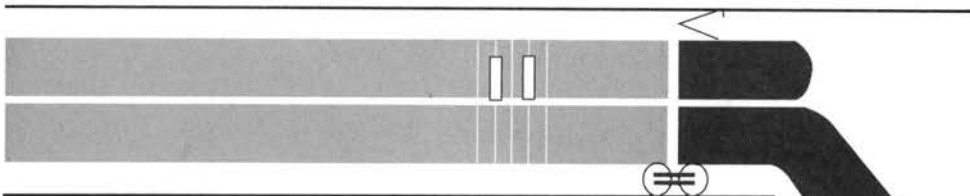




Ramsey County Regional Railroad Authority.
Records.

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Ramsey County Regional Railroad Authority

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

AGENDA

Regional Railroad Authority Meeting

April 3, 2007

Immediately following the County Board Meeting

Third Floor Council Chambers Courthouse

ADMINISTRATIVE

1. * Approve minutes from March 20, 2007 meeting.
2. * Ratify Partial Payment No. 36 in the amount of \$48,421.10 to DMJM + Harris, Inc. for consulting services on the Central Corridor Phase 2 study for October 28, 2006 to November 24, 2006.
3. * Ratify Final Payment in the amount of \$39,963.74 to DMJM+Harris, Inc. for consulting services on the Central Corridor Downtown St. Paul Loop Alignment Study from October 9, 2006 to December 1, 2006.
4. * Ratify report of payments for October 1, 2006 to December 31, 2006.
5. * Authorize staff to issue a Request for Proposals for Document Control Services.
6. * Metropolitan Council Agreement for state funds for Union Depot in the amount of \$3,500,000.00.
7. * Authorize staff to negotiate a contract with URS for Union Depot environmental and concept engineering work.

POLICY

8. Metropolitan Council Long Range Transit Plan
9. Legislative Update.

*Action required

Meeting Minutes

RAMSEY COUNTY RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on March 20, 2007, in Council Chambers, Third Floor Courthouse.

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

MEMBERS ABSENT: Commissioner Jan Parker

OTHERS PRESENT: Art Coulson, Kathy Fischer, Julie Kleinschmidt, Ken Haider, Tim Mayasich;
 Greg Finzell; All Jehloff; James Homolka; Bill Cook, Adam Gordon, David
 Twa, Terry Speiker, David MacMillan, Steve Morris, Sarah Penman, Angie
 Taylor, Mark Voerding

Chair Ortega called the meeting to order at 9:55 am.

ADMINISTRATIVE AGENDA

1. Approve minutes February 13, 2007 meeting

A motion was made by Commissioner McDonough, seconded by Commissioner Carter, to approve the minutes from the February 13, 2007 meeting.

Roll call vote was taken:

Ayes – 6; Nays – 0
Motion accepted.

2. Amend 2008 Federal Funding Requests to Include \$22 million for Central Corridor

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to approve the Amended Federal 2008 appropriations requests.

Commissioner Carter pointed out that in a previous meeting with the Corridor Management Committee, Ramsey County took a vote to support the Metropolitan Council's request. Commissioner Carter further requested clarification of the current motion as to whether Ramsey County would be moving forth with its request and supporting the Met Council's request. Chair Ortega responded yes.

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 the Ramsey County Regional Railroad Authority requests federal 2008 appropriations for:

(1) Central Corridor: Preliminary and advanced engineering

Amount of request: \$22 million (at request of Congresswoman Betty McCollum)

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

Amount of request: \$5 million

(3) Rush Line Corridor: Design, construction of park ride facilities and funding for startup of transit service

Amount of request: \$5 million

3. Approve Resolution of Support from Eastern Transportation Alliance

A motion was made by Commissioner Reinhardt, seconded by Commissioner Carter, to approve Resolution of Support from Eastern Transportation Alliance.

Commissioner Rettman noted that the proposed resolution does not have any levy offset included in it, indicating that it was one of Ramsey County's legislative components up at the state. Chair Ortega and Commissioner Reinhardt responded that this resolution is just an alliance, affirming what's already on various packages which simply reaffirms that more people will join as partners together in the Eastern Transportation Alliance to give our legislators some additional support from a larger group, rather than just the metro counties or just one kind of area, like Rush Line.

Roll call vote was taken, Commissioner Rettman voted no:

Ayes – 5; Nays – 1
Motion accepted.

WHEREAS, Local elected officials in the eastern metropolitan area believe that a well-designed, constructed, and financed transit and transportation network is vital to the development and economic well-being of both the east metropolitan area and the entire State of Minnesota; and

WHEREAS, This vision of transit and transportation investment is shared with many of their State Legislative representatives, a number of whom have been leaders in the transit and transportation discussions currently underway at the Capitol; and

WHEREAS, A cornerstone of the vision for transit development of this group of state and local elected officials is embodied in the rejuvenation of the Union Depot Concourse as a multi-modal transit hub that ensures seamless connections to all methods of rail, bus, and bicycle transportation; and

WHEREAS, As an expression of their vision, this group of state and local elected officials has come together to create an entity to unify and testify to their support for transit and transportation development efforts, called the Eastern Transportation Alliance, or ETA; and

WHEREAS, City and County elected officials, as members of the ETA, wish to voice their support for a number of the transit and transportation funding proposals currently under consideration at the State Legislature; Now, Therefore, Be It

RESOLVED, That the passage into law of a comprehensive transit and transportation funding package during the 2007 State Legislative session is a high priority of and vigorously supported by the ETA; and Be It Further

RESOLVED, That the following capital investment requests are supported by ETA during the 2007 State Legislative session:

- Central Corridor - \$40 million to match federal funds;
- Union Depot - \$9 million to match federal funds;
- Red Rock - \$1.5 million for infrastructure and feasibility study;
- Rush Line - \$1 million for infrastructure and feasibility study;
- High-Speed Rail from Chicago to Saint Paul Union Depot Concourse Multi-Modal Transit Hub - \$10 million; and
- I-94 Corridor - \$1 million for feasibility study.

and Be It Further

RESOLVED, That the following transportation funding options are supported by ETA:

- Ten-cent gas tax increase, including an index factor for inflation;
- One-half cent (1/2 cent) sales tax increase, dedicated for transit and transportation usage;
- \$20 wheelage tax increase without a corresponding levy offset;
- Motor Vehicle Sales Tax for leased vehicles; and
- Tab fee increases.

4. Northeast Sewer Interceptor Proposal

William Cook, Engineering Planning Manager for the Metropolitan Council Environmental Services presented information on the process of the proposed Northeast Sewer Interceptor, which would serve the northern areas of Ramsey and Washington Counties and is proposed to be located on the RCRRA northeast corridor right of way. Mr. Cook advised that the Met Council will be asking the Ramsey County Regional Railroad Authority to work with them to refine mutually beneficial strategies and to help develop cooperative agreements that can be brought back before the board.

Commissioner McDonough suggested a workshop might be the best forum to discuss the proposal. Commissioner Ortega agreed.

5. Red Wing to Minneapolis Passenger Rail Study

A motion was made by Commissioner Reinhardt, seconded by Commissioner Carter, to approve Resolution of Support for Red Wing to Minneapolis Passenger Rail Study.

Commissioner Bennett requested that the language of the resolution be revised to read, "the Ramsey County Regional Railroad Authority approves up to \$100,000.00 (funds are available in the Ramsey County Regional Railroad Authority administrative budget) for the Red Wing to Northstar Corridor rail study." Commissioner Reinhardt suggested that the language read, "for the passenger rail study from Red Wing to the Northstar Corridor."

Roll call vote was taken:

Ayes – 6; Nays – 0
Motion accepted, as amended.

WHEREAS, The Ramsey County Regional Railroad Authority supports passenger rail service to the St. Paul Union Depot; and

WHEREAS, LTK Engineering, has considerable experience analyzing railroads in the Twin Cities, and has performed work for the St. Paul Union Depot multimodal terminal project; and

WHEREAS, the St. Paul Union Depot concourse will serve as a multimodal, regional transit hub for Central, Red Rock, Rush Line, Robert Street, and I94 Corridors, High Speed Rail from Chicago, passenger rail, bus service, and bicycle commuters; and

WHEREAS, Ramsey County Regional Railroad Authority will conduct a passenger rail study from Red Wing to the St. Paul Union Depot and to the downtown Minneapolis multimodal station; and

WHEREAS, Ramsey County Regional Railroad Authority will also analyze if temporary rail service could be implemented for the September 2008 Republican National Committee convention in St. Paul; and

WHEREAS, Time is of the essence to complete the passenger rail study to facilitate in transportation planning for the 2008 Republican National Committee convention; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves up to \$100,000 (funds are available in the Ramsey County Regional Railroad Authority administrative budget) for the passenger rail study from Red Wing to the Northstar Corridor, including implementation of temporary rail service for the 2008 Republican National Convention, authorizes staff to negotiate funding agreements with other participating counties, and authorizes the Chair to execute a contract with LTK Engineering to complete the study for an amount not to exceed \$150,000.

6. Update from Public Communications Staff

This item was postponed to the next Regional Railroad Authority meeting, scheduled for April 3, 2007.

7. Other

The Board agreed to schedule a workshop to discuss issues related to the Central Corridor project.

The meeting adjourned at 11:44 am.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Buschew
Authorized Signature

3/27/07
Date

Board Action Requested

Ratify Partial Payment No. 36 in the amount of \$48,421.10 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for October 28, 2006 to November 24, 2006.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution
 - 2) Accounts Payable forms and Partial Payment No.36
 - 3) DMJM+Harris, Inc. Invoice No. 6024725(36), and attachments

Budgeting and Accounting

Kathleen Alb

County Attorney

Will Mar Mule

Risk Management

Documentation certified complete for:

April 3, 2007
Board Date

Angelique Taylor
Signature

3-28-07
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: April 3, 2007 No.: _____

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

WHEREAS, DMJM+Harris, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through November 24, 2006; and

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

WHEREAS, DMJM+Harris, Inc. Invoice No. 6024725, Partial Payment No. 36, in the amount of \$48,421.10 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through November 24, 2006; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$48,421.10 for services rendered through November 24, 2006, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

1



Business Unit: RRA
Voucher ID: 00004228

VOUCHER
Purchase Order Voucher

Page 1
Run Date 06.Mar.2007
Run Time 9:50:20 AM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
06.Mar.2007	36	06.Mar.2007	0000155333	DMJM+HARRIS, INC.	ONL	TROSTBE	P	06.Mar.2007	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$48,421.10	\$0.00	1178 PAYSHERE CIRCLE			CHICAGO	IL	60674		
Handling	Group ID	Sales Tax	Pdcp Ord# Nbr							
RE	001060	\$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	\$48,421.10		\$48,421.10		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			\$48,421.10			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: 00004228

VOUCHER
Purchase Order Voucher

Page No. 2
Run Date 06.Mar.2007
Run Time 9:50:20 AM

Report ID: RMAP19

Payment Comments-Check Stub

3/06/07, INV #36, SERVICES ON THE CENTRAL CORRIDOR, PHASE 2 PROJECT FOR 10/28/06-11/24/06.

Voucher Comments

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

Authorization

Date

3/19/07

CU

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 PAYSHERE CIRCLE
CHICAGO IL 60674
United States

CHANGE ORDER - REPRINT

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

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

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

Tax Exempt? Y Tax Exempt ID: 99999999999999

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

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

Unauthorized

4

DMJM Harris - Central Corridor Transit Study - Phase 2

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

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

6

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

Invoice #24	Invoice #25	Invoice #26	Invoice #27	Invoice #28	Invoice #29	Invoice #30	Invoice #31
11/26/05-12/23/05	12/31/05-1/27/06	1/28/06-2/24/06	2/25/06-3/31/06	4/1/06-4/28/06	1/13/04-12/30/05	4/29/06-5/26/06	5/27/06-6/30/06
\$420.70	\$198.57	\$190.86	\$1,843.54	\$4,487.72	\$0.00	\$6,846.62	\$10,820.30
\$567.95	\$268.07	\$257.66	\$2,488.78	\$6,058.42	\$0.00	\$9,242.94	\$14,607.41
\$988.65	\$466.64	\$448.52	\$4,332.32	\$10,546.14	\$0.00	\$16,089.56	\$25,427.71
\$108.75	\$51.33	\$49.34	\$476.56	\$1,160.08	\$0.00	\$1,769.85	\$2,797.05
\$1,097.40	\$517.97	\$497.86	\$4,808.87	\$11,706.22	\$0.00	\$17,859.41	\$28,224.75
\$13,883.35	\$21,355.65	\$11,923.13	\$22,503.49	\$3,531.24	\$0.00	\$9,230.54	\$9,315.67
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$14,980.75	\$21,873.62	\$12,420.99	\$27,312.36	\$15,237.46	\$0.00	\$27,089.95	\$37,540.42
\$749.04	\$1,093.68	\$621.05	\$1,365.62	\$761.87	-\$79,015.90	\$1,354.50	\$1,877.02
\$14,231.71	\$20,779.94	\$11,799.94	\$25,946.75	\$14,475.58	\$79,015.90	\$25,735.45	\$35,663.40
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$853.15	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$8,918.01	\$17,299.48	\$0.00	\$15,815.56	\$2,718.40	\$0.00	\$7,208.15	\$0.00
\$4,950.00	\$3,840.00	\$0.00	\$1,725.00	\$0.00	\$0.00	\$0.00	\$1,145.00
\$0.00	\$0.00	\$11,878.59	\$4,928.35	\$631.84	\$0.00	\$0.00	\$758.21
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$853.15	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$11,878.59	\$4,928.35	\$631.84	\$0.00	\$0.00	\$758.21
\$0.00	\$0.00	\$11,878.59	\$4,928.35	\$631.84	\$0.00	\$853.15	\$758.21
0.00%	0.00%	95.63%	18.04%	4.15%	0.00%	3.16%	2.02%
\$1,097.40	\$207.31	\$506.92	\$3,884.89	\$1,575.35	\$0.00	\$0.00	\$20,770.68
\$0.00	\$517.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$13,868.01	\$21,139.48	\$0.00	\$1,725.00	\$0.00	\$0.00	\$0.00	\$1,145.00
\$15.34	\$8.86	\$35.48	\$18.98	\$0.00	\$0.00	\$9.49	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$853.15	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$11,878.59	\$20,743.91	\$3,350.24	\$0.00	\$7,208.15	\$758.21
\$0.00	\$0.00	\$0.00	\$939.58	\$10,311.87	\$0.00	\$19,019.16	\$14,866.53
\$1,501,302.05	\$1,522,081.99	\$1,533,881.93	\$1,559,828.67	\$1,574,304.26	\$1,653,320.16	\$1,679,055.61	\$1,714,719.01
\$588,587.95	\$567,808.01	\$556,008.07	\$530,061.33	\$515,585.74	\$436,569.84	\$410,834.39	\$375,170.99
\$1,201,041.64	\$1,217,665.59	\$1,227,105.54	\$1,247,862.94	\$1,259,443.40	\$1,322,656.12	\$1,343,244.49	\$1,371,775.21

8

Invoice #32	Invoice #33	Invoice #34	Invoice #35	Invoice #36
7/1/06-7/28/06	7/29/06-8/25/06	8/28/06-9/29/06	9/30/06-10/27/06	10/28/06-11/24/06
\$0.00	\$7,705.96	\$8,060.99	\$2,739.52	\$2,555.52
\$0.00	\$10,403.05	\$10,882.34	\$3,698.35	\$3,449.95
\$0.00	\$18,109.01	\$18,943.33	\$6,437.87	\$6,005.47
\$0.00	\$1,991.99	\$2,083.77	\$708.17	\$660.60
\$0.00	\$20,101.00	\$21,027.09	\$7,146.04	\$6,666.07
\$1,406.87	\$261.13	\$1,252.64	\$3,562.98	\$44,303.51
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$1,406.87	\$20,362.13	\$22,279.73	\$10,709.02	\$50,969.58
\$70.34	\$1,018.11	\$1,113.99	\$535.45	\$2,548.48
\$1,336.53	\$19,344.02	\$21,165.75	\$10,173.57	\$48,421.10
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$1,296.38	\$43,842.88
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$631.84	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$631.84	\$0.00	\$0.00
\$0.00	\$0.00	\$631.84	\$0.00	\$0.00
0.00%	0.00%	2.84%	0.00%	0.00%
\$0.00	\$0.00	\$0.00	\$718.20	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$16,911.42
\$9.42	\$33.39	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$2,877.14
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$631.84	\$1,296.38	\$24,054.32
\$1,397.45	\$20,328.74	\$21,647.89	\$8,694.44	\$7,126.71
\$1,716,055.53	\$1,735,399.55	\$1,756,565.30	\$1,766,738.87	\$1,815,159.97
\$373,834.47	\$354,490.45	\$333,324.70	\$323,151.13	\$274,730.03
\$1,372,844.43	\$1,388,319.64	\$1,405,252.24	\$1,413,391.09	\$1,452,127.98

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

Attn: Steven Morris

Re: Central Corridor Project

Invoice Date: December 21, 2006
Invoice No.: 6024725(35)
Job No.: 46106124
Customer No.: 3001

PROJECT BILLING SUMMARY

FOR SERVICES PERFORMED FROM OCTOBER 28 THROUGH NOVEMBER 24, 2006

BY TASK

Task #	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
1	\$ 312,800.98	\$ 262,801.00	\$0.00	\$258,265.48	\$258,265.48	98%				
2	\$ 418,617.74	\$ 358,618.00	\$0.00	\$339,497.61	\$339,497.61	95%				
3	\$ 165,797.16	\$ 165,797.00	\$0.00	\$159,556.16	\$159,556.16	96%				
4	\$ 157,112.30	\$ 157,112.00	\$0.00	\$137,927.87	\$137,927.87	88%				
5	\$ 139,652.59	\$ 199,652.00	\$0.00	\$203,599.03	\$203,599.03	102%				
6	\$ 339,707.59	\$ 398,635.00	\$16,911.42	\$357,980.50	\$374,891.92	94%				
7	\$ 176,108.74	\$ 176,109.00	\$0.00	\$170,916.54	\$170,916.54	97%				
8		\$ 10,000.00	\$2,877.14	\$7,032.23	\$9,909.37	99%				
9		\$ 22,000.00	\$0.00	\$21,994.33	\$21,994.33	100%				
10		\$ 70,000.00	\$24,054.32	\$45,867.31	\$69,921.63	100%				
11		\$ 269,166.00	\$7,126.71	\$97,205.66	\$104,332.37	39%				
Project Total	\$ 1,709,797.10	\$ 2,089,890.00	\$50,969.59	\$1,799,842.72	\$1,850,812.31	88.6%				\$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	\$7,126.71	\$842,279.66	\$849,406.37	88.5%				
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	\$20,555.60	\$20,555.60	82.2%				
Connetics		\$ 20,000.00	\$0.00	\$18,828.83	\$18,828.83	94.1%				
Zimmer Gunsul Frasca	\$ 157,112.00	\$ 244,112.00	\$0.00	\$186,642.08	\$186,642.08	76.5%				
Manuel Padron & Assoc.	\$ 108,413.00	\$ 115,413.00	\$0.00	\$113,449.19	\$113,449.19	98.3%				
Anton Lubov & Assoc.	\$ 35,320.00	\$ 35,320.00	\$0.00	\$18,409.26	\$18,409.26	52.1%				
AECOM Consult.	\$ 304,388.00	\$ 391,315.00	\$43,842.88	\$346,054.12	\$389,897.00	99.6%				
Project Total	\$ 1,709,797.10	\$ 2,089,890.00	\$50,969.59	\$1,799,842.72	\$1,850,812.31	88.6%				

PARTICIPATION BY DBE FIRMS

Firm	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
Manuel Padron	\$ 108,413.00	\$ 115,413.00	\$0.00	\$113,449.19	\$113,449.19	6.1%				
Connetics		\$ 20,000.00	\$0.00	\$18,828.83	\$18,828.83	1.0%				
Enviroscience	\$ 143,506.48	\$ 168,506.00	\$0.00	\$123,206.51	\$123,206.51	6.7%				
Project Total	\$ 251,919.48	\$ 303,919.00	\$0.00	\$255,484.54	\$255,484.54	13.8%				

OK *[Signature]*

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

ORIGINAL

10

DBE Progress/Project Report

Project #:	46106124.0001	DBE Progress Report #:	32
Project Title:	Central Corridor Project	Type of Services:	Project Design Activities
Prime Contractor:	DMJM+HARRIS		
Contract #		Contract Award Date:	January 13, 2006
Original Contract Amount:	\$ 1,709,797.10		
Contract Change Orders:	\$ 380,092.90	Amount Billed to Date:	\$ 1,850,812.31
Total Contract Amount:	\$ 2,089,890.00	Percent Billed to Date:	89%
Contract Dollars Expended:	\$ 1,850,812.31	Payment Claim #:	35
Contract Dollars Remaining:	\$ 239,077.69		

Utilization Goal: 15%

Reporting Period: From October 28, 2006 through November 24, 2006

DBE Subcontractor	Original Contract Amount	Current Contract Amount	Amount Billed This Claim	Amount Billed To Date
Manuel Padron	\$108,413.18	\$115,413.00	\$0.00	\$113,449.20
Enviroscience	\$143,506.48	\$168,506.00	\$0.00	\$123,206.51
Connetics	\$0.00	\$20,000.00	\$0.00	\$18,828.83
DBE Totals:		\$303,919.00	\$0.00	\$255,484.54
Contract DBE % of Total Current Contracted Amount:				15%
Billed DBE % of Total Contract Amount Billed:				14%

Explanation if DBE Goal Not Being Met or Other Comments:

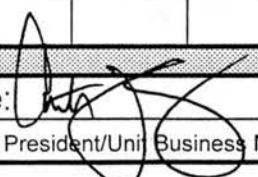
Affirmative Action Status/Labor Force Breakdown by Hours

SKILLED:

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

UNSKILLED:

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

Signature: 	Date: 12/19/06
Title: Vice President/Union Business Manager	

INSTRUCTIONS:

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

*Copy mailed to Pat Calder
1/11/07*

11

Invoice Date: December 21, 2006
 Invoice No.: 6024725(35)

DMJM+HARRIS COSTS				
LABOR				
Task #	Person	Hours	Rate	Labor Cost
11	Ives, Lisa	34.0	\$62.59	\$2,128.06
11	Waltz, Todd	14.5	\$29.48	\$427.46
Subtotal Labor				\$2,555.52
OVERHEAD				
		Labor	Rate	Total OH
		\$2,555.52	135.00%	\$3,449.95
Subtotal Labor + Overhead				\$6,005.47
FEE				
		Labor&OH	Rate	Total fee
		\$6,005.47	11%	\$660.60
ODCs				
Task #	Type	Amount		Total ODCs
11	Airfare	\$460.64		\$460.64
Total ODCs				\$460.64
DMJM+HARRIS INVOICE TOTAL				
	Total earned			\$7,126.71
	Retainage @ 5%			\$356.35
Total Invoiced Amount				\$6,770.36
SUBCONSULTANT COSTS				
Task #	Firm	Cost		Total Sub Costs
6	AECOM Consult.	\$16,911.42		\$16,911.42
8	AECOM Consult.	\$2,877.14		\$2,877.14
10	AECOM Consult.	\$24,054.32		\$24,054.32
SUBCONSULTANT TOTAL				
	Total earned			\$43,842.88
	Retainage @ 5%			\$2,192.14
Total Invoiced Amount				\$41,650.74
TOTAL NOW DUE				\$48,421.10

6666.07

12

Invoice Date: December 21, 2006
 Invoice No.: 6024725(35)

AECOM CONSULT INC. COSTS Invoice #23				
LABOR				
Task #	Person	Hours	Rate	Labor Cost
6	Figura, Roger	61.0	\$94.25	\$5,749.25
8	Coleman, Patrick	18.0	\$54.34	\$978.11
10	Figura, Roger	70.0	\$94.25	\$6,597.50
10	Carini, Sara	21.0	\$37.87	\$795.27
10	Coleman, Patrick	1.0	\$55.09	\$55.09
10	Horst, Toni	10.0	\$60.58	\$605.80
10	Nellisetty, S.	4.0	\$30.98	\$123.92
Subtotal Labor				\$14,904.94
OVERHEAD				
		Labor	Rate	Total OH
		\$14,904.94	165.00%	\$24,593.15
Subtotal Labor + Overhead				\$39,498.09
FEE				
		Labor&OH	Rate	Total fee
		\$39,498.09	11%	\$4,344.79
ODCs				
Task #	Type	Amount		Total ODCs
Total ODCs				\$0.00
AECOM INVOICE TOTAL				
	Total earned			\$43,842.88
	Retainage @ 5%			\$2,192.14
Total Invoiced Amount				\$41,650.74

43,842.88

13

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Lathyn Fischer
Authorized Signature

3/27/07
Date

Board Action Requested

Ratify Final Payment in the amount of \$39,963.74 to DMJM+Harris, Inc. for consulting services on the Central Corridor Downtown St. Paul Loop Alignment Study from October 9, 2006 to December 1, 2006.

