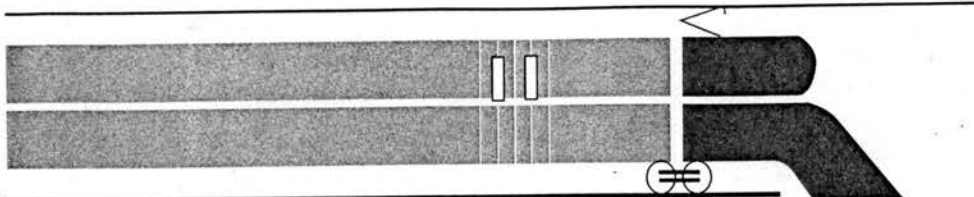




Ramsey County Regional Railroad Authority.
Records.

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Ramsey County Regional Railroad Authority

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

AGENDA

Regional Railroad Authority Annual Organizational Meeting

January 3, 2006

Immediately following Housing and Redevelopment Authority Organizational Meeting

Third Floor Council Chambers Courthouse

1. * Appoint officers for 2006 for Ramsey County Regional Railroad Authority, Metro Transitways Development Board, Rush Line Task Force, Red Rock Corridor, Central Corridor Coordinating Committee, Central Corridor Partnership, Northeast Diagonal Policy Advisory Committee, LOCATE, Midwest High Speed Rail Association and the Northstar Corridor.

* Action is requested

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Authorized Signature

Date

Board Action Requested

Appoint officers for 2006 for Ramsey County Regional Railroad Authority, Metro Transitways Development Board, Rush Line Task Force, Red Rock Corridor, Central Corridor Coordinating Committee, Central Corridor Partnership, Northeast Diagonal Policy Advisory Committee, LOCATE, Midwest High Speed Rail Association and the Northstar Corridor.

Request Justification

See attached proposed resolution.

ACTION IS REQUESTED

Budgeting and Accounting _____

County Attorney _____

Risk Management _____

Documentation certified complete for:

January 03, 2006
Board Date

Angeline Taylor
Signature

12/22/05
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date January 3, 2006 No.: R06-01

WHEREAS, The Board of Ramsey County Commissioners organized a regional railroad authority pursuant to Minnesota Statutes Chapter 398A by Resolution 87-230 in April, 1987; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint the following officers to the Ramsey County Regional Railroad Authority for 2006:

Rafael Ortega, Chair
Jim McDonough, Vice-Chair
Tony Bennett, Secretary
Toni Carter, Treasurer

and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Metro Transitways Development Board for 2006:

Jim McDonough, Member
Rafael Ortega, Alternate

and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Rush Line Task Force for 2006:

Victoria Reinhardt, Representative
Jan Parker, Alternate

And Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Red Rock Corridor for 2006:

Jim McDonough, Representative
Janice Rettman, Alternate

and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Central Corridor Coordinating Committee for 2006:

Rafael Ortega, Member
Janice Rettman, Member

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: January 3, 2006

No.: R06-01

And Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint Rafael Ortega as the Central Corridor Partnership representative for 2006; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northeast Diagonal Policy Advisory Committee for 2006:

Jan Parker, Member
Victoria Reinhardt, Alternate

And Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint Tony Bennett as the LOCATE representative for 2006; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint Jim McDonough as the High Speed Ground Transportation Association representative and the Midwest High Speed Rail Association representative for 2006:

And Be It Finally

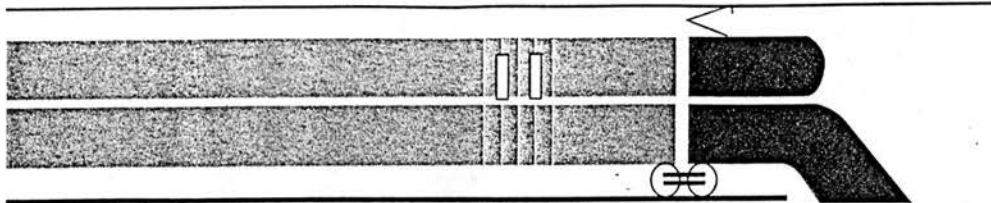
RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint Janice Rettman as the Northstar Corridor liaison for 2006.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

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

AGENDA

Regional Railroad Authority Meeting

January 17, 2006

Immediately following Legislative Committee Meeting

Third Floor Council Chambers Courthouse

1. * Approve minutes from December 20, 2005, and January 3, 2006 meetings.

ADMINISTRATIVE AGENDA

2. * Ratify Partial Payment No. 2 in the amount of \$2,414.90 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Transit project through November 2005.
3. * Ratify Partial Payment No.17 in the amount of \$11,099.51 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for November 2005.
4. * Ratify Partial Payment No. 3 in the amount of \$20,166.97 to St. Paul Port Authority for negotiation of acquisition of the Post Office buildings in St. Paul for November 2005
5. * Ratify Partial Payment No. 1 in the amount of \$34,302.06 to LTK Engineering Services for consulting services on the Union Depot project through October 2005.

6. * Ratify Partial Payment No. 22 in the amount of \$27,002.47 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for October 2005.
7. * Ratify Partial Payment No. 9 in the amount of \$6,122.85 to Tunheim Partners for communication and community organizing services on the Union Depot project through November 2005.

POLICY AGENDA

8. Central Corridor Update—Steve Morris.
 9. * Approve lease LNE027 and authorize Chair to execute lease LNE027 with Versa at Forest and Phalen Boulevard in St. Paul.
- * Action is requested

Meeting Minutes

RAMSEY COUNTY RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on December 20, 2005 in Council Chambers, Third Floor Courthouse.

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

OTHERS PRESENT: Kathy DeSpiegelaere, Julie Kleinschmidt, Ken Haider, David MacMillan, Jolly Mangine, Robert Clarkson, David Twa, Takara Spaulding, Sam Buffington, Daniel Kravetz, Mark Voerding, Bruce Thompson, Matt Aaron.

Chair Ortega called the RCRRRA meeting to order at 10:35 a.m.

ADMINISTRATIVE AGENDA

1. Approve minutes from December 13, 2005 RCRRRA meeting

A motion was made by Commissioner Bennett, seconded by Commissioner Reinhardt, to approve the minutes from the December 13, 2005 RCRRRA meeting.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

2. Adopt the 2006 tax levy in the amount of \$10,787,079 and the 2007 budget in the amount of \$19,167,198 for the Ramsey County Regional Railroad Authority

A motion was made by Commissioner Bennett, seconded by Commissioner Parker, to adopt the 2006 tax levy in the amount of \$10,787,079 and the 2007 budget in the amount of \$19,167,198 for the Ramsey County Regional Railroad Authority.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6, Nays – 1
Motion accepted.

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

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

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

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

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

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

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

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

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

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

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

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

POLICY AGENDA

3. Support the 2006 Constitutional Amendment dedicating 100% of the motor vehicle sales tax revenue to transportation

A motion was made by Commissioner Bennett, seconded by Commissioner Parker, to support the 2006 Constitutional Amendment dedicating 100% of the motor vehicle sales tax revenue to transportation.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

WHEREAS, Minnesota's transportation infrastructure forms the backbone of the state's economy and has a direct impact on future economic development; and

WHEREAS, too many Minnesotans are being killed in traffic crashes on dangerous roadways; and

WHEREAS, funding for highway and transit systems in Minnesota has remained stagnant and is failing to keep pace with growing population and growing demands; and

WHEREAS, local governments throughout the state are struggling to maintain local transportation systems while the state's gas tax has not been increased since 1988 and transit budgets have been cut in recent years; and

WHEREAS, the Minnesota Legislature has repeatedly turned to revenue from the motor vehicle sales tax, which has been viewed as user fee revenue, in order to fund both highway and transit systems including the current dedication of 54% of motor vehicle sales tax for transportation purposes; and

WHEREAS, the legislature passed a proposed constitutional amendment during the 2005 Legislative Session that would appear on the ballot November 7, 2006 asking voters if the remaining 46% of motor vehicle sales tax revenue currently used for other purposes should be used for highways and transit systems; and

WHEREAS, passage of this amendment would mean an increase in stable revenue for highway and transit systems throughout the state that would rise to approximately \$300 million per year once the transfer of revenue is fully phased-in by 2011; and

WHEREAS, on November 18, 2005, the Minnesota Department of Finance issued its November 2005 Economic Forecast, which estimates for FY 2008-09 revenues for the State are \$551 million higher than end-of-session projections, while expenditure estimates are \$45 million lower. As a result, projected balances for FY 2008 and FY 2009 have increased. The balances are now roughly equal to the cost of inflation and the loss of revenues from a potential constitutional amendment that would dedicate all general fund motor vehicle sales tax revenue to transportation; and

NOW, THEREFORE

BE IT RESOLVED, Ramsey County Regional Railroad Authority strongly supports passage of the proposed amendment to the Minnesota Constitution dedicating all of the motor vehicle sales tax revenue to transportation with at least 40% of the revenue for public transit assistance and not more than 60% of the revenue for highway purposes.

BE IT FURTHER RESOLVED, Ramsey County Regional Railroad Authority strongly encourages the State of Minnesota to enact sound fiscal management policies to ensure that the loss of revenues from a potential constitutional amendment can be adequately absorbed by the State of Minnesota without negative impacts to health and human services, education and local government aid.

The meeting adjourned at 10:45 a.m.

Meeting Minutes

RAMSEY COUNTY RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on January 3, 2006, in Council Chambers, Third Floor Courthouse.

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

OTHERS PRESENT: Kathy DeSpiegelaere, Angie Taylor, David MacMillan,, Mark Voerding,
Denise Beigbeder, Terry Speiker, Connie Catlin, Nick Riley, Rob Fulton

Chair Ortega called the meeting to order at 9:20 am.

ADMINISTRATIVE AGENDA

1. Appoint officers for 2006 for Ramsey County Regional Railroad Authority, Metro Transitways Development Board, Rush Line Task Force, Red Rock Corridor, Central Corridor Coordinating Committee, Central Corridor Partnership, Northeast Diagonal Policy Advisory Committee, LOCATE, Midwest High Speed Rail Association and the Northstar Corridor

A motion was made by Commissioner Bennett, seconded by Commissioner Carter, to Appoint officers for 2006 for Ramsey County Regional Railroad Authority, Metro Transitways Development Board, Rush Line Task Force, Red Rock Corridor, Central Corridor Coordinating Committee, Central Corridor Partnership, Northeast Diagonal Policy Advisory Committee, LOCATE, Midwest High Speed Rail Association and the Northstar Corridor.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

The meeting adjourned at 9:23 am.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. D. Spiegel
Authorized Signature

11/11/06
Date

Board Action Requested

Ratify Partial Payment No. 2 in the amount of \$2,414.90 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Transit project through November 2005.

ACTION IS REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution ratifying payment
- 2) Accounts Payable forms and Partial Payment No. 2
- 3) Thompson Coburn Invoice Nos. 1027514, 1027515 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

1/17/06

Board Date

Angelique Taylor
Signature

1/11/06

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

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

WHEREAS, Thompson Coburn has satisfactorily completed portions of the work identified in the referenced agreement, and provided detailed invoice documentation for services and costs accrued through November 2005; and

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

WHEREAS, Thompson Coburn Invoice Nos. 1027514 and 1027515, Partial Payment No. 2 in the amount of \$2,414.90 attachments thereto, provide the correct documentation of payments due Thompson Coburn through November 2005; Now, Therefore Be It

RESOLVED, Payment to Thompson Coburn in the amount of \$2,414.90 for services rendered through November 2005 is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00003530

VOUCHER
Purchase Order Voucher

Page No. 1
Run 19.Dec.2005
Run Time 3:48:42 PM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
19.Dec.2005	1027514/1027515	14.Dec.2005	0000154904	THOMPSON,COBURN	ONL	LONGHEKR P		19.Dec.2005	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$2,414.90	\$0.00	P.O. BOX 18379M			ST. LOUIS	MO	63195		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000837	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
1	Legal assistance - UD/Central	\$2,414.90	918070001	\$2,414.90		Y	Y	Y	Y	RRA	0000000484	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150101	00000				2005			\$2,414.90			N

Account Name: Consulting Services

Department Name: Ramsey Co Reg Rail Auth-RCRRA

Payment Comments-Check Stub

Invoice No. 1027514, dated 12/14/05 - Union Depot - \$2,384.40
Invoice No. 1027515, dated 12/14/05 - Central Corridor - \$30.50
Services of Ed Gill Jr. for November 2005

Voucher Comments

I declare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

K. Helgeson

Date

12/20/05

2

Ramsey County Purchase Order

Regional Rail Authority

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

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

Purchase Order	Date	Revision	Page
RRA - 0000000484	10/10/2005		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code: USD		

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

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

Tax Exempt? N Tax Exempt ID:

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

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

Total PO Amount 50,000.00

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

Unauthorized

3

THOMPSON COBURN

*Thompson Coburn LLP
Attorneys at Law*

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

December 14, 2005

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

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

Dear Kathy:

Enclosed please find statements for services rendered through November 30, 2005.

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

Very truly yours,

Thompson Coburn LLP


By
Edward J. Gill, Jr.

EJG/ps

Enclosures

THOMPSON COBURN

Thompson Coburn LLP
Attorneys at Law

December 14, 2005
Invoice #1027514

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

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

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

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

EIN 43-0666662

For Legal Services Rendered in Connection With:

St. Paul Union Depot Project
C File: 451,734,46347

11/11/05	E. Gill Jr.	0.5	Attention to e-mails and to scheduling a meeting with FTA
11/15/05	E. Gill Jr.	0.1	Attention to e-mails
11/16/05	E. Gill Jr.	0.2	Attention to e-mails
11/18/05	E. Gill Jr.	6.0	Attend meetings

TOTAL HOURS 6.80

SUBTOTAL FOR SERVICES \$2,074.00

For Cash Outlays:

11/17/05	For airfare for E. Gill to Chicago, IL on October 11, 2005	310.40
----------	--	--------

SUBTOTAL FOR CASH OUTLAYS \$310.40

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
E. Gill Jr.	6.80	305.00	2,074.00
Total All Timekeepers	6.80	305.00	2,074.00

TOTAL DUE \$2,384.40

Invoice

Payment Due Upon Receipt

5

10/13/2005 04:20 FAX 7036892670

Alexis Travel U.S.A.

0002

ALEXIS TRAVEL
208 SOUTH KING STREET SUITE 101
LEESBURG, VIRGINIA 20175
703-669-2660 VIRGINIA ONLY 703-669-2670-FAX
703-689-2626 MD AND D.C. ONLY 800-200-8997

SALES PERSON: AH ITINERARY/INVOICE NO. 0046400 DATE: 28 SEP 05
CUSTOMER NBR: 002080 FWWPBD PAGE: 01

TO: THOMPSON COBURN
1909 K ST NW, SUITE 600
WASHINGTON DC 20006-1167

FOR: GILL/EDWARD

PAT, AIRFARE IS 280.40

11 OCT 05 - TUESDAY

AIR UNITED AIRLINES FLT:255 STANDARD
LV WASHINGTON DULLES 759A EQP: BOEING 757-200

AR CHICAGO OHARE 02HR 01MIN
ARRIVE: TERMINAL 1 900A NON-STOP
GILL/EDWARD SEAT-22A REF: SJB716

AIR UNITED AIRLINES FLT:366 ECONOMY
LV CHICAGO OHARE 345P EQP: BOEING 757-200
DEPART: TERMINAL 1 01HR 54MIN
AR WASHINGTON DULLES 639P NON-STOP

GILL/EDWARD SEAT-23A
REF: SJB716

D WASHINGTON
AGENCY PROCESSING FEE
MCO XD5053825430

BILLED TO [REDACTED] 30.00*

AIR TICKET UA1331385358 GILL EDWARD
ELEC TKT BILLED TO [REDACTED] 280.40*

SUB TOTAL 310.40
NET CC BILLING 310.40*

TOTAL AMOUNT DUE 0.00

7

THOMPSON COBURN

Thompson Coburn LLP
Attorneys at Law

December 14, 2005
Invoice #1027515

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

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

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

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

EIN 43-0666662

For Legal Services Rendered in Connection With:

Central Corridor
TC File: 45173 / 57254

11/28/05 E. Gill Jr. 0.1 Attention to message from S. Morris

TOTAL HOURS 0.10

SUBTOTAL FOR SERVICES \$30.50

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
E. Gill Jr.	0.10	305.00	30.50
Total All Timekeepers	0.10	305.00	30.50

TOTAL DUE \$30.50

Invoice

Payment Due Upon Receipt

6

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

H. Desprez
Authorized Signature

11/12/06
Date

Board Action Requested

Ratify Partial Payment No.17 in the amount of \$11,099.51 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for November 2005.

ACTION IS REQUESTED

Request Justification

- See attached information:
1. Proposed resolution
 2. Accounts Payable forms and Partial Payment No. 17
 3. Metropolitan Council Invoice No. NCV-4380 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

Board Date

Signature

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Metropolitan Council for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, Metropolitan Council has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through November 25, 2005; and

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

WHEREAS, Metropolitan Council Invoice No. NCV-4380, Partial Payment No. 17, in the amount of \$11,099.51 attachments thereto, provide the correct documentation of payments due Metropolitan Council through November 25, 2005; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$11,099.51 for services rendered through November 25, 2005, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00003531

VOUCHER
Purchase Order Voucher

Page No. 1
Run 20.Dec.2005
Run Time 10:44:47 AM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
20.Dec.2005	NCV-4380	16.Dec.2005	0000002054	METROPOLITAN COUNCIL	ONL	LONGHEKR P		20.Dec.2005	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$11,099.51	\$0.00	MEARS PARK CENTRE	230 E FIFTH ST		ST PAUL	MN	55101		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000837	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
1	Professional Service	\$11,099.51	918070001	\$11,099.51		Y Y Y N	RRA	0000000450	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150180	00000			2003	G205005			\$11,099.51			N

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

Payment Comments-Check Stub

Invoice No. NCV-4380, dated 12/16/05
Services of Steve Morris for 10/29/05-11/25/05 on the Central Corridor Phase 2 study

Voucher Comments

I declare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

Killedpiegelare

Date 12/20/05

2

Ramsey County Purchase Order

Regional Rail Authority

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

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

Purchase Order	Date	Revision	Page
RRA - 0000000450	05/24/2005		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code: USD		

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

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

Tax Exempt? Y Tax Exempt ID: 99999999999999

Line-Schd Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Professional Service	1.00	EA	173,000.00	173,000.00	05/24/2005
Schedule Total					173,000.00	

Mfg ID

Item Total 918070001 173,000.00

Central Corridor Phase 2 project consulting services of Steve Morris

Total PO Amount 173,000.00

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

Unauthorized

3

Metropolitan Council - Central Corridor Transit Study - Phase 2

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

Invoice #8	Invoice #9	Invoice #10	Invoice #11	Invoice #12	Invoice #13	Invoice #14	Invoice #15
1/1/05-2/28/05	2/19/05-3/18/05	3/19/05-4/29/05	4/30/05-5/27/05	5/28/05-6/24/05	6/25/05-7/22/05	7/23/05-8/19/05	8/20/05-9/30/05
\$17,912.02	\$12,542.45	\$21,774.28	\$16,162.02	\$14,287.01	\$11,099.52	\$13,724.52	\$17,211.78
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$17,912.02	\$12,542.45	\$21,774.28	\$16,162.02	\$14,287.01	\$11,099.52	\$13,724.52	\$17,211.78
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$17,912.02	\$12,542.45	\$21,774.28	\$16,162.02	\$14,287.01	\$11,099.52	\$13,724.52	\$17,211.78
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$164,264.55	\$176,807.00	\$198,581.28	\$214,743.30	\$229,030.31	\$240,129.83	\$253,854.35	\$271,066.13
\$203,735.45	\$191,193.00	\$169,418.72	\$153,256.70	\$138,969.69	\$127,870.17	\$114,145.65	\$96,933.87
\$131,411.64	\$141,445.60	\$158,865.02	\$171,794.64	\$183,224.25	\$192,103.86	\$203,083.48	\$216,852.90

Invoice #16 10/1/05-10/28/05	Invoice #17 10/29/05-11/25/05
\$11,099.52	\$11,099.52
\$0.00	\$0.00
\$0.00	\$0.00
\$11,099.52	\$11,099.52
\$0.00	\$0.00
\$11,099.52	\$11,099.52
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$282,165.65	\$293,265.17
\$85,834.35	\$171,309.83
\$225,732.52	\$234,612.14

6

INVOICE

Please Remit To:

Metro Transit
Accounts Receivable
560-6th Avenue North
Minneapolis, MN 55411-4398

Page: 1
Invoice No: NCV-4380
Invoice Date: 12/16/2005
Customer Number: RAMREG
Payment Terms: Due 30 dys
Due Date: 01/15/2006

Customer:

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

AMOUNT DUE: \$ 11,099.51

\$ _____
Amount Remitted

Please detach top portion of invoice and remit with payment. Please include invoice number on check.

For billing questions, please call (612) 349-7734

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1		LOCAL GOV'T A 10/29/05-11/25/05	Fringe Ben	7,399.67	EA	0.50	3,699.84
		NOVEMBER, 2005					
		Metropolitan Council	Contract #0P013 Amendment #1				
		Reimbursement due to Metro Transit for Stephen L. Morris' salary and fringe					
		benefits per attached detail					
2		LOCAL GOV'T A 10/29/05-11/25/05	Salary Exp	1.00	EA	7,399.67	7,399.67
SUBTOTAL:							11,099.51
TOTAL AMOUNT DUE :							\$ 11,099.51

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Desjardins
Authorized Signature

11/11/06
Date

Board Action Requested

Ratify Partial Payment No. 3 in the amount of \$20,166.97 to St. Paul Port Authority for negotiation of acquisition of the Post Office buildings in St. Paul for November 2005.

ACTION IS REQUESTED

Request Justification

Ramsey County Regional Railroad Authority has contracted the professional services of St. Paul Port Authority for the purpose of negotiation of acquisition of the Post Office buildings in St. Paul. Partial Payment in the amount of \$20,166.97 for the period of November 2005 will be issued upon approval by the Director of Ramsey County Regional Railroad Authority in accordance with contract provisions and Rail Authority Resolution No. R05-50. Payment documentation is being submitted for ratification in compliance with the latter.

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

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

11/17/06

Board Date

Angelique Taylor

Signature

11/11/06

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

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

WHEREAS, St. Paul Port Authority has satisfactorily completed the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued for November 2005; and

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

WHEREAS, St. Paul Port Authority Invoice No. 3, Partial Payment No. 3 in the amount of \$20,166.97 attachments thereto, provide the correct documentation of payments due St. Paul Port Authority for November 2005; Now, Therefore Be It

RESOLVED, Payment to St. Paul Port Authority in the amount of \$20,166.97 for services rendered in November 2005 is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00003535

VOUCHER
Purchase Order Voucher

Page No. 1
Run 22.Dec.2005
Run Time 2:52:50 PM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
22.Dec.2005	3	07.Dec.2005	0000108945	ST PAUL PORT AUTHORITY	ONL	LONGHEKR P		22.Dec.2005	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$20,166.97	\$0.00	1900 LANDMARK TOWERS	345 ST PETER STREET		ST PAUL	MN	55102		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000839	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
1	Professional Service	\$20,166.97	918070001	\$20,166.97		Y	Y	Y	N	RRA	0000000476	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421522	12501	150112	00000				2005			\$20,166.97			N
Account Name: Other Professional Services						Department Name: Union Depot Study								

Voucher Line Information

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

Distribution Line Information

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



Business Unit: RRA
Voucher ID: 00003535

VOUCHER
Purchase Order Voucher

Page No. 2
Run Date 22.Dec.2005
Run Time 2:52:50 PM

Report ID: RMAP19

Payment Comments-Check Stub

Invoice No. 3, dated 12/7/05
Services during November 2005 on the Union Depot project - Post Office acquisition

Voucher Comments

I declare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

K. Desperiere

Date

12/23/05

W

Ramsey County Purchase Order

Regional Rail Authority

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

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

Purchase Order	Date	Revision	Page
RRA - 0000000476	09/26/2005		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA		Currency Code: USD	

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

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

Tax Exempt? Y Tax Exempt ID: 99999999999999

Line-Schd Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Professional Service	1.00	EA	205,862.40	205,862.40	09/26/2005
Mfg ID					Schedule Total	205,862.40
Item Total 918070001						205,862.40
2 - 1	Professional Service	1.00	EA	1,637.60	1,637.60	09/26/2005
Mfg ID					Schedule Total	1,637.60
Item Total 918070001						1,637.60

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

Total PO Amount 207,500.00

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

Unauthorized

4

St. Paul Port Authority Union Depot Invoices

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

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



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

~ INVOICE ~



DATE: December 7, 2005

TO: Kathy DeSpiegelaere
Ramsey County

FROM: William M. Morin *WM*

SUBJECT: Post Office
(Contract # 12501 1501 1200000 421522)

Please find enclosed an invoice for the period ending, November 2005, indicating the County's 50% share. Attached on the following pages are the details.

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

Thank you.

WMM:ah

cc: Bruce Kessel

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



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

December 7, 2005

- INVOICE -

Post Office Acquisition

	<u>Budget</u>	<u>Current Billing</u>	<u>Project Total Billings</u>
Port Authority	\$ 90,000	\$ 2,750.00 ✓	\$ 10,376.00
Legal	\$ 100,000	300.00 ✓	1,200.00
Appraisals	\$ 25,000	26,500.00 ✓	26,500.00
Environmental Contractor	\$ 50,000	6,336.64 ✓	8,057.44
Architect/Engineers	\$ 75,000	--	--
Re-Use Consultant	\$ 15,000	4,400.00 ✓	10,500.00
Title	\$ 20,000	--	--
Surveyor	\$ 20,000	--	--
Miscellaneous	\$ 20,000	47.30 ✓	668.41
TOTAL	\$ 415,000	\$ 40,333.94	\$ 57,301.85
		X 50%	
Amount Due (by County)		\$ 20,166.97	

7

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Delacruz
Authorized Signature

1/11/06
Date

Board Action Requested

Ratify Partial Payment No. 1 in the amount of \$34,302.06 to LTK Engineering Services for consulting services on the Union Depot project through October 2005.

ACTION IS REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution ratifying payment
- 2) Accounts Payable forms and Partial Payment No. 1
- 3) LTK Invoice No. 3511-001 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

1/17/06

Board Date

Angeline Taylor

Signature

1/11/06

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for professional services of LTK Engineering Services for consulting services on the Union Depot project; and

WHEREAS, LTK Engineering Services has satisfactorily completed portions of the work identified in the referenced agreement, and provided detailed invoice documentation for services and costs accrued through October 2005; and

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

WHEREAS, LTK Engineering Services Invoice No. 3511-001, Partial Payment No. 1 in the amount of \$34,302.06 attachments thereto, provide the correct documentation of payments due Thompson Coburn through October 2005; Now, Therefore Be It

RESOLVED, Payment to LTK Engineering Services in the amount of \$34,302.06 for services rendered through October 2005 is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00003519

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 12.Dec.2005
Run Time 3:28:03 PM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
12.Dec.2005	3511-001	31.Oct.2005	0000101563	LTK ENGINEERING SERVICES, INC.	ONL	LONGHEKR	P	12.Dec.2005	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$34,302.06	\$0.00	100 W BUTLER AVE			AMBLER	PA	19002		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000829	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
1	Professional Service	\$34,302.06	918070001	\$34,302.06		Y Y Y N	RRA	0000000488	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421522	12501	150112	00000			2004				\$34,302.06			N
Account Name: Other Professional Services							Department Name: Union Depot Study							

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
2	Professional Service	\$0.00	918070001			Y Y Y N	RRA	0000000488	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421522	12501	150112	00000			2005				\$0.00			N
Account Name: Other Professional Services							Department Name: Union Depot Study							

2



Business Unit: RRA
Voucher ID: 00003519

VOUCHER
Purchase Order Voucher

Page No. 2
Run Date 12.Dec.2005
Run Time 3:28:03 PM

Report ID: RMAP19

Payment Comments-Check Stub

Invoice No. 3511-001(1), dated 10/31/05
Services on the Union Depot Concourse Preservation and Upgrade for 8/1/05-10/28/05

Voucher Comments

Total Includes 5% retainage

I declare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization K. Spiegelane Date 12/13/05

LTK Engineering Services - Union Depot Concourse Preservation and Upgrade Project

Period of service	Invoice #1			
	8/1/05-10/28/05			
LABOR	\$22,078.50			
DIRECT COSTS	\$14,028.93			
ADJUSTMENTS	\$0.00			
TOTAL INVOICE	\$36,107.43			
RETAINAGE (5%)	\$1,805.37			
NET PAY INVOICE	\$34,302.06			
Direct Costs:	\$14,028.93			
Subcontractors	\$12,271.73			
Consultants	\$0.00			
Direct Travel	\$1,306.92			
Telephone	\$0.00			
Reproduction	\$68.98			
Mailing	\$381.30			
Supplies	\$0.00			
Miscellaneous	\$0.00			
Amount spent on contract	\$34,302.06			
Balance of contract	\$110,817.94			

7

Ramsey County Purchase Order

Regional Rail Authority

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

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

Purchase Order	Date	Revision	Page
RRA - 0000000488	10/17/2005		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code: USD		

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

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

Tax Exempt? N Tax Exempt ID:

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Professional Service	1.00	EA	99,768.32	99,768.32	10/17/2005
						Schedule Total	99,768.32
						Item Total 918070001	99,768.32
2 - 1		Professional Service	1.00	EA	45,351.68	45,351.68	10/17/2005
						Schedule Total	45,351.68
						Item Total 918070001	45,351.68

Agreement to develop a work plan and budget for the first phase of Union Depot renovation - Resolution R05-53.

