and specifically that guidance contained in SAFETEA-LU Section 6002.
6. Project Personnel Profile
 - a. Resumes of key project personnel including prior projects of similar size and scope for which the personnel played the same or a similar role as proposed for the RCRRA's project, and the status and outcome of any lawsuits brought against team member firms in the past five years.
 - b. Organizational chart of the proposer's team identifying firm relationship and function of all key positions.
 - c. Confirm that key personnel will be fully engaged in the project as described for the duration of the contract.
 - d. Description of current assignment and time commitment to that assignment for all key personnel.
7. DBE History
 - a. Description of the proposers history of compliance with DBE requirements on projects of comparable size within the last 5 years
 - b. Description of how proposer expects to achieve or exceed the goal on this project
8. Budgets
 - a. Hourly budget broken down by specific staff, by firm, and by task
 - b. Current audited hourly rates for staff
 - c. Current audited overhead rates for all team member firms
 - d. Include an estimate of reimbursable direct expenses and specify the expenses.

B. Proposal Submission Process

Notice to Proposer:

- Upon submission, all proposals become the property of the RCRRA, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
- The RCRRA is not responsible for costs incurred by anyone responding to this Request for Proposals.
- The RCRRA expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals.

- The RCRRA is not bound to accept the lowest cost proposal.
- Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.
- The RCRRA reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of proposers as the RCRRA deems to be in its best interests.
- The RCRRA reserves the right to request any additional information at any stage of the Request for Proposals process. Compliance shall be at proposer's expense.

Written responses to all questions received on time will be mailed to all holders of the Request for Proposals by 4:00 p.m. on September 15, 2006, in the form of addenda. No oral questions will be entertained prior to or after the deadline for written questions specified above. Proposers shall rely only on the provisions of this Request for Proposals and written addenda in preparing their proposals.

Pre-Proposal Conference – A Pre-Proposal Conference will be held at 9:00 a.m. at 50 West Kellogg Boulevard, St. Paul, MN, Third Floor, Rock Room on September 11, 2006. Attendance at this conference is not mandatory.

Proposers must comply with the provisions of **Appendix A**, the County's *Evaluation of Proposals: Rules and Guidelines*.

C. Submission

Proposals are due by 2:00 p.m. on Monday, September 25, 2006, and must be submitted to:

Division of Contract and Analysis Services
280 City Hall/Court House Building
15 West Kellogg Boulevard
Saint Paul, MN 55102

Faxed proposals will not be accepted.

The response must include an original and 15 copies of the proposal. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned proposals will be considered invalid.

Proposals shall be prepared using 8 ½ x 11 paper with all text clear of bindings. Use of 11x17 fold-out sheets for large tables, charts, or diagrams is permissible, but should be limited. Index the proposal and sequentially number all pages throughout the section. The proposal should be clear when reproduced in black and white.

To facilitate proposal opening, the original only should be sealed in a separate envelope or box. The name, address, and RFP number should be clearly marked on the outside. The remaining copies may be wrapped or boxed together.

A proposal may be withdrawn on written request of the proposer prior to the proposal due date. Negligence of the proposer in preparing this proposal confers no right to withdraw the proposal after the proposal due date. Prior to the due date, changes may be made, provided the change is initialed by the proposer or the proposer's agent. If the intent of the proposer is not clearly identifiable, the interpretation most advantageous to the RCRRA will prevail. Once submitted, a proposal becomes public property and will not be returned.

Failure to submit a proposal on time may constitute grounds for the rejection of the proposal.

All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

V. Evaluation and Contract Award

A. Evaluation

The RCRRA reserves the right to waive any minor irregularities in the proposal request process. The RCRRA reserves the right to interview any or all proposers at its discretion.

Proposals will be evaluated by a Proposal Evaluation Team in accordance with the provisions of **Appendix A**. The Proposal Evaluation Team will be constituted by the FIND Committee augmented with RCRRA staff.

The Proposal Evaluation Team will review proposals based on the following criteria:

- Experience in executing similar duties on similar Environmental Assessments, Conceptual Engineering, and Financial Analysis planning projects by the proposed Project Manager and key personnel. (*Specific criteria may include similarity of projects and specific duties, complexity of similar projects, scope schedule and budget adherence on similar projects, interpersonal skills, presentation skills, ability to communicate, and reference checks*) (weight 25%)
-
- Availability of the proposed Project Manager and key personnel to commit to the entire time period of the project. (*Specific criteria may include current project assignments, duration of those assignments, ability to move to new assignment quickly, and personal commitment to RCRRA assignment.*) (weight 25%)
- Overall approach of the proposed team to the completion of:
 - Environmental Assessment (weight 15%)
 - Conceptual Engineering (weight 15%)
 - Financial Analysis (weight 5%)(*Specific criteria may include understanding of scope, flexibility of effort, multi-tasking capabilities, right people for the task, suggestions for shortening the schedule, and suggestions for scope additions and/or deletions for conceptual engineering and financial analysis*)
- The specific applicable experience of the subcontracted members of the proposed team. (*Specific criteria may include nature of the experience, success of analysis and methodologies, and specific availability of proposed personnel*) (weight 15%)

The RCRRA may conduct oral interviews with selected proposers. The Interview Evaluation Team will be constituted by the FIND Committee augmented by RCRRA staff. The RCRRA will

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not be responsible for any costs incurred by a proposer in preparing for or making a presentation.

The RCRRA will make the final decision based on the written proposals, the results of the oral interviews (if held), reference checks, and the recommendation of the Proposal Evaluation Team, and that recommendation will be presented to the Ramsey County Regional Railroad Authority for approval.

B. Contract

The agreement to be executed between the successful proposer and RCRRA will include the provisions of the County's General Terms and Conditions, which have been included in this RFP as Appendix B, and the provisions of the successful proposer's proposal.

The agreement will include the following payment provisions:

- "Services will be compensated on a time and materials basis up to a maximum not-to-exceed cost, inclusive of fees and reimbursable expenses. Payments will be made upon achievement of agreed-upon project milestones.
- Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.
- If reimbursement of expenses is included, the RCRRA will only reimburse at actual cost for out of pocket expenses. If reimbursement for travel is permitted, all airfare shall first be authorized by the RCRRA and will be reimbursed at the economy rate. Food, ground transportation and lodging expenses necessitated by the Agreement will be reimbursed at a rate consistent with the Runzheimer Index for the Minneapolis/St. Paul Metropolitan area. Mileage will be reimbursed at the rate for County employees."

Prior to execution of a contract by the RCRRA, the successful proposer shall provide a certificate of insurance acceptable to the County Attorney evidencing, at a minimum, the coverage required by the General Terms and Conditions.

C. Incorporation of Federal Transit Administration (FTA) Terms (FTA Circular 4220.1E)

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any RCRRA requests which would cause RCRRA to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down.

VI. Other

All electronic and hard copy versions of reports and documents produced by the proposer will be the property of the RCRRA. All such documents shall be turned over to RCRRA in their original format, including electronic format, at the end of the project conclusion.

Appendix A
EVALUATION OF PROPOSALS
GENERAL RULES APPLICABLE TO THE SELECTION PROCESS

1. Each proposer will be treated equally and fairly, with decisions being made on announced criteria using only information received through the selection process.
2. Each potential vendor and selection panel member shall receive a copy of this Evaluation of Proposals rules and guidelines as part of the RFP solicitation.
3. All contact following issuance of the RFP, until submission of proposals, shall be through the Division of Contract and Analysis Services. **Except as provided in these rules, attempts to contact Rail Authority staff, elected officials, LOCATE members, FIND members, or evaluation team members directly during this time will result in rejection of a proposal.**
4. If a request for technical assistance regarding the submittal is made to the Division of Contract and Analysis Services by a vendor, Rail Authority staff may meet jointly with staff from the Division of Contract and Analysis Services and the vendor, solely for the purpose of providing such technical assistance. Technical assistance means clarification or explanation of the Rail Authority's procurement practices and policies and of the proposal process, including the steps necessary to be completed in order to submit a valid proposal.
5. The RFP shall describe the evaluation and selection process, including criteria.

GUIDELINES FOR THE SELECTION PROCESS

It is the purpose of these guidelines to ensure that the selection process be conducted in such a manner as to treat each proposer in a fair and equal manner. (The outlined process reflects the practices typically followed in Ramsey County's current selection process.)

1. After the proposal submission date, the Division of Contract and Analysis Services provides members of the selection team with a copy of each proposal and with the appropriate number of evaluation forms, as developed by staff from the initiating department.
2. Members independently evaluate each written proposal, using the evaluation criteria set out in the RFP, and complete an evaluation form for each proposal.
3. The selection team meets to exchange and tabulate the evaluations of the written proposals.
4. If oral interviews are part of the selection process:
 - a. The team may request a technical review of the proposals by staff before deciding how many proposers to interview.
 - b. Each proposer should be given the same amount of time, be asked the same core questions, and be interviewed by the same people.

- c. If standard written questions are to be used, the team can submit questions to proposers ahead of time or when the proposer arrives for the interview. Questions can be developed by the team, by the staff of the initiating department, or jointly.
 - d. Team members should not discuss the interviews until all interviews have been held and evaluation forms have been completed.
 - e. Each team member completes an evaluation form based on the oral interview, using the criteria set out in the RFP and the evaluation form developed either by the selection team or by staff from the initiating department.
 - f. The team meets to exchange and tabulate the evaluations based on the oral interviews and to tabulate a composite rating for each proposal based on both the written proposal and the oral interview.
- 5. Reference checks may be conducted for the selected number of top-ranking proposers.
 - 6. Selection team may meet to receive information from reference checks and to make final selection, unless the team as a whole determines that additional information is required.
 - 7. The Division of Contract and Analysis Services contacts proposers for additional information requested by the team (if required).
 - 8. After consideration of all information, and selection of a proposer, the team prepares a written recommendation for submission to the Rail Authority. The written recommendation shall clearly describe the selected proposer's qualifications using the established criteria and shall contain a summary of the proposals submitted by the top three or more proposers.
 - 9. The issuing department will coordinate preparation of the summaries and documentation for Rail Authority approval.

Appendix B**GENERAL TERMS AND CONDITIONS****1. 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 Contractor as the employee of the RCRRA 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 RCRRA. 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.

2. Indemnification

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

3. Insurance

1. 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.

2. Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the RCRRA throughout the term of this Agreement.

2.1 Commercial General Liability Insurance

2.1.1 \$ 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

2.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 07 98 or its equivalent.

2.1.3 RCRRA, 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.

2.2 Automobile Insurance

2.2.1 Coverage shall be provided for hired, non-owned and owned auto.

2.2.2 Minimum limits: \$1,000,000 combined single limit.

2.3 Workers' Compensation and Employer's Liability

2.3.1 Workers' Compensation as required by Minnesota Statutes

2.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000

2.4 Professional Liability/Errors and Omissions Coverage (if applicable)

2.4.1 Per Claim Limit: \$1,000,000
Aggregate Limit: \$2,000,000

2.4.2 All policies shall be written as acceptable to RCRRA.

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.

3. All Certificates of Insurance shall provide that the insurance company gives the RCRRA thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
4. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
5. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the RCRRA. Copies of insurance policies shall be submitted to the RCRRA upon request.
6. Nothing in this Agreement shall constitute a waiver by the RCRRA of any statutory or common law immunities, limits, or exceptions on liability.

7. 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.
4. **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 RCRRA.
5. **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 RCRRA 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 RCRRA. Upon receipt of the RCRRA's notice of cancellation of the Agreement, or of a portion of the services to be provided under this Agreement, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent they relate to the Agreement or the portions of this Agreement for which funding has become unavailable.
6. **Non-Conforming Services**
The acceptance by the RCRRA of any non-conforming services under the terms of this Agreement or the foregoing by the RCRRA of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the RCRRA'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 RCRRA provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
7. **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 RCRRA, the Contractor shall furnish a written affirmative action plan.
8. **Disadvantaged Business Enterprises (DBE)**
This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 17%. A separate contract goal of 17% DBE participation has been established for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of

this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [concurrent with and accompanying an initial proposal]:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Proposers must present the information required above as a matter of responsiveness with initial proposals (see 49 CFR 26.53(3)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the RCRRA. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify RCRRA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RCRRA.

See **Attachment B** for frequently asked questions related to DBE participation.

9. 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 RCRRA 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.

10. Workplace Violence Prevention

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

11. Subcontractor Payment

Prime contractors shall pay any subcontractor within ten days of the prime contractor's receipt of payment from the RCRRA for undisputed services provided by the subcontractor. The prime 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 prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

12. Setoff

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

13. Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of 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.

14. Compliance With Applicable Law

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now 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.

15. 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 RCRRA, the State Auditor or the RCRRA'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.

16. Termination

a. With Cause

The RCRRA reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the RCRRA. In the event that the RCRRA exercises its right of suspension or termination under this Paragraph, it shall submit written 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 RCRRA 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.

