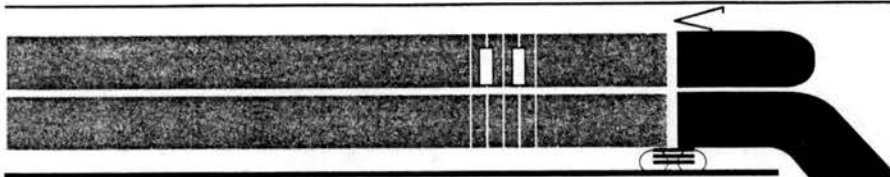




Ramsey County Regional Railroad Authority.
Records.

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Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

Agenda

Regional Railroad Authority Meeting

October 12, 1999

Immediately following Administrative Meeting

Third Floor Council Chambers Courthouse

1. * Approve minutes of meeting of September 14, 1999
2. Rail Volution Conference
3. * Ratify partial payment No. 6 in the amount of \$63,656.56 and No. 7 in the amount of \$68,686.89 to Parsons Brinckerhoff Quade and Douglas, Inc. for professional consulting services for the Riverview Corridor Major Investment Study
4. * Request the Minnesota Department of Transportation to investigate allegations relating to Oregon Steel and the Rocky Mountain Steel labor dispute

* Action is requested

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on Tuesday, September 14, 1999, in Council Chambers Third Floor Courthouse.

MEMBERS PRESENT: Chair Tony Bennett
Commissioner Dino Guerin
Commissioner Susan Haigh (arrived 11:40)
Commissioner Rafael Ortega
Commissioner Victoria Reinhardt
Commissioner Janice Rettman
Commissioner Jan Wiessner

OTHERS PRESENT: John Byrd, Kathy DeSpiegelaere, Paul Kirkwold, David MacMillan, Tim Mayasich, Jane McClure, Tom Oertel, Dan Schacht, Dan Szymczak

Chairman Bennett called the meeting to order at 11:35 a.m.

1. Approve minutes of the September 7, 1999 meeting.

Motion by Commissioner Reinhardt, seconded by Commissioner Ortega to accept the minutes of the September 14, 1999, meeting.

Ayes - 6, Nays - 0
Motion accepted.

6. Approve contract with Metro Transit for project management services for the Riverview and Central Corridors.

Due to the fact that John Byrd had another meeting to attend, agenda item #6 was brought to the forefront of discussion.

[Commissioner Haigh arrived at this time]

Motion by Commissioner Reinhardt, seconded by Commissioner Ortega to approve the contract with Metro Transit for project management services for the Riverview and Central Corridors,

Ayes - 6, Nays - 0
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority adopted Resolution R99-23 on June 22, 1999 authorizing its Director to negotiate a contract with Metro Transit for the provision of project management services for three projects approved on February 23, 1999 by the Board of the Regional Railroad Authority:

Riverview, connecting the Lower East Side, downtown St. Paul to the airport and jointly with Hiawatha to the Mall of America;

Central, connecting downtown St. Paul and Minneapolis;

Hennepin/Ramsey Commuter Rail Connector, connecting to the Northstar and Red Rock Corridors, between downtown St. Paul and Minneapolis; and

WHEREAS, The contract will be funded with 80% federal, 10% state and 10% Ramsey County Regional Railroad Authority funds which were appropriated in prior years; and

WHEREAS, A contract has been developed with Metro Transit for provision of services for a two year period in an amount not to exceed \$345,800; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the contract with Metro Transit and authorizes its Chair to execute the contract; and Be It Further

RESOLVED, That placement of a project manager on assignment to Ramsey County Regional Railroad Authority or the expenditure or obligation of funds towards this project will only occur once federal and state funding for the project work is approved and appropriated by the RCRA Board.

John informed the Board of Metro Transit's involvement with the State Fair. He cited that of the 1.67 million attendees, Metro Transit serviced 1 in 4. Metro Transit played a large role in educating and transporting both, introducing many new people to public transportation options as 2 out of every 3 people had never been Metro Transit riders. Metro Transit also dispatched nearly 850 buses for Fair transportation, as opposed to the normal 770 buses dispatched, signifying that the bus system was being very well-used.

2. Phalen Boulevard EIS.

Deferred to a future meeting.

3. Ramsey County Comprehensive Plan for Transportation, Transit and Surface Water Management - adopt issue papers which have previously been reviewed by the Board and circulated to cities for review -- Land Use, Access Management, Right of Way, and Travel and System Management.

No discussion.

Motion by Commissioner Rettman, seconded by Commissioner Wiessner to adopt the issue papers.

Ayes - 7, Nays - 0
Motion accepted.

4. Ramsey County Comprehensive Plan for Transportation, Transit and Surface Water Management - approve circulation to cities of issue papers -- Transit, Parking, Travel Demand Management and Public Involvement.

No discussion.

Motion by Commissioner Haigh, seconded by Commissioner Guerin to approve the circulation of issue papers.

Ayes - 7, Nays - 0
Motion accepted.

5. Plan and Corridor updates.

Kathy DeSpiegelaere informed the board of these updates:

Hiawatha - in preliminary engineering stage, project budget has been stabilized, and the Metropolitan Council and Mn/DOT are seeking a full-funding grant agreement with the federal government; Riverview - there is currently a Major Investment Study (MIS) underway (completion in early 2000), public meetings this week, and improvements in bus services and facilities are also being made; Central - request for proposals was approved by the Board last week and bus system improvements are being made; Rush Line - three Counties are involved (Chicago, Washington, and Ramsey) and land use/transit planning are being

done; Northstar – being considered for commuter rail and recently a funding package was approved to seek \$180 million in construction funds. Local contributions to be financed by the Regional Railroad Authorities and Counties would be \$18 million. State bonding is also being sought. RCRRA has asked to be part of the Northstar Development Authority and will be decided September 16th; Red Rock – doing a study of commuter rail; Lakeville – also commuter rail; Cedar Avenue – Dakota County is preparing a feasibility study on this corridor; Southwest Corridor – first right of way purchase by Hennepin County. Experiencing some opposition from residents who don't believe a busway and trail could both exist there; and 29th Street – transit and economic development work are being done.

7. Approve plans for trail on RCRRA right of way from Maryland to Frost Avenue in St. Paul.

No discussion.

Motion by Commissioner Ortega, seconded by Commissioner Reinhardt to approve plans for trail on RCRRA right of way from Maryland to Frost Avenue in St. Paul.

Ayes – 7, Nays – 0
Motion accepted.

WHEREAS, On December 17, 1992, Ramsey County Regional Railroad Authority (RCRRA) purchased 6.4 miles of abandoned railroad right of way from Burlington Northern Railroad Company, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood; and

WHEREAS, On April 13, 1993, RCRRA approved a joint powers agreement that defines the roles and responsibilities of Ramsey County, RCRRA, and the City of St. Paul in the planning, development, and operation of the right of way for regional trail and potential future light rail transit; and

WHEREAS, The joint powers agreement provides that RCRRA shall have the right of review and approve all temporary and permanent trail construction and alignment plans prepared by the City and County, and that no construction or reconstruction of the trail shall take place until such approval is given by the Authority to the City and County; and

WHEREAS, On June 22, 1993, RCRRA approved the "Master Plan for the Burlington Northern Regional Trail Corridor", prepared by the Parks and Recreation Departments of the City of St. Paul and Ramsey County as required by the joint powers agreement; and

WHEREAS, Pursuant to the joint powers agreement, the RCRRA granted easements to the city of St. Paul for construction of the trail within the city and to Ramsey County for construction of the trail outside the City of St. Paul; and

WHEREAS, Ramsey County has provided to RCRRA a copy of its construction plan for Project S.P. 62-090-01, which will utilize that portion of the right of way from Maryland Avenue to Frost Avenue, in the cities of St. Paul and Maplewood, and has requested its approval; and

WHEREAS, Project S.P. 62-090-01 includes areas within the city of St. Paul which will require the city of St. Paul to convey its easement interest to Ramsey County, and such conveyance requires the approval of the RCRRA; and

WHEREAS, RCRRA has reviewed the trail plan and has prepared recommendations for implementation on which the formal approval of the plan should be conditioned; Now, Therefore, Be It

RESOLVED, That RCRRA approve the plan, conditioned upon the following:

- a) That Ramsey County recognize that future development of light rail transit on this property may require the relocation of some of the improvements to be constructed in accordance with the trail plan;
- b) In the event RCRRRA requires replacement of approximately 3,000 cubic meters of berm soil at Arlington Avenue the County will pay the cost of the soil and its placement; and Be It Further

RESOLVED, That federal, state and regional funds will be used for construction of the trail. The funding source must not preclude future development of light rail transit along RCRRRA right of way; and Be It Further

RESOLVED, That the Chairman of RCRRRA is authorized to sign the plans on its behalf; and Be It Further

RESOLVED, That the RCRRRA approves conveyance of the city of St. Paul trail easement between Maryland and Larpenteur avenues to Ramsey County.

8. Right of way negotiations by Hennepin and Ramsey County Regional Railroad Authorities in Minneapolis, St. Anthony and Roseville.

No discussion.

Motion by Commissioner Wiessner, seconded by Commissioner Ortega to approve right of way negotiations by Hennepin and Ramsey County Regional Railroad Authorities in Minneapolis, St. Anthony and Roseville.

Ayes – 7, Nays – 0
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority has authorized its staff to negotiate with Burlington Northern for purchase of right of way that includes a section in Roseville because of its transit potential; and

WHEREAS, Hennepin and Ramsey County Regional Railroad Authorities have had discussions with Burlington Northern about the purchase; Now, Therefore, Be It

RESOLVED, That staff of Ramsey County Regional Railroad Authority is authorized to continue purchase negotiations; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its staff to seek State Rail Bank funds from the Minnesota Department of Transportation for half of the purchase price; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority indicates its general support for funding its proportional share of the right of way subject to approval of a purchase agreement with Burlington Northern Railroad.

9. Ratify partial payments number 4 in the amount of \$32,545.58 and number 5 in the amount of \$108,496.63 to Parsons Brinckerhoff Quade and Douglas, Inc. for professional consulting services for Riverview Corridor Major Investment Study.

No discussion.

Motion by Commissioner Ortega, seconded by Commissioner Haigh to ratify partial payments number 4 in the amount of \$32,545.58 and number 5 in the amount of \$108,496.63 to Parsons Brinckerhoff Quade and Douglas, Inc. for professional consulting services for Riverview Corridor Major Investment Study.

Ayes – 6, Nays – 1
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Parsons Brinckerhoff Quade & Douglas, Inc. for the purpose of conducting the Riverview Corridor Major Investment Study; and

WHEREAS, Parsons Brinckerhoff Quade & Douglas, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through April 23, 1999; 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, Parsons Brinckerhoff Quade & Douglas, Inc. Invoice No. 4, Partial Payment No. 4, in the amount of \$32,545.58 and Invoice No. 5, Partial Payment No. 5, in the amount of \$108,496.63 attachments thereto, provide the correct documentation of payments due Parsons Brinckerhoff Quade & Douglas, Inc. through April 23, 1999; and

RESOLVED, Payment to Parsons Brinckerhoff Quade & Douglas, Inc. in the amount of \$141,042.21 for services rendered through April 23, 1999, is hereby ratified.

10. Ratify quarterly report of payments for May 1 to June 30, 1999.

No discussion.

Motion by Commissioner Ortega, seconded by Commissioner Wiessner to ratify quarterly report of payments for May 1 to June 30, 1999.

Ayes – 7, Nays – 0
Motion accepted.

WHEREAS, Payments have been made from the Ramsey County Regional Railroad Authority budget for the period of May 1, 1999 through June 30, 1999, and a record of these disbursements is attached; Now, Therefore, Be It

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

11. A) Approve the Construction Agreement between RCRRA and MediaOne Corporation to install co-axial cable over the RCRRA right of way between 1618 Idaho Avenue and 1624 Idaho Avenue in St. Paul;

B) Authorize the Chair of the Ramsey County Regional Railroad Authority to sign the Construction Agreement on behalf of RCRRA.

No discussion.

Motion by Commissioner Reinhardt, seconded by Commissioner Ortega to approve the Construction Agreement between RCRRA and MediaOne Corporation to install co-axial cable over the RCRRA right of

way between 1618 Idaho Avenue and 1624 Idaho Avenue in St. Paul and to authorize the Chair of the Ramsey County Regional Railroad Authority to sign the Construction Agreement on behalf of RCRAA.

Ayes - 7, Nays - 0
Motion accepted.

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, MediaOne Corporation has requested permission to use the right of way between 1618 Idaho Avenue and 1624 Idaho Avenue in St. Paul to install co-axial cable; and

WHEREAS, A construction agreement/permit has been negotiated to provide for the installation of the co-axial cable; and

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

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

The meeting adjourned at 12:09 p.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAIL AUTHORITY

Kathryn DeSpiegelaere

Authorized Signature

October 12, 1999

Date

Board Action Requested

Rail Volution Conference

DISCUSSION ONLY

Request Justification

Discussion will occur at the meeting.

Budget and Accounting

County Attorney

Risk Management

Documentation certified complete for:

10-12-99

Board Date

Nicholas Bernhardt
Signature

10-4-99

Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAIL AUTHORITY

Kathryn DeSpiegelaere

Authorized Signature

October 12, 1999

Date

Board Action Requested

Ratify partial payments No. 6 in the amount of \$63,656.56 and No. 7 in the amount of \$68,686.89 to Parsons Brinckerhoff Quade and Douglas, Inc. for professional consulting services for the Riverview Corridor Major Investment Study.

ACTION IS REQUESTED

Request Justification

Ramsey County Regional Railroad Authority has contracted the professional Consulting of Parsons Brinckerhoff Quade & Douglas, Inc. for the purpose of conducting the Riverview Corridor Major Investment Study. Payments in the amount of \$63,656.56 for the period ending May 21, 1999 and \$68,686.89 for the period ending June 18, 1999 will be issued upon approval by the Director of Ramsey County Regional Railroad Authority in accordance with contract provisions and Rail Authority Resolution No. R98-26. Payment documentation is being submitted for ratification in compliance with the latter.

Attachments are:

1. Proposed resolution ratifying payments
2. Accounts Payable forms and partial payments No. 6 and No. 7
3. Parsons Brinckerhoff Quade & Douglas, Inc. Invoice No's 6 & 7 and attachments.

Budget and Accounting

County Attorney

Risk Management

Documentation certified complete for:

10-12-99
Board Date

Nickie Spierke
Signature

10-4-99
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Parsons Brinckerhoff Quade & Douglas, Inc. for the purpose of conducting the Riverview Corridor Major Investment Study; and

WHEREAS, Parsons Brinckerhoff Quade & Douglas, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through June 18, 1999; 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, Parsons Brinckerhoff Quade & Douglas, Inc. Invoice # 6, Partial Payment No. 6, in the amount of \$63,656.56 and Invoice # 7, Partial Payment No. 7, in the amount of \$68,686.89 attachments thereto, provide the correct documentation of payments due Parsons Brinckerhoff Quade & Douglas, Inc. through June 18, 1999, 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	___	___	___

Tony Bennett, Chairman

By: _____
Rafael E. Ortega, Secretary



Business Unit: RRA
Voucher ID: 00000270

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 15.Sep.1999
Run Time 1:15:57 PM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
27.Jul.1999	6	18.Jun.1999	0000100427	PARSONS BRINCKERHOFF QUADF & DOLIGI AS INC	ONI	I LONGHEKR P		27.Jul.1999	P	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$63,656.56	\$0.00	ONE PENN PLAZA			NEW YORK	NY	10119		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RF	0000048	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099
1	ENCUMBRANCE LOAD	\$63,656.56		\$63,656.56		Y	N	Y	N

Distribution Line Information

Line #	Account	Fund	Org	Program	Approp	Client Name	BY	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150110	00000	0000000	Default Client ID	1998				\$63,656.56			N
Riverview MIS														

Payment Comments-Check Stub

INVOICE DATE: 6/18/99 INVOICE NO: 6 INVOICE AMOUNT \$63,656.56

Voucher Comments

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

Authorization _____ Date _____



**Parsons
Brinckerhoff**

510 First Avenue North
Suite 550
Minneapolis, MN 55403
612-371-0443
Fax: 612-371-4410

To: Ramsey County Regional Railroad Authority
Suite 665 RCGC - West
50 West Kellogg Boulevard
St. Paul, Minnesota 55102

Estimated Completion: 30.0%
Period Ending: 5/21/99
Invoice Date: 6/18/99
Invoice No.: 6
AR No. 94629

Attn: Ms. Kathy DeSpiegelaere

Re Riverview Major Investment Study
PB Project No. 19046M
Expiration Date: April, 2000

Project Description:

Riverview MIS

	TOTAL AGREEMENT AMOUNT	TOTAL BILLING TO DATE	AMOUNT PREVIOUSLY BILLED	BILLED THIS INVOICE
1. DIRECT SALARIES COSTS: (See Attachment "A" for breakdown)	182,351.20	82,462.33	70,092.35	12,369.98
2. OVERHEAD COSTS: Rate=157% (Direct Salary * Overhead Rate)	286,291.38	129,244.20	109,823.33	19,420.87
3. FIXED FEE (Profit): Rate=10% Fixed Fee=Rate*(D.S. costs and Overhead)	46,864.26	21,170.65	17,991.57	3,179.08
4. OTHER DIRECT COSTS: (See Attachment B)	99,428.85	27,488.80	22,507.83	4,980.97
5. SUBCONTRACTORS (s): (See Attachment C)	305,000.00	45,247.81	18,191.81	27,056.00
SUBTOTAL:	919,935.69	305,613.79	238,606.89	67,006.90
6. CONTINGENCY:	230,000.00	0.00	0.00	0.00
SUBTOTAL:	1,149,935.69	305,613.79	238,606.89	67,006.90
LESS RETAINAGE (5%)	57,496.78	15,280.69	11,930.34	3,350.35
NET EARNINGS TOTALS:	1,092,438.91	290,333.10	226,676.55	63,656.56
TOTAL AMOUNT DUE THIS INVOICE:				\$63,656.56

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

Myrna Valdez, Project Manager
Parsons Brinckerhoff Quade & Douglas, Inc.
510 First Avenue North, Suite 550
Minneapolis, Minnesota 55403

Reviewed and Recommended for Payment by RCRRA:

7/22/99

Date Approved for Payment



Riverview MIS
INVOICE #6

ATTACHMENT "A" - LABOR SUMMARY

PB PROJECT No. 19046M

PERIOD ENDING	EMPLOYEE NAME	PB CLASSIFICATION	CONTRACT CLASSIFICATION	HOURS	RATE	DOLLAR AMOUNT
7-May-99	Valdez	Project Manager	Project Manager	38.00	50.481	\$1,918.28
	Cohn	Sr. Planner	Planner	52.00	26.350	\$1,370.20
	Wyatt	Lead Engineer	Engineer	20.00	30.136	\$602.72
	Minten	Project Administrator	Admin/Clerical	14.00	20.780	\$290.92
	Seskin	Technical Manager	Senior Planner	4.00	49.170	\$196.68
	Perez	Lead Engineer	Engineer	4.00	32.186	\$128.74
	Elwell	Supv Engineer	Senior Engineer	3.00	38.043	\$114.13
	Asher	Assistant Engineer	Technician	3.50	17.004	\$59.51
	Christian	Admin Manager	Admin/Clerical	2.00	23.798	\$47.60
	Ruegg	Supv Planner	Senior Planner	1.00	37.500	\$37.50
	Conrad	Lead Planner	Planner	1.00	29.360	\$29.36
21-May-99	Valdez	Project Manager	Project Manager	51.00	50.481	\$2,574.53
	Cohn	Sr. Planner	Planner	80.00	26.350	\$2,108.00
	Asher	Assistant Engineer	Technician	44.00	17.004	\$748.18
	Wyatt	Lead Engineer	Engineer	18.00	31.493	\$566.87
	Warner	Area Manager	Senior Engineer	7.00	45.673	\$319.71
	Ruegg	Supv Planner	Senior Planner	8.00	37.500	\$300.00
	Feulner	Graphic Designer	CADD/Graphics	13.00	18.510	\$240.63
	Trani	Computer Graphics	CADD/Graphics	13.00	17.800	\$231.40
	Fernandez	Sr. CADD Operator	CADD/Graphics	12.00	16.962	\$203.54
	Conrad	Lead Planner	Planner	4.00	29.360	\$117.44
	Dowell	Lead Engineer	Engineer	2.00	30.210	\$60.42
	Thurman	Computer Graphics	CADD/Graphics	2.00	24.887	\$49.77
	Christian	Admin Manager	Admin/Clerical	2.00	23.798	\$47.60
	Rowan	Admin Assistant	Admin/Clerical	0.50	12.500	\$6.25
See attached Time Sheets						
TOTALS				399.00		\$12,369.98



Riverview MIS
INVOICE #6

PB PROJECT No. 19046M

ATTACHMENT "B" - DIRECT EXPENSE SUMMARY

30-Mar-99	Louis Frey Co., Inc. - Reproduction	\$9.89
30-Mar-99	Louis Frey Co., Inc. - Reproduction	\$46.62
19-Apr-99	Federal Express	\$16.20
20-Apr-99	Expenses - Seskin	\$1,044.91
23-Apr-99	Expenses - Shimizu	\$489.42
26-Apr-99	Federal Express	\$19.50
26-Apr-99	Federal Express	\$9.75
26-Apr-99	Cort Furniture	\$103.66
26-Apr-99	Jeane Thome	\$14.27
6-May-99	Federal Express	\$11.40
6-May-99	Visa Procurement - Equipment Rental	\$423.10
6-May-99	Northern States Power	\$21.72
6-May-99	Park Terrace Apartments	\$535.00
6-May-99	Albinson	\$326.00
6-May-99	Albinson	\$323.00
6-May-99	Nextel	\$158.74
6-May-99	Jeane Thome	\$11.68
6-May-99	Jeane Thome	\$28.54
7-May-99	Expenses - Schmidt	\$48.80
7-May-99	Expenses - Minten	\$68.13
14-May-99	Expenses - Wyatt	\$440.01
17-May-99	Expenses - Warner	\$15.44
19-May-99	Federal Express	\$11.75
19-May-99	Federal Express	\$12.15
19-May-99	Cort Furniture	\$103.66
19-May-99	Jeane Thome	\$19.03
19-May-99	Jeane Thome	\$23.36
19-May-99	Jeane Thome	\$570.90
20-May-99	Paragon Cable	\$74.34
TOTAL DIRECT EXPENSES		\$4,980.97

See attached Receipts

6



Riverview MIS
INVOICE #6

PB PROJECT No. 19046M

ATTACHMENT "C" - SUBCONTRACTORS

Zimmer Gunsul Frasca Partnership (Inv. 0022900)	\$2,040.00
Maxfield Research, Inc. (Inv. 8116)	\$1,900.00
CJ Olson Market Research, Inc. (Inv. 4005)	\$23,116.00

TOTAL SUBCONTRACTORS	\$27,056.00
-----------------------------	--------------------

See attached Invoices

SUBCONSULTANT AND DBE SUMMARY

Firm Name	DBE	Amount This Invoice	Previously Invoiced	Total Invoiced To Date
C.J. Olson	WBE	23,116.00		23,116.00
Dyett & Bhatia	DBE		4,068.26	4,068.26
Macromedia			7,473.55	7,473.55
Maxfield		1,900.00	6,650.00	8,550.00
Montoya	WBE			0.00
Quam Sumnicht				0.00
Rowekamp	WBE			0.00
Schaefer	WBE			0.00
Zimmer Gunsul		2,040.00		2,040.00
TOTAL		\$27,056.00	\$18,191.81	\$45,247.81

DBE PARTICIPATION GOAL AND ACHIEVEMENT

Participation	Percentage	Goal	Achievement	% of Goal Achieved to Date	% of Total to Date
DBE GOAL	11.7%	\$135,000.00	\$27,184.26	20.14%	2.36%

P06 8

To: Kathy DeSpegelaere
Ramsey County Regional Railroad Authority

BUDGET PROGRESS REPORT

From: Parsons Brinckerhoff

Riverview MIS

Billing Period 4/24/99 - 5/21/99

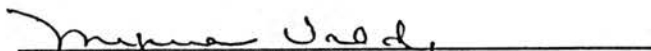
INVOICE #6
PB PROJECT No. 19046M

Agreement Expiration Date: April, 2000

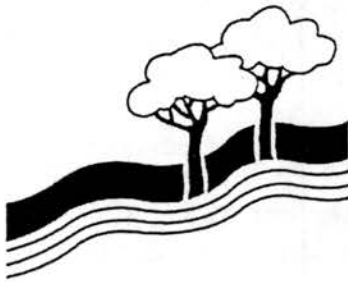
Task Description	Physical % Work Completed This Period By Task	Physical % Work Completed To Date By Task	Original Task Budget	Charges Accrued This Period	Total Charges Accrued To Date	% of Budget Used by Task	Budget Remaining by Task	Cost to Complete
1	2	3	4	5	6	7	8	9
1.0 Project Management & Admin	2.0%	37.0%	68,708.76	9,908.69	50,198.81	73.06%	18,509.95	18,509.95
2.0 Public Education & Involvement	5.0%	35.0%	217,566.14	29,883.72	106,734.63	49.06%	110,831.51	110,831.51
3.0 Land Use & Economic Development	0.0%	15.0%	216,456.85	3,940.00	19,123.51	8.83%	197,333.34	197,333.34
4.0 Transit Service Planning	0.0%	7.0%	31,822.52	0.00	2,133.40	6.70%	29,689.12	29,689.12
5.0 Conceptual Engineering/Cost Estimates	2.0%	16.0%	80,477.68	1,675.28	15,479.43	19.23%	64,998.25	64,998.25
6.0 Environmental	0.0%	10.0%	69,862.13	0.00	6,849.83	9.80%	63,012.30	63,012.30
7.0 Financial	0.0%	0.0%	28,317.50	0.00	0.00	0.00%	28,317.50	28,317.50
8.0 Definition of Alternatives	7.0%	37.0%	30,985.05	8,745.61	37,940.52	122.45%	-6,955.46	-6,955.46
9.0 Travel Forecasting	1.0%	36.0%	30,745.09	2,732.72	22,035.48	71.67%	8,709.61	8,709.61
10.0 Evaluation of Alternatives	5.0%	20.0%	21,900.88	17,058.55	17,629.38	80.50%	4,271.50	4,271.50
11.0 MIS Report Preparation	10.0%	15.0%	23,664.24	-11,918.64	0.00	0.00%	23,664.24	23,664.24
Direct Expenses	N/A	N/A	99,428.85	4,980.97	27,488.80	27.65%	71,940.05	71,940.05
Totals:	N/A	N/A	\$919,935.69	\$67,006.90	\$305,613.79	33.22%	\$614,321.90	\$614,321.90

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

Approved and recommended
for payment


Myrna Valdez, Project Manager
Parsons Brinckerhoff Quade & Douglas, Inc.


RCRRA Project Manager



Riverview Corridor
MAJOR INVESTMENT STUDY
Ramsey County Regional Railroad Authority

PROGRESS REPORT

April 24, 1999 through May 21, 1999

A. MAJOR ACTIVITIES AND DELIVERABLES BY WORK ELEMENT AND TIME SHEET TASK NUMBER

1.0 PROJECT MANAGEMENT & ADMINISTRATION

1.1 Project Management

- Attended May 3rd and May 17th management meetings with Riverview MIS Management Committee (Valdez, Warner).
- Prepared agenda and minutes for the Management Committee meetings (Valdez, Warner).
- Attended May 20th Technical Committee.
- Attended May 17th meeting with CP Railroad and prepared minutes (Warner).
- Prepared Progress Report (Valdez).
- Updated project schedule (Valdez, Maurath)
- Coordinated subconsultant work. (Valdez)

1.2 Project Administration

- Prepared invoice (Minten)
- Project copying, filing and typing. (Brims)

2.0 PUBLIC EDUCATION & INVOLVEMENT

2.1 Public Involvement

- Attended May 3rd meeting with K. DeSpiegelaere, Richard Wolfram; and May 6th meeting with K. DeSpiegelaere, A. Lovejoy, M. Vanderschaaf, C. Orne on growth projections;
- Prepared mapping of LRT and BRT alternatives for five station area meetings (Conrad, Cohn, Seskin, Valdez).

- Prepared LRT/busway slides for five station area meetings. (Cohn)
- Prepared text, inserts, graphic layout and printing coordination of second newsletter. (Valdez, Thurman, Burke, Feulner, Cohn, Brims, Asher)
- Prepared 700 copies of newsletter for mailing, including preparation of labels (Brims)
- Distributed 350 flyers announcing station area meetings throughout corridor. (Brims, Asher)
- Prepared LRT/BRT photo boards for station area meetings (Cohn, Burke)
- Created website, prepared text for "webification." (Valdez, Cohn, Christian, Trani)
- Continued updating mailing list and inserting public comments into data base. (Brims)

2.2 Schaffer Communications

- No work conducted this period

2.3 Montoya Communications

- No work conducted this period

2.4 Macromedia Technologies

- No work conducted this period.

2.5 C.J. Olson Market Research

- Prepared survey instrument, data sample, conducted 15 test interviews, modified survey, and conducted 500 telephone surveys. Prepared final report, summary viewgraphs, and presented results of survey.

3.0 LAND USE AND ECONOMIC DEVELOPMENT

3.1 Land Use Planning

- No new work conducted this period.

3.2 Station Area Design

- Updated alignment technical memo documenting "fatal flaw" analysis based on input received from client and technical advisory committee (Valdez).
- Prepared mapping for station area meetings. (Seskin, Conrad, Rowan)

3.3 Maxfield Research

- Completed real estate/market/economic development draft report.
- Invoice included with this progress report includes work conducted last month and this month, since last month's invoice was not submitted in time to include in prior invoice.

3.4 Zimmer, Gunsul, Frasca Partnerships

- Prepared LRT/busway slides for five station area meetings.
- Prepared for five station area meetings. This month's invoice includes ZGF bill from last month, which was not received in time to process then.

3.5 Dyett & Bhatia

- No work conducted this period.

3.6 Quam Sumnicht & Associates

- No work conducted this period.

4.0 TRANSIT SERVICE PLANNING

- No work conducted this period.

5.0 CONCEPTUAL ENGINEERING/COST ESTIMATING

5.1 Conceptual Engineering

- Completed feasibility analysis of Mississippi River crossings on TH 5 bridge and responded to comments received from RCRRA. (Wyatt, Perez, Lear)
- Provided structural guidance on TH 5 bridge to station area staff (Elwell).
- Prepared conceptual analysis and plans of LRT and busway alignment options on 7th Street and CP Railroad corridor. (Wyatt, Lear, Fernandez)

5.2 O&M Cost Estimating

- No work conducted this period.

5.3 Traffic Impacts Analysis

- No conducted this period.

5.4 Capital Cost Estimating

- No work conducted this period.

6.0 ENVIRONMENTAL

6.1 Rowekamp Associates

- Assisted station area meeting team in obtaining GIS basemapping for meeting maps.
- Obtained GIS electronic files for future environmental, land use and public involvement purposes.

6.2 Natural and Manmade Resources

- No work conducted this period.

6.3 Noise Analysis

- No work conducted this period.

6.4 Air Quality Analysis

- No work conducted this period.

6.6 Data Collection

- No work conducted this period.

7.0 FINANCIAL

- No work conducted this period.

8.0 DEFINITION OF ALTERNATIVES

8.1 Data Collection

- No work conducted this period.

8.2 Alternatives Definition

- Updated definition of alternatives tech memo based on comments received from RCRRA, Metro Transit, Met Council, City of St. Paul. (Valdez, Cohn)

9.0 TRAVEL FORECASTING

- Began making coding changes to model to reflect No-Build alternative assumptions. (Ruegg, Asher)
- Documented assumptions for model. (Ruegg)

10.0 EVALUATION OF ALTERNATIVES

- Prepared draft methodology tech memo. (Cohn)
- Updated criteria for goals and objectives based on comments received from RCRRA and technical committee. (Valdez, Cohn)

11.0 MIS REPORT PREPARATION

- Continued working on Definition of Alternatives chapter. (Cohn)

PERCENT WORK COMPLETED

- Percent work completed to date: 32%.

C. SCHEDULE

- Overall, project is on schedule. However, the travel demand forecasting tasks will be delayed in order to incorporate revised downtown economic growth forecasts, and bus operating plans for the build alternatives. This delay will not affect the overall project schedule.

D. PROBLEMS/SOLUTIONS

- Rasterized aerial mapping for the conceptual engineering work continues to be a problem. Met Council consultant is still mathematizing the aerial photography to coordinate between Ramsey and Hennepin counties and produce consistent controlled mapping. Alternative is to use controlled topographic mapping in lieu of aerials, or 1995 data.

E. **PLANNED ACTIVITIES FOR NEXT MONTH**

- Complete model refinements for the no-build alternative and TSM alternative.
- Develop CPR property lines by refining electronic/digital mapping information obtained from Ramsey County Surveyor.
- Update CPM schedule.
- Finalize real estate/market analysis draft report.
- Finalize TH 5 river crossing tech memo to include traffic data and add new LRT crossing options.
- Conduct level 1 station area meetings.
- Begin economic evaluation of station locations based on "fatal flaw" analysis and completion of real estate/market analysis report.
- Begin environmental analysis on Phase II alternatives defined through "fatal flaw" analysis workshop.
- Complete conceptual engineering plan drawings for Phase II alternatives.



Business Unit: RRA
Voucher ID: 00000285

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 17.Aug.1999
Run Time 10:21:41 AM

Report ID: RMAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
17.Aug.1999	7	30.Jul.1999	0000100427	PARSONS BRINCKERHOFF QUAD & DOLIGI AS INC	ONI	I ONGHEKR	p	17 Aug 1999	II	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$68,686.89	\$0.00	ONE PENN PLAZA			NEW YORK	NY	10119		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RF	0000055	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099
1	ENCUMBRANCE LOAD	\$68,686.89		\$68,686.89		Y	N	Y	N

Distribution Line Information

Line #	Account	Fund	Org	Program	Approp	Client Name	BY	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	As
1	421501	12501	150110	00000	0000000	Default Client ID	1998				\$68,686.89			N
Riverview MIS														

Payment Comments-Check Stub

AR NO. 97365 INV. NO. 7 \$68,686.89

Voucher Comments

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

Authorization

[Signature]

Date

8/16/99



To: Ramsey County Regional Railroad Authority
Suite 665 RCGC - West
50 West Kellogg Boulevard
St. Paul, Minnesota 55102

Attn: Ms. Kathy DeSpiegelaere

Re Riverview Major Investment Study
PB Project No. 19046M
Expiration Date: April, 2000

**Parsons
Brinckerhoff**

510 First Avenue North
Suite 550
Minneapolis, MN 55403
612-371-0443
Fax: 612-371-4410

Estimated Completion: 40.0%
Period Ending: 6/18/99
Invoice Date: 7/30/99
Invoice No.: 7
AR No. 97365

Project Description:

Riverview MIS

	TOTAL AGREEMENT AMOUNT	TOTAL BILLING TO DATE	AMOUNT PREVIOUSLY BILLED	BILLED THIS INVOICE
1. DIRECT SALARIES COSTS: (See Attachment "A" for breakdown)	182,351.20	103,939.13	82,462.33	21,476.80
2. OVERHEAD COSTS: Rate=157% (Direct Salary * Overhead Rate)	286,204.00	3.24	129,244.20	33,799.04
3. FIXED FEE (Profit): Rate=10% Fixed Fee=Rate*(D.S. costs and Overhead)		3.23	21,170.65	5,527.58
4. OTHER DIRECT COSTS: (See Attachment B)		05	27,488.80	4,563.30
5. SUBCONTRACTORS (s): (See Attachment C)		18	45,247.81	6,935.27
SUBTOTAL:	919,935.69	377,821.73	305,613.79	72,301.99
6. CONTINGENCY:	230,000.00	0.00	0.00	0.00
SUBTOTAL:	1,149,935.69	377,821.73	305,613.79	72,301.99
LESS RETAINAGE (5%)	57,496.78	18,891.09	15,280.69	3,615.10
NET EARNINGS TOTALS:	1,092,438.91	358,930.64	290,333.10	68,686.89
TOTAL AMOUNT DUE THIS INVOICE: \$68,686.89				

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

Myrna Valdez, Project Manager
Parsons Brinckerhoff Quade & Douglas, Inc.
510 First Avenue North, Suite 550
Minneapolis, Minnesota 55403

Reviewed and Recommended for Payment by RCRRA:

8/13/99

Date Approved for Payment



Riverview MIS
INVOICE #7

ATTACHMENT 'A' - LABOR SUMMARY

PB PROJECT No: 19046M

PERIOD ENDING	EMPLOYEE NAME	PB CLASSIFICATION	CONTRACT CLASSIFICATION	HOURS	RATE	DOLLAR AMOUNT
4-Jun-99	Valdez	Project Manager	Project Manager	54.00	50.481	\$2,725.97
	Cohn	Sr. Planner	Planner	72.00	26.350	\$1,897.20
	Wyatt	Lead Engineer	Engineer	42.00	31.493	\$1,322.71
	Conrad	Lead Planner	Planner	35.00	29.360	\$1,027.60
	Asher	Assistant Engineer	Technician	36.50	17.004	\$620.65
	Hinnant	Sr CADD Designer	CADD/Graphics	18.00	20.045	\$360.81
	Griesy	Computer Graphics	CADD/Graphics	21.00	17.000	\$357.00
	Christian	Admin Manager	Admin/Clerical	15.00	23.798	\$356.97
	Trani	Computer Graphics	CADD/Graphics	15.00	17.800	\$267.00
	Schmidt	Assistant Engineer	Engineer	8.00	17.985	\$143.88
	Shimizu	Sr Supv Planner	Senior Planner	3.00	46.018	\$138.05
	Burke	Sr Supv Drafter	CADD/Graphics	4.00	25.625	\$102.50
	Thurman	Computer Graphics	CADD/Graphics	4.00	24.887	\$99.55
	Ruegg	Supv Planner	Senior Planner	2.00	37.500	\$75.00
	Vandenbosch	Technical Specialist	Technician	2.00	30.275	\$60.55
	Warner	Area Manager	Senior Engineer	1.00	45.673	\$45.67
	Minten	Project Administrator	Admin/Clerical	2.00	20.780	\$41.56
	Gallagher	Technical Specialist	Technician	1.00	28.850	\$28.85
	Usison	Sr Supv Drafter	CADD/Graphics	1.00	28.000	\$28.00
	Rowan	Admin Assistant	Admin/Clerical	0.50	12.500	\$6.25
18-Jun-99	Valdez	Project Manager	Project Manager	52.00	50.481	\$2,625.01
	Cohn	Sr. Planner	Planner	78.00	26.350	\$2,055.30
	Jepsen	Supv Planner	Senior Planner	53.50	35.100	\$1,877.85
	Seskin	Technical Manager	Senior Planner	32.00	49.170	\$1,573.44
	Hinnant	Sr CADD Designer	CADD/Graphics	64.00	20.045	\$1,282.88
	Wyatt	Lead Engineer	Engineer	20.00	31.493	\$629.86
	Minten	Project Administrator	Admin/Clerical	15.50	20.780	\$322.09
	Brown	Assistant Engineer	Engineer	20.00	16.000	\$320.00
	Conrad	Lead Planner	Planner	8.00	29.360	\$234.88
	Ruegg	Supv Planner	Senior Planner	6.00	37.500	\$225.00
	Christian	Admin Manager	Admin/Clerical	6.00	24.036	\$144.22
	Schmidt	Assistant Engineer	Engineer	8.00	17.985	\$143.88
	Trani	Computer Graphics	CADD/Graphics	7.00	19.224	\$134.57
	Lear	Sr Supv Engineer	Senior Engineer	2.00	46.493	\$92.99
	Burke	Sr Supv Drafter	CADD/Graphics	2.00	25.625	\$51.25
	Herman	Systems Operator	CADD/Graphics	2.00	18.749	\$37.50
	Dowell	Lead Engineer	Engineer	1.00	30.210	\$30.21
	Gallagher	Technical Specialist	Technician	1.00	28.850	\$28.85
	Rowan	Admin Assistant	Admin/Clerical	1.00	12.500	\$12.50
See attached Time Sheets		TOTALS		716.00		\$21,528.05
Premium Time	Burke	Sr. Supv Drafter	CADD/Graphics		12.813	(\$51.25)
		TOTALS				\$21,476.80



Riverview MIS
INVOICE #7

PB PROJECT No. 19046M

ATTACHMENT "B" - DIRECT EXPENSE SUMMARY

16-Nov-98	AAA Delivery Service	Credit Back	-\$12.50
25-Dec-98	Expense Report - M. Jepsen	Credit Back	-\$11.75
5-Mar-99	Postage		\$0.55
30-Mar-99	Louis Frey Co., Inc.		\$267.07
30-Apr-99	Louis Frey Co., Inc.		\$11.98
30-Apr-99	Louis Frey Co., Inc.		\$5.73
4-May-99	Federal Express		\$15.05
2-Jun-99	Network Solutions		\$70.00
3-Jun-99	Federal Express		\$16.25
3-Jun-99	AAA Delivery Service		\$12.50
3-Jun-99	LaSalle Apartments		\$255.00
3-Jun-99	LaSalle Apartments		\$280.00
3-Jun-99	Nextel		\$106.30
3-Jun-99	Jeane Thome		\$275.93
3-Jun-99	Jeane Thome		\$152.24
4-Jun-99	Expense Report - H. Cohn		\$760.27
4-Jun-99	Expense Report - K. Asher		\$17.12
4-Jun-99	Postage		\$4.79
10-Jun-99	Park Terrace Apartments		\$535.00
10-Jun-99	Lafayette Litho		\$872.30
10-Jun-99	Jeane Thome		\$342.54
11-Jun-99	Federal Express		\$12.65
11-Jun-99	Federal Express		\$14.85
11-Jun-99	Federal Express		\$13.75
14-Jun-99	Federal Express		\$8.20
16-Jun-99	Cort Furniture		\$103.66
16-Jun-99	Northern States Power		\$12.56
16-Jun-99	Paragon Cable		\$42.17
16-Jun-99	Cristal's Warehouse		\$71.50
16-Jun-99	Jeane Thome		\$285.45
18-Jun-99	Expense Report - S. Ruegg		\$12.20
18-Jun-99	Expense Report - L. Minten		\$9.94

TOTAL DIRECT EXPENSES

\$4,563.30

See attached Receipts



Riverview MIS
INVOICE #7

PB PROJECT No. 19046M

ATTACHMENT "C" - SUBCONTRACTORS

Rowekamp Associates, Inc. (Inv. 990168)	\$3,135.27
Maxfield Research, Inc. (Inv. 8157)	\$3,800.00

TOTAL SUBCONTRACTORS	\$6,935.27
-----------------------------	-------------------

See attached Invoices

SUBCONSULTANT AND DBE SUMMARY

Firm Name	DBE	Amount This Invoice	Previously Invoiced	Total Invoiced To Date
C.J. Olson	WBE		23,116.00	23,116.00
Dyett & Bhatia	DBE		4,068.26	4,068.26
Macromedia			7,473.55	7,473.55
Maxfield		3,800.00	8,550.00	12,350.00
Montoya	WBE			0.00
Quam Sumnicht				0.00
Rowekamp	WBE	3,135.27		3,135.27
Schaefer	WBE			0.00
Zimmer Gunsel			2,040.00	2,040.00
TOTAL		\$6,935.27	\$45,247.81	\$52,183.08

DBE PARTICIPATION GOAL AND ACHIEVEMENT

Participation	Percentage	Goal	Achievement	% of Goal Achieved to Date	% of Total to Date
DBE GOAL	11.7%	\$135,000.00	\$30,319.53	22.46%	2.64%

To: Kathy DeSpiegelaere
Ramsey County Regional Railroad Authority

BUDGET PROGRESS REPORT

From: Parsons Brinckerhoff

Riverview MIS

Billing Period 5/22/99 - 6/18/99

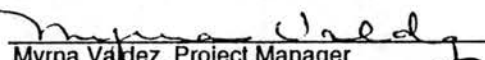
INVOICE #7
PB PROJECT No. 19046M

Agreement Expiration Date: April, 2000

Task Description	Physical % Work Completed This Period By Task	Physical % Work Completed To Date By Task	Original Task Budget	Charges Accrued This Period	Total Charges Accrued To Date	% of Budget Used by Task	Budget Remaining by Task	Cost to Complete
1	2	3	4	5	6	7	8	9
1.0 Project Management & Admin	3.0%	40.0%	68,708.76	7,398.40	57,597.21	83.83%	11,111.55	11,111.55
2.0 Public Education & Involvement	22.0%	57.0%	217,566.14	17,241.79	123,976.42	56.98%	93,589.72	93,589.72
3.0 Land Use & Economic Development	15.0%	15.0%	216,456.85	12,440.98	31,564.49	14.58%	184,892.36	184,892.36
4.0 Transit Service Planning	1.0%	8.0%	31,822.52	297.68	2,431.08	7.64%	29,391.44	29,391.44
5.0 Conceptual Engineering/Cost Estimates	4.0%	20.0%	80,477.68	79.16	15,558.59	19.33%	64,919.09	64,919.09
6.0 Enviromental	5.0%	15.0%	69,862.13	3,135.27	9,985.10	14.29%	59,877.03	59,877.03
7.0 Financial	0.0%	0.0%	28,317.50	0.00	0.00	0.00%	28,317.50	28,317.50
8.0 Definition of Alternatives	18.0%	55.0%	30,985.05	17,917.33	55,857.85	180.27%	-24,872.80	-24,872.80
9.0 Travel Forecasting	14.0%	50.0%	30,745.09	3,417.76	25,453.24	82.79%	5,291.85	5,291.85
10.0 Evaluation of Alternatives	30.0%	50.0%	21,900.88	5,810.33	23,439.71	107.03%	-1,538.83	-1,538.83
11.0 MIS Report Preparation	10.0%	15.0%	23,664.24	0.00	0.00	0.00%	23,664.24	23,664.24
Direct Expenses	N/A	N/A	99,428.85	4,563.30	31,958.05	32.14%	67,470.80	67,470.80
Totals:	N/A	N/A	\$919,935.69	\$72,301.99	\$377,821.73	41.07%	\$542,113.96	\$542,113.96

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

Approved and recommended
for payment


Myrna Valdez, Project Manager
Parsons Brinckerhoff Quade & Douglas, Inc.

RCRRA Project Manager

4

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAIL AUTHORITY

Kathryn DeSpiegelaere

Authorized Signature

October 12, 1999

Date

Board Action Requested

Request the Minnesota Department of Transportation to investigate allegations relating to Oregon Steel and the Rocky Mountain Steel labor dispute.

ACTION IS REQUESTED

Request Justification

See resolution attached and items from Hennepin County Regional Railroad Authority meeting.

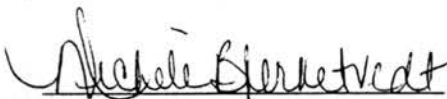
Budget and Accounting

County Attorney

Risk Management

Documentation certified complete for:

10-12-99
Board Date


Signature

10-4-99
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The Hiawatha Light Rail Transit project will require over 44 miles of new steel rail for the construction of the trackway for the conveyance of light rail vehicles; and

WHEREAS, A potential supplier of the steel for the Hiawatha Light Rail Transit project is Rocky Mountain Steel in Pueblo, Colorado, a division of Oregon Steel; and

WHEREAS, In 1997 Rocky Mountain Steel Mill replaced 1100 striking steelworkers with non-union workers who have little or no experience in making steel products including rail; and

WHEREAS, Since the replacement of the 1100 union steelworkers, Rocky Mountain Steel Mill has been charged with over 100 violations of federal law; and

WHEREAS, Rocky Mountain Steel Mill has been found guilty by the Occupational Safety and Health Administration (OSHA) of sixty-one (61) health and safety violations and fined \$400,000; and

WHEREAS, It is alleged that Rocky Mountain Steel Mill has begun encountering serious quality problems after replacing its skilled workforce with inexperienced workers; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority strongly encourages the Minnesota Department of Transportation (MnDOT) to investigate these allegations regarding quality and to refrain from purchasing steel rail from Oregon Steel for the Hiawatha Light Rail Transit project, consistent with federal and state law, until the Rocky Mountain Steel labor dispute and related quality issues have been fully resolved.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Tony Bennett, Chairman

By: _____
Rafael E. Ortega, Secretary



Request for HCRRA Board Action

64-HCRRA-99

Original Request

09/28/99 - Resolution Adopted on 09/28/99

Executive Directors Recommendation: Recommend Approval	Deputy Executive Directors Recommendation: Recommend Approval
--	---

Originating Department: Clerk to the Board	Is your department composing this RBA on behalf of another department? No
---	--

Information Only RBA: ☐

Item:

Encourage MnDOT to refrain from purchasing steel rail from Oregon Steel for the Hiawatha LRT project.

Distribution:

Are Certified Copies Required?	No	Quantity:	
---------------------------------------	----	------------------	--

Board Action Requested:

BE IT RESOLVED, That the Hennepin County Regional Railroad Authority strongly encourages the Minnesota Department of Transportation (MnDOT) to investigate these allegations regarding quality and to refrain from purchasing steel rail from Oregon Steel for the Hiawatha Light Rail Transit project, consistent with federal and state law, until the Rocky Mountain Steel labor dispute and related quality issues have been fully resolved.

