



Ramsey County Regional Railroad Authority.
Records.

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Office of Budgeting and Accounting

James Van Houdt, Director

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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

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RFC

FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER 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

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RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
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	
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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	
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RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER 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	

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FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT YTD	EXPD
59103	RCRA - PHASE 1 PRELIMINARY ENGINEERING			* CONTINUED *					
	VOLUNTEER/COMMITTEE MEETING EXPENSE								
021408	0.27	0.00	0.00	0.27	0.27	0.00	0.00		
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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		

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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	

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59106	RIGHT-OF-WAY ACQUISITION							
	COUNTY ATTORNEY SERVICES							
020174	151.61	0.00	0.00	151.61	151.61	0.00	0.00	
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	COUNTY MANAGER-SERVICES							
020176	1,344.24	0.00	0.00	1,344.24	1,344.24	0.00	0.00	
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	BUDGETING AND ACCOUNTING SERVICES							
020179	163.92	0.00	0.00	163.92	163.92	0.00	0.00	
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	DATA PROCESSING SERVICES-MTGE							
020185	329.96	0.00	0.00	329.96	329.96	0.00	0.00	
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	SURVEYING SERVICE							
020192	95.63	0.00	0.00	95.63	95.63	0.00	0.00	
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	COUNTY PROJECT MANAGEMENT SERVICES							
020193	3,608.31	0.00	0.00	3,608.31	3,608.31	0.00	0.00	
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	POSTAGE							
020202	96.05	0.00	0.00	96.05	96.05	0.00	0.00	
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	INTEREST							
021192	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
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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	

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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

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R96 59109 RCRRA - 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	

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APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT YTD	EXPD
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	

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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

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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	

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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	00127385		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	00127385		341.97	IC TRNSF PMT 574 57401	301385 C07792 01
		020185				818.93			
020193 COUNTY PROJECT MANAGEMENT SERVICES									
59101	020193	IC	72098r	102497	00114509		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	00123818		621.44	IC TRNSF PMT 400 47101	300418 B04279 01
		IC	75900A	120597	00123818		56.86	IC TRNSF PMT 400 47101	300166 B04279 02
		IC	75901	120597	00123818		7,329.90	IC TRNSF PMT 400 47101	300434 B04291 01
		IC	75901A	120597	00123818		219.95	IC TRNSF PMT 400 47101	300166 B04291 02
		IC	76219	120597	00123818		2,770.60	IC TRNSF PMT 400 47101	300418 B04315 01
		IC	76219A	120597	00123818		82.60	IC TRNSF PMT 400 47101	300166 B04315 02
		IC	76221	120597	00123818		7,080.96	IC TRNSF PMT 400 47101	300434 B04314 01
		IC	76221A	120597	00123818		212.48	IC TRNSF PMT 400 47101	300166 B04314 02
		IC	76227	120597	00123818		792.03	IC TRNSF PMT 400 47101	300418 B04312 01
		IC	76227A	120597	00123818		72.47	IC TRNSF PMT 400 47101	300166 B04312 02
		IC	77894	121997	00127385		40.70	IC TRNSF PMT 400 47101	300418 B04341 02
		IC	77894B	121997	00127385		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	00127385		53.84	IC TRNSF PMT 521 52104	350323 W03494 01

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		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	00123569		109.61	800IN 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	THOLEE 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				

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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	00117596		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	00113526		130.00	MN TRANSPORTATION ALLIANCE

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	59101	021403	CA	74154	111297	00119062	70.00	MN PUBLIC TRANSIT ASSN
			CA	77861	121997	00127509	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	CEO 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 PROJ CO-8
			PV	240716	103197	00116147	29.50	GENERAL OFFICE PROJ 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

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NORTHEAST CORRIDOR MAINT

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR ANT	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	00123919		2,562.30	IC TRNSF PMT 400 47109 300418 804280 01
		IC	75903A	120597	00123919		194.22	IC TRNSF PMT 400 47101 300166 804280 02
		IC	75903B	120597	00123919		66.74	IC TRNSF PMT 400 47109 300418 804280 03
		IC	75904	120597	00123919		2,595.15	IC TRNSF PMT 400 47109 300418 804317 01
		IC	75904A	120597	00123918		116.08	IC TRNSF PMT 400 47109 300418 804317 02
		IC	75904B	120597	00123919		196.71	IC TRNSF PMT 400 47101 300166 804317 03
		IC	75904C	120597	00123919		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	00123819		12.45	IC TRNSF PMT 400 47101 300166 804318 02
		IC	76216	120597	00123819		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	00123919		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	00123819		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					11,649.54			

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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	00123919	91.26	IC TRNSF PMT 400 47110	300418 804340 01
		IC	76235A	120597	00123919	3,115.44	IC TRNSF PMT 400 47110	300418 804340 02
		IC	76235B	120597	00123919	82.74	IC TRNSF PMT 400 47110	300418 804340 03
		IC	76235C	120597	00123919	223.20	IC TRNSF PMT 400 47110	300418 804340 04
		IC	76235D	120597	00123919	104.98	IC TRNSF PMT 400 47101	300166 804340 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	00123918	106.54	IC TRNSF PMT 400 47109	300418 804318 03
		IC	76212C	120597	00123918	7.47	IC TRNSF PMT 400 47101	300166 804318 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		

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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		

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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	00123319	2,793.66	IC TRNSF PMT 400 47101	300434 804313 01
		IC	76224A	120597	00123319	83.83	IC TRNSF PMT 400 47101	300166 804313 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 Wollay 2/3/98

County Attorney

Dail Marshall 2/3/98

Risk Management

James G. 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

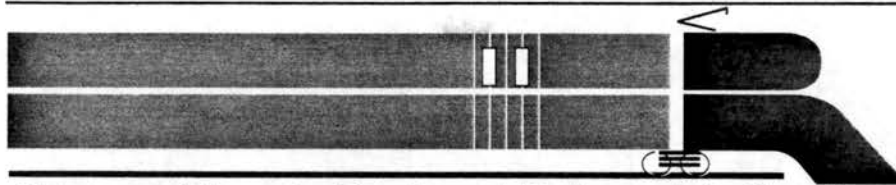
RESOLVED, That the easement is hereby approved; and Be It Further

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



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: 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,

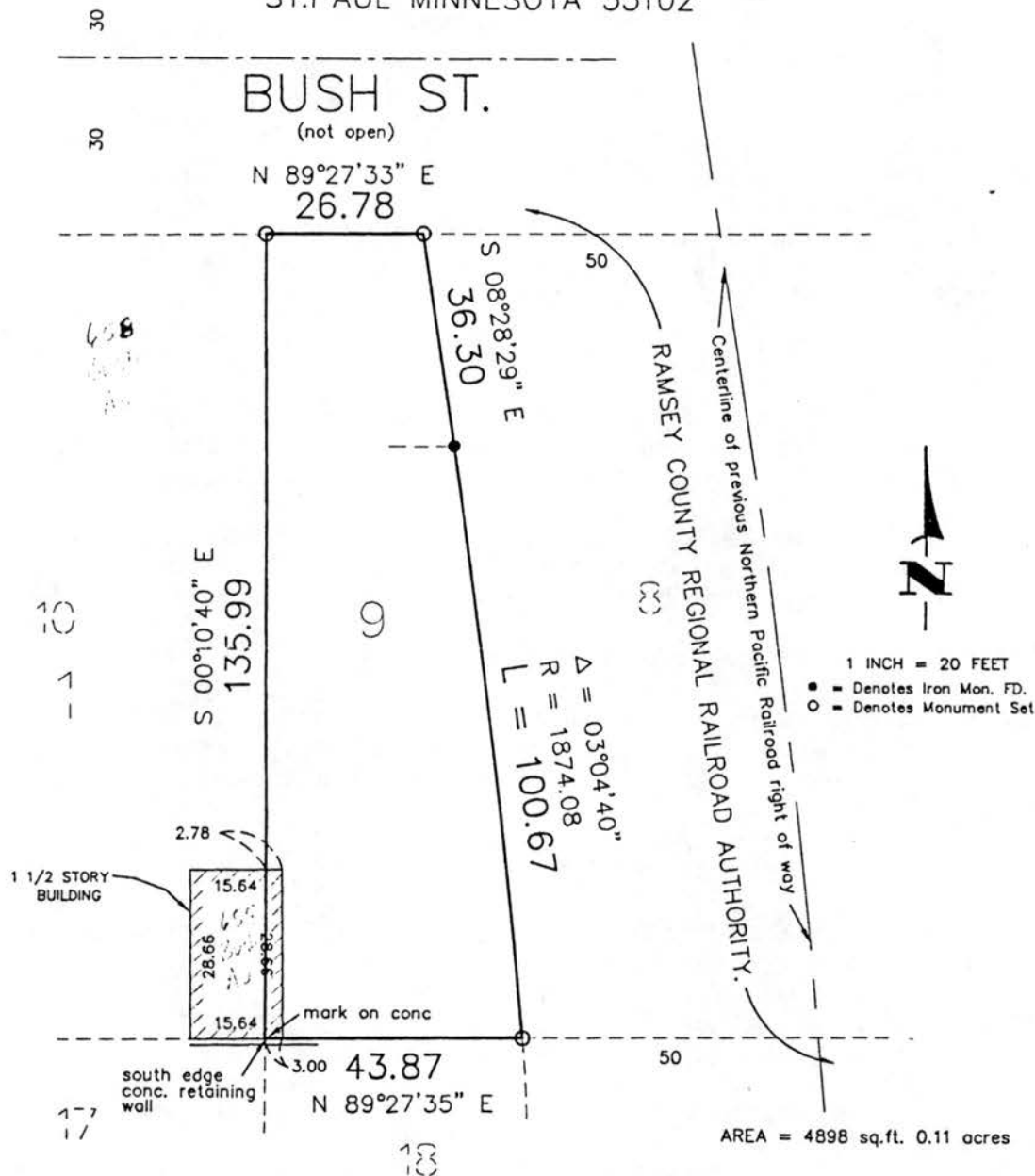
Authorize the Chairman of the Regional Railroad Authority to execute the easement on behalf of the Authority.

Attachments

Certificate of Survey

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. Andes, Minnesota 55303
612-427-5060 FAX 612-427-0520
103 Pw St. N. Monticello, Minnesota 55362
612-295-3800 FAX 612-295-4488

Job No.: 2275.02

Dwgs No.: 227502.DWG

4

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:

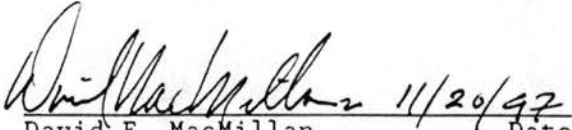
1. RCRRA hereby reserves the right to construct, maintain, use, operate, relocate, reconstruct, and renew such facilities as it may desire at any time, and from time to time, within the premises, including the right and privilege to use the premises for any and all purposes not inconsistent with the 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.

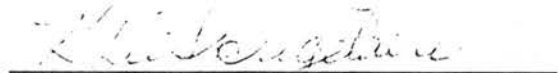
Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

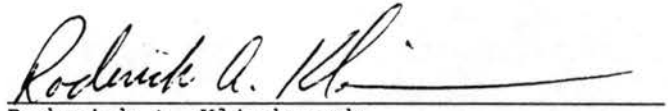

David F. MacMillan Date
Assistant Ramsey County Attorney

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)

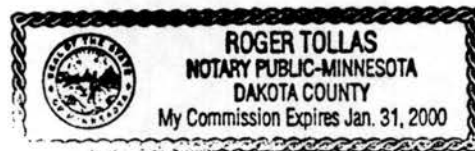
The foregoing was acknowledged before me on this _____ day of _____, 1997, by Raphael E. Ortega, Chair of Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, on behalf of Ramsey County Regional Railroad Authority.

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

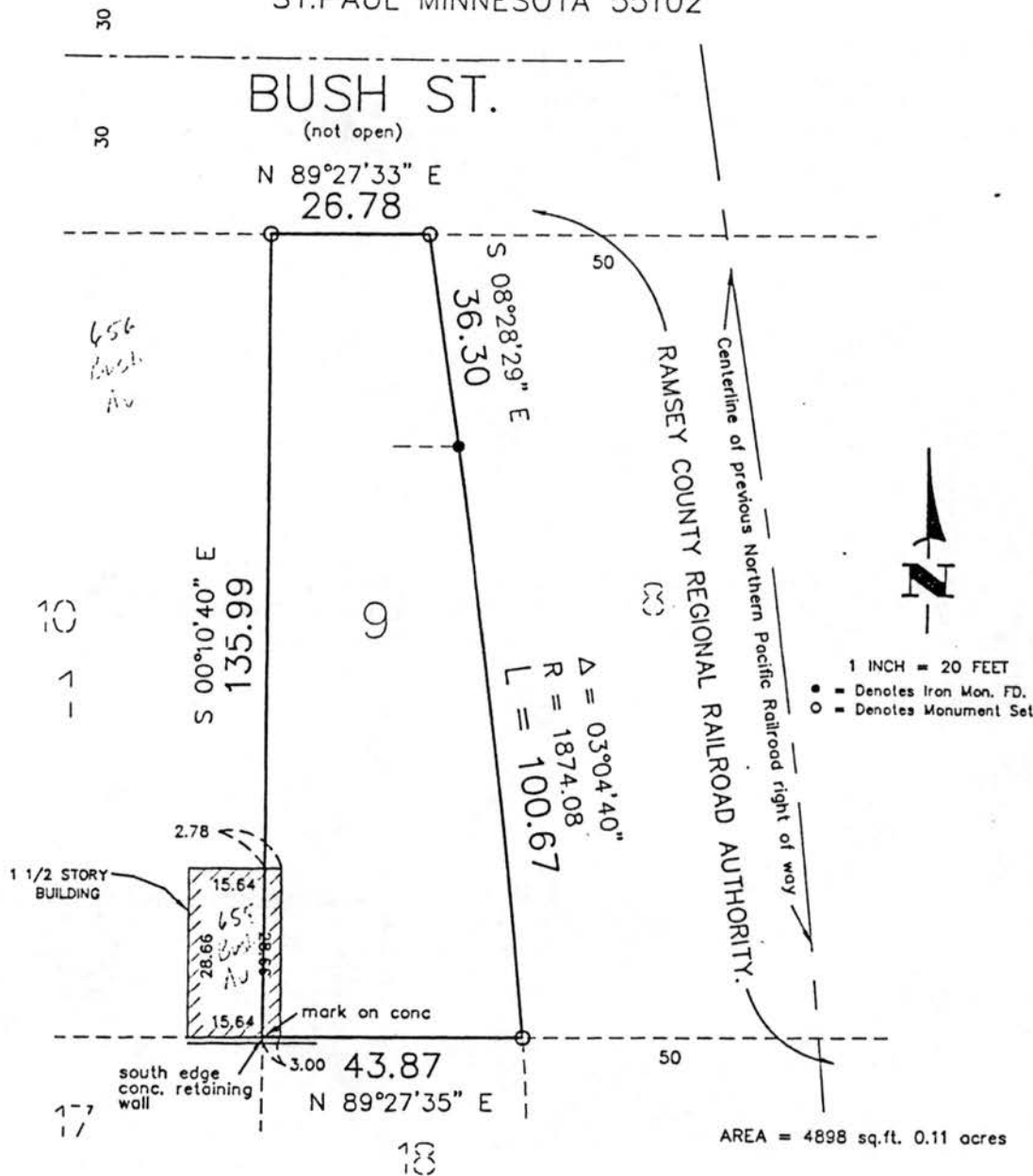


This instrument was drafted by:
Ramsey Grantee Regional Railroad Authority
Ramsey Grantee Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2764
RE: ENE047

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
3600 Thurston Ave. Andover, Minnesota 55003
612-427-5660 FAX 612-427-1520
103 Pine St. N. Monticello, Minnesota 55364
612-295-5800 FAX 612-295-4488

Job No.: 2275.02

Dwg No.: 227502.DWG

9

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

Lynn Wehler *3/3/98*

County Attorney

Paul Maritz

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

T. H. Spiegelauer

Director, RC Regional Railroad Planning

Date

Consultant

Previous Partial:	RCRRA & Others Share	HCRRA 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	<u>\$ 7,428.10</u>	<u>\$ 8,274.40</u>	<u>\$ 15,702.50</u>
RCRRA, Saint Paul, MN Dot			
& 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	<u>\$ 20,446.48</u>	<u>\$ 31,599.78</u>	<u>\$ 52,046.26</u>
Total Billing	\$ 29,341.66	\$ 41,972.81	\$ 71,314.47
5% Retainage	\$ 1,467.08	\$ 2,098.63	\$ 3,565.71
Amount Due	<u>\$ 27,874.58</u>	<u>\$ 39,874.18</u>	<u>\$ 67,748.76</u>

<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	<u>\$ 115,000.00</u>	<u>\$ 115,000.00</u>	<u>\$ -</u>

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 # 972765.02
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 # 972765.04
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 # 972765.06
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

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.

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

Total Parking: = \$ 11⁵⁰

TOTAL SIDE 2: = \$ 369¹⁰

[illegible]

Side 2

Employee No. C42

Employee Name JOHN TITLESSE

[illegible]

Total Miles: 206 @ \$.31/mile = \$ 6.386

Total Parking: = \$ 2.50

TOTAL SIDE 2: = \$ 66.36

[illegible]

17

Employee No. 003 Employee Name GEIR SEGER

[illegible]

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

Total Parking: = \$ 11⁵⁰

TOTAL SIDE 2: = \$ 369¹⁰

[illegible]



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 ✓						
			55102						
			SVC TYPE: 2						
			55447						
			SVC TYPE: 1						
11/07/97	7818	SRF CONSULTING GROUP	CITY OF MAPLE GROVE	1	1	17.75	0.00		17.75
	DR. #	1 CARLSON PKY	9401 FERNBROOK LN N						
	340	CALLER: GLORIA	P.O./DESC: 2494 ✓						
			55447						
			SVC TYPE: 1						
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 ✓						
			55447						
			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 ✓						
			55447						
			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	3405 MADLEY AVE N						
	273	CALLER: GLORIA	P.O./DESC: 2494 ✓						
			55447						
			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 ✓						
			55103						
			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 ✓						
			55447						
			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 ✓						
			55447						
			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 ✓						
			55447						
			SVC TYPE: 3						
11/11/97	6767	SRF CONSULTING GROUP	DPUS CORP	1	1	9.00	0.00		9.00
	DR. #	1 CARLSON PKY	9900 BREN RD E						
	247	CALLER: TANYA	P.O./DESC: 2803 ✓						
			55447						
			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 ✓						
			55447						
			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 ✓						
			55447						
			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 ✓						
			55447						
			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 ✓						
			55447						
			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. NPQ

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

TOTAL AMOUNT DUE

CONTINUED

21

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	
36/200	003	056030712	KODAK FILM	T	5.79 6.17
	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



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	30x36	X			LAG
11/4	2776	Henn trails	2	36x36	X			MPM
11/4	2196	T.H. 12	4	36x47	X			VGG
11/6	2181	Flm Cr Bnd	8	22x34	X			KMJ
11/7	2806	Chippewa County trails	1	36x35	X			MPM
11-10	2786	TH 101	4	34x22	X			LMH
11-11	2764	Carver Co	1	45x36	X			AGM
11-11	2764	Carver Co.	6	45x36	X			tw
11-11	2159.4	TH 610	6	36x56	X			BRW
11-12	2818.3	Manning Ave	1	36x157	X			JFL
11-12	2454	Fargo PCR	25	22x34	X			MC
11-12	2776	Henn trails	1	36x190	X			MPM
11-12	2741	Stearns	4	45x36	X			AGM
11-13-97	2780.4	TH 100	3	22"x34"	X			DAO
11-13-97	2790.2	Statewide Entry	3	22x34	X			BER
11-15-97	2741	Stearns Co	6	45x36	X			AGM
11-18-97	2800.1	TH 47	1	36x52	X			BTU
11-18-97	2608.7	I-35	1	46x36	X			tw
11-19-97	2777.2	TH 100	1	36"x50"	✓			DAO
11-19-97	2778.1	TH 100	2	36"x56"	X			LAG
11-19-97	2765.4	Hinwartha Transit	1	34x27	X		1.34	MAG
11-19-97	2765.4	TH 100						
11-20-97	2778.1	TH 100	3	36"x50"	X			LAG
11-20	2781.1	TH 100	1	36"x20"	X			MC
11/20/97	2765.1	Hinwartha Tran.	2	36x44	X		4.62	MAG 25

BUDGET ACTIVITY THRU PERIOD ENDING NOVEMBER 30, 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	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

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. K. Spengler
Director, RC Regional Railroad Planning

Date

Consultant

	RCRRA & Others Share	HCRRRA 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	\$ 27,891.95
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

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	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

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 # 972765.07
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

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.

Employee Name GER NEGER

[illegible]

Total Miles: 680 @ 40¢/mile = \$ 272.00
 Total Parking: = \$ 95
 TOTAL SIDE 2: = \$ 281.75

[illegible]

Employee No. 174 Employee Name Donna Roscoe

[illegible]

Total Miles: 175 @ \$.31/mile = \$ 54.25
 Total Parking: = \$ 3.00
TOTAL SIDE 2: = \$ 57.25

[illegible]

Side 2

Employee No. 003

Employee Name.

GER SEGER

Date	Comm. No.	ODOMETER		Total Miles Driven	Less Commuting Miles (See Side 1)	Reimbursable		Project Location or Location Visited
		Start	Finish			Miles	Parking	
1	001.2			30	-	30	-	Raddison S (Am)
3	001.2			34	-	34	-	Gluciaton (CASI)
4	001.1	749	1050	301	-	301	-	Fairbank/Brown Co's
5	2519.2	1076	1115	39	-	39	-	Waters Edge
7	001.4	1162	1192	30	-	30	-	Ramsey Co. Park Proj.
8	001.4	1230	1276	46	-	46	-	Ramsey Parks
12	2765	1331	1375	44	-	44	4.00	RC RRA
16	2916	220	259	39	-	39	-	Waters Edge
17	001.4	306	329	23	-	23	-	City Mpls
18	001.2	370	402	32	-	32	3.25	UBFM East Bown
- 15	001.4	1497	1520	23	-	23	2.50	City of Mpls
30	2519.2	1119	1158	39	-	39	-	Waters Edge

Total Miles: 680 @ \$.40 / mile = \$ 272.00

Total Parking: = \$ 970

TOTAL SIDE 2: = \$ 281⁷³

[illegible]

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The State of Minnesota

INVOICE

PAGE 1

Federal Tax ID: 41-6007162

Customer Number	Billing Code	Orig. Inv. Date
0000000967	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

#2965

Vendor ID # ² 00 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 _____

GF INVO

46

DATE: 12/1/97
 COMM. #: 2765
 COST: : 5.42
 EMPL.: D. Rascoe

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



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

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

DATE	JOB NO.	NAME OF JOB	NO. OF PRINTS	SHEET SIZE	CHECK ONE			INITIALS
					BOND	VELLUM	MYLAR	
16-Dec	2671	TH13 - Bleckhack	5	22" x 34"	✓			PC
12-16	2777.1	TH 100	3	24 x 36	✓			GWE
12-17	10233	Simpson Rd	2	36 x 60	✓			JBA
12-17	2794	Meranda Access	2	22 x 34	✓			JRP
12-17	2765	RIVERVIEW	1	36 x 55	✓			DLR
12-17	2765 2254	Dunkirk Kansas	1	36 x 22			X	LJA
"	"	"	3	"	X			LJA
12-18	2182	TILLERS	15	22 x 34	✓			GWE
"	2905	NHKA Plan	1	22 x 34	✓			AGM
12-17	2553.5	2553.5 LISFW	4	22 x 34	✓			mci
12-19	2806	CHINA CO	1	22 x 34	✓			JR
12-19	2617	Eagan - TH13	2	22 x 34	✓			PTC
12-22	12622	SCHMIDT LAKERS	6	22 x 34	✓			JMS
12-22	2846.2	Noble / 97th	1	36" x 200"	✓			mci
12-22	2517.5	HAWAIIA AVE.	5	36" x 50"	✓			BRW
12-22	2171.4	TH 100	1	24" x 60"		✓		AA
12-22	2517.5	HAWAIIA AVE	1	36" x 100"	✓			BRW
12-23	2517	HAWAIIA	2	22 x 34	✓			JBA
12-24	2372	HAWAII 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	T.H. 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

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

Klaus Siegel
Director, RC Regional Railroad Planning

Date

Consultant

	RCRRA & Others Share	HCRRRA 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

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	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	-	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)

OK RD

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 # 972765.05
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 # 972765.08
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 # 972765.10
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 (DETAILS)
PERIOD ENDING: JANUARY 31, 1998

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



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

01/01/1998

INVOICE NO.

77934

PAGE NO.

1

TERMS: PAYMENT DUE ON RECEIPT

DATE	JOB#	PICKUP	DELIVERY	WEIGHT	PCS	RATE	OTHER	OTHER CODE	TOTAL
12/30/97	5263	SRF CONSULTING GROUP	JAMES LAMMERS ATTY	1	1	34.60	0.00		34.6
	DR. #	1 CARLSON PKY	1835 NORTHWESTERN AVE S						
	170	CALLER: GLORIA	P.O./DESC: 2833 ✓						
			SVC TYPE: 2						
12/30/97	6218	SRF CONSULTING GROUP	CITY OF MPLS	1	1	17.20	0.00		17.2
	DR. #	1 CARLSON PKY	309 2ND AVE S						
	512	CALLER: GLORIA	P.O./DESC: 001.4 ✓						
			SVC TYPE: 1						
12/30/97	7046	SRF CONSULTING GROUP	MN DEPT OF TRANSPORTATION	1	1	19.25	0.00		19.2
	DR. #	1 CARLSON PKY	1500 COUNTY ROAD B2 W						
	295	CALLER: GLORIA	P.O./DESC: 2759 ✓						
			SVC TYPE: 2						
12/31/97	4228	SRF CONSULTING GROUP	SHERBURN CTY HWY DEPT	90	3	41.10	0.00		41.1
	DR. #	1 CARLSON PKY	425 JACKSON AVE						
	520	CALLER: GLORIA	P.O./DESC: 2536.6 ✓						
			SVC TYPE: 1						
12/31/97	4822	CITY OF MPLS	SRF CONSULTING GROUP	1	1	11.60	0.00		11.6
	DR. #	309 2ND AVE S	1 CARLSON PKY						
	338	CALLER: GLORIA	P.O./DESC: 2517 ✓						
			SVC TYPE: 3						
12/31/97	6436	SRF CONSULTING GROUP	RAMSEY COUNTY RAIL AUTHORITY	1	1	26.40	0.00		26.4
	DR. #	1 CARLSON PKY	50 KELLOGG BLVD W						
	284	CALLER: GLORIA	P.O./DESC: DONNA 2765 ✓						
			SVC TYPE: 1						

Vendor ID # 00 ROR 01

Job	2833 ✓	Amt	17.20 ✓	724 ✓
	2759 ✓		34.60 ✓	524 ✓
			19.25 ✓	524 ✓
Job	2536 ✓	Amt	41.10 ✓	524 ✓
	2517 ✓		11.60 ✓	524 ✓
Job	2765 ✓	Amt	26.40 ✓	524 ✓
			150.15 ✓	

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

D. PARKING
E. NO LOAD
F. BAD ADDRESS

G. 2ND STOP
H. NPC
I. NP

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

TOTAL AMOUNT DUE

150.15

71

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	Tom Lake	Jack L.	86	30	2580	fil
1/5	2545	T-35 Lake	Donna	52	10	520	
1/6	2747	114th Ave	Jack	30	1	30	JKD
1/6	2447.1	Hoffie Calmery	Joni	67	1	67	JKD
1/6	2904	HAHC	April	1	52	52	JKD
1/6	2904	HAHC	April	1	102	102	JKD
1/6	2904	HAHC	April	1	52	52	JKD
1/6	2904	HAHC	April	1	102	102	JKD
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	JKD
1/8	2793.X	Opus	Jeff B.	30	16	480	JKD
1/8	2447.1	Hoffie Calmery	Joni H.	67	1	67	JKD
1/9	2904	HAHC	April	1	150	150	JKD
1/12	2089.10	St. Cloud	Bill G.	60	15 7	900	fil
1/12	2517	Plan Sheet TH55	JK	86	15 7	602	fil
1/13	2517	TH55 Plan Sheet	JK	396	10	3960	fil
1/13	2509.X	TH10	Jennie R	12	30	360	JKD
1/13	2810	CSAH 34	Matth.	32	1	32	JKD
1/13	2509.X	TH10	Jennie R	21	30	630	JKD
1/13	2509.X	TH10	Jennie R	37	30	1110	JKD
1/13	2509.X	TH10	Jennie R	1	30	30	JKD
1/14	2495	E-94 @ TH610 T-94 @ Dunkin	Jack L	35	12	420	JKD
1/14	2495		Jack L	25	12	300	JKD
1/14	2517	TH55 Plan Sheet	John T	43	10	430	fil

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. Luberta	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

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 W. Hays 2/3/98

County Attorney

David MacArthur 2/3/98

Risk Management

Denise B. Kepler

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

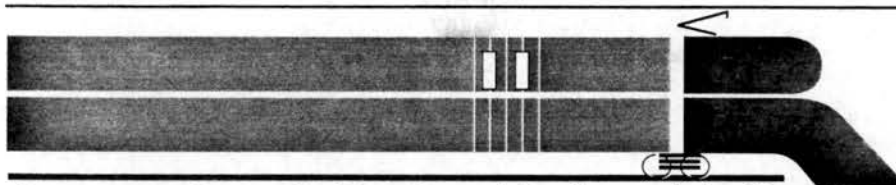
RESOLVED, That the construction agreement is hereby approved; and Be It Further

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



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, 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

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 Brooks Fiber Communications of Minnesota, (hereinafter referred to as "Brooks").