17. Conflict of Interest

The Contractor affirms that, to the best of Contractor's knowledge, 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 Contractor, Contractor will immediately notify the RCRRA of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the RCRRA whether Contractor will or will not resign from the other engagement or representation. In addition to the foregoing, Contractor shall implement the organizational and administrative procedures it has proposed pursuant to Article II A. 5 of the Request For Proposals to insure that the Depot project is performed independently of any contracts for Preliminary Engineering the Contractor receives from the Metropolitan Council for the Central Corridor Light Rail Transit Project.

18. 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.

19. 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.

20. HIPAA Compliance

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

21. 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 RCRRA, Minnesota.

22. Reimbursable Expenses (If applicable)

If reimbursement of expenses is specifically authorized in the agreement, the provisions of this paragraph shall apply. The RCRRA will pay the Contractor for mileage costs incurred in the performance of services under this Agreement at the rate currently paid to reimburse RCRRA employees. All air travel shall first be authorized by the RCRRA, 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.

All other allowable expenses will be reimbursed at Contractor's actual cost.

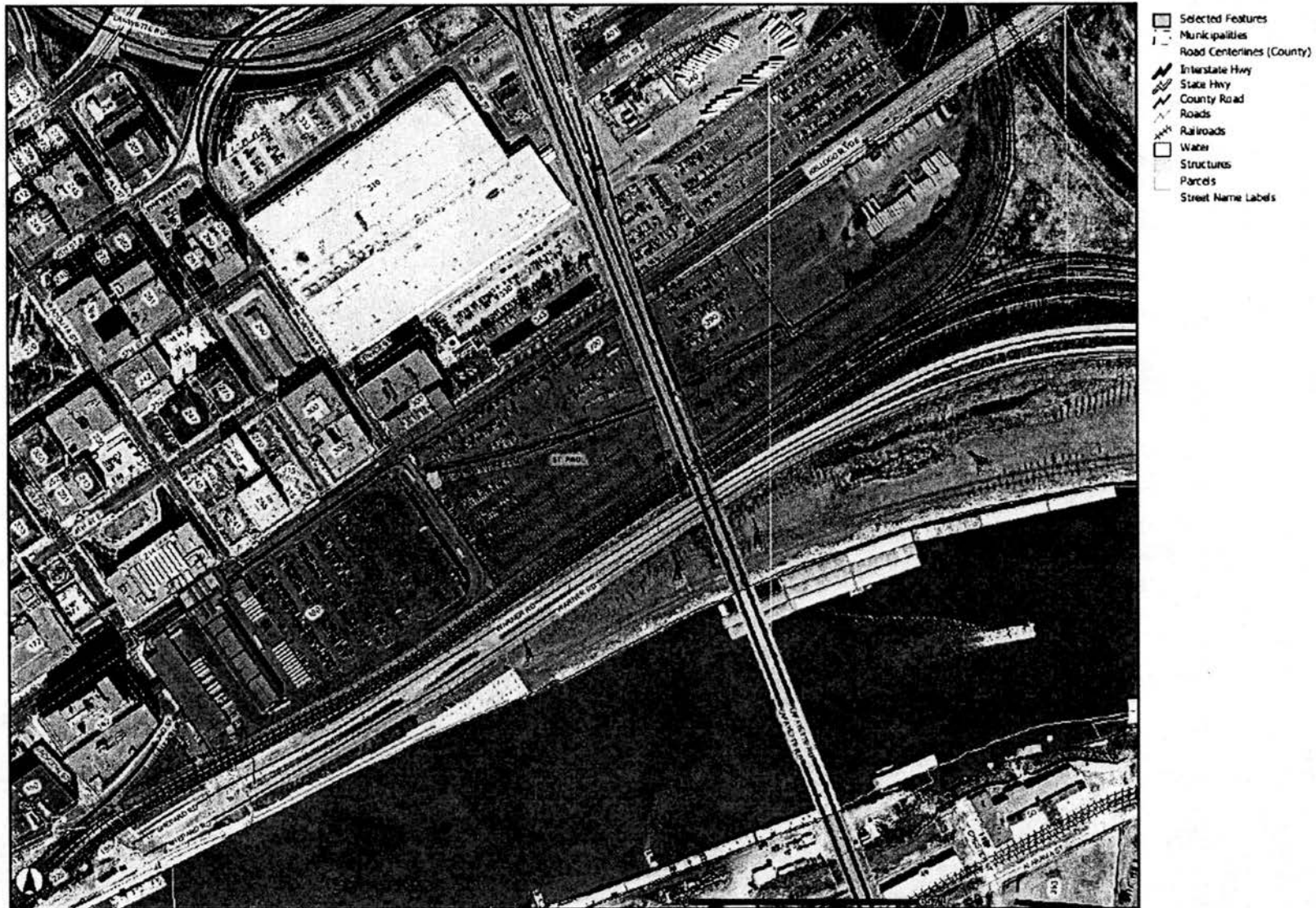
23. Entire Agreement

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

DRAFT

Ramsey County Regional Railroad Authority
Saint Paul Union Depot Multimodal Transit Terminal
Environmental Assessment and Conceptual Engineering RFP

ATTACHMENT A



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Revised August 2, 2006

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ATTACHMENT B

This project is funded in part by dollars from the Federal Transit Administration. This project contains a Disadvantaged Business Enterprise Goal of 17%.

What is a DBE?

A small business concern, as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated thereto, subject however to a limitation of \$17,420,000 in average annual gross receipts over the previous three fiscal years. The business must be owned and controlled by one or more socially and economically disadvantaged individuals who are citizens, or lawfully admitted permanent residents, of the United States. In addition, the Personal Net Worth of the disadvantaged owner cannot exceed \$750,000.

A small business concern that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, at least 51 percent of the stock which is owned by one or more socially and economically disadvantaged individuals. The business concern's management and daily business operations must be controlled by one or more of such individuals. Such owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interests, as demonstrated by an examination of the substance, rather than from the arrangements.

Where can you find DBEs to work on this project to meet the goal?

1. In the Minnesota Unified Certification Program (MnUCP) joint DBE directory of the Metropolitan Council, Metropolitan Airports Commission and Mn/DOT:
<http://www.dot.state.mn.us/eeocm/ucpdirectory.html>
NOTE: IF YOU DO NOT FIND A FIRM'S NAME IN THIS DIRECTORY IT IS MOST LIKELY NOT A CERTIFIED DBE.
2. In the DBE directory of another USDOT funding recipient (caution: certification will need to be verified prior to contract award. If firm's certification is not confirmed, contractor will need to submit a substitute DBE firm or show good faith efforts to obtain another DBE firm).

DO NOT ASSUME that firms found in the following places are necessarily DBEs:

- MN Department Of Administration's Target Group Business directory
- CERT directory
- Firms certified by any other city, county, or other type of special business program

What are good faith efforts?

Good faith efforts are actions taken before the proposal is submitted and include the following activities. Proposers should maintain all documentation related to these efforts. Proposer should have documentation showing:

1. Attended the pre-proposal
2. The proposer has identified and selected potential work items in the project that can be expected to be performed by sub-proposer/subcontractors in order to provide an opportunity for participation by DBEs.
3. The proposer subdivided the potential work into smaller portions or qualities to permit maximum active participation of DBEs.
4. Not less than ten (10) calendar days prior to the submittal of proposals, the proposer advertised for potential sub-proposals from interested business enterprises in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media.
5. The proposer has provided written notice of its interest in receiving potential proposals on the contract to those business enterprises, including DBEs having an interest in participation in anticipated work items.
6. The proposer has documented efforts to follow-up initial solicitation by contacting the potential subcontractors to determine with certainty whether said enterprises were interested in performing anticipated portions of the project work, to answer any questions from them, to record any telephone quotes, and to confirm/record the potential subcontractor's interest in proposing on the project.
7. The proposer has provided interested potential sub-consultant enterprises with information about the specifications and requirements for the contract.
8. The proposer has requested assistance from organizations that provide assistance in the recruitment and placement of potential DBE not less than fifteen (15) calendar days prior to the submission of proposals.
9. The proposer held discussions or contacted interested potential DBEs, and did not unjustifiably reject as unsatisfactory proposals prepared by any enterprise.
10. The proposer has documented efforts to advise and assist interested potential DBEs in obtaining bonds, lines of credits and insurance required by the Board of contractor.

How is DBE participation counted for various types of businesses?

First of all a DBE must perform a commercially useful function. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices and whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing. Also consider other relevant factors.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, similar transactions must be examined, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided in this program, the DBE may present evidence to rebut this presumption. It may be determined that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

The following factors will be used in determining whether a DBE trucking company is performing a commercially useful function:

The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on its contract.

The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

1. Count 100% of the cost of the materials or supplies toward DBE goals if the materials or supplies are obtained from a DBE manufacturer. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications;
2. Count 60% of the cost of the materials or supplies toward DBE goals if the materials or supplies are purchased from a DBE regular dealer. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold to or leased to the public in the usual course of business; and
3. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;
4. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in 49 CFR section 26.55(e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease and not on an ad hoc or contract-by-contract basis.
5. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of 49 CFR section 26.55(e)(2); and
6. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies. Count fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided it is determined that the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.
7. Count any portion of the cost of the materials and supplies themselves toward DBE goals.

ATTACHMENT C

TABLE OF ACRONYMS

ANSI/ISO 9001-2000	American National Standards Institute/International Organization for Standardization
CAA	Clean Air Act
CDTM	C Digital Terrain Model
CEQ	Council on Environment Quality
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CERT	Certification
CFR	Code of Federal Regulations
CWA	Clean Water Act
DBE	Disadvantaged Business Enterprise
DFCD	Urban Drainage and Flood Control District
EA	Environmental Assessment
EA/CE	Environmental Assessment and Conceptual Engineering
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FICA	Federal Insurance Contributions Act
FIFRA	Federal Insecticide, Fungicide and Rodenticide Act
FTA	Federal Transit Administration
HGL	Hydraulic Grade Lines
HIPPA	Health Insurance Portability and Accountability Act
LOS	Level of Service
Mn/DOT	Minnesota/Department of Transportation
MnUCP	Minnesota Unified Certification Program
MPO	Metropolitan Planning Organization
NEPA	National Environmental Policy Act
NTP	Notice to Proceed
O&M	Operating & Maintenance
PE	Preliminary Engineering
PMT	Project Management Team
QA/QC	Quality Assurance and Quality Control
QMP	Quality Management Plan
RCRA	Resource Conservation and Recovery Act
RCRRA	Ramsey County Regional Railroad Authority
RFP	Request for Proposal
ROW	Right-of-Way
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
TSCA	Toxic Substances Control Act
USDOT	United States Department of Transportation
USFWS	United States Fish and Wildlife Service

ATTACHMENT D

SPECIFIC FEDERAL CLAUSES

(For the purposes of this Attachment, the term "CONTRACTOR" shall refer to the
"CONSULTANT")

1. **Fly America Requirements.** The CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
2. **Energy Conservation.** The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act.
3. **Access to Records and Reports.** The CONTRACTOR agrees to provide the COUNCIL, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, exerts, and transcriptions.

CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or the Administrator's authorized representatives, including any project management oversight (PMO) contractor, access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.

The CONTRACTOR agrees to permit any of the foregoing parties to reproduce such documents by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In addition to any requirements for maintenance of project records and documents in other sections of this Contract, CONTRACTOR agrees to maintain such records and documents until the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all litigation, appeals, claims or exceptions arising from the performance of this Contract.

4. **Federal Changes.** The CONTRACTOR shall comply with the required FTA clauses set forth in this contract and with all applicable FTA regulations, policies, procedures and directives including, without limitation, those listed directly or by reference in the

agreement between the COUNCIL and FTA. The CONTRACTOR's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this contract, shall constitute a material breach of this contract.

5. **Recovered Materials.** The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR part 247.
6. **No Obligation by the Federal Government.** The COUNCIL and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of this Contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the COUNCIL, CONTRACTOR, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract.

The CONTRACTOR agrees to include the preceding clause in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

7. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 *et seq.*, and USDOT regulations, "*Program Fraud Civil Remedies*," 49 CFR part 31, apply to its actions pertaining to this Contract. Upon execution of this contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above language in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

8. **Civil Rights.** The following requirements apply to this Contract:

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and federal transit law at 49 U.S.C. §5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract.

a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and federal transit laws at 49 U.S.C. §5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 42 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Contract. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

b. **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623 and Federal transit law at 49 U.S.C. §532, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

c. **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the

CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

3. **Inclusion in Subcontracts.** The CONTRACTOR agrees to include the requirements of this Section 15.08 in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

9. **Disadvantaged Business Enterprise ("DBE").**

1. **Nondiscrimination.** Pursuant to 49 CFR section 26.13, the CONTRACTOR, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the COUNCIL deems appropriate. The CONTRACTOR shall include this requirement in all subcontracts pursuant to this contract.
2. **Prompt Payment.** The CONTRACTOR agrees to pay subcontractors within ten (10) calendar days of the CONTRACTOR's receipt of payment from the COUNCIL for undisputed services provided by the subcontractor. The CONTRACTOR agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of the CONTRACTOR's receipt of payment of retainage from the COUNCIL. The CONTRACTOR shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the COUNCIL. The CONTRACTOR agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The CONTRACTOR will not be reimbursed for work performed by subcontractors unless and until the CONTRACTOR ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section may result in the COUNCIL finding CONTRACTOR in noncompliance with the DBE provisions of this contract and the imposition of Administrative Sanctions described in paragraph 6 below.
10. **Incorporation of FTA Terms.** Specific provisions in this contract include, in part, certain standard terms and conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in 49 CFR section 18.36 and FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Notwithstanding anything to the contrary in this contract, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any COUNCIL requests which would cause the COUNCIL to be in violation of the FTA terms and conditions.

