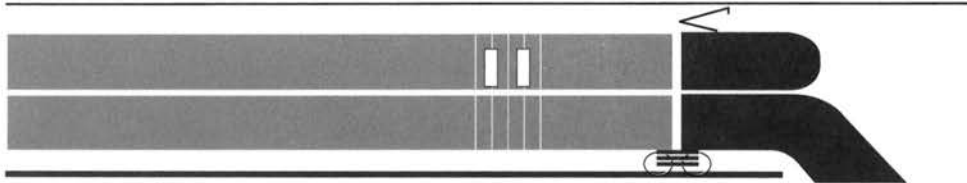




Ramsey County Regional Railroad Authority.
Records.

Copyright Notice:

This material may be protected by copyright law (U.S. Code, Title 17). Researchers are liable for any infringement. For more information, visit www.mnhs.org/copyright.



Ramsey County Regional Railroad Authority

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

Agenda

Ramsey County Regional Railroad Authority Meeting

March 17, 1998

(2:15 p.m. or immediately following the Human Services Meeting)

COUNCIL CHAMBERS - 3RD FLOOR COURTHOUSE

1. * Approve Minutes of meeting of January 13, 1998
2. Comprehensive Transportation Plan
3. * Authorize Staff to Issue a Request for Proposals for Riverview Corridor Major Investment Study.
4. Legislative Update
5. * a) Approve the Construction Agreements between RCRRA and MCI Telecommunications Corporation to Install Fiber Optic Cable Along RCRRA Right of Way From Bush Avenue to Earl Street in St. Paul.
* b) Authorize the Chairman of the Ramsey County Regional Railroad Authority to Sign the Construction Agreement on Behalf of RCRRA.
6. * Ratify Quarterly Report of Payments for October 1 Through December 31, 1997.
7. * a) Approve the Easement to Rod and Carol Klindworth for the Continued Location of a Portion of a Building on the RCRRA Northeast Corridor Right of Way Adjacent to the Property of 658 Bush Avenue, St. Paul.
* b) Authorize the Chairman of Ramsey County Regional Railroad Authority to Sign the Easement on Behalf of RCRRA.
8. * Ratify Partial Payments No. 4, No. 5 and No. 6 in the Amounts of \$27,874.58, \$27,891.95 and \$10,476.89 to SRF Consulting Group, Inc. for Professional Engineering Services for Riverview/Hiawatha Transitways.

(continued)

9. * a) Approve the Construction Agreement Between RCRRRA and Brooks Fiber Communication of Minnesota to Install Fiber Optic Cable Crossing RCRRRA Right of Way East and West of Earl Street in St. Paul.
* b) Authorize the Chairman of the Ramsey County Regional Railraod Authority to Sign the Construction Agreement on Behalf of RCRRRA.
10. * a) Approve the Construction Agreement Between RCRRRA and Sprint Communications Company L.P. to Install Fiber Optic Cable Crossing RCRRRA Right of Way East and West of Earl Street in St. Paul.
* b) Authorize the Chairman of the Ramsey County Regional Railroad Authority to Sign the Construction Agreement on Behalf of RCRRRA.
11. * a) Approve the Lease Agreement between RCRRRA and 3M for the continued location of a spur track crossing RCRRRA right of way between Forest and Earl Streets in St. Paul.
b) Authorize the Chairman of the Ramsey County Regional Railroad Authority to sign the Lease Agreement on behalf of RCRRRA.
12. * a) Approve the Lease Agreement between RCRRRA and 3M for the continued location of an access road and security fence on RCRRRA right of way west of Earl Street in St. Paul.
b) Authorize the Chairman of the Ramsey County Regional Railroad Authority to sign the Lease Agreement on behalf of RCRRRA.
13. * Metro LRT Joint Powers Board Annual Report

* Action is requested

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

January 13, 1998

The Ramsey County Regional Railroad Authority met on Tuesday, January 13, 1998, in Council Chambers, 3rd Floor Courthouse.

MEMBERS PRESENT: Chairman Rafael Ortega
Commissioner Dino Guerin
Commissioner Susan Haigh
Commissioner Victoria Reinhardt
Commissioner Janice Rettman
Commissioner Jan Wiessner

MEMBERS ABSENT: Commissioner Tony Bennett

OTHERS PRESENT: Terry Schutten, Kathy DeSpiegelaere, Al Vogel, Gabe Guevara, Greg Mack, Mark Sather, Paul Kirkwold, Dennis Bodin, Dan Soler, Tim Mayasich, Jon Walsh, Gary Mortenson, Robert Clarkson, Jane McClure, Mike Coffey, Kris Longhenry

Chairman Ortega called the meeting to order at 2:00 p.m.

1. Approve Minutes of the Ramsey County Regional Railroad Authority Board Meeting of December 16, 1997.

Motion by Commissioner Haigh, seconded by Commissioner Guerin, to accept the minutes from the December 16, 1997 RCRRA meeting.

Ayes - 6, Nays - 0
Motion accepted.

2. Approve Minutes of the Ramsey County Regional Railroad Authority Administrative Board Meeting of January 6, 1998.

Motion by Commissioner Haigh, seconded by Commissioner Guerin, to accept the minutes from the January 6, 1998 RCRRA Administrative meeting.

3. Mn/DOT Commuter Rail Study -- Phase I.

Kathy DeSpiegelaere reported that Mn/DOT conducted a Phase I Commuter Rail Study at the request of the state legislature. Ramsey County has been involved in this by Commissioner Ortega's participation on the Advisory Committee with Commissioner Bennett as his alternate and Kathy has been participating on the staff Steering Committee.

Al Vogel, Director of Mn/DOT's Office of Freight, Railroads and Waterways, distributed a handout, which outlined his presentation. He added that Phase I hasn't been formally completed yet, and a summary report will be finalized by the end of next week and transmitted to the legislature on January 21.

Al presented some background information on the Study. Funding of one million dollars was provided by the legislature during the 1997 session to determine the potential of commuter rail in the Twin Cities (within

the seven metro counties). The Study process involved a steering committee and an advisory committee. There was no formal public involvement process because of time constraints, but it was desired that the steering and advisory committees would be able to communicate information to the metropolitan constituency about the Study process and conclusions. The Phase II study will have a much more formal public involvement process.

Al commented that there are a couple of communication tools that have been used to inform about the Study process. There is a newsletter, news releases and a web page. He then distributed a brochure on an introduction to the Study.

The Advisory Committee is comprised of mainly policy makers and elected officials. Their responsibilities include overseeing the Study in progress, ask questions that challenge the Steering Committee, and to share information on the progress of the Study with constituents.

The Final Report is due to the legislature on February 1, 1999.

The outcome of Phase I is the identification of the corridors that seem to offer the most potential for commuter rail and would be available for further study in Phase II.

The evaluation criteria was used to decipher information about one corridor compared to another. There were five different criteria used: ridership, passengers per route mile, operating and maintenance cost per passenger, total capital costs and cost per passenger mile.

The routes indicated for Phase II Study include: Bethel to St. Paul, Elk River to Minneapolis to St. Paul, Forest Lake to St. Paul to Minneapolis, Hastings to St. Paul to St. Paul. There are two proposed routes from Minneapolis to St. Paul.

Al cautioned that Phase I is a sketch plan and is not the detailed look that is necessary to conclude that commuter rail will be a viable option to relieving traffic congestion in the metro area. The preferred routes are still more expensive than many other areas in the country. Phase II will have more detailed answers.

The next step to this process includes finalizing the Phase I report, which will be done soon. The legislature should then give the go ahead on working on Phase II.

Commissioner Haigh questioned if one of the reasons that the cost is so much higher in the Twin Cities is due to density or if capital costs are different here.

Al Vogel answered that these questions can't really be answered right now because comparisons haven't been made on capital costs. Our capital costs are high because they are looking at improving the system so commuter rail can run on freight rails without disturbing freight traffic. There also isn't a system in place so downtown stations are envisioned.

Commissioner Haigh stated that she was pleased that three of the proposed routes cut across key areas in the County but had questions on how it serves people who live out near the boundaries of the County and how far out do these routes suit riders.

Al Vogel commented that a characteristic of commuter rail is that typically those riders are people who are coming from longer distances than the typical bus rider might.

Commissioner Ortega raised the question on how does this serve the city residents who want to travel out of the city for work.

Al Vogel said that ridership is typically more for those who commute downtown, but with four trains coming downtown in the morning, and outbound in the afternoon, there would be stops heading outbound in the morning and inbound in the afternoon for those who live in the city core and choose to work outside of the city too.

Kathy DeSpiegelaere commented that city residents and suburban residents would be served by commuter rail by the reverse commute and the location of the stations. Stations are being looked into somewhere in the vicinity of Snelling, and for the Forest Lake line, stops are being planned at the Union Depot and Maryland. These stops are considered very close in compared to other commuter rail lines and would serve many residents.

Commissioner Reinhardt asked who participates in Phase II. She questioned if representatives from the municipalities would be involved.

Al Vogel responded that the municipalities would be involved, but he was unsure on what level.

Commissioner Reinhardt commented that it would be appropriate for the municipalities that are directly impacted to participate in the Phase II Study. She also asked Al Vogel what his realistic estimate was on commuter rail existing.

Al Vogel answered that he cannot answer when he believes commuter rail will be up and running. He stated that the current timelines are estimated according to what has been learned in the Phase I Study and feasibility according to ridership estimates. These timelines are intended to be used for planning purposes only. The Phase II Study would be much more detailed and would be able to take into account more accurate operating, maintenance and capital costs.

Commissioner Wiessner requested clarification on the costs per mile, questioning if cost per mile was only operating cost and didn't include capital costs and if operating costs were only used for comparisons to other cities.

Al Vogel responded that there are three separate criteria; operation and maintenance cost per passenger, capital costs, and total cost per passenger mile. The total cost per passenger mile was the estimate used to compare costs to other cities. These estimates are significantly higher than other cities.

Commissioner Haigh motioned for RCRRA to indicate acceptance of the Phase I Study and support for moving ahead on the Phase II Study. Commissioner Reinhardt seconded this motion.

Ayes - 6, Nays - 0
Motion accepted.

WHEREAS, Congestion is increasing in the Twin Cities Metropolitan Area and the need to get access to jobs is important to citizens and to the region's economic vitality; and

WHEREAS, A variety of transportation solutions are needed to address mobility issues; and

WHEREAS, The Minnesota Department of Transportation has completed a feasibility study of commuter rail in the Twin Cities Metropolitan Area; and

WHEREAS, Ramsey County Regional Railroad Authority has had an opportunity to participate in the development of the study by having members on the Advisory Committee and the Steering Committee; and

WHEREAS, Ramsey County Regional Railroad Authority has received presentations on the feasibility study from the Minnesota Department of Transportation staff; Now Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority accepts the Feasibility Study; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority commends the Minnesota Department of Transportation on the objective, factual approach that has been taken to the study; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority supports the commitment the Minnesota Department of Transportation has made to involvement of all the cities along the priority commuter rail corridors in the next phase of commuter rail study to be undertaken.

4. Comprehensive Transportation Plan.

Due to time constraints, this item was tabled until the next RCRRA meeting.

5. Status of Right of Way from Beam Avenue to Bald Eagle Junction.

Kathy DeSpiegelaere provided background information on the Burlington Northern (BN) right of way from downtown St. Paul to Forest Lake that is one of the routes selected for further study in the Phase II Study. The City of White Bear Lake (WBL) applied for and was awarded in 1994 an ISTEA grant to build a trail on the BN right of way through the city of WBL. This right of way was not abandoned at that time and Minnesota Commercial continues to operate on it. In 1995, the RCRRA authorized staff to negotiate for purchase of the right of way. There have been negotiations and meetings but they have been complicated by the right of way still being used. The RCRRA has surveyed the property, had an appraisal completed, a Phase I assessment of the right of way is in process and issues with NSP have appeared to have been worked out. BN was responsible for negotiating with Minnesota Commercial for the purchase of the right of way. In October of 1997, RCRRA made an offer to BN for the right of way. This offer included keeping the tracks in place because the commuter rail study was taking place and an assessment of the condition of the tracks found that there was value to leaving the tracks in place. The offer to BN was rejected because BN said it was too low, and the RCRRA negotiator felt that a quick counter offer would be negotiating against ourselves. There has not been a subsequent offer made.

Commissioner Reinhardt summarized a memo sent to the Commissioners drafted on December 17, 1997 regarding the trail for WBL. The bikeway/walkway trail would run through five different County municipalities, but WBL initiated the grant process. The funding has specific timelines and the RCRRA needs to make a decision on a few issues before WBL can move forward on using the funding on the trail project or they may lose the funding.

Commissioner Reinhardt suggested some options for the RCRRA that would help WBL be able to keep their funding. One option was to show that with the recent findings of the commuter rail study, the Metropolitan Council could be approached to ask for an extension. Assuming that commuter rail does come into this area within the next six to ten years, that will make a difference in a couple areas of the trail. In some of the places on the right of way, it wouldn't be feasible for the trail and commuter rail to co-exist. Commissioner Reinhardt stated that the Parks and Recreation Department may be able to accommodate these areas.

Commissioner Ortega requested clarification on a couple of issues. He asked if there was a counter offer to BN for the purchase of the right of way, if the proposed commuter rail line overlaps the trail and how negotiations are going to work if the rail line overlaps the trail.

Kathy DeSpiegelaere explained that there hasn't been a counter offer for the purchase of the right of way and that the commuter rail line does overlap the trail. For commuter rail, it is not necessary for the RCRRA to acquire all the rail lines since the railroad companies would still be running cars on the same tracks. Up until now, it has been understood that if a trail was to be built on the right of way, the right of way would have to be purchased. Another option to this would be to lease the right of way, but the railroad company would have to agree to this also.

Commissioner Haigh questioned that if a lease would go through, what would that do to the concept of commuter rail for that area?

Commissioner Guerin commented that the RCRRA should be consistent on making decisions for using proposed rail lines for other activities than rail.

Commissioner Wiessner asked if commuter rail is using the corridor, and train companies use the same tracks, why would we purchase the right of way?

Kathy DeSpiegelaere answered that up until now, the RCRRA has been moving towards acquiring tracks and moving trains off the tracks, but the commuter rail study has changed that. There would not be a need to purchase the line in order to operate commuter rail along it.

Commissioner Reinhardt stated that in order for the City of WBL to keep the grant, the RCRRA has to decide on either helping the City request an extension on the grant, purchase the right of way or find another way to lease it to WBL to build the trail. Commissioner Reinhardt expressed that she felt the number one thing to do is to extend the funding time limit and the commuter rail study may help do this. She believed that it would be much harder and a longer process to acquire the right of way immediately from the railroad company and that would hinder WBL's plans to use the grant money.

Commissioner Rettman stated that she supports an extension and questioned how long an extension would take.

Commissioner Reinhardt said that the Metropolitan Council has said strongly that there will be no extensions. She believed that an argument on the findings of the commuter rail study changes what the initial plans of the corridor were. She said that an extension is vital but if that doesn't go through, then there has to be some sort of lease that takes valuable time to get also.

Commissioner Reinhardt compared this situation to the Phalen Berm issue, where a trail was to be built along the rail corridor and would be used until rail would be built. She stated that the commuter rail study changes the situation, since the timeline projections for commuter rail are sooner than what was thought prior to the study. She suggested coming up with an alternate plan now, so the trail and commuter rail can coexist.

Commissioner Rettman asked if an alternate plan needs to be introduced, shouldn't that be the responsibility of the municipality? She stated that this was done by the City of St. Paul on the berm issue.

Commissioner Reinhardt responded that the grant would cover the expenses of an alternative plan.

Commissioner Guerin questioned what WBL wants from the RCRRA.

Commissioner Reinhardt answered that WBL wants the RCRRA to have the right of way so a trail can be put in.

Greg Mack, Ramsey County Parks and Recreation Department, recommended working with WBL for an extension. He believed that this is in everyone's best interest. He also stated that ISTEA funded designs take a long time to process.

Greg Mack said that the commuter rail study identified the BN Corridor in two ways. One is to go straight down Phalen, through Swede Hollow and down to East Seventh Street. This would require removal of the trail that is there. The other is the M and D Junction, which is just south of Highway 96. There is an option of going off of that junction and heading south to St. Paul. If this one was the choice, then there is sufficient right of way to work from Highway 96 south and make the connection to Beam Avenue. If the tracks were to stay in place, construction of the crossing at 694 would exhaust the whole grant. If the study found that this isn't the corridor for commuter rail, then the bridges at Beam Avenue and 694 would be suitable for trail crossing.

Greg Mack laid out two plans. One would be for constructing in the existing right of way and in the location on where the tracks sit. He stated that this is the easiest and most cost effective from a trail perspective, but if in two years there is a determination that this route will be used for commuter rail, the money is wasted and the trail would need to be torn up.

Greg Mack said that when the funds were first sought, there was a projection of 15 to 20 years before rail would ever be built. Now, with the commuter rail study, the timeline projections are much sooner.

The arrangement was to coexist. Greg added that it is possible for a trail and commuter rail to coexist on this route, but the construction costs for a trail under these conditions would be very high.

Kathy DeSpiegelaere commented that if it is determined that the trail is the most suitable use for that right of way, than the RCRRA shouldn't be purchasing the right of way.

Commissioner Reinhardt stated that the RCRRA had already decided to try and purchase this right of way and the municipalities were under the assumption that this was going to happen and that is why the City of WBL initiated the project. She suggested that the RCRRA help with the extension so the City of WBL can move forward and the details would be worked out later. She also suggested that if an extension is not possible, the RCRRA enter into a lease agreement.

Commissioner Rettman pointed out that this railroad track is still owned and run by the railroad company and anything done with it needs to be approved by the railroad company. The timeline is dependant on the railroad.

Commissioner Guerin stated his support for the extension if the trail is built adjacent to the tracks so when rail comes, the tracks are in place, so there is compatibility.

Commissioner Haigh also stated her support for the extension but wanted more information about leasing and acquisition before supporting that.

Mark Sather, City Manager for the City of WBL, provided history on the relationship between the City and the RCRRA. When the RCRRA first began its study on the Northeast Corridor plan, the City embraced it and had many citizens and representatives involved on committees for it. The City is also strongly in favor of light rail but has many questions on commuter rail. Mark stated that the primary purpose for any public acquisition of the right of way would be for rapid transit. It was also recognized that if the corridor could be used for other uses such as trails along the right of way, then there would also be a dual use of the right of way. The County in 1998 adopted a resolution for co-use of the corridor with the trail being subordinate to rail. The City is not trying to change that view.

Mark Sather also stated that another understanding that the City had with the County was that the track along the right of way was not suitable for light rail. So, when portions of the right of way were to be abandoned, the County was going to purchase the right of way and take out the tracks. It was also noted that the City of WBL had not been included in the LRT plan which was modified at the City's request to include it, and it was mentioned that if LRT was built, it would take about 10 years to build north. He stated that funding agencies gave life expectancy estimates of trails 10-20 years. The bridges aren't compatible with both a trail and rail, but there were many obstacles known that would be worked through when the time came. The commuter rail study, however, complicated the design.

Mark Sather asked for consensus in supporting the extension. He stated that the Metropolitan Council didn't close the door on allowing extensions. He also requested support in notifying the Phase II Commuter Rail Study participants to make a quick decision on which corridor (Phalen or M and D Junction) would be the best option.

Al Vogel stated that the reason that the abandoned alignment is being considered was at the direction of the RCRRA staff. There is no preferred alignment and it would be very difficult to rush an opinion on that. There is a lot of work left to do and so far, there have just been four or five routes identified for further study. He commented that negotiating with the railroad companies is a very difficult and long process.

Commissioner Reinhardt motioned for support of the extension and continuation of negotiations for acquisition. She also suggested asking for an answer on alignments from the Study participants as soon as feasible. Commissioner Wiessner seconded the motion.

Commissioner Haigh noted that the corridor was originally looked at as a light rail corridor and just because the commuter rail study came out, we shouldn't give up on LRT.

Ayes - 6, Nays - 0
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority has been working since 1995 on purchase of the Burlington Northern/Santa Fe right of way from Beam Avenue to the North Ramsey County Line as a potential route for light rail transit; and

WHEREAS, Negotiations for the purchase of the rail line are continuing and have not concluded; and

WHEREAS, White Bear Lake has a federal grant for construction of a trail in the vicinity of the rail line; and

WHEREAS, The Minnesota Department of Transportation is completing a feasibility study of commuter rail lines in the Twin Cities metropolitan area. The line through White Bear Lake is a high priority corridor for commuter rail and is likely to receive additional study in subsequent phases of work; and

WHEREAS, It would therefore be premature to remove tracks along this line given the current status of commuter rail studies and the previous assessment of the track condition on this line completed by Ramsey County Regional Railroad Authority; and

WHEREAS, White Bear Lake's application for funds for trail construction assumed that the trail would be constructed in the location where the tracks are currently located; and

WHEREAS, The lengthy negotiations with the railroad and the recently initiated metrowide commuter rail study have complicated the resolution of issues in this corridor; Now Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority supports a request from the City of White Bear Lake to seek an extension of the grant for federal funds for potential trail construction in this corridor; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority will continue negotiations with Burlington Northern Santa Fe for purchase of the line from Beam Avenue to Bald Eagle Junction; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority requests that the Minnesota Department of Transportation evaluate as soon as possible the feasibility of two potential commuter rail alignments within the Northeast Corridor so that a determination can be made if the BN/SF line south of M and D junction is the preferred alignment for commuter rail in this corridor; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its staff to pursue an option of leasing the right of way from Burlington Northern Santa Fe if the purchase option is unable to move forward in a timely manner; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority reserves the right to examine lease and purchase option specifics before finalization of negotiations; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority affirms its support for light rail transit as an option for transit service this corridor.

6. Approve the Easement to Rod and Carol Klindworth for the Continued Location of a Portion of a Building on the RCRRA Northeast Corridor Right of Way Adjacent to the Property of 658 Bush Avenue, St. Paul and Authorize the Chairman of the RCRRA to Sign the Easements on Behalf of RCRRA.

Commissioner Guerin had questions on the type of property this was and motioned for this item to be tabled until the next RCRRA meeting so he can get additional information on it. Commissioner Haigh seconded this motion.

The meeting was adjourned at 3:25 p.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. H. Spiegelauer
Authorized Signature

1/29/98
Date

Board Action Requested

Comprehensive Transportation Plan

DISCUSSION ONLY

Request Justification

See attached memorandum from Paul Kirkwold.

Budgeting and Accounting

Van Winkle *2/3/98*

County Attorney

Daniel Mac Miller *2/3/98*

Risk Management

Documentation certified complete for:

March 17, 1998

Board Date

Kristine A. Longhenry
Signature

January 29, 1998
Date



Department of Public Works

Paul L. Kirkwold, P.E., Director and County Engineer

ADMINISTRATION/LAND SURVEY

50 West Kellogg Blvd., Suite 910

St. Paul, MN 55102 • (612) 266-2600 • Fax 266-2615

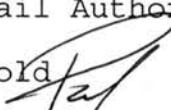
ENGINEERING/OPERATIONS

3377 N. Rice Street

Shoreview, MN 55126

(612) 484-9104 • Fax 482-5232

MEMORANDUM

To: Regional Rail Authority
From: Paul Kirkwold 
Date: January 2, 1998
Subject: Ramsey County Comprehensive Plan

At the December 16, 1997 Regional Rail Authority meeting we discussed the history of the current Ramsey County Comprehensive Plan; how it was developed and the public process used prior to approval by the County Board on December 8, 1980. The discussion included the State Legislative requirement for metropolitan counties to review and, if necessary, update their comprehensive plans by December 31, 1998 and that the County Board allocated \$100,000 to update the comprehensive plan.

At this meeting, the Department of Public Works will present the five elements of the comprehensive planning process and how they relate to detail, cost and public involvement. The five planning elements are:

- o vision - a description of the future which a plan is designed to create.

- o policy - a prescribed course of action in response to certain future conditions.

- o program - a broad plan to be followed to address future needs guided by established policies.

- o project - a series of decisions and actions to accomplish a specific portion of a program.

- o outcome - a performance based measure for determining how well a project is being performed and its impact.

Discussion at future meetings of the Regional Rail Authority will address the questions:

- o What should be contained in the updated plan?

- o How do we ensure coordination with other agencies?

- o How do we ensure the plan addresses the needs of the public?

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

3/2/98
Date

Board Action Requested

Authorize staff to issue a request for proposal for consultant services to prepare a Major Investment Study for the Riverview Transit Corridor.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed resolution
 2. Memo from K. DeSpiegelaere
 3. Request for proposals

Budgeting and Accounting

Ken Wahlap 3/3/98

County Attorney

Don McMill

Risk Management

Ken G. Kapler 3-6-98

Documentation certified complete for:

March 17, 1998

Board Date

Kristine A. Longhney
Signature

March 2, 1998

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, Ramsey County Regional Railroad Authority is completing a feasibility report of the Riverview Transit Corridor; and

WHEREAS, Federal funding in the amount of \$1,150,000 has been appropriated to Ramsey County Regional Railroad Authority for preparation of a Major Investment Study for the Riverview Corridor; and

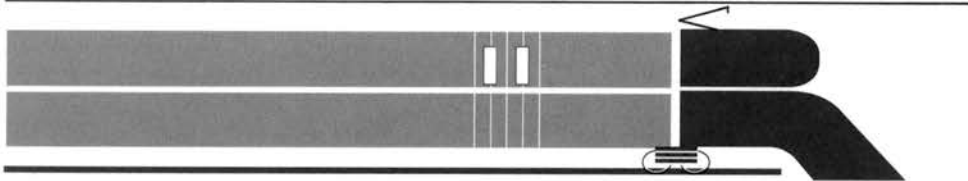
WHEREAS, The Major Investment Study examines alternative transportation options for the corridor and will be focused on public education, public involvement, land use/transportation relationships, economic development and transit service planning; Now Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes it staff to issue a request for proposals for consultant services for the Riverview Corridor Major Investment Study.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
Tony Bennett	___	___	___
Dino Guerin	___	___	___
Susan M. Haigh	___	___	___
Rafael E. Ortega	___	___	___
Victoria Reinhardt	___	___	___
Janice Rettman	___	___	___
Jan Wiessner	___	___	___

Rafael E. Ortega, Chairman

By: _____
Jan Wiessner, Secretary



Ramsey County Regional Railroad Authority

665 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 *KD*

Subject: Request for proposals for Major Investment Study
for Riverview Corridor

Date: March 2, 1998

A request for proposals for a Major Investment Study for the Riverview Transit Corridor is attached.

The Major Investment Study is a federal transportation process to examine alternatives for investing in major transportation projects. It is one of the preliminary steps necessary for federal funding for implementation of major transportation projects. It preceeds preliminary engineering, Environmental Impact Statement, final design and construction phases.

The focus of the work for this Major Investment Study will be on:

- o Public education
- o Public involvement
- o Land use/transportation relationships
- o Economic development
- o Transit service planning
- o Developing information about and consensus for implementing transit improvements both short term and long term in the Riverview Corridor.
- o Using engineering and environmental information obtained in the locally funded feasibility study for the Riverview Corridor being completed by the Regional Railroad Authority.

Ramsey County Regional Railroad Authority was allocated \$1.15 million from Congress in 1997 for this study. A 20% match is required. The grant application is being processed through the Federal Transit Administration and the Minnesota

Department of Transportation. The match was authorized by Ramsey County Regional Railroad Authority by resolution in 1997. It is also possible that state funds in the bonding bill currently under consideration in the Legislature could be used for the match for federal funds. The match will provide for compensation of staffing costs, including salaries, fringe benefits and overhead, of those who manage the project for the Regional Railroad Authority. When the grant is approved by the Federal Transit Administration, it will be brought to the Regional Railroad Authority for acceptance and for a budget adjustment for the local match for the federal funds. Although no complications with receipt of the grant are anticipated, the RFP indicates that there is no obligation of the RCRRRA to proceed with the work.

A list of firms that will receive the RFP is Attachment 1. Attachment 2 is the RFP.

Recommendation:

Consider the resolution authorizing issuing the RFP for the Riverview Transit Corridor Major Investment Study.

Riverview Corridor MIS RFP Mailing List

Att. 1

BRW
Attn: Dick Wolsfeld
700 South 3rd Street
Minneapolis, MN 55415

SRF Consulting Group, Inc.
Attn: Peter Fausch
One Carlson Parkway North
Suite 150
Plymouth, MN 55447

Parson, Brinderhoff,
Quade and Douglas, Inc.
2825 Lone Oak Parkway
Eagan, MN 55121

Vierbicher Associates
Attn: Marketing Director
400 Viking Drive
P.O. Box 379
Reedsburg, WI 53959

Vollmr Associates
Attn: Marketing Director
50 West 23rd Street
New York, NY 10010

J.D. Wilson & Associates
Attn: Marketing Director
9410 Hermosa Drive
Dallas, TX 75218-3549

Wilbur Smith Associates
Attn: Richard Tower
221 Main Street
Suite 1200
San Francisco, CA 94105

Prosser, Hallock
& Kristoff, Inc.
Attn: Marketing Director
8101 Philips Highway, #1
Jacksonville, FL 32256

Thomas Cooke Associates
Attn: Marketing Director
1944 Embarcadero
Oakland, CA 94606

Bucher, Willis
& Ratliff Corp.
Attn: Marketing Director
7920 Ward Parkway, #100
Kansas City, MO 64141

Buckhurst Fish
& Jacquermart, Inc.
Attn: Marketing Director
72 Fifth Avenue
New York, NY 10011

Post, Buckley, Schuh
& Jernigan, Inc.
Attn: Marketing Director
2001 NW 107th Avenue
Miami, FL 33172

Richards Consulting, Ltd.
Bruce J. Richards
312 Millaudon Street
New Orleans, LA 70118

Doherty, Rumble & Butler
Attn: Dick Nowlin
2800 World Trade Center
St. Paul, MN 55101

TransCare
Attn: Vince Jackson
1900 N Beauregard Street
Alexandria, VA 22311

Edgar & Kelsey, Inc.
Attn: Ribert Sands, P.E.
7401 Metro Boulevard
Suite 430
Mpls, MN 55439-3032

Raymond Kaiser Engineers
Attn: Marketing Director
1800 Harrison Street
P.O. Box 23210
Oakland, CA 94623

Darrel Berkowitz
TKDA
1500 Piper Jaffrey Plaza
444 Cedar Street
St. Paul, MN 55101

Wilbur Smith Associates
400 West Lake Street
Suite 204
Roselle, IL 60172

Maxim Technologies, Inc.
Attn: Scott Wallington
8235 Douglas Avenue
Suite 700
Dallas, TX 75225

Tom Matoff
LTK Engineering
27717 Road 92F
Winter, CA 95694

Burgess & Niple
Attn: Doug Moore
5085 Reed Road
Columbus, Ohio 43220

Parsons Trans Group
Barton Aschman Assoc, Inc.
Attn: David B. Warzala
111 Third Ave S, #350
Minneapolis, MN 55401

Douglas R. Champion
Dir of Major Products
Sverdrup Corporation
801 North Eleventh
St. Louis, MO 63101

Howard, Needles, Tammen
& Bergendorf
Attn: Richard Beckman
6700 France Avenue South
Minneapolis, MN 55435

LS Transit Systems, Inc.
Attn: Stanley G. Feinsod
One Ecker St, Suite 350
San Francisco, CA 94105

Padilla Speer Beardsley
224 Franklin Avenue W.
Minneapolis, MN 55404

Bill Beyer
Stageberg, Beyer, Sachs
115 North 4th Street
Minneapolis, MN 55401

Goff & Howard
Attn: Elwin Tinklenberg
255 E Kellogg Boulevard
Suite 102
St. Paul, MN 55101

Dennis Leach
Trans Management
505 Capitol Court NE
Suite 300
Washington, D.C. 20002

Thomas Learning Consult
1319 Goodrich Avenue
St. Paul, MN 55105

Mona Meyer McGrath
& Gavin
8400 Normandale Lk Blvd
Suite 500
Bloomington, MN 55437

Himle Horner
Attn: Tom Horner
8500 Normandale Lk Blvd
Suite 720
Bloomington, MN 55437

Ken Stevens
HCRRA
417 North 5th Street
Minneapolis, MN 55401

Hay Dobbs P.A.
210 Foshay Tower
821 Marquette Ave S
Minneapolis, MN 55402

Bill Morrish, Director
Design Center for the
American Urban Landscape
1313 Fifth St S.E., #222
Mpls, MN 55414-1546

Hall Kelly
661 Nason Hill Road
Marine St. Crx, MN 55047

Decision Resources
3128 Dean Court
Minneapolis, MN 55416

HDR Engineering, Inc.
5401 Gamble Drive
300 Parkdale 1 Building
Mpls, MN 55416-1581

Maxfield Research Group
620 Kickernick Building
430 First Avenue North
Minneapolis, MN 55401

Susan Maxman Architects
123 South 22nd Street
Philadelphia, PA 19103

ZGF
Attn: Greg Baldwin
320 SW Oak Street, #500
Portland, OR 97204

Paul F. Fish
FTA
200 West Adams
Suite 410
Chicago, IL 60606

Carl Ohrn
Metropolitan Council
Mears Park Centre
230 East 5th Street
St. Paul, MN 55101

Winsor Faricy Architects
421 North Wabasha
St. Paul, MN 55102

Ken Greenberg
Berridge Lewinberg
Greenberg Dark Gabor Ltd
257 Adelaide Street West
Suite 500, Toronto
Canada M5H 1X9

Hoisington Koegler Group
123 North 3rd Street
Minneapolis, MN 55401

CJ Olsen Market Research
2125 East Hennepin Avenue
Minneapolis, MN 55413

Korsunsky Krank Erickson
Architects, Inc.
300 - 1st Avenue North
Minneapolis, MN 55401

McComb Frank Roos Assoc.
15050 - 23rd Avenue North
Plymouth, MN 55447-4739

Public Strategies Group
Rick Heydinger
275 East 4th Street
Suite 710
St. Paul, MN 55101

Richardson Richter Assoc
Attn: Mary Richardson
413 Wacouta Street, #200
St. Paul, MN 55101

Dave Warner
SEH
3535 Vadnais Center Dr
Vadnais Hgts, MN 55127

Town Planning Collab
3346 Hennepin Ave South
Room 200
Minneapolis, MN 55408

Dan Cornejo
1657 Saunders Avenue
St. Paul, MN 55116

Gelbach Plus Gelbach
1600 University Ave W
Suite 406
St. Paul, MN 55104

Dahlgren Shardlow & Uban
300 - 1st Avenue North
Suite 210
Minneapolis, MN 55401

BIKO Associates, Inc.
2501 Dupont Avenue North
Minneapolis, MN 55411

Martinez Corportation
240 East Filmore Avenue
St. Paul, MN 55107

Northwest Assoc. Consult
5775 Wayzata Boulevard
#555
SLP, MN 55416-1231

Resource Strategies
6600 City West Parkway
Suite 340
Eden Prairie, MN 55344

Westwood Professional Serv
14180 West Truck Highway 5
Eden Prairie, MN 55344

The Al Chalabi Group
330 W. Dluersey Pkwy
Suite 1403
Chicago, IL 60657

Arlig Environmental, Inc.
3033 Excelsior Blvd.
Suite 300
Minneapolis, MN 55416

Bell Associates, Inc.
Attn: David Larcombe
18 Hurley Street
Cambridge, MA 02141

Biko Associates, Inc.
Attn: William Smith
2501 Dupont Avenue N.
Minneapolis, MN 55411

Beata E. Welsh
1509 W. Juneway
Chicago, IL 60626

Eco Source, Inc.
Attn: Bonnie Rubinstein
3033 Zarthan Avenue
Minneapolis, MN 55416

Elf Incorporated
Attn: Amy Flom
11540 W Theo Trecher Way
West Allis, WI 53214

JMS Communications
305 Kent Street
P.O. Box 26
Osceola, WI 54020

KFH Group, Inc.
4630 Montgomery Avenue
Suite 520
Bethesda, MD 20817

LJR, Inc.
Attn: Lisa Raduenz
1425 Sargent Avenue
St. Paul, MN 55105

K.T. Analytics, Inc.
103 Boughman's Lane
Suite 176
Frederick, MD 21701

LKC Consulting Services
4617 Montrose Blvd.
Suite C230
Houston, TX 77006

L.S. Gallegos & Assoc.
9137 E. Mineral Circle
Suite 220
Englewood, CO 80112

Lynne Bly & Associates
P.O. Box 464
30710 Ivywood Trail
Chisago City, MN 55013

Manuel Padron and Assoc.
1175 Peachtree Street
Suite 414
Atlanta, GA 30361

Mary Louise Poquette
2021 Humboldt Ave. S.
Minneapolis, MN 55405

Nakawatase, Wyns &
Assoc. Inc.
205 W. Wacker Dr., #1200
Chicago, IL 60606

Nelson/Nygaard Associates
Attn: Diane Nygaard
833 Market Street, #900
San Francisco, CA 94103

Popovich Lynch Assoc.
Attn: Diane P. Lynch
9064 Preserve Boulevard
Eden Prairie, MN 55347

Radde Botzek and Assoc.
Lucinda Radde Botzek
4724 North Victoria St.
Shoreview, MN 55126

Peggy A. Reichert & Assoc
617 Goodrich Avenue
St. Paul, MN 55102

Robin Kipke
2133 Kings Terrace
Woodbury, MN 55125

Sharon Decker Planning &
Research
4330 Wooddale Avenue
St. Louis Park, MN 55424

Thomas Research
Attn: Cynthia Thomas
1127 Oakcrest Avenue
Roseville, MN 55113

Transmart Tech, Inc.
6225 University Ave.
Suite 204
Madison, WI 53705

West Central Environmental
Consultant, Inc.
14 Green River Rd.
P.O. Box 594
Morris, MN 56267-0594

Dick Pratt
11112 Rokeby Avenue
P.O. Box 158
Garrett Park, MD 20896

March 7, 1998

REQUEST FOR PROPOSALS
MAJOR INVESTMENT STUDY

RIVERVIEW CORRIDOR
RAMSEY AND HENNEPIN COUNTIES, MINNESOTA

INTRODUCTION

Ramsey County Regional Railroad Authority (RCRRA) is issuing a request for proposals (RFP) for consultant services to conduct a federal process, Major Investment Study (MIS), for transportation improvements in the Riverview Corridor.

The MIS is a process for making decisions on major investments for a metropolitan area. It requires a focused examination at the corridor level. The purpose of this study is to identify with the community transit alternatives that will address problems, needs and opportunities in the Riverview Corridor in St. Paul and Minneapolis, Minnesota and develop recommended alternatives.

The contents of this RFP are:

1. Instructions to proposers
2. Background on the Riverview Corridor
3. Consultant's proposal
4. Draft contract

1. INSTRUCTIONS TO PROPOSERS

1.1. SUBMISSION OF PROPOSALS

Submit all proposals to Ramsey County Regional Railroad Authority addressed to:

Kathryn DeSpiegelaere
Ramsey County Regional Railroad Authority
665 Ramsey County Government Center West
Saint Paul, Minnesota 55102

Proposals must be received no later than 2:00 PM on Monday, April 27, 1998. Proposals received after this time and date will not be eligible for consideration.

The proposer shall submit one unbound reproducible original and 20 bound copies of its proposal in a sealed package addressed as noted above and marked, "Riverview Corridor Major Investment Study."

1.2 CLARIFICATIONS AND ADDITIONS

Any changes to the RFP will be made in writing and no verbal modifications will be binding.

1.3 CONTACT PERSON

The proposer's sole point of contact for this proposal is Kathryn DeSpiegelaere, 612-266-2762. No contact regarding this RFP is to be made with Board members of RCRRA or the staff team for this study.

Materials are available for review in the staff offices of Ramsey County Regional Railroad Authority during regular business hours. Please call for an appointment at 612-266-2760.

1.4 PROPOSAL FORMAT

Proposals shall be prepared two sided on 8 1/2 by 11 paper. The proposal should be indexed. The proposal should be clear when reproduced in black and white.

1.5 EXCEPTIONS/DEVIATIONS

Any exceptions to the requirements of this RFP, including the language in the sample contract, must be included in the proposal submitted by the proposer. Identify the exceptions as a separate element of the proposal under the heading, "Exceptions/Deviations."

1.6 CONTRACT AWARD

Issuance of this RFP and receipt of proposals does not commit RCRRRA to award a contract for the proposed work. RCRRRA reserves the right to:

- Reject any or all proposals received
- Cancel the entire request for proposals
- Issue a subsequent request for proposals
- Remedy technical errors in the request for proposal process
- Negotiate with any, all, or none of the proposers
- Reject and replace one or more subcontractors
- Contract for part but not all of the allotted budget with a team or individual contractor
- Withhold part of the budget and contract separately for individual work elements.

The issuance of this RFP does not commit RCRRRA to enter into a contract or to pay for any costs incurred in preparing a response to the RFP. RCRRRA reserves the right to have a consultant carry out a subtask independently of the team selected and within the overall project budget stated in this proposal and to have this work coordinated with that of the other consultants by the primary contractor.

1.7 CONTRACT TYPE

The contract resulting from this solicitation will be a cost plus fixed fee with a not to exceed limit.

1.8 SCHEDULE AND BUDGET

The project will build upon work already completed for the Twin Cities Metropolitan region and for this particular corridor.

The study is to be completed within 18 months following the authorization to proceed. The project will be funded by a federal grant. The consultant budget is \$1.15 million for both professional fees and expenses. A retainage will be required to assure acceptable results and timely completion of all project task.

Of the \$1.15 million total contract amount, the budget should reflect a 20% contingency fee set aside for issues that may arise during the course of the project that are at this time undefined.

1.9 SCHEDULE

Consultants will be selected in accordance with the following approximate schedule:

Issue request for proposal	March 18, 1998
Proposals due	April 27
Determine short list of consultants to be interviewed	May 7
Interviews	May 11
Selection of responders to proposal by RCRRA	May 19
Prepare work plan and sign contract	June
Notice to proceed	June
Completion date of work	December, 1999

1.10 PRECONTRACTUAL EXPENSES

RCRRA shall not be liable for any precontractual expenses incurred by proposers in the preparation of their proposals.

Precontractual expenses are defined as expenses incurred by the proposer in preparing its proposal response, submitting its proposal, negotiating with RCRRA on the proposals, and any other expenses incurred by the proposer prior to the date of execution of the contract.

1.11 PROPOSAL EVALUATION

Each proposal will be assessed on the basis of the following criteria:

Experience of the firm

The comprehensiveness, creativity, appropriateness and quality of experience of members of the firm

Responses of the references

Presence of the required disciplines

Demonstrated experience with performing comparable work

Experience of personnel

Experience, reputation and interpersonal skills of the project manager, including demonstrated ability to successfully lead projects

Creativity and interpersonal skills of key project staff

Level of effort and participation of key personnel

Experience, education and qualification of key personnel with similar roles and projects

Work plan

Creativity, quality and response on the public involvement process

Understanding of the nonengineering approach of this MIS and the value placed on public education and involvement, land use and economic development in this project.

Responsiveness to the RFP.

Understanding of the project objectives and work tasks.

The ability to translate the project objectives into actions as demonstrated in past experiences

Completeness and clarity of the proposal

Scope of work approach, creativity, timing and substance

Ability to complete the project in a timely manner

Cost Allocation

Allocation of resources among work tasks (including person hours)

Cost relative to proposed level of effort and products

Ability to perform project within budget, including demonstrated work efforts of a similar nature that came in at or under budget. Provide specific studies and names and phone numbers of contact persons.

Disadvantaged Business Enterprises

Level of participation of DBE's and WBE's

Scope of services to be provided by DBE's and WBE's

Other factors

Any other factors determined to be relevant by review team

2. BACKGROUND ON THE RIVERVIEW CORRIDOR

2.1 LOCATION

The Riverview Corridor is located between the Lower East Side of St. Paul (approximately the area of Seventh and Arcade Streets) through downtown St. Paul and into Hennepin County to the Minneapolis St. Paul International Airport. It extends, with the Hiawatha Corridor, to the Mall of America. A map illustrating the corridor location is attached.

2.2 PROBLEMS/NEEDS/OPPORTUNITIES

The Riverview Corridor offers opportunities for redevelopment. Areas in downtown St. Paul, the East Side of St. Paul and along the Mississippi River are being redeveloped. Examples are Crosby Lake Business Park and the Koch Mobil site. The Metropolitan Council has placed a high priority on redevelopment in the urban core area and in the Riverview Corridor.

There is congestion on roadways in the Riverview Corridor. Interstate 35E has limited expansion potential and is congested, with 60 - 86,000 vehicles per day. Shepard Road, a facility that parallels the Riverview Corridor, will be congested by the year 2020. Its proximity to the Mississippi River severely constrains ability to expand the roadway. West Seventh Street/Fort Road is a four lane arterial which carries 30-40,000 vehicles per day west of Lexington Avenue. Access to downtown St. Paul and the Minneapolis/St. Paul International Airport and points between them will be compromised at peak hours. The ability to add highway capacity is constrained.

There will be an increase of 20 percent in households from 15,000 to 19,000 in the corridor between now and the year 2020. There will be an increase in the corridor in jobs of 13.2 percent in the next 20 years, from 61,000 to 70,000. Special event traffic is a regular occurrence in this corridor, with major attractors that include downtown St. Paul, Science Museum, Ordway Theater, Children's Museum, RiverCentre, Fort Snelling, State Capitol and the Landmark Center, some of which are being expanded. The Mall of America, at the terminus of the Riverview Corridor, attracts 40 million visitors per year and plans to expand.

There are low and moderate income residents in the Riverview Corridor. Poverty rates in census tracts in 1989 varied from 8 to 14% and were as high in some census tracts as 28 to 76%.

Welfare to work legislation has resulted in a need for many low-income residents to find work. In Ramsey County, about 10,000 families are impacted by federal and state welfare reform legislation. Approximately 600 families live in the Riverview Corridor area, and of those less than 25% own cars. Transit improvements in service and availability improve their access to jobs and child care.

Transit use in the Twin Cities region is decreasing. Auto use is increasing at a rate that exceeds population and employment growth. These trends, along with constraints on financing of transit improvements, have resulted in increased impacts in neighborhoods of auto traffic and decreased access to services.

The Riverview Corridor provides connections to the Phalen Corridor, downtown St. Paul and to the Hiawatha transitway corridor in Minneapolis, where light rail transit and a dedicated busway are being considered from downtown to the airport and the Mall of America. It also connects to potential commuter routes being studied by the Minnesota Department of Transportation. A station at Union Depot in St. Paul is part of three routes being studied.

3. CONSULTANTS PROPOSAL

3.1 LETTER OF TRANSMITTAL

Address the letter of transmittal to:

Kathryn DeSpiegelaere, Director
Ramsey County Regional Railroad Authority
665 Ramsey County Government Center West
50 West Kellogg Boulevard
Saint Paul, Minnesota 55102

The letter of transmittal must include the following:

Identify the name, address and telephone number of each firm that makes up the team if more than one firm is involved.

Indicate the ability to complete the project within the timeframe.

Indicate that the costs proposed are valid for six months after the date of the proposal.

Acknowledge receipt of additions to the RFP, if any.

Name, title, address, telephone and fax number of contact person during the evaluation period for the proposal.

Signature of a person authorized to bind the offering to the terms of the proposal.

3.2 CONSULTANT TEAM ORGANIZATION

In this section provide an organization chart showing the interrelationship of the consultant's team members and key personnel. Identify the team members' areas of responsibility. Provide subconsultants' company name, address, contact person, and telephone number. Describe your previous experience working with each subconsultant.

3.3. QUALIFICATIONS AND EXPERIENCE

Identify similar projects (MIS and other experience with transit, economic development, land use, public education, visual representation of transit projects, public involvement, community organizing) undertaken by the consultant team within the last five years. Document the team members' actual responsibility on the project. For each project, provide the client's name, address and telephone number for the person who is currently available to discuss the firm's performance and that of key personnel on the project listed.

Identify the Disadvantaged Business Enterprise and Women Business Enterprise firms participating in the project. Provide certified documentation of their DBE status. Note that in accordance with FTA regulations, the RCRRA's policy is that DBE's and WBE's shall have the maximum opportunity to participate in the performance of the work.

3.4 KEY PERSONNEL

For each of the key personnel shown in the organizational chart, provide a resume. Provide a matrix showing the key personnel's experience on the project identified in section 3.2 above. Describe the role the key personnel had on the project.

3.5. WORK PLAN

The MIS is to conform with the principles, guidelines and regulations of the Federal Transit Administration

and Federal Highway Administration. The work plan shall contain a description of each task to be performed, identify the relationships among the tasks, clearly identify major review and decision points, and specify the deliverables and work products for each task. All proposals shall demonstrate a thorough understanding of the transportation MIS process and be responsive to new start criteria for major transit projects. The work plan should demonstrate in a tangible way that the public, not engineering principles, will lead on this project.

A. Project understanding

Provide a brief, concise, section that demonstrates consultant's understanding of each element of the project and why the consultant or team should be selected for this element of the project. Details on cost per subarea, divided by the following major task areas should be provided:

Public education and involvement
Land use and economic development
Station area design
Transit service planning
Engineering
Environmental
Financial
Overall project management and report preparation
Other -- define it

B. Project methodology

Indicate the specifics of how each task will be undertaken.

C. Statement of products

Indicate the products that will be produced for each task, such as reports, surveys, files, visuals, etc. The consultant team will be required to document each major work task. Methodology reports must cover technical aspects of the analysis -- see section M.

D. Review of existing and ongoing studies, future plans and projects

Before proceeding with the MIS, a compilation, summarization and analysis of previous work in this corridor and on other relevant projects is required. This will include Riverview Transit Corridor Study technical memorandums, Hiawatha Corridor Studies, Riverfront Development Plans, St.

Paul Comprehensive Transportation Policy Plan, Metropolitan Council Blueprint, and other studies.

A review with public project staff of MIS requirements as they pertain to this study will also be undertaken.

E. Public Education and Involvement

Public education and involvement will be the leading elements of this study.

The goals of the public education and involvement process should be proposed by the consultant. They will be revised with input from the community. Examples may include:

Increasing the knowledge of the public about transit options and the role of transit in the region and community, now and in the future.

Involving the community in transit decisions for this corridor, including land use and economic development decisions related to transit.

Learning opinions about transit issues of community residents who aren't traditional neighborhood activists.

Communicating with the residents and businesses in the corridor and the public at large.

Gaining participation of agencies required to be part of the MIS process.

Facilitating decisions that are made about transit in this corridor.

Improving transit ridership in the Riverview Corridor.

Developing plans and programs to implement short term (six months to two years), intermediate term (two years to seven years) and longer term transit improvements in this corridor.

Methods to achieve these goals and ways to measure the outcomes should be proposed by the consultant. Innovation and creativity are encouraged. A protocol for public involvement will be developed as part of this work. Emphasis on proposing methods to engage those not likely to be involved in traditional ways is sought.

There will be a Riverview Corridor Task Force meeting during the course of the MIS. Membership includes neighborhood representatives, business representatives, elected officials and citizens at large.

The role of the Task Force will be determined by the Task Force and may include:

To guide the community education and involvement process;

To provide overall comments and recommendations throughout the course of the study;

To be the umbrella for subgroups working on specific issues relating to land use/transit, transit service plans, access to transit, public education;

To speak to other groups about transit plans and programs being undertaken in the Riverview Corridor.

There will be a Technical Staff Group comprised of representatives of the following organizations:

Metropolitan Council, City of St. Paul, Hennepin County Regional Railroad Authority, Metro Transit, Minnesota Department of Transportation, St. Paul Port Authority, Riverfront Development Corporation, Metropolitan Airports Commission, City of Minneapolis, Ramsey County Regional Railroad Authority.

The role of the Technical Staff Group will be to assist RCRRA staff in guiding the consultant work during the course of the study and to provide guidance to the consultants on data sources, agency policies, etc.

Specific methods to achieve the public education and involvement goals should be identified by the consultant. Examples are:

Information that is presented in an understandable manner.

Meetings will be staffed by RCRRA and consultant staff. The consultant team will be responsible for finding meeting locations, notifications about the meeting, preparing agendas and supporting materials, preparing summaries of the meetings.

One on one and small group meetings will also occur during the study.

Preparation of a freestanding display that can be updated throughout the course of the study.

Child care reimbursement may be provided from the consultant project budget for certain public meetings to encourage attendance.

Workshops and fairs facilitated by the consultant team in the corridor.

Comprehensive media strategies led by RCRRA with assistance from the consultant.

Information and programs about transit targeted to elementary age children.

Cable or other TV presentations about transit and this corridor.

Internet information.

Public hearings.

Videos that illustrate alternative transit technologies including buses, busways and rail and videos that compare the alternatives.

Surveys.

Methods to convey information and obtain information from groups and individuals who may use a language other than English should be proposed. Printing of materials in other languages may be part of this task but is not the only expectation.

- F. Develop with RCRRA and stakeholders problem statement, goals, evaluation criteria and outcomes for the proposed transit project.

The consultant shall prepare in consultation with RCRRA and the public a problem statement and an evaluation methodology that will be used to organize and present the planning, design, environmental and technical information developed during the course of the MIS. The process should clearly identify the benefits and positive attributes of each alternative. Likewise, the consequences, both negative and positive, should be presented. In addition to evaluation criteria, measurements for assessing the criteria should be proposed.

G. Identify alternatives to address the goals, objectives and needs with RCRRRA and stakeholders.

H. Land use relationships/ economic development potential

Land use and economic development in relation to transportation are to be emphasized in this study. Initial station areas are to be developed with the community.

The consultant should propose ways to link transit and land use with economic development in this study and should identify how that will be accomplished and measured. Parking issues should also be addressed. Ways to strengthen long term sustainable transit ridership and the vision for this area should be addressed.

The consultant should consult St. Paul land use and transportation policies and completed and ongoing works relating to land use and studies in the corridor area.

I. Proposal of policies and actions which would enhance the use and benefits of the alternatives.

The consultant should propose policies and actions to enhance transit use and benefits. Examples may include:

public policies and actions

user incentives

potential for growth redistribution

land use planning and zoning

forecast patronage -- identify policies and scenarios that would improve transit ridership in the corridor

development/joint development opportunities

right of way preservation

J. Station area design

Station area plans are to be prepared in this study. Identify ways those plans will be prepared, what will be included and the level of detail to be expected from this task. Economic

development anticipated to occur at specific station areas should be identified.

