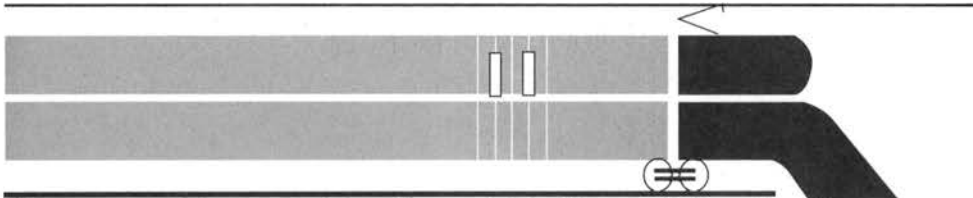




Ramsey County Regional Railroad Authority.
Records.

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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 October 23, 2007

Immediately following the County Board Meeting

Third Floor Council Chambers Courthouse

ADMINISTRATIVE

1. * Approve minutes from September 25, 2007 meeting.

POLICY

2. * Approve Purchase Agreement and Contract for Deed from Post Office to RCRRA.
3. * Approve second amendment to joint powers agreement with City of St. Paul, RCRRA, and the St. Paul Port Authority and authorize Chair to execute the contract.
4. * Approve first contract amendment with SRF for Rush Line Commuter Bus Study and authorize the Chair to execute the contract amendment
5. * Consider comments on the Federal Transit Administration Notice of Proposed Rulemaking on the New Starts process.
6. Central Corridor Update.

*Action requested

Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on September 25, 2007, in the large conference room, in room 220, Courthouse.

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

OTHERS PRESENT: David Twa, Kathy Kapoun, Julie Kleinschmidt, Angie Taylor, Mark Voering, Ken Haider, Tim Mayasich, Sara Merz; Art Coulson, Alicia Vap, Sarah Penman, Steve Morris, Rick Nau, Robert Clarkson, Terry Speiker, David Clay Pool, Curtis Peterson, Chris Havens, Gail Blackstone, David MacMillian and Darwin Lookingbill.

Chair Ortega called the meeting to order at 11:34 A.M.

A motion was made by Commissioner Rettman, seconded by Commissioner Reinhardt, to request written reports on items 5, 6, 7, 9, 10, and 11.

Roll call vote was taken.

Ayes – 7; Nays – 0
Motion accepted.

1. Approve minutes from September 11, 2007 Meetings.

A motion was made by Commissioner Carter, seconded by Commissioner Reinhardt, to approve the minutes from the September 11, 2007 meeting.

Roll call vote was taken.

Ayes – 7; Nays – 0
Motion accepted.

2. Appoint David Twa as interim director of the Regional Railroad Authority.

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to appoint David Twa as interim director of the Regional Railroad Authority.

Roll call vote was taken.

Ayes – 7; Nays – 0
Motion accepted.

WHEREAS, On April 20, 1987, the Ramsey County Regional Railroad Authority (RRA) was organized by the Ramsey County Board of Commissioners (Resolution 87-230) pursuant to Minnesota Statutes, Chapter 398A, which states that the RRA "is a local government unit and political subdivision of the State"; and

WHEREAS, The Ramsey County Board of Commissioners appoints the members of the RRA Board and since its inception, the members of the County Board have served as the RRA Board; and

WHEREAS, Kathryn Fischer resigned her position of RRA Director and her last day worked was September 14, 2007, Now, Therefore Be It

RESOLVED, The RRA appoints County Manager David J. Twa as Interim Director until a new permanent Director is appointed.

3. Regional Railroad Authority Organizational Structure.

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to Regional Railroad Authority Organizational Structure.

Roll call vote was taken.

Ayes – 7; Nays – 0
Motion accepted.

WHEREAS, On April 20, 1987, the Ramsey County Regional Railroad Authority (RRA) was organized by the Ramsey County Board of Commissioners (Resolution 87-230) pursuant to Minnesota Statutes, Chapter 398A, which states that the RRA "is a local government unit and political subdivision of the State"; and

WHEREAS, The Ramsey County Board of Commissioners appoints the members of the RRA Board and since its inception, the members of the County Board have served as the RRA Board; and

WHEREAS, Over the past several years, the County Board has increasingly directed its focus, activities and finances towards transit, transportation and trails and one of the County Board's goals is to "Promote multi-modal transit and transportation solutions that effectively serve our citizens" and Commissioners, acting as the County Board and acting as the RRA have stressed the importance of a 'wholistic' and integrated approach to achieving multi-modal transit and transportation goals; and

WHEREAS, According to an opinion of the County Attorney's Office, a RRA Board has discretion with respect to how it meets its staffing needs and has since its creation obtained personnel services and assistance from its organizing county; and

WHEREAS, Numerous County Departments and the County Manager's Office have provided administrative services and program support to the RRA since its inception and this structure has resulted in efficiencies, cost savings, and coordinated planning; and

WHEREAS, The positions of RRA Director and other staff have been reflected in the personnel complement of the Public Works Department and since its inception and in current practice, the RRA Director has reported directly to the RRA and its Chair; and

WHEREAS, The RRA reimburses the County for direct and indirect costs through direct billings (typically payroll) or through the Countywide Indirect Cost Allocation Plan and as part of the 2008-2009 budget, the RRA will provide funds to the County Manager's Office for program and administrative support, including intergovernmental relations and public affairs work; and

WHEREAS, In light of the increased role of the County in RRA efforts and to ensure an integrated approach throughout the County, Now, Therefore Be It

RESOLVED, Administrative and program support to the RRA will be provided through the County Manager's Office, as a Division in the County Manager's Office, in order to facilitate integration of RRA activities and County operations, ensure coordination of RRA activities with other departments and the community, and also ensure that a wide range of County resources are available to support multi-modal transit and transportation solutions in accordance with the policy directions of the RRA; and Be It Further

RESOLVED, In accordance with the Ramsey County Charter, Chapter 3, Section 3.02, the County Manager will have the authority to appoint, review, transfer, suspend or remove the Director of the RRA; and Be It Further

RESOLVED, The County Manager is to immediately begin a recruitment process to hire a permanent RRA Director who will report to the County Manager and manage the Regional Rail Division in the County Manager's Office.

4. Authorize director to contribute \$20,000 to research program on Transitways.

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to authorize director to contribute \$20,000 to research program on Transitways.

Roll call vote was taken. Commissioner Rettman voted no.

Ayes – 6; Nays – 1
Motion accepted.

WHEREAS, Hennepin County and the University of Minnesota will be leading and funding research initiatives to study transitway projects' economic and community impacts; and

WHEREAS, Hennepin County has requested \$20,000 from the Ramsey County Regional Railroad Authority to research residential and commercial property values, land use patterns, housing mix, and travel behaviors; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its Director to contribute \$20,000 for its share of the new transitways research initiative.

5. Update on the Minneapolis to Red Wing passenger rail study.

Written updates will be provided to Board members.

6. Update on the Duluth to Minneapolis passenger rail study.

Written updates will be provided to Board members.

7. Update on State Fair.

Written updates will be provided to Board members.

8. Union Depot Environmental Assessment update.

Steve Morris and Rick Nau provided an update.

9. Central Corridor update.

Written updates will be provided to Board members.

10. Update on Transit Master Plan.

Written updates will be provided to Board members.

11. Presentation on the Red Rock Corridor Alternatives Analysis Study.

Written updates will be provided to Board members.

The meeting adjourned at 12:15 P.M.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

2

REGIONAL RAILROAD AUTHORITY

Authorized Signature

Date

10-18-07

Board Action Requested

Approve Purchase Agreement and Contract for Deed from Post Office to RCRRA.

ACTION IS REQUESTED

Request Justification

See attached documents:

- 1) Proposed Resolution;
- 2) Memorandum from David Twa, dated October 18, 2007; and
- 3) Purchase Agreement and Contract for Deed.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

October 23, 2007

Board Date

Angeline Saylor

Signature

10-17-07

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: October 23, 2007 No.: R07-

(Page 1 of 2)

WHEREAS, The Ramsey County Regional Rail Authority (RCRRA) has been a long-standing, vocal advocate for the creation of a wide array of transit options to serve not only Ramsey County residents but the East Metro region and the entire State of Minnesota; and

WHEREAS, The RCRRA has worked with the business community, other units of government, members of the Minnesota Congressional Delegation, and the Minnesota State Legislature, community groups and transit advocates throughout Minnesota and in other states, to develop a comprehensive transit plan that includes the development of high-speed rail to Chicago, Light Rail Transit and commuter rail lines, intercity, Jefferson and Greyhound bus lines, bicycle and trail connections, and Amtrak service; and

WHEREAS, Integral to the RCRRA's transit vision and plans has been the development of a multimodal transit hub where all these transit options serving Ramsey County, the East Metro area, Minnesota and western Wisconsin, and other regions of the country can come together; and

WHEREAS, To assist the RCRRA with thoughtful development of a vision of and location for the multimodal transit hub, the RCRRA created the LOCATE Task Force; and

WHEREAS, After extensive research and debate, the LOCATE Task Force and the RCRRA determined that the Union Depot/Concourse location would best serve the vision for development and location of this comprehensive multimodal transit hub; and

WHEREAS, Minnesota's Union Depot has also received strong support from the Ramsey County Legislative Delegation and financial backing from the entire Minnesota Legislature; and

WHEREAS, The entire Minnesota Congressional Delegation, led by Congressman Jim Oberstar and Congresswoman Betty McCollum, has also shown its commitment to development of the RCRRA's vision for Minnesota's Union Depot by appropriating \$52 million in federal funds; and

WHEREAS, The RCRRA has worked with the United States Postal Service (USPS) to acquire the necessary property to develop a multimodal Transit Center that can support its vision for the Minnesota Union Depot; and

WHEREAS, The parties have reached an Agreement that will provide the necessary property to develop the multimodal Transit Center, which will allow the USPS

1

RESOLUTION

Board of Ramsey County Regional Railroad Authority

(Page 2 of 2)

to move a portion of its operations to another location, while still retaining a portion of the facilities to provide mail service to downtown Saint Paul, for office space, and for retail service to customers of the USPS; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the Purchase Agreement and Contract for Deed with the United States Postal Service for the acquisition of real estate necessary to develop a multimodal transit hub; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes its Chair to execute the Purchase Agreement and Contract for Deed; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Ramsey County Manager to make necessary budget adjustments, including Fund Balance transfers, to allow for payments under the agreements.

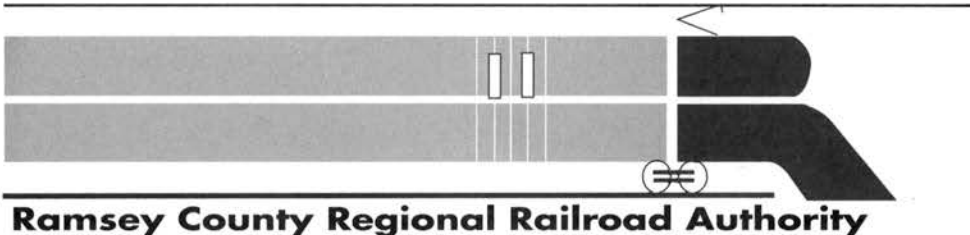
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	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



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
From: David Twa, County Manager
Subject: Post Office Purchase Agreement and Contract for Deed
Date: October 18, 2007

Ramsey County Regional Rail Authority Staff, as well as the County Manager's office and the County Attorney's office have been participating in negotiations to acquire Post Office real estate. After extensive negotiations, attached is a proposed Purchase Agreement and Contract for Deed to acquire the property necessary to develop the Post Office property into a multimodal transit hub. The following is a summary of the important details of the proposed Agreement and Contract for Deed.

The Purchase price is \$49,600,000, less interest credit at 5% for payments made prior to an assumed payoff on December 31, 2010. (If all payments were made on schedule, the credit would amount to \$4,321,592.16, or an actual purchase price of \$45,278,407.84).

The Post Office signed the Agreement on September 4, 2007. This started a 60 day "due diligence period," allowing Ramsey County to review title to the property, obtain insurance, and conduct an environmental assessment. By November 3, 2007, Ramsey County must execute the Agreement and deliver it to the Post Office, along with Earnest Money in the amount of \$4,000,000.

If Ramsey County executes the Agreement, it will go to the Post Office Board of Governors (BOG) for approval on December 12, 2007. Because of other matters that might come before the BOG, they have the right to delay approval until April 30, 2008. If not approved by then, Ramsey County may terminate the Agreement and recover the Earnest Money.

Within 30 days after approval by the BOG, an additional \$11,937,500 Contract for Deed payment is due. Another \$11,937,500 Contract for Deed payment will be due one year (Anniversary Date) after "Closing Date Payment," or in 2009. An additional

\$3,000,000 Contract for Deed payment is due two years (Anniversary Date) after "Closing Date Payment," or in 2010. An additional \$15,037,500 final payment, less interest credit in exchange for the Deed will be due December 31, 2010. The Post Office may exercise a right to a one-year extension to December 31, 2011, in which case they would pay interest to Ramsey County at the rate of 5% for the time the Agreement is extended.

To recap the payment schedule:

Earnest Money	= \$ 4,000,000	
Closing Payment	= \$11,937,500	
One year Payment	= \$15,625,000	
Second year Payment	= \$ 3,000,000	
Payoff Date	= <u>\$15,037,500</u>	(less interest credit)
Purchase Price	= \$49,600,000	(less interest credit)

There are termination rights in the Agreement, both for Ramsey County and the Post Office. The Regional Rail Authority may terminate the Agreement if within 18 months after the Contract for Deed Effective Date, the Post Office is not able to show that they can complete construction on the Eagan Site or otherwise move their operations out of the property. The Post Office can terminate if they have not obtained or secured funding for the Public Infrastructure for a New Site within 18 months after the Contract for Deed Effective Date.

Because the Regional Rail Authority needs access to the Concourse in 2009 to start renovations, the Post Office will deliver possession of the Concourse Structure no later than completion of the Section 106 process, their termination rights are waived, or 18 months after the Contract for Deed Effective Date.

Finally, there are a number of provisions relating to access to the tracks for installation and improvements; removal of the Skyways; compliance with the "106 Historical Preservation" of the Concourse; and provision of Post Office parking stalls at market rate.

AGREEMENT OF PURCHASE AND SALE

"SELLER"

UNITED STATES POSTAL SERVICE

"BUYER"

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

"PROPERTY"

ST. PAUL – MAIN POST OFFICE/P&DC

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("**Agreement**") is entered into by the United States Postal Service ("**Seller**") and Ramsey County Regional Railroad Authority, a political subdivision and local government unit of the State of Minnesota ("**Buyer**").

Recitals:

A. Seller owns the parcels of real property at 162 and 180 East Kellogg Boulevard, St. Paul, Minnesota identified in **Exhibit A** to this Agreement (the "**Total Site**"). The Total Site is Seller's main Post Office facility in St. Paul, and Seller currently uses the Total Site for bulk mail handling, trucking, and other operations (collectively, the "**St. Paul Operations**").

B. Buyer desires to acquire a portion of the Total Site in order to develop a multi-modal transit facility (the "**Transit Facility**") in the former Union Depot railroad station. Portions of the former railroad station complex required for Buyer's proposed Transit Facility are located on the Total Site.

C. Seller is willing to sell to Buyer all of the Total Site other than the "Tower Parcel" identified on **Exhibit A** to this Agreement (the "Tower Parcel" is the "**Retained Facility**"). Seller desires to continue to use all or a portion of the Retained Facility after the sale, among other things, to provide mail service to downtown St. Paul, for office space, and for retail service to Seller's customers. The Total Site other than the Retained Facility is the "**Property**". The "Property" shall include all right, title and interest in and to the "Total Site" other than the "Retained Facility," including all rights to adjacent public streets, including any rights to the parking deck and related improvements located over the public streets accruing to the Property.

Accordingly, Seller and Buyer agree as follows:

ARTICLE 1 AGREEMENT TO SELL AND PURCHASE

Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions contained in this Agreement. This Agreement becomes effective on the date executed by Seller and delivered by Seller to Buyer (the "**Agreement Effective Date**"). Seller's offer to sell the Property on the terms and conditions set forth in this Agreement is irrevocable from the Agreement Effective Date until the "Contingency Removal Date" (as defined in Paragraph 4.1.2 of this Agreement). If Buyer fails to accept this offer by executing and delivering this Agreement on or before the Contingency Removal Date, this

Agreement shall automatically terminate at 5:00 pm Central time on the Contingency Removal Date and be of no further force or effect, except for any of its terms that survive a termination.

ARTICLE 2 PURCHASE PRICE

2.1 Amount of Purchase Price. The purchase price for the Property is \$49,600,000 (the "**Purchase Price**").

2.2 Earnest Money. If Buyer has executed and delivered this Agreement and does not terminate this Agreement prior to the Contingency Removal Date under Paragraph 4.1.2 of this Agreement, Buyer shall pay Seller \$4,000,000 in cash as earnest money on the Contingency Removal Date (the "**Earnest Money**"). For purposes of this Agreement and the "Contract for Deed" (as defined in Paragraph 6.2(a) of this Agreement), the Earnest Money shall be treated as an "Installment Payment" (as defined under Paragraph 2.2.1 of the Contract for Deed).

2.3 Terms of Payment. Buyer shall pay Seller the Purchase Price at the "Closing", as Paragraph 6.1 of this Agreement defines that term, as follows: Buyer shall pay Seller \$11,937,500 in cash, with the balance of the Purchase Price to be financed by Seller pursuant to the Contract for Deed.

ARTICLE 3 TITLE

3.1 Title Insurance Commitment. Before the Agreement Effective Date Buyer obtained a current commitment for title insurance (the "**Title Commitment**") by which Land Title, Inc., as agent for Chicago Title Insurance Company ("**Title Company**") commits to issue an ALTA Owner's Policy of Title Insurance covering the Property, and copies of the documents described in all exceptions to coverage under the Title Commitment (collectively, the "**Title Documents**"). Seller shall have no obligation to provide to Buyer an abstract of title to the Property.

3.2 Survey. Before the Agreement Effective Date Seller delivered to Buyer a copy of the most recent survey of the Total Site in Seller's possession, if any, of which "Seller's Representative", as Paragraph 4.3.1 of this Agreement defines that term, is actually personally aware. If Buyer delivers to Seller a copy of any new or updated survey of the Property before the Contingency Removal Date, that survey shall be designated the "**Survey**" for the purposes of this Agreement. But if Buyer does not deliver a new or updated survey to Seller before the Contingency Removal Date and Seller has delivered a survey or surveys to Buyer, the survey or surveys that Seller has delivered will be the "**Survey**" for the purposes of this Agreement. Buyer shall be responsible, at its sole cost, for any new or additional survey work or re-certifications that Buyer requests or obtains. Buyer shall immediately provide to Seller a copy of any new or updated survey of the Property, and shall cause each such survey to be certified to Seller.

3.3 Review of Title. On or before the 30th day after the Agreement Effective Date Buyer shall deliver a written notice (the "**Title Objections Notice**") to Seller specifying any objections Buyer has to the status of title to the Property ("**Title Objections**"), provided that if

any update or supplement to the Title Commitment or the Survey that Buyer receives after that 30th day after the Agreement Effective Date discloses any matter affecting title that the Title Commitment or Survey did not previously disclose, Buyer shall be entitled to make an additional Title Objection to each such matter by delivering to Seller a Title Objections Notice within 15 days after Buyer receives the update or supplement to the Title Commitment or the Survey, as applicable. Buyer shall be deemed to have accepted any matter that the Title Commitment, the Title Documents, and/or the Survey disclose to which Buyer does not object in a timely-delivered Title Objections Notice (the "**Permitted Exceptions**").

3.4 Cure of Title Objections. Seller shall use commercially reasonable efforts to cure before the scheduled Closing Date any Title Objections Buyer makes in a timely-delivered Title Objections Notice, but Seller makes no covenant or warranty that it will be able to cure all Title Objections. If Seller is not able, despite commercially reasonable efforts, to cure all Title Objections before the scheduled Closing Date, then, as its sole and exclusive option or remedy, Buyer may either (a) elect to close, in which case Buyer shall be deemed to have waived the uncured Title Objections, or (b) terminate this Agreement by delivering a written termination notice to Seller on or before the scheduled Closing Date, in which case the Earnest Money shall be refunded to Buyer and Seller, and Buyer shall have no further obligations to each other under or in connection with this Agreement. If Buyer does not elect to terminate this Agreement by timely delivering a termination notice in accordance with clause (b) of the preceding sentence, Buyer shall be deemed to have elected the option in clause (a) of the preceding sentence. Notwithstanding the foregoing, Seller shall, at or before Closing, satisfy all mortgages, deeds of trust, mechanics' or material suppliers' liens, tax liens, water and other utility liens and assessments, and all other liens securing any indebtedness of Seller or any prior owner of the Property that affect title to all or any part of the Property. Seller shall have no obligation to cure any title exception created solely by any acts or omissions of Buyer, and Seller's failure to cure any such title exception created solely by Buyer shall not relieve Buyer from its obligation to close under this Agreement.

3.5 Condition of Title at Closing. At Closing, Seller shall, pursuant to the Contract for Deed, agree to convey the Property to Buyer by Limited Warranty Deed (the "**Deed**"), subject only to the following:

- (a) Permitted Exceptions determined in accordance with this Article 3;
- (b) The "Historic Preservation Covenants", as Paragraph 6.7.1 of this Agreement defines that term, if any; and
- (c) Applicable zoning, building, and use codes, regulations, and laws.

ARTICLE 4 CONDITION OF REAL PROPERTY

4.1 Investigation by Buyer.

4.1.1 Buyer's Feasibility Study. Seller grants permission to Buyer and its agents to enter upon the Property, subject to notice to and approval by Seller, during the "**Contingency Period**" (which begins on the Agreement Effective Date and ends at 5:00

p.m. on the Contingency Removal Date) to conduct a feasibility study to investigate every aspect of the condition and status of the Property, including, without limitation, the condition of existing improvements, the feasibility of constructing any facilities or improvements Buyer may desire to construct, any alterations Buyer may desire to make to existing improvements, the existence and availability of utility connections, the availability of any road, rail and other transit connections or facilities and any alterations to such connections or facilities that Buyer may desire, soil and groundwater conditions, the presence of underground storage tanks and hazardous wastes or substances, and compliance or consistency with permits, approvals, and applications of or to governmental agencies in connection with the Property. After conducting any such feasibility study, Buyer, at its sole expense, shall restore the Property to the condition that it was in prior to the study unless Seller expressly permits otherwise. If Buyer or any of its employees, agents, or contractors enters the Property before Buyer has executed and delivered this Agreement, such entry on the Property shall constitute and be deemed to be Buyer's agreement to be bound by the terms of this Paragraph 4.1.1 and Paragraph 5.1 of this Agreement, regardless of whether Buyer ever executes or delivers this Agreement.

4.1.2 Buyer's Right to Terminate. If Buyer has executed and delivered this Agreement, Buyer may terminate this Agreement for any reason whatsoever (including but not limited to the failure of Buyer's Board of Directors to approve this Agreement) by written notice received by Seller prior to 5:00 p.m. St. Paul, Minnesota time on the date 60 days after the Agreement Effective Date (the "**Contingency Removal Date**"), and neither party shall have any further obligations to or rights against the other except Buyer's and Seller's rights to indemnification under this Agreement and Seller's rights to documents under Paragraphs 4.2 and 4.3.2 of this Agreement.

4.1.3 Failure to Terminate. If Buyer has executed and delivered this Agreement and then fails to terminate this Agreement pursuant to Paragraph 4.1.2 by timely delivering a written termination notice on or before the Contingency Removal Date, then, as of the Contingency Removal Date, the Earnest Money shall be deemed fully earned and non-refundable except to the extent this Agreement or the Contract for Deed expressly provides to the contrary, and Buyer shall be deemed to represent to Seller that Buyer has concluded whatever feasibility studies it desires in accordance with Paragraph 4.1.1 or otherwise and that Buyer is satisfied with the condition of the Property in all respects, including but not limited to the status of title, except for any timely Title Objections it has made or makes prior to Closing and subject to Seller's obligations for maintaining, repairing, and replacing the Property and any improvements thereon as expressly set forth in this Agreement and the Contract for Deed.

4.2 Studies and Reports. All reports, studies, and analyses, including environmental assessments or audits ("**Reports**"), obtained, or prepared by Buyer relating to the Property shall be conspicuously labeled as a draft, and copies shall promptly be delivered to Seller. Buyer shall not permit any consultant to issue, mark, or designate a Report as "final" until five days after delivery to Seller. Prior to Closing, Buyer shall not disclose any Report to any party except pursuant to applicable statutory or regulatory requirements or the written consent of Seller, provided that Buyer may furnish a copy of the Reports, subject to this nondisclosure agreement, to Buyer's potential mortgagees or investors, or to any consultants who prepare or review a

Report. If the sale under this Agreement does not close for any reason, Buyer shall promptly deliver copies of the Reports to Seller which shall become the exclusive property of Seller, however, Buyer makes no warranty of any kind whatsoever as to the ownership rights or accuracy of such Reports.

4.3 Representations and Warranties.

4.3.1 Seller's Representations and Warranties. For the purposes of this Agreement, "Seller's Actual Knowledge" means any matter of which Randy W. Alder ("Seller's Representative") is actually personally aware at the applicable time, without investigation or inquiry of any kind. Seller hereby represents and warrants to Buyer that, as of the Agreement Effective Date:

- (a) Seller is the sole owner of fee simple title to the Property.
- (b) To Seller's Actual Knowledge, there is no "individual sewage treatment system" on or serving the Property, as Minnesota Statutes, Section 115.55 defines that term.
- (c) To Seller's Actual Knowledge, there are no wells on the Property except as listed on **Exhibit C** to this Agreement.
- (d) Seller has full right, power, and authority to enter into this Agreement.
- (e) Seller has not entered into any other agreement for the conveyance of the Property, nor are there any rights of first refusal or options to acquire the Property or any other rights of others to acquire the Property that might prevent the consummation of the transactions contemplated by this Agreement.

4.3.2 Information Provided to Buyer. Seller's responsibility under this Agreement and/or the Contract for Deed and/or the Deed conveying the Property for any warranties, covenants or representations, and Seller's obligation to provide any documents or information, extends only to information or documents that Seller's Representative, without investigation or inquiry of any kind, is actually personally aware of or has in his or her direct possession, and not information or documents Seller may have in its possession generally of which Seller's Representative is not actually personally aware. Within 10 days after the Agreement Effective Date, Seller shall make available to Buyer for inspection and copying copies of all of the following, to the extent the same are in Seller's possession or reasonably available to Seller: surveys, plans, specifications, environmental reports and copies of all information and contracts relating to operation of the Property, such as service and/or maintenance contracts; all reports, information and correspondence regarding the Section 106 process (described in Paragraph 6.7.1 of this Agreement); and all Property information and reports regarding repairs of the roofs and building exteriors in 2005 and 2006. All information and documents provided by Seller, which are without warranty of any kind whatsoever, are subject to the same nondisclosure requirements in Paragraph 4.2 of this Agreement that apply to Reports. If the Payoff fails to occur for any reason, Buyer shall return all of such

documents to Seller, subject only to disclosures of them Buyer has made in accordance with Paragraph 4.2 of this Agreement.

4.3.3 Seller's Disclaimer. Except for Seller's express representations, warranties and covenants in this Agreement, the Contract for Deed and the Deed conveying the Property, no representation, warranty, agreement, or promise, if any, made by any person acting on behalf of Seller that is not contained in this Agreement shall be binding on Seller. Buyer agrees that Seller is not responsible for the acts and/or omissions of predecessors in title or management of the Property before Seller's acquisition of the Property. Except for those express representations, warranties and covenants expressly set forth in this Agreement, the Contract for Deed or the Deed conveying the Property, Buyer understands that the sale provided for herein is made without any warranty by Seller, express or implied, and that Seller hereby expressly disclaims any warranty or representation, as to the Property's development potential or zoning, the quality of the labor and/or materials included in any of the improvements, the nature, size, or quality of the Property or fitness for any particular purpose, the accuracy of any provided plats or plans, the Property's compliance with applicable laws, regulations, or codes, or the presence or suspected presence of underground storage tanks, piping, or hazardous wastes or substances on or about the Property or groundwater, including asbestos-containing material or lead-based paint.

4.3.4 Buyer's Representations and Warranties. Buyer's execution and delivery of this Agreement to Seller shall constitute Buyer's representation and warranty to Seller that Buyer's Board of Directors has approved this Agreement and Buyer has the full right, power, and authority to enter into and perform this Agreement.

4.4 AS IS, WHERE-IS Purchase. Buyer acknowledges and agrees that it is acquiring the Property for redevelopment, and anticipates that it or any future person desiring to use the buildings and other improvements on the Property must first substantially renovate and/or demolish the improvements on the Property. Buyer acknowledges that much or all of the improvements on the Property, including the "Concourse Structure" (as defined in the Contract for Deed), have been damaged and/or are in poor condition, and agrees that Seller has no obligation whatsoever to perform any such work except to the extent necessary to prevent further damage to or deterioration and to maintain the same in a safe and secure condition, subject to reasonable wear and tear, casualty, and condemnation. Buyer acknowledges that Buyer will have the opportunity to fully inspect the Property, including all improvements, before the Contingency Removal Date. Therefore, Buyer agrees to purchase the Property in its AS IS, WHERE-IS condition WITH ALL FAULTS, whether known or unknown, without recourse, liability, or indemnification of any type from Seller, other than Seller's express representations, warranties and covenants contained in this Agreement, the Contract for Deed and the Deed conveying the Property. In no event shall the Purchase Price be reduced or the sale rescinded if the Property fails to correspond to any standard Buyer expects or desires, or if Buyer's costs associated with its study and/or intended redevelopment or use of the Property exceed any projections, or if its plans to use or redevelop the Property are cancelled or change in any manner. The Purchase Price and the terms and conditions of this Agreement are the result of arm's-length bargaining between entities familiar with transactions of this kind, and the Purchase Price and the terms and conditions of this Agreement reflect the fact that Buyer shall not have

the benefit of, and is not relying upon any information provided by Seller or any agent for Seller, or any statements, representations or warranties, express or implied, made by or enforceable directly against Seller, including, without limitation, any relating to the value of the Property, the physical or environmental condition of the Property, any state, federal, county or local law, ordinance, order or permit; or the suitability, compliance or lack of compliance of the Property with any regulation, or any other attribute or matter of or relating to the Property, other than any representations, warranties and covenants contained in this Agreement, the Contract for Deed, and the Deed conveying the Property. If Seller provides or has provided any documents, summaries, opinions or work product of consultants, surveyors, architects, engineers, title companies, governmental authorities or any other person or entity with respect to the Property, including, without limitation, any materials prepared or supplied by Seller's broker, Buyer and Seller agree that Seller has done so or shall do so only for the convenience of both parties, Buyer shall not rely upon any such materials, and any reliance by Buyer upon any such documents, summaries, opinions or work product shall not create or give rise to any liability of or against Seller or any of its officers, governors, employees, contractors, attorneys, consultants, representatives, agents, successors, assigns or predecessors-in-interest. Seller shall have the right, but not the obligation, at any time before "Payoff" (as defined in the Contract for Deed) to enforce its rights against any and all users, occupants, guests, and tenants of the Property. Subject to Seller's express representations, warranties and covenants in this Agreement, the Contract for Deed and the Deed conveying the Property, Buyer hereby releases Seller from any and all claims and liabilities, whether or not now known, relating to the condition of the Property or its suitability for any purpose or use whatsoever.