11. **National Intelligent Transportation Systems Architecture and Standards.** To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standard as required by section 5206(e) of TEA-21, 23 U. S. C. § 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

12. **Clean Water.** The provisions of this section 15.11 apply only if the amount of this contract (including the value of any amendments thereto) exceeds \$100,000.

The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U. S. C. Section 1251 *et seq.* The CONTRACTOR agrees to report each violation to the COUNCIL and understands and agrees that the council will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. **Certification of Restriction on Lobbying; Disclosure.** The provisions of this Section 15.12 apply only if the amount of this contract (including the value of any amendments thereto) is equal to, or exceeds, \$100,000.

The CONTRACTOR certifies that no federal appropriated funds have been paid or will be paid by or on behalf of the CONTRACTOR for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The certification of this compliance ("Lobbying Restriction Certification") submitted by CONTRACTOR in connection with this project is incorporated in, and made a part of, this contract.

The CONTRACTOR further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the projects funded by the funds allocated to the CONTRACTOR in this agreement, the CONTRACTOR shall complete and submit to the COUNCIL, Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The CONTRACTOR certifies that it will require the language of this certification be included in the award documents for any subcontracts equal to or in excess of \$100,000 under this agreement, and that all subcontractors shall certify and disclose accordingly to the CONTRACTOR. All certifications and disclosures shall be forwarded to the COUNCIL by the CONTRACTOR.

The certifications referred to in this section (including the "Lobbying Restriction Certification" submitted by CONTRACTOR in connection with this project and incorporated in, and made a part of, this contract) are material representation of fact upon which the COUNCIL relies when this contract is made.

- 14. Clean Air.** The provisions of this section 15.13 apply only if the amount of this contract (including the value of any amendments thereto) exceeds \$100,000.

The CONTRACTOR agrees to comply with all applicable standards, orders, or regulation issued pursuant to the Clean Air Act, as amended, 42 U. S. C. section 7401 *et seq.* The CONTRACTOR agrees to report each violation to the COUNCIL and understands and agrees that the COUNCIL will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100, 000 financed in whole or in part with Federal assistance provided by FTA.

- 15. Integrity Certification.** The provisions of this section 15.14 apply only if the amount of this contract (including the value of any amendments thereto) exceeds \$100,000.

By signing this contract, the CONTRACTOR certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency. This certification is a material representation of fact upon which the COUNCIL relies in entering this contract. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The CONTRACTOR shall provide to the COUNCIL immediate written notice if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. D. Spiegeler
Authorized Signature

8/14/06
Date

Board Action Requested

Authorize chair to execute a contract with the St. Paul Port Authority for assistance with property acquisition at Union Depot.

ACTION REQUESTED

Request Justification

1. Resolution; and
2. Proposed Contract.

Budgeting and Accounting

Kathleen A. K.

County Attorney

Risk Management

Documentation certified complete for:

August 22, 2006
Board Date

Angelique Taylor
Signature

8-14-06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: August 22, 2006

No.: R06-

WHEREAS, Ramsey County Regional Railroad Authority has determined that Union Depot is the location for a multimodal transit hub; and

WHEREAS, Access through the headhouse of Union Depot would be an advantageous location for transit passengers to enter and exit the concourse of the Depot; and

WHEREAS, The headhouse of Union Depot is in private ownership and an easement through the headhouse is desired by Ramsey County Regional Railroad Authority; Now, Therefore, Be It

RESOLVED, That a contract with the St. Paul Port Authority relating to the headhouse of Union Depot in the amount not to exceed \$55,000 is approved, and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes its chair to execute the contract.

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 St. Paul Port Authority**

This is an agreement between the St. Paul Port Authority ("Contractor") and Ramsey County Regional Railroad Authority (RCRRA), a political subdivision of the State of Minnesota.

The RCRRA and the Contractor agree as follows:

1. Scope of Services

Contractor shall provide the services specified in **ADDENDUM I**, attached hereto and made a part of this Agreement.

2. Cost/Payment

The cost of services shall be as set forth in **ADDENDUM I**. The Contractor shall submit monthly an invoice to the RCRRA. The RCRRA shall make payment within 35 days of receipt of a detailed invoice. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

3. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Contractor as the employee of the RCRRA 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 RCRRA. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

4. Indemnification

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

5. Audit

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

6. Cancellation

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

7. Non-Discrimination

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

8. Data Practices

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

9. Workplace Violence Prevention

The Contractor shall make all reasonable efforts to ensure that Contractor's employees, officials and subcontractors do not engage in violence while performing under this contract. Violence, as defined by the Ramsey County Workplace Violence Prevention and Respectful Workplace Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

10. Subcontractor Payment

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

11. Unavailability of Funding

The purchase of services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources. The RCRRA 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 RCRRA. Upon receipt of the RCRRA's notice of cancellation of the Agreement, or of a portion of the services to be provided under this Agreement, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent they relate to the Agreement or the portions of this Agreement for which funding has become unavailable.

12. HIPAA Compliance

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

13. Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

14. Entire Agreement

This Agreement, including **ADDENDUM I** is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the provisions of this Agreement and **ADDENDUM I**, the provisions of this Agreement shall prevail.

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

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

Rafael Ortega
Chair

Kathy DeSpiegelaere
Kathy DeSpiegelaere
Director

Date: _____

ST. PAUL PORT AUTHORITY

By: _____
Print Name: _____
Its: _____
Date: _____

Contractor Tax Payer ID#
41-6005524

Approved as to form:

Wil MacNeil
Assistant County Attorney

Funds are available
Account Number: _____

Kristen Alf
Budgeting and Accounting

ADDENDUM I SCOPE OF SERVICES

At the direction of the RCRRA, the Contractor shall acquire on behalf of the RCRRA such rights as will be necessary to and appropriate to allow future development of the Union Depot site as a transit hub. The Contractor shall perform the following functions in connection with acquisition of such rights:

1. Meet with the owner of Union Depot and discuss with him the interest of RCRRA in acquiring property rights for the benefit of the planned transit hub.
2. Obtain a real estate appraisal from independent real estate appraisal firm which will establish the fair market value of the rights to be acquired. (Additional appraisals may be needed; if so, this Agreement will need to be amended in advance authorizing the additional expense).
3. Negotiate the terms of a purchase agreement and/or an easement agreement with the owner(s) and their parties in interest of the Union Depot Head House.
4. Retain Briggs & Morgan as legal counsel to perform document drafting and review in connection with acquisition of the property rights.

Cost of Services

For the work identified in Scope of Services, the Contractor shall be paid at a rate of \$250.00 per hour to a maximum of fifteen thousand dollars (\$15,000.00).

The RCRRA shall reimburse the Contractor for legal services identified above, if any, to a maximum of thirty thousand dollars (\$30,000.00) and appraisal costs plus other miscellaneous costs up to a maximum of ten thousand dollars (\$10,000.00)

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

6

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathy DeSpiegelaere
Authorized Signature

8/14/06
Date

Board Action Requested

Approve Memorandum of Understanding and authorize Chair to execute the Memorandum of Understanding.

ACTION REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution;
- 2) Memorandum from Kathy DeSpiegelaere, dated August 17, 2006; and
- 3) Draft Memorandum of Understanding.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

August 22, 2006
Board Date

Angelique Taylor
Signature

8-14-06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: August 22, 2006

No.: R06-

WHEREAS, State law requires that an agreement be reached before September 1, 2006 by Ramsey County Regional Railroad Authority, Hennepin County Regional Railroad Authority and the Metropolitan Council on Central Corridor light rail transit cost sharing; and

WHEREAS, The Memorandum of Understanding has been agreed to by the Chairs of the Ramsey and Hennepin County Regional Railroad Authorities; Now, Therefore, Be It

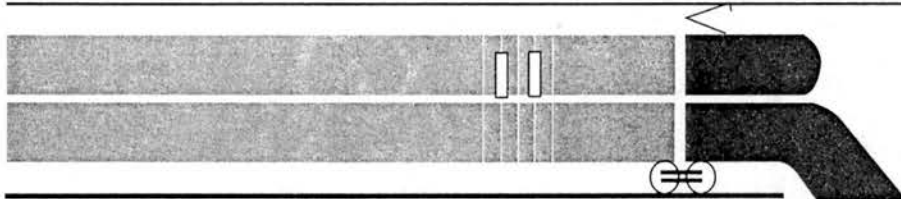
RESOLVED, That the members of the Ramsey County Regional Railroad Authority hereby approve the Memorandum of Understanding dated _____ and authorize the Chair of the Ramsey County Regional Railroad Authority to execute the Memorandum of Understanding.

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

6560 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: Central Memorandum of Understanding

Date: August 17, 2006

The Memorandum of Understanding agreed to by the Chairs of Hennepin and Ramsey County Regional Railroad Authorities and submitted to the Metropolitan Council is attached. This Memorandum of Understanding has not been agreed to by the Metropolitan Council, and staff has indicated that the Metropolitan Council will offer comments tomorrow, August 18, 2006, to Commissioner Ortega.

Hennepin County Regional Railroad Authority is expected to meet on August 29 to take action on the Memorandum of Understanding. We will update you on the current situation at the Rail Authority meeting on August 22, which is your final scheduled meeting before the September 1, 2006 deadline for completing the Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE METROPOLITAN COUNCIL,
THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, AND
THE HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY
REGARDING FUTURE FUNDING
OF THE CENTRAL CORRIDOR TRANSITWAY**

This Memorandum of Understanding is entered into by and between the Metropolitan Council (Council), the Ramsey County Regional Railroad Authority (RCRRA), and the Hennepin County Regional Railroad Authority (HCRRA).

WHEREAS:

1. The parties to this Memorandum of Understanding have been involved in various activities regarding the development of a Central Corridor Transitway running between Downtown Minneapolis and Downtown St. Paul, generally via Washington and University Avenues.
2. If implemented, the Central Corridor Transitway is contemplated to be operated as a Light Rail Transit (LRT) system.
3. The State of Minnesota during the 2006 Legislative Session appropriated seven million eight hundred thousand dollars (\$7,800,000.00) to the Metropolitan Council in order to conduct environmental studies, complete preliminary engineering, and design the Central Corridor Transitway (also known as the Central Corridor LRT Project). The appropriation is contained in 2006 Minnesota Laws, Chapter 258, Section 17, Subdivision 4.
4. The said appropriation includes the following language:

This appropriation is not available until the commissioner of finance has determined that, by September 1, 2006, the Metropolitan Council, the Ramsey County Regional Rail Authority, and the Hennepin County Regional Rail Authority have entered into a memorandum of understanding that specifies future expected funding shares for operating and capital for the Central Corridor Transit Way. The agreement must require that the named agencies be responsible for at least one-third of the state and local match to federal new-start capital funding.
5. This Memorandum of Understanding is being entered into by and between the parties in order to fulfill the requirements of the referenced law.

NOW, THEREFORE, the above-named parties hereby agree as follows:

ARTICLE 1. CAPITAL FUNDING

1.01 Memorandum of Understanding to Provide Local Capital Match Funds

(a) With respect to any new-start capital funding or any other federal capital funding that may become available for design or construction of the Central Corridor Transitway, the RCRRA and HCRRA agree to provide funding for not more than one-third of any required local match to the federal capital funds. The RCRRA share shall be 70% of such commitment and the HCRRA share shall be 30% of such commitment.

(b) For the purposes of this Memorandum of Understanding, the term "local match" means matching funds for design and construction of the Central Corridor Transitway derived from the State of Minnesota, the University of Minnesota, local units of government, and/or private contributors. Local match funds that are made available from sources other than the State of Minnesota, HCRRA and RCRRA shall be used to proportionately reduce the local match contribution to be received from the State of Minnesota, HCRRA and RCRRA.

1.02 Council Not Required to Provide Direct Capital Funds. The Council is not required to provide any capital funds as a match to federal funds that may become available for use in design or construction of the Central Corridor Transitway, except to the extent funds are appropriated to the Council by the State of Minnesota for that specific purpose or to the extent the Council obtains funds from third parties specifically for such purpose, by gift or other means.

1.03 Timing and Payment of Funds. All funds to be paid by RCRRA and HCRRA under this Article 1 shall be paid to such persons, at such times, and in such installment amounts as may be directed by the Council. Provided, however, that the Council shall not request payments by an RRA which exceed the amount budgeted for by the RRA. Not later than June 1 of the calendar year preceding the year in which payment from the RRAs will be expected the Council will submit to the RRAs an estimate of the amount they will be required to pay in the following calendar year. The RRAs will provide in their budgets sufficient funds to pay the amounts requested by the Council. The RRAs may use any source of revenues available to them to provide for the requested payments. The Council shall provide to the RRAs such documentation as requested by the RRAs to satisfy themselves that the payment amounts requested by the Council are appropriate and in accordance with the obligations of the RRAs under this Memorandum of Understanding.