It is agreed as follows:

1. This agreement will commence on the date of execution by RCRRA, and shall expire Ninety (90) days thereafter.
2. The land covered by this agreement is that portion of the RCRRA Northeast Corridor right of way five feet on either side of the centerline as shown on Exhibit A attached hereto and made a part of this agreement (hereinafter the "premises").
3. Brooks 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.
4. Once the Cable has been installed, Brooks 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. When completed, the permit shall be executed by RCRRA and Brooks.
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. Brooks 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 Seed

Mixture 1200 at a rate of twenty pounds per acre. 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 Brooks shall be done in a manner which does not disturb, block, or in any way prevent the use of the recreational trail which crosses the premises. All damage to the recreational trail must be remediated by restoration to pre-existing 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. Brooks shall protect, indemnify, hold harmless and defend RCRRA, it's commissioners, employees, and agents, from and against any and all cost, expense, liability, damages, loss, claims, or actions, including attorney's fees, arising out of or by reason of any act or omission of Brooks, it's agents or employees, in the execution, performance or failure to adequately perform Brooks' obligations pursuant to this agreement.
8. Brooks shall purchase and maintain such insurance as will protect Brooks from claims which may arise out of the work of any Contractor including but not limited to the following:

A. Liability Insurance

Commercial General Liability Insurance (CGL)

Minimum limits:

\$750,000 each event limit
\$1,000,000 general aggregate
\$1,000,000 products/completed operations
total limit
\$750,000 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 agreement or on a blanket basis
- e. "X,C,U" Hazard Liability
- f. Personal Injury Liability - including claims related to employment and coverages a through e
- g. Broad Form Property Damage Liability

RCRRA 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. The agent shall certify whether or not he/she has errors and omissions coverage.
- E. The insurance company shall give sixty (60) days' written notice to both Brooks 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 _____

By Kathryn Despiegelaere Date
Kathryn Despiegelaere
Director

Insurance approved:

By Denise G. Kapler 12-20-97
Denise Kapler Date
Risk Management *pending*

Approved as to form and execution:

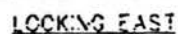
By David F. MacMillan 1-5-98
David F. MacMillan Date
Assistant Ramsey County Attorney

Budget and Accounting:

By James Van Houdt 1/7/98
James Van Houdt Date
Director

Brooks Fiber Communications of Minnesota

By Shes Lefow 12/9/97
Its: Date



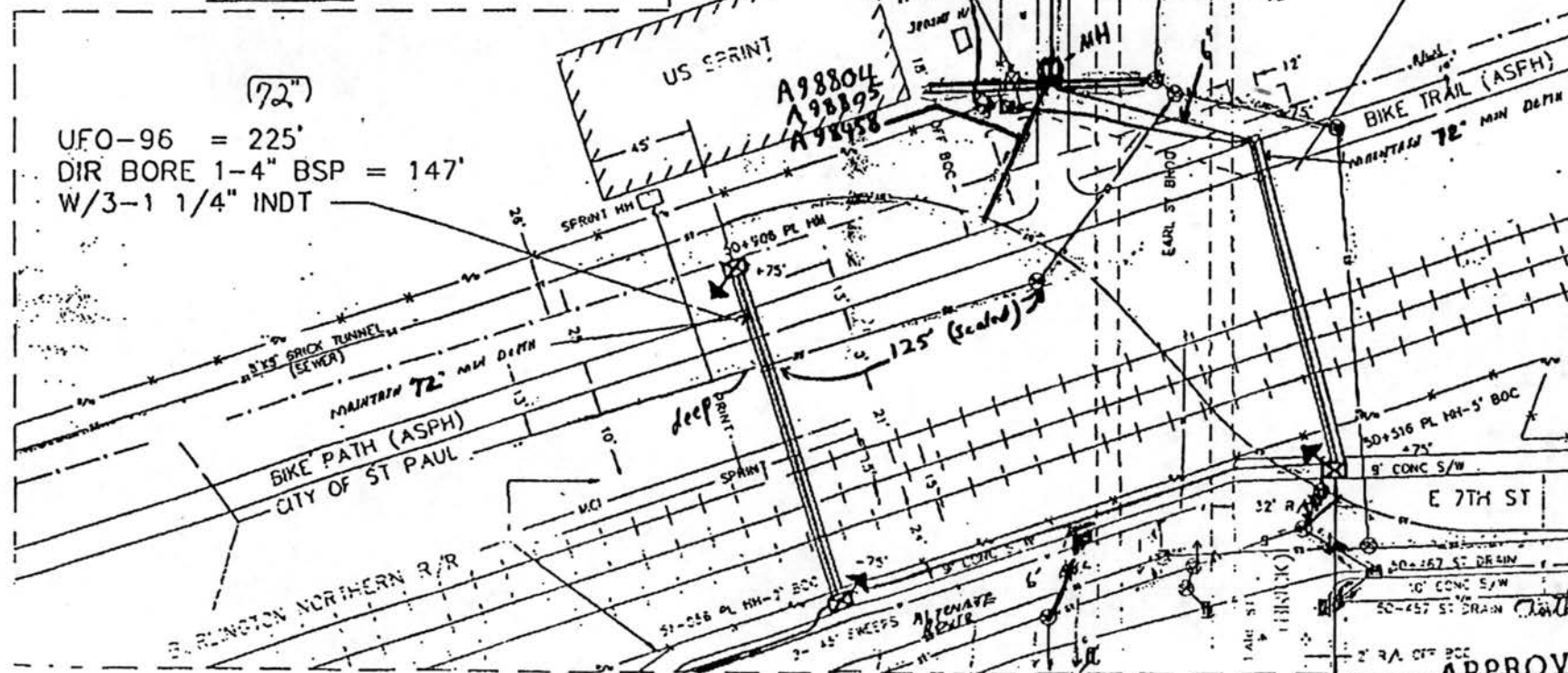
72"

Hand hole
moved to south
to avoid sewer
services.

UFO- 24 LENGTH T.A.O.
DIR BORE 1-4" BSP
W/3-1 1/4" NUT

Revision of
335

Brooks Fiber



SEE SHEET 55

APPROVED

DATE: 11/4 IN: R2

228 2-22-80

RECEIVED

APPROVED

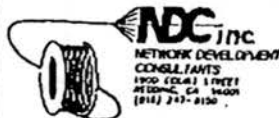
EXCEPT AS SHOWN ON THE
DEPARTMENT OF PUBLIC WORKS
OFFICE FILE

ST. PAUL

PHASE II

ST. PAUL, MINN

PROJECT NO. 1

[illegible]

BROOKS
FIBER
COMMUNICATIONS

100-100	100-100
100-100	100-100
100-100	100-100
100-100	100-100
100-100	100-100

ST. PAUL
PHASE II
ST. PAUL, MN
RAMSEY COUNTY

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR 43
EROF101

DATE (MM/DD/YY)
12/30/97

PRODUCER

Lockton Companies/St. Louis
1 Cityplace Drive, Suite 160
St. Louis MO 63141

Phone No. 314-432-0500

Fax No.

INSURED

Brooks Fiber Properties, Inc.
BFC of Minnesota, Inc.
425 Woods Mill Road South
Town & Country, MO 63017

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	North River Insurance Co.
COMPANY B	Gulf Insurance Company
COMPANY C	United States Fire Insurance
COMPANY D	#30

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	541028501 1 BLANKET CONTRACTUAL XCU Included	01/01/97	03/01/98	GENERAL AGGREGATE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OF AGG \$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,000,000
	☒ BLANKET A.I.				FIRE DAMAGE (Any one fire) \$ 300,000
C	AUTOMOBILE LIABILITY	1380185451	11/15/97	03/01/99	MED EXP (Any one person) \$ 15,000
	☒ ANY AUTO				COMBINED SINGLE LIMIT \$ 1,000,000
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS				PROPERTY DAMAGE \$
B	EXCESS LIABILITY	CU5849384	01/01/97	03/01/98	AUTO ONLY - EA ACCIDENT \$
	☒ UMBRELLA FORM				OTHER THAN AUTO ONLY: \$
	☐ OTHER THAN UMBRELLA FORM				EACH ACCIDENT \$
					AGGREGATE \$
					EACH OCCURRENCE \$ 25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4060078038 SUBJ TO 25,000/CLAIM DED.	01/01/97	03/01/98	AGGREGATE \$ 25,000,000
	☒ INCL				RETENTION \$ 10,000
	☐ EXCL				☒ WORKERS' COMP. LIMITS ☐ OTHER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$ 1,000,000
	OTHER				EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, ITS OFFICIALS & EMPLOYEES ARE INCLUDED AS ADD'L INSURED UNDER GENERAL LIABILITY AS RESPECTS THE OPERATIONS OF THE INSURED. RE: CONSTRUCTION OF FIBER OPTIC CABLE ON THE CITY OF ST. PAUL, MN, EARL STREET VICINITY.

CERTIFICATE HOLDER

RAMSEY CO. REG. RAILROAD AUTH.
ATTN: DENNIS BODIN
RAMSEY CO. GOV'T CENTER WEST
50 WEST KELLOGG BLVD., #665
ST. PAUL, MN 55102

30RAMS1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 60 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

S. Whitaker

ACORD CORPORATION 1988

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

Van Wollage 2/3/98

County Attorney

Paul Mac Miller 2/3/98

Risk Management

James 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

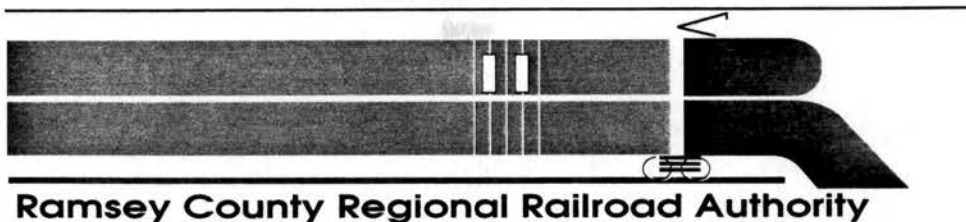
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the construction agreement on behalf of Ramsey County Regional Railroad Authority.

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

CONSTRUCTION AGREEMENT

This agreement, made this 12th day of December, 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 SPRINT COMMUNICATIONS COMPANY L. P. (hereinafter referred to as "Sprint").

It is agreed as follows:

1. This agreement will commence on the date of execution by RCRRA, and shall expire Ninety (90) days thereafter.
2. The land covered by this agreement is that portion of the RCRRA Northeast Corridor right of way as shown colored in yellow on Exhibit A attached hereto and made a part of this agreement (hereinafter the "premises").
3. Sprint 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.
4. Once the Cable has been installed, Sprint 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. When completed, the permit shall be executed by RCRRA and SPRINT.
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. Sprint will conduct its activities in a manner that minimizes the disturbance to the premises, and will restore and repair any disturbed areas created by its use of the premises to the condition acceptable to RCRRA. The premises will not be used for the storage of equipment, vehicles, or debris. All work to be performed on the premises by Sprint shall be done in a manner which does not disturb, block, or in any way prevent the use of the recreational trail which crosses the premises.

7. Sprint shall protect, indemnify, hold harmless and defend RCRRRA, it's commissioners, employees, and agents, from and against any and all cost, expense, liability, damages, loss, claims, or actions, including attorney's fees, arising out of or by reason of any act or omission of Sprint, it's agents or employees, in the execution, performance or failure to adequately perform Sprint's obligations pursuant to this agreement.
8. Sprint shall purchase and maintain such insurance as will protect Sprint from claims which may arise out of the work of any Contractor including but not limited to the following:
 - A. Liability Insurance

Commercial General Liability Insurance (CGL)

Minimum limits:

\$750,000 each event limit
\$1,000,000 general aggregate
\$1,000,000 products/completed operations
total limit
\$750,000 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 agreement or on a blanket basis
- e. "X,C,U" Hazard Liability
- f. Personal Injury Liability - including claims related to employment and coverages a through e
- g. Broad Form Property Damage Liability

RCRRRA officials and employees shall be added as additional insured with a cross liability/cross suits clause for the protection of RCRRRA.

- 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. The agent shall certify whether or not he/she has errors and omissions coverage. The insurer shall have a Bests' rating not less than a B+.
- E. The insurance company shall give sixty (60) days' written notice to both Sprint 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 _____

By Kathryn Despiegelaere 1/29/98
Kathryn Despiegelaere Date
Director

Insurance approved:

By Denise Kapler 1-21-98
Denise Kapler Date
Risk Management

Approved as to form and execution:

By David F. MacMillan 1-10-98
David F. MacMillan Date
Assistant Ramsey County Attorney

Budget and Accounting:

By James Van Houdt 1/27/98
James Van Houdt Date
Director

SPRINT COMMUNICATIONS COMPANY L.P.

By James B. Farris, Dir 12-19-97
James B. Farris, Director Date
Real Estate Acquisition and
Administration

ACORD CERTIFICATE OF LIABILITY INSURANCE

04/01/99

DATE (MM DD YY)
01/02/98

PRODUCER

71
Lockton Companies
P.O. Box 419351
Kansas City Mo 64141-6351
(913) 676-9000

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 CONTINENTAL CASUALTY CO.

COMPANY

B TRANSPORTATION INS.CO.

COMPANY

C

COMPANY

D

INSURED

7759
SPRINT COMMUNICATIONS CO., LP
P.O. BOX 11315
KANSAS CITY, MO 64112

COVERAGES

9E

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 X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT	GL157347417	04/01/96	04/01/99	GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PERSONAL & ADV INJURY \$ 2,000,000 EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ 250,000 MED EXP (Any one person) \$ XXXXXXXXXX
A X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	BUA 157347434 (AOS) BUA 157347420 (TX)	04/01/96	04/01/99	COMBINED SINGLE LIMIT \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXXXX PROPERTY DAMAGE \$ XXXXXXXXXX
	GARAGE LIABILITY ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXXXX AGGREGATE \$ XXXXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: OTHER	INCL *WC157347272 EXCL	04/01/96	04/01/99	X WC STATU- OTH- TORY LIMITS ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 SAME AS ABOVE
B	*WORK COMP.	WC157347448	04/01/96	04/01/99	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECTS TO LIABILITY COVERAGE. ONLY AS REQUIRED BY CONTRACT. RE: INSTALLATION OF FIBER OPTIC CABLE LOCATED: 845 EARL STREET, ST. PAUL, MN

CERTIFICATE HOLDER

285458
RAMSEY COUNTY REGIONAL RR AUTHORITY
50 WEST KELLOGG BLVD.
ST. PAUL MN 55102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[Signature]

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Authorized Signature

Date

K. DeSpiegelaere
3/2/98

Board Action Requested

- 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.

ACTION IS REQUESTED

Request Justification

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

Budgeting and Accounting

Vern Wallace *3/3/98*

County Attorney

Paul M. Kelle

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

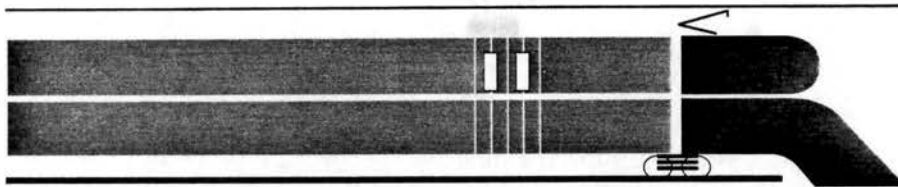
RESOLVED, That the lease is hereby approved; and Be It Further

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} ~~3M~~ ₃₀₋₅₈
\$ ~~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: ~~4,750,000~~ ~~X 44,750,000~~
\$ ~~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 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: 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° 01' 38" East along the east line of said Southwest Quarter a distance of 1419.81 feet; thence South 74° 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° 12' 25", and whose chord is on a bearing of South 77° 26' 02" West; thence South 74° 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° 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° 15' 09"; thence North 13° 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° 15' 09", and whose chord is on a bearing of North 76° 15' 03" East; thence South 14° 22' 31" East a distance of 11.00 feet to the point of beginning.

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 Worlage 3/3/98

County Attorney

David M. Hall

Risk Management

Denise G. Keph. 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

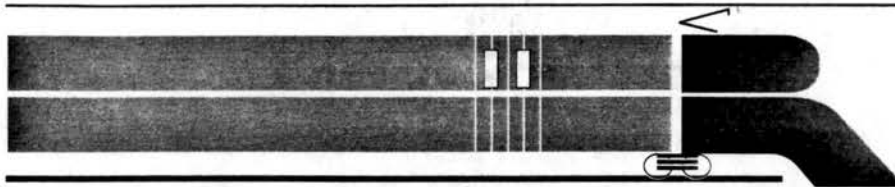
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the lease on behalf of Ramsey County Regional Railroad Authority.

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~~ ^{X HK 1-30-98}
 \$ ~~600,000~~ each event limit
 \$ 1,000,000 general aggregate
 \$ 1,000,000 products/completed operations total limit
 \$ ~~600,000~~ ^{X HK 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

RCJ

Minimum limits: ~~\$ 750,000~~ ^{X HK 1-30-98}
 \$ ~~600,000~~ per occurrence
 \$ 1,000,000 aggregate

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~~ ^{X HK 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
David F. MacMillan Date
Assistant Ramsey County Attorney

By _____
Rafael Ortega Date
Chair

Insurance approved:

Denise Kapler 1-27-98
Denise Kapler Date
Risk Management

MINNESOTA MINING AND MANUFACTURING COMPANY

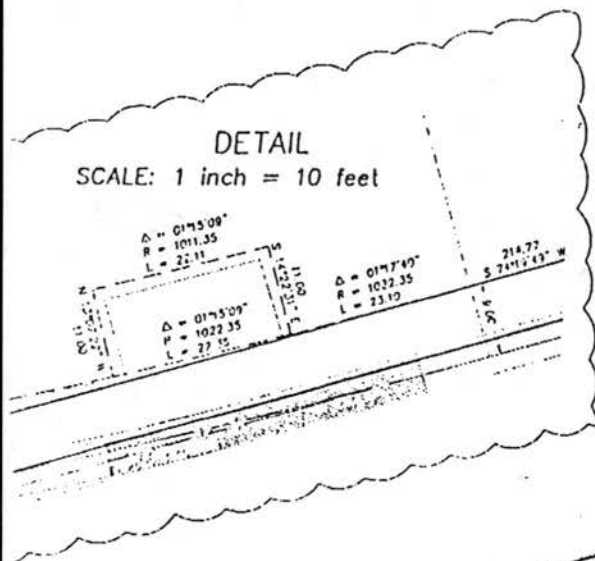
By _____
Its Robert C. Jacobs, Director
Facilities Engineering & Real Estate

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: LNE021

DETAIL

SCALE: 1 inch = 10 feet



SEE DETAIL

SCALE: 1 inch = 40 feet

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

13

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Despiegelae
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. Hays 2/3/98

County Attorney

Dail Marshall 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

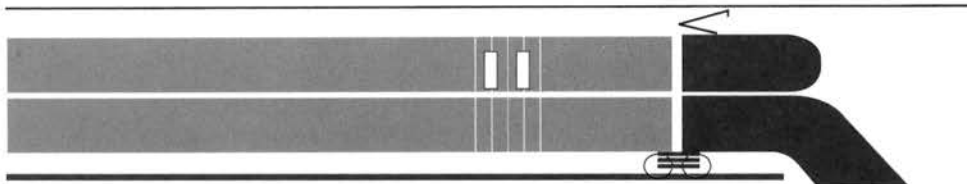
Fund Balance: Beginning of Year	\$ 65,648.64
Add: Revenues (Not Including 1996 Carryover)	3,938.12
Less: Expenses	<u>(150.00)</u>
Fund Balance: End of Year	<u>\$ 69,436.76</u>

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								
97 Legislative Reception	02/13/97				150.00					\$ 65,648.64
YTD Interest Revenue (projected)	11/30/97		3,938.12							65,498.64
										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>	



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 24, 1998

(Immediately following the 1:30 p.m. Administrative Board Meeting)

COUNCIL CHAMBERS - 3RD FLOOR COURTHOUSE

1. Procedures/Past Practices/Recommendations on Right of Way Permits
2. * a) Approve the Construction Agreement and Permit between RCRRA and MCI Telecommunications Corporation to Install and Operate a 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 and Permit on Behalf of RCRRA.
3. * a) Approve the Construction Agreement and Permit Between RCRRA and Brooks Fiber Communication of Minnesota to Install and Operate a 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 and Permit on Behalf of RCRRA.
4. * a) Approve the Construction Agreement and Permit Between RCRRA and Sprint Communications Company L.P. to Install and Operate a 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 and Permit on Behalf of RCRRA.
- * Action is requested

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

3/19/98
Date

Board Action Requested

Procedures/Past Practices/Recommendations
on Right of Way Permits

DISCUSSION ONLY

Request Justification

- See attached:
1. Memo from K. DeSpiegelaere
 2. Northeast Corridor Management Plan
 3. Policies from RCRRA Procedure Manual for Right of Way Specialist

Budgeting and Accounting _____

County Attorney _____

Risk Management _____

Documentation certified complete for:

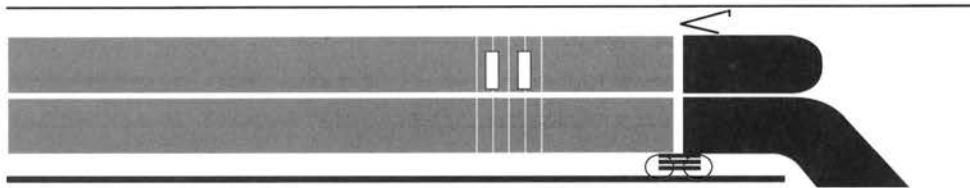
March 24, 1998

Board Date

Kristine A. Longhenry
Signature

3-19-98

Date



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: Procedures, past practices and recommendations on right of way permits

Date: March 19, 1998

Several issues were raised at the March 17th Board Meeting concerning indemnification, rental rates, and seeking approval for construction agreements and permits separately.

Past practices regarding these matters have been based on guidelines given in the Northeast Corridor Management Plan adopted by the RCRRA in Resolution R94-13, dated April 26, 1994 and administrative practices set forth in the Procedures Manual relating to real property management.

Indemnification – use language in existing permits and get County Attorney approval for any changes.

Rental rates – charge a minimum of 5% of the appraised value per square foot. The right of way was divided into 12 segments and the appraised values were estimated from comparable sales. The values range from \$0.16 per square foot to \$1.65 per square foot. The base price for the permit fee depends on which segment(s) it is in. The property was purchased for \$0.38 per square foot.

Permits and Construction Agreements – timing of board submittals. Past practice has been to seek approval for the construction agreement, then seek approval for the permit after the facility was built.

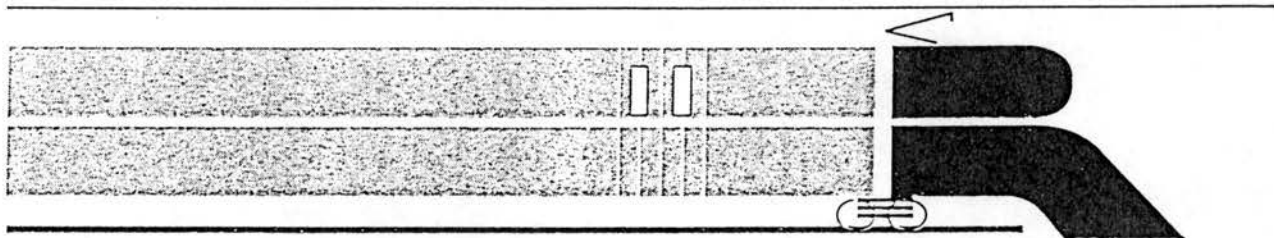
Recommendations:

Indemnification – continue present practice;

Rental rates – maintain same rental rates but reappraise the base rates every 6 years;

Permits and Construction Agreements – for today, combine the construction agreements and permits, and approve and authorize the Chairman to sign them. In the future, combine the documents into one document entitled permit.

Northeast Corridor Management Plan



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

April, 1994

RECOMMENDATIONS

Based on a review of the practices of other jurisdictions, written policies regarding use and management of property appear to be infrequently adopted and prepared as a response to specific, repeated problems. Instead, issues are evaluated situationally using general guidelines that have developed on a staff level, but have not been placed in written form. These guidelines include the actual decision-making criteria and processes used to resolve identified problems.

The guidelines recommended for RCRRA are based on the written and unwritten management practices of other entities as they best apply to RCRRA and its property.

The recommendation is to adopt the following guidelines, rather than inflexible rules, and to allow RCRRA to modify its guidelines at any time. The guidelines are consistent with RCRRA's authority to acquire, use, and dispose of property as it sees fit, in accordance with Minnesota Statutes 398A.

Use of property

Requests for use of the right of way must be made in writing to RCRRA, and will be addressed using the following guidelines:

1. All uses of the right of way must be documented with a written agreement.
2. Requests for usage will be evaluated by RCRRA staff on a situational basis, as follows (see also Figure 2):
 - a. Any usage which adversely affects the present or planned future use of the property will not be permitted.
 - b. Any usage which may be illegal, which may cause environmental damage, or which may create a security or liability concern for RCRRA or the surrounding community will not be permitted.
 - c. All permits issued will be subject to the following conditions:
 1. Payment to RCRRA of a \$100 administrative processing fee, which may be waived for other governmental entities,
 2. RCRRA's option to cancel the agreement upon no more than 30 days written notice,
 3. At termination the premises must be vacated and restored to its former state at the sole cost and responsibility of the user,
 4. Assignability only with the consent of RCRRA,
 5. The user's evidence of liability insurance at levels recommended

by Ramsey County Risk Management, with RCRRA named as an additional insured on the policy, and

6. Additional conditions that may be imposed to protect the health, safety, or welfare of the public or to protect any public or private property interests, as determined by RCRRA staff.

Permits containing these conditions may be issued for any of the following uses at the discretion of the director of RCRRA, and will not be subject to RCRRA approval:

- i. Temporary uses (less than one year in duration),
- ii. Uses which may benefit RCRRA property, or
- iii. Uses for a public, not-for-profit purpose.

The director of RCRRA may choose at any time to bring any use request, including those not subject to RCRRA approval, to RCRRA for action.

- d. For those uses which cannot be considered temporary, or for those uses which solely benefit the encroaching party and do not benefit the RCRRA property, a negotiated agreement must be reached which will be subject to the approval of RCRRA. Any such agreement must provide for either a fair market rent, with provisions for future escalation, or a one-time payment based upon the diminished value of the land.
3. Non-permitted uses under the above guidelines may be granted only with a variance approved by RCRRA.

Access to property (see also Figure 3)

Access restrictions may include, but will not be limited to, fencing, tree planting, or earthen berms. The type of restriction to be installed will be dependent upon purpose, location, and cost. It is not anticipated that fencing will be installed in residential neighborhoods, although that right will be reserved by RCRRA under the conditions noted below.

RCRRA staff will control access to the corridor under the following circumstances:

1. To prevent trespass onto adjoining property or unauthorized encroachment. Access restriction will be used as a last resort to resolve such problems, and will be installed only when all other reasonable means of resolution are not successful.
2. To remedy a security or liability risk. Access restriction will be installed in such cases where it is determined that such restriction will serve to protect users of the property and/or the property itself from harm. RCRRA staff will confer with the appropriate Ramsey County staff, including Risk Management, Environmental Health, and the County Attorney,

in making this decision.

3. To prevent repeated incidents of dumping and the cost of cleanup. This will be a cost decision made by staff.

Cost responsibility for the installation and maintenance of any access restriction will be negotiated with adjoining property owners and users of the corridor.

Sale of property (see also Figure 4)

Requests for sale of property will be addressed using the following guidelines:

1. Property considered for sale will first be reviewed by RCRRA staff and/or its consultants to determine whether it should be considered surplus. RCRRA staff will confer with the Parks and Recreation Departments of Ramsey County and the City of St. Paul in making this decision.
2. If property is deemed surplus by staff, the proposed sale will be brought to the RCRRA for their review. The RCRRA will be asked to give staff the approval to negotiate a sale of the property and to officially declare the property surplus to the needs of RCRRA.
3. If the value of the property is determined by RCRRA staff to be more than \$1,000, RCRRA staff will have the property appraised by one or more qualified appraisers.
4. A direct sale may be negotiated under the following circumstances:
 - a. The property is subject to right/s of refusal, and the holder of a refusal right wishes to acquire the property;
 - b. The property is needed for the economic well-being of an adjoining property owner or a lessee who currently occupies the property;
 - c. The property is desired by the State of Minnesota, a local government unit, or a non-profit organization with a mission complementary to that of RCRRA.
5. If a direct sale is not negotiated, the property will be offered for sale to the public through a sealed bid offering. Notice of this offering will be published in a manner to bring the sale to the attention of the greatest number of potential purchasers.

If no acceptable bid is received, RCRRA staff may pursue a negotiated sale with any party who may be interested in purchasing, whether the sale be direct or through listing with a real estate broker.

6. Under any of the above scenarios, if a sale agreement is reached, the terms of sale will be brought to the RCRRA for their approval. A sale will be generally acceptable at a price not less than the appraised value of the

property.

7. Once RCRRA approval has been granted, the sale of the property may be closed.

Information program

Prior to commencing its management activities, RCRRA intends to communicate this plan to those persons and property owners who will be affected by it. This includes contacting each of the neighboring property owners along the right of way by mail, and, where needed, in person.

This plan will also be presented to the Cities of Maplewood and St. Paul and the appropriate St. Paul community councils for their information.

An immediate step in informing the public as to the ownership and management of this property will be the installation of boundary markers. These markers will be placed along the entire boundary of the right of way. The markers will be durable and visible monuments which will assist in the enforcement of property boundaries, thus providing a method of resolving encroachment disputes. The markers will also serve an informational purpose, providing information as to ownership, use, and future plans for the property.

Entrance signs will also be placed at the access points of the right of way which can be easily seen by the users of the recreational trails. The entrance signs will include a statement that the recreational trails have been developed with the concurrence of RCRRA and that light rail transit and trails may jointly occupy the right of way in the future.

RCRRA has established a telephone number to deal exclusively with questions, comments, and concerns relating to the northeast corridor right of way. This number, 266-2759, will be provided to adjoining property owners, and will also be included on each boundary marker and entrance sign.

POLICIES

2. A. RCRRA has not established any policies relating to the real property it owns. The RCRRA board has adopted guidelines and staff follow certain administrative practices pertaining to real property management.

2. B. RCRRA's guidelines with respect to:

- i. Use of property
- ii. Access to property
- iii. Sale of property

are outlined in the Northeast Corridor Management Plan (Exhibit 2A). These guidelines are intended to be flexible and may be extended or revised to apply to other properties RCRRA may purchase in the future, as appropriate.

