



Ramsey County Regional Railroad Authority.
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Ramsey County Regional Railroad Authority

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Kathy Despiegelaere
Ramsey County Regional
Railroad Authority
Documentation

Ruby Hunt, Treasurer
District 5

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Dick Wedell
District 1

AGENDA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY, AUGUST 10, 1993

10:30 A.M. - LARGE CONFERENCE ROOM - ROOM 220 COURT HOUSE

1. * Minutes of the Ramsey County Regional Railroad Authority.
of the meeting of June 22, 1993.
2. Update on Cenral Corridor Alternatives Analysis/Draft
Environmental Impact Statement.
3. * Quarterly Report of Payments for RCRRRA April, 1993 through
June, 1993
4. * Ratify Partial Payment No. 21 to BRW, Inc. in the amounmt of
\$91,744.28 for the Midway Corridor Phase II Preliminary
Engineering.

* Action is requested.

MINUTES

RAMSEY COUNTY REGIONAL RAILROAD

AUTHORITY

June 22, 1993

The regular meeting of the Ramsey County Regional Railroad Authority was held on Tuesday, June 22nd, 1993 in the Large Conference Room of 220 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 Hal Norgard
Commissioner Warren Schaber
Commissioner Brenda Thomas
Commissioner Dick Wedell

Also Present:

Kathryn DeSpiegelaere, Frances Glendenning, Karen Tero,
James Van Houdt, Ed Glaubitz, Terry Schutten, Mary Lou
Grahek, Greg Mack, Allen Torstenson, John Wirka, Sandra
DeLaForest, Patrick Harris, Andrea Schmidt Hanson, Hugh
Faville (Roseville citizen)

1. Minutes - of the Ramsey County Regional Railroad Authority Board Meeting of May 25, 1993.

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

The Ramsey County Regional Railroad Authority approves the minutes of the regular meeting of the Ramsey County Regional Railroad Authority Board Meeting of May 25, 1993, as written.

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

2. Burlington Northern Regional Trail Corridor Master Plan

Chairman Finley said that it appears that most of the changes seem to evolve around putting a roadway in there. Am I correct in that, John, on the amendments?

Chairman Finley introduced John Wirka from Parks and Recreation in St. Paul, who spoke about the plan. The plan which we reviewed earlier didn't mention the future possibility of a road in the corridor should the city buy additional land and choose to pursue this, and the Planning Commission felt it necessary to add the paragraph which is on the third page of the resolution to acknowledge that this might happen someday in the future. I remember other comments that Kathy mentioned that might be considered at a later date as qualifications should this go any further. That was

the discussion at length with the Planning Commission. We agreed to the single paragraph being added which acknowledges that that could happen and the city would have to buy more land if it decides to pursue this. Of course, those decisions haven't been made yet. How much we change this plan is further down the road...

Chairman Finley asked Allan Torstenson of PED if this was a recommendation of the staff or did it come from the Planning Commission members?

Allen Torstenson said he prepared the Planning Commission resolution. It commented on the master plan for conformance with the city's comprehensive plan, and it was noted city plans since the 1979 Streets and Highways Plan, and in a number of subsequent plans all mentioned the need for better access in this corridor if we're going to turn around the loss of industrial property, taxed base and industrial jobs in that part of the east side. The comments, both in the staff recommendation and in the Planning Commission resolution, simply say the roadway and some of the development that we have been looking at need to, over the course of at least 15 years very consistently, need to be at least mentioned in the master plan for the corridor now.

Commissioner Wedell said the concern he had from some of the comments that he thought he had heard made was that there was some effort to just replace LRT in that corridor with a road, but he thinks this document makes it clear that that's not the case. Is that correct?

Chairman Finley confirmed that that's correct. Except that the "whereas" clause in the resolution sort of does say that, in a way. The last "whereas" says "the proposed trail master plan which addressed the potential for shared use of the corridor trail and LRT", and then it says "as well as alternatives to LRT on a new roadway", which seems to indicate that the roadway in place of LRT, the way that is, because it's an alternative to LRT. That's where we're concerned about it, of using the right of way for a roadway. Any roadway would have to be in an area so that LRT would still fit.

Allen T. asked if it could be "whereas" at the top of that page which notes that it's useful to address all uses, road, trail, and LRT together and the final resolved also says that; and that's the intent, but it should be clear that the city has never taken a position that LRT is the transit mode of choice or that we've never made a decision that that's what would best serve our transit needs in the Northeast corridor. The city's comprehensive plan has always said that, and again over the course of the last 15 years most of the times I've mentioned we've talked about studying LRT or this corridor as a possible place for LRT; but we've also said, "Let's look at other alternatives as well", so that's where the city's at. I think that's where you're at too. I don't know that there's been a final decision that LRT is the choice.

I think our position would be that we don't want to preclude it at this point, although it might be precluded at some later date, but certainly not at this point.

Chairman Finley said we used LRT funds to acquire the corridor. We can't very well say, "No, it's not our intent, we also went to the state with that idea, so the state funds came as a result of it being the mode.

Kathy DeSpiegelaere said that you do have a position, too, when you did the Northeast corridor alignment study that this alignment would be a location for light rail transit, as well as 35E. Both of those were options, and that this should be purchased with that potential eventual use in mind.

Chairman Finley said that "it seems to me, though, if St. Paul hasn't made a decision it's because they didn't attend the meetings. The meetings went on for several years; we never saw a representative when that issue was being discussed. That goes back six, seven years."

Chairman Finley said he knows that Allan has participated at the staff level very faithfully throughout the planning, not only on this corridor but many of the other corridors that we've got under discussion; and he has worked very closely with Kathy on many of these issues, so I think that we've gotten the cooperation from the staff of the City of St. Paul, and I think that you're right. We have never had any participation from the councilmembers, unfortunately, or the mayor's office; and yet they were appointed to different committees and never attended including this because we dealt with this on our Intergovernmental Committee. It dealt with this alignment specifically, and I don't think we ever had any member of their council or the mayor's office attend the meetings. We met for two years on a monthly basis, and every other municipality that would be affected by the line, going all the way up to Chisago County, participated except St. Paul. Maplewood, North St. Paul, White Bear; they were faithful in coming; Chisago County commissioners.

He just wanted to make that point for a couple of reasons: one, because we haven't had the participation; but secondly, he also didn't want people to think that the staffs of the city have not been cooperative, because they have, both the Parks Department and PED, as we've gone through these things.

Mr. Chair, I want to make it clear that in the staff report here and in other staff reports, we have supported a continued look at LRT and maintaining the LRT corridor, and in other planning we're doing, I'm working on a small area plan for the Phalen Center area. We looked at land use and development potential in that area with the idea that there's a chance that there would be an LRT station near there, and let's take advantage of that.

Chairman Finley said yes, on that small area plan, and we've been following it fairly closely because we do have some concerns as the possible roadway goes east-west and cuts across this potential line as I understand it, as a plan is presently developed.

Allen T. said he thinks the idea that we've been looking at for a new roadway would be that the new roadway would be tight up against the Chicago Northwestern tracks, and then leave the BN alignment or that property as it approaches Johnson Parkway... We may need to acquire additional right of way.

Chairman Finley noticed that you specifically do that at our page 5, too, which would be in the description regarding the Arcade to Frank Street portion. Are there any further questions of either Allan or John regarding this? Is there any action that we need to take?

They just wanted to bring it to your attention. I've been operating under the principal that the Rail Authority's direction is to preserve right-of-way for future LRT use and the trail for joint use. If the roadway fits with those two, fine. Otherwise, additional right-of-way would need to be acquired. Is that a fair statement of your direction?

Chairman Finley said he would think that's our position. We felt that the trail and the LRT can fit and if we're going to put a third mode of transportation in there, that they have to come after the other two, as far as space is concerned.

The significance is, there is money for the trail. The other two are still wanting.

St. Paul, I saw in the paper, did get or was likely to get federal funding for construction of a portion of it.

Correct. From Phalen Park to Swede Hollow and 7th Street.

Chairman Finley thanked the St. Paul staff for coming.

3. Update on Central Corridor

Kathy DeSpiegelaere said there have been a lot of meetings recently on the Central corridor. In your packet, you have a memo which summarized the capital costs for the four alternatives that are being studied. The four alternatives are: "No build", which surprisingly has some cost associated with it: \$3.6 million; "Transportation System Management" includes more improvements to the existing bus system. "No build" includes some, but TSM includes more and that's \$22.3 million. The "Busway" is estimated to cost about \$200 million, and that would provide a busway along the light rail transit alignment in the Central corridor that is in the center of I-94 and through the Westgate area, on exclusive right-of-way; that's \$200 million. And the "Light Rail" cost estimate is almost exactly what it was previously: \$474 million.

Patronage forecasts are currently being completed by the Metropolitan Council. We anticipate that the forecasts for light rail will be a little bit higher, perhaps 5% higher than they were previously. The "Busway" estimates will be somewhat lower, and then the other two somewhat lower yet. However, there is good transit ridership currently in this corridor, and we expect that to continue.

You have an attachment that identifies the travel time for the alternatives, "No Build", "TSM", "Busway", and "LRT", from certain destinations such as downtown Minneapolis to downtown Saint Paul and some points in between. Currently, there is some express service, so the comparison is not exactly the same. The express service has fewer stops than some of the other alternatives.

I also indicated that two weeks ago, Regional Rail staff and MN/DOT met with staff of the Federal Transit Administration to review the work to date on this project, and we had a favorable review of our work and things are moving along. And we also met with Steve Francisco from Representative Vento's office, and it was an interesting meeting because not only did he give us this letter which is attached which supported the request for additional funds for the next phase of the project for \$3.2 million in federal funds, but at the same time he made a point of telling the Hennepin representative very clearly that the priority corridor in the region was the central corridor, that Hennepin didn't set the priority corridor in the region and what happened two years ago with Hennepin seeking federal funds for a different corridor was not to Representative Vento's liking and would not be tolerated. So, the request to the Appropriations subcommittee was approved, I think it was the week before last, and sometime this week it's going to the full committee.

Chairman Finley said it's today. I think it was June 22nd is what Peter McLaughlin told me, it would be at full committee. Sabo got it through the subcommittee already and feels quite confident that he can get it through the full committee. And they're very pleased, because evidently Representative Carr had some matters over in the banking subcommittee that he wanted Representative Vento's assistance with.

Kathy DeSpiegelaere said she and Commissioner Ahrens have had several meetings this past week or two weeks, and she has several more scheduled and she may wish to brief you on those.

Chairman Finley indicated that he would like to be briefed. As you know I met with John Riley before the Central Corridor Management Committee and the staffs for his briefing (staff of RTB, our staff, and Ken Stevens) because I knew I would be unable to attend the meeting the following morning. Commissioner Ahrens, maybe you'd like to report on the meeting because you went in my place and I know that a couple of the other commissioners went and I'd like for them to have an opportunity for their input. And then I know that you've also met with Paula Maccabee and I think Bobbi Megard. Maybe you could start with Paula Maccabee and Bobbi Megard and Abby Struck first, and then we'll get to the Corridor Committee.

Commissioner Ahrens said we had some concerns about what was going on up in the Westgate area because of PED and the Small Area Plan meetings, and it seemed that what was occurring up there was that a small minority group of citizens were taking over that Small Area Plan Committee, mostly residents along Curfew who have a legitimate concern about what's going to happen to their homes. But, in terms of the "big picture", was a departure from what had gone on now for the past three years and all of the participation in terms of all of the community groups and the leadership that they gave to frankly modifying our alignment so that now we are going up through Westgate, and it seemed that this was going off in a kind of tangential direction and was of some concern to us. So, we did have a meeting yesterday afternoon to try to work through this and get an understanding with them and the fact that Abby Struck was a new CO for District 12, and we needed to kind of brief her and let her know what had gone on. I think that will come back on track. I think that that will be worked out and Kathy is going to really engage in that. The more serious issue we learned about when we met with Paula Maccabee, the reason that we're meeting with some of the city council people is to let them know that their lethargy on this whole effort may, in fact, be undermining whether we have light rail coming to St. Paul, and that they need to get on with it and understand it and hopefully indicate that they're supportive of it because the people across the river clearly are supportive of it, and I think are beginning to say, "If St. Paul doesn't care, then maybe we ought to have it over here, in spite of all the agreements we have." So we're trying to meet with the city council people. We met with Paula Maccabee, and there was a representative there from the Port Authority. Well, it came as news to me and I think maybe to Kathy as well; we thought that we had an understanding that the alignment, and we don't have a map, that the alignment that goes out of the station stop there by Court International will kind of take a small or gradual turn as it makes its way to the University. It crosses University Avenue.

Kathy DeSpiegelaere pointed out that this is the station, this is Curfew Street, and this is the parcel Commissioner Ahrens is referring to.

Commissioner Ahrens continued, now that parcel, which is owned I understand by First Banks, is now under a very fast track, as we're told, from the Port Authority to be developed. However, they don't like the fact that the line cuts through that parcel. It's a six acre parcel, and they want to construct what would, I guess, be a low, sort of long building, and we're interfering with their plan. Well, Kathy indicated that the Port Authority was in accord with this alignment and we have a letter to say that, and that we didn't know there'd be any problems with this, and when they had talked about developing that piece of property, initially they talked about office space which could go up in the air. Now they're talking about some other kind of

industrial space that will be spread out, so we're interfering with that development and it's on a very fast track and they don't know what they can do about that, although they own the property so they can go ahead and build their building and of course, we don't have any line there. We haven't purchased anything yet. So, that sort of came as a total shock to us.

Kathy DeSpiegelaere said that Lorrie Louder is the person we met with yesterday. At a meeting last Thursday, another staff person, who's now representing the Westgate area, was at that. But they've changed staff several times, and apparently the communication hasn't been good. So I sent them copies of their letter approving the Westgate alignment.

Commissioner Ahrens said that the upshot of this is that, what some of the elected officials that we met with yesterday, is to take this and kind of go like this with and actually cross University at a very great angle, and then get onto Berry Street and go up. We agreed, Kathy's going to bring in our engineer, sit down with the engineers from the Port Authority, and I don't whether First Banks has their own, and see if there's any way that we can accommodate this by maybe just shifting in degree a little bit that turn so that the smaller parcel in that six acre is less and maybe we can accommodate it that way. But, there's just a bit of a monkey wrench. The other thing is if they go ahead and develop all of that property, then we said, "Well, we'd have to look at a whole new realignment and this one was the one that was agreed to by all the citizen participation that we had, and it might have to be shifted back over this way, or this way, and we're really not sure at this point", but it is just an issue that Kathy has to deal with.

It's a new issue, but in addition, the fact that they're proposing this low rise manufacturing facility with a density of one job for one thousand square feet for this site is rather surprising to me. Here's an opportunity to do investments that really enhance transit use, and that type of investment is not being prepared.

Commissioner Ahrens asked of Chairman Finley, do you know how much that piece of property is worth, and would it be possible for Ramsey County to purchase that property and then, at some later date, bring in some development that would be high density? Do you know how much it's worth?

Chairman Finley answered that he doesn't know what it's worth, but I know that since we're in federal process, there's a prohibition on acquisition of right of way I think, unless you get some kind of exception at an early date. You have to be through with the final environmental impact statement before you can purchase.

Chairman Finley asked what about the Central Corridor Management Committee, then? You attended that in my stead.

Commissioner Ahrens said, as John indicated, he had had a conversation with John Riley about John's new issue, which is to have LRT underground in Hennepin County in the City of Minneapolis, and he continued to pursue that, which surprised me somewhat at the management committee. It wasn't particularly germane to our discussion, but he started off the meeting on the need to have a tunnel, and why he felt this was important, and compared us to Washington, D.C., and all these things. Mary Hauser, who was sitting next to me, was quite concerned about this because of course we struck these agreements and got people involved from other counties based on certain parameters, and it was my sense and hers too that this would really split up the coalitions that had been formed if this is pursued. So, near the end of the meeting, we raised some of these points and I was very concerned about what the people from

Hennepin County were saying. Peter McLaughlin and Sandra Hilary were both there, and it seems that they have begun to have some meetings with the residents, the people in the high rises, particularly as you go south from the Convention Center down to 29th Street, and people raising all kinds of concerns about what this will do to their neighborhoods and the noise level, etc. Apparently, they've only had one or two meetings, but there is vocal opposition to the light rail coming down that way and the people in the high rise want a tunnel.

I had two concerns which I expressed at the meeting. One was that I thought it was unfortunate that this was being raised again now and we went through all of this two years ago. We've all been out to see, not all of us but a lot of us, have been out and visited other cities where light rail has been built, and every place we went the advice was "Don't build a tunnel, don't build a tunnel..." because of the cost consumed and the inability then to go out and get your feeders coming in. You wouldn't have any money for that. And I also said that I thought that truly if this were to be pursued, that it would just kill this project. The other thing that concerned me was, and I think we all knew this when we were out there and meeting with communities and having our task forces over the last five years, and we kept looking across the river and saying, "What are they doing?", and they weren't doing anything in terms of community participation. Now, they've decided that this is something they have to do, and they're finding out that you can't just do this in one or two shots and people are going to be opposed until you get the information out to them. Well, I don't know that progress was made convincing our friends, although I think they understood the issues they were just reacting to their constituents. But at least we got it up on the table and got it out there, because if you want to kill this project, you just go with this tunnel and I think it will kill it, not only because the legislature won't buy it and we won't get any funding, but also it will split the coalitions that we've worked so hard to put together because those non-urban counties are not going to want to pay for a tunnel in Hennepin County. So I think that it will splinter our cooperation.

Chairman Finley said as he told John Riley, to give him a little background, originally we all signed off on the concept that the tunnel should be in Minneapolis. However, the Metropolitan Council was the first one to say, "We don't think the tunnel is right for the planning in the metropolitan area", and they object to the RTB's plan. It came back, we reworked the plan, and by that time we were into the session and it was clear that our supporters at the legislature said, "We are not going to participate with one leg of it in Minneapolis being in a tunnel, and having those horrendous costs being allocated essentially to one line, because it skews the cost of the project so much because the cost of the tunnel in Minneapolis would be equivalent of the rest of the eleven miles". And that's at the low end. The rule of thumb is ten times underneath, three times above. That's what the feds use as a rule of thumb for cost projections. So when they talk about a differential of \$215 million between tunnel and surface, I think that they're probably low. And I told Peter that. I went over and met with Peter Friday, because I was in classes in Minneapolis, and so I went over there during the noon hour and talked to Peter and I told him what our concerns were, and he understands it. Peter understands it very well, and he said, "Let me tell you, we are not promoting it. We have told the people that this is the plan, this is how far the plan has gone. We've already completed the environmental impact statement at the state level; it's just about done at the federal level, and it's not in there, and this is the way it is." And even Stephanie Eiler, who was very good at the meeting with John Riley, because it was a staff meeting and normally, of course, she would never say at a public meeting, but she went through and explained to John the different cost allocations, ridership

projections, and everything else what we had gone through in trying to rework the plan and get consensus with the Met Council, the legislators, the RTB, and the counties, so that everyone would go along with the plan. And it ended up unanimous through the RTB, unanimous through Met Council, and unanimous with all six counties. And now for Riley to do that; I told him, I said, "It's the position you're in that creates a problem." I told him frankly that, and you were there Kathy, I just said it's a good way to kill LRT.

And Commissioner Ahrens said it the next day, too.

Mr. Chairman, you know the other thing we learned in some of our meetings and getting around the country and all the experts we brought in and talked to, was that the thing that will slow this whole system down and can kill it are the citizens, the people affected out there along the route. And how much they stressed the need to get to those folks early, to bring them into the process, to bring them along and have them feel that they have really played a significant role in this, and this is clearly the illustration in point. Now they decided to get to their citizens...now?

Yes. It's like our task force in downtown. They put together their task force, ours was ready with their recommendations, had all the business people, we met with every property owner that could be affected.

And there are no business people in this group, that are raising these objections.

Yes. Because the task force that they created, the business people, have already signed off on it being on the surface.

The RTB received numerous letters from residents who felt that they would be adversely affected, and John Riley indicated that he would write a response on behalf of the Board to all these letters that are advocating a tunnel. But so far he hasn't been able to come up with one; he says he's struggling with it. I think he's going to have a hard time reconciling his own position with what the position of the RTB is in regard to the actions of the Board. So, I wrote my own letter. I thought I wouldn't wait for John to write.

Commissioner Thomas: A question for you, Kathy. The patronage forecasts which keep being referred and have not appeared yet; how much weight is being given to that and what other body besides the Metropolitan Council is providing it. Mr. Chairman, you just referred a while ago to earlier studies that have been done on ridership and all that, which I have never seen, but what are you anticipating this report to say?

Well, yes, there's a ridership study. It's been completed.

I can certainly get you copies of previous forecasts.

And that was from the Met Council?

Kathy DeSpiegelaere said they also were from the Metropolitan Council. They run the model here; it's a very, very complex process. Providing the forecast is complicated, and about four years ago there was agreement, in fact, the matter came to this Rail Authority, about who should do the model, and it was agreed that the Met Council would be in charge of the regional forecast. The alternative was to have a consultant do it. The model is run with input from the consultant; our consultant, BRW, and the subconsultant, Parsons Brinckerhoff, a national firm, provides information on the modeling. The Federal Transit Administration, the agency in

Washington that we work with, also reviews the forecasting methods, how they're done and the results, so there is considerable oversight on the process. As I say, it is complicated and when the numbers are generated by the computer, there are several inputs to it, but then it's also reviewed in great detail. They do what's called "combing through it" to see that it's accurate. But with any modeling forecast, as I'm sure you know, it's hard to predict what the future is. We're talking about the year 2010, and we make some assumptions, but we don't always know that our assumptions are accurate. So I would anticipate that at your next Regional Railroad Authority meeting, I would have the forecast for you; but also, I'd like to brief you on what the assumptions are that went into them, what the margin of error is. For example, for this corridor, because it is a developed corridor, we're being told that the forecasts are in the range of minus ten percent to plus twenty percent rather than being bracketed right in the middle, the forecasting errs on the side of underestimating rather than overestimating.

Kathy DeSpiegelaere said 34,700, is what the anticipated ridership is per day, and what you should also have provided is the alternatives because you can see as the alignments expand out, like the connection of this one to a 35W alignment, the ridership goes up. Because you've got, in the Central Corridor, and as other alignments come in, they vary and it's all been done. Is it in one of those booklets?

I'll check, but the current forecast for this corridor has to be done as a stand alone corridor, which is another way of underestimating it. It says "if only the Central Corridor was constructed, what would the ridership be?" There's no assumption that others

Well, I would be concerned about any study that the Metropolitan Council does. Their study on the two-track airport scheme has been discredited, and the organization is in a flux. Myself, I would have preferred a completely independent or a parallel study. It would be worth spending the money for it, to have somebody else come in and do it. It's just a personal view.

I think this Board may agree with your reservations about the Metropolitan Council.

And furthermore, since the Met Council has not yet weighed in and you evidently don't know yet what they're going to say, are you predicting that it's going to be pretty much what they said the first time around when you all bought into this?

I have seen some preliminary numbers, so I do know what they're going to say.

And, is pretty much confirming what they said the first time around?

It's very similar. Because of the airport process and the fact that their forecasts there are being called into questions, they've taken more time than anticipated with this process. The reason our forecasts here are delayed is because of the questions that were asked about the airport forecasts, so they're being scrupulous.

Brenda, we shared exactly your sentiments when the issue came to us, and there were some people that think, not so much on this board, but the legislators especially, that think that the Met Council should be more involved and they should have this, and they are the metropolitan planning agency and they should do it, and so we had a little pressure put upon us. I think that we were very concerned that they would skew it because first of all, they didn't like the alignment that we chose, which the

statute says we choose the alignment, and we chose the alignment on 94 as opposed to being over on University Avenue with a bus on steel wheels. And so, that was their choice, but they didn't have the power to make the choice.

Commissioner Thomas: That was mine, too, but I was convinced otherwise by the information we received. My choice was out on Burlington Northern and Pierce Butler Road. That's where my choice was, until I was convinced that I-94 was better. Right out by Energy Park there, that's where I thought it should come.

I'd be happy to get you that information.

Chairman Finley asked Kathy DeSpiegelaere to pull together the previous information on ridership forecasts? It would be good for Brenda and I think Dick, you were on the RTB right at that time, so you've had some of that. But maybe you could gather that for all of us as long as we're going to deal with the issue again.

Kathy DeSpiegelaere said she'll do it within the next few days. But when the forecasts are presented publicly, I'd also ask that there be a comparison to previous forecasts so people can see what the forecasts were before.

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

4. Approve agreement for the implementation of the Metropolitan Transit Education Plan, authorize the Chairman to sign the agreement, and agree to contribute \$40,000 for implementing the plan.

Now this is the plan that was developed by the Joint Powers Board, and is one of the things in the legislation that was specifically referred to in the legislation for governments on LRT in the metropolitan area it was approved. Now it comes time for our approval and our participation on the funding side of it. We have budgeted, I believe, for our share of the participation. Like I say, the Joint Powers Board approved their money, and have the others taken it up yet?

Kathy DeSpiegelaere said Hennepin is taking it up today. The RTB took it up yesterday, I believe.

Kathy DeSpiegelaere said she thinks we should keep in mind that the Met Council may not participate, and I think we discussed that at the RTB meeting. Met Council's a little different than these other agencies that are listed here. They're really a planning agency, so at the RTB we suggested that we would still participate even if the Met Council didn't.

Commissioner Wedell said one question he has about this, and it's one of timing, I thought we might have had more occur in the legislative session than what did on transit, which is a portion of this, some of the highway monies that didn't get approval. The issue I guess I'm concerned with, is this the right time or should this be delayed until there's a little more knowledge of what is going to happen; in effect, this is speculative because of what didn't happen, and can you educate until you have a factual base? We can certainly put out information to talk about, but it isn't like LRT is or isn't going to be around, or they're going to improve some highways - we just don't know.

Kathy DeSpiegelaere said the plan is designed to accomplish exactly what you're asking for, and that is to build legislative support for funding of transit; not just light rail, but transit in general. We recognize that in order for funding to be provided, people need to hear from their constituents. We also recognize that in order to support the investments in transit that, in the future, we may need to modify our lifestyle some. So this plan has a broad aspect to it of educating people about the importance of transit, including school children, similar to the recycling program in the fact that I recycle, I'm certain many of you do as well, and ten years ago, I didn't do that. The hope is that this plan will pull together some of the work done by the MTC, the RTB, and others. They'll each continue separate efforts, but it will lay the broad foundation for support for transit into the future. So I think it is pertinent to do it now, even though the legislature hasn't funded capital sources for light rail.

This gets back to another issue, and that is the Met Council, the RTB, the MTC and organizationally, how will they be in the future? I think that's significant. That's probably going to be the agenda item for the next legislature is to take a look at the governance issue, and what I'm hearing you say is in effect, this is kind of a back door lobbying effort.

Kathy DeSpiegelaere said it's to build support among the citizens, whether it be employers, whoever, to ride transit and use transit and support transit improvements. And yes, I think that builds to legislators. We're not targeting legislators specifically, but as elected officials I think you're responsive to your constituents and when they tell you there's a service that they'd like provided, I think you listen to that and respond. We're hoping that transit ridership will increase, and that transit funding will increase because people will see the necessity for transit.

Commissioner Wedell moved the subject to approval, seconded by Commissioner Thomas.

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

R93-26

5. Ratify partial payment No. 18 to BRW, Inc., in the amount of \$64,823.03 for the Midway Corridor Phase II Preliminary Engineering

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

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 February 28, 1993; 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; and

WHEREAS, BRW, Inc. Invoice No. 68077, Partial Payment No. 18, and attachments thereto, provide the correct documentation of payments due BRW, Inc. through February 28, 1993; Now, Therefore, Be It

RESOLVED, Payment to BRW, Inc. in the amount of \$64,823.03 for Ramsey County Regional Railroad Authority's share of services rendered through February 28, 1993, is hereby ratified.

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

R93-27

6. Ratify partial payment No. 19 to BRW, Inc., in the amount of \$56,199.29 for the Midway Corridor Phase II Preliminary Engineering

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

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 March 31, 1993; 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; and

WHEREAS, BRW, Inc. Invoice No. 68074, Partial Payment No. 19, and attachments thereto, provide the correct documentation of payments due BRW, Inc. through March 31, 1993; Now, Therefore, Be It

RESOLVED, Payment to BRW, Inc. in the amount of \$56,199.29 for Ramsey County Regional Railroad Authority's share of services rendered through March 31, 1993, is hereby ratified.

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

R 93-28

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

Minutes Will
Follow

REGIONAL RAILROAD AUTHORITY

Originating Department

K. Despiegelaere
Authorized Signature

8/2/93
Date

Board Action Re

Update on Central Corridor Alternatives
Analysis/Draft Environmental Impact
Statement

INFORMATION ONLY

Request Justification

See attached information from Kathryn 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

August 10, 1993

Board Date

Signature

7/6/93

Date

John T. Finley, Chairman
District 3

Diane Ahrens, Vice Chairman
District 4

Warren W. Schaber, Secretary
District 6

Ruby Hunt, Treasurer
District 5

Hal Norgard
District 7

Brenda C. Thomas
District 2

Dick Wedell
District 1

Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 612/266-8350 / FAX 266-8370

MEMORANDUM

TO: Ramsey County Regional Railroad Authority
Commissioners
Terry Schutten, County Manager

FROM: Kathryn DeSpiegelaere *KD*

SUBJECT: Update on Central Corridor AA/DEIS

DATE: August 2, 1993

The Central Corridor Alternatives Analysis/Draft Environmental Impact Statement (AA/DEIS) is expected to be completed early this fall.

PUBLIC PARTICIPATION

Although we are legally required to have a single public hearing on the AA/DEIS, we plan to have three public forums, two public hearings, and several individual neighborhood meetings.

Public forums are scheduled for:

September 21, 3:30 PM, Lower Level of Courthouse in St. Paul

September 22, 7:00 PM, Concordia College, St. Paul (not confirmed)

September 23, 7:00 PM, Minneapolis Public Library.

They will provide an opportunity for the public to be briefed on the project and for informal questions and answers. Notification will be made to neighborhood newspapers and through the Central Corridor newsletter mailing list, which numbers 3000. Efforts will be made to have St. Paul and Minneapolis newspapers include notices about the forums.

STATE FAIR DISPLAY

The Metropolitan Transit Education Committee, in which we participate financially, will have a booth with display at the State Fair in the Education Building. It will be staffed from 9 AM to 9 PM from August 26 to September 6. Commissioners are being asked if they would like to spend time at the booth, assisting the two staff members in responding to questions. I will circulate a sign-up sheet to you.

DECISION-MAKING PROCESS

One of the subjects being discussed is how the three joint lead agencies, Hennepin and Ramsey County Regional Railroad Authorities, and the Minnesota Department of Transportation, will reach a decision on the preferred alternative for the Central Corridor. Commissioner Finley and I will be attending a meeting on this subject on August 9, and will report back to you on August 10.

LEGISLATION

The House has been considering providing \$3.2 million in federal funds for continuing studies on the Central Corridor and we will update you on the status of the funding on August 10.

WESTGATE

Negotiations with the City of St. Paul PED staff, Councilmember Maccabee, St. Paul Port Authority, District 12 Community Council, First Banks, and CSM, a developer, have been taking place on the parcel north of Court International, University and Curfew Streets, where LRT is proposed to be located. Events change daily, and we will update you on August 10 on the current status of negotiations.

TUNNEL

The tunnel subject in downtown Minneapolis continues to be the subject of a vigorous letter-writing campaign. Members of the Regional Transit Board, Metropolitan Council, a few legislators, Transportation Commissioner Denn and others have received over 200 letters from residents of the Towers and Crossings condominiums in downtown Minneapolis, objecting to LRT on the surface in downtown. We anticipate many of them will attend the September 23 forum.

Recommendation:
For your information.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Originating Department

F. K. Spigdon
Authorized Signature

8/2/93
Date

Board Action Requested

Quarterly report of payments for RCRRA.

April, 1993 through June, 1993

ACTION IS REQUESTED

Request Justification

See attached: 1) Proposed resolution
2) Memorandum from J. Van Houdt dated July 7, 1993

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
August 10, 1993

Signature

Date

7/31/93

Board Date

Signature

Date



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

No. _____

WHEREAS, Payments have been made from the Ramsey County Regional Railroad Authority budget for the period April 1, 1993, through June 30, 1993, 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.

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary



Office of
BUDGETING AND ACCOUNTING

Suite 660
50 West Kellogg Blvd.
St. Paul, Minnesota 55102
266-8040
Fax: 266-8039

M E M O R A N D U M

TERRY SCHUTTEN
County Manager

JAMES H. VAN HOUDT
Director • Budgeting & Accounting

MARLEN D. JOHNSON
Accounting Manager

VERNON H. WEHLAGE
Budget Manager

TO: Terry Schutten, County Manager

FROM: *JVH* James Van Houdt, Director-Budgeting & Accounting

SUBJECT: Ramsey County Regional Railroad Authority
Quarterly Report of Payment: April-June, 1993

DATE: July 7, 1993

Ramsey County Regional Railroad Authority Resolution of October 5, 1987, authorized the Budget and Accounting Director to approve payment of bills for the Regional Railroad Authority and report these disbursements to the Regional Railroad Authority and the condition of the Regional Railroad Authority's budget on a quarterly basis.

A summary of the payments for the period are:

59101	Regional Railroad Authority Administration	\$ 57,482.63
59103	Phase I - Preliminary Engr & EIS - Midway	8,021.40
59105	Phase II PE-Midway Corridor	226,374.01
59106	Right-of-Way Acquisition	1,509.35
59109	Northeast Corridor Maintenance	8,346.48
59110	Central Corridor AA/DEIS	<u>14,619.70</u>
Total		\$316,353.57

I am attaching a report of Detail Disbursements made from the Regional Railroad Authority budget for the period April through June, 1993 and a copy of the Budget Condition Report as of June 29, 1993.

JVH:EG:dmh/gcl
Attachments

cc: K. DeSpiegelaere, Director,
R C Regional Railroad Authority Planning

RAMSEY COUNTY BUDGET ACCOUNTING

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REGIONAL RAILROAD QTRLY REPORT
PERIOD APR 1, 1993 THRU JUN 30, 1993.

RAMSEY COUNTY REGIONAL RAILROAD AUTH

RFC	DEPT	OBJECT	CLAIM ID	CLAIM HBR	WAR DATE	WAR LBR	WAR AMT	VENDOR NAME	
R92	59101	CONSULTING SERVICE	020102	CA	55843	050493	00028235	3,719.00	BRW INC
			020102					3,719.00	
	59101	STATE AUDITOR	020122	CA	14856	042393	00022869	601.50	MINNESOTA STATE AUDITORS
				CA	19351	052593	00039281	414.00	MINNESOTA STATE AUDITORS
			020122					1,015.50	
	59101	LEGISLATIVE REPRESENTATIVE	020154	CA	PA553	041693	00019700	3,000.00	ANDERSON
				CA	PA553	052193	00038348	3,000.00	ANDERSON
			020154					6,000.00	
	59101	COUNTY MANAGER SERVICES	020176	IC	56031	050793	00030474	3,722.04	IC TRNSF PMT 400 40301
				IC	56193	051493	00033835	4,690.53	IC TRNSF PMT 400 40301
			020176					8,412.57	
	59101	BUDGETING AND ACCOUNTING SERVICES	020179	IC	15096	042393	00022282	2,519.40	IC TRNSF PMT 400 40303
				IC	56189	051493	00033835	741.00	IC TRNSF PMT 400 40303
				IC	56550	062593	00056799	277.88	IC TRNSF PMT 400 40303
			020179					3,538.28	
	59101	DATA PROCESSING SERVICES-MTCE	020185	IC	56553	062593	00056799	7.80	IC TRNSF PMT 574 57401
				IC	56554	062593	00056799	170.58	IC TRNSF PMT 574 57401
				IC	56555	062593	00056799	173.96	IC TRNSF PMT 574 57401
				IC	56556	062593	00056799	7.80	IC TRNSF PMT 574 57401
				IC	56557	062593	00056799	198.04	IC TRNSF PMT 574 57401
				IC	56565	062593	00056799	231.68	IC TRNSF PMT 574 57401
			020185					789.86	
	59101	COUNTY PROJECT MANAGEMENT SERVICES	020193	IC	22622	061893	00052725	4,099.44	IC TRNSF PMT 400 47102
				IC	22623	061893	00052725	1,475.79	IC TRNSF PMT 400 47102
				IC	22623A	061893	00052725	1,557.78	IC TRNSF PMT 400 47101
				IC	56032	050793	00030474	3,074.58	IC TRNSF PMT 400 47102
				IC	56033	050793	00030474	1,106.85	IC TRNSF PMT 400 47102
				IC	56033A	050793	00030474	1,168.34	IC TRNSF PMT 400 47101
				IC	56559	062593	00056799	1,357.02	IC TRNSF PMT 400 40801
				IC	56560	062593	00056799	1,260.09	IC TRNSF PMT 400 40801
				IC	56561	062593	00056799	2,294.01	IC TRNSF PMT 400 40801
				IC	56562	062593	00056799	2,617.11	IC TRNSF PMT 400 40801
				IC	56563	062593	00056799	1,841.67	IC TRNSF PMT 400 40801
				IC	56566	062593	00056799	4,652.55	IC TRNSF PMT 400 40301
			020193					26,505.23	

R A N S E Y C O U N T Y B U D G E T A C C O U N T I N G

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REGIONAL RAILROAD QTRLY REPORT
PERIOD APR 1, 1993 THRU JUN 30, 1993.