ARTICLE 2. OPERATIONS FUNDING

2.01 Memorandum of Understanding to Provide Operations Funds

(a) With respect to funding operation of Light Rail Transit (LRT) in the Central Corridor Transitway, the RCRRA and HCRRA agree to provide not more than one-half of the net subsidy for operation of LRT in the transitway. The RCRRA share shall be 70% of such amount and the HCRRA share shall 30% of such amount. The components of this operating amount (the net subsidy) shall be determined by separate Memorandum of Understanding entered into by the parties not less than one nor more than two years prior to the commencement of LRT service operations in the corridor.

(b) For the purposes of this Memorandum of Understanding, the term "net subsidy amount" for the Central Corridor Transitway shall mean the amount needed to operate LRT in the Central Corridor Transitway, less any passenger or other income or revenue properly allocable to LRT in the Central Corridor Transitway, and less any savings from the discontinuance or any reduction of any bus service in the Central Corridor Transitway. Not later than June 1 of the calendar year preceding the year in which LRT service begins in the Corridor, and annually thereafter not later than June 1, the Council shall prepare and submit to the RRAs a proposed operating budget for LRT operations in the following year (operating year) in the Corridor for review and approval by the RRAs. The budget shall contain an itemized account of revenues and expenses attributable to LRT operations in the Corridor, and shall state the respective net subsidy contribution necessary from the RRAs. The RRAs shall have thirty (30) days from the date the proposed budget is received from the Council to accept or modify the budget. If the RRAs and Council approve the operating budget, the RRAs shall, during the operating calendar year, pay quarterly the annual net subsidy contribution amount allocated to them. If at any time during the operating year it appears to the Council that the amounts payable by the RRAs under this section will vary from the estimated budget by more than ten percent, the Council may, by written notice to the RRAs, revise the estimate for such year and subsequent net subsidy payments by the RRAs shall be based upon such revised estimate.

Not later than April 1 of the year following the operating year the Council shall deliver to the RRAs a summary of the total operating costs for the operating year identifying revenues and expenses allocable to the operation of LRT in the Central Corridor Transitway. If such summary shows an amount due from the RRAs less than the amount actually paid by the RRAs (the Excess Amount), the Council shall credit the Excess Amount to the RRAs against the net subsidy they will owe for the following year, until such Excess Amount is exhausted. If such summary shows an amount due from the RRAs which is more than the amounts they have paid, the Council shall include such amounts in the proposed operating budget for payment in the following year.

2.02 Council Operation of Central Corridor. Under current law, the Council shall be responsible for operation of the Central Corridor Transitway. In consultation with and subject to approval by the RCRRA and the HCRRA, the Council shall determine the level of service to be provided in the corridor based on funds available to the Council for LRT transit operations from State of Minnesota appropriations, passenger revenue, grants or other sources of funds. Nothing in this Memorandum of Understanding shall be deemed a commitment on the part of the parties hereto to any particular level of service in the Central Corridor LRT Transitway.

ARTICLE 3. GENERAL PROVISIONS

3.01 Amendments. The terms of this Memorandum of Understanding may only be changed by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized representatives of all of the parties.

3.02 Assignment. No party may assign its obligations under this Memorandum of Understanding to another person or entity without the written consent of the other parties to this Memorandum of Understanding.

3.03 Interpretation. This Memorandum of Understanding is intended to implement the requirements for a Memorandum of Understanding in 2006 Minnesota Laws, Chapter 258, Section 17, Subdivision 4, and shall be interpreted accordingly.

3.04 Successors. This Memorandum of Understanding shall inure to the benefit of, and constitute a binding obligation upon, each party's successors and, if such assignment is consented to in accordance with section 3.02, each party's assigns.

3.05 Repeal or Modification. The parties recognize and acknowledge that the legislature may repeal or modify the provisions of this Memorandum of Understanding. To the extent such legislation reduces or eliminates any requirement that the RRAs contribute funds to operating costs of LRT in the Central Corridor Transitway the provisions of Article 2 of this Memorandum of Understanding shall be amended to reflect such reduction or elimination of funding contribution by the RRAs.

3.06 Execution In Counterparts; Effective Date. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Memorandum of Understanding shall become effective when the executions of all parties are affixed to the document.

3.07 Submission to Commissioner of Finance. The Metropolitan Council, on behalf of the parties, shall submit an executed copy of this Memorandum of Understanding to the Commissioner of Finance so that the Commissioner can make the

determination provided for in 2006 Minnesota Laws, Chapter 258, Section 17, Subdivision 4.

3.08. Conflict Resolution. If a dispute should arise between or among the parties to this Memorandum of Understanding with respect to any of its provisions, the parties involved agree to attempt to settle such dispute through the use of a mediator mutually acceptable to the parties involved in the dispute prior to the initiation of any legal action on the part of any of the parties involved in the dispute with respect to this Memorandum of Understanding, any of its provisions, and/or its enforcement. The costs of such mediation shall be shared in accordance with an amendment to this Memorandum of Understanding entered into prior to mediation which specifically addresses the responsibility of each party for the expenses of such mediation.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates indicated below.

METROPOLITAN COUNCIL

Approved as to form:

Metropolitan Council
Office of General Counsel

By: _____
Thomas Weaver
Regional Administrator

Date: _____

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

Reviewed by County Attorney's Office

By: Phil MacMath

Date: 8/15/04

By: _____
Rafael E. Ortega
Its: Chair

Date: _____

By: Kathryn DeSpiegelaere
Kathryn DeSpiegelaere
Its: Director

Date: 8/14/06

Reviewed by County Attorney's Office

By: _____

Date: _____

**HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY**

By: _____
Chair of Its Board

Date: _____

By: _____
Its Executive/Deputy Director

Date: _____

Attest: _____
Clerk/Deputy Clerk of Its Board

Date: _____

Ramsey County Regional Railroad Authority

6560 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
David Twa, County Manager

From: Kathryn DeSpiegelaere, Director *KE*

Subject: Central Corridor Memorandum of Understanding

Date: August 21, 2006

The Memorandum of Understanding with Ramsey and Hennepin County Regional Railroad Authorities and the Metropolitan Council has been revised and returned by the Metropolitan Council to Commissioners Ortega and McLaughlin. A copy of the most recent Metropolitan Council proposal is attached.

In conversations with Commissioner McLaughlin and Ortega, the following changes are recommended to the August 18 Metropolitan Council proposal:

- (1) Section 1.01 (b) of the Ramsey/Hennepin proposal included the sentence, "Local match funds that are made available from sources other than the State of Minnesota, HCRRA and RCRRA shall be used to proportionately reduce the local match contribution to be received from the State of Minnesota, HCRRA and RCRRA." This section should be retained.
- (2) The net subsidy issue needs resolution. The MOU should state that this issue should be discussed and resolved by all parties to the agreement before the Full Funding Grant Agreement is executed with the Federal Transit Administration. Section 2.01 (b) should reference this.
- (3) Section 2.02 The level of service issue approval by the Railroad Authorities was deleted by the Metropolitan Council. The Memorandum of Understanding should acknowledge that this issue needs to be discussed and resolved by the parties to the agreement before the Full Funding Grant Agreement is executed with the Federal Transit Administration.
- (4) Section 1.03. The language deleted by the Metropolitan Council, "The Council shall provide the RRAs such documentation as requested by the RRA's to satisfy themselves that the payment amounts requested by the Council are appropriate

and in accordance with the obligations of the RRA's under this Memorandum of Understanding," should be retained.

(4) The second recital should be amended to read as follows:

2. If implemented, the Central Corridor Transitway is contemplated to be operated as a Light Rail Transit (LRT) system between Downtown Minneapolis and the Union Depot in Downtown St. Paul via Washington and University Avenues.

Also, add the following section in the body of the agreement:

3.09 Recitals. The recitals at the beginning of this Memorandum of Understanding are incorporated herein and binding upon the parties as if fully set forth in the body of the Memorandum of Understanding.

This MOU is required to be executed by September 1, 2006. Hennepin County Regional Railroad Authority is meeting on August 29 to take action on it. Ramsey County Regional Railroad Authority has no meeting on August 29. Therefore, at the August 22, 2006 Regional Railroad Authority meeting, it is proposed that you authorize Commissioner Ortega to negotiate with Hennepin County Regional Railroad Authority and the Metropolitan Council on behalf of Ramsey County Regional Railroad Authority within the parameters outlined above.

 Metropolitan Council

August 18, 2006

Commissioner Peter McLaughlin
Hennepin County Regional Rail Authority
2400 Government Center
300 S. Sixth Street
Minneapolis, MN 55487

Commissioner Raphael Ortega
Ramsey County Regional Rail Authority
RCGC-West, Suite 6560
50 W. Kellogg Boulevard
St. Paul, MN 55102

Gentlemen:

Thank you for commenting on the draft Memorandum of Understanding (MOU) regarding local funding obligations for the Central Corridor LRT line. I have reviewed your proposed revisions, and am transmitting a revised, final draft of the MOU. For your convenience, I have enclosed a red-lined draft of our original MOU, with the new changes highlighted in red.

Time is of the essence insofar as the final MOU must be executed and submitted to the Commissioner of Finance by September 1st. Accordingly, our inclination was to keep the scope of the MOU narrowly tailored to what the statute requires. To that end, we incorporated many of your changes, but left out those items that we had concerns about, and those that could be addressed in a subsequent agreement.

The revisions we have accepted include the following:

- Where appropriate, we changed "agreement" to "Memorandum of Understanding;"
- Inserted "LRT" when referring to the "Central Corridor Transitway;"
- Identified the specific amount of the legislative appropriation by inserting "\$7.8 million" ("Whereas" paragraph 3);
- Deleted the reference to RRA capital funding being tied to projected construction miles of the LRT transitway (formerly section 1.01(b));
- Added the University of Minnesota as a potential source of local funding (now section 1.01(b));
- Added language requiring that documentation accompany requests for capital payments (section 1.03);
- Changed RCRA and HCRA operating share allocations from 63%/37% to 70%/30% (section 2.01(a));
- Deleted the reference to RRA operations funding being tied to projected operating miles of the LRT transitway (formerly section 2.01(b));
- Incorporate the edits you suggested to section 2.02, with the exception noted below;

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- In section 3.05, clarified the acknowledgement that the MOU may need to be amended to reflect future changes in law, without specifically referencing any particular provision. Calling attention to specific provisions isn't necessary and would create other problems.
- Added the conflict resolution language you suggested (section 3.08).

You had suggested some other changes that are not reflected in our final draft, for the reasons that follow:

- Local funding obligations. By statute, the MOU must require the RRAs "be responsible for at least one-third of the state and local match," so the MOU reflects that language (1.01(a)). With respect to the operating subsidy, however, we had "not less than" one-half. . . , you proposed "not more than" one-half. . . , and we've compromised by including no qualifier at all (2.01(a)).
- Impact of other local funds. Since we have had no discussions about how other potential local funds might affect the state and RRA obligations, we left the MOU silent on this topic.
- Timing and payment of operating funds. This item will need to be addressed in a cooperative funding agreement before the FTA approves a Full Funding Grant Agreement, so we did not address the details in section 2.03 of the MOU.
- Calculation of "net subsidy." We have concerns about this provision which will not be resolved before September 1st, so we've left the MOU silent on this item.
- Level of service. The Council agrees to consult with the RRAs regarding service levels, but ultimately decisions regarding service levels must reside with the Metropolitan Council. Accordingly, we omitted your language requiring RRA "approval" of the level of service in the corridor (2.02).

Certainly, the MOU is not intended to be an all-encompassing funding agreement. It is simply intended to satisfy the legislative mandate. To the extent that we have unresolved funding issues, they will undoubtedly be addressed and resolved as part of the cooperative funding agreements that the Federal Transit Administration will require as a prerequisite to a Full-Funding Grant Agreement.

Passed by Trans. Comm. Aug 14.
The Metropolitan Council will be acting on the final MOU on Wednesday, August 23rd.

Again, we appreciate our partnership with you and the Regional Railroad Authorities, and we look forward to working with you on the many challenges ahead.

Sincerely,



Peter Bell
Chair, Metropolitan Council

- c: Tom Weaver, Metropolitan Council
Commissioner Peggy Ingison, Dept. of Finance
Jenny Glumack, Office of Governor Tim Pawlenty

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE METROPOLITAN COUNCIL,
THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, AND
THE HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY
REGARDING FUTURE FUNDING
OF THE CENTRAL CORRIDOR TRANSITWAY**

This Memorandum Of Understanding is entered into by and between the Metropolitan Council (Council), the Ramsey County Regional Railroad Authority (RCRRA), and the Hennepin County Regional Railroad Authority (HCRRA).

