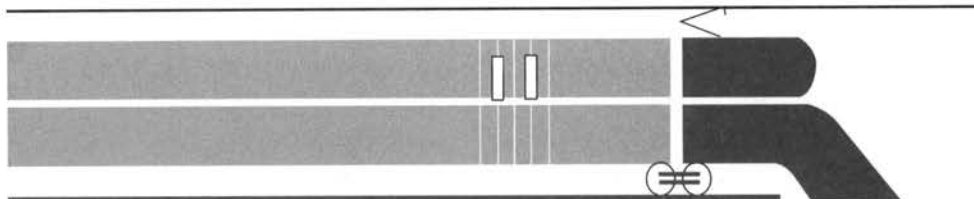




Ramsey County Regional Railroad Authority.  
Records.

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**Ramsey County Regional Railroad Authority**

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

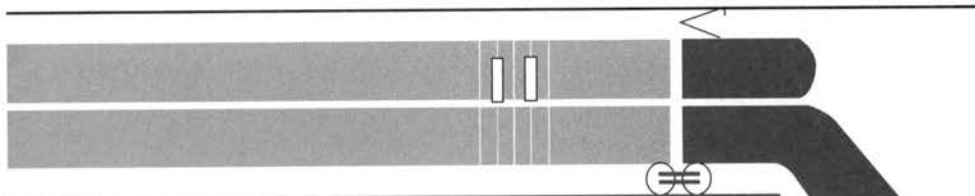
## **AGENDA**

### **Regional Railroad Authority Work Session**

**June 5, 2007**

**Room 220 Courthouse  
Large Conference Room**

1. Central Corridor Agreement.



## **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 Fischer, Director

**Subject:** Central Corridor Preliminary Engineering Funding Agreement

**Date:** June 1, 2007

The Metropolitan Council is prepared to begin preliminary engineering for the Central Corridor light rail project. Negotiations are underway with a firm to provide engineering services for the project. A consultant has been selected to develop the Final Environmental Impact statement. Cost of the PE/FEIS effort is \$45 million. That will come from a combination of federal, state, and county sources.

An agreement has been negotiated with the Metropolitan Council and Hennepin County Regional Railroad Authority to describe the preliminary engineering activities and funding.

Since the full federal and state shares are not available at this time, there is the potential that the counties will need to provide more than their proportionate shares unless additional federal and state funding is identified.

The Available column on the table below shows the funding if no additional state or federal funding is received. The proportionate share column shows the funding shares based on the Memorandum of Understanding signed by the parties in 2006. The agreement provides that any available federal or state money that becomes available for the project be used to reduce to counties' share.

|                                 | Available    | Proportionate<br>Share | Variance       |
|---------------------------------|--------------|------------------------|----------------|
| Preliminary Engineering<br>cost | \$45,000,000 | \$45,000,000           |                |
| Federal funding                 | \$7,800,000  | \$22,500,000           | (\$14,700,000) |
| State funding available         | \$13,050,000 | \$15,000,000           | (\$1,950,000)  |
| Total from counties             | \$24,150,000 | \$7,500,000            | \$16,650,000   |
| Ramsey                          | \$16,905,000 | \$5,250,000            | \$11,655,000   |
| Hennepin                        | \$7,245,000  | \$2,250,000            | \$4,995,000    |

**Recommendation:**

Consider the attached resolution authorizing the Ramsey County Regional Railroad Authority Chair to execute the Central Corridor Preliminary Engineering Funding agreement with .

# RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 5, 2007 No.: R07-

WHEREAS, The Ramsey County Regional Railroad Authority has conducted an Alternatives Analysis/Draft Environmental Impact Statement that resulted in the selection of light rail transit as the preferred alternative, and

WHEREAS, The Central Corridor Light Rail Transit Project has been approved to enter preliminary engineering by the Federal Transit Administration; and

WHEREAS, The Metropolitan Council is the agency designated to conduct preliminary engineering for light rail transit projects, and

WHEREAS, A combination of federal state and county funding is required to conduct preliminary engineering for the project, and

WHEREAS, an agreement on the conduct and funding of preliminary engineering has been negotiated between the Ramsey County Regional Railroad Authority, the Hennepin County Regional Railroad Authority, and the Metropolitan Council; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the Central Corridor Preliminary Engineering Funding Agreement dated May 30, 2007 and authorizes the Chair of the Ramsey County Regional Railroad Authority to execute the Agreement, and be it further

RESOLVED that the Ramsey County Regional Railroad Authority authorizes funding of up to \$17,000,000 for the preliminary engineering work.

## 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

# **DRAFT 5-30-07**

## **Reference Numbers**

CCLRT Project:

Metropolitan Council:

RCRRA Contract No.

HCRRA Contract No. A070414

**PROJECT: CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT**

**NAME: Cooperative Funding Agreement For Preliminary Engineering**

**PARTIES:**

- **Metropolitan Council**
- **Ramsey County Regional Railroad Authority**
- **Hennepin County Regional Railroad Authority**

**THIS AGREEMENT** ("Agreement") is entered into between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Met Council"), the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA"), and the Hennepin County Regional Railroad Authority, a political subdivision of the State of Minnesota ("HCRRA").

## **WHEREAS:**

1. The Met Council, RCRRA, and HCRRA are committed jointly to the design and construction of a light rail transit ("LRT") line running between downtown Minneapolis and downtown St. Paul and connecting to and integrated with the existing Hiawatha LRT

## **DRAFT 5-30-07**

line in Minneapolis. Design and construction of the new light rail transit line is referred to in this Agreement as the "Central Corridor LRT Project" or the "Project".

2. The Met Council has entered into an agreement with the Minnesota Department of Transportation whereby the Met Council will coordinate funding for the Project and, in consultation with the department, will be responsible for planning, preliminary and final design, and construction of the Project.
3. The parties anticipate and the Project requires contribution of funds from the United States Government through grants from the Federal Transit Administration ("FTA") and other federal sources and programs. Such grants from the FTA and other federal sources will require funding participation from non-federal sources, including state and local governmental units.
4. The Met Council has received certain appropriations from the State of Minnesota to fund design and construction of the Project. The parties anticipate additional future appropriations from the State of Minnesota for design and construction of the Project.
5. Pursuant to a Memorandum of Understanding between the parties entered into on or about August 29, 2006, RCRRA and HCRRA each committed to make certain expenditures for construction of the Project. Such commitment was based on the contribution proportions of RCRRA and HCRRA as set forth in Minnesota Laws 2006, Chapter 258, Section 17(4).
6. The Project has received approval from the FTA to proceed with Preliminary Engineering ("PE") for the Project. It is estimated that PE will cost approximately \$45 million for consultant and staff costs.

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7. RCRRRA and HCRRA recognize that funding of Preliminary Engineering for the Project may require that RCRRRA and HCRRA, at their risk, contribute a proportion of funds for Preliminary Engineering greater than their percentage commitment in Minnesota Laws 2006, Chapter 258, Section 17(4), and the Memorandum of Understanding. This greater contribution for Preliminary Engineering is in anticipation that the contributions of RCRRRA and HCRRA for the entire Project will ultimately approximate the percentage commitment in Minnesota Laws 2006, Chapter 258, Section 17(4), and in the Memorandum of Understanding if and when the Project is completed and subject to future state legislation and/or agreement among the parties. The parties acknowledge and agree that state and federal funds and/or contributions are available for Preliminary Engineering.
8. The parties wish to enter into this Agreement to prescribe and delineate their respective roles and obligations in connection with the PE phase of the Project and to provide a mechanism for the transfer of funds from the RCRRRA and HCRRA in partial funding for the PE portion of the Project.

**NOW, THEREFORE,** in consideration of the mutual promises, agreements, benefits, and obligations in this Agreement, it is agreed between the parties as follows:

### ARTICLE I

#### PRELIMINARY ENGINEERING PROCESS

- A. **Federal Grant Funding.** In consultation with RCRRRA and HCRRA (individually referred to as an "RRA" and together referred to as the "RRAs" in this Agreement), Met Council shall negotiate and enter into all necessary grant agreements with the FTA or other federal funding agencies necessary to receive federal funding for PE.

## DRAFT 5-30-07

- B. **Consultant Contracts.** In consultation with the RRAs, Met Council shall prepare, negotiate, and enter into one or more contracts with a consultant or consultants for PE ("PE Contracts"). The PE Contracts must include provisions substantially as follows:
1. The consultants must prepare periodic reports, at the Met Council's request, that provide information on the consultants' progress in carrying out PE. As such elements are determined and subject to the scope of work for the respective consultants, the reports shall include the specific alignment proposed for the LRT route; termini of the LRT route; general dimensions, elevation and alignment of the route and crossings; location of tracks at, below, or above grade; station locations; projected costs of final design and construction of the line; and the total budget for the Project. The reports shall also report on any changes to such information since the date of the last report.
  2. Subject to the scope of work for the respective consultants, the contracts shall provide that the consultants shall consult with RCRRA and HCRRA as to the matters stated in section I(B)(1) above for the purposes of review and comment by the RRAs.
- C. **Providing of Information to RRAs.** During the PE phase of the Project, the Met Council shall provide RCRRA and HCRRA with the following information:
1. monthly Project reports identifying all activities, including but not limited to each party's costs for which project funds are expended, in addition to consulting contracts, for which Project funds are to be expended;
  2. upon request of the RRAs, copies of invoices and supporting documentation submitted by the consultants;

## DRAFT 5-30-07

3. copies of the progress reports of the consultants prepared as provided for in section 1(B)(1) above will be provided at Project Advisory Committee meetings;
4. copies of state and federal funding documentation;
5. upon request of any party, documentation showing each party's proportionate time charged to the project for staff and/or support.

D. **Scope of Work for PE and FEIS.** The parties agree that the scope of work for Preliminary Engineering and the Final Environmental Impact Statement will include for consideration and analysis those features identified in the draft environmental impact statement (DEIS) which has been prepared in connection with the Central Corridor, and shall include an analysis to "30% complete" plans and specifications for the following three options for connecting to the St. Paul Union Depot from 4<sup>th</sup> Street and Cedar Street: (1) an alignment following 4<sup>th</sup> Street east and terminating on 4<sup>th</sup> Street with a station in front of the Union Depot Head House; (2) an alignment following 4<sup>th</sup> Street east to Wacouta with a station in front of the Union Depot Head House, thence heading south on Wacouta, across Kellogg Boulevard (which may necessitate a bridge), and entering the east side of the Union Depot concourse, and (3) an alignment heading south on Cedar, crossing Kellogg Boulevard (which may necessitate a tunnel), heading east along the 2<sup>nd</sup> Street viaduct and entering the west side of the Depot concourse. The 30% analysis for each option shall include an estimate of operating costs. Upon completion of the analysis to the thirty percent (30%) level, the three alternatives will be submitted to the Central Corridor Management Committee established pursuant to Minnesota Statutes Section 473.3994, subd. 10, as it may be amended. The Corridor Management Committee shall review the three options and make a recommendation as to the preferred

option. The Met Council shall select one of the above options as the "preferred" Depot alignment, which shall, subject to FTA approval, be analyzed to 70% complete plans and specifications and included in the FEIS.

**E. PE and FEIS Requirements.** The parties agree as follows:

1. that the RRA's obligation to contribute funds for PE activities, as stated in Article II of this Agreement, is contingent upon inclusion in the scope of work for PE the consideration and analysis of the design elements described in section I(D);
2. that PE will be carried out in a manner that will allow evaluation of design alternatives for final design and construction; and
3. that the Final Environmental Impact Statement developed pursuant to PE will address the design elements referenced in section I(D).

**F. Termination of PE.** The Met Council agrees that it shall not terminate PE prior to completion without consultation between the parties to this Agreement. However, in any case termination of PE prior to completion shall not relieve the RRAs of the obligation to fund their share of costs, as specified in this Agreement, incurred by the Met Council for PE prior to such termination.

### ARTICLE II

#### REGIONAL RAILROAD AUTHORITIES RESPONSIBILITY FOR PRELIMINARY ENGINEERING COSTS

- A. RCRRA and HCRRA Responsibility for PE Costs.** RCRRA and HCRRA shall be responsible for all Preliminary Engineering costs for the Project that exceed the State and Federal Project Fund Sources. "State and Federal Project Fund Sources" for the purposes

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of this Agreement means any funds unexpended and available to the Met Council from either (i) State of Minnesota appropriations or (ii) federal grant funds, and specifically designated for the Project in the appropriation or grant. Payment shall be made at the times and according to the procedures described in this Article II of this Agreement. In the event additional sources of project funds become available prior to completion of the PE and after expenditure of all state and federal funds and/or contributions, those additional funds shall be spent before requiring any/additional RCRRA and HCRRA contributions.

- B. **Preliminary Engineering Budget.** The Met Council shall prepare, and periodically update, a budget for Preliminary Engineering for the Project. The budget shall include all costs anticipated to be expended for PE including, without limitation, staffing costs and costs for consultant and other necessary contracts.
- C. **Determination of Proportional Shares.** All available state and federal funds shall be spent before requiring RCRRA and HCRRA contributions. If all available state and federal funding has been exhausted, HCRRA shall contribute thirty percent toward current amounts due for PE and RCRRA shall contribute seventy percent toward current amounts due for PE.
- D. **Payment of Shares.** The parties shall estimate the expected expenditures required to complete the PE after all anticipated state and federal funding has been exhausted. The parties shall divide that expected expenditure by a number representing the number of complete months between the date of execution of this Agreement and December 2008, then apply the Proportionate Share calculation provided in II.(C) (that amount shall hereinafter be referred to as the "Calculated Monthly Contribution"). On a monthly basis

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the Met Council shall provide each of the RRAs with an invoice for the Calculated Monthly Contribution. Within fifteen working days after receipt of an invoice from the Met Council, the RRAs shall remit to the Met Council the amount stated as their respective shares of the invoiced amount. It is the intent of the parties that the Met Council shall not be required to finance any payments to be made by the RRAs pursuant to this section. Accordingly, time is of the essence with respect to the RRAs payments under this section and each RRA shall be liable for its attributed share of any interest charges, costs, or other penalties duly incurred by the Council as a result of late payment by such RRA under this section. In the event Calculated Monthly Contribution payments exceed actual PE expenses, the balance shall be refunded according to the party's relative contribution. In the event of PE expenditures are required after December 2008, the parties shall agree to an invoicing plan and payment schedule for the remaining expenditures.