These guidelines are applied in a consistent manner. Non-permitted activities will only be allowed with board consideration and approval.

2. C. RCRRA staff have adopted administrative practices in managing the RCRRA property, as follows:

- i. Requests for sale. RCRRA practice has been not to sell or grant any permanent rights to its property until such time that it is developed for use. A decision on how much land RCRRA needs for LRT with specific dimensions won't be available until LRT is actually designed, an event unlikely to occur for several years. Until such development decisions are made, RCRRA staff has recommended certain uses of RCRRA property be allowed under cancelable permits, easements, and lease agreements.
- ii. Location of fencing. RCRRA practice in the placement of boundary fencing has been to establish the fence on the property line, unless an agreement has been reached with the adjoining property owner for their use of the land outside of the fence, or if statute or ordinance dictate otherwise.
- iii. Negotiated agreements. RCRRA practice in the negotiation of leases, permits, and other temporary agreements has been to require the following standard conditions:
 - a. Termination. RCRRA retains the right to terminate any lease, license, or permit,

generally upon thirty days written notice to the other party. Easements granted for buildings or other structures contain a term which coincides with the life of the improvement.

- b. Maintenance and operations. New leases, licenses, or permits executed by RCRRA are absolute net agreements, with the property user assuming all responsibility for property maintenance, taxes and assessments, and insurance.
- c. Rent. RCRRA practice has been to set rental rates at a fair market return, with a minimum of 5% of market value per year. RCRRA's original appraisal of its property has been used to establish a value for the land being used.

A rental rate of greater than 5% can be negotiated, depending upon the terms of the agreement and market conditions. The 5% base follows the established practice of HCRRA and reflects RCRRA's retention of a short-term cancellation clause.

The minimal payment which RCRRA will accept for a negotiated agreement is \$100, in order to, at minimum, offset the administrative costs for processing the agreement. Rent is waived for other governmental agencies.

- d. Term. The term of an agreement is based on negotiation between the parties and the projected future need for the property by RCRRA and/or its assigns.

RCRRA staff have used the following guidelines to negotiate agreements for specific uses:

1. Unauthorized residential encroachments:

5% of fair market value	Term	Rent
-----	-----	-----
< \$33	3 years	\$100
\$33 - \$100	indefinite	\$100/year
> \$100	indefinite	5% of FMV/year

2. Commercial leases. Leases have been negotiated which provide the tenant with a 10 year term, with up to two renewal options. The future need for the RCRRA property will be evaluated at the end of each term and the agreement renewed or canceled, as appropriate. RCRRA retains the option to terminate the agreement at any time, as noted above.
3. Utilities. Because these land uses are generally long-term, a specific term is not specified, with RCRRA retaining the right to cancel the agreement upon 30 days notice.

As time goes on, other administrative practices will likely evolve and should be documented and added to this listing.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

3/19/98
Date

Board Action Requested

- A) Approve the Construction Agreement and Permit between RCRRA and MCI Telecommunications Corporation to Install and Operate a Fiber Optic Cable Along the 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 and Permit on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

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

Budgeting and Accounting _____

County Attorney _____

Risk Management _____

Documentation certified complete for:

March 24, 1998

Board Date

Kristine A. Longhenry
Signature

3-19-98

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 and operate a fiber optic communications cable; and

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

WHEREAS, The granting of this construction agreement and permit 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 and permit are hereby approved; and Be It Further

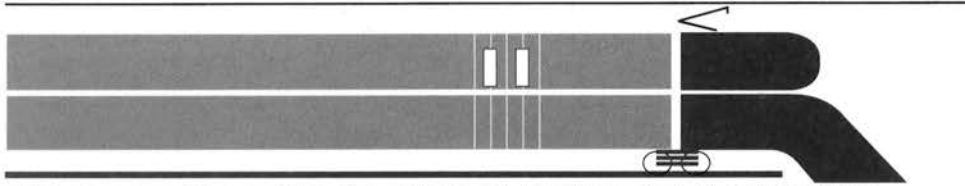
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the construction agreement and permit on behalf of Ramsey County Regional Railroad Authority.

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 and Permit between Bush Ave. and Earl St., St. Paul
MCI Telecommunications Corporation

Date: March 19, 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 and operate 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 and operating 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 and permit 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 and permit 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 RCRRA, 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.

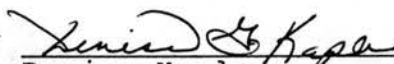
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

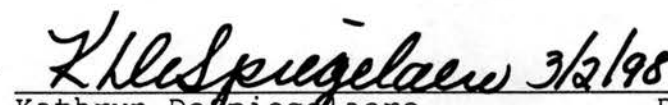
By _____
Rafael E. Ortega
Chair

Dated _____

Insurance approved:

By  2-13-98 Date
Denise Kapler
Risk Management

By  _____ Date
David F. MacMillan
Assistant County Attorney

By  3/2/98 Date
Kathryn Despiegelaere
Director, RCRRA

MCI TELECOMMUNICATIONS CORPORATION

By  _____ Date
Keith E. Steiner
Vice President



MCI SERVICES
2250 LAKE SIDE 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

PERMIT

THIS PERMIT, made this _____ day of _____, 1997, (the Execution Date), 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 MCI Telecommunications Corporation, party of the second part (hereinafter referred to as "MCI").

WITNESSETH:

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 a strip of land of varying widths located between Bush Avenue and Earl Street, all in St. Paul, Minnesota (hereinafter referred to as "right of way"), as evidenced by Quit Claim Deed on file and of record in the office of the Ramsey County Recorder as document no. 2693267; and

WHEREAS, MCI has requested permission and a written agreement from RCRRA to construct, reconstruct, install, reinstall, surveil, operate, maintain, repair, and remove an underground fiber optic communications cable and related appurtenances for providing and transmitting signals for communications purposes (hereinafter referred to as "Cable") within RCRRA right of way; and

WHEREAS, RCRRA is desirous of cooperating with MCI, provided its future options for developing the right of way are not precluded;

NOW THEREFORE, it is agreed as follows:

1. License to use. RCRRA does hereby grant and convey unto MCI a permit for the construction, reconstruction, installation, reinstallation, surveillance, operation, maintenance, repair, and removal of a fiber optic communications cable and related appurtenances, along with reasonable access thereto, and for no other purpose, within the right of way property shown and described on Exhibit "B", which is also the as-built plan prepared by MCI (hereinafter referred to as "Premises"), hereto attached and made part of this permit agreement.
2. Consideration. In consideration of the foregoing, and along with the promises and covenants herein contained, MCI will pay to RCRRA the annual sum of \$1,283.50 for (5,134) linear feet of right of way calculated at a rate of twenty-five cents (\$0.25) per linear foot for underground facilities

and shall be due and payable to RCRRA annually from the Execution Date of this Agreement.

The annual fee for this permit will be renegotiated after five years between the parties to this agreement. It is the intent of the RCRRA to adjust the fee to reflect changes in value of the real estate as estimated from comparable sales and/or the Consumer Price Index.

3. Ownership. The cable and related appurtenances shall be and remain at all times the personal property of MCI and shall not be considered a part of the real property owned by RCRRA upon which the premises are located, regardless of the manner of attachment to or the method of installation below the premises.
4. Maintenance. All costs of maintaining and repairing the cable shall be the sole responsibility of MCI. Any installation, reinstallation, reconstruction, maintenance, repair, or removal of the communications system shall be done by MCI in accordance with written specifications to be approved in advance by RCRRA. Such approval will not be unreasonably withheld or denied. In the event of an emergency demanding immediate examination of or repairs to the communications system, MCI shall not be deemed in breach of this agreement if it takes reasonable steps to provide RCRRA an any other affected parties telephonic or verbal notice prior to entry upon the premises.
5. Restoration. MCI shall be responsible, without cost to RCRRA, to repair and restore to the reasonable satisfaction of RCRRA any damage or destruction of property to whomsoever belonging which may be made necessary by reason of the use of said premises for said cable. Any excavation or filling made on the premises pursuant to this permit shall be done in such a manner as to not interfere with existing lines of drainage or improvements located within the premises. Disturbed areas are to be seeded with MnDOT 1200 Seed Mixture at a rate of 20 pounds per acre. Wood fiber blankets, anchored with No. 11 U-shaped staples are to be installed to protect seeded areas.

MCI further agrees that if RCRRA or its successors or assigns utilize the premises for the purpose of Light Rail or any other form of rail transit, any repairs, maintenance, or removal of the cable shall be performed in a manner which will not interrupt the rail services for any duration. RCRRA shall advise MCI of its requirements in the scheduling of activities, repairs, maintenance, or removal of MCI's cable required under this paragraph and MCI shall comply with said requirements.

6. Relocation. In no case shall any part of the cable be located in a manner that will interfere with any facilities or operations of RCRRA, its licensees, lessees, or easement holders. At the request of RCRRA, MCI, at its sole cost and expense, shall relocate any of the communications system to other areas of the right of way as determined by RCRRA, for any reason deemed necessary by RCRRA.

Provided, however, that in the event the RCRRA request to MCI to move the communication system is for the benefit of a third party, other than an agency or department of the United States government, the State of Minnesota, the County of Ramsey, or any other local governmental unit, that the RCRRA shall require that such third party shall pay the reasonable cost to relocate the communication system.

7. Termination. The permit may be terminated by either party by giving ninety (90) days notice in writing to that effect to the other party. Upon termination of this permit as to all or any portion of MCI's cable, MCI shall have ninety (90) days to remove its cable from the right of way and restore the premises to the satisfaction of RCRRA. If MCI shall so fail to do, RCRRA may remove or otherwise dispose of the cable as it sees fit at the expense of MCI, without any liability for damages.
8. Abandonment and default. If MCI abandons its use of the premises for the installation, operation, maintenance or repair of said communications system, or should MCI fail to perform any of the conditions herein expressed after written notice and a reasonable opportunity to cure, the permit herein granted shall immediately cease, terminate, and revert to RCRRA, and RCRRA shall have all rights accorded to it for the recapture of its premises as provided by law.
9. Taxes. MCI shall pay any and all taxes, special assessments, or other charges which may be levied against the premises as a result of this permit.
10. Indemnification. MCI hereby agrees to protect, indemnify, hold harmless and defend RCRRA, its commissioners, employees, and agents, from and against any and all cost, expense, liability, damages, loss, claims, or actions, including attorney's fees, arising out of or by reason of any act or omission of MCI, its agents or employees, in the execution, performance or failure to adequately perform MCI's obligations pursuant to this agreement.

MCI acknowledges that the installation of this cable within

RCRRA's right of way involves risk as a result of the operations and facilities of RCRRA, its licensees, lessees, and easement holders, which risk will not be assumed by RCRRA. RCRRA shall not be liable to any party, including third parties, for any damage to the cable (including loss of same, of interference with or disruption of service or use thereof, and also including any consequential damages), even if such damage, interference, or disruption is caused or contributed to by the negligence of RCRRA, its licensees, lessees, and easement holders.

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

A. Liability Insurance

Commercial General Liability Insurance (CGL)

Minimum Limits:

\$750,000 each event limit

\$1,000,000 general aggregate

\$1,000,000 products/completed operations total limit

\$750,000 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 agreement or on a blanket basis
- e. "X,C,U" Hazard Liability
- f. Personal Injury Liability - including claims related to employment and coverages a through e

RCRRA officials and employees shall be added as additional insured on said policies.

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. The insurance company shall give thirty (30) days' written notice to both MCI and RCRRA of cancellation, non-renewal, or any material changes in the policy and certificates of insurance.
- F. Nothing in this permit shall constitute a waiver by RCRRA of any statutory or common law immunities of liability limitations.
12. Notices. Written notices required under this agreement shall be addressed to RCRRA at:

Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
St. Paul, MN 55102
RE: PNE070

and to MCI at:

MCI Telecommunications Corporation
2250 Lakeside Boulevard
Richardson, Texas 75082
Attention: Vice President

with copy to:

MCI Telecommunications Corporation
2400 N. Glenville Drive
Richardson, TX 75082
Attention: Law & Public Policy

13. Assignment. MCI shall not transfer, assign, sell, sublet, sublicense, or otherwise convey its interest in this permit without the prior written consent of RCRRA.

14. Non-exclusivity. This permit is non-exclusive and is granted subject to the outstanding rights of others to occupy the premises. 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 communications system. RCRRA does not warrant its title to the premises nor undertake to defend MCI in the peaceable possession, use or enjoyment thereof.

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Rafael E. Ortega _____ Date
Chair

Kathryn DeSpiegelaere _____ Date
Kathryn DeSpiegelaere
Director

Approved as to form and execution

Karen Kushner *3/19/98*

David F. MacMillan *Karen Kushner* Date
Assistant Ramsey County Attorney

Insurance approved:

Denise A. Kapler *3-18-98*

Denise Kapler Date
Risk Management

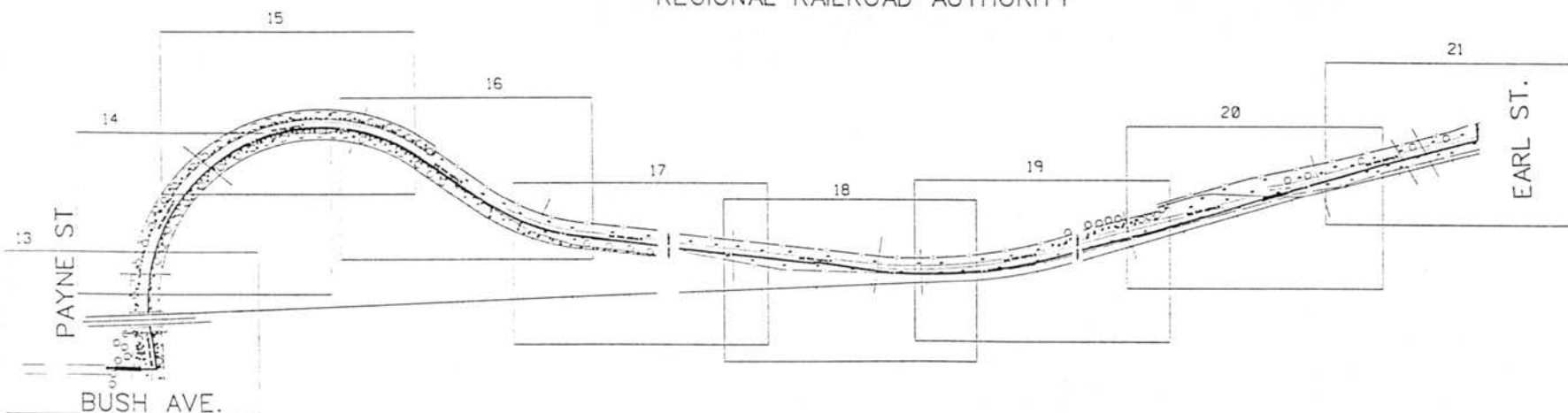
MCI TELECOMMUNICATIONS CORPORATION

By *[Signature]* _____ Date
Keith E. Steiner
Vice President

17

INDEX SHEET

REGIONAL RAILROAD AUTHORITY



PROJECT:	017742
SPAN:	
MINNEAPOLIS TO ST. PAUL	

[illegible]

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION

**TITLE: FIBER OPTIC CABLE ROUTE
TOUCH AMERICA THIRD-PARTY BUILD.**

DATE:	10-20-97
ENGINEER:	B.E.C.
DRAWN BY:	QUT

REVISIONS		
DATE	DESCRIPTION	INITIALS
3-14-98	CHANGE R/L	RLK

1. 2000年1月1日起，凡在境内销售货物或提供应税劳务、服务的企业，其销售额中超过100万元的部分，应按1%的税率缴纳附加费。该附加费将作为地方教育附加费，用于支持地方教育事业的发展。

2. 2000年1月1日起，凡在境内销售货物或提供应税劳务、服务的企业，其销售额中超过100万元的部分，应按1%的税率缴纳附加费。该附加费将作为地方教育附加费，用于支持地方教育事业的发展。

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[illegible]

SCALE	
HORIZONTAL:	N/A
VERTICAL:	N/A
MP	TO MP
SHEET 12	OF 21
DWG. NO. BKEIND1.DGN	



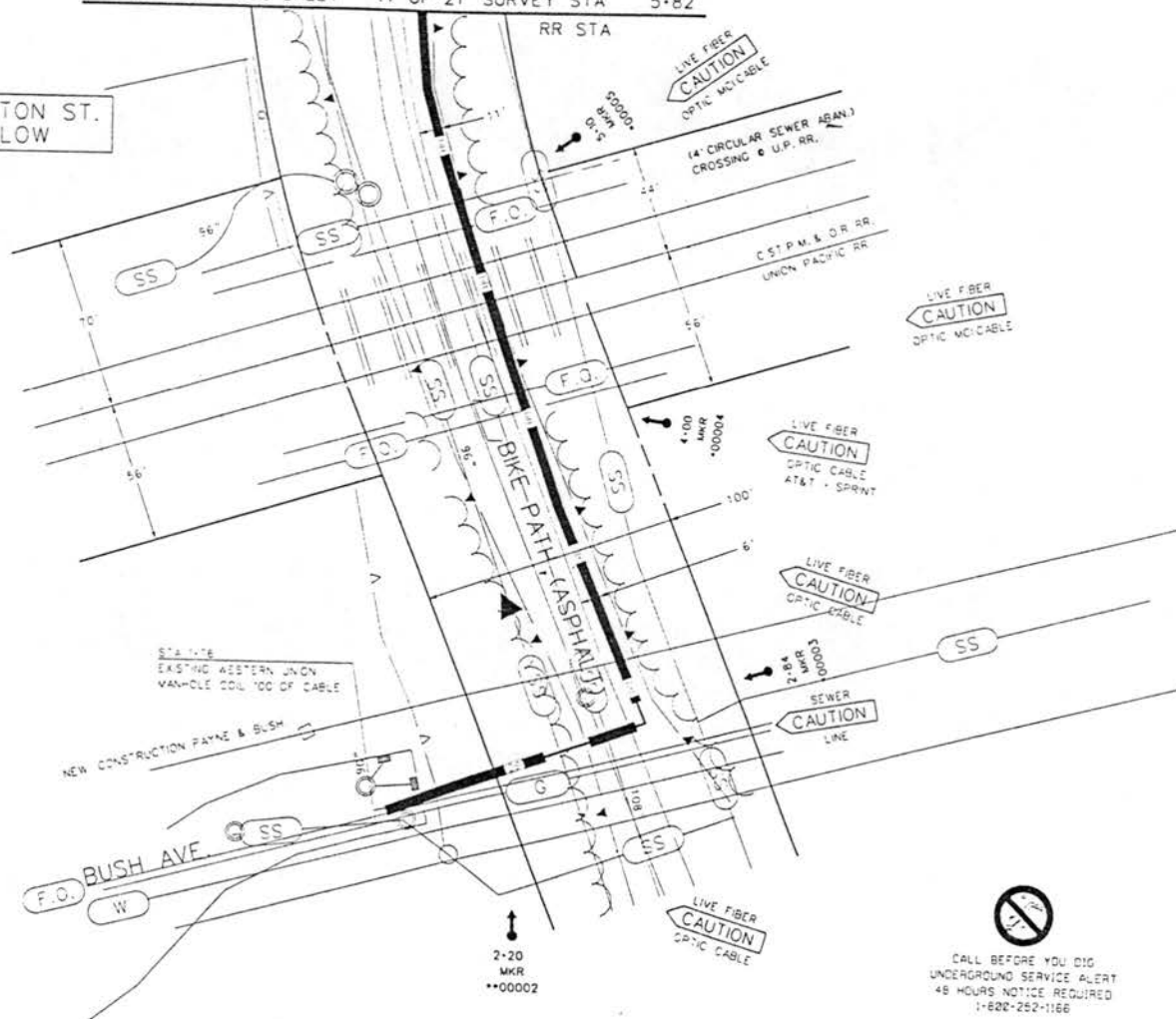
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-800-272-1000

CITY OF ST. PAUL, MN.
RAMSEY COUNTY

1-76 1 4"O 4"O 4"O 4"O CABLE	1-76 2 2"O 2"O 2"O 2"O ASPHALT	1-76 3 6"O-60" 6"O 6"O 6"O 1-4" HDPE W/ 3-1/4" INDT.	2-61 4 2"O-60" 2"O 2"O 2"O 1-4" HDPE W/ 3-1/4" INDT.	2-61 5 2"O-60" 2"O 2"O 2"O 1-4" PVC W/ 3-1/4" INDT.	2-61 6 2"O-60" 2"O 2"O 2"O 1-4" PVC W/ 3-1/4" INDT.	2-64 7 6"O-60" 6"O 6"O 6"O 1-4" PVC W/ 3-1/4" INDT.
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MATCH LINE SEE SHEET 14 OF 21 SURVEY STA 5+82

EDGERTON ST.
OVERFLOW



NOTE: PAVEMENT FOR
TRAIL IS GENERALLY
12' WIDE

CALL GREG REESE
612-488-7291 EXT. 306
48 HRS. PRIOR TO
CONSTRUCTION.

NOTE: UTILITIES SHOWN ARE FROM FIELD OBSERVATIONS AND AVAILABLE RECORDS
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LOCATE AND VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
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TO THE CITY OF ST. PAUL, MN. SPECIFICATIONS.

PROJECT: 017742

SPAN:

MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO.	QUANTITY
418	525'
118	28'
218	33'
638	353'
278	28 SF
7180	4

MC

TELECOMMUNICATIONS CORPORATION

NETWORK CONSTRUCTION

TITLE: FIBER OPTIC CABLE ROUTE

TOUCH AMERICA THIRD-PARTY BUILD

DATE: 10-12-97

ENGINEER: B.E.C.

DRAWN BY: D.M.H.

REVISIONS

DATE	DESCRIPTION	INITIAL
12-97	CHG'D R/L	DH

SCALE

HORIZONTAL: 1"=50'

VERTICAL: 1"=50'

MP - TO MP -

SHEET 13 OF 21

DWG. NO. 01774205.DGN

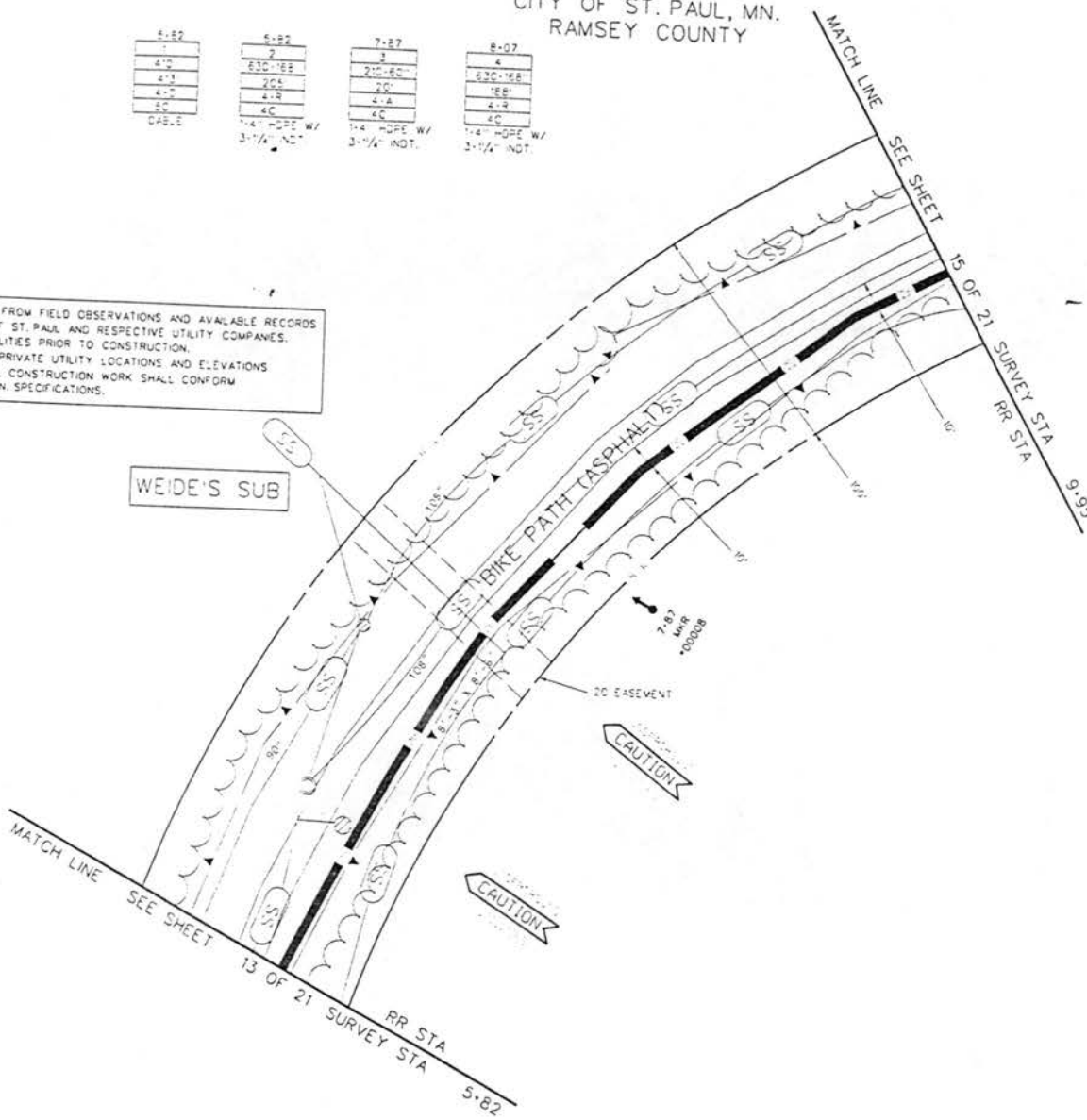
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-800-252-1166

CITY OF ST. PAUL, MN.
RAMSEY COUNTY

5-82	5-82	7-87	8-07
4"0	2	3	4
4"1	630-168	210-60	620-168
4"2	204	20	168
4"3	418	418	418
4"4	40	40	40
CABLE	1-4" HOPE W/ 3-1/4" INDT.	1-4" HOPE W/ 3-1/4" INDT.	1-4" HOPE W/ 3-1/4" INDT.

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612-488-7291 EXT. 306
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PROJECT: 217742		
SPAN:		
MINNEAPOLIS TO ST. PAUL		
CLARIFICATION NO.	QUANTITY	
412	413'	
212	20'	
832	263'	
7120		
MCI TELECOMMUNICATIONS CORPORATION NETWORK CONSTRUCTION TITLE: FIBER OPTIC CABLE ROUTE THIRD AND NIELA THIRD PARTY BUILD		
DATE:	12-12-97	
ENGINEER:	B.E.C.	
DRAWN BY:	J.V.	
REVISIONS		
DATE	DESCRIPTION	INITIAL
12-97	CHG. 8/1	CH
SCALE HORIZONTAL: 1"=50' VERTICAL: 1"=50' MP - TO MP - SHEET 14 OF 21 DWG. NO. 21774225.DCN		

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UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-800-252-1166

CITY OF ST. PAUL, MN.
RAMSEY COUNTY



PROJECT: 017742
SPAN:
MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO.	QUANTITY
418	495'
210	28'
630	475'
7100	1

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TOUCH AMERICA THIRD-PARTY BUILD

DATE: 10-10-97

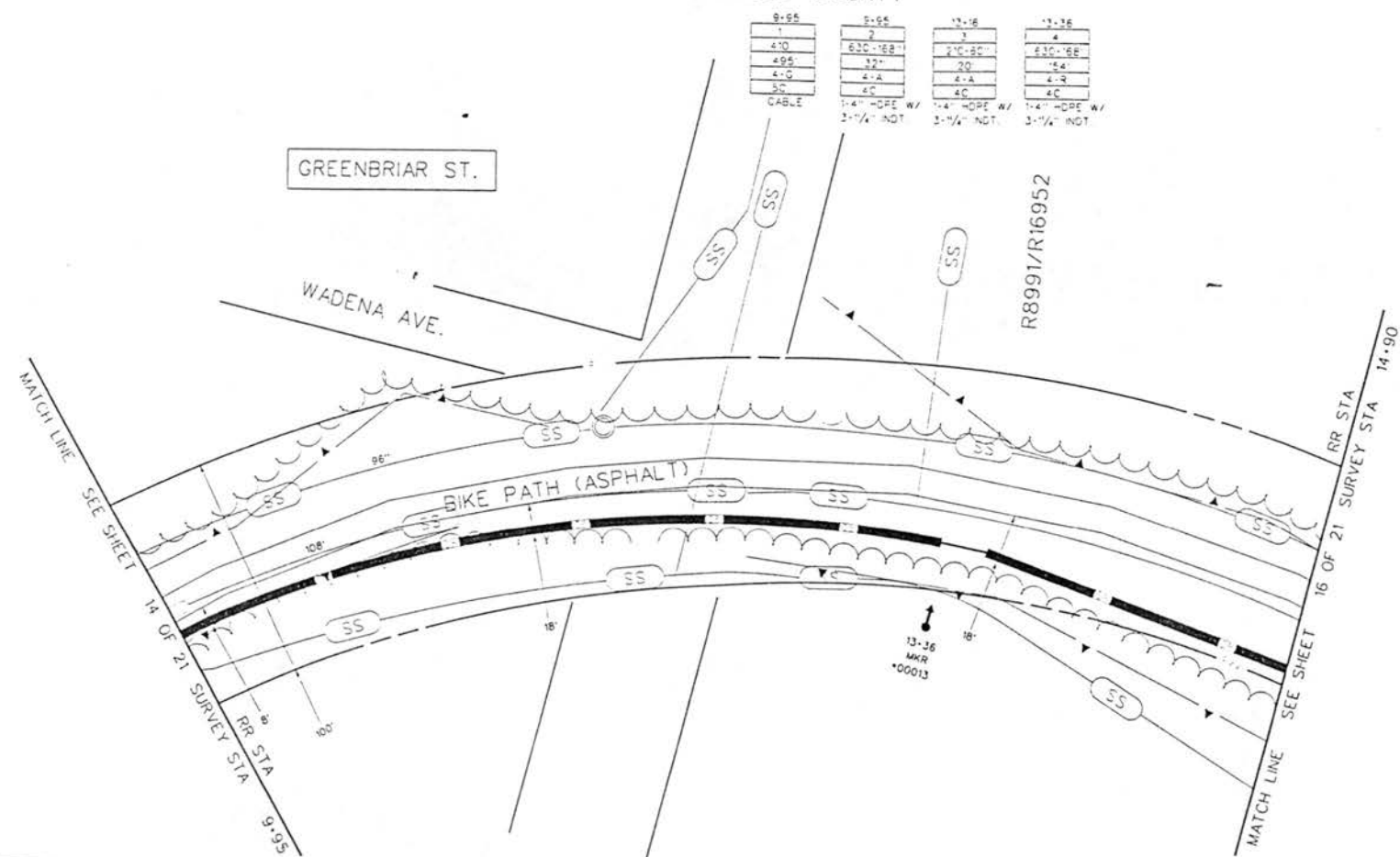
ENGINEER: B.E.C.
DRAWN BY: D.M.

