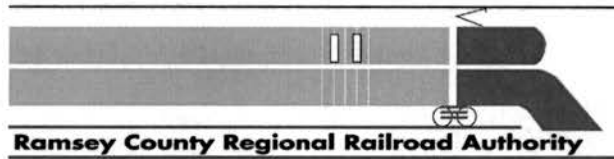




Ramsey County Regional Railroad Authority.
Records.

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

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

July 27, 2010

Immediately following the County Board Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the July 27, 2010 Board Meeting is presented for approval.

MINUTES of the June 22, 2010 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Approval of the St. Paul Port Authority's Petition to Vacate City Interest in Duchess Street.

Board Action Requested:

Authorize the Chair to sign the St. Paul Port Authority sponsored Petition to Vacate City Interest in Duchess Street.

2. Approval of an Amendment to the Phalen Blvd. easement with City of St. Paul

Board Action Requested:

Authorize the Chair to sign an Amendment to the 2003 Phalen Blvd. easement with City of St. Paul approving the Description incorporating it into the Easement as a replacement to Exhibit E.

3. Update on the Rush Line Commuter Coach Demonstration Project.

Board Action Requested:

None. For information and discussion only.

POLICY AGENDA

4. Presentation of the 2011 Supplemental Budget

Board Action Requested:

None. For information only.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

June 22, 2010

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0 Also present were Julie Kleinschmidt, County Manager, and Darwin Lookingbill, Director, Civil Division, County Attorney's Office.

Chair McDonough called the meeting to order at 9:53 a.m.

AGENDA

Commissioner Bennett moved approval of the Agenda of the June 22, 2010 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the June 15, 2010 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0.

1. Union Depot Multi-Modal Transit and Transportation Hub Update

Tim Mayasich, Director, Ramsey County Regional Railroad Authority (RCRRA), introduced the Union Depot update presenters: Dan Mehls, Union Depot Project Manager, Mortenson Construction, Leigh Rolfshus, Senior Project Architect, HGA, and Greg Brown, Senior Associate Civil Engineer, URS Corporation.

(The Union Depot presentation is on file with the RCRRA Office)

Dan Mehls, Mortenson Construction, emphasized that much work has taken place since they have started. He said over 130 individuals have been working through the design phase of the project. The design team has turned over the design development documents in preparation for the design development cost estimates, which will evolve into guaranteed maximum price. He reminded the Board of the project goals, which are 'to preserve and restore a historic Minnesota landmark to its original use as a multi-modal transportation hub for the Twin Cities' and 'to create economic viability for the Union Depot, Lowertown District, City of St. Paul and Ramsey County.

Mr. Mehls then highlighted the key points of the project schedule: they are on schedule and on budget; design development was completed on June 18, 2010 and detailed cost estimates are being prepared; Guaranteed Maximum Price (GMP) will be established in late July, 2010; they will present the GMP to the RCRRA on August 24, 2010 [it was later determined that Mortenson would present the GMP on September 14, 2010 because August 24 is not a Board meeting date]. A soft start for construction will begin either late this year or in January 2011. He explained that one of the factors that determine when they can begin is when the Post Office is able to turn over the deck. If they get it late this year, then they will start earlier. However, there is a lot of work they can do in the Depot in preparation for construction. Heavy construction will begin in 2011, with completion scheduled for 2012. The project team has given project updates to other interested parties, such as the Red Rock Corridor Commission, the Rush Line Task Force, the City of St. Paul, and will be presented to the High Speed Rail (HSR) Corridor Commission on July 1, 2010 and other groups as well. Neighborhood and media communications have been successful. A neighborhood open house was held on February 23 and April 20, and the next open house will tentatively take place in July 2010. Mr. Mehls also reported that they have exceeded the Phase I goal of 15% for the Disadvantaged Business Enterprise (DBE) Program and they are also exceeding the 18% minority and 6% female workforce goals for the project so far.

Commissioner Bennett asked if the Union Depot project team has worked with the Lafayette Bridge project engineers and designers because of the impact the bridge may have on the south end of the

Depot. He also commented on the plans for the north exit of the bridge and how commuters will be affected by the exit ramp changes and new connections to 7th street, Interstate 35E, and the path to the Depot.

Mr. Mehls agreed that coordinating with that project is important. An advantage they have is that Dan Brown, from URS, is not only one of the designers for the Lafayette Bridge project, but is also on the Union Depot project team.

Greg Brown, URS, said URS did the preliminary engineering and also the oversight for MnDOT on the final design of the Lafayette Bridge project. Design planning for this project was complex because of the different design options for the bridge and how it stems to the track alignment needs of the Depot project. Luckily, the Depot track alignments are workable with the bridge's different design scenarios.

Commissioner Carter asked if the future reports for the DBE goals would be coming from Mortenson, Property Management or the RCRRA staff. She also asked about the established goals for utilization with the design build contract.

Jolly Mangine, Director, Property Management, said they are one month behind on those reports and he will forward them to the board. There are two types of reports, one that tracks the actual subcontracts as a percentage of the work, and the other tracks the outside utilization that tracks minorities and women, both skilled and unskilled.

Mr. Mehls said they have not yet established the goals for Phase II because they are still waiting for input from the Met Council and MnDOT.

Mr. Mangine implied that the DBE participation for Phase II is critical for the bid packages and they have been pressing to obtain this information from the Federal Transit Administration. Met Council will also help to develop the utilization goals.

Commissioner Parker asked for clarification on whether the Lafayette Bridge plans would restrict the number of tracks used for the Depot project and if this would limit the different rail lines coming into the Depot.

Mr. Brown said the bridge plans would not affect the rail lines. He said the yard could ultimately allow up to eight tracks, with currently six intended for intercity rail and two for HSR in the future. The different bridge options would not affect the Depot program plans.

Mr. Mehls briefly discussed HR&A's Economic Analysis and Development Potential Study of the Depot project's impacts on the Lowertown neighborhood, and mentioned the four guiding principles for development: Make it local (businesses); Make it beautiful (quality architecture); Make it connected (Lowertown, river, downtown); Make it transit oriented (focus on transit).

Mr. Brown referred to a map that highlighted the transit corridors and transportation modes being planned to come to the Depot. He said the space is perfect for rail and substantial enough to accommodate all of the modes. Additionally, arrangements are being made in the designs to make the major trail connections to the Depot as fluid as possible. The Depot will truly be a seamless transportation facility.

Commissioner Rettman asked for clarification of the trail connectivity between the Union Depot and the Bruce Vento, Trout Brook and Mississippi River Trails.

Mr. Brown clarified that the connection to the Sam Morgan Trail along the Mississippi River will be along Sibley Street, which will be enhanced and made more open by expanding its sidewalk width to 20 or 30 feet. Connection to the Bruce Vento and Trout Brook Trails will be made via an additional trail along the

north side of the train deck. Specific connections between the Depot property and those trails are still being developed.

Commissioner Bennett asked if a traffic flow pattern has been done for the Depot area.

Mr. Brown replied that they continue to work with St Paul's and Ramsey County's Public Works to fine tune the traffic implications primarily on Kellogg Boulevard. For example, for the designs on Kellogg, the focus is to have as many options as possible to enhance the flow. These new options include the Depot drop-off/pickup area on Kellogg to accommodate up to ten cars, a recommended median to be added on Kellogg, and the introduction of two protected left turns on Broadway to help facilitate the movement.

Leigh Rolfshus, HGA, presented the existing layouts and proposed designs for the front plaza, carriageway, Head House, and the waiting room.

Commissioner Bennett asked if any of the front plaza doors would be eliminated in the design plans.

Mr. Rolfshus said they are keeping and restoring all of the doors.

Mr. Brown presented the existing and proposed designs for the Sibley Kellogg corner, Kellogg Boulevard, platform interior and exterior, train deck, and the Second Street Bridge.

Chair McDonough asked when the Post Office is expected to turn over the train deck to the RCRRA, and if there is potential to obtain it earlier than expected to allow for early construction.

Steve Morris, Transit Project Manager, RCRRA, responded that they will have the train deck by December 31, 2010. The Post Office has the incentive to give us the property sooner, therefore we are hopeful to receive it a month or two earlier.

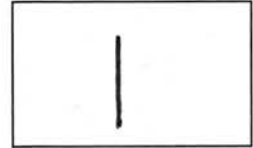
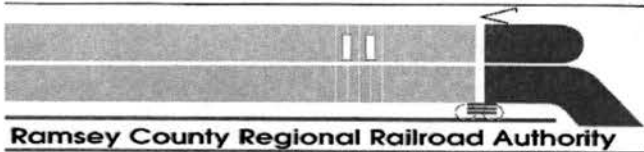
Commissioner Parker suggested the Mortenson Team present their preview/update to the Saint Paul Area Chamber of Commerce and the Saint Paul Riverfront Development Corporation.

Mr. Mangine relayed to the Board what to expect in the near future. He said the RCRRA would be back on August 24 [September 14] for the Phase II agreement. Prior to that, bid packages will be advertised and there will be pre-proposal meetings, which is work that will need to take place before the Phase II contract.

Chair McDonough thanked the team for the update. He said he continues to receive tremendous feedback nationally and internationally on the project team and the work that has been done. He is confident they will have a product that will work extremely well.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:50 a.m.



REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 07/27/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approval of the St. Paul Port Authority's Petition to Vacate City Interest in Duchess Street.

EXECUTIVE SUMMARY

The Saint Paul Port Authority (SPPA) purchased and is redeveloping the site of the former 3M plant on Phalen Boulevard. The Ramsey County Regional Railroad Authority (RCRRA) is an abutting land owner with the NE corridor located parallel to Phalen Boulevard on the south and the SPPA site immediately adjacent to the north. As part of the redevelopment plan, SPPA has retained Loucks Associates to design a new public roadway connection to Phalen Boulevard from Forest Street. The attached graphics show the overall campus and the proposed new public road. The proposed new public road will follow an east-west alignment at approximately the existing Wells Street alignment turning to a north-south alignment along the existing Russell Street alignment. With this new alignment, SPPA is petitioning the City of St. Paul to vacate portions of Duchess, Wells and Russell Streets.

As an abutting landowner, RCRRA approval of the petition is necessary. RCRRA staff, the Ramsey County Surveyor's and Attorney's offices have evaluated the overall redevelopment, including vacating Duchess Street, and together support the petition.

ACTION REQUESTED

Authorize the Chair to sign the St. Paul Port Authority sponsored Petition to Vacate City Interest in Duchess Street.

SUBJECT: Approval of the St. Paul Port Authority's Petition to Vacate City Interest in
Duchess Street.

ATTACHMENTS:

- 1) SPPA Letter Requesting RCRRA Approval
- 2) Petition to Vacate City Interest
- 3) Map of Streets to be Vacated
- 4) SPPA 5 New Road Alignment Map

PREVIOUS ACTION: None

COUNTY MANAGER'S COMMENTS:

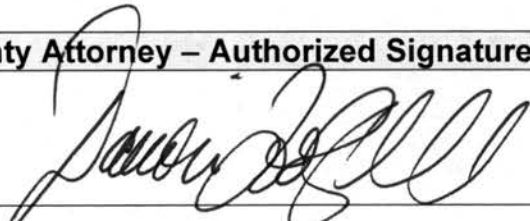
Signing the Petition to Vacate City Interest in Duchess Street will help clear one of many steps the St. Paul Port Authority needs to take in the redevelopment of the former 3M site.

2

SUBJECT: Approval of the St. Paul Port Authority's Petition to Vacate City Interest in Duchess Street.

Regional Railroad Authority – Authorized Signature	Date
	7/20/10

Budgeting & Accounting – Authorized Signature	Date
	7/20/10

County Attorney – Authorized Signature	Date
	7/20/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approval of the St. Paul Port Authority's Petition to Vacate City Interest in Duchess Street.

Draft Resolution

1 WHEREAS, The Saint Paul Port Authority is petitioning the City of St. Paul to vacate the
2 city's interest in Duchess Street; and

3
4 WHEREAS, The approval signature of the Ramsey County Regional Railroad Authority as
5 an abutting landowner is required on the petition; Now, Therefore, be it

6
7 RESOLVED, The Ramsey County Regional Railroad Authority authorizes its Chair to sign
8 the Petition to Vacate City Interest in Duchess Street.

LEONARD
STREET
AND
DEINARD

Attachment 1

150 SOUTH FIFTH STREET SUITE 2300
MINNEAPOLIS, MINNESOTA 55402
612-335-1500 MAIN
612-335-1657 FAX

ERICA L. MISCHNICK
612-335-7338 DIRECT
ERICA.MISCHNICK@LEONARD.COM

June 16, 2010

VIA EMAIL

Ramsey County Regional Railroad Authority
c/o Darwin Lookingbill
Civil Division Director
50 W. Kellogg Blvd., Suite 560
St. Paul, MN 55102

RE: Beacon's Bluff Property Redevelopment and Street Vacation Petition

Dear Darwin:

As you know, we represent the Port Authority of the City of Saint Paul (the "Port Authority") in connection with the redevelopment of the area commonly referred to as Beacon's Bluff (the old 3M Campus) located in the City of Saint Paul.

In connection with the redevelopment process, the Port Authority is seeking the vacation of portions of Duchess, Wells and Russell Streets (the "Streets") as well as a small portion of Vernon Place. Following the redevelopment process, portions of the Streets will be reconfigured and rededicated on a revised plat. Attached for your convenience is a map illustrating the portions of the Streets to be vacated and a copy of the proposed plat.

In accordance with Saint Paul Code of Ordinances Section 130.02, to initiate the street vacation process, the party requesting such vacation must submit a Petition for the Vacation of City Interest, signed by a majority of the landowners abutting the particular street(s) to be vacated (the "Petition"). While the Port owns most of the property abutting the Streets, the City of Saint Paul has informed us that the Ramsey County Regional Railroad Authority ("RCRRA") is owner of fee title to certain real property legally described as:

Part of Lots 6 and 7 lying southerly of Line A, Block 4, Auditor's Subdivision No. 7 and
Part of Lot 29 lying southerly of Line A, Block 2, Auditor's Subdivision No. 7 that also
abuts portions of Duchess Street just north of Phalen Boulevard

(collectively, the "RCRRA Property"), which lies just north of Phalen Boulevard and abuts the southernmost portion of Duchess to be vacated. Because there are only two property owners affected by the proposed vacation, both affected parties must join in the Petition for vacation.

5

Ramsey County Regional Railroad Authority

June 16, 2010

Page 2

Accordingly, the Port Authority respectfully requests that RCRRA join the Port Authority in its Petition for the vacation of Duchess Street. A copy of the Petition is attached for your review.

Please note that the Petition must be signed in the presence of an officer or agent of the Port Authority. As such, if the Petition is acceptable to you, please give me a call at your earliest convenience so that we may arrange for execution of the Petition.

Thank you in advance for your cooperation. I look forward to hearing from you.

Very truly yours,

LEONARD, STREET AND DEINARD

Erica L. Mischnick



PETITION TO VACATE CITY INTEREST

I (we), the undersigned, constituting a majority of the owners (or their legally designated representatives) of the abutting properties, do hereby petition the Council of the City of Saint Paul to vacate its interests in the property(ies) legally described as follows:

See Exhibit A attached hereto.

I (we) request this vacation for the following reason(s). (Indicate whether you will be building on the site.)

For the redevelopment of the Port Authority of the City of Saint Paul's Beacon Bluff project (the former 3M campus) in an effort to attract new business and revitalize the neighborhood.

I (we) have attached six copies of the site plans of any development intended for construction on the lands to be vacated.

Contact Person

Name: Robert F. Devolve
 Phone: 612-335-1480
 Address: Leonard, Street and Deinard
150 South Fifth Street, Suite 2300
Minneapolis, MN 55402
 Email: robert.devolve@leonard.com

Alternate Contact Person

Name: Monte M. Hillemen
 Phone: 651-204-6237
 Address: Port Authority of the City of Saint Paul
1900 Landmark Towers, 345 St. Peter
Street, St. Paul, MN 55102
 Email: _____

Person(s) responsible for payment of vacation fee and for acceptance of the terms and conditions of the vacation:

Name: Monte M. Hillemen
 Phone: 651-204-6237
 Address: Port Authority of the City of Saint Paul
1900 Landmark Towers, 345 St. Peter
Street, St. Paul, MN 55102
 Email: mmh@sppa.com

That part of Auditor's Subdivision No. 7,
Ramsey County, Minnesota, described on
Exhibit B attached hereto

) ss.

Notary Public

Signatures of Owner(s)/Representative(s) of Property(ies) Described Below:

Port Authority of the City of Saint Paul

That part of Auditor's Subdivision No. 7,
Ramsey County, Minnesota, described on
Exhibit C attached hereto

Port Authority of the City of Saint Paul

That part of J.P. Gribben's Re-Arrangement,
Ramsey County, Minnesota, described on
Exhibit D attached hereto

Port Authority of the City of Saint Paul

That part of E.M. Mackubin's Addition to
Saint Paul, Ramsey County, described on
Exhibit E attached hereto

Port Authority of the City of Saint Paul

That part of Hill's Addition to Saint Paul,
Ramsey County, Minnesota, described on
Exhibit F attached hereto

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of July, 2010, by _____, the _____ of the Port Authority of the City of Saint Paul, a public corporation and political subdivision of the State of Minnesota on behalf of said public corporation and political subdivision, who is known to me personally or who produced a valid driver's license for identification.

Notary Public

**EXHIBIT A
TO
PETITION TO VACATE CITY INTEREST**

Legal Description of City Interest to be Vacated

BEACON BLUFF

Streets Within Parcel 5 to be Vacated

Wells Street

That part of Wells Street, as shown on Auditor's Subdivision Number 7, St. Paul Minn., Ramsey County, Minnesota, lying east of the east line of Forest Street and west of the west line of Duchess Street.

Duchess Street

That part of Duchess Street, as shown on Auditor's Subdivision Number 7, St. Paul Minn., Ramsey County, Minnesota, lying north of the easterly extension of the north line of Lot 6, Block 4, said Auditor's Subdivision Number 7, St. Paul Minn. and lying southerly of that 60.00 foot radius circle, the center of circle of which is described as follows:

Commencing at the northeast corner of Lot 18, Block 3, said Auditor's Subdivision Number 7, St. Paul Minn.; thence South 10 degrees 36 minutes 29 seconds East (assuming the north line of said Lot 18 has a bearing of North 89 degrees 36 minutes 39 seconds East) a distance of 60.00 feet to the center of circle to be described and there terminating.

AND

Those parts of Lots 30, 31, 32, 33 and 34, Block 2, and of Lots 6 and 7, Block 4, Auditor's Subdivision No. 7, St. Paul, Minn., Ramsey County, Minnesota, together with that part of vacated Duchess Street accruing thereto by virtue of the vacation thereof, which lie within that 70.00 foot wide strip of land for roadway purposes, described in Document No. 3931232, said Ramsey County; the centerline of said 70.00 foot wide strip being described as follows:

Commencing at the southwest corner of Section 28, Township 29, Range 22, Ramsey County, Minnesota; thence North 00 degrees 12 minutes 04 seconds East, assumed bearing, along the west line of said Section 28 a distance of 1128.71 feet; thence South 86 degrees 28 minutes 30 seconds East a distance of 597.51 feet; thence easterly 244.73 feet along a tangential curve concave to the north having a radius of 1524.00 feet and a central angle of 9 degrees 12 minutes 03 seconds; thence northeasterly 352.03 feet along a compound curve concave to the northwest having a radius of 2923.00 feet and a central angle of 6 degrees 54 minutes 01 seconds; thence North 77 degrees 25 minutes 25 seconds East a distance of 320.87 feet to a point hereinafter referred to as Point A; thence North 76 degrees 45 minutes 55 seconds East a distance of 42.49 feet to the point of

beginning of the line to be described; thence North 12 degrees 33 minutes 28 seconds West a distance of 89.89 feet; thence northerly 132.55 feet along a tangential curve concave to the east having a radius of 600.00 feet and a central angle of 12 degrees 39 minutes 27 seconds; thence North 0 degrees 05 minutes 59 seconds East, tangent to said curve, 200.00 feet and there terminating.

The sidelines of said 70.00-foot wide strip are to be prolonged or shortened so as to begin on a line between the aforescribed Point A and the aforescribed point of beginning, and the easterly extension of said line.

Russell Street

That part of Russell Street, as shown on Auditor's Subdivision Number 7, St. Paul Minn., Ramsey County, Minnesota, lying north of the easterly extension of the north line of Lot 19, Block 2, said Auditor's Subdivision Number 7, St. Paul Minn. and lying southerly of that 45.00 foot radius circle, the center of circle of which is described as follows:

Commencing at the northeast corner of Lot 17, Block 2, said Auditor's Subdivision Number 7, St. Paul Minn.; thence South 89 degrees 36 minutes 05 seconds West, along the north line of said Lot 17, a distance of 20.00 feet; thence South 47 degrees 57 minutes 54 seconds East 45.00 feet to the center of circle to be described and there terminating.

AND

That part of the Eastern 20.00 feet of Lots 17 and 18, said Block 2 lying southerly of the aforescribed 45.00 foot radius circle,

AND

That part of the Western 10.00 feet of Lot 19, Block 1, said Auditor's Subdivision Number 7, St. Paul Minn. lying easterly of the aforescribed 45.00 foot radius circle.

BEACON BLUFF

Vacation of the West 96 feet of Vernon Place in Parcel 4

Legal Description of Vernon Place Vacation

That part of Vernon Place which lies west of a line which is 96 feet east of the east line of Forest Street and is parallel with the extension of the east line of Lot 13, Block 1, J. P. Gribbens Rearrangement A, Ramsey County, Minnesota and which lies east of the east line of Forest Street.

BEACON BLUFF

Vacation of the Alley in Parcel 3

Legal Description of Alley Vacation

Legal Description to be Vacated

Those parts of the alley as originally platted in Block 2, E. M. MacKubin's Addition to Saint Paul, Ramsey County, Minnesota, and as subsequently opened as public alley within said Block 2, lying easterly of the east line of Lot 5, said Block 2, and its extension.

TOGETHER WITH

That portion of Lot 24, Block 2, E. M. MacKubin's Addition to Saint Paul, Ramsey County, Minnesota, described as follows:

Beginning at a point on the north line of said Lot 24 which point is where the prolongation of the east line of Lot 22, said Block 2, intersects said north line of Lot 24; thence east along said north line of Lot 24 to a point where said north line of Lot 24 turns and extends in a northeasterly direction, which point is approximately 12 feet southwest from the northeast corner of said Lot 24; thence southwesterly along the prolongation of the north line of Lot 25, said Block 2, to a point where said line, if prolonged, would intersect the east line of said Lot 22, if this line were also prolonged; thence north along said prolonged east line of said Lot 22 to the place of beginning.

TOGETHER WITH

Those parts of Lots 3 and 4, Block 2, E. M. MacKubin's Addition to Saint Paul, Ramsey County, Minnesota, described as follows:

Beginning at a point, which point is located on the South line of Lot Five (5), said Block Two (2), and is twenty (20.00) feet East of the Southwest corner of Lot Five (5) in said Block Two (2); thence North parallel with the West line of Lot Five (5) in said Block Two (2), a distance of twenty (20.00) feet; thence Easterly along a line parallel with the south line of Bush Avenue (formerly known as Fauquier Avenue) in the City of Saint Paul to a point on the Northerly line of the alley in said Block Two (2), as originally platted; thence Southwesterly and Westerly along the North line of said alley, as originally platted, to the point of beginning.

TOGETHER WITH

Those parts of Lot 1, and the alley as originally platted, all in Block 2, E. M. MacKubin's Addition to Saint Paul, Ramsey County, Minnesota, described as follows:

Beginning at a point where the south line of the north 58.00 feet of said Block Two (2), intersects with the northwesterly line of Lot Twenty-eight (28), said Block Two (2), which

point is twenty-four (24) feet, more or less, Northeasterly from the Northwest corner of said Lot Twenty-eight (28); thence Northerly, parallel with the West line of Forest Street in the City of Saint Paul, to the Southerly line of Bush Avenue (formerly known as Fauquier Avenue) in the City of Saint Paul; thence West along the South line of said Bush Avenue, twenty (20.00) feet; thence Southerly, and parallel with the West line of said Forest Street, to the North line of the alley in said Block 2 as originally platted; thence Southwesterly along the North line of said alley, as originally platted, to the intersection of said line with the south line of the north 58.00 feet of said Block Two (2); thence Easterly and parallel with Bush Avenue to the point of beginning.

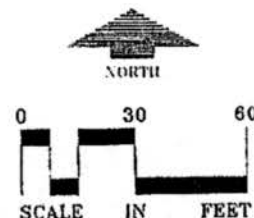
BEACON BLUFF

Vacation of the West Right of Way in Parcel 2

Legal Description of Right of Way Vacation

That part of Lot 30, Block 3, Hill's Addition to Saint Paul, Ramsey County, Minnesota lying southeasterly of Block 3, E.M. Mackubin's Addition to Saint Paul, Ramsey County, Minnesota, to the south line of Block 30, in said Hill's Addition.

19



**Proposed Description to Correct the Defective Description
for a Street Right of Way Easement Contained in
Doc. No's. 4031590 & 4031591.**

(July 9, 2010)

Proposed Corrected Legal Description

That part of Lot 30, Block 3, Hill's Addition to St. Paul, Ramsey County, Minnesota, lying southeasterly of the southwesterly extension of the southeasterly line of Block 3, E. M. MacKubin's Addition to Saint Paul, Ramsey County, Minnesota.

BEACON BLUFF
Parcel 2

St. Paul, Minnesota

ST PAUL PORT AUTHORITY
1900 Landmark Tower
215 S. Fifth Street
St. Paul, MN 55102

LOUCKS ASSOCIATES
Planning • Civil Engineering • Land Easement
Landmark Publications • Environmental

1200 Hennepin Avenue, Suite 200
Minneapolis, Minnesota 55402
Telephone (612) 338-1000
Fax (612) 338-1001

Project Description:

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**EXHIBIT B
TO
PETITION TO VACATE CITY INTEREST**

**Portions of Auditor's Subdivision No. 7, Ramsey County, Minnesota
Owned by the Ramsey County Regional Railroad Authority**

Part of Lot 30 lying southerly of Line A, Block 2, Auditor's Subdivision No. 7, Ramsey County, Minnesota; and

Part of Lots 6 and 7 lying southerly of Line A, Block 4, Auditor's Subdivision No. 7, Ramsey County, Minnesota.

Line A

Commencing at the southwest corner of Section 28, Township 29, Range 22, Ramsey County, Minnesota; thence North 00 degrees 12 minutes 04 seconds East, assumed bearing, along the west line of said Section 28 a distance of 1128.71 feet to the point of beginning of Line A to be described; thence South 86 degrees 28 minutes 30 seconds East a distance of 597.51 feet; thence easterly 244.73 feet along a tangential curve concave to the north having a radius of 1524.00 feet and a central angle of 9 degrees 12 minutes 03 seconds; thence northeasterly 352.03 along a compound curve concave to the northwest having a radius of 2923.00 feet and a central angle of 6 degrees 54 minutes 01 seconds; thence North 77 degrees 25 minutes 25 seconds East a distance of 320.87 feet; thence North 76 degrees 45 minutes 55 seconds East a distance of 371.42 feet; thence North 74 degrees 12 minutes 15 seconds East a distance of 849.61 feet and said Line A there terminating.

**EXHIBIT C
TO
PETITION TO VACATE CITY INTEREST**

**Portions of Auditor's Subdivision No. 7, Ramsey County, Minnesota
Owned by the Port Authority of the City of Saint Paul**

Lots 18, 19, 20 and 21, Block 1, Auditor's Subdivision No. 7, Ramsey County, Minnesota;

Lots 18 and 19, Block 2, Auditor's Subdivision No. 7, Ramsey County, Minnesota;

Part of Lot 30 lying northerly of Line A and all of Lots 31, 32 and 33, Block 2, Auditor's Subdivision No. 7, Ramsey County, Minnesota;

Lots 34, 35 and 36, Block 2, Auditor's Subdivision No. 7, Ramsey County, Minnesota;

Lots 37, 38, 39 and 40, Block 2, Auditor's Subdivision No. 7, Ramsey County, Minnesota;

Lot 20, Block 3, Auditor's Subdivision No. 7, Ramsey County, Minnesota;

Lots 1, 2, 3, 4 and 5, Block 4, Auditor's Subdivision No. 7, Ramsey County, Minnesota; and

Part of Lots 6 and 7 lying northerly of Line A, Block 4, Auditor's Subdivision No. 7, Ramsey County, Minnesota.