Total PO Amount **145,120.00**

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

Unauthorized

5



LTK Engineering Services

Member of The Klauder Group

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

November 21, 2005
LTK Project Number C3511

Ms. Kathryn DeSpiegelaere
Director
Ramsey County Regional Railroad Authority
50 West Kellogg Boulevard
Room 665
Saint Paul, MN 55102

**Re: Ramsey County Regional Railroad Authority
St. Paul Union Depot Concourse Preservation and Upgrade
(Agreement dated 09/06/05 - Amendment 1 dated 09/06/05)**

Dear Ms. DeSpiegelaere:

Enclosed is our invoice covering expenditures from August 27, 2005 to October 28, 2005. We are requesting an inter-task budget transfer of \$225 from Task 2 to Task 1. This transfer only moves budget from one task to another with no increase in total budget.

Please let me know if you have any further questions regarding this request.

Sincerely,

Ronald R. Winterbottom

Ronald R. Winterbottom
Project Administrator

c: C. Lawlor
D. Staplin
S. Knorr

6

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LTK ENGINEERING SERVICES

Date 10/31/05

Ramsey County
Union Depot Concourse

Task Numbers	Authorized Budget	Previously Incurred	Current Month	Cumulative Incurred	Remaining Budget
C3511.01	1,279.00		1,251.76	1,252.76	27.24
C3511.02	6,182.00		5,320.40	5,320.40	861.60
C3511.03	16,862.00		8,890.32	8,890.32	7,971.68
C3511.04	33,602.00		10,646.00	10,646.00	22,956.00
C3511.05	87,195.00		10,018.95	10,018.95	77,176.05
Totals	\$145,120.00	\$0.00	\$36,127.43	\$36,128.43	108,992.57

ORIGINAL

8



LTK Engineering Services

Member of The Klauder Group

Invoice

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

Bill To:

Ramsey County Regional Railroad Authority
50 West Kellogg Blvd.
Room 665
St. Paul, MN 55102

Project Description:

St. Paul Union Depot Concourse Preservation and Upgrade
(Agreement dated 09/06/05 - Amendment 1 dated 09/06/05).

LTK Project #: C3511		Invoice Date: 10/31/2005		
Invoice Number: 3511-001				
Labor Category	Employee	Hours	Rate	Amount to Bill
Project Analyst	John E. Hillis, Jr.	5.0	122.00	610.00
Senior Professional	Thomas G. Matoff	11.5	183.00	2,104.50
Senior Systems Consultant	David E. Staplin	103.0	188.00	19,364.00
				-
				-
Total Labor		119.5		22,078.50
Subcontractors				12,271.73
Consultants				
Direct Travel				1,326.92
Telephone				
Reproduction				68.98
Mailing				381.30
Supplies				
Miscellaneous				
Total Expenses				14,048.93
Fee on Subcontractors				
Fee on Expenses				
Total Fee				-
Invoice Total				36,127.43

ORIGINAL

9

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Delapiegelaere

Authorized Signature

11/11/06

Date

Board Action Requested

Ratify Partial Payment No. 22 in the amount of \$27,002.47 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for October 2005

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution
 - 2) Accounts Payable forms and Partial Payment No. 22
 - 3) DMJM+Harris, Inc. Invoice No. 6010882(22) and attachments

Budgeting and Accounting

Mark J. Snider

County Attorney

Will Mac Miller

Risk Management

Documentation certified complete for:

11/17/06

Board Date

Angeline Taylor

Signature

11/11/06

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

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

WHEREAS, DMJM+Harris, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through October 28, 2005; and

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

WHEREAS, DMJM+Harris, Inc. Invoice No. 6010882, Partial Payment No. 22, in the amount of \$27,002.47 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through October 28, 2005; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$27,002.47 for services rendered through October 28, 2005, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00003505

VOUCHER
Purchase Order Voucher

Page 1
Run Date: 28.Nov.2005
Run Time: 2:19:59 PM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
28.Nov.2005	6010882(22)	15.Nov.2005	0000155333	DMJM+HARRIS, INC.	ONL	LONGHEKR P		28.Nov.2005	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$27,002.47	\$0.00	1178 PAYSHERE CIRCLE			CHICAGO	IL	60674		
Handling	Group ID	Sales Tax	Pckp Ord Nbr							
RE	000826	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
1	Central Corridor Project consu	\$27,002.47		\$27,002.47		Y Y Y N	RRA	0000000384	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150180	00000			2003	G205005			\$27,002.47			N

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

Payment Comments-Check Stub

Invoice No. 6010882(22), dated 11/15/05
Services on the Central Corridor Phase 2 study for October 1, 2005 - October 28, 2005

Voucher Comments

I declare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

Dedra J. Laere

Date

12/15/05

Ramsey County Purchase Order

Regional Rail Authority

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

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

Purchase Order	Date	Revision	Page
RRA - 0000000384	04/06/2004		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code: usd		

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

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

Tax Exempt? Y Tax Exempt ID: 99999999999999

Line-Schd Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Central Corridor Project consulting	1.00	EA	1,899,900.00	1,899,900.00	04/06/2004
				Schedule Total	1,899,900.00	

Mfg ID

Item Total 1,899,900.00

Total PO Amount 1,899,900.00

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

Unauthorized

- 3

DMJM Harris - Central Corridor Transit Study - Phase 2

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

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

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

DMJM HARRIS | AECOM

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

In Account With:

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

Invoice Date: November 15, 2005
Invoice No.: 6010882(22)
Job No.: 46106124
Customer No.: 3001

Attn: Steven Morris

Re: Central Corridor Project

PROJECT BILLING SUMMARY

FOR SERVICES PERFORMED FROM OCTOBER 1, 2005 THROUGH OCTOBER 28, 2005

BY TASK

Task #	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
1	\$ 312,800.98	\$ 292,800.98	\$627.08	\$226,526.08	\$227,153.17	78%				
2	\$ 418,617.74	\$ 398,617.74	\$0.00	\$338,979.64	\$338,979.64	85%				
3	\$ 165,797.16	\$ 165,797.16	\$0.00	\$159,556.16	\$159,556.16	96%				
4	\$ 157,112.30	\$ 157,112.30	\$506.30	\$135,460.45	\$135,966.75	87%				
5	\$ 139,652.59	\$ 199,652.59	\$0.00	\$203,599.03	\$203,599.03	102%				
6	\$ 339,707.59	\$ 344,708.00	\$27,262.78	\$279,620.28	\$306,883.07	89%				
7	\$ 176,108.74	\$ 176,108.74	\$27.49	\$170,739.10	\$170,766.59	97%				
8		\$ 10,000.00	\$0.00	\$5,265.00	\$5,265.00	53%				
9		\$ 22,000.00	\$0.00	\$21,994.33	\$21,994.33	100%				
Project Total	\$ 1,709,797.10	\$ 1,766,797.51	\$28,423.65	\$1,541,740.08	\$1,570,163.73	88.9%				\$0.00

BY FIRM

Firm	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
DMJM+HARRIS	\$ 830,360.62	\$ 815,360.62	\$654.57	\$712,639.20	\$713,293.77	87.5%				
Enviroscience	\$ 143,506.48	\$ 143,506.48	\$0.00	\$123,206.51	\$123,206.51	85.9%				
Parsons	\$ 130,697.00	\$ 130,697.00	\$0.00	\$130,417.45	\$130,417.45	99.8%				
PB Consult		\$ 25,000.41	\$0.00	\$8,890.00	\$8,890.00	35.6%				
Zimmer Gunsul Frasca	\$ 157,112.00	\$ 214,112.00	\$506.30	\$184,174.67	\$184,680.96	86.3%				
Manuel Padron & Assoc.	\$ 108,413.00	\$ 115,413.00	\$0.00	\$111,681.96	\$111,681.96	96.8%				
Anton Lubov & Assoc.	\$ 35,320.00	\$ 35,320.00	\$0.00	\$18,409.26	\$18,409.26	52.1%				
AECOM Consult.	\$ 304,388.00	\$ 287,388.00	\$27,262.78	\$252,321.02	\$279,583.81	97.3%				
Project Total	\$ 1,709,797.10	\$ 1,766,797.51	\$28,423.65	\$1,541,740.08	\$1,570,163.74	91.8%				

PARTICIPATION BY DBE FIRMS

Firm	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
Manuel Padron	\$ 108,413.00	\$ 115,413.00	\$0.00	\$111,681.96	\$111,681.96	7.1%				
Enviroscience	\$ 143,506.48	\$ 143,506.48	\$0.00	\$123,206.51	\$123,206.51	7.8%				
Project Total	\$ 251,919.48	\$ 258,919.48	\$0.00	\$234,888.48	\$234,888.48	15.0%				

OK
JH

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

ORIGINAL

7

DBE Progress/Project Report

Project #:	46106124.0001	DBE Progress Report #:	19
Project Title:	Central Corridor Project	Type of Services:	Project Design Activities
Prime Contractor:	DMJM+HARRIS		
Contract #		Contract Award Date:	January 13, 2004
Original Contract Amount:	\$ 1,709,797.10		
Contract Change Orders:	\$ 32,000.00	Amount Billed to Date:	\$ 1,570,163.73
Total Contract Amount:	\$ 1,741,797.10	Percent Billed to Date:	90%
Contract Dollars Expended:	\$ 1,570,163.73	Payment Claim #:	22
Contract Dollars Remaining:	\$ 171,633.37		

Utilization Goal: 15%
Reporting Period: From August 27, 2005 through September 30, 2005

DBE Subcontractor	Original Contract Amount	Current Contract Amount	Amount Billed This Claim	Amount Billed To Date
Manuel Padron	\$108,413.18	\$115,413.00	\$0.00	\$111,681.96
Enviroscience	\$143,506.48	\$143,506.48	\$0.00	\$123,206.52
DBE Totals:		\$258,919.48	\$0.00	\$234,888.48
Contract DBE % of Total Current Contracted Amount:				15%
Billed DBE % of Total Contract Amount Billed:				15%

Explanation if DBE Goal Not Being Met or Other Comments:

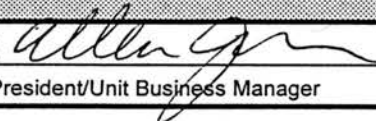
Affirmative Action Status/Labor Force Breakdown by Hours

SKILLED:

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

UNSKILLED:

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

Signature: 	Date: 11/15/05
Title: Vice President/Unit Business Manager	

INSTRUCTIONS:

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

*Copy sent to
Pat Calder 11/28/05
KAL*

8

Invoice Date: November 15, 2005
 Invoice No.: 6010882(22)

DMJM+HARRIS COSTS				
LABOR				
Task #	Person	Hours	Rate	Labor Cost
✓ 1	Ives, Lisa	4.0	\$60.10	\$240.40
Subtotal Labor				\$240.40
OVERHEAD				
		Labor	Rate	Total OH
		\$240.40	135.00%	\$324.54
Subtotal Labor + Overhead				\$564.94
FEE				
		Labor&OH	Rate	Total fee
		\$564.94	11%	\$62.14
ODCs				
Task #	Type	Amount		Total ODCs
✓ 7	Postage	\$27.49		\$27.49
Total ODCs				\$27.49
DMJM+HARRIS INVOICE TOTAL				
	Total earned			\$654.57
	Retainage @ 5%			\$32.73
Total Invoiced Amount				\$621.84
SUBCONSULTANT COSTS				
Task #	Firm	Cost		Total Sub Costs
✓ 4	Zimmer Gunsul Frasca	\$506.30		\$506.30
✓ 6	AECOM Consult.	\$27,262.78		\$27,262.78
SUBCONSULTANT TOTAL				
	Total earned			\$27,769.08
	Retainage @ 5%			\$1,388.45
Total Invoiced Amount				\$26,380.63
TOTAL NOW DUE				\$27,002.47

627.08

9

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

R. Delapuegelaere

Authorized Signature

11/16/06

Date

Board Action Requested

Ratify Partial Payment No. 9 in the amount of \$6,122.85 to Tunheim Partners for communication and community organizing services on the Union Depot project through November 2005.

ACTION IS REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution ratifying payment
- 2) Accounts Payable forms and Partial Payment No. 9
- 3) Tunheim Partners Invoice No. 03506 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

1/17/06

Board Date

Angelique Taylor

Signature

1/11/06

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

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

WHEREAS, Tunheim Partners has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through November 2005; and

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

WHEREAS, Tunheim Partners Invoice No. 03506, Partial Payment No. 9 in the amount of \$6,122.85 attachments thereto, provide the correct documentation of payments due Tunheim Partners through November 2005; Now, Therefore Be It

RESOLVED, Payment to Tunheim Partners in the amount of \$6,122.85 for services rendered through November 2005 is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00003511

VOUCHER
Purchase Order Voucher

Page No. 1
Run 12.Dec.2005
Run Time 9:55:21 AM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
12.Dec.2005	03506(9)	30.Nov.2005	0000161169	TUNHEIM PARTNERS	ONL	LONGHEKR P		12.Dec.2005	U	Due Now

Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip
A	\$6,122.85	\$0.00	1100 RIVERVIEW TOWER	8009 - 34TH AVENUE SOUTH		MINNEAPOLIS	MN	55425

Handling	Group ID	Sales Tax	Pckp Ord Nbr
RE	000829	\$0.00	

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
1	Professional Service	\$6,122.85	918070001	\$6,122.85		Y Y Y N	RRA	0000000439	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421522	12501	150112	00000				2004			\$6,122.85			N

Account Name: Other Professional Services Department Name: Union Depot Study

Payment Comments-Check Stub

Invoice No. 03506(9), dated 11/30/05
Services on the Union Depot project for November 2005

Voucher Comments

Total Includes -5% retainage

I declare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

K. Delpradere

Date 12/13/05

2

Tunheim Partners - Union Depot Project

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

W

Invoice #8 October-05	Invoice #9 November-05
\$6,762.50	\$2,317.50
\$22,570.63	\$4,127.60
\$0.00	\$0.00
\$29,333.13	\$6,445.10
\$1,466.66	\$322.26
\$27,866.47	\$6,122.85
\$22,570.63	\$4,127.60
\$22,494.78	\$4,127.60
\$0.00	\$0.00
\$61.30	\$0.00
\$14.55	\$0.00
\$61,132.46	\$67,255.31
\$28,867.54	\$22,744.69

4

Ramsey County Purchase Order

Regional Rail Authority

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

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

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

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

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

Tax Exempt? N Tax Exempt ID:

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

Mfg ID

Item Total 918070001 90,000.00

Union Depot communication and community organizing services

Total PO Amount 90,000.00

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

Unauthorized

5

Tunheim Partners

Public Relations ■ Corporate Consulting ■ Public Affairs

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

December 8, 2005

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

Dear Kathryn:

Enclosed is an invoice in the amount of \$6,445.10 for professional services and expenses through November 30, 2005. Approximately \$4,100 of the amount is for out-of-pocket expenses for HGA's work in developing promotional materials.

Please feel free to contact me with any questions

Sincerely,



Heather Peterson
Account Supervisor
Tunheim Partners

Invoice

Tunheim Partners

Public Relations ■ Corporate Consulting ■ Public Affairs

1100 Riverview Tower
8009 34th Avenue South
Minneapolis, MN 55425-1661
952 851 1600
952 851 1610 FAX
www.tunheimpartners.com

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

INVOICE NO: 03506

DATE: November 30, 2005

for Services provided November 1 - 30, 2005

JOB RCR1-0002

Out of pocket expenses

vendor

Hammel, Green and Abrahamson, Inc.

	<u>amount</u>
\$	4,127.60
	-
\$	4,127.60

JOB RCR1-0200

Account Management

Andrew, Mark	Senior Vice President	2.00	\$	250.00	\$	500.00
Peterson, Heather	Account Supervisor	0.00	\$	170.00	\$	-
subtotals		2.00			\$	500.00

JOB RCR1-0400

Team Meetings

Peterson, Heather	Account Supervisor	1.00	\$	170.00	\$	170.00
subtotals		1.00			\$	170.00

JOB RCR1-0700

Client Meetings

Andrew, Mark	Senior Vice President	3.25	\$	250.00	\$	812.50
Peterson, Heather	Account Supervisor	3.00	\$	170.00	\$	510.00
Clark, Eliza	Senior Account Executive	1.50	\$	130.00	\$	195.00
subtotals		7.75			\$	1,517.50

JOB RCR1-0800

Marketing Collateral

Andrew, Mark	Senior Vice President	0.00	\$	250.00	\$	-
Clark, Eliza	Senior Account Executive	1.00	\$	130.00	\$	130.00
Ellis, Amy	Account Representative	0.00	\$	60.00	\$	-
subtotals		1.00			\$	130.00

TOTAL AMOUNT DUE -- NET 15 DAYS

=====
\$ 6,445.10
=====

7.

Hammel, Green and Abrahamson, Inc.
701 Washington Avenue North
Minneapolis, Minnesota USA 55401-1180
Telephone 612.758.4000 Facsimile 612.758.4199



Architecture | Engineering | Planning

Leslie Kupchella
Tunheim Partners
1100 Riverview Tower
8009 - 34th Avenue South
Minneapolis, MN 55425

Remit to:
HGA
SDS 12-1861
PO Box 86
Minneapolis, Minnesota USA 55486-1861

Invoice

November 15, 2005
Project No: 2785-001-00
Invoice No: 97124

RCR1

Tunheim-St Paul Union Depot-Promotional Material 2005
Professional Services for the period ending October 28, 2005

Professional Personnel

	Hours	DPE
Architectural		
Syverson, Ronald	27.00	
Project Management		
Maust, John Douglas	4.00	
Totals	31.00	
Labor at DPE Multiplier	2.5 times	1,651.04 4,127.60

Total this Invoice \$4,127.60

Billings to Date

	Current	Prior	Total
Labor	4,127.60	0.00	4,127.60
Totals	4,127.60	0.00	4,127.60

Payment is due upon receipt of this invoice. We sincerely appreciate the opportunity to be of service.

Respectfully Submitted,

HAMMEL, GREEN AND ABRAHAMSON, INC.

John Douglas Maust

POSTED
BY 48 DATE 11/21/05

8

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

8

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Authorized Signature

Date

K. H. Spiegel

1/4/06

Board Action Requested

Central Corridor Update.

DISCUSSION ONLY

Request Justification

Steve Morris will present a Central Corridor update at January 17, 2006 meeting.

Budgeting and Accounting

County Attorney

Risk Management

Mark Johnson

Will Marshall

Documentation certified complete for:

1/17/06

Board Date

Angelina Taylor

Signature

1/11/06

Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

9

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

1/11/06
Date

Board Action Requested

Approve lease LNE027 and authorize Chair to execute lease LNE027 with Versa at Forest and Phalen Boulevard in St. Paul.

ACTION IS REQUESTED

Request Justification

See attached:

1. Proposed resolution;
2. Memorandum from K. DeSpiegelaere, dated January 10, 2006; and
3. Lease LNE027

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

1/17/06
Board Date

Angelique Taylor
Signature

1/11/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

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

WHEREAS, The Ramsey County Regional Railroad Authority has approved Easement 049 with the City of St. Paul for a permanent easement to use RCRRA right of way for the construction and permanent roadway, Phalen Boulevard, from Payne Avenue to Johnson Parkway in St. Paul, a length of 1.6 miles; and

WHEREAS, A condition of Easement 049 is that the City of St. Paul would make whole a 39-foot corridor for the Ramsey County Regional Railroad Authority for future transit; and

WHEREAS, The City of St. Paul has purchased a 8,850 square foot parcel of right of way from Versa west of Forest Street for the 39-foot corridor; and

WHEREAS, Versa has a need to continue utilizing the parcel of right of way for surface parking and has negotiated a lease with the Ramsey County Regional Railroad Authority for the continued use of this right of way; Now, Therefore Be It

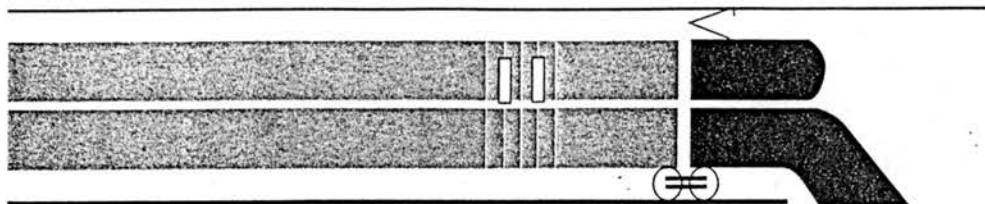
RESOLVED, The Ramsey County Regional Railroad Authority approves Lease 027 with Versa for use of right of way for surface parking just west of Forest Street in St. Paul, and authorizes the Chair to sign the Lease.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

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

MEMORANDUM

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

From: Kathryn DeSpiegelaere, Director

Subject: Approval of Lease 027 with Versa at Forest Street and Phalen Boulevard in St. Paul

Date: January 11, 2006

Background

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRA from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line. RCRRA has granted the City of St. Paul a permanent easement to use RCRRA right of way for the construction and permanent roadway, Phalen Boulevard, from Payne Avenue to Johnson Parkway in St. Paul, a length of 1.6 miles.

Right of Way Outside of Phalen Roadway

One condition of the easement between RCRRA and the City was that the RCRRA have at least a 39-foot wide section of right of way preserved for future transit use throughout the length of the easement. In order to preserve a 39-foot wide section of right of way for future transit use, the City has to acquire property in several locations along the northern edge and outside of the current RCRRA right of way.

Versa Property

One location the City must acquire property is near Forest Street (see attached **Exhibit A of the Lease**). This property has been acquired from Versa by the City. The City has conveyed this property to the RCRRA.

The property acquired by the City is the southerly edge of Versa's parking lot. Versa has requested permission to continue utilizing this space, and RCRRA staff sees no adverse action in this request.

Lease Specifics

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

- Rent is \$825 per year. This figure represents 10 percent of the fee value of the right of way as determined by an appraisal the City commissioned of this right of way.
- The term of the lease is five years with three additional five year options.
- There is a termination clause in the lease which enables either party to terminate the lease for any reason with twelve months advance notice in writing.

RECOMMENDATION:

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is made as of 11/1/06 (the "**Effective Date**"), by and between the Ramsey County Regional Railroad Authority, a political subdivision and local government unit of the State of Minnesota (the "**RCRRA**"), and Versa Machine Corporation, a Minnesota Corporation. RCRRA and Versa are referred to collectively in this Lease as the "**Parties**" and each individually, without differentiation, as a "**Party**."

WITNESSETH:

WHEREAS, the RCRRA is the fee owner of a parcel of property in the City of St. Paul, Minnesota, adjacent to property owned by VERSA at 827 Forest Street in the City of Saint Paul, and

WHEREAS, VERSA desires to lease a portion of the RCRRA property, as shown on the attached exhibit A (the Premises), for use as a surface parking lot, and,

WHEREAS, the RCRRA is willing to lease the Premises to VERSA for said surface parking lot purposes only, under the terms and conditions provided herein,

NOW, THEREFORE, it is agreed between the Parties as follows:

1. Premises. RCRRA, in consideration of the rents and covenants hereafter mentioned, does hereby lease to VERSA and VERSA does hereby take from RCRRA the Premises.
2. Use. The Premises shall be for the use of VERSA, its agents, subcontractors, officers, employees, and invitees for the temporary parking of motor vehicles, which may contain gasoline, in a striped parking lot and shall be limited to such specified use. RCRRA shall not unreasonably withhold, condition, or delay consent for such uses. VERSA will make no other alterations, additions, or improvements to the Premises or modify the use or purpose of the Premises without the prior written consent of RCRRA. VERSA shall keep the Premises free of any explosive, flammable, or combustible material which would increase the risk of fire, except such materials which are necessary for the operation of VERSA's or its tenants' business. VERSA shall not handle or permit invitees to store any potentially dangerous or toxic materials on the Premises and shall not permit the accumulation of junk, debris, or other hazardous materials.
3. Term. The term of this Agreement shall begin on the Effective Date and end on the date that is five (5) years following the Effective Date, unless earlier terminated pursuant to this Agreement (the "**Term**").

4. Renewal Options. VERSA shall have, and is hereby granted, three (3) options to renew the Term (each an "**Option**") for three additional periods of five (5) years (each an "**Option Term**"). Each Option Term shall follow consecutively upon the expiration of the Term (or immediately preceding Option Term, as the case may be) and shall be otherwise upon the same terms and conditions contained in this Agreement. Each Option shall be exercised by VERSA, if at all, by giving written notice to RCRRA not less than six (6) months prior to the date of expiration of the then-running Term or Option Term, as the case may be. Rent for such Option Term shall be negotiated between the parties at the time this Option is exercised. If the parties are unable to reach agreement as to the rent for such Option Term, this lease will be deemed to have terminated at the end of the then running Term.
5. Surrender. Upon the expiration of the Term or final Option Term, or the earlier termination of this Agreement, VERSA shall surrender the Premises to the RCRRA. VERSA shall insure that all vehicles are removed from the Premises and shall remove, at its sole cost and expense, all debris, trash, or personal property, abandoned or otherwise, on the Premises.
6. Termination. Notwithstanding any other provision of Agreement to the contrary, either of the Parties may terminate this Agreement for any reason, with or without cause, upon six (6) months advance notice in writing to the other Party. Said six-month period shall begin to run from the date such notice is deposited in the United States mail, if mailed, or on the date such notice is delivered to the parties identified in paragraph 22 hereof, if delivery is effectuated by means other than United States mail.
7. Rent. VERSA shall pay to RCRRA, as annual rent for the Premises during the Term, the sum of eight hundred twenty-five dollars (\$825.00) per year in lawful money (the "**Rent**"). The Rent shall be due and payable in advance and as follows:
 - a. For the period from the Effective Date through December 31, 2005, an amount equal to the Rent, reduced pro rata on a per diem basis, upon the signing of this Lease by the RCRRA.
 - b. For each subsequent calendar year (a "**Rental Year**"), the full Rent on or before January 1 of such Rental Year;
 - c. For each Rental Year during an Option Term (each an "**Option Year**"), the full Rent (as shall be reasonably determined and adjusted by the RCRRA in accordance with market conditions) on or before January 1 of such Option Year; and
 - d. If the Term shall expire or this Agreement otherwise terminate on a day other than the last day of a calendar year, then the Rent payable during that year shall be reduced pro rata on a per diem basis.
8. Utilities, services, and taxes. VERSA shall be responsible for all costs for water, sewer, electricity and any other utilities or services (including, but not limited to, waste or trash removal and snow plowing) used, consumed, or wasted in connection with the Premises during the Term. In addition, VERSA shall be responsible for all real estate taxes,

personal property taxes (or payments in lieu thereof), and special assessments arising from VERSA's use or improvement of the Premises pursuant to this Agreement.

9. Maintenance and repairs. VERSA accepts the Premises in the "AS IS" condition without any obligation on the part of RCRRA to make any changes, removals, repairs, or improvements thereto. At all times during Term, VERSA shall be responsible (at its sole cost and expense) to keep the Premises in a good, clean, and safe condition, and to use reasonable precaution to prevent waste, damage, or injury from occurring.
10. Indemnification. VERSA hereby agrees to defend and does hereby indemnify and hold harmless RCRRA, its commissioners, officers, agents, and employees from and against any and all claims, proceedings, actions or causes of action, lawsuits, judgments, losses, damages, whether direct, indirect, or otherwise, costs and expenses, including reasonable attorney's fees, arising from VERSA'S use of the Premises pursuant to this Lease.
11. Insurance. In order to protect itself, as well as RCRRA under the indemnification provisions of Section 10 above, VERSA agrees to purchase and maintain in force at all times during the Term the following minimum insurance coverage applicable to the Premises, affiliated activities, and/or this Lease, and to comply with all provisions noted:

A. General Liability Insurance

OPTION 1: Commercial General Liability Insurance

Minimum limits:

\$1,000,000	general aggregate
\$1,000,000	products/completed operations total limit

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

OPTION 2: Comprehensive General Liability Insurance

Minimum limits:

\$ 750,000	per occurrence
\$1,000,000	aggregate

The following coverages must be specifically insured and certified with no internal sublimits:

- a. Premises and Operations
- b. Independent Contractor's Contingent Liability'
- c. Products / Completed Operations
- d. Contractual Liability – either specifically naming this lease agreement or on a blanket basis
- e. "X, C, U" Hazard Liability (if applicable)

- f. Personal Injury Liability – including claims related to employment and coverages a through 3
- g. Broad Form Property Damage Liability, or deletion of the “Care, Custody, and Control” exclusion

Under both option 1 and 2, RCRRA, its officials and employees shall be added as additional insured with a cross liability / cross suits clause for the protection of RCRRA.

B. Automobile Liability Insurance

Minimum limit: \$750,000 Combined Single Limit
Coverage shall include: hired, nonowned and owned auto

C. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance shall be as required by law and shall include an all states or universal endorsement.