Background:

In 1997 the Rocky Mountain Steel Mill replaced 1100 striking steelworkers with inexperienced non-union workers. Since the replacement of the 1100 union steelworkers, Rocky Mountain Steel Mill has been charged with over 100 violations of federal law. Rocky Mountain Steel Mill was subsequently found guilty by OSHA of 61 health and safety violations and fined \$400,000. Because of quality problems that have been encountered at the Rocky Mountain Steel Mill, the HCRRA by this resolution encourages MnDOT to investigate the allegations regarding quality and refrain from purchasing steel rail from Oregon Steel for the Hiawatha LRT project until the Rocky Mountain Steel labor dispute and related quality issues have been fully resolved.

Background Data:

Budget and Accounting Information

Department
Clerk
County Board
History

RESOLUTION NO. 64-HCRRRA-99.

The following Resolution was offered by Commissioners McLaughlin, Johnson, Dorfman, Opat, Tambornino and Stenglein:

WHEREAS, The Hennepin County Regional Railroad Authority will be a substantial financial partner in the funding of the Hiawatha Light Rail Transit project; and

WHEREAS, The Hiawatha Light Rail Transit project will require over 44 miles of new steel rail for the construction of the trackway for the conveyance of light rail vehicles; and

WHEREAS, A potential supplier of the steel for the Hiawatha Light Rail Transit project is Rocky Mountain Steel in Pueblo, Colorado, a division of Oregon Steel; and

WHEREAS, In 1997 Rocky Mountain Steel Mill replaced 1100 striking steelworkers with non-union workers who have little or no experience in making steel products including rail; and

WHEREAS, Since the replacement of the 1100 union steelworkers, Rocky Mountain Steel Mill has been charged with over 100 violations of federal law; and

WHEREAS, Rocky Mountain Steel Mill has been found guilty by the Occupational Safety and Health Administration (OSHA) of sixty-one (61) health and safety violations and fined \$400,000; and

WHEREAS, It is alleged that Rocky Mountain Steel Mill has begun encountering serious quality problems after replacing its skilled workforce with inexperienced workers.

BE IT RESOLVED, That the Hennepin County Regional Railroad Authority strongly encourages the Minnesota Department of Transportation MnDOT to investigate these allegations regarding quality and to refrain from purchasing steel rail from Oregon Steel for the Hiawatha Light Rail Transit project, consistent with federal and state law, until the Rocky Mountain Steel labor dispute and related quality issues have been fully resolved.

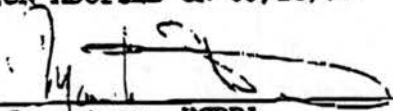
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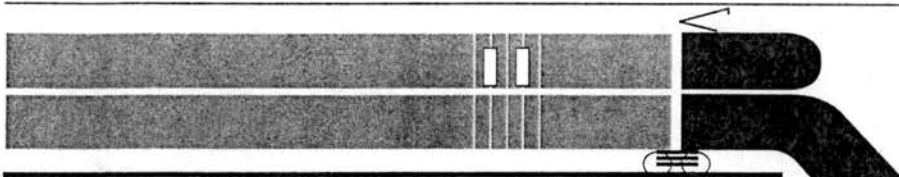
The question was on the adoption of the Resolution and there were 7 YEAS and 0 NAYS, as follows:

BOARD OF COMMISSIONERS HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Michael Opat	<u>X</u>	<u>—</u>	<u>—</u>
Mark Stenglein	<u>X</u>	<u>—</u>	<u>—</u>
Gail Dorfman	<u>X</u>	<u>—</u>	<u>—</u>
Peter McLaughlin	<u>X</u>	<u>—</u>	<u>—</u>
Randy Johnson	<u>X</u>	<u>—</u>	<u>—</u>
Penny Steele	<u>X</u>	<u>—</u>	<u>—</u>
Mary Tambornino, Chair	<u>X</u>	<u>—</u>	<u>—</u>

RESOLUTION ADOPTED ON 09/28/99

ATTEST:


Secretary, HCRA



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

Agenda

Regional Railroad Authority Meeting

November 16, 1999

Immediately following Administrative Board Meeting

Third Floor Council Chambers Courthouse

1. * Approve minutes of the October 12, 1999 meeting.
2. Metropolitan Council Master Plan for Transit.
3. Corridor updates.
4. Mn/DOT Commuter Rail System Coordination Plan.
5. * Authorize staff to negotiate a contract with BRW for the Central Corridor Transit Study.
6. * Approve the contract with the State of Minnesota to access \$1.875 million federal and state funds for Riverview Corridor transit improvements; approve the agreement with Metro Transit to construct the transit improvements; and authorize the Chair to execute the contract and agreement.
7. * A) Approve the Construction Agreement between RCRRA and MediaOne Corporation to install co-axial cable across the RCRRA right of way at Maryland Avenue; and B) Authorize the Chair of the Ramsey County Regional Railroad Authority to sign the Construction Agreement on behalf of RCRRA.
8. * Ratify quarterly report of payments for July 1, 1999 to September 30, 1999.
9. * Ratify partial payments No. 8 in the amount of \$73,574.37 and No. 9 in the amount of \$51,942.88 to Parsons Brinckerhoff Quade and Douglas, Inc. for professional consulting services for the Riverview Corridor Major Investment Study.

(continued on next page)

10. * A) Approve the request for the withholding from public sale for six months the following tax-forfeited property for transit purposes: P.I.N. 29-29-22-41-0197-4, Lot 2 Block 3 of Andrew Addition, 835 Arcade Street, in St. Paul; B) Authorize the Chair to sign the request; and C) Authorize the Chief Clerk to file a certified copy of this resolution and the request in the office of Property Records and Revenue.

* Action is requested

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on Tuesday, October 12, 1999, in Council Chambers Third Floor Courthouse.

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

OTHERS PRESENT: Randy Baker, Shelly Bjerketvedt, Dennis Bodin, Gary Davis,
Kathryn DeSpiegelaere, Terry Lindeke, David MacMillan, Tom
Oertel, Jim Sandusky, Karen Tero

Chair Bennett called the meeting or order at 10:55 a.m.

1. Approve minutes of the September 14, 1999 meeting.

Motion by Chair Tony Bennett to accept the minutes of the September 14, 1999 meeting.

Ayes - 7, Nays - 0
Motion accepted.

2. Rail Volution Conference

Kathy DeSpiegelaere stated that some members of the Ramsey County Regional Rail Authority attended a conference recently in Dallas, Texas where there is commuter rail and light rail. She asked if they would like to talk about what they saw and learned at the conference.

Commissioner Haigh commented that she thought it was very helpful to have wide representation from the St. Paul/Ramsey County area there. There were community people, business people and rail/transit advocates. A lot of time was spent talking about rail and transit issues with the people that were there. She was convinced that we need to move forward with a metro wide sales tax for rail transit and it should be a cornerstone piece of our legislative agenda. It's not something that gets done in one session. A coalition needs to be built with the private sector. Private sector leadership very much involved other communities to have a sales tax dedicated for transit and rail. Commissioners Bennett, Ortega and Haigh went to Houston and spent a lot of time with the transit agency there looking at their dedicated busways. Houston also has made a decision to move forward with the light rail corridor. Commissioner Haigh was impressed with the transit agency in Houston, but is equally impressed with the leadership in the Twin Cities and believes that we have the opportunity to move forward as well.

Chair Bennett noted that there are 3.1 million people in the Houston area, while there are 2.5 million in the Twin Cities metro area. He believes that we are so far behind in this region in how we deal with transit and transportation compared to other cities around the country, in particular to Dallas and Houston. Along with transit, he looked at the highway structures in Houston and how they integrated high occupancy vehicles, bus and multiple people in cars into these highway systems when they built it. Transit hubs, transit stations and park and rides are accessible to those HOV lanes. Houston has a 1% sales tax, which raises about \$315 million annually. 25% of that goes back to roads because when we look at transportation and transit, they are intertwined. They need to complement each other. Houston just approved on a 9-0 vote of their board to build a 7 1/2 mile light rail line, which will be their first. Dallas has many light rail lines and Chair Bennett took the opportunity to go and ride them and get off at a few stations. Chair Bennett commented that he talked to citizens both on the trains and at the stations. The trains run through neighborhoods right next to

schools and houses. Within a couple spots, they were as close as 30-40 feet from houses. These are very quiet systems and he was impressed. There are a lot of similarities in some of the corridors that Dallas is using to both the Central Corridor and the Riverview Corridor.

Commissioner Rettman said she looked at the rail lines in terms of gentrification, economic development, and quality of the product and the coordination of the buses, trolleys and other systems as they related. She visited DART (the transit-operating agency) who was being picketed for not paying fair wages. If we go forward, we must pay fair wages. She wanted to know how rail impacted economically challenged areas and the Dallas officials that she spoke with said that this is a transportation system that needs to be coordinated rather than creating the misnomer that this is going to literally breathe life into certain areas. The actual product runs very quiet and is very efficient. She also got off in three different neighborhoods and talked to people. The income gap in Texas is enormous compared to the gap in Minnesota. The quality of life here is so profoundly better. We need to make sure that we are being a participant in this and we don't lose the people that this should be serving, which are the economically disadvantaged, not just the people who have fled to the suburbs and just bring them back in. It has to do both.

Commissioner Wiessner also felt that the conference was extremely valuable. She came out learning that we need an integrated metro area multimodal transit system which includes buses, light rail and commuter rail and other options with collocated hubs, transit stations, and park and ride facilities. She stated that the key word is system. It should be a metro system, not a county by county plan. We need to do a much better job even if it means getting out of the business to some extent and giving up some of our power and giving it to a regional body. The governance and decision-making need to be on a regional level. Hennepin County is making a lot of the decisions that everyone else is going to be living with. We need a dedicated funding source and she was impressed that the systems that seemed to be working well tend to have a sales tax. A regional sales tax is needed to support not just rail but also transit. Enhancing the entire transit system is a need. We need to prioritize the additions to the system based on the most likely success. She came away with the idea that we need to be shifting our focus to University Avenue for the Central Corridor for that reason. The ridership numbers are far higher from what she's seen as potential on Riverview.

Commissioner Wiessner went to one of the mobile sessions on comparing light rail transit and commuter rail and learned of some disadvantages of commuter rail that she had not heard of before. One disadvantage is that you have to work with the Federal Railroad Association and their number one priority is safety. They would rather not have anyone near their tracks, let alone a public transit system using their tracks. The whole negotiation for commuter rail is a totally different thing. In Dallas, they have commuter rail and light rail. They integrated them, but they have separate staff that are working on the two because they find that it is such a different process to go through in order to get the commuter rail lines shared. What they do is they have tracks used from 5:00 a.m. to 5:00 p.m. by the commuter rail and from 5:00 p.m. to 5:00 a.m. used by the freight companies. They strongly suggest that you don't break it up any more than that. If you're going to do commuter rail you've got to have the trains going all day long you can't just do a window in the morning and a window at night. Also, they said the complexity in dealing with the freight lines escalates astronomically for every window. The other thing that they said about light rail is that it is much more flexible and is a much more powerful economical development tool. Commuter rail lines tend to be on railroad beds, not areas where people want to be living. This makes economical development more difficult. Light rail can go right down the major thoroughfares and developers love it because it's a lot easier to get to. The stops are more frequent on light rail so there's more opportunity just in sheer numbers and volume of stops along the way. The other thing that they said was not to just use the existing rail lines when planning the system. What one should do is sort through the destination points of where people want to go. Then look to see if there might be any existing rail lines that one could use to get you there. Don't use the existing rail lines as the guiding force.

Another thing Commissioner Wiessner learned is that Salt Lake City saved \$10-12 million by tagging on to San Diego's contract for vehicles. She thought that was a very innovative way of saving money by using existing contracts around the Country on actual material that will be purchased. The idea of having consistent design themes throughout the whole system is important so that people readily identify the transit system both rail and bus. Cliff Hanke had four principles that she really liked. One is to steal other people's ideas. Two is to develop the system incrementally; do it one line at a time. Three is to show successes early

and celebrate successes. Four is use proven technology. She came away with two major priorities; metro regional planning and governance.

Chair Bennett noted that we do have that with the metro joint powers board which is made up of the seven metro counties. With the new legislation that passed last session, Met Council and the Department of Transportation have more powers.

Commissioner Haigh commented that she agrees with the idea of a metro and regional approach to the system. We have the joint powers board, but she thinks that we need to explore whether that is the vehicle that is going to allow us to get the sales tax to support transit. The issue of getting the sustained dedicated funding for transit and rail is going to go hand in hand with who has the responsibility to spend that money. She felt that there is a need to have discussion about that. She believed that if the joint powers board ended up with that responsibility, the transit part wouldn't be addressed. She stated to support the dedicated sales tax, we have to have both rail and transit together. She said that we have to help move that discussion along if we want to get the corridor funded in the east metro area. A funding source of a property tax won't work.

Kathy DeSpiegelaere stated that Steve Berg, who is on the editorial board at the Star Tribune, was at the conference. In last Sunday's paper, there was an editorial relating to the Hiawatha Corridor, light rail and transit in general. The opening sentence was, "Some people know the cost of everything and the value of nothing". It was a reference to some of the current dialog about the cost escalating for light rail. The article made reference to the cost of a highway project such as 212. When land goes up in cost and when you have projects that have a lead time of 5, 10, 15 years, you're going to see increases in cost. Kathy commented that she appreciated the time that the Commissioners spent at the conference, and the fact that they found it valuable.

Kathy noted that in relation to the sales tax, there are conversations occurring right now between the Chair of the Met Council and the Commissioner of Mn/DOT with the Governors staff. She told the Commissioners that they might wish to send a letter or have a conversation with, for example, Ted Mondale indicating support for the concept of the sales tax if that's a position of this rail authority. Also, they might want to convey their support to the St. Paul Area Chamber of Commerce on that support too.

Commissioner Wiessner asked if anyone has already done an analysis of how much money it would cost to do the kind of system that we're talking about? Dallas has a one cent sales tax and Charlotte just passed a 1/2 cent.

Kathy DeSpiegelaere answered that analysis has been done over the years at various intervals. Currently, there is a regional master transit plan that is being prepared by the Metropolitan Council and each of the county rail authority staff members of the seven metro counties participated in a day long session on that. There will be another soon. As part of that, the financial analysis will be done and so we do have information that will be forthcoming in that plan. We have old data but this will be correct, so we could have that available.

Commissioner Haigh stated that she would like to follow up on that discussion. Once we have a chance to see the information, she would like to have a policy discussion so we could take a position and convey that formally to the Chair of the Council and to the Governor and to our legislators. We need to have a formal discussion with the business community here about that. Through informal discussions, she senses support for the chamber of representatives. We want to build on that momentum.

3. Ratify partial payment No. 6 in the amount of \$63,656.56 and No. 7 in the amount of \$68,686.89 to Parsons Brinckerhoff Quade and Douglas, Inc. for professional consulting services for the Riverview Corridor Major Investment Study

Motion by Chair Bennett, seconded by Commissioner Wiessner to ratify partial payment No. 6 in the amount of \$63,656.56 and No. 7 in the amount of \$68,686.89 to Parsons Brinckerhoff Quade and Douglas, Inc. for professional consulting services for the Riverview Corridor Major Investment Study.

Ayes - 7, Nays - 0

Motion accepted

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Parsons Brinckerhoff Quade & Douglas, Inc. for the purpose of conducting the Riverview Corridor Major Investment Study; and

WHEREAS, Parsons Brinckerhoff Quade & Douglas, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through June 18, 1999; 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, Parsons Brinckerhoff Quade & Douglas, Inc. Invoice No. 6, Partial Payment No. 6, in the amount of \$63,656.56 and Invoice No. 7, Partial Payment No. 7, in the amount of \$68,686.69 attachments thereto, provide the correct documentation of payments due Parsons Brinckerhoff Quade & Douglas, Inc. through June 18, 1999; Now, Therefore Be It

RESOLVED, Payment to Parsons Brinckerhoff Quade & Douglas, Inc. in the amount of \$132,343.45 for services rendered through June 18, 1999, is hereby ratified.

4. Request The Minnesota Department of Transportation to investigate allegations relating to Oregon Steel and the Rocky Mountain Steel labor dispute

Motion by Commissioner Haigh, seconded by Commissioner Wiessner to request the Minnesota Department of Transportation to investigate allegations relating to Oregon Steel and the Rocky Mountain Steel labor dispute.

Ayes - 7, Nays - 0
Motion accepted

WHEREAS, The Hiawatha Light Rail Transit project will require over 44 miles of new steel rail for the construction of the trackway for the conveyance of light rail vehicles; and

WHEREAS, A potential supplier of the steel for the Hiawatha Light Rail Transit project is Rocky Mountain Steel in Pueblo, Colorado, a division of Oregon Steel; and

WHEREAS, In 1997, Rocky Mountain Steel Mill replaced 1100 striking steelworkers with non-union workers who have little or no experience in making steel products including rail; and

WHEREAS, Since the replacement of the 1100 union steelworkers, Rocky Mountain Steel Mill has been charged with over 100 violations of federal law; and

WHEREAS, Rocky Mountain Steel Mill has been found guilty by the Occupational Safety and Health Administration (OSHA) of sixty-one (61) health and safety violations and fined \$400,000; and

WHEREAS, It is alleged that Rocky Mountain Steel Mill has begun encountering serious quality problems after replacing its skilled workforce with inexperienced workers; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority strongly encourages the Minnesota Department of Transportation (Mn/DOT) to investigate these allegations regarding quality and to refrain from purchasing steel rail from Oregon Steel for the Hiawatha Light Rail Transit project, consistent with federal and state law, until the Rocky Mountain Steel labor dispute and related quality issues have been fully resolved.

The meeting adjourned at 11:25.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

10/30/99
Date

Board Action Requested

Metropolitan Council Master Plan for Transit.

DISCUSSION ONLY

Request Justification

See attached memorandum from K. DeSpiegelaere.

Budgeting and Accounting

K. DeSpiegelaere

County Attorney

Dan M. Miller

Risk Management

Documentation certified complete for:

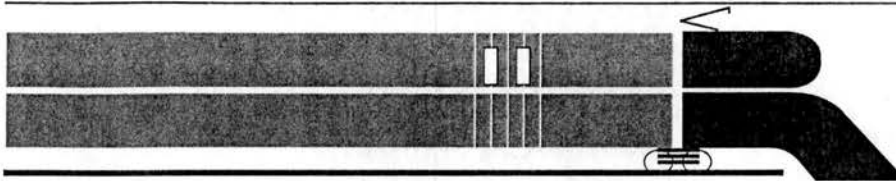
November 16, 1999

Board Date

Kristine A. Longhenry
Signature

11-4-99

Date



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

TO: Ramsey County Regional Railroad Authority Commissioners

FROM: Kathryn DeSpiegelaere

SUBJECT: Metropolitan Council Master Plan for Transit

DATE: October 26, 1999

The Metropolitan Council is required by legislation to prepare a Master Plan for Transit by February, 2000. Ramsey County Regional Railroad Authority is involved in these efforts in several ways:

The Metropolitan Light Rail Transit Joint Powers Board has monthly discussions at its meetings about plan preparation.

Railroad Authority staff is included in two day long work sessions on the plan preparation.

Railroad Authority staff has discussions with Metropolitan Council staff about the plan and has been asked to brief Metropolitan Council members who represent Ramsey County about the plan at intervals.

At the most recent Regional Railroad Authority meeting, Commissioners requested information on a sales tax option for dedicated funding for transit. The Metropolitan Council's plan will include financing options, and therefore staff of the Metropolitan Council supplied this information for Commissioners.

A sales tax in the metropolitan region generates \$155 million per half cent annually. Ramsey County generates about 20% of the total regional sales tax.

Very conceptual capital costs for transit are: Light rail transit is in the \$500 million range per line in current (noninflated for year of construction) dollars. Busways (bus rapid transit) may be in the \$120 million range. And commuter rail is in the \$200 million range.

Currently, transit operating costs are paid primarily by farebox, property tax and state general funds.

Recommendation:

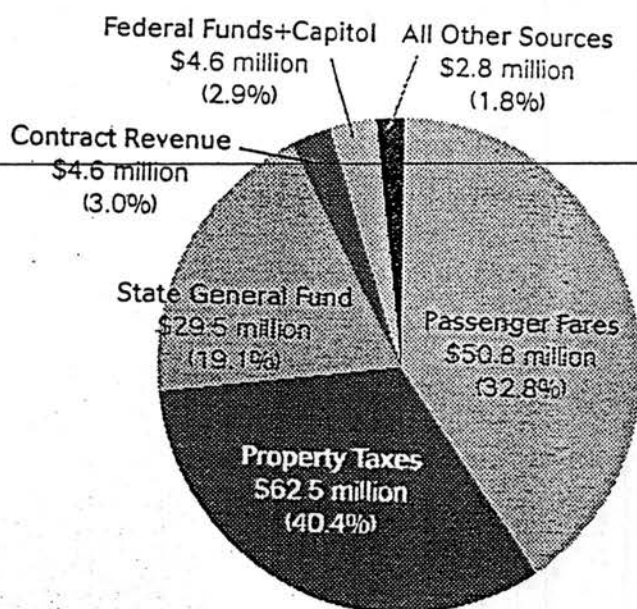
For your information.

Budget

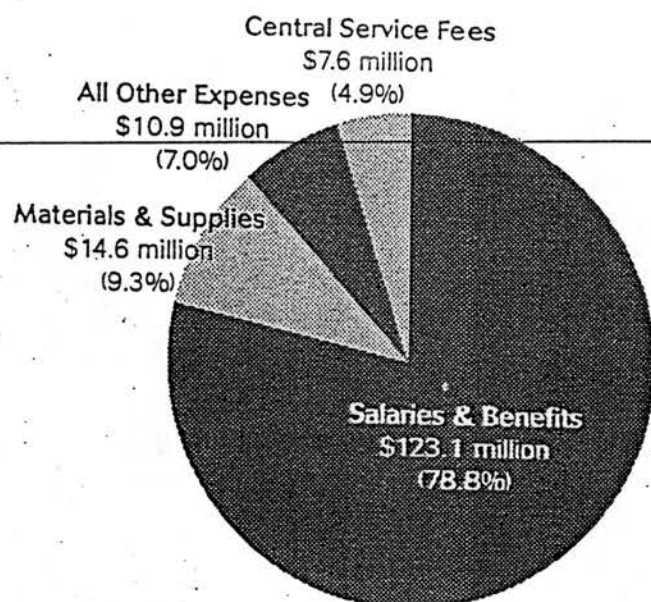
Metro Transit's 1999 adopted operating budget is \$156 million. Revenues come from three principal sources: property taxes (40%); passenger fares (33%), and state general fund (19%). Expenses are in two main categories: salaries and benefits (79%) and materials and supplies (9%).

\$156.2 Million Adopted Operating Budget Distribution of 1999 Revenues & Expenses

Revenues & Subsidies



Expenses

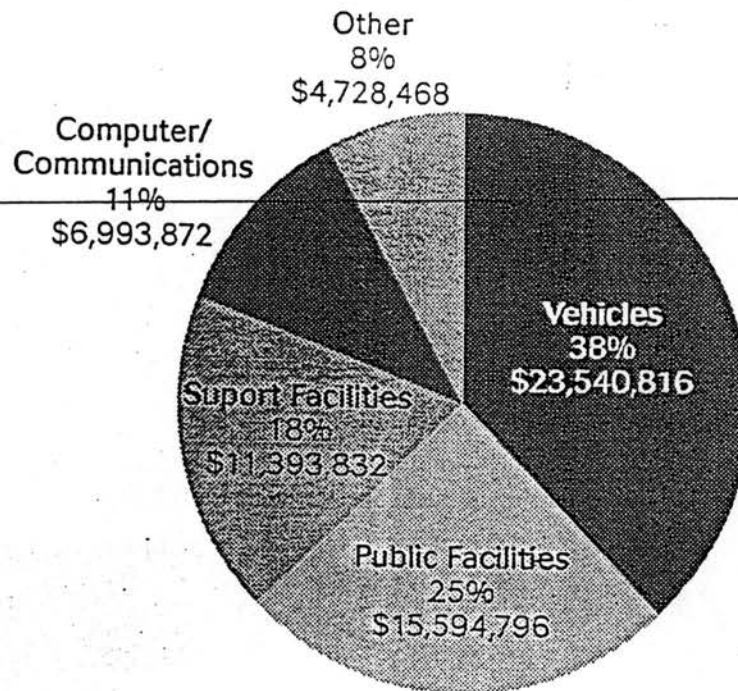


The budget rests on three positive revenue factors:

- Strong property tax growth due to increased valuations; up 6.2% to \$62.5 million.
- Ridership growth resulting in increased passenger fares; up 2.6% to \$50.4 million
- Growth in general fund appropriations projected at a minimum of 5%.

Metro Transit's 1999 Adopted Capital Budget totals \$62.3 million with the bulk of the investment in new buses. Metro Transit expects to take delivery of 67 standard coaches and 10 low-floor articulated test buses. A major public facilities expansion project begins this year as the agency invests \$6 million to double the size of its Foley Park-Ride lot by decking the surface lot and developing a bus-only access to Highway 610.

**1999 Adopted Capital Budget
\$62,251,784**



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Halpiégelæw
Authorized Signature

10/30/99
Date

Board Action Requested

Corridor updates.

DISCUSSION ONLY

Request Justification

Discussion will occur at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

November 16, 1999

Board Date

Kristine A. Longhenry
Signature

11-4-99

Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

November 4, 1999

Date

Board Action Requested

Mn/DOT Commuter Rail System Coordination Plan.

DISCUSSION ONLY

Request Justification

Discussion will occur at the meeting.

See attached information from Mn/DOT.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

November 16, 1999

Board Date

Kristine A. Longhewy
Signature

11-4-99

Date

Commuter Rail System Plan

Summary

Locomotives

- Purchase new locomotives
- Specify that they are commuter rail service proven
- Acquire used or rebuilt units only if new ones are not available in a timely manner

Rolling Stock

- Conform to FRA and PRESS (Passenger Rail Equipment Safety Service)
- Three-car trains, initially (two coaches and one cab car)
- Increase train lengths (10 car maximum) as ridership increases

Maintenance Facilities

- Acquire CP Shoreham Shop site
- Initially, use Third-Party contract for maintenance
- Sponsor should assume maintenance responsibilities when 3rd corridor is implemented
- Examine functions and equipment that can be shared with other area transit operators

Communication

- Compatible with that used by the host railroads
- Dedicated radio channel for agency security forces
- Interactive/real-time information displays, link to Mn/DOT's "Orion" Project

Station Spacing

- Desirable spacing: 5 miles or more in outlying areas
- Stations may be closer together on approach to CBDs
- 79 mph maximum operating speed
- Average speeds should be in the range of 25-40 mph
- All physical plant improvements will conform to FRA and host RR standards

Service Levels

- Adopt Feasibility Study opening day service plans by corridor
- Adjust service levels in coordinated manner, approved by Mn/DOT initially

Station Deferrals and Line Truncations

- Andover (Bethel)
- Chanhassen (Norwood)
- Little Canada/I-35E (Rush)
- Truncate: Norwood at Chaska, Dan Patch at Lakeville

Central Corridor Schedule

- Assume 45-second dwell times
- Strive for "memory table" *trains on schedule easy to memorize*

- All subject to capacity modeling

Right-of-Way

- Purchase RR ROW, if possible
- Municipalities own stations and parking lots

Fares

- 0-15 Miles: \$2
- 15-20: \$2.75
- 20-25: \$3.50
- Offer multiple-ride fares, consistent with Metro Transit

Park-n-Ride Facilities

- Provide free parking at stations

Performance Standards

- Provide a seat for every rider
- Track loading counts per corridor and per train
- Adopt stringent on-time performance criterion
- On-time+ within 5 minutes of schedule
- Grant free ride certificates to the riders when train is more than 30 minutes late

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

10/30/99
Date

Board Action Requested

Authorize staff to negotiate a contract with BRW for the Central Corridor Transit Study.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Resolution
 2. Memorandum from K. DeSpiegelaere

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

November 16, 1999

Board Date

Kristine A. Longhenry
Signature

11-4-99

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, Ramsey County Regional Railroad Authority authorized staff to issue a request for proposal for Central Corridor transit work on buses, light rail and commuter rail; and

WHEREAS, Two proposals were received and reviewed by groups consisting of representatives of ten affected organizations and agencies; and

WHEREAS, The review group recommends proceeding with a contract with the firm of BRW, Minneapolis; Now, Therefore, Be It

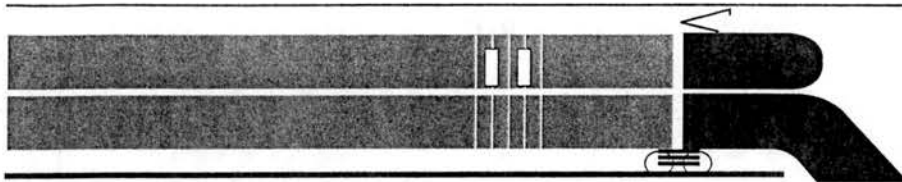
RESOLVED, That Ramsey County Regional Railroad Authority authorizes staff to negotiate a contract with BRW for the Central Corridor Transit Study; and Be It Further

RESOLVED, That staff will return the contract to the Rail Authority for approval before it is executed.

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

Tony Bennett, Chairman

By: _____
Rafael E. Ortega, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

TO: Ramsey County Regional Railroad Authority Commissioners
Paul Kirkwold, Interim County Manager

FROM: Kathryn DeSpiegelaere

SUBJECT: Central Corridor Transit Study Contract

DATE: October 25, 1999

Ramsey County Regional Railroad Authority on September 7 authorized staff to issue a request for proposals (RFP) for Central Corridor Transit Study work.

RFP's were sent to over 90 local and national firms. Two proposals were received. A proposal from Himle Horner addressed only a portion of the work, and therefore was eliminated from consideration. A proposal that addressed the entire work effort of the request for proposals was received from BRW, Minneapolis. Subconsultants on the proposal are TKDA, Inc; SRF Consulting Group, Inc.; ZGF Partnership, LTK Engineering Services; MainLine Management, Inc.; Sharon Greene and Associates.

The review group for the proposals met twice. The group consisted of representatives of Midway Chamber of Commerce, Capital City Partnership, Minnesota Department of Transportation, Hennepin County Regional Railroad Authority, Metro Transit, St. Paul, Washington County Regional Railroad Authority, Ramsey County Manager, Ramsey County Public Works Department, and Ramsey County Regional Railroad Authority.

The proposal has an estimated cost of \$2,549,000. The work plan and costs will be the subject of negotiation.

The staff group recommends proceeding with negotiations with BRW. The proposal was strong in many regards. Staff also recommends that certain areas of the work may need a separate contract. Work with the community and public education are elements that will likely necessitate separate contracts.

The contract will be funded with federal, state and Ramsey County Regional Railroad Authority funds.

Recommendation:

Consider the resolution authorizing staff to negotiate a contract with BRW.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

6

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

11/2/99
Date

Board Action Requested

Approve the contract with the State of Minnesota to access \$1.875 million federal and state funds for Riverview Corridor transit improvements; approve the agreement with Metro Transit to construct the transit improvements; and authorize the Chair to execute the contract and agreement.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Resolution
 2. Memorandum from K. DeSpiegelaere
 3. Contract with the State of Minnesota
 4. Agreement with Metro Transit

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

November 16, 1999
Board Date

Kristine A. Longhenry
Signature

11-2-99
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The Ramsey County Regional Railroad Authority has approved applications for funding for transit improvements for the Riverview Corridor along East and West Seventh Streets and in Downtown St. Paul; and

WHEREAS, Federal funds in the amount of \$1,500,000 and state funds in the amount of \$375,000 will be used for these transit improvements; Now Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the contract with the State of Minnesota to access the state and federal funds; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority approves the agreement with Metro Transit to construct the transit improvements in the Riverview Corridor; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Director of Budgeting and Accounting to make any necessary budget adjustments to implement this grant; and Be It Further

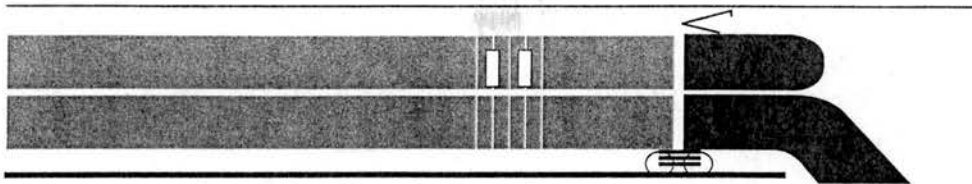
RESOLVED, That the Chair of the Ramsey County Regional Railroad Authority is authorized to execute the contract and agreement.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Tony Bennett, Chairman

By: _____
Rafael E. Ortega, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

Memorandum

To: Ramsey County Regional Railroad Authority Commissioners
Paul Kirkwold, Interim County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Contract for Riverview Corridor Transit Improvements

Date: November 1, 1999

In April and May, 1999, Ramsey County Regional Railroad Authority approved applications for funding for transit improvements to the Riverview Corridor that will include bus shelters, lighting and other transit upgrades along East and West Seventh Streets and in Downtown St. Paul. The amount of state and federal funds to be used for these improvements, which will be made by Metro Transit, is \$1,875,000. The improvements have been developed with Metro Transit, St. Paul, and representatives of the district councils in the Riverview Corridor.

A contract with the State of Minnesota to access the state and federal funds is attached for your approval. An agreement with Metro Transit, the agency that will construct the improvements, is also attached for your approval.

Recommendation:

Consider the resolution attached.

STATE OF MINNESOTA GRANT CONTRACT

Federal Grant Number MN-90-X123-00

Agency: T-79	Fiscal Year:	Total Contract Amount:
MAPS Contract Number:		MAPS Order Number:

Mn/DOT Budget Office:

(Authorized Signature)

MAPS Entry -- Sign and Date

(Individual signing certifies that funds have been
encumbered as required by Minn. Stat. § 16A.15.)

THIS GRANT CONTRACT, which shall be interpreted pursuant to the laws of the state of Minnesota, is between the state of Minnesota, acting through its Commissioner of Transportation (hereinafter "STATE") and the Ramsey County Regional Railroad Authority (hereinafter "GRANTEE").

WHEREAS, pursuant to Laws of Minnesota 1998, Chapter 404, Section 17, Subdivision 3, paragraph (a), as amended, the Minnesota legislature appropriated funds to STATE to be used to match federal funding for transitways in the metropolitan area; and

WHEREAS, pursuant to Laws of Minnesota 1998, Chapter 404, Section 17, Subdivision 3, paragraph (c), subparagraph (1), as amended, the Minnesota legislature provided \$3,000,000.00 for STATE to distribute as grants to GRANTEE for a major investment study, engineering, and implementation in the Riverview Corridor between the east side of St. Paul and the Minneapolis-St. Paul International Airport and the Mall of America; and

WHEREAS, GRANTEE is a political subdivision and local government that is organized pursuant to Minnesota Statutes Chapter 398A and that is eligible to receive Federal Transit Administration Title 49 United States Code Section 5307 grant funds; and

WHEREAS, GRANTEE approved Resolutions R99-13 and R99-20 on April 13, 1999 and May 4, 1999, respectively, which identify unfunded transit needs in the Riverview corridor and authorize the application for state and federal funds to improve the Riverview Transit Corridor; and

WHEREAS, on behalf of GRANTEE, STATE applied to the Federal Transit Administration for \$1,500,000.00 from Title 49 United States Code Section 5307 funds to be used for the Riverview Corridor;

WHEREAS, the Federal Transit Administration approved STATE's request for \$1,500,000.00 from Section 5307 program funds for transit improvements in the Riverview Corridor; and

WHEREAS, GRANTEE seeks \$375,000.00 from STATE for a 20% match to the federal funds of \$1,500,000.00 that were approved by the Federal Transit Administration for the Riverview corridor; and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

TERM OF CONTRACT. This Grant Contract shall be effective upon such date as it is executed by the appropriate STATE and GRANTEE officials, and shall remain in effect until June 30, 2001, or until all obligations set forth in this Grant Contract have been satisfactorily fulfilled, whichever occurs first.

II. GRANTEE'S DUTIES GRANTEE shall:

A. Continue progress in enhancing transit services in the Riverview corridor by improving bus facilities along the corridor as follows:

1. Installing bus shelters along West Seventh Street/Fort Road;
2. Upgrading existing shelters along West Seventh Street;
3. Installing information kiosks at transit stops along West Seventh Street;
4. Installing lighting at bus stops along West Seventh Street;
5. Installing bus shelters at downtown St. Paul locations which serve Riverview Corridor buses;
6. Upgrading bus shelters, including along East Seventh Street to Arcade Street;
7. Installing information kiosks, including along East Seventh Street to Arcade Street; and
8. Installing lighting at bus stops along East Seventh Street to Arcade Street;

and

B. Prepare and submit to STATE monthly financial and program status reports and a final program report.

Further details of Riverview Corridor Bus Facility Improvements are provided in Exhibit I, which is attached and incorporated into this Grant Contract.

CONSIDERATION AND TERMS OF PAYMENT

A. STATE shall pass through to GRANTEE an amount not to exceed \$1,875,000.00.

B. Payment will be made by STATE promptly after GRANTEE's presentation of invoices for services performed and acceptance of such services by STATE's Authorized Agent pursuant to Article V. Invoices shall be submitted with the following information: the Mn/DOT Agreement Number; a sequential invoice number; the billing address, if different from the business address; a description and supporting documentation of the work performed, the total request for funds, and an original signature by GRANTEE's Authorized Agent. Reimbursement shall be made by STATE not to exceed each invoiced amount within 30 days after GRANTEE presents STATE with invoices for eligible costs incurred under the scope of this Grant Contract.

IV. CONDITIONS OF PAYMENT. All services provided by GRANTEE pursuant to this grant shall be performed to the satisfaction of STATE, as determined at the sole discretion of STATE's Authorized Agent, and in accordance with all applicable federal and state laws. If GRANTEE, its contractors, or subcontractors submit work which is not acceptable to STATE, STATE shall state with particularity in what respect the work submitted is unacceptable, and GRANTEE, its contractors, and subcontractors shall be given a reasonable opportunity to correct any objections noted by STATE. If, after reasonable corrective efforts by GRANTEE, STATE remains unsatisfied with the work, or concludes that the work was performed in violation of federal or state law, GRANTEE shall not receive payment for such work.

V. AUTHORIZED AGENTS. STATE's Authorized Agent for the purposes of administration of this Grant

Contract is Judith Ellison, Planning Director, Office of Transit, Department of Transportation, Mail Stop 430, 395 John Ireland Boulevard, St. Paul, Minnesota 55155-1899, (651) 296- 1376, or her successor. Such agent shall have final authority for acceptance of GRANTEE's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Article III. GRANTEE's Authorized Agent for the purposes of administration of the grant is Kathryn DeSpiegelaere, Director, Ramsey County Regional Railroad Authority, 50 West Kellogg Boulevard, Suite 665 RCGC -West, St. Paul, Minnesota 55102, (651) 266-2762, or her successor. GRANTEE's Authorized Agent shall have full authority to represent GRANTEE in its fulfillment of the terms, conditions, and requirements of this Grant Contract.

- VI. ASSIGNMENT. GRANTEE shall neither assign nor transfer any rights or obligations under this Grant Contract without the prior written consent of STATE. This article shall not be construed to preclude GRANTEE's use of contractors or subcontractors to complete the tasks described in Article II of this Grant Contract.
- VII. AMENDMENTS. Any amendments to this Grant Contract shall be in writing, and shall be executed by the same parties who executed the original Grant Contract, or their successors in office.
- VIII. LIABILITY. Each party shall be responsible for its own acts and omissions, the act and omissions of its employees, and the results thereof to the extent authorized by law. The parties shall not be responsible for the acts of any others and the results thereof. The liability of STATE shall be governed by the provisions of Minnesota Statutes Section 3.736 and other applicable law. The liability of GRANTEE shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466.
- IX. STATE AUDITS. The books, records, documents, and accounting procedures and practices of GRANTEE relevant to this Grant Contract shall be subject to examination by the Minnesota Department of Transportation Auditor, the State Auditor, or the Legislative Auditor for a minimum of six years from the expiration of this Grant Contract.
- X. GOVERNMENT DATA PRACTICES ACT. GRANTEE agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by STATE in accordance with this Grant Contract and as it applies to all data created, gathered, generated, or acquired in accordance with this Grant Contract.
- XI. AFFIRMATIVE ACTION. GRANTEE agrees to comply with Minnesota Statutes Section 363.03, Subdivision 1, clause (2) to not discriminate against any employee for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age. GRANTEE also agrees to comply with the applicable requirements in Minnesota Statutes Section 363.073, Subdivision 1, paragraph (a), unless compliance with such statute would violate any federal or state statutory or constitutional provision.
- XII. USE OF SUBCONTRACTORS. GRANTEE must require all subcontractor agreements to contain all appropriate terms and conditions of this Grant Contract as they apply to the subcontractor. The use of subcontractors does not relieve GRANTEE from performing and delivering the work stated in this Grant Contract. If the GRANTEE decides to fulfill any of its obligations and duties under this Grant Contract through a subcontractor to be paid for by funds received under this Grant Contract, GRANTEE shall not execute a contract with the subcontractor or otherwise enter into a binding agreement until it has first received

approval from STATE's Authorized Agent. STATE's Authorized Agent will respond as expeditiously as possible to requests from GRANTEE for authorization to subcontract. STATE'S Authorized Agent has the authority to reject any subcontractor agreement that does not comply with the terms of this Grant Contract.

GRANTEE's payment to the subcontractor shall be made within the time limits, subject to the interest penalty payments, and subject to all other provisions of Minnesota Statutes Section 16A.1245.

- XIII. CANCELLATION. This Grant Contract may be canceled by STATE or GRANTEE at any time for nonperformance under this Grant Contract upon 30 days' written notice to the other party. In the event of such a cancellation GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

In the event STATE cannot or does not obtain funding from the Minnesota Legislature, or funding cannot be continued at a level sufficient to allow for the services and/or goods contained herein, this Grant Contract may be immediately canceled, at STATE'S option, by written notice of cancellation delivered in person, by mail, or via facsimile to GRANTEE at the address specified in this Contract. STATE will not be obligated to pay for any services and/or goods performed by CONTRACTOR after such notice of cancellation.

- XIV. PROCUREMENT. GRANTEE agrees to comply with applicable Procurement Standards in FTA Circular 4220.1D, paragraphs 7m, 8a, 8b, and 9e (issued April 15, 1996).

- XV. FEDERAL CLAUSES. GRANTEE agrees to comply with the following conditions and is responsible for compliance by any third party contractor or subrecipient at any tier for compliance with the following conditions. If federal requirements change during the term of this contract, the changed requirements will apply to the project as required.

- A. Federal Reimbursement. Federal reimbursement will be limited to the federal share of costs which are allowable under the federal cost principles contained in the Federal Acquisition Regulation, Contract Cost Principles and Procedures, 48 Code of Federal Regulations Part 31 and Office of Management and Budget Circular Number A-87, "Cost Principles for State, Local, and Indian Tribal Governments," as revised.

The Federal Transit Administration continues to provide pre-award authority to cover certain planning costs prior to grant award according to the notice in the Federal Register, Volume 63, Number 215, at page 60063, November 6, 1998.

- B. Audits. GRANTEE agrees to comply with the Single Audit Amendments of 1996, 31 United States Code Sections 7501 et seq., in accordance with Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and U.S. Department of Transportation A-133 Compliance Supplement, May 1998, pages 4-20.500-1 through 4-20.500-6, and any further revision or supplement thereto. GRANTEE agrees to obtain any other audits required by the federal government. GRANTEE also will be responsible for the timely completion of a program audit and will send an appropriate number of copies of the audit report to STATE.

- C. Data and Copyrights. In accordance with 49 Code of Federal Regulations Sections 18.34 and 19.36, GRANTEE warrants and represents that the Federal Transit Administration reserves a royalty-free,

non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the subject data or any recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Grant Contract. Except for its own use, GRANTEE may not publish or reproduce subject data in whole or in part or in any manner or form, nor may GRANTEE authorize others to do so, without the written consent of the federal government, until such time as the federal government may have either released or approved the release of such data to the public.

Except as prohibited or otherwise limited by state law, upon request by the federal government, GRANTEE agrees to indemnify, save, and hold harmless the federal government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by GRANTEE of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the project.

When applicable, the patent rights provisions of 48 Code of Federal Regulations Part 27 will apply to this Grant Contract regarding rights to inventions. Such provisions are incorporated by reference and must be incorporated in all subcontracts by reference.

- D. Lobbying. GRANTEE agrees to refrain from using federal assistance funds to support lobbying, and to comply with applicable requirements of United States DOT regulations, "New Restrictions on Lobbying," 49 Code of Federal Regulations Part 20, modified as necessary by 31 United States Code Section 1352.
- E. Records. GRANTEE shall maintain all accounting and operating records required by 49 Code of Federal Regulations Part 18, "Uniform Administrative Requirements for Grants and Cooperative Grant Contracts to State and Local Governments." All books, documents, papers, accounting records, and other evidence pertaining to costs incurred in connection with work and services performed under this Grant Contract shall be maintained at the offices of GRANTEE's representative.
- F. Debarment and Suspension. GRANTEE agrees to comply with the requirements of Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," 31 United States Code Section 6101 note, and "Government Debarment and Suspension (Nonprocurement)," 49 Code of Federal Regulations Part 29.
- G. Nondiscrimination. GRANTEE agrees to comply with the provisions and conditions of:
 1. 49 United States Code Section 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies;
 2. the Civil Rights Act of 1964, as amended, 42 United States Code Section 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," 49 Code of Federal Regulations Part 21, and any implementing requirements that the Federal Transit Administration may issue;
 3. the Age Discrimination Act of 1975, as amended, 42 United States Code Sections 6101 through 6107;

4. the Americans with Disabilities Act of 1990, as amended, 42 United States Code Section 12101 et seq. which requires the provision of accessible facilities and services;
5. the Rehabilitation Act of 1973, as amended, 29 United States Code Section 794 which prohibits discrimination on the basis of handicaps;
6. Title IX of the Education amendments of 1972, as amended, 20 United States Code Sections 1681, 1683, 1865, and 1867, which prohibit discrimination on the basis of sex, and any federal requirements that may be promulgated;
7. Federal transit law at 49 United States Code Section 5332, to not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability; and
8. GRANTEE agrees to comply with any other nondiscrimination statutes that may apply to this project.

In addition, GRANTEE agrees to comply with applicable federal implementing regulations and other implementing requirements the Federal Transit Administration may issue.

- H. Disadvantaged Business Enterprise. GRANTEE agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in this project:
1. GRANTEE agrees to comply with section 1101(b) of TEA-21, 23 United States Code Section 101 note, current U.S. DOT regulations on DBE participation in U.S. DOT financial assistance programs, at 49 Code of Federal Regulations Part 26 or another Part if re-issued, and any requirements or guidance the Federal Transit Administration may issue; and
 2. GRANTEE agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contracts or subagreement financed with federal assistance derived from the US DOT. GRANTEE agrees to take all necessary and reasonable steps under 49 Code of Federal Regulations Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

The most recent final rule, effective March 4, 1999, on Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, amending 49 Code of Federal Regulations Part 26, appears in the Federal Register, Volume 64, Number 21, at page 5096, for February 2, 1999.

- I. Environmental Requirements. GRANTEE recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this project. Some, but not all of the major federal laws that may affect this project include: the National Environmental Policy Act of 1969, as amended, 42 United States Code Sections 4421 et seq.; the Clean Air Act, as amended, 42 United States Code Sections 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 United States Code Sections 1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 United States Code Sections 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 United States Code Sections 9601 et seq. GRANTEE recognizes that the U.S. Environmental Protection Agency, the Federal Highway Administration and other agencies of the federal government have issued and in the future are expected to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the project. GRANTEE agrees to adhere to and impose upon each subrecipient and each third party contractor any such federal requirements as may be promulgated.

- J. Program Fraud and False or Fraudulent Statements. GRANTEE acknowledges that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 United States Code Sections 3801 et seq. and U.S.DOT regulations, "Program Fraud Civil Remedies," 49 Code of Federal Regulations Part 31, apply to its actions pertaining to this project.
- K. Drug-Free Workplace. GRANTEE agrees to comply with U.S. DOT regulation "Drug-Free Workplace Requirements (Grants)" 49 Code of Federal Regulations Part 29, Subpart F, as modified by 41 United States Code Section 702.

IN WITNESS WHEREOF, the parties have caused this Grant Contract to be duly executed intending to be bound hereby.

GRANTEE

STATE OF MINNESOTA

By: _____

By: _____

Title: _____

Title: Director, Office of Transit

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

GRANTEE'S SIGNATURE ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 199____,

by _____, the _____
(Name) (Title)

and _____, the _____
(Name) (Title)

of _____ and executed of their/his/her own free will intending to
(Grantee)

be bound thereby.

APPROVED AS TO FORM
AND EXECUTION.