- E. **Staff Support.** With the continuing approval of the Council, either RRA may provide staff support from among its own employees to assist in Project activities. The value of any such staff support (including overhead and fringe benefits) at the RRA's standard rates shall constitute an in-kind contribution of the RRA providing the staff support and the value of such staff support shall be considered part of the RRA's financial contribution as required by section II(C). As applicable, RCRRA and/or HCRRA shall submit an invoice for staff support rendered, as well as the applicable standard staff rates, toward the Project. Within thirty days after receipt of such invoice, Met Council shall invoice amounts due for staff support as invoiced. Said amounts paid toward an RRA's staff support shall be applied in full toward that RRA's proportional share contribution.

## **ARTICLE III**

### **ULTIMATE PROJECT CONTRIBUTION; NO COUNCIL OBLIGATION**

- A. The parties recognize and acknowledge that the proportional contribution of RCRRRA and HCRRA for Preliminary Engineering as determined in section II(C), and as based on funds currently available to the Met Council from state and federal sources, exceeds the contribution proportions as stated in Minnesota Laws 2006, Chapter 258, Section 17(4), and the commitment made by RCRRRA and HCRRA in the Memorandum of Understanding. All available state and federal funds and/or contributions shall be spent before requiring any RCRRRA and HCRRA contributions. The parties further recognize and acknowledge that their current intent is that the ultimate proportional contribution of RCRRRA and HCRRA for the entire Project shall approximate the proportional commitment as set forth in such legislation and Memorandum of Understanding.
- B. The parties further recognize and acknowledge that the parties' current intent is that the share of costs for RCRRRA and HCRRA for later phases of the Project after Preliminary Engineering shall be adjusted in such a manner that the ultimate proportional contribution of RCRRRA and HCRRA for the entire Project shall approximate the contribution proportions as stated in Minnesota Laws 2006, Chapter 258, Section 17(4), and the commitment made by RCRRRA and HCRRA in the Memorandum of Understanding.
- C. However, RCRRRA and HCRRA expressly recognize and acknowledge that the intentions set forth in paragraphs A and B above are dependent on the availability of funds for the Project from State of Minnesota appropriations and federal grant funds and are subject to

modifications as expressed in future state legislation and/or agreements among the parties.

- D. Further, RCRRRA and HCRRA expressly recognize and acknowledge that their expenditures for Preliminary Engineering under this Agreement are solely and completely at their risk and that completion of the Project beyond Preliminary Engineering is dependent on the later commitment of state appropriations and federal grant funds, neither of which are currently committed. Nothing in this Agreement shall be construed or deemed to create any obligation or commitment on the part of the Met Council to either:

- make any expenditures on its own part for the Project except as may be available from State and Federal Project Fund Sources as defined above, or
- reimburse RCRRRA or HCRRA for any Project expenditures.

#### **ARTICLE IV**

##### **CONSULTATION AND INFORMATION**

During the PE phase of the Project, the RRAs shall have the opportunity to participate as follows:

1. The Met Council shall periodically consult with the RRAs during negotiations between Met Council and the FTA as to any agreements with the FTA related to the Project and the Met Council shall provide a reasonable opportunity to the RRAs to review and comment on any proposed agreements related to PE between Met Council and the FTA, provided that such review and comment shall not in any manner delay the Met Council's timeline for entering into such agreements.

## **DRAFT 5-30-07**

2. Upon request, the Met Council shall make available to the RRAs, for their inspection, copies of all bids or responses to Requests for Proposals ("RFP") for PE contracts obtained by the Met Council. The Met Council shall provide the RRAs with a reasonable opportunity to review and comment on such proposals prior to award of the contract by the Met Council, provided that such review and comment shall not in any manner delay the Met Council's timeline for award of the contract.
3. The Met Council shall provide the RRAs with a reasonable opportunity to review and comment on any proposed contract for PE, provided that such review and comment shall not in any manner delay the Met Council's timeline for award of the contract.
4. The Met Council shall provide the RRAs with a reasonable opportunity to participate in project change committees.

### **ARTICLE V**

#### **FINANCIAL MANAGEMENT AND CASH FLOW**

- A. **Met Council Federal Grantee.** Met Council is the Grantee of the federal funds for the Project. As Grantee, Met Council will conduct negotiations with FTA and will submit all components of any grant application for the Project to the FTA. RCRRA and HCRRA recognize and acknowledge that as Grantee, Met Council is required, irrespective of the participation of other parties, to ensure that the Project is carried out in compliance with federal requirements and regulations and the RRAs shall cooperate with the Council in carrying out that obligation.

## **DRAFT 5-30-07**

- B. **Reporting Requirements.** Met Council will have the sole responsibility for provision of Project expenditure reporting information to the FTA and the parties. Met Council, the State Auditor, the Legislative Auditor and the MnDOT Auditor will have responsibility for audit functions.
- C. **Cash Flow Projections.** For the PE portion of the Project, within sixty days of execution of the contract by all parties and then again not later than May 1 of each calendar year, the Met Council will prepare and provide to the RRAs a cash flow projection for Project contract payments (and staff support costs as provided in section II(E)) during the following calendar year which will enable the RRAs to budget for their respective shares of the contract and staff costs on an annual basis. The cash flow projection will show the annual amounts anticipated to be needed to fund the calendar year's expenditures under the PE contract or contracts and for staff support, including but not limited amounts anticipated for Met Council staff and support as well as rates of compensation for the same, and Met Council expenses; the mix of funds based upon funding source for the PE contract or contracts and staff support; and the anticipated timing of receipt and payment of these funds. The cash flow projection may include a contingency amount to address expenditures at a greater than anticipated rate during the calendar year.

### **ARTICLE VI**

#### **GENERAL PROVISIONS**

- A. **Consultation.** In all cases where the Met Council agrees to consult with the RRAs under this Agreement, the Met Council retains the ultimate decision-making authority with respect to the matter at issue.

## DRAFT 5-30-07

- B. **Memorandum of Understanding.** Except with respect to provisions regarding the proportional contribution of RCRRA and HCRRA for Preliminary Engineering, nothing in this Agreement is intended or shall be construed to amend, modify, or supercede in any manner the Memorandum of Understanding between the parties entered into on or about August 29, 2006 regarding the ultimate commitment on the part of RCRRA and HCRRA to make certain expenditures for the Project as a whole or to carry out other obligations.
- C. **Conflict Resolution.** If a dispute should arise between or among the parties to this Agreement with respect to this Agreement or 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 Agreement, any of its provisions and/or its enforcement. The costs of such mediation shall be shared equally among those parties participating in such mediation. .
- D. **Liability.** Each party agrees that it will be responsible for its own acts and the acts of its officers and employees and any liability resulting therefrom to the extent authorized by law and shall not be responsible for the acts of the other parties or any liability resulting therefrom. Each party acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota state statute. Each party agrees to promptly notify all parties if it becomes aware of any Project related claim(s), or facts giving rise to such claims.
- E. **Employees.** All employees of each party and all persons engaged by each party in the performance of any work or services required or provided for in this Agreement to be

## DRAFT 5-30-07

performed by each party shall not be considered employees of any other party and any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, on any of the work or services provided to be rendered in this Agreement, shall in no way be the obligation or responsibility of any other party.

- F. **Assignment and Subcontractor.** Each party binds itself, its partners, successors, assigns and legal representatives to the other parties for all covenants, agreements and obligations contained in this Agreement.
- G. **Applicable Provisions of Law.** The parties agree to comply with applicable provisions of federal and state laws and regulations, which shall be considered a part of this Agreement as though fully set forth in this Agreement.
- H. **Entire Agreement.** It is understood and agreed that the entire Agreement between the parties is contained in this Agreement and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement. All items referred to in this Agreement are incorporated and are deemed to be part of this Agreement. However, nothing in this section shall be deemed to affect the terms and conditions of the Memorandum of Understanding except as set forth in section VI(B) above.
- I. **Amendment.** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties to this Agreement.

## DRAFT 5-30-07

- J. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- K. **Non-Waiver.** One or more waivers by any party of any provision, term, condition or covenant of this Agreement shall not be construed by the other parties as a waiver of a subsequent breach of the same by the other parties.
- L. **Non-Waiver of Municipal Immunity and Limits.** Nothing in this Agreement shall be construed to waive the immunities or liability limits provided in Minnesota Statutes, Chapter 466, or other applicable state or federal law. The provisions of Minnesota Statutes, section 471.59, subdivision 1a, specifically apply to this Agreement.
- M. **Governing Law.** This Agreement is entered into under the laws of the State of Minnesota and shall be interpreted in accordance with those laws.
- N. **Notices.** Any notice or demand, which may or must be given or made by a party to this Agreement, under the terms of this Agreement or any law or regulation, shall be in writing and shall be sent certified mail or delivered in person to the other parties as follows:

MET COUNCIL  
Regional Administrator  
Metropolitan Council  
390 North Robert Street  
St. Paul, MN 55101

HCRRA  
Executive Director of HCRRA  
A2300 Hennepin County  
Government Center  
300 South 6<sup>th</sup> Street  
Minneapolis, MN 55487

RCRRA

## DRAFT 5-30-07

Director of RCRRA  
6560 Ramsey County Government  
Center West  
50 West Kellogg Boulevard  
St. Paul, MN 55102

or to such other person or address as a party may designate in writing to the other parties.

- M. **Contract Administration.** In order to coordinate the activities of the parties so as to accomplish the purposes of this Agreement, the following individuals, or their designees or successors shall manage this Agreement on behalf of the parties.

MET COUNCIL  
Regional Administrator  
Metropolitan Council  
390 North Robert Street  
St. Paul, MN 55101

HCRRA  
Executive Director of HCRRA  
A2300 Hennepin County  
Government Center  
300 South 6<sup>th</sup> Street  
Minneapolis, MN 55487

RCRRA  
Director of RCRRA  
6560 Ramsey County Government  
Center West  
50 West Kellogg Boulevard  
St. Paul, MN 55102

Any party may designate an alternative person (along with his/her address) to act for that party for the purposes of this section by written notice to the other parties.

- N. **Availability of Records.** The parties agree that each party to this Agreement, the Legislative Auditor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records, which are pertinent to the accounting practices and

## DRAFT 5-30-07

procedures of the other parties to this Agreement and involve transactions relating to this Agreement for a minimum of six years from the expiration of this Agreement.

- O. **Data Privacy.** The parties agree to abide by all applicable state and federal laws and regulations with respect to confidential information concerning individuals and/or data including, but not limited to, information made non-public by such laws or regulations. Consistent with applicable law, no party shall acquire any right, title or interest in another party's data. Each party acknowledges and agrees that data must be used, controlled and safeguarded in compliance with the terms of this Agreement including but not limited to the provisions of the Minnesota Government Data Practices Act and other applicable law. Each party agrees that neither it, nor any its personnel, agents, employees, subcontractors shall use, disclose or otherwise make available any data during the term of this Agreement or at any time thereafter except as required to perform its obligations and duties under this Agreement or as required by law or with the other party's express written consent.
- P. **Effective Date and Termination; Cancellation.** This Agreement shall take effect upon execution by all of the parties to this Agreement and shall remain in effect until completion of PE, or such earlier time by agreement of the parties, if it becomes apparent that adequate state and federal funding will not be available for the Project. The parties to this Agreement may mutually agree to cancel this Agreement prior to its termination. Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement shall survive.
- Q. **Effect of Termination or Cancellation.** Notwithstanding termination or cancellation of this Agreement as provided above, the RRAs shall remain liable to the Council for their

## DRAFT 5-30-07

respective shares of the costs of PE incurred prior to the effective date of termination or cancellation.

**IN TESTIMONY WHEREOF**, the parties to this Agreement have caused this Agreement to be executed by their respective duly authorized representatives on the dates indicated.

### **METROPOLITAN COUNCIL**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by County Attorney's Office

Date: \_\_\_\_\_

### **RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY**

By: \_\_\_\_\_

Its: Chair

Date: \_\_\_\_\_

### **HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: Deputy/Executive Director

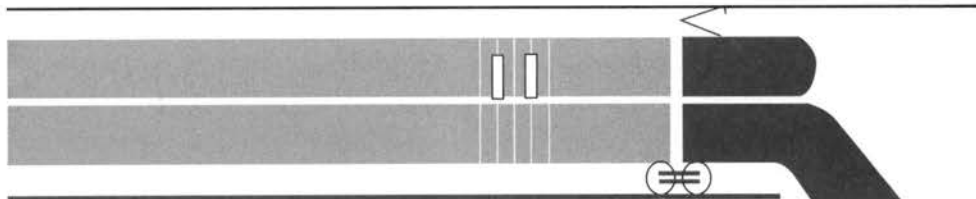
ATTEST:

\_\_\_\_\_  
Clerk of its Board

## **DRAFT 5-30-07**

Reviewed by County Attorney's Office

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**

**June 19, 2007**

**Immediately following the  
Housing and Redevelopment Authority Meeting**

**Third Floor Council Chambers Courthouse**

#### **ADMINISTRATIVE**

1. \* Approve minutes from June 5, 2007 meeting.
2. \* Ratify Final Payment No. 38 and release of retainage in the amount of \$13,164.25 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study.
3. \* Ratify Final Partial Payment No. 19 and release of retainage in the amount of \$4,202.14 to Tunheim Partners for communication and community organizing services on the Union Depot project.

#### **POLICY**

4. Communications Plan.
5. \* Regional Railroad Authority's response to the City's proposed Central Corridor Development Strategy plan.
6. \* State bonding requests.
7. Metropolitan Council Transit Master Plan Update.

\*Action required

Please review and approve. Thanks.

Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on June 5, 2007, in the large conference room, in room 220, Courthouse.

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

MEMBERS ABSENT: Commissioner Janice Rettman

OTHERS PRESENT: Terry Speiker, Kathy Fischer, Kathy Kapoun, Julie Kleinschmidt, Kris Longhenry, Art Coulson, Alicia Vap, Angie Taylor, Mark Voerding, Dave MacMillan, Joe Bagnoli, Tim Mayasich, Ken Peterson, Sara Merz, Nick Riley, and Jane McClure.

Chair Ortega called the meeting to order at 11:54 A.M.

1. Approve minutes May 1, 2007 meeting

A motion was made by Commissioner Reinhardt, seconded by Commissioner Carter, to approve the minutes from the May 1, 2007 meeting.

Roll call vote was taken:

Ayes – 6; Nays – 0  
Motion accepted.

2. Authorize Chair to execute Central Corridor preliminary engineering agreement

A motion was made by Commissioner Reinhardt, seconded by Commissioner Carter, to authorize chair to execute the Central Corridor preliminary engineering agreement.

