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Kathy Despiegelaere

Ramsey County Regional
Railroad Authority
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AGENDA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY, DECEMBER 11, 1990

11:00 A.M. - LARGE CONFERENCE ROOM - 316

1. * Minutes of the Ramsey County Regional Railroad Authority Board Meeting of November 13, 1990.
2. Chairman's Comments.
3. * Adopt Midway Corridor LRT Draft EIS for purposes of public review.
4. * Authorize request for grant funds in amount of \$75,000 from Mn/DOT and RTB, and authorize staff to solicit proposals for architectural drawings for tunnel and surface alternatives for LRT on the Capitol Mall.
5. Update on Regional Coordination Plan - Discussion.
6. Update on Rail Coordination Meeting - Discussion.
7. Update on Northeast Corridor Alignment Study - Discussion.
8. * Approve South Corridor Alignment/Scoping Study Contract and authorize the Chairman of the RCRRA to sign the contract on behalf of RCRRA.
9. * Ratify Partial Payment No. 13 to BRW, Inc. in the amount of \$79,406.61.

* Action is requested.

MINUTES

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

November 13, 1990

The regular meeting of the Board of the Ramsey County Regional Railroad Authority was held on Tuesday, November 13, 1990 in the Large Conference Room of 316 Court House. Chairman Finley called the meeting to order at 10:10 A.M.

MEMBERS PRESENT:

Chairman John Finley
Commissioner Diane Ahrens
Commissioner Ruby Hunt
Commissioner Duane McCarty
Commissioner Hal Norgard
Commissioner Donald Salverda
Commissioner Warren Schaber

Also present:

Terry Schutten, Don Ahern, Jill Goski, James Tolaas, Steven Madole, Steve Thompson, Gary Simpson, Hugh Faville, Bill Wareham, Lee Aase, Bruce Davis, Karen Tero, Mark Baloga, Scott Heiderich, Gary Grefenberg, Paul Mardell, Luci Botzek, Patrick O'Malley, Ed Glaubitz, James Van Houdt, Terry Lindeke, Kathryn DeSpiegelaere, David MacMillan represented the County Attorney's Office, Frances Glendenning, Council Member Bill Wilson, Council Member Paula Maccabee

1. Minutes - of the Ramsey County Regional Railroad Authority Board Meeting of October 23, 1990.

Commissioner Norgard moved the following recommendation, seconded by Commissioner Salverda.

The Ramsey County Regional Railroad Authority approves the minutes of the Board meeting held on October 23, 1990, as written.

Roll Call: Ayes - 7, Nays - 0.
Motion adopted.

2. Chairman's Comments

Chairman Finley did not have any comments at this time, as we want to get into the major issue that we have before us which is the indication of the preferred alignment for the Midway Corridor.

3. Indication of preferred alignment for LRT in Midway Corridor and Capitol Area in Draft EIS.

Kathryn DeSpiegelaere had anticipated that the Board had sufficient presentation at the Work Session, however, she does have the overheads and the matrix that were presented at the Work Session should you wish to have them presented again.

Chairman Finley suggested that Ms. DeSpiegelaere bring the Board up to date as far as the Advisory Committee's recommendations that they have made, and any other input that we have had in the corridor in general, and in any of the particular actions that the Sub-Committees, the Task Force have taken, just to give us a general review.

Ms. DeSpiegelaere addressed the Board, in the downtown area we have already selected the preference for purposes of the Draft EIS, and that is Cedar and Fourth Street on the surface, you did that after consideration of material from the Downtown Task Force, and after several Public Forums have been held.

In the Capitol Area, the Capitol Area Architectural and Planning Board met last Friday, and two alternatives were under consideration. The surface alternative was 12th Street with stations that would be located in the vicinity of Cedar or Rice Street. A tunnel alternative was with a station in the center of the Mall just south of the Capitol. The Capitol Area Board approved unanimously the tunnel alignment as their preference. The EIS, however, is going to be issued in December and this will carry the surface alternatives for the public comment period, as the tunnel was conducted in the Capitol area, it was not performed to the same degree of analysis as the surface alternative. So, it is not essential that you decide today on the surface versus tunnel alternative in the Capitol area. But, should you decide at a subsequent time for the tunnel as a preference, there will need to be more engineering studies done before the final EIS is completed.

In the Midway Corridor, we have three alignments that have been under consideration, I-94, BN-Pierce Butler and University Avenue. For the last few months the Midway Corridor Task Force which is comprised of citizens in the Midway Corridor, including representatives from all of the District Councils, Midway Civic and Commerce, State Fair, and the Capitol Area Architectural Planning Board, that group has been considering whether or not to make a recommendation for the Draft EIS which will be issued in December. Last week they did make a recommendation, and their motion which was distributed to this Board's members late last week, reads that the preference of the Midway Corridor Task Force is Soo Line-I94 at this time for an alignment in the Midway Corridor. This alignment most closely matches the goals prioritization of goals previously completed by the Midway Corridor Task Force. Every consideration should be given to providing a station along the Soo Line/I-94 alignment to provide service to the Westgate/TH280 area. This is not a final selection.

The motion for Soo Line/I-94 was made by Scott Heiderich, Merriam Park, and seconded by Marian DeWitt.

The vote was eight in favor, three opposed, with one abstention.

The Intergovernmental Committee met last Tuesday, and they did not vote on a preference.

Chairman Finley said, in regard to the Intergovernmental Committee, he was unable to get back from a meeting in the western suburbs, so he was unable to participate in that meeting. The general tenor of the discussion, as he understands it from some of the members was that they probably would have supported the I-94 alignment, although a vote was not taken. He was not there to chair it or to move it ahead. Ms. DeSpiegelaere and he had previously had some concerns about them voting on it because, if you know the Intergovernmental Committee consists of people from all over the area, and have not been specifically dealing with the Midway Corridor, where some of the people on that Task Force are more concerned with the Northeast Corridor, or the South Corridor. So, he did not feel that originally that maybe they would be in a position to make a recommendation, but some probably could have had, if he had been there, he probably would have asked for a vote. But, it was not that they were opposed to anything specifically, it was more of what he has just said.

Commissioner Norgard asked if the Chairman was ready for a motion, and Chairman Finley responded that what he would like to do is rather than putting a motion on the floor, he feels that maybe what he would prefer to do is have a general discussion so that we do not eliminate from discussion any other corridors that are not a part of that motion. What he would like to do is just sort of get an idea of what everybody is thinking, and given everyone an opportunity to speak and then take the motion. This may be the fairest way to do it because if we limit it to if your motion is for I-94, then we are sort of limiting it to that. He thinks this might be a fair way to proceed. When the tunnel versus surface alignment was dealt with by the Downtown Task Force, Bob Bach handled it essentially that way, and it really seemed to be the fairest way to do it.

Commissioner Norgard stated he favors the I-94 Soo Line with the option of going through the Capitol, as close to the Capitol as possible, and whatever it takes to satisfy the Capitol Approach Board. The most important part of it is servicing the Capitol area.

Commissioner Hunt thinks that one of the problems we have pondered over is the fact that the City Council has taken a position in favor of University Avenue several times, but that was before all of the research was done on all the things that go along with University Avenue. Her understanding is that Bob Long was at the last meeting, and supported the concept of I-94. She asked Ms. DeSpiegelaere if this was the case.

Ms. DeSpiegelaere said yes, Mr. Long was at the Intergovernmental Committee, and last Tuesday at which they received a presentation of the material this Board had at their Work Session. At the end Mr. Long said that, although you are not asking for my vote, he would certainly think that he would support I-94 as an alternative. He also indicated that although the City supported University Avenue in the past, that the I-94 alternative of having it in the median rather than along the frontage road this may change.

Commissioner Hunt mentioned one more point, it seems from what she gathered from Tom Dimond's statements that he also was concerned about the problems associated with University Avenue. She is just bringing this up as she hopes that we do not run into difficulties in getting some unanimity. From the information she has garnered, Commissioner Hunt will support what Commissioner Norgard has given.

Chairman Finley had a long talk last night with Bill Wilson, because he was a strong advocate of University Avenue, and he will try to be here today for this meeting, so he may be able to address the issues if he has talked to some of the other Council Members.

Commissioner Ahrens said she had a long conversation with Paula Maccabee on this, and she asked if there was someone here from her office. Commissioner Ahrens feels that the Council person is not as supportive of University Avenue as she was earlier on.

Mark Baloga from Council Member Maccabee's Office was present, and he said that he has not had a chance to discuss this with the Council Member as to what her first choice is for any other approach than University Avenue.

Chairman Bill Wilson of the City Council entered the meeting, and Chairman Finley asked if he wished to address this Board as this Board is very concerned about the City's feeling that in the past they have voted for University Avenue, and there seems to be a preference for I-94 as he and Mr. Wilson talked about this as late as last night. Chairman Finley asked if Chairman Wilson had any feelings he could express.

Chairman Wilson addressed the Board, certainly the City has been consistently in support of University Avenue as the alignment for St. Paul, but the City also recognizes that it does not make that decision, it is advisory, recommends, encourages, and in the final analysis you will make a decision. This Board has to make that decision. Their staff has put a tremendous amount of research and study into that alignment. The policy decision is not theirs to make, but to say they recommend it because the Board may recommend I-94 as an alternative - he cannot speak for the Council, but he can certainly say in the interest of LRT, he is going to support LRT for this region. They would look in St. Paul for some alternative amenities if I-94 is going to be the selected alignment. For example, they would discourage Park and Ride lots in the City, as they would have far better use for that land, and encourage that this opportunity be explored in and around the alignment. They encourage development, that would be an enhancement. Also to look at North-South transportation opportunities for additional buses where in fact LRT is going to be used, and maximum use of LRT is going to be made, people are going to come to I-94, than additional North and South buses could enhance that. They would also suggest that there would be no reduction of the bus service along University Avenue or on Thomas which are East and West routes, which are important in the City of St. Paul.

Chairman Wilson continued, in the downtown area, he knows the committee has had a tremendous amount of discussion with the Downtown Task Force on LRT and looking at the options of surface versus underground. If surface construction is undertaken, they would again look to amenities that would enhance the Downtown Corridor for LRT, additional transportation consideration, and other amenities. On balance, Mr. Wilson is personally not going to be any brakeman to the LRT movement, he would rather be an engineer, and would rather support the effort, they are also looking, therefore, for the City of St. Paul to also benefit and be enhanced by this decision. Again, Mr. Wilson said he cannot speak for the Council, but this is his position.

Chairman Finley thanked Chairman Wilson, this Board appreciates his coming in, to clarify this, as we know that he has been involved in this effort for a long time on a personal basis as well as a member of the City Council.

Commissioner Salverda said that originally he was very supportive of University Avenue, but as the months have gone by, the reports have come in, and the evidence presents itself, he thinks that I-94 is the best route to go. His question is the process here as to whether we should commit before the Intergovernmental Committee makes their recommendation. He has no problem in making the decision today, but sometimes it is better not to preempt the Advisory Committee.

Chairman Finley mentioned that on the Intergovernmental Committee so many of the members were not specifically interested in the Midway Corridor, they are on the Committee as part of our Comprehensive Plan, and we did ask for them on that. Much of their time has been spent in looking at the other corridors as opposed to this specific corridor as we have been going through. This is unlike the Task Force in the Midway Center that has actually taken a vote on it. The Intergovernmental Committee consists of representatives from the other counties, the other municipalities, and the regional boards. That was why we didn't feel it was necessary that they vote on it as they are really looking at it from a comprehensive standpoint.

Commissioner Schaber originally was leaning very strongly for the BN-Pierce Butler route, and was also concerned about the fact that so many people said that University Avenue was the proper alignment. Having sat through months of testimony and documentation provided, there is no question in his mind that the most desirable would be the Soo Line - I94. The facts are in, he was concerned about University Avenue because so many people whom I have great respect for said that that would be the correct, proper place to put it. The negatives far outweighed the positives. The BN-Pierce Butler he thought would probably draw more from the development at Bandana Square. In the final analysis we have all weighed these particular alternatives and he believes I-94 would be the proper alignment.

Commissioner McCarty asked about the total capital costs on page 31, how detailed were these, the estimates, there are a lot of structure involved in the I-94 corridor which would be needed to accommodate LRT, within 10%, he does not understand how they arrived at that.

Kathy DeSpiegelare called on James Tolaas to explain this.

Mr. Tolaas explained the process does reflect the structural costs as well as the other costs. They did account for what the DOT had anticipated spending for the reconstruction of I94, and subtracted this, so I94 cost including that is the incremental cost of additional work to install LRT. For example, they were going to redeck the bridges, so we are now going to rebuild the structure, and they were going to repave the lanes, and they will still pay for the travel lanes. DOT will still pay for travel lanes.

Commissioner Ahrens said in 1982 when she started serving on the Advisory Committee to the Metropolitan Council for mass transit, and for about three years all she heard was University Avenue, so when she came to this whole picture in our County, she thought that this was the only alignment that was out there. She has had a complete turnaround, based on good information that Ms. DeSpiegelaere and her staff, and our consultants as well as the good judgment of a lot of people in the community which has been given us. It seems, based on the criteria that we ourselves established, that I-94 is turning out to be the faster, least disruptive to the neighborhoods, the only corridor that has only one major access obstruction, and that would be at Ravoux. For her the turning point has been that it has the greatest decrease in daily vehicle miles of travel, and if this system is going to get people out of their automobiles, this would have the best ridership. As we have looked at some of these systems around the country, she thinks the thing that always psychologically impressed her is to be on a system that goes down the major highway or thoroughfare, be buzzing along, and not be in a car sitting there waiting for traffic to get through. She thinks that the psychology of that is terribly important as it plays out the role of the ridership in the future years. So, Commissioner Ahrens thinks, based on the evaluation criteria, it appears that this is the preferred alignment. She does have a question, and she does not understand the procedure today, we would not take a vote today.

Chairman Finley said we would take a vote today, but rather than have a motion on the floor before we discussed it, he did not want to limit the discussion, that is why he did not accept the motion. We will take a vote today.

Commissioner Ahrens also asked in taking that vote are we going to indicate that this is our tentative preferred alignment, how do you want to guide us in wording that.

Chairman Finley said we will take it as a tentative alignment, it cannot be a final vote as our legal counsel had mentioned last time that it cannot be a final vote, it can be a recommended vote, dependent upon the balance of the Environmental Impact Statement being finalized, then at that point there would be another vote dependent upon the outcome of the final EIS.

David MacMillan said that is correct, and will be dependent on the comments that will be received during the comment period.

Commissioner Ahrens feels this is important that the public knows that this is not the final decision, there is still an opportunity for input.

Chairman Finley thinks as Commissioner Ahrens started out, that when we started in 1982, when we looked at LRT, this was when he started getting interested in this too, it was always going to be University, and that is why he took it upon himself to get so heavily involved in this particular issue is that he lives within two miles of either side of University for fifty years, He stood on the corner and thought it is not going to work, the system will get bogged down if we are on University Avenue. He was concerned about it, and as we went along we started looking at other alternatives and set up the respective committees, set up our own RRA, and then started to narrow down and look at other alternatives, and we have had a tremendous amount of effort put into by a lot of people in this community. There have been volunteers who have sat on the Task Force, for the Comprehensive Plan, on Committees for the Midway Corridor, on the initial Committees, working on these.

Chairman Finley continued, the thing that has impressed him the most is the drive of everyone from this Board to the Intergovernmental Committee, to the Citizens Committees, and he sees that Gary Grefenberg is here from the Capital Area Architectural Committee, Bruce Davis is here from the Midway - is that there was only one thing in mind through this whole process, what will be the best for the most. Not what will be the best for me, what will be the best for my district, what will be the best for everything, except what will be the best for the most, and everybody has worked in the same direction. This has always been the goal - how are we going to do something for our citizens. It has been very impressive to him as he has never been so intricately involved in one particular issue as he has been on this in his twenty years on the Board. It is really heart-warming to know that. There wasn't politics, there was not anything. If we had voted several years ago without all of the data in, it could have been taken that someone was trying to do something for political purposes, whatever.

As a result of all the data that we have accumulated, through our consultants, our staff, through the advice of so many people, Chairman Finley thinks what has come about is that University Avenue would not be the proper place to put LRT as the core line for the total system. It was clear from the testimony that we have had at the forums, that the University Avenue businesses do not want it on University Avenue. It has been clear that they were concern about the disruption during construction, the ultimate disruption of their businesses after construction because they were going to lose approximately 1100 parking spots. This is something that they cannot replace without heavy expenditures. The impact on so many of them, and he thinks the economic feasibility study pointed out that probably 25% of them may not make it through the construction phase and would be out of business. These types of studies have indicated that such an alignment would not be in the best interest of many, many of the people who would be directly affected by it.

Chairman Finley continued, the other two alternatives that were narrowed down, we had about nine alternatives to begin with, and now we are down to three. It is not that these are the only three that we looked at. We looked at others besides, that we have narrowed to these three for the EIS. The other two

alternatives reaches one of the things that he felt was very important and that is to be able to not increase congestion, and to be able to keep it on its own right-of-way, so that we do not have the cross traffic that we would have on University Avenue. We found in our studies that there would be increased congestion at certain points if it were put on University Avenue, and such is not the case on the other two alignments. The Northern alignment was, as Commissioner Schaber pointed out, this was his initial feeling that this was the most viable. He still has some strong feelings that it could be very helpful from the economic opportunities in the Northern area. He feels that economically, the economic impact would be most positive up there. He also feels that the exclusive right-of-way could be served very well up there. The Northern suburbs would be served very well with this Northern Alignment. But, his concerns with it are that are Park and Ride, the fact that it may be a problem in dealing with the railroads which could cause significant delay. Problems could be on interfacing with other agencies and organizations that would have an input.

This brings Chairman Finley to the I94 which to him the obstacles are not there. I94, the Highway Department, Minnesota Department of Transportation is going to be redoing I94 anyway. It can accommodate physically LRT which was one of the concerns we had initially, can it actually accommodate, is there actual space - this was initially one of the concerns we all had, can it actually accommodate, is there space, which was one of our concerns on University Avenue. The thought he had with the Northern suburbs, he looks at it from the standpoint of the region, those Northern suburbs will be just as well served when the completion, when we get into the other lines as it would be on the Northern tier. He does think in the RTB Plan where they are going to be reviewing the alignments every two years, he has a very strong feeling that our initials on Highway 36 will be moved up over the next few years in the matter of priority which will be another East-West Corridor which will aid in bringing people to the downtown areas in either direction, coming in from the North especially.

Chairman Finley thinks that the Northern Suburbs and our counties to the North, will be served in the total system with the I94 just as well as it would be with our Northern Route, if we had gone with the Burlington Northern Line. He thinks that Commissioner Ahrens' thought about the visibility to the auto users is extremely important. He has said so many times before if we are only replacing the bus, he will not vote for LRT. If we are trying to get people out of their cars, and to avoid congestion, and enhance the environment with less air pollution, he would support it. One of the ways to do that is to get the people out of the automobiles is to make it visible to the auto user which puts it on I94. He thinks that I94 gives us an opportunity to move the most swiftly with LRT, it gives us an opportunity to make it visible to the auto user. We have very little interference that we will be running into. Lastly, the plus on I94 is that the Legislature would like to see Mn/DOT play a very important role in it, and he believes that they should. His feeling has been that Mn/DOT if we are on the highway right-of-way that Mn/DOT should be a significant player. If they were not, he does not think that they should necessarily be a significant player. As far as he was concerned on the

Coordination Plan, he thought that we should have a Joint Powers, but if we are in the highway right-of-way they should be the designer and the builders if they are going to be in there. This gives us an opportunity to hybrid the Coordination Plan, especially with the decision made that coincides with Mn/DOT's work on I94 as the actual builder.

Chairman Finley thinks the pluses of I94 far outweigh the pluses of the others, and it certainly has substantially fewer negatives than the others. He thinks he surprised the Midway Task Force about a month ago when they felt that the die was cast, and he answered Scott's question that he was so tied into the Burlington Northern, he said isn't the decision already made. Chairman Finley replied that on his part, in fact, he is starting to lean more towards I94. He felt that was refreshing as he felt that Chairman Finley's mind had been made up.

Chairman Finley is going to support I-94 as the alignment, and at this time what he would like before we take a vote, we do have representatives of these particular Committees, Bruce Davis, Scott Heiderich, and Gary Grefenberg here, and if anyone would like to address the Board, we would welcome your statements.

Bruce Davis, Chair of the Midway Task Force, addressed the Board. In the course of their deliberations, it was sometimes an enjoyable process, sometimes an arduous process, and sometimes something inbetween. He would be happy to report that of all the people Ramsey County appointed to the Task Force, there was a high degree of participation, the attendance was high with the exception of one or two meetings. He thinks at the outset they knew they would not have unanimity, and he can report today that they do have a majority opinion, but there is dissention in the majority of opinion. What is important to know is that in the course of the process, they did receive strong support from the staff, and very good guidance on their part that was not weighted towards one specific alignment over another, and there were a number of people with healthy skepticism that if they thought such weighting was obvious, this was brought to the staff's attention, and they responded accordingly. As far as the decisions being set in stone, what added additional credibility of Chairman Finley's comments about decisions not being set in stone was when the RRA did change its position relative to the tunnel issue, it went from no look position, to at least let's look at it. That did add a lot of credibility from his perspective, and the perspective of others as far as your willingness to consider a potential decision on their part that might be adverse to what some public opinions were by some of the Commissioners.

Mr. Davis continued, some of the issues that shaped their opinion included the public hearings where people spoke at St. Thomas relative to the three alignments. We are here to tell you that their vote is also one of preference, not a final decision, they recognize in stating that it was at the encouragement of the Senator's letter, as well as wanting to be in a position to move forward with LRT in the East Metro Area. They specifically did vote to have a preference for the I94 alignment, that is not their final decision. In reaching that he should report that it was not without basis. As early as April 4th the group

decided at the recommendation of one of the Task Force Members to prioritize the goals. While you did set out your goal, you did not prioritize them for the Task Force, they chose to prioritize them, and the two highest priorities were integration and relieving congestion. From there on down there was not strong consensus in the middle part of that priority, but the lowest priority ended up being economic development, and surprisingly environmental impacts and broad based funding was one of the lower priorities as well. Based on that as well as the information they have received, they did reach the decision that they did. In regard to the process, there was a comment during the vote that the dissention was for two purposes, one purpose being a preference for an alignment other than the 94 alignment, as well as the concern by some individuals that it may have been a precipitous act.

Chairman Finley thanked Mr. Davis for his comments, and he was glad that he did mention the letter from Senator Langseth, as that has brought us to a decision to make a preference because of the Legislative Session coming up, and this sort of has triggered the Task Force action, and it has triggered this Board's action as to be in a position to move forward at least with a preference during the completion of the Draft EIS.

Scott Heiderich, 1966 Portland Avenue, St. Paul, addressed the Board, he is Second Vice President of the Merriam Park Community Council. He represents the Council on the Midway Task Force. Not to repeat what their esteemed Chairman has said this morning, he did want to bring up several items for you, and emphasize that you should realize that the vote at the meeting on the motion which Ms. DeSpiegelaere referred to, was 8 to 3, with one abstention. The spectre of how the voting was is important because they raised the issue after the first of the Task Force Last year, and that is there were four business representatives on their from Midway Commerce, and none of them were there at the meeting with the exception of Bruce Davis. Mr. Davis, of course, voted four votes, one for himself and the other three who were missing. So, of the people that were actually there represented, himself - he only had a half-vote as District 13 is split into three's and only two were there. This does not represent the feeling of the people who were actually at the meeting. It is the way the votes fell according to how people were allowed to vote. He does not want this Board to think that this majority of 8 to 3 was true layout of how people felt at this meeting. The first meeting they had they talked about in discussions that it was going to be a consensus of the whole group, not just a simple vote that you would rely on.

Mr. Heiderich continued, they do feel comfortable that this is just a preliminary vote, they feel the Task Force has a lot of work left to do, they have not had any time to really sit and discuss all this material has descended upon us and staff, they think they have done a tremendous job of giving us this material. However, they want to hear from the public, from all the constituencies, as for example Merriam Park has not instructed him how to vote yet. So, there is still more time involved in this, and we hope that you can today make this very clear that this is strictly a preferred alignment at this time, based on what is going to come out of the EIS, and what public hearings are held. They look forward to working with this Board and Ms. DeSpiegelaere and her staff. Mr. Heidrich added that it is very refreshing to see the Chairman change horses in the middle of the battle.

Chairman Finley mentioned that Mr. Heiderich has been on all the different Task Force, and that is what he means is that there have been so many people working for a long period of time, but the goal has always been the same, let's do what's best. Scott is one of the people who has changed a little bit too from the initial though

Mr. Heiderich responded that there is no doubt about that, but there is a significant interest in University Avenue yet, and there will be significant discussions involving University Avenue by the Midway Task Force in the future.

Commissioner Schaber wished to make some additional points that are pertinent to the discussion that we have had here. On the capital costs there is a footnote No. 4 which indicates, this is very significant, that not included in those capital costs which are shown, and there have been some arguments that it would be significantly cheaper to build, is the fact that we did not deal with Snelling and University issue which should not be missed in the discussion. Another point, having eliminated University Avenue, if you look at BN-Pierce Butler as opposed to the Soo Line, when you look at the ridership forecasts for LRT, there are 24,300, compared to 32,400 on I-94. Those are the reasons initially that he had felt that the BN-PB was the most logical place to go. The ridership itself, and also the local to downtown trips are significantly better going on the I-94 than Pierce Butler-BN.

Chairman Finley thinks this is a good thought. There is one other thing which he forgot to mention which was brought up by Councilman Wilson, and that is the bus service, servicing the people, the local people in the area who walk to the bus today, and will continue to walk to the bus. If the preference remains at I94, and it is built on I94, one of the advantages is that the bus service does remain on University Avenue, there is the bus availability for the short ride of local people. It is a plus and not a minus, in his opinion that the disruption of that bus service if LRT is on University Avenue significantly impacts adversely the use of LRT by those people, and the lack of being able to have the service available to them without a tremendous disruption on the traffic. It is very important that we keep available to them that bus service. He is sure that we will, and there has been a commitment at one of the public hearings by Mike Ehrlichmann that bus service would be kept on University.

Chairman Finley asked if Gary Grefenberg wished to make a statement.