RANDY COUNTY ATTORNEY

BY: *Daniel M. Math*

DATE: *Nov 5, 1994*

NOTARY PUBLIC

My Commission Expires: _____

Riverview Corridor Bus Facility Improvements

In order to show progress in implementing the Riverview Corridor, the Ramsey County Regional Rail Authority has requested that it be permitted to fund bus facility improvements in the corridor that are over and above Metro Transit's budget and work plan. These include new shelters and replacement of older shelters, large custom shelters in downtown St. Paul, improved lighting at bus stops and informational kiosks at bus stops. To fund these improvements, the Authority will provide up to \$1,875,000. Construction will begin in 1999, with completion in 2000. The projects to be funded are estimated to include the following, although this list is subject to change:

\$21,000	Bus shelters along West Seventh Street/Fort Road
\$196,000	Upgrade existing bus shelters along West Seventh
\$130,000	Information kiosks at transit stops along West Seventh
\$210,000	Lighting at bus stops along West Seventh
\$960,000	Shelters at downtown St. Paul locations which serve Riverview Corridor buses
\$248,000	Upgrading bus shelters, including along East Seventh Street to Arcade
\$40,000	Information kiosks, including along East Seventh Street to Arcade
\$70,000	Lighting at bus stops along East Seventh Street to Arcade
\$1,875,000	Total

Exhibit 1

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: April 13, 1999No: R99-13

WHEREAS, The Ramsey County Regional Railroad Authority is committed to improved transit services for the region; and

WHEREAS, The Riverview Transit Corridor has been identified as a location for transit improvements; and

WHEREAS, Ramsey County has received commitments of federal and state funding for improving transit in the Riverview Corridor; and

WHEREAS, Metro Transit has identified the following immediate unfunded needs for transit services in the Riverview Corridor;

\$ 21,000 Bus shelters along West Seventh/Fort Road
 \$196,000 Upgrade existing bus shelters along West Seventh
 \$130,000 Information kiosks at transit stops along West
 Seventh
 \$210,000 Lighting at bus stops along West Seventh
 \$960,000 Shelters at downtown St. Paul locations which serve
 Riverview Corridor buses

\$1,517,000 TOTAL

Now, Therefore, Be It

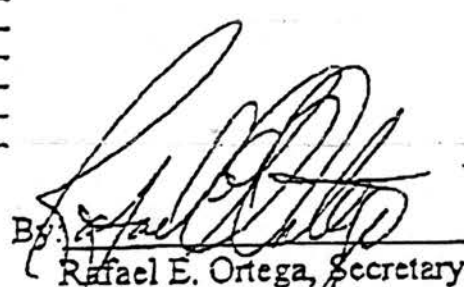
RESOLVED, That Ramsey County Regional Railroad Authority authorizes its staff to work with the Minnesota Department of Transportation to complete the application for the funding that has been committed by the state and federal governments for the transit improvements for the Riverview Corridor; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority authorizes the use of the state and federal funds in the amount of \$1,517,000 by Metro Transit for the transit improvements for the Riverview Corridor.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Tony Bennett, Chairman

By: 
 Rafael E. Ortega, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: May 4, 1999No: R99-20

(page 1 of 2)

WHEREAS, The Ramsey County Regional Railroad Authority is committed to improved transit services for the region; and

WHEREAS, The Riverview Transit Corridor has been identified as a location for transit improvements; and

WHEREAS, Ramsey County has received commitments of federal and state funding for improving transit in the Riverview Corridor; and

WHEREAS, Ramsey County Regional Railroad Authority on April 13, 1999 approved \$1,517,000 in transit improvements to be undertaken along West Seventh Street and in downtown St. Paul; and

WHEREAS, Ramsey County Regional Railroad Authority requested that additional transit improvements be identified in the portion of the Riverview Corridor that extends to the Lower East Side of St. Paul; and

WHEREAS, Metro Transit has identified the following immediate unfunded needs for transit services in the Riverview Corridor:

\$248,000 upgrading bus shelters, including along East Seventh Street to Arcade

\$ 40,000 information kiosks, including along East Seventh Street to Arcade

\$ 70,000 lighting at bus stops along East Seventh Street to Arcade

TOTAL \$358,000

Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its staff to work with the Minnesota Department of Transportation to complete the application for the funding that has been committed by the state and federal governments for transit improvements for the Riverview Corridor; and Be It Further

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: May 4, 1999No: R99-20

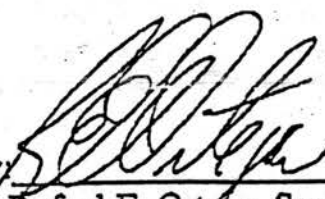
(page 2 of 2)

RESOLVED, That Ramsey County Regional Railroad Authority authorizes the use of the state and federal funds in the total amount of \$1,875,000 (\$1,517,000 approved on April 13, 1999 plus \$358,000 approved in this resolution) by Metro Transit for the transit improvements for the Riverview Corridor.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	<u>X</u>	___	___
Dino Guerin	<u>X</u>	___	___
Susan M. Haigh	<u>X</u>	___	___
Rafael E. Ortega	<u>X</u>	___	___
Victoria Reinhardt	<u>X</u>	___	___
Janice Rettman	___	___	___ (absent)
Jan Wiessner	<u>X</u>	___	___

Tony Bennett, Chairman

By 
Rafael E. Ortega, Secretary

AGREEMENT BETWEEN
THE METROPOLITAN COUNCIL AND
THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY FOR
FUNDING OF RIVERVIEW CORRIDOR TRANSIT FACILITY IMPROVEMENTS

THIS AGREEMENT is entered into between the Metropolitan Council ("the Council") and the Ramsey County Regional Railroad Authority ("the Authority").

WHEREAS, the Council is authorized to construct, operate, equip, and maintain public transit facilities in the Twin Cities metropolitan area; and

WHEREAS, the Authority has funds available for transit improvements in the Riverview Corridor, and desires to contribute these funds to the Council for construction of the improvements.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, the parties agree as follows:

I. PURPOSE OF AGREEMENT

The Riverview Corridor is located in Ramsey and Hennepin Counties. The portion in Ramsey County is in the city of Saint Paul, and includes East Seventh Street from Arcade Street to Wall Street, Downtown St. Paul including Sixth Street, and West Seventh Street to the Highway 5 Mississippi River bridge. The Authority has available funds for eligible transit improvements in the Riverview Corridor, including constructing new bus shelters and replacing older bus shelters, constructing large custom shelters/transit stations in downtown Saint Paul, installing improved lighting at bus stops, providing information kiosks and electronic schedule information facilities at bus stops, and constructing pedestrian waiting pads at bus stops. This agreement provides for the Authority's contribution of funds to the Council for procurement of materials, installation, and construction costs of transit improvements in the Riverview Corridor.

II. PROJECT RESPONSIBILITIES

The Council is responsible for design, procurement, installation, and construction of the transit improvement projects funded under this agreement. The Council, in consultation with the Authority, is responsible for identifying, selecting, and determining need for and priority of the projects. The Council and the Authority will mutually agree on the design, placement, and cost of the particular improvement before construction or installation of each individual improvement project begins.

Any contracts to be let or purchases to be made by the Council for the projects will conform to the requirements applicable to Council contracting and purchasing. Notwithstanding payment of funds by the Authority, the improvements, when completed, shall be and remain the Council's property. The Authority will execute any appropriate documents necessary to establish Council ownership of the improvements.

The Council is responsible for securing necessary access rights, easements, licenses, or permits for construction or regional public transit use of the improvements, where the improvements are to be installed or constructed on real property owned by persons other than the Council or the Authority.

III. PAYMENT OF PROJECT COSTS

The Council shall invoice the Authority for payment of costs of the selected transit improvement projects in accordance with billings received from the Council's contractors and vendors. The Authority will remit invoice payments to the Council within thirty (30) days of the invoice dates. Within sixty (60) days after the completion of the projects funded by this agreement, the Council shall provide to the Authority an accounting of receipts and expenditures paid under the terms of this agreement. Nothing in this agreement shall authorize the Council to expend any funds in excess of the amount paid by the Authority to the Council pursuant to this paragraph, nor shall the Authority be liable for any amounts in excess of the sum of \$1,875,000.00.

IV. PROJECT TERM

The Council will complete the Riverview Corridor transit improvements by December 31, 2000.

V. LIABILITY

With respect to the performance of services by and obligations of the parties for the Project work as required by this agreement, each party agrees that it will be responsible for its own errors, acts, omissions and the results thereof to the extent authorized by law, and shall not be responsible for the acts of the other party and the results thereof. The Council's and the Authority's liability is governed by the provisions of the Minnesota Municipal Tort Claims Act, Minnesota Statutes chapter 466. Nothing in this agreement shall constitute a waiver by the Authority or the Council of any statutory or common law limits on or exceptions to liability.

VI. GENERAL PROVISIONS

6.01 Non-Discrimination. In performing the projects under this agreement, the Council agrees to comply with all applicable laws regarding non-discrimination and affirmative action in employment, public purchasing, and public services.

6.02 Amendments. This agreement may be amended in writing, signed by authorized representatives of the parties.

6.03 Audits. The records, books, documents, and accounting procedures and practices of the Council relating to work performed pursuant to this agreement shall be subject to audit and examination by the Authority and the Legislative Auditor and State Auditor. The Council shall permit the Authority or its designee to inspect and copy all accounts, records and business documents, at any time during regular business hours as necessary to audit this agreement during the period of this agreement and for a period of six (6) years after.

6.04 MnDOT Contract Provisions. The Council will, on its own behalf, comply with the provisions of paragraphs XI, XII, XIII, and XVI of MnDOT's Agreement No. 79236 between the Minnesota Department of Transportation (MnDOT) and the Authority, a copy of which is

attached to this agreement as Exhibit A and, as to the paragraphs enumerated in this paragraph, is incorporated in this agreement. In the event the Council contracts with other parties to construct the improvements funded under this agreement, the Council shall include the requirements of paragraph XVI of MnDOT Agreement No. 79236 in any such contract with any subcontractor.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives.

Approved as to form:

Office of General Counsel

METROPOLITAN COUNCIL

By _____
James J. Solem, Regional Administrator

Date _____

Approved as to form:

Bill Markula
Office of the Ramsey County Attorney

**RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY**

By _____
Chair

Date _____

By _____
Director

Date _____

By *At C. Dattel*
Budget and Accounting

Date 11/18/99

By *Kevin G. Kaplan*
Risk Manager

Date 11-2-99

17 Feb 2

EXHIBIT A

AGREEMENT NO. 79236

**BETWEEN THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MnDOT)
AND THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY**

Mn/DOT Ofc. of Transit Fax:612-297-7252

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DRAFTSTATE OF MINNESOTA
GRANT CONTRACT

Agency: T-79	Fiscal Year:	Total Contract Amount:
MAPS Contract Number:		MAPS Order Number:

MAPS Entry - Sign and Date
(Individual signing certifies that funds have been
encumbered as required by Minn. Stat. § 16A.15.)

Mn/DOT Budget Officer

(Authorized Signature)

THIS GRANT CONTRACT, which shall be interpreted pursuant to the laws of the state of Minnesota, is between the state of Minnesota, acting through its Commissioner of Transportation (hereinafter "STATE") and the Ramsey County Regional Railroad Authority (hereinafter "GRANTEE").

WHEREAS, pursuant to Laws of Minnesota 1998, Chapter 404, Section 17, Subdivision 3, paragraph (a), the Minnesota legislature appropriated funds to STATE to be used to match federal funding for transitways in the metropolitan area; and

WHEREAS, pursuant to Laws of Minnesota 1998, Chapter 404, Section 17, Subdivision 3, paragraph (c), subparagraph (1), the Minnesota legislature provided \$3,000,000.00 for STATE to distribute as grants to GRANTEE for a major investment study, engineering, and implementation in the Riverview corridor between the east side of St. Paul and the Minneapolis-St. Paul International Airport and the Mall of America; and

WHEREAS, GRANTEE is a political subdivision and local government that is organized pursuant to Minnesota Statutes Chapter 398A and that is eligible to receive Federal Transit Administration Title 49 United States Code Section 5307 grant funds; and

WHEREAS, GRANTEE approved Resolutions R99-13 and R99-20 on April 13, 1999 and May 4, 1999, respectively, which identify unfunded transit needs in the Riverview corridor and authorize the application for state and federal funds to improve the Riverview Transit Corridor; and

WHEREAS, on behalf of GRANTEE, STATE applied to the Federal Transit Administration for \$1,500,000.00 from Title 49 United States Code Section 5307 funds to be used for the Riverview corridor; and

WHEREAS, GRANTEE seeks \$375,000.00 from STATE for a 20% match to the federal funds of \$1,500,000.00 that were approved by the Federal Transit Administration for the Riverview corridor; and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

- I. TERM OF CONTRACT. This Grant Contract shall be effective on upon such date as it is executed by the appropriate STATE and GRANTEE officials, and shall remain in effect until June 30, 2001, or until all obligations set forth in this Grant Contract have been satisfactorily fulfilled, whichever occurs first.

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II. GRANTEE'S DUTIES GRANTEE shall:

A. Continue progress in enhancing transit services in the Riverview corridor by improving bus facilities along the corridor as follows:

1. Installing bus shelters along West Seventh Street/Fort Road;
 2. Upgrading existing shelters along West Seventh Street;
 3. Installing information kiosks at transit stops along West Seventh Street;
 4. Installing lighting at bus stops along West Seventh Street;
 5. Installing bus shelters at downtown St. Paul locations which serve Riverview Corridor buses;
 6. Upgrading bus shelters, including along East Seventh Street to Arcade Street;
 7. Installing information kiosks, including along East Seventh Street to Arcade Street; and
 8. Installing lighting at bus stops along East Seventh Street to Arcade Street;
- and

B. Prepare and submit to STATE quarterly financial and program status reports and a final program report.

Further details of Riverview Corridor Bus Facility Improvements are provided in Exhibit I, which is attached and incorporated into this Grant Contract.

III. CONSIDERATION AND TERMS OF PAYMENT

A. STATE shall pass through to GRANTEE an amount not to exceed \$1,875,000.00.

B. Payment will be made by STATE promptly after GRANTEE's presentation of invoices for services performed and acceptance of such services by STATE's Authorized Agent pursuant to Article V. Invoices shall be submitted with the following information: the Mn/DOT Agreement Number; a sequential invoice number; the billing address, if different from the business address; a description and supporting documentation of the work performed, the total request for funds, and an original signature by GRANTEE's Authorized Agent. Reimbursement shall be made by STATE not to exceed each invoiced amount within 30 days after GRANTEE presents STATE with invoices for eligible costs incurred under the scope of this Grant Contract.

IV. CONDITIONS OF PAYMENT. All services provided by GRANTEE pursuant to this grant shall be performed to the satisfaction of STATE, as determined at the sole discretion of STATE's Authorized Agent, and in accordance with all applicable federal and state laws. If GRANTEE, its contractors, or subcontractors submit work which is not acceptable to STATE, STATE shall state with particularity in what respect the work submitted is unacceptable, and GRANTEE, its contractors, and subcontractors shall be given a reasonable opportunity to correct any objections noted by STATE. If, after reasonable corrective efforts by GRANTEE, STATE remains unsatisfied with the work, or concludes that the work was performed in violation of federal or state law, GRANTEE shall not receive payment for such work.

V. AUTHORIZED AGENTS. STATE's Authorized Agent for the purposes of administration of this Grant Contract is Judith Ellison, Planning Director, Office of Transit, Department of Transportation, Mail Stop 430, 395 John Ireland Boulevard, St. Paul, Minnesota 55155-1899, (651) 296- 1376, or her successor. Such agent shall have final authority for acceptance of GRANTEE's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Article III. GRANTEE's Authorized Agent for the purposes of administration of the grant is Kathryn DeSpiegelacre, Director, Ramsey County Regional

Railroad Authority, 50 West Kellogg Boulevard, suite 665 RCGC -West, St. Paul, Minnesota 55102, (651) 266-2762, or her successor. GRANTEE's Authorized Agent shall have full authority to represent GRANTEE in its fulfillment of the terms, conditions, and requirements of this Grant Contract.

- VI. ASSIGNMENT. GRANTEE shall neither assign nor transfer any rights or obligations under this Grant Contract without the prior written consent of STATE. This article shall not be construed to preclude GRANTEE's use of contractors or subcontractors to complete the tasks described in Article II of this Grant Contract.
- VII. AMENDMENTS. Any amendments to this Grant Contract shall be in writing, and shall be executed by the same parties who executed the original Grant Contract, or their successors in office.
- VIII. LIABILITY. Each party shall be responsible for its own acts and omissions, the act and omissions of its employees, and the results thereof to the extent authorized by law. The parties shall not be responsible for the acts of any others and the results thereof. The liability of STATE shall be governed by the provisions of Minnesota Statutes Section 3.736 and other applicable law. The liability of GRANTEE shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466.
- IX. STATE AUDITS. The books, records, documents, and accounting procedures and practices of GRANTEE relevant to this Grant Contract shall be subject to examination by the Minnesota Department of Transportation Auditor, the State Auditor, or the Legislative Auditor for a minimum of six years from the expiration of this Grant Contract.
- X. DATA PRACTICES, OWNERSHIP OF MATERIALS, AND INTELLECTUAL PROPERTY GRANTEE agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by STATE in accordance with this Grant Contract and as it applies to all data created, gathered, generated, or acquired in accordance with this Grant Contract.
- XI. AFFIRMATIVE ACTION. GRANTEE agrees to comply with Minnesota Statutes Section 363.03, Subdivision 1, clause (2) to not discriminate against any employee for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age. GRANTEE also agrees to comply with the applicable requirements in Minnesota Statutes Section 363.073, Subdivision 1, paragraph (a), unless compliance with such statute would violate any federal or state statutory or constitutional provision.
- XII. AMERICANS WITH DISABILITY ACT (ADA) COMPLIANCE. In fulfilling the duties and responsibilities of this Grant Contract, GRANTEE shall comply with Public Law 101-336, the Americans with Disabilities Act of 1990, 42 United States Code Section 1210 et seq. and regulations promulgated pursuant to it.
- XIII. USE OF SUBCONTRACTORS. GRANTEE must require all subcontractor agreements to contain all appropriate terms and conditions of this Grant Contract as they apply to the subcontractor. The use of subcontractors does not relieve GRANTEE from performing and delivering the work stated in this Grant Contract. If the GRANTEE decides to fulfill any of its obligations and duties under this Grant Contract through a subcontractor to be paid for by funds received under this Grant Contract, GRANTEE shall not execute a contract with the subcontractor or otherwise enter into a binding agreement until it has first received approval from STATE's Authorized Agent. STATE's Authorized Agent will respond as expeditiously as

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possible to requests from GRANTEE for authorization to subcontract. STATE'S Authorized Agent has the authority to reject any subcontractor agreement that does not comply with the terms of this Grant Contract. GRANTEE's payment to the subcontractor shall be made within the time limits, subject to the interest penalty payments, and subject to all other provisions of Minnesota Statutes Section 16A.1245.

- XIV. CANCELLATION. This Grant Contract may be canceled by STATE or GRANTEE at any time for nonperformance under this Grant Contract upon 30 days' written notice to the other party. In the event of such a cancellation GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

In the event STATE cannot or does not obtain funding from the Minnesota Legislature, or funding cannot be continued at a level sufficient to allow for the services and/or goods contained herein, this Grant Contract may be immediately canceled, at STATE'S option, by written notice of cancellation delivered in person, by mail, or via facsimile to GRANTEE at the address specified in this Contract. STATE will not be obligated to pay for any services and/or goods performed by CONTRACTOR after such notice of cancellation.

- XV. PROCUREMENT. GRANTEE agrees to comply with applicable Procurement Standards in FTA Circular 4220.1D, paragraphs 7m, 8a, 8b, and 9e (issued April 15, 1996).

- XVI. FEDERAL CLAUSES. GRANTEE agrees to comply with the following conditions and is responsible for compliance by any third party contractor or subrecipient at any tier for compliance with the following conditions. If federal requirements change during the term of this contract, the changed requirements will apply to the project as required.

- A. Federal Reimbursement. Federal reimbursement will be limited to the federal share of costs which are allowable under the federal cost principles contained in the Federal Acquisition Regulation, Contract Cost Principles and Procedures, 48 Code of Federal Regulations Part 31 and Office of Management and Budget Circular Number A-87, "Cost Principles for State, Local, and Indian Tribal Governments," as revised.

The Federal Transit Administration continues to provide pre-award authority to cover certain planning costs prior to grant award according to the notice in the Federal Register, Volume 63, Number 215, at page 60063, November 6, 1998.

- B. Audits. GRANTEE agrees to comply with the Single Audit Amendments of 1996, 31 United States Code Sections 7501 et seq., in accordance with Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and U.S. Department of Transportation A-133 Compliance Supplement, May 1998, pages 4-20.500-1 through 4-20.500-6, and any further revision or supplement thereto. GRANTEE agrees to obtain any other audits required by the federal government. GRANTEE also will be responsible for the timely completion of a program audit and will send an appropriate number of copies of the audit report to STATE.

- C. Data and Copyrights. In accordance with 49 Code of Federal Regulations Sections 18.34 and 19.36, GRANTEE warrants and represents that the Federal Transit Administration reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the subject data or any recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Grant Contract. Except for its own use, GRANTEE may not publish or reproduce subject data in whole or in part or in any manner or form, nor may GRANTEE authorize others to do so, without the written consent of the federal government, until such time as the federal government

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may have either released or approved the release of such data to the public.

Except as prohibited or otherwise limited by state law, upon request by the federal government, GRANTEE agrees to indemnify, save, and hold harmless the federal government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by GRANTEE of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the project.

When applicable, the patent rights provisions of 48 Code of Federal Regulations Part 27 will apply to this Grant Contract regarding rights to inventions. Such provisions are incorporated by reference and must be incorporated in all subcontracts by reference.

- D. Lobbying. GRANTEE agrees to refrain from using federal assistance funds to support lobbying, and to comply with applicable requirements of United States DOT regulations, "New Restrictions on Lobbying," 49 Code of Federal Regulations Part 20, modified as necessary by 31 United States Code Section 1352.
- E. Records. GRANTEE shall maintain all accounting and operating records required by 49 Code of Federal Regulations Part 18, "Uniform Administrative Requirements for Grants and Cooperative Grant Contracts to State and Local Governments." All books, documents, papers, accounting records, and other evidence pertaining to costs incurred in connection with work and services performed under this Grant Contract shall be maintained at the offices of GRANTEE's representative.
- F. Debarment and Suspension. GRANTEE agrees to comply with the requirements of Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," 31 United States Code Section 6101 note, and "Government Debarment and Suspension (Nonprocurement)," 49 Code of Federal Regulations Part 29.
- G. Nondiscrimination. GRANTEE agrees to comply with the provisions and conditions of:
1. 49 United States Code Section 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies;
 2. the Civil Rights Act of 1964, as amended, 42 United States Code Section 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," 49 Code of Federal Regulations Part 21, and any implementing requirements that the Federal Transit Administration may issue;
 3. the Age Discrimination Act of 1975, as amended, 42 United States Code Sections 6101 through 6107;
 4. the Americans with Disabilities Act of 1990, as amended, 42 United States Code Section 12101 et seq. which requires the provision of accessible facilities and services;
 5. the Rehabilitation Act of 1973, as amended, 29 United States Code Section 794 which prohibits discrimination on the basis of handicaps;
 6. Title IX of the Education amendments of 1972, as amended, 20 United States Code Sections 1681, 1683, 1865, and 1867, which prohibit discrimination on the basis of sex, and any federal requirements that may be promulgated;
 7. Federal transit law at 49 United States Code Section 5332, to not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability; and
 8. GRANTEE agrees to comply with any other nondiscrimination statutes that may apply to this project.

In addition, GRANTEE agrees to comply with applicable federal implementing regulations and other implementing requirements the Federal Transit Administration may issue.

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- H. Disadvantaged Business Enterprise. GRANTEE agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in this project:
1. GRANTEE agrees to comply with section 1101(b) of TEA-21, 23 United States Code Section 101 note, current U.S. DOT regulations on DBE participation in U.S. DOT financial assistance programs, at 49 Code of Federal Regulations Part 26 or another Part if re-issued, and any requirements or guidance the Federal Transit Administration may issue; and
 2. GRANTEE agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contracts or subagreement financed with federal assistance derived from the US DOT. GRANTEE agrees to take all necessary and reasonable steps under 49 Code of Federal Regulations Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

The most recent final rule, effective March 4, 1999, on Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, amending 49 Code of Federal Regulations Part 26, appears in the Federal Register, Volume 64, Number 21, at page 5096, for February 2, 1999.

- I. Environmental Requirements. GRANTEE recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this project. Some, but not all of the major federal laws that may affect this project include: the National Environmental Policy Act of 1969, as amended, 42 United States Code Sections 4421 et seq.; the Clean Air Act, as amended, 42 United States Code Sections 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 United States Code Sections 1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 United States Code Sections 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 United States Code Sections 9601 et seq. GRANTEE recognizes that the U.S. Environmental Protection Agency, the Federal Highway Administration and other agencies of the federal government have issued and in the future are expected to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the project. GRANTEE agrees to adhere to and impose upon each subrecipient and each third party contractor any such federal requirements as may be promulgated.
- J. Program Fraud and False or Fraudulent Statements. GRANTEE acknowledges that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 United States Code Sections 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 Code of Federal Regulations Part 31, apply to its actions pertaining to this project.
- K. Drug-Free Workplace. GRANTEE agrees to comply with U.S. DOT regulation "Drug-Free Workplace Requirements (Grants)" 49 Code of Federal Regulations Part 29, Subpart F, as modified by 41 United States Code Section 702.

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

GRANTEE

STATE OF MINNESOTA

By: _____

By: _____

Title: _____

Title: Director, Office of Transit

Date: _____

Date: _____

By: _____

Mn/DOT Office of Contract Management

Title: _____

By: _____

Date: _____

Date: _____

GRANTEE'S SIGNATURE ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 199____,

by _____, the _____
(Name) (Title)and _____, the _____
(Name) (Title)of _____ and executed of their/his/her own free will intending to
(Grantee)
be bound thereby.

NOTARY PUBLIC

My Commission Expires: _____

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

7

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Authorized Signature

Date

K. DeSpiegelaere

10/30/99

Board Action Requested

- A) Approve the Construction Agreement between RCRRA and MediaOne Corporation to install co-axial cable across the RCRRA right of way at Maryland Avenue;
- B) Authorize the Chair 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. Construction Agreement and Permit

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

November 16, 1999

Board Date

Kristine A. Longhenry
Signature

11-2-99

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, MediaOne Corporation, has requested permission to use the right of way at Maryland Avenue in St. Paul to install a coaxial cable; and

WHEREAS, A construction agreement/permit has been negotiated to provide for the installation of the coaxial cable; and

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

RESOLVED, That the Chair of the Ramsey County Regional Railroad Authority is authorized to sign the construction agreement/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	_____	_____	_____

Tony Bennett, Chairman

By: _____
Rafael E. Ortega, Secretary

Ramsey County Regional Railroad Authority

Tony Bennett, Chair

220 Courthouse, St. Paul, Minnesota 55102 651/266-2762 / FAX 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners

From: Kathryn DeSpiegelaere, Director

Subj: Construction Agreement and Permit to install co-axial cable across RCRRA right of way at Maryland Avenue in Saint Paul, MediaOne Corporation

Date: October 26, 1999

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 August of 1999, RCRRA received a request from MediaOne Corporation, to install and operate a co-axial cable across its right of way at Maryland Avenue in Saint Paul.

The co-axial cable will be installed by trenching along the south side of Maryland Avenue and boring across Maryland Avenue and then proceeding overhead on NSP poles to the east on the north side of Maryland Avenue.

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

MediaOne 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 MediaOne Corporation for the installation of a co-axial cable across the RCRRA right-of-way at Maryland Avenue,

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

Attachments

CONSTRUCTION AGREEMENT AND PERMIT

This agreement, made this _____ day of _____, 1999, is by and between RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, a political subdivision and local government unit of Minnesota (hereinafter referred to as 'RCRRA'), and Media One Corporation, (hereinafter referred to as "Media One").

It is agreed as follows:

1. License to Use. RCRRA does hereby grant and convey unto Media One a permit for the construction, reconstruction, installation, reinstallation, surveillance, operation, maintenance, repair, and removal of an underground and aerial 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 proposed plan prepared by Media One (hereinafter referred to as "Premises"), hereto attached and made part of this permit agreement.
2. Construction may begin no sooner than the date this agreement is executed by the RCRRA and shall be completed not later than 60 days after this agreement is executed by the RCRRA.
3. Media One and/or their contractor may use the premises to perform the installation of an underground and aerial communications cable and related appurtenances (hereinafter referred to as the "Cable") beneath, and over the premises, and for the preparation of the 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. Media One 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 and Recreation of the City of St. Paul. 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 Media One 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 remedied by restoration to the

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 (651-488-7291, ext. 306) a minimum of 48 hours before construction starts.

5. Once the Cable has been installed, Media One 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. 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.
6. Media One 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 Media One or its contractor under this agreement. Neither party will be liable to the other for consequential damage.
7. Media One and its contractor shall purchase and maintain in force at all times during the term of this construction agreement and permit, the following minimum insurance coverage applicable to the premises, affiliated activities, and or this construction agreement, and to comply with all provisions noted:

A. Liability Insurance

The limits of liability required under all general and automobile liability policies shall be equal to or greater than those found in MN Stat 466. If no limits are found in Statute then such limits shall be determined by the Ramsey County Risk Manager.

Commercial General Liability Insurance (CGL)

Minimum limits:

\$1,000,000 each event limit
\$2,000,000 general aggregate
\$2,000,000 products/completed operations total limit
\$1,000,000 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 coverage 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: \$1,000,000 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 thirty (30) days written notice to both the Friends, or its 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.

- 8. Consideration. In consideration of the foregoing, and along with the promises and covenants herein contained, Media One will pay to the RCRRA the annual sum of

\$100.00 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 (5) years to reflect changes in the value of the underlying real estate.

9. Ownership. The cable and related appurtenances shall be and remain at all times the personal property of Media One 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.
10. Maintenance. All costs of maintaining and repairing the cable shall be the sole responsibility of Media One. Any installation, reinstallation, reconstruction, maintenance, repair, or removal of the communications system shall be done by Media One in accordance with written specifications to be approved in advance by RCRRA. Such approval will not be unreasonable withheld or denied. In the event of an emergency demanding immediate examination of or repairs to the communication system, Media One shall not be deemed in breach of this agreement if it take reasonable steps to provide RCRRA or any other affected parties telephonic or verbal notice prior to entry upon the premises.
11. Restoration. Media One shall be responsible, without cost to RRA, 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 soil will be revegetated as specified in Paragraph 5.

Media One 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 service for any duration. RCRRA shall advise Media One of its requirements in the scheduling of activities, repairs, maintenance, or removal of Media One's cable required under this paragraph and Media One shall comply with said requirements.
12. Relocation. In no case shall any part of the cable be located in a manner that will interfere with any facilities or operation of RCRRA, its licensees, lessees, or easement holders. At the request of RCRRA, Media One, 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 of Media One 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.

13. Termination. The permit may be terminated by either party by giving thirty (30) days notice in writing to that effect to the other party. Upon termination of this permit as to all or any portion of Media One's cable, Media One shall have ninety (90) days to remove its cable for the right of way and restore the premises to the satisfaction of RCRRA. If Media One shall so fail to do, RCRRA may remove or otherwise dispose of the cable as it sees fit at the expense of Media One, without any liability for damages.
14. Abandonment and default. If Media One abandons its use of the premises for the installation, operation, maintenance or repair of said communication system, or should Media One 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.
15. Taxes. Media One shall pay any and all taxes, special assessments, or other charges which may be levied against the premises as a result of this permit.
16. Assignment. Media One shall not transfer, assign, sell, sublet, sublicense, or otherwise convey its interest in this permit without the prior written consent of the RCRRA.
17. 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 thereof for the location of the communication system. RCRRA does not warrant its title to the premises nor undertake to defend Media One in the peaceable possession, use or enjoyment thereof.
18. 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: PNE074

And to MediaOne at:

1238 Grey Fox Road
Arden Hills, MN 55112
Attn: Permit Coordinator

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Tony Bennett
Chair

Date

Kathryn DeSpiegelaere
Kathryn DeSpiegelaere
Director

10/12/99

Date

Approved as to form and execution

David F. MacMillan 10-11-99
David F. MacMillan Date
Assistant Ramsey County Attorney

Insurance Approved:

Denise B. Kapler 10-6-99
Denise Kapler Date
Risk Management

MediaOne of Minnesota, Incorporated

Jim Leach 9-14-99

Date

ACORD. CERTIFICATE OF INSURANCEDATE (MM/DD/YY)
10/07/99

PRODUCER
MARSH RISK & INSURANCE SERVICES
THREE EMBARCADERO CENTER
POST OFFICE BOX 193680
SAN FRANCISCO, CA 94119

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

0176C -00001-XCU-

MINN

INSURED

MediaOne of Minnesota, Inc.
1238 Grey Fox Road
Arden Hills, MN 55112

COMPANY

A RELIANCE INSURANCE COMPANY

COMPANY

B RELIANCE NATIONAL INDEMNITY CO.

COMPANY

C N/A

COMPANY

D

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				GENERAL AGGREGATE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY	NGB0146604-01	04/01/99	04/01/00	PRODUCTS - COM/OP AGG \$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR	NGB0146604-02	04/01/00	04/01/01	PERSONAL & ADV INJURY \$ 1,000,000
	☒ OWNER'S & CONTRACTOR'S PROT	XCU HAZARDS INCLUDED			EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ 1,000,000
	☒ ANY AUTO	NGB0146603-01	04/01/99	04/01/00	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	NGB0146603-02	04/01/00	04/01/01	BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ UMBRELLA FORM				AGGREGATE \$
	☐ OTHER THAN UMBRELLA FORM				\$
3	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NWA0146601-01	04/01/99	04/01/00	☒ STATUTORY LIMITS \$
		NWA0146602-01	04/01/99	04/01/00	EACH ACCIDENT \$ 1,000,000
	THE PROPRIETOR/ PARTNER/SECTIVE OFFICERS ARE: ☐ INCL ☐ EXCL	NWA0146601-02	04/01/00	04/01/01	DISEASE - POLICY LIMIT \$ 1,000,000
		NWA0146602-02	04/01/00	04/01/01	DISEASE - EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE(S)/SPECIAL ITEMS

LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS AND MAY HAVE DEDUCTIBLES OR RETENTIONS.

CERTIFICATE HOLDER

RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY
ATTN: DENNIS BODIN
55 RAMSEY COUNTY GOVERNMENT CENTER-WEST
3 WEST KELLOGG BOULEVARD
T. PAUL, MN 55102

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
Joan E Spiegel

Joan E Spiegel

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

8

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Longhewy
Authorized Signature

10/30/99
Date

Board Action Requested

Ratify Quarterly Report of Payments for July 1, 1999 to September 30, 1999.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed Resolution
 2. Memorandum from J. Van Houdt, dated October 4, 1999
 3. Detail Disbursements for July 1, 1999 through September 30, 1999
 4. Appropriation Budget status as of September 30, 1999

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

November 16, 1999

Board Date

Kristine A. Longhewy
Signature

11-4-99

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, Payments have been made from the Ramsey County Regional Railroad Authority budget for the period of July 1, 1999 through September 30, 1999, and a record of these disbursements is attached; Now, Therefore, Be It

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

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

Tony Bennett, Chairman

By: _____
Rafael E. Ortega, Secretary

1



Office of Budgeting and Accounting

James Van Houdt, Director

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

Tel: 651-266-8041
Fax: 651-266-8066

MEMORANDUM

TO: Paul Kirkwold, County Manager

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

DATE: October 4, 1999

SUBJECT: Ramsey County Regional Railroad Authority
Report of Payments: July - September, 1999

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:

150101 Regional Railroad Authority Administration	\$65,395.97
150106 Northeast Corridor Maintenance	3,500.40
150107 Northeast Corridor - Beam to North Co. Line	1,537.90
150110 Riverview Corridor MIS	<u>298,356.10</u>
	<u>\$368,790.37</u>

We are attaching the following reports:

- A. Detail Disbursements for the period July through September, 1999.
- B. Appropriation Budget Status as of September 30, 1999.

JVH:TCO:tco
Attachments

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

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT
For Accounting Date 7/1/99 through 9/30/99

Budget Year	Fund	Organization
1998	12501	150101 Ramsey Co Reg Rail Auth-RCRRA

Account	Journal ID	Journal Date	Journal/Expense Amount	Bus. Unit	Voucher ID	P.O. Nbr	Check Nbr	Check Date	Vendor ID	Vendor Name
421603	AP00077932	7/19/99	95.64	RRA	00000235		0000067418	7/28/99	0000102521	St Paul City Of Fin Treas Div
Total Account		421603	95.64	Printing & Stationery						
Total Organization		150101	95.64	Ramsey Co Reg Rail Auth-RCRRA						

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DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT
For Accounting Date 7/ 1/99 through 9/30/99

Budget Year	Fund	Organization
1998	12501	150107 RCRRA NE Corr Beam To N Co Ln

Account	Journal ID	Journal Date	Journal/Expense Amount	Bus. Unit	Voucher ID	P.O. Nbr	Check Nbr	Check Date	Vendor ID	Vendor Name
421511	AP00091350	8/19/99	345.80	RRA	00000294		00001094	9/20/99	0000100162	Public Works
421511		9/23/99	1,192.10	RRA	00000329				0000018400	Ramsey County Prop Rec & Rev
Total Account		421511	1,537.90	Co Project Management Srvs						
Total Organization		150107	1,537.90	RCRRA NE Corr Beam To N Co Ln						

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT
For Accounting Date 7/ 1/99 through 9/30/99

Budget Year	Fund	Organization
1998	12501	150110 Riverview MIS

Account	Journal ID	Journal Date	Journal/Expense Amount	Bus. Unit	Voucher ID	P.O. Nbr	Check Nbr	Check Date	Vendor ID	Vendor Name
421501	AP00091349	8/17/99	68,686.89	RRA	00000285	0000000006	0000084030	9/20/99	0000100427	Parsons Brinckerhoff Quade & D
421501	AP00080769	7/27/99	63,656.56	RRA	00000270	0000000006	0000071620	8/11/99	0000100427	Parsons Brinckerhoff Quade & D
421501	AP00077932	7/19/99	1,275.00	RRA	00000236	0000000011	0000067426	7/28/99	0000030757	Stevens, Ken
421501	AP00077932	7/19/99	5,835.00	RRA	00000242	0000000017	0000067244	7/28/99	0000031693	Davis Communications
421501	AP00077932	7/19/99	32,545.58	RRA	00000245	0000000006	0000067371	7/28/99	0000100427	Parsons Brinckerhoff Quade & D
421501	AP00077932	7/19/99	108,496.63	RRA	00000244	0000000006	0000067371	7/28/99	0000100427	Parsons Brinckerhoff Quade & D
Total Account		421501	280,495.66	Consulting Services						
421511	AP00091349	8/17/99	400.00	RRA	00000283		0000083979	9/20/99	0000030760	Jeane Thorne Inc
421511	AP00091350	8/19/99	345.80	RRA	00000293		00001094	9/20/99	0000100162	Public Works
421511	AP00091350	8/19/99	335.84	RRA	00000291		00001094	9/20/99	0000100162	Public Works
421511	AP00091350	8/19/99	1,173.80	RRA	00000289		00001094	9/20/99	0000100162	Public Works
421511	AP00081149	7/27/99	335.84	RRA	00000258		00000952	8/13/99	0000100162	Public Works
421511	AP00081149	7/27/99	855.40	RRA	00000263		00000952	8/13/99	0000100162	Public Works
421511	AP00081149	7/27/99	3,521.40	RRA	00000262		00000952	8/13/99	0000100162	Public Works
421511	AP00080770	8/ 2/99	302.72	RRA	00000274		0000071567	8/11/99	0000030760	Jeane Thorne Inc
421511	AP00078140	7/19/99	128.79	RRA	00000246		00000878	7/30/99	0000100162	Public Works
421511	AP00078140	7/19/99	1,092.00	RRA	00000249		00000878	7/30/99	0000100162	Public Works
421511	AP00078140	7/19/99	167.92	RRA	00000251		00000878	7/30/99	0000100162	Public Works
421511	AP00078140	7/19/99	2,288.91	RRA	00000248		00000878	7/30/99	0000100162	Public Works
421511		9/23/99	291.20	RRA	00000327				0000018400	Ramsey County Prop Rec & Rev
421511		9/23/99	1,000.00	RRA	00000332				0000030760	Jeane Thorne Inc
421511		9/23/99	3,257.30	RRA	00000330				0000018400	Ramsey County Prop Rec & Rev
Total Account		421511	15,496.92	Co Project Management Svcs						

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT
For Accounting Date 7/1/99 through 9/30/99

Budget Year	Fund	Organization
1998	12501	150110 Riverview MIS

Account	Journal ID	Journal Date	Journal/Expense Amount	Bus. Unit	Voucher ID	P.O. Nbr	Check Nbr	Check Date	Vendor ID	Vendor Name
421603	AP00077932	7/19/99	85.00	RRA	00000235		0000067418	7/28/99	0000102521	St Paul City Of Fin Treas Div
421603	AP00074052	7/1/99	834.09	RRA	00000227		0000061112	7/14/99	0000100794	City Of St Paul
421603		9/23/99	38.52	RRA	00000334				0000001770	St Paul, City Of
Total Account		421603	957.61	Printing & Stationery						
421701	AP00091349	8/17/99	20.00	RRA	00000276		00001116	9/20/99	0000100163	Comm Human Serv-Presort Mail
421701	AP00091349	8/17/99	20.00	RRA	00000277		00001116	9/20/99	0000100163	Comm Human Serv-Presort Mail
421701	AP00073432	7/1/99	167.64	RRA	00000229		00000821	7/9/99	0000100163	Comm Human Serv-Presort Mail
421701		9/23/99	300.00	RRA	00000324				0000100727	Ramsey County Comm Human Ser
Total Account		421701	507.64	Postage						
424306	AP00077932	7/19/99	50.00	RRA	00000234		0000067345	7/28/99	0000031023	Mn Historical Society History
424306	AP00077932	7/19/99	101.50	RRA	00000239		0000067337	7/28/99	0000102830	Met State University-Cashier
424306	AP00074052	7/1/99	160.00	RRA	00000231		0000061137	7/14/99	0000104488	Aramark #1159
424306	AP00074052	7/1/99	271.34	RRA	00000224		0000061157	7/14/99	0000031036	Campion Catering
424306	AP00074052	7/1/99	315.43	RRA	00000223		0000061156	7/14/99	0000031668	Cafe Minnesota
Total Account		424306	898.27	Ced Meeting Expenses Account						
Total Organization		150110	298,356.10	Riverview MIS						
Total Fund		12501	299,989.64	Ramsey Co Regional Rail Auth						
Total Budget Year		1998	299,989.64							

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT
For Accounting Date 7/ 1/99 through 9/30/99

Budget Year	Fund	Organization
1999	12501	150101 Ramsey Co Reg Rail Auth-RCRRA

Account	Journal ID	Journal Date	Journal/Expense Amount	Bus. Unit	Voucher ID	P.O. Nbr	Check Nbr	Check Date	Vendor ID	Vendor Name
421102	AP00091349	8/17/99	1,170.50	RRA	00000284		0000084013	9/20/99	0000002135	Minnesota State
Total Account		421102	1,170.50	State Auditor						
421208	AP00073432	7/ 1/99	549.51	RRA	00000230		00000813	7/ 9/99	0000100153	County Attorney
Total Account		421208	549.51	County Attorney Services						
421402	AP00091350	8/19/99	92.59	RRA	00000295		00001110	9/20/99	0000100168	Information Services
421402	AP00081149	7/27/99	119.74	RRA	00000265		00000960	8/13/99	0000100168	Information Services
421402		9/23/99	99.96	RRA	00000325				0000018400	Ramsey County Prop Rec & Rev
Total Account		421402	312.29	Data Proc Srv-Mtce						
421501	AP00091350	8/19/99	639.48	RRA	00000304	0000000010	0000084042	9/20/99	0000031686	Richardson Richter & Assoc
421501	AP00091350	8/19/99	4,781.98	RRA	00000303	0000000008	0000083940	9/20/99	0000031693	Davis Communications
421501	AP00080770	8/2/99	192.50	RRA	00000273		0000071643	8/11/99	0000031686	Richardson Richter & Assoc
421501	AP00077932	7/19/99	750.00	RRA	00000236	0000000011	0000067426	7/28/99	0000030757	Stevens,Ken
421501	AP00077932	7/19/99	860.85	RRA	00000237	0000000010	0000067395	7/28/99	0000031686	Richardson Richter & Assoc
421501		9/23/99	3,860.00	RRA	00000336	0000000008			0000031693	Davis Communications
Total Account		421501	11,084.81	Consulting Services						
421506	AP00091355	9/15/99	2,083.00	RRA	00000323	0000000015	0000083994	9/20/99	0000020305	Lockridge,Grindal Nauen
421506	AP00081149	7/27/99	1,858.00	RRA	00000268	0000000015	0000072278	8/13/99	0000020305	Lockridge,Grindal Nauen
421506	AP00080769	7/27/99	225.00	RRA	00000267	0000000015	0000071586	8/11/99	0000020305	Lockridge,Grindal Nauen
421506		9/23/99	675.00	RRA	00000337	0000000015			0000020305	Lockridge,Grindal Nauen
421506		9/23/99	3,491.00	RRA	00000338	0000000015			0000020305	Lockridge,Grindal Nauen
Total Account		421506	8,332.00	Legislative Representative						

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT
For Accounting Date 7/1/99 through 9/30/99

Budget Year	Fund	Organization
1999	12501	150101 Ramsey Co Reg Rail Auth-RCRRA

Account	Journal ID	Journal Date	Journal/Expense Amount	Bus. Unit	Voucher ID	P.O. Nbr	Check Nbr	Check Date	Vendor ID	Vendor Name
421511	AP00091349	8/17/99	810.88	RRA	00000283		0000083979	9/20/99	0000030760	Jeane Thorne Inc
421511	AP00091350	8/19/99	1,406.33	RRA	00000292		00001094	9/20/99	0000100162	Public Works
421511	AP00091352	9/7/99	605.44	RRA	00000309		0000083979	9/20/99	0000030760	Jeane Thorne Inc
421511	AP00091350	8/19/99	4,665.86	RRA	00000290		00001094	9/20/99	0000100162	Public Works
421511	AP00081149	7/27/99	72.80	RRA	00000260		00000952	8/13/99	0000100162	Public Works
421511	AP00081149	7/27/99	3,873.54	RRA	00000261		00000952	8/13/99	0000100162	Public Works
421511	AP00081149	7/27/99	1,374.85	RRA	00000264		00000952	8/13/99	0000100162	Public Works
421511	AP00080769	7/27/99	567.60	RRA	00000269		0000071567	8/11/99	0000030760	Jeane Thorne Inc
421511	AP00080770	8/2/99	302.72	RRA	00000274		0000071567	8/11/99	0000030760	Jeane Thorne Inc
421511	AP00078140	7/19/99	6,573.28	RRA	00000247		00000878	7/30/99	0000100162	Public Works
421511	AP00073432	7/1/99	1,511.28	RRA	00000232		00000816	7/9/99	0000100162	Public Works
421511		9/23/99	72.80	RRA	00000326				0000018400	Ramsey County Prop Rec & Rev
421511		9/23/99	560.90	RRA	00000332				0000030760	Jeane Thorne Inc
421511		9/23/99	5,810.31	RRA	00000328				0000018400	Ramsey County Prop Rec & Rev
Total Account	421511		28,208.59	Co Project Management Svcs						
421603	AP00091353	9/8/99	172.00	RRA	00000319		0000083988	9/20/99	0000105770	Keystone Productions Inc
421603	AP00077932	7/19/99	3.62	RRA	00000240		0000067418	7/28/99	0000102521	St Paul City Of Fin Treas Div
421603	AP00074052	7/1/99	29.68	RRA	00000227		0000061112	7/14/99	0000100794	City Of St Paul
421603		9/23/99	345.53	RRA	00000335				0000001770	St Paul, City Of
Total Account	421603		550.83	Printing & Stationery						
421701	AP00091349	8/17/99	7.88	RRA	00000278		00001103	9/20/99	0000100171	Telecommunications
421701	AP00091349	8/17/99	71.08	RRA	00000277		00001116	9/20/99	0000100163	Comm Human Serv-Presort Mail
421701	AP00091349	8/17/99	32.20	RRA	00000276		00001116	9/20/99	0000100163	Comm Human Serv-Presort Mail
421701	AP00073432	7/1/99	52.02	RRA	00000229		00000821	7/9/99	0000100163	Comm Human Serv-Presort Mail
421701		9/23/99	40.29	RRA	00000324				0000100727	Ramsey County Comm Human Ser
Total Account	421701		203.47	Postage						
421706	AP00078140	7/19/99	12.98	RRA	00000252		00000892	7/30/99	0000100171	Telecommunications
Total Account	421706		12.98	Telephone Long Dist Charges						

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT
For Accounting Date 7/ 1/99 through 9/30/99