ACTION IS REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution
- 2) Accounts Payable forms
- 3) DMJM+Harris, Inc. Invoice Nos. 6023517 and 60019962 and attachments

Budgeting and Accounting

Kathleen Alf

County Attorney

W. Mac Miller

Risk Management

Documentation certified complete for:

April 3, 2007
Board Date

Angelique Taylor
Signature

3-28-07
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: April 3, 2007 No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted with DMJM+Harris, Inc. for consulting services on the Central Corridor Downtown St. Paul Loop Alignment Study; and

WHEREAS, DMJM+Harris, Inc. has satisfactorily completed the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued from October 9, 2006 through December 1, 2006; and

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

WHEREAS, DMJM+Harris, Inc. Invoice No. 6023517 in the amount of \$18,938.79 and Invoice No. 60019962 in the amount of \$21,024.95, attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through December 1, 2006; Now, Therefore Be It

RESOLVED, Final Payment to DMJM+Harris, Inc. in the amount of \$39,963.74 for services rendered through December 1, 2006, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00004245

VOUCHER
Purchase Order Voucher

Page 1
Run Date: 07.Mar.2007
Run Time: 3:15:39 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
07.Mar.2007	6023517/60019962	09.Oct.2006	0000155333	DMJM+HARRIS, INC.	ONL	TROSTBE	P	07.Mar.2007	U	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$39,963.74	\$0.00	1178 PAYSHERE CIRCLE			CHICAGO	IL	60674		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RE	001060	\$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	\$39,963.74	918070001	\$39,963.74		Y	Y	Y	N	RRA	0000000630	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			2006				\$39,963.74			N

Account Name: Consulting Services

Department Name: Ramsey Co Reg Rail Auth-RCRRA

Payment Comments-Check Stub

11/19/06, INV #6023517 AND INV #60019962-SERVICES ON THE CENTRAL CORRIDOR DOWNTOWN ST. PAUL LOOP ALIGNMENT FROM 10/9/06-12/1/06.

Voucher Comments

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

Authorization

Date

3/19/07

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 - 0000000630	12/18/2006		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code: USD		

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

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

Tax Exempt? N Tax Exempt ID:

Line-Schd Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Professional Service	1.00	EA	40,000.00	40,000.00	12/18/2006
Schedule Total					40,000.00	

Mfg ID

Item Total 918470001 40,000.00

Evaluation of Central Corridor Downtown St. Paul Loop Alignment.

Total PO Amount 40,000.00

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

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

Received
11/14/06

In Account With:

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

Invoice Date: 11/13/06
Invoice No.: 6023517
Job No.: 60019962
Customer No.: 3001

Attn: Kathryn DeSpiegelaere

Re: Downtown St. Paul Loop Alignment

PROJECT BILLING SUMMARY

FOR SERVICES PERFORMED FROM OCTOBER 9, 2006 THROUGH OCTOBER 27, 2006

BY TASK

Task #	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
1	\$ 5,000.00	\$ -	\$4,991.54	\$0.00	\$4,991.54	99.8%	\$0.00	1	\$18,938.79	\$18,938.79
2	\$ 18,000.00	\$ -	\$9,459.83	\$0.00	\$9,459.83	52.6%				
3	\$ 15,000.00	\$ -	\$4,121.59	\$0.00	\$4,121.59	27.5%				
4	\$ 2,000.00	\$ -	\$365.83	\$0.00	\$365.83	18.3%				
Project Total	\$ 40,000.00	\$ -	\$18,938.79	\$0.00	\$18,938.79	47.3%				\$18,938.79

BY FIRM

Firm	Original Budget	Revised Budget	Earned			% spent
			This period	Previous	To Date	
DMJM+HARRIS	\$ 20,000.00	\$ -	\$9,825.66	\$0.00	\$9,825.66	49.1%
AECOM Consult.	\$ 15,000.00	\$ -	\$4,121.59	\$0.00	\$4,121.59	27.5%
Connetics	\$ 5,000.00	\$ -	\$4,991.54	\$0.00	\$4,991.54	99.8%
Project Total	\$ 40,000.00	\$ -	\$18,938.79	\$0.00	\$18,938.79	47.3%

PARTICIPATION BY DBE FIRMS

Firm	Original Budget	Revised Budget	Earned			% spent
			This period	Previous	To Date	
Connetics	\$ 5,000.00	\$ -	\$4,991.54	\$0.00	\$4,991.54	99.8%
Project Total	\$ 5,000.00	\$ -	\$4,991.54	\$0.00	\$4,991.54	99.8%

Signature:

Lisa M. Ives
Lisa Ives
DMJM+HARRIS, Inc.

OK

7

Invoice Date:

11/13/06

Invoice No.:

6023517

DMJM+HARRIS COSTS				
LABOR				
Task #	Person	Hours	Rate	Labor Cost
2	Boone, Alan	46.0	\$63.32	\$2,912.72
2	Waltz, Todd	11.0	\$29.48	\$324.28
4	Ives, Lisa	2.0	\$62.59	\$125.18
Subtotal Labor				\$3,362.18
OVERHEAD				
		Labor	Rate	Total OH
		\$3,362.18	163.28%	\$5,489.77
Subtotal Labor + Overhead				\$8,851.95
FEE				
		Labor&OH	Rate	Total fee
		\$8,851.95	11%	\$973.71
ODCs				
Task #	Type	Amount		Total ODCs
Total ODCs				\$0.00
DMJM+HARRIS INVOICE TOTAL				
Total Invoiced Amount				\$9,825.66
SUBCONSULTANT COSTS				
Task #	Firm	Cost		Total Sub Costs
3	AECOM Consult.	\$4,121.59		\$4,121.59
1	Connetics	\$4,991.54		\$4,991.54
SUBCONSULTANT TOTAL				
Total Invoiced Amount				\$9,113.13
TOTAL NOW DUE				\$18,938.79

5

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: 12/07/06
Invoice No.: 6024243 FINAL
Job No.: 60019962
Customer No.: 3001

Attn: Kathryn Fischer

Re: Downtown St. Paul Loop Alignment

PROJECT BILLING SUMMARY

FOR SERVICES PERFORMED FROM OCTOBER 28, 2006 THROUGH DECEMBER 1, 2006

BY TASK

Task #	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
1	\$ 5,000.00	\$ -	\$0.00	\$4,991.54	\$4,991.54	99.8%	\$0.00	1	\$18,938.79	\$18,938.79
2	\$ 18,000.00	\$ -	\$8,533.76	\$9,459.83	\$17,993.59	100.0%		2	\$21,024.95	\$21,024.95
3	\$ 15,000.00	\$ -	\$10,890.71	\$4,121.59	\$15,012.30	100.1%				
4	\$ 2,000.00	\$ -	\$1,600.49	\$365.83	\$1,966.31	98.3%				
Project Total	\$ 40,000.00	\$ -	\$21,024.95	\$18,938.79	#####	99.9%				\$39,963.74

BY FIRM

Firm	Original Budget	Revised Budget	Earned			% spent
			This period	Previous	To Date	
DMJM+HARRIS	\$ 20,000.00	\$ -	\$17,313.60	\$9,825.66	\$27,139.27	135.7%
AECOM Consult.	\$ 15,000.00	\$ -	\$3,711.35	\$4,121.59	\$7,832.94	52.2%
Connetics	\$ 5,000.00	\$ -	\$0.00	\$4,991.54	\$4,991.54	99.8%
Project Total	\$ 40,000.00	\$ -	\$21,024.95	\$13,947.25	\$39,963.74	99.9%

PARTICIPATION BY DBE FIRMS

Firm	Original Budget	Revised Budget	Earned			% spent
			This period	Previous	To Date	
Connetics	\$ 5,000.00	\$ -	\$0.00	\$4,991.54	\$4,991.54	99.8%
Project Total	\$ 5,000.00	\$ -	\$0.00	\$4,991.54	\$4,991.54	99.8%

*Under Loop contract
OK Jfh*

Signature:

Lisa M Ives

Lisa Ives
DMJM+HARRIS, Inc.

6

Invoice Date: 12/07/06
 Invoice No.: 6024243 FINAL

DMJM+HARRIS COSTS				
LABOR				
Task #	Person	Hours	Rate	Labor Cost
2	Boone, Alan	38.00	\$63.32	\$2,406.16
2	Waltz, Todd	11.50	\$29.48	\$339.02
3	Ives, Lisa	39.25	\$62.59	\$2,456.66
4	Ives, Lisa	8.75	\$62.59	\$547.66
Subtotal Labor		97.5		\$5,749.50
OVERHEAD				
		Labor	Rate	Total OH
		\$5,749.50	163.28%	\$9,387.78
Subtotal Labor + Overhead				\$15,137.28
FEE				
		Labor&OH	Rate	Total fee
		\$15,137.28	11%	\$1,665.10
ODCs				
Task #	Type	Amount		Total ODCs
2	OFF- Telephone	\$19.90		\$19.90
2	TRA- Car Rental	\$143.00		\$143.00
2	TRA- Hotel	\$144.64		\$144.64
2	TRA- Meals	\$79.28		\$79.28
2	TRA- Mileage	\$44.50		\$44.50
2	TRA- Parking	\$79.90		\$79.90
Total ODCs				\$511.22
DMJM+HARRIS INVOICE TOTAL				
Total Invoiced Amount				\$17,313.60
SUBCONSULTANT COSTS				
Task #	Firm	Cost		Total Sub Costs
3	AECOM Consult.	\$3,711.35		\$3,711.35
1	Connetics	\$0.00		\$0.00
SUBCONSULTANT TOTAL				
Total Invoiced Amount				\$3,711.35
TOTAL NOW DUE				\$21,024.95

16,802.38

✓
✓
✓
✓
✓
✓

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Fischer
Authorized Signature

3/27/07
Date

Board Action Requested

Ratify report of payments for October 1, 2006 to December 31, 2006.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed Resolution
 2. Memorandum from K. Fischer, dated March 29, 2007
 3. Detail Disbursements by Organizational Unit for October, 2006 through December 2006
 4. Appropriation Budget Status as of December 31, 2006

Budgeting and Accounting

Kathleen A. K...

County Attorney

Phil M. Miller

Risk Management

Documentation certified complete for:

April 3, 2007
Board Date

Angelique Taylor
Signature

3-28-07
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: April 3, 2007 No.: _____

WHEREAS, Payments have been made from the Ramsey County Regional Railroad Authority budget for the period of October 1, 2006 through December 31, 2006 and a record of these disbursements is attached; Now, Therefore, Be It

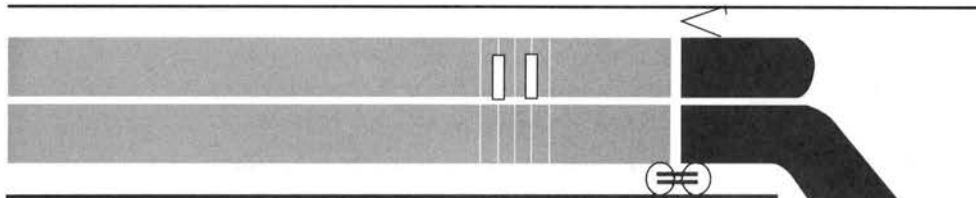
RESOLVED, That the report of payment is accepted by the Ramsey County Regional Railroad Authority.

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



Ramsey County Regional Railroad Authority

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

MEMORANDUM

TO: Ramsey County Regional Railroad Authority
David Twa, County Manager

FROM: Kathy Fischer, Director

DATE: March 29, 2007

SUBJECT: Ramsey County Regional Railroad Authority
Report of Payments: October 1, 2006 through December 31, 2006

Attached for ratification are the following reports:

- A. Detail Disbursements by organization unit for the period October 2006 through December 2006
- B. Appropriation Status as of December 31, 2006.

cc: Budgeting and Accounting

Attachments

2



Report ID: RAP006

Ramsey County ASPEN

Page 1
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program		
2006		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000	All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID	
421102	11/07/06	AP00770529	11/07/06	393.75	RRA 00004057		0001002206	11/20/06		0000108193 Minnesota State Auditor		
Total Account 421102				393.75	State Auditor				Account	421102	Payments: 393.75 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421103	12/31/06	AP00804742	12/31/06	7,264.80	RRA 00004192		00012892	02/16/07		0000100150 Budgeting And Accounting		
Total Account 421103				7,264.80	Budget And Accounting Svcs				Account	421103	Payments: 7,264.80 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421208	10/31/06	AP00769000	10/31/06	1,154.56	RRA 00004041		00012438	11/09/06		0000100153 County Attorney		
421208	11/16/06	AP00771257	11/16/06	1,682.36	RRA 00004082		00012485	11/22/06		0000100153 County Attorney		
421208	12/31/06	AP00798449	12/31/06	230.91	RRA 00004147		00012742	01/19/07		0000100153 County Attorney		
421208	12/31/06	AP00803634	12/31/06	1,418.46	RRA 00004170		00012845	02/09/07		0000100153 County Attorney		
Total Account 421208				4,486.29	County Attorney Services				Account	421208	Payments: 4,486.29 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421402	10/18/06	AP00766614	10/18/06	1,221.00	RRA 00004025		00012335	10/27/06		0000100168 Information Services		
421402	11/15/06	AP00771256	11/15/06	1,269.00	RRA 00004063		00012493	11/22/06		0000100168 Information Services		
421402	12/27/06	AP00797491	12/27/06	1,183.00	RRA 00004129		00012725	01/12/07		0000100168 Information Services		
421402	12/31/06	AP00804742	12/31/06	1,067.00	RRA 00004190		00012895	02/16/07		0000100168 Information Services		
Total Account 421402				4,740.00	Data Proc Srv-Mtce				Account	421402	Payments: 4,740.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421501	10/03/06	AP00764370	10/03/06	1,000.00	RRA 00003997	0000000574	0000992552	10/18/06		0000169579 Capitol Hill Solutions Llc		
421501	10/03/06	AP00764370	10/03/06	2,187.50	RRA 00003999	0000000569	0000992567	10/18/06		0000169391 Diaz,Natalio		
421501	10/05/06	AP00764371	10/05/06	70.00	RRA 00004004	0000000504	0000992558	10/18/06		0000130398 Clj Right Of Way & Realty Services		
421501	10/18/06	AP00766614	10/18/06	2,562.24	RRA 00004026	0000000584	0000996599	10/30/06		0000020305 Lockridge,Grindal Nauen		
421501	11/06/06	AP00770528	11/06/06	1,000.00	RRA 00004051	0000000574	0001002140	11/20/06		0000169579 Capitol Hill Solutions Llc		
421501	11/21/06	AP00772723	11/21/06	2,562.24	RRA 00004086	0000000584	0001005206	12/04/06		0000020305 Lockridge,Grindal Nauen		

3



Report ID: RAP006

Ramsey County ASPEN

Page 2
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period	Fund	Department				Project/Grant	Program					
2006	12501	Ramsey Co Regional Rail Auth				150101 Ramsey Co Reg Rail Auth-RCRRA				00000	All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID	
421501	12/05/06	AP00775031	12/05/06	1,000.00	RRA 00004099	0000000574	0001009679	12/15/06		0000169579 Capitol Hill Solutions Llc		
421501	12/18/06	AP00794277	12/18/06	2,562.24	RRA 00004124	0000000584	0001013731	12/29/06		0000020305 Lockridge,Grindal Nauen		
421501	12/31/06	AP00797206	12/31/06	1,000.00	RRA 00004139	0000000574	0001017644	01/12/07		0000169579 Capitol Hill Solutions Llc		
421501	12/31/06			452.50	RRA 00004160	0000000584			Deleted Voucher	0000020305 Lockridge,Grindal Nauen		
421501	12/31/06	AP00800296	12/31/06	2,562.24	RRA 00004161	0000000584	0001022382	01/30/07		0000020305 Lockridge,Grindal Nauen		
421501	12/31/06			1,343.75	RRA 00004168	0000000569			Deleted Voucher	0000169391 Diaz,Natalio		
421501	12/31/06	AP00801460	12/31/06	1,343.75	RRA 00004169	0000000569	0001024181	02/05/07		0000169391 Diaz,Natalio		
Total Account 421501				17,850.21	Consulting Services				Account 421501	Payments:	17,850.21	
										Journal Entries:	0.00	
										Undisbursed Expenses:	0.00	
421506	10/24/06	AP00768359	10/24/06	2,678.77	RRA 00004029	0000000519	0000998775	11/07/06		0000167213 Mcgrann, Shea, Anderson, Carniva		
421506	10/24/06	AP00768359	10/24/06	2,678.77	RRA 00004031	0000000519	0000998775	11/07/06		0000167213 Mcgrann, Shea, Anderson, Carniva		
421506	11/16/06	AP00772254	11/16/06	2,678.77	RRA 00004068	0000000519	0001004516	11/30/06		0000167213 Mcgrann, Shea, Anderson, Carniva		
421506	12/06/06	AP00775032	12/06/06	2,678.77	RRA 00004103	0000000519	0001009710	12/15/06		0000167213 Mcgrann, Shea, Anderson, Carniva		
421506	12/12/06	AP00793156	12/12/06	2,678.77	RRA 00004116	0000000519	0001012051	12/26/06		0000167213 Mcgrann, Shea, Anderson, Carniva		
Total Account 421506				13,393.85	Legislative Representative				Account 421506	Payments:	13,393.85	
										Journal Entries:	0.00	
										Undisbursed Expenses:	0.00	
421511	10/12/06	AP00764052	10/12/06	37,987.54	RRA 00004018		00012289	10/13/06		0000100162 Public Works		
421511	11/16/06	AP00771257	11/16/06	34,454.55	RRA 00004072		00012508	11/22/06		0000100162 Public Works		
421511	12/12/06	AP00793156	12/12/06	25,234.30	RRA 00004115		00012607	12/22/06		0000100162 Public Works		
421511	12/31/06	AP00797492	12/31/06	25,421.31	RRA 00004148		00012726	01/12/07		0000100162 Public Works		
Total Account 421511				123,097.70	Co Project Management Svcs				Account 421511	Payments:	123,097.70	
										Journal Entries:	0.00	
										Undisbursed Expenses:	0.00	
421519	10/05/06	AP00764371	10/05/06	339.20	RRA 00004001	0000000509	0000992593	10/18/06		0000100299 Kelly Services Inc.		
421519	10/12/06	AP00764373	10/12/06	339.20	RRA 00004019	0000000509	0000992593	10/18/06		0000100299 Kelly Services Inc.		
421519	10/24/06	AP00768359	10/24/06	339.20	RRA 00004036	0000000509	0000998766	11/07/06		0000100299 Kelly Services Inc.		