Roll call vote was taken:

Ayes – 6; Nays – 0  
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has conducted an Alternatives Analysis/Draft Environmental Impact Statement that resulted in the selection of light rail transit as the preferred alternative, and

WHEREAS, The Central Corridor Light Rail Transit Project has been approved to enter preliminary engineering by the Federal Transit Administration; and

WHEREAS, The Metropolitan Council is the agency designated to conduct preliminary engineering for light rail transit projects, and

WHEREAS, A combination of federal state and county funding is required to conduct preliminary engineering for the project, and

WHEREAS, an agreement on the conduct and funding of preliminary engineering has been negotiated between the Ramsey County Regional Railroad Authority, the Hennepin County Regional Railroad Authority, and the Metropolitan Council; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the Central Corridor Preliminary Engineering Funding Agreement dated May 30, 2007 and authorizes the Chair of the Ramsey County Regional Railroad Authority to execute the Agreement, and be it further

RESOLVED that the Ramsey County Regional Railroad Authority authorizes funding of up to \$17,000,000 for the preliminary engineering work.

3. Approve Grant Contract with Mn/DOT for Rush Line Corridor Alternatives Analysis Study and authorize Chair to execute the Agreement

A motion was made by Commissioner Reinhardt, seconded by Commissioner Carter, to approve grant contract with Mn/DOT for Rush Line Corridor Alternatives Analysis study and authorize Chair to execute the agreement.

Roll call vote was taken:

Ayes – 6; Nays – 0  
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority will access \$400,000 in federal funding under the SAFETEA-LU Act for alternatives analysis studies for the Rush Line Corridor Alternatives Analysis Study; and

WHEREAS, The federal funds will be administered by the Minnesota Department of Transportation; Now, Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the grant agreement with the Minnesota Department of Transportation for federal funds for the Rush Line Corridor Alternatives Analysis Study in the amount of \$400,000; NOW BE IT FURTHER

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

4. Approve Contract with URS for Rush Line Corridor Alternatives Analysis Study in an amount not to exceed \$450,000.00; and authorize Chair to execute the contract

A motion was made by Commissioner Reinhardt, seconded by Commissioner Carter, to approve contract with URS for Rush Line Corridor Alternatives Analysis Study in an amount not to exceed \$450,000.00; and authorize Chair to execute the contract.

Roll call vote was taken:

Ayes – 6; Nays – 0  
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority authorized its staff to negotiate a contract with URS in an amount not to exceed \$450,000 for an Alternatives Analysis of the Rush Line Corridor; and

WHEREAS, Negotiations have been satisfactorily concluded; Now, Therefore, Be It

RESOLVED, That the Contract with URS for the Rush Line Alternatives Analysis in an amount not to exceed \$450,000 is hereby approved; and Be It Further

RESOLVED, That the Chair of the Rail Authority is authorized to execute the contract.

5. Authorize staff to negotiate a contract with LKG and authorize the Chair to execute a contract with LKG for document control services, in an amount not to exceed \$100,000.00

A motion was made by Commissioner Reinhardt, seconded by Commissioner Carter, to authorize staff to negotiate a contract with LKG and authorize the Chair to execute a contract with LKG for document control services, in an amount not to exceed \$100,000.00.

Roll call vote was taken:

Ayes – 6; Nays – 0  
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority requires the creation of a document control system for existing and future records and information, and authorized staff to issue a request for proposals for document control services; and

WHEREAS, A selection process was conducted to select the firm best able to conduct the work out of the eight proposals received, and an Evaluation Committee recommended LKG-CMC based on their experience with FTA projects, their knowledge of federal policies and regulations, and their past experience working on similar projects; Now, Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its staff to negotiate a contract with LKG-CMC in an amount not to exceed \$100,000 for document control services, and authorizes the Chair to execute the contract with LKG-CMC subject to approval by the Ramsey County Attorney and Budgeting and Accounting.

6. Authorize Chair to execute Lockridge Grindal contract amendment in the amount of \$31,669.32

A motion was made by Commissioner Reinhardt, seconded by Commissioner Carter, to authorize chair to execute Lockridge Grindal contract amendment in the amount of \$31,669.32.

Roll call vote was taken:

Ayes – 6; Nays – 0  
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, 2007; 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, 2008, at a cost not to exceed \$31,669.32; and Be It Further

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

7. Authorize Director to execute contract with Feyereisen Studios to construct Union Depot Scale Model in an amount not to exceed \$13,537.00

A motion was made by Commissioner Reinhardt, seconded by Commissioner Carter, to authorize Director to execute contract with Feyereisen Studios to construct Union Depot Scale Model in an amount not to exceed \$13,537.00

Roll call vote was taken:

Ayes – 6; Nays – 0  
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority staff solicited bids from four firms for preparing a model of Union Depot; and

WHEREAS, The firm of Feyereisen Studios is recommended for this work; Now, Therefore, Be It

RESOLVED, That the Director of the Regional Railroad Authority is authorized to contract with Feyereisen Studios, Inc., 451 Taft Street NE, Minneapolis, Minnesota 55413, in an amount not to exceed \$ 13, 537.

8. Legislative Update

This item was tabled until the next Rail Authority board meeting.

9. Metropolitan Council Transit Master Plan Update

This item was tabled until the next Rail Authority board meeting.

10. Communications plan

This item was tabled until the next Rail Authority board meeting. Chair Ortega indicated that this item would be moved to the top of the list at the next meeting. Chair Ortega requested that a 15-20 minute presentation be prepared.

11. Item may be brought forward from earlier worksession

This item was identified as a duplicate item. No action was taken.

The meeting adjourned at 12:15 P.M.

# RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

## REQUEST FOR BOARD ACTION

### REGIONAL RAILROAD AUTHORITY

Kathryn Fischer  
Authorized Signature

June 12, 2007  
Date

### Board Action Requested

Ratify Final Payment No. 38 and release of retainage in the amount of \$13,164.25 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study.

**ACTION IS REQUESTED**

### Request Justification

- See attached information:
- 1) Proposed resolution
  - 2) Accounts Payable forms and Final Payment No.38
  - 3) DMJM+Harris, Inc. Invoice No. 6028756(38), and attachments

Budgeting and Accounting

Kathleen AK

County Attorney

Wil Mac Miller

Risk Management

Documentation certified complete for:

June 19, 2007  
Board Date

Anneliese Taylor  
Signature

6/12/07  
Date

# RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 19, 2007 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 referenced agreements, and provided detailed invoice documentation for services and costs accrued through December 31, 2006; and

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

WHEREAS, DMJM+Harris, Inc. Invoice No. 6028756, Final Payment No. 38, which is release of retainage, in the amount of \$13,164.25 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through December 31, 2006; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$13,164.25 for services rendered through December 31, 2006, is hereby ratified.

## RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: \_\_\_\_\_  
Tony Bennett, Secretary



Business Unit: RRA  
Voucher ID: 00004329

VOUCHER  
Purchase Order Voucher

Page No. 1  
Run Date: 02.May.2007  
Run Time: 1:37:13 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 |
| 02.May.2007 | 6028756     | 02.May.2007 | 0000155333           | DMJM+HARRIS, INC. | ONL      | TROSTBE  | P          | 02.May.2007 | U         | Due Now    |
| Status      | Gross Amt   | Use Tax     | Address1             | Address2          | Address3 | City     | State      | Zip         |           |            |
| A           | \$13,164.25 | \$0.00      | 1178 PAYSHERE CIRCLE |                   |          | CHICAGO  | IL         | 60674       |           |            |
| Handling    | Group ID    | Sales Tax   | Pckp Ord# Nbr        |                   |          |          |            |             |           |            |
| RE          | 001096      | \$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 | \$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 |      |            |              |        |           |         |               |       |

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 | \$13,164.25 |            | \$13,164.25 |         | 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    |              |        | \$13,164.25 |         |               | N     |
| Account Name: Consulting Services |         |       |        |         |           | Department Name: RCRRA-Proj/Grant |      |            |              |        |             |         |               |       |

2



Business Unit: RRA  
Voucher ID: 00004329

VOUCHER  
Purchase Order Voucher

Run Date: 02.May.2007  
Run Time: 1:37:13 PM

Report ID: RMAP19

Payment Comments-Check Stub

5/2/07, INV #6028756 - FINAL PAYMENT - RELEASE OF RETAINAGE.

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

*X. Ersche*

Date

*5/3/07*

W

**DMJM Harb - Central Corridor Transit Study - Phase 2**

|                          | Invoice #1      | Invoice #2      | Invoice #3     | Invoice #4     | Invoice #5     | Invoice #6     | Invoice #7     |
|--------------------------|-----------------|-----------------|----------------|----------------|----------------|----------------|----------------|
| Period of service        | 1/13/04-1/30/04 | 1/31/04-2/27/04 | 2/28/04-4/2/04 | 4/3/04-4/30/04 | 5/1/04-5/27/04 | 5/28/04-7/2/04 | 7/3/04-7/30/04 |
| LABOR                    | \$420.80        | \$6,673.27      | \$19,486.91    | \$8,966.87     | \$9,755.91     | \$15,770.50    | \$11,746.37    |
| OVERHEAD                 | \$568.08        | \$9,008.91      | \$26,307.33    | \$12,105.27    | \$13,170.48    | \$21,290.18    | \$15,857.60    |
| TOTAL OVERHEAD           | \$988.88        | \$15,682.18     | \$45,794.24    | \$21,072.14    | \$22,926.39    | \$37,060.68    | \$27,603.97    |
| FEE                      | \$108.78        | \$1,725.04      | \$5,037.37     | \$2,317.94     | \$2,521.90     | \$4,076.67     | \$3,036.44     |
| SUB TOTAL LABOR          | \$1,097.66      | \$17,407.22     | \$50,831.60    | \$23,390.08    | \$25,448.29    | \$41,137.35    | \$30,640.41    |
| DIRECT COSTS             | \$0.00          | \$490.12        | \$16,835.87    | \$35,596.72    | \$55,300.20    | \$60,678.70    | \$37,824.24    |
| ADJUSTMENTS              | \$0.00          | \$0.00          | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         |
| TOTAL INVOICE            | \$1,097.66      | \$17,897.34     | \$67,667.47    | \$58,986.80    | \$80,748.49    | \$101,816.05   | \$68,464.65    |
| RETAINAGE (5%)           | \$54.88         | \$894.87        | \$3,383.37     | \$2,949.34     | \$4,037.42     | \$5,090.80     | \$3,423.23     |
| NET PAY INVOICE          | \$1,042.77      | \$17,002.48     | \$64,284.10    | \$56,037.46    | \$76,711.06    | \$96,725.25    | \$65,041.41    |
| Subcontractors:          |                 |                 |                |                |                |                |                |
| Enviroscience            | \$0.00          | \$0.00          | \$8,898.44     | \$0.00         | \$0.00         | \$33,154.47    | \$0.00         |
| Parsons                  | \$0.00          | \$0.00          | \$1,834.10     | \$13,020.16    | \$14,205.60    | \$0.00         | \$0.00         |
| Zimmer Gunsul Frasca     | \$0.00          | \$0.00          | \$3,142.97     | \$15,208.67    | \$20,937.64    | \$0.00         | \$32,369.32    |
| Manuel Padron & Assoc.   | \$0.00          | \$0.00          | \$1,218.78     | \$1,706.29     | \$0.00         | \$9,925.62     | \$0.00         |
| Anton Lubov & Assoc.     | \$0.00          | \$0.00          | \$873.66       | \$1,872.13     | \$3,494.64     | \$5,366.76     | \$1,310.49     |
| AECOM Consult.           | \$0.00          | \$0.00          | \$0.00         | \$0.00         | \$12,988.36    | \$7,644.46     | \$0.00         |
| PB Consult Inc.          | \$0.00          | \$0.00          | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         |
| Connetics                | \$0.00          | \$0.00          | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00         |
| DBE's                    |                 |                 |                |                |                |                |                |
| Manuel Padron & Assoc.   | \$0.00          | \$0.00          | \$1,218.78     | \$1,706.29     | \$0.00         | \$9,925.62     | \$0.00         |
| Enviroscience            | \$0.00          | \$0.00          | \$8,898.44     | \$0.00         | \$0.00         | \$33,154.47    | \$0.00         |
| 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 #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         |
| <b>\$104,252.27</b> | <b>\$85,948.98</b> | <b>\$91,860.95</b> | <b>\$194,390.25</b> | <b>\$110,976.83</b> | <b>\$124,370.09</b> | <b>\$102,929.79</b> | <b>\$61,299.42</b> |
|                     |                    |                    |                     |                     |                     |                     |                    |
| \$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     |

| 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           |
| <b>\$69,717.48</b> | <b>\$31,676.87</b> | <b>\$18,918.02</b> | <b>\$28,122.40</b> | <b>\$23,639.52</b> | <b>\$17,637.37</b> | <b>\$27,002.47</b> | <b>\$17,483.07</b> |
|                    |                    |                    |                    |                    |                    |                    |                    |
| \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$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             |
|                    |                    |                    |                    |                    |                    |                    |                    |
| \$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             |
| \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$560.64           | \$0.00             | \$0.00             | \$0.00             | \$1,519.41         | \$1,096.90         | \$0.00             | \$914.09           |
| 0.76%              | 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     |