Budget Year	Fund	Organization
1999	12501	150101 Ramsey Co Reg Rail Auth-RCRRA

Account	Journal ID	Journal Date	Journal/Expense Amount	Bus. Unit	Voucher ID	P.O. Nbr	Check Nbr	Check Date	Vendor ID	Vendor Name
421707		9/23/99	135.65	RRA	00000331				0000018400	Ramsey County Prop Rec & Rev
Total Account	421707		135.65	Telephone-Local Service						
421710	AP00091349	8/17/99	152.47	RRA	00000282		0000084087	9/20/99	0000009961	Airtouch Cellular
421710	AP00091353	9/ 8/99	63.54	RRA	00000315		0000084087	9/20/99	0000009961	Airtouch Cellular
421710	AP00077932	7/19/99	119.91	RRA	00000233		0000067470	7/28/99	0000009961	Airtouch Cellular
Total Account	421710		335.92	Telephone-Cellular Service						
422402	AP00080189	8/ 2/99	3,165.50	RRA	00000271		00000923	8/ 6/99	0000100170	Property Management West
Total Account	422402		3,165.50	Buildings & Office Space						
422403	AP00091351	8/24/99	73.95	RRA	00000308		0000083975	9/20/99	0000020084	Imperial Parking Inc
422403	AP00087609	8/31/99	40.00	PRMG	00000205		0000079516	9/ 8/99	0000018400	Ramsey County Prop Rec & Rev
422403	AP00080741	8/ 2/99	40.00	PRMG	00000189		0000071634	8/11/99	0000018400	Ramsey County Prop Rec & Rev
422403	AP00080769	7/27/99	35.74	RRA	00000266		0000071716	8/11/99	0000020084	Imperial Parking Inc
422403	AP00074432	7/ 7/99	40.00	PRMG	00000178		0000062507	7/16/99	0000018400	Ramsey County Prop Rec & Rev
422403	AP00074052	7/ 1/99	37.45	RRA	00000225		0000061231	7/14/99	0000020084	Imperial Parking Inc
Total Account	422403		267.14	Parking Space						
422601	AP00079973	7/19/99	442.84	RRA	00000238		0000069310	8/ 4/99	0000023226	Ikon Office Solutions
Total Account	422601		442.84	Equipment & Machinery Repairs						
424302	AP00091349	8/17/99	50.00	RRA	00000279		0000082801	9/17/99	0000030750	Citizens League
424302	AP00091351	8/24/99	40.00	RRA	00000305		0000082912	9/17/99	0000029136	Mn Transportation Alliance
Total Account	424302		90.00	Membership & Dues						

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DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT
For Accounting Date 7/ 1/99 through 9/30/99

Budget Year	Fund	Organization
1999	12501	150101 Ramsey Co Reg Rail Auth-RCRRA

Account	Journal ID	Journal Date	Journal/Expense Amount	Bus. Unit	Voucher ID	P.O. Nbr	Check Nbr	Check Date	Vendor ID	Vendor Name
424303	AP00091574	9/13/99	380.00	COMGR	00000748		0000083882	9/20/99	0000027902	Ortega,Rafael
424303	AP00091351	8/24/99	325.00	RRA	00000306		0000082946	9/17/99	0000030756	Rail-Volution
424303	AP00091574	9/13/99	1,200.00	COMGR	00000749		0000082744	9/17/99	0000023367	Rettman,Janice
424303	AP00091575	9/14/99	300.00	COMGR	00000761		0000082731	9/17/99	0000030722	Bennett,Tony
424303	AP00091575	9/14/99	400.00	COMGR	00000762		0000082736	9/17/99	0000030724	Haigh,Susan
424303	AP00091574	9/13/99	130.00	COMGR	00000747		0000083048	9/17/99	0000111524	Minn Public Transit Association
424303	AP00088684	9/ 8/99	112.00	COMGR	00000728		0000081694	9/15/99	0000030722	Bennett,Tony
424303	AP00088685	9/ 9/99	580.00	COMGR	00000742		0000081740	9/15/99	0000030726	Wiessner,Jan
424303	AP00088749	9/ 7/99	130.00	RRA	00000313		0000081723	9/15/99	0000002135	Minnesota State
424303	AP00088686	9/10/99	325.00	COMGR	00000743		0000081863	9/15/99	0000030756	Rail-Volution
424303	AP00087586	8/31/99	1,254.46	COMGR	00000710		0000079441	9/ 8/99	0000111155	Mckasy Travel Service Inc
424303	AP00084688	8/24/99	325.00	COMGR	00000699		0000077054	8/27/99	0000030756	Rail-Volution
424303	AP00083738	8/13/99	550.00	COMGR	00000673		0000074703	8/20/99	0000110530	Transportation Management Org
424303	AP00077932	7/19/99	325.00	RRA	00000254		0000067488	7/28/99	0000030756	Rail-Volution
424303	AP00077595	7/19/99	27.32	RRA	00000255		0000066224	7/26/99	0000030727	Lindeke,Terry
424303	AP00077595	7/19/99	70.72	RRA	00000256		0000066132	7/26/99	0000030747	Despiegelaere,Kathryn
424303	AP00077595	7/19/99	1,136.00	RRA	00000257		0000066315	7/26/99	0000106804	Rosenbluth International
424303	AP00077595	7/19/99	248.00	RRA	00000253		0000066359	7/26/99	0000075700	Travel Assoc Of Carriage Hill
424303	AP00073768	7/ 1/99	113.96	RRA	00000222		0000060466	7/12/99	0000030724	Haigh,Susan
424303	AP00073768	7/ 1/99	128.00	RRA	00000228		0000060469	7/12/99	0000027902	Ortega,Rafael
424303		9/ 7/99	495.00	RRA	00000314				0000030747	Despiegelaere,Kathryn
424303		9/28/99	699.00	COMGR	00000769				0000075700	Travel Assoc Of Carriage Hill
Total Account	424303		9,254.46	Conference & Seminar						
424306	AP00091349	8/17/99	10.13	RRA	00000281		0000084303	9/22/99	0000030747	Despiegelaere,Kathryn
424306	AP00091349	8/17/99	22.00	RRA	00000280		0000083943	9/20/99	0000030747	Despiegelaere,Kathryn
424306	AP00091352	9/ 7/99	20.00	RRA	00000312		0000083943	9/20/99	0000030747	Despiegelaere,Kathryn
424306	AP00091352	9/ 7/99	29.31	RRA	00000311		0000083943	9/20/99	0000030747	Despiegelaere,Kathryn
424306	AP00091354	9/10/99	54.00	RRA	00000322		0000082818	9/17/99	0000030747	Despiegelaere,Kathryn
Total Account	424306		135.44	Ced Meeting Expenses Account						

Budget Year	Fund	Organization
1999	12501	150101 Ramsey Co Reg Rail Auth-RCRRA

Account	Journal ID	Journal Date	Journal/Expense Amount	Bus. Unit	Voucher ID	P.O. Nbr	Check Nbr	Check Date	Vendor ID	Vendor Name
424501	AP00091350	8/19/99	16.74	RRA	00000302		0000083924	9/20/99	0000030748	Bodin,Dennis
424501	AP00091350	8/19/99	34.72	RRA	00000300		0000083924	9/20/99	0000030748	Bodin,Dennis
424501	AP00091353	9/ 8/99	34.72	RRA	00000316		0000083924	9/20/99	0000030748	Bodin,Dennis
424501	AP00091353	9/ 8/99	105.71	RRA	00000318		0000083943	9/20/99	0000030747	Despiegelaere,Kathryn
424501	AP00091353	9/ 8/99	105.02	RRA	00000317		0000083943	9/20/99	0000030747	Despiegelaere,Kathryn
424501	AP00091350	8/19/99	49.60	RRA	00000301		0000083924	9/20/99	0000030748	Bodin,Dennis
424501	AP00091350	8/19/99	27.63	RRA	00000296		0000083924	9/20/99	0000030748	Bodin,Dennis
424501	AP00091350	8/19/99	20.80	RRA	00000297		0000083924	9/20/99	0000030748	Bodin,Dennis
424501	AP00091350	8/19/99	20.80	RRA	00000298		0000083924	9/20/99	0000030748	Bodin,Dennis
424501	AP00091350	8/19/99	22.43	RRA	00000299		0000083924	9/20/99	0000030748	Bodin,Dennis
424501	AP00080770	8/ 2/99	119.25	RRA	00000272		0000071412	8/11/99	0000030747	Despiegelaere,Kathryn
Total Account	424501		557.42	Mileage/Parking						
424507	AP00091349	8/17/99	28.55	RRA	00000286		0000084043	9/20/99	0000007157	Roadrunner Transportation Inc
424507	AP00091352	9/ 7/99	14.40	RRA	00000310		0000084043	9/20/99	0000007157	Roadrunner Transportation Inc
424507	AP00091353	9/ 8/99	14.70	RRA	00000320		0000084043	9/20/99	0000007157	Roadrunner Transportation Inc
424507	AP00091354	9/10/99	36.75	RRA	00000321		0000082953	9/17/99	0000007157	Roadrunner Transportation Inc
424507	AP00077932	7/19/99	14.70	RRA	00000241		0000067397	7/28/99	0000007157	Roadrunner Transportation Inc
424507	AP00074052	7/ 1/99	31.40	RRA	00000226		0000061330	7/14/99	0000007157	Roadrunner Transportation Inc
Total Account	424507		140.50	Messenger Service						
431101	AP00091349	8/17/99	10.85	RRA	00000287		0000084070	9/20/99	0000011836	Us Office Products
431101	AP00080770	8/ 2/99	135.79	RRA	00000275		0000071687	8/11/99	0000011836	Us Office Products
431101	AP00077932	7/19/99	58.80	RRA	00000243		0000067418	7/28/99	0000102521	St Paul City Of Fin Treas Div
431101	AP00074052	7/ 1/99	66.74	RRA	00000227		0000061112	7/14/99	0000100794	City Of St Paul
431101		9/23/99	20.00	RRA	00000334				0000001770	St Paul,City Of
431101		9/23/99	58.30	RRA	00000333				0000011836	Us Office Products
Total Account	431101		350.48	Office Supplies						
Total Organization	150101		65,300.33	Ramsey Co Reg Rail Auth-RCRRA						

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT
For Accounting Date 7/1/99 through 9/30/99

Budget Year	Fund	Organization
1999	12501	150106 RCRRRA Northeast Corridor Maint

Account	Journal ID	Journal Date	Journal/Expense Amount	Bus. Unit	Voucher ID	P.O. Nbr	Check Nbr	Check Date	Vendor ID	Vendor Name
421511	AP00081149	7/27/99	1,692.60	RRA	00000259		00000952	8/13/99	0000100162	Public Works
421511	AP00078140	7/19/99	982.80	RRA	00000250		00000878	7/30/99	0000100162	Public Works
Total Account		421511	2,675.40	Co Project Management Svcs						
422801	AP00091349	8/17/99	825.00	RRA	00000288		0000084075	9/20/99	0000015417	Warning Lites Of Mn
Total Account		422801	825.00	Grounds-Repairs						
Total Organization		150106	3,500.40	RCRRRA Northeast Corridor Maint						
Total Fund		12501	68,800.73	Ramsey Co Regional Rail Auth						
Total Budget Year		1999	68,800.73							
Grand Total, full report			368,790.37							



Report ID: RMGL5_2A

Ramsey County ASPEN
APPROPRIATION STATUSPage No. 1
Run Date 01.Oct.1999
Run Time 7:58:44 AM

Business Unit: RC Fund: 12501 Ramsey Co Regional Rail Auth

Budget Year: 1998

% of Year Elapsed = 75.07

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150101	All Programs 00000	Other Services & Charges 420000	72,223.46	0.00	4,188.59	53,958.75	74.71	14,076.12
150101	All Programs 00000	Supplies 430000	64.80	0.00	0.00	64.80	100.00	0.00
150101	All Programs 00000	Capital Outlay 440000	800.00	0.00	0.00	0.00	0.00	800.00
150101	All Programs 00000	Intergovernmental Payments 490000	0.00	0.00	0.00	0.00	0.00	0.00
Total for Organization: 150101 Ramsey Co Reg Rail Auth-RCRRA			73,088.26	0.00	4,188.59	54,023.55	73.92	14,876.12
150103	All Programs 00000	Other Services & Charges 420000	496,225.40	0.00	0.00	0.00	0.00	496,225.40
Total for Organization: 150103 RCRRA Phase II PE Midway Corr			496,225.40	0.00	0.00	0.00	0.00	496,225.40
150106	All Programs 00000	Other Services & Charges 420000	2,495.40	0.00	0.00	2,495.40	100.00	0.00
150106	All Programs 00000	Supplies 430000	150.00	0.00	0.00	150.00	100.00	0.00
Total for Organization: 150106 RCRRA Northeast Corridor Maint			2,645.40	0.00	0.00	2,645.40	100.00	0.00
150107	All Programs 00000	Other Services & Charges 420000	47,218.23	0.00	0.00	1,619.80	3.43	45,598.43

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Rep: RMGL5_2A

Ramsay County AS
APPROPRIATION STATUSPage No. 2
Run Date 01.Oct.1999
Run Time 7:58:44 AM

Business Unit: RC Fund: 12501 Ramsey Co Regional Rail Auth

Budget Year: 1998

% of Year Elapsed = 75.07

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150107	All Programs 00000	Supplies 430000	13,253.75	0.00	0.00	0.00	0.00	13,253.75
150107	All Programs 00000	Capital Outlay 440000	2,000,000.00	0.00	0.00	0.00	0.00	2,000,000.00
Total for Organization: 150107 RCRRA NE Corr Beam To N Co Ln			2,060,471.98	0.00	0.00	1,619.80	0.08	2,058,852.18
150109	All Programs 00000	Other Services & Charges 420000	32,500.00	0.00	0.00	32,500.00	100.00	0.00
Total for Organization: 150109 Phalen Berm Agreement			32,500.00	0.00	0.00	32,500.00	100.00	0.00
150110	All Programs 00000	Other Services & Charges 420000	1,432,317.92	0.00	886,372.80	402,801.59	28.12	143,143.53
Total for Organization: 150110 Riverview MIS			1,432,317.92	0.00	886,372.80	402,801.59	28.12	143,143.53
Total for Fund: 12501			4,097,248.96	0.00	890,561.39	493,590.34	12.05	2,713,097.23

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Report ID: RMGL5_2A

Ramsey County ASPEN
APPROPRIATION STATUSPage No. 1
Run Date 01.Oct.1999
Run Time 7:57:56 AM

Business Unit: RC Fund: 12501 Ramsey Co Regional Rail Auth

Budget Year: 1999

% of Year Elapsed = 75.07

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150101	All Programs 00000	Other Services & Charges 420000	383,100.00	0.00	26,272.07	252,970.55	66.03	103,857.38
150101	All Programs 00000	Supplies 430000	3,800.00	0.00	0.00	1,218.75	32.07	2,581.25
150101	All Programs 00000	Capital Outlay 440000	5,100.00	0.00	4,246.10	186.38	3.65	667.52
Total for Organization: 150101 Ramsey Co Reg Rail Auth-RCRRA			392,000.00	0.00	30,518.17	254,375.68	64.89	107,106.15
150106	All Programs 00000	Other Services & Charges 420000	43,000.00	0.00	0.00	6,666.80	15.50	36,333.20
Total for Organization: 150106 RCRRA Northeast Corridor Maint			43,000.00	0.00	0.00	6,666.80	15.50	36,333.20
Total for Fund: 12501			435,000.00	0.00	30,518.17	261,042.48	60.01	143,439.35

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

9

REGIONAL RAILROAD AUTHORITY

K. L. Longhenry
Authorized Signature

10/30/99
Date

Board Action Requested

Ratify partial payments No. 8 in the amount of \$73,574.37 and No. 9 in the amount of \$51,942.88 to Parsons Brinckerhoff Quade and Douglas, Inc. for professional consulting services for the Riverview Corridor Major Investment Study.

ACTION IS REQUESTED

Request Justification

Ramsey County Regional Railroad Authority has contracted the professional consulting services of Parsons Brinckerhoff Quade & Douglas, Inc. for the purpose of conducting the Riverview Corridor Major Investment Study. Payments in the amount of \$73,574.37 for the period ending July 16, 1999 and \$51,942.88 for the period ending August 13, 1999 will be issued upon approval by the Director of Ramsey County Regional Railroad Authority in accordance with contract provisions and Rail Authority Resolution No. R98-26. 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. 8 and No. 9
3. Parsons Brinckerhoff Quade & Douglas, Inc. Invoice Nos. 8 and 9 and attachments.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

November 16, 1999

Board Date

Kristine A. Longhenry
Signature

11-4-99

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Parsons Brinckerhoff Quade & Douglas, Inc. for the purpose of conducting the Riverview Corridor Major Investment Study; and

WHEREAS, Parsons Brinckerhoff Quade & Douglas, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through August 13, 1999; 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, Parsons Brinckerhoff Quade & Douglas, Inc. Invoice No. 8, Partial Payment No. 8, in the amount of \$73,574.37 and Invoice No. 9, Partial Payment No. 9, in the amount of \$51,942.88 attachments thereto, provide the correct documentation of payments due Parsons Brinckerhoff Quade & Douglas, Inc. through August 13, 1999; Now, Therefore Be It

RESOLVED, Payment to Parsons Brinckerhoff Quade & Douglas, Inc. in the amount of \$125,517.25 for services rendered through August 13, 1999, 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	_____	_____	_____

Tony Bennett, Chairman

By: _____
Rafael E. Ortega, Secretary



Business Unit: RRA
Voucher ID: 00000357

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 20.Oct.1999
Run Time 10:19:25 AM

Report ID: RMAP19

Voucher Header Information

Entered Dt Invoice ID Invoice Dt Vendor ID Vendor Name Origin Preparer Entry Stat Acclg Dt Post Stat Pymnt Trms
20.Oct.1999 8 25.Aug.1999 0000100427 PARSONS BRINCKERHOFF QUADF & DOUGLAS INC ONI LONGHEKRP 20 Oct 1999 11 Due Now

Pay Method: Svslem Check

Status Gross Amt Use Tax Address1 Address2 Address3 City State Zip
A \$73,574.37 \$0.00 ONE PENN PLAZA NEW YORK NY 10119

Handling Group ID Sales Tax Pckp Ord# Nbr
RF 000074 \$0.00

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099
1	ENCUMBRANCE LOAD	\$73,574.37		\$73,574.37		Y	N	Y	N

Distribution Line Information

Line #	Account	Fund	Org	Program	Approp	Client Name	BY	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150110	00000	0000000	Default Client ID	1998				\$73,574.37			N
						Riverview MIS								

Payment Comments-Check Stub

INV. 8 \$73,574.37

Voucher Comments

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

Authorization

K. H. Spiegel

Date

10/20/99

PB INV # 8

INVOICE AMOUNT	\$77,679.62
DIRECT EXPENSE NOT ALLOWED	
6/4/99, COMPUTER RENTAL (OVERHEAD)	-\$100.00
6/30/99, AIRPORT SNACK (PER AGREEMENT)	-\$2.68
SUB-CONTRACTOR ZIMMER GUNSEL	
5/31/99, NON RECEIPTED EXPENSES	-\$130.24
SUB TOTAL, INVOICE 8	\$77,446.70
5% RETAINAGE	-\$3,872.34
NET PAY, INVOICE # 8	\$73,574.37

~~1005~~
FO#6



**Parsons
Brinckerhoff**

510 First Avenue North
Suite 550
Minneapolis, MN 55401
612-371-0443
Fax: 612-371-4410

To: Ramsey County Regional Railroad Authority
Suite 665 RCGC - West
50 West Kellogg Boulevard
St. Paul, Minnesota 55102

Estimated Completion: 50.0%
Period Ending: 7/16/99
Invoice Date: 8/25/99
Invoice No.: 8
AR No. 98981

Attn: Ms. Kathy DeSpiegelaere

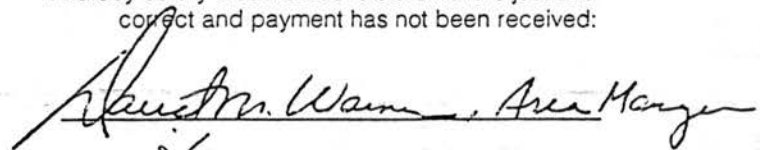
Re Riverview Major Investment Study
PB Project No. 19046M
Expiration Date: April, 2000

Project Description:

Riverview MIS

	TOTAL AGREEMENT AMOUNT	TOTAL BILLING TO DATE	AMOUNT PREVIOUSLY BILLED	BILLED THIS INVOICE
1. DIRECT SALARIES COSTS: (See Attachment "A" for breakdown)	182,351.20	118,520.58	103,939.13	14,581.45
2. OVERHEAD COSTS: Rate=157% (Direct Salary * Overhead Rate)	286,291.38	185,936.12	163,043.24	22,892.88
3. FIXED FEE (Profit): Rate=10% Fixed Fee=Rate*(D.S. costs and Overhead)	46,864.26	30,445.66	26,698.23	3,747.43
4. OTHER DIRECT COSTS: (See Attachment B)	99,428.85	37,188.19	31,958.05	5,230.14
5. SUBCONTRACTORS (s): (See Attachment C)	305,000.00	83,410.80	52,183.08	31,227.72
SUBTOTAL:	919,935.69	455,501.35	377,821.73	77,679.62
6. CONTINGENCY:	230,000.00	0.00	0.00	0.00
SUBTOTAL:	1,149,935.69	455,501.35	377,821.73	77,679.62
LESS RETAINAGE (5%)	57,496.78	22,775.07	18,891.09	3,883.98
NET EARNINGS TOTALS:	1,092,438.91	432,726.28	358,930.64	73,795.64
TOTAL AMOUNT DUE THIS INVOICE: \$73,795.64				

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



Myrna Valdez, Project Manager
Parsons Brinckerhoff Quade & Douglas, Inc.
510 First Avenue North, Suite 550
Minneapolis, Minnesota 55403

Reviewed and Recommended for Payment by RCRRA:


10/30/99
Date Approved for Payment



Riverview MIS
INVOICE #8

ATTACHMENT "A" - LABOR SUMMARY

PB PROJECT No. 19046M

PERIOD ENDING	EMPLOYEE NAME	PB CLASSIFICATION	CONTRACT CLASSIFICATION	HOURS	RATE	DOLLAR AMOUNT
2-Jul-99	Valdez	Project Manager	Project Manager	61.00	50.481	\$3,079.34
	Cohn	Sr. Planner	Planner	56.00	26.350	\$1,475.60
	Ruegg	Supv Planner	Senior Planner	27.00	37.500	\$1,012.50
	Schmidt	Assistant Engineer	Engineer	32.00	17.985	\$575.52
	Wyatt	Lead Engineer	Engineer	16.00	31.493	\$503.89
	Brown	Assistant Engineer	Engineer	31.00	16.000	\$496.00
	Jepsen	Supv Planner	Senior Planner	13.00	35.100	\$456.30
	Conrad	Lead Planner	Planner	6.00	29.360	\$176.16
	Hinnant	Sr CADD Designer	CADD/Graphics	8.00	20.045	\$160.36
	Lear	Sr Supv Engineer	Senior Engineer	3.00	46.493	\$139.48
	Minten	Project Administrator	Admin/Clerical	6.50	20.780	\$135.07
	Zimmerman	Technical Specialist	Technician	3.00	34.629	\$103.89
	Griesy	Computer Graphics	CADD/Graphics	6.00	17.000	\$102.00
	Darnell	Computer Systems	CADD/Graphics	4.00	23.079	\$92.32
	Vandenbosch	Technical Specialist	Technician	3.00	30.760	\$92.28
	Trani	Computer Graphics	CADD/Graphics	3.00	19.224	\$57.67
	Usison	Sr Supv Drafter	CADD/Graphics	2.00	28.000	\$56.00
16-Jul-99	Cohn	Sr. Planner	Planner	71.00	26.350	\$1,870.85
	Valdez	Project Manager	Project Manager	20.00	51.950	\$1,039.00
	Ruegg	Supv Planner	Senior Planner	23.00	37.500	\$862.50
	Wyatt	Lead Engineer	Engineer	18.00	31.493	\$566.87
	Seskin	Technical Manager	Senior Planner	8.00	54.087	\$432.70
	Christian	Admin Manager	Admin/Clerical	13.00	24.036	\$312.47
	Brown	Assistant Engineer	Engineer	14.00	16.000	\$224.00
	Minten	Project Administrator	Admin/Clerical	7.50	20.780	\$155.85
	Conrad	Lead Planner	Planner	4.00	30.681	\$122.72
	Schmidt	Assistant Engineer	Engineer	4.00	17.985	\$71.94
	Trani	Computer Graphics	CADD/Graphics	3.00	19.224	\$57.67
	Herman	Systems Operator	CADD/Graphics	2.00	18.749	\$37.50
	Burke	Sr Supv Drafter	CADD/Graphics	1.00	27.175	\$27.18
	Lovett	Technical Specialist	Technician	1.00	26.431	\$26.43
	Kho	Assistant Engineer	Engineer	1.50	17.000	\$25.50
	Echevarria	Secretary	Admin/Clerical	1.50	14.590	\$21.89
	Vaughn	Receptionist	Admin/Clerical	1.00	12.000	\$12.00
See attached Time Sheets				TOTALS	474.00	\$14,581.45



Riverview MIS
INVOICE #8

PB PROJECT No. 19046M

ATTACHMENT "B" - DIRECT EXPENSE SUMMARY

30-Mar-99	Louis Frey Co.	(\$46.62)
30-Mar-99	Louis Frey Co.	(\$9.89)
30-Apr-99	Louis Frey Co.	\$397.00
30-May-99	Louis Frey Co.	\$2.99
30-May-99	Louis Frey Co.	\$3.88
30-May-99	Louis Frey Co.	\$4.17
4-Jun-99	Federal Express	\$6.00
4-Jun-99	Federal Express	\$51.80
4-Jun-99	Personal Computer	\$100.00
15-Jun-99	Expense Report - S. Seskin	\$1,486.55
24-Jun-99	Federal Express	\$14.90
24-Jun-99	Procolor	\$18.46
24-Jun-99	Nash Frame Design	\$22.50
24-Jun-99	Jeane Thorne Inc.	\$627.99
24-Jun-99	Lafayette Litho	\$872.30
1-Jul-99	MCI Telecommunications	\$3.36
1-Jul-99	Federal Express	\$10.40
1-Jul-99	AAA Delivery Service	\$12.50
1-Jul-99	Federal Express	\$12.65
1-Jul-99	Federal Express	\$13.60
1-Jul-99	AAA Delivery Service	\$14.30
1-Jul-99	Federal Express	\$16.20
1-Jul-99	Federal Express	\$55.70
1-Jul-99	Nextel	\$73.44
2-Jul-99	Telephone Log	\$2.55
2-Jul-99	Telephone Log	\$59.06
6-Jul-99	Transerv Systems	\$5.75
6-Jul-99	Pioneer Press	\$525.00
13-Jul-99	Federal Express	\$7.95
13-Jul-99	Northern States Power	\$12.33
13-Jul-99	Paragon Cable	\$37.17
13-Jul-99	Court Furniture	\$103.66
13-Jul-99	US West Communications	\$177.49
13-Jul-99	Park Terrace Apartments	\$535.00

TOTAL DIRECT EXPENSES

\$5,230.14

See attached Receipts

6



Riverview MIS
INVOICE #8

PB PROJECT No. 19046M

ATTACHMENT "C" - SUBCONTRACTORS

Zimmer-Gunsul-Frasca (Inv. 0023436)	\$4,869.82
Zimmer-Gunsul-Frasca (Inv. 0023641)	\$10,960.64
Quam, Sumnicht and Associates, Inc. (Inv. 99.6)	\$12,681.17
McCormick Rankin International Inc. (Inv. 26968)	\$1,336.09
McCormick Rankin International Inc. (Inv. 27043)	\$1,380.00

TOTAL SUBCONTRACTORS	\$31,227.72
-----------------------------	--------------------

See attached Invoices

SUBCONSULTANT AND DBE SUMMARY

Firm Name	DBE	Amount This Invoice	Previously Invoiced	Total Invoiced To Date
C.J. Olson	WBE		23,116.00	23,116.00
Dyett & Bhatia	DBE		4,068.26	4,068.26
Macromedia			7,473.55	7,473.55
Maxfield			12,350.00	12,350.00
McCormick		2,716.09		2,716.09
Montoya	WBE			0.00
Quam Sumnicht		12,681.17		12,681.17
Rowekamp	WBE		3,135.27	3,135.27
Schaefer	WBE			0.00
Zimmer Gunsul		15,830.46	2,040.00	17,870.46
TOTAL		\$31,227.72	\$52,183.08	\$83,410.80

DBE PARTICIPATION GOAL AND ACHIEVEMENT

Participation	Percentage	Goal	Achievement	% of Goal Achieved to Date	% of Total to Date
DBE GOAL	11.7%	\$135,000.00	\$30,319.53	22.46%	2.64%

To: Kathy DeSpiegelaere
Ramsey County Regional Railroad Authority

BUDGET PROGRESS REPORT

From: Parsons Brinckerhoff

Riverview MIS

Billing Period 6/19/99 - 7/16/99

INVOICE #8

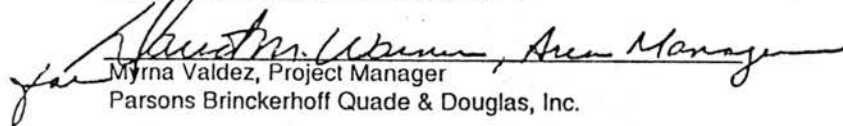
Agreement Expiration Date: April, 2000

PB PROJECT No. 19046M

Task Description	Physical % Work Completed This Period By Task	Physical % Work Completed To Date By Task	Original Task Budget	Revised Task Budget	Charges Accrued This Period	Total Charges Accrued To Date	% of Budget Used by Task	Budget Remaining by Task	Cost to Complete
1	2	3	4	5	6	7	8	9	10
1.0 Project Management & Admin	10.0%	65.0%	68,708.76	91,612.00	11,999.99	69,597.20	75.97%	22,014.80	22,014.80
2.0 Public Education & Involvement	3.0%	60.0%	217,566.14	194,663.00	3,863.63	127,840.04	65.67%	66,822.96	66,822.96
3.0 Land Use & Economic Development	15.0%	30.0%	216,456.85	196,456.85	30,579.83	62,144.32	31.63%	134,312.53	134,312.53
4.0 Transit Service Planning	1.0%	8.0%	31,822.52	31,822.52	148.84	2,579.92	8.11%	29,242.60	29,242.60
5.0 Conceptual Engineering/Cost Estimates	5.0%	40.0%	80,477.68	80,477.68	2,874.40	18,432.99	22.90%	62,044.69	62,044.69
6.0 Environmental	0.0%	15.0%	69,862.13	64,429.08	0.00	9,985.10	15.50%	54,443.98	54,443.98
7.0 Financial	0.0%	0.0%	28,317.50	28,317.50	0.00	0.00	0.00%	28,317.50	28,317.50
8.0 Definition of Alternatives	20.0%	95.0%	30,985.05	66,418.00	6,532.86	62,390.71	93.94%	4,027.29	4,027.29
9.0 Travel Forecasting	14.0%	50.0%	30,745.09	30,745.09	10,950.16	36,403.40	118.40%	-5,658.31	-5,658.31
10.0 Evaluation of Alternatives	8.0%	50.0%	21,900.88	31,900.88	4,171.52	27,611.23	86.55%	4,289.65	4,289.65
11.0 MIS Report Preparation	1.0%	15.0%	23,664.24	23,664.24	1,328.24	1,328.24	5.61%	22,336.00	22,336.00
Direct Expenses	N/A	N/A	99,428.85	79,428.85	5,230.14	37,188.19	46.82%	42,240.66	42,240.66
Totals:	N/A	N/A	\$919,935.69	\$919,935.69	\$77,679.62	\$455,501.35	49.51%	\$464,434.34	\$464,434.34

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

Approved and recommended
for payment


Myrna Valdez, Project Manager
Parsons Brinckerhoff Quade & Douglas, Inc.

RCRRA Project Manager

KRA
ID: 00000358

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date 20.Oct.1999
Run Time 10:21:05 AM

MAP19

Voucher Header Information

Pay Method: System Check

Entered Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
20.Oct.1999	9	15.Sep.1999	0000100427	PARSONS BRINCKERHOFF QUADF & DOLIGI AS INC	ONI	I ONGHEKR P		20 Oct 1999	11	Due Now
Status	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip		
A	\$51,942.88	\$0.00	ONE PENN PLAZA			NEW YORK	NY	10119		
Handling	Group ID	Sales Tax	Pckp Ord# Nbr							
RF	000074	\$0.00								

Voucher Line Information

Line #	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099
1	ENCUMBRANCE LOAD	\$51,942.88		\$51,942.88		Y	N	Y	N

Distribution Line Information

Line #	Account	Fund	Org	Program	Approp	Client Name	BY	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
1	421501	12501	150110	00000	0000000	Default Client ID	1998				\$51,942.88			N

Payment Comments-Check Stub

NV. 9 \$51,942.88

Voucher Comments

declare that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

K. K. K. K. K.

Date

10/20/99

6

PB INV # 9

INVOICE AMOUNT

\$55,044.32

7/2/99, COMPUTER RENTAL (OVERHEAD)

-\$267.75

7/16/99, COMPUTER RENTAL (OVERHEAD)

-\$20.25

7/30/99, COPIER CHARGES (OVERHEAD)

-\$79.60

SUB TOTAL

\$54,676.72

5% RETAINAGE

-\$2,733.84

NET PAY

\$51,942.88

PO#6



**Parsons
Brinckerhoff**

510 First Avenue North
Suite 550
Minneapolis, MN 55403
612-371-0443
Fax: 612-371-4410

To: Ramsey County Regional Railroad Authority
Suite 665 RCGC - West
50 West Kellogg Boulevard
St. Paul, Minnesota 55102

Estimated Completion: 50.0%
Period Ending: 8/13/99
Invoice Date: 9/15/99
Invoice No.: 9
AR No. 100326

Attn: Ms. Kathy DeSpiegelaere

Re Riverview Major Investment Study
PB Project No. 19046M
Expiration Date: April, 2000

Project Description:

Riverview MIS

	TOTAL AGREEMENT AMOUNT	TOTAL BILLING TO DATE	AMOUNT PREVIOUSLY BILLED	BILLED THIS INVOICE
1. DIRECT SALARIES COSTS: (See Attachment "A" for breakdown)	203,887.81	136,113.31	118,520.58	17,592.73
2. OVERHEAD COSTS: Rate=157% (Direct Salary * Overhead Rate)	320,103.86	213,556.71	185,936.12	27,620.59
3. FIXED FEE (Profit): Rate=10% Fixed Fee=Rate*(D.S. costs and Overhead)	52,399.17	34,966.99	30,445.66	4,521.33
4. OTHER DIRECT COSTS: (See Attachment B)	79,428.85	40,971.43	37,085.51	3,885.92
5. SUBCONTRACTORS (s): (See Attachment C)	264,116.00	84,834.55	83,410.80	1,423.75
SUBTOTAL:	919,935.69	510,442.99	455,398.67	55,044.32
6. CONTINGENCY:	230,000.00	0.00	0.00	0.00
SUBTOTAL:	1,149,935.69	510,442.99	455,398.67	55,044.32
LESS RETAINAGE (5%)	57,496.78	25,522.15	22,769.93	2,752.22
NET EARNINGS TOTALS:	1,092,438.91	484,920.84	432,628.74	52,292.10
TOTAL AMOUNT DUE THIS INVOICE:				\$52,292.10

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

Myrna Valdez, Project Manager
Parsons Brinckerhoff Quade & Douglas, Inc.
510 First Avenue North, Suite 550
Minneapolis, Minnesota 55403

Reviewed and Recommended for Payment by RCRRA:

10/20/99
Date Approved for Payment



Riverview MIS
INVOICE #9

ATTACHMENT "A" - LABOR SUMMARY

PB PROJECT No. 19046M

PERIOD ENDING	EMPLOYEE NAME	PB CLASSIFICATION	CONTRACT CLASSIFICATION	HOURS	RATE	DOLLAR AMOUNT
30-Jul-99	Valdez	Project Manager	Project Manager	32.00	51.950	\$1,662.40
	Cohn	Sr. Planner	Planner	41.00	26.350	\$1,080.35
	Ruegg	Supv Planner	Senior Planner	16.50	37.500	\$618.75
	Conrad	Lead Planner	Planner	17.00	30.681	\$521.58
	Wyatt	Lead Engineer	Engineer	14.00	31.493	\$440.90
	Moore	Sr Engineering Manager	Senior Engineer	6.00	60.480	\$362.88
	Brown	Assistant Engineer	Engineer	19.50	16.000	\$312.00
	Dowell	Lead Engineer	Engineer	4.00	30.210	\$120.84
	Lear	Sr Supv Engineer	Senior Engineer	2.00	46.493	\$92.99
	Gallagher	Technical Specialist	Technician	2.00	28.850	\$57.70
	Toth	Lead Engineer	Engineer	2.00	27.946	\$55.89
	Darnell	Computer Systems	CADD/Graphics	2.00	23.079	\$46.16
	Hinnant	Sr CADD Designer	CADD/Graphics	2.00	20.045	\$40.09
	Herman	Systems Operator	CADD/Graphics	2.00	18.749	\$37.50
13-Aug-99	Brooks	Supv Planner	Senior Planner	80.00	42.242	\$3,379.36
	Valdez	Project Manager	Project Manager	54.00	51.950	\$2,805.30
	Conrad	Lead Planner	Planner	51.00	30.681	\$1,564.73
	Cohn	Sr. Planner	Planner	47.00	26.350	\$1,238.45
	Seskin	Technical Manager	Senior Planner	20.00	54.087	\$1,081.74
	Brown	Assistant Engineer	Engineer	38.00	16.000	\$608.00
	Dowell	Lead Engineer	Engineer	20.00	30.210	\$604.20
	Schmidt	Assistant Engineer	Engineer	12.00	17.985	\$215.82
	Shimizu	Sr Supv Planner	Senior Planner	4.00	46.018	\$184.07
	Moore	Sr Engineering Manager	Senior Engineer	3.00	60.480	\$181.44
	Lear	Sr Supv Engineer	Senior Engineer	2.00	46.493	\$92.99
	Feulner	Graphic Designer	CADD/Graphics	3.50	18.510	\$64.79
	Randol	Sr Technical Specialist	Technician	2.00	31.250	\$62.50
	Darnell	Computer Systems	CADD/Graphics	2.00	23.079	\$46.16
	Rowan	Admin Assistant	Admin/Clerical	1.00	13.150	\$13.15
See attached Time Sheets				TOTALS	501.50	\$17,592.73



Riverview MIS
INVOICE #9

PB PROJECT No. 19046M

ATTACHMENT "B" - DIRECT EXPENSE SUMMARY

4-Jun-99	Telephone Log	\$72.41
2-Jul-99	USCAD Charges	\$267.75
6-Jul-99	Federal Express	\$12.65
16-Jul-99	USCAD Charges	\$20.25
22-Jul-99	Federal Express	\$11.30
25-Jul-99	MCI Telecommunications	\$3.63
26-Jul-99	Federal Express	\$27.95
28-Jul-99	Federal Express	\$14.90
28-Jul-99	Federal Express	\$8.20
28-Jul-99	Northern States Power	\$20.07
28-Jul-99	Nextel	\$88.67
28-Jul-99	Jeane Thorne Inc. - Temp Help	\$304.48
30-Jul-99	Copier Charges	\$79.60
2-Aug-99	Federal Express	\$12.65
3-Aug-99	Visa Procurement - Equipment Rental	\$224.70
3-Aug-99	Visa Procurement - Equipment Rental	\$53.50
5-Aug-99	Federal Express	\$9.75
5-Aug-99	Federal Express	\$10.35
5-Aug-99	AAA Delivery Service	\$6.00
5-Aug-99	AAA Delivery Service	\$5.45
5-Aug-99	Jeane Thorne Inc. - Temp Help	\$666.05
12-Aug-99	Cort Furniture	\$103.66
12-Aug-99	Park Terrace Apartments	\$535.00
12-Aug-99	Jeane Thorne Inc. - Temp Help	\$685.08
12-Aug-99	Expense Report - L. Conrad	\$88.26
13-Aug-99	Expense Report - H. Cohn	\$553.61

TOTAL DIRECT EXPENSES

\$3,885.92

See attached Receipts



Riverview MIS
INVOICE #9

PB PROJECT No. 19046M

ATTACHMENT "C" - SUBCONTRACTORS

Rowekamp Associates, Inc. (Inv. 990252)

\$1,423.75

TOTAL SUBCONTRACTORS

\$1,423.75

See attached Invoices

SUBCONSULTANT AND DBE SUMMARY

Firm Name	DBE	Amount This Invoice	Previously Invoiced	Total Invoiced To Date
C.J. Olson	WBE		23,116.00	23,116.00
Dyett & Bhatia	DBE		4,068.26	4,068.26
Macromedia			7,473.55	7,473.55
Maxfield			12,350.00	12,350.00
McCormick			2,716.09	2,716.09
Montoya	WBE			0.00
Quam Sumnicht			12,681.17	12,681.17
Rowekamp	WBE	1,423.75	3,135.27	4,559.02
Schaefer	WBE			0.00
Zimmer Gunsel			17,870.46	17,870.46
TOTAL		\$1,423.75	\$83,410.80	\$84,834.55

DBE PARTICIPATION GOAL AND ACHIEVEMENT

Participation	Percentage	Goal	Achievement	% of Goal Achieved to Date	% of Total to Date
DBE GOAL	11.7%	\$135,000.00	\$31,743.28	23.51%	2.76%

51

To: Kathy DeSpiegelaere
Ramsey County Regional Railroad Authority

BUDGET PROGRESS REPORT

From: Parsons Brinckerhoff

Riverview MIS

Billing Period 7/17/99 - 8/13/99

INVOICE #9

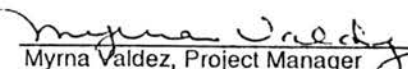
Agreement Expiration Date: April, 2000

PB PROJECT No. 19046M

Task Description	Physical % Work Completed This Period By Task	Physical % Work Completed To Date By Task	Original Task Budget	Revised Task Budget	Charges Accrued This Period	Total Charges Accrued To Date	% of Budget Used by Task	Budget Remaining by Task	Cost to Complete
1	2	3	4	5	6	7	8	9	10
1.0 Project Management & Admin	10.0%	75.0%	68,708.76	91,612.00	0.00	69,597.20	75.97%	22,014.80	22,014.80
2.0 Public Education & Involvement	15.0%	75.0%	217,566.14	194,663.00	14,130.39	141,970.44	72.93%	52,692.56	52,692.56
3.0 Land Use & Economic Development	10.0%	40.0%	216,456.85	196,456.85	8,993.28	71,137.60	36.21%	125,319.25	125,319.25
4.0 Transit Service Planning	0.0%	8.0%	31,822.52	31,822.52	0.00	2,579.92	8.11%	29,242.60	29,242.60
5.0 Conceptual Engineering/Cost Estimates	5.0%	40.0%	80,477.68	80,477.68	3,336.40	21,769.39	27.05%	58,708.29	58,708.29
6.0 Environmental	20.0%	35.0%	69,862.13	64,429.08	11,647.51	21,632.61	33.58%	42,796.47	42,796.47
7.0 Financial	0.0%	0.0%	28,317.50	28,317.50	0.00	0.00	0.00%	28,317.50	28,317.50
8.0 Definition of Alternatives	5.0%	100.0%	30,985.05	66,418.00	5,416.79	67,807.50	102.09%	-1,389.50	-1,389.50
9.0 Travel Forecasting	10.0%	60.0%	30,745.09	30,745.09	4,952.34	41,355.74	134.51%	-10,610.65	-10,610.65
10.0 Evaluation of Alternatives	25.0%	75.0%	21,900.88	31,900.88	2,681.69	30,292.92	94.96%	1,607.96	1,607.96
11.0 MIS Report Preparation	0.0%	15.0%	23,664.24	23,664.24	0.00	1,328.24	5.61%	22,336.00	22,336.00
Direct Expenses	N/A	N/A	99,428.85	79,428.85	3,885.92	40,971.43	51.58%	38,457.42	38,457.42
Totals:	N/A	N/A	\$919,935.69	\$919,935.69	\$55,044.32	\$510,442.99	55.49%	\$409,492.70	\$409,492.70

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

Approved and recommended
for payment


Myrna Valdez, Project Manager
Parsons Brinckerhoff Quade & Douglas, Inc.

RCRRA Project Manager

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

10

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

November 4, 1999
Date

Board Action Requested

A) Approve the request for the withholding from public sale for six months the following tax-forfeited property for transit purposes: P.I.N. 29-29-22-41-0197-4, Lot 2, Block 3 of Andrew Addition, 835 Arcade Street, in St. Paul; B) Authorize the Chair to sign the request; and C) Authorize the Chief Clerk to file a certified copy of this resolution and the request in the office of Property Records and Revenue.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Resolution
 2. Memorandum from K. DeSpiegelaere
 3. Maps
 4. Letter from K. Kujala, Supervisor, Tax Forfeited Lands
 5. Proposed letter to be signed by Chair

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

November 16, 1999
Board Date

Kristine A. Longhenry
Signature

11-4-99
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

(page 1 of 2)

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, Ramsey County has notified governmental units that 4.35 acres of land, identified by property identification number 29-29-22-41-0197-4 and located at 835 Arcade Street, St. Paul, was forfeited to the State of Minnesota for non-payment of real estate taxes on August 3, 1999; and

WHEREAS, Minnesota Statute 282.01, Subd. 1 authorizes governmental subdivisions to request withholding specific properties from public sale; and

WHEREAS, This parcel is located adjacent to the Northeast Corridor near the location of a proposed station at Arcade Street in St. Paul; and

WHEREAS, Combining this parcel with the existing right of way would alleviate possible future development problems and best serve the long-range goals for which the corridor was acquired; Now, Therefore Be It

RESOLVED, That the Board of Ramsey County Regional Railroad Authority hereby approves the request for withholding from public sale the following tax-forfeited property for transit purposes: P.I.N. 29-29-22-41-0197-4, Lot 2, Block 3 of Andrew Addition, 835 Arcade Street in St. Paul; and Be It Further

RESOLVED, That the Board hereby authorizes the Chair to sign the request for withholding from public sale for six months the above referenced parcel for transit purposes; and Be It Further

RESOLVED, That the Chief Clerk is authorized to file a certified copy of this resolution and request for withholding from public sale for six months the said tax-forfeited land in the office of Property Records and Revenue.

1

RESOLUTION

Board of Ramsey County Regional Railroad Authority

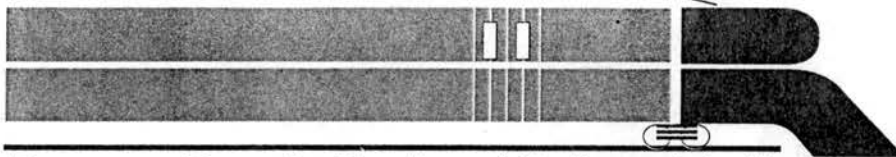
Date: _____ No: _____

(page 2 of 2)

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

Tony Bennett, Chairman

By: _____
Rafael E. Ortega, Secretary



Tony Bennett, Chair

Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 651/266-2762 / FAX 266-2761

MEMORANDUM

TO: Ramsey County Regional Railroad Authority Commissioners
Paul Kirkwold, Acting County Manager

FROM: Kathryn DeSpiegelaere, Director

SUBJECT: Acquisition of tax-forfeited property at 835 Arcade Street in St. Paul

DATE: November 2, 1999

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 recently received notice from the Ramsey County Parks Department that a parcel of land adjacent to the Northeast Corridor right of way forfeited to the State of Minnesota on August 3, 1999 for non-payment of real estate taxes. This parcel is identified as PIN No. 29-29-22-41-0197-4, 835 Arcade Street, Andrew Addition, Lot 2, Block 3, the former Whirlpool site.

This parcel is irregular in shape, abutting the north line of RCRRA right of way from Arcade Street, west to Walsh Street. The total length is 809.11 feet and the width varies from 238.11 feet to approximately 350 feet down to 24.97 feet. The area is 4.35 acres. RCRRA right of way is less than 80 feet for approximately 135 feet west of the west right of way line of Arcade Street, and 58 feet wide under the Arcade Street bridge.

The Northeast Corridor Study proposed a light rail station be located at Arcade Street. Combining this parcel with existing RCRRA right of way could allow for greater facility in locating a station at Arcade Street given the narrow right of way under the Arcade Bridge.

Minnesota Statute 282.01 authorizes governmental subdivisions to request that the property be withheld from sale for six months, to request a conveyance of tax-forfeited land for public use, or to purchase the property at fair market value.



The cost for acquiring this property is itemized as follows:

Market Value:	284,850.00
3% Assurance Fee:	8,545.50
State Deed Fee:	25.00
Recording Fee:	44.00
Deed Tax	940.50
Ag/Con Stamp:	<u>5.00</u>
Total	\$294,410.00

Funding for the acquisition of this property could come from the RCRRA fund balance or from funds set aside for the purchase of BNSF right of way from Beam Avenue to the North County Line.

A governmental subdivision requesting the property be withheld from public sale shall pay maintenance costs incurred by the County during the six-month period the property is withheld, provided the property is not offered for public sale after the six-month period.

A governmental subdivision can request a public use conveyance. The property is conveyed to the governmental subdivision for an authorized public use. The deed remains with the State of Minnesota. A public use conveyance can restrict the future use of the property. Non-conforming uses may result in the property reverting back to the State. The cost to RCRRA for a public use conveyance, applicable to 835 Arcade, is itemized as follows:

Recording fee	\$44.00
State Deed Fee:	1.65
As/Con Stamp	<u>5.00</u>
Total	\$50.65

A request to withhold the property from public sale, or an application for the conveyance of tax-forfeit property must be filed within sixty days of the notice from the County. The notice date is September 24, 1999. Either the request to withhold the property from public sale or the application for conveyance of the property for public use must be accompanied by a certified resolution of the governing body stating the request for withholding from sale or the public purpose for which the property will be used.

It is felt by staff that the acquisition of this property may serve the long-range goals for which the corridor was acquired. Requesting the property be withheld from public sale for six months would provide time to determine if this parcel is suitable, both environmentally and from a station design viewpoint, to be acquired by RCRRA.