7



Report ID: RAP006

Ramsey County ASPEN

Page 3
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department		Project/Grant		Program				
2006		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA				00000 All Programs				
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID	
421519	10/31/06	AP00770527	10/31/06	333.90	RRA 00004048	0000000509	0001002180	11/20/06		0000100299 Kelly Services Inc.		
421519	11/06/06	AP00770528	11/06/06	339.20	RRA 00004055	0000000509	0001002180	11/20/06		0000100299 Kelly Services Inc.		
421519	11/15/06	AP00772253	11/15/06	339.20	RRA 00004060	0000000509	0001004509	11/30/06		0000100299 Kelly Services Inc.		
421519	11/16/06	AP00772254	11/16/06	339.20	RRA 00004069	0000000509	0001004509	11/30/06		0000100299 Kelly Services Inc.		
421519	11/28/06	AP00773981	11/28/06	339.20 22.05	RRA 00004089	0000000509	0001008558	12/12/06		0000100299 Kelly Services Inc. MN Use Tax		
421519	12/06/06	AP00775032	12/06/06	339.20	RRA 00004102	0000000509	0001009706	12/15/06		0000100299 Kelly Services Inc.		
421519	12/12/06	AP00793156	12/12/06	339.20	RRA 00004117	0000000509	0001012041	12/26/06		0000100299 Kelly Services Inc.		
421519	12/28/06			339.20 22.05	RRA 00004132	0000000509			Deleted Voucher	0000100299 Kelly Services Inc. MN Use Tax		
421519	12/31/06	AP00797206	12/31/06	339.20	RRA 00004133	0000000632	0001017711	01/12/07		0000100299 Kelly Services Inc.		
421519	12/31/06	AP00797206	12/31/06	339.20	RRA 00004136	0000000633	0001017711	01/12/07		0000100299 Kelly Services Inc.		
421519	12/31/06	AP00798245	12/31/06	265.00	RRA 00004152	0000000638	0001019680	01/19/07		0000100299 Kelly Services Inc.		
Total Account	421519			4,352.15	Clerical Services					Account 421519	Payments: Journal Entries: Undisbursed Expenses:	4,352.15 0.00 0.00
421602	10/03/06	AP00764370	10/03/06	100.00	RRA 00003998	0000000597	0000992478	10/18/06		0000022249 Hmong Cultural Center		
421602	10/17/06	AP00766613	10/17/06	901.00	RRA 00004021	0000000604	0000996603	10/30/06		0000029896 Mcgraw-Hill Companies		
421602	10/17/06	AP00766613	10/17/06	243.60	RRA 00004023	0000000605	0000996561	10/30/06		0000030749 American Public Transit Assoc		
421602	10/31/06	AP00770527	10/31/06	243.60	RRA 00004047		0001002126	11/20/06		0000030749 American Public Transit Assoc		
Total Account	421602			1,488.20	Advertising & Promotion					Account 421602	Payments: Journal Entries: Undisbursed Expenses:	1,488.20 0.00 0.00
421603	10/17/06	AP00766613	10/17/06	163.50	RRA 00004024		0000996569	10/30/06		0000100794 City Of St Paul		
421603	10/31/06	AP00770527	10/31/06	180.00	RRA 00004045		0001002240	11/20/06		0000001770 St Paul,City Of		
421603	11/16/06	AP00772254	11/16/06	178.58	RRA 00004065		0001004546	11/30/06		0000001770 St Paul,City Of		
421603	12/06/06			432.00	RRA 00004100				Deleted Voucher	0000091323 Ramsey County Treasurer		
421603	12/12/06	AP00793156	12/12/06	500.00	RRA 00004109	0000000627	0001012047	12/26/06		0000171996 Liz J Design Company		
421603	12/14/06	AP00793157	12/14/06	88.00	RRA 00004120		0001012000	12/26/06		0000100794 City Of St Paul		

5



Report ID: RAP006

Ramsey County ASPEN

Page 4
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2006		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000 All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
421603	12/27/06	AP00797491	12/27/06	132.00	RRA 00004131		00012726	01/12/07		0000100162 Public Works	
421603	12/31/06	AP00797206	12/31/06	179.05	RRA 00004146		0001017762	01/12/07		0000001770 St Paul, City Of	
Total Account 421603				1,421.13	Printing & Stationery				Account 421603	Payments:	1,421.13
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421701	10/10/06	AP00764050	10/10/06	134.47	RRA 00004011		00012286	10/13/06		0000100163 Comm Human Serv-Presort Mail	
421701	11/15/06	AP00771256	11/15/06	24.52	RRA 00004061		00012482	11/22/06		0000100163 Comm Human Serv-Presort Mail	
421701	12/12/06	AP00793156	12/12/06	41.40	RRA 00004114		00012606	12/22/06		0000100163 Comm Human Serv-Presort Mail	
421701	12/31/06	AP00799147	12/31/06	15.00	RRA 00004157		0001021221	01/25/07		0000172481 Fischer, Kathryn Petty Cash	
421701	12/31/06	AP00803634	12/31/06	35.12	RRA 00004180		00012844	02/09/07		0000100163 Comm Human Serv-Presort Mail	
Total Account 421701				250.51	Postage				Account 421701	Payments:	250.51
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421706	10/24/06	AP00771255	10/24/06	29.82	RRA 00004030		00012513	11/22/06		0000100171 Telecommunications	
421706	10/31/06	AP00769000	10/31/06	5.52	RRA 00004043		00012442	11/09/06		0000100171 Telecommunications	
421706	12/31/06	AP00804742	12/31/06	22.33	RRA 00004191		00012898	02/16/07		0000100171 Telecommunications	
Total Account 421706				57.67	Telephone Long Dist Charges				Account 421706	Payments:	57.67
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421707	10/24/06	AP00768999	10/24/06	464.45	RRA 00004028		00012442	11/09/06		0000100171 Telecommunications	
421707	10/31/06	AP00769000	10/31/06	464.45	RRA 00004050		00012442	11/09/06		0000100171 Telecommunications	
421707	12/12/06	AP00793156	12/12/06	263.20	RRA 00004112		00012609	12/22/06		0000100171 Telecommunications	
421707	12/27/06	AP00797491	12/27/06	263.20	RRA 00004130		00012727	01/12/07		0000100171 Telecommunications	
Total Account 421707				1,455.30	Telephone-Local Service				Account 421707	Payments:	1,455.30
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421710	10/10/06	AP00764372	10/10/06	336.73	RRA 00004009	0000000601	0000992523	10/18/06		0000122690 Verizon Wireless	
421710	11/16/06	AP00772254	11/16/06	334.85	RRA 00004078	0000000618	0001004415	11/30/06		0000122690 Verizon Wireless	



Report ID: RAP006

Ramsey County ASPEN

Page 5
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period	Fund	Department				Project/Grant	Program					
2006	12501	Ramsey Co Regional Rail Auth				150101	Ramsey Co Reg Rail Auth-RCRRA		00000	All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID	
421710	12/14/06	AP00793157	12/14/06	334.85	RRA 00004121	0000000629	0001011958	12/26/06		0000122690 Verizon Wireless		
421710	12/31/06	AP00800296	12/31/06	334.85	RRA 00004163	0000000639	0001022264	01/30/07		0000122690 Verizon Wireless		
Total Account	421710			1,341.28	Telephone-Cellular Service				Account	421710	Payments: 1,341.28 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
422402	11/15/06	AP00771256	11/15/06	20,009.85	RRA 00004062		00012504	11/22/06		0000105596 Property Management		
Total Account	422402			20,009.85	Buildings & Office Space				Account	422402	Payments: 20,009.85 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
422403	10/18/06	0000764563	10/18/06	585.00	Department paid parking at RCGC-West: January - December 2006. Prepared by D. Winek.							
422403	10/18/06	0000764563	10/18/06	780.00	Department paid parking at RCGC-West: January - December 2006. Prepared by D. Winek.							
422403	10/24/06	AP00768999	10/24/06	2,470.00	RRA 00004032		00012441	11/09/06		0000105596 Property Management		
Total Account	422403			3,835.00	Parking Space				Account	422403	Payments: 2,470.00 Journal Entries: 1,365.00 Undisbursed Expenses: 0.00	
422601	10/05/06	AP00764371	10/05/06	223.15	RRA 00004005	0000000600	0000992589	10/18/06		0000023226 Ikon Office Solutions		
422601	11/06/06	AP00770528	11/06/06	101.29	RRA 00004054	0000000613	0001002176	11/20/06		0000023226 Ikon Office Solutions		
422601	12/06/06	AP00775032	12/06/06	90.78	RRA 00004101	0000000621	0001009703	12/15/06		0000023226 Ikon Office Solutions		
422601	12/31/06	AP00798245	12/31/06	1,027.23	RRA 00004158	0000000642	0001019668	01/19/07		0000023226 Ikon Office Solutions		
Total Account	422601			1,442.45	Equipment & Machinery Repairs				Account	422601	Payments: 1,442.45 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
423101	12/14/06	AP00792385	12/14/06	687.56	RRA 00004118		0001011757	12/22/06		0000027761 Longhenry,Kristine		
Total Account	423101			687.56	Tuition				Account	423101	Payments: 687.56 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
423111	12/31/06			143.00	RRA 00004164	0000000641			Deleted Voucher	0000122901 Science Museum Of Minnesota		
423111	12/31/06	AP00799799	12/31/06	143.00	RRA 00004166	0000000641	0001021745	01/26/07		0000122901 Science Museum Of Minnesota		



Report ID: RAP006

Ramsey County ASPEN

Page 6

Run Date Mar 19, 2007

Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2006		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000 All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
423111	11/14/06	AP00770735	11/14/06	30.00	BA 00004781		0000003318	11/21/06		0000158061 Wells Fargo Procurement Card	
423111	11/14/06	AP00770735	11/14/06	75.00	BA 00004781		0000003318	11/21/06		0000158061 Wells Fargo Procurement Card	
Total Account 423111				248.00	Employee Development				Account 423111	Payments: 248.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
423307	11/06/06	AP00770528	11/06/06	600.00	RRA 00004052	0000000611	0001002137	11/20/06		0000009907 Berger Transfer & Storage Inc	
Total Account 423307				600.00	Moving Expense				Account 423307	Payments: 600.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424302	11/29/06	AP00773773	11/29/06	0.00	RRA 00004095		0001007940	12/11/06		0000101630 Governing	
424302	12/12/06	AP00775962	12/12/06	7,500.00	RRA 00004108		0001011228	12/21/06		0000132430 I-35w Corridor Coalition	
Total Account 424302				7,500.00	Membership & Dues				Account 424302	Payments: 7,500.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424303	10/31/06	AP00767575	10/31/06	800.00	RRA 00004038		0000997478	11/02/06		0000168524 Coulson,Art	
424303	10/31/06	AP00767575	10/31/06	760.00	RRA 00004039		0000997479	11/02/06		0000171237 Fischer,Kathryn	
424303	11/15/06	AP00771445	11/15/06	233.61	RRA 00004058		0001003631	11/28/06		0000123524 Morris,Steve	
424303	11/16/06	AP00771446	11/16/06	450.12	RRA 00004073		0001003627	11/28/06		0000171237 Fischer,Kathryn	
424303	11/16/06	AP00771446	11/16/06	1,279.54	RRA 00004075		0001003683	11/28/06		0000157345 Block,David	
424303	11/16/06	AP00772463	11/16/06	480.00	RRA 00004080		0001004852	12/01/06		0000171237 Fischer,Kathryn	
424303	11/20/06	AP00772255	11/20/06	256.06	RRA 00004083		0001004399	11/30/06		0000168524 Coulson,Art	
424303	10/17/06	AP00765558	10/17/06	270.11	BA 00004747		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card	
Total Account 424303				4,529.44	Conference & Seminar				Account 424303	Payments: 4,529.44 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424304	10/05/06	AP00763849	10/05/06	341.63	RRA 00004007		0000991560	10/13/06		0000157345 Block,David	
424304	10/11/06	AP00764051	10/11/06	99.30	RRA 00004015		0000991909	10/16/06		0000123524 Morris,Steve	
424304	10/17/06	AP00765558	10/17/06	212.75	BA 00004747		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card	



Report ID: RAP006

Ramsey County ASPEN

Page 7
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2006		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000 All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
Total Account	424304			653.68	Other Travel					Account 424304	Payments: 653.68 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424305	10/18/06	AP00766614	10/18/06	21.90	RRA 00004027		0000996473	10/30/06		0000123524 Morris, Steve	
424305	12/19/06	AP00795359	12/19/06	36.64	RRA 00004125		0001015307	01/05/07		0000171237 Fischer, Kathryn	
424305	12/19/06	AP00795359	12/19/06	10.35	RRA 00004126		0001015307	01/05/07		0000171237 Fischer, Kathryn	
Total Account	424305			68.89	Volunteer/Comm Meeting Exp					Account 424305	Payments: 68.89 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424306	10/05/06	AP00766397	10/05/06	166.48	RRA 00004008		0000995813	10/27/06		0000030747 Despiegelaere, Kathryn	
424306	10/10/06	AP00766398	10/10/06	8.50	RRA 00004012		0000995813	10/27/06		0000030747 Despiegelaere, Kathryn	
424306	10/11/06	AP00764051	10/11/06	66.72	RRA 00004015		0000991909	10/16/06		0000123524 Morris, Steve	
424306	10/31/06	AP00769385	10/31/06	25.19	RRA 00004046		0001000890	11/15/06		0000171237 Fischer, Kathryn	
424306	11/16/06	AP00772463	11/16/06	40.98	RRA 00004079		0001004852	12/01/06		0000171237 Fischer, Kathryn	
424306	11/21/06	AP00775331	11/21/06	90.91	RRA 00004085		0001009816	12/18/06		0000171237 Fischer, Kathryn	
424306	11/28/06	AP00775332	11/28/06	132.00	RRA 00004088		0001009816	12/18/06		0000171237 Fischer, Kathryn	
424306	12/19/06	AP00795359	12/19/06	58.40	RRA 00004126		0001015307	01/05/07		0000171237 Fischer, Kathryn	
424306	12/19/06	AP00795359	12/19/06	27.20	RRA 00004127		0001015307	01/05/07		0000171237 Fischer, Kathryn	
424306	12/31/06	AP00799147	12/31/06	31.24	RRA 00004157		0001021221	01/25/07		0000172481 Fischer, Kathryn Petty Cash	
424306	10/17/06	AP00765558	10/17/06	10.70	BA 00004747		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card	
424306	10/17/06	AP00765558	10/17/06	478.78	BA 00004747		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card	
Total Account	424306			1,137.10	Ced Meeting Expenses Account					Account 424306	Payments: 1,137.10 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424501	10/05/06	AP00764371	10/05/06	54.50	RRA 00004006		0000992551	10/18/06		0000157345 Block, David	
424501	10/12/06	AP00764052	10/12/06	306.92	RRA 00004017		00012289	10/13/06		0000100162 Public Works	
424501	10/24/06	AP00768999	10/24/06	181.56	RRA 00004034		00012439	11/09/06		0000100148 County Manager	
424501	11/16/06	AP00772254	11/16/06	36.71	RRA 00004074		0001004476	11/30/06		0000157345 Block, David	



Report ID: RAP006

Ramsey County ASPEN

Page 8
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2006		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000 All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
424501	11/16/06	AP00771257	11/16/06	309.69	RRA 00004076		00012508	11/22/06		0000100162 Public Works	
424501	12/07/06	AP00775033	12/07/06	20.69	RRA 00004106		0001009677	12/15/06		0000157345 Block,David	
424501	12/12/06	AP00793156	12/12/06	49.06	RRA 00004110		00012607	12/22/06		0000100162 Public Works	
424501	12/12/06	AP00793156	12/12/06	67.62	RRA 00004113		00012607	12/22/06		0000100162 Public Works	
424501	12/18/06	AP00795619	12/18/06	350.16	RRA 00004122		00012689	01/05/07		0000100162 Public Works	
424501	12/31/06	AP00797492	12/31/06	205.62	RRA 00004149		00012726	01/12/07		0000100162 Public Works	
424501	12/31/06	AP00797206	12/31/06	21.36	RRA 00004150		0001017639	01/12/07		0000157345 Block,David	
424501	12/31/06	AP00803634	12/31/06	115.70	RRA 00004167		00012854	02/09/07		0000100162 Public Works	
Total Account 424501				1,719.59	Mileage/Parking					Account 424501	Payments: 1,719.59 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424507	10/03/06	AP00764370	10/03/06	61.40	RRA 00003996	0000000598	0000992570	10/18/06		0000141766 Dynamex	
424507	10/05/06	AP00764371	10/05/06	41.02	RRA 00004000	0000000599	0000992576	10/18/06		0000012288 Federal Express Corporation	
424507	10/10/06	AP00764372	10/10/06	19.58	RRA 00004010	0000000602	0000992570	10/18/06		0000141766 Dynamex	
424507	10/31/06	AP00770527	10/31/06	11.52	RRA 00004040	0000000607	0001002157	11/20/06		0000141766 Dynamex	
424507	10/31/06	AP00770527	10/31/06	54.19	RRA 00004042	0000000608	0001002162	11/20/06		0000012288 Federal Express Corporation	
424507	12/31/06	AP00798245	12/31/06	14.09	RRA 00004151	0000000636	0001019652	01/19/07		0000012288 Federal Express Corporation	
Total Account 424507				201.80	Messenger Service					Account 424507	Payments: 201.80 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424602	10/05/06	AP00764371	10/05/06	253.00 16.45	RRA 00004002	0000000596	0000992545	10/18/06		0000138382 4 Imprint MN Use Tax	
424602	11/06/06	AP00770528	11/06/06	10.00	RRA 00004053	0000000612	0001002244	11/20/06		0000167301 Stuempert Productions, Inc.	
424602	11/06/06	AP00770528	11/06/06	840.00	RRA 00004053	0000000612	0001002244	11/20/06		0000167301 Stuempert Productions, Inc.	
424602	12/31/06	AP00799147	12/31/06	31.33	RRA 00004157		0001021221	01/25/07		0000172481 Fischer,Kathryn Petty Cash	
Total Account 424602				1,150.78	Special Programs/Awards					Account 424602	Payments: 1,150.78 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424620	11/29/06	AP00773773	11/29/06	16.00	RRA 00004095		0001007940	12/11/06		0000101630 Governing	

10



Report ID: RAP006

Ramsey County ASPEN

Page 9
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2006		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000 All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
Total Account	424620			16.00	Books Periodicals & Subscriptn					Account 424620	Payments: 16.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00
431101	10/05/06	AP00764371	10/05/06	40.49 2.63	RRA 00004002	0000000596	0000992545	10/18/06		0000138382 4 Imprint MN Use Tax	
431101	10/10/06	AP00764372	10/10/06	230.40	RRA 00004013		0000992630	10/18/06		0000001770 St Paul,City Of	
431101	10/24/06	AP00768359	10/24/06	36.89	RRA 00004035	0000000606	0000998617	11/07/06		0000138648 Sign Source	
431101	10/24/06	AP00768359	10/24/06	194.90	RRA 00004035	0000000606	0000998617	11/07/06		0000138648 Sign Source	
431101	11/16/06	AP00772254	11/16/06	169.05	RRA 00004065		0001004546	11/30/06		0000001770 St Paul,City Of	
431101	11/16/06	AP00772254	11/16/06	7.99	RRA 00004067	0000000617	0001004542	11/30/06		0000138648 Sign Source	
431101	11/16/06	AP00772254	11/16/06	42.60	RRA 00004067	0000000617	0001004542	11/30/06		0000138648 Sign Source	
431101	11/30/06	AP00773983	11/30/06	15.96	RRA 00004097	0000000620	0001008446	12/12/06		0000023226 Ikon Office Solutions	
431101	12/31/06	AP00798245	12/31/06	7.99	RRA 00004153	0000000634	0001019771	01/19/07		0000138648 Sign Source	
431101	12/31/06	AP00798245	12/31/06	26.62	RRA 00004153	0000000634	0001019771	01/19/07		0000138648 Sign Source	
431101	10/17/06	AP00765558	10/17/06	-120.83	BA 00004747		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card	
431101	10/17/06	AP00765558	10/17/06	-11.45	BA 00004748		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card	
431101	10/17/06	AP00765558	10/17/06	15.13	BA 00004748		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card	
431101	10/17/06	AP00765558	10/17/06	24.50	BA 00004748		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card	
431101	10/17/06	AP00765558	10/17/06	34.65	BA 00004748		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card	
431101	10/17/06	AP00765558	10/17/06	59.77	BA 00004748		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card	
431101	11/14/06	AP00770735	11/14/06	38.69	BA 00004782		0000003318	11/21/06		0000158061 Wells Fargo Procurement Card	
431101	11/14/06	AP00770735	11/14/06	58.19	BA 00004782		0000003318	11/21/06		0000158061 Wells Fargo Procurement Card	
431101	12/12/06	AP00775284	12/12/06	10.27	BA 00004808		0000003382	12/18/06		0000158061 Wells Fargo Procurement Card	
431101	12/12/06	AP00775284	12/12/06	13.99	BA 00004808		0000003382	12/18/06		0000158061 Wells Fargo Procurement Card	
431101	12/12/06	AP00775284	12/12/06	66.95	BA 00004808		0000003382	12/18/06		0000158061 Wells Fargo Procurement Card	
431101	12/31/06	AP00799769	12/31/06	103.94	BA 00004846		0000003473	01/26/07		0000158061 Wells Fargo Procurement Card	
431101	12/31/06	AP00799769	12/31/06	103.94	BA 00004846		0000003473	01/26/07		0000158061 Wells Fargo Procurement Card	
431101	12/31/06	AP00799769	12/31/06	116.54	BA 00004846		0000003473	01/26/07		0000158061 Wells Fargo Procurement Card	



Report ID: RAP006

Ramsay County ASPEN

Page 10
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program		
2006		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000 All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID	
Total Account 431101				1,289.80	Office Supplies				Account 431101		Payments: Journal Entries: Undisbursed Expenses:	1,289.80 0.00 0.00
431102	10/17/06	AP00765558	10/17/06	28.09	BA 00004748		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card		
431102	10/17/06	AP00765558	10/17/06	44.91	BA 00004748		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card		
431102	10/17/06	AP00765558	10/17/06	65.91	BA 00004748		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card		
431102	10/17/06	AP00765558	10/17/06	152.42	BA 00004748		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card		
431102	10/17/06	AP00765558	10/17/06	246.42	BA 00004748		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card		
431102	10/17/06	AP00765558	10/17/06	367.49	BA 00004748		0000003265	10/23/06		0000158061 Wells Fargo Procurement Card		
431102	12/31/06	AP00799769	12/31/06	245.00	BA 00004846		0000003473	01/26/07		0000158061 Wells Fargo Procurement Card		
431102	12/31/06	AP00799769	12/31/06	578.13	BA 00004846		0000003473	01/26/07		0000158061 Wells Fargo Procurement Card		
431102	12/31/06	AP00799769	12/31/06	578.13	BA 00004846		0000003473	01/26/07		0000158061 Wells Fargo Procurement Card		
Total Account 431102				2,306.50	Computer Operating Supplies				Account 431102		Payments: Journal Entries: Undisbursed Expenses:	2,306.50 0.00 0.00
432001	10/12/06	AP00764373	10/12/06	20.00	RRA 00004020	0000000603	0000992563	10/18/06		0000153659 Crystal Canyon Inc		
432001	11/15/06	AP00772253	11/15/06	15.00	RRA 00004059	0000000616	0001004487	11/30/06		0000153659 Crystal Canyon Inc		
432001	12/14/06	AP00793157	12/14/06	10.00	RRA 00004119	0000000628	0001012007	12/26/06		0000153659 Crystal Canyon Inc		
432001	12/31/06	AP00798245	12/31/06	10.00	RRA 00004159	0000000644	0001019630	01/19/07		0000153659 Crystal Canyon Inc		
Total Account 432001				55.00	Bottled Water				Account 432001		Payments: Journal Entries: Undisbursed Expenses:	55.00 0.00 0.00
441204	12/31/06	0000798602	12/31/06	-1,077.52	Non-capitalized assets charged to the wrong account.							
441204	10/05/06	AP00764371	10/05/06	9,794.81	RRA 00004003	0000000594	0000992589	10/18/06		0000023226 Ikon Office Solutions		
Total Account 441204				8,717.29	Office Furniture And Equipment				Account 441204		Payments: Journal Entries: Undisbursed Expenses:	9,794.81 -1,077.52 0.00
443101	12/31/06	0000798602	12/31/06	1,077.52	Non-capitalized assets charged to the wrong account.							