K. Center city issues

The consultant should address issues of particular interest in downtown St. Paul relating to transit. Access, connection to current and proposed development and parking are examples of the issues that will need to be addressed.

Coordination will occur with City of St. Paul, Capital City Partnerships, Riverfront Development Corporation, Building Owners and Managers Association, St. Paul Area Chamber of Commerce and others.

L. Financial analysis

The consultant will analyze the financial implications of the alternatives, both operating and capital.

M. Engineering

Much of the engineering work sufficient for an MIS has been completed in a feasibility study. A detailed level of engineering is not desired at this phase of work. Additional engineering areas to be addressed in this study are:

Connection to Hiawatha Corridor

Eastern terminus of the Riverview Corridor

River crossing at TH 5 and at Ford Bridge

West Seventh LRT alignment

Right of way constraints

The TSM (transportation system management) alternative

The TSM alternative should include an optimum mix of components that could be done in the short term that would enhance more capital intensive transit options in the longer term and should include physical and operational efficiencies in the transit system including intersection improvements, minor widening, focused traffic engineering actions, expanded and modified bus service, transit stations and improved methods of access to transit services. Marketing should also be addressed.

Forecasts of patronage. The consultant will provide 2020 ridership forecasts for up to three alignments and will complete sensitivity analysis of the forecasts. Trip generation rates and trip distribution assumptions used in the modeling will be consistent with the regional travel demand model. The forecasts will assume a connection to the Hiawatha Corridor.

Capital and operating costs have been calculated for some of the alternatives. Ridership forecasts have been prepared for some of the alternatives. Additional forecasts will be needed on the West Seventh LRT alternative and sensitivity analyses should be performed to determine impacts of policies on forecasts.

Additional updating may be done on missing elements and any new alternatives that arise during the initiation of the MIS.

N. Social, economic, environmental, environmental justice

Many of the social and environmental issues in the corridor were assessed at a sufficient level of detail for an MIS in the feasibility study. The consultant should identify additional areas that may need to be addressed in this study. A detailed level of analysis is not desired at this phase of work.

Potential impacts during construction, as well as long term impacts, are to be assessed. The environmental impact statement is not part of this process.

Initiation of the Section 106 process of the National Historic Preservation Act will be made in a subsequent phase of work.

0. Transit service plan

1. Collect and analyze data concerning:

- * existing transit and paratransit services in the corridor
- * population and employment concentrations in the corridor
- * transit dependent market segments
- * travel desires

This data should be reviewed, displayed and

analyzed based on existing information as well as that projected for 2010 and 2020. Trends that may influence transit service changes or need for changes should be identified.

2. Identify any data deficiencies and determine the need for surveys, focus groups, etc. to supplement available and projected data on service or needs.

3. Based on this information, identify transit needs that are currently being met, those that are not, and any inefficiencies in existing service.

4. Identify a variety of transit options that may be applicable in the corridor, including service characteristics that may be appropriate for meeting the needs identified. The improvements should be categorized as short term (six to 24 months), mid term (2 to 7 years and long term (7 plus years). Provide relevant data to describe pros and cons of service options.

5. Develop detailed service, capital facilities and financial plans to implement the preferred short and mid term improvements. Recommend ways to develop and enhance long term vision for the corridor.

P. Next steps

The consultant should identify what needs to occur in order to implement the selected alternative.

Q. Products/deliverables.

The consultant's work is to be documented in a series of methodology reports as the study proceeds. The reports shall contain clear and understandable text and graphics. One unbound original and 30 copies of each milestone report and 50 copies of technical memorandums are to be submitted. Color graphics may be used if they reproduce clearly in black and white. All reports should be 8 1/2 by 11.

In order to minimize revisions and reprints, RCRR staff will review drafts of all documents and minutes before the text is finalized.

A draft final report, executive summary of the final report and a final report and executive summary are to be produced. One unbound reproducible original and 200 copies of each of

the full reports is to be provided. Four hundred copies of the executive summary are desired, along with an unbound original.

The final report will document the MIS process, the evaluation and present a preferred alternative. A video presentation of the executive summary is to be provided.

R. Certification requirements

An official authorized to bind the consultant must certify as part of the proposal the following:

The consultant and all of its subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

That no federal appropriated funds have been or will be paid, by or on behalf of the consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement.

If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with any application to FTA for federal assistance, the consultant assures that it will complete and submit standard form LLL, "Disclosure form to report lobbying," including the information required by the form's instructions, which may be amended to omit such information as permitted by 31 U.S.C. 1352.

4. CONTRACT CONDITIONS

The following terms and conditions, together with any necessary federal or state requirements, shall be incorporated into the agreement with the successful proposer. The RCRA will be entering into an agreement for the distribution of Federal Transit Administration funds with the Minnesota Department of Transportation. The terms and conditions set forth in said grant agreement will be incorporated into the

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:

\$2,000,000 each event limit
\$2,000,000 general aggregate
\$2,000,000 products/completed
operations total limit
\$2,000,000 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: \$750,000 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 (such coverage shall include contractual liability coverage over this agreement)

Minimum limits:
\$2,000,000 per claim
\$2,000,000 aggregate

5) Fidelity bond (covering Contractor's employees having access to money or any advances provided to contractor) in total amount of \$_____ (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 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 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 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 allow, 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 RCRRA 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.

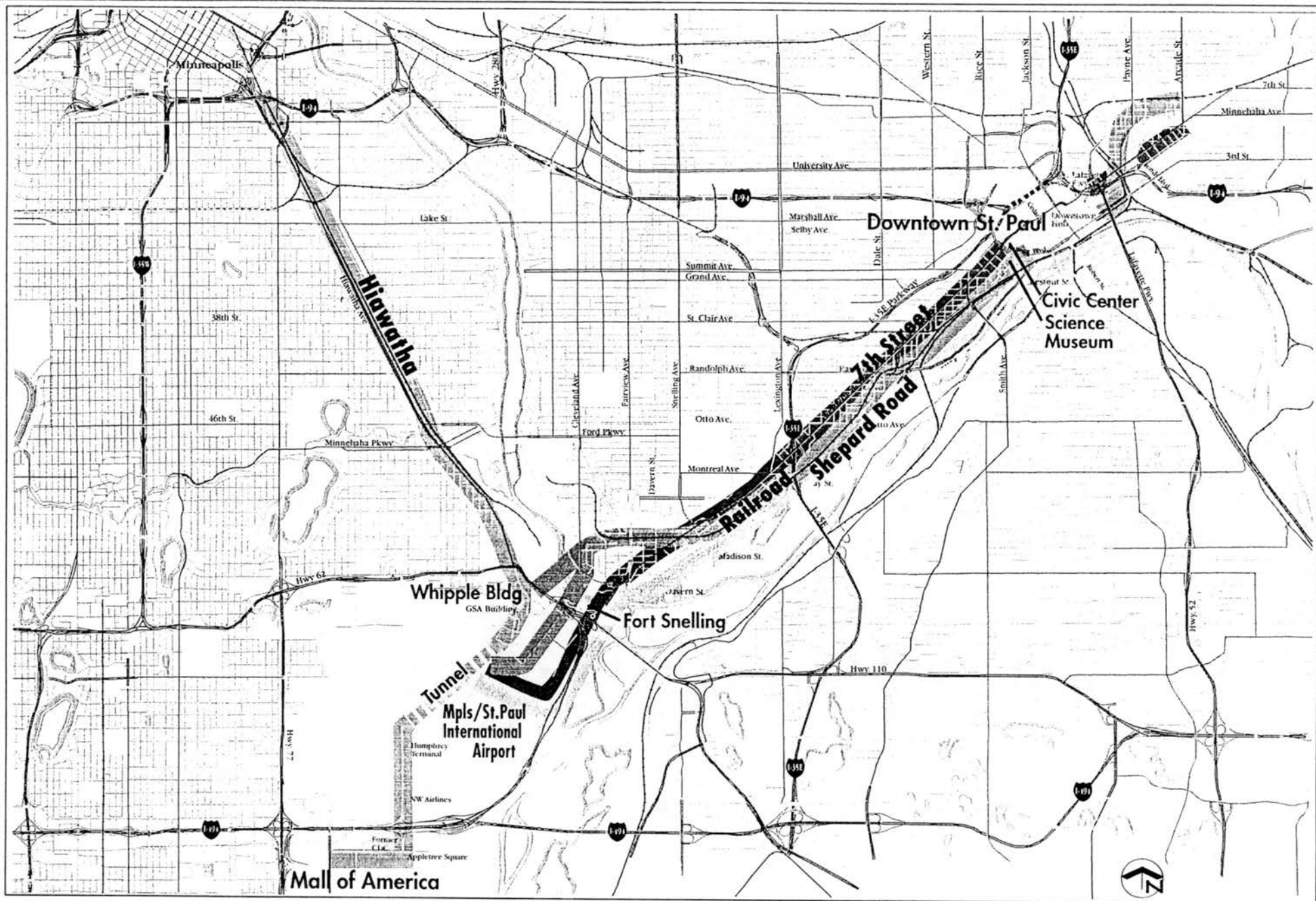
14. Conflict of Interest. The Contractor affirms that, to the best of Contractor's knowledge, Contractor's involvement in this contract does not result in a conflict of interest with any party or entity which may be affected by the terms of this contract. The Contractor agrees that, should any conflict or potential conflict of interest become known to Contractor, Contractor will immediately notify the RCRRA of the conflict or potential conflict, specifying the part of this contract giving rise to the conflict or potential conflict, and will advise the County 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 June, 1998 through December, 1999 or until earlier terminated by the parties hereto pursuant to this Agreement.

17. Ownership of Work Products. All work products, including but not limited to concepts, ideas, layouts, drawings, maps, models, computer program or simulations, photography, scripts, graphics, reports and recommendations prepared or furnished by the consultant pursuant to this agreement shall be the property of the RCRRA; provided however, that the consultant shall be entitled to retain copies of all such work products. No work products or other information generated under this agreement shall be released by the consultant, employees or agents without the express written approval of the RCRRA's authorized representative.

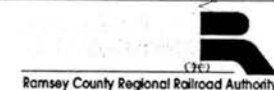
18. Entire Agreement. This agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.



Hiawatha/Riverview Transit Corridor Study



Transitway Alternatives for Riverview Corridor



4

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kilaspiegel
Authorized Signature

3/2/98
Date

Board Action Requested

Legislative update.

DISCUSSION ONLY

Request Justification

Discussion will occur at the meeting.

Budgeting and Accounting

Vern Wohlgast 3/3/98

County Attorney

Dan Marshall

Risk Management

Documentation certified complete for:

March 17, 1998

Board Date

Kristine A. Longhenry
Signature

March 2, 1998

Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Authorized Signature

3/2/98

Date

Board Action Requested

- A) Approve the Construction Agreement between RCRRA and MCI Telecommunications Corporation to install fiber optic cable along RCRRA right of way from Bush Avenue to Earl Street in St. Paul.
- B) Authorize the Chairman of the Ramsey County Regional Railroad Authority to sign the Construction Agreement on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

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

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

March 17, 1998

Board Date

Kristine A. Longhenry

Signature

March 2, 1998

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, MCI Telecommunications Corporation, has requested permission to use a portion of the right of way from Bush Avenue to Earl Street in St. Paul to install a fiber optic communications cable; and

WHEREAS, A construction agreement has been negotiated to provide for the installation of the fiber optic cable; and

WHEREAS, The granting of this construction agreement will not affect the future development potential of the corridor for light rail or trail use; Now Therefore Be It

RESOLVED, That the construction agreement is hereby approved; and Be It Further

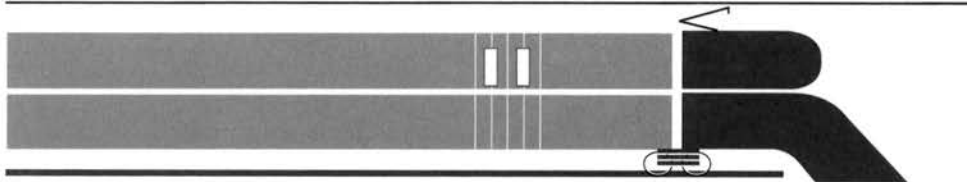
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the construction agreement on behalf of Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	___	___	___
Dino Guerin	___	___	___
Susan M. Haigh	___	___	___
Rafael E. Ortega	___	___	___
Victoria Reinhardt	___	___	___
Janice Rettman	___	___	___
Jan Wiessner	___	___	___

Rafael E. Ortega, Chairman

By: _____
Jan Wiessner, Secretary



Ramsey County Regional Railroad Authority

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

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners

From: Kathryn DeSpiegelaere, Director of LRT Planning

Subj: Construction Agreement, between Bush Ave. and Earl St., St. Paul
MCI Telecommunications Corporation

Date: February 20, 1998

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRRA from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line. RCRRRA has entered into a Joint Powers Agreement and separate easement agreements with the City of St. Paul and Ramsey County to provide for the planning and development of the Northeast Corridor for joint light rail transit and recreational trail use.

RCRRRA has also developed a Northeast Corridor Management Plan, which provides management guidelines for the property. The policy provides for legitimate use of the property with several requirements.

In June of 1997, RCRRRA received a request from MCI Telecommunications Corporation, to install a fiber optic communications cable along its right of way from Bush Avenue Earl Street in St. Paul.

The fiber optic cable will be installed by boring with due care to avoid the recreational trail and planted trees.

The construction agreement was reviewed by RCRRRA staff and City Parks staff. Construction will not adversely affect the trail.

MCI Telecommunications Corporation has provided certificates of insurance satisfactory to the Risk Manager,

Installing this fiber optic cable will not adversely affect the RCRRA from using the right-of-way for transit or trail purposes.

Recommendation:

Approve the construction agreement with MCI Telecommunications for the installation of a fiber optic cable along the RCRRA right-of-way from Bush Avenue to Earl Street in St. Paul,

Authorize the Chairman of the Regional Railroad Authority to execute the construction agreement on behalf of the Authority.

Attachments

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

6

REGIONAL RAILROAD AUTHORITY

K. H. Spigelauer
Authorized Signature

3/2/98
Date

Board Action Requested

Ratify quarterly report of payments for October 1 through December 31, 1997.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed Resolution
 2. Memorandum from J. Van Houdt, dated February 2, 1998
 3. Budget Condition Report as of December 31, 1997
 4. Detail Disbursement Report for October through December, 1997

Budgeting and Accounting

Vern Wallap 3/3/98

County Attorney

Don Mac Millan

Risk Management

Documentation certified complete for:

March 17, 1998

Board Date

Kristine A. Longhenry
Signature

March 2, 1998

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 October 1, 1997 through December 31, 1997, 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.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
Tony Bennett	___	___	___
Dino Guerin	___	___	___
Susan M. Haigh	___	___	___
Rafael E. Ortega	___	___	___
Victoria Reinhardt	___	___	___
Janice Rettman	___	___	___
Jan Wiessner	___	___	___

Rafael E. Ortega, Chairman

By: _____
Jan Wiessner, Secretary



Office of Budgeting and Accounting

James Van Houdt, Director

270 Court House
15 West Kellogg Boulevard
St. Paul, MN 55102

Tel: 612-266-8041
Fax: 612-266-8066

M E M O R A N D U M

TO: Terry Schutten, County Manager
FROM: *JVH* James Van Houdt, Director-Budgeting & Accounting
DATE: February 2, 1998
SUBJECT: Ramsey County Regional Railroad Authority
Quarterly Report of Payments: October-December, 1997

Ramsey County Regional Railroad Authority Resolution of October 5, 1987, authorized the Budgeting & 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	\$ 55,931.83
59109	Northeast Corridor Maintenance Kellogg to Beam	11,649.64
59112	Northeast Corridor Beam to No. County Line	9,529.42
59113	Commuter Rail Demonstration Project	3,505.51
59114	Riverview Corridor Transit Study	47,750.67
		<u>\$128,367.07</u>

We are attaching the following reports:

- A. Budget Condition Report as of December 31, 1997.
- B. Detail Disbursements for the period October through December, 1997.

JVH:VW:vw
Attachments

cc: K. DeSpiegelaere, Director
Ramsey County Regional Railroad Authority Planning

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							
STATE AUDITOR								
020122	1,739.00	1,185.00	0.00	554.00	554.00	0.00	0.00	68.14
--								
LEGISLATIVE REPRESENTATIVE								
020154	28,839.00	0.00	0.00	28,839.00	28,839.00	0.00	6,161.00	
--								
COUNTY ATTORNEY SERVICES								
020174	8,545.00	5,288.76	3,256.24	3,256.24	0.00	0.00	0.00	61.89
--								
BUDGETING AND ACCOUNTING SERVICES								
020179	7,000.00	85.35	7,851.32	6,914.65	936.67CR	0.00	0.00	1.22
--								
DATA PROCESSING SERVICES-MTCE								
020185	3,368.00	2,354.78	7,971.77	1,013.22	6,958.55CR	0.00	0.00	69.92
--								
COUNTY PROJECT MANAGEMENT SERVICES								
020193	171,000.00	108,523.40	30,000.00	62,476.60	32,476.60	0.00	7,000.00	63.46
--								
POSTAGE								
020202	2,500.00	264.59	200.00	2,235.41	2,035.41	0.00	0.00	10.58
--								
TELEPHONE LONG DISTANCE CHARGES								
020207	300.00	85.12	60.00	214.88	154.88	0.00	0.00	28.37
--								
TELEPHONE-LOCAL SERVICE								
020208	2,100.00	1,604.05	550.65	495.95	54.70CR	0.00	0.00	76.38
--								
TELEPHONE-EQUIPMENT RENTAL								
020209	200.00	0.00	0.00	200.00	200.00	0.00	0.00	
--								
PAGER SERVICES								
020217	0.00	79.88	0.00	79.88CR	79.88CR	0.00	0.00	
--								
TRANSPORTATION ALLOWANCE								
020301	500.00	227.14	272.86	272.86	0.00	0.00	0.00	45.43
--								
MESSENGER SERVICE								
020305	850.00	86.15	50.00	763.85	713.85	0.00	0.00	10.14
--								
PRINTING & STATIONERY								
020501	5,000.00	1,585.46	1,552.41	3,414.54	1,862.13	0.00	0.00	31.71
--								

6

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 *				
	LIABILITY & PROPERTY DAMAGE							
020611	850.00	715.00	0.00	135.00	135.00	0.00	0.00	84.12
--								
	EQUIPMENT & MACHINERY REPAIRS							
020803	2,000.00	637.96	1,000.00	1,362.04	362.04	0.00	0.00	31.90
--								
	BUILDINGS & OFFICE SPACE							
020906	12,883.00	12,662.00	0.00	221.00	221.00	0.00	0.00	98.28
--								
	PARKING SPACE							
020909	800.00	433.42	440.00	366.58	73.42CR	0.00	0.00	54.18
--								
	BOOKS, PERIODICALS, SUBSCRIPTIONS							
021101	500.00	34.85	60.00	465.15	405.15	0.00	0.00	6.97
--								
	TUITION							
021134	1,000.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00	
--								
	CLERICAL SERVICES							
021176	7,000.00	2,459.60	0.00	4,540.40	4,540.40	7,000.00	0.00	35.14
--								
	EMPLOYEE DEVELOPMENT							
021180	500.00	0.00	0.00	500.00	500.00	0.00	0.00	
--								
	INTEREST							
021192	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
--								
	MEMBERSHIP & DUES							
021401	500.00	589.00	0.00	89.00CR	89.00CR	0.00	0.00	117.80
--								
	CONFERENCE & SEMINAR EXPENSES							
021403	6,000.00	24,991.41	1,500.00	18,991.41CR	20,491.41CR	0.00	0.00	416.52
--								
	OTHER TRAVEL							
021407	10,000.00	4,009.19	1,235.41	5,990.81	4,755.40	0.00	0.00	40.09
--								
	VOLUNTEER/COMMITTEE MEETING EXPENSE							
021408	200.00	1,385.82	0.00	1,185.82CR	1,185.82CR	0.00	0.00	692.91
--								
	ED MEETING EXPENSES ACCOUNT							
021409	3,000.00	122.43	1,425.00	2,877.57	1,452.57	0.00	0.00	4.08
--								
TOTL 02	277,174.00	169,410.36	57,425.66	107,763.64	50,337.98	7,000.00	13,161.00	61.12

4

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			* CONTINUED *					
	OFFICE SUPPLIES								
030101	2,700.00	670.79	300.00	2,029.21	1,729.21	0.00	0.00		24.84
--									
	COMPUTER OPERATING SUPPLIES								
030201	1,000.00	138.74	0.00	861.26	861.26	0.00	0.00		13.87
--									
TOTL 03	3,700.00	809.53	300.00	2,890.47	2,590.47	0.00	0.00		21.88
	OFFICE FURNITURE AND EQUIPMENT								
040303	800.00	0.00	0.00	800.00	800.00	0.00	0.00		
	DATA PROCESSING EQUIPMENT								
040311	6,161.00	0.00	6,161.00	6,161.00	0.00	6,161.00	0.00		
CURR ORG-TOT	287,835.00	170,219.89	63,886.66	117,615.11	53,728.45	13,161.00	13,161.00		59.14

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
----------------------	-------------------------------	--------------------	------------------------	-----------------------	-------------------------	---------------------	------------------------	------------	------

R96 59101 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

000000	63,336.50	16,475.36	0.00	46,861.14	46,861.14	0.00	0.00	26.01	
ORG-TOT	351,171.50	186,695.25	63,886.66	164,476.25	100,589.59	13,161.00	13,161.00	53.16	

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
59103	RCRRA - PHASE 1 PRELIMINARY ENGINEERING							
020102	CONSULTING SERVICES 75,637.68	0.00	0.00	75,637.68	75,637.68	0.00	0.00	
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 1,134.14	0.00	0.00	1,134.14	1,134.14	0.00	0.00	
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 78.92	0.00	0.00	78.92	78.92	0.00	0.00	
020193	COUNTY PROJECT MANAGEMENT SERVICES 17,223.70	0.00	0.00	17,223.70	17,223.70	0.00	0.00	
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	
020501	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	

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
59103	RCRRA - PHASE 1 PRELIMINARY ENGINEERING			* CONTINUED *				
	VOLUNTEER/COMMITTEE MEETING EXPENSE							
021408	0.27	0.00	0.00	0.27	0.27	0.00	0.00	
TOTL 02	100,959.02	0.00	0.00	100,959.02	100,959.02	0.00	0.00	
ORG-TOT	100,959.02	0.00	0.00	100,959.02	100,959.02	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 EXPD YTD
59105	PHASE II PE-MIDWAY CORRIDOR							
020102	CONSULTING SERVICES							
--	512,086.61	0.00	0.00	512,086.61	512,086.61	15,000.00	129,850.00	
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							
--	2,728.59	0.00	0.00	2,728.59	2,728.59	0.00	0.00	
020179	BUDGETING AND ACCOUNTING SERVICES							
--	9,806.30	0.00	0.00	9,806.30	9,806.30	0.00	0.00	
020185	DATA PROCESSING SERVICES-MTCE							
--	494.91	0.00	0.00	494.91	494.91	0.00	0.00	
020193	COUNTY PROJECT MANAGEMENT SERVICES							
--	72,796.15	0.00	0.00	72,796.15	72,796.15	0.00	50,000.00	
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	674,596.59	0.00	0.00	674,596.59	674,596.59	15,000.00	179,850.00	
ORG-TOT	674,596.59	0.00	0.00	674,596.59	674,596.59	15,000.00	179,850.00	

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 EXPD YTD
59106	RIGHT-OF-WAY ACQUISITION							
020174	COUNTY ATTORNEY SERVICES 151.61	0.00	0.00	151.61	151.61	0.00	0.00	
020176	COUNTY MANAGER-SERVICES 1,344.24	0.00	0.00	1,344.24	1,344.24	0.00	0.00	
020179	BUDGETING AND ACCOUNTING SERVICES 163.92	0.00	0.00	163.92	163.92	0.00	0.00	
020185	DATA PROCESSING SERVICES-MTCE 329.96	0.00	0.00	329.96	329.96	0.00	0.00	
020192	SURVEYING SERVICE 95.63	0.00	0.00	95.63	95.63	0.00	0.00	
020193	COUNTY PROJECT MANAGEMENT SERVICES 3,608.31	0.00	0.00	3,608.31	3,608.31	0.00	0.00	
020202	POSTAGE 96.05	0.00	0.00	96.05	96.05	0.00	0.00	
021192	INTEREST 0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTL 02	5,789.72	0.00	0.00	5,789.72	5,789.72	0.00	0.00	
ORG-TOT	5,789.72	0.00	0.00	5,789.72	5,789.72	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 EXPD 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	
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 EXPD YTD
59109	RCRRA - NORTHEAST CORRIDOR MAINTENANCE							
020160	SOIL SURVEY 1,729.50	0.00	1,729.50	1,729.50	0.00	1,729.50	0.00	
020193	COUNTY PROJECT MANAGEMENT SERVICES 25,740.00	7,159.18	18,580.82	18,580.82	0.00	16,000.00	0.00	27.81
020802	IMPROVEMENTS OTHER THAN BUILDINGS 3,309.50	1,565.00	0.00	1,744.50	1,744.50	0.00	17,729.50	47.29
020804	GROUNDS-REPAIRS 3,000.00	830.46	0.00	2,169.54	2,169.54	0.00	0.00	27.68
021131	ASSESSMENTS 5,000.00	3,660.00	0.00	1,340.00	1,340.00	0.00	0.00	73.20
021192	INTEREST 0.00	0.00	0.00	0.00	0.00	0.00	0.00	
030507	SIGNS & SIGN REPAIRS 250.00	0.00	0.00	250.00	250.00	0.00	0.00	
CURR ORG-TOT	39,029.00	13,214.64	20,310.32	25,814.36	5,504.04	17,729.50	17,729.50	33.86

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
----------------------	-------------------------------	--------------------	------------------------	-----------------------	-------------------------	---------------------	------------------------	------------	------

R96 59109 RCRA - NORTHEAST CORRIDOR MAINTENANCE

000000	11,934.00	10,052.91	0.00	1,881.09	1,881.09	0.00	0.00	84.24	
ORG-TOT	50,963.00	23,267.55	20,310.32	27,695.45	7,385.13	17,729.50	17,729.50	45.66	

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
59112	NE CORRIDOR BEAM TO N CO LINE							
020102	CONSULTING SERVICES 10,000.00	9,900.00	0.00	100.00	100.00	0.00	0.00	99.00
020192	SURVEYING SERVICE 60,000.00	8,617.24	0.00	51,382.76	51,382.76	0.00	0.00	14.36
020193	COUNTY PROJECT MANAGEMENT SERVICES 27,670.00	1,372.78	0.00	26,297.22	26,297.22	0.00	0.00	4.96
020804	GROUNDS-REPAIRS 30,000.00	0.00	0.00	30,000.00	30,000.00	0.00	0.00	
021192	INTEREST 0.00	0.00	0.00	0.00	0.00	0.00	0.00	
030507	SIGNS & SIGN REPAIRS 20,000.00	3,506.25	0.00	16,493.75	16,493.75	0.00	0.00	17.53
040103	LAND ACQUISITION-RIGHT OF WAY 2,000,000.00	0.00	0.00	2,000,000.00	2,000,000.00	0.00	0.00	
ORG-TOT	2,147,670.00	23,396.27	0.00	2,124,273.73	2,124,273.73	0.00	0.00	1.09

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
59113	COMMUTER RAIL DEMONSTRATION PROJECT							
020193	COUNTY PROJECT MANAGEMENT SERVICES 5,823.93	5,823.93	0.00	0.00	0.00	5,823.93	0.00	100.00
020402	ADVERTISING & PROMOTION 7,800.00	7,797.09	0.00	2.91	2.91	7,800.00	0.00	99.96
020611	LIABILITY & PROPERTY DAMAGE 1,000.00	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00	
020804	GROUNDS-REPAIRS 500.00	0.00	0.00	500.00	500.00	500.00	0.00	
021151	SECURITY SERVICES 1,000.00	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00	
021157	FOOD SERVICE 376.07	0.00	0.00	376.07	376.07	2,000.00	1,623.93	
021221	PARTICIPATION FEES 33,000.00	33,000.00	0.00	0.00	0.00	33,000.00	0.00	100.00
021408	VOLUNTEER/COMMITTEE MEETING EXPENSE 500.00	297.99	0.00	202.01	202.01	500.00	0.00	59.60
ORG-TOT	50,000.00	46,919.01	0.00	3,080.99	3,080.99	51,623.93	1,623.93	93.84

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
59114	RIVERVIEW TRANSIT CORRIDOR STUDY							
	CONSULTING SERVICES							
020102	115,000.00	39,874.18	75,125.82	75,125.82	0.00	115,000.00	0.00	34.67
	COUNTY PROJECT MANAGEMENT SERVICES							
020193	40,601.00	2,877.49	6,000.00	37,723.51	31,723.51	50,000.00	9,399.00	7.09
	PHOTOGRAPHY/PROCESSING SERVICES							
021158	9,399.00	4,999.00	4,400.00	4,400.00	0.00	9,399.00	0.00	53.19
ORG-TOT	165,000.00	47,750.67	85,525.82	117,249.33	31,723.51	174,399.00	9,399.00	28.94
ACT-TOT	3,548,529.90	328,028.75	169,722.80	3,220,501.15	3,050,778.35	271,913.43	221,763.43	9.24
5 FC	3,548,529.90	328,028.75	169,722.80	3,220,501.15	3,050,778.35	271,913.43	221,763.43	9.24
FUND CURR TOT	3,473,259.40	301,500.48	169,722.80	3,171,758.92	3,002,036.12	271,913.43	221,763.43	8.68
FUND R96 TOT	75,270.50	26,528.27	0.00	48,742.23	48,742.23	0.00	0.00	35.24
FUND TOTAL	3,548,529.90	328,028.75	169,722.80	3,220,501.15	3,050,778.35	271,913.43	221,763.43	9.24

RAMSEY COUNTY
BUDGET ACCOUNTING

PAGE 1
DATE 1/13/98

DETAIL DISBURSEMENTS
REGIONAL RAILROAD QTRLY REPORT
PERIOD OCT 1, 1997 THRU DEC 31, 1997.

RAMSEY COUNTY REGIONAL RAILROAD AUTH

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME	
RAMSEY COUNTY REGIONAL RAILROAD AUTH									
		020179	BUDGETING AND ACCOUNTING SERVICES						
59101	020179	IC	77906	121997	00127386		85.35	IC TRNSF PMT 400 40301	300130 A00892 01
		020179		85.35					
		020185	DATA PROCESSING SERVICES-MTCE						
59101	020185	IC	71421	101097	00110573		233.94	IC TRNSF PMT 574 57401	301385 C07641 01
		IC	73146	110797	00117753		243.02	IC TRNSF PMT 574 57401	301385 C07724 01
		IC	76255	121997	00127386		341.97	IC TRNSF PMT 574 57401	301385 C07792 01
		020185		818.93					
		020193	COUNTY PROJECT MANAGEMENT SERVICES						
59101	020193	IC	72098r	102497	00114609		7,689.48	IC TRNSF PMT 400 47101	300434 B04261 01
		IC	72098s	102497	00114609		230.74	IC TRNSF PMT 400 47101	300166 B04261 02
		IC	72099	102497	00114609		8,463.96	IC TRNSF PMT 400 47101	300434 B04262 01
		IC	72099a	102497	00114609		253.98	IC TRNSF PMT 400 47101	300166 B04262 02
		IC	72987	110797	00117753		767.66	IC TRNSF PMT 400 47101	300418 B04259 01
		IC	72987A	110797	00117753		70.24	IC TRNSF PMT 400 47101	300418 B04259 02
		IC	73141	110797	00117753		353.36	IC TRNSF PMT 400 47101	300418 B04260 01
		IC	73141A	110797	00117753		32.34	IC TRNSF PMT 400 47101	300166 B04260 02
		CA	74170	111297	00118584		1,830.66	RAMSEY CO PROP RECORDS & REV	
		IC	75900	120597	00123813		621.44	IC TRNSF PMT 400 47101	300418 B04279 01
		IC	75900A	120597	00123813		56.86	IC TRNSF PMT 400 47101	300166 B04279 02
		IC	75901	120597	00123813		7,329.90	IC TRNSF PMT 400 47101	300434 B04291 01
		IC	75901A	120597	00123813		219.95	IC TRNSF PMT 400 47101	300166 B04291 02
		IC	76219	120597	00123813		2,770.60	IC TRNSF PMT 400 47101	300418 B04315 01
		IC	76219A	120597	00123813		82.60	IC TRNSF PMT 400 47101	300166 B04315 02
		IC	76221	120597	00123813		7,080.96	IC TRNSF PMT 400 47101	300434 B04314 01
		IC	76221A	120597	00123813		212.48	IC TRNSF PMT 400 47101	300166 B04314 02
		IC	76227	120597	00123813		792.03	IC TRNSF PMT 400 47101	300418 B04312 01
		IC	76227A	120597	00123813		72.47	IC TRNSF PMT 400 47101	300166 B04312 02
		IC	77894	121997	00127386		40.70	IC TRNSF PMT 400 47101	300418 B04341 02
		IC	77894B	121997	00127386		110.54	IC TRNSF PMT 400 47101	300166 B04341 01
		020193		39,082.95					
		020202	POSTAGE						
59101	020202	IC	75786	120597	00123818		65.45	IC TRNSF PMT 521 52104	350323 W03457 01
		IC	77899	121997	00127386		53.84	IC TRNSF PMT 521 52104	350323 W03494 01

RAMSEY COUNTY
BUDGET ACCOUNTING

PAGE 2
DATE 1/13/98

DETAIL DISBURSEMENTS
REGIONAL RAILROAD QTRLY REPORT
PERIOD OCT 1, 1997 THRU DEC 31, 1997.

RAMSEY COUNTY REGIONAL RAILROAD AUTH

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME
		020202		119.29				
		020207	TELEPHONE LONG DISTANCE CHARGES					
59101	020207	IC	72078	101797	00112717		14.18	IC TRNSF PMT 578 57801 301601 Y02502 02
		IC	72984	110797	00117753		6.49	IC TRNSF PMT 578 57801 301602 Y02562 02
		IC	76342	120597	00123818		8.72	IC TRNSF PMT 578 57801 301601 Y02626 02
		IC	76683	121997	00127386		14.39	IC TRNSF PMT 578 57801 301601 Y02698 02
		020207		43.78				
		020208	TELEPHONE-LOCAL SERVICE					
59101	020208	IC	72078A	101797	00112717		183.55	IC TRNSF PMT 578 57801 301602 Y02502 01
		IC	72984A	110797	00117753		183.55	IC TRNSF PMT 578 57801 301601 Y02562 01
		IC	76342A	120597	00123818		183.55	IC TRNSF PMT 578 57801 301602 Y02626 01
		IC	76683A	121997	00127386		183.55	IC TRNSF PMT 578 57801 301602 Y02698 01
		020208		734.20				
		020301	TRANSPORTATION ALLOWANCE					
59101	020301	MC	056228	120297	00123568		109.61	BODIN DENNIS
		020301		109.61				
		020305	MESSENGER SERVICE					
59101	020305	CA	75820	112697	00122164		6.55	ROADRUNNER TRANSPORTATION INC
		020305		6.55				
		020501	PRINTING & STATIONERY					
59101	020501	PV	024286	120997	00125370		111.12	THOELE PRINTING
		CA	71334	100797	00109161		71.34	ST PAUL CITY OF FIN/TREAS DIV
		IC	76348	121297	00125396		55.00	IC TRNSF PMT 400 47110 350304
		020501		237.46				
		020803	EQUIPMENT & MACHINERY REPAIRS					
59101	020803	PV	240715	102897	00115309		318.98	IKON OFFICE SOLUTIONS
		020803		318.98				

RAMSEY COUNTY
BUDGET ACCOUNTING

PAGE 3
DATE 1/13/98

DETAIL DISBURSEMENTS
REGIONAL RAILROAD QTRLY REPORT
PERIOD OCT 1, 1997 THRU DEC 31, 1997.

RAMSEY COUNTY REGIONAL RAILROAD AUTH

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME	
	020906	BUILDINGS & OFFICE SPACE							
59101	020906	IC	72298	101797	00112717		947.00	IC TRNSF PMT 576 57601	360513 Y01212 01
		IC	72298A	101797	00112717		109.00	IC TRNSF PMT 576 57604	360513 Y01212 02
		IC	76343	120597	00123818		947.00	IC TRNSF PMT 576 57601	360513 Y01231 01
		IC	76343A	120597	00123818		109.00	IC TRNSF PMT 576 57604	360513 Y01231 02
		IC	76637	121997	00127386		945.00	IC TRNSF PMT 576 57601	360513 Y01251 01
		IC	76637A	121997	00127386		101.00	IC TRNSF PMT 576 57604	360513 Y01251 02
		IC	78013	121997	00127386		947.00	IC TRNSF PMT 576 57601	360513 Y01029 01
		IC	78013A	121997	00127386		109.00	IC TRNSF PMT 576 57604	360513 Y01029 02
	020906						4,214.00		
	020909	PARKING SPACE							
59101	020909	IC	10580T	110797	00117753		72.00	IC TRNSF PMT 576 57601	360205
		IC	10602T	112197	00120961		36.00	IC TRNSF PMT 576 57601	360205
		IC	10647W	122697	00129473		36.00	IC TRNSF PMT 576 57601	360205
		CA	78284	123097	00129946		37.42	IMPERIAL PARKING, INC.	
	020909						181.42		
	021101	BOOKS, PERIODICALS, SUBSCRIPTIONS							
59101	021101	CA	77891	121997	00128344		34.85	DESPIEGELAERE	KATHRYN
	021101						34.85		
	021401	MEMBERSHIP & DUES							
59101	021401	CA	74162	111297	00119060		40.00	MN TRANSPORTATION ALLIANCE	
	021401						40.00		
	021403	CONFERENCE & SEMINAR EXPENSES							
59101	021403	CA	18689	111297	00119061		807.92	DESPIEGELAERE	KATHRYN M
		CA	52215	100797	00110381		186.92	BODIN	DENNIS R
		CA	53390	101797	00113525		727.00	REINHARDT	VICTORIA
		CA	54467	110497	00117696		152.42	REINHARDT	VICTORIA
		CA	54468	110497	00117697		428.12	LINDEKE	THERESA
		CA	55808	112197	00121945		742.68	DESPIEGELAERE	KATHRYN
		CA	56817	120997	00125371		252.20	ORTEGA	RAFAEL E
		CA	69172	112197	00000000		125.00	UNIV OF MN JE3120	
		CA	71407	100397	00109028		2,044.00	TRAVEL ASSOC OF CARRIAGE HILL	
		CA	71481	100397	00109028		229.00	TRAVEL ASSOC OF CARRIAGE HILL	
		CA	72080	101797	00113525		130.00	MN TRANSPORTATION ALLIANCE	

RAMSEY COUNTY
BUDGET ACCOUNTING

PAGE 4
DATE 1/13/98

DETAIL DISBURSEMENTS
REGIONAL RAILROAD QTRLY REPORT
PERIOD OCT 1, 1997 THRU DEC 31, 1997.

RAMSEY COUNTY REGIONAL RAILROAD AUTH

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME	
	59101	021403	CA	74154	111297	00119062	70.00	MN PUBLIC TRANSIT ASSN	
			CA	77861	121997	00127508	1,284.00	TRAVEL ASSOC OF CARRIAGE HILL	
		021403		7,179.26					
		021407	OTHER TRAVEL						
	59101	021407	CA	75822	112697	00122871	1,074.00	TRAVEL ASSOC OF CARRIAGE HILL	
			CA	76347	120997	00124604	689.00	TRAVEL ASSOC OF CARRIAGE HILL	
		021407		1,763.00					
		021408	VOLUNTEER/COMMITTEE MEETING EXPENSE						
	59101	021408	CA	71423	100797	00110382	38.52	DESPIEGELAERE KATHRYN	
			CA	72560	102497	00115190	34.20	DESPIEGELAERE KATHRYN	
			CA	72986	102897	00116075	455.41	DECO CATERING	
		021408		528.13					
		021409	CED MEETING EXPENSES ACCOUNT						
	59101	021409	CA	75823	121297	00126251	20.00	ORTEGA RAFAEL	
			CA	75824	121297	00126252	57.79	DESPIEGELAERE KATHRYN	
			CA	75826	121297	00126252	30.12	DESPIEGELAERE KATHRYN	
			CA	76455	121297	00126251	14.52	ORTEGA RAFAEL	
		021409		122.43					
		030101	OFFICE SUPPLIES						
	59101	030101	PV	025116	121997	00127432	167.25	GENERAL OFFICE PRDD CO-8	
			PV	240716	103197	00116147	29.50	GENERAL OFFICE PRDD CO-8	
			CA	73145	102897	00115353	62.70	ST PAUL CITY OF FIN/TREAS DIV	
		030101		259.45					
		030201	COMPUTER OPERATING SUPPLIES						
	59101	030201	PV	024217	120597	00124465	52.19	SILHOUETTE IMAGING	
		030201		52.19					

RAMSEY COUNTY REGIONAL RAILROAD AUTH

55,931.93

20

RAMSEY COUNTY
BUDGET ACCOUNTING

PAGE 5
DATE 1/13/98

DETAIL DISBURSEMENTS
REGIONAL RAILROAD QTRLY REPORT
PERIOD OCT 1, 1997 THRU DEC 31, 1997.

NORTHEAST CORRIDOR MAINT

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME
NORTHEAST CORRIDOR MAINT								
020193 COUNTY PROJECT MANAGEMENT SERVICES								
59109	020193	CA	74170A	111297	00118584		751.04	RAMSEY CO PROP RECORDS & REV
		IC	75903	120597	00123818		2,562.30	IC TRNSF PMT 400 47109 300418 804280 01
		IC	75903A	120597	00123818		194.22	IC TRNSF PMT 400 47101 300166 804280 02
		IC	75903B	120597	00123818		66.74	IC TRNSF PMT 400 47109 300418 804280 03
		IC	75904	120597	00123818		2,595.15	IC TRNSF PMT 400 47109 300418 804317 01
		IC	75904A	120597	00123818		116.08	IC TRNSF PMT 400 47109 300418 804317 02
		IC	75904B	120597	00123818		196.71	IC TRNSF PMT 400 47101 300166 804317 03
		IC	75904C	120597	00123818		10.00	IC TRNSF PMT 400 47105 360202 804317 04
		IC	76212	120597	00123818		164.25	IC TRNSF PMT 400 47109 300418 804318 01
		IC	76212B	120597	00123818		12.45	IC TRNSF PMT 400 47101 300166 804318 02
		IC	76216	120597	00123818		114.98	IC TRNSF PMT 400 47109 300418 804316 01
		IC	76216A	120597	00123818		8.72	IC TRNSF PMT 400 47101 300166 804316 02
		IC	76216B	120597	00123818		14.00	IC TRNSF PMT 400 47105 360202 804316 03
		IC	76231	120597	00123818		37.67	IC TRNSF PMT 400 47112 300418 804339 01
		IC	76231A	120597	00123818		304.62	IC TRNSF PMT 400 47112 300418 804339 02
		IC	76231B	120597	00123818		10.25	IC TRNSF PMT 400 47101 300166 804339 03
020193				7,159.18				
020804 GROUNDS-REPAIRS								
59109	020804	IC	72100	101797	00112717		134.18	IC TRNSF PMT 400 44212 370104 R01327 01
		IC	72100A	101797	00112717		116.40	IC TRNSF PMT 400 44212 370104 R01327 02
		IC	72100B	101797	00112717		47.70	IC TRNSF PMT 400 44212 370104 R01327 03
		IC	72100C	101797	00112717		98.43	IC TRNSF PMT 400 44212 370104 R01327 04
		IC	72100D	101797	00112717		101.25	IC TRNSF PMT 400 44212 370104 R01327 05
		IC	72100E	101797	00112717		116.25	IC TRNSF PMT 400 44212 370104 R01327 06
		IC	72100F	101797	00112717		116.25	IC TRNSF PMT 400 44212 370104 R01327 07
		IC	72100G	101797	00112717		100.00	IC TRNSF PMT 400 44212 370104 R01327 08
020804				830.46				
021131 ASSESSMENTS								
59109	021131	CA	73215	103197	00116143		3,660.00	ST PAUL CITY OF FIN/TREAS DIV
021131				3,660.00				
NORTHEAST CORRIDOR MAINT					11,649.64			

RAMSEY COUNTY
BUDGET ACCOUNTING

PAGE 6
DATE 1/13/98

DETAIL DISBURSEMENTS
REGIONAL RAILROAD QTRLY REPORT
PERIOD OCT 1, 1997 THRU DEC 31, 1997.

NE CORRIDOR BEAM TO N CNTY

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME
NE CORRIDOR BEAM TO N CNTY								
		020102	CONSULTING SERVICES					
	59112	020102	CA	72290	102197	00114509	1,400.00	LUNIESKI & ASSOCIATES
		020102		1,400.00				
		020192	SURVEYING SERVICE					
	59112	020192	IC	76235	120597	00123818	91.26	IC TRNSF PMT 400 47110 300418 B04340 01
			IC	76235A	120597	00123818	3,115.44	IC TRNSF PMT 400 47110 300418 B04340 02
			IC	76235B	120597	00123818	82.74	IC TRNSF PMT 400 47110 300418 B04340 03
			IC	76235C	120597	00123818	223.20	IC TRNSF PMT 400 47110 300418 B04340 04
			IC	76235D	120597	00123818	104.98	IC TRNSF PMT 400 47101 300166 B04340 05
		020192		3,617.62				
		020193	COUNTY PROJECT MANAGEMENT SERVICES					
	59112	020193	CA	741708	111297	00118584	891.54	RAMSEY CO PROP RECORDS & REV
			IC	76212A	120597	00123818	106.54	IC TRNSF PMT 400 47109 300418 B04318 03
			IC	76212C	120597	00123818	7.47	IC TRNSF PMT 400 47101 300166 B04318 04
		020193		1,005.55				
		030507	SIGNS & SIGN REPAIRS					
	59112	030507	PO	R00911	102497	00115191	3,506.25	B'S ENTERPRISES INC
		030507		3,506.25				
NE CORRIDOR BEAM TO N CNTY						9,529.42		

RAMSEY COUNTY
BUDGET ACCOUNTING

PAGE 7
DATE 1/13/98

DETAIL DISBURSEMENTS
REGIONAL RAILROAD QTRLY REPORT
PERIOD OCT 1, 1997 THRU DEC 31, 1997.

COMMUTER RAIL DEMO PROJECT

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME
COMMUTER RAIL DEMO PROJECT								
		020193	COUNTY PROJECT MANAGEMENT SERVICES					
59113	020193	IC		77894R	123097	00129740	1,247.73	IC TRNSF PMT 400 47101 300418 804341 01
		020193					1,247.73	
		020402	ADVERTISING & PROMOTION					
59113	020402	CA		76350	120597	00124466	1,959.79	ANOKA COUNTY
		020402					1,959.79	
		021408	VOLUNTEER/COMMITTEE MEETING EXPENSE					
59113	021408	IC		71426	101097	00110573	80.52	IC TRNSF PMT 400 44212 300122 R01326 01
		IC		71426A	101097	00110573	67.47	IC TRNSF PMT 400 44212 300122 R01326 02
		IC		71426B	101097	00110573	150.00	IC TRNSF PMT 400 44212 300122 R01326 03
		021408					297.99	
COMMUTER RAIL DEMO PROJECT						3,505.51		

RAMSEY COUNTY
BUDGET ACCOUNTING

PAGE 8
DATE 1/13/98

DETAIL DISBURSEMENTS
REGIONAL RAILROAD QTRLY REPORT
PERIOD OCT 1, 1997 THRU DEC 31, 1997.

RIVERVIEW TRANSIT CORR STDY

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME
RIVERVIEW TRANSIT CORR STDY								
		020102	CONSULTING SERVICES					
59114	020102	CA	PA388	111497	00119945		14,212.34	STRGAR ROSCOE FAUSCH INC
		CA	PA388	121697	00127260		25,661.84	STRGAR ROSCOE FAUSCH INC
		020102	39,874.18					
		020193	COUNTY PROJECT MANAGEMENT SERVICES					
59114	020193	IC	76224	120597	00123818		2,793.66	IC TRNSF PMT 400 47101 300434 B04313 01
		IC	76224A	120597	00123818		83.83	IC TRNSF PMT 400 47101 300166 B04313 02
		020193	2,877.49					
		021158	PHOTOGRAPHY/PROCESSING SERVICES					
59114	021158	CA	77885	121997	00128345		4,999.00	MACROMEDIA TECHNOLOGIES INC.
		021158	4,999.00					

RIVERVIEW TRANSIT CORR STDY 47,750.67

FUND 591 TOTAL 128,367.07

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

7

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

1/29/98
Date

Board Action Requested

- A. Approve the Easement to Rod and Carol Klindworth for the continued location of a portion of a building on the RCRRA Northeast Corridor right of way adjacent to the property at 658 Bush Avenue, St. Paul.
- B. Authorize the Chairman of Ramsey County Regional Railroad Authority to sign the Easement on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed resolution
 2. Memorandum from K. DeSpiegelaere with attachments
 3. Easement

Budgeting and Accounting

Vern W. Klagge 2/3/98

County Attorney

Dan Marshall 2/3/98

Risk Management

James E. Kaplan

Documentation certified complete for:

March 17, 1998

Board Date

Kristine A. Longhenry
Signature

January 29, 1998
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The tax-forfeited property identified as PID 29-29-22-43-0019, located at approximately 664 Bush Avenue, St. Paul, was acquired by the Ramsey County Regional Rail Authority on December 6, 1995; and

WHEREAS, The tax-forfeited property was purchased for the purpose of widening the right of way of the northeast corridor at this location; and

WHEREAS, At the time of acquisition, a portion of a building identified as 658 Bush Avenue, in St. Paul, encroached upon the RCRRA property; and

WHEREAS, Rod and Carol Klindworth, owners of the encroaching building, have requested the continued use of this portion of the RCRRA property; and

WHEREAS, An easement agreement has been negotiated to provide for the continued location of the encroachment onto the RCRRA property; and

WHEREAS, The granting of this easement will not affect the future development potential of the corridor for light rail transit or trail use; Now Therefore Be It

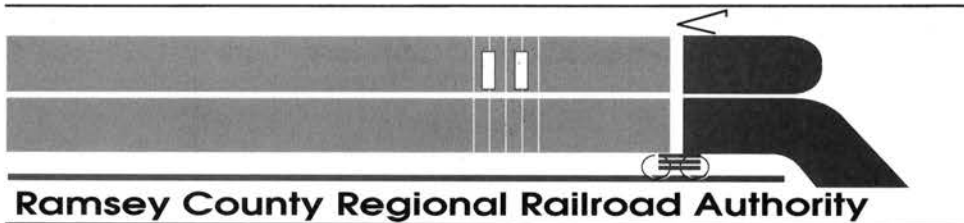
RESOLVED, That the easement is hereby approved; and Be It Further

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
Tony Bennett	___	___	___
Dino Guerin	___	___	___
Susan M. Haigh	___	___	___
Rafael E. Ortega	___	___	___
Victoria Reinhardt	___	___	___
Janice Rettman	___	___	___
Jan Wiessner	___	___	___

Rafael E. Ortega, Chairman

By: _____
Tony Bennett, Secretary



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

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners

From: Kathryn DeSpiegelaere, Director of LRT Planning

Subj: Easement agreement, 658 Bush Avenue, St. Paul
Rod and Carol Klindworth

Date: January 5, 1998

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRA from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line. RCRRA has entered into a Joint Powers Agreement and separate easement agreements with the City of St. Paul and Ramsey County to provide for the planning and development of the Northeast Corridor for joint light rail transit and recreational trail use.

RCRRA has also developed a Northeast Corridor Management Plan, which provides management guidelines for the property.

On December 6, 1995, the RCRRA acquired a tax-forfeited parcel located at approximately 664 Bush Avenue, St. Paul, to widen the right of way in this location.

The property at 658 Bush Avenue adjoins the RCRRA parcel on its westerly side. At the time of acquisition, there was a building encroaching onto the RCRRA parcel. The owners of 658 Bush Avenue and the encroaching building are Rod and Carol Klindworth. They have requested an agreement for the continued use of the RCRRA property.

Because this encroachment is not of a temporary nature, an easement agreement has been negotiated with Rod and Carol Klindworth. The term of the easement is tied to the life of the encroachment, and at the time the building is removed or destroyed, the easement will revert to RCRRA. The building is located at the top of a steep slope, which drops down to the grade of the roadbed, and is unlikely to be utilized in the construction of the trackway. The remainder of the parcel can be used by RCRRA for any purpose not inconsistent with the use thereof for the location of the building encroachment.

The easement encompasses the area of the building only, and encumbers an area of 86 square feet.

The consideration for this easement is \$100.00, which is the minimum charge for a negotiated agreement prescribed by policy for the Northeast Corridor.

Recommendation:

Approve the easement to Rod and Carol Klindworth for the continued location of a portion of a building on the RCRRA Northeast Corridor adjacent to the property at approximately 664 Bush Avenue, St. Paul,

Authorize the Chairman of the Regional Railroad Authority to execute the easement on behalf of the Authority.

Attachments

EASEMENT

THIS EASEMENT, made this _____ day of _____, 1997, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and Roderick A. Klindworth and Carol A. Klindworth, husband and wife, as joint tenants, parties of the second part (hereinafter collectively referred to as the "Grantee").