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| Invoice #24        | 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         |
| <b>\$14,231.71</b> | <b>\$20,779.94</b> | <b>\$11,799.94</b> | <b>\$25,946.75</b> | <b>\$14,475.58</b> | <b>\$79,015.90</b> | <b>\$25,735.45</b> | <b>\$35,663.40</b> |
|                    |                    |                    |                    |                    |                    |                    |                    |
| \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00             | \$0.00             | \$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     |

| Invoice #32       | Invoice #33        | Invoice #34        | Invoice #35        | Invoice #36        | Invoice #37        | Final Payment      |
|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 7/1/06-7/28/06    | 7/29/06-8/25/06    | 8/28/06-9/29/06    | 9/30/06-10/27/06   | 10/28/06-11/24/06  | 11/25/06-12/31/06  | Retainage Rel.     |
| \$0.00            | \$7,705.96         | \$8,060.99         | \$2,739.52         | \$2,555.52         | \$5,291.78         | \$0.00             |
| \$0.00            | \$10,403.05        | \$10,882.34        | \$3,698.35         | \$3,449.95         | \$7,143.90         | \$0.00             |
| \$0.00            | \$18,109.01        | \$18,943.33        | \$6,437.87         | \$6,005.47         | \$12,435.68        | \$0.00             |
| \$0.00            | \$1,991.99         | \$2,083.77         | \$708.17           | \$660.60           | \$1,367.93         | \$0.00             |
| \$0.00            | \$20,101.00        | \$21,027.09        | \$7,146.04         | \$6,666.07         | \$13,803.61        | \$0.00             |
| \$1,406.87        | \$261.13           | \$1,252.64         | \$3,562.98         | \$44,303.51        | \$2,279.35         | \$0.00             |
| \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$1,406.87        | \$20,362.13        | \$22,279.73        | \$10,709.02        | \$50,969.58        | \$16,082.96        | \$0.00             |
| \$70.34           | \$1,018.11         | \$1,113.99         | \$535.45           | \$2,548.48         | \$804.15           | \$13,164.25        |
| <b>\$1,336.53</b> | <b>\$19,344.02</b> | <b>\$21,165.75</b> | <b>\$10,173.57</b> | <b>\$48,421.10</b> | <b>\$15,278.81</b> | <b>\$13,164.25</b> |
|                   |                    |                    |                    |                    |                    |                    |
|                   |                    |                    |                    |                    |                    |                    |
| \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$0.00             | \$1,296.38         | \$43,842.88        | \$2,235.54         | \$0.00             |
| \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$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             | \$631.84           | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$631.84           | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| 0.00%             | 0.00%              | 2.84%              | 0.00%              | 0.00%              | 0.00%              | 0.00%              |
|                   |                    |                    |                    |                    |                    |                    |
| \$0.00            | \$0.00             | \$0.00             | \$718.20           | \$0.00             | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$16,911.42        | \$0.00             | \$0.00             |
| \$9.42            | \$33.39            | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$2,877.14         | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| \$0.00            | \$0.00             | \$631.84           | \$1,296.38         | \$24,054.32        | \$2,235.54         | \$0.00             |
| \$1,397.45        | \$20,328.74        | \$21,647.89        | \$8,694.44         | \$7,126.71         | \$13,847.42        | \$0.00             |
|                   |                    |                    |                    |                    |                    |                    |
| \$1,716,055.53    | \$1,735,399.55     | \$1,756,565.30     | \$1,766,738.87     | \$1,815,159.97     | \$1,830,438.78     | \$1,843,603.03     |
| \$373,834.47      | \$354,490.45       | \$333,324.70       | \$323,151.13       | \$274,730.03       | \$259,451.22       | \$246,286.97       |
| \$1,372,844.43    | \$1,388,319.64     | \$1,405,252.24     | \$1,413,391.09     | \$1,452,127.98     | \$1,464,351.03     | \$1,474,882.43     |

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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: 6028756  
Date: April 11, 2007  
Job Order No: 46106124.0001  
Customer No: 3001

RE: Central Corridor Project - Release of Retention

FOR INVOICES COVERING WORK PERFORMED THROUGH DECEMBER 31, 2006

|                                                   |                     |
|---------------------------------------------------|---------------------|
| Total Project Invoiced to Date (Invoices 25 - 36) | \$ 1,843,603.04     |
| Total Retention Due (5% of Total Invoiced)        | \$ 92,180.15        |
| Less Retention Previously Paid (Invoice 29)       | \$ (79,015.90)      |
| <b>RETENTION NOW DUE</b>                          | <b>\$ 13,164.25</b> |

| Invoice No.                    | Covering Period     | Total Invoice | Retention Due       |
|--------------------------------|---------------------|---------------|---------------------|
| 25                             | 12/31/05 - 1/27/06  | \$ 21,873.62  | \$ 1,093.68         |
| 26                             | 1/28/06 - 2/24/06   | \$ 12,420.99  | \$ 621.05           |
| 27                             | 2/25/06 - 3/31/06   | \$ 27,312.36  | \$ 1,365.62         |
| 28                             | 4/1/06 - 4/28/06    | \$ 15,237.46  | \$ 761.87           |
| 29                             | N/A                 |               | \$ -                |
| 30                             | 4/29/06 - 5/26/06   | \$ 27,089.95  | \$ 1,354.50         |
| 31                             | 5/27/06 - 6/30/06   | \$ 37,540.42  | \$ 1,877.02         |
| 32                             | 7/1/06 - 7/28/06    | \$ 1,406.87   | \$ 70.34            |
| 33                             | 7/29/06 - 8/25/06   | \$ 20,362.13  | \$ 1,018.11         |
| 34                             | 8/28/06 - 9/29/06   | \$ 22,279.73  | \$ 1,113.99         |
| 35                             | 9/30/06 - 10/27/06  | \$ 10,709.02  | \$ 535.45           |
| 36                             | 10/28/06 - 11/24/06 | \$ 50,969.58  | \$ 2,548.48         |
| 37                             | 11/25/06 - 12/31/06 | \$ 16,082.96  | \$ 804.15           |
| <b>Total Retention Now Due</b> |                     |               | <b>\$ 13,164.25</b> |

Please Remit this Amount

\$ 13,164.25

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

ORIGINAL

OK  9

# RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

## REQUEST FOR BOARD ACTION

### REGIONAL RAILROAD AUTHORITY

Kathryn Fischer  
Authorized Signature

June 12, 2007  
Date

### Board Action Requested

Ratify Final Payment and release of retainage in the amount of \$4,202.14 to Tunheim Partners for communication and community organizing services on the Union Depot project.

**ACTION IS REQUESTED**

### Request Justification

- See attached information:
- 1) Proposed resolution ratifying payment
  - 2) Accounts Payable forms and Final Payment No. 19
  - 3) Tunheim Partners Invoice No. 07004 and attachments

Budgeting and Accounting

Linda Alf

County Attorney

Wil Mar Miller

Risk Management

Documentation certified complete for:

June 19, 2007  
Board Date

Angelique Saylor  
Signature

6/12/07  
Date

# RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 19, 2007 No.: \_\_\_\_\_

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

WHEREAS, Tunheim Partners has satisfactorily completed the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through December 31, 2006; and

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

WHEREAS, Tunheim Partners Invoice No. 07004, Final Payment No. 19, which is release of retainage, in the amount of \$4,202.14 attachments thereto, provide the correct documentation of payments due Tunheim Partners through December 31, 2006; Now, Therefore Be It

RESOLVED, Payment to Tunheim Partners in the amount of \$4,202.14 for services rendered through December 31, 2006, is hereby ratified.

## RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: \_\_\_\_\_  
Tony Bennett, Secretary



Business Unit: RRA  
Voucher ID: 00004361

VOUCHER  
Purchase Order Voucher

Page No 1  
Run Date 15.May.2007  
Run Time 12:53:14 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 |
| 15.May.2007 | 7004       | 15.May.2007 | 0000161169           | TUNHEIM PARTNERS         | ONL      | TROSTBE     | P          | 15.May.2007 | U         | Due Now    |
| Status      | Gross Amt  | Use Tax     | Address1             | Address2                 | Address3 | City        | State      | Zip         |           |            |
| A           | \$4,202.14 | \$0.00      | 1100 RIVERVIEW TOWER | 8009 - 34TH AVENUE SOUTH |          | MINNEAPOLIS | MN         | 55425       |           |            |
| Handling    | Group ID   | Sales Tax   | Pckp Ord# Nbr        |                          |          |             |            |             |           |            |
| RE          | 001107     | \$0.00      |                      |                          |          |             |            |             |           |            |

Voucher Line Information

|        |                      |            |            |            |         |   |   |   |      |                  |            |         |
|--------|----------------------|------------|------------|------------|---------|---|---|---|------|------------------|------------|---------|
| Line # | Description          | Merch Amt  | Inv Item I | Unit Price | Prorate | S | U | F | 1099 | PO Business Unit | PO Id      | PO Type |
| 1      | Professional Service | \$4,202.14 | 918070001  | \$4,202.14 |         | Y | Y | Y | N    | RRA              | 0000000439 | SC      |

Distribution Line Information

|                                           |         |       |        |         |           |                                    |    |            |              |        |            |         |               |       |
|-------------------------------------------|---------|-------|--------|---------|-----------|------------------------------------|----|------------|--------------|--------|------------|---------|---------------|-------|
| Line #                                    | Account | Fund  | Dept   | Program | Class Fld | Client Name                        | BP | Project ID | Open Item ID | Status | Merch Amt  | Stat Cd | Statistic Amt | Asset |
| 1                                         | 421522  | 12501 | 150112 | 00000   |           |                                    |    | 2004       |              |        | \$4,202.14 |         |               | N     |
| Account Name: Other Professional Services |         |       |        |         |           | Department Name: Union Depot Study |    |            |              |        |            |         |               |       |

Payment Comments-Check Stub

5/15/07, INV #7004-FINALY PAYMENT. RELEASE OF RETAINAGE FROM WORK DONE ON THE UNION DEPOT PROJECT, 2/05 - 10/06.

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

*Kathryn Fischer*

Date

*5/15/07*

2

# Ramsey County Purchase Order

## Regional Rail Authority

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

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

|                  |                    |                    |          |
|------------------|--------------------|--------------------|----------|
| Purchase Order   | Date               | Revision           | Page     |
| RRA - 0000000439 | 03/01/2005         |                    | 1        |
| Payment Terms    |                    |                    | Ship Via |
| Due Now          | Origin PPD Allowed |                    | US MAIL  |
| From Date        |                    | To Date            |          |
| Buyer: RRA       |                    | Currency Code: USD |          |

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

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

Tax Exempt? N Tax Exempt ID:

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

Mfg ID

Item Total 918070001 90,000.00

Union Depot communication and community organizing services

Total PO Amount 90,000.00

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

Unauthorized

3

Tunheim Partners - Union Depot Project

| Period of service      | Invoice #1<br>February-05 | Invoice #2<br>March-05 | Invoice #3<br>April-05 | Invoice #4<br>May-05 | Invoice #5<br>July-05 | Invoice #6<br>August-05 | Invoice #7<br>September-05 |
|------------------------|---------------------------|------------------------|------------------------|----------------------|-----------------------|-------------------------|----------------------------|
| LABOR                  | \$3,202.50                | \$6,012.50             | \$9,377.50             | \$300.00             | \$2,472.50            | \$9,667.50              | \$2,837.50                 |
| DIRECT COSTS           | \$0.00                    | \$0.00                 | \$0.00                 | \$615.56             | \$0.00                | \$513.29                | \$17.98                    |
| ADJUSTMENTS            | \$0.00                    | \$0.00                 | \$0.00                 | \$0.00               | \$0.00                | \$0.00                  | \$0.00                     |
| TOTAL INVOICE          | \$3,202.50                | \$6,012.50             | \$9,377.50             | \$915.56             | \$2,472.50            | \$10,180.79             | \$2,855.48                 |
| RETAINAGE (5%)         | \$160.13                  | \$300.63               | \$468.88               | \$45.78              | \$123.63              | \$509.04                | \$142.77                   |
| <b>NET PAY INVOICE</b> | <b>\$3,042.38</b>         | <b>\$5,711.88</b>      | <b>\$8,908.63</b>      | <b>\$869.78</b>      | <b>\$2,348.88</b>     | <b>\$9,671.75</b>       | <b>\$2,712.71</b>          |
| Direct Costs:          | \$0.00                    | \$0.00                 | \$0.00                 | \$615.56             | \$0.00                | \$0.00                  | \$0.00                     |
| Presentation materials | \$0.00                    | \$0.00                 | \$0.00                 | \$579.96             | \$0.00                | \$440.94                | \$0.00                     |
| Printing expenses      | \$0.00                    | \$0.00                 | \$0.00                 | \$35.60              | \$0.00                | \$0.00                  | \$0.00                     |
| Messenger service      | \$0.00                    | \$0.00                 | \$0.00                 | \$0.00               | \$0.00                | \$45.22                 | \$17.98                    |
| Mileage/Parking        | \$0.00                    | \$0.00                 | \$0.00                 | \$0.00               | \$0.00                | \$27.13                 | \$0.00                     |
| Professional Service   | \$0.00                    | \$0.00                 | \$0.00                 | \$0.00               | \$0.00                | \$0.00                  | \$0.00                     |
| Parking                | \$0.00                    | \$0.00                 | \$0.00                 | \$0.00               | \$0.00                | \$0.00                  | \$0.00                     |
| Postage                | \$0.00                    | \$0.00                 | \$0.00                 | \$0.00               | \$0.00                | \$0.00                  | \$0.00                     |

|                          |             |             |             |             |             |             |             |
|--------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Amount spent on contract | \$3,042.38  | \$8,754.25  | \$17,662.88 | \$18,532.66 | \$20,881.53 | \$30,553.28 | \$33,265.99 |
| Balance of contract      | \$86,957.63 | \$81,245.75 | \$72,337.13 | \$71,467.34 | \$69,118.47 | \$59,446.72 | \$56,734.01 |

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| Invoice #8<br>October-05 | Invoice #9<br>November-05 | Invoice #10<br>December-05 | Invoice #11<br>January-06 | Invoice #12<br>February-06 | Invoice #13<br>April-06 | Invoice #14<br>May-06 | Invoice #15<br>June-06 |
|--------------------------|---------------------------|----------------------------|---------------------------|----------------------------|-------------------------|-----------------------|------------------------|
| \$6,762.50               | \$2,317.50                | \$2,085.00                 | \$2,852.50                | \$4,157.50                 | \$646.25                | \$1,547.50            | \$445.00               |
| \$22,570.63              | \$4,127.60                | \$187.20                   | \$0.00                    | \$0.00                     | \$11.69                 | \$11.35               | \$253.47               |
| \$0.00                   | \$0.00                    | \$0.00                     | \$0.00                    | \$5.00                     | \$0.00                  | \$0.00                | \$0.00                 |
| \$29,333.13              | \$6,445.10                | \$2,272.20                 | \$2,852.50                | \$4,162.50                 | \$657.94                | \$1,558.85            | \$698.47               |
| \$1,466.66               | \$322.26                  | \$113.61                   | \$142.63                  | \$208.13                   | \$32.90                 | \$77.94               | \$34.92                |
| <b>\$27,866.47</b>       | <b>\$6,122.85</b>         | <b>\$2,158.59</b>          | <b>\$2,709.88</b>         | <b>\$3,954.38</b>          | <b>\$625.04</b>         | <b>\$1,480.91</b>     | <b>\$663.55</b>        |
|                          |                           |                            |                           |                            |                         |                       |                        |
| \$22,570.63              | \$4,127.60                | \$187.20                   | \$0.00                    | \$0.00                     | \$11.69                 | \$11.35               | \$253.47               |
|                          |                           |                            |                           |                            |                         |                       |                        |
| \$22,494.78              | \$4,127.60                | \$0.00                     | \$0.00                    | \$0.00                     | \$0.00                  | \$0.00                | \$0.00                 |
| \$0.00                   | \$0.00                    | \$0.00                     | \$0.00                    | \$0.00                     | \$0.00                  | \$0.00                | \$253.47               |
| \$61.30                  | \$0.00                    | \$0.00                     | \$0.00                    | \$0.00                     | \$0.00                  | \$0.00                | \$0.00                 |
| \$14.55                  | \$0.00                    | \$11.20                    | \$0.00                    | \$0.00                     | \$5.70                  | \$11.35               | \$0.00                 |
| \$0.00                   | \$0.00                    | \$176.00                   | \$0.00                    | \$0.00                     | \$0.00                  | \$0.00                | \$0.00                 |
| \$0.00                   | \$0.00                    | \$0.00                     | \$0.00                    | \$0.00                     | \$5.99                  | \$0.00                | \$0.00                 |
| \$0.00                   | \$0.00                    | \$0.00                     | \$0.00                    | \$0.00                     | \$0.00                  | \$0.00                | \$0.00                 |

|             |             |             |             |             |             |             |             |
|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| \$61,132.46 | \$67,255.31 | \$69,413.90 | \$72,123.77 | \$76,078.15 | \$76,703.19 | \$78,184.10 | \$78,847.64 |
| \$28,867.54 | \$22,744.69 | \$20,586.10 | \$17,876.23 | \$13,921.85 | \$13,296.81 | \$11,815.90 | \$11,152.36 |