REVISIONS		
DATE	DESCRIPTION	INITIAL
12-97	CHG'D. R/L	DH

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SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'

MP - TO MP -
SHEET 15 OF 21
DWG. NO. 01774205.DCN



GREENBRIAR ST.

WADENA AVE.

R8991/R16952

CALL GREG REESE
612-488-7291 EXT. 306
48 HRS. PRIOR TO
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CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-800-252-1166

CITY OF ST. PAUL, MN.
RAMSEY COUNTY

14-80	14-71	17-05	17-10	17-25
1	2	3	4	5
4"0	6"0-16"8"	2"0	2"0-6"0	6"0-16"8"
7"5"	2"5"	2"5" x 5" x 2"5"	1"5"	4"2"9"
4"0	4"4"	5	4"4"	4"4"
5"0	4"0	4"0	4"0	4"0
CABLE	1"4" HDPE W/ 3-7/8" IND.	00017 COIL 56 OF CABLE	1"4" HDPE W/ 3-7/8" IND.	1"4" HDPE W/ 3-7/8" IND.

ARLINGTON HILLS ADD.
SCHURMEIERS SUB.

WHITALL

12" A96051

17-07
M/R
*00017

18-40
M/R
*00018

19-40
M/R
*00019

CALL GREG REESE
612-488-7291 EXT. 306
48 HRS. PRIOR TO
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PROJECT: 017742

SPAN:

MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO.	QUANTITY
410	725'
210	15'
240	1
530	644'
7100	3



TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TODAY AMERICA THIRD PARTY BUILD

DATE: 12-10-97

ENGINEER: B.S.C.

DRAWN BY: D.M.

REVISIONS

DATE	DESCRIPTION	INITIAL
12-97	CHG'D R/L	DM

SCALE

HORIZONTAL: 1"=50'

VERTICAL: 1"=50'

MP TO MP

SHEET 16 OF 21

DWG. NO. 01774205.DGN

CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-800-252-1166

MATCH LINE SEE SHEET 15 OF 21 SURVEY STA 14+90

RR STA 21+54
MATCH LINE SEE SHEET 17 OF 21 SURVEY STA 21+54

BIKE PATH (ASPHALT)

CITY OF ST. PAUL, MN.
RAMSEY COUNTY



PROJECT: 017742
SPAN: MINNEAPOLIS TO ST. PAUL

CLASSIFICATION NO.	QUANTITY
418	626'
218	48'
E38	586'
7120	3

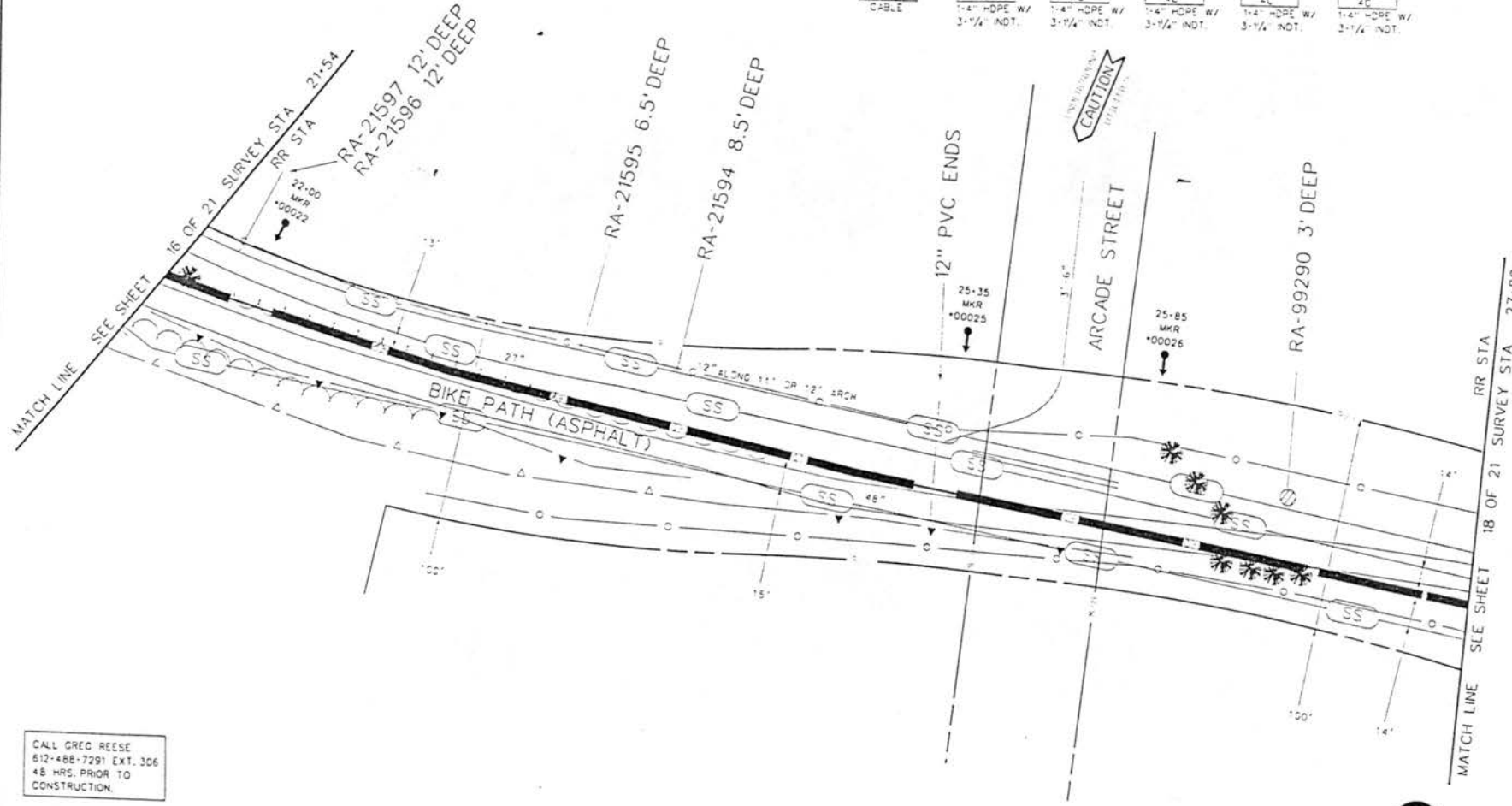
MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TRUCK AMERICA THIRD-PARTY BUILD

DATE: 10-13-97
ENGINEER: B.E.C.
DRAWN BY: D.M.H.

REVISIONS		
DATE	DESCRIPTION	INITIAL
12-97	CHG'D R/L	DM

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP TO MP
SHEET 17 OF 21
DWG. NO. 01774205.DGN

21-54 4-10 E25 4-10 50 CABLE	21-54 4-10 E25 4-10 50 1-4" HDPE W/ 3-1/4" IND.	21-56 4-10 E25 4-10 50 1-4" HDPE W/ 3-1/4" IND.	22-06 4-10 E25 4-10 50 1-4" HDPE W/ 3-1/4" IND.	24-16 4-10 E25 4-10 50 1-4" HDPE W/ 3-1/4" IND.	25-36 4-10 E25 4-10 50 1-4" HDPE W/ 3-1/4" IND.
---	--	--	--	--	--



CALL GREG REESE
612-488-7291 EXT. 306
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CALL BEFORE YOU DIG
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48 HOURS NOTICE REQUIRED
1-800-252-1166

CITY OF ST. PAUL, MN.
RAMSEY COUNTY

27+80	27+80	28+20	28+40	33+40	33+80
1	2	3	4	5	6
410	830' 68"	210' 50"	830' 68"	210' 50"	830' 68"
60S	3S	20'	500'	20'	30'
4-G	4-R	4-A	4-R	4-A	4-R
2C	4C	4C	4C	4C	4C
CABLE	1-4" HDPE W/ 3-1/4" IND.	1-4" HDPE W/ 3-1/4" IND.	1-4" HDPE W/ 3-1/4" IND.	1-4" HDPE W/ 3-1/4" IND.	1-4" HDPE W/ 3-1/4" IND.

PROJECT: 017742
SPAN: MINNEAPOLIS TO ST. PAUL

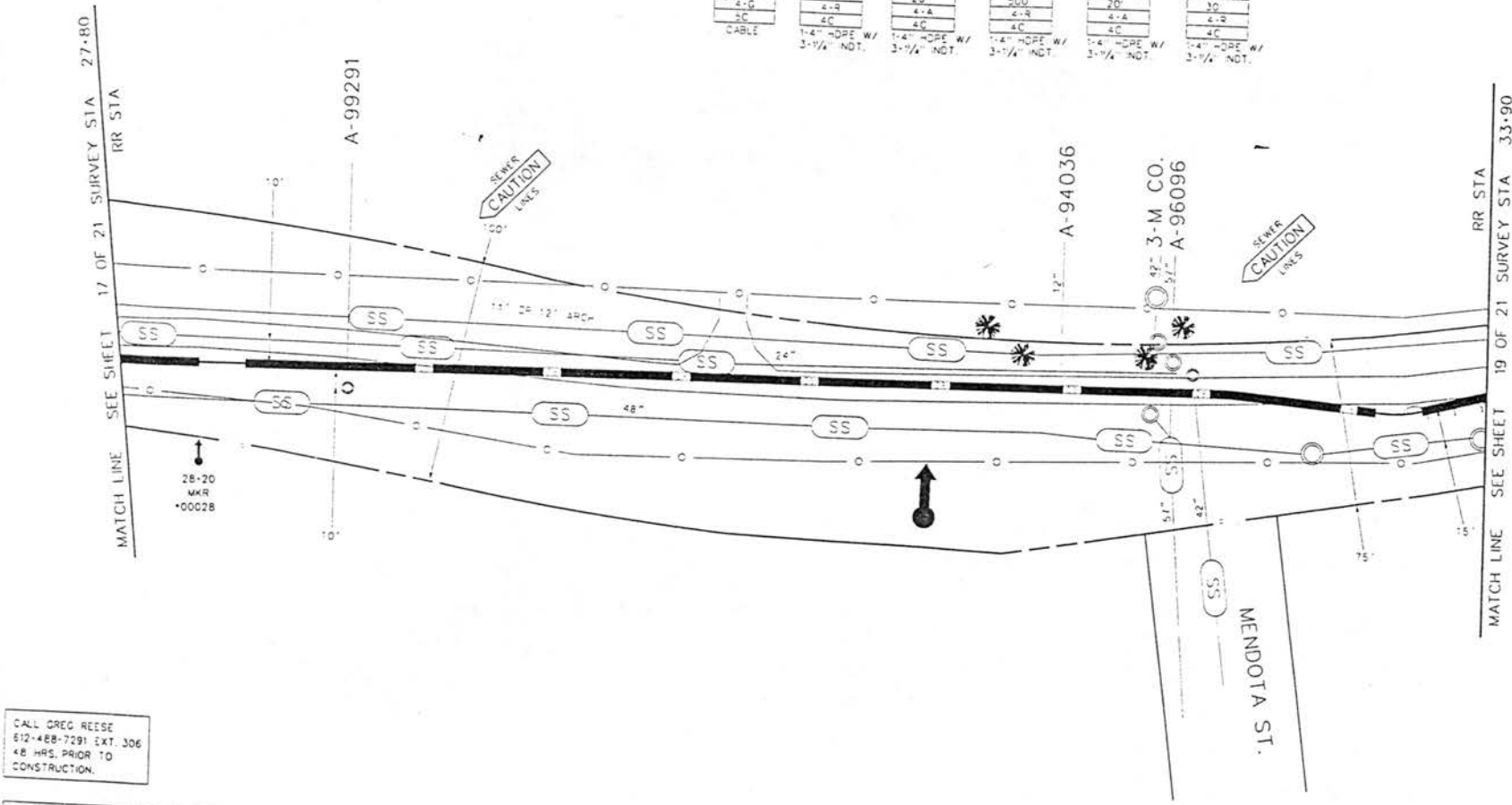
CLARIFICATION NO.	QUANTITY
410	625'
210	48'
630	565'
7100	2

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TODCH AMERICA THIRD PARTY BUILD

DATE: 12-13-97
ENGINEER: B.E.C.
DRAWN BY: D.M.H.

REVISIONS		
DATE	DESCRIPTION	INITIAL
12-97	CHG'D. R/L	DH

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP TO MP
SHEET 18 OF 21
DWG. NO. 01774205.DGN



CALL GREG REESE
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48 HOURS NOTICE REQUIRED
1-800-252-1166

CITY OF ST. PAUL, MN.
RAMSEY COUNTY

40-70	40-70	42-80	43-00	45-50
1	2	3	4	5
410	630-168	210-50	630-66	210-66
620	210	20	350	50
4-0	4-8	4-A	4-A	4-A
50	40	40	40	40
CABLE	1-4" HOPE W/ 3-1/4" INDT.	1-4" HOPE W/ 3-1/4" INDT.	1-4" HOPE W/ 3-1/4" INDT.	1-4" HOPE W/ 3-1/4" INDT.



PROJECT: 017742
SPAN:
MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO.	QUANTITY
418	628'
218	78'
638	558'
7180	3

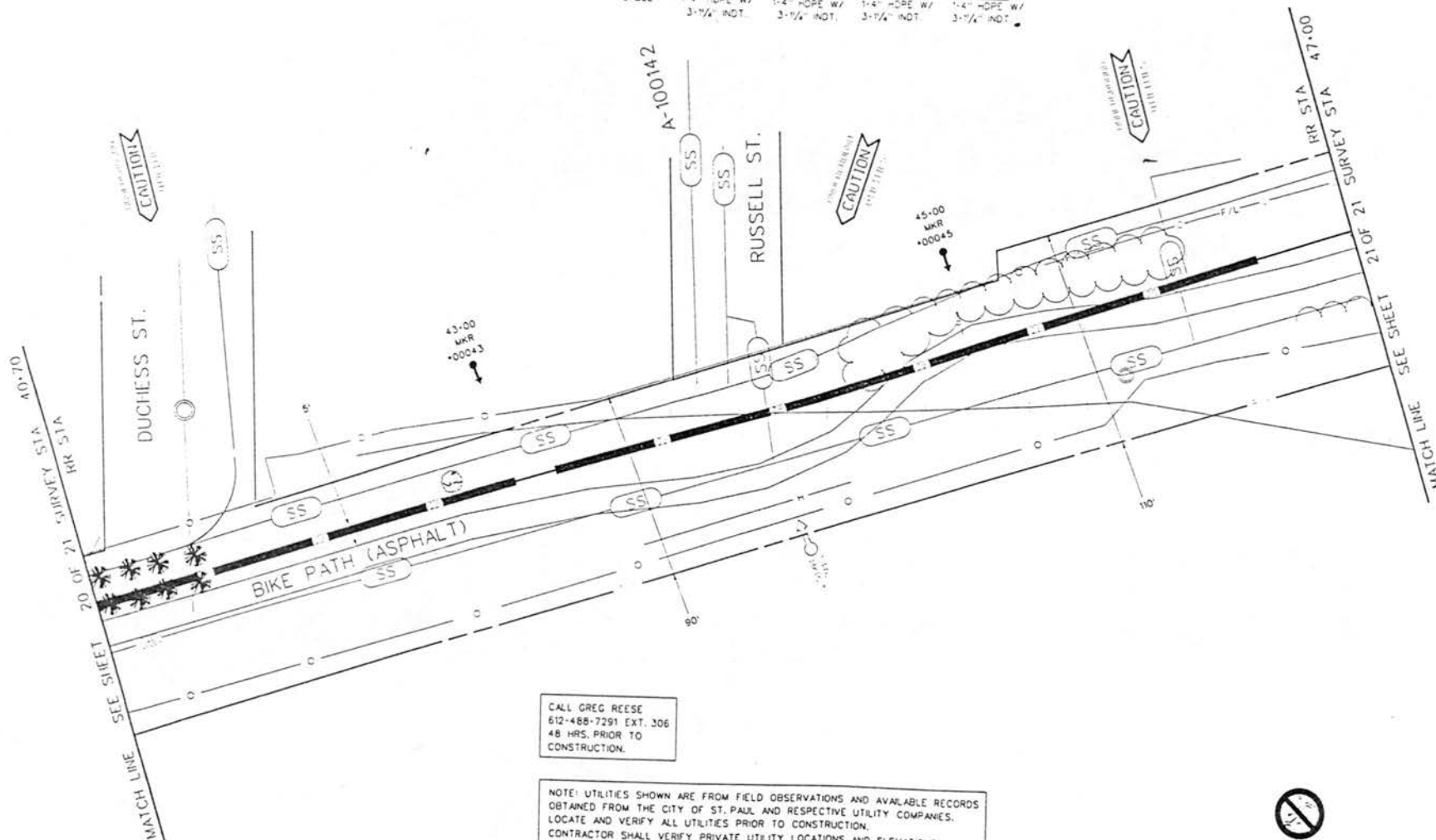
MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TOUCH AMERICA THIRD-PARTY BUILD

DATE: 12-13-97
ENGINEER: B.E.C.
DRAWN BY: D.M.H.

REVISIONS		
DATE	DESCRIPTION	INITIAL
12-97	CHGD. R/L	DM

SECRET: NO COPY TO BE MADE OR DISTRIBUTED
NO REVISIONS TO BE MADE WITHOUT WRITTEN
APPROVAL OF THE ENGINEER
NO REVISIONS TO BE MADE WITHOUT WRITTEN
APPROVAL OF THE ENGINEER

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP - TO MP -
SHEET 28 OF 21
DWG. NO. 01774205.DGN



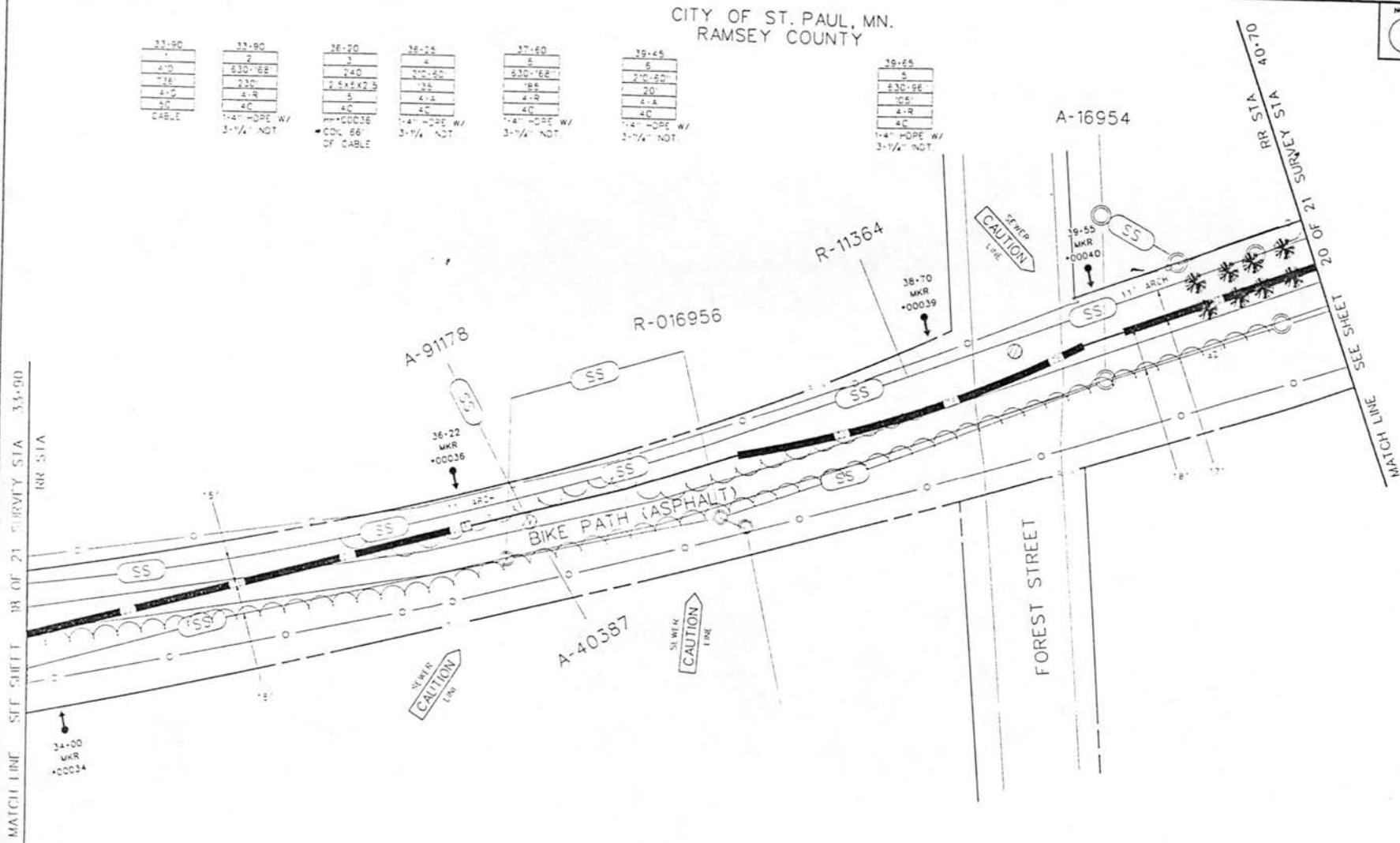
CALL GREG REESE
612-488-7291 EXT. 306
48 HRS. PRIOR TO
CONSTRUCTION.

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

33+90 2 4.0 2.8 4.0 30 CABLE	33+90 2 630'-68" 2.8 4.0 40 1-4" HOPE W/ 3-1/4" NOT	36+20 3 740 2.5X5X2.5 5 40 1-4" HOPE W/ 3-1/4" NOT	36+26 4 810'-60" 3.5 4.0 40 1-4" HOPE W/ 3-1/4" NOT	37+60 5 830'-68" 3.5 4.0 40 1-4" HOPE W/ 3-1/4" NOT	39+65 5 830'-68" 3.5 4.0 40 1-4" HOPE W/ 3-1/4" NOT
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PROJECT: 017742
SPAN:
MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO.	QUANTITY
410	736'
630	528'
210	158'
240	1
7100	4

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TOUCH AMERICA THIRD PARTY BUILD

DATE:	10-12-97	
ENGINEER:	B.E.C.	
DRAWN BY:	D.W.M.	
REVISIONS		
DATE	DESCRIPTION	INITIAL
2-97	CHG'D. R/L	DH

NOTES: 1. ALL UTILITIES SHOWN ARE FROM FIELD OBSERVATIONS AND AVAILABLE RECORDS OBTAINED FROM THE CITY OF ST. PAUL AND RESPECTIVE UTILITY COMPANIES. 2. LOCATE AND VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION. 3. 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

SCALE	
HORIZONTAL:	1"=50'
VERTICAL:	1"=50'
MP	TO MP
SHEET	19 OF 21
DWG. NO.	01774225.DGN

CITY OF ST. PAUL, MN.
RAMSEY COUNTY



PROJECT: 017742

SPAN:

MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO. QUANTITY

410	611'
110	28'
240	
210	525'
7100	2

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TRUCK AMERICA THIRD PARTY BUILD

DATE: 10-12-97

ENGINEER: B.E.C.

DRAWN BY: D.M.H.

REVISIONS

DATE	DESCRIPTION	INITIAL
12-97	CHG'D, R/L	DM

SCALE

HORIZONTAL: 1"=50'

VERTICAL: 1"=50'

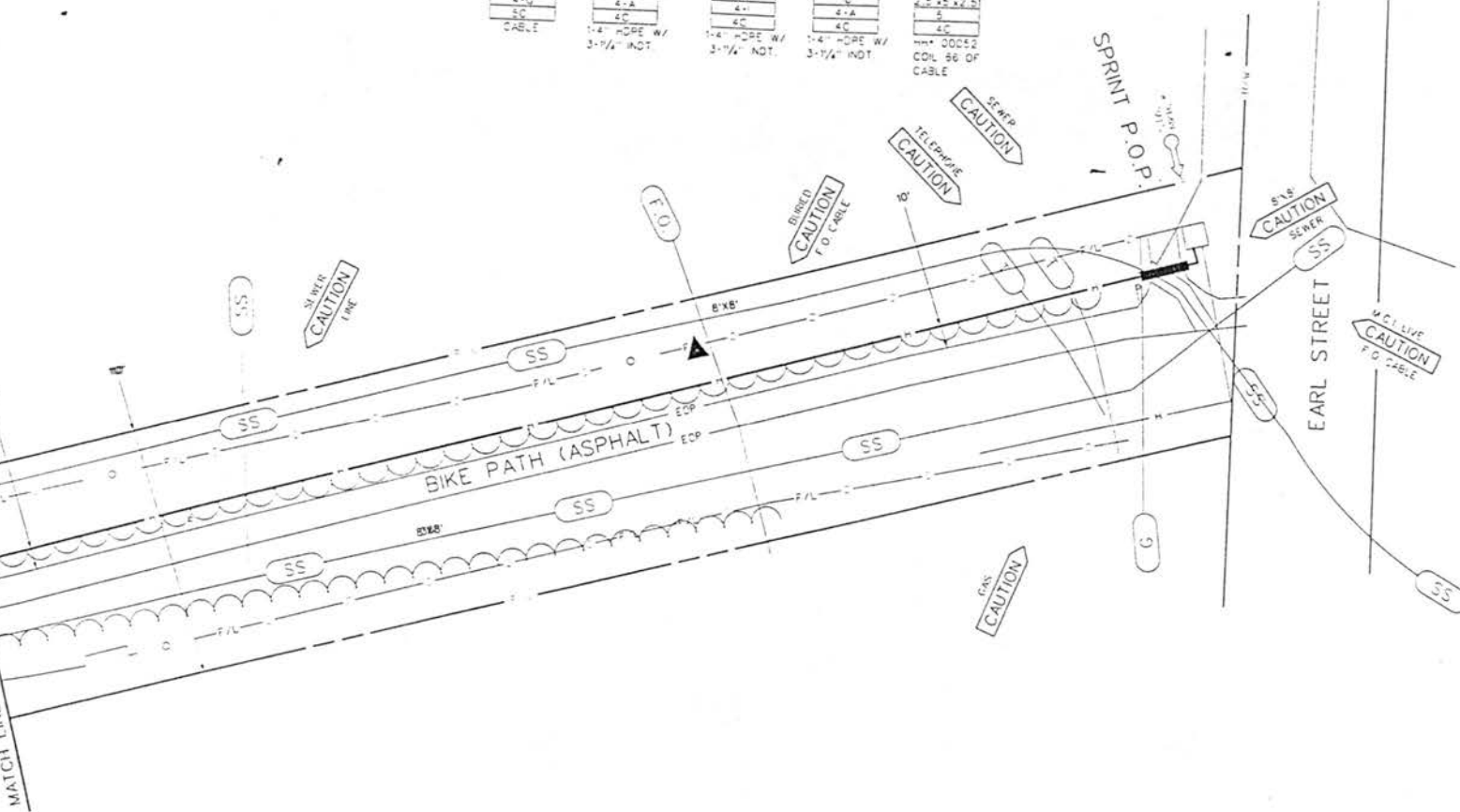
MP TO MP

SHEET 21 OF 21

DWG. NO. 01774205.DGN

47-00 1 410 611' 4-G 2C CABLE	47-00 2 210-60' 515 4-A 4C 1-4" HDPE W/ 3-1/4" INDT	52-15 3 110-48' 22 4" 4C 1-4" HDPE W/ 3-1/4" INDT	52-35 4 210-48' 10 4-A 4C 1-4" HDPE W/ 3-1/4" INDT	52-45 3 240 2.5 x 5 x 2.5 5 4C mm 00052 CON 50 OF CABLE
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MATCH LINE SEE SHEET 20 OF 21 SURVEY STA 47-00 RR STA



CALL CREC 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
1-822-252-1166

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

INSURED

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

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

COMPANIES AFFORDING 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	

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

28

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

3/19/98
Date

Board Action Requested

- A) Approve the Construction Agreement and Permit between RCRRA and Brooks Fiber Communication of Minnesota to Install and Operate a 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 and Permit on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

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

Budgeting and Accounting _____

County Attorney _____

Risk Management _____

Documentation certified complete for:

March 24, 1998
Board Date

Kristine A. Longhenry
Signature

3-19-98
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 and operate a fiber optic communications cable; and

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

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

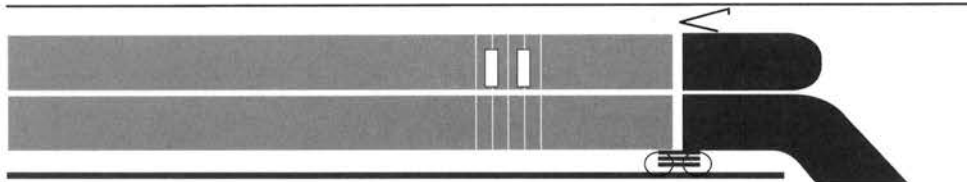
RESOLVED, That the construction agreement and permit are hereby approved; and Be It Further

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the construction agreement and permit 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 and Permit, Earl Street, St. Paul
Brooks Fiber Communications of Minnesota

Date: March 19, 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 and operate 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 and operating 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 and permit with Brooks Fiber Communications of Minnesota for the installation and operation 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 and permit 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 Brooks Fiber Communications of Minnesota, (hereinafter referred to as "Brooks").