4.5 Damage or Destruction. Between the Agreement Effective Date and the earliest of the termination or cancellation of this Agreement or the Closing Date, Seller shall retain the risk of loss with respect to the Property, but only to the extent of its express obligations to Buyer under the following sentences of this Paragraph 4.5, and provided that Buyer shall be obligated to close on the purchase of the Property on the Closing Date in accordance with this Agreement notwithstanding any casualty damage or destruction to any of the improvements on the Property. Buyer acknowledges that Seller self-insures with respect to the improvements on the Property. In the event of a material casualty affecting the Property, Seller shall promptly notify Buyer. Seller shall be entitled to elect whether, how, and when to repair any casualty damage in its sole discretion, but Seller shall make reasonable efforts to keep Buyer apprised of the status of any such repair or rebuilding and shall reasonably consider any comments Buyer provides with respect to any repair or rebuilding. Paragraph 4.3 of the Contract for Deed shall govern the parties' rights and obligations with respect to any un-repaired casualty damage that exists on the Closing Date. At Buyer's option, Buyer may at any time purchase property insurance covering the Property and Seller will, upon request, cooperate with any reasonable request related to obtaining such insurance, including, at any time when Buyer is not deemed to have an insurable interest in the Property, being named as the insured party on such insurance, provided that Seller shall be named as an additional insured on all such insurance. Buyer hereby waives any and all claims against Seller to the extent covered by any insurance Buyer obtains, except that Seller shall not be liable for any deductibles in excess of \$50,000 in the aggregate. Seller hereby assigns to Buyer all proceeds of any such insurance Buyer purchases.

ARTICLE 5 INDEMNIFICATION

5.1 Buyer's Indemnity. Buyer shall indemnify and defend Seller from and against any claims, liens, costs (including attorneys' fees or allocated costs of in house counsel), liabilities, damages, losses, or causes of action of whatever kind or nature (collectively "**Claims**") arising out of or in any way connected, directly or indirectly, with Buyer's, its employees', agents', or contractors' performance or nonperformance hereunder, and/or the use, study, improvement, sale or lease of the Property or entry thereon, provided that Buyer shall not be obligated to indemnify or defend Seller with respect to (i) existing conditions at the Property, except to the extent exacerbated by Buyer or its agents, (ii) the willful misconduct of Seller; or (iii) Seller's negligence, to the extent Buyer is not insured with respect to any such claim. Buyer agrees to comply with all laws, regulations, and orders of government agencies pertaining to the presence or suspected presence of hazardous wastes or substances on or about the Property or groundwater, and shall indemnify Seller, and shall waive any of its own Claims against Seller, from and against any Claim arising in connection with the release of any hazardous wastes or substances arising out of or related to Buyer's activities on the Property, including any liability under the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, or any other federal, state or local law, ordinance, or regulation pertaining to the presence or release of hazardous wastes or substances to the environment from or at the Property. This Paragraph 5.1 shall survive both the Closing under this Agreement and the Payoff under the Contract for Deed and any termination or cancellation of this Agreement or the Contract for Deed, as applicable.

5.2 Buyer's Waiver of Claims. Buyer agrees that Seller shall not be liable to Buyer or its successors or assigns on account of any errors, omissions, or construction defects ("**Errors**") for work performed by contractors and consultants in connection with the Property. Seller shall assign to Buyer, pursuant to the Contract for Deed, effective upon the Payoff of the Contract for Deed, any and all claims, under contract, tort, or otherwise, it may have for any such Errors, and Buyer agrees to look solely and directly to Seller's contractors or consultants for any relief for such Errors. This Paragraph 5.2 shall survive both the Closing under this Agreement and the Payoff under the Contract for Deed and any termination or cancellation of this Agreement or the Contract for Deed, as applicable.

ARTICLE 6 CLOSING

6.1 Closing and Closing Date. The closing of the sale and purchase of the Property pursuant to this Agreement (the "**Closing**") shall occur on or before the date that is 30 days after the date on which Seller gives Buyer written notice that Seller has obtained the "BOG Approval", as Article 8 of this Agreement defines that term. The date on which the Closing actually occurs is the "**Closing Date**".

6.2 Seller's Closing Deliveries. At Closing, Seller shall deliver the following to Buyer or Title Company:

(a) a Contract for Deed in the form attached to this Agreement as **Exhibit B** covering the Property (the "**Contract for Deed**") signed and acknowledged by Seller;

(b) a closing statement for the purchase and sale of the Property signed by Seller;

(c) appropriate evidence of authorization, satisfactory to the Title Company, in its reasonable discretion, for (A) Seller's conveyance of the Property in accordance with this Agreement, (B) Seller's execution and delivery of this Agreement, and (C) Seller's consummation of the transactions contemplated by this Agreement;

(d) an original standard-form seller's affidavit in form reasonably acceptable to Title Company for the purposes of the conveyance of the Property and the deletion from the Title Policy of standard pre-printed exceptions customarily deleted on the basis of a standard-form seller's affidavit, signed and acknowledged by Seller; and

(e) other items reasonably requested by Buyer or Title Company as administrative requirements to consummate the Closing.

6.3 Buyer's Closing Deliveries. At Closing, Buyer shall deliver the following to Seller or Title Company:

(a) \$11,937,500 in accordance with Paragraph 2.3 of this Agreement, by a wire transfer of immediately available funds, which payment, together with the Earnest Money, shall also constitute payment of the first "Installment Payment" under Paragraph 2.2.1 of the Contract for Deed;

(b) the Contract for Deed signed and acknowledged by Buyer;

(c) a closing statement for the purchase and sale of the Property signed by Buyer;

(d) a list, compiled using Buyer's good-faith efforts, of all reports, findings, and recommendations prepared for or addressed to Buyer covering any or all of the following with respect to the Property: the presence or absence of Hazardous Materials; property condition; ADA compliance; the presence or absence of asbestos containing materials; and engineering;

(e) appropriate evidence of authorization, satisfactory to the Title Company, in its reasonable discretion, for Buyer's purchase of the Property in accordance with this Agreement; and

(f) other items reasonably requested by Seller or Title Company as administrative requirements to consummate the Closing.

6.4 Possession. Seller shall deliver possession of the Property as and when the Contract for Deed provides.

6.5 Broker. Buyer hereby represents and warrants to Seller that it has engaged no broker or intermediary in connection with the proposed transaction who would be entitled to any commission, finder's fee, or similar compensation and agrees to indemnify and defend Seller for any other loss, liability, and reasonable expenses, incurred by virtue of any action on its part giving rise to a breach of such warranty or a claim of such other fees. Seller will pay CB Richard Ellis a fee as provided for in Seller's listing agreement with CB Richard Ellis. Seller hereby represents and warrants to Buyer that other than CB Richard Ellis it has engaged no broker or intermediary in connection with the proposed transaction who would be entitled to any commission, finder's fee, or similar compensation and agrees to hold Buyer harmless for any other loss, liability, and reasonable expenses (including but not limited to reasonable attorney fees), incurred by virtue of any action on its part giving rise to a breach of such warranty or a claim of such other fees.

6.6 Closing Costs. Closing costs will be allocated as follows:

(a) Attorneys' Fees: each party will be responsible for its own attorneys' fees.

(b) Title Insurance Commitment: 100% to Seller.

(c) Deed Tax: This transaction is exempt from Minnesota deed tax.

(d) Title Company Closing Fee: 50% to Buyer and 50% to Seller.

(e) Recording Fees: 50% to Seller, 50% to Buyer.

(f) Title insurance premium: 100% to Buyer.

(g) All survey (updated only) and investigation costs: 100% to Buyer.

(h) All operating expenses, costs and charges with respect to the Property, including real estate taxes and assessments, if any ("**Operating Expenses**") shall be apportioned and adjusted between Buyer and Seller as of the Concourse Structure Possession Date with respect to the Concourse Structure and as of the Payoff Date with respect to the remainder of the Property. Seller shall be responsible for all Operating Expenses which have accrued or become due prior to the Concourse Structure Possession Date with respect to the Concourse Structure and the Payoff Date with respect to the remainder of the Property, and Purchaser shall be responsible for all Operating Expenses which have accrued subsequent to the Concourse Structure Possession Date with respect to the Concourse Structure and the Payoff Date with respect to the remainder of the Property. Seller and Purchaser agree to cooperate after the Payoff Date to undertake all accountings and to make available all books, records, information and financial statements to ensure proper allocation and payment of Operating Expenses.

Buyer agrees that Seller is not responsible for any other costs related to this transaction that were ordered or incurred by Buyer on Buyer's behalf, including, without limitation, environmental assessments, investigations, surveys or reports of any kind, which costs shall not be credited towards the Purchase Price.

6.7 Other Covenants.

6.7.1 Section 106 of the National Historic Preservation Act requires federal agencies to take into account the effects of their undertakings on historic properties and afford the Advisory Council on Historic Preservation a reasonable opportunity to comment on such undertakings. Buyer understands that this sale is subject to the procedures in 36 CFR PART 800 -- PROTECTION OF HISTORIC PROPERTIES and that this Part defines how federal agencies meet these statutory responsibilities and that covenants and/or other conditions for preserving the Property's historic features (the "**Historic Preservation Covenants**") will be recorded against title to the Property in connection with the conveyance to Buyer. Seller shall promptly deliver to Buyer copies of all material documents and correspondence between Seller and the Minnesota State Historic Preservation Officer ("**SHPO**") related to the Historic Preservation Covenants.

6.7.2 If the Property, in whole or in part, contains wetlands or is located in a 100-year floodplain, the instrument of conveyance must reference same and state that the Property may be restricted in use pursuant to federal, state, or local wetland and/or floodplain regulations.

**ARTICLE 7
GENERAL PROVISIONS**

7.1 Amendments. This Agreement may only be amended by a written document that expressly refers to this Agreement and that is signed by both parties.

7.2 Entire Agreement. This Agreement: (i) integrates all terms and conditions mentioned herein and in all amendments, (ii) supersedes all oral negotiations and prior writings with respect to the subject matter hereof, and (iii) is intended by the parties to be the complete and exclusive statement of the terms agreed to by the parties.

7.3 Notices. Any notices required by this Agreement shall be effective if made in writing and either delivered directly; sent by certified or registered mail, return receipt requested; or sent by USPS Express Mail to the following:

Buyer: Ramsey County Regional Railroad Authority
Attention: Katherine Fischer
Government Center West, Suite 6560
50 West Kellogg Boulevard
St. Paul, MN 55102
Telephone: 651-266-2762
Fax: 651-266-2762

Email: Katherine.fischer@co.ramsey.mn.us

With a copy to:

Port Authority of the City of St. Paul
Attention: William M. Morin
1900 Landmark Towers
345 St. Peter Street
St. Paul, MN 55102-1661
Telephone: 651-224-5686
Fax: 651-223-5198
Email: wmm@sppa.com

With a copy to:

Leonard, Street and Deinard
Attention: Shannon D. Hoagland
150 South Fifth Street, Suite 2300
Minneapolis, MN 55402
Telephone: 612-335-1982
Fax: 612-335-1658
Email: shannon.hoagland@leonard.com

Seller:

United States Postal Service
Attention: Randyl W. Alder
Facilities, Asset Management
160 Inverness Dr W Ste 400
Englewood CO 80112-5005
Telephone: (303) 220-6547
Fax:
Email: randyl.w.alder@usps.gov

With copies to:

United States Postal Service
Facilities & Environmental Unit
475 L'Enfant Plaza, S.W., Room 6407
Washington, DC 20260-1135
Attention: B. Jeff Meadows III
Telephone: (202) 268-3009
Fax: (202) 268-5329
Email: b.jeff.meadows@usps.gov

Michael R. Marinovich
CB Richard Ellis, Inc.
Suite 400
81 South 9th Street
Minneapolis, MN 55402

612-336-4313
mmarinovich@cbre.com

Steven C. Cox
Fabyanske, Westra, Hart & Thomson, PA
Suite 1900
800 LaSalle Avenue
Minneapolis, MN 55402
612-359-7617
scox@fwhtlaw.com

All notices shall be deemed received on the date of the return receipt or acknowledgment of delivery.

7.4 Assignment. Buyer may assign its rights under this Agreement and the Contract for Deed to any other governmental entity, provided that: (i) the assignment is entered into for the purposes of developing the Transit Facility on the Property and the assignee accepts the assignment for the purposes of developing the Transit Facility, and for no other reason; (ii) Buyer gives Seller at least 30 days' advance written notice of the assignment together with such information relating to the reasons for the assignment that Seller reasonably requests; and (iii) the assignee executes and delivers to Seller, on or before the effectiveness of the assignment, an assumption for Seller's express benefit of all of the obligations and liabilities of the Buyer under this Agreement and the Contract for Deed. The foregoing provisions shall not apply to a collateral assignment of this Agreement and/or the Contract for Deed to any lender. Any assignment or other transfer by Buyer of any interest in this Agreement or the Contract for Deed other than in accordance with the preceding sentence without the prior written consent of Seller, which Seller may grant or withhold in its sole and absolute discretion, shall be null and void. At Seller's election, any assignment of this Agreement or the Contract for Deed that does not comply with this Paragraph 7.4 shall constitute a default by Buyer, for which Seller may terminate this Agreement in accordance with Paragraph 7.10 of this Agreement or the Contract for Deed, as applicable. No assignment or other transfer by Buyer of all or any of its rights or obligations under this Agreement or the Contract for Deed, regardless of whether the assignment or other transfer requires Seller's consent, and regardless of whether Seller has actually consented to the assignment or other transfer, shall release Buyer from its obligations and liabilities under this Agreement and the Contract for Deed, and Buyer shall remain principally liable, jointly and severally with the assignee, for all of the obligations and liabilities of the Buyer under this Agreement and the Contract for Deed arising at any time before or after the date of the assignment or other transfer.

7.5 Survival of Agreement. The terms, conditions, indemnifications, representations, and warranties contained in this Agreement shall survive the Closing. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.

7.6 Interaction with Contract for Deed. If the Closing occurs and there is any inconsistency or conflict between the terms of this Agreement and the terms of the Contract for Deed, the Contract for Deed shall control.

7.7 Recordation. Buyer shall be entitled to record, and Seller shall, upon request, execute and deliver, a Memorandum of Purchase Agreement with respect to this Agreement.

7.8 Governing Law. This Agreement shall be governed and interpreted in accordance with federal law, except when there is no applicable federal law, Minnesota law shall govern, including applicable Minnesota law governing the procedure for and effect of any cancellation of this Agreement and Buyer's interest in the Property pursuant to this Agreement.

7.9 Construction. Seller and Buyer acknowledge that each party has reviewed this Agreement and that the normal rule of construction that provides for ambiguities to be resolved against the drafting party shall not apply to the interpretation of this Agreement. It shall be construed neither for nor against Seller or Buyer, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

7.10 Damages. This provision does not limit any express obligations or indemnities of the parties contained elsewhere in this Agreement.

7.10.1 In the event the sale of the Property does not close in accordance with this Agreement because of a default by Buyer, including Buyer's delaying Closing for any reason unless the delay is agreed to in writing in advance by the Seller, Seller may terminate this Agreement and all rights of Buyer to purchase the Property by written notice to Buyer. If Buyer fails to cure such default within 30 days of such written notice (which may run concurrently with any cancellation period required under Minnesota Statutes, Chapter 559), this Agreement will terminate and the Earnest Money shall be refunded to Buyer. Notwithstanding the foregoing, Seller shall be entitled to recover Seller's actual consequential and incidental damages, including its actual costs and expenses (including attorney fees and fees paid to other professionals and consultants) incurred in connection with entering into this Agreement and performing its other obligations under this Agreement, including but not limited to negotiating and entering into this Agreement and investigating potential replacement facilities, up to a maximum amount of \$750,000, which shall be deducted from the Earnest Money to be refunded to Buyer.

7.10.2 Except as otherwise provided in this Agreement and the Contract for Deed, Buyer hereby waives any right whatsoever to enforce specific performance or to recover monetary damages from Seller. If Seller defaults under this Agreement, Buyer shall be entitled to terminate this Agreement and all rights of Seller by written notice to Seller. If Seller fails to cure such default within 30 days of such written notice, this Agreement will terminate and Buyer shall be entitled to recover (i) the Earnest Money; and (ii) from and after BOG Approval, Buyer's actual consequential and incidental damages up to a maximum amount of \$750,000, including its actual costs and expenses (including attorney fees and fees paid to other professionals and consultants) incurred in connection with entering into this Agreement and performing its other obligations under this Agreement, including but not limited to negotiating and entering into this Agreement and investigating potential replacement facilities, and interest on the Earnest Money at an annual rate of 5.0%, compounded annually and calculated from the date the Earnest Money was paid.

7.11 Disputes. Subject to the last sentence of this Paragraph 7.11, Seller and Buyer agree to mediate all disputed issues, and to make a good faith effort to resolve same, prior to filing a legal or administrative action. The parties shall mutually agree on the mediator, and shall share equally all costs of the mediation. Any resolution signed by both parties resulting from the mediation shall be final and binding on the parties. Notwithstanding the preceding sentences of this Paragraph 7.11 or anything else in this Agreement to the contrary, and Seller and Buyer shall each have the right to terminate this Agreement in accordance with applicable law (including Seller's right to cancel this Agreement under Minnesota Statutes Section 559.21) and without mediation pursuant to any right of termination in this Agreement.

7.12 No Third Party Beneficiaries. No person other than Seller and Buyer shall be entitled to rely upon or enforce this Agreement, and Seller and Buyer agree that there are no intended third party beneficiaries of this Agreement.

ARTICLE 8 ADDITIONAL PROVISIONS

8.1 BOG Approval. All of Seller's obligations and liabilities under this Agreement are subject to the condition precedent that Seller's Board of Governors (the "**BOG**") approves the sale of the Property pursuant to this Agreement, Seller's performance of its obligations and liabilities under this Agreement, the Contract for Deed, and the Eagan expansion (as described in the Contract for Deed) (the "**BOG Approval**"). As of the Agreement Effective Date, the request for approval of the sale of the Property and this Agreement is on the agenda for the December 12, 2007 BOG meeting. However, Buyer acknowledges that the request for approval could be deferred to a later BOG meeting, that the BOG could defer or delay its approval of this sale after considering the request, and that the BOG could refuse to approve the sale of the Property in its sole discretion for any reason or no reason whatsoever. If for any reason whatsoever Seller has not obtained BOG Approval by April 30, 2008, Buyer shall be entitled, as its sole and exclusive remedy with respect to any failure to obtain BOG Approval, to terminate this Agreement upon written notice to Seller and Buyer shall be entitled to recover the Earnest Money. Except as otherwise set forth in this Agreement and the Contract for Deed, Buyer hereby waives any and all claims against Seller with respect to any failure to obtain BOG Approval, including but not limited to, any claim for reimbursement of any costs or expenses it has incurred in connection with this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereby execute this Agreement of Purchase and Sale.

BUYER: Ramsey County Regional Railroad Authority

By: _____
Name: _____
Title: _____

Date: _____, 2007

SELLER: United States Postal Service

By: Stephen C. Roth
Name: Stephen C. Roth
Title: Manager Realty Assets, USPS

Date: 8-29, 2007

EXHIBIT A

Description of the Total Site

The Total Site: The Total Site is comprised of the following three (3) parcels:

	<u>Tower Parcel</u>	<u>Concourse Parcel</u>	<u>Triangle Parcel</u>
Property Identification Number (PIN)	06.28.22.11.0025	05.28.22.22.0045 05.28.22.22.0046	06.28.22.11.0026

EXHIBIT B

Form of Contract for Deed

EXHIBIT C

Wells

CONTRACT FOR DEED

"SELLER"

UNITED STATES POSTAL SERVICE

"BUYER"

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

"PROPERTY"

ST. PAUL – MAIN POST OFFICE/P&DC

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CONTRACT FOR DEED

THIS CONTRACT FOR DEED ("**Contract**"), dated _____, 200__ (the "**Contract for Deed Effective Date**"), is entered into by the United States Postal Service ("**Seller**") and Ramsey County Regional Railroad Authority, a political subdivision and local government unit of the State of Minnesota ("**Buyer**").

Recitals:

A. Seller and Buyer are the parties to the Agreement of Purchase and Sale dated _____, 2007 (the "**Agreement**") relating to the sale of a portion of Seller's main post office facility in St. Paul, Minnesota. Each capitalized term in this Contract that this Contract does not define has the meaning the Agreement gives it. The Closing under the Agreement is occurring on the Contract for Deed Effective Date and Seller and Buyer are entering into this Contract pursuant to the Agreement. The "**Property**", as the Agreement defines that term, is legally described on the **Exhibit A** to this Contract.

B. As a condition precedent to vacating and giving possession to Buyer of all portions of the Property other than the "**Concourse Structure**", as Paragraph 6.1 of this Contract defines that term (all portions of the Property other than the Concourse Structure are the "**Post Office Facility**"), and as a condition precedent to delivering the "**Deed**", as Paragraph 3.1 of this Contract defines that term, Seller must transfer the St. Paul Operations other than the operations Seller will continue to conduct in the "**Retained Facility**", as the Agreement defines that term (the "**Relocation Operations**"), to another location or locations. To relocate the Relocation Operations from the Property, Seller has acquired one or more parcels of property and must design and construct new facilities for the Relocation Operations. This duplication of facilities will cause Seller to incur substantial costs.

C. Seller's willingness to enter into this Contract and to sell the Property to Buyer is contingent and conditioned upon Seller's ability to relocate the Relocation Operations to another location without impairing its ability to deliver the mail and without paying or incurring any costs for public infrastructure improvements ("**Public Infrastructure Costs**") that may be required in order to construct its new facility or facilities. In particular, Seller is contemplating moving all or a majority of the Relocation Operations to a site it owns adjacent to its bulk mail facility in Eagan, Minnesota (the "**Eagan Site**"). Seller anticipates that if it constructs a new facility for the Relocation Operations on the Eagan Site, the traffic to the new facility on the Eagan Site may require substantial upgrades to the public streets and highways that surround and serve the Eagan Site. In addition, the City of Eagan has indicated its desire to acquire a portion of the Eagan Site in order to extend Denmark Drive through the Eagan Site to connect with Lone Oak Drive to the north of the Eagan Site. Such an extension of Denmark Drive would have no substantial value to Seller's development of the Eagan Site, so Seller will require that it is fairly compensated as part of the Public Infrastructure Costs for any of its land that is dedicated, taken or otherwise conveyed for the purpose of extending Denmark Drive or any similar upgrade to public streets or other public amenities unless Seller is satisfied that there will be a significant increase in the value of the Eagan Site as a result of access to Denmark Drive. Seller's willingness to construct a new facility on and relocate the Relocation Operations to the Eagan

Site and/or to any other site or sites to which it moves all or any portion of the Relocation Operations (collectively, the "New Site") is conditioned upon procuring funding from third parties for all Public Infrastructure Costs associated with moving the Relocation Operations to the New Site, and Seller reserves the right to terminate this Contract pursuant to Paragraph 9.2 of this Contract if this condition is not satisfied to Seller's satisfaction in its sole but good-faith discretion. In order to induce Seller to enter into this Contract, Buyer is willing to assist Seller in obtaining funding for the Public Infrastructure Costs.

Accordingly, Seller and Buyer agree as follows:

ARTICLE 1 SALE AND PURCHASE

1.1 Sale and Purchase. Seller hereby sells the Property to Buyer, and Buyer hereby buys the Property from Seller, on the terms and conditions contained in this Contract. Seller shall retain possession of the Post Office Facility until the "Payoff", as Paragraph 2.2.2 of this Contract defines that term. Article 6 of this Contract governs possession of the Concourse Structure.

1.2 Public Infrastructure Costs. Buyer shall make reasonable efforts to assist Seller and others to secure State and/or federal funding for the Public Infrastructure Costs for the Eagan Site, and/or for any other New Site to which Seller will move the Relocation Operations. As a condition precedent to Buyer's right to take possession of the Concourse Structure under Paragraph 6.1 of this Contract, Seller shall have confirmed: (i) the amount of the Public Infrastructure Costs, in an itemized accounting broken out into each material component; and (ii) the commitment by governmental entities or others to fund the Public Infrastructure Costs. This condition precedent shall not be deemed satisfied until Buyer receives Seller's written confirmation, which Seller shall be entitled to withhold in its sole but good-faith discretion, that the condition precedent has been satisfied. If for any reason Seller determines that the Public Infrastructure Costs will not be fully paid for by others to Seller's satisfaction in its sole but good-faith discretion, Seller may terminate this Contract in accordance with Paragraph 9.2 of this Contract.

ARTICLE 2 PURCHASE PRICE

2.1 Amount of Purchase Price. The purchase price for the Property is \$49,600,000 (the "**Purchase Price**").

2.2 Terms of Payment. Buyer shall pay Seller the Purchase Price as follows:

2.2.1 Installment Payments. Buyer shall pay installments of the Purchase Price to Seller (each such payment being an "**Installment Payment**") on or before the following dates in the following amounts:

Contract for Deed

Effective Date \$15,937,500 (which amount is the cumulative amount of the \$11,937,500 payment due at the closing by Buyer under the Agreement plus the Earnest Money paid by Buyer under the Agreement)

First anniversary of the
Contract for Deed
Effective Date: \$15,625,000

Second anniversary of the
Contract for Deed
Effective Date \$3,000,000

Payoff Date \$15,037,500, less the Interest Credit defined in Paragraph 2.2.2 of this Contract

Notwithstanding anything in this Contract to the contrary, Buyer may, at its sole option, prepay the Purchase Price at any time, in full or in part, without penalty, by making Installment Payments earlier and/or in greater amounts than the preceding sentence and table require, provided that a prepayment in full shall not affect the "Payoff Date", as Paragraph 7.1 of this Contract defines that term, and the Payoff Date shall be scheduled and determined in accordance with Paragraph 7.1 of this Contract without regard to any prepayment in full of the Purchase Price.

2.2.2 Balance of Purchase Price Due at Payoff. Buyer and Seller intend for the Purchase Price amount of \$49,600,000 to represent the sum of the principal and all accrued interest due based on an assumed payoff on December 31, 2010. Accordingly, Buyer shall receive a credit upon Seller's delivery of the Deed in accordance with Article 7 of this Contract (the "**Payoff**") against the Purchase Price in an amount equal to the interest that would have accrued at an annual rate of five percent (5.0%), compounded annually, on the Installment Payments from the date Buyer makes each Installment Payment through the Payoff Date (the "**Interest Credit**"). For instance, if Buyer pays the Earnest Money on September 30, 2007, and the remaining \$11,937,500 of the initial Installment Payment on December 31, 2007, and makes the other Installment Payments when due in the amount due, and the Payoff Date is December 31, 2010, Buyer would receive a credit against the Purchase Price at Payoff of \$38,884,092.16 (the sum of Installment Payments in the total principal amount of \$34,562,500 plus accrued interest of \$4,321,592.16), resulting in a balance due on the Payoff Date of December 31, 2010 of \$10,715,907.84. If the Payoff Date occurs after December 31, 2010, Seller shall pay the Interest Credit to Buyer at Payoff by a wire transfer of immediately available funds. Buyer shall pay the balance of the Purchase Price to Seller on the Payoff Date. Buyer shall pay all Installment Payments and the balance of the Purchase Price due on the Payoff Date by wire transfers of immediately available funds.

ARTICLE 3 CONDITION OF TITLE

3.1 Condition of Title at Payoff. At the Payoff, upon Buyer's full performance of its obligations under this Contract, Seller shall deliver to Buyer a Limited Warranty Deed (the "Deed") conveying title to the Property to Buyer, subject only to the following:

- (a) [List Permitted Exceptions determined under the Agreement];
- (b) The "Historic Preservation Covenants", as Paragraph 7.9.1 of this Contract defines that term, if any;
- (c) A recorded memorial of Seller's rights under Paragraphs 9.3 and 9.5 of this Contract; and
- (d) Applicable zoning, building, and use codes, regulations, and laws of any locality, county or state.

ARTICLE 4 CONDITION OF PROPERTY

4.1 No Warranties. All information and documents provided by Seller are without warranty of any kind whatsoever. No representation, warranty, agreement, or promise, if any, made by any person acting on behalf of Seller that is not contained in the Agreement, this Contract or the Deed conveying the Property shall be binding on Seller. Buyer agrees that Seller is not responsible for the acts and/or omissions of predecessors in title or management of the Property before Seller's acquisition of the Property. Except for those express representations, warranties and covenants expressly set forth in the Agreement, this Contract and the Deed conveying the Property, Buyer understands that the sale provided for herein is made without any warranty by Seller, express or implied, and that Seller hereby expressly disclaims any warranty or representation, as to the Property's development potential or zoning, the quality of the labor and/or materials included in any of the improvements, the nature, size, or quality of the Property or fitness for any particular purpose, the accuracy of any provided plats or plans, the Property's compliance with applicable laws, regulations, or codes, or the presence or suspected presence of underground storage tanks, piping, or hazardous wastes or substances on or about the Property or groundwater, including asbestos-containing material or lead-based paint.