Employer's liability minimum limits:

- \$ 500,000 per accident
- \$ 500,000 per employee
- \$ 500,000 per disease policy limit

- D. All certificates of insurance shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Bests' rating for the insurer shall be noted on the certificate, and shall not be less than a B+. On the certificate, the agent shall certify whether or not he/she has errors and omissions coverage.
- E. All certificates of insurance shall provide that the insurance company shall give thirty (30) days' written notice to both VERSA and RCRRA of cancellation, non-renewal, or any material changes in the policy and certificates of insurance.
- F. Paragraphs 11.A through 11.E establish minimum insurance requirements, and it is the sole responsibility of VERSA to purchase and maintain additional insurance that may be necessary in connection with this lease agreement.
- G. Nothing in this Lease shall constitute a waiver by RCRRA of any statutory or common law immunities or liability limitations.
- H. Copies of all certificates of insurance shall be submitted to RCRRA upon written request.
- I. Notwithstanding anything to the contrary in this Lease, Tenant shall have the right at any time, at its option, to self-insure against the risks described herein pursuant to a self-insurance program administered by Tenant.

12. Environmental concerns. VERSA shall not create or permit any condition of the Premises that could present a threat to human health or to the environment, subject to VERSA's right to use the Premises for the purposes specified in Section 2. VERSA shall defend, indemnify and hold harmless RCRRRA and its affiliates from any suit or claim growing out of any damages alleged to have been caused by, contributed to, or aggravated by VERSA's, or those claiming by, through, or under VERSA in the use of the Premises or VERSA's violation of any laws, ordinances, regulations or requirements pertaining to solid or other wastes, chemicals, oil and gas, toxic, corrosive, or hazardous materials, air water and surface or groundwater or noise pollution, and VERSA's storage, handling, use, or disposal of any such material in violation of applicable law. Subject to the terms of the Agreement, VERSA shall bear the expense of all practices or work, preventative or remedial, which may be required because of any conditions of the Premises caused by VERSA or any use of the Premises by VERSA or those claiming by, through, or under VERSA, during the Term or during VERSA's use prior to the Effective Date. VERSA expressly agrees that the indemnification defense and hold harmless obligations of this section shall survive the term or other termination of this lease.

RCRRRA shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for environmental contamination and in the course thereof to conduct soil and groundwater testing. RCRRRA may enter the Premises during VERSA's regular business hours, with reasonable notice, and may enter the Premises during periods other than regular business hours either with the prior written consent of VERSA or without if RCRRRA reasonably believes that an emergency exists on the Premises. RCRRRA shall conduct any such inspections or testing so as to minimize interference with VERSA's business operations. RCRRRA's entry on the Premises pursuant to this paragraph shall not relieve VERSA's obligation to pay rent under this Lease.

13. Default. In the event of a breach or default of any term, condition, or covenant of this lease agreement by VERSA, VERSA shall be entitled to a thirty (30) day written notice specifying the nature of the default. In the event the default is not corrected within the said thirty (30) day period, or a cure commenced for the default requiring more than thirty (30) days to cure with VERSA diligently pursuing correction, RCRRRA may terminate this Lease immediately and re-enter the Premises and take possession thereof, and use any reasonable or necessary lawful force for regaining possession, whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of six (6) months' notice.
14. Remedies cumulative. All remedies hereinbefore and hereafter conferred on RCRRRA and VERSA shall be deemed cumulative and not one exclusive of the other, or of any other remedy conferred by law or in equity. The failure of either of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. Receipt by RCRRRA of rent due hereunder with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver by VERSA or RCRRRA of any of the provisions of this

Lease shall be deemed to have been made unless expressed in writing and signed by the party expressing such waiver.

15. Assignment and subletting. VERSA shall not transfer, assign, sublet, mortgage, pledge, subordinate, or otherwise convey its interest in this Lease, the Premises, or any part thereof to any other party without the prior written consent of RCRRA, its successors or assigns. The granting or withholding of such consent is solely within the discretion of RCRRA and may be subject to any additional conditions that RCRRA reasonably feels appropriate. Notwithstanding the foregoing, VERSA shall have the right, without obtaining RCRRA's consent, to transfer, sublet or assign its interest in this Lease, in whole or in part, to any Affiliate. For the purposes of this paragraph, "**Affiliate**" means any parent company, subsidiary, or company-wide unit of VERSA, any surviving corporation or business entity in a statutory merger, consolidation, or reorganization of VERSA, any corporation or other business entity which acquires all or substantially all or the stock or assets of VERSA or the assets of the division or unit of VERSA operating in the Premises, or any corporation or other business entity controlled by or controlling VERSA.
16. Condemnation. If all or any part of the Premises is subjected to taking under eminent domain laws, this lease agreement shall continue in effect with rent abated in proportion to the extent of the taking, unless the parties agree to terminate the Lease. VERSA agrees that it is not entitled to, and hereby disclaims, any award made for the part of the Premises actually taken, excepting, however, any award for severance damages to other VERSA property which is impacted by the taking and any award, or payment issued solely and expressly to compensate for the taking or relocation of personal property owned or constructed by VERSA.
17. Compliance with laws, ordinances, and rules. VERSA agrees to comply with all laws, ordinances, fire codes, and other regulations of federal, state, municipal, and local government agencies as they apply to its occupancy of the Premises and/or the business it transacts on the Premises. VERSA shall also comply with any reasonable rules adopted by RCRRA for the safety, care, and cleanliness of the Premises and for the preservation of good order therein. VERSA shall not permit the existence of any nuisance on the Premises.
18. Right of entry. RCRRA may enter the Premises at any time, following reasonable advance notice, to examine, inspect, or protect the Premises and to make alterations, renovations, or repairs.
19. Non-exclusivity. The rights herein granted are subject to the outstanding rights of others to use the Premises solely for locating and maintaining rail lines, poles, wires, pipelines, water lines, and sewers that exist or may be placed upon, across, above, or underneath the leased premises. RCRRA may place additional poles, wires, fiber optic cable, pipelines, water lines, sewers, or other improvements upon, across, above or underneath the Premises without payment of any sum to VERSA for any damage occasioned thereby, so long as such permitted additional placements shall be conducted in a manner as to not

unreasonably interfere with VERSA's operations or the operations of others there. RCRRA hereby agrees that no other individual or entity shall be entitled to occupy, lease or otherwise use any portion of the Premises except as expressly provided herein.

20. Relationship of the parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by a third-party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between RCRRA and VERSA, it being expressly understood and agreed that neither any provision contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between RCRRA and VERSA other than the relationship of landlord and tenant.
21. Amendments. Other than the Agreement, there are no understandings or agreements not incorporated into this Lease. All amendments, waivers, alterations, or modifications to this Lease shall be only upon mutual agreement of the parties hereto, evidenced in writing and signed by the parties, and incorporated into this Lease by reference.
22. Notices. Written notices required under this lease agreement shall be directed as follows:

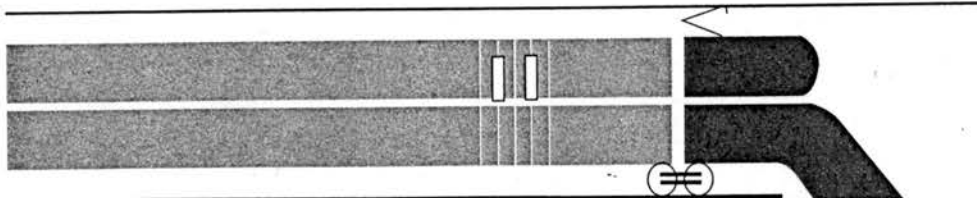
RCRRA: Ramsey County Regional Railroad Authority
 Ramsey County Government Center West, Suite 665
 50 West Kellogg Boulevard
 St. Paul, MN 55102
RE: LNE

VERSA: Versa Companies
 867 Forest Street
 Saint Paul, MN 55106-3892
23. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
24. Headings. The paragraph headings contained in this Lease are for convenience only and shall not be used in interpreting this Lease.
25. Parties bound. This Lease shall inure to and bind the successors and assigns of the parties hereto. The signatories below each affirm that they have the legal authority to execute this instrument on behalf of the named parties and bind said parties to the covenants and conditions herein.

11.-

EXHIBIT A
Depiction of Leased Premises

see attachment



Ramsey County Regional Railroad Authority

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

AGENDA

Regional Railroad Authority Meeting

January 24, 2006

**Immediately following
Housing and Redevelopment Authority (HRA) Meeting**

Third Floor Council Chambers Courthouse

1. * Approve minutes from January 17, 2006 meetings.

POLICY AGENDA

2. * 2007 Federal appropriations request.
 3. * Resolution supporting HF2513/SF2296 for state bonding funds of \$2 million for Robert Street Transitway Corridor, connecting Union Depot and Rosemount.
 4. Central Corridor Update—Steve Morris.
- * Action is requested

Meeting Minutes

RAMSEY COUNTY RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on January 17, 2006 in Council Chambers, Third Floor Courthouse.

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

OTHERS PRESENT: Kathy DeSpiegelaere, Julie Kleinschmidt, David MacMillan, Robert Clarkson, David Twa, Alicia Vap, Victoria LaBerge, Angie Taylor

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

ADMINISTRATIVE AGENDA

1. Approve minutes from December 20, 2005 and January 3, 2006 RCRRA meetings

A motion was made by Commissioner McDonough, seconded by Commissioner Bennett, to approve the minutes from the December 20, 2005 and the January 3, 2006 RCRRA meetings.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

2. Ratify Partial Payment No. 2 in the amount of \$2,414.90 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Transit project through November 2005

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to ratify Partial Payment No. 2 in the amount of \$2,414.90 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Transit project through November 2005.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6, Nays – 1
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority Has Contracted For Professional Services Of Thompson Coburn For Legal Services On The Union Depot Project And The Central Corridor Transit Project; And

WHEREAS, Thompson Coburn Has Satisfactorily Completed Portions Of The Work Identified In The Referenced Agreement, And Provided Detailed Invoice Documentation For Services And Costs Accrued Through November 2005; And

WHEREAS, Submittal Of Invoices And Payment Documentation To The Rail Authority For Ratification At The Next Scheduled Meeting Following Staff Approval Of Invoice Documentation Is Required; And

WHEREAS, Thompson Coburn Invoice Nos. 1027514 And 1027515, Partial Payment No. 2 In The Amount Of \$2,414.90 Attachments Thereto, Provide The Correct Documentation Of Payments Due Thompson Coburn Through November 2005; Now, Therefore Be It

RESOLVED, Payment To Thompson Coburn In The Amount Of \$2,414.90 For Services Rendered Through November 2005 Is Hereby Ratified.

3. Ratify Partial Payment No.17 in the amount of \$11,099.51 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for November 2005.

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to ratify Partial Payment No.17 in the amount of \$11,099.51 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for November 2005.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6, Nays – 1
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Metropolitan Council for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, Metropolitan Council has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through November 25, 2005; and

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

WHEREAS, Metropolitan Council Invoice No. NCV-4380, Partial Payment No. 17, in the amount of \$11,099.51 attachments thereto, provide the correct documentation of payments due Metropolitan Council through November 25, 2005; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$11,099.51 for services rendered through November 25, 2005, is hereby ratified.

4. Ratify Partial Payment No. 3 in the amount of \$20,166.97 to St. Paul Port Authority for negotiation of acquisition of the Post Office buildings in St. Paul for November 2005

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to ratify Partial Payment No. 3 in the amount of \$20,166.97 to St. Paul Port Authority for negotiation of acquisition of the Post Office buildings in St. Paul for November 2005.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6, Nays – 1
Motion accepted.

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

WHEREAS, St. Paul Port Authority has satisfactorily completed the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued for November 2005; and

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

WHEREAS, St. Paul Port Authority Invoice No. 3, Partial Payment No. 3 in the amount of \$20,166.97 attachments thereto, provide the correct documentation of payments due St. Paul Port Authority for November 2005; Now, Therefore Be It

RESOLVED, Payment to St. Paul Port Authority in the amount of \$20,166.97 for services rendered in November 2005 is hereby ratified.

5. Ratify Partial Payment No. 1 in the amount of \$34,302.06 to LTK Engineering Services for consulting services on the Union Depot project through October 2005

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to Ratify Partial Payment No. 1 in the amount of \$34,302.06 to LTK Engineering Services for consulting services on the Union Depot project through October 2005.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6, Nays – 1
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for professional services of LTK Engineering Services for consulting services on the Union Depot project; and

WHEREAS, LTK Engineering Services has satisfactorily completed portions of the work identified in the referenced agreement, and provided detailed invoice documentation for services and costs accrued through October 2005; and

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

WHEREAS, LTK Engineering Services Invoice No. 3511-001, Partial Payment No. 1 in the amount of \$34,302.06 attachments thereto, provide the correct documentation of payments due Thompson Coburn through October 2005; Now, Therefore Be It

RESOLVED, Payment to LTK Engineering Services in the amount of \$34,302.06 for services rendered through October 2005 is hereby ratified.

6. Ratify Partial Payment No. 22 in the amount of \$27,002.47 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for October 2005

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to ratify Partial Payment No. 22 in the amount of \$27,002.47 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for October 2005.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6, Nays – 1
Motion accepted.

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

WHEREAS, DMJM+Harris, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through October 28, 2005; and

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

WHEREAS, DMJM+Harris, Inc. Invoice No. 6010882, Partial Payment No. 22, in the amount of \$27,002.47 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through October 28, 2005; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$27,002.47 for services rendered through October 28, 2005, is hereby ratified.

7. Ratify Partial Payment No. 9 in the amount of \$6,122.85 to Tunheim Partners for communication and community organizing services on the Union Depot project through November 2005

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to ratify Partial Payment No. 9 in the amount of \$6,122.85 to Tunheim Partners for communication and community organizing services on the Union Depot project through November 2005.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 6, Nays – 1
Motion accepted.

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

WHEREAS, Tunheim Partners has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through November 2005; and

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

WHEREAS, Tunheim Partners Invoice No. 03506, Partial Payment No. 9 in the amount of \$6,122.85 attachments thereto, provide the correct documentation of payments due Tunheim Partners through November 2005; Now, Therefore Be It

RESOLVED, Payment to Tunheim Partners in the amount of \$6,122.85 for services rendered through November 2005 is hereby ratified.

POLICY AGENDA

8. Central Corridor Update—Kathy DeSpiegelaere

Kathy DeSpiegelaere noted that there would be a meeting of the Central Corridor Coordinating Committee on Thursday, January 19, 2006. Ms DeSpiegelaere also commented that they continue to work with the Federal Transit Administration (FTA) on the Cost Effectiveness Index and ridership forecast and that it looks promising that the FTA requirements will be met.

9. Approve lease LNE027 and authorize Chair to execute lease LNE027 with Versa at Forest and Phalen Boulevard in St. Paul

A motion was made by Commissioner McDonough, seconded by Commissioner Carter, to approve lease LNE027 and authorize Chair to execute lease LNE027 with Versa at Forest and Phalen Boulevard in St. Paul.

Alicia Vap provided a summary of the proposed lease with Versa. Ms Vap commented that the City of St. Paul is required to provide a thirty-nine (39) foot right of way for future transit. The City purchased the property from Versa and Versa requested to lease back a portion of the property. The lease calls for annual payments of Eight hundred twenty-five dollars (\$825) for a five-year term.

Commissioner Rettman complimented Ms Vap and Ms DeSpiegelaere for their thorough work on the presentation to the RCRRA.

Roll call vote was taken:

Ayes – 7, Nays – 0
Motion accepted.

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

WHEREAS, The Ramsey County Regional Railroad Authority has approved Easement 049 with the City of St. Paul for a permanent easement to use RCRRA right of way for the construction and permanent roadway, Phalen Boulevard, from Payne Avenue to Johnson Parkway in St. Paul, a length of 1.6 miles; and

WHEREAS, A condition of Easement 049 is that the City of St. Paul would make whole a 39-foot corridor for the Ramsey County Regional Railroad Authority for future transit; and

WHEREAS, The City of St. Paul has purchased a 8,850 square foot parcel of right of way from Versa west of Forest Street for the 39-foot corridor; and

WHEREAS, Versa has a need to continue utilizing the parcel of right of way for surface parking and has negotiated a lease with the Ramsey County Regional Railroad Authority for the continued use of this right of way; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Lease 027 with Versa for use of right of way for surface parking just west of Forest Street in St. Paul, and authorizes the Chair to sign the Lease.

In other business, Commissioner Ortega discussed the Robert Street/Highway 52 Corridor meeting that he attended with Kathy DeSpiegelaere. This new corridor is proposed to run from Rosemount to the Union Depot. Commissioner Ortega will be bringing forth a Resolution to support a study of the corridor, as it

was last studied in 1991. Commissioner Ortega commented that Representative Hanson was at the meeting, as was Senator Metzen.

Commissioner Ortega also noted that there is a transit bonding tour scheduled for Monday, January 23, 2006.

The meeting adjourned at 10:20 a.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. D. Spiegelauer
Authorized Signature

1/19/06
Date

Board Action Requested

2007 Federal Appropriations Request.

ACTION IS REQUESTED

Request Justification

See attached information: 1) Proposed resolution.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

January 24, 2006
Board Date

Angelique Taylor
Signature

1/19/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Minnesota Congressional delegation has recognized the importance of transit improvements to Minnesota and advocated successfully for funding for the improvements in previous years; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority requests federal 2007 appropriations for:

(1) Park/ride/street improvements: Construction of park/ride facilities, or street improvements, to encourage transit ridership in the City of St. Paul along the Central Corridor.

Amount of request: \$10 million

(2) Union Depot: Engineering, property acquisition, construction, to facilitate the implementation of the multi modal transit hub.

Amount of request: \$8 million

Support item: St. Louis County request for Depot renovation in Duluth

Amount of request: \$1.3 million

Support item: Environmental work on the Duluth/St. Paul transit corridor

Amount of request: \$1.3 million

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

3

REGIONAL RAILROAD AUTHORITY

K. Kelpieglaser

Authorized Signature

11/19/06

Date

Board Action Requested

Resolution supporting HF2513/SF2296 for state bonding funds of \$2 million for Robert Street Transitway Corridor, connecting Union Depot and Rosemount.

ACTION IS REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution;
- 2) Informational material regarding the Robert Street Corridor.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

January 24, 2006

Board Date

Angeline Taylor

Signature

11/19/06

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority supports alternative ways to meet its citizens' future transportation needs, including transitway improvements; and

WHEREAS, Legislation HP 2513/SF2296 has been introduced in the Minnesota Legislature to appropriate \$2 million to the Metropolitan Council for a feasibility study, an alternatives analysis, environmental documentation and preliminary engineering for a Transitway in a corridor on or parallel to Robert Street and U.S. Highway 52 from Saint Paul Union Depot to Dakota County Road 42 in Rosemount; and

WHEREAS, The corridor, including the cities of St. Paul, West St. Paul, Lilydale, South St. Paul, Mendota Heights, Sunfish Lake, Inver Grove Heights, Mendota, Rosemount, and Eagan, is growing significantly in population and employment; and

WHEREAS, Traffic congestion is forecast by the Minnesota Department of Transportation to be a significant daily occurrence for Highways 52, 149, 3, and 55, with no highway expansions planned before the year 2025; and

WHEREAS, An Ad Hoc Robert Street Corridor Group, consisting of municipal, county, and state officials, the business community, environmental and transit interests recommends support for legislation providing funding for studying transitway development;

NOW, THEREFORE, BE IT RESOLVED, That the Ramsey County Regional Railroad Authority recommends that the Legislature and Governor favorably consider the proposal for a feasibility study, and alternatives analysis, environmental documentation and preliminary engineering for a transitway in the corridor, generally described as on or parallel to Robert Street and U.S. Highway 52 from Union Depot multi modal transit hub to Dakota County Road 42 in Rosemount.

RESOLUTION

Board of Ramsey County Regional Railroad Authority

BE IT FURTHER RESOLVED, That copies of this resolution be transmitted to all Dakota County and Ramsey County Legislators and other legislators, as appropriate, and to Governor Tim Pawlenty.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

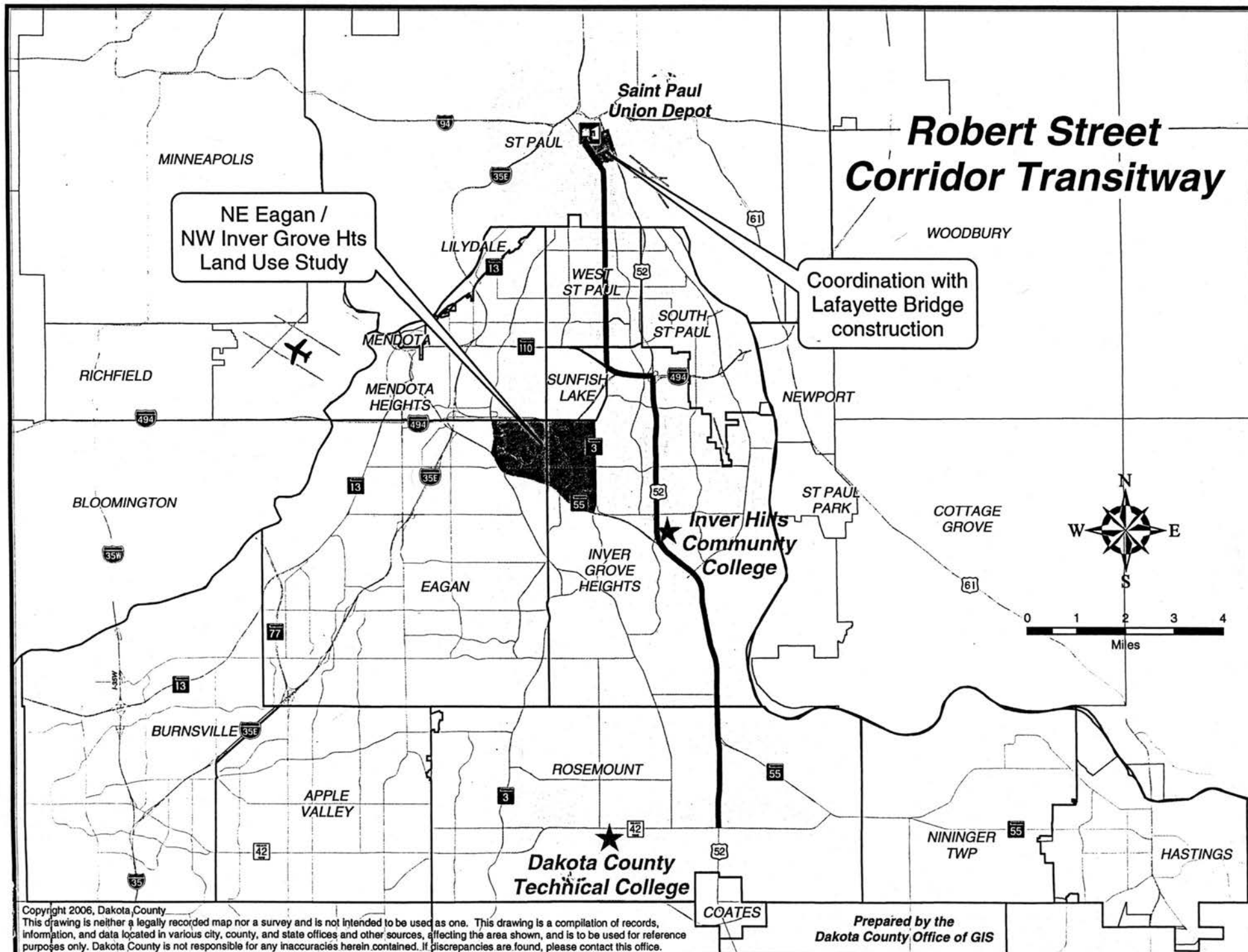
Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

Robert Street Corridor Transitway

NE Eagan /
NW Inver Grove Hts
Land Use Study

Coordination with
Lafayette Bridge
construction



Copyright 2006, Dakota County
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only. Dakota County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact this office.

***Prepared by the
Dakota County Office of GIS***

President of the Senate
JAMES METZEN
Senate District 39
322 State Capitol Building
75 Rev. Dr. Martin Luther King, Jr. Blvd.
St. Paul, MN 55155-1606

Phone: (651) 296-4370
And
312 Deerwood Court
South St. Paul, MN 55075
(651) 451-0174

December 28, 2005

Kathy Despieglere
Ramsey County Regional Railroad Authority
15 W. Kellogg Boulevard
St. Paul, Minnesota 55102

Dear Ms. Despieglere:

In the 2004 legislative session, we introduced bills SF 2296 and HF 2513 to allocate \$2 million to study the feasibility of a transit corridor from St. Paul Union Depot to points south through Dakota County, originally envisioned to follow Robert Street to I-494, then easterly to TH 52 south at least to Inver Hills Community College.

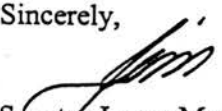
Please see the attached brochure that includes a map that clearly depicts the lack of any significant transit planning or infrastructure development to this rapidly growing and redeveloping area. Also enclosed is a map that identifies the travel shed that we believe has had inadequate planning for transit services.

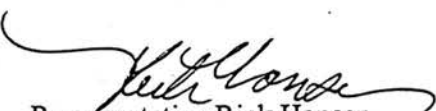
The Robert Street Corridor is projected to have a 33 percent growth in population and a 42 percent increase in employment by the year 2030. The Department of Transportation forecasts that congestion will grow during the same time frame in the corridor to the extent that it will be a significant daily occurrence on TH 52, TH 149, TH 3, and TH 55, with no highway expansions planned.

Recent local experience in transitway development (i.e. Hiawatha, and Northstar) reflect the fact that project development, multiple agency approvals and funding identification can take decades not just years. We firmly believe it is crucial to begin planning for transit in this area now or face congestion and lost economic opportunities in the future.

We invite you to join us on Wednesday, January 4th at 8:00a.m. at the Dakota County Northern Service Center, 1 Mendota Road W., West St. Paul, conference room 110 to discuss our proposed legislation and to share ideas we have on designing a community-based study model. We need your input and support if we are to be successful. Please RSVP to Jeanne Hoffmann at Dakota County, 952-891-7005 by January 3, 2006.

Sincerely,


Senator James Metzen
District 39


Representative Rick Hansen
District 39A

President of the Senate – Committees: Commerce and Utilities Committee – State Government Budget
Division – Capital Investment – Rules and Administration Committee – **Boards/Commissions:**
Legislative Coordinating Commission – LCC Salary & Budget Review Subcommittee –
Legislative Audit Commission

BACKGROUND

Increasing energy costs, the success of light rail transit in Minneapolis, the passage of funding for a Northstar commuter rail line and changes to make the Saint Paul Union Depot a transit hub are showing the opportunity for significant changes to the Twin Cities transportation system. Now is the time to explore additional transportation options and light rail expansion to Dakota County.



For more information on this legislation, or to receive updates on this legislation, please contact its chief authors:



Representative Rick Hansen

221 State Office Building
Saint Paul, MN 55155
(651) 296-6828

Sign up for e-mail updates at:
rep.rick.hansen@house.mn



Senator James Metzen

322 Capitol
Saint Paul, MN 55155
(651) 296-4370

ser j.metzen@senate.mn

Robert Street Corridor Transit Way Proposal



An informational
issue brief by

Rep. Rick Hansen
and
Sen. James Metzen

BILL SUMMARY

Rep. Rick Hansen (39A) and Sen. Jim Metzen (39) introduced this proposal would appropriate \$2 million to the Metropolitan Council for environmental studies, predesign and design for bus and/or light rail transit lanes and transit station on the Robert Street Corridor Transit Way (outlined in image below). The results of this transit study will allow transportation planners to explore the best options for long-term transit success. The information gathered from this study will not only guide planners, but also engage the surrounding communities and seek their input on transit options.