It is agreed as follows:

1. This agreement will commence on the date of execution by RCRRA, and shall expire Ninety (90) days thereafter.
2. The land covered by this agreement is that portion of the RCRRA Northeast Corridor right of way five feet on either side of the centerline as shown on Exhibit A attached hereto and made a part of this agreement (hereinafter the "premises").
3. Brooks 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.
4. Once the Cable has been installed, Brooks 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. When completed, the permit shall be executed by RCRRA and Brooks.
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. Brooks 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 Seed

Mixture 1200 at a rate of twenty pounds per acre. 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 Brooks shall be done in a manner which does not disturb, block, or in any way prevent the use of the recreational trail which crosses the premises. All damage to the recreational trail must be remediated by restoration to pre-existing 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. Brooks shall protect, indemnify, hold harmless and defend RCRRA, it's commissioners, employees, and agents, from and against any and all cost, expense, liability, damages, loss, claims, or actions, including attorney's fees, arising out of or by reason of any act or omission of Brooks, it's agents or employees, in the execution, performance or failure to adequately perform Brooks' obligations pursuant to this agreement.
8. Brooks shall purchase and maintain such insurance as will protect Brooks from claims which may arise out of the work of any Contractor including but not limited to the following:

A. Liability Insurance

Commercial General Liability Insurance (CGL)

Minimum limits:

\$750,000 each event limit
\$1,000,000 general aggregate
\$1,000,000 products/completed operations
total limit
\$750,000 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 agreement or on a blanket basis
- e. "X,C,U" Hazard Liability
- f. Personal Injury Liability - including claims related to employment and coverages a through e
- g. Broad Form Property Damage Liability

RCRRA 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. The agent shall certify whether or not he/she has errors and omissions coverage.
- E. The insurance company shall give sixty (60) days' written notice to both Brooks 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 _____

By Kathryn Despiegelaere Date
Kathryn Despiegelaere
Director

Insurance approved:

By Denise G. Kapler 12-20-97
Denise Kapler Date
Risk Management *pending*

Approved as to form and execution:

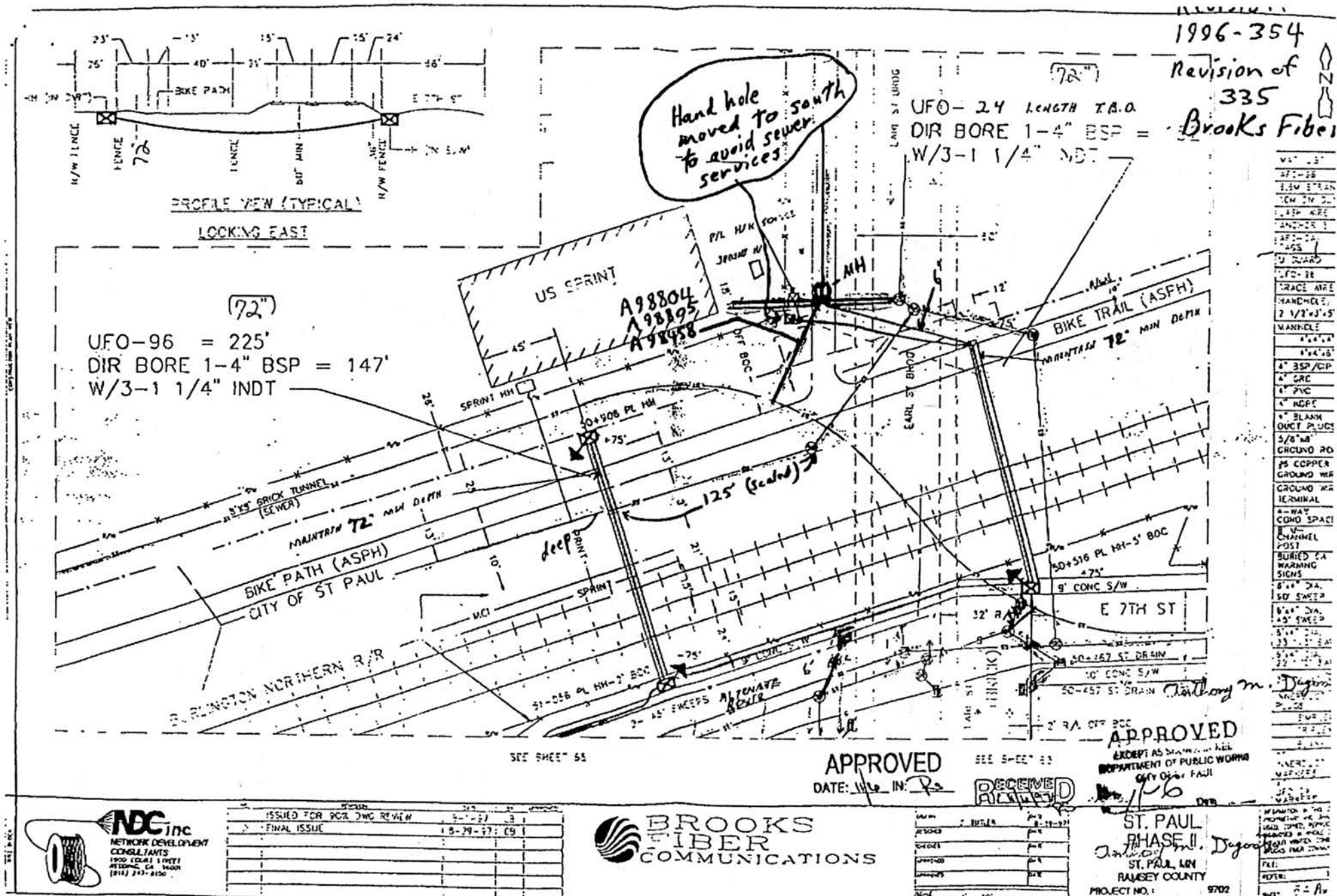
By David F. MacMillan 1-5-98
David F. MacMillan Date
Assistant Ramsey County Attorney

Budget and Accounting:

By James Van Houdt 1/7/98
James Van Houdt Date
Director

Brooks Fiber Communications of Minnesota

By Gus Lefow 12/9/97
Its: Date



ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR 43
EROF101

DATE (MM/DD/YY)
12/30/97

PRODUCER

Lockton Companies/St. Louis
1 Cityplace Drive, Suite 160
St. Louis MO 63141

Phone No. 314-432-0500

Fax No.

INSURED

Brooks Fiber Properties, Inc.
BFC of Minnesota, Inc.
425 Woods Mill Road South
Town & Country, MO 63017

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 North River Insurance Co.

COMPANY
B Gulf Insurance Company

COMPANY
C United States Fire Insurance

COMPANY
D #30

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	541028501 1 BLANKET CONTRACTUAL XCU Included	01/01/97	03/01/98	GENERAL AGGREGATE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OF AGG \$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	☐ OWNERS & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,000,000
	☒ BLANKET A.I.				FIRE DAMAGE (Any one fire) \$ 300,000
	☒ AGG. PER LOCATION				MED EXP (Any one person) \$ 15,000
C	AUTOMOBILE LIABILITY	1380185451	11/15/97	03/01/99	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				AUTO ONLY - EA ACCIDENT \$
	☒ NON-OWNED AUTOS				OTHER THAN AUTO ONLY: \$
B	EXCESS LIABILITY	CU5849384	01/01/97	03/01/98	EACH ACCIDENT \$
	☒ UMBRELLA FORM				AGGREGATE \$
	☐ OTHER THAN UMBRELLA FORM				RETENTION \$
					EACH OCCURRENCE \$ 25,000,000
					AGGREGATE \$ 25,000,000
					RETENTION \$ 10,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4060078038 SUBJ TO 25,000/CLAIM DED.	01/01/97	03/01/98	☒ WC STAT. TORT LIMITS \$ 1,000,000
	☐ THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$ 1,000,000
	☒ INCL				EL DISEASE - POLICY LIMIT \$ 1,000,000
	☐ EXCL				EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, ITS OFFICIALS & EMPLOYEES ARE INCLUDED AS ADD'L INSURED UNDER GENERAL LIABILITY AS RESPECTS THE OPERATIONS OF THE INSURED. RE: CONSTRUCTION OF FIBER OPTIC CABLE ON THE CITY OF ST. PAUL, MN, EARL STREET VICINITY.

CERTIFICATE HOLDER

RAMSEY CO. REG. RAILROAD AUTH.
ATTN: DENNIS BODIN
RAMSEY CO. GOV'T CENTER WEST
50 WEST KELLOGG BLVD., #665
ST. PAUL, MN 55102

30RAMS1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 60 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

S. Whitaker

ACORD CORPORATION 1988

PERMIT

THIS PERMIT, made this _____ day of _____, 1997, (the Execution Date), 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 Brooks Fiber Communications of Minnesota, party of the second part (hereinafter referred to as "Brooks").

WITNESSETH:

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 a strip of land of varying widths located at and east and west of Earl Street, all in St. Paul, Minnesota (hereinafter referred to as "right of way"), as evidenced by Quit Claim Deed on file and of record in the office of the Ramsey County Recorder as document no. 2693267; and

WHEREAS, Brooks has requested permission and a written agreement from RCRRA to construct, reconstruct, install, reinstall, surveil, operate, maintain, repair, and remove an underground fiber optic communications cable and related appurtenances for providing and transmitting signals for communications purposes (hereinafter referred to as "Cable") within RCRRA right of way; and

WHEREAS, RCRRA is desirous of cooperating with Brooks provided its future options for developing the right of way are not precluded;

NOW THEREFORE, it is agreed as follows:

1. License to use. RCRRA does hereby grant and convey unto Brooks a permit for the construction, reconstruction, installation, reinstallation, surveillance, operation, maintenance, repair, and removal of a fiber optic communications cable and related appurtenances, along with reasonable access thereto, and for no other purpose, within the right of way property shown and described on Exhibit "B", which is also the as-built plan prepared by Brooks (hereinafter referred to as "Premises"), hereto attached and made part of this permit agreement.
2. Consideration. In consideration of the foregoing, and along with the promises and covenants herein contained, Brooks will pay to RCRRA the annual sum of \$513.50 for (395) linear feet of right of way calculated at a rate of one dollar and

thirty cents (\$1.30) per linear foot for underground facilities and shall be due and payable to RCRRA annually from the Execution Date of this Agreement.

The annual fee for this permit will be renegotiated after five years between the parties to this agreement. It is the intent of the RCRRA to adjust the fee to reflect changes in value of the real estate as estimated from comparable sales and/or the Consumer Price Index.

3. Ownership. The cable and related appurtenances shall be and remain at all times the personal property of Brooks and shall not be considered a part of the real property owned by RCRRA upon which the premises are located, regardless of the manner of attachment to or the method of installation below the premises.
4. Maintenance. All costs of maintaining and repairing the cable shall be the sole responsibility of Brooks. Any installation, reinstallation, reconstruction, maintenance, repair, or removal of the communications system shall be done by Brooks in accordance with written specifications to be approved in advance by RCRRA. Such approval will not be unreasonably withheld or denied. In the event of an emergency demanding immediate examination of or repairs to the communications system, Brooks shall not be deemed in breach of this agreement if it takes reasonable steps to provide RCRRA and any other affected parties telephonic or verbal notice prior to entry upon the premises.
5. Restoration. Brooks shall be responsible, without cost to RCRRA, to repair and restore to the reasonable satisfaction of RCRRA any damage or destruction of property to whomsoever belonging which may be made necessary by reason of the use of said premises for said cable. Any excavation or filling made on the premises pursuant to this permit shall be done in such a manner as to not interfere with existing lines of drainage or improvements located within the premises. Disturbed areas are to be seeded with MnDOT Seed Mixture 1200 at a rate of twenty pounds per acre, and the seeded area shall be covered with wood fiber blanket, stapled with No. 11 U-shaped staples.

Brooks further agrees that if RCRRA or its successors or assigns utilize the premises for the purpose of Light Rail or any other form of rail transit, any repairs, maintenance, or removal of the cable shall be performed in a manner which will not interrupt the rail services for any duration. RCRRA shall advise Brooks of its requirements in the scheduling of activities, repairs, maintenance, or removal of Brooks' cable required under this paragraph and Brooks shall

comply with said requirements.

6. Relocation. In no case shall any part of the cable be located in a manner that will interfere with any facilities or operations of RCRRA, its licensees, lessees, or easement holders. At the request of RCRRA, Brooks at its sole cost and expense, shall relocate any of the communications system to other areas of the right of way as determined by RCRRA, for any reason deemed necessary by RCRRA.

Provided, however, that in the event the RCRRA request to Brooks to move the communication system is for the benefit of a third party, other than an agency or department of the United States government, the State of Minnesota, the County of Ramsey, or any other local governmental unit, that the RCRRA shall require that such third party shall pay the reasonable cost to relocate the communication system.

7. Termination. Either party may terminate this permit at any time by giving sixty (60) days notice in writing to that effect to the other party. Upon termination of this agreement as to all or any portion of Brooks cable, Brooks shall have thirty (30) days to remove its cable from the right of way and restore the premises to the satisfaction of RCRRA. If Brooks shall so fail to do, RCRRA may remove or otherwise dispose of the cable as it sees fit at the expense of Brooks without any liability for damages.
8. Abandonment and default. If Brooks abandons its use of the premises for the installation, operation, maintenance or repair of said communications system, or should Brooks fail to perform any of the conditions herein expressed after written notice and a reasonable opportunity to cure, the permit herein granted shall immediately cease, terminate, and revert to RCRRA, and RCRRA shall have all rights accorded to it for the recapture of its premises as provided by law.
9. Taxes. Brooks shall pay any and all taxes, special assessments, or other charges which may be levied against the premises as a result of this permit.
10. Indemnification. Brooks hereby agrees to protect, indemnify, hold harmless and defend RCRRA, its commissioners, employees, and agents, from and against any and all cost, expense, liability, damages, loss, claims, or actions, including attorney's fees, arising out of or by reason of any act or omission of Brooks its agents or employees, in the execution, performance or failure to adequately perform Brooks', obligations pursuant to this agreement.

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

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

A. Liability Insurance

Commercial General Liability Insurance (CGL)

Minimum Limits:

\$750,000 each event limit

\$1,000,000 general aggregate

\$1,000,000 products/completed operations total limit

\$750,000 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 agreement or on a blanket basis
- e. "X,C,U" Hazard Liability
- f. Personal Injury Liability - including claims related to employment and coverages a through e

RCRRA officials and employees shall be added as additional insured on said policies.

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. The insurance company shall give thirty (30) days'
written notice to both Brooks and RCRRA of cancellation,
non-renewal, or any material changes in the policy and
certificates of insurance.

- F. Nothing in this permit shall constitute a waiver by
RCRRA of any statutory or common law immunities of
liability limitations.

12. Notices. Written notices required under this agreement
shall be addressed to RCRRA at:

Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
St. Paul, MN 55102
RE: PNE070

and to Brooks at:

Brooks Fiber Communications of Minnesota
80 East Little Canada Road
Little Canada, MN 55117

with copy to:

Brooks Fiber Properties, Inc.
13537 Barrett Parkway Drive
Suite 105
St. Louis, MO. 63021

13. Assignment. Brooks shall not transfer, assign, sell,
sublet, sublicense, or otherwise convey its interest in this
permit without the prior written consent of RCRRA.

14. Non-exclusivity. This permit is non-exclusive and is granted subject to the outstanding rights of others to occupy the premises. RCRRRA 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 communications system. RCRRRA does not warrant its title to the premises nor undertake to defend Brooks in the peaceable possession, use or enjoyment thereof.

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Rafael E. Ortega _____ Date
Chair

Kathryn DeSpiegelaere
Kathryn DeSpiegelaere _____ Date
Director

Approved as to form and execution

David F. MacMillan 1-10-98
David F. MacMillan _____ Date
Assistant Ramsey County Attorney

Insurance approved:

Denise Kapler 12-20-97
Denise Kapler _____ Date
Risk Management *ending* 3-18-98

Brooks Fiber Communications of Minnesota

By *Gres LeBow* 12/9/97
Its: _____ Date



Hand hole
moved to south
to avoid sewer
services

72

Brooks Fiber

[illegible]

EXCEPT AS SHOWN OTHERWISE
DEPARTMENT OF PUBLIC WORKS
COPY OF FILE

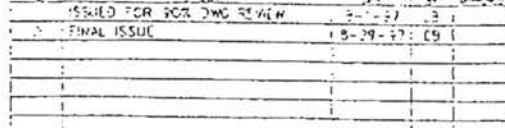
76

ST PAUL

PHASE II, Days

ST. PAUL, MINN

RAJSEY COUNTY
PROJECT NO. : 9702

[illegible]

ST. PAUL
PHASE II
ST. PAUL WY
RAMSEY COUNTY
PROJECT NO.: 9702

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

3/19/98
Date

Board Action Requested

- A) Approve the Construction Agreement and Permit between RCRRA and Sprint Communications Company L.P. to Install and Operate a 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 and Permit on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

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

Budgeting and Accounting _____

County Attorney _____

Risk Management _____

Documentation certified complete for:

March 24, 1998

Board Date

Kristine A. Longhenry
Signature

3-19-98

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 and operate a fiber optic communications cable; and

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

WHEREAS, The granting of this construction agreement and permit 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 and permit are hereby approved; and Be It Further

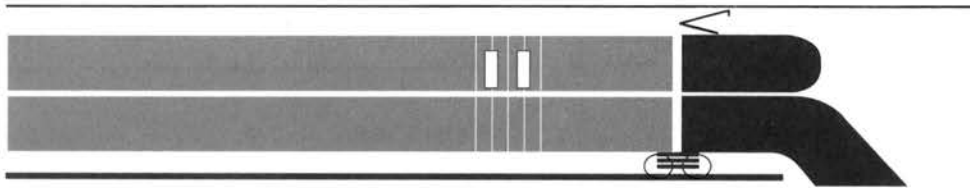
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the construction agreement and permit on behalf of Ramsey County Regional Railroad Authority.

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 and Permit, Earl Street, St. Paul
Sprint Communications Company

Date: March 19, 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 and operate 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 and operating 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 and permit with Sprint Communications Company L. P. for the installation and operation 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 and permit on behalf of the Authority.

Attachments

CONSTRUCTION AGREEMENT

This agreement, made this 12th day of December, 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 SPRINT COMMUNICATIONS COMPANY L. P. (hereinafter referred to as "Sprint").

It is agreed as follows:

1. This agreement will commence on the date of execution by RCRRA, and shall expire Ninety (90) days thereafter.
2. The land covered by this agreement is that portion of the RCRRA Northeast Corridor right of way as shown colored in yellow on Exhibit A attached hereto and made a part of this agreement (hereinafter the "premises").
3. Sprint 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.
4. Once the Cable has been installed, Sprint 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. When completed, the permit shall be executed by RCRRA and SPRINT.
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. Sprint will conduct its activities in a manner that minimizes the disturbance to the premises, and will restore and repair any disturbed areas created by its use of the premises to the condition acceptable to RCRRA. The premises will not be used for the storage of equipment, vehicles, or debris. All work to be performed on the premises by Sprint shall be done in a manner which does not disturb, block, or in any way prevent the use of the recreational trail which crosses the premises.

7. Sprint shall protect, indemnify, hold harmless and defend RCRRA, it's commissioners, employees, and agents, from and against any and all cost, expense, liability, damages, loss, claims, or actions, including attorney's fees, arising out of or by reason of any act or omission of Sprint, it's agents or employees, in the execution, performance or failure to adequately perform Sprint's obligations pursuant to this agreement.
8. Sprint shall purchase and maintain such insurance as will protect Sprint from claims which may arise out of the work of any Contractor including but not limited to the following:
 - A. Liability Insurance

Commercial General Liability Insurance (CGL)

Minimum limits:

\$750,000 each event limit
\$1,000,000 general aggregate
\$1,000,000 products/completed operations
total limit
\$750,000 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 agreement or on a blanket basis
- e. "X,C,U" Hazard Liability
- f. Personal Injury Liability - including claims related to employment and coverages a through e
- g. Broad Form Property Damage Liability

RCRRA 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. The agent shall certify whether or not he/she has errors and omissions coverage. The insurer shall have a Bests' rating not less than a B+.
- E. The insurance company shall give sixty (60) days' written notice to both Sprint 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 _____

By Kathryn Despiegelaere 1/29/98
Kathryn Despiegelaere Date
Director

Insurance approved:

By Denise Kapler 1-21-98
Denise Kapler Date
Risk Management

Approved as to form and execution:

By David F. MacMillan 1-10-98
David F. MacMillan Date
Assistant Ramsey County Attorney

Budget and Accounting:

By James Van Houdt 1/27/98
James Van Houdt Date
Director

SPRINT COMMUNICATIONS COMPANY L.P.

By James B. Farris 12-19-97
James B. Farris, Director Date
Real Estate Acquisition and
Administration

RCRRA (NORTHEAST CORRIDOR) RIGHT OF WAY



SUB.

NO. 7

35

37

38

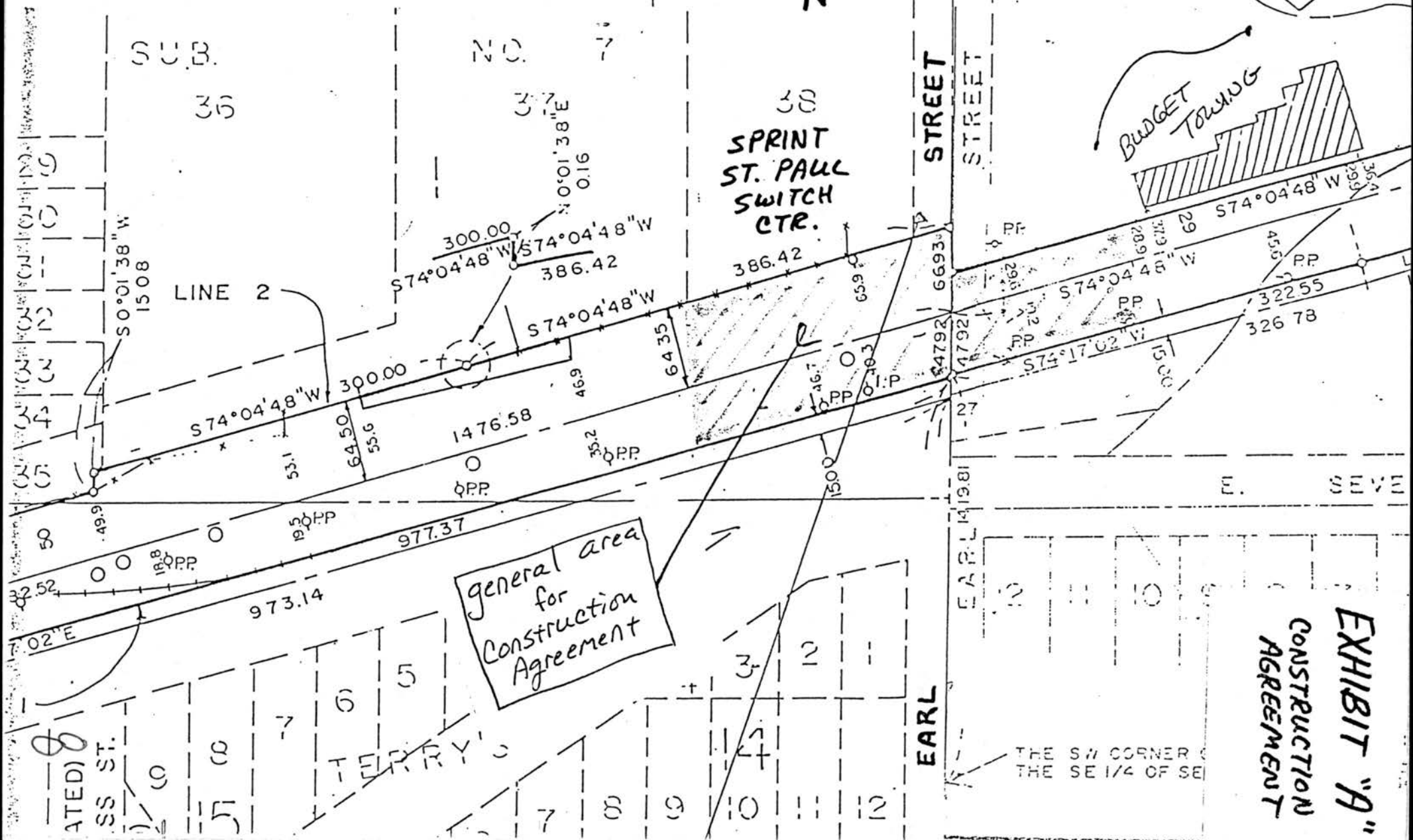
SPRINT
ST. PAUL
SWITCH
CTR.



LINE 2

general area
for
Construction
Agreement

EXHIBIT "A"
CONSTRUCTION
AGREEMENT



ACORD CERTIFICATE OF LIABILITY INSURANCE

04/01/99

DATE (MM/DD/YY)
01/02/98

PRODUCER

71

Lockton Companies
P.O. Box 419351
Kansas City Mo 64141-6351
(913) 676-9000

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 CONTINENTAL CASUALTY CO.

COMPANY

B TRANSPORTATION INS.CO.

COMPANY

C

COMPANY

D

INSURED

7759

SPRINT COMMUNICATIONS CO., LP
P.O. BOX 11315
KANSAS CITY, MO 64112

COVERAGES

9E

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 X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT	GL157347417	04/01/96	04/01/99	GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PERSONAL & ADV INJURY \$ 2,000,000 EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ 250,000 MED EXP (Any one person) \$ XXXXXXXXXX
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	BUA 157347434 (AOS) BUA 157347420 (TX)	04/01/96	04/01/99	COMBINED SINGLE LIMIT \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXXXX PROPERTY DAMAGE \$ XXXXXXXXXX
	GARAGE LIABILITY ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXXXX AGGREGATE \$ XXXXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: OTHER	INCL *WC157347272 EXCL	04/01/96	04/01/99	X WC STATU- OTH- TORY LIMITS ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 SAME AS ABOVE
B	*WORK COMP.	WC157347448	04/01/96	04/01/99	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECTS TO LIABILITY COVERAGE. ONLY AS REQUIRED BY CONTRACT. RE: INSTALLATION OF FIBER OPTIC CABLE LOCATED: 845 EARL STREET, ST. PAUL, MN

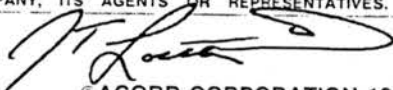
CERTIFICATE HOLDER

285458
RAMSEY COUNTY REGIONAL RR AUTHORITY
50 WEST KELLOGG BLVD.
ST. PAUL MN 55102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



PERMIT

THIS PERMIT, made this ~~27~~ day of ~~January~~, 1997, (the Execution Date), 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 SPRINT COMMUNICATIONS COMPANY L.P., a Delaware limited partnership, party of the second part (hereinafter referred to as "SPRINT").

WITNESSETH:

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 a strip of land of varying widths located between Forest Street and Atlantic Street, and adjacent to Earl Street, all in St. Paul, Minnesota (hereinafter referred to as "right of way"), as evidenced by Quit Claim Deed on file and of record in the office of the Ramsey County Recorder as document no 2693267; and

WHEREAS, SPRINT has requested permission and a written agreement from RCRRA to construct, reconstruct, install, reinstall, surveil, operate, maintain, repair, and remove an underground fiber optic communications cable and related appurtenances for providing and transmitting signals for communications purposes (hereinafter referred to as "Cable") within RCRRA right of way; and

WHEREAS, RCRRA is desirous of cooperating with SPRINT, provided its future options for developing the right of way are not precluded;

NOW THEREFORE, it is agreed as follows:

1. License to use. RCRRA does hereby grant and convey unto SPRINT a permit for the construction, reconstruction, installation, reinstallation, surveillance, operation, maintenance, repair, and removal of a fiber optic communications cable and related appurtenances, along with reasonable access thereto, and for no other purpose, within the right of way property shown and described on Exhibit "A", which is also the as-built survey prepared by SPRINT (hereinafter referred to as "Premises"), hereto attached and made part of this permit agreement.
2. Consideration. In consideration of the foregoing, and along with the promises and covenants herein contained, SPRINT will pay to RCRRA the annual sum of Five hundred sixty-nine

DOLLARS (\$569.00) for (438) linear feet of right of way calculated at a rate of one dollar and thirty cents (\$1.30) per linear foot for underground facilities and shall be due and payable to RCRRA annually from the Execution Date of this Agreement.

The annual fee for this permit will be negotiated after five years by the parties to this agreement. It is the intent of the RCRRA to adjust the fee to reflect changes in value of the real estate as estimated from comparable sales and/or the Consumer Price Index.

3. Ownership. The cable and related appurtenances shall be and remain at all times the personal property of SPRINT and shall not be considered a part of the real property owned by RCRRA upon which the premises are located, regardless of the manner of attachment to or the method of installation below the premises.
4. Maintenance. All costs of maintaining and repairing the cable shall be the sole responsibility of SPRINT. Any installation, reinstallation, reconstruction, maintenance, repair, or removal of the communications system shall be done by SPRINT in accordance with written specifications to be approved in advance by RCRRA. Such approval will not be unreasonably withheld or denied. In the event of an emergency demanding immediate examination of or repairs to the communications system, SPRINT shall not be deemed in breach of this agreement if it takes reasonable steps to provide RCRRA and any other affected parties telephonic or verbal notice prior to entry upon the premises.
5. Restoration. SPRINT shall be responsible, without cost to RCRRA, to repair and restore to the reasonable satisfaction of RCRRA any damage or destruction of property to whomsoever belonging which may be made necessary by reason of the use of said premises for said cable. Any excavation or filling made on the premises pursuant to this permit shall be done in such a manner as to not interfere with existing lines of drainage or improvements located within the premises.

SPRINT further agrees that if RCRRA or its successors or assigns utilize the premises for the purpose of Light Rail or any other form of rail transit, any repairs, maintenance, or removal of the cable shall be performed in a manner which will not interrupt the rail services for any duration. RCRRA shall advise SPRINT of its requirements in the scheduling of activities, repairs, maintenance, or removal of SPRINT's cable required under this paragraph and SPRINT shall comply with said requirements.

