



Ramsey County Regional Railroad Authority.
Records.

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file



Kathy Despiegelaere
Ramsey County Regional
Railroad Authority
Documentation

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

Ramsey County Regional Railroad Authority
316 Courthouse, St. Paul, Minnesota 55102 612-298-4145 / FAX 292-6689

AGENDA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

SPECIAL MEETING

TUESDAY, AUGUST 18, 1992

11:00 A.M. - Large Conference Room - 316

R92-30

1. * Approve the 1993 Proposed Tax Levy for the Truth in Taxation Notice of \$1,068,446, which, in accordance with the Truth in Taxation Law, must be certified to the Property Records and Revenue Department by September 15, 1992.

* Action is Requested.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Originating Department

K. DeSpiegelaere 8/6/92
Authorized Signature Date

Board Action Requested

Approve the 1993 proposed tax levy for the Truth in Taxation Notice of \$1,068,446 which, in accordance with the Truth in Taxation Law, must be certified to the County Property Records and Revenue Department by September 15, 1992.

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

August 18, 1992

Board Date

Signature

Date

Signature

Date

Signature

Date



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

No. _____

WHEREAS, The Truth in Taxation Law requires the Ramsey County Regional Railroad Authority to certify a proposed tax levy each year to the Property Records and Revenue Department (County Auditor); and

WHEREAS, The Minnesota Department of Revenue has notified the Ramsey County Regional Railroad Authority that the proposed tax levy to finance the 1993 budget must be certified by September 15, 1992; and

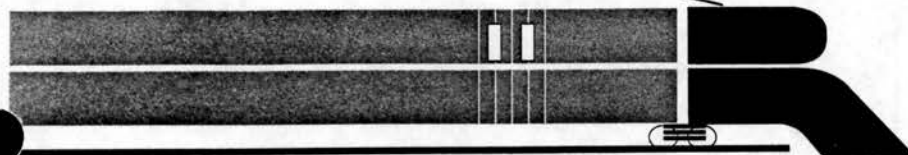
WHEREAS, A provision of the Truth in Taxation Law is that the approved tax levy for the 1993 budget cannot be more than the proposed tax levy certified by the Ramsey County Regional Railroad Authority by September 15, 1992; and

WHEREAS, The maximum levies for Ramsey County Regional Railroad Authority for 1993 are \$7,753,000; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby establishes the proposed tax levy to finance the 1993 budget in the amount of \$1,068,446.

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

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Donald Salverda

District 2

MEMORANDUM

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

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

SUBJECT: 1993 Budget - Proposed Tax Levy for Truth in Taxation Notice

DATE: August 6, 1992

The Truth in Taxation Law requires the Ramsey County Regional Railroad Authority to certify a "proposed" tax levy each year to the Property Records and Revenue (County Auditor). The Minnesota Department of Revenue has notified the Authority that the proposed tax levy to finance the 1993 budget must be certified by September 15, 1992.

An important provision of the Truth in Taxation Law is that the approved tax levy for the 1993 budget cannot be more than the proposed tax levy certified by the Ramsey County Regional Railroad authority by September 15, 1992.

The maximum 1993 levy for Ramsey County Regional Railroad Authority is \$7,753,000. It is my recommendation that the proposed tax levy for the Truth in Taxation Notice to finance the 1993 budget be set at \$1,068,446, the same as the actual levy was for 1992.

This amount will provide sufficient funding for all anticipated programs and projects. We are submitting this figure to allow the Authority the flexibility to review this decision during this year's budget process.

The proposed budget, which will be presented to the Rail Authority later in 1992, may be less than the levy proposed for certification.

Public hearings required before the County's budget adoption are not required for the Regional Railroad Authority.

KD/blk

TAX LEVY

	1990	1991	1992	1993	
				REQUESTED & PROPOSED	APPROVED
Appropriations	6,547,496	3,125,930	1,047,496	1,047,496	
Less Estimated Revenue	(2,709,000)	(75,000)	-	-	
Less Fund Balance		(1,175,000)	-	-	
Tax Levy	3,838,496	1,875,930	1,047,496	1,047,496	
Allowance for Uncollectible Tax - 2 %	76,770	37,519	20,950	20,950	
Total Tax Levy	3,915,266	1,913,449	1,068,446	1,068,446	

REGIONAL RAILROAD AUTHORITY:

TAX LEVY INC/(DEC) OVER 1992

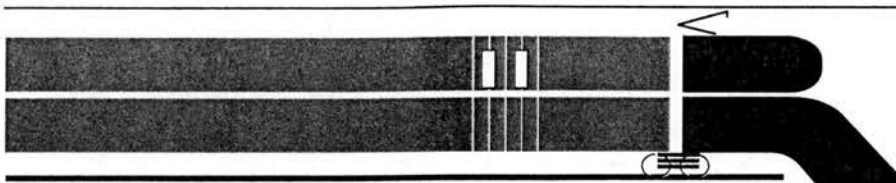
-

PERCENT INC/DEC OVER 1992

-

=====

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Ramsey County Regional Railroad Authority

360 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

MEMORANDUM

TO: Ramsey County Regional Railroad Authority
Commissioners

FROM: Kathryn DeSpiegelaere *KD*

SUBJECT: REVISED RESOLUTION

DATE: August 21, 1992

At the August 18 Regional Railroad Authority meeting, you directed me to work with Terry Schutten to revise the resolution relating to the proposed tax levy for the Regional Railroad Authority.

A proposed revision, with changes underlined, is attached.

Please let me know by Tuesday, August 25, if you have comments on the resolution.

cc: Terry Schutten, Jim VanHoudt, Ed Glaubitz, Dave MacMillan, Frances Glendenning



WHEREAS, The Truth in Taxation Law requires the Ramsey County Regional Railroad Authority to certify a proposed tax levy each year to the Property Records and Revenue Department (County Auditor); and

WHEREAS, The Minnesota Department of Revenue has notified the Ramsey County Regional Railroad Authority that the proposed tax levy to finance the 1993 budget must be certified by September 15, 1992; and

WHEREAS, A provision of the Truth in Taxation Law is that the approved tax levy for the 1993 budget cannot be more than the proposed tax levy certified by the Ramsey County Regional Railroad Authority by September 15, 1992; and

WHEREAS, In order to continue to improve the quality of life and access to services in the region, to remain a partner in transit activities in the region with other agencies, including the Minnesota Department of Transportation, Hennepin County Regional Railroad Authority, Metropolitan Council, Regional Transit Board and Metropolitan Transit Commission and;

WHEREAS, The 1993 maximum allowable levy for Ramsey County Regional Railroad Authority is \$7,753,000; and

WHEREAS, In order to minimize the tax burden on Ramsey County Taxpayers, the Regional Railroad Authority will use only \$1,068,446 of the maximum levy of \$7,753,000; and

WHEREAS, The \$1,068,446 represents a zero increase over the 1992 property tax levy for Regional Railroad Authority administration; and Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby establishes the proposed tax levy to finance the 1993 budget in the amount of \$1,068,446, the same levy as for 1992, and \$6,684,554 less than the maximum allowable levy for 1993.

file

Kathy Despiegelaere
Ramsey County Regional
Railroad Authority
Documentation

ey, Chairman

arty, Vice Chairman

ber, Secretary

District 6

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AGENDA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY, AUGUST 25, 1992

10:30 A.M. - LARGE CONFERENCE ROOM - 316

CHAIRMAN'S COMMENTS

1. * Minutes of the Ramsey County Regional Railroad Authority Board Meeting of June 23, 1992.
2. Legislative Discussion - Discussion only.
3. Central/Midway Corridor Update - Discussion only.
4. * Authorize Chairman of RCRRA to sign agreement with Mn/DOT for State Rail Bank funds not to exceed \$750,000 for purchase of Burlington Northern right-of-way.
5. * Ratify Partial Payment No. 9 to BRW, Inc. in the amount of \$119,722.35 for the Midway Corridor Phase II Preliminary Engineering.

* Action is requested.

MINUTES

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

June 23, 1992

The regular meeting of the Ramsey County Regional Railroad Authority Board was held on Tuesday, June 23, 1992 in the Large Conference Room of 316 Court House. Chairman Finley called the meeting to order at 10:20 A.M.

MEMBERS PRESENT:

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

Also Present:

David MacMillan represented the County Attorney's Office, Frances Glendenning, Kathryn DeSpiegelaere, Karen Tero, James Van Houdt, Terry Schutten, Hugh Faville, Robert Clarkson, Ed Glaubitz

Chairman's Comments

Chairman Finley did not have any comments.

1. Minutes - of the Ramsey County Regional Railroad Authority Board Meeting of May 12, 1992.

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

The Ramsey County Regional Railroad Authority approves the minutes of the regular meeting of the Ramsey County Regional Railroad Authority Board held on May 12, 1992 as written.

Roll Call: Ayes - 6, Nays - 0
Motion adopted.

2. Update on Central Corridor Progress

Ms. DeSpiegelaere mentioned that the Chairman had requested that we have Ken Stevens come to one of our meetings to discuss 35W, but the schedule has not allowed for this. However, they have been meeting every Tuesday so there has been a conflict. Mr. Stevens is planning on being present at our next regular meeting three weeks from now.

The Central Corridor Staff is moving ahead, and Ms. Despiegelaere has included in the documentation a memo giving these work efforts. On June 11th there was a meeting scheduled in Washington with the Staff of the Federal Transit Administration to discuss how to proceed, and a schedule agreed upon is included in this documentation.

Chairman Finley said this brings up a point which the Board should know that with all the publicity that is going on with 35-W, and the push for LRT, there are some folks who would like it to hurdle the Central Corridor, and there is a movement in that direction. There is a movement in that direction to try and hurdle that priority setting, and to at least move it up ahead of the scheduled reconstruction of 35W. Commissioner McLaughlin we understand is a big supporter of 35W - he is on the Hennepin County Board- stated last week that they should not be moving essentially that 35W proponents for LRT, they should not try to push their way on the corridor setting agenda which could severely jeopardize light rail, they would lose the support of Ramsey County. If they push it too far or too fast, they may be jeopardizing their efforts. Chairman Finley felt this was pretty good comment coming from the Hennepin Commissioner.

Chairman Finley said that a letter is going out, this is being drafted for Commissioner Denn's, Mark Andrew's and his (Commissioner Finley's) signature. We should see that this letter gets to the congressional delegation, copies of it with all the signatures on it. Also, Chairman Finley suggested that the titles of the signators be given also.

Commissioner Hunt mentioned at the RTB, their discussion continued on the RTB position on 35W, she asked if this in no way changed the Transit Facilities Plan, and everyone agreed that this was the case.

3. Community Participation Program for Midway Corridor Preliminary Engineering Work

Chairman Finley stated that Jill Goski and Kathy DeSpiegelaere have put together a rather comprehensive Program for how we are going to be handling this. This was one of the things that in the legislation was vetoed, as it was going to leave the participation with the Counties. We had it under the existing law, but there was going to be something in the new law which was vetoed.

So, we are proceeding along those lines, we had it under the existing law, so we have continued to do this.

This is a very comprehensive plan, and we want to be sure that the City Council Members and the Mayor's Office of the City of St. Paul understand what our total commitment is to the community as it involves the total planning process.

Commissioner Ahrens said that she feels that this information should be sent out to all the concerned parties. We have done our job on this, it is wonderful work. She would like to know if Hennepin County has done any of this work with the Minneapolis Downtown people.

Chairman Finley said Hennepin has not done any surface work which would necessitate the type of work that we have done, as they were always pursuing the tunnel. they have not done things that we have done.

Commissioner Ahrens recalled at a meeting a few years ago it was said that it would not be construction that would hold you up, it is the community issues that will tie this project up and it can be done not for months but for years.

Commissioner Ahrens continued, so it could be held up five years between the University and connection with Minneapolis. She does not know what we can do about this, but it will certainly impact on the entire project.

Commissioner Schaber asked about the yard setup in Minneapolis, and he has not heard anything about this as it is fairly critical to the system. Ms. DeSpiegelaere showed the proposed yard setup on the map, and right of way has been purchased by Hennepin County. Even if the line did not go into the heart of downtown, we would be able to make connections with this yard.

Commissioner Ahrens moved the following recommendation, seconded by Commissioner Hunt.

WHEREAS, The Ramsey County Regional Railroad Authority is committed to a strong Community Participation Program and has specified that community involvement should be flexible and responsive to different stages of projects undertaken by RCRRA; and

WHEREAS, RCRRA is currently addressing alignment refinement and station design issues in the Midway Corridor Phase II Preliminary Engineering Study; Now, Therefore, Be It

RESOLVED, That the Community Participation Program for alignment refinement and station design for the Midway Corridor Phase II Preliminary Engineering Study be approved.

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

4. Progress on acquisition of Burlington Northern Northeast right-of-way - Discussion only.

David MacMillan addressed the Board, as indicated in his memo, we are moving forward with the railroad, and we had a meeting with the General Manager in March, we then drafted a purchase agreement. Finally, in June they found that is only one area of the purchase agreement where the General Manager voiced any concern, this was not the price, this was the area of the fiber optic cable. The General Manager was going to be getting in touch with the people in Dallas to get some further clarification from them, and also he would be talking to the local lawyer in regard to continue negotiating on the fiber optic cable. This lawyer has been on vacation for a considerable length of time, so he has not been able to get to him.

Mr. MacMillan said with regard to some of the title questions, they are taking some marginal title risks, quit claim deeds, but this is reflected in the purchase price which they negotiated which is the \$1,500,000 which is substantially less than our appraiser, so it is an offset, but it is relatively minor risk. Infact the RRA if there are any adverse interests would be able to acquire them without disruption of operation.

Mr. MacMillan continued, negotiations with Mn/DOT moving forward. He spoke with them regarding the Railbank Funds, they want a mortgage on the property, and then agreement for the use of these funds. He submitted a copy of the mortgage, and comments on our proposals from the attorneys were not presented yet.

At this point we may actually see acquisition sometime this summer, we should be able to finalize the purchase.

The item that needs to be dealt with is just north of Highway 36, including the Highway 36 bridge, a piece of the right of way was sold to Mn/DOT, so they own a piece of the line. We have been talking to them, and have been assured that the right of way rights will be forthcoming as soon as we complete the negotiations.

Mn/DOT had acquired this piece of line for running and decorative work, have not done anything with the roadbed or anything, so they will just grant us the easement rights.

Chairman Finley asked about obtaining the legal title, do we have all the work done - do we know of any potential pitfalls. Mr. MacMillan said we did not have any title examination done as yet. Mr. MacMillan added when the work was being done the surveyor went through all the documents, the acquisition documents, it is a mixed bag, sometimes they have fee title, sometimes easements, we are reasonably confident that whatever title they have they will be able to transfer as it is pretty clear there is a continuing corridor. The only area where there may be a problem is down by the Stroh's Brewery.

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

Regional Rail Authority	Board Action Requested
Originating Department	Legislative discussion
<u>K. H. Spiegler</u>	
Authorized Signature	<u>DISCUSSION ONLY</u>
<u>5/17/92</u>	
Date	

Request Justification

Representative Mariani is meeting with metro-area House and Senate members to discuss transit and the 1993 legislative session. Information on the discussions will be provided to you at the Rail Authority meeting.

Budgeting and Accounting <u>Ed Glautz</u>	Date / Time
County Attorney _____	Received By
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
August 25, 1992	<u>J. L. Glendinning</u>	8/12/92
Board Date	Signature	Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

3

<u>Regional Railroad Authority</u> <u>Originating Department</u> <u>K. DeSpiegelaere</u> <u>8/17/92</u> <u>Authorized Signature</u> <u>Date</u>	<u>Board Action Requested</u> Central/Midway Corridor Update <u>DISCUSSION ONLY</u>
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Request Justification

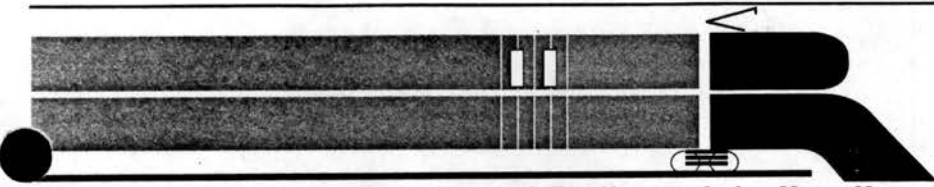
- See attached:
- 1) Memorandum from K. DeSpiegelaere
 - 2) Draft Scoping Package for Central Corridor AA/DEIS
 - 3) Central Corridor Community Involvement Program
 - 4) Midway station area meeting schedule

<u>Budgeting and Accounting</u> <u>Ed Blayfild</u> <u>County Attorney</u> <u>D. J. Macmillan</u> <u>Risk Manager</u> <u>Data Processing</u> <u>Previous Action taken on Request</u>	<u>Date / Time</u> <u>Received By</u>
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Comments / Recommendation

Documentation certified complete for:

<u>Committee / Meeting Date</u>	<u>Signature</u>	<u>Date</u>
<u>Committee / Meeting Date</u> August 25, 1992	<u>Signature</u> <u>J. L. Henderson</u>	<u>Date</u> 8/12/92
<u>Board Date</u>	<u>Signature</u>	<u>Date</u>



Ramsey County Regional Railroad Authority

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

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District 2

MEMORANDUM

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

FROM: Kathryn DeSpiegelaere, Direct of LRT Planning *KD*

SUBJECT: Central/Midway Corridor Update

DATE: August 17, 1992

The Central Corridor Alternatives Analysis work is progressing well. Scoping hearings, community meetings to discuss which transit alternatives will be studied, will be held on August 26 (Radisson Metrodome Hotel, Minneapolis) and August 27 (Concordia College, St. Paul) at 7 PM. A copy of the draft Scoping Package is Attachment 1.

The Central Corridor Management Committee will meet on August 26. The Committee is chaired by Michael Ehrlichmann (Regional Transit Board) and will include these members: John T. Finley (Ramsey County RRA), Ed Cohoon (Mn/DOT), Mary Anderson (Metropolitan Council), Bill Wilson (City of St. Paul), Joan Campbell (City of Minneapolis), Larry Tschida (University of Minnesota), John Derus (Hennepin County RRA), Paul McCarron (Anoka County RRA), Mary Hauser (Washington County RRA), Don Chapdelaine (Dakota County RRA), Bill Konarski (Scott County RRA), and members yet to be appointed by the Metropolitan Transit Commission and Carver County RRA.

One of the items to be considered at the Central Corridor Management Committee is the draft Community Involvement Program for the Central Corridor (Attachment 2). The proposed education section of the plan, prepared by RCRRA staff, is likely to be controversial, and you may want to discuss it at your Regional Railroad Authority meeting the day before the Corridor Management Committee discussion occurs. The Corridor Management Committee makes recommendations on the plan and the Joint Powers Board approves the plan.

Station area meetings have been initiated for the Midway Corridor. On August 12, approximately 25 people attended the Dale Street Station area meeting. A schedule of the meetings is Attachment 3.

Recommendation:

For your information.

KD/blk
Attachments

Draft 8/12/92

COMMUNITY INVOLVEMENT PROGRAM

Alternatives Analysis/Draft Environmental Impact Statement

Central Corridor

INTRODUCTION

The Central Corridor extends from downtown St. Paul to downtown Minneapolis and connects the center cities to the State Capitol, University of Minnesota and the Metrodome. It is located in the cities of St. Paul and Minneapolis and the counties of Ramsey and Hennepin. Major transit capital investments have been considered in several previous studies for many years for this corridor, the highest priority corridor for these improvements in the Twin Cities metropolitan area. The corridor connects the three highest generators of transit trips in the region.

The purpose of this memorandum is to outline a proposed community involvement program for the time period of the Alternatives Analysis/Draft Environmental Impact Statement, from August, 1992 for approximately the next year.

The Minnesota Department of Transportation (Mn/DOT), Hennepin County Regional Railroad Authority (HCRRA), and Ramsey County Regional Railroad Authority (RCRRA) are the joint lead agencies for the Alternatives Analysis/Draft Environmental Impact Statement for the Central Corridor. A corridor management committee, consisting of St. Paul, Minneapolis, the University of Minnesota, Regional Transit Board, Metropolitan Transit Commission, the seven regional railroad authorities which are members of the joint powers board and Mn/DOT, offers recommendations throughout the time period of project implementation from Alternatives Analysis to operation. The Metro Light Rail Transit Joint Powers Board approves the Community Involvement Program.

While this plan encompasses only one element of the development of the Central Corridor project, the Alternatives Analysis/Draft Environmental Impact Statement phase, it should be recognized that subsequent phases will require community involvement programs as well, tailored to the specific work and community to be involved. Subsequent phases of the project will include preliminary engineering/Final Environmental Impact Statement, final design, construction, and operation.

Two audiences are addressed in the community involvement program:

1. Central Corridor -- including residents, businesses, and elected officials affected by the project.

2. Community -- the larger population of the metro region.

GOALS

The goals of the community involvement plan for the Alternative Analysis/Draft Environmental Impact Statement (AA/DEIS) portion of the process are:

1. To increase understanding of the need for transit and support for transit improvements.
2. To involve the community in the transit decision making process.

FRAMEWORK

The framework for the community involvement plan for Central Corridor is that the joint lead agencies will:

1. Encourage information exchange in a trustworthy, collaborative manner.
2. Build upon previous work and previously established relationships.
3. Make decisions that will benefit the region over the long term, taking into account the myriad impacts of transportation decisions, some of which are easily quantifiable, and others which are less easily measured.
4. Understand that policy decisions influence the effectiveness of transportation solutions, and encourage the appropriate agencies to make policy decisions that benefit the region.

CENTRAL CORRIDOR

The Central Corridor encompasses residents and business people in proximity to the area where transit capital investments are being considered. While there is no precise geographic boundary for the edges of the corridor, the map attached indicates the area between and including downtown St. Paul and Minneapolis which is being studied. (Attach map)

Previous studies have had a well-defined community involvement program for Central Corridor residents. Current work efforts will build upon those previous efforts. The expectation of the

Page 3

community is that they will have a role in determining the future of their neighborhoods. The expectation of the joint lead agencies is that the transit capital investments planned will benefit from the active involvement of the community in decisions that affect it.

The joint lead agencies have primary responsibility for this portion of the community involvement program. Other involved agencies, including the cities and transit agencies, will have roles as well.

The Central Corridor portion of the community involvement program will include:

Corridor Management Committee

The Corridor Management Committee will advise the joint lead agencies on issues relating to the alternatives analysis, environmental review, preliminary design, preliminary engineering, final design, implementation method and construction of the transit capital improvements. For the Central Corridor, the committee consists of St. Paul, Minneapolis, University of Minnesota, seven regional railroad authorities, Metropolitan Transit Commission, Metropolitan Council, Regional Transit Board, and Minnesota Department of Transportation. The committee is expected to meet monthly. A Technical Committee comprised of representatives to the same agencies is being established. Both committees will report to the joint lead agencies.

Newsletters

A corridor newsletter will be mailed to approximately 3000 people at key intervals of the project.

Press releases

Press releases will be prepared and sent to local and community newspapers at key intervals of the project.

Presentations

Representatives of the joint lead agencies will be available to make presentations to interested groups.

Public Review Process

Public Scoping meetings will be held at two locations in August. For public meetings, notification will be made beyond the legal requirements. Notification will be sent to interested agencies and groups, including district councils, within the corridor.

Two public hearings on the DEIS will be held upon completion of the draft. A minimum of two public forums, informal opportunities for discussion of the DEIS with questions and answers, will be held before the DEIS hearings. Public hearings and forums will be held at convenient times and locations for corridor residents.

Downtown Task Forces

Ramsey County Regional Railroad Authority has established a St. Paul downtown task force, consisting of representatives of the downtown business and arts community. That group has met for three years, and will be apprised of work on the AA/DEIS as it occurs. The group has worked well in making recommendations on downtown issues to Ramsey County Regional Railroad Authority.

Hennepin County Regional Railroad Authority will reactivate a Minneapolis downtown task force to make recommendations to the joint lead agencies on issues affecting downtown Minneapolis.

Individual Meetings

Meetings are being held with some individual affected property owners to advise them about the proposed improvements and elicit their comments and concerns. Those meetings will continue.

Reports

Technical documents will be summarized in easily understandable reports that will be circulated to interested parties and distributed at public meetings. Full reports will be distributed to libraries within the corridor so that they may be readily accessed during and after the regular business day by interested individuals.

COMMUNITY

In addition to involving the Central Corridor businesses and residents, it is important to involve the broader regional community in transit decisions.

Page 5

In recent years, there has been a recognition on the part of transportation leaders that more highways are not the answer to congestion and mobility problems.

The Regional Transit Facilities Plan adopted by the Metropolitan Council in 1992 concludes:

More traffic congestion, air pollution and other problems are in store for the Twin Cities Area if it continues to rely on one-occupant cars to move hundreds of thousands of people every day.

The region cannot build its way out of congestion. It is, therefore, necessary to proceed on several fronts, including to reverse declining transit ridership and car-occupancy levels, and to guide growth toward land use patterns that support transit.

The lack of understanding about the value and the use of transit, and HOV (high occupancy vehicle) and LRT (light rail transit) in particular, calls for public education. Implementation of this plan should include ongoing public education about the environmental and congestion management benefits of transit, HOV and LRT treatments, and supportive land use policies.

The second portion of the community involvement plan for the Central Corridor will, therefore, be a public education program, focusing on the need for and benefits of transit investments and use. Consideration of incentives to encourage transit use will be a part of the program.

Responsibility for this component of the program needs to be discussed. Assistance and support will be needed from the joint lead agencies, cities, Metropolitan Transit Commission, Joint Powers Board, Metropolitan Council and Regional Transit Board. Support should be sought from foundations and the business community for portions of funding necessary to implement the efforts.

Mechanisms to be considered for the public education program include:

- radio and TV appearances and ads
- public service announcements
- press releases
- newspaper ads and supplements
- media briefings
- public meetings/forums

Page 6

speakers bureau
brochures/fliers
newsletters
slide show/video
displays at special events, such as the State Fair
educational tools for use in schools
project office/hotline

It may be necessary to contract for public relations assistance for portions of this work. This phase of work is ongoing, and not limited to the AA/DEIS portion of the project, although it should be initiated at that time.

RECOMMENDATIONS

1. The Corridor Management Committee should be requested to comment on the Community Participation Program for the Central Corridor at its September meeting.
2. The Joint Powers Board (JPB) has approval of the Community Participation Program. The JPB should be asked for its comments/approval at its October meeting.

MIDWAY CORRIDOR COMMUNITY PARTICIPATION SCHEDULE

This is the schedule for the Midway Corridor Station Work Groups. Each group will meet from 4:00 to 5:30 p.m. in a neighborhood location. Each group is expected to meet for three meetings. The number after the group name signifies which meeting (#1-first, #2-second or #3-third).

AUGUST 12	(Wednesday)	Dale Street Group (#1)
SEPTEMBER 2	(Wednesday)	Lexington Avenue Group (#1)
SEPTEMBER 9	(Wednesday)	Dale Street Group (#2)
SEPTEMBER 10	(Thursday)	Merriam Park Group (#1)
SEPTEMBER 16	(Wednesday)	Snelling Avenue Group (#1)
OCTOBER 7	(Wednesday)	Lexington Avenue Group (#2)
OCTOBER 8	(Thursday)	Merriam Park Group (#2)
OCTOBER 14	(Wednesday)	Dale Street Group (#3)
OCTOBER 21	(Wednesday)	Snelling Avenue Group (#2)
OCTOBER 22	(Thursday)	Westgate Group (#1)
NOVEMBER 4	(Wednesday)	Lexington Avenue Group (#3)
NOVEMBER 12	(Thursday)	Merriam Park Group (#3)
NOVEMBER 18	(Wednesday)	Snelling Avenue Group (#3)
NOVEMBER 19	(Thursday)	Westgate Group (#2)
DECEMBER 17	(Thursday)	Westgate Group (#3)

TWIN CITIES CENTRAL CORRIDOR

TRANSIT ALTERNATIVES ANALYSIS
AND
DRAFT ENVIRONMENTAL IMPACT STATEMENT

SCOPING PACKAGE

For Public Meetings on:

August 26, 1992 at 7:00 p.m.
Radisson Hotel Metrodome
615 Washington Avenue South
Minneapolis, Minnesota

and

August 27, 1992 at 7:00 p.m.
Concordia College
Hamline Avenue between Concordia and Marshall
St. Paul, Minnesota

August 1992

Federal Transit Administration
Minnesota Department of Transportation
Ramsey County Regional Railroad Authority
Hennepin County Regional Railroad Authority

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SUMMARY

The Federal Transit Administration, Minnesota Department of Transportation, Hennepin County Regional Railroad Authority, and Ramsey County Regional Railroad Authority are jointly leading the study of transit alternatives in the Central Corridor between downtown Minneapolis and downtown St. Paul. These agencies will prepare a federal alternatives analysis/draft environmental impact statement (AA/DEIS) evaluating potential transit improvements in the corridor.

The Central Corridor extends approximately eleven miles, from the Lowertown area of downtown St. Paul to the Convention Center in downtown Minneapolis. The 1992 Regional Transit Facilities Plan cited the need for future high-performance transit service in the corridor, and identified it as the region's priority corridor for light rail transit.

The Central Corridor AA/DEIS will address five transit alternatives:

- Alternative 1. No Build (retain existing bus service without major improvements)
- Alternative 2. Transportation System Management (low capital cost improvements to the existing transit system)
- Alternative 3. Busway (reserved lane or exclusive guideway for buses only)
- Alternative 4. High Occupancy Vehicle (HOV) Facility
- Alternative 5. Light Rail Transit (LRT)

The DEIS will address the direct and indirect transportation, land use, economic development, social, physical, and financial impacts of the alternatives.

A public involvement program will be established to inform and solicit comment from potentially affected parties, and to encourage participation by those parties in resolving issues which may arise as a result of the project.

Several permits or approvals are likely to be necessary to implement some or all of the project alternatives. These permits and approvals are listed in Section VI of this report.

Public comments on the scope of the project are encouraged, particularly on the alternatives to be evaluated and the impacts to be addressed. Oral and written comments will be taken at meetings held on August 26 and 27, 1992:

Minneapolis
Wednesday, August 26
Open House 6:00 p.m.
Public Meeting 7:00 p.m.
Radisson Hotel Metrodome
615 Washington Ave. S.E.

St. Paul
Thursday, August 27
Open House 6:00 p.m.
Public Meeting 7:00 p.m.
Concordia College
275 N. Syndicate St.

The joint lead agencies propose to complete the AA/DEIS in mid-1993.

Comments should be submitted to: Robert Winter, Central Corridor Project Manager
Minnesota Department of Transportation
3485 Hadley Avenue North
Oakdale, Minnesota 55128
(612) 779-1209

Information on this project may also be requested from:

Paul Fish
Federal Transit Administration, Region 5
55 East Monroe Street, Suite 1415
Chicago, Illinois 60603
(312) 353-2865

I. INTRODUCTION

A. DESCRIPTION OF THE PROJECT

The Federal Transit Administration, Minnesota Department of Transportation (Mn/DOT), Hennepin County Regional Railroad Authority (HCRRRA), and Ramsey County Regional Railroad Authority (RCRRRA) are jointly completing the necessary studies and environmental documents to make major transit capital improvements in the Central Corridor eligible for federal design and construction funding. The federal, state and local governmental units are joint lead agencies developing the project, with Mn/DOT as the Responsible Governmental Unit (RGU). The Regional Transit Board and the Metropolitan Council will participate by providing technical support and assistance as needed. The Regional Transit Board will be the grant recipient for federal funds. The study will produce an alternatives analysis/draft environmental impact statement (AA/DEIS) for the Central Corridor, reactivating an alternatives analysis put on hold several years ago.

The Central Corridor links downtown St. Paul, the State Capitol area, the main campus of the University of Minnesota, and downtown Minneapolis. It is identified in the 1992 Regional Transit Facilities Plan as the region's priority corridor for light rail transit, and is the first of two corridors proposed as an initial two-corridor LRT system for the Twin Cities. The Central Corridor (Figure 1) extends from the Convention Center in downtown Minneapolis to the Union Depot area in St. Paul. Three of the Twin Cities' major trip generators -- the two downtowns and the University -- are in the corridor.

The AA/DEIS will define the physical, operational, economic and financial characteristics of various transit alternatives in the corridor. It will also provide an analysis of environmental impacts for each alternative, including air quality, noise, water quality, energy, historic and economic impacts. The work will include the generation of a preferred LRT alignment in downtown Minneapolis consistent with the previously developed I-35W, Northeast and HCRRRA Stage I corridors.

Later phases of the study will include a final environmental impact statement and continued preliminary engineering. The detailed work program for the Final EIS will be based on the transit alternative selected and Federal Transit Administration (FTA) approval to enter the preliminary engineering/Final EIS stage of project development.

B. PURPOSE OF SCOPING PHASE

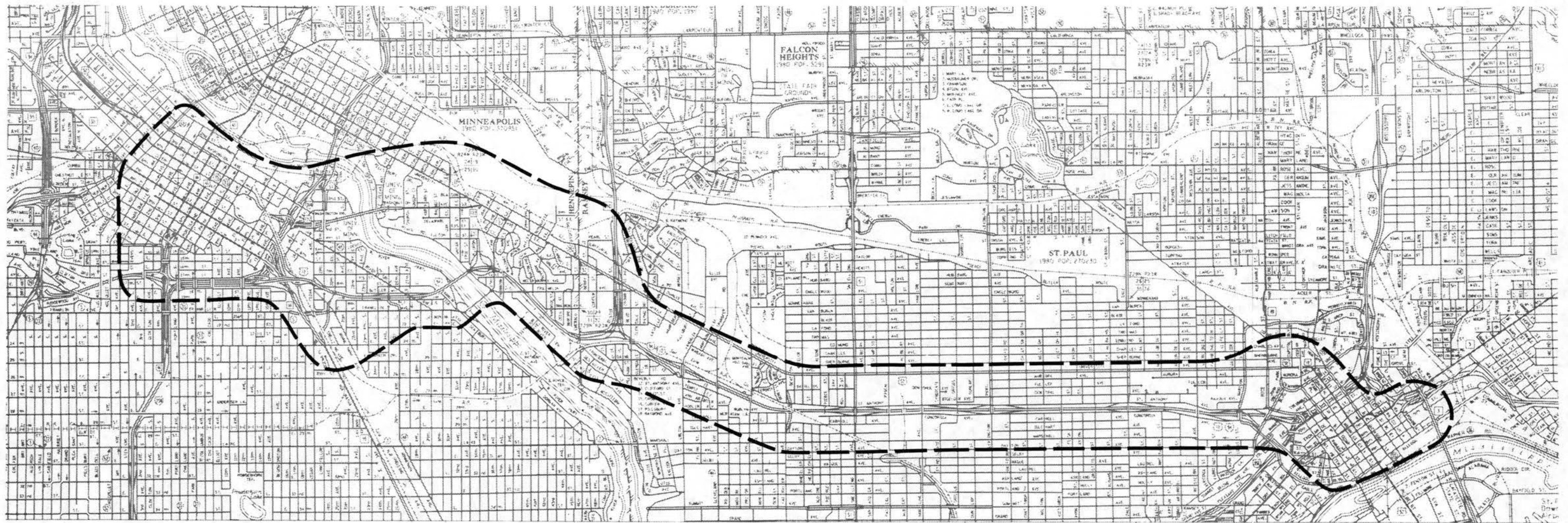
The initial, or scoping, phase of the project defines the scope of work to be conducted during the alternatives analysis and preparation of the draft environmental impact statement. During the scoping process, the following major aspects of the study are defined:

- o The potential transit improvements to be studied.
- o The scope of the analysis, including the geographic limits of the study area, the impacts to be assessed, and the level of detail of the assessment.
- o The public agencies responsible for conducting the study.
- o The program for public involvement.
- o The proposed schedule for the project, including major review points.



CENTRAL CORRIDOR

FIGURE 1
STUDY AREA



CENTRAL CORRIDOR

FIGURE 1
STUDY AREA

These aspects are summarized in the scoping package and presented to the public for comment at one or more public scoping meetings. Following the close of the comment period fifteen days after the last scoping meeting, a scoping report will be issued, reflecting comments received.

C. STUDY AREA

The Central Corridor extends from the Lowertown area of downtown St. Paul on the east to the Convention Center in downtown Minneapolis on the west. The corridor is approximately eleven miles long, extending east-west through the fully-developed core of the Twin Cities metropolitan area. The study area for the Central Corridor transit project is illustrated in Figure 1.

Extensive analysis on light rail transit in the Central Corridor has already been completed by Ramsey County and Hennepin County Regional Railroad Authorities. As a result of these studies, an LRT alignment has been identified in all but three segments of the corridor. Alignment alternatives for HOV and busway alternatives were previously studied by the Metropolitan Council in the Regional Transit Facilities Plan, and will be carried into the Central Corridor AA/DEIS as well. The scoping process will describe one alignment in those segments of the corridor in which there is agreement, and alternative alignments for the build alternatives where they differ or in the segments of the corridor still under study.