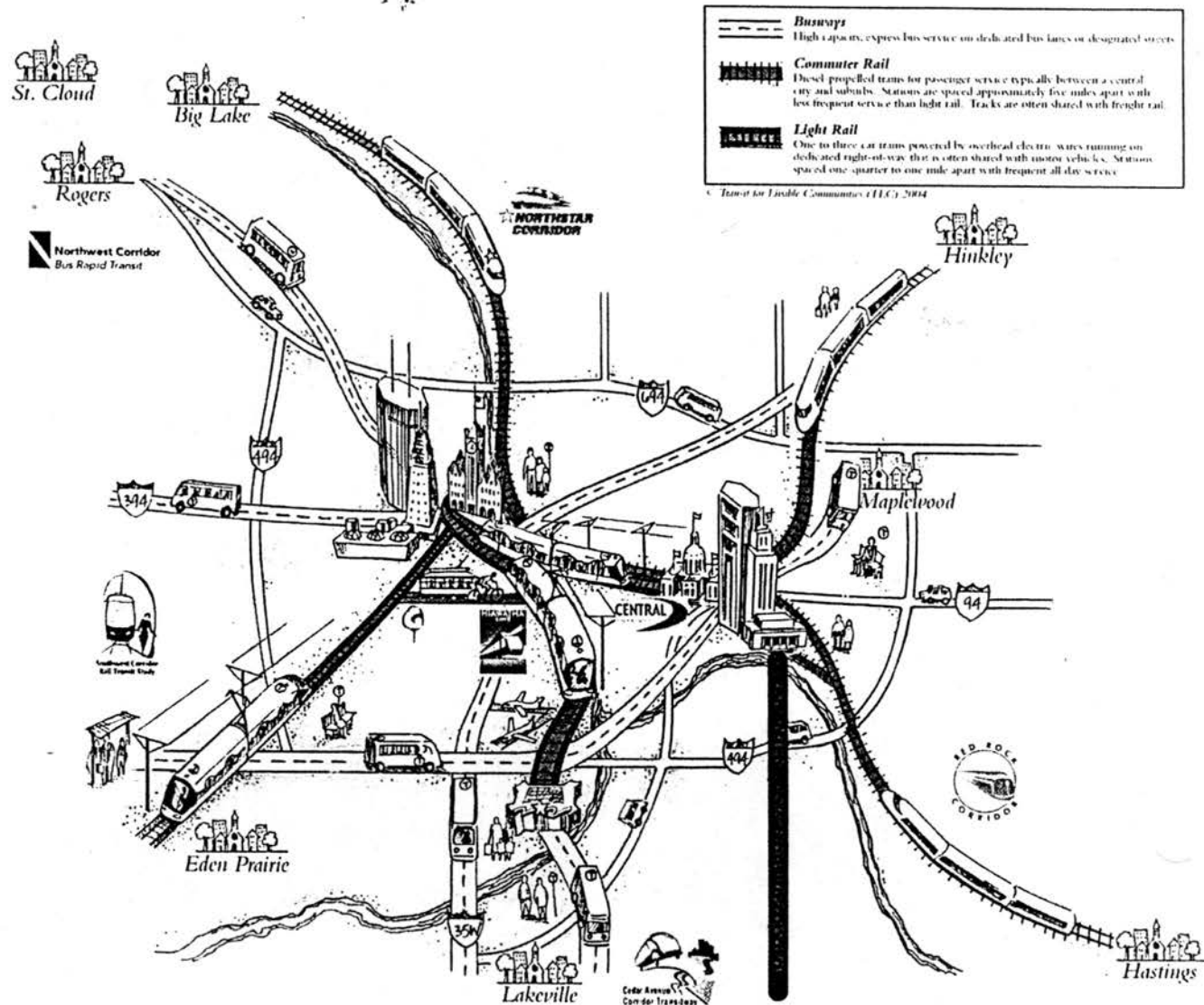
PROCESS

This legislation simply proposes funding for a study, not actual transit line construction. This Robert Street Transit study already has the support of suburban, urban and greater Minnesota legislators in both parties. Authors of this proposal have met with business leaders, citizens and transportation advocates in formulating the details of this legislation.

This legislation was introduced during the 2005 regular session as HF 2513 (SF 2296). The 2006 regular session will be focused on bonding requests. It will convene in March 2006 – the earliest that this legislation could be considered.

Once introduced, the bill will need to pass committees and a full floor vote in both the House and the Senate. The 2006 session will be a short session, flooded with bills, so getting this legislation through committee may prove difficult. Should the legislation be successful, however, the two-year study could begin as early as the start of the 2006 fiscal year. (If the legislation is not successful, it will be reintroduced for the 2007 regular session.)

Twin Cities Transitways



SEN. METZEN AND REP. HANSEN TRANSIT PROPOSAL

- Lightrail/Busway/PRT line running from the St. Paul Transit Station down Robert St. then connecting to Hwy 52 in IGH
- Future addition of a high speed commuter corridor to Rochester

Robert Street Corridor Transitway

Introduction

The Twin Cities Metropolitan Area is exploring a number of transit improvements to address regional growth and ever increasing demands on existing transportation systems. The success of the Hiawatha light rail line, progress with the Northstar commuter rail line and the development of the Cedar Avenue bus rapid transitway are increasing the awareness of the motoring public that options can be created for their daily commute to work and other activities. The interest in exploring transportation alternatives in the travel shed south of downtown St. Paul in Dakota County, identified as the Robert Street Corridor, reflects this increased awareness by elected officials and their constituents. The current pace of growth and redevelopment in the corridor warrants the consideration of developing appropriate transit-related alternatives to the automobile.

Background

The Robert Street Corridor has long been considered for a transitway in the metropolitan area. In February 1990, the Regional Transit Board adopted a Light Rail Transit Development and Financial Plan for the Metropolitan Area. The plan included a light rail transit line from downtown St. Paul to Trunk Highway 55 in Inver Grove Heights in Dakota County. It covered a distance of 8.8 miles and was called the Ramsey-South Corridor, the Robert Street South Corridor, and the East Corridor. It ranked sufficiently high to be included in Phase I of the Regional Transit Board Plan.

Immediately following the Regional Transit Board plan adoption, the Dakota County Regional Railroad Authority prepared a Maximum Regional 20-Year Dakota County Comprehensive Light Rail Transit Plan in 1991. A major element of the plan was a proposed LRT line from St. Paul Union Station south through St. Paul and on to Dakota County to Trunk Highway 55. Daily weekday ridership was projected to be 19,000 in 2010.

Robert Street Corridor Today

The Robert Street Corridor Transitway study being considered at this time covers a primary travel shed extending from the St. Paul Union Station approximately 14 miles south to Dakota County Road 42 in Rosemount. It includes the cities of St. Paul (south of the Mississippi River), West St. Paul, Lilydale, South St. Paul, Sunfish Lake, Inver Grove Heights, and portions of Mendota Heights, Rosemount and Eagan.

Other north-south transitways being studied or developed in this part of the Metropolitan Area are Red Rock Transitway from downtown St. Paul east of the Mississippi River in Washington County and the Cedar Avenue Transitway to the west in Dakota and Hennepin Counties connecting with the Hiawatha LRT to downtown Minneapolis. At a line drawn along Wescott Road in Dakota County, these two transitways are approximately 13 miles apart. The Robert Street Corridor Transitway would fill the north-south transitway void in this part of the Metropolitan Area serving downtown St. Paul.

The Robert Street Corridor is located in a growing area. The population of the transitway corridor at the time of the 2000 Federal Census was 109,700 or slightly less than one-half that of Dakota County. The Metropolitan Council's forecast for future population in the area is approximately 145,570, a robust 33 percent growth by 2030.

Land use intensity varies in the corridor. The northern part of the corridor includes densely developed urban areas such as St. Paul, West St. Paul and South St. Paul, while the southern part of the corridor includes developing communities such as Rosemount and Inver Grove Heights. The mature urban communities are redeveloping significant areas in the corridor with more intensive uses, especially along Robert Street.

Employment is increasing at an even faster rate. Employment in the Dakota County part of the Corridor in 2000 was 41,598 persons. The Metropolitan Council projects employment in 2030 to have grown to 59,000, an increase of 42 percent. This significant employment base could provide opportunities for new transit users and expanded reverse commuting.

Current Transportation in the Corridor

In total, the current average weekday corridor traffic flow at the Mississippi River is 129,000 ADT. Four highways, the most significant of which is Trunk Highway 52, presently serve the corridor. The Lafayette Freeway is a principal arterial and at the city limit between St. Paul in Ramsey County and West St Paul in Dakota County the average daily traffic (ADT) is 65,000. That number increases to 81,000 at the Mississippi River Bridge entering downtown St. Paul.

Robert Street, Trunk Highway 3, is a minor arterial and is the next most significant roadway in the corridor. It has an ADT of 16,200 at the city/county limit line. At the Mississippi River Bridge crossing the count is up to 19,000.

Smith Avenue, Trunk Highway 149, is a minor arterial and has an ADT of 11,500 at the city/county limit line and a count of 18,000 at the Mississippi River Bridge.

Concord/Wabasha Street, Trunk Highway 156 is also a minor arterial though it carries less traffic and has more of the characteristics of a local arterial street. Its ADT at the city/county limit is 11,000. It crosses the Mississippi River on the Wabasha Bridge.

Congestion on these roadways in the corridor will have grown substantially by the year 2030. The Minnesota Department of Transportation forecasts that congestion will grow and increase in the corridor to the extent that it will be a significant daily occurrence on Trunk Highway 52, Trunk Highway 149, Trunk Highway 3, and Trunk Highway 55. No highway expansions are planned.

Persons riding in these vehicles have the opportunity to become future transit users in the corridor, and are an important target for future transit marketing.

Existing Transit Service

Metro Transit is the principal provider of current transit services in the corridor. The service area includes Mendota Heights, Inver Grove Heights, West St. Paul, and South

St. Paul. The primary type of service is local radial service, with five different regular routes serving the area. Current Metro Transit average daily ridership on bus routes serving the corridor is approximately 3,950. The Robert Street Transitway would most likely intersect with these routes and provide opportunities for transfers to the faster and straight-line haul north to downtown St. Paul, or south to employment centers in Dakota County.

Feasibility Study

A feasibility study will establish whether or not a transitway of any mode makes sense for the corridor. It will also provide an indication of aggregate costs and an analysis of ridership for each of the systems. The Metropolitan Council has identified Robert Street as a limited stop transit arterial by the year 2020 in the Council's Transportation Plan. The feasibility study will go further and evaluate the practicality of expanding the broader corridor to a transitway by the year 2030.

The goals of the feasibility study are to:

- Improve transit service and maximize ridership by reducing travel time, and providing a high quality service.
- Improve cost-effectiveness of transit with an appropriate type of service operating in the corridor.
- Improve access to transit service for transit dependent persons and create access to jobs through reverse commute opportunities.
- Lessen the demand for expansion of the road system by providing a sensible, coordinated public transit option.

Summary and Recommendation

In summary, the transitway concept was studied and found to be feasible in the corridor in the past. The Robert Street Corridor is a growing populated area projected to increase 33 percent in population and 42 percent in employment by the year 2030. Highway usage will increase causing significant congestion on Trunk Highway 52, Trunk Highway 149, Trunk Highway 3, and Trunk Highway 55.

Regular transit service is currently provided in the more densely developed parts of the corridor that can be modified to work effectively with a transitway system. A feasibility study is being proposed to study the feasibility of a transitway for LRT, BRT, or some other mode in the corridor.

The Counties of Ramsey and Dakota strongly supports studying the feasibility of a transitway in the Robert Street Corridor from the Union Station in St. Paul to County Road 42 in Rosemount.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Helwig
Authorized Signature

1/19/06
Date

Board Action Requested

Central Corridor Update.

DISCUSSION ONLY

Request Justification

Steve Morris will present a Central Corridor update at January 24, 2006 meeting.

Budgeting and Accounting

County Attorney

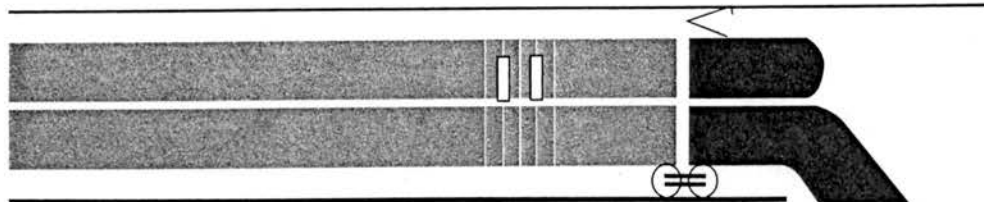
Risk Management

Documentation certified complete for:

January 24, 2006
Board Date

Angelye Taylor
Signature

1/19/06
Date



Ramsey County Regional Railroad Authority

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

AGENDA

Regional Railroad Authority Meeting

February 14, 2006

**Immediately following
County Board Meeting**

Third Floor Council Chambers Courthouse

1. * Approve minutes from January 24, 2006 meetings.

ADMINISTRATIVE AGENDA

2. * Ratify Partial Payment No. 23 in the amount of \$17,483.06 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for November 2005
3. * Ratify Partial Payment No.18 in the amount of \$12,124.71 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for December 2005.
4. * Ratify Partial Payment No. 3 in the amount of \$213.50 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Transit project through December 2005.
5. * Ratify Partial Payment No. 10 in the amount of \$2,158.59 to Tunheim Partners for communication and community organizing services on the Union Depot project through December 2005.

POLICY AGENDA

6. * Approve contract with McGrann, Shea, Anderson, Carnival, Straughn & Lamb, Chartered for an amount not to exceed Thirty-Two Thousand One Hundred Forty-Five Dollars and Twenty-Seven Cents (\$32,145.27) for intergovernmental relations services for a period from February 14, 2006 to February 14, 2007; and authorize the Chair of RCRRA to execute the agreement.

7. * Authorize staff to issue a request for lease proposal for office space for Ramsey County Regional Railroad Authority.
 8. * Authorize Director to send a letter to terminate Lease LNE019 with 3M for Railroad Spur Track that has been removed.
- * Action is requested

Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on January 24, 2006 in Council Chambers, Third Floor Courthouse.

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

MEMBERS ABSENT: Commissioner Bennett

OTHERS PRESENT: Kathy DeSpiegelaere, Julie Kleinschmidt, David MacMillan, Robert Clarkson, David Twa, Steve Morris, Angie Taylor, Jo Haberman, Sam Buffington, Daniel Kravetz, John Maczko, Allen Lovejoy

Chair Ortega called the RCRRA meeting to order at 10:40 a.m.

ADMINISTRATIVE AGENDA

1. Approve minutes from January 17, 2006 RCRRA meeting

A motion was made by Commissioner Rettman, seconded by Commissioner McDonough, to approve the minutes from the January 17, 2006 RCRRA meeting.

Roll call vote was taken:

Ayes – 6, Nays – 0
Motion accepted.

POLICY AGENDA

2. Ratify 2007 Federal appropriations request

A motion was made by Commissioner Parker, seconded by Commissioner McDonough, to ratify the 2007 Federal appropriations request.

Commissioner Rettman requested clarification for the amount of the match required for the requests and encouraged that the language in the first line request be changed to "transit ridership in St. Paul and the suburbs". Commissioner Reinhardt suggested that the language "in the City of St. Paul" be deleted, as the goal is to encourage ridership along the Central Corridor.

Roll call vote was taken:

Ayes – 6, Nays – 0
Motion accepted.

WHEREAS, The Minnesota Congressional delegation has recognized the importance of transit improvements to Minnesota and advocated successfully for funding for the improvements in previous years; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority requests federal 2007 appropriations for:

(1) Park/ride/street improvements: Construction of park/ride facilities, or street improvements, to encourage transit ridership along the Central Corridor.

Amount of request: \$10 million

(2) Union Depot: Engineering, property acquisition, construction, to facilitate the implementation of the multi modal transit hub.

Amount of request: \$8 million

Support item: St. Louis County request for Depot renovation in Duluth

Amount of request: \$1.3 million

Support item: Environmental work on the Duluth/St. Paul transit corridor

Amount of request: \$1.3 million

3. Approve Resolution supporting HF2513/SF2296 for state bonding funds of \$2 million for Robert Street Transitway Corridor, connecting Union Depot and Rosemount

A motion was made by Commissioner Reinhardt, seconded by Commissioner Parker, to approve the Resolution supporting HF2513/SF2296 for state bonding funds of \$2 million for Robert Street Transitway Corridor, connecting Union Depot and Rosemount.

Commissioner McDonough requested clarification of the resolution and whether RCRRA is supporting the actual dollar amount or supporting funding for a feasibility study. Commissioner Ortega stated that the resolution requests funding for the initial steps in the process, to include the feasibility study through the Environmental Impact Statement.

Commissioner McDonough commented that the regional corridor map was developed many years ago and it is important to review and revise the map, as needed. Commissioner Parker noted that when the original corridors were developed, they worked off existing rail lines but that that is not necessarily the case today.

Commissioner Rettman asked if this proposal would require the RCRRA to provide a monetary match. Commissioner Rettman also requested the details of the matching required for this resolution and the 2007 Federal Appropriations request. Commissioner Ortega noted that the Robert Street Transit Corridor request is being made to the state. Commissioner Ortega added that Kathy DeSpiegelaere would provide the matching information to the Board of Commissioners.

Roll call vote was taken:

Ayes – 6, Nays – 0

Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority supports alternative ways to meet its citizens' future transportation needs, including transitway improvements; and

WHEREAS, Legislation HP 2513/SF2296 has been introduced in the Minnesota Legislature to appropriate \$2 million to the Metropolitan Council for a feasibility study, an alternatives analysis,

environmental documentation and preliminary engineering for a Transitway in a corridor on or parallel to Robert Street and U.S. Highway 52 from Saint Paul Union Depot to Dakota County Road 42 in Rosemount; and

WHEREAS, The corridor, including the cities of St. Paul, West St. Paul, Lilydale, South St. Paul, Mendota Heights, Sunfish Lake, Inver Grove Heights, Mendota, Rosemount, and Eagan, is growing significantly in population and employment; and

WHEREAS, Traffic congestion is forecast by the Minnesota Department of Transportation to be a significant daily occurrence for Highways 52, 149, 3, and 55, with no highway expansions planned before the year 2025; and

WHEREAS, An Ad Hoc Robert Street Corridor Group, consisting of municipal, county, and state officials, the business community, environmental and transit interests recommends support for legislation providing funding for studying transitway development;

NOW, THEREFORE, BE IT RESOLVED, That the Ramsey County Regional Railroad Authority recommends that the Legislature and Governor favorably consider the proposal for a feasibility study, and alternatives analysis, environmental documentation and preliminary engineering for a transitway in the corridor, generally described as on or parallel to Robert Street and U.S. Highway 52 from Union Depot multi modal transit hub to Dakota County Road 42 in Rosemount.

BE IT FURTHER RESOLVED, That copies of this resolution be transmitted to all Dakota County and Ramsey County Legislators and other legislators, as appropriate, and to Governor Tim Pawlenty.

4. Central Corridor Update—Kathryn DeSpiegelaere/Steve Morris

Kathy DeSpiegelaere stated that she and Steve Morris had attended meetings on Central Corridor at Hamline University and Christ Lutheran Church.

Steve Morris commented that it appears they have a ridership estimate number now, in approximately the 43,000 per day range for 2030. To put that number into perspective, the Hiawatha ridership was about 25,000 in its first year. Mr. Morris noted that the Cost Effectiveness Index (CEI) estimate currently appears to be \$25 per hour of travel time saved, which is below the Federal Transit Administration's (FTA) threshold of \$28 per hour of travel time saved for entry into preliminary engineering.

Mr. Morris stated that the FTA will be issuing new guidelines by April 30, 2006 and that over the course of the next year, more formal rule making will take place.

The meeting adjourned at 11: 05 a.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. D. Spiegel
Authorized Signature

2/6/06
Date

Board Action Requested

Ratify Partial Payment No. 23 in the amount of \$17,483.06 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for November 2005

ACTION IS REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution
- 2) Accounts Payable forms and Partial Payment No. 23
- 3) DMJM+Harris, Inc. Invoice No. 6011662(23) and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

February 14, 2006
Board Date

Angeline Taylor
Signature

2/6/06
Date

BUDGET & ACCTG

06 FEB -8 AM 10:44

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

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

WHEREAS, DMJM+Harris, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through November 25, 2005; and

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

WHEREAS, DMJM+Harris, Inc. Invoice No. 6011662, Partial Payment No. 23, in the amount of \$17,483.06 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through November 25, 2005; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$17,483.06 for services rendered through November 25, 2005, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00003572

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 23.Jan.2006
Run Time 12:43:15 PM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
23.Jan.2006	6011662(23)	08.Dec.2005	0000155333	DMJM+HARRIS, INC.	ONL	LONGHEKR P		31.Dec.2005	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$17,483.06	\$0.00	1178 PAYSHERE CIRCLE			CHICAGO	IL	60674		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000853	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
1	Central Corridor Project consu	\$17,483.06		\$17,483.06		Y	Y	Y	N	RRA	0000000384	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150180	00000			2003	G205005			\$17,483.06			N
Account Name: Consulting Services						Department Name: RCRRA-Proj/Grant								

Voucher Line Information

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

Distribution Line Information

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

2



Business Unit: RRA
Voucher ID: 00003572

VOUCHER
Purchase Order Voucher

Page No. 2
Run Date 23.Jan.2006
Run Time 12:43:15 PM

Report ID: RMAP19

Payment Comments-Check Stub

Invoice No. 6011662(23), dated 12/8/05
Services on the Central Corridor Phase 2 Study for 10/29/05 - 11/25/05

Voucher Comments

I declare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization K. Dalpriege Date 1/26/06

Ramsey County Purchase Order

Regional Rail Authority

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

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

CHANGE ORDER - REPRINT

Purchase Order	Date	Revision	Page
RRA - 0000000384	04/06/2004	1-12/27/2005	1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code: USD		

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

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

Tax Exempt? Y Tax Exempt ID: 99999999999999

Line-Schd Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Central Corridor Project consulting	1.00	EA	1,899,900.00	1,899,900.00	04/06/2004
				Schedule Total	1,899,900.00	

Mfg ID

Item Total 1,899,900.00

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

Mfg ID

Item Total 189,990.00

Total PO Amount 2,089,890.00

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

Unauthorized

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

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

Invoice #16	Invoice #17	Invoice #18	Invoice #19	Invoice #20	Invoice #21	Invoice #22	Invoice #23
4/2/2005-4/29/05	4/30/2005-5/27/05	5/28/2005-7/1/05	7/2/05-7/29/05	7/30/05-8/26/05	8/27/05-9/30/05	10/1/05-10/28/05	10/29/05-11/25/05
\$11,100.99	\$5,778.22	\$6,544.86	\$1,556.42	\$1,092.60	\$2,465.16	\$240.40	\$901.50
\$14,986.34	\$7,800.60	\$8,835.56	\$2,101.17	\$1,475.01	\$3,327.97	\$324.54	\$1,217.03
\$26,087.33	\$13,578.82	\$15,380.42	\$3,657.59	\$2,567.61	\$5,793.13	\$564.94	\$2,118.53
\$2,869.61	\$1,493.67	\$1,691.85	\$402.33	\$282.44	\$637.24	\$62.14	\$233.04
\$28,956.93	\$15,072.49	\$17,072.27	\$4,059.92	\$2,850.05	\$6,430.37	\$627.08	\$2,351.56
\$44,429.89	\$18,271.59	\$2,841.43	\$25,542.61	\$22,033.65	\$12,135.28	\$27,796.57	\$16,051.67
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$73,386.82	\$33,344.08	\$19,913.70	\$29,602.53	\$24,883.70	\$18,565.65	\$28,423.65	\$18,403.23
\$3,669.34	\$1,667.20	\$995.68	\$1,480.13	\$1,244.18	\$928.28	\$1,421.18	\$920.16
\$69,717.48	\$31,676.87	\$18,918.02	\$28,122.40	\$23,639.52	\$17,637.37	\$27,002.47	\$17,483.07
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$4,017.66	\$0.00	\$0.00	\$8,934.28	\$12,574.79	\$0.00	\$506.30	\$1,923.24
\$560.64	\$0.00	\$0.00	\$0.00	\$1,519.41	\$1,096.90	\$0.00	\$914.09
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$36,901.26	\$13,294.49	\$0.00	\$16,428.46	\$7,927.87	\$0.00	\$27,262.78	\$13,214.34
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,890.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$1,519.41	\$1,096.90	\$0.00	\$914.09
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$1,519.41	\$1,096.90	\$0.00	\$914.09
0.00%	0.00%	0.00%	0.00%	6.11%	5.91%	0.00%	4.97%
\$14,794.86	\$15,592.42	\$18,654.59	\$4,223.69	\$1,254.17	\$0.00	\$627.08	\$2,351.56
\$14,842.45	\$3,240.99	\$1,244.17	\$0.00	\$1,595.88	\$7,563.33	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$3,767.59	\$0.00	\$0.00	\$8,934.28	\$3,112.28	\$0.00	\$506.30	\$1,923.24
\$560.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$36,901.26	\$13,294.49	\$0.00	\$16,428.46	\$7,927.87	\$8,890.00	\$27,262.78	\$13,214.34
\$2,520.02	\$1,216.18	\$14.94	\$16.10	\$11.58	\$1,015.42	\$27.49	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$1,519.41	\$1,096.90	\$0.00	\$914.09
\$0.00	\$0.00	\$0.00	\$0.00	\$9,462.51	\$0.00	\$0.00	\$0.00
\$1,322,590.61	\$1,354,267.48	\$1,373,185.50	\$1,401,307.91	\$1,424,947.43	\$1,442,584.80	\$1,469,587.27	\$1,487,070.34
\$577,309.39	\$545,632.52	\$526,714.50	\$498,592.09	\$474,952.57	\$457,315.20	\$430,312.73	\$412,829.66
\$1,058,072.49	\$1,083,413.99	\$1,098,548.40	\$1,121,046.33	\$1,139,957.94	\$1,154,067.84	\$1,175,669.81	\$1,189,656.27

7

DBE Progress/Project Report

Project #:	46106124.0001	DBE Progress Report #:	20
Project Title:	Central Corridor Project	Type of Services:	Project Design Activities
Prime Contractor:	DMJM+HARRIS		
Contract #		Contract Award Date:	January 13, 2004
Original Contract Amount:	\$ 1,709,797.10		
Contract Change Orders:	\$ 32,000.00	Amount Billed to Date:	\$ 1,588,566.96
Total Contract Amount:	\$ 1,741,797.10	Percent Billed to Date:	91%
Contract Dollars Expended:	\$ 1,570,163.73	Payment Claim #:	23
Contract Dollars Remaining:	\$ 171,633.37		

Utilization Goal: 15%
Reporting Period: From October 29, 2005 through November 25, 2005

DBE Subcontractor	Original Contract Amount	Current Contract Amount	Amount Billed This Claim	Amount Billed To Date
Manuel Padron	\$108,413.18	\$115,413.00	\$914.09	\$112,596.05
Enviroscience	\$143,506.48	\$143,506.48	\$0.00	\$123,206.52
DBE Totals:		\$258,919.48	\$914.09	\$235,802.57
Contract DBE % of Total Current Contracted Amount:				15%
Billed DBE % of Total Contract Amount Billed:				15%

Explanation if DBE Goal Not Being Met or Other Comments:

Affirmative Action Status/Labor Force Breakdown by Hours

SKILLED:

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

UNSKILLED:

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

Signature: *M. Palmer for A. Jackson* Date: *12/8/05*
 Title: Vice President/Unit Business Manager

INSTRUCTIONS:

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

*Mailed to Pat Calder
1/23/06 KAL*

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

In Account With:

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

Invoice Date: December 8, 2005
Invoice No.: 6011662(23)
Job No.: 46106124
Customer No.: 3001

Attn: Steven Morris

Re: Central Corridor Project

PROJECT BILLING SUMMARY

FOR SERVICES PERFORMED FROM OCTOBER 29, 2005 THROUGH NOVEMBER 25, 2005

BY TASK

Task #	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
1	\$ 312,800.98	\$ 262,801.00	\$2,351.56	\$227,153.17	\$229,504.73	87%				
2	\$ 418,617.74	\$ 358,618.00	\$0.00	\$338,979.64	\$338,979.64	95%				
3	\$ 165,797.16	\$ 165,797.00	\$0.00	\$159,556.16	\$159,556.16	96%				
4	\$ 157,112.30	\$ 157,112.00	\$1,923.24	\$135,966.75	\$137,889.99	88%				
5	\$ 139,652.59	\$ 199,652.00	\$0.00	\$203,599.03	\$203,599.03	102%				
6	\$ 339,707.59	\$ 398,635.00	\$13,214.34	\$306,883.07	\$320,097.40	80%				
7	\$ 176,108.74	\$ 176,109.00	\$0.00	\$170,766.59	\$170,766.59	97%				
8		\$ 10,000.00	\$914.09	\$5,265.00	\$6,179.08	62%				
9		\$ 22,000.00	\$0.00	\$21,994.33	\$21,994.33	100%				
10		\$ 70,000.00	\$0.00	\$0.00	\$0.00	0%				
11		\$ 269,166.00	\$0.00	\$0.00	\$0.00	0%				
Project Total	\$ 1,709,797.10	\$ 2,089,890.00	\$18,403.22	\$1,570,163.73	\$1,588,566.96	76.0%				\$0.00

BY FIRM

Firm	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
DMJM+HARRIS	\$ 830,360.62	\$ 959,527.00	\$2,351.56	\$713,293.77	\$715,645.33	74.6%				
Enviroscience	\$ 143,506.48	\$ 168,506.00	\$0.00	\$123,206.51	\$123,206.51	73.1%				
Parsons	\$ 130,697.00	\$ 130,697.00	\$0.00	\$130,417.45	\$130,417.45	99.8%				
PB Consult		\$ 25,000.00	\$0.00	\$8,890.00	\$8,890.00	35.6%				
Connetics		\$ 20,000.00	\$0.00	\$0.00	\$0.00	0.0%				
Zimmer Gunsul Frasca	\$ 157,112.00	\$ 244,112.00	\$1,923.24	\$184,680.96	\$186,604.20	76.4%				
Manuel Padron & Assoc.	\$ 108,413.00	\$ 115,413.00	\$914.09	\$111,681.96	\$112,596.05	97.6%				
Anton Lubov & Assoc.	\$ 35,320.00	\$ 35,320.00	\$0.00	\$18,409.26	\$18,409.26	52.1%				
AECOM Consult.	\$ 304,388.00	\$ 391,315.00	\$13,214.34	\$279,583.81	\$292,798.14	74.8%				
Project Total	\$ 1,709,797.10	\$ 2,089,890.00	\$18,403.22	\$1,570,163.73	\$1,588,566.96	92.9%				

PARTICIPATION BY DBE FIRMS

\$

Firm	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
Manuel Padron	\$ 108,413.00	\$ 115,413.00	\$914.09	\$111,681.96	\$112,596.05	7.1%				
Enviroscience	\$ 143,506.48	\$ 168,506.00	\$0.00	\$123,206.51	\$123,206.51	7.8%				
Project Total	\$ 251,919.48	\$ 283,919.00	\$914.09	\$234,888.48	\$235,802.56	14.8%				