4.2 AS IS, WHERE-IS Conveyance. Buyer acknowledges and agrees that it is acquiring the Property for redevelopment, and anticipates that it or any future person desiring to use the buildings and other improvements on the Property must first substantially renovate and/or demolish the improvements on the Property. Buyer acknowledges that much or all of the portions of the improvements on the Property, including the Concourse Structure (defined in Article 6 of this Contract), have been damaged and/or are in poor condition, and agrees that Seller has no obligation whatsoever to perform any such work except to the extent necessary to prevent further damage to or deterioration and to maintain the same in a safe and secure condition, subject to reasonable wear and tear, casualty, and condemnation. Buyer acknowledges that Buyer has had the opportunity to fully inspect the Property, including all improvements. Therefore, Buyer hereby accepts the Property in its AS IS, WHERE-IS condition

WITH ALL FAULTS, whether known or unknown, without recourse, liability, or indemnification of any type from Seller other than Seller's express representations, warranties and covenants contained in the Agreement, this Contract and the Deed conveying the Property. In no event shall the Purchase Price be reduced or the sale rescinded if the Property fails to correspond to any standard Buyer expects or desires, or if Buyer's costs associated with its study and/or intended redevelopment or use of the Property exceed any projections, or if its plans to use or redevelop the Property are cancelled or change in any manner. The Purchase Price and the terms and conditions of this Contract are the result of arm's-length bargaining between entities familiar with transactions of this kind, and the Purchase Price and the terms and conditions of this Contract reflect the fact that Buyer shall not have the benefit of, and is not relying upon any information provided by Seller or any agent for Seller, or any statements, representations or warranties, express or implied, made by or enforceable directly against Seller, including, without limitation, any relating to the value of the Property, the physical or environmental condition of the Property, any state, federal, county or local law, ordinance, order or permit; or the suitability, compliance or lack of compliance of the Property with any regulation, or any other attribute or matter of or relating to the Property, other than any representations, warranties and covenants contained in the Agreement, this Contract and the Deed conveying the Property. If Seller provides or has provided any documents, summaries, opinions or work product of consultants, surveyors, architects, engineers, title companies, governmental authorities or any other person or entity with respect to the Property, including, without limitation, any materials prepared or supplied by Seller's broker, Buyer and Seller agree that Seller has done so or shall do so only for the convenience of both parties, Buyer shall not rely upon any such materials, and any reliance by Buyer upon any such documents, summaries, opinions or work product shall not create or give rise to any liability of or against Seller or any of its officers, governors, employees, contractors, attorneys, consultants, representatives, agents, successors, assigns or predecessors-in-interest. Seller shall have the right, but not the obligation, at any time before the Payoff to enforce its rights against any and all users, occupants, guests, and tenants of the Property. Subject to Seller's express representations, warranties and covenants in the Agreement, this Contract and the Deed conveying the Property, Buyer hereby releases Seller from any and all claims and liabilities, whether or not now known, relating to the condition of the Property or its suitability for any purpose or use whatsoever.

4.3 Damage or Destruction. Between the Contract for Deed Effective Date and the earlier of the termination or cancellation of this Contract or the consummation of the Payoff, Seller shall retain the risk of loss with respect to the Property, but only to the extent of its express obligations to Buyer under the following sentences of this Paragraph 4.3, and except as follows: (i) Buyer shall assume the risk of loss with respect to the Concourse Structure as of the Concourse Structure Possession Date and with respect to the remainder of the Property as of the Payoff Date, and (ii) Buyer shall be obligated to close on the Payoff on the Payoff Date in accordance with this Contract, notwithstanding any casualty damage or destruction to any of the improvements on the Property. Buyer acknowledges that Seller self-insures with respect to the improvements on the Property. In the event of a material casualty affecting the Property, Seller shall promptly notify Buyer. Seller shall be entitled to elect whether, how, and when to repair any casualty damage in its sole discretion, but Seller shall make reasonable efforts to keep Buyer apprised of the status of any such repair or rebuilding and shall reasonably consider any comments Buyer provides with respect to any repair or rebuilding. If the Concourse Structure is materially damaged by a casualty and Seller has not substantially completed repairs or

demolition of the damage on or before the Concourse Structure Possession Date, Buyer shall be entitled to a credit against the Installment Payment due on the Payoff Date equal to the amount of insurance proceeds Seller would have received from a standard property insurance policy with respect to any required demolition and removal of the damaged structure that Seller has not then completed but Buyer shall not be entitled to a credit against the Purchase Price with respect to any required repairs or restoration of the Concourse Structure. If the concrete deck or any other improvements on the Property other than the Concourse Structure are damaged by a casualty and Seller has not repaired the damage on or before the Payoff Date, Buyer shall, at any time when Buyer has not obtained property insurance covering the Property, be entitled to credit against the Installment Payment due on the Payoff Date equal to the lesser of (i) the amount of insurance proceeds Seller would have received under a standard property insurance policy insuring Seller for the useful value of such improvements to Seller for its postal service operations on the Property, or (ii) 2% of the Purchase Price. At Buyer's option, Buyer may at any time purchase property insurance covering the Property and Seller will, upon request, cooperate with any reasonable request related to obtaining such insurance, including, at any time when Buyer is not deemed to have an insurable interest in the Property, being named as the insured party on such insurance and assigning its rights to the proceeds to Buyer, provided that Seller shall be named as an additional insured on all such insurance. Buyer hereby waives any and all claims against Seller to the extent covered by any insurance Buyer obtains, except that Seller shall not be liable for any deductibles in excess of \$50,000 in the aggregate. Seller hereby assigns to Buyer all proceeds of any such insurance Buyer purchases.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Seller's Representations and Warranties. For the purposes of this Contract, "Seller's Actual Knowledge" means any matter of which Randy W. Alder ("Seller's Representative") is actually personally aware at the applicable time, without investigation or inquiry of any kind. Seller hereby represents and warrants to Buyer that, as of the Contract for Deed Effective Date:

5.1.1 Seller is the sole owner of fee simple title to the Property.

5.1.2 To Seller's Actual Knowledge, there is no "individual sewage treatment system" on or serving the Property, as Minnesota Statutes, Section 115.55 defines that term.

5.1.3 To Seller's Actual Knowledge, there are no wells on the Property except as listed on **Exhibit B** to this Contract.

5.1.4 Seller has full right, power, and authority to enter into this Contract.

5.1.5 Seller has not entered into any other agreement for the conveyance of the Property, nor are there any rights of first refusal or options to acquire the Property or any other rights of others to acquire the Property that might prevent the consummation of the transactions contemplated by this Contract.

5.2 Seller's Delivery of Information. Seller's responsibility under this Contract and/or the Agreement for any warranties or representations, and Seller's obligation to provide any documents or information, extends only to information or documents that Seller's Representative, without investigation or inquiry of any kind, is actually personally aware of or has in his or her direct possession, and not information or documents Seller may have in its possession generally of which Seller's Representative is not actually personally aware. Seller shall promptly make available to Buyer for inspection and copying copies of all surveys, plans, specifications, and copies of all information and contracts relating to operation of the Property, such as service and/or maintenance contracts ("**Contracts**"). All information and documents provided by Seller, which are without warranty of any kind whatsoever, are subject to the same nondisclosure requirements in Paragraph 4.2 of the Agreement that apply to Reports. If the Payoff fails to occur for any reason, Buyer shall return all of such documents to Seller, subject only to disclosures of them Buyer has made in accordance with Paragraph 4.2 of the Agreement.

5.3 Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller that, as of the Contract for Deed Effective Date, Buyer has full right, power, and authority to enter into this Contract.

ARTICLE 6 CONCOURSE STRUCTURE

6.1 Possession of Concourse Structure. The portion of the Property consisting of the elevated concourse structure on the Property is the "**Concourse Structure**". The Concourse Structure is listed on the National Register of Historic Places. Accordingly, Seller is not authorized to grant Buyer possession of the Concourse Structure until Seller has completed the "Section 106 process" under 36 CFR 800 Subpart B for determining ways to avoid, minimize, or mitigate any adverse effects on historic properties. Seller shall transfer possession of the Concourse Structure to Buyer on the date (the "**Concourse Structure Possession Date**") that is the later of (i) the date the Section 106 process has been completed with respect to the Concourse Structure and Seller is permitted to grant Buyer possession of the Concourse Structure in accordance with Section 106 of the National Historic Preservation Act and 36 CFR 800 Subpart B, and the parties have waived their respective termination rights under Paragraphs 9.1 and 9.2 of this Contract, and (ii) the date that is eighteen months after the Contract for Deed Effective Date (or sooner at Buyer's election). From the Concourse Structure Possession Date through the Payoff Date, Seller agrees to allow Buyer to access to the Concourse Structure so long as such access does not interfere with postal operations on the Property. Prior to accessing the Concourse Structure, Buyer shall provide Seller with plans and specifications detailing the planned access. Seller shall have 10 business days to review such plans and specifications. If Seller does not provide comments to Buyer within such 10-day period, such plans and specifications will be deemed approved and Buyer may access the Concourse Structure using the access plan outlined in the plans and specifications at the end of the 10-day period.

6.2 Section 106 Process. Seller shall pursue and complete the Section 106 process with respect to the Concourse Structure. Seller shall promptly deliver to Buyer copies of all documents and correspondence related to the Historic Preservation Covenants to allow Buyer time to review and provide comments to Seller regarding same.

6.3 Ownership Costs and Liabilities.

6.3.1 Concourse Structure. From and after the Contract for Deed Effective Date, Seller shall, with respect to the Concourse Structure, maintain all utilities in its name, and retain all other responsibilities of ownership, including, without limitation, responsibility for utility payments, taxes and assessments, if any, any payments in lieu of taxes or assessments that Seller has agreed in writing to pay, and the cost of all maintenance, repair, and replacement of all improvements (subject to reasonable wear and tear, casualty, and condemnation), and for personal injury, property damage, or any loss or damage of any type that relates to the Concourse Structure. Between the Contract for Deed Effective Date and the Concourse Structure Possession Date, Buyer shall be entitled to access to the Concourse Structure for the purposes of inspecting the Concourse Structure and planning for any alterations or improvements Buyer desires to complete in the Concourse Structure. Between the Contract for Deed Effective Date and the Concourse Structure Possession Date (i) Seller shall perform any work required to maintain the Concourse Structure in a safe and secure condition and avoid deterioration, at Seller's sole expense, subject to reasonable wear and tear, casualty, and condemnation, (ii) Buyer, at Buyer's sole expense, may perform or cause to be performed, at Buyer's sole expense, any maintenance, repairs, and replacements that Buyer desires with respect to the Concourse Structure so long as such work does not interfere with Seller's postal operations, and (iii) Seller shall perform any work that Seller is obligated to perform pursuant to Section 106 or other applicable law. From and after the Concourse Structure Possession Date, Buyer shall secure insurance with respect to the Concourse Structure, have all utilities for the Concourse Structure transferred to its name, and retain all other responsibilities of ownership of the Concourse Structure, including, without limitation, responsibility for utility payments, taxes and assessments, payments in lieu of taxes or assessments, and the cost of all maintenance, repair, and replacement of all improvements (subject to reasonable wear and tear, casualty, and condemnation), and for personal injury, property damage, or any loss or damage of any type that relates to the Concourse Structure.

6.3.2 Post Office Facility. From and after the Contract for Deed Effective Date, Seller shall, with respect to the Post Office Facility, maintain all utilities in its name, and retain all other responsibilities of ownership, including, without limitation, responsibility for utility payments, any taxes and assessments, any payments in lieu of taxes or assessments Seller has agreed in writing to pay, and the cost of all maintenance, repair, and replacement of all improvements (subject to reasonable wear and tear, casualty, and condemnation), and for personal injury, property damage, or any loss or damage of any type that relates to the Post Office Facility. Between the Contract for Deed Effective Date and the Payoff Date (i) Seller shall perform any work required to maintain the Post Office Facility in a safe and secure condition and avoid deterioration (subject to reasonable wear and tear, casualty, and condemnation), at Seller's sole expense, and (ii) Buyer, at Buyer's sole expense, may perform or cause to be performed, at Buyer's sole expense, any maintenance, repairs, and replacements that Buyer desires with respect to the Post Office Facility so long as such work does not interfere with Seller's postal operations. From and after the Payoff Date, Buyer shall secure insurance with respect to the Post Office Facility, have all utilities for the Post Office Facility transferred to its

name, and retain all other responsibilities of ownership of the Post Office Facility, including, without limitation, responsibility for utility payments, taxes and assessments, payments in lieu of taxes or assessments, and the cost of all maintenance, repair, and replacement of all improvements (subject to reasonable wear and tear, casualty, and condemnation), and for personal injury, property damage, or any loss or damage of any type that relates to the Post Office Facility.

6.4 Work. Effective on and after the Concourse Structure Possession Date, Buyer shall be entitled, at Buyer's sole cost, subject to complying with all terms and conditions resulting from the Section 106 process with respect to the Concourse Structure, to alter, repair, and replace the Concourse Structure to prevent damage to or deterioration of the Concourse Structure and in connection with Buyer's development of a transit facility without Seller's consent, provided that Buyer shall give Seller prior written notice of all work costing more than \$100,000, shall keep Seller apprised of the progress of all work, and shall avoid any interference with or disruption of the Seller's postal activities at the Retained Facility and the Post Office Facility, including, but not limited to the Relocation Operations. Notwithstanding anything in this Contract to the contrary, Buyer acknowledges and agrees that, if this Contract is cancelled or otherwise terminated before the Payoff, or if for any other reason whatsoever the Payoff does not occur, Buyer shall reimburse Seller, upon demand, for all reasonable out-of-pocket costs Seller incurs in connection with any uncompleted or defective work Buyer has performed in the Concourse Structure, including but not limited to any work required to return the Concourse Structure to a safe and secure condition and avoid deterioration, subject to the \$750,000 cap that applies under this Contract to any reimbursement by Seller of Buyer's costs.

6.5 Insurance. With respect to any property insurance policy or policies Buyer maintains covering all or any part of the Concourse Structure, each such insurance policy shall contain a loss payable clause in favor of Seller that provides that Seller's right to recover under the insurance policy shall not be impaired by any acts or omissions of Buyer or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard "mortgage clause". In the event of damage to all or any part of the Concourse Structure by fire or other casualty, Buyer shall promptly give notice of such damage to Seller and the insurance company, and Buyer shall apply all proceeds of any such insurance to the repair or rebuilding of the Concourse Structure. If Seller maintains any property insurance policy or policies covering all or any part of the Concourse Structure, each such insurance policy shall contain a loss payable clause in favor of Buyer that provides that Buyer's right to recover under the insurance policy shall not be impaired by any acts or omissions of Buyer or Seller, and that Buyer shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard "mortgage clause".

6.6 Liability. Seller shall be free from liability and claims for damages by reason of any injury, death, or damage to personal property occurring on or after the Concourse Structure Possession Date to any person or persons or property while on the Concourse Structure. Buyer shall defend, indemnify, and hold Seller harmless from all liability, loss, cost, and obligations, including actual attorney fees, on account of or arising out of any such injuries. However, Buyer shall have no liability or obligation to Seller for such injuries that are caused by the intentional wrongful acts of Seller. If Buyer maintains any liability insurance with respect to the Concourse Structure, Buyer hereby waives all claims against Seller to the extent such claims are coverable

under the liability insurance, and Buyer shall cause Seller to be named as an additional insured under such policy or policies. Buyer shall be free from liability and claims for damages by reason of any injury, death, or damage to personal property occurring before the Concourse Structure Possession Date to any person or persons or property while on the Concourse Structure. Seller shall hold Buyer harmless from all liability, loss, cost, and obligations, including actual attorney fees, on account of or arising out of any such injuries. However, Seller shall have no liability or obligation to Buyer for such injuries that are caused by the intentional wrongful acts of Buyer. Seller hereby waives all claims against Buyer to the extent such claims are coverable under Seller's liability insurance.

6.7 Waste, Repair and Liens. On and after the Contract for Deed Effective Date and until the Concourse Structure Possession Date, Seller shall not commit or allow waste of the Concourse Structure and the Property. On and after the Concourse Structure Possession Date Buyer shall not commit or allow waste of the Concourse Structure. Buyer shall not create or permit to accrue liens or adverse claims against the Concourse Structure that constitute a lien or claim against Seller's interest in the Concourse Structure. Buyer shall pay to Seller all amounts, costs and expenses, including actual attorney fees, incurred by Seller to remove any such liens or adverse claims.

6.8 Compliance With Laws. Except for matters that Seller has created, suffered or permitted to exist before the Concourse Structure Possession Date, Buyer shall comply or cause compliance with all laws and regulations of any governmental authority that affect the Concourse Structure or the manner of using or operating the Concourse Structure, including to the extent applicable, the provisions of 39 CFR 232, and with all restrictive covenants, if any, affecting title to all or any part of the Concourse Structure, on and after the Concourse Structure Possession Date. Prior to the Concourse Structure Possession Date, Seller shall comply or cause compliance with all laws and regulations of any governmental authority that affect the Concourse Structure or the manner of using or operating the Concourse Structure, including to the extent applicable, the provisions of 39 CFR 232, and with all restrictive covenants, if any, affecting title to all or any part of the Concourse Structure.

ARTICLE 7 PAYOFF

7.1 Payoff Date. Seller shall make good-faith commercially reasonable efforts to relocate the Relocation Operations from the Post Office Facility to another location, including but not limited to obtaining all required approvals of its Board of Governors and other government entities for the financing, acquisition, construction, and relocation of the Relocation Operations from the Post Office Facility, so as to permit Seller to vacate the Post Office Facility and deliver possession of the Post Office Facility and the Deed on or before December 31, 2010 (the "**Outside Payoff Date**"). Buyer acknowledges that, as part of relocating the Relocation Operations from the Post Office Facility, instead of simply replicating the facilities at the Post Office Facility at one other location and moving all of the Relocation Operations from the Post Office Facility to that other location, Seller may consider, or may be required to, adjust the way it performs the Relocation Operations in ways that will involve multiple other locations and/or the integration of other operations that it currently does not perform at the Post Office Facility. Not later than 30 days after Seller has fully vacated the Property and is able to deliver the Deed,

Seller shall deliver written notice to Buyer of the Payoff Date, which shall not be later than 30 days after the date Seller delivers the notice. The date on which the Payoff actually occurs is the "Payoff Date".

7.2 Outside Payoff Date. If Seller has made commercially reasonable good-faith efforts to relocate the Relocation Operations from the Post Office Facility to another location so as permit Seller to vacate the Post Office Facility and deliver the Deed on or before December 31, 2010, but is nevertheless unable to do so, then Seller shall have the option to extend the Outside Payoff Date to a date chosen by Seller, not later than December 31, 2011 by delivering to Buyer a written notice of such extension on or before March 31, 2010. Seller shall have no right to extend the Outside Payoff Date beyond December 31, 2011. If the Payoff does not occur on or before the Outside Payoff Date, as extended under this Paragraph 7.2, if applicable, for any reason whatsoever other than a default by Buyer, Buyer shall be entitled to terminate this Contract by delivering a written termination notice to Seller. If Buyer terminates this Contract under this Paragraph 7.2, Seller shall refund to Buyer all Installment Payments Buyer has made, plus a reimbursement of all of Buyer's reasonable out-of-pocket expenses incurred with respect to this transaction including all improvements Buyer installs in the Concourse Structure, but not the "Track Improvements", as Paragraph 9.4 of this Contract defines that term, provided that Seller's obligation to so reimburse Buyer shall be capped at \$750,000, and plus an amount equal to the Interest Credit (as defined in this Contract) Buyer would have received at the Payoff (as defined in this Contract) if the Payoff had occurred on the termination date and neither party shall have any further rights or obligations under or in connection with this Contract except for Seller's and Buyer's hold harmless and/or indemnity obligations under this Contract and the Agreement.

7.3 Seller's Payoff Deliveries. At the Payoff, Seller shall deliver the following to Buyer or Title Company:

- (a) The Deed signed and acknowledged by Seller.
- (b) A Contract for Deed payoff statement signed by Seller.
- (c) Appropriate evidence of authorization, satisfactory to the Title Company, in its reasonable discretion, for (A) Seller's conveyance of the Property in accordance with this Contract, (B) Seller's execution and delivery of this Contract, and (C) Seller's consummation of the transactions contemplated by this Contract.
- (d) An original standard-form seller's affidavit in form reasonably acceptable to Title Company for the purposes of the delivery of the Deed and the deletion from the Title Policy of standard pre-printed exceptions customarily deleted on the basis of a standard-form seller's affidavit.
- (e) Any other items reasonably requested by Buyer or Title Company as administrative requirements to consummate Payoff.

7.4 Buyer's Payoff Deliveries. At the Payoff, Buyer shall deliver the following to Seller or Title Company:

(a) The balance of the Purchase Price due in accordance with Paragraph 2.2.2 of this Contract, by a wire transfer of immediately available funds.

(b) A payoff statement signed by Buyer.

(c) A list, compiled using Buyer's good-faith efforts, of all reports, findings, and recommendations prepared for or addressed to Buyer covering any or all of the following with respect to the Property: the presence or absence of Hazardous Materials; property condition; ADA compliance; the presence or absence of asbestos containing materials; and engineering.

(d) Appropriate evidence of authorization, satisfactory to the Title Company, in its reasonable discretion, for Buyer's payoff of this Contract.

(e) Any other items reasonably requested by Seller or Title Company to consummate the Payoff.

As of the Payoff Date Buyer shall, with respect to the Post Office Facility, secure its own insurance, have all utilities transferred to its name, and assume all other responsibilities of ownership, including, without limitation, responsibility for utility payments, taxes and assessments, and for personal injury, property damage, or any loss or damage of any type that relates to the Property.

7.5 Possession of Post Office Facility. Seller shall deliver possession of the Post Office Facility to Buyer, free of all rights of tenants or any other occupants, and Buyer shall accept possession of the Post Office Facility, on the Payoff Date effective immediately upon the consummation of the Payoff. On or before the Payoff Date Seller shall terminate any and all service agreements, maintenance agreements, and other contracts that might affect title to or Buyer's interest in the Property after the Payoff Date.

7.6 Broker. Buyer hereby represents and warrants to Seller that it has engaged no broker or intermediary in connection with the proposed transaction who would be entitled to any commission, finder's fee, or similar compensation and agrees to indemnify and defend Seller for any other loss, liability, and reasonable expenses, incurred by virtue of any action on its part giving rise to a breach of such warranty or a claim of such other fees. Seller will pay CB Richard Ellis a fee as provided for in Seller's listing agreement with CB Richard Ellis. Seller hereby represents and warrants to Buyer that other than CB Richard Ellis it has engaged no broker or intermediary in connection with the proposed transaction who would be entitled to any commission, finder's fee, or similar compensation and agrees to hold Buyer harmless for any other loss, liability, and reasonable expenses, incurred by virtue of any action on its part giving rise to a breach of such warranty or a claim of such other fees.

7.7 Payoff Costs. Payoff costs will be allocated as follows:

(a) Attorneys' Fees: each party will be responsible for its own attorneys' fees.

(b) Title Insurance Commitment: 100% to Seller.

- (c) Deed Tax: This transaction is exempt from Minnesota deed tax.
- (d) Title Company closing fee: 50% to Buyer and 50% to Seller.
- (e) Recording Fees: 100% to Buyer.
- (f) Title insurance premium: 100% to Buyer.
- (g) All survey (updated only) and investigation costs: 100% to Buyer.
- (h) All operating expenses, costs and charges with respect to the Property, including real estate taxes and assessments, if any ("**Operating Expenses**") shall be apportioned and adjusted between Buyer and Seller as of the Concourse Structure Possession Date with respect to the Concourse Structure and as of the Payoff Date with respect to the remainder of the Property. Seller shall be responsible for all Operating Expenses which have accrued or become due prior to the Concourse Structure Possession Date with respect to the Concourse Structure and the Payoff Date with respect to the remainder of the Property, and Purchaser shall be responsible for all Operating Expenses which have accrued subsequent to the Concourse Structure Possession Date with respect to the Concourse Structure and the Payoff Date with respect to the remainder of the Property. Seller and Purchaser agree to cooperate after the Payoff Date to undertake all accountings and to make available all books, records, information and financial statements to ensure proper allocation and payment of Operating Expenses.

Buyer agrees that Seller is not responsible for any other costs related to this transaction that were ordered or incurred by Buyer on Buyer's behalf, including, without limitation, environmental assessments, investigations, surveys or reports of any kind, which costs shall not be credited towards the Purchase Price.

7.8 Personal Property, Fixtures, and Equipment.

7.8.1 Seller shall remove any and all tangible personal property from the Concourse Structure before the Concourse Structure Possession Date and from the Post Office Facility before the Payoff.

7.8.2 Seller shall also remove any and all fixtures and equipment from the Concourse Structure before the Concourse Structure Possession Date and from the Post Office Facility before the Payoff (including artwork such as murals and sculptures), provided that Seller may not remove structural components, walls, windows, doors, security systems, or basic building systems such as heating, ventilating, air conditioning and plumbing systems and that Seller shall deliver possession of the Property in a safe and secure condition.

7.9 Other Covenants.

7.9.1 Section 106 of the National Historic Preservation Act requires federal agencies to take into account the effects of their undertakings on historic properties and

afford the Advisory Council on Historic Preservation a reasonable opportunity to comment on such undertakings. Buyer understands that this sale is subject to the procedures in 36 CFR PART 800 -- PROTECTION OF HISTORIC PROPERTIES and that this Part defines how federal agencies meet these statutory responsibilities and that covenants and/or other conditions for preserving the Property's historic features (the "**Historic Preservation Covenants**") will be recorded against title to the Property in connection with the conveyance to Buyer. Seller shall promptly deliver to Buyer copies of all material documents and correspondence between Seller and the Minnesota State Historic Preservation Officer ("**SHPO**") related to the Historic Preservation.

7.9.2 If the Property, in whole or in part, contains wetlands or is located in a 100-year floodplain, the Deed must reference same and state that the Property may be restricted in use pursuant to federal, state, or local wetland and/or floodplain regulations.

ARTICLE 8 GENERAL PROVISIONS

8.1 Amendments. This Contract may only be amended by a written document that expressly refers to this Contract and that is signed by both parties.

8.2 Entire Agreement. This Contract: (i) integrates all terms and conditions mentioned herein and in all amendments, (ii) supersedes all oral negotiations and prior writings with respect to the subject matter of this Contract, except for the Agreement, and (iii) is intended by the parties to be the complete and exclusive statement of the terms agreed to by the parties.

8.3 Intentionally Deleted.

8.4 Notices. Any notices required by this Contract shall be effective if made in writing and either delivered directly; sent by certified or registered mail, return receipt requested; or sent by USPS Express Mail to the following:

Buyer: Ramsey County Regional Railroad Authority
Attention: Katherine Fischer
Government Center West, Suite 6560
50 West Kellogg Boulevard
St. Paul, MN 55102
Telephone: 651-266-2762
Fax: 651-266-2761
Email: katherine.fischer@co.ramsey.mn.us

With a copy to:

Port Authority of the City of St. Paul
Attention: William M. Morin
1900 Landmark Towers
345 St. Peter Street
St. Paul, MN 55102-1661
Telephone: 651-224-5686

Fax: 651-223-5198
Email: wmm@sppa.com

Seller: United States Postal Service
Attention: Randyl W. Alder
Facilities, Asset Management
160 Inverness Dr W Ste 400
Englewood CO 80112-5005
Telephone: (303) 220-6547
Fax:
Email: randyl.w.alder@usps.gov

With copies to:

United States Postal Service
Facilities & Environmental Unit
475 L'Enfant Plaza, S.W., Room 6407
Washington, DC 20260-1135
Attention: B. Jeff Meadows III
Telephone: (202) 268-3009
Fax: (202) 268-5329
Email: b.jeff.meadows@usps.gov

Michael R. Marinovich
CB Richard Ellis, Inc.
Suite 400
81 South 9th Street
Minneapolis, MN 55402
612-336-4313
mmarinovich@cbre.com

Steven C. Cox
Fabyanske, Westra, Hart & Thomson, PA
Suite 1900
800 LaSalle Avenue
Minneapolis, MN 55402
612-359-7617
scox@fwhtlaw.com

All notices shall be deemed received on the date of the return receipt or acknowledgment of delivery.

8.5 Assignment. Paragraph 7.4 of the Agreement governs any assignment or other transfer by Buyer of any interest in this Contract.

8.6 Survival of Contract. The terms, conditions, indemnifications, representations, and warranties contained in this Contract shall survive the Payoff, and shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.

8.7 Recording of Contract; Deed Tax. Buyer shall, at Buyer's expense, record this Contract in the office of the County Recorder or Registrar of Titles, Ramsey County, Minnesota within 4 months after the Contract for Deed Effective Date. Buyer shall pay any penalty imposed under Minnesota Statutes, Section 507.235 for failure to timely record this Contract. If for any reason this Contract is not exempt from Minnesota deed tax, Seller shall, at the Payoff, pay the deed tax due upon the recording of the Deed.

8.8 Governing Law. This Contract shall be governed and interpreted in accordance with federal law, except when there is no applicable federal law, Minnesota law shall govern, and including applicable Minnesota law governing the procedure for and effect of any cancellation of this Contract and Buyer's interest in the Property pursuant to this Contract.

8.9 Construction. Seller and Buyer acknowledge that each party has reviewed this Contract and that the normal rule of construction that provides for ambiguities to be resolved against the drafting party shall not apply to the interpretation of this Contract. It shall be construed neither for nor against Seller or Buyer, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

8.10 Damages. This provision does not limit any express obligations or indemnities of the parties contained elsewhere in this Contract.

8.10.1 The time of performance by Buyer of the terms of this Contract is an essential part of this Contract. If Buyer fails to timely perform any term of this Contract, Seller may, at Seller's sole option, elect to declare this Contract cancelled and terminated by written notice to Buyer. If Buyer fails to cure such default within 120 days of such written notice, Seller may, at Seller's sole option, elect to declare this Contract cancelled and terminated by written notice to Buyer in accordance with applicable law. If Seller elects to terminate this Contract, all right, title and interest acquired under this Contract by Buyer shall then cease and terminate, and all Installment Payments and any other payments Buyer has made pursuant to this Contract shall belong to Seller as liquidated damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid under this Contract nor any waiver by Seller of Seller's rights to cancel or declare this Contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this Contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. Failure by Seller to exercise one or more remedies available under this Paragraph 8.10.1 shall not constitute a waiver of the right to exercise such remedy or remedies thereafter.