Gary Grefenberg wanted to make it clear that the Capitol Area Board unanimously adopted the recommendation to this Board, that at this time a tunnel alignment is their preference, not only for reasons of esthetics, preserving the Capitol Area, but also because of the commitment to making the Capital area an integral part of the metro-wide transit system, and the commitment, and the realization based upon the data presented to them by the County's consultants that a centrally located station is the best way to increase ridership and to service the Capital Area both for the employees and the visitors. For that reason they are recommending a Capital Area tunnel alignment.

Chairman Finley said that Ms. DeSpiegelaere mentioned at the outset that we would not be voting on that at this time.

Ms. DeSpiegelaere added that the Capital Area in the EIS will be addressed to compare it with a surface alternative, they will be coming back with more information.

Chairman Finley mentioned at the last meeting, where Commissioner Ahrens and he were at the Board meeting, where much of the information was distributed to your Committee, and we did discuss this information. He knew that you had not voted. The good part of the recommendation regardless of surface or tunnel is that they focused in on what will serve the people in the area the best as far as the station is concerned, and he thought that was very good.

Mr. Grefenberg asked when we would get into the studies on how to achieve that, based on the information given them, the tunnel seems to be the best way to achieve that.

Ms. DeSpiegelaere said the staff will work with the Board on that.

Steve Madole who is an elected representative from District 8 is on the Task Force. He wanted to underscore the comments of Mr. Heiderich about the lack of consensus. It is probably fair to characterize that the BN-PB would be the least desirable alternative, and they certainly disagree that the preferred alternative should be either I 94 or University, underlying that the University Avenue is not adequately serving the commercial transit needs. He feels that University Avenue is a destination, just as the two downtowns are the destinations, and he wanted to find out that the consultant's finding is the most positive economic impact for long term is for University Avenue. They did not have a lot of time to argue and discuss these findings. So, he feels they will be discussing them further. He would like all the Commissioners to bear this in mind.

Chairman Finley thanked Mr. Madole for his comments.

Commissioner Ahrens asked if the Task Force has looked at visually how this system would impact University Avenue. If the murals are put up around the walls for them to look at, they could understand the negative impacts as well on economic development. Ms. DeSpiegelaere said they have.

Hugh Faville, a member of the original Advisory Committee, wanted to say that when they considered this a few years ago they favored University Avenue. However, at that time they did not have the I94, the option of using the median. They discussed the use of the frontage roads, and the side slope. His personal belief in talking to some of the members of his committee is that if they had had available at that time the option of using I94, the Committee's recommendation would have been different.

Chairman Finley thanked Mr. Faville for his comments, this is very interesting. He is another one of the people this Board would really like to thank for the time that was spent on this particular issue in attending our meetings, and so many Committee meetings.

Commissioner Hunt added that Mr. Faville has been at every meeting that she has ever attended, and more, as she has missed a few.

Commissioner Norgard at this time wished to make a motion that I94 be the preferred route, subject to the completion of the Draft EIS and the Hearings that are necessary to complete the EIS.

Commissioner McCarty would second this motion, but asked if we are going to move the resolution which was in the documentation.

Chairman Finley said we would be using this resolution, in making sure that it does say on the final resolve, that the final selection will not be made until all comments have been received and reviewed, but he would like included in this resolution some of the thoughts that have been given today. Of course, this will be part of the minutes, but the basis for the resolution should be a little bit enhanced by some of the discussion that has been brought up here.

Commissioner Ahrens suggested so there is no misunderstanding the word "tentative" should be inserted, otherwise if people do not read the last resolve, people may not understand it.

Chairman Finley said this would be on Page 2, No. 1 where we would be inserting the I94 Soo Line alignment as tentative preferred. We could put together some of the other thoughts which have been brought up here between now and the next meeting for final approval of the minutes, as the basis for the decision and the elimination of the other corridors. There were some good comments from representatives of the respective committees as well as well as Chairman Wilson.

City Council Member Paula Maccabee entered the meeting at this time. She wished to state that it is very important from the point of the business community that we talk about not only the placement of the route, but the placement of the park and ride, and the design of bus feeder systems to support economic development in University Avenue and along that corridor. If you are designing this now, and talking about the EIS, primarily the route, she wants to make sure that you are also referring to the placement of park and ride and bus feeders in order to maximize the positive effect for economic development.

Chairman Finley responded that we are just picking the preferred alignment, we are not designing, this is one of our concerns the manner in which you get the people to it, Councilman Wilson was here earlier and addressed these same concerns. Ms. Maccabee asked that some of the design features should be highlighted for the EIS so that some of the fears of the people would be alayed.

Commissioner Salverda suggested that we should probably list our original goals in this resolution also, this is going to be a key resolution that will be going out to the public.

Chairman Finley feels that is a good point as these issues of eliminating and reducing congestion and enhancing overall transportation which are part of the goals can be set forth broadly in there and maybe touched on more specifically as Council Member Maccabee has suggested. This is a good thought.

Chairman Finley thanked everyone for their input, the Board appreciates this.

Commissioner Norgard moved the following recommendation, seconded by Commissioner McCarty.

R90-116
Whereas, Ramsey County Regional Railroad Authority has identified I-94 as the tentative preferred alignment for LRT in the Midway Corridor for purposes of the Draft Environmental Impact Statement for the Midway Corridor, Now Therefore, Be It

Resolved, That a draft resolution outlining in writing the reasons that were verbally articulated for that decision will be reviewed at the next Regional Railroad Authority meeting and before the resolution is circulated.

Roll Call: Ayes - 7, Nays - 0 This was a roll call vote.
Motion adopted.

4. Update on Northeast Corridor Alignment Study

Ms. DeSpiegelaere discussed the ridership forecast alignment - this has been completed for the Northeast Corridor, and they range from 9,600 to 12,100 LRT riders per day in 2010. Travel Time for the various alignments range from 22.7 to 26.4 minutes, and the alignments vary in the number of stations.

Ms. DeSpiegelaere mentioned that many of the Board Members have received a copy of Tom Dimond's resolution passed by the City asking that Arcade Street be considered and examined as a potential alignment. This is in response to the resolution which the RCRRA has passed indicating its concerns about the right-of-way and the impact of LRT on that alignment. She has had a meeting with our consultant, and they are putting together some information that has already been gathered for the next meeting of the Corridor Task Force on December 3rd, to discuss that matter with them. She hopes for our next Meeting in December to have additional information on the Northeast Corridor.

Chairman Finley commented that he thinks the ridership is good.

Commissioner Norgard has a comment on Washington County, they have also tried to buy their right of way from our County Line to their County Line, and they cannot receive a BN commitment on price, so they have committed to purchase this if possible, so that will make a big difference in the ridership for this particular line.

Commissioner Schaber added that there is a City Council resolution which now adds that the RRA acquire the right of way for LRT, not the City of St. Paul so there is some movement regarding that issue.

5. Update on Light Rail Transit Coordination Plan

Ms. DeSpiegelaere said tomorrow morning there is a Peer Review Session on the Regional Coordination Plan, this is by invitation only, from 8:00 to 1:30 at Earle Brown Center, and all Board Members have been invited.

Some of the panelists include policy makers from Los Angeles, Santa Clara County to deal with issues the Coordination Plan covers. This will be on implementation agency for LRT, and the turnkey approach.

Tomorrow evening there will be a Public Hearing on the Coordination Plan at the RTB.

6. Ratify Partial Payment No. 12 to BRW, Inc. in the amount of \$213,660.52.

Commissioner Norgard moved the following recommendation, seconded by Commissioner Salverda.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional services of BRW, Inc. for the purpose of conducting Phase I Preliminary Engineering/Environmental Impact Statement studies for the Midway Corridor; and

WHEREAS, Ramsey County Regional Railroad Authority Agreement Number RCRRA-89-003, and the First Amendment thereto, govern the performance of services of and terms of payment to BRW, Inc.; and

R90-77 **WHEREAS, BRW, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through August 31, 1990; and**

WHEREAS, To ensure timely payment for services rendered in accordance with Agreement No. RCRRA 89-003, the Ramsey County Regional Railroad Authority authorized (Resolution R89-70) the Director of Light Rail Transit Planning to process payments to BRW, Inc. for work completed and invoiced in accordance with the agreement; and

WHEREAS, Resolution R89-70 requires submittal of invoice and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation; Now, Therefore, Be It

WHEREAS, BRW, Inc. Invoice No. 59542, Partial Payment No. 12, and attachments thereto, provide the correct documentation of payments due BRW, Inc. through August 31, 1990; Now, Therefore, Be It

RESOLVED, Payment to BRW, Inc. in the amount of \$213,660.52 for Ramsey County Regional Railroad Authority's share of services rendered through August 31, 1990 is hereby ratified.

Roll Call: Ayes - 7, Nays - 0.
Motion adopted.

7. Ratify Partial Payment No. 5 to SRF, Inc. in the amount of \$19,494.68

Commissioner Norgard moved the following recommendation, seconded by Commissioner Salverda

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional services of Strgar-Roscoe-Fausch, Inc. for the purpose of conducting alignment studies for the Northeast Corridor; and

WHEREAS, Ramsey County Regional Railroad Authority Agreement Number RCRRA-90-001, govern the performance of services of and terms of payment to Strgar-Roscoe-Fausch, Inc.; and

WHEREAS, Strgar-Roscoe-Fausch, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through September 30, 1990; and

R90-78
WHEREAS, To ensure timely payment for services rendered in accordance with Agreement No. RCRRA 90-001, the Ramsey County Regional Railroad Authority authorized (Resolution R90-) the Director of Light Rail Transit Planning to process payments to Strgar-Roscoe-Fausch, Inc. for work completed and invoiced in accordance with the agreement; and

WHEREAS, Resolution R90- requires submittal of invoice and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation; Now, Therefore, Be It

WHEREAS, Strgar-Roscoe-Fausch, Inc. Invoice No. 5, Partial Payment No. 5, and attachments thereto, provide the correct documentation of payments due Strgar-Roscoe-Fausch, Inc. through September 30, 1990; Now, Therefore, Be It

RESOLVED, Payment to Strgar-Roscoe-Fausch, Inc. in the amount of \$19,494.68 for Ramsey County Regional Railroad Authority's share of services rendered through September 30, 1990 is hereby ratified.

Roll Call: Ayes - 7, Nays - 0
Motion adopted.

There being no further matters to come before this Board, Chairman Finley declared the meeting adjourned.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

2

Chairman Finley
Originating Department
John T. Finley /s/ 12/5/90
Authorized Signature Date

Board Action Requested

CHAIRMAN'S COMMENTS

Request Justification

Budgeting and Accounting _____
County Attorney _____
Risk Manager _____
Data Processing _____
Previous Action taken on Request _____

Date / Time
Received By

Comments / Recommendation

Documentation certified complete for:

Committee / Meeting Date

Signature

Date

Committee / Meeting Date

Signature

Date

December 11, 1990

Board Date

F. L. Slendering
Signature

12/5/90

Date



Ramsey County Regional Railroad Authority

316 Courthouse, St. Paul, Minnesota 55102 612-298-4145 / FAX 292-6689

John T. Finley, Chairman

District 3

Duane W. McCarty, Vice Chairman

District 1

Warren W. Schaber, Secretary

District 6

Ruby Hunt, Treasurer

District 5

Diane Ahrens

District 4

Hal Norgard

District 7

Donald Salverda

District 2

MEMORANDUM

TO: Michael Ehrlichmann, Chairman, Regional Transit Board
Members of the Regional Transit Board

FROM: Commissioner John T. Finley, Chairman,
Ramsey County Regional Railroad Authority

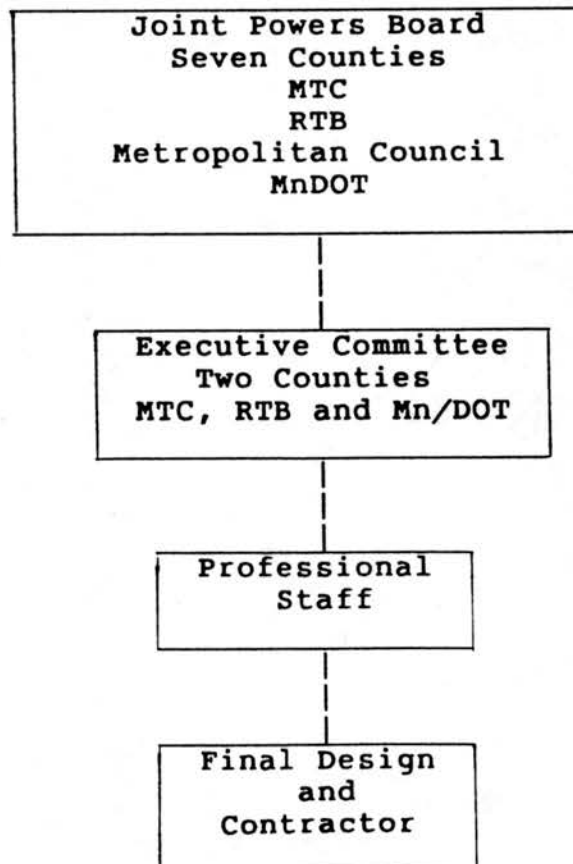
SUBJECT: Draft Light Rail Transit Regional Coordination Plan

DATE: December 6, 1990

I would like to make the following amendments to the Light Rail Transit Coordination Plan and they are as follows:

1. At page 5, under Organization Plan, we would add a sentence after the fourth sentence after the word "oversight." We would add "That such program management oversight could include final design and construction in alignments that lie within the highway right of way so that highway construction and LRT construction can be provided by the same State agency. (Mn/DOT).
2. At page 6, after the second sentence of the second full paragraph, we should insert, "If the alignment lies within the State highway corridor, Mn/DOT shall be the designer and builder for the final design and construction.
3. At page 6, under Schedule and Budget, that we delete the part of the first sentence starting, "Which would include 1/2 cent dedicated to LRT construction and 1/2 cent returned to counties and municipalities within the seven county metropolitan area for transportation purposes."
4. A new paragraph should be inserted in the Executive Summary and the full report which would call for the Joint Powers Board to consist of members from each of the seven counties in the metropolitan area, the Regional Transit Board, Mn/DOT, the Metropolitan

Transit Commission, and Metropolitan Council. The Joint Powers Board should have executive committees overseeing the day-to-day planning, design, and construction of the specific corridors. The Executive Committee should consist of members of the two counties through which a line passes, an MTC representative and an RTB representative. If the line is on a highway corridor, then Mn/DOT shall have a representative on this Executive Committee. Professional staff people from each of the agencies represented on the Executive Committee shall perform the staff function for the Executive Committee with the professional management reporting to the Executive Committee. The Joint Powers Board would have responsibility for overseeing the entire development in the seven county metropolitan area but only those areas which are most directly affected would have the representation at the staff and Executive Committee level. If Mn/DOT had the final design and construction because the alignment is within a highway corridor, the project director would be similar to a general contractor and report to the Executive Committee's professional staff.



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

3

Regional Railroad Authority

Originating Department

K. DeSpiegelaere
Authorized Signature

12/3/90
Date

Board Action Requested

Adopt Midway Corridor LRT Draft EIS
for purposes of public review

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed resolution
 2. Memorandum from K. DeSpiegelaere
 3. Draft EIS

Budgeting and Accounting

County Attorney

Risk Manager

Data Processing

Previous Action taken on Request

Date / Time

Received By

Comments / Recommendation

Documentation certified complete for:

Committee / Meeting Date

Committee / Meeting Date
December 11, 1990

Board Date

Signature

Signature

Signature

Date

Date
12/5/90

Date



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

No. _____

WHEREAS, Ramsey County Regional Railroad Authority has completed information for a Draft Environmental Statement for LRT for the Midway Corridor; Now, Therefore, Be It

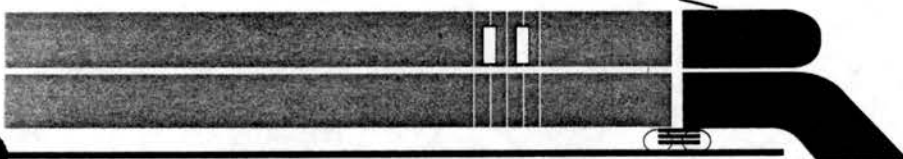
RESOLVED, That the Draft Environmental Impact Statement for LRT for the Midway Corridor is adopted for purposes of public review and comment.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Diane Ahrens	_____	_____	_____
John T. Finley	_____	_____	_____
Ruby Hunt	_____	_____	_____
Duane W. McCarty	_____	_____	_____
Hal Norgard	_____	_____	_____
Don Salverda	_____	_____	_____
Warren W. Schaber	_____	_____	_____

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

316 Courthouse, St. Paul, Minnesota 55102 612-298-4145 / FAX 292-6689

John T. Finley, Chairman

District 3

Duane W. McCarty, Vice Chairman

District 1

Warren W. Schaber, Secretary

District 6

Ruby Hunt, Treasurer

District 5

Diane Ahrens

District 4

Hal Norgard

District 7

Donald Salverda

District 2

MEMORANDUM

TO: Ramsey County Regional Railroad Authority
Commissioners
Terry Schutten, Executive Director

FROM: Kathryn DeSpiegelaere, Director of LRT Planning *KS*

SUBJECT: Approval of Midway Corridor LRT Draft EIS for
Public Review

DATE: December 2, 1990

The Draft Environmental Impact Statement (EIS) for LRT in the Midway Corridor has been completed by BRW. A copy is attached for your consideration and approval for purposes of public review.

The plan includes analysis of four alternatives: No Build, LRT on Soo Line/I-94, LRT on University Avenue and LRT on Burlington Northern/Pierce Butler Route. Chapter 1 is a summary of the document.

Ramsey County Regional Railroad Authority has previously indicated that its tentative preferred alternatives are LRT along the Soo Line/I-94 alignment and a surface alignment along Cedar and Fourth Streets in Downtown St. Paul. Further analysis will be completed in the Capitol area.

The Draft EIS will be circulated for public review. Two public forums have been scheduled by Ramsey County Regional Railroad Authority (December 10, West Minnehaha Recreation Center and December 13, University of St. Thomas, both at 7 P.M.) and two public hearings have been scheduled (February 25, 7 P.M., Concordia College; February 26, 3 P.M., Council Chambers of Courthouse). You previously approved an extensive notification process for these meetings, including ads in local newspapers and a door-to-door distribution of the announcements of the hearings to approximately 60,000 homes and businesses in the Midway Corridor.

Page 2.

The communication/hearing process exceeds minimum requirements: one public hearing is required and the comment period has been extended at the request of District Councils in St. Paul. The forums are being held as an opportunity for people to become informed before the hearings, at which testimony will be taken on the Draft EIS.

Hennepin County Regional Railroad Authority has scheduled a public forum on December 17 and a public hearing on February 26, both at 7 P.M.

Approximately 300 copies of the complete Draft EIS will be distributed. Summaries will be made available to all who request them and the complete report will be made available to the public for review and copying at public libraries in the Midway Corridor.

During the comment period, the Intergovernmental Committee and Midway Corridor Task Force will continue to analyze information on the Midway Corridor and will make recommendations to Ramsey County Regional Railroad Authority. The Downtown Task Force has indicated a willingness to serve further as an advisory group to Ramsey County Regional Railroad Authority as issues develop where its involvement could be beneficial.

The comment period on the Draft EIS will remain open until March 13, 1991. After that date, comments will be analyzed and discussion will occur with you about changes to be made before the Final Environmental Impact Statement is issued.

Recommendation:

A resolution has been prepared for your consideration.

KD:pah
Attachment

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

4

Regional Railroad Authority

Originating Department

K. DeSpiegelaere
Authorized Signature

12/3/90
Date

Board Action Requested

Authorize request for grant funds in amount of \$75,000 from Mn/DOT and RTB and authorize staff to solicit proposals for architectural drawings for tunnel and surface alternatives for LRT on the Capitol Mall.

ACTION IS REQUESTED

Request Justification

- See attached: 1. Proposed resolution
2. Memorandum from K. DeSpiegelaere

Budgeting and Accounting

County Attorney

Risk Manager

Data Processing

Previous Action taken on Request

Date / Time

Received By

Comments / Recommendation

Documentation certified complete for:

Committee / Meeting Date

Committee / Meeting Date

December 11, 1990

Board Date

Signature

Date

Signature

Date

Signature

Date

F. L. Henderson
Signature

12/5/90
Date



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

No. _____

WHEREAS, Ramsey County Regional Railroad Authority has completed work for a Draft Environmental Impact Statement for LRT for the Midway Corridor that includes information on a surface alternative along 12th Street in the Capitol area; and

WHEREAS, The Capitol Area Architectural and Planning Board has indicated a preference for a tunnel alignment for LRT in the Capitol area; and

WHEREAS, Before detailed engineering work on a tunnel alternative is undertaken, it has been recommended by Capitol Area Architectural and Planning Board staff and Ramsey County Regional Railroad Authority staff that architectural drawings of elements associated with both a tunnel and a surface LRT alternative on the Capitol Mall be obtained; Now Therefore, Be It

RESOLVED, That the Chairman of Ramsey County Regional Railroad Authority is authorized to request from the Minnesota Department of Transportation and the Regional Transit Board that grant funds that have been awarded to Ramsey County Regional Railroad Authority for Phase II Preliminary Engineering for the Midway Corridor be made available to fund 50% of the cost of the Capitol area work proposed. The total cost of the architectural drawings and associated engineering is anticipated not to exceed \$150,000 and therefore the amount of grant funds requested will be \$75,000; and Be It Further

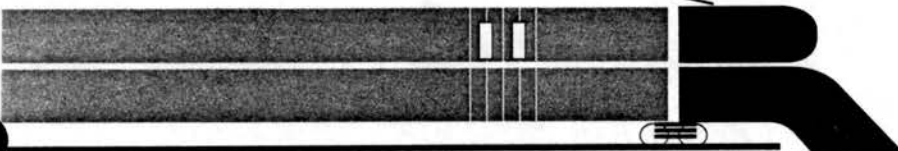
RESOLVED, That staff of Ramsey County Regional Railroad Authority is authorized to issue a request for proposal for the architectural work and to negotiate a contract for that work at a cost not to exceed \$110,000.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Diane Ahrens	_____	_____	_____
John T. Finley	_____	_____	_____
Ruby Hunt	_____	_____	_____
Duane W. McCarty	_____	_____	_____
Hal Norgard	_____	_____	_____
Don Salverda	_____	_____	_____
Warren W. Schaber	_____	_____	_____

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

316 Courthouse, St. Paul, Minnesota 55102 612-298-4145 / FAX 292-6689

John T. Finley, Chairman

District 3

Duane W. McCarty, Vice Chairman

District 1

Warren W. Schaber, Secretary

District 6

Ruby Hunt, Treasurer

District 5

Diane Ahrens

District 4

Hal Norgard

District 7

Donald Salverda

District 2

MEMORANDUM

TO: Ramsey County Regional Railroad Authority Commissioners
FROM: Kathryn DeSpiegelaere, Director of LRT Planning *7.2*
SUBJECT: LRT in Capitol Area
DATE: December 3, 1990

The purpose of this memorandum is to outline a recommended course of action for future work for LRT in the Capitol area. The recommendation is that additional exploration of the aesthetics of a surface alternative on the Capitol Mall and the aesthetics of a tunnel on the Capitol Mall occur before engineering work is undertaken to a greater level of detail for a tunnel alternative on the Mall.

There are time constraints to completing this work so that Capitol area work is not significantly lagging behind the other portions of the Midway Corridor and Downtown St. Paul LRT studies.

BACKGROUND

Through the course of the Midway Corridor LRT project, work on the Capitol area has narrowed the number of alternative alignments being considered there. The factors important to the various entities involved in LRT work do not always coincide. The critical issue has been the ability to provide transit service to a central location without compromising the aesthetics of the Capitol area. At the same time, the cost of providing such service cannot be ignored.

The Midway Corridor Draft Environmental Impact Statement will include information on a surface alternative on 12th Street, south of the Capitol Mall, south of the Veteran's Service Center, and north of I-94, in the Capitol Area. Although a tunnel location with a station in the center of the Mall was studied, it was not analyzed in sufficient detail to meet the requirements of the Final Environmental Impact Statement because of time constraints. The Capitol Area Architectural and Planning Board (CAAPB) unanimously recommended that a tunnel alignment is the preference in the Capitol area.

The CAAPB staff memorandum of November 5 indicated, "Since a station central to the Capitol Mall is critical, and a tunnel alignment is recognized at this time as the only route providing this option ... we recommend the Board remain open to reassess this alignment preference should the County and their consultants in the process of further study develop an alternative that provides for a central Capitol Mall station by means of another alignment."

COMPARISON OF SURFACE AND TUNNEL ALTERNATIVES

A detailed comparison of the surface and tunnel LRT alternatives has been completed and the critical issues are:

1. How can LRT best serve the Capitol Area from a transit perspective?
2. How can the integrity of the Capitol Mall be preserved with LRT?
3. What compromises need to be made in the first two issues in order to provide sufficient service to the Capitol area at a reasonable cost? There is no functional reason why LRT must be underground in the Capitol area. Are there other reasons that dictate that a more costly underground solution is a necessity?

RECOMMENDED COURSE OF ACTION

Ramsey County Regional Railroad Authority and CAAPB staff have met and agreed upon a course of action to be recommended to you:

1. The issue of service to the Capitol area requires greater written documentation.
2. Before additional detailed engineering study of a tunnel for LRT on the Capitol Mall occurs, consideration will be given to obtaining architectural drawings of (a) a tunnel portal and surface elements associated with an underground station and their impact on the Capitol Mall plans and (b) a surface LRT station on the Capitol Mall. Firms to be considered will receive requests for proposals. It will be a requirement that the firms have backgrounds in both architecture and engineering for rail systems. The firms will include (1) Wallace, Roberts and Todd (Chicago); (2) Roma (San Francisco); (3) Zimmer Gunsul Frasca (Portland).

In order to complete the architectural drawings, some additional engineering work will be necessary.

The cost for the engineering work for surface and tunnel architectural drawings, to be performed by BRW or its tunneling subconsultant, will not exceed \$40,000. The cost for the architectural work, to be performed by a consultant to be selected by RCRRA after a review of proposals, will not exceed \$110,000. The total maximum cost will not exceed \$150,000.

RECOMMENDATIONS

A resolution is attached for your consideration that contains these actions:

1. Authorize the Chairman of Ramsey County Regional Railroad Authority to request from the Minnesota Department of Transportation and the Regional Transit Board that grant funds that have been awarded to RCRRA for Phase II Preliminary Engineering for the Midway Corridor be available to fund 50% of the cost of the Capitol area work proposed. The amount requested will not exceed 50% of \$150,000 or \$75,000. This is the maximum cost of the architectural drawings preparation (\$110,000) and the supporting engineering work (\$40,000).
2. Authorize staff of RCRRA to issue a request for proposal for the architectural work and to negotiate a contract for that work at a cost not to exceed \$110,000.