RANSEY COUNTY REGIONAL RAILROAD AUTH

RFC	DEPT	OBJECT	CLAIM ID	CLAIM HDR	WAR DATE	WAR HDR	WAR AMT	VENDOR NAME	
		POSTAGE							
59101		020202	IC	56034	050793	00030474	13.20	IC TRNSF PMT 521 52104	350323 W01853 01
			IC	56035	050793	00030474	192.49	IC TRNSF PMT 521 52104	350323 W01853 02
			IC	56207	051493	00033835	4.44	IC TRNSF PMT 521 52104	350323 W01900 01
			IC	56208	051493	00033835	62.68	IC TRNSF PMT 521 52104	350323 W01900 02
			IC	56551	062593	00056799	5.50	IC TRNSF PMT 521 52104	350323 W01933 01
			IC	56552	062593	00056799	90.29	IC TRNSF PMT 521 52104	350323 W01933 02
							368.60		
		020202							
		TELEPHONE LONG DISTANCE CHARGES							
59101		020207	IC	14112	041693	00018733	9.91	IC TRNSF PMT 578 57801	301601 Y00180 02
			IC	20645	060493	00044248	7.09	IC TRNSF PMT 578 57801	301601 Y00241 02
			IC	22598C	061893	00052725	2.72	IC TRNSF PMT 578 57801	301601 Y00227 02
			IC	56564	062593	00056799	3.20	IC TRNSF PMT 578 57801	301601 Y00271 02
							22.92		
		020207							
		TELEPHONE-LOCAL SERVICE							
59101		020208	IC	14112A	041693	00018733	169.82	IC TRNSF PMT 578 57801	301602 Y00180 01
			IC	15097	042393	00022282	169.82	IC TRNSF PMT 578 57801	301602 Y00210 01
			IC	20645A	060493	00044248	169.82	IC TRNSF PMT 578 57801	301602 Y00241 01
			IC	56564A	062593	00056799	169.82	IC TRNSF PMT 578 57801	301602 Y00271 01
							679.28		
		020208							
		MESSENGER SERVICE							
59101		020305	CA	18771	052193	00038349	20.00	ROADRUNNER TRANSPORTATION INC	
			CA	22442	061893	00053502	15.00	ROADRUNNER TRANSPORTATION INC	
			CA	23154	062293	00054716	71.75	ROADRUNNER TRANSPORTATION INC	
			CA	55685	041693	00019701	60.30	ROADRUNNER TRANSPORTATION INC	
							167.05		
		020305							
		PRINTING & STATIONERY							
59101		020501	IC	15045B	042393	00022282	67.02	IC TRNSF PMT 400 41202	300404 H02891 01
			IC	15098	042393	00022282	299.37	IC TRNSF PMT 400 41202	300404 H02911 01
			IC	20646	060493	00044248	145.31	IC TRNSF PMT 400 41202	300404 H03012 01
			CA	22443	061893	00053503	543.96	THOLEE PRINTING	
			IC	56190	051493	00033835	118.40	IC TRNSF PMT 400 41202	300404 H02957 01
							1,174.06		
		020501							
		EQUIPMENT & MACHINERY REPAIRS							
59101		020803	CA	14857	042393	00022870	125.81	COPY DUPLICATING-PRODUCTS INC	
			CA	17919	051493	00033926	98.89	COPY DUPLICATING-PRODUCTS INC	
			CA	22444	061893	00053504	98.89	COPY DUPLICATING-PRODUCTS INC	
							323.59		
		020803							
		BUILDINGS & OFFICE SPACE RENTAL							
59101		020906	IC	20647	060493	00044248	1,073.58	IC TRNSF PMT 576 57601	360513 Y00219 01
			IC	56036	050793	00030474	1,073.58	IC TRNSF PMT 576 57601	360513 Y00187 01
			IC	56191	051493	00033835	1,073.58	IC TRNSF PMT 576 57601	360513 Y00203 01

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FANCY COUNTY REGIONAL RAILROAD AUTH

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME	
							3,220.74		
		020906							
		PARKING SPACE RENTAL							
59101		020909	CA	15978	043093	00026366	110.00	ZEHRLING & ANGLESON	
			CA	19198	052593	00039999	110.00	ZEHRLING & ANGLESON	
							220.00		
		020909							
		CONFERENCE & SEMINAR EXPENSES							
59101		021403	CA	12828	040993	00014587	19.87	FINLEY	JOHN
			CA	14751	042093	00021152	95.00	UNIVERSITY-OF-MINNESOTA	
			CA	16750	050793	00031176	95.00	UNIVERSITY OF MINNESOTA	
			CA	20273	060293	00043728	38.00	MINNESOTA CHAMBER OF COMMERCE	JILL
			CA	23783	062593	00057425	247.00	GOSKI	
			CA	56345	060493	00044889	100.00	TRB/ISTEA	
							594.87		
		021403							
		CED MEETING EXPENSES ACCOUNT							
59101		021409	CA	16751	050793	00031177	49.05	DESPIEGELAERE	KATHRYN
			CA	23155	062293	00055137	143.57	DESPIEGELAERE	KATHRYN
			CA	24062	062993	00058938	53.99	CEDAR STREET CAFE	
							246.61		
		021409							
		OFFICE SUPPLIES							
59101		030101	CA	15945	043093	00025653	252.94	ST PAUL CITY OF FINANCE/MGMT	
			CA	17355	051193	00032611	75.25	GENERAL OFFICE PROD CO	
			CA	19352	052593	00039564	85.97	GENERAL OFFICE PROD CO	
			CA	23156	062293	00055138	8.20	GENERAL OFFICE PROD CO	
			CA	23252	062293	00054735	62.11	ST PAUL CITY OF FINANCE/MGMT	
							484.47		
		030101							
RAMSEY COUNTY REGIONAL RAILROAD AUTH ADMINISTRATION							57,482.63		

RAMSEY COUNTY
BUDGET ACCOUNTING

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REGIONAL RAILROAD QTRLY REPORT
PERIOD APR 1, 1993 THRU JUN 30, 1993.

RCRRA PHASE 1 PRELIM ENGR * EIS

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME
		CONSULTING SERVICES						
59103		020102	CA	PA800	060493	00044890	7,863.96	BRW INC
		020102					7,863.96	
59103		COUNTY MANAGER SERVICES						
		020176	IC	56031A	050793	00030474	151.92	IC TRNSF PMT 400 40301
		020176					151.92	
59103		DATA PROCESSING SERVICES-MTCE						
		020185	IC	56554A	062593	00056799	5.52	IC TRNSF PMT 574 57401
		020185					5.52	

RCRRA PHASE 1 PRELIM ENGR * EIS

8,021.40

RAMSEY COUNTY BUDGET ACCOUNTING

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REGIONAL RAILROAD QTRLY REPORT
PERIOD APR 1, 1993 THRU JUN 30, 1993.

PHASE II PL-MIDWAY CORRIDOR

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME	
		CONSULTING SERVICES							
59105		020102	CA	PA270	052893	00042241	64,823.03	BRW INC	
			CA	PA270	060293	00043729	56,199.29	BRW INC	
			CA	PA270	061893	00053014	103,548.64	BRW INC	
							224,570.96		
		020102							
		COUNTY MANAGER SERVICES							
59105		020176	IC	56031B	050793	00030474	227.88	IC TRNSF PMT 400 40301	300908 A00602 03
			IC	56193A	051493	00033835	493.74	IC TRNSF PMT 400 40301	300908 A00603 02
							721.62		
		020176							
		DATA PROCESSING SERVICES-MTCE							
59105		020185	IC	56554B	062593	00056799	8.29	IC TRNSF PMT 574 57401	301385 C03665 02
			IC	56555A	062593	00056799	14.13	IC TRNSF PMT 574 57401	301385 C03744 01
			IC	56557A	062593	00056799	14.08	IC TRNSF PMT 574 57401	301385 C03603 02
			IC	56565A	062593	00056799	6.87	IC TRNSF PMT 574 57401	301385 C03803 01
							43.37		
		020185							
		COUNTY PROJECT MANAGEMENT SERVICES							
59105		020193	IC	22624	061893	00052725	66.12	IC TRNSF PMT 400 47102	300434 B02255 01
			IC	22625	061893	00052725	23.80	IC TRNSF PMT 400 47102	300434 B02255 02
			IC	22625A	061893	00052725	25.13	IC TRNSF PMT 400 47101	300166 B02255 03
			IC	56037	050793	00030474	330.60	IC TRNSF PMT 400 47102	300434 B02217 01
			IC	56038	050793	00030474	119.02	IC TRNSF PMT 400 47102	300434 B02217 02
			IC	56038A	050793	00030474	125.63	IC TRNSF PMT 400 47101	300166 B02217 03
			IC	56566A	062593	00056799	56.97	IC TRNSF PMT 400 40301	300908 A00606 02
			IC	56567	062593	00056799	32.31	IC TRNSF PMT 400 40801	300908 A00050 01
			IC	56568	062593	00056799	258.48	IC TRNSF PMT 400 40801	300908 A00050 02
							1,038.06		
		020193							

PHASE II PE-MIDWAY CORRIDOR

226,374.01

RAMSEY COUNTY BUDGET ACCOUNTING

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REGIONAL RAILROAD QTRLY REPORT
PERIOD APR 1, 1993 THRU JUN 30, 1993.

RIGHT-OF-WAY ACQUISITION

RFC	DEPT	OBJECT	CLAIM ID	CLAIM HDR	WAR DATE	WAR EBR	WAR AMT	VENDOR NAME				
		DATA PROCESSING SERVICES-MTCE										
59106		020185	IC	56554C	062593	00056799	11.70	IC TRNSF PMT 574 57401	301385	C03665	02	
			IC	56555B	062593	00056799	16.72	IC TRNSF PMT 574 57401	301385	C03744	01	
			IC	56558	062593	00056799	4.93	IC TRNSF PMT 574 57401	301385	C03603	02	
		020185					33.35					
		COUNTY PROJECT MANAGEMENT SERVICES										
59106		020193	IC	56039	050793	00030474	198.36	IC TRNSF PMT 400 47102	300434	B02216	01	
			IC	56040	050793	00030474	71.41	IC TRNSF PMT 400 47102	300434	B02216	02	
			IC	56040A	050793	00030474	75.38	IC TRNSF PMT 400 47101	300166	B02216	03	
			IC	56569	062593	00056799	161.55	IC TRNSF PMT 400 40801	300908	A00051	01	
			IC	56570	062593	00056799	226.17	IC TRNSF PMT 400 40801	300908	A00051	02	
			IC	56571	062593	00056799	452.34	IC TRNSF PMT 400 40801	300908	A00051	03	
			IC	56572	062593	00056799	161.55	IC TRNSF PMT 400 40801	300908	A00051	04	
			IC	56573	062593	00056799	129.24	IC TRNSF PMT 400 40801	300908	A00051	05	
		020193					1,476.00					

RIGHT-OF-WAY ACQUISITION 1,509.35

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PERIOD APR 1, 1993 THRU JUN 30, 1993.

NORTHEAST CORRIDOR MAINT

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME
	59109	020804	IC	56574	062593	00056799	351.00	IC TRHSF PMT 400-40503
		020804					351.00	
	59109	021131	CA	17694	051493	00033957	7,995.48	RAMSEY CO PROP RECORDS & REV
		021131					7,995.48	

NORTHEAST CORRIDOR MAINT 8,346.48

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PERIOD APR 1, 1993 THRU JUN 30, 1993.

CENTRAL CORRIDOR AA/DEIS

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME		
		COUNTY MANAGER SERVICES								
	59110	020176	IC	560310	050793	00030474	1,215.36	IC TRNSF PMT 400 40301	300908	A00602 05
			IC	56193C	051493	00033835	1,196.37	IC TRNSF PMT 400 40301	300908	A00603 04
		020176					2,411.73			
		DATA PROCESSING SERVICES-MTCE								
	59110	020185	IC	56554D	062593	00056799	75.11	IC TRNSF PMT 574 57401	301385	C03665 02
			IC	56555C	062593	00056799	80.06	IC TRNSF PMT 574 57401	301385	C03744 01
			IC	56558A	062593	00056799	95.30	IC TRNSF PMT 574 57401	301385	C03603 02
			IC	56565B	062593	00056799	73.03	IC TRNSF PMT 574 57401	301385	C03803 01
		020185					323.50			
		COUNTY PROJECT MANAGEMENT SERVICES								
	59110	020193	IC	22626	061893	00052725	661.20	IC TRNSF PMT 400 47102	300434	B02253 01
			IC	22627	061893	00052725	238.03	IC TRNSF PMT 400 47102	300434	B02253 02
			IC	22627A	061893	00052725	251.26	IC TRNSF PMT 400 47101	300166	B02253 03
			IC	56041	050793	00030474	793.44	IC TRNSF PMT 400 47102	300434	B02218 01
			IC	56042	050793	00030474	285.63	IC TRNSF PMT 400 47102	300434	B02218 02
			IC	56042A	050793	00030474	301.50	IC TRNSF PMT 400 47101	300166	B02218 03
			IC	56566B	062593	00056799	759.60	IC TRNSF PMT 400 40301	300908	A00606 03
			IC	56575	062593	00056799	1,357.02	IC TRNSF PMT 400 40801	300908	A00052 01
			IC	56576	062593	00056799	1,130.85	IC TRNSF PMT 400 40801	300908	A00052 02
			IC	56577	062593	00056799	2,552.49	IC TRNSF PMT 400 40801	300908	A00052 03
			IC	56578	062593	00056799	1,680.12	IC TRNSF PMT 400 40801	300908	A00052 04
			IC	56579	062593	00056799	1,389.33	IC TRNSF PMT 400 40801	300908	A00052 05
		020193					11,400.47			
		CONFERENCE & SEMINAR EXPENSES								
	59110	021403	CA	22915	061893	00053505	42.00	DESPIEGELAERE	KATHRYN	
		021403					42.00			
		OTHER TRAVEL								
	59110	021407	CA	23C00	062293	00055139	442.00	CAPLSON TRAVEL NETWORK		
		021407					442.00			

CENTRAL CORRIDOR AA/DEIS

14,619.70

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CENTRAL CORRIDOR AA/DEIS

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VEHNDOR NAME
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SECOND QUARTER 1993 EXPENDITURES

RAMSEY COUNTY REGIONAL RAILROAD AUTH

FUND 591 TOTAL

316,353.57

RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT YTD	EXPD
59101	RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY								
020102	CONSULTING SERVICES	92,300.00	0.00	0.00	92,300.00	92,300.00	0.00	61,200.00	
--									
020122	STATE AUDITOR	3,100.00	1,015.50	0.00	2,084.50	2,084.50	0.00	0.00	32.76
--									
020154	LEGISLATIVE REPRESENTATIVE	25,000.00	12,000.00	0.00	13,000.00	13,000.00	0.00	0.00	48.00
--									
020174	COUNTY ATTORNEY SERVICES	36,348.00	568.69	0.00	35,779.31	35,779.31	0.00	0.00	1.56
--									
020176	COUNTY MANAGER-SERVICES	68,000.00	12,438.45	0.00	55,561.55	55,561.55	0.00	0.00	18.29
--									
020179	BUDGETING AND ACCOUNTING SERVICES	20,000.00	4,631.26	0.00	15,368.74	15,368.74	0.00	0.00	23.16
--									
020185	DATA PROCESSING SERVICES-MTCE	6,000.00	789.86	0.00	5,210.14	5,210.14	0.00	0.00	13.16
--									
020193	COUNTY PROJECT MANAGEMENT SERVICES	124,200.00	39,669.29	0.00	84,530.71	84,530.71	0.00	0.00	31.94
--									
020194	PUBLIC INFORMATION SERVICES	30,000.00	0.00	0.00	30,000.00	30,000.00	0.00	0.00	
--									
020202	POSTAGE	5,800.00	681.56	0.00	5,118.44	5,118.44	0.00	0.00	11.75
--									
020207	TELEPHONE LONG DISTANCE CHARGES	380.00	32.53	0.00	347.47	347.47	0.00	0.00	8.56
--									
020208	TELEPHONE-LOCAL SERVICE	1,500.00	994.66	0.00	505.34	505.34	0.00	0.00	66.31
--									
020209	TELEPHONE-EQUIPMENT RENTAL	100.00	92.66	0.00	7.34	7.34	0.00	0.00	92.66
--									
020301	TRANSPORTATION ALLOWANCE	700.00	20.95	0.00	679.05	679.05	0.00	0.00	2.99
--									

RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59101	RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY			* CONTINUED *				
020305	MESSENGER SERVICE 800.00	332.50	0.00	467.50	467.50	0.00	0.00	41.56
--								
020401	PUBLISHING MINUTES & NOTICES 8,560.00	0.00	0.00	8,560.00	8,560.00	0.00	0.00	
--								
020501	PRINTING & STATIONERY 20,800.00	2,214.86	0.00	18,585.14	18,585.14	0.00	0.00	10.65
--								
020611	LIABILITY & PROPERTY DAMAGE 500.00	652.18	0.00	152.18CR	152.18CR	0.00	0.00	130.44
--								
020803	EQUIPMENT & MACHINERY REPAIRS 1,200.00	620.26	0.00	579.74	579.74	1,200.00	0.00	51.69
--								
020906	BUILDINGS & OFFICE SPACE 12,883.00	6,533.50	0.00	6,349.50	6,349.50	0.00	0.00	50.71
--								
020909	PARKING SPACE 1,440.00	660.00	0.00	780.00	780.00	0.00	0.00	45.83
--								
021101	BOOKS, PERIODICALS, SUBSCRIPTIONS 250.00	22.90	0.00	227.10	227.10	0.00	0.00	9.16
--								
021134	TUITION 750.00	0.00	0.00	750.00	750.00	0.00	0.00	
--								
021192	INTEREST 0.00	0.00	0.00	0.00	0.00	0.00	0.00	
--								
021226	COMMITTEE COMPENSATION 3,000.00	0.00	0.00	3,000.00	3,000.00	0.00	0.00	
--								
021401	MEMBERSHIP & DUES 500.00	0.00	0.00	500.00	500.00	0.00	0.00	
--								
021403	CONFERENCE & SEMINAR EXPENSES 6,000.00	1,369.37	0.00	4,630.63	4,630.63	0.00	0.00	22.82
--								
021407	OTHER TRAVEL 20,000.00	0.00	0.00	20,000.00	20,000.00	0.00	0.00	
--								

RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT YTD	EXPD
59101	RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY								
021408	VOLUNTEER/COMMITTEE MEETING EXPENSE	3,000.00	0.00	3,000.00	3,000.00	0.00	0.00		
--									
021409	CEC MEETING EXPENSES ACCOUNT	5,500.00	347.31	5,152.69	5,152.69	0.00	0.00	6.31	
--									
022213	TRANSIT JOINT POWERS	34,000.00	0.00	34,000.00	34,000.00	0.00	0.00		
--									
TOTL 02		532,611.00	85,688.29	446,922.71	446,922.71	1,200.00	61,200.00	16.09	
030101	OFFICE SUPPLIES	2,000.00	1,040.89	959.11	959.11	0.00	0.00	52.04	
040300	EQUIPMENT	400.00	0.00	400.00	400.00	0.00	0.00		
051001	CONTINGENT APPROPRIATIONS	168,322.00	0.00	168,322.00	168,322.00	0.00	0.00		
090306	OTHER GOVERNMENTAL UNITS	40,000.00	0.00	40,000.00	40,000.00	40,000.00	0.00		
CURR ORG-TOT		743,333.00	86,729.18	656,603.82	656,603.82	41,200.00	61,200.00	11.67	

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FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT YTD	EXPD YTD
R92 59101	RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY								
000000	314,183.17	20,422.17	0.00	293,761.00	293,761.00	0.00	0.00	6.50	
ORG-TOT	1,057,516.17	107,151.35	0.00	950,364.82	950,364.82	41,200.00	61,200.00	10.13	

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FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59103	RCRRA - PHASE 1 PRELIMINARY ENGINEERING							
020102	CONSULTING SERVICES 83,501.64	7,863.96	0.00	75,637.68	75,637.68	0.00	0.00	9.42
--								
020174	COUNTY ATTORNEY SERVICES 4,278.06	0.00	0.00	4,278.06	4,278.06	0.00	0.00	
--								
020176	COUNTY MANAGER-SERVICES 1,286.06	151.92	0.00	1,134.14	1,134.14	0.00	0.00	11.81
--								
020179	BUDGETING AND ACCOUNTING SERVICES 1,202.17	0.00	0.00	1,202.17	1,202.17	0.00	0.00	
--								
020185	DATA PROCESSING SERVICES-MTCE 90.48	11.56	0.00	78.92	78.92	0.00	0.00	12.78
--								
020193	COUNTY PROJECT MANAGEMENT SERVICES 17,900.47	676.77	0.00	17,223.70	17,223.70	0.00	0.00	3.78
--								
020194	PUBLIC INFORMATION SERVICES 1,051.68	0.00	0.00	1,051.68	1,051.68	0.00	0.00	
--								
020202	POSTAGE 10.98	0.00	0.00	10.98	10.98	0.00	0.00	
--								
020305	MESSENGER SERVICE 49.05	0.00	0.00	49.05	49.05	0.00	0.00	
--								
020401	PUBLISHING MINUTES & NOTICES 179.90	0.00	0.00	179.90	179.90	0.00	0.00	
--								
020531	PRINTING & STATIONERY 12.11	0.00	0.00	12.11	12.11	0.00	0.00	
--								
021192	INTEREST 0.00	0.00	0.00	0.00	0.00	0.00	0.00	
--								
021226	COMMITTEE COMPENSATION 100.00	0.00	0.00	100.00	100.00	0.00	0.00	
--								
021407	OTHER TRAVEL 0.36	0.00	0.00	0.36	0.36	0.00	0.00	
--								

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APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT YTD	EXPD YTD
59103	RCRRA - PHASE 1 PRELIMINARY ENGINEERING								
	VOLUNTEER/COMMITTEE MEETING EXPENSE								
021408	0.27	0.00	0.00	0.27	0.27	0.00	0.00		
--									
TOTL 02	109,663.23	8,704.21	0.00	100,959.02	100,959.02	0.00	0.00		7.94
ORG-TOT	109,663.23	8,704.21	0.00	100,959.02	100,959.02	0.00	0.00		7.94

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FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59105	PHASE II PE-MIDWAY CORRIDOR							
020102	CONSULTING SERVICES 1,731,720.17	380,765.35	1,055,154.82	1,350,954.82	295,800.00	0.00	0.00	21.99
--								
020174	COUNTY ATTORNEY SERVICES 46,640.56	0.00	0.00	46,640.56	46,640.56	0.00	0.00	
--								
020176	COUNTY MANAGER-SERVICES 7,208.89	3,835.98	0.00	3,372.91	3,372.91	0.00	0.00	53.21
--								
020179	BUDGETING AND ACCOUNTING SERVICES 10,000.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00	
--								
020185	DATA PROCESSING SERVICES-MTCE 781.04	177.42	0.00	603.62	603.62	0.00	0.00	22.72
--								
020193	COUNTY PROJECT MANAGEMENT SERVICES 232,395.96	5,820.55	0.00	226,575.41	226,575.41	0.00	0.00	2.50
--								
020202	POSTAGE 3,412.81	0.00	0.00	3,412.81	3,412.81	0.00	0.00	
--								
020401	PUBLISHING MINUTES & NOTICES 3,976.60	0.00	0.00	3,976.60	3,976.60	0.00	0.00	
--								
020501	PRINTING & STATIONERY 9,832.06	0.00	0.00	9,832.06	9,832.06	0.00	0.00	
--								
021192	INTEREST 0.00	0.00	0.00	0.00	0.00	0.00	0.00	
--								
021226	COMMITTEE COMPENSATION 1,000.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00	
--								
021407	OTHER TRAVEL 10,906.20	0.00	0.00	10,906.20	10,906.20	0.00	0.00	
--								
021408	VOLUNTEER/COMMITTEE MEETING EXPENSE 915.80	0.00	0.00	915.80	915.80	0.00	0.00	
--								
TOTL 02	2,058,790.09	390,599.30	1,055,154.82	1,668,190.79	613,035.97	0.00	0.00	18.97
ORG-TOT	2,058,790.09	390,599.30	1,055,154.82	1,668,190.79	613,035.97	0.00	0.00	18.97

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FUND NJ. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NJ.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59106	RIGHT-OF-WAY ACQUISITION							
020174	COUNTY ATTORNEY SERVICES 4,910.70	3,534.72	0.00	1,375.98	1,375.98	0.00	0.00	71.98
--								
020179	BUDGETING AND ACCOUNTING SERVICES 1,963.92	0.00	0.00	1,963.92	1,963.92	0.00	0.00	
--								
020185	DATA PROCESSING SERVICES-MTCE 376.99	34.86	0.00	342.13	342.13	0.00	0.00	9.25
--								
020192	SURVEYING SERVICE 5,603.00	5,939.50	0.00	336.50CR	336.50CR	1,324.82	0.00	106.01
--								
020193	COUNTY PROJECT MANAGEMENT SERVICES 5,617.06	1,817.75	0.00	3,799.31	3,799.31	0.00	1,324.82	32.36
--								
020202	POSTAGE 296.05	0.00	0.00	296.05	296.05	0.00	0.00	
--								
020401	PUBLISHING MINUTES & NOTICES 500.00	0.00	0.00	500.00	500.00	0.00	0.00	
--								
020501	PRINTING & STATIONERY 500.00	0.00	0.00	500.00	500.00	0.00	0.00	
--								
021192	INTEREST 0.00	0.00	0.00	0.00	0.00	0.00	0.00	
--								
TOTL 02	19,767.72	11,326.83	0.00	8,440.89	8,440.89	1,324.82	1,324.82	57.30
ORG-TOT	19,767.72	11,326.83	0.00	8,440.89	8,440.89	1,324.82	1,324.82	57.30

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RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER PCT OUT (FROM) YTD
59108	SOUTH CORRIDOR STUDY						
020102	CONSULTING SERVICES 1,416.40	0.00	0.00	1,416.40	1,416.40	0.00	0.00
020174	COUNTY ATTORNEY SERVICES 0.55	0.00	0.00	0.55	0.55	0.00	0.00
020176	COUNTY MANAGER-SERVICES 66.45	0.00	0.00	66.45	66.45	0.00	0.00
020179	BUDGETING AND ACCOUNTING SERVICES 197.97	0.00	0.00	197.97	197.97	0.00	0.00
020185	DATA PROCESSING SERVICES-MTCE 114.58	0.00	0.00	114.58	114.58	0.00	0.00
020193	COUNTY PROJECT MANAGEMENT SERVICES 263.24	0.00	0.00	263.24	263.24	0.00	0.00
020202	POSTAGE 5.43	0.00	0.00	5.43	5.43	0.00	0.00
020305	MESSENGER SERVICE 25.00	0.00	0.00	25.00	25.00	0.00	0.00
020401	PUBLISHING MINUTES & NOTICES 8.57	0.00	0.00	8.57	8.57	0.00	0.00
020501	PRINTING & STATIONERY 81.88	0.00	0.00	81.88	81.88	0.00	0.00
021192	INTEREST 0.00	0.00	0.00	0.00	0.00	0.00	0.00
021226	COMMITTEE COMPENSATION 100.00	0.00	0.00	100.00	100.00	0.00	0.00
021408	VOLUNTEER/COMMITTEE MEETING EXPENSE 100.00	0.00	0.00	100.00	100.00	0.00	0.00
TOTL 02	2,380.07	0.00	0.00	2,380.07	2,380.07	0.00	0.00
ORG-TOT	2,380.07	0.00	0.00	2,380.07	2,380.07	0.00	0.00

RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT YTD	EXPD
59109	RCRRA - NORTHEAST CORRIDOR MAINTENANCE								
020193	COUNTY PROJECT MANAGEMENT SERVICES 20,000.00	0.00	0.00	20,000.00	20,000.00	20,000.00	0.00		
020618	PUBLIC LIABILITY INSURANCE 4,000.00	47.00	0.00	3,953.00	3,953.00	0.00	0.00	1.18	
020804	GROUNDS-REPAIRS 36,000.00	827.00	0.00	35,173.00	35,173.00	0.00	0.00	2.30	
021131	ASSESSMENTS 15,990.96	7,995.48	0.00	7,995.48	7,995.48	15,990.96	0.00	50.00	
021192	INTEREST 0.00	0.00	0.00	0.00	0.00	0.00	0.00		
030507	SIGNS & SIGN REPAIRS 14,009.04	0.00	0.00	14,009.04	14,009.04	0.00	15,990.96		
ORG-TOT	90,000.00	8,869.48	0.00	81,130.52	81,130.52	35,990.96	15,990.96	9.85	

RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT YTD	EXPD YTD
59110	CENTRAL CORRIDOR AA/DEIS								
020102	CONSULTING SERVICES 0.00	0.00	0.00	0.00	0.00	0.00	20,000.00		
020174	COUNTY ATTORNEY SERVICES 1,401.44	0.00	0.00	1,401.44	1,401.44	0.00	0.00		
020176	COUNTY MANAGER-SERVICES 1,981.36	9,646.92	0.00	7,665.56CR	7,665.56CR	0.00	0.00	486.88	
020179	BUDGETING AND ACCOUNTING SERVICES 3,000.00	0.00	0.00	3,000.00	3,000.00	0.00	0.00		
020185	DATA PROCESSING SERVICES-MTCE 488.50	545.52	0.00	57.02CR	57.02CR	0.00	0.00	111.67	
020193	COUNTY PROJECT MANAGEMENT SERVICES 20,000.00	19,671.27	0.00	328.73	328.73	20,000.00	0.00	98.36	
020202	POSTAGE 500.00	0.00	0.00	500.00	500.00	0.00	0.00		
020401	PUBLISHING MINUTES & NOTICES 300.00	0.00	0.00	300.00	300.00	0.00	0.00		
020501	PRINTING & STATIONERY 500.00	0.00	0.00	500.00	500.00	0.00	0.00		
021192	INTEREST 0.00	0.00	0.00	0.00	0.00	0.00	0.00		
021226	COMMITTEE COMPENSATION 1,000.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00		
021403	CONFERENCE & SEMINAR EXPENSES 140.91	42.00	0.00	98.91	98.91	0.00	0.00	29.81	
021407	OTHER TRAVEL 2,000.00	1,222.45	0.00	777.55	777.55	0.00	0.00	61.12	
TOTL 02	31,312.21	31,128.16	0.00	184.05	184.05	20,000.00	20,000.00	99.41	
DRG-TOT	31,312.21	31,128.16	0.00	184.05	184.05	20,000.00	20,000.00	99.41	
ACT-TOT	3,369,429.49	557,779.33	1,055,154.82	2,811,650.16	1,756,495.34	98,515.78	98,515.78	16.55	
5 FC	3,369,429.49	557,779.33	1,055,154.82	2,811,650.16	1,756,495.34	98,515.78	98,515.78	16.55	
FUND CURR TOT	3,055,246.32	537,357.16	1,055,154.82	2,517,889.16	1,462,734.34	98,515.78	98,515.78	17.59	
FUND R92 TOT	314,183.17	20,422.17	0.00	293,761.00	293,761.00	0.00	0.00	6.50	

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

4

REGIONAL RAILROAD AUTHORITY

Originating Department

L. L. Spigels 8/3/93
Authorized Signature Date

Board Action Requested

Ratify Partial Payment No. 21 to BRW, Inc. in the amount of \$91,744.28 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 service and terms of payment. Payment in the total amount of \$91,744.28 for the period ending May 31, 1993, has been issued in accordance with contract provisions and Rail Authority Resolution No. R92-. Payment documentation is being submitted for ratification in compliance with the latter.

- Attachments are:
- 1) Proposed resolution
 - 2) Accounts Payable form and Partial Payment 21
 - 3) BRW, Inc. Invoice No. 68505 and attachments

Budgeting and Accounting <u><i>Ed. Blawie</i></u> County Attorney <u><i>W. L. MacFarlane</i></u> 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
August 10, 1993

Signature

Date
7/31/93

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 May 31, 1993; 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; and

WHEREAS, BRW, Inc. Invoice No. 68505, Partial Payment No. 21, and attachments thereto, provide the correct documentation of payments due BRW, Inc. through May 31, 1993; Now, Therefore, Be It

RESOLVED, Payment to BRW, Inc. in the amount of \$91,744.28 for Ramsey County Regional Railroad Authority's share of services rendered through May 31, 1993, is hereby ratified.

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary

ACCOUNTS PAYABLE

COMPUTER INPUT
PLEASE TYPE OR
PRINT PLAINLY

CHARGE TO: Department Regional Railroad Authority Date: 7/9/93

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	\$ 91,744.28
				\$
				\$
				\$
				\$

15-17 18-20 21-25 26-31 32-41

4 PAY TO: 02207 \$ 91,744.28
 8 First Name & Initial (NO PUNCTUATION) 9-22
BRW
 Last Name or Company Name 23-52
 (Name-Continued) 53-76
 3 8 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: Inv. No. 68505 Partial Pymt. 21; Midway Phase II PE
 8 9-60
Agreement PA270; Acct. 59105-020102; May 31, 1993
 8 9-60

For Risk Management Use Only			
Claim #	Name	9-24	Type

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 vendors 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. 21

PREPARED BY: BK

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

ENTERED BY: BK

PROJECT COST CENTER: 59105

AGREEMENT NO: PA270

DATE: JUL 09 93

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 66.8%

TOTAL VALUE OF WORK CERTIFIED - 31 MAY 93

\$1,964,135.98

LESS RETAINAGE

\$96,181.34

AMOUNT DUE

\$1,867,954.64

LESS PREVIOUSLY APPROVED PAYMENTS:

\$1,766,452.54

ALLOWABLE PAYMENT FOR THIS PARTIAL:

\$101,502.10

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.

7/9/93 [Signature]
DATE DIRECTOR, RC REGIONAL RAILROAD PLANNING

7/9/93 [Signature]
DATE CONSULTANT

PREVIOUS PARTIALS:	RCRRA SHARE	HCRRA 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 NO. 12	\$69,121.38	\$9,537.67	\$78,659.05
PARTIAL PAYMENT NO. 13	\$73,702.93	\$9,921.20	\$83,624.13
PARTIAL PAYMENT NO. 14	\$46,917.85	\$4,829.83	\$51,747.68
PARTIAL PAYMENT NO. 15	\$40,383.28	\$6,905.51	\$47,288.79
PARTIAL PAYMENT NO. 16	\$25,047.42	\$7,219.55	\$32,266.97
PARTIAL PAYMENT NO. 17	\$43,845.84	\$8,895.07	\$52,740.91
PARTIAL PAYMENT NO. 18	\$64,823.03	(\$19,283.85)	\$45,539.18
PARTIAL PAYMENT NO. 19	\$56,199.29	\$5,931.26	\$62,130.55
PARTIAL PAYMENT NO. 20	\$103,548.64	\$10,743.79	\$114,292.43
PARTIAL PAYMENT NO. 21	\$91,744.28	\$9,757.82	\$101,502.10
PARTIAL PAYMENT TOTAL:	\$1,680,789.46	\$187,165.18	\$1,867,954.64

SUMMARY OF AGREEMENT

ORIGINAL AGREEMENT AMOUNT: \$2,940,000.00
LESS TOTAL PARTIAL PAYMENTS (INCLUDING THIS PAYMENT) \$1,867,954.64
AMOUNT REMAINING ON AGREEMENT \$1,072,045.36



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
San Diego
Seattle
Portland
Orlando
Milwaukee

INVOICE
68505

Ms. Kathryn DeSpiegelaere
Ramsey County RRA
360 Ramsey Co. Govt. Cntr-W
50 West Kellogg Boulevard
St. Paul, MN 55102

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

DATE: May 31, 1993
JOB NO: 1362

INVOICE PERIOD: May 1993
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/HCRRA 91-001.

ITEM	BILLED THIS INVOICE	PREVIOUSLY BILLED	TOTAL BILLING TO DATE
RCRRA	\$ 96,572.93	\$ 1,670,760.26	\$ 1,767,333.19
LESS RETAINAGE	\$ <u>4,828.65</u>	\$ <u>81,715.08</u>	\$ <u>86,543.73</u>
RCRRA DUE THIS BILLING	\$ 91,744.28	\$ 1,589,045.18	\$ 1,680,789.46
 HCRRA	 \$ 10,271.40	 \$ 186,531.39	 \$ 196,802.79
LESS RETAINAGE	\$ <u>513.58</u>	\$ <u>9,124.03</u>	\$ <u>9,637.61</u>
HCRRA DUE THIS BILLING	\$ 9,757.82	\$ 177,407.36	\$ 187,165.18

*5% of total less \$2,025.16 ZGF retainage paid (\$1,822.64 RCRRA; \$202.52 HCRRA)

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

BRW, INC.