Line A

Commencing at the southwest corner of Section 28, Township 29, Range 22, Ramsey County, Minnesota; thence North 00 degrees 12 minutes 04 seconds East, assumed bearing, along the west line of said Section 28 a distance of 1128.71 feet to the point of beginning of Line A to be described; thence South 86 degrees 28 minutes 30 seconds East a distance of 597.51 feet; thence easterly 244.73 feet along a tangential curve concave to the north having a radius of 1524.00 feet and a central angle of 9 degrees 12 minutes 03 seconds; thence northeasterly 352.03 along a compound curve concave to the northwest having a radius of 2923.00 feet and a central angle of 6 degrees 54 minutes 01 seconds; thence North 77 degrees 25 minutes 25 seconds East a distance of 320.87 feet; thence North 76 degrees 45 minutes 55 seconds East a distance of 371.42 feet; thence North 74 degrees 12 minutes 15 seconds East a distance of 849.61 feet and said Line A there terminating.

**EXHIBIT D
TO
PETITION TO VACATE CITY INTEREST**

**Portions of J. P. Gribben's Re-Arrangement, Ramsey County, Minnesota
Owned by the Port Authority of the City of Saint Paul**

Beginning at a point where the North line of Fauquier Avenue intersects the East line of Forest Street; thence in a Northerly direction along said East line of Forest Street to a point where said line intersects the Southerly line of the right-of-way of the Chicago, St. Paul, Minneapolis and Omaha Railway as now laid out (the same being approximately 299.95 feet North of the place of beginning); thence in a Northeasterly direction along the said Southerly line of said railroad right-of-way approximately 1163.75 feet to the Northeasterly corner of Lot 1, Block 15, Terry's Addition; thence in a Southwesterly direction along the Northwesterly line of East Seventh Street approximately 1061.30 feet to a point where the Northwesterly line of East Seventh Street intersects the North line of Fauquier Avenue; thence West along the North line of Fauquier Avenue to the place of beginning except Lots 10, 11, 12 and the East 6.00 feet of Lot 13, and those portions of Lots 17, 16 and the Westerly 16.00 feet of Lot 15, lying South of Vernon Place as originally platted, all in Block 1, J.P. Gribben's Re-arrangement "A," all of said property being in the City of St. Paul, County of Ramsey, and State of Minnesota.

Torrens Property

Tract B:

Lots 10, 11, 12 and the East 6.00 feet of Lot 13 and those portions of Lots 17, 16 and the Westerly 16 feet of Lot 15, lying South of Vernon Place as originally platted, all in Block 1, J.P. Gribben's Re-arrangement "A," according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

**EXHIBIT E
TO
PETITION TO VACATE CITY INTEREST**

**Portions of E.M. Mackubin's Addition to Saint Paul, Ramsey County, Minnesota
Owned by the Port Authority of the City of Saint Paul**

Lots 22, 23, 24, 25, 26, 27, 28, and 29, Block 2, E.M. Mackubin's Addition to Saint Paul,
Ramsey County, Minnesota

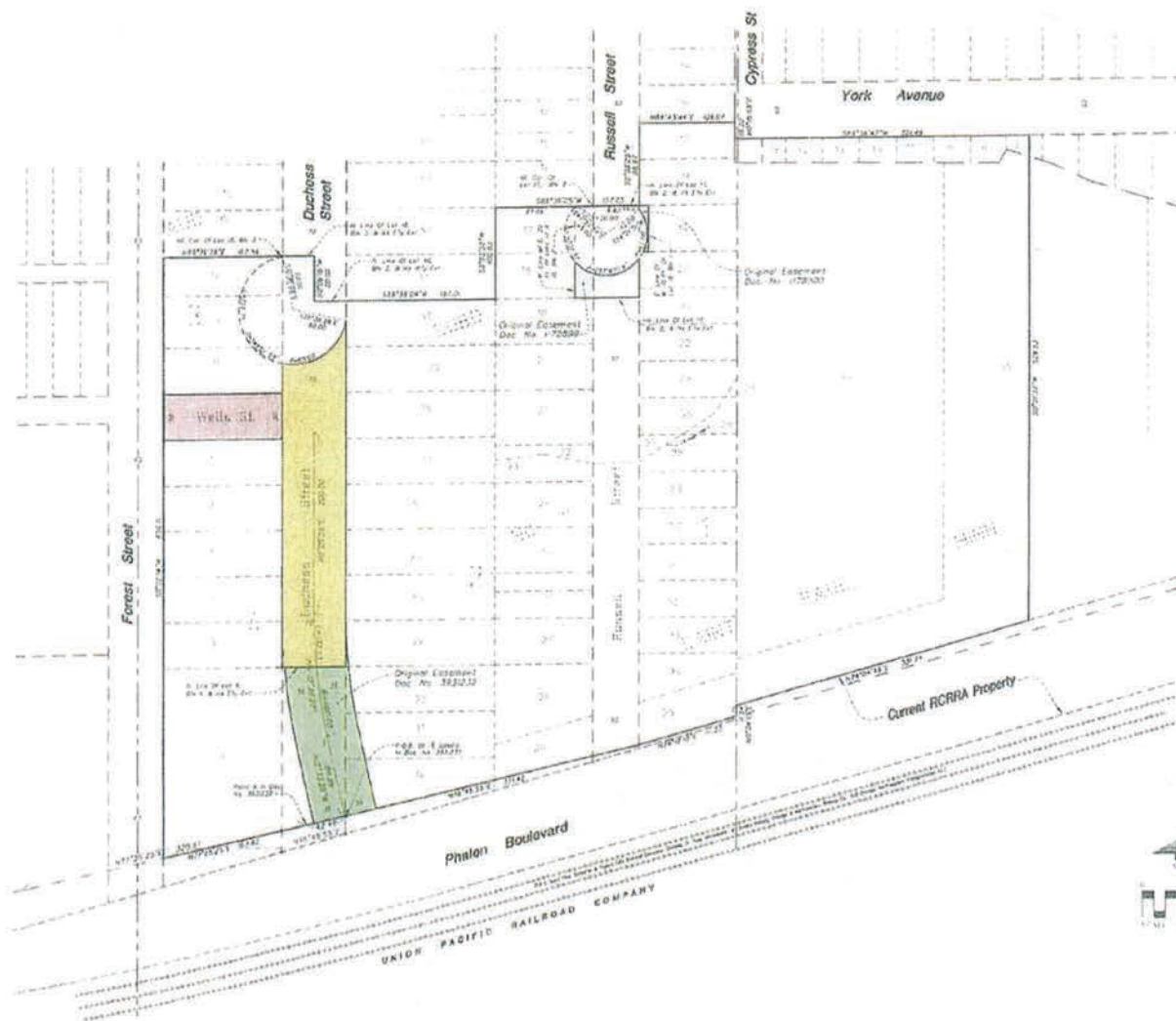
Lots 1, 2, 3, 4, and 5, Block 2, E.M. Mackubin's Addition to Saint Paul, Ramsey County,
Minnesota

**EXHIBIT F
TO
PETITION TO VACATE CITY INTEREST**

**Portions of Hill's Addition to Saint Paul, Ramsey County, Minnesota
Owned by the Port Authority of the City of Saint Paul**

Lot 30, Block 3, Hill's Addition to Saint Paul, Ramsey County, Minnesota

25



BEACON BLUFF

St. Paul, Minnesota

SAINT PAUL PORT AUTHORITY

1990 Landmark Tower
145 S. 4th Street
St. Paul, MN 55101

LOUCKS ASSOCIATES

Planning • Engineering • Surveying • Construction

1000 W. Hennepin Avenue
St. Paul, MN 55102

See Sheet 1 of 1

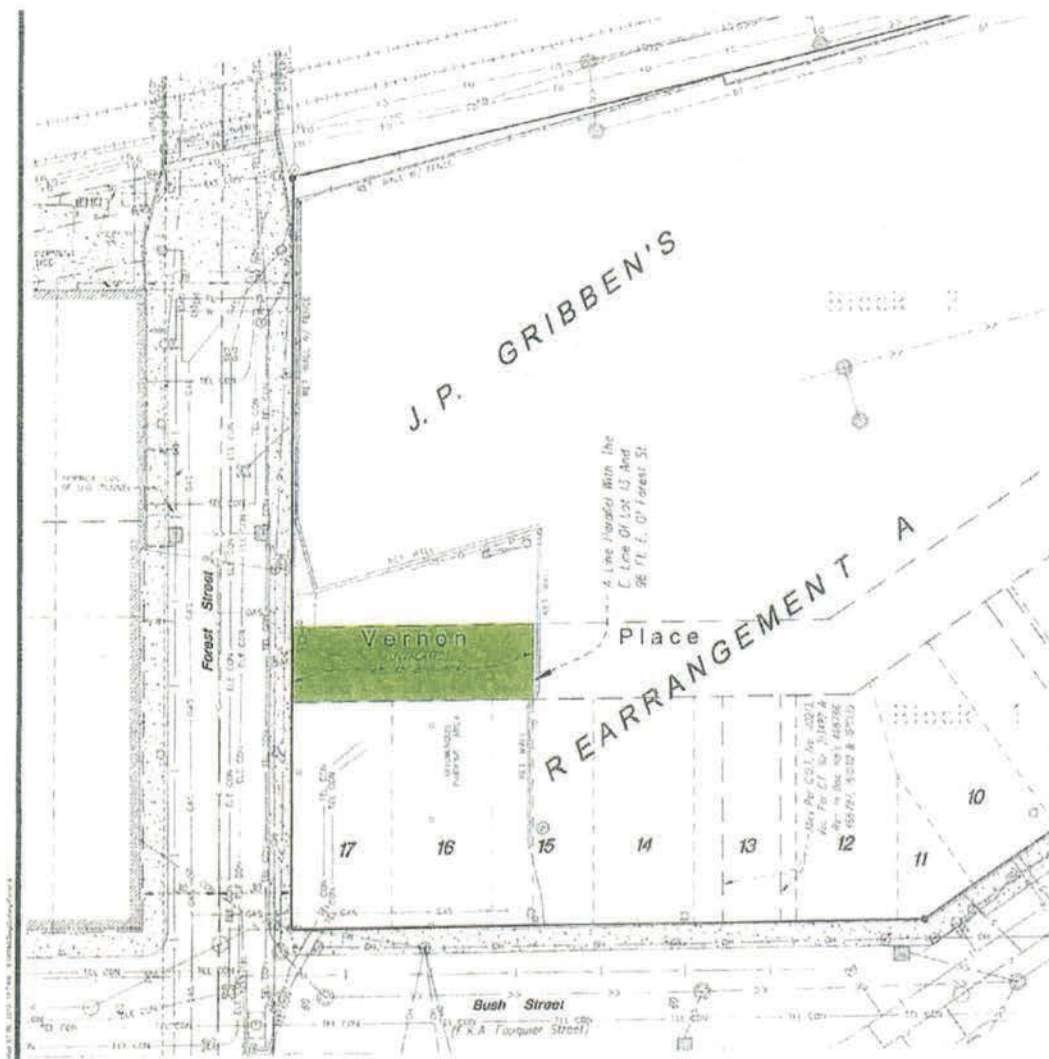
Parcel 5
STREET VACATIONS

08-244

Sheet 2 of 2

Attachment 3

26



BEACON BLUFF

Vacation of the West 96 feet of Vernon Place in Parcel 4

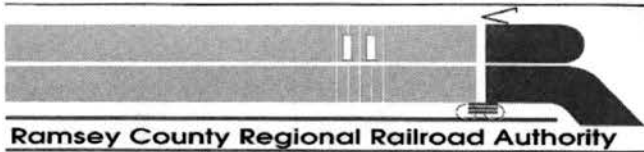
Proposed Legal Description (May 25, 2010)

That part of Vernon Place which lies west of a line which is 96 feet east of the east line of Forest Street and is parallel with the extension of the east line of Lot 13, Block 1, J. P. Gribbens Rearrangement A, Ramsey County, Minnesota and which lies east of the east line of Forest Street.



BEACON BLUFF	
St. Paul, Minnesota	
SANT PAUL PORT AUTHORITY	
LOCKES ASSOCIATES	
Vernon Place VACATION	
Project No.	09-244
Sheet 1 of 1	

Attachment 4



2

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: **07/27/10**

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approval of an Amendment to the Phalen Blvd. easement with City of St. Paul.

EXECUTIVE SUMMARY

On July 16, 2003, the Saint Paul City Council adopted council file number 03-680 authorizing the City to enter into an easement agreement ("Easement") with the Ramsey County Regional Railroad Authority (RCRRA) for permanent easements for the construction of Phalen Boulevard between Payne Avenue and Johnson Parkway in the City of Saint Paul. On July 22, 2003, the RCRRA adopted resolution number R03-39 authorizing the RCRAA to enter into RCRRA Easement No. EN 049 with the City of Saint Paul. On August 18, 2003, the City and the RCRRA executed the Easement.

In 2009, The Saint Paul Port Authority (SPPA) purchased and is redeveloping the site of the former 3M plant on Phalen Boulevard. The RCRRA is an abutting land owner with the NE corridor located parallel to Phalen Boulevard on the south and the SPPA site immediately adjacent to the north. In order to facilitate redevelopment design elements which include: the abandonment of Duchess Street and the relocation of its curb cut to the location of the Russell Street re-alignment, and the widening of Phalen Blvd. to provide for a turn lane and other utility relocation within the existing easement area, the City of St. Paul desires to modify the as-built legal description and accompanying depiction (the "Description"), as shown on Replacement Exhibit E attached hereto. While these infrastructure improvements benefit the SPPA 3M redevelopment project by making connections to Phalen Blvd., the easement relationship is with The City of St. Paul who owns Phalen Blvd.

(Executive Summary continued on next page)

ACTION REQUESTED

Authorize the Chair to sign an Amendment to the 2003 Phalen Blvd. easement with City of St. Paul approving the Description incorporating it into the Easement as a replacement to Exhibit E.

(Executive Summary continued from previous page)

RCRRA staff has consulted with the Ramsey County Surveyor's and Attorney's offices regarding the overall redevelopment; specifically, staff's concern that the ROW is not further compromised in this constricted parcel and the RCRRA remain whole in its ability to develop the corridor. RCRRA has cooperated with the City of Saint Paul and the SPPA with the knowledge that the width of the 2003 Easement cannot and is not being widened. This action is a replacement of the Legal Description and As Built Depiction within the Easement area, and, under paragraphs 2 and 3 of the Easement the City must construct and align any public highway or road so as to preserve a corridor not less than 39 feet wide for future RCRRA development. The Ramsey County Surveyor's office has reviewed the replacement Legal Description and Depiction Exhibits. The Ramsey County Attorney's office has revisited the Easement language. Both are satisfied the RCRRA's position is preserved.

SUBJECT: Approval of an Amendment to the Phalen Blvd. easement with City of St. Paul.

ATTACHMENTS:

- 1) RCRRA EN049 Phalen Blvd. easement, dated 2003
- 2) RCRRA EN049 Easement Amendment, dated 2010
- 3) RCRRA EN049 Easement Amendment Exhibit E Replacement Legal Descriptions
- 4) RCRRA EN049 Easement Amendment Exhibit E Replacement Depiction

PREVIOUS ACTION: R03-39 adopted July 22, 2003.

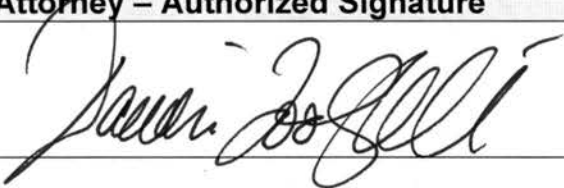
COUNTY MANAGER'S COMMENTS:

An amendment to the Phalen Blvd. easement with the City of St. Paul is necessary to allow for street and utility modifications that support the St. Paul Port Authority's redevelopment of the former 3M site. This action does not compromise the the width of the RCRRA corridor which is protected by Paragraphs 2 and 3 of the easement dated August 18th 2003; whereby the City is required to construct and align any public highway or road so as to preserve a corridor not less than 39 feet wide.

SUBJECT: Approval of an Amendment to the Phalen Blvd. easement with City of St. Paul.

Regional Railroad Authority – Authorized Signature	Date
	7/20/10

Budgeting & Accounting – Authorized Signature	Date
	7/20/10

County Attorney – Authorized Signature	Date
	7/20/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approval of an Amendment to the Phalen Blvd. easement with City of St. Paul.

Draft Resolution

1 WHEREAS, On July 22, 2003, the Ramsey County Regional Railroad Authority adopted
2 resolution number R03-39 authorizing the Ramsey County Regional Railroad Authority to enter
3 into a permanent Easement with the City of Saint Paul ("Easement") for the construction of Phalen
4 Boulevard between Payne Avenue and Johnson Parkway in the City of Saint Paul; and
5

6 WHEREAS, the City of St. Paul desires to modify the as-built legal description and
7 accompanying depiction (the "Description") to the Easement for purposes of allowing infrastructure
8 modifications to Phalen Blvd.; and
9

10 WHEREAS, the modifications will compliment the redevelopment plans of the Saint Paul
11 Port Authority's former 3M site project; Now, Therefore, be it
12

13 RESOLVED, The Ramsey County Regional Railroad Authority authorizes its Chair to
14 execute an Amendment to Ramsey County Regional Railroad Authority Easement No EN 049 with
15 the City of St. Paul, dated 2003.

Attachment 1

EN 049

EASEMENT

For One Dollar (\$1.00) and other valuable consideration, the Ramsey County Regional Railroad Authority (the RCRRA), a political subdivision of the State of Minnesota, hereby grants to the City of St. Paul (the City), a home rule charter city and a municipal cooperation under the laws of the State of Minnesota, a permanent easement for public highway purposes over the Real Property (the Property) legally described in Exhibit A, which is attached hereto and incorporated herein, on this ____ day of _____, 2003. Said grant of easement is subject to the following terms and conditions:

1. Any public highway constructed on the Property shall be constructed in such dimensions as will accommodate upon the Property the public trail (the Trail) constructed on the Property by the City pursuant to the terms of the certain Joint Powers Agreement between the RCRRA, City and County of Ramsey (County) dated August 24, 1993, a copy of which is attached hereto for reference as Exhibit B, and that certain easement dated July 25, 1995, between the RCRRA and the City, a copy of which is attached hereto for reference as Exhibit C (the Trail Easement). Except as provided in paragraph 15, this highway easement is specifically subordinate to the Trail Easement.

2. The Property is a segment of a former railroad right of way previously owned by the Burlington Northern Railroad (BNRR) and was acquired from the BNRR by the RCRRA for preservation as a corridor for future development of a public rail transit system between downtown St. Paul and the northern and eastern portions of the County. To preserve that purpose the City agrees that any public highway or road it constructs on the Property shall be constructed and aligned so as to preserve a corridor not less than 39 feet wide upon which the RCRRA, its successors or assigns, may construct, maintain and operate a rail transit system or a related busway (the Rail Corridor).

3. The parties acknowledge that at certain locations in the Property there is not enough width to construct a public highway, Rail Corridor, and the Trail. Prior to construction of the highway the City shall, at its sole cost and expense, acquire additional real property sufficient to accommodate the Rail Corridor, the Trail, and the highway at such locations, and convey fee title to such property to the RCRRA.

The City shall acquire a sufficient property in the vicinity of Arcade Street for the construction, operation, and maintenance of a transit station and necessary 39 feet wide track roadbed, the station platform of which is twenty-eight feet wide and five hundred feet long, as shown in the attached Exhibit D.

Any property so acquired by the City must be adjacent to and suitable for use as the Rail Corridor without extraordinary excavation, fill, or grading. The City shall grade the Rail Corridor, including any acquired property, to be reasonably level with the adjacent road so that future use as a transitway can be implemented with ordinary grading and roadbed preparation.

4. The City shall submit its right of way plans for acquisition of additional property, and construction plans for the road and the Trail to the RCRRA for review and approval. The RCRRA's review and approval shall be limited to a determination that the proposed highway alignment and property acquisition will leave sufficient undeveloped land for the Rail Corridor and the Trail. The RCRRA shall use due diligence and return comments to the City within sixty (60) days of each plan submittal. The City may not acquire right of way or construct the road until it receives such approval by the RCRRA.

5.. The preliminary location of the highway easement is shown on Exhibit E. Within one hundred eighty (180) days of the opening of the highway between Arcade Street and Johnson Parkway for public travel the City shall prepare an as-built legal description of the highway easement. This as-built legal description shall be incorporated into this grant of easement upon

approval by the RCRRA, and shall become the portion of the Property to which this easement applies. If the City fails to provide the as built legal description as provided herein, this easement nevertheless shall be restricted to the paved portion of the public highway as built, and this easement shall not apply to any other portion of the Property.

6. At such time as the RCRRA, its successors or assigns, determine to construct a transit system within the Rail Corridor, if in the sole and absolute discretion of the RCRRA, its successors, or assigns, safety devices or barriers are necessary for safe operation of the transit system adjacent to the highway or Trail, the City shall reimburse the RCRRA, its successors or assigns, for the costs it incurs to provide such safety structures, to the extent such safety structures are the financial responsibility of the RCRRA.

7. The City shall be responsible for maintenance and security of the Property, including the Rail Corridor and Trail portions thereof, until such time as a transit system is constructed in the Rail Corridor. At such time, the entity constructing or operating the transit system shall be responsible for maintenance and security of the Rail Corridor, and the City shall be responsible for maintenance and security of the highway and Trail.

8. The City agrees that it will not levy any special assessments or general property taxes against the Property.

9. The City hereby releases the RCRRA from the obligations of paragraph III (c)(2) of the Joint Powers Agreement, to the extent that the reason the RCRRA cannot provide space in the Property for a Trail is a result of the construction of the Highway.

10. The easement granted herein is non-exclusive and is subject to the rights of the BNRR reserved in the deed from the BNRR to the RCRRA dated December 17, 1992, and filed of record with the Ramsey County Recorder as document number 2693267 on December 28, 1992; to that certain mortgage between the State of Minnesota and the RCRRA dated September 9,

1992, and such other licenses, permits and easements granted by the RCRRA and identified in the attached Exhibit F.

11. If at any time the City obtains net revenue from private parties for use of the highway right of way for any purpose, the RCRRA shall be entitled to and the City shall pay to the RCRRA one-half of such net revenues.

12. The City will indemnify, defend, and hold the RCRRA harmless from any loss, liability, claims, suits, costs and expenses, arising out of any claim of injury or damage to person(s) or property arising from the design or construction of any public highway on the Property from any cause whatsoever other than the RCRRA's gross negligence or willful misconduct. Nothing in this paragraph shall be deemed or construed as a waiver by either the City or the RCRRA of any of their statutory or common law immunities, defenses, or limitations of liability.

13. The City shall not plant or permit the growth of trees within the Rail Corridor. The Rail Corridor shall be planted with grass, flowers, and/or shrubs that mature to no more than six (6) feet in height. Plantings shall be maintained until devoted to use as a transitway, except the City may place non-permanent benches and trash receptacles within the Rail Corridor. The RCRRA shall approve the planting plan.

14. As part of the highway construction, the City may construct public roads across the Rail Corridor to connect to Phalen Boulevard. If in the sole discretion of the RCRRA, its successors or assigns, safe or efficient operation of a transit system within the Rail Corridor requires construction of an active warning signal system at the grade crossing between the connecting public roads and the Rail Corridor, the City will reimburse the RCRRA its successors or assigns, for any reasonable costs to construct the active warning signal system.

15. In lieu of the obligation of the City to provide sufficient land within the Property to accommodate the Trail, the road, and the Rail Corridor, the City may elect to reroute all or any portion of the Trail so that it is not on the Property. In any area where the City elects to do this, such removal and relocation of the Trail shall be deemed an abandonment of the Trail, or portion thereof, under the provisions of paragraph 4 of the Trail Easement, and the City shall comply with the provisions of said paragraph 4. At such time as the City abandons the Trail it shall only be obligated under this agreement to insure sufficient land within the Property for the road and Rail Corridor, and will not be obligated to provide land for the Trail.

IN WITNESS WHEREOF, the parties hereto have signed this easement on this 18th day of August, 2003.

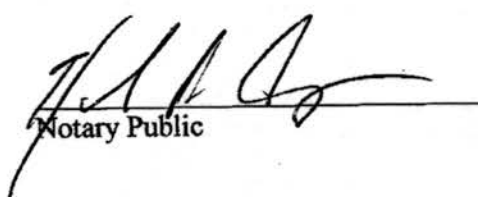
RAMSEY COUNTY REGIONAL
RAIL AUTHORITY

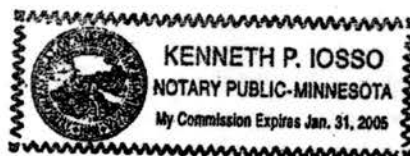
By: 

Rafael E. Ortega, Chair

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing was acknowledged before me this 18th day of August, 2003, by Rafael E. Ortega, the Chair of the Ramsey County Regional Railroad Authority, a political subdivision under the laws of Minnesota, on behalf of the Regional Railroad Authority.


Notary Public



Approved as to Form:

Lisa A. Keith
Assistant City Attorney

CITY OF ST. PAUL

By: Dennis J. Flaherty

Randy E. Kelly

Its: Mayor

By: Matt Smith

Its: Director, Office of Financial Services

By: Robert A. Sandquist

Its: Director of Public Works

By: Shari A. Moore

Its: City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing was acknowledged before me this 11th day of August, 2003, by
Dennis J. Flaherty, Matt Smith and
Robert Sandquist, the Deputy Mayor,
Director of Financial Services and Director of Public Works
of City of St. Paul, a home rule charter city
under the laws of State of Minnesota, on behalf of the City of St. Paul.