6. Relocation. In no case shall any part of the cable be located in a manner that will interfere with any facilities or operations of RCRRA, its licensees, lessees, or easement holders. At the request of RCRRA, SPRINT, at its sole cost and expense, shall relocate any of the communications system to other areas of the right of way as determined by RCRRA, for any reason deemed necessary by RCRRA.

Provided, however, that in the event the RCRRA request to SPRINT to move the communication system is for the benefit of a third party, other than an agency or department of the United States government, the State of Minnesota, the County of Ramsey, or any other local governmental unit, that the RCRRA shall require that such third party shall pay the reasonable cost to relocate the communication system.

7. Termination. Either party may terminate this permit at any time by giving sixty (60) days notice in writing to that effect to the other party. Upon termination of this agreement as to all or any portion of SPRINT's cable, SPRINT may elect to abandon all or any portion of its subsurface cable in place. Should SPRINT elect to remove its cable, SPRINT shall have sixty (60) days to remove its cable from the right of way and restore the premises to the satisfaction of RCRRA. If SPRINT shall so fail to do, RCRRA may remove or otherwise dispose of the cable as it sees fit at the expense of SPRINT, without any liability for damages.
8. Abandonment and default. If SPRINT abandons its use of the premises for the installation, operation, maintenance or repair of said communications system, or should SPRINT fail to perform any of the conditions herein expressed after written notice and a reasonable opportunity to cure, the permit herein granted shall immediately cease, terminate, and revert to RCRRA, and RCRRA shall have all rights accorded to it for the recapture of its premises as provided by law.
9. Taxes. SPRINT shall pay any and all taxes, special assessments, or other charges which may be levied against the premises as a result of this permit.
10. Indemnification. SPRINT hereby agrees to protect, indemnify, hold harmless and defend RCRRA, its commissioners, employees, and agents, from and against any and all cost, expense, liability, damages, loss, claims, or actions, including attorney's fees, arising out of or by reason of any act or omission of Sprint, its agents or employees, in the execution, performance or failure to adequately perform Sprint's obligations pursuant to this agreement.

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

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

- A. Liability Insurance

Commercial General Liability Insurance (CGL)

Minimum Limits:

\$750,000 each event limit

\$1,000,000 general aggregate

\$1,000,000 products/completed operations total limit

\$750,000 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 agreement or on a blanket basis
 - e. "X,C,U" Hazard Liability
 - f. Personal Injury Liability - including claims related to employment and coverages a through e

RCRRA officials and employees shall be added as additional insured on said policies.

- 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. The agent shall certify whether or not he/she has errors and omissions coverage. The insurer shall have a Bests' rating not less than a B+.
- E. The insurance company shall give thirty (30) days' written notice to both SPRINT and RCRRA of cancellation, non-renewal, or any material changes in the policy and certificates of insurance.
- F. Nothing in this permit shall constitute a waiver by RCRRA of any statutory or common law immunities of liability limitations.

12. Notices. Written notices required under this agreement shall be addressed to RCRRA at:

Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
St. Paul, MN 55102
RE: PNE069

and to SPRINT at:

Sprint Communications Company L. P.
Attn: Manager, Network Real Estate
1200 Main Street, MOKCMT1004
Kansas City, MO 64105

with copies of default notices to:

Sprint Communications Company L. P.
Attn: General Business Group/Real Estate Counsel
8140 Ward Parkway
Kansas City, MO 64114

13. Assignment. SPRINT shall not transfer, assign, sell, sublet, sublicense, or otherwise convey its interest in this permit without the prior written consent of RCRRA. Notwithstanding the foregoing, SPRINT shall have the right

to assign without prior notice or consent its rights under this agreement to any subsidiary, affiliate, successor, legal entity, or subsidiary affiliate in which SPRINT maintains a twenty-five (25) percent ownership interest.

14. Non-exclusivity. This permit is non-exclusive and is granted subject to the outstanding rights of others to occupy the premises. RCRRRA 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 communications system. RCRRRA does not warrant its title to the premises nor undertake to defend SPRINT in the peaceable possession, use or enjoyment thereof.
15. RCRRRA represents and warrants that it is not a "local government unit" as defined by Minnesota Statutes Section 237.162 and is not subject to the requirements applicable to a local government unit as set forth in SF 442 relating to Rights of Way (as enacted, "the Act"). If this representation shall during the term of this Permit be determined by the parties or any court of competent jurisdiction to be incorrect, then this Permit shall be amended by the parties to the extent necessary to comply with applicable requirements of the Act. Such amendment shall be prospective only and RCRRRA shall not be required to refund Sprint any moneys paid by it under this agreement prior to such amendment.

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Rafael E. Ortega Date
Chair

Kathryn DeSpiegelaere 3/19/98
Kathryn DeSpiegelaere Date
Director

Approved as to form and execution

Karen Kushner 3/19/98
David F. MacMillan Karen Kushner Date
Assistant Ramsey County Attorney

Insurance approved:

for Denise Kapler by RRB 3/19/98
Denise Kapler Date
Risk Management

SPRINT COMMUNICATIONS COMPANY L. P.

By James B. Farris 1-20-98
James B. Farris, Director Date
Real Estate Acquisition and Administration

3M
BLDG.

ST. PAUL SWITCH
CENTER 847

845

EXHIBIT A

NEW CABLE

ST. PAUL PW.
COURT CA.
MCI
METALWANT
S.M.
NSB
ST. PAUL WARE
TRANS. STOP
VULCAN
WILCOX
ACCU. TRANS.

11:30
THURSDAY

TICKET 449953

EXISTING DUCT

SUST. H.N.

1702
TO SPICE GBT

16 MAIN

STREET OVERPASS

PROPERTY

OLD BN
PROPERTY

NOW PARKS +
REC

ABANDONED
SPRINT CABLE

UNION PACIFIC

existing
U.S. Telecom
U.S. SPRINT

SIO REF
f.l.c. PNE033

TAK BIKE

Hot
CUT
1142

AT MN040014
SC=MAP
366-880-035

Existing

PROPOSED NEW BUILD

520-526-5611
ELDEN JENSEN
MCI
PERMITS

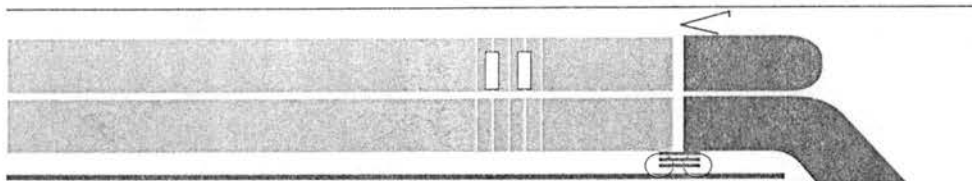
Tim
BENETTI
612-266-2764
612-777-1707

W7120200

PRELIM.

#1

EARL



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 24, 1998

(Immediately following the 1:30 p.m. Administrative Board Meeting)

COUNCIL CHAMBERS - 3RD FLOOR COURTHOUSE

1. Procedures/Past Practices/Recommendations on Right of Way Permits
2. * a) Approve the Construction Agreement and Permit between RCRRA and MCI Telecommunications Corporation to Install and Operate a 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 and Permit on Behalf of RCRRA.
3. * a) Approve the Construction Agreement and Permit Between RCRRA and Brooks Fiber Communication of Minnesota to Install and Operate a 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 and Permit on Behalf of RCRRA.
4. * a) Approve the Construction Agreement and Permit Between RCRRA and Sprint Communications Company L.P. to Install and Operate a 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 and Permit on Behalf of RCRRA.
- * Action is requested



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

3/19/98
Date

Board Action Requested

Procedures/Past Practices/Recommendations
on Right of Way Permits

DISCUSSION ONLY

Request Justification

- See attached:
1. Memo from K. DeSpiegelaere
 2. Northeast Corridor Management Plan
 3. Policies from RCRRA Procedure Manual for Right of Way Specialist

Budgeting and Accounting _____

County Attorney _____

Risk Management _____

Documentation certified complete for:

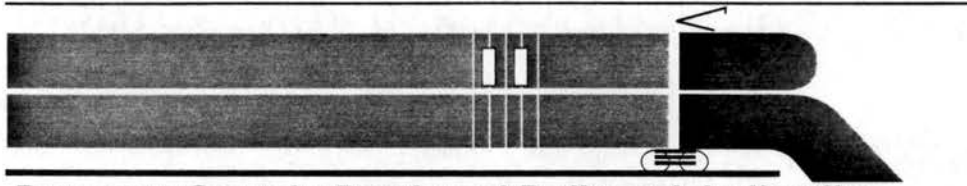
March 24, 1998

Board Date

Kristine A. Longhenry
Signature

3-19-98

Date



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: Procedures, past practices and recommendations on right of way permits

Date: March 19, 1998

Several issues were raised at the March 17th Board Meeting concerning indemnification, rental rates, and seeking approval for construction agreements and permits separately.

Past practices regarding these matters have been based on guidelines given in the Northeast Corridor Management Plan adopted by the RCRRA in Resolution R94-13, dated April 26, 1994 and administrative practices set forth in the Procedures Manual relating to real property management.

Indemnification – use language in existing permits and get County Attorney approval for any changes.

Rental rates – charge a minimum of 5% of the appraised value per square foot. The right of way was divided into 12 segments and the appraised values were estimated from comparable sales. The values range from \$0.16 per square foot to \$1.65 per square foot. The base price for the permit fee depends on which segment(s) it is in. The property was purchased for \$0.38 per square foot.

Permits and Construction Agreements – timing of board submittals. Past practice has been to seek approval for the construction agreement, then seek approval for the permit after the facility was built.

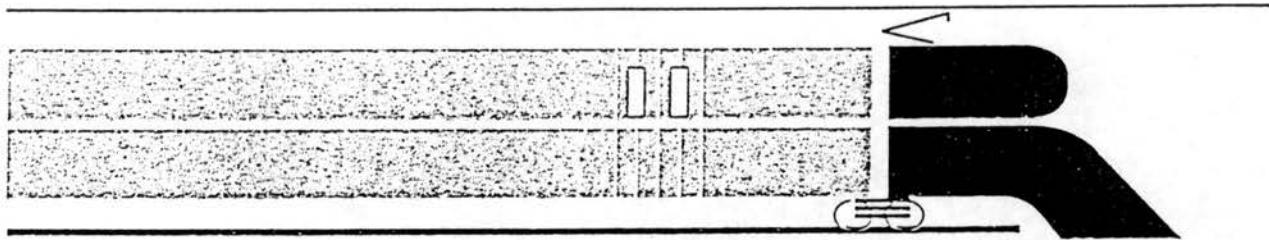
Recommendations:

Indemnification – continue present practice;

Rental rates – maintain same rental rates but reappraise the base rates every 6 years;

Permits and Construction Agreements – for today, combine the construction agreements and permits, and approve and authorize the Chairman to sign them. In the future, combine the documents into one document entitled permit.

Northeast Corridor Management Plan



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

April, 1994

RECOMMENDATIONS

Based on a review of the practices of other jurisdictions, written policies regarding use and management of property appear to be infrequently adopted and prepared as a response to specific, repeated problems. Instead, issues are evaluated situationally using general guidelines that have developed on a staff level, but have not been placed in written form. These guidelines include the actual decision-making criteria and processes used to resolve identified problems.

The guidelines recommended for RCRRA are based on the written and unwritten management practices of other entities as they best apply to RCRRA and its property.

The recommendation is to adopt the following guidelines, rather than inflexible rules, and to allow RCRRA to modify its guidelines at any time. The guidelines are consistent with RCRRA's authority to acquire, use, and dispose of property as it sees fit, in accordance with Minnesota Statutes 398A.

Use of property

Requests for use of the right of way must be made in writing to RCRRA, and will be addressed using the following guidelines:

1. All uses of the right of way must be documented with a written agreement.
2. Requests for usage will be evaluated by RCRRA staff on a situational basis, as follows (see also Figure 2):
 - a. Any usage which adversely affects the present or planned future use of the property will not be permitted.
 - b. Any usage which may be illegal, which may cause environmental damage, or which may create a security or liability concern for RCRRA or the surrounding community will not be permitted.
 - c. All permits issued will be subject to the following conditions:
 1. Payment to RCRRA of a \$100 administrative processing fee, which may be waived for other governmental entities,
 2. RCRRA's option to cancel the agreement upon no more than 30 days written notice,
 3. At termination the premises must be vacated and restored to its former state at the sole cost and responsibility of the user,
 4. Assignability only with the consent of RCRRA,
 5. The user's evidence of liability insurance at levels recommended

by Ramsey County Risk Management, with RCRRRA named as an additional insured on the policy, and

6. Additional conditions that may be imposed to protect the health, safety, or welfare of the public or to protect any public or private property interests, as determined by RCRRRA staff.

Permits containing these conditions may be issued for any of the following uses at the discretion of the director of RCRRRA, and will not be subject to RCRRRA approval:

- i. Temporary uses (less than one year in duration),
- ii. Uses which may benefit RCRRRA property, or
- iii. Uses for a public, not-for-profit purpose.

The director of RCRRRA may choose at any time to bring any use request, including those not subject to RCRRRA approval, to RCRRRA for action.

- d. For those uses which cannot be considered temporary, or for those uses which solely benefit the encroaching party and do not benefit the RCRRRA property, a negotiated agreement must be reached which will be subject to the approval of RCRRRA. Any such agreement must provide for either a fair market rent, with provisions for future escalation, or a one-time payment based upon the diminished value of the land.
3. Non-permitted uses under the above guidelines may be granted only with a variance approved by RCRRRA.

Access to property (see also Figure 3)

Access restrictions may include, but will not be limited to, fencing, tree planting, or earthen berms. The type of restriction to be installed will be dependent upon purpose, location, and cost. It is not anticipated that fencing will be installed in residential neighborhoods, although that right will be reserved by RCRRRA under the conditions noted below.

RCRRRA staff will control access to the corridor under the following circumstances:

1. To prevent trespass onto adjoining property or unauthorized encroachment. Access restriction will be used as a last resort to resolve such problems, and will be installed only when all other reasonable means of resolution are not successful.
2. To remedy a security or liability risk. Access restriction will be installed in such cases where it is determined that such restriction will serve to protect users of the property and/or the property itself from harm. RCRRRA staff will confer with the appropriate Ramsey County staff, including Risk Management, Environmental Health, and the County Attorney,

in making this decision.

3. To prevent repeated incidents of dumping and the cost of cleanup. This will be a cost decision made by staff.

Cost responsibility for the installation and maintenance of any access restriction will be negotiated with adjoining property owners and users of the corridor.

Sale of property (see also Figure 4)

Requests for sale of property will be addressed using the following guidelines:

1. Property considered for sale will first be reviewed by RCRRA staff and/or its consultants to determine whether it should be considered surplus. RCRRA staff will confer with the Parks and Recreation Departments of Ramsey County and the City of St. Paul in making this decision.
2. If property is deemed surplus by staff, the proposed sale will be brought to the RCRRA for their review. The RCRRA will be asked to give staff the approval to negotiate a sale of the property and to officially declare the property surplus to the needs of RCRRA.
3. If the value of the property is determined by RCRRA staff to be more than \$1,000, RCRRA staff will have the property appraised by one or more qualified appraisers.
4. A direct sale may be negotiated under the following circumstances:
 - a. The property is subject to right/s of refusal, and the holder of a refusal right wishes to acquire the property;
 - b. The property is needed for the economic well-being of an adjoining property owner or a lessee who currently occupies the property;
 - c. The property is desired by the State of Minnesota, a local government unit, or a non-profit organization with a mission complementary to that of RCRRA.
5. If a direct sale is not negotiated, the property will be offered for sale to the public through a sealed bid offering. Notice of this offering will be published in a manner to bring the sale to the attention of the greatest number of potential purchasers.

If no acceptable bid is received, RCRRA staff may pursue a negotiated sale with any party who may be interested in purchasing, whether the sale be direct or through listing with a real estate broker.

6. Under any of the above scenarios, if a sale agreement is reached, the terms of sale will be brought to the RCRRA for their approval. A sale will be generally acceptable at a price not less than the appraised value of the

property.

7. Once RCRRA approval has been granted, the sale of the property may be closed.

Information program

Prior to commencing its management activities, RCRRA intends to communicate this plan to those persons and property owners who will be affected by it. This includes contacting each of the neighboring property owners along the right of way by mail, and, where needed, in person.

This plan will also be presented to the Cities of Maplewood and St. Paul and the appropriate St. Paul community councils for their information.

An immediate step in informing the public as to the ownership and management of this property will be the installation of boundary markers. These markers will be placed along the entire boundary of the right of way. The markers will be durable and visible monuments which will assist in the enforcement of property boundaries, thus providing a method of resolving encroachment disputes. The markers will also serve an informational purpose, providing information as to ownership, use, and future plans for the property.

Entrance signs will also be placed at the access points of the right of way which can be easily seen by the users of the recreational trails. The entrance signs will include a statement that the recreational trails have been developed with the concurrence of RCRRA and that light rail transit and trails may jointly occupy the right of way in the future.

RCRRA has established a telephone number to deal exclusively with questions, comments, and concerns relating to the northeast corridor right of way. This number, 266-2759, will be provided to adjoining property owners, and will also be included on each boundary marker and entrance sign.

POLICIES

2. A. RCRRA has not established any policies relating to the real property it owns. The RCRRA board has adopted guidelines and staff follow certain administrative practices pertaining to real property management.

2. B. RCRRA's guidelines with respect to:

- i. Use of property
- ii. Access to property
- iii. Sale of property

are outlined in the Northeast Corridor Management Plan (Exhibit 2A). These guidelines are intended to be flexible and may be extended or revised to apply to other properties RCRRA may purchase in the future, as appropriate.

These guidelines are applied in a consistent manner. Non-permitted activities will only be allowed with board consideration and approval.

2. C. RCRRA staff have adopted administrative practices in managing the RCRRA property, as follows:

i. Requests for sale. RCRRA practice has been not to sell or grant any permanent rights to its property until such time that it is developed for use. A decision on how much land RCRRA needs for LRT with specific dimensions won't be available until LRT is actually designed, an event unlikely to occur for several years. Until such development decisions are made, RCRRA staff has recommended certain uses of RCRRA property be allowed under cancelable permits, easements, and lease agreements.

ii. Location of fencing. RCRRA practice in the placement of boundary fencing has been to establish the fence on the property line, unless an agreement has been reached with the adjoining property owner for their use of the land outside of the fence, or if statute or ordinance dictate otherwise.

iii. Negotiated agreements. RCRRA practice in the negotiation of leases, permits, and other temporary agreements has been to require the following standard conditions:

- a. Termination. RCRRA retains the right to terminate any lease, license, or permit,

generally upon thirty days written notice to the other party. Easements granted for buildings or other structures contain a term which coincides with the life of the improvement.

- b. Maintenance and operations. New leases, licenses, or permits executed by RCRRA are absolute net agreements, with the property user assuming all responsibility for property maintenance, taxes and assessments, and insurance.
- c. Rent. RCRRA practice has been to set rental rates at a fair market return, with a minimum of 5% of market value per year. RCRRA's original appraisal of its property has been used to establish a value for the land being used.

A rental rate of greater than 5% can be negotiated, depending upon the terms of the agreement and market conditions. The 5% base follows the established practice of HCRRA and reflects RCRRA's retention of a short-term cancellation clause.

The minimal payment which RCRRA will accept for a negotiated agreement is \$100, in order to, at minimum, offset the administrative costs for processing the agreement. Rent is waived for other governmental agencies.

- d. Term. The term of an agreement is based on negotiation between the parties and the projected future need for the property by RCRRA and/or its assigns.

RCRRA staff have used the following guidelines to negotiate agreements for specific uses:

1. Unauthorized residential encroachments:

5% of fair market value	Term	Rent
-----	-----	-----
< \$33	3 years	\$100
\$33 - \$100	indefinite	\$100/year
> \$100	indefinite	5% of FMV/year

2. Commercial leases. Leases have been negotiated which provide the tenant with a 10 year term, with up to two renewal options. The future need for the RCRRA property will be evaluated at the end of each term and the agreement renewed or canceled, as appropriate. RCRRA retains the option to terminate the agreement at any time, as noted above.
3. Utilities. Because these land uses are generally long-term, a specific term is not specified, with RCRRA retaining the right to cancel the agreement upon 30 days notice.

As time goes on, other administrative practices will likely evolve and should be documented and added to this listing.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kristine A. Longhenry
Authorized Signature

3/19/98
Date

Board Action Requested

- A) Approve the Construction Agreement and Permit between RCRRA and MCI Telecommunications Corporation to Install and Operate a Fiber Optic Cable Along the 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 and Permit on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

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

Budgeting and Accounting _____

County Attorney _____

Risk Management _____

Documentation certified complete for:

March 24, 1998

Board Date

Kristine A. Longhenry
Signature

3-19-98

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 and operate a fiber optic communications cable; and

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

WHEREAS, The granting of this construction agreement and permit 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 and permit are hereby approved; and Be It Further

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the construction agreement and permit 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 and Permit between Bush Ave. and Earl St., St. Paul
MCI Telecommunications Corporation

Date: March 19, 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 and operate 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 and operating 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 and permit 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 and permit 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 RCRRA, 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 RCRA 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 Deppiegelaere 3/2/98 Date
Director, RCRRRA

MCI TELECOMMUNICATIONS CORPORATION

By Keith E. Steiner Date
Vice President



NETWORK MCI SERVICES
2250 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

PERMIT

THIS PERMIT, made this _____ day of _____, 1997, (the Execution Date), 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 MCI Telecommunications Corporation, party of the second part (hereinafter referred to as "MCI").

WITNESSETH:

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 a strip of land of varying widths located between Bush Avenue and Earl Street, all in St. Paul, Minnesota (hereinafter referred to as "right of way"), as evidenced by Quit Claim Deed on file and of record in the office of the Ramsey County Recorder as document no. 2693267; and

WHEREAS, MCI has requested permission and a written agreement from RCRRA to construct, reconstruct, install, reinstall, surveil, operate, maintain, repair, and remove an underground fiber optic communications cable and related appurtenances for providing and transmitting signals for communications purposes (hereinafter referred to as "Cable") within RCRRA right of way; and

WHEREAS, RCRRA is desirous of cooperating with MCI, provided its future options for developing the right of way are not precluded;

NOW THEREFORE, it is agreed as follows:

1. License to use. RCRRA does hereby grant and convey unto MCI a permit for the construction, reconstruction, installation, reinstallation, surveillance, operation, maintenance, repair, and removal of a fiber optic communications cable and related appurtenances, along with reasonable access thereto, and for no other purpose, within the right of way property shown and described on Exhibit "B", which is also the as-built plan prepared by MCI (hereinafter referred to as "Premises"), hereto attached and made part of this permit agreement.
2. Consideration. In consideration of the foregoing, and along with the promises and covenants herein contained, MCI will pay to RCRRA the annual sum of \$1,283.50 for (5,134) linear feet of right of way calculated at a rate of twenty-five cents (\$0.25) per linear foot for underground facilities

and shall be due and payable to RCRRA annually from the Execution Date of this Agreement.

The annual fee for this permit will be renegotiated after five years between the parties to this agreement. It is the intent of the RCRRA to adjust the fee to reflect changes in value of the real estate as estimated from comparable sales and/or the Consumer Price Index.

3. Ownership. The cable and related appurtenances shall be and remain at all times the personal property of MCI and shall not be considered a part of the real property owned by RCRRA upon which the premises are located, regardless of the manner of attachment to or the method of installation below the premises.
4. Maintenance. All costs of maintaining and repairing the cable shall be the sole responsibility of MCI. Any installation, reinstallation, reconstruction, maintenance, repair, or removal of the communications system shall be done by MCI in accordance with written specifications to be approved in advance by RCRRA. Such approval will not be unreasonably withheld or denied. In the event of an emergency demanding immediate examination of or repairs to the communications system, MCI shall not be deemed in breach of this agreement if it takes reasonable steps to provide RCRRA and any other affected parties telephonic or verbal notice prior to entry upon the premises.
5. Restoration. MCI shall be responsible, without cost to RCRRA, to repair and restore to the reasonable satisfaction of RCRRA any damage or destruction of property to whomsoever belonging which may be made necessary by reason of the use of said premises for said cable. Any excavation or filling made on the premises pursuant to this permit shall be done in such a manner as to not interfere with existing lines of drainage or improvements located within the premises. Disturbed areas are to be seeded with MnDOT 1200 Seed Mixture at a rate of 20 pounds per acre. Wood fiber blankets, anchored with No. 11 U-shaped staples are to be installed to protect seeded areas.

MCI further agrees that if RCRRA or its successors or assigns utilize the premises for the purpose of Light Rail or any other form of rail transit, any repairs, maintenance, or removal of the cable shall be performed in a manner which will not interrupt the rail services for any duration. RCRRA shall advise MCI of its requirements in the scheduling of activities, repairs, maintenance, or removal of MCI's cable required under this paragraph and MCI shall comply with said requirements.

6. Relocation. In no case shall any part of the cable be located in a manner that will interfere with any facilities or operations of RCRRA, its licensees, lessees, or easement holders. At the request of RCRRA, MCI, at its sole cost and expense, shall relocate any of the communications system to other areas of the right of way as determined by RCRRA, for any reason deemed necessary by RCRRA.

Provided, however, that in the event the RCRRA request to MCI to move the communication system is for the benefit of a third party, other than an agency or department of the United States government, the State of Minnesota, the County of Ramsey, or any other local governmental unit, that the RCRRA shall require that such third party shall pay the reasonable cost to relocate the communication system.

7. Termination. The permit may be terminated by either party by giving ninety (90) days notice in writing to that effect to the other party. Upon termination of this permit as to all or any portion of MCI's cable, MCI shall have ninety (90) days to remove its cable from the right of way and restore the premises to the satisfaction of RCRRA. If MCI shall so fail to do, RCRRA may remove or otherwise dispose of the cable as it sees fit at the expense of MCI, without any liability for damages.
8. Abandonment and default. If MCI abandons its use of the premises for the installation, operation, maintenance or repair of said communications system, or should MCI fail to perform any of the conditions herein expressed after written notice and a reasonable opportunity to cure, the permit herein granted shall immediately cease, terminate, and revert to RCRRA, and RCRRA shall have all rights accorded to it for the recapture of its premises as provided by law.
9. Taxes. MCI shall pay any and all taxes, special assessments, or other charges which may be levied against the premises as a result of this permit.
10. Indemnification. MCI hereby agrees to protect, indemnify, hold harmless and defend RCRRA, its commissioners, employees, and agents, from and against any and all cost, expense, liability, damages, loss, claims, or actions, including attorney's fees, arising out of or by reason of any act or omission of MCI, its agents or employees, in the execution, performance or failure to adequately perform MCI's obligations pursuant to this agreement.

MCI acknowledges that the installation of this cable within

RCRRA's right of way involves risk as a result of the operations and facilities of RCRRA, its licensees, lessees, and easement holders, which risk will not be assumed by RCRRA. RCRRA shall not be liable to any party, including third parties, for any damage to the cable (including loss of same, of interference with or disruption of service or use thereof, and also including any consequential damages), even if such damage, interference, or disruption is caused or contributed to by the negligence of RCRRA, its licensees, lessees, and easement holders.

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

A. Liability Insurance

Commercial General Liability Insurance (CGL)

Minimum Limits:

\$750,000 each event limit
\$1,000,000 general aggregate
\$1,000,000 products/completed operations total limit
\$750,000 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 agreement or on a blanket basis
- e. "X,C,U" Hazard Liability
- f. Personal Injury Liability - including claims related to employment and coverages a through e

RCRRA officials and employees shall be added as additional insured on said policies.

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. The insurance company shall give thirty (30) days' written notice to both MCI and RCRRA of cancellation, non-renewal, or any material changes in the policy and certificates of insurance.
- F. Nothing in this permit shall constitute a waiver by RCRRA of any statutory or common law immunities of liability limitations.

12. Notices. Written notices required under this agreement shall be addressed to RCRRA at:

Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
St. Paul, MN 55102
RE: PNE070

and to MCI at:

MCI Telecommunications Corporation
2250 Lakeside Boulevard
Richardson, Texas 75082
Attention: Vice President

with copy to:

MCI Telecommunications Corporation
2400 N. Glenville Drive
Richardson, TX 75082
Attention: Law & Public Policy

13. Assignment. MCI shall not transfer, assign, sell, sublet, sublicense, or otherwise convey its interest in this permit without the prior written consent of RCRRA.

14. Non-exclusivity. This permit is non-exclusive and is granted subject to the outstanding rights of others to occupy the premises. RCRRRA 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 communications system. RCRRRA does not warrant its title to the premises nor undertake to defend MCI in the peaceable possession, use or enjoyment thereof.