Richard P. Wolsfeld
Principal

Memorandum



INVOICE ADJUSTMENT

B R W INC.

Planning
Transportation
Engineering
Urban Design

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

Denver
Milwaukee
Minneapolis
Orlando
Phoenix
Portland
San Diego
Seattle

Donald W. Ringrose
Richard P. Wolsfeld
Thomas F. Carroll
Craig A. Amundsen
Donald E. Hunt
John B. McNamara
Richard D. Pilgrim
Dale N. Beckmann
Jeffery L. Benson
Ralph C. Blum
Gary J. Erickson
John C. Lynch
Paul N. Bay
Sabri Ayaz
Gary A. Ehret
Anthony Heppelmann
S Pakalns
Martha McPhee
Howard P. Preston
Dennis P. Probst

Date: 6/29/93

To: Cathy Schmidt - LTK

From: Jennie Thatcher

Invoice Number: 9304005

Dated: 4/15/93

Original Amount: \$ 3028.00

Has been reduced by \$ 602.00 Due to:

Retainage Exceeds Contract Addition Error

New Total \$ 2426.00

Comments: Computer lease credit as per attached memos.

Please adjust your records accordingly. Please call

if you have any questions.

cc: Ken Stevens, HCRRA
Kathryn DeSpiegelaere, RCRRA
File: Midway 15.5



LTK Engineering Services

Two Valley Square, Suite 300
512 Township Line Road
Blue Bell, PA 19422
Telephone (215) 542-0700

Member of the Klauder Group

4440

BENNETT, RINGROSE, WOLSFELD, JARVIS & GARDNER, INC

THRESHER SQUARE
700 THIRD STREET SOUTH
MINNEAPOLIS, MN 55415

Date APRIL 15, 1993
Invoice No. 9304005
LTK File No. 228102

APRIL 15, 1993

MIDWAY CORRIDOR PHASE II - PRELIMINARY ENGINEERING -
TRACTION ELECTRIFICATION SYSTEM (SRW JOB NO. 1362B10
AGREEMENT DATED 11/13/91 - AMENDMENT NO. 1 DATED 3/30/93 -
SUBCONTRACT RCRRRA/HCKRA 91-001 W.O. LTK 2 DATED 2/13/92).

SERVICES:

	AMOUNT	TOTAL
TOTAL LABOR (PAGE 2)	\$ 3,028.00	
TOTAL SERVICES		\$ 3,028.00
TOTAL SERVICES AND EXPENSES	3,028.00	\$ 3,028.00
LESS RETAINAGE @ 5.00%	- 602.00 credit	\$ 151.40
TOTAL AMOUNT DUE THIS INVOICE	\$ 2,426.00 Subtotal	\$ 2,876.60
	- 121.30 Retainage	
	\$ 2304.70	

Approved by: _____

Job Number: 1362-B-30

Date Routed: 52830

Please return to accounting department ASAP

CONTRACT 91001

BRW, INC.
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

LTK INVOICE NO.	LTK INVOICE AMOUNT	BRW INVOICE NO.	BRW INVOICE PERIOD
9205067	172.00	65768	MAY 1992
9208036	258.00	66779	SEPTEMBER 1992
9209036	86.00	66779	SEPTEMBER 1992
9209036	86.00	67039	OCTOBER 1992
TOTAL CREDIT DUE	602.00		

0.00 *

172.00*+

172.00 *

LTK MANAGEMENT SERVICES, INC.

TWO VALLEY SQUARE, SUITE 300

512 TOWNSHIP LINE ROAD

BLUE BELL, PA 19422

TELEPHONE NO. (215) 542-0700

LTK ENGINEERING SERVICES
TWO VALLEY SQUARE
512 TOWNSHIP LINE ROAD
BLUE BELL, PA 19422

DATE
INVOICE NO.
LTK FILE NO.

MAY 1, 1992
9205067
1907-55

LEASE OF AST 386 NOTEBOOK

*Portable
PC
laptop*

AMOUNT

TOTAL

LEASE OF COMPUTER EQUIPMENT

JOB NUMBER 2281 -1

APRIL 1992

86.00

MAY 1992

86.00

TOTAL

\$ 172.00

TOTAL AMOUNT DUE THIS INVOICE

\$ 172.00

LTK ENGINEERING SERVICES

VENDOR # 4975 PMT DATE 5/13/92
ACCOUNT # PROJ. #
VOUCHER # 25204

*BRW
65768
May 92*

MONTH OF MAY 1993
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	\$325,000	\$6,981	\$262,543	\$62,457	81%	85%	\$223,162	15%	\$39,382	+ \$45,000 ALLOCATION PER 11/17/92 LETTER
TASK 2.0 OPERATIONS	\$80,000	\$3,427	\$26,733	\$53,267	33%	85%	\$22,723	15%	\$4,010	
TASK 3.0 SYSTEM DESIGN	\$210,000	\$2,262	\$24,111	\$185,889	11%	90%	\$21,700	10%	\$2,411	
TASK 4.0 CIVIL DESIGN	\$1,175,000	\$83,857	\$857,163	\$317,837	73%	89%	\$762,875	11%	\$94,288	- \$65,000 ALLOCATION PER 11/17/92 LETTER
TASK 4.0 ADD'L SERVICES RCRRA CONTINGENCY	\$3,200	\$0	\$3,200	\$0	100%	100%	\$3,200	0%	\$0	+ \$3,200 ALLOCATION PER 2/14/92 LETTER
TASK 5.0 FACILITY DESIGN	\$530,000	\$9,468	\$431,980	\$98,020	82%	90%	\$388,782	10%	\$43,198	- \$30,000 ALLOCATION PER 2/14/92 LETTER + \$50,000 ALLOCATION PER 11/17/92. COSTS ASSOC. W/PREP OF PRESENTATION MATERIALS FOR STATION
TASK 6.0 VALUE ENGINEERING	\$30,000	\$0	\$30,449	(\$449)	101%	80%	\$24,359	20%	\$8,090	AREA MTNG TRANSFERRED TO TASK 11.0
TASK 7.0 COST ESTIMATES	\$90,000	\$24	\$46,170	\$43,830	51%	85%	\$39,245	15%	\$6,826	+ \$5,000 ALLOCATION PER 11/17/92 LETTER
TASK 8.0 ENVIRONMENTAL IMPACT MITIGATION	\$115,000	\$0	\$105,905	\$9,095	92%	90%	\$95,314	10%	\$10,590	+ \$60,000 ALLOCATION PER 11/17/92 LETTER
TASK 8.0 ADD'L SERVICES - RCRRA CONTINGENCY	\$10,500	\$0	\$10,500	\$0	100%	100%	\$10,500	0%	\$0	+ \$30,000 ALLOCATION PER 2/14/92 LETTER
TASK 8.0 IMPLEMENTATION METHOD/MGMT	\$10,000	\$0	\$0	\$10,000	0%	80%	\$0	20%	\$0	+ \$10,599 ALLOCATION PER 2/14/92 LETTER
TASK 10.0 AGENCY COORDINATION	\$55,000	\$0	\$22,121	\$32,879	40%	90%	\$19,909	10%	\$2,212	
TASK 11.0 PARTICIPATION/COMMUNICATION	\$145,000	\$0	\$25,829	\$119,171	18%	90%	\$23,246	10%	\$2,583	
TASK 11.0 RCRRA COMMUNITY PARTICIPATION	\$0	\$0	\$104,621	(\$104,621)		100%	\$104,621	0%	\$0	
TASK 11.0 HCRRA COMMUNITY PARTICIPATION	\$0	\$825	\$10,824	(\$10,824)		0%	\$0	100%	\$10,824	
SUBTOTAL	\$2,778,700	\$106,844	\$1,962,148	\$816,552	71%		\$1,739,635		\$222,513	
CONTINGENCY	\$161,300			\$161,300						- \$13,700 ALLOCATION PER 2/14/92 LETTER - \$95,000 ALLOCATION PER 11/17/92 LETTER

MIDWAY PE BUDGET HISTORY

	ORIGINAL	2/14/92	2/14/92	2/14/92	11/17/92	
WORK TASK	CONTRACT AMOUNT	LETTER #1	LETTER #2	LETTER #3	LETTER #4	TOTAL
TASK 1.0	\$ 280,000				\$45,000	\$ 325,000
TASK 2.0	\$ 80,000					\$ 80,000
TASK 3.0	\$ 210,000					\$ 210,000
TASK 4.0	\$1,240,000			\$3,200	(\$65,000)	\$1,178,200
TASK 5.0	\$ 510,000	(\$30,000)			\$50,000	\$ 530,000
TASK 6.0	\$ 25,000				\$5,000	\$ 30,000
TASK 7.0	\$ 30,000				\$60,000	\$ 90,000
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	\$95,000	\$2,778,700
CONTINGENCY	\$ 270,000		(\$10,500)	(\$3,200)	(\$95,000)	\$ 161,300
TOTAL	\$2,940,000	\$0	\$0	\$0		\$2,940,000

TOTAL EXPENSE

ATTACHMENT NUMBER 1 TO AGREEMENT RCRRA/HCRRRA 91-001
 COST DETERMINATION BY WORK TASK FOR RCRRA AND HCRRRA
 INVIOCE PERIOD : MAY 1993
 FILENAME: 89003_1

1

last update : 06/18/93

WORK TASK	LABOR *	DIRECT EXPENSES **	TOTAL	%	RCRRA ALLOCATION AMOUNT	%	HCRRRA ALLOCATION AMOUNT
1.0 PROJECT MANAGEMENT	\$6,981.40	\$0.00	\$6,981.40	85%	\$5,934.19	15%	\$1,047.21
2.0 OPERATIONS PLAN	\$0.00	\$3,426.82	\$3,426.82	85%	\$2,912.80	15%	\$514.02
3.0 SYSTEMS ENGINEERING DESIGN	\$0.00	\$2,262.16	\$2,262.16	90%	\$2,035.94	10%	\$226.22
4.0 CIVIL ENGINEERING DESIGN	\$0.00	\$0.00	\$0.00	89%	\$0.00	11%	\$0.00
NEW DISTRIBUTION	\$43,045.50	\$40,811.96	\$83,857.46	92%	\$77,148.86	8%	\$6,708.60
ADD'L SERVICES (RCRRA CONTINGENCY)	\$0.00	\$0.00	\$0.00	100%	\$0.00	0%	\$0.00
5.0 FACILITY DESIGN	\$9,467.50	\$0.00	\$9,467.50	90%	\$8,520.75	10%	\$946.75
6.0 VALUE ENGINEERING	\$0.00	\$0.00	\$0.00	80%	\$0.00	20%	\$0.00
7.0 SYSTEM COST ESTIMATES	\$0.00	\$23.99	\$23.99	85%	\$20.39	15%	\$3.60
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	\$0.00	\$0.00	\$0.00	90%	\$0.00	10%	\$0.00
11.0 COMMUNITY PARTICIPATION	\$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
RCRRA COMMUNITY PARTICIPATION	\$0.00	\$0.00	\$0.00	100%	\$0.00	0%	\$0.00
HCRRRA COMMUNITY PARTICIPATION	\$825.00	\$0.00	\$825.00	0%	\$0.00	100%	\$825.00
TOTAL	\$60,319.40	\$46,524.93	\$106,844.33		\$96,572.93		\$10,271.40

BRW, INC.
700 THIRD ST SOUTH
MPLS, MN 55415

MAY 31, 1993

PROJECT NO. 1362B.01

MIDWAY PE SURVEYS/MAPPNG

PROJECT NO. 1362A.41

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. CONSULTANT			
SUTHERLAND, JOSEPH	2.0	67.50	135.00

TOTAL LABOR			135.00
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TOTAL THIS PROJECT	\$	135.00
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MIDWAY PE GUIDEWAY+TRACK

PROJECT NO. 1362A.42

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1993

BRW, INC.

PROJECT NO. 1362B.01

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	19.5	145.00	2,827.50
SR. CONSULTANT			
SUTHERLAND, JOSEPH	50.0	67.50	3,375.00
STAFF LEVEL III			
BUCKLEY, SUSAN	0.7	37.50	26.25
JOHNSRUD, LARRY	53.8	37.50	2,017.50
SUBTOTALS	54.5		2,043.75
TOTALS	124.0		8,246.25

TOTAL LABOR 8,246.25

TOTAL THIS PROJECT \$ 8,246.25

MIDWAY PE UTILITIES

PROJECT NO. 1362A.43

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	1.0	145.00	145.00
TOTAL LABOR			145.00

TOTAL THIS PROJECT \$ 145.00

BRW, INC.

PROJECT NO. 1362B.01

PROJECT NO. 1362A.45

MIDWAY PE GUIDEWAY STRUC

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1993

PROFESSIONAL PERSONNEL	HOURS	RATE	AMOUNT
PRINCIPAL ERICKSON, GARY	2.5	145.00	362.50
SR. CONSULTANT SUTHERLAND, JOSEPH	22.0	67.50	1,485.00
STAFF LEVEL III BUCKLEY, SUSAN	1.0	37.50	37.50
STAFF LEVEL II HAMRICK, CLAUDIA	0.3	35.00	10.50
TOTALS	25.8		1,895.50
		TOTAL LABOR	1,895.50
		TOTAL THIS PROJECT	\$ 1,895.50

PROJECT NO. 1362A.47

MIDWAY PE STREET/SIGNAL

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1993

PROFESSIONAL PERSONNEL	HOURS	RATE	AMOUNT
CONSULTANT I GREEN, ROBERT	24.0	47.50	1,140.00
		TOTAL LABOR	1,140.00

BRW, INC.

PROJECT NO. 1362B.01

TOTAL THIS PROJECT \$ 1,140.00
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MIDWAY PE MNDOT/FHNA MTG

PROJECT NO. 1362A.48

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1993

PROFESSIONAL PERSONNEL	HOURS	RATE	AMOUNT
SR. CONSULTANT SUTHERLAND, JOSEPH	6.0	67.50	405.00
CONSULTANT I STUBBS, ROBERT	1.2	47.50	57.00
STAFF LEVEL III BUCKLEY, SUSAN	2.0	37.50	75.00
STAFF LEVEL II HAWKINSON, TOM	2.0	35.00	70.00
TOTALS	11.2		607.00
		TOTAL LABOR	607.00

		TOTAL THIS PROJECT	\$ 607.00 =====

BRW, INC.

PROJECT NO. 1362B.01

PROJECT NO. 1362A.49

MIDWAY PE PLAN ASSEMBLY

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1993

PROFESSIONAL PERSONNEL	HOURS	RATE	AMOUNT
PRINCIPAL ERICKSON, GARY	5.0	145.00	725.00
SR. CONSULTANT RUSCO, BRENT	120.0	67.50	8,100.00
SUTHERLAND, JOSEPH	107.5	67.50	7,256.25
SUBTOTALS	227.5		15,356.25
STAFF LEVEL IV GEORGESON, TIM	94.0	45.00	4,230.00
STAFF LEVEL III BUCKLEY, SUSAN	1.5	37.50	56.25
JOHNSRUD, LARRY	59.0	37.50	2,212.50
MAIJALA, LARRY	49.0	37.50	1,837.50
WHEELER, CHRISTOPHER	2.3	37.50	86.25
SUBTOTALS	111.8		4,192.50
STAFF LEVEL II PEPLOE, MICHAEL	152.0	35.00	5,320.00
STAFF LEVEL I SMITH, KRIS	39.0	27.00	1,053.00
TOTALS	629.3		30,876.75
		TOTAL LABOR	30,876.75
		TOTAL THIS PROJECT	\$ 30,876.75

BRW, INC.

PROJECT NO. 1362B.01

MIDWAY PE PROJECT MGMT

PROJECT NO. 1362B.10

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
VICE PRESIDENT			
DIFFERT, DOUGLAS	5.0	95.00	475.00
PROBST, DENNIS	36.0	95.00	3,420.00
CONSULTANT II			
COLBURN, ELIZABETH	6.0	57.50	345.00
MOLITOR, LINDA	2.0	57.50	115.00
CONSULTANT I			
THATCHER, JENNIE	50.8	47.50	2,413.00
STAFF LEVEL III			
HENDERSON, JANE	0.1	37.50	3.75
RONHOVDE, NANCY	0.3	37.50	11.25
STAFF LEVEL II			
CUMMING, DIANA	0.5	35.00	17.50
STAFF LEVEL I			
SCHAFFER, KIM	6.7	27.00	180.90
TOTALS	107.4		6,981.40
		TOTAL LABOR	6,981.40

		TOTAL THIS PROJECT	\$ 6,981.40
			=====

BRW, INC.

PROJECT NO. 1362B.01

MIDWAY PE STATN STRUCTRS

PROJECT NO. 1362B.53

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. ASSOCIATE SMOLUCHOWSKI, PETER	16.0	90.00	1,440.00
		TOTAL LABOR	1,440.00
		TOTAL THIS PROJECT	\$ 1,440.00

11.0 HCRRA COMM/PARTICIP

PROJECT NO. 1362C.08

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
WICKLUND, DAVID	22.0	37.50	825.00
		TOTAL LABOR	825.00
		TOTAL THIS PROJECT	\$ 825.00

BRW, INC.

PROJECT NO. 1362B.01

MIEWAY PE STATN SITE FD

PROJECT NO. 1362C.52

PROFESSIONAL SERVICES FOR THE PERIOD ENDING MAY 31, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. ASSOCIATE PAKALNS, ARIJS	8.0	90.00	720.00
SR. CONSULTANT MALLOY, STEPHEN	99.0	67.50	6,682.50
CONSULTANT I BEHRINGER, CHRIS	10.0	47.50	475.00
STAFF LEVEL III RAMBERG, JEFF	4.0	37.50	150.00
TOTALS	121.0		8,027.50
		TOTAL LABOR	8,027.50
		TOTAL THIS PROJECT	\$ 8,027.50

INVOICE SUMMARY

TOTAL LABOR	60,319.40
TOTAL THIS INVOICE	60,319.40

ATTACHMENT B - DIRECT COST AND SUBCONTRACTORS

AGREEMENT NO RCRRA/HCRRRA-91001

INVOICE PERIOD : MAY 1993

FILENAME: MIDWAYII_B

OTHER DIRECT NON-SALARY COSTS

BRW GRAPHIC REPRODUCTION	\$0.00
TRAVEL/AUTO/MILEAGE	0.00
FREIGHT/DELIVERY	122.95
OUTSIDE REPRODUCTION/PHOTO	0.00
TEMP. HELP	33.59

TOTAL	\$156.54
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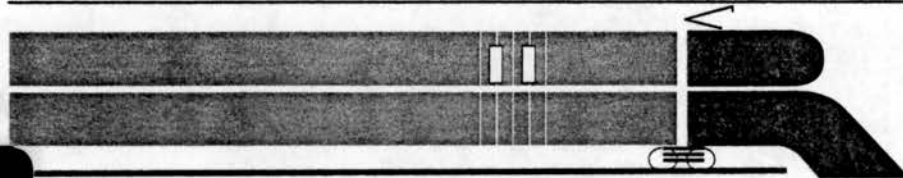
SUBCONTRACTORS

BRW ARCHITECTS, INC.	\$0.00
BECHTEL	\$7,773.38
LTK ENGINEERING	\$6,465.42
TKDA	\$32,129.59
AM. ENGINEERING TESTING	\$0.00

TOTAL	\$46,368.39
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TOTAL EXPENSES	\$46,524.93
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file



Ramsey County Regional Railroad Authority

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

Kathy Despiegelaere
Ramsey County Regional
Railroad Authority
Documentation

Ruby Hunt, Treasurer
District 5

Hal Norgard
District 7

Brenda C. Thomas
District 2

Dick Wedell
District 1

AGENDA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY, AUGUST 24, 1993

10:30 AM

LARGE CONFERENCE ROOM - ROOM 220 COURT HOUSE

1. * Minutes of Ramsey County Regional Authority of the meetings of July 13, 1993, and August 10, 1993.
 2. Update on Central Corridor
 3. * Approve contract with Nova Environmental Services for a Phase I Environmental Audit of BN Northeast Corridor for an amount not to exceed \$3,500 and authorize the Chairman of RCRRA to execute the contract with Nova.
 4. * Approve agreement with MCI for installation of fiber optic cable on Northeast Corridor right of way for a fee of \$500 and authorize the Chairman of RCRRA to execute the agreement with MCI.
- * Action is requested.

MINUTES

RAMSEY COUNTY REGIONAL RAILROAD

AUTHORITY

July 13, 1993

The regular meeting of the Ramsey County Regional Railroad Authority was held on Tuesday, July 13th, 1993 in the Large Conference Room of 220 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 Warren Schaber
Commissioner Brenda Thomas
Commissioner Dick Wedell

MEMBERS ABSENT:

Commissioner Diane Ahrens

Also Present:

Kathryn DeSpiegelaere, Frances Glendenning, Karen Tero,
Ed Glaubitz, Terry Schutten, Toni Baker, Steve Wilson,
Jill Goski, Lisa Lee

1. Minutes - of the Ramsey County Regional Railroad Authority Board Meeting of May 25, 1993.

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

The Ramsey County Regional Railroad Authority approves the minutes of the regular meeting of the Ramsey County Regional Railroad Authority Board Meeting of May 25, 1993, as written.

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

2. Central Corridor AA/DEIS Update

Kathy DeSpiegelaere addressed the Board. At the last Regional Rail Authority meeting, she had indicated that the patronage forecasts for the Central Corridor would be ready and Steve Wilson, who is a forecaster from the Metropolitan Council, is here with us. Since much of the material was in the packets, she didn't review it in detail. In the packets are the review of the alternatives, an overview of the model, input data, forecasts, comparison to previous forecasts, what could change the forecasts, and conclusion.

We're dealing in the study with four different alternatives. One of them is termed "No Build". It is some slight improvement to existing bus service. One of them is termed "TSM", Transportation System Management. That alternative makes additional moderate level improvements to the existing bus system. The third alternative is a "Busway", which would be providing bus service on an exclusive lane between the two downtowns, and it follows the LRT alignment. That is, it's in the center of I-94, follows the LRT alignment through the Westgate area and the University of Minnesota. The "LRT" alternative is one that we are familiar with, as it's about 11 miles long, connects the two downtowns, the University of Minnesota, and the Capitol area.

Since the last forecasts were done, there have been some changes to the factors that go into the model. One of the changes is that the downtown Minneapolis and St. Paul employment projections have been decreased. There still is anticipated to be an increase in the overall projection, but less so than previously anticipated. For downtown St. Paul, an 8% change between now and the year 2010. Another item that goes into the forecasts is the amount of time that it takes to travel on the transit alternatives. From Minneapolis to downtown St. Paul, for example, on the LRT alternative, the trip is expected to take about 30 minutes; on the Busway, 32 minutes if it makes stops at locations between the two downtowns, and 27 minutes if it's a full express without stops. The forecasting input data also includes information on operating costs, and I think this one is always interesting. The forecast is that it would cost 9.5 cents per mile to operate a vehicle. Now we know that does not include all the costs. It does not, for example, include the price of the car itself or the price of insurance. It's just a portion of the cost. But these are inputs traditionally used in the forecasting model.

Commissioner Schaber asked why nine and a half cents? It's so wrong, why are they using it?

Steve Wilson responded that there is a different variable in the models that addresses the actual ownership of an automobile and whether that trend is up or down. That's not even part of the particular set of assumptions that Kathy is talking about, but that's addressed somewhere else in the model. In terms of things like insurance and registration, those are fixed costs. Once you've paid them at the beginning of the year, you really don't have to think about them. These are the costs that you have to think about more often, in terms of getting your oil changed, filling up your gas tank and more immediate things, the parallel being that every time you're going to get into a bus you have to reach into your pocket and grab the money or every month you have to buy a transit pass. Nine and a half cents is correct, in terms of what those variables are.

Chairman Finley asked, "What do you have for an average cost when you include the capital investment of the automobile and the insurance for that year?"

Steve Wilson replied that normally we speak in terms of about 35-40 cents a mile.

Miss DeSpiegelaere has seen those figures, and thinks Triple A publishes a figure annually, of about 35 cents per mile.

Mr. Wilson said that depends upon if it were a new car and once the car is fully depreciated, it becomes cheaper.

Commissioner Schaber asked, "Then the bus does not include the capital cost of the bus or the driver, then?"

Mr. Wilson replied that these costs are the costs to the consumer who is going to be making a trip. If I'm going to be making a trip from my house to my office, what do I have to think about in terms of costs. It's the cost of running my car, parking my car versus the cost of bus fare.

Commissioner Thomas commented, "You make a really good point, Commissioner Schaber, about the total cost of the system which the consumer's also paying for indirectly."

Commissioner Schaber just wants to understand what this is saying. It's not very clear.

Miss DeSpiegelaere said this sheet gives us an overview of the model and I wanted to point out on this sheet that we estimate that the ridership forecasts for this corridor are 20% underestimated and up to 10% overestimated; that is, there's a 30% margin of error, but it's more on the side that we've estimated too high. One reason is because this is such a developed corridor; it's fairly predictable.

Commissioner Thomas asked, "What does ridership in the station plus or minus 50% mean? That's as close as you can get?"

Kathy DeSpiegelaere said yes, for an individual station. For example, at a station in downtown St. Paul on Fifth and Cedar, the forecast for that station would be plus or minus 50%. The numbers are more accurate in the aggregate than they are for any individual station.

Miss DeSpiegelaere continued, the forecasts themselves indicate, the total figures for 1988, our most current information, the total number of trips are 199,000 in the region. For the year 2010, if we do very little, almost nothing, there would be 240,000 transit trips per day anticipated. For the TSM alternative, it's up about 5,000; for the Busway alternative, it's about 2500 more than that; and for LRT, it's another 1100. A number that some people consider critical in addition to other measures is the number of new transit riders. The number of new transit riders for the federal study is compared to the TSM alternative; that's the base. So the No Build would provide less new riders than the TSM alternative. In comparison, the Busway alternative and the LRT alternatives would provide more. The Busway, 2500, and the LRT alternative, 600 new riders per day.

Commissioner Thomas had a question. "You call this work trips, and that is what you base your analysis on. So that would be, say, one round trip a day on this system?"

Miss DeSpiegelaere replied, "The analysis includes work trips, but it also includes trips that are not strictly for work purposes."

Commissioner Thomas then asked, "So what is your average number of trips per day per user, potential rider? It looks like it's definitely two trips, one way there and one way back."

Steve Wilson said yes. I think what you're saying, of those work trips, for example, with LRT there's about 75,000 people each making two trips.

Kathy DeSpiegelaere added that some people might use transit for shopping, etc.

Commissioner Thomas referred to weekends. In other words, this project has to include riders downtime, which would be weekends, after work, holidays, when people aren't going to work.

Steve Wilson said that typically, we forecast average weekday trips with the model, and that's primarily because most of the transportation forecast models have to deal with peak hours adjustments, things of that nature. There are factors that we use to annualize trips to take into account the weekend. That gets more at the non-work trip.

Kathy DeSpiegelaere added that we've done forecasting several times previously. In the 1988 Midway Corridor study, the forecast was that this corridor would generate 42,500 transit users on LRT per day. Subsequent work in the Midway Corridor in 1990 estimated 32,400 trips per day for LRT and for this work, the most current forecast is 33,700. The numbers are slightly better than they were previously. They're down from the previous forecast in 1988 for several reasons. One of them is that the

socioeconomic data has changed, that employment and population figures have changed. But as far as surprises in this study from the previous work that we did in 1990, capital costs are about the same and ridership is about the same.

Some of the factors that could change the forecasts are listed here; population and employment projections we talked about. The model is subject to changing inputs and if these things change, the results will also change. Lifestyle choices is something that we listed as a factor that could influence ridership and patronage on the system as well.

There's an additional graphic which is not in your packet that was just completed. This indicates comparisons of light rail in the Central Corridor to other light rail systems in North America. You can see, in terms of comparison, the number of vehicles, the rides per day, and the rides per mile, that the Central Corridor, particularly on this measure, rides per mile, compares very favorably, both on opening day and in the year 2010 which is the year for which we are forecasting. Also, in terms of rides per weekday, this is considered to be a productive corridor; one very much in line with what we see with existing light rail transit corridors. That concludes the presentation.

Commissioner Thomas asked how many of those systems are underground.

Kathy DeSpiegelaere said that none of those listed are completely underground. A few of them have a portion underground. Buffalo has a portion, not in its downtown area, underground; Los Angeles has a tunnel; and Edmonton has a tunnel. Otherwise, the others are entirely on the surface.

Kathy DeSpiegelaere added that she doesn't think a tunnel has ever been done for reasons of climate; usually, there are other reasons why it's done.

Commissioner Hunt commented that Buffalo and Edmonton have just a small portion that's in the tunnel because of some construction problems.

Kathy DeSpiegelaere said that she hasn't been to either city, but in Buffalo, as I understand it, it's interesting because their downtown is not in a tunnel, but the portion outside the downtown is, and they spent so much on a tunnel that they were only able to do six miles. I think it cost \$500 million to do that six miles, and so it was a very costly decision for them.

Commissioner Thomas asked if we have figured out how much per mile it costs to run the other systems?

Kathy DeSpiegelaere has those figures and can bring them.

Commissioner Thomas if it was expensive. Maybe somewhere in your analysis you're going to just talk about the return on investment. In other words, how much are we going to have to subsidize?

Kathy DeSpiegelaere said that is part of the analysis, definitely.

Commissioner Ahrens asked if the analysis for Hennepin County going to compare the operational cost per mile with tunnel and without tunnel.

Chairman Finley asked if this is on the operating costs?

Kathy DeSpiegelaere said she thinks it is on capital. We did some of that when we analyzed a tunnel in downtown here, in terms of operating costs, but I think it's really in capital costs that the comparison comes into play.

Chairman Finley said yes, we have those figures, the construction costs per mile.

Commissioner Thomas was thinking of the long term operating costs though, between tunnel and surface. That was the direction my thinking was going in. You would think it would be cheaper to maintain one that's in the ground as opposed to on top of the ground. I would think that you have plowing around it.

Kathy DeSpiegelaere said we did some work on that in our tunnel analysis for downtown St. Paul. I could bring that material back to you. I remember having a discussion with David Minister on that very topic.

Chairman Finley asked Steve Wilson, on these factors, where are we going to get the cost of operating an automobile, the cost of the highway that it operates on, the return on the investment on that highway versus the cost of that highway with a bus on it and the return of investment on that highway and the bus compared to the cost of the fee to get on that bus, as compared to the light rail line and that vehicle and the return of the investment on that? To show us that we're not comparing a bus ridership system with an LRT ridership system, but a system of transit and transportation versus people using their automobile on the same right of way. Were we going to get any information that really compares to that bottom line, instead of just comparing it with a bus, which has nothing to do with an LRT system in my opinion?

Steve Wilson responded that he doesn't recall exactly what is going to happen as far as the alternatives analysis. I don't think we got into this level of detail. In terms of the factors that Kathy was showing you, those were merely the things that are the variables for what makes a person choose to take transit versus their automobile. In terms of the economic analysis that you do to get at that kind of a cost, I saw a very preliminary thing that was done for 35W and, as I recall, it's not terribly easy to do but it can be done. I don't recall whether that was part of the alternative analysis scope or not.

Kathy DeSpiegelaere said it is. In chapter 6 of the study, which is the evaluation, we have included an evaluation measure that includes costs and it's very specific. It says, "Total costs", all the costs public and private. That's the kind of thing we wanted to accomplish in this analysis; to attempt to document what is very difficult to document. When you make these decisions, it's more than just the fare and just the capital expenditure and just the annual operating costs, but there are a lot of other costs involved as well. Accidents, environmental costs, social costs, all kinds of costs.

Chairman Finley we have it broken out so that rather than just saying "a car costs 35 cents", or are we going to have insurance allocation?

Kathy DeSpiegelaere added that even a 33 or 35 cents-per-mile figure would grossly underestimate these other costs; for example, what you pay for police and fire protection for driving.

Chairman Finley asked if these will be included in here?

Kathy DeSpiegelaere said she will try to have them included.

Mr. Chair, it seemed as though, when they put 9 1/2 cents, it told me they're not changing it. I can't imagine in 17 years from 1993 to 2010, there would not be a significant increase. If you take a look at history, gas 17 years ago was a lot less than it is today, and even if it's cost, inflation, whatever, you're talking about mileage per car, that's changed; gas and oil have changed, and certainly rubber for tires. I would guess it would probably be more like what we pay for cars in taxes and so forth than some of these others.

Steve Wilson responded that that was one of the most surprising things that I encountered when we were trying to figure out the forecast for transit use. In essence, in uninflated dollars it costs nearly half as much today to operate a car than what it used to, because the fuel economy has gone up so tremendously that if you think about it, we're paying about \$1.15 per gallon of gas in 1993 dollars. In 1980 dollars, we were paying close to \$1.40. It's cheaper to drive a car today than it was ten, twenty years ago. Places like Miami and Baltimore really shot themselves when they went out and forecast huge increases in gas costs, and that drove their ridership estimates way high. And now after they built the systems, that stuff hasn't materialized, it looked kind of foolish for their ridership forecast. The best thing to do is to assume a kind of status quo.

Construction costs, all those would be on a 1989/88 basis? What was the base year for gas, oil, construction, and all that?

Kathy DeSpiegelaere replied that for construction costs, it's mid-93 dollars, the capital cost.

Chairman Finley said yes, but your forecasting for cost of gasoline, a lot of this was done when we had the oil crisis in the early 70's. That's when they were in the midst of some of these early studies where some of these systems are up and running. It was in the 70's when it looked like gas prices were going out of sight. Then when you're in the early 80's, you've got the interest rates that were totally out of sight. Who would've assumed that the interest rates 13 years or ten years later were going to be not even 5% of the interest rate just 10 years ago. We were at 22%, now we're at 2%. Things change.

Kathy DeSpiegelaere added that it's hard to predict the future.

The other thing when you're looking at the cost of light rail systems, there's a construction cost, which you have to amortize that over so many years as opposed to highway cost, which apparently is torn up about every five or six years and has to be redone. I don't know what the appropriate length of time is for amortization of light rail, but I expect that could put a track down and it should be good for 15 or 20 years before you have to replace the track.

Kathy DeSpiegelaere said it varies with the element.

3. Ratify Partial Payment No. 20 to BRW, Inc. in the amount of \$103,548.64 for the Midway Corridor Phase II Preliminary Engineering

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

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 April 30, 1993; 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; and

WHEREAS, BRW, Inc. Invoice No. 68312, Partial Payment No. 20, and attachments thereto, provide the correct documentation of payments due BRW, Inc. through April 30, 1993; Now, Therefore, Be It

RESOLVED, Payment to BRW, Inc. in the amount of \$103,548.64 for Ramsey County Regional Railroad Authority's share of services rendered through April 30, 1993, is hereby ratified.

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

R93-29

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

MINUTES

RAMSEY COUNTY REGIONAL RAILROAD

AUTHORITY

August 10, 1993

The regular meeting of the Ramsey County Regional Railroad Authority was held on Tuesday, August 10th, 1993 in the Large Conference Room of 220 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 Warren Schaber (entered during Items 3 & 4)
Commissioner Brenda Thomas
Commissioner Dick Wedell

MEMBERS ABSENT: Commissioner Ahrens

Also Present: David MacMillan represented the County Attorney's office,
Kathryn DeSpiegelaere, Frances Glendenning, Ed Glaubitz,
Toni Baker, Mary Lou Grahek, Patrick Harris, Terry
Lindeke

1. Minutes - of the Ramsey County Regional Railroad Authority Board Meeting of June 22, 1993.

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

The Ramsey County Regional Railroad Authority approves the minutes of the regular meeting of the Ramsey County Regional Railroad Authority Board Meeting of June 22, 1993, as written.

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

2. Update on Central Corridor AA/DEIS

Chairman Finley asked Kathy DeSpiegelaere to provide the update on the Central Corridor Alternatives Analysis.

Kathy DeSpiegelaere said that there have been three meetings on the Central Corridor Alternatives Analysis/Draft Environmental Impact Statement (1) Central Corridor Management Committee, (2) Metro LRT Joint Powers Board, and (3) Joint Lead Agencies. At two of them, she presented information on the patronage forecast that you saw at your most recent Rail Authority meeting. The information triggered a discussion about some of the background behind the numbers and the fact that when a decision is necessary on which alternative is preferred, that there are factors that need to come

into play that go far beyond the numbers of how many people ride it and what is the cost. There are many other factors that need to be added to that context and that policymakers use in making decisions.

At the Corridor Management Committee meeting, which consists of representatives of transit agencies and is chaired by John Riley of the Regional Transit Board, that discussion began again and one of the suggestions was the need to discuss other corridors, not just a single corridor. The costs associated with one corridor have benefits to additional corridors. That discussion was expanded upon at the Joint Powers Board; there was a lot of discussion there, just as there was here, about the true cost of auto ownership, that the factors that go into the forecast that say 9.5 cents per mile is the cost of using a car is grossly underestimating that cost. We have to do that for the patronage forecasting, but the real cost of driving a car far exceeds that, and when the information goes to the public, as will be done in September, that to use the narrow framework required by this study for the federal government is really misleading, that broader context has to come into play.