Recommendation:

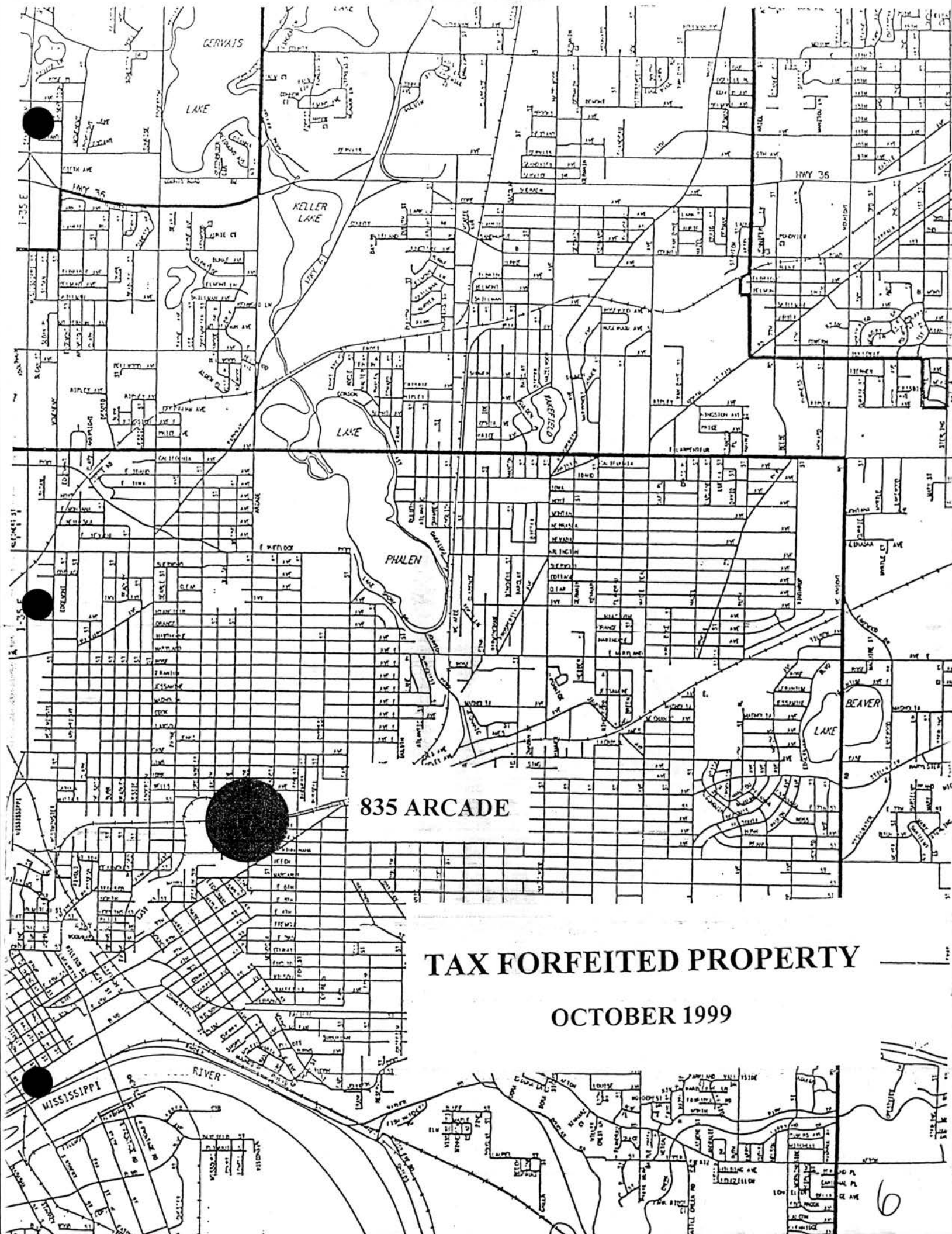
Approve the request to withhold from public sale 4.35 acres of tax-forfeit property at 835 Arcade Street, St. Paul, identified as PIN 29-29-22-41-0197-4.

Authorize the Chairman to sign the written request to withhold the property from public sale for six months.

Authorize the Chief Clerk to file a certified copy of this resolution and the request to withhold the property from public sale in the office of Property Records and Revenue.

KD/drb

Attachments



835 ARCADE

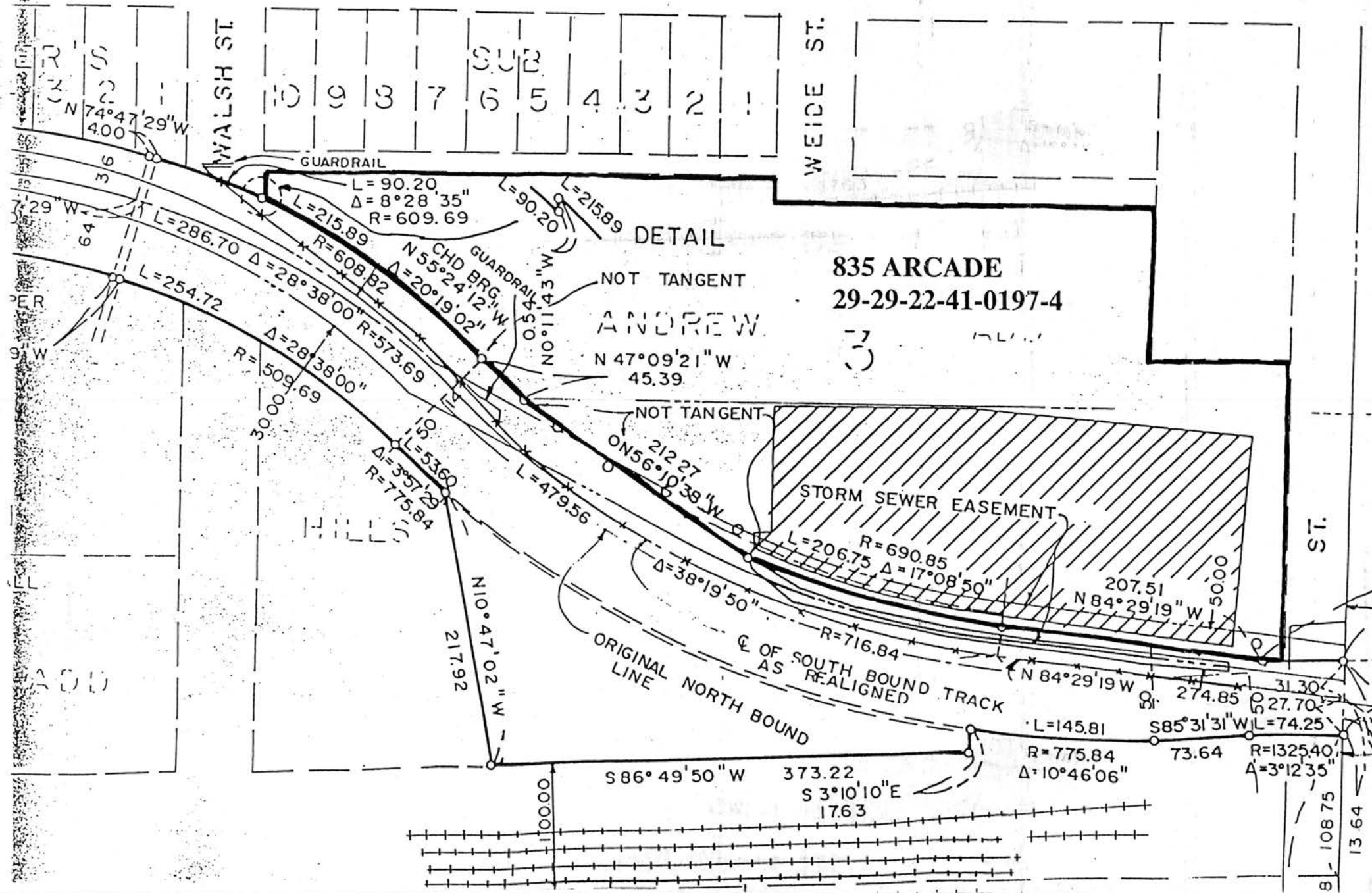
TAX FORFEITED PROPERTY

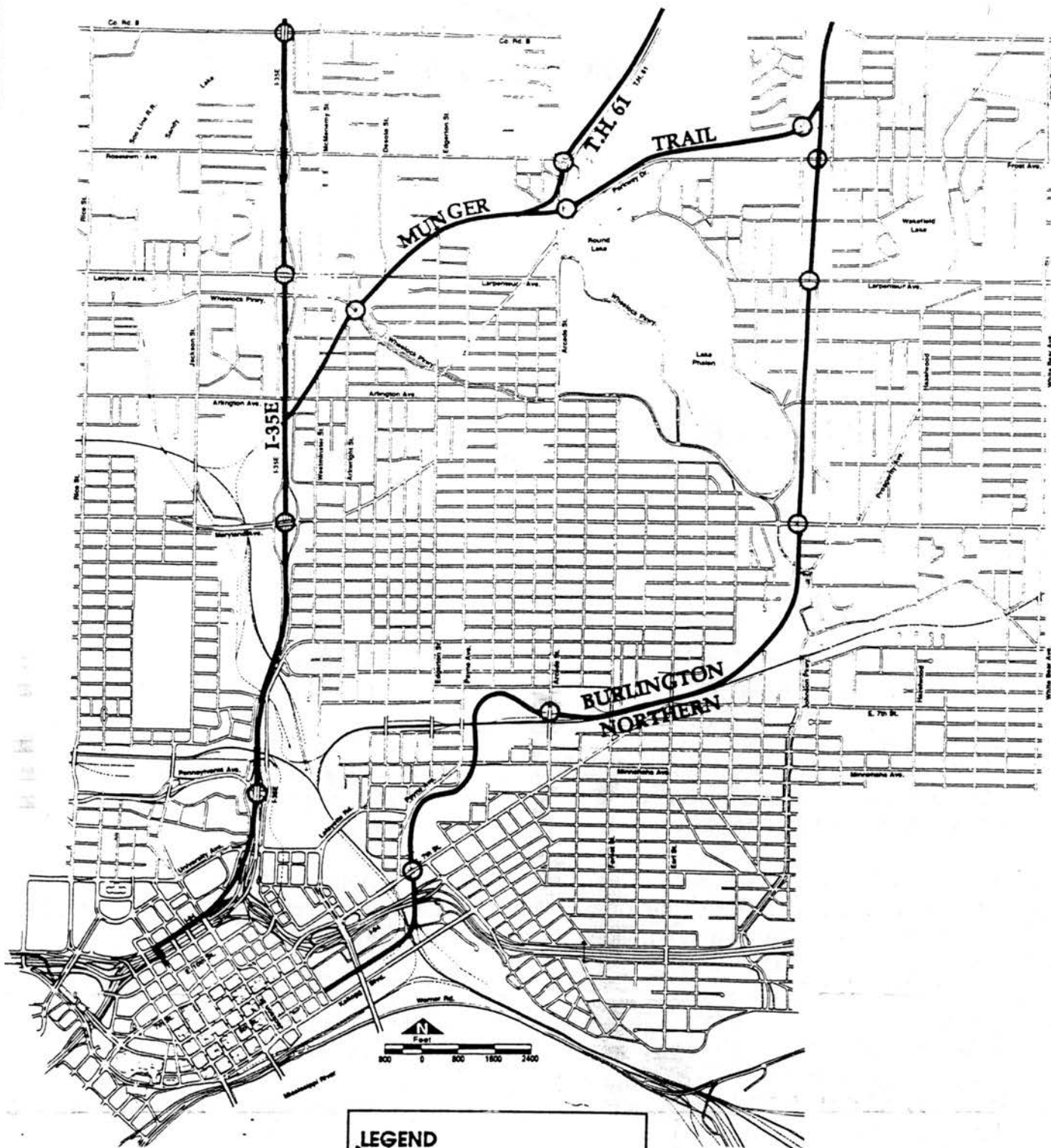
OCTOBER 1999

JRVEY

AVE

7





northeast Corridor LRT Alignment Study



Figure 11
LRT Alignment Alternatives
Downtown St. Paul to County Road B



Property Records and Revenue

Richard J. Wendt, Division Manager

620B Government Center West
50 West Kellogg Boulevard
St. Paul, MN 55102-1557

Fax: 651-266-2210

September 24, 1999

Ramsey County
Department of Parks and Recreation
Attention: Larry Holmberg
2015 North Van Dyke Street
Maplewood MN 55109

Dear Mr. Holmberg,

Here is the sample letter sent to the municipalities, and probably should have been sent to your department also. The procedure for acquiring any of the parcels is stated below:

Enclosed is a list of properties located in your municipality, which forfeited to the State of Minnesota on August 3, 1999, for non-payment of real estate taxes. Pursuant to statute, these properties have been reviewed by Ramsey County to determine their classification as either conservation or non-conservation lands.

Minnesota Statute 282.01, Subd. 1, requires the county to notify each city in which such properties are located of both the forfeitures and classification. This letter and list serves as that notice of forfeiture and a notice that the lands have been classified by Ramsey County as non-conservation.

The Statute further provides and includes recent legislation, effective September 1, 1999, that each city has **60** days from the date of this notice to approve the classification, to approve the parcel(s) for public auction, to request a conveyance of land(s) to your city for public use or to request that the property(s) be withheld from public sale for a period not to exceed **six months**. **A municipality or governmental subdivision shall pay maintenance costs incurred by the county during the six-month period while the property is withheld from public sale, provided the property is not offered for public sale after the six-month period.**

If you request that any parcel(s) be conveyed to your municipality for a public purpose the above statutory timeline must be strictly observed. Within **60** days of this notice of classification and availability of newly forfeited properties, the government unit must submit an application for a public use deed. The application for a use deed is not complete and timely if it is not accompanied by a certified resolution of the governing body stating the public purpose for which the property will be used.

Within **60** days of this notice the government body, if it wishes to withhold a property from sale for a **six-month** period, must submit a written request. The request to withhold property(s) from sale must be in writing and accompanied by a certified resolution of the governing body stating the request for the specific property. If no further application is received within the **six-month** hold period, the property will become available for public sale. A governmental body may always acquire a property at its appraised value anytime prior to a repurchase or sale.

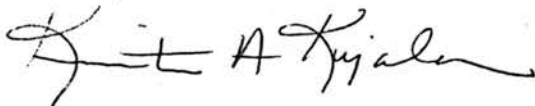
If you fail to respond to the County within the **60** days of the date of this letter, the classification and sale of the parcels will be deemed to be approved. If the information contained in this letter, plus attachment, is not your responsibility, please forward to the appropriate department within your municipality.

Correspondence regarding this notice may be addressed to:

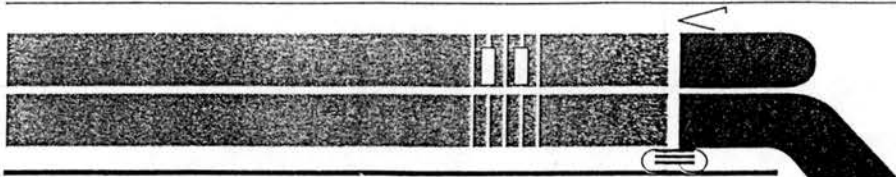
**Ramsey County Department of Property Records and Revenue
ATTN.: Tax Forfeited Lands Section
Ramsey County Government Center West, Suite 620B
50 W. Kellogg Boulevard
St. Paul, MN 55102-1557**

Anyone with questions regarding this matter may feel free to call our office at (651) 266-2080.

Sincerely,



Kristine A Kujala, Supervisor
Tax Forfeited Lands



Tony Bennett, Chair

Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 651/266-2762 / FAX 266-2761

November 2, 1999

Ramsey County Department of Property Records and Revenue
ATTN: Tax Forfeited Lands Section, Ms. Kristine A. Kujala, Supervisor
Ramsey County Government Center West, Suite 620B
50 W. Kellogg Boulevard
St. Paul, MN 55102-1557

Dear Ms Kujala:

The Ramsey County Regional Railroad Authority recently received notice from Ramsey County that a parcel of land abutting our right of way west of Arcade Street in St. Paul was forfeited to the State of Minnesota for non-payment of real estate taxes.

This parcel is identified as PIN No. 29-29-22-41-0197-4, 835 Arcade Street, Andrew Addition, Lot 2, Block 3, the former Whirlpool site.

The RCRRA is requesting that this parcel be withheld from public sale for a period of six months.

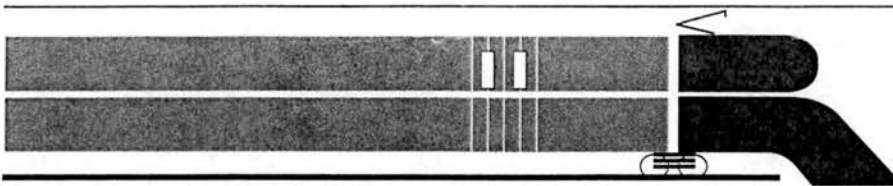
A 1991 study of the Northeast Corridor, conducted for the RCRRA, proposed that a station be located at Arcade Street on RCRRA right of way. The existing right of way at Arcade St. is not sufficiently wide to provide for a station. The acquisition of the former Whirlpool site, 835 Arcade Street, by the RCRRA, may provide for sufficient room.

Granting the RCRRA's request to have this parcel withheld from public sale for six months will provide sufficient time for RCRRA to determine the suitability of this parcel for acquisition.

Sincerely,

Tony Bennett, Chair
Ramsey County Regional Railroad Authority





Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

Agenda

Ramsey County Regional Railroad Authority Meeting

December 14, 1999

1:30 p.m.

Third Floor Council Chambers Courthouse

1. * Approve minutes of the November 16, 1999 meeting.
2. Metro Transit Sector Study.
3. Metropolitan Council Master Plan for Transit.
4. Minnesota Department of Transportation Busway Study.
5. Minnesota Department of Transportation Commuter Rail System Plan.
6. * Authorize staff to issue a request for proposals for the Central Corridor public education program.
7. * Ramsey County Comprehensive Plan for Transportation, Transit and Surface Water – adopt issue papers of Public Involvement, Transit, Travel Demand Management (TDM) and Parking.
8. Corridor updates.

* Action is requested.

Ayes - 7, Nays - 0
Motion accepted.

WHEREAS, The Minnesota Department of Transportation Twin Cities Commuter Rail Study was completed in 1999; and

WHEREAS, The Phase I study recommended seven corridors receive additional consideration for commuter rail including Minneapolis-St. Paul; Bethel-Minneapolis-St. Paul; Elk River-Minneapolis-St. Paul; Young America-Minneapolis-St. Paul; Northfield-Minneapolis-St. Paul; Hastings-St. Paul-Minneapolis; Forest Lake-St. Paul-Minneapolis; and

WHEREAS, The Phase II study recommended that if commuter rail is implemented, that the staging would be either Elk River to St. Paul (40.1 miles) or if the St. Paul portion is not implemented in Stage 1, it would be implemented in Stage 2, which is Hastings to St. Paul (18.4 miles); and

WHEREAS, Ramsey County Regional Railroad Authority is working on the commuter rail connection between St. Paul and Minneapolis; and

WHEREAS, The Red Rock Corridor is beginning work on the commuter rail corridor from St. Paul to Hastings; and

WHEREAS, The University of Minnesota, Midway area and downtown St. Paul are major traffic generators in the Twin Cities region; and

WHEREAS, The Northstar Corridor has been extended for several miles beyond its previous initial north terminus in the Minnesota Department of Transportation Commuter Rail Study; and

WHEREAS, The Twin Cities metropolitan region has a long-standing commitment to strengthening and investing in the core urban areas through its policies and programs, and a commuter rail link from St. Paul to Minneapolis would serve the heart of the urban core area of the region; Now, Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority continues to support implementation in Stage 1 of commuter rail between St. Paul and Minneapolis downtowns ; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority will communicate its position to the Minnesota Department of Transportation for inclusion in the commuter rail system plan currently being prepared.

The meeting recessed at 12:05 p.m. and resumed at 2:00 p.m.

5. Authorize staff to negotiate a contract with BRW for the Central Corridor Transit Study.

Commissioner Haigh stated that the St. Paul Planning Commission report going to the City Council says that they prefer the alignment of University Avenue in the Central Corridor. She made a motion to eliminate the alternative of LRT along the I-94 corridor for the Central Corridor Transit Study contingent on the adoption of the report by the City Council. She said that we shouldn't put our money into something that the City of St. Paul doesn't agree with. She also remarked that we should target the resources on University Avenue. Kathy DeSpiegelaere commented that there are two different elements being studied in the Central Corridor: (1) commuter rail (BN and

Shortline alignments); and (2) light rail and bus (BN, University Avenue and I-94 alignments). In a previous study (1991), the Board concluded that the I-94 light rail alternative was preferred.

David MacMillan noted that a whole range of alternatives needs to be studied in order for a federal environmental impact statement to be accepted.

Commissioner Rettman felt that no alignment should be eliminated until it is explored to the fullest.

Allen Lovejoy, St. Paul PED, commented that the City Council requested that the Planning Commission focus their study on University Avenue and and to look if things have changed since the eighties. He noted that there are three recommendations in the Planning Commission report:

1. Rail could be accommodated within existing University Avenue right of way;
2. If properly designed and supported by related actions, a rail line would likely make a positive contribution to improvements and development goals for University Avenue; and
3. It does not appear that light rail would likely make the same strong positive contributions for overall development on the I-94 alignment that it can do for University Avenue.

Allen stated that the Planning Commission is not necessarily recommending to eliminate the I-94 alignment, but saying that it does not appear that the economic benefits that rail would make on University would be the same on I-94.

Commissioner Ortega commented that the issue is not the viability of I-94, but the technical process in doing what it takes to make the Central Corridor, whichever alignments, qualify for funding.

Commissioner Rettman added that the review group for the request for proposal didn't include small businesses or small organizations. They need to be included. Cultural diversity and low income folks need to be considered also. She stated that the need for infrastructure improvements must be all inclusive and to note that it has a transit component.

A motion was made by Commissioner Haigh, seconded by Commissioner Reinhardt, to authorize staff to negotiate a contract with BRW for the Central Corridor Transit Study and to amend it by eliminating the alignment of LRT along the I-94 corridor contingent upon the adoption of the Planning Commission report by the St. Paul City Council.

Ayes - 7, Nays - 0
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority authorized staff to issue a request for proposal for Central Corridor transit work on buses, light rail and commuter rail; and

WHEREAS, Two proposals were received and reviewed by groups consisting of representatives of ten affected organizations and agencies; and

WHEREAS, The review group recommends proceeding with a contract with the firm of BRW, Minneapolis; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes staff to negotiate a contract with BRW for the Central Corridor Transit Study; and Be It Further

RESOLVED, That previous studies of this corridor included a substantial amount of work on I-94, as well as other alternatives, and it was determined that light rail transit in the I-94 alternative is less effective in fostering economic development than for the other alternatives. Therefore, the I-94 alternative will receive less study than the University Avenue and Burlington Northern alternatives unless the City of St. Paul specifically requests that it receive detailed consideration again in this phase of corridor work; and Be It Further

RESOLVED, That staff will return the contract to the Rail Authority for approval before it is executed.

6. Approve the contract with the State of Minnesota to access \$1.875 million federal and state funds for Riverview Corridor transit improvements; approve the agreement with Metro Transit to construct the transit improvements; and authorize the Chair to execute the contract and agreement.

Commissioner Haigh asked what will the \$1.875 million be spent on? Kathy DeSpiegelaere answered that the RCRRA approved applications in April and May, 1999 for funding transit improvements to the Riverview Corridor which will include bus shelters, lighting, information kiosks and other transit upgrades along East and West Seventh Streets and in downtown St. Paul.

A motion was made by Commissioner Ortega, seconded by Commissioner Reinhardt to approve the contract with the State of Minnesota to access \$1.875 million federal and state funds for Riverview Corridor transit improvements; approve the agreement with Metro Transit to construct the transit improvements; and authorize the Chair to execute the contract and agreement.

Ayes - 7, Nays - 0
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has approved applications for funding for transit improvements for the Riverview Corridor along East and West Seventh Streets and in Downtown St. Paul; and

WHEREAS, Federal funds in the amount of \$1,500,000 and state funds in the amount of \$375,000 will be used for these transit improvements; Now Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the contract with the State of Minnesota to access the state and federal funds; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority approves the agreement with Metro Transit to construct the transit improvements in the Riverview Corridor; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Director of Budgeting and Accounting to make any necessary budget adjustments to implement this grant; and Be It Further

RESOLVED, That the Chair of the Ramsey County Regional Railroad Authority is authorized to execute the contract and agreement.

7. Approve the Construction Agreement between RCRRA and MediaOne Corporation to install co-axial cable across the RCRRA right of way at Maryland Avenue; and Authorize the Chair of the Ramsey County Regional Railroad Authority to sign the Construction Agreement on behalf of RCRRA.

A motion was made by Commissioner Guerin, seconded by Commissioner Ortega to approve the Construction Agreement between RCRRA and MediaOne Corporation to install co-axial cable across the RCRRA right of way at Maryland Avenue; and authorize the Chair of the Ramsey County Regional Railroad Authority to sign the Construction Agreement on behalf of RCRRA.

Ayes - 7, Nays - 0
Motion accepted.

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, MediaOne Corporation, has requested permission to use the right of way at Maryland Avenue in St. Paul to install a coaxial cable; and

WHEREAS, A construction agreement/permit has been negotiated to provide for the installation of the coaxial cable; and

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

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

8. Ratify quarterly report of payments for July 1, 1999 to September 30, 1999.

A motion was made by Commissioner Ortega, seconded by Commissioner Reinhardt to ratify quarterly report of payments for July 1, 1999 to September 30, 1999.

Ayes - 7, Nays - 0
Motion accepted.

WHEREAS, Payments have been made from the Ramsey County Regional Railroad Authority budget for the period of July 1, 1999 through September 30, 1999, and a record of these disbursements is attached; Now, Therefore, Be It

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

9. Ratify partial payments No. 8 in the amount of \$73,574.37 and No. 9 in the amount of \$51,942.88 to Parsons Brinckerhoff Quade and Douglas, Inc. for professional consulting services for the Riverview Corridor Major Investment Study.

A motion was made by Commissioner Ortega, seconded by Commissioner Reinhardt to ratify partial payments No. 8 in the amount of \$73,574.37 and No. 9 in the amount of \$52,942.88 to Parsons Brinckerhoff Quade and Douglas, Inc. for professional consulting services for the Riverview Corridor Major Investment Study.

Ayes - 7, Nays - 0
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Parsons Brinckerhoff Quade & Douglas, Inc. for the purpose of conducting the Riverview Corridor Major Investment Study; and

WHEREAS, Parsons Brinckerhoff Quade & Douglas, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through August 13, 1999; 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, Parsons Brinckerhoff Quade & Douglas, Inc. Invoice No. 8, Partial Payment No. 8, in the amount of \$73,574.37 and Invoice No. 9, Partial Payment No. 9, in the amount of \$51,942.88 attachments thereto, provide the correct documentation of payments due Parsons Brinckerhoff Quade & Douglas, Inc. through August 13, 1999; Now, Therefore Be It

RESOLVED, Payment to Parsons Brinckerhoff Quade & Douglas, Inc. in the amount of \$125,517.25 for services rendered through August 13, 1999, is hereby ratified.

10. Approve the request for the withholding from public sale for six months the following tax-forfeited property for transit purposes: P.I.N. 29-29-22-41-0197-4, Lot 2 Block 3 of Andrew Addition, 835 Arcade Street, in St. Paul; authorize the Chair to sign the request; and authorize the Chief Clerk to file a certified copy of this resolution and the request in the office of Property Records and Revenue.

Kathy DeSpiegelaere commented that the tax-forfeited parcel (the old Whirlpool site) fits into the County's long range plan as being a potential site for a transit hub. The City of St. Paul is also interested in this site and the next step after approving to withhold this from public sale would be to meet with the City to discuss interests.

A motion was made by Commissioner Ortega, seconded by Commissioner Reinhardt to approve the request for the withholding from public sale for six months the following tax-forfeited property for transit purposes: P.I.N. 29-29-22-41-0197-4, Lot 2 Block 3 of Andrew Addition, 835 Arcade Street, in St. Paul; authorize the Chair to sign the request; and authorize the Chief Clerk to file a certified copy of this resolution and the request in the office of Property Records and Revenue.

Ayes - 7, Nays - 0
Motion accepted.

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, Ramsey County has notified governmental units that 4.35 acres of land, identified by property identification number 29-29-22-41-0197-4 and located at 835 Arcade Street, St. Paul, was forfeited to the State of Minnesota for non-payment of real estate taxes on August 3, 1999; and

WHEREAS, Minnesota Statute 282.01, Subd. 1 authorizes governmental subdivisions to request withholding specific properties from public sale; and

WHEREAS, This parcel is located adjacent to the Northeast Corridor near the location of a proposed station at Arcade Street in St. Paul; and

WHEREAS, Combining this parcel with the existing right of way would alleviate possible future development problems and best serve the long-range goals for which the corridor was acquired; Now, Therefore Be It

RESOLVED, That the Board of Ramsey County Regional Railroad Authority hereby approves the request for withholding from public sale the following tax-forfeited property for transit purposes: P.I.N. 29-29-22-41-0197-4, Lot 2, Block 3 of Andrew Addition, 835 Arcade Street in St. Paul; and Be It Further

RESOLVED, That the Board hereby authorizes the Chair to sign the request for withholding from public sale for six months the above referenced parcel for transit purposes; and Be It Further

RESOLVED, That the Chief Clerk is authorized to file a certified copy of this resolution and request for withholding from public sale for six months the said tax-forfeited land in the office of Property Records and Revenue.

The meeting adjourned at 2:35 p.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. H. Spiegel
Authorized Signature

12/6/99
Date

Board Action Requested

Metro Transit Sector Study

DISCUSSION ONLY

Request Justification

A presentation will be made at the Rail Authority meeting on transit service proposals for the area of Ramsey County north of University Avenue. Metro Transit is beginning a study of transit service south of University Avenue. Presenters will be Art Leahy, General manager of Metro Transit and Randy Rosvold, Service Planner.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

December 14, 1999

Board Date

Kristine A. Longhenry
Signature

December 6, 1999
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Killedprigelsaere
Authorized Signature

12/6/99
Date

Board Action Requested

Metro Council Master Plan for Transit

DISCUSSION ONLY

Request Justification

See attached executive summary of the plan and list of public meeting dates.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

December 14, 1999

Board Date

Kristine A. Longhenry
Signature

December 6, 1999
Date

Public Comment Draft

Transit 2020

Master Plan

Twin Cities Metropolitan Area

Part 1. Executive Summary

November 1999



Metropolitan Council

Mears Park Centre, 230 East Fifth Street, St. Paul, Minnesota 55101

Mission

The mission of the Metropolitan Council is to improve regional competitiveness in the global economy so that this is one of the best places to live, work, raise a family and grow a business.

Metropolitan Council Members

Ted Mondale - Chair
Saundra Spigner – District 1
Todd Paulson – District 2
Mary Hill Smith – District 3
Julius C. Smith – District 4
Phil Riveness – District 5
Caren Dewar – District 6
Matthew Ramadan – District 7
Carol A. Kummer – District 8
Natalie Haas Steffen - District 9
Jim Nelson – District 10
Roger Williams – District 11
Marc Hugunin – District 12
Fred Perez – District 13
Lee Pao Xiong – District 14
Carolyn Rodriguez - District 15
John Conzemius – District 16

General phone	651 602-1000
Regional Data Center	651-602-1140
TTY	651 291-0904
Metro Info Line	651 602-1888
E-mail	data_center@metc.state.mn.us
Web site	www.metrocouncil.org

November 1999

Publication no. 35-99-043A

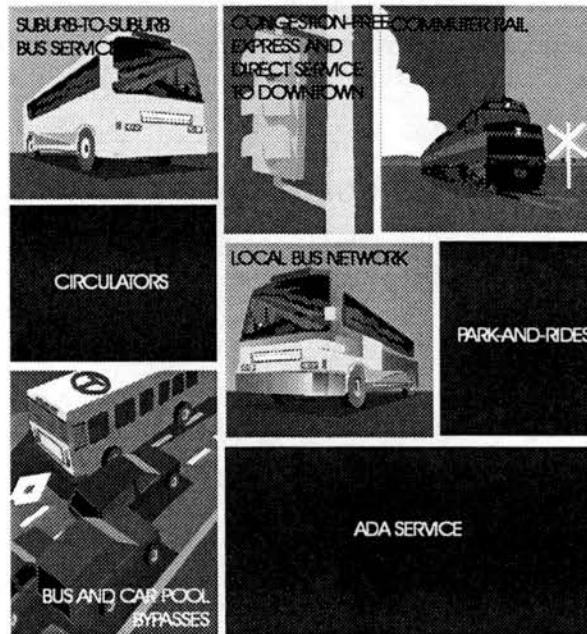
Printed on recycled paper with at least 20% post-consumer waste

On request, this publication will be made available in alternative formats to people with disabilities. Call the Metropolitan Council Data Center at 651 602-1140 or TTY 651 291-0904.

The Need for Transit

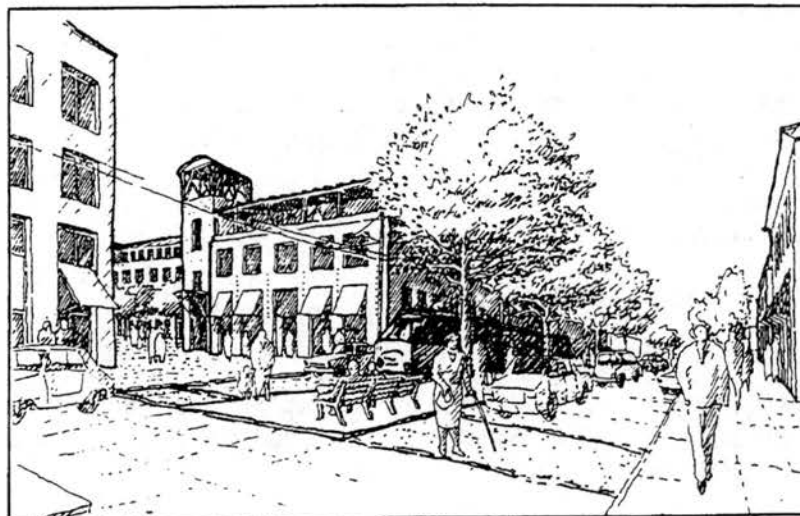
Growing congestion has the potential of curbing the Twin Cities' economic vitality. New transit initiatives can keep the metro area moving and competitive.

- New technologies, special transitways, faster express service, more routes, new buses and customer incentives will combine to provide superior transit service to more people.



Expanded transit services will support more efficient use of land and public facilities.

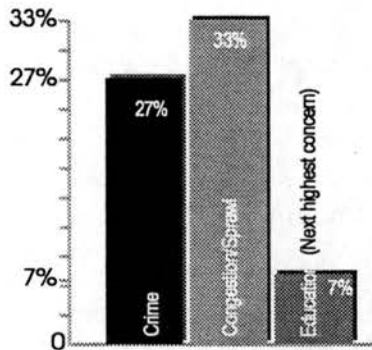
- Twin Cities taxpayers can save \$1.6 billion over the next 20 years if more growth occurs in compact patterns. Transit is an amenity that can help make these new types of development viable and livable.



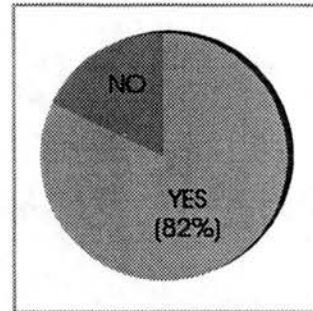
Highway congestion is now a top Twin Cities concern.

- Congestion and urban sprawl are now the top metro concern (33% combined), edging out crime (27%). *Metro State University 1999 Civic Confidence Survey*
- 82% of Twin Cities area residents think traffic congestion has increased in the last year. *1998 Twin Cities Area Survey*

Chief Problem Facing Twin Cities



Has Congestion Increased This Year?



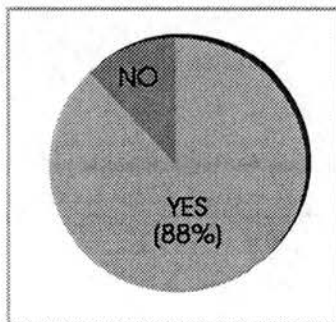
“I’m all in favor of anything besides widening roads or making new roads. We’ve been doing that for 30 years. You can widen a road and soon it fills to capacity.”

– Michael Steiner, engineer at LSI Logic

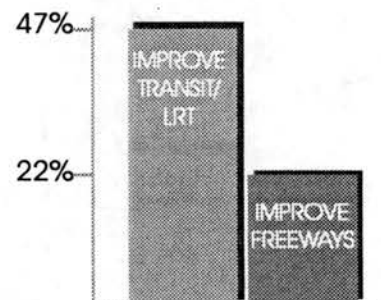
Twin Citians believe the region needs a strong transit system.

- 88% of residents believe a more balanced investment approach that boosts transit use is somewhat or very important to region’s quality of life. *1998 Twin Cities Area Survey*
- More than 47% of Twin Citians prefer adding light rail and improving the bus system compared with 22% who would add and improve freeways to deal with congestion. *1998 Twin Cities Area Survey*

More Balanced Transportation System?



How to Deal with Congestion?



“I did a detailed analysis of whether I should commute by car or by bus, and it came out strongly for the bus – from a time-management and financial point of view. You get the bus, the service, and you eliminate the traffic problem and pollution. A good transit system is a strong selling point for a community.”

– Hllke Riechardt-Martinez, senior financial analyst at Ecolab

Transit Solutions

Transit will help keep the region mobile and economically competitive as growth continues.

- 500,000 more people will live here between 2000 and 2020, but only 25 additional miles of new freeways will be built. The result: The number of miles of severely congested highways will more than double by 2020. *Metro Council*
- It would cost \$15 billion in highway facilities through 2020 to meet unrestrained mobility needs. That translates into an additional \$630 a year per household for 20 years. *Mn/DOT dollar total, Council Budget Office calculation*

Congested Highway Mileage Will Double

1970 - 1995

+ 575,000 metro area residents
+ 200 miles of highway built =

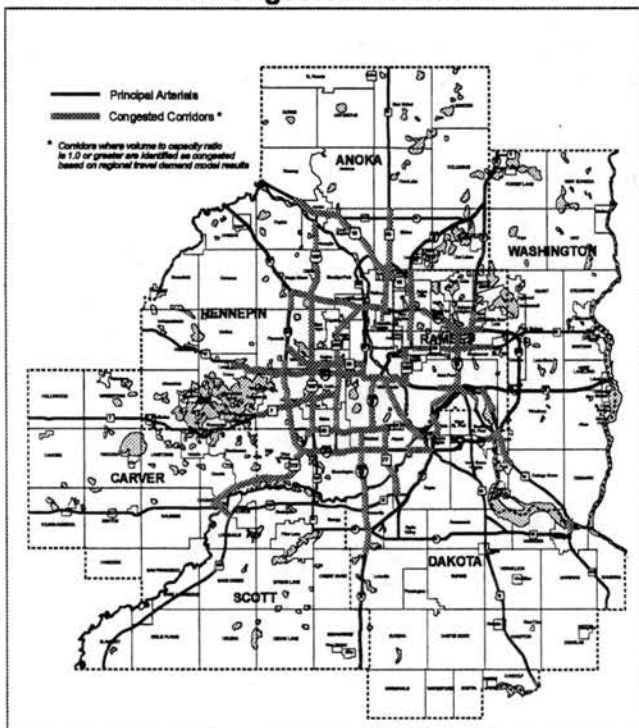
100 miles of congested highway (1995)

1995 - 2020

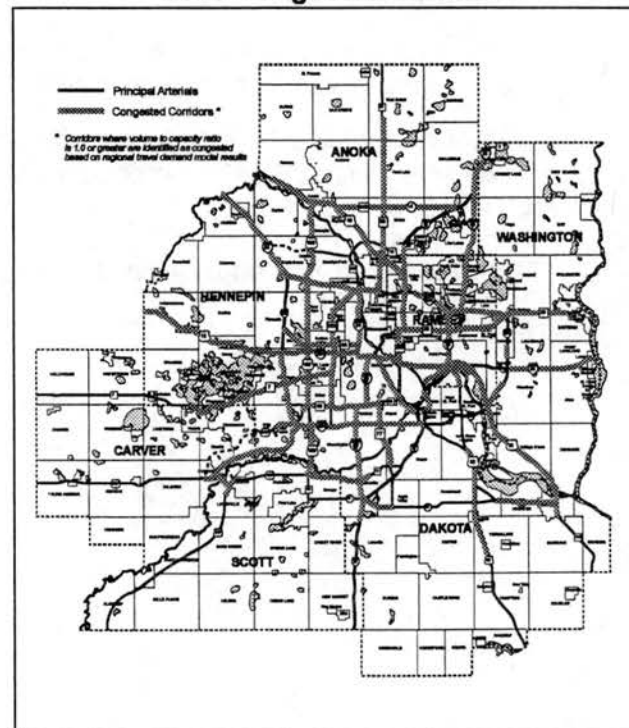
+ 650,000 metro area residents
+ 25 miles of highway to be built =

210 miles of congested highway (2020)

1995 Congested Corridors

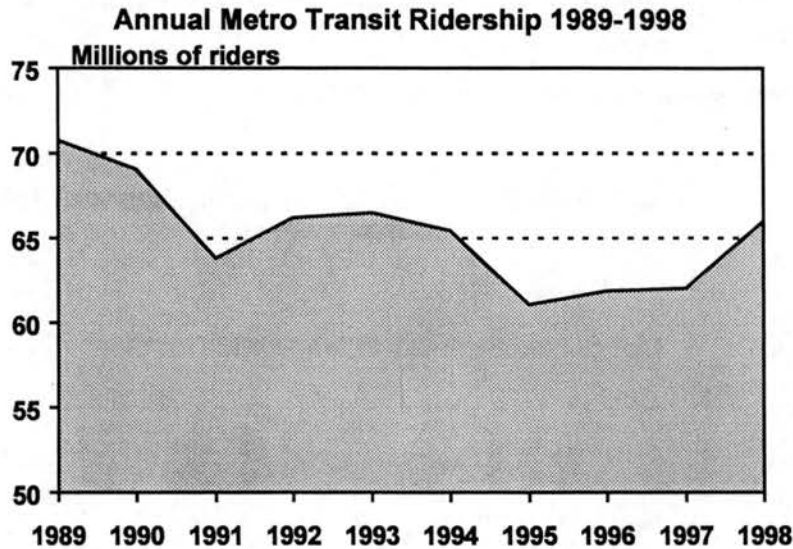


2020 Congested Corridors



Metro Transit and other transit providers are positioned to meet the challenge.

- Metro Transit successfully produced the biggest ridership turnaround in 20 years with a combination of expanded service, forging transit-promotion partnerships with business, liberalizing its transfer policy and launching a media campaign.



- Metro Transit's productivity is top-rated, as independent studies show –

“Passenger productivity as measured by passengers per revenue hour improved 6.7 percent [between 1996 and 1998]. The regional increase in passenger productivity also was better than the passenger increase in transit systems comparable to Metro Transit.”

– 1999 Metropolitan Council Transit Performance Audit, conducted by SRF Consulting Group, Inc., and McCollom Management Consulting Services, Inc.

“Transit ridership in the Twin Cities ranks fairly high considering the area's relatively low population density, as well as several other factors that make the area automobile-friendly.” (Metro Transit ranked 3rd highest in riders per capita for non-rail metro areas.)

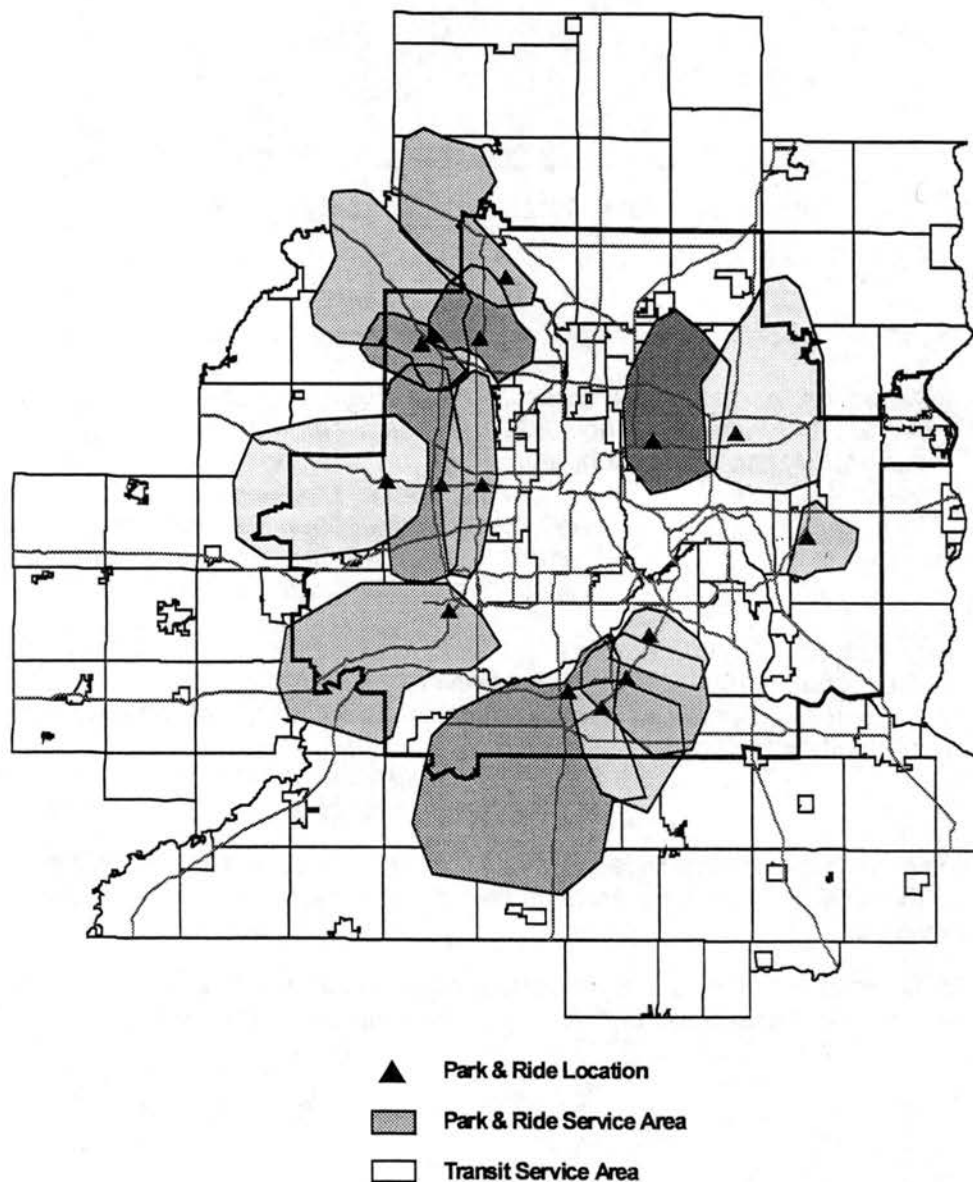
– Transit Services: A Program Evaluation Report, Feb. 1998, conducted by Legislative Auditor

- The suburban transit providers (opt-outs) offer express and local transit service in a number of suburban cities. From modest beginnings, they have evolved into major transit providers.
- Small urban systems operate in smaller cities and areas. These include Hastings, Hopkins, Northeast Suburban Transportation, St. Louis Park and Lake Area Bus

Transit is already a key player in the region's transportation system. Transit services of the future will draw on what's proven to work and innovations to improve service.

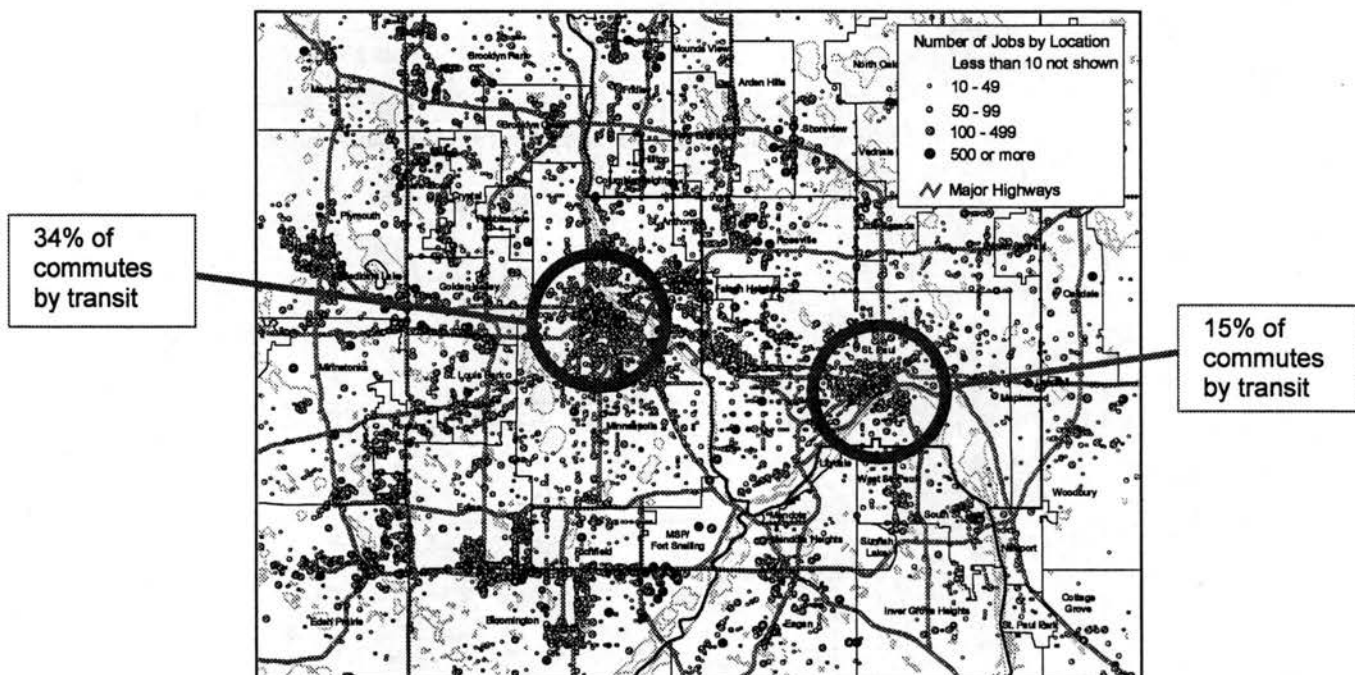
- Metro Transit service reaches a wide service area.