WITNESSETH:

WHEREAS, RCRRA is the owner of the following described property located in the City of Saint Paul, Minnesota, as evidenced by the instrument on file and of record in the office of the Ramsey County Recorder as document number 2923730:

That part lying Westerly of a line 50 feet Westerly from and parallel with the center line of the Northern Pacific Railway right of way of Lot 9, Block 1, Borup and Payne's Addition to St. Paul,

(hereinafter the "RCRRA property"); and

WHEREAS, the Grantee is the owner of the following described property which lies adjacent to and westerly of the RCRRA property, as evidenced by Warranty Deed on file and of record in the office of the Ramsey County Recorder as document number 2783426:

Lot 10, Block 1, Borup and Payne's Addition to St. Paul,

upon which a structure presently identified as 658 Bush Avenue (hereinafter the "building") has been constructed; and

WHEREAS, the building partially encroaches onto and above the RCRRA property,

NOW THEREFORE, for and in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, along with the promises and covenants herein contained, RCRRA does hereby grant and convey unto the Grantee an easement for the encroachment of a building upon and above the property legally described as follows:

The southerly 28.66 feet of the westerly 3.00 feet of the following-described property: That part lying Westerly of a line 50 feet Westerly from and parallel with the center line of the Northern Pacific Railway right of way of Lot 9, Block 1, Borup and Payne's Addition to St. Paul,

(hereinafter the "premises");

SUBJECT to the following express conditions:

1. RCRRA hereby reserves the right to construct, maintain, use, operate, relocate, reconstruct, and renew such facilities as it may desire at any time, and from time to time, within the premises, including the right and privilege to use the premises for any and all purposes not inconsistent with the use thereof for the location of the building.
2. The Grantee hereby covenants and agrees not to construct any additional structures on or within the premises or the RCRRA property, and further agrees that if the present building located upon and above the premises is at any time in the future removed, razed, relocated, or destroyed, by act of nature or otherwise, no new structure shall be built on the premises, and the easement herein granted shall immediately cease and terminate and without notice or other proceedings on the part of RCRRA, the premises shall, without compensation to the Grantee, revert to RCRRA.
3. The Grantee hereby agrees to defend and does hereby indemnify and hold harmless RCRRA, its commissioners, officers, agents, and employees from and against any and all claims, proceedings, actions or causes of action, lawsuits, judgments, losses, damages, whether direct, indirect, or otherwise, costs, and expenses, including attorney's fees, related to or arising out of the Grantee's use of the premises pursuant to this easement.
4. The Grantee shall pay any and all taxes, special assessments, or other charges which may be levied against the premises during the term of this easement.
5. This easement is non-exclusive and is granted subject to the outstanding rights of others to occupy the premises. RCRRA does not warrant its title to the premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof.

This easement shall run with the land and inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this easement on the day and year first above written.

Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

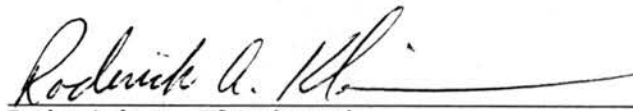

David F. MacMillan Date 11/20/97
Assistant Ramsey County Attorney

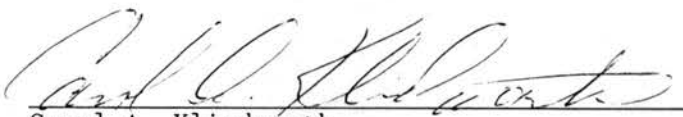
By _____
Raphael E. Ortega
Chair

Recommended:


Kathryn DeSpiegelaere Date
Director of LRT Planning

GRANTEE:


Roderick A. Klindworth


Carol A. Klindworth

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

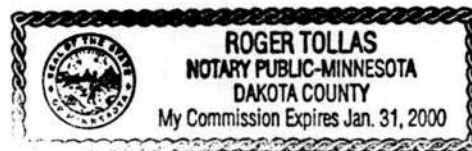
The foregoing was acknowledged before me on this _____ day of _____, 1997, by Raphael E. Ortega, Chair of Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, on behalf of Ramsey County Regional Railroad Authority.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing was acknowledged before me on this 24TH day of JAN, 1997, by Roderick A. Klindworth and Carol A. Klindworth, husband and wife.

Roger Tollas
Notary Public

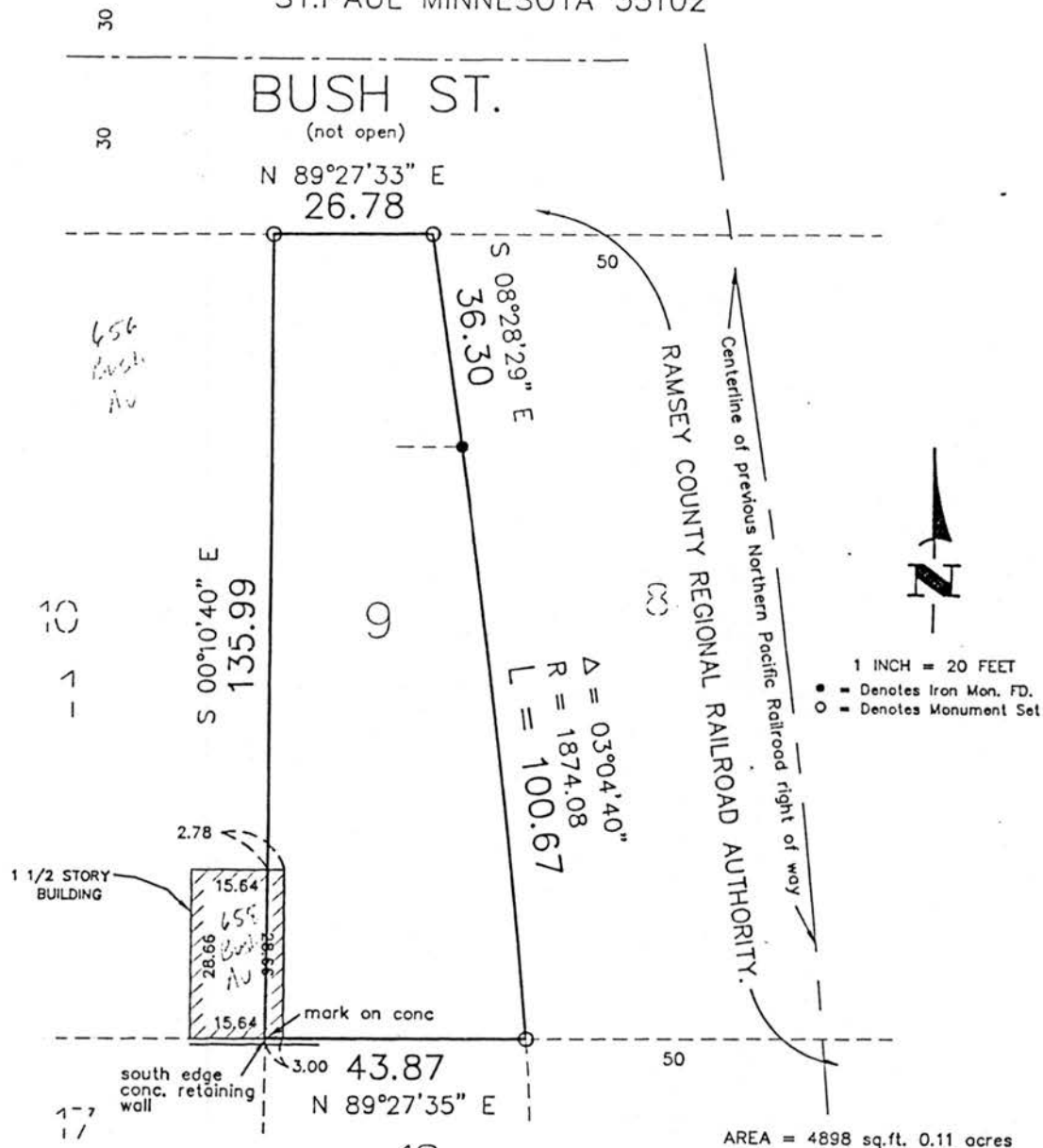


This instrument was drafted by:
Ramsey Grantee Regional Railroad Authority
Ramsey Grantee Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2764
RE: ENE047

Certificate of Survey for

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

665 RAMSEY COUNTY GOVERNMENT CENTER-WEST
50 WEST KELLOGG BLVD
ST. PAUL MINNESOTA 55102



PROPERTY DESCRIPTION

That part lying Westerly of a line 50 feet from and parallel with the center line of the Northern Pacific Railway right of way of Lot 9, Block 1, Borup and Payne's Addition to St. Paul.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Charles R. Christopherson, MN License No. 18420

09/19/96
Date

BOOK 341 PAGE 1-2

**Hakanson
Anderson
Assoc., Inc.**

Engineers, Surveyors & Landscape Architects
3601 Thurston Ave. Ancker, Minnesota 55303
612-427-5860 FAX 612-427-0520
103 Pine St. N. Monticello, Minnesota 55362
612-295-5800 FAX 612-295-4488

Job No.: 2275.02

Dwg No.: 227502.DWG

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

8

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Spiegelauer
Authorized Signature

3/2/98
Date

Board Action Requested

Ratify Partial Payments No. 4 in the amount of \$27,874.58, No. 5 in the amount of \$27,891.95 and No. 6 in the amount of \$10,476.89 to SRF Consulting Group, Inc. for Professional Engineering Services for Riverview/Hiawatha Transitways.

ACTION IS REQUESTED

Request Justification

Ramsey County Regional Railroad Authority has contracted the professional services of SRF Consulting Group, Inc. for the purpose of conducting a feasibility study of transit improvements in the Riverview Transit Corridor. Payment in the amount of \$66,243.42 for the period ending January 31, 1998, will be issued upon approval by the Director of Ramsey County Regional Railroad Authority in accordance with contract provisions and Rail Authority Resolution No. R97-13. Payment documentation is being submitted for ratification in compliance with the latter.

Attachments are:

1. Proposed resolution ratifying payment
2. Accounts Payable forms and Partial Payments No. 4, 5 and 6
3. SRF Consulting Group, Inc. Invoice Nos. 2765-4, 2765-5 and 2765-6 and attachments

Budgeting and Accounting

Jerry Wehlay 3/3/98

County Attorney

Dan McMillan

Risk Management

Documentation certified complete for:

March 17, 1998
Board Date

Kristine A. Longhenry
Signature

March 2, 1998
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 SRF Consulting Group, Inc. for the purpose of conducting a feasibility study of transit improvements in the Riverview Transit Corridor; and

WHEREAS, SRF Consulting Group, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through January 31, 1998; and

WHEREAS, To ensure timely payment for services rendered in accordance with the Agreement No. PA388, the Ramsey County Regional Railroad Authority authorized the Director of the Authority to process payments to SRF Consulting Group, Inc. for work completed and invoiced in accordance with the contract; and

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

WHEREAS, SRF Consulting Group, Inc. Invoice No. 2765-4, Partial Payment No. 4, and attachments thereto, provide the correct documentation of payments due SRF Consulting Group, Inc. through November 30, 1997; and

WHEREAS, SRF Consulting Group, Inc. Invoice No. 2765-5, Partial Payment No. 5, and attachments thereto, provide the correct documentation of payments due SRF Consulting Group, Inc. through December 31, 1997; and

WHEREAS, SRF Consulting Group, Inc. Invoice No. 2765-6, Partial Payment No. 6, and attachments thereto, provide the correct documentation of payments due SRF Consulting Group, Inc. through January 31, 1998; Now Therefore, Be It

RESOLVED, Payment to SRF Consulting Group, Inc. in the amount of \$66,243.42 for services rendered through January 31, 1998, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
---	-----	-----	-------

Tony Bennett	_____	_____	_____
Dino Guerin	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chairman

By: _____
Jan Wiessner, Secretary

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Partial Payment No. 4

Prepared By: _____

Project: Riverview Transit Corridor Study
Contract Agreement Number

Project Cost Center: 59114

Agreement No: PA 388

Ramsey County Regional
Railroad Authority
665 RCGC-West
St. Paul, MN 55102

Contractor: SRF Consulting Group, Inc
One Carlson Pkwy N #150
Minneapolis, MN 55447

Account Number 59114 - 020102

Percent Completed: 62.0%

Total Value of Work Certified - (Date) Nov. 30, 1997

\$ 71,314.47

Less 5% Retainage

\$ 3,565.71

Amount Due

\$ 67,748.76

Less Previously Approved Payments:

39,874.18

Allowable Payment for this Partial:

\$ 27,874.58

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.

1/26/98

Date

F. H. Spiegelauer

Director, RC Regional Railroad Planning

Date

Consultant

	RCRRA &		HCRRA		
Previous Partial:	Others Share		Share		Total
Partial Payment No. 1	\$	790.67	\$	302.66	\$ 1,093.33
Partial Payment No. 2	\$	9,782.15	\$	3,336.86	\$ 13,119.01
Partial Payment No. 3	\$	21,026.96	\$	4,634.88	\$ 25,661.84
Partial Payment No. 4	\$	20,446.48	\$	7,428.10	\$ 27,874.58
Partial Payment No. 5				\$	-
Partial Payment No. 6				\$	-
Partial Payment Total:	\$	52,046.26	\$	15,702.50	\$ 67,748.76

Summary of Agreement

Original Agreement Amount: \$ 115,000.00

Less Total Partial Payments (Including this payment) \$ 67,748.76

Amount Remaining on Agreement \$ 47,251.24

<u>SRF Summary of Billings</u>			
	This Billing	Past Billing	Total to Date
HCRRA Cost Share	\$ 7,819.05	\$ 8,709.89	\$ 16,528.94
5% Retainage	\$ 390.95	\$ 435.49	\$ 826.44
Amount Due	\$ 7,428.10	\$ 8,274.40	\$ 15,702.50
<u>RCRRA, Saint Paul, MN Dot</u>			
& Met Council Share	\$ 21,522.61	\$ 33,262.92	\$ 54,785.53
5% Retainage	\$ 1,076.13	\$ 1,663.14	\$ 2,739.27
Amount Due	\$ 20,446.48	\$ 31,599.78	\$ 52,046.26
<u>Total Billing</u>			
	\$ 29,341.66	\$ 41,972.81	\$ 71,314.47
5% Retainage	\$ 1,467.08	\$ 2,098.63	\$ 3,565.71
Amount Due	\$ 27,874.58	\$ 39,874.18	\$ 67,748.76

<u>Summary of Funding Sources</u>			
	Total Share	Paid to Date	Balance
Metropolitan Council	\$ 24,750.00	\$ 24,750.00	\$ -
HCRRA	\$ 10,400.00	\$ 10,400.00	\$ -
MN DOT	\$ 47,100.00	\$ 47,100.00	\$ -
Saint Paul	\$ 15,000.00	\$ 15,000.00	\$ -
RCRRA	\$ 17,750.00	\$ 17,750.00	\$ -
Total	\$ 115,000.00	\$ 115,000.00	\$ -

Details

	Budget Hours	Budget Dollars	Hours Billed 8/31/97	Dollars Billed 8/31/97	Hours Billed 9/30/97	Dollars Billed 9/30/97	Hours Billed 10/31/97	Dollars Billed 10/31/97	Hours Billed 11/30/97	Dollars Billed 11/30/97	To Date Hours	To Date Billed	Total Remaining Hours	Total Remaining Dollars
1. Project Initiation/Data Collection/Basemapping	45.0	3,440	8.0	880.00	15.3	1,525.59	13.0	986.69	1.0	59.46	37.3	3,451.74	7.7	(11.74)
2. Develop Objectives/Evaluation Criteria	15.0	1,130	0.0	-	10.0	632.36	9.5	379.82	4.5	244.62	24.0	1,256.80	(9.0)	(126.80)
3. Feasibility of Alignment Alternatives	265.0	19,050	0.0	-	55.0	3,911.93	136.5	11,142.97	130.3	10,793.39	321.8	25,848.29	(56.8)	(6,798.29)
4. Define Transit Service Characteristics	235.0	16,685	1.5	124.97	123.0	7,010.92	84.0	7,960.34	66.2	5,549.79	274.7	20,646.02	(39.7)	(3,961.02)
5. Hiawatha Corridor Forecasts	195.0	14,120	0.5	55.00	8.5	677.27	38.0	1,846.03	112.5	5,861.76	159.5	8,440.06	35.5	5,679.94
6. Riverview Corridor Forecasts	440.0	28,900	0.5	55.00	0.0	-	64.5	4,421.60	55.5	3,284.89	120.5	7,761.49	319.5	21,138.51
7. Cost Estimates	50.0	3,980	0.0	-	0.0	-	0.0	-	36.0	3,192.48	36.0	3,192.48	14.0	787.52
8. Evaluate Alternatives	140.0	10,215	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	140.0	10,215.00
9. Determine Next Steps	35.0	2,850	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	35.0	2,850.00
10. Draft & Final Reports	180.0	12,630	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	180.0	12,630.00
SUBTOTAL - SRF Labor	1600.0	113,000	10.5	1,114.97	211.8	13,758.07	345.5	26,737.45	406.0	28,986.39	973.8	70,596.88	626.2	42,403.12
Direct Expenses		2,000		35.90		51.42		275.01		355.27		717.60		1,282.40
Totals		115,000		1,150.87		13,809.49		27,012.46		29,341.66		71,314.48		43,685.52
Hiawatha Costs:														
Task 1 - 25%		860		220.00		381.40		246.67		14.87		862.94		(2.94)
Task 4 - 35%		5,820		43.59		2,453.82		2,786.12		1,942.43		7,225.96		(1,406.23)
Task 5 - 100%		14,120		55.00		677.27		1,846.03		5,861.76		8,440.06		5,679.94
Totals		20,800		318.59		3,512.49		4,878.82		7,819.05		16,528.95		4,270.78



Consulting Group, Inc.

One Carlson Parkway North, Suite 150, Minneapolis, Minnesota 55447-4443

INVOICE

(612) 475-0010

(612) 475-2429 FAX

Refer to File: 0972765

Invoice No: 2765-4

Invoice Date: 11/30/97

Period Ending: 11/30/97

Ms. Kathy DeSpiegelaere
Director of Light Rail Transit Planning
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
Suite 665 RCGC - West
50 West Kellogg Blvd.
St. Paul, MN 55102

re: RIVERVIEW / HIAWATHA TRANSITWAYS

Summary of professional engineering services rendered:

	CURRENT PERIOD	CUMULATIVE TO DATE
Total Labor and Overhead (See Attached)	28,986.39	70,596.87
Total Direct Non-Salary Costs (See Attached)	355.27	717.60
SUBTOTAL	29,341.66	71,314.47
Less Retainage 5%	1,467.08	3,565.71
NET TOTAL	27,874.58	67,748.76
TOTAL AMOUNT DUE THIS INVOICE	27,874.58	
	=====	

KD
12/13/97

COMMISSION # 972765.01
RIVERVIEW/HIAWATHA-INITIATION/BASE MAP
PERIOD ENDING: NOVEMBER 30, 1997

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
B. Hackett	Planner	59.46	1.0	59.46
----- SUB-TOTAL -----			1.0	59.46

COMMISSION # 972765.02
RIVERVIEW/HIAWATHA-OBJECTIVE/EVALUATION
PERIOD ENDING: NOVEMBER 30, 1997

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
D. Paulu	Project Designer	54.36	4.5	244.62
-----	SUB-TOTAL -----		4.5	244.62

COMMISSION # 972765.03
 RIVERVIEW/HIAWATHA-FEASIBILITY ALTER.
 PERIOD ENDING: NOVEMBER 30, 1997

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
G. Seger	Principal	110.00	39.0	4290.00
C. Zimmer	Principal	110.00	14.0	1540.00
J. Thiesse	Associate	88.68	22.5	1995.30
M. Cote	Associate	78.15	7.5	586.13
D. Roscoe	Planner	40.95	14.0	573.30
B. Doyle	Principal Technician	62.55	8.5	531.68
J. VanBeck	Principal Technician	61.32	1.0	61.32
V. Graf	Sr. Technician	48.30	10.3	497.49
D. Paulu	Project Designer	54.36	12.0	652.32
J. Luberd	Admin. Assistant	52.00	0.5	26.00
B. Bersie-Ashfeld	Word Processor	52.00	0.5	26.00
T. Welch	Clerical	27.69	0.5	13.85
----- SUB-TOTAL -----			130.3	10793.39

COMMISSION # 972765.04
RIVERVIEW/HIAWATHA-DEFINE TRANSIT SER
PERIOD ENDING: NOVEMBER 30, 1997

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
J. Kern	Sr. Associate	100.00	35.5	3550.00
S. Wilson	Associate	83.31	10.0	833.10
M. Cote	Associate	78.15	6.5	507.98
M. Gallagher	Trans. Planner	45.87	13.0	596.31
B. Bersie-Ashfeld	Word Processor	52.00	1.2	62.40
----- SUB-TOTAL -----			66.2	5549.79

COMMISSION # 972765.05
RIVERVIEW/HIAWATHA-HIAWATHA FORECASTS
PERIOD ENDING: NOVEMBER 30, 1997

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
C. Zimmer	Principal	110.00	2.0	220.00
S. Wilson	Associate	83.31	22.0	1832.82
P. Zager	Engineer	55.17	13.0	717.21
J. Monahan	Planner	40.95	75.5	3091.73
----- SUB-TOTAL -----			112.5	5861.76

COMMISSION # 972765.06
RIVERVIEW/HIAWATHA-RIVERVIEW FORECASTS
PERIOD ENDING: NOVEMBER 30, 1997

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
C. Zimmer	Principal	110.00	2.0	220.00
S. Wilson	Associate	83.31	17.0	1416.27
P. Zager	Engineer	55.17	11.0	606.87
J. Monahan	Planner	40.95	25.0	1023.75
B. Liebeck	Planner	36.00	0.5	18.00
----- SUB-TOTAL -----			55.5	3284.89

COMMISSION # 972765.07
RIVERVIEW/HIAWATHA-COST ESTIMATES
PERIOD ENDING: NOVEMBER 30, 1997

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
J. Thiesse	Associate	88.68	36.0	3192.48
----- SUB-TOTAL -----			36.0	3192.48

DIRECT NON-SALARY COSTS (SUMMARY)
PERIOD ENDING: NOVEMBER 30, 1997

RIVERVIEW/HIAWATHA TRANSITWAYS

CAT. #	CATEGORY	
1	MILEAGE AT 0.31/MILE	142.29
2	PARKING	18.50
9	SPECIAL DELIVERY	22.45
12	REPRODUCTION	124.22
21	FILM & DEVELOPING	11.25
80	BRUNING BOND PRINTS	5.96
94	DIESUBLIMAT. 550 8.5X11-PAPER	30.60

TOTAL DIRECT EXPENSES		----- 355.27
-----------------------	--	-----------------

NOTE: Sales tax is included in costs of in-house copies, prints, and stats.

DIRECT NON-SALARY COSTS (DETAILS)
 PERIOD ENDING: NOVEMBER 30, 1997

SUB-COMM	CAT	DATE	SOURCE	NO. ORGS	NO. EACH	LENGTH	WIDTH	TOTAL COPIES	NO. STATS	NO. UNITS	MILES	AMOUNT	TOTAL CHARGE
972765.00	1	30	G Seger								295.0		91.45
972765.00	1	30	C Zimmer								90.0		27.90
972765.00	1	30	J Thiesse								68.0		21.08
972765.00	1	30	T Welch								6.0		1.86
972765.00	2	30	G Seger									11.50	11.50
972765.00	2	30	C Zimmer									7.00	7.00
972765.00	9	20	Accounts Payable									22.45	22.45
972765.00	12	13	Accounts Payable									124.22	124.22
972765.00	21	4	In-House									3.50	3.50
972765.00	21	13	Accounts Payable									7.75	7.75
972765.00	80	19	In-House			34.0	27.0	1					1.34
972765.00	80	20	In-House			36.0	44.0	2					4.62
972765.00	94	20	In-House	1	60			60					30.60

Side 2

Employee No. 003

Employee Name GER SEGER

[illegible]

Total Miles: 894 @ $\$21^{\text{40}}$ /mile = \$ 357⁶⁰

Total Parking: = \$ 11.50

TOTAL SIDE 2: = \$ 369¹⁰

[illegible]

15

SIDE 2 33 C. Zimmer.

[illegible]

Total Miles: 810 ⁴⁰ 0L @ 27¢/mile = \$ 324.00

Total Parking: = \$ 9.50

TOTAL SIDE 2: = \$ 333.50

[illegible]

Side 2

Employee No. 042

Employee Name JOITA THIESSE

[illegible]

Total Miles: 206 @ \$.31/mile = \$ 63.86

Total Parking: = \$ 2.50

TOTAL SIDE 2: = \$ 66.36

[illegible]

17

Employee No. 273 Employee Name Jonny K. Welch

Date	Comm. No.	ODOMETER		Total Miles Driven	Less Commuting Miles (See Side 1)	Reimbursable		Project Location or Location Visited
		Start	Finish			Miles	Parking	
11-3	2800.1			6				Pro Ex
11-3	001.1			6				Northwest Bank
11-5	001.1 2765.3			6				Pro Ex
11-5	001.1			4				Warehouse
11-5	001.1			6				Northwest Bank
11-10	2814			6				Omega
11-10	2533			6				Pro Ex
11-10	2798			18				Plym / Leane City
11-10	2776			3				Pro Ex
11-10	001.1			8				Pro Ex / Bank Deposit
11-12	2685			6				Omega
11-12	2685			6				Omega
11-12	001.4			2				CG H.
11-12	2806			6				Pro Ex
11-14	2851			2				Eng Repto
11-14	001.1			6				Target & Pro Ex
11-14	2851			2				Eng. Repto
11-14	001.1			2				CG Hams
11-17	2181			22				Killmer Electric
11-17	001.4			12				Golden Valley
11-17	001.1			6				Northwest Bank
11-18	2348			6				Pro Ex
11-18	2647			8				Plymouth
11-19	2348			6				Pro Ex
11-19	001.1			6				Northwest Bank
11-20	001.4			24	20	4		Columbia Heights
11-20	001.1			6				Northwest Bank
11-20	2846			6				Pro Ex
11-20	2685			2				Jet Quirk

Total Miles: _____ @ \$.31/mile = \$ _____

Total Parking: = \$ _____

TOTAL SIDE 2: = \$

[illegible]

Side 2

Employee No. 003

Employee Name GER SEGER

[illegible]

Total Miles: 894 @ \$.⁴⁰31/mile = \$ 357⁶⁰

Total Parking: = \$ 11.50

TOTAL SIDE 2: = \$ 369¹⁰

[illegible]

SIDE 2 33 C. Zimmer.

[illegible]

Total Miles: 810 ^{0L} @ ⁴⁰~~27~~c/mile = \$ 324.00

Total Parking: = \$ 9.50

TOTAL SIDE 2: = \$333.50

[illegible]

20



ROADRUNNER

TRANSPORTATION, INC.

2395 Capp Rd.
St. Paul, MN 55114

INVOICE

General Office

2395 Capp Road, St. Paul, MN 55114
Office: (612) 644-8787
Toll Free: (800) 325-6522
FAX: (612) 659-6415
www.drivingforce.com

TRANSPORTATION AND LOGISTICS MANAGEMENT

BLANKET P. O. :

SRF CONSULTING GROUP INC
#150
1 CARLSON PARKWAY
PLYMOUTH MN 55447

ACCOUNT NO.

8858

INVOICE DATE

11/13/1997

INVOICE NO.

58694

PAGE NO.

1

TERMS: PAYMENT DUE ON RECEIPT

DATE	JOB#	PICKUP	DELIVERY	WEIGHT	PCS	RATE	OTHER	OTHER CODE	TOTAL
11/07/97	7727	CITY OF ST PAUL	SRF CONSULTING GROUP	1	1	22.45	0.00		22.45
	DR. #	25 4TH ST W	1 CARLSON PKY						
	216	CALLER: GLORIA	P.O./DESC: TC 2765 ✓						
			SVC TYPE: 2						
									TIME: 13:28 REC'D BY: G HOFMEISTER FD
11/07/97	7818	SRF CONSULTING GROUP	CITY OF MAPLE GROVE	1	1	17.75	0.00		17.75
	DR. #	1 CARLSON PKY	9401 FERNWOOD LN N						
	340	CALLER: GLORIA	P.O./DESC: 2494 ✓						
			SVC TYPE: 1						TIME: 12:21 REC'D BY: JULIE BOARD
11/07/97	7820	SRF CONSULTING GROUP	HENNEPIN COUNTY	1	1	12.35	0.00		12.35
	DR. #	1 CARLSON PKY	320 WASHINGTON AVE S						
	443	CALLER: GLORIA	P.O./DESC: 2494 ✓						TIME: 12:14 REC'D BY: JUDY JOHNSTON/FD
			SVC TYPE: 1						
11/07/97	8088	SRF CONSULTING GROUP	CITY OF MPLS	1	1	0.00	5.00 E		5.00
	DR. #	1 CARLSON PKY	350 S 5TH ST						
	557	CALLER: TONYA	P.O./DESC: 2813 ✓						TIME: 12:39 REC'D BY: ***HOLD***
			SVC TYPE: 1						
11/07/97	8985	SRF CONSULTING GROUP	MN DOT/DARDALE	1	1	46.25	0.00		46.25
	DR. #	1 CARLSON PKY	3485 MADLEY AVE N						
	273	CALLER: GLORIA	P.O./DESC: 2494 ✓						TIME: 14:57 REC'D BY: C KROTZES FD
			SVC TYPE: D						
11/10/97	8715	MN GUIDE STAR	SRF CONSULTING GROUP	1	1	25.75	0.00		25.75
	DR. #	117 UNIVERSITY AVE W	1 CARLSON PKY						
	394	CALLER: GLORIA	P.O./DESC: 001 ✓						TIME: 15:50 REC'D BY: G HOFMEISTER/FD
			SVC TYPE: 1						
11/11/97	6465	SRF CONSULTING GROUP	SMMA	1	1	11.40	0.00		11.40
	DR. #	1 CARLSON PKY	801 NICOLLET AVE						
	380	CALLER: TANYA	P.O./DESC: 2813 ✓						TIME: 11:37 REC'D BY: J/HANNIGAN
			SVC TYPE: 3						
11/11/97	6466	SRF CONSULTING GROUP	URBAN CONSULTING GROUP	1	1	0.00	5.00 G		5.00
	DR. #	1 CARLSON PKY	20 GREENWAY GABLES						
	380	CALLER: TANYA	P.O./DESC: 2813 ✓						TIME: 11:19 REC'D BY: LID
			SVC TYPE: 3						
11/11/97	6766	SRF CONSULTING GROUP	FAGRE & BENSON	1	1	11.40	0.00		11.40
	DR. #	1 CARLSON PKY	90 S 7TH ST						
	380	CALLER: TANYA	P.O./DESC: 2803 ✓						TIME: 11:37 REC'D BY: J/WALD
			SVC TYPE: 3						
11/11/97	6767	SRF CONSULTING GROUP	EPUS CORP	1	1	9.00	0.00		9.00
	DR. #	1 CARLSON PKY	9900 DREN RD E						
	247	CALLER: TANYA	P.O./DESC: 2803 ✓						TIME: 11:55 REC'D BY: SEITZ
			SVC TYPE: 3						
11/12/97	4064	SRF CONSULTING GROUP	CITY OF MINNETONKA	1	1	6.70	0.00		6.70
	DR. #	1 CARLSON PKY	14600 MINNETONKA BLVD						
	469	CALLER: TANYA	P.O./DESC: 2803 ✓						TIME: 10:31 REC'D BY: V. NORTHWAY
			SVC TYPE: 3						
11/12/97	4065	SRF CONSULTING GROUP	MN DOT/DATS	1	1	16.65	0.00		16.65
	DR. #	1 CARLSON PKY	117 UNIVERSITY AVE W						
	346	CALLER: TANYA	P.O./DESC: 001 ✓						TIME: 09:59 REC'D BY: C CULLY/FD 2ND
			SVC TYPE: 3						
11/12/97	4066	SRF CONSULTING GROUP	CITY OF MPLS	1	1	17.20	1.50 A		18.70
	DR. #	1 CARLSON PKY	350 S 5TH ST						
	346	CALLER: TANYA	P.O./DESC: 2813 ✓						TIME: 08:56 REC'D BY: J ANDERSON/FD 210
			SVC TYPE: 1						
11/12/97	4067	SRF CONSULTING GROUP	RAMSEY CO PUBLIC WORKS	1	1	26.50	0.00		26.50
	DR. #	1 CARLSON PKY	50 KELLOGG BLVD W						
	346	CALLER: TANYA	P.O./DESC: 2191 ✓						TIME: 09:48 REC'D BY: TIM LAMERE/FD 910
			SVC TYPE: 1						

OTHER CODE: A. LOAD TIME
B. TRUCK
C. WEIGHT

D. PARKING
E. NO LOAD
F. BAD ADDRESS

G. 2ND STOP
H. NPC
I. NPD

J. INSURANCE
K. COD
L. LIFTGATE
M. OTHER

TOTAL AMOUNT DUE

CONTINUED

PLEASE PAY FROM THIS INVOICE - ORIGINAL

ICC Regulations Require Payment of Freight Bills Within 7 Days

21

301101

AN EQUAL OPPORTUNITY EMPLOYER

**ENGINEERING
REPRO
SYSTEMS**

DIGITAL REPRO
(A DIVISION OF ENGINEERING REPRO)

13700 FIRST AVE. NORTH • MINNEAPOLIS, MN 55441
PH. (612) 473-2902 MN WATS 1-800-537-3776 FAX (612) 473-3763

981760
SRF CONSULTING GROUP INC.
SUITE 150
ONE CARLSON PARKWAY NORTH
MINNEAPOLIS MN 55447
TO

SHIP
TO

ORDERED BY TONYA
E-41431
RH

DATE	SALESMAN	ORDER NO.	ORDER DATE	SHIPPED VIA	TERMS	INVOICE NO.
10/31/97	32	2765 95305110/30/97	P/U		n/30	00193251
ITEM/DESCRIPTION/SERIAL NO.			QUANTITIES	UNIT	UNIT PRICE	AMOUNT

SB 3636	Ordered	12.0000	EA	9.7200	116.64
36 X 36 SHACOH BOND PRINTS	Shipped	12.0000			
VOLUME DISCOUNT PRICING					

Venue. 100. ENG. 01

Job 2765 ✓ Amt 124.22 ✓ A/C 525 ✓

Job _____ Amt _____ A/C _____

Job _____ Amt _____ A/C _____

THANK YOU FOR YOUR BUSINESS

NON-TAXABLE	TAXABLE	SALES TAX	FREIGHT	MISCELLANEOUS	INVOICE TOTAL
.00	116.64	7.58	.00	.00	124.22

CHARGE 124.22

DATE: 11/4/97
COMM. #: 2765.3
COST: 3.50
EMPL.: D. Roscoe

AT TARGET GUEST SERVICE IS JOB ONE
10/24/97 0100086 1200 7 11:28 205

001	003040087	LYSOL SPRAY	T	4.19	
002	003040087	LYSOL SPRAY	T	4.19	
36/100	003	056030712	KODAK FILM	T	5.79
	004	056030701	KODAK FILM	T	29.61↓
24/200		QTY 9 @	3.29	EACH	- tax 3.50
005	003020416	GLAD TRASH	T	5.39	
006	094010001	TGT NONASPRN	N	7.88↓	
007	094030334	SUDAFED 96CT	N	12.99	
008	094010004	TGT IBUPROFN	N	8.99↓	
009	LINE# 3	MFR COUPON		1.50-	
		SUBTOTAL		77.53	
		T= 6.50 % TAX		3.20	
		TOTAL		80.73	
		CASH PAYMENT		85.00	
		CHANGE		4.27	

VALIDATION # 11896325

↓ INDICATES SALE PRICE

HIRING NOW!

Join our winning TARGET team!
Please inquire at Guest Service

INVOICE

PROEX PHOTO RIDGEHAVEN 0002
Ridgehaven
13185 Ridgedale Drive
Minnetonka, MN 55343
(612) 546-7710

10/30/1997 11:06:29
Invoice # 516449
Account # 952
Employee: MICHELLE S

Purchase Order # 791957

MOLLY NETZER
SRF CONSULTING GROUP, INC. #2765
1 CARLSON PKWY STE 150
MINNEAPOLIS, MN 55447-4453

4X6 MAT EXP	X	18	9.10
PROEXTRA 20% OFF D&P X		1	-1.82

Subtotal:	7.28
STATE TAX	.47
TOTAL:	7.75

TERMS: 2.0% NET 10 DAYS

Orders included above: 379361

Thank you for choosing PROEX!

Signature: _____

Print name: _____



STRGAR-ROSCOE-FAUSCH, INC.
CONSULTING ENGINEERS

BRUNING 9036

PRINT RECORD SHEET

80 81 82

DATE	JOB NO.	NAME OF JOB	NO. OF PRINTS	SHEET SIZE	CHECK ONE			INITIALS
					BOND	VELLUM	MYLAR	
11-3	2776	Henn trails	2	22X34	X			mpm
11/4	2586	ANOKA CSAH 1	1	30 x 36	X			LAG
11/4	2776	Henn trails	2	36 x 36	X			mpm
11/4	2196	T.H. 12	4	36 x 47	X			VGG
11/6	2181	Elm Cr Bnd	8	22 x 34	X			KMJ
11/7	2806	Chippewa County trails	1	36 x 35	X			mpm
11-10	2786	TH 101	4	34 x 22	X			LMH
11-11	2764	Carver Co	1	45 x 36	X			AGM
11-11	2764	Carver Co.	6	45 x 36	X			tw
11-11	2159.4	TH 610	6	36 x 56	X			BRW
11-12	2818.3	Manning Ave	1	36 x 157	X			JFL
11-12	2454	Fargo PCR	25	22 x 34	X			mci
11-12	2776	Henn trails	1	36 x 180	X			mpm
11-12	2741	Searns	4	45 x 36	X			AGM
11-13-97	2780.4	TH 100	3	22" x 34"	X			DAO
11-13-97	2790.4	Statewide Entry	3	22 x 34	X			BER
11-15-97	2741	Searns Co	6	45 x 36	X			AGM
11-18-97	2800.4	TH 47	1	36 x 52	X			BTU
11-18-97	2608.4	I-35	1	45 x 36	X			tw
11-19-97	2777.4	TH 100	1	36" x 50"	✓			DAO
11-19-97	2778.4	TH 100	2	36" x 56"	X			LAG
11-19-97	2765.4	Hinwartha Transp	1	34 x 27	X		1.34	MAG
11-19-97	2777.4	TH 100						
11-20-97	2778.4	TH 100	3	36" x 50"	X			LAG
11-20	2781.4	TH 100	1	36" x 200"	X			mci
11/26/97	2765.4	Hinwartha Tran.	2	36 x 44	X		4.62	MAG 25

[Print Record Log](#)

Date of Roll Change:

[illegible]

BUDGET ACTIVITY THRU PERIOD ENDING NOVEMBER 30, 1997
 MONITORING REPORT - 0972765
 RIVERVIEW / HIAWATHA TRANSITWAYS

cc: C. Zimmer
 M. Cote

	<u>BUDGET HOURS</u>	<u>BUDGET DOLLARS</u>	<u>CURRENT MONTH HOURS</u>	<u>CURRENT AMOUNT BILLED</u>	<u>TO DATE HOURS</u>	<u>TO DATE DOLLARS</u>	<u>TOTAL REMAINING HOURS</u>	<u>DOLLARS</u>
1. Project Initiation/Data Collection/Basemapping	45.0	\$3,440	1.0	\$59	37.3	\$3,452	7.7	(\$12)
2. Develop Objectives/Evaluation Criteria	15.0	\$1,130	4.5	\$245	24.0	\$1,257	-9.0	(\$127)
3. Feasibility of Alignment Alternatives	265.0	\$19,050	130.3	\$10,793	321.8	\$25,848	-56.8	(\$6,798)
4. Define Transit Service Characteristics	235.0	\$16,685	66.2	\$5,550	274.7	\$20,646	-39.7	(\$3,961)
5. Hiawatha Corridor Forecasts	195.0	\$14,120	112.5	\$5,862	231.5	\$8,440	-36.5	\$5,680
6. Riverview Corridor Forecasts	440.0	\$28,900	55.5	\$3,285	120.5	\$7,761	319.5	\$21,139
7. Cost Estimates	50.0	\$3,980	36.0	\$3,192	36.0	\$3,192	14.0	\$788
8. Evaluate Alternatives	140.0	\$10,215	0.0	\$0	0.0	\$0	140.0	\$10,215
9. Determine Next Steps	35.0	\$2,850	0.0	\$0	0.0	\$0	35.0	\$2,850
10. Draft & Final Reports	180.0	\$12,630	0.0	\$0	0.0	\$0	180.0	\$12,630
 SUBTOTAL - SRF LABOR	 1600.0	 \$113,000	 406.0	 \$28,986	 1045.8	 \$70,596	 554.2	 \$42,404
Direct Expenses		\$2,000		\$355		\$717		\$1,283
TOTALS		\$115,000		\$29,341		\$71,313		\$43,687

Hiawatha Costs:

Task 1 - 25%	\$860	\$15	\$864	(\$4)
Task 4 - 35%	\$5,820	\$1,942	\$7,226	(\$1,406)
Task 5 - 100%	\$14,120	\$5,862	\$8,440	\$5,680
 Totals	 \$20,800	 \$7,819	 \$16,530	 \$4,270

COMMISSION # 972765
 RIVERVIEW/HIAWATHA TRANSITWAYS
 PERIOD ENDING: NOVEMBER 30, 1997

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
G. Seger	Principal	110.00	39.0	4290.00
C. Zimmer	Principal	110.00	18.0	1980.00
J. Kern	Sr. Associate	100.00	35.5	3550.00
J. Thiesse	Associate	88.68	58.5	5187.78
S. Wilson	Associate	83.31	49.0	4082.19
M. Cote	Associate	78.15	14.0	1094.10
P. Zager	Engineer	55.17	24.0	1324.08
B. Hackett	Planner	59.46	1.0	59.46
D. Roscoe	Planner	40.95	14.0	573.30
J. Monahan	Planner	40.95	100.5	4115.48
B. Liebeck	Planner	36.00	0.5	18.00
M. Gallagher	Trans. Planner	45.87	13.0	596.31
B. Doyle	Principal Technician	62.55	8.5	531.68
J. VanBeck	Principal Technician	61.32	1.0	61.32
V. Graf	Sr. Technician	48.30	10.3	497.49
D. Paulu	Project Designer	54.36	16.5	896.94
J. Lubarda	Admin. Assistant	52.00	0.5	26.00
B. Bersie-Ashfeld	Word Processor	52.00	1.7	88.40
T. Welch	Clerical	27.69	0.5	13.85
----- TOTALS -----			406.0	28986.38

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Partial Payment No. 5

Prepared By: _____

Project: Riverview Transit Corridor Study
Contract Agreement Number

Project Cost Center: R97 59114

Agreement No: PA 388

Ramsey County Regional
Railroad Authority
665 RCGC-West
St. Paul, MN 55102

Contractor: SRF Consulting Group, Inc
One Carlson Pkwy N #150
Minneapolis, MN 55447

Account Number R97 59114 - 020102

Percent Completed: 87.5%

Total Value of Work Certified - (Date) Dec. 31, 1997

\$ 100,674.42

Less 5% Retainage

\$ 5,033.71

Amount Due

\$ 95,640.71

Less Previously Approved Payments:

67,748.76

Allowable Payment for this Partial:

\$ 27,891.95

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.

2/19/98

Date

K. Lesperance

Director, RC Regional Railroad Planning

Date

Consultant

Previous Partial:	RCRRA & Others Share	HCRRRA Share	Total
Partial Payment No. 1	\$ 790.67	\$ 302.66	\$ 1,093.33
Partial Payment No. 2	\$ 9,782.15	\$ 3,336.86	\$ 13,119.01
Partial Payment No. 3	\$ 21,026.96	\$ 4,634.88	\$ 25,661.84
Partial Payment No. 4	\$ 20,446.48	\$ 7,428.10	\$ 27,874.58
Partial Payment No. 5	\$ 22,715.70	\$ 5,176.26	\$ 27,891.95
Partial Payment No. 6		\$	-
Partial Payment Total:	\$ 74,761.96	\$ 20,878.76	\$ 95,640.71

Summary of Agreement

Original Agreement Amount:

\$ 115,000.00

Less Total Partial Payments (Including this payment)

\$ 95,640.71

Amount Remaining on Agreement

\$ 19,359.29

<u>SRF Summary of Billings</u>			
	This Billing	Past Billing	Total to Date
<u>HCRRA Cost Share</u>	\$ 5,448.69	\$ 16,528.95	\$ 21,977.64
5% Retainage	\$ 272.43	\$ 826.45	\$ 1,098.88
Amount Due	\$ 5,176.26	\$ 15,702.50	\$ 20,878.76
<u>RCRRA, Saint Paul, MN Dot</u>			
<u>& Met Council Share</u>	\$ 23,911.26	\$ 54,785.53	\$ 78,696.79
5% Retainage	\$ 1,195.56	\$ 2,739.28	\$ 3,934.84
Amount Due	\$ 22,715.70	\$ 52,046.25	\$ 74,761.95
<u>Total Billing</u>			
	\$ 29,359.95	\$ 71,314.48	\$ 100,674.43
5% Retainage	\$ 1,468.00	\$ 3,565.72	\$ 5,033.72
Amount Due	\$ 27,891.95	\$ 67,748.76	\$ 95,640.71

<u>Summary of Funding Sources</u>			
	Total Share	Paid to Date	Balance
Metropolitan Council	\$ 24,750.00	\$ 24,750.00	\$ -
HCRRA	\$ 10,400.00	\$ 10,400.00	\$ -
MN DOT	\$ 47,100.00	\$ 47,100.00	\$ -
Saint Paul	\$ 15,000.00	\$ 15,000.00	\$ -
RCRRA	\$ 17,750.00	\$ 17,750.00	\$ -
Total	\$ 115,000.00	\$ 115,000.00	\$ -

Details

	Budget Hours	Budget Dollars	Hours Billed 8/31/97	Dollars Billed 8/31/97	Hours Billed 9/30/97	Dollars Billed 9/30/97	Hours Billed 10/31/97	Dollars Billed 10/31/97	Hours Billed 11/30/97	Dollars Billed 11/30/97	Hours Billed 12/31/97	Dollars Billed 12/31/97	To Date Hours	To Date Billed	Total Remaining Hours	Total Remaining Dollars
1. Project Initiation/Data Collection/Basemapping	45.0	3,440	8.0	880.00	15.3	1,525.59	13.0	986.69	1.0	59.46	0.0	-	37.3	3,451.74	7.7	(11.74)
2. Develop Objectives/Evaluation Criteria	15.0	1,130	0.0	-	10.0	632.36	9.5	379.82	4.5	244.62	0.0	-	24.0	1,256.80	(9.0)	(126.80)
3. Feasibility of Alignment Alternatives	265.0	19,050	0.0	-	55.0	3,911.93	136.5	11,142.97	130.3	10,793.39	0.0	-	321.8	25,848.29	(56.8)	(6,798.29)
4. Define Transit Service Characteristics	235.0	16,685	1.5	124.97	123.0	7,010.92	84.0	7,960.34	66.2	5,549.79	0.0	-	274.7	20,646.02	(39.7)	(3,961.02)
5. Hiawatha Corridor Forecasts	195.0	14,120	0.5	55.00	8.5	677.27	38.0	1,846.03	112.5	5,861.76	66.5	5,448.69	226.0	13,888.75	(31.0)	231.25
6. Riverview Corridor Forecasts	440.0	28,900	0.5	55.00	0.0	-	64.5	4,421.60	55.5	3,284.89	177.5	9,174.29	298.0	16,935.78	142.0	11,964.22
7. Cost Estimates	50.0	3,980	0.0	-	0.0	-	0.0	-	36.0	3,192.48	27.5	2,865.10	63.5	6,057.58	(13.5)	(2,077.58)
8. Evaluate Alternatives	140.0	10,215	0.0	-	0.0	-	0.0	-	0.0	-	222.0	11,506.08	222.0	11,506.08	(82.0)	(1,291.08)
9. Determine Next Steps	35.0	2,850	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	35.0	2,850.00
10. Draft & Final Reports	180.0	12,630	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	180.0	12,630.00
SUBTOTAL - SRF Labor	1600.0	113,000	10.5	1,114.97	211.8	13,758.07	345.5	26,737.45	406.0	28,986.39	493.5	28,994.16	1467.3	99,591.04	132.7	13,408.96
Direct Expenses		2,000		35.90		51.42		275.01		355.27		365.79		1,083.39		916.61
Totals		115,000		1,150.87		13,809.49		27,012.46		29,341.66		29,359.95		100,674.43		14,325.57

Hiawatha Costs:																
Task 1 - 25%		860		220.00		381.40		246.67		14.87		-		862.94		(2.94)
Task 4 - 35%		5,820		43.59		2,453.82		2,786.12		1,942.43		-		7,225.96		(1,406.23)
Task 5 - 100%		14,120		55.00		677.27		1,846.03		5,861.76		5,448.69		13,888.75		231.25
Totals		20,800		318.59		3,512.49		4,878.82		7,819.05		5,448.69		21,977.64		(1,177.91)

BUDGET ACTIVITY THRU PERIOD ENDING DECEMBER 31, 1997
 MONITORING REPORT - 0972765
 RIVERVIEW / HIAWATHA TRANSITWAYS

cc: C. Zimmer
 M. Cote

	BUDGET HOURS	BUDGET DOLLARS	CURRENT MONTH HOURS	CURRENT AMOUNT BILLED	TO DATE HOURS	TO DATE DOLLARS	TOTAL REMAINING HOURS	TOTAL REMAINING DOLLARS
1. Project Initiation/Data Collection/Basemapping	45.0	\$3,440	0.0	\$0	37.3	\$3,452	7.7	(\$12)
2. Develop Objectives/Evaluation Criteria	15.0	\$1,130	0.0	\$0	24.0	\$1,257	-9.0	(\$127)
3. Feasibility of Alignment Alternatives	265.0	\$19,050	0.0	\$0	321.8	\$25,848	-56.8	(\$6,798)
4. Define Transit Service Characteristics	235.0	\$16,685	0.0	\$0	274.7	\$20,646	-39.7	(\$3,961)
5. Hiawatha Corridor Forecasts	195.0	\$14,120	66.5	\$5,449	298.0	\$13,889	-103.0	\$231
6. Riverview Corridor Forecasts	440.0	\$28,900	177.5	\$9,174	298.0	\$16,935	142.0	\$11,965
7. Cost Estimates	50.0	\$3,980	27.5	\$2,865	63.5	\$6,057	-13.5	(\$2,077)
8. Evaluate Alternatives	140.0	\$10,215	222.0	\$11,506	222.0	\$11,506	-82.0	(\$1,291)
9. Determine Next Steps	35.0	\$2,850	0.0	\$0	0.0	\$0	35.0	\$2,850
10. Draft & Final Reports	180.0	\$12,630	0.0	\$0	0.0	\$0	180.0	\$12,630
 SUBTOTAL - SRF LABOR	 1600.0	 \$113,000	 493.5	 \$28,994	 1539.3	 \$99,590	 60.7	 \$13,410
Direct Expenses		\$2,000		\$366		\$1,083		\$917
TOTALS		\$115,000		\$29,360		\$100,673		\$14,327

Hiawatha Costs:

Task 1 - 25%	\$860	\$0	\$864	(\$4)
Task 4 - 35%	\$5,820	\$0	\$7,226	(\$1,406)
Task 5 - 100%	\$14,120	\$5,449	\$13,889	\$231
 Totals	 \$20,800	 \$5,449	 \$21,979	 (\$1,179)

OK to pay
 KD



Consulting Group, Inc.

One Carlson Parkway North, Suite 150, Minneapolis, Minnesota 55447-4443

INVOICE

(612) 475-0010

(612) 475-2429 FAX

Refer to File: 0972765

Invoice No: 2765-5

Invoice Date: 01/15/98

Period Ending: 12/31/97

Ms. Kathy DeSpiegelaere
Director of Light Rail Transit Planning
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
Suite 665 RCGC - West
50 West Kellogg Blvd.
St. Paul, MN 55102

re: RIVERVIEW / HIAWATHA TRANSITWAYS

Summary of professional engineering services rendered:

	CURRENT PERIOD	CUMULATIVE TO DATE
Total Labor and Overhead (See Attached)	28,994.16	99,591.03
Total Direct Non-Salary Costs (See Attached)	365.79	1,083.39
SUBTOTAL	29,359.95	100,674.42
Less Retainage 5%	1,468.00	5,033.71
NET TOTAL	27,891.95	95,640.71
TOTAL AMOUNT DUE THIS INVOICE	27,891.95	
	=====	

COMMISSION # 972765.05
RIVERVIEW / HIAWATHA-HIAWATHA FORECASTS
PERIOD ENDING: DECEMBER 31, 1997

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
C. Zimmer	Principal	110.00	2.5	275.00
J. Kern	Sr. Associate	100.00	15.2	1520.00
S. Wilson	Associate	83.31	37.8	3149.12
M. Gallagher	Trans. Planner	45.87	11.0	504.57
-----	TOTALS -----		66.5	5448.69

COMMISSION # 972765.06
RIVERVIEW / HIAWATHA-RIVERVIEW FORECASTS
PERIOD ENDING: DECEMBER 31, 1997

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
C. Zimmer	Principal	110.00	2.5	275.00
J. Kern	Sr. Associate	100.00	15.3	1530.00
S. Wilson	Associate	83.31	19.2	1599.55
J. Monahan	Planner	40.95	133.5	5466.83
M. Gallagher	Trans. Planner	45.87	6.0	275.22
T. Welch	Clerical	27.69	1.0	27.69
-----	TOTALS -----		177.5	9174.29

COMMISSION # 972765.07
RIVERVIEW/HIAWATHA-COST ESTIMATES
PERIOD ENDING: DECEMBER 31, 1997

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
G. Seger	Principal	110.00	20.0	2200.00
J. Thiesse	Associate	88.68	7.5	665.10
----- SUB-TOTAL -----			27.5	2865.10

COMMISSION # 972765.08
 RIVERVIEW/HIAWATHA-EVALUATE ALTERNATIVES
 PERIOD ENDING: DECEMBER 31, 1997

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
C. Zimmer	Principal	110.00	11.0	1210.00
A. Hopkins	Sr. Associate	94.53	1.3	122.89
M. Cote	Associate	78.15	5.5	429.83
J. Ross	Associate	75.42	5.2	392.18
B. Hackett	Planner	59.46	1.0	59.46
M. Mega	Planner	43.29	0.5	21.65
D. Roscoe	Planner	40.95	95.0	3890.25
M. McGarvey	Landscape Architect	46.74	1.0	46.74
D. Harken	Sr. CADD Specialist	63.63	4.0	254.52
V. Graf	Sr. Technician	48.30	35.0	1690.50
D. Paulu	Project Designer	54.36	58.5	3180.06
B. Bersie-Ashfeld	Word Processor	52.00	4.0	208.00
----- SUB-TOTAL -----			222.0	11506.08

DIRECT NON-SALARY COSTS (SUMMARY)
PERIOD ENDING: DECEMBER 31, 1997

RIVERVIEW/HIAWATHA TRANSITWAYS

CAT. #	CATEGORY	
1	MILEAGE AT 0.31/MILE	81.22
2	PARKING	7.00
16	DATA RESEARCH	252.50
21	FILM & DEVELOPING	9.82
22	SUPPLIES	9.00
80	BRUNING BOND PRINTS	6.25

TOTAL DIRECT EXPENSES		365.79

NOTE: Sales tax is included in costs of in-house copies, prints, and stats.