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| Invoice #16<br>September-06 | Invoice #17<br>October-06 | Invoice #18<br>July-06 | Invoice #19<br>Retainage Rel. |
|-----------------------------|---------------------------|------------------------|-------------------------------|
| \$231.25                    | \$417.50                  | \$357.50               | \$4,202.14                    |
| \$1.56                      | \$12.46                   | \$24.92                | \$0.00                        |
| \$0.00                      | \$0.00                    | \$0.00                 | \$0.00                        |
| \$232.81                    | \$429.96                  | \$382.42               | \$4,202.14                    |
| \$11.64                     | \$21.50                   | \$19.12                | \$0.00                        |
| <b>\$221.17</b>             | <b>\$408.46</b>           | <b>\$363.30</b>        | <b>\$4,202.14</b>             |
|                             |                           |                        |                               |
| \$1.56                      | \$1.56                    | \$24.92                | \$0.00                        |
|                             |                           |                        |                               |
| \$0.00                      | \$0.00                    | \$0.00                 | \$0.00                        |
| \$0.00                      | \$0.00                    | \$0.00                 | \$0.00                        |
| \$0.00                      | \$0.00                    | \$0.00                 | \$0.00                        |
| \$0.00                      | \$12.46                   | \$24.92                | \$0.00                        |
| \$0.00                      | \$0.00                    | \$0.00                 | \$0.00                        |
| \$0.00                      | \$0.00                    | \$0.00                 | \$0.00                        |
| \$1.56                      | \$0.00                    | \$0.00                 | \$0.00                        |

|             |             |             |             |
|-------------|-------------|-------------|-------------|
| \$79,068.81 | \$79,477.28 | \$79,840.57 | \$84,042.71 |
| \$10,931.19 | \$10,522.72 | \$10,159.43 | \$5,957.29  |

**Longhenry, Kris**

---

**From:** Widner, Todd [twidner@tunheim.com]  
**Sent:** Tuesday, May 15, 2007 9:57 AM  
**To:** Longhenry, Kris  
**Subject:** Project close retainage

USE AS  
ORIGINAL  
Kris Longhenry  
5/15/07

Hello Kris,

As we discussed earlier, I apologize for the erroneous representations that Stephanie Fox made in her cover letter for the release of retainage on project RCR1.

I acknowledge that the percent should have stated five percent versus ten percent, and that with the processing of the July, 2006 invoice, our new withheld retainage amount is \$4,202.14.

With Stephanie out of the office due to an unexpected death in the family, if there is anyway to process the release of payment for the outstanding retainage, we would greatly appreciate that.

If there is anything I can assist with, please let me know.

As always, thank you so much for your promptness in assisting us.

---

Todd Widner  
VP of Finance and Administration  
Tunheim Partners  
952-851-7218  
[twidner@tunheim.com](mailto:twidner@tunheim.com)  
[www.tunheim.com](http://www.tunheim.com)

5/15/2007

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# Tunheim Partners

Public Relations • Corporate Consulting • Public Affairs

1100 Riverview Tower  
8009 34<sup>th</sup> Avenue South  
Minneapolis, MN 55425-1661  
952.851.1600  
952.851.1610 FAX  
[www.tunheimpartners.com](http://www.tunheimpartners.com)

May 7, 2007

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

Re: Retainage withheld from Tunheim Invoices

Dear Kathy:

Per the contract with Ramsey County Regional Railroad Authority and Tunheim Partners, Ramsey County withheld 10% from each invoices to be remitted to Tunheim Partners when services were complete. As Ramsey County Regional Railroad Authority has not requested assistance from Tunheim Partners in over six months, I am enclosing an invoice in the amount of \$4,580.74, equal to the amount retained by Ramsey County from each of the invoices submitted by Tunheim Partners.

We appreciate the opportunity to represent your agency and would very much like to work with you on this initiative as well as future projects. If you have any questions or concerns about this invoice, please let me know. Thank you again for allowing Tunheim Partners to work on your behalf.

Sincerely,



Stephanie Fox  
Vice President  
Tunheim Partners

Attachment: invoice



# Tunheim Partners

Public Relations • Corporate Consulting • Public Affairs

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

## Invoice

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

INVOICE NO: 7004

DATE: April 30, 2007

### For Retainage withheld from invoices

#### JOB RCR1

| <u>invoice number</u> | <u>date</u> | <u>amount</u> |
|-----------------------|-------------|---------------|
| 03010                 | 2/28/2005   | \$ 160.12     |
| 03070                 | 3/31/2005   | 300.62        |
| 03138                 | 4/30/2005   | 468.87        |
| 03182                 | 5/31/2005   | 61.12         |
| 03300                 | 7/31/2005   | 123.62        |
| 03345                 | 8/31/2005   | 509.04        |
| 03394                 | 9/30/2005   | 142.77        |
| 03442                 | 10/31/2005  | 1,466.66      |
| 03506                 | 11/30/2005  | 322.25        |
| 03547                 | 12/31/2005  | 113.61        |
| 03610                 | 1/31/2006   | 147.62        |
| 03652                 | 2/28/2006   | 203.12        |
| 03765                 | 4/30/2006   | 32.90         |
| 03818                 | 5/31/2006   | 77.94         |
| 03878                 | 6/30/2006   | 34.92         |
| 03911                 | 7/31/2006   | 382.42        |
| 04029                 | 9/30/2006   | 11.64         |
| 04091                 | 10/31/2006  | 21.50         |

TOTAL AMOUNT DUE -- NET 15 DAYS

=====  
\$ 4,580.74  
=====

\$4,202.14  
see e-mail  
KRL  
5/15/07

9

# RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

## REQUEST FOR BOARD ACTION

### REGIONAL RAILROAD AUTHORITY

Kathryn Fischer  
Authorized Signature

June 12, 2007  
Date

### Board Action Requested

Communications plan.

### DISCUSSION ONLY

### Request Justification

Art Coulson and Sarah Penman will discuss the communications plan at the June 19, 2007 meeting. A copy of the plan is attached.

Budgeting and Accounting \_\_\_\_\_

County Attorney \_\_\_\_\_

Risk Management \_\_\_\_\_

Documentation certified complete for:

June 19, 2007  
Board Date

Angelique Taylor  
Signature

6/12/07  
Date

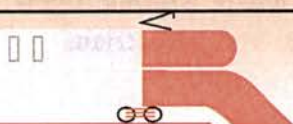


DRAFT

Ramsey County Regional Railroad Authority

*Public Engagement & Communications Strategic Plan*

June 2007



Ramsey County Regional Railroad Authority



THE  
**CENTRAL**  
CORRIDOR

# Public Involvement Plan

## Introduction

The 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. RCRRA is shaping the future of Ramsey County and the region by preserving options for rail transit corridors and by providing rail transit services. In cooperation with other agencies, RCRRA is responding to the changing transit needs of the County's citizens by planning integrated transportation services and developing a comprehensive regional system.

The Rail Authority's public engagement and communications strategy is based on these principles:

- ➔ True public engagement, not mere involvement.
- ➔ The Rail Authority staff is committed to listening to the public it serves, sharing information as it becomes available and providing the tools that will help the public become empowered, allowing them to participate in projects to the extent they choose.
- ➔ We believe that it is essential for members of the public to have a voice in projects that affect them *before* key decisions are made, so that by their engagement, projects are completed in a way that will bring the public we serve maximum benefit.

## RCRRA Projects

The Ramsey County Regional Railroad Authority is actively involved in planning and implementing many mass transit projects designed to better serve the citizens and businesses of Ramsey County. The Rail Authority is committed to flexibility in its planning efforts and ready to add new projects as they arise. Among the projects currently in the planning stages:

### CENTRAL CORRIDOR

This 11-mile transit way connects downtown St. Paul's Union Depot to downtown Minneapolis and the Hiawatha Light Rail Line. Light rail transit has been selected as the mode and the Federal Transit Administration has granted permission to the Metropolitan Council to enter preliminary engineering, a process that will take about two years.

### UNION DEPOT

The Union Depot in St. Paul has been identified as a multi-modal facility where Amtrak, high-speed rail, commuter rail, light rail transit, local and inter-city buses, bicycles and pedestrians

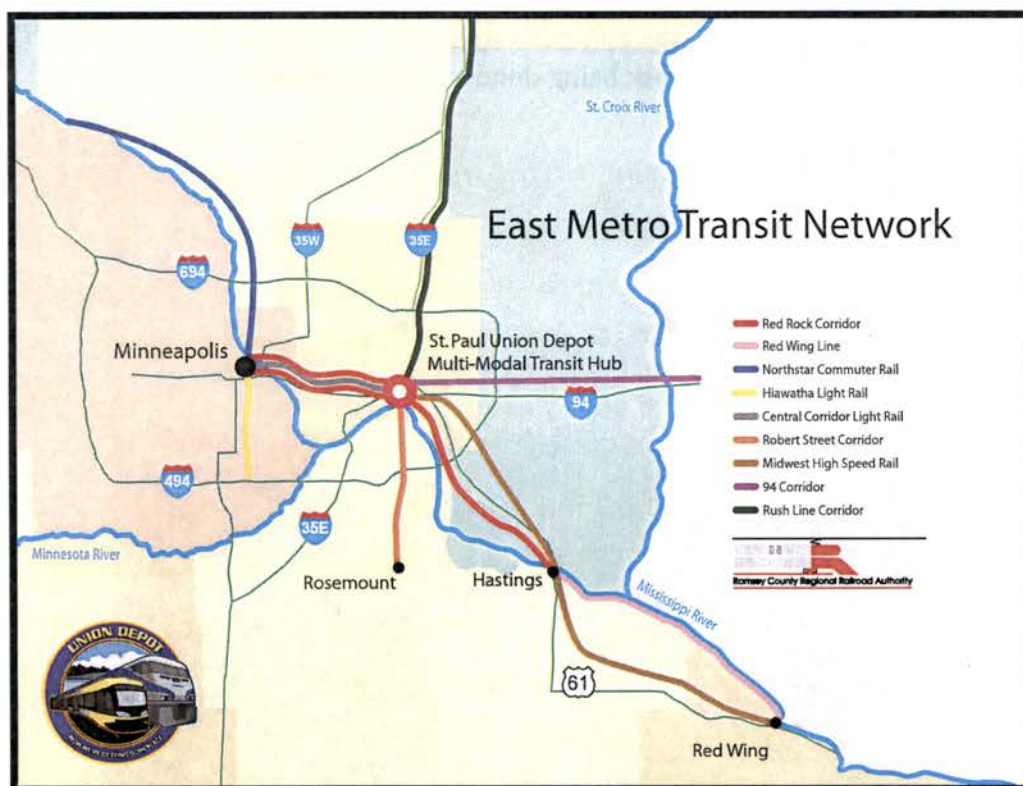
would come together. Property acquisition, coordination with other agencies, and planning and engineering work are the next steps in this project.

### RUSH LINE CORRIDOR

A transit study has been completed identifying interim (within 5 years) and longer-term transit improvements for this 80-mile corridor that extends from downtown St. Paul's Union Depot to Hinckley. An alternatives analysis study of the transit corridor will begin in early 2007 and take about 18 months to complete. In line with the project's public outreach goals, meetings with community members and other stakeholders are being held to identify issues, educate the community about the transit alternatives being studied, and engage the public in discussions about the transit options.

### RED ROCK CORRIDOR

This transit project runs from Hastings to downtown Minneapolis, with a stop at St. Paul's Union Depot multi-modal transit hub. A commuter rail feasibility study has been conducted



and the corridor deemed feasible for future analysis. An alternatives analysis has begun on this project, and will examine commuter rail and bus-way in the corridor and will also evaluate different alignments for the corridor.

### NORTHEAST DIAGONAL LAND USE/TRANSIT STUDY

This land-use and transit study concluded that if the communities along the corridor use

moderate or intensive Smart Growth principles in the development of the 15 identified opportunity sites, a 20 to 30 percent increase in transit use could result, increasing the viability of a future transitway/busway.

#### INTERSTATE 94 CORRIDOR

Legislators from Washington County have expressed an interest in improved transit service in the Interstate 94 corridor from Union Depot in St. Paul to Hudson, Wisconsin. Other work may be undertaken on TH 36 or TH 5 corridors from Union Depot to Wisconsin.

#### ROBERT STREET CORRIDOR

A feasibility study, beginning in early 2007, will assess transit improvements and locations from Union Depot to Rosemount in the Robert Street/Highway 52 corridor bounded by Interstate 35E on the west and the Mississippi River on the east.

#### MIDWEST HIGH-SPEED RAIL

High-speed passenger rail service between St. Paul's Union Depot and Chicago, as part of a system serving the upper Midwest, is the focus of a multi-state planning effort. Ramsey County Regional Rail staff is supporting the work being done by this coalition.