ADDITIONAL INFORMATION

This proposed work will need to be supplemented by additional engineering work on a tunnel or surface alternative in the Capitol area, when one alternative is selected, in order to meet the requirements for a Final Environmental Impact Statement.

Ramsey County Regional Railroad Authority has not included this work in its adopted 1991 budget. At the time the proposals are reviewed and a recommendation is made to you to select a particular firm, the matter of financing the work will be addressed.

KD/blk
Attachment

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

5

Regional Railroad Authority

Originating Department

K. DeSpiegelaere 12/3/90
Authorized Signature Date

Board Action Requested

Update on Regional Coordination Plan

DISCUSSION ONLY

Request Justification

A verbal report will be given by Chairman Finley and Kathryn DeSpiegelaere on progress on the Regional LRT Coordination Plan

Budgeting and Accounting <u>Ed Glandt</u> County Attorney <u>David Mac Keith</u> Risk Manager _____ Data Processing _____ Previous Action taken on Request _____		Date / Time _____ Received By _____
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Comments / Recommendation

Documentation certified complete for:

Committee / Meeting Date

Signature

Date

Committee / Meeting Date
December 11, 1990

Signature

Date

Board Date

Signature

Date

F. L. Henderson

12/5/90

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

6

Regional Railroad Authority	Board Action Requested Update on Rail Coordination meeting
Originating Department	
<u>K. DeSpiegelaere</u>	DISCUSSION ONLY
Authorized Signature	
<u>12/3/90</u>	
Date	

Request Justification

A verbal report will be given by Commissioner Duane McCarty, Dave MacMillan and Kathryn DeSpiegelaere on the Rail Coordination meeting held on November 29 in Hinckley, Minnesota.

Budgeting and Accounting <u>Ed Kleanitz</u>	Date / Time Received By
County Attorney <u>D. MacMillan</u>	
Risk Manager _____	
Data Processing _____	
Previous Action taken on Request _____	

Comments / Recommendation

Documentation certified complete for:

Committee / Meeting Date	Signature	Date
Committee / Meeting Date	Signature	Date
December 11, 1990	<u>J. L. Glendinning</u>	<u>12/5/90</u>
Board Date	Signature	Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

7

Regional Railroad Authority

Originating Department

K. DeSpiegelaere
Authorized Signature

12/3/90
Date

Board Action Requested

Update on Northeast Corridor Alignment Study

DISCUSSION ONLY

Request Justification

See attached memorandum from K. DeSpiegelaere with material from SRF

Budgeting and Accounting

County Attorney

Risk Manager

Data Processing

Previous Action taken on Request

Date / Time

Received By

Comments / Recommendation

Documentation certified complete for:

Committee / Meeting Date

Committee / Meeting Date
December 11, 1990

Board Date

Signature

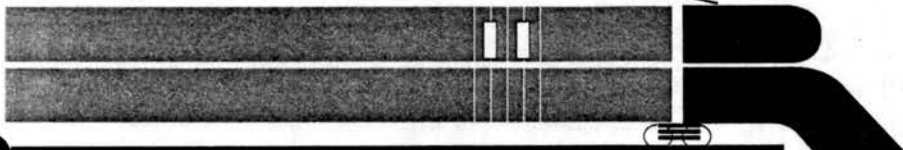
Date

Signature

Date

F. L. Glendon
Signature

12/5/90
Date



Ramsey County Regional Railroad Authority

316 Courthouse, St. Paul, Minnesota 55102 612-298-4145 / FAX 292-6689

John T. Finley, Chairman

District 3

Duane W. McCarty, Vice Chairman

District 1

Warren W. Schaber, Secretary

District 6

Ruby Hunt, Treasurer

District 5

Diane Ahrens

District 4

Hal Norgard

District 7

Donald Salverda

District 2

MEMORANDUM

TO: Ramsey County Regional Railroad Authority
Commissioners
Terry Schutten, Executive Director

FROM: Kathryn DeSpiegelaere *7/9*

SUBJECT: Update on Northeast Corridor Alignment Study

DATE: December 2, 1990

The Northeast Corridor Alignment Study is progressing. A copy of information distributed to the Northeast Corridor Task Force for its December 6 meeting is attached. The Intergovernmental Committee is expected to take action on this material on December 18, and you will be requested to take action at your first meeting in January.

A meeting is scheduled for December 5 with District 5 Community Council's Land Use Committee to discuss the Arcade Street alignment. The staff and consultant recommendation to be made to the Northeast Corridor Task Force on Arcade Street is that sufficient analysis of Arcade Street at a potential location for LRT has been undertaken to indicate that further analysis is not warranted.

This matter is being discussed with you at your December meeting because it is timely, even though you will not be asked to take action on it until January, after the Intergovernmental Committee has considered it.

Recommendation:

For your information.

KD:pah
Attachment



STRGAR-ROSCOE-FAUSCH, INC.
CONSULTING ENGINEERS
TRANSPORTATION ■ CIVIL ■ STRUCTURAL ■ PARKING ■ LAND SURVEYORS

AGENDA ITEM THREE

SRF No. 0901380

MEMORANDUM

TO: Kathryn DeSpiegelaere
FROM: Strgar-Roscoe-Fausch, Inc.
DATE: November 29, 1990
SUBJECT: NORTHEAST CORRIDOR ALIGNMENT STUDY
ALIGNMENT SUMMARY

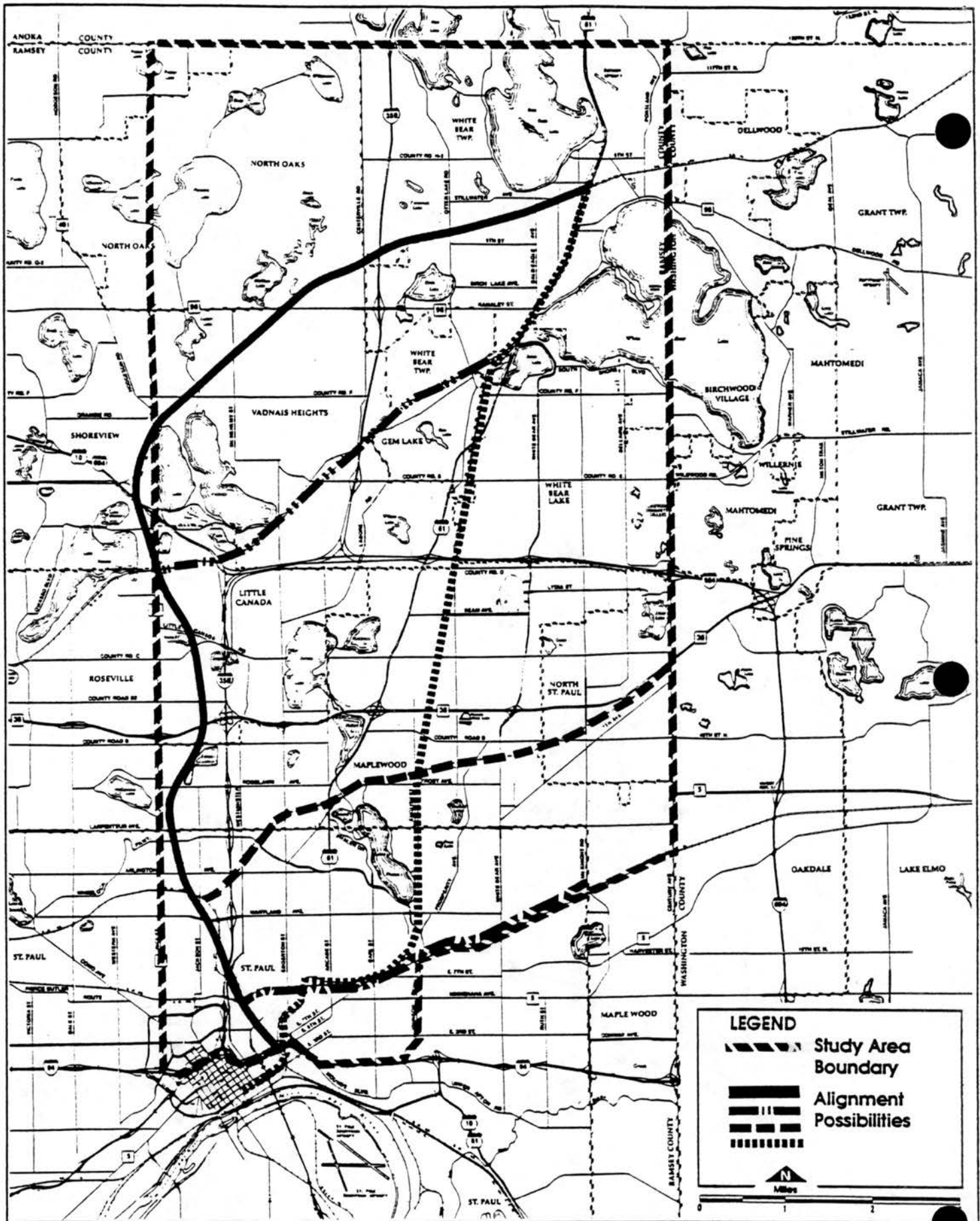
The process for identifying a preferred alignment for the Northeast Corridor followed two steps. In the first step, the realm of potential alignment alternatives was developed. After analysis of basic information about them, they were narrowed to a manageable set of alternatives to receive additional, more detailed study.

The purpose of this memorandum is to summarize, step by step, the manner in which the current alignments have emerged from this process.

Step One--Selecting Alignment Alternatives

A large number of possible alignments within the study area were initially identified (Figures 1 and 2). In order to develop a reasonable number of alternatives, all possible alignments were screened against the following first level evaluation criteria:

1. Serve most of the study area
2. Serve major trip generators
3. Minimize route circuitry and travel time
4. Capability for high-speed transit service
5. Have adequate right-of-way (ROW) width



Northeast Corridor LRT Alignment Study

Figure 2

Alignment alternatives or segments that were recommended not to be studied beyond the first level screening included:

1. Soo Line Railroad Alignment and CNW Railroad/McKnight Road Alignment--These alignments were dropped because they do not fully serve the study area, provide inadequate service to transit trip generators, and have circuitous routing.
2. I-35E North of Highway 96--was dropped because it provides inadequate service to transit generators (White Bear Lake).
3. The following alternative alignments were dropped due to inadequate right-of-way:
Arcade: East Seventh to Wheelock Parkway.
T.H. 61: Wheelock Parkway to Munger Trail; Goose Lake
East Seventh Street: Entire
White Bear Avenue: Entire
4. Maryland Avenue, Prosperity Avenue, Parkway Drive and other local streets were dropped due to inadequate right-of-way and/or because they are not capable of high-speed transit service.
5. T.H. 36 and I-694 were dropped because they provide circuitous routing for full length radial alignments.
6. Mississippi/Westminster/Soo Line Railroad--segments were eliminated due to right-of-constraints and slow LRT speeds.

Step Two--Selecting A Preferred Alignment

The adopted evaluation criteria for selecting a preferred LRT alignment include:

1. Projected daily LRT ridership
2. Estimated new transit riders (impact on congestion)
3. Travel time
4. Estimated capital cost
5. Estimated operating costs
6. Right-of-way acquisition required
7. Economic impacts
8. Traffic and parking impacts

9. Pedestrian, handicapped and trail user impacts (access, safety)
10. Neighborhood impacts (noise, visual)
11. Potential for other significant environmental impacts (wetlands)
12. Compatibility with existing plans (city, park, etc.)

Information collection and analysis regarding these criteria is continuing. Based upon this analysis and actions of the advisory committees and the Ramsey County Regional Railroad Authority, the selected study alignments have been further refined.

1. Burlington Northern Railroad Alignment

Based upon engineering analysis, a connection into downtown St. Paul is recommended via the Burlington Northern Railroad going under I-94, over active railroad lines and the proposed East CBD Bypass and under Lafayette Freeway. Based upon the Midway Corridor Environmental Impact Study work, the preferred LRT alignment in downtown St. Paul is at-grade on Cedar and Fourth Streets. Connection of a Northeast Corridor Burlington Northern alignment to Fourth Street can be via Prince and Broadway or Fifth and Broadway (south or north of the Gillette Plant).

2. Munger Trail/T.H. 61 Alignment

A downtown connection to Cedar Street is recommended via 12th Street and a bridge structure from 12th/Jackson to the median of I-35E at approximately University Avenue. A connection to downtown via Westminister/Mississippi Street/Soo Line Railroad was screened out due to right-of-way constraints and local impacts. This routing is recommended for all alignments using portions of I-35E. LRT would operate on I-35E to the Munger Trail and then on the west side of T.H. 61.

An Arcade Street/T.H. 61 alignment has not been actively studied due to concerns of the Rail Authority regarding insufficient right-of-way on Arcade Street. In September the Rail Authority asked the City of St. Paul to demonstrate its commitment to the Arcade Street alternative by taking specific steps. In October, the City requested the Rail Authority to complete the study of the Arcade Street alignment. See attached copies of resolutions. The Rail Authority will consider the matter.

3. Munger Trail/Burlington Northern Alignment

For study evaluation purposes, this alternative was established as a stand-alone alignment. LRT would operate on 12th Street, I-35E, Munger Trail and primarily abandoned Burlington Northern right-of-way to White Bear Lake.

4. I-35E/Burlington Northern Alignment

LRT would operate on 12th Street, I-35E, active Burlington Northern right-of-way to White Bear Lake.

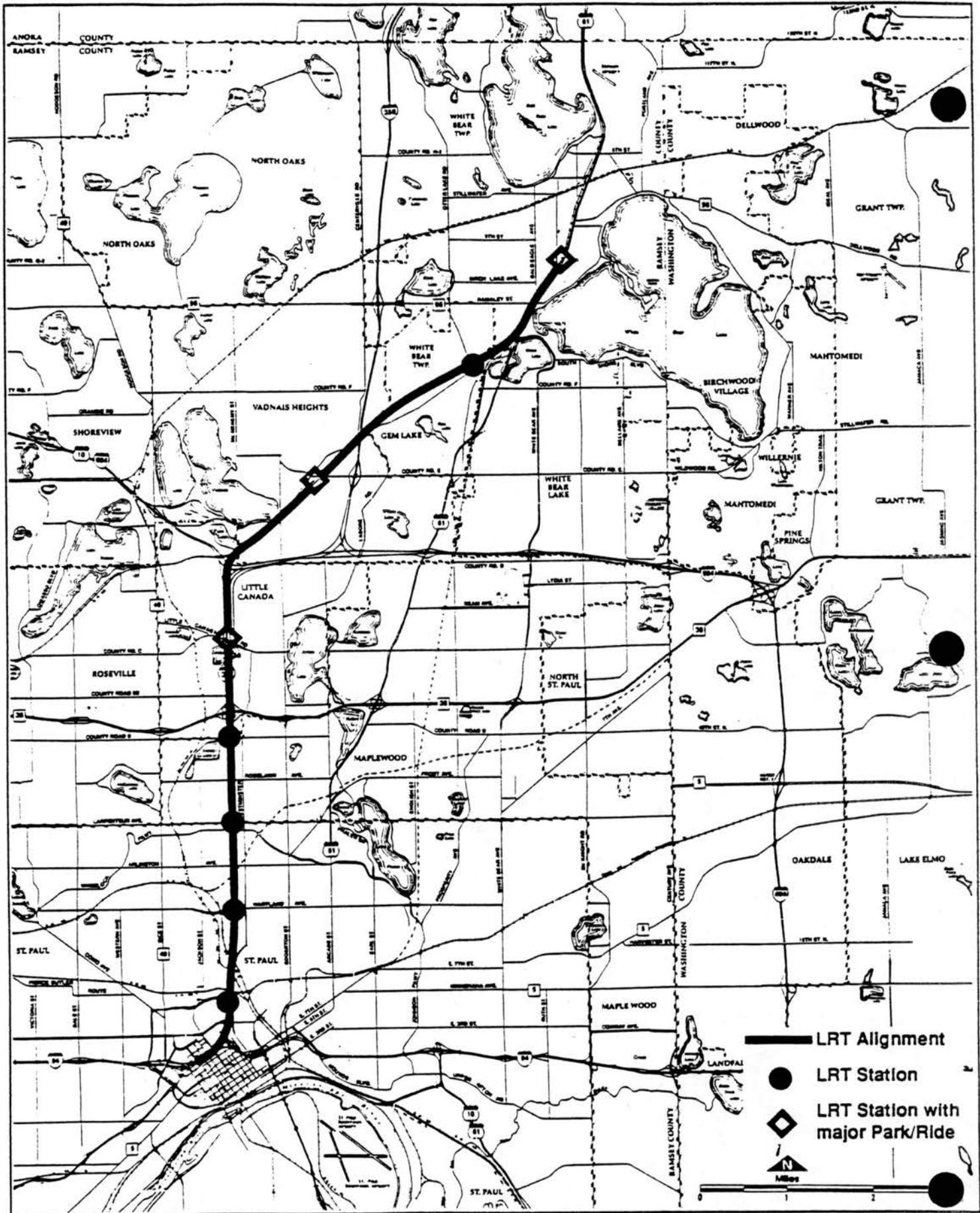
Summary characteristics of the current alignments are shown in Table 1. The alignments are shown in Figures 3 through 6. Further refinement of alignments may occur as a result of continued analysis and committee/authority recommendations and actions.

WG:bba

TABLE 1
SUMMARY OF ALIGNMENT CHARACTERISTICS
NORTHEAST CORRIDOR ALIGNMENT STUDY

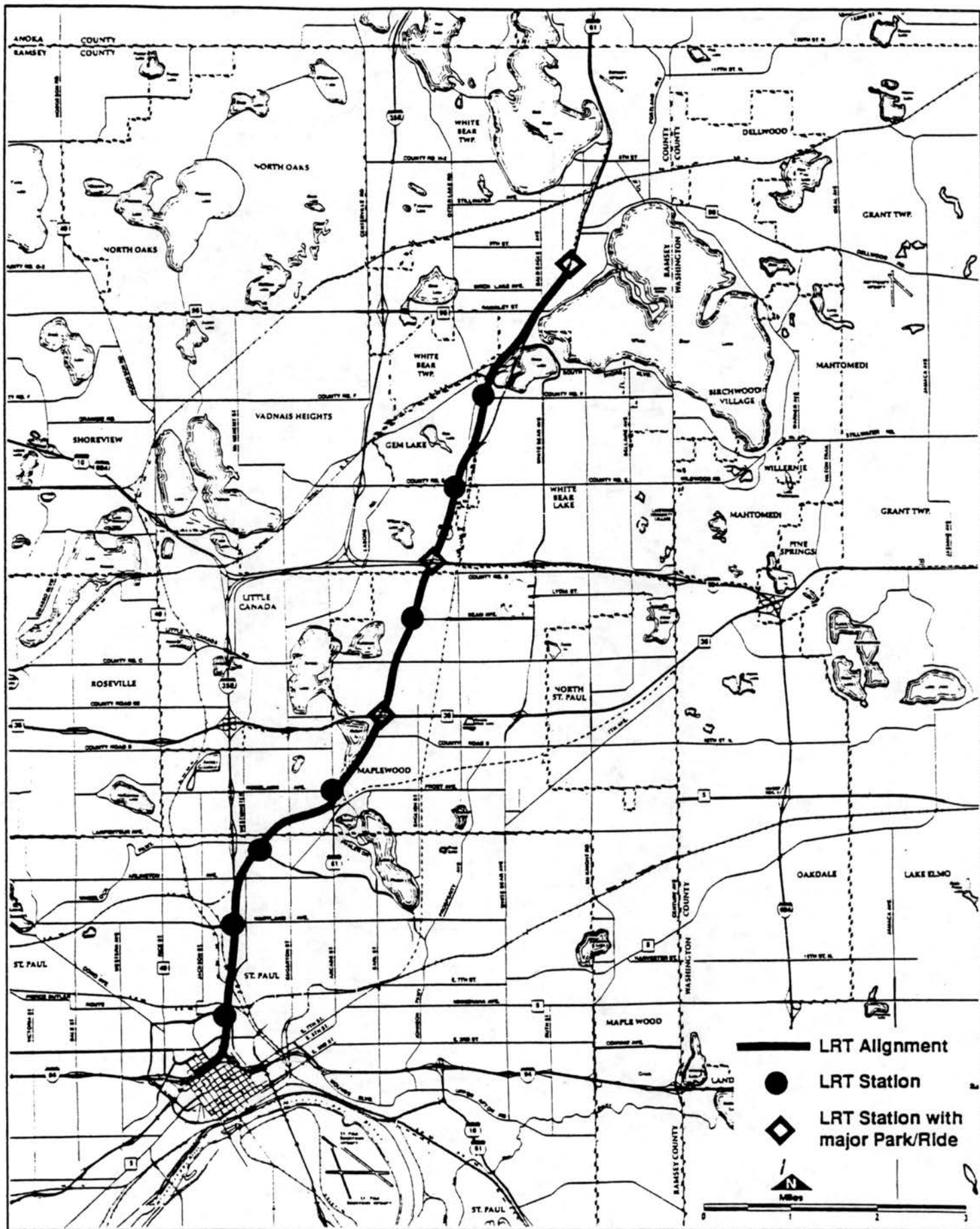
Criteria	I-35E/BN	Munger/T.H. 61	BN	Munger/BN
1. Projected Ridership - 2010 Daily LRT Riders	11,600	9,600	12,100	10,800
2. New Riders - 2010 Daily LRT Riders	To be Added			
3. Travel Time - One-Way From St. Paul CBD to White Bear Lake	23 Minutes	26 Minutes	26 Minutes	26 Minutes
- Route Length	11.5 Miles	10.7 Miles	11.1 Miles	11.2 Miles
4. Capital Costs - Number of Stations	To be Added 10	12	15	13
5. Operating Costs	To be Added			
6. Right-of-Way - Primary Types	Freeway/ Railroad	Trail/ Expressway	Railroad	Trail/ Railroad
- Constraints	Few	Some	Few	Few
7. Economic Impacts	To be Added			
8. Traffic/Parking Impacts - At-Grade Crossings	10	33	13	15
- Other	To be Added			

	I-35E/BN	Munger/T.H. 61	BN	Munger/BN
9. Pedestrian/Handicapped/ Trail User Impacts		To be Added		
- Access				
- Safety				
10. Neighborhood Impacts		To be Added		
- Noise				
- Other				
11. Environmental Issues		To be Added		
12. Compatibility with Land Use Plans		To be Added		