DIRECT NON-SALARY COSTS (DETAILS)
 PERIOD ENDING: DECEMBER 31, 1997

SUB-COMM	CAT	DATE	SOURCE	NO. ORGS	NO. EACH	LENGTH	WIDTH	TOTAL COPIES	NO. STATS	NO. UNITS	MILES	AMOUNT	TOTAL CHARGE
972765.00	1	1	D Roscoe								65.0 ✓		20.15
972765.00	1	31	G Seger								44.0 ✓		13.64
972765.00	1	31	D Roscoe								141.0 ✓		43.71
972765.00	1	31	T Welch								12.0 ✓		3.72
972765.00	2	31	G Seger									4.00	4.00 ✓
972765.00	2	31	D Roscoe									3.00	3.00 ✓
972765.00	16	11	Accounts Payable									172.50	172.50 ✓
972765.00	16	11	Accounts Payable									80.00	80.00 ✓
972765.00	21	9	In-House									1.95	1.95 ✓
972765.00	21	11	Accounts Payable									7.87	7.87 ✓
972765.00	22	11	Accounts Payable									9.00	9.00 ✓
972765.00	80	11	In-House			36.0	32.0	2					3.36 ✓
972765.00	80	17	In-House			36.0	55.0	1					2.89 ✓

Employee Name GER NEGER

[illegible]

Total Miles: 600 @ \$.46/mile = \$ 272.00

Total Parking: = \$ 975

TOTAL SIDE 2: = \$ 281⁷⁵

[illegible]

Employee No.

Employee Name

Name Donna, Rescue

[illegible]

Total Miles: 78 @ \$.31/mile = \$ 24.18

Total Parking: = \$ _____

TOTAL SIDE 2: = \$ 24.10

Proj.	Miles	Proj.	Miles	Proj.	Miles	Proj.	Miles	Proj.	Miles	Proj.	Miles	Proj.	Miles
2803	13												
2765	65												

41

Side 2

Employee No.

Employee Name

Donna Roscoe

[illegible]

Total Miles: 175 @ \$.31/mile = \$ 54.25

Total Parking: = \$ 3.00-

TOTAL SIDE 2: = \$ 57.25 -

[illegible]

Total Miles: 139 @ \$.31/mile = \$ 43.09
 Total Parking: = \$ —
 TOTAL SIDE 2: = \$ 43.09

Proj.	Miles	Proj.	Miles	Proj.	Miles	Proj.	Miles	Proj.	Miles	Proj.	Miles	Proj.	Miles
001	55	206	5	2530	1								
2409	6	207	12	2531	5								
2405	6	208	10										
2456	8	209	12										
2400	6	210	6										

43

Side 2

Employee No. 003

Employee Name

GER SEGER

[illegible]

Total Miles: $\checkmark$ 600 @ \$.46/mile = \$ 272⁰⁰

Total Parking: = \$ 970

TOTAL SIDE 2: = \$ 281⁷⁵

[illegible]

2165

MINNESOTA HISTORY
CENTER

IN 12:30PM FR12/05/97 035 000416687
OUT 02:55PM FR12/05/97 AS 00 000000

>>>>> AMOUNT PAID: \$6003.00

THANK YOU

Detach the above stub and return with your remittance payable to: MN POLLUTION CONTROL AGENCY



The State of Minnesota

INVOICE

PAGE 1

Federal Tax ID: 41-6007162

Customer Number	Billing Code	Orig. Inv. Date
0000000987	32KA	

Customer Name	Invoice Number	Invoice Date	Due Date
SRF CONSULTING GROUP	R32-33400001948	11/26/97	12/26/97

Ref Line No.	DESCRIPTION	Date of Service	No. of Units	Unit of Measure	Unit Price	CHARGES/CREDIT
01	RIVERVIEW TRANSIT CORRIDOR STU	11/05/97	3.00	HRS	57.500	172.50
INVOICE TOTAL:						172.50

#2765

Vendor ID # ²00 MIN 07

IF YOU HAVE ANY QUESTIONS, PLEASE CALL: 612-297-1796
CONTACT: CAROLE NELSON

Job 2765 Amt 172.50 A/C 535

Job _____ Amt _____ A/C _____

Job _____ Amt _____ A/C _____

GF1110

46

INVOICE

To: SRF Consulting Group, Inc.
One Carlson Parkway North, Suite 150
Minneapolis, MN 55447-4443

Attn: Donna Roscoe

Invoice Date: 11/24/97

For services rendered in response to a data request of the Minnesota Natural Heritage Information System

Date of Data Request: 10/29/97

ES File Number: 980299

Description

Charge

Riverview Transit Corridor Study. Ramsey & Hennepin Counties. \$ 80.00

TOTAL DUE: \$ 80.00

Please remit payment by 12/30/97 to:

Minnesota Department of Natural Resources
Administrative Services Unit - Box 20
500 Lafayette Road
Saint Paul, MN 55155

ok # 2765
cz
Vendor ID # 00 NIN 09

Make checks payable to: the State of Minnesota
Please reference ES file number noted above on the check.

Job 2765 ✓ Amt 20.00 A/C 535 ✓

Job _____ Amt _____ A/C _____

Past due invoices will be turned over to the Department of Revenue for collection.

Credit will not be extended to any account with an invoice over 60 days past due.

DATE: 12/1/97
 COMM. #: 6765
 COST: : 5.42
 EMPL.: D. Rocco

2765 - 13 Pictures 1.95
 1.4 - 23 " 3.47
 (J. L. L.)

AT TARGET GUEST SERVICE IS JOB ONE
 11/05/97 0220091 4775 3 20:31 227

with tax

001 056030701 KODAK FILM	T	41.88	
24/200 QTY 12 @	3.49 EACH		3.72
002 056030273 KODAK FILM	T	15.84	
12/200 QTY 6 @	2.64 EACH		2.81
003 056030706 KODAK FILM	T	20.36	
36/200 QTY 4 @	5.09 EACH		5.42
004 057050204 MAXELL T120	T	2.99	3.18
005 057050086 SONY VHSC	T	7.99	4.26
SUBTOTAL		89.06	
T= 6.50 % TAX		5.79	
TOTAL		94.85	

DISCOVER CHARGE 94.85
 ACCOUNT NUMBER * 6011007844527969
 00 A 005983 01/98

VALIDATION # 11296713

↓ INDICATES SALE PRICE

THANKS FOR SHOPPING AT TARGET
 GIVING BACK TO OUR COMMUNITIES
 ON EVERY PURCHASE SINCE 1962

INVOICE

PROEX PHOTO RIDGEHAVEN 0002
Ridgehaven
13185 Ridgedale Drive
Minnetonka, MN 55343
(612) 546-7710

11/06/1997 16:18:32
Invoice # 518351
Account # 952
Employee: JOSHUA S

Purchase Order # 791963

#2765.3

MOLLY NETZER
SRF CONSULTING GROUP, INC.
1 CARLSON PKWY STE 150
MINNEAPOLIS, MN 55447-4453

4X6 GLS N/D	X	25	9.24
PROEXTRA 20% OFF D&P X	X	1	-1.85

Subtotal:	7.39
STATE TAX	.48
TOTAL:	7.87

TERMS: 2.0% NET 10 DAYS

Orders included above: 938737

Thank you for choosing PROEX!

Signature: _____

Print name: _____

3380/3

Thank you for choosing PROEX!

Signature: _____

Print name: _____



CONSULTING GROUP, INC.

Transportation • Civil • Structural • Environmental • Planning • Traffic • Landscape Architecture • Parking

SRF No. 0972765

December 9, 1997

Mr. Mike Kramer
Planning and Zoning
CITY OF ST. PAUL
25 W. 4th Street
1100 City Hall Annex
St. Paul, MN 55102

Dear Mr. Kramer:

I am requesting the zoning maps for the City of St. Paul that we discussed on the phone on December 9th. As I understand, there are about 44 individual zoning maps that cover the entire city. I have included in this letter a check for the zoning maps- \$7.00 for the maps and \$2.00 for shipping and handling for a total of \$9.00. If you have any questions please call me at 475-0010.

Sincerely,

SRF CONSULTING GROUP, INC.

Donna Roscoe
Environmental Planner

Vendor ID # NOF
Job 2765 Amt 9.00 A/C 529
Job _____ Amt _____ A/C _____
Job _____ Amt _____ A/C _____

One Carlson Parkway North, Suite 150, Minneapolis, MN 55447-4443
Telephone (612) 475-0010 • Fax (612) 475-2429 • <http://www.srfconsulting.com>

An Equal Opportunity Employer

50



STRGAR-ROSCOE-FAUSCH, INC.
CONSULTING ENGINEERS

BRUNING 9036

PRINT RECORD SHEET

80 81 82

DATE	JOB NO.	NAME OF JOB	NO. OF PRINTS	SHEET SIZE	CHECK ONE			INITIALS
					BOND	VELLUM	MYLAR	
12/3/97	2671	TH 13	2	22 x 34	✓			MDH
12/3/97	1829	Berkshire Lane	95	22 x 34			X	LJA
12/4/97	2713	WEST 78TH ST.	24	22 x 34	✓			MAB
12-5	2517.5	Hlanathg	1	36" x 600"	✓			MCI
12-5	2228	Peony	3	22 x 34	✓			HRD
12-8	2517	HILWATHA	1	22 x 34	✓			R.W.
12/8	2847	NORLE/97TH	1	22 x 34	X			LAG
12/8	2622	SCHMIDT LAKE RD	4	22 x 34			X	JMS
12/4	2517	TH 55	1	22 x 34	x			CRJ
12-9	1797	Dell Road	23	22 x 34	X			LJA
12-9	2671	TH 13	1	36 x 380	X			TMS
12-10	2517.5	HILWATHA AVE	1	36 x 90	x			BRW
12-10	2671	TH 13	1	36 x 95	X			TMS
12-10	1913	Ayd Mill Rd.	4	36" x 111"	X			MCI
12-11	2162	Riverview	2	36 x 32	X			DLR
12-11	2162	2682 The burre	1	22 x 34	X			MDH
12-11	2759	TH 169 Brooklyn P.	2	22 x 34	X			DKWL
12/11	2800	TH 47	2	36 x 60	X			MDH
12/12	2756	Sxews / Lake	4	30 x 40	X			MPM
12/12	2182	Tillers	6	22 x 34	X			GWE
12/12	2847	NORLE/97TH	1	36 x 45	X			LAG
12/13	10233	SILVERADO RD	1	36 x 95	X			CRJ
12/13	10233	"	3	24 x 36	X			CRJ
12/15	10233	"	2	"	X			CRJ
12/15	2847	NORLE/97TH	1	36 x 45	X			LAG
12/15	2777.8	T. H. 100	1	36 x 48	X			BRW
12/16	2671.2	TH 13	1	36 x 80	X			BRW



STRGAR-ROSCOE-FAUSCH, INC.
CONSULTING ENGINEERS

BRUNING 9036

PRINT RECORD SHEET

DATE	JOB NO.	NAME OF JOB	NO. OF PRINTS	SHEET SIZE	CHECK ONE			INITIALS
					BOND	VELLUM	MYLAR	
16-Dec	2671	TH13 - Blackhawk	5	22" x 34"	✓			PC
12-16	2777.1	TH 100	3	24 x 36	✓			GWE
12-17	10233	Sitka Rd	2	36 x 60	✓			JBS
12-17	2794	Meranda Access	2	22 x 34	✓			JRP
12-17	2765	Riverview	1	36 x 55	✓			DLR
12-17	208 2254	Dunkirk Ave	1	36 x 22			X	LJA
"	"	"	3	"	X			LJA
12-18	2182	Tillamook	15	22 x 34	✓			GWE
"	2905	Mtka Plan	1	22 x 34	✓			AGM
12-17	2553.5	2553.5 LISFW	4	22 x 34	✓			mci
12-19	2806	CHIPP CO	1	22 x 34	✓			JR
12-19	2617	Eagan - TH13	2	22 x 34	✓			PTC
12-22	12622	SCHMIDT LAKE RD.	6	22 x 34	✓			JMS
12-22	2846.2	Noble / 97th	1	36" x 200"	✓			mci
12-22	2517.5	HANNAH AVE.	5	36" x 50"	✓			BRW
12-22	2171.4	TH 100	1	24" x 60"		✓		AA
12-22	2517.5	HANNAH AVE	1	36" x 100"	✓			BRW
12-23	2517	HANNAH AVE	2	22 x 34	✓			JBS
12-24	2517 2512	Hanna Rd.	12	22 x 34			✓	mci
12-24	2365	73 / I-394	40	22 x 34			✓	mci
12-24	2621.5	TH 7 Corridor	1	36" x 96"	✓			DKM
12-24	2623	SCHMIDT LK. RD	28	22 x 34	✓			JMS
12-25	2904	HAHC	2	22 x 34			✓	AGM
12-29	2666	TH169 Dist 3	1	36 x 80	✓			BH
12-29	2777.1	TH 100	4	29" x 36	✓			J.V.
12/30	2666	TH169 Dist 3	2	36 x 48"	✓			BH
12/30	2809	FARIBAULT CO.	2	36 x 42	✓			JR 52

COMMISSION # 972765
 RIVERVIEW/HIAWATHA TRANSITWAYS
 PERIOD ENDING: DECEMBER 31, 1997

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
G. Seger	Principal	110.00	20.0	2200.00
C. Zimmer	Principal	110.00	16.0	1760.00
J. Kern	Sr. Associate	100.00	30.5	3050.00
A. Hopkins	Sr. Associate	94.53	1.3	122.89
J. Thiesse	Associate	88.68	7.5	665.10
S. Wilson	Associate	83.31	57.0	4748.67
M. Cote	Associate	78.15	5.5	429.83
J. Ross	Associate	75.42	5.2	392.18
B. Hackett	Planner	59.46	1.0	59.46
M. Mega	Planner	43.29	0.5	21.65
D. Roscoe	Planner	40.95	95.0	3890.25
J. Monahan	Planner	40.95	133.5	5466.83
M. Gallagher	Trans. Planner	45.87	17.0	779.79
M. McGarvey	Landscape Architect	46.74	1.0	46.74
D. Harken	Sr. CADD Specialist	63.63	4.0	254.52
V. Graf	Sr. Technician	48.30	35.0	1690.50
D. Paulu	Project Designer	54.36	58.5	3180.06
B. Bersie-Ashfeld	Word Processor	52.00	4.0	208.00
T. Welch	Clerical	27.69	1.0	27.69
----- TOTALS -----			493.5	28994.16

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Partial Payment No. 6

Prepared By: _____

Project: Riverview Transit Corridor Study
Contract Agreement Number

Project Cost Center: R97 59114

Agreement No: PA 388

Ramsey County Regional
Railroad Authority
665 RCGC-West
St. Paul, MN 55102

Contractor: SRF Consulting Group, Inc
One Carlson Pkwy N #150
Minneapolis, MN 55447

Account Number R97 59114 - 020102

Percent Completed: 97.1%

Total Value of Work Certified - (Date) Jan. 31, 1998

\$ 111,702.74

Less 5% Retainage

\$ 5,585.13

Amount Due

\$ 106,117.61

Less Previously Approved Payments:

95,640.72

Allowable Payment for this Partial:

\$ 10,476.89

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.

2/19/98
Date

Klauspiegeler
Director, RC Regional Railroad Planning

Date

Consultant

	RCRRA & Others Share	HCRRA Share	Total
Previous Partial:			
Partial Payment No. 1	\$ 790.67	\$ 302.66	\$ 1,093.33
Partial Payment No. 2	\$ 9,782.15	\$ 3,336.86	\$ 13,119.01
Partial Payment No. 3	\$ 21,026.96	\$ 4,634.88	\$ 25,661.84
Partial Payment No. 4	\$ 20,446.48	\$ 7,428.10	\$ 27,874.58
Partial Payment No. 5	\$ 22,715.70	\$ 5,176.26	\$ 27,891.96
Partial Payment No. 6	\$ 7,645.44	\$ 2,831.47	\$ 10,476.90
Partial Payment Total:	\$ 82,407.40	\$ 23,710.23	\$ 106,117.62

Summary of Agreement

Original Agreement Amount: \$ 115,000.00

Less Total Partial Payments (Including this payment) \$ 106,117.62

Amount Remaining on Agreement \$ 8,882.38

<u>SRF Summary of Billings</u>			
	This Billing	Past Billing	Total to Date
<u>HCRRA Cost Share</u>	\$ 2,980.49	\$ 21,977.64	\$ 24,958.13
5% Retainage	\$ 149.02	\$ 1,098.88	\$ 1,247.91
Amount Due	\$ 2,831.47	\$ 20,878.76	\$ 23,710.23
<u>RCRRA, Saint Paul, MN Dot</u>			
<u>& Met Council Share</u>	\$ 8,047.83	\$ 78,696.79	\$ 86,744.62
5% Retainage	\$ 402.39	\$ 3,934.84	\$ 4,337.23
Amount Due	\$ 7,645.44	\$ 74,761.95	\$ 82,407.39
Total Billing	\$ 11,028.32	\$ 100,674.43	\$ 111,702.75
5% Retainage	\$ 551.42	\$ 5,033.72	\$ 5,585.14
Amount Due	\$ 10,476.90	\$ 95,640.71	\$ 106,117.61

<u>Summary of Funding Sources</u>			
	Total Share	Paid to Date	Balance
Metropolitan Council	\$ 24,750.00	\$ 24,750.00	\$ -
HCRRA	\$ 10,400.00	\$ 10,400.00	\$ -
MN DOT	\$ 47,100.00	\$ 47,100.00	\$ -
Saint Paul	\$ 15,000.00	\$ 15,000.00	\$ -
RCRRA	\$ 17,750.00	\$ 17,750.00	\$ -
Total	\$ 115,000.00	\$ 115,000.00	\$ -

Details

	Budget Hours	Budget Dollars	Hours Billed 8/31/97	Dollars Billed 8/31/97	Hours Billed 9/30/97	Dollars Billed 9/30/97	Hours Billed 10/31/97	Dollars Billed 10/31/97	Hours Billed 11/30/97	Dollars Billed 11/30/97	Hours Billed 12/31/97	Dollars Billed 12/31/97	Hours Billed 1/31/98	Dollars Billed 1/31/98	To Date Hours	To Date Billed	Total Remaining	
																	Hours	Dollars
1. Project Initiation/Data Collection/Basemapping	45.0	3,440	8.0	880.00	15.3	1,525.59	13.0	986.69	1.0	59.46	0.0	-	0.0	-	37.3	3,451.74	7.7	(11.74)
2. Develop Objectives/Evaluation Criteria	15.0	1,130	0.0	-	10.0	632.36	9.5	379.82	4.5	244.62	0.0	-	0.0	-	24.0	1,256.80	(9.0)	(126.80)
3. Feasibility of Alignment Alternatives	265.0	19,050	0.0	-	55.0	3,911.93	136.5	11,142.97	130.3	10,793.39	0.0	-	46.5	2,468.59	368.3	28,316.88	(103.3)	(9,266.88)
4. Define Transit Service Characteristics	235.0	16,685	1.5	124.97	123.0	7,010.92	84.0	7,960.34	66.2	5,549.79	0.0	-	4.5	450.00	279.2	21,096.02	(44.2)	(4,411.02)
5. Hiawatha Corridor Forecasts	195.0	14,120	0.5	55.00	8.5	677.27	38.0	1,846.03	112.5	5,861.76	66.5	5,448.69	39.0	2,822.99	265.0	16,711.74	(70.0)	(2,591.74)
6. Riverview Corridor Forecasts	440.0	28,900	0.5	55.00	0.0	-	64.5	4,421.60	55.5	3,284.89	177.5	9,174.29	54.5	4,528.68	352.5	21,464.46	87.5	7,435.54
7. Cost Estimates	50.0	3,980	0.0	-	0.0	-	0.0	-	36.0	3,192.48	27.5	2,865.10	0.0	-	63.5	6,057.58	(13.5)	(2,077.58)
8. Evaluate Alternatives	140.0	10,215	0.0	-	0.0	-	0.0	-	0.0	-	222.0	11,506.08	1.5	149.08	223.5	11,655.16	(83.5)	(1,440.16)
9. Determine Next Steps	35.0	2,850	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	4.0	440.00	4.0	440.00	31.0	2,410.00
10. Draft & Final Reports	180.0	12,630	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.6	31.20	0.6	31.20	179.4	12,598.80
SUBTOTAL - SRF Labor	1600.0	113,000	10.5	1,114.97	211.8	13,758.07	345.5	26,737.45	406.0	28,986.39	493.5	28,994.16	150.6	10,890.54	1617.9	110,481.58	(17.9)	2,518.42
Direct Expenses		2,000		35.90		51.42		275.01		355.27		365.79		137.78		1,221.17		778.83
Totals		115,000		1,150.87		13,809.49		27,012.46		29,341.66		29,359.95		11,028.32		111,702.75		3,297.25
Hiawatha Costs:																		
Task 1 - 25%		860		220.00		381.40		246.67		14.87		-		-		862.94		(2.94)
Task 4 - 35%		5,820		43.59		2,453.82		2,786.12		1,942.43		-		157.50		7,383.46		(1,563.73)
Task 5 - 100%		14,120		55.00		677.27		1,846.03		5,861.76		5,448.69		2,822.99		16,711.74		(2,591.74)
Totals		20,800		318.59		3,512.49		4,878.82		7,819.05		5,448.69		2,980.49		24,958.13		(4,158.40)

BUDGET ACTIVITY THRU PERIOD ENDING JANUARY 31, 1998
 MONITORING REPORT - 0972765
 RIVERVIEW / HIAWATHA TRANSITWAYS

cc: C. Zimmer
 M. Cote

	BUDGET HOURS	BUDGET DOLLARS	CURRENT MONTH HOURS	CURRENT AMOUNT BILLED	TO DATE HOURS	TO DATE DOLLARS	TOTAL REMAINING HOURS	TOTAL REMAINING DOLLARS
1. Project Initiation/Data Collection/Basemapping	45.0	\$3,440	0.0	\$0	37.3	\$3,452	7.7	(\$12)
2. Develop Objectives/Evaluation Criteria	15.0	\$1,130	0.0	\$0	24.0	\$1,257	-9.0	(\$127)
3. Feasibility of Alignment Alternatives	265.0	\$19,050	46.5	\$2,468	368.3	\$28,316	-103.3	(\$9,266)
4. Define Transit Service Characteristics	235.0	\$16,685	4.5	\$450	279.2	\$21,096	-44.2	(\$4,411)
5. Hiawatha Corridor Forecasts	195.0	\$14,120	39.0	\$2,823	337.0	\$16,712	-142.0	(\$2,592)
6. Riverview Corridor Forecasts	440.0	\$28,900	54.5	\$4,529	352.5	\$21,464	87.5	\$7,436
7. Cost Estimates	50.0	\$3,980	0.0	\$0	63.5	\$6,057	-13.5	(\$2,077)
8. Evaluate Alternatives	140.0	\$10,215	1.5	\$149	223.5	\$11,655	-83.5	(\$1,440)
9. Determine Next Steps	35.0	\$2,850	4.0	\$440	4.0	\$440	31.0	\$2,410
10. Draft & Final Reports	180.0	\$12,630	0.6	\$31	0.6	\$31	179.4	\$12,599
 SUBTOTAL - SRF LABOR	 1600.0	 \$113,000	 150.6	 \$10,890	 1689.9	 \$110,480	 -89.9	 \$2,520
Direct Expenses		\$2,000		\$138		\$1,221		\$779
TOTALS		\$115,000		\$11,028		\$111,701		\$3,299

Hiawatha Costs:

Task 1 - 25%	\$860	\$0	\$864	(\$4)
Task 4 - 35%	\$5,820	\$158	\$7,384	(\$1,564)
Task 5 - 100%	\$14,120	\$2,823	\$16,712	(\$2,592)
 Totals	 \$20,800	 \$2,981	 \$24,960	 (\$4,160)

02
 RD

**INVOICE****Consulting Group, Inc.**

One Carlson Parkway North, Suite 150, Minneapolis, Minnesota 55447-4443

(612) 475-0010

(612) 475-2429 FAX

Refer to File: 0972765

Invoice No: 2765-6

Invoice Date: 01/31/98

Period Ending: 01/31/98

Ms. Kathy DeSpiegelaere
Director of Light Rail Transit Planning
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
Suite 665 RCGC - West
50 West Kellogg Blvd.
St. Paul, MN 55102

re: RIVERVIEW / HIAWATHA TRANSITWAYS

Summary of professional engineering services rendered:

	CURRENT PERIOD	CUMULATIVE TO DATE
Total Labor and Overhead (See Attached)	10,890.54	110,481.57
Total Direct Non-Salary Costs (See Attached)	137.78	1,221.17
SUBTOTAL	11,028.32	111,702.74
Less Retainage 5%	551.42	5,585.13
NET TOTAL	10,476.90	106,117.61
TOTAL AMOUNT DUE THIS INVOICE	10,476.90	
	=====	

58

COMMISSION # 972765.03
RIVERVIEW/HIAWATHA-FEASIBILITY ALTER.
PERIOD ENDING: JANUARY 31, 1998

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
G. Seger	Principal	110.00	5.5	605.00
D. Roscoe	Planner	40.95	26.0	1064.70
V. Graf	Sr. Technician	48.30	1.0	48.30
D. Paulu	Project Designer	54.36	13.0	706.68
B. Bersie-Ashfeld	Word Processor	52.00	0.5	26.00
S. Fayette	Word Processor	35.82	0.5	17.91
----- SUB-TOTAL -----			46.5	2468.59

COMMISSION # 972765.04
RIVERVIEW/HIAWATHA-DEFINE TRANSIT SER
PERIOD ENDING: JANUARY 31, 1998

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
J. Kern	Sr. Associate	100.00	4.5	450.00
----- SUB-TOTAL -----			4.5	450.00

COMMISSION # 972765.05
RIVERVIEW/HIAWATHA-HIAWATHA FORECASTS
PERIOD ENDING: JANUARY 31, 1998

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
F. Robinson	Principal	110.00	3.0	330.00
C. Zimmer	Principal	110.00	8.0	880.00
S. Wilson	Associate	83.31	9.5	791.45
J. Monahan	Planner	40.95	5.5	225.23
M. Gallagher	Trans. Planner	45.87	13.0	596.31
----- SUB-TOTAL -----			39.0	2822.99

COMMISSION # 972765.06
RIVERVIEW/HIAWATHA-RIVERVIEW FORECASTS
PERIOD ENDING: JANUARY 31, 1998

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
F. Robinson	Principal	110.00	2.0	220.00
C. Zimmer	Principal	110.00	7.5	825.00
J. Kern	Sr. Associate	100.00	4.5	450.00
S. Wilson	Associate	83.31	32.0	2665.92
J. Monahan	Planner	40.95	4.5	184.28
M. Gallagher	Trans. Planner	45.87	4.0	183.48
----- SUB-TOTAL -----			54.5	4528.68

COMMISSION # 972765.08
RIVERVIEW/HIAWATHA-EVALUATE ALTERNATIVES
PERIOD ENDING: JANUARY 31, 1998

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
C. Zimmer	Principal	110.00	1.0	110.00
M. Cote	Associate	78.15	0.5	39.08
----- SUB-TOTAL -----			1.5	149.08

COMMISSION # 972765.09
RIVERVIEW/HIAWATHA-DETERMINE NEXT STEPS
PERIOD ENDING: JANUARY 31, 1998

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
C. Zimmer	Principal	110.00	4.0	440.00
----- SUB-TOTAL -----			4.0	440.00

COMMISSION # 972765.10
RIVERVIEW/HIAWATHA-DRAFT & FINAL REPORTS
PERIOD ENDING: JANUARY 31, 1998

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
J. Luberda	Admin. Assistant	52.00	0.6	31.20
-----	SUB-TOTAL -----		0.6	31.20

DIRECT NON-SALARY COSTS (SUMMARY)
PERIOD ENDING: JANUARY 31, 1998

RIVERVIEW/HIAWATHA TRANSITWAYS

CAT. #	CATEGORY	
1	MILEAGE AT 0.31/MILE	14.88
2	PARKING	5.00
9	SPECIAL DELIVERY	26.40
10	POSTAGE	36.67
13	IN-HOUSE COPY DUPLICATION	50.00
21	FILM & DEVELOPING	4.83
TOTAL DIRECT EXPENSES		----- 137.78

NOTE: Sales tax is included in costs of in-house copies, prints, and stats.

66

972765

DIRECT NON-SALARY COSTS (DETAILS)
PERIOD ENDING: JANUARY 31, 1998

PAGE 1

SUB-COMM	CAT	DATE	SOURCE	NO. ORGS	NO. EACH	LENGTH	WIDTH	TOTAL COPIES	NO. STATS	NO. UNITS	MILES	AMOUNT	TOTAL CHARGE
972765.00	1	31	G Seger								23.0		7.13
972765.00	1	31	F Robinson								25.0		7.75
972765.00	2	31	G Seger									5.00	5.00
972765.00	9	15	Accounts Payable									26.40	26.40
972765.00	10	6	In-House									36.67	36.67
972765.00	13	6	In-House	25	20			500					50.00
972765.00	21	15	Accounts Payable									4.83	4.83

67

Employee No.

Employee Name G. Seger

[illegible]

Total Miles:

Total Parkings:

TOTAL SIDE 2:

[illegible]

SIDE 2 86. F. Fobiusson

ation or

[illegible]

Total Miles: 703 @ 40 ~~270~~/mile = \$ 281.20
Total Parking: = \$ 10.25
TOTAL SIDE 2: = \$ 291.45

[illegible]

G. Sager

Total Miles: 543 @ \$.⁴⁰31/mile = \$ 217²⁰
 Total Parking: = \$ 10⁰⁰
 TOTAL SIDE 2: = \$ 227²⁰

70

ICC Regulations Require Payment of Freight Bills Within 7 Days



CONSULTING GROUP, INC.

Entered
over

Postage used
for month of

Jan 98

[illegible]

STRGAR-ROSCOE-FAUSCH, INC.
PHOTO COPIER RECORDS

FOR MONTH OF

January

DATE	SRF NO.	DESCRIPTION	FOR WHO:	NO. ORIG.	NO. COPIES	TOTAL	INITIAL
1/2	2503.X	T-35 Tube	Jack L	86	30	2580	fil
1/5	2545	T-35 Tube	Donna	52	10	520	fil
1/6	2747	114th Ave	JRD	20	1	20	JRD
1/6	2447.1	Traffic Calming	Joni	67	1	67	fil
1/6	2904	HAHC	April	1	52	52	fil
1/6	2904	HAHC	April	1	102	102	fil
1/6	2904	HAHC	April	1	52	52	fil
1/6	2904	HAHC	April	1	102	102	fil
1/6	2904	HAHC	April	8	52	416	fil
1/6	2765	Donna	Donna	25	15 20	500	fil
1/7	2793.X	Opus	Jeff B.	115	16	1840	fil
1/8	2793.X	Opus	Jeff B.	30	16	480	fil
1/8	2447.1	Traffic Calming	Joni H.	67	1	67	fil
1/9	2904	HAHC	April	1	150	150	fil
1/12	2089.10	H. Cloud	Bill G.	60	15 12	900	fil
1/12	2517	Plas Sheet TH55	TC	86	12 10	602	fil
1/13	2517	TH55 - Plas Sheet	TC	396	10	3960	fil
1/13	2509.X	TH10	Jennie R	12	30	360	fil
1/13	2810	CSAH 34	Matth.	32	1	32	fil
1/13	2509.X	TH10	Jennie R	21	30	630	fil
1/13	2509.X	TH10	Jennie R	37	30	1110	fil
1/13	2509.X	TH10	Jennie R	1	30	30	fil
1/14	2495	T-94 @ TH610	Jack L	35	12	420	fil
1/14	2495	T-94 @ Dink	Jack L	25	12	300	fil
1/14	2517	TH55/Plas Sheet	John T	43	10	430	fil

73

INVOICE

PROEX PHOTO RIDGEHAVEN 0002
Ridgehaven
13185 Ridgedale Drive
Minnetonka, MN 55343
(612) 546-7710

12/18/1997 10:42:48

Invoice # 531674
Account # 952
Employee: KIMBERLY K

Purchase Order # 791983

MOLLY NETZER
SRF CONSULTING GROUP, INC.
1 CARLSON PKWY STE 150
MINNEAPOLIS, MN 55447-4453

4X6 GLS N/D	X	37	001	12.60	= 8.58
4X6 GLS N/D	X	25	001	9.24	= 9.85

Subtotal:	21.84
STATE TAX	1.42
TOTAL:	23.26

TERMS: 2.0% NET 10 DAYS

Orders included above: 500622
500624

Thank you for choosing PROEX!

Signature: _____

Print name: _____

COMMISSION # 972765
RIVERVIEW/HIAWATHA TRANSITWAYS
PERIOD ENDING: JANUARY 31, 1998

EMPLOYEE	CLASSIFICATION	RATE/HR	HOURS	AMOUNT
G. Seger	Principal	110.00	5.5	605.00
F. Robinson	Principal	110.00	5.0	550.00
C. Zimmer	Principal	110.00	20.5	2255.00
J. Kern	Sr. Associate	100.00	9.0	900.00
S. Wilson	Associate	83.31	41.5	3457.37
M. Cote	Associate	78.15	0.5	39.08
D. Roscoe	Planner	40.95	26.0	1064.70
J. Monahan	Planner	40.95	10.0	409.50
M. Gallagher	Trans. Planner	45.87	17.0	779.79
V. Graf	Sr. Technician	48.30	1.0	48.30
D. Paulu	Project Designer	54.36	13.0	706.68
J. Lubarda	Admin. Assistant	52.00	0.6	31.20
B. Bersie-Ashfeld	Word Processor	52.00	0.5	26.00
S. Fayette	Word Processor	35.82	0.5	17.91
-----	TOTALS	-----	150.6	10890.53

Details

	Budget Hours	Budget Dollars	Hours Billed 8/31/97	Dollars Billed 8/31/97	Hours Billed 9/30/97	Dollars Billed 9/30/97	Hours Billed 10/31/97	Dollars Billed 10/31/97	Hours Billed 11/30/97	Dollars Billed 11/30/97	To Date Hours	To Date Billed	Total Remaining Hours	Total Remaining Dollars
1. Project Initiation/Data Collection/Basemapping	45.0	3,440	8.0	880.00	15.3	1,525.59	13.0	986.69	1.0	59.46	37.3	3,451.74	7.7	(11.74)
2. Develop Objectives/Evaluation Criteria	15.0	1,130	0.0	-	10.0	632.36	9.5	379.82	4.5	244.62	24.0	1,256.80	(9.0)	(126.80)
3. Feasibility of Alignment Alternatives	265.0	19,050	0.0	-	55.0	3,911.93	136.5	11,142.97	130.3	10,793.39	321.8	25,848.29	(56.8)	(6,798.29)
4. Define Transit Service Characteristics	235.0	16,685	1.5	124.97	123.0	7,010.92	84.0	7,960.34	66.2	5,549.79	274.7	20,646.02	(39.7)	(3,961.02)
5. Hiawatha Corridor Forecasts	195.0	14,120	0.5	55.00	8.5	677.27	38.0	1,846.03	112.5	5,861.76	159.5	8,440.06	35.5	5,679.94
6. Riverview Corridor Forecasts	440.0	28,900	0.5	55.00	0.0	-	64.5	4,421.60	55.5	3,284.89	120.5	7,761.49	319.5	21,138.51
7. Cost Estimates	50.0	3,980	0.0	-	0.0	-	0.0	-	36.0	3,192.48	36.0	3,192.48	14.0	787.52
8. Evaluate Alternatives	140.0	10,215	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	140.0	10,215.00
9. Determine Next Steps	35.0	2,850	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	35.0	2,850.00
10. Draft & Final Reports	180.0	12,630	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	180.0	12,630.00
SUBTOTAL - SRF Labor	1600.0	113,000	10.5	1,114.97	211.8	13,758.07	345.5	26,737.45	406.0	28,986.39	973.8	70,596.88	626.2	42,403.12
Direct Expenses		2,000		35.90		51.42		275.01		355.27		717.60		1,282.40
Totals		<u>115,000</u>		<u>1,150.87</u>		<u>13,809.49</u>		<u>27,012.46</u>		<u>29,341.66</u>		<u>71,314.48</u>		<u>43,685.52</u>

Hiawatha Costs:														
Task 1 - 25%		860		220.00		381.40		246.67		14.87		862.94		(2.94)
Task 4 - 35%		5,820		43.59		2,453.82		2,786.12		1,942.43		7,225.96		(1,406.23)
Task 5 - 100%		14,120		55.00		677.27		1,846.03		5,861.76		8,440.06		5,679.94
Totals		<u>20,800</u>		<u>318.59</u>		<u>3,512.49</u>		<u>4,878.82</u>		<u>7,819.05</u>		<u>16,528.95</u>		<u>4,270.78</u>

13

Details

	Budget Hours	Budget Dollars	Hours Billed 8/31/97	Dollars Billed 8/31/97	Hours Billed 9/30/97	Dollars Billed 9/30/97	Hours Billed 10/31/97	Dollars Billed 10/31/97	Hours Billed 11/30/97	Dollars Billed 11/30/97	Hours Billed 12/31/97	Dollars Billed 12/31/97	To Date Hours	To Date Billed	Total Remaining Hours	Total Remaining Dollars
1. Project Initiation/Data Collection/Basemapping	45.0	3,440	8.0	880.00	15.3	1,525.59	13.0	986.69	1.0	59.46	0.0	-	37.3	3,451.74	7.7	(11.74)
2. Develop Objectives/Evaluation Criteria	15.0	1,130	0.0	-	10.0	632.36	9.5	379.82	4.5	244.62	0.0	-	24.0	1,256.80	(9.0)	(126.80)
3. Feasibility of Alignment Alternatives	265.0	19,050	0.0	-	55.0	3,911.93	136.5	11,142.97	130.3	10,793.39	0.0	-	321.8	25,848.29	(56.8)	(6,798.29)
4. Define Transit Service Characteristics	235.0	16,685	1.5	124.97	123.0	7,010.92	84.0	7,960.34	66.2	5,549.79	0.0	-	274.7	20,646.02	(39.7)	(3,961.02)
5. Hiawatha Corridor Forecasts	195.0	14,120	0.5	55.00	8.5	677.27	38.0	1,846.03	112.5	5,861.76	66.5	5,448.69	226.0	13,888.75	(31.0)	231.25
6. Riverview Corridor Forecasts	440.0	28,900	0.5	55.00	0.0	-	64.5	4,421.60	55.5	3,284.89	177.5	9,174.29	298.0	16,935.78	142.0	11,964.22
7. Cost Estimates	50.0	3,980	0.0	-	0.0	-	0.0	-	36.0	3,192.48	27.5	2,865.10	63.5	6,057.58	(13.5)	(2,077.58)
8. Evaluate Alternatives	140.0	10,215	0.0	-	0.0	-	0.0	-	0.0	-	222.0	11,506.08	222.0	11,506.08	(82.0)	(1,291.08)
9. Determine Next Steps	35.0	2,850	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	35.0	2,850.00
10. Draft & Final Reports	180.0	12,630	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	180.0	12,630.00
SUBTOTAL - SRF Labor	1600.0	113,000	10.5	1,114.97	211.8	13,758.07	345.5	26,737.45	406.0	28,986.39	493.5	28,994.16	1467.3	99,591.04	132.7	13,408.96
Direct Expenses		2,000		35.90		51.42		275.01		355.27		365.79		1,083.39		916.61
Totals		115,000		1,150.87		13,809.49		27,012.46		29,341.66		29,359.95		100,674.43		14,325.57

Hiawatha Costs:																
Task 1 - 25%		860		220.00		381.40		246.67		14.87		-		862.94		(2.94)
Task 4 - 35%		5,820		43.59		2,453.82		2,786.12		1,942.43		-		7,225.96		(1,406.23)
Task 5 - 100%		14,120		55.00		677.27		1,846.03		5,861.76		5,448.69		13,888.75		231.25
Totals		20,800		318.59		3,512.49		4,878.82		7,819.05		5,448.69		21,977.64		(1,177.91)

Details

	Budget Hours	Budget Dollars	Hours Billed 8/31/97	Dollars Billed 8/31/97	Hours Billed 9/30/97	Dollars Billed 9/30/97	Hours Billed 10/31/97	Dollars Billed 10/31/97	Hours Billed 11/30/97	Dollars Billed 11/30/97	Hours Billed 12/31/97	Dollars Billed 12/31/97	Hours Billed 1/31/98	Dollars Billed 1/31/98	To Date Hours	To Date Billed	Total Remaining	
1. Project Initiation/Data Collection/Basemapping	45.0	3,440	8.0	880.00	15.3	1,525.59	13.0	986.69	1.0	59.46	0.0	-	0.0	-	37.3	3,451.74	7.7	(11.74)
2. Develop Objectives/Evaluation Criteria	15.0	1,130	0.0	-	10.0	632.36	9.5	379.82	4.5	244.62	0.0	-	0.0	-	24.0	1,256.80	(9.0)	(126.80)
3. Feasibility of Alignment Alternatives	265.0	19,050	0.0	-	55.0	3,911.93	136.5	11,142.97	130.3	10,793.39	0.0	-	46.5	2,468.59	368.3	28,316.88	(103.3)	(9,266.88)
4. Define Transit Service Characteristics	235.0	16,685	1.5	124.97	123.0	7,010.92	84.0	7,960.34	66.2	5,549.79	0.0	-	4.5	450.00	279.2	21,096.02	(44.2)	(4,411.02)
5. Hiawatha Corridor Forecasts	195.0	14,120	0.5	55.00	8.5	677.27	38.0	1,846.03	112.5	5,861.76	66.5	5,448.69	39.0	2,822.99	265.0	16,711.74	(70.0)	(2,591.74)
6. Riverview Corridor Forecasts	440.0	28,900	0.5	55.00	0.0	-	64.5	4,421.60	55.5	3,284.89	177.5	9,174.29	54.5	4,528.68	352.5	21,464.46	87.5	7,435.54
7. Cost Estimates	50.0	3,980	0.0	-	0.0	-	0.0	-	36.0	3,192.48	27.5	2,865.10	0.0	-	63.5	6,057.58	(13.5)	(2,077.58)
8. Evaluate Alternatives	140.0	10,215	0.0	-	0.0	-	0.0	-	0.0	-	222.0	11,506.08	1.5	149.08	223.5	11,655.16	(83.5)	(1,440.16)
9. Determine Next Steps	35.0	2,850	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	4.0	440.00	4.0	440.00	31.0	2,410.00
10. Draft & Final Reports	180.0	12,630	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.6	31.20	0.6	31.20	179.4	12,598.80
SUBTOTAL - SRF Labor	1600.0	113,000	10.5	1,114.97	211.8	13,758.07	345.5	26,737.45	406.0	28,986.39	493.5	28,994.16	150.6	10,890.54	1617.9	110,481.58	(17.9)	2,518.42
Direct Expenses		2,000		35.90		51.42		275.01		355.27		365.79		137.78		1,221.17		778.83
Totals		115,000		1,150.87		13,809.49		27,012.46		29,341.66		29,359.95		11,028.32		111,702.75		3,297.25
.....																		
.....																		
.....																		
.....																		
Hiawatha Costs:																		
Task 1 - 25%	860		220.00		381.40		246.67		14.87		-		-		862.94		(2.94)	
Task 4 - 35%	5,820		43.59		2,453.82		2,786.12		1,942.43		-		157.50		7,383.46		(1,563.73)	
Task 5 - 100%	14,120		55.00		677.27		1,846.03		5,861.76		5,448.69		2,822.99		16,711.74		(2,591.74)	
Totals	20,800		318.59		3,512.49		4,878.82		7,819.05		5,448.69		2,980.49		24,958.13		(4,158.40)	

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

9

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

1/29/98
Date

Board Action Requested

- A) Approve the Construction Agreement between RCRRA and Brooks Fiber Communication of Minnesota to install fiber optic cable crossing RCRRA right of way East and West of Earl Street in St. Paul.
- B) Authorize the Chairman of the Ramsey County Regional Railroad Authority to sign the Construction Agreement on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

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

Budgeting and Accounting

Vern Wohlgast 2/3/98

County Attorney

Gail MacMillan 2/3/98

Risk Management

Denise E. Kepler. pending.

Documentation certified complete for:

March 17, 1998

Board Date

Kristine A. Longhenry

Signature

January 29, 1998

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, Brooks Fiber Communications of Minnesota, has requested permission to use a portion of the right of way near Earl Street in St. Paul to install a fiber optic communications cable; and

WHEREAS, A construction agreement has been negotiated to provide for the installation of the fiber optic cable; and

WHEREAS, The granting of this construction agreement will not affect the future development potential of the corridor for light rail or trail use; Now Therefore Be It

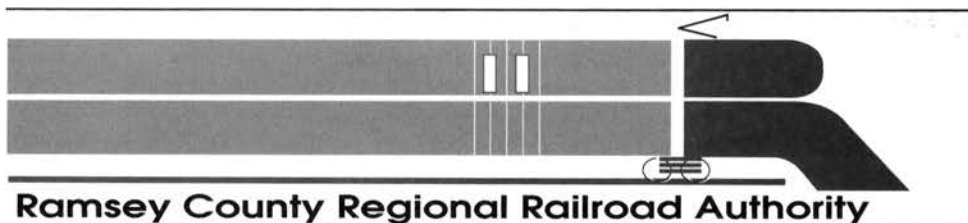
RESOLVED, That the construction agreement is hereby approved; and Be It Further

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
Tony Bennett	—	—	—
Dino Guerin	—	—	—
Susan M. Haigh	—	—	—
Rafael E. Ortega	—	—	—
Victoria Reinhardt	—	—	—
Janice Rettman	—	—	—
Jan Wiessner	—	—	—

Rafael E. Ortega, Chairman

By: _____
Jan Wiessner, Secretary



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

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners

From: Kathryn DeSpiegelaere, Director of LRT Planning

Subj: Construction Agreement, Earl Street, St. Paul
Brooks Fiber Communications of Minnesota

Date: January 13, 1998

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRA from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line. RCRRA has entered into a Joint Powers Agreement and separate easement agreements with the City of St. Paul and Ramsey County to provide for the planning and development of the Northeast Corridor for joint light rail transit and recreational trail use.

RCRRA has also developed a Northeast Corridor Management Plan, which provides management guidelines for the property. The policy provides for legitimate use of the property with several requirements.

In October of 1997, RCRRA received a request from Brooks Fiber Communications of Minnesota to install a fiber optic communications cable across its right of way east and west of Earl Street in St. Paul.

The fiber optic cable will be installed by boring with due care to avoid the recreational trail and planted trees. The cable will be down a minimum of five (5) feet under the trail.

The construction agreement was reviewed by RCRRA staff and City Parks staff. Construction will not adversely affect the trail.

Brooks Fiber Communications of Minnesota has provided certificates of insurance satisfactory to the Risk Manager,



Installing this fiber optic cable will not adversely affect the RCRRA from using the right-of-way for transit or trail purposes.

Recommendation:

Approve the construction agreement with Brooks Fiber Communications of Minnesota for the installation of a fiber optic cable crossing the RCRRA right-of-way east and west of Earl Street in St. Paul,

Authorize the Chairman of the Regional Railroad Authority to execute the construction agreement on behalf of the Authority.

Attachments

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

10

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

1/29/98
Date

Board Action Requested

- A) Approve the Construction Agreement between RCRRA and Sprint Communications Company L.P. to install fiber optic cable crossing RCRRA right of way East and West of Earl Street in St. Paul.
- B) Authorize the Chairman of the Ramsey County Regional Railroad Authority to sign the Construction Agreement on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

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

Budgeting and Accounting

Kevin W. Hagan 2/3/98

County Attorney

Dan MacMillan 2/3/98

Risk Management

Denise A. Kaplan

Documentation certified complete for:

March 17, 1998

Board Date

Kristine A. Longhenry
Signature

January 29, 1998
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, Sprint Communications Company, L.P., has requested permission to use a portion of the right of way near Earl Street in St. Paul to install a fiber optic communications cable; and

WHEREAS, A construction agreement has been negotiated to provide for the installation of the fiber optic cable; and

WHEREAS, The granting of this construction agreement will not affect the future development potential of the corridor for light rail or trail use; Now Therefore Be It

RESOLVED, That the construction agreement is hereby approved; and Be It Further

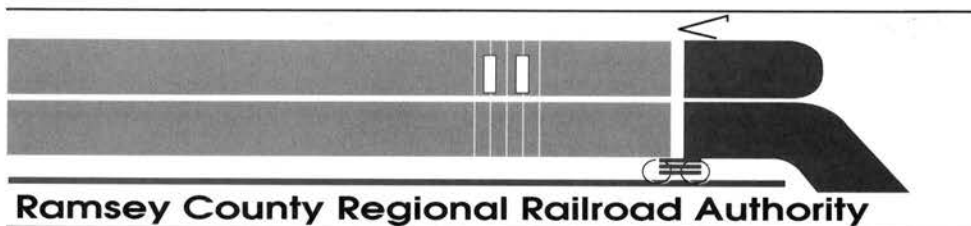
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the construction agreement on behalf of Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	___	___	___
Dino Guerin	___	___	___
Susan M. Haigh	___	___	___
Rafael E. Ortega	___	___	___
Victoria Reinhardt	___	___	___
Janice Rettman	___	___	___
Jan Wiessner	___	___	___

Rafael E. Ortega, Chairman

By: _____
Jan Wiessner, Secretary



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

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners

From: Kathryn DeSpiegelaere, Director of LRT Planning

Subj: Construction Agreement, Earl Street, St. Paul
Sprint Communications Company

Date: January 29, 1998

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRA from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line. RCRRA has entered into a Joint Powers Agreement and separate easement agreements with the City of St. Paul and Ramsey County to provide for the planning and development of the Northeast Corridor for joint light rail transit and recreational trail use.

RCRRA has also developed a Northeast Corridor Management Plan, which provides management guidelines for the property. The policy provides for legitimate use of the property with several requirements.

In June of 1997, RCRRA received a request from Sprint Communications Company L. P., to install a fiber optic communications cable across its right of way east and west of Earl Street in St. Paul.

The fiber optic cable will be installed by boring with due care to avoid the recreational trail and planted trees. The cable will be down a minimum of five (5) feet under the trail.

The construction agreement was reviewed by RCRRA staff and City Parks staff. Construction will not adversely affect the trail.

Sprint Communications Company L. P. has provided certificates of insurance satisfactory to the Risk Manager,

Installing this fiber optic cable will not adversely affect the RCRRA from using the right-of-way for transit or trail purposes.

Recommendation:

Approve the construction agreement with Sprint Communications Company L. P. for the installation of a fiber optic cable crossing the RCRRA right-of-way east and west of Earl Street in St. Paul,

Authorize the Chairman of the Regional Railroad Authority to execute the construction agreement on behalf of the Authority.

Attachments

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

3/2/98
Date

Board Action Requested

- A) Approve the Lease Agreement between RCRRRA and 3M for the continued location of a spur track crossing RCRRRA right of way between Forest and Earl Streets in St. Paul.
- B) Authorize the Chairman of the Ramsey County Regional Railroad Authority to sign the Lease Agreement on behalf of RCRRRA.

ACTION IS REQUESTED

Request Justification

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

Budgeting and Accounting

Vern Walcott 3/3/98

County Attorney

Paul M. Hille

Risk Management

James G. Kepler 3-6-98

Documentation certified complete for:

March 17, 1998

Board Date

Kristine A. Longhenry
Signature

March 2, 1998

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, At the time of acquisition, a spur track from the operating tracks of the Chicago and North Western Transportation Company extended across Burlington Northern right-of-way, between Forest Street and Earl Street in St. Paul, to connect with the 3M fuel tank farm; and

WHEREAS, It is the desire of 3M to maintain the spur track over and across the right-of-way in order to continue the delivery of materials necessary for the operation of its business; and

WHEREAS, An easement agreement has been negotiated to provide for the continued location of the spur track on RCRRA right-of-way; and

WHEREAS, The granting of this easement will not preclude the future development potential of the corridor for rail transit or trail use; Now Therefore Be It

RESOLVED, That the lease is hereby approved; and Be It Further

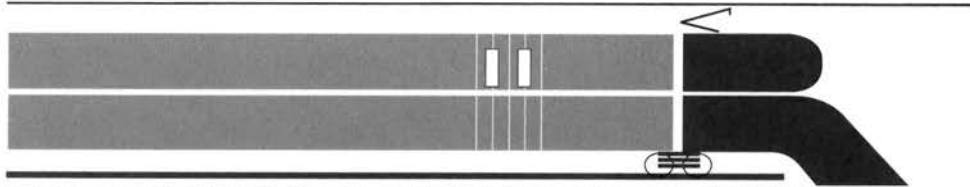
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the lease on behalf of Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
---	-----	-----	-------

Tony Bennett	___	___	___
Dino Guerin	___	___	___
Susan M. Haigh	___	___	___
Rafael E. Ortega	___	___	___
Victoria Reinhardt	___	___	___
Janice Rettman	___	___	___
Jan Wiessner	___	___	___

Rafael E. Ortega, Chairman

By: _____
Jan Wiessner, Secretary



Ramsey County Regional Railroad Authority

665 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

From: Kathryn DeSpiegelaere, Director of Rail Transit Planning

KD

Subj: Lease Agreement, 3M Rail Spur, between Forest and Earl Streets, St. Paul

Date: February 17, 1998

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRA from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line. RCRRA has entered into a Joint Powers Agreement and separate easement agreements with the City of St. Paul and Ramsey County to provide for the planning and development of the Northeast Corridor for joint rail transit and recreational trail use.

RCRRA has also developed a Northeast Corridor Management Plan, which provides management guidelines for the property.

3M entered into an agreement with Northern Pacific Railway Company on February 11, 1953 to provide for the construction, maintenance, and operation of a railroad spur track to serve the 3M fuel tank farm. In 1987, Burlington Northern, successor to Northern Pacific Railway, abandoned its right of way in this area for railroad purposes, and removed its tracks. Soon after the BN removed its tracks, the spur track was extended across the BN right of way to connect with the operating tracks of the Chicago and North Western Transportation Company.