**Park-and-Ride Market Areas and Transit Service Area
(Lots 80% or more full)**



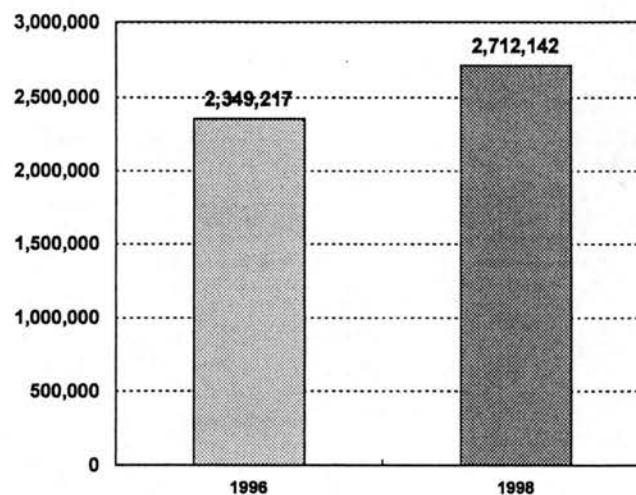
- Transit provides 34% and 15% of all commuting trips to downtown Minneapolis and St. Paul, respectively, the largest single job centers in the region.

Job Concentrations

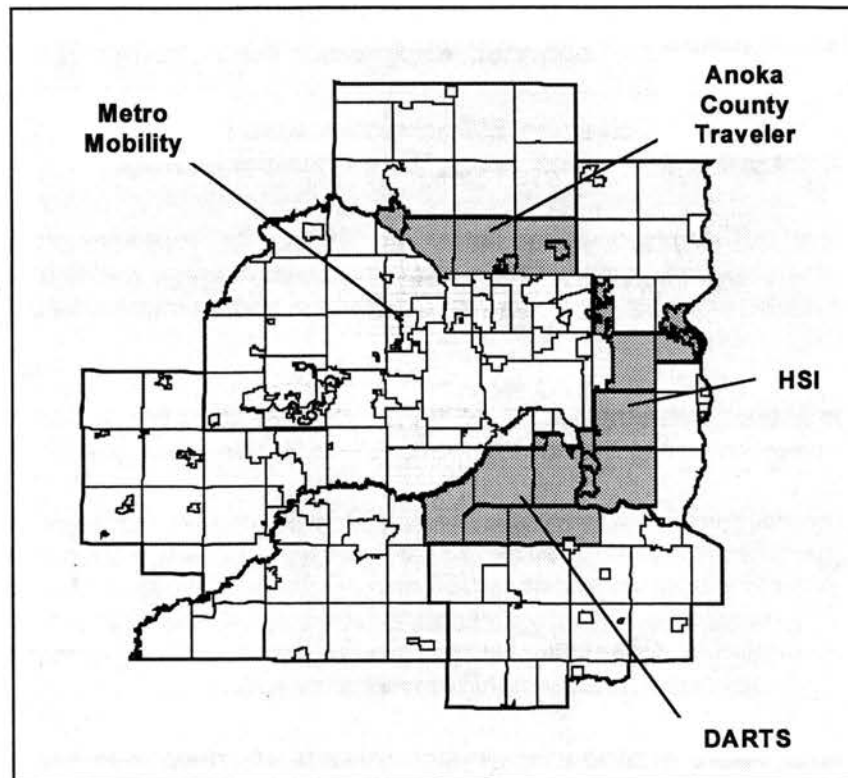


- Opt-out services – provided by Maple Grove Transit, Minnesota Valley Transit, Plymouth Transit, Shakopee and Southwest Metro – are attracting a growing number of customers.

Opt-Out Ridership

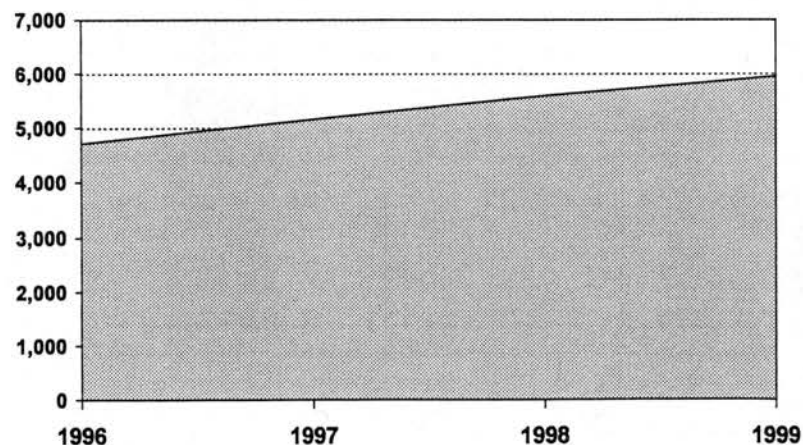


- Metro Mobility and transit providers in Anoka, Washington and Dakota Counties provide door-through-door service for people with disabilities under the federal Americans with Disabilities Act.



- Small urban and rural paratransit services provide conventional, dial-a-ride and door-to-door service in 16 small communities.
- The number of registered car pools has risen to nearly 6,000, reducing vehicle miles traveled by 4.5 million since 1996.

Registered Car Pools



Transit is good for business and employees.

- Employers see transit as an asset to their companies and employees. They're finding that transit can help them recruit and retain employees in this economy's tight labor market.
- At the end of July 1999, more than 500 companies were enrolled in a key incentive program – TransitWorks – almost double the number one year ago.
- More than 15,000 employees used Metropass, another key incentive program, to get to work. Businesses participating in Metropass realize on average a 40% increase in employee transit ridership, high program satisfaction and an improved reputation as an employer.
- Downtown Minneapolis employers rank transportation and transit as the second most important issue impacting their business's success. *Minneapolis Downtown Council*

“Transit is crucial to our ability to operate business downtown, and Metropass is a truly fabulous program. TCF knew it would be well received, but we're extremely pleased at the overwhelming positive response from our employees. We saw our employee transit use rise between 25% and 30%. We use Metropass as a recruiting and retention tool.”

– Barbara Shaw, senior vice president and director of Human Resources at TCF National Bank downtown Minneapolis

“Downtown St. Paul is experiencing dramatic growth. We need an effective transit system. Otherwise, we'll be putting limits on our growth and vitality.”

– John Labosky, president, Capital City Partnership

Transit in 2020 will be an easy-to-use, linked system that meets diverse customer needs in a fiscally responsible way and supports "smart growth" development.

Transit service will be tailored for different needs and integrated into smooth-working system.

- Super Commute service – congestion-free, high-speed, high-quality express service on exclusive right-of-way to downtown St. Paul and Minneapolis, U of M, the airport, Mall of America and other major activity centers. Freeway express buses will not operate in mixed traffic.
- Constantly improved local service – clean buses, more frequent service, more routes, longer service hours for daily commuting, shopping, recreation and personal business. The local bus system will still be the foundation of the transit system.
- Suburb-to-suburb service with hub-and-spoke operations – quick, direct trips without going downtown. Transit centers will be a focus for suburban circulators and suburb-to-suburb services.
- A fully funded system serving people with disabilities.
- Expanded transit advantages, such as high-occupancy vehicle bypasses at all freeway ramps to promote bus use and car pooling.

Transit will support smart growth development strategies.

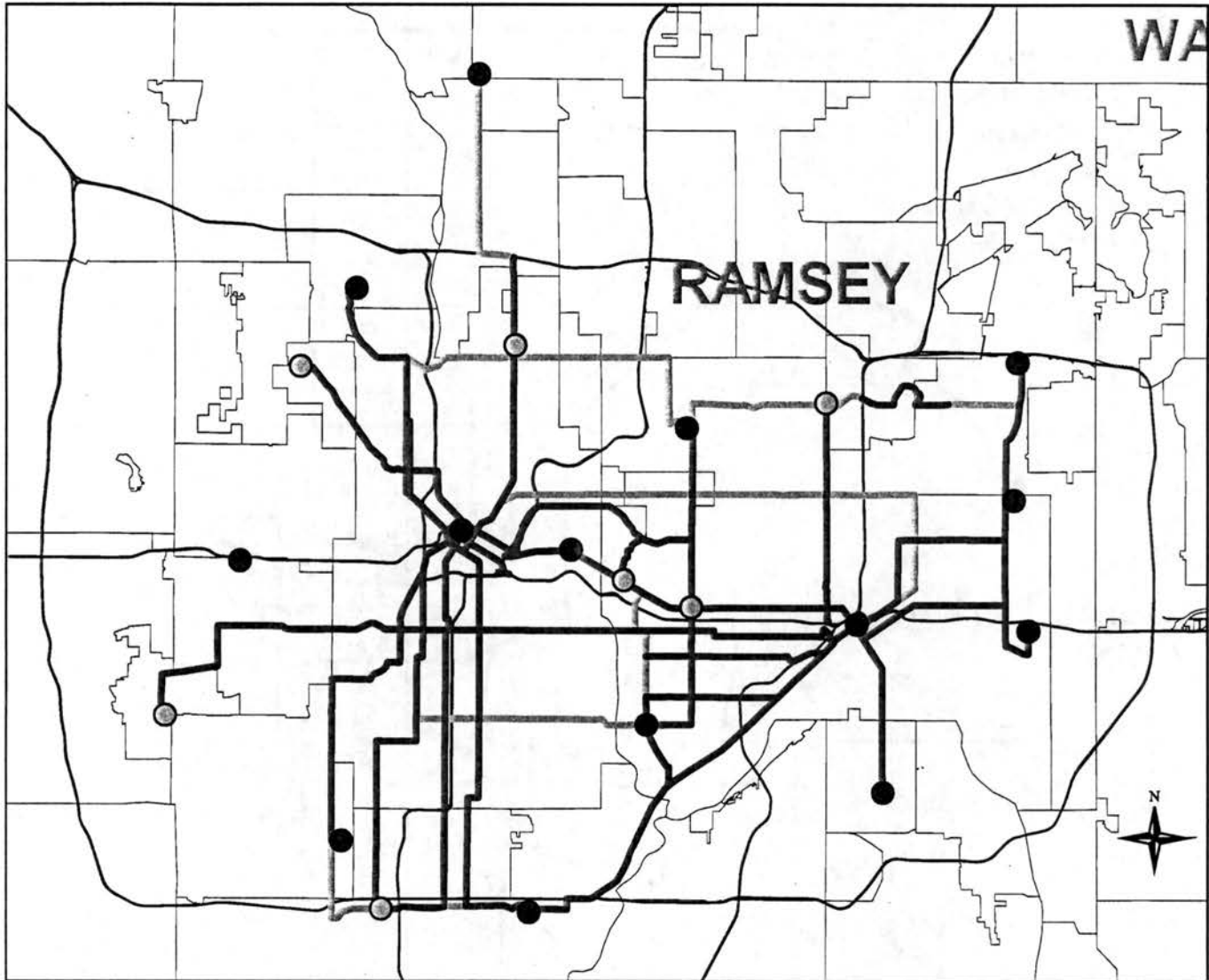
[To be added.]

Transit will offer a high-quality alternative to worsening congestion during the rush hours.

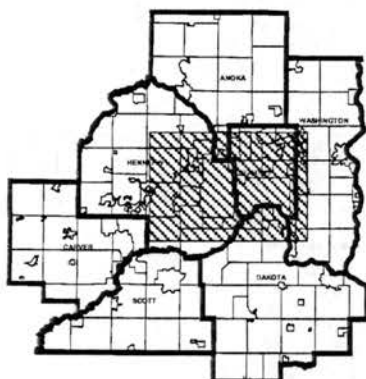
- Express service will reach "upstream" of congested highway segments to give commuters a choice of taking express transit into the downtowns.
- Exclusive rights-of-way – HOV lanes, transitways, highway shoulder lanes and commuter rail – will enable commuters to bypass highway congestion.
- New express routes and park-and-rides, increased frequency of local service, and restructured local routes will make transit convenient for more people.
- New transit products (like TransitWorks, Metropass and Commuter Check) and incentive programs will expand transit participation by employers and employees.

Arterial Transit Corridors

Twin Cities Metropolitan Area



1 0 1 2 3 4 5 6 7 8 9 10 Miles



- Existing Transit Centers
- Proposed Transit Centers
- Arterial Transit Corridors
- - Potential Arterial Transit Corridors
- Major Highways

Existing and Proposed Freeway Transit Corridors

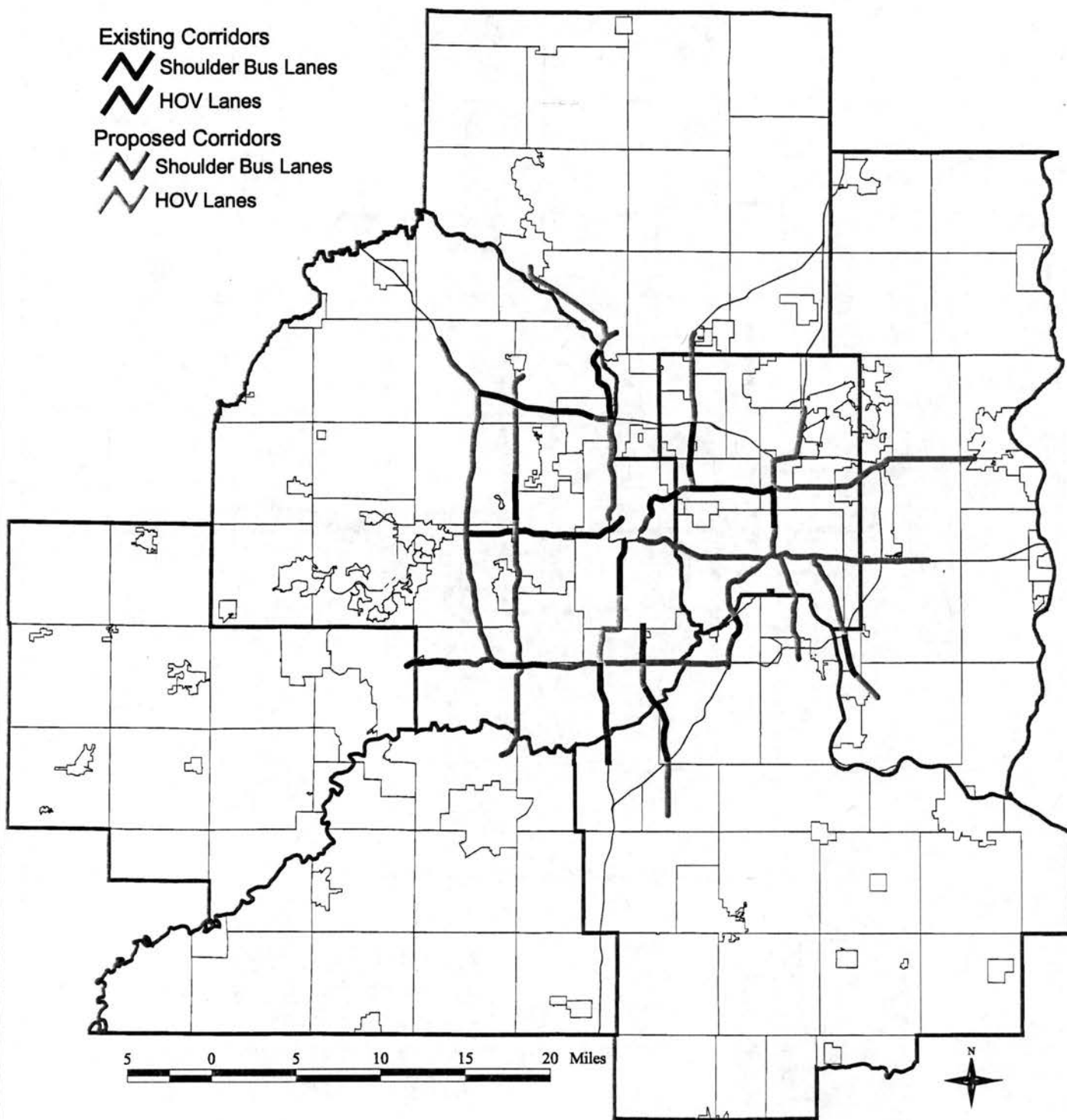
Twin Cities Metropolitan Area

Existing Corridors

-  Shoulder Bus Lanes
-  HOV Lanes

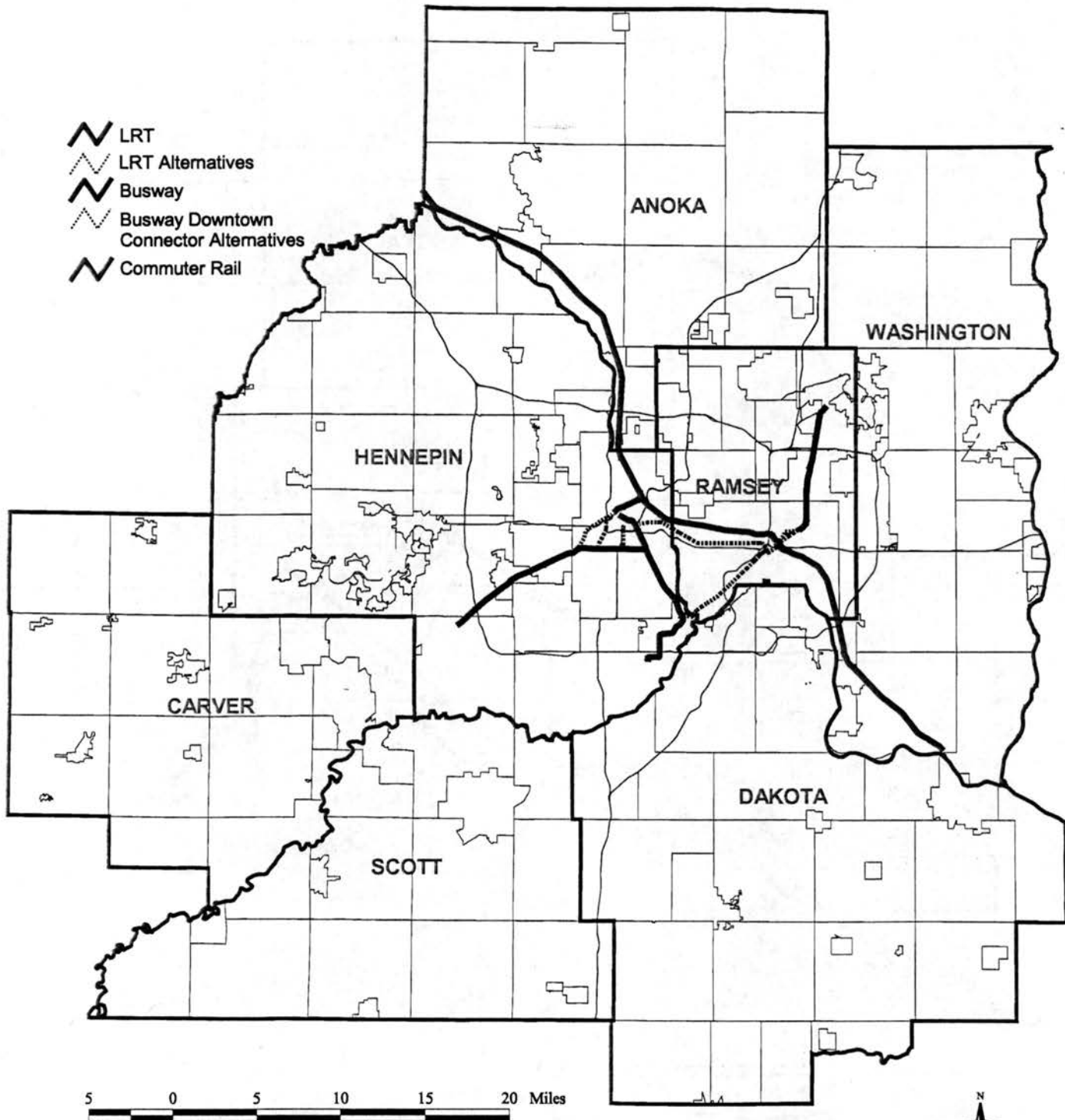
Proposed Corridors

-  Shoulder Bus Lanes
-  HOV Lanes



Transitways on Dedicated Rights-of-Way 2010 Plan

Twin Cities Metropolitan Area



Transitways on Dedicated Rights-of-Way Overall 2020 Plan

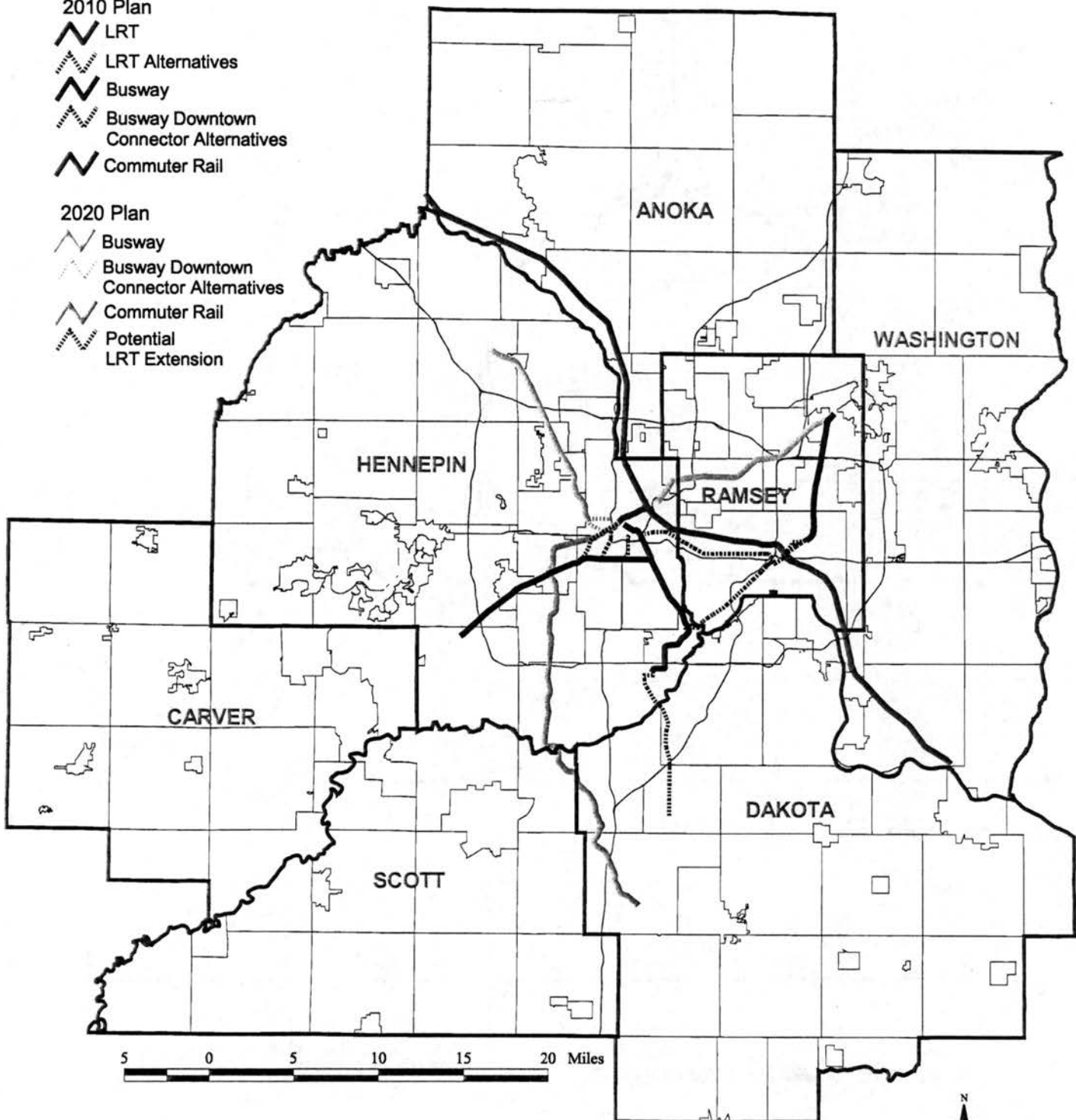
Twin Cities Metropolitan Area

2010 Plan

-  LRT
-  LRT Alternatives
-  Busway
-  Busway Downtown Connector Alternatives
-  Commuter Rail

2020 Plan

-  Busway
-  Busway Downtown Connector Alternatives
-  Commuter Rail
-  Potential LRT Extension



The goal is to double transit ridership by 2020. An expanded transit system will produce significant benefits.

- Eliminate 200,000 daily vehicle trips – the equivalent of one to two lanes of traffic in congested corridors.
- Reduce vehicle-miles traveled by 450 million miles per year.
- Save 22 million gallons of fuel per year.
- Reduce 5,400 tons of carbon monoxide emissions per year.

Transit improvements will be concentrated in the next 10 years.

- The lower-investment corridors early on (2000–2005) to produce the greatest possible benefits as quickly as possible. This will involve enhancing service along major urban/suburban arterial streets, providing bus lanes along major highways, expanding park-and-ride capacity, developing transfer points, and expanding and enhancing high-occupancy vehicle lanes.
- The bus fleet, garages and support facilities will be vigorously expanded, and bus service improved year by year so that, by 2020, the system can carry twice the ridership it does today.
- Investments for transitways will be concentrated in the next 10 years (LRT and busways) to create a critical mass of transit facilities necessary to relieve and bypass highly congested highway segments. This strategy calls for constructing at least two dedicated busways, an LRT connection to downtown St. Paul, and at least one commuter rail line.
- The non-transitway corridors could be upgraded to busways or busways to LRT after 2010, as appropriate, based on updated ridership forecasts and current travel demand.

Costs of the Plan

- **Bus System.** The total capital costs of doubling the bus system capacity are expected to be \$440 million, with additional operating costs by 2010 of \$70 million per year.
- **Busways.** Two dedicated busways would cost a total of \$220 million for capital facilities; 2010 operating costs for both busways would be \$12 million.
- **Light Rail Transit.** Two LRT lines would be operating by 2010, with the Hiawatha Line assumed to be fully funded. The cost of a second line would be about \$500 million.
- **Commuter Rail.** Two commuter rail lines are expected to cost a total of \$424 million, with annual operating costs of \$14 million by 2010.
- **Bus-Only Shoulder Lanes.** These will cost \$70 million to construct but do not require any operating costs beyond those already identified for the expansion of the bus system.

Regional Transit Master Plan Open House Schedule

The 1999 legislature directed the Metropolitan Council to prepare a regional master plan for transit that must be submitted to the legislature on February 1, 2000. The plan includes balanced bus and rail development as well as bus, busway and light rail transit investments to year 2020. A draft of this plan will be unveiled through a series of six open houses designed to gather public comments.

- **Fridley City Hall**
6431 University Ave. NE, Fridley
Municipal Center Lobby
Tuesday, December 7
4:30-7:30 p.m.
- **Maplewood Community Center**
2100 White Bear Ave., Maplewood
Room C
Thursday, December 9
4:30-7:30 p.m.
- **Hennepin County Government Center**
300 S. 6th St., Minneapolis
Monday, December 13
11 a.m.-1 p.m. (Skyway Level)
5-8 p.m. (Jury Assembly Room, Level A)
- **Mears Park Centre**
230 East 5th St., St. Paul
Thursday, December 16
11 a.m.-1 p.m. (1st Floor Lobby)
4:30-7:30 p.m. (Room 1A)
- **Knollwood Mall**
Hwy. 7 & Blake Road, St. Louis Park
Behind Center Stage (previously Sam Goody store)
Tuesday, January 4
5-8 p.m.
- **Burnsville Transit Hub**
100 East Hwy. 13, Burnsville
Thursday, January 6
4-7 p.m.

Cottage Grove City Hall
Jan. 5
7-9 PM

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Helgeson
Authorized Signature

12/6/99
Date

Board Action Requested

Minnesota Department of Transportation
Busway Study

DISCUSSION ONLY

Request Justification

See information attached.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

December 14, 1999

Board Date

Kristine A. Longhenry
Signature

December 6, 1999
Date

METRO DIVISION

One Pager

October 1999

TOPIC: Twin Cities Exclusive Busways Study

ISSUE: Feasibility of Exclusive Busways in the Twin Cities Metropolitan Area

BACKGROUND:

The purpose of this study is to determine the feasibility of linking exclusive busways with other transportation corridors and/or transportation modes including light rail transit. The study will look at a maximum of eight exclusive bus transit-ways and extensions including the Minneapolis Northwest, Minneapolis Southwest, and St. Paul Northeast alignments, which are centered on downtown Minneapolis or St. Paul. Development of exclusive busways outside of existing trunk highway rights of way will provide a higher level of service for bus riders than could be provided for them within the trunk highway right of way. Coordination with other agencies is important especially Hennepin County and Metro Transit where a similar study is being conducted within the same general area described as the Minneapolis Southwest corridor. A Twin Cities Exclusive Busways Committee comprised of representatives from Mn/DOT - Metro Division is being formed to coordinate and manage the study.

STATUS:

SEH Consulting is preparing the feasibility study through the Mn/DOT T-Contract Program. Work program tasks will include, but are not limited to:

- Incorporate future ridership forecasts conducted by SRF for the Metropolitan Council.
- Estimate operational and construction costs.
- Determine impact to regional system.
- Conduct a cost-effectiveness evaluation of alternatives.
- Evaluate and recommend design features and compatibility with the infrastructure.
- Develop staging or phasing scenarios.
- Identify environmental issues.
- Conduct an origin-destination analysis.
- Collect and use focus group data.
- Collect and use onboard surveys.
- Collect and use resident and employee surveys.
- Meet with potentially affected governments, agencies and institutions.
- Estimate ridership level based on market assessment.
- Develop a draft and final feasibility report.

The study being conducted by SRF Consulting Group for Hennepin County and Metro Transit will provide the basic methodology and assumptions for determining capital and operating costs for use in this study. Since Hennepin County and Metro Transit are already studying much of the Minneapolis Southwest corridor, consistency is considered critical as well as for comparison purposes between this corridor (i.e., SW Minneapolis) and the other exclusive busways corridors. This project commenced in mid-October 1999. The final report will be released in January 2000.

Primary Contact:

Paul Czech
Mn/DOT - Metro Planning
Project Manager
651-582-1771

Secondary Contact:

Tim Henkel
Mn/DOT - Metro Planning
Planning Director
651-582-1393

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Helgeson
Authorized Signature

12/6/99
Date

Board Action Requested

Minnesota Department of Transportation
Commuter Rail System Plan.

DISCUSSION ONLY

Request Justification

See information attached.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

December 14, 1999

Board Date

Kristine A. Longhney
Signature

December 6, 1999

Date

SECTION ONE: INTRODUCTION

Vision

Commuter rail will be planned, designed, and implemented to provide a unified, integrated, and efficient multimodal transportation system.

Background

In January 1999 the Minnesota Department of Transportation (Mn/DOT) presented the results of the Twin Cities Metropolitan Commuter Rail Feasibility Study to the Minnesota Legislature. After hearing those results the legislature passed M.S. 174.80 to 174.90 which gave the commissioner of Mn/DOT the authority to plan, design, construct, and operate commuter rail in the State of Minnesota. Further the commissioner was charged with the responsibility of developing a commuter rail system plan that would ensure that, if built, commuter rail would be part of an integrated transportation system that would interface with all other forms of transportation including light rail transit (LRT), buses, park and ride, bicycles, and pedestrians. In developing the commuter rail system plan Mn/DOT has built on the results from the Twin Cities Metropolitan Commuter Rail Feasibility Study and in particular the implementation strategy presented in the final report.

The commuter rail system plan addresses the following:

- How Mn/DOT will manage the authority provided for in legislation.
- Describes in detail the process that commuter rail corridors must follow to obtain Mn/DOT approval to move forward with implementation of commuter rail.
- Provides a single point of authority to advance commuter rail implementation.
- Establishes ground rules for the funding and financing of all aspects of commuter rail activity.
- Develops engineering standards for system components.
- Declares a framework for conducting negotiations with the host railroad(s), and
- Declares the necessity of coordination of commuter rail with all other transportation plans and transit services.

The commuter rail system plan has been developed as a prescriptive tool that ensures commuter rail will be accomplished in a cooperative and consistent manner that provides,

to the maximum extent possible, coordination among stakeholders. The system plan reinforces the legislative direction that has placed Mn/DOT in charge of the planning, design, construction, and operation of commuter rail and the system plan ensures that commuter rail will only be advanced where it is consistent with the transportation plans of affected metropolitan planning organizations and with the implementation strategy contained in the system plan itself.

Commuter Rail Implementation

The commuter rail system plan, as stated earlier, builds on the results of the Twin Cities Commuter Rail Feasibility Study and in particular focuses on the implementation strategy presented in the final report. This implementation strategy provided for a two tiered and staged implementation of six (6) commuter rail corridors and the central corridor connecting the cities of Minneapolis and St. Paul. Tier I staging was presented as follows:

- Stage 1 - Northstar corridor from Elk River to Minneapolis,
- Stage 2 - Red Rock corridor from Hastings to St. Paul
- The Minneapolis to St. Paul connection may be implemented in Stage 1 or Stage 2 and must be implemented no later than Stage 2.
- Stage 3 - Dan Patch corridor from Lakeville to Minneapolis.

Tier II included the following corridors with no staging or priority for implementation suggested:

- Bethel to Minneapolis;
- Forest Lake to St. Paul;
- Norwood-Young America to Minneapolis; and
- Extension of existing corridors.

Within the Commuter Rail System plan the implementation strategy has been modified only slightly. It has been modified by extending the Northstar Corridor termini from Elk River to the St. Cloud area reflecting the authority given to Mn/DOT to plan commuter rail beyond the seven county metropolitan area. In addition, it has been modified to reflect that the Minneapolis to St. Paul connector will be implemented with the Red Rock corridor.

Justification for these modifications include the following:

- Revised legislation provides Mn/DOT the authority to plan for commuter rail beyond the seven county metropolitan area;
- The Northstar Corridor Development Authority has actively pursued implementation of commuter rail service to the St. Cloud area consistent with its federal funding authority; and
- Mn/DOT's Commuter Rail Feasibility Study identified significant value in implementing the central corridor with the Red Rock (Hastings) corridor rather than implementing it with the Northstar Corridor. Specifically, ridership on the Red Rock Corridor is extremely dependent on through trips to downtown Minneapolis. The same is not true for the Northstar Corridor ridership dependence on trips through to downtown St. Paul.

Commuter Rail Plan Approval

Approval by affected Metropolitan Planning Organizations (MPO's) is required prior to the preparation of final design plans. Approval of the System Plan by the Metropolitan Council, for the Twin Cities Metropolitan area and the St. Cloud Area Planning Organization, for the St. Cloud area, is required.

If and when the Commissioner proposes modifications to the System Plan, the modifications will be presented to affected MPO's for approval.

Commuter Rail System Plan Maintenance

The Commuter Rail System Plan is a living document that will need to be modified, especially as real-life experience with commuter rail is gained. As the organization responsible for all aspects of planning, developing, constructing, operating and maintaining commuter rail, Mn/DOT is the logical organization to maintain the system plan. Mn/DOT will be responsible for ensuring the commuter rail plan is in compliance with local, state and federal planning and programming requirements. However, the steering committee structure that was used during the feasibility study and again to develop the system plan, presents an opportunity to maintain communication and coordination among the regional rail authorities and commuter rail corridor coordinating committees. It is recommended that the steering committee structure be maintained and utilized as a review board for maintaining the system plan.

SECTION TWO: COMMUTER RAIL PLANNING AND PROGRAMMING

Commuter rail service is dependent upon the compatibility between efficient land use policy and transit investments. Commuter rail is most successful when land use policy around stations, neighborhoods, communities, the region and ultimately the state allows for innovative, flexible and inclusive solutions.

Community Plans

Local communities play a large role in the success or failure of commuter rail service, especially in the initial stages of implementation. It is imperative that communities, along with affected Metropolitan Planning Organizations and Mn/DOT, partner and address issues that ensure the success of the community and of commuter rail service. In order to maximize commuter rail service and community opportunities, local land use planning must recognize the potential impacts of commuter rail investments. Mn/DOT will work with local units of government to ensure their voice is heard while commuter rail is being explored as an investment option for the people of Minnesota. To meet this commitment, Mn/DOT will:

- Coordinate with local planning process(es);
- Work with commuter rail coordinating committees in commuter rail corridors; and
- Provide consistent and timely information and feedback.

Mn/DOT will work with communities to use commuter rail as a tool to create more vital, economically sound and livable communities for all to enjoy.

Metropolitan Council

The Commuter Rail System Plan reflects the planning and policy decisions outlined in the Metropolitan Council's *Regional Blueprint*, *Transportation Plan* and *Metropolitan Master Transit Plan* and initiatives such as *Smart Growth*. These plans and initiatives underscore the importance for commuter rail service in the region to be integrated with other transit options, correspond to regional growth strategies, accessible, and maximize public investments in livable communities.

The Minnesota Department of Transportation (Mn/DOT) will coordinate with the Metropolitan Council (Council) to address critical policy directions, in terms of commuter rail investments, for the region that encourages economic growth, fosters reinvestment in distressed areas and preserves the natural environment.

Mn/DOT will work cooperatively with the Council to ensure that commuter rail service will support travel-time advantages for transit, improve transit service reliability and increase transit accessibility to jobs.

In addition to the above planning principles, Mn/DOT will work with the Council to achieve the region's smart growth strategies.

Minnesota Department of Transportation

- ***Mn/DOT Strategic Plan***

The Mn/DOT Strategic Plan envisions a coordinated transportation network that provides safe, user-friendly access and movement, and responds to the values of Minnesota's citizens. In its mission to develop Minnesota's coordinated transportation network, Mn/DOT is committed to promote and support connections among transportation systems, such as light rail, commuter rail and bus transit. In its efforts to promote and support such connections, the department has developed a Commuter Rail System Plan that articulates how this piece of the transportation network will be developed.

Mn/DOT has four strategic objectives – information, multi-modal, inter-regional corridors, and program delivery. The multi-modal objective aims to increase travel options for people and for moving goods that enhance the economic vitality of the state; provide safe, timely and efficient movement of people and goods; and improve the quality of life.

- ***Statewide Transportation Plan***

One of several action items related to achieving the multi-modal objective specifically states that Mn/DOT will update the Statewide Transportation Plan to place more emphasis on the development and integration of all modes, including commuter rail. A second action item states that Mn/DOT will partner with the Metropolitan Council to develop a regional master plan for transit that integrates LRT, commuter rail, bus ways and other transit services.

- ***District and Office Plans – Business and Strategic***

In addition to a Statewide Transportation Plan, each district and office within Mn/DOT has developed a working unit level strategic plan and business plan. These plans focus more locally on how to carry out specific action items, and deliver products and services that best achieve the department's strategic objectives. Mn/DOT will ensure that commuter rail activities are incorporated into strategic plans, business plans as well as Transportation Improvement Plans of affected districts and offices.

Programming of Commuter Rail Projects

- ***Feasibility Studies***

Feasibility studies are generally conducted when further information or detail about a given topic is necessary. In 1997, the Minnesota Legislature required that such a study be conducted to determine the plausibility of a commuter rail system in the Twin Cities Metropolitan Area. Several factors were evaluated as part of the study, including

ridership, capital and operations and maintenance costs, measures of cost-effectiveness, perceived opportunities, and implementation barriers. Upon conclusion of the feasibility study, six corridors were identified as feasible commuter rail routes in the Twin Cities Metropolitan Area.

- ***Advanced Corridor Plans***

In 1998, the Minnesota Legislature asked Mn/DOT to develop a Commuter Rail System Plan that would articulate necessary engineering standards, as well as provide guidance for advanced corridor planning. Advanced corridor planning is defined by legislation to address the following:

- Contain a physical design component that identifies the physical design of facilities;
- Specify track and signal improvements;
- Address handicapped access;
- Specify intermodal coordination and connections with bus and light rail transit operation and routes;
- Project ridership, capital costs, operating costs and revenues;
- Identify sources of funds for operating subsidies and funding for final design, construction and operation;
- Describe an implementation method;
- Describe a plan for public involvement and public information;
- Define anticipated agreements with the railroads; and,
- Address land use impacts.

From advanced corridor plans, preliminary engineering plans are developed and from there, final design documents are prepared.

Federal Planning Requirements

Mn/DOT will align the commuter rail planning and programming process to follow the New Starts Criteria (Title 49, United States Code, Section 5309) for construction of new fixed guideway systems and extensions. The New Starts Program, a capital investment program, will guide planning and programming of commuter rail service in the areas of mobility improvements, environmental benefits, operating efficiencies, and cost effectiveness. To become eligible for federal capital investment funds, the proposed project must emerge from the metropolitan and/or Statewide planning process. In addition, a corridor-level analysis of mode and alignment options must be performed. This alternatives analysis (advanced corridor planning) will provide information on the benefits, costs and impacts of alternative strategies, leading to the selection of a locally-preferred solution to the community's mobility needs. When this work is completed, Mn/DOT will submit the application to the Federal Transit Administration (FTA) for preliminary engineering that contains documentation of the following items:

- Project justification;
- Mobility improvements;
- Environmental benefits;
- Operating efficiencies;
- Cost-effectiveness;
- Local financial commitment; and
- Land use policies and smart growth initiatives.

FTA will then evaluate the proposed project and determine whether or not to advance the project into preliminary engineering. Note, FTA approval to initiate preliminary engineering is not a commitment to fund final design or construction activities.

Upon approval, project costs, benefits and impacts are further refined. In addition, environmental impact statements are prepared, project management concepts are finalized and required funding sources are put into place. FTA will then evaluate the proposed project and determine whether or not to advance the project into final design. Final design is the last phase of project development, and includes right-of-way acquisition, utility relocation, and the preparation of final construction plans and detailed cost estimates, and bid documents. The final design state cannot be initiated until environmental requirements have been satisfied and documented. Once FTA has approved the final design element of a project, FTA may propose to grant a Full Funding Grant Agreement with the project sponsor.

A Full Funding Grant Agreement (FFGA) with the federal government is the mechanism for the state to receive funding assistance under the New Starts Program. The FFGA defines the project cost, time lines and outlines the maximum level of federal investment of the project. This agreement with FTA will be managed by Mn/DOT, as the project sponsor.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

6

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Helgeson
Authorized Signature

12/6/99
Date

Board Action Requested

Authorize staff to issue a request for proposals for the Central Corridor public education program.

ACTION IS REQUESTED

Request Justification

See attached resolution and request for proposal.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

December 14, 1999

Board Date

Kristine A. Longhewy
Signature

December 6, 1999
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, Ramsey County Regional Railroad Authority has undertaken a Transit Study for the Central Corridor; and

WHEREAS, A major element of the project is working with the community, both those immediately impacted in the corridor and the community at large, on transit improvements; and

WHEREAS, Work on this corridor is funded 80% by a federal grant; and

WHEREAS, Knowledge of the community and its residents is important in eliciting opinions of key stakeholder and nontraditional stakeholders; Now Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes its Director to issue a request for services to assist in implementing the community involvement plan for the Central Corridor Transit Study; and Be It Further

RESOLVED, That milestones and outcomes will be requested in the request for proposals so that key points in the project are identified and measurable results are obtained for the work undertaken.

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

Tony Bennett, Chairman

By: _____
Rafael E. Ortega, Secretary

REQUEST FOR PROPOSALS
CENTRAL CORRIDOR TRANSIT STUDY

December 8, 1999

Ramsey County Regional Railroad Authority is soliciting proposals for services relating to community education for the Central Corridor Transit Study in St. Paul and Minneapolis, Minnesota.

The Central Corridor Transit Study is a process for making decisions on investments in transit for the corridor connecting downtown St. Paul and downtown Minneapolis. The purpose of the study is to identify with the community transit alternatives that will address problems, needs and opportunities in the Central Corridor and develop a recommended course of action for implementation of the alternatives.

The contents of this request for proposals are:

1. Instructions to proposers
2. Background on the Central Corridor
3. Consultants' proposal
4. Draft contract

1. INSTRUCTIONS TO PROPOSERS

1.1. SUBMISSION OF PROPOSALS

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

Kathryn DeSpiegelaere
Director
Ramsey County Regional Railroad Authority
665 Ramsey County Government Center West
St. Paul, Minnesota 55102

Proposals must be received no later than 2:00 PM on Tuesday, January 18, 2000. Proposals received after that time and date will not be eligible for consideration.

The proposer shall submit 20 copies of its proposal to the above address.

1.2 CLARIFICATIONS AND ADDITIONS

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

1.3 CONTACT PERSON

The proposer's sole point of contact for this proposal is Kathryn DeSpiegelaere, 651-266-2762. No contact regarding this RFP is to be made with Board members of RCRRA or other members of the consultant team for this study.

1.4 PROPOSAL FORMAT

Proposals shall be prepared single sided on 8 ½" by 11" paper. The proposal should be clear when reproduced in black and white. No more than 10 pages of materials are desired.

1.5 EXCEPTIONS/DEVIATIONS

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

1.6 CONTRACT AWARD

Issuance of this RFP and receipt of proposals does not commit RCRRA to award a contract for the proposal work.

RCRRA reserves the right to:

- Reject any and all proposals
- Cancel the entire request for proposals
- Issue a subsequent request for proposals
- Negotiate with any, all or none of the proposers
- Withhold part of the budget and contract separately for individual work elements

The issuance of this RFP does not commit RCRRA to enter into a contract or to pay for any costs incurred in preparing as response to the RFP. RCRRA reserves the right to have a consultant carry out a subtask independently and to have this work coordinated with that of the primary contractor for the Major Investment Study.

1.7 CONTRACT TYPE

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

1.8 SCHEDULE AND BUDGET

The proposal should identify an hourly rate, direct costs by individual and by firm and a total not to exceed maximum. An 18 month contract should be assumed.

1.9 SCHEDULE

The consultant will be selected in accordance with the following approximate schedule:

Issue request for proposals: December 14, 1999

Proposals due: January 18, 2000

Interviews of selected proposers if held: January 28, 2000

1.9 PROPOSAL EVALUATION

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

Experience of the firm in projects with similar characteristics

Experience of the key personnel assigned to the project

Experience of the project manager

Availability of the project manager and team

The comprehensiveness, creativity, appropriateness and quality of the proposed work plan

Demonstrated results in performing comparable work

Demonstrated ability to follow through on tasks in a timely manner and document results at each stage of the project

Cost relative to proposed level of effort and products

Ability to perform work within a budget

Any other factors determined to be relevant by the review team

2. BACKGROUND ON THE CENTRAL CORRIDOR

2.1 LOCATION

The Central Corridor is located between downtown St. Paul and downtown Minneapolis. It will include analysis of the area between I-

94 and the Burlington Northern Southern Mainline. It will include areas in both Hennepin and Ramsey Counties. A map of the corridor is attached.

2.2 PREVIOUS STUDIES OF THE CENTRAL CORRIDOR

The Central Corridor was the priority corridor for a major transit investment for the Twin Cities region for many years. Currently, the Hiawatha Corridor in Minneapolis is scheduled to be the first location for implementation of light rail transit in the region.

The Central Corridor was studied for light rail transit and bus improvements in three previous Draft Environmental Impact Statements in the 1980's and 1990's and two previous federal Alternatives Analyses. The studies were completed, but the ability to implement the locally preferred alternative (light rail transit) was not realized. Non-federal preliminary engineering was completed for the Central Corridor in the early 1990's for an alignment generally along University of Minnesota Transitway/Soo Line/I-94.

The Central Corridor has also been studied for commuter rail as part of the Minnesota Department of Transportation's Commuter Rail Study completed in 1999. The Central Corridor was recommended as one of the first segments of commuter rail to be completed if commuter rail is implemented in the region. Currently, work is underway on the Northstar Commuter Rail Corridor from downtown Minneapolis to St. Cloud. Previous work prepared by other consultants should be used to the maximum extent.

2.3 DUAL APPROACH

The Central Transit Corridor Study will have a dual approach.

A. The Central Corridor must link downtown St. Paul and downtown Minneapolis. It must also provide a convenient link to the Hiawatha Corridor. Studies will be completed of that linkage along two or three alignments, I-94 to a limited extent, University Avenue, and Burlington Northern Southern Mainline/Energy Park Drive. Once

an alignment has been selected, planning, environmental and engineering studies will be conducted of the selected alignment, using the appropriate methods to meet Federal Transit Administration requirements. It should be assumed that alternatives for these alignments will include reevaluated light rail transit, busway and bus improvements. The corridor will link with the Riverview Transit Corridor in downtown St. Paul. A specific alignment in downtown St. Paul has not been determined for the Riverview Corridor, nor has a technology decision yet been made for this corridor currently in the Major Investment Study process. Service to transit generators at the University of Minnesota, the State Capitol, and connections to commuter rail will be important.