8.10.2 If Seller defaults under this Contract, Buyer shall be entitled to terminate this Contract and receive a refund of all Installment Payments Buyer has made, plus a reimbursement of Buyer's reasonable out-of-pocket expenses incurred with respect to this transaction including all improvements Buyer installs in the Concourse Structure, but not the Track Improvements, provided that Seller's obligation to so reimburse Buyer shall be

capped at \$750,000, and plus an amount equal to the Interest Credit Buyer would have received at the Payoff if the Payoff had occurred on the termination date, provided that Buyer shall not be entitled to terminate this Contract unless, at the time of termination, Buyer is not in material default under this Contract and Buyer is prepared to and able to perform its obligations to pay the Purchase Price in full on or before the Payoff Date in accordance with this Contract. Upon any termination of this Contract, the parties shall have no further obligations or liabilities to each other under or in connection with this Contract. Notwithstanding anything in this Contract to the contrary, Buyer hereby waives any right whatsoever to enforce specific performance.

8.11 Disputes. Subject to the last sentence of this Paragraph 8.11, Seller and Buyer agree to mediate all disputed issues, and to make a good faith effort to resolve same, prior to filing a legal or administrative action. The parties shall mutually agree on the mediator, and shall share equally all costs of the mediation. Any resolution signed by both parties resulting from the mediation shall be final and binding on the parties. Notwithstanding the preceding sentences of this Paragraph 8.11 or anything else in this Contract to the contrary, Seller and Buyer shall each have the right to terminate this Contract in accordance with applicable law (including Seller's right to cancel this Contract under Minnesota Statutes Section 559.21) and without mediation pursuant to any right of termination in this Contract.

8.12 No Third Party Beneficiaries. No person other than Seller and Buyer shall be entitled to rely upon or enforce this Contract, and Seller and Buyer agree that there are no intended third party beneficiaries of this Contract.

8.13 Binding Effect. The terms of this Contract shall run with the land and bind the parties to this Contract and their successors in interest.

8.14 Protection of Interests. If Buyer fails to pay any sum of money this Contract obligates Buyer to pay, or fails to perform any of Buyer's obligations under this Contract, Seller may, at Seller's option, pay the amount or perform the obligation, or both, and the amounts that Seller pays and the cost of such performance shall be payable at once, as an additional amount Buyer owes to Seller under this Contract.

ARTICLE 9 ADDITIONAL CONTINGENCIES AND AGREEMENTS

9.1 Construction on Eagan Site. If within 18 months after the Contract for Deed Effective Date Seller has not informed Buyer in writing that it has (i) commenced construction on the Eagan Site; (ii) will be able to commence construction on the Eagan Site later and still complete it by 2010; or (iii) will not be constructing the Eagan facility because it has made alternate plans for accommodating the operations to be moved out of the Property, Buyer may terminate the Agreement and this Contract. If Buyer terminates the Agreement and/or this Contract pursuant to this Paragraph 9.1, Seller shall refund to Buyer all Installment Payments Buyer has made, plus a reimbursement of Buyer's reasonable out-of-pocket expenses incurred with this transaction including any improvements Buyer installs in the Concourse Structure, but not the Track Improvements, provided that Seller's obligation to so reimburse Buyer shall be capped at \$750,000, and plus an amount equal to the Interest Credit Buyer would have received

at the Payoff if the Payoff had occurred on the termination date, and upon such reimbursement and payment neither party shall have any further rights or obligations under or in connection with this Contract except for Buyer's and Seller's hold harmless and/or indemnity rights and obligations under this Contract and the Agreement.

9.2 Public Infrastructure Funds. If Seller has not obtained or secured funding for the Public Infrastructure Costs for the New Site within 18 months after Contract for Deed Effective Date, this Contract will automatically terminate and Seller shall refund to Buyer all Installment Payments Buyer has made, plus a reimbursement of Buyer's reasonable out-of-pocket expenses incurred with this transaction including any improvements Buyer installs in the Concourse Structure, but not the Track Improvements, provided that Seller's obligation to so reimburse Buyer shall be capped at \$750,000, and plus an amount equal to the Interest Credit Buyer would have received at the Payoff if the Payoff had occurred on the termination date, and upon such reimbursement and payment neither party shall have any further rights or obligations under or in connection with this Contract except for Buyer's and Seller's hold harmless and/or indemnity rights and obligations this Contract and the Agreement.

9.3 Skyway Connections. There are two skyway bridges that connect the Tower Parcel to the improvements on the Concourse Parcel. The parties acknowledge and agree that after the Payoff Date Buyer will demolish or remove the skyway bridges at the same time it demolishes the warehouse building on the Concourse Parcel, provided that Buyer shall give Seller reasonable advance notice of its plans and schedule for such demolition or removal and shall coordinate the demolition and/or removal with Seller so that Seller can ensure that the damage to its building will be reasonably minimized and can timely and properly enclose and restore its building following such demolition and/or removal. The parties agree to split the reasonable costs of demolishing and/or removing the skyway bridges on an equal basis, net of any salvage value Buyer receives for the skyway bridges. Notwithstanding anything to the contrary in this Agreement, each party shall be solely responsible for restoring its own building once the skyway bridges are removed.

9.4 Track Access. At any time before the earlier of the Payoff or the termination of this Contract, Buyer may install and use railroad tracks (together with any related equipment or improvements, the "**Track Improvements**") within the south 25 feet of the Property (the "**Track Area**") provided that: (i) Buyer must obtain Seller's prior written approval of Buyer's plans and specifications for the installation and use of the Track Improvements, which approval Seller shall not unreasonably withhold, condition, or delay, provided that it shall be deemed reasonable for Seller to withhold its approval if, in Seller's reasonable determination, the installation or use of the Track Improvements will interfere with postal operations on the Post Office Facility; (ii) Buyer shall be responsible for removing and replacing any bollards within the Track Area, provided that Buyer must maintain adequate drive aisles and access for Seller's trucks, and provided that Buyer's right to use the Track Area shall be subject to any existing buildings that encroach within the Track Area; (iii) Buyer must obtain and comply with all required governmental approvals for the installation and use of the Track Improvements and must install and use the Track Improvements in a safe manner and in accordance with applicable law; (iv) Buyer shall defend, indemnify, and hold Seller harmless against all claims, demands, losses, or damage Seller suffers or incurs in connection with the installation, use, maintenance, repair, replacement, and/or removal of the Track Improvements or any related improvements or

equipment; (v) Buyer shall maintain property insurance covering the Track Improvements and liability insurance with respect to the use and operation of the Tracks in reasonable amounts, with Seller named as an additional insured on all such policies; (vi) Buyer hereby waives any and all claims or demands against Seller with respect to the installation, use, maintenance, repair, replacement, and/or removal of the Track Improvements to the extent such claims or demands would be coverable under a policy of casualty insurance or public liability insurance, including but not limited to where Seller is or is claimed to be negligent; and (vii) Buyer's rights under this Paragraph 9.4 will automatically terminate upon any termination of this Contract, and upon any such termination Buyer shall, as soon as is reasonably practicable, remove all Track Improvements and restore the affected area to a safe, clean, and sound condition at its sole expense.

9.5 Parking. Buyer agrees to provide to Seller for parking by Seller's employees at all or a portion of the Retained Facility 30 parking stalls located on the Concourse Parcel near the Tower Parcel (but not within the "Triangle Parcel" identified on **Exhibit A**) and an additional 85 parking stalls within a four block radius of the Retained Facility. Buyer shall make commercially reasonable efforts to locate the 30 stalls on the Concourse Parcel within the western half of the Concourse Parcel. All parking stalls provided shall be at rates not to exceed then current market rates and subject to adjustments by the owner/operator of parking facility. Buyer reserves the right to relocate the parking stalls from time to time. If the parking facility is owned or managed by a third party, Seller agrees to pay for their parking stalls directly to the third party owner/operator, if requested by Buyer. The location of the 30 parking stalls must be located in an area where Seller can secure such stalls from access by the public at Seller's expense, and the parties shall agree on a location reasonably acceptable to both parties prior to Payoff. Seller shall have the right to terminate the parking rights on 12 months' written notice to Buyer. If Seller no longer owns or operates any part of the Retained Facility, Seller's parking rights under this Paragraph 9.5 shall automatically terminate.

Signature Page Follows

SELLER:

United States Postal Service

By: _____
Title: Contracting Officer

Date: _____, 200__

STATE OF VIRGINIA)
) ss.
COUNTY OF ARLINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, the _____ of the United States Postal Service.

Notary Public

EXHIBIT A

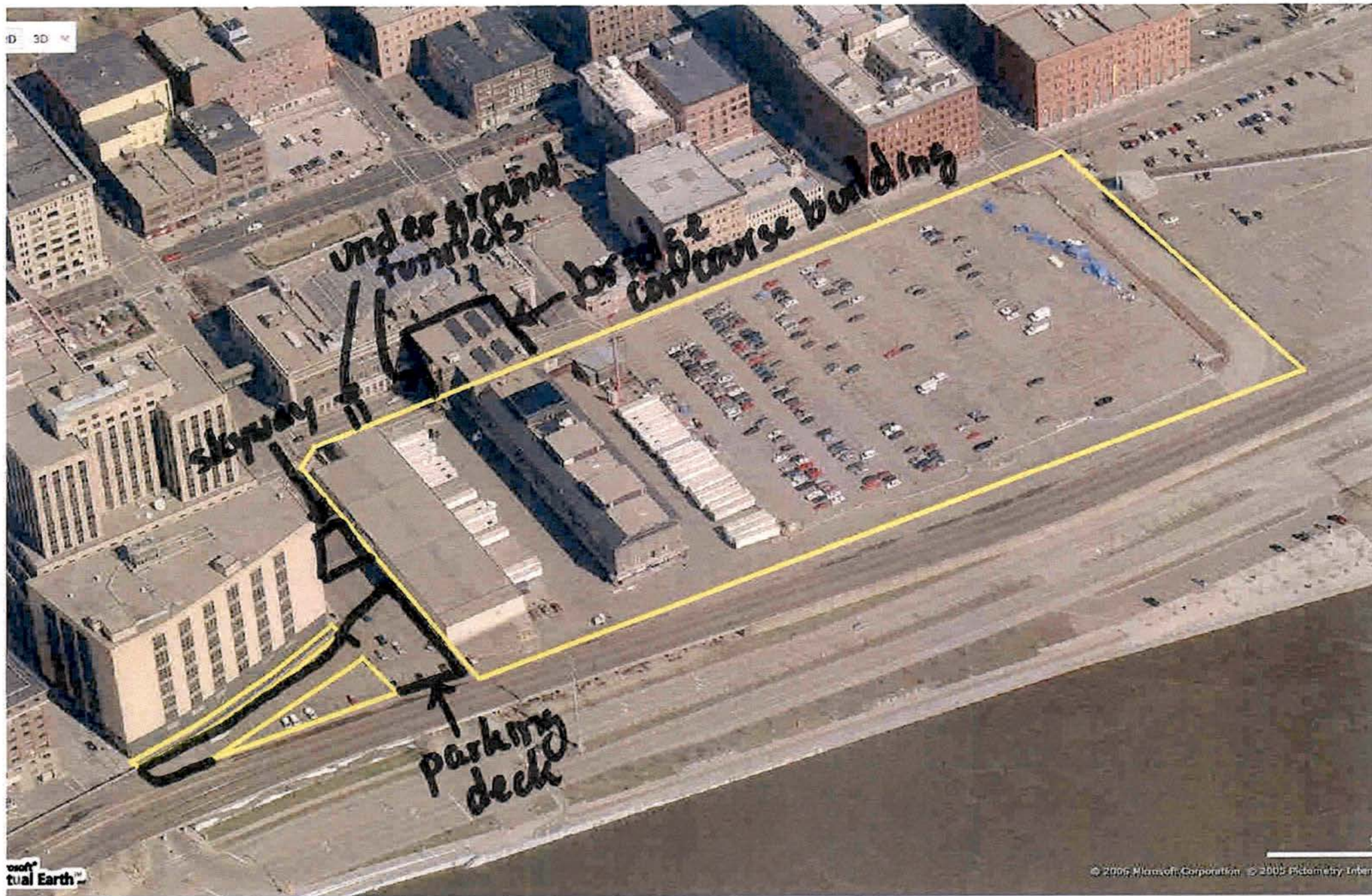
Legal Description of the Property

The Property is comprised of the following 4 parcels:

[insert legal description from Land Title, Inc. commitment]

EXHIBIT B

Wells



52

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Authorized Signature

Date

10-18-07

Board Action Requested

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

ACTION IS REQUESTED

Request Justification

See attached documents:

- 1) Proposed Resolution; and
- 2) Draft Second Amendment to JPA.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

October 23, 2007

Board Date

Angelique Saylor

Signature

10-17-07

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: October 23, 2007 No.: R07-

WHEREAS, Ramsey County Regional Railroad Authority approved a joint powers agreement with the City of St. Paul and the St. Paul Port Authority on July 26, 2005 for negotiation with the United States Post Office about its facility in St. Paul, Minnesota; and

WHEREAS, The payment of expenses to the St. Paul Port Authority for the \$415,000 agreement is split equally between St. Paul and Ramsey County Regional Railroad Authority; and

WHEREAS, The joint powers agreement terminates on December 31, 2007; Now, Therefore, Be It

RESOLVED, that the joint powers agreement is hereby extended for no additional cost to December 31, 2008.

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

**SECOND AMENDMENT TO JOINT POWERS AGREEMENT
BY AND AMONG
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY,
CITY OF SAINT PAUL, AND ST. PAUL PORT AUTHORITY**

This Second Amendment to Joint Powers Agreement is entered into by and among the St. Paul Port Authority ("Contractor"), Ramsey County Regional Railroad Authority ("RCRRA"), a political subdivision of the State of Minnesota, and City of St. Paul, a home rule charter city ("City").

RECITALS

WHEREAS, the parties hereto entered into a certain Joint Powers Agreement executed as of September 13, 2005 ("JPA"), being the last written date of the signers; and

WHEREAS, in June 2006, the parties amended the JPA (the First Amendment) to extend the term of the JPA to December 31, 2007; and

WHEREAS, the parties desire to extend the term of the JPA to December 31, 2008, to allow for sufficient time to follow the Federal disposition process.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, the parties hereto agree as follows:

1. The JPA is hereby amended by extending the term thereof through and including December 31, 2008.
2. That except as modified herein, the terms and conditions of the JPA shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to JPA is duly executed on the last date written below.

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

ST. PAUL PORT AUTHORITY

By: _____
Print Name: Rafael E. Ortega
Its: Chair
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: David Twa
Its: Director
Date: _____

CITY OF ST. PAUL

By: _____
Its: Mayor

By: _____
Its: Director of Financial Services

By: _____
Its: Director of Department of Planning and
Economic Development

Date: _____

Approved as to form:

Assistant County Attorney

Funds are available
Account Number: PO#476

Budgeting and Accounting

Approved as to form:

City Attorney

Funds are available
Account Number: _____

Budgeting and Accounting

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Authorized Signature

Date

10-18-07

Board Action Requested

Approve first contract amendment with SRF for Rush Line Commuter Bus Study and authorize the Chair to execute the contract amendment.

ACTION IS REQUESTED

Request Justification

See attached documents:

- 1) Proposed Resolution;
- 2) Memorandum from Alicia Vap, dated October 15, 2007; and
- 3) Draft First Contract Amendment.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

October 23, 2007

Board Date

Angelique Saylor

Signature

10-17-07

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: October 23, 2007 No.: R07-

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

WHEREAS, Ramsey County Regional Railroad Authority entered into a contract with SRF Consulting Group, Inc., to conduct a commuter bus study for the Rush Line Corridor; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority hereby approves the contract amendment with SRF Consulting Group, Inc., in an amount not to exceed \$10,000 for a period from November 1, 2007 to February 29, 2008; and Be It Further

RESOLVED, That the Authority authorizes its Director to execute the attached contract amendment.

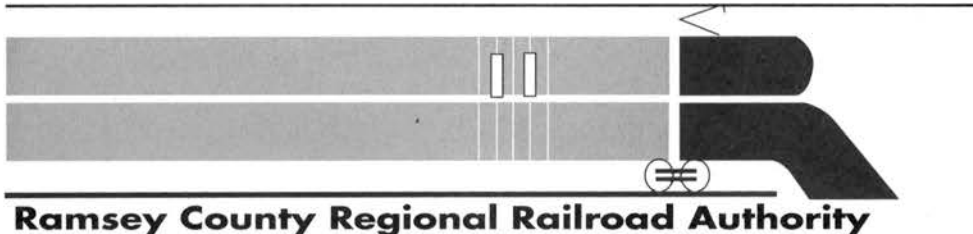
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	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

1



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: Alicia Vap

Subject: Rush Line Corridor Commuter Bus Study

Date: October 15, 2007

In January, Ramsey County Regional Railroad Authority (RCRRA) authorized staff to conduct a \$50,000 study for commuter bus service along the Rush Line Corridor from Hinckley to St. Paul. Each of the five Rush Line Counties contributed \$10,000 to the study. RCRRA hired SRF Consulting Group, Inc. earlier this year to conduct the study.

SRF's contract expires October 31, 2007, and staff would like to extend the contract through the end of February at a cost not to exceed \$10,000. The contract extension would be to evaluate service options as necessary, to prepare for implementation, and other tasks as needed. Anoka, Chisago and Washington Counties will contribute \$2,500 each for the contract extension (proposed commuter service does not enter Pine County, and Pine County is not contributing).

RECOMMENDATION

Consider the resolution authorizing the Ramsey County Regional Railroad Authority Chair to execute the contract amendment with SRF Consulting Group, Inc. through February 29, 2008 at a cost not to exceed \$10,000.

Attachment:

- Resolution

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
DATED MARCH 29, 2007
BETWEEN
THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
AND
SRF CONSULTING GROUP, INC.**

The Ramsey County Regional Railroad Authority and SRF Consulting Group, Inc. hereby agree that the Agreement (the "Agreement") entered into by and between the parties on or about March 29, 2007 is hereby amended as follows:

Section 1 (Scope of Services). Contractor shall evaluate commuter bus service options as necessary, prepare for implementation, and other services as needed.

Section 3 (Time). Contractor shall complete all services by and this contract shall terminate on February 29, 2008.

Section 4 (Cost/Payment). The total costs shall not exceed \$60,000.

This amendment is effective upon execution of the amendment by, and delivery of a copy of the executed amendment to, both parties.

Except as amended by this amendment, the terms and condition of the Agreement remain in full force and effect.

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

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

SRF CONSULTING GROUP, INC.

David Twa, Director

Date: _____

By: _____

Print Name: _____

Tax ID/SSN: _____

Date: _____

Approval recommended:

INSURANCE APPROVED:

Risk Management

APPROVED AS TO FORM:

David F. MacMillan
Assistant County Attorney

FUNDS ARE AVAILABLE: _____

Account No. _____

Budgeting & Accounting

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

5

REGIONAL RAILROAD AUTHORITY


Authorized Signature

Date

10-18-07

Board Action Requested

Consider comments on the Federal Transit Administration Notice of Proposed Rulemaking on the New Starts process.

ACTION IS REQUESTED

Request Justification

See attached documents:

- 1) Proposed Resolution; and
- 2) Proposed letter to Federal Transit Administration (FTA).

Budgeting and Accounting

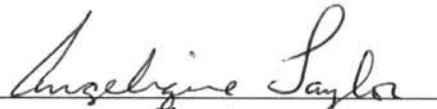
County Attorney

Risk Management

Documentation certified complete for:

October 23, 2007

Board Date



Signature

10-17-07

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: October 23, 2007 No.: R07-

WHEREAS, The Federal Transit Administration (FTA) has issued a Notice of Proposed Rulemaking (NPRM) for changes in the New Starts program for funding transit projects; and

WHEREAS, The implementation of this program is vitally important for the provision of effective and efficient transit corridors in Ramsey County; Now, Therefore Be It

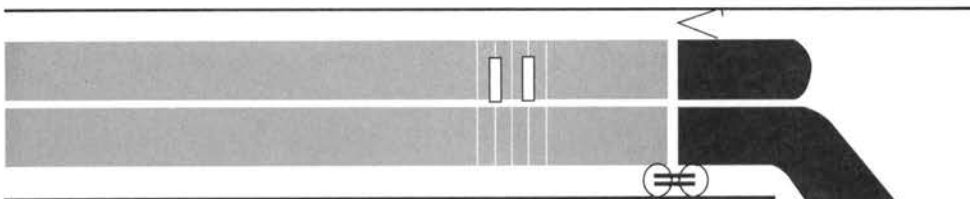
RESOLVED, That the Chair of the Ramsey County Regional Railroad Authority be authorized to submit the attached comments to the NPRM to the Federal Transit Administration.

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

October 23, 2007

Docket Management System, U.S. Department of Transportation
Docket Operations, M-30, West Building Ground Floor
Room W12-140
1200 New Jersey Avenue SE
Washington, DC 20590

RE: Docket Number FTA-2006-25737

The following comments are submitted on behalf of the Ramsey County Regional Railroad Authority (RCRRA) in response to the Federal Transit Administration's (FTA) Notice of Proposed Rulemaking (NPRM) concerning Major Capital Investment Projects, 72 Fed. Reg. 43328 (Aug. 3, 2007).

I. Background

The RCRRA is one of seven regional railroad authorities in the Twin Cities metropolitan area. In Minnesota, regional railroad authorities conduct the early planning phases for transit corridors and provide one third of the non-federal funding for rail transit improvements and one half of the on-going operating subsidy.

RCRRA, in cooperation with the Hennepin County Regional Railroad Authority, developed the Alternatives Analysis and Draft Environmental Impact Statement for the Central Corridor, and is working on the redevelopment of the Union Depot as a multi-modal transit hub. RCRRA is also involved in conducting planning studies on a variety of corridors serving the east metro area. The RCRRA has supported the implementation of the Hiawatha light rail and Northstar commuter rail lines that serve other parts of the area. The success of the Hiawatha light rail line is just one indicator of the interest the public has in increased transit options as the region continues to grow.

II. General Thoughts on the NPRM

The RCRRA appreciates the opportunity to comment on the NPRM. We believe that our comments will help FTA continue the success of the New Starts program consistent with congressional direction provided in SAFETEA-LU.

Although we are commenting on some of the provisions contained in the NPRM, we do not believe that the proposed rule should be implemented at this time. The New Starts process is already excessively complicated, time-consuming, and costly, and we believe that the changes proposed in the NPRM would exacerbate those problems. In addition, the lengthy nature of the Federal rulemaking process means that Final Rule would likely outlast SAFETEA-LU itself. This would lead to additional confusion and expense. Weights and other detailed project evaluation criteria should continue to be addressed in guidance until Congress enacts a new Transportation authorization bill replacing SAFETEA-LU.

III. Responses to the NPRM's Discussion Items

In addition to soliciting comment on the proposed regulatory text, the FTA requested input on seven discussion items concerning the New Starts process. 72 Fed. Reg. at 43350. These items, and the RCRRA's response to each, are set forth below:

1. The FTA proposes revising the definition of "fixed guideway" to permit HOT lanes to fall within the definition of a fixed guideway project.

RCRRA's Response:

It is the RCRRA's position that already limited New Starts funding should not be used to construct toll lanes. The funds should be dedicated to other exclusively transit projects.

At the Charlotte listening session, FTA staff stated that the intent was to only use New Starts funding for the transit components of a toll project. If the FTA adopts the revised definition of "fixed guideway" to include HOT lanes, that limitation or intent should be clarified in the Final Rule or in guidance.

2. FTA is proposing that the costs of "all essential project elements" must be included in the capital cost. FTA seeks input on which "essential cost elements" should be included.

RCRRA's Response:

There should be flexibility in considering essential project elements. There may be cases where a local jurisdiction or private entity feels that an enhancement adds value to a project and can be funded outside the project budget. These locally funded improvements that are not funded with New Starts funding should not be included in the capital cost for cost-effectiveness index (CEI) or other purposes.

3. FTA is considering whether a simplified evaluation framework should be allowed for Small Start projects. This framework would provide for a "pass/fail" for land use and economic development and cost effectiveness, which would then be combined with the reliability factor to be evaluated and rated under the five point scale.

RCRRA's Response:

A simplified framework should be developed for Small Starts projects. All projects receiving New Starts funding should meet either the regular New Starts guidelines or newly developed Small Starts guidelines. Continuing the New Starts requirement for a medium CEI rating is not consistent with a simplified rating system. The Very Small Starts program is not authorized in SAFETEA-LU.

4. FTA has proposed several features that are designed to assure that New Starts projects reduce congestion. The FTA intends to account in "other factors" the degree to which the project is supported by an effective congestion relief strategy including variable pricing.

RCRRA's Response:

There does not appear to be any statutory authority for increasing ratings for projects that involve tolling or other congestion pricing strategy. FTA's reliance on the CEI as a measure of the efficiency of travel time savings continues to be a flawed approach since most regional models are unable to measure changes in highway travel times. The proposed rule also does not recognize that some projects may have a positive impact on congestion within the transit system.

5. FTA is seeking feedback on how to provide incentives to increase the role of public-private partnerships. FTA is specifically proposing to address the role of public-private partnerships as part of an assessment of the role that innovative contracting arrangements can play in reducing and/or improving the operating costs both as a measure of reliability and in its assessment of the operating plan. FTA is also looking at ways that public-private partnerships can enhance the capital plan. One possible approach would be to allow "betterments" funded by the private sector to be excluded from the cost effectiveness calculation.

RCRRA's Response:

Increasing the role of public-private partnerships is complicated by the lengthy and complicated project development process. The carefully proscribed process makes it difficult to develop innovative approaches. As noted in the response to Issue 2 above, in-kind or other contributions to a project by the private sector should not be counted against a project's CEI.

6. FTA has chosen to publish the weights used to calculate Project Justification and Local Financial Commitment in the final rule, as opposed to the past when these weights were published in the Annual Report on Funding Recommendations. FTA seeks comment on whether to publish the weights in the final rule, or to preserve a degree of flexibility and maintain these measures in a separate document.

RCRRA's Response:

Weights should continue to be in a separate document so that they can be more quickly adjusted to meet Congressional intent, varying rates of inflation, and other changes.

7. FTA is seeking comment on how it might develop a methodology to better quantify user benefits attributable to the project. First, how to quantify benefits that accrue from the interaction of the proposed project and road pricing included in an effective congestion management strategy. Second, how to quantify the benefits attributable to the economic development/land use changes that occur as a result of a proposed project. FTA seeks how to quantify the difference in economic development/land use attributable to the project, as well as how to measure the benefits that result.

RCRRA's Response:

We do not believe there is statutory authority for tying New Starts funding to congestion pricing. The current modeling systems do not allow for calculation of highway travel-time savings, much less do they permit the analysis of the interaction with congestion pricing. One method of calculation of economic development benefits might be to recalculate transit travel-time savings used to calculate the CEI based on increased economic development if the project is built. Currently the calculation assumes that there is no difference in the background economic development whether the project is constructed or not. Even those who argue that most new economic development along a transit corridor comes from within the region usually acknowledge that more development will gather along a new rail corridor. Evaluation measures should reflect that shift.

IV. Additional Comments on Specific Sections of the NPRM

A. Subpart A—General Provisions

In section 611.5, the FTA defines the "Section 5309 Capital Investment program" as having three categories: New Starts, Small Starts, and a new category, Very Small Starts. There does not appear to be statutory authority for the Very Small Starts category or for the assumption of cost-effectiveness. Guidelines within the Small Starts program should be consistent.

Also in section 611.5, FTA proposes revised definitions for several terms. The "fixed guideway" definition does not depend on statutory direction. It includes toll lanes without any analysis or justification. This definition should not be included until more analysis is done.

FTA's definition of "Transit System Management (TSM) alternatives" is based on an assumption that a TSM alternative must be more cost-effective than a transit project. This assumption may not be correct, particularly when there are capacity issues limiting the bus service that can be supplied. TSM and baseline service levels should be locally determined under general FTA guidelines.

FTA also proposes a new definition of "user benefits." Regardless of the broad definition of user benefits, FTA proposes no way to measure benefits other than the travel time savings for transit riders currently calculated by regional travel demand models. At a minimum, the CEI (which is based on user benefits) should be renamed to reflect the fact that it is a very narrow measure of benefits. Calling the measure a cost-effectiveness index implies a much broader and more precise analysis of a range of benefits than really exists. In addition, the development and use of the regional travel demand models is extremely specialized. The nuances are not well understood by the public or policy makers. Decisions on these types of major projects should be based on relatively transparent analyses to build public trust in the outcomes.

Finally, FTA proposes a definition of "baseline alternative," a term that is also used in National Environmental Policy Act (NEPA) analysis. FTA should make its definitions such as "baseline alternative" consistent with the NEPA definitions. The current structure, in which FTA employs NEPA terms but uses different definitions for them, is confusing to practitioners and the public.

B. Subpart B—New Starts

In §611.11(b), relating to project justification criteria, the FTA proposes evaluation criteria and weights for those criteria. The justification measures continue to require a medium CEI rating regardless of any other factors. This is an administrative decision that is relatively recent and not supported by statute. In addition, the transportation system user benefit (TSUB) should not be used until it can be broadened to include more than just transit user benefits. The NPRM includes a statement that projects that are part of a congestion pricing program may receive favorable treatment. There does not appear to be statutory authority for this approach.

SAFETEA-LU states that evaluation of the project justification criteria shall determine that the project is "justified based on a comprehensive review of its mobility improvements, environmental benefits, cost effectiveness, operating efficiencies, economic development effects, and public transportation supportive land use policies and future patterns." The NPRM does not include or address all six of the measures listed in

SAFETEA-LU. SAFETEA-LU does not specify weights or differences in emphasis on one measure over another.

RCRRA also takes issue with how the FTA considers betterments in its consideration of cost effectiveness. Betterments that are above and beyond the minimum requirements for a project and that are funded by non-New Starts funds should not be counted as part of the annualized cost of a project. Some regions may prefer a higher quality system than others. They should not be penalized by FTA for that decision. In addition, project elements that should efficiently be built as part of a specific project but that also enhance the capacity of the total system should not count against the specific project.

In § 611.17, FTA lays out the project development process. In §611.17(c)(2)(v), FTA requires endorsed letters from funding sources before a project can be advanced into preliminary engineering (PE). Endorsing letters from potential funding agencies is premature as an entrance to PE. The metropolitan planning organization process is already in place to include these projects in local transportation improvement plans at this early stage of project development, even if funds are not guaranteed at that point. Requiring local agencies to obtain a variety of letters, all of which would be non-binding, simply adds time and expense to the entry into PE.