D. NEED FOR STUDY

The Central Corridor extends from the Convention Center through the Mills District and stadium areas adjacent to downtown Minneapolis, the main campus of the University of Minnesota, the Midway commercial area in St. Paul, the State Capitol, and into downtown St. Paul. The downtown St. Paul end of the corridor contains the city's emerging "cultural corridor" and Lowertown, a renovated warehouse district. The two central business districts and the University are the three largest transit trip generators in the Twin Cities region.

The 1992 Regional Transit Facilities Plan identified the need for a high-performance transit solution in this corridor, identified as one of two corridors in the high need/problem category in the region. This corridor serves a very high number of transit riders and a very high number of transit-dependent people. The Transit Facilities Plan also noted that the Central Corridor will need significant future transportation capacity west of Trunk Highway 280.

Transit improvements are needed to:

- o Strengthen the "spine" of the regional transit system with a reliable, high-performance transit facility
- o Stabilize and increase the transit mode share of trips in the corridor
- o Reduce the need for additional roadway construction
- o Improve access to the two downtowns and the University of Minnesota
- o Reduce congestion in downtown Minneapolis, downtown St. Paul, and at the University of Minnesota
- o Reduce the need for parking in both downtowns and at the University of Minnesota

- o Improve access to employment and activity centers for transit dependent people
- o Promote and support transit-friendly redevelopment in the corridor
- o Reduce the adverse environmental impacts of transportation

E. RELATIONSHIP TO PREVIOUS AND CURRENT WORK

The region has completed a substantial amount of work on transit studies in the Central Corridor, including systems planning, preliminary design and environmental review. State draft environmental impact statements have been completed for two of the proposed project alternatives within the corridor. Table 1 describes the status of current planning, design and engineering activities in the Central Corridor. Much of this work will be incorporated into the proposed Central Corridor project. Relevant previous studies are listed in Appendix A. Appendix B identifies the terms used to describe various elements of the project.

Considerable work has been completed for the LRT alignment alternatives. It is expected that further work will not be required unless new information developed during preparation of the AA/DEIS requires reconsideration of the following issues:

- o Location/alignment alternatives for downtown St. Paul. Alternative alignments were addressed previously by the City of St. Paul and the St. Paul Downtown Task Force throughout the Midway Corridor Draft Environmental Impact Statement process.
- o Location/alignment alternatives in the State Capitol Area. Consensus was reached on the alignment with the Capitol Area Architectural and Planning Board as documented in the Capitol Area Final Design Framework Report, January 1992.
- o Location/alignment alternatives for the area between the Capitol and Vandalia Street, which were addressed previously in the Midway Corridor Draft Environmental Impact Statement, 1990.
- o Navigation and commerce on the Mississippi River. The project proposes using the current width of the Washington Avenue bridge, with no pier relocation.

F. JOINT LEAD AGENCY RESPONSIBILITIES

FTA, Mn/DOT, HCRRA and RCRRA are joint lead agencies for the alternatives analysis, environmental review, and preliminary engineering (up to 30%) of the Central Corridor. Mn/DOT, HCRRA and RCRRA, in cooperation with FTA, comprise the Project Management Team, responsible for overall direction of the study. The Metropolitan Council and Regional Transit Board support the joint lead agencies with necessary information and related studies.

The joint lead agencies have established a Corridor Management Committee comprised of the seven metropolitan regional railroad authorities, the regional agencies, the cities of Minneapolis and St. Paul, and the University of Minnesota. This committee will advise the joint lead agencies on issues related to the AA/DEIS.

Table 1

STATUS OF CURRENT LRT PLANNING, DESIGN AND ENGINEERING ACTIVITIES IN
CENTRAL CORRIDOR

ACTIVITY	STATUS AS OF AUGUST 1992
Preliminary Design of LRT for Midway Corridor	Design activities completed, not all required community meetings held, not all RRA approvals completed.
State EIS for Midway Corridor (LRT)	State DEIS/Public hearing complete.
Preliminary Engineering of LRT for Midway Corridor	In process, with approximately 40 percent complete.
Preliminary Design of LRT for University Connector	Complete for short tunnel and Canadian Pacific connector (approved preliminary design alignment).
Preliminary Engineering of LRT for University Connector	Work has stopped; new tunnel alignments studied, no conclusions reached.
Preliminary Design of LRT for Central Minneapolis	Complete for tunnel.
State EIS for HCRRRA Stage I LRT System	State DEIS/Public hearing complete.
Preliminary Engineering of LRT for Central Minneapolis	Work stopped on tunnel design last fall; surface alignment work to be done in federal AA/DEIS.

II. CONCEPTUAL DEFINITION OF ALTERNATIVES

A. ALIGNMENT ALTERNATIVES TO BE ADDRESSED

Alignment alternatives for LRT have previously been evaluated in the Midway Corridor Draft Environmental Impact Statement and the Hennepin County Stage One System Draft Environmental Impact Statement. These studies were completed according to the procedures of the Minnesota Environmental Quality Board environmental assessment process. As a result of the previous detailed analysis, an LRT alignment has been identified with the concurrence of the surrounding communities, governing municipalities, and regional agencies, in all but three segments of the corridor. These three segments are:

- o the Westgate/Franklin Avenue area
- o the University of Minnesota
- o downtown Minneapolis

The scoping process will therefore describe one LRT alignment in those segments of the corridor in which there is agreement, and alternative alignments in the segments of the corridor still under study. Concurrent with the scoping process, alignment issues in two of these segments -- the Westgate/Franklin Avenue area and the University of Minnesota -- are expected to be resolved.

Alignment alternatives for HOV and busway improvements were previously studied in the Regional Transit Facilities Plan. These alignments, which generally follow the LRT alternative alignments, will also be carried into the AA/DEIS.

Figure 2 illustrates the build alternative alignments.

B. TRANSIT IMPROVEMENT ALTERNATIVES TO BE ADDRESSED

Five alternatives for transit improvements will be addressed:

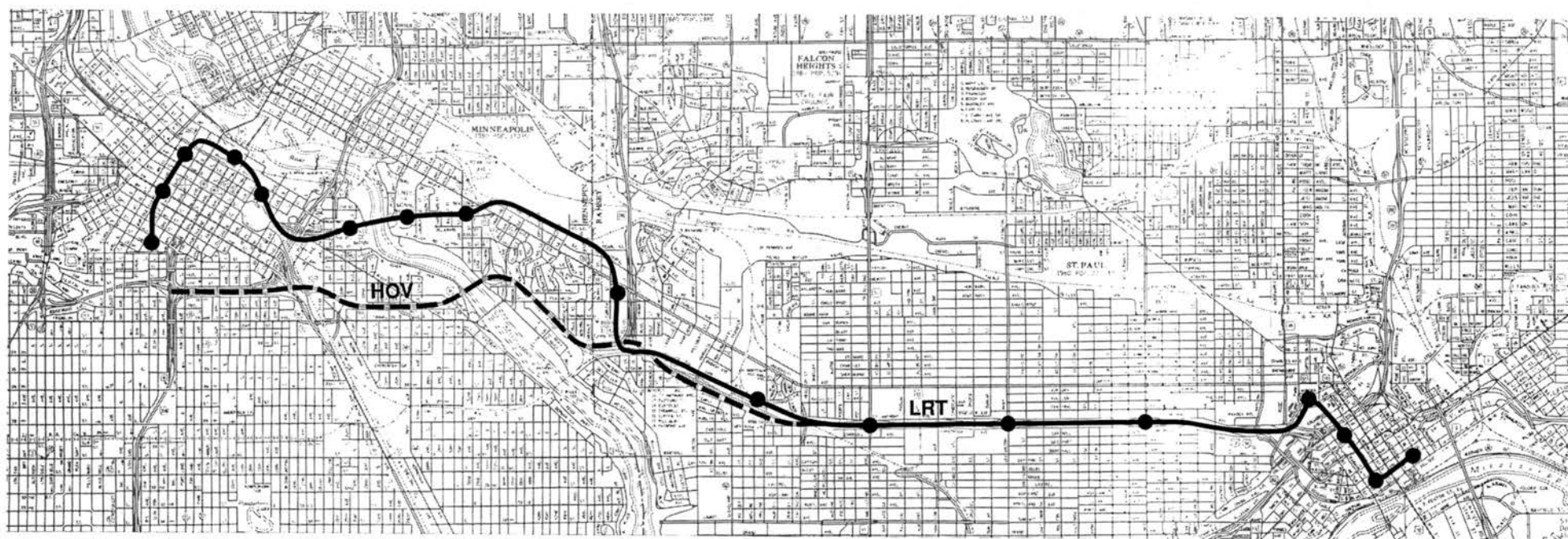
- Alternative 1. No Build
- Alternative 2. Transportation System Management
- Alternative 3. Busway
- Alternative 4. High Occupancy Vehicle (HOV) Facility
- Alternative 5. Light Rail Transit (LRT)

These alternatives are conceptually defined below.

ALTERNATIVE 1. NO BUILD

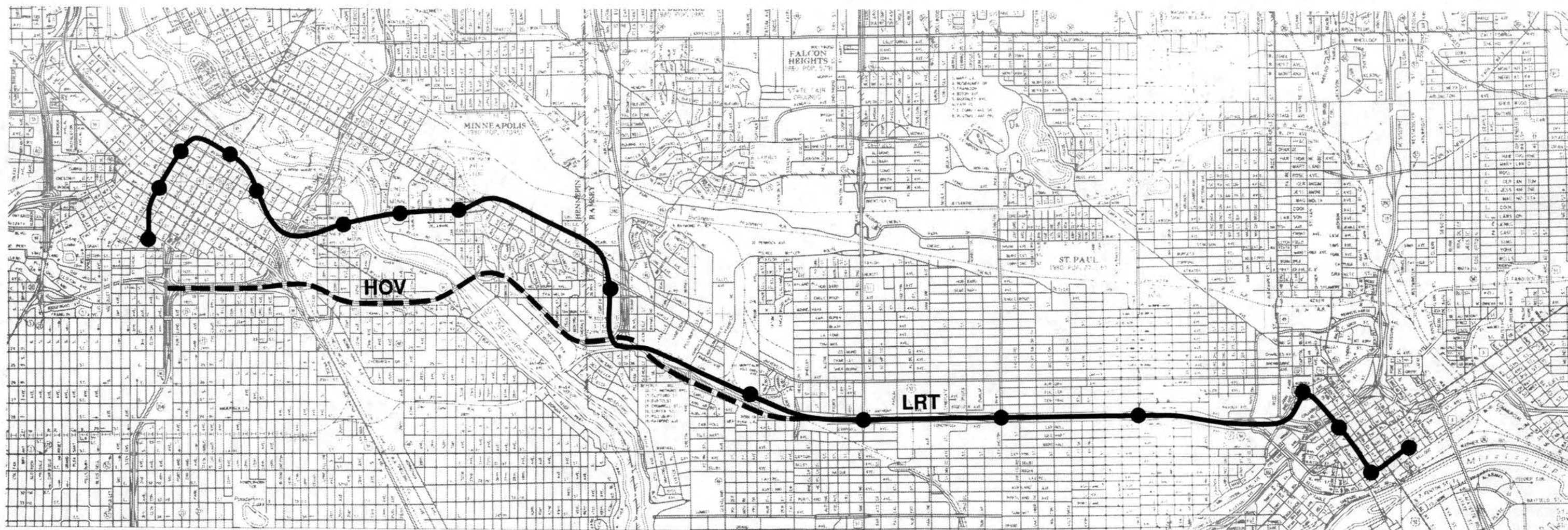
The No Build alternative represents year 2010 conditions in the corridor assuming programmed improvements only are made. This alternative assumes:

- a. Bus service routes and frequencies based on today's system, adjusted to meet anticipated 2010 demand within anticipated 2010 transit budget.
- b. Exclusive bus facilities currently becoming operational: restructured bus service and lanes in downtown St. Paul, and the University of Minnesota transitway



CENTRAL CORRIDOR

FIGURE 2
BUILD ALTERNATIVE ALIGNMENTS



CENTRAL CORRIDOR

FIGURE 2
BUILD ALTERNATIVE ALIGNMENTS

- c. Improvements programmed for I-94 by the Minnesota Department of Transportation. These improvements include ramp metering, and HOV bypasses of ramp meters at interchanges where appropriate. The No Build alternative does not include changes in access points along I-94.
- d. Continued transit marketing efforts, including rideshare opportunities, incentives for car-poolers, and Transportation Management Organizations (TMOs).

The improvements programmed for I-94 and transit marketing efforts are assumed in every alternative. Improvements in vehicle accessibility and emissions, mandated by the Americans with Disabilities Act and the Clean Air Act, are also assumed in every alternative.

ALTERNATIVE 2. TRANSPORTATION SYSTEM MANAGEMENT (TSM)

The TSM alternative represents 2010 service in the corridor with low capital cost improvements that would increase the quality of the transit service. The TSM alternative proposes the following:

- a. Restructuring existing bus service according to concepts proposed in the Regional Transit Board's Vision for Transit. Transit hubs in the study area and those outside the immediate area but affecting it, such as the Rosedale hub, are assumed.
- b. Improved roadway geometrics and traffic control measures to expedite bus travel at bottlenecks and stops.
- c. Improvements in vehicle size and comfort.
- d. Feasible Intelligent Vehicle/Highway System (IVHS) features to provide fleet management, improved traffic information, and incident management systems.
- e. Improvements programmed for I-94 by the Minnesota Department of Transportation, plus additional HOV bypasses of ramp meters and other improvements as appropriate.
- f. Intensified transit marketing efforts, including rideshare opportunities, incentives for car-poolers, and Transportation Management Organizations (TMOs).

ALTERNATIVE 3. BUSWAY

This alternative represents a reserved lane or exclusive guideway for buses only. The busway alternative assumes:

- a. Reserved lanes or exclusive guideway for buses only. The busway may be an entirely separate roadway, barrier-separated from arterial streets and highways, or striped and signed to differentiate between busway and mixed-use traffic lanes.

- b. On-line transit stations, appropriate in number and location to serve the facility, with supporting feeder bus service where appropriate.
- c. Preferential access and signal priority.
- d. Improvements programmed for I-94 by the Minnesota Department of Transportation.
- e. Intensified transit marketing efforts, including rideshare opportunities, incentives for car-poolers, and Transportation Management Organizations (TMOs).

ALTERNATIVE 4. HIGH OCCUPANCY VEHICLE (HOV) FACILITY

The HOV alternative proposes a reserved lane for the exclusive use of vehicles carrying two or more persons. The HOV alternative assumes:

- a. Reserved lanes on arterial streets and in the center of I-94 for the exclusive use of vehicles carrying more than one person. The HOV facility may be barrier-separated from mixed use lanes, or striped and signed to differentiate it from mixed use lanes.
- b. HOV bypasses not already programmed at I-94 interchange ramp meters.
- c. Stations appropriate in number and location to serve the facility.
- d. Improvements programmed for I-94 by the Minnesota Department of Transportation.
- e. Intensified transit marketing efforts, including rideshare opportunities, incentives for car-poolers, and Transportation Management Organizations (TMOs).

ALTERNATIVE 5. LIGHT RAIL TRANSIT

The light rail transit alternative assumes:

- a. Construction of a medium to high-capacity electric railway system of proven technology, powered by overhead electrical wires, operating in single or multiple-unit trains along primarily exclusive right-of-way.
- b. An operator controlling each train.
- c. 17-18 on-line transit stations, with supporting feeder bus service.
- d. Improvements programmed for I-94 by the Minnesota Department of Transportation.
- e. Intensified transit marketing efforts, including rideshare opportunities, incentives for car-poolers, and Transportation Management Organizations (TMOs).

III. IMPACTS TO BE ADDRESSED

The impact areas listed below have been identified as areas of potential concern in previous environmental studies for the project area. The Central Corridor transit alternatives will be evaluated and compared in terms of these impacts. Interested persons and agencies are urged to comment on the adequacy and scope of these impacts.

- o Transportation Impacts
 - Consistency with federal, state, regional and local goals
 - Transit levels of service
 - Patronage/ridership
 - Roadway congestion
 - Access to activity centers and stations
 - Traffic impacts
 - Pedestrian impacts
 - Compatibility with existing or proposed bicycle trails
 - Cost-effectiveness
- o Land Use and Economic Development Impacts
 - Consistency with regional and local goals
 - Corridor level impacts
 - Neighborhood impacts
 - Station area impacts
 - Impacts on services and tax base
 - Employment impacts of construction and operation
- o Social Impacts
 - Residential and business displacement
 - "Undue burden" on vulnerable citizen groups
 - Accessibility for handicapped users
 - Safety and security
- o Impacts on the Physical Environment
 - Air quality
 - Water quality
 - Visual/aesthetic
 - Noise and vibration
 - Wetlands, vegetation and wildlife
 - Energy
 - Historic/cultural
 - Parkland
 - Soil Contamination
 - Utilities
 - Steep slopes
 - Mississippi River Critical Area
- o Financial Impacts
 - Capital cost to construct alternatives
 - Operating and maintenance cost to begin and maintain service
 - Debt service cost of finance plan
 - Impact on local and state taxpayers

- Financing plan
- Financial capability

Both direct (e.g. - improved travel time) and indirect (e.g. - increased development) impacts will be identified.

The EIS will incorporate material by reference when the effect will be to reduce bulk without impeding governmental and public review of the project. The incorporated material will be cited in the EIS, and its content briefly described. Any material incorporated by reference will be readily available for review within the time allowed for comment.

IV. PUBLIC INVOLVEMENT PROGRAM

Public participation will be a critical element of the study process. Opportunities to participate in the project will be offered through several mechanisms:

- A. Project Scoping
- B. Downtown Minneapolis Advisory Committee
- C. St. Paul Downtown Task Force
- D. Corridor Management Committee
- E. Corridor Technical Committee
- F. Individual Commission/Council/Board Updates
- G. Draft Environmental Impact Statement Public Hearings
- H. Project Newsletter

These participation mechanisms are described below.

A. PROJECT SCOPING

The joint lead agencies have issued this scoping package, and will hold two scoping meetings. Oral and written public comments are encouraged, particularly on the alternatives to be evaluated and the impacts to be addressed. The scoping package has been distributed to affected agencies, organizations, and individuals who have participated in the corridor planning process through previous projects.

The scoping meetings will be held on the following dates:

Wednesday, August 26, 1992, at 7:00 p.m.
 Preceeded by an Open House at 6:00 p.m.
 Radisson Hotel Metrodome (University of Minnesota East Bank Campus)
 615 Washington Avenue S.E.
 Minneapolis, Minnesota

Thursday, August 27, 1992, at 7:00 p.m.
 Preceeded by an Open House at 6:00 p.m.
 Concordia College Fine Arts Center, Buetow Music/Choral Room
 Hamline Avenue between Concordia and Marshall
 St. Paul, Minnesota

The public comment period extends to September 11, 1992. Written comments should be submitted by that date to:

Robert Winter, Central Corridor Project Manager
Minnesota Department of Transportation
3485 Hadley Avenue North
Oakdale, Minnesota 55128
(612) 779-1209

Information on the project can also be requested from:

Paul Fish
Federal Transit Administration, Region 5
55 East Monroe Street, Suite 1415
Chicago, Illinois 60603
(312) 353-2865

Following the close of the scoping period, all comments received will be considered. The scope of the project will be revised as appropriate, and a scoping report issued.

B. DOWNTOWN MINNEAPOLIS ADVISORY COMMITTEE

A surface alignment in downtown Minneapolis will be identified and evaluated as part of the Central Corridor AA/DEIS. A committee representing downtown Minneapolis business interests and traffic engineers will be convened to advise the joint lead agencies on appropriate alignment alternatives.

C. ST. PAUL DOWNTOWN TASK FORCE

The St. Paul Downtown Task Force, an advisory committee to Ramsey County Regional Railroad Authority throughout previous work on the Midway Corridor, will be reconvened as necessary to review issues affecting downtown St. Paul.

D. CORRIDOR MANAGEMENT COMMITTEE

A Corridor Management Committee has been established to advise the joint lead agencies on issues related to the alternatives analysis, environmental review, preliminary design, and preliminary engineering; and to advise the Commissioner of Transportation on issues related to final design, implementation method, and construction of the locally preferred alternative.

The Corridor Management Committee is comprised of the seven regional railroad authorities sitting as the Metropolitan LRT Joint Powers Board, the cities of Minneapolis and St. Paul, Minnesota Department of Transportation, Metropolitan Council, Regional Transit Board, Metropolitan Transit Commission, and University of Minnesota.

E. CORRIDOR TECHNICAL COMMITTEE

A Corridor Technical Committee has been established to carry out the directives of the Corridor Management Committee. The technical committee is comprised of staff representatives of each member body represented on the management committee.

F. INDIVIDUAL COMMISSION/COUNCIL/BOARD UPDATES

Members of the Corridor Management Committee represent public entities with open, regularly scheduled meetings, mailings, and committee hearings. Updates on the Central Corridor AA/DEIS will be a periodic agenda item for all of the member bodies, providing opportunities for public information and comment during the conduct of the commission/council/board's regular business.

G. DRAFT ENVIRONMENTAL IMPACT STATEMENT PUBLIC HEARINGS

Following distribution of the Draft Environmental Impact Statement, the joint lead agencies will solicit public review and comment on the document. A comment period will be established, during which interested parties are invited to submit written comments. One or more public hearings will be scheduled and publicized, offering a public opportunity to comment orally or in writing on the project.

H. PROJECT NEWSLETTER

The joint lead agencies will produce a newsletter summarizing the progress of the study. The newsletter will be mailed to persons on the project mailing list and will be available to all interested parties.

V. PROJECT SCHEDULE

The Central Corridor AA/DEIS is expected to be complete in twelve months. The schedule which follows outlines the benchmark dates for completion of key project elements.

1.	Development of Alternatives and Methodology	10/1/92
2.	Analysis and Refinement of Alternatives	11/30/92
3.	DEIS Preparation	1/1/93
4.	Selection of Locally Preferred Alternative	April-May/93

VI. PERMITS AND APPROVALS REQUIRED

Permits and approvals will be required as part of the Central Corridor project approval process. These permits include or may include those listed in the following table.

TABLE VI-1
PERMITS/APPROVALS REQUIRED
Under Current Law

LEVEL OF GOVERNMENT	TYPE OF APPLICATION	STATUS
FEDERAL		
U.S. Coast Guard	Bridge Permit for Washington Avenue Bridge Modifications	To be determined
U.S. Army Corps of Engineers	Permit for Temporary Placement of Fill Material	To be determined
Federal Highway Administration	Approval for Use of Interstate 94 Right- of-Way	To be applied for (if required)
STATE		
Minnesota Pollution Control Agency	NPDES Permit	To be determined
	Indirect Source Permit	To be determined
Minnesota Public Service Commission	Permit to Operate a Transit System	To be determined
Minnesota Department of Transportation	Permit to Use/Access a Trunk Highway	To be determined
Minnesota Department of Natural Resources	Permit to Work in Protected Waters	To be applied for (if required)
	Water Appropriations/Dewatering Permit	To be applied for (if required)
Capitol Area Architectural and Planning Board	Final Design Approval in Capitol Area	To be submitted
REGIONAL		
Metropolitan Council	Controlled Access Highway Change Approval	To be determined
Regional Transit Board	Preliminary and Final Design Plan Approval (LRT)	To be determined

LEVEL OF GOVERNMENT	TYPE OF APPLICATION	STATUS
Ramsey County Regional Railroad Authority	Preliminary Design Approval (LRT)	To be determined
	Final Design Approval (LRT)	To be determined
Hennepin County Regional Railroad Authority	Preliminary Design Approval (LRT)	To be determined
	Final Design Approval (LRT)	To be determined
Ramsey County Board of Commissioners	Preliminary Design Approval (LRT)	To be determined
	Final Design Approval (LRT)	To be determined
Hennepin County Board of Commissioners	Preliminary Design Approval (LRT)	To be determined
	Final Design Approval (LRT)	To be determined
OTHERS		
Burlington Northern Railroad	Operating Agreement	Need will be determined by alignment
Soo Line Railroad--now Canadian Pacific	Operating Agreement	Need will be determined by alignment
Middle Mississippi River Watershed Management Organization	Varies	To be determined

LOCAL

Preliminary design plan approval and final design plan approval is required from the cities of St. Paul and Minneapolis for LRT plans.

Any and all permits associated with zoning will be required from municipalities, including platting, subdivision, site plan, and building processes where and if applicable.

The required information for these permits will be collected at appropriate times during project development. Appropriate permit application forms will be filed as required.

Appendix A Relevant Studies and Documents

University Avenue/Southwest Corridor Draft Alternatives
Analysis/Draft Environmental Impact Statement, 1985

Regional Coordination Plan, Regional Transit Board, February, 1991

Regional Transit Facilities Plan, Metropolitan Council, 1992

Draft Environmental Impact Statement for the Midway Corridor,
Ramsey and Hennepin County Regional Railroad Authorities,
December, 1990

Preliminary Design of the Midway Light Rail Transit Corridor;
Ramsey and Hennepin County Regional Railroad Authorities, May,
1991

Draft Environmental Impact Statement for Hennepin County Stage 1
LRT System, Hennepin County Regional Railroad Authority,
November, 1989

HCRRA Stage I Preliminary Design (Downtown Minneapolis and
University Connector) May, 1990

Evaluation of University East Bank LRT Alternatives, December, 1990

HCRRA Design Criteria, October, 1991

HCRRA LRT Vehicle Specifications, August, 1991

Central Maintenance and Storage Facility, October, 1991

MnDOT Draft Design Criteria, 1991

Appendix B

Definition of Central Corridor Terms

The following terms are used in the description of the status of the project:

Midway Corridor - The area between Oak Street/Washington Avenue on the East Bank Campus of the University of Minnesota and downtown St. Paul.

University Connector - The area between 2nd Street South and 3rd Avenue South and Oak Street/Washington Avenue.

Central Minneapolis - The area between I-35W/29th Street and 2nd Street South/3rd Avenue South.

Downtown Minneapolis - The area between the Convention Center area and 2nd Street South/3rd Avenue South.

Downtown St. Paul - The area between 11th Street/I-94 and the Union Depot area.

Capitol Area - The area between Marion/I-94 and 11th Street/I-94.

Central Corridor - A corridor between the Convention Center area in downtown Minneapolis and the Union Depot area in downtown St. Paul, encompassing all of the segments listed above.

HCRRA Stage 1 System - A plan developed in 1988 for 29 miles of LRT service in five corridors radial to downtown Minneapolis. The corridors include:

1. Hiawatha to 46th Street South;
2. Southwest to Hopkins;
3. Northwest to 63rd Avenue North;
4. University Connector; and
5. Central Area of Downtown Minneapolis linking the four corridors together.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

4

REGIONAL RAILROAD AUTHORITY

Originating Department

F. L. Glendon
Authorized Signature

8/17/92
Date

Board Action Requested

Authorize Chairman of RCRRA to sign agreement with Mn/DOT for State Rail Bank funds not to exceed \$750,000 for purchase of Burlington Northern right-of-way.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from David MacMillan
 - 3) Mortgage to Mn/DOT
 - 4) Agreement

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

August 25, 1992

Board Date

Signature

Signature

Signature

Date

Date

Date

F. L. Glendon
8/12/92



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

No. _____

WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has been negotiating with the Burling Northern Railroad to acquire the abandoned Burlington Northern Rail line (the LINE) lying between Fourth Street in St. Paul to Beam Avenue in Maplewood; and

WHEREAS, Minn. Stat. 22.50, subd. 7e authorizes the Minnesota Department of Transportation (Mn/DOT) to expend money from the rail service improvement account to pay a portion of the cost of acquiring a rail line by a regional railroad authority; and

WHEREAS, Pursuant to Minn. Stat. 222.50, subd. 7e, the Mn/DOT has agreed to lend the Ramsey County Regional Railroad Authority one half the cost of acquisition of the Line, to a maximum of seven hundred fifty thousand dollars (\$750,000); and

WHEREAS, The loan will be interest free and will be repaid only if the Line is sold or if the Ramsey County Regional Railroad Authority fails to adopt a transportation use plan for the Line within twenty years or have in place a transportation use within thirty years; and

WHEREAS, The Mn/DOT has agreed that recreational trail use is a transportation purpose within the meaning of the proposed agreement; and

WHEREAS, The RCRRA, Ramsey County, and the City of St. Paul have expressed an intention that the Line will be available for recreational trail use to the extent such use does not conflict with use for Light Rail Transit purposes; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the mortgage and underlying agreement between the Mn/DOT and Ramsey County Regional Railroad Authority for the loan of one half the price of acquisition of the Line, to a maximum of seven hundred fifty thousand dollars (\$750,000); and Be It Further

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to execute the mortgage and agreement which are attached hereto and incorporated herein.

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary



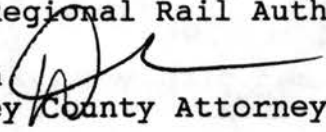
OFFICE OF THE COUNTY ATTORNEY
RAMSEY COUNTY
SUITE 400
350 ST. PETER STREET
ST. PAUL, MINNESOTA 55102

TOM FOLEY
COUNTY ATTORNEY

TELEPHONE (612) 298-4421
FAX 298-5316
& 292-7827

MEMORANDUM

TO: Ramsey County Regional Rail Authority

FROM: David MacMillan 
Assistant Ramsey County Attorney

DATE: August 10, 1992

SUBJECT: MnDOT Agreement and Mortgage for Railbank Funds for
Burlington Northern Corridor Acquisition

BACKGROUND

Negotiations with the Minnesota Department of Transportation (MnDOT) for rail bank funds to assist in the purchase of the abandoned Burlington Northern line between Fourth Street in St. Paul and Beam Avenue in Maplewood have been concluded. Enclosed for your review and approval are two documents negotiated in connection with this matter; a mortgage to the MnDOT and the underlying agreement. Significant provisions of these documents are as follows:

A. The Agreement

1. The MnDOT will loan to the RCRRA one half the acquisition cost of the line, to a maximum of seven hundred fifty thousand dollars (\$750,000). The loan will bear no interest and will be repaid only as discussed below.
2. The RCRRA has twenty years to propose a transportation use for the line, and thirty years to have the transportation use in place. I have discussed this with MnDOT, since the lead time for

light rail use might exceed those periods, and we have included in the agreement the understanding that recreational trail use will be considered as a transportation use.

If the line is not used for transportation purposes within the above time period, the loan must be repaid, either by repaying the seven hundred fifty thousand dollars or one-half of the then market value of the property, whichever is greater.

3. The RCRRRA can dispose of all or portions of the line in accordance with Article III, which provides that such disposition or sale cannot occur during the final twenty (20) years and that MnDOT reclaims it pro rata above of the sale price.
4. If the RCRRRA wishes to sell the line before the twenty year period, MnDOT has a first option to purchase the line for 50% of its appraisal value.
5. RCRRRA assumes all liability for the line during the period it holds the line.

B. The Mortgage

The mortgage is a standard agreement affording MnDOT a security interest in the property and any rents. So long as the RCRRRA complies with the terms of the Agreement, however, no repayment of the mortgage is necessary except under the terms of the Agreement.

/dm
enclosures

MORTGAGE

THIS INDENTURE (hereinafter referred to as "MORTGAGE") made on the _____ day of _____ 1992, by the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota (hereinafter referred to as the "MORTGAGOR") to the State of Minnesota (hereinafter referred to as "MORTGAGEE").

PRELIMINARY RECITALS

- A. The MORTGAGEE is lending to the MORTGAGOR the sum of Seven Hundred Fifty Thousand and no/100 (\$750,000.00) Dollars.
- B. This loan is made pursuant to the provisions of Minn. Stat. 222.50, subd. 7(e) (1990), and is for the purpose of acquiring abandoned railroad right-of-way according to the State Rail Bank program in the cities of St. Paul and Maplewood for potential development for light rail transit and other transportation purposes.
- C. This loan is a non-interest bearing loan which shall be repaid by the MORTGAGOR only according to the terms of AGREEMENT No. 69366 (the "AGREEMENT") between the MORTGAGOR and MORTGAGEE dated of even date herewith, a copy of which is attached and incorporated as Exhibit A.

NOW, THEREFORE, the said MORTGAGOR, in consideration of the debt hereinafter described and the sum of One and no/100 Dollars (\$1.00) to MORTGAGOR in hand paid by said MORTGAGEE, the receipt of which is hereby acknowledged, does hereby MORTGAGE, GRANT, BARGAIN, SELL, and CONVEY unto said MORTGAGEE, its successors and assigns, and grants to the MORTGAGEE a security interest in the real property (the "PREMISES") as Exhibit B.

A. REAL PROPERTY

All the tracts or parcels of real property lying within Ramsey County as more fully described in the attached deed and map Exhibit B.

B. RENTS, LEASES, AND PROFITS

All rents, incomes, contract rights, leases, and profits now due or which may become due under or by virtue of any lease, license, or agreement whether written or verbal, for the use or occupancy of the PREMISES or any part thereof together with all tenant security deposits ("RENTS, LEASES and PROFITS").

TO HAVE AND TO HOLD THE SAME, together with possession and right of possession of the PREMISES, unto the MORTGAGEE, its successors or assigns, forever.

PROVIDED, THAT if the MORTGAGOR, its successors or assigns, shall pay to the MORTGAGEE, its successors or assigns, the sum of Seven Hundred Fifty Thousand and no/100 (\$750,000.00) Dollars, according to the terms of the AGREEMENT, which are incorporated herein, together with any extensions or renewals, due and payable according to the terms of the AGREEMENT, without interest, and shall perform all of the covenants and agreements herein, then this MORTGAGE shall become null and void and shall be released at MORTGAGOR's expense; and

IT IS FURTHER COVENANTED AND AGREED AS FOLLOWS:

ARTICLE I. GENERAL COVENANTS, AGREEMENTS, WARRANTIES

- 1.1 PAYMENT OF INDEBTEDNESS; OBSERVANCE OF COVENANTS.
MORTGAGOR shall repay the principal or prorated portions thereof according to the terms of the AGREEMENT. Nothing in this section or any other section of this MORTGAGE shall require MORTGAGOR to make any payments to MORTGAGEE except as provided in the condition of the AGREEMENT.
- 1.2 COMPLIANCE WITH LAWS. MORTGAGOR makes and includes in this Mortgage the statutory covenants and other provisions set forth in Minnesota Statutes Section 507.15 or in any future Minnesota Statute providing for a statutory form of real estate mortgage. MORTGAGOR shall further comply with all requirements of law, municipal ordinances, and regulations affecting the PREMISES, and shall comply with all private restrictions and covenants affecting the PREMISES.

- 1.3 PAYMENT OF OPERATING COSTS; PRIOR MORTGAGES AND LIENS. MORTGAGOR shall pay all operating costs and expenses of the PREMISES, shall keep the PREMISES free from levy, attachment, mechanics', materialmen's and other liens ("LIENS") and shall pay when due all indebtedness which may be secured by mortgage, lien, or charge on the PREMISES.
- 1.4 PAYMENT OF IMPOSITIONS. MORTGAGOR shall pay when due before any penalty attaches all taxes, and assessments of every kind and nature assessed or charged against or constituting a lien on the PREMISES or any interest therein ("IMPOSITIONS") and will upon demand furnish to the MORTGAGEE proof of the payment of any such IMPOSITIONS as follows:
- (a) In the event of a court decree or an enactment of a law after the date of the AGREEMENT by any legislative authority imposing upon a mortgagee payment of the whole or any part of the IMPOSITIONS herein required to be paid by the MORTGAGOR; or
 - (b) changing in any way the laws relating to taxation of mortgages or debts secured by mortgages or a mortgagee's interest in mortgaged premises, so as to impose such IMPOSITION on the MORTGAGEE; or
 - (c) on the interest of the MORTGAGEE in the PREMISES, then, in any such event, MORTGAGOR shall bear and pay the full amount of such IMPOSITION, provided that if for any reason payment by MORTGAGOR of any such IMPOSITION would be unlawful; or
 - (d) if the payment thereof would constitute usury or render the indebtedness secured hereby wholly or partially usurious, MORTGAGEE, at its option, may declare the whole sum secured by this MORTGAGE with interest to be immediately due and payable, without prepayment premium; or
 - (e) MORTGAGEE, at its option, may declare the whole sum secured by this MORTGAGE with interest to be immediately due without prepayment premium; or
 - (f) MORTGAGEE, at its option may pay that amount or portion of such IMPOSITION as renders the indebtedness secured hereby lawful or usurious, in which event MORTGAGOR shall concurrently pay the remaining lawful and non-usurious portion or balance of said IMPOSITION.