WHEREAS:

1. The parties to this Memorandum of Understanding have been involved in various activities regarding the development of a Central Corridor Transitway running between Downtown Minneapolis and Downtown St. Paul, generally via Washington and University Avenues.
2. If implemented, the Central Corridor Transitway is contemplated to be operated as a Light Rail Transit (LRT) system.
3. The State of Minnesota during the 2006 Legislative Session appropriated seven million eight hundred thousand dollars (\$7,800,000) to the Metropolitan Council in order to conduct environmental studies, complete preliminary engineering, and design the Central Corridor Transitway (also known as the Central Corridor LRT Project). The appropriation is contained in 2006 Minnesota Laws, Chapter 258, Section 17, Subdivision 4.
4. The said appropriation includes the following language:

This appropriation is not available until the commissioner of finance has determined that, by September 1, 2006, the Metropolitan Council, the Ramsey County Regional Rail Authority, and the Hennepin County Regional Rail Authority have entered into a memorandum of understanding that specifies future expected funding shares for operating and capital for the Central Corridor Transit Way. The agreement must require that the named agencies be responsible for at least one-third of the state and local match to federal new-start capital funding.

5. This Memorandum of Understanding is being entered into by and between the parties in order to fulfill the requirements of the referenced law.

NOW, THEREFORE, the above-named parties hereby agree as follows:

ARTICLE 1. CAPITAL FUNDING

1.01 Agreement to Provide Local Capital Match Funds

(a) With respect to any new-start capital funding or any other federal capital funding that may become available for design or construction of the Central Corridor Transitway, the RCRRA and HCRRA agree to provide funding for at least one-third of any required local match to the federal capital funds. The RCRRA share shall be 70% of such commitment and the HCRRA share shall be 30% of such commitment.

(b) For the purposes of this Memorandum of Understanding, the term "local match" means matching funds for design and construction of the Central Corridor Transitway derived from the State of Minnesota, the University of Minnesota, local units of government, and/or private contributors.

1.02 Council Not Required to Provide Direct Capital Funds. The Council is not required to provide any capital funds as a match to federal funds that may become available for use in design or construction of the Central Corridor Transitway, except to the extent funds are appropriated to the Council by the State of Minnesota for that specific purpose or to the extent the Council obtains funds from third parties specifically for such purpose, by gift or other means.

1.03 Timing and Payment of Capital Funds. All capital funds to be paid by RCRRA and HCRRA under this Article 1 shall be paid to such persons, at such times, and in such installment amounts as may be directed by the Council. The Council shall include documentation with each such payment request indicating the basis for the payment request.

ARTICLE 2. OPERATIONS FUNDING

2.01 Agreement to Provide Operations Funds

(a) With respect to funding operation of Light Rail Transit (LRT) in the Central Corridor Transitway, the RCRRA and HCRRA agree to provide funding for one-half of the net subsidy amount needed to operate LRT in the transitway. The RCRRA share shall be 70% of such net subsidy amount and the HCRRA share shall 30% of such net subsidy amount.

(b) For the purposes of this Memorandum of Understanding, the term "net subsidy amount" for the Central Corridor Transitway shall mean the amount needed to operate LRT in the Central Corridor Transitway, less any passenger or other income or revenue allocated by the Council to operate LRT in the Central Corridor Transitway. Monies derived from the State of Minnesota or from Council funding (including any

property tax levied by the Council) shall not constitute income for the purposes of determining the net subsidy amount.

2.02 Council Operation of Central Corridor. Under current law, the Council shall be responsible for operation of the Central Corridor Transitway. In consultation with the RCRRA and the HCRRA, the Council shall determine the level of service to be provided in the corridor based on funds available to the Council for LRT transit operations from State of Minnesota appropriations, passenger revenue, grants or other sources of funds. Nothing in this Memorandum of Understanding shall be deemed a commitment on the part of the parties to this Memorandum of Understanding to any particular level of service for LRT in the Central Corridor Transitway.

2.03 Timing and Payment of Operating Funds. The timing and payment of all operating funds to be paid by RCRRA and HCRRA under this Article 2 shall be in accordance with the provisions of an operations funding agreement to be entered into between the parties at a later date.

ARTICLE 3. GENERAL PROVISIONS

3.01 Amendments. The terms of this Memorandum of Understanding may only be changed by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized representatives of all of the parties.

3.02 Assignment. No party may assign its obligations under this Memorandum of Understanding to another person or entity without the written consent of the other parties to this Memorandum of Understanding.

3.03 Interpretation. This Memorandum of Understanding is intended to implement the requirements for a Memorandum of Understanding in 2006 Minnesota Laws, Chapter 258, Section 17, Subdivision 4, and shall be interpreted accordingly.

3.04 Successors. This Memorandum of Understanding shall inure to the benefit of, and constitute a binding obligation upon, each party's successors and, if such assignment is consented to in accordance with section 3.02, each party's assigns.

3.05 Repeal or Modification. The parties recognize and acknowledge that the funding requirements in this Memorandum of Understanding may be repealed or modified by future law and that future amendment of this Memorandum of Understanding may be necessary in order to reflect any such changes in law.

3.06 Execution In Counterparts; Effective Date. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This

Memorandum of Understanding shall become effective when the executions of all parties are affixed to the document.

3.07 Submission to Commissioner of Finance. The Metropolitan Council, on behalf of the parties, shall submit an executed copy of this Memorandum of Understanding to the Commissioner of Finance so that the Commissioner can make the determination provided for in 2006 Minnesota Laws, Chapter 258, Section 17, Subdivision 4.

3.08 Conflict Resolution. If a dispute should arise between or among the parties to this Memorandum of Understanding with respect to any of its provisions, the parties involved agree to attempt to settle such dispute through the use of a mediator mutually acceptable to the parties involved in the dispute prior to the initiation of any legal action on the part of any of the parties involved in the dispute with respect to this Memorandum of Understanding, any of its provisions, and/or its enforcement. The costs of such mediation shall be shared in accordance with an amendment to this Memorandum of Understanding entered into prior to mediation which specifically addresses the responsibility of each party for the expenses of such mediation.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates indicated below.

METROPOLITAN COUNCIL

Approved as to form:

Metropolitan Council
Office of General Counsel

By: _____
Thomas Weaver
Regional Administrator

Date: _____

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

Reviewed by County Attorney's Office

By: _____

Date: _____

By: _____

Rafael E. Ortega

Its: Chair

Date: _____

By: _____

Kathryn DeSpiegelaere

Its: Director

Date: _____

**HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY**

Reviewed by County Attorney's Office

By: _____

Date: _____

By: _____

Chair of Its Board

Date: _____

By: _____

Its Executive/Deputy Director

Date: _____

Attest: _____

Clerk/Deputy Clerk of Its Board

Date: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE METROPOLITAN COUNCIL,
THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, AND
THE HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY
REGARDING FUTURE FUNDING
OF THE CENTRAL CORRIDOR TRANSITWAY

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This Memorandum Of Understanding is entered into by and between the Metropolitan Council (Council), the Ramsey County Regional Railroad Authority (RCRRA), and the Hennepin County Regional Railroad Authority (HCRRA).

Deleted: Rail

Deleted: Rail

WHEREAS:

1. The parties to this Memorandum of Understanding have been involved in various activities regarding the development of a Central Corridor Transitway running between Downtown Minneapolis and Downtown St. Paul, generally via Washington and University Avenues.
2. If implemented, the Central Corridor Transitway is contemplated to be operated as a Light Rail Transit (LRT) system.
3. The State of Minnesota during the 2006 Legislative Session appropriated seven million eight hundred thousand dollars (\$7,800,000) to the Metropolitan Council in order to conduct environmental studies, complete preliminary engineering, and design the Central Corridor Transitway (also known as the Central Corridor LRT Project). The appropriation is contained in 2006 Minnesota Laws, Chapter 258, Section 17, Subdivision 4.
4. The said appropriation includes the following language:

Deleted: agreement

Deleted: certain funds

This appropriation is not available until the commissioner of finance has determined that, by September 1, 2006, the Metropolitan Council, the Ramsey County Regional Rail Authority, and the Hennepin County Regional Rail Authority have entered into a memorandum of understanding that specifies future expected funding shares for operating and capital for the Central Corridor Transit Way. The agreement must require that the named agencies be responsible for at least one-third of the state and local match to federal new-start capital funding.

5. This Memorandum of Understanding is being entered into by and between the parties in order to fulfill the requirements of the referenced law.

NOW, THEREFORE, the above-named parties hereby agree as follows:

ARTICLE 1. CAPITAL FUNDING

1.01 Agreement to Provide Local Capital Match Funds

(a) With respect to any new-start capital funding or any other federal capital funding that may become available for design or construction of the Central Corridor Transitway, the RCRRRA and HCRRA agree to provide funding for at least one-third of any required local match to the federal capital funds. The RCRRRA share shall be 70% of such commitment and the HCRRA share shall be 30% of such commitment.

(b) For the purposes of this Memorandum of Understanding, the term "local match" means matching funds for design and construction of the Central Corridor Transitway derived from the State of Minnesota, the University of Minnesota, local units of government, and/or private contributors.

1.02 Council Not Required to Provide Direct Capital Funds. The Council is not required to provide any capital funds as a match to federal funds that may become available for use in design or construction of the Central Corridor Transitway, except to the extent funds are appropriated to the Council by the State of Minnesota for that specific purpose or to the extent the Council obtains funds from third parties specifically for such purpose, by gift or other means.

1.03 Timing and Payment of Capital Funds. All capital funds to be paid by RCRRRA and HCRRA under this Article 1 shall be paid to such persons, at such times, and in such installment amounts as may be directed by the Council. The Council shall include documentation with each such payment request indicating the basis for the payment request.

ARTICLE 2. OPERATIONS FUNDING

2.01 Agreement to Provide Operations Funds

(a) With respect to funding operation of Light Rail Transit (LRT) in the Central Corridor Transitway, the RCRRRA and HCRRA agree to provide funding for one-half of the net subsidy amount needed to operate LRT in the transitway. The RCRRRA share shall be 70% of such net subsidy amount and the HCRRA share shall 30% of such net subsidy amount.

(b) For the purposes of this Memorandum of Understanding, the term "net subsidy amount" for the Central Corridor Transitway shall mean the amount needed to operate LRT in the Central Corridor Transitway, less any passenger or other income or revenue allocated by the Council to operate LRT in the Central Corridor Transitway. Monies derived from the State of Minnesota or from Council funding (including any

Deleted: not less than

Deleted: The parties acknowledge that the RCRRRA and HCRRA shares of the local match specified in the previous paragraph are based on the currently projected 9.75 construction miles for the transitway (from the junction with the Hiawatha LRT Line to the Union Depot in St. Paul) and the percentage of those miles currently projected to be located in Ramsey County and Hennepin County respectively. If, upon completion of preliminary or final design of the transitway, the percentage of construction miles for the transitway located in the two counties varies from the percentages stated in the previous paragraph, the parties shall enter into an amendment of this agreement in order to reflect the final percentage of construction miles in each county.¶
(c)

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Deleted: not less than

Deleted: 63%

Deleted: 37%

Deleted: The parties acknowledge that the RCRRRA and HCRRA shares of the net subsidy amount specified in the previous paragraph are based on the currently projected 10.80 revenue track miles for the transitway (from the Minneapolis multi-modal station to the Union Depot in St. Paul) and the percentage of those miles currently projected to be located in Ramsey County and Hennepin County respectively. If, upon completion of construction of the transitway, the percentage of revenue track miles for the transitway located in the two counties varies from the percentages stated in the previous paragraph, the parties shall enter into an amendment of this agreement in order to reflect the final constructed percentage of revenue track miles in each county.¶
(c)

Deleted: agreement

Deleted: appropriations

property tax levied by the Council) shall not constitute income for the purposes of determining the net subsidy amount.

2.02 Council Operation of Central Corridor. Under current law, the Council shall be responsible for operation of the Central Corridor Transitway. In consultation with the RCRRA and the HCRRA, the Council shall determine the level of service to be provided in the corridor based on funds available to the Council for LRT transit operations from State of Minnesota appropriations, passenger revenue, grants or other sources of funds. Nothing in this Memorandum of Understanding shall be deemed a commitment on the part of the parties to this Memorandum of Understanding to any particular level of service for LRT in the Central Corridor Transitway.

Deleted: at its discretion

Deleted: all

Deleted: Council

2.03 Timing and Payment of Operating Funds. The timing and payment of all operating funds to be paid by RCRRA and HCRRA under this Article 2 shall be in accordance with the provisions of an operations funding agreement to be entered into between the parties at a later date.

Deleted: A

Deleted: be paid to the Council at such times and in such installment amounts as may be directed by the Council

ARTICLE 3. GENERAL PROVISIONS

3.01 Amendments. The terms of this Memorandum of Understanding may only be changed by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized representatives of all of the parties.

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3.02 Assignment. No party may assign its obligations under this Memorandum of Understanding to another person or entity without the written consent of the other parties to this Memorandum of Understanding.

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Deleted: agreement

3.03 Interpretation. This Memorandum of Understanding is intended to implement the requirements for a Memorandum of Understanding in 2006 Minnesota Laws, Chapter 258, Section 17, Subdivision 4, and shall be interpreted accordingly.