Yesterday, there was a meeting Commissioner Finley attended with Commissioner Denn, the Commissioner of Transportation, Dottie Rietow of the Metropolitan Council, and Commissioner Sandra Hilary from Hennepin County Regional Rail Authority. There again, the same discussion took place, and it had to do with the capital costs and the need to put them in context. One of the discussions is being brought to the forefront by Nacho Diaz, whom we've had interaction with before at the Metropolitan Council. His point of view is that doing light rail transit, in his words "requires a leap of faith"; that the old way of doing business is no longer acceptable; that transit ridership is decreasing. There needs to be a commitment to the future of the metropolitan area, and that it's absolutely critical that that commitment be made to the Central Corridor, the core of the system, that this is where light rail makes sense. It's the backbone of any transit system. He is quite eloquent and quite vocal. In fact, he said when it's time to take this decision to the Metropolitan Council, he would predicate the decision, the information that he gives them, that 50% of this decision is on strengthening the core of the region; the discussion that the Star Tribune is having in its newspapers regularly, the Representative Orfield discussion. So, there is a really staunch supporter in Nacho for the Central Corridor and for light rail transit.

Commissioner Hunt asked if John Riley was at that meeting.

Chairman Finley said no. He was the only one that was not there. He was unable to attend. It was unfortunate because Commissioner Denn was there to hear Nacho. And he brought out some good examples of how to present information, such as if you've got 34,000 riders on LRT and right today the bus system's taking 26,000, you relate it that LRT is going to generate a third more people than are presently using it, even though some of the other factors are that the bus would increase, too, if it had faster speed and exclusive busway and that type of thing.

Commissioner Denn cautions us not to predetermine the alternative at this point, but he feels very strongly that we have to put our best foot forward early. Everybody seems to agree, the Hennepin County legislators and the seven-county legislators, that the information that is being provided under the strict guidelines of the Alternatives Analysis doesn't address the issues. The 9.5 cents per mile to run a car is not realistic; it doesn't relate to what the alternative is, and so it looks like there's a huge price differential between operating your car as opposed to

transit. Well, what's the subsidy of the highway itself. Those types of things are not related, much less the cost of the subsidy of the taxpayer to the highway. The highway is costing \$100 million per mile to build. We were told yesterday that 40 miles of highway reconstruction were delayed for next year because of the federal budget crunch. Forty miles at close to \$100 million per mile. This is actually a small expenditure in proportion to the highway dollars that have to be spent.

We're going to respond to the AA/DEIS, and we've asked staff at the Joint Powers Board to put together some issues that should be framed in the AA/DEIS because they're not in there, because that isn't the federal format. But we have to respond just as RTB is going to have to. The cost of transit remaining constant, we've got that in there, and the next day in the paper is an increase in the bus fare. The bus fare won't remain constant for the next twenty years.

Kathy DeSpiegelaere added that the staff person of the Capitol Area Board told her they had a plan to add 3500 employees to the Capitol area in the next twenty years.

Ms. DeSpiegelaere continued to say that there are public forums planned on the Central Corridor September 21st, 3:30 p.m. in this building in the Lower Level Conference Room; September 22nd, 7:00 p.m. at Concordia College; and, September 23rd at the Minneapolis Public Library. The RRA does outreach to the community by bringing meetings to them. So, rather than having people come to our offices, we go to the community and this is another of those efforts. We are required to have one public hearing; the public forums are not a requirement, but we feel strongly that having the community involved is a good thing and so that's why we're doing it.

Commissioner Hunt said she thinks the meeting at the Minneapolis Library may not have enough space for all those people that are going to come, because the Regional Transit Board and Met Council have been inundated with over 250 letters from residents in downtown Minneapolis that are objecting to surface level LRT.

Kathy DeSpiegelaere said that Nacho Diaz will be asked to be at that forum, and he feels strongly that having a tunnel in downtown Minneapolis would kill any light rail system for the Twin Cities. He will speak about why the Metropolitan Council took its position against a tunnel and in favor of a surface alignment.

Chairman Finley said the \$3.2 million in federal funds for preliminary engineering looks favorable, but it probably will not be appropriated until the Congressional recess in September. The State Legislature appropriated \$200,000 to the highway commissioner and then we and Hennepin County were to match it with \$400,000 and \$200,000, respectively. We're going to try to use not only current staff time for the match, but past staff and consultant time for the \$200,000 match and try to save the cash dollars to the extent possible.

Commissioner Wedell said that Kathy DeSpiegelaere mentioned the need to get out to the community to discuss what's going on. It seems that if they're talking a couple hundred people turning up in Minneapolis, or more than that, we have another opportunity and that is to get the message out via cable. By and large, the facts are not reported in the newspaper; it's our message and we ought to get it out there as succinctly and effectively as we can, and that's a cheap way.

Commissioner Wedell said that for the meeting at the Courthouse, we ought to cable-cast the meeting. For those who have a problem getting to downtown St. Paul, it's still an opportunity to hear what's going on.

Kathy DeSpiegelaere said she will check on it.

Chairman Finley asked why we are having the forum downtown?

Kathy DeSpiegelaere answered that we traditionally have one in the downtown, and one out in the Corridor. So, we're having one at Concordia which is for the Corridor and also one downtown because we've had a downtown task force that's been very active.

Kathy DeSpiegelaere discussed the Westgate issue. She illustrated the problem with drawings.

Ms. DeSpiegelaere pointed out University Avenue, Curfew Street, Court International, and where the LRT station is supposed to be near Court International. The alignment was approved by St. Paul Port Authority, District 12 and so many others. Then the Port Authority, working with First Banks, found a developer, CSM, who was proposing a building on the parcel where LRT is to be located. There is a conflict. Alternatives, including going around the east and west sides of the building were considered. The best one is the one which would clip the northeast corner of the building. Subsequently, the developer modified their building proposal and the building was moved a little. Today they had a survey delivered to our consultant so that we can see, is there a conflict or not? And if there is a conflict, it's a matter of just a few feet now and the developer has agreed to modify the corner of that building so that there will no longer be a conflict.

One of the things that's happened is that some of the players have changed. The personnel at the Port Authority have changed and those involved in the City of St. Paul have changed or modified their positions. Sometimes it's necessary to remind them of their past actions. District 12 Community Council has a meeting tomorrow night where this is going to be discussed, and the St. Paul Planning Commission has a hearing on it on Friday. But from our perspective, working directly with the developer was satisfactory and resolved the conflict.

Chairman Finley commented that it was fortunate that CSM was the developer in this case, because both the owner of the corporation and Dave Carland, who's the president, are people that he knows. When Commissioner Finley finally talked directly to Dave, he was very willing to cooperate.

Kathy DeSpiegelaere said that before Chairman Finley had called, Mr. Carland had been asked to modify the building, and he said no. Chairman Finley's call persuaded him to do otherwise.

Chairman Finley said that the problem is, from the standpoint of that particular parcel, it was originally anticipated that that was going to be a high density type parcel where there would be a lot of jobs. This is essentially an office warehouse, which really doesn't make a lot of sense for that choice piece of property.

Ms. DeSpiegelaere said that density is still an issue for the City of St. Paul, and it impacts LRT as well. St. Paul is doing a Small Area Plan for this location and when the Westgate modification was proposed, St. Paul staff supported it with potential ridership figures that included a certain amount of density. But that doesn't mean this particular proposal needs to be opposed, it just means we'll have to look at the overall density.

Chairman Finley said that we're not opposed to it. We want construction out there, but it's unfortunate that they're using one of the choice pieces. That would be an extremely valuable piece if light rail did go through there.

Kathy DeSpiegelaere thanked Chairman Finley for his help in talking with CSM.

3. Quarterly Report of Payments for RCRRA April, 1993 through June, 1993

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

WHEREAS, Payments have been made from the Ramsey County Regional Railroad Authority budget for the period April 1, 1993, through June 30, 1993, 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 - 6, Nays - 0
Motion adopted.

R93-30

4. Ratify Partial Payment No. 21 to BRW, Inc. in the amount of \$91,744.28 for the Midway Corridor Phase II Preliminary Engineering

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

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, 1993; 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; and

WHEREAS, BRW, Inc. Invoice No. 68505, Partial Payment No. 21, and attachments thereto, provide the correct documentation of payments due BRW, Inc. through May 31, 1993; Now, Therefore, Be It

RESOLVED, Payment to BRW, Inc. in the amount of \$91,744.28 for Ramsey County Regional Railroad Authority's share of services rendered through May 31, 1993, is hereby ratified.

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

R93-31

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

<u>REGIONAL RAILROAD AUTHORITY</u> Originating Department <u>J. L. Glendenning</u> Authorized Signature <u>8/13/93</u> Date	Board Action Requested Update on Central Corridor <u>DISCUSSION ONLY</u>
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Request Justification

See information attached.

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

Documentation certified complete for:

Committee / Meeting Date

Signature

Date

Committee / Meeting Date
August 24, 1993

Signature

Date

Board Date

Signature

Date

8/13/93

CENTRAL CORRIDOR ALTERNATIVES ANALYSIS/ DRAFT ENVIRONMENTAL IMPACT STATEMENT

DRAFT

EVALUATION SUMMARY

The Central Corridor Alternatives Analysis/Draft Environmental Impact Statement (AA/DEIS) has evaluated four alternatives for transit improvements in the Central Corridor: No Build, Transportation System Management (TSM), Busway, and Light Rail Transit (LRT). This summary identifies key issues in the decision about which alternative should be selected for the corridor.

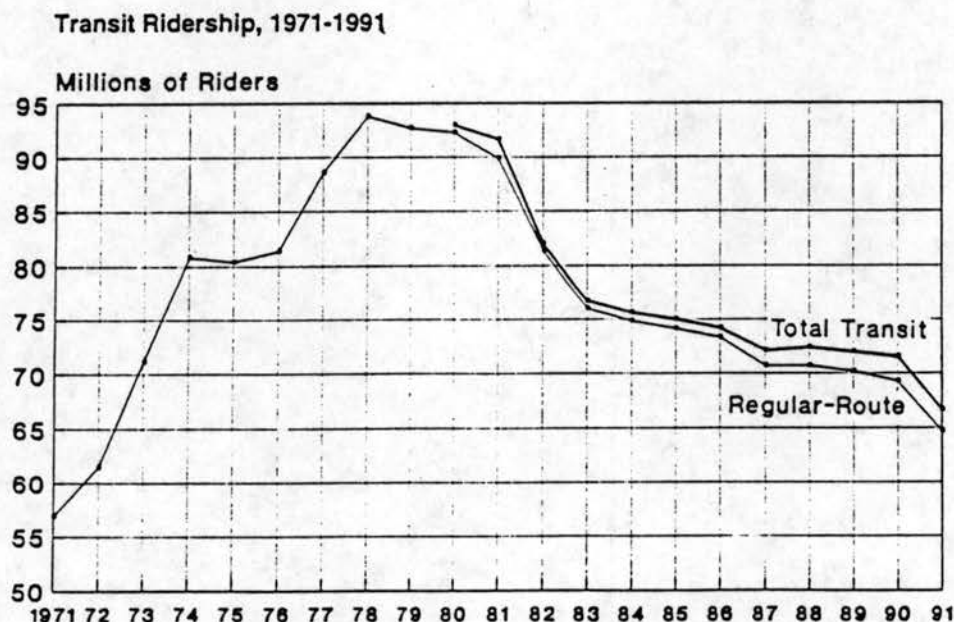


BACKGROUND

- The Central Corridor has been identified as the region's priority corridor for transit investments since 1980, and in many subsequent studies.
- The Central Corridor is the spine of the region's transit system. It connects the three major transit generators in the region, the two downtowns and the University of Minnesota, and serves the State Capitol.
- The Central Corridor contains a high concentration of people who rely on transit. Thirty one (31) percent of the households in the corridor have an income level below \$12,500 per year. It has good transit ridership now. An investment in better transit will serve not only Central Corridor residents well, but will also enhance transit service in the region.

TRANSPORTATION SITUATION IN THE TWIN CITIES REGION

- How Minnesotans commute today won't work for tomorrow.
- The region cannot pay the price to build its way out of congestion--financially, environmentally, or socially.
- Traffic congestion is expected to increase 35 percent in the Twin Cities between 1990 and 2000.
- It is estimated that it will cost almost \$50 billion for the next 20 years for road and bridge construction needed in Minnesota.
- Transit ridership is at a critical point. Ridership levels have decreased over the last 10 years. They have not kept pace with increases in population and employment in the region.
- Widening freeways to increase their capacity is a controversial and costly proposition, destined to be difficult.
- Maintaining access to destinations is important to the economic vitality of the region. The region has determined that transit improvements can best reduce the adverse land use and environmental impacts of increased transportation needs.

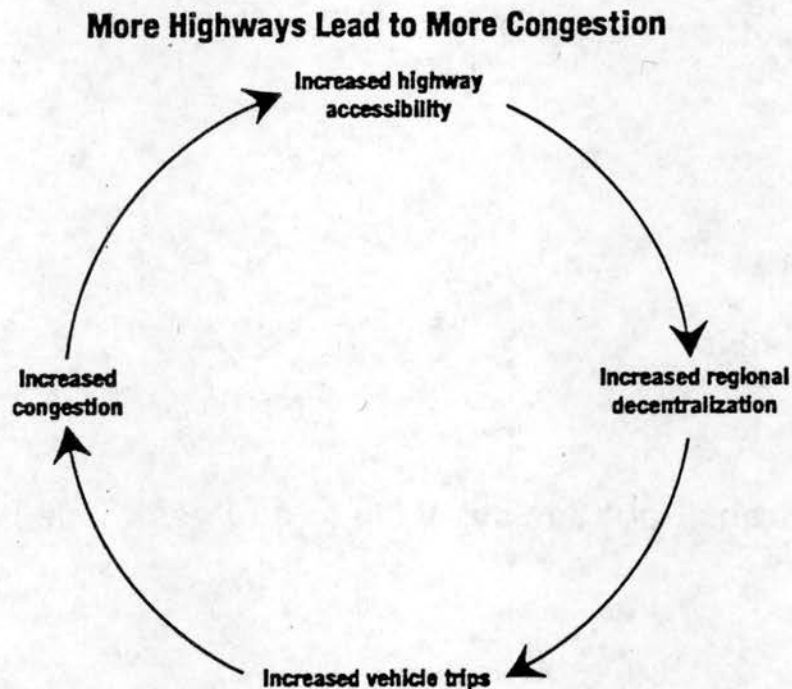


REGIONAL STRATEGIES TO ADDRESS THE TRANSPORTATION SITUATION

- Manage the operation of the freeway corridors through metering access ramps, managing incidents, making IVHS improvements, and in selected cases restricting access.
- Provide preferential lanes and/or access on regional facilities.
- Implement a fixed guideway transit system to provide an alternative mode of transportation.
- Coordinate transit investments with land use and development.
- The highest priority for investment, as recommended by the Metropolitan Council, is maintaining the two metro centers.

THE BENEFITS OF TRANSIT USAGE HELP US MAINTAIN THE MINNESOTA QUALITY OF LIFE.

WE NEED AN INFUSION OF ENERGY IN OUR TRANSIT SYSTEM NOW. THE OLD WAYS OF HANDLING TRAVEL NEEDS NO LONGER WORK. ALTERNATIVES ARE NEEDED.



These problems are important to address for the Central Corridor. Therefore, the goals established for the Central Corridor AA/DEIS were:

- Improve mobility and access.
- Foster positive environmental impacts with transit improvements.
- Support revitalization of the center cities with transit improvements.
- Optimize the public investment in transportation in the Central Corridor.

REQUIREMENTS FOR TRANSIT SERVICE TO ATTRACT USERS THAT HAVE A CAR AVAILABLE TO THEM

- Frequent
- Reliable
- Fast
- Convenient
- Easy to understand
- Accessible
- Safe

There are transit options available to address these requirements.

BENEFITS OF A MAJOR INVESTMENT IN TRANSIT

- Reduces peak period roadway demand

Transit service can attract riders who previously used cars. By reducing the demand on roadways during the peak periods, the need for roadway expansion is postponed or eliminated.

- Transit dependents are offered a choice

People with special transit needs are offered a choice of service, provide increased freedom of movement and better access to metro-area destinations.

- Economic benefits

Major transit investments afford an economic benefit; development can be concentrated at or near transit stations.

- Center cities/core areas remain healthy

Center cities are vital to the region. They are interdependent. The fabric of the entire metro area is interwoven with healthy core areas. Good transit is one factor in healthy cities. A major transit investment would help the core and the entire region.

- Positive effect on transit in the entire region

A major transit improvement in the Central Corridor will have a positive impact on transit throughout the region. The investment in fixed guideway transit will work only if there are sufficient complementary transit services, connecting destinations throughout the region.

- Reserve capacity

A major transit investment offers reserve capacity by adding vehicles and lowering headways; not by widening the corridor. The expandability offers benefits now for special events and in the future as ridership grows and if ridership exceeds projections.

- I-94 opportunity

A major transit investment is proposed to be located in the median of I-94 for 3 miles. Making a major transit improvement in I-94 at the same time that the needed I-94 reconstruction takes place will reduce duplication of work and cost.

COMPARISON TO PREVIOUS STUDIES

- **Steady results**

The Central Corridor has been the subject of many previous studies. When comparing the current, more detailed work with the previous studies, the critical items of patronage forecasts and capital costs are consistent.

- **Low risk**

The Central Corridor continues to have a healthy existing transit ridership. It is in a fully-developed area. Major transit improvements here are low risk--we know they will succeed. The downtowns will continue to attract jobs, residents and other transit users. The University of Minnesota will remain a statewide magnet for students.

- **Federal funding**

Since previous studies were conducted, there is a new federal law, the Intermodal Surface Transportation Efficiency Act (ISTEA). ISTEA calls for equal treatment of highways and transit. ISTEA provides flexibility in funding of transportation needs. Transportation investment is to be based on an analysis of costs and benefits, not preset funding categories. There is a potential for federal funds for transit.

EVALUATION RESULTS

- Patronage forecast per day for Year 2010 for the Corridor

No Build - no comparable number is available

TSM - no comparable number is available

Busway - 34,100 riders*

* includes all bus routes that
could use the busway.

LRT - 33,700 riders

- Capital cost estimate (systemwide, with and without major investments, such as busway and LRT, in the corridor)

No Build - \$50 million (funds needed just to maintain the current level of service)

TSM - \$23 million plus \$50 million (minor upgrades in transit service, in addition to the \$50 million for No Build)

Busway - \$218 million (provides an exclusive right-of-way for buses; TSM and No Build costs are additional investment necessary to complement the busway)

LRT - \$474 million (provides for light rail transit vehicles on an exclusive right-of-way; TSM and No-Build costs are additional investment necessary to complement LRT)

- Operating cost estimate for transit service with and without major investment in corridor (systemwide annual costs)

No Build - \$161 million

TSM - \$172 million

Busway - \$182 million

LRT - \$181 million

- Travel time (local/express - in minutes)

No Build -/33*

TSM -/33*

Busway 32/27

LRT 29.5/-

* Projected travel time for Route 94D

QUANTITATIVE ISSUES THAT IMPACT TRANSIT INVESTMENT DECISIONS

- Social costs and benefits
- True costs, including hidden costs, both public and private, of all alternatives
- Environmental costs and benefits
- Impact on urban sprawl, land use
- Energy sources and the impact of using them in future years

POLICY ISSUES WHICH IMPACT THE TRANSIT INVESTMENT DECISION

- Number of corridors to receive major transit improvements.

Cost of some elements of system may be spread systemwide. Adding more corridors increases opportunities for users, and increases ridership. The Commissioner of Transportation has indicated that the I-35W corridor south of Minneapolis will have light rail transit. That corridor links to the Central Corridor.

- Transit fares

The Metropolitan Transit Commission is considering fare increases for transit use, which is projected to decrease current transit ridership by 7 percent.

- Costs of using a private auto

A 1990 compact car costs an average of \$3,200 per year for gas, oil, tires, maintenance, taxes, finance charges, insurance, depreciation and license fees. Will the additional costs of using autos, the hidden costs, be assessed to users?

- Parking policies

Will we continue to build parking facilities and subsidize parking costs in the downtowns, at the State Capitol, and the University of Minnesota?

- Land use controls and incentives which may support transit investments

Strengthening the core has received attention in recent articles in the Star Tribune and is discussed at the Legislature. Healthy cities require different decisions than we made in the past when highways to the suburbs and cheap land were the rule.

- Energy costs

Transportation consumes 39 percent of the state's energy use.

- Environmental regulations

Cars and trucks account for more than 32 percent of Minnesota's urban air pollution.

WHAT OTHER CITIES HAVE DONE

- **Portland**
 - Opened the 16-mile Banfield LRT line in 1986.
 - Voters increased their property taxes in 1991 to provide the local share of the west side LRT line which is now under construction.
 - A north/south line is currently being planned.
 - "MAX" LRT service is an important part of community life styles.
- **San Diego**
 - Initial South Line (16.5 miles) opened in 1981 and the East Line (22.4 miles) opened in 1986; they carry 47,000 riders per day.
 - Two shorter corridors totaling 7.5 miles are under construction.
 - Three corridors (Mid Coast: 11.1 miles, Mission Valley West: 57.7 miles and Mission Valley East (6.1 miles) are in AA/DEIS, PE/FEIS or Final Design.
 - LRT is playing an increased role in shaping development; the City has adopted a Transit Oriented Design Ordinance.
- **Sacramento**
 - 18.3 mile line opened in 1987. Patronage has grown from 12,000 to almost 30,000 riders per day.
 - Two short extensions are under engineering.
 - An AA/DEIS is being conducted for the South Corridor (15 miles).
 - LRT was implemented to address traffic congestion, air pollution, regional mobility, accessibility for disabled, community values, and shape land use.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

3

REGIONAL RAILROAD AUTHORITY		Board Action Requested
Originating Department		Approve contract with Nova Environmental Services for a Phase I Environmental Audit of BN Northeast Corridor for an amount not to exceed \$3,500 and authorize the Chairman of RCRRA to execute the contract with Nova.
Authorized Signature	Date	
		ACTION IS REQUESTED

Request Justification

- See attached: 1) Proposed resolution
2) Contract with certificates of insurance

Budgeting and Accounting	Ed Blauhty	Date / Time Received By
County Attorney	W. M. M. M.	
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 24, 1993	J. L. Glendenning	8/13/93
Board Date	Signature	Date



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

No. _____

WHEREAS, Ramsey County Regional Railroad Authority (RCRRA) purchased abandoned railroad right of way from Burlington Northern Railroad in December, 1992; and

WHEREAS, In order to establish a baseline if environmental issues arise, it is necessary to conduct a Phase I environmental audit to set a baseline condition; and

WHEREAS, Ramsey County Regional Railroad Authority authorized the issuance of a request for proposals for selection of a consultant to conduct a Phase I environmental audit of the Northeast Corridor right of way; and

WHEREAS, Nine proposals, ranging in cost from \$3,500 to \$21,500 were received and evaluated by staff; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the contract with Nova Environmental Services, Chaska, Minnesota, for an amount not to exceed \$3,500 and authorizes the Chairman to execute the contract with Nova Environmental Services.

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary

CONTRACT

This agreement is entered into between the Ramsey County Regional Railroad Authority (hereinafter the "RCRRA") and Nova Environmental Services, Inc. (hereinafter the "CONTRACTOR") on this 26th day of July, 1993.

WITNESSETH:

WHEREAS, the RCRRA wishes to obtain a Phase I Environmental Audit (the "AUDIT") survey and legal description of abandoned Burlington Northern Railroad line as identified in Section 1 of this agreement, and

WHEREAS, the CONTRACTOR represents that it has the expertise to perform this AUDIT, and

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants of the parties herein, it is agreed between the parties as follows.

1. SCOPE OF PROJECT

The CONTRACTOR shall prepare a Phase I Environmental Audit of the abandoned Burlington Northern Railroad track road bed from approximately Fourth Street in downtown St. Paul to a point 50 feet north of Beam Avenue in the City of Maplewood, all in the county of Ramsey. The AUDIT shall conform to the specifications stated in Sections II and III of the RCRRA's Request for Proposals which is attached hereto as Appendix A and incorporated herein by reference.

2. TIME

The CONTRACTOR shall complete its agreed upon work not later than 45 days from the date this agreement is approved by the RCRRA or the date upon which the RCRRA notifies the CONTRACTOR, in writing, to begin work.

3. PERMITS/AUTHORIZATION

The RCRRA shall secure all necessary permissions for the CONTRACTOR to enter onto property for the purpose of conducting this AUDIT.

4. PAYMENT

The CONTRACTOR shall be paid a lump sum of Three Thousand Five Hundred Dollars (\$3,500.00) for completion of the project in accordance with Option Two of its proposal dated April 15, 1993. Option Two excludes a review of adjacent site historical land use, and to the extent the RCRRA's Request For Proposal (Appendix A) directly or implicitly requires such review it is amended by the terms of this section. Payment shall be made within thirty days of completion of the project and upon receipt of an invoice from the contractor.

5. INSURANCE

A. The CONTRACTOR shall obtain the following and attach copies to the signed agreement:

1) Workers' compensation and employers' liability insurance:

- a. Workers' compensation insurance shall be as required by law and shall include an all-states or universal endorsement.
- b. Employers' liability insurance shall have minimum limits of \$500,000 per accident, \$500,000 per employee disease, and \$500,000 policy limit.

2) General liability insurance (C.G.L.):

- a. Minimum limits for bodily injury and property damage shall be \$600,000 per occurrence and \$1,000,000 aggregate;
- b. The following coverages must be specifically insured and certified with no internal sub-limits:
 - i. Premises and operations
 - ii. Independent contractors' contingent liability
 - iii. Products/completed operations liability
 - iv. Contractual liability
 - v. Personal injury liability, including coverage (a) through (e) and claims related to employment
 - vi. Broad form property damage liability, or deletion of the "care, custody and control exclusion"
- c. The contractual liability is to be either on a blanket basis for all written or oral contracts or specifically endorsed to acknowledge the contract between the insured and RCRRA.

3) Professional Liability Insurance:

a. Minimum limit shall be \$500,000 per claim.

4) Automobile liability insurance:

a. Minimum limit shall be \$600,000 combined single limit.

b. Coverage shall include hired, non-owned and owned automobiles.

5) City or state licenses as required.

- C. All policies shall provide that the insurance company give the RCRRA thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.
- D. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the CONTRACTOR to purchase and maintain additional insurance that may be necessary in connection with this contract.
- E. The CONTRACTOR shall not commence work until the CONTRACTOR has obtained the required insurance and filed an acceptable certificate of insurance with the RCRRA. All insurance policies shall be submitted to the Ramsey County Risk Manager upon request.
- F. Nothing in this contract shall constitute a waiver by Ramsey County of any statutory limits or exceptions on liability.
- G. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's rating for the insurer shall be noted on the certificate, and shall not be less than an B+.
- H. On the certificate, agent shall certify that the agency carries error and omissions coverage.
- I. All policies shall be written on an occurrence basis unless otherwise approved by the Ramsey County Risk Manager.
Professional liability policy is written on a claims-made basis.

6. SUBCONTRACTING and ASSIGNMENTS

The CONTRACTOR shall not enter into subcontracts for performance of any services required under this agreement without the prior approval of the RCRRA.

7. **NONASSIGNABILITY CLAUSE**

The CONTRACTOR shall not assign any interest in this agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the RCRRA.

8. **INDEPENDENT CONTRACTOR CLAUSE**

For the purpose of this agreement, the CONTRACTOR shall be deemed to be an independent contractor and not an employee of the RCRRA. Any and all agents, servants, or employees of the CONTRACTOR or other persons, while engaged in the performance of any work or services required to be performed by the RCRRA under this agreement, shall not be considered employees of the RCRRA, and any and all claims that may arise on behalf of the RCRRA, its agents, servants, or employees as a consequence of any act or omission on the part of the CONTRACTOR, its agents, servants, employees, or other persons shall in no way be the obligation or responsibility of the RCRRA. The CONTRACTOR, its agents, servants, or employees shall be entitled to none of the rights, privileges, or benefits of RCRRA employees except as otherwise may be stated herein.

9. **HOLD HARMLESS CLAUSE**

The CONTRACTOR further agrees to defend and hold the RCRRA harmless from any claims, demands, actions, or causes of action arising out of any act or omission on the part of the CONTRACTOR, or its agents, servants, or employees in the performance of or with relation to any of the work or services provided to be performed or furnished by the CONTRACTOR under the terms of this agreement.

10. **ALTERATION CLAUSE**

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

11. **NON-CONFORMING SERVICES**

The acceptance by the RCRRA of any non-conforming services under the terms of this agreement or the foregoing by the RCRRA of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the RCRRA's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this agreement. The rights and remedies of the RCRRA provided for under the terms of this agreement are cumulative and not mutually exclusive.

12. **TERMINATION CLAUSE**

The RCRRRA reserves the right to suspend or terminate this agreement at any time. In the event of such termination, CONTRACTOR shall be paid for all work performed to the date of termination.

13. **SET-OFF CLAUSE**

Notwithstanding any provisions of this agreement to the contrary, the CONTRACTOR shall not be relieved of liability to the RCRRRA for damages sustained by the RCRRRA by virtue of any breach of this agreement by the CONTRACTOR, and RCRRRA may withhold any payments to the CONTRACTOR for the purposes of set-off until such time as the exact amount of damages due the RCRRRA from the CONTRACTOR is determined.

14. **EQUAL EMPLOYMENT OPPORTUNITY**

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

15. **COMPLIANCE WITH APPLICABLE LAW**

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

16. **ACCESS TO RECORDS/AUDIT**

- A. The RCRRRA, its authorized representative, or the state auditor shall have full access to all records relating to the performance of this agreement.
- B. The CONTRACTOR agrees to maintain records relating to all services provided by it under the terms of this agreement and shall retain all such documentation for six (6) years

following the termination of this agreement. Such records shall be made available for audit or inspection at any time upon request of the RCRA or its authorized representative(s).

17. INTERPRETATION ACCORDING TO MINNESOTA LAW

This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the State of Minnesota and County of Ramsey.

18. ENTIRE AGREEMENT CLAUSE

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

NOVA ENVIRONMENTAL
SERVICES, INC.

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

By: *John T. Finley*

By: *Kathryn DeSpiegelaere 8/13/93*
Kathryn DeSpiegelaere
Director of LRT Planning

Its: *CEO*

Funds are Available:
Account No. *59109 - 020102*
Amount: \$ *3,500.00*

Ed Blauvelt
Budgeting & Accounting

INSURANCE APPROVED:

Burgess Schulte 7/28/93
Risk Management

APPROVED AS TO FORM:

David F. MacMillan
David F. MacMillan
Assistant Ramsey County Attorney

John T. Finley
Chairman

REQUEST FOR PROPOSALS

PHASE I ENVIRONMENTAL AUDIT OF ABANDONED
BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY
IN RAMSEY COUNTY

Issued by:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

You are invited to submit a proposal to Ramsey County Regional Rail Authority in accordance with this Request for Proposal (RFP).

REQUEST FOR PROPOSALS

Phase I Environmental Audit of Abandoned
Burlington Northern Railroad Right-of-Way
in Ramsey County.

I. PROJECT INFORMATION

A. PROJECT DESCRIPTION

The project for which proposals are being solicited is a Phase I Environmental Audit/Assessment of the abandoned Burlington Northern Railroad right of way corridor (hereinafter the Corridor) lying between approximately Kellogg Boulevard in downtown St. Paul and a point approximately ninety (90) feet north of Beam Avenue in Maplewood. The Corridor varies in width and is approximately 6.5 miles long. A complete survey of the area involved may be inspected at the office listed below.

B. [Reserved]

C. DEPARTMENT CONTACTS

Proposers may direct questions regarding this solicitation and prior to submission of their proposal to:

Ms. Kathryn DeSpiegelaere
Director of LRT Planning
Ramsey County Regional Railroad Authority
Suite 360
50 West Kellogg Boulevard
St. Paul, Minnesota 55102

II. SCOPE OF SERVICES

A. GENERAL

Preparation of a Phase I Environmental Audit/Assessment of the Corridor.

B. PROJECT TASKS

Project tasks shall be as follows:

1. Historical Review

- a. Site plans and surveys
- b. Aerial photos
- c. Nearby surface water and drainage
- d. Consider adjacent property and its use
- e. Review topographic maps, geologic and hydrologic data for the site vicinity
- f. Note locations of water supply wells
- g. Estimate types of soil, and depth to groundwater and bedrock

- h. Review published surface and subsurface information:
 - 1) Geotechnical boring and well logs
 - 2) Stream quality data
 - 3) Utility plans
 - 4) Site zoning
- i. Review site ownership records back to 1940
- j. Determine proximity of Superfund sites, and any candidates for Superfund within three (3) miles
- k. Review public records to determine any regulatory history, citations, reported accidents or spills,
- l. Interview appropriate public officials
- m. Interview parties who may be familiar with site history
- 2. Site Reconnaissance
 - a. Walk-over
 - b. Note and record pertinent site information
 - 1) Location and sizes of structures
 - 2) Evidence of any below-grade tanks
 - 3) Distressed vegetation
 - 4) Signs of chemical production or storage
 - 5) Any trash or rubble
 - 6) Types of businesses operating in area
 - 7) Evidence of any illegal disposal tactics
 - 8) Adjacent site information

III. EVALUATION AND SELECTION

A. TIMETABLE

B. VALID PROPOSAL

1. Proposal Contents.

In order for a proposal to be considered, it must conform to the following requirements:

- a. Proposals must be in writing with five (5) copies submitted.
- b. The proposal must be received no later than 4:30 p.m. on April 16, 1993, at the following address:

Ms. Kathryn DeSpiegelaere
 Ramsey County Regional Railroad Authority

 Suite 360
 50 West Kellogg Boulevard
 St. Paul, Minnesota 55102
 Telephone: 612-266-2762

c. Proposals must be signed by an officer of the proposer.

d. Proposal must have a copy of these requirements attached to it.

2. Final Submission Date of Proposals.

3. Withdrawal of Proposal/Changes.

A proposal may be withdrawn on written request of the proposer prior to the proposal due date. Negligence of the proposer in preparing this proposal confers no right to withdraw the proposal after the proposal due date. Prior to opening, changes may be made, provided the change is initialed by the proposer or the proposer's agent. If the intent of the proposer is not clearly identifiable, the interpretation most advantageous to the RCRRA will prevail. Once submitted, a proposal becomes public property and will not be returned.

4. Proposal Submission.

a. The response must include an original and four (4) copies of the proposal. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned proposals may be considered invalid.

b. To facilitate proposal opening, the original copy (including any bid bond required) only should be sealed in a separate envelope or box. The name, address, and RFP number should be clearly marked on the outside. The remaining copies may be wrapped or boxed together.

C. EVALUATION

RCRRA reserves the right to reject any and all proposals. RCRRA reserves the right to accept other than the lowest cost proposal.

D. CONTRACT AWARD

1. A contract will be executed between the successful proposer(s) and RCRRA. The contract will include the terms set forth in Section IV.B of this RFP and the proposer's proposal.

2. The RCRRA reserves the right to waive minor irregularities in the proposal request process.

IV. CONDITIONS

A. SPECIAL CONDITIONS

The proposer, by submitting a proposal, agrees to the following conditions:

1. Costs of Proposal.

RCRRA will not be responsible for any costs incurred by proposers in preparing proposals.

2. Independent Price Determination.

Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers or competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.

3. Reimbursement/Payment.

4. Contingencies.

If addenda are needed, all recipients of the original RFP will be notified.

5. Cancellation.

The RCRRA reserves the right to cancel this request at any time.

B. GENERAL CONDITIONS

The following conditions must be included in the response to the RFP and any resulting contract:

1. Nonassignability.

The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the RCRRA.

2. Independent Contractor.

In the performance of this agreement, the

Contractor is an independent contractor, and neither it, its agents, employees, assigns or other persons, while engaged in the performance of any work or services required to be performed by the RCRRRA under this agreement, shall be considered employees of RCRRRA. Nothing contained in this Agreement shall be construed as creating the relationship of co-partners, joint venturers or an association between RCRRRA and Contractor.

3. Hold Harmless.

The Contractor agrees to defend, indemnify, and hold RCRRRA, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorneys' fees, arising out of any act or omission on the part of the Contractor, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the Contractor or the subcontractors, partners, or independent contractors or any of their agents or employees, under the terms of this agreement.

4. Alteration.

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

5. Insurance.

(Note: The department has the responsibility for checking with the Ramsey County Risk Manager regarding the specific insurance requirements for the services being requested, prior to submission of the RFP.)

- a. Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under the contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable.
- b. Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the County.

- 1) General Liability Insurance
Commercial General Liability Insurance
(ISO CGL)

Minimum Limits:

\$600,000 each event limit
\$1,000,000 general aggregate
\$1,000,000 products/completed
operations total limit
\$ 600,000 personal injury &
advertising liability

The policy is to be written on an occurrence basis or as acceptable to the County's Risk Manager. Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis and if coverage is provided for X, C, U hazards if applicable.

- 2) Automobile Liability Insurance

- a) Minimum limit: \$600,000 combined single limit
- b) Coverage shall include hired, non-owned and owned automobiles.