Shari A. Moore
notary public

This instrument was drafted by:
David F. MacMillan
Ramsey County Attorney's Office
560 RCGC-WEST
50 West Kellogg Boulevard
St. Paul, MN 55102

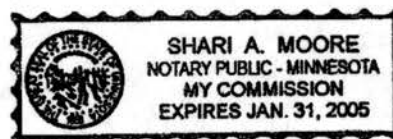
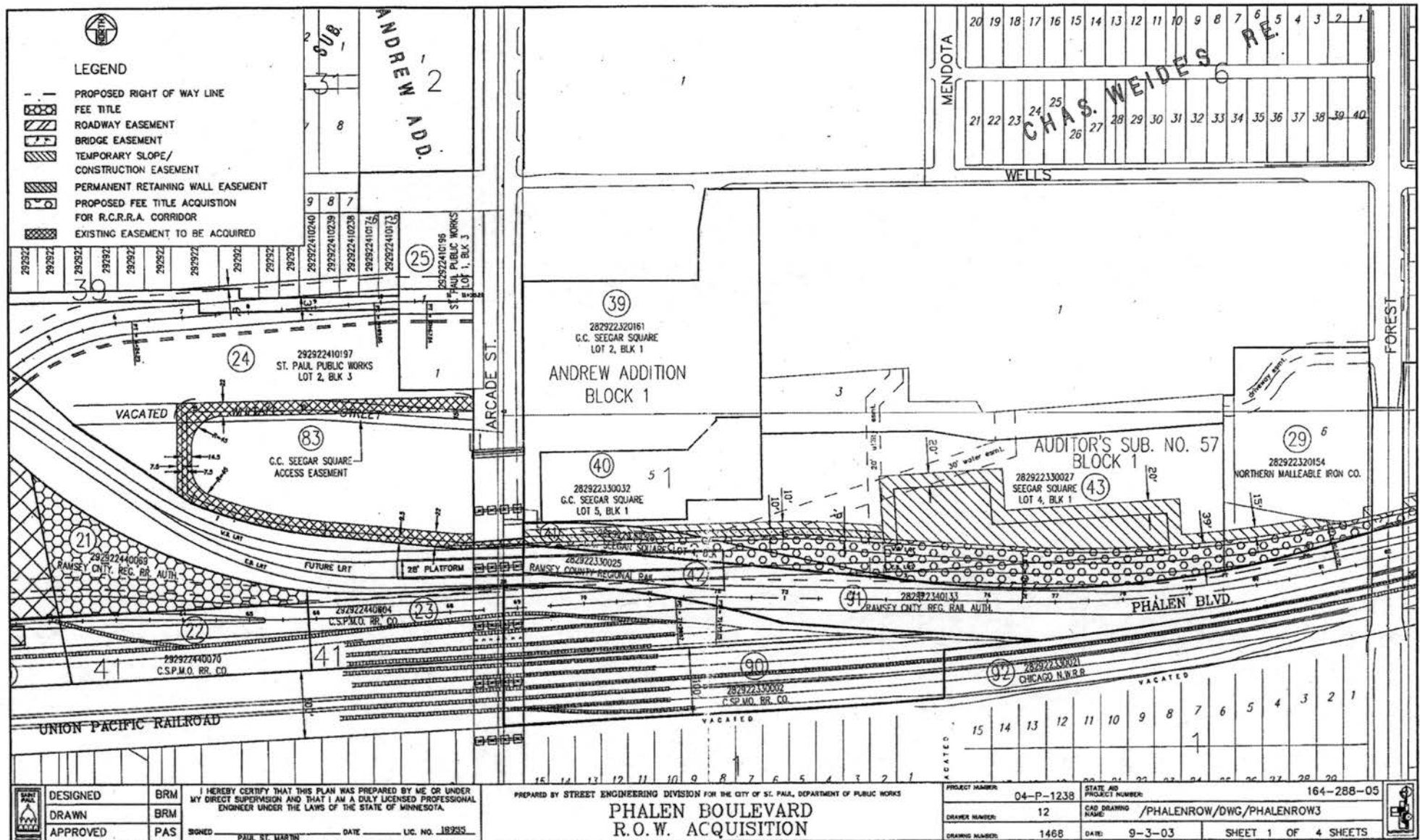
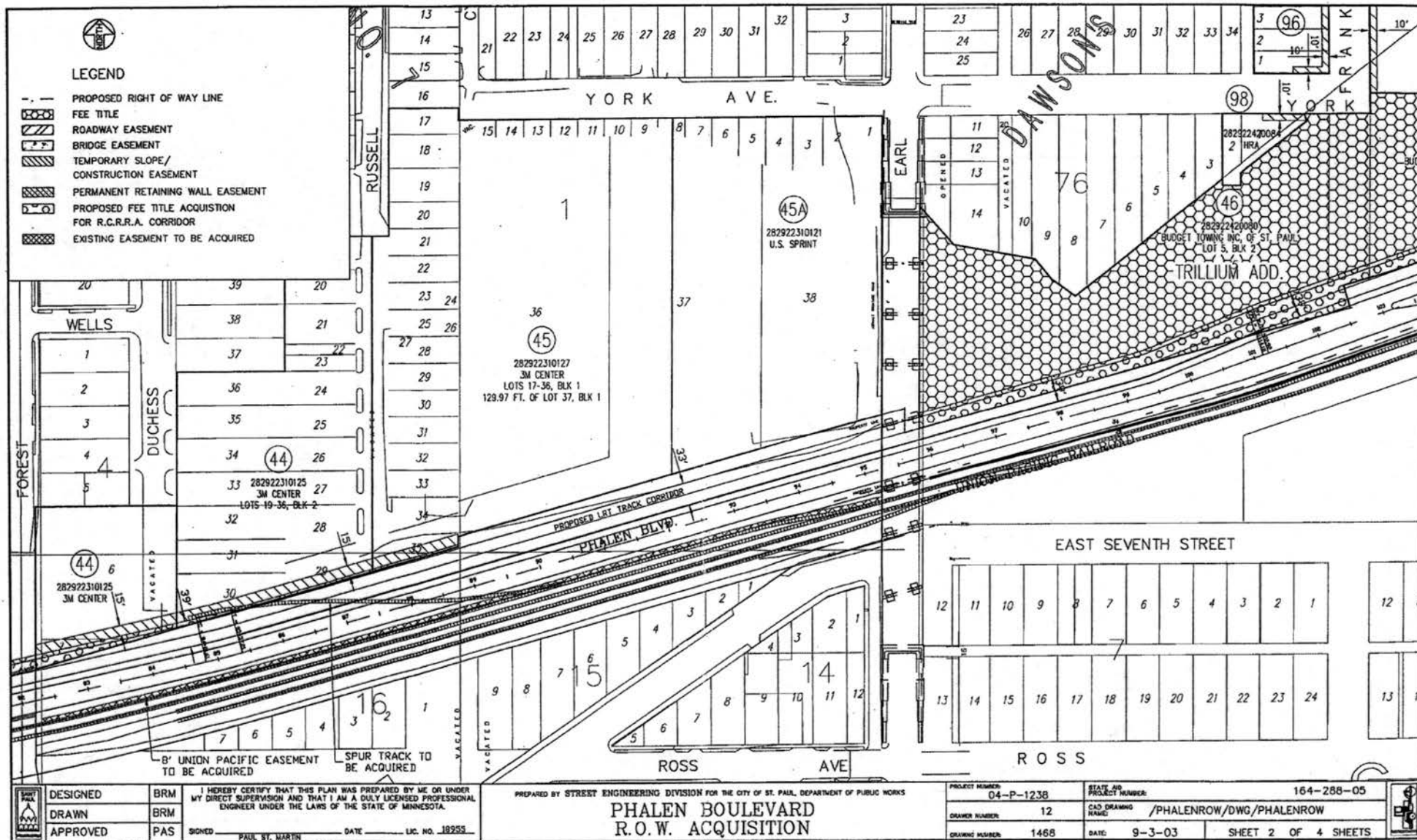
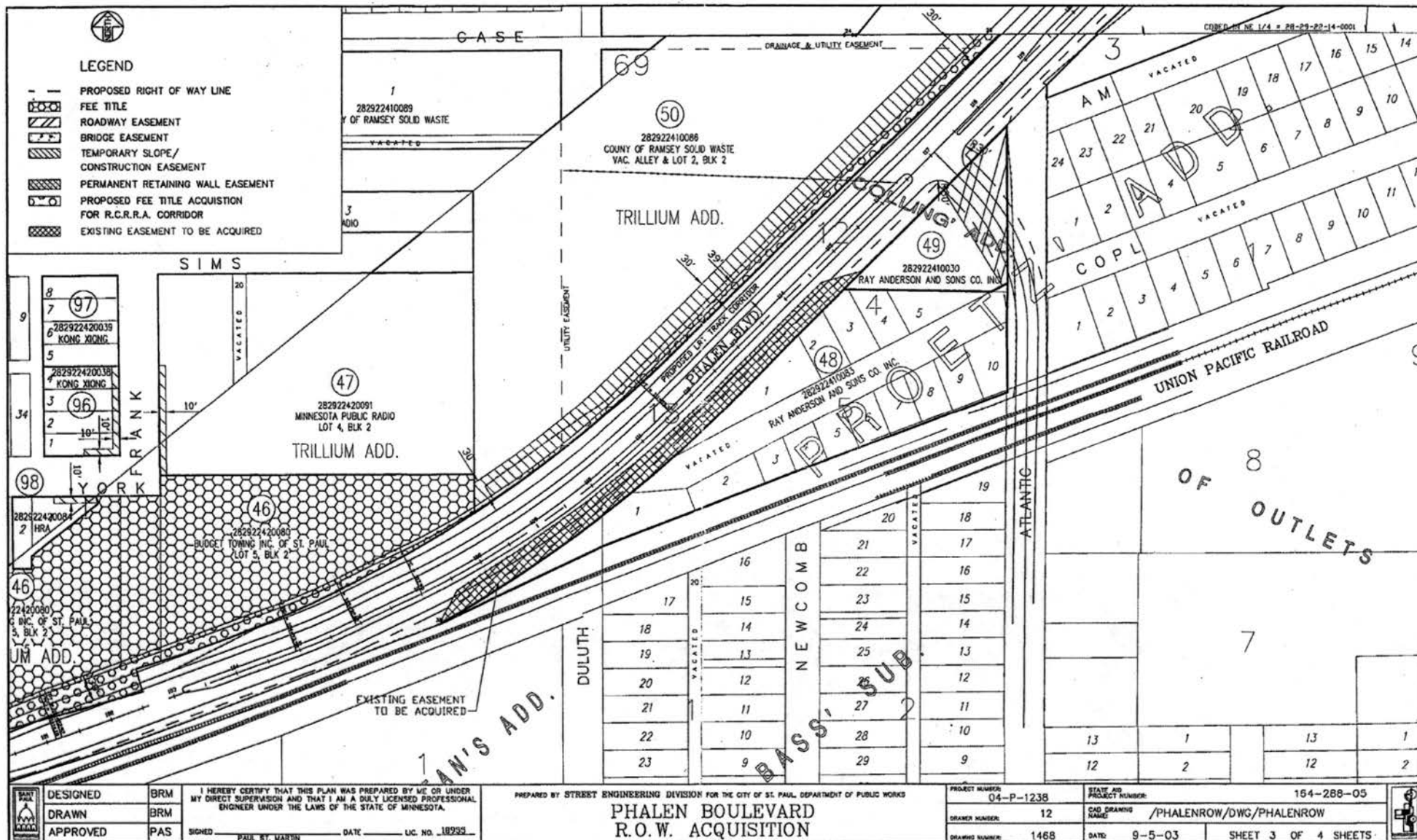


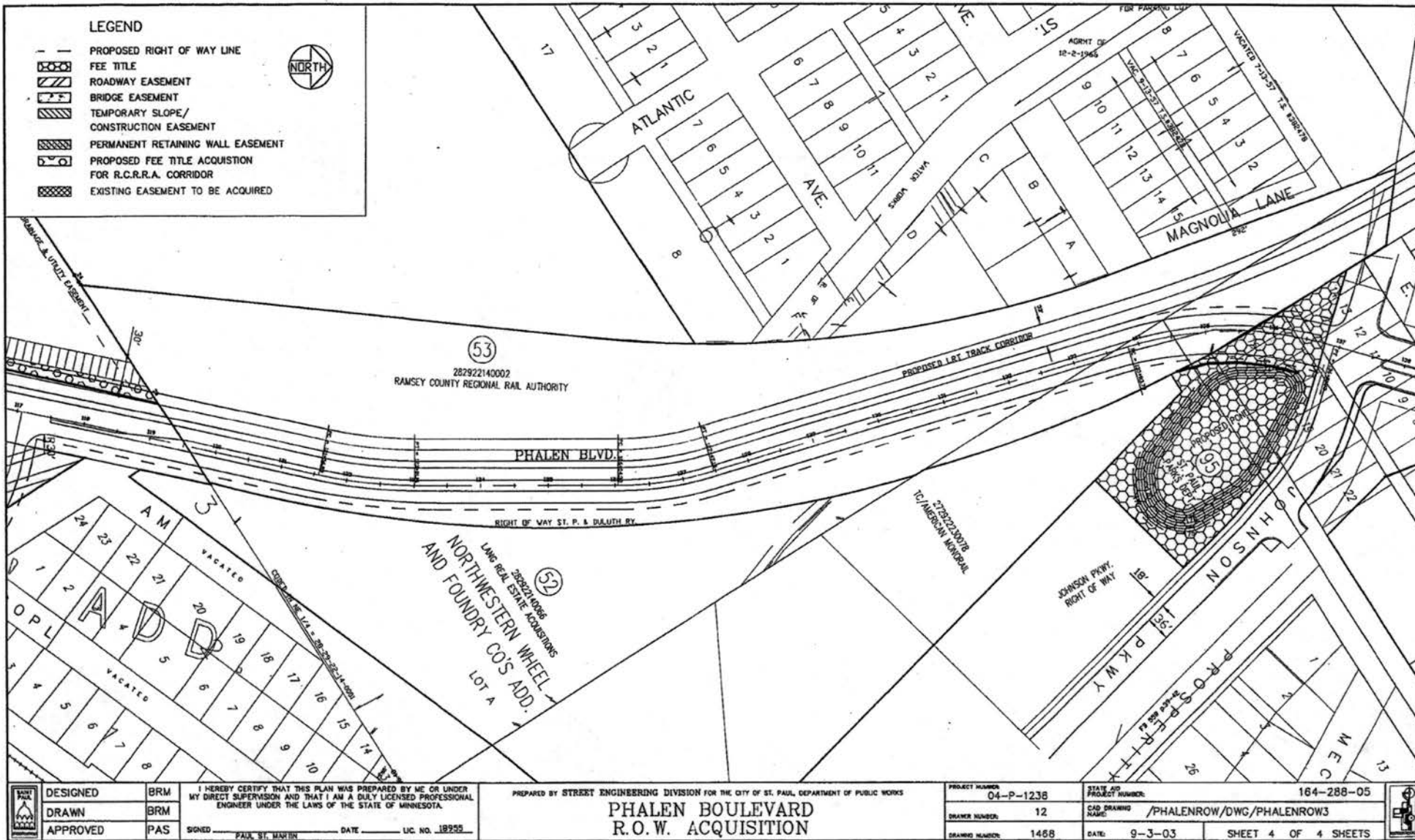
Exhibit E



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15

Attachment 2

DRAFT

EASEMENT ADDENDUM

THIS EASEMENT ADDENDUM ("Addendum"), is given as of the _____ day of _____, 2010, between the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation under the laws of the State of Minnesota (the "City"), and the RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, a political subdivision of the State of Minnesota, ("the RCRRA").

RECITALS

A. On July 16, 2003 the Saint Paul City Council adopted council file number 03-680 authorizing the City to enter into an easement agreement ("Easement") with the RCRRA for permanent easements for the construction of Phalen Boulevard between Payne Avenue and Johnson Parkway in the City of Saint Paul.

B. On July 22, 2003 the Board of the Ramsey County Regional Railroad Authority adopted resolution number R03-39 authorizing the RCRAA to enter into said Easement with the City.

C. On August 18, 2003 the City and the RCRRA executed the Easement.

D. Paragraph 5 of the Easement states, "Within one hundred eighty (180) days of the opening of the highway between Arcade Street and Johnson Parkway for public travel the City shall prepare an as-built legal description of the highway easement. This as-built legal description shall be incorporated into this grant of easement upon approval by the RCRRA and shall become the portion of the Property to which this easement applies."

E. The City has prepared and the RCRRA has reviewed said as-built legal description and accompanying depiction (the "Description"), as shown on Replacement Exhibit E attached hereto.

F. The City and the RCRRA wish to incorporate the Description into the Easement as a replacement to Exhibit E that depicts the preliminary location of the easement area prior to construction of the roadway.

NOW, THEREFORE, the City and the RCRRA hereby agree to the following:

1. The RCRRA approves the Description of the Easement.
2. The Description is hereby incorporated into the Easement as a replacement to Exhibit E.

**SIGNATURE PAGE OF
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
FOR EASEMENT ADDENDUM**

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be made as of the day and year first above written.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

By: _____

Its _____

STATE OF MINNESOTA)
) ss
COUNTY OF Ramsey)

The instrument was acknowledged before me this _____ day of _____, 2010, by _____, its _____, on behalf of the Ramsey County Regional Railroad Authority, a political subdivision under the laws of Minnesota.

Notary Public

**SIGNATURE PAGE OF
CITY OF SAINT PAUL
FOR EASEMENT ADDENDUM**

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be made as of the day and year first above written.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor or Deputy Mayor

By: _____
Its Director of Financial Services

By: _____
Its City Clerk

Approved as to form:

Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, Mayor or Deputy Mayor, _____, Director, Office of Financial Services and _____, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

Notary Public

This Instrument was drafted by:
City of Saint Paul
Office of Financial Services/Real Estate Section
Room 1000, City Hall Annex
25 W. 4th St.
St. Paul, MN 55102

**REPLACEMENT
EXHIBIT E**

As-Built Legal Description and Depiction of Easement

Replacement Exhibit E - legal descriptions

Phalen Blvd. Bridge over RCRRA 200 ft East of Payne Ave.

(December 23, 2009)

That part of the Southeast Quarter of Section 29, Township 29, Range 22, Ramsey County, Minnesota, lying between the following described Lines 1 and 2 and lying within a 120.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 12 minutes 04 seconds East, assumed bearing, along the east line of said Southeast Quarter a distance 706.69 feet to the point of beginning of the centerline to be described; thence North 78 degrees 20 minutes 24 seconds West a distance of 1790.00 feet and there terminating.

Line 1

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 12 minutes 04 seconds East, assumed bearing, along the east line of said Southeast Quarter a distance of 1123.35 feet to the point of beginning of the line to be described; thence South 85 degrees 57 minutes 09 seconds West a distance of 61.25 feet; thence North 84 degrees 29 minutes 19 seconds West a distance of 207.51 feet; thence northwesterly a distance of 206.75 feet along a tangential curve concave to the north, having a radius of 690.85 feet and a central angle of 17 degrees 08 minutes 50 seconds; thence North 56 degrees 10 minutes 38 seconds West, not tangent to the last described curve; a distance of 212.27 feet; thence North 47 degrees 09 minutes 21 seconds West, a distance of 45.39 feet; thence northwesterly a distance of 215.89 feet along a non-tangential curve, concave to the southwest, having a radius of 608.82 feet, a central angle of 20 degrees 19 minutes 02 seconds and a chord bearing of North 55 degrees 24 minutes 12 seconds West; thence South 0 degrees 11 minutes 43 seconds East, not tangent to the last described curve a distance of 0.54 feet; thence northwesterly a distance of 90.20 feet along a non-tangential curve, concave to the southwest, having a radius of 609.69 feet, a central angle of 8 degrees 28 minutes 35 seconds and a chord bearing of North 70 degrees 33 minutes 12 seconds West; thence North 74 degrees 47 minutes 29 seconds West, tangent to the last described curve, a distance of 4.00 feet; thence westerly, southwesterly and southerly a distance of 1269.46 feet along a tangential curve, concave to the southeast, having a radius of 639.80 feet and a central angle of 113 degrees 41 minutes 00 seconds and said line there terminating.

Line 2

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 12 minutes 04 seconds East, assumed bearing, along the east line of said Southeast Quarter a distance 1064.35 feet to the point of beginning of the line to be described; thence westerly a distance of 74.25 feet along a non-tangential curve concave to the south having a radius of 1325.40 feet, a central angle of 3 degrees 12 minutes 35 seconds and a chord bearing of South 87 degrees 07 minutes 48 seconds West; thence South 85 degrees 31 minutes 31 seconds West, tangent to the last described curve, a distance of 73.64 feet; thence westerly a distance of 145.81 feet along a tangential curve, concave to the north, having a radius of 775.84 feet and a central angle of 10 degrees 46 minutes 06 seconds; thence South 3 degrees 10 minutes 10 seconds East, not tangent to the last described curve a distance of 17.63 feet; thence South 86 degrees 49 minutes 50 seconds West a distance of 373.22 feet; thence North 10 degrees 47 minutes 02 seconds West a distance of 217.92 feet; thence northwesterly a distance of 53.60 feet along a non-tangential curve, concave to the northeast having a radius of 775.84 feet, a central angle of 3 degrees, 57 minutes 29 seconds and a chord bearing of North 48 degrees 08 minutes 14 seconds West; thence northwesterly a distance of 254.72 feet along a tangential curve, concave to the southwest, having a radius of 509.69 feet and a central angle of 28 degrees 38 minutes 00 seconds; thence North 74 degrees 47 minutes 29 seconds West, tangent to the last described curve, a distance of 4.00 feet; thence westerly, southwesterly and southerly a distance of 1071.04 feet along a tangential curve, concave to the southeast, having a radius of 539.80 feet and a central angle of 113 degrees 41 minutes 00 seconds and said line there terminating.

Neid Lane Bridge over RCRRA

(December 23, 2009)

That part of the Southeast Quarter of Section 29, Township 29, Range 22, Ramsey County, Minnesota, lying between the following described Lines 1 and 2 and lying within a 101.00 foot wide strip of land the centerline of which is described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 12 minutes 04 seconds East, assumed bearing, along the east line of said Southeast Quarter a distance 706.69 feet; thence North 54 degrees 57 minutes 53 seconds West a distance of 1007.72 feet to the point of beginning of the centerline to be described; thence North 36 degrees 06 minutes 00 seconds East a distance of 200.00 feet and there terminating.

Line 1

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 12 minutes 04 seconds East, assumed bearing, along the east line of said Southeast Quarter a distance of 1123.35 feet to the point of beginning of the line to be described; thence South 85 degrees 57 minutes 09 seconds West a distance of 61.25 feet; thence North 84 degrees 29 minutes 19 seconds West a distance of 207.51 feet; thence northwesterly a distance of 206.75 feet along a tangential curve concave to the north, having a radius of 690.85 feet and a central angle of 17 degrees 08 minutes 50 seconds; thence North 56 degrees 10 minutes 38 seconds West, not tangent to the last described curve; a distance of 212.27 feet; thence North 47 degrees 09 minutes 21 seconds West, a distance of 45.39 feet; thence northwesterly a distance of 215.89 feet along a non-tangential curve, concave to the southwest, having a radius of 608.82 feet, a central angle of 20 degrees 19 minutes 02 seconds and a chord bearing of North 55 degrees 24 minutes 12 seconds West; thence South 0 degrees 11 minutes 43 seconds East, not tangent to the last described curve a distance of 0.54 feet; thence northwesterly a distance of 90.20 feet along a non-tangential curve, concave to the southwest, having a radius of 609.69 feet, a central angle of 8 degrees 28 minutes 35 seconds and a chord bearing of North 70 degrees 33 minutes 12 seconds West; thence North 74 degrees 47 minutes 29 seconds West, tangent to the last described curve, a distance of 4.00 feet; thence westerly, southwesterly and southerly a distance of 1269.46 feet along a tangential curve, concave to the southeast, having a radius of 639.80 feet and a central angle of 113 degrees 41 minutes 00 seconds and said line there terminating.

Line 2

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 12 minutes 04 seconds East, assumed bearing, along the east line of said Southeast Quarter a distance 1064.35 feet to the point of beginning of the line to be described; thence westerly a distance of 74.25 feet along a non-tangential curve concave to the south having a radius of 1325.40 feet, a central angle of 3 degrees 12 minutes 35 seconds and a chord bearing of South 87 degrees 07 minutes 48 seconds West; thence South 85 degrees 31 minutes 31 seconds West, tangent to the last described curve, a distance of 73.64 feet; thence westerly a distance of 145.81 feet along a tangential curve, concave to the north, having a radius of 775.84 feet and a central angle of 10 degrees 46 minutes 06 seconds; thence South 3 degrees 10 minutes 10 seconds East, not tangent to the last described curve a distance of 17.63 feet; thence South 86 degrees 49 minutes 50 seconds West a distance of 373.22 feet; thence North 10 degrees 47 minutes 02 seconds West a distance of 217.92 feet; thence northwesterly a distance of 53.60 feet along a non-tangential curve, concave to the northeast having a radius of 775.84 feet, a central angle of 3 degrees, 57 minutes 29 seconds and a chord bearing of North 48 degrees 08 minutes 14 seconds West; thence northwesterly a distance of 254.72 feet along a tangential curve, concave to the southwest, having a radius of 509.69 feet and a central angle of 28 degrees 38 minutes 00 seconds; thence North 74 degrees 47 minutes 29 seconds West, tangent to the last described curve, a distance of 4.00 feet; thence westerly, southwesterly and southerly a distance of 1071.04 feet along a tangential curve, concave to the southeast, having a radius of 539.80 feet and a central angle of 113 degrees 41 minutes 00 seconds and said line there terminating.

Sliver of Phalen Blvd. R/W over RCRRA from Arcade St. West 290 ft

(December 23, 2009)

That part of the Southeast Quarter of Section 29, Township 29, Range 22, Ramsey County, Minnesota, lying northerly of the following described Line 3:

Line 3

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 12 minutes 04 seconds East, assumed bearing, along the east line of said Southeast Quarter a distance 1064.35 feet to the point of beginning of the line to be described; thence westerly a distance of 74.25 feet along a non-tangential curve concave to the south having a radius of 1325.40 feet, a central angle of 3 degrees 12 minutes 35 seconds and a chord bearing of South 87 degrees 07 minutes 48 seconds West; thence South 85 degrees 31 minutes 31 seconds West, tangent to the last described curve, a distance of 73.64 feet; thence westerly a distance of 185.51 feet along a tangential curve, concave to the north, having a radius of 775.84 feet and a central angle of 13 degrees 41 minutes 59 seconds to the intersection with the following described Line 4, and there terminating.

and lying southerly of the following described Line 4:

Line 4

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 12 minutes 04 seconds East, assumed bearing, along the east line of said Southeast Quarter a distance 1061.61 feet; thence North 88 degrees 29 minutes 23 seconds West a distance of 42.49 feet to the intersection with the aforescribed Line 3, said point of intersection being the point of beginning of the line to be described; thence North 88 degrees 29 minutes 23 seconds West a distance of 69.50 feet; thence South 89 degrees 28 minutes 45 seconds West a distance of 360.00 feet and there terminating.

Phalen Blvd. R/W over RCRRA – Arcade St. to Earl St.

(December 23, 2009)

Those parts of the Southwest Quarter of Section 28, Township 29, Range 22, and of Lot 4, Block 1, ANDREW ADDITION and of Lots 6, 7 and 12, Auditor's Subdivision No. 57, St. Paul, Minn. and of Lot 35, Block 1, Auditor's Subdivision No. 7, St. Paul Minn. and of Vacated Russell Street as shown on said Auditor's Subdivision No. 7, St. Paul Minn., all in Ramsey County, Minnesota, lying southerly of the following described Line A, and lying northerly of the following described Line B:

Line A

Commencing at the southwest corner of said Southwest Quarter of Section 28, T. 29, R. 22, Ramsey County, Minnesota; thence North 00 degrees 12 minutes 04 seconds East, assumed bearing, along the west line of said Southwest Quarter a distance of 1061.61 feet to the point of beginning of Line A to be described; thence South 86 degrees 28 minutes 01 seconds East a distance of 402.44 feet; thence easterly a distance of 217.43 feet along a tangential curve concave to the north, having a radius of 1528.70 feet and a central angle of 8 degrees 08 minutes 57 seconds; thence North 85 degrees 23 minutes 02 seconds East, tangent to the last described curve, a distance of 173.20 feet; thence easterly a distance of 207.79 feet along a tangential curve concave to the north having a radius of 2967.25 feet and a central angle of 4 degrees 00 minutes 44 seconds; thence North 18 degrees 33 minutes 19 seconds East, 44.18 feet to the intersection with the hereinafter described Line A2; thence easterly, along said Line A2, being a 2923.00 foot radius curve, concave to the north, central angle 1 degree 11 minutes 31 seconds, a distance of 60.81 feet; thence South 36 degrees 54 minutes 04 seconds East 43.88 feet to the intersection with the easterly extension of the previously described 2967.25 foot radius curve; thence easterly, along said 2967.25 foot radius curve, central angle 2 degrees 02 minutes 26 seconds a distance of 105.68 feet; thence North 77 degrees 21 minutes 56 seconds East, tangent to the last described curve, a distance of 323.44 feet; thence North 76 degrees 45 minutes 26 seconds East a distance of 97.86 feet; thence North 74 degrees 11 minutes 34 seconds East a distance of 181.47 feet; thence North 60 degrees 36 minutes 02 seconds East a distance of 52.45 feet; thence North 41 degrees 19 minutes 42 seconds East a distance of 6.27 feet; thence North 15 degrees 48 minutes 26 seconds West a distance of 12.71 feet to the intersection with said Line A2; thence North 76 degrees 45 minutes 55 seconds East, along said Line A2, a distance of 30.32 feet; thence North 74 degrees 12 minutes 15 seconds East, along said Line A2, a distance of 35.71 feet; thence South 44 degrees 37 minutes 22 seconds East a distance of 21.84 feet; thence South 84 degrees 50 minutes 31 seconds East a distance of 22.00 feet; thence North 76 degrees 33 minutes 55 seconds East a distance of 294.07 feet; thence North 74 degrees 11 minutes 56 seconds East a distance of 537.72 feet and there terminating.

Line B

Commencing at the southeast corner of the Southwest Quarter of Section 28, T. 29, R. 22, Ramsey County, Minnesota; thence North 00 degrees 01 minute 38 seconds East, assumed bearing, along the east line of said Southwest Quarter a distance of 1419.81 feet to the point of beginning of the line to be described; thence South 74 degrees 17 minutes 02 seconds West a distance of 977.37 feet; thence southwesterly a distance of 908.93 feet along a tangential curve, concave to the northwest, having a radius of 5714.65 feet and a central angle of 9 degrees 06 minutes 47 seconds; thence North 86 degrees 00 minutes 57 seconds West, not tangent to the last described curve, a distance of 378.09 feet; thence northwesterly a distance of 22.52 feet along a non-tangential curve, concave to the northeast, having a radius of 1523.18 feet, a central angle of 0 degrees 50 minutes 49 seconds and a chord bearing of North 74 degrees 56 minutes 37 seconds West; thence North 74 degrees 31 minutes 12 seconds West, tangent to the last described curve, a distance of 13.51 feet; thence westerly a distance of 387.36 feet along a tangential curve concave to the south, having a radius of 1325.40 feet and a central angle of 16 degrees 44 minutes 42 seconds to a point on the west line of said Southwest Quarter distant 1064.35 feet from the southwest corner of said Southwest Quarter and there terminating.

Line A2

Commencing at the southwest corner of said Southwest Quarter of Section 28; thence North 00 degrees 12 minutes 04 seconds East, assumed bearing, along the west line of said Southwest Quarter, a distance of 1128.71 feet to the point of beginning of Line A2 to be described; thence South 86 degrees 28 minutes 30 seconds East a distance of 597.51 feet; thence easterly a distance of 244.73 feet, along a tangential curve concave to the north having a radius of 1524.00 feet and a central angle of 9 degrees 12 minutes 03 seconds; thence northeasterly a distance of 352.03 feet along a compound curve concave to the north having a radius of 2923.00 feet and a central angle of 6 degrees 54 minutes 01 seconds; thence North 77 degrees 25 minutes 25 seconds East a distance of 320.87 feet; thence North 76 degrees 45 minutes 55 seconds East a distance of 371.42 feet; thence North 74 degrees 12 minutes 15 seconds East, a distance of 849.61 feet and there terminating.