12



Report ID: RAP006

Ramsey County ASPEN

Page 11
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2006		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000 All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
443101	12/12/06	AP00775284	12/12/06	368.25	BA 00004808		0000003382	12/18/06		0000158061 Wells Fargo Procurement Card	
Total Account		443101		1,445.77	Equipment Costs - Current Exp				Account	443101	Payments: 368.25 Journal Entries: 1,077.52 Undisbursed Expenses: 0.00
Total Program		00000		239,207.34	All Programs				Program	00000	Payments: 237,842.34 Journal Entries: 1,365.00 Undisbursed Expenses: 0.00
Total Project/Grant				239,207.34					Project		Payments: 237,842.34 Journal Entries: 1,365.00 Undisbursed Expenses: 0.00
Total Organization		150101		239,207.34	Ramsey Co Reg Rail Auth-RCRRA				Organization	150101	Payments: 237,842.34 Journal Entries: 1,365.00 Undisbursed Expenses: 0.00

13



Report ID: RAP006

Ramsey County ASPEN

Page 12

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

Run Date Mar 19, 2007
Run Time 2:34:52 PM

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2006		12501 Ramsey Co Regional Rail Auth		150106 RCRRA Northeast Corridor Maint						00000 All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
421208	11/16/06	AP00771257	11/16/06	65.98	RRA 00004082		00012485	11/22/06		0000100153 County Attorney	
421208	12/31/06	AP00798449	12/31/06	395.85	RRA 00004147		00012742	01/19/07		0000100153 County Attorney	
421208	12/31/06	AP00803634	12/31/06	197.93	RRA 00004170		00012845	02/09/07		0000100153 County Attorney	
Total Account 421208				659.76	County Attorney Services				Account 421208	Payments:	659.76
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421511	10/12/06	AP00764052	10/12/06	1,651.65	RRA 00004018		00012289	10/13/06		0000100162 Public Works	
421511	11/16/06	AP00771257	11/16/06	3,481.17	RRA 00004072		00012508	11/22/06		0000100162 Public Works	
421511	12/18/06	AP00795619	12/18/06	13,291.73	RRA 00004123		00012715	01/05/07		0000105596 Property Management	
421511	12/31/06	AP00804742	12/31/06	9,749.30	RRA 00004192		00012892	02/16/07		0000100150 Budgeting And Accounting	
Total Account 421511				28,173.85	Co Project Management Svcs				Account 421511	Payments:	28,173.85
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
424202	10/31/06	AP00770527	10/31/06	47.74	RRA 00004044		0001002024	11/20/06		0000001770 St Paul,City Of	
Total Account 424202				47.74	Assessments				Account 424202	Payments:	47.74
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
Total Program 00000				28,881.35	All Programs				Program 00000	Payments:	28,881.35
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
Total Project/Grant				28,881.35					Project	Payments:	28,881.35
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
Total Organization 150106				28,881.35	RCRRA Northeast Corridor Maint				Organization 150106	Payments:	28,881.35
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00

14



Report ID: RAP006

Ramsay County ASPEN

Page 13

Run Date Mar 19, 2007

Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund	Department					Project/Grant		Program		
2006		12501	Ramsey Co Regional Rail Auth		150111 Red Rock Corridor					00000 All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name		REDR Client ID
425102	12/31/06			468.49	RRA 00004143				Deleted Voucher	0000000556	Washington Co	
Total Account		425102		0.00	Subsidies to Other Entities				Account	425102	Payments:	0.00
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Total Program		00000		0.00	All Programs				Program	00000	Payments:	0.00
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Total Project/Grant				0.00					Project		Payments:	0.00
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Total Organization		150111		0.00	Red Rock Corridor				Organization	150111	Payments:	0.00
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00

15



Report ID: RAP006

Ramsay County ASPEN

Page 14
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program		
2006		12501 Ramsey Co Regional Rail Auth		150112 Union Depot Study						00000	All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name		REDR Client ID
421501	11/16/06	AP00772254	11/16/06	6,655.63	RRA 00004071	0000000588	0001004544	11/30/06		0000108945	St Paul Port Authority	
421501	12/11/06	AP00775753	12/11/06	472.50	RRA 00004107	0000000587	0001010766	12/20/06		0000170191	Zan Associates	
Total Account 421501				7,128.13	Consulting Services					Account 421501	Payments:	7,128.13
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
421522	10/10/06	AP00764372	10/10/06	39,954.43	RRA 00004014	0000000592	0000992568	10/18/06		0000155333	Dmjm+Harris, Inc.	
421522	11/16/06	AP00772254	11/16/06	25,675.76	RRA 00004070	0000000592	0001004491	11/30/06		0000155333	Dmjm+Harris, Inc.	
421522	11/28/06			40,173.57	RRA 00004092	0000000592			Deleted Voucher	0000155333	Dmjm+Harris, Inc.	
421522	11/30/06	AP00773983	11/30/06	14,794.12	RRA 00004098	0000000592	0001008542	12/12/06		0000155333	Dmjm+Harris, Inc.	
421522	12/21/06	AP00794039	12/21/06	8,258.85	RRA 00004128	0000000631	0001013331	12/28/06		0000028179	Briggs & Morgan	
421522	12/31/06	AP00801460	12/31/06	682.13	RRA 00004176	0000000592	0001024183	02/05/07		0000155333	Dmjm+Harris, Inc.	
Total Account 421522				89,365.29	Other Professional Services					Account 421522	Payments:	89,365.29
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
422403	12/31/06	AP00802874	12/31/06	472.57	RRA 00004183		0001026344	02/13/07		0000009478	Central Parking System Inc	
Total Account 422403				472.57	Parking Space					Account 422403	Payments:	472.57
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
424202	10/24/06	AP00768359	10/24/06	6,037.20	RRA 00004037		0000998618	11/07/06		0000001770	St Paul, City Of	
Total Account 424202				6,037.20	Assessments					Account 424202	Payments:	6,037.20
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Total Program 00000				103,003.19	All Programs					Program 00000	Payments:	103,003.19
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Total Project/Grant				103,003.19						Project	Payments:	103,003.19
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00

1/6



Report ID: RAP006

Ramsey County ASPEN

Page 15
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Total Organization 150112

103,003.19 Union Depot Study

Organization 150112

Payments: 103,003.19
Journal Entries: 0.00
Undisbursed Expenses: 0.00

17



Report ID: RAP006

Ramsey County ASPEN

Page 16

Run Date Mar 19, 2007

Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2006		12501 Ramsey Co Regional Rail Auth		150115 Central Corridor Prelim Eng						00000	All Programs
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
421208	12/31/06	AP00798449	12/31/06	98.96	RRA 00004147		00012742	01/19/07		0000100153 County Attorney	
421208	12/31/06	AP00803634	12/31/06	4,189.41	RRA 00004170		00012845	02/09/07		0000100153 County Attorney	
Total Account 421208				4,288.37	County Attorney Services				Account 421208	Payments:	4,288.37
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421511	10/12/06	AP00764052	10/12/06	17,224.11	RRA 00004018		00012289	10/13/06		0000100162 Public Works	
421511	11/16/06	AP00771257	11/16/06	22,808.69	RRA 00004072		00012508	11/22/06		0000100162 Public Works	
421511	12/12/06	AP00793156	12/12/06	285.28	RRA 00004111		00012607	12/22/06		0000100162 Public Works	
421511	12/12/06	AP00793156	12/12/06	21,725.88	RRA 00004115		00012607	12/22/06		0000100162 Public Works	
421511	12/31/06	AP00797492	12/31/06	20,776.92	RRA 00004148		00012726	01/12/07		0000100162 Public Works	
Total Account 421511				82,820.88	Co Project Management Svcs				Account 421511	Payments:	82,820.88
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421602	12/07/06	AP00775033	12/07/06	370.00	RRA 00004104	0000000623	0001009744	12/15/06		0000100546 Universal Languages Provid Ltd	
421602	12/07/06	AP00775033	12/07/06	259.00	RRA 00004105	0000000625	0001009670	12/15/06		0000026019 Asian Translations Inc	
Total Account 421602				629.00	Advertising & Promotion				Account 421602	Payments:	629.00
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421603	10/10/06	AP00764372	10/10/06	2.48	RRA 00004013		0000992630	10/18/06		0000001770 St Paul,City Of	
421603	11/16/06	AP00772254	11/16/06	62.00	RRA 00004065		0001004546	11/30/06		0000001770 St Paul,City Of	
Total Account 421603				64.48	Printing & Stationery				Account 421603	Payments:	64.48
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
424507	11/29/06	AP00773982	11/29/06	19.03	RRA 00004096	0000000619	0001008549	12/12/06		0000012288 Federal Express Corporation	
Total Account 424507				19.03	Messenger Service				Account 424507	Payments:	19.03
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00

18



Report ID: RAP006

Ramsey County ASPEN

Page 17
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Total Program	00000	87,821.76	All Programs
Total Project/Grant		87,821.76	
Total Organization	150115	87,821.76	Central Corridor Prelim Eng

Program	00000	Payments:	87,821.76
		Journal Entries:	0.00
		Undisbursed Expenses:	0.00
Project		Payments:	87,821.76
		Journal Entries:	0.00
		Undisbursed Expenses:	0.00
Organization	150115	Payments:	87,821.76
		Journal Entries:	0.00
		Undisbursed Expenses:	0.00

1a



Report ID: RAP006

Ramsey County ASPEN

Page 18

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

Run Date Mar 19, 2007

Run Time 2:34:52 PM

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program		
2006		12501 Ramsey Co Regional Rail Auth		150180 RCRRA-Proj/Grant				P121007		00000 All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID	
421208	12/31/06	AP00798449	12/31/06	263.91	RRA 00004147		00012742	01/19/07		0000100153 County Attorney		
421208	12/31/06	AP00803634	12/31/06	197.93	RRA 00004170		00012845	02/09/07		0000100153 County Attorney		
Total Account 421208				461.84	County Attorney Services				Account 421208	Payments: 461.84		
										Journal Entries: 0.00		
										Undisbursed Expenses: 0.00		
421522	11/15/06	AP00772253	11/15/06	2,875.00	RRA 00004064	0000000615	0001004485	11/30/06		0000135439 Commercial Partners Title, Llc		
421522	11/28/06	AP00773981	11/28/06	7,000.00	RRA 00004090	0000000610	0001008579	12/12/06		0000157423 Patchin Messner & Dodd		
421522	11/28/06	AP00773981	11/28/06	1,900.00	RRA 00004091	0000000609	0001008522	12/12/06		0000000199 Braun Intertec Corp		
421522	12/31/06	AP00804742	12/31/06	1,813.87	RRA 00004198	0000000614	0001026642	02/14/07		0000000199 Braun Intertec Corp		
Total Account 421522				13,588.87	Other Professional Services				Account 421522	Payments: 13,588.87		
										Journal Entries: 0.00		
										Undisbursed Expenses: 0.00		
Total Program 00000				14,050.71	All Programs				Program 00000	Payments: 14,050.71		
										Journal Entries: 0.00		
										Undisbursed Expenses: 0.00		
Total Project/Grant P121007				14,050.71	P121007				Project P121007	Payments: 14,050.71		
										Journal Entries: 0.00		
										Undisbursed Expenses: 0.00		
Total Organization 150180				14,050.71	RCRRA-Proj/Grant				Organization 150180	Payments: 14,050.71		
										Journal Entries: 0.00		
										Undisbursed Expenses: 0.00		
Total Fund 12501				472,964.35	Ramsey Co Regional Rail Auth				Fund 12501	Payments: 471,599.35		
										Journal Entries: 1,365.00		
										Undisbursed Expenses: 0.00		
Total Budget Period 2006				472,964.35					Budget Period 2006	Payments: 471,599.35		
										Journal Entries: 1,365.00		
										Undisbursed Expenses: 0.00		

20



Report ID: RAP006

Ramsey County ASPEN

Page 19

Run Date Mar 19, 2007

Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program		
2003		12501 Ramsey Co Regional Rail Auth		150111 Red Rock Corridor						00000 All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID	
425102	10/12/06	AP00764373	10/12/06	604.77	RRA 00004016	0000000371	0000992640	10/18/06		0000000556 Washington Co		
425102	10/24/06	AP00768359	10/24/06	319.50	RRA 00004033	0000000371	0000998824	11/07/06		0000000556 Washington Co		
425102	11/16/06			25,675.76	RRA 00004066	0000000371			Deleted Voucher	0000000556 Washington Co		
425102	12/31/06			468.49	RRA 00004144	0000000371			Deleted Voucher	0000000556 Washington Co		
425102	12/31/06	AP00797206	12/31/06	468.49	RRA 00004145	0000000371	0001017787	01/12/07		0000000556 Washington Co		
Total Account		425102		1,392.76	Subsidies to Other Entities				Account		425102	Payments: 1,392.76 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program		00000		1,392.76	All Programs				Program		00000	Payments: 1,392.76 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant				1,392.76					Project			Payments: 1,392.76 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Organization		150111		1,392.76	Red Rock Corridor				Organization		150111	Payments: 1,392.76 Journal Entries: 0.00 Undisbursed Expenses: 0.00

12



Report ID: RAP006

Ramsey County ASPEN

Page 20
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program			
2003		12501 Ramsey Co Regional Rail Auth		150180 RCRRRA-Proj/Grant				G205005		00000 All Programs			
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name		REDR Client ID	
421501	10/31/06	AP00770527	10/31/06	0.00	RRA 00004049	0000000450	0001002196	11/20/06		0000002054	Metropolitan Council		
421501	10/31/06	AP00770527	10/31/06	8,524.41	RRA 00004049	0000000450	0001002196	11/20/06		0000002054	Metropolitan Council		
421501	11/07/06	AP00770529	11/07/06	0.00	RRA 00004056	0000000384	0001002154	11/20/06		0000155333	Dmjm+Harris, Inc.		
421501	11/07/06	AP00770529	11/07/06	21,165.75	RRA 00004056	0000000384	0001002154	11/20/06		0000155333	Dmjm+Harris, Inc.		
421501	11/16/06	AP00771257	11/16/06	0.00	RRA 00004077	0000000450			Closed Voucher	0000002054	Metropolitan Council		
421501	11/16/06	AP00771257	11/16/06	0.00	RRA 00004077	0000000450			Closed Voucher	0000002054	Metropolitan Council		
421501	11/16/06	AP00771257	11/16/06	0.01	RRA 00004077				Closed Voucher	0000002054	Metropolitan Council		
421501	11/16/06	AP00772938	11/22/06	0.00	RRA 00004077	0000000450			Closed Voucher	0000002054	Metropolitan Council		
421501	11/16/06	AP00772938	11/22/06	0.01	RRA 00004077				Closed Voucher	0000002054	Metropolitan Council		
421501	11/16/06	AP00772938	11/22/06	0.00	RRA 00004077	0000000450			Closed Voucher	0000002054	Metropolitan Council		
421501	11/27/06	AP00772724	11/27/06	0.00	RRA 00004087	0000000450	0001005226	12/04/06		0000002054	Metropolitan Council		
421501	11/27/06	AP00772724	11/27/06	4,312.50	RRA 00004087	0000000450	0001005226	12/04/06		0000002054	Metropolitan Council		
421501	11/28/06	AP00773981	11/28/06	0.00	RRA 00004093	0000000384	0001008542	12/12/06		0000155333	Dmjm+Harris, Inc.		
421501	11/28/06	AP00773981	11/28/06	10,173.57	RRA 00004093	0000000384	0001008542	12/12/06		0000155333	Dmjm+Harris, Inc.		
421501	11/28/06			0.00	RRA 00004094	0000000384			Deleted Voucher	0000155333	Dmjm+Harris, Inc.		
421501	11/28/06			7,276.04	RRA 00004094	0000000384			Deleted Voucher	0000155333	Dmjm+Harris, Inc.		
Total Account		421501		44,176.23	Consulting Services				Account		421501		Payments: 44,176.23 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program		00000		44,176.23	All Programs				Program		00000		Payments: 44,176.23 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant		G205005		44,176.23	G205005				Project		G205005		Payments: 44,176.23 Journal Entries: 0.00 Undisbursed Expenses: 0.00



Report ID: RAP006

Ramsey County ASPEN

Page 21
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program		
2003		12501 Ramsey Co Regional Rail Auth		150180 RCRRA-Proj/Grant				P121004		00000 All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID	
442322	12/05/06	0000773066	12/05/06	424,984.00	Payment of the local match on the Union Depot Preliminary Engineering grant award per RCRRA Resolution No. R06-55.							
Total Account	442322			424,984.00	Transit Improvements				Account	442322	Payments:	0.00
										Journal Entries:	424,984.00	
										Undisbursed Expenses:	0.00	
Total Program	00000			424,984.00	All Programs				Program	00000	Payments:	0.00
										Journal Entries:	424,984.00	
										Undisbursed Expenses:	0.00	
Total Project/Grant	P121004			424,984.00	P121004				Project	P121004	Payments:	0.00
										Journal Entries:	424,984.00	
										Undisbursed Expenses:	0.00	
Total Organization	150180			469,160.23	RCRRA-Proj/Grant				Organization	150180	Payments:	44,176.23
										Journal Entries:	424,984.00	
										Undisbursed Expenses:	0.00	
Total Fund	12501			470,552.99	Ramsey Co Regional Rail Auth				Fund	12501	Payments:	45,568.99
										Journal Entries:	424,984.00	
										Undisbursed Expenses:	0.00	
Total Budget Period	2003			470,552.99					Budget Period	2003	Payments:	45,568.99
										Journal Entries:	424,984.00	
										Undisbursed Expenses:	0.00	

23



Report ID: RAP006

Ramsey County ASPEN

Page 22
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department		Project/Grant		Program			
2005	12501	Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA				00000	All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
421501	11/20/06	AP00772722	11/20/06	396.50	RRA 00004084	0000000484	0001005290	12/04/06		0000154904 Thompson,Coburn	
421501	12/31/06	AP00798245	12/31/06	91.90	RRA 00004156	0000000484	0001019791	01/19/07		0000154904 Thompson,Coburn	
421501	12/31/06	AP00800296	12/31/06	152.50	RRA 00004165	0000000484	0001022464	01/30/07		0000154904 Thompson,Coburn	
Total Account		421501		640.90	Consulting Services				Account	421501	Payments: 640.90 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program		00000		640.90	All Programs				Program	00000	Payments: 640.90 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant				640.90					Project		Payments: 640.90 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Organization		150101		640.90	Ramsey Co Reg Rail Auth-RCRRA				Organization	150101	Payments: 640.90 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Fund		12501		640.90	Ramsey Co Regional Rail Auth				Fund	12501	Payments: 640.90 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Budget Period		2005		640.90					Budget Period	2005	Payments: 640.90 Journal Entries: 0.00 Undisbursed Expenses: 0.00