Deleted: agreement

3.04 Successors. This Memorandum of Understanding shall inure to the benefit of, and constitute a binding obligation upon, each party's successors and, if such assignment is consented to in accordance with section 3.02, each party's assigns.

Deleted: agreement

3.05 Repeal or Modification. The parties recognize and acknowledge that the funding requirements in this Memorandum of Understanding may be repealed or modified by future law and that future amendment of this Memorandum of Understanding may be necessary in order to reflect any such changes in law.

3.06 Execution In Counterparts; Effective Date. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This

Memorandum of Understanding shall become effective when the executions of all parties are affixed to the document.

3.07 Submission to Commissioner of Finance. The Metropolitan Council, on behalf of the parties, shall submit an executed copy of this Memorandum of Understanding to the Commissioner of Finance so that the Commissioner can make the determination provided for in 2006 Minnesota Laws, Chapter 258, Section 17, Subdivision 4.

Deleted: agreement

3.08 Conflict Resolution. If a dispute should arise between or among the parties to this Memorandum of Understanding with respect to any of its provisions, the parties involved agree to attempt to settle such dispute through the use of a mediator mutually acceptable to the parties involved in the dispute prior to the initiation of any legal action on the part of any of the parties involved in the dispute with respect to this Memorandum of Understanding, any of its provisions, and/or its enforcement. The costs of such mediation shall be shared in accordance with an amendment to this Memorandum of Understanding entered into prior to mediation which specifically addresses the responsibility of each party for the expenses of such mediation.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates indicated below.

Deleted: agreement

METROPOLITAN COUNCIL

Approved as to form:

By: _____
Thomas Weaver
Regional Administrator

Metropolitan Council
Office of General Counsel

Date: _____

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

Reviewed by County Attorney's Office

By: _____

Date: _____

By: _____

Rafael E. Ortega

Its: Chair

Date: _____

By: _____

Kathryn DeSpiegelaere

Its: Director

Date: _____

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

Reviewed by County Attorney's Office

By: _____

Date: _____

By: _____

Chair of Its Board

Date: _____

By: _____

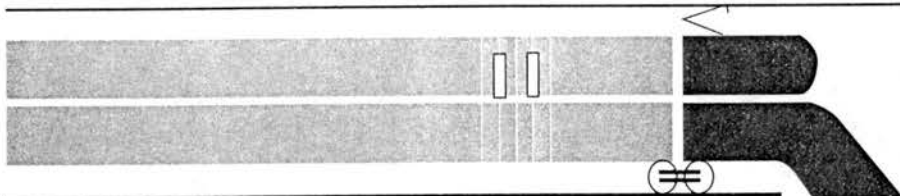
Its Executive/Deputy Director

Date: _____

Attest: _____

Clerk/Deputy Clerk of Its Board

Date: _____



Ramsey County Regional Railroad Authority

6560 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

September 12, 2006

Immediately following the County Board Meeting or at 1:45 p.m.

Third Floor Council Chambers Courthouse

ADMINISTRATIVE AGENDA

1. * Approve minutes from August 29, 2006 meeting.
2. * Ratify Partial Payment No. 31 in the amount of \$35,663.40 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for June 2006.

POLICY AGENDA

3. * Certify maximum levy for Ramsey County Regional Railroad Authority for 2007.
4. * Appointments to Robert Street Corridor Steering Committee.
5. State legislative requests.

* Action is requested

1

Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on August 22, 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: Joe Bagnoli, Kathy DeSpiegelaere, Kathy Kapoun, Julie Kleinshmidt,
Dave MacMillan, Jane McClure, Terry Speiker, Angie Taylor

Chair Ortega called the RCRRA meeting to order at 10:09 a.m.

ADMINISTRATIVE AGENDA

1. Approve minutes from August 22, 2006 RCRRA meeting

A motion was made by Commissioner Parker, seconded by Commissioner Carter, to approve the minutes from the August 22, 2006 RCRRA meeting.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

2. Approve Memorandum of Understanding and authorize Chair to execute the Memorandum of Understanding

A motion was made by Commissioner Parker, seconded by Commissioner Reinhardt, to approve the Memorandum of Understanding and authorize the Chair to execute the Memorandum of Understanding.

Commissioner Parker requested, and Commissioner Ortega agreed, to summarize the changes that were made to the Memorandum of Understanding (MOU) that was presented at the August 22, 2006 Ramsey County Regional Railroad Authority (RCRRA) Board meeting.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6, Nays – 1
Motion accepted.

WHEREAS, State law requires that an agreement be reached before September 1, 2006 by Ramsey County Regional Railroad Authority, Hennepin County Regional Railroad Authority and the Metropolitan Council on Central Corridor light rail transit cost sharing; and

WHEREAS, The Memorandum of Understanding has been agreed to by the Chairs of the Ramsey and Hennepin County Regional Railroad Authorities; Now, Therefore, Be It

RESOLVED, That the members of the Ramsey County Regional Railroad Authority hereby approve the Memorandum of Understanding dated August 29, 2006 and authorize the Chair of the Ramsey County Regional Railroad Authority to execute the Memorandum of Understanding.

The meeting adjourned at 10:38 a. m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. P. Spigeland
Authorized Signature

9/11/06
Date

Board Action Requested

Ratify Partial Payment No. 31 in the amount of \$35,663.40 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for June 2006.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution
 - 2) Accounts Payable forms and Partial Payment No.31
 - 3) DMJM+Harris, Inc. Invoice No. 6019536(31), and attachments

Budgeting and Accounting

Lactin A/B

County Attorney

W. Max Miller

Risk Management

Documentation certified complete for:

September 12, 2006
Board Date

Angeline Taylor
Signature

8/31/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: R06-

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 June 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, DMJM+Harris, Inc. Invoice No. 6019536, Partial Payment No. 31, in the amount of \$35,663.40 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through June 30, 2006; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$35,663.40 for services rendered through June 30, 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: 00003924

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date: 08.Aug.2006
Run Time: 2:19:56 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
08.Aug.2006	6019536(31)	19.Jul.2006	0000155333	DMJM+HARRIS, INC.	ONL	LONGHEKR P		08.Aug.2006	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$35,663.40	\$0.00	1178 PAYSHERE CIRCLE			CHICAGO	IL	60674		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000956	\$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	\$35,663.40		\$35,663.40		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			\$35,663.40			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							

6



Business Unit: RRA
Voucher ID: 00003924

VOUCHER
Purchase Order Voucher

Page No. 2
Run Date 08.Aug.2006
Run Time 2:19:56 PM

Report ID: RMAP19

Payment Comments-Check Stub

Invoice No. 6019536(31), dated 7/19/06
Services on the Central Corridor Phase 2 study for 5/27/06-6/30/06

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 *H. Delacruz* Date 8/11/06

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: 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: 99999999999999

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	

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

	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
Connetics	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$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

Invoice #1	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
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$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

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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	\$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	Invoice #25	Invoice #26	Invoice #27	Invoice #28	Invoice #29	Invoice #30	Invoice #31
11/26/05-12/23/05	12/31/05-1/27/06	1/28/06-2/24/06	2/25/06-3/31/06	4/1/06-4/28/06	1/13/04-12/30/05	4/29/06-5/26/06	5/27/06-6/30/06
\$420.70	\$198.57	\$190.86	\$1,843.54	\$4,487.72	\$0.00	\$6,846.62	\$10,820.30
\$567.95	\$268.07	\$257.66	\$2,488.78	\$6,058.42	\$0.00	\$9,242.94	\$14,607.41
\$988.65	\$466.64	\$448.52	\$4,332.32	\$10,546.14	\$0.00	\$16,089.56	\$25,427.71
\$108.75	\$51.33	\$49.34	\$476.56	\$1,160.08	\$0.00	\$1,769.85	\$2,797.05
\$1,097.40	\$517.97	\$497.86	\$4,808.87	\$11,706.22	\$0.00	\$17,859.41	\$28,224.75
\$13,883.35	\$21,355.65	\$11,923.13	\$22,503.49	\$3,531.24	\$0.00	\$9,230.54	\$9,315.67
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$14,980.75	\$21,873.62	\$12,420.99	\$27,312.36	\$15,237.46	\$0.00	\$27,089.95	\$37,540.42
\$749.04	\$1,093.68	\$621.05	\$1,365.62	\$761.87	-\$79,015.90	\$1,354.50	\$1,877.02
\$14,231.71	\$20,779.94	\$11,799.94	\$25,946.75	\$14,475.58	\$79,015.90	\$25,735.45	\$35,663.40
\$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	\$853.15	\$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	\$2,718.40	\$0.00	\$7,208.15	\$0.00
\$4,950.00	\$3,840.00	\$0.00	\$1,725.00	\$0.00	\$0.00	\$0.00	\$1,145.00
\$0.00	\$0.00	\$11,878.59	\$4,928.35	\$631.84	\$0.00	\$0.00	\$758.21
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$853.15	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$11,878.59	\$4,928.35	\$631.84	\$0.00	\$0.00	\$758.21
\$0.00	\$0.00	\$11,878.59	\$4,928.35	\$631.84	\$0.00	\$853.15	\$758.21
0.00%	0.00%	95.63%	18.04%	4.15%	0.00%	3.16%	2.02%
\$1,097.40	\$207.31	\$506.92	\$3,884.89	\$1,575.35	\$0.00	\$0.00	\$20,770.68
\$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
\$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
\$13,868.01	\$21,139.48	\$0.00	\$1,725.00	\$0.00	\$0.00	\$0.00	\$1,145.00
\$15.34	\$8.86	\$35.48	\$18.98	\$0.00	\$0.00	\$9.49	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$853.15	\$0.00
\$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	\$3,350.24	\$0.00	\$7,208.15	\$758.21
\$0.00	\$0.00	\$0.00	\$939.58	\$10,311.87	\$0.00	\$19,019.16	\$14,866.53
\$1,501,302.05	\$1,522,081.99	\$1,533,881.93	\$1,559,828.67	\$1,574,304.26	\$1,653,320.16	\$1,679,055.61	\$1,714,719.01
\$588,587.95	\$567,808.01	\$556,008.07	\$530,061.33	\$515,585.74	\$436,569.84	\$410,834.39	\$375,170.99
\$1,201,041.64	\$1,217,665.59	\$1,227,105.54	\$1,247,862.94	\$1,259,443.40	\$1,322,656.12	\$1,343,244.49	\$1,371,775.21

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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: July 19, 2006
Invoice No.: 6019536(30)
Job No.: 46106124
Customer No.: 3001

Attn: Steven Morris

Re: Central Corridor Project

PROJECT BILLING SUMMARY

FOR SERVICES PERFORMED FROM MAY 27 THROUGH JUNE 30, 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	\$20,770.68	\$236,776.60	\$257,547.28	98%				
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	\$1,145.00	\$356,835.50	\$357,980.50	90%				
7	\$ 176,108.74	\$ 176,109.00	\$0.00	\$170,873.72	\$170,873.72	97%				
8		\$ 10,000.00	\$0.00	\$7,032.23	\$7,032.23	70%				
9		\$ 22,000.00	\$0.00	\$21,994.33	\$21,994.33	100%				
10		\$ 70,000.00	\$758.21	\$43,180.89	\$43,939.09	63%				
11		\$ 269,166.00	\$14,866.54	\$30,270.61	\$45,137.14	17%				
Project Total	\$ 1,709,797.10	\$ 2,089,890.00	\$37,540.43	\$1,707,544.54	\$1,745,084.96	83.5%				\$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	\$35,637.22	\$753,812.91	\$789,450.13	82.3%				
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	\$1,145.00	\$19,410.60	\$20,555.60	82.2%				
Connetics		\$ 20,000.00	\$758.21	\$17,438.78	\$18,196.99	91.0%				
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	\$113,449.19	\$113,449.19	98.3%				
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	\$344,757.74	\$344,757.74	88.1%				
Project Total	\$ 1,709,797.10	\$ 2,089,890.00	\$37,540.43	\$1,707,544.54	\$1,745,084.97	102.1%				

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	\$113,449.19	\$113,449.19	6.5%				
Connetics		\$ 20,000.00	\$758.21	\$17,438.78	\$18,196.99	1.0%				
Enviroscience	\$ 143,506.48	\$ 168,506.00	\$0.00	\$123,206.51	\$123,206.51	7.1%				
Project Total	\$ 251,919.48	\$ 303,919.00	\$758.21	\$254,094.49	\$254,852.70	14.6%				

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

ORIGINAL



10

DBE Progress/Project Report

Project #:	46106124.0001	DBE Progress Report #:	27
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:	\$ 1,745,084.96
Total Contract Amount:	\$ 2,089,890.00	Percent Billed to Date:	84%
Contract Dollars Expended:	\$ 1,745,084.96	Payment Claim #:	30
Contract Dollars Remaining:	\$ 344,805.04		

Utilization Goal: 15%
Reporting Period: From May 27, 2006 through June 30, 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	\$113,449.20
Enviroscience	\$143,506.48	\$168,506.00	\$0.00	\$123,206.51
Connetics	\$0.00	\$20,000.00	\$758.21	\$18,196.99
DBE Totals:		\$303,919.00	\$758.21	\$254,852.70
Contract DBE % of Total Current Contracted Amount:				15%
Billed DBE % of Total Contract Amount Billed:				15%

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: 7/18/06
Title: Vice President/Unit Business Manager	

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.