Phalen Blvd. R/W over RCRRA – Earl St. to 200 ft N. of Atlantic St.

(December 23, 2009)

Those parts of the Southeast Quarter of Section 28, Township 29, Range 22, and of Lots 10, 11, 12 and 13, Colling's Addition of Out Lots to Saint Paul, and of Lot 5, Block 2, TRILLIUM ADDITION, and of Atlantic Street (formerly Colling Street), all in Ramsey County, Minnesota, lying southerly and southeasterly of the following described Line A and lying northwesterly and northerly of the following described Line C:

Line A

Commencing at the southwest corner of the Southwest Quarter of Section 28, T. 29, R. 22, Ramsey County, Minnesota; thence North 00 degrees 12 minutes 04 seconds East, assumed bearing, along the west line of said Southwest Quarter a distance of 1061.61 feet to the point of beginning of Line A to be described; thence South 86 degrees 28 minutes 01 second East a distance of 402.44 feet; thence easterly a distance of 217.43 feet along a tangential curve concave to the north, having a radius of 1528.70 feet and a central angle of 8 degrees 08 minutes 57 seconds; thence North 85 degrees 23 minutes 02 seconds East, tangent to the last described curve, a distance of 173.20 feet; thence easterly a distance of 207.79 feet along a tangential curve concave to the north having a radius of 2967.25 feet and a central angle of 4 degrees 00 minutes 44 seconds; thence North 18 degrees 33 minutes 19 seconds East, 44.18 feet to the intersection with the hereinafter described Line A2; thence easterly, along said Line A2, being a 2923.00 foot radius curve, concave to the north, central angle 1 degree 11 minutes 31 seconds, a distance of 60.81 feet; thence South 36 degrees 54 minutes 04 seconds East 43.88 feet to the intersection with the easterly extension of the previously described 2967.25 foot radius curve; thence easterly, along said 2967.25 foot radius curve, central angle 2 degree 02 minutes 26 seconds a distance of 105.68 feet; thence North 77 degrees 21 minutes 56 seconds East, tangent to the last described curve, a distance of 323.44 feet; thence North 76 degrees 45 minutes 26 seconds East a distance of 97.86 feet; thence North 74 degrees 11 minutes 34 seconds East a distance of 181.47 feet; thence North 60 degrees 36 minutes 02 seconds East a distance of 52.45 feet; thence North 41 degrees 19 minutes 42 seconds East a distance of 6.27 feet; thence North 15 degrees 48 minutes 26 seconds West a distance of 12.71 feet to the intersection with said Line A2; thence North 76 degrees 45 minutes 55 seconds East, along said Line A2, a distance of 30.32 feet; thence North 74 degrees 12 minutes 15 seconds East, along said Line A2, a distance of 35.71 feet; thence South 44 degrees 37 minutes 22 seconds East a distance of 21.84 feet; thence South 84 degrees 50 minutes 31 seconds East a distance of 22.00 feet; thence North 76 degrees 33 minutes 55 seconds East a distance of 294.07 feet; thence North 74 degrees 11 minutes 56 seconds East a distance of 537.72 feet to a point hereinafter referred to as Point A; thence North 69 degrees 56 minutes 06 seconds East a distance of 607.43 feet to a point hereinafter referred to as Point B; thence North 19 degrees 47 minutes 00 seconds West, a distance of 22.07 feet to the southerly line of TRILLIUM ADDITION said Ramsey County; thence easterly a distance of 60.04 feet along said southerly line, being along a non-tangential curve, concave to the north, having a radius of 1860.17 feet, a central angle of 1 degree 50 minutes 57 seconds and a chord which bears North 72 degrees 03 minutes 01 second East; thence South 19 degrees 47 minutes 00 seconds East a distance of 19.86 feet to the intersection with the northeasterly extension of the line between the aforescribed Points A and B; thence North 69 degrees 56 minutes 06 seconds East, along said extended line, a distance of 221.13 feet; thence northeasterly a distance of 570.10 feet along a tangential curve concave to the northwest, having a radius of 1290.90 feet and a central angle of 25 degrees 18 minutes 12 seconds; thence North 44 degrees 37 minutes 54 seconds East, tangent to the last described curve, a distance of 996.06 feet, and there terminating,

Line C

Commencing at the northeast corner of the Southeast Quarter of Section 28, T. 29, R. 22, Ramsey County, Minnesota; thence South 89 degrees 38 minutes 03 seconds West, assumed bearing, along the north line of said Southeast Quarter a distance of 550.17 feet to the point of beginning of the line to be described; thence South 44 degrees 24 minutes 48 seconds West a distance of 750.86 feet; thence southwesterly a distance of 563.67 feet along a tangential curve, concave to the northwest, having a radius of 1974.08 feet

and a central angle of 16 degrees 21 minutes 36 seconds; thence South 68 degrees 57 minutes 48 seconds West, not tangent to the last described curve, a distance of 308.16 feet; thence southwesterly a distance of 530.67 feet along a tangential curve, concave to the northwest, having a radius of 5714.65 feet and a central angle of 5 degrees 19 minutes 14 seconds; thence South 74 degrees 17 minutes 02 seconds West, tangent to the last described curve, a distance of 322.55 feet to a point on the west line of said Southeast Quarter distant 1419.81 feet north of the southwest corner of said Southeast Quarter and there terminating.

Line A2

Commencing at the southwest corner of said Southwest Quarter of Section 28; thence North 00 degrees 12 minutes 04 seconds East, assumed bearing, along the west line of said Southwest Quarter, a distance of 1128.71 feet to the point of beginning of Line A2 to be described; thence South 86 degrees 28 minutes 30 seconds East a distance of 597.51 feet; thence easterly a distance of 244.73 feet, along a tangential curve concave to the north having a radius of 1524.00 feet and a central angle of 9 degrees 12 minutes 03 seconds; thence northeasterly a distance of 352.03 feet along a compound curve concave to the north having a radius of 2923.00 feet and a central angle of 6 degrees 54 minutes 01 seconds; thence North 77 degrees 25 minutes 25 seconds East a distance of 320.87 feet; thence North 76 degrees 45 minutes 55 seconds East a distance of 371.42 feet, thence North 74 degrees 12 minutes 15 seconds East, a distance of 849.61 feet and there terminating.

Phalen Blvd. R/W over RCRRA – from 200 ft N. of Atlantic St. to Johnson Parkway

(December 23, 2009)

Those parts of the Northeast Quarter of Section 28 and of the Northwest Quarter of Section 27, all in Township 29, Range 22, Ramsey County, Minnesota, lying southeasterly and easterly of the following described Line A and lying northwesterly and westerly of a line which is parallel with and distant 50.00 feet southeasterly and easterly of, measured at a right angle to, the following described Line D:

Line A

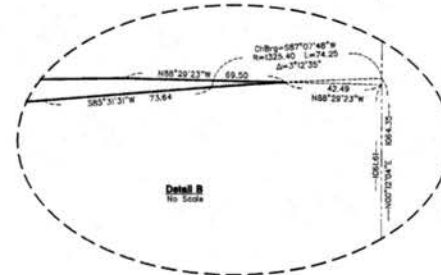
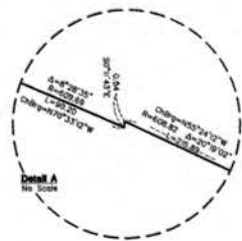
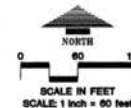
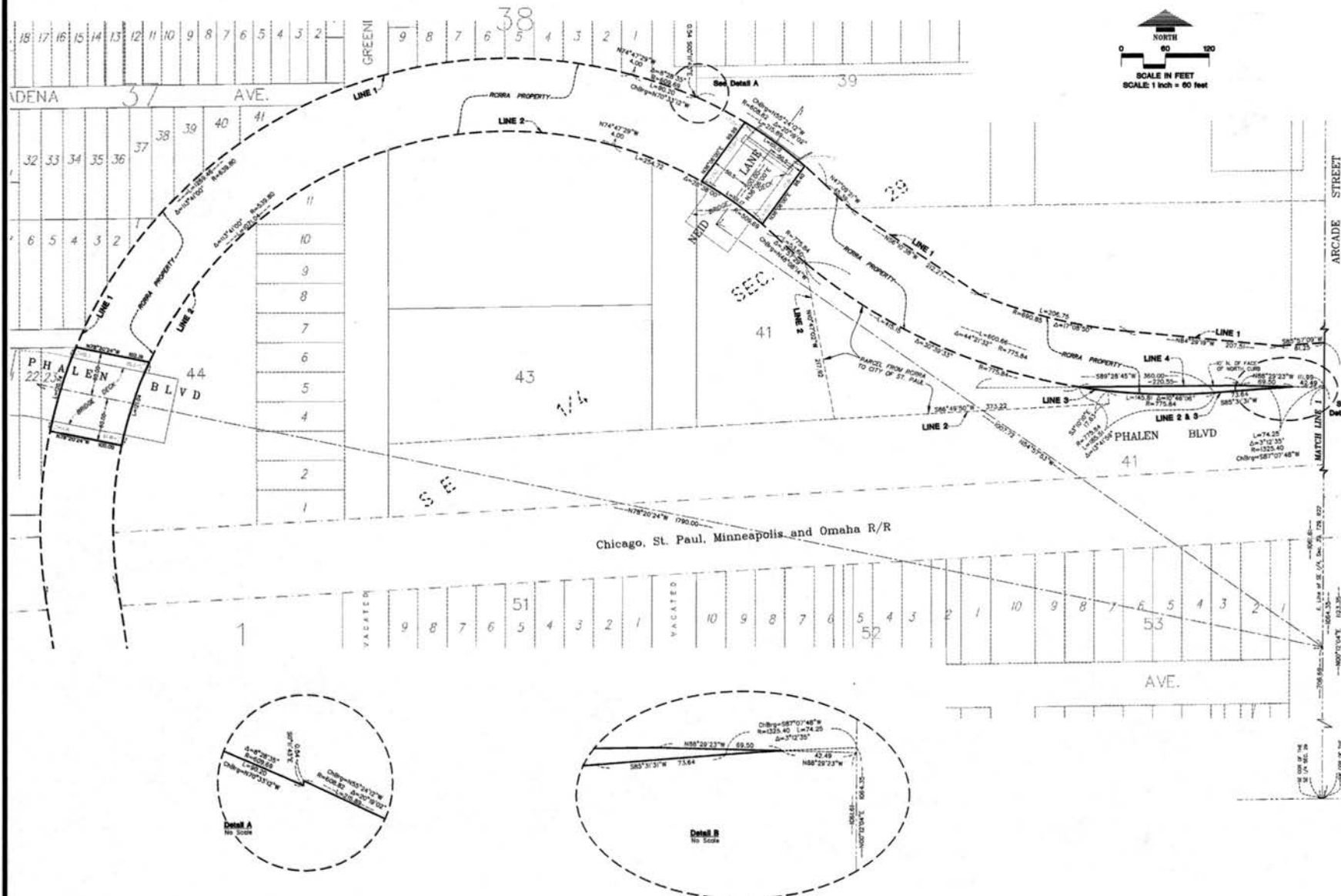
Commencing at the southwest corner of the Southwest Quarter of Section 28, T. 29, R. 22, Ramsey County, Minnesota; thence North 00 degrees 12 minutes 04 seconds East, assumed bearing, along the west line of said Southwest Quarter a distance of 1061.61 feet to the point of beginning of Line A to be described; thence South 86 degrees 28 minutes 01 second East a distance of 402.44 feet; thence easterly a distance of 217.43 feet along a tangential curve concave to the north, having a radius of 1528.70 feet and a central angle of 8 degrees 08 minutes 57 seconds; thence North 85 degrees 23 minutes 02 seconds East, tangent to the last described curve, a distance of 173.20 feet; thence easterly a distance of 207.79 feet along a tangential curve concave to the north having a radius of 2967.25 feet and a central angle of 4 degrees 00 minutes 44 seconds; thence North 18 degrees 33 minutes 19 seconds East, 44.18 feet to the intersection with the hereinafter described Line A2; thence easterly, along said Line A2, being a 2923.00 foot radius curve, concave to the north, central angle 1 degree 11 minutes 31 seconds, a distance of 60.81 feet; thence South 36 degrees 54 minutes 04 seconds East 43.88 feet to the intersection with the easterly extension of the previously described 2967.25 foot radius curve; thence easterly, along said 2967.25 foot radius curve, central angle 2 degree 02 minutes 26 seconds a distance of 105.68 feet; thence North 77 degrees 21 minutes 56 seconds East, tangent to the last described curve, a distance of 323.44 feet; thence North 76 degrees 45 minutes 26 seconds East a distance of 97.86 feet; thence North 74 degrees 11 minutes 34 seconds East a distance of 181.47 feet; thence North 60 degrees 36 minutes 02 seconds East a distance of 52.45 feet; thence North 41 degrees 19 minutes 42 seconds East a distance of 6.27 feet; thence North 15 degrees 48 minutes 26 seconds West a distance of 12.71 feet to the intersection with said Line A2; thence North 76 degrees 45 minutes 55 seconds East, along said Line A2, a distance of 30.32 feet; thence North 74 degrees 12 minutes 15 seconds East, along said Line A2, a distance of 35.71 feet; thence South 44 degrees 37 minutes 22 seconds East a distance of 21.84 feet; thence South 84 degrees 50 minutes 31 seconds East a distance of 22.00 feet; thence North 76 degrees 33 minutes 55 seconds East a distance of 294.07 feet; thence North 74 degrees 11 minutes 56 seconds East a distance of 537.72 feet to a point hereinafter referred to as Point A; thence North 69 degrees 56 minutes 06 seconds East a distance of 607.43 feet to a point hereinafter referred to as Point B; thence North 19 degrees 47 minutes 00 seconds West, a distance of 22.07 feet to the southerly line of TRILLIUM ADDITION said Ramsey County; thence easterly a distance of 60.04 feet along said southerly line, being along a non-tangential curve, concave to the north, having a radius of 1860.17 feet, a central angle of 1 degree 50 minutes 57 seconds and a chord which bears North 72 degrees 03 minutes 01 second East; thence South 19 degrees 47 minutes 00 seconds East a distance of 19.86 feet to the intersection with the northeasterly extension of the line between the aforescribed Points A and B; thence North 69 degrees 56 minutes 06 seconds East, along said extended line, a distance of 221.13 feet; thence northeasterly a distance of 570.10 feet along a tangential curve concave to the northwest, having a radius of 1290.90 feet and a central angle of 25 degrees 18 minutes 12 seconds; thence North 44 degrees 37 minutes 54 seconds East, tangent to the last described curve, a distance of 996.06 feet; thence northeasterly a distance of 135.58 feet along a tangential curve concave to the northwest, having a radius of 630.00 feet and a central angle of 12 degrees 19 minutes 49 seconds; thence North 32 degrees 18 minutes 05 seconds East, tangent to the last described curve, a distance of 308.30 feet; thence northerly a distance of 122.98 feet along a tangential curve concave to the northwest, having a radius of 414.70 feet and a central angle of 16 degrees 59 minutes 29 seconds; thence North 15 degrees 18 minutes 36 seconds East, tangent to the last described curve, a distance of 641.72 feet; thence northeasterly a distance of 312.50 feet along a tangential curve concave to the southeast having a radius of 571.00 feet and a central angle of 31 degrees 21 minutes 26 seconds and there terminating.

Line D

Commencing at the northwest corner of the Northwest Quarter of Section 27, T. 29, R. 22, Ramsey County, Minnesota; thence South 89 degrees 59 minutes 51 seconds East, assumed bearing, along the north line of said Northwest Quarter, a distance of 33.25 feet to the point of beginning of the line to be described; thence South 00 degrees 12 minutes 12 seconds East a distance of 1191.50 feet; thence southerly and southwesterly a distance of 1487.39 feet along a tangential curve concave to the northwest, having a radius of 1910.08 feet and a central angle of 44 degrees 37 minutes 00 seconds; thence South 44 degrees 24 minutes 48 seconds West, tangent to the last described curve, a distance of 147.81 feet to a point on the south line of the Northeast Quarter of Section 28, T. 29, R. 22, said Ramsey County, distant 620.61 feet westerly of the southeast corner of said Northeast Quarter and there terminating.

Line A2

Commencing at the southwest corner of said Southwest Quarter of Section 28; thence North 00 degrees 12 minutes 04 seconds East, assumed bearing, along the west line of said Southwest Quarter, a distance of 1128.71 feet to the point of beginning of Line A2 to be described; thence South 86 degrees 28 minutes 30 seconds East a distance of 597.51 feet; thence easterly a distance of 244.73 feet, along a tangential curve concave to the north having a radius of 1524.00 feet and a central angle of 9 degrees 12 minutes 03 seconds; thence northeasterly a distance of 352.03 feet along a compound curve concave to the north having a radius of 2923.00 feet and a central angle of 6 degrees 54 minutes 01 seconds; thence North 77 degrees 25 minutes 25 seconds East a distance of 320.87 feet; thence North 76 degrees 45 minutes 55 seconds East a distance of 371.42 feet, thence North 74 degrees 12 minutes 15 seconds East, a distance of 849.61 feet and there terminating.



PHALEN BOULEVARD RIGHT-OF-WAY

St. Paul, Minnesota
City of Saint Paul Public Works
651.266.6118
900 City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102-1660

LOUCKS ASSOCIATES
Planning • Civil Engineering • Land Surveying
Landscape Architecture • Environmental
7200 Hennepin Avenue, Suite 300
Minneapolis, Minnesota 55412
Telephone: (763) 424-4338
Fax: (763) 424-4333
www.LoucksAssociates.com

Professional Services
Project Manager
Surveyor
Engineer
Planner
Landscaper
Environmental

Professional Signature:
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
Date: 12-14-07
Signature: Paul J. McCloskey, PLS
Title: Professional Engineer
License No.: 1214-07
City: Saint Paul, MN

EASEMENT EXHIBIT AND DESCRIPTIONS
Project No.: O3-755
Sheet No.: 2 of 6

Project Name:
PHALEN BOULEVARD RIGHT-OF-WAY

St. Paul, Minnesota
Client/Developer Name:
City of Saint Paul Public Works
651.266.6118
900 City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102-1660

Professional Services:
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7200 Hennepin Lane, Suite 300
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Fax: (763) 544-0622
www.loucksassoc.com

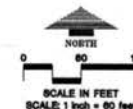
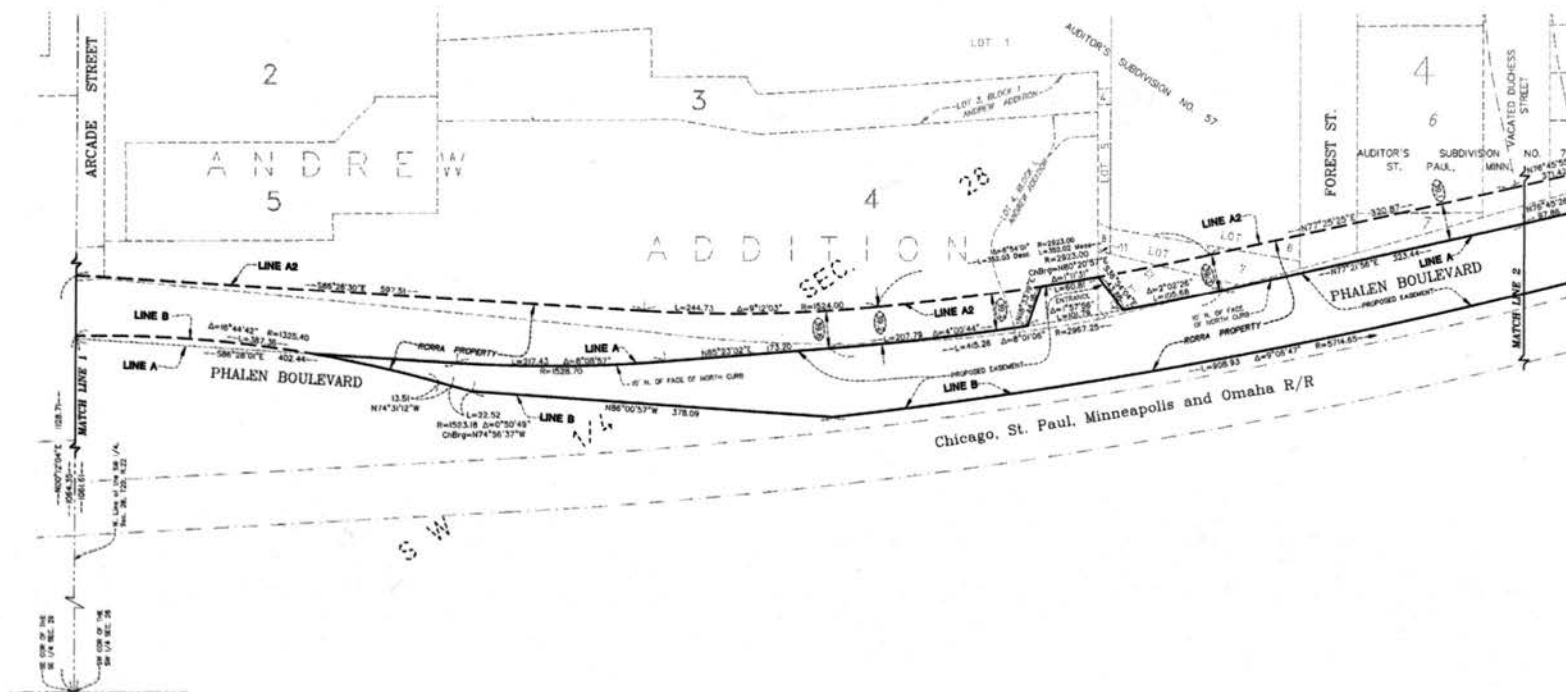
Survey Qualifications:
The survey was performed by a Licensed Professional Surveyor (LPS) and a Licensed Professional Land Surveyor (LPLS) who are members of the Minnesota Surveyors Association (MSA) and the National Society of Professional Surveyors (NSPS). The survey was performed in accordance with the Minnesota Rules and the National Standard of Practice for Surveying.

Survey	Method
LINE A	TRIPOLYTER
LINE B	TRIPOLYTER
LINE C	TRIPOLYTER
LINE D	TRIPOLYTER
LINE E	TRIPOLYTER
LINE F	TRIPOLYTER
LINE G	TRIPOLYTER
LINE H	TRIPOLYTER
LINE I	TRIPOLYTER
LINE J	TRIPOLYTER
LINE K	TRIPOLYTER
LINE L	TRIPOLYTER
LINE M	TRIPOLYTER
LINE N	TRIPOLYTER
LINE O	TRIPOLYTER
LINE P	TRIPOLYTER
LINE Q	TRIPOLYTER
LINE R	TRIPOLYTER
LINE S	TRIPOLYTER
LINE T	TRIPOLYTER
LINE U	TRIPOLYTER
LINE V	TRIPOLYTER
LINE W	TRIPOLYTER
LINE X	TRIPOLYTER
LINE Y	TRIPOLYTER
LINE Z	TRIPOLYTER

Professional Signatures:
I hereby certify that the above, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor under the laws of the State of Minnesota.
DATE: 12-14-07
Signature: Paul J. McCarty, PLS

Quality Control:
Reviewed: _____
Checked: _____
Verified: _____
Typed: _____
Date: _____

Sheet Title:
EASEMENT EXHIBIT AND DESCRIPTIONS
Project No.: O3-755
Sheet No.: 3 of 6



32

St. Paul, Minnesota

City of Saint Paul Public Works
651.266.6118
900 City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102-1660

Professional Services:

**LOUCKS
ASSOCIATES**

Planning • Civil Engineering • Land Surveying
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7200 Hennick Lane • Suite 300
Minneapolis, Minnesota 55349
Telephone: (763) 424-5525
Fax: (763) 424-5522
www.landscapeinc.com

CADW Qualification

[illegible]

Scheitern

[illegible]

Professional Signature: _____

I hereby verify that this survey, plot, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

SIGNATURE: _____
Paul J. McCloskey - PLS

1/1/2009 12-14-07

Quality Control:	
------------------	--

Experiment	Time (s)
1	10
2	20
3	30
4	40
5	50
6	60
7	70
8	80
9	90
10	100

Threats	Control Plan
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Vignette:

Sheet Title:

EASEMENT EXHIBIT AND DESCRIPTIONS

Journal of Management Inquiry 18(6)

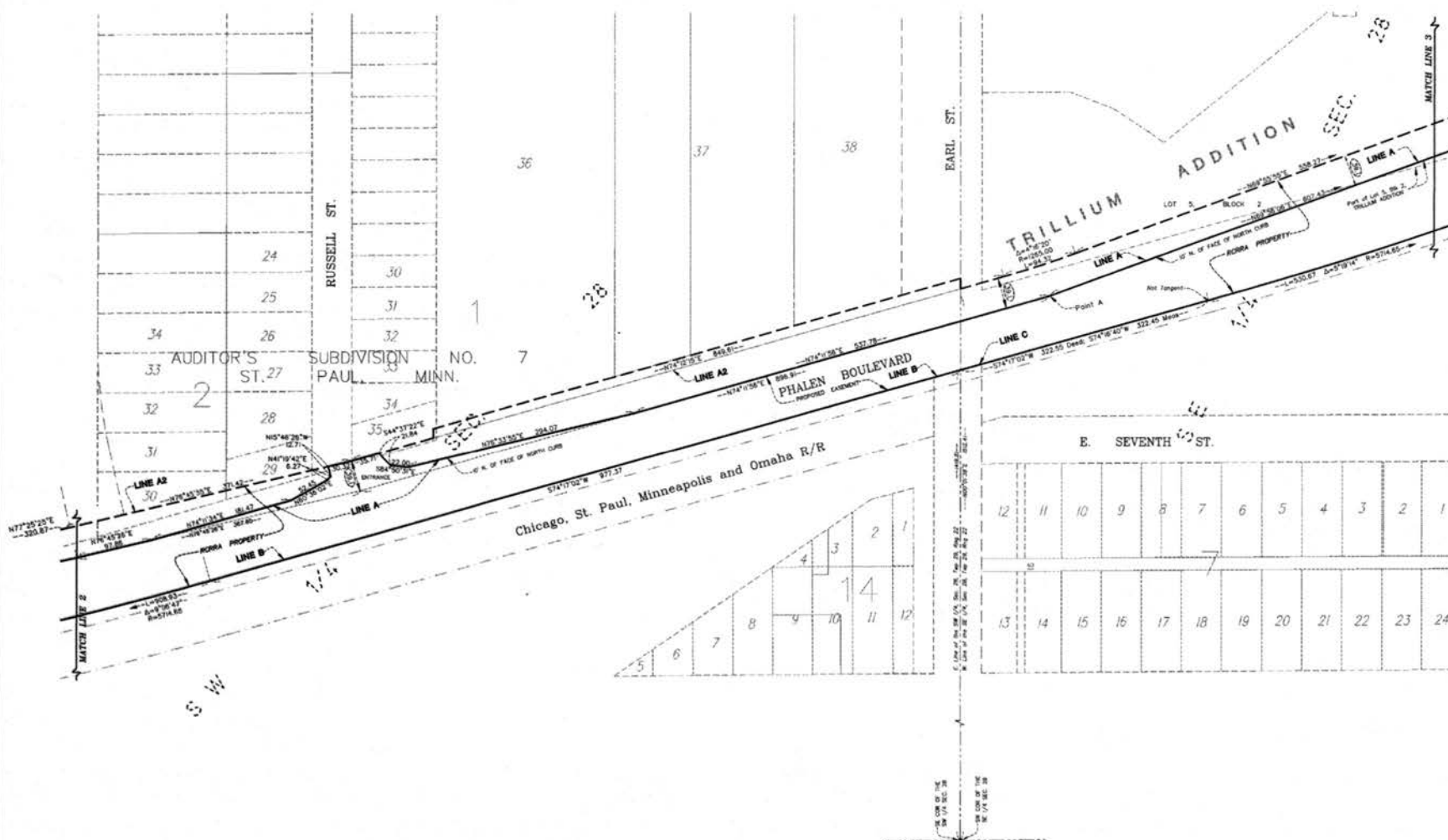
Project No.:

03-755

Sheet No.: _____

4 of 6

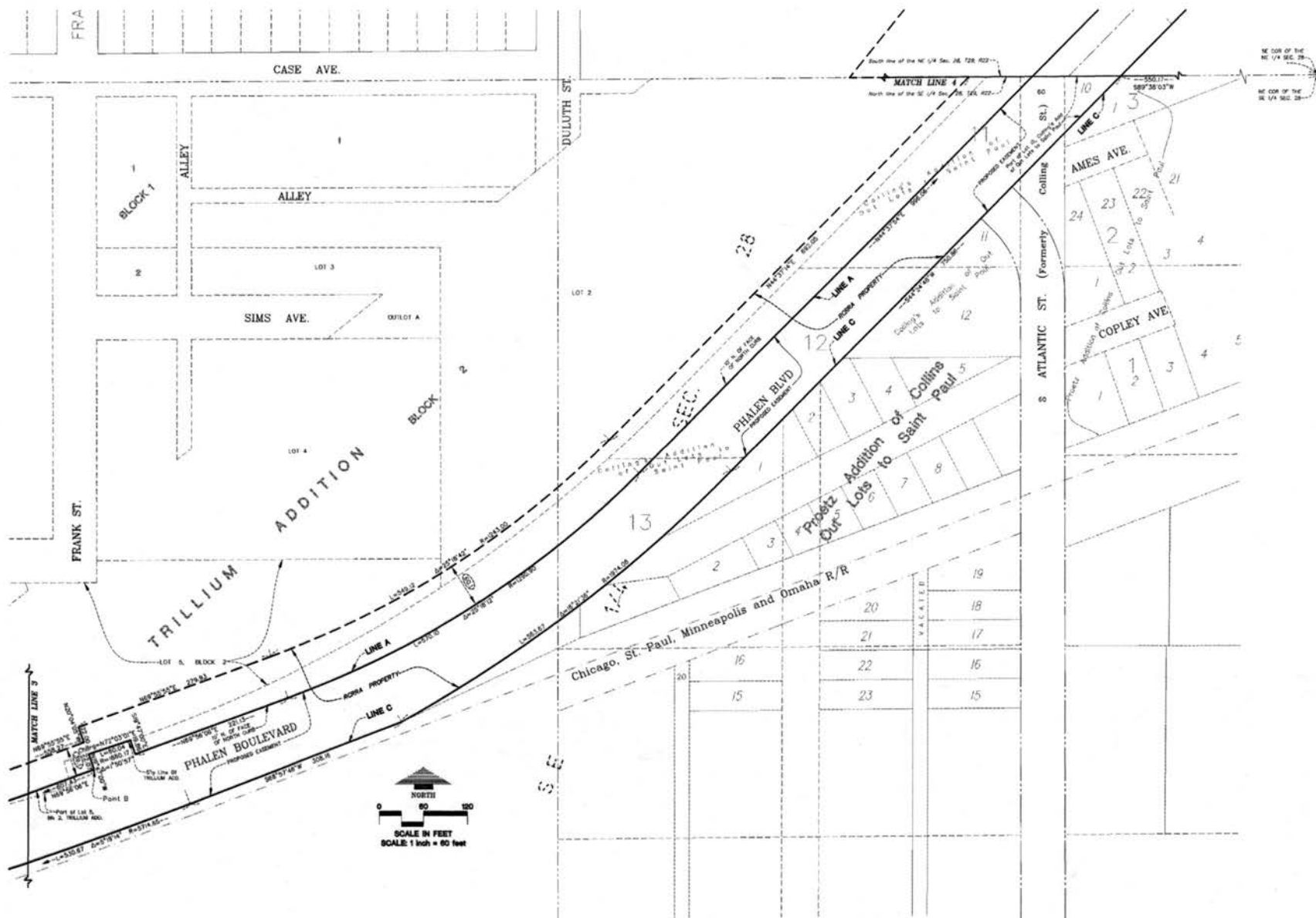
4 of 6



0 60 1

SCALE IN FEET
SCALE: 1 inch = 60 feet

34



Project Name: PHALEN BOULEVARD RIGHT-OF-WAY

St. Paul, Minnesota

Client/Developer Name:
City of Saint Paul Public Works
651.266.6118
900 City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102-1660

Professional Services: **LOUCKS ASSOCIATES**

Planning • Civil Engineering • Land Surveying
Landscape Architecture • Environmental
7300 Hennepin Lane - Suite 300
Minneapolis, Minnesota 55412
Telephone: (763) 241-5346
Fax: (763) 241-5352
www.LoucksAssociates.com

DATE: 11/11/2011
PROJECT: PHALEN BOULEVARD
SHEET: 1 OF 6
DRAWN BY: J. LOUCKS
CHECKED BY: J. LOUCKS
APPROVED BY: J. LOUCKS

Subtotal	Amount
PLAT	100.00
RECORD	10.00
TOTAL	110.00

Professional Signature:
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer or Surveyor in the State of Minnesota.

SEE SHEET 1
Project: Phalen Blvd. R/W
Date: 11-14-07

Quality Control:

Project Lead: [Signature]

Checked By: [Signature]

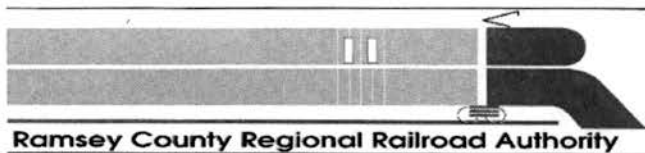
Quantity:

Sheet Title: EASEMENT EXHIBIT AND DESCRIPTIONS

Project No:

03-755

Sheet No:



3

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☒ Discussion
☐ Administrative ☒ Information

Regional Railroad Authority Meeting Date: 07/27/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Update on the Rush Line Commuter Coach Demonstration Project.

EXECUTIVE SUMMARY

On November 18, 2008, the Ramsey County Regional Railroad Authority (RCRRA) authorized payment for the Rush Line Commuter Coach Demonstration Project (Commuter Coach Project) for a not to exceed amount of \$118,050. The Commuter Coach Project provides four morning and four afternoon trips between the Forest Lake Area and the Union Depot in downtown St. Paul. Stops will include:

- Running Aces Park and Ride – Columbus
- Forest Lake Transit Center – Forest Lake
- White Bear Township Theater – White Bear Township
- Downtown St. Paul Stops
- The Union Depot

Since the approval of RCRRA funding in 2008, the Rush Line Corridor Task Force (Task Force) has secured a funding commitment of \$354,150 (\$118,050 each) from Anoka, Chisago and Washington Counties. Additionally, the Task Force has secured federal funding in the amount of \$419,222 through the Metropolitan Council. The Task Force estimates that the cost to operate, market, and administer the service for twelve months will be \$751,000. Fare box revenue is estimated to provide \$138,700 toward the cost of the service.

On June 29, 2010, the Task Force entered into an Interagency Funding Agreement with the Metropolitan Council. This agreement provides for the Metropolitan Council to release a Request for Proposals (RFP), enter into a contract with a service provider, and administer the contract on behalf of the Task Force. Following the execution of this agreement, the Metropolitan Council will release the RFP seeking service providers for the commuter coach service. The RFP covers 12 months of service and includes two separate options for an additional 12 months of service (36 months total).

(Executive Summary is continued on the following page.)

ACTION REQUESTED

None. For information and discussion only.

(Executive Summary continued)

Exercising either of the options will depend on the ability of the service to meet regional goals for subsidy per passenger, passengers per in-service hour, and funding availability. Responses to the RFP are due in August with service start-up anticipated in late September. A report on the outcome of the service provider selection process will be presented to the Board at a future meeting.

Staff will provide an update on the Commuter Coach Project at the meeting.

SUBJECT: Update on the Rush Line Commuter Coach Project.

ATTACHMENTS:

1. Resolution R08-38
2. May 20, 2010 Rush Line Corridor Task Force Memorandum
3. Rush Line Commuter Coach Fact Sheet

PREVIOUS ACTION:

Resolution R08-38

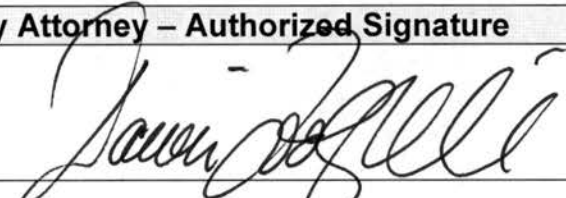
COUNTY MANAGER'S COMMENTS:

The Rush Line Commuter Coach Demonstration Project will provide commuter coach bus service that will be beneficial to the development of a ridership base that will make future transit alternatives in the Rush Line Corridor more viable.

SUBJECT: Update on the Rush Line Commuter Coach Project.

Regional Railroad Authority – Authorized Signature	Date
	7/20/10

Budgeting & Accounting – Authorized Signature	Date
	7/20/10

County Attorney – Authorized Signature	Date
	7/20/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date November 18, 2008

No.: R08-38

WHEREAS, The Rush Line Corridor originates in St. Paul and travels north to Hinckley; and

WHEREAS, Ramsey County Regional Railroad Authority is a member of the Rush Line Task Force; and

WHEREAS, the Rush Line Corridor Task Force has approved a commuter coach service plan for coach bus service from the Forest Lake Area to the Union Depot in downtown St. Paul; and

WHEREAS, the identified service plan includes four morning and four afternoon trips with stops in the Forest Lake and White Bear Lake Areas; and

WHEREAS, the Rush Line Corridor Task Force is planning for the initiation of service in early 2009; and

WHEREAS, the estimated yearly operating cost for the service is \$794,000; and

WHEREAS, the estimated cost not covered by the fares or federal funds is \$472,200; and

WHEREAS, at its September 18, 2008 meeting the Rush Line Corridor Task Force requested that Anoka, Chisago, Ramsey, and Washington County split the \$472,200 equally; and

WHEREAS, Chisago County has acted to provide its quarter share (\$118,050) of the cost and both Anoka and Washington Counties are expected to take action on the Task Force's request by December 9, 2008. Now, Therefore, Be It

RESOLVED, that the Ramsey County Regional Railroad Authority provides \$118,050 for the establishment of a one-year Commuter Coach demonstration route from the Forest Lake Area to the Union Depot in downtown St. Paul with a stop in the White Bear Lake Area; and Be It Further

RESOLVED, that Ramsey County Regional Railroad Authority funds will only be made available upon the provision of the full \$118,050 in funding from Anoka, Chisago, and Washington County.

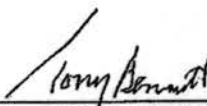
RESOLUTION

Board of Ramsey County Regional Railroad Authority

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Jim McDonough, Chair

By: 
Tony Bennett, Secretary

**MEMORANDUM**

TO: Rush Line Corridor Task Force
FROM: Staff
DATE: May 20, 2010
RE: Rush Line Commuter Coach Update

The Rush Line Corridor Task Force has provided funding for the initiation of commuter coach bus service within the Rush Line Corridor. The service will provide four inbound morning trips and four outbound afternoon trips serving the Union Depot, downtown St. Paul, White Bear Theatre Park and Ride, Forest Lake Transit Center, and the Running Aces Park and Ride. Prior to the completion of twelve months of service, the route will be evaluated for its continuation.

At the November 19, 2009 meeting, the Task Force directed staff to work with the Met Council to develop a Cooperative Agreement, a Fare Reimbursement Agreement, and a Subrecipient Grant Agreement for the service. Staff has been working with the Met Council to reduce the number of agreements needed which has resulted in the development of an Interagency Agreement and Funding Agreement. These agreements will cover the following:

- Request for Proposals
- Contracting
- Contract Administration
- Contract Payment

The Interagency Agreement will specify that the Met Council is providing contract administration and contracting services on behalf of the Task Force. It will detail the general responsibilities of the Met Council as day-to-day activities including federal requirements, customer service, and street supervision while the Task Force will handle policy level activities including provider selection, station stops, and routing.

The Funding Agreement will specify how the Task Force will reimburse the Met Council for contract administration and the service provision.

Execution of these agreements does **NOT** commit the Met Council to provide operational funding for the service following the twelve months of demonstration service that are currently funded.

The following is a brief update on the status of the Commuter Coach Service.

Timeline:

The agreements have been drafted and are currently being reviewed by Met Council legal staff prior to their review by Task Force legal staff. Following the execution of the agreements, the Met Council will

release the Request for Proposals (RFP) on behalf of the Task Force. If the RFP is released by the middle of June, the following schedule is anticipated.

- Mid-June: Release the RFP
- Mid-July: Proposals Due
- End of July: Staff Recommendation on Provider
- Early August: Task Force Recommendation on Provider (Requires a rescheduling of the July Task Force Meeting)
- Early August: Met Council Approval of Task Force Recommendation on Provider
- Mid August: Contract Execution
- September: Service Start

Budget:

The cost of the service is estimated at \$680,000. The detailed budget is as follows:

Expenses	
Operating Cost	\$ 680,000
Contract Administration	\$ 9,000
Bus Outfitting	\$ 12,000
Marketing	\$ 50,000
Total	\$ 751,000
Revenue	
Federal ¹	\$ 210,000
Local ²	\$ 472,200
Fares ³	\$ 138,700
Total	\$ 820,900

¹ Available Federal funds total \$419,222; however, capital costs eligible for reimbursement are estimated at \$210,000 for the first year of service. Remaining funds are available for a second year of service should it be warranted.

² If the full amount of local funds are not utilized for the first 12 months of service, they may be available for a second year of service if it is warranted and the local funders agree to allow the funds to be utilized for the service.

³ Assumes 200 trips per day for 255 days being reimbursed at a rate of \$2.72

Route Analysis:

The Commuter Coach will primarily serve Market Areas 4 and 3 as defined by the Met Council in the 2030 Transportation Policy Plan (TPP). Service to these areas is analyzed based upon the following:

- Subsidy Per Passenger
- Passenger Per In-Service Hour

The TPP utilizes the Subsidy Per Passenger to identify services that are not operating within regional efficiency ranges and focuses on corrective actions for them. The following table comes from Appendix G of the TPP.

Table G-12: Passenger Subsidy			
Threshold No.	Level of Subsidy per Passenger Performance	Monitoring Goal	Possible Action
1	20 to 35% over peer average	For Quick Review	Minor Modifications
2	36 to 60% over peer average	For Intense Review	Major Changes
3	More than 60% over peer average	For Significant Change	Restructure/ Eliminate

The TPP utilizes the Passenger per In-Service Hour to establish a minimum threshold of performance for the transit system. The Commuter Coach service will fall under "Big Bus Fixed Route-Peak Only". The following table comes from Appendix G of the TPP.

Table G-13: Passengers per In-Service Hour		
Type of Service	Average Passengers per In-Service Hour	Minimum Passengers per In-Service Hour
Light Rail Transit	≥70	≥50
Big Bus Fixed Route – All Day	≥20	≥15
Big Bus Fixed Route – Peak Only	≥20	N/A
Small Bus Fixed Route	≥9	≥5
Small Bus Non-Fixed Route	≥3	≥2
Other/Rideshare/Shared Ride Taxi	≤2	N/A

Marketing:

Significant interest in the Commuter Coach service exists within the community. This interest has been expressed by potential riders, elected officials, and the media. Staff will coordinate with the Met Council and individual Task Force members on the development of a marketing plan. This plan will be provided to the Task Force at its next meeting.

Recommendation: Information

Rush Line Commuter Coach

Service Description

Express, peak period service between Columbus and downtown St. Paul

Route Description

From the north, originates in Columbus and terminates in downtown St. Paul at the Union Depot, generally via US Hwy 61 and I-35E.

Stops

The service will make three stops enroute to downtown St. Paul:

- Running Aces Park-and-Ride (I-35 & Co. Rd. 23 exit 129)
- Forest Lake Transit Center (U.S. Hwy 61 & 202nd St)
- White Bear Theatre Park-and-Ride (Centerville Rd. & County Rd J; I-35E exit 120)
- Service provided at all bus stops along the route within downtown St. Paul

Hours and Days of Service

Monday through Friday, generally between 5:45 AM and 8:20 AM to downtown St. Paul, and 4:00 PM to 6:30 PM from downtown St. Paul

Travel Time

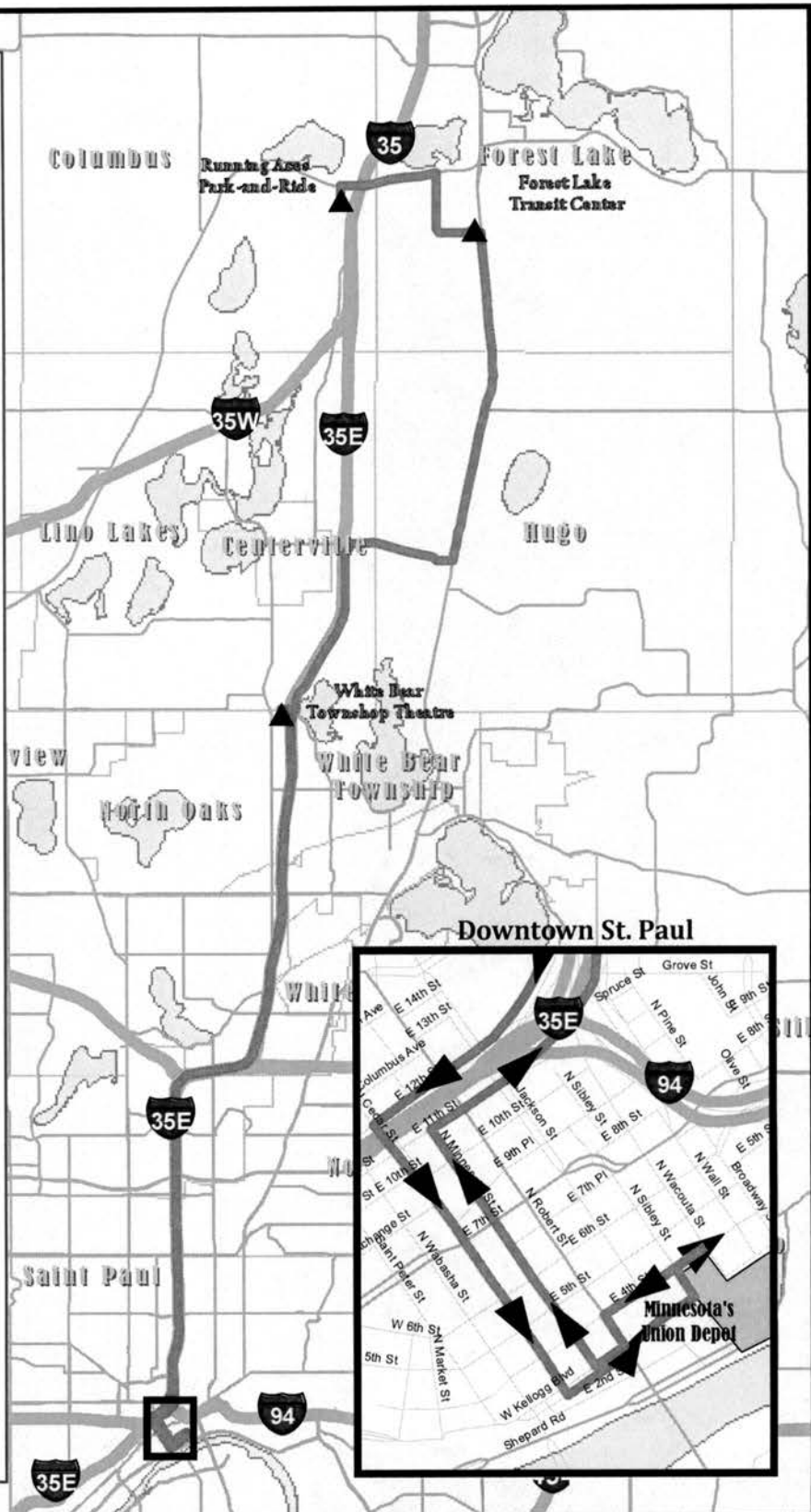
Approximately 1 hour between Columbus and the Union Depot

Date of Service

Fall 2010 for 12 months

Fare

\$3.00 each way (same as Twin Cities regional fare for express bus service)

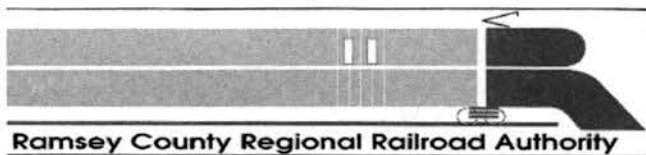


URS



0 1.25 2.5 5 Miles

**Commuter Coach
Fact Sheet**
June 2010



4

REQUEST FOR ACTION

Type of Agenda: ☒ Policy ☐ Discussion
☐ Administrative ☒ Information

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 7/27/10

SUBJECT: Presentation of the 2011 Supplemental Budget

EXECUTIVE SUMMARY:

The County Manager will present the 2011 Ramsey County Regional Railroad Authority Supplemental Budget at this meeting.

ACTION REQUESTED:

None. For information only.

1

SUBJECT: Presentation of the 2011 Supplemental Budget

ATTACHMENTS:

None

PREVIOUS ACTION:

RCRRA Resolution No. R09-59: approval of the 2010-2011 RCRRA Budget

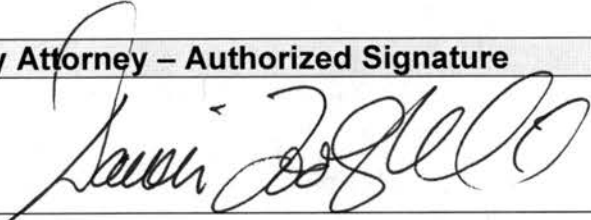
COUNTY MANAGER'S COMMENTS:

Copies of the PowerPoint presentation will be distributed at the RCRRA meeting.

SUBJECT: Presentation of the 2011 Supplemental Budget

Regional Railroad Authority – Authorized Signature	Date
	7/20/10

Budgeting & Accounting – Authorized Signature	Date
	7/20/10

County Attorney – Authorized Signature	Date
	7/20/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

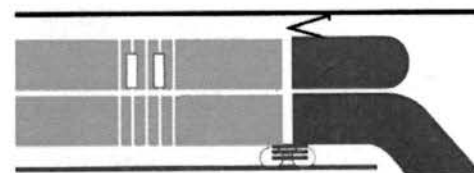
Ramsey County Regional Railroad Authority

2011 Supplemental Budget

Julie Kleinschmidt, County Manager

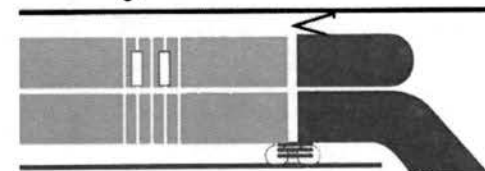


July 27, 2010



Year 2 of 2010-2011 RCRRA Budget

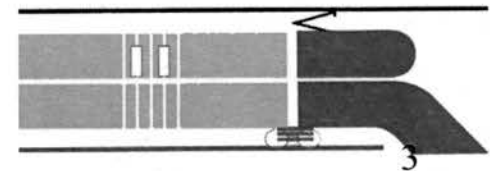
- RCRRA reviews departmental progress towards County Board goals.
- RCRRA budget hearing scheduled for August 17, 2010
- RCRRA sets maximum 2011 property tax levy on September 7, 2010
- Public hearings held August 17, 2010 (9:00 a.m., Board Chambers) and November 29, 2010 (6:30 p.m., Roseville Area High School Cafeteria)
- Final approval of 2011 RCRRA budget and levy on December 14, 2010



RCRRA Mission



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

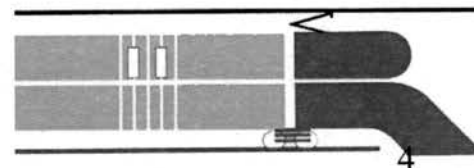


Ramsey County Goal

Promote multi-modal transit and transportation solutions that effectively serve our citizens.

RCRRA Critical Success Indicator

A variety of safe and effective transportation options benefit the community.

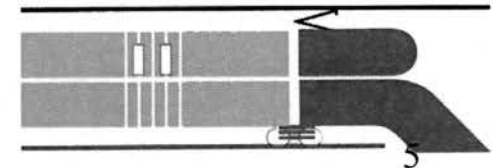


2011 Budget Overview



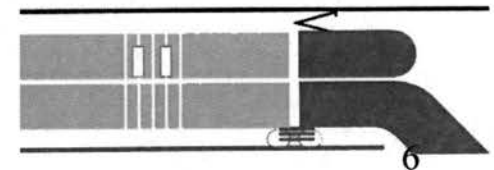
	<u>2010</u>	<u>2011</u>
Budget	\$49,567,076	\$154,442,134
Revenue	27,023,978	136,025,045
Fund Balance (use of)	<u>(3,043,038)</u>	<u>1,082,971</u>
Tax Levy	\$19,938,811	\$19,938,811

**The large increase in budget and revenue in the 2011 budget includes the remaining budget necessary to complete the Union Depot Project.



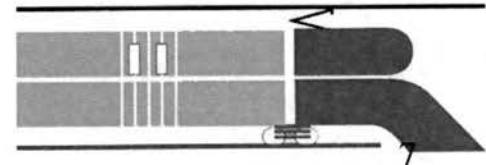
2011 Budget Overview (Cont.)

- The 2011 RCRRA budget is consistent with the long-term funding strategy adopted by the RCRRA in 2005 to advance its capital projects.
- There is no RCRRA levy increase in 2011.
- The Union Depot project is fully budgeted.
- RCRRA continues to pursue funding opportunities at the local, state, and federal levels.



2011 Budget Overview (Cont.)

- If RCRRA is unable to secure additional state and federal grant funding for the Union Depot project, RCRRA will need to finance the budget using bonding, or some other type of loan option.
- An upcoming Request for Board Action will present information on the next phase of construction on the Union Depot with details on financing.



For more information, please use the following resources:

Website:

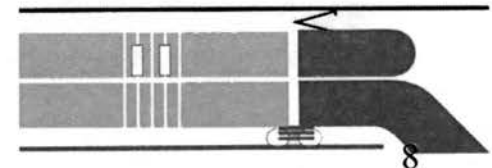
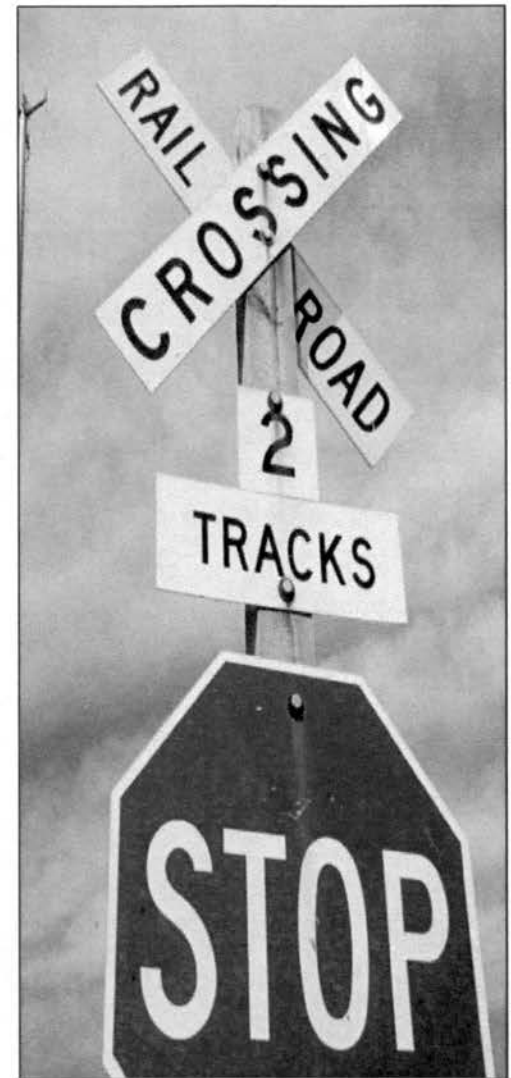
[http://www.co.ramsey.mn.us/ba/index .htm](http://www.co.ramsey.mn.us/ba/index.htm)

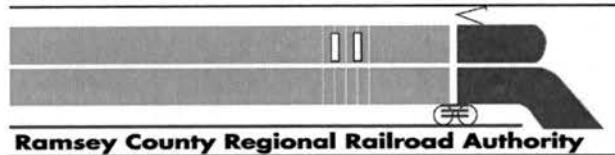
Regional Railroad Authority:

Timothy Mayasich, Director

E-mail: Timothy.Mayasich@co.ramsey.mn.us

Telephone: (651)266-2762





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

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

August 3, 2010

Immediately following the County Board Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the August 3, 2010 Board Meeting is presented for approval.

MINUTES of the July 27, 2010 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Quarterly Report of contracts

Board Action Requested:

Approve the report of contracts for the period of January 1, 2010 through June 30, 2010.

2. Commit local match for Union Depot 2010 Federal grant applications

Board Action Requested:

1) Authorize MnDOT to file a grant application for the Union Depot project on RCRRA's behalf under the HSIPR program.

2) Authorize commitment of up to \$9,000,000 in RCRRA funding as local share for the HSIPR or TIGER II applications.