24



Report ID: RAP006

Ramsey County ASPEN

Page 23
Run Date Mar 19, 2007
Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2004		12501 Ramsey Co Regional Rail Auth		150112 Union Depot Study						00000 All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
421522	10/17/06	AP00766613	10/17/06	221.17	RRA 00004022	0000000439	0000996640	10/30/06		0000161169 Tunheim Partners	
421522	11/16/06	AP00772254	11/16/06	408.46	RRA 00004081	0000000439	0001004550	11/30/06		0000161169 Tunheim Partners	
Total Account 421522				629.63	Other Professional Services					Account 421522	Payments: 629.63 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program 00000				629.63	All Programs					Program 00000	Payments: 629.63 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant				629.63						Project	Payments: 629.63 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Organization 150112				629.63	Union Depot Study					Organization 150112	Payments: 629.63 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Fund 12501				629.63	Ramsey Co Regional Rail Auth					Fund 12501	Payments: 629.63 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Budget Period 2004				629.63						Budget Period 2004	Payments: 629.63 Journal Entries: 0.00 Undisbursed Expenses: 0.00



Report ID: RAP006

Ramsey County ASPEN

Page 24

Run Date Mar 19, 2007

Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program		
2007		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000 All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name		REDR Client ID
421519	12/31/06			265.00	RRA 00004142	0000000638			Deleted Voucher	0000100299	Kelly Services Inc.	
Total Account 421519				0.00	Clerical Services					Account 421519	Payments: 0.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421710	12/31/06			334.85	RRA 00004154	0000000639			Deleted Voucher	0000122690	Verizon Wireless	
Total Account 421710				0.00	Telephone-Cellular Service					Account 421710	Payments: 0.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
422601	12/31/06	AP00795898	12/31/06	1,027.23	RRA 00004141	0000000637			Closed Voucher	0000023226	Ikon Office Solutions	
422601	12/31/06	AP00795906	01/08/07	1,027.23	RRA 00004141	0000000637			Closed Voucher	0000023226	Ikon Office Solutions	
422601	12/31/06			118.74	RRA 00004185	0000000646			Deleted Voucher	0000023226	Ikon Office Solutions	
Total Account 422601				0.00	Equipment & Machinery Repairs					Account 422601	Payments: 0.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
423111	12/31/06	AP00795898	12/31/06	143.00	RRA 00004140	0000000635			Closed Voucher	0000018466	Science Museum Of Minnesota	
423111	12/31/06	AP00795906	01/08/07	143.00	RRA 00004140	0000000635			Closed Voucher	0000018466	Science Museum Of Minnesota	
423111	12/31/06			143.00	RRA 00004155	0000000641			Deleted Voucher	0000122901	Science Museum Of Minnesota	
Total Account 423111				0.00	Employee Development					Account 423111	Payments: 0.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424507	12/31/06			14.09	RRA 00004138	0000000636			Deleted Voucher	0000012288	Federal Express Corporation	
Total Account 424507				0.00	Messenger Service					Account 424507	Payments: 0.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
431101	12/31/06			7.99	RRA 00004134	0000000634			Deleted Voucher	0000138648	Sign Source	
431101	12/31/06			26.62	RRA 00004134	0000000634			Deleted Voucher	0000138648	Sign Source	



Report ID: RAP006

Ramsay County ASPEN

Page 25

Run Date Mar 19, 2007

Run Time 2:34:52 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 10/1/2006 through 12/31/2006

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program					
2007		12501		Ramsey Co Regional Rail Auth				150101		Ramsey Co Reg Rail Auth-RCRRA		00000		All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name		REDR Client ID			
Total Account		431101		0.00		Office Supplies				Account 431101		Payments: 0.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00			
Total Program		00000		0.00		All Programs				Program 00000		Payments: 0.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00			
Total Project/Grant				0.00						Project		Payments: 0.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00			
Total Organization		150101		0.00		Ramsey Co Reg Rail Auth-RCRRA				Organization 150101		Payments: 0.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00			
Total Fund		12501		0.00		Ramsey Co Regional Rail Auth				Fund 12501		Payments: 0.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00			
Total Budget Period		2007		0.00						Budget Period 2007		Payments: 0.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00			
Grand Total, full report				944,787.87						Grand Totals		Payments: 518,438.87 Journal Entries: 426,349.00 Undisbursed Expenses: 0.00			

End of Report

27



Report ID: RMGL100

Ramsey County SPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

Page 0. 1
Run Date 19.Mar.2007
Run Time 2:36:30 PM

Business Unit: RC
Budget Period: BY2006

Fund: 12501
To Fiscal Year: 2006

Ramsey Co Regional Rail Auth
To Accounting Period: 12

% of Fiscal Year Elapsed: 100.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150101	All Programs	Other Services & Charges						
	00000	420000	1,627,858.00	0.00	71,551.58	784,971.13	48.22	771,335.29
150101	All Programs	Supplies						
	00000	430000	13,800.00	0.00	-44.61	9,392.39	68.06	4,452.22
150101	All Programs	Capital Outlay						
	00000	440000	118,000.00	0.00	0.00	22,536.58	19.10	95,463.42
150101	All Programs	Contingent						
	00000	470000	180,680.00	0.00	0.00	0.00	0.00	180,680.00
Total for Organization: 150101			1,940,338.00	0.00	71,506.97	816,900.10	42.10	1,051,930.93
Ramsey Co Reg Rail Auth-RCRRA								
150106	All Programs	Other Services & Charges						
	00000	420000	100,170.00	0.00	0.00	41,340.26	41.27	58,829.74
Total for Organization: 150106			100,170.00	0.00	0.00	41,340.26	41.27	58,829.74
RCRRA Northeast Corridor Maint								
150112	All Programs	Other Services & Charges						
	00000	420000	750,000.00	0.00	393,304.07	253,507.51	33.80	103,188.42
Total for Organization: 150112			750,000.00	0.00	393,304.07	253,507.51	33.80	103,188.42
Union Depot Study								

22



Report ID: RMGL100

Ramsey County SPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting PeriodPage 00. 2
Run Date 19.Mar.2007
Run Time 2:36:30 PM

Business Unit: RC

Fund: 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2006

To Fiscal Year: 2006

To Accounting Period: 12

% of Fiscal Year Elapsed: 100.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150113	All Programs 00000	Other Services & Charges 420000	10,000.00	0.00	0.00	0.00	0.00	10,000.00
Total for Organization: 150113			10,000.00	0.00	0.00	0.00	0.00	10,000.00
Diagonal Property - Roseville								
150114	All Programs 00000	Other Services & Charges 420000	1,500.00	0.00	0.00	1,010.00	67.33	490.00
Total for Organization: 150114			1,500.00	0.00	0.00	1,010.00	67.33	490.00
Rush Line Corridor								
150115	All Programs 00000	Other Services & Charges 420000	354,856.00	0.00	0.00	146,491.50	41.28	208,364.50
Total for Organization: 150115			354,856.00	0.00	0.00	146,491.50	41.28	208,364.50
Central Corridor Prelim Eng								
150180	All Programs 00000	Other Services & Charges 420000	100,000.00	0.00	7,031.63	14,050.71	14.05	78,917.66
Total for Organization: 150180			100,000.00	0.00	7,031.63	14,050.71	14.05	78,917.66
RCRRA-Proj/Grant								
410160	All Programs 00000	Transfers 480000	1,000.00	0.00	0.00	1,000.00	100.00	0.00



Report ID: RMGL100

Ramsey County OPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

Page 00. 3
Run Date 19.Mar.2007
Run Time 2:36:30 PM

Business Unit: RC

Fund: 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2006

To Fiscal Year: 2006

To Accounting Period: 12

% of Fiscal Year Elapsed: 100.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
Total for Organization:			410160					
		Operating Transfers	1,000.00	0.00	0.00	1,000.00	100.00	0.00
Total for Fund:			12501					
			3,257,864.00	0.00	471,842.67	1,274,300.08	39.11	1,511,721.25

30



Report ID: RMGL100

Ramsey County OPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

Page 00. 4
Run Date 19.Mar.2007
Run Time 2:36:30 PM

Business Unit: RC**Fund:** 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2006**To Fiscal Year:** 2006**To Accounting Period:** 12**% of Fiscal Year Elapsed:** 100.00

<u>Organization</u>	<u>Program</u>	<u>Account</u>	<u>Adjusted Budget Amount</u>	<u>Pre-Encumbered Amount</u>	<u>Encumbered Amount</u>	<u>Expended Amount</u>	<u>% Expended</u>	<u>Remaining Spending Authority</u>
Report Total:			<u>3,257,864.00</u>	<u>0.00</u>	<u>471,842.67</u>	<u>1,274,300.08</u>	39.11	<u>1,511,721.25</u>

31

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathy Fischer
Authorized Signature

03/27/07
Date

Board Action Requested

Authorize staff to issue a Request for Proposals for Document Control Services.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed Resolution; and
 2. Memorandum from K. Fischer, dated March 27, 2007; and
 3. Proposed Request for Proposal for Document Control Services.

Budgeting and Accounting

County Attorney

Risk Management

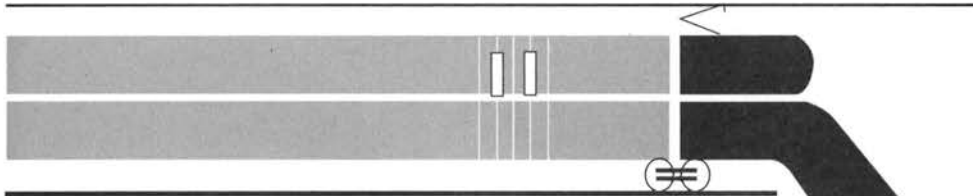


Documentation certified complete for:

April 3, 2007
Board Date


Signature

3-28-07
Date



Ramsey County Regional Railroad Authority

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

MEMORANDUM

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

From: Kathryn Fischer *KF*

Subject: Document Control Request for Proposals

Date: March 27, 2007

Ramsey County Regional Railroad Authority (RCRRA) staff is proposing to hire a document control consulting firm to assist RCRRA in the creation of a document control system for existing and future records and information. The RCRRA works on many projects that received federal funds, and the Federal Transit Administration has been stressing the importance of document control in its projects. Therefore, staff is proposing to hire a consultant to help create a system in compliance with federal policies and regulations.

Recommendation:

Consider the attached resolution, which authorizes staff to issue the request for proposals for a document control system. Staff will be returning to a future meeting to request permission to negotiate with a recommended consultant.

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, Ramsey County Regional Railroad Authority requires the creation of a document control system for existing and future records and information; and

WHEREAS, A request for proposals has been prepared for this work; NOW, THEREFORE, BE IT

RESOLVED, That Ramsey County Regional Railroad Authority authorizes staff to issue the request for proposals.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

2

Ramsey County Regional Railroad Authority RFP
For Document Control
April 2007

I. Project Information

A. Project Overview

Ramsey County Regional Railroad Authority ("Authority") is seeking a consultant to assist the Authority in the creation of a document control system for existing and future records and information. The Authority would like to: identify vital and non-vital records; identify unnecessary records; establish a records retention policy consistent with state and federal regulations; create a records retention schedule; create a detailed, central filing system for continuity purposes; investigate currently available filing systems within the County for central filing system, and train staff on system; and to advise on document imaging needs and processes.

B. Project Budget and Schedule

The proposal shall identify an hourly rate, direct costs, and a total not to exceed maximum. The creation of the document control system should be completed within three months following the signing of a contract—if the Proposer feels a longer schedule is needed, please explain why. In addition, the Proposer should be available for up to one year for interval training for administrative staff as needed.

C. Background

The Authority is dedicated to transit planning for its citizens and for the Twin Cities metropolitan area. The Authority staff works with many transportation partners, including the Federal Transit Administration, the Federal Highway Administration, the Metropolitan Council, Metro Transit, Minnesota Department of Transportation, as well as local counties, cities, and townships and other groups. The Authority manages and participates in planning and construction projects relating to transit. In addition, the Authority owns over 100 acres of right of way purchased to preserve for future transit purposes. Finally, the Authority has a board of seven Ramsey County Commissioners that sets the Authority's levy, creates policy, and directs Authority staff regarding transit projects.

Many of the Authority's planning and transit projects are funded with federal and state funds. Therefore, it is critical that project documents can be easily retrieved, and that appropriate documents are retained per federal and state policies, if applicable. It is also necessary to comply with federal expectations of document control.



3

D. Project Information Contact

Authority personnel are not authorized to discuss this Project. All questions related to the specific project requirements and requests for clarification must be submitted in writing only to the following person by 4:00 p.m. on April 19th:

Alicia Vap, Senior Transit Planner
Ramsey County Regional Railroad Authority
50 West Kellogg Boulevard, Suite 6560
Saint Paul, MN 55102

Questions may be faxed to (651) 266-2761 or e-mailed to alicia.vap@co.ramsey.mn.us

Written responses to all questions received on time will be mailed to all holders of the Request for Proposals by 4:00 p.m. on April 23rd, in the form of addenda. No oral questions will be entertained prior to or after the deadline for written questions specified above. Proposers shall rely only on the provisions of this Request for Proposals and written addenda in preparing their proposals.

Proposers must comply with the provisions of the County's *Evaluation of Proposals: Rules and Guidelines*, attached hereto and made a part of this RFP as **Appendix A**.

II. Scope of Services

A. General

The Authority is seeking a consultant to assist the Authority in the creation of a document control system for existing and future records and information.

B. Project Services

The successful proposal will provide the following services:

1. Overall departmental assessment of records
 - a. Meet with the Director, Project Manager, administrative staff, and others as identified by the Authority to assess the overall departmental needs.
 - b. Finalize a project schedule based on this assessment.
2. Identify vital and non-vital records
 - a. Identify vital records and recommend a strategy for maintaining these records.
 - b. Identify non-vital records and recommend a strategy for what to do with these records.
3. Identify unnecessary records
 - a. Based on Task 2, identify records deemed unnecessary for the Authority.

4. Establish a records retention policy and a deconstruction policy
 - a. Establish a records retention policy for the Authority.
 - b. Work with the County Records Management Center to finalize these policies.
5. Create a records retention schedule
6. Create a detailed, central filing system
 - a. Recommend a detailed, central filing system for all Authority records.
 - b. Train all Authority staff on use of this new system.
 - c. Work with administrative staff to instruct them in the conversion process. This RFP does not cover the Consultant's actual assistance in this conversion process for this phase, though there could be a subsequent contract for this work if deemed necessary by the Authority.
7. Investigate currently available filing systems within the County for central filing system
 - a. Work with the County's Information Services Department and with Authority staff as to the software recommended for the electronic database for the central filing system.
 - b. Create the database with the necessary fields.
 - c. Train the administrative staff to use this database for the purpose of entering all Authority records. Again, this RFP does not cover the Consultant's actual assistance in this subtask, though there could be a subsequent contract for this work if deemed necessary by the Authority.
 - d. Train Authority staff to use this database.
8. Advise on document imaging needs and processes
 - a. Evaluate if there is a need for document imaging.
 - b. Recommend to the Authority a process for document imaging, if applicable. The County is investigating the need for an enterprise-wide imaging system, and the Consultant will need to take this into consideration when making this recommendation so documents could be incorporated into the County's system.

III. Request for Proposals Timetable

Request for Proposals Issued		April 3 rd
Deadline for Written Questions	4:00 p.m.	April 19 th
Written Responses Sent	4:00 p.m.	April 23 rd
Proposals Due	2:00 p.m.	May 4 th



5

IV. Proposal Submission

A. Valid Proposal

1. In order to be considered valid, the proposal shall be in writing, submitted on time, and be signed by an officer of the company who can be accountable for all representations.
2. The proposal must contain the following information, presented in the order shown:
 - a. Letter of transmittal to:

Alicia Vap, Senior Transit Planner
Ramsey County Regional Railroad Authority
50 West Kellogg Boulevard, Suite 6560
Saint Paul, MN 55102

This letter must include:

- Name, address, and phone number of the Proposer;
 - Indicate ability to provide resources to complete the project;
 - Acknowledge receipt of additions to the RFP, if any; and
 - Indicate ability to comply with contract conditions.
- b. Profile of proposer, including size and organizational structure and past history.
 - c. Description of proposer's overall approach or solution
 - d. Breakdown of project by phases or tasks. For each phase or task listed, identify:
 - 1) Specific staff to be involved, roles, responsibilities
 - 2) Time commitment for each person
 - 3) Timeline
 - 4) Deliverables
 - 5) Authority responsibilities
 - e. Description of proposer's past experience providing similar services, particularly with government records, but especially related to federal projects/records
 - 1) Names and telephone number of contact persons
 - 2) Description of proposer's role
 - f. Resumes of key project participants, including prior projects of similar size and scope for which the participants played the same or a similar role.
 - g. Costs



6

- 1) All costs to be charged to the Authority
- 2) Hourly rates for staff

B. Proposal Submission Process

1. Notice to Proposer
 - a. The Authority is not responsible for costs incurred by anyone responding to this Request for Proposals.
 - b. Upon submission, all proposals become the property of the Authority, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
 - c. The Authority expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals.
 - d. The Authority is not bound to accept the lowest cost proposal.
 - e. Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.
 - f. The Authority reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of proposers as the Authority deems to be in its best interests.
 - g. The Authority reserves the right to request any additional information at any stage of the Request for Proposals process. Compliance shall be at proposer's expense.
2. Proposers must comply with the provisions of **Appendix A.**

C. Submission

1. Proposals are due by 2:00 p.m. on Friday, May 4th. Submit to:

Alicia Vap, Senior Transit Planner
Ramsey County Regional Railroad Authority
50 West Kellogg Boulevard, Suite 6560
Saint Paul, MN 55102

Faxed proposals will not be accepted.

2. The response must include an original and 4 copies of the proposal, including one unbound copy. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned proposals may be considered invalid.



3. A proposal may be withdrawn on written request of the proposer prior to the proposal due date. Negligence of the proposer in preparing this proposal confers no right to withdraw the proposal after the proposal due date. Prior to the due date, changes may be made, provided the change is initialed by the proposer or the proposer's agent. If the intent of the proposer is not clearly identifiable, the interpretation most advantageous to the Authority will prevail. Once submitted, a proposal becomes public property and will not be returned.
4. Failure to submit a proposal on time may constitute grounds for the rejection of the proposal.
5. All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

V. Evaluation and Contract Award

A. Evaluation

1. The Authority reserves the right to waive any minor irregularities in the proposal request process.
2. The Authority reserves the right to interview any or all proposers at its discretion.
3. Proposals will be evaluated by a Proposal Evaluation Team in accordance with the provisions of **Appendix A**.
4. The Proposal Evaluation Team will be made up as follows:
Authority Director and Project Manager, and the County Compliance and Records Manager
5. The Authority will review proposals based on the following criteria:
 - a. The experience of the firm in projects with similar characteristics, particularly projects with federal funds
 - b. Experience of Project Manager and key personnel assigned to the project.
 - c. Availability of the Project Manager and the Team
 - d. Comprehensiveness and quality of the proposed work plan
 - e. Cost relative to the proposed level of effort and products
 - f. Ability to perform work within a budget
 - g. Other factors determined relevant by the Evaluation Team
6. The Ramsey County Regional Railroad Authority will make the final decision, after considering recommendations by the Proposal Evaluation Team and the Authority Director.

B. Contract

1. The agreement to be executed between the successful proposer and the Authority will include the provisions of the County's *General Terms and Conditions*, attached hereto and made a part of this RFP as **Appendix B**, and provisions of the successful proposer's proposal not inconsistent with the RFP, unless otherwise agreed to by the Authority.
2. Prior to execution of a contract by the Authority, the successful proposer shall provide a certificate of insurance acceptable to the County Attorney's Office evidencing, at a minimum, the coverage required by the provisions of **Appendix B**.

EVALUATION OF PROPOSALS
GENERAL RULES APPLICABLE TO THE SELECTION PROCESS

1. Each proposer will be treated equally and fairly, with decisions being made on announced criteria using only information received through the selection process.
2. Each potential vendor and selection panel member shall receive a copy of this Evaluation of Proposals rules and guidelines as part of the RFP solicitation.
3. All contact following issuance of the RFP until submission of proposals is through the Division of Contract and Analysis Services. **Except as provided in these rules, attempts to contact County staff, elected officials, or evaluation team members directly during that time will result in rejection of a proposal.**
4. If a vendor contacts County staff, elected officials, or evaluation team members directly for technical assistance relating to the submission, the staff, official or member shall refer the vendor to the Division of Contract and Analysis Services without further discussion and without disqualifying the vendor from consideration pursuant to Rule 3., above. If a request for technical assistance regarding the submittal is made to the Division of Contract and Analysis Services by a vendor, County staff, elected officials, or evaluation team members may meet jointly with staff from the Division of Contract and Analysis Services and the vendor, solely for the purpose of providing such technical assistance. Technical assistance means clarification or explanation of the County's procurement practices and policies and of the proposal process, including the steps necessary to be completed in order to submit a valid proposal.
5. The RFP shall describe the evaluation and selection process, including criteria, and may include weighting, whether oral interviews will be given, and identification of the selection team.

GUIDELINES FOR THE SELECTION PROCESS

It is the purpose of these guidelines to ensure that the selection process be conducted in such a manner as to treat each proposer in a fair and equal manner. (The outlined process reflects the practices typically followed in the County's current selection process.)

1. After the proposal submission date, the Division of Contract and Analysis Services provides members of the selection team with a copy of each proposal and with the appropriate number of evaluation forms, as developed by staff from the initiating department, by the selection team, or jointly.
2. Members independently evaluate each written proposal, using the evaluation criteria set out in the RFP, and complete an evaluation form for each proposal.