1.5 CONTEST OF IMPOSITIONS, LIENS, AND LEVIES. MORTGAGOR shall not be required to pay, discharge, or remove any IMPOSITION or any lien so long as the MORTGAGOR shall in good faith contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the lien or IMPOSITION so contested and the sale of the PREMISES, or any part thereof, to satisfy the same. Any such contest shall be prosecuted with due diligence and the MORTGAGOR shall promptly pay the amount of any such lien or IMPOSITION together with all interest and penalties after final determination.

1.6 PROTECTION OF SECURITY. MORTGAGOR shall promptly notify MORTGAGEE of and appear in and defend any suit, action, or proceeding that affects the PREMISES or the rights or interest of MORTGAGEE hereunder and the MORTGAGEE may elect to appear in or defend any such action or proceeding.

ARTICLE II. APPLICATIONS OF INSURANCE AND AWARDS

2.1 DAMAGE OR DESTRUCTION OF THE PREMISES. MORTGAGOR shall give the MORTGAGEE prompt notice of any damage to or destruction of the PREMISES as follows:

- (a) In a case where loss is covered by insurance policies the MORTGAGEE (whether before or after foreclosure sale) is hereby authorized at its option to settle and adjust any claim arising out of such policies and collect for the proceeds payable therefrom,
- (b) Provided that the MORTGAGOR may itself adjust and collect for any losses arising out of a single occurrence aggregating not in excess of Five Thousand and no/100 (\$5,000.00) Dollars.
- (c) Any expense incurred by the MORTGAGEE in the adjustment and collection of insurance proceeds (including the cost of any independent appraisal of the loss or damage on behalf of MORTGAGEE) shall be reimbursed to the MORTGAGEE first out of any proceeds.
- (d) The proceeds or any part thereof shall be applied to reduction of the indebtedness secured hereby, whether due or not, without the application of any prepayment premium, or to the restoration or repair of the PREMISES, the choice of application to be solely at the discretion of MORTGAGEE;

- (e) However if MORTGAGEE elects to apply any or all of the proceeds to the indebtedness secured hereby, then MORTGAGOR shall be entitled to prepay the balance due on the Note after such application without payment of the premium as defined in the Note, and MORTGAGOR shall not be required to restore or rebuild the PREMISES.
- (f) MORTGAGOR shall only be required to repair and restore the PREMISES to the extent MORTGAGEE makes the proceeds available to MORTGAGOR.
- (g) To be entitled to prepay the Note without premium pursuant to this section, the judgement, award or proceeds made available to and applied by MORTGAGEE to the outstanding indebtedness must exceed ten percent (10%) of the balance of the outstanding indebtedness prior to such application.
- (h) MORTGAGOR shall give MORTGAGEE written notice of MORTGAGOR's election to prepay without premium within 30 days of any such application, and shall prepay pursuant to the notice of election within 60 days of such notice.

2.2 CONDEMNATION. MORTGAGOR shall give the MORTGAGEE prompt notice of any actual or threatened condemnation or eminent domain proceedings affecting the PREMISES and hereby assigns, transfers, and sets over to the MORTGAGEE the entire proceeds of any award or claim for damages or settlement in lieu thereof for all or any part of the PREMISES taken or damaged under such eminent domain or condemnation proceedings. The proceeds or any part thereof shall be applied in reduction of the indebtedness secured hereby, whether due or not, without the application of any prepayment premium, or to the restoration or repair of the PREMISES, the choice of application to be solely at the discretion of MORTGAGEE.

ARTICLE III. LEASES AND RENTS

3.1 MORTGAGOR TO COMPLY WITH LEASES. MORTGAGOR will, at its own cost and expense:

- a) Faithfully abide by, perform, and discharge each and every obligation, covenant, and agreement under any leases of the PREMISES to be performed by the landlord thereunder.
- b) Enforce or secure the performance of each and every material obligation, covenant, condition, and agreement of said leases by the tenants thereunder to be performed.

- c) Not permit the prepayment of any rents due under any lease for more than 30 days in advance nor for more than the next accruing installment of rents, nor anticipate, discount, compromise, forgive, or waive any such rents.
- d) Not terminate any lease or accept a surrender thereof or a discharge of the tenant unless required to do so by the terms of this lease or unless the MORTGAGOR and tenant shall have executed a new lease effective upon such termination for the same term of years at a rental not less than as provided in the terminated lease and on terms no less favorable to the landlord than as in the terminated lease.
- e) Not consent to a subordination of the interest of any tenant to any party other than MORTGAGEE and then only if specifically consented to by the MORTGAGEE.
- f) Not amend or modify any lease or alter the obligations of the parties thereunder, excepting in the ordinary and prudent course of business with due regard for the security afforded the MORTGAGEE by the lease.

3.2 MORTGAGEE'S RIGHT TO PERFORM UNDER LEASES. Should the MORTGAGOR fail to perform, comply with, or discharge any obligations of MORTGAGOR under any lease or should the MORTGAGEE become aware of a failure on the part of MORTGAGOR to perform its lease obligations, MORTGAGEE may, without further demand upon the MORTGAGOR, and without waiving or releasing MORTGAGOR from any obligation in this MORTGAGE, remedy such failure, and the MORTGAGOR agrees to repay upon demand all sums incurred by the MORTGAGEE in remedying any such failure plus interest at the then rate in effect on the Note. All such sums, plus interest, shall become additional indebtedness secured hereby but no such advance shall be deemed to relieve the MORTGAGOR from any default hereunder.

3.3 LEASE APPROVAL. Each lease of the PREMISES to be entered into by MORTGAGOR shall be approved by the MORTGAGEE and shall be satisfactory to the MORTGAGEE in form and content. Each such lease at the election of the MORTGAGEE will be either superior or subordinate to the lien of the MORTGAGE and each tenant shall execute an appropriate subordination or attornment agreement as required by the MORTGAGEE. Also, to the extent required by the MORTGAGEE, each tenant shall execute an estoppel certificate and acknowledge receipt of a notice of the assignment of its lease, all satisfactory in form and content to the MORTGAGEE.

ARTICLE IV. RIGHTS OF MORTGAGEE

- 4.1 RIGHT TO CURE DEFAULT. If the MORTGAGOR fails to comply with any of the covenants or obligations of this MORTGAGE, the MORTGAGEE may, but shall not be obligated to, without further notice to MORTGAGOR, and without waiving or releasing MORTGAGOR from any obligation in this MORTGAGE, remedy such failure, and the MORTGAGOR agrees to repay upon demand all sums incurred by the MORTGAGEE in remedying any such failure together with interest at the then rate in effect on the Note. All such sums, together with interest as aforesaid shall become additional indebtedness secured hereby, but no such advance shall be deemed to relieve the MORTGAGOR from any failure hereunder.
- 4.2 NO CLAIM AGAINST THE MORTGAGEE. Nothing contained in this MORTGAGE shall constitute any consent or request by the MORTGAGEE, express or implied, for the performance of any labor or services or for the furnishing of any materials or other property in respect to any part of the PREMISES, nor as giving the MORTGAGOR or any party in interest with MORTGAGOR any right, power, or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would create any personal liability against the MORTGAGEE or would permit the making of any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this MORTGAGE.
- 4.3 INSPECTION. MORTGAGOR will permit the MORTGAGEE's authorized representatives to enter the PREMISES at reasonable times for the purpose of inspecting the same; provided the MORTGAGEE shall have no duty to make such inspections and shall not incur any liability or obligation for making or not making any such inspections.
- 4.4 WAIVERS; OF APPRAISEMENT, HOMESTEAD, MARSHALING. The MORTGAGOR waives to the full extent lawfully allowed the benefit of any homestead, apportionment, evaluation, stay and extension laws now or hereinafter in force. MORTGAGOR waives any rights available with respect to marshaling of assets so as to require the separate sales of any portion of the PREMISES, or as to require the MORTGAGEE to exhaust its remedies against a specific portion of the PREMISES before proceeding against the other and does hereby expressly consent to and authorize the sale of the PREMISES or any part thereof as a single unit or parcel or as separate parcels.

ARTICLE V. EVENTS OF DEFAULTS. It shall be an event of default under this MORTGAGE upon the happening of any of the following:

- a) failure to comply with any of the provisions of the AGREEMENT;
- b) failure to pay when due any other indebtedness secured hereby; or
- c) failure to comply with or perform any of the other terms, conditions, or covenants of this MORTGAGE and such failure shall continue for a period of 15 days after notice thereof to MORTGAGOR; or
- d) any material representation or warranty made by MORTGAGOR herein, in the Note or in any other instrument given as security for the Note shall be false, breached, or dishonored; or
- e) the MORTGAGOR shall be dissolved, liquidated, or wound up or shall fail to maintain its existence as a going concern in good standing.

5.2 RIGHT TO FORECLOSE. If an event of default shall occur, the MORTGAGEE may, either with or without entry or taking possession, proceed by suit(s) at law or in equity or by any other appropriate proceedings to enforce payment of the indebtedness secured hereby. The MORTGAGOR hereby authorizes and full empowers the MORTGAGEE to foreclose this MORTGAGE by judicial proceedings or by advertisement with power of sale and grants to the MORTGAGEE full authority to sell the PREMISES at public auction and convey title to the PREMISES to the purchaser, either in one parcel or separate lots and parcels as prescribed by law. Proceeds arising from sale and foreclosure will be applied to the principal. Any interest due under the AGREEMENT and the indebtedness secured hereby together with all sums of money MORTGAGEE shall have expended or advanced pursuant to this MORTGAGE or to statute together with interest and all costs and expenses of foreclosure, including attorney's fees, with the balance, if any, to be paid to the persons entitled thereto by law. In any such proceeding, the MORTGAGEE may apply all or any portion of the indebtedness secured hereby to the amount of the purchase price.

5.3 RIGHTS CUMULATIVE. Each right, power, or remedy herein conferred upon the MORTGAGEE is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to MORTGAGEE, at law or inequity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the MORTGAGEE and shall not be a waiver of the right to exercise at any time thereafter any right, power, or remedy.

5.3 CON'T

No delay or omission by the MORTGAGEE in the exercise of any right, power, or remedy arising hereunder or arising otherwise shall impair any such right, power, or remedy or the right of the MORTGAGEE to resort thereto at a later date or be construed to be a waiver of any default or event of default under this MORTGAGE or the Note.

5.4 RIGHT TO DISCONTINUE PROCEEDINGS. In the event MORTGAGEE shall have proceeded to invoke any right, remedy, or recourse permitted under this MORTGAGE and shall thereafter elect to discontinue or abandon the same for any reason, MORTGAGEE shall have the unqualified right to do so and in such event MORTGAGOR and MORTGAGEE shall be restored to their former positions with respect to the indebtedness secured hereby. This MORTGAGE, the PREMISES and all rights, remedies, and recourse of the MORTGAGEE shall continue as if the same had not been invoked.

ARTICLE VI MISCELLANEOUS

6.1 RELEASE OF MORTGAGE. When all indebtedness secured hereby has been paid, this MORTGAGE and all assignments shall be void and this MORTGAGE shall be released by the MORTGAGEE at the cost and expense of the MORTGAGOR, otherwise to remain in full force and effect.

6.2 CHOICE OF LAW. This MORTGAGE is made and executed under the laws of the State of Minnesota and is intended to be governed by the laws of said state and shall enure to the benefit of the MORTGAGEE, its successors and assigns.

6.3 SUCCESSORS AND ASSIGNS. This MORTGAGE and each and every covenant, agreement, and other provision hereof shall be binding upon the MORTGAGOR and its successors and assigns including each and every time record owner of the PREMISES or any other person having an interest therein, shall run with the land and shall inure to the benefit of the MORTGAGEE and its successors and assigns. As used herein, the words "successors and assigns" shall also be deemed to include the heirs, representatives, administrators, and executors of any natural person who is or becomes a party to this MORTGAGE.

In the event that the ownership of the PREMISES becomes vested in a person or persons other than the MORTGAGOR, the MORTGAGEE shall not have any obligation to deal with such successor or successors in interest unless such transfer is permitted by this MORTGAGE, and then only upon being notified in writing 30 days prior to such change of ownership. Upon such notification, the MORTGAGEE may thereafter deal with such successor in place of MORTGAGOR without any obligation to thereafter deal with MORTGAGOR and without waiving any liability of MORTGAGOR hereunder or under the Note.

- 6.4 UNENFORCEABILITY OF CERTAIN CLAUSES. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.
- 6.5 CAPTIONS AND HEADINGS. The captions and headings of the various sections of this MORTGAGE are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine, and neuter shall be freely interchangeable.
- 6.6 NOTICES. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail to their respective addresses as set forth herein, or to such other places any party hereto may hereafter by notice in writing designate shall constitute service of notice hereunder.
- 6.7 NO DEFICIENCY. The MORTGAGEE agrees that it will not seek against the MORTGAGOR any judgement for a deficiency in any action or proceedings to foreclose this MORTGAGE and no personal judgement or recovery by way of deficiency, or otherwise shall be sought against the MORTGAGOR herewith, provided this limitation of liability shall not prejudice the right of the MORTGAGEE to enforce or foreclose this MORTGAGE, or to enforce any separate guarantees of the agreement or other security given for the payment thereof or to exercise any of its remedies at law, including naming the MORTGAGOR in any action or proceedings to foreclose or enforce the same.

IN WITNESS WHEREOF, the MORTGAGOR has caused these presents to be executed as of the date first above written.

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY
a MINNESOTA Political Corporation

By _____
Its Chairman

Contract Number _____

ACKNOWLEDGMENT OF RECIPIENT'S
AUTHORIZED SIGNATURE

STATE OF MINNESOTA)
) ss
COUNTY OF Ramsey)

On this _____ day of _____, 1992 before me appeared
_____ and _____

to me personally known, who being by me duly sworn, did say they
are respectively Chairman and Executive Director of
Ramsey County Regional Railroad Authority.
RECIPIENT

By _____
Title Executive Director

By _____
Title Chairman

Notary Public

EXHIBIT "A"

AGREEMENT No. 69366

LOAN AGREEMENT BETWEEN

RAMSEY COUNTY REGIONAL

RAILROAD AUTHORITY

AND

THE STATE OF MINNESOTA

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PREAMBLE

This Agreement is made by and between the State of Minnesota, acting by and through its Department of Transportation (hereinafter referred to as "MN/DOT"), and the Ramsey County Regional Railroad Authority (hereinafter referred to as "RCRRA").

WITNESSETH THAT:

WHEREAS, pursuant to Minn. Stat. 222.50, Subd. 7.e., The Commissioner of Mn/DOT is authorized to pay, from the Minnesota Rail Service Improvement Account, a portion of the costs of acquiring a rail line by a regional railroad authority established pursuant to Minn. Stat. Ch. 398A; and

WHEREAS, RCRRA is established as a regional railroad authority pursuant to Minn. Stat. Ch. 398A, and has received a certificate of incorporation from the Secretary of State; and

WHEREAS, MN/DOT and RCRRA are interested in preserving a railroad corridor including the railroad bed, right-of-way, and other appurtenances of railroad right-of-way, leases and bridges, trestles and culverts from St. Paul milepost 0.40 (approximately) to Beam Avenue in Maplewood milepost 6.25, hereafter referred to as the "Line", for future transportation purposes including but not limited to recreational uses; and

WHEREAS, the Interstate Commerce Commission has authorized the abandonment of the Line and the Burlington Northern Railroad Company has ceased rail service on the Line; and

WHEREAS, RCRRA has reached agreement to acquire the Line pursuant to Minn. Stat. 398A.04, Subd. 1(b) for future transportation purposes including but not limited to recreational uses,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES:

ARTICLE I. Loan, Interest Rate, Use of Funding, Prepayment, Maturity and Lien

Pursuant to the following terms and conditions, MN/DOT will loan to RCRRA up to 50% of the cost of acquiring the Line, not to exceed Seven Hundred Fifty Thousand dollars and No/100 \$750,000.00 DOLLARS at 0.00% interest rate.

Funds loaned by Mn/DOT to RCRRA hereunder shall be used exclusively for acquisition of the Line. If the RCRRA fails to propose a transportation use for the property by the end of twenty years from the date this agreement is entered into;

or if RCRRA fails to have in place a transportation use by the end of thirty years from the date this agreement is entered into;

RCRRA shall return to the state the sum of Seven Hundred Fifty Thousand and No/100 \$750,000.00 DOLLARS used to purchase the line or 50% of the then value of the property, whichever is greater, not including the value of improvements made by RCRRA.

ARTICLE II. Notifications.

RCRRA shall notify MN/DOT through its Director of the Office of Railroads and Waterways in writing at least 30 days before the effective dates of the following agreements, events or arrangements:

1. All contract agreements, or amended agreements, with any party for rail operations, maintenance and management or sale of the Line or portion of the Line;
2. The receipt of the final payment of any Agreement of Sale embodying RCRRA's sale of the railroad assets or any portion thereof; and
3. Changes in RCRRA organizational structure, address, telephone number, and chairman.

In the event that RCRRA decides to change the Line from transportation to non-transportation use or to sell, trade or abandon the Line, RCRRA shall notify MN/DOT no later than 180 days prior to implementation of that decision. Nothing in this section shall relieve RCRRA of the obligations set out in Article III of this agreement.

ARTICLE III. Disposition of Line.

For purposes of Article III of this Agreement the reference "Line" refers to the entire Line or any portion thereof.

Section 1.

RCRRA shall have the right to sell the Line as long as the terms of the agreement to sell include the following:

- a. The sale of the line will be complete no sooner than 20 years from this agreement.
- b. Any provision for prepayment of the purchase price or any part thereof will be subject to MN/DOT approval.
- c. MN/DOT and all contributors to the initial acquisition of the Line by RCRRA shall receive payment pursuant to Article III, Section 4 of this Agreement prior to the effective date of the transfer of title to the Line from RCRRA to the purchaser.
- d. RCRRA shall retain the title to the Line until c. above is complete.
- e. The purchaser shall neither assign nor transfer any rights or obligations under the Agreement to sell by RCRRA without the prior written consent of RCRRA and MN/DOT.
- f. Any sale agreement shall be subject to MN/DOT review and approval.

Section 2. If the Line is not sold pursuant to Article III, Section I, and it is to be otherwise sold, traded, abandoned, or if RCRRA ceases to exist, MN/DOT shall have the first option to buy the Line pursuant to the procedures of the State Rail Bank Program.

- a. The commissioner of transportation may acquire by purchase all or any part of any abandoned rail line or right-of-way which is necessary for preservation in the state rail bank to meet the future public and commercial transportation and transmission needs of the state.

- b. MN/DOT's cost shall be no more than 50% of the then value of the line or equal to the percentage of its investment in the initial acquisition of the Line, plus the cost of bny value added improvements to the line.

Section 3. The following shall govern MN/DOT's option to buy the Line:

- a. MN/DOT and RCRRA will attempt to negotiate a purchase price. If a purchase price cannot be agreed upon, each party will appoint an arbitrator. The two arbitrators will select a third arbitrator and the two parties shall share equally the cost of the arbitration panel. The panel of arbitrators will consider the positions of both parties and will recommend a reasonable purchase price. MN/DOT may then purchase the property at the arbitrator's recommended purchase price.
- b. In the event that MN/DOT does not purchase the Line under the procedures in 3 a. and RCRRA receives a bona fide offer to purchase the Line and RCRRA agrees to accept the offer, MN/DOT shall have a right to purchase the Line for the same amount from the RCRRA. This right to purchase requires that RCRRA notify MN/DOT of its decision to sell and of the terms and conditions of the bona fide offer. If MN/DOT agrees to purchase the Line, it will have a reasonable period of time not to exceed 120 days to obtain the financial encumbrance to complete the purchase. If MN/DOT fails to exercise this option to purchase, RCRRA is free to accept the bona fide offer.

Section 4. Any agreement between the RCRRA and any purchaser shall include a specific time frame and schedule indicating how MN/DOT and all contributors to the initial acquisition of the Line shall be paid. MN/DOT's share of the sale, and that of all the contributors, shall be at a percentage equal to the percentage of their investment in the initial acquisition of the Line less any improvements.

Section 5. All agreements between the RCRRA and any other parties participating in the purchase of the Line shall include provisions recognizing MN/DOT's rights pursuant to Article III, Sections 1, 2, 3, 4 and Article IV of this Agreement.

ARTICLE IV. Indebtedness of Loan

The indebtedness of the Loan shall be evidenced by this Loan Agreement and by separate mortgage agreement which shall be recorded with the appropriate county or counties.

ARTICLE V. Conditions of Payment.

MN/DOT will loan the RCRRA the funding provided herein upon receipt of an acceptable final purchase agreement with the Burlington Northern Railroad Company that has been approved by the RCRRA and all other participants in the purchase. In addition, the RCRRA shall also notify MN/DOT in writing of the actual purchase price, the names of all contributors to the purchase and the amount contributed by each party, and shall provide copies of all agreements with such contributors. Prior to release of Mn/DOT's funding, RCRRA shall also verify to the satisfaction of MN/DOT that all contributors to the purchase price are bound by the conditions of Article III, Sections 1, 2, 3, 4 and Article IV of this Agreement.

ARTICLE VI. State and Federal Laws Applicable.

The RCRRA shall comply with and enforce all applicable state and federal laws relating to the acquisition and operation of the Line by itself and its contractors, lessees and agents.

ARTICLE VII. Effective Date of Contract.

This agreement shall be effective when executed and approved by all parties or upon such date as it is executed as to encumbrance by the Commissioner of Finance, whichever occurs later.

ARTICLE VIII. Assignment.

The RCRRA shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MN/DOT.

ARTICLE IX. Amendments.

Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement, or their successors in office.

ARTICLE X. Liability.

RCRRA agrees to defend, indemnify and save, and hold MN/DOT, its agents and employees, harmless from any and all claims or causes of action arising from the performance of this Agreement by the RCRRA or its agents or employees and from the ownership, operation and maintenance of the Line by the RCRRA.

ARTICLE XI. REPAYMENT

Repayment of Mn/DOT's loan will be required only, if at the end of twenty years an approved transportation plan is not developed or in place;

Or as long as an approved transportation mode is operational by year thirty and continues to function, loan repayment will never be required.

ARTICLE XII. State Audits.

The books, records, documents, and accounting procedures and practices of the RCRRA relevant to this Agreement shall be subject to examination by the MN/DOT's auditors, the state auditor, and the legislative auditor.

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

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

By _____
Title: _____
Date: _____

By _____
Title: _____
Date: _____

By _____
Title: _____
Date: _____

By _____
Title: _____
Date: _____

MINNESOTA DEPARTMENT OF
TRANSPORTATION

By _____
Title: _____
Date: _____

As to Form and Execution by
the Attorney General:

By _____
Date: _____

COMMISSIONER OF ADMINISTRATION

By _____
Date: _____

COMMISSIONER OF FINANCE

By _____
Date: _____

EXHIBIT B

Descriptions for
Sheet 1 of 3 Sheets
PLAT OF SURVEY

Burlington Northern Railroad Right of Way

That part of the Southwest Quarter of Section 3, Township 29, Range 22, Ramsey County, Minnesota, lying 75 feet on each side of the following described line:

Commencing at the southeast corner of said Southwest Quarter; thence North 89 degrees 42 minutes 33 seconds West along the south line of said Southwest Quarter a distance of 1205.00 feet to the point of beginning of the line to be described; thence North 9 degrees 30 minutes 09 seconds East 2668.22 feet to a point on the north line of said Southwest Quarter distant 711.44 feet west of the northeast corner of said Southwest Quarter and said line there terminating.

That part of the Northwest Quarter of Section 3, Township 29, Range 22, Ramsey County, Minnesota, described as follows:

Commencing at the southeast corner of said Northwest Quarter; thence North 89 degrees 48 minutes 36 seconds West, along the south line of said Northwest Quarter a distance of 635.44 feet to the point of beginning; thence North 9 degrees 30 minutes 09 seconds East a distance of 170.70 feet; thence North 80 degrees 29 minutes 51 seconds West a distance of 150.00 feet; thence South 9 degrees 30 minutes 09 seconds West a distance of 195.30 feet to the south line of said Northwest Quarter, thence South 89 degrees 48 minutes 36 seconds East along said south line a distance of 152.00 feet to the point of beginning.

Descriptions for
Sheet 2 of 3 Sheets
PLAT OF SURVEY
Burlington Northern Railroad Right of Way

That part of the Southwest Quarter of Section 10, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described line:

Commencing at the southwest corner of said Southwest Quarter; thence South 89 degrees 46 minutes 02 seconds East a distance of 550.34 feet to the point of beginning of the line to be described; thence North 9 degrees 30 minutes 09 seconds East a distance of 2663.50 feet to a point on the north line of said Southwest Quarter distant 988.43 feet east of the northwest corner of said Southwest Quarter and said line there terminating.

Lying southerly and westerly of the following described line:

Beginning at the intersection of the west line of the above described parcel of land and a line parallel with and 120 feet southerly of the hereinafter described line 1; thence easterly along said parallel line to the above described centerline; thence southerly along said centerline to a line parallel with and 170 feet southerly of the hereinafter described Line 1; thence easterly along said parallel line to the east line of the above described parcel of land and said line there terminating.

Line 1 is described as follows:

Beginning at a point on the west line of said Section 10, distant 729.7 feet south of the west quarter corner thereof; thence run easterly at an angle of 89 degrees 56 minutes 00 seconds from said west section line (measured from north to east) for 1100 feet and there terminating.

Descriptions for Sheet 2 of 3 Sheets (cont.)

That part of the Northwest Quarter of Section 10, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described line:

Commencing at the southwest corner of said Northwest Quarter; thence South 89 degrees 53 minutes 29 seconds East along the south line of said Northwest Quarter a distance of 988.43 feet to the point of beginning of the line to be described; thence North 9 degrees 30 minutes 09 seconds East a distance of 2656.72 feet to a point on the north line of said Northwest Quarter distant 1205.00 feet west of the northeast corner of said Northwest Quarter and said line there terminating.

Lying North of a line parallel with and 100.00 feet north of the south line of said Northwest Quarter.

Except that part lying westerly of the following described line:

Beginning at a point on the westerly line of the above described parcel distant 1867.70 feet from the south line of said Northwest Quarter, as measured along said westerly line; thence northerly along a curve concave to the east, tangent to said westerly line, having a radius of 2914.93 feet, a central angle of 6 degrees 22 minutes 55 seconds a distance of 324.68 feet to the east line of the Northwest Quarter of said Northwest Quarter; thence northerly along said east line of the Quarter-Quarter a distance of 108.43 feet to the intersection with the westerly line of the above described parcel and said line there terminating.

Descriptions for
Sheet 3 of 3 Sheets
PLAT OF SURVEY
Burlington Northern Railroad Right of Way

That part of the Southwest Quarter of Section 15, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described line:

Commencing at the southwest corner of said Southwest Quarter; thence South 89 degrees 58 minutes 42 seconds East along the south line of said Southwest Quarter a distance of 216.75 feet to the point of beginning of the line to be described; thence North 2 degrees 30 minutes 44 seconds East a distance of 2640.40 feet to a point on the north line of said Southwest Quarter distant 345.89 feet east of the northwest corner of said Southwest Quarter and said line there terminating.

Lots 13, 14 and 15, Block 3, "Gladstone, Ramsey Co. Minn.," together with that part of the vacated Ridge Street lying south of the easterly extension of the north line of said Lot 13 and lying north of the easterly extension of the south line of said Lot 15.

Lots 1, 2 and 3, Block 4, "Gladstone, Ramsey Co., Minn.," together with that part of the vacated Ridge Street lying south of the easterly extension of the north line of said Lot 1 and lying north of the easterly extension of the south line of said Lot 3.

Descriptions for Sheet 3 of 3 Sheets (cont.)

That part of Lots 4,5,6 and 7, Block 4, "Gladstone, Ramsey Co., Minn.," lying northeasterly of the following described line:

Beginning at a point on the north line of said Lot 4 distant 29.00 feet east of the northwest corner of said Lot 4; thence southeasterly along a 16 degree curve, concave to the southwest, having a radius of 359.26 feet, to a point on the east line of said Lot 7 distant 5.00 feet north of the southeast corner of said Lot 7.

Together with the vacated Ridge Street lying south of the easterly extension of the north line of said Lot 4 and lying north of a line parallel with and 5 feet north of the easterly extension of the south line of said Lot 7.

That part of the Northwest Quarter of Section 15, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described line:

Commencing at the southwest corner of said Northwest Quarter; thence South 89 degrees 48 minutes 54 seconds East along the south line of said Northwest Quarter a distance of 345.89 feet to the point of beginning of the line to be described; thence North 2 degrees 30 minutes 44 seconds East a distance of 1698.26 feet; thence along a tangential curve, concave to the east, having a radius of 5729.65 feet, a central angle of 6 degrees 59 minutes 25 seconds and a distance of 699.04 feet; thence North 9 degrees 30 minutes 09 seconds East a distance of 250.27 feet to a point on the north line of said Northwest Quarter distant 550.34 feet east of the northwest corner of said Northwest Quarter and said line there terminating.

Description for
Sheet 1 of 8 Sheets
PLAT OF SURVEY

Burlington Northern Railroad Right of Way

That part of the Northwest Quarter of Section 22, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described line:

Commencing at the northwest corner of said Northwest Quarter; thence South 89 degrees 58 minutes 48 seconds East along the north line of said Northwest Quarter a distance of 216.75 feet to the beginning of the line to be described; thence South 2 degrees 30 minutes 38 seconds West a distance of 1435.45 feet; thence southerly a distance of 391.78 feet along a tangential curve concave to the east, having a radius of 22,918.33 feet and a central angle of 0 degrees 58 minutes 46 seconds; thence South 1 degree 31 minutes 52 seconds West, tangent to the last described curve, a distance of 807.85 feet to a point on the south line of said Northwest Quarter distant 99.97 feet east of the southwest corner of said Northwest Quarter and said line there terminating.

Description for
Sheet 2 of 8 Sheets
PLAT OF SURVEY
Burlington Northern Railroad Right of Way

That part of the Southwest Quarter of Section 22 and the Southeast Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described line:

Commencing at the northwest corner of said Southwest Quarter; thence South 89 degrees 55 minutes 44 seconds East along the north line of said Southwest Quarter a distance of 99.97 feet to the beginning of the line to be described; thence South 1 degree 31 minutes 52 seconds West a distance of 1998.26 feet; thence southerly a distance of 520.33 feet along a tangential curve concave to the east, having a radius of 17,188.76 feet and a central angle of 1 degree 44 minutes 04 seconds; thence South 0 degrees 12 minutes 12 seconds East, tangent to the last described curve, a distance of 123.74 feet to a point on the south line of said Southwest Quarter distant 33.25 feet east of the southwest corner of said Southwest Quarter and said line there terminating.

Description for
Sheet 3 of 8 Sheets
PLAT OF SURVEY
Burlington Northern Railroad Right of Way

That part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described Line 1:

Line 1

Commencing at the northwest corner of said Northwest Quarter; thence South 89 degrees 59 minutes 51 seconds East along the north line of said Northwest Quarter a distance of 33.25 feet to the beginning of the line to be described; thence South 0 degrees 12 minutes 12 seconds East a distance of 1191.50 feet; thence southerly and southwesterly a distance of 1487.39 feet along a tangential curve, concave to the northwest, having a radius of 1910.08 feet and a central angle of 44 degrees 37 minutes 00 seconds; thence South 44 degrees 24 minutes 48 seconds West, tangent to the last described curve, a distance of 147.81 feet to a point on the south line of said Northeast Quarter of Section 28 distant 620.61 feet west of the southeast corner of said Northeast Quarter and said line there terminating.

together with that part of said Northeast Quarter lying westerly of a line 50 feet westerly of and parallel with said Line 1 and easterly of the following described Line 2:

Line 2

Commencing at the northwest corner of said Northwest Quarter; thence South 89 degrees 59 minutes 51 seconds East along the north line of said Northwest Quarter a distance of 33.25 feet; thence South 0 degrees 12 minutes 12 seconds East a distance of 952.20 feet; thence South 89 degrees 47 minutes 48 seconds West a distance of 50.00 feet to the beginning of the line to be described; thence South 11 degrees 17 minutes 55 seconds West a distance of 292.00 feet; thence southwesterly a distance of 914.47 feet along a non-tangential curve, concave to the northwest, having a radius of 1809.57 feet, a central angle of 28 degrees 57 minutes 17 seconds and a chord bearing of South 24 degrees 17 minutes 54 seconds West; thence South 38 degrees 46 minutes 32 seconds West, tangent to the last described curve, a distance of 742.80 feet to a point on the south line of said Northeast Quarter of Section 28 distant 917.05 west of the southeast corner of said Northeast Quarter and said line there terminating.

Description for
Sheet 4 of 8 Sheets
PLAT OF SURVEY

Burlington Northern Railroad Right of Way

That part of the Southeast Quarter of Section 28, Township 29, Range 22, Ramsey County, Minnesota, lying southeasterly of the following described Line 1 and northwesterly of the following described Line 2.

Line 1

Commencing at the northeast corner of said Southeast Quarter; thence South 89 degrees 38 minutes 03 seconds West along the north line of said Southeast Quarter a distance of 710.77 feet; thence South 44 degrees 24 minutes 48 seconds West a distance of 637.73 feet; thence southwesterly a distance of 963.11 feet along a tangential curve, concave to the northwest, having a radius of 1860.08 feet and central angle of 29 degrees 40 minutes 00 seconds; thence South 15 degrees 55 minutes 12 seconds East, not tangent to the last described curve, a distance of 35.00 feet; thence South 74 degrees 04 minutes 48 seconds West a distance of 683.67 feet to a point on the west line of said Southeast Quarter distant 1497.89 feet north of the southwest corner of said Southeast Quarter and said line there terminating.

Line 2

Commencing at the northeast corner of said Southeast Quarter; thence South 89 degrees 38 minutes 03 seconds West along the north line of said Southeast Quarter a distance of 550.17 feet; thence South 44 degrees 24 minutes 48 seconds West a distance of 750.86 feet; thence southwesterly a distance of 563.67 feet along a tangential curve, concave to the northwest, having a radius of 1974.08 feet and central angle of 16 degrees 21 minutes 36 seconds; thence South 68 degrees 57 minutes 48 seconds West, not tangent to the last described curve, a distance of 308.16 feet; thence southwesterly a distance of 530.67 feet along a tangential curve, concave to the northwest, having a radius of 5714.65 feet and a central angle of 5 degrees 19 minutes 14 seconds; thence South 74 degrees 17 minutes 02 seconds West, tangent to the last described curve, a distance of 322.55 feet to a point on the west line of said Southeast Quarter distant 1419.81 feet north of the southwest corner of said Southeast Quarter and said line there terminating.

Description for
Sheet 5 of 8 Sheets
PLAT OF SURVEY
Burlington Northern Railroad Right of Way

That part of the Southwest Quarter of Section 28, Township 29, Range 22, Ramsey County, Minnesota, lying northerly of the following described Line 1 and southerly of the following described Line 2.

Line 1

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

Line 2

Commencing at the southeast corner of said Southwest Quarter; thence North 0 degrees 01 minutes 38 seconds East along the east line of said Southwest Quarter a distance of 1534.66 feet; thence South 74 degrees 04 minutes 48 seconds West a distance of 386.42 feet; thence North 0 degrees 01 minutes 38 seconds East a distance of 0.16 feet; thence South 74 degrees 04 minutes 48 seconds West a distance of 300.00 feet; thence South 0 degrees 01 minutes 38 seconds West a distance of 15.08 feet; thence South 74 degrees 04 minutes 48 seconds West a distance of 804.45 feet; thence westerly a distance of 124.23 feet along a tangential curve, concave to the north, having a radius of 1423.18 feet and a central angle of 5 degrees 00 minutes 05 seconds; thence North 0 degrees 18 minutes 36 seconds West, not tangent to the last described curve, a distance of 0.16 feet; thence westerly a distance of 475.89 feet, along a non-tangential curve, concave to the north, having a radius of 1480.97 feet, a central angle of 18 degrees 24 minutes 41 seconds and a chord bearing of South 88 degrees 24 minutes 23 seconds West; thence North 84 degrees 29 minutes 19 seconds West, not tangent to the last described curve, a distance of 571.91 feet; thence South 85 degrees 57 minutes 09 seconds West a distance of 29.08 feet to a point on the West line of said Southwest Quarter distant 1123.35 feet north of the southwest corner of said Southwest Quarter and said line there terminating.