OK
JFH

Invoice Date: December 8, 2005
 Invoice No.: 6011662(23)

DMJM+HARRIS COSTS				
LABOR				
Task #	Person	Hours	Rate	Labor Cost
✓ 1	Ives, Lisa	15.0	\$60.10	\$901.50
Subtotal Labor				\$901.50
OVERHEAD				
		Labor	Rate	Total OH
		\$901.50	135.00%	\$1,217.03
Subtotal Labor + Overhead				\$2,118.53
FEE				
		Labor&OH	Rate	Total fee
		\$2,118.53	11%	\$233.04
ODCs				
Task #	Type	Amount		Total ODCs
Total ODCs				\$0.00
DMJM+HARRIS INVOICE TOTAL				
	Total earned			\$2,351.56
	Retainage @ 5%			\$117.58
Total Invoiced Amount				\$2,233.98
SUBCONSULTANT COSTS				
Task #	Firm	Cost		Total Sub Costs
✓ 4	Zimmer Gunsul Frasca	\$1,923.24		\$1,923.24
✓ 8	Manuel Padron & Assoc.	\$914.09		\$914.09
✓ 6	AECOM Consult.	\$13,214.34		\$13,214.34
SUBCONSULTANT TOTAL				
	Total earned			\$16,051.66
	Retainage @ 5%			\$802.58
Total Invoiced Amount				\$15,249.08
TOTAL NOW DUE				\$17,483.06

2351.57

Invoice Date: December 8, 2005
 Invoice No.: 6011662(23)

ZIMMER GUNSUL FRASCA PARTENRSHIP COSTS
Invoice # 49122

LABOR

Task #	Person	Hours	Rate	Labor Cost
✓ 4	Miles, Don	1.0	\$43.75	\$43.75
✓ 4	Stewart, Ron	1.0	\$42.90	\$42.90
✓ 4	Borrero, Luis	24.0	\$22.79	\$546.96
Subtotal Labor				\$633.61

OVERHEAD

	Labor	Rate	Total OH
	\$633.61	160.00%	\$1,013.78
Subtotal Labor + Overhead			\$1,647.39

FEE

	Labor&OH	Rate	Total fee
	\$1,647.39	11%	\$181.22

1828.60

ODCs

Task #	Type	Amount	Total ODCs
✓ 4	Reproduction	\$52.00	\$52.00
✓ 4	Postage	\$12.48	\$12.48
✓ 4	Other (Phone)	\$30.15	\$30.15
Total ODCs			\$94.63

ZGF INVOICE TOTAL

	Total earned		\$1,923.24
	Retainage @ 5%		\$96.17
Total Invoiced Amount			\$1,827.07

11

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

3

REGIONAL RAILROAD AUTHORITY

K. Desprezels
Authorized Signature

2/6/06
Date

Board Action Requested

Ratify Partial Payment No.18 in the amount of \$12,124.71 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for December 2005.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Accounts Payable forms and Partial Payment No. 18
3. Metropolitan Council Invoice No. NCV-4451 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

February 14, 2006
Board Date

Angeline Sayla
Signature

2/6/06
Date

BUDGET & ACCTG

06 FEB -8 AM 10:45

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Metropolitan Council for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, Metropolitan Council has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through December 23, 2005; and

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

WHEREAS, Metropolitan Council Invoice No. NCV-4451, Partial Payment No. 18, in the amount of \$12,124.71 attachments thereto, provide the correct documentation of payments due Metropolitan Council through December 23, 2005; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$12,124.71 for services rendered through December 23, 2005, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00003576

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 23.Jan.2006
Run Time 1:51:51 PM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
23.Jan.2006	NCV-4451	31.Dec.2005	0000002054	METROPOLITAN COUNCIL	ONL	LONGHEKR P		31.Dec.2005	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$12,124.71	\$0.00	MEARS PARK CENTRE	230 E FIFTH ST		ST PAUL	MN	55101		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	000853	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
1	Professional Service	\$12,124.71	918070001	\$12,124.71		Y	Y	Y	N	RRA	0000000450	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150180	00000			2003	G205005			\$12,124.71			N

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

Payment Comments-Check Stub

Invoice No. NCV-4451 (18), dated 12/31/2005
Services of Steve Morris on the Central Corridor Phase 2 study for 11/26/05-12/23/05

Voucher Comments

I declare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

R. D. Sprague

Date 1/26/06

2

Ramsey County Purchase Order

Regional Rail Authority

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

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

Purchase Order	Date	Revision	Page
RRA - 0000000450	05/24/2005		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA		Currency Code: USD	

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

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

Tax Exempt? Y Tax Exempt ID: 99999999999999

Line-Schd Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Professional Service	1.00	EA	173,000.00	173,000.00	05/24/2005
Schedule Total					173,000.00	

Mfg ID

Item Total 918070001 173,000.00

Central Corridor Phase 2 project consulting services of Steve Morris

Total PO Amount 173,000.00

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

Unauthorized

3

Metropolitan Council - Central Corridor Transit Study - Phase 2

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

4

[illegible]

60

[illegible]

INVOICE

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

Page: 1
 Invoice No: NCV-4451
 Invoice Date: 12/31/2005
 Customer Number: RAMREG
 Payment Terms: Due 30 dys
 Due Date: 01/30/2006

Customer:

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

AMOUNT DUE: \$ 12,124.71

\$ _____
 Amount Remitted

Please detach top portion of invoice and remit with payment. Please include invoice number on check.

For billing questions, please call (612) 349-7734

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1		LOCAL GOV'T A 11/26/05-12/23/05	Fringe Ben	8,083.14	EA	0.50	4,041.57
		DECEMBER, 2005					
		Metropolitan Council Contract #0P013	Amendment #1				
		Reimbursement due to Metro Transit for Stephen L. Morris' salary and fringe benefits per attached detail					
		NOTE: Invoice mailed January 12, 2006					
2		LOCAL GOV'T A 11/26/05-12/23/05	Salary Exp	1.00	EA	8,083.14	8,083.14

SUBTOTAL:

12,124.71

TOTAL AMOUNT DUE :

\$ 12,124.71

7

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

H. Delpiegelaere
Authorized Signature

2/6/06
Date

Board Action Requested

Ratify Partial Payment No. 3 in the amount of \$213.50 to Thompson Coburn for legal services on the Union Depot project and Central Corridor Transit project through December 2005.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution ratifying payment
 - 2) Accounts Payable forms and Partial Payment No. 3
 - 3) Thompson Coburn Invoice No. 1030392 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

February 14, 2006
Board Date

Angelique Taylor
Signature

2/6/06
Date

BUDGET & ACCTG

06 FEB -8 AM 10:45

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

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

WHEREAS, Thompson Coburn has satisfactorily completed portions of the work identified in the referenced agreement, and provided detailed invoice documentation for services and costs accrued through December 2005; and

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

WHEREAS, Thompson Coburn Invoice No. 1030392, Partial Payment No. 3 in the amount of \$213.50 attachments thereto, provide the correct documentation of payments due Thompson Coburn through December 2005; Now, Therefore Be It

RESOLVED, Payment to Thompson Coburn in the amount of \$213.50 for services rendered through December 2005 is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00003579

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 23.Jan.2006
Run Time 3:47:03 PM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
23.Jan.2006	1030392	12.Jan.2006	0000154904	THOMPSON,COBURN	ONL	LONGHEKR P		31.Dec.2005	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$213.50	\$0.00	P.O. BOX 18379M			ST. LOUIS	MO	63195		
Handling	Group ID	Sales Tax	Pckp Ord Nbr							
RE	000853	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
1	Legal assistance - UD/Central	\$213.50	918070001	\$213.50		Y	Y	Y	Y	RRA	0000000484	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150101	00000				2005			\$213.50			N

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

Payment Comments-Check Stub

Invoice No. 1030392, dated 1/12/06
Services of Ed Gill, Jr. on the Union Depot project for December 2005

Voucher Comments

I declare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

K. Delapiedra

Date

1/26/06

2

Ramsey County Purchase Order

Regional Rail Authority

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

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

Purchase Order	Date	Revision	Page
RRA - 0000000484	10/10/2005		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code: USD		

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

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

Tax Exempt? N Tax Exempt ID:

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

Mfg ID

Item Total 918070001 50,000.00

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

Total PO Amount 50,000.00

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

Unauthorized

Thompson Coburn Invoices

Period of service	Invoice #1 October-05	Invoice #2 November-05	Invoice #3 December-05
LABOR	\$1,041.26	\$2,414.90	\$213.50
DIRECT COSTS	\$0.00	\$0.00	\$0.00
ADJUSTMENTS	\$0.00	\$0.00	\$0.00
TOTAL INVOICE	\$1,041.26	\$2,414.90	\$213.50
NET PAY INVOICE	\$1,041.26	\$2,414.90	\$213.50
Direct Costs:			

Total Direct Costs	\$0.00	\$0.00	\$0.00
Amount spent on contract	\$1,041.26	\$3,456.16	\$3,669.66
Balance of contract	\$48,958.74	\$45,502.58	\$41,832.92

4

T

THOMPSON COBURN

Thompson Coburn LLP
Attorneys at Law

January 12, 2006
Invoice #1030392

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

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

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

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

EIN 43-0666662

For Legal Services Rendered in Connection With:

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

12/20/05	E. Gill Jr.	0.1	Attention to materials re appropriations	
12/21/05	E. Gill Jr.	0.1	Telephone call with K. DeSpiegelaere re appropriation issue	
12/30/05	E. Gill Jr.	0.5	Attention to e-mails; conference calls	
TOTAL HOURS				0.70

SUBTOTAL FOR SERVICES

\$213.50

TIME SUMMARY BY TIMEKEEPER

Timekeeper	Hours Worked	Billed Per Hour	Bill Amount
E. Gill Jr.	0.70	305.00	213.50
Total All Timekeepers	0.70	305.00	213.50

TOTAL DUE

\$213.50

Invoice

Payment Due Upon Receipt

5

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

R. Ralphege
Authorized Signature

2/6/06
Date

Board Action Requested

Ratify Partial Payment No. 10 in the amount of \$2,158.59 to Tunheim Partners for communication services on the Union Depot project through December 2005.

ACTION IS REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution ratifying payment
- 2) Accounts Payable forms and Partial Payment No. 10
- 3) Tunheim Partners Invoice No. 03547 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

February 14, 2006
Board Date

Angelique Taylor
Signature

2/6/06
Date

BUDGET & ACCTG

06 FEB -8 AM 10:45

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

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

WHEREAS, Tunheim Partners has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through December 2005; and

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

WHEREAS, Tunheim Partners Invoice No. 03547, Partial Payment No. 10 in the amount of \$2,158.59 attachments thereto, provide the correct documentation of payments due Tunheim Partners through December 2005; Now, Therefore Be It

RESOLVED, Payment to Tunheim Partners in the amount of \$2,158.59 for services rendered through December 2005 is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00003558

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 10.Jan.2006
Run Time 1:57:24 PM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
10.Jan.2006	03547	31.Dec.2005	0000161169	TUNHEIM PARTNERS	ONL	LONGHEKR P		31.Dec.2005	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$2,158.59	\$0.00	1100 RIVERVIEW TOWER	8009 - 34TH AVENUE SOUTH		MINNEAPOLIS	MN	55425		
Handling	Group ID	Sales Tax	Pckp Ord'r Nbr							
RE	000847	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
1	Professional Service	\$2,158.59	918070001	\$2,158.59		Y	Y	Y	N	RRA	0000000439	SC

Distribution Line Information

Line #	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421522	12501	150112	00000				2004			\$2,158.59			N

Account Name: Other Professional Services Department Name: Union Depot Study

Payment Comments-Check Stub

Invoice No. 03547, dated 12/31/05
Services during December 2005 on the Union Depot study

Voucher Comments

I declare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

K. Delapierre

Date

1/12/06

2

Tunheim Partners - Union Depot Project

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

Invoice #8 October-05	Invoice #9 November-05	Invoice #10 December-05
\$6,762.50	\$2,317.50	\$2,085.00
\$22,570.63	\$4,127.60	\$187.20
\$0.00	\$0.00	\$0.00
\$29,333.13	\$6,445.10	\$2,272.20
\$1,466.66	\$322.26	\$113.61
\$27,866.47	\$6,122.85	\$2,158.59
\$22,570.63	\$4,127.60	\$187.20
\$22,494.78	\$4,127.60	\$0.00
\$0.00	\$0.00	\$0.00
\$61.30	\$0.00	\$0.00
\$14.55	\$0.00	\$11.20
\$0.00	\$0.00	\$176.00
\$61,132.46	\$67,255.31	\$69,413.90
\$28,867.54	\$22,744.69	\$20,586.10

4

Ramsey County Purchase Order

Regional Rail Authority

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

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

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

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

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

Tax Exempt? N Tax Exempt ID:

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

Mfg ID

Item Total 918070001 90,000.00

Union Depot communication and community organizing services

Total PO Amount 90,000.00

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

Unauthorized

5

Tunheim Partners

Public Relations • Corporate Consulting • Public Affairs

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

January 6, 2006

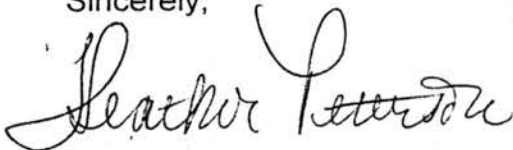
Kathryn DeSpiegelaere, Director
Ramsey County Regional Railroad Authority
50 West Kellogg Boulevard
Suite 665
St. Paul, Minnesota 55102

Dear Kathryn:

Enclosed is an invoice in the amount of \$2,272.20 for professional services and expenses through December 31, 2005. I hope you are doing well and enjoying the New Year.

Please feel free to contact me with any questions

Sincerely,



Heather Peterson
Account Supervisor
Tunheim Partners

Tunheim Partners

Public Relations ■ Corporate Consulting ■ Public Affairs

Invoice

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

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

INVOICE NO: 03547

DATE: December 31, 2005

For Services provided December 1 - 31, 2005

JOB RCR1-0002

Out of pocket expenses

vendor

Professional Services

Ground Transportation / Parking

	<u>amount</u>
\$	176.00
	11.20
\$	187.20

JOB RCR1-0200

Account Management

Andrew, Mark
Peterson, Heather

Senior Vice President
Account Supervisor

0.75 \$

250.00

\$

187.50

1.50 \$

170.00

\$

255.00

subtotals 2.25

\$ 442.50

JOB RCR1-0300

Writing & Editing

Peterson, Heather
Kupchella, Leslie

Account Supervisor
Account Supervisor

0.75 \$

170.00

\$

127.50

0.00 \$

170.00

\$

-

subtotals 0.75

\$ 127.50

JOB RCR1-0400

Team Meetings

Peterson, Heather

Account Supervisor

0.25 \$

170.00

\$

42.50

subtotals 0.25

\$ 42.50

JOB RCR1-0700

Client Meetings

Andrew, Mark
Peterson, Heather
Clark, Eliza

Senior Vice President
Account Supervisor
Senior Account Executive

3.00 \$

250.00

\$

750.00

4.25 \$

170.00

\$

722.50

0.00 \$

130.00

\$

-

subtotals 7.25

\$ 1,472.50

TOTAL AMOUNT DUE -- NET 15 DAYS

=====
\$ 2,272.20
=====

7

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

6

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

2/6/06
Date

Board Action Requested

Approve contract with McGrann, Shea, Anderson, Carnival, Straughn & Lamb, Chartered for an amount not to exceed Thirty-Two Thousand One Hundred Forty-Five Dollars and Twenty-Seven Cents (\$32,145.27) for intergovernmental relations services for a period from February 14, 2006 to February 14, 2007; and authorize the Chair of RCRRA to execute the agreement.

ACTION IS REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution;
- 2) Memorandum from Kathy DeSpiegelaere; and
- 3) Proposed Contract.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

February 14, 2006
Board Date

Angela Taylor
Signature

2/6/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: February 14, 2006 No.: R06-11

WHEREAS, Ramsey County Regional Railroad Authority will have several important transportation-related initiatives pending at the state level in 2006; and

WHEREAS, The Central Corridor, Red Rock Corridor, Rush Line Corridor, Robert Street Corridor, Union Depot, high speed rail, commuter rail and the overall issue of transit capital and operating funding will be the subject of state funding requests in 2006; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority hereby approves the contract with McGrann, Shea, Anderson, Carnival, Straughn & Lamb, Chartered, in an amount not to exceed Thirty-Two Thousand One Hundred Forty-Five Dollars and Twenty-Seven Cents (\$32,145.27), for a period from February 14, 2006 to February 14, 2007; and Be It Further

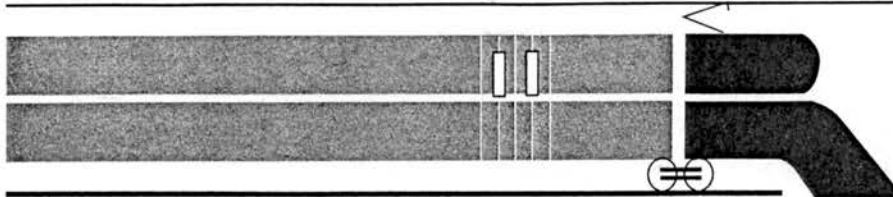
RESOLVED, That the Authority authorizes its Chair to execute the attached contract

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

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

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners

From: Kathryn DeSpiegelaere *KD*

Subject: Intergovernmental Relations Contract

Date: February 3, 2006

A resolution is attached that approves a contract for state intergovernmental relations with McGRANN, SHEA, ANDERSON, CARNIVAL, STRAUGHN & LAMB, CHARTERED, 800 NICOLLET MALL, SUITE 2600, MINNEAPOLIS, MN 55402 in the amount of Thirty-Two Thousand One Hundred Forty-Five Dollars and Twenty-Seven Cents (\$32,145.27), for a one year term.

The Rail Authority's contract with Kennedy Graven was cancelled because of the departure of John Choi, who accepted a new position. The lobbying needs of the Rail Authority necessitate hiring a firm to assist county intergovernmental staff. A list of potential firms to replace the Kennedy Graven contract was developed, at the request of the chair of the Rail Authority, by the Ramsey County intergovernmental relations staff and Kennedy and Graven. Interviews were held with six firms, and the McGrann Shea firm was recommended because it has:

- o Strong relationships with key state transit-related officials
- o Excellent track record of lobbying skills
- o Client list without conflict of interest issues.

The proposed contract, which is at the same amount as the Kennedy Graven contract, is attached for your consideration.

**RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
CONSULTANT SERVICES AGREEMENT**

The following is an agreement between **McGRANN, SHEA, ANDERSON, CARNIVAL, STRAUGHN & LAMB, CHARTERED, 800 NICOLLET MALL, SUITE 2600, MINNEAPOLIS, MN 55402** (hereinafter the "**CONTRACTOR**") and **RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY**, a political subdivision of the State of Minnesota, (hereinafter "**RRA**").

1. SCOPE OF SERVICES

CONTRACTOR, listed above shall provide the services as outlined below:

- A. On behalf of the RRA, CONTRACTOR agrees to provide services as a legislative representative and consultant to monitor the activities of the Minnesota Legislature with particular reference to financial, programmatic, policy, and organization issues of concern to the RRA.
- B. On behalf of the RRA, CONTRACTOR will work with the Chair of the RRA, and the RRA administrator to:
 - 1) Assist in the planning and development of the RRA's legislative agenda and strategy.
 - 2) Schedule and attend meetings with legislators, state agencies and other appropriate individuals or organizations when requested by the RRA.
 - 3) Foster relationships with the Governor, other Administration officials, key legislators and members of the Ramsey County Legislative Delegation.
 - 4) Develop and assist in implementing strategies related to objectives of RRA throughout the year. Such activities should include but are not limited to:
 - a) Direct lobbying of the Governor and his staff, legislators, legislative staff, state agency commissioners and staff.
 - b) Work on building coalitions with other interested organizations and individuals.
 - c) Work on organizing grassroots lobbying support from community activists and other interested citizens.
 - d) Other lobbying activities that will further RRA's current and future legislative agenda and strategy.
 - 5) Coordinate with Ramsey County Intergovernmental Relations staff in the Ramsey County Manager's Office.
 - 6) Furnish written report at the end of the session on outcomes achieved.
- C. On behalf of the RRA, Contractor will report to the RRA Administrator.

2. DELIVERY OF SERVICES

Services will be delivered from February 14, 2006 to February 14, 2007. The CONTRACTOR shall also perform these services during any special session of the Legislature.

3. PAYMENT

CONTRACTOR shall receive the sum of Thirty-Two Thousand One Hundred Forty-Five Dollars and Twenty-Seven Cents (\$32,145.27) for performance of its obligations to be billed in twelve equal monthly installments of Two Thousand Six Hundred Seventy-Eight Dollars and Seventy-Seven Cents (\$2,678.77) per month, starting February 14, 2006 to February 14, 2007.

CONTRACTOR shall submit an invoice monthly to the RRA after services are provided. Payment will be made within 35 days of receipt of a detailed invoice. Interest accrual and disputes regarding payment shall be governed by the provision of Minn. Stat. Section 471.425. Compensation for any services Contractor performs during any special session shall be included in the amounts stated herein, and contractor shall not be entitled to additional compensation for special session work.

4. INDEPENDENT CONTRACTOR

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting CONTRACTOR as the employee of the RRA for any purpose or in any manner whatsoever. The CONTRACTOR is an independent contractor and neither it, its employees, agents, nor representatives are employees of the RRA. From any amounts due the CONTRACTOR, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes, which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the CONTRACTOR.

5. INDEMNIFICATION

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

6. INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect the CONTRACTOR from claims which may arise out of or result from operations of the CONTRACTOR including but not limited to the following:

Worker's Compensation and Employer's Liability Insurance:

- 1) In accordance with the provisions of Minnesota Statutes Section 176.182 (1986), the CONTRACTOR agrees to provide acceptable evidence of compliance with the Worker's Compensation insurance coverage requirement of Minnesota Statutes Section 176.181, subdivision 2 (1986). Insurance shall include an all states or universal endorsement.

This section shall not be construed to create any liability on the part of the RRA or any governmental subdivision to pay Worker's Compensation benefits or to indemnify the special compensation funds, an employer, or insurer who pays Worker's Compensation benefits.

- 2) Employer's Liability insurance shall be written for minimum limits of \$500,000 per accident.

Comprehensive General Liability (CGL) insurance:

- 1) Bodily Injury and Property Damage (CSC)

Minimum Limits:

\$1,000,000 per occurrence
\$1,000,000 aggregate

- 2) The following coverages must be specifically insured and certified with no internal limits:
 - a) Premises and operations
 - b) Independent Contractor's contingent liability or owner's protective liability
 - c) Products/Completed operations liability
 - d) Contractual liability
 - e) Personal injury liability including coverages a through e and claims related to injuries sustained in the course of employment
 - f) Broad form property damage liability, or deletion of the "Care, Custody and Control Exclusion"

- 3) Contractual liability is to be either written on a blanket basis or specifically endorsed to acknowledge this contract. The CGL policy is to be written on an occurrence basis.

- 4) Professional Liability Insurance

Minimum Limits:

\$1,000,000 per occurrence

\$1,000,000 aggregate

- 5) Automobile Liability Insurance

- a) Minimum Limits:

\$1,000,000 combined single limit

- b) Owned, non-owned and hired auto

- 6) City or state license as required

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's rating for the insurers shall be noted on the certificate of insurance or stated in writing by the insurance carrier, and shall not be less than an A+. Insurance carriers which do not carry a Best's rating may be allowed, subject to review and acceptance by the RRA.

All certificates of insurance shall provide that the insurance company shall give the RRA 30 days prior written notice of cancellation, non-renewal, or any material changes in the policy. On the certificate, the agency shall certify whether or not it carries errors and omissions coverage.

The above sub-paragraphs established minimum insurance requirements and it is the sole responsibility of the CONTRACTOR to purchase and maintain additional insurance that the CONTRACTOR feels may be necessary in connection with this contract.

The CONTRACTOR shall not commence work until the CONTRACTOR has obtained required insurance and filed an acceptable certificate of insurance with RRA and is approved by the Ramsey County Risk Manager. All insurance policies shall be submitted to RRA upon written request.

Nothing in this contract shall constitute a waiver by RRA of any statutory limits or exceptions on liability.

Independent Contractor Clause. For the purpose of this agreement, the CONTRACTOR shall be deemed to be an independent contractor and not an employee of the RRA. Any and all agents, servants or employees of the

CONTRACTOR or other persons, while engaged in the performance of any work or services required or provided for under this agreement, shall not be considered employees of RRA, and any and all claims, including those under the Worker's Compensation Act of the State of Minnesota that may or might arise on behalf of the CONTRACTOR, its agents, servants or employees as a consequence or any act or omission on the part of the CONTRACTOR its agents, servants, employees or other persons shall in no way be the obligation or responsibility of RRA. The CONTRACTOR, its agents, servants or employees shall be entitled to none of the rights, privileges, or benefits of RCRRA employees/agents except as otherwise may be stated herein.

RRA, its officers, agents and employees shall be named as an additional insured on all liability policies with a cross suits endorsement for protection of the RRA.

7. WASTE REDUCTION

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

8. AUDIT

Until the expiration of three (3) years after furnishing of services pursuant to this Agreement, the CONTRACTOR, upon written request, shall make available to the RRA, the State Auditor, or RRA's ultimate funding source, a copy of this Agreement and the books, documents, records, and accounting procedures and practices of the CONTRACTOR relating to this agreement.

9. CANCELLATION

The RRA or CONTRACTOR may cancel this contract without cause by thirty (30) days written notice to the CONTRACTOR. The RRA may cancel this contract for cause by five days written notice to the CONTRACTOR. The CONTRACTOR may cancel this contract with 30 days written notice to the RRA. In the event of such a cancellation, CONTRACTOR shall be entitled to payment for work or services satisfactorily performed, as determined by an authorized representative of RRA.

10. NON-DISCRIMINATION

CONTRACTOR agrees that in the hiring of all labor for the performance of any work under this Agreement, it will not, by reason of race, creed, color, sex, national origin, or disability, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates.

CONTRACTOR agrees to comply with all Federal, State, and local non-discrimination laws and ordinances, in particular the applicable provision of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. The CONTRACTOR agrees to have in effect an affirmative action program and shall furnish a certificate of compliance with this requirement to the RRA, upon request.

11. DATA PRACTICES

All data collected, created, received, maintained or disseminated for any purposes in the course of the CONTRACTOR'S performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. 13.01 et seq. or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal laws and regulations on data practices. The CONTRACTOR agrees to abide strictly by these statutes, rules and regulations.

12. NON-VIOLENT WORKPLACE

The CONTRACTOR shall make all reasonable efforts to ensure that CONTRACTOR's employees, officials and subcontractors do not engage in violence while performing under this contract. Violence, as defined by the Ramsey County Workplace Violence is any action that is the use of physical force, harassment, or intimidation or abuse of power or authority where the impact is to control by causing pain, fear or hurt.

13. WORKFORCE DIVERSITY

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

14. CONFLICT OF INTEREST

While this agreement is in force, it is understood that CONTRACTOR will discuss with RRA any potential new client obligations which, in the opinion of RRA, may directly conflict with ongoing work on behalf of RRA. RRA has the right to cancel this agreement immediately if CONTRACTOR assumes a client obligation which, in RRA's estimation, conflicts with RRA's interests.

15. ENTIRE AGREEMENT

This agreement is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the services identified herein.

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: _____
Rafael E. Ortega, Chair

Dated: _____

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: Kathryn DeSpiegelaere
Kathryn DeSpiegelaere, Director

Dated: 2/6/06

Approval recommended:

INSURANCE APPROVED:

Risk Management

APPROVED AS TO FORM:

David F. MacMillan
David F. MacMillan
Assistant County Attorney

FUNDS ARE AVAILABLE: _____

Account No. 12501 150101 00000 421506 2006

Mark Johnson
Budgeting & Accounting

CONTRACTOR

By: McGrann Stra Law Firm
John T. McGrann

Contractor SSN: 41-1654544

Dated: 2/1/06

Tax ID#

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

7

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. R. Spigelauer
Authorized Signature

2/6/06
Date

Board Action Requested

Authorize staff to issue a request for lease proposal for office space for Ramsey County Regional Railroad Authority.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution;
 - 2) Request for Lease Proposal.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

February 14, 2006
Board Date

Angeline Taylor
Signature

2/6/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, Ramsey County Regional Railroad Authority offices are required to relocate and additional staff positions were authorized in the 2006 budget for Ramsey County Regional Railroad Authority that cannot be accommodated in the Rail Authority's current office space at Government Center West, and

WHEREAS, University Avenue is located along the Central Corridor and along transit routes, and residents of the corridor have requested a location where they could walk in for information on the project; Now, Therefore, Be It

RESOLVED, That staff is authorized to issue a request for lease proposal for office spaces for Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



**REQUEST FOR LEASE PROPOSAL
FOR
RAMSEY COUNTY
REGIONAL RAIL
AUTHORITY**

RAMSEY COUNTY PROPERTY MANAGEMENT
50 WEST KELLOGG BLVD, SUITE 660
SAINT PAUL, MN 55102
Julio A. Manginge, Director

Issue Date: February 14, 2006

**Letter of Intent Due
March 8, 2006**

**Proposals due
March 17, 2006
By 4:00 p.m.**

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Exhibit A: Space Program	
Exhibit B: Ramsey County Lease	

I. INTRODUCTION

The Ramsey County Regional Railroad Authority is a department within Ramsey County that works on transit issues, including the Central Corridor (St. Paul to Minneapolis) located along University Avenue in St. Paul. The department also manages the Union Depot project, the Rush Line Corridor (St. Paul to Hinckley), and works on the Red Rock Corridor (Minneapolis-St. Paul-Hastings). The department currently has 6 staff members and expects to have up to 14 employees and consultants in 2006/2007.