Because the spur track is not of a temporary nature, a lease agreement was negotiated with 3M. The term of the lease is ten years with 3M having two options to renew. Either party may otherwise terminate the lease with sixty days written notice. 3M agrees to provide insurance to protect itself and the RCRRA during the life of this lease. 3M agrees to indemnify and defend the RCRRA in any lawsuit alleging environmental damage due to 3M handling of product on the leased property. 3M agrees to maintain the crossing of the track and trail and assume all railroad risk at the intersection.

The consideration for this lease is \$465.00 annually. The annual rent can be adjusted after the term of the lease to reflect changes in the market value of the real estate, or inflation.

Recommendation:

Approve the lease to 3M for the continued location and use of a rail spur on RCRRA Northwest Corridor described in Exhibit A, and

Authorize the Chairman of the Regional Railroad Authority to execute the lease on behalf of the Authority.

Attachments

LEASE

THIS LEASE AGREEMENT, made this 6 day of January, 1998, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and Minnesota Mining and Manufacturing Company, a Delaware corporation, party of the second part (hereinafter referred to as "3M").

WITNESSETH:

WHEREAS, on February 11, 1953, 3M entered into an agreement with Northern Pacific Railway Company to provide for the construction, maintenance, and operation of a railroad spur track to serve the 3M fuel tank farm located northerly and adjacent to the Northern Pacific Railroad Company right of way between Forest and Earl Streets in the City of St. Paul, Minnesota, and

WHEREAS, in 1987, Burlington Northern Railroad Company, successor in interest to Northern Pacific Railroad Company, abandoned its right of way in this area for railroad purposes, and subsequently removed all of its tracks, ties, and related facilities from the right of way, including the turnout connection to the 3M rail spur, and

WHEREAS, soon after the removal of the Burlington Northern Railroad Company facilities, the railroad spur track serving the 3M fuel tank farm was extended across the Burlington Northern Railroad Company right of way to connect with the operating tracks of the Chicago and North Western Transportation Company (hereinafter "CNW"), and

WHEREAS, no formal agreement was prepared for the relocation of the spur track and the use of the right of way in this manner, and

WHEREAS, on December 27, 1992, RCRRA acquired from Burlington Northern Railroad Company all of the former St. Paul to Maplewood branch line right of way, now abandoned, which includes the strip of land of varying widths located between Forest Street and Earl Street in the City of St. Paul, Minnesota (hereinafter the "right of way"); and

WHEREAS, it is the desire of 3M to maintain the spur track over and across the right of way in order to continue the delivery of materials necessary for the operation of its business; and

WHEREAS, 3M has agreed to defend, hold harmless and indemnify RCRRA for the claims arising out of its maintenance and use of the spur track and has an insurance program that will respond to claims arising out of the railroad spur track; and

WHEREAS, it is the desire of RCRRA to allow 3M the continued use of the spur track, provided that RCRRA's future use of the right of way is not precluded,

NOW THEREFORE, it is agreed as follows:

1. **Leased premises.** RCRRA, in consideration of the rents and covenants hereinafter mentioned, does hereby lease unto 3M, and 3M does hereby take from RCRRA the premises, situated in the County of Ramsey and State of Minnesota, described on Exhibit A hereto attached, incorporated by reference and hereby made a part of this lease agreement (hereinafter referred to as the "leased premises").
2. **Use.** The leased premises shall be for the use of 3M, its agents, subcontractors, tenants, officers, employees, and invitees for rail access from the CNW operating tracks to the 3M property, including the placement of ballast, ties, and trackage (hereinafter the "spur track"), and shall be limited to this specified use. 3M will make no other alterations, additions, or improvements to the leased premises or modify the use or purpose of the leased premises without the prior written consent of RCRRA.

The spur track is and shall remain the personal property of 3M and is not and shall not be a part of the real property of RCRRA on which the leased premises are located.

3M shall keep the leased premises free of any explosive, flammable, or combustible material which would increase the risk of fire, except such materials which are necessary for the operation of 3M's or its tenants' business, shall not handle or store any potentially dangerous or toxic materials, and shall not permit the accumulation of junk, debris, or other hazardous materials.

3. **Term.** The term of this lease agreement shall be ten (10) years, beginning on the 1 day of January, 1998, and terminating on the 31 day of December, 2007, unless terminated earlier as provided in this lease.

At the expiration of this lease agreement, 3M will remove all property and improvements not owned by RCRRA from the leased premises, regardless of who made them, and will quietly yield and surrender the leased premises to RCRRA in as good a condition as when it took them, or an improved condition said premises were later put in by RCRRA or 3M, normal wear and tear and damage from the elements excepted. If 3M shall fail to remove all property and improvements not owned by RCRRA from the leased premises within the six (6) month time limit, its right to do so shall cease at the option of RCRRA, and 3M title to any such property or improvements shall be forfeited and the same shall belong to RCRRA; or, in such case, if RCRRA so elects, it may, at any time after the termination, tear down and/or remove any or all property and improvements at the expense of 3M without any liability for damages. 3M shall thereupon promptly reimburse RCRRA for all expenses incurred by it in such removal.

4. Options to renew. 3M shall have and is hereby granted two (2) options to renew this lease agreement for a term of ten (10) years in each instance, to follow consecutively upon the expiration of the term hereof, upon the same terms and conditions contained herein. Each option to renew shall be exercised by 3M by giving written notice to RCRRA of its intention to renew not less than six (6) months prior to the date of expiration of the initial term, or the first renewal period, as the case may be.
5. Termination. Notwithstanding the provisions of paragraphs 3 and 4 hereof, either party may terminate this lease agreement for any reason, with or without cause, upon six (6) months advance notice in writing to the other party. The six months shall begin to run from the date such notice is deposited in the United States mail, if mailed, or on the date such notice is delivered to the parties identified in paragraph 22 hereof, if delivery is effectuated by means other than United States mail.
6. Rent. 3M shall pay to RCRRA as rent for the leased premises, during the entire term hereof, the sum of Four Hundred Sixty-five DOLLARS (\$465.00) per year due and payable in advance and as follows:

An amount upon execution hereof representing the prorated rental for the period from the date of commencement hereof through December 31, 1997, and \$465.00 on or before January 1, 1998 and following years.

Should the term of this lease agreement terminate on a day other than the last day of a calendar year, the rent payable during that year shall be adjusted on a pro-rata basis. Payments of rent shall be in lawful money. A fee of \$20.00 will be assessed for all checks returned by the bank due to insufficient funds or for any other reason.

The yearly rental rate for this lease term will be determined by RCRRA on a periodic basis in accordance with market conditions and adjusted accordingly.
7. Utilities, services, and taxes. 3M shall be responsible for all costs for water, sewer, and electricity and any other utilities used, consumed, or wasted in connection with the leased premises, and any other services provided to the leased premises, including, but not limited to, waste or trash removal and snow plowing.

3M shall be responsible for all real estate and/or personal property taxes, or payments in lieu thereof, and special assessments arising from 3M's use of the leased premises pursuant to this lease agreement.
8. Maintenance and repairs. 3M accepts the leased premises in the "AS IS" condition without any obligation on the part of RCRRA to make any changes, removals, repairs, or improvements thereto. At all times during its occupancy of the leased premises, 3M shall be responsible to keep the leased premises in a good, clean, and safe condition, to maintain any fixtures, improvements, and equipment thereon, and to use reasonable precaution to prevent waste, damage, or injury from occurring, all at 3M's sole cost and

expense.

3M shall keep the leased premises free of any and all mechanics', materialmen's, and other liens arising out of any work, labor done, services performed, or materials furnished for 3M or claimed to have been so furnished during the term of this lease agreement. 3M agrees to reimburse RCRRA for the costs of repairs to the leased premises necessitated by 3M's misuse or abuse of said premises.

RCRRA shall not be liable to 3M or those claiming by, through, or under 3M for any injury, death, or property damage occurring in, on, or about the leased premises. Without limitations of the foregoing, RCRRA shall not be liable for any loss or damage which may be sustained by 3M or others by reason of the freezing, bursting, overflowing, or defect of any water, sewer, gas or steam pipes, closets, or sinks in, about, or adjacent to the leased premises, nor for loss or damage by reason of the present or future condition of repair of the leased premises, or for loss or damage arising from the acts or omissions of 3M or other tenants or occupants.

9. Indemnification. 3M hereby agrees to defend and does hereby indemnify and hold harmless RCRRA, its commissioners, officers, agents, and employees from and against any and all claims, proceedings, actions or causes of action, lawsuits, judgments, losses, damages, whether direct, indirect, or otherwise, costs and expenses, including reasonable attorney's fees, to the extent that the same is caused by the acts, failure to act, or negligence of 3M in its use of the leased premises pursuant to this lease agreement. 3M will waive its right to subrogation against RCRRA for any injuries to its employees as a result of the use of the leased premises pursuant to this lease agreement.
10. Insurance. In order to protect itself, as well as RCRRA under the indemnification provisions hereinabove set forth in paragraph 9, 3M agrees to purchase and maintain in force at all times during the term of this lease agreement the following minimum insurance coverages applicable to the leased premises, affiliated activities, and/or this lease agreement, and to comply with all provisions noted:

A. General Liability Insurance

OPTION 1: Commercial General Liability Insurance

Minimum limits: ^{\$750,000} ~~per occurrence~~ _{per occurrence}
\$ ~~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 Ramsey County Risk Manager. Certificates of Insurance must indicate if the policy is issued on a claims-made or occurrence basis.

RCR

OPTION 2: Comprehensive General Liability Insurance

Minimum limits ~~\$1,500,000~~ ^{\$1,500,000}
\$ ~~600,000~~ per occurrence
\$ 1,000,000 aggregate

RCJ

The following coverages must be specifically insured and certified with no internal sublimits:

- a. Premises and Operations
- b. Independent Contractor's Contingent Liability
- c. Products/Completed Operations
- d. Contractual Liability - either specifically naming this lease agreement or on a blanket basis
- e. "X, C, U" Hazard Liability (if applicable)
- f. Personal Injury Liability - including claims related to employment and coverages a through e
- g. Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion

Under both options 1 and 2, RCRRA, its officials and employees shall be added as additional insured with a cross liability/cross suits clause for the protection of RCRRA.

The certificate of insurance shall indicate that contractual liability is extended to cover this lease agreement.

B. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance shall be as required by law and shall include an all states or universal endorsement.

Employer's liability minimum limits:
\$ 500,000 per accident
\$ 500,000 per employee
\$ 500,000 per disease policy limit.

C. Railroad Protective Liability Insurance

As required by CNW.

- D. All certificates of insurance shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Bests' rating for the insurer shall be noted on the certificate, and shall not be less than a B+. On the certificate, the agent shall certify whether or not he/she has errors and omissions coverage.
- E. All certificates of insurance shall name RCRRA and the City of St. Paul as additional insureds and provide that the insurance company shall give thirty (30) days' written notice to both 3M and RCRRA of cancellation, non-renewal, or any material changes in the policy and certificates of

insurance.

- F. Paragraphs 10.A. through 10.E. establish minimum insurance requirements, and it is the sole responsibility of 3M to purchase and maintain additional insurance that may be necessary in connection with this lease agreement.
 - G. Nothing in this lease agreement shall constitute a waiver by RCRRA of any statutory or common law immunities or liability limitations.
 - H. All insurance policies shall be open to inspection by RCRRA and copies of all policies shall be submitted to RCRRA upon written request.
11. Environmental concerns. 3M shall not create or permit any condition of the leased premises that could present a threat to human health or to the environment. 3M shall defend, indemnify and hold harmless RCRRA and its affiliates from any suit or claim growing out of any damages alleged to have been caused by, contributed to, or aggravated by 3M's, or those claiming by, through, or under 3M, use of the leased premises or 3M's violation of any laws, ordinances, regulations or requirements pertaining to solid or other wastes, chemicals, oil and gas, toxic, corrosive, or hazardous materials, air, water (surface or groundwater) or noise pollution, and 3M's storage, handling, use, or disposal of any such material. 3M shall bear the expense of all practices or work, preventative or remedial, which may be required because of any conditions of the leased premises caused by 3M or any use of the leased premises by 3M or those claiming by, through, or under 3M, during 3M's period of occupancy or during 3M's use prior to the date of this lease agreement. 3M expressly agrees that the indemnification defense and hold harmless obligations it hereby assumes shall survive the cancellation or termination of this lease agreement for a period of two (2) years.

RCRRA shall have the right, but not the duty, to enter upon the leased premises from time to time as set forth below to inspect the leased premises for environmental contamination and in the course thereof to conduct soil and groundwater testing. RCRRA may enter the leased premises during 3M's regular business hours without prior notice, and may enter the leased premises during periods other than regular business hours either with the prior written consent of 3M or without if RCRRA reasonably believes that an emergency exists on the leased premises. RCRRA shall conduct any such inspections or testing so as to minimize interference with 3M's business operations. RCRRA's entry on the leased premises pursuant to this paragraph shall not relieve 3M's obligation to pay rent under this lease agreement.

12. Testing provision. At the request of RCRRA, upon the termination of this lease agreement, or during the term hereof, 3M shall pay for the services of a state-approved contractor to sample what appears to be any visibly contaminated areas of the leased premises. For any contaminated areas caused by 3M, or those claiming by, through, or under 3M, 3M's contractor or 3M shall provide remediation recommendations to RCRRA, and shall perform remediation to the satisfaction of the appropriate government agency. Copies of the results shall be forwarded to RCRRA by 3M to ensure that the

leased premises are returned to RCRRA reasonably free of pollution caused by 3M and in compliance with all applicable state and federal laws and regulations. The provisions of this paragraph shall survive the termination of this lease agreement.

13. **Default.** In the event of a breach or default of any term, condition, or covenant of this lease agreement by 3M, 3M shall be entitled to a sixty (60) day written notice specifying the nature of the default. In the event the default is not corrected within the said sixty (60) day period, or a cure commenced for the default requiring more than sixty (60) days to cure with 3M diligently pursuing correction, RCRRA may terminate this lease agreement immediately and re-enter the leased premises and take possession thereof, and use any reasonable or necessary lawful force for regaining possession, whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of six (6) months' notice.
14. **Remedies cumulative.** All remedies hereinbefore and hereafter conferred on RCRRA and 3M shall be deemed cumulative and not one exclusive of the other, or of any other remedy conferred by law or in equity. The failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this lease agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. Receipt by RCRRA of rent due hereunder with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver by 3M or RCRRA of any of the provisions of this lease agreement shall be deemed to have been made unless expressed in writing and signed by the party expressing such waiver.
15. **Assignment and subletting.** 3M shall not transfer, assign, sublet, mortgage, pledge, subordinate, or otherwise convey its interest in this lease agreement, the leased premises, or any part thereof to any other party without the prior written consent of RCRRA, its successors or assigns. The granting or withholding of such consent is solely within the discretion of RCRRA and may be subject to any additional conditions that RCRRA feels appropriate.
16. **Condemnation.** If all or any part of the leased premises is subjected to taking under eminent domain laws, this lease agreement shall terminate from the time possession is taken by the condemning entity, with prepaid rental prorated. 3M agrees that it is not entitled to, and hereby disclaims, any award made for such taking, excepting only an award issued solely and expressly to compensate for the taking of personal property owned or constructed by 3M.
17. **Compliance with laws, ordinances, and rules.** 3M agrees to comply with all laws, ordinances, fire codes, and other regulations of federal, state, municipal, and local government agencies as they apply to its occupancy of the leased premises and/or the business it transacts on the leased premises. 3M shall also comply with any reasonable rules adopted by RCRRA for the safety, care, and cleanliness of the leased premises and for the

preservation of good order therein. 3M shall not permit the existence of any nuisance on the leased premises.

18. Right of entry. RCRRA may enter the leased premises at any time to examine, inspect, or protect the leased premises and to make alterations, renovations, or repairs.
19. Non-exclusivity. This lease agreement is non-exclusive and the rights herein granted are subject to the outstanding rights of others to occupy the leased premises, including, without limitation, rail lines, poles, wires, pipelines, water lines, and sewers that exist or may be placed upon, across, above, or underneath the leased premises. RCRRA may, after obtaining the prior written consent of 3M, which consent shall not be unreasonably withheld, place additional poles, wires, pipelines, water lines, sewers, or other improvements upon, across, above, or underneath the leased premises, without payment of any sum to 3M for any damage occasioned thereby, and agrees that any such additional placements shall be conducted in a manner as to not unreasonably interfere with 3M's operations thereon.
20. Relationship of the parties. Nothing contained in this lease agreement shall be deemed or construed by the parties hereto or by a third party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between RCRRA and 3M, it being expressly understood and agreed that neither any provision contained in this lease agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between RCRRA and 3M other than the relationship of landlord and tenant.
21. Amendments. There are no understandings or agreements not incorporated into this lease agreement. All amendments, waivers, alterations, or modifications to this lease agreement shall be only upon mutual agreement of the parties hereto, evidenced in writing and signed by the parties, and incorporated into this lease agreement by reference.
22. Notices. Written notices required under this agreement shall be directed as follows:

RCRRA	:	Ramsey County Regional Railroad Authority Ramsey County Government Center West, Suite 665 50 West Kellogg Boulevard St. Paul, MN 55102 RE: LNE019
3M	:	3M Real Estate Department 3M Center Building 900 Bush Avenue St. Paul, MN 55144-1000
23. Counterparts. This lease agreement is executed in three (3) counterparts, each of which shall constitute the same agreement.

=24. Headings. The paragraph headings contained in this lease agreement are for convenience only and shall not be used in interpreting this lease agreement.

25. Trail crossing. 3M acknowledges that RCRRA and the City of St. Paul have entered into an easement agreement to provide for the City's construction of a public recreational trail upon the right of way. 3M agrees and acknowledges that the leasehold rights herein granted are and shall always be subordinate to the easement rights heretofore granted by RCRRA to the City of St. Paul over and across the leased premises.

3M acknowledges that the City of St. Paul's recreational trail will cross the spur track at grade (hereinafter the "crossing"), and hereby agrees to the following conditions relating to the construction, operation, and maintenance of the crossing:

- a. Costs. 3M agrees to pay all costs and expenses incident to and in connection with the construction, maintenance, repair, alteration, renewal, relocation, and removal of the crossing, including, without limitation, rubber crossing pads, signaling devices, gates, advance warning signs and pavement markings.
- b. Operation. 3M agrees to operate, repair, and maintain the rail spur in a manner which will not unreasonably block the crossing, and agrees to not stand or store rail cars upon the crossing.
- c. Safety. The sole responsibility for protecting the crossing from the standpoint of safety and the duty of otherwise policing the crossing shall rest exclusively on 3M at all times and under all circumstances.
- d. Lookouts. Whenever the spur track is being used, repaired, or maintained, the crossing shall be protected by a flagger or lookout to be furnished by 3M at its sole risk and expense, and 3M covenants that the spur track shall not be used, repaired, or maintained unless so protected. In each instance when a rail vehicle shall approach the crossing it shall be stopped and shall not proceed across the recreational trail until the flagger or lookout and the driver, or other person in charge of the rail vehicle, shall have ascertained that no user of the recreational trail is approaching the crossing and that that any workers, equipment, or materials are located a safe distance away from the spur track.
- e. Indemnification. 3M accepts the privilege granted in this lease agreement with full cognizance of the risk of loss of life, accidents, personal injury and property loss or damage which may be caused:
 - i. by railroad operations at or in the vicinity of the crossing; or
 - ii. by the construction, maintenance, or use of the crossing by 3M or others; or
 - iii. by the operations of 3M or 3M's subcontractors on, over, or in the vicinity of the crossing; or
 - iv. by the presence of equipment or personnel of 3M or 3M's

- subcontractors, including the actions of flaggers or lookouts, at or in the vicinity of the crossing; or
- v. by any act which violates the terms and conditions of this lease.

3M is willing to assume this risk entirely and specifically covenants that the privilege to cross the recreational trail granted by this lease agreement shall be used and enjoyed at the sole risk of 3M, and that neither RCRRA nor the City of St. Paul shall have any responsibility whatever for any such loss, injury, or damage. To that end, 3M hereby specifically agrees, for and on behalf of itself and all subcontractors who may use the spur track pursuant hereto, to protect, indemnify, defend and hold harmless RCRRA and the City of St. Paul from and against all cost, expense, liability, loss, or claims of every kind and character resulting from death, personal injury, or property loss or damage arising out of, connected with, or caused by:

- i. railroad operations at or in the vicinity of the crossing; or
- ii. the construction, maintenance, or use of the crossing by 3M or others; or
- iii. the operations of 3M or of 3M's subcontractors on, over, or in the vicinity of the crossing; or
- iv. the presence of equipment or personnel of 3M or 3M's subcontractors, including the actions of flaggers or lookouts, at or in the vicinity of the crossing; or
- v. any act which violates the terms and conditions of this lease.

The indemnity obligations imposed upon 3M by this paragraph shall be absolute, and shall not be affected by the negligence, either primary or contributory, of RCRRA or the City of St. Paul.

26. Other conditions.

- a. It is hereby agreed that this lease agreement shall replace the February 11, 1953 agreement between 3M and Northern Pacific Railway Company, and that the said February 11, 1953 agreement is hereby canceled.

27. Parties bound. This lease agreement shall inure to and bind the successors and assigns of the parties hereto. The signatories below each affirm that they have the legal authority to execute this instrument on behalf of the named parties and bind said parties to the covenants and conditions herein.

IN WITNESS WHEREOF, the parties hereto have signed this lease agreement on the day and year first above written.

Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

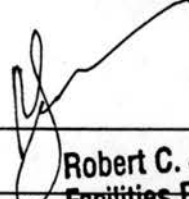

David F. MacMillan Date
Assistant Ramsey County Attorney

By _____ Date
Rafael Ortega
Chair

Insurance approved:


Denise Kapler Date
Risk Management

MINNESOTA MINING AND MANUFACTURING COMPANY

By 
Its Robert C. Jacobs, Director
Facilities Engineering & Real Estate

By _____
Its _____

This instrument was drafted by:
Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2764
RE: LNE019

EXHIBIT A

A strip of land, 18 feet in width, located in the Southwest Quarter of Section 28, Township 29 North, Range 22 West, which is located 9 feet on either side of a center line described as follows:

Commencing at the southeast corner of the Southwest Quarter of Section 28, Township 29 North, Range 22 West; thence North $00^{\circ} 01' 38''$ East along the east line of said Southwest Quarter a distance of 1419.81 feet; thence South $74^{\circ} 17' 02''$ West a distance of 136.59 feet; thence westerly a distance of 124.44 feet along a non-tangential curve, concave to the south, having a radius of 1148.72 feet, a central angle of $06^{\circ} 12' 25''$, and whose chord is on a bearing of South $77^{\circ} 26' 02''$ West; thence South $74^{\circ} 19' 49''$ West, tangent to said curve, a distance of 350.73 feet to the point of beginning of the center line to be described; thence westerly a distance of 149.82 feet along a non-tangential curve, concave to the north, having a radius of 1031.35 feet, a central angle of $08^{\circ} 19' 23''$, and whose chord is on a bearing of South $86^{\circ} 04' 00''$ West; thence North $89^{\circ} 46' 18''$ West, tangent to said curve, a distance of 124.11 feet; thence westerly a distance of 96.03 feet along a tangential curve, concave to the south, having a radius of 809.67 feet and a central angle of $06^{\circ} 47' 44''$, and said center line there terminating;

at its point of beginning, the northerly side line of said 18 foot strip of land shall be lengthened and the southerly side line of said 18 foot strip of land shall be shortened to intersect the following described line, which shall be the southeasterly boundary of said 18 foot strip of land:

Commencing at the southeast corner of said Southwest Quarter; thence North $00^{\circ} 01' 38''$ East along the east line of said Southwest Quarter a distance of 1419.81 feet to the beginning of the line to be described; thence South $74^{\circ} 17' 02''$ West a distance of 136.59 feet; thence westerly a distance of 124.44 feet along a non-tangential curve, concave to the south, having a radius of 1148.72 feet, a central angle of $06^{\circ} 12' 25''$, and whose chord is on a bearing of South $77^{\circ} 26' 02''$ West; thence South $74^{\circ} 19' 49''$ West, tangent to said curve, a distance of 450.00 feet and there terminating;

at its point of termination, the southerly side line of said 18 foot strip of land shall be lengthened and the northerly side line of said 18 foot strip of land shall be shortened to intersect the following described line, which shall be the northwesterly boundary of said 18 foot strip of land:

Commencing at the southeast corner of said Southwest Quarter; thence North $00^{\circ} 01' 38''$ East along the east line of said Southwest Quarter a distance of 1534.66 feet to the beginning of the line to be described; thence South $74^{\circ} 04' 48''$ West a distance of 386.42 feet; thence North $00^{\circ} 01' 38''$ East a distance of 0.16 feet; thence South $74^{\circ} 04' 48''$ West a distance of 300.00 feet; thence South $00^{\circ} 01' 38''$ West a distance of 15.08 feet; thence South $74^{\circ} 04' 48''$ West a distance of 804.45 feet, and there terminating;

= ALSO

That part of the Southwest Quarter of Section 28, Township 29 North, Range 22 West, described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence North $00^{\circ} 01' 38''$ East along the east line of said Southwest Quarter a distance of 1419.81 feet; thence South $74^{\circ} 17' 02''$ West a distance of 136.59 feet; thence westerly a distance of 124.44 feet along a non-tangential curve, concave to the south, having a radius of 1148.72 feet, a central angle of $06^{\circ} 12' 25''$, and whose chord is on a bearing of South $77^{\circ} 26' 02''$ West; thence South $74^{\circ} 19' 49''$ West, tangent to said curve, a distance of 214.77 feet; thence westerly a distance of 23.10 feet along a tangential curve, concave to the north, having a radius of 1022.35 feet and a central angle of $01^{\circ} 17' 40''$, to the point of beginning of the property to be described; thence continuing westerly a distance of 22.35 feet along said curve, having a radius of 1022.35 feet and a central angle of $01^{\circ} 15' 09''$; thence North $13^{\circ} 07' 22''$ West, not tangent to said curve, a distance of 11.00 feet; thence easterly a distance of 22.11 feet along a non-tangential curve, concave to the north, having a radius of 1011.35 feet, a central angle of $01^{\circ} 15' 09''$, and whose chord is on a bearing of North $76^{\circ} 15' 03''$ East; thence South $14^{\circ} 22' 31''$ East a distance of 11.00 feet to the point of beginning.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PAGE 1 OF 1

DATE (MM/DD/YY)
13-MAR-1998

PRODUCER
Willis Corroon Corporation of Minnesota
200 South Sixth Street
Suite 1600
Minneapolis MN 55402-1436
(612) 333-3182

23579

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

COMPANY A Old Republic Insurance Company

COMPANY B

COMPANY C

COMPANY D

Marcia C. Smith

INSURED

3M-Minnesota Mining & Mfg Co. etal
3M Insurance Department
Bldg 224-5S-29
St. Paul MN 55144

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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT	MWZY 54799	01-JAN-1998	01-JAN-1999	GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	MWTB 17662	01-AUG-1997	01-AUG-1998	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL	OMWC10711800	01-JAN-1998	01-JAN-1999	☒ WC STATU- TORY LIMITS ☐ OTH- ER EL EACH ACCIDENT \$ 100,000 EL DISEASE-POLICY LIMIT \$ 500,000 EL DISEASE-EA EMPLOYEE \$ 100,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RCRRA is listed as an add'l insured as per lease agreement on file #980001.

CERTIFICATE HOLDER

Ramsey County Regional RR Authority
50 West Kellogg Boulevard
St. Paul MN 55112

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 REGIONAL RAILROAD AUTHORITY

12

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

3/2/98
Date

Board Action Requested

- A) Approve the Lease Agreement between RCRRA and 3M for the continued location of an access road and security fence on RCRRA right of way west of Earl Street in St. Paul.
- B) Authorize the Chairman of the Ramsey County Regional Railroad Authority to sign the Lease Agreement on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

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

Budgeting and Accounting

Vern Wohlgast 3/3/98

County Attorney

Daniel Marshall

Risk Management

Denise G. Kaph. 3-6-98

Documentation certified complete for:

March 17, 1998
Board Date

Kristine A. Longhenry
Signature

March 2, 1998
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, At the time of acquisition, a road and security fence extended along the north boundary line of Burlington Northern right of way, west of Earl Street in St. Paul, to provide 3M access to its buildings north of BN right of way and west of Earl Street; and

WHEREAS, It is the desire of 3M to maintain the access road and security fence on the right of way for the operation of its business; and

WHEREAS, An easement agreement has been negotiated to provide for the continued location of the access road and security fence on RCRRA right of way; and

WHEREAS, The granting of this easement will not preclude the future development potential of the corridor for rail transit or trail use; Now Therefore Be It

RESOLVED, That the lease is hereby approved; and Be It Further

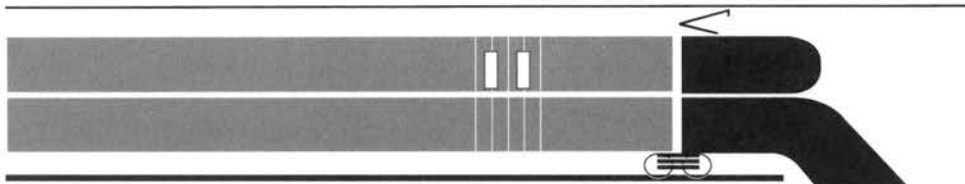
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the lease on behalf of Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	___	___	___
Dino Guerin	___	___	___
Susan M. Haigh	___	___	___
Rafael E. Ortega	___	___	___
Victoria Reinhardt	___	___	___
Janice Rettman	___	___	___
Jan Wiessner	___	___	___

Rafael E. Ortega, Chairman

By: _____
Jan Wiessner, Secretary



Ramsey County Regional Railroad Authority

665 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

From: Kathryn DeSpiegelaere, Director of Rail Transit Planning

Subj: Lease Agreement, 3M fence and roadway, west of Earl Street, St. Paul

Date: January 16, 1998

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRA from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line. RCRRA has entered into a Joint Powers Agreement and separate easement agreements with the City of St. Paul and Ramsey County to provide for the planning and development of the Northeast Corridor for joint rail transit and recreational trail use.

RCRRA has also developed a Northeast Corridor Management Plan, which provides management guidelines for the property.

3M entered into a Highway Easement with Northern Pacific Railway Company on May 1, 1952 to provide for the construction, maintenance, and operation of a private roadway located on a portion of the Northern Pacific Railroad right of way, west of Earl Street, in St. Paul. In 1987, Burlington Northern Railway Company, successor to Northern Pacific Railway Company, abandoned its right of way in this area for railroad purposes and removed its tracks. In 1991, 3M erected an eight foot high security fence upon the BN right of way enclosing the access roadway. In 1992, RCRRA acquired the right of way from BN.

Because the access roadway is not of a temporary nature, a lease agreement was negotiated with 3M. The term of the lease is ten years with 3M having two options to renew. Either party may otherwise terminate the lease with six months written notice. 3M agrees to provide insurance to protect itself and the RCRRA during the life of this lease. 3M agrees to indemnify and defend the RCRRA in any lawsuit alleging environmental damage due to 3M handling of product on the leased property.

The consideration for this lease is \$925.00 annually. The annual rent can be adjusted after the term of the lease to reflect changes in the market value of the real estate, or inflation.

Recommendation:

Approve the lease to 3M for the continued location and use of an access road and fence on RCRRA Northwest Corridor west of Earl Street in St. Paul, and

Authorize the Chairman of the Regional Railroad Authority to execute the lease on behalf of the Authority.

Attachments

LEASE

THIS LEASE AGREEMENT, made this 6th day of January, 1998, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and Minnesota Mining and Manufacturing Company, a Delaware corporation, party of the second part (hereinafter referred to as "3M").

WITNESSETH:

WHEREAS, on May 1, 1952, 3M entered into a Highway Easement with Northern Pacific Railway Company to provide for the construction, maintenance, and operation of a private roadway located upon a portion of the Northern Pacific Railroad Company right of way between Russell and Earl Streets in the City of St. Paul, Minnesota (hereinafter the "access easement"), and

WHEREAS, in 1987, Burlington Northern Railroad Company, successor in interest to Northern Pacific Railroad Company, abandoned its right of way in this area for railroad purposes, and subsequently removed all of its tracks, ties, and related facilities from the right of way, and

WHEREAS, in 1991, 3M erected a 8 foot high chain link security fence and gates upon the right of way (hereinafter the "fence"), which enclosed a portion of the access easement with 3M property located adjacent to and northerly of the right of way, and

WHEREAS, no formal agreement was prepared which provided for the establishment of the fence upon the right of way, and

WHEREAS, on December 27, 1992, RCRRA acquired from Burlington Northern Railroad Company all of the former St. Paul to Maplewood branch line right of way, now abandoned, which includes the strip of land of varying widths located between Russell Street and Earl Street in the City of St. Paul, Minnesota (hereinafter the "right of way"), and the access easement was assigned to RCRRA; and

WHEREAS, it is the desire of 3M to maintain the fence upon the right of way in order to provide security to its adjoining property, and to modify the access easement to include only that portion of the right of way which is enclosed by the fence; and

WHEREAS, it is the desire of RCRRA to allow 3M the continued use of the access roadway and fence, provided that RCRRA's future use of the right of way is not precluded,

NOW THEREFORE, it is agreed as follows:

1. **Leased premises.** RCRRA, in consideration of the rents and covenants hereinafter mentioned, does hereby lease unto 3M, and 3M does hereby take from RCRRA the premises, situated in the County of Ramsey and State of

1. **Leased premises.** RCRRA, in consideration of the rents and covenants hereinafter mentioned, does hereby lease unto 3M, and 3M does hereby take from RCRRA the premises, situated in the County of Ramsey and State of Minnesota, described as follows:

Commencing at the southeast corner of the Southwest Quarter of Section 28, Township 29 North, Range 22 West; thence North 0° 01' 38" East along the east line of said Southwest Quarter a distance of 1534.66 feet to the point of beginning of the premises to be described; thence South 74° 04' 48" West a distance of 386.42 feet; thence North 0° 01' 38" East a distance of 0.16 feet; thence South 74° 04' 48" West a distance of 300.00 feet; thence South 0° 01' 38" West a distance of 15.08 feet; thence continuing South 0° 01' 38" West a distance of 0.23 feet; thence North 75° 33' 37" East a distance of 392.16 feet; thence North 74° 10' 01" East a distance of 291.37 feet to said east line of the Southwest Quarter; thence North 0° 01' 38" East along said east line a distance of 26.14 feet to the point of beginning; except that part of said Southwest Quarter taken for the right of way easement for Earl Street;

(hereinafter referred to as the "leased premises").

2. **Use.** The leased premises shall be for the use of 3M, its agents, tenants, officers, employees, and invitees as a private roadway and for the location of an 8 foot high chain link security fence and gates along its southerly boundary, and shall be limited to this specified use. 3M will make no alterations, additions, or improvements to the leased premises or modify the use or purpose of the leased premises without the prior written consent of RCRRA.

The fence is and shall remain the personal property of 3M and is not and shall not be a part of the real property of RCRRA on which the leased premises are located.

3M shall keep the leased premises free of any explosive, flammable, or combustible material which would increase the risk of fire, except such materials which are necessary for the operation of 3M's or its tenants' business, shall not handle or store any potentially dangerous or toxic materials, and shall not permit the accumulation of junk, debris, or other hazardous materials.

3. **Term.** The term of this lease agreement shall be ten (10) years, beginning on the 1 day of February, 1998, and terminating on the 31 day of January, 2007, unless terminated earlier as provided in this lease.

At the expiration of this lease agreement, 3M will remove all property and improvements not owned by RCRRA from the leased premises, regardless of who made them, and will quietly yield and surrender the leased premises to RCRRA in as good a condition as when it took them, or an improved condition said premises were later put in by RCRRA or 3M, normal wear and tear and damage from the elements excepted. If 3M shall fail to remove all property and

3M shall thereupon promptly reimburse RCRRA for all expenses incurred by it in such removal.

4. **Options to renew.** 3M shall have and is hereby granted two (2) options to renew this lease agreement for a term of ten (10) years in each instance, to follow consecutively upon the expiration of the term hereof, upon the same terms and conditions contained herein. Each option to renew shall be exercised by 3M by giving written notice to RCRRA of its intention to renew not less than six (6) months prior to the date of expiration of the initial term, or the first renewal period, as the case may be.
5. **Termination.** Notwithstanding the provisions of paragraphs 3 and 4 hereof, either party may terminate this lease agreement for any reason, with or without cause, upon six (6) months advance notice in writing to the other party. The six months shall begin to run from the date such notice is deposited in the United States mail, if mailed, or on the date such notice is delivered to the parties identified in paragraph 22 hereof, if delivery is effectuated by means other than United States mail.
6. **Rent.** 3M shall pay to RCRRA as rent for the leased premises, during the entire term hereof, the sum of Nine Hundred Twenty-five DOLLARS (\$925.00) per year due and payable in advance and as follows:

An amount upon execution hereof representing the prorated rental for the period from the date of commencement hereof through December 31, 1998, and \$925.00 on or before January 1, 1999 and following years.

Should the term of this lease agreement terminate on a day other than the last day of a calendar year, the rent payable during that year shall be adjusted on a pro-rata basis. Payments of rent shall be in lawful money. A fee of \$20.00 will be assessed for all checks returned by the bank due to insufficient funds or for any other reason.

The yearly rental rate for this lease agreement will be determined by RCRRA on a periodic basis in accordance with market conditions and adjusted accordingly.

7. **Utilities, services, and taxes.** 3M shall be responsible for all costs for water, sewer, and electricity and any other utilities used, consumed, or wasted in connection with the leased premises, and any other services provided to the leased premises, including, but not limited to, waste or trash removal and snow plowing.

3M shall be responsible for all real estate and/or personal property taxes, or payments in lieu thereof, and special assessments arising from 3M's use of the leased premises pursuant to this lease agreement.

8. **Maintenance and repairs.** 3M accepts the leased premises in the "AS IS" condition without any obligation on the part of RCRRA to make any changes, removals, repairs, or improvements thereto. At all times during its occupancy of the leased premises, 3M shall be responsible to keep the leased premises in a good, clean, and safe condition, to maintain any fixtures, improvements, and equipment thereon, and to use reasonable precaution to prevent waste, damage, or injury from occurring, all at 3M's sole cost and

=of the leased premises pursuant to this lease agreement.

8. **Maintenance and repairs.** 3M accepts the leased premises in the "AS IS" condition without any obligation on the part of RCRRA to make any changes, removals, repairs, or improvements thereto. At all times during its occupancy of the leased premises, 3M shall be responsible to keep the leased premises in a good, clean, and safe condition, to maintain any fixtures, improvements, and equipment thereon, and to use reasonable precaution to prevent waste, damage, or injury from occurring, all at 3M's sole cost and expense.

3M shall keep the leased premises free of any and all mechanics', materialmen's, and other liens arising out of any work, labor done, services performed, or materials furnished for 3M or claimed to have been so furnished during the term of this lease agreement. 3M agrees to reimburse RCRRA for the costs of repairs to the leased premises necessitated by 3M's misuse or abuse of said leased premises.

RCRRA shall not be liable to 3M or those claiming by, through, or under 3M for any injury, death, or property damage occurring in, on, or about the leased premises. Without limitations of the foregoing, RCRRA shall not be liable for any loss or damage which may be sustained by 3M or others by reason of the freezing, bursting, overflowing, or defect of any water, sewer, gas or steam pipes, closets, or sinks in, about, or adjacent to the leased premises, nor for loss or damage by reason of the present or future condition of repair of the leased premises, or for loss or damage arising from the acts or omissions of 3M or other tenants or occupants.

9. **Indemnification.** 3M hereby agrees to defend and does hereby indemnify and hold harmless RCRRA, its commissioners, officers, agents, and employees from and against any and all claims, proceedings, actions or causes of action, lawsuits, judgments, losses, damages, whether direct, indirect, or otherwise, costs and expenses, including reasonable attorney's fees, to the extent that the same is caused by the acts, failure to act, or the negligence of 3M in its use of the leased premises pursuant to this lease agreement. 3M will waive its right to subrogation against RCRRA for any injuries to its employees as a result of the use of the leased premises pursuant to this lease agreement.
10. **Insurance.** In order to protect itself, as well as RCRRA under the indemnification provisions hereinabove set forth in paragraph 9, 3M agrees to purchase and maintain in force at all times during the term of this lease agreement the following minimum insurance coverages applicable to the leased premises, affiliated activities, and/or this lease agreement, and to comply with all provisions noted:

A. General Liability Insurance

OPTION 1: Commercial General Liability Insurance

Minimum limits:

~~\$ 750,000~~ ^{25K. 1-30-98}
 \$ ~~600,000~~ each event limit
 \$ 1,000,000 general aggregate
 \$ 1,000,000 products/completed operations total limit
 \$ ~~600,000~~ ^{25K. 1-30-98} personal injury & advertising liability

RCJ

The policy is to be written on an occurrence basis or as acceptable to the Ramsey County Risk Manager. Certificates of Insurance must indicate if the policy is issued on a claims-made or occurrence basis.

OPTION 2: Comprehensive General Liability Insurance

Minimum limits: ~~\$750,000~~ ^{25K. 1-30-98}
 \$ ~~600,000~~ per occurrence
 \$ 1,000,000 aggregate

RCJ

The following coverages must be specifically insured and certified with no internal sublimits:

- Premises and Operations
- Independent Contractor's Contingent Liability
- Products/Completed Operations
- Contractual Liability - either specifically naming this lease agreement or on a blanket basis
- "X, C, U" Hazard Liability (if applicable)
- Personal Injury Liability - including claims related to employment and coverages a through e
- Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion

Under both options 1 and 2, RCRRA, its officials and employees shall be added as additional insured with a cross liability/cross suits clause for the protection of RCRRA.

B. Automobile Liability Insurance

Minimum limit: ~~\$750,000~~ ^{25K. 1-30-98}
 \$ ~~600,000~~ Combined Single Limit
 Coverage shall include: hired, nonowned and owned auto

RCJ

C. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance shall be as required by law and shall include an all states or universal endorsement.

Employer's liability minimum limits:
 \$ 500,000 per accident
 \$ 500,000 per employee
 \$ 500,000 per disease policy limit.

- D. All certificates of insurance shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Bests' rating for the insurer shall be noted on the certificate, and shall not be less

than a B+. On the certificate, the agent shall certify whether or not he/she has errors and omissions coverage.

- E. All certificates of insurance shall provide that the insurance company shall give thirty (30) days' written notice to both 3M and RCRRA of cancellation, non-renewal, or any material changes in the policy and certificates of insurance.
 - F. Paragraphs 10.A. through 10.E. establish minimum insurance requirements, and it is the sole responsibility of 3M to purchase and maintain additional insurance that may be necessary in connection with this lease agreement.
 - G. Nothing in this lease agreement shall constitute a waiver by RCRRA of any statutory or common law immunities or liability limitations.
 - H. All insurance policies shall be open to inspection by RCRRA and copies of all policies shall be submitted to RCRRA upon written request.
11. **Environmental concerns.** 3M shall not create or permit any condition of the leased premises that could present a threat to human health or to the environment. 3M shall defend, indemnify and hold harmless RCRRA and its affiliates from any suit or claim growing out of any damages alleged to have been caused by, contributed to, or aggravated by 3M's, or those claiming by, through, or under 3M, use of the leased premises or 3M's violation of any laws, ordinances, regulations or requirements pertaining to solid or other wastes, chemicals, oil and gas, toxic, corrosive, or hazardous materials, air, water (surface or groundwater) or noise pollution, and 3M's storage, handling, use, or disposal of any such material. 3M shall bear the expense of all practices or work, preventative or remedial, which may be required because of any conditions of the leased premises caused by 3M or any use of the leased premises by 3M or those claiming by, through, or under 3M, during 3M's period of occupancy or during 3M's use prior to the date of this lease agreement. 3M expressly agrees that the indemnification defense and hold harmless obligations it hereby assumes shall survive the cancellation or termination of this lease agreement for a period of two (2) years.

RCRRA shall have the right, but not the duty, to enter upon the leased premises from time to time as set forth below to inspect the leased premises for environmental contamination and in the course thereof to conduct soil and groundwater testing. RCRRA may enter the leased premises during 3M's regular business hours without prior notice, and may enter the leased premises during periods other than regular business hours either with the prior written consent of 3M or without if RCRRA reasonably believes that an emergency exists on the leased premises. RCRRA shall conduct any such inspections or testing so as to minimize interference with 3M's business operations. RCRRA's entry on the leased premises pursuant to this paragraph shall not relieve 3M's obligation to pay rent under this lease agreement.

12. **Testing provision.** At the request of RCRRA, upon the termination of this lease agreement, or during the term hereof, 3M shall pay for the services of

a state-approved contractor to sample what appears to be any visibly contaminated areas of the leased premises. For any contaminated areas caused by 3M, or those claiming by, through, or under 3M, 3M's contractor or 3M shall provide remediation recommendations to RCRRA, and shall perform remediation to the satisfaction of the appropriate government agency. Copies of the results shall be forwarded to RCRRA by 3M to ensure that the leased premises are returned to RCRRA reasonably free of pollution caused by 3M and in compliance with all applicable state and federal laws and regulations. The provisions of this paragraph shall survive the termination of this lease agreement.

13. **Default.** In the event of a breach or default of any term, condition, or covenant of this lease agreement by 3M, 3M shall be entitled to a sixty (60) day written notice specifying the nature of the default. In the event the default is not corrected within the said sixty (60) day period, or a cure commenced for the default requiring more than sixty (60) days to cure with 3M diligently pursuing correction, RCRRA may terminate this lease agreement immediately and re-enter the leased premises and take possession thereof, and use any reasonable or necessary lawful force for regaining possession, whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of six (6) months' notice.
14. **Remedies cumulative.** All remedies hereinbefore and hereafter conferred on RCRRA and 3M shall be deemed cumulative and not one exclusive of the other, or of any other remedy conferred by law or in equity. The failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this lease agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. Receipt by RCRRA of rent due hereunder with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver by 3M or RCRRA of any of the provisions of this lease agreement shall be deemed to have been made unless expressed in writing and signed by the party expressing such waiver.
15. **Assignment and subletting.** 3M shall not transfer, assign, sublet, mortgage, pledge, subordinate, or otherwise convey its interest in this lease agreement, the leased premises, or any part thereof to any other party without the prior written consent of RCRRA, its successors or assigns. The granting or withholding of such consent is solely within the discretion of RCRRA and may be subject to any additional conditions that RCRRA feels appropriate.
16. **Condemnation.** If all or any part of the leased premises is subjected to taking under eminent domain laws, this lease agreement shall terminate from the time possession is taken by the condemning entity, with prepaid rental prorated. 3M agrees that it is not entitled to, and hereby disclaims, any award made for such taking, excepting only an award issued solely and expressly to compensate for the taking of personal property owned or constructed by 3M.

17. **Compliance with laws, ordinances, and rules.** 3M agrees to comply with all laws, ordinances, fire codes, and other regulations of federal, state, municipal, and local government agencies as they apply to its occupancy of the leased premises and/or the business it transacts on the leased premises. 3M shall also comply with any reasonable rules adopted by RCRRA for the safety, care, and cleanliness of the leased premises and for the preservation of good order therein. 3M shall not permit the existence of any nuisance on the leased premises.
18. **Right of entry.** RCRRA may enter the leased premises at any time to examine, inspect, or protect the leased premises and to make alterations, renovations, or repairs.
19. **Non-exclusivity.** This lease agreement is non-exclusive and the rights herein granted are subject to the outstanding rights of others to occupy the leased premises, including, without limitation, rail lines, poles, wires, pipelines, water lines, and sewers that exist or may be placed upon, across, above, or underneath the leased premises. RCRRA may, after obtaining the prior written consent of 3M, which consent shall not be unreasonably withheld, place additional poles, wires, pipelines, water lines, sewers, or other improvements upon, across, above, or underneath the leased premises, without payment of any sum to 3M for any damage occasioned thereby, and agrees that any such permitted additional placements shall be conducted in a manner as to not unreasonably interfere with 3M's operations or the operations of others thereon.
20. **Relationship of the parties.** Nothing contained in this lease agreement shall be deemed or construed by the parties hereto or by a third party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between RCRRA and 3M, it being expressly understood and agreed that neither any provision contained in this lease agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between RCRRA and 3M other than the relationship of landlord and tenant.
21. **Amendments.** There are no understandings or agreements not incorporated into this lease agreement. All amendments, waivers, alterations, or modifications to this lease agreement shall be only upon mutual agreement of the parties hereto, evidenced in writing and signed by the parties, and incorporated into this lease agreement by reference.
22. **Notices.** Written notices required under this lease agreement shall be directed as follows:

RCRRA : Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
RE: LNE021

3M : 3M Real Estate Department

3M Center Building
900 Bush Avenue
St. Paul, MN 55144-1000

23. **Counterparts.** This lease agreement is executed in three (3) counterparts, each of which shall constitute the same agreement.
24. **Headings.** The paragraph headings contained in this lease agreement are for convenience only and shall not be used in interpreting this lease agreement.
25. **Other conditions.**
 - a. It is hereby agreed that this lease agreement shall replace the May 1, 1952 Highway Easement between 3M and Northern Pacific Railroad Company, and that the said May 1, 1952 Highway Easement is hereby canceled.
26. **Parties bound.** This lease agreement shall inure to and bind the successors and assigns of the parties hereto. The signatories below each affirm that they have the legal authority to execute this instrument on behalf of the named parties and bind said parties to the covenants and conditions herein.

IN WITNESS WHEREOF, the parties hereto have signed this lease agreement on the day and year first above written.

Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

David F. MacMillan 1-21-98
Date
Assistant Ramsey County Attorney

By Rafael Ortega Date
Chair

Insurance approved:

Denise Kapler 1-27-98
Date
Risk Management

MINNESOTA MINING AND MANUFACTURING COMPANY

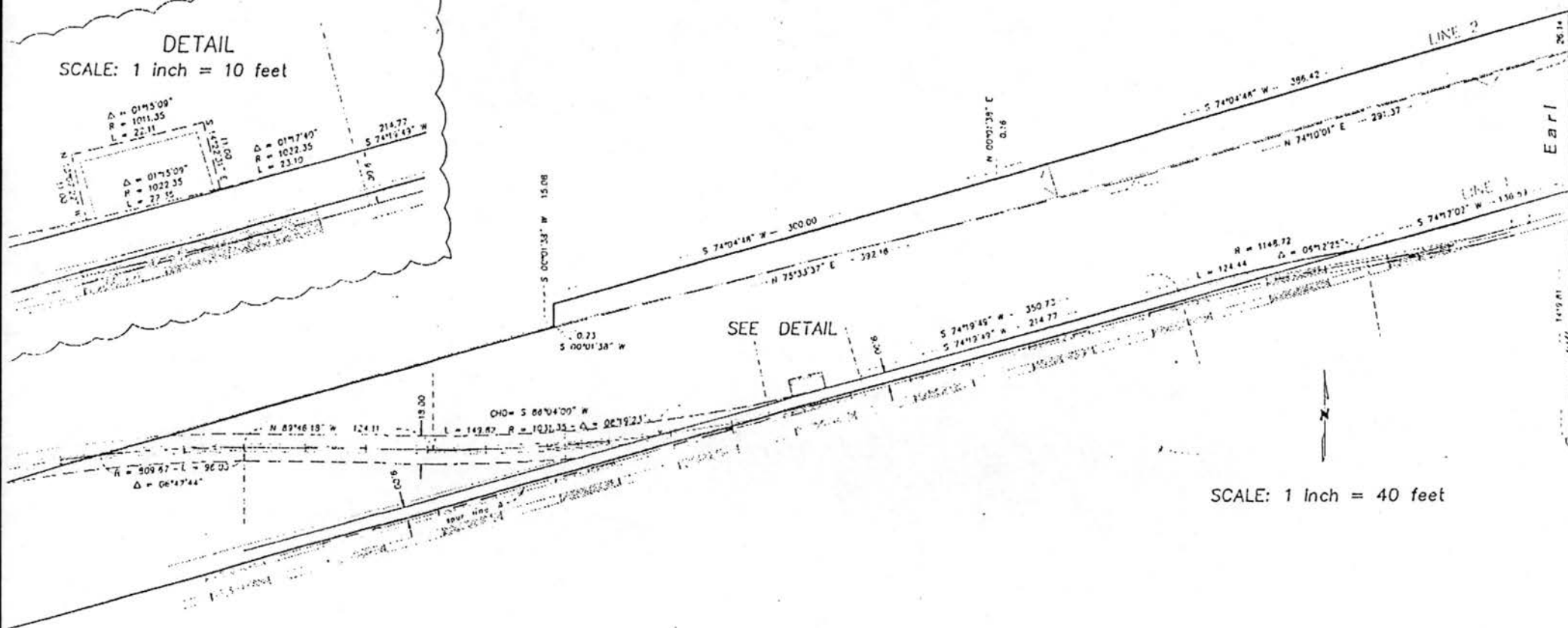
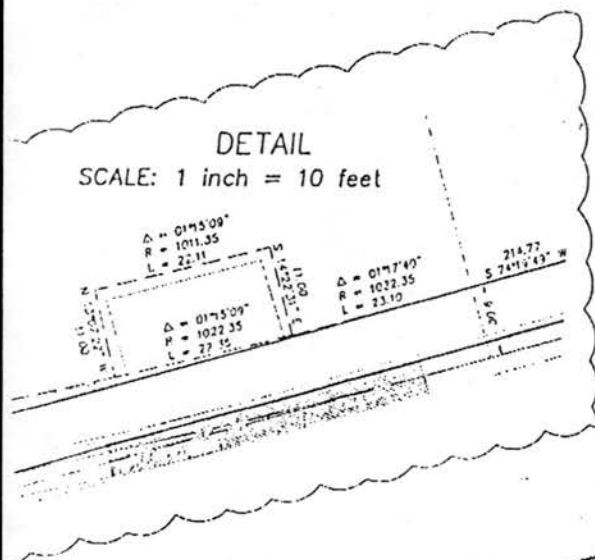
By Robert C. Jacobs, Director
Its Facilities Engineering & Real Estate

By _____
Its _____

This instrument was drafted by:
Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2764
RE: LNE021

DETAIL

SCALE: 1 inch = 10 feet



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PAGE 1 OF 1

DATE (MM/DD/YY)
13-MAR-1998

PRODUCER
Willis Corroon Corporation of Minnesota
200 South Sixth Street
Suite 1600
Minneapolis MN 55402-1436
(612) 333-3182

23579

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

COMPANY A Old Republic Insurance Company

COMPANY B

COMPANY C

COMPANY D

Marcia C. Smith

INSURED

3M-Minnesota Mining & Mfg Co. etal
3M Insurance Department
Bldg 224-5S-29
St. Paul MN 55144

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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT	MWZY 54799	01-JAN-1998	01-JAN-1999	GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	MWTB 17662	01-AUG-1997	01-AUG-1998	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL	OMWC10711800	01-JAN-1998	01-JAN-1999	☒ WC STATU- TORY LIMITS ☐ OTH- ER EL EACH ACCIDENT \$ 100,000 EL DISEASE-POLICY LIMIT \$ 500,000 EL DISEASE-EA EMPLOYEE \$ 100,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RCRRA is listed as an add'l insured as per lease agreement on file #980001.