§611.17(d) places increasingly detailed requirements for advancement into Final Design. These increased requirements mean that fewer opportunities exist for innovative contracting methods. The proposed regulations would require exemptions or other special treatment if innovative methods were to be used before the last phases of project development.

In §611.17(e), the CEI is defined broadly by FTA but, as implemented, is a narrow measure of perceived benefits to transit riders. Calling the measure a "cost-effectiveness index" suggests a broader utility than practitioners have been able to deliver. In addition, it is not a measure that can be readily understood by the general public. The premium it puts on travel time can dictate that stations serving transit-dependent populations are at risk because added time for the station stop reduces user benefits.

C. Subpart D—Very Small Starts

RCRRA suggests that the Rule not include Subpart D. Very Small Starts are not authorized under the statute. Aspects of the proposed Very Small Starts evaluation process should be incorporated into the Small Starts program.

A simplified framework should be developed for Small Starts projects. All projects receiving New Starts funding should meet either the regular New Starts guidelines or newly developed Small Starts guidelines. Continuing the New Starts requirement for a medium CEI rating is not consistent with a simplified rating system.

V. Conclusion

Again, we appreciate the opportunity to participate in this rulemaking process. Citizens in the Twin Cities are increasingly recognizing the need for effective transit options and we look forward to working with local partners, the State of Minnesota, and the federal government to provide them.

If any clarification is required, please contact Steve Morris at 651.266.2784 or steve.morris@co.ramsey.mn.us.

Sincerely,

Rafael E. Ortega, Chair
Ramsey County Regional Railroad Authority

cc: Senator Norm Coleman
Senator Amy Kloubuchar
Representative Betty McCollum
Representative James Oberstar

8

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

6

REGIONAL RAILROAD AUTHORITY

Authorized Signature

Date

10-18-07

Board Action Requested

Central Corridor update.

DISCUSSION ONLY

Request Justification

An update will be provided at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

October 23, 2007

Board Date

Angelique Taylor

Signature

10-17-07

Date



DT

JANICE RETTMAN
Serving District 3
Ramsey County Board of Commissioners

MEMORANDUM

TO: Commissioner Ortega, Chair
Commissioner Bennett
Commissioner Parker
Commissioner Carter
Commissioner McDonough
Commissioner Reinhardt
Director Twa

FROM: Commissioner Rettman 

DATE: October 23, 2007

RE: Proposed Purchase of the Post Office Property

In reviewing the proposed purchase agreement and other documents, the following findings are relevant:

FINDINGS

1. The estimated market value of the property for payable 2007, minus the tower is \$13,283,000. The price Regional Rail Authority is requested to pay is \$49,600,000 minus credit.
2. Because the Post Office needs to facilitate, cash flow and finance their move to possibly Eagan, the agreement is predicated that the \$49,600,000 remains constant. This would mean that Ramsey County, whether we buy everything including the tower with an estimated market value of an additional \$25,303,100 for payable 2007 or just the aforementioned concourse and triangle, we are still paying \$49,600,000.
3. The proposed price of \$49,600,000 is substantially more than the estimated market value.

220 Courthouse
Ph: 651-266-8360

15 West Kellogg Boulevard
www.co.ramsey.mn.us

Saint Paul, Minnesota 55102
Fax: 651-266-8370

4. In addition to purchase and rehab costs of the concourse, the Ramsey County Regional Rail Authority, that is, Ramsey County only property taxpayers, will be fully responsible for this expense.

5. Ramsey County property taxpayers will need to pay a substantial, but yet unknown, amount to access the concourse through the Headhouse.

6. At this time, there is no guarantee that the Central Corridor LRT line will even extend to the Union Depot. The City of St. Paul is planning a large-scale transit hub at 4th and Cedar targeting downtown employees and those utilizing the entertainment district venues.

7. Amtrak's Empire Builder would be the only passenger train to use the Depot for many years to come and that is dependent on the Federal government continuing to fund Amtrak and Amtrak agreeing to move its depot at a yet to be determined cost.

8. There are no commuter rail lines scheduled for the East metro prior to the year 2020 nor is High Speed Rail imminent.

9. We have no assurance that the Met Council will continue to evaluate the 4th Street leg to the Union Depot and do the 70% preliminary engineering. Without that commitment, we could own yet more property to be mothballed and/or in need of substantive rehab.

10. Under the draft EIS, light rail transit will end on Fourth Street on the north side of the Union Depot, not to the concourse area, and a change in the route will add substantial cost to the Central Corridor project which is already over \$150 million over budget.

11. Since most of the downtown (St. Paul) area is locked in tax increment finance (TIF) districts there will be no additional revenue for the county property tax base for at least 20 years even if the multi-modal station attracts major new development.

12. The property is an "as is sale", offers no warranties and any environmental documents are confidential. But when a property sale delineates that demolition and/or substantial remodeling is required, then we have a money pit where the taxpayer of Ramsey County may be on the hook totally without any opt outs and with no proviso contingencies. Note: \$50 million prior Federal appropriation is ^{available} ~~for environmental needs~~.

13. The contingency for the new Post Office facility in Eagan includes funding for road and infrastructure improvements. These additional expenses will not be borne by the Post Office, the city of Eagan nor Dakota County.

14. The estimated cost of repair and rehab to bring the concourse up to the condition required for a multi-modal station is totally unknown and would require either a substantial property tax levy increase or other State or Federal funding which has not been secured.

15. The Met Council does not consider the Union Depot or this acquisition as part of the Central Corridor funding package and negotiations have not given any indication of their willingness to participate in funding of the purchase, rehab, and/or ongoing maintenance.

16. One of the major attractions of the concourse is its historic and architectural features yet, under the agreement, the Post Office retains the right to remove any and/or all of certain building features, including but not limited to artwork, murals and sculptures, before turning the property over to the buyer.

RECOMMENDATIONS

It is with this in mind that the decision to purchase any of the Post Office property must be thoughtful and with an understanding of the long-term impacts on county residents and businesses.

1. It is self-evident that neither the post office nor Eagan has been shy about DEMANDING OPT OUTS and/or CONTINGENCIES IN THEIR AGREEMENT DOCUMENTS.

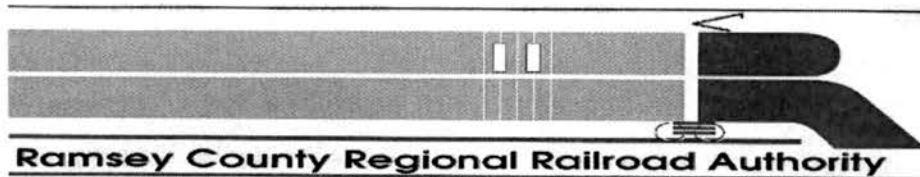
2. Our Ramsey County taxpayers deserve nothing less but for us to RENEGOTIATE THE CONTRACT WITH THE FOLLOWING PROVISOS:

*We want an 18-month similar opt out clause such as the Post Office have in their purchase agreement with us for the funding of their new infrastructure. The opt out would be triggered if we do not have the Met Council's funding commitment to build the 4th Street leg to the Union Depot. Then, we too may cancel the contract and get our money refunded from the post office.

*We want an 18-month similar opt out clause with the Met Council pending their Central Corridor preliminary engineering report due within 18 months.

*Since the proposed purchase agreement does not include the tower site that was included in the original asking price of \$49,600,000, then the purchase price should be substantially reduced.

*The artwork, murals and sculptures would be retained by Ramsey County and required historical preservation documents secured.



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

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

November 6, 2007
Immediately following the
County Board Meeting

Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the November 6, 2007 Board Meeting is presented for approval.

MINUTES of the October 23, 2007 Board Meeting are presented for approval.

ADMINISTRATIVE AGENDA

1) **Agreement Providing Metropolitan Council Reimbursement to RCRRA for Central Corridor Staff Support.**

Action Requested:

- 1) Approve Subordinate Funding Agreement Number RCRRA-1 between Ramsey County Regional Railroad Authority and the Metropolitan Council which provides reimbursement to the RRA for preliminary engineering staff services, from November 6, 2007 through December 31, 2008, in an amount not to exceed \$191,341.39; and
- 2) Authorize the Chair of the Ramsey County Regional Railroad Authority to execute the Agreement.

2) **2008 State Legislative Request.**

Action Requested:

- 1) Approve the submission of state bonding requests and state funding requests relating to:
 - (a) Union Depot Multi-modal Transit Hub for \$9.0 million to match federal funding available for environmental, engineering, rehabilitation, property acquisition and construction work;
 - (b) Rush Line Corridor for \$1.0 million for infrastructure and feasibility study, and \$700,475 for commuter bus service in the remainder of 2008 and in 2009;

- 2) Support state bonding requests from other entities for the following projects:
 - (a) Red Rock Corridor for \$1.5 million for design and construction of park and ride facilities in Red Wing, Newport and Hastings;
 - (b) Robert Street Corridor for \$6.0 million for planning and interim improvements;
 - (c) I-94 East Corridor for \$1.0 million for a feasibility study and improvements; and
 - (d) High Speed Rail from Chicago to the Union Depot Multi-modal Transit Hug for \$10 million for design and improvements.

ADJOURNMENT

Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on October 23, 2007, in the large conference room, in room 220, Courthouse.

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

OTHERS PRESENT: David Twa, Kathy Kapoun, Julie Kleinschmidt, Angie Taylor, Mark Voerding, Ken Haider, Tim Mayasich, Art Coulson, Alicia Vap, Sarah Penman, Steve Morris, Robert Clarkson, Terry Speiker, Bonnie Jackelen, Dan Soler, Chris Havens, Tom Colbert, Connie Catlin, Lucy Thompson, Mark Kresbach, David MacMillian and Darwin Lookingbill.

Chair Ortega called the meeting to order at 9:48 A.M.

1. Approve minutes from September 25, 2007 Meetings.

A motion was made by Commissioner Bennett, seconded by Commissioner McDonough, to approve the minutes from the September 25, 2007 meeting.

Roll call vote was taken.

Ayes – 7; Nays – 0
Motion accepted.

2. Approve Purchase Agreement and Contract for Deed from Post Office to RCRRA.

A motion was made by Commissioner McDonough, seconded by Commissioner Carter, to approve the Purchase Agreement and Contract for Deed from Post Office to RCRRA.

Commissioner Rettman read into the record, her comments on the proposed purchase of the Post Office Property, as follows:

In reviewing the proposed purchase agreement and other documents, the following findings are relevant:

FINDINGS

- 1 The estimated market value of the property for payable 2007, minus the tower is \$13,283,000. The price Regional Rail Authority is requested to pay is \$49,600,000 minus credit.
- 2 Because the Post Office needs to facilitate, cash flow and finance their move to possibly Eagan, the agreement is predicated that the \$49,600,000 remains constant. This would mean that Ramsey County, whether we buy everything including the tower with an estimated market value of

an additional \$25,303,100 for payable 2007 or just the aforementioned concourse and triangle, we are still paying \$49,600,000.

- 3 The proposed price of \$49,600,000 is substantially more than the estimated market value.
- 4 In addition to purchase and rehab costs of the concourse, the Ramsey County Regional Rail Authority, that is, Ramsey County only property taxpayers, will be fully responsible for this expense.
- 5 Ramsey County property taxpayers will need to pay a substantial, but yet unknown, amount to access the concourse through the Headhouse.
- 6 At this time, there is no guarantee that the Central Corridor LRT line will even extend to the Union Depot. The City of St. Paul is planning a large-scale transit hub at 4th and Cedar targeting downtown employees and those utilizing the entertainment district venues.
- 7 Amtrak's Empire Builder would be the only passenger train to use the Depot for many years to come and that is dependent on the Federal government continuing to fund Amtrak and Amtrak agreeing to move its depot at a yet to be determined cost.
- 8 There are no commuter rail lines scheduled for the East metro prior to the year 2020 nor is High Speed Rail imminent.
- 9 We have no assurance that the Met Council will continue to evaluate the 4th Street leg to the Union Depot and do the 70% preliminary engineering. Without that commitment, we could own yet more property to be mothballed and/or in need of substantive rehab.
- 10 Under the draft EIS, light rail transit will end on Fourth Street on the north side of the Union Depot, not to the concourse area, and a change in the route will add substantial cost to the Central Corridor project which is already over \$150 million over budget.
- 11 Since most of the downtown (St. Paul) area is locked in tax increment finance (TIF) districts there will be no additional revenue for the county property tax base for at least 20 years even if the multi-modal station attracts major new development.
- 12 The property is an "as is sale", offers no warranties and any environmental documents are confidential. But when a property sale delineates that demolition and/or substantial remodeling is required, then he have a money pit where the taxpayer of Ramsey County may be on the hook totally without any opt outs and with no proviso contingencies. Note: \$50 million prior Federal appropriation is ~~for environmental needs~~ available.
- 13 The contingency for the new Post Office facility in Eagan includes funding for road and infrastructure improvements. These additional expenses will not be borne by the Post Office, the city of Eagan nor Dakota County.
- 14 The estimated cost of repair and rehab to bring the concourse up to the condition required for a multi-modal station is totally unknown and would require either a substantial property tax levy increase or other State or Federal funding which has not been secured.
- 15 The Met Council does not consider the Union Depot or this acquisition as part of the Central Corridor funding package and negotiations have not given any indication of their willingness to participate in funding of the purchase, rehab, and/or ongoing maintenance.

- 16 One of the major attractions of the concourse is its historic and architectural features yet, under the agreement, the Post Office retains the right to remove any and/or all of certain building features, including but not limited to artwork, murals and sculptures, before turning the property over to the buyer.

RECOMMENDATIONS

It is with this in mind that the decision to purchase any of the Post Office property must be thoughtful and with an understanding of the long-term impacts on county residents and businesses.

- 1 It is self-evident that neither the post office nor Eagan has been shy about DEMANDING OPT OUTS and/or CONTINGENCIES IN THEIR AGREEMENT DOCUMENTS.
- 2 Our Ramsey County taxpayers deserve nothing less but for us to RENEGOTIATE THE CONTRACT WITH THE FOLLOWING PROVISOS:

*We want an 18-month similar opt out clause such as the Post Office have in their purchase agreement with us for the funding of their new infrastructure. The opt out would be triggered if we do not have the Met Council's funding commitment to build the 4th Street leg to the Union Depot. Then, we too may cancel the contract and get our money refunded from the post office.

*We want an 18-month similar opt out clause with the Met Council pending their Central Corridor preliminary engineering report due within 18 months.

*Since the proposed purchase agreement does not include the tower site that was included in the original asking price of \$49,600,000, then the purchase price should be substantially reduced.

*The artwork, murals and sculptures would be retained by Ramsey County and required historical preservation documents secured.

End of Janice Rettman's Comments and Recommendations.

An amended motion was made by Commissioner Reinhardt, seconded by Commissioner Rettman to add a resolved to the Purchase Agreement and Contract for Deed that art, murals, and sculptures to be retained by Ramsey County.

Roll call vote was taken. Commissioner Rettman voted no.

Ayes – 6; Nays – 1
Motion accepted.

WHEREAS, The Ramsey County Regional Rail Authority (RCRRA) has been a long-standing, vocal advocate for the creation of a wide array of transit options to serve not only Ramsey County residents but the East Metro region and the entire State of Minnesota; and

WHEREAS, The RCRRA has worked with the business community, other units of government, members of the Minnesota Congressional Delegation, and the Minnesota State Legislature, community groups and transit advocates throughout Minnesota and in other states, to develop a comprehensive transit plan that includes the development of high-speed rail to Chicago, Light Rail Transit and commuter rail lines, intercity, Jefferson and Greyhound bus lines, bicycle and trail connections, and Amtrak service; and

WHEREAS, Integral to the RCRRA's transit vision and plans has been the development of a multimodal transit hub where all these transit options serving Ramsey County, the East Metro area, Minnesota and western Wisconsin, and other regions of the country can come together; and

WHEREAS, To assist the RCRRA with thoughtful development of a vision of and location for the multimodal transit hub, the RCRRA created the LOCATE Task Force; and

WHEREAS, After extensive research and debate, the LOCATE Task Force and the RCRRA determined that the Union Depot/Concourse location would best serve the vision for development and location of this comprehensive multimodal transit hub; and

WHEREAS, Minnesota's Union Depot has also received strong support from the Ramsey County Legislative Delegation and financial backing from the entire Minnesota Legislature; and

WHEREAS, The entire Minnesota Congressional Delegation, led by Congress-man Jim Oberstar and Congresswoman Betty McCollum, has also shown its commitment to development of the RCRRA's vision for Minnesota's Union Depot by appropriating \$52 million in federal funds; and

WHEREAS, The RCRRA has worked with the United States Postal Service (USPS) to acquire the necessary property to develop a multimodal Transit Center that can support its vision for the Minnesota Union Depot; and

WHEREAS, The parties have reached an Agreement that will provide the necessary property to develop the multimodal Transit Center, which will allow the USPS to move a portion of its operations to another location, while still retaining a portion of the facilities to provide mail service to downtown Saint Paul, for office space, and for retail service to customers of the USPS; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the Purchase Agreement and Contract for Deed with the United States Postal Service for the acquisition of real estate necessary to develop a multimodal transit hub; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes its Chair to execute the Purchase Agreement and Contract for Deed, and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Ramsey County Manager to make necessary budget adjustments, including Fund Balance transfers, to allow for payments under the agreements.

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

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

Roll call vote was taken. Commissioner Rettman voted no.

Ayes – 6; Nays – 1
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority approved a joint powers agreement with the City of St. Paul and the St. Paul Port Authority on July 26, 2005 for negotiation with the United States Post Office about its facility in St. Paul, Minnesota; and

WHEREAS, The payment of expenses to the St. Paul Port Authority for the \$415,000 agreement is split equally between St. Paul and Ramsey County Regional Railroad Authority; and

WHEREAS, The joint powers agreement terminates on December 31, 2007; Now, Therefore, Be It

RESOLVED, that the joint powers agreement is hereby extended for no additional cost to December 31, 2008.

4. Approve first contract amendment with SRF for Rush Line Commuter Bus Study and authorize the Chair to execute the contract amendment.

A motion was made by Commissioner Reinhardt, seconded by Commissioner Parker, to approve first contract amendment with SRF for Rush Line Commuter Bus Study and authorize the Chair to execute the contract amendment.

Roll call vote was taken.

Ayes – 7; Nays – 0
Motion accepted.

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

WHEREAS, Ramsey County Regional Railroad Authority entered into a contract with SRF Consulting Group, Inc., to conduct a commuter bus study for the Rush Line Corridor; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority hereby approves the contract amendment with SRF Consulting Group, Inc., in an amount not to exceed \$10,000 for a period from November 1, 2007 to February 29, 2008; and Be It Further

RESOLVED, That the Authority authorizes its Director to execute the attached contract amendment.

5. Consider comments on the Federal Transit Administration Notice of Proposed Rulemaking on the New Starts Process.

A motion was made by Commissioner McDonough, seconded by Commissioner Parker, to Consider comments on the Federal Transit Administration Notice of Proposed Rulemaking on the New Starts Process.

Commissioner Reinhardt requested that Section 4 be modified to clarify that comments are coming from the Board.

Commissioner Reinhardt requested that language be modified to include the additional evaluation measures identified in SAFTEA-LU.

Roll call vote was taken.

Ayes – 7; Nays – 0
Motion accepted.

WHEREAS, The Federal Transit Administration (FTA) has issued a Notice of Proposed Rulemaking (NPRM) for changes in the New Starts program for funding transit projects; and

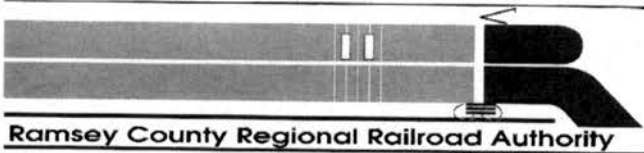
WHEREAS, The implementation of this program is vitally important for the provision of effective and efficient transit corridors in Ramsey County; Now, Therefore Be It

RESOLVED, That the Chair of the Ramsey County Regional Railroad Authority be authorized to submit the attached comments to the NPRM to the Federal Transit Administration.

6. Central Corridor Update.

Steve Morris provided an update.

The meeting adjourned at 11:08 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 11/06/07

Regional Railroad Authority Meeting Date: _____

SUBJECT Agreement providing Metropolitan Council reimbursement to RCRRA for Central Corridor staff support.

EXECUTIVE SUMMARY

The funding agreement for Central Corridor preliminary engineering provides that Hennepin and Ramsey Counties may provide staff support to the Central Corridor project office and be reimbursed for the cost of the employee(s) involved. An important aspect of the Central Corridor design will be the traffic signal upgrades and coordination to provide smooth traffic flow. Dan Soler, an engineer with the Public Works Department, is extremely well versed in traffic signal operations and very familiar with this corridor and the agencies involved. The Metropolitan Council would like to use Mr. Soler's skills to lead the Central Corridor consultant efforts in this area. The County Public Works Department will fill Mr. Soler's position for the preliminary engineering period.

An agreement has been developed that reimburses the Regional Railroad Authority for Mr. Soler's wages and fringes for part of 2007 through completion of preliminary engineering in 2008. The total reimbursement amount would not exceed \$191,341.39.

ACTION REQUESTED

- 1) Approve Subordinate Funding Agreement Number RCRRA-1 between Ramsey County Regional Railroad Authority and the Metropolitan Council which provides reimbursement to the RRA for preliminary engineering staff services, from November 6, 2007 through December 31, 2008, in an amount not to exceed \$191,341.39; and
- 2) Authorize the Chair of the Ramsey County Regional Railroad Authority to execute the Agreement.

SUBJECT: *Agreement providing Metropolitan Council reimbursement to RCRRA for Central Corridor staff support.*

ATTACHMENTS:

- 1) Agreement between Ramsey County Regional Railroad Authority and Metropolitan Council

PREVIOUS ACTION:

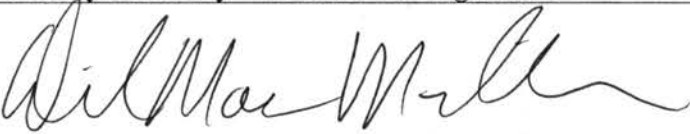
COUNTY MANAGER COMMENTS:

The County Manager recommends approval of this request. This Agreement would provide reimbursement to the RCRRA for wages and fringe benefits of a staff person currently "on loan" to the Central Corridor Light Rail Transit Project.

SUBJECT: Agreement providing Metropolitan Council reimbursement to RCRRRA for Central Corridor staff support.

Regional Railroad Authority – Authorized Signature	Date
	10/31/07

Budgeting & Accounting – Authorized Signature	Date
	10/31/07

County Attorney – Authorized Signature	Date
	10/31/07

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

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DRAFT RESOLUTION

WHEREAS, The funding agreement for Central Corridor preliminary engineering provides that Hennepin and Ramsey Counties may provide staff support to the Central Corridor project office and be reimbursed for the cost of the employee(s) involved; and

WHEREAS, An important aspect of the Central Corridor design will be the traffic signal upgrades and coordination to provide smooth traffic flow; and

WHEREAS, Dan Soler, an engineer with the Public Works Department, is extremely well versed in traffic signal operations and very familiar with this corridor and the agencies involved; and

WHEREAS, The Metropolitan Council would like to use Mr. Soler's skills to lead the Central Corridor consultant efforts in this area; and

WHEREAS, An agreement has been developed that reimburses the Regional Railroad Authority for Mr. Soler's wages and fringes for part of 2007 through completion of preliminary engineering in 2008; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves Subordinate Funding Agreement Number RCRRA-1 between Ramsey County Regional Railroad Authority and the Metropolitan Council, which provides reimbursement to the RRA for preliminary engineering staff services, from November 6, 2007 through December 31, 2008, in an amount not to exceed \$191,341.39; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority hereby authorizes the Chair of the Ramsey County Regional Railroad Authority to execute the Agreement.

4

Reference Numbers

CCLRT Project:

Metropolitan Council:

RCRRA/HCRRA: A070414

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

**MASTER AGREEMENT COOPERATIVE FUNDING AGREEMENT FOR
NAME: PRELIMINARY ENGINEERING**

**PARTIES TO MASTER
AGREEMENT:**

- Metropolitan Council
- Ramsey County Regional Rail Authority
- Hennepin County Regional Rail Authority

**SUBORDINATE FUNDING AGREEMENT
NUMBER RCRRA-1**

This Subordinate Funding Agreement Number RCRRA-1 is entered into by and between the above-named parties.

WHEREAS:

1. The parties entered into a Central Corridor Light Rail Project ("Project") Cooperative Funding Agreement for Preliminary Engineering ("Cooperative PE Funding Agreement"), effective July 11, 2007.
2. The parties provided in that agreement that certain aspects of funding for the Project would be determined in subsequent Subordinate Funding Agreements.
3. Article II, Section E, of the Cooperative PE Funding Agreement provides as follows:

With the advance and continuing written approval of the Met Council, either RRA may provide staff support from among its own employees to assist in Project activities. The value of any such staff support (including overhead and fringe benefits) at the RRA's standard rate shall constitute an in-kind contribution of the RRA providing the staff support and the value of such staff support shall be considered part of the RRA's financial contribution for the PE portion of the Project. As applicable, RCRRA and/or HCRRA shall provide documentation to the Met Council of approved staff support rendered for the Project in accordance

with this section including, without limitation, applicable standard staff rates. The Met Council may request that the applicable RRA provide additional documentation to demonstrate the appropriateness and amount of staff support rendered. Within thirty days after receipt of all such documentation, the Met Council shall, after review and acceptance of the documentation, confirm in writing to the applicable RRA the approved amount that has been credited to the Project and applied to that RRA's contribution for the Project.

4. The parties desire to enter into this Subordinate Funding Agreement in order to document an authorized in-kind contribution for the Project by the Ramsey County Regional Railroad Authority as described below.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Maximum Amount of Authorized Funding:** Not to exceed \$191,341.39
2. **General Purpose for Funds:** As provided for in this Subordinate Funding Agreement, the Ramsey County Regional Railroad Authority is authorized to provide in-kind traffic engineering services for the Central Corridor Light Rail Transit Project through the services of Ramsey County Traffic Engineer Dan Soler.
3. **Specific Description of Funding Authorization:**
 - a. Pursuant to Article II, Section E, of the Cooperative PE Funding Agreement, the Council authorizes the Ramsey County Regional Railroad authority to provide an in-kind contribution to the Central Corridor Light Rail Transit Project in the form of traffic engineering services by Ramsey County Traffic Engineer Dan Soler. Such services may be provided during the period from November 6, 2007 through December 31, 2008. In accordance with the referenced provision, the Council reserves the right to rescind this authorization at any time by written notice to the Ramsey County Regional Railroad Authority.
 - b. The value of the in-kind contribution of the Ramsey County Regional Railroad Authority for the staff services described in the preceding paragraph shall be determined in accordance with the amounts set forth in Exhibit A to this Subordinate Funding Agreement.
 - c. In accordance with the provisions of Article II, Section E, of the Cooperative PE Funding Agreement, the Ramsey County Regional Railroad Authority shall periodically provide documentation to the Council of staff support rendered for the Project in accordance with this Subordinate Funding Agreement and the Council shall, after review and acceptance of the documentation, confirm in writing to the Ramsey County Regional Railroad Authority the approved amount that has been credited to the Project and applied to the railroad authority's contribution for the Project.

6

d. Pursuant to Article II, Section E, of the Cooperative PE Funding Agreement, the value of such staff support actually provided and determined and approved in accordance with the preceding paragraph shall be considered part of the Ramsey County Regional Railroad Authority's financial contribution for the PE portion of the Project.

4. Integration: The terms, conditions and definitions of the Central Corridor Light Rail Preliminary Engineering Funding Agreement, entered into by and between the parties, are expressly incorporated into this Subordinate Funding Agreement.

**RAMSEY COUNTY REGIONAL RAIL
AUTHORITY**

METROPOLITAN COUNCIL

By: _____

By: _____

Thomas Weaver
Regional Administrator

Its: _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Ramsey County Attorney's Office

Metropolitan Council
Office of General Counsel

d. Pursuant to Article II, Section E, of the Cooperative PE Funding Agreement, the value of such staff support actually provided and determined and approved in accordance with the preceding paragraph shall be considered part of the Ramsey County Regional Railroad Authority's financial contribution for the PE portion of the Project.

4. **Integration:** The terms, conditions and definitions of the Central Corridor Light Rail Preliminary Engineering Funding Agreement, entered into by and between the parties, are expressly incorporated into this Subordinate Funding Agreement.

**RAMSEY COUNTY REGIONAL RAIL
AUTHORITY**

METROPOLITAN COUNCIL

By: _____

By: _____

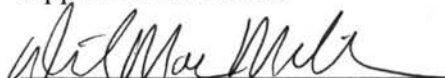
Thomas Weaver
Regional Administrator

Its: _____

Date: _____

Date: _____

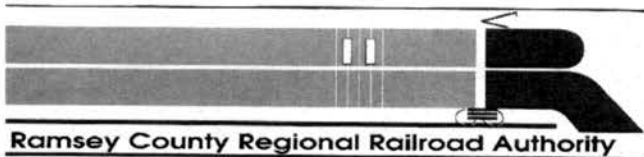
Approved as to form:



Ramsey County Attorney's Office

Approved as to form:

Metropolitan Council
Office of General Counsel



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 11/06/07

Regional Railroad Authority Meeting Date: _____

SUBJECT 2008 State Legislative Requests

EXECUTIVE SUMMARY

On June 19, 2007, through Resolution R07-34, the Ramsey County Regional Railroad Authority approved submission of state bonding requests for the 2008 legislative session for the Union Depot and the Rush Line Corridor.

At their October 18, 2007, meeting, the Rush Line Corridor Task Force voted to request funding from the Minnesota Legislature for Rush Line commuter bus service (Lent Township to downtown St. Paul with stops in Forest Lake and White Bear Lake/Vadnais Heights). The Task Force is requesting \$700,475 to fund operations and capital costs for leasing buses for service beginning July 1 through December 31, 2008 and for 2009.

Additionally, the Task Force is requesting \$1 million for infrastructure improvements along the corridor, including park and rides, shelters, and additional improvements as needed.