3. The selection team meets to exchange and tabulate the evaluations of the written proposals.
4. If oral interviews are part of the selection process:
 - a. The team can request a technical review of the proposals by staff before deciding how many proposers to interview.
 - b. Each proposer should be given the same amount of time, be asked the same core questions, and be interviewed by the same people.
 - c. If standard written questions are to be used, the team can submit questions to proposers ahead of time or when the proposer arrives for the interview. Questions can be developed by the team, by the staff of the initiating department, or jointly.
 - d. Team members should not discuss the interviews until all interviews have been held and evaluation forms have been completed.
 - e. Each team member completes an evaluation form based on the oral interview, using the criteria set out in the RFP and the evaluation form developed either by the selection team or by staff from the initiating department.
 - f. The team meets to exchange and tabulate the evaluations based on the oral interviews and to tabulate a composite rating for each proposal based on both the written proposal and the oral interview, giving weight to each component as described in the RFP.
5. Reference checks are conducted for the selected number of top-ranking proposers.
6. Selection team meets to receive information from reference checks and to make final selection, unless the team as a whole determines that additional information is required.
7. The Division of Contract and Analysis Services contacts proposers for additional information requested by the team (if required).
8. After consideration of all information, and selection of a proposer, the team prepares a written recommendation for submission to the County Board. The written recommendation shall clearly describe the selected proposer's qualifications using the established criteria and shall contain a summary of the proposals submitted by the top three or more proposers.
9. The issuing department will coordinate preparation of the summaries and documentation for County Board approval.

Adopted Board of Ramsey County Commissioners November 28, 1995 Resolution 95-538



11

Appendix B
GENERAL TERMS AND CONDITIONS

1. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Contractor as the employee of the County 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 County. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

2. Indemnification

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

3. Insurance

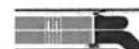
1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

2. The Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the County throughout the term of this Agreement.

2.1 Commercial General Liability Insurance

2.1.1 \$ 1,000,000 per occurrence
\$ 2,000,000 general aggregate
\$ 2,000,000 products/completed operations total limit
\$ 1,000,000 personal injury and advertising liability

2.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 07 98 or its equivalent.



12

- 2.1.3 Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Contractor, using ISO endorsement form CG 20 10 10 01 or its equivalent.
- 2.2 Automobile Insurance
Note: Required only if the Contractor is driving on behalf of the County as part of the Contractor's services under this Agreement.
- 2.2.1 Coverage shall be provided for hired, non-owned and owned auto.
- 2.2.2 Minimum limits: \$1,000,000 combined single limit.
- 2.3 Workers' Compensation and Employer's Liability
- 2.3.1 Workers' Compensation as required by Minnesota Statutes
- 2.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
- 2.4 Professional Liability/Errors and Omissions Coverage (if applicable)
- 2.4.1 Per Claim Limit: \$1,000,000
Aggregate Limit: \$2,000,000
- 2.4.2 All policies shall be written as acceptable to the County.
- 2.4.3 Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.
- Note: Use 2.4.4 only where the Contractor is providing services to clients, customers, patients, and inmates and NOT directly to the County.*
- 2.4.4 Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.
3. Crime and Fidelity Bond (Applicable if the Contractor is handling money for the County or has fiduciary responsibilities): \$ _____
4. All Certificates of Insurance shall provide that the insurance company gives the County thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.



13

5. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
 6. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the County. Copies of insurance policies shall be submitted to the County upon request.
 7. Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, limits, or exceptions on liability.
 8. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.
4. **Non-Assignability**
The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the County.
5. **Unavailability of Funding**
The purchase of services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources. The County may immediately cancel this Agreement, or a portion of the services to be provided under this Agreement, if the funding for the services is no longer available to the County. Upon receipt of the County's notice of cancellation of the Agreement, or of a portion of the services to be provided under this Agreement, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent they relate to the Agreement or the portions of this Agreement for which funding has become unavailable.
6. **Non-Conforming Services**
The acceptance by the County of any non-conforming services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.



14

7. Equal Employment Opportunity

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

8. Workforce Diversity

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

9. Prevailing Wage

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

For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

10. Workplace Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Workplace Violence Prevention and Respectful Workplace Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

11. Subcontractor Payment

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

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

12. Setoff

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

13. Data Practices

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

14. Compliance With Applicable Law

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

15. Audit

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

16. Termination

a. With Cause

The County reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the County. In the event that the County exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall

take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

b. Without Cause

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

17. Conflict of Interest

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

18. Waste Reduction

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

19. Alteration

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

20. HIPAA Compliance

The Contractor agrees to implement and comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191), as it may be amended from time to time.

21. Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

22. Prompt Payment

Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

23. Reimbursable Expenses (If applicable)

If reimbursement of expenses is specifically authorized in the agreement, the provisions of this paragraph shall apply. The County will pay the Contractor for mileage costs incurred in the performance of services under this Agreement at the rate currently paid to reimburse County employees. All air travel shall first be authorized by the County, and shall be reimbursed at the cost of economy fare. Related food, ground transportation, and lodging expenses shall be reimbursed at a rate consistent with the Runzheimer Index.

All other allowable expenses will be reimbursed at the Contractor's actual cost.

24. Entire Agreement

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

6

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Fischer
Authorized Signature

3/27/07
Date

Board Action Requested

Metropolitan Council Agreement for state funds for Union Depot in the amount of \$3,500,000.00.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed State Funding Resolution;
 2. Memorandum from K. Fischer, dated March 26, 2007; and
 3. Pass Through Grant Agreement for State Funding (SG-2006-171).

Budgeting and Accounting

Kathleen A. K.

County Attorney

Will McArthur

Risk Management

Documentation certified complete for:

April 3, 2007
Board Date

Angelique Taylor
Signature

3-28-07
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: April 3, 2007 No.: R07-

WHEREAS, Ramsey County Regional Railroad Authority has been awarded \$3,500,000 in state bonding for Union Depot; and

WHEREAS, The funds will be used for environmental, engineering, restoration and financial work for the Union Depot Multi-modal Transit Hub; and

WHEREAS, The funds will be used to match available federal funding for the Union Depot Multi-modal Transit Hub; NOW, THEREFORE, BE IT

RESOLVED, That Ramsey County Regional Railroad Authority approves the grant agreement with the Metropolitan Council for the pass through of state funds for Union Depot in the amount of \$3,500,000; and BE IT FURTHER

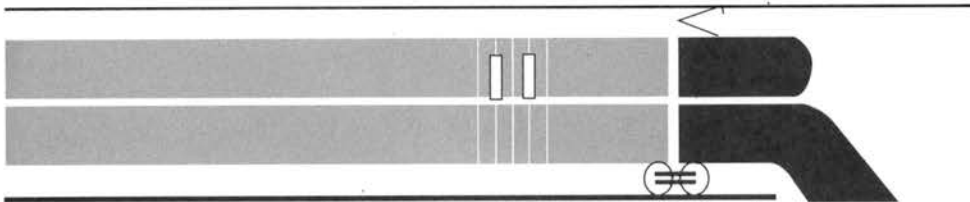
RESOLVED, That Ramsey County Regional Railroad Authority authorizes its Chair to execute the agreement.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

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

MEMORANDUM

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

FROM: Kathy Fischer *KF*

DATE: March 26, 2007

SUBJECT: Metropolitan Council Funding Agreement for Union Depot

The Union Depot Multi-modal Transit Hub received \$3.5 million in state bond funds from the 2006 legislative session to acquire land and structures, to renovate structures, and for design, engineering, and environmental work. These funds will be used to match federal funds. To access these funds, Ramsey County Regional Railroad Authority (RCRRA) must enter into a grant agreement with the Metropolitan Council. An agreement has been developed with the Metropolitan Council to make these funds available to the RCRRA.

These funds would be used for the environmental and engineering work necessary to advance the Depot project. This funding will match \$1,699,935 in federal funding already available in a pass-through agreement with the Council approved in August, 2006 and the \$50 million in federal funding for the Depot received under SAFETEA-LU. The \$50 million will not be available until the completion of the Depot Environmental Assessment.

Approximately \$425,000 will be used to match the already available federal funding and the rest will be combined with other state and county funding to provide the \$12.5 million match required for the \$50 million SAFETEA-LU funding.

2

Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager
March 26, 2007
Page 2

Recommendation:

- A. Consider the attached resolution approving a grant agreement with the Metropolitan Council to access \$3.5 million in 2006 state bond funds, and authorizing the Chair to sign the Grant Agreement.

Attachments

- Proposed Resolution
- Proposed Grant Agreement

3

PASS THROUGH GRANT AGREEMENT

Grantee:	Ramsey County Regional Railroad Authority	SG-2006-171
Address:	Ramsey County Regional Railroad Authority 50 West Kellogg Blvd., St. Paul, MN 55102	
Grant Project:	To acquire land and structures, to renovate structures, and for design, engineering, and environmental work to revitalize Union Depot for use as a multimodal transit center in St. Paul.	
Maximum Grant Amount:	\$3,500,000.00	Council Action: October 23, 2006
Council Proceeds:	\$.00	
State GO Bonds:	\$3,500,000.00	
Grant Term:	October 23, 2006 to December 31, 2008	
Project Administrator:	Cole Hiniker	

AGREEMENT

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

RECITALS:

1. The Minnesota Legislature, by Minnesota Laws 2006, Chapter 258, Section 17, Subdivision 7, appropriated state bond funds to the Council for the Grantee to acquire land and structures, to renovate structures, and for design, engineering, and environmental work to revitalize Union Depot for use as a multimodal transit center in St. Paul. ("State Bond Appropriation").
2. The Council desires to pass through the state bond funds to the Grantee under the terms and conditions of this agreement.

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

I. GRANTEE PERFORMANCE OF GRANT PROJECT

1.01 Grant Project. The Grantee agrees to perform and complete in a satisfactory and proper manner the Grant Project specified above in accordance with the terms and conditions of this agreement.

1.02 Use of Contractors. The Grantee may engage contractors to perform Grant Project activities. However, the Grantee retains primary responsibility to the Council for performance of the Grant Project and the use of such contractors does not relieve the Grantee from any of its obligations under this agreement. If the Grantee engages any contractors to perform any part of the Grant Project activities, the Grantee agrees that the contract for such services shall include provisions that will require the contractor to:

- a. maintain all records and provide all reporting as required by this agreement;

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

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

II. AUTHORIZED USE OF GRANT FUNDS

2.01 Authorized Uses. The Grantee is authorized to use the grant awarded under this agreement only for costs directly incurred for the Grant Project activities specified in paragraph 1.01 and only during the Project Activity Period specified in paragraph 6.01. No other use of grant funds is permitted.

2.02 Compliance With Bond Proceed Laws. The Grantee agrees to comply with the provisions of all applicable state and federal laws, rules, and regulations pertaining to the use of bond proceeds. This grant is financed with bonds issued in accordance with federal arbitrage restrictions. The Grantee will not use the grant funds in any way which would cause the bonds to be classified as "Arbitrage Bonds" under the Internal Revenue Code. The Grantee will not take any action that would adversely affect the exemption from federal income taxation of the bonds or omit to take any action necessary to maintain such tax exempt status.

2.03 Acknowledgment. The Grantee acknowledges that the state bond funds will be used to reimburse the Council and therefore the Project is subject to the requirements of Minnesota Statutes section 16A.695 and the Addition Provisions to the Grant Agreement, which are attached hereto and incorporated herein to this grant as **Exhibit A** ("the Additional Provisions"). The requirements in the Additional Provisions are in addition to and do not supplant requirements found elsewhere in this agreement. If any requirement in the Additional Provisions is inconsistent with a provision found elsewhere in this agreement and is irreconcilable with such provision, the requirement in the Additional Provisions shall prevail.

2.04 Declaration as to Use of State Bond Proceeds. When state bond proceeds are used to acquire or improve real property in whole or in part, the Grantee shall cause to be recorded in the official real estate title records maintained by the county recorder for the county in which the property is located, the following declaration:

The Property is bond financed property within the meaning of Minnesota Laws 1996, Chapter 463, Section 7, and cannot be sold, mortgaged, or otherwise disposed of by the public officer or agency which has jurisdiction over it or owns it without the approval of the Minnesota Commissioner of Finance, which approval must be evidenced by a written statement signed by the Commissioner of Finance and attached to the

deed, mortgage, or instrument used to sell, mortgage, or otherwise dispose of the Property.

Title to the property shall remain subject to this restriction until (i) the restriction has been fully complied with as evidenced by a written approval from the Minnesota Commissioner of Finance, or (ii) a written release, releasing the property from the restriction, signed by the Minnesota Commissioner of Finance, is recorded in the real estate records relating to the property. This declaration shall be made in substantially the form attached to this agreement as part of the Additional Provisions in **Exhibit A, Attachment I.**

The Council has the ability to withhold payment of the grant proceeds unless and until the Declaration has been filed with the county recorder for the county in which the property is located.

III. MAXIMUM GRANT AMOUNT AND DISTRIBUTION

3.01 Maximum Grant Amount. The Council agrees to make available to the Grantee a grant of up to \$3,500,000.00 ("Maximum Grant Amount") for the Grant Project. Of this amount \$3,500,000.00 are proceeds from the State Bond Appropriation and \$0.00 are Council bond proceeds. In no event will the Council's obligation under this agreement exceed the Maximum Grant Amount. The Council shall bear no responsibility for cost overruns that may be incurred by the Grantee in performance of the Grant Project.

3.02 Distribution of Grant Funds. Grant funds will be distributed by the Council as follows:

- a. All payments to the Grantee shall be made on a reimbursement basis only.
- b. To obtain reimbursement under this agreement, the Grantee must submit a Reimbursement Request/Progress Report in a format prescribed by the Council. Reimbursement Request/Progress Reports may be submitted not more frequently than once per calendar month, but must be submitted at least semi-annually by December 1 and June 1 of each calendar year during the term of this agreement.
- c. Each Reimbursement Request/Project Report must include a description of the activities undertaken in connection with the Grant Project and an itemization of expenditures for which reimbursement is requested, along with supporting documentation. The Grantee must also submit any additional information or documentation requested by the Council to justify and support the Grantee's Reimbursement Request.
- d. Upon review and approval of the Reimbursement Request, the Council will distribute to the Grantee the approved Reimbursement Request amount. The Council may deny part or all of any Reimbursement Request if it believes that it is not warranted or justified.
- e. No reimbursement payment will be made which would cause distribution of grant funds to exceed, cumulatively through such payment, the Maximum Grant Amount.
- f. Distribution of any funds or approval of any report is not to be construed as a Council waiver of any Grantee noncompliance with this agreement.

3.03 Distribution of Grant Funds for Large Expenditures. In the event of an anticipated grant-eligible expenditure in a liquidated amount in excess of \$50,000, grant proceeds may at the Council's discretion be distributed as follows:

- a. The Grantee must submit a Check Request/Progress Report requesting payment of grant proceeds in the form of check made out jointly to the Grantee and to the contractor or vendor to whom the grant eligible payment is owed. The Check Request must be in a format prescribed by the Council and may be submitted only after the Grantee incurs a payment obligation to the contractor or vendor.

- b. Each Check Request/Project Report must include a description of the expenditure for which the check is requested, along with supporting documentation. The Grantee must also submit any additional information or documentation requested by the Council to justify and support the Grantee's Check Request.
- c. Upon review and approval of the Check Request, the Council will issue a joint payee check to the Grantee and the contractor or vendor. The Council may deny part or all of any Check Request if it believes that it is not warranted or justified.
- d. No check will be issued which would cause distribution of grant funds to exceed, cumulatively through such payment, the Maximum Grant Amount
- e. The Grantee's endorsement on the check will be deemed to be a certification by the Grantee that the full amount of the check is for payment to the joint payee on the check and that no portion of the proceeds of the check will be paid to or retained by the Grantee.
- f. Issuance of a check or approval of any report is not to be construed as a Council waiver of any Grantee noncompliance with this agreement

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

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Grant Project Costs. All costs charged to the Grant Project must be supported by proper documentation, including properly executed invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

4.02 Establishment and Maintenance of Grant Project Information. The Grantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to: i) Grantee's performance under this agreement, and ii) the receipt and expenditure of all grant funds under this agreement. These documents shall include the property records required by article VIII of this agreement. The Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall retain intact all Grant Project information until the latest of:

- a. complete performance of this agreement; or
- b. six (6) years following the term of this agreement; or
- c. if any litigation, claim, or audit is commenced during either such period, when all such litigation, claims or audits have been resolved.

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

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

V. MONITORING AND CONSULTATION REQUIREMENTS; FINAL REPORT

5.01 Monthly, Quarterly and Annual Reports. Along with each monthly invoice, Grantee shall submit a calendar monthly report to the Council for review and approval. Each monthly report shall include a detailed summary of completed Grant Project activities and expenditures for such month including the following information:

- a. A description of work or progress covered by the invoice.
- b. The total amount of reimbursement requested.
- c. A breakdown of expenses by approved line item budget in a manner that reflects total approved amount, current amount requested, cumulative total requested to-date, and unexpended balance by line item.
- d. Certification by an authorized Grantee representative that the invoice has been reviewed, that the costs have been properly incurred and used solely for the purposes of the work described in this Agreement, and that the amount charged is correct and in accordance with the terms of this Agreement.
- e. Other information as deemed necessary for completion of required reports.

Grantee shall submit a calendar quarterly report to the Council for review and approval. The quarterly report shall be a compilation of the information provided in the monthly reports for that calendar quarter. The calendar quarterly report is due within fifteen (15) days after the end of each calendar quarter.

5.02 Final Report. Upon completion of the Grant Project and not later than sixty (60) calendar days after the end of the Project Activity Period, the Grantee must submit a final report for Council review and approval describing the activities and expenditures for the Grant Project and containing a final accounting of grant expenditures. The final report must include an inventory of Grant Project property as required by article VIII of this agreement.

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

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

5.05 Consultation. The Grantee agrees specifically to review and solicit recommendations and advice from the Council's staff at the earliest possible time if and when the Grantee expects that the following will or may occur:

- a. the costs for any portion of the Grant Project will be higher than the Grantee's projected costs for that portion of the Grant Project, or
- b. the total cost of the Grant Project will exceed the Maximum Grant Amount.

If the Grantee, for any reason, determines that the Grant Project or any portion of it should not be undertaken, or that there should be a change in the scope or costs of the Grant Project or any portion of it, the Grantee shall submit to the Grant Manager a statement describing the situation and

giving the reasons for the Grantee's determination. The Grantee may, simultaneously with the submission of the statement or within a reasonable time thereafter, recommend for Council approval alternative projects, activities, uses, expenditures, or allocations of grant funds.

VI. GRANT PROJECT ACTIVITY PERIOD; TERM; TERMINATION

6.01 Grant Project Activity Period. The Grantee agrees to complete all Grant Project activities during the period from October 23, 2006 through December 31, 2008 ("Project Activity Period"). Grant funds may not be used by Grantee to reimburse costs for any Grant Project activities taking place before the beginning or after the end of the Project Activity Period.

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

6.03 Termination by Council for Convenience. The Council may terminate this agreement, for just cause, as determined by the Council in its commercially reasonable judgment, by providing Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination Grantee shall be entitled to compensation for Grant Project activities in accordance with this agreement which were incurred prior to the effective date of the termination, but not exceeding the Maximum Grant Amount.

6.04 Termination by Council for Noncompliance. If the Council finds that there has been a failure to comply with the provisions of this agreement, the Council may terminate the agreement at any time following seven (7) calendar days written notice to the Grantee and upon failure of the Grantee to cure the noncompliance within the seven-day period. Noncompliance includes failure to make reasonable progress toward completion of the Grant Project. At the Council's option, the Council may cease payment of invoices during any period in which the Grantee is not in compliance with this agreement. If the Council finds that the Grantee's noncompliance is willful and unreasonable, the Council may terminate or rescind this agreement and require the Grantee to repay the grant funds in full or in a portion determined by the Council. Nothing herein shall be construed so as to limit the Council's legal remedies to recover grant funds.

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

VII. CONTACT PERSONS; GRANT MANAGER

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

COUNCIL:

Cole Hiniker
Metropolitan Council
390 North Robert Street
Saint Paul, MN 55101-1634
651-602-1748 (voice)
651-602-1739 (fax)

GRANTEE:

Kathy Fisher
Angelic Taylor
RCRRA
50 West Kellogg Blvd.
Suite 6560 RCGC - West
St. Paul, MN 55102
(651)266-2762

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

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

VIII. GRANT PROPERTY

8.01 Grant Property Acquisition. In acquiring property with the grant funds made available by this agreement, the Grantee agrees to maximize as best it can the acquisition of land and interests in land. Where feasible, the Grantee may acquire options, easements, reservations, or other interests less than a fee interest where such interests will accomplish necessary land preservation and holding and also provide the largest, long-term public transit benefit possible with available funding. The Grantee agrees to:

- a. Acquire land and interests therein in accord with adopted policy and strategy of the Grantee reviewed with the Council's staff prior to acquisition, and to acquire the property, or as much thereof as possible, within the grant period;
- b. Make reasonable efforts to acquire parcels and interests therein by negotiated purchase from willing sellers before instituting condemnation proceedings; and
- c. Negotiate for and acquire parcels of the property or interests therein at their fair market value determined in accord with applicable law, regulations, and the Grantee's established procedures governing land acquisition.

8.02 Relocation Assistance. The Grantee will comply with the provisions of Minnesota Statutes sections 117.50 to 117.56 and the federal Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, pertaining to relocation benefits.

8.03 Title to Grant Property; Council Financial Interest.

(a) Title to all real or personal property acquired or constructed with grant funds, in which title is not transferred to the Council in accordance with the previous paragraph, shall remain with the Grantee until disposition in accordance with this article VIII. However, the Council retains a financial interest in such property equal to the current fair market value of the property. If other funds in addition to grant funds under this agreement are used to acquire or construct such property, then the Council's retained financial interest in such property is equal to the percentage of the Council's grant funds original participation in the acquisition or construction cost as applied to the current fair market value of the property.

(b) The Grantee shall take reasonable measures to maintain satisfactory continuing control of all property acquired or constructed with grant funds and to protect and defend the Council's and Grantee's title interest in the Grant Property. Grantee shall keep the property free and clear of any liens, encumbrances, pledges, or any other claims or interests that would in any way affect the Council's or Grantee's interest in the Grant Property.