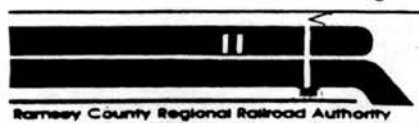
Northeast Corridor LRT Alignment Study

Figure 3



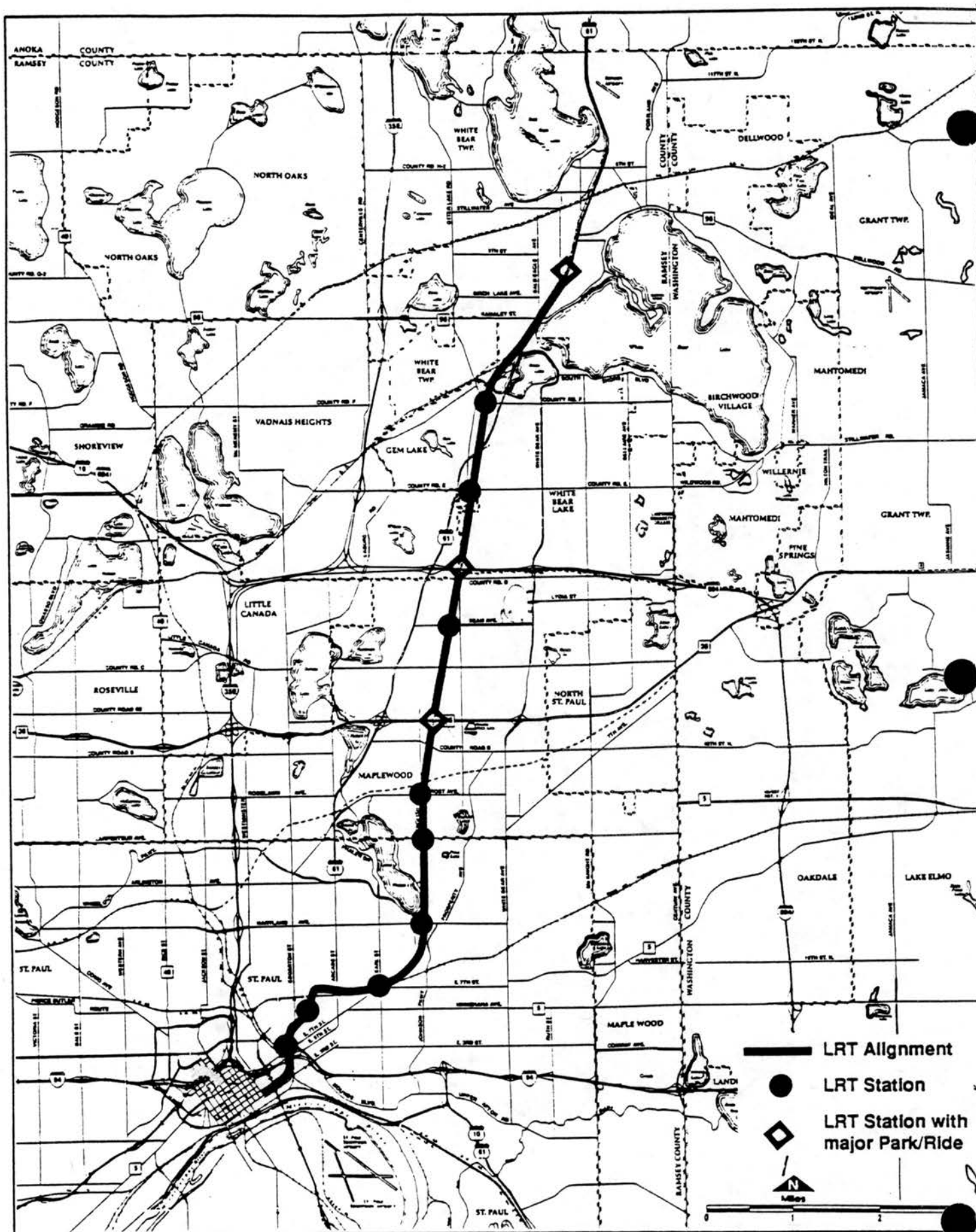
Northeast Corridor LRT Alignment Study

Figure 4



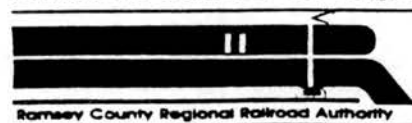
SRF

Munger Trail/T.H. 61 Alignment



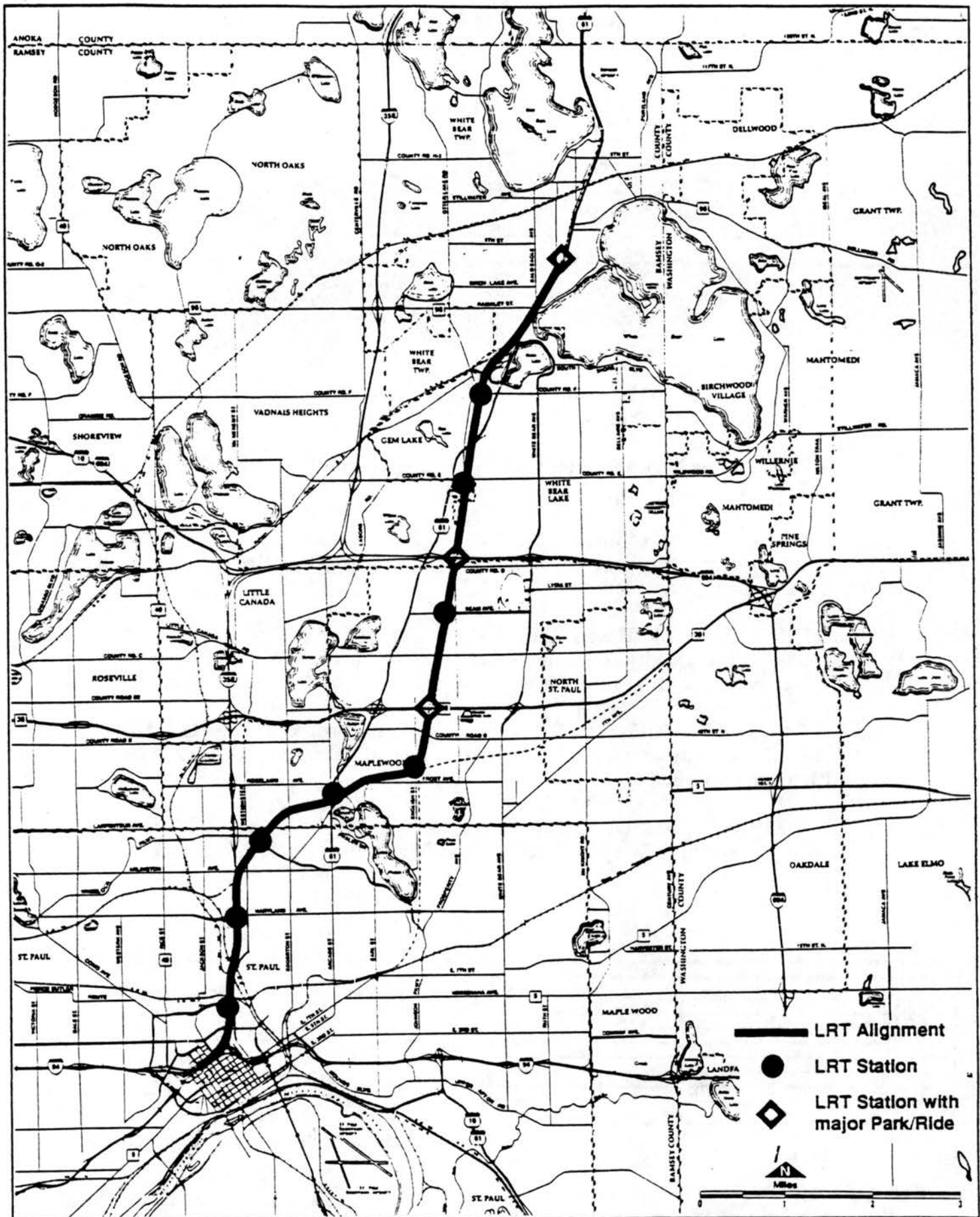
Northeast Corridor LRT Alignment Study

Figure 5



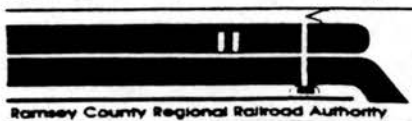
SRF

Burlington Northern Alignment



Northeast Corridor LRT Alignment Study

Figure 6



SRF

Munger Trail/BN Alignment

ORIGINAL

Council File # 901820

Green Sheet # _____

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

Presented By _____

Referred To _____

Committee: Date _____

WHEREAS, St. Paul is committed to an open process of reviewing all alternative alignments in the Northeast Corridor; and

WHEREAS, it has been recommended by the neighborhood that an alignment along Arcade should be studied; and

WHEREAS, approval of an alignment by MNDOT, business, or the neighborhood prior to the study being completed is inappropriate and is not being requested of the other alignments being considered;

THEREFORE, BE IT RESOLVED, that the City of St. Paul requests the Ramsey County Regional Rail Authority to complete the study of the Arcade Street Alignment along with the other potential alignments being considered for the Northeast Corridor, and the City does not prefer any alignment at this time.

BE IT FURTHER RESOLVED, that the City will work with the Rail Authority on this alignment, as it has on all other alignments, to analyze traffic, access, relocation, economic and land use implications.

BE IT FINALLY RESOLVED, that the agency responsible for LRT is responsible for acquiring the right-of-way for LRT on all alignments, not the City of St. Paul.

	Yeas	Nays	Absent
Dimond	✓		
Goswitz	✓		
Long	✓		
Maccabee	✓		
Rettman	✓		
Thune	✓		
Wilson	✓	0	

Adopted by Council: Date OCT 9 1990

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date OCT 11 1990

By: _____

Requested by Department of: _____

By: _____

Form Approved by City Attorney

By: Don L 10/5/90

Approved by Mayor for Submission to Council

By: _____



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: August 28, 1990

No. R90 -

Page 1 of 2

WHEREAS, Ramsey County Regional Railroad Authority has reviewed comments made on proposed alignments for study for potential locations for LRT in the Northeast Corridor at the LRT forum by advisory committees and by citizens; and

WHEREAS, It has been recommended that the Northeast Corridor LRT Alignment Study consider further an alignment along Arcade Street from East Seventh Street to Wheelock Parkway within the City of St. Paul; and

WHEREAS, These comments have been carefully considered; and

WHEREAS, Arcade Street is currently under the jurisdiction of the Minnesota Department of Transportation; and

WHEREAS, Arcade Street has a width of 60 feet and the minimum desirable width on Arcade Street in order to accommodate LRT is 93 feet; and

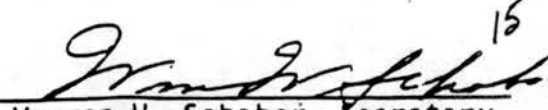
WHEREAS, In order for Arcade Street to be considered further for LRT it would be necessary to alter the character of existing land uses; and

WHEREAS, The proposal to consider LRT further on Arcade Street would require strong support from the City of St. Paul; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority will consider Arcade Street further as a potential alignment for light rail transit only if by November 20:

1. The City Council of St. Paul adopts a resolution that indicates support for additional consideration of LRT along Arcade Street in the Northeast Corridor and an understanding of the implications of insufficient right of way for LRT on the street at this time; and
2. The Council in its resolution indicates a commitment to an analysis of the traffic, access, relocation and economic/land use implications if LRT is to be considered further on Arcade Street; and

John T. Finley, Chairman

By  15
Warren W. Schaber, Secretary



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: August 28, 1990

No. R90 -

page 2 of 2

3. There is an understanding that the agency responsible for LRT will not absorb the land use/transportation costs associated with acquiring sufficient right of way to accommodate LRT on Arcade Street; and
4. Neighborhood, business and Minnesota Department of Transportation concurrence has been received by the City of St. Paul for the proposed LRT study of Arcade Street by Ramsey County Regional Railroad Authority before November 20; and
5. The continued assessment of LRT on Arcade Street is still desired by the City Council of St. Paul at that time.

John T. Finley, Chairman

By Warren W. Schaber 16
Warren W. Schaber, Secretary

SRF

STRGAR-ROSCOE-FAUSCH, INC.

CONSULTING ENGINEERS

TRANSPORTATION ■ CIVIL ■ STRUCTURAL ■ PARKING ■ LAND SURVEYORS

AGENDA ITEM FOUR

SRF No. 0901380

MEMORANDUM

TO: Kathryn DeSpiegelaere
FROM: Strgar-Roscoe-Fausch, Inc.
DATE: November 29, 1990
SUBJECT: NORTHEAST CORRIDOR ALIGNMENT STUDY
ISSUES REVIEW

Several special issues exist for the Northeast Corridor Alignment study. These issues will be addressed through additional analysis and committee discussion.

1. Sub-Alignments (attached)

Interest has been expressed in LRT operation on Highway 36 and I-694. Currently no alternative alignments include these roadways.

2. Service to Maplewood Mall (attached)

With the current LRT alignments being considered, service to the Mall is accomplished through feeder bus connections. The exception is the I-35E/Burlington Northern alignment where the Mall is outside the LRT service area.

3. Arcade Street (attached)

Information on potential LRT operation on Arcade Street is attached.

4. Joint Trail/LRT Use

Issues associated with joint trail/LRT use will be evaluated. These include a review of experience elsewhere and design considerations with respect to safety, access, security, noise and environmental concerns.

5. Safety/Neighborhood Issues

Alignments will be assessed in relation to the type of alignments and the neighborhoods through which LRT would pass. Of particular concern are pedestrian access to

Suite 150, One Carlson Parkway North, Minneapolis, Minnesota 55447

612/475-0010

FAX 612/475-2429

1. SUB-ALIGNMENTS

LRT could operate either on Highway 36 or I-694 as east-west connections between I-35E and either T.H. 61 or the Burlington Northern. The segments would substitute for the Munger Trail segment or the Burlington Northern segment through Vadnais Heights.

Highway 36:

LRT speeds on an alignment using Highway 36 would be faster than the Munger Trail/T.H. 61 alternative or the Burlington Northern alternative. However, ridership would likely be lower than other alignments. Compared to an I-35E/Burlington Northern alignment, there would be far few LRT riders coming from north and west of I-35E. A Highway 36 alignment could also expect fewer riders out of the Lake Phalen area. Highway 36 would require complete reconstruction and widening for LRT to operate in the median. Right-of-way restrictions may exist in the Keller Lake/Gervais Lake area and also where bridge structures are needed for the transition from Highway 36 to I-35E and from Highway 36 to either T.H. 61 or the Burlington Northern right-of-way.

I-694:

Similar to a Highway 36 routing, an alignment with operation on I-694 would be expected to attract fewer riders than an I-35E/Burlington Northern or Burlington Northern alignment which have the highest ridership projections. The overall alignment would be longer and slower than an I-35E alignment without corresponding gains. The overall service area population would be less than either of these other alignments. Freeway reconstruction through the I-35E/I-694 commons area to accommodate LRT would be very expensive.

Summary

LRT operation on Highway 36 or I-694 introduces circuitry into the radial corridor, would be relatively more expensive to construct, and would likely attract fewer riders than competing alignments.

Recommendation

Continue study of adopted alignments and do not pursue study of LRT on Highway 36 or I-694 alignments due to higher costs and lower LRT ridership.

2. SERVICE TO MAPLEWOOD MALL

With the current alignments under study, service from Maplewood Mall to the nearest LRT station is accomplished through feeder bus, except for the I-35E/Burlington Northern alignment. Feeder buses would operate at a relatively high frequency with timed-transfers to meet trains at LRT stations. On the Burlington Northern alignment, feeder buses would run from the Mall down Beam Avenue to the Beam/Burlington Northern elevated station--a distance of three-quarters of a mile. On the Munger Trail/T.H. 61 alignment, feeder buses would travel from the Mall to the end of Beam Avenue where the Beam/T.H. 61 at-grade station is proposed--a distance of one mile.

Other options for transit service between the Mall and the mainline LRT alignment include a deviation of the LRT alignment itself, a separate spur LRT line requiring a transfer, and shuttle bus service. While there are alternative routings for an LRT deviation to the Mall (in and out via Beam, a loop along Beam and County Road D, etc.), the minimum additional travel time introduced would be approximately two minutes in the case of the Burlington Northern alignment and three minutes for the Munger/T.H. 61 alignment.

This additional travel time adds 8 percent and 12 percent respectively in the overall travel time of the alignments. This is expected to produce approximately a 5 percent decrease in daily ridership. While the Mall does generate some LRT trips, the small net increase in such riders compared to the feeder bus plus LRT scenario is more than offset by the delays introduced for the entire LRT route and those taking through trips.

An LRT spur line at some future date would eliminate the delay for the majority of riders, but would also generate considerable additional capital and operating expense. Perhaps 300 to 500 riders per day would be expected to use this spurline. A more cost-effective solution that offers a higher level of service than conventional feeder buses may be dedicated shuttle bus service between the Mall and LRT stations.

Recommendation

As a major trip generator in the region, Maplewood Mall must be well served by transit. While direct connections of LRT to the Mall do not appear warranted at this time, LRT and other transit options should continue to be addressed in future studies.

3. LRT OPERATION ON ARCADE STREET (T.H. 61)

The Ramsey County Rail Authority is considering further study of LRT on Arcade Street as expressed by the City of St. Paul. Following is a brief summary of the characteristics of an LRT alignment that includes operation on Arcade Street.

Right-of-Way

Substantial additional right-of-way is required for LRT to operate on Arcade Street. From York Street to Wheelock Parkway (approximately one mile), the existing street has two 10-foot traffic lanes plus a parking lane on each side of the street. On some blocks the parking lanes become traffic lanes during peak hours. In addition, there is a sidewalk or boulevard on each side of the street for a total right-of-way of 60 feet.

Double-track LRT running down the center of Arcade Street requires a minimum of 27 feet of right-of-way. At station platforms (which could be located at York, Maryland, and Wheelock), the required right-of-way would expand to 39 feet for a distance of 320 feet with an additional length for tapers. State aid standards require an urban roadway with this traffic volume (13,000 average daily traffic) to have four traffic lanes totalling 52 feet in width. Thus, on a reconstructed Arcade Street, the total right-of-way for LRT, four traffic lanes, two parking lanes, and sidewalks would be as much as 131 feet or more than double the existing right-of-way of 60 feet.

Beyond Wheelock Parkway to Roselawn (about 1 mile), the Arcade T.H. 61 right-of-way widens to 170 feet.

LRT Operating Speeds/At-Grade Crossings

The maximum LRT speed on Arcade would be 25 mph. The overall alignment travel time would likely be several minutes slower than the Munger Trail/T.H. 61 and other alignments. The number of at-grade street crossings on Arcade from York to Wheelock is 18; from Wheelock to Roselawn there are 9. The total alignment would have 54 at-grade crossings versus 33 for Munger/T.H. 61 and 10 to 15 for the other alignments.

Estimated LRT Ridership

For the full-length alignment (Burlington Northern/Arcade/T.H. 61), the estimated daily ridership is 10,700. The ridership estimates for other alignments are:

Munger/T.H. 61	=	9,600
Munger/Burlington Northern	=	10,800
I-35E/Burlington Northern	=	11,600
Burlington Northern	=	12,100

Affected Buildings

Construction of LRT would require right-of-way acquisition along one side of Arcade Street. Buildings potentially affected include:

Segment	Commercial	Residential	Church	School
<u>East</u>				
York to Maryland	23	7	0	0
Maryland to Wheelock	<u>12</u>	<u>6</u>	<u>1</u>	<u>1</u>
	35	13	1	1
<u>West</u>				
York to Maryland	27	3	0	0
Maryland to Wheelock	<u>16</u>	<u>2</u>	<u>0</u>	<u>1</u>
	43	5	0	1

The YMCA is also located on the west side of Arcade.

Transitions to Other Alignment Segments

LRT would connect from Arcade Street on the south to Burlington Northern right-of-way using a 1,900 foot bridge structure passing behind Seeger Square/Hardees down into the cut section.

For LRT connecting from Arcade Street/T.H. 61 to the west side of T.H. 61, a signalized at-grade crossing or bridge crossing would be needed in the vicinity of Roselawn.

Recommendation

Sufficient study of LRT on Arcade Street has been completed to indicate that further consideration is not warranted. Due to severe right-of-way constraints and the very high number of at-grade crossings, LRT operation on Arcade Street is not recommended.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

8

Regional Railroad Authority

Originating Department

K. DeSpiegelaere 12/3/90
Authorized Signature Date

Board Action Requested

Approve the South Corridor Alignment/Scoping Study contract and authorize the Chairman of RCRRA to sign the contract on behalf of RCRRA

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed resolution
 2. Memorandum from K. DeSpiegelaere
 3. Agreement and supporting exhibits
 4. Letter from BRW identifying project staffing provisions

Budgeting and Accounting

County Attorney

Risk Manager

Data Processing

Previous Action taken on Request

Date / Time

Received By

Comments / Recommendation

Documentation certified complete for:

Committee / Meeting Date

Committee / Meeting Date
December 11, 1990

Board Date

Signature

Signature

Signature

Date

Date

12/5/90

Date



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

No. _____

WHEREAS, Resolution R90-61 authorized Ramsey County Regional Railroad Authority staff to negotiate a contract with BRW, Inc. for an LRT study for the South Corridor with the caveat that BRW must demonstrate that it has added sufficient staff to perform the work in a timely and efficient manner, subject to concurrence by the Dakota County Regional Railroad Authority; and

WHEREAS, RCRRA staff has completed negotiations with BRW, Inc. and the Dakota County Regional Railroad Authority for an alignment/scoping study for light rail transit in the South Corridor and developed a professional services agreement and supporting documentation; and

WHEREAS, BRW has submitted a letter identifying project staffing provisions which will ensure timely and efficient execution of all study tasks and contract requirements; Now, Therefore, Be It

RESOLVED, That Professional Services Agreement DCRRA/RCRRA-90-002 providing for an alignment/scoping study for light rail transit in the South Corridor is approved, subject to concurrent approval by the Dakota County Regional Railroad Authority; and Be it Further

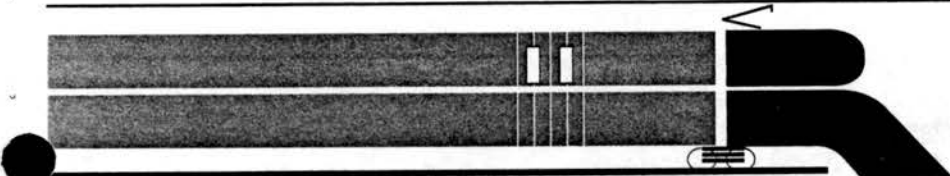
RESOLVED, That the Chairman of Ramsey County Regional Railroad Authority is authorized to sign the agreement on behalf of the Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Diane Ahrens	_____	_____	_____
John T. Finley	_____	_____	_____
Ruby Hunt	_____	_____	_____
Duane W. McCarty	_____	_____	_____
Hal Norgard	_____	_____	_____
Don Salverda	_____	_____	_____
Warren W. Schaber	_____	_____	_____

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

316 Courthouse, St. Paul, Minnesota 55102 612-298-4145 / FAX 292-6689

John T. Finley, Chairman

District 3

Duane W. McCarty, Vice Chairman

District 1

Warren W. Schaber, Secretary

District 6

Ruby Hunt, Treasurer

District 5

Diane Ahrens

District 4

Hal Norgard

District 7

Donald Salverda

District 2

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
Terry Schutten, Executive Director

From: Kathryn DeSpiegelaere, Director of LRT Planning *FL*

Subject: South Corridor Contract
Alignment/Scoping Study

Date: December 3, 1990

On September 11 the Rail Authority authorized staff to negotiate a contract with BRW, Inc., subject to concurrence by the Dakota County Regional Railroad Authority, for an LRT study for the South Corridor. A caveat to the authorization required BRW to demonstrate that it has added sufficient staff to perform the work in a timely and efficient manner.

We have completed negotiation of a professional services agreement between BRW, Inc. and the Ramsey and Dakota County Regional Railroad Authorities. for the completion of Alignment/Scoping Studies for the St. Paul South Corridor. The contract and associated exhibits are attached for your review and approval. Also attached is a letter from BRW identifying sufficient staffing to ensure timely and efficient work performance.

The total cost of the work is estimated to be \$169,045.00. Ramsey and Dakota County shares are approximately \$47,332.60 (28%) and \$121,712.40 (72%), respectively. The cost split will be refined in accordance with more detailed review of alignment options and complexities during project initiation.

The agreement provides for Dakota and Ramsey County to participate jointly in all aspects of the project. It is anticipated, however, that Dakota County will play a stronger role in overall project direction, commensurate with its larger financial obligation.

The project will be completed over a period of nine months. The work plan has been structured to address long range alignment issues extending as far south as T.H. 55 and also to complete the scoping phase of the State Environmental Impact Statement process for the segment (St. Paul to TH 110) included in Group B of the Regional Development and Financial Plan. Subject to the successful narrowing of alignment alternatives during the scoping study, work tasks provide for completion of patronage forecasts using the regional model and an analysis of economic development issues.

Recommendation

Approve the South Corridor LRT study contract and authorize the Chairman of the RCRRA to sign the contract on behalf of the Authority.

AGREEMENT BETWEEN DAKOTA COUNTY REGIONAL RAILROAD AUTHORITY
AND RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
AND BRW, INC.
FOR CONSULTANT WORK FOR THE ST. PAUL SOUTH LIGHT RAIL TRANSIT STUDY
AGREEMENT NO. DCRRA/RCRRA-90-002

This Contract is made and entered into between the Dakota County Regional Railroad Authority (DCRRA), Ramsey County Regional Railroad Authority (RCRRA), hereinafter collectively the "Authorities" and BRW, Inc., a Wyoming Corporation doing business in the State of Minnesota as BRW Planning, Transportation, and Engineering, Inc., hereinafter the "Consultant".

WHEREAS, the Authorities desire professional consulting services for an alignment and scoping study for Light Rail Transit in the St. Paul South Corridor; and

WHEREAS, the Consultant desires to and is capable of providing the necessary professional consulting services according to the terms and conditions stated herein; and

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows::

1. DEFINITIONS

- 1.1 Definitions. Unless the language or context clearly indicates that a different meaning is intended, the following words, terms and phrases, for purposes of this contract shall have the meanings hereinafter assigned to them.
- 1.2 "Authorities" refers to Dakota County Regional Railroad Authority and Ramsey County Regional Railroad Authority.
- 1.3 "DCRRA" refers to Dakota County Regional Railroad Authority.
- 1.4 "RCRRA" refers to Ramsey County Regional Railroad Authority.
- 1.5 "Consultant" refers to BRW, Inc.
- 1.6 "Parties" refers to DCRRA, RCRRA, and BRW, Inc. or their designated representatives.

2. TERM

- 2.1 Term. This AGREEMENT shall be in effect from the date of execution by all PARTIES, or from the commencement of services hereunder, whichever is first, and shall remain in effect for the next consecutive 12 months or until all work under this AGREEMENT is completed, whichever occurs first unless otherwise agreed to in writing by all PARTIES.

- 2.2 Provision of Services. The PARTIES shall comply with the project schedule for the provision of services generally described in Exhibit A, Preliminary Work Plan unless revised by all PARTIES in writing.

3. CONSULTANT'S AND AUTHORITIES RIGHTS AND OBLIGATIONS

- 3.1 General Description. The CONSULTANT shall provide the following services generally described as:

professional light rail transportation consulting services for the preparation of alignment and scoping studies for the St. Paul South Corridor.

- 3.2 Basic Services of the CONSULTANT. Services to be provided are set out in Exhibit A, "Preliminary Work" Plan which is attached and incorporated herein by reference. Task 1 will result in a refined, more detailed work plan. When the refined Detailed Work Plan is completed, and approved by all PARTIES, it will be substituted for the Preliminary Work Plan, which is attached hereto and incorporated herein as Exhibit A. The final products of the work performed under this AGREEMENT will include: Alignment Report, EAW/Scoping Document, Patronage Forecasts and Economic Analysis and supporting memorandums.

The CONSULTANT shall prepare a draft of the Detailed Work Plan, pursuant to this AGREEMENT, which will be submitted to DCRRA and RCRRA for review prior to approval. DCRRA, RCRRA, and the CONSULTANT shall meet and confer, if necessary, to discuss proposed changes, modifications, or additions to the plan. The plan shall define and reflect the roles of all PARTIES, and shall define the approximate termini of the St. Paul South LRT corridor. The final Detailed Work Plan must be approved by both AUTHORITIES or designated representatives, provided, however, that those portions of the plan which solely affect a portion of the project located within one county need only the approval of that county's AUTHORITY.

The CONSULTANT shall deliver the completed technical reports, supporting documentation, and related materials and all authorized work on the project within the time schedule set forth herein and as further refined in completion of Task 1 of the work plan or as revised or extended in accordance with agreement provisions. The CONSULTANT shall not undertake Parts 2 (Patronage Forecasts) and Part 3 (Economic Analysis) until the AUTHORITIES or their designated representatives provide written permission to do so. The PARTIES shall jointly determine if sufficient information exists to proceed with Patronage Forecasts and Economic Analysis before granting permission to undertake Parts 2 and 3 of the Work Program (EXHIBIT A).

In the event the DCRRA and RCRRA cannot agree on the Detailed Work Plan, either Authority may terminate their obligations under this AGREEMENT subject to provisions in 7.21.

- 3.3 Applicable Statutes, Regulations and Guidelines. In performance of services specified in this agreement, the CONSULTANT shall give recognition to the requirements of applicable statutes, regulations, and guidelines with respect to light rail transit location, design, environmental impact, funding, and other planning considerations. Applicable statutes, regulations, and guidelines shall include, but not be limited to:
1. United States Department of Transportation, Urban Mass Transportation Administration Manuals, guidelines, and standards, including:
 - a. Urban Mass Transportation Act of 1964, as amended (Pub. L. 95-599);
 - b. Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. 100-17); and
 - c. Department of Transportation regulations, 49 Code of Federal Regulations.
 2. National Environmental Policy Act of 1969, as amended (Pub. L. 91-190).
 3. Council of Environmental Quality NEPA regulations, 40 Code of Federal Regulations.
 4. Section 4(f) of Public Law 89-670
 5. Section 6(f) of Public Law 88-578
 6. Environmental Policy Act of 1973, Minnesota Statutes Chapter 116D.
 7. Environmental Quality Board regulations, Minnesota Rules Chapter 4410, as amended.
 8. Presidential Executive Order No. 11988 (Flood Plain Management).
 9. Presidential Executive Order No. 11990 (Wetlands).
 10. Critical Areas Act of 1973, Minnesota Statutes Chapter 116G and related regulations.
 11. National Historic Preservation Act. (Pub L. 89-185).