CERTIFICATE HOLDER

Ramsey County Regional RR Authority
50 West Kellogg Boulevard
St. Paul MN 55112

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 REGIONAL RAILROAD AUTHORITY

13

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Despuigelaere
Authorized Signature

1/29/98
Date

Board Action Requested

Metro LRT Joint Powers Board Annual Report

DISCUSSION ONLY

Request Justification

See attached report.

Budgeting and Accounting

Gern W. Hlas 2/3/98

County Attorney

Dail Mar Will 2/3/98

Risk Management

Documentation certified complete for:

March 17, 1998

Board Date

Kristine A. Longhenry
Signature

January 29, 1998
Date

Metropolitan LRT Joint Powers Board

1997 Annual Report

Optimism grew in 1997 that a significant investment in the regional transit infrastructure may finally happen. Because of the key positions held by Minnesota Congressman, the Metropolitan LRT Joint Powers Board (Board) succeeded in securing \$12 million in federal funding for regional transit improvements; and it set in motion initiatives to secure additional state and federal funding. The Board continued its work to shape regional and state transit policy, with a new focus on commuter rail and welfare to work initiatives. This annual report will summarize the Board's accomplishments and activities in 1997.

The Board was established in 1992 by joint powers agreement among the seven metropolitan county regional railroad authorities. In 1997, Hennepin County Commissioner Peter McLaughlin acted as chair, Ramsey County Commissioner Raphael Ortega served as vice-chair, and Anoka County Commissioner Paul McCarron served as secretary. Additional Board members included: Carver County Commissioner John Siegfried, Dakota County Commissioner Paul Krause, Scott County Commissioner Art Bannerman, and Washington County Commissioner Mary Hauser.

Funding for the Twin Cities Transit Way Project

During 1997, the Board submitted an application to Congress for funding for the Twin Cities Transitways Project in the reauthorization of ISTEA. The Board requested \$200 million to be used for completing construction of the transitway in Hiawatha, completing design and beginning construction in the Riverview Corridor and the Northstar Corridors. In 1998, the Board will request the Minnesota Legislature to authorize \$106,000,000 in State bonds to provide the local match to the federal dollars and to study transitways in the South Washington and Cedar Avenue Corridors. Together, these funding proposals present to the Twin Cities Metropolitan Area the best opportunity for significant investment in the transit infrastructure in many years.

Under the leadership and hard work of Congressman Martin Sabo and Congressman Jim Oberstar and support from Congressmen Vento, Luther and Ramstad, and Senators Wellstone and Grams, the Board succeeded in securing a \$12 million Congressional funding appropriation for the Twin Cities Transitways Project. The funding for the Project includes: \$10.5 million for the Hiawatha Corridor, which runs

between downtown Minneapolis, the Airport and the Mall of America; \$350,000 for the Northstar Corridor which runs from Minneapolis to St. Cloud along Trunk Highway 10; and \$1,150,000 for the Riverview Corridor which runs from the east side of St. Paul and joins with the Hiawatha Corridor at the Airport and extends to the Mall of America. The Northwest Hennepin County Corridor was also named in the appropriations bill but is currently being studied through local funding sources.

Transit Policy Initiatives

In 1997, the Board continued its leadership in the development of regional and State transit policy. Its mission was to ensure that public policy reflects a comprehensive, integrated approach to transit and transit funding and recognizes that the transportation system is fundamental to the economic well-being of the Region and its people.

The Board provided comments to the Metropolitan Council on the Growth Options Report and the Transportation Development Guide/System Plan. Specifically, the Board requested that the Metropolitan Airports Commission reexamine the impact of additional parking lot expenditures at the same time that the transit alternatives to serve the airport are under discussion and further requested that the policy plan include a regional parking policy. Additionally, the Board provided comments to the Minnesota Department of Transportation on the Metropolitan Transportation Plan. The Metropolitan LRT Joint Powers Board once again provided the forum for the county regional railroad authorities to coordinate legislative positions and lobbying efforts on transit. As in past years, the primary focus was in securing adequate funding for transit. Specific positions included the following:

1. Support for a dedicated source of funding for transit including: a sales tax on gas; a ½ cent general sales tax; or a constitutional amendment that dedicates any increase in gas tax to public transportation.
2. Support for federal legislation to secure operating and capital funding for a comprehensive metropolitan transit system.
3. Support for legislation for statewide land use planning, and recognition of the land use links to transit, and support for legislation which fosters redevelopment in core areas.
4. Support for funding of transit services for social services clients from human services budgets rather than transit agency budgets.
5. Support for a distribution formula for county/state aid highway funds to more adequately reflect usage and needs.

The Legislature provided significant increases in transit funding and allocated \$2,000,000 for county welfare to work programs. However, further funding increases are essential and continue to be supported by the Joint Powers Board.

In support of State transportation initiatives, the Board again acted as a sponsor for the 1997 Legislative Reception. Congressman Martin Sabo, Congressman Jim Oberstar, and Congressman Bruce Vento were the guest speakers at this important transportation gathering.

Commuter Rail

In 1997, commuter rail received statewide and national attention as a potential transit alternative. The Board provided the opportunity for members to gather and exchange information on the feasibility of commuter rail to serve the metropolitan area. Members of the Board attended the 1997 Commuter Rail Conference in Dallas, Texas, April 13 - 16. The Board provided input on legislation that requires Mn/DOT to perform a commuter rail feasibility study, which resulted in the Legislature including members of the metropolitan regional railroad authorities as participants in the study. Upon passage of the legislation, LRT Joint Powers Board members and staff actively participated in the development of the study throughout 1997.

Perhaps most significantly, the Board initiated the coordination of a commuter rail demonstration project that was held in the Region on the July 1, 2 and 3. Anoka, Hennepin, Ramsey and Washington Counties implemented the demonstration project which received significant public and media acclaim. The Board continues to act as a forum for the sharing of information regarding commuter rail initiatives to serve the Region.

Welfare Reform: Access to Jobs

A new policy initiative of the Board was to provide the linkage between welfare reform, jobs, and transportation improvements. The Board supported a legislative initiative that provided \$2,000,000 in grant funds to the Metropolitan Council to be distributed to the Counties. The purpose of the grants is to improve services to transport economically disadvantaged persons to jobs and employment related activities, including child care facilities. In 1997, Board members and staff initiated a series of meetings bringing together county public assistance and jobs staff, as well as transportation and transit staff, to identify opportunities, needs and new initiatives. As a result of these planning and coordination activities, the Board directed staff to prepare a grant proposal to the McKnight Foundation to develop a Regional Transit Plan to address access to jobs. Finally, the Board adopted a legislative position for 1998, underscoring the need for adequate funding for transit and transportation opportunities so that transportation is not a barrier to economically disadvantaged people from getting to work.

Public Information and Community Involvement

In 1997, the Board worked to strengthen the growing interest in the business community in advocating for transit improvements. The Board provided a \$17,000 grant to the downtown Minneapolis Transportation Management Organization (TMO). The TMO is an organization of employers dedicated to addressing transportation issues that affect business and employees travel needs in downtown Minneapolis.

transportation issues that affect business and employees travel needs in downtown Minneapolis. The TMO proposed to develop a plan to heighten the Region's awareness and understanding of transportation needs among Twin Cities' business leaders. They further hope to motivate business executives to take action in support of public policies that address congestion issues. The Board awarded the grant contingent on the TMO securing \$50,000 in CMAQ fund from the State.

To provide transitway advocates with an innovative informational tool, the Board hired Macromedia Technologies to develop a visual simulation of the Twin Cities Transitways Project. The visual simulation will be used at the Legislature, in support of the \$106 million bonding request, as well as in other community involvement activities. It is hoped that by presenting a better visual understanding of the Project, the Board will achieve greater support from elected officers and community leaders.

Metropolitan Light Rail Transit Joint Powers Board
Accounting Summary
For the Period January 1, 1997 through November 30, 1997

	<u>Actual</u>	<u>Budget</u>	<u>Balance Remaining</u>
Revenues:			
Member Contributions (1)	\$ 65,648.64	\$ 64,874.00	\$ 774.64
Other Revenue	<u>3,938.12</u>	<u>2,000.00</u>	<u>1,938.12</u>
Total Revenues	<u>\$ 69,586.76</u>	<u>\$ 66,874.00</u>	<u>\$ 2,712.76</u>
Expenses:			
Printing/Postage/Miscellaneous	0.00	2,000.00	(2,000.00)
Administration/Policy Analysis	150.00	10,000.00	(9,850.00)
Legislative Representation	0.00	10,000.00	(10,000.00)
Engineering Costs	0.00	0.00	0.00
Public Information	0.00	20,000.00	(20,000.00)
Contingencies	<u>0.00</u>	<u>24,874.00</u>	<u>(24,874.00)</u>
Total Expenses	<u>\$ 150.00</u>	<u>\$ 66,874.00</u>	<u>\$ (66,724.00)</u>
Revenues less Expenses:	<u>\$ 69,436.76</u>	<u>\$ -</u>	<u>\$ 69,436.76</u>

Metropolitan Light Rail Transit Joint Powers Board
Reconciliation of Fund Balance
For the Period January 1, 1997 through November 30, 1997

Fund Balance: Beginning of Year	\$ 65,648.64
Add: Revenues (Not Including 1996 Carryover)	3,938.12
Less: Expenses	<u>(150.00)</u>
Fund Balance: End of Year	<u>\$ 69,436.76</u>

Note:

(1): Budgeted member contributions includes \$65,648.64 of carryover from 1996.

Metropolitan Light Rail Transit Joint Powers Board
Accounting Detail
For the Period January 1, 1997 through November 30, 1997

Payee/Description	Date	Member Contributions	Other Revenue	Printing/Postage/ Miscellaneous	Administration/ Policy Analysis	Legislative Representation	Engineering Costs	Public Information	Contingencies	Fund Balance
Carryover from 1996	01/01/97	\$ 65,648.64								\$ 65,648.64
97 Legislative Reception	02/13/97				150.00					65,498.64
YTD Interest Revenue (projected)	11/30/97		3,938.12							69,436.76
Actual		<u>\$ 65,648.64</u>	<u>\$ 3,938.12</u>	<u>\$ -</u>	<u>\$ 150.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 69,436.76</u>
Budget		<u>\$ 64,874.00</u>	<u>\$ 2,000.00</u>	<u>\$ 2,000.00</u>	<u>\$ 10,000.00</u>	<u>\$ 10,000.00</u>	<u>\$ -</u>	<u>\$ 20,000.00</u>	<u>\$ 24,874.00</u>	
Budget Remaining		<u>\$ 774.64</u>	<u>\$ 1,938.12</u>	<u>\$ (2,000.00)</u>	<u>\$ (9,850.00)</u>	<u>\$ (10,000.00)</u>	<u>\$ -</u>	<u>\$ (20,000.00)</u>	<u>\$ (24,874.00)</u>	

DRAFT

VISION STATEMENTS

1999-2010

COMPREHENSIVE TRANSPORTATION PLAN

THOROUGHFARES/HIGHWAYS:

Ramsey County will integrate all modes of transportation on every roadway, and synthesize these modes to work as one collective system that maximizes efficiency. The County will educate community members regarding the availability, maintenance, and safety of these alternative methods of travel so that each citizen can make responsible changes to their travel behavior and thereby reduce impact on the community. Prior to integration, citizens will be encouraged, via surveys and focus groups, to assess transportation concerns and give opinions on transportation options and solutions.

Thoroughfares, highways, and streets will proceed to be evaluated and improved upon for both safety and efficiency. The County will continue to work closely with federal, state, and local transportation agencies to coordinate development of an integrated system of thoroughfares and transit systems. Ramsey County will consider TDM, TSM measures on existing four-lane roadways to maximize service, such as providing incentives to increase the occupancy of each vehicle, or adding HOV lanes. The County will take advantage of grants and other funding to offset taxpayer burden.

TRANSIT:

Ramsey County is dedicated to improving the efficiency of current transit systems while also identifying future transit needs. The vision of the County is to serve the transit needs of all citizens in a safe, convenient, and affordable manner. As transit systems are developed, the County will encourage their use through educational and promotional programs. Disincentives for automobile use in areas comprehensively served by a transit system will also be considered.

The citizens of Ramsey County will be represented by utilizing surveys and focus groups to provide input on current and future transit requirements. The County will work closely with local transportation agencies to coordinate transportation plans and create a comprehensive, convenient transit system. State and Federal Government will continue to be encouraged to expand inner-city and suburban

DRAFT

connections to other transit corridors. Ramsey County will also work to develop a fast, high capacity transit service, such as LRT and transit corridors, to serve major trip generators such as the downtowns of Minneapolis and St. Paul, the airport, and the Mall of America.

OTHER MODES:

Ramsey County will reduce travel demand by developing additional, convenient, cost effective modes of transportation. Bike and pedestrian pathways will safely exist on all County roadways. Research will be conducted to evaluate the use of LRT's to connect Minneapolis and St. Paul, and provide fast, high capacity access to the airport and/or the Mall of America. As much as possible, the County will encourage businesses to create employee incentive programs utilizing various transit systems.

Through community surveys and focus groups, citizens will be able to vote on transportation options prior to development, providing feedback to the County concerning which transportation methods will be utilized. Cost, environmental, and social impacts of each mode of travel will be relayed to citizens to facilitate informed decisions. Citizens will be educated on the maintenance and safety aspects of all transportation methods, and continuous education and promotions will be provided by the County to increase vehicle occupancy as well as use of other transportation modes.

LAND USE:

Ramsey County will encourage the preservation of natural resources by channeling demands for additional or larger highways into plans for improving existing transportation. The County will identify current and future transit needs to develop, expand, and promote an extensive transit system consistent with safety, accessibility, and sustainability requirements. The County will continue to work with local and state transportation agencies to create access to adjacent land development while maintaining the flow of traffic.

Minor arterial systems will be improved to support existing land use. The County will increase the efficiency of current four-lane roads, develop transit modes, and encourage the use of landscaping and beautifying techniques wherever feasible. The four-lane maximum road policy already in existence minimizes impact on the physical environment. A clean and safe environment will be assured for present and future citizens.

DRAFT

SURFACE WATER MANAGEMENT:

The goal of Ramsey County is striving to be the leader in the protection and management of water resources. The County will follow a single, coordinated, comprehensive, County-wide water management approach. County objectives include maintaining roadways and right of ways that impact water resources, controlling stormwater runoffs, and monitoring salt, sand, and weed killers for toxins potentially dangerous to water resources.

Community education will be provided on the relationship between land use and the quality of water, and the need to ensure clean water for their neighbors downstream as well as for future generations. Once citizens are aware of which body of water is affected by the drainage from their land, they will be compelled to make decisions benefiting the entire community. Sustainable community issues will therefore also be discussed regarding "green" corridors and open land versus additional roadways and development.

Source:

A condensed version of Ramsey County's 1995 Strategic Plan's adopted visions.

DRAFT

**RAMSEY COUNTY'S SUMMARY OF
MUNICIPAL COMPREHENSIVE
PLANS**

1998

DRAFT

SUMMARY OF MUNICIPAL COMPREHENSIVE PLANS

Eighteen municipal comprehensive plans were reviewed by Ramsey County. The original municipal comprehensive plans were researched and prepared by each city. The following summaries provide a general description of the city as well as the major elements of transportation within five areas: thoroughfares/highways, transit, other modes of transportation, land use, and surface water management.

These summaries will serve as a guideline for Ramsey County's preparation of its 1998 Comprehensive Plan revision. The County is committed to working with federal, state and local government in order to provide the most enlightened vision in each of the five areas of concentration. It is the County's goal to mesh its visions as much as possible with the visions of each of the municipalities.

DRAFT

FALCON HEIGHTS

GENERAL:

Falcon Heights is located between St. Paul and Roseville, and is considered fully developed. Falcon Heights regards its Comprehensive Plan as public policy which defines and encourages a vision for the future. The Planning Commission evaluates land use, transportation, and so forth to ensure consistency with the visions of the Comprehensive Plan.

THOROUGHFARES/HIGHWAYS:

Most of the major streets in Falcon Heights fall under state or county jurisdiction. County roads include Larpenteur Avenue (major east/west artery), Roselawn Avenue, Hamline Avenue, Hoyt Avenue between Snelling and Hamline, and Fairview and Cleveland Avenues north of Larpenteur. It is the policy of the City to coordinate all street planning and design with the involved transportation department while maintaining local streets. The City discourages high volumes of traffic on residential streets and will develop a hierarchy of streets to move this traffic safely on relatively few through streets.

TRANSIT:

Coordinate with the University of Minnesota to develop a Travel Demand Management (TDM) strategy, coordinate with MTC, RTB to continue providing and improving bus service, and coordinate with Ramsey County Regional Railroad Authority to implement LRT by 2011. Coordinate with surrounding communities to evaluate the need for transit services.

OTHER MODES:

Develop a system of pedestrian-only trails as well as on and off-street bikeways. Provide an interconnected park and open space system that provides pedestrian and bicycle linkages throughout the City. These trails will be an integral part of the upgrading of arterial and collector streets (except along Snelling Avenue).

LAND USE:

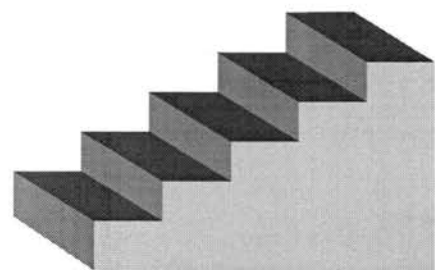
Within established neighborhoods, land use and traffic intrusions will be minimized and street maintenance will upgrade the value of residential properties. Within commercial areas, traffic mobility, access, and on-site parking

DRAFT

will be priorities, particularly for the commercial core at Snelling/Larpenteur. LRT will be supported.

SURFACE WATER MANAGEMENT:

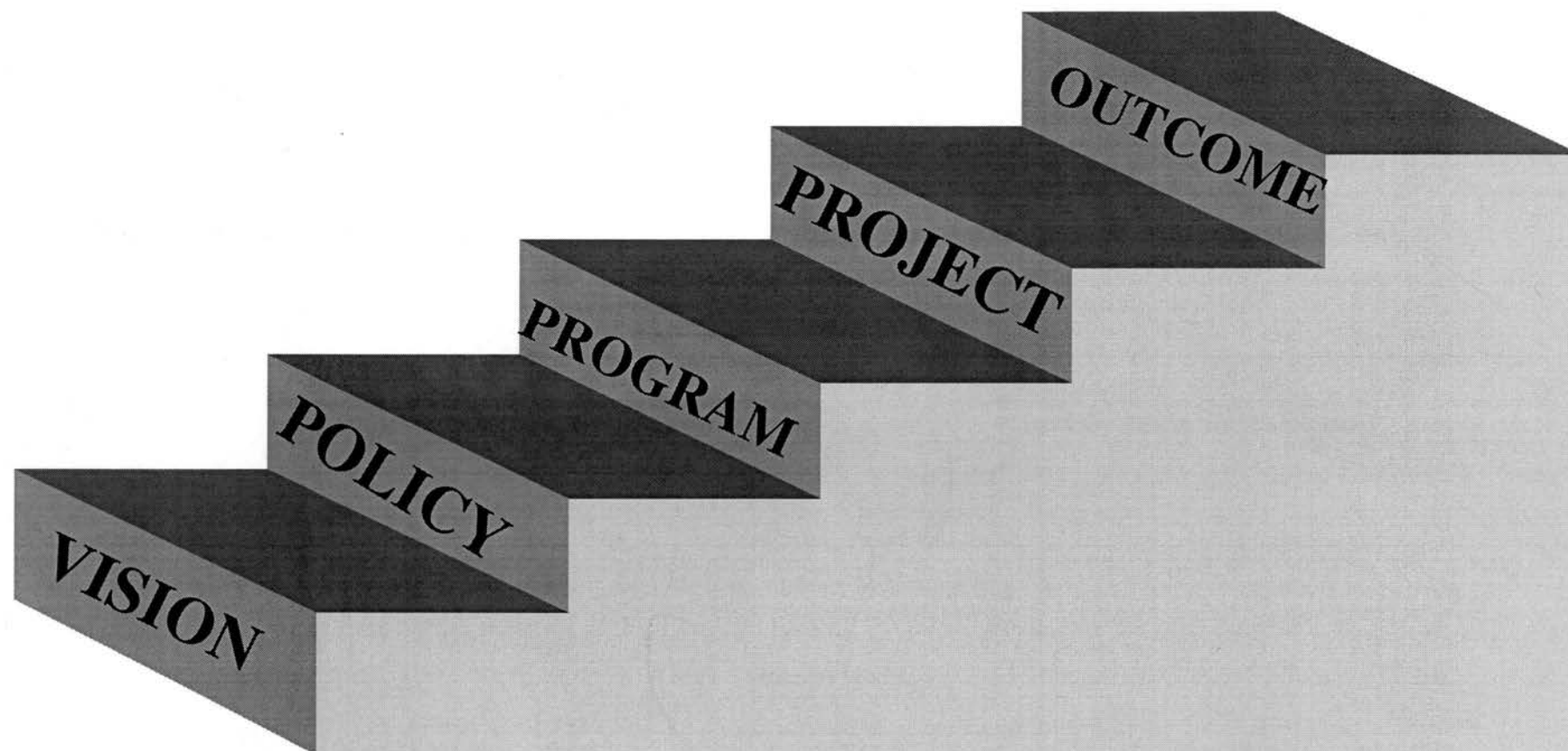
Newly developed sites must minimize runoff velocities, retain precipitation, and manage stormwater and erosion control. The City contains no lakes, streams or protected wetlands.

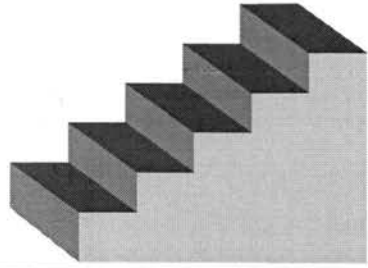


1999 - 2010

Comprehensive Transportation Plan

PLANNING PROCESS





1999 - 2010 Comprehensive Transportation Plan

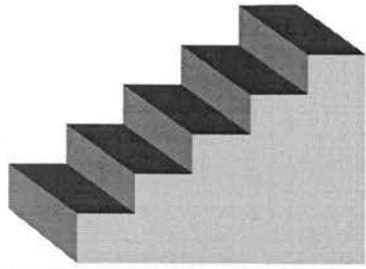
THE PLANNING PROCESS

POLICY

A prescribed course of action in response to certain future conditions.

EXAMPLE: The safety of the traveling public should be the prime consideration of any proposal, with ecological concerns, financial capabilities and public desire utilized as guiding factors.

Source: RC Resolution 9-1272



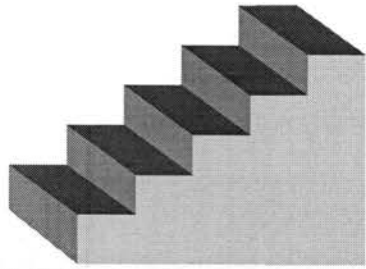
1999 - 2010 Comprehensive Transportation Plan

THE PLANNING PROCESS

PROGRAM

A broad plan to be followed to address future needs guided by established policies.

**Example: 1997 - 1999 Transportation
Improvement Program**



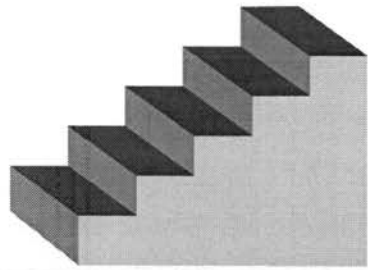
1999 - 2010 Comprehensive Transportation Plan

THE PLANNING PROCESS

PROJECT

A series of decisions and actions to accomplish a specific portion of a program.

**Example: Highway 96 Reconstruction
Edgerton Street Bridge**



1999 - 2010 Comprehensive Transportation Plan

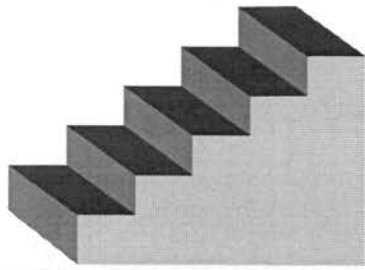
THE PLANNING PROCESS

OUTCOME

A performance based measure for determining how well a project is being performed and its impact.

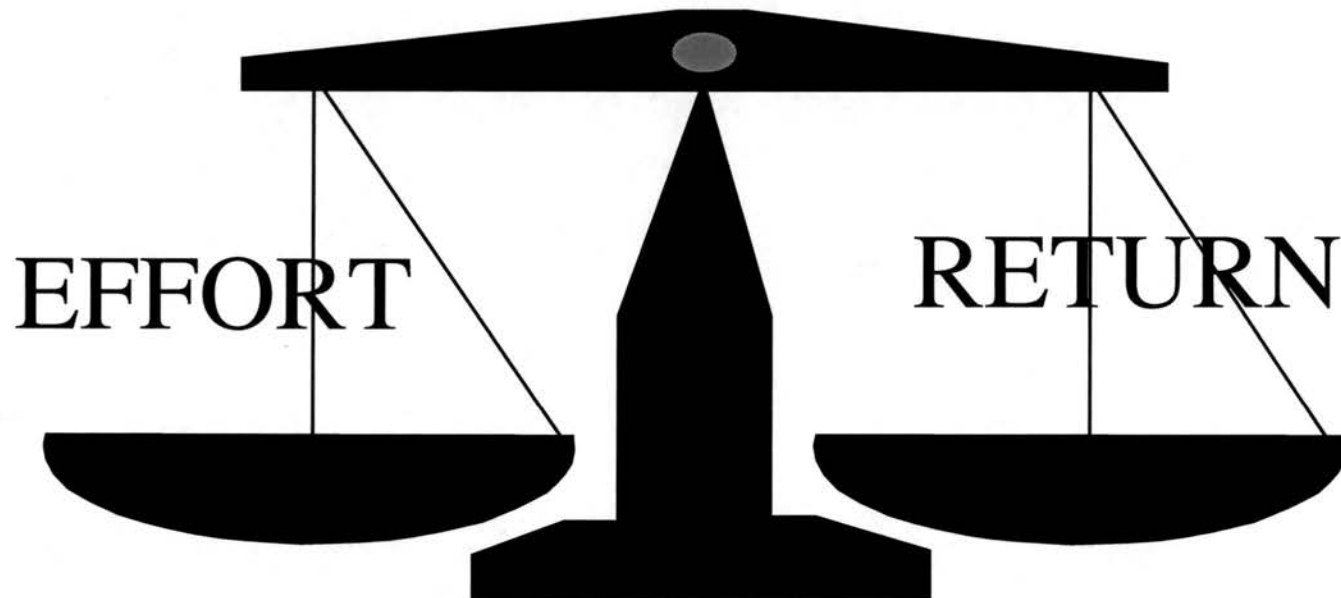
Example: Accident rates

Pavement Management Rating System



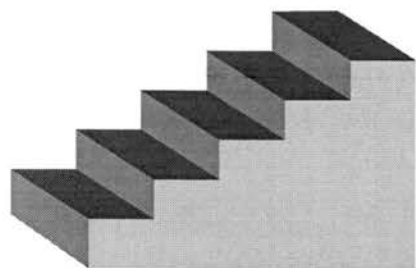
1999 - 2010 Comprehensive Transportation Plan

THE PLANNING PROCESS



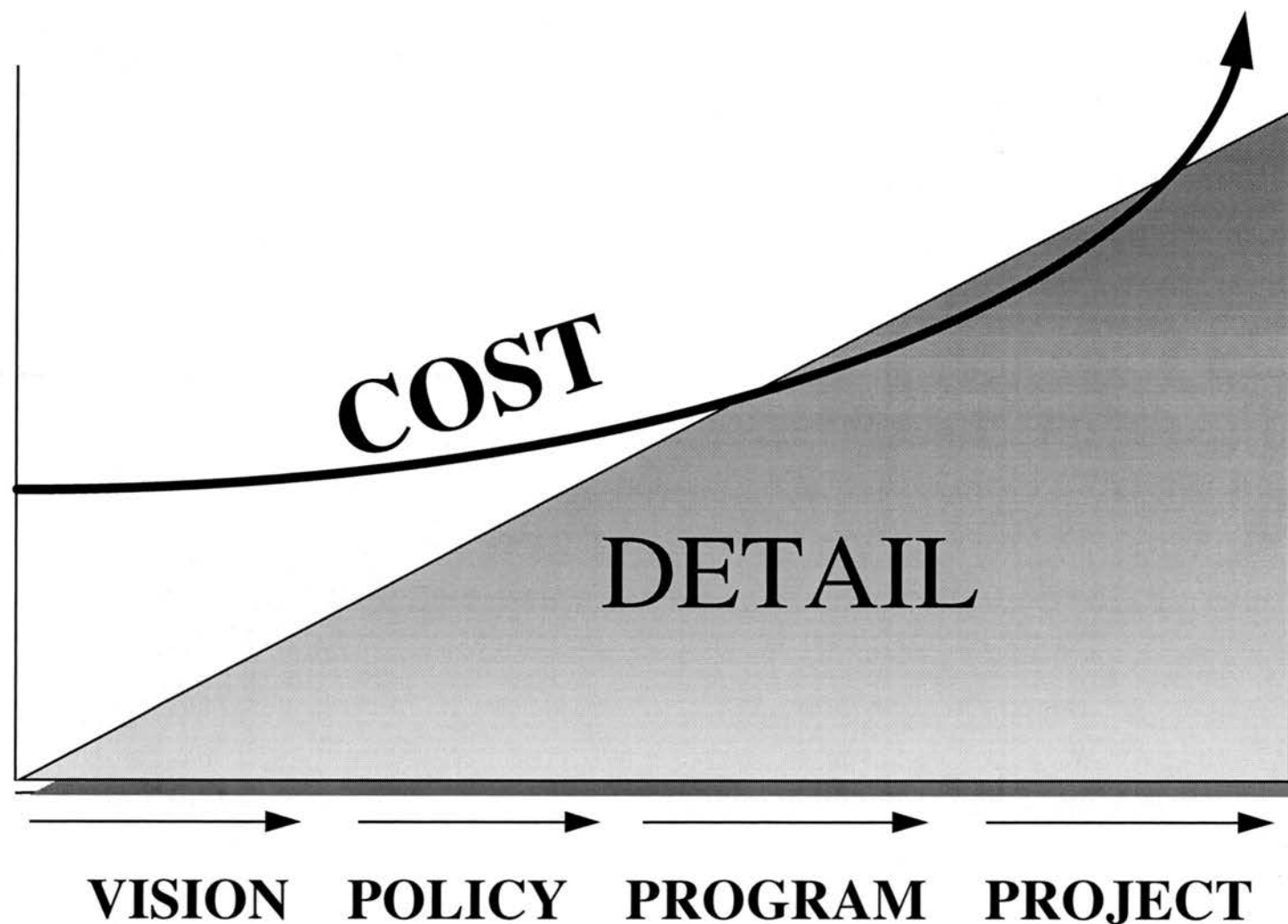
Detail
Cost
Public Involvement

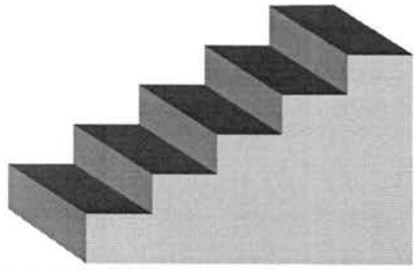
Validity over
time



1999 - 2010

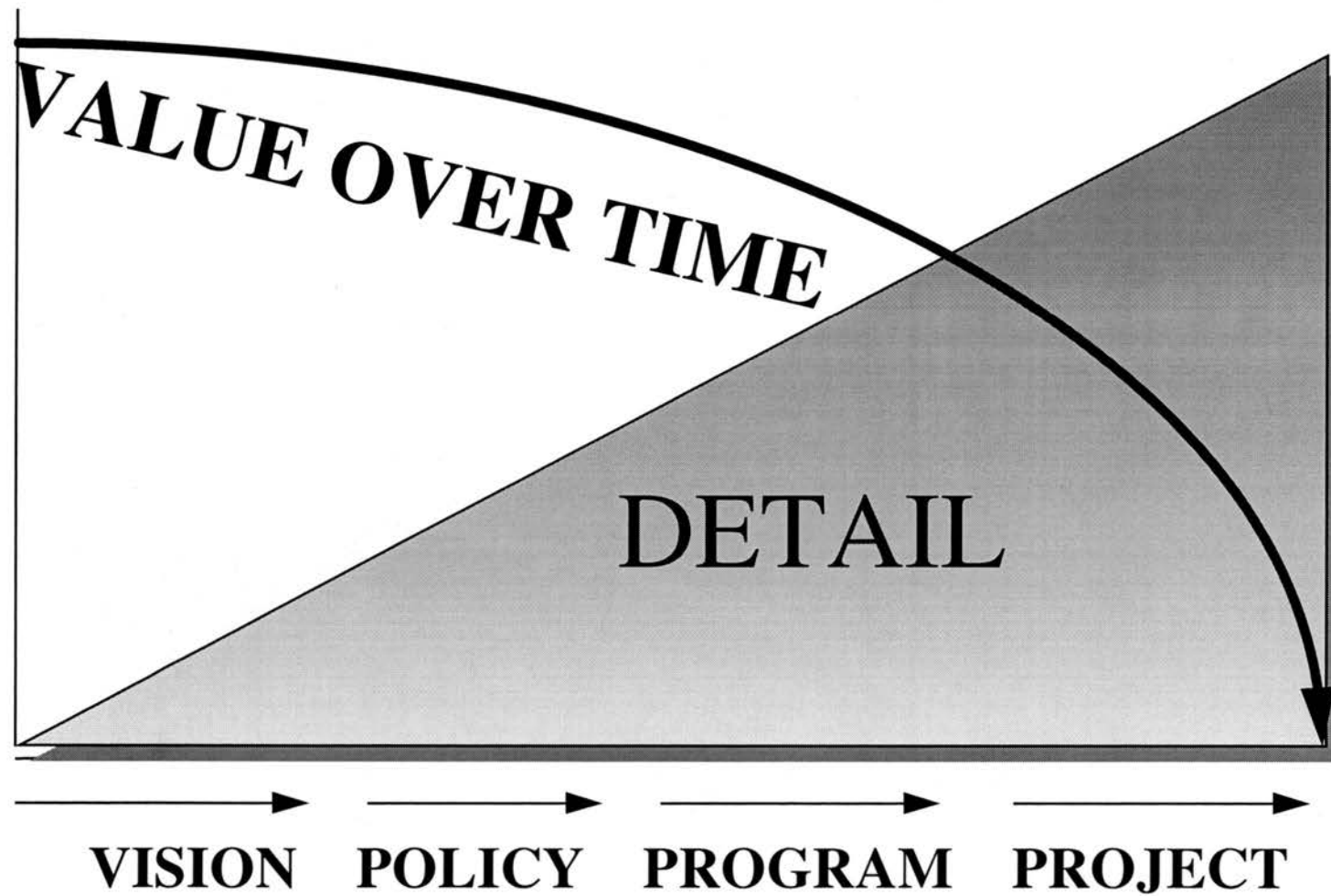
Comprehensive Transportation Plan

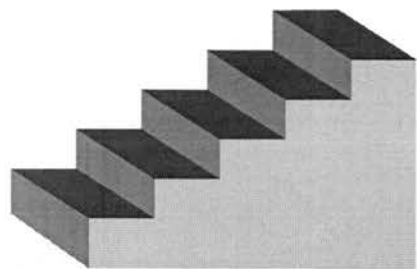




1999 - 2010

Comprehensive Transportation Plan

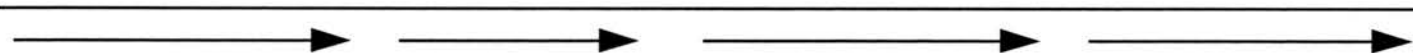




1999 - 2010

Comprehensive Transportation Plan

PUBLIC INVOLVEMENT

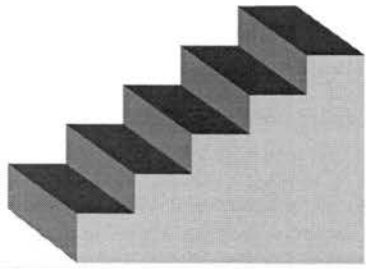


VISION

POLICY

PROGRAM

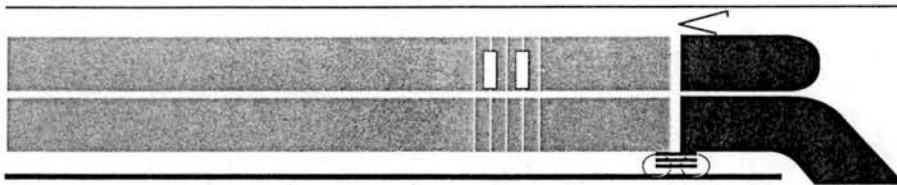
PROJECT



1999 - 2010 Comprehensive Transportation Plan
THE PLANNING PROCESS

WHAT IS GOING ON?

- 1. Contract with SRF for traffic forecasting being prepared.**
- 2. Comprehensive Plan design to be drafted the week of 3/23.**
- 3. Summary of status of municipal plans being prepared.**



Ramsey County Regional Railroad Authority

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

Agenda

Ramsey County Regional Railroad Authority Meeting

March 17, 1998

(2:15 p.m. or immediately following the Human Services Meeting)

COUNCIL CHAMBERS - 3RD FLOOR COURTHOUSE

1. * Approve Minutes of meeting of January 13, 1998
2. Comprehensive Transportation Plan
3. * Authorize Staff to Issue a Request for Proposals for Riverview Corridor Major Investment Study.
4. Legislative Update
5. *
 - a) Approve the Construction Agreements between RCRRA and MCI Telecommunications Corporation to Install Fiber Optic Cable Along RCRRA Right of Way From Bush Avenue to Earl Street in St. Paul.
 - * b) Authorize the Chairman of the Ramsey County Regional Railroad Authority to Sign the Construction Agreement on Behalf of RCRRA.
6. * Ratify Quarterly Report of Payments for October 1 Through December 31, 1997.
7. *
 - a) Approve the Easement to Rod and Carol Klindworth for the Continued Location of a Portion of a Building on the RCRRA Northeast Corridor Right of Way Adjacent to the Property of 658 Bush Avenue, St. Paul.
 - * b) Authorize the Chairman of Ramsey County Regional Railroad Authority to Sign the Easement on Behalf of RCRRA.
8. * Ratify Partial Payments No. 4, No. 5 and No. 6 in the Amounts of \$27,874.58, \$27,891.95 and \$10,476.89 to SRF Consulting Group, Inc. for Professional Engineering Services for Riverview/Hiawatha Transitways.

(continued)



9. * a) Approve the Construction Agreement Between RCRRA and Brooks Fiber Communication of Minnesota to Install Fiber Optic Cable Crossing RCRRA Right of Way East and West of Earl Street in St. Paul.
* b) Authorize the Chairman of the Ramsey County Regional Railroad Authority to Sign the Construction Agreement on Behalf of RCRRA.
10. * a) Approve the Construction Agreement Between RCRRA and Sprint Communications Company L.P. to Install Fiber Optic Cable Crossing RCRRA Right of Way East and West of Earl Street in St. Paul.
* b) Authorize the Chairman of the Ramsey County Regional Railroad Authority to Sign the Construction Agreement on Behalf of RCRRA.
11. * a) Approve the Lease Agreement between RCRRA and 3M for the continued location of a spur track crossing RCRRA right of way between Forest and Earl Streets in St. Paul.
b) Authorize the Chairman of the Ramsey County Regional Railroad Authority to sign the Lease Agreement on behalf of RCRRA.
12. * a) Approve the Lease Agreement between RCRRA and 3M for the continued location of an access road and security fence on RCRRA right of way west of Earl Street in St. Paul.
b) Authorize the Chairman of the Ramsey County Regional Railroad Authority to sign the Lease Agreement on behalf of RCRRA.
13. * Metro LRT Joint Powers Board Annual Report

* Action is requested

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

January 13, 1998

The Ramsey County Regional Railroad Authority met on Tuesday, January 13, 1998, in Council Chambers, 3rd Floor Courthouse.

MEMBERS PRESENT: Chairman Rafael Ortega
Commissioner Dino Guerin
Commissioner Susan Haigh
Commissioner Victoria Reinhardt
Commissioner Janice Rettman
Commissioner Jan Wiessner

MEMBERS ABSENT: Commissioner Tony Bennett

OTHERS PRESENT: Terry Schutten, Kathy DeSpiegelaere, Al Vogel, Gabe Guevara, Greg Mack, Mark Sather, Paul Kirkwold, Dennis Bodin, Dan Soler, Tim Mayasich, Jon Walsh, Gary Mortenson, Robert Clarkson, Jane McClure, Mike Coffey, Kris Longhenry

Chairman Ortega called the meeting to order at 2:00 p.m.

1. Approve Minutes of the Ramsey County Regional Railroad Authority Board Meeting of December 16, 1997.

Motion by Commissioner Haigh, seconded by Commissioner Guerin, to accept the minutes from the December 16, 1997 RCRRRA meeting.

Ayes - 6, Nays - 0
Motion accepted.

2. Approve Minutes of the Ramsey County Regional Railroad Authority Administrative Board Meeting of January 6, 1998.

Motion by Commissioner Haigh, seconded by Commissioner Guerin, to accept the minutes from the January 6, 1998 RCRRRA Administrative meeting.

3. Mn/DOT Commuter Rail Study -- Phase I.

Kathy DeSpiegelaere reported that Mn/DOT conducted a Phase I Commuter Rail Study at the request of the state legislature. Ramsey County has been involved in this by Commissioner Ortega's participation on the Advisory Committee with Commissioner Bennett as his alternate and Kathy has been participating on the staff Steering Committee.

Al Vogel, Director of Mn/DOT's Office of Freight, Railroads and Waterways, distributed a handout, which outlined his presentation. He added that Phase I hasn't been formally completed yet, and a summary report will be finalized by the end of next week and transmitted to the legislature on January 21.

Al presented some background information on the Study. Funding of one million dollars was provided by the legislature during the 1997 session to determine the potential of commuter rail in the Twin Cities (within

the seven metro counties). The Study process involved a steering committee and an advisory committee. There was no formal public involvement process because of time constraints, but it was desired that the steering and advisory committees would be able to communicate information to the metropolitan constituency about the Study process and conclusions. The Phase II study will have a much more formal public involvement process.

Al commented that there are a couple of communication tools that have been used to inform about the Study process. There is a newsletter, news releases and a web page. He then distributed a brochure on an introduction to the Study.

The Advisory Committee is comprised of mainly policy makers and elected officials. Their responsibilities include overseeing the Study in progress, ask questions that challenge the Steering Committee, and to share information on the progress of the Study with constituents.

The Final Report is due to the legislature on February 1, 1999.

The outcome of Phase I is the identification of the corridors that seem to offer the most potential for commuter rail and would be available for further study in Phase II.

The evaluation criteria was used to decipher information about one corridor compared to another. There were five different criteria used: ridership, passengers per route mile, operating and maintenance cost per passenger, total capital costs and cost per passenger mile.

The routes indicated for Phase II Study include: Bethel to St. Paul, Elk River to Minneapolis to St. Paul, Forest Lake to St. Paul to Minneapolis, Hastings to St. Paul to St. Paul. There are two proposed routes from Minneapolis to St. Paul.

Al cautioned that Phase I is a sketch plan and is not the detailed look that is necessary to conclude that commuter rail will be a viable option to relieving traffic congestion in the metro area. The preferred routes are still more expensive than many other areas in the country. Phase II will have more detailed answers.

The next step to this process includes finalizing the Phase I report, which will be done soon. The legislature should then give the go ahead on working on Phase II.

Commissioner Haigh questioned if one of the reasons that the cost is so much higher in the Twin Cities is due to density or if capital costs are different here.

Al Vogel answered that these questions can't really be answered right now because comparisons haven't been made on capital costs. Our capital costs are high because they are looking at improving the system so commuter rail can run on freight rails without disturbing freight traffic. There also isn't a system in place so downtown stations are envisioned.

Commissioner Haigh stated that she was pleased that three of the proposed routes cut across key areas in the County but had questions on how it serves people who live out near the boundaries of the County and how far out do these routes suit riders.

Al Vogel commented that a characteristic of commuter rail is that typically those riders are people who are coming from longer distances than the typical bus rider might.

Commissioner Ortega raised the question on how does this serve the city residents who want to travel out of the city for work.

Al Vogel said that ridership is typically more for those who commute downtown, but with four trains coming downtown in the morning, and outbound in the afternoon, there would be stops heading outbound in the morning and inbound in the afternoon for those who live in the city core and choose to work outside of the city too.

Kathy DeSpiegelaere commented that city residents and suburban residents would be served by commuter rail by the reverse commute and the location of the stations. Stations are being looked into somewhere in the vicinity of Snelling, and for the Forest Lake line, stops are being planned at the Union Depot and Maryland. These stops are considered very close in compared to other commuter rail lines and would serve many residents.

Commissioner Reinhardt asked who participates in Phase II. She questioned if representatives from the municipalities would be involved.

Al Vogel responded that the municipalities would be involved, but he was unsure on what level.

Commissioner Reinhardt commented that it would be appropriate for the municipalities that are directly impacted to participate in the Phase II Study. She also asked Al Vogel what his realistic estimate was on commuter rail existing.

Al Vogel answered that he cannot answer when he believes commuter rail will be up and running. He stated that the current timelines are estimated according to what has been learned in the Phase I Study and feasibility according to ridership estimates. These timelines are intended to be used for planning purposes only. The Phase II Study would be much more detailed and would be able to take into account more accurate operating, maintenance and capital costs.

Commissioner Wiessner requested clarification on the costs per mile, questioning if cost per mile was only operating cost and didn't include capital costs and if operating costs were only used for comparisons to other cities.

Al Vogel responded that there are three separate criteria; operation and maintenance cost per passenger, capital costs, and total cost per passenger mile. The total cost per passenger mile was the estimate used to compare costs to other cities. These estimates are significantly higher than other cities.

Commissioner Haigh motioned for RCRRA to indicate acceptance of the Phase I Study and support for moving ahead on the Phase II Study. Commissioner Reinhardt seconded this motion.

Ayes - 6, Nays - 0
Motion accepted.

WHEREAS, Congestion is increasing in the Twin Cities Metropolitan Area and the need to get access to jobs is important to citizens and to the region's economic vitality; and

WHEREAS, A variety of transportation solutions are needed to address mobility issues; and

WHEREAS, The Minnesota Department of Transportation has completed a feasibility study of commuter rail in the Twin Cities Metropolitan Area; and

WHEREAS, Ramsey County Regional Railroad Authority has had an opportunity to participate in the development of the study by having members on the Advisory Committee and the Steering Committee; and

WHEREAS, Ramsey County Regional Railroad Authority has received presentations on the feasibility study from the Minnesota Department of Transportation staff; Now Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority accepts the Feasibility Study; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority commends the Minnesota Department of Transportation on the objective, factual approach that has been taken to the study; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority supports the commitment the Minnesota Department of Transportation has made to involvement of all the cities along the priority commuter rail corridors in the next phase of commuter rail study to be undertaken.

4. Comprehensive Transportation Plan.

Due to time constraints, this item was tabled until the next RCRRA meeting.

5. Status of Right of Way from Beam Avenue to Bald Eagle Junction.

Kathy DeSpiegelaere provided background information on the Burlington Northern (BN) right of way from downtown St. Paul to Forest Lake that is one of the routes selected for further study in the Phase II Study. The City of White Bear Lake (WBL) applied for and was awarded in 1994 an ISTEAG grant to build a trail on the BN right of way through the city of WBL. This right of way was not abandoned at that time and Minnesota Commercial continues to operate on it. In 1995, the RCRRA authorized staff to negotiate for purchase of the right of way. There have been negotiations and meetings but they have been complicated by the right of way still being used. The RCRRA has surveyed the property, had an appraisal completed, a Phase I assessment of the right of way is in process and issues with NSP have appeared to have been worked out. BN was responsible for negotiating with Minnesota Commercial for the purchase of the right of way. In October of 1997, RCRRA made an offer to BN for the right of way. This offer included keeping the tracks in place because the commuter rail study was taking place and an assessment of the condition of the tracks found that there was value to leaving the tracks in place. The offer to BN was rejected because BN said it was too low, and the RCRRA negotiator felt that a quick counter offer would be negotiating against ourselves. There has not been a subsequent offer made.

Commissioner Reinhardt summarized a memo sent to the Commissioners drafted on December 17, 1997 regarding the trail for WBL. The bikeway/walkway trail would run through five different County municipalities, but WBL initiated the grant process. The funding has specific timelines and the RCRRA needs to make a decision on a few issues before WBL can move forward on using the funding on the trail project or they may lose the funding.

Commissioner Reinhardt suggested some options for the RCRRA that would help WBL be able to keep their funding. One option was to show that with the recent findings of the commuter rail study, the Metropolitan Council could be approached to ask for an extension. Assuming that commuter rail does come into this area within the next six to ten years, that will make a difference in a couple areas of the trail. In some of the places on the right of way, it wouldn't be feasible for the trail and commuter rail to co-exist. Commissioner Reinhardt stated that the Parks and Recreation Department may be able to accommodate these areas.

Commissioner Ortega requested clarification on a couple of issues. He asked if there was a counter offer to BN for the purchase of the right of way, if the proposed commuter rail line overlaps the trail and how negotiations are going to work if the rail line overlaps the trail.

Kathy DeSpiegelaere explained that there hasn't been a counter offer for the purchase of the right of way and that the commuter rail line does overlap the trail. For commuter rail, it is not necessary for the RCRRA to acquire all the rail lines since the railroad companies would still be running cars on the same tracks. Up until now, it has been understood that if a trail was to be built on the right of way, the right of way would have to be purchased. Another option to this would be to lease the right of way, but the railroad company would have to agree to this also.

Commissioner Haigh questioned that if a lease would go through, what would that do to the concept of commuter rail for that area?

Commissioner Guerin commented that the RCRRA should be consistent on making decisions for using proposed rail lines for other activities than rail.

Commissioner Wiessner asked if commuter rail is using the corridor, and train companies use the same tracks, why would we purchase the right of way?

Kathy DeSpiegelaere answered that up until now, the RCRRA has been moving towards acquiring tracks and moving trains off the tracks, but the commuter rail study has changed that. There would not be a need to purchase the line in order to operate commuter rail along it.

Commissioner Reinhardt stated that in order for the City of WBL to keep the grant, the RCRRA has to decide on either helping the City request an extension on the grant, purchase the right of way or find another way to lease it to WBL to build the trail. Commissioner Reinhardt expressed that she felt the number one thing to do is to extend the funding time limit and the commuter rail study may help do this. She believed that it would be much harder and a longer process to acquire the right of way immediately from the railroad company and that would hinder WBL's plans to use the grant money.

Commissioner Rettman stated that she supports an extension and questioned how long an extension would take.

Commissioner Reinhardt said that the Metropolitan Council has said strongly that there will be no extensions. She believed that an argument on the findings of the commuter rail study changes what the initial plans of the corridor were. She said that an extension is vital but if that doesn't go through, then there has to be some sort of lease that takes valuable time to get also.

Commissioner Reinhardt compared this situation to the Phalen Berm issue, where a trail was to be built along the rail corridor and would be used until rail would be built. She stated that the commuter rail study changes the situation, since the timeline projections for commuter rail are sooner than what was thought prior to the study. She suggested coming up with an alternate plan now, so the trail and commuter rail can coexist.

Commissioner Rettman asked if an alternate plan needs to be introduced, shouldn't that be the responsibility of the municipality? She stated that this was done by the City of St. Paul on the berm issue.

Commissioner Reinhardt responded that the grant would cover the expenses of an alternative plan.

Commissioner Guerin questioned what WBL wants from the RCRRA.

Commissioner Reinhardt answered that WBL wants the RCRRA to have the right of way so a trail can be put in.

Greg Mack, Ramsey County Parks and Recreation Department, recommended working with WBL for an extension. He believed that this is in everyone's best interest. He also stated that ISTEA funded designs take a long time to process.

Greg Mack said that the commuter rail study identified the BN Corridor in two ways. One is to go straight down Phalen, through Swede Hollow and down to East Seventh Street. This would require removal of the trail that is there. The other is the M and D Junction, which is just south of Highway 96. There is an option of going off of that junction and heading south to St. Paul. If this one was the choice, then there is sufficient right of way to work from Highway 96 south and make the connection to Beam Avenue. If the tracks were to stay in place, construction of the crossing at 694 would exhaust the whole grant. If the study found that this isn't the corridor for commuter rail, then the bridges at Beam Avenue and 694 would be suitable for trail crossing.

Greg Mack laid out two plans. One would be for constructing in the existing right of way and in the location on where the tracks sit. He stated that this is the easiest and most cost effective from a trail perspective, but if in two years there is a determination that this route will be used for commuter rail, the money is wasted and the trail would need to be torn up.

Greg Mack said that when the funds were first sought, there was a projection of 15 to 20 years before rail would ever be built. Now, with the commuter rail study, the timeline projections are much sooner.

The arrangement was to coexist. Greg added that it is possible for a trail and commuter rail to coexist on this route, but the construction costs for a trail under these conditions would be very high.