8.04 Use of Grant Property for Regional Public Transit Purposes. The Grantee agrees that all Grant Property shall be maintained and used for regional public transit purposes within the Twin Cities metropolitan area until disposition in accordance with paragraphs 2.04 and 8.05. During such period, the Grant Property shall be maintained and used in a manner consistent

with the Council's Transit CIP, Transportation Policy Plan, and other Council-adopted regional transportation policy. The costs for such maintenance and operation shall be the responsibility of the Grantee. The Grantee further agrees that it will not, either during the term of this agreement or during the period specified above in this paragraph:

- a) sell, lease, mortgage, or otherwise convey the Grant Property to any person, or
- b) grant or create any easement, license, restriction or other encumbrance with respect to the Grant Property, or
- c) adopt any rules or restrictions hindering regional use of the Grant Property, or
- d) remove the Grant Property from regional use,

without the express written consent of the Council.

8.05 Disposition of Grant Property. In addition to paragraph 2.04, if and when the Grant Property is no longer being used by Grantee for public transit purposes, the Grantee shall promptly notify the Council of the non-use. The Council reserves the right to direct disposition, including the transfer of title, of all such Grant Property for other regional transit purposes. Unless other disposition of such Grant Property is directed by the Council, the Grantee shall, at its option, either:

- a. retain the Grant Property and have the current fair market value of such property determined based upon an expert and objective appraisal or upon such other method as may be approved by the Council (subject to approval by the Council of the fair market value so determined), or
- b. sell the property at the highest price obtainable at a public sale (subject to approval by the Council of the sale price).

Grantee shall then remit to the Council an amount equal to the Council's percentage financial interest in the property applied to either the fair market value so determined or the sale price, as the case may be.

IX. GENERAL CONDITIONS

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

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

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

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

9.05 Nondiscrimination. The parties agree to comply with all applicable laws relating to nondiscrimination and affirmative action. In

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

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

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

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

9.09 Construction. This agreement is intended to assist in implementing the Council's Transit CIP and *Transportation Policy Plan/Development Guide Chapter* and shall be interpreted consistently with those documents.

9.10 Dispute Resolution. Questions or claims by Grantee regarding the meaning and intent of the agreement or questions or claims arising from the agreement shall be referred to the Council for a written decision. The Council shall respond to Grantee in writing with a decision by the tenth (10th) business day following receipt by the Council.

If Grantee disagrees with any determination or decision of the Council, Grantee may, within fifteen (15) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the Council. Such written notice shall include all documents and other information necessary to substantiate the dispute or claim.

The Council will review the dispute or claim and transmit a decision in writing to Grantee within fifteen (15) calendar days from the receipt of the dispute or claim. Failure of Grantee to appeal the decision or determination of the Council within the fifteen (15) day period will constitute a waiver of Grantee's right to thereafter assert any claim resulting from such determination or decision. Submission of a dispute or claim to the Council shall be a condition precedent to any litigation under this contract.

Pending final decision of a dispute under this contract, Grantee and the Council shall proceed diligently with the performance of the contract and the question or claim shall be temporarily resolved in accordance with the direction of the Council, until final resolution of the question or claim. Failure by Grantee to comply precisely with the time deadlines under this paragraph as to any claim shall operate as a release of that claim and a presumption of prejudice to the Council. Failure of the Council to comply precisely with the time deadlines under this section shall give Grantee the right to proceed to litigation.

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

9.12 Affirmative Action. For contracts in excess of \$100,000.00, the grantee certifies that it is in compliance with Minnesota Statutes Section 363A.36. If the Grantee has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous 12 months in Minnesota or in the state where it has its' principle place of business, the Grantee must comply with the following Affirmative Action requirements for disabled workers:

(a) The Grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Grantee will comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Grantee's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Grantee will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Grantee must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Grantee is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

The consequences for the Grantee's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plan, and termination of all or part of this agreement by the Commissioner or the Recipient.

The Grantee hereby certifies that it is in compliance with the requirement of Minn. Stat. 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date _____

By _____

Name _____

Title _____

METROPOLITAN COUNCIL

Date _____

By _____

Regional Administrator

Approved as to form:

Metropolitan Council
Office of General Counsel

LIST OF EXHIBITS

Exhibit	Description
A	Additional State Provisions

15

EXHIBIT A
ADDITIONAL STATE PROVISIONS

EXHIBIT A

GENERAL OBLIGATION BOND PROCEEDS

ADDITIONAL PROVISIONS
TO GRANT AGREEMENT

TABLE OF CONTENTS

ARTICLE I-DEFINITIONS

Section 1.01 - Defined Terms	1
------------------------------	---

ARTICLE II - GRANT

Section 2.01 - Use of Grant Proceeds	3
Section 2.02 - Operation of the Real Property and Facility	3
Section 2.03 - Public Entity Representations and Warranties	4
Section 2.04 - Event(s) of Default	6
Section 2.05 - Remedies	7
Section 2.06 - Notification of Event of Default	7
Section 2.07 - Termination/Modification of Grant	8
Section 2.08 - Effect of Event of Default	8

ARTICLE III - USE CONTRACT AND SALE

Section 3.01 - Use Contracts	9
Section 3.02 - Receipt of Monies Under a Use Contract	10
Section 3.03 - Sale	10
Section 3.04 - Proceeds of a Sale	11

ARTICLE IV - COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 4.01 - State Bond Financed Property	11
Section 4.02 - Preservation of Tax Exempt Status	12
Section 4.03 - Changes to G.O. Compliance Legislation or the Commissioner's Order	12

ARTICLE V- -DISBURSEMENT OF GRANT PROCEEDS

Section 5.01 - The Advances	12
Section 5.02 - Draw Requisitions	13
Section 5.03 - Additional Funds from Borrower	13
Section 5.04 - Condition Precedent to Any Advance	14
Section 5.05 - Construction Inspections	16

ARTICLE VI - MISCELLANEOUS

Section 6.01 - Insurance	16
Section 6.02 - Condemnation	17
Section 6.03 - Use, Maintenance, Repair and Alterations.	18
Section 6.04 - Records Keeping and Reporting	18
Section 6.05 - Inspection of Facility After Completion	19
Section 6.06 - Data Practices	19
Section 6.07 - Non-Discrimination	19
Section 6.08 - Worker's Compensation	19
Section 6.09 - Antitrust Claims	19
Section 6.10 - Review of Plans and Cost Estimates	20
Section 6.11 - Prevailing Wages	21
Section 6.12 - Liability	21
Section 6.13 - Indemnification by the Public Entity	21

Section 6.14 - Relationship of the Parties	22
Section 6.15 - Notices	22
Section 6.16 - Binding Effect and Assignment or Modification	23
Section 6.17 - Waiver	23
Section 6.18 - Entire Agreement	24
Section 6.19 - Choice of Law and Venue	24
Section 6.20 - Severability	24
Section 6.21 - Time of Essence	24
Section 6.22 - Counterparts	24
Section 6.23 - Matching Funds	24
Section 6.24 - Third-Party Beneficiary	24
Section 6.25 - Applicability to Real Property and Facility	24
Attachment I - DECLARATION	25
Attachment II - LEGAL DESCRIPTION	26

GENERAL OBLIGATION BOND PROCEEDS
ADDITIONAL GRANT AGREEMENT PROVISIONS

Article I
DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Advance(s)" - means an advance made or to be made by the State Entity to the Public Entity and disbursed in accordance with the provisions contained in Article V hereof.

"Agreement" - means this General Obligation Bond Proceeds Grant Agreement End Grant for the Grantee Project.

"Architect", if any - means _____, which will administer the Construction Contract Documents on behalf of the Public Entity.

"Code" - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner of Finance" - means the State of Minnesota acting through its Commissioner of Finance, and any designated representatives thereof.

"Commissioner's Order" - means that certain "Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Finance on July 20, 1995.

"Completion Date" - means _____ the date of projected completion of the Project as specified in the Construction Contract Documents.

"Contractor" - means any person engaged to work on or to furnish materials and supplies for the Project including, if applicable, a general contractor.

"Construction Contract Documents" - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders or supplements thereto, which collectively form the contract between the Public Entity and the Contractor or Contractors concerning the Project and which provide for the completion of the Project on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Declaration" - means a declaration, or declarations, in the form as **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity's interest in the Real Property and, if applicable, the Facility is bond financed property within the meaning of

the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, will submit to the State Entity when an Advance is requested, and which is referred to in Section 5.02.

"Event of Default" - means those events delineated in Section 2.05.

"Facility", if applicable, - means _____, which is located, or will be constructed and located, on the Real Property.

"Fair Market Value" - means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal which assumes that all mortgage liens or encumbrances on the property being sold, which negatively affect the value of such property, will be released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all mortgage liens or encumbrances on the property being sold, which negatively affect the value of such property, will be released at the time of acquisition by the purchaser.

"G.O. Bonds" - means the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Grant or any bonds issued to refund or replace such bonds.

"G.O. Compliance Legislation" - means Minn. Stat. § 16A.695 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

"Grant" - means a grant of monies from the State Entity to the Public Entity in an amount of \$ _____.

"Inspecting Engineer", if any - means the State Entity's construction inspector, or its designated consulting engineer.

"Project" - means the acquisition of an interest in the Real Property and, if applicable, the Facility, along with the performance of those activities indicated in Section 2.03.

"Public Entity" - means the Grantee.

"Real Property" - means the real property located in the County of _____, State of Minnesota, legally described in **Attachment II** to this Agreement.

"State Entity" - means the Grantor.

"Use Contract" - means a lease, management contract or other similar contract between Public Entity and any other entity, and which involves or relates to the Real Property and, if applicable, the Facility.

"Use" - means any entity with which the Public Entity contracts under a Use Contract.

Article II
GRANT

Section 2.01 **Use of Grant Proceeds.** The Public Entity shall use the Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities:

(Check all appropriate boxes.)

- ☐ Acquisition of fee simple title to the Real Property;
- ☐ Acquisition of a leasehold interest in the Real Property;
- ☐ Acquisition of an easement on the Real Property;
- ☐ Improvement of the Real Property,
- ☐ Acquisition of the Facility,
- ☐ Improvement of the Facility,
- ☐ Renovation or rehabilitation of the Facility,
- ☐ Construction of the Facility, or
- ☐ _____ «15» _____.

Section 2.02 **Operation of the Real Property and Facility.** The Public Entity shall operate the Real Property and, if applicable, the Facility, or cause it to be operated, as ____, or for such other use as the Minnesota legislature may from time to time designate, and may enter into Use Contracts with Usees to so operate the Real Property and, if applicable, the Facility; provided that such Use Contracts must have been approved, in writing, by the State Entity and the Commissioner of Finance and fully comply with all of the provisions contained in Section 3.01. The Public Entity shall also annually determine that the Real Property and, if applicable, the Facility are being so used, and shall annually supply a statement, sworn to before a notary public, to such effect to both the State Entity and the Commissioner of Finance.

For those programs, if any, that the Public Entity will directly operate on the Real Property and, if applicable, in the Facility, the Public Entity covenants with and represents and warrants to the State Entity that; (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues will be equal to or greater than forecast program expenses for the next fiscal year, and will supply to the State Entity and the Department of Finance certified copies of such resolution and budget.

For those programs, if any, that will be operated on the Real Property and, if applicable, in the Facility, by a Usee under a Use Contract, the

Public Entity covenants with and represents and warrants to the State Entity that; (i) it will not enter into such Use Contract unless the Usee has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Usee to provide an initial and annual program budgets that clearly show that forecast program revenues will be equal to or greater than forecast program expenses for the next fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues will be equal to or greater than forecast program expenses for the next fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues will be equal to or greater than forecast program expenses, and require the Usee to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to both the State Entity and the Commissioner of Finance certified copies of such resolution and budget.

Section 2.03 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

C. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

D. It will comply with all of the provisions and requirements contained in the G.O. Compliance Legislation and the Commissioner's Order.

E. It has made no material false statement or misstatement of fact in connection with its receipt of the Grant, and all of the information it previously submitted to the State Entity or which it will submit to the State Entity in the future relating to the Grant or the disbursement of any of the Grant is and will be true and correct.

F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, the Facility, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

G. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

H. The contemplated use of the Real Property and, if applicable, the Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

I. The Project was, or will be, completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

J. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

K. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been, or will be, obtained.

L. It will operate, maintain, and manage the Real Property and, if applicable, the Facility in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, the Facility.

M. It has, or will acquire, the following interest in the Real Property and, if applicable, the Facility, and, in addition, will possess all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03:

(Check the appropriate box.)

- ☐ Fee simple title to the Real Property, and if applicable, the Facility;
- ☐ A lease on the Real Property, in form and substance acceptable to the State Entity, for a term of at least 50 years which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity, and, if applicable, either fee simple title to the Facility or a lease therefore for a term of at least 50 years which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity; or
- ☐ An easement on the Real Property, in form and substance acceptable to the

State Entity, for a term of at least 50 years which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity, and, if applicable, either fee simple title to the Facility or a lease therefore for a term of at least 50 years which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity;

and such interests are or will be subject only to those easements, covenants, conditions and restrictions that will not materially interfere with the completion of the Project and the intended operation and use of the Real Property and, if applicable, the Facility, or those easements, covenants, conditions and restrictions which are specifically consented to, in writing, by the State Entity.

N. It will fully enforce the terms and conditions contained in any Use Contract.

O. It has complied with the matching funds requirement, if any, contained in Section 6.23.

P. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Grant to complete and fully pay for the Project.

Q. The Project will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and will be situated entirely on the Real Property.

R. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its conduct of work on the Project.

S. It will not allow any lien or encumbrance that is prior and superior to the Declaration to be created on or imposed upon the Real Property, whether such lien or encumbrance is voluntary or involuntary and including but not limited to a mechanic's lien or a mortgage lien, without the prior written consent of both the State Entity and the Commissioner of Finance.

T. It will furnish to the State Entity as soon as possible and in any event within 7 calendar days after the Public Entity has obtained knowledge of the occurrence of each Event of Default, or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default, or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default, and the action which the Public Entity proposes to take with respect thereto.

U. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested in writing by either the State Entity or the Commissioner of Finance.

Section 2.04 **Event(s) of Default.** The following events shall, unless waived in writing by both the State Entity and the Commissioner of Finance, constitute an Event of Default under this Agreement upon either the State

Entity or the Commissioner of Finance giving the Public Entity 30 days written notice of such event, and Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months. Notwithstanding the foregoing, any of the following events that cannot be cured shall, unless waived in writing by both the State Entity and the Commissioner of Finance, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of Finance giving the Public Entity written notice of such event.

A. If any representation, covenant, or warranty made by the Public Entity herein, in any Draw Requisition, or in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to make any Advance, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in the G.O. Compliance Legislation or the Commissioner's Order.

Section 2.05 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of Finance may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Grant; provided, however, the State Entity may make Advances after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. The Commissioner of Finance, as a third party beneficiary of this Agreement, may demand that the portion of the Grant already disbursed to the Public Entity be returned to it, and upon such demand the Public Entity shall return such portion to the Commissioner of Finance.

C. Either the State Entity or the Commissioner of Finance, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of Finance would otherwise possess.

If the Public Entity does not repay any portion of the amount specified in Section 2.06.B within 30 days of demand by either the State Entity or the Commissioner of Finance, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.06 Notification of Event of Default. The Public Entity shall furnish to both the State Entity and the Commissioner of Finance, as soon as possible and in any event within 7 calendar days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.07 Termination/Modification of Grant. If the Project is not started on or before _____, __, or such later date to which the Grant Recipient and the State Entity may agree in writing, then, the State Entity's obligation to fund the Grant shall terminate, and, in such event, (i) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (ii) if some but not all of the Grant has been disbursed by such date then the State shall have no further obligation to provide any additional funding for the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

In addition, if all of the Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, or such later date as the Public Entity and the State Entity may agree to in writing, then the State Entity's obligation to continue to fund the Grant shall terminate, and, in such event, (y) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (z) if some but not all of the Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding under the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon (a) the termination of the Public Entity's leasehold or easement interest in the Real Property in accordance with the terms of such lease or easement, or (b) the sale of the Public Entity's interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.03 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of Finance in compliance with the provisions contained in Section 3.04. Upon such termination the State Entity shall execute and deliver to the Public Entity such documents as are required to release the Real Property and, if applicable, the Facility, from the effect of the Declaration.

In the event that the legislation that authorized the Grant is amended to increase or reduce the amount of the Grant or in any other way, then this Agreement shall be deemed to have been automatically modified in accordance with such amendment and the amount of the Grant shall also be automatically modified in accordance with such amendment.

Section 2.08 Effect of Event of Default. If an Event of Default occurs and the Public Entity is required to and does return the amount specified in

Section 2.05.B to the Commissioner of Finance, then the following shall occur.

A. This Agreement shall survive and remain in full force and effect.

B. The amount returned by the Public Entity shall be credited against any amount that shall be due to the Commissioner of Finance under Section 3.04 and against any amount that becomes due and payable because of any other Event of Default.

Article III USE CONTRACTS AND SALE

Section 3.01 **Use Contracts.** Each and every Use Contract that the Public Entity enters into must comply with the following requirements:

A. The purpose for which the Use Contract was entered into must be a governmental purpose.

B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering the Use Contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that the Use Contract is being entered into in order to carry out the purpose for which the Grant was allocated, and must recite the purpose.

D. It must be for a term, including any renewals that are solely at the option of the Usee, that is, if applicable, substantially less than the useful life of the structures and improvements that make up the Facility, but may allow for renewals beyond the original term upon a determination by the Public Entity that the use continues to carry out the specific purpose for which the Grant was allocated. A term that is equal to or shorter than 50% of the useful life of the structures and improvements that make up the Facility will meet the requirement that it be for a time period that is substantially shorter than the useful life of such structures and improvements.

E. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Usee to provide to the Public Entity; (i) an initial program evaluation report, and (ii) a program budget, at least annually, showing forecast program revenues and expenses for the next fiscal year.

F. It must allow for termination by the Public Entity in the event of a default thereunder by the Usee, or in the event that the specific purpose for which the Grant was allocated is terminated or changed.

G. It must require the Usee to pay all costs of operation and maintenance of the Real Property and, if applicable, the Facility, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If any monies are to be paid to the Public Entity under the Use Contract, then it must contain a provision requiring that each and every

party thereto shall, upon direction by the Commissioner of Finance, take such actions and furnish such documents to the Commissioner of Finance as the commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

I. It must be approved, in writing, by both the State Entity and the Commissioner of Finance, and any Use Contract that is not approved, in writing, by both the State Entity and the Commissioner of Finance shall be null and void and of no force or effect.

J. If the amount of the Grant exceeds \$200,000.00, then it must contain a provision requiring the Usee to list any vacant or new positions it may have with job services of the Commissioner of Employment and Economic Development for the State of Minnesota, or the local service units, as required by Minn. Stat. § 268.66 Subd. 1 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the term of the Use Contract.

Section 3.02 Receipt of Monies Under a Use Contract. If the Public Entity receives any monies under a Use Contract, then a portion of such monies in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the Real Property and, if applicable, the Facility, or to pay the principal, interest, redemption premiums, and other expenses on debt related to the Real Property and, if applicable, the Facility, other than the debt on the G.O. Bonds and debt for which the Public Entity has no financial liability, must be paid by the Public Entity to the Commissioner of Finance. The portion of such excess monies that the Public Entity shall pay to the Commissioner of Finance shall be determined by the Commissioner of Finance and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess amount by a fraction the numerator of which is the amount of G.O. Bonds and the denominator of which is the total principal amount of all public debt financing incurred with respect to the Real Property and, if applicable, the Facility other than public debt issued by a public entity for which it has no financial liability.

Section 3.03 Sale. The Public Entity shall not sell its interest in the Real Property or, if applicable, the Facility unless all of the following provisions have been complied with fully.

- A. The Public Entity determines, by official action, that it is no longer usable or needed as _____.
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of Finance has been obtained.

The acquisition of the Public Entity's interest in the Real Property and, if applicable, the Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation of thereof, by a lender that has provided monies for the acquisition of the Public Entity's interest in or betterment of the Real Property and, if applicable, the Facility shall not be considered a sale for the purposes of this Agreement if after such

acquisition the lender operates the Real Property and, if applicable, the Facility in a manner which is not inconsistent with the program specified in Section 2.03 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, the Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 3.04.

Section 3.04 Proceeds of a Sale. Upon the sale of the Public Entity's interest in the Real Property and, if applicable, the Facility the net proceeds thereof shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of Finance in an amount equal to the amount of the Grant actually disbursed, and if the amount of such net proceeds shall be less than the amount of the Grant actually disbursed then all of such net proceeds shall be distributed to the Commissioner of Finance.

B. The remaining portion, after the distribution specified in Section 3.04.A, shall be distributed to pay in full any outstanding public or private debt incurred to acquire the Public Entity's interest in or for the betterment of the Real Property and, if applicable, the Facility in the order of priority of such debt.

C. The remaining portion, after the distributions specified in Sections 3.04.A and B, shall be divided and distributed in proportion to the shares contributed to the acquisition of the Public Entity's interest in or for the betterment of the Real Property and, if applicable, the Facilities by public and private entities, including the State Entity but not including any private entity that has been paid in full, that supplied funds in either real monies or like kind contributions for such acquisition and betterment, and the State Entity's distribution shall be made to the Commissioner of Finance. Such public and private entities may agree amongst themselves as to any redistribution of such distributed funds.

The Public Entity shall not be required to pay or reimburse the State Entity for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Grant actually disbursed.

**Article IV
COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION
AND THE COMMISSIONER'S ORDER**

Section 4.01 State Bond Financed Property. The Public Entity and the State Entity acknowledge and agree that the Public Entity's interest in the Real Property and, if applicable, the Facility is "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply to the Public Entity's interest in the Real Property and, if applicable, the Facility and any Use Contracts relating thereto.