3.4 DCRRA and RCRRA shall be individually responsible for and have the authority to direct the CONSULTANT on the community participation aspects of the project as they pertain to those portions of the proposed system lying within their respective geographic jurisdiction. To the extent possible, however, both AUTHORITIES shall work together to establish a uniform system of community participation. The CONSULTANT shall bill the respective AUTHORITIES, pursuant to Section 4 of the AGREEMENT, for the community participation activities the CONSULTANT performs on behalf of that AUTHORITY.

3.5 The DCRRA will have primary responsibility for administering the contract and coordinating work performed by the CONSULTANT. With respect to decisions which have corridor-wide or system-wide implications, it is understood and agreed that the Authorities have equal rights and responsibilities to consult with and direct and control the activities of the CONSULTANT. With respect to decisions and activities which affect a segment of the St. Paul South Corridor lying solely within the boundaries of one county, the AUTHORITY in whose county that segment is located shall take the lead in direction and control of CONSULTANT'S work. With respect to decisions and activities which affect the entire corridor, representatives of the AUTHORITIES shall confer with one another and shall agree on the direction and control to give the CONSULTANT. In the event that the representatives cannot agree, this AGREEMENT may be terminated subject to provisions of Section 7.21.

3.6 Additional Services of the Consultant. Additional Services, may be requested of the CONSULTANT, in writing, either jointly by the DCRRA and the RCRRA, in which case the cost of such Additional Services shall be allocated according to the formula established in this AGREEMENT, or separately, by either the DCRRA or RCRRA, in which case the AUTHORITY requesting the Additional Services shall negotiate all agreements for and be responsible for all costs associated therewith. Nothing in this paragraph shall give either AUTHORITY the right to order Additional Services of the CONSULTANT which will affect the line as it lies in the other AUTHORITY'S county, or delay completion of the CONSULTANT'S Basic Services, as defined in the Detailed Work Plan, without the express written consent of said AUTHORITY. Additional services are defined as follows:

1. Preparation of applications and supporting documents for government grants, loans or advances in connection with the project. Review and evaluation of the effect on the planning requirements of the project of any statements or documents prepared by others.
2. Additional services due to significant changes in general scope of the Alignment and Scoping Study attached Exhibit A (Preliminary Work Plan), including,

but not limited to, change of size, and complexity of character.

3. Preparing supporting data and other services in connection with change orders if the change is due to causes beyond the control of the CONSULTANT and is inconsistent with the original planning intent.
4. Providing services after issuance to the AUTHORITIES of the final certificate of payment, except for clarification of information, findings, or recommendations provided in the technical report resulting from execution of this agreement.
5. Providing services of professional consultants for other than the normal consulting services for the project, not otherwise provided for in this AGREEMENT.
6. Serving as an expert witness for the AUTHORITIES in any litigation or other proceedings involved in the project.
7. Additional services in connection with the project not otherwise provided for in this AGREEMENT.

Payment for these additional services shall be made in accordance with Section 4.

- 3.7 The DCRRA, RCRRA and CONSULTANT shall meet and negotiate a percentage formula for allocation of costs of CONSULTANT'S services under this AGREEMENT. Said allocation shall be based, in part, upon the percentage relationship that the mileage located with each AUTHORITY'S county bears to the mileage of the entire St. Paul South Corridor and, in part, upon the degree of difficulty anticipated for the work to be done within each of the counties. The final cost allocation agreement shall be reduced to writing, signed by both AUTHORITIES, and shall become a part of this Agreement. It is estimated that allocation percentages are approximately 72% and 28% for DCRRA and RCRRA, respectively.
- 3.8 The DCRRA and RCRRA have the right to obtain any and all data and information collected for the St. Paul South Corridor by the CONSULTANT. Neither the DCRRA or the RCRRA shall have the right to use or disseminate any information concerning the other AUTHORITIES portion of the line without the consent of the AUTHORITY or designated representative until such time as the information becomes a matter of public record. The CONSULTANT shall not release data or information collected for the St. Paul South Corridor without consent of the appropriate AUTHORITY(S) or designated representative.

- 3.9 The AUTHORITIES shall, at their expense, have primary responsibility for providing data and documents relevant to those portions of the project which lie within their respective counties. Data and documentation provided by the AUTHORITIES shall remain the property of the providing AUTHORITY until such time as the data is incorporated into the work of the CONSULTANT or otherwise becomes public record.

The AUTHORITIES shall:

1. Provide information in a timely manner as to their requirements for the project.
 2. Assist the CONSULTANT by placing at his disposal available information pertinent to the project. This information shall include but not be limited to technical reports, existing transit/traffic/planning studies and reports, aerial photographs, base maps, layouts, and profiles which AUTHORITIES may have in its possession or immediate access to. All data and documentation thereof shall remain the property of the AUTHORITIES and shall be returned to the AUTHORITIES when so requested.
 3. Make best efforts to provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform his work under this agreement.
 4. Give prompt written notice to the CONSULTANT whenever the AUTHORITIES observe or otherwise become aware of any defect in the project.
 5. Bear all costs incidental to compliance with the requirements of AUTHORITIES' responsibility.
 6. Arrange for publication in local newspapers for all required public notices and hearings, and be responsible for all publication fees.
 7. Coordinate Community Participation as identified in Exhibit A.
 8. Pay the cost of public agency review fees, if applicable.
- 3.10 The CONSULTANT shall proceed with the work upon joint authorization from the AUTHORITIES. Each AUTHORITY may authorize the CONSULTANT to proceed with work which affects that portion of the light rail transit line lying wholly within the limits of its own county. If the CONSULTANT'S work on either of the Authorities' individual segments necessarily involves work on the other AUTHORITY'S segment,

then the CONSULTANT shall perform the work on both segments as needed. Any extension of time granted the CONSULTANT must have approval of both AUTHORITIES, except as provided above.

4. PAYMENT

- 4.1 The CONSULTANT shall be compensated for work on studies, evaluations, technical and graphics information, and the final technical and planning reports as provided for in attached Exhibit A. on the basis of established hourly billing rates set forth in Exhibit B. The hourly rates identified in Exhibit B shall remain in effect until March 31, 1991. Prior to March 1, 1991, the CONSULTANT shall provide the AUTHORITIES with a new schedule of rates which, upon approval by the AUTHORITIES, shall become effective April 1, 1991.

Hourly Rate. The hourly billing rate, as set forth in Exhibit B, shall mean the cost of salaries and wages paid to principals and employees engaged directly on the project including, but not limited to, planners, engineers, surveyors, technicians, drafters, specifications writers, estimators, stenographers and clerks, including the cost of fringe benefits including, but not limited to, Social Security contributions, unemployment, excise and payroll taxes; Workers Compensation, health and retirement benefits, incentive compensation, sick leave, vacation and holiday pay applicable thereto, and professional fee.

- 4.2 The following reimbursable expenses representing actual expenditures made by the CONSULTANT, his employees, or his professional consultants specifically for the project are not included in Basic Services and shall be paid for as direct expenses subject to the provisions of this agreement and approval of the AUTHORITIES:

1. The actual costs incurred by the CONSULTANT in retaining the services of subconsultants which are necessary to accomplish the work required by the agreement.
2. Transportation expense, equal in amount to employee reimbursement up to .27/mile and parking or other expenses allowable under the Minnesota Travel Regulations for services in completion of Exhibit A.
3. Fees paid, in the name of the AUTHORITIES, for seeking approval of authorities having jurisdiction over the project.
4. Approved graphics, printing, special mailings, aerial photographs, presentation, and reproduction expenses.

5. Other special travel and expenses connected therewith required in connection with the project subject to Section 4.4, #2.

- 4.3 The CONSULTANT shall be paid within 60 days after receipt of an itemized invoice and supporting documentation by the AUTHORITIES as set forth in paragraph 4.4. Payment shall not exceed the value of demonstrably accomplished work through the date of invoice.

Total payments to the CONSULTANT for professional services and reimbursable expenses under Section 3 shall not exceed \$169,045, except as provided for by supplemental agreement to this AGREEMENT.

- 4.4 Itemized Invoice and Supporting Documentation . Itemized invoice and supporting documentation shall be provided in accordance with the following provisions:

1. Professional services fees shall be documented with a schedule including the name of employee, classification, current hourly billing rate, hours worked, and total cost for each period.
2. Claimed expenses shall be supported with necessary documentation to show that such costs are allocable to the project and reasonable in amount. All major expenses, those in excess of \$1,000 per occurrence, shall be approved by the AUTHORITIES prior to their being incurred.
3. Overtime premium pay for work or services performed by the CONSULTANT or his subconsultants will not be authorized. Hours worked in excess of regularly scheduled work days or on holidays will be reimbursed at the regular hourly rates.

Payments to the CONSULTANT for services rendered shall be in accordance with the following:

- a) The CONSULTANT shall use its best efforts to allocate costs and expenses in accordance with the terms and formula established by this AGREEMENT.

Actual costs borne by each AUTHORITY shall be in accordance with the allocation of costs as determined by section 3.7 of this agreement.

- b) Both AUTHORITIES shall receive a monthly invoice and supporting documentation. The invoice will identify the tasks performed, the percentage allocation to each AUTHORITY, and the dollar amount due from each AUTHORITY. Each AUTHORITY shall pay the CONSULTANT within sixty (60) days of

receipt of the invoice. In the event there is a dispute between the AUTHORITIES as to their respective share of a payment, each AUTHORITY shall pay the CONSULTANT according to the CONSULTANT'S invoice. Thereafter, the CONSULTANT shall appoint a neutral third party, not employed by the CONSULTANT or either AUTHORITY, who is familiar with the CONSULTANT'S billing reasons, who shall determine the proper allocation of the disputed cost between the AUTHORITIES after both AUTHORITIES have the opportunity to voice and explain their objection to the allocation. If the neutral third party reallocates the costs, the AUTHORITIES shall between themselves adjust the payments. The neutral third party's decision as to cost allocation is binding on the parties and not appealable. The costs of any such third party evaluation shall be borne by the AUTHORITY requesting the reallocation.

- c) The DCRRA estimated share of total cost is \$121,712.40; the RCRRA estimated share of such total is \$47,332.60. Changes in the estimated share are subject to Provision 3.7. The CONSULTANT shall notify the affected AUTHORITIES when its charge for work performed reaches ninety percent (90%) of the above stated maximums. The CONSULTANT shall not perform additional work on behalf of an AUTHORITY which has been so notified in writing unless authorized to proceed by the affected PARTIES. Additional Services which have been requested by one AUTHORITY or both, shall not be considered when determining whether or not charges to an AUTHORITY are at the 90% level. Additional Services requested by the AUTHORITIES pursuant to Section 3.6 of this AGREEMENT shall be billed separately by the CONSULTANT.
- d) Reimbursable expenses in excess of \$1,000, as defined in Section 4.2 of the AGREEMENT, must be authorized by both the DCRRA and the RCRRA, if they are to be incurred on behalf of both AUTHORITIES. If the expenses are to be incurred on behalf of only one of the AUTHORITIES, approval must be obtained from the AUTHORITY on whose behalf they are incurred. The AUTHORITIES shall either approve or deny such payment within five (5) working days after receipt of the request by the CONSULTANT. Failure to approve or deny shall be deemed to be approval, and the CONSULTANT shall be entitled to incur and be reimbursed for expense.

- e) Expenses for graphics, printing, special mailings, aerial photographs, presentation and reproduction expenses shall be charged jointly to the DCRRA and RCRRA if they affect the entire project, and separately to the requesting AUTHORITY if they are solely for the benefit of said AUTHORITY.
- f) Fees paid to other agencies pursuant to Section 3.9 of this Agreement shall be charged jointly to the AUTHORITIES unless only one of the AUTHORITIES need obtain the approval which causes the fee, in which case said AUTHORITY shall be solely responsible for such fees.
- g) In addition to all invoice documentation required by Section 4.4 of this AGREEMENT, the CONSULTANT shall provide dates and hours worked for professional services.
- h) The Authorities and their agents shall have the right of access to and audit of the CONSULTANT'S work and records prior to final payment.
- i) The CONSULTANT shall comply with the provisions of Minnesota Statutes Chapter 290.97.

4.5 Late Request for Payments. The AUTHORITIES have an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed unless such time is extended by agreement of the PARTIES upon notification by the CONSULTANT that special circumstances exist causing delay in the invoice.

4.6 Payment for Unauthorized Claims. The AUTHORITY may refuse to pay any claim which is not specifically authorized by this AGREEMENT. Payment of a claim shall not preclude the AUTHORITIES from questioning the propriety of the claim. The AUTHORITIES reserve the right to offset any overpayment or disallowance of claim by reducing future payments.

4.7 Retainage. Payments by each AUTHORITY to the CONSULTANT shall be subject to a retainage of not more than 5% pending final acceptance of technical reports, supporting documentation, and all products identified in Exhibit A by both AUTHORITIES or their designated representatives.

4.8 Termination. If this AGREEMENT is terminated upon completion of any element of the CONSULTANT'S services, the monthly progress payments shall be made in accordance with this section. If the CONSULTANT'S services are terminated during an element of the work, the CONSULTANT shall be paid for services performed through the date of termination. Payment for partial completion shall be based on hourly

rates as set forth in exhibit B, plus reimbursable expenses as described in Section 4.1.

5. RECORDS AND REPORTS

- 5.1 DCRRA or RCRRA, its authorized representatives or the State Auditor shall have full access to all records relating to the performance of this AGREEMENT.
- 5.2 The CONSULTANT agrees to maintain records relating to all services provided by it under the terms of this agreement and shall retain all such documentation for six (6) years following the termination of this agreement. Such records shall be made available for audit or inspection at any time upon request of the DCRRA or RCRRA or its authorized representatives.
- 5.3 CONSULTANT shall, upon reasonable notice, meet with the AUTHORITIES personnel to assist the AUTHORITY in evaluation of services.
- 5.4 CONSULTANT shall provide the AUTHORITIES with reports as the AUTHORITIES may from time to time reasonably require.

6. INFORMATION ABOUT PERSONNEL

The CONSULTANT shall notify the AUTHORITY within (5) days of any change in ownership of more than 5% or change in board of directors. Either AUTHORITY may terminate this AGREEMENT if it decides, in its sole discretion, that the change of ownership or board of directors, makes the continuation of this AGREEMENT not in the AUTHORITIES' best interests.

7. GENERAL CONSIDERATIONS

- 7.1 Services. Services performed by the CONSULTANT under this contract shall be performed in a diligent and competent manner and their performance shall be subject to review and inspection by the DCRRA, RCRRA and the Minnesota Department of Transportation through their designated agents at all reasonable times. The CONSULTANT acknowledges and understand that the award of this contract to the CONSULTANT is based in substantial part on the skill and expertise of the individuals identified in Exhibit C. The CONSULTANT agrees that it shall assign these personnel to undertake all work on this project and shall not change or reassign these personnel without the approval of the DCRRA and RCRRA.
- 7.2 Re-Use of Documents. All documents, including original drawings and specifications, prepared by CONSULTANT pursuant to this agreement are instruments of service in respect to the project. They are not intended or represented to be suitable for re-use by DCRRA and RCRRA or others on extensions of the project or on any other project. Any re-

use without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at DCRRA's or RCRRA's sole risk and without liability or legal exposure to CONSULTANT. If an Authority reuses any such drawings, documents, specifications, or other materials for purposes not included in this agreement, or for purposes not otherwise agreed to by the CONSULTANT, in writing, then the AUTHORITY so using the materials shall indemnify and hold harmless the CONSULTANT and the other AUTHORITY from all claims, damages, losses, and expenses, including attorneys fees, arising out of or resulting therefrom.

- 7.3 Assignment. The CONSULTANT shall not assign any interest or obligation in this AGREEMENT without the prior written consent of the DCRRA and RCRRA.

The services of the CONSULTANT to be performed hereunder are personal and shall not be assigned, sublet, or transferred unless written authority to do so is granted by the DCRRA and the RCRRA. Such written authority in no way relieves the CONSULTANT from the primary responsibility for performance of the work. All subconsultant agreements (exceeding \$10,000.00) shall contain all required provisions of this AGREEMENT.

Written authority is not required from the AUTHORITIES for subcontracts with the following firm(s) or individuals.

Terry Atherton of Cambridge Systematics
University of St. Thomas:

Dr. Jack Militello
Dr. Steve Hoffman
Dr. Joseph Kreitzer

- 7.4 Contract Insurance Requirements. The CONSULTANT shall purchase and maintain such insurance as will protect the CONSULTANT and the AUTHORITIES from claims set forth below which may arise out of, or result from, the CONSULTANT'S operations under the AGREEMENT, whether such operations be by the CONSULTANT or by anyone directly employed by them, or by anyone for whose acts any of them may be liable.

DCRRA, RCRRA, Dakota County and Ramsey County, its officers, agents and employees shall be named as an additional insured on all liability policies.

The CONSULTANT shall obtain the following policies and attach certificates of insurance to signed contract:

Worker's Compensation and Employer's Liability Insurance:

1. In accordance with the provisions of Minnesota Statutes Section 176.182 (1986), the CONSULTANT agrees to provide acceptable evidence of compliance with the

Workers' 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 State, DCRRA the RCRRA, or any governmental subdivision to pay Workers' Compensation benefits or to indemnify the special compensation funds, an employer, or insurer who pays Workers' Compensation benefits.

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

Comprehensive General Liability (CGL) insurance

1. Bodily injury and property damage (CSC)

Minimum limits:

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

2. The following coverages must be specifically insured and certified with no internal limits:
 - a) Premises and operations.
 - b) Independent Contractor's contingent liability or owner's protective liability.
 - c) Products/Completed operations liability.
 - d) Contractual liability.
 - e) Personal injury liability including coverages a through e and claims related to employment.
 - f) Board form property damage liability, or deletion of the "Care, Custody, and Control Exclusion".
3. Contractual liability is to be either written on a blanket basis or specifically endorsed to acknowledge this contract. The CGL policy is to be written on an occurrence basis.
4. Professional Liability Insurance

Minimum limits:

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

5. Automobile Liability Insurance:

a) Minimum limits:

\$1,000,000 combined single limit

b) Owned, non-owned and hired auto

6. City or state license as required.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's rating for the insurers shall be noted on the certificate of insurance or stated in writing by the insurance carrier, and shall not be less than an A+.

All certificates of insurance shall provide that the insurance company shall give the DCRRA and RCRRA 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 CONSULTANT to purchase and maintain additional insurance that the CONSULTANT feels may be necessary in connection with this contract.

The CONSULTANT shall not commence work until the CONSULTANT has obtained required insurance and filed an acceptable certificate of insurance with the DCRRA and RCRRA. All insurance policies shall be submitted to the DCRRA and RCRRA upon written request.

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

- 7.5 Independent Contractor Clause. For the purpose of this agreement, the CONSULTANT shall be deemed to be an independent contractor and not an employee of the DCRRA or RCRRA. Any and all agents, servants or employees of the CONSULTANT 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 the DCRRA or RCRRA or the Minnesota Department of Transportation, and any and all claims, including those under the Workers' Compensation Act of the State of Minnesota that may or might arise on behalf of the CONSULTANT, its agents, servants or employees as a consequence or any act or omission on the part of the CONSULTANT, his agents, servants, employees or other persons shall in no way be the obligation or responsibility of the

DCRRA or RCRRA. The CONSULTANT, his agents, servants or employees shall be entitled to none of the rights, privileges or benefits of DCRRA or RCRRA employees/agents except as otherwise may be stated herein.

- 7.6 Conflict of Interest. CONSULTANT agrees that it is currently unaware of any conflict of interest with any party affected under this AGREEMENT. CONSULTANT agrees that, if any conflict of interest or potential conflict of interest should arise in the future, the CONSULTANT shall immediately inform the DCRRA and RCRRA of the conflict. Work performed by the CONSULTANT for State and regional agencies or other regional railroad authorities in the seven county metropolitan area shall not in and of itself be considered a conflict of interest. DCRRA and RCRRA shall reserve the right to review work being performed for other agencies to determine if a conflict exists.
- 7.7 Hold Harmless Cause. The CONSULTANT agrees to defend, indemnify, and hold harmless DCRRA and RCRRA from and against any and all claims or demands of every nature on account of injury to or death of persons or damage to or loss of property, including attorney's fees, or causes of action, caused by or resulting in any manner from any negligent acts or omissions of the CONSULTANT, its subcontractors or its agents or employees, in performing or failing to perform any of the services, duties, or operations to be performed by the CONSULTANT and its subcontractor (s) under this agreement.
- 7.8 Alteration Clause. Any alteration, variation, modification or waiver of the provisions of this agreement shall be valid only after it has been reduced to writing and duly signed by all PARTIES.
- 7.9 Non-Conforming Services. The acceptance by the DCRRA or RCRRA of any non-conforming services under the terms, conditions, and covenants of this agreement, or the foregoing by the DCRRA or RCRRA of any of its rights or remedies arising under the terms of this agreement shall not constitute a waiver of the DCRRA's or RCRRA's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms, conditions and covenants of this agreement. The rights and remedies of the DCRRA and RCRRA provided for under the terms of this agreement are cumulative and not mutually exclusive.
- 7.10 Set Off Clause. Notwithstanding any provisions of this agreement to the contrary, the CONSULTANT shall not be relieved of liability to the DCRRA or RCRRA for damages sustained by the DCRRA or RCRRA by virtue of any breach of this agreement by the CONSULTANT, and DCRRA or RCRRA may withhold any payments to the CONSULTANT for the purpose of

set-off until such time as the exact amount of damages due the DCRRA or RCRRA from the CONSULTANT is determined.

- 7.11 Limitations. The CONSULTANT shall not be required to furnish the service required under this contact or any portion thereof in the event of its inability to do so by virtue of a concerted refusal of its employees to work or any strike of any kind or character of its or other employees, including a so-called wild-cat strike or slowdown or stoppage, any riot, civil strife or disturbance, closing of streets, roads or bridges, inclement weather, destruction by any means or methods of any of its property necessary for the performance thereof, flood, fire, act of God or any other cause beyond its control.

- 7.12 COMPLIANCE WITH MINNESOTA STATUTES, SECTION 363.073, AND MINNESOTA RULES PARTS 5000.3400 TO 5000.3600

Affirmative Action. The CONSULTANT hereby agrees that it will comply with Minnesota Statutes, Section 373.073, as amended by Act of April 16, 1988, chap. 600, 1988 Minnesota Laws 917 and Minnesota Rules parts 5000.3400 to 5000.3600 and applicable common law interpretation. The purpose of this legislation is to increase employment opportunities for women, minorities, and disabled individuals by requiring contractors to adopt and implement affirmative action programs approved by the commissioner of Human Rights.

- 7.13 MINNESOTA STATUTES SECTION 363.073 SUBDIVISION 1 (1988)

"No department or agency of the state shall receive, enter into, or accept any bid or proposal for a contract nor execute any contract for goods, services, or the performance of any function, or any agreement to transfer funds for any reason in excess of \$50,000 with any person having more than 10 full-time employees in Minnesota at any time during the previous 12 months, unless the person has an affirmative action plan for the employment of minority persons, women and the disabled that has been approved by the commissioner of Human Rights. Receipt of a certificate of compliance issued by the commissioner shall signify that a person has an affirmative action plan that has been approved by the commissioner. A certificate shall be valid for a period of two years."

DCRRA and RCRRA intends to carry out its responsibilities under this statute. If a certificate of compliance is required, DCRRA and RCRRA may terminate or abridge this agreement because of the suspension or revocation of the certificate based upon a contractor's failure to implement or make a good faith effort to implement an affirmative action plan approved by the Commissioner of Human Rights.

- 7.14 Non Discrimination. During the performance of the AGREEMENT, the CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, marital status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, marital status, or public assistance status.

No funds received under this AGREEMENT shall be used to provide religious or sectarian training or services.

The CONSULTANT shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

- A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.
- B. Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.
- C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et. Seq.. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.
- D. The Age Discrimination in Employment Act of 1967, as amended, and Minn. Stat. 181.81, which generally prohibit discrimination because of age.
- E. The Equal Pay Act of 1963, as amended, 29 U.S.C. 206, which provides that an employer may not discriminate on

the basis of sex by paying employees of different sexes differently for the same work.

- F. Minn Stat. Ch. 363, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.
- G. Minn. Stat. 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the AGREEMENT.

- 7.15 Worker Health, Safety and Training. CONSULTANT shall be solely responsible for the health and safety of its employees in connection with the work performed under this AGREEMENT. CONSULTANT shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this AGREEMENT. CONSULTANT shall ensure all personnel of CONSULTANT and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this AGREEMENT. CONSULTANT shall comply with the "Occupational Safety and Health Act" and the "Employee Right to Know Act". Minn. Stat. 182.65 et. seq., where applicable.
- 7.16 Compliance with Applicable Law. The CONSULTANT further agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the CONSULTANT'S performance of the provisions of this AGREEMENT. This includes, but is not limited to all standard assurances, which are attached as Exhibit D and incorporated herein by reference. It shall be the obligation of the CONSULTANT to apply for, pay for, and obtain all permits and/or licenses required by an governmental agency for the provision of those services contemplated in the AGREEMENT.
- 7.17 Non-Waiver. The failure of DCRRA or RCRRA at any time to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
- 7.18 Interpretation According to Minnesota Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this

AGREEMENT shall be venued in Dakota or Ramsey County, Minnesota.

7.19 Merger. The AGREEMENT is the final expression of the AGREEMENT of the PARTIES and the complete and exclusive statement of the terms agreed upon, and shall supercede all prior negotiations, understandings or agreements. There are not representations, warranties, or stipulations, either oral or written, not herein contained.