- 3) Workers' Compensation & Employer's Liability

- a) Workers' Compensation per Minnesota State statute
- b) Employer's Liability shall have
Minimum Limits:
\$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit

Other States Coverage

- 4) Professional Liability Insurance (if applicable)

Minimum limits:

\$ 500,000 per claim
\$1,000,000 aggregate

- 5) Fidelity bond (covering Contractor's employees having access to money) in a total amount of \$500 (if applicable).
- 6) License as required.

- C) All certificates of insurance shall provide that the insurance company give the RCRRA thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.
- D) The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this contract.
- E) The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable certificate of insurance with the Ramsey County Risk Manager. Copies of insurance policies shall be submitted to the RCRRA upon request.
- F) Nothing in this contract shall constitute a waiver by RCRRA of any statutory limits or exceptions on liability.
- G) Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's rating for the insurer shall be noted on the certificate, and shall not be less than a B+.
- H) On the certificate, agent shall certify that the agency carries error and omissions coverage.

6. Non-Conforming Services.

The acceptance by the RCRRA of any non-conforming services under the terms of this agreement or the foregoing by the RCRRA of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the RCRRA's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this agreement. The rights and remedies of the RCRRA provided or referred to under the terms of this agreement are cumulative and not mutually exclusive.

7. Waste Reduction.

The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes.

All reports, publications and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allows, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

8. Setoff.

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

9. Equal Employment Opportunity.

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

10. Termination.

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

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

11. Compliance with Applicable Law.

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

12. Access to Documents.

- a. The RCRRA, its authorized representative, or the State Auditor shall have full access to all records relating to the performance of this Agreement.
- b. The Contractor agrees to maintain records relative to all services provided by it under the terms of this Agreement and shall retain all such documentation for three (3) years following the termination of this Agreement. Such records shall be made available for audit or inspection at any time upon request of the RCRRA or its authorized representative.

13. Data Practices.

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

14. Conflict of Interest.

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

15. Interpretation of Agreement; Venue.

This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

16. Term.

This Agreement shall be in force and effect from the date approved by RCRRRA through _____ or until earlier terminated by the parties hereto pursuant to this Agreement.

17. Entire Agreement.

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

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

07/28/93

PRODUCER

NORWEST COMMERCIAL INS SVCS
7401 METRO BLVD SUITE 600
P O BOX 39830
MINNEAPOLIS MN 55439-0830

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

COMPANIES AFFORDING COVERAGE**INSURED**

NOVA ENVIRONMENTAL SERVICES
1107 HAZELTINE BLVD SUITE 420
HAZELTINE GATES OFFICE BLDG
CHASKA MN 55318

COMPANY LETTER **A** TRAVELERS INS CO
COMPANY LETTER **B** TRAVELERS INS CO
COMPANY LETTER **C** TRAVELERS INS CO
COMPANY LETTER **D** U S F & G
COMPANY LETTER **E** PLANET INS CO

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	539K7445COF93	06/04/93	06/04/94	GENERAL AGGREGATE \$2,000,000
X	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$2,000,000
	CLAIMS MADE X OCCUR.				PERSONAL & ADV. INJURY \$1,000,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED. EXPENSE (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY	539K7445COF93	06/04/93	06/04/94	COMBINED SINGLE LIMIT \$1,000,000
X	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
X	HIRED AUTOS				
X	NON-OWNED AUTOS				
	GARAGE LIABILITY				
C	EXCESS LIABILITY	CUP539K743393	06/04/93	06/04/94	EACH OCCURRENCE \$5,000,000
X	UMBRELLA FORM				AGGREGATE \$5,000,000
	OTHER THAN UMBRELLA FORM				
D	WORKER'S COMPENSATION	1224816935	06/04/93	06/04/94	X STATUTORY LIMITS
	AND				EACH ACCIDENT \$1,000,000
	EMPLOYERS' LIABILITY				DISEASE-POLICY LIMIT \$1,000,000
					DISEASE-EACH EMPLOYEE \$1,000,000
E	OTHER	NTF2015956001	03/10/93	03/10/94	LI 1,000,000/2,000,000
	*SEE BELOW				BI /
					PD /

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

*CONSULTANTS ENVIRONMENTAL LIABILITY: \$150,000 SIR/CLAIMS-MADE
A: PROFESSIONAL LIAB. - RETRO DATE: 3/10/89
B: POLLUTION LIAB. - RETRO DATE: 3/10/92

CERTIFICATE HOLDER

RAMSEY CTY REG. RAILROAD AUTH.
TTN: GEORGE SCHULTE
30 W KELLOGG BLVD, 360 GOVT CTR
ST. PAUL MN 55102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO
MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE
LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GWEN MCFADDEN

DD A

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

4

REGIONAL RAILROAD AUTHORITY

Originating Department

Z. H. Spiegelauer 8/17/93
Authorized Signature Date

Board Action Requested

Approve agreement with MCI Communications Corporation for easement on Northeast Corridor right of way for fiber optic cable installation at a cost of \$500 and authorize the Chair of RCRRRA to execute the agreement.

ACTION IS REQUESTED

Request Justification

See attached: 1) Proposed resolution
2) Agreement with MCI

Budgeting and Accounting

Ed Blanky 8/17/93

County Attorney

Risk Manager

Greg Anderson 8/17/93

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 24, 1993

Board Date

F. L. Henderson
Signature

8/17/93

Date



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

No. _____

WHEREAS, MCI Telecommunications Corporation is constructing a fiber optic cable route from Chicago, Illinois to west of Minneapolis, Minnesota; and

WHEREAS, MCI is requesting permission from Ramsey County Regional Railroad Authority (RCRRA) for an easement to cross right of way which RCRRA owns near the intersection of Chicago NorthWestern right of way in St. Paul; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the agreement with MCI for a 20 year easement at a cost to MCI of \$500 and authorizes its Chair to execute the agreement.

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary

EASEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 19____, by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit, of the County of Ramsey, State of Minnesota, hereinafter referred to as "RCRRA," and MCI Telecommunications Corporation, whose address is 400 International Parkway, Richardson, Texas, 75081, hereinafter referred to as "MCI."

W I T N E S S E T H:

WHEREAS, RCRRA is or will become the owner of certain right of way (by fee, easement, license, joint use agreement, governmental grant or other interest) within certain real property (hereinafter defined as the Rail Corridor) which has been or will be acquired pursuant to Minnesota Statute Chapter 398A for transportation use; and

WHEREAS, MCI wishes to acquire from RCRRA an easement, as hereinafter described, defined and limited, in, on, upon, over, under, across, along and through the Rail Corridor to permit MCI to construct, install, operate, maintain, repair, reinstall, replace and remove the Communication System (as hereinafter defined); and

WHEREAS, MCI and RCRRA desire to enter into a long-term relationship, realizing that close cooperation and good faith in the implementation of this Agreement are critical to its success and the success of their respective operations, and will work diligently to effectuate the intents and purposes of this Agreement,

NOW, THEREFORE, in consideration of the premises and in consideration of the mutual covenants and agreements herein, the parties hereby expressly agree as follows:

1. DEFINITIONS:

1.1 "Easement" shall mean the easement(s) granted to MCI by RCRRA pursuant to this agreement.

1.2 "Communication System" shall mean fiber-optic cables and all property installed by MCI in and on the Rail Corridor, including conduit, carrier pipe, poles, cables, fibers, repeaters, power sources and all other attachments and appurtenances thereto. Any and all such property constructed and/or installed and subsequently operated or maintained by MCI or at the direction of MCI, shall be and remain at all times the personal property of MCI, and shall at no time be deemed to be the personal property of RCRRA, regardless of the manner or method of attachment to or installation in, on, upon, over, under, across, along and through the Rail Corridor.

1.3 "Fouling of Tracks" shall mean existence, movement or placement of equipment and/or personnel on any of RCRRA's track.

1.4 "Rail Corridor" shall mean RCRRA's right of way as shown on Exhibit A attached hereto and made a part hereof.

2. PURCHASE PRICE, GRANT, TERM AND RENEWAL:

2.1 The purchase price for the grant set forth herein shall be Five Hundred Dollars (\$500.00) to be paid at closing.

2.1.1 The closing of this transaction shall occur immediately after the execution of this Agreement by the parties. At closing, MCI shall pay to RCRRA the above-described purchase price to acquire, and RCRRA grants to MCI, subject to receipt of the purchase price, an Easement consisting of the right of use and occupancy of a portion of the Rail Corridor, which portion shall be of sufficient width to: (i) construct, install, operate, maintain, repair, reinstall, replace and remove the Communication System. At closing RCRRA agrees to deliver to MCI a fully executed Memorandum of Easement in form acceptable for recordation granting the Easement. The Memorandum of Easement shall be in the form of Exhibit A attached hereto and made a part hereof. Upon receipt of "as built" drawings, RCRRA shall deliver to MCI a corrected Memorandum of Easement, in recordable form, reflecting the actual location of the Communication System.

2.2 The Easement granted to MCI by this Agreement shall have an initial term of twenty (20) years.

2.2.1 MCI, in its sole discretion, shall have the option to renew this Agreement for two (2) additional renewal terms of twenty (20) years each, by payment, prior to the termination of the initial term or the then-current renewal term, as the case may be, of an amount determined in accordance with subsection 2.3 below. If MCI fails to renew this Agreement for a particular renewal term, this Agreement shall expire, and MCI may not thereafter renew this Agreement for a subsequent renewal term.

2.3 Should MCI desire to exercise its option to renew this Agreement in accordance with subsection 2.2.1 above, the amount due RCRRA shall be equal to the purchase price set forth in subsection 2.1 above, increased by the same percentage as the percentage increase in Consumers' Price Index for all Urban Consumers, All Items, United State, Base 1990 = 100, issued by the Bureau of Labor Statistics of the United States Department of Labor ("CPI-U"), for the immediately preceding twenty (20) year period. If the CPI-U ceases to be published or ceases to be generally recognized as an index of inflation, the parties hereto shall select and substitute an index which is mutually acceptable, published by a governmental or other disinterested body with the appropriate reconciliation of the base of the substitute index with the base of the CPI-U. In no case shall the purchase price for any renewal period be less than \$500.00.

3. NON-EXCLUSIVITY:

3.1 The Easement shall be non-exclusive, and RCRRA may make any other use of the Easement premises and shall have the right to agree to other occupations of the same premises by one or more other person(s) or firm(s); provided, however, that any such subsequent occupancies or agreements for such occupancies shall be subordinate to the Easement and shall not interfere with MCI's use except as specified in this Agreement.

4. ROUTE DESIGNATION, INSPECTION, ACCESS, CONSTRUCTION:

4.1 MCI shall arrange as appropriate for the joint inspection and survey of the Rail Corridor by MCI and the licensees, lessees, and easement holders of RCRRA for the right of way for the purpose of identifying problem areas and defining the final cable route or alternatives. Individuals arranged to accompany MCI on inspection shall have the knowledge and authority to generally guide the detailed routing in a manner to minimize interference with the operations and facilities of RCRRA, its licensees, lessees and easement holders and affected public utilities. All expenses or reimbursements for time necessary to accomplish such inspection and survey shall be borne solely by MCI, not RCRRA.

4.2 Thereafter, MCI shall have the right to enter upon the Rail Corridor for the purpose of surveying and inspecting the same, and to perform preliminary engineering tests.

4.3 Within sixty (60) days after MCI submits a detailed route and construction plan for a portion of the Rail Corridor, RCRRA shall assent to or disapprove of the same in whole or in part. If RCRRA disapproves, it shall give notice to MCI, stating the cause(s) for such disapproval. In such an event, MCI may either proceed under subsection 18.4 or submit a revised detailed route and construction plan to RCRRA; RCRRA shall assent to or disapprove such revised plan, in whole or in part, within ten (10) working days after its submission; if RCRRA disapproves such plan, it shall give notice to MCI stating the cause(s) for such disapproval. The procedure set forth in the preceding sentence shall apply to any additional revisions to the detailed route and construction plan. Failure of RCRRA to notify MCI of its disapproval of the initial or revised route and construction plan within the time periods set forth above shall be considered assent. The Communication System shall not be constructed, installed, maintained, repaired, reinstalled, replaced, or removed except in strict conformity with plans which have been assented to pursuant to this subsection.

4.4 Assent to plans pursuant to subsection 4.3 shall not relieve MCI of its liability and responsibilities pursuant to section 28 and as otherwise set forth in this Agreement.

4.5 Upon the assent of RCRRA to MCI's (i) detailed route and construction plan(s) and (ii) delivery by MCI to RCRRA a written statement from each of the affected public utilities, licensees, lessees, and easement holders that each has reviewed and agreed that MCI's construction schedule and methods will minimally interfere with their operations and facilities, and that MCI has made satisfactory arrangements to minimize the impact, MCI may enter upon the Rail Corridor for the purpose of commencing installation of the Communication System. Prior to such entry, MCI shall notify RCRRA, its licensees, lessees, and easement holders of its proposed construction schedule, including actual dates and locations where construction is to begin. RCRRA hereby grants MCI the use of any access roads owned, controlled, or otherwise used in the maintenance of the Rail Corridor and agrees to coordinate with and assist MCI in obtaining access to the Rail Corridor as necessary and convenient.

4.6 MCI, at MCI's sole cost, risk and expense, will furnish all materials, parts, components, equipment and structures necessary to construct, install, operate, maintain, repair, reinstall, replace, and remove the Communication System, or any part thereof. Any and all such work by MCI shall be done in a good and workmanlike manner, in conformity with all applicable statutes, laws, ordinances, regulations, rules, codes, orders or specifications of any public body or authority having jurisdiction thereof (all of which shall control if inconsistent with or contradictory to the routes and plans assented to pursuant to subsection 4.4), and so as not to interfere with the operations and facilities of RCRRA, its licensees, lessees, and easement holders.

4.7 All installations must meet or exceed applicable specifications of the public authority of the state of Minnesota, the United States of America, and the National Electric Code in effect at that time, and shall further be in compliance with all existing federal, state or local laws, ordinances and regulations; and MCI shall further, at its expense, obtain all permits and approvals required to implement this Agreement. In no case shall any part of the Communication System be located in a manner that will interfere with any facilities or operations of RCRRA, its licensees, lessees, or easement holders, including, but not limited to, street crossing protection facilities, communication facilities, electrical power, or signal facilities or signal circuits.

4.8 MCI may attach the Communication System to RCRRA's bridges, subject to RCRRA consent.

4.9 Cables crossing under public roadways shall be at a location and depth as determined by state or local conditions, laws, regulations or orders of public authorities.

4.10 Cables crossing over or under other existing public utilities shall be located and installed in accordance with local conditions, laws, orders of public authorities, and such requirements as may be stipulated by the public utility. If in the conduct of such work, any changes or alterations in pipelines, sewers, drains, conduits, fences, power, signal or communication lines or other utilities are necessary (either temporary or permanent) such changes shall be made at MCI's sole cost and expense.

4.11 Upon completion of the installation (or any replacement, repair or relocation) of the Communication System, MCI shall promptly return the soil to a minimum soil compaction equivalent to its previous native conditions and otherwise return the Rail Corridor to a condition specified by RCRRA.

4.12 Within ninety (90) days after completion of the installation of any segment of the Communication System, MCI shall prepare and submit to RCRRA detailed "as built" engineering drawings and supporting coordinate survey information, compatible with Ramsey County Geographic Information system database, showing the location of the Communication System within the Rail Corridor.

4.13 In an effort to minimize interference with the operation of RCRRA during initial construction and installation of the Communication System, RCRRA shall give MCI's construction schedule first priority over any subsequent third party who

obtains right of way to install a similar communication system. To ensure the integrity of the Communication System, RCRRA grants MCI the right of exclusive access over other telecommunications companies during such initial construction and installation.

4.14 RCRRA and MCI shall cooperate with each other and coordinate their activities in an effort to ensure that construction, installation, operation, maintenance, repair, reinstallation, replacement, and removal activities do not conflict with, and are not inconsistent with, the duties and obligations of RCRRA.

4.15 The parties will cooperate in good faith to expeditiously resolve any unanticipated problems that occur in the construction and installation of the Communication System.

5. PERMITS:

5.1 MCI, at its sole cost and expense, shall secure and maintain in effect all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, reinstallation, replacement, and/or removal of the Communication System, including, without limitation, zoning, building, health, environmental or communication permits or licenses, and shall defend and indemnify RCRRA against payment of the costs therefor and against any fines or penalties that may be levied for failure to procure or to comply with such permits or licenses as well as any remedial costs to cure violations thereof. RCRRA agrees to cooperate with MCI in securing any such permits or licenses by providing information and data upon request.

5.2 Environmental impact statements, if required, shall be prepared by MCI at MCI's sole risk, cost and expense.

6. ENTRY NOTICE FORMS:

6.1 Except for emergency situations, whenever MCI desires to enter upon the Rail Corridor to construct, build or use construction vehicles or to dig within or otherwise alter or disturb the Rail Corridor, it shall give RCRRA and affected public utilities, and licensees, lessees, and easement holders of RCRRA written notice in advance of entry. All such work shall be subject to the consent of RCRRA and the affected public utilities, licensees, and easement holders.

6.2 In the event of any emergency affecting the Communication System, MCI shall, if possible, telephonically or verbally give RCRRA, any affected public utilities, licensees, lessees and easement holders advance notice prior to entry upon the Rail Corridor. MCI shall not be deemed in breach of the Agreement if it takes reasonable steps to provide such notice.

6.3 In no instance shall MCI ever engage in Fouling of Tracks without prior written consent of RCRRA.

7. TRACK USE:

7.1 No use of RCRRA's tracks shall be permitted without prior consent by RCRRA.

8. STORAGE OF MATERIALS:

8.1 Subject to prior consent by RCRRA, MCI may erect temporary structures and fences to protect its equipment or fuel; provided, however, that no temporary structures shall be located, or materials stored, within fifteen (15) feet of the center line of the track. MCI agrees to restore the land as specified by the RCRRA when construction is complete.

9. FLAGGING, WATCHMEN:

9.1 During the work of construction or repair or maintenance of the Communication System, within twenty-five (25) feet of RCRRA's tracks, MCI shall place flagmen or watchmen or take other measures desirable or necessary to protect operations or property or employees of RCRRA, or other persons on or near the Railroad Corridor, at the sole risk, cost and expense of MCI.

10. RAILROAD COST, REIMBURSEMENT:

10.1 MCI shall reimburse RCRRA for all work performed by or on behalf of RCRRA pursuant to the terms herein or for any cost or expense incurred by RCRRA in connection therewith, including in-house engineering expense, labor (at RCRRA's then-prevailing rates), material and other related costs (including RCRRA's normal overheads and additives) incurred by RCRRA as a result of this Agreement. RCRRA agrees to confirm with MCI the need for any expenses prior to incurring same. Upon receipt of an itemized statement, MCI agrees to promptly reimburse RCRRA for actual expenses and costs incurred by RCRRA with thirty (30) days after RCRRA shall submit to MCI a verifiable invoice for such costs and expenses; provided, however, that if expenses and costs are not billed within six (6) months from the date they are incurred, MCI shall have ninety (90) days in which to verify and pay the invoice for such costs and expenses.

11. FACILITY LOCATION SIGNS:

11.1 MCI, at its sole cost and expense, shall furnish, erect and thereafter maintain signs -- in accordance with the standards of the telecommunications industry. Such signs shall be placed near RCRRA's outermost right of way line, with the consent of RCRRA.

12. MAINTENANCE OF THE COMMUNICATION SYSTEM:

12.1 MCI shall maintain the Communication System to protect the operations and safety of RCRRA and its employees, officers, agents, licensees, lessees, invitees, and easement holders. Should any facilities of MCI need repair or renewal, which need affects the safety and operations of RCRRA, RCRRA shall give notice to

MCI. MCI shall, as soon as possible, make such repair or renewal at its own expense. In the event MCI fails to make such repair or renewal within thirty (30) days of notice by RCRRA, RCRRA shall then have the right to make such repairs or renewals at MCI's cost as RCRRA deems necessary to protect the safety and operations of RCRRA. In case of emergency affecting the operation or safety of RCRRA, RCRRA shall have the right to make such repair or renewal at MCI's cost without such notice by RCRRA or upon less than thirty (30) days' notice; provided, however, that RCRRA shall follow the procedure set forth in subsection 26.3 prior to making such repair or renewal.

13. RAILROAD OPERATIONS:

13.1 RCRRA and MCI shall cooperate to avoid, to the extent practicable, actions which could endanger the Communication System or the operations of RCRRA. MCI shall use all precautions to not interfere with the operations and facilities of RCRRA, its licensees, lessees, and easement holders in the Rail Corridor. RCRRA may, at its option, require that employees, agents and contractors of MCI who are or will be involved in the construction, installation, operation, maintenance, repair, reinstallation, replacement, and removal of the Communication System be trained in railroad safety matters via courses or materials to be offered or provided by RCRRA.

13.2 MCI acknowledges that in the event of a train derailment, bridge collapse or failure, or other situation RCRRA deems an emergency, RCRRA may take whatever actions it deems necessary to return service to RCRRA or to replace or rebuild any structure or to clean or restore its right of way. In such an event, RCRRA shall follow the procedure set forth in subsection 26.3.

14. RELOCATION: ALTERATIONS:

14.1 If RCRRA determines that any portion of the Communication System or the location thereof must be changed or altered including, but not limited to, relocation to a concrete encased duct bank as specified by RCRRA, due to RCRRA's operations or planned operations, or RCRRA desires to renew, replace, repair, or alter any of its tracks, bridges, culverts, structures, properties, facilities, or appurtenances or to construct new ones, or to change the operation of its tracks, bridges, culverts, structures, facilities or appurtenances, RCRRA shall notify MCI of such plans. MCI shall, at its expense, protect or move the affected MCI facilities in a manner satisfactory to RCRRA as soon as practicable. In the event MCI fails to so relocate its facilities within one hundred twenty (120) days after notice, RCRRA may remove or relocate such facilities at MCI's expense.

14.2 In the event of a RCRRA relocation as set forth in subsection 14.1, RCRRA agrees that MCI shall be allowed to move its facilities to other available RCRRA right of way or land within (or immediately adjacent to) the affected portion of the Rail Corridor, as determined by RCRRA, without additional compensation to RCRRA.

15. INSURANCE:

15.1 For and during all phases of this Agreement, MCI, at its sole cost, shall procure and maintain comprehensive general liability insurance, with the

railroad exclusion deleted, covering bodily injury and property damage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. MCI shall furnish RCRRA, upon request, a certificate of insurance, ~~and a copy of the policy.~~ The policy shall name RCRRA as an additional insured and shall contain a contractual liability endorsement covering MCI's obligations under this Agreement. The policy shall also be endorsed to provide for thirty (30) days' notice to RCRRA prior to termination or material modification of the policy. 

15.2 For and during all phases of this Agreement, MCI, at its sole cost, shall procure and maintain, and shall furnish to RCRRA, upon request, a certificate of insurance for, automobile liability insurance with limits of liability of \$1,000,000 per occurrence and \$1,000,000 aggregate for bodily injury and property damage.

15.3 For and during all phases of this agreement MCI, at its sole cost, shall procure and maintain Workers' Compensation & Employer's Liability: a) Workers' Compensation per Minnesota State statute; and b) Employer's Liability shall have the Minimum Limits: \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.

15.4 Furnishing of insurance by MCI hereunder shall not limit MCI's liability under this Agreement but shall be additional security therefor.

16. LIENS AND ENCUMBRANCES:

16.1 "Liens or Encumbrances" means any mortgage, pledge, security interest, lien, or encumbrance on (or affecting) any portion of the Rail Corridor, including (without limitation) tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Communication System. MCI will not permit any Liens or Encumbrances to be established or remain against the Rail Corridor or any portion thereof; provided, however, that the existence of Liens or Encumbrances shall not constitute a violation of this sentence if payment with respect thereto is not yet due and payable; and provided further that MCI shall not be required to pay, discharge, or remove any Lien or Encumbrance against the Rail Corridor or any portion thereof, so long as MCI shall, after written notice to RCRRA, contest the same (or the validity thereof) in good faith by appropriate proceedings which shall operate to prevent the collection of the Lien or Encumbrance so contested and the transfer of MCI's or RCRRA's interest in the Rail Corridor (or any portion thereof) to satisfy the same.

16.2 Nothing in this Agreement shall be deemed to give RCRRA, and RCRRA hereby waives, any claim or ownership in or to any part or the whole of the Communication System, and to the fullest extent permitted by law, RCRRA hereby waives all rights granted by or under any present or future laws to levy or distraint, for any sums due hereunder by MCI, upon the Communication System or any part or parts thereof, whether by reason of any breach by MCI of its obligations hereunder or otherwise.

17. TERMINATION AND EXPIRATION:

17.1 This Agreement shall terminate upon the happening of either of the following events:

- A. Complete removal or abandonment by MCI of the Communication System.
- B. Subsequent written mutual agreement of the parties hereto.

17.2 In the event of termination or expiration of this Agreement, MCI shall, at MCI's sole risk, cost and expense, remove the Communication System and any other MCI property or facilities from the Rail Corridor and restore the Rail Corridor to a condition (and in a manner) satisfactory to RCRRA. With RCRRA's consent, MCI may abandon any buried portion of the Communication System in place; such consent shall not be reasonably withheld.

17.3 In the event of termination or expiration of this Agreement, MCI shall deliver to RCRRA a quit claim deed, in form for recordation, whereby MCI relinquishes all right, title, and interest to the Easement.

18. LIAISON, COORDINATION AND DISPUTES RESOLUTION:

18.1 It is the intent of MCI and RCRRA that any disputes which may arise between them, or between employees of each, be resolved as quickly as possible, both for the prompt design, construction, installation, operation, maintenance, repair, reinstallation, replacement, and (upon the expiration or termination of this Agreement) removal of the Communication System and for the safe and uninterrupted operation of the rail system of RCRRA.

18.2 RCRRA shall designate an authorized representative of RCRRA to act as the primary contact with MCI, said representative to be designated by notice to MCI within thirty (30) days of the date MCI submits construction plans of the Communication System pursuant to subsection 4.4.

18.3 MCI shall designate an authorized representative to act as the primary contact with RCRRA, said representative to be designated by notice to RCRRA within thirty (30) days of the date MCI submits construction plans of the Communication System pursuant to subsection 4.4.

18.4 All disputes relating to the design, construction, and installation of the Communication System (including, without limitation, disputes regarding RCRRA property, RCRRA operations, track safety, and access to the Rail Corridor) shall be referred directly to RCRRA, whose decision shall be made within fifteen (15) working days except as otherwise provided herein, and except that in the event of emergency the decision will be made as soon as possible. RCRRA shall use all reasonable efforts to render such decision within said fifteen (15) working days, provided, however, that in the event RCRRA is unable to render a decision within said fifteen (15) working days, RCRRA shall notify MCI within said fifteen (15) working days describing the estimated time required to resolve the question and, where possible, recommending an alternative course of action that would avert further delay.

19. COVENANTS AND WARRANTIES:

19.1 By execution of this Agreement, and upon execution of each Memorandum of Easement, the parties represent, as to their respective companies, upon their knowledge and belief, the following:

19.1.1 That, except as limited by subsection 23.1 below, they have full right and authority to enter into and perform this Agreement and the Memoranda of Easement in accordance with the terms hereof and thereof, and that by entering into or performing this Agreement, the parties are not in violation of their charter or by-laws or any law, regulation or agreement by which they are bound or to which they are subject.

19.1.2 That the execution, delivery and performance of this Agreement by each party has been duly authorized by all requisite corporate action, that the signatories for each party hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, except as otherwise provided herein, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

20. NON-DISTURBANCE -- THIRD PARTY SUBSEQUENT USERS:

20.1 Except as otherwise permitted in the Agreement, RCRRA shall not, nor shall it license, permit, or authorize its agents, employees, or contractors to, disturb or interfere with the Communication System or the use and operation of the Communication System or MCI's right hereunder, nor shall RCRRA deny MCI access to the Communication System. It is expressly understood, however, that RCRRA has no control over unauthorized third party users, who are, or may be, occupying portions of the Rail Corridor. Under no circumstance shall RCRRA be liable to MCI for unauthorized occupations. RCRRA will cooperate with MCI, at the latter's expense, in any actions, suits, or proceedings undertaken by MCI to effect removal of such occupations from the Rail Corridor. All such activities by MCI shall be governed by and subject to MCI's indemnification of RCRRA pursuant to section 28 and provision of insurance pursuant to section 15.

20.2 Subsequent third party use of the Easement premises shall be subject to easements or record, including any Memoranda of Easement recorded pursuant to this Agreement.

21. RECORDINGS, TAXES AND OTHER CHARGES:

21.1 MCI shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of the Memoranda of Easement. MCI further agrees that if it is determined by any state or local governmental authority that the sale, acquisition, license, grant, transfer, or disposition of any part or portion of the property or rights herein described requires the payment of any tax or fee (including sales of use tax) under any statute, regulation, or rule, MCI shall pay the same, plus any penalty or interest thereon, directly to said taxing authority and shall defend and hold RCRRA harmless therefrom. MCI shall pay all annual or periodic taxes levied or assessed upon the

Communication System, or on account of its existence or use, and shall indemnify and defend RCRRA against the payment thereof.

21.2 MCI agrees to pay prior to the due date the full amount of any assessments, taxes, or charges of any kind which may be levied, charged, assessed, or imposed against the Communication System or on account of its existence or use on the Rail Corridor; provided, however, that MCI has the right to protest any such assessments, taxes, or charges of any kind which may be levied, charged, assessed, or imposed against MCI by reason of the construction, maintenance, use, or existence of the Communication System. MCI, at its own cost and expense, shall have the right to contest the amount or validity, in whole or in part, of any such assessment, tax or charge by appropriate proceeding diligently conducted in good faith. In the event MCI elects to contest the amount or validity of such tax, assessment or charge, MCI shall notify RCRRA; and MCI may postpone or defer payment of such tax, assessment or charge to the taxing authority if, in the reasonable judgment of RCRRA, neither RCRRA's property nor any part thereof would be reason of such postponement or deferment be in danger of being forfeited or lost. MCI agrees to indemnify, defend, and save harmless RCRRA from and against any legal action or any cost resulting from such legal action brought against it as a result of MCI's actions in connection with the exercise of its rights under this section 21.

22. MCI STATUS:

22.1 RCRRA reserves no control over the employment, discharge, compensation of or services rendered by MCI's employees or contractors, and it is the intention of the parties that MCI shall be and remain an independent party, and nothing herein shall be construed as inconsistent with that status or as creating or implying any partnership or joint venture between MCI and RCRRA; and employees of MCI or employees of any contractor shall not be considered as RCRRA's employees.

23. QUITCLAIM; ACCESS TO CERTAIN RCRRA FILES:

23.1 It is expressly understood RCRRA does not warrant title to the Rail Corridor, and MCI accepts the grants of privileges contained herein subject to all lawful outstanding existing liens, mortgages, and superior rights in and to the Rail Corridor, and all leases, licenses, easements, and other interests in the Rail Corridor previously granted to others. MCI agrees it shall not have or make any claim against RCRRA for damage on account of any deficiency in title to the Rail Corridor in the event of failure or insufficiency of RCRRA's title.

23.2 RCRRA will permit MCI reasonable access to RCRRA's deed filed relating to the Rail Corridor. This Agreement is not in any manner contingent or conditioned upon the results of MCI's examination of such files. Any costs incurred by RCRRA relative to such access or examination, including RCRRA's internal labor costs, shall be reimbursed by MCI within thirty (30) days after RCRRA shall submit to MCI a verifiable invoice therefor.

24. CONFIDENTIALITY:

24.1 RCRRA and MCI understand and agree that this Agreement, and all materials, maps, documents and other information that have been or will be exchanged

between the parties in negotiating and implementing this Agreement are public government data which is subject to release in accordance with the provisions of the Minnesota Government Data Practices Act (Minnesota Stat. Chapter 13) as amended.

25. SUCCESSION: NON-ASSIGNABILITY:

25.1 (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees referred to in clause (b) below.

25.1 (b) MCI shall not assign or otherwise convey any of its rights, titles, or interests under this Agreement without the prior written consent of RCRRA (which consent shall not be unreasonably withheld or delayed); provided, however, that without any such consent, MCI (and its successors and permitted assignees) may assign all of its rights, titles, and interests hereunder to any of the following assignees: (i) any corporation, partnership, limited partnership or other entity owned or controlled by MCI, or by which MCI is owned or controlled, or any company formed by a merger of MCI and one or several of its affiliated communication companies; and (ii) any person, corporation, bank, trust company, association, or other business in connection with obtaining or arranging financing from same. Any assignment pursuant to this clause (b) shall be permitted only where the assignee assumes full responsibility for MCI's past, present, and future obligations under this Agreement; and such assignment shall not, in any event, release MCI from any of its past, present, or future obligations under this Agreement. There is no restriction or limitation on RCRRA's right to assign its rights, titles, or interests under this Agreement; however, any such assignment shall be subject to MCI's rights under this agreement.

25.2 Upon the request of RCRRA, MCI shall acknowledge in writing any permitted assignment described in clause (b) of subsection 25.1 and the right of any permitted assignee to enforce this Agreement.

25.3 Any purported assignment made in violation of this section 25 shall be void and of no force and effect.

26. NOTICES:

26.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and shall be addressed to:

MCI at: MCI Telecommunications Corporation
400 International Parkway
Richardson, Texas 75081
ATTN: Site Route Management, Dept. 1103

copy to: MCI Telecommunications Corporation
Office of the General Counsel
1133 - 19th Street NW
Washington, D.C. 20036

and, RCRRA at: Ramsey County Regional Railroad Authority
15 West Kellogg Boulevard, 665 RCGC West
Saint Paul, Minnesota 55102
ATTN: Kathryn DeSpiegelaere
Telephone: (612) 266-2760
Telefax: (612) 266-2761

or at such other address or Telefax number as may be designated in writing from time to time to either party by the other.

26.2 Unless otherwise provided herein, notices shall be sent by registered or certified U.S. Mail and shall be deemed given, served, or delivered to addressee, or its office, upon the date of return receipt acknowledgment or, if postal claim notice is given, on the date of its return marked "unclaimed." Notices may also be sent by Telefax, in which case they shall be deemed given, served, or delivered when received at the specified Telefax number(s).

26.3 In case of disaster (train derailment, bridge collapse or failure, failure of the Communication System, or the like) or other emergency demanding immediate examination or repairs to existing facilities, the party who intends to conduct such examination or repairs shall, if feasible and reasonable under the circumstances, give advance oral or telephonic notice to the other party. Neither party shall be deemed in breach of this Agreement if it takes reasonable steps to provide such notice. Further, RCRRA shall not be deemed in breach of this Agreement, and within two (2) working of each anniversary of the execution of this Agreement, MCI shall give notice to RCRRA specifying an emergency telephone number(s) to be used to contact MCI; MCI shall not be deemed in breach of this Agreement for failing to give such notice.

27. SEVERABILITY:

27.1 This Agreement is executed by the parties under current interpretations of applicable federal, state or local statute, ordinance, law, or regulations.

27.2 Each and every separate division (paragraph, clause, item, term, condition, covenant, or agreement) herein contained shall have independent and severable status from each other separate division or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid, or unenforceable for any reason, that separate division shall have no effect upon the validity or enforceability of each and every other separate division herein contained, or any other combination thereof.

28. LIABILITY, INDEMNITY:

28.1 MCI shall indemnify, defend, and hold RCRRA harmless from and against any claim, liability, or judgment arising from, growing out of, or in any manner or degree caused by, contributed to, or the result of: (i) any action or omission in

connection with the exercise of any of the rights granted to MCI by this Agreement; (ii) the design, construction, installation, existence, operation, maintenance, repair, reinstallation, replacement, or removal of the Communication System (or any appurtenance thereto); or (iii) any activity conducted by or on behalf of MCI in the vicinity of the Rail Corridor. Without in any manner limiting the scope of the preceding sentence, that sentence is specifically intended to include claims, liabilities, and judgments pertaining to: (a) injury to, or death of, any person whomsoever; (b) damage to, or destruction of, any property whatsoever; (c) consequential damages to MCI's clients, customers, or patrons; (d) interference with or disruption of communications or data transmission over the Communication System; (e) the violation by MCI (or its contractors or subcontractors) of any federal, state, or local law, statute, rule, regulation, or ordinances. MCI's obligations under the first sentence of this subsection are specifically intended to include, but are not limited to, costs of defense (including reasonable attorney and paralegal fees). Notwithstanding the preceding sentences of this subsection, MCI has no obligation to indemnify, defend, or hold RCRRA harmless with respect to claims, liabilities, and judgments for consequential damages sustained by RCRRA's shippers, clients, customers, and patrons.

28.2 MCI acknowledges that the installation of the Communication System within RCRRA's right of way involves risk as a result of the operations and facilities of RCRRA, its licensees, lessees, and easement holders which risk will not be assumed by RCRRA. RCRRA shall not be liable for any damage to the Communication System (including loss of same, or interference with or disruption of service or use thereof) even if such damage, interference, or disruption is caused or contributed to by the negligence of RCRRA, its licensees, lessees, and easement holders.