3. Approve First Amendment to the Professional Services Agreement with HR&A Advisors for the Economic Analysis and Development Potential Study for The Union Depot

Board Action Requested:

Authorize the County Manager to approve and execute the contract amendment with HR&A Advisors, to extend the contract termination date to December 31, 2010, at no increase in contract cost.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

July 27, 2010

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0. Also present were Julie Kleinschmidt, County Manager, and Darwin Lookingbill, Director, Civil Division, County Attorney's Office.

Chair McDonough called the meeting to order at 10:46 a.m.

AGENDA

Commissioner Bennett moved approval of the Agenda of the July 27, 2010 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0.

MINUTES

Commissioner Rettman moved approval of the Minutes of the June 22, 2010 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0.

1. Approval of the St. Paul Port Authority's Petition to Vacate City Interest in Duchess Street

Commissioner Bennett moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R10-35)

WHEREAS, The Saint Paul Port Authority is petitioning the City of St. Paul to vacate the city's interest in Duchess Street; and

WHEREAS, The approval signature of the Ramsey County Regional Railroad Authority as an abutting landowner is required on the petition; Now, Therefore, be it

RESOLVED, The Ramsey County Regional Railroad Authority authorizes its Chair to sign the Petition to Vacate City Interest in Duchess Street.

2. Approval of an Amendment to the Phalen Blvd. Easement with the City of St. Paul

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Ortega.

Chair McDonough commented that this helps to position a couple of properties on Phalen Blvd. for redevelopment where we feel there is strong interest.

Commissioner Parker asked if this will inhibit the potential use of this property for rail.

Chair McDonough replied that future transit is always taken into consideration with these easements.

Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R10-36)

WHEREAS, On July 22, 2003, the Ramsey County Regional Railroad Authority adopted resolution number R03-39 authorizing the Ramsey County Regional Railroad Authority to enter into a permanent Easement with the City of Saint Paul ("Easement") for the construction of Phalen Boulevard between Payne Avenue and Johnson Parkway in the City of Saint Paul; and

WHEREAS, the City of St. Paul desires to modify the as-built legal description and accompanying depiction (the "Description") to the Easement for purposes of allowing infrastructure modifications to Phalen Blvd.; and

WHEREAS, the modifications will compliment the redevelopment plans of the Saint Paul Port Authority's former 3M site project; Now, Therefore, be it

RESOLVED, The Ramsey County Regional Railroad Authority authorizes its Chair to execute an Amendment to Ramsey County Regional Railroad Authority Easement No EN 049 with the City of St. Paul, dated 2003.

3. Update on the Rush Line Commuter Coach Demonstration Project

Tim Mayasich, Director, Ramsey County Regional Railroad Authority (RCRRA), said while the majority of staff time is committed to the Union Depot and Central Corridor Light Rail Transit projects, RCRRA staff is also committed and working diligently to develop the other transit corridor projects in Ramsey County. One example of progress being made on a corridor is the Rush Line Corridor. A brief update will be given today on the work that has been progressing on the Rush Line Corridor.

Commissioner Reinhardt said, as Chair of the Rush Line Task Force (Task Force), she wanted to commend RCRRA staff working diligently on the Rush Line Corridor.

Mike Rogers, Senior Transportation Planner, RCRRA, said this project initially began in 2007 as a bus feasibility study. Since then, there have been many trials and tribulations but we are ready to move forward. He referred to the Rush Line Commuter Coach route map to explain the routing, which ultimately ends at the Union Depot; four trips are proposed in both directions during peak hours; the cost is \$3.00 each way and is consistent with the regional fare policy. He added that by being consistent with this policy, fares on the route would increase should the Metropolitan Council chose to raise them system wide during the 12 months of this service. Funding for service is being provided by the RCRRA, as well as the counties of Anoka, Chisago, and Washington. Federal funds will also provide a portion of the funding. The Task Force is the lead in decision making and will select the service provider, determine routing and stops, and make changes to should they be needed to increase ridership and speed. The Met Council has been asked to take an active role in this project and will do so through contract administration. The service is budgeted for 12 months, with an estimated cost of \$751,000, which includes everything from running the buses to marketing and administering the service. The Request for Proposals (RFP) was issued last Tuesday, July 20th and proposals are due by Friday, August 20th. The Task Force will see the staff recommendation on September 8th, vote on a service provider, which will be forwarded to the Met Council Transportation Committee and then to the full Met Council. The Met Council will act on the Task Force's selection and award a contract on September 22nd. Service is expected to begin on or about October 18, 2010. Also, the RFP includes two additional options in that, if service is successful and funds are available, the provider will be able to offer a second and third year of service.

Commissioner Bennett asked if any facilities or buildings are being constructed in conjunction with this project.

Mr. Rogers said there is no specific construction happening with this project.

Commissioner Parker asked who will be responsible for the marketing. She also added that there has been some confusion about what the commuter coach step is since the Alternatives Analysis (AA) for the corridor has not been completed. She wanted clarification about how the project will evolve if ridership is successful.

Mr. Rogers said the Rush Line Task Force will be leading the marketing. They are beginning that process now, for example, he is meeting this week to work with Anoka County's Transportation

Management Organization, which does a lot of marketing for Anoka County's highway and transit projects. The Task Force is also going to work with the Met Council and the press.

Commissioner Reinhardt added that the two options being explored in the AA for the next level of study are light rail from White Bear Lake to the Union Depot and Bus Rapid Transit from Forest Lake/Columbus to the Union Depot. The AA process will ultimately determine the locally preferred alternative. In the mean time, we need to show that there is a demand for transit and that the ultimate transitway improvement will be successful.

Chair McDonough said it is a typical precursor for these types of corridors, particularly commuter, to start with a dedicated coach service to prepare people for what is being planned. He congratulated the Task Force on their progress.

4. Presentation on the 2011 Supplemental Budget

Julie Kleinschmidt, Ramsey County Manager, began the proposed 2010 budget presentation by saying the key to the proposed budget is that there are no changes. This is consistent with the RCRRA's long term financing plan to set a property tax levy and hold it steady for several years to allow you to build out this system.

[The 2011 Supplemental Budget is on file with the RCRRA office]

Ms. Kleinschmidt reviewed the budget schedule by saying they are running the RCRRA on the same schedule as the County's: RCRRA budget hearing is scheduled for August 17, 2010; RCRRA sets the maximum 2011 property tax levy on September 7, 2010; public hearings will be held on August 17 and November 29, 2010; approval of the 2011 budget and levy will take place on December 14, 2010. She gave the budget overview. The large increase in budget and revenue in the 2011 budget includes the remaining budget necessary to complete the Union Depot Project. She explained that revenue reflects all revenue from non- property tax sources and the RCRRA has been successful in attracting other revenue. It was planned that some fund balance would be used in 2010 and we are increasing the fund balance back in 2011. The property tax levy will have no increase in 2011.

Chair McDonough commented that the long term plan set in 2005 with the levy increase was to have the fluctuations occur in the fund balance rather than on the property tax levy.

Commissioner Rettman said in the County Board presentation of the overall County budget it was mentioned that some adjustments were made between 2010 and 2011 and asked if adjustments were also made here that are not reflected.

Ms. Kleinschmidt said the revenue line in the budget is a combination of many different funding sources. Depending on the amount of additional federal and state funds we are able to attract, the amount may change within the revenue and will ultimately drive how much the RCRRA bonds for. She also highlighted that the Union Depot project is fully budgeted and that the RCRRA continues to pursue funding opportunities at the local, state, and federal levels. If the RCRRA is unable to secure additional state and federal funding for the Union Depot project, the RCRRA will need to finance the budget using bonding or some other type of loan option. An upcoming Request for Board Action will present information on the next phase of construction on the Union Depot with details on financing. She closed by saying transit truly is about economic revitalization. The investments that the RCRRA is making really will leverage private investment and drive economic vitality in our region. She quoted Speaker of the House, Nancy Pelosi, who said 'there is more to come' when she visited the Union Depot on June 26, 2010.

Commissioner Rettman asked when the other financing options would be presented to the Board.

Chair McDonough said it will be presented in September when they examine how to move forward during the construction phase for the Union Depot project. The Mortenson Team is scheduled to return in early September to present the final design and construction plan, and part of this will be how to move forward with a financing plan.

CORRIDOR UPDATES

Red Rock Corridor:

Commissioner Rettman informed the Board that resolutions are being drafted, for an upcoming RCRRA board meeting, pertaining to funding in order to move Red Rock forward. There has also been a lot of involvement and community input. The Red Rock Corridor Commission was presented with the Mortenson Team's Union Depot project update that was presented to the RCRRA Board and the High Speed Rail Commission. The next Red Rock Corridor meeting will take place on July 29, 2010.

I-94 Corridor:

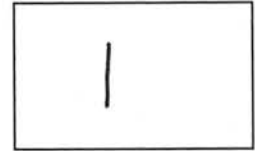
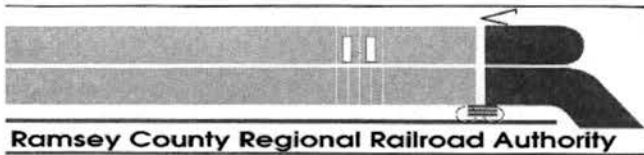
Commissioner Ortega said the new name for the corridor has been set as the Gateway Corridor and the new logo is receiving its finishing touches. The Commission meets monthly and has met with Senators, Federal officials, and business figures. They have received a lot of input and business support.

35-W Corridor:

Commissioner Parker told the Board they will meet with the owner of the Minnesota Commercial Railroad this week regarding the intersection on Silver Lake Road and New Brighton where the pedestrian accident occurred. This intersection is a trail crossing, a railroad crossing, and a busy county road. They are examining the possible solution of adjusting the railroad crossing signals.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 11:22 a.m.



REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 08/03/2010

Regional Railroad Authority Meeting Date: _____

SUBJECT Ratification of Report of Contracts

EXECUTIVE SUMMARY

A report of contracts approved by the County Manager for the periods of January 1, 2010 through March 31, 2010 and April 1, 2010 through June 30, 2010 is attached.

ACTION REQUESTED

Approve the report of contracts for the period of January 1, 2010 through June 30, 2010.

SUBJECT: Ratification of Report of Contracts

ATTACHMENTS:

Quarterly reports of contracts for the periods of January 1, 2010 through March 31, 2010 and April 1, 2010 through June 30, 2010

PREVIOUS ACTION:

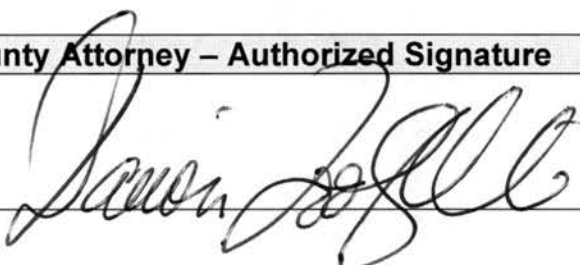
COUNTY MANAGER'S COMMENTS:

The RCRRA requires ratification of the report of contracts approved by the County Manager citing Administrative Code 4.3.50A, which requires a report of all contracts approved by the County Manager.

SUBJECT: Ratification of Report of Contracts

Regional Railroad Authority – Authorized Signature	Date
	7/27/10

Budgeting & Accounting – Authorized Signature	Date
	7/28/10

County Attorney – Authorized Signature	Date
	7/28/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Ratification of Report of Contracts

Draft Resolution

1 WHEREAS, Administrative Code 4.3.50A requires a report of all contracts approved by the
2 County Manager; Now, Therefore, Be It

3
4 RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the
5 Quarterly Report of Contracts for the period of January 1, 2010 through June 30, 2010.

REPORT OF CONTRACTS PURSUANT TO RESOLUTION R98-34

QUARTER ENDING March 31, 2010

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT
MISC000030	City of St Paul & Metropolitan Council	27-Jan-10	-----	Memorandum of Agreement documenting the roles and responsibilities of the various parties involved in the Assessment Coalition for the EPA Cooperative Agreement for a Coalition Brownfield EPA Assessment Grant for Hazardous Substances and Petroleum in Saint Paul. Agreement is for the period of 1/1/2010 through 9/30/2012.
RRA 911	HR A Advisors, Inc.	24-Feb-10	\$212,500.00	Professional Services Contract to complete an Economic Analysis and Development Potential Study for the Union Depot for the period 3/1/2010 through 9/1/2010.

6/28/2010

Prepared by Budgeting and Accounting - CL

Page 1 of 1

REPORT OF CONTRACTS PURSUANT TO RESOLUTION R98-34

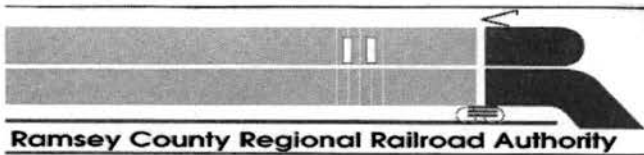
QUARTER ENDING June 30, 2010

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT
RRA 860	AECOM USA, Inc.	27-Apr-10	-----	Amendment to extend agreement from 6/30/2010 to 12/31/2010. Provide an environmental study on the Union Depot.
RRA 926	Shenehon Company	25-May-10	\$9,000.00	Provide professional appraisal services on the northeast Corridor Beam to I-694 extension to be completed by 6/30/2010.
RRA000006	Welsh Companies, LLC	28-May-10	\$2,000.00	Amendment to extend the end date from 5/31/2010 to 6/30/2010. Provide building management services of the Union Depot.
RRA 929	Nicholas J. Tveitbakk	04-Jun-10	\$500.00	Provide a one and a half minute multilayered audio track of vintage train sounds for the Union Depot within 30 days of contract execution.

7/14/2010

Prepared by Budgeting and Accounting - CL

Page 1 of 1



2

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 08/03/10

Regional Railroad Authority Meeting Date:

SUBJECT: Commit local match for Union Depot 2010 Federal grant applications

EXECUTIVE SUMMARY:

Two new Federal grant programs are available that may provide additional funding for the Union Depot. The first is a Federal Railroad Administration (FRA) program that can provide up to 80% Federal funding for High-Speed Intercity Passenger Rail (HSIPR) projects. Most of the funding is for corridor projects but \$245 million is available nationally for individual projects like the Depot. Applications must be filed by states or by Amtrak and are due by August 6, 2010.

The second is called Transportation Investments Generating Economic Recovery II (TIGER II). This program is similar to the TIGER program that awarded \$35 million to the Union Depot project in February, 2010.

(Executive Summary continued on following page.)

ACTION REQUESTED

1. Authorize MnDOT to file a grant application for the Union Depot project on RCRRA's behalf under the HSIPR program.
2. Authorize commitment of up to \$9,000,000 in RCRRA funding as local share for the HSIPR or TIGER II applications.

SUBJECT: Commit local match for Union Depot 2010 Federal grant applications

EXECUTIVE SUMMARY (continued):

MnDOT is willing to file an application for the Union Depot under the HSIPR program. The program guidelines state that they expect to fund a variety of projects and suggest that applicants recognize that fact. There is a possibility that applying to fill the entire funding gap through the HSIPR program would not result in a favorable evaluation. Staff recommends applying for \$40 million under this program and continuing to apply for TIGER II funding as well. This approach seems to position the project for the best possible outcome. There may be a requirement for a formal agreement with MnDOT to file the application.

TIGER II program application can be made by the Ramsey County Regional Railroad Authority (RCRRA) and is due on August 23, 2010 - awards will not be made until after September 15, 2010. The program is similar to TIGER but with a smaller total of \$600 million instead of \$1.5 billion. The program emphasizes a federal loan program called TIFIA that provides low interest loans with very flexible repayment provisions. The total is broken down as follows:

Category	Amount (Millions)
Rural Projects	140
Planning Projects	35
TIFIA Support	150
FTA Oversight	25
Grants	250
Total	600

This is an 80% federal/20% local program. It is important to note that U.S. DOT will not count already expended funds as local match. For example, a \$30 million grant request requires a new local commitment of \$7.5 million. If the remaining \$60.90 million was financed through TIFIA, staff estimates that a local match of approximately \$1.5 million may be required, resulting in a local match of \$9.0 million. Funds for this commitment would be available in the Union Depot capital project budget.

If we apply to TIGER II to fill the funding gap with a combination of a \$30 million grant and the rest TIFIA, it will add \$9 million to the RCRRA contribution. The project revenues would be as follows:

Ramsey County Regional Railroad Authority	\$51.00 million
SAFETEA-LU 1301	\$45.00 million
State Bond Funds	\$12.50 million
Federal Transit Administration	\$3.10 million
TIGER Funding	\$35.00 million
TIGER II Funding	\$30.00 million
TIFIA Funding	\$60.90 million
Total	\$237.50 million

SUBJECT: Commit local match for Union Depot 2010 Federal grant applications

ATTACHMENTS:

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

These actions continue our efforts to maximize the Federal funding for the Union Depot project. Funds for this commitment would be available in the Union Depot capital project budget.

3

SUBJECT: Commit local match for Union Depot 2010 Federal grant applications

Regional Railroad Authority – Authorized Signature	Date
	7/27/10

Budgeting & Accounting – Authorized Signature	Date
	7/28/10

County Attorney – Authorized Signature	Date
	7/28/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Commit local match for Union Depot 2010 Federal grant applications

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority is developing Union
2 Depot as a multi-modal transit and transportation hub; and
3

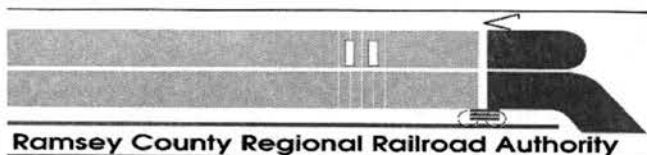
4 WHEREAS, Congress authorized funding for multi-modal projects in the High Speed
5 Intercity Passenger Rail (HSIPR) and Transportation Investments Generating Economic
6 Recovery II (TIGER II) programs and
7

8 WHEREAS, The federal funds require a twenty-percent local match; and
9

10 WHEREAS, The Minnesota Department of Transportation has agreed to file an
11 application on behalf of the project under the HSIPR program, Now, Therefore Be It
12

13 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes MnDOT
14 to file a grant application for the Union Depot project on Ramsey County Regional Railroad
15 Authority's behalf under the HSIPR program; and Be It Further
16

17 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes
18 commitment of up to \$9,000,000 in RCRRA funding as local share for the HSIPR or TIGER II
19 applications.



3

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 08/03/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approve First Amendment to the Professional Services Agreement with HR&A Advisors for the Economic Analysis and Development Potential Study for The Union Depot

EXECUTIVE SUMMARY

On February 2, 2010, the Ramsey County Regional Railroad Authority (RCRRA) approved a \$212,500 agreement with HR&A Advisors for the Economic Analysis and Development Potential Study for The Union Depot. As background, this study will describe the economic environment in which the Union Depot (Depot) will operate as a regional multi-modal transit and transportation hub and develop specific strategies that optimize future development opportunities within and adjacent to the Depot. The financial success of the Depot will benefit Ramsey County, the Region and the State.

The contract expires on August 24, 2010. A critical component of this study is the identification of potential development sites within the Depot. HR&A Advisors has worked closely with the Mortenson Team to identify development sites in the building as well as on property owned by the RCRRA. An extension of this contract will allow further coordination with Mortenson's Team and align more closely with the Union Depot project schedule. This extension would extend the contract through December 31, 2010 at no additional cost.

ACTION REQUESTED

Authorize the County Manager to approve and execute the contract amendment with HR&A Advisors, to extend the contract termination date to December 31, 2010, at no increase in contract cost.

1

SUBJECT: Approve First Amendment to the Professional Services Agreement with HR&A Advisors for the Economic Analysis and Development Potential Study for The Union Depot

ATTACHMENTS:

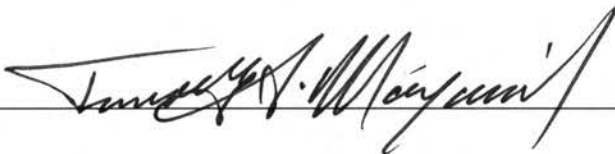
PREVIOUS ACTION:

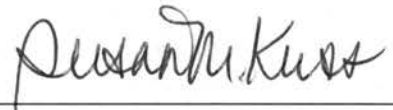
An agreement with HR&A Advisors is currently in place and expires August 24, 2010.

COUNTY MANAGER'S COMMENTS:

Extension of this project will allow for the continued coordination with the Mortenson Team and align with the Union Depot project schedule.

SUBJECT: Approve First Amendment to the Professional Services Agreement with HR&A Advisors for the Economic Analysis and Development Potential Study for The Union Depot

Regional Railroad Authority – Authorized Signature	Date
	7/27/10

Budgeting & Accounting – Authorized Signature	Date
	7/28/10

County Attorney – Authorized Signature	Date
	7/28/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

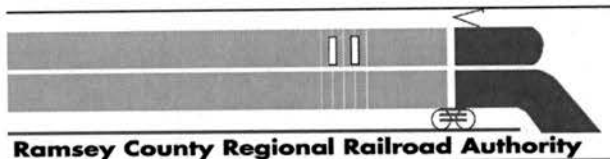
SUBJECT: Approve First Amendment to the Professional Services Agreement with HR&A Advisors for the Economic Analysis and Development Potential Study for The Union Depot

Draft Resolution

1 WHEREAS, Ramsey County Regional Railroad Authority is developing the Union Depot as
2 a multi-modal transit hub; and

3
4 WHEREAS, Ramsey County Regional Railroad Authority entered into a contract with HR&A
5 Advisors to complete an Economic Analysis and Development Potential Study for The Union
6 Depot; Now, Therefore, Be It

7
8 RESOLVED, That Ramsey County Regional Railroad Authority authorizes the County
9 Manager to approve and execute a contract amendment with HR&A Advisors to extend the
10 contract termination date to December 31, 2010, at no additional cost.



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

REGIONAL RAILROAD AUTHORITY MEETING (BUDGET HEARING)

AGENDA

August 17, 2010

Immediately following the Housing and Redevelopment Authority Meeting (Budget Hearing)
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the August 17, 2010 Board Meeting is presented for approval.

MINUTES of the August 3, 2010 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Approve Second Amendment to the Grant Agreement with the Minnesota Department of Transportation for Rush Line Corridor Federal Funds

Board Action Requested:

Authorize the Ramsey County Regional Railroad Authority Chair to approve and execute the grant amendment with the Minnesota Department of Transportation to extend the grant termination date to September 30, 2010, at no increase in contract cost.

2. Public Utility Easement for Storm Sewer Purposes

Board Action Requested:

Authorize the Chair to execute a Dedication of Easement Agreement for Public Utility Purposes to the CITY OF SAINT PAUL for a storm sewer, which will run adjacent to Forest Street and under a portion of RCRRA corridor property.

3. Commitment to Twin Cities Consortium on HUD Sustainable Communities Initiative

Board Action Requested:

- 1) Commit to work collaboratively with the consortium members in support of regional planning efforts that advance HUD, DOT and EPA's Livability Principles.
- 2) Support the submission of a HUD Sustainable Communities Regional Planning Grant proposal with the Metropolitan Council designated as the applicant acting on behalf of the consortium.
- 3) Authorize the Chair to sign a letter of commitment to participate in the planning and implementation of the HUD Regional Planning Grant for Ramsey County Regional Railroad Authority, to accompany the HUD Sustainable Communities grant proposal.

(Continued)

POLICY AGENDA

4. 2011 RCRRA Supplemental Budget

Board Action Requested:

Discussion will occur on RCRRA critical success indicators and performance measures.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

August 3, 2010

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0. Also present were Julie Kleinschmidt, County Manager, and Darwin Lookingbill, Director, Civil Division, County Attorney's Office.

Chair McDonough called the meeting to order at 9:40 a.m.

AGENDA

Commissioner Rettman moved approval of the Agenda of the August 3, 2010 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0.

MINUTES

Commissioner Parker moved approval of the Minutes of the June 22, 2010 Board Meeting, seconded by Commissioner Bennett. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0.

1. Quarterly Report of Contracts

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R10-37)

WHEREAS, Administrative Code 4.3.50A requires a report of all contracts approved by the County Manager; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the Quarterly Report of Contracts for the period of January 1, 2010 through June 30, 2010.

2. Commit local match for Union Depot 2010 Federal grant applications

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Bennett. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R10-38)

WHEREAS, The Ramsey County Regional Railroad Authority is developing Union Depot as a multi-modal transit and transportation hub; and

WHEREAS, Congress authorized funding for multi-modal projects in the High Speed Intercity Passenger Rail (HSIPR) and Transportation Investments Generating Economic Recovery II (TIGER II) programs and

WHEREAS, The federal funds require a twenty-percent local match; and

WHEREAS, The Minnesota Department of Transportation has agreed to file an application on behalf of the project under the HSIPR program, Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes MnDOT to file a grant application for the Union Depot project on Ramsey County Regional Railroad Authority's behalf under the HSIPR program; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes commitment of up to \$9,000,000 in RCRRA funding as local share for the HSIPR or TIGER II applications.

3. Approve First Amendment to the Professional Services Agreement with HR&A Advisors for the Economic Analysis and Development Potential Study for The Union Depot

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 7. Nays – 0. (R10-39)

WHEREAS, Ramsey County Regional Railroad Authority is developing the Union Depot as a multi-modal transit hub; and

WHEREAS, Ramsey County Regional Railroad Authority entered into a contract with HR&A Advisors to complete an Economic Analysis and Development Potential Study for The Union Depot; Now, Therefore, Be It

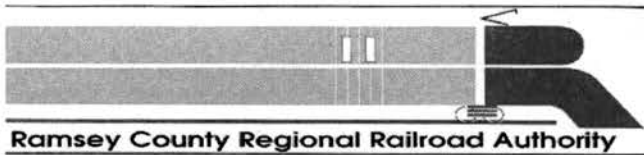
RESOLVED, That Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute a contract amendment with HR&A Advisors to extend the contract termination date to December 31, 2010, at no additional cost.

CORRIDOR UPDATES

No corridor updates were given at this time.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 9:45 a.m.



REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 8/17/10

Regional Railroad Authority Meeting Date: _____

SUBJECT Approve Second Amendment to the Grant Agreement with the Minnesota Department of Transportation for Rush Line Corridor Federal Funds

EXECUTIVE SUMMARY

In June 2007, the Ramsey County Regional Railroad Authority (RCRRA) approved a grant agreement with the Minnesota Department of Transportation to receive \$400,000 in federal funds for the Rush Line Corridor Alternatives Analysis study. The five counties comprising the Rush Line Corridor Task Force had previously agreed to pay the 20% local match of \$100,000 for a total project cost of \$500,000 for the alternatives analysis study and associated public education and involvement. In August 2008, RCRRA approved an extension of the grant termination date. Mn/DOT extended the grant termination date to June 30, 2009, at no additional cost. The AA study was completed December 31, 2009 but the contract expired June 30, 2009. Staff is requesting RCRRA approve to extend the term of the contract to September 30, 2010, at no additional cost to allow for reimbursement of the services through December 31, 2009.

ACTION REQUESTED

Authorize the Ramsey County Regional Railroad Authority Chair to approve and execute the grant amendment with the Minnesota Department of Transportation to extend the grant termination date to September 30, 2010, at no increase in contract cost.

SUBJECT: Approve Second Amendment to the Grant Agreement with the Minnesota Department of Transportation for Rush Line Corridor Federal Funds

ATTACHMENTS:

Copy of Amendment No. 2

PREVIOUS ACTION:

An agreement with the Minnesota Department of Transportation was extended to June 30, 2009, at no additional cost.

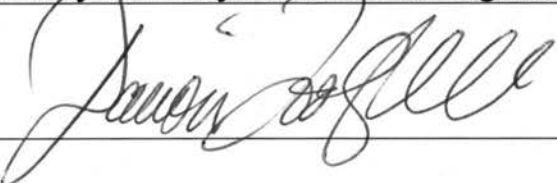
COUNTY MANAGER'S COMMENTS:

2

SUBJECT: Approve Second Amendment to the Grant Agreement with the Minnesota Department of Transportation for Rush Line Corridor Federal Funds

Regional Railroad Authority – Authorized Signature	Date
	8/10/10

Budgeting & Accounting – Authorized Signature	Date
	8/5/10

County Attorney – Authorized Signature	Date
	8/11/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approve Second Amendment to the Grant Agreement with the Minnesota Department of Transportation for Rush Line Corridor Federal Funds

DRAFT RESOLUTION

1 WHEREAS, Ramsey County Regional Railroad Authority is a member of the Rush Line
2 Corridor Task Force, and is administering the grant agreement for the Rush Line Corridor
3 Alternatives Analysis study; and

4
5 WHEREAS, Ramsey County Regional Railroad Authority entered into a grant
6 agreement with the Minnesota Department of Transportation to access \$400,000 in federal
7 funding to conduct an alternatives analysis study for the Rush Line Corridor; Now, Therefore,
8 Be It

9
10 RESOLVED, Ramsey County Regional Railroad Authority hereby authorizes the
11 Ramsey County Regional Rail Authority Chair to approve and execute the grant amendment
12 with the Minnesota Department of Transportation to extend the grant termination date to
13 September 30, 2010, at no increase in contract cost.