7.20 Exhibits. Exhibits A through and including C are attached and incorporated herein by reference.

Exhibit A - Preliminary Work Plan
Exhibit B - Schedule of Hourly Wages
Exhibit C - Project Team

7.21 Termination.

A. With Cause - The DCRRA and RCRRA reserves the right to suspend or terminate this AGREEMENT if the CONSULTANT violates any of the terms or conditions of this AGREEMENT or does not fulfill in a timely and proper manner its obligations under this AGREEMENT as determined by the DCRRA and RCRRA. In the event that the DCRRA and the RCRRA exercises its right of suspension or termination under this paragraph, it shall submit written notice to the CONSULTANT specifying the extent of such suspension or termination, the reasons therefore, and the date upon which such suspension or termination become effective. Upon receipt of such notice, termination become effective. Upon receipt of such notice, the CONSULTANT shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this agreement.

B. Without Cause - The DCRRA and RCRRA or the CONSULTANT may terminate this AGREEMENT without cause and for any reason whatsoever upon giving at least thirty (30) days written notice thereof to the other party. In such even, the CONSULTANT shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

In the event the AGREEMENT is terminated prior to completion of the project, the CONSULTANT shall deliver to the Authorities all documents, records, reports, and data generated or in its possession to the date of such termination. In the event of such termination, the CONSULTANT and other AUTHORITY may negotiate any reduction in the CONSULTANT'S work and charges caused

by said termination. The AUTHORITY terminating its obligations caused by said termination shall pay its pro rata share of work through the date of termination.

- 7.22 Data Privacy. All data collected, created, received, maintained or disseminated for any purpose in the course of contractor's performance of this agreement is governed by the Minnesota Government Data practices Act, Minn. Stat. Ch. 13, (1984), or any other applicable state statutes, any state rules adopted to implement the ACT, as well as federal regulations on data privacy. The CONSULTANT agrees to abide strictly by these statutes, rules and regulations.

8.0 PARTIES REPRESENTATIVES.

DCRRA:	Allen W. Moe Project Manager	Jeffrey J. Connell Planning Director
RCRRA:	James E. Tolaas Project Manager	Kathy DeSpiegelaere Director of Light Rail Transit Planning
CONSULTANT:	Richard P. Wolsfeld, Project Director and Anthony Hepplemann, Project Manger.	

Approved as to form:

DAKOTA COUNTY REGIONAL
RAILROAD AUTHORITY

Assistant County Attorney/Date

By: _____
Donald Chapdelaine
Chairman
Date of Signature _____

Approved as to execution:

Attest _____
Auditor
Date of Signature _____

Approved by Dakota County Regional
Railroad Authority Resolution No.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledge before me on _____, 19_____,
by _____, (title) _____, of
BRW, Inc., who, being duly sworn, represents and warrants that he/she/they
is/are authorized by law and all necessary board action to execute this
Contract on behalf of the corporation/organization, intending this Contract
to be a legally binding obligation of the corporation/organization.

Notary Public

In witness whereof, the parties hereto have executed this agreement on the date(s) indicated below.

RAMSEY COUNTY MINNESOTA

BY _____
Chairman, Ramsey County
Regional Railroad Authority

BRW, INC.

BY [Signature]
Title PRINCIPAL

DATE: 12/5/90

Approved as to Form:

[Signature]
Ramsey County Attorney

Approved as to Execution:

Ramsey County Attorney

Recommended for Approval:

BY: Kathryn Despiessens 12/5/90
Director of Light Rail Transit Planning
Ramsey County Regional Railroad Authority

BY: Georganna Schulte 12/4/90
Ramsey County Risk Manager

Funds Available from Account 59108 -020102

BY: Ed Blauvelt 12/4/90
Ramsey County Budget and Accounting

N:rrcont

November 6, 1990

ST. PAUL SOUTH LRT/PRELIMINARY WORK PROGRAM

The purpose of this study is to develop the LRT alignment information needed to guide future planning in the St. Paul South Corridor and to complete the state required scoping process leading directly to a State Environmental Impact Statement for the potential LRT alignments in this corridor. This work program is divided into three parts. One objective of the Part 1 work program is to develop and provide decision makers with the information required to reach a conclusion on the alignment and terminal for LRT in the St. Paul South Corridor. Part 1 also includes the completion of the state required scoping process and a definition of the issues that will be studied in the Environmental Impact Statement.

If the work completed in Part 1 leads to the selection of a preferred alignment for LRT north of I-494/TH 110, then the Project Manager may authorize the work outlined in Parts 2 and 3. The purpose of Part 2 of the work program will be to develop the detailed ridership forecasts for the preferred LRT alignment between I-494/TH 110 and downtown St. Paul. The capital cost estimates would also be reviewed and updated as part of this task. The purpose of Part 3 is to quantify the development impacts of implementation of LRT in the preferred alignment; that is, to define the types and amount of development that can be expected in the corridor with and without LRT. This task will also define the conditions needed to encourage transit-related development in the corridor.

PART 1: ALIGNMENT ANALYSIS AND SCOPING**TASK 1.0 PROJECT INITIATION**

- 1.1 Review the analyses, conclusions and recommendations from previous studies.
- 1.2 Review and evaluate the project scope.
- 1.3 Outline and describe the evaluation process and project task methodology.
- 1.4 Identify data and mapping requirements and collect necessary data. Data needs will include roadway as-builts for proposed alignments, property identification maps for proposed corridors, existing traffic volume information, existing transit route and ridership information. Street series maps and aerial photos will be used for data presentation. Site specific base mapping may be required in selected locations.

- 1.5 Establish a project management strategy and project accounting procedures. Write work orders for specific tasks. Establish final cost shares for Ramsey and Dakota County RRA's. Revise/refine work program.
- 1.6 Establish public participation process.

PRODUCT: Refined work program and public participation process, base mapping and data collection, and agreed on accounting and project management procedures.

TASK 2.0 IDENTIFY ALIGNMENT ALTERNATIVES

The purpose of this task is to ensure that the Universe of Alternatives has been considered and that all potentially feasible alignments have been identified.

- 2.1 Review data from Comprehensive LRT Plans, Regional LRT Plans and other relevant studies.
- 2.2 Identify goals and objectives for LRT in the corridor.
- 2.3 Identify alignment evaluation criteria.
- 2.4 Identify general alignment alternatives. It is assumed that in addition to the Robert and Lafayette alignments that the West 7th Street and Concord Street alignments will be considered in the Universe of Alternatives for the St. Paul South Corridor. Identify right-of-way to be used by LRT and location of LRT within the right-of-way. Identify potential transitions between segments on each alignment and potential station locations.
- 2.5 Identify river crossing alternatives.
- 2.6 Identify downtown connection alternatives.
- 2.7 Conduct initial screening of alternatives for fatal flaws. This task includes the identification of candidate fatal flaw criteria and evaluation of segments and alignments relative to the fatal flaw criteria. The fatal flaw criteria would be identified based on minimum standards or requirements for LRT, pedestrians, transit bus, and general traffic and on policy statements about right-of-way acquisition, service to key population segments or ridership. Fatal flaw criteria may include right-of-way requirements, vertical or horizontal alignment requirements, traffic operations requirements, service to key destinations or social groups, and consistency with County and regional plans. Analyses may include capacity of

proposed road cross-section relative to existing or future demand. Potential LRT grades relative to standards. Identification of general station locations and description of the area served. General analysis of station feasibility relative to alignment, right-of-way, and accessibility.

2.8 Recommend corridor alignments for detailed analysis.

PRODUCT: Memorandum on Initial Screening of Alignments and Recommendation of Alignments for Detailed Analysis.

TASK 3.0 DETAILED ALIGNMENT ANALYSIS

The purpose of this task will be to take the alignments that passed the fatal flaw analysis and conduct more detailed analysis with the objective of providing sufficient information for making a decision on the termination point and alignment for LRT south of I-494, the need for or feasibility of an east/west connection on I-494, potentially the preferred alignment for LRT north of I-494 and the issues that should be studied in the Environmental Impact Statement. This task assumes that the maximum number of alignments to be analyzed in detail will not exceed the number of alignments identified in the comprehensive plan.

- 3.1 Identify alignment location, estimate right-of-way requirements, prepare detailed mapping and typical cross-sections. The initial assessment of where LRT is located within the right-of-way in each segment will be reevaluated and the typical plans and cross-sections developed in Task 2.0 modified if necessary.
- 3.2 Identify station spacing and location. Evaluate general station locations identified in Task 2.0 relative to spacing, service and other criteria and document selected locations and spacing decisions. Identify potential station sites for each of the selected general station locations.
- 3.3 Identify acreage requirements for station facilities including platforms, park-and-ride, bus interface, and pedestrian access. Establish policy guidelines on park-and-ride relative to where and how much. Estimate feeder bus numbers. Identify acreage requirements for park-and-ride, kiss-and-ride, feeder bus, and pedestrian access.
- 3.4 Identify transportation impacts for alignments and stations, including circulation, access, parking, intersection or interchange operations, land capacity, and congestion impacts. Identify before and after

parking supply and potential parking demand. Identify potential changes in access or circulation. Identify changes in capacity and potential demand relative to capacity.

- 3.5 Estimate potential LRT ridership for alternative alignments. The LRT ridership estimates would be based on the estimates and methodology developed in the Comprehensive LRT Plan for Dakota County. Differences in ridership between the candidate alignments will be identified.
- 3.6 Identify existing and potential future land uses along each alignment and identify potential compatibilities and conflicts with LRT. Potential future land uses would be identified based on cities' land use guide plans and zoning classifications.
- 3.7 Identify development potential issues at station sites including intensification of uses and preservation of neighborhoods.
- 3.8 Identify areas of environmental concern, including noise, air, water, historical sites. Evaluate land uses adjacent to the alignments to identify parks, wetlands, historical sites, noise sensitive receivers, vegetation, wildlife or other elements of the environment that may be impacted by each alignment.
- 3.9 Revise capital and operating costs from comprehensive LRT plans based on specific alignment alternatives and regional policies/system standards.
- 3.10 Prepare memorandum on alignment analysis and an evaluation matrix of alignment alternatives.

PRODUCT: Evaluation Summary of Alignment Alternatives and Memorandum on Alignment Analysis.

TASK 4.0 ALIGNMENT REPORT

The purpose of the alignment report will be to document the process and analyses carried out in Tasks 2.0 and 3.0 including the detailed evaluation of alternatives against the evaluation criteria and the alignments recommended for study in the Environmental Impact Statement. The alignment report will serve as a resource document for preparation of the Scoping Document and for amendments to the comprehensive plan if necessary. A draft document will be prepared for review by the advisory committees prior to the preparation of a final report.

- 4.1 Screen alternatives against evaluation criteria.
- 4.2 Provide summary evaluation of items in Tasks 2.0 and 3.0.
- 4.3 Identify station spacing, location and capacity.
- 4.4 Identify bridge crossing alternatives.
- 4.5 Identify downtown connection alternatives.
- 4.6 Identify termini and staging options.
- 4.7 Prepare draft alignment report. Print 100 copies of draft alignment report.
- 4.8 Prepare final alignment report based on staff and advisory committee reviews. Print 100 copies of final alignment report.

PRODUCT: Alignment Report

**TASK 5.0 ENVIRONMENTAL ASSESSMENT WORKSHEET AND SCOPING
DECISION DOCUMENT**

- 5.1 Prepare EAW and draft Scoping Decision Document.
- 5.2 Review with staff and advisory committees and finalize.
- 5.3 Print 200 copies of EAW and draft Scoping Decision Document.
- 5.4 Complete all state required documentation for scoping.
- 5.5 Hold public scoping meeting.
- 5.6 Write responses to comments on the EAW and draft Scoping Decision Document and prepare final Scoping Decision Document.
- 5.7 Prepare draft work plan and schedule for EIS and Phase I Preliminary Engineering.
- 5.8 Review with staff and finalize.
- 5.9 Print 200 copies of final Scoping Decision Document.

PRODUCT: EAW and scoping decision, state required documentation and draft work plan and schedule for EIS and Phase I Preliminary Engineering.

TASK 6.0 PUBLIC PARTICIPATION AND REVIEW

- 6.1 Prepare public education materials for presentation to interested groups (graphics, slides, newsletters, etc.).
- 6.2 Present materials to interested groups as requested by Regional Railroad Authorities.
- 6.3 Present study findings to technical committee, and corridor committee, Intergovernmental committee, and RRA's.
- 6.4 Participate in public informational meetings and public scoping meeting.
- 6.5 Distribute EAW, draft and final Scoping Decision.

PRODUCT: Materials as needed for public meetings and distribution of reports.

PART 2: PATRONAGE FORECASTS

If a preferred alignment is identified north of I-494/TH 110 in Part 1, the project manager may authorize the development of detailed LRT ridership forecasts. The following information will be developed for one year after opening and the Year 2010 as part of this task.

- o Daily and Peak Hour ridership
- o Daily and Peak Hour boardings by station
- o Mode of arrival for each station
 - Walk
 - Park and Ride
 - Feeder Bus

The Metropolitan Council's Regional Travel Model will be used to develop the detailed ridership forecasts. This task will require the development of a detailed feeder bus network including routes and schedules. It is assumed that the MTC will develop the required feeder bus information. The model also requires the definition of LRT station locations, LRT speeds or travel times and LRT headways. BRW will be responsible for developing this information and for coding all of the information needed for the models. The Metropolitan Council will supervise the coding of the networks, run the models and produce the forecasts. BRW will provide a computer for building the transit networks.

The detailed patronage forecasts will be based on the Metropolitan Council socioeconomic forecasts, but a sensitivity forecast will also be produced using Dakota County's socioeconomic estimates. Terry Atherton of Cambridge Systematics will be used to evaluate the forecasting effort and advise the project team at key points in the process.

The capital and operating cost assumptions for the preferred alignment will be reviewed based on the results of the patronage forecasts and revised if appropriate.

PART 3: ECONOMIC ANALYSIS

The work program and cost estimate for this part assumes that a preferred LRT alignment has been identified north of I-494/TH 110. The following two major tasks are included in this part of the work program.

1. Quantify the economic development impacts in the corridor with and without LRT, with the assumption that other LRT corridors have been constructed in the region.
2. Identify the conditions required to encourage transit-related development in the corridor including:
 - o Land use planning and urban design
 - o Transit System Promotion
 - o Financial Incentives
 - o Public Support System
 - o Zoning

Dr. Jack Militello, Dr. Steve Hoffman and Dr. Joseph Kreitzer from the University of St. Thomas will be responsible for completion of Task 1. BRW will be responsible for completion of Task 2 with input from the University of St. Thomas professors.

TABLE 1
PROPOSED BUDGET

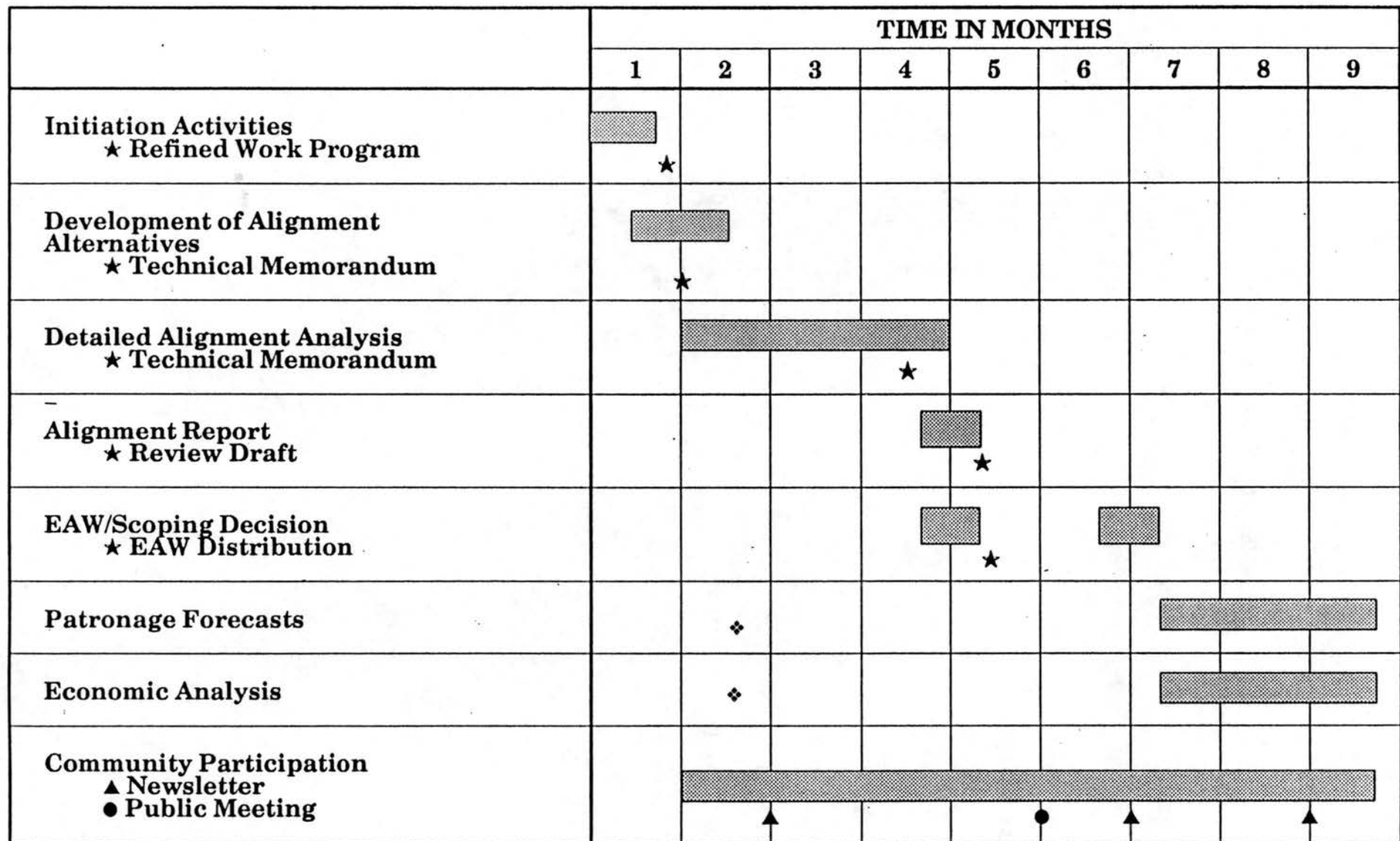
WORK TASKS	PRINCIPAL/ VICE				TOTAL
	PRESIDENT	ASSOCIATE	PROFESSIONAL	TECHNICIAN	
PART 1: ALIGNMENT ANALYSIS AND SCOPING					
TASK 1.0 PROJECT INITIATION	12	32	12	8	64
TASK 2.0 ALIGNMENT ALTERNATIVES	48	64	56	32	200
TASK 3.0 DETAILED ALIGNMENT ANALYSIS	96	384	240	120	840
TASK 4.0 ALIGNMENT REPORT	32	88	56	80	256
TASK 5.0 EAW/SCOPING DECISION	4	38	80	50	172
TASK 6.0 PUBLIC PARTICIPATION AND REVIEW	72	106	120	56	354
TOTAL HOURS	264	712	564	346	1886
AVG. PAYROLL RATE	\$100.00	\$70.00	\$55.00	\$32.50	
ESTIMATED LABOR COST	\$26,400.00	\$49,840.00	\$31,020.00	\$11,245.00	\$118,505.00
REIMBURSABLE EXPENSES (Materials, parking, mileage, mapping, printing)					\$7,000.00
PART 1 TOTAL					\$125,505.00

TABLE 1
PROPOSED BUDGET

WORK TASKS	PRINCIPAL/ VICE PRESIDENT	ASSOCIATE	PROFESSIONAL	TECHNICIAN	TOTAL
PART 2: PATRONAGE FORECASTS					
TASK 1.0 MODEL INPUT DATA	2	12	16	8	38
TASK 2.0 CODE LRT, FEEDER BUS	4	16	64	200	284
TASK 3.0 PRODUCE FORECASTS	4	4	0	0	8
TASK 3.0 REVIEW CAPITAL AND OPERATING COSTS	4	16	16	8	44
TOTAL HOURS	14	48	96	216	374
AVG. PAYROLL RATE	\$100.00	\$70.00	\$55.00	\$32.50	
ESTIMATED LABOR COST	\$1,400.00	\$3,360.00	\$5,280.00	\$7,020.00	\$17,060.00
REIMBURSABLE EXPENSES (Materials, parking, mileage, printing)					\$500.00
SUBCONSULTANT					\$5,000.00
PART 2 TOTAL					\$22,560.00
PART 3: ECONOMIC ANALYSIS					
TASK 1.0 DEVELOPMENT POTENTIAL	2	4	0	0	6
TASK 2.0 CONDITIONS FOR DEVELOPMENT	4	72	64	32	172
TOTAL HOURS	6	76	64	32	178
AVG. PAYROLL RATE	\$100.00	\$70.00	\$55.00	\$32.50	
ESTIMATED LABOR COST	\$600.00	\$5,320.00	\$3,520.00	\$1,040.00	\$10,480.00
REIMBURSABLE EXPENSES (Materials, parking, mileage, mapping, printing)					\$500.00
SUBCONSULTANT					\$10,000.00
PART 3 TOTAL					\$20,980.00
TOTAL ESTIMATED COSTS					\$169,045.00

PROJECT SCHEDULE

St. Paul South
LRT Alignment Study



CBRW1090

❖ Patronage Forecasts and Economic Analysis could begin during detailed alignment analysis if fatal flaw analysis results in a clear preference for one alignment

EXHIBIT B

EFFECTIVE THRU MARCH 31, 1991

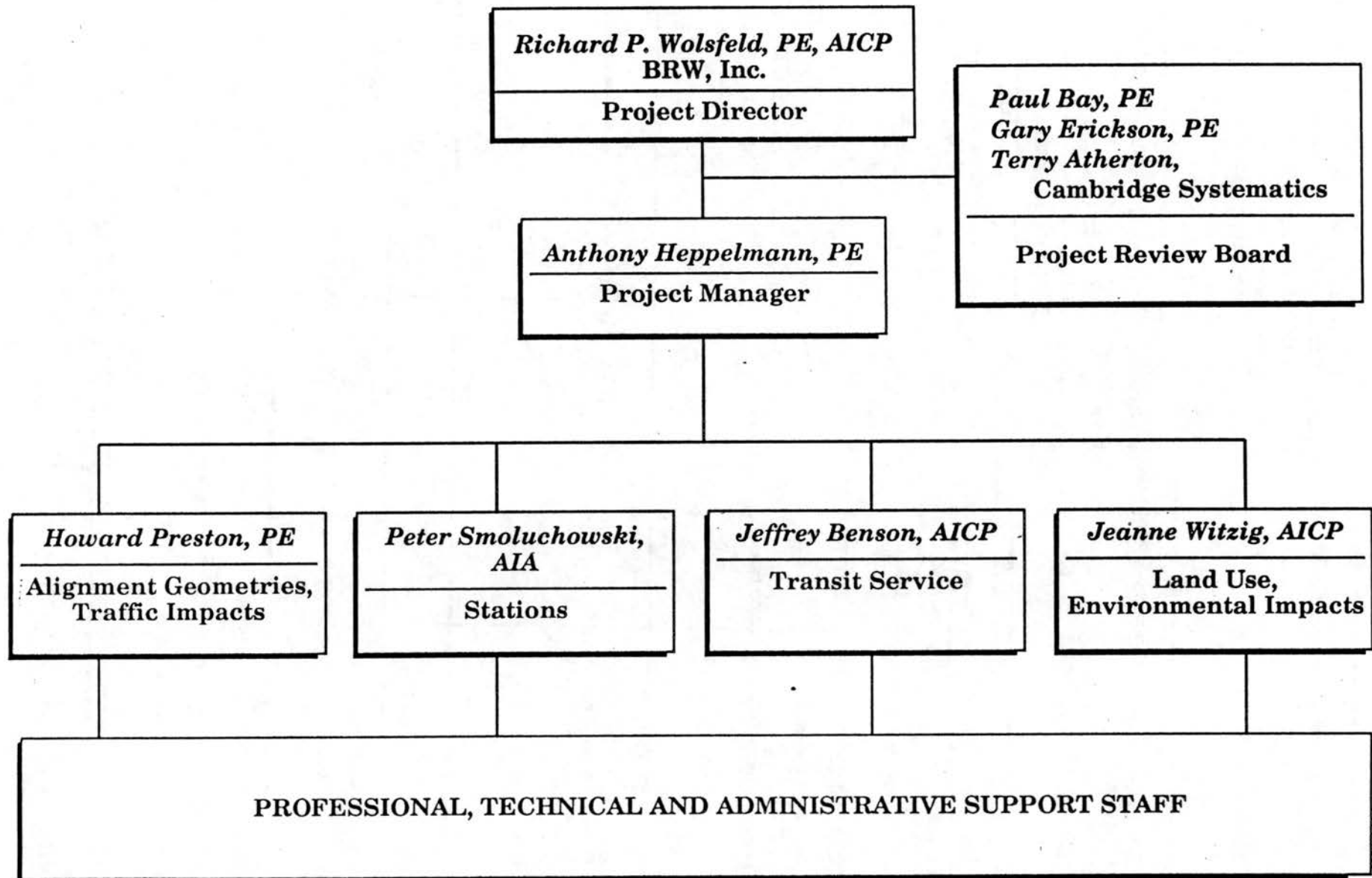
BRW, INC.