ACTION REQUESTED

- 1) Approve the submission of state bonding requests and state funding requests relating to:
 - (a) Union Depot Multi-modal Transit Hub for \$9.0 million to match federal funding available for environmental, engineering, rehabilitation, property acquisition and construction work;
 - (b) Rush Line Corridor for \$1.0 million for infrastructure and feasibility study, and \$700,475 for commuter bus service in the remainder of 2008 and in 2009;
- 2) Support state bonding requests from other entities for the following projects:
 - (a) Red Rock Corridor for \$1.5 million for design and construction of park and ride facilities in Red Wing, Newport and Hastings;
 - (b) Robert Street Corridor for \$6.0 million for planning and interim improvements;
 - (c) I-94 East Corridor for \$1.0 million for a feasibility study and improvements; and
 - (d) High Speed Rail from Chicago to the Union Depot Multi-modal Transit Hub for \$10 million for design and improvements.

SUBJECT: 2008 State Legislative Requests

Regional Railroad Authority – Authorized Signature	Date
	10/31/07

Budgeting & Accounting – Authorized Signature	Date
	10/31/07

County Attorney – Authorized Signature	Date
	10/31/07

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

DRAFT RESOLUTION

WHEREAS, On June 19, 2007, through resolution R07-34, the Ramsey County Regional Railroad Authority approved submission of state bonding requests for the 2008 legislative session for the Union Depot and the Rush Line Corridor; and

WHEREAS, At their October 18, 2007, meeting, the Rush Line Corridor Task Force voted to request funding from the Minnesota Legislature for Rush Line commuter bus service (Lent Township to downtown St. Paul with stops in Forest Lake and White Bear Lake/Vadnais Heights); and

WHEREAS, The Task Force is requesting \$700,475 to fund operations and capital costs for leasing buses for service beginning July 1 through December 31, 2008 and for 2009; and

WHEREAS, The Task Force is requesting \$1 million for infrastructure improvements along the corridor, including park and rides, shelters, and additional improvements as needed; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the submission of state bonding requests and state funding requests relating to:

- (a) Union Depot Multi-modal Transit Hub for \$9.0 million to match federal funding available for environmental, engineering, rehabilitation, property acquisition and construction work;
- (b) Rush Line Corridor for \$1.0 million for infrastructure and feasibility study, and \$700,475 for commuter bus service in the remainder of 2008 and in 2009;

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority hereby supports state bonding requests from other entities for the following projects:

- (a) Red Rock Corridor for \$1.5 million for design and construction of park and ride facilities in Red Wing, Newport and Hastings;
- (b) Robert Street Corridor for \$6.0 million for planning and interim improvements;
- (c) I-94 East Corridor for \$1.0 million for a feasibility study and improvements; and
- (d) High Speed Rail from Chicago to the Union Depot Multi-modal Transit Hug for \$10 million for design and improvements.

**RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY
2008 LEGISLATIVE PROPOSAL
RUSH LINE**

PROGRAM PROPOSAL:

The bonding request is for \$1 million in state funding to acquire land, design, and construct park-and-ride lots located along the Rush Line Corridor along I-35E/I-35 and Highway 61 from Minnesota's Union Depot Multi-Modal Hub to Hinckley. This corridor is 80 miles, and covers five counties of Ramsey, Washington, Anoka, Chisago, and Pine. Traffic is growing at an increasing rate, as is traffic congestion along the corridor, and is expected to double in 20 years on I-35. This project has both local and regional significance as the park-and-ride lots are seen as a means to provide commuters with a transportation choice besides driving alone.

The state request of \$700,475 is to fund operations and capital costs for leasing buses for commuter service from Lent Township to downtown St. Paul for service beginning July 1, 2007, through 2009. There is no bus service north of Centerville, and this bus service serve this growing area.

FISCAL IMPACT:

Ramsey County Regional Railroad Authority would be impacted in several ways, including contributing capital and operating funds for transit.

SPECIFICS ON WHO WILL SUPPORT OR OPPOSE THIS LEGISLATION:

The Rush Line Corridor Task Force, Ramsey County Regional Railroad Authority, Washington County Regional Railroad Authority, Chisago County Regional Railroad Authority, Pine County, City of Forest Lake, City of Harris, City of Hugo, City of Little Canada, City of Maplewood, City of North Branch, City of Rush City, City of White Bear Lake, White Bear Township, City of Wyoming, Wyoming Township, Congressional Members, and Legislators support this legislative request.

DEPARTMENT CONTACT:

- David Twa, Interim Director, Ramsey County Regional Railroad Authority, 651 266-8009

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 19, 2007

No.: R07-34

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

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

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

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

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

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

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

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

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

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

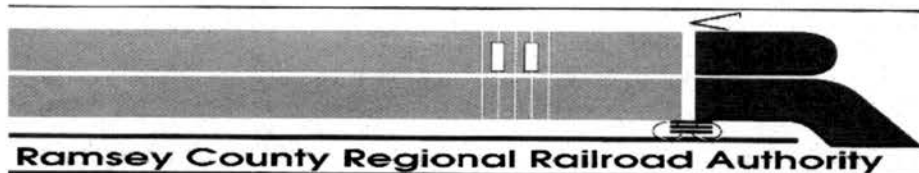
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

5



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

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

December 18, 2007
Immediately following the
County Board Meeting

Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the December 18, 2007 Board Meeting is presented for approval.

MINUTES of the November 6, 2007 Board Meeting are presented for approval.

ADMINISTRATIVE AGENDA

- 1) **Approval of the 2008/2009 Ramsey County Regional Railroad Authority (RCRRA) Budget and the 2008 Tax Levy**

Action Requested:

- 1) Approve the 2008 budget of \$41,540,979;
- 2) Approve the 2009 budget of \$32,708,558; and
- 3) Approve the 2008 levy in the amount of \$19,938,811.

- 2) **Amendment to Professional Services Agreement with Colle & McVoy for communications consultation.**

Action Requested:

- 1) Approve the Second Amendment to the Agreement with Colle & McVoy to extend the time period to June 30, 2008, at no additional cost to the County; and
- 2) Authorize the Chair to execute the Second Amendment to the Professional Services Agreement.

3) Agreement for Intergovernmental Relations Assistance

Action Requested:

- 1) Approve agreement with McGrann, Shea, Anderson, Carnival, Straughn & Lamb, Chartered, in an amount not to exceed Fifty-Two Thousand Dollars and No Cents (\$52,000.00), for a period of thirteen (13) months from December 1, 2007 to December 31, 2008; and
- 2) Authorize the Chair to execute the attached agreement with McGrann, Shea, Anderson, Carnival, Straughn & Lamb, Chartered.

4) Ratification of Report of Payments

Action Requested:

- 1) Accept the report of payments for the period of July 1, 2007 through September 30, 2007.

5) Presentation of Draft Union Depot Environmental Assessment

6) Discussion of Central Corridor LRT Options

ADJOURNMENT

Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on November 6, 2007, in the large conference room, in room 220, Courthouse.

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

OTHERS PRESENT: David Twa, Angie Taylor, Mark Voerding, Ken Haider, Tim Mayasich, Alicia Vap, Steve Morris, Robert Clarkson, Bonnie Jackelen, David MacMillian and Jackie Cooper.

Chair Ortega called the meeting to order at 10:30 A.M.

AGENDA

Commissioner Reinhardt moved approval of the Agenda of the November 6, 2007 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Bennett, Carter, McDonough, Parker, Reinhardt, Rettman, Ortega – 7. Nays – 0. Motion accepted.

MINUTES

Commissioner Bennett moved approval of the Minutes of the October 23, 2007 Board Meeting, seconded by Commissioner McDonough. Roll Call: Ayes – Bennett, Carter, McDonough, Parker, Reinhardt, Rettman, Ortega – 7. Nays – 0. Motion accepted.

Agreement Providing Metropolitan Council Reimbursement to RCRRA for Central Corridor Staff Support

A motion was made by Commissioner Parker, seconded by Commissioner Carter, to approve the Subordinate Funding Agreement Number RCRRA-1 between Ramsey County Regional Railroad Authority and the Metropolitan Council which provides reimbursement to the RRA for preliminary engineering staff services, from November 6, 2007 through December 31, 2008, in an amount not to exceed \$191,341.39; and authorize the Chair of the Ramsey County Regional Railroad Authority to execute the Agreement.

Commissioner Rettman asked if Dan Soler was already doing work on the Central Corridor project and if RRA is getting reimbursed and received payment for any work performed. Steve Morris responded that the effective date of the contract would not be in force until the Board approved the same at today's meeting. Mr. Morris further

advised that Dan Soler is currently assigned to and working on the Central Corridor project. Commissioner Rettman inquired if the effective date of the contract could be retroactive by one month. Mr. Morris responded that he would be happy to ask about that.

Commissioner Tony Bennett inquired if Ken Haider would be replacing Dan Soler. Ken Haider responded yes, indicating that an offer has been made and negotiations are underway with a potential candidate. Commissioner Rettman inquired if there was currently a vacant engineer position that Dan Soler would be filling and whether Dan Soler would be returning to the Public Works department at some point in the future. Ken Haider responded that Dan Soler would eventually return to the Public Works department, indicating that the proposed contract runs through 2008. He further advised that if an extension is needed it will be addressed in the future.

A motion to amend the draft resolution was made by Commissioner Reinhardt, seconded by Commissioner Parker, that a request be made for reimbursement retroactively for one month. The amendment was considered friendly. Roll Call on the draft resolution, as amended: Ayes – Bennett, Carter, McDonough, Parker, Reinhardt, Rettman, Ortega. Nays – 0. The amended resolution was adopted. (R07-48).

Commissioner Rettman inquired if the \$191,341.39 would cover 100% of the expenses. Ken Haider responded that it is their intent to hire a junior engineer and that the \$191,341.39 would be more than enough for that purpose. Commissioner Bennett commented that the Regional Railroad Authority has employees from different sources, advising that the Board should take a look at that.

WHEREAS, Ramsey County Regional Railroad Authority is a funding partner of the Central Corridor light rail preliminary engineering; and

WHEREAS, The preliminary engineering funding agreement provides for reimbursement to the Authority for staff provided to the preliminary engineering effort; and

WHEREAS, Dan Soler, a Ramsey County Public Works engineer, is an excellent choice to head the traffic engineering work for the preliminary engineering; Now, Therefore, Be It

RESOLVED, That the Authority authorizes the Chair of the Authority to execute the attached Subordinate Funding Agreement to provide reimbursement to the Regional Railroad Authority through December 31, 2008 of up to \$191,341.39 for staff services.

2008 State Legislative Request

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to approve the submission of state bonding requests and state funding requests relating to Union Depot Multi-modal Transit Hub for \$9.0 million to match

federal funding available for environmental, engineering, rehabilitation, property acquisition and construction work; Rush Line Corridor for \$1.0 million for infrastructure and feasibility study, and \$700,475 for commuter bus service in the remainder of 2008 and in 2009; and to support state bonding requests from other entities for the following projects:

- (a) Red Rock Corridor for \$1.5 million for design and construction of park and ride facilities in Red Wing, Newport and Hastings;
- (b) Robert Street Corridor for \$6.0 million for planning and interim improvements;
- (c) I-94 East Corridor for \$1.0 million for a feasibility study and improvements; and
- (d) High Speed Rail from Chicago to the Union Depot Multi-modal Transit Hub for \$10 million for design and improvements.

Roll Call: Ayes - – Bennett, Carter, McDonough, Parker, Reinhardt, Rettman, Ortega – 7. Nays – 0. The draft resolution was adopted. (R07-49).

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

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

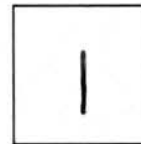
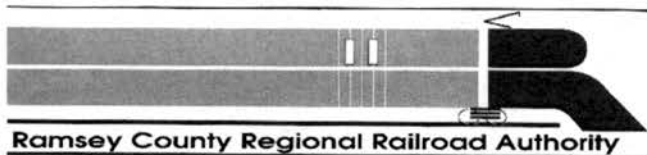
RESOLVED, That Ramsey County Regional Railroad Authority approves the submission of state bonding requests and state funding requests relating to:

- (1) Union Depot Multi-modal Transit Hub for \$9.0 million to match federal funding available for environmental, engineering, rehabilitation, property acquisition and construction work,
- (2) Rush Line Corridor for \$1.0 million for infrastructure and feasibility study, and \$700,475 for commuter bus service in the remainder of 2008 and in 2009, and be it further

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

- (1) Red Rock Corridor for \$1.5 million for design and construction of park and ride facilities in Red Wing, Newport and Hastings,
- (2) Robert Street Corridor for \$6.0 million for planning and interim improvements,
- (3) I-94 East Corridor for \$1.0 million for a feasibility study and improvements,
- (4) High Speed Rail from Chicago to the Union Depot Multi-modal Transit Hub for \$10 million for design and improvements

There being no further business, Chair Ortega declared the meeting adjourned at 10:40 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/18/07

Regional Railroad Authority Meeting Date: _____

SUBJECT Approval of the 2008/2009 Ramsey County Regional Railroad Authority (RCRRA) Budget and the 2008 RCRRA Tax Levy

EXECUTIVE SUMMARY

RCRRA certified a proposed maximum levy of \$19,938,811 for 2008 on September 11, 2007. The proposed \$19,938,811 levy is a 0% increase from last year's levy of \$19,938,811.

The proposed 2008 RCRRA budget is \$41,540,979. The proposed 2009 RCRRA budget is \$32,708,558. Significant events, which influence the levy and 2008/2009 budgets are:

1. Installment payments for acquisition of the Union Depot Concourse;
2. Preliminary engineering for Minnesota's Union Depot;
3. Preliminary engineering and final design for the Central Corridor light rail transit line;
4. Operating building costs such as security and utilities on the Union Depot.

The proposed 2008/2009 RCRRA budgets are consistent with the plan for capital improvements that the RCRRA agreed to in 2005.

ACTION REQUESTED

- 1) Approve the 2008 budget of \$41,540,979;
- 2) Approve the 2009 budget of \$32,708,558; and
- 3) Approve the 2008 levy in the amount of \$19,938,811.

SUBJECT: Approval of the 2008/2009 Ramsey County Regional Railroad Authority (RCRRA) Budget and the 2008 RCRRA Tax Levy

ATTACHMENTS:

1. Proposed resolution

PREVIOUS ACTION:

RCRRA certified a proposed maximum levy of \$19,938,811 for 2008 on September 11, 2007.

COUNTY MANAGER'S COMMENTS:

The RCRRA is required to approve the levy for 2008 and 2008/2009 RCRRA budgets.

SUBJECT: Approval of the 2008/2009 Ramsey County Regional Railroad Authority (RCRRA) Budget and the 2008 RCRRA Tax Levy

Regional Railroad Authority – Authorized Signature	Date
	12/13/07

Budgeting & Accounting – Authorized Signature	Date
	12/13/07

County Attorney – Authorized Signature	Date
	12/13/07

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

1 WHEREAS, The Ramsey County Regional Railroad Authority was organized by Resolution 87-
2 230, April 20, 1987, Board of Ramsey County Commissioners, pursuant to Minnesota Statutes, 1986,
3 Chapter 398A, as a political subdivision and local government unit of Minnesota, to exercise thereunder
4 part of the sovereign power of the state; and

5
6 WHEREAS, The Ramsey County Regional Railroad Authority adopted the County's plan to
7 develop and implement two year budgets beginning in 2006; and

8
9 WHEREAS, The Director of the Ramsey County Regional Railroad Authority, on August 21,
10 2007, submitted the 2008 - 2009 Proposed Budget and 2008 tax levy of \$19,938,811; and

11
12 WHEREAS, The Truth in Taxation Law requires the Ramsey County Regional Railroad Authority
13 to certify a maximum tax levy to the County Auditor on or before September 15; and

14
15 WHEREAS, The Ramsey County Regional Railroad Authority certified a maximum tax levy of
16 \$19,938,811 for 2008 by Resolution R07-38, September 11, 2007, to finance the 2008 budget; and

17
18 WHEREAS, The Ramsey County Regional Railroad Authority continues the allowance for
19 uncollectible taxes at 2% for non-debt service funds; and

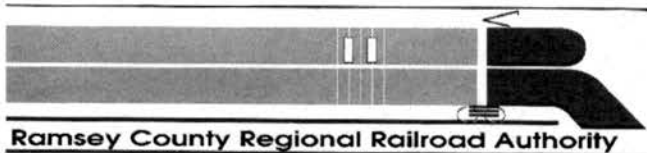
20
21 WHEREAS, The Ramsey County Regional Railroad Authority wishes to continue to improve
22 access to transit services in the region with other agencies, including the Metropolitan Council and other
23 county regional railroad authorities; Now, Therefore Be It

24
25 RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the 2008
26 budget of \$41,540,979; and Be It Further

27
28 RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the 2009
29 budget of \$32,708,558; and Be It Further

30
31 RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves that there be
32 and hereby is levied in the year 2008 to be collected in the year 2008, a levy on all taxable properties in
33 Ramsey County of \$19,938,811 as summarized below:

	RCRRA Operations	CIP	2008 RCRRA Total
Gross Budget	\$ 3,540,979	\$38,000,000	\$ 41,540,979
Less - Revenues	- 475,400	- 17,000,000	- 17,475,400
Subtotal	\$ 3,065,579	\$ 21,000,000	\$ 24,065,579
Minus- Fund Balance	-	- 4,517,725	- 4,517,725
Subtotal	\$ 3,065,579	\$16,482,275	\$19,547,854
Plus - Estimated Tax Delinquency	+ 61,312	+ 329,645	+ 390,957
Total Tax Levy	\$ 3,126,891	\$ 16,811,920	\$19,938,811



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/18/07

Regional Railroad Authority Meeting Date: _____

SUBJECT Amendment to Professional Services Agreement with Colle & McVoy for communications consultation

EXECUTIVE SUMMARY

On February 13, 2007, the Ramsey County Regional Railroad Authority (RCRRA) approved a communications agreement with Colle & McVoy through the end of 2007 at a cost not to exceed \$100,000 (see attached resolution R07-08).

The agreement still has approximately \$12,500 unexpended. We would like to extend the Colle & McVoy agreement through June 2008, at no additional cost, to allow for their continued work on communications around the purchase of the depot concourse and its connection to the Central Corridor light rail line.

ACTION REQUESTED

- 1) Approve the Second Amendment to the Agreement with Colle & McVoy to extend the time period to June 30, 2008, at no additional cost to the County; and
- 2) Authorize the Chair to execute the Second Amendment to the Professional Services Agreement.

SUBJECT: Amendment to Professional Services Agreement with Colle & McVoy for communications consultation

ATTACHMENTS:

- 1) Draft resolution;
- 2) Approved Resolution R07-08; and
- 3) Second Amendment.

PREVIOUS ACTION:

An agreement with this firm for communications consultation services is currently in place with this firm and will expire on December 31, 2007.

COUNTY MANAGER'S COMMENTS:

The County Manager recommends approval of this request.

SUBJECT: Amendment to Professional Services Agreement with Colle & McVoy for communications consultation

Regional Railroad Authority – Authorized Signature	Date
	12-13-07

Budgeting & Accounting – Authorized Signature	Date
	

County Attorney – Authorized Signature	Date
	12/13/07

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

1 WHEREAS, Ramsey County Regional Railroad Authority has a goal of
2 ensuring that the Central Corridor light rail transit project is constructed well,
3 because it is a 100-year investment and will serve generations to come; and
4

5 WHEREAS, Ramsey County Regional Railroad Authority strongly believes
6 that the Central Corridor Light Rail Transit line must connect to the concourse
7 level of the Union Depot transit hub to provide a seamless connection between
8 transit modes for passengers; and
9

10 WHEREAS, Ramsey County Regional Railroad Authority believes that the
11 Central Corridor Light Rail Transit line must serve not only those who live and
12 work along it, but also all of the county's residents, organizations and
13 businesses; Now, Therefore, Be It
14

15 RESOLVED, That Ramsey County Regional Railroad Authority authorizes
16 its chair to extend the February 2007 contract with Colle & McVoy, a
17 communications firm, through June 2008, at no additional cost, for the purposes
18 of developing strategies and public information to support the Union Depot and
19 Central Corridor.

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: February 13, 2007

No.: R07-08

WHEREAS, Ramsey County Regional Railroad Authority has a goal of ensuring that the Central Corridor light rail transit project is constructed well, because it is a 100 year investment and will serve generations to come; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its chair to execute a contract with Colle & McVoy, a communications firm, at an amount not to exceed \$100,000, for the purposes of:

- Ensuring a connection of the Central Corridor project to Union Depot
- Ensuring that the loop alignment is constructed in downtown St. Paul
- Ensuring the most comprehensive service and solutions for University Avenue.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: Tony Bennett
Tony Bennett, Secretary

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
DATED FEBRUARY 13, 2007
BETWEEN
THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
AND
COLLE & McVOY**

The Ramsey County Regional Railroad Authority and Colle & McVoy hereby agree that the Agreement (the "Agreement") entered into by and between the parties on or about February 13, 2007 is hereby amended as follows:

Section III (Time). Contractor shall complete all services by and this contract shall terminate on June 30, 2008.

This amendment is effective upon execution of the amendment by, and delivery of a copy of the executed amendment to, both parties.

Except as amended by this amendment, the terms and condition of the Agreement remain in full force and effect.

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

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

COLLE & McVOY

Rafael E. Ortega, Chair

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Employer Identification Number: _____

David Twa, Interim Director
Ramsey County Regional Railroad Authority
Approved as to form and insurance:

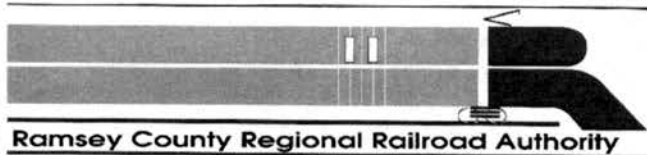
Assistant County Attorney

Purchase Order or
Aspen Vendor Contract Number:

Funds are available

Account Number: _____

Budgeting and Accounting



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/18/07

Regional Railroad Authority Meeting Date: _____

SUBJECT Agreement for Intergovernmental Relations Assistance

EXECUTIVE SUMMARY

The agreement with McGrann Shea for state intergovernmental relations assistance expired on November 30, 2007. That agreement was for \$32,519 for a nine and one-half month period from February 15 to November 30, 2007. This amounts to \$3423 per month.

An agreement has been developed for a new thirteen (13) month agreement. The rate has been increased to \$4,000 per month for a total of \$52,000 for the agreement period. The proposed increase is the result of discussions about the amount of time that McGrann Shea is expending in work on Rail Authority issues and the major initiatives before the Legislature in 2008.

ACTION REQUESTED

- 1) Approval of the attached resolution for intergovernmental relations assistance;
- 2) Approve the agreement with McGrann, Shea, Anderson, Carnival, Straughn & Lamb, Chartered, in an amount not to exceed Fifty-Two Thousand Dollars and No Cents (\$52,000.00), for a period of thirteen (13) months from December 1, 2007 to December 31, 2008; and
- 3) Authorize the Chair to execute the attached agreement with McGrann, Shea, Anderson, Carnival, Straughn & Lamb, Chartered.

SUBJECT: *Agreement for Intergovernmental Relations Assistance*

ATTACHMENTS:

- 1) Draft resolution
- 2) Agreement between McGrann, Shea, Anderson, Carnival, Straughn & Lamb, Chartered, and the Ramsey County Regional Railroad Authority.

PREVIOUS ACTION:

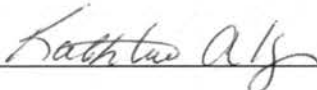
An agreement with this firm for intergovernmental relations services expired on November 30, 2007.

COUNTY MANAGER'S COMMENTS:

The County Manager recommends approval of this request.

SUBJECT: Agreement for Intergovernmental Relations Assistance

Regional Railroad Authority – Authorized Signature	Date
	12-13-07

Budgeting & Accounting – Authorized Signature	Date
	12/13/07

County Attorney – Authorized Signature	Date
	12/13/07

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

DRAFT RESOLUTION

1
2
3 WHEREAS, Ramsey County Regional Railroad Authority will have several
4 major transportation-related initiatives pending at the state level in 2008; and
5

6 WHEREAS, The Central Corridor, Union Depot, Red Rock Corridor, Rush
7 Line Corridor, Robert Street Corridor, I-94 Corridor, high speed rail, commuter
8 rail and the overall issue of transit capital and operating funding will be the
9 subject of state funding requests in 2008; Now, Therefore, Be It
10

11 RESOLVED, That Ramsey County Regional Railroad Authority hereby
12 approves the agreement with McGrann, Shea, Anderson, Carnival, Straughn &
13 Lamb, Chartered, in an amount not to exceed Fifty-Two Thousand Dollars and
14 No Cents (\$52,000.00), for a period of thirteen (13) months from December 1,
15 2007 to December 31, 2008; and Be It Further
16

17 RESOLVED, That the Authority authorizes its Chair to execute the
18 agreement.

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

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

1. SCOPE OF SERVICES

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

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

2. DELIVERY OF SERVICES

Services will be delivered from December 1, 2007 to December 31, 2008. The CONTRACTOR shall also perform these services during any special session of the Legislature.

3. PAYMENT

CONTRACTOR shall receive the sum of Fifty-Two Thousand Dollars and No Cents (\$52,000.00) for performance of its obligations to be billed in monthly installments of Four Thousand Dollars and No Cents (\$4,000.00) per month, starting December 1, 2007 to December 31, 2008.

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

4. INDEPENDENT CONTRACTOR

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

5. INDEMNIFICATION

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

6. INSURANCE

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

Worker's Compensation and Employer's Liability Insurance:

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

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

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

Comprehensive General Liability (CGL) insurance:

- 1) Bodily Injury and Property Damage (CSC)

Minimum Limits:

\$1,000,000 per occurrence
\$2,000,000 aggregate

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

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

- 4) Professional Liability Insurance

Minimum Limits:

\$1,000,000 per occurrence
\$2,000,000 aggregate

- 5) Automobile Liability Insurance

- a) Minimum Limits:
\$2,000,000 combined single limit

- b) Owned, non-owned and hired auto

- 6) City or state license as required

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

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

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

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

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

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

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

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

7. WASTE REDUCTION

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

8. AUDIT

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

9. CANCELLATION

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

10. NON-DISCRIMINATION

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

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

11. DATA PRACTICES

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

12. NON-VIOLENT WORKPLACE

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

13. WORKFORCE DIVERSITY

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

14. CONFLICT OF INTEREST

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

15. ENTIRE AGREEMENT

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

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: _____
Rafael E. Ortega, Chair

Dated: _____

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: _____
David Twa, Interim Director

Dated: _____

CONTRACTOR

By: _____

Tax ID No.: _____

Dated: _____

Approval recommended:

INSURANCE APPROVED:

Risk Management

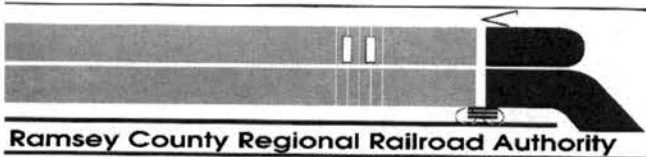
APPROVED AS TO FORM:

David F. MacMillan
David F. MacMillan
Assistant County Attorney

2007 12501 150101 421506 00000 ~~2007 12501 150101 421506 00000~~
FUNDS ARE AVAILABLE: ~~2007 12501 150101 421506 00000~~

Account No. _____

Kathleen A. K.
Kathleen A. K.
Budgeting & Accounting



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/18/07

Regional Railroad Authority Meeting Date: _____

SUBJECT Ratification of Report of Payments

EXECUTIVE SUMMARY

Payments have been made from the Ramsey County Regional Railroad Authority (RCRRA) budget for the period of July 1, 2007 through September 30, 2007. A record of these disbursements is attached.

ACTION REQUESTED

Accept the report of payments for the period of July 1, 2007 through September 30, 2007.

1

SUBJECT Ratification of Report of Payments

ATTACHMENTS:

1. Proposed resolution
2. Detail Disbursements by organization unit for the period of July 1, 2007 through September 30, 2007
3. Appropriation Status as of September 30, 2007

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

The RCRRA requires ratification of payments pursuant to Resolution R87-14, dated October 5, 1987.