The department will be vacating the space it occupies in the Ramsey County Government Center West Building, 50 West Kellogg Boulevard, Saint Paul, in 2006. The department is seeking to lease office space for its operations.

St. Paul and the St. Paul Area Chamber of Commerce staff may wish to share office space. This would necessitate space for up to four additional staff members beyond the requirements of the Ramsey County Regional Authority and up to four additional parking spaces.

II. SITE LOCATION REQUIREMENTS

- A. The site must be located along University Avenue between Rice Street and Snelling Avenue, in St. Paul. Indicate on a map the location of the proposed site. A "storefront" setting is preferred.
- B. The space shall meet BOMA standards as Class A or Class B office space. On site parking for public visitors is required.

III. PROGRAM REQUIREMENTS

- A. The estimated space requirement is 4,500 usable square feet of office space; as set forth on the attached *Exhibit A, Space Program*. **The square feet listed above is an estimate only. The verification of square feet from the approved floor plan layout will dictate the total amount and type of square feet leased.**
- B. The preference is to have all space contiguous on one floor. If this cannot be accommodated, all public access space must be located on the first floor to be easily accessible for the public.
- C. The requirements specified for the types of space described on the attached *Exhibit A, Space Program*, must be provided at Proposer's expense, unless otherwise specified.
- D. Proposer shall be responsible for providing, at its expense, all architectural and engineering services and drawings. Upon completion of the remodeling, Proposer

shall be responsible for providing, at its expense, as-built drawings in PDF format, or other format acceptable to the County.

- E. St. Paul and the St. Paul Area Chamber of Commerce staff may wish to share office space. This would necessitate space for up to four additional staff members beyond the requirements of the Ramsey County Regional Authority and up to four additional parking spaces.

IV. GENERAL REQUIREMENTS

The following are general requirements pertaining to the facility as a whole. These requirements shall be used as base requirements for all spaces. Additional requirements for specific spaces are specified in *Exhibit A, Space Program*, attached hereto. All requirements whether specified under "General Requirements" or in *Exhibit A, Space Program* shall be provided at Proposer's expense unless otherwise specified.

A. FLOORING

1. Flooring materials shall emphasize the use of materials that are durable, non-toxic, low-VOC, and sustainable, contain high post consumer recycled content and are recyclable.

B. WALLS

1. Except as set forth in B.2 below, walls shall be floor to finished ceiling and/or to rough ceiling where required by code, Noise Criteria (NC) rating, through/over/under, of all walls shall be 45 min.
2. Due to privacy/confidentiality needs, all private offices and conference rooms must be deck-to-deck construction, 5/8" gypsum board on metal studs with fiberglass insulation full height. Acoustical rating of STC 50 minimum.

C. CEILINGS

1. Suspended grid systems with acoustical lay-in tiles. Acoustical rating of STC 50 minimum.

D. SIGNAGE

1. Proposer shall provide building directory and suite identification.

E. PLUMBING

1. Provide toilets for each gender as required by code.
2. Provide at least one refrigerated drinking fountain near toilets.

3. If multi-tenant building, the County's customers must have easy access to restrooms from the shared space areas.

F. HEATING, VENTILATING AND AIR CONDITIONING

1. See Section 6 of attached *Exhibit B, Lease Agreement*. The Proposer must describe how it will comply with this section.

2. Phone/Computer Rooms – Can be served by the building HVAC system with a separate zone and control located within each specific room.

G. LIGHTING

1. Access to natural light is desired. Proposer must provide blinds for all windows.

2. Proposer shall provide the Leased Premises with overhead lighting at 50- foot-candle power at desk level and 30- foot-candle power in hallways and corridors unless otherwise specified in the *Exhibit A-Space Program*.

H. CABINETRY, WALL AND SURFACE FINISHES

1. Where applicable, use paint and finish systems that have low or no VOC's, and/or contain high-recycled content. Use of rebleded or remanufactured paints or finish systems with higher VOC's is acceptable only if the possibility for contaminating adjacent materials is minimal. Exterior walls shall not have wall covering.

I. ELECTRICAL

1. Hard-walled offices: Unless otherwise noted, provide three (3) duplex receptacles for each private office of 120 usable square feet or less. Provide four (4) duplex receptacles for each private office over 120 usable square feet.

2. Modular furniture workstations: Floor or wall direct whip connection, One (1) per every four (4) modular workstations. Provide a 5-conductor 20-amp 120/208-volt 3-circuit multi-wire connection (3 line conductors, 1 neutral, 1 ground) and a 3-conductor 20-amp 120-volt single-phase connection (1 line conductor, 1 neutral, 1 ground) to each section of office furniture. The same circuits may serve multiple sections of office furniture provided that no more than four workstations are served by a 20-amp 120-volt circuit.

J. VOICE/DATA CONNECTIONS

1. Hard-walled offices: 2 outlets each per office.

2. Modular furniture workstations: 2 outlets each per workstation.

K. TELECOMMUNICATIONS – CONNECTIVITY

Ramsey County requires high-speed network connectivity to the Ramsey County Network. The bandwidth requirements can only be met using fiber and Gigabit transfer rates. The County is willing to enter into a fiber sharing agreement with other organizations utilizing wave division multiplexing.

The County already uses District Energy and the City of St. Paul to supply fiber connectivity between County facilities. Both organizations have indicated their willingness to supply additional connectivity using existing access points. Extensions of these networks may be possible. Fiber access along I-94 utilizing FWR's facilities is another option.

1. Must provide access to high-speed data connection. Proposer shall describe what type of high-speed access is provided and who provides the access.

L. RECYCLING AREA

The building shall participate in, and set aside reasonable space for a recycling program for at least four broad types of recyclable materials.

M. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

Building shall meet all current and applicable codes for ADA.

N. SECURITY

1. Security for the building shall allow secure access for all employees. Proposer shall, at its expense, provide access to the building and leased premises by an automated key card entry system that controls and records access rights and activity.

2. The security system will be zoned to three (3) levels of security and allow for card access to all zoned areas. As an example, the zoned security areas might be set up as follows:

- a. Level One: Building access/public areas
- b. Level Two: Office Areas (staff areas)
- c. Level Three: Computer/Phone Room

3. During regular business hours the Department receptionist(s) will provide security, sign-in and badges to visitors to the non-public areas of the facility.

V. LEASE PROVISIONS

- A. LEASE. The County lease form, attached, as Exhibit B will be used. By Proposers response to this RFP, it agrees to use the attached lease form.
- B. TERM. Provide proposal for a five (5) and ten (10) year lease terms.
- C. SPACE MEASUREMENT. Usable square feet for purposes of the lease agreement and calculating rent shall be computed by measuring the inside finished surface of exterior walls to the inside finished surface of building corridor and other permanent walls or to the center of walls separating the Leased Premises from other tenant space. If more than 50% of an exterior wall is glass, the dimension is taken from the glass line. Vertical shafts, elevators, stairwells, dock areas, mechanical rooms, and utility and janitor rooms are excluded. Restrooms, corridors, lobbies and receiving areas are excluded, unless these areas are exclusively used by County/lessee. No deductions are made for columns, pilasters or other projections to the building if each is less than four (4) square feet.
- D. RENT. Proposer's response to this "Lease Proposal Request" must include gross rental rate quotes for each year of the five (5) and ten (10) year lease term for both office and storage space. The rental rate must include all operating costs, including but not limited to, real estate taxes, insurance, recycling, tenant improvements, janitorial services (including lamp, ballasts and starter replacement for light fixtures).
- E. PARKING Include the cost per stall per month for the lease term for parking and diagram(s) indicating the location(s) of the parking requirements set forth below:
1. Visitor: minimum of 4 visitor-parking stalls for the County's exclusive use, at no cost to visitors or the County.
 2. Employee. Minimum of 10 parking stalls for employees.
- F. EXPANSION SPACE No expansion space is required at this time.

VI. SCHEDULE

Issue Lease Proposal Request	March 8, 2006
Deadline to Submit Letter of Intent	4 PM March 8, 2006
Deadline to submit questions	4 PM March 10, 2006
Response to questions sent	March 13, 2006
Proposals due to Property Management Department 50 West Kellogg Blvd, Suite 660 St. Paul, MN 55102	4 PM March 17, 2006

PROPOSALS WILL NOT BE ACCEPTED AFTER 4:00 PM ON MARCH 17, 2006

Occupancy Date: Open

VII. PROPOSAL RESPONSE REQUIREMENTS

The proposal must contain the following information, presented in the order shown:

- A. Provide proposed Lease Space address and a map of the general area with the site identified on the map. Include any aerial photographs of site and surrounding area.
- B. Provide complete description of the building including;
 - 1. Year Built
 - 2. Architectural Description
 - 3. BOMA Classification
- C. Provide a description of the on-site parking availability. Include number of total available parking spaces; provide a drawing of parking spaces in relation to the building; provide information on contract parking if available and the contract parking rates.
- D. Provide information on the office space configuration.
 - 1. Total rentable square feet in building.
 - 2. Total amount available for Ramsey County office space under proposed lease.
- E. Provide information on the storage/light manufacturing space configuration.
 - 1. Total rentable square feet of storage space in building.
 - 2. Total amount available for Ramsey County storage space under proposed lease.
 - 3. Describe the storage space security, access to loading docks, etc.
- F. Provide information on the construction/build-out schedule.
 - 1. When would space be available?
 - 2. Provide a DRAFT construction schedule based upon the build-out necessary for the program provided.
- G. Describe the technology infrastructure available at this site.
 - 1. Describe what the building has for high-speed voice and data wiring.
 - 2. Describe the proposed access to high-speed voice and data to the building; i.e., fiber connection, T1 connections, redundant fiber, etc.
- F. Tenant Improvements
 - 1. Provide a \$/SF allowance for TI's.

2. Provide a description of your typical TI's including quality and choice of finishes.

G. Lease Rates

1. Provide a lease schedule for FIVE (5) years for both office space and storage/light manufacturing space. The rate shall include all operating costs including, but not limited to; rent, real estate taxes, insurance, recycling/trash, tenant improvements, and janitorial services.
2. Provide a lease schedule for TEN (10) years for both office space and storage/light manufacturing space. The rate shall include all operating costs including, but not limited to; rent, real estate taxes, insurance, recycling/trash, tenant improvements, and janitorial services.

H. Provide detailed description of the Building Operations including;

1. On-site Management Company.
2. Describe any on-site security features. (photo ID card access, video camera monitoring, staffed security desk, after hours access, etc.)
3. Building hours of operation.
4. Redundant power (on-site back up generator?)
5. Describe the HVAC system.
6. Describe any cafeteria or lunchroom space available to tenants/visitors.
7. Describe other unique features of the building operations.

I. Provide a Profile of the Major Tenants in the building.

1. Describe the business activities of each tenant.

J. Describe any other unique site or building amenities that would be beneficial to Ramsey County.

VIII. PROPOSAL PROVISIONS

- A. To be eligible to submit a proposal, interested persons or firms must send a "non-binding letter of intent" no later than 4:00 p.m. on March 8, 2006 by email to Jolly.Mangine@co.ramsey.mn.us or by fax to (651) 266-2264. Only those persons or firms submitting this letter will be eligible to submit a proposal and receive changes regarding the proposal or responses to questions about this

proposal. The "non-binding letter of intent" to submit a proposal must include the following:

- (1) a subject line of "Request for Lease Proposal for Ramsey County Regional Rail Authority",
 - (2) a statement that potential responder intends to submit a proposal, and
 - (3) a contact person, phone number, fax number and email address.
- C. In the interest of consistency of response to questions that arise in the development of your proposal, please direct all questions in writing by e-mail or facsimile to Jolly.Mangine@co.ramsey.mn.us or fax to (615) 266-2264. Questions may be submitted up to 4:00 p.m. on March 10, 2006. Answers obtained through questions posed by some other means or to some other individual or entity must not be relied upon by you and will not be considered in evaluating your proposal.
- D. Responses to questions will be sent via fax or email on March 13, 2006 only to those who have submitted a "non-binding letter of intent " to submit a proposal by the March 8, 2006 deadline.
- E. **Proposer must provide a specific response defining compliance with each item set forth in all Sections of this Lease Proposal Request.**
- F. Proposals submitted must remain valid for ninety (90) days from proposal due date.
- G. The County reserves the right to reject any and all offers and proposals received.
- H. Proposer may be asked to present their proposal to a review committee and/or provide a tour of the proposed location(s).
- I. Proposer must provide a schedule for construction/remodeling for occupancy in terms of number of days. A date for occupancy is open and will be negotiated.
- J. The proposal must be signed by an individual authorized to bind the Proposer and shall contain a statement of the name, title, address and telephone number of an individual with authority to negotiate and contractually bind the company. The County's representative may contact this individual during the period of the proposal evaluation.
- K. The Lease Proposal Request does not commit the County to enter into a lease or to pay any costs incurred in the preparation of a proposal to this request. The State reserves the right to accept or reject any or all proposals or parts thereof received as a result of this request.

- L. Conflict of Interest. Proposer covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder.
- M. One original and Three (3) copies of the completed proposal must be submitted no later than 4:00 p.m. on March 17, 2006 to:
Ramsey County Property Management
50 West Kellogg Blvd, Suite 660
Saint Paul, MN 55101
ATTN: Jolly Mangine, Director

E-mail responses will not be accepted.

EXHIBIT A
Ramsey County Records and Revenue Department Space Program

Estimated Office Space Square Footage Needs:

Division:	Administration	4,500 SF
Total General Office Space:		4,500 SF

*** Total General Office Space includes square footage calculations for Other Spaces including Common Use Functions, Storage Needs, and Specialized Spaces described below.*

Staff Breakdown :

Current Administration	6	Staff
Future Staff	<u>8</u>	Staff
Total Department Staff by 2007:	14	Staff

Staff Description by Job Classification:

Executive Office Staff	1
Professional Staff	3
Technical/Special Staff	0
Clerical Staff	2

Other Spaces:

***The square footage for these spaces are estimates and are included in the total square footage figures above.*

Common Use Functions

<u>Space Type</u>	<u>Number of Spaces</u>	<u>Total Square Footage**</u>
Lobby/Reception Area		450 SF
Seating 4 - 8	1	
Conference Rooms:		996 SF
Seating 6 - 8 14' x 14'	1	
Seating 20 - 35 20' x 30'	1	
Copy/Work Rooms	1	300 SF

Active File/Storage Needs:

***The square footage for these spaces are estimates and are included in the total square footage figures above.*

- Every workstation typically has 3 vertical files and 3 lateral files.
- Every private office typically has 2 vertical files and 1 lateral files
- There is a file room containing 6 vertical files

Specialized Spaces:

***The square footage for these spaces are estimates and are included in the total square footage figures above.*

<u>Space by Type</u>	<u>Number of Spaces</u>	<u>Total Square Footage</u>
Library	1 24' x 12'	288 SF

Parking Information:

Approximately 67% of the Regional Rail staff are required to use their personal vehicles for County business on a weekly basis.

Total number of parking spaces required for staff will depend on access to public transportation in relation to the building. It is anticipated that a total of 10 dedicated spaces will be required for staff parking.

Client/Customer parking will require not less than 4 dedicated parking spots

EXHIBIT B
Ramsey County Sample Lease

LEASE

This lease, dated this (DATE), between (LESSOR, ADDRESS) (hereinafter "LESSOR") and Ramsey County, a political subdivision of the State of Minnesota, (hereinafter "LESSEE"):

WITNESSETH:

DESCRIPTION OF PREMISES

LESSOR hereby leases to LESSEE, and LESSEE hereby rents from LESSOR, the premises situated in the City Of (CITY, COUNTY), State of Minnesota, known and described as follows:

Approximately (NUMBER) square feet of general office space and common area as defined herein:

(ADDRESS/DESCRIPTION) (hereinafter "PREMISES"), as shown in Exhibit "A" attached hereto and made a part hereof, together with the rights, privileges and appurtenances to the same belonging.

TERM

The term of this lease is (NUMBER) months commencing on (DATE/YEAR) and ending on (DATE/YEAR), for a term of (X) years, upon the conditions and mutual covenants following.

Notwithstanding the foregoing, if the Premises shall, on the scheduled Commencement Date of the Term, not be ready for occupancy by the Lessee because construction of Lessee build outs has not yet been completed, or by any reason of any building operations, repair or remodeling to be done by the Lessor, the Lessor shall use good faith efforts to complete such build out, building operations, repair or remodeling to deliver possession of the Premises to Lessee in a timely manner. The Term shall be automatically extended so as to include the full number of years of the Term, and the Commencement date shall be the date the Lessee actually occupies the Premises. Provided, that if the Commencement date arising from such late occupancy is other than the first day of a calendar month, the Term shall be extended for the remainder of the calendar month in which possession is tendered.

1. RENTAL

In consideration of the promises made herein, LESSEE shall occupy the PREMISES commencing DATE. The rental rates for the lease period are as follows:

<u>Lease Period</u>	<u>Rate/SF Per SF</u>	<u>Annual Lease Amt</u>	<u>Monthly Payment</u>
Year 1:	\$?/sq. ft.	\$?	\$?/mo.
Year 2:	\$?/sq. ft.	\$?	\$?/mo.
Year 3:	\$?/sq. ft.	\$?	\$?/mo.
Year 4:	\$?/sq. ft.	\$?	\$?/mo.
Year 5:	\$?/sq. ft.	\$?	\$?/mo.

Rental payments are due and payable, in advance, on the first day of each month during said term.

No rent shall be payable under this lease until LESSEE has been placed in possession of the PREMISES with all utility services and initial improvements agreed to be furnished LESSEE hereunder are available for use. If the lease term as stated above commences on a day other than the first day of a calendar month or shall end on a day other than the last day of a calendar month, or if LESSEE is placed in possession of the PREMISES after the commencement date as stated above on a day other than the first day of a calendar month, the rental for such first or last fractional month shall be such proportion of the monthly rental as the number of days in such fractional month bears to the total number of days in the calendar month.

LESSOR agrees to mail or personally deliver to LESSEE all original bills and rental statements as follows:

Ramsey County
Department of (DEPARTMENT NAME)
(ADDRESS)
(CITY, STATE, ZIP)
(CONTACT PERSON)

2. INITIAL IMPROVEMENTS (If Applicable)

LESSOR, at its sole cost and expense, will prepare the PREMISES in accordance with the specifications indicated on Exhibit "B" which preparation is herein referred to as "INITIAL IMPROVEMENTS". LESSOR will commence such work promptly upon the execution of this lease, and will complete said work by (DATE). If work is not completed by such date, for any reason except delays caused by change orders authorized by LESSEE in the manner described below, LESSEE shall have the right to terminate this lease without liability upon giving written notice to LESSOR prior to substantial completion of such initial improvements. Any deviations from the specifications shall be permitted only upon the prior written authorization of LESSEE's Director of Property

Management and LESSEE shall not be responsible for any cost or expense of changes not so authorized. LESSOR at its sole cost and expense will install heating, ventilating and air conditioning equipment, ducts, outlets and controls fully adequate to maintain the environmental comfort conditions required under this lease throughout the PREMISES. The design for lighting, heating, ventilating and air conditioning shall take into account the partitioning shown on the specifications. All improvements shall be in compliance with applicable building codes and the Americans with Disabilities Act.

In performing the work identified in the Exhibit "B", LESSOR will make every reasonable attempt to use environmentally responsible construction practices and materials, including separation for recycling of scrap wood and packaging materials which are in a condition acceptable to recycling facilities, selection of building materials and components with a preference for those with recycled content, use of low-VOC paints and finishes and other practices which minimize waste and the use of hazardous materials.

3. ALTERATIONS: TRADE FIXTURES

During the term hereof or any renewal term, LESSEE may make alterations desired for the conduct of its business, provided that structural alterations shall be made only on LESSOR's written consent, which, however, shall not unreasonably be withheld. LESSEE shall hold LESSOR harmless from loss or liability arising from non-payment of persons supplying goods or work in the course of any alterations, additions or improvements. Upon the expiration or sooner termination of this lease or renewal term, LESSEE shall have no liability to LESSOR on account of alterations, additions or improvements, provided LESSEE surrenders the PREMISES in the state in which the LESSEE was using the PREMISES immediately before the expiration or termination. Also, upon the expiration or sooner termination of this lease or renewal term, and disposition of moveable office furnishings will be mutually agreed to by both parties.

4. USE

The PREMISES shall be used and occupied for office operations, storage, client services, and any other lawful use in connection with LESSEE's business. LESSOR covenants that the PREMISES are properly zoned for the use required by the LESSEE in conducting its business herein before described. If zoning or other laws or ordinances regulating the use of the PREMISES in effect at any time during the term thereof shall make it unlawful for LESSEE practicably to conduct its business at the PREMISES, LESSEE shall have the right to terminate this lease with no liability upon giving written notice to LESSOR. LESSEE shall hold LESSOR harmless from penalties and fines imposed on the conduct by LESSEE of its business in the PREMISES in a manner different from its ordinary and usual manner of conducting such business. LESSEE shall not permit any action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger LESSOR or any other LESSEES or LESSEES of the project.

5. SIGNS

LESSEE, with LESSOR'S prior written consent which shall not be unreasonably withheld, may, at LESSEE'S own risk and expense, lawfully erect or place its standard signs concerning the business of LESSEE within the building containing the PREMISES and/or on the exterior walls thereof and/or elsewhere on the PREMISES and LESSEE agrees to maintain said signs in good state of repair; to save LESSOR harmless from loss, cost or damages as a result of such signs and to repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs. At the end of the term hereof or any renewal thereof, LESSEE agrees to remove such signs at its own expense.

6. TAXES, UTILITIES AND SERVICES

LESSOR covenants at its sole cost and expense:

To pay all real estate taxes and assessments relating to the PREMISES subject to tenant's payment to Landlord (in addition to the rent outlined in Article I of this lease) of incremental increases in the real estate taxes and assessments above the base year DATE.[Need to define "incremental increase" as, Lessee shall pay any incremental increase in proportion to the amount of space it occupies in the Building.]

To furnish the following services for the PREMISES as scheduled:

Electrical energy for lighting, for operation of all business machines, computers, and equipment used by LESSEE in the conduct of its business and for all other reasonable uses in connection with LESSEE's business, excluding operation of a computer room.

Hot and cold water and sewer for normal office needs.

Heating and Cooling: LESSOR warrants that the Leased Premises are served by heating and cooling facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions, assuming optimal use by LESSEE of all thermostats and other climate control devices, such as the opening or closing of blinds, doors and vents, within the Leased Premises. LESSOR shall provide LESSEE with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperatures are as follows:

From October 1 through April 30, the acceptable range of temperatures shall be between 70.5 degrees and 74.5 degrees;

From May 1 through September 30, the acceptable range of temperatures shall be between 72.0 degrees and 76.0 degrees.

LESSOR shall establish the area operating temperature by 7:00 a.m. and maintain until 5:00 p.m. Monday through Friday.

Relative Humidity

LESSOR warrants that the Leased Premises are served by heating, cooling and other facilities of a design capacity sufficient to maintain the Leased Premises at a humidity level within the range of 20% - 60% relative humidity, assuming optimal use of the thermostats and other climate control devices, such as the opening or closing of blinds, doors and vents, within the Leased Premises.

Ventilation:

LESSOR shall provide a minimum of 20 cubic feet of outdoor fresh air per minute per person to the Leased Premises as outlined in Table 2 of ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62-1989. An air cleaning device shall be used in the ventilation system which filters the outdoor air and shall have a minimum filtration efficiency rating of 30 percent as measured by ASHRAE Standard 52-92 Atmospheric Dust Spot Efficiency Rating. If air filters are used, LESSOR shall change the filters at least three (3) times per year, preferably in March, July and November, or more often as required.

Where there is a secondary filtration system, such as buildings with heat pumps, the secondary filtration system shall have a minimum filtration efficiency rating of ten (10) percent as measured by ASHRAE Standard 52-92 Atmospheric Dust Spot Efficiency Rating. If air filters are used, LESSOR shall change the filters at least two (2) times per year or more often if required.

6. LIGHTING

LESSOR shall provide the Leased Premises with overhead lighting within the range of 20 to 50 foot-candle power at desk level, and 20 to 30 foot-candle power at the desk level in designated areas where VDT (computer monitor) use is over 50% of the time.

7. VENDING

LESSOR to designate sources for vending machines, mobile vending services, pay telephones, and like services used about the premises.

C. To provide the following:

Adequate lavatories and toilets for use of LESSEE's agents, employees, servants and invitees; maintain such lavatories, toilets, toilet rooms in good working order; and keep them in a safe and a sanitary condition; well-lighted and ventilated.

Electric bubbler-type drinking fountain.

Paved parking spaces for automobiles for the non-exclusive use of LESSEE'S employees and invitees to be supplied in or adjacent to the building in which the PREMISES are located. LESSOR shall have no obligation to monitor the parking area.

Waste removal and recycling services provided by vendor(s) that will deliver all acceptable waste materials to the Ramsey/Washington Resource Recovery Facility. Vendor(s) shall also transport all separated recyclables to a recycling processing facility or to a facility accepting source separated recyclables for the purpose of recycling, as defined by Minnesota State Statute. Vendor(s) shall, upon request and annually provide evidence such as receipts or other documentation of the final destination of all waste and recyclable materials removed from the PREMISES.

To remove snow and ice from driveways, parking areas and sidewalks. If snow and/or ice conditions develop during normal business hours, LESSOR agrees to keep said areas as clear as weather conditions permit, to allow ingress and egress to and from public roads and to minimize hazards. If snow and/or ice conditions develop or prevail during other than normal business hours, LESSOR agrees to have said areas cleared of snow and/or ice by 7:30 a.m. of the next business day.

To maintain any lawns, planters, or other planting, surrounding the building in which PREMISES are located, including prompt replacements as needed to maintain quality standards of a first class office building.

To supply and install initial and replacement lighting lamps, tubes, ballasts and fixtures on an as needed basis; to service and clean all lighting fixtures at end of each lease year.

To maintain the PREMISES in compliance with applicable building codes and the Americans with Disabilities Act at the time of occupancy.

7. REPAIRS

Except for LESSOR's obligations under paragraph 6 hereof, LESSEE shall keep the PREMISES clean and free from dirt and other refuse, and shall make all repairs to the PREMISES that are required as a result of the fault or negligence of LESSEE or its employees. LESSOR shall, at its sole cost and expense, promptly make all repairs as and when required in and about the PREMISES, except repairs which are required by the expressed provisions of this lease to be made by LESSEE. Without limitation of LESSOR's obligations as above stated. LESSOR shall make all needed ordinary and extraordinary inside, outside, mechanical and structural repairs to the PREMISES including, but not limited to, repairs to the roof, foundation, walls and floors, and concealed plumbing, wiring and piping; replace all worn out or destroyed building equipment; maintain lighting at the foot candle intensity specified in paragraph 2; maintain all walks, driveways and parking areas in safe, clean and first class condition including, but not limited to, marking, striping, and signage pertaining thereto as well as making prompt repair of any breaks in the paved surface; and maintain air conditioning,

heating, ventilating equipment and controls so as to reasonably assure performance in accordance with the criteria standards specified.

8. INSURANCE

The LESSOR certifies that it shall maintain throughout the term of the lease the following minimum coverages and comply with all provisions noted. Acceptance of such coverages shall be at the approval of the LESSEE'S Risk Manager. Certificates of Insurance shall be issued evidencing such coverage to Lessee. Lessor shall purchase and maintain such insurance as will protect Lessor from any claim which may arise out of or result from this lease; whether such claim arises due to Lessor or by any subcontractor or by anyone directly employed by them or by anyone for whose acts anyone of them may be liable.

- A. Fire and extended coverage insurance covering the building and its personal property.
- B. Liability insurance coverage for its operations and the use of the building.
- C. LESSEE shall procure and maintain the following insurance coverage throughout the term of this lease, at its own expense:

Fire and extended coverage covering property of LESSOR.

Liability insurance including self-insurance covering its operation on the Premises.

- D. LESSOR and LESSEE hereby waive and release each other, its employees, agents, officials, and officers from all claims, liability and causes of action for loss, damage to or destruction of their respective property resulting from fire or other perils included in the standard property insurance coverage maintained by the parties. Furthermore, LESSOR and LESSEE each agree that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other party.

9. INDEMNITY

LESSOR agrees to defend, to hold harmless and indemnify COUNTY, its officials, officers, employees, agents, representatives, clients, customers or invitees against any and all liability, costs, claims, lawsuits, damages for lawsuits, all expenses, including attorney's fees, and all damages (including but not limited to bodily injury, personal injury, property damage and attorney's fees) arising from or allegedly arising from or related to this agreement, including but not limited to the LESSOR 'S and/or its employees, agents or subcontractors, performance, acts, failure to act, or failure to perform its obligations hereunder, and to pay the costs of and/or reimburse Lessee its officials, officers, employees, agents, representatives, clients, customers or invitees for

any and all liability, costs, lawsuits, damages for lawsuits, all expenses (including without limitation attorney's fees) and all damages (including but not limited to bodily injury, personal injury, and property damage) incurred in connection therewith. The Lessee shall retain the right under these provisions to retain counsel of its choosing.