Copy mailed to
 Pat Calder 8/7/06
 KAL

Invoice Date: July 19, 2006
 Invoice No.: 6019536(30)

DMJM+HARRIS COSTS				
LABOR				
Task #	Person	Hours	Rate	Labor Cost
✓ 1	Boone, Alan	81.0	\$63.32	\$5,128.92
1	Ives, Lisa	3.0	\$62.59	\$187.77
1	Mason, Beverly	75.0	\$35.28	\$2,646.00
11	Gough, Patrick	3.0	\$25.94	\$77.82
11	Ignacio-Skaggs, Donna	1.0	\$37.65	\$37.65
11	Ives, Lisa	37.0	\$62.59	\$2,315.83
11	Kim, Jaechel	4.0	\$29.26	\$117.04
11	Perricelli, Frank	6.5	\$47.58	\$309.27
Subtotal Labor				\$10,820.30
OVERHEAD				
		Labor	Rate	Total OH
		\$10,820.30	135.00%	\$14,607.42
Subtotal Labor + Overhead				\$25,427.72
FEE				
		Labor&OH	Rate	Total fee
		\$25,427.72	11%	\$2,797.05
ODCs				
Task #	Type	Amount		Total ODCs
✓ 11	Reproduction	\$5,902.00		\$5,902.00
✓ 11	Airfare (Gough)	\$720.71		\$720.71
11	Travel (Gough)	\$789.75		\$789.75
Total ODCs				\$7,412.46
DMJM+HARRIS INVOICE TOTAL				
	Total earned			\$35,637.22
	Retainage @ 5%			\$1,781.86
Total Invoiced Amount				\$33,855.36
SUBCONSULTANT COSTS				
Task #	Firm	Cost		Total Sub Costs
✓ 10	Connetics	\$758.21		\$758.21
✓ 6	PB Consult	\$1,145.00		\$1,145.00
SUBCONSULTANT TOTAL				
	Total earned			\$1,903.21
	Retainage @ 5%			\$95.16
Total Invoiced Amount				\$1,808.05
TOTAL NOW DUE				\$35,663.41

28,224.77

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

9/15/06
Date

Board Action Requested

Certify maximum levy for Ramsey County Regional Railroad Authority for 2007.

ACTION IS REQUESTED

Request Justification

- See attached information:
1. Proposed resolution; and
 2. Memorandum from K. DeSpiegelaere, dated 9/7/06.

Budgeting and Accounting

Kathleen Alf

County Attorney

Wilma Miller

Risk Management

Documentation certified complete for:

September 12, 2006
Board Date

Angeline Taylor
Signature

9/15/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Truth in Taxation Law requires the Ramsey County Regional Railroad Authority to certify a proposed maximum tax levy to the Property Records and Revenue Department (County Auditor) by September 15, 2006; and

WHEREAS, The Truth in Taxation Law includes a provision that the approved tax levy for the 2007 budget cannot be more than the proposed tax levy certified by the Ramsey County Regional Railroad Authority by September 15, 2006; and

WHEREAS, In order to continue to improve the quality of life and access to services in the region, to remain a partner in transit activities in the region with other agencies, including the Minnesota Department of Transportation, the seven metro county Regional Railroad Authorities, Metropolitan Council and Metro Transit; and

WHEREAS, The 2007 maximum allowable levy for Ramsey County Regional Railroad Authority is \$22,200,197; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby establishes the proposed net tax levy for the Truth in Taxation Law to finance the 2007 budget in the amount of \$19,938,811.

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

6560 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 *KS*

Subject: 2007 Budget and Proposed Tax Levy for Truth in Taxation Notice

Date: September 7, 2006

Attached is the 2007 budget approved by you at the December 20, 2005 RCRRA meeting.

The Truth in Taxation law requires the Ramsey County Regional Railroad Authority to certify a proposed net levy each year to the Property Records and Revenue Department. The levy must be certified by September 15, 2006, for 2007. The approved tax levy cannot exceed the certified levy.

Action on the certified levy will be taken by Ramsey County Regional Railroad Authority on September 12, 2006. The budget for 2007 was adopted in December, 2005.

The maximum levy for the Rail Authority in 2007 is estimated to be \$22,200,197. The proposed levy is \$19,938,811. This is an increase of 84.8% from last year's levy, which was \$10,787,079.

Significant events which influence the budget are:

- (1) Strengths: Ramsey County has significant strengths in its transit projects. Ramsey County transit projects make sense from a business perspective.

The Central Corridor, with its high transit ridership and connection of the two downtowns, the University of Minnesota, the Midway commercial and industrial area and the Capitol, is a location for a major transit investment that passes the common sense test. It is the backbone of the regional system, with extensions possible to Woodbury, West St. Paul, White Bear Lake, and many other suburban locations.

Union Depot in downtown St. Paul makes common sense as the hub for multimodal passenger rail and bus connections. Land is available to accommodate current and proposed transit services at Union Depot.

At long last, the Twin Cities opened a light rail line in 2004. The success of Hiawatha light rail will influence the willingness to fund a true regional transit system.

- (2) Support/partnerships: Commutes are unpredictable. There is an increased recognition of the need for a long-range transportation-funding package. Chambers of Commerce have made transportation funding a priority and have partnered on the Central Corridor.
- (3) Union Depot: Ramsey County Regional Railroad Authority (RCRRA) has continued work on Union Depot as a multimodal transportation hub. The Minnesota Congressional delegation has expressed strong interest in the project.
- (4) County precedent: Legislation was enacted in 2006 that requires Ramsey and Hennepin County Regional Railroad Authorities to fund half of the operating costs of the Central light rail line. Additionally, it requires the two counties to fund 1/3 of the nonfederal share of capital costs of the Central LRT line.
- (5) Previous RCRRA action: RCRRA's share of capital projects (Central, Union Depot, including high speed rail, Red Rock, Rush, Northeast Diagonal) for the next 10 years was estimated in 2002 at \$140 million. RCRRA in 2003 began setting aside funds in a reserve account that would establish a foundation for a subsequent bond issue or pay-as-you-go match for federal or other funding to implement transit projects. In 2005, RCRRA adopted a nine-year capital improvement plan to fund transit projects.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. O'Spina
Authorized Signature

9/1/06
Date

Board Action Requested

Appointments to Robert Street Corridor
Steering Committee.

ACTION IS REQUESTED

Request Justification

The Robert Street Corridor Steering Committee will have two members and one alternate from Ramsey County Regional Railroad Authority. Information on the committee structure and a proposed resolution are attached.

Budgeting and Accounting

Kathleen O'K

County Attorney

W. Mac Mill

Risk Management

Documentation certified complete for:

September 12, 2006
Board Date

Angelique Taylor
Signature

8/31/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: September 12, 2006 No.: R06-

WHEREAS, the Robert Street Corridor Steering Committee provides recommendations to the Dakota and Ramsey County Regional Railroad Authorities on the Robert Street Corridor transit work;

NOW, THEREFORE BE IT

RESOLVED, That Ramsey County Regional Railroad Authority appoints Rafael Ortega and Jim McDonough as members and Tony Bennett as alternate to the Robert Street Corridor Steering Committee.

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

ROBERT STREET CORRIDOR COMMITTEE STRUCTURE

8/06 Draft

Goals of the Robert Street Corridor Study Activities

- Mitigate congestion growth.
- Strengthen transportation foundations for future economic growth.
- Increase overall mobility, accessibility, and travel reliability.
- Create compelling transportation alternatives.

Robert Street Corridor Steering Committee

Roles and Responsibilities

1. The Robert Street Corridor Steering Committee serves an advisory role, and provides recommendations to the Dakota County Regional Railroad Authority (DCRRA) and the Ramsey County Regional Railroad Authority (RCRRA) regarding transportation planning and project development processes for the Robert Street Corridor Feasibility Study. Responsibilities include:
 - Assist in defining critical transportation issues.
 - Assist in identifying alternative roadway and transit strategies.
 - Review corridor study products and provide recommendations on major study decisions.
2. Provide communication between the Robert Street Corridor Steering Committee and businesses, cities, counties, affected agencies and organizations.
 - Link the Robert Street Corridor Steering Committee to businesses, residents and governments in the corridor.
 - Communicate Robert Street Corridor Steering Committee issues to members' organization.
 - Bring organizations' comments and concerns to the Robert Street Corridor Steering Committee.
 - Actively support Robert Street Corridor Steering Committee positions on transportation priorities and potential investments in the corridor.

The DCRRA shall serve as the lead agency for the Robert Street Corridor Feasibility Study and related study activities.

Robert Street Corridor Steering Committee Membership

Membership in the Robert Street Corridor Steering Committee shall consist of representatives of governments who have a direct interest in the corridor.

The cities of Saint Paul, West Saint Paul, South Saint Paul, Sunfish Lake, Lilydale, Inver Grove Heights, Eagan, Mendota Heights, Farmington, and Rosemount may appoint one member from the following groups to the Robert Street Corridor Steering Committee:

- Mayor or elected member of the city council
- City manager or administrator
- A business or community representative

Alternates may serve in proxy for each member when members are not able to attend Robert Street Corridor Steering Committee meetings. The appointment of city representatives shall occur by city council action to serve at the pleasure of the city council, or until the member becomes ineligible to serve.

The counties of Dakota and Ramsey shall appoint up to two Regional Railroad Authority members from districts adjacent to the Robert Street Corridor. The members shall serve at the pleasure of the Dakota and Ramsey County RRAs or until the member becomes ineligible to serve as an elected official. Each member may have an alternate who may be an elected or appointed official.

The Metropolitan Council may appoint a Council member for each council district adjacent to the Robert Street Corridor. The council members shall serve at the pleasure of the Metropolitan Council. Each member may have an alternate.

The Minnesota Valley Transit Authority (MVTA) and Metro Transit may appoint one Board Member and the Executive Director. The member shall serve at the pleasure of the respective Boards. The member may have an alternate.

Meetings

The Robert Street Corridor Steering Committee shall meet quarterly, or more often if necessary.

Decision Making

The Robert Street Corridor Steering Committee shall make decisions on a consensus basis. A vote may be called if more formal action is required.

Robert Street Corridor Technical Advisory Committee

A Technical Advisory Committee, consisting of planners, engineers, city administration or other technical professionals, shall be appointed to advise the Robert Street Corridor Steering Committee.

Roles and Responsibilities

- Provide regular technical input to the Robert Street Corridor Steering Committee.
- Provide guidance on technical decisions and work products within the corridor.
- Provide two-way communication between the technical activities of the Steering Committee and the member's respective government or agency.
- Receive and review comments from the Robert Street Corridor Steering Committee.

Committee Members

Each participating member may appoint one member to the Technical Advisory Committee. In addition, Metropolitan Council, MVTA, Metro Transit and the Minnesota Department of Transportation may each appoint one member to the Technical Advisory Committee. An alternate may be designated to serve in proxy when a member is unable to attend meetings of the Technical Advisory Committee.

Meetings

The Technical Advisory Committee shall meet as often as necessary.

Special Ad Hoc Local Advisory Committees

As the work of the Robert Street Corridor Steering Committee progresses, detailed transportation issues will be considered, which may cause the need for local interest representatives to meet and address specific site and development issues. The special ad hoc local advisory committee will be formed under the leadership of the Robert Street Corridor Steering Committee. Ad hoc committee members will consist of municipal, business, county and interested persons, and, as appropriate, transportation agency and major destination representatives. Once resolved, the issue resolution will be reported to the full Technical Committee and the Robert Street Corridor Steering Committee, at which time the local advisory committee shall no longer exist.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. D. Spiegeler
Authorized Signature

9/1/06
Date

Board Action Requested

State legislative requests.

DISCUSSION ONLY

Request Justification

Discussion will occur at the meeting about potential state legislative requests. The Metro Transitways Development Board is developing its 2007 legislative package and Commissioner McDonough will discuss the direction of that package at your meeting.

Ramsey County Regional Railroad Authority will consider if requests should be made for Central, Union Depot or Rush Line projects.

Budgeting and Accounting

Kathleen Alf

County Attorney

Risk Management

Documentation certified complete for:

September 12, 2006
Board Date

Angelique Taylor
Signature

8/31/06
Date

September 6, 2006

2007 State Bonding Request

PROJECT	AMOUNT REQUESTED	PURPOSE
Northstar Phase II – Fridley	5	Fridley Station
Northstar Phase II – St. Cloud	750,000	Update EA to Rice
Central		
Red Rock	500,000	Park/Ride – Red Wing & Hastings
Union Depot		
Rush Line		
Southwest	1	DEIS
Cambridge	500,000	
Robert Street	None	
Hiawatha	1	3 Car Station
Cedar	None	
Intermodal	None	
35-W	None	
Northwest	None	
I-94 East	?	

Metro Transitways Development Board

1

**2007 State Bonding Requests
Ramsey County Regional Railroad Authority**

Central Corridor light rail transit

Now that a decision has been made to proceed, the Central Corridor light rail transit project should be advanced as quickly as possible to save on inflation costs. If inflation is 3% annually, a year's delay on the project costs \$30 million plus.