Attachment

Mn/DOT Agreement No. 90191

Amendment No.2 to Mn/DOT Agreement No. 90191

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

BACKGROUND

STATE and GRANTEE entered into Grant Contract #90191, as amended, to administer Federal Transit Authority, Section 5339 funds for an alternatives analysis study of the Rush Line Corridor that extends from the Union Depot in downtown St. Paul, Minnesota to Hinckley, Minnesota. The purpose of this amendment is to extend the term of the Original Grant Contract, as amended, to enable STATE to reimburse GRANTEE for work completed on the alternatives analysis study required in the Original Grant Contract.

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

REVISION 1. In Article I Term of Contract, delete "June 30, 2009" and insert "September 30, 2010".

The terms of the Original Grant Contract are expressly reaffirmed and are incorporated herein by reference. Except as amended herein, the terms and conditions of the Original Grant Contract and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: n/a

Date: _____

CFMS Contract No. A- _____

2. RECIPIENT

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

By: _____

Title: Chair

Date: _____

By: [Signature]

Title: Director

By: [Signature]

Title: Asst. County Attorney

3. DEPARTMENT of TRANSPORTATION

By: _____

(with delegated authority)

Title: Director, Office of Transit

Date: _____

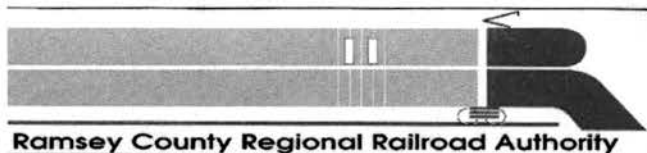
4. Office of Contract Management

By: _____

Title: Contracts Administrator

Date: _____

5



2

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 08/17/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Public Utility Easement for Storm Sewer Purposes.

EXECUTIVE SUMMARY

In 2009, The Saint Paul Port Authority (SPPA) purchased and is redeveloping the site of the former 3M plant on Phalen Boulevard. The Ramsey County Regional Railroad Authority (RCRRA) is an abutting land owner with the NE corridor located parallel to Phalen Boulevard on the south and the SPPA site immediately adjacent to the north. To facilitate this re-development the CITY OF SAINT PAUL, a municipal corporation under the laws of the State of Minnesota, ("City") is requesting a Dedication of Easement for Public Utility Purposes for a storm sewer. The sewer will be located near Forest Street and will run perpendicular to and under a portion of RCRRA corridor property.

The RCRRA supports the SPPA's re-development of this site because of the significant positive impact it will have on the neighborhood. RCRRA staff has consulted with the Ramsey County Surveyor and Attorney's offices regarding the overall redevelopment including this request for this Storm Sewer Utility Easement. This easement is necessary because the type and location of this proposed use falls outside of the existing Phalen Boulevard easement with the City of Saint Paul; dated 2003. The sewer does not appear to create any conflict for future transportation development because the underground storm sewer shall be buried approximately 20 feet underground and re-enforced in anticipation of light rail load. Additionally, staff recommends approval of the easement because the easement specifies the RCRRA's right to direct removal or relocation of this sewer.

ACTION REQUESTED

Authorize the Chair to execute a Dedication of Easement Agreement for Public Utility Purposes to the CITY OF SAINT PAUL for a storm sewer, which will run adjacent to Forest Street and under a portion of RCRRA corridor property.

1

SUBJECT: Public Utility Easement for Storm Sewer Purposes.

ATTACHMENTS:

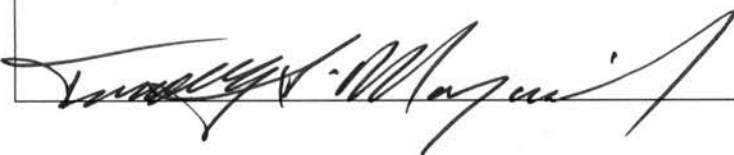
Dedication of Easement for Public Utility Purposes.

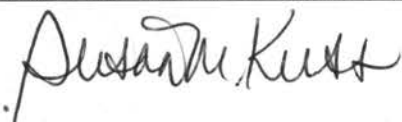
PREVIOUS ACTION: None.

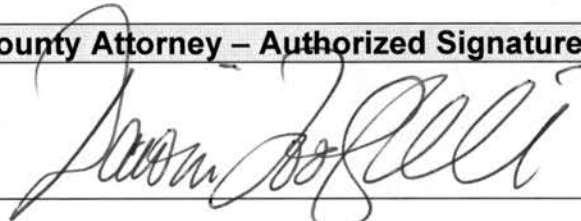
COUNTY MANAGER'S COMMENTS:

Granting this Public Utility Easement will help facilitate the re-development of the former 3M site on Phalen Boulevard.

SUBJECT: Public Utility Easement for Storm Sewer Purposes.

Regional Railroad Authority – Authorized Signature	Date
	8/10/10

Budgeting & Accounting – Authorized Signature	Date
	8/5/10

County Attorney – Authorized Signature	Date
	8/11/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Public Utility Easement for Storm Sewer Purposes.

Draft Resolution

1 WHEREAS, In 2009, The Saint Paul Port Authority purchased and is redeveloping the site
2 of the former 3M plant on Phalen Boulevard; and
3

4 WHEREAS, to facilitate this re-development the CITY OF SAINT PAUL, a municipal
5 corporation under the laws of the State of Minnesota, is requesting a Dedication of Easement for
6 Public Utility Purposes agreement for a storm sewer, which will be located near Forest Street and
7 will run perpendicular to and under a portion of RCRRA corridor property; and
8

9 WHEREAS, the Ramsey County Regional Railroad Authority supports the Saint Paul Port
10 Authority's re-development of this site because of the significant positive impact it will have on the
11 neighborhood; and
12

13 WHEREAS, the underground storm sewer installation does not appear to create any conflict
14 for future transportation development, including the possibility of light rail; Now, Therefore Be It
15

16 RESOLVED, The Ramsey County Regional Railroad Authority authorizes its Chair to
17 execute a Dedication of Easement Agreement for Public Utility Purposes to the CITY OF SAINT
18 PAUL for a storm sewer, which will run adjacent to Forest Street and under a portion of RCRRA
19 corridor property.

(Space Above for Recorder/Registrar Use)

**DEDICATION OF PUBLIC UTILITY EASEMENT
FOR STORM SEWER PURPOSES**

The **Ramsey County Regional Railroad Authority**, a political subdivision of the State of Minnesota ("**Grantor**"), for good and valuable consideration, to them in hand paid and the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Saint Paul**, a municipal corporation of the State of Minnesota, its successors, and assigns, ("**Grantee**"), a permanent public utility easement for storm sewer purposes on, over, under and across the following tract of land being in the County of Ramsey, State of Minnesota, described on **Exhibit A-1** and depicted on **Exhibit A-2** attached hereto and incorporated herein ("**Easement Area**"). To have and to hold the same forever.

Notwithstanding anything to the contrary contained herein, the parties hereby acknowledge and agree that the Easement Area is part of a former railroad right of way previously owned by Burlington Northern Railroad ("**BNRR**") and such Easement Area was acquired from the BNRR by the Grantor for preservation as a larger corridor for future development of a public rail transit system or related busway between downtown St. Paul and the northern and eastern portions of Ramsey County (the "**Rail or Bus System**"). Except as otherwise provided herein, Grantee's rights to maintain a utility easement within the Easement Area are specifically subordinate to Grantor's right to construct and maintain the Rail or Bus System on the Easement Area.

If, at such time as the Grantor, its successors or assigns, elects to construct and install the Rail or Bus System on the Easement Area, the Grantor determines in its reasonable discretion that the Grantee's use of the Easement Area is incompatible with the Grantor's construction and operation of the Rail or Bus System on the Easement Area, Grantee shall be required to remove its public utilities from the Easement Area, at Grantee's sole cost and expense. Upon such removal, this easement shall automatically terminate without any further action of the parties.

Grantor does covenant that it is well seized in fee of the land and premises aforesaid, and has good right to sell and convey the same free of all encumbrances. Grantor also covenants that the above granted easement is in the quiet and peaceable possession of the Grantee. Grantor will warrant and defend against all persons lawfully claiming the whole or any part thereof, subject to encumbrances, if any, hereinbefore mentioned.

It is intended and agreed that this agreement shall be a covenant running with the land and shall be binding to the fullest extent of the law and equity for the benefit of the public. It is further intended and agreed that this agreement and covenant shall remain in effect without limitation as to time.

IN TESTIMONY WHEREOF, Grantor, the **Ramsey County Regional Railroad Authority**, a political subdivision of the State of Minnesota has caused this easement to be executed in its corporate name by its duly authorized officers, and attested to this _____ day of _____, 2010.

GRANTOR:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, a political subdivision of the State of Minnesota

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, the _____ of Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, on behalf of Ramsey County Regional Railroad Authority, who is known to me personally or who produced a valid driver's license for identification.

Notary Public

This Instrument was drafted by:

City of Saint Paul
Office of Financial Services – Real Estate Section
25 W. 4th St., Rm. 1000
St. Paul, MN 55102

**EXHIBIT A-1
TO
DEDICATION OF PUBLIC UTILITY EASEMENT
FOR STORM SEWER PURPOSES**

Legal Description of the Easement Area

Those parts of Lots 6 and 7, Block 4, Auditor's Subdivision Number 7, St. Paul Minn., Ramsey County, Minnesota and of the Southwest Quarter of Section 28, T.29N., R.22W., said Ramsey County lying east of the west line of said Block 4 and its southerly extension, lying southerly of the hereinafter described Line A2, lying northerly of a line which is parallel with and 10.00 feet south of, measured at a right angle to, the hereinafter described Line 4 and lying west of the following described line:

Beginning at a point on the north line of Lot 1, said Block 4 a distance of 31.20 feet east of the northwest corner of said Lot 1; thence southerly, parallel with the west line of said Block 4, a distance of 37.00 feet; thence westerly at a right angle 6.76 feet; thence southerly, deflecting to the left 91 degrees 36 minutes 57 seconds a distance of 196.68 feet; thence deflecting to the left 07 degrees 02 minutes 57 seconds a distance of 87.81 feet; thence deflecting to the right 06 degrees 09 minutes 18 seconds a distance of 190.00 feet and there terminating.

Line A2

Commencing at the southwest corner of said Southwest Quarter of Section 28; thence North 00 degrees 12 minutes 04 seconds East, assumed bearing, along the west line of said Southwest Quarter, a distance of 1128.71 feet to the point of beginning of Line A2 to be described; thence South 86 degrees 28 minutes 30 seconds East a distance of 597.51 feet; thence easterly a distance of 244.73 feet, along a tangential curve concave to the north having a radius of 1524.00 feet and a central angle of 9 degrees 12 minutes 03 seconds; thence northeasterly a distance of 352.03 feet along a compound curve concave to the north having a radius of 2923.00 feet and a central angle of 6 degrees 54 minutes 01 seconds; thence North 77 degrees 25 minutes 25 seconds East a distance of 320.87 feet, and there terminating.

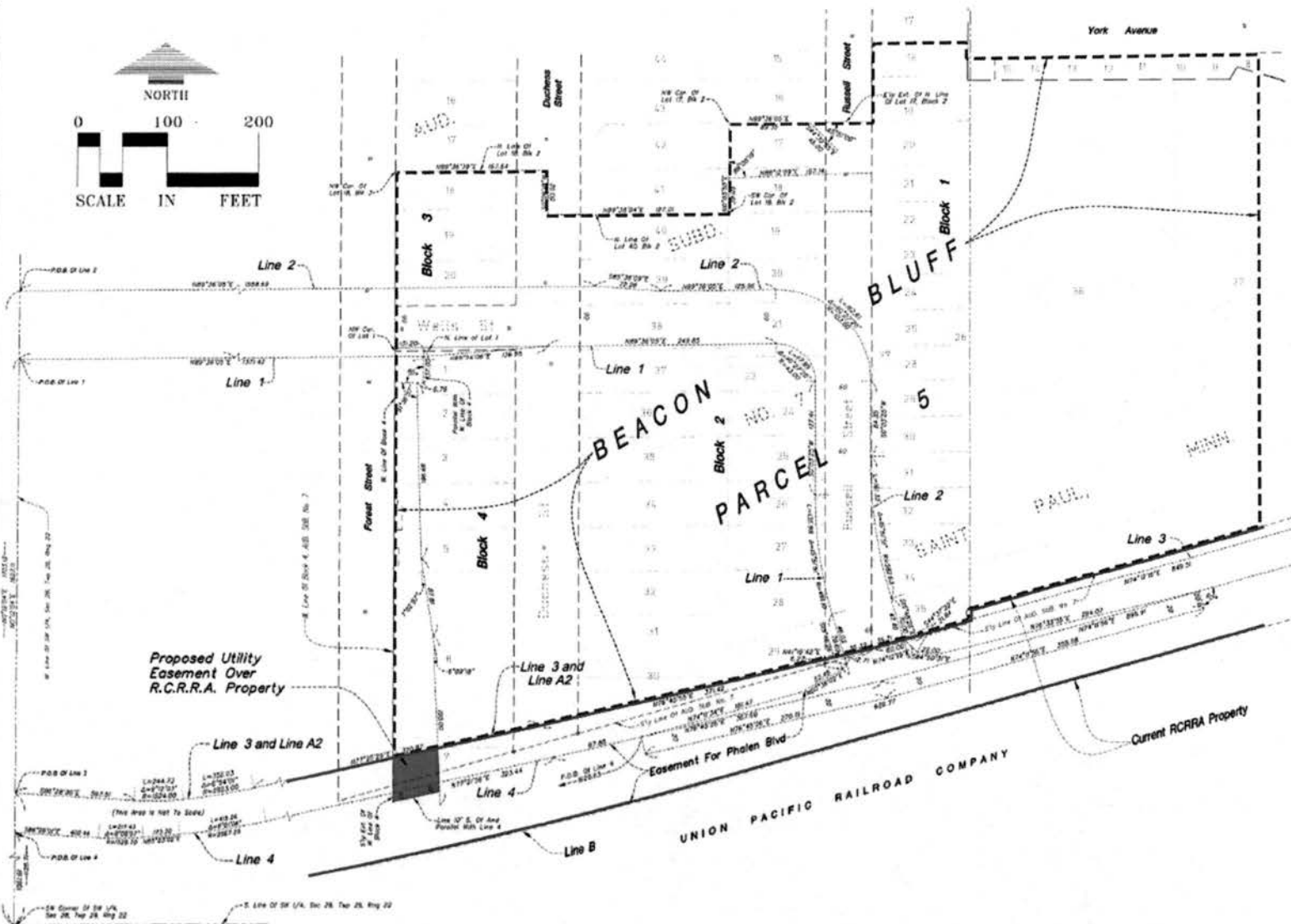
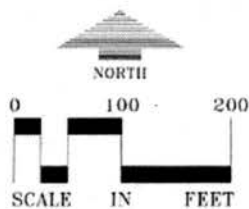
Line 4

Commencing at the southwest corner of said Southwest Quarter of Section 28, T. 29, R. 22, Ramsey County, Minnesota; thence North 00 degrees 12 minutes 04 seconds East, assumed bearing, along the west line of said Southwest Quarter, a distance of 1061.61 feet to the point of beginning of Line 4 to be described; thence South 86 degrees 28 minutes 01 seconds East a distance of 402.44 feet; thence easterly a distance of 217.43 feet along a tangential curve concave to the north, having a radius of 1528.70 feet and a central angle of 8 degrees 08 minutes 57 seconds; thence North 85 degrees 23 minutes 02 seconds East, tangent to the last described curve, a distance of 173.20 feet; thence easterly a distance of 415.26 feet along a tangential curve concave to the north having a radius of 2967.25 feet and a central angle of 8 degrees 01 minutes 06 seconds; thence North 77 degrees 21 minutes 56 seconds East, tangent to the last described curve, a distance of 323.44 feet, and there terminating

**EXHIBIT A-2
TO
DEDICATION OF PUBLIC UTILITY EASEMENT
FOR STORM SEWER PURPOSES**

Depiction of the Easement Area

8



Project Name: **BEACON BLUFF**

St. Paul, Minnesota

Owner/Client Name: **ST PAUL PORT AUTHORITY**

1500 Landmark Towers
340 S. Peter Street
St. Paul, MN 55102

Project No. **08-244**

Project Name: **LOUCKS ASSOCIATES**

Planning • Engineering • Architecture • Surveying

1700 Macmillan Lane, Suite 100
Minneapolis, Minnesota 55405
Telephone: (612) 338-1234
Fax: (612) 338-1235
www.loucksassociates.com

Client Name: **R.C.R.R.A. Property**

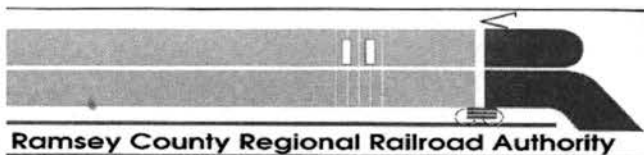
Project Name: **Utility Easement Request**

Project No. **08-244**

Sheet No. **08-244**

Sheet 2 of 2

Area



3

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: **08/17/10**

Regional Railroad Authority Meeting Date:

SUBJECT: Commitment to Twin Cities Consortium on HUD Sustainable Communities Initiative

EXECUTIVE SUMMARY

Over the past year, Ramsey County Regional Railroad Authority / Ramsey County has been actively involved in a multi-jurisdictional effort around regional transit-oriented development planning and implementation. The focus of the effort has been on positioning the Twin Cities as a premier model for other regions around the country, worthy of garnering financial support from two anticipated national funding opportunities. These efforts have included key visits to the Twin Cities from heads of federal agencies, building momentum and support for investments into the Union Depot and the Central Corridor.

Policy leaders from seven Twin Cities' entities, including Ramsey County Regional Railroad Authority/Ramsey County, Hennepin County/Hennepin County Regional Railroad Authority, City of St. Paul, City of Minneapolis, Metropolitan Council, Minnesota Housing Finance Agency and the McKnight Foundation, have collaborated to establish broad-based corridor-wide partnerships between jurisdictions, sectors and issue areas to fundamentally change the way the Twin Cities region carries out its transit planning and development. This paradigm shift approaches transit corridors as the geographic basis for planning a broad range of interconnected efforts encompassing affordable

(Executive Summary continued on the following page)

ACTION REQUESTED

1. Commit to work collaboratively with the consortium members in support of regional planning efforts that advance HUD, DOT and EPA's Livability Principles.
2. Support the submission of a HUD Sustainable Communities Regional Planning Grant proposal with the Metropolitan Council designated as the applicant acting on behalf of the consortium.
3. Authorize the Chair to sign a letter of commitment to participate in the planning and implementation of the HUD Regional Planning Grant for Ramsey County Regional Railroad Authority, to accompany the HUD Sustainable Communities grant proposal.

SUBJECT: Commitment to Twin Cities Consortium on HUD Sustainable Communities Initiative

(EXECUTIVE SUMMARY continued)

housing, economic development, environmental efforts, public health and work force development—in addition to multi-modal transportation—as a means of supporting the development of “livable” communities.

The first funding opportunity came by invitation to the McKnight Foundation to apply for funding from *Living Cities*, a private national entity comprised of twenty-one of the world’s largest foundations and financial institutions. The McKnight Foundation was the applicant, on behalf of the other six agencies, with a request for funding to develop sustainable communities along transit corridors in the Twin Cities region. The grant application was submitted in June 2010, with awardees being announced in October.

The second opportunity for funding came through the federal Housing and Urban Development (“HUD”) agency, in the form of a regional planning grant for a maximum of \$5 million. The same seven agencies have continued collaborating and are forming a consortium to submit the HUD grant proposal, with the Metropolitan Council as the applicant, which is due August 23, 2010. The consortium is considering the addition of the Counties Transit Improvement Board (“CTIB”) and other organizations as members to the consortium.

The HUD *Sustainable Communities Regional Planning* grant has a regional focus similar to that of the *Living Cities* grant, and would provide funding to fine-tune existing regional and local plans to create a corridor-based planning approach, standards and metrics for transit and transit-oriented development that supports six “livability principles”:

1. Provide more transportation choices
2. Promote equitable, affordable housing
3. Enhance economic competitiveness
4. Support existing communities
5. Coordinate policies and leverage investment
6. Value communities and neighborhoods

Funding from the HUD grant would support efforts by communities toward the following outcomes:

1. Create corridor-wide transportation, housing, water, and air quality plans that are deeply aligned and tied to local comprehensive land use and capital investment plans.
2. Align federal planning and investment resources that mirror the local and corridor-wide strategies for achieving sustainable communities.
3. Increase participation and decision-making in developing and implementing a long range vision for the corridor by populations traditionally marginalized in public planning processes.
4. Reduce social and economic disparities for the low-income, minority communities, and other disadvantaged populations within the target corridor.
5. Decrease per capita VMT and transportation-related emissions for the corridor.
6. Decrease overall combined housing and transportation costs per household within the corridor.
7. Increase the share of residential and commercial construction on underutilized infill development sites that encourage revitalization within the corridor, while minimizing displacement in neighborhoods with significant disadvantaged populations.
8. Increase the proportion of low and very low-income corridor households within a 30-minute transit commute of major employment centers.

(Executive Summary continued on the following page)

SUBJECT: Commitment to Twin Cities Consortium on HUD Sustainable Communities Initiative

(EXECUTIVE SUMMARY continued)

This HUD funding opportunity includes potential significance beyond this funding round: Under the Obama administration, HUD, the Department of Transportation ("DOT") and the Environmental Protection Agency ("EPA") are collaborating with each other in an unprecedented manner by supporting shared livability principles, cross-representation on funding review panels, monthly partnership discussions and the establishment of a "*Preferred Sustainability Status*" ("PSS") for communities submitting proposals.

The PSS serves as a "gold seal" for communities whose proposals demonstrate significant regional commitment to advance the Livability Principles, whether or not the proposal receives funding in this round. Being awarded the PSS qualifies the community for a broad spectrum of benefits, including access to capacity-building resources and securing potential points in other funding opportunities managed by other federal agencies such as HUD, DOT and EPA.

In order to submit the funding proposal to HUD, each member of the consortium needs to provide a formal letter of commitment to work together on the proposed activities. If the proposal is selected to receive funding, a Memorandum of Understanding, yet to be established, will be required of all consortium members and will be brought back to the Regional Railroad Authority for approval.

SUBJECT: Commitment to Twin Cities Consortium on HUD Sustainable Communities Initiative

ATTACHMENTS:

None.

PREVIOUS ACTION:

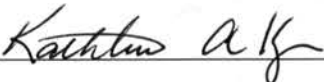
None.

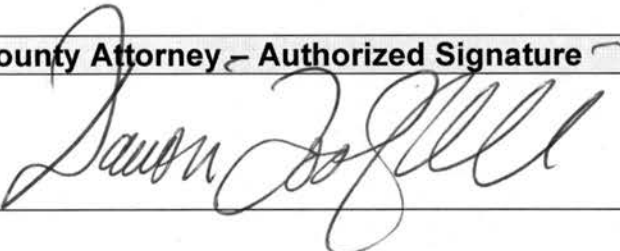
COUNTY MANAGER'S COMMENTS:

Commitment to participate in the consortium and to support the submission of an application for HUD Sustainable Communities Regional Planning funds would allow Ramsey County Regional Railroad Authority / Ramsey County to actively partner in regional efforts within identified metropolitan transit corridors that align with livability principles and community development outcomes, which are consistent with and further the Ramsey County Board's goals and critical success indicators.

SUBJECT: Commitment to Twin Cities Consortium on HUD Sustainable Communities Initiative

Regional Railroad Authority – Authorized Signature	Date
	8/10/10

Budgeting & Accounting – Authorized Signature	Date
	8/11/10

County Attorney – Authorized Signature	Date
	8/11/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Commitment to Twin Cities Consortium on HUD Sustainable Communities Initiative

DRAFT RESOLUTION

1 WHEREAS, Ramsey County Regional Railroad Authority /Ramsey County has worked
2 collaboratively with Hennepin County/Hennepin Regional Rail Authority, City of St. Paul, City of
3 Minneapolis, Metropolitan Council, Minnesota Housing Finance Agency and the McKnight
4 Foundation over the past year in order to effectively respond to two national funding opportunities
5 for regional transit-oriented development planning and implementation in and along planned transit
6 corridors; and

7
8 WHEREAS, The first funding opportunity came by invitation to the McKnight Foundation
9 from Living Cities, a private national entity comprised of twelve large foundations and financial
10 institutions, to develop sustainable communities along transit corridors in the twin cities region; and

11
12 WHEREAS, The grant application was submitted in June and has recently been awarded
13 funding; and

14
15 WHEREAS, The second opportunity for funding is through the federal Housing and Urban
16 Development ("HUD") agency, in the form of a regional planning grant for a maximum of \$5 million,
17 with proposals due August 23, 2010; and

18
19 WHEREAS, The same seven agencies have continued collaborating and are forming a
20 consortium to submit the HUD grant proposal, and are considering the addition of other agencies
21 to the Consortium; and

22
23 WHEREAS, The Consortium supports the submittal of a proposal to HUD by the
24 Metropolitan Council as the applicant on behalf of the Consortium, for funding to fine-tune existing
25 regional and local plans to create a corridor-based plan approach, standards and metrics for transit
26 and transit-oriented development that supports six "livability principles"; and

27
28 WHEREAS, The Livability Principles include providing more transportation choices;
29 promoting equitable, affordable housing; enhancing economic competitiveness; supporting existing
30 communities; coordinating policies and leveraging investment; and valuing communities and
31 neighborhoods; and

32
33 WHEREAS, If funded, the regional planning grant would support efforts by communities in
34 identified metropolitan transit corridors in achieving outcomes that are closely aligned with the
35 Ramsey County Board's goals and critical success indicators; and

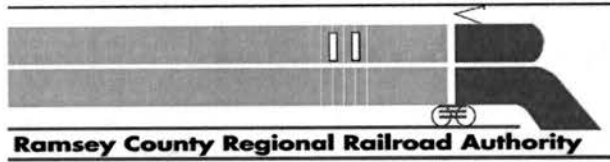
36
37 WHEREAS, The HUD funding opportunity includes the potential for being awarded a
38 "Preferred Sustainability Status" ("PSS") , which could qualify the applicant for a broad spectrum of
39 benefits, including access to capacity-building resources and securing potential points in other
40 funding opportunities managed by other federal agencies such as HUD, DOT and EPA; and

41
42 WHEREAS, The HUD grant application process requires each member of the consortium to
43 provide a formal letter of commitment to work together on the proposed activities; Now, Therefore,
44 Be It

46 RESOLVED, The Ramsey County Regional Railroad Authority hereby expresses its
47 commitment to work collaboratively with the consortium members in support of regional planning
48 efforts that advance HUD, DOT and EPA's Livability Principles; and Be It Further

49
50 RESOLVED, The Ramsey County Regional Railroad Authority hereby supports the
51 submission of a HUD Sustainable Communities Regional Planning Grant proposal with the
52 Metropolitan Council designated as the applicant acting on behalf of the consortium; and Be It
53 Further

54
55 RESOLVED, The Ramsey County Regional Railroad Authority hereby authorizes the Chair
56 to sign a letter of commitment to participate in the planning and implementation of the HUD
57 Regional Planning Grant for Ramsey County Regional Railroad Authority, to accompany the HUD
58 Sustainable Communities grant proposal.



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

**REGIONAL RAILROAD AUTHORITY MEETING
(BUDGET HEARING)**

AGENDA

September 7, 2010

Immediately following the County Board Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the September 7, 2010 Board Meeting is presented for approval.

MINUTES of the August 17, 2010 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. **Resolution supporting the submittal of the Metropolitan Council application for Counties Transit Improvement Board funding for the Central Corridor Light Rail Project**

Board Action Requested:

Support the submittal of a 2011 application by the Metropolitan Council to CTIB for Central Corridor LRT for \$106.7 million.

2. **Certify maximum levy for Ramsey County Regional Railroad Authority in the amount of \$19,938,811 for 2011.**

Board Action Requested:

The Ramsey County Regional Railroad Authority hereby establishes the proposed tax levy for the Truth in Taxation Law to finance the 2011 budget in the amount of \$19,938,811.

POLICY AGENDA

3. **2011 RCRRA Supplemental Budget**

Board Action Requested:

Discussion will occur on RCRRA critical success indicators and performance measures.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

August 17, 2010

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0 Also present were Julie Kleinschmidt, County Manager, and Darwin Lookingbill, Director, Civil Division, County Attorney's Office.