Description for
Sheet 6 of 8 Sheets
PLAT OF SURVEY

Burlington Northern Railroad Right of Way

That part of the Southeast Quarter of Section 29, Township 29, Range 22, Ramsey County, Minnesota, lying between the following described Lines 1 and 2:

Line 1

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 12 minutes 04 seconds East along the east line of said Southeast Quarter a distance of 1064.35 feet to the beginning of the line to be described; thence westerly a distance of 74.25 feet along a non-tangential curve concave to the south having a radius of 1325.40 feet, a central angle of 3 degrees 12 minutes 35 seconds and a chord bearing of South 87 degrees 07 minutes 48 seconds West; thence South 85 degrees 31 minutes 31 seconds West, tangent to the last described curve, a distance of 73.64 feet; thence westerly a distance of 145.81 feet along a tangential curve, concave to the north, having a radius of 775.84 feet and a central angle of 10 degrees 46 minutes 06 seconds; thence South 3 degrees 10 minutes 10 seconds East, not tangent to the last described curve, a distance of 17.63 feet; thence South 86 degrees 49 minutes 50 seconds West a distance of 373.22 feet; thence North 10 degrees 47 minutes 02 seconds West a distance of 217.92 feet; thence northwesterly a distance of 53.60 feet along a non-tangential curve, concave to the northeast, having a radius of 775.84 feet, a central angle of 3 degrees 57 minutes 29 seconds and a chord bearing of North 48 degrees 08 minutes 14 seconds West; thence northwesterly a distance of 254.72 feet along a tangential curve, concave to the southwest, having a radius of 509.69 feet and a central angle of 28 degrees 38 minutes 00 seconds; thence North 74 degrees 47 minutes 29 seconds West, tangent to the last described curve, a distance of 4.00 feet; thence westerly, southwesterly and southerly a distance of 1071.04 feet along a tangential curve, concave to the southeast, having a radius of 539.80 feet and a central angle of 113 degrees 41 minutes 00 seconds; thence South 8 degrees 28 minutes 29 seconds East, tangent to the last described curve, a distance of 187.67 feet; thence South 89 degrees 08 minutes 47 seconds West a distance of 14.14 feet; thence South 0 degrees 56 minutes 33 seconds East a distance of 271.12 feet; thence North 89 degrees 03 minutes 27 seconds East a distance of 34.13 feet; thence southerly a distance of 60.46 feet along a non-tangential curve, concave to the west, having a radius of 1974.08 feet, a central angle of 1 degree 45 minutes 17 seconds and a chord bearing of South 0 degrees 21 minutes 51 seconds East; thence South 89 degrees 08 minutes 12 seconds West, not tangent to the last described curve, a distance of 15.00 feet; thence southerly a distance of 5.08 feet along a non-tangential curve, concave to the west, having a radius of 1959.08 feet, a central angle of 0 degrees 08 minutes 55 seconds and a chord bearing of South 0 degrees 35 minutes 54 seconds West; thence South 89 degrees 12 minutes 00 seconds West, not tangent to the last described curve, a distance

Description for Sheet 6 of 8 Sheets (cont.)

of 15.00 feet; thence southerly a distance of 50.61 feet along a non-tangential curve, concave to the west, having a radius of 1944.08 feet, a central angle of 1 degree 29 minutes 30 seconds and a chord bearing of South 1 degree 25 minutes 46 seconds West; thence South 2 degrees 10 minutes 31 seconds West, tangent to the last described curve, a distance of 79.53 feet; thence South 89 degrees 12 minutes 00 seconds West a distance of 10.76 feet; thence South 2 degrees 57 minutes 45 seconds West a distance of 135.32 feet; thence North 89 degrees 15 minutes 47 seconds East a distance of 40.44 feet; thence southerly a distance of 30.63 feet along a non-tangential curve, concave to the west having a radius of 701.27 feet, a central angle of 2 degrees 30 minutes 10 seconds and a chord bearing of South 7 degrees 59 minutes 23 seconds West to a point on the south line of said Southeast Quarter distant 1604.07 feet west of the southeast corner of said Southeast Quarter and said line there terminating.

Line 2

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 12 minutes 04 seconds East along the east line of said Southeast Quarter a distance of 1123.35 feet to the beginning of the line to be described; thence South 85 degrees 57 minutes 09 seconds West a distance of 61.25 feet; thence North 84 degrees 29 minutes 19 seconds West a distance of 207.51 feet; thence northwesterly a distance of 206.75 feet along a tangential curve concave to the north, having a radius of 690.85 feet and a central angle of 17 degrees 08 minutes 50 seconds; thence North 56 degrees 10 minutes 38 seconds West, not tangent to the last described curve; a distance of 212.27 feet; thence North 47 degrees 09 minutes 21 seconds West a distance of 45.39 feet; thence northwesterly a distance of 215.89 feet along a non-tangential curve, concave to the southwest, having a radius of 608.82 feet, a central angle of 20 degrees 19 minutes 02 seconds and a chord bearing of North 55 degrees 24 minutes 12 seconds West; thence South 0 degrees 11 minutes 43 seconds East, not tangent to the last described curve, a distance of 0.54 feet; thence northwesterly a distance of 90.20 feet along a non-tangential curve, concave to the southwest, having a radius of 609.69 feet, a central angle of 8 degrees 28 minutes 35 seconds and a chord bearing of North 70 degrees 33 minutes 12 seconds West; thence North 74 degrees 47 minutes 29 seconds West, tangent to the last described curve, a distance of 4.00 feet; thence westerly, southwesterly and southerly a distance of 1269.46 feet along a tangential curve, concave to the southeast, having a radius of 639.30 feet and a central angle of 113 degrees 41 minutes 00 seconds; thence South 8 degrees 28 minutes 29 seconds East, tangent to the last described curve, a distance of 210.50 feet; thence southerly a distance of 296.39 feet along a tangential curve, concave to the west, having a radius of 1874.08 feet and a central angle of 9 degrees 03 minutes 41 seconds; thence South 89 degrees 08 minutes 12 seconds West, not tangent to the last described curve, a distance of 7.02 feet; thence South 0 degrees 01 minutes 43 seconds East a distance of 134.98 feet; thence North 89 degrees 12 minutes 00 seconds East a distance of 2.54

Description for Sheet 6 of 8 Sheets (cont.)

feet; thence South 2 degrees 10 minutes 31 seconds West a distance of 74.39 feet; thence southerly a distance of 92.00 feet along a tangential curve, concave to the west, having a radius of 601.27 feet and a central angle of 8 degrees 46 minutes 02 seconds to a point on the south line of said Southeast Quarter distant 1705.91 feet west of the southeast corner of said Southeast Quarter and said line there terminating.

Description for
Sheet 7 of 8 Sheets
PLAT OF SURVEY

Burlington Northern Railroad Right of Way

That part of the Northeast Quarter of Section 32, Township 29, Range 22, Ramsey County, Minnesota, lying 21.00 feet northwesterly and 49.00 feet southeasterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter; thence South 89 degrees 08 minutes 48 seconds West along the north line of said Northeast Quarter a distance of 1669.18 feet to the beginning of the line to be described; thence southwesterly a distance of 144.23 feet along a non-tangential curve, concave to the northwest, having a radius of 637.27 feet, a central angle of 12 degrees 58 minutes 03 seconds and a chord bearing of South 16 degrees 45 minutes 04 seconds West; thence South 23 degrees 14 minutes 05 seconds West, tangent to the last described curve, a distance of 1.90 feet; thence southwesterly a distance of 366.23 feet along a tangential curve, concave to the northwest, having a radius of 1237.57 feet and a central angle of 16 degrees 57 minutes 19 seconds; thence South 40 degrees 11 minutes 24 seconds West, tangent to the last described curve, a distance of 18.09 feet; thence southwesterly a distance of 437.39 feet along a tangential curve, concave to the northwest, having a radius of 556.47 feet and a central angle of 45 degrees 02 minutes 07 seconds; thence southwesterly a distance of 328.74 feet along a tangential curve, concave to the southeast, having a radius of 603.80 feet and a central angle of 31 degrees 11 minutes 40 seconds to a point on the west line of said Northeast Quarter distant 758.36 feet south of the northwest corner of said Northeast Quarter and said line there terminating.

That part of the Northwest Quarter of Section 32, Township 29, Range 22, Ramsey County, Minnesota, lying easterly of the following described Line 1 and westerly of the following described Line 2:

Line 1

Commencing at the northeast corner of said Northwest Quarter; thence South 0 degrees 27 minutes 30 seconds East along the east line of said Northwest Quarter a distance of 732.78 feet to the beginning of the line to be described; thence southwesterly a distance of 102.44 feet along a non-tangential curve, concave to the southeast, having a radius of 624.80 feet, a central angle of 9 degrees 23 minutes 37 seconds and a chord bearing of South 50 degrees 41 minutes 48 seconds West; thence South 45 degrees 59 minutes 59 seconds West, tangent to the last described curve, a distance of 7.12 feet; thence southwesterly a distance of 276.06 feet along a tangential curve, concave to the southeast, having a radius of 976.37 feet and a central angle of 16 degrees 12 minutes 00 seconds; thence southerly a distance of 333.72 feet along a tangential curve, concave to the east, having a radius of 737.78 feet and a central angle of 25 degrees 55 minutes 00 seconds; thence South 3 degrees 52 minutes 59 seconds West, tangent to the last described curve, a distance of 4.94 feet; thence South 89 degrees 18 minutes 32 seconds West a distance of 79.38 feet; thence South 0 degrees 39 minutes 11 seconds East a

Description for Sheet 7 of 8 Sheets (cont.)

distance of 319.82 feet; thence North 89 degrees 40 minutes 54 seconds East a distance of 53.98 feet; thence South 3 degrees 52 minutes 59 seconds West a distance of 103.28 feet; thence southerly a distance of 295.01 feet along a tangential curve, concave to the east, having a radius of 1467.69 feet and a central angle of 11 degrees 31 minutes 00 seconds; thence South 7 degrees 38 minutes 01 seconds East, tangent to the last described curve a distance of 477.61 feet; thence South 0 degrees 34 minutes 04 seconds East a distance of 94.63 feet to a point on the south line of said Northwest Quarter distant 319.38 feet west of the southeast corner of said Northwest Quarter and said line there terminating.

Line 2

Commencing at the northeast corner of said Northwest Quarter; thence South 0 degrees 27 minutes 30 seconds East along the east line of said Northwest Quarter a distance of 819.97 feet to the beginning of the line to be described; thence southwesterly a distance of 41.95 feet along a non-tangential curve, concave to the southeast, having a radius of 554.80, a central angle of 4 degrees 19 minutes 56 seconds and a chord bearing of South 48 degrees 09 minutes 57 seconds West; thence South 45 degrees 59 minutes 59 seconds West, tangent to the last described curve a distance of 7.12 feet; thence southwesterly a distance of 256.27 feet along a tangential curve, concave to the southeast having a radius of 906.37 feet and a central angle of 16 degrees 12 minutes 00 seconds; thence southerly a distance of 301.39 feet along a tangential curve, concave to the east, having a radius of 667.78 and a central angle of 25 degrees 51 minutes 35 seconds; thence North 89 degrees 18 minutes 32 seconds East, not tangent to the last described curve, a distance of 15.05 feet; thence South 3 degrees 52 minutes 59 seconds West a distance of 282.84 feet; thence North 39 degrees 13 minutes 50 seconds East a distance of 15.00 feet; thence South 2 degrees 46 minutes 17 seconds West a distance of 262.36 feet; thence South 5 degrees 26 minutes 17 seconds East a distance of 316.00 feet; thence South 55 degrees 37 minutes 05 seconds West a distance of 26.80 feet; thence South 7 degrees 38 minutes 01 seconds East a distance of 315.08 feet; thence North 55 degrees 37 minutes 05 seconds East a distance of 40.00 feet; thence South 18 degrees 36 minutes 33 seconds East a distance of 140.78 feet to a point on the south line of said Northwest Quarter distant 174.12 feet west of the southeast corner of said Northwest Quarter and said line there terminating.

Description for
Sheet 8 of 8 Sheets
PLAT OF SURVEY
Burlington Northern Railroad Right of Way

That part of the Southwest Quarter and the Southeast Quarter of Section 32, Township 29, Range 22, Ramsey County, Minnesota, described as follows:

Commencing at the northeast corner of said Southwest Quarter; thence South 89 degrees 25 minutes 56 seconds West along the north line of said Southwest Quarter a distance of 173.59 feet to the beginning of the land to be described; thence South 19 degrees 44 minutes 04 seconds East a distance of 369.97 feet; thence South 18 degrees 09 minutes 04 seconds East a distance of 169.32 feet to the east line of said Southwest Quarter; thence South 0 degrees 27 minutes 30 seconds East along the east line of said Southwest Quarter a distance of 448.63 feet; thence North 77 degrees 38 minutes 30 seconds East a distance of 64.00 feet; thence South 34 degrees 50 minutes 30 seconds East a distance of 218.97 feet; thence South 55 degrees 09 minutes 30 seconds West a distance of 225.72 feet to the east line of said Southwest Quarter; thence South 0 degrees 27 minutes 30 seconds East along the east line of said Southwest Quarter a distance of 0.20 feet; thence South 55 degrees 34 minutes 30 seconds West a distance of 59.15 feet; thence South 16 degrees 31 minutes 49 seconds East a distance of 69.36 feet; thence South 55 degrees 34 minutes 30 seconds West a distance of 119.33 feet; thence North 7 degrees 38 minutes 01 seconds West a distance of 73.94 feet; thence South 55 degrees 34 minutes 30 seconds West a distance of 49.09 feet; thence North 34 degrees 25 minutes 30 seconds West a distance of 20.23 feet; thence northerly a distance of 66.31 feet along a non-tangential curve, concave to the west, having a radius of 843.40 feet, a central angle of 4 degrees 30 minutes 16 seconds and a chord bearing of North 13 degrees 44 minutes 24 seconds West; thence North 15 degrees 59 minutes 32 seconds West, tangent to the last described curve, a distance of 369.10 feet; thence northwesterly a distance of 368.05 feet along a tangential curve, concave to the southwest, having a radius of 2895.00 feet and a central angle of 7 degrees 17 minutes 03 seconds; thence North 89 degrees 25 minutes 56 seconds East, not tangent to the last described curve, a distance of 136.72 feet; thence North 0 degrees 34 minutes 04 seconds West a distance of 280.00 feet; thence North 27 degrees 07 minutes 58 seconds West a distance of 67.08 feet; thence North 0 degrees 34 minutes 04 seconds West a distance of 250.00 feet to the north line of said Southwest Quarter; thence North 89 degrees 25 minutes 56 seconds East along the north line of said Southwest Quarter a distance of 145.79 feet to the point of beginning.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

5

REGIONAL RAILROAD AUTHORITY

Originating Department

K. Despres 8/17/92
 Authorized Signature Date

Board Action Requested

Ratify Partial Payment No. 9 to BRW, Inc.
 in the amount of \$119,722.35 for the Midway
 Corridor Phase II Preliminary Engineering.

ACTION IS REQUESTED

Request Justification

Ramsey County Regional Railroad Authority has contracted the professional services of BRW, Inc. for the purposes of conducting Midway Corridor Phase II Preliminary Engineering studies. Contract RCRRA/HCRRA 91-001 governs the performance of services and terms of payment. Payment in the total amount of \$119,722.35 for the period ending May 31, 1992, has been issued in accordance with contract provisions and Rail Authority Resolution No. R91- . Payment documentation is being submitted for ratification in compliance with the latter.

- Attachments are: 1) Proposed resolution
 2) Accounts Payable form and Partial Payment No. 9
 3) BRW, Inc. Invoice No. 65767

Budgeting and Accounting *Ed Glatfelter*

County Attorney *Donna Miller*

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

August 25, 1992

Board Date

J. L. Glendon
 Signature

8/12/92
 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 Midway Corridor Phase II Preliminary Engineering studies; and

WHEREAS, Ramsey County Regional Railroad Authority Agreement Number RCRRA/HCRRA 91-001, 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 May 31, 1992; and

WHEREAS, To ensure timely payment for services rendered in accordance with Agreement No. RCRRA/HCRRA 91-001, the Ramsey County Regional Railroad Authority authorized (Resolution R91-) 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 R91- 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. 65767, Partial Payment No. 9, and attachments thereto, provide the correct documentation of payments due BRW, Inc. through May 31, 1992; Now, Therefore, Be It

RESOLVED, Payment to BRW, Inc. in the amount of \$119,722.35 for Ramsey County Regional Railroad Authority's share of services rendered through May 31, 1992, is hereby ratified.

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary

ACCOUNTS PAYABLE

COMPUTER INPUT
PLEASE TYPE OR
PRINT PLAINLY

1 CHARGE TO: Department Regional Rail Authority Date: 7/30/92

2 APPROPRIATION ITEM: Consulting Services Warrant No. _____
(ASSIGNED BY B&A ONLY)

(ASSIGNED BY B&A ONLY)

For Accounting Use Only			
	Claim No.		Date Paid
CA	PA270	1	
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"

1-2 3-7 8 9-14

3 CODE				
RFC	Fund	Dept	Object	Amount
	591	59105	020102	\$119,722.35
				\$
				\$
				\$
				\$
15-17	18-20	21-25	26-31	32-41 \$119,722.35

\$119,722.35³²⁻⁴¹
TOTAL

[4]	PAY TO:	2	*02207		<u>TOTAL</u>
		8	First Name & Initial BRW Inc.	(NO PUNCTUATION) 9-22	
			Last Name or Company Name	23-52	

Last Name or Company Name 23-52

(Name - Continued)

3
8 Address 9-32 Soc Sec No _____
 City State 33-54 Zip Code 55-59 or
 Fed Tax ID _____ 60-71

Soc Sec No _____
or
Fed Tax ID _____

5 ON CHECK STUB PUT: Partial Pymt #9; Inv. 65767; Midway Corridor Phase II PE

5 Agreement PA270; Acct. 59105-020102; 5/31/92
8 9-60

For Risk Management Use Only

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

7 List in this space and 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 K. Kaspulgele

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 Statute 15.165, but we will not be able to process this claim without it.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

PARTIAL PAYMENT NO. 9

PREPARED BY: _____

PROJECT: MIDWAY CORRIDOR PHASE II PRELIMINARY ENGINEERING
CONTRACT AGREEMENT NUMBER RCRRA/HCRRRA 91-001

ENTERED BY: _____

PROJECT COST CENTER: 59105

AGREEMENT NO: PA270

DATE: JUL 22 92

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 59108-020102
TOTAL VALUE OF WORK CERTIFIED - 31 MAY 92
LESS 5% RETAINAGE
AMOUNT DUE
LESS PREVIOUSLY APPROVED PAYMENTS:

PERCENT COMPLETED 35.8%
\$1,052,964.35
\$50,623.05
\$1,002,341.30
\$867,416.12
\$134,925.18

ALLOWABLE PAYMENT FOR THIS PARTIAL:

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.

7/30/92 *Lathyn M. Spiegel*
DATE DIRECTOR, RC REGIONAL RAILROAD PLANNING
7/30/92 *David S. Wolf*
DATE CONSULTANT

PREVIOUS PARTIALS:	RCRRA SHARE	HCRRRA SHARE	TOTAL
PARTIAL PAYMENT NO. 1	\$6,574.77	\$837.38	\$7,412.15
PARTIAL PAYMENT NO. 2	\$79,502.55	\$9,652.13	\$89,154.68
PARTIAL PAYMENT NO. 3	\$55,446.25	\$7,034.53	\$62,480.78
PARTIAL PAYMENT NO. 4	\$104,832.96	\$12,889.89	\$117,722.85
PARTIAL PAYMENT NO. 5	\$157,659.91	\$19,533.38	\$177,193.29
PARTIAL PAYMENT NO. 6	\$116,868.07	\$14,573.17	\$131,441.24
PARTIAL PAYMENT NO. 7	\$119,916.64	\$15,519.39	\$135,436.03
PARTIAL PAYMENT NO. 8	\$131,336.17	\$15,238.93	\$146,575.10
PARTIAL PAYMENT NO. 9	\$119,722.35	\$15,202.83	\$134,925.18
PARTIAL PAYMENT NO. 10	\$0.00	\$0.00	\$0.00
PARTIAL PAYMENT TOTAL:	\$891,859.67	\$110,481.63	\$1,002,341.30

SUMMARY OF AGREEMENT

ORIGINAL AGREEMENT AMOUNT: \$2,940,000.00
LESS TOTAL PARTIAL PAYMENTS (INCLUDING THIS PAYMENT) \$1,002,341.30
AMOUNT REMAINING ON AGREEMENT \$1,937,658.70



BRW INC.

Planning
Transportation
Engineering
Urban Design

Thresher Square
700 Third Street So.
Minneapolis,
MN 55415
612/370-0700
Fax 612/370-1378

Minneapolis
Denver
Phoenix
Tucson
San Diego
Seattle
Orlando

INVOICE
65767

Ms. Kathryn DeSpiegelaere
Ramsey County RRA
316 Courthouse
15 West Kellogg Boulevard
St. Paul, MN 55102

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

DATE: May 31, 1992
JOB NO:1362

INVOICE PERIOD: ^{May} April 1992
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 II Preliminary Engineering for light rail transit in the Midway Corridor, in accord with Agreement No. RCRRA/HCRRRA 91-001.

ITEM	BILLED THIS INVOICE	PREVIOUSLY BILLED	TOTAL BILLING TO DATE
RCRRA	\$ 126,023.53	\$ 810,648. ^{41.35} 10	\$ 936,671. ^{67.88} 63
LESS RETAINAGE	<u>6,301.¹⁸20</u>	<u>38,507.²³24</u>	<u>44,808.²¹44</u>
DUE THIS BILLING	\$ 119,722.3 ¹⁵	\$ 772,140. ^{37.32} 86	\$ 891,863. ^{54.67} 19
HCRRRA	\$ 16,002.98	\$ 100,293.49	\$ 116,296.47
LESS RETAINAGE	<u>800.1⁷⁵5</u>	<u>5,004.^{14.69}54</u>	<u>5,804.^{14.84}67</u>
DUE THIS BILLING	\$ 15,202.8 ⁷³	\$ 95,288. ^{78.80} 95	\$ 110,491. ^{81.63} 80

- Retainage to date is figured by subtracting ZGF retainage.

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

BRW, INC.


Richard P. Wolsfeld
Principal

ATTACHMENT NUMBER 1 TO AGREEMENT RCRRA/HCRRRA 91001
COST DETERMINATION BY WORK TASK FOR RCRRA AND HCRRRA
INVOICE PERIOD : MAY 1992
FILENAME: 89003_1

JOB NUMBER	LABOR	DIRECT EXPENSE	SUBCONSULTANT RETAINAGE	TOTAL	LESS RETAINAGE	TOTAL SALES	%	RCRRA	%	HCRRRA
1362-A-01		3.75		3.75	0.19	3.56	90%	3.20	10%	0.36
1362-A-05				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-A-39				0.00	0.00	0.00	100%	0.00	0%	0.00
1362-A-40				0.00	0.00	0.00	89%	0.00	11%	0.00
1362-A-41	4,822.00			4,822.00	231.10	4,590.90	89%	3,907.90	11%	483.00
1362-A-42	13,206.50	4,153.49	218.60	17,578.59	878.93	16,699.66	89%	14,862.70	11%	1,836.96
1362-A-43	290.00	13,501.66	709.91	14,501.57	725.08	13,776.49	89%	12,261.08	11%	1,515.41
1362-A-44		1,063.41	55.97	1,119.38	55.97	1,063.41	89%	946.43	11%	116.98
1362-A-45	11,662.50	2,170.62	114.08	13,947.20	697.36	13,249.84	89%	11,792.36	11%	1,457.48
1362-A-46	150.00			150.00	7.50	142.51	89%	126.83	11%	15.68
1362-A-47	290.00			290.00	14.50	275.51	89%	245.19	11%	30.32
1362-A-48	9,452.50	14.50		9,467.00	473.35	8,993.65	89%	8,004.35	11%	989.30
1362-A-49				0.00	0.00	0.00	89%	0.00	11%	0.00
1362-A-70		8.64		8.64	0.43	8.21	85%	6.98	15%	1.23
1362-A-81				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-A-84				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-A-85				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-A-86				0.00	0.00	0.00	90%	0.00	10%	0.00
				0.00	0.00	0.00	100%	0.00	0%	0.00
1362-B-01	570.50	541.50	28.50	1,140.50	57.03	1,083.46	90%	975.18	10%	108.35
1362-B-05	1,062.00	761.09	39.66	1,862.75	94.14	1,768.61	90%	1,609.75	10%	178.86
1362-B-06				0.00	0.00	0.00	100%	0.00	0%	0.00
1362-B-10	6,520.75	12,486.77	639.02	19,646.54	982.33	18,664.21	85%	15,864.56	15%	2,799.63
1362-B-20	920.00	166.06	8.74	1,094.80	54.74	1,040.06	85%	884.05	15%	156.01
1362-B-21		16.80		16.80	0.84	15.96	85%	13.57	15%	2.39
1362-B-30		229.18	12.06	241.24	12.06	229.18	90%	206.26	10%	22.92
1362-B-47	5,177.50	236.90	11.90	5,426.30	271.32	5,154.98	89%	4,567.93	11%	567.05
1362-B-50				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-51				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-52				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-53	360.00	8,196.11	431.38	8,987.49	449.37	8,538.12	90%	7,684.31	10%	853.81
1362-B-54		4,437.69	233.56	4,671.25	233.56	4,437.69	90%	3,993.92	10%	443.77
1362-B-55		9,444.19	497.06	9,941.25	497.06	9,444.19	90%	8,499.77	10%	944.42
1362-B-60				0.00	0.00	0.00	80%	0.00	20%	0.00
1362-B-70		1,728.47	90.97	1,819.44	90.97	1,728.47	85%	1,469.20	15%	259.27
1362-B-80				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-81				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-83				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-84				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-85				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-86				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-87				0.00	0.00	0.00	100%	0.00	0%	0.00
1362-C-01				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-05	187.50			187.50	9.38	178.12	90%	160.31	10%	17.81
1362-C-50	3,690.00			3,690.00	184.50	3,505.50	90%	3,154.95	10%	350.55
1362-C-51	11,737.50			11,737.50	588.88	11,150.62	90%	10,035.56	10%	1,115.06
1362-C-52				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-53	1,260.00			1,260.00	63.00	1,197.00	90%	1,077.30	10%	119.70
1362-C-54				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-55	8,055.00			8,055.00	402.75	7,652.25	90%	6,887.03	10%	765.23
1362-C-56	540.00			540.00	27.00	513.00	90%	461.70	10%	51.30
1362-C-57				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-70				0.00	0.00	0.00	85%	0.00	15%	0.00
1362-C-81				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-82				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-84				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-85				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-86				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-90				0.00	0.00	0.00	80%	0.00	20%	0.00
TOTAL	79,774.25	59,160.83	3,091.41	142,026.49	7,101.34	134,925.17		119,722.33		15,202.85
TOTAL EXPENSE		62,252.24								

ATTACHMENT NUMBER 1 TO AGREEMENT RCRRA/HCRRRA 91-001
 COST DETERMINATION BY WORK TASK FOR RCRRA AND HCRRRA
 INVOICE PERIOD : MAY 1992
 FILENAME: 89003_1

WORK TASK				RCRRA		HCRRRA	
	LABOR *	DIRECT EXPENSES **	TOTAL	%	ALLOCATION AMOUNT	%	ALLOCATION AMOUNT
1.0 PROJECT MANAGEMENT	\$6,520.75	\$13,125.79	\$19,646.54	85%	\$16,699.56	15%	\$2,946.98
2.0 OPERATIONS PLAN	\$920.00	\$191.60	\$1,111.60	85%	\$944.86	15%	\$166.74
3.0 SYSTEMS ENGINEERING DESIGN	\$0.00	\$241.24	\$241.24	90%	\$217.12	10%	\$24.12
4.0 CIVIL ENGINEERING DESIGN	\$44,851.00	\$22,251.04	\$67,102.04	89%	\$59,720.82	11%	\$7,381.22
ADD'L SERVICES (RCRRA CONTINGENCY)	\$0.00	\$0.00	\$0.00	100%	\$0.00	0%	\$0.00
5.0 FACILITY DESIGN	\$25,642.50	\$23,239.99	\$48,882.49	90%	\$43,994.24	10%	\$4,888.25
6.0 VALUE ENGINEERING	\$0.00	\$0.00	\$0.00	80%	\$0.00	20%	\$0.00
7.0 SYSTEM COST ESTIMATES	\$0.00	\$1,828.08	\$1,828.08	85%	\$1,553.87	15%	\$274.21
8.0 ENVIRONMENTAL IMPACT MITIGN	\$0.00	\$0.00	\$0.00	90%	\$0.00	10%	\$0.00
ADD'L SERVICES (RCRRA CONTINGENCY)	\$0.00	\$0.00	\$0.00	100%	\$0.00	0%	\$0.00
9.0 IMPLEMENTATION METHOD	\$0.00	\$0.00	\$0.00	80%	\$0.00	20%	\$0.00
10.0 AGENCY COORDINATION	\$570.50	\$573.75	\$1,144.25	90%	\$1,029.83	10%	\$114.43
11.0 COMMUNITY PARTICIPATION	\$1,269.50	\$800.75	\$2,070.25	90%	\$1,863.23	10%	\$207.03
ADD'L SERVICES (RCRRA CONTINGENCY)	\$0.00	\$0.00	\$0.00	100%	\$0.00	0%	\$0.00
TOTAL	\$79,774.25	\$62,252.24	\$142,026.49		\$126,023.53		\$16,002.98

BRW, INC.

MAY 31, 1992
INVOICE NO. DRAFT
PROJECT NO. 1342B.01

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
ASSOCIATE			
NAU, RICHARD	7.0	80.00	560.00
STAFF LEVEL II			
HAMRICK, CLAUDIA	0.1	35.00	3.50
ROBERTS, SUSAN	0.2	35.00	7.00
SUBTOTALS	0.3		10.50
TOTALS	7.3		570.50
		TOTAL LABOR	570.50

		TOTAL THIS PROJECT	\$ 570.50
			=====

MIDWAY PE SURVEYS/MAPPING

PROJECT NO. 1342A.41

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	30.5	145.00	4,422.50

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1362B.01

STAFF LEVEL II			
JOHNSRUD, LARRY	5.7	35.00	199.50
TOTALS	36.2		4,622.00
		TOTAL LABOR	4,622.00
			=====
		TOTAL THIS PROJECT	\$ 4,622.00
			=====

MIDWAY PE GUIDEWAY+TRACK

PROJECT NO. 1362A.42

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
ASSOCIATE			
DAHL, KEITH	13.5	80.00	1,080.00
STAFF LEVEL IV			
COWDEN, LAREN	35.5	45.00	1,597.50
STAFF LEVEL III			
HENDERSON, JANE	0.3	37.50	11.25
LARSEN, CHRISTIAN	9.7	37.50	363.75
NGUYEN, CUC	24.0	37.50	900.00
SUBTOTALS	34.0		1,275.00
STAFF LEVEL II			
BUCKLEY, SUSAN	0.3	35.00	10.50
JOHNSRUD, LARRY	149.1	35.00	5,218.50
RAUCH, ILO	9.0	35.00	315.00
YOTTER, BARBARA JO	7.0	35.00	245.00
SUBTOTALS	165.4		5,789.00
STAFF LEVEL V			
HANFORD, DONALD	1.0	55.00	55.00
SANDERS, TOM	62.0	55.00	3,410.00
SUBTOTALS	63.0		3,465.00
TOTALS	311.4		13,206.50

TOTAL LABOR 13,206.50

TOTAL THIS PROJECT \$ 13,206.50

BRW, INC.

INVOICE NO DRAFT
PROJECT NO 1362B.01

MIDWAY PE UTILITIES

PROJECT NO. 1362A.43

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	2.0	145.00	290.00
		TOTAL LABOR	290.00
		TOTAL THIS PROJECT	\$ 290.00

MIDWAY PE GUIDEWAY STRUC

PROJECT NO. 1362A.45

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	31.0	145.00	4,495.00
SR. CONSULTANT			
MAVES, MARK	29.0	67.50	1,957.50
CONSULTANT II			
KLEIN, JAMES	18.0	57.50	1,035.00
STAFF LEVEL III			
SHARBONO, JOSEPH	16.0	37.50	600.00
STAFF LEVEL V			
VINCENT, DAVID	65.0	55.00	3,575.00
TOTALS	159.0		11,662.50
		TOTAL LABOR	11,662.50
		TOTAL THIS PROJECT	\$ 11,662.50

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1362B.01

MIDWAY PERIGHT-OF-WAY

PROJECT NO. 1362A.46

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
STAFF LEVEL III			
NGUYEN, CUC	4.0	37.50	150.00
		TOTAL LABOR	150.00
		TOTAL THIS PROJECT	\$ 150.00

MIDWAY PE STREET/SIGNAL

PROJECT NO. 1362A.47

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	2.0	145.00	290.00
		TOTAL LABOR	290.00
		TOTAL THIS PROJECT	\$ 290.00

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1362B.01

MIDWAY PE MNDOT/FHNA MTG

PROJECT NO. 1362A.48

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
STAFF LEVEL III NGUYEN, CUC	46.0	37.50	1,725.00
STAFF LEVEL II RAUCH, ILO	104.5	35.00	3,657.50
STAFF LEVEL V SANDERS, TOM	74.0	55.00	4,070.00
TOTALS	224.5		9,452.50

TOTAL LABOR 9,452.50

TOTAL THIS PROJECT \$ 9,452.50

MIDWAY PE COMMTTY PARTIC

PROJECT NO. 1362B.05

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS ,	RATE	AMOUNT
PRINCIPAL WOLSFELD, RICHARD	2.5	145.00	362.50
CONSULTANT I HINIKER, CHRISTIAN	15.0	47.50	712.50
STAFF LEVEL II HAWKINSON, TOM	0.2	35.00	7.00
TOTALS	17.7		1,082.00

TOTAL LABOR 1,082.00

TOTAL THIS PROJECT \$ 1,082.00

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1362B.01

MIDWAY PE PROJECT MGMT

PROJECT NO. 1362B.10

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
WOLSFELD, RICHARD	23.5	145.00	3,407.50
CONSULTANT I			
BROWN, LAURA	1.0	47.50	47.50
HINIKER, CHRISTIAN	29.0	47.50	1,377.50
LAYER, JULIE	6.1	47.50	289.75
THATCHER, JENNIE	18.3	47.50	869.25
STAFF LEVEL III			
BEYER, GINA	5.9	37.50	221.25
STAFF LEVEL II			
HAWKINSON, TOM	1.4	35.00	49.00
MIX, JULIE	7.0	35.00	245.00
ROBERTS, SUSAN	0.4	35.00	14.00
TOTALS	92.6		6,520.75

TOTAL LABOR 6,520.75

TOTAL THIS PROJECT \$ 6,520.75

MIDWAY PE APERATIONS PLN

PROJECT NO. 1362B.20

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
ASSOCIATE			
MOORE, DOUGLAS	11.5	80.00	920.00
TOTAL LABOR			920.00

BRW, INC.

INVOICE NO DRAFT
PROJECT NO. 1362B.01

TOTAL THIS PROJECT \$ 920.00
=====

MIDWAY PE STREET/SIGNAL

PROJECT NO. 1362B.47

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
CONSULTANT II			
RUSCO, BRENT	16.5	57.50	948.75
SMITH, WILLIAM	62.0	57.50	3,565.00
SUBTOTALS	78.5		4,513.75
CONSULTANT I			
GREEN, ROBERT	3.0	47.50	142.50
STAFF LEVEL III			
HENDERSON, JANE	1.1	37.50	41.25
STAFF LEVEL II			
HAMRICK, CLAUDIA	6.0	35.00	210.00
SR. ASSOCIATE			
PRESTON, HOWARD	3.0	90.00	270.00
TOTALS	91.6		5,177.50

TOTAL LABOR 5,177.50

TOTAL THIS PROJECT \$ 5,177.50
=====

MIDWAY PE STATN STRUCTRS

PROJECT NO. 1362B.53

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1362B.01

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. ASSOCIATE SMOLUCHOWSKI, PETER	4.0	90.00	360.00
TOTAL LABOR			360.00
TOTAL THIS PROJECT		\$	360.00

MIDWAY PE COMMTY PARTIC

PROJECT NO. 1362C.05

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
STAFF LEVEL III WICKLUND, DAVID	5.0	37.50	187.50
TOTAL LABOR			187.50
TOTAL THIS PROJECT		\$	187.50

MIDWAY PE STATION AREAS

PROJECT NO. 1362C.50

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. CONSULTANT MALLOY, STEPHEN	53.0	67.50	3,577.50
STAFF LEVEL III WICKLUND, DAVID	3.0	37.50	112.50
TOTALS	56.0		3,690.00
TOTAL LABOR			3,690.00

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1362B.01

TOTAL THIS PROJECT \$ 3,690.00
=====

MIDWAY PE STATN SITE D D

PROJECT NO. 1362C.51

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. CONSULTANT MALLOY, STEPHEN	24.0	67.50	1,620.00
STAFF LEVEL IV RAMBERG, JEFF	133.0	45.00	5,985.00
STAFF LEVEL III WICKLUND, DAVID	19.0	37.50	712.50
SR. ASSOCIATE PAKALNS, ARIJS	38.0	90.00	3,420.00
TOTALS	214.0		11,737.50

TOTAL LABOR 11,737.50

TOTAL THIS PROJECT \$ 11,737.50
=====

MIDWAY PE STATN STRUCTRS

PROJECT NO. 1362C.53

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. ASSOCIATE PAKALNS, ARIJS	14.0	90.00	1,260.00
TOTAL LABOR			1,260.00

TOTAL THIS PROJECT \$ 1,260.00
=====

BRW, INC.