SUBJECT: Ratification of Report of Payments

Regional Railroad Authority – Authorized Signature	Date
	12-13-07

Budgeting & Accounting – Authorized Signature	Date
	12/13/07

County Attorney – Authorized Signature	Date
	12/13/07

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

1 WHEREAS, Payments have been made from the Ramsey County Regional
2 Railroad Authority budget for the period of July 1, 2007 through September 30, 2007
3 and a record of these disbursements is attached; Now, Therefore, Be It
4

5 RESOLVED, That the report of payment is accepted by the Ramsey County
6 Regional Railroad Authority.
7
8



Report ID: RAP006

Ramsey County ASPEN

Page 1
Run Date Dec 06, 2007
Run Time 1:39:28 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 7/1/2007 through 9/30/2007

Report Parameters: Budget Period: 200% 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
421102	07/06/07	AP00832273	07/06/07	1,444.50	RRA 00004440		0001072130	07/19/07		0000108193 Minnesota State Auditor	
421102	09/13/07	AP00843264	09/13/07	2,188.25	RRA 00004533		0001088765	09/24/07		0000002135 Minnesota State	
Total Account 421102				3,632.75	State Auditor				Account 421102	Payments:	3,632.75
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421208	07/24/07			272.14	RRA 00004461				Deleted Voucher	0000100153 County Attorney	
421208	07/24/07			374.19	RRA 00004461				Deleted Voucher	0000100153 County Attorney	
421208	07/30/07	AP00835157	07/30/07	272.14	RRA 00004471		00013655	08/03/07		0000100153 County Attorney	
421208	08/29/07	AP00841072	08/29/07	102.05	RRA 00004509		00013832	09/07/07		0000100153 County Attorney	
421208	09/21/07	AP00845856	09/21/07	34.02	RRA 00004545		00013965	10/05/07		0000100153 County Attorney	
Total Account 421208				408.21	County Attorney Services				Account 421208	Payments:	408.21
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421402	07/31/07	AP00836436	07/31/07	1,081.00	RRA 00004474		00013698	08/10/07		0000100168 Information Services	
421402	08/29/07	AP00841072	08/29/07	1,171.00	RRA 00004510		00013836	09/07/07		0000100168 Information Services	
421402	09/24/07	AP00845857	09/24/07	1,139.00	RRA 00004556		00013968	10/05/07		0000100168 Information Services	
Total Account 421402				3,391.00	Data Proc Srv-Mtce				Account 421402	Payments:	3,391.00
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421501	07/17/07	AP00833289	07/17/07	1,000.00	RRA 00004446	0000000683	0001073644	07/26/07		0000169579 Capitol Hill Solutions Llc	
421501	07/19/07	AP00833291	07/19/07	2,562.24	RRA 00004458	0000000701	0001073686	07/26/07		0000020305 Lockridge,Grindal Nauen	
421501	08/06/07	AP00835512	08/06/07	5,948.98	RRA 00004480	0000000700	0001077417	08/08/07		0000174528 Lkg-Cmc, Inc	
421501	08/09/07	AP00837382	08/09/07	1,000.00	RRA 00004482	0000000683	0001080028	08/20/07		0000169579 Capitol Hill Solutions Llc	
421501	08/23/07	AP00839629	08/23/07	4,206.54	RRA 00004504	0000000700	0001083062	08/31/07		0000174528 Lkg-Cmc, Inc	
421501	09/25/07	AP00844854	09/25/07	15,868.47	RRA 00004559	0000000700	0001091728	10/03/07		0000174528 Lkg-Cmc, Inc	
Total Account 421501				30,586.23	Consulting Services				Account 421501	Payments:	30,586.23
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00

5



Port ID: RAP006

Ramsey County ASPEN

Page 2
Run Date Dec 06, 2007
Run Time 1:39:28 PM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 7/1/2007 through 9/30/2007

Report Parameters: Budget Period: 200% 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
421506	07/31/07	AP00835509	07/31/07	744.23	RRA 00004475	0000000649	0001077420	08/08/07		0000167213 Mcgrann, Shea, Anderson, Carniva	
421506	08/30/07	AP00840854	08/30/07	1,711.50	RRA 00004518	0000000649	0001084593	09/07/07		0000167213 Mcgrann, Shea, Anderson, Carniva	
Total Account 421506				2,455.73	Legislative Representative				Account 421506	Payments: 2,455.73 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421511	07/18/07	AP00834171	07/18/07	42,648.58	RRA 00004454		00013629	07/27/07		0000100162 Public Works	
421511	08/23/07	AP00839791	08/23/07	36,933.25	RRA 00004495		00013789	08/31/07		0000100162 Public Works	
421511	09/21/07	AP00845856	09/21/07	48,462.96	RRA 00004543		00013973	10/05/07		0000100162 Public Works	
421511	09/21/07	AP00845856	09/21/07	2,040.07	RRA 00004547		00013973	10/05/07		0000100162 Public Works	
Total Account 421511				130,084.86	Co Project Management Svcs				Account 421511	Payments: 130,084.86 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421602	07/25/07	AP00834633	07/25/07	12.00	RRA 00004463		0001074776	08/01/07		0000168524 Coulson,Art	
421602	09/05/07	AP00841607	09/05/07	300.00	RRA 00004523		0001086218	09/13/07		0000165032 African News Journal	
Total Account 421602				312.00	Advertising & Promotion				Account 421602	Payments: 312.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421603	09/24/07	AP00844853	09/24/07	107.70	RRA 00004554		0001091779	10/03/07		0000001770 St Paul,City Of	
Total Account 421603				107.70	Printing & Stationery				Account 421603	Payments: 107.70 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421701	07/18/07	AP00834171	07/18/07	54.45	RRA 00004452		00013625	07/27/07		0000100163 Comm Human Serv-Presort Mail	
421701	08/15/07	AP00839790	08/15/07	70.95	RRA 00004484		00013786	08/31/07		0000100163 Comm Human Serv-Presort Mail	
421701	09/21/07	AP00845856	09/21/07	78.96	RRA 00004542		00013963	10/05/07		0000100163 Comm Human Serv-Presort Mail	
Total Account 421701				204.36	Postage				Account 421701	Payments: 204.36 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421706	07/06/07	AP00832728	07/06/07	17.38	RRA 00004443		00013591	07/20/07		0000100171 Telecommunications	

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DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 7/1/2007 through 9/30/2007

Report Parameters: Budget Period: 200% 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
421706	08/15/07	AP00839790	08/15/07	14.96	RRA 00004485		00013790	08/31/07		0000100171 Telecommunications	
421706	08/23/07	AP00839791	08/23/07	7.52	RRA 00004494		00013790	08/31/07		0000100171 Telecommunications	
Total Account 421706				39.86	Telephone Long Dist Charges				Account 421706	Payments:	39.86
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421707	07/18/07	AP00834171	07/18/07	308.70	RRA 00004453		00013632	07/27/07		0000100171 Telecommunications	
421707	08/15/07	AP00839790	08/15/07	308.70	RRA 00004486		00013790	08/31/07		0000100171 Telecommunications	
421707	09/05/07	AP00841981	09/05/07	308.70	RRA 00004524		00013888	09/14/07		0000100171 Telecommunications	
421707	09/24/07	AP00845857	09/24/07	308.70	RRA 00004555		00014017	10/05/07		0000100171 Telecommunications	
Total Account 421707				1,234.80	Telephone-Local Service				Account 421707	Payments:	1,234.80
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421710	07/19/07	AP00833291	07/19/07	335.67	RRA 00004457	0000000712	0001073530	07/26/07		0000122690 Verizon Wireless	
421710	08/23/07	AP00839629	08/23/07	335.59	RRA 00004501	0000000720	0001082886	08/31/07		0000122690 Verizon Wireless	
Total Account 421710				671.26	Telephone-Cellular Service				Account 421710	Payments:	671.26
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
422402	07/06/07	AP00832728	07/06/07	10,004.93	RRA 00004442		00013587	07/20/07		0000105596 Property Management	
Total Account 422402				10,004.93	Buildings & Office Space				Account 422402	Payments:	10,004.93
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
422403	09/21/07	AP00845856	09/21/07	2,340.00	RRA 00004546		00013972	10/05/07		0000105596 Property Management	
Total Account 422403				2,340.00	Parking Space				Account 422403	Payments:	2,340.00
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
422601	07/06/07	AP00832273	07/06/07	145.74	RRA 00004439	0000000709	0001072093	07/19/07		0000023226 Ikon Office Solutions	
422601	07/17/07	AP00833289	07/17/07	1,242.31	RRA 00004445	0000000710	0001073675	07/26/07		0000023226 Ikon Office Solutions	
422601	08/01/07	AP00835510	08/01/07	95.74	RRA 00004477	0000000716	0001077397	08/08/07		0000023226 Ikon Office Solutions	



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DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 7/1/2007 through 9/30/2007

Report Parameters: Budget Period: 200% 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-RCRA				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
422601	09/18/07	AP00844851	09/18/07	92.08	RRA 00004537	0000000723	0001091715	10/03/07		0000023226 Ikon Office Solutions	
Total Account 422601				1,575.87	Equipment & Machinery Repairs				Account 422601	Payments: 1,575.87 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
423111	08/23/07	AP00839629	08/23/07	954.00	RRA 00004497		0001082880	08/31/07		0000122901 Science Museum Of Minnesota	
423111	08/23/07	AP00839629	08/23/07	954.00	RRA 00004498		0001082880	08/31/07		0000122901 Science Museum Of Minnesota	
Total Account 423111				1,908.00	Employee Development				Account 423111	Payments: 1,908.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
423309	07/31/07	AP00836436	07/31/07	30.00	RRA 00004473		00013701	08/10/07		0000102186 Information Services Record Mgmt	
Total Account 423309				30.00	Records Storage/Retrieval Fees				Account 423309	Payments: 30.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424102	07/23/07	0000832842	07/23/07	483.00	To transfer amounts from Department Budgets to the Self Insurance General Property Fund for Fire & Extended Coverage Insurance premium for 2007. Prepared by Jim Rongstad.						
Total Account 424102				483.00	Fire & Extended Coverage-Ins				Account 424102	Payments: 0.00 Journal Entries: 483.00 Undisbursed Expenses: 0.00	
424302	09/13/07	AP00843264	09/13/07	2,750.00	RRA 00004535		0001088723	09/24/07		0000170482 Holland & Knight Llp	
Total Account 424302				2,750.00	Membership & Dues				Account 424302	Payments: 2,750.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424303	07/19/07	AP00833104	07/19/07	1,657.90	RRA 00004455		0001073282	07/25/07		0000123524 Morris,Steve	
424303	09/05/07	AP00841607	09/05/07	625.00	RRA 00004525		0001086197	09/13/07		0000030749 American Public Transit Assoc	
424303	09/24/07	AP00844853	09/24/07	425.00	RRA 00004551		0001091566	10/03/07		0000030756 Rail-Volution	
424303	09/25/07	AP00845483	09/25/07	475.00	RRA 00004560		0001092036	10/04/07		0000030756 Rail-Volution	
424303	09/25/07	AP00845483	09/25/07	328.20	RRA 00004561		0001092043	10/04/07		0000118050 Vap,Alicia	
424303	09/14/07	AP00843940	09/14/07	30.00	BA 00005099		0000003807	09/27/07		0000158061 Wells Fargo Procurement Card	



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DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 7/1/2007 through 9/30/2007

Report Parameters: Budget Period: 200% 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	424303			3,541.10	Conference & Seminar					Account 424303	Payments: Journal Entries: Undisbursed Expenses:	3,541.10 0.00 0.00
424304	07/19/07	AP00833104	07/19/07	36.29	RRA 00004456		0001073283	07/25/07		0000163752	Parker, Jan	
424304	08/15/07	AP00838872	08/15/07	452.41	RRA 00004487		0001081656	08/27/07		0000127537	Mcdonough,James	
424304	08/15/07	AP00838872	08/15/07	624.29	RRA 00004488		0001081655	08/27/07	Voided: ACCRUAL	0000162217	Carter,Toni	
						Multi Pymts	0001082419	08/29/07		0000162217	Carter,Toni	
424304	08/15/07	AP00838872	08/15/07	652.20	RRA 00004489		0001081661	08/27/07		0000030725	Reinhardt,Victoria	
424304	08/23/07	AP00839629	08/23/07	475.36	RRA 00004506		0001082879	08/31/07		0000122738	Riley,Nick	
424304	08/29/07	AP00841072	08/29/07	542.26	RRA 00004513		0001085043	09/10/07		0000123524	Morris,Steve	
424304	08/29/07	AP00841072	08/29/07	575.00	RRA 00004514		0001085040	09/10/07		0000127537	Mcdonough,James	
424304	08/30/07	AP00840854	08/30/07	452.41	RRA 00004519		0001084417	09/07/07		0000021717	Association Of Minnesota Counties	
424304	08/30/07	AP00841073	08/30/07	452.41	RRA 00004521		0001085036	09/10/07		0000162217	Carter,Toni	
424304	08/30/07	AP00841073	08/30/07	550.00	RRA 00004522		0001085045	09/10/07		0000030725	Reinhardt,Victoria	
424304	09/10/07	AP00841608	09/10/07	800.00	RRA 00004526		0001086202	09/13/07		0000027902	Ortega,Rafael	
424304	09/24/07	AP00844853	09/24/07	758.10	RRA 00004549		0001091562	10/03/07		0000030722	Bennett,Tony	
424304	09/24/07	AP00844853	09/24/07	603.26	RRA 00004550		0001091567	10/03/07		0000122738	Riley,Nick	
424304	09/27/07	AP00845484	09/27/07	672.10	RRA 00004564		0001092042	10/04/07		0000151532	Twa,David	
424304	09/27/07	AP00845484	09/27/07	653.92	RRA 00004565		0001092041	10/04/07		0000117414	Speiker,Terry	
424304	08/15/07	AP00838611	08/15/07	5.00	BA 00005072		0000003778	08/24/07		0000158061	Wells Fargo Procurement Card	
424304	08/15/07	AP00838611	08/15/07	446.41	BA 00005072		0000003778	08/24/07		0000158061	Wells Fargo Procurement Card	
424304	09/14/07	AP00843940	09/14/07	5.00	BA 00005099		0000003807	09/27/07		0000158061	Wells Fargo Procurement Card	
424304	09/14/07	AP00843940	09/14/07	5.00	BA 00005099		0000003807	09/27/07		0000158061	Wells Fargo Procurement Card	
424304	09/14/07	AP00843940	09/14/07	446.41	BA 00005099		0000003807	09/27/07		0000158061	Wells Fargo Procurement Card	
424304	09/14/07	AP00843940	09/14/07	452.41	BA 00005099		0000003807	09/27/07		0000158061	Wells Fargo Procurement Card	
424304	09/14/07	AP00843940	09/14/07	452.41	BA 00005099		0000003807	09/27/07		0000158061	Wells Fargo Procurement Card	
424304	09/14/07	AP00843940	09/14/07	606.42	BA 00005099		0000003807	09/27/07		0000158061	Wells Fargo Procurement Card	



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DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 7/1/2007 through 9/30/2007

Report Parameters: Budget Period: 200% 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	424304			10,719.07	Other Travel					Account 424304	Payments: 10,719.07 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424306	07/17/07	AP00833289	07/17/07	150.00	RRA 00004449		0001073510	07/26/07		0000022249 Hmong Cultural Center	
424306	07/18/07	AP00833290	07/18/07	26.53	RRA 00004451		0001073512	07/26/07		0000123524 Morris,Steve	
424306	07/31/07	AP00835509	07/31/07	23.68	RRA 00004472		0001077198	08/08/07		0000123524 Morris,Steve	
424306	08/16/07	AP00838873	08/16/07	26.74	RRA 00004492		0001081658	08/27/07		0000123524 Morris,Steve	
424306	08/23/07	AP00841071	08/23/07	36.59	RRA 00004507		0001085037	09/10/07		0000171237 Fischer,Kathryn	
424306	08/23/07	AP00841071	08/23/07	92.84	RRA 00004508		0001085038	09/10/07		0000172481 Fischer,Kathryn Petty Cash	
424306	08/29/07	AP00841805	08/29/07	42.62	RRA 00004515		0001086533	09/14/07		0000171237 Fischer,Kathryn	
424306	08/29/07	AP00841805	08/29/07	9.59	RRA 00004516		0001086533	09/14/07		0000171237 Fischer,Kathryn	
424306	09/13/07	AP00846860	09/13/07	43.60	RRA 00004530		0001095080	10/15/07		0000171237 Fischer,Kathryn	
Total Account	424306			452.19	County Manager Meeting Expense					Account 424306	Payments: 452.19 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424501	07/06/07	AP00832728	07/06/07	223.11	RRA 00004441		00013589	07/20/07		0000100162 Public Works	
424501	07/17/07	AP00833289	07/17/07	18.92	RRA 00004447		0001073639	07/26/07		0000157345 Block,David	
424501	07/24/07	AP00835156	07/24/07	252.20	RRA 00004462		00013659	08/03/07		0000100162 Public Works	
424501	08/23/07	AP00839791	08/23/07	201.97	RRA 00004493		00013789	08/31/07		0000100162 Public Works	
424501	08/23/07	AP00839629	08/23/07	17.46	RRA 00004502		0001083047	08/31/07		0000157345 Block,David	
424501	09/13/07	AP00843264	09/13/07	123.02	RRA 00004534		00013904	09/24/07		0000100162 Public Works	
424501	09/21/07	AP00845856	09/21/07	122.22	RRA 00004544		00013973	10/05/07		0000100162 Public Works	
424501	09/21/07	AP00845856	09/21/07	40.74	RRA 00004548		00013973	10/05/07		0000100162 Public Works	
Total Account	424501			999.64	Mileage/Parking					Account 424501	Payments: 999.64 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424507	08/09/07	AP00837382	08/09/07	22.30	RRA 00004483	0000000718	0001080046	08/20/07		0000141766 Dynamex	
424507	08/15/07	AP00838872	08/15/07	22.30	RRA 00004491	0000000719	0001081731	08/27/07		0000141766 Dynamex	



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DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 7/1/2007 through 9/30/2007

Report Parameters: Budget Period: 200% 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-RCRA						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 424507				44.60	Messenger Service				Account 424507	Payments: 44.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424602	09/25/07	AP00844854	09/25/07	631.01	RRA 00004562	0000000727	0001091666	10/03/07		0000025453 A J Schaaake Co	
Total Account 424602				631.01	Special Programs/Awards				Account 424602	Payments: 631.01 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424620	07/24/07	AP00833105	07/24/07	55.00	RRA 00004459		0001073286	07/25/07	Voided: ACCRUAL	0000155701 White Bear Lake Main Street Inc.	
424620	07/24/07	AP00836708	08/13/07	55.00	RRA 00004459		0001073286	07/25/07	Voided:	0000155701 White Bear Lake Main Street Inc. 0000155701 White Bear Lake Main Street Inc. 0000155701 White Bear Lake Main Street Inc.	
424620	07/26/07	AP00834634	07/26/07	58.85	RRA 00004467	0000000714	0001074955	08/01/07		0000135843 W J Thom Company	
424620	07/26/07	AP00834634	07/26/07	418.94	RRA 00004467	0000000714	0001074955	08/01/07		0000135843 W J Thom Company	
424620	07/26/07	AP00834634	07/26/07	1,299.30	RRA 00004470	0000000715	0001074862	08/01/07		0000173267 Digigraphics/Photos, Inc	
424620	08/30/07	AP00840854	08/30/07	119.85	RRA 00004520	0000000717	0001084650	09/07/07		0000135843 W J Thom Company	
424620	08/30/07	AP00840854	08/30/07	1,885.05	RRA 00004520	0000000717	0001084650	09/07/07		0000135843 W J Thom Company	
Total Account 424620				3,781.99	Books Periodicals & Subscriptn				Account 424620	Payments: 3,781.99 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
425102	08/01/07	AP00835510	08/01/07	46,545.18	RRA 00004478		0001077385	08/08/07		0000030753 Hennepin Co Regional Railroad	
Total Account 425102				46,545.18	Subsidies to Other Entities				Account 425102	Payments: 46,545.18 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
431101	07/16/07	AP00832443	07/16/07	51.92	BA 00005040		0000003741	07/20/07		0000158061 Wells Fargo Procurement Card	
431101	07/16/07	AP00832443	07/16/07	96.33	BA 00005040		0000003741	07/20/07		0000158061 Wells Fargo Procurement Card	
431101	08/15/07	AP00838611	08/15/07	65.23	BA 00005073		0000003778	08/24/07		0000158061 Wells Fargo Procurement Card	
Total Account 431101				213.48	Office Supplies				Account 431101	Payments: 213.48 Journal Entries: 0.00 Undisbursed Expenses: 0.00	

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DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 7/1/2007 through 9/30/2007

Report Parameters: Budget Period: 200% 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
432001	07/06/07	AP00832273	07/06/07	37.00	RRA 00004438	0000000708	0001072060	07/19/07		0000153659 Crystal Canyon Inc	
432001	09/19/07	AP00844852	09/19/07	24.00	RRA 00004539	0000000726	0001091690	10/03/07		0000153659 Crystal Canyon Inc	
Total Account 432001				61.00	Bottled Water					Account 432001	Payments: 61.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00
441206	09/19/07			427.99	RRA 00004540				Deleted Voucher	0000168524 Coulson,Art	
Total Account 441206				0.00	Communications Equipment					Account 441206	Payments: 0.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00
443101	09/19/07	AP00844852	09/19/07	88.38	RRA 00004541		0001091563	10/03/07		0000168524 Coulson,Art	
Total Account 443101				88.38	Equipment Costs - Current Exp					Account 443101	Payments: 88.38 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program 00000				259,298.20	All Programs					Program 00000	Payments: 258,815.20 Journal Entries: 483.00 Undisbursed Expenses: 0.00
Total Project/Grant				259,298.20						Project	Payments: 258,815.20 Journal Entries: 483.00 Undisbursed Expenses: 0.00
Total Organization 150101				259,298.20	Ramsey Co Reg Rail Auth-RCRRA					Organization 150101	Payments: 258,815.20 Journal Entries: 483.00 Undisbursed Expenses: 0.00



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DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 7/1/2007 through 9/30/2007

Report Parameters: Budget Period: 200% Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program		
2007		12501 Ramsey Co Regional Rail Auth		150201 Central Corridor Operations						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	07/30/07	AP00835157	07/30/07	374.19	RRA 00004471		00013655	08/03/07		0000100153 County Attorney		
Total Account 421208				374.19	County Attorney Services					Account 421208	Payments: 374.19 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421501	07/02/07	AP00830688	07/02/07	0.00	RRA 00004433	0000000657	0001068757	07/10/07		0000172988 Colle & Mcvoy Inc		
Total Account 421501				0.00	Consulting Services					Account 421501	Payments: 0.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421511	07/18/07	AP00834171	07/18/07	10,494.22	RRA 00004454		00013629	07/27/07		0000100162 Public Works		
421511	08/23/07	AP00839791	08/23/07	6,024.63	RRA 00004495		00013789	08/31/07		0000100162 Public Works		
421511	09/21/07	AP00845856	09/21/07	4,187.25	RRA 00004543		00013973	10/05/07		0000100162 Public Works		
Total Account 421511				20,706.10	Co Project Management Svcs					Account 421511	Payments: 20,706.10 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424507	07/24/07	AP00834632	07/24/07	38.12	RRA 00004460	0000000713	0001074864	08/01/07		0000141766 Dynamex		
424507	09/13/07	AP00843264	09/13/07	12.26	RRA 00004536	0000000724	0001088689	09/24/07		0000141766 Dynamex		
Total Account 424507				50.38	Messenger Service					Account 424507	Payments: 50.38 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Program 00000				21,130.67	All Programs					Program 00000	Payments: 21,130.67 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Project/Grant				21,130.67						Project	Payments: 21,130.67 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Organization 150201				21,130.67	Central Corridor Operations					Organization 150201	Payments: 21,130.67 Journal Entries: 0.00 Undisbursed Expenses: 0.00	

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DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 7/1/2007 through 9/30/2007

Report Parameters: Budget Period: 200% Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program		
2007		12501 Ramsey Co Regional Rail Auth		150301 Union Depot Operations						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	07/02/07	AP00830688	07/02/07	24,352.50	RRA 00004433	0000000657	0001068757	07/10/07		0000172988 Colle & Mcvoy Inc		
421501	07/03/07	AP00830814	07/03/07	5,612.48	RRA 00004434	0000000671	0001069694	07/11/07		0000100565 The 106 Group Ltd		
421501	07/26/07	AP00834634	07/26/07	69.80	RRA 00004468	0000000671	0001074941	08/01/07		0000100565 The 106 Group Ltd		
421501	08/09/07	AP00837382	08/09/07	10,090.03	RRA 00004481	0000000678	0001080073	08/20/07		0000101563 Ltk Engineering Services, Inc.		
421501	08/23/07	AP00839629	08/23/07	27.04	RRA 00004500	0000000671	0001083077	08/31/07		0000100565 The 106 Group Ltd		
421501	09/13/07	AP00843264	09/13/07	323.09	RRA 00004528	0000000671	0001088848	09/24/07		0000100565 The 106 Group Ltd		
421501	09/24/07	AP00844853	09/24/07	10,053.78	RRA 00004552	0000000678	0001091732	10/03/07		0000101563 Ltk Engineering Services, Inc.		
Total Account 421501				50,528.72	Consulting Services				Account 421501	Payments:	50,528.72	
										Journal Entries:	0.00	
										Undisbursed Expenses:	0.00	
421511	07/18/07	AP00834171	07/18/07	3,639.63	RRA 00004454		00013629	07/27/07		0000100162 Public Works		
421511	08/23/07	AP00839791	08/23/07	4,298.19	RRA 00004495		00013789	08/31/07		0000100162 Public Works		
421511	09/21/07	AP00845856	09/21/07	2,142.93	RRA 00004543		00013973	10/05/07		0000100162 Public Works		
Total Account 421511				10,080.75	Co Project Management Svcs				Account 421511	Payments:	10,080.75	
										Journal Entries:	0.00	
										Undisbursed Expenses:	0.00	
421603	08/02/07	AP00835511	08/02/07	6,768.50	RRA 00004479	0000000695	0001077364	08/08/07		0000174497 Feyereisen Studios		
421603	08/30/07	AP00840854	08/30/07	191.70	RRA 00004517	0000000721	0001084567	09/07/07		0000174497 Feyereisen Studios		
421603	08/30/07	AP00840854	08/30/07	879.91	RRA 00004517	0000000721	0001084567	09/07/07		0000174497 Feyereisen Studios		
Total Account 421603				7,840.11	Printing & Stationery				Account 421603	Payments:	7,840.11	
										Journal Entries:	0.00	
										Undisbursed Expenses:	0.00	
424202	09/13/07	AP00843264	09/13/07	5,846.02	RRA 00004532		0001088469	09/24/07		0000001770 St Paul,City Of		
Total Account 424202				5,846.02	Assessments				Account 424202	Payments:	5,846.02	
										Journal Entries:	0.00	
										Undisbursed Expenses:	0.00	
424305	08/23/07	AP00841071	08/23/07	9.00	RRA 00004507		0001085037	09/10/07		0000171237 Fischer,Kathryn		
424305	08/29/07	AP00841805	08/29/07	19.20	RRA 00004516		0001086533	09/14/07		0000171237 Fischer,Kathryn		

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Report Parameters: Budget Period: 200% Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department					Project/Grant		Program	
2007		12501 Ramsey Co Regional Rail Auth		150301 Union Depot Operations					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	424305			28.20	Volunteer/Comm Meeting Exp					Account 424305	Payments: 28.20 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424306	07/10/07	AP00831369	07/10/07	573.48	RRA 00004444		0001069875	07/12/07		0000173702 Christos Union Depot Place		
424306	08/16/07	AP00838873	08/16/07	10.00	RRA 00004492		0001081658	08/27/07		0000123524 Morris,Steve		
424306	08/29/07	AP00841805	08/29/07	9.17	RRA 00004516		0001086533	09/14/07		0000171237 Fischer,Kathryn		
424306	09/19/07	AP00844852	09/19/07	21.10	RRA 00004538		0001091565	10/03/07		0000123524 Morris,Steve		
Total Account	424306			613.75	County Manager Meeting Expense					Account 424306	Payments: 613.75 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Program	00000			74,937.55	All Programs					Program 00000	Payments: 74,937.55 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Project/Grant				74,937.55						Project	Payments: 74,937.55 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Organization	150301			74,937.55	Union Depot Operations					Organization 150301	Payments: 74,937.55 Journal Entries: 0.00 Undisbursed Expenses: 0.00	



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For Accounting Date 7/1/2007 through 9/30/2007

Report Parameters: Budget Period: 200% Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2007		12501 Ramsey Co Regional Rail Auth		150402 Northeast 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
421511	08/23/07	AP00839791	08/23/07	130.90	RRA 00004495		00013789	08/31/07		0000100162 Public Works	
Total Account 421511				130.90	Co Project Management Svcs				Account 421511	Payments: 130.90 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
422301	07/25/07	AP00834633	07/25/07	96.01	RRA 00004464		0001074802	08/01/07		0000126926 Xcel Energy	
422301	08/29/07	AP00840853	08/29/07	52.69	RRA 00004511		0001084466	09/07/07		0000126926 Xcel Energy	
422301	09/25/07	AP00844854	09/25/07	52.02	RRA 00004557		0001091604	10/03/07		0000126926 Xcel Energy	
Total Account 422301				200.72	Gas				Account 422301	Payments: 200.72 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
422302	07/25/07	AP00834633	07/25/07	53.25	RRA 00004464		0001074802	08/01/07		0000126926 Xcel Energy	
422302	08/29/07	AP00840853	08/29/07	93.50	RRA 00004511		0001084466	09/07/07		0000126926 Xcel Energy	
422302	09/25/07	AP00844854	09/25/07	122.90	RRA 00004557		0001091604	10/03/07		0000126926 Xcel Energy	
Total Account 422302				269.65	Electricity				Account 422302	Payments: 269.65 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
422303	07/05/07	AP00830815	07/05/07	112.90	RRA 00004436		0001069681	07/11/07		0000124502 Saint Paul Regional Water Service	
422303	09/27/07	AP00844855	09/27/07	108.67	RRA 00004563		0001091784	10/03/07		0000001770 St Paul,City Of	
Total Account 422303				221.57	Water				Account 422303	Payments: 221.57 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
422801	07/17/07	AP00833289	07/17/07	753.69	RRA 00004450	0000000711	0001073722	07/26/07		0000173634 Sandstrom Lawn Management Llc	
Total Account 422801				753.69	Grounds-Repairs				Account 422801	Payments: 753.69 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424202	09/13/07	AP00843264	09/13/07	11.25	RRA 00004531		0001088469	09/24/07		0000001770 St Paul,City Of	

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Report Parameters: Budget Period: 200% Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2007		12501 Ramsey Co Regional Rail Auth		150402 Northeast 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
Total Account	424202			11.25	Assessments				Account	424202	Payments: 11.25 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program	00000			1,587.78	All Programs				Program	00000	Payments: 1,587.78 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant				1,587.78					Project		Payments: 1,587.78 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Organization	150402			1,587.78	Northeast Corridor				Organization	150402	Payments: 1,587.78 Journal Entries: 0.00 Undisbursed Expenses: 0.00

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Report Parameters: Budget Period: 200% Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2007		12501	Ramsey Co Regional Rail Auth		150501 RCRRA Rush Line Operations				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
424107	08/23/07	AP00839629	08/23/07	938.00	RRA 00004503		0001083060	08/31/07		0000010938 League Of Mn Cities	
Total Account		424107		938.00	Liability & Property Damage				Account	424107	Payments: 938.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program		00000		938.00	All Programs				Program	00000	Payments: 938.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant				938.00					Project		Payments: 938.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Organization		150501		938.00	RCRRA Rush Line Operations				Organization	150501	Payments: 938.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00



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Report Parameters: Budget Period: 200% Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program		
2007		12501 Ramsey Co Regional Rail Auth		150580 RCRRA Rush Line Proj_Grt				P123101		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	07/03/07	AP00830814	07/03/07	13,147.55	RRA 00004435	0000000694	0001069691	07/11/07		0000001818 Strgar Roscoe Fausch Inc		
421501	07/31/07			5,948.98	RRA 00004476	0000000694			Deleted Voucher	0000001818 Strgar Roscoe Fausch Inc		
421501	08/23/07	AP00839629	08/23/07	10,082.51	RRA 00004496	0000000694	0001083075	08/31/07		0000001818 Strgar Roscoe Fausch Inc		
421501	08/23/07	AP00839629	08/23/07	5,213.81	RRA 00004505	0000000694	0001083075	08/31/07		0000001818 Strgar Roscoe Fausch Inc		
Total Account		421501		28,443.87	Consulting Services				Account		421501	Payments: 28,443.87 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program		00000		28,443.87	All Programs				Program		00000	Payments: 28,443.87 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant		P123101		28,443.87	P123101				Project		P123101	Payments: 28,443.87 Journal Entries: 0.00 Undisbursed Expenses: 0.00