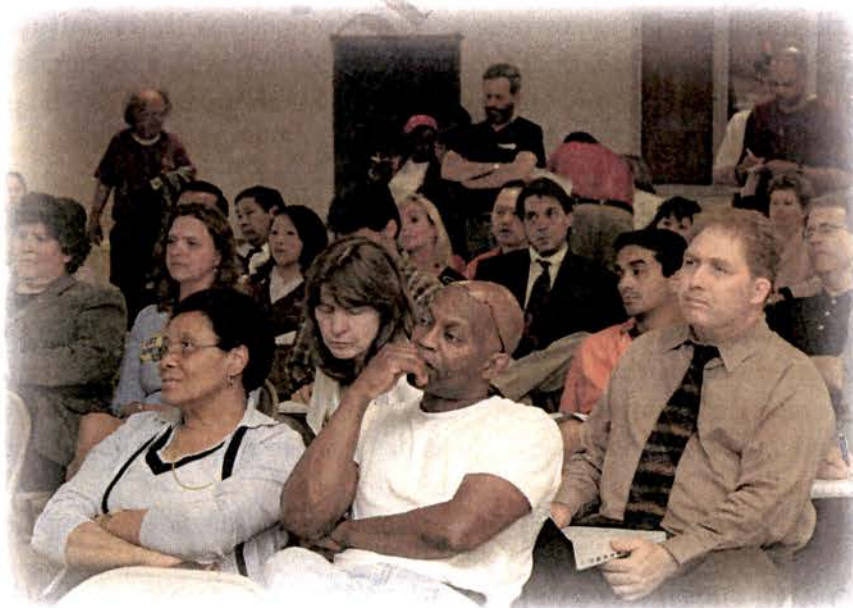
## Purpose of the Public Engagement Program

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Public engagement in transportation decision-making is integral to the success of RCRRA's mission. Involving the public in transportation planning and development can pose major challenges. Many people perceive transportation plans as too long-term and too abstract. They are skeptical about whether their involvement is worthwhile and if they can truly influence the outcome of a project. However, the benefits of involving the public in a participatory process are manifold. Meaningful public engagement is central to good decision-making, and enhances the agency's ability to implement transportation solutions that improve safety and efficiency, protect natural and human environments, and contribute to the community vision.

Public engagement gives the affected public the opportunity to be involved at every stage of decision-making, including the development and design of the public involvement plan, through defining purpose and need or planning principles, the development of a range of solutions, and the implementation of a particular recommendation. It enables identification of community issues early in the project-development process and taking action on their input produces a considerably more popular and sustainable result.

No two projects are alike; therefore, each approach to RCRRA's public involvement challenges will be unique. By actively seeking input from the public throughout all phases of the various projects, RCRRA seeks to facilitate successful completion of its transit projects and to incorporate that input to maximize the benefit of the system to the region.





## Informing people through outreach and organization

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### STAKEHOLDERS

Stakeholders are individuals and members of organizations affected by the project, including neighborhood and business organizations immediately affected by the project. They can generally be described as property owners, business tenants, homeowners and residents located directly adjacent to the alignment plus those owning or leasing property within a half-mile of the alignment. This group is a component of the general public but with a higher degree of need for information and opportunity to provide input because of their proximity to the project.

### GENERAL PUBLIC

This group is all-encompassing, including all individuals in Ramsey County. It includes individuals more indirectly affected by the project than stakeholders, for example someone who might live outside the immediate project alignment but either drives through the corridor and/or plans to use transit projects in the future, and groups with a general interest in the project.

Due to its size and diversity, the general public is typically the most difficult group to engage. As RCRRA is developing a comprehensive regional system involving multiple projects and agencies, public involvement activities have been designed to reach the public and stakeholders within the region.

Some members of this group will also be members of the stakeholders group and vice versa.

### PEOPLE WHO ARE UNDERSERVED BY TRANSPORTATION

People underserved by transportation often do not participate in decision-making. However,

they have greater difficulty getting to jobs, schools, recreation, and shopping than the population at large. Underserved people include those with cultural, racial or ethnic characteristics. Cultural differences sometimes hamper full participation in transportation planning and development. People with disabilities find access to transportation more difficult and therefore their ability to participate is constrained. Low-income people may lack access and time to participate. These groups are a rich source of ideas that can improve transportation services for themselves and the entire community.

RCRRA is committed to ensuring that every effort is made to engage these groups in the planning and decision-making process.

### MINORITY, DISADVANTAGED, DISABLED AND LOW-INCOME GROUPS

Individuals from minority and ethnic groups, and low-income households, women, children, and disabled people often find participation difficult and are also traditionally underserved by transportation. While these groups form a growing portion of the population, particularly in urban areas, historically they have experienced barriers to participation in the public-decision-making process and are therefore underrepresented. These barriers arise both from the nature of the system and from cultural, linguistic and economic differences.

Language differences are only the most immediate hurdle to overcome in order to work effectively with various cultural groups. Economic barriers such as the costs of childcare or transportation to meetings also hinder participation. More important, understanding and accommodating the deeper psychological and cultural differences — such as the various ways people interact with one another to make decisions, or their belief in their own power to do so — is the major challenge of getting people to work together successfully toward common goals. In some cultures, it is considered improper to disagree with authority. In other cultures, the elders must be approached respectfully and they facilitate access to the community. In some groups, speaking up is interpreted as “making trouble.” In communities where there is reluctance to disagree or criticize, opinions might only be expressed after prolonged consideration or in very indirect ways.

Through thoughtful consultation with minority, ethnic, disabled and low-income people, RCRRA seeks to identify specific barriers to participation and find effective ways to overcome them.

The Public Involvement Plan will incorporate guidelines established by current federal statutes and is built on the following principles:

- ➔ Provide adequate opportunities for public involvement and time for public review and comment.
- ➔ Seek out those traditionally underserved by existing transportation systems to ensure their involvement in decision-making, and help prevent adverse impacts on these communities. Traditionally underserved populations include but are not limited to, low income and minority households, immigrant and ethnic communities, Americans with Disabilities Act (ADA) populations, and Native Americans.
- ➔ Provide access to technical and policy information.
- ➔ Demonstrate consideration and response to public input obtained.
- ➔ Link public involvement activities to project milestones, technical activities and decision-making.

- ➔ Review the effectiveness of the public involvement program to ensure full and open access is being provided to all who are interested or who could be interested in the project. Plan updates will be based on information gathered and lessons learned throughout the project.
- ➔ Provide information to partner agencies and individuals in a timely manner.



## Goals and Objectives of the Public Engagement Program

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This Public Engagement Plan was developed based on issues identified and public input received from the Central Corridor DEIS hearing processes, and from large-group and one-on-one meetings with stakeholders.

The goals of the plan and the objectives for meeting those goals are as follows:

### DEVELOP PUBLIC UNDERSTANDING OF THE PROJECT

#### OBJECTIVES:

1. Engage the public through one-on-one meetings, community meetings, public workshops, web site, exhibits, attendance at community events, and other techniques.
2. Develop public information materials in multiple languages, as applicable, including Hmong, Vietnamese, Khmer, Somali, Oromo and Spanish.
3. Solicit feedback through activity comment cards, question and answer periods, and

informal interviews.

4. Provide opportunities for early and continuing public participation in the decision-making process and encourage participation.
5. Maintain and regularly update the comprehensive list of stakeholders developed in earlier phases of the project. Use experience and best practice public involvement methods to determine the most effective method of communication/participation for each.
6. Provide timely and regular notice of public involvement activities and Project developments.
7. Provide timely responses to stakeholder inquiries.
8. Coordinate and attend meetings of transit task forces and committees representing a variety of interest groups, businesses, and neighborhoods to provide ongoing input through final design and construction.

## DEVELOP AND MAINTAIN ACCOUNTABILITY, CREDIBILITY AND ACCESSIBILITY OF THE PROJECT TEAM

### OBJECTIVES:

1. Actively pursue speaking engagements with stakeholder groups.
2. Provide regular opportunities for information exchange.
3. Prepare public involvement summary reports for distribution to transit project managers and agency staff.
4. Implement documentation and response process to include "action taken" feedback on specific comments from the public.

## OBTAIN INPUT FROM A BROAD RANGE OF CITIZENRY

### OBJECTIVES:

1. Utilize non-traditional methods of soliciting participation and input.
2. Regularly monitor participation and evaluate for range of citizen representation.
3. Present information in a manner that overcomes potential language, economic or cultural barriers and use media that reach beyond the mainstream.
4. Anticipate and provide for the needs of people with varying physical abilities.

## MAXIMIZE THE POTENTIAL FOR INFORMED MEDIA COVERAGE

### COMMUNICATIONS OBJECTIVES:

1. Regularly brief publication editors/reporters on project plans, status and milestones.
2. Prepare press releases, and other materials for distribution to the media.
3. Respond to media inquiries in a timely, consistent manner.
4. Actively pursue speaking engagements.

## SOLICIT AND INCORPORATE PUBLIC INPUT ON SPECIFIC TECHNICAL ISSUES

### OBJECTIVES:

1. Work with stakeholders along the corridors to get input on station design and public art.
2. Keep the public informed of specific project milestones, solicit input on outstanding issues, identify and solicit input on other issues and report this information to the project management and design teams.

## Structure of the Program

The structure of the public engagement plan has been designed to encourage public input and comment and provide opportunities for meaningful, two-way communication between RCRRA and the public.

The first step in the process was to identify stakeholders. The next step was to establish relationships with stakeholders and request input into the public information plan.

Stakeholders include individuals and members of organizations affected by the project, including neighborhood groups and organizations, District Councils, residents, business and property owners, ethnic and cultural groups, immigrant organizations, non-profit and business organizations.

## Channels for Outreach and Communications

### **RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY WEB SITE**

The web site is currently being redesigned. All content has been upgraded, re-written and re-organized to make it more usable and useful for the public we serve.

### **DISPLAYS**

- ➔ Ramsey County Regional Railroad Authority has standing displays of the Rush Line Corridor, Union Depot Multi-Modal Hub and the Central Corridor LRT project that provide summary information and graphics about proposed transit improvements. These displays, which are regularly updated with current information, are designed to provide introductory information to members of the general public.
- ➔ The displays were used at the RCRRRA Open House at the State Capitol in conjunction with Congressman Oberstar's speech in March 2007. They have also been used during tours of the Union Depot concourse, and other community events, including the Minnesota Transportation Museum's 100-year anniversary event and various RCRRRA sponsored open houses along the Rush Line Corridor.

### **FACT SHEETS**

The following fact sheets have been created to share on the web site and at community outreach meetings:

- ➔ A general Central Corridor project overview fact sheet, which has been translated into Hmong, Khmer, Somali, Spanish, and Vietnamese.
- ➔ A Corridor Update fact sheet highlighting regional transit projects including Central Corridor, Union Depot, Rush Line, Metro East, Red Rock, Robert Street, Northstar, Cambridge, Southwest, Cedar Avenue and Northwest Corridor.
- ➔ State and federal versions of a Rush Line Corridor fact sheet.
- ➔ State and federal versions of a Union Depot fact sheet detailing the history of Union Depot as a transit hub and the next steps in the process of acquisition, planning, engineering and construction.

### **POWERPOINT PRESENTATION**

An updated presentation about the Central Corridor LRT Project has been created and translated into various languages, including Hmong, Khmer, Somali, Spanish and Vietnamese. It includes:

- ➔ An overview of the project.
- ➔ A video of a light rail transit simulation along the corridor. This simulation has been extremely effective in helping audiences visualize what the project will look like.
- ➔ Next steps in the planning process.
- ➔ How people can become involved.

## PLAN IMPLEMENTATION

Through a series of activities and events from May 2006 through present RCRRA has continued to raise awareness of the Central Corridor LRT Project. Community outreach informational meetings have been planned and held with hundreds of key individuals and organizations in the Central Corridor. These activities are ongoing.

## CONTINUE DELIVERING INFORMATION THROUGH COMMUNITY GROUPS

While there are individuals and organizations with varying degrees of knowledge about the Central Corridor project, there is still a need to provide information through overall project fact sheets, and presentations about the project.

## CONTINUE TO ACKNOWLEDGE REAL ISSUES EMERGING FROM COMMUNITY

The project has entered the preliminary engineering phase and design-related questions are beginning to emerge from the community.

RCRRA is reassuring stakeholders that their questions will be answered and their concerns will be heard. Community members are being directed to attend Metropolitan Council sponsored meetings such as the Community Advisory Committee, Business Advisory Committee and Central Corridor Management Committee and/or the District Councils' Collaborative.

Community members are concerned about the timeline and when and how decisions will be made. Other concerns include the impact of the project on affordable housing, property tax values, senior housing, and how to maintain cultural diversity along the corridor.

## FOCUS ON BUILDING LONG-TERM RELATIONSHIPS IN THE COMMUNITY

Many questions are still being raised and RCRRA is working to build long-term relationships with its stakeholders. This is being accomplished by meeting with stakeholder leaders to gain a deeper understanding of their goals and concerns while sharing information about how they can get involved.



# Project-Specific Plans



## Central Corridor

In the past year, the Communications Office has been heavily involved in public engagement along the Central Corridor. The Metropolitan Council is the lead agency in the Central Corridor project, partnering with Ramsey County, the City of St. Paul, the City of Minneapolis, Hennepin County, the state of Minnesota and the Federal Transit Administration. Ramsey County remains committed to engaging affected communities in transportation decision-making by implementing a comprehensive public involvement strategy to ensure that communities and businesses along the Central Corridor have input into the project on an ongoing basis.

The purpose of RCRRA's public engagement program is to actively seek input from the public throughout the design phases of the project, to keep the public informed of project developments, and to share the information gathered with policy-makers. During the construction phase of the project, the purpose of the program is to work closely with stakeholders along the light rail alignment to keep them apprised of the construction schedule and progress and ensure that their

issues and concerns are addressed by project and contractor staff.

#### OBJECTIVES:

- ➔ Generate meaningful, documented public participation in the planning and design processes.
- ➔ Maintain and expand understanding of the goals and timelines of the Central Corridor Transit Project among stakeholders, opinion leaders, and affected communities.
- ➔ Create communications channels to connect the design team and RCRRA with stakeholders in the communities to be served.
- ➔ Ensure that the public we serve, opinion leaders, influential people, and others who will play a significant role in the project's success understand the purpose of, need for, and issues involved in developing a transit solution for the Central Corridor.

In line with the project's public outreach goals, meetings with community members, groups and other stakeholders are being held to educate the community about the project, and engage the public in discussions to identify issues and concerns. These efforts include creating specific plans and strategies to reach out to communities and groups that do not traditionally become involved in transit decision-making including diverse minority groups such as Southeast Asian communities, African American communities, African communities, senior citizen groups, and low income-groups.

Community outreach efforts have included:

- ➔ Individual meetings with leaders of diverse community groups to establish relationships with community members and listen to their concerns and ideas.
- ➔ Informational presentations to community groups, community councils, ethnic business associations, cultural groups, residents' councils of public housing developments, and attendance at various cultural gatherings — for example, Hmong Soccer, Rondo Days, Hmong Resource Fair and Diversity celebration at Ravoux Public Housing Hi-Rise.
- ➔ Working with established groups along the corridor to engage residents. For example, organizing a series of tours to the Hiawatha LRT for low-income residents in partnership with Aurora St. Anthony CDC.
- ➔ Identification of additional opportunities for outreach activities.