INVOICE NO DRAFT
PROJECT NO. 1342B.01

MIDWAY PE DWNTN STP MALL

PROJECT NO. 1342C.55

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. CONSULTANT			
MALLOY, STEPHEN	8.0	47.50	540.00
STAFF LEVEL III			
WICKLUND, DAVID	78.0	37.50	2,925.00
SR. ASSOCIATE			
PAKALNS, ARIJS	51.0	90.00	4,590.00
TOTALS	137.0		8,055.00
		TOTAL LABOR	8,055.00
		TOTAL THIS PROJECT	\$ 8,055.00

MIDWAY PE GDWY ENHANCMT

PROJECT NO. 1342C.56

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. ASSOCIATE			
PAKALNS, ARIJS	6.0	90.00	540.00
		TOTAL LABOR	540.00
		TOTAL THIS PROJECT	\$ 540.00

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1342B.01

INVOICE SUMMARY

TOTAL LABOR	79,774.25
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TOTAL THIS INVOICE	<u>79,774.25</u>
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ATTACHMENT B - DIRECT COST AND SUBCONTRACTORS

AGREEMENT NO RCRRA/HCRRRA-91001

VOICE PERIOD : MAY 1992

FILENAME: MIDWAYII_B

OTHER DIRECT NON-SALARY COSTS

BRW GRAPHIC REPRODUCTION	\$139.83
TRAVEL/AUTO/MILEAGE	98.63
OUTSIDE REPRODUCTION/PHOTO	185.52

TOTAL	\$423.98
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SUBCONTRACTORS

BECHTEL CORPORATION	\$6,191.53
BRW ARCHITECTS, INC.	\$37,383.55
LTK	\$654.04
TKDA	\$17,599.14

TOTAL	\$61,828.26
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|                |             |
|----------------|-------------|
| TOTAL EXPENSES | \$62,252.24 |
|----------------|-------------|

*file*

Kathy Despiegelaere  
Ramsey County Regional  
Railroad Authority  
Documentation

T. Finley, Chairman

W. McCarty, Vice Chairman

W. Schaber, Secretary

unt, Treasurer

District 5

Diane Ahrens

District 4

Hal Norgard

District 7

Donald Salverda

District 2

## Ramsey County Regional Railroad Authority

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

### REVISED

### AGENDA

#### RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY, SEPTEMBER 8, 1992

\* 8:30 A.M. - LARGE CONFERENCE ROOM - 316

\*PLEASE NOTE CHANGE IN TIME.

#### CHAIRMAN'S COMMENTS

1. \* MINUTES - of the Ramsey County Regional Railroad Authority Board Meeting of July 28, 1992.
2. Central Corridor Update - Discussion only.
3. \*
  - a) Approve contract with Minnesota Department of Transportation, Hennepin County RRA, Ramsey County RRA, and BRW, Inc. for the Central Corridor Alternatives Analysis/Draft Environmental Impact Statement in an amount not to exceed \$1,000,000; and
  - b) Authorize the Chairman of the Ramsey County Regional Railroad Authority to execute the Agreement on its behalf.

\* Action is Requested.



## MINUTES

### RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Tuesday, July 28, 1992

The regular meeting of the Ramsey County Regional Railroad Authority Board Meeting was held on Tuesday, July 28, 1992 in the Large Conference Room of 316 Court House. Chairman Finley called the meeting to order at 10:50 A.M.

#### MEMBERS PRESENT:

Chairman John Finley  
Commissioner Ruby Hunt  
Commissioner Hal Norgard  
Commissioner Duane McCarty  
Commissioner Warren Schaber (entered during Item 2)

#### MEMBERS ABSENT

Commissioner Diane Ahrena  
Commissioner Donald Salverda

#### Also Present:

David MacMillan represented the County Attorney's Office, Kathryn DeSpiegelaere, Frances Glendenning, Karen Tero, Terry Lindeke, James Van Houdt, Ben Sebesta, Ed Glaubitz, Richard Wolsfeld, Jill Goski, Gary Simpson, Mary Lou Grahek, Toni Baker

1. Minutes - of the Ramsey County Regional Railroad Authority Board Meeting of June, 9, 1992.

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

The Ramsey County Regional Railroad Authority approves the minutes of the regular Regional Railroad Authority Board Meeting held on June 9, 1992, as written.

Roll Call: Ayes - 4, Nays - 0  
Motion carried.

2. Midway Corridor Preliminary Engineering - Information Only.

Miss DeSpiegelaere informed the Board that this is for information only, it is not an action item. Dick Wolsfeld is here today and has prepared a brief presentation for the Board.

Dick Wolsfeld addressed the Board, and discussed the items relative to the Midway Corridor, preliminary engineering. One is status report on downtown St. Paul, and where we are with that design. Secondly, in August we start a series of meetings with neighborhood groups and people interested in five of the Light Rail stations in the corridor, and then we are very close to completing one of two interim capital cost estimates - he would like to give you a brief update on this.

Mr. Wolsfeld continued, the work that they are doing in downtown St. Paul is now a further refinement of the previous Preliminary Design work that we have done, we are now down to basics. He started at the Union Depot Station, the purpose was to show the access, they are now retaining full traffic on Wacouta, as previously we had talked about the need for doing that. We are down to access and turn changes as to where we might want to modify the access to eliminate entrances on Fourth Street and move those over to Sibley. In addition, they are also beginning to refine the landscape and urban design elements, and this is meant to show three things, the track treatment so there is a special pavement for that, and secondly, there is a sidewalk that is going to be modified as part of the project, one is along the line but outside of the station area, and then in a station area, and then third, then they are showing you the general indication of detail, then they are getting down in terms of the station design to a level of detail where we are identifying plant material, the different pavement treatments, and the different levels of intensity of design that would be implemented.

Chairman Finley asked about the Union Station where would it come up, would it be on Fourth Street, or would it come up to the knoll that appears there. Mr. Wolsfeld pointed out that the tracks remain on Fourth Street, and this is the center platform station. This would show the covered portion of the station, and there is the rest of the platform with the disabled access to get up on the platform. This platform is about 300 feet long, and then there are places for people to come down that ramp into the sidewalk. We are still talking about high platforms, this is about 40 inches above the ground, and the platform is outlined on his sketch. The only change that they are making to the circular drive is rather than having access from Fourth Street back to Fourth Street, they are suggesting that two way access be provided off of Sibley, and that be a loop street to come back. Otherwise, they would have to introduce vehicles. The grades are such that they cannot get from there back to Wacouta. They have to bring them back on Fourth Street and then vehicles would be between the pedestrians and the sidewalk. It maybe that you have to reinstitute, there used to be an underground vehicular access when you went to the train, where you could pull under, drop off baggage, and pull out. So, maybe when we get to these kinds of detail, these issues are being raised.

The Lowertown Redevelopment people have raised the issue about the access to the Union Depot.

Commissioner Hunt would like to know if there would be any automobile traffic on Fourth Street. Mr. Wolsfeld said that is a major issue, he pointed out that if the access to an alley would be maintained, auto traffic could drive over there, the parking ramp behind Metro Council Building, the blue is the driving lane along there so that you could get into and out of that parking ramp, so there is a lane of traffic to allow the circulation through there. There is no lane going the other way although we are going to have to provide access through that alley out to get back to Sibley, but because of the station configuration you would not be able to have continuous traffic flow in the block to the east and to the west.

Commissioner Hunt asked since Hennepin County has not completed their downtown redesign at surface level, what if they can't do the elevated platform in downtown Minneapolis at street level. Are we still firmly in support of the high platforms, and how will that work indowntown Minneapolis?

Mr. Wolsfeld said there are a number of options. You can have access for the disabled and needs other than continuous platforms from the end. You could have short high platform, mini high platforms, so you could mix and match things to provide that access. The other is that he is sure you have heard of the low floor vehicle, and at this point this region has made the decision, he believes that this body has made the decision not to go to the low floor vehicle, to go to the high level boarding.

Commissioner Hunt wondered if we did not have high platforms on Fourth Street, would that mean that traffic could go through. Mr. Wolsfeld replied that the decision on traffic through is not related to high platforms, what it is related to is the type of platform. The primary reason that we suggested a center platform is that if a line is ever extended up to the Northeast Corridor to White Bear, or in the South Corridor, and someone was coming from the South and wanted to transfer to a Northeast line, they would come in from the South, get off at the station, they could then walk across the platform and transfer to go in the other direction. If there were side platforms, they would have to get off the platform, walk down on the street along the sidewalk. go across the intersection, go across the intersection, and come back the other side. It is really for future cross platform transferring that we are suggesting that the center platform station type is the most appropriate.

Mr. Wolsfeld added when you get further to the west there is another area that is very, very difficult to accomplish to allow one continuous lane on Fourth Street. So, it is not only this area, but it is also in another block further to the West. The City of St. Paul Staff has raised the concern about not having continuous, at least one continuous lane of traffic on Fourth Street. The primary reason behind that appears to be to make sure that there is some activity and life occurring on the street so it does not have an image that it is dead.

Commissioner Schaber commented that going to this level of detail, when we don't know whether we are going to build or not, is this going to be a reality. At this time we do not know if there is going to be any money to build this thing. At what point do we sit back, get the money and get serious.

Mr. Wolsfeld thinks that one of the issues that has been raised in the past has always been, how much does it cost, and where is it going to go. The cost numbers have varied considerably depending upon the level of detail. He does not think that anyone would suggest that you go beyond this preliminary engineering phase without a commitment of funds, but he thinks that most people feel that going to this level of definition is appropriate so you have a pretty good handle on what the costs, capital and operating, are and people have a very good idea of what the impacts on their property and what kind of service is provided.



Mr. Wolsfeld continued, we have to wait until we get through the Capitol area, make sure we are servicing downtown, how is it going to go through the I-94 corridor. How is it going to serve the Westgate area, and what are those impacts going to be. Most people would say the completion of this level is necessary, he knows of no metropolitan area that has gone beyond preliminary engineering without a commitment of capital funds, and most metropolitan areas would go this far in order to attain the capital funding.

In answer to Commissioner Schaber's question, Mr. Wolsfeld said that Sibley does not change.

Another concern of Commissioner Schaber is that the access to retail shopping to the Union Depot, because of the traffic situation. Mr. Wolsfeld said that is a concern in terms of you now have to enter off of Sibley and come in and turn around, as under this plan that is the only way you could enter. There is a parking area for about 40 cars, but this is not as much a concern as the idea of the passenger pickup and dropoff with restaurants, people drop off their passengers and then leave, so you would have to go down and around to accomplish that movement down on Kellogg. The question is do you and Lowertown people who raised that, do you need to reestablish that linkage underneath the concourse in order to provide that pedestrian connection, which then might be better than now as it is covered. It is not impossible to bring this connection back to Fourth Street, but it has a pretty big impact on that station and on pedestrian flow. There is a series of tradeoffs there that have to be made.

Chairman Finley mentioned if it is ever going to become a commercial center, the best thing would be a skyway, which has been on the drawing board for a long time. This would alleviate any problems that might be caused by that shutoff. He believes they are getting closer and closer to making that decision.

Mr. Wolsfeld discussed the block where Commission Hunt raised the issue, there would be traffic access for that lane of traffic between the block to the east of Jackson, then at Robert we again have the access, but between Kellogg Square and First National Bank, where we make the turn to cut diagonally across the block, because those vehicles would have to be stopped approximately there, they are suggesting that that be closed to automobile traffic, also the movements to the intersection could be difficult. City of St. Paul staff is still reviewing that. Otherwise, there is also the issue of whether Robert Street is one way, or two way, both of them work with LRT and the City is evaluating whether they want to make Robert and Minnesota function like St. Peter and Wabasha do where you come off the bridge, go northbound. They are concerned if we do that and reverse the direction on Minnesota, then when those vehicles have to go back to get to Robert Street that the left turn, right turn is difficult. So, the City is evaluating that right now, also we have landscaping concepts and they are doing some thinking of what that station is. They are also discussing with the City where the boundary for LRT transit project ends, and where other people have responsibilities for implementation. This is a good example of where that definition needs to happen. Up in the Capitol area is another place where that definition needs to happen, and in the I-94 median in terms of what is the Mn/DOT responsibility and what is the transit responsibility even if the same agency is doing the implementation, as it is very likely to come from different funding sources. We are beginning to define what the project components are and what are non-project components to be provided by others.

Mr. Wolsfeld continued, then we proceed to the north on Cedar, on Cedar we have a minimum of one lane of traffic for the entire length of Cedar, and we have the opportunity to provide bus service for that southbound lane. Again, they are working on some minor access changes that exist along Cedar. Further north we have the same issue at Tenth Street as to what movements are allowed or not allowed, the Fire Station has frequent trips to St. Joseph's, and how can they provide that movement. Do they go to Exchange, can they make that right turn, they are looking at this level of detail. Then, we have the Station up at the Science Museum, and there is a center platform in this location on which they have fairly good agreement on that, although some City staff are still talking about side platforms. However, he thinks we are getting closer on that. Then, we stay in the median of the bridge, Cedar across I-94 and compliment the construction and the entrance and covered walkway that has been planned by the Capitol Area Board.

Commissioner McCarty would like to know why you would run buses on Cedar if you have LRT. Mr. Wolsfeld explained that there are other transit service that would still operate on Cedar and Minnesota, as well as 5th and 6th. The City is trying to consolidate as many of the transit lines as possible to Cedar and Minnesota and to 5th and 6th. Some of those would be removed, others would still remain there.

Chairman Finley explained that there would be other people coming from the outlying districts on the bus, for instance White Bear. Mr. Wolsfeld said that if you put bus transfers on LRT, the vehicle requirements would be much larger and you would be asking someone to transfer six blocks before they get to their destination.

Mr. Wolsfeld informed the Board that they are going to hold a series of Community meetings, Forums to talk about Dale, Lexington, Snelling, Westgate, Merriam Park. For each of those station areas they are going to have a series of graphics that start by putting the station in context in terms of surrounding land uses, walk distances from the station, then will show them the bus routes, just the feeder bus routes that would serve the particular station. Then they would get into some of station access circulation plans in terms of how the frontage roads would work, how the relationship would work to the adjoining neighborhood streets. then you would see the LRT line. Then, lastly, they would have a blowup of the station so they could see where the guideway way, the platform, access to the station, feeder bus turnaround-how it would work. They will be doing a drawing of this in three dimensional to get a better perspective. For each of the five stations they will be doing these drawings and getting the input, reaction and discussion from the people in the immediate area that have an interest in that. Jill Goski has set these meetings up and organized all the people who have interest in each of those five stations.

The last issue Mr. Wolsfeld will discuss is the capital cost estimate, we are about 90 to 95% complete with an update of the capital costs which includes diagonally cutting across the block in downtown St. Paul, a revised Capitol Area Alignment on platform, a revised Westgate alignment off the Soo Line, 94 Alignment along the University Busway. All the changes that have been made since the preliminary design and we are reasonably confident that that the capital cost estimate also going from '90 to '92 dollars will be up from 5 to 10% of the previous cost estimate. Number of items have gone up, some have gone down, downtown utilities cost is about \$10 million as previously set at \$17 million.



Mr. Wolsfeld continued, with going from '91 to '92 dollars, the cost will be up between 5 and 10%, and they would expect that those kinds of changes would continue to get smaller and smaller as fewer and fewer changes are made.

Costs were reduced by not doing a bridge structure, possibly \$3 million. Previous cost estimate from the eastern edge of the University of Minnesota, it may at \$249 million, it may be in the \$260 to \$270 million.

Chairman Finley thanked Mr. Wolsfeld for his presentation.

3. Central Corridor Alternatives Analysis/Draft Environmental Impact Statement Progress

Chairman Finley said Mr. Wolsfeld's response to Commissioner Schaber as to how far we should go, he thinks that where we are at, the second phase of the Preliminary Engineering, as it ties in now to the Environmental Impact Statement, then without a financial commitment, that is where we are at.

Kathy DeSpiegelaere addressed the Board, for the Central Corridor we are preparing an Alternative Analysis Draft Impact Statement. Previously the State Environmental Impact Statement had been prepared by Hennepin and Ramsey for the Midway portion. This new analysis is for the Federal Government, it will look at not only what is required by the Federal Government, not only LRT, but other potential transit improvements within this corridor including busway, high occupancy vehicle, and what is term .

We had issued a Request for Proposal for consultant services, and the proposals were reviewed by the staff of Hennepin, Ramsey, Metropolitan Council, and the RTB. We received only one proposal from BRW with subcontractors.

Chairman Finley is concerned we only have one proposal, he discussed the fact that there are other consultants, however, it appeared that they were not interested in submitting an RFP. He was concerned if there was any feeling among staff of any agencies as to whether or not the process was really open, with only receiving one.

Commissioner Schaber asked if this proposer would come in and give any other comments than on LRT. This bothers him, and he wonders if we could be subject to some criticism about this.

David MacMillan said what we are going to have to do is be a little more cautious in monitoring the activities of the EIS, to ensure that there is not any bias built in because BRW has done. We should carefully document and monitor BRW's performance under the AA/EIS to be sure that the bias does not show up. For every decision they reach, there is a logical, rational support basis for the decision that they make of the recommendation they make. It is going to be very difficult, and you are absolutely correct, it is not a comfortable situation. The problem is one bidder

Commissioner Schaber reiterated his concern about only one proposer submitting a proposal.

David MacMillan said when he heard there was only one bidder, BRW, the key on the AA/DEIS is to make sure that the recommendations that are based on to the extent possible objective data, and that the staff, if the sub-contractors are able to accept the recommendations of BRW, then we would have good, solid basis for its recommendations. You are absolutely correct, someone may challenge, but with a good, objective study, and the bias is not apparent, so there is no bias in favor of LRT caused by BRW, we would probably sustain to accomplish the end.

Chairman Finley said this contract is going to be four parties, Hennepin, Ramsey, Minnesota Department of Transportation, and the consultant. Who will be negotiating the contract?

Ms. Despiegelaere said she would be a participant in the selection process.

Ms. DeSpiegelaere had distributed a proposed resolution, and Commissioner Hunt said that the Whereas Clause should be changed, and Ms. DeSpiegelaere will work on the revision, with the modifications suggested

Commissioner Norgard suggested that this proposed resolution be laid over for a week for staff to have an opportunity to revise this resolution.

4. Quarterly report of payments for RCRRA April thru June, 1992

Commissioner Schaber moved the following recommendation, seconded by Commissioner Hunt.

**WHEREAS, Payments have been made from the Ramsey County Regional Railroad Authority budget for the period April 1, 1992, through June 30, 1992, and a record of these disbursements is attached; Now, Therefore, Be It**

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

Roll Call: Ayes - 4, Nays - 0  
Motion carried

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

|                                                                                                                                                                                                                                                                                                                             |                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| REGIONAL RAILROAD AUTHORITY<br><hr/> Originating Department<br><hr/> <div style="display: flex; justify-content: space-between;"> <div> <i>[Signature]</i><br/> <hr/>                     Authorized Signature                 </div> <div> <i>8/3/92</i><br/> <hr/>                     Date                 </div> </div> | Board Action Requested<br><hr/> Central Corridor update.<br><hr/> <p align="center"><u>DISCUSSION ONLY</u></p> |
| Request Justification<br><hr/>                                                                                                                                                                                                                                                                                              |                                                                                                                |

A verbal report will be given at your meeting on progress on the Central Corridor Alternatives Analysis/Draft Environmental Impact Statement.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| <div style="background-color: #cccccc; height: 20px; margin-bottom: 5px;"></div> <div style="display: flex;"> <div style="width: 60%;">                     Budgeting and Accounting <i>[Signature]</i><br/> <hr/>                     County Attorney <i>[Signature]</i><br/> <hr/>                     Risk Manager <i>[Signature]</i><br/> <hr/>                     Data Processing<br/> <hr/>                     Previous Action taken on Request<br/> <hr/> </div> <div style="width: 40%; border-left: 1px solid black; padding-left: 10px;">                     Date / Time<br/> <hr/>                     Received By<br/> <hr/> </div> </div> |
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Comments / Recommendation

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|                                       |                    |        |
|---------------------------------------|--------------------|--------|
| Documentation certified complete for: |                    |        |
| Committee / Meeting Date              | Signature          | Date   |
| Committee / Meeting Date              | Signature          | Date   |
| September 8, 1992                     | <i>[Signature]</i> | 9/2/92 |
| Board Date                            | Signature          | Date   |

*file*

Kathy Despiegelaere  
Ramsey County Regional  
Railroad Authority  
Documentation

Ruby Hunt, Treasurer  
District 5

Diane Ahrens  
District 4

Hal Norgard  
District 7

Donald Salverda  
District 2

## Ramsey County Regional Railroad Authority

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

### AGENDA

#### RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY, OCTOBER 13, 1992

10:30 A.M. - LARGE CONFERENCE ROOM - 316

#### CHAIRMAN'S COMMENTS

1. \* Minutes of Ramsey County Regional Railroad Authority Board Meetings of A. August 18, 1992 and B. August 25, 1992.
2. Station-area meetings on light rail transit. Discussion only.
3. Central Corridor Update. Discussion only.
4. \* Ratify Partial Payment No. 10 to BRW, Inc. in the amount of \$112,625.52 for the Midway Corridor Phase II Preliminary Engineering,
5. \* Ratify Partial Payment No. 11 to BRW, Inc. in the amount of \$60,970.33 for the Midway Corridor Phase II Preliminary Engineering.

*Minutes for  
10-13-92 are  
missing  
R92-34*

*R92-35*

\* Action is Requested.



A

# MINUTES

## RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

August 18, 1992

A special meeting of the Ramsey County Regional Railroad Authority was held on Tuesday, August 18, 1992, in the Large Conference Room of 316 Court House.

Chairman Finley called the meeting to order at 11:05 A.M.

MEMBERS PRESENT: Chairman John Finley  
Commissioner Hal Norgard  
Commissioner Ruby Hunt  
Commissioner Donald Salverda  
Commissioner Duane McCarty

Members Absent: Commissioner Warren Schaber  
Commissioner Diane Ahrens

Also Present: David MacMillan represented the County Attorney's Office,  
Frances Glendenning, Kathryn DeSpiegelaere, Karen Tero,  
Terry Schutten, James Van Houdt, Ed Glaubitz, Dianne  
Fiebigler, Jill Goski

1. Approve the 1993 proposed tax levy for the Truth in Taxation Notice of \$1,068,446 which, in accordance with the Truth in Taxation Law, must be certified to the County Property Records and Revenue Department by September 15, 1992.

Chairman Finley discussed the proposed resolution, and the Board members had some suggestions that this should be embellished. A Whereas should be revised to continue to improve the quality of life and access to services in the region with other agencies, including Mn/DOT, Hennepin County Regional Railroad Authority, Metropolitan Council, Regional Transit Board and the Metropolitan Transit Commission.

Chairman Finley suggested that Ms. DeSpiegelaere work with Terry Schutten, to revise this resolution, using some of the similar statements that the County Board would make. We need to let people know that this is the same levy as for 1992, and this is considerably less than the maximum allowable levy for 1993.

Chairman Finley suggested that when the resolution has been drafted that a copy be distributed to the Board Members, to give them an opportunity to review and make any further suggestions.

Chairman Finley stated that this Board will then meet for a short time on August 25th, 1992, at a time to be determined to consider this revised resolution which has to be certified by September 15th, 1992, at which time he is anticipating that we will have a full Board meeting to consider the levy.

Chairman Finley adjourned the meeting, no action was taken at this time. Formal action on the tax levy will be August 25, 1992.



B

## MINUTES

### RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

August 25, 1992

The regular meeting of Ramsey County Regional Railroad Authority Board was held on Tuesday, August 25, 1992, in the Large Conference Room of 316 Court House. Chairman Finley called the meeting to order at 10:40 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:

James Van Houdt, Robert Clarkson, Jill Goski,  
Karen Tero, Marit Smaby-Nowlin, Kathryn  
DeSpiegelaere, David MacMillan represented  
the County Attorney's Office, Frances  
Glendenning

#### Chairman's Comments:

Chairman Finley informed the Board that yesterday Commissioner Denn, Commissioner of Transportation, had meeting with John Derus, Ken Stevens and Commissioner Finley. We had a meeting prior to seeing Commissioner Denn. When we had the meeting with Commissioner Denn, Commissioner Derus spent a half hour espousing to Commissioner Denn how important it was that we do the Central Corridor, and not get all bogged down with all this rhetoric between Burnsville and South Minneapolis, that the Hennepin County Board is convinced that the Central Corridor is the corridor, and the fact that he supports the other efforts, but that is a long ways down the line. He wanted them to know where the majority of the Hennepin County Board is.

Commissioner Denn was happy to hear that as that is what their agenda is. We have all the data, the Metropolitan Facilities Plan, we have concurrence in the metropolitan area, and we are a part of that effort to work cooperatively and that is what they plan to do. Hopefully, they will have the Alternative Analysis that it will come out as they think it will, that light rail should go here. Then, they will be proceeding with that corridor.

Chairman Finley said it was their call, we were not lobbying them, we will continue to have meetings between the three of us, with Bob Winter who is the project coordinator, Ken Stevens and Kathryn DeSpiegelaere.

Ms. DeSpiegelaere pointed out that at this meeting they agreed to have a regular update in the form of a fact sheet.

Commissioner Hunt commented that the 35W people should recognize the fact also that they have come a long way from where they were than when the first plan came out as to where they would be in the scheme of things. They have moved up to second place from fourth or fifth. Chairman Finley added that Commissioner Derus said they were not in favor of light rail until they found out how many houses they would have to take.

Chairman Finley continued, Commissioner Derus said they were not really light rail advocates.

Commissioner Schaber entered the meeting at this time.

Chairman Finley gave a brief update to Commissioner Schaber on the meeting that was held with Commissioner Denn. they are very positively for the Central Corridor. People had been up there last week trying to lobby for 35, but Commissioner Denn had told them, no this is for the Central Corridor, that is the priority and that is where we are going. They are very solid on it. Commissioner Derus carried the ball on it, as he wanted Commissioner Denn to know that in Hennepin, the majority of the Commissioners were in favor of the Central Corridor, abd were not too caught up with the rhetoric on 35. Hennepin County Board is all for light rail, with an exception.

Commissioner McCarty stated that he thinks that we are missing something important with all of these studies, as the economic impact is always sidetracked.

Chairman Finley said we have touched upon it in different things, but where we are now is in the environmental area, and that is the key to ridership.

1. Minutes - of the Ramsey County Regional Railroad Authority Board Meeting of June 23, 1992.

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

The Board of the Ramsey County Regional Railroad Authority approves the minutes of the June 23, 1992 Ramsey County Regional Railroad Board Meeting as written.

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

2. Legislative Discussion - (Discussion only)

Chairman Finley had led into this in his opening comments.

Kathryn DeSpiegelaere informed the Board that Representative Mariani is meeting with metro-area House and Senate members, she is chairing this, they have meetings, and will meet at about three week intervals. What they are talking about is transit and the 1993 legislative session. The Ramsey County Delegation will be meeting with them.

Commissioner Hunt would like to know if a Citizens Group mentioned in the paper going to have any relationship with Sandy Pappas' group and that other group. Ms. DeSpiegelaere said there is not, however there may be some overlapping membership.

3. Central/Midway Corridor Update - Discussion only.

Ms. DeSpiegelaere said that the Board has received the Draft Scoping Document that is going to be discussed at two hearings, August 26th and August 27th. There are five transit alternatives to be addressed. She pointed out that the alignment portion for downtown Minneapolis, the Hennepin portion, is not specified for downtown. On Page 10 of the report is a list of the impacts.

Ms. DeSpiegelaere mentioned that the Central Corridor Management Committee will be meeting tomorrow morning. One of the things to be considered is the Draft Community Involvement Program for the Central Corridor which we have included in your documentation. She expects the educational section of the plan to be controversial.

On Page 10 of the Report the impacts to be addressed are transportation impacts, land use and economic development impacts, social impacts, impacts on the physical environment, and financial impacts.

The first portion of the plan involves people who live along the Corridor. On Page 4 of the plan however, there is a section called Community for the public education program. The mechanisms to be considered for the public education program include, radio and TV appearances and ads, public service announcements, press releases, newspaper ads and supplements, media briefings, Public Meetings/Forums, speakers bureau, brochures/fliers, newsletters, show/video displays at special events, such as the State Fair, educational slide/tools for use in schools, and a project office/hotline.

In the discussion of this education program, there were some differences of opinion when this was presented to the Technical Staff, some felt that there should be overlapping responsibility.

Ms. Despiegelaere continued, the Corridor Management Committee should be requested to comment on the Community Participation Program for the Central Corridor at its September meeting. She said that the Joint Powers Board has approval of the Community Participation Program, and the Joint Powers Board should be asked for its comments/approval at its October meeting.

Commissioner Hunt would like to know who prepared the Scoping Package, who was the lead person in preparing this. Ms. DeSpiegelaere said this was prepared jointly by Hennepin, Ramsey and Mn/DOT, and Stephanie Eiler from the RTB.

Chairman Finley said under the legislation the RTB is to receive the money for the Alternative Analysis from the Federal Government for one thing, they are the agency to receive the funds, then it is a pass-thru to Mn/DOT who is going to administer the fund and make the payments to the people who are actually doing the study, which is the BRW. RTB was involved on the front end.

Chairman Finley said because of our concerns, there are lots of checks and balances, and Mn/DOT, Commissioner Denn assured him yesterday as he had expressed concern as some Commissioners had raised in the selection process of the consultant. It was interesting that Commissioner Denn had exactly the same concerns, but he was assured that there will be enough stop-gaps



and checks and balances throughout the process that this report will be as objective as any report can possibly be because he feels with their involvement that he does not want the naysayers, the LRT, to be able to object to the Alternative Analysis that it was not objective, because it could affect this and any other projects. So, Commissioner Denn himself is going to make sure that there are sufficient checks and balances which is very good.

Commissioner Hunt feels it is a good argument for having Stephanie Eiler do this as she is not one of the four groups.

Commissioner Salverda would like to know why the Alternative Analysis has not been done five years ago, this appears to be after the fact.

Chairman Finley said the response to any questions about this is that the metropolitan agencies, principally the RTB, who had the legislative responsibility to draft a long term plan for light rail transit. They had the responsibility to do several things, one to draft a Comprehensive Plan, two to set a schedule of development over a period of up to twenty years, and three how to determine the funding for the plan. They had the input from the counties and the other metropolitan agencies in drafting that plan, and reported to the Legislature. In the process of developing those plans, and setting together a funding scheme for the actual implementation, they chose that on the Midway Corridor that we would not wait for Federal Funds because at the time the plan was being developed, it appears that Federal Funds would not be in the offing, and rather than wait for eight to ten years for Federal Funds, it was not economically advisable to wait that long, and it was not cost beneficial. So, they determined that the first corridor, the Central Corridor, would be funded with local funds meaning the State of Minnesota, and we proposed that sales tax, 1/2¢, be used to fund that.

Chairman Finley continued, in order to acquire those funds, the State Law requires an Environmental Impact Statement which was done, but because no Federal funds were going to be requested for this Central Corridor, an Alternative Analysis was not necessary. The environmental issues were addressed in the State Environmental Impact Statement. When you go to Federal Funds, it is a Federal Environmental Impact Statement, same things, addressing all the same environmental issues, but they also have one other requirement, and that is to have an Alternative Analysis done which pits the motor transportation against all other modes of transportation, so it is just one more thing that is needed. This is a costly thing, as you can see, \$1 million dollars, which we chose not to use \$1 million as it was not necessary at the State level because we were not going to be seeking State Funds.

Chairman Finley said this was a conscious decision on the part of ourselves, RTB, as we played a role, if you remember, in our financial plan as well as to how we would fund light rail. We submitted that. All the experts had told us to go with what is the most likely funds available, and the most likely we felt would be at the local level because of the Federal Process.

Chairman Finley recalled that we had Springsted break out for us based on the best knowledge available when Federal Funds would become available, and what would be the cost benefit of waiting for those funds, and it turned out that the cost of money would eat up the funds that we would probably receive from the Federal Government. Things have changed at the Federal level.

Chairman Finley continued, things have changed at the Federal level, funds did not look like they were going to be available for transit at all, there is a different Commissioner of Transportation, now, we have one who is interested in transit, interested in using funds available for transit as part of the overall Federal Government's plan is now to concentrate more on transit than just highways.

Chairman Finley said the other side of the coin is from a purely selfish standpoint in protecting our own taxpayers, as we would have had to pay for that \$1 million, whereas the Federal Government is now paying for that \$1 million through the RTB.

Chairman Finley asked Ms. DeSpiegelare to locate the list of all the studies that we had prior to our making a decision on this issue, as this will be very helpful information to have available for reference.

Chairman Finley reiterated the point he wishes to make that this was a very conscious decision and a very intelligent one based on Federal Government at that time and the method of funding that we were going to be pursuing at that time.

4. Authorize Chairman of the RCRRA to sign agreement with Mn/DOT for State Rail Bank funds not to exceed \$750,000 for purchase of Burlington-Northern right-of-way.

David MacMillan addressed the Board, basically as the memo says we have reached an agreement with Mn/DOT for the acquisition of use of Rail Bank funds for the acquisition of the Burlington Northern Corridor. One item he did not mention in his memo is minor, is that the Rail Bank Funds will be available after the Corridor has been acquired, basically we will be reimbursed with a check when we have funds available to handle the acquisition costs, then we will be reimbursed by Mn/Dot. This is somewhat of an elaborate system of agreements and mortgages, but Mn/DOT requires this, and after much negotiation, these are the agreements they came forward with. As he had indicated in the agreement and the mortgage, the agreement recognizes that recreational trail purposes are transportation purpose, so that a recreational trail is still on the corridor. That was a satisfied requirement of the agreement and the mortgage that there be a transportation use for the corridor by the end of twenty years.

It is Mr. MacMillan's understanding that basically there is no anticipation that there will be any reimbursement or any refund or paying off of the Rail Bank Funds that are acquired.

Mr. MacMillan discussed with Mn/DOT the fact that the property that we are acquiring has a few pieces of, which according to our survey, are not really necessary for corridor purposes. There is one small parcel that some private individual has set up a building on it. He has discussed with Mn/Dot how we are going to take care of it, as this piece is not really necessary for corridor purposes. Basically, the way the mechanism would work out is that they would approve the transfer, and they would get half the proceeds from the transfer, for whatever we can negotiate.



Chairman Finley said it is important to note that they are participating to 50% of the acquisition costs, but secondly, that the use of those funds, the trail does not prohibit the use of those funds for this purpose which he thought had been one of our concerns because of the pressures that were being placed upon us and the Metropolitan Council for utilization of that trail, or that property as a trail, either bike, or walking trail, or both. The nice part about the agreement and mortgage is if light rail does not come, we do not have to pay back the State if we use it for bike or walking baths.

David MacMillan confirmed Chairman Finley's statement.

Commissioner Hunt moved the following recommendation, seconded by Commissioner Schaber.

WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has been negotiating with the Burling Northern Railroad to acquire the abandoned Burlington Northern Rail line (the LINE) lying between Fourth Street in St. Paul to Beam Avenue in Maplewood; and

WHEREAS, Minn. Stat. 22.50, subd. 7e authorizes the Minnesota Department of Transportation (Mn/DOT) to expend money from the rail service improvement account to pay a portion of the cost of acquiring a rail line by a regional railroad authority; and

WHEREAS, Pursuant to Minn. Stat. 222.50, subd. 7e, the Mn/DOT has agreed to lend the Ramsey County Regional Railroad Authority one half the cost of acquisition of the Line, to a maximum of seven hundred fifty thousand dollars (\$750,000); and

R92-21  
WHEREAS, The loan will be interest free and will be repaid only if the Line is sold or if the Ramsey County Regional Railroad Authority fails to adopt a transportation use plan for the Line within twenty years or have in place a transportation use within thirty years; and

WHEREAS, The Mn/DOT has agreed that recreational trail use is a transportation purpose within the meaning of the proposed agreement; and

WHEREAS, The RCRRA, Ramsey County, and the City of St. Paul have expressed an intention that the Line will be available for recreational trail use to the extent such use does not conflict with use for Light Rail Transit purposes; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the mortgage and underlying agreement between the Mn/DOT and Ramsey County Regional Railroad Authority for the loan of one half the price of acquisition of the Line, to a maximum of seven hundred fifty thousand dollars (\$750,000); and Be It Further

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to execute the mortgage and agreement which are attached hereto and incorporated herein.