B. Between downtown St. Paul and downtown Minneapolis, a commuter rail study is to be conducted. The alignments to be analyzed will include the Soo Line/Short Line/CP Rail/Ayd Mill Road/Amtrak route and the Burlington Northern Southern Mainline. Service to transit generators at the University of Minnesota will be important. Connections should be assumed to the Northstar Corridor from St. Cloud and the Red Rock Corridor from Hastings.

It should not be assumed that a single locally preferred alternative will be selected by RCRRA for the Corridor. It is likely that processes A and B will each result in a locally preferred alternative.

3. CONSULTANTS' PROPOSAL

3.1 LETTER OF TRANSMITTAL

Address the letter of transmittal to:

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

The letter of transmittal must include the following:

The name, address and phone number of the consultant

Indicate the ability to provide resources adequate to completing the project

Acknowledge receipt of any additions to the RFP, if any

A minimum of three references and their telephone numbers

A one page summary of the consultant's proposed approach to the Central Corridor community education program

Indicate ability to comply with contract conditions, particularly the insurance provisions.

3.2 QUALIFICATIONS AND EXPERIENCE

Identify and discuss similar projects (experience with public education, public communication, working with nontraditional stakeholders on public policy issues, visual and verbal representation of public policy issues) undertaken by consultant team within the last five years. Experience with transit issues is not a necessity. Demonstrate and document the actual responsibilities on the project.

3.3 WORK PLAN

The work plan should include:

- (a) Identification of goals for community education and community involvement in the Central Corridor
- (b) Recommended research of issues, key stakeholders and audiences, including methodology
- (c) Development of a plan for community education and involvement which addresses key messages, key audiences, and offers a range of techniques for involving the public with

associated costs and effectiveness probability. The plan should include benchmarks, outcomes, and measures of effectiveness.

- (d) Implementation of the community education plan
- (e) Timeline for the plan elements
- (f) Information on personnel assigned to implement the plan
- (g) Budget for executing the plan
- (h) References

Deliverables:

- (a) Community education plan
- (b) A record of oral and written public comments
- (c) A work plan and budget for the next phase of Central Corridor transit work will be required at the conclusion of this process
- (d) Quarterly reports will be provided summarizing the activities undertaken and their relevance to the project
- (e) A final report summarizing the community education activities undertaken, evaluating them and making recommendations on what worked well and what modifications should be considered will be required.

Additional deliverables will result from the proposed plan to be prepared by the consultant.

Additional considerations:

The plan should include ways to reach audiences in the Central Corridor that are culturally and economically diverse.

This work will be coordinated with engineering, environmental and planning activities being undertaken under a separate contract. Ramsey County Regional Railroad Authority has previously authorized staff to negotiate with BRW on the engineering, environmental and planning work for the Central Corridor.

4. CONTRACT CONDITIONS

The following terms and conditions, together with any necessary federal or state requirements, shall be incorporated into the agreement with the successful proposer.

A draft contract is attached.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

7

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. H. Spengler
Authorized Signature

12/6/99
Date

Board Action Requested

Ramsey County Comprehensive Plan for Transportation, Transit and Surface Water Management – adopt issue papers of Public Involvement, Transit, Travel Demand Management (TDM) and Parking

ACTION IS REQUESTED

Request Justification

See attached issue papers.

These papers have previously been reviewed by the RCRRA and have been circulated for review to cities.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

December 14, 1999

Board Date

Kristine A. Longhewy
Signature

December 6, 1999
Date

RAMSEY COUNTY'S
COMPREHENSIVE PLAN

for

TRANSPORTATION, TRANSIT AND SURFACE
WATER MANAGEMENT

1999 - 2020

ISSUE PAPER

PUBLIC INVOLVEMENT

Define issue and how it relates to the vision:

Public involvement is a critical component of government service. Because government agencies represent citizens, they must engage the public as a participant in the development of its services, projects and policies. Public involvement is crucial to the successful development and implementation of County transportation projects; citizen involvement leads to increased public support.

When a transportation facility is improved it often involves corridor decisions affecting communities far removed from the project, in addition to those decisions involving adjacent properties. As a result, a transportation improvement project can be extensive, with far-reaching consequences and an even greater requirement for comprehensive public involvement.

Ramsey County Public Works utilizes public involvement tools to achieve the following goals:

- Increasing the public's knowledge of transportation;
- Increasing the public's knowledge of the County's role in transportation;
- Involving the public in transportation decisions;
- Gaining acceptance for proposed actions;
- Gathering opinions about transportation issues from a broad cross section of County residents, not just from special interest groups or the vocal minority;

- Communicating with citizens: obtaining and incorporating citizen feedback;
- Complying with state and federal requirements in soliciting comments regarding the County roadway system.

To accomplish the County's public involvement goals, and for public involvement to be most successful, the County must consider the following factors:

- When to apply a particular public involvement method;
- How many public involvement methods should be utilized for each project;
- The costs of the involvement effort;
- Applying the results of public involvement;
- The overall effectiveness of a public involvement method.

A more formal, organized system of public involvement should be developed for use by the County. The County should develop a tool box of public involvement methods for use in engaging the public in implementing transportation projects. The tool box approach will allow a project manager to choose the method of public involvement that will work best for a given set of conditions. A multitude of tools is needed because each project and situation is different.

Each public involvement tool should be geared to a particular transportation project, or project stage. For example, at the planning stage formal hearings are conducted. However, one-on-one discussions are conducted to address right of way issues. The public involvement tool used depends on a project, and the stage of that project. The selection of the public involvement tool needs to be based on the objectives and goals of the project, the message being delivered, and the audience it is being delivered to.

The County land use vision supports decision making at the lowest practical level to encourage and enhance community identity and citizen involvement.

The County transit vision encourages citizens to participate in the planning for existing, new, and future transit technology, and the County to inform the public of changes and improvements to transit service in a way which encourages transit use, and to promote transit use through education and promotional programs.

The thoroughfares and highways vision states that Ramsey County will be proactive in clarifying the consequences of travel decisions, and will encourage and provide opportunities for citizens to assess transportation problems and choices prior to initiating physical development.

The surface water management vision states that government agencies will cooperate to develop and use the most efficient and effective tools for managing water resources, placing emphasis on involving citizens in decision making.

Existing Conditions of issue:

According to a County-wide departmental survey on public involvement methods conducted by the Policy Analysis and Planning Department, several public involvement observations emerged within the County. In general, the more personal the contact, the more impact the public involvement method is and the more effective it is. The more approachable the County is perceived, the more real the County becomes to citizens. The least effective tools include public hearings, required newspaper ads and public forums as these methods are too formal and impersonal. Another finding is that citizens who are directly impacted by an issue or project are the most active and involved. Staff attitude is a key element in using public involvement effectively: staff must be willing to welcome, listen and, if feasible, incorporate citizen comments and feedback.

Expectations based on current trends:

Public involvement techniques will get more attention as neighborhoods diversify and technology becomes more available. Many government agencies use a website to both distribute information to, and collect feedback from, citizens.

Ramsey County will continue to utilize the variety of public involvement tools at their disposal, and will research new tools for possible inclusion in the tool box. (Table XXX.)

What needs to be done to influence the future and change the expectations?

Consolidate public involvement tools. Select a variety of tools that *provide* information to citizens, and a variety of tools that *receive* information from citizens, and refine these to include the most appropriate public involvement tool(s) for each project, or stage of project, as determined through trial and error and citizen feedback.

County staff should be provided training on how to select and implement the most effective public involvement tool(s) for a project, or stage of project.

Ramsey County will continue to evaluate public involvement tools with citizens to insure the most effective tools are being utilized.

What role does the County play in this issue?

Ramsey County will develop a tool box of public involvement methods for use by the County.

Ramsey County will train staff on public involvement methods.

Ramsey County will periodically evaluate public involvement tools to ensure that the most effective tools are utilized.

Ramsey County will periodically research new public involvement methods for possible inclusion in the tool box.

What policy is/should be in place to make the County play the role it should play?

A policy of conducting an open public involvement process when County funds are expended on a transportation improvement project. (Required by County Board Resolution 9-1272.)

A policy creating a tool box of public involvement methods. A tool would be created for various project conditions, and County staff would be trained to implement the appropriate public involvement tool.

RAMSEY COUNTY

TOOLBOX OF PUBLIC INVOLVEMENT TECHNIQUES

Type of Public Involvement Tool	Pros of Public Involvement Tool	Cons of Public Involvement Tool	Comments on when Tool Used Most Effectively
Public Meetings/Hearings - Feedback tool, designed to create a dialogue with citizens to gain feedback in program planning/execution - Meetings present information to the public and obtain informal input from residents. Used throughout planning. - Hearings are more formal events, held prior to a decision point. A hearing gathers community comments and positions for public record. Required by Federal law for many transportation projects	- Anyone may attend - Receive community comments - Facilitates participation - Help monitor community reactions to agency policy, proposals, and progress - One meeting can address several related projects or community planning issues - Public meetings are flexible and can be tailored to agency and community needs	- A small percentage of the public attends public meetings/hearings - Meetings do not always allay community doubts about agency credibility - Resource and staff needs can be substantial	- Effectively disseminates information - Input to decisions or plans is collected - Meetings are an effective vehicle for presenting proposals and gathering input - Hearings tend to bring out the vocal minority - Hearings are least effective; need public support prior to a hearing
Small group meetings/focus groups - Feedback tool, designed to create a dialogue with citizens to gain feedback in program planning/execution - Obtain input on specific areas from individuals familiar with the facility or activity	- Provides two-way communication, participation - Gives agencies a chance to directly respond to comments - A single meeting can address several related projects - Explores attitudes in depth - Focus groups need not be time-consuming - Larger meetings are more effective	- Requires commitment from both the agency and the public - Solely qualitative responses - No public consensus - Meetings must be frequent enough to demonstrate agency concern about public involvement. - A small percentage of the public attends meetings	- Most effective with a specific charge and short time period - Restart public involvement or move it forward - Used before issues reach an impasse or if participants are feeling excluded - Used in either planning or project development to prioritize issues or work on action items

RAMSEY COUNTY

TOOLBOX OF PUBLIC INVOLVEMENT TECHNIQUES

Type of Public Involvement Tool	Pros of Public Involvement Tool	Cons of Public Involvement Tool	Comments on when Tool Used Most Effectively
Public Opinion Surveys - Feedback tool, designed to create a dialogue with citizens to gain feedback in program planning/execution - Person to person tool, designed to inform citizens about County activities - Survey a sample group of people via a written questionnaire, or through interviews in person, by phone, or by electronic media	- Portray community, or segments of the community, perceptions and preferences - Identify community interests and concerns - Can test whether opinions are changing - Agency can respond to survey information - Informal surveys relatively inexpensive	- Surveys not interactive - Survey results may not reflect the entire community's view, especially in the case of informal surveys - Scientific surveys are expensive because of the complexity of drawing a sample population or structuring the questions asked	- Used to gauge customer satisfaction - Can be taken at almost any time during a process. If used carefully and repeated over time, surveys can keep an agency well-informed of changes in public knowledge of a transportation project, and community preferences within that knowledge
Public Information Materials - Material tool, designed to inform citizens about County activities - Materials that provide information about a County investment - Advertising, brochures, fact sheets, newsletters, notices, press releases, etc.	- Provide basic information in a fast, concise, and clear way - Information easily updated - People can easily find information - Target a broad public - Material can be targeted to a specific project or stage - Can help people decide to participate	- Requires distribution - Not usually interactive - Events can overtake public information material; needs can be determined by default, even with prior planning - Production time can be significant - May be perceived as public relations and not public involvement	- Brochures, pamphlets, fact sheets very effective in response to community requests for information - Press releases effective and often lead to future articles. - General materials serve as background information - Important events or decisions can be highlighted

RAMSEY COUNTY

TOOLBOX OF PUBLIC INVOLVEMENT TECHNIQUES

Type of Public Involvement Tool	Pros of Public Involvement Tool	Cons of Public Involvement Tool	Comments on When Tool Used Most Effectively
On-line services - Feedback tool, designed to create a dialogue with citizens to gain feedback in program planning/execution - Material tool, designed to inform citizens about transportation activities - Provide round-the-clock communication through a computer	- Give and get information when convenient - Connect people to a network of sources – e.g. federal, state, local sources - Used at any stage of planning - Develop a mailing list - Offer privacy to people who dislike speaking in front of a group - Surveys can be given on-line	- Use is limited due to access, expense, and skill requirements - Participants do not represent the entire community - Information overload is a potential problem	- General information and updates on programs and services - Best used to improve and expand opportunities for communication - Over time, on-line services strengthen public involvement programs as a means of communication and information exchange
Interactive Video Displays and Kiosks - Feedback tool, designed to create a dialogue with citizens to gain feedback in program planning/execution - Material tool, designed to inform citizens about County activities - Similar to automatic teller machines, offering menus for interaction between a person and a computer	- Reaches people who do not normally attend meetings - Elicit specific responses, acting as a survey instrument - User can enter a special request, join a mailing list, and/or submit input - Used in a variety of locations; either stationary or mobile - Visual communication is powerful; large amounts of information delivered in a relatively short time period - Conveys complex material in easily-digested segments - Can be multi-lingual	- Expensive to develop - Use is limited due to access and skill requirements - Software purchase may be a high up-front cost - Maintenance costs are incurred, e.g. keeping screen clean - Potential vandalism is a factor in site selection - Liability issues may be associated with location of displays. Stationary and movable should be insured	- Provides information from an agency to the public - Supplements other methods of dissemination, thus conserving staff resources - Collects information from the public for agency analysis - Displays offer agencies flexibility in controlling and directing where a message goes; specific audiences can be targeted.

RAMSEY COUNTY

TOOLBOX OF PUBLIC INVOLVEMENT TECHNIQUES

Type of Public Involvement Tool	Pros of Public Involvement Tool	Cons of Public Involvement Tool	Comments on When Tool Used Most Effectively
Citizen Jury® • Feedback tool, designed to create a dialogue with citizens to gain feedback in program planning/execution • Person to person tool, designed to inform citizens about County activities (presentation to elected officials, tours or field trips, speakers at public meetings) • Developed by The Jefferson Center for New Democratic Process • A jury of 18-24 citizens meets for one week to examine public policy issues and present their findings to decision makers and to the community at large • Process: advisory committee, telephone survey, jury selection, witness selection, charge, hearings, recommendations	• Random selection yields a demographically representative panel • Public policy decision makers hear from a broad cross section of citizens, rather than from just the vocal minority • Decision makers learn what an informed public wants, and why – beyond yes/no • Involves citizens in high quality dialogues about key issues • Increased public support for the resulting policy • Citizen input from a group that is both informed and representative of the public	• Time intensive • Expensive • Decision makers need to consider possibility that the Citizen Jury® may not give the answer(s) they want to hear – Jury has a lot of power • Must be conducted, or closely monitored, by The Jefferson Center	• More effectively used at the beginning of a process so that Citizen Jury® input can be utilized

RAMSEY COUNTY

TOOLBOX OF PUBLIC INVOLVEMENT TECHNIQUES

Type of Public Involvement Tool	Pros of Public Involvement Tool	Cons of Public Involvement Tool	Comments on When Tool Used Most Effectively
Task Force - Feedback tool, designed to create a dialogue with citizens to gain feedback in program planning/execution - A group is assigned a specific task, with a time limit for reaching a conclusion and resolving a difficult issue - Membership usually includes local people and/or representatives from local governments, transportation groups, civic or business groups, consumer organizations, and /or interest groups, appointed by elected officials or agency executives	- Helps resolve impasses through a participatory process - Decisions can be expected to have broad community support. Task force members represent a broad cross-section of interests, helping to legitimate the process and decisions - One-on-one contact	- Process is long and expensive; an extensive number of meetings and presentations is required - Participants must make an extensive commitment to the process - A high degree of facilitation skill is required - Significant resources are required; facilitator training, technical support, time, etc.	- Deals with high-profile issues that have generated significant public or media attention and community polarization - Breadth of representation is accompanied by depth of probing; brings together a wide range of opinions to assist in exploring issues - Can be used productively at any time in a complex project or planning study, but due to time and cost commitments, it is often used to resolve an impasse

Source: U.S. Department of Transportation: Federal Highway Administration, Federal Transit Administration; Ramsey County Policy Analysis and Planning Division

This work will be coordinated with engineering, environmental and planning activities being undertaken under a separate contract. Ramsey County Regional Railroad Authority has previously authorized staff to negotiate with BRW on the engineering, environmental and planning work for the Central Corridor.

4. CONTRACT CONDITIONS

The following terms and conditions, together with any necessary federal or state requirements, shall be incorporated into the agreement with the successful proposer.

A draft contract is attached.

Mayasich, Timothy

From: Eiler, Stephanie [SCEiler@PUBSERV.CO.ANOKA.MN.US]

Sent: Friday, November 05, 1999 12:45 PM

To: 'Timothy.Mayasich@co.ramsey.mn.us'

Cc: Olson, Jon

Subject: Review comments: Ramsey County Comprehensive Plan

Dear Mr. Mayasich,

Thank you for sending draft issue papers related to Transit and Public Involvement chapters of the Ramsey County Comprehensive Plan for review.

We have no specific comments to add, but we do commend you on the attention to the need to clarify the consequences of travel decisions to the public, and to matching public involvement techniques to the task and audience.

Stephanie Eiler, for
Anoka County Highway Department

Mayasich, Timothy

To: Sandy Cullen

Subject: RE: Comp Plan Issue Papers for Ramsey Co

I believe the committee stayed with staff recommendations on the remaining issues. There may have been some minor deviations from what staff was recommending.

-----Original Message-----

From: Sandy Cullen [SMTP:Cullen@co.washington.mn.us]

Sent: Monday, October 25, 1999 11:43 AM

To: Timothy.Mayasich@Co.Ramsey.MN.US

Cc: Johntz.CFS.COMM_SERVER@co.washington.mn.us

Subject: Comp Plan Issue Papers for Ramsey Co

* { Hi Tim:

We have no comments on you issue papers you sent on Oct 18:
Transit, TDM, Parking, Public Involvement.

Sandy

PS: Did the F & P committee take the staff recommendations for the rest of the stuff after I left about 3:40pm?

||

RAMSEY COUNTY'S COMPREHENSIVE PLAN

for

TRANSPORTATION, TRANSIT AND SURFACE WATER MANAGEMENT

1999 – 2020

ISSUE PAPER

TRANSIT

Define issue and how it relates to the vision:

Transit is an integral part of the transportation vision. Transit is defined as public ride sharing. It includes buses, light rail, heavy rail, commuter rail, personal rapid transit, bus rapid transit, services for elderly and disabled, shuttles, vanpools and carpools.

Transit, as described in the *Metropolitan Transportation Policy Plan*, "plays a number of roles within the metropolitan area. Transit is an attractive alternative to driving alone for many people. Transit supports the region's growth and economic vitality by providing essential access to economic centers and labor markets. Transit is a necessity in many people's lives, providing basic transportation for those who use it as their primary means of travel. Finally, transit enhances community livability by reducing auto trips, conserving energy and reducing pollution."

Transit helps shape the region by providing an attractive, economic, and efficient alternative to the private automobile. Quality transit service providing access to employment, education, entertainment, and healthcare is essential for the economic success of the Ramsey County business community and the quality of life for all residents. The transit system should meet the diverse needs of all Ramsey County citizens, including low income, ethnically diverse, elderly, youth, disabled, and non-English speaking populations.

Definitions of types of transit service:

Buses – The backbone of the existing transit system in the region, buses provide essential service and coverage. As light rail and commuter rail choices become available in the

region, the necessity for good bus service increases. Buses and rail are complementary, not competitive.

Light rail transit (LRT) – Electric railway system that operates single cars or short trains in either mixed traffic or exclusive right of way. Maximum passenger capacities usually range from 6,000 to 8,000 passengers per hour in each direction; about the same as three to four freeway lanes. LRT is generally utilized in urban to suburban markets, with station spacing averaging about one mile, and with closer spacing in downtown areas. LRT considered for the Twin Cities is high frequency, premium transit service.

Commuter rail - High quality transit service providing essentially peak period commuting opportunities over longer distances. Service is generally provided in the early morning and late afternoon. The diesel powered trains used by commuter rail may be self-propelled or pulled by standard locomotives. Trains operate over either private right of way or shared railroad right of way. Stations are spaced at 5-7 mile intervals in suburban and rural areas, and may be closer together in urban areas. Commuter lines are 30-60 miles long. Intermodal connections from commuter rail stations to bus and LRT are essential.

Bus rapid transit (BRT) – Buses operating on their own right of way.

Transit services in Ramsey County are provided primarily by Metro Transit. Public and private services are provided by others, including regular route bus service, express bus service, senior transit services, circulator transit, transit for persons with disabilities, and welfare to work transit services.

Transit hubs are locations where transit services are integrated and coordinated. They range from downtown St. Paul, where many routes converge, to small, informal park/ride lots.

Existing condition of issue:

As the region's population grows and the number of automobile trips increase, transit utilization has declined. Over the last twenty years, transit trips have fallen by about one third. At the same time, the number of miles of congested freeways has quadrupled, and is expected to double again to about 200 miles of congested freeways by 2010. In the last two years, small increases in transit funding by the state have resulted in increases in transit use in the region, although certainly not at the level of ridership of 20 years ago.

In 1998, the Metropolitan Council concluded that the regional transit system was not effectively meeting current regional needs and was not in a position to effectively respond to future demands. The Council proposed that transit service be doubled in the region in the next 20 years. At the same time, the Council has made a commitment to providing choices for how to reach our destinations. A commitment has been made to light rail transit in the region. Light rail is to be constructed first in the Hiawatha Corridor

in Hennepin County, connecting downtown Minneapolis to the Minneapolis/St. Paul International Airport and the Mall of America. Commuter rail is being examined in several corridors in the region, following a Commuter Rail Study completed by the Minnesota Department of Transportation at the request of the Legislature.

In early 1999, the St. Paul Transit Vision Advisory Task Force adopted goals for transit that included support for a stable transit funding source, development of multimodal transportation infrastructure, and linking transit and land use. The transit vision supports "dedicated, sufficient and increasing funding" to support transit. It also recognizes the need to keep fares affordable and equitable.

Metro Transit acknowledges that a stable and increasing funding source is essential for continuing transit service enhancements. While transit fares currently cover about 37% of operating cost, that rate is very high relative to recovery rates of 19% to 29% in comparable cities such as Pittsburgh, Cleveland, Portland, Seattle, Houston, and Denver. A high recovery rate is not necessarily an asset, but is an indicator that transit service may be too sparse in a region. Transit has been underfunded in this region in contrast to comparable cities in the country.

There are opportunities for federal funding for transit capital projects that should be used. Although the federal allocation process is extremely competitive, with requests far outpacing available funding, this region is well placed to maximize federal dollars coming to this region, rather than having them spent elsewhere. Federal dollars can be spent wisely on good transit projects, for which this region has a desperate need.

The region recognizes the linkage of transit to land use. Transit improvements are being considered in various corridors. In Ramsey County, the Rail Authority adopted in 1999 support for a priority for the region of a triangle of transit improvements from downtown St. Paul to the Minneapolis/St. Paul International Airport and Mall of America and to downtown Minneapolis. In addition, the Rail Authority in the past has adopted positions in support of transit improvements in corridors radiating outward from downtown St. Paul and along crosstown routes (Figure 1). These routes would link to other regional routes and would be supported by zoning and land use policies to enhance development and transit use.

The Rail Authority has acquired right of way to preserve it for future rail transit and is in the process of acquiring additional right of way, consistent with its comprehensive LRT plan adopted in 1989.

Specific studies of transit in Ramsey County include:

Riverview – Located from Lower East Side of St. Paul through downtown St. Paul to Minneapolis/St. Paul International Airport and Mall of America. A federally funded Major Investment Study is being concluded for this corridor, which is included in the federal transportation bill.

Central – Located between downtown St. Paul and downtown Minneapolis. Studies of LRT and commuter rail in this corridor, bounded by I-94 and the BN Southern Mainline, will begin in late 1999.

Rush Line – Located between St. Paul and Rush City. Planning and land use studies that make plans for future transit in this corridor will be initiated in late 1999.

Red rock – Located between Minneapolis/St. Paul and Hastings. Federal studies are to be initiated in this corridor in late 1999.

Burlington Northern right of way in Roseville – Plans for acquisition of abandoned rail property are underway in cooperation with Hennepin County Regional Railroad Authority.

Sector studies: Metro Transit is studying revisions to transit service throughout Ramsey County.

Expectations based on current trends:

Transit ridership will increase if funding and services are increased. Diversity of transit services, including rail transit, will require funding.

At this time, light rail transit appears to be progressing in the region. Commuter rail is being planned and considered. New technologies, such as personal rapid transit, should continue to be monitored for their suitability for the region.

Telecommuting is expected to increase.

Reinvestment in the core region with transit services is expected to continue to be a priority.

Linking transit to land use in order to enhance livability and economic development will continue to assume priority.

The population of Ramsey County is expected to include a larger percentage of elderly in the next 20 years. Their transportation needs will require an increased number of services and choices.

What needs to be done to influence the future and change the expectations?

A funding source dedicated to improving transit in Ramsey County and the Twin Cities metro area needs to be established.

Planning and engineering studies relating to rail transit need to be undertaken and completed if rail transit is to be implemented.

Priorities need to be established for transit improvements in Ramsey County. No single transit solution fits every corridor. Bus improvements may be appropriate in one corridor. Another corridor may warrant bus rapid transit. Yet another may be an ideal location for light rail transit or commuter rail.

The Rail Authority should work with communities, businesses and the public on the economical and environmental benefits of supporting and utilizing transit options.

What role does the County play in this issue?

The Regional Rail Authority has responsibilities for corridor planning and a role in rail transit development. It also has a role in preserving right of way for future transit use.

Ramsey County and its constituent communities provide input to the Metropolitan Council. Such input may be provided through direct contact with the full council or individual council members, membership on various advisory committees such as the Transportation Advisory board for elected officials, or the Technical Advisory Committee for professional staff. The County may, therefore, exert influence on policy decisions and provide input through requests for various services. However, the County cannot directly implement changes.

The Railroad Authority and County elected officials and staff interact with Congress, the Legislature, Metro Transit, the Minnesota Department of Transportation, city elected officials, businesses and the general public on transit issues. The Railroad Authority is a member of the St. Paul Transportation Management Organization, Metropolitan Light Rail Transit Joint Powers Board, Rush Line Task Force, Red Rock Joint Powers Board, and other organizations working on transit issues.

Ramsey County should continue to work with the metropolitan Council and other agencies to ensure that County transportation needs are met.

What policy is/should be in place regarding this issue to make the County play the role it should play?

Ramsey County and the Ramsey County Regional Rail Authority policies regarding participation in regional issues are in place and are consistent with the Ramsey County vision.

A policy supporting a stable, dedicated, sufficient, and increasing transit funding source for continuing transit enhancements in Ramsey County and the Twin Cities metro area is needed.

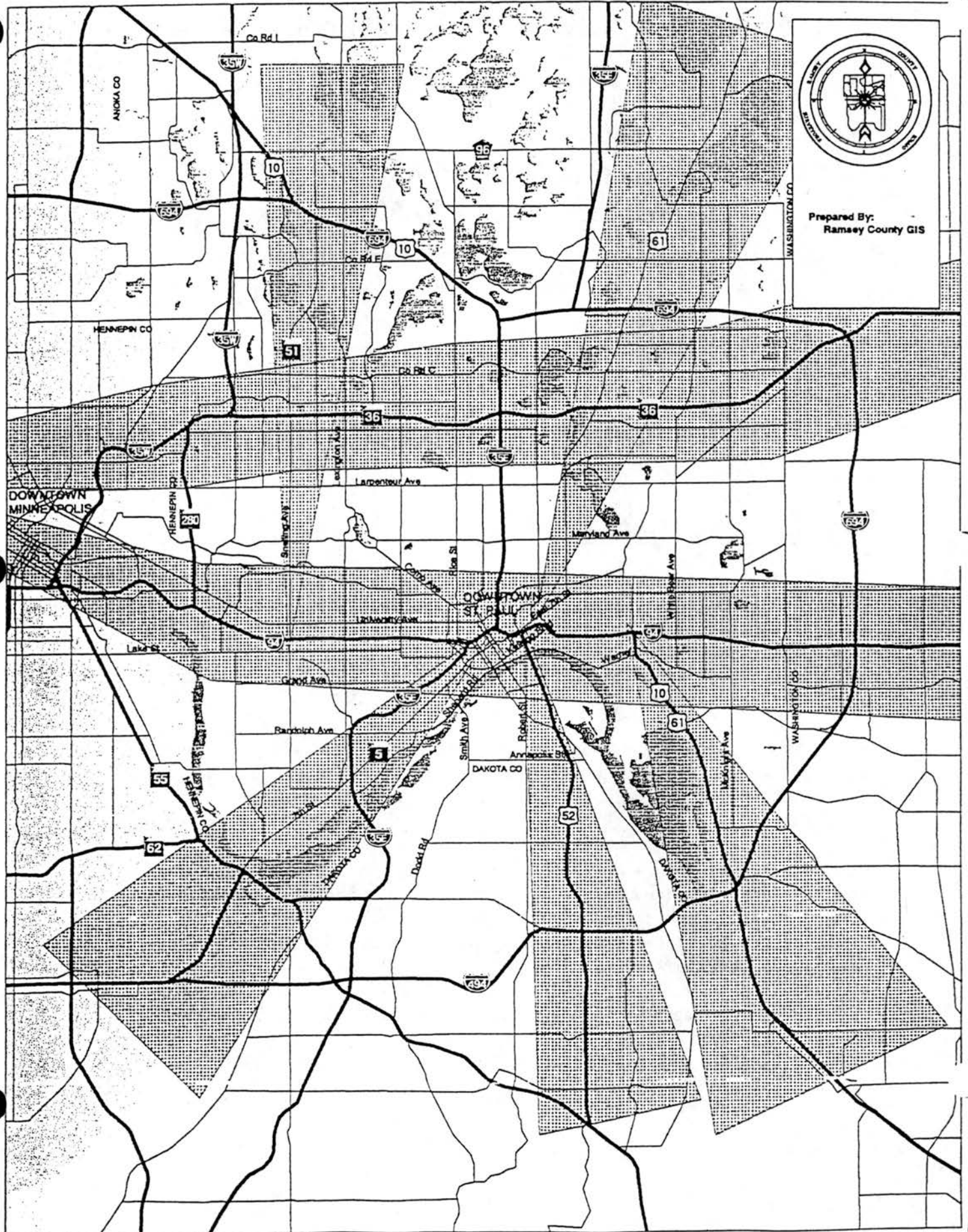
Policies supporting incentives to transit use are needed.

A policy supporting the land use relationship to transit is needed. Although this is not the County's policy, it can advocate for zoning laws, design standards, land use policies and development incentives to complement transit and neighborhoods.

A policy supporting continued bus service improvement is needed. Bus service improvements advocated could include:

- *improved express bus service to downtown St. Paul*
- *improved reverse commute service*
- *increased neighborhood to neighborhood bus connections as well as better opportunities to reach transit hubs and downtown connections from neighborhoods*
- *more park/ride lots for transit users*
- *improve basic safety elements of service, such as lighting and security cameras*
- *improve basic access elements of service, such as the number of shelters, cleaning and snow removal*
- *improve pedestrian facilities to access transit waiting areas*

Ramsey County Proposed Transit Corridors



RAMSEY COUNTY'S COMPREHENSIVE PLAN

for

TRANSPORTATION, TRANSIT AND SURFACE WATER MANAGEMENT

1999 – 2020

ISSUE PAPER

TRAVEL DEMAND MANAGEMENT (TDM)

Define issue and how it relates to the vision:

Travel demand management (TDM) includes programs and methods to reduce effective demand. In the broadest sense, any activity or facility that reduces vehicle trips would fall within this classification. Techniques that might be utilized are carpooling, vanpooling, transit, alternative work hours, transportation management organizations, and land development or ordinances that discourage vehicle trips and encourage walk, bike, rideshare and transit trips.

It is clear that automobile travel and the number of vehicle trips are constantly increasing at a rate faster than population growth. Vehicle trip growth is leading to increasingly congested freeways, longer delays, increased driver frustration, and increasing costs to individuals and businesses.

The Metropolitan Council's *1996 Transportation Policy Plan* concludes that "the region cannot build its way out of congestion. The environmental, social, financial and political impacts would be too severe." One of the regional strategies to address this problem is to reduce travel demand through behavioral and land use changes that will result in fewer vehicle trips, particularly during rush hours.

Travel Demand Management (TDM) initiatives that are consistent with the Ramsey County transit vision include:

- more transit and pedestrian friendly mixed use development that provide a balance of jobs and housing, and

- increased use of alternatives to the single occupant vehicle such as transit, ridesharing, bicycles, and walking.

In addition, TDM techniques that can reduce peak period employee trips include:

- rideshare matching,
- modified or flexible work hours,
- telecommuting,
- parking supply and price policies, and
- transit discount passes.

These TDM measures are all consistent with the Ramsey County vision for land use and transit.

Existing condition of issue:

There is a growing awareness of the benefits inherent in transit oriented development. The Metropolitan Council goal requires that two-thirds of the projected 650,000 person increase in regional population be located in the fully developed part of the region. All regional transit corridor studies, including the Ramsey County Regional Railroad Authority (RCRRA) study of the Riverview Corridor, consider transit oriented housing and business development as primary criteria in determining the merits of transit improvement.

The City of St. Paul recently created a Transportation Management Organization (TMO) to provide transit information and assistance to commuters and employers. Many downtown employers, including Ramsey County, are working with their employees to increase transit use.

Expectations based on current trends:

Transit oriented development (TOD) and travel demand management (TDM) strategies are essential to the continued growth and prosperity of the region and the County. Awareness of the need is growing. Actions by developers and employers, while still minimal, is gaining momentum. The impacts will be nearly imperceptible at first, but over the long term – 20 years or more – the adoption and utilization of the principles and techniques of TOD and TDM will be apparent in the development types and patterns throughout the region and the County. County residents will have more and better travel alternatives to make fewer and shorter trips.

How do expectations fit the vision?

The *Transportation Policy Plan*, together with the current interest in transit, transit oriented development, and travel demand management, all fit well with the land use and transit sections of the Ramsey County vision.

What role does the county play in this issue?

The County is an advocate for sensible, sustainable land use through transit oriented development. Such advocacy stems from its role as a regional partner on the Metropolitan Council, as a landowner and developer of County facilities, and as a planner of major transit facilities such as the Riverview Corridor Major Investment Study.

The County, as a major downtown St. Paul employer, can also directly impact employee travel through adoption of TDM strategies such as telecommuting, modified and/or flexible work schedules, rideshare matching programs, employee discount transit passes, and employee parking policies.

What policy should be in place regarding this issue to make the County play the role it should play?

A policy supporting Transit Oriented Development (TOD) and committing the County to considering transit access for all new County facilities is needed.

A Ramsey County Travel Demand Management (TDM) Plan for County employees utilizing available TDM strategies is needed.

RAMSEY COUNTY'S COMPREHENSIVE PLAN

for

TRANSPORTATION, TRANSIT AND SURFACE WATER MANAGEMENT

1999 – 2020

ISSUE PAPER

PARKING

Define issue and how it relates to the vision:

Ramsey County charges for a limited amount of parking in downtown St. Paul, and parking in the suburbs in on an at will basis.

According to the Metropolitan Council, availability and cost of parking at the work destination is a critical factor in determining the mode of travel the commuter will choose. A task force worked with Metropolitan Council staff to develop and evaluate programs focusing on commuter parking,¹ and its recommendations were accepted by the Council in March, 1999. Ramsey County was represented by a member of the Regional Rail Authority. In addition to beginning a Commuter Choice program with state agencies, the Council directed staff to continue work on three on-going programs: (1) the study of Park-and Ride Sites; (2) the St. Paul Parking and Transit Combined Program; (3) and the demonstration "cash out" program.

This issue supports the County vision of advocating transit use through education and promotional programs, and of utilizing disincentives for automobile use in well served transit areas.

This issue supports the County vision in clarifying the consequences of travel decisions and providing incentives for community members to facilitate change in travel behavior.

¹ Information and details on these policy alternatives and recommendations are located in the Regional Parking Policy Study Recommendation report.

Existing condition of the issue:

Rate setting for Ramsey County downtown parking becomes policy through the budgeting process.

The Regional Parking Policy Task Force utilized the following information when developing parking policy alternatives:

- Parking is an important component of the regional transportation system;
- Because it is an important factor affecting their mobility, members of the public have a legitimate interest in parking supply, location and cost;
- Employee, customer and residential parking are all unique aspects of the transportation system and cannot be treated the same;
- The more free parking, the more single-occupant vehicle (SOV) use;
- Free or reduced cost parking is a common, and valuable, employee benefit. Rarely are comparable benefits provided to those who use alternative modes of travel;
- Short-term, convenient, and free (when possible) parking is more important to customer-oriented businesses than employee parking;
- In all headquarters and large leased buildings, some on-site parking (generally underground) is required for use by upper management;
- To promote transit use, the public sector has limited parking availability in certain locations.

Expectations based on current trends:

The Regional Parking Policy Task Force developed a broad spectrum of parking policy alternatives as well as the means of evaluating these alternatives against agreed upon criteria.

What needs to be done to influence the future and change the expectations:

The Metropolitan Council approved the recommendations contained in the Parking Policy Report. These recommendations allow time for their impact to be evaluated. According to the Metropolitan Council, over the long-term a more comprehensive program should be put in place to address more aspects of parking demand and supply management.

What role does the County play in this issue?

Ramsey County should support Metropolitan Council parking recommendations where feasible and applicable.

As a major employer, Ramsey County should set an example for other employers regarding pro-transit use parking policies in order to actively promote and support transit-based work commute choices for its employees.

Ramsey County should continue to pursue travel demand management (TDM) measures as outlined in the TDM issue paper.

What policy should be in place regarding this issue to make the County play the role it should play?

A policy of continuing to pursue and implement parking alternatives and solutions which promote work destination transportation choices other than the single-occupant vehicle (SOV).

A policy of supporting all applicable Metropolitan Council parking recommendations.

Mayasich, Timothy

From: Eiler, Stephanie [SCEiler@PUBSERV.CO.ANOKA.MN.US]

Sent: Friday, November 05, 1999 12:45 PM

To: 'Timothy.Mayasich@co.ramsey.mn.us'

Cc: Olson, Jon

Subject: Review comments: Ramsey County Comprehensive Plan

Dear Mr. Mayasich,

* [Thank you for sending draft issue papers related to Transit and Public Involvement chapters of the Ramsey County Comprehensive Plan for review.

We have no specific comments to add, but we do commend you on the attention to the need to clarify the consequences of travel decisions to the public, and to matching public involvement techniques to the task and audience.

Stephanie Eiler, for
Anoka County Highway Department

Mayasich, Timothy

To: Sandy Cullen

Subject: RE: Comp Plan Issue Papers for Ramsey Co

I believe the committee stayed with staff recommendations on the remaining issues. There may have been some minor deviations from what staff was recommending.

-----Original Message-----

From: Sandy Cullen [SMTP:Cullen@co.washington.mn.us]

Sent: Monday, October 25, 1999 11:43 AM

To: Timothy.Mayasich@Co.Ramsey.MN.US

Cc: Johntz.CFS.COMM_SERVER@co.washington.mn.us

Subject: Comp Plan Issue Papers for Ramsey Co

Hi Tim:

We have no comments on you issue papers you sent on Oct 18:
Transit, TDM, Parking, Public Involvement.

Sandy

PS: Did the F & P committee take the staff recommendations for the rest of the stuff after I left about 3:40pm?

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

8

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Hespigelaire
Authorized Signature

12/6/99
Date

Board Action Requested

Corridor updates.

DISCUSSION ONLY

Request Justification

Discussion will occur at the meeting about corridor work.

Budgeting and Accounting

County Attorney

Risk Management

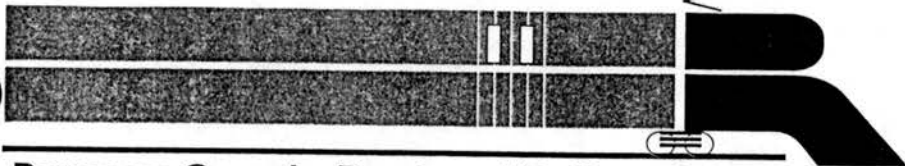
Documentation certified complete for:

December 14, 1999

Board Date

Kristine A. Longhenry
Signature

December 6, 1999
Date



Tony Bennett, Chair

Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 651/266-2762 / FAX 266-2761

December 8, 1999

The Honorable Jim Ramstad
103 Cannon House Office Building
Washington, D. C. 20515

Dear Congressman Ramstad:

We would like to thank you for your efforts on behalf of the people of Ramsey County and the State of Minnesota in securing a record amount of funding for transportation projects in Minnesota.

Through your efforts and leadership, Minnesota received transportation funding that will truly make a difference. For example, the Twin Cities Transitway Project represents a unique opportunity for the Twin Cities area and the rest of Minnesota to position itself at the forefront of America's innovative transportation technologies and infrastructure development efforts. This year's success is a milestone and, for your continued support and commitment, we thank you.

Another project that was tantamount to the transportation infrastructure needs of the Twin Cities area was the additional funding for Metro Transit buses. Through your tireless efforts, the Twin Cities received \$10 million for additional buses. In today's climate of growing commuter frustration, this funding was imperative to working towards a long-term solution to this problem.

Furthermore, the foresight that you showed in supporting the Met Council's Access to Jobs Program funding was an important step in helping people make the transition from welfare to work by providing various transportation services to low income workers.

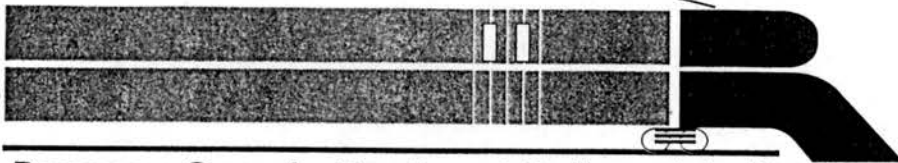
On behalf of the people of Ramsey County, we would like to personally express our sincere gratitude for your consistent leadership, hard work and commitment to the people of Ramsey County and Minnesota. Without your outstanding efforts, none of this would have been possible.

Sincerely,

Rafael Ortega, Chair
Ramsey County Board of Commissioners

Tony Bennett, Chair
Ramsey County Regional Rail Authority

fm



Tony Bennett, Chair

Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 651/266-2762 / FAX 266-2761

December 8, 1999

The Honorable Paul Wellstone
136 Hart Senate Office Building
Washington, D.C. 20510

Dear Senator Wellstone:

We would like to thank you for your efforts on behalf of the people of Ramsey County and the State of Minnesota in securing a record amount of funding for transportation projects in Minnesota.

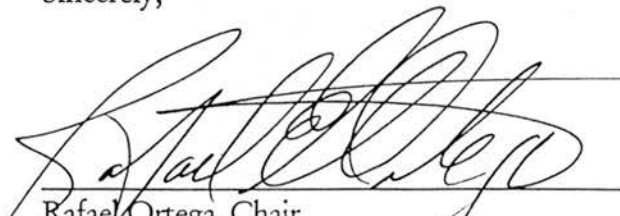
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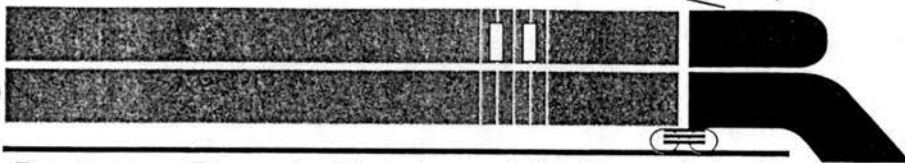
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Sincerely,


Rafael Ortega, Chair
Ramsey County Board of Commissioners


Tony Bennett, Chair
Ramsey County Regional Rail Authority

fjm



Tony Bennett, Chair

Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 651/266-2762 / FAX 266-2761

December 8, 1999

The Honorable Rod Grams
257 Dirksen Senate Office Building
Washington, D. C. 20510

Dear Senator Grams:

We would like to thank you for your efforts on behalf of the people of Ramsey County and the State of Minnesota in securing a record amount of funding for transportation projects in Minnesota.

Through your efforts and leadership, Minnesota received transportation funding that will truly make a difference. For example, the Twin Cities Transitway Project represents a unique opportunity for the Twin Cities area and the rest of Minnesota to position itself at the forefront of America's innovative transportation technologies and infrastructure development efforts. This year's success is a milestone and, for your continued support and commitment, we thank you.

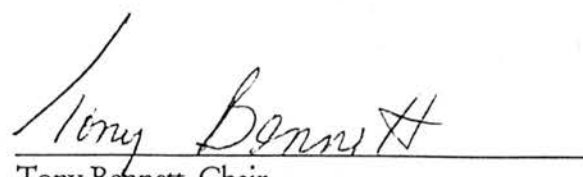
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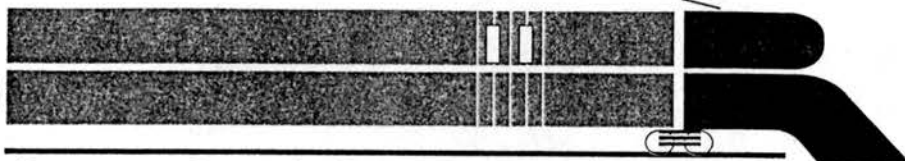
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Sincerely,


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Ramsey County Board of Commissioners


Tony Bennett, Chair
Ramsey County Regional Rail Authority

fm



Tony Bennett, Chair

Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 651/266-2762 / FAX 266-2761

December 8, 1999

The Honorable Jim Oberstar
2365 Rayburn House Office Building
Washington, D. C. 20515

Dear Congressman Oberstar:

We would like to thank you for your efforts on behalf of the people of Ramsey County and the State of Minnesota in securing a record amount of funding for transportation projects in Minnesota.

Through your efforts and leadership, Minnesota received transportation funding that will truly make a difference. For example, the Twin Cities Transitway Project represents a unique opportunity for the Twin Cities area and the rest of Minnesota to position itself at the forefront of America's innovative transportation technologies and infrastructure development efforts. This year's success is a milestone and, for your continued support and commitment, we thank you.

Another project that was tantamount to the transportation infrastructure needs of the Twin Cities area was the additional funding for Metro Transit buses. Through your tireless efforts, the Twin Cities received \$10 million for additional buses. In today's climate of growing commuter frustration, this funding was imperative to working towards a long-term solution to this problem.

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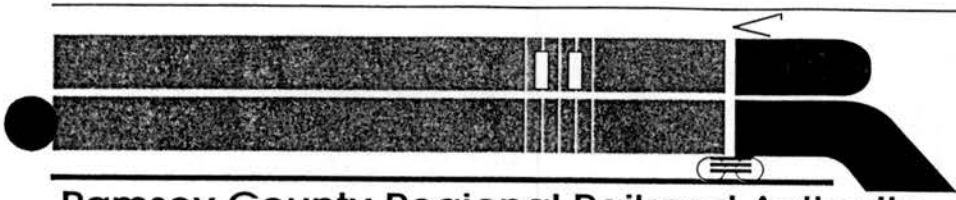
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Sincerely,


Rafael Ortega, Chair
Ramsey County Board of Commissioners


Tony Bennett, Chair
Ramsey County Regional Rail Authority

fjm



Tony Bennett, Chair

Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 651/266-2762 / FAX 266-2761

December 8, 1999

The Honorable Martin Sabo
2336 Rayburn House Office Building
Washington, D. C. 20515

Dear Congressman Sabo:

We would like to thank you for your efforts on behalf of the people of Ramsey County and the State of Minnesota in securing a record amount of funding for transportation projects in Minnesota.

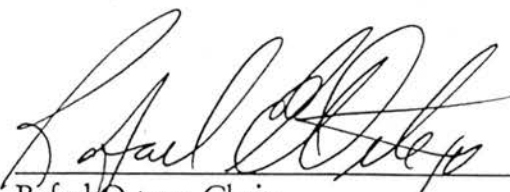
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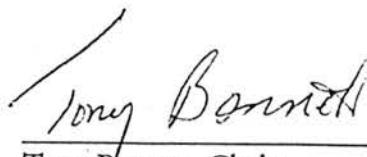
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Sincerely,



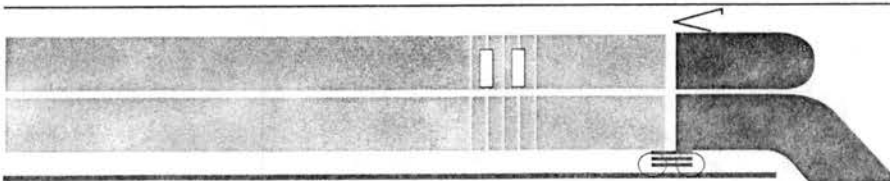
Rafael Ortega, Chair
Ramsey County Board of Commissioners



Tony Bennett, Chair
Ramsey County Regional Rail Authority

fjm

bcc: Denny McGram
Terry Lindeke
Kathy DeSpiegelaere
~~Kris Longherry~~



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

Agenda

Regional Railroad Authority Meeting

December 21, 1999

1:30 p.m.