Kathy DeSpiegelaere commented that if it is determined that the trail is the most suitable use for that right of way, than the RCRRA shouldn't be purchasing the right of way.

Commissioner Reinhardt stated that the RCRRA had already decided to try and purchase this right of way and the municipalities were under the assumption that this was going to happen and that is why the City of WBL initiated the project. She suggested that the RCRRA help with the extension so the City of WBL can move forward and the details would be worked out later. She also suggested that if an extension is not possible, the RCRRA enter into a lease agreement.

Commissioner Rettman pointed out that this railroad track is still owned and run by the railroad company and anything done with it needs to be approved by the railroad company. The timeline is dependant on the railroad.

Commissioner Guerin stated his support for the extension if the trail is built adjacent to the tracks so when rail comes, the tracks are in place, so there is compatibility.

Commissioner Haigh also stated her support for the extension but wanted more information about leasing and acquisition before supporting that.

Mark Sather, City Manager for the City of WBL, provided history on the relationship between the City and the RCRRA. When the RCRRA first began its study on the Northeast Corridor plan, the City embraced it and had many citizens and representatives involved on committees for it. The City is also strongly in favor of light rail but has many questions on commuter rail. Mark stated that the primary purpose for any public acquisition of the right of way would be for rapid transit. It was also recognized that if the corridor could be used for other uses such as trails along the right of way, then there would also be a dual use of the right of way. The County in 1998 adopted a resolution for co-use of the corridor with the trail being subordinate to rail. The City is not trying to change that view.

Mark Sather also stated that another understanding that the City had with the County was that the track along the right of way was not suitable for light rail. So, when portions of the right of way were to be abandoned, the County was going to purchase the right of way and take out the tracks. It was also noted that the City of WBL had not been included in the LRT plan which was modified at the City's request to include it, and it was mentioned that if LRT was built, it would take about 10 years to build north. He stated that funding agencies gave life expectancy estimates of trails 10-20 years. The bridges aren't compatible with both a trail and rail, but there were many obstacles known that would be worked through when the time came. The commuter rail study, however, complicated the design.

Mark Sather asked for consensus in supporting the extension. He stated that the Metropolitan Council didn't close the door on allowing extensions. He also requested support in notifying the Phase II Commuter Rail Study participants to make a quick decision on which corridor (Phalen or M and D Junction) would be the best option.

Al Vogel stated that the reason that the abandoned alignment is being considered was at the direction of the RCRRRA staff. There is no preferred alignment and it would be very difficult to rush an opinion on that. There is a lot of work left to do and so far, there have just been four or five routes identified for further study. He commented that negotiating with the railroad companies is a very difficult and long process.

Commissioner Reinhardt motioned for support of the extension and continuation of negotiations for acquisition. She also suggested asking for an answer on alignments from the Study participants as soon as feasible. Commissioner Wiessner seconded the motion.

Commissioner Haigh noted that the corridor was originally looked at as a light rail corridor and just because the commuter rail study came out, we shouldn't give up on LRT.

Ayes - 6, Nays - 0
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority has been working since 1995 on purchase of the Burlington Northern/Santa Fe right of way from Beam Avenue to the North Ramsey County Line as a potential route for light rail transit; and

WHEREAS, Negotiations for the purchase of the rail line are continuing and have not concluded; and

WHEREAS, White Bear Lake has a federal grant for construction of a trail in the vicinity of the rail line; and

WHEREAS, The Minnesota Department of Transportation is completing a feasibility study of commuter rail lines in the Twin Cities metropolitan area. The line through White Bear Lake is a high priority corridor for commuter rail and is likely to receive additional study in subsequent phases of work; and

WHEREAS, It would therefore be premature to remove tracks along this line given the current status of commuter rail studies and the previous assessment of the track condition on this line completed by Ramsey County Regional Railroad Authority; and

WHEREAS, White Bear Lake's application for funds for trail construction assumed that the trail would be constructed in the location where the tracks are currently located; and

WHEREAS, The lengthy negotiations with the railroad and the recently initiated metrowide commuter rail study have complicated the resolution of issues in this corridor; Now Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority supports a request from the City of White Bear Lake to seek an extension of the grant for federal funds for potential trail construction in this corridor; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority will continue negotiations with Burlington Northern Santa Fe for purchase of the line from Beam Avenue to Bald Eagle Junction; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority requests that the Minnesota Department of Transportation evaluate as soon as possible the feasibility of two potential commuter rail alignments within the Northeast Corridor so that a determination can be made if the BN/SF line south of M and D junction is the preferred alignment for commuter rail in this corridor; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its staff to pursue an option of leasing the right of way from Burlington Northern Santa Fe if the purchase option is unable to move forward in a timely manner; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority reserves the right to examine lease and purchase option specifics before finalization of negotiations; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority affirms its support for light rail transit as an option for transit service this corridor.

6. Approve the Easement to Rod and Carol Klindworth for the Continued Location of a Portion of a Building on the RCRRA Northeast Corridor Right of Way Adjacent to the Property of 658 Bush Avenue, St. Paul and Authorize the Chairman of the RCRRA to Sign the Easements on Behalf of RCRRA.

Commissioner Guerin had questions on the type of property this was and motioned for this item to be tabled until the next RCRRA meeting so he can get additional information on it. Commissioner Haigh seconded this motion.

The meeting was adjourned at 3:25 p.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. H. Spiegelauer
Authorized Signature

1/29/98
Date

Board Action Requested

Comprehensive Transportation Plan

DISCUSSION ONLY

Request Justification

See attached memorandum from Paul Kirkwold.

Budgeting and Accounting

Van Wallage 2/3/98

County Attorney

Dail Mae Miller 2/3/98

Risk Management

Documentation certified complete for:

March 17, 1998

Board Date

Kristine A. Longhenry
Signature

January 29, 1998
Date



Department of Public Works

Paul L. Kirkwold, P.E., Director and County Engineer

ADMINISTRATION/LAND SURVEY

50 West Kellogg Blvd., Suite 910

St. Paul, MN 55102 • (612) 266-2600 • Fax 266-2615

ENGINEERING/OPERATIONS

3377 N. Rice Street

Shoreview, MN 55126

(612) 484-9104 • Fax 482-5232

MEMORANDUM

To: Regional Rail Authority
From: Paul Kirkwold *[Signature]*
Date: January 2, 1998
Subject: Ramsey County Comprehensive Plan

At the December 16, 1997 Regional Rail Authority meeting we discussed the history of the current Ramsey County Comprehensive Plan; how it was developed and the public process used prior to approval by the County Board on December 8, 1980. The discussion included the State Legislative requirement for metropolitan counties to review and, if necessary, update their comprehensive plans by December 31, 1998 and that the County Board allocated \$100,000 to update the comprehensive plan.

At this meeting, the Department of Public Works will present the five elements of the comprehensive planning process and how they relate to detail, cost and public involvement. The five planning elements are:

- o vision - a description of the future which a plan is designed to create.

- o policy - a prescribed course of action in response to certain future conditions.

- o program - a broad plan to be followed to address future needs guided by established policies.

- o project - a series of decisions and actions to accomplish a specific portion of a program.

- o outcome - a performance based measure for determining how well a project is being performed and its impact.

Discussion at future meetings of the Regional Rail Authority will address the questions:

- o What should be contained in the updated plan?
- o How do we ensure coordination with other agencies?
- o How do we ensure the plan addresses the needs of the public?

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

3/2/98
Date

Board Action Requested

Authorize staff to issue a request for proposal for consultant services to prepare a Major Investment Study for the Riverview Transit Corridor.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed resolution
 2. Memo from K. DeSpiegelaere
 3. Request for proposals

Budgeting and Accounting

John Wallap 3/3/98

County Attorney

Don McMill

Risk Management

Kevin G. Kasper 3-6-98

Documentation certified complete for:

March 17, 1998

Board Date

Kristine A. Longhenry
Signature

March 2, 1998

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, Ramsey County Regional Railroad Authority is completing a feasibility report of the Riverview Transit Corridor; and

WHEREAS, Federal funding in the amount of \$1,150,000 has been appropriated to Ramsey County Regional Railroad Authority for preparation of a Major Investment Study for the Riverview Corridor; and

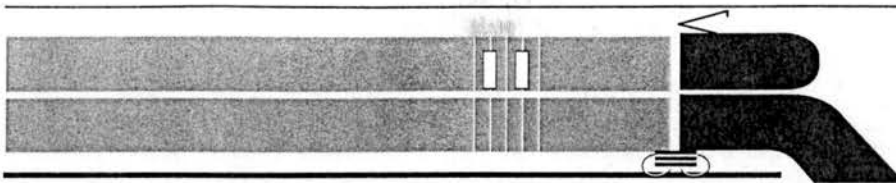
WHEREAS, The Major Investment Study examines alternative transportation options for the corridor and will be focused on public education, public involvement, land use/transportation relationships, economic development and transit service planning; Now Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes it staff to issue a request for proposals for consultant services for the Riverview Corridor Major Investment Study.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Dino Guerin	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chairman

By: _____
Jan Wiessner, Secretary



Ramsey County Regional Railroad Authority

665 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 *KD*

Subject: Request for proposals for Major Investment Study
for Riverview Corridor

Date: March 2, 1998

A request for proposals for a Major Investment Study for the Riverview Transit Corridor is attached.

The Major Investment Study is a federal transportation process to examine alternatives for investing in major transportation projects. It is one of the preliminary steps necessary for federal funding for implementation of major transportation projects. It preceeds preliminary engineering, Environmental Impact Statement, final design and construction phases.

The focus of the work for this Major Investment Study will be on:

- o Public education
- o Public involvement
- o Land use/transportation relationships
- o Economic development
- o Transit service planning
- o Developing information about and consensus for implementing transit improvements both short term and long term in the Riverview Corridor.
- o Using engineering and environmental information obtained in the locally funded feasibility study for the Riverview Corridor being completed by the Regional Railroad Authority.

Ramsey County Regional Railroad Authority was allocated \$1.15 million from Congress in 1997 for this study. A 20% match is required. The grant application is being processed through the Federal Transit Administration and the Minnesota



Department of Transportation. The match was authorized by Ramsey County Regional Railroad Authority by resolution in 1997. It is also possible that state funds in the bonding bill currently under consideration in the Legislature could be used for the match for federal funds. The match will provide for compensation of staffing costs, including salaries, fringe benefits and overhead, of those who manage the project for the Regional Railroad Authority. When the grant is approved by the Federal Transit Administration, it will be brought to the Regional Railroad Authority for acceptance and for a budget adjustment for the local match for the federal funds. Although no complications with receipt of the grant are anticipated, the RFP indicates that there is no obligation of the RCRRA to proceed with the work.

A list of firms that will receive the RFP is Attachment 1. Attachment 2 is the RFP.

Recommendation:

Consider the resolution authorizing issuing the RFP for the Riverview Transit Corridor Major Investment Study.

Riverview Corridor MIS RFP Mailing List

Att. 1

BRW
Attn: Dick Wolsfeld
700 South 3rd Street
Minneapolis, MN 55415

SRF Consulting Group, Inc.
Attn: Peter Fausch
One Carlson Parkway North
Suite 150
Plymouth, MN 55447

Parson, Brinderhoff,
Quade and Douglas, Inc.
2825 Lone Oak Parkway
Eagan, MN 55121

Vierbicher Associates
Attn: Marketing Director
400 Viking Drive
P.O. Box 379
Reedsburg, WI 53959

Vollmr Associates
Attn: Marketing Director
50 West 23rd Street
New York, NY 10010

J.D. Wilson & Associates
Attn: Marketing Director
9410 Hermosa Drive
Dallas, TX 75218-3549

Wilbur Smith Associates
Attn: Richard Tower
221 Main Street
Suite 1200
San Francisco, CA 94105

Prosser, Hallock
& Kristoff, Inc.
Attn: Marketing Director
8101 Philips Highway, #1
Jacksonville, FL 32256

Thomas Cooke Associates
Attn: Marketing Director
1944 Embarcadero
Oakland, CA 94606

Bucher, Willis
& Ratliff Corp.
Attn: Marketing Director
7920 Ward Parkway, #100
Kansas City, MO 64141

Buckhurst Fish
& Jacquemart, Inc.
Attn: Marketing Director
72 Fifth Avenue
New York, NY 10011

Post, Buckley, Schuh
& Jernigan, Inc.
Attn: Marketing Director
2001 NW 107th Avenue
Miami, FL 33172

Richards Consulting, Ltd.
Bruce J. Richards
312 Millaudon Street
New Orleans, LA 70118

Doherty, Rumble & Butler
Attn: Dick Nowlin
2800 World Trade Center
St. Paul, MN 55101

TransCare
Attn: Vince Jackson
1900 N Beauregard Street
Alexandria, VA 22311

Edgar & Kelsey, Inc.
Attn: Ribert Sands, P.E.
7401 Metro Boulevard
Suite 430
Mpls, MN 55439-3032

Raymond Kaiser Engineers
Attn: Marketing Director
1800 Harrison Street
P.O. Box 23210
Oakland, CA 94623

Darrel Berkowitz
TKDA
1500 Piper Jaffrey Plaza
444 Cedar Street
St. Paul, MN 55101

Wilbur Smith Associates
400 West Lake Street
Suite 204
Roselle, IL 60172

Maxim Technologies, Inc.
Attn: Scott Wallington
8235 Douglas Avenue
Suite 700
Dallas, TX 75225

Tom Matoff
LTK Engineering
27717 Road 92F
Winter, CA 95694

Burgess & Niple
Attn: Doug Moore
5085 Reed Road
Columbus, Ohio 43220

Parsons Trans Group
Barton Aschman Assoc, Inc.
Attn: David B. Warzala
111 Third Ave S, #350
Minneapolis, MN 55401

Douglas R. Campion
Dir of Major Products
Sverdrup Corporation
801 North Eleventh
St. Louis, MO 63101

Howard, Needles, Tammen
& Bergendorf
Attn: Richard Beckman
6700 France Avenue South
Minneapolis, MN 55435

LS Transit Systems, Inc.
Attn: Stanley G. Feinsod
One Ecker St, Suite 350
San Francisco, CA 94105

Padilla Speer Beardsley
224 Franklin Avenue W.
Minneapolis, MN 55404

Bill Beyer
Stageberg, Beyer, Sachs
115 North 4th Street
Minneapolis, MN 55401

Goff & Howard
Attn: Elwin Tinklenberg
255 E Kellogg Boulevard
Suite 102
St. Paul, MN 55101

Dennis Leach
Trans Management
505 Capitol Court NE
Suite 300
Washington, D.C. 20002

Thomas Learning Consult
1319 Goodrich Avenue
St. Paul, MN 55105

Mona Meyer McGrath
& Gavin
8400 Normandale Lk Blvd
Suite 500
Bloomington, MN 55437

Himle Horner
Attn: Tom Horner
8500 Normandale Lk Blvd
Suite 720
Bloomington, MN 55437

Ken Stevens
HCRRA
417 North 5th Street
Minneapolis, MN 55401

Hay Dobbs P.A.
210 Foshay Tower
821 Marquette Ave S
Minneapolis, MN 55402

Bill Morrish, Director
Design Center for the
American Urban Landscape
1313 Fifth St S.E., #222
Mpls, MN 55414-1546

Hall Kelly
661 Nason Hill Road
Marine St. Crx, MN 55047

Decision Resources
3128 Dean Court
Minneapolis, MN 55416

HDR Engineering, Inc.
5401 Gamble Drive
300 Parkdale 1 Building
Mpls, MN 55416-1581

Maxfield Research Group
620 Kickernick Building
430 First Avenue North
Minneapolis, MN 55401

Susan Maxman Architects
123 South 22nd Street
Philadelphia, PA 19103

ZGF
Attn: Greg Baldwin
320 SW Oak Street, #500
Portland, OR 97204

Paul F. Fish
FTA
200 West Adams
Suite 410
Chicago, IL 60606

Carl Ohrn
Metropolitan Council
Mears Park Centre
230 East 5th Street
St. Paul, MN 55101

Winsor Faricy Architects
421 North Wabasha
St. Paul, MN 55102

Ken Greenberg
Berridge Lewinberg
Greenberg Dark Gabor Ltd
257 Adelaide Street West
Suite 500, Toronto
Canada M5H 1X9

Hoisington Koegler Group
123 North 3rd Street
Minneapolis, MN 55401

CJ Olsen Market Research
2125 East Hennepin Avenue
Minneapolis, MN 55413

Korsunsky Krank Erickson
Architects, Inc.
300 - 1st Avenue North
Minneapolis, MN 55401

McComb Frank Roos Assoc.
15050 - 23rd Avenue North
Plymouth, MN 55447-4739

Public Strategies Group
Rick Heydinger
275 East 4th Street
Suite 710
St. Paul, MN 55101

Richardson Richter Assoc
Attn: Mary Richardson
413 Wacouta Street, #200
St. Paul, MN 55101

Dave Warner
SEH
3535 Vadnais Center Dr
Vadnais Hgts, MN 55127

Town Planning Collab
3346 Hennepin Ave South
Room 200
Minneapolis, MN 55408

Dan Cornejo
1657 Saunders Avenue
St. Paul, MN 55116

Gelbach Plus Gelbach
1600 University Ave W
Suite 406
St. Paul, MN 55104

Dahlgren Shardlow & Uban
300 - 1st Avenue North
Suite 210
Minneapolis, MN 55401

BIKO Associates, Inc.
2501 Dupont Avenue North
Minneapolis, MN 55411

Martinez Corportation
240 East Filmore Avenue
St. Paul, MN 55107

Northwest Assoc. Consu
5775 Wayzata Boulevard
#555
SLP, MN 55416-1231

Resource Strategies
6600 City West Parkway
Suite 340
Eden Prairie, MN 55344

Westwood Professional Serv
14180 West Truck Highway 5
Eden Prairie, MN 55344

The Al Chalabi Group
330 W. Dluersey Pkwy
Suite 1403
Chicago, IL 60657

Arlig Environmental, Inc.
3033 Excelsior Blvd.
Suite 300
Minneapolis, MN 55416

Bell Associates, Inc.
Attn: David Larcombe
18 Hurley Street
Cambridge, MA 02141

Biko Associates, Inc.
Attn: William Smith
2501 Dupont Avenue N.
Minneapolis, MN 55411

Beata E. Welsh
1509 W. Juneway
Chicago, IL 60626

Eco Source, Inc.
Attn: Bonnie Rubinstein
3033 Zarthan Avenue
Minneapolis, MN 55416

Elf Incorporated
Attn: Amy Flom
11540 W Theo Trecher Way
West Allis, WI 53214

JMS Communications
305 Kent Street
P.O. Box 26
Osceola, WI 54020

KFH Group, Inc.
4630 Montgomery Avenue
Suite 520
Bethesda, MD 20817

LJR, Inc.
Attn: Lisa Raduenz
1425 Sargent Avenue
St. Paul, MN 55105

K.T. Analytics, Inc.
103 Boughman's Lane
Suite 176
Frederick, MD 21701

LKC Consulting Services
4617 Montrose Blvd.
Suite C230
Houston, TX 77006

L.S. Gallegos & Assoc.
9137 E. Mineral Circle
Suite 220
Englewood, CO 80112

Lynne Bly & Associates
P.O. Box 464
30710 Ivywood Trail
Chisago City, MN 55013

Manuel Padron and Assoc.
1175 Peachtree Street
Suite 414
Atlanta, GA 30361

Mary Louise Poquette
2021 Humboldt Ave. S.
Minneapolis, MN 55405

Nakawatase, Wyns &
Assoc. Inc.
205 W. Wacker Dr., #1200
Chicago, IL 60606

Nelson/Nygaard Associates
Attn: Diane Nygaard
833 Market Street, #900
San Francisco, CA 94103

Popovich Lynch Assoc.
Attn: Diane P. Lynch
9064 Preserve Boulevard
Eden Prairie, MN 55347

Radde Botzek and Assoc.
Lucinda Radde Botzek
4724 North Victoria St.
Shoreview, MN 55126

Peggy A. Reichert & Assoc
617 Goodrich Avenue
St. Paul, MN 55102

Robin Kipke
2133 Kings Terrace
Woodbury, MN 55125

Sharon Decker Planning &
Research
4330 Wooddale Avenue
St. Louis Park, MN 55424

Thomas Research
Attn: Cynthia Thomas
1127 Oakcrest Avenue
Roseville, MN 55113

Transmart Tech, Inc.
6225 University Ave.
Suite 204
Madison, WI 53705

West Central Environmental
Consultant, Inc.
14 Green River Rd.
P.O. Box 594
Morris, MN 56267-0594

Dick Pratt
11112 Rokeby Avenue
P.O. Box 158
Garrett Park, MD 20896

Att. 2.

March 7, 1998

REQUEST FOR PROPOSALS
MAJOR INVESTMENT STUDY

RIVERVIEW CORRIDOR
RAMSEY AND HENNEPIN COUNTIES, MINNESOTA

INTRODUCTION

Ramsey County Regional Railroad Authority (RCRRA) is issuing a request for proposals (RFP) for consultant services to conduct a federal process, Major Investment Study (MIS), for transportation improvements in the Riverview Corridor.

The MIS is a process for making decisions on major investments for a metropolitan area. It requires a focused examination at the corridor level. The purpose of this study is to identify with the community transit alternatives that will address problems, needs and opportunities in the Riverview Corridor in St. Paul and Minneapolis, Minnesota and develop recommended alternatives.

The contents of this RFP are:

1. Instructions to proposers
2. Background on the Riverview Corridor
3. Consultant's proposal
4. Draft contract

1. INSTRUCTIONS TO PROPOSERS

1.1. SUBMISSION OF PROPOSALS

Submit all proposals to Ramsey County Regional Railroad Authority addressed to:

Kathryn DeSpiegelaere
Ramsey County Regional Railroad Authority
665 Ramsey County Government Center West
Saint Paul, Minnesota 55102

Proposals must be received no later than 2:00 PM on Monday, April 27, 1998. Proposals received after this time and date will not be eligible for consideration.

The proposer shall submit one unbound reproducible original and 20 bound copies of its proposal in a sealed package addressed as noted above and marked, "Riverview Corridor Major Investment Study."

1.2 CLARIFICATIONS AND ADDITIONS

Any changes to the RFP will be made in writing and no verbal modifications will be binding.

1.3 CONTACT PERSON

The proposer's sole point of contact for this proposal is Kathryn DeSpiegelaere, 612-266-2762. No contact regarding this RFP is to be made with Board members of RCRRA or the staff team for this study.

Materials are available for review in the staff offices of Ramsey County Regional Railroad Authority during regular business hours. Please call for an appointment at 612-266-2760.

1.4 PROPOSAL FORMAT

Proposals shall be prepared two sided on 8 1/2 by 11 paper. The proposal should be indexed. The proposal should be clear when reproduced in black and white.

1.5 EXCEPTIONS/DEVIATIONS

Any exceptions to the requirements of this RFP, including the language in the sample contract, must be included in the proposal submitted by the proposer. Identify the exceptions as a separate element of the proposal under the heading, "Exceptions/Deviations."

1.6 CONTRACT AWARD

Issuance of this RFP and receipt of proposals does not commit RCRRA to award a contract for the proposed work. RCRRA reserves the right to:

- Reject any or all proposals received
- Cancel the entire request for proposals
- Issue a subsequent request for proposals
- Remedy technical errors in the request for proposal process
- Negotiate with any, all, or none of the proposers
- Reject and replace one or more subcontractors
- Contract for part but not all of the allotted budget with a team or individual contractor
- Withhold part of the budget and contract separately for individual work elements.

The issuance of this RFP does not commit RCRRA to enter into a contract or to pay for any costs incurred in preparing a response to the RFP. RCRRA reserves the right to have a consultant carry out a subtask independently of the team selected and within the overall project budget stated in this proposal and to have this work coordinated with that of the other consultants by the primary contractor.

1.7 CONTRACT TYPE

The contract resulting from this solicitation will be a cost plus fixed fee with a not to exceed limit.

1.8 SCHEDULE AND BUDGET

The project will build upon work already completed for the Twin Cities Metropolitan region and for this particular corridor.

The study is to be completed within 18 months following the authorization to proceed. The project will be funded by a federal grant. The consultant budget is \$1.15 million for both professional fees and expenses. A retainage will be required to assure acceptable results and timely completion of all project task.

Of the \$1.15 million total contract amount, the budget should reflect a 20% contingency fee set aside for issues that may arise during the course of the project that are at this time undefined.

1.9 SCHEDULE

Consultants will be selected in accordance with the following approximate schedule:

Issue request for proposal	March 18, 1998
Proposals due	April 27
Determine short list of consultants to be interviewed	May 7
Interviews	May 11
Selection of responders to proposal by RCRRA	May 19
Prepare work plan and sign contract	June
Notice to proceed	June
Completion date of work	December, 1999

1.10 PRECONTRACTUAL EXPENSES

RCRRA shall not be liable for any precontractual expenses incurred by proposers in the preparation of their proposals.

Precontractual expenses are defined as expenses incurred by the proposer in preparing its proposal response, submitting its proposal, negotiating with RCRRA on the proposals, and any other expenses incurred by the proposer prior to the date of execution of the contract.

1.11 PROPOSAL EVALUATION

Each proposal will be assessed on the basis of the following criteria:

Experience of the firm

The comprehensiveness, creativity, appropriateness and quality of experience of members of the firm

Responses of the references

Presence of the required disciplines

Demonstrated experience with performing comparable work

Experience of personnel

Experience, reputation and interpersonal skills of the project manager, including demonstrated ability to successfully lead projects

Creativity and interpersonal skills of key project staff

Level of effort and participation of key personnel

Experience, education and qualification of key personnel with similar roles and projects

Work plan

Creativity, quality and response on the public involvement process

Understanding of the nonengineering approach of this MIS and the value placed on public education and involvement, land use and economic development in this project.

Responsiveness to the RFP.

Understanding of the project objectives and work tasks.

The ability to translate the project objectives into actions as demonstrated in past experiences

Completeness and clarity of the proposal

Scope of work approach, creativity, timing and substance

Ability to complete the project in a timely manner

Cost Allocation

Allocation of resources among work tasks (including person hours)

Cost relative to proposed level of effort and products

Ability to perform project within budget, including demonstrated work efforts of a similar nature that came in at or under budget. Provide specific studies and names and phone numbers of contact persons.

Disadvantaged Business Enterprises

Level of participation of DBE's and WBE's

Scope of services to be provided by DBE's and WBE's

Other factors

Any other factors determined to be relevant by review team

2. BACKGROUND ON THE RIVERVIEW CORRIDOR

2.1 LOCATION

The Riverview Corridor is located between the Lower East Side of St. Paul (approximately the area of Seventh and Arcade Streets) through downtown St. Paul and into Hennepin County to the Minneapolis St. Paul International Airport. It extends, with the Hiawatha Corridor, to the Mall of America. A map illustrating the corridor location is attached.

2.2 PROBLEMS/NEEDS/OPPORTUNITIES

The Riverview Corridor offers opportunities for redevelopment. Areas in downtown St. Paul, the East Side of St. Paul and along the Mississippi River are being redeveloped. Examples are Crosby Lake Business Park and the Koch Mobil site. The Metropolitan Council has placed a high priority on redevelopment in the urban core area and in the Riverview Corridor.

There is congestion on roadways in the Riverview Corridor. Interstate 35E has limited expansion potential and is congested, with 60 - 86,000 vehicles per day. Shepard Road, a facility that parallels the Riverview Corridor, will be congested by the year 2020. Its proximity to the Mississippi River severely constrains ability to expand the roadway. West Seventh Street/Fort Road is a four lane arterial which carries 30-40,000 vehicles per day west of Lexington Avenue. Access to downtown St. Paul and the Minneapolis/St. Paul International Airport and points between them will be compromised at peak hours. The ability to add highway capacity is constrained.

There will be an increase of 20 percent in households from 15,000 to 19,000 in the corridor between now and the year 2020. There will be an increase in the corridor in jobs of 13.2 percent in the next 20 years, from 61,000 to 70,000. Special event traffic is a regular occurrence in this corridor, with major attractors that include downtown St. Paul, Science Museum, Ordway Theater, Children's Museum, RiverCentre, Fort Snelling, State Capitol and the Landmark Center, some of which are being expanded. The Mall of America, at the terminus of the Riverview Corridor, attracts 40 million visitors per year and plans to expand.

There are low and moderate income residents in the Riverview Corridor. Poverty rates in census tracts in 1989 varied from 8 to 14% and were as high in some census tracts as 28 to 76%.

Welfare to work legislation has resulted in a need for many low-income residents to find work. In Ramsey County, about 10,000 families are impacted by federal and state welfare reform legislation. Approximately 600 families live in the Riverview Corridor area, and of those less than 25% own cars. Transit improvements in service and availability improve their access to jobs and child care.

Transit use in the Twin Cities region is decreasing. Auto use is increasing at a rate that exceeds population and employment growth. These trends, along with constraints on financing of transit improvements, have resulted in increased impacts in neighborhoods of auto traffic and decreased access to services.

The Riverview Corridor provides connections to the Phalen Corridor, downtown St. Paul and to the Hiawatha transitway corridor in Minneapolis, where light rail transit and a dedicated busway are being considered from downtown to the airport and the Mall of America. It also connects to potential commuter routes being studied by the Minnesota Department of Transportation. A station at Union Depot in St. Paul is part of three routes being studied.

3. CONSULTANTS PROPOSAL

3.1 LETTER OF TRANSMITTAL

Address the letter of transmittal to:

Kathryn DeSpiegelaere, Director
Ramsey County Regional Railroad Authority
665 Ramsey County Government Center West
50 West Kellogg Boulevard
Saint Paul, Minnesota 55102

The letter of transmittal must include the following:

Identify the name, address and telephone number of each firm that makes up the team if more than one firm is involved.

Indicate the ability to complete the project within the timeframe.

Indicate that the costs proposed are valid for six months after the date of the proposal.

Acknowledge receipt of additions to the RFP, if any.

Name, title, address, telephone and fax number of contact person during the evaluation period for the proposal.

Signature of a person authorized to bind the offering to the terms of the proposal.

3.2 CONSULTANT TEAM ORGANIZATION

In this section provide an organization chart showing the interrelationship of the consultant's team members and key personnel. Identify the team members' areas of responsibility. Provide subconsultants' company name, address, contact person, and telephone number. Describe your previous experience working with each subconsultant.

3.3. QUALIFICATIONS AND EXPERIENCE

Identify similar projects (MIS and other experience with transit, economic development, land use, public education, visual representation of transit projects, public involvement, community organizing) undertaken by the consultant team within the last five years. Document the team members' actual responsibility on the project. For each project, provide the client's name, address and telephone number for the person who is currently available to discuss the firm's performance and that of key personnel on the project listed.

Identify the Disadvantaged Business Enterprise and Women Business Enterprise firms participating in the project. Provide certified documentation of their DBE status. Note that in accordance with FTA regulations, the RCRRA's policy is that DBE's and WBE's shall have the maximum opportunity to participate in the performance of the work.

3.4 KEY PERSONNEL

For each of the key personnel shown in the organizational chart, provide a resume. Provide a matrix showing the key personnel's experience on the project identified in section 3.2 above. Describe the role the key personnel had on the project.

3.5. WORK PLAN

The MIS is to conform with the principles, guidelines and regulations of the Federal Transit Administration

and Federal Highway Administration. The work plan shall contain a description of each task to be performed, identify the relationships among the tasks, clearly identify major review and decision points, and specify the deliverables and work products for each task. All proposals shall demonstrate a thorough understanding of the transportation MIS process and be responsive to new start criteria for major transit projects. The work plan should demonstrate in a tangible way that the public, not engineering principles, will lead on this project.

A. Project understanding

Provide a brief, concise, section that demonstrates consultant's understanding of each element of the project and why the consultant or team should be selected for this element of the project. Details on cost per subarea, divided by the following major task areas should be provided:

Public education and involvement
Land use and economic development
Station area design
Transit service planning
Engineering
Environmental
Financial
Overall project management and report preparation
Other -- define it

B. Project methodology

Indicate the specifics of how each task will be undertaken.

C. Statement of products

Indicate the products that will be produced for each task, such as reports, surveys, files, visuals, etc. The consultant team will be required to document each major work task. Methodology reports must cover technical aspects of the analysis -- see section M.

D. Review of existing and ongoing studies, future plans and projects

Before proceeding with the MIS, a compilation, summarization and analysis of previous work in this corridor and on other relevant projects is required. This will include Riverview Transit Corridor Study technical memorandums, Hiawatha Corridor Studies, Riverfront Development Plans, St.

Paul Comprehensive Transportation Policy Plan, Metropolitan Council Blueprint, and other studies.

A review with public project staff of MIS requirements as they pertain to this study will also be undertaken.

E. Public Education and Involvement

Public education and involvement will be the leading elements of this study.

The goals of the public education and involvement process should be proposed by the consultant. They will be revised with input from the community. Examples may include:

Increasing the knowledge of the public about transit options and the role of transit in the region and community, now and in the future.

Involving the community in transit decisions for this corridor, including land use and economic development decisions related to transit.

Learning opinions about transit issues of community residents who aren't traditional neighborhood activists.

Communicating with the residents and businesses in the corridor and the public at large.

Gaining participation of agencies required to be part of the MIS process.

Facilitating decisions that are made about transit in this corridor.

Improving transit ridership in the Riverview Corridor.

Developing plans and programs to implement short term (six months to two years), intermediate term (two years to seven years) and longer term transit improvements in this corridor.

Methods to achieve these goals and ways to measure the outcomes should be proposed by the consultant. Innovation and creativity are encouraged. A protocol for public involvement will be developed as part of this work. Emphasis on proposing methods to engage those not likely to be involved in traditional ways is sought.

There will be a Riverview Corridor Task Force meeting during the course of the MIS. Membership includes neighborhood representatives, business representatives, elected officials and citizens at large.

The role of the Task Force will be determined by the Task Force and may include:

To guide the community education and involvement process;

To provide overall comments and recommendations throughout the course of the study;

To be the umbrella for subgroups working on specific issues relating to land use/transit, transit service plans, access to transit, public education;

To speak to other groups about transit plans and programs being undertaken in the Riverview Corridor.

There will be a Technical Staff Group comprised of representatives of the following organizations:

Metropolitan Council, City of St. Paul, Hennepin County Regional Railroad Authority, Metro Transit, Minnesota Department of Transportation, St. Paul Port Authority, Riverfront Development Corporation, Metropolitan Airports Commission, City of Minneapolis, Ramsey County Regional Railroad Authority.

The role of the Technical Staff Group will be to assist RCRRA staff in guiding the consultant work during the course of the study and to provide guidance to the consultants on data sources, agency policies, etc.

Specific methods to achieve the public education and involvement goals should be identified by the consultant. Examples are:

Information that is presented in an understandable manner.

Meetings will be staffed by RCRRA and consultant staff. The consultant team will be responsible for finding meeting locations, notifications about the meeting, preparing agendas and supporting materials, preparing summaries of the meetings.

One on one and small group meetings will also occur during the study.

Preparation of a freestanding display that can be updated throughout the course of the study.

Child care reimbursement may be provided from the consultant project budget for certain public meetings to encourage attendance.

Workshops and fairs facilitated by the consultant team in the corridor.

Comprehensive media strategies led by RCRRA with assistance from the consultant.

Information and programs about transit targeted to elementary age children.

Cable or other TV presentations about transit and this corridor.

Internet information.

Public hearings.

Videos that illustrate alternative transit technologies including buses, busways and rail and videos that compare the alternatives.

Surveys.

Methods to convey information and obtain information from groups and individuals who may use a language other than English should be proposed. Printing of materials in other languages may be part of this task but is not the only expectation.

- F. Develop with RCRRA and stakeholders problem statement, goals, evaluation criteria and outcomes for the proposed transit project.

The consultant shall prepare in consultation with RCRRA and the public a problem statement and an evaluation methodology that will be used to organize and present the planning, design, environmental and technical information developed during the course of the MIS. The process should clearly identify the benefits and positive attributes of each alternative. Likewise, the consequences, both negative and positive, should be presented. In addition to evaluation criteria, measurements for assessing the criteria should be proposed.

- G. Identify alternatives to address the goals, objectives and needs with RCRRA and stakeholders.
- H. Land use relationships/ economic development potential

Land use and economic development in relation to transportation are to be emphasized in this study. Initial station areas are to be developed with the community.

The consultant should propose ways to link transit and land use with economic development in this study and should identify how that will be accomplished and measured. Parking issues should also be addressed. Ways to strengthen long term sustainable transit ridership and the vision for this area should be addressed.

The consultant should consult St. Paul land use and transportation policies and completed and ongoing works relating to land use and studies in the corridor area.

- I. Proposal of policies and actions which would enhance the use and benefits of the alternatives.

The consultant should propose policies and actions to enhance transit use and benefits. Examples may include:

public policies and actions

user incentives

potential for growth redistribution

land use planning and zoning

forecast patronage -- identify policies and scenarios that would improve transit ridership in the corridor

development/joint development opportunities

right of way preservation

- J. Station area design

Station area plans are to be prepared in this study. Identify ways those plans will be prepared, what will be included and the level of detail to be expected from this task. Economic

development anticipated to occur at specific station areas should be identified.

K. Center city issues

The consultant should address issues of particular interest in downtown St. Paul relating to transit. Access, connection to current and proposed development and parking are examples of the issues that will need to be addressed.

Coordination will occur with City of St. Paul, Capital City Partnerships, Riverfront Development Corporation, Building Owners and Managers Association, St. Paul Area Chamber of Commerce and others.

L. Financial analysis

The consultant will analyze the financial implications of the alternatives, both operating and capital.

M. Engineering

Much of the engineering work sufficient for an MIS has been completed in a feasibility study. A detailed level of engineering is not desired at this phase of work. Additional engineering areas to be addressed in this study are:

Connection to Hiawatha Corridor

Eastern terminus of the Riverview Corridor

River crossing at TH 5 and at Ford Bridge

West Seventh LRT alignment

Right of way constraints

The TSM (transportation system management) alternative

The TSM alternative should include an optimum mix of components that could be done in the short term that would enhance more capital intensive transit options in the longer term and should include physical and operational efficiencies in the transit system including intersection improvements, minor widening, focused traffic engineering actions, expanded and modified bus service, transit stations and improved methods of access to transit services. Marketing should also be addressed.

Forecasts of patronage. The consultant will provide 2020 ridership forecasts for up to three alignments and will complete sensitivity analysis of the forecasts. Trip generation rates and trip distribution assumptions used in the modeling will be consistent with the regional travel demand model. The forecasts will assume a connection to the Hiawatha Corridor.

Capital and operating costs have been calculated for some of the alternatives. Ridership forecasts have been prepared for some of the alternatives. Additional forecasts will be needed on the West Seventh LRT alternative and sensitivity analyses should be performed to determine impacts of policies on forecasts.

Additional updating may be done on missing elements and any new alternatives that arise during the initiation of the MIS.

N. Social, economic, environmental, environmental justice

Many of the social and environmental issues in the corridor were assessed at a sufficient level of detail for an MIS in the feasibility study. The consultant should identify additional areas that may need to be addressed in this study. A detailed level of analysis is not desired at this phase of work.

Potential impacts during construction, as well as long term impacts, are to be assessed. The environmental impact statement is not part of this process.

Initiation of the Section 106 process of the National Historic Preservation Act will be made in a subsequent phase of work.

0. Transit service plan

1. Collect and analyze data concerning:

- * existing transit and paratransit services in the corridor
- * population and employment concentrations in the corridor
- * transit dependent market segments
- * travel desires

This data should be reviewed, displayed and

analyzed based on existing information as well as that projected for 2010 and 2020. Trends that may influence transit service changes or need for changes should be identified.

2. Identify any data deficiencies and determine the need for surveys, focus groups, etc. to supplement available and projected data on service or needs.

3. Based on this information, identify transit needs that are currently being met, those that are not, and any inefficiencies in existing service.

4. Identify a variety of transit options that may be applicable in the corridor, including service characteristics that may be appropriate for meeting the needs identified. The improvements should be categorized as short term (six to 24 months), mid term (2 to 7 years and long term (7 plus years). Provide relevant data to describe pros and cons of service options.

5. Develop detailed service, capital facilities and financial plans to implement the preferred short and mid term improvements. Recommend ways to develop and enhance long term vision for the corridor.

P. Next steps

The consultant should identify what needs to occur in order to implement the selected alternative.

Q. Products/deliverables.

The consultant's work is to be documented in a series of methodology reports as the study proceeds. The reports shall contain clear and understandable text and graphics. One unbound original and 30 copies of each milestone report and 50 copies of technical memorandums are to be submitted. Color graphics may be used if they reproduce clearly in black and white. All reports should be 8 1/2 by 11.

In order to minimize revisions and reprints, RCRRA staff will review drafts of all documents and minutes before the text is finalized.

A draft final report, executive summary of the final report and a final report and executive summary are to be produced. One unbound reproducible original and 200 copies of each of

the full reports is to be provided. Four hundred copies of the executive summary are desired, along with an unbound original.

The final report will document the MIS process, the evaluation and present a preferred alternative. A video presentation of the executive summary is to be provided.

R. Certification requirements

An official authorized to bind the consultant must certify as part of the proposal the following:

The consultant and all of its subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

That no federal appropriated funds have been or will be paid, by or on behalf of the consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement.

If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with any application to FTA for federal assistance, the consultant assures that it will complete and submit standard form LLL, "Disclosure form to report lobbying," including the information required by the form's instructions, which may be amended to omit such information as permitted by 31 U.S.C. 1352.

4. CONTRACT CONDITIONS

The following terms and conditions, together with any necessary federal or state requirements, shall be incorporated into the agreement with the successful proposer. The RCRRA will be entering into an agreement for the distribution of Federal Transit Administration funds with the Minnesota Department of Transportation. The terms and conditions set forth in said grant agreement will be incorporated into the

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:

\$2,000,000 each event limit
\$2,000,000 general aggregate
\$2,000,000 products/completed
operations total limit
\$2,000,000 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: \$750,000 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 (such coverage shall include contractual liability coverage over this agreement)

Minimum limits:

\$2,000,000 per claim

\$2,000,000 aggregate

5) Fidelity bond (covering Contractor's employees having access to money or any advances provided to contractor) in total amount of \$_____ (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 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 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 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 allow, 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 RCRRA 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.

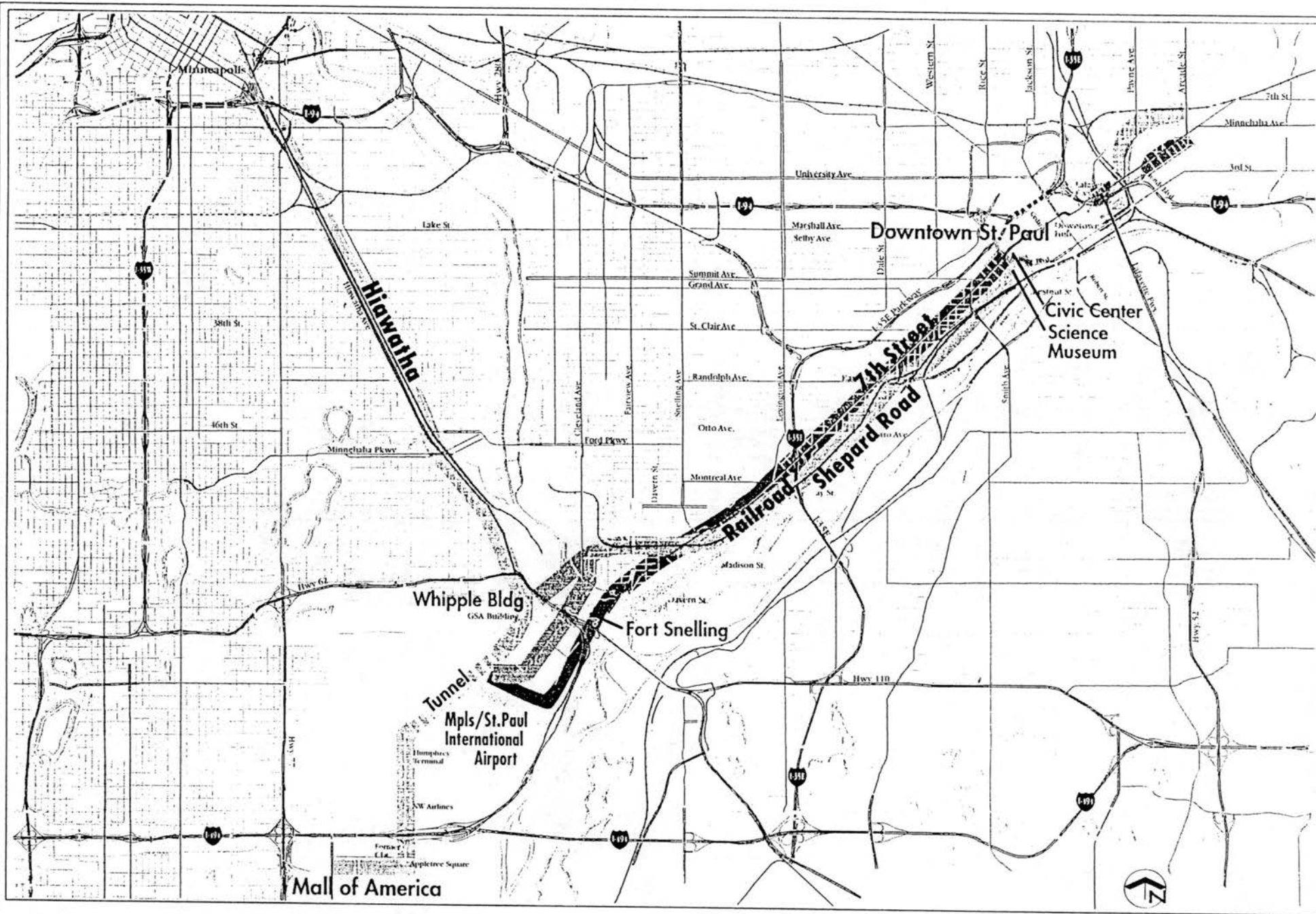
14. Conflict of Interest. The Contractor affirms that, to the best of Contractor's knowledge, Contractor's involvement in this contract does not result in a conflict of interest with any party or entity which may be affected by the terms of this contract. The Contractor agrees that, should any conflict or potential conflict of interest become known to Contractor, Contractor will immediately notify the RCRRA of the conflict or potential conflict, specifying the part of this contract giving rise to the conflict or potential conflict, and will advise the County 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 June, 1998 through December, 1999 or until earlier terminated by the parties hereto pursuant to this Agreement.

17. Ownership of Work Products. All work products, including but not limited to concepts, ideas, layouts, drawings, maps, models, computer program or simulations, photography, scripts, graphics, reports and recommendations prepared or furnished by the consultant pursuant to this agreement shall be the property of the RCRRA; provided however, that the consultant shall be entitled to retain copies of all such work products. No work products or other information generated under this agreement shall be released by the consultant, employees or agents without the express written approval of the RCRRA's authorized representative.

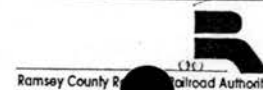
18. Entire Agreement. This agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.



Hiawatha/Riverview Transit Corridor Study



Transitway Alternatives for Riverview Corridor



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Halpigelare
Authorized Signature

3/2/98
Date

Board Action Requested

Legislative update.

DISCUSSION ONLY

Request Justification

Discussion will occur at the meeting.

Budgeting and Accounting

Vern Wohlgast 3/3/98

County Attorney

Dan Marshall

Risk Management

Documentation certified complete for:

March 17, 1998

Board Date

Kristine A. Longhenry
Signature

March 2, 1998

Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Authorized Signature

Date

K. DeSpiegelaere
3/2/98

Board Action Requested

- A) Approve the Construction Agreement between RCRRA and MCI Telecommunications Corporation to install fiber optic cable along RCRRA right of way from Bush Avenue to Earl Street in St. Paul.
- B) Authorize the Chairman of the Ramsey County Regional Railroad Authority to sign the Construction Agreement on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

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

Budgeting and Accounting

County Attorney

Risk Management

Lern Wohlgen *3/3/98*
Dan Macbeth
Kevin G. Kaplan *3-6-98*

Documentation certified complete for:

March 17, 1998

Board Date

Kristine A. Longhenry
Signature

March 2, 1998

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, MCI Telecommunications Corporation, has requested permission to use a portion of the right of way from Bush Avenue to Earl Street in St. Paul to install a fiber optic communications cable; and

WHEREAS, A construction agreement has been negotiated to provide for the installation of the fiber optic cable; and

WHEREAS, The granting of this construction agreement will not affect the future development potential of the corridor for light rail or trail use; Now Therefore Be It

RESOLVED, That the construction agreement is hereby approved; and Be It Further

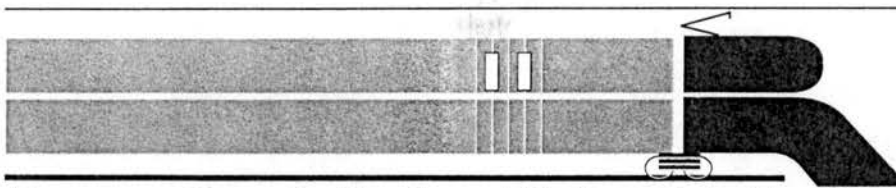
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the construction agreement on behalf of Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
---	-----	-----	-------

Tony Bennett	___	___	___
Dino Guerin	___	___	___
Susan M. Haigh	___	___	___
Rafael E. Ortega	___	___	___
Victoria Reinhardt	___	___	___
Janice Rettman	___	___	___
Jan Wiessner	___	___	___

Rafael E. Ortega, Chairman

By: _____
Jan Wiessner, Secretary



Ramsey County Regional Railroad Authority

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

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners

From: Kathryn DeSpiegelaere, Director of LRT Planning

Subj: Construction Agreement, between Bush Ave. and Earl St., St. Paul
MCI Telecommunications Corporation

Date: February 20, 1998

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRA from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line. RCRRA has entered into a Joint Powers Agreement and separate easement agreements with the City of St. Paul and Ramsey County to provide for the planning and development of the Northeast Corridor for joint light rail transit and recreational trail use.

RCRRA has also developed a Northeast Corridor Management Plan, which provides management guidelines for the property. The policy provides for legitimate use of the property with several requirements.

In June of 1997, RCRRA received a request from MCI Telecommunications Corporation, to install a fiber optic communications cable along its right of way from Bush Avenue Earl Street in St. Paul.

The fiber optic cable will be installed by boring with due care to avoid the recreational trail and planted trees.

The construction agreement was reviewed by RCRRA staff and City Parks staff. Construction will not adversely affect the trail.

MCI Telecommunications Corporation has provided certificates of insurance satisfactory to the Risk Manager,

Installing this fiber optic cable will not adversely affect the RCRRA from using the right-of-way for transit or trail purposes.

Recommendation:

Approve the construction agreement with MCI Telecommunications for the installation of a fiber optic cable along the RCRRA right-of-way from Bush Avenue to Earl Street in St. Paul,

Authorize the Chairman of the Regional Railroad Authority to execute the construction agreement on behalf of the Authority.

Attachments

CONSTRUCTION AGREEMENT

This agreement, made this _____ day of _____, 1997, is by and between RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, a political subdivision and local government unit of Minnesota (hereinafter referred to as "RCRRA"), and MCI Telecommunications Corporation, (hereinafter referred to as "MCI").

It is agreed as follows:

1. This agreement will commence on the date of execution by RCRRA, and shall expire One hundred twenty (120) days after commencement of construction by MCI.
2. The land covered by this agreement is that portion of the RCRRA Northeast Corridor right of way between Bush Avenue and Earl Street, in St. Paul, Minnesota, located five (5) feet either side of the center line as depicted on Sheets 13 through 21 of the Permit Package, Project No. 017742, dated October 13, 1997, which will be Exhibit A attached hereto and made a part of this agreement (hereinafter the "premises").
3. MCI and the contractor may use the premises to perform the installation of an underground fiber optic communications cable and related appurtenances (hereinafter referred to as "Cable") beneath the premises, and for the preparation of as-built drawings of the installed cable, and for no other purpose. A minimum of five feet (5') of cover is required over all buried facilities.
4. Once the Cable has been installed, MCI shall furnish to RCRRA a set of as-built drawings showing, in detail, location, depth and size of the facilities installed. The drawing will be forwarded to RCRRA for approval and inclusion on the permit shown as Exhibit B hereto attached and made a part of this agreement. Should the as-built cable location deviate substantially from the planned cable location the RCRRA may require relocation of the cable to its proposed location. When completed, the permit shall be executed by RCRRA and MCI.
5. All terms and conditions contained in the permit document as shown on Exhibit B shall be construed as being part of this agreement.

6. MCI and its contractor will conduct its activities in a manner that minimizes the disturbance to the premises. Bore pits must be excavated clear of the drip line of trees; excavation within the drip line of trees is not permitted. Where possible, construction vehicles and equipment must be operated clear of existing trees. Remediation of tree damage, including damage to root stock, will be determined at the discretion of the Division of Parks. Disturbed vegetated areas will be restored by planting MnDOT 1200 Seed Mixture (rate/acre = 20 lbs). Seed must be properly sown in four (4) inches of topsoil. The seeded area is to be covered by wood fiber blanket anchored with No. 11 U-shaped staples. The premises will not be used for the storage of equipment, vehicles, or debris. All work to be performed on the premises by MCI or its contractor shall be done in a manner which does not disturb, block, or in anyway prevent the use of the recreational trail which crosses the premises. All damage to the bike path must be remediated by restoration to preexisting or better conditions. All necessary and required warning signs, barricades, and related safety devices for protecting bicyclists and pedestrians must be installed and maintained for the duration of construction. The permittee must notify Greg Reese (612-488-7291, ext. 306) a minimum of 48 hours before construction starts.
7. MCI and its contractor shall protect, indemnify and hold harmless RCRRRA, the County of Ramsey, their commissioners, employees, and agents, from and against any and all cost, expense, liability, loss, or claim resulting from death, personal injury, or property loss or damage to the extent it arises out of, or is connected with, or caused by activities conducted on the premises by MCI or its contractor under this agreement. Neither party will be liable to the other for consequential damage.
8. MCI and its contractor shall purchase and maintain in force at all times during the term of this agreement the following minimum insurance coverages applicable to the premises, affiliated activities, and/or this construction agreement, and to comply with all provisions noted:

A. Liability Insurance

Commercial General Liability Insurance

Minimum limits:

\$750,000	each event limit		
\$1,000,000	general aggregate		
\$1,000,000	products/completed	operations	total
limit			

\$600,000 personal injury and advertising liability

The policy is to be written on an occurrence basis or as Acceptable to the Ramsey County Risk Manager. Certificates of Insurance must indicate if the policy is issued on a claims-made or occurrence basis.