10. DAMAGES TO PREMISES

In the event of damages to the PREMISES by fire, the elements or other casualty, LESSOR shall repair the damage with reasonable dispatch. If in the opinion of Lessee the damage renders the PREMISES untenable in whole or in such part that LESSEE deems it impracticable to conduct its business therein, the rent shall abate until the damage has been repaired. If in the opinion of Lessee the damage renders the PREMISES untenable in part, but LESSEE continues to occupy other parts of the Premises, the rent shall be reduced in the proportion that the unoccupied portion of the PREMISES bears to the entire premises until the damage has been repaired. If the damage is not repaired by LESSOR within a reasonable time, or in any event within 120 days, LESSEE shall thereupon have the right to terminate this lease forthwith upon giving the LESSOR written notice of such termination. Notwithstanding the foregoing provisions of this paragraph, either party shall have the option to terminate this lease forthwith upon giving written notice to the other party, in the event the PREMISES or the building containing the PREMISES are destroyed from any cause by more than 50%. All rent paid in advance shall be apportioned in accordance with the foregoing provisions as of the date of such damage.

11. CONDEMNATION

In the event that the PREMISES, or any part thereof, shall be condemned for public use, then, and in that event, upon the vesting of title to the same for such public use, this lease shall terminate anything herein contained to the contrary notwithstanding except that LESSEE shall have the right to prove and collect the value of the trade fixtures installed by it, for moving expenses and for other special damages. In the event of such termination of this lease, all rent paid in advance shall be apportioned as of the date of such termination. Notwithstanding the foregoing provisions of this paragraph, in the event that only a part not so taken shall be sufficient for the operation of LESSEE's business, LESSEE, at its election, may retain the part not so taken and there shall be a proportional reduction in the rent.

12. SUBORDINATION

This lease is, and shall be, subordinate to any mortgage or mortgages which now encumber the PREMISES, and LESSEE agrees to execute and deliver any instruments which may be required to further effect such subordination, but it is agreed that as to any mortgage or mortgages which may be placed upon the PREMISES after the date hereof, this lease shall be subordinate provided, however, that the mortgagee of any such mortgage shall covenant that LESSEE's leasehold interest hereunder shall not be foreclosed in any action brought under such mortgage if at the time of the bringing of an

action to foreclose LESSEE is not in default in the payment of rental or in the performance of other obligations under this lease, with due allowance to be given for the payment of any past due rental or for the correction of any other default by LESSEE within the period of any notice given or required to be given by the terms hereof.

13. DEFAULT BY LESSEE

The occurrence of any of the following shall constitute a material default and breach of this lease by LESSEE:

1. Any failure by LESSEE to pay rent or any other monetary sums required to be paid hereunder where such failure continues for thirty (30) days after written notice thereof from LESSOR to LESSEE.
2. The abandonment or vacation of the PREMISES by LESSEE.
3. The attachment, execution or other judicial seizure of substantially all of LESSEE's assets located at the PREMISES or of LESSEE's interest in this lease, where such seizure is not discharged within forty-five (45) days.
4. A failure of LESSEE to observe and perform any other material provision of this lease to be observed or performed by LESSEE, where such failure continues for thirty (30) days after written notice thereof by LESSOR to LESSEE, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period, LESSEE shall not be deemed to be in default if

LESSEE shall within such period commence such cure and, thereafter, diligently prosecute the same to completion. Notice by LESSOR shall state with specificity the provision of this lease alleged to be breached and the act or acts of LESSEE acceptable to LESSOR as a cure thereof.

In the event of any breach or default by LESSEE of a material term or condition of this Agreement, LESSOR may, at any time thereafter without limiting LESSOR in the exercise of any right or remedy at law or in equity which LESSOR may have by reason of such default or breach, serve a written notice on LESSEE that LESSOR elects to terminate this lease upon a specified date not less than sixty (60) days after the date of the serving of such notice, and this lease shall then expire on the date so specified as if that date had been originally fixed as the expiration date of the term herein granted and without any right of renewal thereafter. No default shall be deemed waived unless in writing and signed by LESSOR except that a default in the payment of rent or additional rent shall be deemed waived if such default is made good before the notice of termination of this lease shall have been served on LESSEE.

14. DEFAULT BY LESSOR

If default is made by LESSOR in the performance of the conditions or covenants of this lease, LESSEE, in addition to all other remedies now or hereafter afforded or provided by law, may at its election, perform such covenant or agreement for or on behalf of LESSOR or make good any such default and any amount or amounts which LESSEE shall advance pursuant thereto shall be repaid by LESSOR to LESSEE on demand, and if LESSOR shall not repay any such amount or amounts upon demand, LESSEE shall have the privilege of deducting same from the next installment or installments of rent to accrue under this lease.

15. NON-WAIVER OF DEFAULTS

Any failure or neglect by either party to assert or enforce any rights or remedies because of any breach or default by the other hereunder shall not (except as to those specified instances herein when express time limits are provided for the taking of action) prejudice or affect their respective rights or remedies with respect to any subsequent breaches or defaults, and shall not be construed as a waiver of their respective rights to assert and enforce any rights or remedies for subsequent breaches or defaults.

16. NOTICES

All notices or demands given or required to be given hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient's address or addresses below set forth or at such other address or addresses as the intended recipient may have theretofore specified in a written notice to sender given in accordance with the requirements of this paragraph. Any such notice so given shall be deemed given on the day of deposit in the United States mail, and if sent as aforesaid shall be effective whether or not received by the addressee.

For LESSOR:

(NAME)
(ADDRESS)

For LESSEE:

Julio Mangine, Director
Department of Property Management
50 W. Kellogg Boulevard, Suite 660
Saint Paul, MN 55102
Fax: 651-266-2264

and (NAME of County Dept Contact)
(ADDRESS of County Dept)

17. QUIET ENJOYMENT

LESSOR agrees that upon compliance with the terms and conditions of this lease, LESSEE shall and may peaceably and quietly have, hold and enjoy the leased premises for the term of this lease and any renewal of said term.

18. ASSIGNS

The terms and conditions of this lease shall be binding upon and shall insure to the benefit of the legal representatives, successors and assigns of the parties hereto.

19. ENTRY BY LESSOR

LESSOR, its employees, agents and contractors shall have the right to enter the PREMISES upon the following terms: at reasonable hours for the purpose of performing the work and services required of LESSOR under this lease, at reasonable hours and upon reasonable notice to make inspections of the PREMISES, at any time in the event of an emergency.

20. RENEWAL RIGHTS (unless otherwise agree to under TERM)

LESSEE shall have the right to renew this lease for an additional term of (NUMBER) years at a rate agreeable to both parties and on all the same terms and conditions upon giving the LESSOR written notice not less than sixty (60) days prior to the end of the term provided herein and, if this right is exercised, a further right to renew for an additional term of not less than one (1) year on the same terms and conditions upon giving written notice not less than one hundred and twenty (120) days prior to the end of the first extended term.

21. SURRENDER

At the expiration of said term or any renewal thereof, LESSEE will quit and surrender the PREMISES hereby leased in as good state and condition as reasonable use and wear thereof will permit, damage by the elements, fire and other casualty excepted.

22. SEVERABILITY

If any term or provision of this lease shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this lease shall not be affected thereby but each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law

23. SUBLET

Notwithstanding any other terms of conditions to the contrary in this lease, it is understood and agreed that LESSEE shall not sublet or assign the lease without the

written consent first of LESSOR except to another County department or affiliated agency of LESSEE. The consent of LESSOR to any other assignment or subletting will not be unreasonably withheld.

24. CANCELLATION WITH CAUSE

LESSEE may cancel this lease upon default by LESSOR in the performance of the conditions and covenants of this lease where the default continues for fifteen (15) days after written notice from LESSEE to LESSOR and have no further obligation to LESSOR.

25. CANCELLATION WITHOUT CAUSE

LESSEE may cancel this lease without cause at any time upon sixty (60) days written notice to LESSOR. If canceling without cause LESSEE shall pay for the unamortized costs associated with the Initial Improvements made by LESSOR as described in Paragraph 2 of this lease.

26. HEADINGS

Headings in this lease are for convenience only and are not to be construed as a part of this lease nor to define or limit in any way the scope or intent of the provisions hereof.

27. EQUAL OPPORTUNITY EMPLOYMENT

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

28. ACCESS TO RECORDS/AUDIT

The LESSEE, its authorized representative, or the state auditor, shall have full access to all records pertaining to this lease. LESSOR agrees to maintain records relating to this lease and shall retain all such documentation for six (6) years following the termination of this lease. Such records shall be made available for audit or inspection at any time upon request of the LESSEE or its authorized representative.

29. APPLICABLE LAW

This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the State of Minnesota, District Court, Second Judicial District. EACH OF LESSOR AND LESSEE

HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS LEASE.

30. NON-VIOLENCE

The Lessor shall make all reasonable efforts to ensure that Contractor's employees, officials and subcontractors do not engage in violence while performing under this contract. Violence, as defined by the Ramsey County Workplace Violence Policy, is any action that is the use of physical force, harassment, or intimidation or abuse of power or authority where the impact is to control by causing pain, fear or hurt. The Lessor shall be considered in compliance with the requirements of this provision if it complies with the provisions of its own Policy on Employee Conduct, which is in substantial conformance with the Ramsey County Workplace Violence Policy.

31. WORKFORCE DIVERSITY

Lessor shall make good faith efforts throughout the term of this Contract, and any extensions thereof, to employ persons of color for all classifications of work under this lease, and shall, if requested by LESSEE, submit a written report regarding the efforts and results of such efforts.

32. HAZARDOUS MATERIALS

Except for Hazardous Material contained in products used by LESSEE in de minimis quantities for ordinary cleaning and office purposes, LESSEE shall not permit or cause any party to bring any Hazardous Material upon the PREMISES or transport, store, use, generate, manufacture, dispose, or release any Hazardous Material on or from the PREMISES without LESSOR'S prior written consent. LESSEE, at its sole cost and expense, shall operate its business in the PREMISES in strict compliance with all environmental requirements and all requirements of this Lease.

33. SUBCONTRACTOR PAYMENT

Prime contractors shall pay any subcontractor within ten (10) days of the prime contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The prime contractor shall pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

34. ENTIRE AGREEMENT

This instrument, with any exhibits and riders attached hereto, contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This lease and the exhibits and riders may be altered, amended, or revoked only by a subsequent instrument in writing signed by duly authorized representatives of LESSOR and LESSEE.

35. CONSTRUCTION

The parties agree that counsel for both parties have reviewed this Agreement. Accordingly, neither party shall be deemed to have drafted this Agreement and it shall not be construed against either party by virtue of the drafting thereof in the event of a dispute.

IN WITNESS THEREOF, the parties have caused this lease to be executed as of the day and year first above written.

LESSEE
COUNTY OF RAMSEY

LESSOR

By:
(Commissioner NAME)
Chair, County Board

NAME OF LESSOR

Chief Clerk
Board of County Commissioners

By:

By: _____
Name: _____
Title: _____

DEPARTMENTAL RECOMMENDATION

(NAME), Director
(DEPARTMENT)

Julio Mangine, Director
Property Management

Budgeting and Accounting

Funds are Available: _____

APPROVED AS TO FORM
AND INSURANCE:

Assistant Ramsey County Attorney

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

8

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

2/6/06
Date

Board Action Requested

Authorize Director to send a letter to terminate Lease LNE019 with 3M for Railroad Spur Track that has been removed.

ACTION IS REQUESTED

Request Justification

See attached information: 1) Proposed resolution;
2) Memorandum from Kathy DeSpiegelaere, dated February 3, 2006, and attachments.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

February 14, 2006
Board Date

Angelique Taylor
Signature

2/6/06
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

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

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, The Ramsey County Regional Railroad Authority has executed Easement 049 with the City of St. Paul for a permanent easement to use RCRRA right of way for the construction and permanent roadway, Phalen Boulevard, from Payne Avenue to Johnson Parkway in St. Paul; and

WHEREAS, The Ramsey County Regional Railroad Authority has lease LNE019 with 3M for railroad spur tracks to serve the 3M fuel tank farm located near Forest in St. Paul; and

WHEREAS, due to the construction of the Phalen Boulevard roadway, lease LNE019 with 3M must be terminated; Now, Therefore Be It

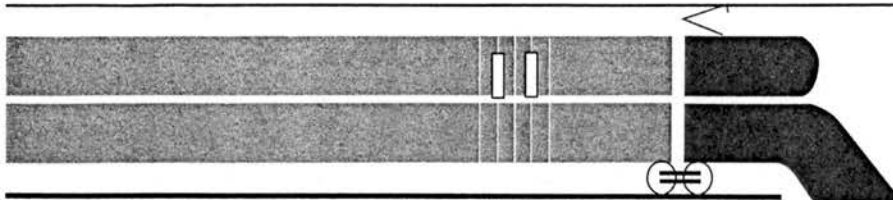
RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Director to sign a letter terminating lease LNE019.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

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

MEMORANDUM

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

FROM: Kathryn DeSpiegelaere, Director *KD*

DATE: February 3, 2006

SUBJECT: Terminate Lease LNE019 with 3M

On July 22, 2003, Ramsey County Regional Railroad Authority (RCRRA) provided the City of St. Paul with an easement to construct the Phalen Boulevard on RCRRA right-of-way.

RCRRA has lease LNE019 with 3M for a railroad spur track near Forest Street in St. Paul (see Attachment 1). The City and 3M executed a purchase agreement for the removal of a railroad spur track. The track was removed for the construction of Phalen Blvd.

RCRRA must now terminate its lease with 3M for this use. Attached is a letter to 3M regarding this termination (see Attachment 2).

Recommendation:

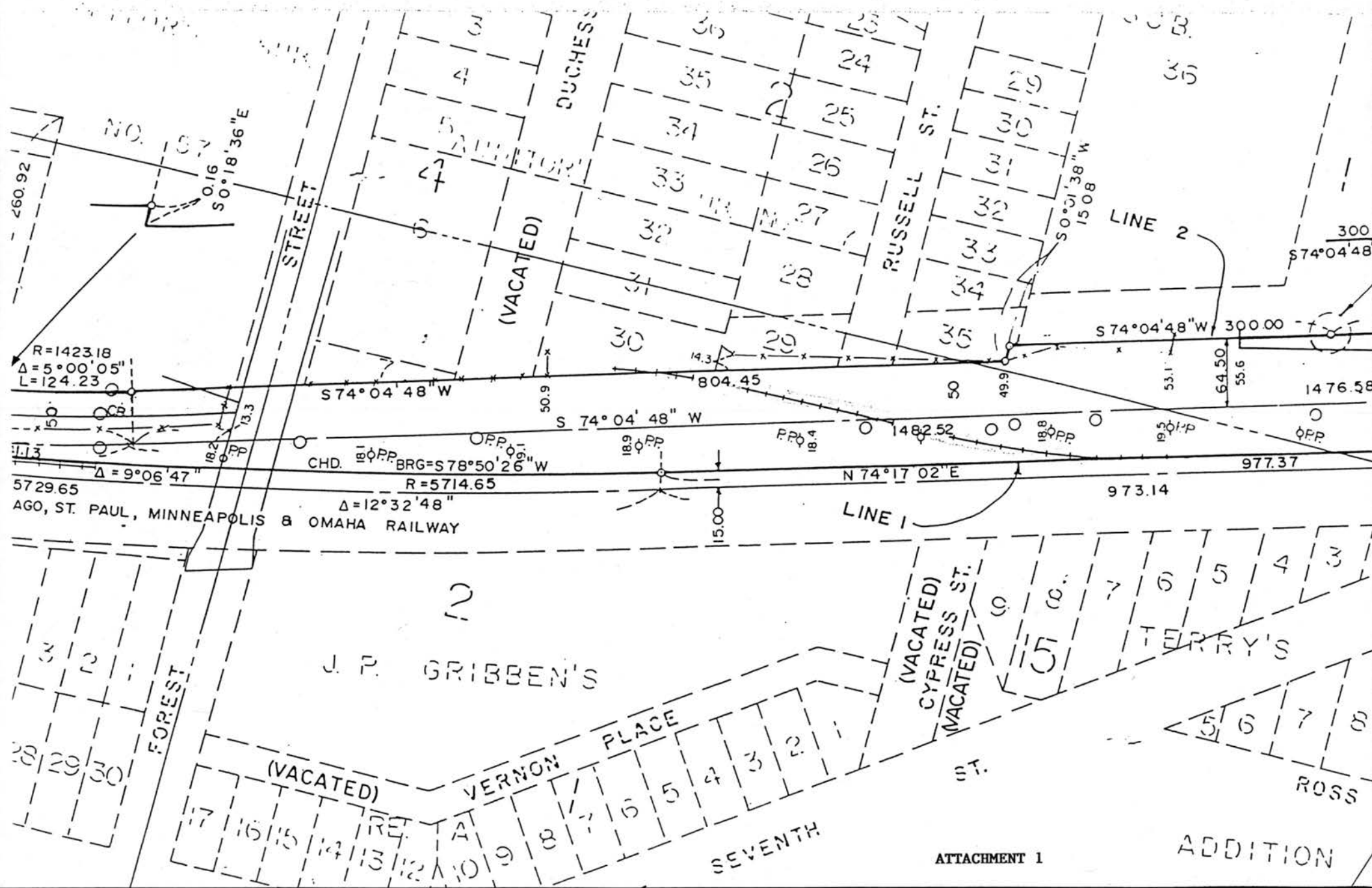
Consider terminating leases LNE019 with 3M and authorize the Director to sign the letter terminating the lease.

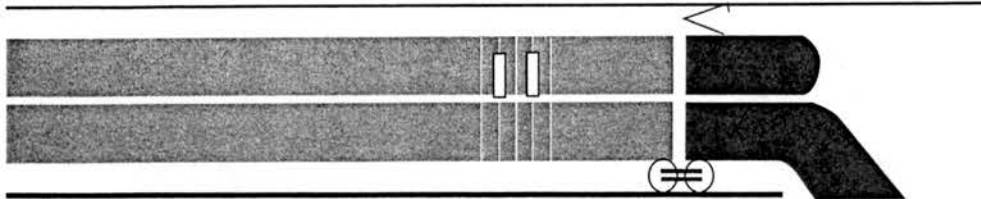
Attachments:

1. Location of Lease LNE019
2. Proposed Termination Letter to 3M
3. Lease LNE019

av

3





Ramsey County Regional Railroad Authority

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

February 14, 2006

Ms. Jill Smith
3M Real Estate
3M Center
Building 225-1N-05
St. Paul, MN 55144-1000

Dear Ms. Smith:

As you are aware, the City of St. Paul has constructed the Phalen Boulevard on St. Paul's east side. A section of this roadway from Arcade Street to Johnson Parkway was constructed within right of way owned by Ramsey County Regional Railroad Authority (RCRRA). The RCRRA has granted the City an easement to construct their roadway on this right of way.

The RCRRA has agreement LNE019 with 3M for utilization of a railroad spur track within this area of Phalen Boulevard. The City has removed the railroad spur, and has constructed the Phalen Boulevard. Please consider this a notice of termination for lease LNE019.

Sincerely,

Kathryn DeSpiegelaere, Director
Ramsey County Regional Railroad Authority

ATTACHMENT 2

LEASE

THIS LEASE AGREEMENT, made this 6 day of January, 1997, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and Minnesota Mining and Manufacturing Company, a Delaware corporation, party of the second part (hereinafter referred to as "3M").

WITNESSETH:

WHEREAS, on February 11, 1953, 3M entered into an agreement with Northern Pacific Railway Company to provide for the construction, maintenance, and operation of a railroad spur track to serve the 3M fuel tank farm located northerly and adjacent to the Northern Pacific Railroad Company right of way between Forest and Earl Streets in the City of St. Paul, Minnesota, and

WHEREAS, in 1987, Burlington Northern Railroad Company, successor in interest to Northern Pacific Railroad Company, abandoned its right of way in this area for railroad purposes, and subsequently removed all of its tracks, ties, and related facilities from the right of way, including the turnout connection to the 3M rail spur, and

WHEREAS, soon after the removal of the Burlington Northern Railroad Company facilities, the railroad spur track serving the 3M fuel tank farm was extended across the Burlington Northern Railroad Company right of way to connect with the operating tracks of the Chicago and North Western Transportation Company (hereinafter "CNW"), and

WHEREAS, no formal agreement was prepared for the relocation of the spur track and the use of the right of way in this manner, and

WHEREAS, on December 27, 1992, RCRRA acquired from Burlington Northern Railroad Company all of the former St. Paul to Maplewood branch line right of way, now abandoned, which includes the strip of land of varying widths located between Forest Street and Earl Street in the City of St. Paul, Minnesota (hereinafter the "right of way"); and

WHEREAS, it is the desire of 3M to maintain the spur track over and across the right of way in order to continue the delivery of materials necessary for the operation of its business; and

WHEREAS, 3M has agreed to defend, hold harmless and indemnify RCRRA for the claims arising out of its maintenance and use of the spur track and has an insurance program that will respond to claims arising out of the railroad spur track; and

WHEREAS, it is the desire of RCRRA to allow 3M the continued use of the spur track, provided that RCRRA's future use of the right of way is not precluded,

NOW THEREFORE, it is agreed as follows:

1. **Leased premises.** RCRRA, in consideration of the rents and covenants hereinafter mentioned, does hereby lease unto 3M, and 3M does hereby take from RCRRA the premises, situated in the County of Ramsey and State of Minnesota, described on Exhibit A hereto attached, incorporated by reference and hereby made a part of this lease agreement (hereinafter referred to as the "leased premises").
2. **Use.** The leased premises shall be for the use of 3M, its agents, subcontractors, tenants, officers, employees, and invitees for rail access from the CNW operating tracks to the 3M property, including the placement of ballast, ties, and trackage (hereinafter the "spur track"), and shall be limited to this specified use. 3M will make no other alterations, additions, or improvements to the leased premises or modify the use or purpose of the leased premises without the prior written consent of RCRRA.

The spur track is and shall remain the personal property of 3M and is not and shall not be a part of the real property of RCRRA on which the leased premises are located.

3M shall keep the leased premises free of any explosive, flammable, or combustible material which would increase the risk of fire, except such materials which are necessary for the operation of 3M's or its tenants' business, shall not handle or store any potentially dangerous or toxic materials, and shall not permit the accumulation of junk, debris, or other hazardous materials.

3. **Term.** The term of this lease agreement shall be ten (10) years, beginning on the 1 day of January, 1998, and terminating on the 31 day of December, 2007, unless terminated earlier as provided in this lease.

At the expiration of this lease agreement, 3M will remove all property and improvements not owned by RCRRA from the leased premises, regardless of who made them, and will quietly yield and surrender the leased premises to RCRRA in as good a condition as when it took them, or an improved condition said premises were later put in by RCRRA or 3M, normal wear and tear and damage from the elements excepted. If 3M shall fail to remove all property and improvements not owned by RCRRA from the leased premises within the six (6) month time limit, its right to do so shall cease at the option of RCRRA, and 3M title to any such property or improvements shall be forfeited and the same shall belong to RCRRA; or, in such case, if RCRRA so elects, it may, at any time after the termination, tear down and/or remove any or all property and improvements at the expense of 3M without any liability for damages. 3M shall thereupon promptly reimburse RCRRA for all expenses incurred by it in such removal.

4. Options to renew. 3M shall have and is hereby granted two (2) options to renew this lease agreement for a term of ten (10) years in each instance, to follow consecutively upon the expiration of the term hereof, upon the same terms and conditions contained herein. Each option to renew shall be exercised by 3M by giving written notice to RCRRA of its intention to renew not less than six (6) months prior to the date of expiration of the initial term, or the first renewal period, as the case may be.

5. Termination. Notwithstanding the provisions of paragraphs 3 and 4 hereof, either party may terminate this lease agreement for any reason, with or without cause, upon six (6) months advance notice in writing to the other party. The six months shall begin to run from the date such notice is deposited in the United States mail, if mailed, or on the date such notice is delivered to the parties identified in paragraph 22 hereof, if delivery is effectuated by means other than United States mail.

6. Rent. 3M shall pay to RCRRA as rent for the leased premises, during the entire term hereof, the sum of Four Hundred Sixty-five DOLLARS (\$465.00) per year due and payable in advance and as follows:

An amount upon execution hereof representing the prorated rental for the period from the date of commencement hereof through December 31, 1997, and \$465.00 on or before January 1, 1998 and following years.

Should the term of this lease agreement terminate on a day other than the last day of a calendar year, the rent payable during that year shall be adjusted on a pro-rata basis. Payments of rent shall be in lawful money. A fee of \$20.00 will be assessed for all checks returned by the bank due to insufficient funds or for any other reason.

The yearly rental rate for this lease term will be determined by RCRRA on a periodic basis in accordance with market conditions and adjusted accordingly.

7. Utilities, services, and taxes. 3M shall be responsible for all costs for water, sewer, and electricity and any other utilities used, consumed, or wasted in connection with the leased premises, and any other services provided to the leased premises, including, but not limited to, waste or trash removal and snow plowing.

3M shall be responsible for all real estate and/or personal property taxes, or payments in lieu thereof, and special assessments arising from 3M's use of the leased premises pursuant to this lease agreement.

8. Maintenance and repairs. 3M accepts the leased premises in the "AS IS" condition without any obligation on the part of RCRRA to make any changes, removals, repairs, or improvements thereto. At all times during its occupancy of the leased premises, 3M shall be responsible to keep the leased premises in a good, clean, and safe condition, to maintain any fixtures, improvements, and equipment thereon, and to use reasonable precaution to prevent waste, damage, or injury from occurring, all at 3M's sole cost and

expense.

3M shall keep the leased premises free of any and all mechanics', materialmen's, and other liens arising out of any work, labor done, services performed, or materials furnished for 3M or claimed to have been so furnished during the term of this lease agreement. 3M agrees to reimburse RCRRA for the costs of repairs to the leased premises necessitated by 3M's misuse or abuse of said premises.

RCRRA shall not be liable to 3M or those claiming by, through, or under 3M for any injury, death, or property damage occurring in, on, or about the leased premises. Without limitations of the foregoing, RCRRA shall not be liable for any loss or damage which may be sustained by 3M or others by reason of the freezing, bursting, overflowing, or defect of any water, sewer, gas or steam pipes, closets, or sinks in, about, or adjacent to the leased premises, nor for loss or damage by reason of the present or future condition of repair of the leased premises, or for loss or damage arising from the acts or omissions of 3M or other tenants or occupants.

9. Indemnification. 3M hereby agrees to defend and does hereby indemnify and hold harmless RCRRA, its commissioners, officers, agents, and employees from and against any and all claims, proceedings, actions or causes of action, lawsuits, judgments, losses, damages, whether direct, indirect, or otherwise, costs and expenses, including reasonable attorney's fees, to the extent that the same is caused by the acts, failure to act, or negligence of 3M in its use of the leased premises pursuant to this lease agreement. 3M will waive its right to subrogation against RCRRA for any injuries to its employees as a result of the use of the leased premises pursuant to this lease agreement.
10. Insurance. In order to protect itself, as well as RCRRA under the indemnification provisions hereinabove set forth in paragraph 9, 3M agrees to purchase and maintain in force at all times during the term of this lease agreement the following minimum insurance coverages applicable to the leased premises, affiliated activities, and/or this lease agreement, and to comply with all provisions noted:

A. General Liability Insurance

OPTION 1: Commercial General Liability Insurance

Minimum limits: ^{\$750,000} ~~300,000~~ _{300,000}
\$ ~~600,000~~ each event limit
\$ 1,000,000 general aggregate
\$ 1,000,000 products/completed operations total limit
\$ 600,000 personal injury & advertising liability

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

OPTION 2: Comprehensive General Liability Insurance

Minimum limits: ~~\$ 500,000~~ ^{\$ 1,000,000} per occurrence
\$ 600,000 per occurrence
\$ 1,000,000 aggregate

RCJ

The following coverages must be specifically insured and certified with no internal sublimits:

- a. Premises and Operations
- b. Independent Contractor's Contingent Liability
- c. Products/Completed Operations
- d. Contractual Liability - either specifically naming this lease agreement or on a blanket basis
- e. "X, C, U" Hazard Liability (if applicable)
- f. Personal Injury Liability - including claims related to employment and coverages a through e
- g. Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion

Under both options 1 and 2, RCRRA, its officials and employees shall be added as additional insured with a cross liability/cross suits clause for the protection of RCRRA.

The certificate of insurance shall indicate that contractual liability is extended to cover this lease agreement.

B. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance shall be as required by law and shall include an all states or universal endorsement.

Employer's liability minimum limits:

\$ 500,000 per accident
\$ 500,000 per employee
\$ 500,000 per disease policy limit.

C. Railroad Protective Liability Insurance

As required by CNW.

- D. All certificates of insurance shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Bests' rating for the insurer shall be noted on the certificate, and shall not be less than a B+. On the certificate, the agent shall certify whether or not he/she has errors and omissions coverage.
- E. All certificates of insurance shall name RCRRA and the City of St. Paul as additional insureds and provide that the insurance company shall give thirty (30) days' written notice to both 3M and RCRRA of cancellation, non-renewal, or any material changes in the policy and certificates of

insurance.