28.3 Subsection 28.1 notwithstanding, neither party shall be liable to the other party for any consequential damages sustained by such other party, where such damages are in any manner related to: (i) the Communication System or (ii) the exercise or performance, by either of the parties, of their respective rights and obligations under this Agreement. As used in the preceding sentence, consequential damages include, but is not limited to, loss of revenues or profits, loss of business opportunities, loss of telecommunications services, and interruption in telecommunications or rail transportation services.

28.4 MCI shall have a right to defend RCRRA regarding any claims indemnified against. RCRRA shall give MCI reasonably prompt notice of any claims or actions against RCRRA for which MCI may be required to indemnify RCRRA under this Agreement. The parties shall cooperate fully in the defense of any such claim or action and neither shall settle any such claim or action without the prior written consent of the other.

29. BREACH, REMEDIES:

29.1 In the event of a breach of this Agreement by either party, MCI and RCRRA each agree that neither shall proceed against the other by litigation unless the non-breaching party gives the breaching party notice of and thirty (30) days to cure the breach, which notice shall specify in detail the alleged breach; provided, however, that if the breach by its nature cannot be cured within such thirty (30) day

period, the thirty (30) day period shall be extended if the breaching party commences to cure the breach within ten (10) days after receiving such notice and continues diligently thereafter to prosecute such cure; but further provided that neither party shall be required to give the other time to cure in any case where delay will result in irreparable harm to the non-breaching party.

29.2 For purposes of this section 29, any substantial noncompliance or repeated noncompliance which of itself might be considered minor or singular; shall constitute a breach by either party. Failure by either party to give required notices shall constitute a breach. Provided, however, such breaches as described in this subsection shall not be grounds or justification for the cessation or termination of this Agreement, and the aggrieved party's remedies shall be for damages or injunctive relief only.

29.3 Remedies available to each party shall include: (i) specific performance in equity; (ii) litigation or damages and costs (excluding consequential damages except as provided herein); and (iii) limited self-help as provided in this Agreement.

29.4 Any waiver by any party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matter subsequently occurring.

30. MISCELLANEOUS:

30.1 RCRRA and MCI represent and warrant to each other that neither has dealt with any broker or agent in connection with the transaction contemplated by this Agreement.

30.2 Assents and consents of RCRRA as provided for herein shall be based upon the maximum utilization of the Rail Corridor for present or future use by RCRRA, protection of the property of RCRRA, maintenance and operations of RCRRA, the safety of RCRRA's operations, and the safety of RCRRA and its commissioners, directors, officers, employees and agents.

30.3 This Agreement shall survive delivery and/or recordation of the Memorandum of Easement and shall run with the land.

30.4 Each party shall be responsible for its own costs, including legal fees, incurred in negotiating this Agreement.

30.5 In the event that any portion of the Rail Corridor which includes the Communication System becomes the subject of a condemnation proceeding, it is agreed that MCI's interest (both in improvements or facilities and in occupation of the Rail Corridor) shall be severed from RCRRA's interest in such proceeding, and the parties agree to have any condemnation award specifically allocated between the parties' respective interests.

31. ENTIRE AGREEMENT: AMENDMENTS:

31.1 This Agreement, and the schedules and exhibits attached hereto, shall constitute the entire agreement between the parties.

31.2 No warranties, representations or promises pertaining to this Agreement, or any property or rights affected hereby, have been made by, nor shall be binding upon, any party hereto, except as expressly stated in this Agreement.

31.3 This Agreement may be amended by mutual consent, in writing, signed by the parties hereto, and such amendments shall become part hereof.

32. FORCE MAJEURE:

32.1 Except as may be elsewhere specifically provided in this Agreement, any failure or delay in the performance by either party of its obligations hereunder shall not be a breach of this Agreement if such failure or delay results from causes beyond the party's control, including but not limited to, acts of God, governmental action (whether in its sovereign or contractual capacity), fire, flood, or other catastrophes, national emergencies, insurrections, riots and wars.

33. LEGAL FORUM:

33.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota, without giving effect to the principles governing conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in counterpart as the day and year first above written.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY,

Upon proper execution, this agreement will be legally valid and binding.

Assistant County Attorney

Date

reviewed by
Cary Anderson
Risk mgmt 8/17/93

By _____

Its _____

Date _____

By _____

Its _____

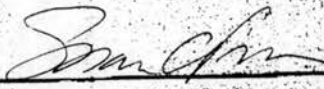
Date _____

By _____

Its _____

Date _____

MCI TELECOMMUNICATIONS CORPORATION,

By 

Its SUSAN C. FRAAS Vice President

Date 8/16/93

By 

Its RICHARD STROM ASSISTANT SECRETARY

Date 8/16/93

EXHIBIT A

MEMORANDUM OF EASEMENT

THIS MEMORANDUM made this _____ day of _____, 19____, by and between MCI Telecommunications Corporation, a corporation whose address is 400 International Parkway, Richardson, Texas, 75081, ("MCI"), and Ramsey County Regional Railroad Authority, a political subdivision, whose address is 15 West Kellogg Boulevard, 665 RCGC West, Saint Paul, Minnesota, 55102 ("RCRRA").

W I T N E S S E T H:

THAT, RCRRA is the owner of a right of way (by fee, easement, license, joint use agreement, governmental grant, or other interest) within certain real property (hereinafter defined as the Rail Corridor) which has been acquired pursuant to Minnesota Statute Chapter 398A for transportation use; and

THAT, MCI and RCRRA have entered into an Easement Agreement dated the _____ day of _____, 19____; and

THAT, the Easement Agreement provides for the acquisition by MCI from RCRRA of the Easement (as hereinafter described, defined and limited) in, on, upon, over, under, across, along, and through the Rail Corridor (as hereinafter defined) to permit MCI to construct, install, operate, maintain, repair, reinstall, replace, and remove the Communication System (as hereinafter defined); and

THAT, in consideration of the premises, and in consideration of the mutual covenants and agreements therein, the Easement Agreement grants certain rights and describes certain obligations of the parties, including, but not limited to, the following.

1. DEFINITIONS:

1.1 "Easement" shall mean the easement(s) granted to MCI by RCRRA pursuant to the Easement Agreement and memorialized by this Memorandum.

1.2 "Communication System" shall mean fiber-optic cables and all property installed by MCI in and on the Rail Corridor, including conduit, carrier pipe, poles, cables, fibers, repeaters, power sources, and all other attachments and appurtenances thereto. Any and all such property constructed and/or installed and subsequently operated or maintained by MCI, or at the direction of MCI, shall be and remain at all times the personal property of MCI, and shall at no time be deemed to be the personal property of RCRRA, regardless of the manner or method of attachment to or installation in, on, upon, over, under, across, along, and through the Rail Corridor.

1.3 "Rail Corridor" shall mean RCRRA's right of way as shown on Exhibit A attached hereto and made a part hereof.

2. GRANT, TERM AND RENEWAL:

2.1 RCRRA does hereby memorialize its grant to MCI of an Easement consisting of the right of use and occupancy of a portion of the Rail Corridor.

2.2 The Easement shall have an initial term of twenty (20) years.

2.3 MCI, in its sole discretion, shall have the option to renew the Easement for two (2) additional renewal terms of twenty (20) years each, by payment, prior to the termination of the initial term of the then-current renewal term, as the case may be, of an amount determined in accordance with the Easement Agreement. If MCI fails to renew the Easement for a particular renewal term, the Easement shall expire, and MCI may not thereafter renew the Easement for a subsequent renewal term.

3. NON-EXCLUSIVITY:

3.1 The Easement shall be non-exclusive, and RCRRA may make other use of the Easement premises and shall have the right to agree to other occupations of the same premises by one or more other person(s) or firm(s); provided, however, that any such subsequent occupancies or agreements for such occupancies shall be subordinate to the Easement and shall not interfere with MCI's use except as specified in the Easement Agreement.

4. TERMINATION:

4.1 The Easement shall terminate upon the happening of either of the following events:

- A. Complete removal or abandonment by MCI of the Communication System.
- B. Subsequent written mutual agreement of the parties hereto.

4.2 In the event of termination or expiration of the Easement, MCI shall, at MCI's sole risk, cost, and expense, remove the Communication System and any other MCI property or facilities from the Rail Corridor and restore the Rail Corridor to a condition (and in a manner) satisfactory to RCRRA. With RCRRA's consent, MCI may abandon any buried portion of the Communication System in place; such consent shall not be unreasonably withheld.

4.3 In the event of termination or expiration of the Easement, MCI shall deliver to RCRRA a quit claim deed in form for recordation, whereby MCI relinquishes all right, title, and interest to the Easement.

5. TITLE:

5.1 RCRRA does not warrant title to the Rail Corridor.

6. OWNERSHIP OF COMMUNICATION SYSTEM:

6.1 Nothing in this Memorandum or in the Easement Agreement shall be deemed to give RCRRA, and RCRRA hereby waives, any claim of ownership in or to any

part or the whole of the Communication System, and to the fullest extent permitted by law, RCRRA hereby waives all rights granted by or under any present or future laws to levy or distraint, for any sums due hereunder by parts thereof, whether by reason of any breach by MCI of its obligations under this Memorandum or the Easement Agreement or otherwise.

7. LIABILITY, INDEMNITY:

7.1 MCI shall indemnify, defend, and hold RCRRA harmless from and against any claim, liability, or judgment arising from, growing out of, or in any manner or degree caused by, contributed to, or the result of: (i) any action or omission in connection with the exercise of any of the rights granted to MCI by this Agreement; (ii) the design, construction, installation, existence, operation, maintenance, repair, reinstallation, replacement, or removal of the Communication System (or any appurtenance thereto); or (iii) any activity conducted by or on behalf of MCI in the vicinity of the Rail Corridor. Without in any manner limiting the scope of the preceding sentence, that sentence is specifically intended to include claims, liabilities, and judgments pertaining to: (a) injury to, or death of, any person whomsoever; (b) damage to, or destruction of, any property whatsoever; (c) consequential damages to MCI's clients, customers, or patrons; (d) interference with or disruption of communications or data transmission over the Communication System; (e) the violation by MCI (or its contractors or subcontractors) of any federal, state, or local law, statute, rule, regulation, or ordinance; and (f) claims by RCRRA's employees that the design, construction, installation, existence, operation, maintenance, repair, reinstallation, replacement, or removal of the Communication System violates or is inconsistent with any of RCRRA's labor agreements. MCI's obligations under the first sentence of this subsection are specifically intended to include, but are not limited to, costs of defense (including reasonable attorney and paralegal fees). The first sentence of this subsection is specifically intended to require MCI to indemnify, defend, and hold RCRRA harmless from and against the consequences of RCRRA's own negligence; however, MCI is not required to indemnify, defend, and hold RCRRA harmless in the event a claim, liability or judgment results from the sole and exclusive negligence of RCRRA. Notwithstanding the preceding sentences of this subsection, MCI has no obligation to indemnify, defend, or hold RCRRA harmless with respect to claims, liabilities, and judgments for consequential damages sustained by RCRRA's shippers, clients, customers, and patrons.

7.2 MCI acknowledges that the installation of the Communication System within RCRRA's right of way involves risk as a result of the operations and facilities of RCRRA, its licensees, lessees, and easement holders which risk will not be assumed by RCRRA. RCRRA shall not be liable for any damage to the Communication System (including loss of same, or interference with or disruption of service or use thereof) even if such damage, interference, or disruption is caused or contributed to by the negligence of RCRRA, its licensees, lessees, and easement holders.

7.3 Subsection 7.1 notwithstanding, neither party shall be liable to the other party for any consequential damages sustained by such other party, where such damages are in any manner related to: (i) the Communication System or (ii) the exercise or performance, by either of the parties, of their respective rights and obligations under this Agreement. As used in the preceding sentence, consequential

damages include, but is not limited to, loss of revenues or profits, loss of business opportunities, loss of telecommunications services, and interruption in telecommunications or rail transportation services.

7.4 MCI shall have a right to defend RCRRA regarding any claims indemnified against. RCRRA shall give MCI reasonably prompt notice of any claims or actions against RCRRA for which MCI may be required to indemnify RCRRA under this Agreement. The parties shall cooperate fully in the defense of any such claim or action and neither shall settle any such claim or action without the prior written consent of the other.

8. EFFECT:

8.1 This Memorandum shall not modify or alter any provision of the Easement Agreement. If there is any conflict between the provisions of this Memorandum and the Easement Agreement, the Easement Agreement shall control in all respects.

8.2 The terms and conditions of the Easement Agreement, as the same may be amended or supplemented from time to time, are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in counterpart as the day and year first above written.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY,

Upon proper execution, this agreement will be legally valid and binding.

Assistant County Attorney

Date _____

Reviewed by
Greg Anderson
Risk Mgmt 8/17/93

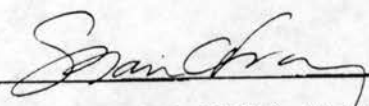
Reviewed by Budgeting & Acctg
Ed Klantky 8/17/93

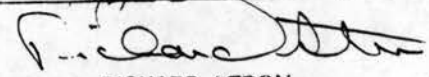
By _____
Its _____
Date _____

By _____
Its _____
Date _____

By _____
Its _____
Date _____

MCI TELECOMMUNICATIONS CORPORATION,

By 
Its SUSAN C. FRAR Vice President
Date 8/16/93

By 
Its RICHARD STROM
ASSISTANT SECRETARY
Date 8/16/93

STATE OF TEXAS)

COUNTY OF DALLAS)

On this 16th day of August, 1993, before me appeared
Susan C. Frary to me personally know, who being by me duly
sworn did say that he/she is the Vice President of
McJ Telecommunications Corporation,
the corporation described in and who executed the foregoing instrument; and that said
instrument was executed in behalf of said corporation by authority of its Board of
Commissioners; and said Vice President acknowledged said
instrument to be the free act and deed of said corporation.

May J. Anderson
Notary Public

My Commission Expires 05-22-93

ACORD. CERTIFICATE OF INSURANCEISSUE DATE (MM/DD/YY)
08/12/93**PRODUCER**JOHNSON & HIGGINS OF WASHINGTON, DC
1401 EYE STREET, NW
SUITE 400
WASHINGTON, DC 20005-2204

MCI00-MCI ALPRO CROZK

INSUREDMCI COMMUNICATIONS CORPORATION, ETAL
1801 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGECOMPANY LETTER **A** CONTINENTAL INSURANCE COMPANYCOMPANY LETTER **B**COMPANY LETTER **C** ALLENDALE INSURANCE COMPANYCOMPANY LETTER **D**COMPANY LETTER **E****COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	SRL3345113	04/30/93	04/01/94	GENERAL AGGREGATE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR.				PERSONAL & ADV. INJURY \$ 1,000,000
	☐ OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 500,000
					MED. EXPENSE (Any one person) \$ 25,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☐ HIRED AUTOS				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ UMBRELLA FORM				AGGREGATE \$
	☐ OTHER THAN UMBRELLA FORM				
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	SRW9537018 - A/O SRW9537019 - DED.	04/30/93 04/30/93	04/01/94 04/01/94	STATUTORY LIMITS
					EACH ACCIDENT \$ 1,000,000
					DISEASE-POLICY LIMIT \$ 1,000,000
					DISEASE-EACH EMPLOYEE \$ 1,000,000
C	OTHER PROPERTY	LP020	10/01/92	10/01/97	"ALL RISK" REPLACEMENT COST

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

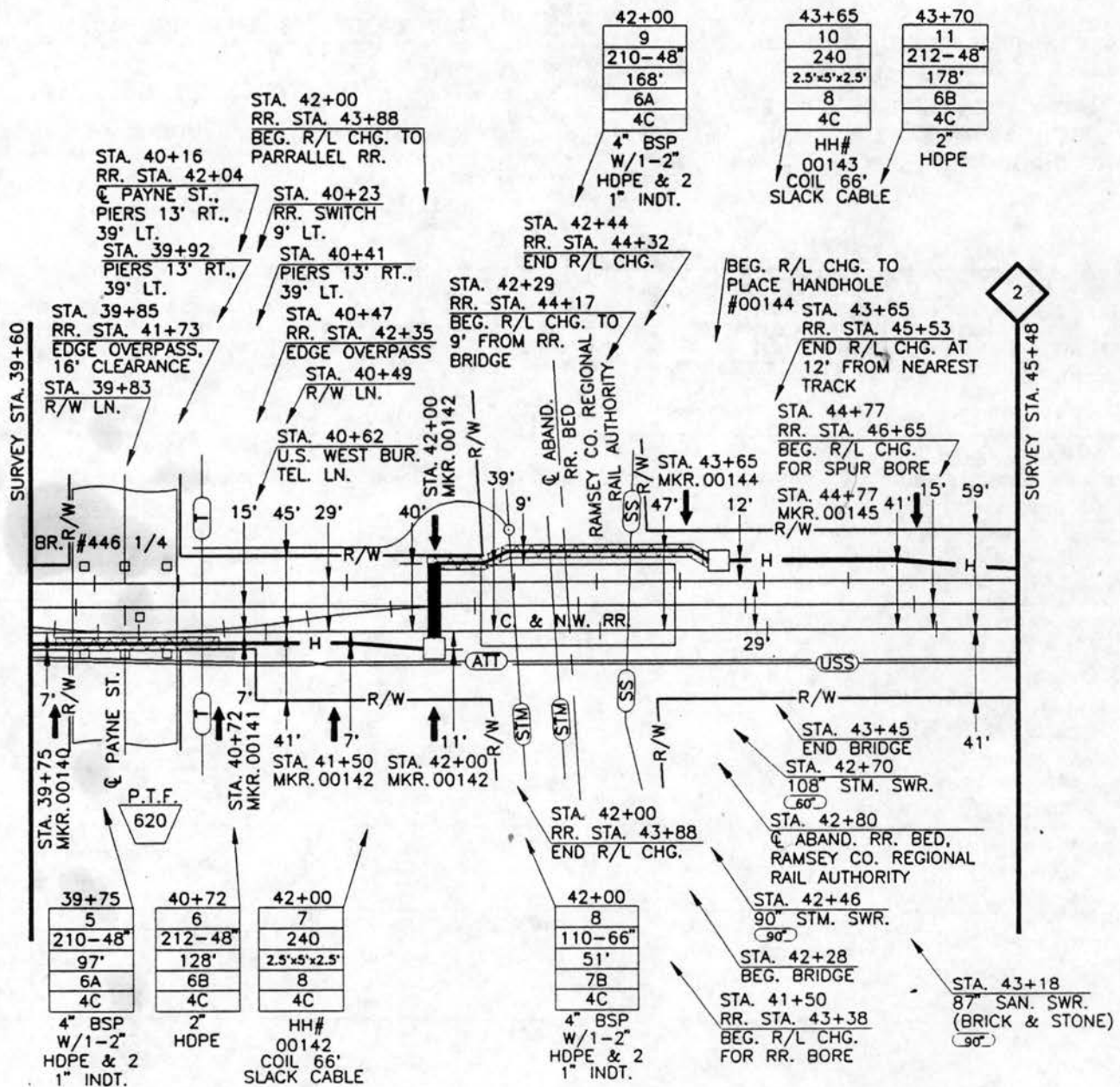
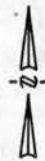
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY IS NAMED AS ADDITIONAL INSURED EXCEPT ON WORKERS COMPENSATION AS RESPECTS INSTALLATION OF FIBER OPTIC TELECOMMUNICATIONS SYSTEM ACROSS RAILROAD RIGHT OF WAY. CONTRACTUAL LIABILITY INCLUDED.

CROZIER, KAY #0634/001

CERTIFICATE HOLDERRAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY
DIRECTOR OF LIGHT RAIL TRANSIT PLANNING
RAMSEY COUNTRY GOVERNMENT CENTER-W.
50 WEST KELLOGG BLVD. FLOOD CONTROL
ST. PAUL, MN 55102
ATTN: KATHRYN DESPIEGELAERE**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

RAMSEY COUNTY, MN.
SEC. 29, T29N-R22W
CITY OF ST. PAUL



PLAN

HORIZ. 1" = 100'

REF. CONST. DWG. 104 OF 390

MCI

TELECOMMUNICATIONS CORPORATION
LIGHTWAVE SYSTEMS

FIBER OPTIC CABLE
CROSSING

RAMSEY CO. REGIONAL RAIL AUTHORITY

M.P. 1.94

-25-

PREPARED BY JEFFRIES & ASSOC., INC., TULSA, OKLAHOMA

file

Kathy DeSpiegelaere
Ramsey County Regional
Railroad Authority
Documentation

Ruby Hunt, Treasurer
District 5

Hal Norgard
District 7

Brenda C. Thomas
District 2

Dick Wedell
District 1

Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 612/266-8350 / FAX 266-8370

Agenda

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

SPECIAL MEETING

TUESDAY, SEPTEMBER 14, 1993

10:30 AM - 220 Courthouse

1. * Approve the 1994 Proposed Maximum Net Tax Levy for the Truth in Taxation Notice of \$504,520, which, in accordance with the Truth in Taxation Law, must be certified to the Property Records and Revenue Department by September 15, 1993.

* Action is requested.



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Originating Department

Authorized Signature

Date

Board Action Requested

Approve the 1994 proposed net tax levy for the Truth in Taxation Notice of \$504,520 which, in accordance with the Truth in Taxation Law, must be certified to the County Property Records and Revenue Department by September 15, 1993.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from K. DeSpiegelaere
 - 3) Legal opinion from David MacMillan
 - 4) Budget information

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

September 14, 1993

J. L. Glendinning

9/9/93

Board 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 net 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 net tax levy to finance the 1994 budget must be certified by September 15, 1993; and

WHEREAS, A provision of the Truth in Taxation Law is that the approved net tax levy after HACA for the 1994 budget cannot be more than the proposed tax levy certified by the Ramsey County Regional Railroad Authority by September 15, 1993; 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

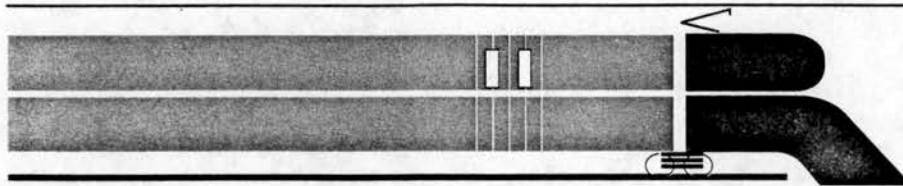
WHEREAS, The 1994 maximum allowable levy for Ramsey County Regional Railroad Authority is \$7,818,586; and

WHEREAS, In order to minimize the tax burden on Ramsey County Taxpayers, the Regional Railroad Authority will use only \$504,520 (6.8%) of the maximum levy of \$7,818,586; and

RESOLVED, The Ramsey County Regional Railroad Authority hereby establishes the proposed net tax levy for the Truth in Taxation Law to finance the 1994 budget in the amount of \$504,520.

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary



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
Terry Schutten, County Manager

FROM: Kathryn DeSpiegelaere, Director of LRT Planning

SUBJECT: 1994 Budget - Proposed Net Tax Levy for Truth in Taxation Notice

DATE: August 12, 1993

The Truth in Taxation Law requires the Ramsey County Regional Railroad Authority to certify a proposed net tax levy each year to the Property Records and Revenue (County Auditor). The Minnesota Department of Revenue has notified the Authority that the proposed net tax levy to finance the 1994 budget must be certified by September 15, 1993.

An important provision of the Truth in Taxation Law is that the approved net tax levy for the 1994 budget cannot be more than the proposed net tax levy certified by the Ramsey County Regional Railroad Authority by September 15, 1993.

The maximum 1994 levy for Ramsey County Regional Railroad Authority is \$7,818,586. It is my recommendation that the proposed net tax levy after HACA for the Truth in Taxation Notice to finance the 1994 budget be set at \$504,520, 6.8% of the potential maximum levy. This is a 10% increase over the 1993 levy. The increase is necessary to fund the continuing maintenance of the northeast corridor right of way, purchased in December, 1992. The maintenance of 6.5 miles of right of way has necessitated contracting with Ramsey County Parks and Recreation and Public Works Departments for cleanup services and hiring of a temporary staff person to assist in right of way issues.

The other change in operations of RCRRA is that we are continuing engineering work on the Central Corridor. Previous planning and engineering work was funded 50% by state grants, including RCRRA project staffing cost. Current work is funded by 80% federal dollars, and requires that all staff costs of RCRRA and other participating agencies be used as the 20% match.

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 1993, may be less than the net tax levy proposed for certification.

The certified net tax levy for RCRRA must be included in Ramsey County's Truth in Taxation notice and discussed at the County's public hearing.

KD:tgb





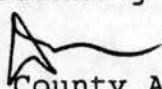
OFFICE OF THE COUNTY ATTORNEY
RAMSEY COUNTY
SUITE 400
350 ST. PETER STREET
ST. PAUL, MINNESOTA 55102

DOM FOLEY
COUNTY ATTORNEY

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

MEMORANDUM

TO: Kathy DeSpiegelaere
Director of LRT Planning

FROM: David MacMillan 
Assistant Ramsey County Attorney

DATE: July 29, 1993

SUBJECT: Truth in Taxation

BACKGROUND

You have requested an opinion by this office as to the effect of certain amendments to Chapter 275 of Minnesota Statutes by the 1993 Legislature. Specifically, your question is whether or not the Ramsey County Regional Railroad Authority's levy must be included in Ramsey County's levy and be subject to the hearings thereon.

ANALYSIS

This opinion will address only the amendments to Minn. Stat. § 275.065, subd. 3, enacted by the 1993 legislation.

The most significant change to this statute is contained in Chapter 375, Article 7, Section 9 of the Laws of 1993. This act amends Minn. Stat. § 275.065, subdivision 3 which has been amended as follows:

Minn. Stat. § 275.065, subd. 3 is amended to read:

Subd. 3. NOTICE OF PROPOSED PROPERTY TAXES.

(a) The County Auditor shall prepare and the County Treasurer shall deliver after November 10 and on or

before November 24 each year, by first class mail to each taxpayer... or notice of proposed property taxes...

...

(c) The notice...must clearly state that each taxing authority including...the metropolitan taxing districts as defined in paragraph (i), but excluding all other special taxing districts and towns, will hold a public meeting to receive public testimony on the proposed budget and proposed or final property tax levy. ...For 1993 the notice must clearly state that each taxing authority holding a public meeting will describe the increases or decreases of the total budget, including employee and independent contractor compensation in the prior year, current year, and proposed budget year.

(i) For purposes of this subdivision, subdivisions 5a and 5a and 6, "metropolitan special taxing districts" means the following taxing districts in the seven-county metropolitan area that levy a property tax for any of the specified purposes listed below:

(1) metropolitan council under section 473.132, 473.167, 473.249, 473.325, 473.521, 473.547, or 473.834;

(2) metropolitan airports commission under section 473.667, 473.671, or 473.672;

(3) regional transit board under section 473.446; and

(4) metropolitan mosquito control commission under section 473.711.

For purposes of this section, any levies made by the regional rail authorities in the county of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, or Washington under chapter 398A shall be included with the appropriate county's levy and shall be discussed at that county's public hearing.

This amendment, particularly the last sentence of section (i), clearly states that the County must include the RRA's levy in its levy and discuss this at the County's Public Hearing.

What these amendments do NOT do is affect the RRA's own budget/levy procedures. It is to be presumed, however, that the RRA's will have to have completed their budget and levy process before the county does so that the RRA levy can be included in the County's levy.

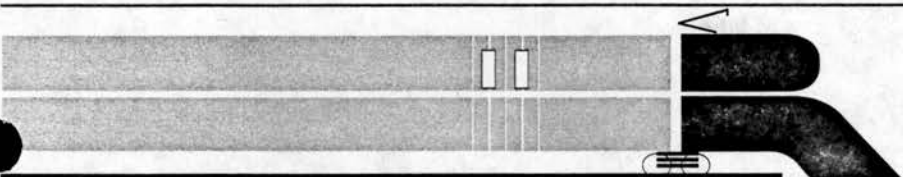
In effect, the legislature in 1993 did not modify the budget or levy authority, procedures or notice requirements of the RRA's, and the above changes primarily are to the County's procedures.

CONCLUSION

In summary, it is my opinion that the changes to Minn. Stat. Section 275 do not directly affect the budget and levy procedures of the RCRRRA. To the extent that the levy of the RRA must now be included in the County's levy and heard at the County's budget hearing, the RRA will have to adopt its levy and budget before the county does.

DM/dm

5



Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 612/266-8350 / FAX 266-8370

John T. Finley, Chairman

District 3

Diane Ahrens, Vice Chairman

District 4

Warren W. Schaber, Secretary

District 6

Ruby Hunt, Treasurer

District 5

Hal Norgard

District 7

Brenda C. Thomas

District 2

Dick Wedell

District 1

DEPARTMENT: 59101 - RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

ACTIVITY: 59000 - REGIONAL RAILROAD AUTHORITY

DEPARTMENT HEAD: Kathryn DeSpiegelaere, Director of LRT Planning
Ramsey County Regional Railroad Authority

LOCATION: 665 RCGC West **PHONE:** 266-2762

MISSION

Ramsey County Regional Railroad Authority is dedicated to a long-range vision of transit services to meet changing needs for today and for succeeding generations.

The Authority strives to shape the future of Ramsey County and the region by preserving options for rail transit corridors and by providing rail transit services.

The Authority shall respond to the changing transit needs of the County's citizens in a manner that is sensitive to the financial impact to County taxpayers.

The Authority is committed to planning of integrated transportation services in cooperation with other agencies.

The Authority will encourage continuing community participation in its deliberations and decision-making process.

ADDITIONAL INFORMATION

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

The registered office of this Authority shall be situated in St. Paul, County of Ramsey, Minnesota.

Neither the State of Minnesota, the County of Ramsey, nor any other political subdivision is liable for obligations of the Authority.

There will be an appropriate citizen participation component, including municipalities, in the rail authority process.

The corporate existence was created and filed with the Secretary of State, Minnesota, on June 9, 1987.

ORGANIZATION

The Ramsey County Regional Railroad Authority consists of the seven Ramsey County Commissioners.

Printed on Recycled Paper

EXPENDITURE/APPROPRIATION SUMMARY BY COST CENTER

RC REGIONAL RAILROAD AUTHORITY

Title	1991 Actual	1992 Actual	1993 Approved	1994 Requested	1994 Proposed	1994 Approved
Regional Railroad Administration	239,936	515,607	763,333	599,547		
Northeast Corridor Maintenance			70,000	162,100		
Central Corridor Preliminary Engr				121,150		
Total Expenditure/Appropriation	239,936	515,607	833,333	882,797		

REVENUE/ESTIMATED REVENUE SUMMARY BY COST CENTER

RC REGIONAL RAILROAD AUTHORITY

Title	1991 Actual	1992 Actual	1993 Approved	1994 Requested	1994 Proposed	1994 Approved
Regional Railroad Administration	438,275	400,502				
Northeast Corridor Maintenance						
Central Corridor PE						
Total Revenue/Estimated Revenue	438,275	400,502				

Tax Levy	1,875,930	1,047,496	833,333	882,797		
Allowance for Uncollectible Tax—2%	37,519	20,950	16,667	17,656		
Total Tax Levy	1,913,449	1,068,446	850,000	900,453		
Less HACA	(343,145)	(374,726)	(391,345)	(395,933)		
Net Tax Levy	1,570,304	693,720	458,655	504,520		

Inc/(Dec) From Previous Year	45,865
% Inc/(Dec) From Previous Year	10.00%

EXPENDITURE AND REVENUE DETAIL

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
59101-ADMINISTRATION

Code	Title	1991 Actual	1992 Actual	1993 Approved	1994 Requested	1994 Proposed	1994 Approved
020000	OTHER SERVICES AND CHARGES						
020102	Consulting Services		145,306	153,500	98,317		
020122	State Auditor	2,446	3,000	3,100	2,900		
020154	Legislative Representative	10,000	25,000	25,000	25,000		
020174	County Attorney Services	10,746	35,000	36,348	26,586		
020176	County Manager Services	54,151	60,588	68,000	70,000		
020179	Budgeting & Accounting Services	8,248	18,859	20,000	20,000		
020185	Data Processing Services-MTCE	4,085	6,032	6,000	4,211		
020193	County Project Management Services	107,185	100,036	124,200	150,200		
020194	Public Information Services	3,290	20,000	30,000	30,000		
020202	Postage	2,313	3,876	5,800	5,800		
020207	Telephone Long Dist Charges	187	383	380	380		
020208	Telephone-Local Service	1,572	1,746	1,500	2,040		
020209	Telephone-Equipment Rental	31	90	100	100		
020301	Transportation Allowance	647	700	700	700		
020305	Messenger Service	1,109	894	800	800		
020401	Printing Minutes & Notices		5,000	8,560	8,560		
020501	Printing & Stationery	9,145	14,663	20,800	20,800		
020611	Liability & Property Damage-Ins	250	585	500	700		
020803	Equipment & Machinery Repairs	45	644		2,000		
020903	Equipment & Machinery-Rental	90	500				
020906	Building & Office Space		6,346	12,883	12,883		
020909	Parking Space	2,160	2,077	1,440	1,440		
021101	Books, Periodicals, Subscriptions	93	260	250	280		
021134	Tuition			750	750		
021172	Moving Expense		3,488				
021192	Interest Expense	1	139				
021226	Committee Compensation		1,000	3,000	3,000		
021401	Membership & Dues	175	200	500	500		
021403	Conference & Seminar Expenses	1,993	5,584	6,000	6,000		
021407	Other Travel	2,954	12,527	20,000	20,000		
021408	Volunteer/Committee Meeting Expense	478	752	3,000	3,000		
021409	Meeting Expense Account	1,004	3,188	5,500	5,500		
022213	Transit Joint Powers		33,660	34,000	34,000		
	Total 02s	224,398	512,123	592,611	556,447		

EXPENDITURE AND REVENUE DETAIL

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
59101-ADMINISTRATION

Code	Title	1991 Actual	1992 Actual	1993 Approved	1994 Requested	1994 Proposed	1994 Approved
030000	SUPPLIES						
030101	Office Supplies	1,282	2,360	2,000	2,700		
040000	OPERATING CAPITAL OUTLAY						
040300	Equipment	14,256	1,124	400	400		
060000	CONTINGENT ACCOUNT						
061001	Contingent Appropriations			168,322			
090000	INTER-GOVERNMENTAL PAYMENTS						
090306	Other Governmental Units				40,000		
Total		239,936	515,607	763,333	599,547		

**RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
59109-NORTHEAST CORRIDOR MAINTENANCE**

Code	Title	1991 Actual	1992 Actual	1993 Approved	1994 Requested	1994 Proposed	1994 Approved
020000	OTHER SERVICES AND CHARGES						
020193	County Project Management				79,000		
020618	Public Liability Insurance			4,000	100		
020804	Grounds--Repairs			36,000	36,000		
021131	Special Assessments				17,000		
	Total 02s			40,000	132,100		

Code	Title	1991 Actual	1992 Actual	1993 Approved	1994 Requested	1994 Proposed	1994 Approved
030000	SUPPLIES						
030507	Signs and Repairs			30,000	30,000		
	Total			70,000	162,100		

**RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
59111-CENTRAL CORRIDOR PRELIMINARY ENGINEERING**

Code	Title	1991 Actual	1992 Actual	1993 Approved	1994 Requested	1994 Proposed	1994 Approved
020000	OTHER SERVICES AND CHARGES						
020102	Consulting Services				12,000		
020193	County Project Management Services				95,000		
020194	Public Information Services				10,000		
020305	Messenger Service				150		
021407	Travel				4,000		
	Total				121,150		
	Total RCRRA	1,063,800	4,880,730	3,055,066	882,797		

BUDGET EXPLANATION FORM

Page No. 1
BUDGET YEAR 199459101 Ramsey County Regional Railroad Authority
020102 - Consulting Services

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing						
Operation:	- 0 -	153,500	98,317		98,317	

EXPLANATION:

This account will fund services of independent consultants who perform rail authority work. Anticipated work during 1994 may include specialized engineering, analysis of federal funding options, publicity, light rail patronage forecasts, and other specialized services not provided for in project or operations accounts.

020122 - State Auditor

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing						
Operation:	1,809	3,100	2,900		2,900	

EXPLANATION:

Accounting records for the Ramsey County Regional Railroad Authority are subject to audit by the State of Minnesota. Estimated fees for 1994 are \$2,900.

020154 - Legislative Representative

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing						
Operation:	5,000	25,000	25,000		25,000	

EXPLANATION:

Legislation impacts Regional Railroad Authority taxing ability and responsibilities. This account will provide funding to monitor legislation and provide information to Legislators.

BUDGET EXPLANATION FORM

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BUDGET YEAR 1994

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Ramsey County Regional Railroad Authority020174 - County Attorney Services

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>17,064</u>	<u>36,348</u>	<u>26,586</u>		<u>26,586</u>	

EXPLANATION:

Funds are needed for payment of legal services rendered by the County Attorney's Office. The attorney will attend Regional Railroad Authority meetings, provide legal opinions on relevant topics and review contracts and agenda items.

NOTE: Costs for County staff include salaries, fringe benefits and the indirect cost rate established by David M. Griffith and Company for Ramsey County.