Under the Commercial General Liability Insurance, the following coverage must be specifically insured and certified with no internal sublimits:

- a. Premises and Operations
- b. Independent Contractor's Contingent Liability
- c. Products/Completed Operations
- d. Contractual Liability - either specifically naming this lease agreement or on a blanket basis
- e. "X,C,U" Hazard Liability (if applicable)
- f. Personal Injury Liability - including claims related to employment and coverages a through e
- g. Broad Form Property Damage Liability

RCRRA, its officials and employees shall be added as additional insured with a cross liability/cross suits clause for the protection of RCRRA.

- B. Automobile Liability Insurance
Minimum limit: \$750,000 Combined Single Limit
Coverage shall include: hired, non-owned and owned auto
- C. Workers' Compensation and Employer's Liability Insurance shall be as required by law and shall include an all states or universal endorsement.

Employer's liability minimum limits:
\$500,000 per accident
\$500,000 per employee
\$500,000 per disease policy limit.

- D. All certificates of insurance shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Bests' rating for the insurer shall be noted on the certificate, and shall not be less than a B+. The agent shall certify whether or not he/she has errors and omissions coverage.
- E. All certificates of insurance shall name RCRRA as an additional insured and provide that the insurance company shall give thirty (30) days' written notice to both the Contractor and RCRRA of cancellation,

non-renewal, or any material changes in the policy and certificates of insurance.

- F. Nothing in this construction agreement shall constitute a waiver by RCRRA of any statutory or common law immunities or liability limitations.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

By Rafael E. Ortega
Chair

Dated _____

Insurance approved:

By Denise Kapler 2-13-98 Date
Risk Management

By David F. MacMillan Date
Assistant County Attorney

By Kathryn Despiegelaere 3/2/98 Date
Director, RCRRRA

MCI TELECOMMUNICATIONS CORPORATION

By Keith E. Steiner Date
Vice President



NEWPORT MCI SERVICES
2230 LAKESIDE BLVD
RICHARDSON, TX 75082

PERMIT PACKAGE REGIONAL RAILROAD AUTHORITY ST. PAUL, MINNESOTA

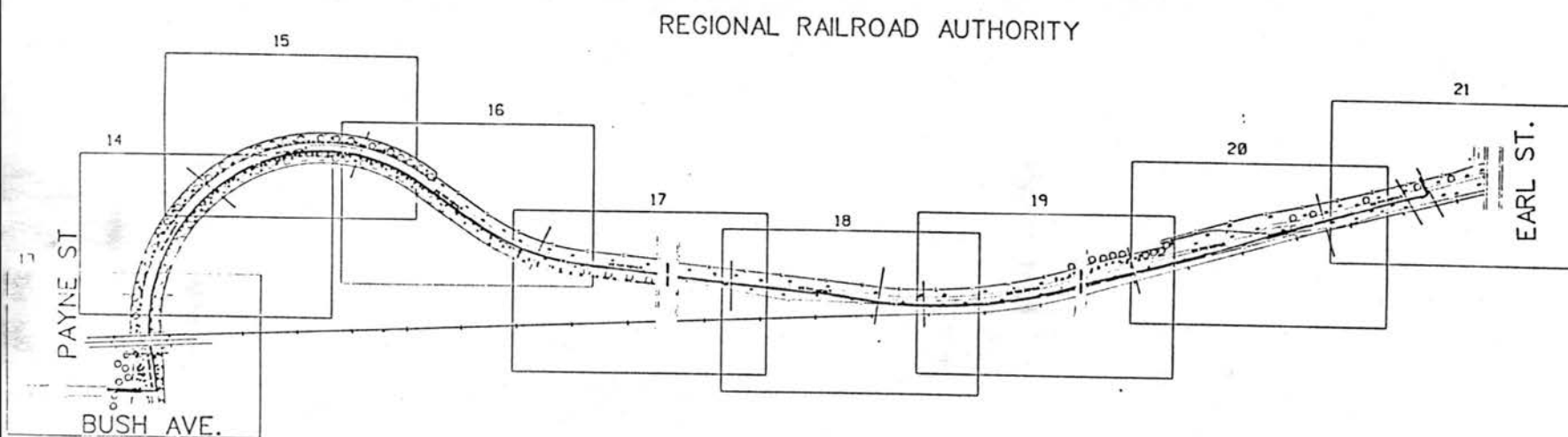
PROJECT DESCRIPTION:
BEGINNING AT BUSH AVE. AND PAYNE STREET,
PROCEEDING EASTERLY WITHIN THE REGIONAL
RAILROAD AUTHORITY RIGHT OF WAY AND
TERMINATING NEAR EARL STREET AT
THE SPRINT POINT OF PRESENCE FACILITY.

PROJECT LOCATION MAP



PROJECT NO. 017742
12-02-97

01



PROJECT: 017742

SPAN: _____

MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO.	QUANTITY
-------------------	----------

[illegible]

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION

DATE: 10-20-97

ENGINEER: B.E.C.

DRAWN BY: D.M.H.

REVISIONS

DATE	DESCRIPTION	INITIAL

[illegible]

$T_{\text{eff}} = \frac{1}{\frac{1}{T_1} + \frac{1}{T_2} + \frac{1}{T_3} + \dots}$	$T_{\text{eff}} = \frac{1}{\frac{1}{T_1} + \frac{1}{T_2} + \frac{1}{T_3} + \dots}$
--	--

SCALE

HORIZONTAL:	N/A
-------------	-----

VERTICAL:	N/A
-----------	-----

MP . TO MP

SHEET 12 OF 22

DWC. NO.



CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-800-272-1000

CITY OF ST. PAUL, MN.
RAMSEY COUNTY

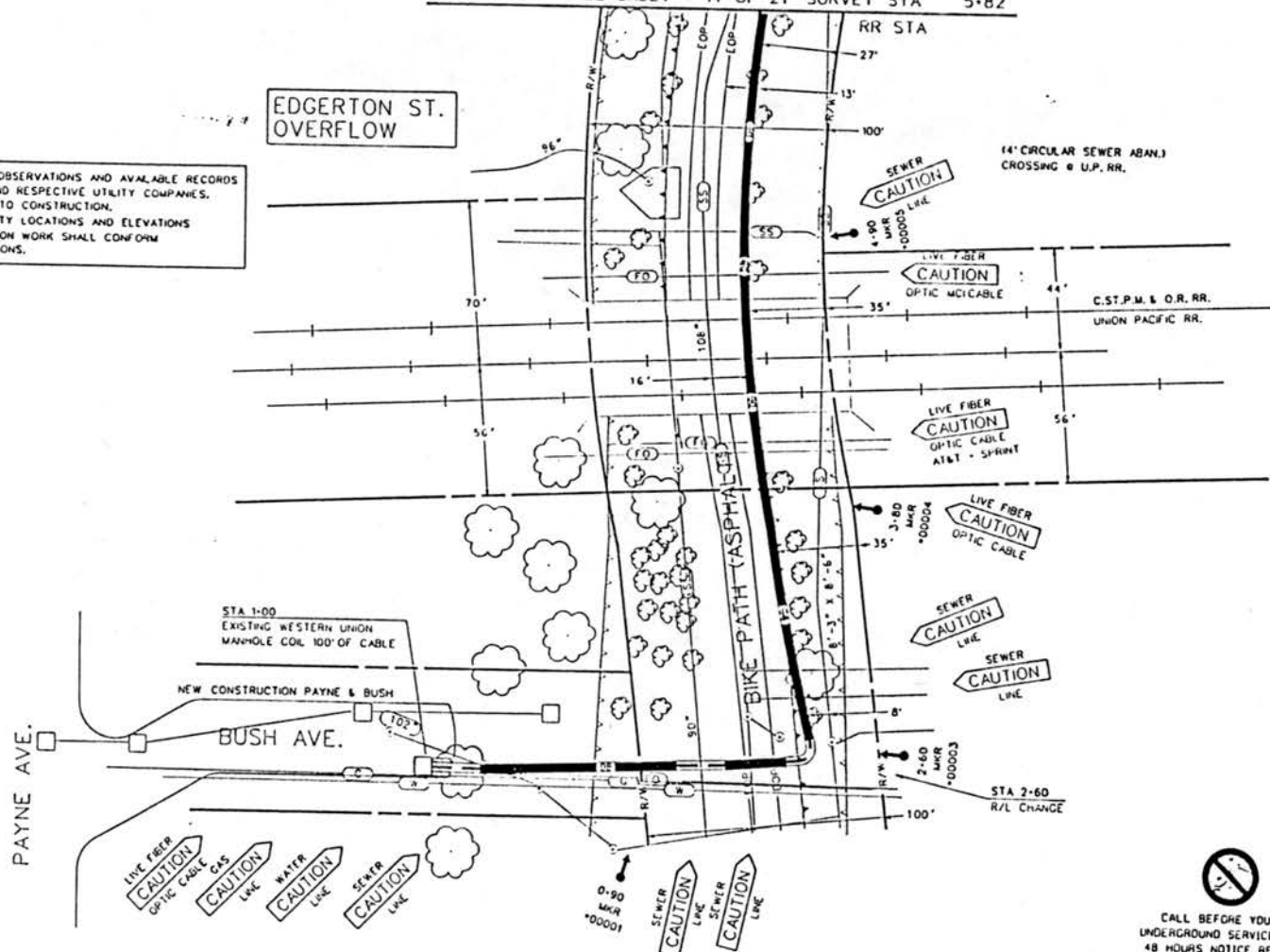
1-00 1 410 582' 4-0 5C CABLE	1-00 2 210-48' 20' 4-A 4-C 1-4" PVC W/ 3-1/4" INOT.	1-00 3 220 20 S.F. 4-F 4-C ASPHALT	1-20 4 630-60' 54' 4-R 4-C 1-4" PVC W/ 3-1/4" INOT.	2-04 5 210-60' 20' 4-A 4-C 1-4" PVC W/ 3-1/4" INOT.	2-24 6 110-36' 26' 4-A 4-C 1-4" PVC W/ 3-1/4" INOT.	2-50 7 210-60' 20' 4-A 4-C 1-4" PVC W/ 3-1/4" INOT.	2-70 8 630-168' 312' 4-R 4-C 1-4" PVC W/ 3-1/4" INOT.
--	--	--	--	--	--	--	--

MATCH LINE SEE SHEET 14 OF 21 SURVEY STA 5+82

EDGERTON ST.
OVERFLOW

NOTE: UTILITIES SHOWN ARE FROM FIELD OBSERVATIONS AND AVAILABLE RECORDS OBTAINED FROM THE CITY OF ST. PAUL AND RESPECTIVE UTILITY COMPANIES. LOCATE AND VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY PRIVATE UTILITY LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. ALL CONSTRUCTION WORK SHALL CONFORM TO THE CITY OF ST. PAUL, MN. SPECIFICATIONS.

NOTE: PAVEMENT FOR
TRAIL IS GENERALLY
12" WIDE



CALL GREG REESE
612-488-7291 EXT. 306
48 HRS. PRIOR TO
CONSTRUCTION.

CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-800-252-1166



PROJECT: 017742
SPAN:
MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO.	QUANTITY
418	582'
118	26'
218	68'
638	346'
278	28 SF
7180	4

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TOUCH AMERICA THIRD-PARTY BUILD

DATE: 10-10-97
ENGINEER: B.E.C.
DRAWN BY: D.M.H.

REVISIONS		
DATE	DESCRIPTION	INITIAL
12-97	CHG'D, R/L	DH

EXCEPT AS NOTED, ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, AS ADOPTED BY THE BOARD OF SUPERVISORS OF THE CITY OF ST. PAUL, MINN. FOR THE YEAR 1997. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ST. PAUL, MINN. SPECIFICATIONS.

DESIGNED BY: GREG REESE
DATE: 10-10-97
DRAWN BY: D.M.H.
DATE: 12-97

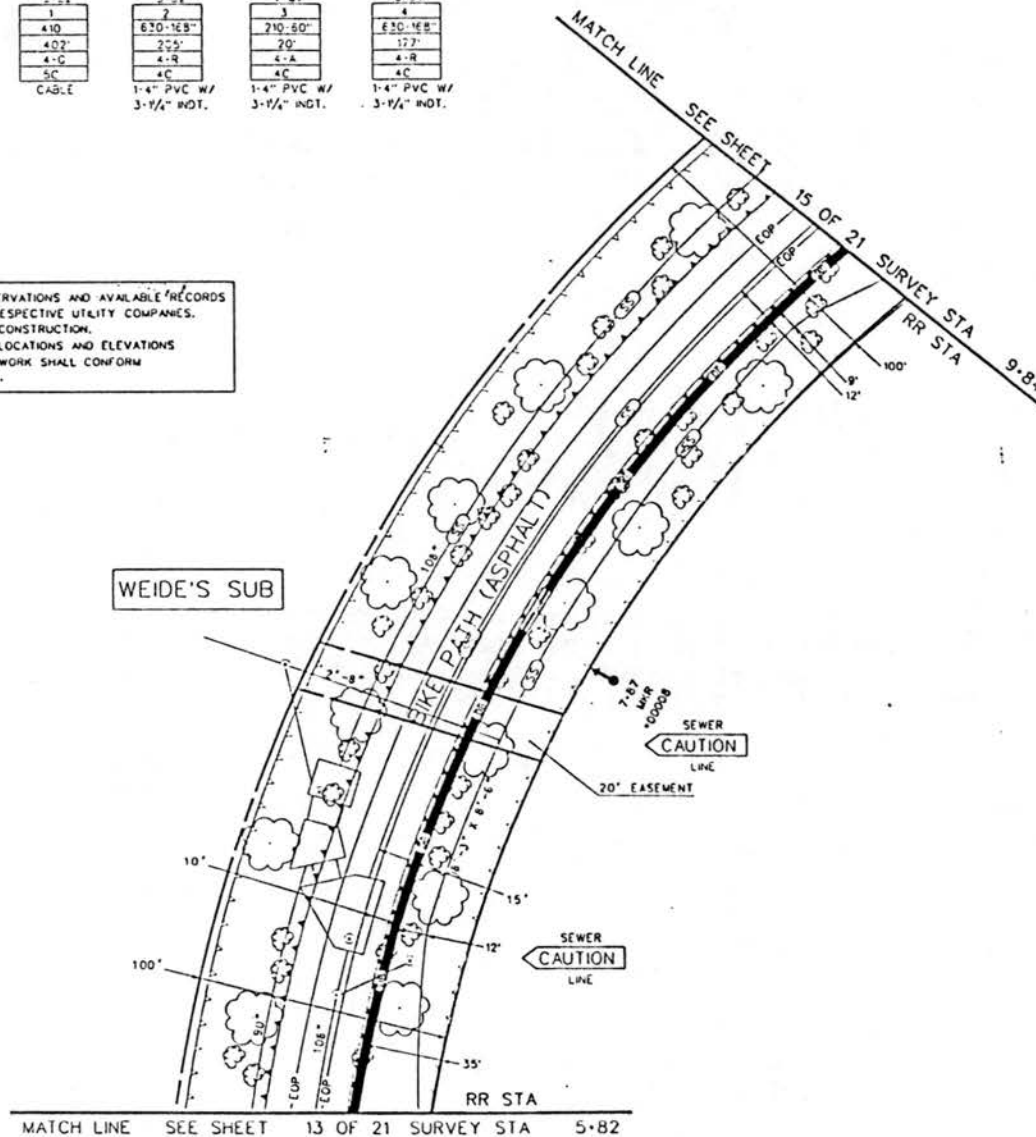
SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP TO MP
SHEET 13 OF 21
DWG. NO. 01774205.DGN

CITY OF ST. PAUL, MN.
RAMSEY COUNTY

5-87	5-87	7-87	8-07
1	2	3	4
410	630-168"	210-60"	630-168"
402"	225"	20"	172"
4-C	4-R	4-A	4-R
5C	4C	4C	4C
CABLE	1-4" PVC W/	1-4" PVC W/	1-4" PVC W/
	3-1/4" INOT.	3-1/4" INOT.	3-1/4" INOT.

CALL GREG REESE
612-488-7291 EXT. 306
48 HRS. PRIOR TO
CONSTRUCTION.

NOTE: UTILITIES SHOWN ARE FROM FIELD OBSERVATIONS AND AVAILABLE RECORDS
OBTAINED FROM THE CITY OF ST. PAUL AND RESPECTIVE UTILITY COMPANIES.
LOCATE AND VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
CONTRACTOR SHALL VERIFY PRIVATE UTILITY LOCATIONS AND ELEVATIONS
PRIOR TO CONSTRUCTION. ALL CONSTRUCTION WORK SHALL CONFORM
TO THE CITY OF ST. PAUL, MN. SPECIFICATIONS.



CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-888-252-1166



PROJECT: 017742
SPAN:
MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO.	QUANTITY
410	422'
210	23'
630	262'
7120	1

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TOUCH AMERICA THIRD-PARTY BUILD

DATE: 10-10-97
ENGINEER: R.E.C.
DRAWN BY: D.M.H.

REVISIONS		
DATE	DESCRIPTION	INITIAL
12-97	CHG. D. R/L	DM

THIS DRAWING IS THE PROPERTY OF MCI TELECOMMUNICATIONS CORPORATION. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MCI TELECOMMUNICATIONS CORPORATION.

TELEPHONE: 612-488-7291
FAX: 612-488-7292
E-MAIL: R.E.C. @ MCI.COM

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP - TO MP -
SHEET 14 OF 21
DWG. NO. 01774225.DGN

CITY OF ST. PAUL, MN.
RAMSEY COUNTY

9-84	9-84	12-16	12-16
1	2	3	4
410	630-168"	210-60"	630-168"
487"	332"	20'	332"
4-G	4-A	4-A	4-R
5C	4C	4C	4C
CABLE	1-4" PVC W/ 3-1/4" IDOT.	1-4" PVC W/ 3-1/4" IDOT.	1-4" PVC W/ 3-1/4" IDOT.



PROJECT: 017742

SPAN:

MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO.	QUANTITY
418	487'
218	28'
638	467'
7180	1

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TOUCH AMERICA THIRD-PARTY BUILD

DATE: 10-10-97

ENGINEER: B.E.C.

DRAWN BY: D.H.H.

REVISIONS

DATE	DESCRIPTION	INITIAL
12-97	CHG'D. R/L	CH

1. THIS IS NOT A 2-DIMENSIONAL PROJECT. IT IS A 3-DIMENSIONAL PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING UTILITIES AND ELEVATIONS PRIOR TO CONSTRUCTION. ALL CONSTRUCTION WORK SHALL CONFORM TO THE CITY OF ST. PAUL, MN. SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTICES PRIOR TO CONSTRUCTION.

SCALE

HORIZONTAL: 1"=50'

VERTICAL: 1"=50'

MP - TO MP -

SHEET 15 OF 21

DWG. NO. 81774205.DGN

GREENBRIAR ST.

WADENA AVE.

BIKE PATH (ASPHALT)

CAUTION
SEWER LINE

R8991/R16952

RR STA 14.71
SEE SHEET 16 OF 21 SURVEY STA 14.71

MATCH LINE
SEE SHEET 14 OF 21 SURVEY STA 9.84

CALL GREG REESE
612-488-7291 EXT. 306
48 HRS. PRIOR TO
CONSTRUCTION.

NOTE: UTILITIES SHOWN ARE FROM FIELD OBSERVATIONS AND AVAILABLE RECORDS OBTAINED FROM THE CITY OF ST. PAUL AND RESPECTIVE UTILITY COMPANIES. LOCATE AND VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY PRIVATE UTILITY LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. ALL CONSTRUCTION WORK SHALL CONFORM TO THE CITY OF ST. PAUL, MN. SPECIFICATIONS.

CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-800-252-1166

14

CITY OF ST. PAUL, MN.
RAMSEY COUNTY

14-71 1 410 711 4-C 5C CABLE	14-71 2 630-168" 711 4-C 4C 1-4" PVC W/ 3-1/4" NDT.	17-05 3 240 2.5'-5'-2.5' 5 4C HNT 05017 COL 66' OF CABLE	17-10 4 210-60" 15' 4-A 4C 1-4" PVC W/ 3-1/4" NDT.	17-25 5 630-168" 296' 4C 1-4" PVC W/ 3-1/4" NDT.
--	--	--	---	--

ARLINGTON HILLS ADD.
SCHURMEIERS SUB.

WHITALL

BIKE PATH (ASPHALT)

A96051

CALL GREG REESE
612-488-7291 EXT. 306
48 HRS. PRIOR TO
CONSTRUCTION.

NOTE: UTILITIES SHOWN ARE FROM FIELD OBSERVATIONS AND AVAILABLE RECORDS
OBTAINED FROM THE CITY OF ST. PAUL AND RESPECTIVE UTILITY COMPANIES.
LOCATE AND VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
CONTRACTOR SHALL VERIFY PRIVATE UTILITY LOCATIONS AND ELEVATIONS
PRIOR TO CONSTRUCTION. ALL CONSTRUCTION WORK SHALL CONFORM
TO THE CITY OF ST. PAUL, MN. SPECIFICATIONS.



PROJECT: 817742

SPAN:

MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO.	QUANTITY
418	711'
218	15'
248	1
638	638'
7180	1

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TOUCH AMERICA THIRD-PARTY BUILD

DATE: 10-18-97

ENGINEER: B.E.C.

DRAWN BY: D.M.H.

REVISIONS

DATE	DESCRIPTION	INITIAL
12-97	CHG'D. R/L	DH

1. CALL 48 HRS. PRIOR TO CONSTRUCTION. 2. CONTRACTOR SHALL VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION. 3. CONTRACTOR SHALL VERIFY PRIVATE UTILITY LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. 4. ALL CONSTRUCTION WORK SHALL CONFORM TO THE CITY OF ST. PAUL, MN. SPECIFICATIONS.

1. CALL 48 HRS. PRIOR TO CONSTRUCTION. 2. CONTRACTOR SHALL VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION. 3. CONTRACTOR SHALL VERIFY PRIVATE UTILITY LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. 4. ALL CONSTRUCTION WORK SHALL CONFORM TO THE CITY OF ST. PAUL, MN. SPECIFICATIONS.

SCALE

HORIZONTAL: 1"=50'

VERTICAL: 1"=50'

MP - TO MP -

SHEET 16 OF 21

DWG. NO. 81774285.DCN

CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-800-252-1168

CITY OF ST. PAUL, MN.
RAMSEY COUNTY

21-21 1 410 6.29' 4-C SC CABLE	21-21 2 210-60" 20' 4-A 4-C 1-4" PVC W/ 3-1/4" INDT.	21-41 3 630-168" 222' 4-R 4-C 1-4" PVC W/ 3-1/4" INDT.	24-63 4 210-60" 20' 4-A 4-C 1-4" PVC W/ 3-1/4" INDT.	24-83 5 630-168" 227' 4-R 4-C 1-4" PVC W/ 3-1/4" INDT.
--	---	---	---	---



PROJECT: 017742
SPAN:
MINNEAPOLIS TO ST. PAUL

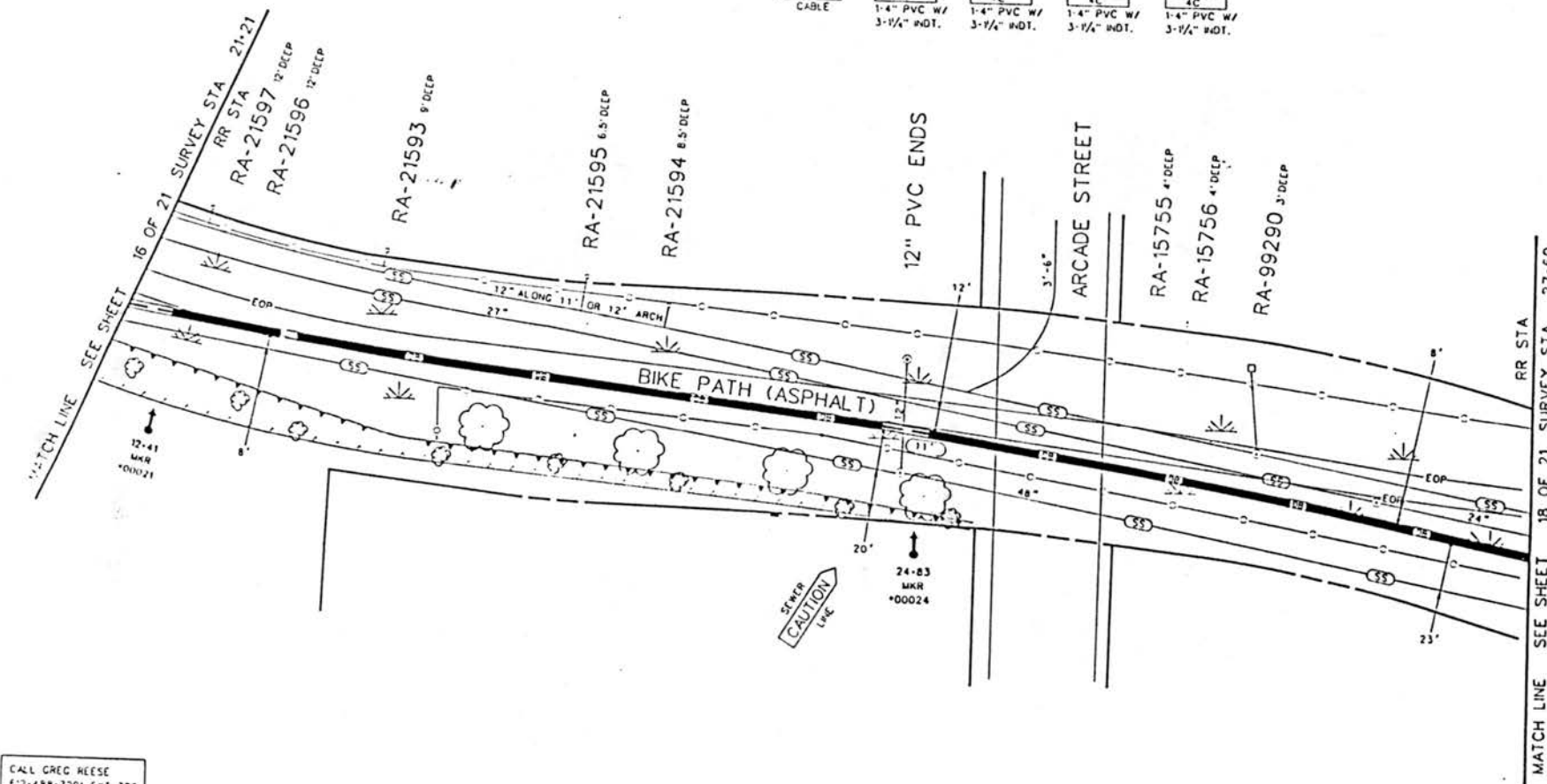
CLARIFICATION NO.	QUANTITY
418	634'
218	48'
638	544'
7180	2

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TOUCH AMERICA THIRD-PARTY BUILD

DATE: 10-13-97
ENGINEER: B.E.C.
DRAWN BY: D.M.H.

REVISIONS		
DATE	DESCRIPTION	INITIALS
12-97	ENG'D. R/L	OH

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP TO MP
SHEET 17 OF 21
DWG. NO. 01774205.DGN



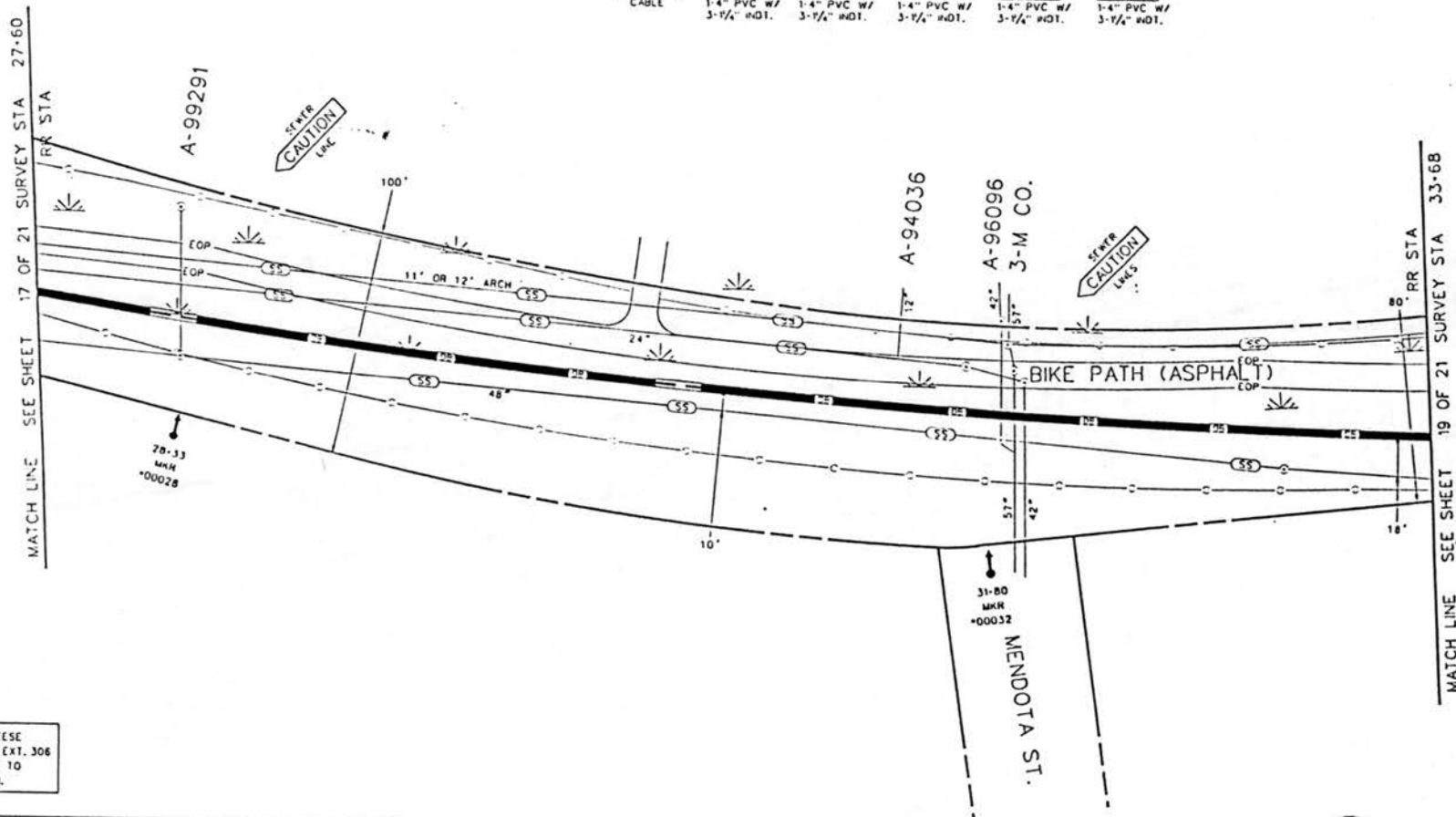
CALL GREG REESE
612-488-7291 EXT. 306
48 HRS. PRIOR TO
CONSTRUCTION.

NOTE: UTILITIES SHOWN ARE FROM FIELD OBSERVATIONS AND AVAILABLE RECORDS OBTAINED FROM THE CITY OF ST. PAUL AND RESPECTIVE UTILITY COMPANIES. LOCATE AND VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY PRIVATE UTILITY LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. ALL CONSTRUCTION WORK SHALL CONFORM TO THE CITY OF ST. PAUL, MN. SPECIFICATIONS.

CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-800-252-1166

CITY OF ST. PAUL, MN.
RAMSEY COUNTY

27-60	27-60	28-13	28-33	30-33	30-53
1	2	3	4	5	6
410	630-168"	210-60"	630-168"	210-60"	630-192"
608	53'	20'	200'	20'	315'
4-C	4-R	4-A	4-R	4-A	4-R
5C	4C	4C	4C	4C	4C
CABLE	1-4" PVC W/ 3-1/4" HD1.	1-4" PVC W/ 3-1/4" HD1.	1-4" PVC W/ 3-1/4" HD1.	1-4" PVC W/ 3-1/4" HD1.	1-4" PVC W/ 3-1/4" HD1.



CALL GREG REESE
612-488-7291 EXT. 306
48 HRS. PRIOR TO
CONSTRUCTION.

NOTE: UTILITIES SHOWN ARE FROM FIELD OBSERVATIONS AND AVAILABLE RECORDS
OBTAINED FROM THE CITY OF ST. PAUL AND RESPECTIVE UTILITY COMPANIES.
LOCATE AND VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
CONTRACTOR SHALL VERIFY PRIVATE UTILITY LOCATIONS AND ELEVATIONS
PRIOR TO CONSTRUCTION. ALL CONSTRUCTION WORK SHALL CONFORM
TO THE CITY OF ST. PAUL, MN. SPECIFICATIONS.

CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-800-252-1166

PROJECT: 017742		
SPAN:		
MINNEAPOLIS TO ST. PAUL		
CLARIFICATION NO.	QUANTITY	
410	638'	
210	48'	
630	568'	
2180	2	
TELECOMMUNICATIONS CORPORATION NETWORK CONSTRUCTION		
TITLE: FIBER OPTIC CABLE ROUTE		
TOUCH AMERICA THIRD-PARTY BUILD		
DATE:	10-13-97	
ENGINEER:	B.E.C.	
DRAWN BY:	D.M.H.	
REVISIONS		
DATE	DESCRIPTION	INITIAL
12-97	CHG'D. R/L	DH
ACCEPTED BY THE CITY OF ST. PAUL FOR THE CITY ENGINEER'S OFFICE. THIS DRAWING IS THE PROPERTY OF THE CITY OF ST. PAUL. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR USED FOR ANY OTHER PURPOSE WITHOUT WRITTEN PERMISSION.		
TELEPHONE AND CABLE SERVICE DISTRICT NO. 10 SHEET 10 OF 10 DATE: 10-13-97 DRAWN BY: D.M.H.		
SCALE		
HORIZONTAL: 1"=50'		
VERTICAL: 1"=50'		
MP TO MP		
SHEET 10 OF 21		
DWG. NO. 01774205.DGN		

CITY OF ST. PAUL, MN.
RAMSEY COUNTY



PROJECT: 017742
SPAN: _____
MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO.	QUANTITY
418	258'
538	112'
218	575'
248	1
7180	4

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TOUCH AMERICA THIRD-PARTY BUILD

DATE: 10-13-97
ENGINEER: B.E.C.
DRAWN BY: D.M.H.

REVISIONS		
DATE	DESCRIPTION	INITIAL
12-97	CHG'D R/L	CH

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP - 10 MP -
SHEET 19 OF 21
DWG. NO. 01774205.DGN

33-68
1
410
75.8'
410
50'
CABLE

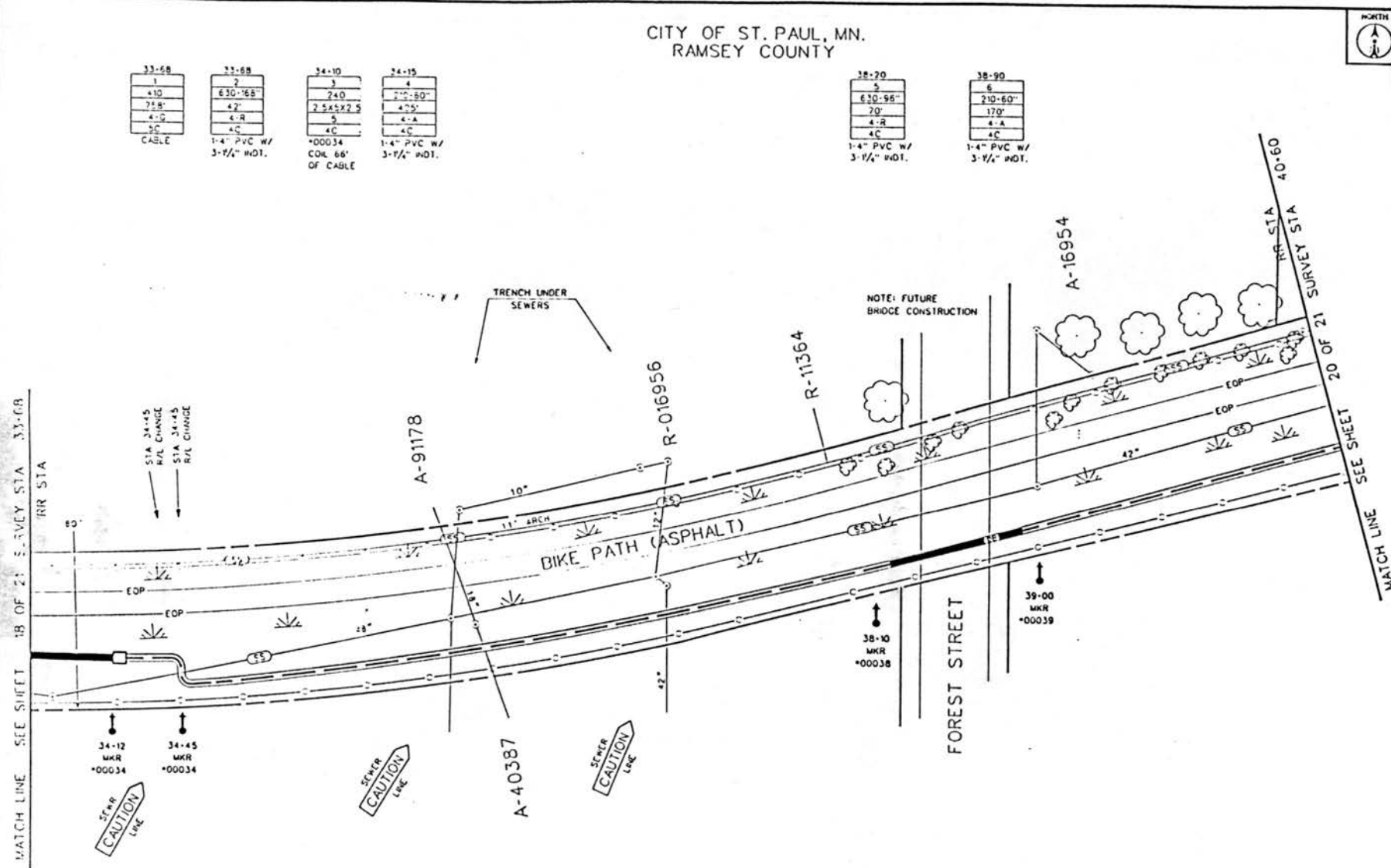
33-68
2
630'-68'
42"
4-R
4-C
1-4" PVC W/ 3-1/4" HDI.

34-10
3
240
2.5x5x2.5
5
4-C
*00034
CON. 66"
OF CABLE

34-15
4
240
2.5x5x2.5
5
4-A
4-C
1-4" PVC W/ 3-1/4" HDI.

38-70
5
620'-96'
20"
4-R
4-C
1-4" PVC W/ 3-1/4" HDI.

38-90
6
210'-60"
170"
4-A
4-C
1-4" PVC W/ 3-1/4" HDI.



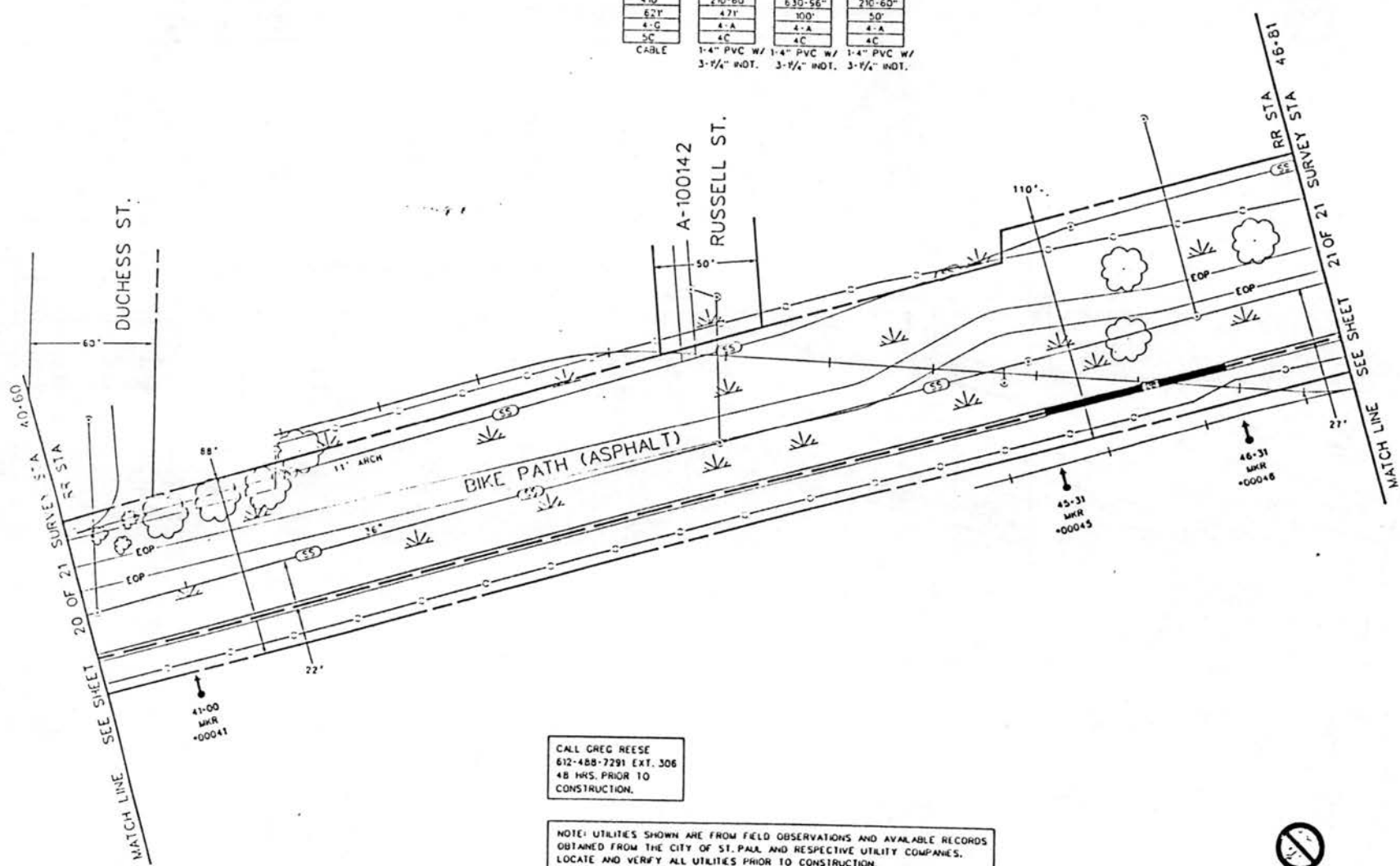
NOTE: UTILITIES SHOWN ARE FROM FIELD OBSERVATIONS AND AVAILABLE RECORDS OBTAINED FROM THE CITY OF ST. PAUL AND RESPECTIVE UTILITY COMPANIES. LOCATE AND VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY PRIVATE UTILITY LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. ALL CONSTRUCTION WORK SHALL CONFORM TO THE CITY OF ST. PAUL, MN. SPECIFICATIONS.

CALL GREG REESE
612-488-7291 EXT. 306
48 HRS. PRIOR TO
CONSTRUCTION.

CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-800-252-1166

CITY OF ST. PAUL, MN.
RAMSEY COUNTY

40-60	40-60	45-31	46-31
1	2	3	4
410	210-60"	630-56"	210-60"
62"	47"	100"	50"
4-C	4-A	4-A	4-A
5C	4C	4C	4C
CABLE	1-4" PVC W/ 3-1/4" #DOT.	1-4" PVC W/ 3-1/4" #DOT.	1-4" PVC W/ 3-1/4" #DOT.



CALL GREG REESE
612-488-7291 EXT. 306
48 HRS. PRIOR TO
CONSTRUCTION.

NOTE: UTILITIES SHOWN ARE FROM FIELD OBSERVATIONS AND AVAILABLE RECORDS
OBTAINED FROM THE CITY OF ST. PAUL AND RESPECTIVE UTILITY COMPANIES.
LOCATE AND VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
CONTRACTOR SHALL VERIFY PRIVATE UTILITY LOCATIONS AND ELEVATIONS
PRIOR TO CONSTRUCTION. ALL CONSTRUCTION WORK SHALL CONFORM
TO THE CITY OF ST. PAUL, MN. SPECIFICATIONS.

CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-800-252-1166

PROJECT: 017742

SPAN:

MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO.	QUANTITY
418	621'
218	521'
638	188'
7180	3

TELECOMMUNICATIONS CORPORATION

NETWORK CONSTRUCTION

TITLE: FIBER OPTIC CABLE ROUTE

TOUCH AMERICA THIRD-PARTY BUILD

DATE: 10-13-97

ENGINEER: B.E.C.

DRAWN BY: D.M.H.

REVISIONS		
DATE	DESCRIPTION	BY
12-97	CHG'D. R/L	DM

SCALE

HORIZONTAL: 1"=50'

VERTICAL: 1"=50'

MP - TO MP -

SHEET 20 OF 21

DWG. NO. 81774285.DCN

CITY OF ST. PAUL, MN.
RAMSEY COUNTY

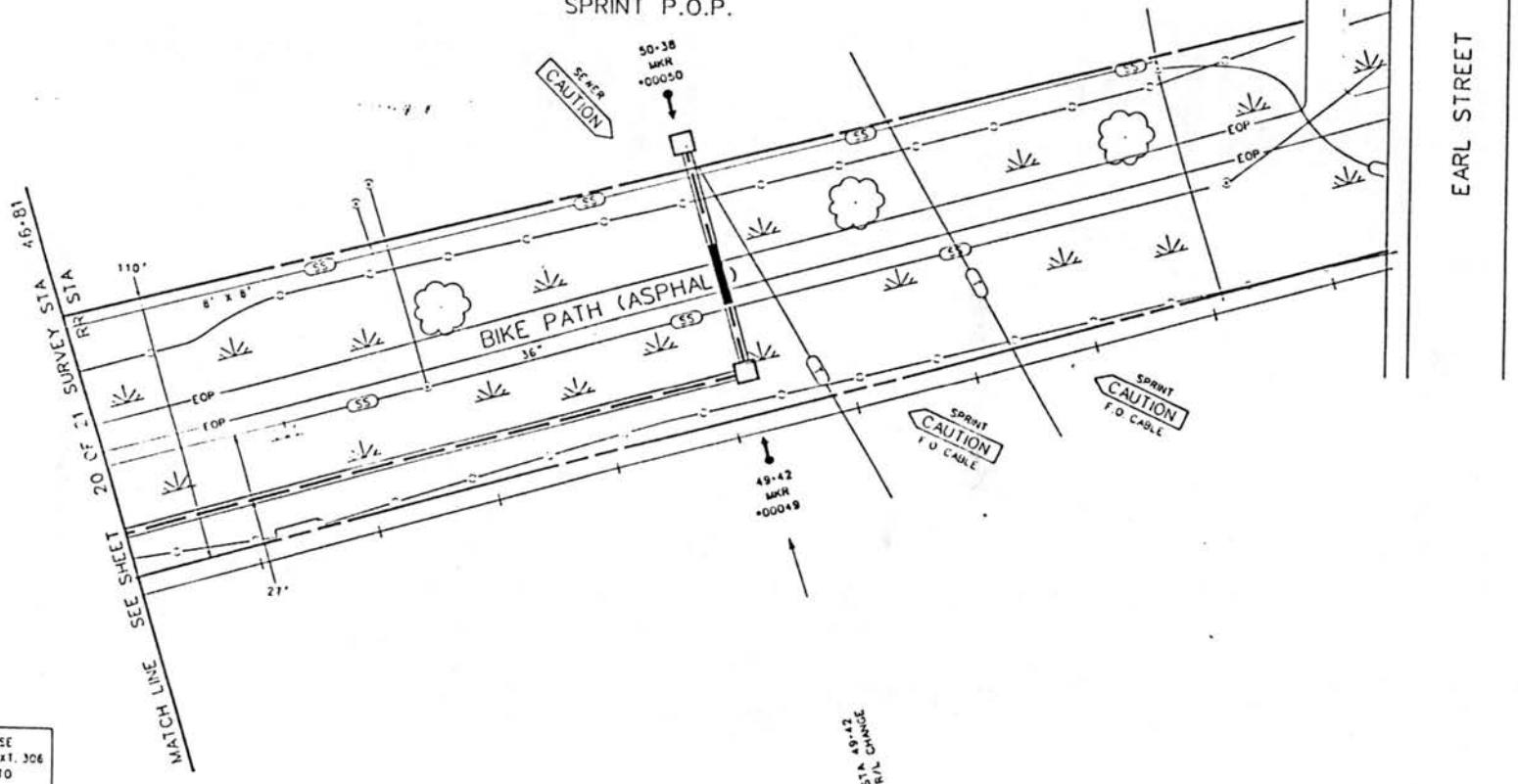


PROJECT: 017742
SPAN:
MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO.	QUANTITY
410	518'
110	25'
240	2
210	327'
7100	2

46-81 1 410 518' 4-A 5C CABLE	46-81 2 210-48" 259' 4-A 4C 1-4" PVC W/ 3-1/4" HDI.	49-40 3 240 252' x 2.5 5 4C HPI 00049 COIL 66 OF CABLE	49-45 4 210-60" 28 4-A 4C 1-4" PVC W/ 3-1/4" HDI.	49-73 5 110-60" 75' 4-A 4C 1-4" PVC W/ 3-1/4" HDI.	49-98 6 210-60" 40' 4-A 4C 1-4" PVC W/ 3-1/4" HDI.	50-38 7 240 252' x 2.5 5 4C HPI 00050 COIL 100 OF CABLE
---	--	--	--	---	---	---

SPRINT P.O.P.



CALL GREG REESE
612-488-7291 EXT. 306
48 HRS. PRIOR TO
CONSTRUCTION.

NOTE: UTILITIES SHOWN ARE FROM FIELD OBSERVATIONS AND AVAILABLE RECORDS
OBTAINED FROM THE CITY OF ST. PAUL AND RESPECTIVE UTILITY COMPANIES.
LOCATE AND VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
CONTRACTOR SHALL VERIFY PRIVATE UTILITY LOCATIONS AND ELEVATIONS
PRIOR TO CONSTRUCTION. ALL CONSTRUCTION WORK SHALL CONFORM
TO THE CITY OF ST. PAUL, MN. SPECIFICATIONS.

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TOUCH AMERICA THIRD-PARTY BUILD

DATE:		10-13-97
ENGINEER:		B.E.C.
DRAWN BY:		D.M.J.
REVISIONS		
DATE	DESCRIPTION	BY
12-97	CHG'D. R/L	DM

PROJECT: 017742
CONTRACT: 017742
SHEET: 21 OF 21
DATE: 12-97
BY: DM

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP - TO MP -
SHEET 21 OF 21
DWG. NO. 01774205.DCN

CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-800-252-1166

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

11/14/97

PRODUCER

JOHNSON & HIGGINS OF WASHINGTON, DC
1401 EYE STREET, NW
SUITE 400
WASHINGTON, DC 20005-2204

MCI00-MCI ALL HOKEJ

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

COMPANY LETTER	A	CONTINENTAL INSURANCE CO./CONTINENTAL CASUALTY
COMPANY LETTER	B	N/A
COMPANY LETTER	C	STATE COMPENSATION INSURANCE FUND (CA)
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

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

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	SRL3345180	4/01/95	4/01/98	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
	☒ BROAD FORM PROPERTY DAMAGE				FIRE DAMAGE (Any one fire) \$ 1,000,000
	☒ CONTRACTUAL LIABILITY				MED. EXPENSE (Any one person) \$ 25,000
A	AUTOMOBILE LIABILITY	SRB9561297 - A/O SRP9561298 - TX	4/01/95 4/01/95	4/01/98 4/01/98	COMBINED SINGLE LIMIT \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ UMBRELLA FORM				AGGREGATE \$
	☐ OTHER THAN UMBRELLA FORM				
A C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC164343409- A/O WC164343703- DED. 1416284-97 - CA	4/01/97 4/01/97 4/01/97	4/01/98 4/01/98 4/01/98	☒ STATUTORY LIMITS
					EACH ACCIDENT \$ 1,000,000
					DISEASE--POLICY LIMIT \$ 1,000,000
					DISEASE--EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS AND MAY HAVE DEDUCTIBLES OR RETENTIONS)

RE: ENGINEERING & CONSTRUCTING A BURIED FIBER OPTIC TELECOMMUNICATION SYSTEM FROM AN EXISTING US SPRINT FACILITY AT 855 N. EARL ST AND EXTENDING 5134' SOUTHWEST ALONG AN EXISTING BIKE TRAIL CORRIDOR TO INTERCEPT EXISTING MCIM FACILITIES AT E. BUSH AVE., ALL WITHIN THE CITY OF ST. PAUL, MN. PROJECT NO. 017742

CERTIFICATE HOLDER

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY
RAMSEY COUNTY GOVERNMENT CENTER WEST
SUITE 665
ST. PAUL, MINNESOTA 55102
RE: PNE070

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

20

6

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. H. Spiegels
Authorized Signature

3/2/98
Date

Board Action Requested

Ratify quarterly report of payments for October 1 through December 31, 1997.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed Resolution
 2. Memorandum from J. Van Houdt, dated February 2, 1998
 3. Budget Condition Report as of December 31, 1997
 4. Detail Disbursement Report for October through December, 1997

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

March 17, 1998

Board Date

Kristine A. Longhenry
Signature

March 2, 1998

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 October 1, 1997 through December 31, 1997, 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.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
---	-----	-----	-------

Tony Bennett	___	___	___
Dino Guerin	___	___	___
Susan M. Haigh	___	___	___
Rafael E. Ortega	___	___	___
Victoria Reinhardt	___	___	___
Janice Rettman	___	___	___
Jan Wiessner	___	___	___

Rafael E. Ortega, Chairman

By: _____
Jan Wiessner, Secretary