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Rafael E. Ortega Date
Chair

Kathryn Despiegelaere Date
Kathryn Despiegelaere
Director

Approved as to form and execution

Karen Kushner 3/19/98
David F. MacMillan Karen Kushner Date
Assistant Ramsey County Attorney

Insurance approved:

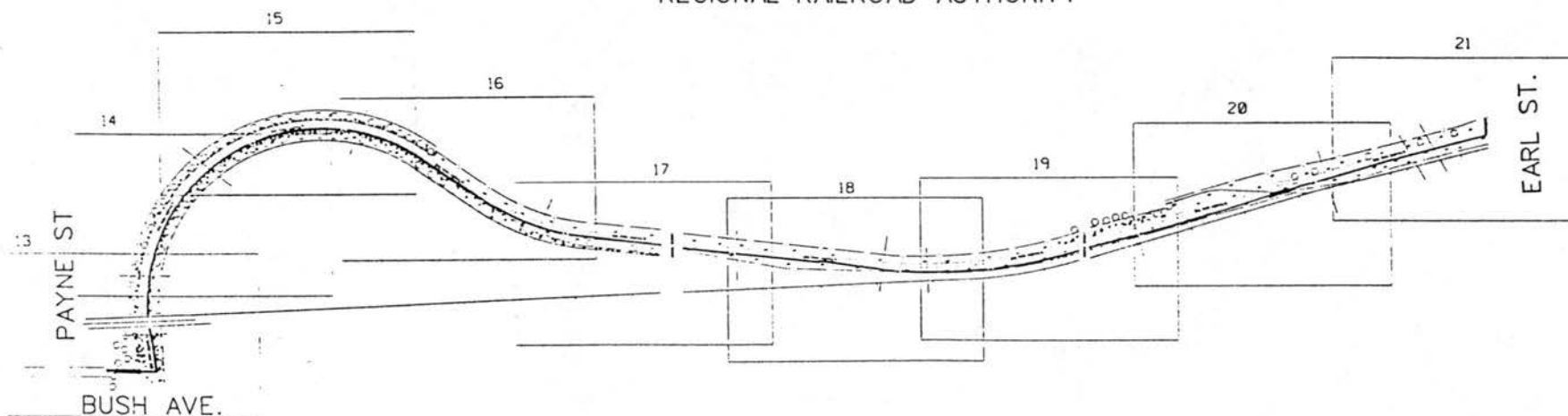
Denise Kapler 3-18-98
Denise Kapler Date
Risk Management

MCI TELECOMMUNICATIONS CORPORATION

By Keith E. Steiner Date
Vice President

INDEX SHEET

REGIONAL RAILROAD AUTHORITY



PROJECT:	007-2
SPAN:	
WINE APC. S :	C ST = 4

[illegible]

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION

DATE:	10-20-97
ENGINEER:	B E C
DRAWN BY:	201

REVISIONS		
DATE	DESCRIPTION	REV.
3-14-58	CHANGE R/L	R/L

SCALE

HORIZONTAL:	N/A
-------------	-----

VERTICAL: N/A

MP . TO MP .

SHEET 12 OF

UWC NO. B10EIND10CN

CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-822-272-1000



RAMSEY COUNTY

8-07
6
6.30-10.00
15.00
4-7
4-5

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.



CAUTION

CAUTION

CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-822-252-1186

[illegible]

CITY OF ST. PAUL, MN.
RAMSEY COUNTY



PROJECT 017742

SPAN:

MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO. QUANTITY

418	495'
218	20'
638	475'
7180	1

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TODAY AMERICA THIRD-PARTY BUILD

DATE: 12-12-97

ENGINEER: B.E.C.

DRAWN BY: D.W.

REVISIONS

DATE	DESCRIPTION	INITIAL
12-97	CHG'D R/L	DW

SCALE

HORIZONTAL: 1"=50'

VERTICAL: 1"=50'

MP TO MP

SHEET 15 OF 21

DWG. NO. 01774205.DGN

GREENBRIAR ST.

WADENA AVE.

R8991/R16952

BIKE PATH (ASPHALT)

MATCH LINE
SEE SHEET
14 OF 21
SURVEY STA 9+95

RR STA 14+90
MATCH LINE
SEE SHEET
16 OF 21
SURVEY STA 14+90

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.
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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



PROJECT: 817742

SPAN:

MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO.	QUANTITY
418	725'
218	15'
248	1
528	644'
7180	2

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.E.C.

REVISIONS

DATE	DESCRIPTION	INITIALS
12-97	CHG. 9/L	DP

SCALE

HORIZONTAL: 1"=50'

VERTICAL: 1"=50'

MP TO MP

SHEET 16 OF 21

DWG. NO. 81774201.DGN

RR STA 14+90
SEE SHEET 15 OF 21 SURVEY STA 14+90
MATCH LINE

CALL GREG REESE
612-488-7291 EXT. 306
48 HRS. PRIOR TO
CONSTRUCTION.

NOTE: UTILITIES SHOWN ARE FROM FIELD OBSERVATIONS AND AVAILABLE RECORDS
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PRIOR TO CONSTRUCTION. ALL CONSTRUCTION WORK SHALL CONFORM
TO THE CITY OF ST. PAUL, MN. SPECIFICATIONS.

14+90	14+71	17+05	17+10	17+25
4"Ø	2"	2"	4"	4"
274	270	240	270	270
4"Ø	2"	2"	4"	4"
25	40	25	40	40
CABLE	1/4" POPE W/ 3-1/4" AOT	1/4" POPE W/ 3-1/4" AOT	1/4" POPE W/ 3-1/4" AOT	1/4" POPE W/ 3-1/4" AOT
		CDL 88 OF CABLE		

ARLINGTON HILLS ADD.
SCHURMEIERS SUB.

WHITALL

12" A96051

17+07
W/R
100017

18+40
W/R
100018

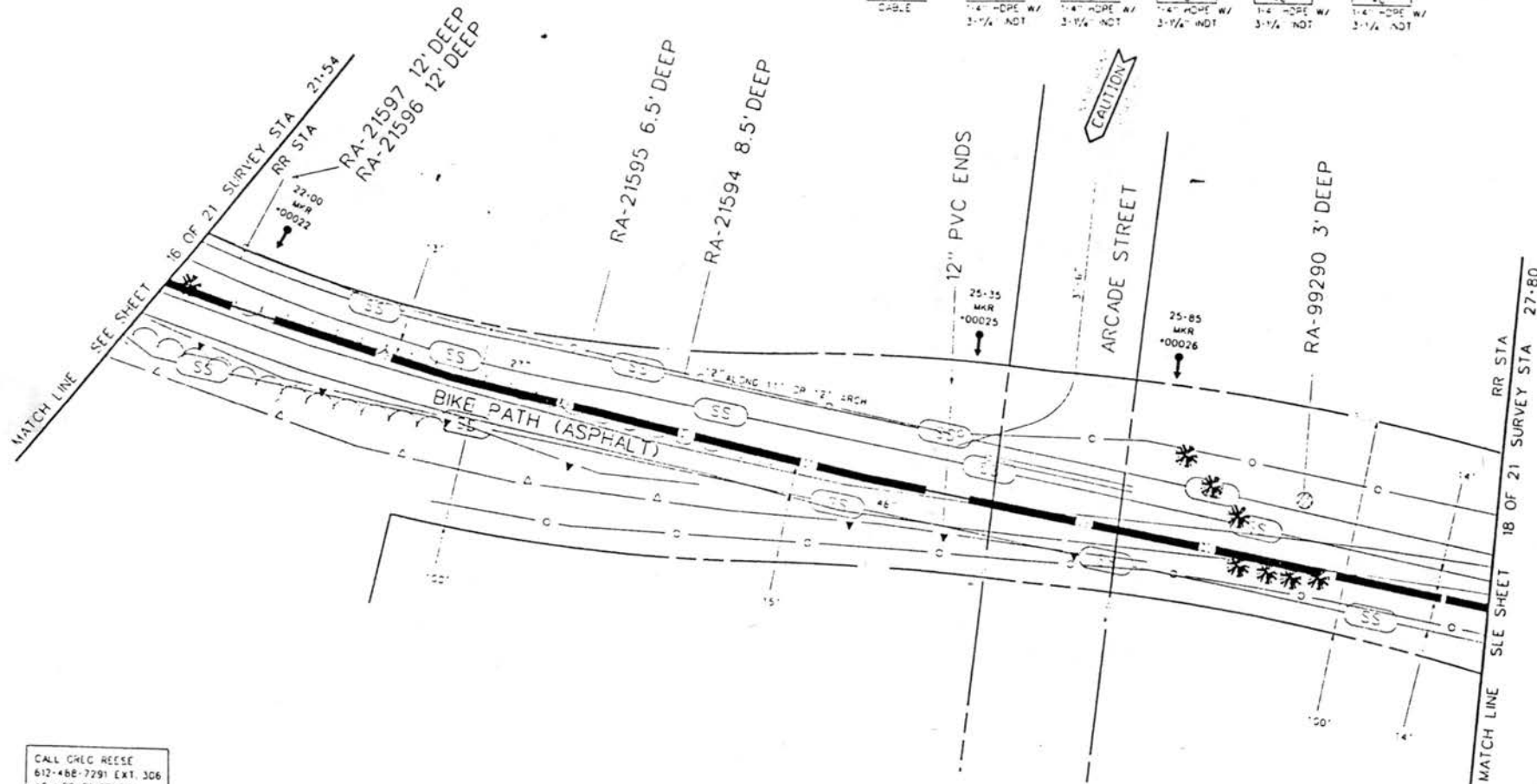
19+40
W/R
100019

RR STA 21+54
SEE SHEET 17 OF 21 SURVEY STA 21+54
MATCH LINE

CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED
1-800-252-1166

CITY OF ST. PAUL, MN.
RAMSEY COUNTY

27-28	27-28	27-28	27-28	27-28	27-28
2	2	2	2	2	2
4-10	4-10	4-10	4-10	4-10	4-10
27-28	27-28	27-28	27-28	27-28	27-28
4-10	4-10	4-10	4-10	4-10	4-10
27-28	27-28	27-28	27-28	27-28	27-28
4-10	4-10	4-10	4-10	4-10	4-10
CABLE	CABLE	CABLE	CABLE	CABLE	CABLE
3-1/4" HOPE W/	3-1/4" HOPE W/	3-1/4" HOPE W/	3-1/4" HOPE W/	3-1/4" HOPE W/	3-1/4" HOPE W/
3-1/4" NOT	3-1/4" NOT	3-1/4" NOT	3-1/4" NOT	3-1/4" NOT	3-1/4" NOT



CALL GREG REESE
612-488-7291 EXT. 306
48 HRS. PRIOR TO
CONSTRUCTION.

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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	626'
210	48'
630	586'
7120	3

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TRACK AMERICA & THIRD-PARTY BUILD

DATE:	10-12-97
ENGINEER:	B.E.C.
DRAWN BY:	B.M.N.

REVISIONS		
DATE	DESCRIPTION	INITIALS
12-97	CHG'D. R/L	DM

SCALE

HORIZONTAL: 1"=50'

VERTICAL: 1"=50'

MP TO MP

SHEET 17 OF 18

DWG. NO. E1774285-02

CITY OF ST. PAUL, MN.
RAMSEY COUNTY

40+70	40+70	41+50	42+00	42+50
1	2	3	4	5
410	520-66	210-20	520-58	210-52
520	210	20	210	50
410	410	410	410	410
20	40	40	40	40
CABLE	1-4 HOPE W/ 3-1/4 INCH	1-4 HOPE W/ 3-1/4 INCH	1-4 HOPE W/ 3-1/4 INCH	1-4 HOPE W/ 3-1/4 INCH



PROJECT: 017742
SPAN:
MINNEAPOLIS TO ST. PAUL

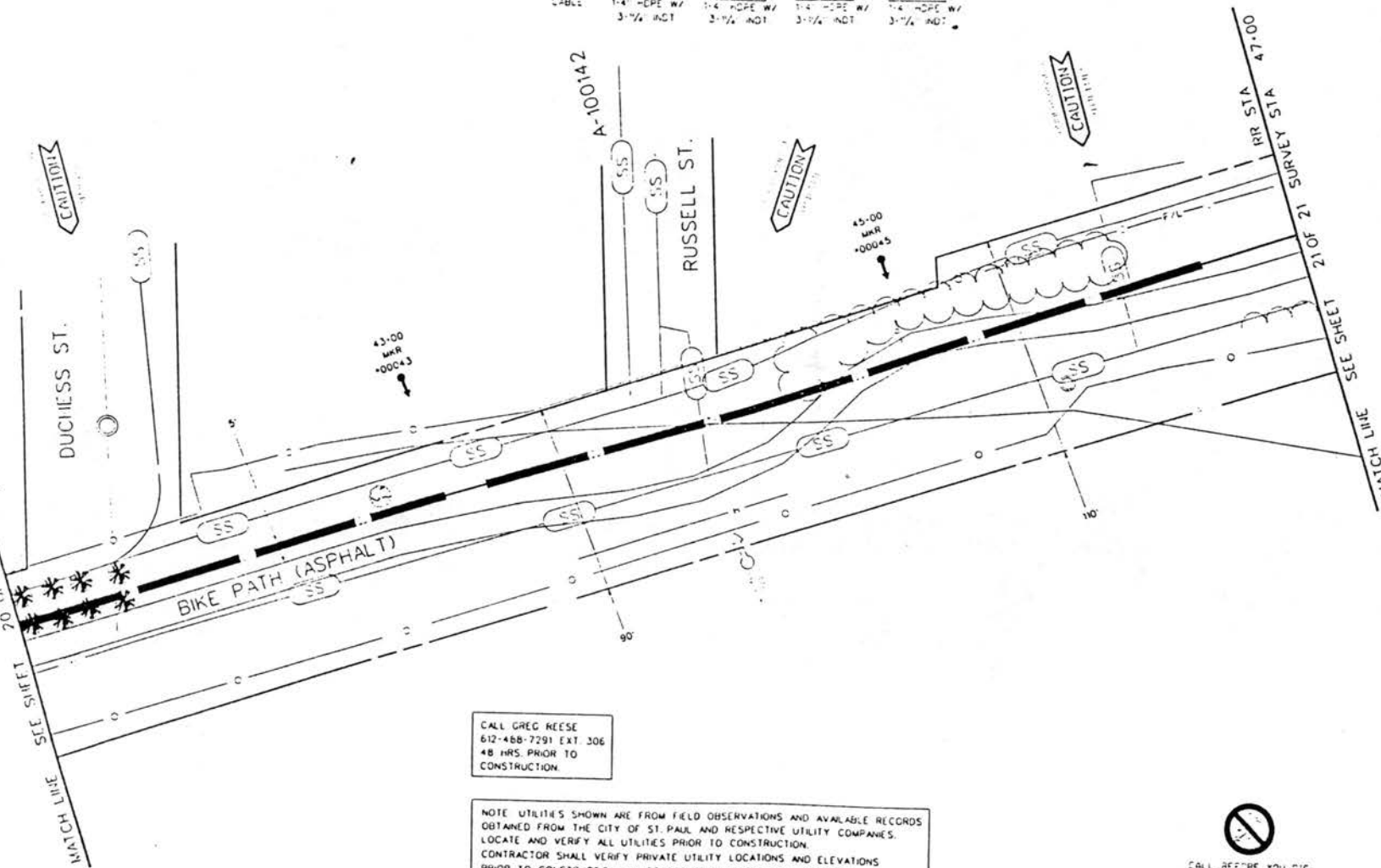
CLARIFICATION NO	QUANTITY
410	62'
210	78'
530	558'
7100	3

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TOUCH AMERICA THIRD-PARTY BUILD

DATE: 12-15-97
ENGINEER: B.E.C.
DRAWN BY: D.P.J.

REVISIONS		
DATE	DESCRIPTION	INITIAL
12-97	CHG'D. R/L	DP

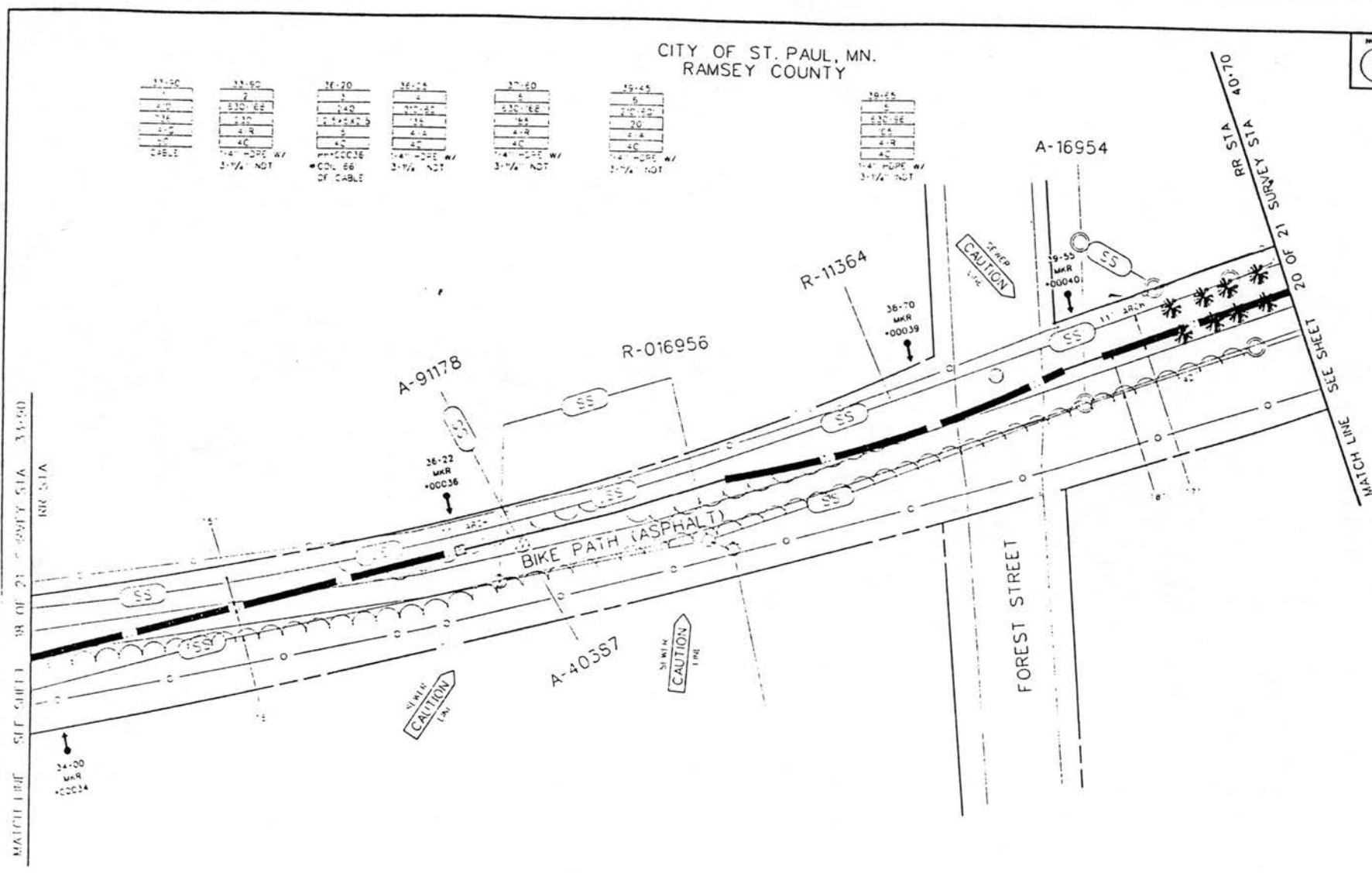
SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP - TO MP -
SHEET 20 OF 21
DWG. NO. 01774205.DGN



CALL GREG REESE
612-468-7291 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
1-800-252-1168



CITY OF ST. PAUL, MN.
RAMSEY COUNTY

37-50 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	32-50 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	26-50 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	20-50 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	14-50 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	8-50 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	2-50 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	0-50 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
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PROJECT: 017742
SPAN:
MINNEAPOLIS TO ST. PAUL

CLARIFICATION NO.	QUANTITY
418	736'
638	528'
218	158'
748	1
7180	4

MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TOUCH AMERICA THIRD-PARTY BUILD

DATE:		10-12-07
ENGINEER:		B.E.C.
DRAWN BY:		C.W.H.
REVISIONS		
DATE	DESCRIPTION	INITIAL
12-07	CHG'D. R/L	CH

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP TO MP
SHEET 19 OF 21
DWG. NO. 01774225.DGN

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
1-800-485-1166

CITY OF ST. PAUL, MN.
RAMSEY COUNTY



PROJECT 017742
SPAN:
MINNEAPOLIS TO ST. PAUL

CLASSIFICATION NO.	QUANTITY
410	611'
110	28'
240	1
210	525'
7100	2

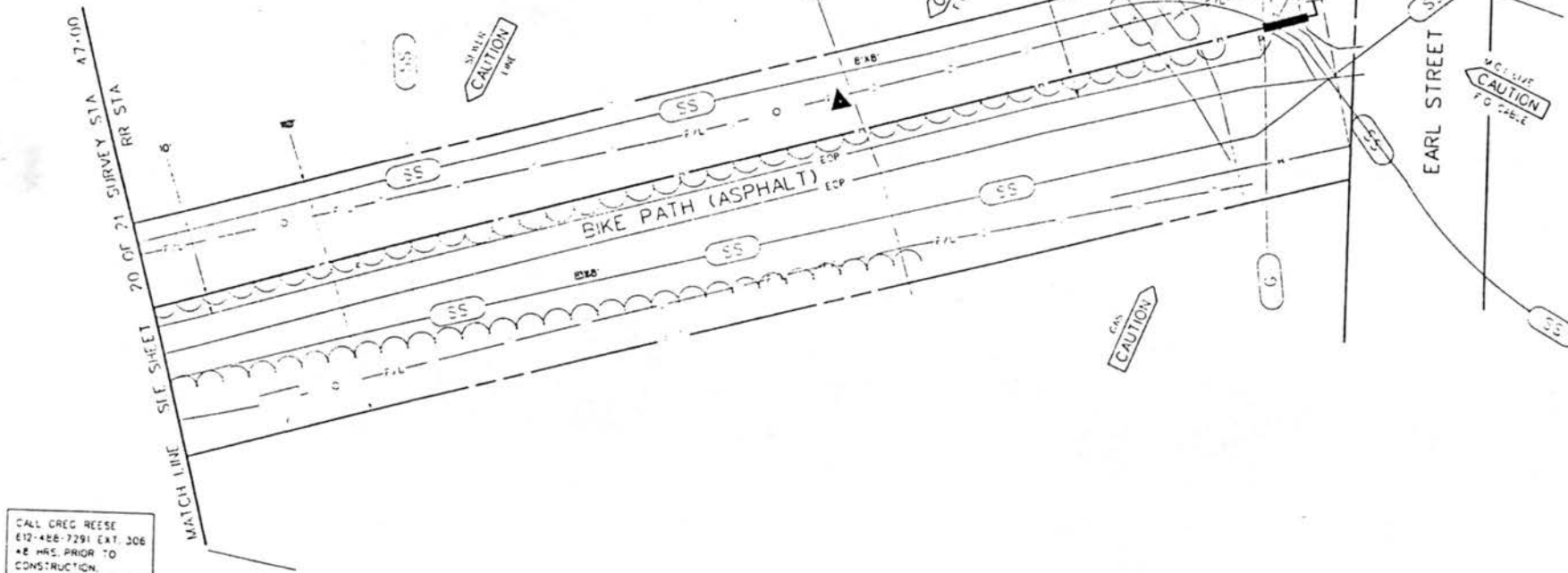
MCI
TELECOMMUNICATIONS CORPORATION
NETWORK CONSTRUCTION
TITLE: FIBER OPTIC CABLE ROUTE
TRENCH AMERICA THIRD PARTY BUILD

DATE: 12-12-07
ENGINEER: B.E.C.
DRAWN BY: J.S.

REVISIONS		
DATE	DESCRIPTION	INITIAL
12-07	CHGD. R/L	CH

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=50'
MP 10 MP
SHEET 21 OF 21
DWG. NO. 01774205.DGN

47-00 4" D 4" D 4" D 4" D CABLE	47-00 2 2 2 2 3-1/4" ADT	52-14 1 1 1 1 3-1/4" ADT	52-14 4 4 4 4 3-1/4" ADT	52-45 240 240 240 240 CON. 56 OF CABLE
--	---	---	---	---



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

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

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	

MCI00-MCI ALL HOKEJ

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	SRL3345160	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
	☐ OWNERS & CONTRACTORS 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 MCI 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

28

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

3/19/98

Date

Board Action Requested

- A) Approve the Construction Agreement and Permit between RCRRA and Brooks Fiber Communication of Minnesota to Install and Operate a 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 and Permit on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

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

Budgeting and Accounting _____

County Attorney _____

Risk Management _____

Documentation certified complete for:

March 24, 1998

Board Date

Kristine A. Longhenry

Signature

3-19-98

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 and operate a fiber optic communications cable; and

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

WHEREAS, The granting of this construction agreement and permit 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 and permit are hereby approved; and Be It Further

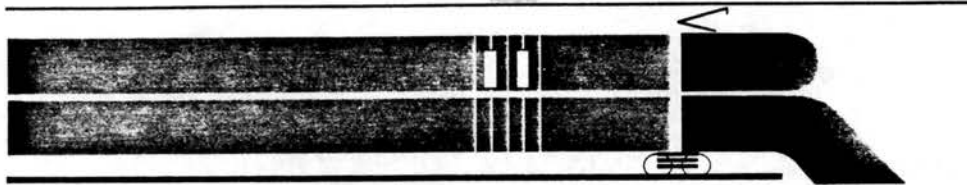
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the construction agreement and permit on behalf of Ramsey County Regional Railroad Authority.

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 and Permit, Earl Street, St. Paul
Brooks Fiber Communications of Minnesota

Date: March 19, 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 and operate 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 and operating 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 and permit with Brooks Fiber Communications of Minnesota for the installation and operation 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 and permit 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 Brooks Fiber Communications of Minnesota, (hereinafter referred to as "Brooks").

It is agreed as follows:

1. This agreement will commence on the date of execution by RCRRA, and shall expire Ninety (90) days thereafter.
2. The land covered by this agreement is that portion of the RCRRA Northeast Corridor right of way five feet on either side of the centerline as shown on Exhibit A attached hereto and made a part of this agreement (hereinafter the "premises").
3. Brooks 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.
4. Once the Cable has been installed, Brooks 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. When completed, the permit shall be executed by RCRRA and Brooks.
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. Brooks 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 Seed

Mixture 1200 at a rate of twenty pounds per acre. 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 Brooks shall be done in a manner which does not disturb, block, or in any way prevent the use of the recreational trail which crosses the premises. All damage to the recreational trail must be remediated by restoration to pre-existing 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. Brooks shall protect, indemnify, hold harmless and defend RCRRA, it's commissioners, employees, and agents, from and against any and all cost, expense, liability, damages, loss, claims, or actions, including attorney's fees, arising out of or by reason of any act or omission of Brooks, it's agents or employees, in the execution, performance or failure to adequately perform Brooks' obligations pursuant to this agreement.
8. Brooks shall purchase and maintain such insurance as will protect Brooks from claims which may arise out of the work of any Contractor including but not limited to the following:

A. Liability Insurance

Commercial General Liability Insurance (CGL)

Minimum limits:

\$750,000 each event limit
\$1,000,000 general aggregate
\$1,000,000 products/completed operations
total limit
\$750,000 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 agreement or on a blanket basis
- e. "X,C,U" Hazard Liability
- f. Personal Injury Liability - including claims related to employment and coverages a through e
- g. Broad Form Property Damage Liability

RCRRA 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. The agent shall certify whether or not he/she has errors and omissions coverage.
- E. The insurance company shall give sixty (60) days' written notice to both Brooks 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 _____

By Kathryn Despiegelaere Date
Kathryn Despiegelaere
Director

Insurance approved:

By Denise G. Kapler 12-20-97
Denise Kapler Date
Risk Management *pending*

Approved as to form and execution:

By David F. MacMillan 1-5-98
David F. MacMillan Date
Assistant Ramsey County Attorney

Budget and Accounting:

By Vern Wellag 1/7/98
James Van Houdt Date
Director

Brooks Fiber Communications of Minnesota

By Jos Lefau 12/9/97
Its: Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR 43
EROF101

DATE (MM/DD/YY)
12/30/97

PRODUCER

Lockton Companies/St. Louis
1 Cityplace Drive, Suite 160
St. Louis MO 63141

Phone No. 314-432-0500

Fax No.

INSURED

Brooks Fiber Properties, Inc.
BFC of Minnesota, Inc.
425 Woods Mill Road South
Town & Country, MO 63017

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	North River Insurance Co.
COMPANY B	Gulf Insurance Company
COMPANY C	United States Fire Insurance
COMPANY D	#30

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	541028501 1 BLANKET CONTRACTUAL XCU Included	01/01/97	03/01/98	GENERAL AGGREGATE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/POF AGG \$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	☐ OWNERS & CONTRACTORS PROT				EACH OCCURRENCE \$ 2,000,000
	☒ BLANKET A.I.				FIRE DAMAGE (Any one fire) \$ 300,000
	☒ AGG. PER LOCATION				MED EXP (Any one person) \$ 15,000
C	AUTOMOBILE LIABILITY	1380185451	11/15/97	03/01/99	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				AUTO ONLY - EA ACCIDENT \$
	☒ NON-OWNED AUTOS				OTHER THAN AUTO ONLY: \$
	☒ \$250 Comp. Ded.				EACH ACCIDENT \$
	☒ \$500 Coll. Ded.				AGGREGATE \$
	GARAGE LIABILITY				EACH OCCURRENCE \$ 25,000,000
	☐ ANY AUTO				AGGREGATE \$ 25,000,000
					RETENTION \$ 10,000
B	EXCESS LIABILITY	CU5849384	01/01/97	03/01/98	☒ UMBRELLA FORM
	☐ OTHER THAN UMBRELLA FORM				☐ WORKERS COMP. & EMPLOYERS' LIABILITY
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4060078038	01/01/97	03/01/98	EL EACH ACCIDENT \$ 1,000,000
	☒ THE PROPRIETOR PARTNERS/EXECUTIVE OFFICERS ARE:				EL DISEASE - POLICY LIMIT \$ 1,000,000
	☐ INCL				EL DISEASE - EA EMPLOYEE \$ 1,000,000
	☐ EXCL				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, ITS OFFICIALS & EMPLOYEES ARE INCLUDED AS ADD'L INSURED UNDER GENERAL LIABILITY AS RESPECTS THE OPERATIONS OF THE INSURED. RE: CONSTRUCTION OF FIBER OPTIC CABLE ON THE CITY OF ST. PAUL, MN, EARL STREET VICINITY.

CERTIFICATE HOLDER

RAMSEY CO. REG. RAILROAD AUTH.
ATTN: DENNIS BODIN
RAMSEY CO. GOV'T CENTER WEST
50 WEST KELLOGG BLVD., #665
ST. PAUL, MN 55102

30RAMS1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 60 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

S. Whitaker

ACORD CORPORATION 1988

PERMIT

THIS PERMIT, made this _____ day of _____, 1997, (the Execution Date), 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 Brooks Fiber Communications of Minnesota, party of the second part (hereinafter referred to as "Brooks").