County Attorney services are also included in other cost centers which are supported by grant sources.

020176 - County Manager - Services

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>40,588</u>	<u>68,000</u>	<u>70,000</u>		<u>70,000</u>	

EXPLANATION:

Funds are needed to reimburse for time expended by County Manager's staff for assistance with Regional Railroad Authority projects. This includes property negotiations, clerical, media/information services and preparation of minutes and agendas for the Railroad Authority meetings.

Director of Property Management	\$ 1,190
Clerical	35,330
Director of Information Services	9,270
Administrative Support Services	26,210
	<u>\$70,000</u>

NOTE: Costs for County staff include salaries, fringe benefits and the indirect cost rate established by David M. Griffith and Company for Ramsey County.

Executive Director services are also included in other cost centers which are supported by grant sources.

BUDGET EXPLANATION FORM

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BUDGET YEAR 1994

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Ramsey County Regional Railroad Authority020179 - Budgeting and Accounting Services

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>8,859</u>	<u>20,000</u>	<u>20,000</u>		<u>20,000</u>	

EXPLANATION:

Funds are needed to reimburse for time expended by the Budgeting and Accounting staff for basic accounting services, accounts payable, receivable, invoice processing/payments, reports, etc. Grant monitoring and accounting will also be undertaken.

NOTE: Costs for County staff include salaries, fringe benefits and the indirect cost rate established by David M. Griffith and Company for Ramsey County.

Budgeting and Accounting services are also included in other cost centers which are supported by grant sources.

020185 - Data Processing Maintenance and Equipment

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>2,032</u>	<u>6,000</u>	<u>4,211</u>		<u>4,211</u>	

EXPLANATION:

This account provides funds for office automation. Four accounts for RCRRA staff are anticipated plus one account for general RRA support. Maintenance costs are anticipated to be \$4,211.

BUDGET EXPLANATION FORM

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BUDGET YEAR 1994

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Ramsey County Regional Railroad Authority020193 - County Project Management Services

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>112,700</u>	<u>124,200</u>	<u>150,200</u>		<u>150,200</u>	

EXPLANATION:

Ramsey County provides staff to assist the Regional Railroad Authority to develop plans, manage consultant services, coordinate with other agencies and citizen groups, provide information services, and engineering and transportation planning services. Persons providing these services are in County Public Works, Personnel Departments, Property Taxation, Parks and Recreation, and County Manager's Office. This account provides a specific identifier to reimburse Ramsey County for these services.

Project Management services are also included in other cost centers which are supported by grant sources.

PROJECT MANAGEMENT TEAM

	Estimated Cost
<u>Existing Staff</u>	
Dir. of LRT Planning (a)	\$ 57,100
Community Participation Coordinator (b)	38,500
Administrative Secretary (b)	34,600
Right of Way Specialist (b)	<u>20,000</u>
Total	\$150,200

NOTE: (a) Costs include salaries, fringe benefits and the indirect cost rate as established by David M. Griffith and Company for Ramsey County and the Ramsey County Public Works Department cost allocation rate for planning and engineering services.

(b) Costs are based upon the Ramsey County Indirect Cost Plan.

020194 - Public Information Services

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>- 0 -</u>	<u>30,000</u>	<u>30,000</u>		<u>30,000</u>	

EXPLANATION:

This account will fund creation and dissemination of general LRT information to the public through a variety of communication formats including newsletters, special mailings, informational brochures, newspaper articles, public notices, hearings and information meetings, special presentations, etc.

BUDGET EXPLANATION FORM

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BUDGET YEAR 1994

59101

Ramsey County Regional Railroad Authority020202 - Postage

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>1,876</u>	<u>5,800</u>	<u>5,800</u>		<u>5,800</u>	

EXPLANATION:

Funds are needed to pay for mailings, meeting notices, agendas, reports, etc. Newsletters are mailed at intervals throughout the course of projects undertaken by the Railroad Authority. Correspondence from the Chairman and staff require postage.

020207 - Telephone - Long Distance Charges

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>212</u>	<u>380</u>	<u>380</u>		<u>380</u>	

EXPLANATION:

This account provides funding for long distance telephone calls for the Regional Railroad Authority.

020208 - Telephone - Local Service

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>1,446</u>	<u>1,500</u>	<u>2,040</u>		<u>2,040</u>	

EXPLANATION:

This account provides funding for local telephone service at 665 RCGC-West for the Regional Railroad Authority.

020209 - Telephone - Equipment Rental

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>90</u>	<u>100</u>	<u>100</u>		<u>100</u>	

EXPLANATION:

This account provides funds for rental of a pager for the Director.

BUDGET EXPLANATION FORM

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BUDGET YEAR 1994

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Ramsey County Regional Railroad Authority020301 - Transportation Allowance

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>- 0 -</u>	<u>700</u>	<u>700</u>		<u>700</u>	

EXPLANATION:

This account provides for reimbursement to the Community Participation Coordinator for auto expenses incurred through use of a personal vehicle for work-related functions.

020305 - Messenger Service

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>694</u>	<u>800</u>	<u>800</u>		<u>800</u>	

EXPLANATION:

Current studies and interactions with numerous groups and agencies require timely distribution of or retrieval of critical documents to specific locations, such as the Capitol, in the Twin Cities area. It is anticipated that delivery services which cannot be met by postal service will be required.

020401 - Publishing Minutes and Notices

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>- 0 -</u>	<u>8,560</u>	<u>8,560</u>		<u>8,560</u>	

EXPLANATION:

Funds are needed to pay for printing legal notices in newspapers. Abbreviated minutes of Regional Railroad Authority meetings may be published.

020501 - Printing and Stationery

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>4,663</u>	<u>20,800</u>	<u>20,800</u>		<u>20,800</u>	

EXPLANATION:

Funds are needed to pay for duplicating services, printing of the agenda and minutes of committee meetings and of Regional Railroad Authority meetings. Reports and newsletters will be prepared.

BUDGET EXPLANATION FORM

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BUDGET YEAR 1994

59101

Ramsey County Regional Railroad Authority020611 - Liability and Property Damage

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>585</u>	<u>500</u>	<u>700</u>		<u>700</u>	

EXPLANATION:

The Ramsey County Regional Railroad Authority (RCRRA) is a separate legal entity and is not covered by self insurance provisions of Ramsey County. The RCRRA also lacks the financial resources to fulfill self insurance requirements. Accordingly, a package insurance policy is being purchased at an annual cost of \$700.

020803 - Equipment/Machine Repairs

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>- 0 -</u>	<u>- 0 -</u>	<u>2,000</u>		<u>2,000</u>	

EXPLANATION:

This account covers repair costs for copying and data processing equipment.

020906 - Office Rental

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>6,346</u>	<u>12,883</u>	<u>12,883</u>		<u>12,883</u>	

EXPLANATION:

This account covers rent for Regional Rail staff offices at Ramsey County Government Center - West.

020909 - Parking Space

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>1,577</u>	<u>1,440</u>	<u>1,440</u>		<u>1,440</u>	

EXPLANATION:

Monthly parking spaces at Ramsey County Government Center-West for the Director of LRT Planning and the Community Participation Coordinator.

2 x 12 x 60

\$1,440

BUDGET EXPLANATION FORM

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BUDGET YEAR 1994

59101

Ramsey County Regional Railroad Authority021101 - Books, Periodicals, Subscriptions

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>260</u>	<u>250</u>	<u>280</u>		<u>280</u>	

EXPLANATION:

This account will fund technical manuals, research papers and subscriptions to technical journals on topics related to Railroad Authority projects.

021134 - Tuition Reimbursement

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>- 0 -</u>	<u>750</u>	<u>750</u>		<u>750</u>	

EXPLANATION:

The account will provide tuition reimbursement for work-related courses taken by RCRRA staff.

021226 - Committee Compensation

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>- 0 -</u>	<u>3,000</u>	<u>3,000</u>		<u>3,000</u>	

EXPLANATION:

Committee members may be reimbursed for expenses associated with meeting attendance. Task force and citizens advisory committee members have been eligible for this reimbursement in previous years. Additional meetings will be held in 1994.

021401 - Membership and Dues

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>- 0 -</u>	<u>500</u>	<u>500</u>		<u>500</u>	

EXPLANATION:

Membership fees will be funded for professional transit associations.

BUDGET EXPLANATION FORM

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BUDGET YEAR 1994

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Ramsey County Regional Railroad Authority021403 - Conference and Seminar Expenses

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>2,584</u>	<u>6,000</u>	<u>6,000</u>		<u>6,000</u>	

EXPLANATION:

American Public Transit Association	\$1,800
Minnesota Public Transit Association	400
Transportation Research Board - LRT Conference	3,050
University of Minnesota - Technical Seminars	750
	<u>\$6,000</u>

021407 - Travel

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>2,527</u>	<u>20,000</u>	<u>20,000</u>		<u>20,000</u>	

EXPLANATION:

Funds are needed to pay for trips for staff and commissioners as may be required, to cities that have established rail transit systems (Buffalo, Los Angeles, San Diego, Calgary, Edmonton, etc.) or are constructing them (St. Louis) to study and observe operations and to meet with transit operating officials. Negotiations with Railroad company officials may require travel to their administrative headquarters. Discussions of federal funding possibilities may necessitate travel to regional offices in Chicago or headquarters in Washington, D.C.

021408 - Volunteer/Committee Meeting Expense

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>252</u>	<u>3,000</u>	<u>3,000</u>		<u>3,000</u>	

EXPLANATION:

Funds are needed to pay for expenses relating to meetings by Task Forces and citizen forums on light rail corridors that are being studied.

BUDGET EXPLANATION FORM

Page No. 10
BUDGET YEAR 1994

59101

Ramsey County Regional Railroad Authority021409 - Meeting Expense

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>2,188</u>	<u>5,500</u>	<u>5,500</u>		<u>5,500</u>	

EXPLANATION:

Funds are used to pay for expenses of meetings with Legislators and other elected officials.

022213 - Transit Joint Powers

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>33,660</u>	<u>34,000</u>	<u>34,000</u>		<u>34,000</u>	

EXPLANATION:

This account will fund RCRRA's share of the administrative services of the Metro LRT Joint Powers Board formed pursuant to state legislation.

030101 - Office Supplies

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>2,310</u>	<u>2,000</u>	<u>2,700</u>		<u>2,700</u>	

EXPLANATION:

This account provides office supplies for the Railroad Authority staff.

040300 - Equipment

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>324</u>	<u>400</u>	<u>400</u>		<u>400</u>	

EXPLANATION:

An overhead projector is needed to support staff operations and presentations.

BUDGET EXPLANATION FORM

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BUDGET YEAR 1994

59101

Ramsey County Regional Railroad Authority61001 - Contingent Appropriations

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>- 0 -</u>	<u>168,322</u>	<u>- 0 -</u>		<u>- 0 -</u>	

EXPLANATION:

Funds are needed to pay for expenses not known at this time. Transfers from contingent to line accounts will be made as necessary by the Regional Railroad Authority.

090306 - Other Governmental Units

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>- 0 -</u>	<u>- 0 -</u>	<u>40,000</u>		<u>40,000</u>	

EXPLANATION:

The transit Education Program is funded by metropolitan and state agencies and regional railroad authorities. RCRRA's expected contribution for 1994 is \$40,000, payable to the Regional Transit Board.

BUDGET EXPLANATION FORM

59109

Page No. 12
BUDGET YEAR 1994Ramsey County Regional Railroad Authority020193 - County Project Management

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	- 0 -	- 0 -	79,000		79,000	

EXPLANATION:

County Project Management

Dir. of LRT Planning	20,000
Community Participation Coordinator	10,000
Administrative Secretary	9,000
Right of Way Specialist	40,000

TOTAL	\$ 79,000
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Ramsey County provides staff to assist the Regional Railroad Authority in managing the Northeast Corridor right of way. This account provides a specific identifier to reimburse Ramsey County for these services.

020618 - Public liability insurance

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	- 0 -	4,000		100	100	

EXPLANATION:

Insurance has been purchased to cover claims against RCRRRA originating from ownership of the Burlington Northern right of way.

020804 - Grounds - repair

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	- 0 -	36,000	36,000		36,000	

EXPLANATION:

Maintenance of the Burlington Northern right of way, including mowing once or twice yearly, removal of diseased trees and removal of illegally placed refuse, such as tires, will be covered by this account.

BUDGET EXPLANATION FORM

59109

Page No. 13
BUDGET YEAR 1994Ramsey County Regional Railroad Authority021131 - Special Assessments

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>- 0 -</u>	<u>- 0 -</u>	<u>17,000</u>		<u>17,000</u>	

EXPLANATION:

Special assessments levied against the right of way owned by RCRRA are an obligation of the Authority.

030507 - Signs and repairs

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>- 0 -</u>	<u>30,000</u>	<u>30,000</u>		<u>30,000</u>	

EXPLANATION:

This account will fund preparation and placement of signs along Burlington Northern right of way purchased by RCRRA. The signs will indicate that RCRRA owns the right of way and that its ultimate use may be for light rail transit.

BUDGET EXPLANATION FORM

59111

Page No. 14

BUDGET YEAR 1994

Ramsey County Regional Railroad Authority020102 - Consulting Services

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	- 0 -	- 0 -	12,000		12,000	

EXPLANATION:

Consulting services for work specific to the Central Corridor may be needed. Examples of work may be financial analysis, patronage peer review, or systems standards advice.

020193 - County Project Management Services

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	- 0 -	- 0 -	95,000		95,000	

EXPLANATION:

County Project Management

Director of LRT Planning	40,000
Community Participation Coordinator	30,000
Administrative Secretary	25,000

Total	\$95,000
-------	----------

Ramsey County provides staff to assist the Regional Railroad Authority in managing the Central Corridor preliminary engineering. This account provides a specific identifier to reimburse Ramsey County for these services.

020194 - Public Information Services

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	- 0 -	- 0 -	10,000		10,000	

EXPLANATION:

Dissemination of information to the public about the Central Corridor project may include fliers, ads in community newspapers, or displays.

BUDGET EXPLANATION FORM

Page No. 15
BUDGET YEAR 1994

59111

Ramsey County Regional Railroad Authority020305 - Messenger

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>- 0 -</u>	<u>- 0 -</u>	<u>150</u>		<u>150</u>	

EXPLANATION:

Deliveries of agendas, letters, or presentation materials about the Central Corridor may require the use of a messenger service.

021407 - Travel

	1992	1993	1994			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>- 0 -</u>	<u>- 0 -</u>	<u>4,000</u>		<u>4,000</u>	

EXPLANATION:

Travel to Washington, D.C. to meet with representatives of the Federal Transit Administration or Congress about the Central Corridor project may be required.

CONFERENCE AND EDUCATIONAL SEMINAR EXPENSE (021403)
BUDGET REQUEST FORM

Page No. 16
BUDGET YEAR 1994

Conference/Seminar Name and Location: >American Public Transit
Association, Location is unknown.

Justification for Attendance: >Improve knowledge of transit
systems, developments and operations. If this is not funded,
current information will not be obtained on national topics.

Number of Employees Attending: >1 Total Estimated Cost: >\$1,800
=====

Conference/Seminar Name and Location: >Minnesota Public Transit
Association, Location is Unknown.

Justification for Attendance: >Information on state and national
transit issues will be acquired. If this is not funded,
information on this topic will not be obtained.

Number of Employees Attending: >2 Total Estimated Cost: >\$ 400
=====

Conference/Seminar Name and Location: >Transportation Research
Board - Washington, D.C.

Justification for Attendance: >This conference will occur in
Washington, D.C. will include technical sessions on LRT systems.
If this is not funded, knowledge of LRT systems will be lacking.

Number of Employees Attending: >2 Total Estimated Cost: >\$3,050
=====

Conference/Seminar Name and Location: >University of Minnesota -
Technical Seminars, Twin Cities

Justification for Attendance: >Training on topics relevant to
rail authority work, such as community participation and media
relations will be attended. If this is not funded, the current
information on these topics will not be obtained.

Number of Employees Attending: >1 Total Estimated Cost: >\$ 750
=====

Total Requested (021403) \$4,750 \$0
=====

file

Kathy DeSpiegelaere
Ramsey County Regional
Railroad Authority
Documentation

Ruby Hunt, Treasurer
District 5

Hal Norgard
District 7

Brenda C. Thomas
District 2

Dick Wedell
District 1

Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 612/266-8350 / FAX 266-8370

AGENDA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY, SEPTEMBER 14, 1993

AFTER 10:30 AM BUDGET MEETING - LARGE CONFERENCE ROOM - ROOM 220 COURT HOUSE

1. * Minutes of Ramsey County Regional Authority of the meetings of August 24, 1993.
2. Update on Central Corridor.
3. * Ratify Partial Payment No. 22 to BRW, Inc., in the amount of \$197,358.98 for the Midway Corridor Phase II Preliminary Engineering.

* Action is requested.



MINUTES

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

August 24, 1993

The regular meeting of the Ramsey County Regional Railroad Authority was held on Tuesday, August 24, 1993, in the Large Conference Room of 220 Courthouse. Vice Chair Ahrens called the meeting to order at 10:50 AM.

MEMBERS PRESENT: Commissioner Diane Ahrens
Commissioner Ruby Hunt
Commissioner Hal Norgard
Commissioner Warren Schaber
Commissioner Brenda Thomas
Commissioner Dick Wedell

Chairman John T. Finley arrived after the meeting had begun.

Also Present: Frances Glendenning, Karen Tero, Ed Glaubitz, Terry Schutten, Jill Goski, Terry Lindeke, Jim Van Houdt, David MacMillan, Kathryn DeSpiegelaere

1. Minutes - of the Ramsey County Regional Railroad Authority Board Meeting of July 13 and August 10, 1993, were moved and seconded:

The Ramsey County Regional Railroad Authority approves the minutes of the regular meetings of the Ramsey County Regional Railroad Authority Board Meetings of July 13 and August 10, 1993, as written.

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

2. Update on Central Corridor

Kathryn DeSpiegelaere addressed the Board. She indicated that Ken Stevens, Director of Light Rail Transit For Hennepin County Regional Railroad Authority, had been transferred to another position in Hennepin County. His replacement is Warren Porter, previously employed in the County's Public Works Department.

Questions were asked about the significance of this and Commissioners indicated they would talk to Hennepin County Commissioners because of the transfer at a critical point in the process.

Ms. DeSpiegelaere reviewed the Central Corridor Alternatives Analysis/Draft Environmental Impact Statement summary evaluation material with the members. Commissioner Schaber expressed reservations about the numerical comparisons. For example, how many years will the no-build "improvements" last and how many years will the LRT improvements last. There is no life-cycle comparison of costs.

The LRT capital costs include items which will benefit other corridors. Forty six percent of the costs are for elements which will benefit other corridors, such as the maintenance facility, the downtown distribution systems, and vehicles.

There is a mix of areawide and corridor elements in patronage, capital and operating costs. It will confuse those who seek information to present the picture in the fashion illustrated. There should be an accurate reflection of what alternatives cost.

The federal process requires calculations to be done in a certain manner. Local decisions may require a more complete picture.

What is the current bus usage and future bus usage for the corridor and the region?

Ms. DeSpiegelaere indicated other policy makers had expressed similar concerns, and the matter is complex. Additional material will be presented at the next Regional Railroad Authority meeting.

3. Approve contract with Nova Environmental Services for a Phase I Environmental Audit of the BN Northeast Corridor for an amount not to exceed \$3,500 and authorize the Chairman of RCRRA to execute the contract with Nova

The following recommendation was moved and seconded.

WHEREAS, Ramsey County Regional Railroad Authority (RCRRA) purchased abandoned railroad right of way from Burlington Northern Railroad in December, 1992; and

WHEREAS, In order to establish a baseline if environmental issues arise, it is necessary to conduct a Phase I environmental audit to set a baseline condition; and

WHEREAS, Ramsey County Regional Railroad Authority authorized the issuance of a request for proposals for selection of a consultant to conduct a Phase I environmental audit of the Northeast Corridor right of way; and

WHEREAS, Nine proposals, ranging in cost from \$3,500 to \$21,500 were received and evaluated by staff; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the contract with Nova Environmental Services, Chaska, Minnesota, for an amount not to exceed \$3,500 and authorizes the Chairman to execute the contract with Nova Environmental Services.

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

293-32

4. Approve agreement with MCI for installation of fiber optic cable on Northeast Corridor right of way for a fee of \$500 and authorize the Chairman of RCRRA to execute the agreement with MCI

The motion to approve the following recommendation was made and seconded.

WHEREAS, MCI Telecommunications Corporation is constructing a fiber optic cable route from Chicago, Illinois to west of Minneapolis, Minnesota; and

WHEREAS, MCI is requesting permission from Ramsey County Regional Railroad Authority (RCRRA) for an easement to cross right of way which RCRRA owns near the intersection of Chicago NorthWestern right of way in St. Paul; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the agreement with MCI for a 20 year easement at a cost to MCI of \$500 and authorizes its Chair to execute the agreement.

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

R 93-33

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

Minutes Will
Follow

<u>REGIONAL RAILROAD AUTHORITY</u>		<u>Board Action Re</u>
<u>Originating Department</u>		<u>Update on Central Corridor</u>
<u>Authorized Signature</u>	<u>Date</u>	<u>DISCUSSION ONLY</u>

Request Justification

See attached information which will be discussed at the Rail Authority meeting.

<u>Budgeting and Accounting</u>	<u>Ed Glawitz</u>	<u>9/7/93</u>
<u>County Attorney</u>	<u>Paul Macomber</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>	<u>Signature</u>	<u>Date</u>
<u>September 14, 1993</u>	<u>J. L. Glendon</u>	<u>9/9/93</u>
<u>Board Date</u>	<u>Signature</u>	<u>Date</u>

THE ISSUE:

**Should a Major Transit Investment
be Made in the Central Corridor?**

THE PROCESS:

- **Systems Analysis**
 - **Metropolitan Council Development and Investment Framework**
 - **Metropolitan Council Transit Facilities Plan**
 - **Mn/DOT 35W Decision**
 - **Previous Studies**
- **Decision to Pursue Federal Funds**
- **Alternatives Analysis/DEIS**

THE RESULTS:

- Validation of Previous Studies
 - Patronage
 - Capital Cost
 - Operating and Maintenance Cost
- Introduction of New Comparative Information on Study Alternatives
 - No-Build
 - TSM (Transportation System Management)
 - Busway
 - LRT

THE OPPORTUNITIES: Improve mobility and access
in the Central Corridor

**Foster positive
environmental impacts with
transit improvements**

**Support revitalization of the
central cities with transit
improvements**

**Optimize the public
investment in transportation
in the Central Corridor**

BACKGROUND:

The focus of all transportation improvements must change from vehicle capacity to the capacity to move people and goods.

Funding for transportation improvements cannot keep pace with the combination of increased numbers of trips and deteriorating roadways.

It is increasingly difficult if not impossible to obtain additional right-of-way to expand (widen) existing roadways to increase capacity.

Transit/transportation improvements must be viewed in their system (current and future) context.

The Central Corridor has the highest concentration of transit dependent residents in the metro area.

**COMPARISON OF
ALTERNATIVES:**

This is a complex evaluation.

The alternatives are not equivalent solutions. Each has strengths and weaknesses.

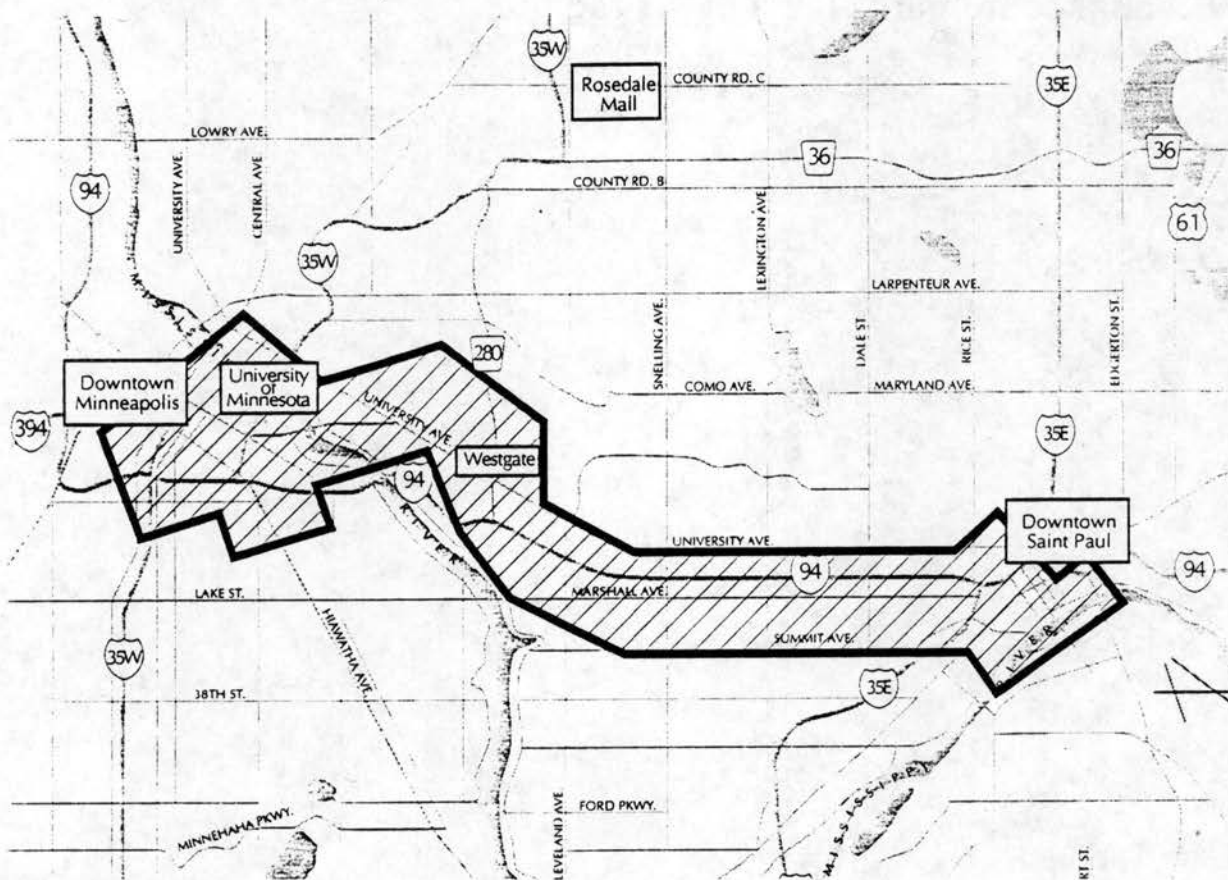
The level of service (transit service) is different for each alternative.

The number and type of stations, method of boarding vehicles and relative accessibility is different between alternatives. Bus boarding for disabled patrons requires use of an on-board lift system. The LRT system provides for more convenient, faster, level boarding.

Capacity varies significantly between alternatives. No-Build and TSM alternatives will require additional space to satisfy future requirements and there will still be congestion.

CENTRAL CORRIDOR ALTERNATIVES ANALYSIS/ DRAFT ENVIRONMENTAL IMPACT STATEMENT EVALUATION SUMMARY

The Central Corridor Alternatives Analysis/Draft Environmental Impact Statement (AA/DEIS) has evaluated four alternatives for transit improvements in the Central Corridor: No Build, Transportation System Management (TSM), Busway, and Light Rail Transit (LRT). This summary identifies key issues in the decision about which alternative should be selected for the corridor.



BACKGROUND

- The Central Corridor has been identified as the region's priority corridor for transit investments since 1980, and in many subsequent studies.
- The Central Corridor is the spine of the region's transit system. It connects the three major transit generators in the region, the two downtowns and the University of Minnesota, and serves the State Capitol.
- The Central Corridor contains a high concentration of people who rely on transit. Thirty one percent of the households in the corridor have an income level below \$12,500 per year. It has good transit ridership now. An investment in better transit will serve not only Central Corridor residents well, but will also enhance transit service in the region.

TRANSPORTATION SITUATION IN THE TWIN CITIES REGION

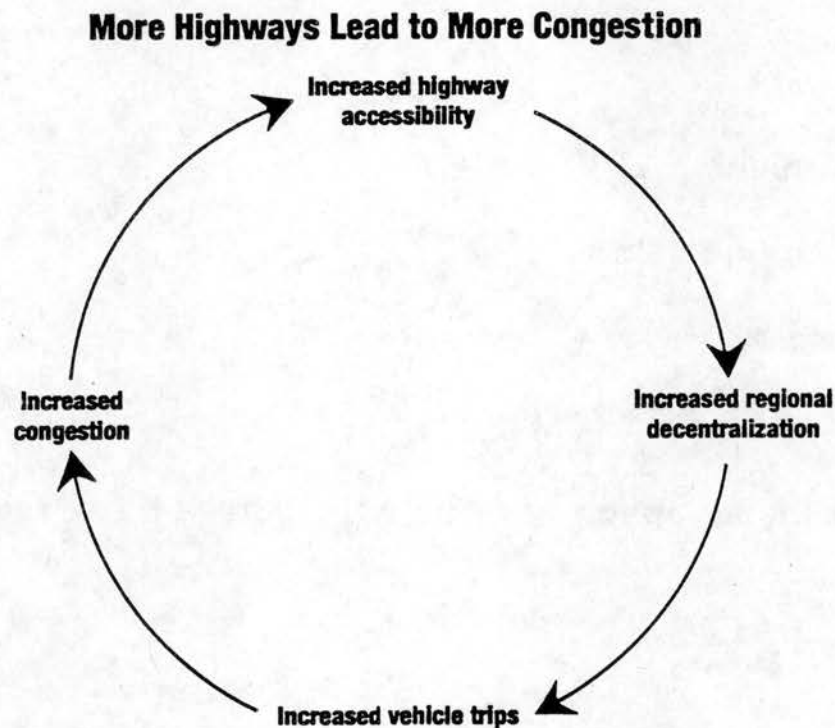
- **How Minnesotans commute today won't work for tomorrow.**
- **The region cannot pay the price to build its way out of congestion--financially, environmentally, or socially.**
- **Traffic congestion is expected to increase 35 percent in the Twin Cities between 1990 and 2000.**
- **It is estimated that it will cost almost \$50 billion for the next 20 years for road and bridge construction needed in Minnesota.**
- **Transit ridership has decreased over the last 10 years. It has not kept pace with increases in population and employment in the region.**
- **Widening freeways to increase their capacity is a controversial and costly proposition, destined to be difficult.**
- **Maintaining access to destinations is important to the economic vitality of the region. The region has determined that transit improvements can best reduce the adverse land use and environmental impacts of increased transportation needs.**

REGIONAL STRATEGIES TO ADDRESS THE TRANSPORTATION SITUATION

- **Manage the operation of the freeway corridors through metering access ramps, managing incidents, making IVHS improvements, and in selected cases restricting access.**
- **Provide preferential lanes and/or access on regional facilities.**
- **Implement a fixed guideway transit system to provide an alternative mode of transportation.**
- **Coordinate transit investments with land use and development.**
- **The highest priority for investment, as recommended by the Metropolitan Council, is maintaining the two metro centers.**

THE BENEFITS OF TRANSIT USAGE HELP US MAINTAIN THE MINNESOTA QUALITY OF LIFE.

WE NEED AN INFUSION OF ENERGY IN OUR TRANSIT SYSTEM NOW. THE OLD WAYS OF HANDLING TRAVEL NEEDS NO LONGER WORK. ALTERNATIVES ARE NEEDED.



These problems are important to address for the Central Corridor. Therefore, the goals established for the Central Corridor AA/DEIS were:

- Improve mobility and access.
- Foster positive environmental impacts with transit improvements.
- Support revitalization of the center cities with transit improvements.
- Optimize the public investment in transportation in the Central Corridor.

REQUIREMENTS FOR TRANSIT SERVICE TO ATTRACT USERS THAT HAVE A CAR AVAILABLE TO THEM

- **Frequent**
- **Reliable**
- **Fast**
- **Convenient**
- **Easy to understand**
- **Accessible**
- **Safe**

There are transit options available to address these requirements.

BENEFITS OF A MAJOR INVESTMENT IN TRANSIT

- **Reduces peak period roadway demand**

Transit service can attract riders who previously used cars. By reducing the vehicular demand on roadways during the peak periods, the need for roadway expansion is postponed or eliminated.

- **Transit dependents are offered a better choice**

People with special transit needs are offered a better choice of service, provided increased freedom of movement and better access to metro-area destinations.

- **Economic benefits**

Major transit investments afford an economic benefit; development can be concentrated at or near transit stations and existing development is reinforced.

- **Center cities/core areas remain healthy**

Center cities are vital to the region. The metro area is interdependent. The fabric of the entire metro area is interwoven with healthy core areas. Good transit is one factor in healthy cities. A major transit investment would help the core and the entire region.

- **Positive effect on transit in the entire region**

A major transit improvement in the Central Corridor will have a positive impact on transit throughout the region. When LRT is coordinated with local bus routes and schedules, the overall transit system is significantly improved.

- **Reserve capacity**

A major transit investment offers reserve capacity by adding vehicles and lowering headways; not by widening the corridor. The expandability offers benefits now for special events and in the future as ridership grows and if ridership exceeds projections.

- **I-94 opportunity**

A major transit investment is proposed to be located in the median of I-94 for 3 miles. Making a major transit improvement in I-94 at the same time that the needed I-94 reconstruction takes place will reduce duplication of work and cost.

COMPARISON TO PREVIOUS STUDIES

- **Steady results**

The Central Corridor has been the subject of many previous studies. When comparing the current, more detailed work with the previous studies, the critical items of patronage forecasts and capital costs are consistent.

- **Low risk**

The Central Corridor continues to have a healthy existing transit ridership. It is in a fully-developed area. Major transit improvements here are low risk--we know they will succeed. The downtowns will continue to attract jobs, residents and other transit users. The University of Minnesota will remain a statewide magnet for students.

- **Federal funding**

Since previous studies were conducted, there is a new federal law, the Intermodal Surface Transportation Efficiency Act (ISTEA). ISTEA calls for equal treatment of highways and transit. ISTEA provides flexibility in funding of transportation needs. Transportation investment is to be based on an analysis of costs and benefits, not preset funding categories. There is a potential for federal funds for transit.

QUALITATIVE ISSUES THAT IMPACT TRANSIT INVESTMENT DECISIONS

- **Social costs and benefits**
- **True costs, including hidden costs, both public and private, of all alternatives**
- **Environmental costs and benefits**
- **Impact on urban sprawl, land use**
- **Energy sources and the impact of using them in future years**

POLICY ISSUES WHICH IMPACT THE TRANSIT INVESTMENT DECISION

- **Number of corridors to receive major transit improvements.**

Cost of some elements of system may be spread systemwide. Adding more corridors increases opportunities for users, and increases ridership. The Commissioner of Transportation has selected an alternative that includes LRT in the I-35W corridor south of Minneapolis. That corridor links to the Central Corridor.

- **Transit fares**

The Metropolitan Transit Commission has recently increased fares for transit use, which is projected to decrease current transit ridership by 7 percent.

- **Costs of using a private auto**

A 1990 compact car costs an average of \$3,200 per year for gas, oil, tires, maintenance, taxes, finance charges, insurance, depreciation and license fees. Will the additional costs of using autos, the hidden costs, be assessed to users?

- **Parking policies**

Will we continue to build parking facilities and subsidize parking costs in the downtowns, at the State Capitol, and the University of Minnesota?

- **Land use controls and incentives which may support transit investments**

Strengthening the core has received attention in recent articles in the Star Tribune and is discussed at the Legislature. Healthy cities require different decisions than we made in the past when highways to the suburbs and cheap land were the rule.

- **Energy costs**

Transportation consumes 39 percent of the state's energy use.

- **Environmental regulations**

Cars and trucks account for more than 32 percent of Minnesota's urban air pollution.

WHAT OTHER CITIES HAVE DONE

- **Portland**

- Opened the 16-mile Banfield LRT line in 1986.
- Voters increased their property taxes in 1991 to provide the local share of the west side LRT line which is now under construction.
- A north/south line is currently being planned.
- "MAX" LRT service is an important part of community life styles.
- Portland reports that downtown Portland land values have doubled since the implementation of LRT.

- **San Diego**

- Initial South Line (16.5 miles) opened in 1981 and the East Line (22.4 miles) opened in 1986; they carry 47,000 riders per day.
- Two shorter corridors totaling 7.5 miles are under construction.
- Three corridors (Mid Coast: 11.1 miles, Mission Valley West: 57.7 miles and Mission Valley East (6.1 miles) are in AA/DEIS, PE/FEIS or Final Design.
- LRT is playing an increased role in shaping development; the City has adopted a Transit Oriented Design Ordinance.

- **Sacramento**

- 18.3 mile line opened in 1987. Patronage has grown from 12,000 to almost 30,000 riders per day.
- Two short extensions are under engineering.
- An AA/DEIS is being conducted for the South Corridor (15 miles).
- LRT was implemented to address traffic congestion, air pollution, regional mobility, accessibility for disabled, community values, and shape land use.