Chair McDonough called the meeting to order at 11:20 a.m.

AGENDA

Commissioner Parker moved approval of the Agenda of the August 3, 2010 Board Meeting, seconded by Commissioner Ortega. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker, McDonough – 7. Nays – 0.

MINUTES

Commissioner Parker moved approval of the Minutes of the June 22, 2010 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker, McDonough – 7. Nays – 0.

1. Approve Second Amendment to the Grant Agreement with the Minnesota Department of Transportation for Rush Line Corridor Federal Funds

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker, McDonough – 7. Nays – 0. (R10-40)

WHEREAS, Ramsey County Regional Railroad Authority is a member of the Rush Line Corridor Task Force, and is administering the grant agreement for the Rush Line Corridor Alternatives Analysis study; and

WHEREAS, Ramsey County Regional Railroad Authority entered into a grant agreement with the Minnesota Department of Transportation to access \$400,000 in federal funding to conduct an alternatives analysis study for the Rush Line Corridor; Now, Therefore, Be It

RESOLVED, Ramsey County Regional Railroad Authority hereby authorizes the Ramsey County Regional Rail Authority Chair to approve and execute the grant amendment with the Minnesota Department of Transportation to extend the grant termination date to September 30, 2010, at no increase in contract cost.

2. Public Utility Easement for Storm Sewer Purposes

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker, McDonough – 7. Nays – 0. (R10-41)

WHEREAS, In 2009, The Saint Paul Port Authority purchased and is redeveloping the site of the former 3M plant on Phalen Boulevard; and

WHEREAS, to facilitate this re-development the CITY OF SAINT PAUL, a municipal corporation under the laws of the State of Minnesota, is requesting a Dedication of Easement for Public Utility Purposes agreement for a storm sewer, which will be located near Forest Street and will run perpendicular to and under a portion of RCRRRA corridor property; and

WHEREAS, the Ramsey County Regional Railroad Authority supports the Saint Paul Port Authority's re-development of this site because of the significant positive impact it will have on the neighborhood; and

WHEREAS, the underground storm sewer installation does not appear to create any conflict for future transportation development, including the possibility of light rail; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes its Chair to execute a Dedication of Easement Agreement for Public Utility Purposes to the CITY OF SAINT PAUL for a storm sewer, which will run adjacent to Forest Street and under a portion of RCRRA corridor property.

3. Commitment to Twin Cities Consortium on HUD Sustainable Communities Initiative

Commissioner Rettman moved approval of the following resolution, seconded by Commissioner Carter.

Chair McDonough explained that, early on, the department of Housing and Urban Development (HUD), the Department of Transportation (DOT) and the Environmental Protection Agency (EPA) came together to form what is now known as the HUD Sustainable Communities Initiative. The purpose of the initiative is to stimulate more integrated and sophisticated regional planning to guide state, metropolitan, and local investments in land use, transportation and housing, as well as to challenge localities to undertake zoning and land use reforms. He said it is important that Ramsey County be involved in this to work as a community with the investments, businesses, and opportunities along the Central Corridor. Discussions will need to be had about structuring Ramsey County's participation in this effort, but it is necessary to commit to this initiative otherwise it will move forward without Ramsey County. He suggested that a future Ramsey County Regional Railroad Authority (RCRRA) workshop be held to compile information, determine how to coordinate efforts within the County and maximize the opportunities.

Commissioner Carter agreed that they need to move forward and position themselves to be a part of the discussion. It has been difficult working through the complexities of the Central Corridor project and integrating the future need for development with addressing concerns of the community and identifying the appropriate project partner. Since this opportunity does involve many areas of the County, it is important to support it from that overall perspective.

Chair McDonough commented that in the past the responsibilities were divided and perhaps simpler. However, with the events that have taken place, the Metropolitan Council, the City of St. Paul and Ramsey County all have a responsibility to come together to resolve the issues. If we are not all sitting at the table, then we are not doing the best job we can do. The message from HUD, DOT and EPA is that everyone has a responsibility to be involved.

Commissioner Parker commented that she was not aware of this specific initiative and appreciates it being brought forward. The initiative is very consistent with that of Active Living Ramsey County. It is a culture change in how we approach transit, pedestrian and bike oriented development. Discussion on how to integrate these together is important.

Commissioner Rettman said it is necessary that all the commissioners receive ongoing updates so that they have the complete picture and are not only being informed of beginning and end pieces.

Chair McDonough said the need to proceed with this item occurred very quickly. The intent here is to position ourselves to be competitive.

Commissioner Ortega said this is a great opportunity but we need to operate in a way that allows us to be proactive quickly when the opportunities are upon us. The key task is figuring out how to reorganize ourselves and our resources so that the principles from which we operate can be used to maximize the opportunities.

Commissioner Carter added this is clearly not just about the corridors and transportation planning, but also about economic development and housing and all of the planning we do in all areas. It is about creating healthy sustainable communities, which is everything that we do.

Commissioner Reinhardt said often times government action moves slowly for a reason, and other times opportunities arise that require quick decisions to move forward. However, we know it is not a done deal until the full discussion is had at this table. The fact that our staff has been able to recognize those opportunities and work to quickly pull the information together to allow these further discussions is commendable. She said this is a great opportunity and we need to be part of the discussion. She added if we are successful, we are going to optimize the positive impact on the community.

Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker, McDonough – 7. Nays – 0.
(R10-42)

WHEREAS, Ramsey County Regional Railroad Authority /Ramsey County has worked collaboratively with Hennepin County/Hennepin Regional Rail Authority, City of St. Paul, City of Minneapolis, Metropolitan Council, Minnesota Housing Finance Agency and the McKnight Foundation over the past year in order to effectively respond to two national funding opportunities for regional transit-oriented development planning and implementation in and along planned transit corridors; and

WHEREAS, The first funding opportunity came by invitation to the McKnight Foundation from Living Cities, a private national entity comprised of twelve large foundations and financial institutions, to develop sustainable communities along transit corridors in the twin cities region; and

WHEREAS, The grant application was submitted in June and has recently been awarded funding; and

WHEREAS, The second opportunity for funding is through the federal Housing and Urban Development ("HUD") agency, in the form of a regional planning grant for a maximum of \$5 million, with proposals due August 23, 2010; and

WHEREAS, The same seven agencies have continued collaborating and are forming a consortium to submit the HUD grant proposal, and are considering the addition of other agencies to the Consortium; and

WHEREAS, The Consortium supports the submittal of a proposal to HUD by the Metropolitan Council as the applicant on behalf of the Consortium, for funding to fine-tune existing regional and local plans to create a corridor-based plan approach, standards and metrics for transit and transit-oriented development that supports six "livability principles"; and

WHEREAS, The Livability Principles include providing more transportation choices; promoting equitable, affordable housing; enhancing economic competitiveness; supporting existing communities; coordinating policies and leveraging investment; and valuing communities and neighborhoods; and

WHEREAS, If funded, the regional planning grant would support efforts by communities in identified metropolitan transit corridors in achieving outcomes that are closely aligned with the Ramsey County Board's goals and critical success indicators; and

WHEREAS, The HUD funding opportunity includes the potential for being awarded a "Preferred Sustainability Status" ("PSS"), which could qualify the applicant for a broad spectrum of benefits, including access to capacity-building resources and securing potential points in other funding opportunities managed by other federal agencies such as HUD, DOT and EPA; and

WHEREAS, The HUD grant application process requires each member of the consortium to provide a formal letter of commitment to work together on the proposed activities; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby expresses its commitment to work collaboratively with the consortium members in support of regional planning efforts that advance HUD, DOT and EPA's Livability Principles; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority hereby supports the submission of a HUD Sustainable Communities Regional Planning Grant proposal with the Metropolitan Council designated as the applicant acting on behalf of the consortium; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority hereby authorizes the Chair to sign a letter of commitment to participate in the planning and implementation of the HUD Regional Planning Grant for Ramsey County Regional Railroad Authority, to accompany the HUD Sustainable Communities grant proposal.

4. RCRRA 2011 Supplemental Budget

Chair McDonough proposed amending the agenda by moving the presentation and discussion on the RCRRA 2011 Supplemental Budget to the next board meeting date, September 7, 2010, due to the tight schedule of today's meetings.

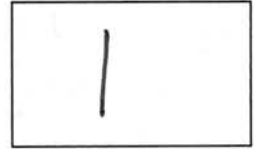
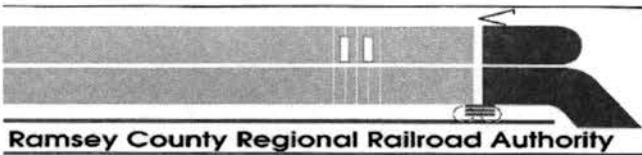
Commissioner Ortega moved approval of the amendment to the August 17th Agenda, seconded by Commissioner Rettman. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker, McDonough – 7. Nays – 0.

CORRIDOR UPDATES

No corridor updates were given at this time.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 12:00 p.m.



REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 09/07/2010

Regional Railroad Authority Meeting Date: _____

SUBJECT: Resolution supporting the submittal of the Metropolitan Council application for Counties Transit Improvement Board funding for the Central Corridor Light Rail Project

EXECUTIVE SUMMARY

The Metropolitan Council is responsible for constructing the Central Corridor light rail project. The Counties Transit Improvement Board has committed to 30% of the project cost, up to \$300 million. Ramsey County and Hennepin County Regional Railroad Authorities have committed 7% and 3% respectively. The Federal Transit Administration Full Funding Grant Agreement to provide 50% of the project cost is expected in late 2010.

The funding commitments are:

CTIB	\$283.95 million
RCRRA	\$66.411 million
HCRRA	\$28.239 million

The Metropolitan Council plans to apply for \$106.7 million in funding from CTIB for 2011 to maintain the Central Corridor schedule. CTIB has requested resolutions of support from the participating railroad authorities.

ACTION REQUESTED

Support the submittal of a 2011 application by the Metropolitan Council to CTIB for Central Corridor LRT for \$106.7 million.

SUBJECT: Resolution supporting the submittal of the Metropolitan Council application for Counties Transit Improvement Board funding for the Central Corridor Light Rail Project

ATTACHMENTS:

PREVIOUS ACTION:

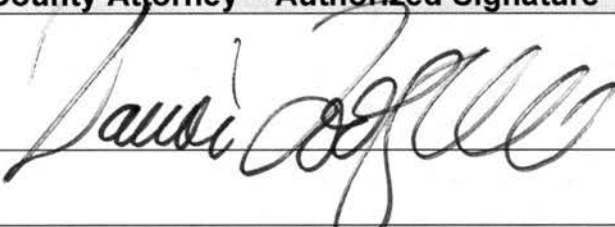
COUNTY MANAGER'S COMMENTS:

The County Manager recommends approval of this request in order to maintain the Central Corridor schedule and budget.

SUBJECT: Resolution supporting the submittal of the Metropolitan Council application for Counties Transit Improvement Board funding for the Central Corridor Light Rail Project

Regional Railroad Authority – Authorized Signature	Date
	8/30/10

Budgeting & Accounting – Authorized Signature	Date
	8/30/10

County Attorney – Authorized Signature	Date
	8/31/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Resolution supporting the submittal of the Metropolitan Council application for Counties Transit Improvement Board funding for the Central Corridor Light Rail Project

DRAFT RESOLUTION

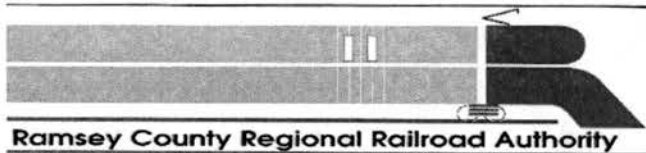
1 WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has supported the
2 Central Corridor Light Rail Transit (CCLRT) Project through Alternatives Analysis, preliminary and
3 final design and advance construction; and
4

5 WHEREAS, The Counties Transit Improvement Board (CTIB) has provided capital grants to
6 CCLRT in excess of \$79 million since its inception; and
7

8 WHEREAS, The Metropolitan Council is the project sponsor responsible for delivering
9 CCLRT on budget and on schedule, and
10

11 WHEREAS, The Metropolitan Council intends to submit a capital grant application to CTIB
12 for 2011 for \$106.7 million to advance CCLRT, Now, Therefore Be It
13

14 RESOLVED, That the Ramsey County Regional Railroad Authority supports the submittal of
15 a 2011 application by the Metropolitan Council to CTIB for Central Corridor LRT for \$106.7 million.



2

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 9/7/2010

Regional Railroad Authority Meeting Date: _____

SUBJECT Certify maximum levy for Ramsey County Regional Railroad Authority in the amount of \$19,938,811 for 2011.

EXECUTIVE SUMMARY

The Truth in Taxation Law requires the Ramsey County Regional Railroad Authority to certify a proposed levy each year to the Property Records and Revenue Department. The levy must be certified by September 15, 2010, for 2011. The approved tax levy cannot exceed the certified levy.

The budget for 2011 was approved in December 2009.

The proposed levy for the Rail Authority is \$19,938,811, which is an increase of 0% from last year's levy, which was \$19,938,811. The levy will be adopted in December 2010.

ACTION REQUESTED

The Ramsey County Regional Railroad Authority hereby establishes the proposed tax levy for the Truth in Taxation Law to finance the 2011 budget in the amount of \$19,938,811.

SUBJECT: Certify maximum levy for Ramsey County Regional Railroad Authority in the amount of \$19,938,811 for 2011.

ATTACHMENTS:

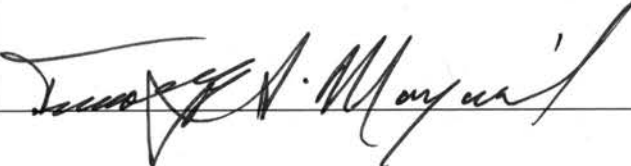
PREVIOUS ACTION:

The 2011 RCRRA budget of \$154,442,134 was approved on December 15, 2009 per RCRRA Resolution No. R09-59.

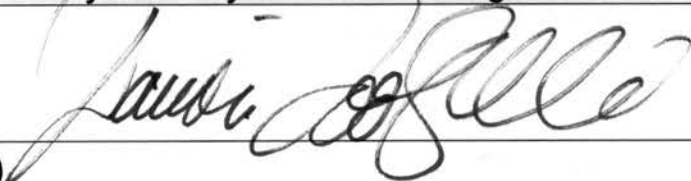
COUNTY MANAGER'S COMMENTS:

The proposed maximum tax levy must be certified by September 15, 2011 to comply with the Truth in Taxation Law.

SUBJECT: Certify maximum levy for Ramsey County Regional Railroad Authority in the amount of \$19,938,811 for 2011.

Regional Railroad Authority – Authorized Signature	Date
	8/30/10

Budgeting & Accounting – Authorized Signature	Date
	8/30/10

County Attorney – Authorized Signature	Date
	8/31/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

REVISED

SUBJECT Certify maximum levy for Ramsey County Regional Railroad Authority in the amount of \$19,938,811 for 2011.

DRAFT RESOLUTION

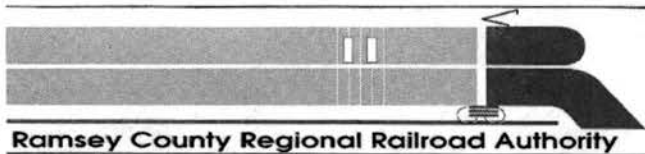
1 WHEREAS, The Truth in Taxation Law (M.S. 275.065) requires the Ramsey
2 County Regional Railroad Authority to certify a proposed maximum tax levy to the
3 Property Records and Revenue Department (County Auditor) by September 15, 2010;
4 and
5

6 WHEREAS, The Certified Proposed Maximum Tax Levy will be the amount that
7 is used for the Truth in Taxation notices that will be mailed to each property owner in the
8 County after November 10, 2010, but no later than November 24, 2010; and
9

10 WHEREAS, The Truth in Taxation Law includes a provision that the approved tax
11 levy for the 2011 budget cannot be more than the proposed tax levy certified by the
12 Ramsey County Regional Railroad Authority by September 7, 2010; and
13

14 WHEREAS, In order to continue to improve the quality of life and access to
15 services in the region, to remain a partner in transit activities in the region with other
16 agencies, including the Minnesota Department of Transportation, the seven metro
17 county Regional Railroad Authorities, Metropolitan Council and Metro Transit; Now,
18 Therefore Be It
19

20 RESOLVED, That the Ramsey County Regional Railroad Authority hereby
21 approves the proposed maximum tax levy of \$19,938,811 to finance the 2011 Ramsey
22 County Regional Railroad Authority Budget, which in accordance with the Truth in
23 Taxation Law, must be certified to the Department of Property Records and Revenue by
24 September 15, 2010.



3

REQUEST FOR ACTION

Type of Agenda: ☒ Policy ☒ Discussion
☐ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 08/17/10

Regional Railroad Authority Meeting Date: 09/07/10

SUBJECT: 2011 RCRRA Supplemental Budget

EXECUTIVE SUMMARY

On December 15, 2009 the Ramsey County Regional Railroad Authority (RCRRA) adopted the two-year 2010-2011 RCRRA budgets. The 2011 budget is \$154,442,134. There are no addendums to this budget.

The two-year budget approval process requires presentation of RCRRA critical success indicators and performance measures.

ACTION REQUESTED

Discussion will occur on RCRRA critical success indicators and performance measures.

SUBJECT: 2011 RCRRA Supplemental Budget

ATTACHMENTS:

1. Department Summary of Department Mission, Programs/Services, Critical Success Indicator
2. Critical Success Indicator and Performance Measures
3. Opportunities and Challenges form

PREVIOUS ACTION:

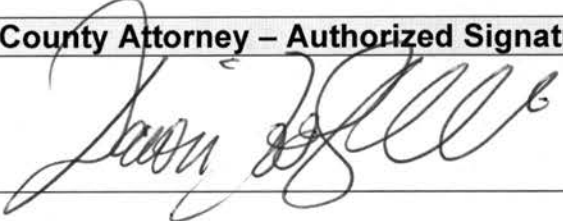
None.

COUNTY MANAGER'S COMMENTS:

SUBJECT: 2011 RCRRA Supplemental Budget

Regional Railroad Authority – Authorized Signature	Date
	6/10/10

Budgeting & Accounting – Authorized Signature	Date
	8/5/10

County Attorney – Authorized Signature	Date
	8/11/10

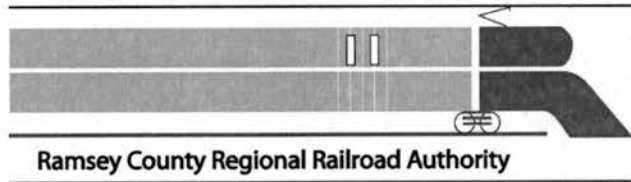
Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Department Summary

Attachment
1



DEPARTMENT MISSION

REGIONAL RAILROAD AUTHORITY

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

PROGRAMS / SERVICES

Ramsey County Regional Railroad Authority is comprised of the seven elected Ramsey County Commissioners.

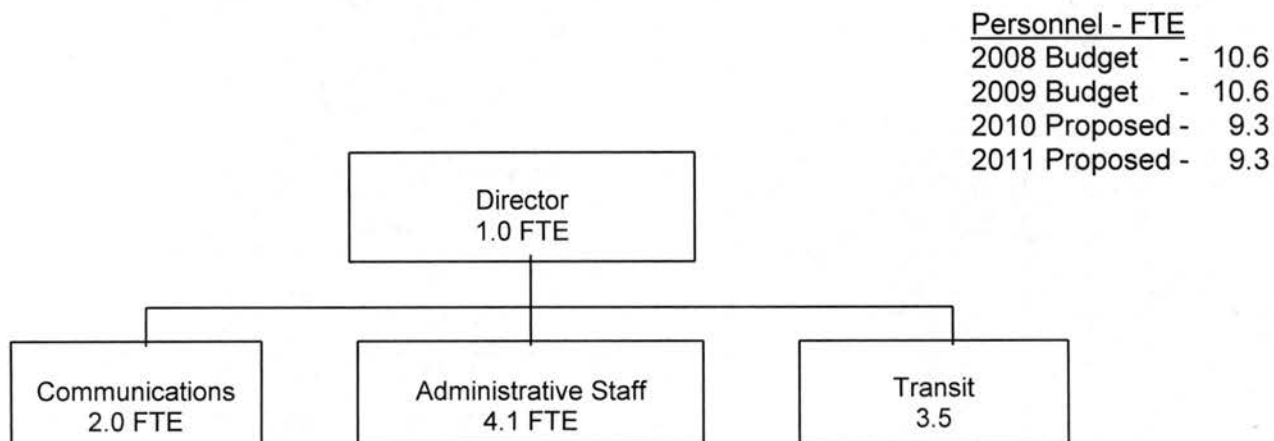
The Ramsey County Regional Railroad Authority recognizes the importance of transit to the mobility of people in the county and its importance in maintaining a strong economy in the county. For those reasons, the Railroad Authority plans, advocates, designs, communicates, educates, coordinates, implements, operates, preserves and funds transit options in Ramsey County.

The Ramsey County Regional Railroad Authority performs its activities because of the needs for mobility, to improve transportation affordability, to mitigate traffic congestion, to enhance environmental quality and because the economic health of the county depends on accessibility to jobs, services and recreation.

CRITICAL SUCCESS INDICATOR

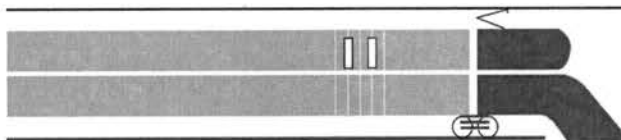
A variety of safe and effective transportation options benefit the community.

2009 ORGANIZATION CHART



Department Summary

Attachment
2



Ramsey County Regional Railroad Authority

CRITICAL SUCCESS INDICATOR & PERFORMANCE MEASURES

A VARIETY OF SAFE AND EFFECTIVE TRANSPORTATION OPTIONS BENEFIT THE COMMUNITY

PERFORMANCE MEASURES – HIGHLIGHTS

Two of the long-term planning projects that the Regional Railroad Authority has been working on over the past several years, have progressed into real construction projects. Those projects, the Union Depot and the Central Corridor, will enhance a seamless, multimodal transit network designed to ease congestion, provide alternative modes of transportation, and improve the economic competitiveness and vitality of St. Paul, Ramsey County, the Twin Cities metro region, and the state.

The seven metropolitan counties have taken the lead on moving transit/transportation options to the region, by advocating, coordinating, funding, planning, and implementing transit for metropolitan county residents and businesses. Strong, sustainable partnerships have been built and maintained with other government entities and the private sector to develop a vision of transit services that meet the changing needs for today and for the future.

Because of the long-term funding strategy adopted by the Railroad Authority in 2005, RCRRA has been able to advance the development of the department's capital projects. The department continues to pursue funding opportunities at the local, state, and federal levels and has been successful in obtaining funds from new federal programs (Transportation Investment Generating Economic Recovery, or TIGER 1) and locally (County Transit Improvements Board, or CTIB).

The revitalization of the Union Depot as a regional multimodal transportation hub and the success of the Central Corridor Light Rail Transit corridor will no longer only hold transportation benefits. These projects will also serve as catalysts for economic growth and job creation in St. Paul and the metropolitan area. Economic development and housing opportunities will also bring an infusion of funds from other agencies.

PERFORMANCE MEASURES

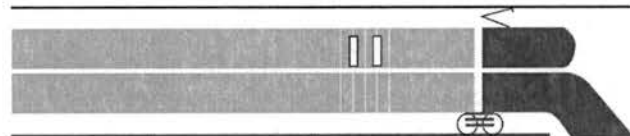
		2007	2008	2009	2010	2011
#	Performance Measures	Actual	Actual	Actual	Estimate	Estimate
1	Union Depot Concourse Purchase agreement executed		4/08			
2	Purchase Union Depot Head House			6/09		
3	Union Depot Preliminary engineering/final design				1/10	
4	Union Depot Concourse renovation begins				12/10	
5	Union Depot project budget/schedule	\$4M	\$11.96M	\$23.78M	\$36.08M	\$96.92M
6	Central Corridor authorized for final design				5/10	
7	Central Corridor project budget/schedule		\$.09M	\$7.83M	\$11.2M	\$11.2M
8	I-94 Alternatives Analysis begins				9/10	
9	Corridor Planning					On-going

PERFORMANCE MEASURES - DISCUSSION

1. The Union Depot Multi-modal Transit Hub will become the heart of future transportation in the region. In its first phase, the Depot will serve Amtrak, regional and inter-city buses, bicycles, pedestrians, and the Central Corridor light rail line.
2. RCRRA purchased the Union Depot Head House in June 2009.
3. Depot Preliminary engineering/final design work began in January 2010.
4. In December 2010, renovation of the Union Depot will begin.

5

Department Summary



Ramsey County Regional Railroad Authority

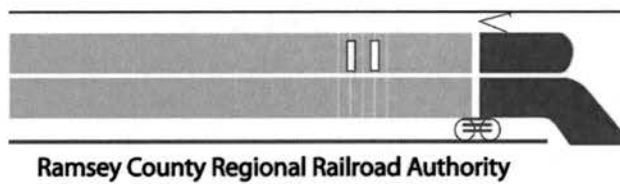
CRITICAL SUCCESS INDICATOR & PERFORMANCE MEASURES

A VARIETY OF SAFE AND EFFECTIVE TRANSPORTATION OPTIONS BENEFIT THE COMMUNITY

5. The Union Depot project cost projection is \$237.5M. Property acquisition has been completed at a total cost of \$53.7M. Phase 1 Design work is almost complete and the project is on schedule and on budget. Phase 2 construction work will begin in the fall of 2010 and the RCRRA will continue to expend funds on these construction costs through 2012.
6. The Central Corridor light rail project received authorization from the Federal Transit Administration to conduct final design in May 2010. This work is being conducted by the Metropolitan Council with funding from Ramsey and Hennepin counties, CTIB, state bonding, and the federal government. The Railroad Authority will continue to monitor project development to make certain that the project meets the needs of the public. Early construction work started in the fall of 2009 and will continue until 2014.
7. The Central Corridor project cost projection is \$956.9M. Ramsey County's local share contribution is almost \$67M. The project is on schedule and on budget.
8. An Alternatives Analysis study will begin on the I-94 Corridor from Minneapolis to the St. Paul Union Depot to Western Wisconsin.
9. Corridor planning work will continue on Red Rock, Rush Line, Robert Street, Intercity Passenger Rail (High Speed Rail), Riverview, and other projects to provide improved transit options for citizens.

Department Summary

Attachment
3



OPPORTUNITIES & CHALLENGES

REGIONAL RAILROAD AUTHORITY

Opportunities that may impact department performance in 2012 – 2013 Budget

A Regional Railroad Authority office relocation from the West Building to the Union Depot will bring a presence of the department to the public and allow the department to be closer in proximity to its modal partners.

Engaging freight companies early on in rail studies has been positive in establishing strong working relationships. These communications are important because the department will need to collaborate with the freight companies on sharing rail lines with future commuter and passenger rail lines. The department is the lead agency for a Freight Rail Capacity Study for freight movements affecting the Union Depot. Early collaboration with the freight railroads will provide strong working relationships and garner an environment of trust between the public and private sector.

Growing federal and philanthropic interest in regional and local efforts to support development that aligns with community goals and recognizes the interrelationship between transportation, housing, employment, economic development, environment, health, and amenities that enhance the quality of life can provide the opportunity to build on work already undertaken by the RCRRA to form regional partnerships. Ramsey county has been participating in a multi-jurisdictional planning process around regional transit-oriented development within the metropolitan's identified transit corridors, including the submission of two metro-wide proposals: 1) a request for a Living Cities grant to develop sustainable communities along transit corridors, and 2) a request for a HUD Sustainable Communities Regional Planning grant for fine-tuning of existing regional and local plans to create a corridor-based planning approach, standards and metrics for transit and transit-oriented development that supports HUD's Livability Principles.

Challenges that may impact department performance in 2012 – 2013 Budget

Operating costs for the Union Depot have yet to be determined. Agreements with modal partners and future retail/commercial entities have not been established. Prior to full build out, an operating subsidy will likely be required.

It is unknown who will manage the Union Depot. With residents, commercial, multimodal, and program space, it is a unique facility to Ramsey County. Work will need to be undertaken to find a manager for this facility.

Finding long-term stable funding sources to pay for capital and operating costs associated with future high speed rail lines. At this time, a large local share is required for both capital and operating costs.

Nationally, finding a long-term funding source for transit/transportation operations and infrastructure costs. With more transit riders and more fuel efficient vehicles being driven, the designated gas tax allocation is providing less revenue for transit/transportation needs.

The I-94, Rush Line, and Red Rock Corridor Commissions and other RCRRA corridor collaborations continue to have funding, staffing, advocacy, and legislative challenges.

7