1990 SCHEDULE OF HOURLY RATES

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$140.00
Vice President	95.00
Senior Associate	85.00
Associate	75.00
Senior Professional	65.00
Professional II	55.00
Professional I	45.00
Senior Managing Technician	55.00
Supervisor/Senior Technician	45.00
Technician III	35.00
Technician II	32.50
Technician I	25.00

PROJECT TEAM

St. Paul South
LRT Alignment Study



12/05/90

qcord

CERTIFICATE OF INSURANCE

PRODUCER

COBB STRECKER DUNPHY & ZIMMERMANN, INC.
150 SO. 5th ST., SUITE 2000
MINNEAPOLIS, MN 55402

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A ST. PAUL MERCURY INSURANCE

COMPANY LETTER B ST. PAUL MERCURY INSURANCE

COMPANY LETTER C ST. PAUL MERCURY INSURANCE

COMPANY LETTER D ST. PAUL FIRE & MARINE

COMPANY LETTER E ST. PAUL MERCURY INSURANCE

INSURED

BRW, INC.; BENNETT, RINGROSE,
WOLSFELD, JARVIS,
GARDNER, INC.
700 THIRD STREET SOUTH
MINNEAPOLIS, MINNESOTA 55415

COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

CO LTR	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	Liability Limits	
A	GENERAL LIABILITY				General Aggregate	\$1,000,000.00
	[X] Commercial General Liability				Products-Comp/Ops Aggregate	\$1,000,000.00
	[] Claims Made				Personal & Advertising Injury	\$500,000.00
	[X] Occurrence				Each Occurrence	\$500,000.00
	[] Owner's & Contractor's Prot.	CKO6304048	01/01/90	01/01/91	Fire Damage (Any One Fire)	\$50,000.00
					Medical Expense (Any One Person)	\$5,000.00
B	AUTOMOBILE LIABILITY				CSL	\$500,000.00
	[X] Any Auto				Bodily Injury Per Person	\$00
	[X] All Owned Autos (Priv Pass.)				Bodily Injury Per Accident	\$00
	[X] All Owned Autos (Other)				Property Damage	\$00
	[X] Hired Autos	CKO6304048	01/01/90	01/01/91		
	[X] Non-Owned Autos					
	[] Garage Liability					
C	EXCESS LIABILITY				Each Occurrence	\$3,000,000.00
	[X] Umbrella Form	CKO6304048	01/01/90	01/01/91	Aggregate	\$3,000,000.00
	[] Other Than Umbrella Form					
D	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	WVO6307240	01/01/90	01/01/91	Statutory	\$100,000.00 (Each Accident)
						\$500,000.00 (Disease Policy Limit)
						\$100,000.00 (Disease Each Employee)
E	OTHER VALUABLE PAPERS	CKO6304048	01/01/90	01/01/91	Limits:	\$ 805,000.00
					Deductible:	\$ 500.00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
ST. PAUL SOUTH LIGHT RAIL TRANSIT STUDY

CERTIFICATE HOLDER

RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY & DAKOTA COUNTY RRA

CANCELLATION

Should Any Of The Above Described Policies Be Cancelled Before The Expiration Date Thereof, The Issuing Company Will Mail 30 Days Written Notice To The Certificate Holder Named To The Left.

AUTHORIZED REPRESENTATIVE

COBB STRECKER DUNPHY & ZIMMERMANN, INC.

SUITE 2000, 150 SOUTH 5TH STREET
MINNEAPOLIS, MN 55402

12/05/90

Record

CERTIFICATE OF INSURANCE

PRODUCER

COBB STRECKER DUNPHY & ZIMMERMANN, INC.
150 SO. 5th ST., SUITE 2000
MINNEAPOLIS, MN 55402

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COMPANIES AFFORDING COVERAGE

COMPANY
LETTER ACOMPANY
LETTER BCOMPANY
LETTER CCOMPANY
LETTER DCOMPANY
LETTER E

CONTINENTAL CASUALTY COMPANY

YOUR INSURANCE CARRIER
HAS BEEN RATED "A+"
BY A.M. BEST AND CO

INSURED

BENNETT, RINGROSE, WOLSFELD,
JARVIS, GARDNER, INC.; BRW
ARCHITECTS, INC.; BRW, INC.
700 THIRD STREET SOUTH
MINNEAPOLIS, MINNESOTA 55415

COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

CO LTR	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	Liability Limits	
A	GENERAL LIABILITY [] Commercial General Liability [] Claims Made [] Occurrence [] Owner's & Contractor's Prot.				General Aggregate	\$00
					Products-Comp/Ops Aggregate	\$00
					Personal & Advertising Injury	\$00
					Each Occurrence	\$00
					Fire Damage (Any One Fire)	\$00
					Medical Expense (Any One Person)	\$00
B	AUTOMOBILE LIABILITY [] Any Auto [] All Owned Autos (Priv Pass.) [] All Owned Autos (Other) [] Hired Autos [] Non-Owned Autos [] Garage Liability				CSL	\$00
					Bodily Injury Per Person	\$00
					Bodily Injury Per Accident	\$00
					Property Damage	\$00
C	EXCESS LIABILITY [] Umbrella Form [] Other Than Umbrella Form				Each Occurrence \$00	Aggregate \$00
D	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				Statutory \$00 (Each Accident)	
					\$00 (Disease Policy Limit)	
					\$00 (Disease Each Employee)	
E	OTHER ARCHITECTS & ENGR'S PROF LIABILITY [Claims Made Basis]	AAE 613 88 13	01/01/90	01/01/91	\$ 2,000,000.00 Any One Claim And In The Annual Aggregate.	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

ST. PAUL SOUTH LIGHT RAIL TRANSIT STUDY

This policy covers the PROFESSIONAL SERVICES of the named insured for all projects
& the limit of liability shown shall not be construed to be applied to this project only.

CERTIFICATE HOLDER

RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY & DAKOTA COUNTY RRA

CANCELLATION

Should Any Of The Above Described Policies Be Cancelled Before The
Expiration Date Thereof, The Issuing Company Will Mail 30 Days
Written Notice To The Certificate Holder Named To The Left.

AUTHORIZED REPRESENTATIVE

[Signature]



PLANNING
TRANSPORTATION
ENGINEERING
URBAN DESIGN

BRW, INC.

THRESHER SQUARE

700 THIRD STREET SOUTH

MINNEAPOLIS, MINNESOTA 55415

PHONE: 612/370-0700 FAX: 612/370-1378

October 30, 1990

Ms. Kathryn DeSpiegelaere
Director of LRT Planning
316 Courthouse
15 West Kellogg Boulevard
St. Paul, MN 55102

Dear Ms. DeSpiegelaere:

The purpose of this letter is to provide assurance that BRW has sufficient staff to perform the St. Paul South LRT Corridor Study in a timely and efficient manner and that this project will not affect the staffing on other LRT projects currently in progress. The estimated time commitments of the key BRW personnel assigned to this project, based on the current scope of work and budget for Part 1, are outlined in the following table. The table also shows the percent that these hours represent of the total time available for each individual assuming a six-month project. The responsibilities and availability of the key BRW personnel assigned to this project are discussed below.

TABLE 1
PERSONNEL AVAILABILITY ANALYSIS

	Hours Committed to Project	Total Hours Available	Percent of Available Hours
Richard P. Wolsfeld	120	1040	11.5%
Anthony J. Heppelmann	360	1040	34.6%
Peter Smoluchowski	140	1040	13.5%
Howard Preston	176	1040	16.9%
Jeffrey Benson	88	1040	8.5%
Paul Bay	12	1040	1.2%
Gary Erickson	12	1040	1.2%
Professionals (7)	648	7280	8.9%
Technician, Graphics (8)	270	8320	3.2%
Word Processing (5)	60	5200	1.2%
	1886	28080	6.7%

Professionals expected to work on the project include: Steve Riley-Land Use Planning, Richard Strong-Station Design, Jeff Holstein-Traffic, Chris Hiniker-Transit, Marthand Nookala-Modeling, Biz Colburn-Participation/Communication, Jeanne Witzig-Environmental.

AN AFFILIATE OF THE BENNETT, RINGROSE, WOLSFELD, JARVIS, INC. GROUP

DAVID J. BENNETT
JOHN B. McNAMARA

DONALD W. RINGROSE
RICHARD D. PILGRIM

RICHARD P. WOLSFELD
DALE N. BECKMANN

PETER E. JARVIS
DENNIS J. SUTLIFF

THOMAS F. CARROLL
JEFFREY L. BENSON

CRAIG A. AMUNDSEN
RALPH C. BLUM

DONALD E. HUNT
DAVID L. GRAHAM

MARK G. SWENSON
GARY J. ERICKSON

MINNEAPOLIS

DENVER

PHOENIX

TUCSON

ST. PETERSBURG

SAN DIEGO

39

Dick Wolsfeld will serve as Project Director. He will provide overall technical direction and participate in key presentations and project meetings. His estimated time commitment represents an average of about five hours a week over the life of the project. Mr. Wolsfeld's time commitment on the Hennepin County LRT work will be reduced significantly as the project moves from Part A Preliminary Engineering to Part B Preliminary Engineering.

Tony Heppelmann will serve as Project Manager. He will provide the daily project direction and coordination with County staff. He will attend all project meetings and make presentations of study products throughout the study. The estimated time commitment for Mr. Heppelmann is approximately 35 percent of his available hours. Mr. Heppelmann is Project Manager for the I-494 EIS and Preliminary Engineering, which requires approximately 50 percent of his time. Mr. Heppelmann has had production roles for the Midway EIS and Preliminary Engineering and the University Connector line in Hennepin County. His other time is spent working on other smaller short-term projects (one to two months) such as traffic impact studies, parking studies, and traffic forecast studies.

Peter Smoluchowski will direct the station area planning. He will be assisted in this task by Richard Strong, a professional in the Planning Studio. The estimated time commitment for Mr. Smoluchowski represents about 14 percent of his available time. Mr. Smoluchowski's time commitments on the Ramsey and Anoka County LRT projects are declining as the station areas become better defined. Mr. Smoluchowski is also Project Manager for a LRT project in Salt Lake City, Utah, which represents about a 15 percent time commitment.

Howard Preston will direct the alignment development and the traffic impact analyses. He will be assisted in this task by Jeff Holstein, a professional in the Transportation Studio. Mr. Preston's commitment represents about 17 percent of his available time. Mr. Preston does not currently have any major long-term project commitments. He has been directing the alignment development in Midway and working on a number of short-term projects which will be completed in the next month.

Jeff Benson will be responsible for directing the transit analysis and the patronage estimates. He will be assisted by Chris Hiniker and Marthand Nookala. Jeff is just completing transit projects in Volusia County, Florida and Fargo, North Dakota.

Jeanne Witzig will be responsible for coordinating the land use and environmental analysis. Jeanne will be assisted by Chris Hiniker and Steve Riley. Jeanne's time commitment will be about 8 percent of her available time. Jeanne is responsible for the Northeast LRT EIS and is working on a number of other smaller projects. Jeanne has just completed an EIS for the Rottlund residential development in Inver Grove Heights.

Ms. Kathryn DeSpiegelaere
October 30, 1990
Page 3

Biz Colburn will be responsible for the participation/communication elements of the project. Biz was responsible for meeting minutes and mailings for the Midway Corridor Downtown Task Force, which has been meeting twice a month and will have its last meeting November 1, 1990. Currently, the Hennepin County IAC is meeting about once every three months. The two committees for the Northeast Corridor are meeting only once a month, at most. Biz has been taking on other tasks to fill out her work load and, therefore, this project would be a nice fit with her current projects.

We have analyzed the work load of the other professionals who will be assisting on this project, and they have the time available to meet the needs of this project. There are currently eight graphic technicians in the Transportation Studio. This project would represent about 3 percent of their total available time. There are currently five people in word processing, and this project would represent about 1 to 2 percent of their total available time.

The only personnel identified above that are currently working on Midway LRT are Dick Wolsfeld, Peter Smoluchowski, Howard Preston and Biz Colburn. The time requirements on Midway for Howard, Peter and Biz are declining.

I can assure you that BRW has the staff available to complete the St. Paul South LRT project in a timely and efficient manner and will commit the necessary people to this project without taking staff away from the Midway LRT project. If necessary, BRW could also utilize other available staff in the Planning and Engineering Studios.

Sincerely,

BRW, INC.



Richard P. Wolsfeld, PE, AICP
Principal

RPW/ch

cc: Mr. Allen Moe, DCRRA Project Manager

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

9

REGIONAL RAILROAD AUTHORITY

Originating Department

K. H. Spingel 12/3/90
Authorized Signature Date

Board Action Requested

Ratify Partial Payment No. 13 to BRW, Inc.
in the amount of \$79,406.61

ACTION IS REQUESTED

Request Justification

Ramsey County Regional Railroad Authority has contracted the professional services of BRW, Inc. for the purposes of conducting Phase I Preliminary Engineering/Environmental Impact Statement Studies for the Midway Corridor. Contract No. RCRRA-89-003 governs the performance of services and terms of payment. Payment in the amount of \$79,406.61 for the period ending September 30, 1990, has been issued in accordance with contract provisions and Rail Authority Resolution No. R-89-70. Payment documentation is being submitted for ratification in compliance with the latter.

- Attachments are:
- 1) Proposed resolution ratifying payment
 - 2) Accounts Payable form and Partial Payment No. 13
 - 3) BRW, Inc. Invoice No. 59864 and attachments

Budgeting and Accounting

County Attorney

Risk Manager

Data Processing

Previous Action taken on Request

Date / Time

Received By

Comments / Recommendation

Documentation certified complete for:

Committee / Meeting Date

Signature

Date

Committee / Meeting Date

Signature

Date

December 11, 1990

Board Date

F. L. Glendon
Signature

12/5/90

Date



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

No. _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional services of BRW, Inc. for the purpose of conducting Phase I Preliminary Engineering/Environmental Impact Statement studies for the Midway Corridor; and

WHEREAS, Ramsey County Regional Railroad Authority Agreement Number RCRRA-89-003, and the First Amendment thereto, govern the performance of services of and terms of payment to BRW, Inc.; and

WHEREAS, BRW, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through September 30, 1990; and

WHEREAS, To ensure timely payment for services rendered in accordance with Agreement No. RCRRA 89-003, the Ramsey County Regional Railroad Authority authorized (Resolution R89-70) the Director of Light Rail Transit Planning to process payments to BRW, Inc. for work completed and invoiced in accordance with the agreement; and

WHEREAS, Resolution R89-70 requires submittal of invoice and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation; Now, Therefore, Be It

WHEREAS, BRW, Inc. Invoice No. 59864, Partial Payment No. 13, and attachments thereto, provide the correct documentation of payments due BRW, Inc. through September 30, 1990; Now, Therefore, Be It

RESOLVED, Payment to BRW, Inc. in the amount of \$79,406.61 for Ramsey County Regional Railroad Authority's share of services rendered through September 30, 1990 is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Diane Ahrens	_____	_____	_____
John T. Finley	_____	_____	_____
Ruby Hunt	_____	_____	_____
Duane W. McCarty	_____	_____	_____
Hal Norgard	_____	_____	_____
Don Salverda	_____	_____	_____
Warren W. Schaber	_____	_____	_____

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary

ACCOUNTS PAYABLE

(1) CHARGE TO: Dept. Regional Railroad Authority Date November 27, 1990

2) Appropriation Item	Consulting Services
-----------------------	---------------------

For Accounting Use Only			
Claim #		Date Paid	
CA	PA800	1	
1-2	3-7	8	9-14

WARRANT NO.

(3) Code

RFC	Fund	Dept	Object	Amount
	591	59103	020102	\$79,406.61
15-17	18-20	21-25	26-31	32-41

\$79,406.61
Total

(4) PAY TO: 2 _____ 9-22
8 First Name & Initial
BRW, Inc.

Last Name or Firm Name	23-52
Thresher Square	

53-76

3 700 S. Third Street

8	Address	9-32
	Minneapolis, MN	

Minneapolis, MN

City	State	33-54
------	-------	-------

55415

Zip Code 55-59

Soc	Sec	No			
		OR			
Fed	Tax	ID	60-71		

(5) On Check Stub Put: 4 Partial Pymt 13; Inv. 59864; Phase I PE/EIS--Midway Corr.

5 Agreement PA800; Acct. 59103-020102; 9/30/90

For Risk Management
Use Only

8 9-24

Last Name	First Name
-----------	------------

(6) SEND TO: _____ Use only if Payee and/or
Address differs from
Address _____ Item 4

(7) Attach to the back of this form: Original Invoices, Receipts, Certified Claims or other documents.

Preparer's Signature: /s/ Bette Kurysh

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

Authorized Signature: A. B. [Signature]

NOTE: The vendor's Social Security Number will be used to report taxable income to the Internal Revenue Service. This data is considered private under Minnesota Statutes 15.165, but we will not be able to process this claim without it.

BA-354 (02 - 89)

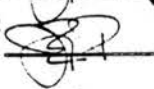
FOR INSTRUCTIONS SEE ACCOUNTING SYSTEM PROCEDURES MANUAL

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

PARTIAL PAYMENT NO.13

PREPARED BY: 

PROJECT: PHASE I PE/EIS STUDIES FOR THE MIDWAY CORRIDOR
CONTRACT AGREEMENT NUMBER RCRRA-89-003

ENTERED BY: 

PROJECT COST CENTER: 59103

AGREEMENT NO: PA 800

DATE: 26 NOV 90

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY
316 COURTHOUSE
ST. PAUL, MN 55102

CONTRACTOR: BRW, INC.
THRESHER SQUARE
700 THIRD STREET SOUTH
MINNEAPOLIS, MN 55415

ACCOUNT NUMBER 59103-020102

PERCENT COMPLETED 72.3%

TOTAL VALUE OF WORK CERTIFIED - 30 SEPT 90

\$1,155,340.39

LESS 5% RETAINAGE

\$57,767.02

AMOUNT DUE

\$1,097,573.37

LESS PREVIOUSLY APPROVED PAYMENTS:

\$1,010,598.19

ALLOWABLE PAYMENT FOR THIS PARTIAL:

\$86,975.18

THIS IS TO CERTIFY THAT I HAVE EXAMINED THE WORK AND DETAIL OF THE INVOICE, AND
FIND THE TASKS LISTED HAVE BEEN COMPLETED IN ACCORDANCE WITH AGREEMENT REQUIREMENTS.

11/25/90
DATE

Walter K. Kowalski
DIRECTOR, RC REGIONAL RAILROAD PLANNING

9/26/90
DATE

Paul M. Lane
CONSULTANT

PREVIOUS PARTIALS:	RCRRA SHARE	HCRRRA SHARE	TOTAL
PARTIAL PAYMENT NO. 1	\$22,793.28	\$2,960.20	\$25,753.48
PARTIAL PAYMENT NO. 2	\$16,204.16	\$2,162.13	\$18,366.29
PARTIAL PAYMENT NO. 3	\$11,462.24	\$1,450.12	\$12,912.36
PARTIAL PAYMENT NO. 4	\$25,132.71	\$3,244.59	\$28,377.30
PARTIAL PAYMENT NO. 5	\$50,216.59	\$6,662.10	\$56,878.69
PARTIAL PAYMENT NO. 6	\$55,234.37	\$7,274.62	\$62,508.99
PARTIAL PAYMENT NO. 7	\$74,637.71	\$9,938.04	\$84,575.75
PARTIAL PAYMENT NO. 8	\$75,747.93	\$10,078.03	\$85,825.96
PARTIAL PAYMENT NO. 9	\$107,136.59	\$14,316.72	\$121,453.31
PARTIAL PAYMENT NO.10	\$107,744.28	\$13,616.50	\$121,360.78
PARTIAL PAYMENT NO.11	\$142,385.49	\$15,039.28	\$157,424.77
PARTIAL PAYMENT NO.12	\$213,660.52	\$21,499.99	\$235,160.51
PARTIAL PAYMENT NO.13	\$79,406.61	\$7,568.57	\$86,975.18
PARTIAL PAYMENT TOTAL:	\$981,762.48	\$115,810.89	\$1,097,573.37

SUMMARY OF AGREEMENT

AMENDED AGREEMENT AMOUNT:

\$1,598,039.

LESS TOTAL PARTIAL PAYMENTS (INCLUDING THIS PAYMENT)

\$1,097,573.37

AMOUNT REMAINING ON AGREEMENT

\$500,465.63



MINNEAPOLIS • DENVER • PHOENIX • TUCSON • ST PETERSBURG

INVOICE
59864

Mr. James Tolaas
Ramsey County RRA
316 Courthouse
15 West Kellogg Blvd.
St. Paul, MN 55102

Mr. Ken Stevens
Hennepin County RRA
A-2307 Government Center
Minneapolis, MN 55487-0237

DATE: September 30, 1990

JOB NO: 41-8923 through
41-8939, 62-8944,
62-8954, 26-8956,
62-9004 through
62-9010, 26-9001
through 26-9003

INVOICE PERIOD: September 1-30, 1990
INVOICE DATE: September 30, 1990
FEDERAL TAX ID NUMBER: 41-1625272

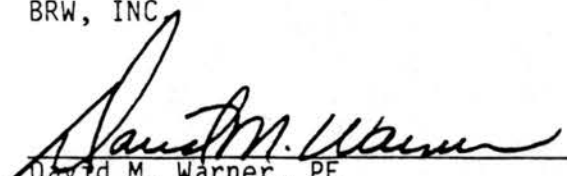
For Professional Services provided to the Ramsey County Regional Railroad Authority and the Hennepin County Regional Railroad Authority in preparation of Phase I Preliminary Engineering and an Environmental Impact Statement for light rail transit in the Midway Corridor, in accord with Agreement No. RCRRA 89-003.

AGENCY	DUE THIS BILLING	PAST AMOUNT INVOICED	TOTAL INVOICED TO DATE
Ramsey County RRA	\$ 83,585.90	\$ 949,848.29	\$1,033,434.19
o Less 5% Retainage	4,179.28 29	47,492.01 42	51,671.29 71
o Due This Billing	\$ 79,406.62 1	\$ 902,356.28 45 87	\$ 981,762.90 48
Hennepin County RRA	\$ 7,966.92	\$ 113,939.28	\$ 121,906.20
o Less 5% Retainage	398.35	5,697.80 26	6,096.15 5.21
o Due This Billing	\$ 7,568.57	\$ 108,241.48 42 22	\$ 115,810.03 89

NOTE: See the attached details on cost by work tasks and allocation of cost to each RRA.

I hereby certify that the above statement is just and correct and payment has not been received.

BRW, INC


David M. Warner, PE
Senior Associate

ATTACHMENT NUMBER 1 TO AGREEMENT RCRA - 89003
 COST DETERMINATION BY WORK TASK FOR RCRA AND RCRA
 INVOICE PERIOD : SEPTEMBER 1, 1990 - SEPTEMBER 30, 1990
 FILENAME: 89003_1

WORK TASK	JOB NUMBER	LABOR *	DIRECT EXPENSES **	TOTAL	BCRA ALLOCATION AMOUNT %	RCRA ALLOCATION AMOUNT %
0 PROJECT MANAGEMENT	41-8923	\$2,873.00	\$8.47	\$2,881.47	89% \$2,564.51	11% \$316.96
1 PROJECT INITIATION	41-8924	\$0.00	\$0.00	\$0.00	88% \$0.00	12% \$0.00
2 COMMUNITY PARTICIPATION PROGRAM	41-8925	\$8,505.90	\$479.18	\$8,985.08	90% \$8,086.57	10% \$898.51
3 SYSTEM PLANNING AND ENGINEERING	41-8926, 41-8937, 62-8944, 62-9009, 26-8956, 26-9002	\$12,127.96	\$2,037.47	\$14,165.43	88% \$12,465.58	12% \$1,699.85
4 ROUTE ENGINEERING AND DESIGN	41-8927, 41-8938, 62-9004, 62-9010, 26-9001, 26-9003	\$15,681.64	\$533.63	\$16,215.27	88% \$14,269.44	12% \$1,945.83
5 PROTOTYPICAL STATION ZONE DESIGN	41-8928, 41-8939, 62-9005, 62-9014	\$104.00	\$0.00	\$104.00	90% \$93.60	10% \$10.40
6 SUPPORT FACILITIES	41-8929, 62-9006	\$0.00	\$0.00	\$0.00	100% \$0.00	0% \$0.00
7 COST ANALYSIS	41-8930, 62-9007	\$379.60	\$3,502.60	\$3,882.20	88% \$3,416.34	12% \$465.86
8 FINANCE AND MANAGEMENT ANALYSIS	41-8931, 41-8936	\$0.00	\$0.00	\$0.00	90% \$0.00	10% \$0.00
9 IMPLEMENTATION PLANNING	41-8932	\$0.00	\$0.00	\$0.00	90% \$0.00	10% \$0.00
10 ENVIRONMENTAL STUDIES	41-8933, 62-8954, 62-9015, 26-9007	\$21,709.22	\$203.35	\$21,912.57	88% \$19,283.06	12% \$2,629.51
11 SELECT LOCALLY PRE- FERRED ALTERNATIVE	41-8934	\$0.00	\$0.00	\$0.00	88% \$0.00	12% \$0.00
12 WORK PROGRAM- PHASE II PRELIMINARY ENGINEERING	41-8935, 62-9008	\$0.00	\$0.00	\$0.00	88% \$0.00	12% \$0.00
13 CAPITOL AREA TUNNEL	26-9005, 41-9023, 62-9029	\$4,685.72	\$2,279.07	\$6,964.79	100% \$6,964.79	0% \$0.00
14 DOWNTOWN AREA TUNNEL	26-9004, 41-9022, 62-9016	\$13,761.54	\$2,680.47	\$16,442.01	100% \$16,442.01	0% \$0.00
TOTAL		\$79,828.58	\$11,724.24	\$91,552.82	\$83,585.90	\$7,966.92

BRW, INC.

SEPTEMBER 30, 1990
INVOICE NO DRAFT
JOB NO. 04189.23

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
WOLSFELD, RICHARD	4.0	135.20	540.80
SR. ASSOCIATE			
WARNER, DAVID	24.0	78.00	1,872.00
TECHNICIAN I			
ASHLAND, CAROL	1.1	26.00	28.60
BUCKLEY, SUSAN	0.2	26.00	5.20
KRUEGER, DUFF	1.5	26.00	39.00
ROKHOUDE, NANCY	0.6	26.00	15.60
SCHODDENBERG, KATHY	1.2	26.00	31.20
THATCHER, JENNIE	13.1	26.00	340.60
SUBTOTALS	17.7		460.20
TOTALS	45.7		2,873.00

TOTAL LABOR 2,873.00

TOTAL THIS JOB \$ 2,873.00

=====

ERM, INC.

INVOICE NO. DRAFT
JOB NO. 04189.23

MIDWAY LRT SYSTEM ENG

JOB NO. 02689.56

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	2.0	135.20	270.40
ASSOCIATE			
BERTELSEN, JOHN	3.5	72.80	254.80
TECHNICIAN III			
SHARROCK, JOSEPH	24.0	36.40	873.60
TECHNICIAN II			
BLUM, BARBARA	1.2	33.80	40.56
TOTALS	30.7		1,439.36

TOTAL LABOR 1,439.36

TOTAL THIS JOB \$ 1,439.36

MIDWAY LRT ROUTE ENG

JOB NO. 02690.01

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PROFESSIONAL II			
SKOW, BRADLEY	24.0	57.20	1,372.80
TECHNICIAN III			
JOHNSON, PAUL	16.3	36.40	593.32

BRW, INC.