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DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

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Report Parameters: Budget Period: 200% Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2007		12501 Ramsey Co Regional Rail Auth		150580 RCRRA Rush Line Proj_Grt				P123301		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	09/24/07	AP00844853	09/24/07	2,446.40	RRA 00004553	0000000706	0001091801	10/03/07		0000135874 Urs Corporation	
Total Account		421501		2,446.40	Consulting Services				Account	421501	Payments: 2,446.40 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program		00000		2,446.40	All Programs				Program	00000	Payments: 2,446.40 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant		P123301		2,446.40	P123301				Project	P123301	Payments: 2,446.40 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Organization		150580		30,890.27	RCRRA Rush Line Proj_Grt				Organization	150580	Payments: 30,890.27 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Fund		12501		388,782.47	Ramsey Co Regional Rail Auth				Fund	12501	Payments: 388,299.47 Journal Entries: 483.00 Undisbursed Expenses: 0.00
Total Budget Period		2007		388,782.47					Budget Period	2007	Payments: 388,299.47 Journal Entries: 483.00 Undisbursed Expenses: 0.00

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Report Parameters: Budget Period: 200% 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	08/23/07	AP00839629	08/23/07	2,639.11	RRA 00004499	0000000584	0001083063	08/31/07		0000020305 Lockridge,Grindal Nauen	
421501	09/13/07	AP00843264	09/13/07	3,031.25	RRA 00004527	0000000569	0001088685	09/24/07		0000169391 Diaz,Natalio	
421501	09/25/07	AP00844854	09/25/07	2,439.11	RRA 00004558	0000000584	0001091729	10/03/07		0000020305 Lockridge,Grindal Nauen	
Total Account 421501				8,109.47	Consulting Services				Account 421501	Payments: 8,109.47	
										Journal Entries: 0.00	
										Undisbursed Expenses: 0.00	
Total Program 00000				8,109.47	All Programs				Program 00000	Payments: 8,109.47	
										Journal Entries: 0.00	
										Undisbursed Expenses: 0.00	
Total Project/Grant				8,109.47					Project	Payments: 8,109.47	
										Journal Entries: 0.00	
										Undisbursed Expenses: 0.00	
Total Organization 150101				8,109.47	Ramsey Co Reg Rail Auth-RCRRA				Organization 150101	Payments: 8,109.47	
										Journal Entries: 0.00	
										Undisbursed Expenses: 0.00	

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DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

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Report Parameters: Budget Period: 200% 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	07/26/07	AP00834634	07/26/07	742.50	RRA 00004469	0000000587	0001074965	08/01/07		0000170191 Zan Associates	
421501	08/29/07	AP00840853	08/29/07	12,816.04	RRA 00004512	0000000588	0001084630	09/07/07		0000108945 St Paul Port Authority	
Total Account 421501				13,558.54	Consulting Services				Account 421501	Payments:	13,558.54
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421522	09/13/07	AP00843264	09/13/07	1,496.12	RRA 00004529	0000000592	0001088686	09/24/07		0000155333 Dmjm+Harris, Inc.	
Total Account 421522				1,496.12	Other Professional Services				Account 421522	Payments:	1,496.12
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
Total Program		00000		15,054.66	All Programs				Program 00000	Payments:	15,054.66
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
Total Project/Grant				15,054.66					Project	Payments:	15,054.66
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
Total Organization		150112		15,054.66	Union Depot Study				Organization 150112	Payments:	15,054.66
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
Total Fund		12501		23,164.13	Ramsey Co Regional Rail Auth				Fund 12501	Payments:	23,164.13
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
Total Budget Period		2006		23,164.13					Budget Period 2006	Payments:	23,164.13
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00

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Report Parameters: Budget Period: 200% 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	07/25/07	AP00834633	07/25/07	1,476.53	RRA 00004465	0000000371	0001074957	08/01/07		0000000556 Washington Co	
425102	07/25/07	AP00834633	07/25/07	1,384.68	RRA 00004466	0000000371	0001074957	08/01/07		0000000556 Washington Co	
Total Account 425102				2,861.21	Subsidies to Other Entities				Account	425102	Payments: 2,861.21 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program 00000				2,861.21	All Programs				Program	00000	Payments: 2,861.21 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant				2,861.21					Project		Payments: 2,861.21 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Organization 150111				2,861.21	Red Rock Corridor				Organization	150111	Payments: 2,861.21 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Fund 12501				2,861.21	Ramsey Co Regional Rail Auth				Fund	12501	Payments: 2,861.21 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Budget Period 2003				2,861.21					Budget Period	2003	Payments: 2,861.21 Journal Entries: 0.00 Undisbursed Expenses: 0.00

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For Accounting Date 7/1/2007 through 9/30/2007

Report Parameters: Budget Period: 200% 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	07/17/07	AP00833289	07/17/07	235.28	RRA 00004448	0000000484	0001073735	07/26/07		0000154904 Thompson,Coburn	
421501	08/15/07	AP00838872	08/15/07	361.04	RRA 00004490	0000000484	0001081840	08/27/07		0000154904 Thompson,Coburn	
Total Account 421501				596.32	Consulting Services				Account	421501	Payments: 596.32 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program 00000				596.32	All Programs				Program	00000	Payments: 596.32 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant				596.32					Project		Payments: 596.32 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Organization 150101				596.32	Ramsey Co Reg Rail Auth-RCRRA				Organization	150101	Payments: 596.32 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Fund 12501				596.32	Ramsey Co Regional Rail Auth				Fund	12501	Payments: 596.32 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Budget Period 2005				596.32					Budget Period	2005	Payments: 596.32 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Grand Total, full report				415,404.13					Grand Totals		Payments: 414,921.13 Journal Entries: 483.00 Undisbursed Expenses: 0.00

End of Report

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Report ID: RAP006

Ramsey County ASPEN

Page 1
Run Date Dec 06, 2007
Run Time 1:39:50 PM**DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT**
For Accounting Date 7/1/2007 through 9/30/2007

Report Parameters: Budget Period: 200% Fund: 17801 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2006		17801 2006 RCRRRA Cap Imp Program		150180 RCRRRA-Proj/Grant				P121008		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	07/05/07	AP00830815	07/05/07	1,535.60	RRA 00004437	0000000707	0001069703	07/11/07		0000135874 Urs Corporation	
Total Account 421501				1,535.60	Consulting Services				Account	421501	Payments: 1,535.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program 00000				1,535.60	All Programs				Program	00000	Payments: 1,535.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant P121008				1,535.60	P121008				Project	P121008	Payments: 1,535.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Organization 150180				1,535.60	RCRRRA-Proj/Grant				Organization	150180	Payments: 1,535.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Fund 17801				1,535.60	2006 RCRRRA Cap Imp Program				Fund	17801	Payments: 1,535.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Budget Period 2006				1,535.60					Budget Period	2006	Payments: 1,535.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Grand Total, full report				1,535.60					Grand Totals		Payments: 1,535.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00

End of Report

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Ramsey County, MN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

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Business Unit: RC
Budget Period: BY2007

Fund: 12501
To Fiscal Year: 2007

Ramsey Co Regional Rail Auth
To Accounting Period: 9

% of Fiscal Year Elapsed: 75.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150101	All Programs 00000	Other Services & Charges 420000	1,656,927.00	0.00	120,392.65	647,035.88	39.05	889,498.47
150101	All Programs 00000	Supplies 430000	17,250.00	1,880.90	0.00	2,286.54	13.26	13,082.56
150101	All Programs 00000	Capital Outlay 440000	33,000.00	10,948.94	0.00	88.38	0.27	21,962.68
150101	All Programs 00000	Contingent 470000	180,680.00	0.00	0.00	0.00	0.00	180,680.00
Total for Organization: 150101			1,887,857.00	12,829.84	120,392.65	649,410.80	34.40	1,105,223.71
Ramsey Co Reg Rail Auth-RCRRA								
150201	All Programs 00000	Other Services & Charges 420000	350,000.00	0.00	0.00	113,859.32	32.53	236,140.68
Total for Organization: 150201			350,000.00	0.00	0.00	113,859.32	32.53	236,140.68
Central Corridor Operations								
150301	All Programs 00000	Other Services & Charges 420000	1,050,000.00	0.00	150,369.15	132,533.67	12.62	767,097.18
Total for Organization: 150301			1,050,000.00	0.00	150,369.15	132,533.67	12.62	767,097.18
Union Depot Operations								

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Ramsey County
APPROPRIATION STATUS
By Fiscal Year & Accounting PeriodPage No. 2
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Budget Period: BY2007Fund: 12501
To Fiscal Year: 2007Ramsey Co Regional Rail Auth
To Accounting Period: 9

% of Fiscal Year Elapsed: 75.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150401	All Programs 00000	Other Services & Charges 420000	10,000.00	0.00	0.00	0.00	0.00	10,000.00
Total for Organization: 150401			10,000.00	0.00	0.00	0.00	0.00	10,000.00
Diagonal Property Roseville								
150402	All Programs 00000	Other Services & Charges 420000	105,723.00	0.00	0.00	9,886.24	9.35	95,836.76
150402	All Programs 00000	Supplies 430000	250.00	0.00	0.00	250.00	100.00	0.00
Total for Organization: 150402			105,973.00	0.00	0.00	10,136.24	9.56	95,836.76
Northeast Corridor								
150501	All Programs 00000	Other Services & Charges 420000	1,500.00	0.00	0.00	938.00	62.53	562.00
Total for Organization: 150501			1,500.00	0.00	0.00	938.00	62.53	562.00
RCRRA Rush Line Operations								
150580	All Programs 00000	Other Services & Charges 420000	550,000.00	0.00	467,811.89	42,188.11	7.67	40,000.00
Total for Organization: 150580			550,000.00	0.00	467,811.89	42,188.11	7.67	40,000.00
RCRRA Rush Line Proj_Grt								
Total for Fund: 12501			3,955,330.00	12,829.84	738,573.69	949,066.14	23.99	2,254,860.33

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Ramsey County
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

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Business Unit: RC

Fund: 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2007

To Fiscal Year: 2007

To Accounting Period: 9

% of Fiscal Year Elapsed: 75.00

<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>
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Ramsey County ASPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting PeriodPage No. 4
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Business Unit: RC

Fund: 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2007

To Fiscal Year: 2007

To Accounting Period: 9

% of Fiscal Year Elapsed: 75.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
Report Total:			3,955,330.00	12,829.84	738,573.69	949,066.14	23.99	2,254,860.33



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Ramsey County
APPROPRIATION STATUS
By Fiscal Year & Accounting PeriodPage No. 1
Run Date 06.Dec.2007
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Budget Period: BY2006**Fund:** 12501
To Fiscal Year: 2007Ramsey Co Regional Rail Auth
To Accounting Period: 9**% of Fiscal Year Elapsed:** 75.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150101	All Programs 00000	Other Services & Charges 420000	859,425.62	0.00	2,452.49	851,827.15	99.12	5,145.98
150101	All Programs 00000	Supplies 430000	9,402.39	0.00	0.00	9,392.39	99.89	10.00
150101	All Programs 00000	Capital Outlay 440000	118,000.00	0.00	0.00	22,536.58	19.10	95,463.42
150101	All Programs 00000	Contingent 470000	0.00	0.00	0.00	0.00	0.00	0.00
Total for Organization: 150101			986,828.01	0.00	2,452.49	883,756.12	89.56	100,619.40
Ramsey Co Reg Rail Auth-RCRRA								
150106	All Programs 00000	Other Services & Charges 420000	41,340.26	0.00	0.00	41,340.26	100.00	0.00
Total for Organization: 150106			41,340.26	0.00	0.00	41,340.26	100.00	0.00
RCRRA Northeast Corridor Maint								
150112	All Programs 00000	Other Services & Charges 420000	646,811.58	0.00	363,674.49	283,137.09	43.77	0.00
Total for Organization: 150112			646,811.58	0.00	363,674.49	283,137.09	43.77	0.00
Union Depot Study								



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Ramsey County ~~ASPEN~~
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

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Business Unit: RC
Budget Period: BY2006

Fund: 12501
To Fiscal Year: 2007

Ramsey Co Regional Rail Auth
To Accounting Period: 9

% of Fiscal Year Elapsed: 75.00

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	0.00	0.00	0.00	0.00	0.00	0.00
Total for Organization: 150113			0.00	0.00	0.00	0.00	0.00	0.00
Diagonal Property - Roseville								
150114	All Programs 00000	Other Services & Charges 420000	1,010.00	0.00	0.00	1,010.00	100.00	0.00
Total for Organization: 150114			1,010.00	0.00	0.00	1,010.00	100.00	0.00
Rush Line Corridor								
150115	All Programs 00000	Other Services & Charges 420000	146,491.50	0.00	0.00	146,491.50	100.00	0.00
Total for Organization: 150115			146,491.50	0.00	0.00	146,491.50	100.00	0.00
Central Corridor Prelim Eng								
150180	All Programs 00000	Other Services & Charges 420000	100,000.00	0.00	0.00	20,295.02	20.30	79,704.98
Total for Organization: 150180			100,000.00	0.00	0.00	20,295.02	20.30	79,704.98
RCRRA-Proj/Grant								
Total for Fund: 12501			1,922,481.35	0.00	366,126.98	1,376,029.99	71.58	180,324.38

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Ramsey County ASPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

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Business Unit: RC**Fund:** 12501

Ramsay Co Regional Rail Auth

Budget Period: BY2006**To Fiscal Year:** 2007**To Accounting Period:** 9**% of Fiscal Year Elapsed:** 75.00

<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>1,922,481.35</u>	<u>0.00</u>	<u>366,126.98</u>	<u>1,376,029.99</u>	71.58	<u>180,324.38</u>

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Ramsey County ~~OPEN~~
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

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Business Unit: RC
Budget Period: BY2005

Fund: 12501
To Fiscal Year: 2007

Ramsey Co Regional Rail Auth
To Accounting Period: 9

% of Fiscal Year Elapsed: 75.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150101	All Programs 00000	Other Services & Charges 420000	682,175.44	0.00	36,389.83	645,785.61	94.67	0.00
150101	All Programs 00000	Supplies 430000	5,878.93	0.00	0.00	5,878.93	100.00	0.00
150101	All Programs 00000	Capital Outlay 440000	19,500.00	0.00	0.00	19,500.00	100.00	0.00
150101	All Programs 00000	Contingent 470000	0.00	0.00	0.00	0.00	0.00	0.00
Total for Organization: 150101			707,554.37	0.00	36,389.83	671,164.54	94.86	0.00
Ramsey Co Reg Rail Auth-RCRRA								
150106	All Programs 00000	Other Services & Charges 420000	26,923.68	0.00	0.00	26,923.68	100.00	0.00
150106	All Programs 00000	Non Expense Disbursement 540000	42,500.00	0.00	0.00	42,500.00	100.00	0.00
Total for Organization: 150106			69,423.68	0.00	0.00	69,423.68	100.00	0.00
RCRRA Northeast Corridor Maint								
150112	All Programs 00000	Other Services & Charges 420000	349,813.48	0.00	168,301.45	165,262.19	47.24	16,249.84

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Ramsey County ASPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

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Business Unit: RC
Budget Period: BY2005

Fund: 12501
To Fiscal Year: 2007

Ramsey Co Regional Rail Auth
To Accounting Period: 9

% of Fiscal Year Elapsed: 75.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150112	All Programs 00000	Capital Outlay 440000	1,201,928.46	0.00	0.00	1,201,928.46	100.00	0.00
Total for Organization: 150112			1,551,741.94	0.00	168,301.45	1,367,190.65	88.11	16,249.84
Union Depot Study								
150113	All Programs 00000	Other Services & Charges 420000	4,473.58	0.00	0.00	4,473.58	100.00	0.00
Total for Organization: 150113			4,473.58	0.00	0.00	4,473.58	100.00	0.00
Diagonal Property - Roseville								
150114	All Programs 00000	Other Services & Charges 420000	1,026.00	0.00	0.00	1,026.00	100.00	0.00
Total for Organization: 150114			1,026.00	0.00	0.00	1,026.00	100.00	0.00
Rush Line Corridor								
150180	All Programs 00000	Capital Outlay 440000	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
Total for Organization: 150180			1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
RCRRA-Proj/Grant								
Total for Fund: 12501			3,334,219.57	0.00	204,691.28	2,113,278.45	63.38	1,016,249.84

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Ramsey County ASPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

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Business Unit: RC**Fund:** 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2005**To Fiscal Year:** 2007**To Accounting Period:** 9**% of Fiscal Year Elapsed:** 75.00

<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>3,334,219.57</u>	<u>0.00</u>	<u>204,691.28</u>	<u>2,113,278.45</u>	63.38	<u>1,016,249.84</u>



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Ramsey County ASPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

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Business Unit: RC
Budget Period: BY2004

Fund: 12501
To Fiscal Year: 2007

Ramsey Co Regional Rail Auth
To Accounting Period: 9

% of Fiscal Year Elapsed: 75.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150101	All Programs 00000	Other Services & Charges 420000	435,848.53	0.00	0.00	435,848.53	100.00	0.00
150101	All Programs 00000	Supplies 430000	3,396.80	0.00	0.00	3,396.80	100.00	0.00
150101	All Programs 00000	Capital Outlay 440000	4,927.72	0.00	0.00	4,927.72	100.00	0.00
150101	All Programs 00000	Contingent 470000	0.00	0.00	0.00	0.00	0.00	0.00
Total for Organization: 150101			444,173.05	0.00	0.00	444,173.05	100.00	0.00
Ramsey Co Reg Rail Auth-RCRRA								
150106	All Programs 00000	Other Services & Charges 420000	25,899.92	0.00	0.00	25,899.92	100.00	0.00
Total for Organization: 150106			25,899.92	0.00	0.00	25,899.92	100.00	0.00
RCRRA Northeast Corridor Maint								
150112	All Programs 00000	Other Services & Charges 420000	233,094.59	0.00	0.00	227,137.34	97.44	5,957.25
150112	All Programs 00000	Capital Outlay 440000	4,112,100.00	0.00	0.00	4,112,100.00	100.00	0.00

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APPROPRIATION STATUS
By Fiscal Year & Accounting PeriodPage No. 2
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Business Unit: RC

Fund: 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2004

To Fiscal Year: 2007

To Accounting Period: 9

% of Fiscal Year Elapsed: 75.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
Total for Organization: 150112			4,345,194.59	0.00	0.00	4,339,237.34	99.86	5,957.25
Union Depot Study								
150113	All Programs 00000	Other Services & Charges 420000	0.00	0.00	0.00	0.00	0.00	0.00
150113	All Programs 00000	Supplies 430000	231.68	0.00	0.00	231.68	100.00	0.00
Total for Organization: 150113			231.68	0.00	0.00	231.68	100.00	0.00
Diagonal Property - Roseville								
150180	All Programs 00000	Other Services & Charges 420000	3,676,000.00	0.00	0.00	1,000.00	0.03	3,675,000.00
Total for Organization: 150180			3,676,000.00	0.00	0.00	1,000.00	0.03	3,675,000.00
RCRRA-Proj/Grant								
Total for Fund: 12501			8,491,499.24	0.00	0.00	4,810,541.99	56.65	3,680,957.25

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Ramsey County ASPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

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Business Unit: RC**Fund:** 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2004**To Fiscal Year:** 2007**To Accounting Period:** 9**% of Fiscal Year Elapsed:** 75.00

<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>8,491,499.24</u>	<u>0.00</u>	<u>0.00</u>	<u>4,810,541.99</u>	56.65	<u>3,680,957.25</u>



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Ramsey County ASPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

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Business Unit: RC
Budget Period: BY2003

Fund: 12501
To Fiscal Year: 2007

Ramsey Co Regional Rail Auth
To Accounting Period: 9

% of Fiscal Year Elapsed: 75.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150101	All Programs 00000	Other Services & Charges 420000	569,822.02	0.00	0.00	569,822.02	100.00	0.00
150101	All Programs 00000	Supplies 430000	3,893.70	0.00	0.00	3,893.70	100.00	0.00
150101	All Programs 00000	Capital Outlay 440000	0.00	0.00	0.00	0.00	0.00	0.00
150101	All Programs 00000	Contingent 470000	0.00	0.00	0.00	0.00	0.00	0.00
Total for Organization: 150101			573,715.72	0.00	0.00	573,715.72	100.00	0.00
Ramsey Co Reg Rail Auth-RCRRA								
150106	All Programs 00000	Other Services & Charges 420000	22,330.22	0.00	0.00	22,330.22	100.00	0.00
Total for Organization: 150106			22,330.22	0.00	0.00	22,330.22	100.00	0.00
RCRRA Northeast Corridor Maint								
150111	All Programs 00000	Other Services & Charges 420000	168,750.00	0.00	140,817.52	27,932.48	16.55	0.00
Total for Organization: 150111			168,750.00	0.00	140,817.52	27,932.48	16.55	0.00
Red Rock Corridor								



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Ramsey County ASPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting PeriodPage No. 2
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Ramsey Co Regional Rail Auth

Budget Period: BY2003**To Fiscal Year:** 2007**To Accounting Period:** 9**% of Fiscal Year Elapsed:** 75.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150112	All Programs 00000	Other Services & Charges 420000	95,753.04	0.00	0.00	95,753.04	100.00	0.00
Total for Organization: 150112			95,753.04	0.00	0.00	95,753.04	100.00	0.00
Union Depot Study								
150180	All Programs 00000	Other Services & Charges 420000	2,865,963.00	0.00	0.00	2,559,001.93	89.29	306,961.07
150180	All Programs 00000	Capital Outlay 440000	2,723,322.00	0.00	0.00	0.00	0.00	2,723,322.00
Total for Organization: 150180			5,589,285.00	0.00	0.00	2,559,001.93	45.78	3,030,283.07
RCRRA-Proj/Grant								
Total for Fund: 12501			6,449,833.98	0.00	140,817.52	3,278,733.39	50.83	3,030,283.07



Report ID: RMGL100

Ramsay County
APPROPRIATION STATUS
By Fiscal Year & Accounting PeriodPage 3
Run Date 06.Dec.2007
Run Time 1:42:10 PM

Business Unit: RC

Fund: 12501

Ramsay Co Regional Rail Auth

Budget Period: BY2003

To Fiscal Year: 2007

To Accounting Period: 9

% of Fiscal Year Elapsed: 75.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
Report Total:			6,449,833.98	0.00	140,817.52	3,278,733.39	50.83	3,030,283.07

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Report ID: RMGL100

Ramsey County, MN
APPROPRIATION STATUS
By Fiscal Year & Accounting PeriodPage 1
Run Date 06.Dec.2007
Run Time 1:42:27 PM

Business Unit: RC

Fund: 17801

2006 RCRRRA Cap Imp Program

Budget Period: BY2007

To Fiscal Year: 2007

To Accounting Period: 9

% of Fiscal Year Elapsed: 75.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150180	All Programs	Capital Outlay 00000 440000	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
Total for Organization: 150180			1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
RCRRRA-Proj/Grant								
150380	All Programs	Capital Outlay 00000 440000	10,000,000.00	0.00	0.00	0.00	0.00	10,000,000.00
Total for Organization: 150380			10,000,000.00	0.00	0.00	0.00	0.00	10,000,000.00
Union Depot Projects_Grants								
Total for Fund: 17801			11,000,000.00	0.00	0.00	0.00	0.00	11,000,000.00



Report ID: RMGL100

Ramsay County
APPROPRIATION STATUS
By Fiscal Year & Accounting PeriodPage 2
Run Date 06.Dec.2007
Run Time 1:42:27 PM

Business Unit: RC Fund: 17801 2006 RCRA Cap Imp Program
Budget Period: BY2007 To Fiscal Year: 2007 To Accounting Period: 9 % of Fiscal Year Elapsed: 75.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
Report Total:			11,000,000.00	0.00	0.00	0.00	0.00	11,000,000.00



Report ID: RMGL100

Ramsey County
APPROPRIATION STATUS
By Fiscal Year & Accounting PeriodPage 1
Run Date 06.Dec.2007
Run Time 1:42:38 PM

Business Unit: RC Fund: 17801 2006 RCRRRA Cap Imp Program
Budget Period: BY2006 To Fiscal Year: 2007 To Accounting Period: 9

% of Fiscal Year Elapsed: 75.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150180	All Programs 00000	Other Services & Charges 420000	2,124,919.00	0.00	1,270,674.40	1,535.60	0.07	852,709.00
150180	All Programs 00000	Capital Outlay 440000	3,000,000.00	0.00	0.00	0.00	0.00	3,000,000.00
Total for Organization: 150180			5,124,919.00	0.00	1,270,674.40	1,535.60	0.03	3,852,709.00
RCRRRA-Proj/Grant								
Total for Fund: 17801			5,124,919.00	0.00	1,270,674.40	1,535.60	0.03	3,852,709.00

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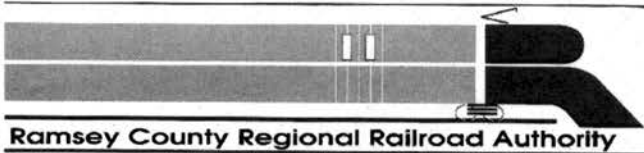
Report ID: RMGL100

Ramsey County, MN
APPROPRIATION STATUS
By Fiscal Year & Accounting PeriodPage 1 of 2
Run Date 06.Dec.2007
Run Time 1:42:38 PM

Business Unit: RC **Fund:** 17801 2006 RCRA Cap Imp Program
Budget Period: BY2006 **To Fiscal Year:** 2007 **To Accounting Period:** 9 **% of Fiscal Year Elapsed:** 75.00

<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>5,124,919.00</u>	<u>0.00</u>	<u>1,270,674.40</u>	<u>1,535.60</u>	0.03	<u>3,852,709.00</u>

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REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/18/07

Regional Railroad Authority Meeting Date: _____

SUBJECT Presentation of Draft Union Depot Environmental Assessment

EXECUTIVE SUMMARY

Richard H. Nau, Project Manager for URS Corporation will conduct a presentation at the meeting.

ACTION REQUESTED

For information and discussion only.

SUBJECT: *Presentation of Draft Union Depot Environmental Assessment*

ATTACHMENTS:

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

SUBJECT: Presentation of Draft Union Depot Environmental Assessment

Regional Railroad Authority – Authorized Signature	Date
	12-13-07

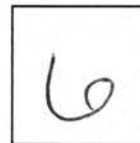
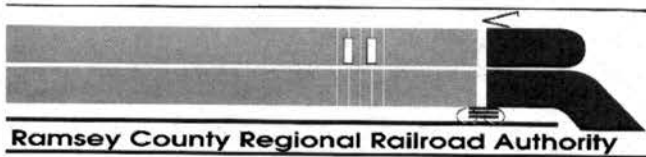
Budgeting & Accounting – Authorized Signature	Date

County Attorney – Authorized Signature	Date
	12/13/07

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/18/07

Regional Railroad Authority Meeting Date: _____

SUBJECT Discussion of Central Corridor LRT options

EXECUTIVE SUMMARY

ACTION REQUESTED

For information and discussion only.

SUBJECT: *Discussion of Central Corridor LRT options*

ATTACHMENTS:

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

SUBJECT: Discussion of Central Corridor LRT options

Regional Railroad Authority – Authorized Signature	Date
	12-13-07

Budgeting & Accounting – Authorized Signature	Date

County Attorney – Authorized Signature	Date
	12/13/07

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

Central Corridor Light Rail Transit

Ramsey County
Regional Rail Authority
December 18, 2007

Improving
mobility

Easing
congestion

Strengthening
our communities



 Metropolitan Council

Downtown St. Paul Alignments Studied

**Central Corridor
Light Rail Transit**

- DEIS
 - No changes proposed
 - Used for comparison of alternatives



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Downtown St. Paul Alignments Studied

**Central Corridor
Light Rail Transit**

- DEIS w/ diagonal
 - Reduces CEI
 - Consistent with St. Paul's Development Strategy & Ramsey Co.'s Wacouta Alternative
 - Less impact on District Energy
 - ROW costs TBD

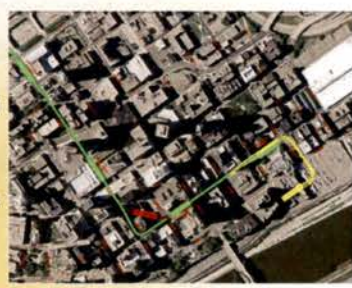


3

Downtown St. Paul Alignments Studied

**Central Corridor
Light Rail Transit**

- 4th St. to Wacouta
 - Requires elevated crossing @ Kellogg
 - Impacts bus circulation @ the Depot Concourse
 - Requires taking property



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Downtown St. Paul Alignments Studied

**Central Corridor
Light Rail Transit**

- 4th St. to Broadway
 - Meets concourse level
 - At grade with Kellogg
 - Impacts bus circulation @ the Depot Concourse



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Downtown St. Paul Alignments Studied

**Central Corridor
Light Rail Transit**

- 2nd St. Viaduct
 - Requires reconstruction of viaduct, closes to traffic
 - Potential closing of 4th and Cedar
 - Environmental and park impacts



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Central Corridor
Light Rail Transit

Downtown St. Paul
Capital & Operating
Cost
Difference from DEIS

Alternative	DEIS plus diagonal	4 th and Wacouta	4 th and Broadway	2 nd St. Viaduct
Change in Capital Cost (\$)	(2.63) M	32.2M	42.1 M	57.8 M
Change in Op. Cost (\$)	(76,000)	806,000	1,088,000	679,000

Metropolitan Council

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Central Corridor
Light Rail Transit

Downtown St. Paul
Travel Time
Difference from DEIS

Alternative	DEIS plus diagonal	4 th and Wacouta	4 th and Broadway	2 nd St. Viaduct
Change in Travel Time (min)	(0:28)	1:58	2:47	(0:53)

Metropolitan Council

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Central Corridor
Light Rail Transit

Downtown St. Paul
Ridership
Difference from DEIS

Alternative	DEIS plus diagonal	4 th and Wacouta	4 th and Broadway	2 nd St. Viaduct
Change in Ridership	(990)	170	150	(780)

Metropolitan Council

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Central Corridor
Light Rail Transit

Downtown St. Paul CEI
Difference from DEIS

Alternative	DEIS plus diagonal	4 th and Wacouta	4 th and Broadway	2 nd St. Viaduct
Change in CEI from DEIS (\$)	(0.39)	0.83	1.21	1.55

Metropolitan Council

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