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

Commissioner Schaber asked if we have any agreement with the City with regard to the proposed trail and bike path. Mr. MacMillan said the agreement - a draft agreement proposal, he, Ms. DeSpiegelaere and Greg Mack had gone over to the agreement that they presented to City staff, and we still have copies of the agreement, but nothing further has been done.

Chairman Finley asked that staff get this moving again so it is on track with the City and County people.

Commissioner Schaber said that David MacMillan should be complimented on the negotiating, and now with having the agreement for trail or transportation purposes, he thinks this is a very fine job.

5. Ratify Partial Payment No. 9 to BRW, Inc., in the amount of \$119,722.35 for the Midway Corridor Phase II Preliminary Engineering.

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

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

WHEREAS, Ramsey County Regional Railroad Authority Agreement Number RCRRA/HCRRA 91-001, 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 May 31, 1992; and

292-32  
WHEREAS, To ensure timely payment for services rendered in accordance with Agreement No. RCRRA/HCRRA 91-001, the Ramsey County Regional Railroad Authority authorized (Resolution R91- ) 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 R91- 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. 65767, Partial Payment No. 9, and attachments thereto, provide the correct documentation of payments due BRW, Inc. through May 31, 1992; Now, Therefore, Be It

RESOLVED, Payment to BRW, Inc. in the amount of \$119,722.35 for Ramsey County Regional Railroad Authority's share of services rendered through May 31, 1992, is hereby ratified.

Minutes  
Ramsey County Regional Railroad Authority  
August 25, 1992

Page 8

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

Regional Railroad Authority

Originating Department

K. DeSpiegelaere 10/12/92  
Authorized Signature Date

Board Action Requested

Station-area meetings on light rail transit.

DISCUSSION ONLY

Request Justification

See memorandum from K. DeSpiegelaere 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

Committee / Meeting Date  
 October 13, 1992

Board Date

Signature

Date

Signature

Date

Signature

Date

10/1/92



**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



**Ramsey County Regional Railroad Authority**

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

**MEMORANDUM**

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

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

**SUBJECT:** Station-area meetings on Light Rail Transit

**DATE:** October 2, 1992

Meetings with community representatives on Dale/I-94, Lexington/I-94, Snelling/I-94, and Merriam Park light rail transit stations are occurring. Meetings will be initiated later this month on the Westgate station.

The meetings, facilitated by Jill Goski, address the proposed station configuration, access to the stations, traffic, disabled accessibility, land use, right of way, safety, maintenance, drop-off and pick-up facilities, park/ride lots (none proposed), and bus service.

Attachment 1 is an outline of proposed bus service prepared for each station group. The attachment is for the Merriam Park station.

Copies of the illustrations used for the Snelling/I-94 meeting are Attachment 2.

Further discussion of the station-area meetings will occur at the Regional Railroad Authority meeting.

The Westgate alignment has received approval of the City of Minneapolis.

Recommendation:

For your information.

KD/blk  
Attachments



# OVERALL TRANSIT SERVICE FOR THE CENTRAL CORRIDOR

## INTRODUCTION

When light rail transit is discussed, commonly asked questions by bus riders are:

What happens to my bus route? Where will it run and how often? How long will it take me to get to my job, school, or shopping? How much will my transit trip cost? In short, will LRT make my trip better or worse?

## LRT AND BUSES — AN INTEGRATED TRANSIT SYSTEM

A wide variety of vehicles is used to provide transit service in North America. In cities which use a number of different transit technologies, each plays a complementary role in providing transit service within a single regional transit system.

The introduction of LRT in the Central Corridor would result in modifications to the existing bus service to take advantage of the characteristics of both the LRT and bus technologies. The LRT route would provide "line-haul" service to downtown Saint Paul, downtown Minneapolis, the University of Minnesota, and other regional activity centers. Bus service would be redirected to improve service for short trips within the Corridor, and provide access to the LRT for longer trips. The bus and LRT services would function together as a single transit system.

## BUS PLANNING PROCESS IS RESPONSIVE

It is important to note that transit service will respond to the community's needs. While there is a proposed design for bus service associated with LRT, that design is subject to modifications, both during the planning and construction process, and once LRT is operational. The service plan on the attached map is one proposal to give a general idea of

what service might be like. The design of bus service is a process, not a fixed, permanent product.

## GOALS

Increasing transit ridership is a major transportation goal for the region. The shift from auto to transit offers a wide range of benefits, such as reduced air pollution and energy consumption and more efficient use of land and transportation resources. These benefits are weighed against construction and operating costs in determining the appropriate level of transit investment.

In addition to increasing ridership, transit goals include increasing people-carrying capacity, meeting the needs of those who don't have other transportation options, supplementing the roadway system, and encouraging intensified development.

Ways to increase ridership include providing a shorter trip time, improving schedule reliability, keeping fares affordable, and offering safe, secure, clean vehicles and waiting areas.

## SERVICE

For the first corridor to be constructed between the two downtowns, light rail transit is planned to arrive at stations at 10-minute intervals during the day and every 30 minutes during the evening. LRT would replace existing 94 express bus service, and other bus routes would be reoriented. Fares would be the same for LRT as for bus service, and transfers between the two types of vehicles would not require an additional fee.

Timed transfers, having buses drop and pick up passengers at LRT stations within three minutes of the LRT vehicle's arrival or departure, will occur at some stations to minimize passenger's wait.

(continued on page 4)

(continued from page 1)

Bus routes, as shown on the inside, map, are:

| ROUTE                      | FREQUENCY (MINUTES) |        |       | OPPORTUNITY FOR<br>TIMED TRANSFER |
|----------------------------|---------------------|--------|-------|-----------------------------------|
|                            | PEAK                | MIDDAY | NIGHT |                                   |
| #16 University             | 10                  | 15     | 30    | Merriam Park                      |
| #103 Grand Avenue          | 10                  | 15     | 30    | Merriam Park                      |
| #105 Fairview/Raymond      | 15                  | 30     | 60    | Merriam Park                      |
| #107 Cleveland Avenue      | 10                  | 30     | 60    | Merriam Park                      |
| #134 Minnehaha / Lexington | 10                  | 30     | 60    | Merriam Park                      |
| #194L Lake Street Limited  | 20                  | None   | None  | Merriam Park                      |
| LRT                        | 10                  | 15     | 30    | Merriam Park                      |

## COMPARISONS FOR SELECTED LOCATIONS

For the Merriam Park light rail transit station, comparisons have been made of existing and proposed (with LRT) transit trips from four locations to three major transit destinations, the two downtowns and the University of Minnesota. The comparisons were made assuming buses are able to meet their schedules, and indicate that travel time for longer trips will be shortened with LRT.

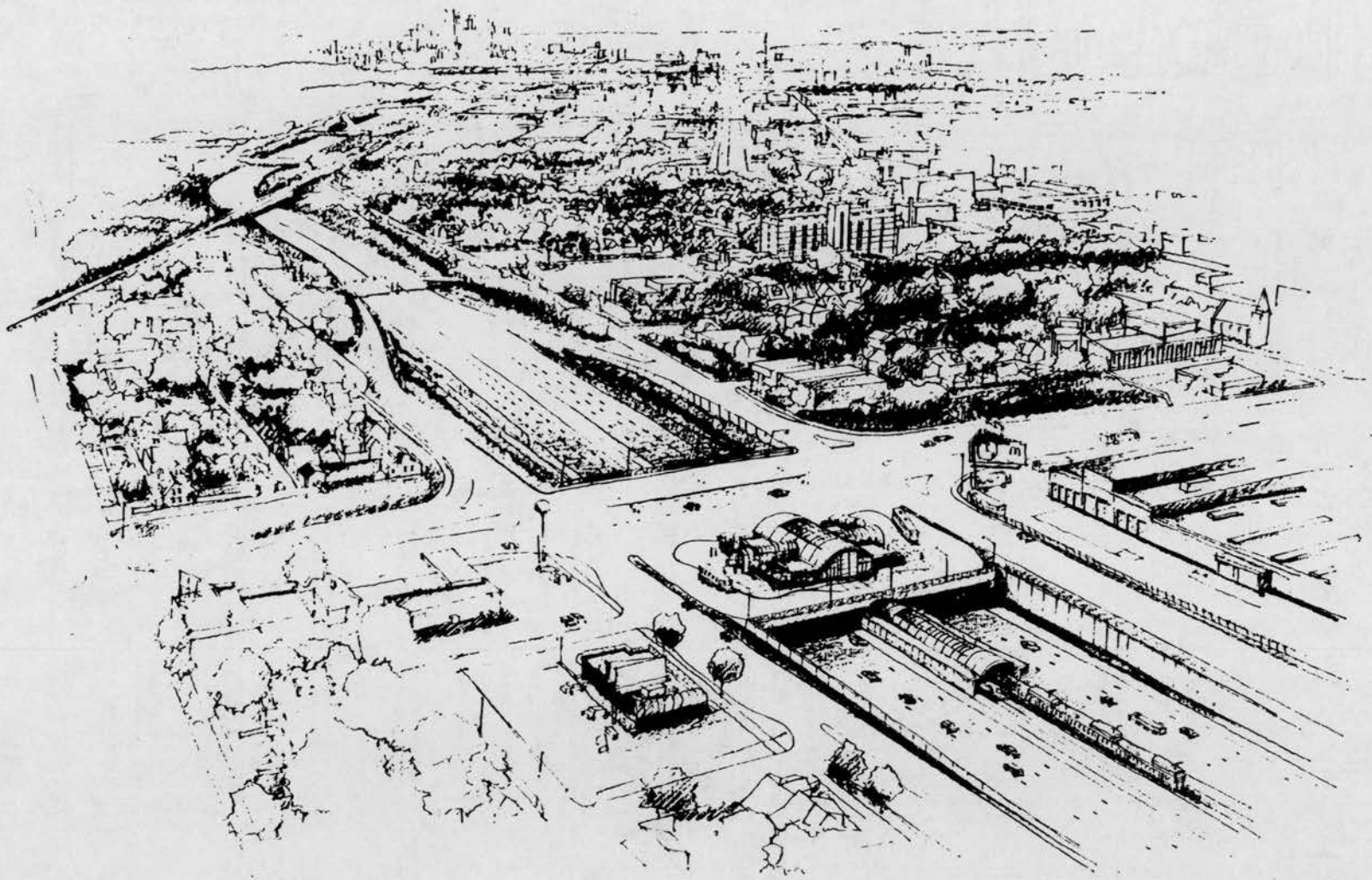
## INFORMATION

The Metropolitan Transit Commission is responsible for operating light rail transit and for planning bus service. Information on current and proposed routes can be obtained from Scott Thompson, MTC, 349-7684.

### TRANSIT TRAVEL TIME COMPARISONS: MERRIAM PARK STATION

| ORIGIN                     | DESTINATION             | ALTERNATIVE     | TRANSFERS | TRAVEL<br>TIME<br>(MINUTES) | LRT<br>SAVINGS<br>(MINUTES) |
|----------------------------|-------------------------|-----------------|-----------|-----------------------------|-----------------------------|
| W. Co. Rd. B/<br>FAIRVIEW  | Downtown Saint Paul     | Existing System | 0         | 40                          |                             |
|                            |                         | LRT System      | 1         | 35                          | 5                           |
|                            | Downtown Minneapolis    | Existing System | 0         | 46*                         |                             |
|                            |                         | LRT System      | 1         | 38                          | 8                           |
|                            | University of Minnesota | Existing System | 0         | 47*                         |                             |
|                            |                         | LRT System      | 1         | 30                          | 17                          |
| OAKLEY AVE/<br>LYNNHURST   | Downtown Saint Paul     | Existing System | 0         | 21                          |                             |
|                            |                         | LRT System      | 0         | 14                          | 7                           |
|                            | Downtown Minneapolis    | Existing System | 0         | 26                          |                             |
|                            |                         | LRT System      | 0         | 17                          | 9                           |
|                            | University of Minnesota | Existing System | 0         | 14                          |                             |
|                            |                         | LRT System      | 0         | 9                           | 5                           |
| FORD PARKWAY/<br>CLEVELAND | Downtown Saint Paul     | Existing System | 0         | 28                          |                             |
|                            |                         | LRT System      | 1         | 27                          | 1                           |
|                            | Downtown Minneapolis    | Existing System | 0         | 42*                         |                             |
|                            |                         | LRT System      | 1         | 30                          | 12                          |
|                            | University of Minnesota | Existing System | 1         | 28                          |                             |
|                            |                         | LRT System      | 1         | 22                          | 6                           |
| MARSHALL/<br>CLEVELAND     | Downtown Saint Paul     | Existing System | 0         | 25                          |                             |
|                            |                         | LRT System      | 1         | 20                          | 5                           |
|                            | Downtown Minneapolis    | Existing System | 0         | 35*                         |                             |
|                            |                         | LRT System      | 1         | 23                          | 12                          |
|                            | University of Minnesota | Existing System | 1         | 20                          |                             |
|                            |                         | LRT System      | 1         | 15                          | 5                           |

\* A faster bus is available using a route with limited service that is not comparable to the LRT system.



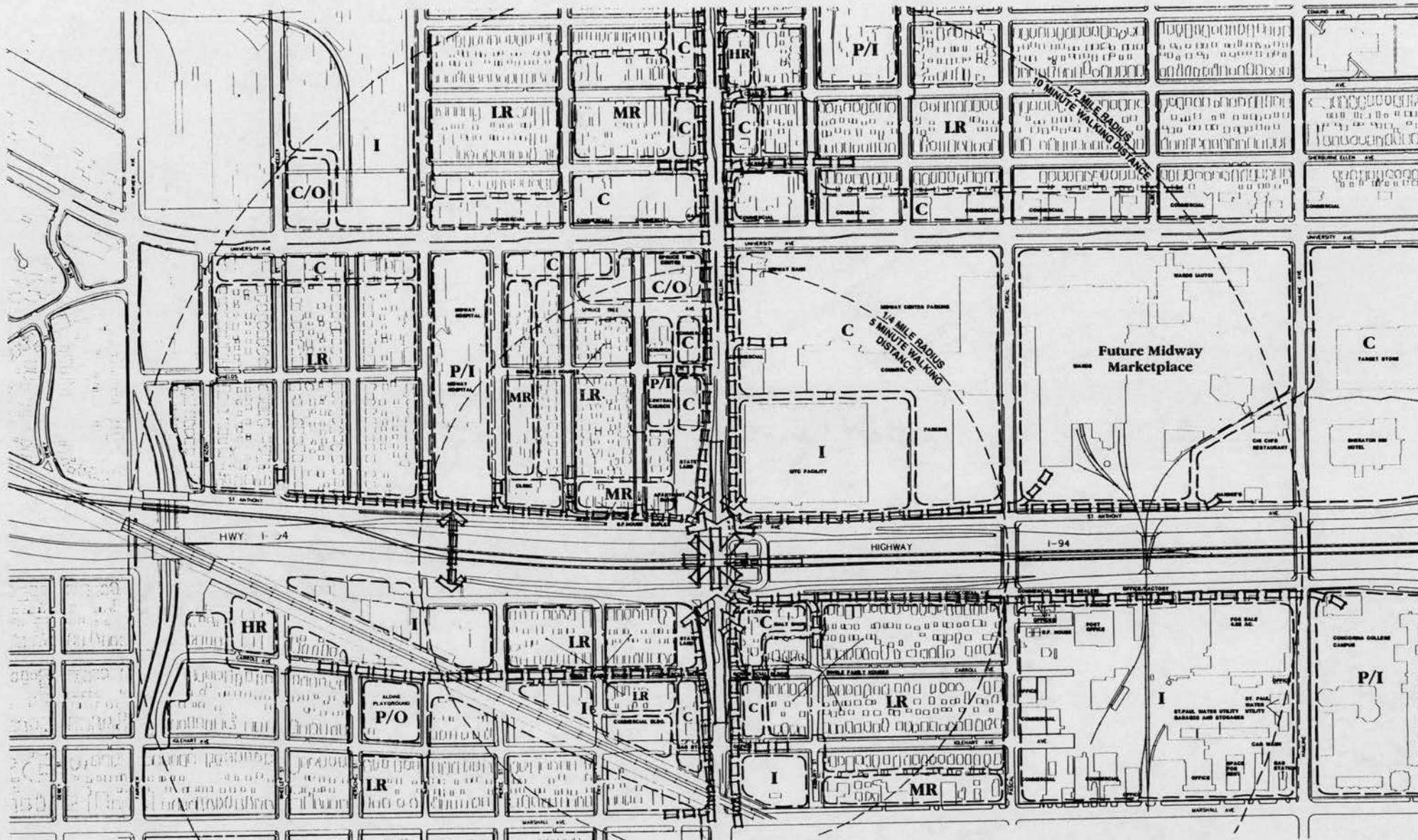
**STATION AERIAL PERSPECTIVE**  
**SNELLING AVENUE STATION**  
 I-94 ALIGNMENT

**MIDWAY CORRIDOR**  
 Light Rail Transit • Preliminary Design Study  
**RCRRA/HICRRA**  
 Ramsey County Regional Railroad Authority Hennepin County Regional Railroad Authority

9/16/92

**BRW**





# **STATION AREA LAND USE** **SNELLING AVENUE STATION** **I-94 ALIGNMENT**

- (LR) LOW-DENSITY RESIDENTIAL
- (MR) MED.-DENSITY RESIDENTIAL
- (HR) HIGH-DENSITY RESIDENTIAL
- (C) COMMERCIAL
- (C/O) COMMERCIAL/OFFICE
- (I) INDUSTRIAL

- (P/I) PUBLIC/INSTITUTIONAL
- (P/O) PARK/OPEN SPACE
- PEDESTRIAN ACCESS
- VEHICULAR ACCESS
- LRT STATION
- LRT ENVELOPE

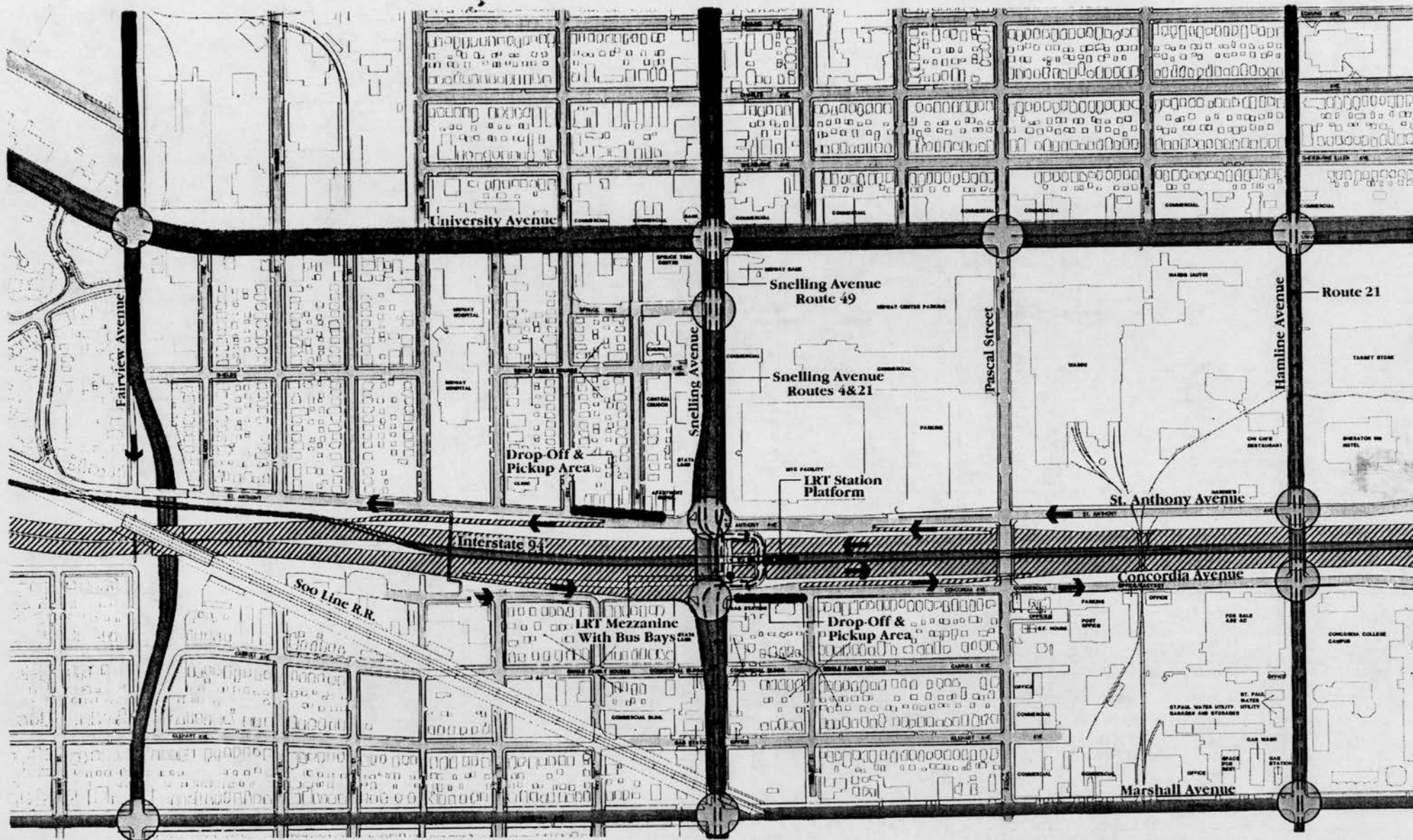
**MIDWAY CORRIDOR**  
 Light Rail Transit - Preliminary Design Study  
**RCRRA/HCRRA**  
 Ramsey County Regional Railroad Authority      Hennepin County Regional Railroad Authority

9/16/92

0' 200' 400'



BRW



# **STATION ACCESS & CIRCULATION PLAN** **SNELLING AVENUE STATION**

I-94 ALIGNMENT

- ARTERIAL/COLLECTOR ROADWAY
- LOCAL ROADWAY
- LRT ENVELOPE
- DROP-OFF & PICKUP AREA

- INTERSECTION WITH SIGNALS
- FEEDER BUS ROUTE
- DIRECTION OF TRAFFIC FLOW
- LRT STATION PLATFORM

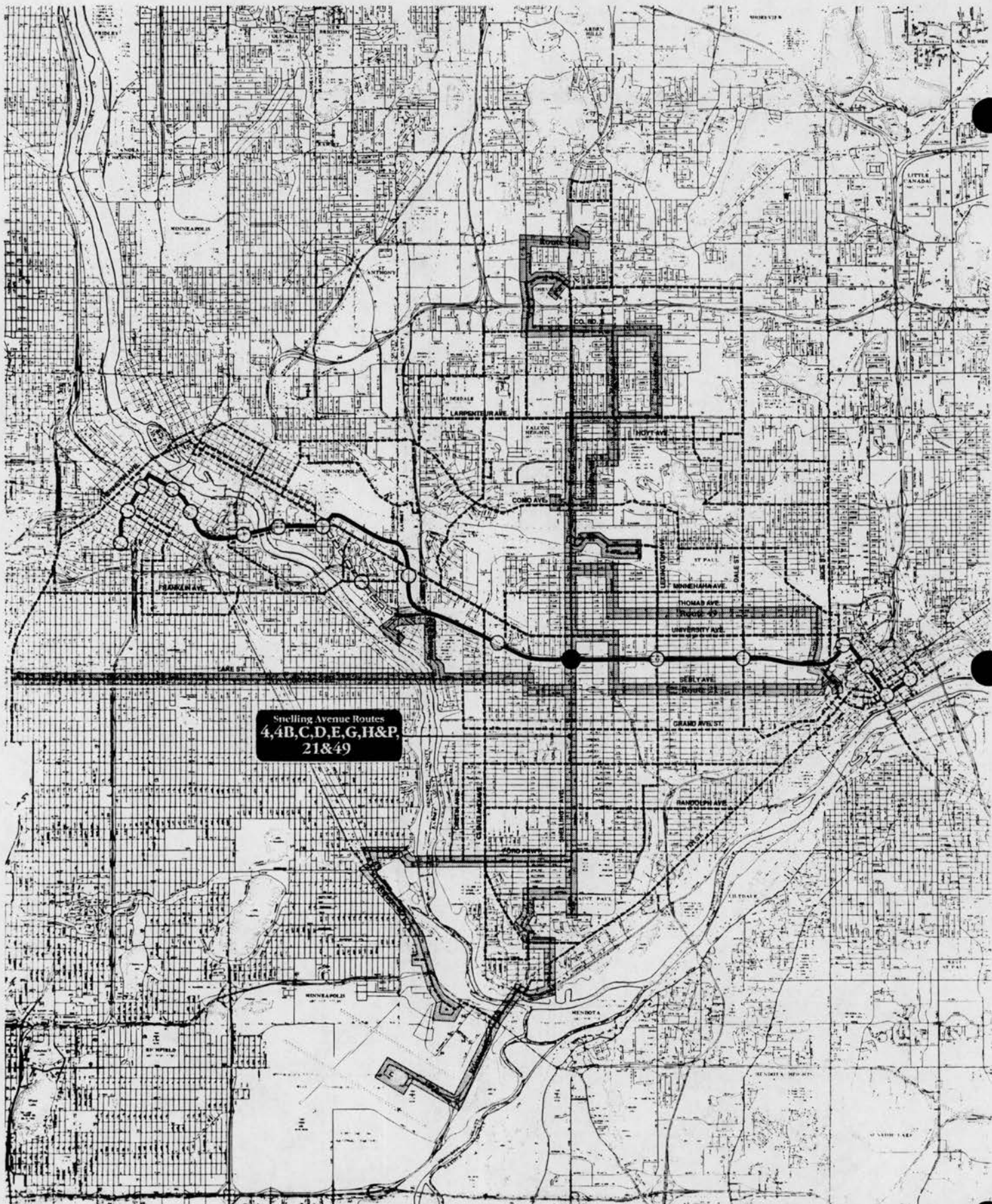
**MIDWAY CORRIDOR**  
 Light Rail Transit - Preliminary Design Study  
**RCRRA/HCRRA**  
 Ramsey County Regional Rail Authority Hennepin County Regional Rail Authority

9/16/92

0' 200' 400'







Snelling Avenue Routes  
4, 4B, C, D, E, G, H & P,  
21 & 49

**STATION FEEDER BUS PLAN**  
**SNELLING AVENUE STATION**  
1-94 ALIGNMENT

**MIDWAY CORRIDOR**  
Light Rail Transit - Preliminary Design Study  
**RCRRA/HICRRA**  
Ramapo County Regional Railroad Authority / Hennepin County Regional Railroad Authority

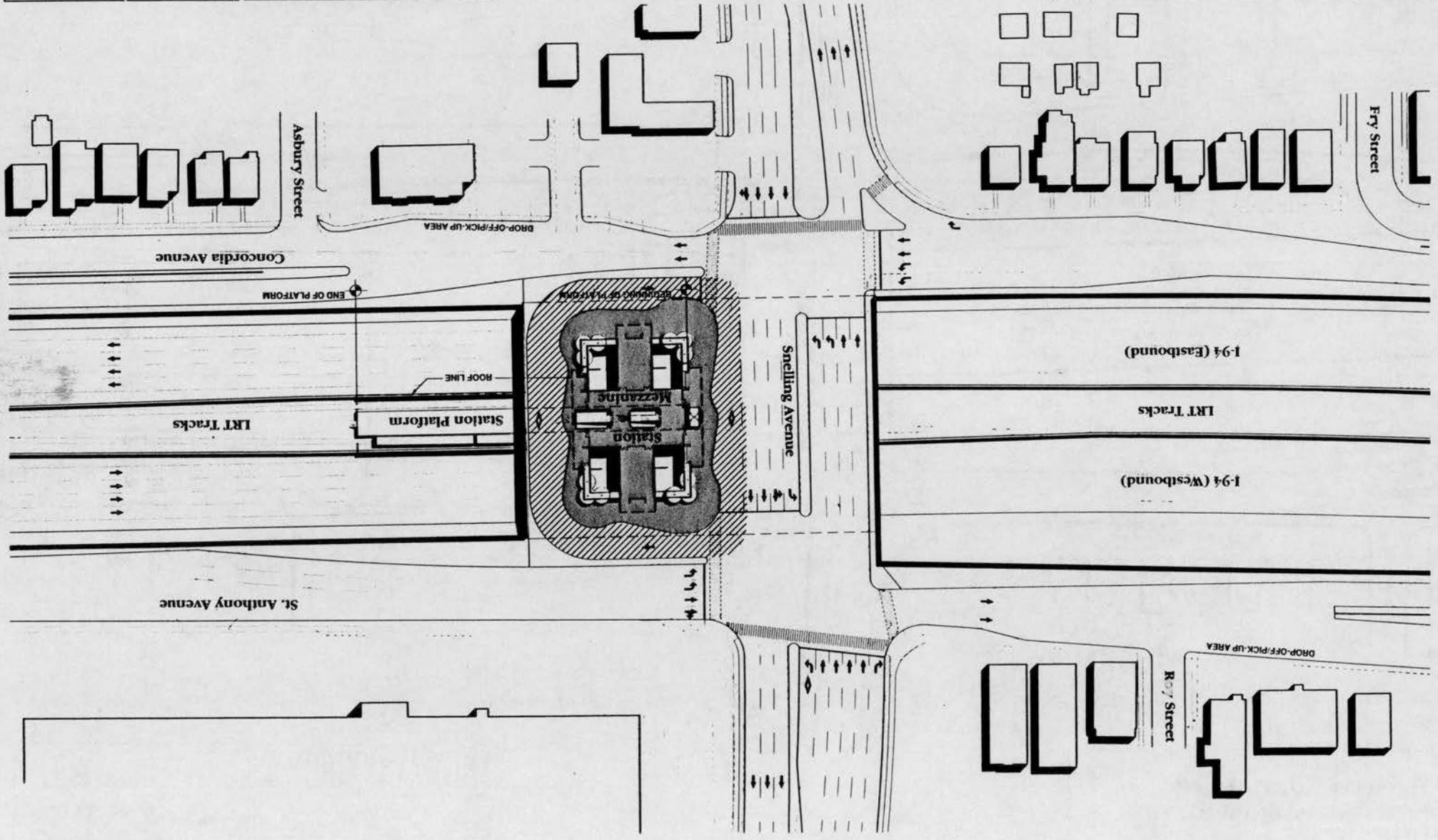
9/16/92

0' 2000' 4000'



DRW

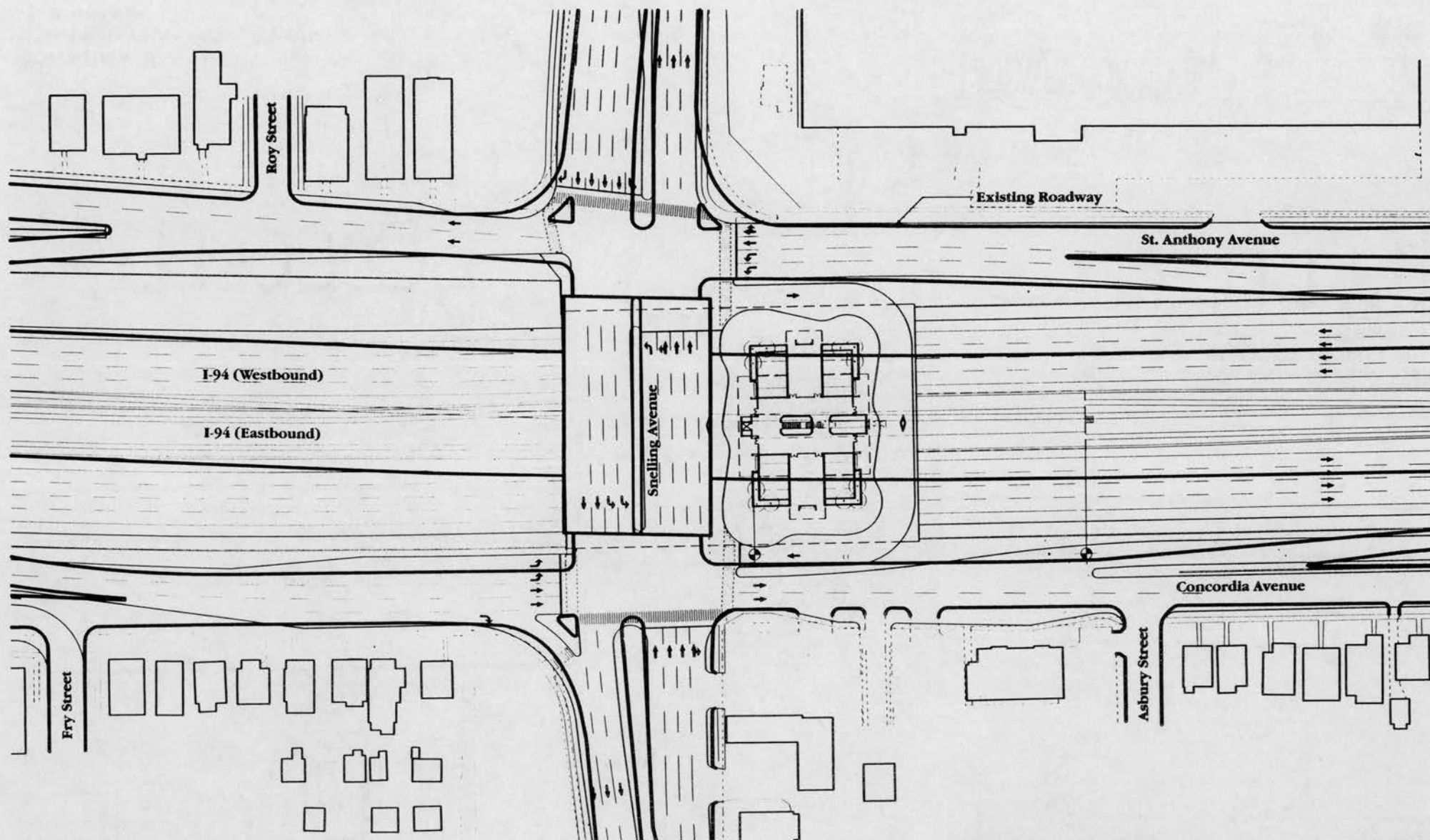
**STATION SITE PLAN**  
**SNEILING AVENUE STATION**  
 I-94 ALIGNMENT



**MIDWAY CORRIDOR**  
 Light Rail Transit - Preliminary Design Study  
 KCRRA/HCRRA  
 Kansas County Regional Transit Authority

9/16/92

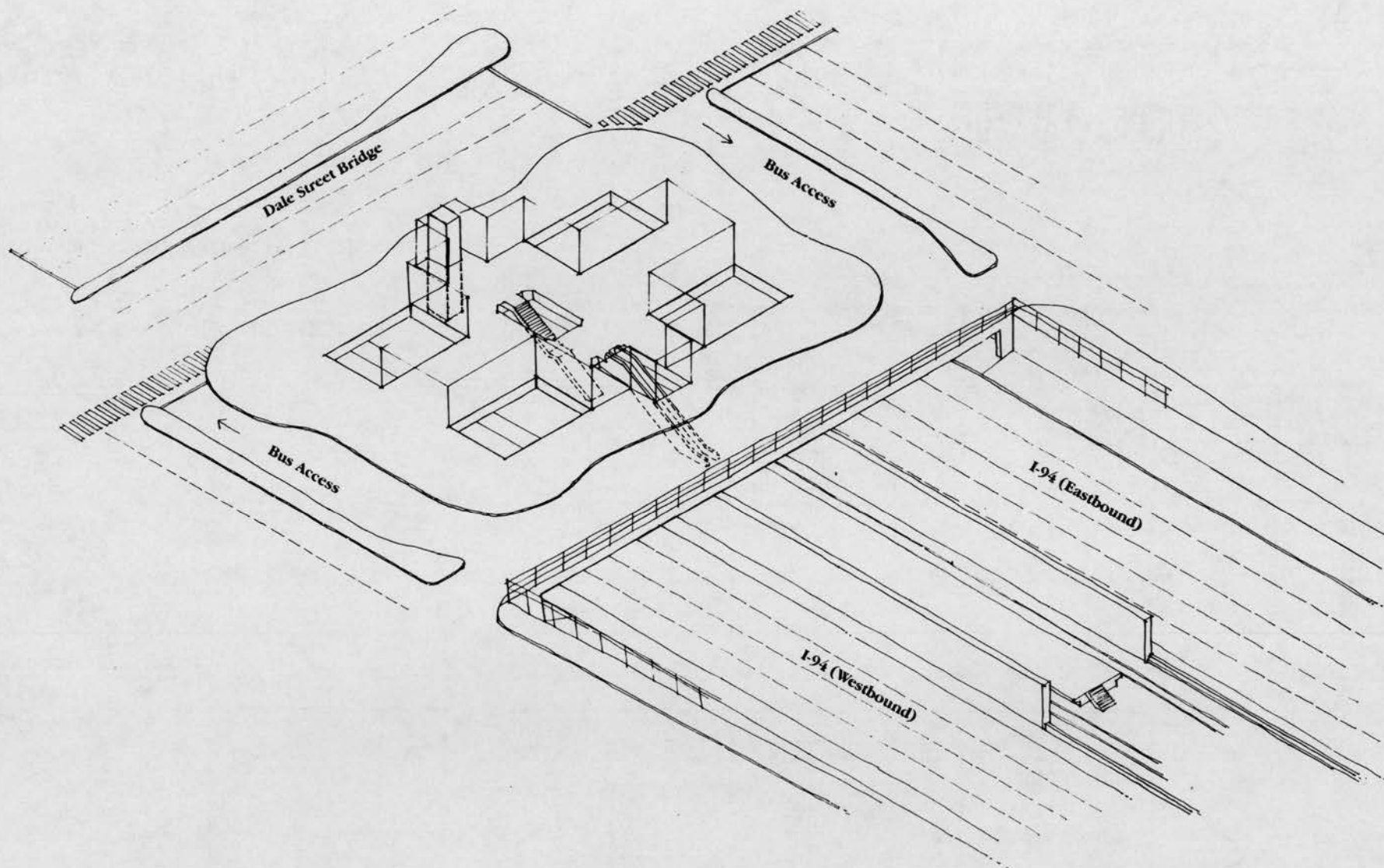




**EXISTING CONDITIONS**  
**SNELLING AVENUE STATION**  
 I-94 ALIGNMENT

|                                                                                                                                                                                                                            |                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <p><b>MIDWAY CORRIDOR</b><br/>         Light Rail Transit • Preliminary Design Study<br/> <b>RCRRA/HCRRA</b><br/> <small>Ramsey County Regional Railroad Authority Hennepin County Regional Railroad Authority</small></p> | <p>9/16/92</p> <p>0' 40' 80'</p> <p><b>NORTH</b></p> <p><b>BRW</b></p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|