WITNESSETH:

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 a strip of land of varying widths located at and east and west of Earl Street, all in St. Paul, Minnesota (hereinafter referred to as "right of way"), as evidenced by Quit Claim Deed on file and of record in the office of the Ramsey County Recorder as document no. 2693267; and

WHEREAS, Brooks has requested permission and a written agreement from RCRRA to construct, reconstruct, install, reinstall, surveil, operate, maintain, repair, and remove an underground fiber optic communications cable and related appurtenances for providing and transmitting signals for communications purposes (hereinafter referred to as "Cable") within RCRRA right of way; and

WHEREAS, RCRRA is desirous of cooperating with Brooks provided its future options for developing the right of way are not precluded;

NOW THEREFORE, it is agreed as follows:

1. License to use. RCRRA does hereby grant and convey unto Brooks a permit for the construction, reconstruction, installation, reinstallation, surveillance, operation, maintenance, repair, and removal of a fiber optic communications cable and related appurtenances, along with reasonable access thereto, and for no other purpose, within the right of way property shown and described on Exhibit "B", which is also the as-built plan prepared by Brooks (hereinafter referred to as "Premises"), hereto attached and made part of this permit agreement.
2. Consideration. In consideration of the foregoing, and along with the promises and covenants herein contained, Brooks will pay to RCRRA the annual sum of \$513.50 for (395) linear feet of right of way calculated at a rate of one dollar and

thirty cents (\$1.30) per linear foot for underground facilities and shall be due and payable to RCRRA annually from the Execution Date of this Agreement.

The annual fee for this permit will be renegotiated after five years between the parties to this agreement. It is the intent of the RCRRA to adjust the fee to reflect changes in value of the real estate as estimated from comparable sales and/or the Consumer Price Index.

3. Ownership. The cable and related appurtenances shall be and remain at all times the personal property of Brooks and shall not be considered a part of the real property owned by RCRRA upon which the premises are located, regardless of the manner of attachment to or the method of installation below the premises.
4. Maintenance. All costs of maintaining and repairing the cable shall be the sole responsibility of Brooks. Any installation, reinstallation, reconstruction, maintenance, repair, or removal of the communications system shall be done by Brooks in accordance with written specifications to be approved in advance by RCRRA. Such approval will not be unreasonably withheld or denied. In the event of an emergency demanding immediate examination of or repairs to the communications system, Brooks shall not be deemed in breach of this agreement if it takes reasonable steps to provide RCRRA and any other affected parties telephonic or verbal notice prior to entry upon the premises.
5. Restoration. Brooks shall be responsible, without cost to RCRRA, to repair and restore to the reasonable satisfaction of RCRRA any damage or destruction of property to whomsoever belonging which may be made necessary by reason of the use of said premises for said cable. Any excavation or filling made on the premises pursuant to this permit shall be done in such a manner as to not interfere with existing lines of drainage or improvements located within the premises. Disturbed areas are to be seeded with MnDOT Seed Mixture 1200 at a rate of twenty pounds per acre, and the seeded area shall be covered with wood fiber blanket, stapled with No. 11 U-shaped staples.

Brooks further agrees that if RCRRA or its successors or assigns utilize the premises for the purpose of Light Rail or any other form of rail transit, any repairs, maintenance, or removal of the cable shall be performed in a manner which will not interrupt the rail services for any duration. RCRRA shall advise Brooks of its requirements in the scheduling of activities, repairs, maintenance, or removal of Brooks' cable required under this paragraph and Brooks shall

comply with said requirements.

6. Relocation. In no case shall any part of the cable be located in a manner that will interfere with any facilities or operations of RCRRA, its licensees, lessees, or easement holders. At the request of RCRRA, Brooks at its sole cost and expense, shall relocate any of the communications system to other areas of the right of way as determined by RCRRA, for any reason deemed necessary by RCRRA.

Provided, however, that in the event the RCRRA request to Brooks to move the communication system is for the benefit of a third party, other than an agency or department of the United States government, the State of Minnesota, the County of Ramsey, or any other local governmental unit, that the RCRRA shall require that such third party shall pay the reasonable cost to relocate the communication system.

7. Termination. Either party may terminate this permit at any time by giving sixty (60) days notice in writing to that effect to the other party. Upon termination of this agreement as to all or any portion of Brooks cable, Brooks shall have thirty (30) days to remove its cable from the right of way and restore the premises to the satisfaction of RCRRA. If Brooks shall so fail to do, RCRRA may remove or otherwise dispose of the cable as it sees fit at the expense of Brooks without any liability for damages.
8. Abandonment and default. If Brooks abandons its use of the premises for the installation, operation, maintenance or repair of said communications system, or should Brooks fail to perform any of the conditions herein expressed after written notice and a reasonable opportunity to cure, the permit herein granted shall immediately cease, terminate, and revert to RCRRA, and RCRRA shall have all rights accorded to it for the recapture of its premises as provided by law.
9. Taxes. Brooks shall pay any and all taxes, special assessments, or other charges which may be levied against the premises as a result of this permit.
10. Indemnification. Brooks hereby agrees to protect, indemnify, hold harmless and defend RCRRA, its commissioners, employees, and agents, from and against any and all cost, expense, liability, damages, loss, claims, or actions, including attorney's fees, arising out of or by reason of any act or omission of Brooks its agents or employees, in the execution, performance or failure to adequately perform Brooks', obligations pursuant to this agreement.

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

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

A. Liability Insurance

Commercial General Liability Insurance (CGL)

Minimum Limits:

\$750,000 each event limit
\$1,000,000 general aggregate
\$1,000,000 products/completed operations total limit
\$750,000 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 agreement or on a blanket basis
- e. "X,C,U" Hazard Liability
- f. Personal Injury Liability - including claims related to employment and coverages a through e

RCRRA officials and employees shall be added as additional insured on said policies.

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. The insurance company shall give thirty (30) days'
written notice to both Brooks and RCRRA of cancellation,
non-renewal, or any material changes in the policy and
certificates of insurance.

- F. Nothing in this permit shall constitute a waiver by
RCRRA of any statutory or common law immunities of
liability limitations.

12. Notices. Written notices required under this agreement
shall be addressed to RCRRA at:

Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
St. Paul, MN 55102
RE: PNE070

and to Brooks at:

Brooks Fiber Communications of Minnesota
80 East Little Canada Road
Little Canada, MN 55117

with copy to:

Brooks Fiber Properties, Inc.
13537 Barrett Parkway Drive
Suite 105
St. Louis, MO. 63021

13. Assignment. Brooks shall not transfer, assign, sell,
sublet, sublicense, or otherwise convey its interest in this
permit without the prior written consent of RCRRA.

14. Non-exclusivity. This permit is non-exclusive and is granted subject to the outstanding rights of others to occupy the premises. 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 communications system. RCRRA does not warrant its title to the premises nor undertake to defend Brooks in the peaceable possession, use or enjoyment thereof.

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Rafael E. Ortega Date
Chair

Kathryn DeSpiegelaere Date
Kathryn DeSpiegelaere
Director

Approved as to form and execution

David F. MacMillan 1-10-98 Date
David F. MacMillan
Assistant Ramsey County Attorney

Insurance approved:

Denise Kapler 12-20-97 Date
Denise Kapler
Risk Management
pending 3-18-98

Brooks Fiber Communications of Minnesota

By Greg LeBar 12/9/97 Date
Its:

[illegible]

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

3/19/98
Date

Board Action Requested

- A) Approve the Construction Agreement and Permit between RCRRA and Sprint Communications Company L.P. to Install and Operate a 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 and Permit on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

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

Budgeting and Accounting _____

County Attorney _____

Risk Management _____

Documentation certified complete for:

March 24, 1998

Board Date

Signature

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 and operate a fiber optic communications cable; and

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

WHEREAS, The granting of this construction agreement and permit 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 and permit are hereby approved; and Be It Further

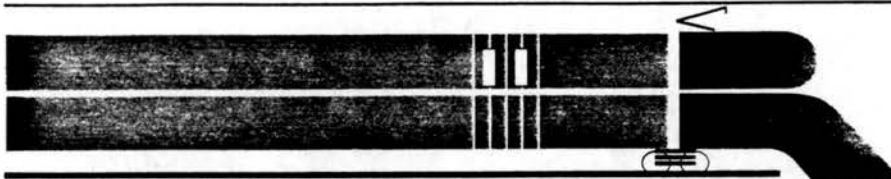
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the construction agreement and permit on behalf of Ramsey County Regional Railroad Authority.

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 and Permit, Earl Street, St. Paul
Sprint Communications Company

Date: March 19, 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 and operate 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 and operating 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 and permit with Sprint Communications Company L. P. for the installation and operation 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 and permit on behalf of the Authority.

Attachments

CONSTRUCTION AGREEMENT

This agreement, made this 12th day of December, 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 SPRINT COMMUNICATIONS COMPANY L. P. (hereinafter referred to as "Sprint").

It is agreed as follows:

1. This agreement will commence on the date of execution by RCRRA, and shall expire Ninety (90) days thereafter.
2. The land covered by this agreement is that portion of the RCRRA Northeast Corridor right of way as shown colored in yellow on Exhibit A attached hereto and made a part of this agreement (hereinafter the "premises").
3. Sprint 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.
4. Once the Cable has been installed, Sprint 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. When completed, the permit shall be executed by RCRRA and SPRINT.
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. Sprint will conduct its activities in a manner that minimizes the disturbance to the premises, and will restore and repair any disturbed areas created by its use of the premises to the condition acceptable to RCRRA. The premises will not be used for the storage of equipment, vehicles, or debris. All work to be performed on the premises by Sprint shall be done in a manner which does not disturb, block, or in any way prevent the use of the recreational trail which crosses the premises.

7. Sprint shall protect, indemnify, hold harmless and defend RCRRA, it's commissioners, employees, and agents, from and against any and all cost, expense, liability, damages, loss, claims, or actions, including attorney's fees, arising out of or by reason of any act or omission of Sprint, it's agents or employees, in the execution, performance or failure to adequately perform Sprint's obligations pursuant to this agreement.
8. Sprint shall purchase and maintain such insurance as will protect Sprint from claims which may arise out of the work of any Contractor including but not limited to the following:
 - A. Liability Insurance

Commercial General Liability Insurance (CGL)

Minimum limits:

\$750,000 each event limit
\$1,000,000 general aggregate
\$1,000,000 products/completed operations
total limit
\$750,000 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 agreement or on a blanket basis
- e. "X,C,U" Hazard Liability
- f. Personal Injury Liability - including claims related to employment and coverages a through e
- g. Broad Form Property Damage Liability

RCRRA 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. The agent shall certify whether or not he/she has errors and omissions coverage. The insurer shall have a Bests' rating not less than a B+.
- E. The insurance company shall give sixty (60) days' written notice to both Sprint 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 _____

By Kathryn Despiegelaere 1/29/98
Kathryn Despiegelaere Date
Director

Insurance approved:

By Denise Kapler 1-21-98
Denise Kapler Date
Risk Management

Approved as to form and execution:

By David F. MacMillan 1-10-98
David F. MacMillan Date
Assistant Ramsey County Attorney

Budget and Accounting:

By James Van Houdt 1/27/98
James Van Houdt Date
Director

SPRINT COMMUNICATIONS COMPANY L.P.

By James B. Farris, Dir 12-19-97
James B. Farris, Director Date
Real Estate Acquisition and
Administration

RCRRA (NORTHEAST CORRIDOR) RIGHT OF WAY



SUB.

NO. 7

35

38

SPRINT
ST. PAUL
SWITCH
CTR.

STREET

STREET

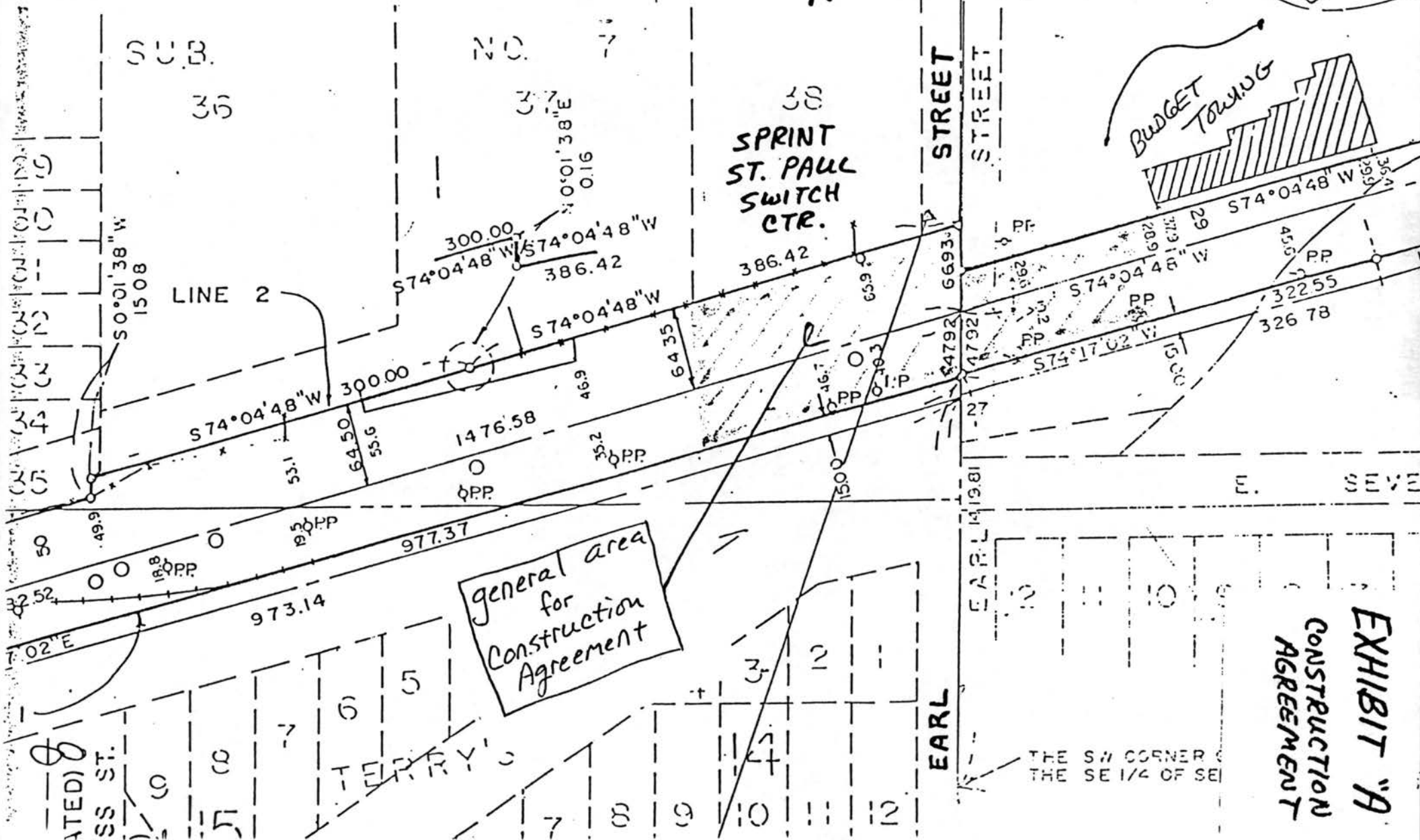
BUDGET
TOWING

LINE 2

general area
for
Construction
Agreement

EXHIBIT "A"
CONSTRUCTION
AGREEMENT

THE SW CORNER OF
THE SE 1/4 OF SE



ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER

71
Lockton Companies
P.O. Box 419351
Kansas City Mo 64141-6351
(913) 676-9000

INSURED

7759
SPRINT COMMUNICATIONS CO., LP
P.O. BOX 11315
KANSAS CITY, MO 64112

04/01/99

DATE (MM DD YY)
01/02/98

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 CONTINENTAL CASUALTY CO.

COMPANY

B TRANSPORTATION INS.CO.

COMPANY

C

COMPANY

D

COVERAGES

9E

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 X	GENERAL LIABILITY	GL157347417	04/01/96	04/01/99	GENERAL AGGREGATE \$ 5,000,000
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/OP AGG \$ 3,000,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY \$ 2,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,000,000
					FIRE DAMAGE (Any one fire) \$ 250,000
					MED EXP (Any one person) \$ XXXXXXXXXX
A X	AUTOMOBILE LIABILITY	BUA 157347434 (AOS) BUA 157347420 (TX)	04/01/96	04/01/99	COMBINED SINGLE LIMIT \$ 2,000,000
	ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXXXX
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXXXX
	SCHEDULED AUTOS				PROPERTY DAMAGE \$ XXXXXXXXXX
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO	NOT APPLICABLE			OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$ XXXXXXXXXX
	UMBRELLA FORM	NOT APPLICABLE			AGGREGATE \$ XXXXXXXXXX
	OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				X WC STATUTORY LIMITS OTH-ER
A	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: OTHER	INCL EXCL *WC157347272	04/01/96	04/01/99	EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
					SAME AS ABOVE
B	*WORK COMP.	WC157347448	04/01/96	04/01/99	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECTS TO LIABILITY COVERAGE. ONLY AS REQUIRED BY CONTRACT. RE: INSTALLATION OF FIBER OPTIC CABLE LOCATED: 845 EARL STREET, ST. PAUL, MN

CERTIFICATE HOLDER

285458
RAMSEY COUNTY REGIONAL RR AUTHORITY
50 WEST KELLOGG BLVD.
ST. PAUL MN 55102

CANCELLATION

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

PERMIT

THIS PERMIT, made this ~~27~~ day of ~~January~~, 1993, (the Execution Date), 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 SPRINT COMMUNICATIONS COMPANY L.P., a Delaware limited partnership, party of the second part (hereinafter referred to as "SPRINT").

WITNESSETH:

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 a strip of land of varying widths located between Forest Street and Atlantic Street, and adjacent to Earl Street, all in St. Paul, Minnesota (hereinafter referred to as "right of way"), as evidenced by Quit Claim Deed on file and of record in the office of the Ramsey County Recorder as document no 2693267; and

WHEREAS, SPRINT has requested permission and a written agreement from RCRRA to construct, reconstruct, install, reinstall, surveil, operate, maintain, repair, and remove an underground fiber optic communications cable and related appurtenances for providing and transmitting signals for communications purposes (hereinafter referred to as "Cable") within RCRRA right of way; and

WHEREAS, RCRRA is desirous of cooperating with SPRINT, provided its future options for developing the right of way are not precluded;

NOW THEREFORE, it is agreed as follows:

1. License to use. RCRRA does hereby grant and convey unto SPRINT a permit for the construction, reconstruction, installation, reinstallation, surveillance, operation, maintenance, repair, and removal of a fiber optic communications cable and related appurtenances, along with reasonable access thereto, and for no other purpose, within the right of way property shown and described on Exhibit "A", which is also the as-built survey prepared by SPRINT (hereinafter referred to as "Premises"), hereto attached and made part of this permit agreement.
2. Consideration. In consideration of the foregoing, and along with the promises and covenants herein contained, SPRINT will pay to RCRRA the annual sum of Five hundred sixty-nine

DOLLARS (\$569.00) for (438) linear feet of right of way calculated at a rate of one dollar and thirty cents (\$1.30) per linear foot for underground facilities and shall be due and payable to RCRRA annually from the Execution Date of this Agreement.

The annual fee for this permit will be negotiated after five years by the parties to this agreement. It is the intent of the RCRRA to adjust the fee to reflect changes in value of the real estate as estimated from comparable sales and/or the Consumer Price Index.

3. Ownership. The cable and related appurtenances shall be and remain at all times the personal property of SPRINT and shall not be considered a part of the real property owned by RCRRA upon which the premises are located, regardless of the manner of attachment to or the method of installation below the premises.
4. Maintenance. All costs of maintaining and repairing the cable shall be the sole responsibility of SPRINT. Any installation, reinstallation, reconstruction, maintenance, repair, or removal of the communications system shall be done by SPRINT in accordance with written specifications to be approved in advance by RCRRA. Such approval will not be unreasonably withheld or denied. In the event of an emergency demanding immediate examination of or repairs to the communications system, SPRINT shall not be deemed in breach of this agreement if it takes reasonable steps to provide RCRRA and any other affected parties telephonic or verbal notice prior to entry upon the premises.
5. Restoration. SPRINT shall be responsible, without cost to RCRRA, to repair and restore to the reasonable satisfaction of RCRRA any damage or destruction of property to whomsoever belonging which may be made necessary by reason of the use of said premises for said cable. Any excavation or filling made on the premises pursuant to this permit shall be done in such a manner as to not interfere with existing lines of drainage or improvements located within the premises.

SPRINT further agrees that if RCRRA or its successors or assigns utilize the premises for the purpose of Light Rail or any other form of rail transit, any repairs, maintenance, or removal of the cable shall be performed in a manner which will not interrupt the rail services for any duration. RCRRA shall advise SPRINT of its requirements in the scheduling of activities, repairs, maintenance, or removal of SPRINT's cable required under this paragraph and SPRINT shall comply with said requirements.

6. Relocation. In no case shall any part of the cable be located in a manner that will interfere with any facilities or operations of RCRRA, its licensees, lessees, or easement holders. At the request of RCRRA, SPRINT, at its sole cost and expense, shall relocate any of the communications system to other areas of the right of way as determined by RCRRA, for any reason deemed necessary by RCRRA.

Provided, however, that in the event the RCRRA request to SPRINT to move the communication system is for the benefit of a third party, other than an agency or department of the United States government, the State of Minnesota, the County of Ramsey, or any other local governmental unit, that the RCRRA shall require that such third party shall pay the reasonable cost to relocate the communication system.

7. Termination. Either party may terminate this permit at any time by giving sixty (60) days notice in writing to that effect to the other party. Upon termination of this agreement as to all or any portion of SPRINT's cable, SPRINT may elect to abandon all or any portion of its subsurface cable in place. Should SPRINT elect to remove its cable, SPRINT shall have sixty (60) days to remove its cable from the right of way and restore the premises to the satisfaction of RCRRA. If SPRINT shall so fail to do, RCRRA may remove or otherwise dispose of the cable as it sees fit at the expense of SPRINT, without any liability for damages.
8. Abandonment and default. If SPRINT abandons its use of the premises for the installation, operation, maintenance or repair of said communications system, or should SPRINT fail to perform any of the conditions herein expressed after written notice and a reasonable opportunity to cure, the permit herein granted shall immediately cease, terminate, and revert to RCRRA, and RCRRA shall have all rights accorded to it for the recapture of its premises as provided by law.
9. Taxes. SPRINT shall pay any and all taxes, special assessments, or other charges which may be levied against the premises as a result of this permit.
10. Indemnification. SPRINT hereby agrees to protect, indemnify, hold harmless and defend RCRRA, its commissioners, employees, and agents, from and against any and all cost, expense, liability, damages, loss, claims, or actions, including attorney's fees, arising out of or by reason of any act or omission of SPRINT, its agents or employees, in the execution, performance or failure to adequately perform SPRINT's obligations pursuant to this agreement.

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

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

A. Liability Insurance

Commercial General Liability Insurance (CGL)

Minimum Limits:

\$750,000 each event limit

\$1,000,000 general aggregate

\$1,000,000 products/completed operations total limit

\$750,000 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 agreement or on a blanket basis
- e. "X,C,U" Hazard Liability
- f. Personal Injury Liability - including claims related to employment and coverages a through e

RCRRA officials and employees shall be added as additional insured on said policies.

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. The agent shall certify whether or not he/she has errors and omissions coverage. The insurer shall have a Bests' rating not less than a B+.
- E. The insurance company shall give thirty (30) days' written notice to both SPRINT and RCRRA of cancellation, non-renewal, or any material changes in the policy and certificates of insurance.
- F. Nothing in this permit shall constitute a waiver by RCRRA of any statutory or common law immunities of liability limitations.

12. Notices. Written notices required under this agreement shall be addressed to RCRRA at:

Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
St. Paul, MN 55102
RE: PNE069

and to SPRINT at:

Sprint Communications Company L. P.
Attn: Manager, Network Real Estate
1200 Main Street, MOKCMT1004
Kansas City, MO 64105

with copies of default notices to:

Sprint Communications Company L. P.
Attn: General Business Group/Real Estate Counsel
8140 Ward Parkway
Kansas City, MO 64114

13. Assignment. SPRINT shall not transfer, assign, sell, sublet, sublicense, or otherwise convey its interest in this permit without the prior written consent of RCRRA. Notwithstanding the foregoing, SPRINT shall have the right

to assign without prior notice or consent its rights under this agreement to any subsidiary, affiliate, successor, legal entity, or subsidiary affiliate in which SPRINT maintains a twenty-five (25) percent ownership interest.

14. Non-exclusivity. This permit is non-exclusive and is granted subject to the outstanding rights of others to occupy the premises. 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 communications system. RCRRA does not warrant its title to the premises nor undertake to defend SPRINT in the peaceable possession, use or enjoyment thereof.
15. RCRRA represents and warrants that it is not a "local government unit" as defined by Minnesota Statutes Section 237.162 and is not subject to the requirements applicable to a local government unit as set forth in SF 442 relating to Rights of Way (as enacted, "the Act"). If this representation shall during the term of this Permit be determined by the parties or any court of competent jurisdiction to be incorrect, then this Permit shall be amended by the parties to the extent necessary to comply with applicable requirements of the Act. Such amendment shall be prospective only and RCRRA shall not be required to refund Sprint any moneys paid by it under this agreement prior to such amendment.

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Rafael E. Ortega _____ Date
Chair

Kathryn DeSpiegelare 3/19/98
Kathryn DeSpiegelare _____ Date
Director

Approved as to form and execution

Karen Kushner 3/19/98
~~David F. MacMillan~~ Karen Kushner _____ Date
Assistant Ramsey County Attorney

Insurance approved:

for Denise Kapler by ERB 3/19/98
Denise Kapler _____ Date
Risk Management

SPRINT COMMUNICATIONS COMPANY L. P.

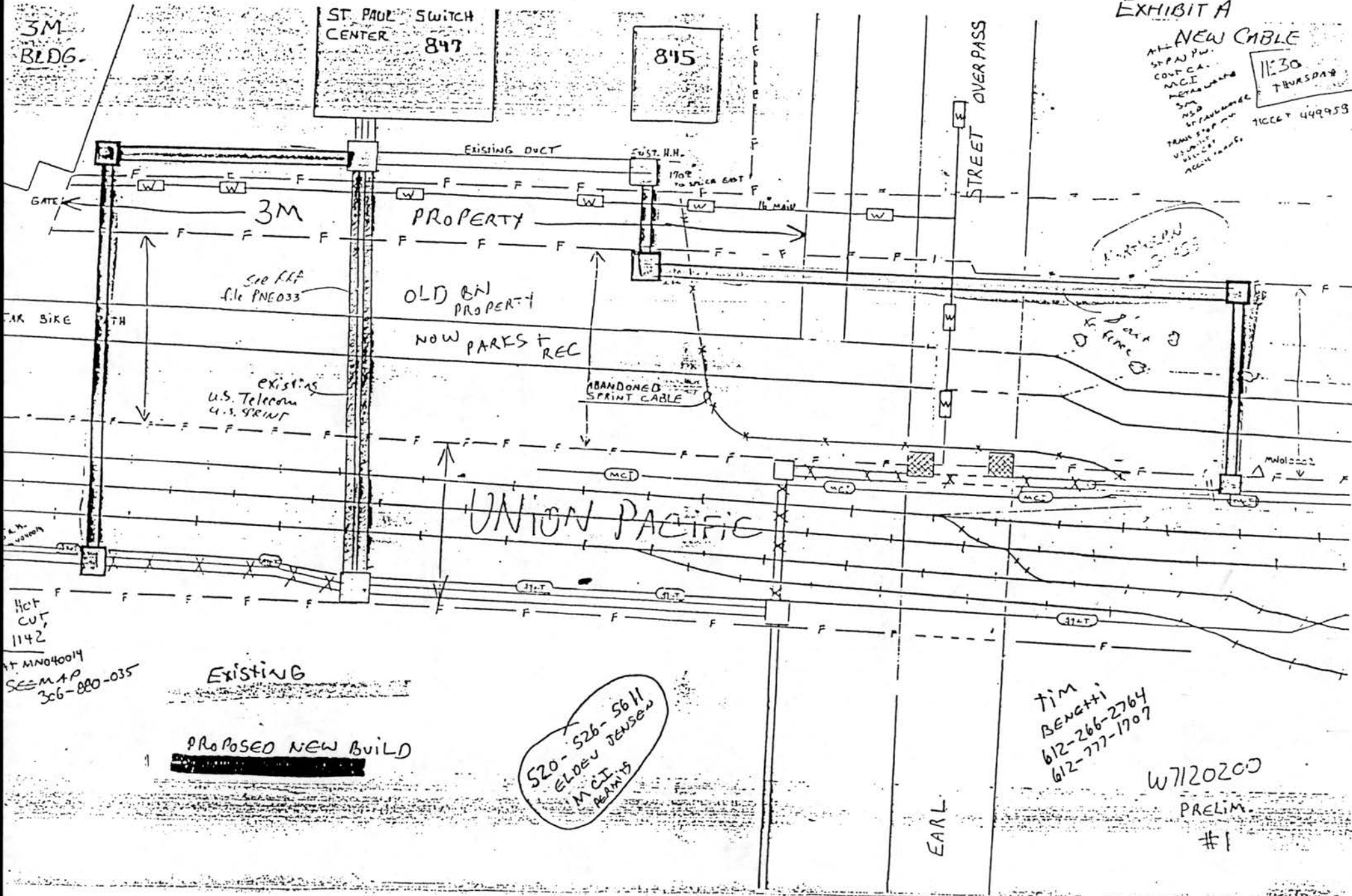
By James B. Farris 1-20-98
James B. Farris, Director _____ Date
Real Estate Acquisition and Administration

3M
BLDG.

ST PAUL SWITCH
CENTER 847

815

EXHIBIT A
ALL NEW CABLE
ST PAUL P.W.
COURT CA.
MCI
METAS WARE
3M
MSB
STRAUBER
TANK STOP FOR
USUAL
WILLIAM
ACCE. TRNGS.
11:30
THURSDAY
TICKET 449953



HOT CUT
1142
MINO40014
SEE MAP
366-880-035

EXISTING

PROPOSED NEW BUILD

520-526-5611
ELDER JENSEN
MCI
PERMITS

TIM
BENGHI
612-266-2764
612-777-1707

W7120200
PRELIM.
#1

EARL