The Federal Transit Administration is requiring much more detail for preliminary engineering. Staff had estimated preliminary engineering at \$45 million. If additional funds are available to do advanced preliminary engineering, then it is possible that the project timetable can be shortened, thus saving some costs. Funds spent on preliminary engineering are part of the project budget; they are not additional costs.

There is an ever-increasing focus on the federal level on the availability of state and local project funding early in the process.

The immediate need is for \$45 million for preliminary engineering.

The federal share is \$22.5 million (50%)

The state share is \$15 million (33%)

The Railroad Authority share is \$7.5 million (17%)

Available funds are \$28.35 million

Federal \$7.8 million

State \$13.05 million (\$5.25 2005; \$7.8 2006)

Railroad Authority \$7.5 million per memorandum of understanding.

The shortfall is \$16.65 million.

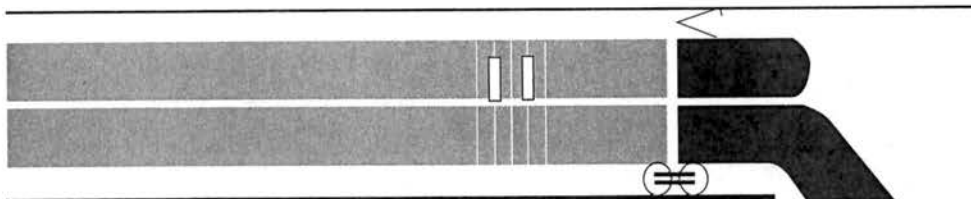
Request: **\$40 million** in bonding would provide the state share for preliminary engineering and would provide additional funds to demonstrate the state's commitment to funding the project. The additional funds would be used for advanced preliminary engineering.

Union Depot multi modal transit hub

Request: **\$9 million** is requested to match federal funds for Union Depot multi modal transit hub. The funds will be used for environmental, engineering, rehabilitation, property acquisition and construction work.

Rush Line Transit Corridor

Request: **\$500,000** is requested for transit facilities: park/ride, park pool, vans for vanpooling.



Ramsey County Regional Railroad Authority

6560 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

October 3, 2006

Immediately following the County Board Meeting

Third Floor Council Chambers Courthouse

ADMINISTRATIVE AGENDA

1. * Approve minutes from September 12, 2006 meeting.
2. * Charge to LOCATE.

POLICY AGENDA

3. Project Updates.
4. * Authorize the Chair to execute a contract with DMJM Harris for an amount not to exceed \$40,000 to study Central Corridor alternative downtown alignment.

* Action is requested

Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on September 12, 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: Joe Bagnoli, Kathy DeSpiegelaere, Julie Kleinshmidt, Kris Longhenry, Steve Morris, Jane McClure, Terry Speiker, Angie Taylor, David Twa, Alicia Vap

Chair Ortega called the RCRRRA meeting to order at 11:40 a.m.

ADMINISTRATIVE AGENDA

1. Approve minutes from August 29, 2006 RCRRRA meeting

A motion was made by Commissioner Bennett, seconded by Commissioner Rettman, to approve the minutes from the August 29, 2006 RCRRRA meeting.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

2. Ratify Partial Payment No. 31 in the amount of \$35,663.40 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for June 2006

A motion was made by Commissioner McDonough, seconded by Commissioner Bennett, to ratify Partial Payment No. 31 in the amount of \$35,663.40 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for June 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 June 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, DMJM+Harris, Inc. Invoice No. 6019536, Partial Payment No. 31, in the amount of \$35,663.40 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through June 30, 2006; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$35,663.40 for services rendered through June 30, 2006, is hereby ratified.

POLICY AGENDA

3. Certify maximum levy for Ramsey County Regional Railroad Authority for 2007

A motion was made by Commissioner Reinhardt, seconded by Commissioner Parker, to certify the maximum levy for Ramsey County Regional Railroad Authority for 2007.

Kathy DeSpiegelaere stated that the proposed levy amount, \$19,938,811, was the amount that was approved in 2005, when the 2006-2007 budget was adopted.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6, Nays – 1

Motion accepted.

WHEREAS, The Truth in Taxation Law requires the Ramsey County Regional Railroad Authority to certify a proposed maximum tax levy to the Property Records and Revenue Department (County Auditor) by September 15, 2006; and

WHEREAS, The Truth in Taxation Law includes a provision that the approved tax levy for the 2007 budget cannot be more than the proposed tax levy certified by the Ramsey County Regional Railroad Authority by September 15, 2006; and

WHEREAS, In order to continue to improve the quality of life and access to services in the region, to remain a partner in transit activities in the region with other agencies, including the Minnesota Department of Transportation, the seven metro county Regional Railroad Authorities, Metropolitan Council and Metro Transit; and

WHEREAS, The 2007 maximum allowable levy for Ramsey County Regional Railroad Authority is \$22,200,197; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby establishes the proposed net tax levy for the Truth in Taxation Law to finance the 2007 budget in the amount of \$19,938,811.

4. Appointments to Robert Street Corridor Steering Committee

A motion was made by Commissioner Reinhardt, seconded by Commissioner Carter, to ratify the appointments for the Robert Street Corridor Steering Committee.

Roll call vote was taken:

Ayes – 7; Nays – 0

Motion accepted.

WHEREAS, the Robert Street Corridor Steering Committee provides recommendations to the Dakota and Ramsey County Regional Railroad Authorities on the Robert Street Corridor transit work;

NOW, THEREFORE BE IT

RESOLVED, That Ramsey County Regional Railroad Authority appoints Rafael Ortega and Jim McDonough as members and Tony Bennett as alternate to the Robert Street Corridor Steering Committee.

5. State Legislative Requests

Kathy DeSpiegelaere reviewed the proposed State Bonding requests for the Central Corridor, Union Depot multi-modal transit hub, and the Rush Line corridor.

A motion was made by Commissioner Bennett, seconded by Commissioner Reinhardt, to submit the request for State Bonding as presented, subject to the concurrence of the representative groups after the information has been presented to them.

Roll call vote was taken:

Ayes – 7, Nays – 0

Motion Accepted.

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

WHEREAS, State transportation funds may be available in 2007 to support the provision of these services by local, regional and state units of government; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority requests state appropriations for 2007 for the following projects:

Central Corridor light rail transit, St. Paul to Minneapolis --- \$40 million for advanced engineering

Union Depot multi modal transit hub, St. Paul --- \$9 million for environmental, engineering, property acquisition, rehabilitation and construction

Rush Line transit corridor, St. Paul to Hinckley --- \$500,000 for park/ride, park/pool or vanpools.

The meeting adjourned at 12:00 p. m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. D. Sprague
Authorized Signature

Date

Board Action Requested

Charge to LOCATE.

ACTION IS REQUESTED

Request Justification

- See attached information:
1. Proposed resolution; and
 2. Charge to LOCATE.

Budgeting and Accounting

County Attorney

Neil MacIntyre

Risk Management

Documentation certified complete for:

October 3, 2006
Board Date

Angelique Taylor
Signature

9/26/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: October 3, 2006

No.: R06-

(Page 1 of 2)

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

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

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

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

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

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

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

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

RESOLUTION

Board of Ramsey County Regional Railroad Authority

(Page 2 of 2)

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

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

2

Charge to LOCATE
August 21, 2006

The acquisition of Union Depot property will be accomplished. This accomplishment is based on the previous work of LOCATE in recommending to Ramsey County Regional Railroad Authority a site for the multi modal transit hub in downtown St. Paul, investigation of other transit hubs which may have similarities to Union Depot, and guiding the work of staff and consultants who work on the Depot project.

The next phases of Union Depot work will be:

- Environmental clearance
- Continuing property acquisition
- Engineering
- Obtaining agency approvals
- Obtaining funding and meeting the funding requirements
- Renovation of structures
- Negotiations with users of the facility
- Construction of facilities needed for transportation elements of Phase I Union Depot (Central Corridor LRT, Amtrak, Jefferson and Greyhound Lines, Metro Transit buses)
- Obtaining agency approvals

LOCATE will review the work of the consultants working on the implementation of the project. The project manager and director will bring major work elements to LOCATE and its subcommittee FIND for recommendations. These will include the following deliverables from the program coordinator:

- (1) Requests for proposals for all work will be reviewed by FIND before they are issued. LOCATE will receive them for information.
- (2) Recommendations on consultant and contract selection will be made by FIND after review of information presented to it from the program coordinator. LOCATE will review and endorse the recommendation prior to its referral to RCRRA.
- (3) Project organization charts, outlines and details of roles and responsibilities will be reviewed by FIND and LOCATE.
- (4) The critical decision matrix will be reviewed by LOCATE and FIND.
- (5) The governance structure will be recommended to FIND and LOCATE.
- (6) The critical path chart will be presented LOCATE by the program coordinator at every meeting. This chart will outline the milestones from the current phase to completion of Phase I of the project. It will also include estimated dates for completion of the milestones.
- (7) A budget and funding chart which outlines the workplan, the schedule, budget and funding availability will be reviewed by FIND and LOCATE at least twice each year.
- (8) The program coordinator will report to LOCATE at each meeting on community engagement activities.

LOCATE will make recommendations to Ramsey County Regional Railroad Authority on the information listed above.

LOCATE will inform and advocate for the project, along with Ramsey County Regional Railroad Authority, at meetings with a variety of federal, state, and city agencies, elected officials, community groups and interested citizens regarding the project development of the multi modal transit hub.

LOCATE will coordinate work on Union Depot multi modal transit hub with the members' respective organizations or projects.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

9/25/06
Date

Board Action Requested

Project Updates.

DISCUSSION ONLY

Request Justification

Kathy DeSpiegelaere will discuss project status at the Rail Authority meeting.

Budgeting and Accounting

County Attorney

Will MacIntosh

Risk Management

Documentation certified complete for:

October 3, 2006
Board Date

Angeline Taylor
Signature

9/26/06
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathy DeSpiegelaere
Authorized Signature

9/27/06
Date

Board Action Requested

Authorize chair to execute a contract with DMJM Harris for an amount not to exceed \$40,000 for study of alternative downtown Central Corridor alignment.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution;
 - 2) Memorandum from Kathy DeSpiegelaere

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

October 3, 2006
Board Date

Angeline Taylor
Signature

9/26/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, Ramsey County Regional Railroad Authority is a participant in the Central Corridor light rail transit project; and

WHEREAS, A proposal has been made for a downtown loop light rail transit route that would serve many of the transit generators in the downtown St. Paul area; Now, therefore Be it

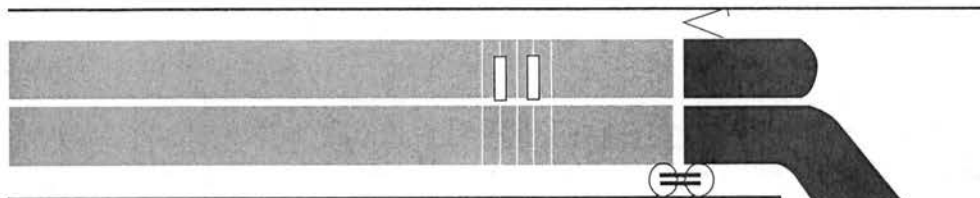
RESOLVED, That Ramsey County Regional Railroad authorizes its Chair to execute a contract with DJMJ Harris for an amount not to exceed \$40,000 for the conceptual study of the downtown loop light rail transit alignment.

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

6560 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: Request for approval to negotiate a contract to evaluate alternate Central Corridor downtown alignment

Date: September 27, 2006

A modification has been suggested to the route proposed for Central Corridor light rail transit in downtown Saint Paul. In order to assess whether the new route should be considered in preliminary engineering, the construction and operating cost, ridership estimates, and travel time estimates should be evaluated.

The proposed alignment can be generally described as a one-way loop that would operate as follows:

- South on Rice with a station at University and Rice
- Station two blocks south of University on Rice
- South on John Ireland with station near cathedral
- SE in front of the cathedral on structure over I-35E Station at Smith or West 7th (either elevated or at grade)
- East on Kellogg with a station at Science Museum
- Station at Wabasha
- East on 2nd Street down to concourse level behind Depot with station at Depot
- Leave Depot on Wacouta (structure probably required)
- North to 7th with station at 7th
- Follow 7th to Jackson with station at Jackson
- North on Jackson with station at Regions Hospital
- West on University with line depressed behind Capitol
- Rejoin eastbound line at Rice.

In order to complete the evaluation in a timely manner, staff has contacted DMJM Harris since they are familiar with the project and have done the current ridership and travel time estimates.

A scope of work has been developed that includes the following categories:

Task 1 – Develop operating plan and cost estimates

Task 2 – Estimate capital costs

Task 3 – Generate ridership and travel time information

Task 4 – Evaluate cost-effectiveness impacts and prepare report

The estimated budget is \$40,000 and the work can be completed within two months.

Staff requests permission to negotiate a contract with DMJM Harris for the Chairman's signature to complete the project within 60 days at a price not to exceed \$40,000. The contract would contain the standard provisions used by the Rail Authority.