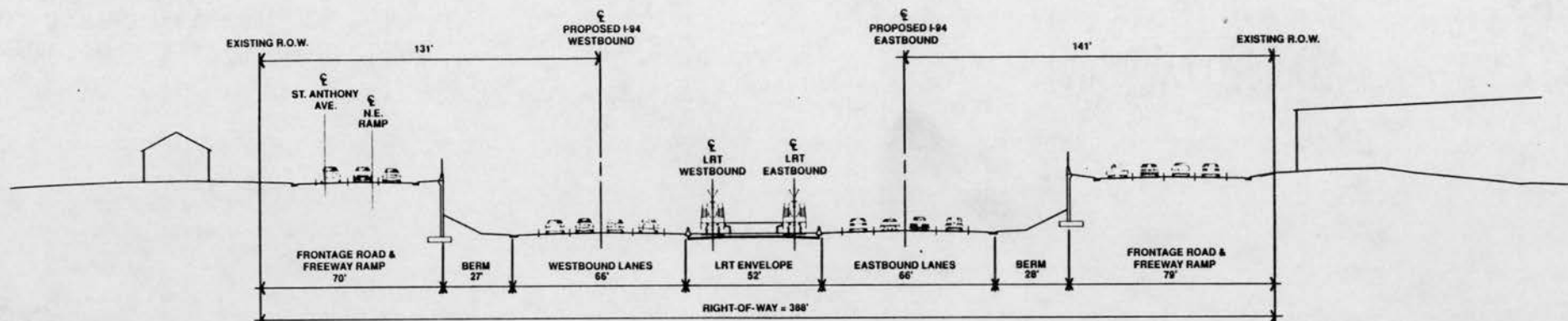


**STATION SITE AXONOMETRIC**  
**DALE STREET STATION**  
 I-94 ALIGNMENT

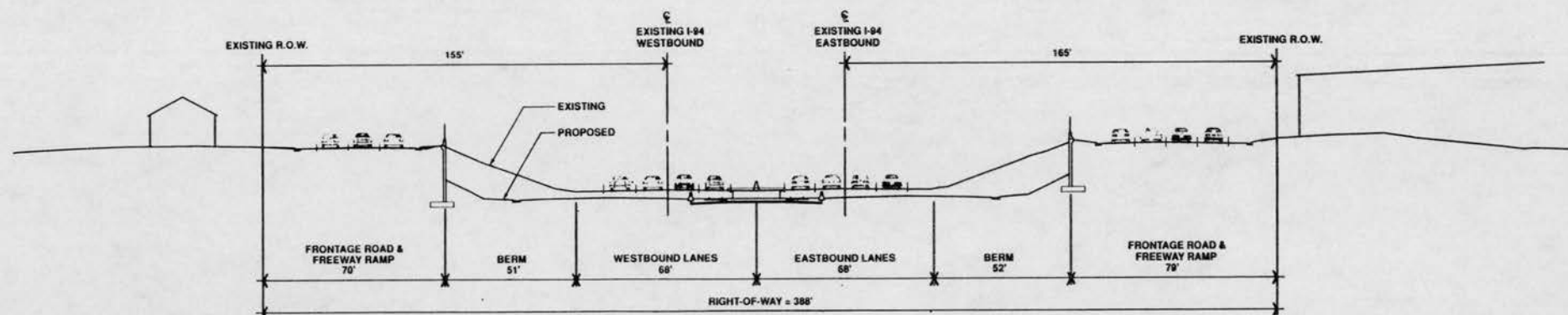
**MIDWAY CORRIDOR**  
 Light Rail Transit • Preliminary Design Study  
**RCRRA/HICRRA**  
Hammer County Regional Railroad Authority    Henning County Regional Railroad Authority

8/12/92

**B R W**



TYPICAL CROSS-SECTION ALONG I-94  
PROPOSED CONDITIONS



TYPICAL CROSS-SECTION ALONG I-94  
EXISTING/PROPOSED COMPARISON

**TYPICAL I-94 CROSS-SECTION**  
I-94 ALIGNMENT

**MIDWAY CORRIDOR**  
Light Rail Transit - Preliminary Design Study  
RCRRA/HICRRA  
Rocky County Regional Railroad Authority Hamilton County Regional Railroad Authority

8/12/92

0' 20' 40'

BRW



**RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY**

**REQUEST FOR BOARD ACTION**

**3**

Regional Railroad Authority

Originating Department

*K. DeSpiegelaere*      *10/2/92*  
Authorized Signature      Date

Board Action Requested

Central Corridor Update.

DISCUSSION ONLY

Request Justification

See attached 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

Signature

Date

Committee / Meeting Date

Signature

Date

October 13, 1992

*F. L. Henderson*  
Signature

10/1/92

Board Date

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, Director of LRT Planning

**SUBJECT:** Central Corridor Alternatives Analysis/Draft  
Environmental Impact Statement

**DATE:** October 2, 1992

Progress on the Central Corridor Transit Alternatives Analysis/Draft Environmental Impact Statement has occurred in recent weeks.

The federal grant to fund 80% of the work has been approved and the consultants have begun work.

The scoping report, defining alternatives to be studied, is being finalized and will be brought to you for approval at a subsequent meeting.

The Central Corridor Management Committee recommended approval of a community participation program which included both corridor-level community work and a broader education/information program.

The Central Corridor Management Committee and other elected officials will tour the corridor on October 21.

Recommendation:

For your information.

KD/blk

**RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY**

**REQUEST FOR BOARD ACTION**

4

|                                                                                                                                                                                                               |                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>REGIONAL RAILROAD AUTHORITY</b></p> <p><b>Originating Department</b></p> <p><i>K. H. Spiegelauer</i> <u>9/11/92</u></p> <p><b>Authorized Signature</b> <span style="float:right"><b>Date</b></span></p> | <p><b>Board Action Requested</b></p> <p>Ratify Partial Payment No. 10 to BRW, Inc. in the amount of \$112,625.52 for the Midway Corridor Phase II Preliminary Engineering.</p> <p align="center"><b><u>ACTION IS REQUESTED</u></b></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Request Justification**

Ramsey County Regional Railroad Authority has contracted the professional services of BRW, Inc. for the purposes of conducting Midway Corridor Phase II Preliminary Engineering studies. Contract RCRRA/HCRRA 91-001 governs the performance of services and terms of payment. Payment in the total amount of \$112,625.52 for the period ending June 30, 1992, has been issued in accordance with contract provisions and Rail Authority Resolution No. R91-. Payment documentation is being submitted for ratification in compliance with the latter.

- Attachments are:
- 1) Proposed resolution
  - 2) Accounts Payable form and Partial Payment No. 10
  - 3) BRW, Inc. Invoice No. 66023

**Budgeting and Accounting** *Ed Blankitt*

**County Attorney** *D. J. Miller*

**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**

October 13, 1992

*F. L. Glendinning*

10/1/92

**Board Date**

**Signature**

**Date**





# Resolution

## Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: \_\_\_\_\_

No. \_\_\_\_\_

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

WHEREAS, Ramsey County Regional Railroad Authority Agreement Number RCRRA/HCRRA 91-001, 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 June 30, 1992; and

WHEREAS, To ensure timely payment for services rendered in accordance with Agreement No. RCRRA/HCRRA 91-001, the Ramsey County Regional Railroad Authority authorized (Resolution R91- ) 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 R91- 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. 66023, Partial Payment No. 10, and attachments thereto, provide the correct documentation of payments due BRW, Inc. through June 30, 1992; Now, Therefore, Be It

RESOLVED, Payment to BRW, Inc. in the amount of \$112,625.52 for Ramsey County Regional Railroad Authority's share of services rendered through June 30, 1992, is hereby ratified.

John T. Finley, Chairman

By \_\_\_\_\_  
Warren W. Schaber, Secretary



## ACCOUNTS PAYABLE

COMPUTER INPUT  
PLEASE TYPE OR  
PRINT PLAINLY

1 CHARGE TO: Department Regional Rail Authority Date: 9/1/92

2 APPROPRIATION ITEM: Consulting Services Warrant No. \_\_\_\_\_  
(ASSIGNED BY B&A ONLY)

| For Accounting Use Only |           |   |           |
|-------------------------|-----------|---|-----------|
|                         | Claim No. |   | Date Paid |
| CA                      | PA270     | 1 |           |
| "                       | "         | " | "         |
| "                       | "         | " | "         |
| "                       | "         | " | "         |
| "                       | "         | " | "         |

1-2                      3-7                      8                      9-14

| 3 CODE |       |       |        |              |
|--------|-------|-------|--------|--------------|
| RFC    | Fund  | Dept  | Object | Amount       |
|        | 591   | 59105 | 020102 | \$112,625.52 |
|        |       |       |        | \$           |
|        |       |       |        | \$           |
|        |       |       |        | \$           |
|        |       |       |        | \$           |
| 15-17  | 18-20 | 21-25 | 26-31  | 32-41        |
|        |       |       |        | \$112,625.52 |
|        |       |       |        | TOTAL        |

|          |          |                                       |                            |
|----------|----------|---------------------------------------|----------------------------|
| <b>4</b> | PAY TO:  | <b>#02207</b>                         | TOTAL                      |
| <b>2</b> | <b>8</b> | First Name & Initial (NO PUNCTUATION) | 9-22                       |
|          |          | BRW Inc                               |                            |
|          |          | Last Name or Company Name             | 23-52                      |
|          |          | (Name - Continued)                    | 53-76                      |
| <b>3</b> | <b>8</b> | Address                               | 9-32                       |
|          |          | City                                  | State 33-54 Zip Code 55-59 |
|          |          | Soc Sec No<br>or<br>Fed Tax ID        | 60-71                      |

5 ON CHECK STUB PUT: 4 Partial Pymt #10; Inv. 66023; Midway Corridor Phase II  
8 9-60

5 Agreement PA270; Acct. 59105-020102; 6/30/92  
2 9-60

For Risk Management Use Only

6  
8

Last Name First Name

9-24

**6** SEND TO: Address \_\_\_\_\_  
 Use only if Payee and/or \_\_\_\_\_  
 Address differs from \_\_\_\_\_  
 Item 4 \_\_\_\_\_

7 List in this space and 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 K. Hesprege

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 Statute 15.165, but we will not be able to process this claim without it.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

PARTIAL PAYMENT NO.10

PREPARED BY: \_\_\_\_\_

PROJECT: MIDWAY CORRIDOR PHASE II PRELIMINARY ENGINEERING  
CONTRACT AGREEMENT NUMBER RCRRA/HCRRRA 91-001

ENTERED BY: \_\_\_\_\_

PROJECT COST CENTER: 59105

AGREEMENT NO: PA270

DATE: SEP 01 92

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 59108-020102

TOTAL VALUE OF WORK CERTIFIED - 30 JUN 92

LESS 5% RETAINAGE

AMOUNT DUE

LESS PREVIOUSLY APPROVED PAYMENTS:

PERCENT COMPLETED 40.4%

\$1,186,442.27

\$57,296.94

\$1,129,145.33

\$1,002,341.30

ALLOWABLE PAYMENT FOR THIS PARTIAL:

\$126,804.03

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.

9/11/92 *Kathryn Hefner*  
DATE DIRECTOR, KC REGIONAL RAILROAD PLANNING  
9/2/92 *Paul D. Wagner*  
DATE CONSULTANT

| PREVIOUS PARTIALS:     | RCRRA SHARE    | HCRRRA SHARE | TOTAL          |
|------------------------|----------------|--------------|----------------|
| PARTIAL PAYMENT NO. 1  | \$6,574.77     | \$837.38     | \$7,412.15     |
| PARTIAL PAYMENT NO. 2  | \$79,502.55    | \$9,652.13   | \$89,154.68    |
| PARTIAL PAYMENT NO. 3  | \$55,446.25    | \$7,034.53   | \$62,480.78    |
| PARTIAL PAYMENT NO. 4  | \$104,832.96   | \$12,889.89  | \$117,722.85   |
| PARTIAL PAYMENT NO. 5  | \$157,659.91   | \$19,533.38  | \$177,193.29   |
| PARTIAL PAYMENT NO. 6  | \$116,868.07   | \$14,573.17  | \$131,441.24   |
| PARTIAL PAYMENT NO. 7  | \$119,916.64   | \$15,519.39  | \$135,436.03   |
| PARTIAL PAYMENT NO. 8  | \$131,336.17   | \$15,238.93  | \$146,575.10   |
| PARTIAL PAYMENT NO. 9  | \$119,722.35   | \$15,202.83  | \$134,925.18   |
| PARTIAL PAYMENT NO.10  | \$112,625.52   | \$14,178.51  | \$126,804.03   |
| PARTIAL PAYMENT TOTAL: | \$1,004,485.19 | \$124,660.14 | \$1,129,145.33 |

SUMMARY OF AGREEMENT

ORIGINAL AGREEMENT AMOUNT: \$2,940,000.00  
LESS TOTAL PARTIAL PAYMENTS (INCLUDING THIS PAYMENT) \$1,129,145.33  
AMOUNT REMAINING ON AGREEMENT \$1,810,854.67



BRW INC.

Planning  
Transportation  
Engineering  
Urban Design

Thresher Square  
700 Third Street So.  
Minneapolis,  
MN 55415  
612/370-0700  
Fax 612/370-1378

Minneapolis  
Denver  
Phoenix  
Tucson  
San Diego  
Seattle  
Orlando

INVOICE  
66023

Ms. Kathryn DeSpiegelaere  
Ramsey County RRA  
316 Courthouse  
15 West Kellogg Boulevard  
St. Paul, MN 55102

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

DATE: June 30, 1992

JOB NO:1362

INVOICE PERIOD: June 1992  
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 II Preliminary Engineering for light rail transit in the Midway Corridor, in accord with Agreement No. RCRRA/HCRRRA 91-001.

| ITEM             | BILLED THIS<br>INVOICE      | PREVIOUSLY BILLED                   | TOTAL BILLING TO<br>DATE            |
|------------------|-----------------------------|-------------------------------------|-------------------------------------|
| RCRRA            | \$ 118,553.18               | \$ 936,671.63 <sup>67.88</sup>      | \$ 1,055,224.81 <sup>1.86</sup>     |
| LESS RETAINAGE   | <u>5,927.69<sup>6</sup></u> | <u>44,812.00<sup>88.21</sup></u>    | <u>50,739.69<sup>5.87</sup></u>     |
| DUE THIS BILLING | \$ 112,625.49 <sup>52</sup> | \$ 891,859.63 <sup>7</sup>          | \$ 1,004,485.12 <sup>9</sup>        |
| HCRRRA           | \$ 14,924.74                | \$ 116,296.47 <sup>5,814.84</sup>   | \$ 131,221.21 <sup>6,561.07</sup>   |
| LESS RETAINAGE   | <u>746.23</u>               | <u>4,202.50<sup>50</sup></u>        | <u>4,948.73<sup>73</sup></u>        |
| DUE THIS BILLING | \$ 14,178.51                | \$ 112,093.97 <sup>110,481.63</sup> | \$ 126,272.48 <sup>124,660.14</sup> |

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

BRW, INC.

Richard P. Wolsfeld  
Principal



# Memorandum



B R W INC.

**DATE:** July 28, 1992  
**TO:** Kathy DeSpeigelaere, RCRRA  
Ken Stevens, HCRRA  
**FROM:** Denny Probst  
**RE:** Midway Corridor  
Invoice Discrepancy Correction  
June 1992

Planning  
Transportation  
Engineering  
Urban Design

Thresher Square  
700 Third Street So.  
Minneapolis,  
MN 55415  
612/370-0700  
Fax 612/370-1378

Minneapolis  
Phoenix  
Denver  
St. Petersburg  
San Diego  
Seattle

Donald W. Ringrose  
Richard P. Wolsfeld  
Peter E. Jarvis  
Thomas F. Carroll  
Craig A. Amundsen  
Donald E. Hunt  
John B. McNamara  
Richard D. Pilgrim  
Dale N. Beckmann  
Jeffrey L. Benson  
Ralph C. Blum  
Gary J. Erickson  
John C. Lynch  
Paul N. Bay

This correspondence is intended to clarify and resolve a previous discrepancy in our invoicing which is corrected with this June 1992 invoice.

We had previously identified an error in our November 1991 invoice in which \$452.45 was incorrectly billed twice against Task 11. We noted in a subsequent invoice that you had overpaid \$429.83 (95% of \$452.45). The credit for this error was shown on the March 1992 invoice, but was entered incorrectly as \$448.70, rather than \$452.45. This resulted in a credit due of \$3.75, and with a 5% retainage, the discrepancy nets out to \$3.56. On your check dated June 23, 1992 (check #867597) you adjusted your payment by \$3.56 to reflect your credit due.

This invoice (June 1992) makes the final correction, a year-to-date adjustment of \$3.75/\$3.56 after retainage.

We are sorry for the confusion resulting from this billing error. Please contact us at your convenience if you have further questions or require additional information.

cc: Dick Wolsfeld  
Jennie Thatcher

DB/st/#1362



ATTACHMENT NUMBER 1 TO AGREEMENT RCRRRA/HCRRRA 91-001  
 COST DETERMINATION BY WORK TASK FOR RCRRRA AND HCRRRA  
 INVOICE PERIOD : JUNE 1992  
 FILENAME: 89003\_1

| WORK TASK                           |             |                    |              | RCRRRA |                   | HCRRRA |                   |
|-------------------------------------|-------------|--------------------|--------------|--------|-------------------|--------|-------------------|
|                                     | LABOR *     | DIRECT EXPENSES ** | TOTAL        | %      | ALLOCATION AMOUNT | %      | ALLOCATION AMOUNT |
| 1.0 PROJECT MANAGEMENT              | \$5,957.75  | \$10,284.60        | \$16,242.35  | 85%    | \$13,806.00       | 15%    | \$2,436.35        |
| 2.0 OPERATIONS PLAN                 | \$800.00    | (\$126.00)         | \$674.00     | 85%    | \$572.90          | 15%    | \$101.10          |
| 3.0 SYSTEMS ENGINEERING DESIGN      | \$0.00      | \$7,168.99         | \$7,168.99   | 90%    | \$6,452.09        | 10%    | \$716.90          |
| 4.0 CIVIL ENGINEERING DESIGN        | \$21,917.00 | \$43,076.03        | \$64,993.03  | 89%    | \$57,843.80       | 11%    | \$7,149.23        |
| ADD'L SERVICES (RCRRRA CONTINGENCY) | \$0.00      | \$0.00             | \$0.00       | 100%   | \$0.00            | 0%     | \$0.00            |
| 5.0 FACILITY DESIGN                 | \$21,846.25 | \$19,686.63        | \$41,532.88  | 90%    | \$37,379.59       | 10%    | \$4,153.29        |
| 6.0 VALUE ENGINEERING               | \$0.00      | \$0.00             | \$0.00       | 80%    | \$0.00            | 20%    | \$0.00            |
| 7.0 SYSTEM COST ESTIMATES           | \$0.00      | \$1,624.04         | \$1,624.04   | 85%    | \$1,380.43        | 15%    | \$243.61          |
| 8.0 ENVIRONMENTAL IMPACT MITIGN     | \$0.00      | \$0.00             | \$0.00       | 90%    | (\$0.01)          | 10%    | \$0.00            |
| ADD'L SERVICES (RCRRRA CONTINGENCY) | \$0.00      | \$0.00             | \$0.00       | 100%   | \$0.00            | 0%     | \$0.00            |
| 9.0 IMPLEMENTATION METHOD           | \$0.00      | \$0.00             | \$0.00       | 80%    | \$0.00            | 20%    | \$0.00            |
| 10.0 AGENCY COORDINATION            | \$0.00      | \$95.00            | \$95.00      | 90%    | \$85.50           | 10%    | \$9.50            |
| 11.0 COMMUNITY PARTICIPATION        | \$125.50    | \$1,022.14         | \$1,147.64   | 90%    | \$1,032.88        | 10%    | \$114.76          |
| ADD'L SERVICES (RCRRRA CONTINGENCY) | \$0.00      | \$0.00             | \$0.00       | 100%   | \$0.00            | 0%     | \$0.00            |
| TOTAL                               | \$50,646.50 | \$82,831.43        | \$133,477.93 |        | \$118,553.18      |        | \$14,924.74       |

BRW, INC.

JUNE 30, 1992  
INVOICE NO. DRAFT  
PROJECT NO. 1362B.01

MIDWAY PE GEOTECHNICAL

PROJECT NO. 1362A.40

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

PROFESSIONAL PERSONNEL

|                 | HOURS | RATE        | AMOUNT |
|-----------------|-------|-------------|--------|
| PRINCIPAL       |       |             |        |
| ERICKSON, GARY  | 3.0   | 145.00      | 435.00 |
| STAFF LEVEL III |       |             |        |
| HENDERSON, JANE | 0.4   | 37.50       | 15.00  |
| STAFF LEVEL II  |       |             |        |
| BUCKLEY, SUSAN  | 1.0   | 35.00       | 35.00  |
| TOTALS          | 4.4   |             | 485.00 |
|                 |       | TOTAL LABOR | 485.00 |

TOTAL THIS PROJECT \$ 485.00

BRW, INC.

INVOICE NO. DRAFT  
PROJECT NO. 1362B.01

MIDWAY PE GUIDEWAY+TRACK

PROJECT NO. 1362A.42

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

PROFESSIONAL PERSONNEL

|                    | HOURS | RATE   | AMOUNT    |
|--------------------|-------|--------|-----------|
| PRINCIPAL          |       |        |           |
| ERICKSON, GARY     | 38.5  | 145.00 | 5,582.50  |
| ASSOCIATE          |       |        |           |
| DAHL, KEITH        | 4.0   | 80.00  | 320.00    |
| STAFF LEVEL III    |       |        |           |
| LARSEN, CHRISTIAN  | 24.5  | 37.50  | 918.75    |
| STAFF LEVEL II     |       |        |           |
| JOHNSRUD, LARRY    | 143.3 | 35.00  | 5,715.50  |
| YOTTER, BARBARA JO | 10.8  | 35.00  | 378.00    |
| SUBTOTALS          | 174.1 |        | 6,093.50  |
| STAFF LEVEL V      |       |        |           |
| SANDERS, TOM       | 7.0   | 55.00  | 385.00    |
| TOTALS             | 248.1 |        | 13,299.75 |

TOTAL LABOR 13,299.75

TOTAL THIS PROJECT \$ 13,299.75

MIDWAY PE UTILITIES

PROJECT NO. 1362A.43

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

PROFESSIONAL PERSONNEL

|                | HOURS | RATE   | AMOUNT |
|----------------|-------|--------|--------|
| PRINCIPAL      |       |        |        |
| ERICKSON, GARY | 3.0   | 145.00 | 435.00 |
| TOTAL LABOR    |       |        | 435.00 |

TOTAL THIS PROJECT \$ 435.00

BRW, INC.

INVOICE NO. DRAFT  
PROJECT NO. 1362B.01

MIDWAY PERIGHT-OF-WAY

PROJECT NO. 1362A.46

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

PROFESSIONAL PERSONNEL

|                | HOURS | RATE   | AMOUNT |
|----------------|-------|--------|--------|
| PRINCIPAL      |       |        |        |
| ERICKSON, GARY | 4.5   | 145.00 | 652.50 |
| ASSOCIATE      |       |        |        |
| DAHL, KEITH    | 2.0   | 80.00  | 160.00 |
| TOTALS         | 6.5   |        | 812.50 |

TOTAL LABOR 812.50

TOTAL THIS PROJECT \$ 812.50

MIDWAY PE STREET/SIGNAL

PROJECT NO. 1362A.47

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

PROFESSIONAL PERSONNEL

|                | HOURS | RATE   | AMOUNT |
|----------------|-------|--------|--------|
| PRINCIPAL      |       |        |        |
| ERICKSON, GARY | 5.5   | 145.00 | 797.50 |
| TOTAL LABOR    |       |        | 797.50 |

TOTAL THIS PROJECT \$ 797.50



BRW, INC.

INVOICE NO. DRAFT  
PROJECT NO. 1362B.01

MIDWAY PE MNDOT/FHNA MTG

PROJECT NO. 1362A.48

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

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PROFESSIONAL PERSONNEL

|                      | HOURS | RATE   | AMOUNT   |
|----------------------|-------|--------|----------|
| PRINCIPAL            |       |        |          |
| ERICKSON, GARY       | 4.0   | 145.00 | 580.00   |
| STAFF LEVEL IV       |       |        |          |
| PATRICK, CHRISTOPHER | 3.5   | 45.00  | 157.50   |
| STAFF LEVEL III      |       |        |          |
| MARKUS, KONSTITINE   | 3.0   | 37.50  | 112.50   |
| NGUYEN, CUC          | 2.0   | 37.50  | 75.00    |
| SUBTOTALS            | 5.0   |        | 187.50   |
| STAFF LEVEL II       |       |        |          |
| HAMRICK, CLAUDIA     | 0.6   | 35.00  | 21.00    |
| JOHNSRUD, LARRY      | 10.2  | 35.00  | 357.00   |
| POON, KWAI           | 1.5   | 35.00  | 52.50    |
| RAUCH, ILO           | 32.5  | 35.00  | 1,137.50 |
| SUBTOTALS            | 44.8  |        | 1,568.00 |
| STAFF LEVEL V        |       |        |          |
| SANDERS, TOM         | 23.3  | 55.00  | 1,281.50 |
| TOTALS               | 80.6  |        | 3,774.50 |

TOTAL LABOR 3,774.50

TOTAL THIS PROJECT \$ 3,774.50

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MIDWAY PE COMMTTY PARTIC

PROJECT NO. 1362B.05

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

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BRW, INC.

INVOICE NO. DRAFT  
PROJECT NO. 1362B.01

## PROFESSIONAL PERSONNEL

|                    | HOURS | RATE  | AMOUNT |
|--------------------|-------|-------|--------|
| CONSULTANT I       |       |       |        |
| HINIKER, CHRISTIAN | 2.2   | 47.50 | 104.50 |
| STAFF LEVEL II     |       |       |        |
| HAWKINSON, TOM     | 0.6   | 35.00 | 21.00  |
| TOTALS             | 2.8   |       | 125.50 |

TOTAL LABOR 125.50

TOTAL THIS PROJECT \$ 125.50

## MIDWAY PE PROJECT MGMT

PROJECT NO. 1362B.10

## PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

## PROFESSIONAL PERSONNEL

|                    | HOURS | RATE   | AMOUNT   |
|--------------------|-------|--------|----------|
| PRINCIPAL          |       |        |          |
| WOLSFELD, RICHARD  | 19.0  | 145.00 | 2,755.00 |
| CONSULTANT I       |       |        |          |
| HINIKER, CHRISTIAN | 34.0  | 47.50  | 1,615.00 |
| LAYER, JULIE       | 1.9   | 47.50  | 90.25    |
| THATCHER, JENNIE   | 17.2  | 47.50  | 817.00   |
| STAFF LEVEL III    |       |        |          |
| BEYER, GINA        | 3.0   | 37.50  | 112.50   |
| RONHOVDE, NANCY    | 3.2   | 37.50  | 120.00   |
| STAFF LEVEL II     |       |        |          |
| HAMRICK, CLAUDIA   | 2.4   | 35.00  | 84.00    |
| HAWKINSON, TOM     | 2.0   | 35.00  | 70.00    |
| ROBERTS, SUSAN     | 8.4   | 35.00  | 294.00   |
| TOTALS             | 91.1  |        | 5,957.75 |

TOTAL LABOR 5,957.75

TOTAL THIS PROJECT \$ 5,957.75

BRW, INC.

INVOICE NO. DRAFT  
PROJECT NO. 1362B.01

MIDWAY PE OPERATIONS PLN

PROJECT NO. 1362B.20

## PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

## PROFESSIONAL PERSONNEL

|                | HOURS | RATE               | AMOUNT    |
|----------------|-------|--------------------|-----------|
| ASSOCIATE      |       |                    |           |
| MOORE, DOUGLAS | 10.0  | 80.00              | 800.00    |
|                |       | TOTAL LABOR        | 800.00    |
|                |       |                    | =====     |
|                |       | TOTAL THIS PROJECT | \$ 800.00 |
|                |       |                    | =====     |

MIDWAY PE STREET/SIGNAL

PROJECT NO. 1362B.47

## PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

## PROFESSIONAL PERSONNEL

|                  | HOURS | RATE  | AMOUNT   |
|------------------|-------|-------|----------|
| CONSULTANT II    |       |       |          |
| RUSCO, BRENT     | 18.5  | 57.50 | 1,063.75 |
| SMITH, WILLIAM   | 15.0  | 57.50 | 862.50   |
| SUBTOTALS        | 33.5  |       | 1,926.25 |
| STAFF LEVEL III  |       |       |          |
| HENDERSON, JANE  | 1.8   | 37.50 | 67.50    |
| STAFF LEVEL II   |       |       |          |
| HAMRICK, CLAUDIA | 0.8   | 35.00 | 28.00    |
| ROBERTS, SUSAN   | 0.4   | 35.00 | 21.00    |
| SUBTOTALS        | 1.4   |       | 49.00    |
| SR. ASSOCIATE    |       |       |          |
| PRESTON, HOWARD  | 3.0   | 90.00 | 270.00   |
| TOTALS           | 39.7  |       | 2,312.75 |

TOTAL LABOR 2,312.75

TOTAL THIS PROJECT \$ 2,312.75

BRW, INC.

INVOICE NO. DRAFT  
PROJECT NO. 1342B.01

MIDWAY PE STATN SITE D D

PROJECT NO. 1342B.51

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

PROFESSIONAL PERSONNEL

|                   | HOURS | RATE               | AMOUNT    |
|-------------------|-------|--------------------|-----------|
| PRINCIPAL         |       |                    |           |
| WOLSFELD, RICHARD | 2.0   | 145.00             | 290.00    |
|                   |       | TOTAL LABOR        | 290.00    |
|                   |       | TOTAL THIS PROJECT | \$ 290.00 |

MIDWAY PE DWNT STP MALL

PROJECT NO. 1342B.55

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

PROFESSIONAL PERSONNEL

|                   | HOURS | RATE               | AMOUNT      |
|-------------------|-------|--------------------|-------------|
| PRINCIPAL         |       |                    |             |
| WOLSFELD, RICHARD | 8.0   | 145.00             | 1,160.00    |
|                   |       | TOTAL LABOR        | 1,160.00    |
|                   |       | TOTAL THIS PROJECT | \$ 1,160.00 |



BRW, INC.

INVOICE NO. DRAFT  
PROJECT NO. 13628.01

MIDWAY PE STATION AREAS

PROJECT NO. 1362C.50

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

PROFESSIONAL PERSONNEL

|                 | HOURS | RATE               | AMOUNT      |
|-----------------|-------|--------------------|-------------|
| STAFF LEVEL III |       |                    |             |
| WICKLUND, DAVID | 18.5  | 37.50              | 693.75      |
| SR. ASSOCIATE   |       |                    |             |
| PAKALNS, ARIJS  | 24.0  | 90.00              | 2,160.00    |
| TOTALS          | 42.5  |                    | 2,853.75    |
|                 |       | TOTAL LABOR        | 2,853.75    |
|                 |       | TOTAL THIS PROJECT | \$ 2,853.75 |

MIDWAY PE STATN SITE D D

PROJECT NO. 1362C.51

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

PROFESSIONAL PERSONNEL

|                 | HOURS | RATE               | AMOUNT    |
|-----------------|-------|--------------------|-----------|
| STAFF LEVEL III |       |                    |           |
| RAMBERG, JEFF   | 4.7   | 37.50              | 176.25    |
| WICKLUND, DAVID | 13.5  | 37.50              | 506.25    |
| SUBTOTALS       | 18.2  |                    | 682.50    |
|                 |       | TOTAL LABOR        | 682.50    |
|                 |       | TOTAL THIS PROJECT | \$ 682.50 |

BRW, INC.

INVOICE NO. DRAFT  
PROJECT NO. 1362B.01

MIDWAY PE STATN STRUCTRS

PROJECT NO. 1362C.53

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

PROFESSIONAL PERSONNEL

|                | HOURS | RATE        | AMOUNT |
|----------------|-------|-------------|--------|
| SR. ASSOCIATE  |       |             |        |
| PAKALNS, ARIJS | 4.0   | 90.00       | 360.00 |
|                |       |             |        |
|                |       | TOTAL LABOR | 360.00 |

TOTAL THIS PROJECT \$ 360.00

MIDWAY PE DWNTN STP MALL

PROJECT NO. 1362C.55

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1992

PROFESSIONAL PERSONNEL

|                 | HOURS | RATE        | AMOUNT   |
|-----------------|-------|-------------|----------|
| STAFF LEVEL III |       |             |          |
| WICKLUND, DAVID | 1.0   | 37.50       | 37.50    |
|                 |       |             |          |
| SR. ASSOCIATE   |       |             |          |
| PAKALNS, ARIJS  | 22.0  | 90.00       | 1,980.00 |
|                 |       |             |          |
| TOTALS          | 23.0  |             | 2,017.50 |
|                 |       | TOTAL LABOR | 2,017.50 |

TOTAL THIS PROJECT \$ 2,017.50

BRW, INC.

INVOICE NO. DRAFT  
PROJECT NO. 1342B.01

MIDWAY PE PRESENTATIONS

PROJECT NO. 1342C.58

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1972

PROFESSIONAL PERSONNEL

|                      | HOURS | RATE  | AMOUNT  |
|----------------------|-------|-------|---------|
| MALLOY, STEPHEN      | 28.5  | 67.50 | 1923.75 |
| NORD-SHEPTAK, CANDIS | 15.0  | 45.00 | 675.00  |
| PAKALNS, ARIJS       | 81.0  | 90.00 | 7290.00 |
| WICKLUND, DAVID      | 119.5 | 37.50 | 4481.25 |
| ZIMMERMAN, MARK      | 3.0   | 37.50 | 112.50  |

TOTALS 247.0

TOTAL LABOR 14,482.50

TOTAL THIS PROJECT \$ .00

INVOICE SUMMARY

TOTAL LABOR 36,199.00

TOTAL THIS INVOICE 36,199.00

ATTACHMENT B - DIRECT COST AND SUBCONTRACTORS

AGREEMENT NO RCRRA/HCRRA-91001  
INVOICE PERIOD : JUNE 1992  
FILENAME: MIDWAYII\_B

OTHER DIRECT NON-SALARY COSTS

|                          |          |
|--------------------------|----------|
| BRW GRAPHIC REPRODUCTION | \$196.20 |
| TRAVEL/AUTO/MILEAGE      | 43.61    |
| FREIGHT/DELIVERY         | 83.89    |
| OUTSIDE TEMPORARY HELP   | 61.36    |

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|       |          |
|-------|----------|
| TOTAL | \$385.06 |
|-------|----------|

SUBCONTRACTORS

---

|                      |             |
|----------------------|-------------|
| BECHTEL CORPORATION  | \$4,152.72  |
| BRW ARCHITECTS, INC. | \$30,755.12 |
| LTK                  | \$10,374.99 |
| TKDA                 | \$37,163.54 |

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|       |             |
|-------|-------------|
| TOTAL | \$82,446.37 |
|-------|-------------|

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TOTAL EXPENSES	\$82,831.43
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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

5

<u>Regional Railroad Authority</u> <u>Originating Department</u> <u><i>F. L. Blendman</i></u> <u>10/1/92</u> <u>Authorized Signature</u> <u>Date</u>	<u>Board Action Requested</u> Ratify Partial Payment No. 11 to BRW, Inc. in the amount of \$60,970.33 for the Midway Corridor Phase II Preliminary Engineering. <u>ACTION IS REQUESTED</u>
---	---

Request Justification

Ramsey County Regional Railroad Authority has contracted the professional services of BRW, Inc. for the purposes of conducting Midway Corridor Phase II Preliminary Engineering studies. Contract RCRRA/HCRRA 91-001 governs the performance of services and terms of payment. Payment in the total amount of \$60,970.33 for the period ending July 31, 1992, has been issued in accordance with contract provisions and Rail Authority Resolution No. R91 . Payment documentation is being submitted for ratification in compliance with the latter.