- F. Paragraphs 10.A. through 10.E. establish minimum insurance requirements, and it is the sole responsibility of 3M to purchase and maintain additional insurance that may be necessary in connection with this lease agreement.
 - G. Nothing in this lease agreement shall constitute a waiver by RCRRA of any statutory or common law immunities or liability limitations.
 - H. All insurance policies shall be open to inspection by RCRRA and copies of all policies shall be submitted to RCRRA upon written request.
11. Environmental concerns. 3M shall not create or permit any condition of the leased premises that could present a threat to human health or to the environment. 3M shall defend, indemnify and hold harmless RCRRA and its affiliates from any suit or claim growing out of any damages alleged to have been caused by, contributed to, or aggravated by 3M's, or those claiming by, through, or under 3M, use of the leased premises or 3M's violation of any laws, ordinances, regulations or requirements pertaining to solid or other wastes, chemicals, oil and gas, toxic, corrosive, or hazardous materials, air, water (surface or groundwater) or noise pollution, and 3M's storage, handling, use, or disposal of any such material. 3M shall bear the expense of all practices or work, preventative or remedial, which may be required because of any conditions of the leased premises caused by 3M or any use of the leased premises by 3M or those claiming by, through, or under 3M, during 3M's period of occupancy or during 3M's use prior to the date of this lease agreement. 3M expressly agrees that the indemnification defense and hold harmless obligations it hereby assumes shall survive the cancellation or termination of this lease agreement for a period of two (2) years.

RCRRA shall have the right, but not the duty, to enter upon the leased premises from time to time as set forth below to inspect the leased premises for environmental contamination and in the course thereof to conduct soil and groundwater testing. RCRRA may enter the leased premises during 3M's regular business hours without prior notice, and may enter the leased premises during periods other than regular business hours either with the prior written consent of 3M or without if RCRRA reasonably believes that an emergency exists on the leased premises. RCRRA shall conduct any such inspections or testing so as to minimize interference with 3M's business operations. RCRRA's entry on the leased premises pursuant to this paragraph shall not relieve 3M's obligation to pay rent under this lease agreement.

12. Testing provision. At the request of RCRRA, upon the termination of this lease agreement, or during the term hereof, 3M shall pay for the services of a state-approved contractor to sample what appears to be any visibly contaminated areas of the leased premises. For any contaminated areas caused by 3M, or those claiming by, through, or under 3M, 3M's contractor or 3M shall provide remediation recommendations to RCRRA, and shall perform remediation to the satisfaction of the appropriate government agency. Copies of the results shall be forwarded to RCRRA by 3M to ensure that the

leased premises are returned to RCRRA reasonably free of pollution caused by 3M and in compliance with all applicable state and federal laws and regulations. The provisions of this paragraph shall survive the termination of this lease agreement.

13. Default. In the event of a breach or default of any term, condition, or covenant of this lease agreement by 3M, 3M shall be entitled to a sixty (60) day written notice specifying the nature of the default. In the event the default is not corrected within the said sixty (60) day period, or a cure commenced for the default requiring more than sixty (60) days to cure with 3M diligently pursuing correction, RCRRA may terminate this lease agreement immediately and re-enter the leased premises and take possession thereof, and use any reasonable or necessary lawful force for regaining possession, whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of six (6) months' notice.
14. Remedies cumulative. All remedies hereinbefore and hereafter conferred on RCRRA and 3M shall be deemed cumulative and not one exclusive of the other, or of any other remedy conferred by law or in equity. The failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this lease agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. Receipt by RCRRA of rent due hereunder with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver by 3M or RCRRA of any of the provisions of this lease agreement shall be deemed to have been made unless expressed in writing and signed by the party expressing such waiver.
15. Assignment and subletting. 3M shall not transfer, assign, sublet, mortgage, pledge, subordinate, or otherwise convey its interest in this lease agreement, the leased premises, or any part thereof to any other party without the prior written consent of RCRRA, its successors or assigns. The granting or withholding of such consent is solely within the discretion of RCRRA and may be subject to any additional conditions that RCRRA feels appropriate.
16. Condemnation. If all or any part of the leased premises is subjected to taking under eminent domain laws, this lease agreement shall terminate from the time possession is taken by the condemning entity, with prepaid rental prorated. 3M agrees that it is not entitled to, and hereby disclaims, any award made for such taking, excepting only an award issued solely and expressly to compensate for the taking of personal property owned or constructed by 3M.
17. Compliance with laws, ordinances, and rules. 3M agrees to comply with all laws, ordinances, fire codes, and other regulations of federal, state, municipal, and local government agencies as they apply to its occupancy of the leased premises and/or the business it transacts on the leased premises. 3M shall also comply with any reasonable rules adopted by RCRRA for the safety, care, and cleanliness of the leased premises and for the

preservation of good order therein. 3M shall not permit the existence of any nuisance on the leased premises.

18. Right of entry. RCRRA may enter the leased premises at any time to examine, inspect, or protect the leased premises and to make alterations, renovations, or repairs.
19. Non-exclusivity. This lease agreement is non-exclusive and the rights herein granted are subject to the outstanding rights of others to occupy the leased premises, including, without limitation, rail lines, poles, wires, pipelines, water lines, and sewers that exist or may be placed upon, across, above, or underneath the leased premises. RCRRA may, after obtaining the prior written consent of 3M, which consent shall not be unreasonably withheld, place additional poles, wires, pipelines, water lines, sewers, or other improvements upon, across, above, or underneath the leased premises, without payment of any sum to 3M for any damage occasioned thereby, and agrees that any such additional placements shall be conducted in a manner as to not unreasonably interfere with 3M's operations thereon.
20. Relationship of the parties. Nothing contained in this lease agreement shall be deemed or construed by the parties hereto or by a third party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between RCRRA and 3M, it being expressly understood and agreed that neither any provision contained in this lease agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between RCRRA and 3M other than the relationship of landlord and tenant.
21. Amendments. There are no understandings or agreements not incorporated into this lease agreement. All amendments, waivers, alterations, or modifications to this lease agreement shall be only upon mutual agreement of the parties hereto, evidenced in writing and signed by the parties, and incorporated into this lease agreement by reference.
22. Notices. Written notices required under this agreement shall be directed as follows:

RCRRA : Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
RE: LNE019

3M : 3M Real Estate Department
3M Center Building
900 Bush Avenue
St. Paul, MN 55144-1000
23. Counterparts. This lease agreement is executed in three (3) counterparts, each of which shall constitute the same agreement.

=24. Headings. The paragraph headings contained in this lease agreement are for convenience only and shall not be used in interpreting this lease agreement.

25. Trail crossing. 3M acknowledges that RCRRA and the City of St. Paul have entered into an easement agreement to provide for the City's construction of a public recreational trail upon the right of way. 3M agrees and acknowledges that the leasehold rights herein granted are and shall always be subordinate to the easement rights heretofore granted by RCRRA to the City of St. Paul over and across the leased premises.

3M acknowledges that the City of St. Paul's recreational trail will cross the spur track at grade (hereinafter the "crossing"), and hereby agrees to the following conditions relating to the construction, operation, and maintenance of the crossing:

- a. Costs. 3M agrees to pay all costs and expenses incident to and in connection with the construction, maintenance, repair, alteration, renewal, relocation, and removal of the crossing, including, without limitation, rubber crossing pads, signaling devices, gates, advance warning signs and pavement markings.
- b. Operation. 3M agrees to operate, repair, and maintain the rail spur in a manner which will not unreasonably block the crossing, and agrees to not stand or store rail cars upon the crossing.
- c. Safety. The sole responsibility for protecting the crossing from the standpoint of safety and the duty of otherwise policing the crossing shall rest exclusively on 3M at all times and under all circumstances.
- d. Lookouts. Whenever the spur track is being used, repaired, or maintained, the crossing shall be protected by a flagger or lookout to be furnished by 3M at its sole risk and expense, and 3M covenants that the spur track shall not be used, repaired, or maintained unless so protected. In each instance when a rail vehicle shall approach the crossing it shall be stopped and shall not proceed across the recreational trail until the flagger or lookout and the driver, or other person in charge of the rail vehicle, shall have ascertained that no user of the recreational trail is approaching the crossing and that that any workers, equipment, or materials are located a safe distance away from the spur track.
- e. Indemnification. 3M accepts the privilege granted in this lease agreement with full cognizance of the risk of loss of life, accidents, personal injury and property loss or damage which may be caused:
 - i. by railroad operations at or in the vicinity of the crossing; or
 - ii. by the construction, maintenance, or use of the crossing by 3M or others; or
 - iii. by the operations of 3M or 3M's subcontractors on, over, or in the vicinity of the crossing; or
 - iv. by the presence of equipment or personnel of 3M or 3M's

- subcontractors, including the actions of flaggers or lookouts, at or in the vicinity of the crossing; or
- v. by any act which violates the terms and conditions of this lease.

3M is willing to assume this risk entirely and specifically covenants that the privilege to cross the recreational trail granted by this lease agreement shall be used and enjoyed at the sole risk of 3M, and that neither RCRRA nor the City of St. Paul shall have any responsibility whatever for any such loss, injury, or damage. To that end, 3M hereby specifically agrees, for and on behalf of itself and all subcontractors who may use the spur track pursuant hereto, to protect, indemnify, defend and hold harmless RCRRA and the City of St. Paul from and against all cost, expense, liability, loss, or claims of every kind and character resulting from death, personal injury, or property loss or damage arising out of, connected with, or caused by:

- i. railroad operations at or in the vicinity of the crossing; or
- ii. the construction, maintenance, or use of the crossing by 3M or others; or
- iii. the operations of 3M or of 3M's subcontractors on, over, or in the vicinity of the crossing; or
- iv. the presence of equipment or personnel of 3M or 3M's subcontractors, including the actions of flaggers or lookouts, at or in the vicinity of the crossing; or
- v. any act which violates the terms and conditions of this lease.

The indemnity obligations imposed upon 3M by this paragraph shall be absolute, and shall not be affected by the negligence, either primary or contributory, of RCRRA or the City of St. Paul.

26. Other conditions.

- a. It is hereby agreed that this lease agreement shall replace the February 11, 1953 agreement between 3M and Northern Pacific Railway Company, and that the said February 11, 1953 agreement is hereby canceled.

27. Parties bound. This lease agreement shall inure to and bind the successors and assigns of the parties hereto. The signatories below each affirm that they have the legal authority to execute this instrument on behalf of the named parties and bind said parties to the covenants and conditions herein.

IN WITNESS WHEREOF, the parties hereto have signed this lease agreement on the day and year first above written.

Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

David F. MacMillan 1-21-98
David F. MacMillan Date
Assistant Ramsey County Attorney

By Rafael Ortega Date
Chair

Insurance approved:

Denise Kapler 1-27-98
Denise Kapler Date
Risk Management

MINNESOTA MINING AND MANUFACTURING COMPANY

By Robert C. Jacobs, Director
Its Facilities Engineering & Real Estate

By _____
Its _____

This instrument was drafted by:
Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2764
RE: LNE019

EXHIBIT A

A strip of land, 18 feet in width, located in the Southwest Quarter of Section 28, Township 29 North, Range 22 West, which is located 9 feet on either side of a center line described as follows:

Commencing at the southeast corner of the Southwest Quarter of Section 28, Township 29 North, Range 22 West; thence North $00^{\circ} 01' 38''$ East along the east line of said Southwest Quarter a distance of 1419.81 feet; thence South $74^{\circ} 17' 02''$ West a distance of 136.59 feet; thence westerly a distance of 124.44 feet along a non-tangential curve, concave to the south, having a radius of 1148.72 feet, a central angle of $06^{\circ} 12' 25''$, and whose chord is on a bearing of South $77^{\circ} 26' 02''$ West; thence South $74^{\circ} 19' 49''$ West, tangent to said curve, a distance of 350.73 feet to the point of beginning of the center line to be described; thence westerly a distance of 149.82 feet along a non-tangential curve, concave to the north, having a radius of 1031.35 feet, a central angle of $08^{\circ} 19' 23''$, and whose chord is on a bearing of South $86^{\circ} 04' 00''$ West; thence North $89^{\circ} 46' 18''$ West, tangent to said curve, a distance of 124.11 feet; thence westerly a distance of 96.03 feet along a tangential curve, concave to the south, having a radius of 809.67 feet and a central angle of $06^{\circ} 47' 44''$, and said center line there terminating;

at its point of beginning, the northerly side line of said 18 foot strip of land shall be lengthened and the southerly side line of said 18 foot strip of land shall be shortened to intersect the following described line, which shall be the southeasterly boundary of said 18 foot strip of land:

Commencing at the southeast corner of said Southwest Quarter; thence North $00^{\circ} 01' 38''$ East along the east line of said Southwest Quarter a distance of 1419.81 feet to the beginning of the line to be described; thence South $74^{\circ} 17' 02''$ West a distance of 136.59 feet; thence westerly a distance of 124.44 feet along a non-tangential curve, concave to the south, having a radius of 1148.72 feet, a central angle of $06^{\circ} 12' 25''$, and whose chord is on a bearing of South $77^{\circ} 26' 02''$ West; thence South $74^{\circ} 19' 49''$ West, tangent to said curve, a distance of 450.00 feet and there terminating;

at its point of termination, the southerly side line of said 18 foot strip of land shall be lengthened and the northerly side line of said 18 foot strip of land shall be shortened to intersect the following described line, which shall be the northwesterly boundary of said 18 foot strip of land:

Commencing at the southeast corner of said Southwest Quarter; thence North $00^{\circ} 01' 38''$ East along the east line of said Southwest Quarter a distance of 1534.66 feet to the beginning of the line to be described; thence South $74^{\circ} 04' 48''$ West a distance of 386.42 feet; thence North $00^{\circ} 01' 38''$ East a distance of 0.16 feet; thence South $74^{\circ} 04' 48''$ West a distance of 300.00 feet; thence South $00^{\circ} 01' 38''$ West a distance of 15.08 feet; thence South $74^{\circ} 04' 48''$ West a distance of 804.45 feet, and there terminating;

= ALSO

That part of the Southwest Quarter of Section 28, Township 29 North, Range 22 West, described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence North $00^{\circ} 01' 38''$ East along the east line of said Southwest Quarter a distance of 1419.81 feet; thence South $74^{\circ} 17' 02''$ West a distance of 136.59 feet; thence westerly a distance of 124.44 feet along a non-tangential curve, concave to the south, having a radius of 1148.72 feet, a central angle of $06^{\circ} 12' 25''$, and whose chord is on a bearing of South $77^{\circ} 26' 02''$ West; thence South $74^{\circ} 19' 49''$ West, tangent to said curve, a distance of 214.77 feet; thence westerly a distance of 23.10 feet along a tangential curve, concave to the north, having a radius of 1022.35 feet and a central angle of $01^{\circ} 17' 40''$, to the point of beginning of the property to be described; thence continuing westerly a distance of 22.35 feet along said curve, having a radius of 1022.35 feet and a central angle of $01^{\circ} 15' 09''$; thence North $13^{\circ} 07' 22''$ West, not tangent to said curve, a distance of 11.00 feet; thence easterly a distance of 22.11 feet along a non-tangential curve, concave to the north, having a radius of 1011.35 feet, a central angle of $01^{\circ} 15' 09''$, and whose chord is on a bearing of North $76^{\circ} 15' 03''$ East; thence South $14^{\circ} 22' 31''$ East a distance of 11.00 feet to the point of beginning.

Northstar Corridor Rail

Minneapolis-Big Lake, Minnesota

(November 2005)

The Minnesota Department of Transportation (Mn DOT), in cooperation with the Northstar Corridor Development Authority (NCDA), is proposing to construct a 40-mile minimum operable segment (MOS) commuter rail line that would connect the Minneapolis central business district (CBD) with the town of Big Lake. The commuter rail line would operate on an existing Burlington Northern Santa Fe (BNSF) freight rail line and would include a vehicle maintenance facility, layover facility, and requisite track and signal upgrades. The project also includes a four-block extension of the existing Hiawatha light rail transit (LRT) line from its current terminus at 5th Avenue North in the Minneapolis CBD to a proposed multimodal station at 3rd Avenue North, where the Northstar rail line would terminate. The Northstar commuter rail line would operate 18 weekday trips with 30-minute headways during peak periods. Five of the proposed six stations include park-and-ride lots that would provide over 2,400 parking spaces. The MOS is part of a larger proposal to construct an 82-mile commuter rail line from Minneapolis to Rice, Minnesota.

The Northstar Corridor is considered one of the fastest growing areas in the Twin Cities metropolitan region. It includes the fully developed urban core and several rapidly growing suburban areas. Major highway routes into the CBD are at capacity during peak periods for commuters from the north and northwest. By 2025, travel along the corridor's main arterials is projected to increase significantly, with the number of trips in the corridor expected to grow by over 30 percent and the number of inbound trips to the Minneapolis CBD estimated to increase by almost 75 percent. This growth in travel is anticipated to result in longer automobile travel times in the corridor. Increasing roadway capacity to meet growing travel demand is constrained by geography and existing development; the Mississippi River limits the number of access points to the CBD from the north. By avoiding roadway congestion surrounding downtown Minneapolis, the project is expected to provide improved mobility for peak period commuters.

Summary Description

Proposed Project:	Commuter Rail; Light Rail Transit 40 Miles Commuter Rail; 0.3-miles LRT 6 Stations
Total Capital Cost (\$YOE):	\$265.2 Million
Section 5309 New Starts Share (\$YOE):	\$131.0 Million (49.4%)
Annual Forecast Year Operating Cost (\$YOE):	\$12.0 Million
Ridership Forecast (2025):	5,600 Average Weekday Boardings 1,300 Daily New Riders
Opening Year Ridership Forecast (2009):	4,000 Average Weekday Boardings
FY 2007 Finance Rating:	Medium
FY 2007 Project Justification Rating:	Medium
FY 2007 Overall Project Rating:	Medium

In late November 2005, Mn DOT added \$24 million in contingencies to the project cost estimate which are not reflected in this evaluation. While the contingencies mitigate some of FTA's concerns with the project's cost estimate, they will have a negative impact on the value of its cost effectiveness. Mn DOT has made significant progress in the last year towards advancing the project into final design. Mn DOT must finalize the scope, schedule, and right-of-way costs for the project and advance it into final design by September 30, 2006 or it will be removed from preliminary engineering (PE) status. FTA

further notes that the cost effectiveness rating of the project is *Medium-Low*. The project would need to receive a cost effectiveness rating of *Medium* to be recommended by FTA for a Full Funding Grant Agreement. FTA understands the need for approval of capital funding for the project by the Minnesota state legislature in the Spring of 2006. FTA has committed to work closely with Mn DOT to assure that information necessary for the legislature to act on the project's financing is provided on a timely basis.

Project Development History and Current Status

Mn DOT completed a major investment study of the corridor in December 1999. FTA approved an 80-mile commuter rail project between Minneapolis and Rice, Minnesota into PE in June 2000. A Draft Environmental Impact Statement (EIS) was completed in November 2000, a final EIS was completed in March 2002, and an environmental Record of Decision (ROD) was issued in December 2002. In response to concerns with the project's capital cost and cost effectiveness, Mn DOT identified the 40-mile MOS in early 2004 which is the subject of this evaluation. An Environmental Assessment is being prepared to determine necessary mitigation resulting from project scope changes since the 2002 ROD.

Significant Changes Since FY 2006 Evaluation (November 2004)

Mn DOT did not submit information to FTA for evaluation in the FY 2006 *Annual Report on New Starts*. In February 2005, the state legislature appropriated additional capital funding for the project. In June 2005, Mn DOT submitted an updated travel forecast for the project.

Project Justification Rating: Medium

The project is rated *Medium* for project justification based on a *Medium-Low* rating for cost effectiveness and a *Medium* rating for the project's transit-supportive land use.

Cost Effectiveness Rating: Medium-Low

The *Medium-Low* cost effectiveness rating reflects the level of travel-time benefits (3,100 hours each weekday, plus special events) relative to the project's annualized costs. The cost effectiveness of the project will increase once added contingencies have been incorporated into the capital cost estimate.

Cost Effectiveness	
	<u>New Start vs. Baseline</u>
Cost per Hour of Transportation System User Benefit	\$24.90*
Incremental Cost per Incremental Trip	\$49.46

* Indicates that measure is a component of Cost Effectiveness rating.

Nearly two-thirds of project travel time benefits accrue to travelers bound for the Minneapolis CBD from northwestern suburban communities, because the commuter rail line provides a time-competitive alternative to congested arterials (Interstate 94) and Mississippi River choke points (Interstate 35 West and Trunk Highway 10) north of downtown. Other benefiting markets include transit riders from outlying Ramsey County and Hennepin County. Less than 20 percent of benefits result from riders making non-work trips on the commuter rail line to sports stadia, the Mall of America, cultural events, and other destinations. Estimated benefits to zero-car households and reverse commuters are negligible.

At the time of FTA's evaluation, the project cost estimate was not considered reliable. Discrepancies exist between the current design drawings and cost estimates for major elements of the project such as stations and the vehicle maintenance facility. Inflation rate assumptions are low. Important construction agreements with BNSF have not yet been executed; design compliance with the ADA level boarding provisions has not been resolved; and additional environmental studies may be required. Mn DOT is

updating the cost estimate, and FTA will initiate an assessment of the risks associated with the revised cost and schedule prior to advancing the project into final design.

Transit-Supportive Land Use Rating: Medium

The *Medium* land use rating is based upon the *Medium* ratings assigned to existing land use and performance and impacts of land use policies, and the *Medium-High* rating for transit-supportive plans and policies.

Existing Land Use: Medium

- Current total employment within a ½ mile of all station areas is approximately 46,400. Current total employment for the Minneapolis CBD is estimated at 146,500.
- The current number of persons per square mile in the corridor is relatively low (1,900/mile).
- Beyond the Minneapolis CBD, the corridor's land use character is a mixture of smaller mixed use, town-scale, and main street areas, with moderate to low density residential and industrial uses. Several proposed station areas are located near redevelopable land and lower density housing in need of rejuvenation.

Transit-Supportive Plans and Policies: Medium-High

- The Metropolitan Council (local metropolitan planning organization) has established a growth boundary through its 2030 Regional Development Framework where urban services are provided and policies encourage clustered, mixed-use growth along transportation corridors. Four of the six station areas are within the growth boundary and the Met Council coordinates planned growth within the other two station areas that are not within the growth boundary.
- Master Plans in each of the impacted cities with future stations, including downtown Minneapolis, have policies to support mixed use and medium-density residential development near proposed station areas.
- Each of the impacted municipalities are in the process of adopting transit-oriented zoning regulations to permit mixed uses and medium-to-high density residential development in station areas based on the Northstar Corridor Development Authority's and the Minnesota DOT's Northstar Project Office's *Station Neighborhood Development Principles and Guidelines*.

Performance and Impacts of Policies: Medium

- Private developers have proposed transit-supportive redevelopment projects at three key stations along the project's alignment that include mixed use and residential development. One of the proposals, near the planned Elk River station, has already broken ground.
- Redevelopment and mixed used development strategies are being developed for all proposed station areas. All planned station areas have available space for additional housing and retail/commercial use.

Other Project Justification Criteria

Mobility Improvements Rating: Medium-Low		
<u>Within ½-mile radius of boarding areas:</u> Existing Employment Projected Employment (2025) Low Income Households (% of total HH) <u>Average Per Station:</u> Employment Low Income Households Transportation System User Benefit Per Project Passenger Mile (Minutes)		
	46,400 51,600 380 (9%) 7,585* 63* <u>New Start vs. Baseline</u> 1.40*	
Environmental Benefits Rating: Medium		
<u>Criteria Pollutant (Reduction in tons)</u> Carbon Monoxide (CO) Nitrogen Oxide (NO _x) Volatile Organic Compounds (VOC) Particulate Matter (PM ₁₀) Carbon Dioxide (CO ₂) <u>Criteria Pollutant Status</u> Carbon Monoxide (CO) Annual Energy Savings (million British Thermal Units)	<u>New Start vs. Baseline</u> 444 45 5 1 11,280 <u>EPA Designation</u> Maintenance* 147,544	
Operating Efficiencies Rating: Medium		
System Operating Cost per Passenger Mile (current year dollars)	<u>Baseline</u>	<u>New Start</u>
	\$0.455*	\$0.451*

* Indicates that measure is a component of rating for each criterion.

N/A indicates information was not available for this entry.

Local Financial Commitment Rating: Medium

The *Medium* local financial commitment rating is based on *Medium-High* ratings for the New Starts share of project costs and the operating finance plan and the *Medium* rating for the capital finance plan. FTA's evaluation covers the financial plan supporting the project capital cost estimate of \$265.2 million and does not reflect recent cost increases.

Section 5309 New Starts Share of Total Project Costs: 49%

Rating: Medium-High

Mn DOT is requesting an approximately 49 percent New Starts share of total project costs, which equates to a *Medium-High* rating for this measure.

Locally Proposed Financial Plan		
<u>Source of Funds</u>	<u>Total Funds (\$million)</u>	<u>Percent of Total</u>
Federal:		
Section 5309 New Starts	\$131.0	49.4%
Flexible Funds (CMAQ and STP)	\$5.1	1.9%
State:		
General Obligation Bonds	\$85.9	32.4%
Local:		
NCDA Capital Partners	\$40.7	15.4%
Metropolitan Council	\$2.5	0.9%
Total:	\$265.2	100.0%

NOTE: The financial plan reflected in this table has been developed by the project sponsor and does not reflect a commitment by DOT or FTA. The sum of the figures may differ from total as listed due to rounding.

Capital Finance Plan Rating: Medium

The capital finance plan is rated *Medium*. The commitment of capital funds subfactor received a *High* rating. The agency capital condition and completeness of capital plan subfactors received *Medium-High* ratings, while the capital cost estimates and planning assumptions subfactor received a *Medium-Low* rating. The capital funding capacity subfactor received a *Medium* rating. These ratings average to a *Medium-High*, but the rating was lowered to *Medium* due to the *Medium-Low* rating for the capital cost estimate and planning assumptions subfactor, based on the uncertainty of the capital cost estimate.

Agency Capital Condition: Medium-High

- The average age of Metro Transit's bus fleet is 5.7 years, which is younger than the industry average.
- Mn DOT's excellent bond ratings, which were issued in 2004, are as follows: Moody's Investors Service Aa1, Standard & Poor's Corporation AAA, and Fitch's AAA.

Completeness of Capital Plan: Medium-High

- Mn DOT's submission was complete, including a 20-year cash flow, fleet management plan, and sensitivity analysis. Historical data were provided for 1998-2005 (eight years), but were presented as sums over years, rather than annual data.

Commitment of Capital Funds: High

- Over 50 percent of non-New Starts funding is committed. Federal funding sources include CMAQ and STP funds. State funding sources include General Obligation Bonds. Local funding sources include funds from the NCDA Capital Partners and the Metropolitan Council.

Capital Funding Capacity: Medium

- The project's financial plan shows no projected cash balances or reserve accounts, but access to the large additional debt capacity of the State of Minnesota would allow Mn DOT to cover cost increases or funding shortfalls equal to approximately 20 percent of project costs.

Capital Cost Estimate and Planning Assumptions: Medium-Low

- Funding assumptions regarding sources and commitment are reasonable.
- An updated capital cost estimate is expected in December 2005. FTA has several concerns with the project's current cost estimates. Also, inflation and bond rate assumptions are optimistic.

Operating Finance Plan Rating: Medium-High

The operating finance plan is rated *Medium-High*, based upon the average of the ratings of the five subfactors listed below. The commitment of operating funds subfactor received a *High* rating. The agency operating condition and operating funding capacity subfactors received *Medium-High* ratings; the completeness subfactor received a *Medium* rating; and the planning assumptions subfactor received a *Medium-Low* rating.

Agency Operating Condition: Medium-High

- Mn DOT is in good operating condition with no service cutbacks and a history of being able to draw funds as required from the Minnesota General Fund.
- Mn DOT's current ratio of assets to liabilities as reported in its most recent audited financial statements is 1.55.

Completeness of Operating Plan: Medium

- Mn DOT's submission included 20-year cash flows for both the project and for all Mn DOT operations, but excluded a sensitivity analysis. Historical data were provided for 1998-2005 (eight years), but were presented as sums over these years, rather than annual data.

Commitment of Operating Funds: High

- All operating funding is committed. Sources of operating funds include farebox revenues, Federal Section 5307 formula funding (preventative maintenance), the Minnesota General Fund and funds from NCDA Capital Partners.

Operating Funding Capacity: Medium-High

- Mn DOT's operating plan shows no projected cash balances or reserve accounts, but available taxing capacity exceeds 25 percent of annual operating expenses.

Operating Cost Estimates and Planning Assumptions: Medium-Low

- As the project sponsors do not possess experience in commuter rail operations, the operating financial plan does not include any historical basis of comparison.
- Although the cost model methodology is acceptable, questions remain regarding some cost components. Assumptions regarding growth of commuter rail operating costs appear optimistic.
- Growth assumptions for state and local subsidy contributions appear optimistic given historic inflation rates for U.S. transit operators. Inflation rate assumptions also appear optimistic with respect to fare increases and the resulting impact on ridership.