Section 4.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees that during the time period that any G.O. Bonds are outstanding and unpaid:

A. It will not use the Real Property and, if applicable, the Facility, or use or invest the Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of Finance all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof.

D. It will, upon direction from the Commissioner of Finance, take such actions and furnish such documents as the Commissioner of Finance determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either; (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedures 93-19 and 97-13, or (iii) compliance with Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor otherwise omit, take, or cause to be taken any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 4.03 Changes to G.O. Compliance Legislation or the Commissioner's Order. In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner which reduces any requirement imposed against the Public Entity, or if the Public Entity's interest in the Real Property and, if applicable, the Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's interest in the Real Property and, if applicable, the Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article V DISBURSEMENT OF GRANT PROCEEDS

Section 5.01 The Advances. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Grant to the Public Entity from time to time in an aggregate total amount equal to the amount of the Grant. Provided, however, in accordance with the provisions contained in Section 2.08, the State Entity's obligation to make

Advances shall terminate as of the date which occurs 5 years from the effective date of this Agreement even if all of the Grant has not been disbursed by such date.

Section 5.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the Grant, which shall be no more often than once each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to; (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Project site in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Project site will be made by the State Entity unless the Public Entity shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before substantial completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Project and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the State Entity; (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Public Entity.

Section 5.03 Additional Funds from Borrower. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Grant plus the amount of all other funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, then the State Entity may send written notice

thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 5.04 **Condition Precedent to Any Advance.** The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the maximum amount of the Grant set forth in Section 1.01.

B. The State Entity shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 6.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity currently possesses or will use the Grant to acquire either; (i) fee simple title to the Real Property and, if applicable, fee simple title to the Facility, (ii) a lease of the Real Property, in form and substance acceptable to the State Entity, for a term of at least 50 years which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity, and, if applicable, either fee simple title to the Facility or a lease thereof for a term of at least 50 years which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity, or (iii) an easement on the Real Property, in form and substance acceptable to the State Entity, for a term of at least 50 years which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity, and, if applicable, either fee simple title to the Facility or a lease thereof for a term of at least 50 years which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, the Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and

requirements imposed by applicable zoning ordinances or regulations, and have been duly approved by the applicable municipal or governmental authorities having jurisdiction.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the completion of the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, the Facility to be operated in the manner specified in Section 2.03.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Public Entity has the ability and a plan to fund the program which will be operated on the Real Property and, if applicable, in the Facility.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Construction Contract Documents are in place and are fully and completely enforceable.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Project substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Project or supplied materials therefore, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents which name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.

N. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the policies of insurance required under Section 6.01 are in full force and effect.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 6.10 and all additional applicable provisions and requirements contained in Minn. Stat. § 16B.335

that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that; (i) the predesign package referred to in Section 6.10.B has been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 6.10.C have received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair of the Minnesota House of Representatives Capital Investment Committee has been notified pursuant to Section 6.10.G.

P. No determination shall have been made by the State Entity that the amount of funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, or if such a determination has been made and notice thereof sent to the Public Entity then the Public Entity has supplied or has caused some other entity to supply the necessary funds in accordance with Section 5.03, or to provide evidence acceptable to the State Entity that sufficient funds are available.

Q. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

R. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 5.05 Construction Inspections. The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Project, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the applicable contracts with such Contractors. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer may conduct such inspections of the Project as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer are made and all certificates issued by the Inspecting Engineer will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VI MISCELLANEOUS

Section 6.01 Insurance. The Public Entity shall maintain or cause to be maintained builders risk insurance and fire and extended coverage insurance on the Facility, if such exists, in an amount equal to the full insurable value thereof, and shall name the State Entity as loss payee thereunder. If damages which are covered by such required insurance occurs to the Facility, if such exists, then the Public Entity shall, at its sole option and discretion, either; (i) use or cause the insurance proceeds to be used to

fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (ii) sell its interest in the Real Property and the damaged Facility, if such exists, in accordance with the provisions contained in Section 3.03. If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds which are not used for such repair shall be applied in accordance with the provisions contained in Section 3.04 as if the Public Entity's interest in the Real Property and Facility, if such exists, had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.04 upon the ultimate sale of the Public Entity's interest in the Real Property and Facility, if such exists. If the Public Entity elects to sell its interest in the Real Property and the damaged Facility, if such exists, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.04, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As loss payee under the insurance required herein the State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section 6.01 imposes upon the Public Entity as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and Facility, if such exists, then the Public Entity shall have the State Entity named as an additional named insured therein.

At the written request of either the State Entity or the Commissioner of Finance, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

Section 6.02 Condemnation. If all or any portion of the Real Property and, if applicable, the Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.03, then the Public Entity shall, at its sole option and discretion, either; (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.03 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.03. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 3.04 as if the Public Entity's interest in the Real Property and, if applicable, the Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.04 upon the ultimate sale of the Public Entity's interest in the Real Property and, if applicable, the Facility. If the Public Entity elects to sell its interest in the portion of the Real Property and, if applicable, the Facility that remains after the condemnation, then such sale must occur within a reasonable time period from

the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.04, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements which this Section 6.02 imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 6.03. Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of both the State Entity and the Commissioner of Finance, permit or suffer the use of any of the Real Property and, if applicable, the Facility, for any purpose other than the use for which the same is intended as of the effective date of this Agreement. In addition, the Public Entity; (i) shall keep the Real Property and, if applicable, the Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) shall not, written consent of both the State Entity and the Commissioner of Finance, remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Facility, if applicable, (iii) shall not do any act or thing which would unduly impair or depreciate the value of the Real Property and, if applicable, the Facility, (iv) shall not abandon the Real Property and, if applicable, the Facility, (v) shall complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefore, (vi) shall comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property and, if applicable, the Facility, or any part thereof, or requiring any alterations or improvements thereto, (vii) shall not commit or permit any waste or deterioration of the Real Property and, if applicable, the Facility, (viii) shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (ix) shall comply with the provisions of any lease if the Public Entity's interest in the Real Property and, if applicable, the Facility, is a leasehold interest, (x) shall comply with the provisions of any condominium documents if the Real Property and, if applicable, the Facility, is part of a condominium regime, (xi) shall not remove any fixtures or personal property from the Real Property and, if applicable, the Facility, that was paid for with the proceeds of the Grant unless the same are immediately replaced with like property of at least equal value and utility, and (xii) shall not commit, suffer or permit any act to be done in or upon the Real Property and, if applicable, the Facility, in violation of any law, ordinance or regulation.

Section 6.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the completion of the Project and operation of the Real Property and, if applicable, the Facility, and compliance with the requirements contained in this Agreement, the G.O. Compliance Legislation, and the Commissioner's Order, and upon request shall allow or cause the entity which is maintaining such items to

allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of its books, records, papers, or other documents relevant to the Grant. The Public Entity shall use or cause the entity which is maintaining such books and records to use generally accepted accounting principles in the maintenance of such books and records, and shall retain or cause to be retained all of such books, records, documents and other evidence for a period of 6 years from the date that the Project is fully completed and placed into operation.

Section 6.05 Inspection of Facility After Completion. Upon reasonable request by the State Entity the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, the Facility to allow, the State Entity to inspect the Real Property and, if applicable, the Facility.

Section 6.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Grant, the Project, or the Real Property and, if applicable, the Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 6.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices in the completion of the Project, or operation or management of the Real Property and, if applicable, the Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Minn. Stat. §§ 363.03 & 181.59 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 6.08 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181 Subd. 2 & 176.182 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, with respect to the completion of the Project, and the operation or management of the Real Property and, if applicable, the Facility.

Section 6.09 Antitrust Claims. The Public Entity hereby assigns to the State Entity and the Commissioner of Finance all claims it may have for over charges as to goods or services provided in its completion of the Project, and operation or management of the Real Property and, if applicable, the Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 6.10 Review of Plans and Cost Estimates. The Public Entity agrees to comply with all applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity and the State Entity agree to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair of the Minnesota House of Representatives Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee of any significant changes to the program plan and cost estimates referred to in Section 6.10.C.

E. The program plan and cost estimates referred to in Section 6.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 6.10.B and the program plan and cost estimates referred to in Section 6.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations where such provisions are deemed necessary by the Information Policy Office of the Department of Administration for the State of Minnesota.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial

change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee that the work to be performed is ready to begin.

H. The Project must be; (i) completed in accordance with the program plan and cost estimates referred to in Section 6.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 6.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 6.10.C.

Provided, however, the provisions and requirements contained in this Section 6.10 only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, rails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, ice arenas, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 6.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 6.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of both the State Entity and the Commissioner of Finance is governed by the provisions contained in Minn. Stat. § 3.736 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. If the Public Entity is a "municipality" as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity is governed by the provisions contained in such Chapter 466.

Section 6.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys' fees), and damage in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, and agrees to indemnify and hold harmless the State Entity, its agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, its agents, servants and employees, because of bodily injuries, including death

at any time resulting therefrom, or because of damages to property of the State Entity or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any Contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, its employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of Finance, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any User, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 6.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 6.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of Finance, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of either the State Entity, the Commissioner of Finance, or the State of Minnesota in the performance of this Agreement, the completion of the Project, or operation of the Real Property and, if applicable, the Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the completion of the Project and the operation and maintenance of the Real Property and, if applicable, the Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the completion of the Project, or the operation and maintenance of the Real Property and, if applicable, the Facility shall not have any contractual relationship with either the State Entity, the Commissioner of Finance, or the State of Minnesota and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of either the State Entity, the Commissioner of Finance, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from either the State Entity, the Commissioner of Finance, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 6.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder

must be in writing, and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

_____, MN
Attention: _____

To the State Entity at:

_____, MN
Attention: _____

To the Commissioner of Finance at:

Minnesota Department of Finance
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner of Finance

Section 6.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 6.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of Finance, as a third party beneficiary of this Agreement, in any one or more instances, to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of Finance, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Public Entity, the State Entity, or the Commissioner of Finance, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 6.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 6.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 6.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 6.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 6.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 6.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the completion of the Project:

(If there are no matching funds requirements then insert the word "NONE".)

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to complete or pay for the Project.

Section 6.24 **Third-Party Beneficiary.** The public program to be operated in conjunction with the Real Property and, if applicable, the Facility will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of Finance, is and shall be a third-party beneficiary of this Agreement.

Section 6.25 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing before the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's interest in the Real Property.

Attachment I
DECLARATION

The undersigned has the following interest in the real property legally described in **Exhibit A** attached and all facilities situated thereon (cumulatively referred to as the "Restricted Property"):

(Check the appropriate box.)

- ☐ a fee simple title,
☐ a lease, or
☐ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the date of this Declaration and as such may subsequently be amended, modified or replaced from time to time, is subject to the encumbrance created and requirements imposed thereby, and cannot be sold or otherwise disposed of by the public officer or agency which has jurisdiction over it or owns it without the approval of the Minnesota Commissioner of Finance, which approval must be evidenced by a written statement signed by the Commissioner of Finance and attached to the deed or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain General Obligation Bond Proceeds Grant Agreement Construction Grant for the _____
_____ Project between _____ and the _____
_____, dated _____, ____.

The Restricted Property shall remain subject to such restrictions and encumbrances until it is released therefrom by way of a written release in recordable form signed by both the _____
and the Minnesota Commissioner of Finance, and such written release is recorded in the real estate records relating to the Restricted Property.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY)

Attachment II
LEGAL DESCRIPTION

45

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

7

REGIONAL RAILROAD AUTHORITY

K. Fischer
Authorized Signature

3/27/07
Date

Board Action Requested

Authorize staff to negotiate a contract with URS for Union Depot environmental and concept engineering work.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed Resolution; and
 2. Memorandum from K. Fischer, dated March 29, 2007.

Budgeting and Accounting

Lachar AK

County Attorney

Will Mac Miller

Risk Management

Documentation certified complete for:

April 3, 2007
Board Date

Angelique Taylor
Signature

3-28-07
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: April 3, 2007 No.: _____

WHEREAS, Ramsey County Regional Railroad Authority authorized staff to issue a request for proposals for environmental and concept engineering services for Union Depot multimodal transit hub; and

WHEREAS, Proposals were received from SRF and URS for this work; and

WHEREAS, FIND has recommended that URS is the preferred contractor for this work; Now, Therefore, Be It

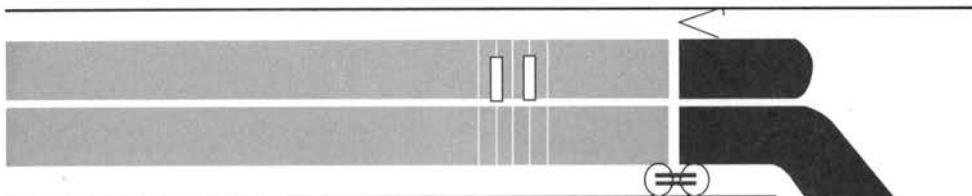
RESOLVED, That Ramsey County Regional Railroad Authority staff is authorized to negotiate a contract with URS for this work.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

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

MEMORANDUM

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

From: Kathryn Fischer *KF*

Subject: Proposals for Environmental Assessment and Concept Engineering Services

Date: March 26, 2007

Ramsey County Regional Railroad Authority authorized staff to issue requests for proposals for environmental and concept engineering services for Union Depot multimodal transit hub in 2006. The process did not proceed until agreement was reached on the responsible federal agency for the work. Agreement was reached last month that the Federal Highway Administration would be the lead agency and the Federal Transit Administration would be a participating agency.

Two proposals were received; one from SRF Consulting Group, Minneapolis and another from URS, Minneapolis. SRF failed to comply with the Disadvantaged Business Enterprise reporting requirements for this federal contract.

The subcommittee of LOCATE, FIND, reviewed both proposals and recommended that URS be awarded the contract based on its understanding of the project, its expertise in completing the work requested, and the proposed project team.

Because this is a federal contract, the specific dollar amount of the contract will be negotiated. It is likely to be in the vicinity of \$1.5 million. State and federal funds will be used for this contract.

Recommendation:

Consider the resolution attached which authorizes staff to negotiate a contract with URS. The contract will be returned to you for your approval at a subsequent Regional Railroad Authority meeting.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

8

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Fischer
Authorized Signature

3/27/07
Date

Board Action Requested

Metropolitan Council Long Range Plan.

DISCUSSION ONLY

Request Justification

Arlene McCarthy of the Metropolitan Council will present information on the Metropolitan Council's long range planning process. This plan is expected to identify the transit corridors in the region and to prioritize them.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

April 3, 2007
Board Date

Angelique Taylor
Signature

3-28-07
Date

Transit Master Plan Update

April 3, 2007

Arlene McCarthy

Metropolitan Council



Metropolitan Council

Background

- 2020 Regional Transit Master Plan completed in 1999 at direction of Legislature
- Law required plan to include bus, busway and rail development and to be based on:
 - (1) population density;
 - (2) employment concentrations and job density;
 - (3) transit dependent segments of the population;
 - (4) redevelopment and reinvestment;
 - (5) opportunities in the core of the region; and
 - (6) adequacy of existing transportation corridors.



2020 Transit Master Plan

- Evaluated 29 corridors for commuter rail, light rail, busways, and dedicated bus shoulders.
- Established an implementation plan for highest - ranked corridors
- Strengthened bus system with plan for improved service on arterials and freeway corridors.
- Addressed development issues that affect transit.

2020 Transit Master Plan Evolution

- 2001 Transportation Policy Plan (TPP) incorporated goals and corridors identified in the 2020 Master Plan and extended plan to 2025
- 2001 to 2004 additional studies and legislative requirements further refine identified corridors
- 2004 TPP established Tier I and Tier II Transitway corridors and extended implementation to 2030

2030 Transportation Policy Plan Corridor Phasing

Tier I: 2010 – 2020

- Central
- Northstar
- I-35W
- Cedar
- Bottineau

Tier II: 2020 – 2030

- Red Rock
- Rush Line
- Southwest



Need to Review Transitway Vision

- TPP to be updated in 2008
- Passage of MVST amendment will allow for transit expansion
- Significant work completed or is on-going on Tier I and Tier II corridors
- Success of Hiawatha LRT fueling rail demand
- Numerous bills introduced at Legislature seeking funding for additional transitway studies



2030 Transit Master Plan

2030 Plan will:

- Evaluate corridors for transit potential based on land use, employment, population, ridership, transit dependent & capital and operating cost
- Update plan for strengthened bus system including: arterial & freeway plans, passenger facilities plan, support facilities plan, Metro Mobility demand, and dial-a-ride needs.
- Discuss land use issues affecting transit.



Corridor Analysis Work Plan

- Information meeting with county Regional Rail Authorities: March 2007
- Establish technical oversight group for corridor analysis
- Deadline for submission of additional corridors: June
- Analysis of corridors (consultant work): Summer/Fall
- Meetings on results of corridor analysis: Fall
- Public meetings on draft report: Nov - Dec
- Adoption of study: January 2008



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April 3, 2007

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Metropolitan Council

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 Metropolitan Council

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

9

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Fischer
Authorized Signature

Date

Board Action Requested

Legislative Update.

DISCUSSION ONLY

Request Justification

Joe Bagnoli and Sarah Psick will report on legislative issues.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

April 3, 2007
Board Date

Angelique Taylor
Signature

3-28-07
Date

McGRANN
SHEA
ANDERSON
CARNIVAL
STRAUGHN
& LAMB
CHARTERED

MEMORANDUM

To: Ramsey County Regional Rail Authority

From: Joseph T. Bagnoli
Sarah J. Psick

Date: April 2, 2007

Re: Legislative Update

The House and Senate have been working under an aggressive timetable during the first three months of the 2007 legislative session. The Senate set a deadline of April 2nd for all omnibus appropriations bills to pass off the Senate Floor. In the House, all omnibus appropriations bills must be out of the House budget divisions by April 2nd and considered by the House Floor after the legislative break (April 2 – 10, 2007).

The House and Senate have both passed the Omnibus Capital Improvement bills off the Floors of each body. The bill is in the process of going to a Conference Committee. At this time, the individual conferees have not been appointed by the House or Senate. Following is a summary of provisions of interest to the RCRRA in these bills:

Central Corridor Transit Way

House bill: \$30,000,000 (general obligation bonds)
Senate bill: \$40,000,000 (general obligation bonds)

For preliminary engineering, preliminary design, final design, and construction of the central corridor transit way between downtown Minneapolis and downtown St. Paul, terminating in downtown St. Paul at the Union Depot. (House language). The Senate language specifies that the terminus be located in the Union Depot Concourse Multimodal Transit Hub, located in downtown St. Paul in the area south of Kellogg Boulevard and east of Jackson Street.

The Senate bill contains language providing that District Heating and District Cooling are eligible to receive grants and federal money for costs of relocating facilities from public rights-of-way to prevent interference with public light rail projects unless eligibility would impact the project's cost effectiveness index.

Union Depot

House bill: \$3,000,000 (general obligation bonds)
Senate bill: \$4,000,000 (\$2.8 million general fund, \$1.2 million bond proceeds)

For a grant to the RCRRA to acquire land and structures, to renovate structures, and for design, engineering, and environmental work to revitalize Union Depot for use as a multimodal transit center in St. Paul.

Transit Way Study

Senate bill: \$250,000 (general obligation bonds)

The Senate bill provides for a feasibility study of transit options in the following transit way corridors: Rush Line, I-494, Southwest Transit way, I-94, Red Rock, Robert Street.

Rush Line

House bill: \$500,000 (general obligation bonds)

For a grant to the RCRRA to acquire land for, design, and construct park-and-ride or park-and-pool lots located along the Rush Line Corridor along I-35E/I-35W and Highway 61 from the Union Depot in downtown St. Paul to Hinckley.

Red Rock Corridor Transit Way

House bill: \$500,000 (general obligation bonds)

Southwest Transit Way Corridor

House bill: \$500,000 (general obligation bonds)

I-494 Transit Options Study

House bill: \$500,000 (general obligation bonds)

I-94 Transit Way

House bill: \$500,000 (general obligation bonds)

North Shore Express Intercity Rail Initiative

House bill: \$500,000 (general obligation bonds)

Senate bill: \$175,000 (one-time appropriation, Senate One-time Appropriations bill)

Grant to St. Louis and Lake County Regional Rail Authority for railroad acquisition and track restoration, environmental impact studies, advanced corridor planning, preliminary design and preliminary engineering, station design, analysis of railroad capacity, and easement costs for intercity and passenger rail service between the city of Duluth and the cities of Minneapolis and St. Paul.

High Speed Rail Line

House bill: \$2,000,000 (general obligation bonds)

Senate bill: \$2,000,000 (general funds)

For the state's share of a high-speed rail line between St. Paul and Chicago. The Senate bill contains language specifying that the rail line connects Chicago, LaCrescent, Winona, Red Wing, and the Union Depot Concourse Multimodal Transit Hub, located in downtown St. Paul in the area south of Kellogg Boulevard and east of Jackson Street.

Proclamation

WHEREAS, The Minnesota Transportation Museum is dedicated to a vision of restoring past historical transportation treasures and its headquarters is the Jackson Street Roundhouse, built by James J. Hill 100 years ago; and

WHEREAS, 2007 marks the Centennial celebration of the Roundhouse; Now, Therefore Be It

PROCLAIMED, That the Ramsey County Regional Railroad Authority congratulates the Minnesota Transportation Museum for its 45 years of service to restoring and operating streetcars, depots, wooden steamboats, interstate trains, and Be It Further

PROCLAIMED, That the Ramsey County Regional Railroad Authority on April 3, 2007, hereby congratulates the Minnesota Transportation Museum members for their dedication and efforts in restoring and operating the Jackson Street Roundhouse.

Rafael E. Ortega, Chair

Kathryn Fischer, Director