- Attachments are:
- 1) Proposed resolution
 - 2) Accounts Payable form and Partial Payment No. 11
 - 3) BRW, Inc. Invoice No. 66232 and attachments

<u>Budgeting and Accounting</u> <u><i>Ed Blawie</i></u> <u>County Attorney</u> <u><i>Don Mac Miller</i></u> <u>Risk Manager</u> <u>Data Processing</u> <u>Previous Action taken on Request</u>	<u>Date / Time</u> <u>Received By</u>
--	--

Comments / Recommendation

Documentation certified complete for:

<u>Committee / Meeting Date</u>	<u>Signature</u>	<u>Date</u>
<u>Committee / Meeting Date</u> October 13, 1992	<u>Signature</u> <u><i>F. L. Blendman</i></u>	<u>Date</u> 10/1/92
<u>Board Date</u>	<u>Signature</u>	<u>Date</u>



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 Midway Corridor Phase II Preliminary Engineering studies; and

WHEREAS, Ramsey County Regional Railroad Authority Agreement Number RCRRA/HCRRA 91-001, 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 July 31, 1992; and

WHEREAS, To ensure timely payment for services rendered in accordance with Agreement No. RCRRA/HCRRA 91-001, the Ramsey County Regional Railroad Authority authorized (Resolution R91-) 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 R91- 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. 66232, Partial Payment No. 11, and attachments thereto, provide the correct documentation of payments due BRW, Inc. through July 31, 1992; Now, Therefore, Be It

RESOLVED, Payment to BRW, Inc. in the amount of \$60,970.33 for Ramsey County Regional Railroad Authority's share of services rendered through July 31, 1992, is hereby ratified.

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary

ACCOUNTS PAYABLE

COMPUTER INPUT
PLEASE TYPE OR
PRINT PLAINLY

1 CHARGE TO: Department Regional Rail Authority Date: 9/16/92

2 APPROPRIATION ITEM: Consulting Services Warrant No. _____
(ASSIGNED BY B&A ONLY)

For Accounting Use Only			
	Claim No.		Date Paid
CA	PA270	1	
11	11	11	11
11	11	11	11
11	11	11	11
11	11	11	11

3 CODE				
RFC	Fund	Dept	Object	Amount
	591	59105	020102	\$ 60,970.33
				\$
				\$
				\$
				\$
15-17	18-20	21-25	26-31	32-41
				\$ 60,970.33
				TOTAL

PAY TO: *02207
 First Name & Initial (NO PUNCTUATION) 9-22
 BRW
 Last Name or Company Name 23-52

(Name - Continued) 53-76
 Address 9-32
 City State 33-54 Zip Code 55-59
 Soc Sec No _____
 or
 Fed Tax ID _____ 60-71

5 ON CHECK STUB PUT: 4 Partial Pymt #11; Inv. 66232; Midway Corridor Phase II
8 9-60
5 Agreement PA270; Acct. 59105-020102; 7/31/92
8 9-60

For Risk Management Use Only

6 8 9-24

Last Name First Name

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

7 List in this space and 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 *[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 Statute 15.165, but we will not be able to process this claim without it.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

PARTIAL PAYMENT NO.11

PREPARED BY: _____

PROJECT: MIDWAY CORRIDOR PHASE II PRELIMINARY ENGINEERING
CONTRACT AGREEMENT NUMBER RCRRRA/HCRRRA 91-001

ENTERED BY: _____

PROJECT COST CENTER: 59105

AGREEMENT NO: PA270

DATE: SEP 15 92

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 59105-020102

PERCENT COMPLETED 42.8%

TOTAL VALUE OF WORK CERTIFIED - 30 JUL 92

\$1,259,092.30

LESS 5% RETAINAGE

\$60,929.45

AMOUNT DUE

\$1,198,162.85

LESS PREVIOUSLY APPROVED PAYMENTS:

\$1,129,145.33

ALLOWABLE PAYMENT FOR THIS PARTIAL:

\$69,017.52

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.

9/16/92
DATE

[Signature]
DIRECTOR, RC REGIONAL RAILROAD PLANNING

9/16/92
DATE

[Signature]
CONSULTANT

PREVIOUS PARTIALS:	RCRRRA SHARE	HCRRRA SHARE	TOTAL
PARTIAL PAYMENT NO. 1	\$6,574.77	\$837.38	\$7,412.15
PARTIAL PAYMENT NO. 2	\$79,502.55	\$9,652.13	\$89,154.68
PARTIAL PAYMENT NO. 3	\$55,446.25	\$7,034.53	\$62,480.78
PARTIAL PAYMENT NO. 4	\$104,832.96	\$12,889.89	\$117,722.85
PARTIAL PAYMENT NO. 5	\$157,659.91	\$19,533.38	\$177,193.29
PARTIAL PAYMENT NO. 6	\$116,868.07	\$14,573.17	\$131,441.24
PARTIAL PAYMENT NO. 7	\$119,916.64	\$15,519.39	\$135,436.03
PARTIAL PAYMENT NO. 8	\$131,336.17	\$15,238.93	\$146,575.10
PARTIAL PAYMENT NO. 9	\$119,722.35	\$15,202.83	\$134,925.18
PARTIAL PAYMENT NO.10	\$112,625.52	\$14,178.51	\$126,804.03
PARTIAL PAYMENT NO.11	\$60,970.33	\$8,047.19	\$69,017.52
PARTIAL PAYMENT TOTAL:	\$1,065,455.52	\$132,707.33	\$1,198,162.85

SUMMARY OF AGREEMENT

ORIGINAL AGREEMENT AMOUNT: \$2,940,000.00
LESS TOTAL PARTIAL PAYMENTS (INCLUDING THIS PAYMENT) \$1,198,162.85

AMOUNT REMAINING ON AGREEMENT \$1,741,837.15



BRW INC.

Planning
Transportation
Engineering
Urban Design

Thresher Square
700 Third Street So.
Minneapolis.
MN 55415
612/370-0700
Fax 612/370-1378

Minneapolis
Denver
Phoenix
Tucson
San Diego
Seattle
Orlando

INVOICE
66232

Ms. Kathryn DeSpiegelaere
Ramsey County RRA
316 Courthouse
15 West Kellogg Boulevard
St. Paul, MN 55102

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

DATE: July 31, 1992
JOB NO:1362

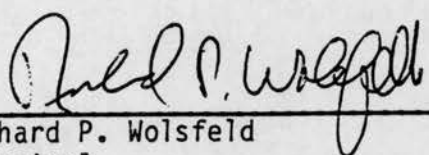
INVOICE PERIOD: July 1992
FEDERAL TAX ID NUMBER: 41-1625272

For professional services provided to the Ramsey County Regional Railroad Authority and the Hennepin County Regional Railroad Authority in preparation of Phase II Preliminary Engineering for light rail transit in the Midway Corridor, in accord with Agreement No. RCRRA/HCRRRA 91-001.

ITEM	BILLED THIS INVOICE	PREVIOUSLY BILLED	TOTAL BILLING TO DATE
RCRRA	\$ 64,179.29	\$ 1,055,224.81 ^{4.06}	\$ 1,119,404.10 ^{2.35}
LESS RETAINAGE	<u>3,208.96</u>	<u>50,739.69^{5.87}</u>	<u>53,948.65^{4.83}</u>
DUE THIS BILLING	\$ 60,970.33	\$ 1,004,485.12 ⁹	\$ 1,065,455.45 ⁵²
HCRRRA	\$ 8,470.74	\$ 131,221.21 ^{6,561.07}	\$ 139,691.95 ^{6,984.60}
LESS RETAINAGE	<u>423.55</u>	<u>4,948.73^{4,948.73}</u>	<u>5,372.28^{5,372.28}</u>
DUE THIS BILLING	\$ 8,047.19	\$ 126,272.48 ^{4,660.14}	\$ 134,319.67 ^{2,707.33}

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

BRW, INC.


Richard P. Wolsfeld
Principal

ATTACHMENT NUMBER 1 TO AGREEMENT RCRRRA/HCRRRA 91001
 COST DETERMINATION BY WORK TASK FOR RCRRRA AND HCRRRA
 INVOICE PERIOD : JULY 1992
 FILENAME: 89003_1

JOB NUMBER	LABOR	DIRECT EXPENSES	SUBCONSULTANT RETAINAGE	TOTAL	LESS RETAINAGE	TOTAL SALES	%	RCRRRA	%	HCRRRA
1362-A-01				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-A-05				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-A-39				0.00	0.00	0.00	100%	0.00	0%	0.00
1362-A-40	401.25			401.25	20.06	381.19	89%	339.26	11%	41.93
1362-A-41	3,018.21			3,018.21	150.91	2,867.30	89%	2,551.90	11%	315.40
1362-A-42	9,357.50	3,528.02	184.83	13,070.35	653.52	12,416.83	89%	11,050.98	11%	1,365.85
1362-A-43	217.50	11,591.22	610.06	12,418.78	620.94	11,797.84	89%	10,500.08	11%	1,297.76
1362-A-44		62.22	3.28	65.50	3.28	62.22	89%	55.38	11%	6.84
1362-A-45		5,646.18	297.16	5,943.34	297.17	5,646.17	89%	5,025.09	11%	621.08
1362-A-46				0.00	0.00	0.00	89%	0.00	11%	0.00
1362-A-47	1,852.50			1,852.50	92.63	1,759.87	89%	1,566.28	11%	193.59
1362-A-48	1,152.75			1,152.75	57.64	1,095.11	89%	974.65	11%	120.46
1362-A-49	1,232.50			1,232.50	61.63	1,170.87	89%	1,042.07	11%	128.80
1362-A-70				0.00	0.00	0.00	85%	0.00	15%	0.00
1362-A-81				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-A-84				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-A-85				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-A-86				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-01		127.19	4.75	131.94	6.60	125.34	90%	112.81	10%	12.53
1362-B-05	995.00			995.00	49.75	945.25	90%	850.73	10%	94.52
1362-B-06				0.00	0.00	0.00	100%	0.00	0%	0.00
1362-B-10	5,479.50	7,996.34	409.82	13,885.66	694.28	13,191.38	85%	11,212.67	15%	1,978.71
1362-B-20				0.00	0.00	0.00	85%	0.00	15%	0.00
1362-B-21		9.15		9.15	0.46	8.69	85%	7.39	15%	1.30
1362-B-30		46.33	2.44	48.77	2.44	46.33	90%	41.70	10%	4.63
1362-B-47	270.00	13.00		283.00	14.15	268.85	89%	239.28	11%	29.57
1362-B-50				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-51		518.94	27.31	546.25	27.31	518.94	90%	467.05	10%	51.89
1362-B-52	290.00			290.00	14.50	275.50	90%	247.95	10%	27.55
1362-B-53		993.94	52.31	1,046.25	52.31	993.94	90%	894.55	10%	99.39
1362-B-54				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-55		361.00	19.00	380.00	19.00	361.00	90%	324.90	10%	36.10
1362-B-60				0.00	0.00	0.00	80%	0.00	20%	0.00
1362-B-70		2,215.95	116.63	2,332.58	116.63	2,215.95	85%	1,883.58	15%	332.39
1362-B-80				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-81				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-83				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-84				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-85				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-86				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-87				0.00	0.00	0.00	100%	0.00	0%	0.00
1362-C-01	543.75			543.75	27.19	516.56	90%	464.90	10%	51.66
1362-C-05	206.25			206.25	10.31	195.94	90%	176.35	10%	19.59
1362-C-50				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-51	768.75			768.75	38.44	730.31	90%	657.28	10%	73.03
1362-C-52				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-53				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-54				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-55				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-56				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-57				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-58	11,082.50	945.00		12,027.50	601.38	11,426.12	90%	10,283.51	10%	1,142.61
1362-C-70				0.00	0.00	0.00	85%	0.00	15%	0.00
1362-C-81				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-82				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-84				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-85				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-86				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-90				0.00	0.00	0.00	80%	0.00	20%	0.00
TOTAL	36,867.96	34,054.48	1,727.59	72,650.03	3,632.53	69,017.50		60,970.32		8,047.18
			ADDITION CHECKS	>>>>	----->	69,017.50				
						69,017.50	<-----<<<<			
TOTAL EXPENSE		35,782.07								

WORK TASK				RCRRRA		HCRRRA	
	LABOR *	DIRECT EXPENSES **	TOTAL	%	ALLOCATION AMOUNT	%	ALLOCATION AMOUNT
1.0 PROJECT MANAGEMENT	\$5,479.50	\$8,406.16	\$13,885.66	85%	\$11,802.81	15%	\$2,082.85
2.0 OPERATIONS PLAN	\$0.00	\$9.15	\$9.15	85%	\$7.78	15%	\$1.37
3.0 SYSTEMS ENGINEERING DESIGN	\$0.00	\$48.77	\$48.77	90%	\$43.89	10%	\$4.88
4.0 CIVIL ENGINEERING DESIGN	\$17,502.21	\$21,935.97	\$39,438.18	89%	\$35,099.98	11%	\$4,338.20
ADD'L SERVICES (RCRRRA CONTINGENCY)	\$0.00	\$0.00	\$0.00	100%	\$0.00	0%	\$0.00
5.0 FACILITY DESIGN	\$12,141.25	\$2,917.50	\$15,058.75	90%	\$13,552.88	10%	\$1,505.87
6.0 VALUE ENGINEERING	\$0.00	\$0.00	\$0.00	80%	\$0.00	20%	\$0.00
7.0 SYSTEM COST ESTIMATES	\$0.00	\$2,332.58	\$2,332.58	85%	\$1,982.69	15%	\$349.89
8.0 ENVIRONMENTAL IMPACT MITIGN	\$0.00	\$0.00	\$0.00	90%	\$0.00	10%	\$0.00
ADD'L SERVICES (RCRRRA CONTINGENCY)	\$0.00	\$0.00	\$0.00	100%	\$0.00	0%	\$0.00
9.0 IMPLEMENTATION METHOD	\$0.00	\$0.00	\$0.00	80%	\$0.00	20%	\$0.00
10.0 AGENCY COORDINATION	\$543.75	\$131.94	\$675.69	90%	\$608.12	10%	\$67.57
11.0 COMMUNITY PARTICIPATION	\$1,201.25	\$0.00	\$1,201.25	90%	\$1,081.13	10%	\$120.12
ADD'L SERVICES (RCRRRA CONTINGENCY)	\$0.00	\$0.00	\$0.00	100%	\$0.00	0%	\$0.00
TOTAL	\$36,867.96	\$35,782.07	\$72,650.03		\$64,179.28		\$8,470.75

PROJECT BUDGET STATUS REPORT

WORK TASK	BUDGET	SPENT THIS PERIOD	SPENT TO DATE	AMOUNT REMAINING	% SPENT	% RCRRA	RCRRA AMOUNT	% HCRRA	HCRRA AMOUNT	COMMENTS
TASK 1.0 - ADMINISTRATION	\$280,000	\$13,658	\$191,035	\$88,965	68%	85%	\$162,380	15%	\$28,655	
TASK 2.0 - OPERATIONS	\$80,000	\$9	\$16,933	\$63,067	21%	85%	\$14,393	15%	\$2,540	
TASK 3.0 - SYSTEMS DESIGN	\$210,000	\$49	\$18,992	\$191,008	9%	90%	\$17,092	10%	\$1,899	
TASK 4.0 - CIVIL DESIGN	\$1,240,000	\$39,438	\$478,524	\$761,476	39%	89%	\$425,886	11%	\$52,638	
TASK 4.0 - ADD'L SERVICES RCRRA CONTINGENCY	\$3,200	\$3,200	\$3,200	\$0	100%	100%	\$3,200	0%	\$0	+\$3,200 ALLOCATION PER 2/14/92 LETTER
TASK 5.0 - FACILITY DESIGN	\$480,000	\$15,059	\$381,767	\$98,233	80%	90%	\$343,590	10%	\$38,177	-\$30,000 ALLOCATION PER 2/14/92 LETTER
TASK 6.0 - VALUE ENGINEERING	\$25,000	\$0	\$0	\$25,000	0%	80%	\$0	20%	\$0	
TASK 7.0 - COST ESTIMATES	\$30,000	\$2,560	\$16,901	\$13,099	56%	85%	\$14,366	15%	\$2,535	
TASK 8.0 - ENVIRONMENTAL IMPACT MITIGATION	\$115,000	\$0	\$104,610	\$10,390	91%	90%	\$94,149	10%	\$10,461	+\$30,000 ALLOCATION PER 2/14/92 LETTER
TASK 8.0 - ADD'L SERVICES RCRRA CONTINGENCY	\$10,500	\$10,500	\$10,500	\$0	100%	100%	\$10,500	0%	\$0	+\$10,500 ALLOCATION PER 2/14/92 LETTER
TASK 9.0 - IMPLEMENTATION METHOD/MANAGEMENT	\$10,000	\$0	\$0	\$10,000	0%	80%	\$0	20%	\$0	

WORK TASK	BUDGET	SPENT THIS PERIOD	SPENT TO DATE	AMOUNT REMAINING	% SPENT	% RCRRA	RCRRA AMOUNT	% HCRRA	HCRRA AMOUNT	COMMENTS
TASK 10.0 - AGENCY COORD.	\$55,000	\$676	\$15,157	\$39,843	28%	90%	\$13,641	10%	\$1,516	
TASK 11.0 - PARTICIPATION/ COMMUNICATION	\$145,000	\$1,201	\$21,025	\$123,975	15%	90%	\$19,575	10%	\$1,450	
SUBTOTAL	\$2,683,700	\$72,650	\$1,258,644	\$1,425,056	47%	89%	\$1,115,573	11%	\$139,871	
CONTINGENCY	\$256,300			\$256,300						-\$13,700 ALLOCATION PER 2/14/92 LETTER
TOTAL	\$2,940,000	\$72,650	\$1,258,644	\$1,681,356	43%	89%	\$1,115,573	11%	\$139,871	

MIDWAY PE BUDGET HISTORY

WORK TASK	ORIGINAL CONTRACT AMOUNT	2/14/92 LETTER #1	2/14/92 LETTER #2	2/14/92 LETTER #3	TOTAL
TASK 1.0	\$280,000				\$280,000
TASK 2.0	\$80,000				\$80,000
TASK 3.0	\$210,000				\$210,000
TASK 4.0	\$1,240,000			\$3,200	\$1,243,200
TASK 5.0	\$510,000	(\$30,000)			\$480,000
TASK 6.0	\$25,000				\$25,000
TASK 7.0	\$30,000				\$30,000
TASK 8.0	\$85,000	\$30,000	\$10,500		\$125,500
TASK 9.0	\$10,000				\$10,000
TASK 10.0	\$55,000				\$55,000
TASK 11.0	\$145,000				\$145,000
SUBTOTAL	\$2,670,000	\$0	\$10,500	\$3,200	\$2,683,700
CONTINGENCY	\$270,000		(\$10,500)	(\$3,200)	\$256,300
TOTAL	\$2,940,000	\$0	\$0	\$0	\$2,940,000

cc: Dick Wolsfeld
Jennie Thatcher
File: Midway 15.1

BRW, INC.

JULY 31, 1992
INVOICE NO. DRAFT
PROJECT NO. 1362B.01

MIDWAY PE GEOTECHNICAL

PROJECT NO. 1362A.40

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	2.5	145.00	362.50
STAFF LEVEL III			
HENDERSON, JANE	0.1	37.50	3.75
STAFF LEVEL II			
BUCKLEY, SUSAN	1.0	35.00	35.00
TOTALS	3.6		401.25
		TOTAL LABOR	401.25
		TOTAL THIS PROJECT	\$ 401.25

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1362B.01

MIDWAY PE SURVEYS/MAPPING

PROJECT NO. 1362A.41

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1972

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	1.0	145.00	145.00
STAFF LEVEL IV			
HOLKER, THOMAS	7.5	45.00	337.50
STAFF LEVEL III			
BECKER, RICHARD	0.5	37.50	18.75
WHEELER, CHRISTOPHER	0.5	37.50	18.75
SUBTOTALS	1.0		37.50
STAFF LEVEL II			
JOHNSRUD, LARRY	3.0	35.00	105.00
SUNDQUIST, PAUL	1.0	35.00	35.00
SUBTOTALS	4.0		140.00
3 PRSN FIELD PTY			
BECKER, RICHARD	8.0	31.67	253.36
SUNDQUIST, PAUL	8.0	31.67	253.36
WOLSFELD, MATTHEW	8.0	31.67	253.36
SUBTOTALS	24.0		760.08
2 PRSN FIELD PTY			
BECKER, RICHARD	18.5	36.25	670.63
SUNDQUIST, PAUL	18.0	36.25	652.50
SUBTOTALS	36.5		1,323.13
STAFF LEVEL V			
VINCENT, DAVID	5.0	55.00	275.00
TOTALS	79.0		3,018.21

TOTAL LABOR 3,018.21

TOTAL THIS PROJECT \$ 3,018.21

=====

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1362B.01

MIDWAY PE GUIDEWAY+TRACK

PROJECT NO. 1362A.42

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	23.5	145.00	3,407.50
STAFF LEVEL II			
BUCKLEY, SUSAN	2.0	35.00	70.00
JOHNSRUD, LARRY	126.0	35.00	4,410.00
RAUCH, ILO	42.0	35.00	1,470.00
SUBTOTALS	170.0		5,950.00
TOTALS	193.5		9,357.50

TOTAL LABOR 9,357.50

TOTAL THIS PROJECT \$ 9,357.50

MIDWAY PE UTILITIES

PROJECT NO. 1362A.43

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	1.5	145.00	217.50
TOTAL LABOR			217.50

TOTAL THIS PROJECT \$ 217.50

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1362B.01

MIDWAY PE STREET/SIGNAL

PROJECT NO. 1362A.47

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	5.0	145.00	725.00
STAFF LEVEL V			
SANDERS, TOM	20.5	55.00	1,127.50
TOTALS	25.5		1,852.50
		TOTAL LABOR	1,852.50

TOTAL THIS PROJECT \$ 1,852.50

MIDWAY PE MNDOT/FHNA MTG

PROJECT NO. 1362A.48

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	2.0	145.00	290.00
STAFF LEVEL IV			
PATRICK, CHRISTOPHER	9.5	45.00	427.50
STAFF LEVEL III			
ELLINGSON, RITCH	3.5	37.50	131.25
NAGAN, CAROL	4.0	37.50	150.00
SUBTOTALS	7.5		281.25
STAFF LEVEL II			
RAUCH, ILO	0.5	35.00	17.50
STAFF LEVEL I			
GROSS, ROBERT	2.0	27.00	54.00

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1362B.01

STAFF LEVEL V			
BARTEL, DAVID	1.5	55.00	82.50
TOTALS	23.0		1,152.75
		TOTAL LABOR	1,152.75
			=====
		TOTAL THIS PROJECT	\$ 1,152.75
			=====

MIDWAY PE PLAN ASSEMBLY

PROJECT NO. 1362A.49

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	8.5	145.00	1,232.50
		TOTAL LABOR	1,232.50
			=====
		TOTAL THIS PROJECT	\$ 1,232.50
			=====

MIDWAY PE COMMTTY PARTIC

PROJECT NO. 1362B.05

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
WOLSFELD, RICHARD	6.0	145.00	870.00
CONSULTANT II			
COLBURN, ELIZABETH	1.0	57.50	57.50
STAFF LEVEL IV			
PATRICK, CHRISTOPHER	1.5	45.00	67.50
TOTALS	8.5		995.00
		TOTAL LABOR	995.00

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1362B.01

TOTAL THIS PROJECT \$ 995.00
=====

MIDWAY PE PROJECT MGMT

PROJECT NO. 1362B.10

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
WOLSFELD, RICHARD	18.5	145.00	2,682.50
CONSULTANT I			
HINIKER, CHRISTIAN	33.0	47.50	1,567.50
THATCHER, JENNIE	13.3	47.50	631.75
STAFF LEVEL III			
BEYER, GINA	0.5	37.50	18.75
HENDERSON, JANE	0.4	37.50	15.00
RONHOVDE, NANCY	2.2	37.50	82.50
STAFF LEVEL II			
HAMRICK, CLAUDIA	4.0	35.00	140.00
HAWKINSON, TOM	0.4	35.00	14.00
STAFF LEVEL V			
BLANKENSHIP, TIMOTHY	2.0	55.00	110.00
TOTALS	74.3		5,262.00

TOTAL LABOR 5,262.00

TOTAL THIS PROJECT \$ 5,262.00
=====

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1362B.01

MIDWAY PE STREET/SIGNAL

PROJECT NO. 1362B.47

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. ASSOCIATE			
PRESTON, HOWARD	3.0	90.00	270.00
		TOTAL LABOR	270.00
		TOTAL THIS PROJECT	\$ 270.00

MIDWAY PE STATN SITE FD

PROJECT NO. 1362B.52

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
WOLSFELD, RICHARD	2.0	145.00	290.00
		TOTAL LABOR	290.00
		TOTAL THIS PROJECT	\$ 290.00

MIDWAY PE COST ESTIMATES

PROJECT NO. 1362B.10

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1992

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1362B.01

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
WOLSFELD, RICHARD	1.5	145.00	217.50
		TOTAL LABOR	217.50
			=====
		TOTAL THIS PROJECT	\$ 217.50
			=====

MIDWAY PE AGENCY COORD

PROJECT NO. 1362C.01

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
EMPLOYEES			
WICKLUND, DAVID	14.5	37.50	543.75
		TOTAL LABOR	543.75
			=====
		TOTAL THIS PROJECT	\$ 543.75
			=====

MIDWAY PE COMMTY PARTIC

PROJECT NO. 1362C.05

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
STAFF LEVEL III			
WICKLUND, DAVID	5.5	37.50	206.25
		TOTAL LABOR	206.25
			=====
		TOTAL THIS PROJECT	\$ 206.25
			=====

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1362B.01

MIDWAY PE STATN SITE D D

PROJECT NO. 1362C.51

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
STAFF LEVEL III RAMBERG, JEFF	20.5	37.50	768.75
		TOTAL LABOR	768.75
		TOTAL THIS PROJECT	\$ 768.75

MIDWAY PE PRESENTATIONS

PROJECT NO. 1362C.58

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JULY 31, 1992

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. CONSULTANT MALLOY, STEPHEN	35.5	67.50	2,396.25
STAFF LEVEL III WICKLUND, DAVID	108.5	37.50	4,068.75
ZIMMERMAN, MARK	5.0	37.50	187.50
SUBTOTALS	113.5		4,256.25
SR. ASSOCIATE PAKALNS, ARIJS	4.0	90.00	360.00
STAFF LEVEL V BLANKENSHIP, TIMOTHY	74.0	55.00	4,070.00
TOTALS	227.0		11,082.50
		TOTAL LABOR	11,082.50
		TOTAL THIS PROJECT	\$ 11,082.50

BRW, INC.

INVOICE NO. DRAFT
PROJECT NO. 1362B.01

INVOICE SUMMARY

TOTAL LABOR	36,867.76
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TOTAL THIS INVOICE	<u>36,867.76</u>
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ATTACHMENT B - DIRECT COST AND SUBCONTRACTORS

AGREEMENT NO RCRRA/HCRRRA-91001

INVOICE PERIOD : JULY 1992

FILENAME: MIDWAYII_B

OTHER DIRECT NON-SALARY COSTS

BRW GRAPHIC REPRODUCTION	\$24.15
TRAVEL/AUTO/MILEAGE	37.09
FREIGHT/DELIVERY	100.25
OUTSIDE REPRODUCTION/PHOTO	116.72
LIBRARY/REFERENCE	7.09
AERIAL PHOTOGRAPHY	945.00

TOTAL	\$1,230.30
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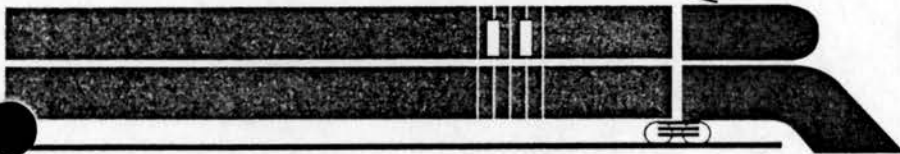
SUBCONTRACTORS

BECHTEL CORPORATION	\$5,471.63
BRW ARCHITECTS, INC.	\$10,263.75
LTK	\$48.77
●A	\$18,767.62

TOTAL	\$34,551.77
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|                |             |
|----------------|-------------|
| TOTAL EXPENSES | \$35,782.07 |
|----------------|-------------|



## Ramsey County Regional Railroad Authority

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

*file*  
Kathy Despiegelaere  
Ramsey County Regional  
Railroad Authority  
Documentation

Diane Ahrens  
District 4

Hal Norgard  
District 7

Donald Salverda  
District 2

### AGENDA

#### RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY - OCTOBER 27, 1992

10:30 A.M. - LARGE CONFERENCE ROOM - 316

#### CHAIRMAN'S COMMENTS

1. \* MINUTES - of the Ramsey County Regional Railroad Authority Board Meeting of September 8, 1992.
2. Midway Corridor - Update. Discussion only
3. Station Area meetings - Update. Discussion only.

\* Action is requested.

file

MINUTES

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Tuesday, September 8, 1992

The regular meeting of the Ramsey County Regional Railroad Authority Board Meeting was held on Tuesday, September 8, 1992 in the Large Conference Room of 316 Court House. Vice-Chairman McCarty called the meeting to order at 8:35 A.M.

Members Present: Vice-Chairman Duane McCarty  
Commissioner Diane Ahrens  
Commissioner Ruby Hunt  
Commissioner Donald Salverda  
Commissioner Hal Norgard

Members Absent: Chairman John T. Finley  
Commissioner Warren Schaber

Also Present: Ed Glaubitz, Terry Lindeke, Terry Schutten, Denise Kapler, Toni Baker, Gary Simpson, Kathryn DeSpiegelaere, David MacMillan represented the County Attorney's Office, Frances Glendenning

1. Minutes - of the Ramsey County Regional Railroad Authority Board Meeting of July 28, 1992.

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

The Ramsey County Regional Railroad Authority Board approves the minutes of the July 28, 1992 meeting as written.

Roll Call: Ayes - 5, Nays - 0  
Motion

2. Central Corridor Update - Discussion only.

Vice-Chairman McCarty informed the Board that he had discussed this. Ms. DeSpiegelaere said it was not really necessary today, and he agreed that with our schedule the way it is, we should not discuss it. This is, of course, unless the Board feels differently.

3. a) Approve contract with Minnesota Department of Transportation, Hennepin County RRA, Ramsey County RRA, and BRW, Inc. for the Central Corridor Alternatives Analysis/Draft Environmental Impact Statement in an amount not to exceed \$1,000,000; and b) Authorize the Chairman of the Ramsey County Regional Railroad Authority to execute the Agreement on its behalf.

Ms. DeSpiegelaere said this request is approving the contract with Mn/DOT, Hennepin County RRA, Ramsey County RRA, and BRW, Inc. for the Central Corridor Alternatives Analysis/Draft Environmental Impact Statement.

Commissioner Norgrard moved the following recommendation, seconded by Commissioner Hunt.

WHEREAS, The Ramsey County Regional Railroad Authority authorized staff to negotiate a contract for the Central Corridor Alternatives Analysis/Draft Environmental Impact Statement with BRW, Inc., a Wyoming Corporation doing business in Minnesota as BRW Planning, Transportation, and Engineering, Inc., the Minnesota Department of Transportation (Mn/DOT), and Hennepin County Regional Railroad Authority; and

WHEREAS, Mn/DOT staff have prepared a contract in the amount of \$1,000,000, for the purpose of completing the Central Corridor Alternatives Analysis/Draft Environmental Impact Statement; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves the contract; and Be It Further

R 92-37  
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the contract on behalf of the Regional Railroad Authority.

Roll Call: Ayes - 5, Nays- 0  
Motion adopted.

At this time Commissioner Ahrens feels we should discuss Item 2, and Commissioner Hunt agreed if we had a few minutes.

Ms. Despiegelaere addressed the Committee, on the Central Corridor there were two Scoping meetings that were held on the 25th and 27th of August. They were attended by eight citizens in Hennepin County, and there were twelve to fifteen at the Ramsey County meeting.

There was meeting last week of the Joint Powers Board and at that meeting, Commissioners Andrews and McLaughlin from Hennepin County both indicated support for the Central Corridor as the first corridor for LRT. Minneapolis will be taking a position on the Westgate alignment, and once they have taken action then the Hennepin County RRA will take action.

As a result of the St. Paul Scoping Meeting there will be some changes to the Draft Document, and these will be presented to you for approval.



Commissioner Ahrens stated that lot of credit goes to Ms. DeSpiegelaere and staff, we were very fearful that Minneapolis would not approve that Westgate change. A lot of people from both sides of University Avenue have been involved and it is quite interesting.

Commissioner Hunt wished to add that a lot of credit should go to Commissioner Ahrens, as she is the one who originally sensed that it was a better alignment. What started out to look as if it was going to be insurmountable, it is just amazing that it has developed this far.

Ms. DeSpiegelaere informed the Committee about the future meetings that have been planned for the station areas.

Commissioner Ahrens says the message that came through is that you can have the best designed system, but if you do not have the participation on the part of the citizens who know their neighborhoods - this is going to give them a sense of ownership which is going to be very important as they will feel they have a part in helping design the station. They can be very challenging to the people who come in with a plan.

Commissioner Ahrens recalled from a meeting with national and international firms to do with management of these systems, the message that came through loud and clear was that you can have the best designs and the best engineers, but the thing that is going to hold you up is participation of the citizens, as if they do not like what you are doing, so it is really important to do that. It is very important that we have this base.

Commissioner Ahrens feels that we have excellent meetings and the people do not feel that it is patronizing, we do not have the "we are going to tell you kind of attitude". People can sense that.

Vice-Chairman McCarty has heard about it no matter what district the constituents come from - that you have done an excellent job, and he commended Commissioner Ahrens for all the efforts.

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

2

|                                    |             |                               |
|------------------------------------|-------------|-------------------------------|
| <u>REGIONAL RAILROAD AUTHORITY</u> |             | <u>Board Action Requested</u> |
| <u>Originating Department</u>      |             | Midway Corridor Update.       |
| <u>Authorized Signature</u>        | <u>Date</u> | <u>DISCUSSION ONLY</u>        |

Request Justification

Chairman Finley will give a verbal update on the status of the Midway Corridor.

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|-----------------------------------------|--|------------------------------------------|
| <u>Budgeting and Accounting</u>         |  | <u>Date / Time</u><br><u>Received By</u> |
| <u>County Attorney</u>                  |  |                                          |
| <u>Risk Manager</u>                     |  |                                          |
| <u>Data Processing</u>                  |  |                                          |
| <u>Previous Action taken on Request</u> |  |                                          |

Comments / Recommendation

Documentation certified complete for:

|                                 |                               |                 |
|---------------------------------|-------------------------------|-----------------|
| <u>Committee / Meeting Date</u> | <u>Signature</u>              | <u>Date</u>     |
| <u>Committee / Meeting Date</u> | <u>Signature</u>              | <u>Date</u>     |
| <u>October 27, 1992</u>         | <u><i>T. L. Henderson</i></u> | <u>10/23/92</u> |
| <u>Board Date</u>               | <u>Signature</u>              | <u>Date</u>     |

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

3

|                                                                                                                                   |                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <u>REGIONAL RAILROAD AUTHORITY</u><br>Originating Department _____<br><br>_____<br>Authorized Signature                      Date | Board Action Requested<br><br>Station area update.<br><br><br><p align="center"><u>DISCUSSION ONLY</u></p> |
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Request Justification

A verbal report will be given at the meeting on issues and discussions at station area meetings.

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| _____<br>Budgeting and Accounting _____<br>County Attorney _____<br>Risk Manager _____<br>Data Processing _____<br>_____<br>Previous Action taken on Request _____ | Date / Time _____<br>Received By _____ |
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Comments / Recommendation

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| <u>October 27, 1992</u>         | <u><i>J. L. Henderson</i></u> | <u>10/23/92</u> |
| <u>Board Date</u>               | <u>Signature</u>              | <u>Date</u>     |