INVOICE NO. DRAFT

JOB NO. 04189.23

TECHNICIAN II			
BLUM, BARBARA	1.6	33.80	54.08
TECHNICIAN I			
JENSEN, KENNETH	1.2	26.00	31.20
TOTALS	43.1		2,051.40

TOTAL LABOR 2,051.40

TOTAL THIS JOB \$ 2,051.40

MIDWAY LRT DWNTX SVS PLX

JOB NO. 02690.02

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	1.0	135.20	135.20
ASSOCIATE			
BERTELSEN, JOHN	8.5	72.80	618.80
TOTALS	9.5		754.00

TOTAL LABOR 754.00

TOTAL THIS JOB \$ 754.00

MIDWAY LRT DWNTX TUNNEL

JOB NO. 02690.04

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

BRW, INC.

INVOICE NO. DRAFT
JOB NO. 04189.23

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PROFESSIONAL II			
FISCHER, DOUGLAS	8.0	57.20	457.60
TECHNICIAN III			
GILBERT, GREGORY	16.0	36.40	582.40
TECHNICIAN II			
BLUM, BARBARA	3.8	33.80	128.44
MCHELIS, JOHN SCOTT	24.0	33.80	811.20
SUBTOTALS	27.8		939.64
TECHNICIAN I			
JENSEN, KENNETH	1.3	26.00	33.80
LAIHO, LAURIE	0.4	26.00	10.40
LAYER, JULIE	0.4	26.00	10.40
SUBTOTALS	2.1		54.60
TOTALS	53.9		2,034.24

TOTAL LABOR 2,034.24

TOTAL THIS JOB \$ 2,034.24

MIDWAY LRT CAP TUNNEL

JOB NO. 02690.05

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	0.5	135.20	67.60
PROFESSIONAL II			
FISCHER, DOUGLAS	8.0	57.20	457.60
TECHNICIAN III			
GILBERT, GREGORY	6.0	36.40	218.40
TECHNICIAN II			
MCHELIS, JOHN SCOTT	24.0	33.80	811.20

BRW, INC.

INVOICE NO. DRAFT
JOB NO. 04189.25

TECHNICIAN I			
JENSEN, KENNETH	0.5	26.00	13.00
LAIHO, LAURIE	0.2	26.00	5.20
SUBTOTALS	0.7		18.20
TOTALS	39.2		1,573.00

TOTAL LABOR 1,573.00

TOTAL THIS JOB \$ 1,573.00
=====

MIDWAY LRT EIS-ENGINEER

JOB NO. 02690.07

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PROFESSIONAL I			
JENSEN, STEVEN	3.0	44.20	132.60
TOTAL LABOR			132.60

TOTAL THIS JOB \$ 132.60
=====

MIDWAY LRT-COMMUNITY PAR

JOB NO. 04189.25

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
WOLSFELD, RICHARD	9.0	135.20	1,216.80
SR. ASSOCIATE			

BRW, INC.

INVOICE NO. DRAFT

JOB NO. 04189.23

WARNER, DAVID	15.0	78.00	1,170.00
ASSOCIATE			
MOORE, DOUGLAS	5.5	72.80	400.40
PROFESSIONAL I			
COLBURN, ELIZABETH	74.5	44.20	3,292.90
SR. TECHNICIAN			
PATRICK, CHRISTOPHER	20.0	41.60	832.00
TECHNICIAN III			
ELLINGSON, RITCH	0.2	36.40	7.28
TECHNICIAN II			
ANDERSON, BETTY	4.7	33.80	158.86
HAWKINSON, TOM	5.0	33.80	169.00
STUBBS, ROBERT	3.7	33.80	125.06
SUBTOTALS	13.4		452.92
TECHNICIAN I			
ASHLAND, CAROL	1.9	26.00	49.40
BEYER, GINA	0.7	26.00	18.20
BILGUTAY, ANTAY	0.3	26.00	7.80
BUCKLEY, SUSAN	0.1	26.00	2.60
GUNDERSON, ANJA	1.0	26.00	26.00
HARRICK, CLAUDIA	1.8	26.00	46.80
HENDERSON, JANE	1.6	26.00	41.60
JENSEN, KENNETH	0.1	26.00	2.60
KRUEGER, DUFF	1.2	26.00	31.20
MOLITOR, LINDA	1.5	26.00	39.00
NIHART, JAMES	4.2	26.00	109.20
PIETZ, BRENDA LEE	0.4	26.00	10.40
ROKHOUDE, HANCV	2.6	26.00	67.60
ZIMMERMAN, MICHAEL	26.2	26.00	681.20
SUBTOTALS	43.6		1,133.60
TOTALS	181.2		8,505.90

TOTAL LABOR 8,505.90

TOTAL THIS JOB \$ 8,505.90

BRW, INC.

INVOICE NO. DRAFT

JOB NO. 04189.23

MIDWAY LRT-SYSTEM PLAN.

JOB NO. 04189.26

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. ASSOCIATE			
PRESTON, HOWARD	1.5	78.00	117.00
PROFESSIONAL II			
SMITH, WILLIAM	43.0	57.20	2,459.60
TECHNICIAN I			
ASHLAND, CAROL	1.2	26.00	31.20
BUCKLEY, SUSAN	0.3	26.00	7.80
HARRICK, CLAUDIA	0.5	26.00	13.00
JENSEN, KENNETH	0.2	26.00	5.20
KRUEGER, DUFF	2.0	26.00	52.00
PIETZ, BRENDA LEE	0.8	26.00	20.80
ROKHOUDE, NANCY	0.5	26.00	13.00
SUBTOTALS	5.5		143.00
TOTALS	50.0		2,719.60

TOTAL LABOR 2,719.60

TOTAL THIS JOB \$ 2,719.60

MIDWAY LRT-ROUTE ENG.

JOB NO. 04189.27

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			

BRW, INC.

INVOICE NO. DRAFT
JOB NO. 04189.23

WOLSFELD, RICHARD	3.5	135.20	473.20
SR. ASSOCIATE			
WARNER, DAVID	40.0	78.00	3,120.00
TECHNICIAN II			
HAWKINSON, TOM	1.7	33.80	57.46
TECHNICIAN I			
ASHLAND, CAROL	1.4	26.00	36.40
BUCKLEY, SUSAN	1.3	26.00	33.80
HAMRICK, CLAUDIA	0.5	26.00	13.00
MOLITOR, LINDA	5.3	26.00	137.80
PIETZ, BRENDA LEE	1.0	26.00	26.00
ROKHOUDE, NANCY	1.5	26.00	39.00
SUBTOTALS	11.0		286.00
TOTALS	56.2		3,936.66

TOTAL LABOR 3,936.66

TOTAL THIS JOB \$ 3,936.66
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MIDWAY LRT-COST ANALYSIS

JOB NO. 04189.30

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. ASSOCIATE			
WARNER, DAVID	4.0	78.00	312.00
TECHNICIAN II			
HAWKINSON, TOM	1.0	33.80	33.80
TECHNICIAN I			
KRUEGER, DUFF	1.0	26.00	26.00
ROKHOUDE, NANCY	0.3	26.00	7.80
SUBTOTALS	1.3		33.80
TOTALS	6.3		379.60

BRW, INC.

INVOICE NO. DRAFT

JOB NO. 04189.23

TOTAL LABOR 379.60

TOTAL THIS JOB \$ 379.60

MIDWAY LRT-ENVIRON. STDV

JOB NO. 04189.33

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. ASSOCIATE			
WARNER, DAVID	21.0	78.00	1,638.00
ASSOCIATE			
HEPPELMANN, TONY	6.0	72.80	436.80
HAU, RICHARD	3.5	72.80	254.80
SUBTOTALS	9.5		691.60
SR. PROFESSIONAL			
RUEHR, ERIK	4.0	67.60	270.40
PROFESSIONAL II			
HILES, MARK	41.5	57.20	2,373.80
SMITH, WILLIAM	11.0	57.20	629.20
TRICE, WILLIAM	38.5	57.20	2,202.20
WITZIG, JEANNE	2.5	57.20	143.00
SUBTOTALS	93.5		5,348.20
PROFESSIONAL I			
GREEN, ROBERT	15.0	44.20	663.00
HIXIKER, CHRISTIAN	47.0	44.20	2,077.40
SUBTOTALS	62.0		2,740.40
SR. TECHNICIAN			
BARTEL, DAVID	6.0	41.60	249.60
PATRICK, CHRISTOPHER	33.5	41.60	1,393.60
SUBTOTALS	39.5		1,643.20
TECHNICIAN III			
ELLINGSON, RITCH	0.3	36.40	10.92
TECHNICIAN II			

BRW, INC.

INVOICE NO. DRAFT
JOB NO. 04189.23

LAMPPA, JASON	19.5	33.80	659.10
TECHNICIAN I			
ASHLAND, CAROL	1.2	26.00	31.20
BEVER, GINA	4.3	26.00	111.80
BUCKLEY, SUSAN	0.7	26.00	18.20
KRUEGER, DUFF	1.0	26.00	26.00
MINART, JAMES	106.1	26.00	2,758.60
PIETZ, BRENDA LEE	11.2	26.00	291.20
SCHODENBERG, KATHY	4.0	26.00	104.00
WINFREY, MARK	6.0	26.00	156.00
ZIMMERMAN, MICHAEL	11.3	26.00	293.80
SUBTOTALS	145.8		3,790.80
TOTALS	395.1		16,792.62

TOTAL LABOR 16,792.62

TOTAL THIS JOB \$ 16,792.62

MIDWAY LRT DWNTN SYS PLN

JOB NO. 04189.37

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PROFESSIONAL II			
WILES, MARK	21.0	57.20	1,201.20
PROFESSIONAL I			
CULLEN, SANDRA	35.0	44.20	1,547.00
SR. TECHNICIAN			
PATRICK, CHRISTOPHER	13.0	41.60	540.80
TECHNICIAN II			
LAMPPA, JASON	34.0	33.80	1,149.20
TECHNICIAN I			
BEVER, GINA	0.4	26.00	10.40
BUCKLEY, SUSAN	0.6	26.00	15.60
DAVEY, DAVID	6.5	26.00	169.00

BRW, INC.

INVOICE NO. DRAFT

JOB NO. 04189.23

GOOLEY, TIMOTHY	6.0	26.00	156.00
GREEN, KENT	3.0	26.00	78.00
JENSEN, KENNETH	0.4	26.00	10.40
SHAW, KATHRYN	1.0	26.00	26.00
ZIMMERMAN, MICHAEL	8.5	26.00	221.00
SUBTOTALS	26.4		686.40

TOTALS	129.4		5,124.60
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TOTAL LABOR 5,124.60

TOTAL THIS JOB \$ 5,124.60

MIDWAY LRT DWNTH RTE ENG

JOB NO. 04189.38

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
WOLSFELD, RICHARD	1.0	135.20	135.20

TOTAL LABOR 135.20

TOTAL THIS JOB \$ 135.20

MIDWAY LRT DWNTH TUNNEL

JOB NO. 04190.22

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
WOLSFELD, RICHARD	12.0	135.20	1,622.40

ERN, INC.

INVOICE NO. DRAFT
JOB NO. 04189.23

ASSOCIATE			
JAHN, BERNARD	6.0	72.80	436.80
PROFESSIONAL II			
MILES, MARK	74.0	57.20	4,232.80
SMITH, WILLIAM	41.0	57.20	2,345.20
SUBTOTALS	115.0		6,578.00
PROFESSIONAL I			
MINIKER, CHRISTIAN	4.5	44.20	198.90
SR. TECHNICIAN			
PATRICK, CHRISTOPHER	2.0	41.60	83.20
TECHNICIAN I			
ASHLAND, CAROL	2.4	26.00	62.40
BUCKLEY, SUSAN	0.3	26.00	7.80
HARRICK, CLAUDIA	1.5	26.00	39.00
HENDERSON, JANE	0.8	26.00	20.80
PIETZ, BRENDA LEE	1.0	26.00	26.00
ROKHOUDE, KANCY	0.9	26.00	23.40
SUBTOTALS	6.9		179.40
TOTALS	146.4		9,098.70

TOTAL LABOR 9,098.70

TOTAL THIS JOB \$ 9,098.70

RCRRA SYSTEM PLAN/ENG

JOB NO. 06289.44

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL	HOURS	RATE	AMOUNT
PROFESSIONAL II			
RILEY, STEPHEN	33.0	57.20	1,887.60
TECHNICIAN I			
HARRICK, CLAUDIA	0.6	26.00	15.60
MCCORMICK, ANGELA	0.2	26.00	5.20
SCHODDENEBS, KATHY	1.0	26.00	26.00

BRW, INC.

INVOICE NO. DRAFT
JOB NO. 04189.23

SUBTOTALS	1.8	46.80
TOTALS	34.8	1,934.40
TOTAL LABOR		1,934.40

TOTAL THIS JOB \$ 1,934.40
=====

MIDWAY LRT ROUTE ENG DSG

JOB NO. 06290.04

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. ASSOCIATE			
SMOLUCHOWSKI, PETER	30.0	78.00	2,340.00
SR. PROFESSIONAL			
MALLOY, STEPHEN	17.0	67.60	1,149.20
STROMG, RICHARD	21.5	67.60	1,453.40
SUBTOTALS	38.5		2,602.60

PROFESSIONAL II

RILEY, STEPHEN	11.0	57.20	629.20
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TECHNICIAN II

HAWKINSON, TOM	1.0	33.80	33.80
WICKLUND, DAVID	31.5	33.80	1,064.70
ZIMMERMAN, MARK	6.0	33.80	202.80
SUBTOTALS	38.5		1,301.30

TECHNICIAN I

ASHLAND, CAROL	0.6	26.00	15.60
BEYER, GINA	1.1	26.00	28.60
CONNEL, DUNCAN	13.0	26.00	338.00
HARRICK, CLAUDIA	1.1	26.00	28.60
JENSEN, KENNETH	0.9	26.00	23.40
KRUEGER, DUFF	1.0	26.00	26.00
MERRILL, GREGORE	0.6	26.00	15.60
SCHODENBERG, KATHY	0.5	26.00	13.00
SHAW, KATHRYN	1.0	26.00	26.00
SUBTOTALS	19.8		514.80

TOTALS	137.8		7,387.90
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BRW, INC.

INVOICE NO. DRAFT

JOB NO. 04189.23

TOTAL LABOR 7,387.90

TOTAL THIS JOB \$ 7,387.90

MIDWAY LRT STATION DESGN

JOB NO. 06290.05

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. TECHNICIAN			
BLANKENSHIP, TIMOTHY	2.5	41.60	104.00

TOTAL LABOR 104.00

TOTAL THIS JOB \$ 104.00

MIDWAY LRT DWNTN SYS PLN

JOB NO. 06290.09

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. ASSOCIATE			
SMYLUCHOWSKI, PETER	2.0	78.00	156.00

TOTAL LABOR 156.00

TOTAL THIS JOB \$ 156.00

BRW, INC.

INVOICE NO. DRAFT

JOB NO. 04189.23

MIDWAY LRT DWXTH RT ENGR

JOB NO. 06290.10

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
TECHNICIAN I			
ASHLAND, CAROL	0.6	26.00	15.60
TOTAL LABOR			15.60
			=====
TOTAL THIS JOB \$			15.60
			=====

MIDWAY LRT CULTURAL RES

JOB NO. 06290.15

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
ASSOCIATE			
HUDAK, JOSEPH	16.0	72.80	1,164.80
WEBER, WILLIAM	0.5	72.80	36.40
SUBTOTALS	16.5		1,201.20
PROFESSIONAL II			
BAILEY, THOMAS	56.0	57.20	3,203.20
PROFESSIONAL I			
HALLORAN, TERESA	8.0	44.20	353.60
TECHNICIAN I			
SHAW, KATHRYN	1.0	26.00	26.00
TOTALS	81.5		4,784.00

BRW, INC.

INVOICE NO. DRAFT
JOB NO. 04189.23

TOTAL LABOR 4,784.00

TOTAL THIS JOB \$ 4,784.00
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MIDWAY LRT DWTN TUNNEL

JOB NO. 06290.16

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. ASSOCIATE			
SMOLUCHOWSKI, PETER	2.0	76.00	156.00
PROFESSIONAL II			
RILEY, STEPHEN	3.0	57.20	171.60
TECHNICIAN II			
JASNOCH, JAY	67.0	33.80	2,264.60
TECHNICIAN I			
JENSEN, KENNETH	1.4	26.00	36.40
TOTALS	73.4		2,628.60

TOTAL LABOR 2,628.60

TOTAL THIS JOB \$ 2,628.60
=====

MIDWAY LRT CAP TUNNEL

JOB NO. 06290.29

PROFESSIONAL SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 1990

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
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BRW, INC.

INVOICE NO. DRAFT

JOB NO. 04189.23

SR. ASSOCIATE			
SMOLUCHOWSKI, PETER	11.0	78.00	858.00
PROFESSIONAL II			
RILEY, STEPHEN	35.5	57.20	2,030.60
TECHNICIAN II			
HAWKINSOM, TOM	1.4	33.80	47.32
TECHNICIAN I			
ASHLAND, CAROL	2.0	26.00	52.00
HAMRICK, CLAUDIA	1.4	26.00	36.40
MCCORMICK, ANGELA	1.0	26.00	26.00
PIETZ, BRENDA LEE	1.3	26.00	33.80
SCHODDERBERG, KATHY	1.1	26.00	28.60
SUBTOTALS	6.8		176.80
TOTALS	54.7		3,112.72

TOTAL LABOR 3,112.72

TOTAL THIS JOB \$ 3,112.72

INVOICE TOTALS

TOTAL LABOR	77,673.70
TOTAL CONSULTANTS	
TOTAL EXPENSE	
TOTAL FEE	
TOTAL INTEREST	

77,673.70

BRW, INC.

BILLING SUMMARY

CURRENT PERIOD COSTS	-- LABOR --		-- EXPENSES --	
	HOURS	AMOUNT	REIMB.	DIRECT&IND
TOTALS	1578.0	23,732.40	67,593.45	

COSTS THIS RUN

TOTAL LABOR	77,673.70
TOTAL CONSULTANTS	
TOTAL EXPENSE	
TOTAL FEE	
TOTAL INTEREST	

** END OF BILLING RUN **

ATTACHMENT B - DIRECT COST AND SUBCONTRACTORS

AGREEMENT NO RCRRA-89003

INVOICE PERIOD : 1 SEPTEMBER 1990 - 30 SEPTEMBER 1990

FILENAME: 89003_B

OTHER DIRECT NON-SALARY COSTS

BRW GRAPHIC REPRODUCTION DEPARTMENT	\$387.90
AUTO/MILEAGE	284.49
OUTSIDE REPRODUCTION/PHOTO	261.49
POSTAGE/DELIVERY	153.39
LIBRARY/REFERENCE	2,045.00

TOTAL	\$3,132.27
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SUBCONTRACTORS

PARSONS BRINKERHOFF	\$4,478.56
BECHTEL CORPORATION	\$0.00
LTK ENGINEERING SERVICES	\$3,683.81

TOTAL	\$8,162.37
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|                |             |
|----------------|-------------|
| TOTAL EXPENSES | \$11,294.64 |
|----------------|-------------|



BRW, INC.  
THRESHER SQUARE, 700 THIRD STREET SOUTH, MINNEAPOLIS, MN 55415

PLANNING  
TRANSPORTATION  
ENGINEERING  
URBAN DESIGN

GRAPHIC  
REPRODUCTION  
DEPARTMENT

Mr. James Tolaas  
Ramsey County RRA  
316 Courthouse  
15 West Kellogg Blvd.  
St. Paul, MN 55102

Mr. Ken Stevens  
Hennepin County RRA  
A-2307 Government Center  
Minneapolis, MN 55487-0237

JOB NO.

41-8923 through 41-8939,  
62-8944

Page 1 of 3

Project Name: Midway LRT

CAMERA DEPARTMENT

| Date                       | Quantity | Description               | Unit Price | Total    |
|----------------------------|----------|---------------------------|------------|----------|
| 8/31/90                    | 1        | Presentation Board        | \$ 1.25    | \$ 1.25  |
| 8/31/90                    | 1        | Presentation Board        | 9.00       | 9.00     |
| 9/04/90                    | 1        | Meeting Materials         | 4.59       | 4.59     |
| 9/05/90                    | 3        | Stats Needed for Xeroxing | 1.25       | 3.75     |
| 9/05/90                    | 3        | Stats Needed for Xeroxing | .90        | 2.70     |
| 9/10/90                    | 1        | Presentation Board        | 1.25       | 1.25     |
| 9/10/90                    | 1        | Presentation Board        | 9.00       | 9.00     |
| 9/10/90                    | 3        | County Handouts           | 2.25       | 6.75     |
| Subtotal Camera Department |          |                           |            | \$ 38.29 |

XEROX DEPARTMENT

| Date    | No. Orig. | No. Copies | Description                  | Unit Price | Total  |
|---------|-----------|------------|------------------------------|------------|--------|
| 9/04/90 | 20        | 1          | Overheads For 9-4-90 Meeting | \$ .04     | \$ .80 |
| 9/04/90 | 16        | 10         | Meeting Handouts             | .04        | 6.40   |
| 9/05/90 | 6         | 10         | Meeting Handouts             | .04        | 2.40   |
| 9/06/90 | 6         | 10         | Copies for Meeting           | .04        | 2.40   |
| 9/06/90 | 3         | 1          | Public Form Table Name Tags  | .04        | .12    |
| 9/07/90 | 92        | 5          | Meeting Handouts             | .04        | 18.40  |
| 9/10/90 | 8         | 1          | Public Forum Name Tags       | .04        | .32    |
| 9/13/90 | 6         | 12         | CAAPB Meeting                | .04        | 2.88   |
| 9/13/90 | 7         | 60         | DTF Agenda/Minutes/Handouts  | .04        | 16.80  |
| 9/13/90 | 22        | 55         | DTF Agenda/Minutes/Handouts  | .04        | 48.40  |

Subtotal Xerox Department \$ 98.92

TOTAL DUE THIS INVOICE



BRW, INC.  
THRESHER SQUARE, 700 THIRD STREET SOUTH, MINNEAPOLIS, MN 55415

PLANNING  
TRANSPORTATION  
ENGINEERING  
URBAN DESIGN

GRAPHIC  
REPRODUCTION  
DEPARTMENT

Mr. James Tolaas  
Ramsey County RRA  
316 Courthouse  
15 West Kellogg Blvd.  
St. Paul, MN 55102

Mr. Ken Stevens  
Hennepin County RRA  
A-2307 Government Center  
Minneapolis, MN 55487-0237

JOB NO.  
41-8923 through 41-8939,  
62-8944

Page 2 of 3

Project Name: Midway LRT

CAMERA DEPARTMENT

| Date                       | Quantity | Description                           | Unit Price | Total    |
|----------------------------|----------|---------------------------------------|------------|----------|
| 9/12/90                    | 15       | DEIS Figures                          | \$ 4.35    | \$ 65.25 |
| 9/12/90                    | 2        | DEIS Figures                          | 2.25       | 4.50     |
| 9/18/90                    | 1        | Stat For Xeroxing                     | 1.25       | 1.25     |
| 9/18/90                    | 1        | Stat For Xeroxing                     | .90        | .90      |
| 9/24/90                    | 3        | Renovations For New Corridor Base Map | 2.25       | 6.75     |
| 9/24/90                    | 4        | Renovations For New Corridor Base Map | 2.95       | 11.80    |
| 9/24/90                    | 2        | Renovations For New Corridor Base Map | 12.25      | 24.50    |
| 9/25/90                    | 2        | Base Map For DEIS                     | 2.20       | 4.40     |
| 9/25/90                    | 3        | Mylars for Corridor Base Map          | 2.25       | 6.75     |
| Subtotal Camera Department |          |                                       |            | \$126.10 |

XEROX DEPARTMENT

| Date                      | No. Orig. | No. Copies | Description                       | Unit Price | Total    |
|---------------------------|-----------|------------|-----------------------------------|------------|----------|
| 9/14/90                   | 29        | 12         | Copies for Distribution           | \$ .04     | \$ 13.92 |
| 9/17/90                   | 109       | 1          | RCRRA Copy                        | .04        | 4.36     |
| 9/18/90                   | 6         | 20         | CAAPB Meeting                     | .04        | 4.80     |
| 9/19/90                   | 6         | 20         | Meeting Handouts                  | .04        | 4.80     |
| 9/19/90                   | 89        | 2          | Communication Documents for RCRRA | .04        | 7.12     |
| 9/19/90                   | 70        | 2          | Communication Documents for RCRRA | .04        | 5.60     |
| 9/20/90                   | 7         | 30         | DTF Meeting Handouts              | .04        | 8.40     |
| 9/21/90                   | 7         | 20         | DTF Follow-up Handouts            | .04        | 5.60     |
| 9/21/90                   | 1         | 40         | DTF Follow-up Handouts            | .04        | 1.60     |
| 9/26/90                   | 111       | 1          | Copy of Estimate for RCRRA        | .04        | 4.44     |
| Subtotal Xerox Department |           |            |                                   |            | \$ 60.64 |

TOTAL DUE THIS INVOICE





BRW, INC.  
THRESHER SQUARE, 700 THIRD STREET SOUTH, MINNEAPOLIS, MN 55415

PLANNING  
TRANSPORTATION  
ENGINEERING  
URBAN DESIGN

GRAPHIC  
REPRODUCTION  
DEPARTMENT

Mr. James Tolaas  
Ramsey County RRA  
316 Courthouse  
15 West Kellogg Blvd.  
St. Paul, MN 55102

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A-2307 Government Center  
Minneapolis, MN 55487-0237

JOB NO.

41-8923 through 41-8939,  
62-8944

Page 3 of 3

Project Name: Midway LRT

CAMERA DEPARTMENT

| Date    | Quantity | Description                  | Unit Price | Total   |
|---------|----------|------------------------------|------------|---------|
| 9/25/90 | 3        | Mylars for Corridor Base Map | \$ 2.20    | \$ 6.60 |
| 9/26/90 | 1        | STAT for Xeroxing            | 1.25       | 1.25    |
| 9/26/90 | 1        | STAT for Xeroxing            | .90        | .90     |

Subtotal Camera Department \$ 8.75

XEROX DEPARTMENT

| Date    | No. Orig. | No. Copies | Description                  | Unit Price | Total    |
|---------|-----------|------------|------------------------------|------------|----------|
| 9/26/90 | 9         | 95         | MCTF Agenda/Minutes/Handouts | \$ .04     | \$ 34.20 |
| 9/26/90 | 7         | 75         | MCTF Agenda/Minutes/Handouts | .04        | 21.00    |

Subtotal Xerox Department \$ 55.20

TOTAL DUE THIS INVOICE \$387.90