Members of the African-American community continue to be concerned that the Central Corridor project does not divide their community in the same way that the Interstate 94 project negatively affected the Rondo neighborhood 40 years ago. Homeowners are extremely concerned that rising property taxes will make their homes unaffordable. Renters fear being forced out of the project area as a result of gentrification. Similarly, small business owners want to minimize negative impacts during construction and due to increases in property taxes.

A coalition of non-profit organizations has formed to investigate how transit development can be leveraged to create living-wage jobs for community members in all stages of transit planning, implementation and day-to-day operations, to increase opportunities for new small businesses to succeed, and to ensure that housing remains affordable for current residents.



## Union Depot

In the comprehensive long-range transit vision laid out by the Ramsey County Regional Rail Authority, many modes of transit will come together at the refurbished Union Depot.

At this regional transit hub, passengers will transfer seamlessly from passenger rail to buses and light rail trains. Commuters and visitors arriving on trains will connect with local transit lines to get to jobs, pro sports and entertainment venues, shopping and restaurants.

Thanks to generous federal funding and far-sighted county investment in the project to date, work on the multi-modal transit center will be ready to begin when the U.S. Postal Service moves its depot mail-sorting operations to Eagan by the end of 2010.

Modes of transit using the hub will include:

- ➔ Light Rail
- ➔ Regional and Inter-City Buses
- ➔ Commuter Rail
- ➔ Passenger Rail
- ➔ Midwest High-Speed rail
- ➔ Bicycles and pedestrians

A communications and outreach plan for the Union Depot is being developed separately with the consultant hired by Ramsey County and will be incorporated here in the final public engagement and strategic communications plan.



## Rush Line

### OBJECTIVE

To engage the public and stakeholders along the 80-mile Rushline Corridor, between St. Paul and Hinckley. Ramsey County Regional Railroad Authority public communications staff will meet with residents, businesses and officials along the route to gather information and to keep them informed about the latest developments during the alternatives analysis and commuter bus studies expected to commence in early 2007. Staff will also provide information to business and residents about how to make comments about the project and participate in the process.

### DELIVERABLES

#### NEWSLETTERS

Two, 4-page, full-color newsletters to be produced by RCRRA staff, in spring and winter 2007.

#### FACT SHEETS

Creation of full-color federal and state fact sheets about the project and study.

#### WEBSITE UPDATES

Regular update of project website, including posting of public meeting notices, fact sheets, FAQs. No redesign anticipated.

#### LIST-SERV

Send out regular updates to subscribers to RCRRA GovDelivery list-serv. Maintain subscriber list for list-serv.

#### UPDATE DATABASE

Work with clerical staff to update database of citizen and business stakeholders, elected officials, residents, businesses and other interested parties.

#### PUBLIC MEETINGS

Informational open houses to be held along the corridor in spring 2007 and near conclusion of study in 2008, a total of eight meetings — two in each county. Suggested sites:

- White Bear Lake, Ramsey County
- Forest Lake, Washington County
- North Branch, Chisago County
- Hinckley, Pine County

#### CREATION OF POWERPOINT PRESENTATIONS

Creation of PowerPoint presentations to impart updated information about the project and the two studies.

#### ADVERTISING DESIGN AND PLACEMENT

Design public meeting advertisements and place them in dailies and community newspapers along the route. Work with agency, depending on budget, to create and place radio ads.

#### PRESS RELEASES/MEDIA RELATIONS

Write and send out press releases to dailies, community newspapers and electronic media along corridor. Help Task Force members place op-ed columns and letters to the editor relating to the project. Follow up with media outlets.

#### MEETINGS WITH STAKEHOLDERS ALONG THE ROUTE

Meetings with elected officials, businesses and citizen stakeholders during study period. Estimated number of meetings over 18 months, based on 15 cities, three counties, one tribal government along Corridor: 20.

## Contacts

### RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

RCGC-West, Suite 6560  
50 W. Kellogg Blvd.  
St. Paul, MN 55102

#### CHAIRMAN

Rafael E. Ortega  
(651) 266-8361  
rafael.e.ortega@co.ramsey.mn.us

#### DIRECTOR

Kathryn Fischer  
(651) 266-2762  
kathryn.fischer@co.ramsey.mn.us

#### PUBLIC COMMUNICATIONS MANAGER

Art Coulson  
(651) 266-2775  
art.coulson@co.ramsey.mn.us

#### PUBLIC INFORMATION ASSOCIATE

Sarah Penman  
(651) 266-2778  
sarah.penman@co.ramsey.mn.us

# RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

## REQUEST FOR BOARD ACTION

### REGIONAL RAILROAD AUTHORITY

Kathryn Zaichen  
Authorized Signature

June 12, 2007  
Date

### Board Action Requested

Regional Railroad Authority's response to the City's proposed Central Corridor Development Strategy.

**ACTION IS REQUESTED**

### Request Justification

- See attached information:
- 1) Proposed resolution; and
  - 2) Regional Railroad Authority's letter response, dated June 19, 2007, from Commissioner Rafael Ortega.

Budgeting and Accounting \_\_\_\_\_

County Attorney

Will Mark Mill

Risk Management \_\_\_\_\_

Documentation certified complete for:

June 19, 2007  
Board Date

Angelique Taylor  
Signature

6/12/07  
Date

# RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 19, 2007

No.: R07-

WHEREAS, Ramsey County Regional Railroad Authority is leading the Union Depot Multi-modal Hub project to improve transportation opportunities in the east metro area; and

WHEREAS, The depot project is inextricably linked to the Central Corridor Light Rail Transit line in downtown St. Paul, and

WHEREAS; The City of St. Paul has undertaken a land-use planning process related to the Central Corridor LRT, and

WHEREAS; The City of St. Paul's draft plan calls for construction of a second multi-modal transit hub four blocks from Union Depot, and

WHEREAS, Ramsey County believes that Minnesota's Union Depot should be acknowledged as THE downtown multi-modal transit hub and be given more weight in the city's proposed development strategy, Now, Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority asks the city of St. Paul to:

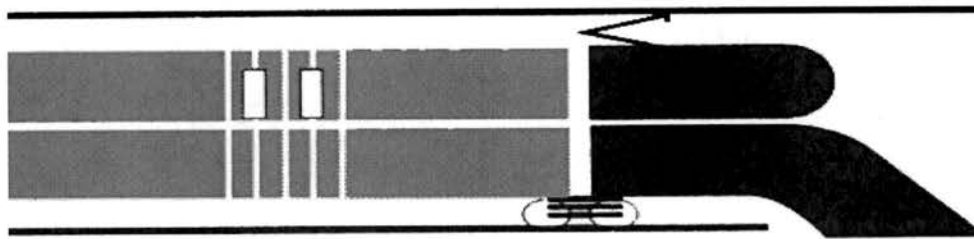
- Recognize that Minnesota's Union Depot has a transportation function that will benefit St. Paul and the region.
- Recognize that Union Depot, not the Cedar/Fourth station, is THE multi-modal transit hub for St. Paul and the region, and revise the city's strategic land-use plan accordingly.
- Work with LOCATE and the Ramsey County Regional Rail Authority's consultants on economic development plans for the area around Union Depot.
- Recognize that as a major land-owner on St. Paul's downtown Riverfront, Ramsey County has a strong interest in how the area around the Depot is developed. We understand that the city plans to undertake a station area plan for the Union Depot neighborhood and ask that the city work with LOCATE and the Ramsey County Regional Rail Authority's consultants to complete that plan.

## 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**

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

June 19, 2007

Mayor Chris Coleman  
390 City Hall  
15 West Kellogg Blvd.  
Saint Paul, MN 55102

Re: Draft Central Corridor Development Strategy

Dear Mayor Coleman:

We write to you today in response to the city of St. Paul's proposed Central Corridor Development Strategy.

We want to start out by congratulating the city of St. Paul for undertaking a comprehensive, citizen-driven visioning process for land use along the Central Corridor. We share the city's strong belief that the Central Corridor, though at its heart a vital transportation project, is more than that. It is a once-in-a-lifetime public transit investment of \$1 billion. It will serve as a catalyst for continued economic development in St. Paul, its downtown core and the entire East Metro region. It is an investment in the livability of the city and its downtown. It will connect the two downtowns and the residents and businesses along the corridor to educational, sports, entertainment and employment centers, including the Minneapolis-St. Paul Airport, Mall of America and University of Minnesota.

Ramsey County looks forward to working closely with the city in implementing a new vision for the Central Corridor.

In particular, Ramsey County wants to ensure that this vision meshes smoothly with our vision for Minnesota's Union Depot. Union Depot is the multimodal transit hub for downtown, linking St. Paul to a vast transit network stretched throughout the East Metro region. The Depot was selected as the regional transit hub after years of study and deliberation by LOCATE, a task force representing downtown stakeholders, including residents, businesses, government and transit representatives.

We are concerned with Section 3.4 of your proposed Central Corridor Development Strategy, which calls for construction of a transit "Hub" station at Fourth and Cedar streets downtown. This is just four blocks from the Union Depot transit hub, a site in which the county and its state and federal partners are investing millions of dollars. We have strong concerns that a second transit hub just blocks from the Depot will compete with that facility, confuse the public and dilute the public investment in downtown revitalization. We strongly urge the Planning Commission and City Council to reconsider this portion of the proposed land-use strategy and to update the plan accordingly. It makes no sense to undercut plans for a revitalized Depot that are already several years and more than \$50 million in the making.

We would also like to comment on the Central Corridor Development Strategy's inclusion of an LRT station in front of the Union Depot on Fourth Street. We fully understand the city's desire to stimulate redevelopment in Lowertown adjacent to the Depot head house. Ramsey County's plan for redevelopment of the site calls for LRT connection with the Depot at the concourse level, which stretches behind the head house across Kellogg Boulevard toward the Mississippi River. That concourse connection is vital to plans to make the depot a true multi-modal hub. It will allow seamless connections and transfers between transit modes, including commuter and passenger rail, intercity buses and local transit lines. While we do not oppose a Fourth Street LRT stop in front of the head house, a connection to the concourse level is essential to our redevelopment plans for the Depot.

In Section 4.3 of the Central Corridor Development Strategy, the city refers to Union Depot as "St. Paul's 'welcome mat' for visitors by train." We believe that the Depot will be more than that when it opens in 2012. As a regional transit hub, Minnesota's Union Depot will bring thousands of people to St. Paul. There will be riders of the Central Corridor light rail line. There will be riders of the Red Rock, Rush Line, Robert Street and I-94 Corridor transit lines. There will be Amtrak passengers. There will be people who ride commuter and interstate bus lines. Even bike commuters will benefit from the Depot's facilities. The Depot will be the place where all these lines — all those riders — come together. It will connect St. Paul and the East Metro to our Twin Cities neighbors, as well as to other large metropolitan regions. And it will bring visitors from those regions to ours. We ask the Planning Commission and City Council to keep this strategic vision broad, rather than narrowly focused. We also ask that the city of St. Paul:

- Recognize that Minnesota's Union Depot has a transportation function that will benefit St. Paul and the region.
- Recognize that Union Depot, not the Cedar/Fourth station, is THE transit hub for St. Paul and the region, and revise your strategic land-use plan accordingly.
- Work with LOCATE and the Ramsey County Regional Rail Authority's consultants on economic development plans for the area around Union Depot.
- Recognize that as a major land-owner on St. Paul's downtown Riverfront, Ramsey County has a strong interest in how the area around the Depot is developed. We understand that the city plans to undertake a station area plan for the Union Depot

neighborhood and ask the city to work with LOCATE and the Ramsey County Regional Rail Authority's consultants to complete that plan.

The Union Depot purchase and redevelopment is a wise investment that will encourage continued economic development in Lowertown and downtown St. Paul. So, too, is the investment in the Central Corridor LRT. We look forward to working collaboratively with the city to ensure that these once-in-a-lifetime transit projects are done right — in consultation with and to benefit the residents and businesses who call Ramsey County and St. Paul home.

Thank you, Mayor Coleman, for your support.

Sincerely,

Rafael E. Ortega  
Chairman  
Ramsey County Regional Railroad Authority

Cc: St. Paul City Council  
Brian Alton, Chairman, St. Paul Planning Commission  
Donna Drummond, St. Paul Planning and Economic Development

# RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

6

## REQUEST FOR BOARD ACTION

### REGIONAL RAILROAD AUTHORITY

Kathryn Prosser  
Authorized Signature

6/12/07  
Date

### Board Action Requested

2008 State Bonding Requests.

**ACTION IS REQUESTED**

### Request Justification

Capital bonding requests for the 2008 legislative session are due June 25, 2007. Requests in the resolution are based on last year's requests. The Metropolitan Council will be responsible for a Central Corridor request.

Budgeting and Accounting

Kathleen Alf

County Attorney

Wilmar Mabe

Risk Management

\_\_\_\_\_

Documentation certified complete for:

June 19, 2007  
Board Date

Angelique Taylor  
Signature

6/12/07  
Date

# RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 19, 2007

No.: R07-

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

WHEREAS, Funding and policies that impact transit facilities will be discussed in the 2008 state legislative session; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the submission of state bonding requests relating to:

(1) Union Depot Multi-modal Transit Hub for \$9.0 million to match federal funding available for environmental, engineering, rehabilitation, property acquisition and construction work,

(2) Rush Line Corridor for \$1.0 million for infrastructure and feasibility study, and be it further

RESOLVED, That Ramsey County Regional Railroad Authority supports state bonding requests from others for the following projects:

(1) Red Rock Corridor for \$1.5 million for design and construction of park and ride facilities in Red Wing, Newport and Hastings,

(2) Robert Street Corridor for \$6.0 million for planning and interim improvements,

(3) I-94 East Corridor for \$1.0 million for a feasibility study and improvements,

(4) High Speed Rail from Chicago to the Union Depot Multi-modal Transit Hub for \$10 million for design and improvements

## 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

## REQUEST FOR BOARD ACTION

### REGIONAL RAILROAD AUTHORITY

Kathryn Roscher  
Authorized Signature

June 12, 2007  
Date

### Board Action Requested

Metropolitan Council Transit Master Plan Update.

**DISCUSSION ONLY**

### Request Justification

The Metropolitan Council is identifying corridors in preparation for updating their transportation policy plan. Staff will provide an update of this activity at the June 19, 2007 meeting.