- **Pittsburgh**

- South PatWay**

- Four (4) mile busway opened in 1977.
 - Service is oriented primarily to buses operating in express fashion, after collection in the local neighborhoods, mainly to downtown Pittsburgh.
 - During the morning peak-hour, approximately 51 buses operate in the peak-direction of travel, carrying some 2,100 passengers.

- East PatWay**

- Approximately seven (7) mile busway opened in 1983.
 - Connects eastern suburbs with downtown Pittsburgh.
 - Some routes operate only on the busway, similar to a rail transit system, while others provide local service and then access the busway.
 - Facility includes six (6) stations designed to allow buses to pass vehicles stopping for passengers.
 - During the morning peak-hour, approximately 103 buses operate on the facility in the peak-direction of travel, carrying some 5,900 passengers.

- **Ottawa, Ontario**

- Approximately 15 miles of the Transitway were opened between 1982 and 1989.
 - This is a part of a 19-mile, 26-station Phase 1 system. A second phase, including an additional 19 miles, is planned for the future.
 - Some routes operate exclusively on the transitway, similar to a rail transit system, while others provide local service and then access the Transitway.
 - Coordination between transit and land use planning has enhanced the development of areas adjacent to stations.
 - During the morning peak-hour, approximately 180 buses operate on the Transitway in the peak-direction, carrying some 11,000 passengers.

CAPITAL COST ESTIMATE SUMMARY

	Cost for Alternative ¹	Related Highway Costs ²	Costs for Features from Other Alternatives	Composite Project Cost ³
No-Build	\$ 49,990,000 ⁴	\$21,100,000	-----	\$ 71,090,000
TSM	72,724,000	21,100,000	-----	93,824,000
Busway	217,682,000	66,114,000	\$71,414,000 ⁵	355,210,000
LRT	474,076,000	66,114,000	63,769,000 ⁶	603,959,000

- 1) Capital Cost Estimate (Mid 1993 dollars) for individual alternative.
- 2) Highway (I-94) related costs for each alternative. No-Build and TSM include \$21,100,000 of rehabilitation costs as estimated by Mn/DOT. Busway and LRT include \$66,114,000 of highway reconstruction costs including proposed geometric improvements made possible by the Build Alternatives.
- 3) Composite Project Cost Estimate for each individual alternative, presented as the maximum total cost of the transit and highway improvement, including features of other alternatives that could be included.
- 4) Includes the cost of 89 new buses and associated increment of new maintenance facilities to provide additional service to existing bus routes which are forecast to exceed their capacity in the year 2010.
- 5) No-Build and TSM Capital Costs which could be included in this alternative less three HOV Bypass ramps at Snelling and Lexington Avenues.
- 6) No-Build and TSM Capital Costs which could be included in this alternative less three HOV Bypass ramps at Snelling and Lexington Avenues, less 25 buses included in TSM not required for LRT alternative.

CENTRAL CORRIDOR LRT SYSTEMWIDE* ELEMENTS

Downtown Minneapolis	\$ 43,547,000
Downtown St. Paul	35,712,000
Maintenance Shop	36,725,000
Vehicles	<u>59,789,000</u>
Subtotal Construction Cost	\$175,773,000
Agency, Engineering, Construction, Management, Insurance and other (20%)	\$ 35,155,000
Startup	<u>8,112,000</u>
Total Systemwide Cost	\$219,040,000
Total LRT Alternative (of which 219,040,000 (46.2%) are systemwide costs)	\$474,076,000

- * Systemwide costs are identified as those requirements that would be necessary for any corridor which might be built and would be shared costs if more than just the Central Corridor were built at once. These are costs which are proportionally allocatable to other corridors which would link with the Central Corridor in the future (i.e., 35W South).

COMPONENT COSTS BY ALTERNATIVE

Capital Cost Component (1993 \$)	Central Corridor Transit Alternative			
	No-Build	TSM	Busway	LRT
Busway Guideway, Stations and Vehicles	\$ --	\$ --	\$201,107,000	\$ --
LRT Guideway, Systems, Stations and	--	--	--	446,764,000
R.O.W.	--	2,400,000	15,600,000	19,200,000
Start-Up	--	130,000	975,000	8,112,000
Subtotal	--	2,530,000	217,682,000	474,764,000
I-94 Paving & Bridge Repair	21,100,000	21,100,000	--	--
I-94 Reconstruction of Roadway and Bridges/Upgrading of Design Standards	--	--	66,114,000	66,114,000
Transit Center(s)	1,432,000	1,909,000	1,909,000	1,909,000
I-94 Ramp Bypasses	1,747,000	3,494,000	2,184,000	2,184,000
Bus Garage and Vehicles				
- In Corridor	25,102,000	39,267,000	39,267,000	34,631,000
- Outside Corridor	21,709,000	25,524,000	25,524,000	22,515,000
Total	\$71,090,000	\$93,824,000	\$355,210,000	\$603,959,000

CAPITAL COST COMPARISON

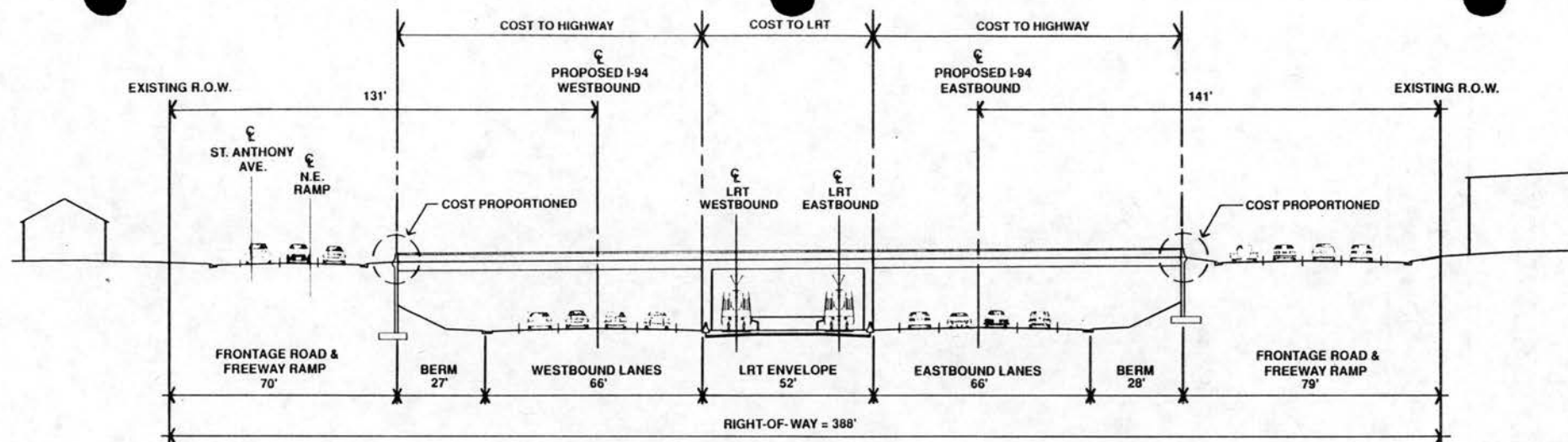
System Component	Alternative (1993 \$)				Anticipated Component Life (years)	Annualization Factor
	No-Build	TSM	Busway	LRT		
Guideway (Civil)	\$1,747,000 ¹⁾	\$3,494,000 ¹⁾	\$111,664,000 ²⁾	\$130,813,000	20 Bus 30 LRT	.094 .081
Utilities	---	---	24,807,000	48,774,000	50	.072
Stations	1,432,000 ³⁾	1,909,000 ⁴⁾	23,774,000 ⁵⁾	65,968,000	30	.081
Maintenance Shop	16,110,000 ⁶⁾	22,265,000 ⁶⁾	11,221,000 ⁶⁾	36,737,000	30	.081
Trackwork	---	---	---	38,409,000	30	.081
Signals	---	---	1,498,000	16,762,000	30	.081
Traction Electrification	---	---	---	25,514,000	30	.081
Communications	---	---	6,631,000	8,700,000	30	.081
Fare Collection	---	---	---	3,340,000	30	.081
Vehicles	30,701,000 ⁷⁾	42,526,000 ⁷⁾	21,512,000 ⁷⁾	71,747,000	12 Bus 25 LRV	.126 .086
Right-of-Way	---	2,400,000	15,600,000	19,200,000	100	.070
Start-Up Costs	---	130,000	975,000	8,112,000	50	.072
Total Project Costs	\$49,990,000	\$72,724,000	\$217,682,000	\$474,076,000		
Additional I-94 Highway Costs	\$21,100,000 ⁸⁾	\$21,100,000 ⁸⁾	\$66,114,000 ⁹⁾	\$66,114,000 ⁹⁾	20 30/20 LRT/Busway	.094 .085
Costs for Features from No-Build and TSM	---	---	71,414,000	63,769,000		
TOTAL	\$71,090,000	\$93,824,000	\$355,210,000	\$603,959,000		

ANNUALIZED CAPITAL COST COMPARISON

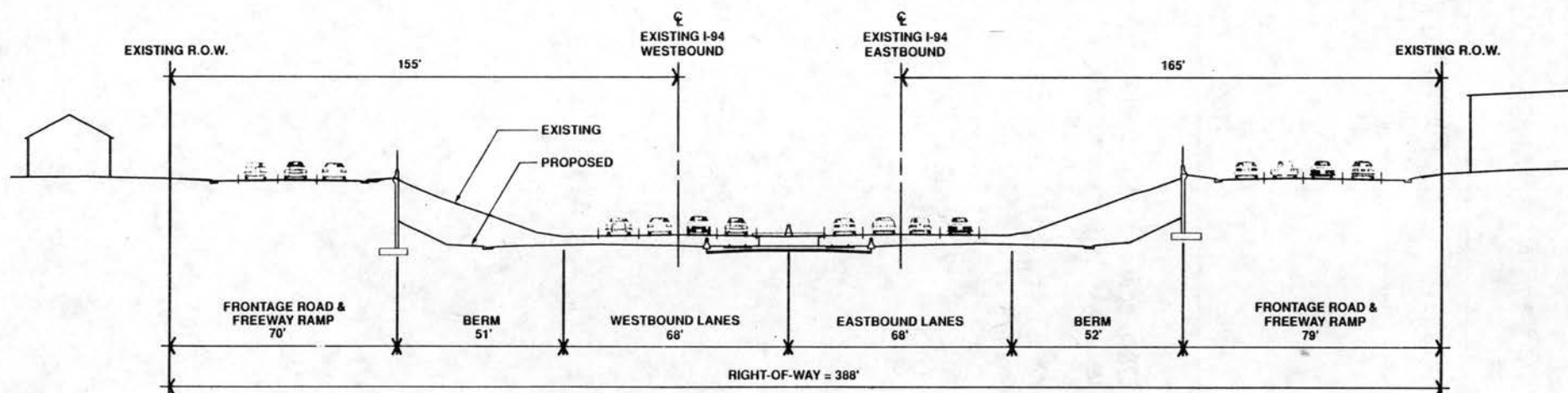
System Component	Alternative (1993 \$)			
	No-Build	TSM	Busway	LRT
Guideway (Civil)	\$164,000 ¹⁾	\$328,000 ¹⁾	\$10,496,000 ²⁾	\$10,596,000
Utilities	---	---	1,786,000	3,512,000
Stations	116,000 ³⁾	155,000 ⁴⁾	1,926,000 ⁵⁾	5,343,000
Maintenance Shop	1,305,000 ⁶⁾	1,803,000 ⁶⁾	909,000 ⁶⁾	2,976,000
Trackwork	---	---	---	3,111,000
Signals	---	---	121,000	1,358,000
Traction Electrification	---	---	---	2,067,000
Communications	---	---	537,000	705,000
Fare Collection	---	---	---	271,000
Vehicles	3,868,000 ⁷⁾	5,358,000 ⁷⁾	2,711,000 ⁷⁾	6,170,000
Right-of-Way	---	168,000	1,092,000	1,344,000
Start-Up Costs	---	10,000	70,000	584,000
Total Project Costs	\$5,453,000	\$7,822,000	\$19,648,000	\$38,037,000
Additional I-94 Highway Costs	\$1,983,000 ⁸⁾	\$1,983,000 ⁸⁾	\$5,620,000 ⁹⁾	\$5,620,000 ⁹⁾
TOTAL	\$7,436,000	\$9,805,000	\$25,268,000	\$43,657,000

CAPITAL COST FOOTNOTES

- 1) Includes \$0 for roadway improvements/replacement, etc. This is HOV bypass ramps only.
- 2) Includes \$0 for roadway (guideway) improvements/replacement, etc. east of Western in St. Paul and west of Cedar in Minneapolis.
- 3) Includes new Midway Transit Center only. No other stations considered.
- 4) Includes new Midway and Highland Village Transit Centers only. No other stations considered.
- 5) Includes stations in the fixed guideway only. \$0 included for stations/stops east of Western in St. Paul and west of Cedar in Minneapolis.
- 6) Apportioned cost for new (added) bus maintenance facilities for new bus requirements (\$ based on information from MTC).
- 7) Assumes diesel-powered conventional buses, ADA lift-equipped.
- 8) Estimated costs (from Mn/DOT) for repaving and some bridge deck repairs on I-94 between Western and Fairview on the existing roadway alignment and profile.
- 9) Estimated costs for reconstructing I-94, including all new bridges between Western and Fairview. The reconstruction includes revised alignment and profile to attain a 70 mph design speed at current sight-line standards (up to 10 feet change from current), widened inside shoulders, greater bridge clearance (15' to 16'-4") and four through lanes below the Snelling Avenue Bridge. All work in the LRT guideway cross-section, included structures, is in the LRT guideway estimate. Required retaining walls along I-94 are apportioned between the LRT and highway costs.



**TYPICAL CROSS-SECTION ALONG I-94
PROPOSED CONDITIONS**



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

OPERATING AND MAINTENANCE COST ESTIMATE SUMMARY

Alternative	Systemwide ¹⁾ O&M Costs	Corridor ²⁾ O&M Costs
No-Build	\$132,249,000	\$45,485,000
TSM	143,627,000	57,284,000
Busway	153,652,000	67,084,000
LRT	152,947,000	68,010,000

- 1) Includes all O&M costs to operate the regional MTC transit system service - Non-MTC services O&M costs are excluded.
- 2) Includes O&M costs for MTC bus and LRT service in the corridor only - all other transit services are excluded.

PATRONAGE FORECASTS SUMMARY

Alternative	Daily Systemwide ¹⁾ Ridership	Daily Corridor ²⁾ Ridership
No-Build	239,600	Not Available
TSM	244,000	Not Available
Busway	246,500	34,100
LRT	247,600	33,700

1) Includes all ridership for the entire Metropolitan area transit system - MTC, Opt-out Services, Metro-Mobility, etc.

2) Includes riders on the new fixed guideway facility only.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

3

REGIONAL RAILROAD AUTHORITY

Originating Department

Authorized Signature

Date

Board Action Requested

Ratify Partial Payment No. 22 to BRW, Inc. in the amount of \$197,358.98 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 service and terms of payment. Payment in the total amount of \$197,358.98 for the period ending June 30, 1993, has been issued in accordance with contract provisions and Rail Authority Resolution No. R92-. Payment documentation is being submitted for ratification in compliance with the latter.

- Attachments are:
- 1) Proposed resolution
 - 2) Accounts Payable form and Partial Payment 22
 - 3) BRW, Inc. Invoice No.68599 and attachments

Budgeting and Accounting

County Attorney

Risk Manager

Data Processing

Previous Action taken on Request

Date / Time

Received By

Comments / Recommendation

Documentation certified complete for:

Committee / Meeting Date

Signature

Date

Committee / Meeting Date

Signature

Date

September 14, 1993

Board Date

Signature

Date

J. L. Glendinning

9/9/93



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, 1993; 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; and

WHEREAS, BRW, Inc. Invoice No. 68599, Partial Payment No. 22, and attachments thereto, provide the correct documentation of payments due BRW, Inc. through June 30, 1993; Now, Therefore, Be It

RESOLVED, Payment to BRW, Inc. in the amount of \$197,358.98 for Ramsey County Regional Railroad Authority's share of services rendered through June 30, 1993, is hereby ratified.

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary

ACCOUNTS PAYABLE

COMPUTER INPUT
PLEASE TYPE OR
PRINT PLAINLY

CHARGE TO: Department Regional Rail Authority Date: 8/23/93

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	\$ 197,358.98
				\$
				\$
				\$
				\$

15-17 18-20 21-25 26-31 32-41

4 PAY TO: 02207 \$ 197,358.98
8 First Name & Initial (NO PUNCTUATION) 9-22 TOTAL

Last Name or Company Name 23-52

(Name-Continued) 53-76

3 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: Inv. No. 68599; Partial Pymt #22; Midway Phase II PE
8 9-60

Agreement PA270; Acct. 59105-020102; June 30, 1993
5 8 9-60

For Risk Management Use Only		
Claim #	Name	Type

6 8 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 [Signature]

NOTE: The vendors 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. 22

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: AUG 18 93

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY
SUITE 665 RCGC WEST
ST. PAUL, MN 55102

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

ACCOUNT NUMBER 59105-020102
TOTAL VALUE OF WORK CERTIFIED - 30 JUNE 93
LESS RETAINAGE
AMOUNT DUE
LESS PREVIOUSLY APPROVED PAYMENTS:

PERCENT COMPLETED 74.6%
\$2,192,481.96
\$107,598.66
\$2,084,883.30
\$1,867,954.64

ALLOWABLE PAYMENT FOR THIS PARTIAL:

\$216,928.66

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.

8/31/93 *[Signature]*
DATE DIRECTOR, RC REGIONAL RAILROAD PLANNING
8/31/93 *[Signature]*
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 NO. 11	\$60,970.33	\$8,047.19	\$69,017.52
PARTIAL PAYMENT NO. 12	\$69,121.38	\$9,537.67	\$78,659.05
PARTIAL PAYMENT NO. 13	\$73,702.93	\$9,921.20	\$83,624.13
PARTIAL PAYMENT NO. 14	\$46,917.85	\$4,829.83	\$51,747.68
PARTIAL PAYMENT NO. 15	\$40,383.28	\$6,905.51	\$47,288.79
PARTIAL PAYMENT NO. 16	\$25,047.42	\$7,219.55	\$32,266.97
PARTIAL PAYMENT NO. 17	\$43,845.84	\$8,895.07	\$52,740.91
PARTIAL PAYMENT NO. 18	\$64,823.03	(\$19,283.85)	\$45,539.18
PARTIAL PAYMENT NO. 19	\$56,199.29	\$5,931.26	\$62,130.55
PARTIAL PAYMENT NO. 20	\$103,548.64	\$10,743.79	\$114,292.43
PARTIAL PAYMENT NO. 21	\$91,744.28	\$9,757.82	\$101,502.10
PARTIAL PAYMENT NO. 22	\$197,358.98	\$19,569.68	\$216,928.66
PARTIAL PAYMENT TOTAL:	\$1,878,148.44	\$206,734.86	\$2,084,883.30

SUMMARY OF AGREEMENT

ORIGINAL AGREEMENT AMOUNT: \$2,940,000.00
LESS TOTAL PARTIAL PAYMENTS (INCLUDING THIS PAYMENT) \$2,084,883.30
AMOUNT REMAINING ON AGREEMENT \$855,116.70



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
San Diego
Seattle
Portland
Orlando
Milwaukee

INVOICE

68599

Ms. Kathryn DeSpiegelaere
Ramsey County RRA
360 Ramsey Co. Govt. Cntr-W
50 West Kellogg Boulevard
St. Paul, MN 55102

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

DATE: June 30, 1993

JOB NO: 1362

INVOICE PERIOD: June 1993
FEDERAL TAX ID NUMBER: 41-1625272

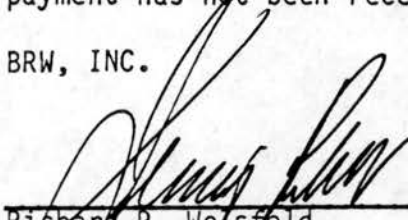
For professional services provided to the Ramsey County Regional Railroad Authority and the Hennepin County Regional Railroad Authority in preparation of Phase II Preliminary Engineering for light rail transit in the Midway Corridor, in accord with Agreement No. RCRRA/HCRRA 91-001.

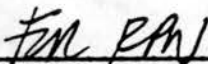
VOICE CALCULATIONS	BILLED THIS INVOICE	PREVIOUSLY BILLED	TOTAL BILLING TO DATE
RCRRA	\$ 207,746.34	\$ 1,767,333.19	\$ 1,975,079.53
LESS RETAINAGE	\$ <u>10,387.36</u>	\$ <u>86,543.73</u>	\$ <u>96,931.09</u>
RCRRA DUE THIS BILLING	\$ 197,358.98	\$ 1,680,789.46	\$ 1,878,148.44
 HCRRA	 \$ 20,599.64	 \$ 196,802.79	 \$ 217,402.43
LESS RETAINAGE	\$ <u>1,029.96</u>	\$ <u>9,637.61</u>	\$ <u>10,667.57</u>
HCRRA DUE THIS BILLING	\$ 19,569.68	\$ 187,165.18	\$ 206,734.86

*5% of total less \$2,025.16 ZGF retainage paid (\$1,822.64 RCRRA; \$202.52 HCRRA)

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

BRW, INC.


Richard P. Woisfeld
Principal


Ken Stevens

ATTACHMENT NUMBER 1 TO AGREEMENT RCORRA/HCRRA 81001
COST DETERMINATION BY WORK TASK FOR RCORRA AND HCRRA

INVOICE PERIOD : JUNE 1993

FILENAME: 89003_1

07/23/93

JOB NUMBER	LABOR	DIRECT EXPENSES	SUB-CONSULTANT RETAINAGE	TRANSFER	TOTAL	LESS RETAINAGE	TOTAL SALES	%	RCORRA	%	HCRRA
1362-A-01		37.80			37.80	1.89	35.91	90%	32.32	10%	3.59
1362-A-05					0.00	0.00	0.00	80%	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	92%	0.00	8%	0.00
1362-A-41	1,273.75				1,273.75	63.69	1,210.06	92%	1,113.26	8%	96.80
1362-A-42	3,305.25				3,305.25	165.26	3,139.99	92%	2,888.79	8%	251.20
1362-A-43	217.50		678.32		13,783.97	689.20	13,094.77	92%	12,047.19	8%	1,047.58
1362-A-44		2,943.57	154.93		3,098.50	154.93	2,943.57	92%	2,708.08	8%	235.49
1362-A-45	8,262.50		3,016.96		68,601.77	3,430.09	65,171.68	92%	59,957.85	8%	5,213.73
1362-A-46					0.00	0.00	0.00	92%	0.00	8%	0.00
1362-A-47	10,536.25				10,536.25	526.81	10,009.44	92%	9,208.68	8%	800.76
1362-A-48	4,815.50				4,815.50	240.78	4,574.72	92%	4,208.74	8%	365.98
1362-A-49	62,516.50	248.73			62,765.23	3,138.26	59,626.97	92%	54,858.81	8%	4,770.16
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					0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-05					0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-06					0.00	0.00	0.00	100%	0.00	0%	0.00
1362-B-07	1,028.75	3.25			1,032.00	51.60	980.40	100%	980.40	0%	0.00
1362-B-08	285.00				285.00	14.25	270.75	0%	0.00	100%	270.75
1362-B-10	4,250.45				4,313.09	215.65	4,097.44	85%	3,482.82	15%	614.62
1362-B-20			630.88		12,617.54	630.88	11,986.66	85%	10,188.66	15%	1,798.00
1362-B-21					0.00	0.00	0.00	85%	0.00	15%	0.00
1362-B-30	6,398.95		338.79		6,735.74	338.79	6,398.95	90%	5,759.05	10%	639.90
1362-B-47					0.00	0.00	0.00	92%	0.00	8%	0.00
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			221.12		4,422.50	221.12	4,201.37	90%	3,781.23	10%	420.14
1362-B-53	4,680.00				4,680.00	234.00	4,446.00	90%	4,001.40	10%	444.60
1362-B-54					0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-55					0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-60					0.00	0.00	0.00	90%	0.00	10%	0.00
1362-B-70					0.00	0.00	0.00	85%	0.00	20%	0.00
1362-B-80					926.60	46.33	880.27	85%	748.23	15%	132.04
1362-B-81	880.27		46.33		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	100%	0.00	0%	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					0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-07	187.50				187.50	9.38	178.12	100%	178.12	0%	0.00
1362-C-08	112.50				112.50	5.63	106.87	0%	0.00	100%	106.87
1362-C-50					0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-51					0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-52	10.50				0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-53					24,185.50	1,209.28	22,976.22	90%	20,678.60	10%	2,297.62
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	630.00				630.00	31.50	598.50	90%	538.65	10%	59.85
1362-C-57					0.00	0.00	0.00	90%	0.00	10%	0.00
1362-C-58					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	126,278.45	96,984.21	5,085.33	0.00	228,345.99	11,417.33	216,928.66		197,358.98		19,569.68
TOTAL EXPENSE			ADDITION CHECKS				216,928.66				
							216,928.66				

5

ATTACHMENT NUMBER 1 TO AGREEMENT RCRRRA/HCRRA 91-001
 COST DETERMINATION BY WORK TASK FOR RCRRRA AND HCRRA
 INVOICE PERIOD : JUNE 1993
 FILENAME: 89003_1
 last update : 07/23/93

1

WORK TASK	LABOR *	DIRECT EXPENSES **	TOTAL	%	RCRRRA ALLOCATION AMOUNT	%	HCRRA ALLOCATION AMOUNT
1.0 PROJECT MANAGEMENT	\$4,250.45	\$62.64	\$4,313.09	85%	\$3,666.13	15%	\$646.96
2.0 OPERATIONS PLAN	\$0.00	\$12,617.54	\$12,617.54	85%	\$10,724.91	15%	\$1,892.63
3.0 SYSTEMS ENGINEERING DESIGN	\$0.00	\$6,735.74	\$6,735.74	90%	\$6,062.17	10%	\$673.57
4.0 CIVIL ENGINEERING DESIGN	\$0.00	\$0.00	\$0.00	89%	\$0.00	11%	\$0.00
NEW DISTRIBUTION	\$90,927.25	\$77,252.97	\$168,180.22	92%	\$154,725.80	8%	\$13,454.42
ADD'L SERVICES (RCRRRA CONTINGENCY)	\$0.00	\$0.00	\$0.00	100%	\$0.00	0%	\$0.00
5.0 FACILITY DESIGN	\$29,485.00	\$4,433.00	\$33,918.00	90%	\$30,526.20	10%	\$3,391.80
6.0 VALUE ENGINEERING	\$0.00	\$0.00	\$0.00	80%	\$0.00	20%	\$0.00
7.0 SYSTEM COST ESTIMATES	\$0.00	\$926.60	\$926.60	85%	\$787.61	15%	\$138.99
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	\$0.00	\$37.80	\$37.80	90%	\$34.02	10%	\$3.77
11.0 COMMUNITY PARTICIPATION	\$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
RCRRRA COMMUNITY PARTICIPATION	\$1,216.25	\$3.25	\$1,219.50	100%	\$1,219.50	0%	\$0.00
HCRRA COMMUNITY PARTICIPATION	\$397.50	\$0.00	\$397.50	0%	\$0.00	100%	\$397.50
TOTAL	\$126,276.45	\$102,069.54	\$228,345.99		\$207,746.34		\$20,599.64

BRW, INC.
700 THIRD ST SOUTH
MPLS, MN 55415

<JUNE 30, 1993 >
INVOICE NO. <DRAFT>
PROJECT NO. 1362B.01

MIDWAY PE SURVEYS/MAPPNG

PROJECT NO. 1362A.41

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
STAFF LEVEL V			
HOLKER, THOMAS	1.0	55.00	55.00
STAFF LEVEL III			
JOHNSRUD, LARRY	32.5	37.50	1,218.75
TOTALS	33.5		1,273.75
		TOTAL LABOR	1,273.75

		TOTAL THIS PROJECT	\$ 1,273.75
			=====

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, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	13.5	145.00	1,957.50
STAFF LEVEL III			
BUCKLEY, SUSAN	1.4	37.50	52.50
JOHNSRUD, LARRY	32.6	37.50	1,222.50
WHEELER, CHRISTOPHER	0.5	37.50	18.75
SUBTOTALS	34.5		1,293.75
STAFF LEVEL I			
SMITH, KRIS	2.0	27.00	54.00
TOTALS	50.0		3,305.25

TOTAL LABOR 3,305.25

TOTAL THIS PROJECT \$ 3,305.25

MIDWAY PE UTILITIES

PROJECT NO. 1362A.43

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1993

PROFESSIONAL PERSONNEL

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

BRW, INC.

INVOICE NO. <DRAFT>
PROJECT NO. 1362B.01

TOTAL THIS PROJECT \$ 217.50
=====

MIDWAY PE GUIDEWAY STRUC

PROJECT NO. 1362A.45

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL ERICKSON, GARY	0.5	145.00	72.50
SR. CONSULTANT MAVES, MARK	93.0	67.50	6,277.50
STAFF LEVEL IV COWDEN, LAREN	42.5	45.00	1,912.50
TOTALS	136.0		8,262.50

TOTAL LABOR 8,262.50

TOTAL THIS PROJECT \$ 8,262.50
=====

MIDWAY PE STREET/SIGNAL

PROJECT NO. 1362A.47

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1993

BRW, INC.

INVOICE NO. <DRAFT>
PROJECT NO. 1362B.01

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. CONSULTANT RUSCO, BRENT	45.0	67.50	3,037.50
CONSULTANT I GREEN, ROBERT	80.5	47.50	3,823.75
STAFF LEVEL III SHARBONO, JOSEPH	98.0	37.50	3,675.00
TOTALS	223.5		10,536.25
		TOTAL LABOR	10,536.25
			=====
		TOTAL THIS PROJECT	\$ 10,536.25
			=====

MIDWAY PE MNDOT/FHNA MTG

PROJECT NO. 1362A.48

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL ERICKSON, GARY	3.5	145.00	507.50
SR. CONSULTANT RUSCO, BRENT	29.6	67.50	1,998.00
STAFF LEVEL V SANDERS, TOM	42.0	55.00	2,310.00
TOTALS	75.1		4,815.50
		TOTAL LABOR	4,815.50
			=====
		TOTAL THIS PROJECT	\$ 4,815.50
			=====

BRW, INC.

INVOICE NO. <DRAFT>
PROJECT NO. 1362B.01

MIDWAY PE PLAN ASSEMBLY

PROJECT NO. 1362A.49

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PRINCIPAL			
ERICKSON, GARY	34.0	145.00	4,930.00
SR. CONSULTANT			
RUSCO, BRENT	92.7	67.50	6,257.25
SUTHERLAND, JOSEPH	301.0	67.50	20,317.50
SUBTOTALS	393.7		26,574.75
STAFF LEVEL IV			
GEORGESON, TIM	161.5	45.00	7,267.50
PATRICK, CHRISTOPHER	5.5	45.00	247.50
SUBTOTALS	167.0		7,515.00
STAFF LEVEL III			
BEYER, GINA	0.9	37.50	33.75
BUCKLEY, SUSAN	4.8	37.50	180.00
JOHNSRUD, LARRY	149.0	37.50	5,587.50
MAIJALA, LARRY	183.0	37.50	6,862.50
SUBTOTALS	337.7		12,663.75
STAFF LEVEL II			
HAMRICK, CLAUDIA	0.5	35.00	17.50
HAWKINSON, TOM	0.5	35.00	17.50
PEPLOE, MICHAEL	200.9	35.00	7,031.50
SUBTOTALS	201.9		7,066.50
STAFF LEVEL I			
SMITH, KRIS	139.5	27.00	3,766.50
TOTALS	1273.8		62,516.50

TOTAL LABOR 62,516.50

TOTAL THIS PROJECT \$ 62,516.50

BRW, INC.

INVOICE NO. <DRAFT>
PROJECT NO. 1362B.01

11.0 RCRA COMM/PARTICPA

PROJECT NO. 1362B.07

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
BUCKLEY, SUSAN	0.7	37.50	26.25
PROBST, DENNIS	7.0	95.00	665.00
RUSCO, BRENT	5.0	67.50	337.50

TOTALS	12.7		1,028.75
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TOTAL LABOR			1,028.75
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TOTAL THIS PROJECT	\$	1,028.75
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11.0 HCRA COMM/PARTICIP

PROJECT NO. 1362B.08

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
PROBST, DENNIS	3.0	95.00	285.00

TOTAL LABOR			285.00
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TOTAL THIS PROJECT	\$	285.00
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BRW, INC.

INVOICE NO. <DRAFT>
PROJECT NO. 1362B.01

OUTSTANDING INVOICES

NO. 68077 DATE 02/28/93	899.54
NO. 68074 DATE 03/31/93	256.50

TOTAL	1,156.04	1,156.04
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TOTAL NOW DUE	\$	1,441.04
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MIDWAY PE PROJECT MGMT

PROJECT NO. 1362B.10

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
VICE PRESIDENT PROBST, DENNIS	29.0	95.00	2,755.00
CONSULTANT II COLBURN, ELIZABETH	6.5	57.50	373.75
CONSULTANT I THATCHER, JENNIE	18.9	47.50	897.75
STAFF LEVEL III HENDERSON, JANE	0.1	37.50	3.75
STAFF LEVEL II HAMRICK, CLAUDIA	0.2	35.00	7.00
HAWKINSON, TOM	1.0	35.00	35.00
STAFF LEVEL I SCHAFFER, KIM	6.6	27.00	178.20
TOTALS	62.3		4,250.45

TOTAL LABOR	4,250.45
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TOTAL THIS PROJECT	\$	4,250.45
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BRW, INC.

INVOICE NO. <DRAFT>
PROJECT NO. 1362B.01

11.0 HCRRRA COMM/PARTICIP

PROJECT NO. 1362C.08

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
WICKLUND, DAVID	3.0	37.50	112.50

TOTAL LABOR			112.50
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TOTAL THIS PROJECT	\$	112.50
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OUTSTANDING INVOICES

NO. 68074 DATE 03/31/93	17.81
NO. 68312 DATE 04/30/93	605.62
NO. 68487 DATE 05/31/93	783.75

TOTAL	1,407.18	1,407.18
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TOTAL NOW DUE	\$	1,519.68
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MIEWAY PE STATN SITE FD

PROJECT NO. 1362C.52

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. ASSOCIATE PAKALNS, ARIJS	47.0	90.00	4,230.00
SR. CONSULTANT MALLOY, STEPHEN	159.5	67.50	10,766.25

BRW, INC.

INVOICE NO. <DRAFT>
PROJECT NO. 1362B.01

MIDWAY PE STATN STRUCTRS

PROJECT NO. 1362B.53

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. ASSOCIATE SMOLUCHOWSKI, PETER	52.0	90.00	4,680.00

TOTAL LABOR			4,680.00
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TOTAL THIS PROJECT		\$	4,680.00
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11.0 RCRRR COMM/PARTICIP

PROJECT NO. 1362C.07

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
WICKLUND, DAVID	5.0	37.50	187.50

TOTAL LABOR			187.50
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TOTAL THIS PROJECT		\$	187.50
			=====

BRW, INC.

INVOICE NO. <DRAFT>
PROJECT NO. 1362B.01

CONSULTANT I			
BEHRINGER, CHRIS	173.5	47.50	8,241.25
STAFF LEVEL III			
BEYER, GINA	0.5	37.50	18.75
WICKLUND, DAVID	24.5	37.50	918.75
SUBTOTALS	25.0		937.50
TOTALS	405.0		24,175.00

TOTAL LABOR 24,175.00

TOTAL THIS PROJECT \$ 24,175.00
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MIDWAY PE GDWY ENHANCMENT

PROJECT NO. 1362C.56

PROFESSIONAL SERVICES FOR THE PERIOD ENDING JUNE 30, 1993

PROFESSIONAL PERSONNEL

	HOURS	RATE	AMOUNT
SR. ASSOCIATE			
PAKALNS, ARIJS	7.0	90.00	630.00
TOTAL LABOR			630.00

TOTAL THIS PROJECT \$ 630.00
=====

INVOICE SUMMARY

TOTAL LABOR	126,276.45
TOTAL THIS INVOICE	126,276.45
TOTAL OUTSTANDING INVOICES	2,563.22
TOTAL NOW DUE	128,839.67

ATTACHMENT B – DIRECT COST AND SUBCONTRACTORS

AGREEMENT NO RCRRRA/HCRRRA-91001
INVOICE PERIOD : JUNE 1993
FILENAME: MIDWAYII_B

OTHER DIRECT NON-SALARY COSTS

BRW GRAPHIC REPRODUCTION	\$92.94
TRAVEL/AUTO/MILEAGE	3.25
FREIGHT/DELIVERY	266.73
OUTSIDE REPRODUCTION/PHOTO	0.00
TEMP. HELP	0.00

TOTAL	\$362.92
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SUBCONTRACTORS

BRW ARCHITECTS, INC.	\$4,422.50
BECHTEL	\$56,637.48
LTK ENGINEERING	\$19,353.28
TKDA	\$21,293.36
AM. ENGINEERING TESTING	\$0.00

TOTAL	\$101,706.62
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TOTAL EXPENSES	\$102,069.54
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