Budgeting and Accounting \_\_\_\_\_

County Attorney W. Mac Mill

Risk Management \_\_\_\_\_

Documentation certified complete for:

June 19, 2007  
Board Date

Angelique Taylor  
Signature

6/12/07  
Date



# Metropolitan Council

*Building communities that work*

## TRANSPORTATION SERVICES MEMORANDUM

|                 |                                                          |
|-----------------|----------------------------------------------------------|
| <b>Date:</b>    | June 13, 2007                                            |
| <b>To:</b>      | Transit Master Plan Technical Advisory Committee Members |
| <b>From:</b>    | Amy Vennewitz, TMP TAC Chair                             |
| <b>Subject:</b> | Confirmation of 2030 Transit Master Plan Corridors       |

Thank you for your significant input to help us generate the list of corridors to be included in the transitway analysis portion of the 2030 Transit Master Plan (TMP). This analysis will provide a high-level screening of numerous corridors on their feasibility for light rail, commuter rail and/or dedicated busway. Your concurrence with the corridor list is important at this time prior to our moving into the next step of the TMP project.

That attached spreadsheet and map identifies the corridors to be included in the transitway analysis in some manner:

- A. **Corridors Proposed for Modeling:** These 22 corridors will be modeled by a consultant using the regional travel forecasting model at a less refined level of detail than is performed with a formal alternatives analysis study.
- B. **Corridors with Previous Detailed Modeling and Analysis:** The modeling results from previous work using the regional model will be used for these seven corridors rather than the less refined modeling to be applied to Group A.
- C. **Corridors with Studies in Progress:** These four corridors are presently being studied and modeled. The results will be used in the 2030 TMP assuming the modeling will be completed in time for inclusion in the report and that the modeling approach is consistent with that in Groups A and B. The corridors can be added to the Group A if necessary as the project proceeds.
- D. **Corridors Not Included for Analysis at this Time:** These four corridors will not be evaluated in this plan update. However, the TMP will include a short description and "tell the story" of each corridor and explain why it is not being studied at this time.

All of the corridors in Groups A, B and C will be evaluated on the following criteria: ridership, capital cost, operating cost and major implementation factors/readiness. Based on input from the TAC, travel time savings is no longer planned as a criteria. However, estimated travel time per mode in the corridors may be included. Land use and potential for TOD along the corridors will also be discussed with the TAC and included in the final report, but is not a formal evaluation criteria.

The RFP for the modeling work will be issued very soon. **Please review this list and**

send me (and copy Carol Becker) an email by June 20 confirming that you and your agency concur with this list of corridors. If you have any issues or concerns with this list, please let me know as soon as you can.

**2030 Transit Master Plan  
Metropolitan Council  
June 13, 2007**

**2030 Transit Master Plan Corridor Analysis:**

**A. Corridors proposed for modeling:**

|                                      | <b>Mode</b> | <b>Alignment</b>                                           |
|--------------------------------------|-------------|------------------------------------------------------------|
| Central Avenue                       | LRT         | DT Mpls to CSAH 14 on Central                              |
| Bethel-Cambridge Rail                | CR          | BNSF Cambridge to Mpls via Northstar Rail Corridor         |
| I-394 or TH 55                       | LRT         | CR 6 to DT Mpls                                            |
| Dakota Rail Line                     | CR          | Dakota Rail Line- 394 and Hwy 7                            |
| Delano Commuter Rail                 | CR          | Parallel to Hwy 12/S of 394                                |
| Midtown/29th St                      | LRT         | SW LRT to Hiawatha LRT to River                            |
| Norwood Young America - TC&W Rail    | CR          | TC&W Line Chaska to Mpls                                   |
| HCRRA Victoria Corridor              | LRT         | Victoria - along Lake Mkt - S of Mtk Blvd to Mpls          |
| I-494/I-694 Beltway LRT              | LRT         | LRT around complete 494/694 ring                           |
| I-494 Southwest Quadrant             | LRT         | MOA/Hiawatha LRT to SW LRT                                 |
| Riverview Corridor - to MOA          | LRT         | St. Paul - W 7th St- Hwy 5 - Airport-MOA                   |
| Riverview Corridor - to Hiawatha LRT | LRT         | St Paul -W 7th St- Ford Plant Spur, Ford Pkwy to LRT       |
| Snelling Ave & Ford Pkwy             | LRT         | Rosedale - Snelling - Ford Parkway to Hiawatha LRT         |
| Rush Line LRT Corridor               | LRT         | DT St Paul to Maplewood Mall in exclusive ROW              |
| CSAH 42                              | LRT         | Hastings to Savage                                         |
| Union Pacific Spur                   | CR          | Rosemont to Mendota Hts to Dt St Paul                      |
| I-94 East- along highway             | LRT         | LRT along highway to Manning Ave                           |
| I-94 East- Commuter Rail             | CR          | UP Hudson to Hwy 5 to Dt St Paul                           |
| Hwy 36                               | LRT         | On highway - Stillwater to Mpls                            |
| Wisconsin Central/CP Rail NE         | CR          | Marine on St Croix - White Bear - Mpls                     |
| BNSF Between Downtowns               | CR          | St Paul to Mpls along southern BNSF connection             |
| NE Diagonal                          | LRT         | MNRR Line from St Anthony NE then onto highway ROW to Mpls |

**B. Corridors with previous detailed analysis to be used:**

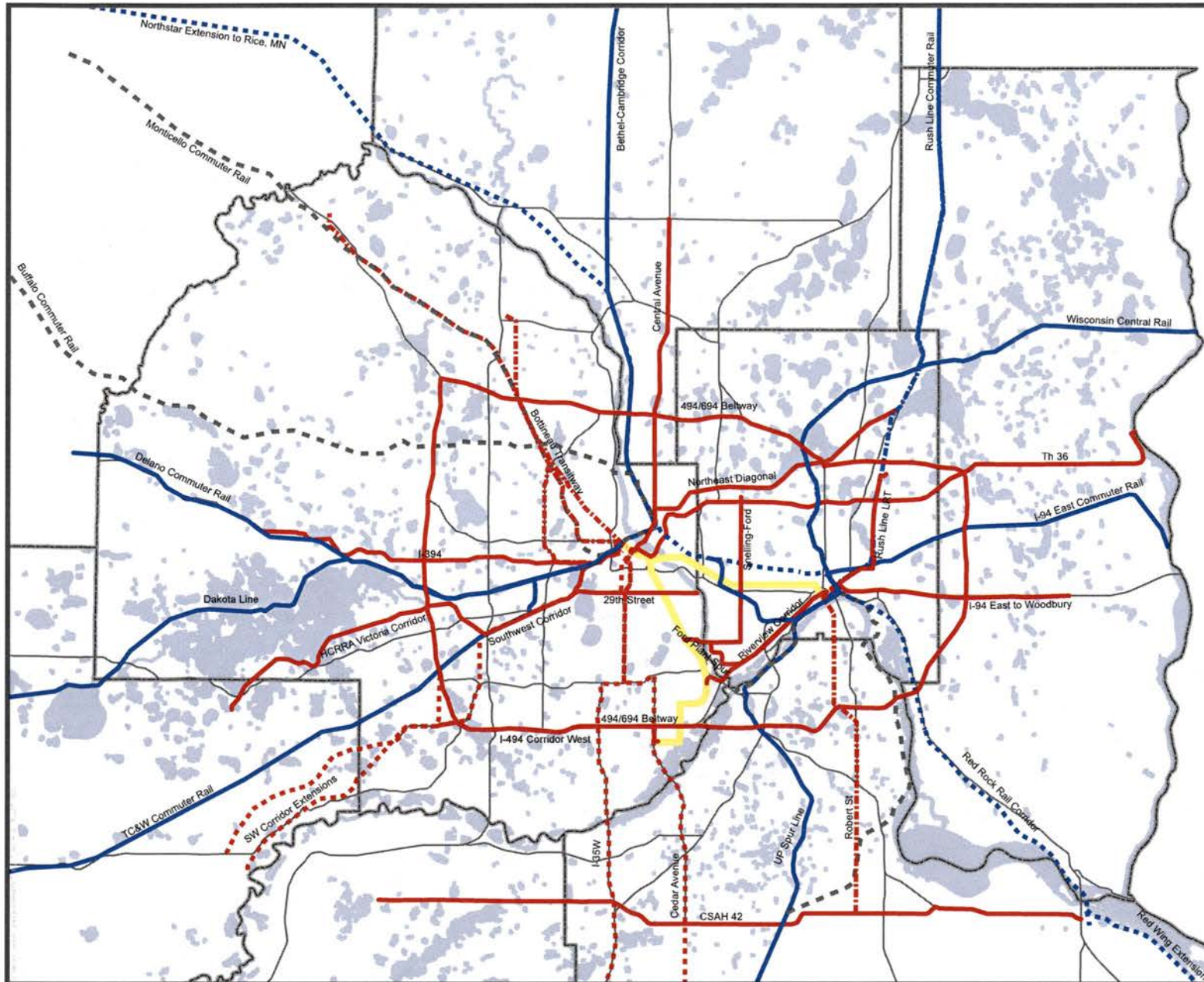
|                                         |                                                           |
|-----------------------------------------|-----------------------------------------------------------|
| I-35W South Lakeville to DT Minneapolis |                                                           |
| Southwest Corridor LRT                  |                                                           |
| Cedar Ave Busway to Lakeville           |                                                           |
| Red Rock To Red Wing                    |                                                           |
| Red Rock Corridor- to Hastings          |                                                           |
| Hwy 212 to Chaska                       | Extend SW LRT down Hwy 212                                |
| Chanhassen/Chaska/UP Corridor           | Extend SW LRT along Union Pacific rail line to Chanhassen |

**C. Corridors with studies in progress- will use results when available:**

|                                    |                                 |
|------------------------------------|---------------------------------|
| Rush Line Commuter Rail            | St Paul - Hinckley              |
| Robert St/52 Corridor              | Rosemount to DT St Paul         |
| Bottineau Busway LRT               | Brooklyn Blvd to DT Minneapolis |
| Northstar Commuter Rail- Extension | Elk River to St Cloud           |

**D. Corridors not included for analysis in the Transit Master Plan:**

|                                       |                                                                  |
|---------------------------------------|------------------------------------------------------------------|
| Buffalo Commuter Rail along TH55      | CPR Buffalo - Plymouth - through Shoreham to Northstar Alignment |
| Monticello Commuter Rail              | BNSF Monticello - Rogers - Brooklyn Center - Mpls                |
| Union Pacific Line-Farmington-St.Paul |                                                                  |
| Luce Line to Hwy 55                   |                                                                  |



## Transitway Corridors

### Commuter Rail and Dedicated Busway/LRT

Corridors to be evaluated

#### Transitways LRT/Busway Corridors

- Evaluate with Regional Model
- - - Use Upcoming Results
- · · Use Previous Results

#### Commuter Rail Corridors

- Evaluate with Regional Model
- - - Use Upcoming Results
- · · Use Previous Results
- - - Not For Study with Regional Model

#### Reference Layers

- Rivers & Lakes
- County
- LRT
- Highways

Sources: Metropolitan Council

Corridors: Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, Washington Counties, Southwest Transit, City of St. Paul, MnDOT

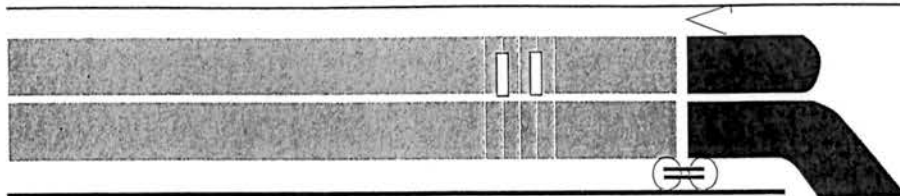
June 2007



0 2.5 5 10 Miles



7



## **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

May 9, 2007

Ms. Arlene McCarthy  
Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101

Dear Arlene,

You have requested information for the update of the transit master plan. The information requested is potential corridors for major transit investments in the region. You've also asked for a description of the right of way and its length, and the technology we'd like to see analyzed.

We strongly urge that the Metropolitan Council not rely solely on the cost effectiveness index (CEI) of the corridors as a gatekeeper measure to prioritize them. It is likely that the CEI will be modified in the next few years. Additionally, not all major transit investments are likely to be funded with federal new starts funds.

An equitable, balanced, regional transit system needs to be one of the criteria, as should the potential for economic development benefits.

In the east metro area, we suggest that the following corridors and projects be included in the transit master plan:

Union Depot multimodal transit hub serves the east metro region and the state. This transit hub is the focal point for the transit corridors:

### **GROUP 1:**

- (1) **Central** from Union Depot multi modal hub to Minneapolis--- light rail transit.
- (2) **Rush Line** from Union Depot to Hinckley. Various rights of way and technologies are being considered in an alternatives analysis currently underway.
- (3) **I-94 East** from Union Depot to St. Croix County, WI. Various rights of way and technologies should be examined, including a possible extension of Central LRT into Maplewood or Woodbury combined with a busway beyond the LRT line.

Ms. Arlene McCarthy  
May 9, 2007  
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- (4) **Red Rock Corridor** from Hastings to Union Depot to Minneapolis multi modal hub for commuter rail, passenger rail or busway, along rail lines for rail, other alternatives for busway.
- (5) **Robert Street** from Union Depot to Rosemount. Various rights of way and technologies are being examined in a feasibility study currently underway.
- (6) **High speed rail** to Chicago, part of the Midwest Regional rail plan, should be included in the transit plan.

**GROUP 2:**

- (7) **Northeast Diagonal** from downtown Minneapolis to White Bear Lake. Various rights of way, including the portion of rail right of way that was recently purchased by Hennepin and Ramsey Counties, should be examined, and various technologies should be considered.
- (8) **Riverview** from Union Depot to the MSP airport and Mall of America --- busway or light rail transit along Shepard Road, 35E and/or the Canadian Pacific right of way.
- (9) **Arden Hills/New Brighton** to both downtowns. A rail line is about to be abandoned in the Twin Cities Army Ammunition site and in New Brighton. This line connects to other rail lines or street rights of way and thus to both downtown Minneapolis and St. Paul. Various technologies and rights of way from metro north should be examined.
- (10) **35W** from Minneapolis multi modal hub to Forest Lake. Various rights of way and technologies should be examined.
- (11) **Streetcar** technology should be considered in the transit plan. It may be suitable in some linear corridors and as a circulator. This technology will require a major investment of transit funds, and thus it is appropriate to include it.
- (12) Various **railroad rights of way**, particularly east of St. Paul, should be considered for their transit potential for commuter rail, busway or light rail potential.

In addition to the corridors, it is imperative that the plan address major improvements to the **bus system** in metro east. More routes, more service, more amenities need to be included in the plan.

**Park and rides** are another component to address in the transit plan

Thank you for your consideration of our requests, and we look forward to working with you on the transit master plan.

Sincerely,

  
Kathryn Fischer  
Director