Third Floor Council Chambers Courthouse

1. * Approve minutes of the December 14, 1999 meeting.
 2. * Approve the proposed budget for the Ramsey County Regional Railroad Authority for 2000 in the amount of \$528,471 and no tax levy.
 3. * Approve contract with Dennis McGrann of Lockridge Grindal Nauen and Holstein in the amount of \$25,000 for federal intergovernmental relations through December 31, 2000 and authorize the Chair to execute the contract.
 4. * Accept State and Federal funding for Riverview and Central Corridor environmental, planning and engineering work; approve grant contract; and authorize the Chair to execute the contract.
- * Action is requested



Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

December 14, 1999

The Ramsey County Regional Railroad Authority met on Tuesday, December 14, 1999, in Council Chambers, Third Floor Courthouse.

MEMBERS PRESENT: Chair Tony Bennett
Commissioner Dino Guerin
Commissioner Susan Haigh (arrived at 1:50)
Commissioner Rafael Ortega (arrived at 1:50)
Commissioner Victoria Reinhardt
Commissioner Janice Rettman (arrived at 1:50)
Commissioner Jan Wiessner

OTHERS PRESENT: Kathy DeSpiegelaere, Paul Kirkwold, David MacMillan, Karen Tero, Tom Oertel, Dan Schacht, Allen Lovejoy, Bonnie Jackelen, Bobbie Crancer, Randy Rosvold, Art Leahy, Fred Perez, Tim Mayasich, Kris Longhenry

Chair Bennett called the meeting to order at 1:47 p.m.

1. Approve minutes of the November 16, 1999 meeting.

A motion was made by Commissioner Guerin, seconded by Commissioner Reinhardt to accept the minutes of the November 16, 1999 meeting.

Ayes - 5, Nays - 0
Motion accepted.

2. Metro Transit Sector Study.

(Commissioners Haigh, Ortega and Rettman arrived at this time).

Fred Perez, Metropolitan Council member, stated that the reason behind the sector study was to challenge Metro Transit staff to do better. March 8, 1999 kicked off stakeholder's meetings and in the next two months, there will be follow up stakeholder's meetings. In January, 2000, there will be open houses for the general public to review the plan, and in February, 2000, a formal hearing will be held. In March, 2000, the plan will be formally adopted by the Metropolitan Council and will be implemented in September, 2000.

Art Leahy, General Manager of Metro Transit, said that the sector study involves reviewing service design in a certain area. Metro Transit has divided the seven county metro area into nine sectors and will be taking them on one at a time to improve routes. Metro Transit has had success in the last few years, but the route structure hasn't been reviewed in a long time. With the sector study, they have taken old, complicated routes and are seeking to simplify and rationalize them. The purpose of improvements in phase 1 is to make better use of current resources, which means, improvements in service and schedules at no cost. They have taken a look at a blank map of the area and rebuilt the system. They are now looking for input by the public.

Randy Rosvold, Metro Transit Project Manager for Sector 2, commented that they are concentrating their study right now on Sectors 1 and 2, which includes most of Ramsey County. A packet of information called "Metro Transit Sector 1 and 2 Transit Restructuring Study" was distributed and Randy reviewed the packet.

Commissioner Rettman asked if service would be eliminated by eliminating some of the branches of service off the main trunk routes. Randy Rosvold answered that there would be 40 new routes with only a couple of route branches on them and they'll be striving for the same coverage of service, but changing the numbering system. Art Leahy added that there are a number of route abandonments, but less than 1% of people will find it inconvenient. More people will be inconvenienced with more service on the larger boulevards. They are looking for input on abandonments.

Commissioner Rettman noted that there are ordinances and state statutes that won't allow buses on parkways. Commissioner Haigh added that there are some issues that would make it a challenge to add buses to Lexington, but it would alleviate a lot of congestion. Randy Rosvold mentioned that Metro Transit would like to operate a family of different type of vehicle sizes and smaller buses would be used for parkways and other sensitive neighborhood areas. Commissioner Bennett added that the number one reason people use transit is for work and the number two reason is for travel to recreational sites.

Commissioner Wiessner asked if an all-day express route from Rosedale to St. Paul was looked at. Randy Rosvold answered that this has been tried unsuccessfully in the past.

Commissioner Wiessner thanked Metro Transit staff for initiating this study and felt that it was long overdue. She believes that people will ride the bus if it's more convenient for them and appreciates that staff is going out to the public for input.

Commissioner Bennett asked how North Suburban Lines will be integrated. Randy Rosvold responded that North Suburban Lines is part of an operating contract with Metropolitan Council and their bus routes are part of this study.

Commissioner Reinhardt asked how NEST in North St. Paul and Maplewood, and Lake Area Bus in White Bear Lake is included. Randy Rosvold answered that the community based programs are part of the study and a comprehensive evaluation of their ridership was done. Recommendations of maturing the general public dial a ride programs to flex route operations is included. Art Leahy added that there have been preliminary indications of concern by other carriers in the area and they are looking for more input.

Commissioner Wiessner asked Randy Rosvold to describe the East/West routes in the plan. Randy gave two examples: 1) a crosstown route starting at Rosedale, going east to Little Canada/Rice Street and continuing to Maplewood Mall; 2) starting at 35W/Northeast frontage road down Cleveland to the Northwest quadrant in Roseville and tying into transit services in Roseville.

Kathy DeSpiegelaere asked what will happen to ridership. Art Leahy answered that there haven't been estimates done yet, but he expects ridership to increase due to more service and better service at no cost.

Commissioner Wiessner commented that she would like to see a transit hub north near 35W and I-694. This could be used for those riders going to Minneapolis or St. Paul.

3. Metropolitan Council Master Plan for Transit.

Kathy DeSpiegelaere presented information on the Metropolitan Council Master Plan for Transit. She commented that this is a draft out for public review and is being drafted as a result of legislation that requires the plan to integrate the many types of studies that are being done on transit. It identifies transit needs and proposals for how to meet those needs in the next 20 years.

Commissioner Bennett mentioned that I-35E will be rebuilt and is disappointed that the plan doesn't look at a transitway for it.

Commissioner Haigh noted that there will be a rail corridor built in Ramsey County by 2010 and asked if there are any other rail corridors identified. Kathy DeSpiegelaere answered that there may be an additional extension to the Hiawatha Corridor along Cedar Avenue. Kathy mentioned that it is up to Ramsey County to determine which corridor will be implemented first.

Commissioner Haigh asked what happens next with the plan. Kathy DeSpiegelaere responded that it will go to the legislature after the Metropolitan Council approves it and then funding will need to be sought to implement the plan.

4. Minnesota Department of Transportation Busway Study.

Kathy DeSpiegelaere commented that the Minnesota Department of Transportation Busway Study is being done and fits into the Master Plan. It is expected to be completed in February, 2000 and is looking at various locations in the metro area for buses on exclusive right of way. In Ramsey County, a variety of alternatives are being looked at and we should be getting information soon.

5. Minnesota Department of Transportation Commuter Rail System Plan.

Kathy DeSpiegelaere stated that this item was presented to the RCRRA at the November 16, 1999 RCRRA meeting and a resolution was created and approved to make Mn/DOT aware that the RCRRA would like the commuter rail line between Minneapolis and St. Paul included in Stage 1 of the Plan. So far, no modifications have been made to the plan and Mn/DOT has included justifications for it's decision of staging in the plan.

Commissioner Bennett stated that this item should be discussed at the legislative delegation meeting.

6. Authorize staff to issue a request for proposals for the Central Corridor public education program.

A motion was made by Commissioner Haigh, seconded by Commissioner Reinhardt to authorize staff to issue a request for proposals for the Central Corridor public education program.

Ayes - 7, Nays - 0
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority has undertaken a Transit Study for the Central Corridor; and

WHEREAS, A major element of the project is working with the community, both those immediately impacted in the corridor and the community at large, on transit improvements; and

WHEREAS, Work on this corridor is funded 80% by a federal grant; and

WHEREAS, Knowledge of the community and its residents is important in eliciting opinions of key stakeholder and nontraditional stakeholders; Now Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes its Director to issue a request for services to assist in implementing the community involvement plan for the Central Corridor Transit Study; and Be It Further

RESOLVED, That milestones and outcomes will be requested in the request for proposals so that key points in the project are identified and measurable results are obtained for the work undertaken.

7. Ramsey County Comprehensive Plan for Transportation, Transit and Surface Water - adopt issue papers of Public Involvement, Transit, Travel Demand Management (TDM) and Parking.

A motion was made by Commissioner Reinhardt, seconded by Commissioner Haigh to adopt issue papers of Public Involvement, Transit, Travel Demand Management (TDM) and Parking for the Ramsey County Comprehensive Plan for Transportation, Transit and Surface Water.

Ayes - 7, Nays - 0
Motion accepted.

8. Corridor updates.

No discussion took place on this item.

The meeting adjourned at 2:45 p.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

December 13, 1999

Date

Board Action Requested

Approve the proposed budget for the Ramsey County Regional Railroad Authority for 2000 in the amount of \$528,471 and no tax levy.

ACTION IS REQUESTED

Request Justification

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

Budgeting and Accounting

County Attorney

Risk Management

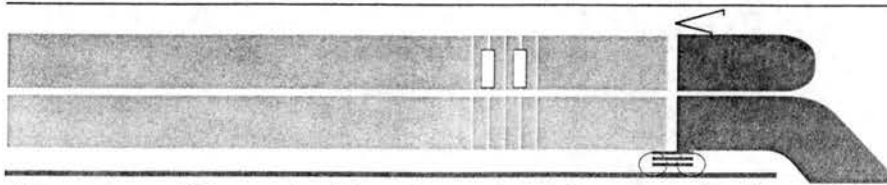
Documentation certified complete for:

December 21, 1999

Board Date

Kristine A. Longhenry
Signature

December 13, 1999
Date



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

Memorandum

To: Ramsey County Regional Railroad Authority Commissioners
Paul Kirkwold, Interim County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Proposed 2000 Budget

Date: December 1, 1999

The 2000 Regional Railroad Authority budget is presented for your approval. No tax levy is proposed for the Regional Railroad Authority in 2000.

The 2000 budget in the amount of \$528,471 is proposed to be funded from interest and rental income credited to the Regional Railroad Authority.

This budget will allow continuation of Regional Railroad activities. Programs in 2000 are anticipated to include:

Federal, state and local funding

- Continuing to build good working relationships with federal, state, metropolitan and local government agency officials and staff on transit issues.
- Communicating transit needs to Congress, Legislature and others.
- Advocating for a dedicated source of funding for transit for the region.
- Seeking funding for transit projects in Ramsey County.

Outreach

- Working with businesses, citizens and organizations in Ramsey County on transit issues.
- Staffing the Metropolitan Light Rail Transit Joint Powers Board.

Corridor projects

- Managing the Riverview Corridor Major Investment Study and subsequent phases of work.
- Working to implement transit improvements in the Riverview Corridor now.
- Managing Central Corridor Transit Study.
- Managing Rush Line Corridor Transit Study.
- Participating in Red Rock Corridor Feasibility Study.
- Managing 6.5 miles of right of way owned by the Regional Railroad Authority from Kellogg Boulevard to Beam Avenue in St. Paul and Maplewood.
- Participating in planning and purchase of right of way in Roseville.
- Participating in commuter rail coordination at the Minnesota Department of Transportation.
- Participating in transit planning work at the Metropolitan Council.

The 2000 operating budget of \$528,471 is an increase of \$93,471 over the 1999 operating budget of \$435,000. This increase, along with federal and

state grants, will fund the additional work to be undertaken by the Railroad Authority in 2000.

Recommendation:

The 2000 budget is to be adopted in December, 1999. The tax levy for the Regional Railroad Authority in 2000 is \$0. Approval of the proposed budget is requested.

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

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

WHEREAS, The Ramsey County Regional Railroad Authority, wishes to continue to improve the quality of life and access to services in the region, to remain a partner in transit activities in the region with other agencies, including the Metropolitan Council and other county regional railroad authorities; Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the 2000 budget and tax levy as follows:

2000 Approved Budget	\$	528,471
Less estimated revenue	\$	528,471
Tax levy	\$	-0-

and Be It Further

RESOLVED, That the unexpended balances to fund: (1) acquisition of additional right of way in the Northeast Corridor from Beam Avenue to the North County Line; and (2) Riverview Corridor Major Investment Study be continued into 2000.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Tony Bennett, Chairman

By: _____
Rafael E. Ortega, Secretary

REGIONAL RAILROAD AUTHORITY

MISSION STATEMENT

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

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

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

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

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

ADDITIONAL INFORMATION

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

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

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

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

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

ORGANIZATION

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

EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
OPERATING BUDGET							
150101	Regional Railroad Administration	216,813	318,430	392,000	463,471	463,471	
150106	NE Corridor Maintenance Kellogg to Beam	17,167	23,491	43,000	45,000	45,000	
	Total Operating Budget	233,980	341,921	435,000	508,471	508,471	
SPECIAL PROJECTS							
150107	NE Corridor Beam To N County Line	23,396	41,802	2,060,472	-	-	
59113	Commuter Rail Demonstration Project	-	46,919	-	-	-	
150108	Riverview Corridor Transit Study	132,073	8,746	-	-	-	
150109	Phalen Berm Agreement	-	-	32,500	-	-	
150110	Riverview Corridor MIS	-	5,182	1,432,318	-	-	
150111	Red Rock Corridor	-	-	-	20,000	20,000	
	Total Special Projects	155,469	102,649	3,525,290	20,000	20,000	
	Total Expenditure/Appropriation RCRRA	389,449	444,570	3,960,290	528,471	528,471	

NOTE: It is recommended that the unexpended balance for the NE Corridor-Beam to North County Line and the Riverview Corridor MIS be carried forward to 2000.

REVENUE/ESTIMATED REVENUE & FUND BALANCE SUMMARY BY DIVISION

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
OPERATING BUDGET							
150101	Regional Railroad Administration	576,846	561,496	435,000	516,471	516,471	
150106	NE Corridor Maintenance Kellogg to Beam	151	14,372	-	12,000	12,000	
	Total Operating Budget	576,997	575,868	435,000	528,471	528,471	
SPECIAL PROJECTS							
150107	NE Corridor Beam To N County Line	23,396	41,802	2,060,472	-	-	
59113	Commuter Rail Demonstration Project	-	46,919	-	-	-	
150108	Riverview Transit Corridor Study	132,073	8,746	-	-	-	
150109	Phalen Berm Agreement	-	-	32,500	-	-	
150110	Riverview Corridor MIS	-	5,182	1,432,318	-	-	
150111	Red Rock Corridor	-	-	-	-	-	
	Total Special Projects	155,469	102,649	3,525,290	-	-	
	Total Revenue/Estimated Revenue & FB	732,466	678,517	3,960,290	528,471	528,471	
	Fund Balance - Dec/(Inc) Adjustment to actuals	(343,017)	(233,947)	-	-	-	
RCRRA TAX LEVY SUMMARY							
	Tax Levy	-	-	-	-	-	
	Allowance for Uncollectible Tax-2%	-	-	-	-	-	
	Net Tax Levy	-	-	-	-	-	

Inc/(Dec) From 1999

% Inc/(Dec) From 1999

N/A

N/A

**MAJOR DEPARTMENT ACTIVITIES
AND ACCOMPLISHMENTS
REGIONAL RAILROAD AUTHORITY**

LISTED BELOW ARE THE DEPARTMENT'S EFFORTS, SUCCESSES, AND PLANS TO MEET THE PRIORITY GOALS AS IDENTIFIED BY THE RAMSEY COUNTY BOARD OF COMMISSIONERS.

PRIORITY GOAL #1: TO PLACE INCREASED EMPHASIS ON THE PREVENTION OF COMMUNITY PROBLEMS AND FUTURE NEEDS.

1. Transit, the major project of the Regional Railroad Authority, has preventative goals of easing congestion and the need for roadway expansion. It would provide economic development benefits and access to jobs and services.
2. The Rail Authority has purchased and is in conversations with railroad companies about purchasing right of way previously used for freight operations. The land is purchased for future needs for space for rail transit.

PRIORITY GOAL #2: TO DEVELOP ALTERNATIVE WAYS AND METHODS OF DELIVERING COUNTY SERVICES.

1. Rail transit is an alternative means of transit use. In cities where it has been constructed, it has succeeded as an alternative to single occupant auto use, attracting both former bus and former auto users.

PRIORITY GOAL #3: TO DETERMINE AND DEVELOP ALTERNATIVE METHODS FOR FINANCING QUALITY SERVICES AND PROGRAMS WITHIN THE GOVERNMENT OF RAMSEY COUNTY.

1. The Regional Railroad Authority Commissioners have adopted goals which include reducing reliance on property taxes for transit services. Consequently, Commissioners and staff are often involved in studies and legislative initiatives related to sources and support for alternative means of funding transit.
2. Grant funds from the state and federal government have been sought and received in previous years. The funds provide alternatives to funding planning, engineering, and right of way acquisition solely with property tax levies.

**MAJOR DEPARTMENT ACTIVITIES
AND ACCOMPLISHMENTS
REGIONAL RAILROAD AUTHORITY**

**PRIORITY GOAL #4: TO FOSTER INCREASED INTERGOVERNMENTAL
COOPERATION WHICH INCORPORATES BOTH CITIZEN AND COMMUNITY
INVOLVEMENT.**

1. Rail Authority work includes participation in Riverview Corridor projects with the Minnesota Department of Transportation, Hennepin County Regional Railroad Authority, Metropolitan Council, Metro Transit, St. Paul and the Metropolitan Airports Commission.
2. Ramsey County Regional Railroad Authority is a member, with the six other metro county railroad authorities, of the Metro Rail Transit Joint Powers Board.
3. In managing right of way owned by the Rail Authority, the Authority allows trail use of its property by St. Paul and Ramsey County Parks Departments. The Authority participates in discussions with St. Paul and others about the Phalen Corridor project, which impacts Rail Authority-owned property.

**PRIORITY GOAL #5: TO REFLECT AND RECOGNIZE THE DIVERSITY OF THE
POPULATION WITHIN RAMSEY COUNTY.**

1. The Riverview Corridor and Central Corridor transit projects serve a diverse population of St. Paul residents. The area where they would be located is heavily transit dependent.
2. The Rail Authority participates on committees and groups related to the Phalen Corridor Initiative, a project designed to benefit the diverse East Side area of St. Paul.

**EXPLANATION OF MAJOR CHANGES (REQUESTED)
REGIONAL RAILROAD AUTHORITY**

LISTED BELOW ARE THE MAJOR ITEMS THAT HAVE CONTRIBUTED TO CHANGES IN THE DEPARTMENT'S APPROPRIATION AND REVENUE OVER THE PREVIOUS YEAR. THIS MAY NOT EQUAL THE DIFFERENCE OVER 1999 AS ONLY THE MAJOR CHANGES ARE LISTED HERE.

<u>Description</u>	<u>2000 Budget</u>	<u>2000 Revenue</u>	<u>2000 Levy</u>
Operating Budget Inc/Dec over 1999	73,471	93,471	(20,000)
Special Projects Inc/Dec over 1999	(3,505,290)	(3,525,290)	20,000
Dollar Inc/(Dec) over 1999 >	(3,431,819)	(3,431,819)	0
Percent Inc/(Dec) over 1999 >	-86.7 %	-86.7%	0.0%

OPERATING BUDGET:

1. Legislative Representative	25,000	25,000	0
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This account funds federal and state legislative representation for the Regional Railroad Authority.

2. County Manager Services	28,000	28,000	0
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This account funds the services of the public information office of Ramsey County, which will assist with publicizing events for Railroad Authority activities.

3. Memberships and Dues	4,500	4,500	0
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Ramsey County Regional Railroad Authority has a position on the Board of the St. Paul Transportation Management Organization. This organization works on transit and parking issues for downtown St. Paul.

SPECIAL PROJECTS:

1. Right of Way Acquisition	(2,060,472)	(2,060,472)	0
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These funds were originally budgeted in 1996 to acquire additional right of way. These funds have been carried forward to the 1999 budget. Surveying, appraisal and environmental assessment work has been performed on the line from Beam Avenue to the North County Line in 1998. We are requesting that the remaining unencumbered balances be carried forward to the 2000 budget.

EXPLANATION OF MAJOR CHANGES (REQUESTED)
REGIONAL RAILROAD AUTHORITY

2. Riverview Corridor MIS	(1,432,318)	(1,431,318)	0
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Riverview Corridor Major Investment Study is a project that was funded by the federal government in 1998. It is examining transit improvements in the corridor in St. Paul. The project is to be concluded in 2000. Subsequent phases may follow, to be determined by the Railroad Authority and others.

3. Phalen Berm	(32,500)	(32,500)	0
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St. Paul, Ramsey County and Ramsey County Regional Railroad Authority reached an agreement in 1998 that a berm in the vicinity of Maryland Avenue and Johnson Parkway in St. Paul would be regraded. The agreement has a cost sharing for the Railroad Authority in the amount of \$32,500.

4. Red Rock Corridor	20,000	20,000	0
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This corridor extends from St. Paul to Hastings. State funds will be used to study commuter rail in this corridor. A small amount of funding for administrative costs will be provided by Washington, Ramsey and Dakota County Regional Railroad Authorities. This account funds the 2000 administrative costs not covered by the grant from the state.

Total	(3,447,790)	(3,447,790)	0
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OPERATING CAPITAL OUTLAY SUMMARY

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
Land Aquisition Right-of-Way	0	0	2,000,000	0	0	0
Office Furniture & Equipment	0	800	800	800	800	0
Data Processing Equipment	5,536	0	0	0	0	0
Total Operating Capital Outlay	5,536	800	2,000,800	800	800	0

MANDATED/DISCRETIONARY SERVICES REPORT

REGIONAL RAILROAD AUTHORITY

	1999 Approved			2000 Proposed		
	Budget	Revenue	Levy	Budget	Revenue	Levy
MANDATED	0	0	0	0	0	0
	0	0	0	0	0	0
MANDATED (LEVEL/METHOD DISCRETIONARY)						
Administration (Transit Joint Powers)	32,344	32,344	0	0	0	0
	32,344	32,344	0	0	0	0
DISCRETIONARY (LEVEL/METHOD MANDATED)						
	0	0	0	0	0	0
	0	0	0	0	0	0
DISCRETIONARY						
Administration	359,656	359,656	0	463,471	516,471	(53,000)
Northeast Corridor Maintenance	43,000	43,000	0	45,000	12,000	33,000
Northeast Corridor - Beam to N County Line	2,060,472	2,060,472	0	0	0	0
Phalen Berm Agreement	32,500	32,500	0	0	0	0
Riverview Corridor MIS	1,432,318	1,432,318	0	0	0	0
Red Rock Corridor	0	0	0	20,000	0	20,000
	3,927,946	3,927,946	0	528,471	528,471	0
SUMMARY						
MANDATED	0	0	0	0	0	0
	0.0%		N/A	0.0%		N/A
MANDATED (LEVEL/METHOD DISCRETIONARY)	32,344	32,344	0	0	0	0
	0.8%		N/A	0.0%		N/A
DISCRETIONARY (LEVEL/METHOD MANDATED)	0	0	0	0	0	0
	0.0%		N/A	0.0%		N/A
DISCRETIONARY	3,927,946	3,927,946	0	528,471	528,471	0
	99.2%		N/A	100.0%		N/A
TOTAL	3,960,290	3,960,290	0	528,471	528,471	0

Kathryn DeSpiegelaere

665 RCGC-West

(651)266-2762

MISSION AND OBJECTIVES

**REGIONAL RAILROAD AUTHORITY
150101 – ADMINISTRATION**

STATEMENT OF MISSION

To provide overall administration consistent with the Railroad Authority's mission and direction provided by the Board of the Regional Railroad Authority.

OBJECTIVES

1. To advocate for transit services to meet changing needs for today and for succeeding generations.
2. To respond to the transit needs of the County's citizens in a manner that is sensitive to the financial impact to County taxpayers.
3. To plan integrated transportation services in cooperation with other agencies.
4. To encourage community participation in Rail Authority deliberations and decision-making processes.

EXPENDITURE/APPROPRIATION SUMMARY

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
150101-ADMINISTRATION

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
420000	Other Services & Charges	210,467	314,166	387,400	458,871	458,871	-
430000	Supplies	810	1,288	3,800	3,800	3,800	-
440000	Capital Outlay	5,536	2,976	800	800	800	-
	Total Expenditures/Appropriations	216,813	318,430	392,000	463,471	463,471	-
	Inc/(Dec) From Previous Year				71,471	71,471	(392,000)
	% Inc/(Dec) From Previous Year				18.2%	18.2%	-100.0%

REVENUES/ESTIMATED REVENUE SUMMARY

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
314000	Intergovernmental Revenues	-	2,499	-	-	-	-
318000	Revenue from Use of Money/Property	576,451	561,346	435,000	516,471	516,471	-
319000	Other Revenues	395	150	-	-	-	-
	Total Revenues/Estimated Revenues	576,846	563,995	435,000	516,471	516,471	-
	Inc/(Dec) From Previous Year				81,471	81,471	(435,000)
	% Inc/(Dec) From Previous Year				18.7%	18.7%	-100.0%

Fund Balance Dec/(Inc)	(360,033)	(245,565)	(43,000)	(53,000)	(53,000)	-
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RCRRA TAX LEVY

Inc/(Dec) From Previous Year	-	-	-	-	-	-
% Inc/(Dec) From Previous Year				0.0%	0.0%	0.0%

EXPENDITURE/APPROPRIATION DETAIL

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
150101-ADMINISTRATION

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
OTHER SERVICES AND CHARGES							
421102	State Auditor	1,185	1,346	2,100	2,100	2,100	
421103	Budgeting & Accounting Services	7,937	6,514	6,000	7,000	7,000	
421208	County Attorney Services	10,303	11,966	11,741	11,741	11,741	
421402	Data Processing Services-MTCE	10,133	10,129	2,048	2,048	2,048	
421501	Consulting Services	-	89,318	41,434	50,000	50,000	
421506	Legislative Representative	-	29,170	25,000	50,000	50,000	
421511	County Project Management Services	126,127	119,345	210,000	206,000	206,000	
421519	Clerical Services	2,460	-	-	-	-	
421527	County Manager Services	-	-	2,000	30,000	30,000	
421602	Advertising & Promotion	-	26	-	-	-	
421603	Printing & Stationery	2,134	5,654	5,000	6,000	6,000	
421701	Postage	306	759	1,500	1,500	1,500	
421706	Telephone Long Dist Charges	122	186	200	200	200	
421707	Telephone-Local Service	2,083	1,747	2,100	2,100	2,100	
421710	Telephone-Cellular	-	707	200	1,440	1,440	
421712	Pager Services	80	80	-	65	65	
422402	Building & Office Space	12,662	12,662	12,883	12,883	12,883	
422403	Parking Space	433	660	800	900	900	
422601	Equipment & Machinery Repairs	957	1,507	2,000	2,000	2,000	
423101	Tuition	-	-	1,000	1,000	1,000	
423111	Employee Development	-	-	500	500	500	
424107	Liability & Property Damage-Ins	715	1,373	1,000	2,000	2,000	
424302	Membership & Dues	589	870	500	5,000	5,000	
424303	Conference & Seminar Expenses	25,681	16,501	10,000	15,000	15,000	
424304	Other Travel	4,245	-	10,000	10,000	10,000	
424305	Volunteer/Committee Meeting Expense	1,386	-	200	200	200	
424306	Meeting Expense Account	147	1,730	3,000	3,000	3,000	
424501	Mileage	651	1,552	2,500	2,500	2,500	
424507	Messenger Service	96	299	850	850	850	
424620	Books, Periodicals, and Subscriptions	35	65	500	500	500	
425102	Subsidies to Other Entities	-	-	32,344	32,344	32,344	
Total Other Services & Charges		210,467	314,166	387,400	458,871	458,871	-
Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
SUPPLIES							
431101	Office Supplies	671	959	2,800	2,800	2,800	
431102	Computer Operating Supplies	139	329	1,000	1,000	1,000	
Total Supplies		810	1,288	3,800	3,800	3,800	-
Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
OPERATING CAPITAL OUTLAY							
441204	Office Furniture & Equipment	-	800	800	800	800	
441206	Communications Equipment	-	2,176	-	-	-	
441211	Data Processing Equipment	5,536	-	-	-	-	
Total Operating Capital Outlay		5,536	2,976	800	800	800	-
Total 150101 - Administration		216,813	318,430	392,000	463,471	463,471	-

REVENUE/ESTIMATED REVENUE DETAIL

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
59101-ADMINISTRATION

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	INTERGOVERNMENTAL REVENUES						
314104	Reimbursements	-	2,499	-	-	-	-
314601	HACA - RE & PP	-	-	-	-	-	-
314602	HACA - Mobile Homes	-	-	-	-	-	-
314611	St Paul Rental Equity Credit	-	-	-	-	-	-
	Total Intergovernmental Revenue	-	2,499	-	-	-	-
	REVENUE FROM USE OF MONEY & PROPERTY						
318102	Interest on Investments	576,351	561,346	435,000	516,471	516,471	-
318203	Rental of Land	100	-	-	-	-	-
	Total Revenue from Use of Money/Prop.	576,451	561,346	435,000	516,471	516,471	-
	OTHER REVENUES						
319102	Recovery-Prior Year's Expense	331	150	-	-	-	-
319103	Recovery-Current Year's Expense	-	-	-	-	-	-
319105	Insurance Dividends	64	-	-	-	-	-
	Total Other Revenues	395	150	-	-	-	-
	TAXES & PENALTIES						
322101	Current-RE & PP	-	-	-	-	-	-
322102	Current-Mobile Homes	-	-	-	-	-	-
322103	Delinquent Re & PP	-	-	-	-	-	-
322104	Delinquent Mobile Homes	-	-	-	-	-	-
322111	Gov't Acquired Property Rental	-	-	-	-	-	-
	Total Taxes & Penalties	-	-	-	-	-	-
	Total 150101 - Administration	576,846	563,995	435,000	516,471	516,471	-

SELECTED LINE ITEM EXPLANATIONS

REGIONAL RAILROAD AUTHORITY 150101 - ADMINISTRATION

SELECTED EXPENDITURE EXPLANATIONS

<u>TITLE</u>	<u>1997 Actual</u>	<u>1998 Actual</u>	<u>1999 Approved</u>	<u>2000 Requested</u>	<u>2000 Proposed</u>
Consultant Services	\$0	\$89,318	\$41,434	\$50,000	\$50,000

EXPLANATION: This amount will provide for special needs for consultant services, which could include planning, engineering or outreach activities in 2000.

<u>TITLE</u>	<u>1997 Actual</u>	<u>1998 Actual</u>	<u>1999 Approved</u>	<u>2000 Requested</u>	<u>2000 Proposed</u>
Legislative Representative	\$0	\$29,170	\$25,000	\$50,000	\$50,000

EXPLANATION: Legislation impacts Regional Railroad Authority taxing ability and responsibilities. This account provides funds for monitoring legislation and providing information to Legislators and Congress.

<u>TITLE</u>	<u>1997 Actual</u>	<u>1998 Actual</u>	<u>1999 Approved</u>	<u>2000 Requested</u>	<u>2000 Proposed</u>
County Manager	\$0	\$26	\$2,000	\$30,000	\$30,000

EXPLANATION: Reimbursement of salary and overhead costs for public information services for transit work in general, including materials prepared for the legislative session, would be funded in this category.

<u>TITLE</u>	<u>1997 Actual</u>	<u>1998 Actual</u>	<u>1999 Approved</u>	<u>2000 Requested</u>	<u>2000 Proposed</u>
County Project Management Serv	\$125,127	\$119,345	\$210,000	\$206,000	\$206,000

EXPLANATION: Ramsey County provides staff to assist the Regional Railroad Authority to develop plans, manage consultant services, coordinate with other agencies and citizen groups, provide information services, and engineering and transportation planning services. Persons providing these services are in the County Public Works Department. This account provides a specific identifier to reimburse Ramsey County departments for these services.

In 2000, County Project Management Services will be provided for administration and activities on the Riverview, Central and Commuter Rail connector corridors. The information on this page is only for the overall Administration of the Railroad Authority.

PROJECT MANAGEMENT TEAM (Administration Cost Center)

Estimated Cost
(including salaries, fringe benefits,
and indirect costs)

Staff

Director	1.0 FTE	\$104,000
Transportation Planner	1.0 FTE	\$80,000
Administrative Secretary	<u>.6 FTE</u>	<u>\$22,000</u>
Total FTE	2.6 FTE	
Total Estimated Cost		\$206,000

NOTE: Costs include salaries, fringe benefits and prorated indirect costs for processing payrolls as determined by Ramsey County Public Works Department. Costs for the Regional Railroad Authority's Right of Way Specialist position have been included in the Northeast Corridor maintenance and Beam to North County Line activities.

	1997	1998	1999	2000	2000
<u>TITLE</u>	<u>Actual</u>	<u>Actual</u>	<u>Approved</u>	<u>Requested</u>	<u>Proposed</u>
Telephone - Cellular Service	\$0	\$0	\$0	\$1,440	\$1,440

EXPLANATION: This account funds phone service for the director of the Regional Railroad Authority for business calls made out of the office.

	1997	1998	1999	2000	2000
<u>TITLE</u>	<u>Actual</u>	<u>Actual</u>	<u>Approved</u>	<u>Requested</u>	<u>Proposed</u>
Transit Joint Powers	\$0	\$0	\$32,344	\$32,344	\$32,344

EXPLANATION: The Metropolitan Rail Transit Joint Powers Board undertakes legislative, planning and coordination of transit activities in the seven county metro area. Ramsey County Regional Railroad Authority is a member, and this provides for the 2000 contribution to the work of the organization.

	1997	1998	1999	2000	2000
<u>TITLE</u>	<u>Actual</u>	<u>Actual</u>	<u>Approved</u>	<u>Requested</u>	<u>Proposed</u>
Office Furniture and Equipment	\$0	\$800	\$800	\$800	\$800

EXPLANATION: Equipment needs for the Rail Authority in 2000 may include graphics equipment.

	1997	1998	1999	2000	2000
<u>TITLE</u>	<u>Actual</u>	<u>Actual</u>	<u>Approved</u>	<u>Requested</u>	<u>Proposed</u>
Memberships and Dues	\$589	\$870	\$500	\$5,000	\$5,000

EXPLANATION: Provides for funding for dues in professional associations, such as the American Public Transit Association.

<u>TITLE</u>	<u>1997 Actual</u>	<u>1998 Actual</u>	<u>1999 Approved</u>	<u>2000 Requested</u>	<u>2000 Proposed</u>
Conference and Seminar Expenses	\$25,681	\$16,501	\$10,000	\$15,000	\$15,000

EXPLANATION: Provides funding for attendance at conferences such as the American Public Transit Association Commuter Rail Conference, Transportation Research Board and Rail Volution.

SELECTED REVENUE EXPLANATIONS

<u>TITLE</u>	<u>1997 Actual</u>	<u>1998 Actual</u>	<u>1999 Approved</u>	<u>2000 Requested</u>	<u>2000 Proposed</u>
Interest on Investments	\$576,352	\$561,346	\$435,000	\$516,471	\$516,471

EXPLANATION: The Regional Railroad Authority's cash is included with the County's investments and the earnings are distributed at the end of each month. The interest that can be earned in 2000 depends on how much cash is available for investment. In 2000, the Regional Railroad Authority is anticipating a right of way purchase on the Burlington Northern line from West County Line to Rollins Oil in Roseville. The Regional Railroad Authority is also working with several federal grants that are paid on a reimbursement type arrangement. This means the cash on hand is temporarily not available for investment, until the cash reimbursement is received from the granting authority. Taking into account the cash on hand (\$9.2 million as of 12/31/98) and the expected uses of cash, the amount available for investment during the year will be \$8.7 million. To meet the estimated interest income revenue for 2000, the rate of return needs to be approximately 5.93%.

Cash on Hand 12/31/98	\$9,200,000
Less: right of way purchase	200,000
Less: cash flow for grants	<u>300,000</u>
Cash Available for Investment	\$8,700,000 x 5.93% = \$516,471

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MISSION AND OBJECTIVES

**REGIONAL RAILROAD AUTHORITY
150106 – NORTHEAST CORRIDOR
KELLOGG TO BEAM**

STATEMENT OF MISSION

To provide for acquisition and maintenance of right of way purchased in order to preserve options for rail transit.

OBJECTIVES

1. To monitor rail abandonments in Ramsey County.
2. To coordinate with other units of government on rail abandonment and right of way re-use issues.
3. To purchase rail corridors with potential for light rail transit use.
4. To maintain property acquired by the Railroad Authority in accordance with the public interest.

EXPENDITURE/APPROPRIATION SUMMARY

 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
 150106-NORTHEAST CORRIDOR MAINTENANCE
 KELLOGG TO BEAM AVENUE

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
420000	Other Services & Charges	17,167	21,421	43,000	45,000	45,000	
430000	Supplies	-	2,070	-	-	-	
	Total Expenditures/Appropriations	17,167	23,491	43,000	45,000	45,000	
	Inc/(Dec) From Previous Year				2,000	2,000	
	% Inc/(Dec) From Previous Year				4.7%	4.7%	

REVENUES/ESTIMATED REVENUE SUMMARY

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
318000	Revenue from Use of Money/Property	151	12,847	-	12,000	12,000	
319000	Other Revenues	-	1,525	-	-	-	
	Total Revenues/Estimated Revenues	151	14,372	-	12,000	12,000	
	Inc/(Dec) From Previous Year				12,000	12,000	
	% Inc/(Dec) From Previous Year				N/A	N/A	

Fund Balance Dec/(Inc)	17,016	9,119	43,000	33,000	33,000
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RCRRA TAX LEVY

Inc/(Dec) From Previous Year	-	-	-	-	-
% Inc/(Dec) From Previous Year				0.0%	0.0%

EXPENDITURE/APPROPRIATION DETAIL

 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
 150106 - NORTHEAST CORRIDOR MAINTENANCE
 KELLOGG TO BEAM AVENUE

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	OTHER SERVICES AND CHARGES						
421511	County Project Management	9,384	21,421	23,000	25,000	25,000	
422801	Grounds-Repairs	2,395	-	15,000	15,000	15,000	
423303	Soil Survey	1,728	-	-	-	-	
424202	Assessments	3,660	-	5,000	5,000	5,000	
	Total Other Services & Charges	17,167	21,421	43,000	45,000	45,000	

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	SUPPLIES						
431905	Signs & Sign Repair	-	2,070	-	-	-	
	Total Supplies	-	2,070	-	-	-	

Total 150106 Northeast Corridor Maint.

17,167	23,491	43,000	45,000	45,000
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REVENUE/ESTIMATED REVENUE DETAIL

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	REVENUE FROM USE OF MONEY & PROPERTY						
318203	Rental of Land	151	12,847	-	12,000	12,000	
	Total Revenue from Use of Money/Prop.	151	12,847	-	12,000	12,000	

	OTHER REVENUES						
319102	Recovery-Prior Year's Expense	-	1,525	-	-	-	
	Total Other Revenues	-	1,525	-	-	-	

Total 150106 Northeast Corridor Maint.

151	14,372	-	12,000	12,000
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SELECTED LINE ITEM EXPLANATIONS**REGIONAL RAILROAD AUTHORITY
150106 – NORTHEAST CORRIDOR
KELLOGG TO BEAM****SELECTED EXPENDITURE EXPLANATIONS**

<u>TITLE</u>	<u>1997 Actual</u>	<u>1998 Actual</u>	<u>1999 Approved</u>	<u>2000 Requested</u>	<u>2000 Proposed</u>
County Project Management Serv	\$9,384	\$21,421	\$23,000	\$25,000	\$25,000

EXPLANATION: This account will provide funds to reimburse Ramsey County Public Works Department for staff time spent on right of way issues related to the Northeast Corridor, Kellogg to Beam.

<u>TITLE</u>	<u>1997 Actual</u>	<u>1998 Actual</u>	<u>1999 Approved</u>	<u>2000 Requested</u>	<u>2000 Proposed</u>
Grounds - Repairs	\$2,395	\$0	\$15,000	\$15,000	\$15,000

EXPLANATION: This will provide for repair of bridges, walls, and other structures on Railroad Authority right of way.

SELECTED REVENUE EXPLANATIONS

<u>TITLE</u>	<u>1997 Actual</u>	<u>1998 Actual</u>	<u>1999 Approved</u>	<u>2000 Requested</u>	<u>2000 Proposed</u>
Rental of Land	\$151	\$12,847	\$0	\$12,000	\$12,000

EXPLANATION: Leases of Rail Authority property generates revenue to the Rail Authority.

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MISSION AND OBJECTIVES

**REGIONAL RAILROAD AUTHORITY
150107 – NORTHEAST CORRIDOR
BEAM TO NORTH COUNTY LINE**

STATEMENT OF MISSION

To provide for acquisition and maintenance of right of way purchased in order to preserve options for rail transit.

OBJECTIVES

1. To monitor rail abandonments in Ramsey County
2. To coordinate with other units of government on rail abandonment and right of way re-use issues.
3. To purchase rail corridors with potential for transit use.
4. To maintain property acquired by the Railroad Authority in accordance with the public interest.

EXPENDITURE/APPROPRIATION SUMMARY

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
150107 - NE CORRIDOR BEAM AVE TO N CO LINE

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
420000	Other Services & Charges	19,890	41,802	47,218	-	-	
430000	Supplies	3,506	-	13,254	-	-	
440000	Capital Outlay	-	-	2,000,000	-	-	
	Total Expenditures/Appropriations	23,396	41,802	2,060,472	-	-	

Inc/(Dec) From Previous Year

(2,060,472) (2,060,472)

% Inc/(Dec) From Previous Year

-100.0% -100.0%

REVENUES/ESTIMATED REVENUE SUMMARY

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	None	-	-	-	-	-	
	Total Revenues/Estimated Revenues	-	-	-	-	-	

Inc/(Dec) From Previous Year

- -

% Inc/(Dec) From Previous Year

0.0% 0.0%

Fund Balance Dec/(Inc)

23,396 41,802 2,060,472 - -

RCRRA TAX LEVY

Inc/(Dec) From Previous Year

- -

% Inc/(Dec) From Previous Year

0.0% 0.0%

EXPENDITURE/APPROPRIATION DETAIL

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
150107 - NE CORRIDOR BEAM AVE TO N CO LINE

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	OTHER SERVICES AND CHARGES						
421501	Consulting Services	9,900	3,250	90	-	-	
421511	County Project Management Services	1,373	6,322	4,475	-	-	
422801	Grounds - Repairs	-	-	23,500	-	-	
424402	Surveying	8,617	31,980	19,153	-	-	
424607	Licensing Fee	-	250	-	-	-	
	Total Other Services and Charges	19,890	41,802	47,218	-	-	

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	SUPPLIES						
431905	Signs and Repairs	3,506	-	13,254	-	-	
	Total Supplies	3,506	-	13,254	-	-	

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	OPERATING CAPITAL OUTLAY						
441102	Land Aquisition Right-of-Way	-	-	2,000,000	-	-	
	Total Operating Capital Outlay	-	-	2,000,000	-	-	
	Total 150107-NE Corridor Beam To N Co Line	23,396	41,802	2,060,472	-	-	

REVENUE/ESTIMATED REVENUE DETAIL

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	None	-	-	-	-	-	
	Total Revenues/Estimated Revenues	-	-	-	-	-	

FUND BALANCE

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	Fund Balance	23,396	41,802	2,060,472	-	-	
	Total Fund Balance	23,396	41,802	2,060,472	-	-	

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MISSION AND OBJECTIVES

**REGIONAL RAILROAD AUTHORITY
59113 – COMMUTER RAIL
DEMONSTRATION PROJECT**

STATEMENT OF MISSION

To demonstrate the feasibility of commuter rail in the Twin Cities area.

OBJECTIVES

1. To coordinate the demonstration project on commuter rail with Anoka, Hennepin and Washington County Regional Railroad Authorities.
2. To provide an opportunity for the general public to ride commuter rail in Ramsey County.

EXPENDITURE/APPROPRIATION SUMMARY

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
59113 - COMMUTER RAIL DEMONSTRATION PROJECT

Code	Title	1996 Actual	1997 Actual	1998 Approved	1999 Requested	1999 Proposed	1999 Approved
020000	Other Services & Charges	-	46,919	-	-	-	-
	Total Expenditures/Appropriations	-	46,919	-	-	-	-
	Inc/(Dec) From Previous Year				-	-	
	% Inc/(Dec) From Previous Year				0.0%	0.0%	

REVENUES/ESTIMATED REVENUE SUMMARY

Code	Title	1996 Actual	1997 Actual	1998 Approved	1999 Requested	1999 Proposed	1999 Approved
	None	-	-	-	-	-	-
	Total Revenues/Estimated Revenues	-	-	-	-	-	-
	Inc/(Dec) From Previous Year				-	-	
	% Inc/(Dec) From Previous Year				0.0%	0.0%	

Fund Balance Dec/(Inc)

- 46,919 - - -

RCRRA TAX LEVY

Inc/(Dec) From Previous Year	-	-	-	-	-
% Inc/(Dec) From Previous Year				0.0%	0.0%

EXPENDITURE/APPROPRIATION DETAIL

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
59113 - COMMUTER RAIL DEMONSTRATION PROJECT

Code	Title	1996 Actual	1997 Actual	1998 Approved	1999 Requested	1999 Proposed	1999 Approved
020000	OTHER SERVICES AND CHARGES						
020193	County Project Management Services	-	5,824	-	-	-	
020402	Advertising & Promotion	-	7,797	-	-	-	
021221	Participation Fees	-	33,000	-	-	-	
021408	Volunteer/Committee Meeting Expense	-	298	-	-	-	
	Total Other Services & Charges	-	46,919	-	-	-	
	Total 59113 - Commuter Rail Demo Project	-	46,919	-	-	-	

REVENUE/ESTIMATED REVENUE DETAIL

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	None	-	-	-	-	-	
	Total Revenues/Estimated Revenues	-	-	-	-	-	

FUND BALANCE

Code	Title	1996 Actual	1997 Actual	1998 Approved	1999 Requested	1999 Proposed	1999 Approved
399999	Fund Balance	-	46,919	-	-	-	
	Total Fund Balance	-	46,919	-	-	-	

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MISSION AND OBJECTIVES

**REGIONAL RAILROAD AUTHORITY
150108 – RIVERVIEW CORRIDOR
TRANSIT STUDY**

STATEMENT OF MISSION

To study the feasibility of various alignments and transit alternatives in the Riverview Transit Corridor.

OBJECTIVES

1. To improve transportation in the corridor.
2. To meet local and community goals.
3. To improve the environment.
4. To improve social and economic climate.
5. To minimize cost; to maximize ridership of transit.

EXPENDITURE/APPROPRIATION SUMMARY

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
150108 - RIVERVIEW CORRIDOR TRANSIT STUDY

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
420000	Other Services & Charges	132,073	8,746	-	-	-	
	Total Expenditures/Appropriations	132,073	8,746	-	-	-	
	Inc/(Dec) From Previous Year				-	-	
	% Inc/(Dec) From Previous Year				0.0%	0.0%	

REVENUES/ESTIMATED REVENUE SUMMARY

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
314000	Intergovernmental Revenues	50,150	-	-	-	-	
	Total Revenues/Estimated Revenues	50,150	-	-	-	-	
	Inc/(Dec) From Previous Year				-	-	
	% Inc/(Dec) From Previous Year				0.0%	0.0%	

Fund Balance Dec/(Inc)

81,923 8,746 - - -

RCRRA TAX LEVY

- - - - -

Inc/(Dec) From Previous Year

- -

% Inc/(Dec) From Previous Year

0.0% 0.0%

EXPENDITURE/APPROPRIATION DETAIL

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
150108 - RIVERVIEW CORRIDOR TRANSIT STUDY

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	OTHER SERVICES AND CHARGES						
421501	Consulting Services	115,000	-	-	-	-	-
421511	County Project Management Services	7,549	8,696	-	-	-	-
421518	Photography/Processing Services	9,399	-	-	-	-	-
424306	RCRRA Meeting Expenses	125	50	-	-	-	-
	Total Other Services & Charges	132,073	8,746	-	-	-	-
Total 150108 - Riverview Transit Corridor		132,073	8,746	-	-	-	-

REVENUE/ESTIMATED REVENUE DETAIL

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	INTERGOVERNMENTAL REVENUES						
314103	Other Participation - Hennepin County	10,400	-	-	-	-	-
314105	Program Participation-St. Paul	15,000	-	-	-	-	-
314106	Metropolitan Council	24,750	-	-	-	-	-
	Total Intergovernmental Revenues	50,150	-	-	-	-	-
Total 150108 - Riverview Transit Corridor		50,150	-	-	-	-	-

FUND BALANCE

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	Fund Balance	81,923	8,746	-	-	-	-
	Total Fund Balance	81,923	8,746	-	-	-	-

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MISSION AND OBJECTIVES

**REGIONAL RAILROAD AUTHORITY
150109 – PHALEN BERM AGREEMENT**

STATEMENT OF MISSION

This project will result in regrading of right of way owned by Ramsey County Regional Railroad Authority near Maryland Avenue and Johnson Parkway.

OBJECTIVES

1. To make an at grade crossing of Johnson Parkway and Maryland Avenue and the RCRRA right of way.
2. To utilize soil in the berm on the right of way for Prosperity Road reconstruction.

EXPENDITURE/APPROPRIATION SUMMARY

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
150109 - PHALEN BERM AGREEMENT

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
420000	Other Services & Charges	-	-	32,500	-	-	-
	Total Expenditures/Appropriations	-	-	32,500	-	-	-
	Inc/(Dec) From Previous Year				(32,500)	(32,500)	
	% Inc/(Dec) From Previous Year				-100.0%	-100.0%	

REVENUES/ESTIMATED REVENUE SUMMARY

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	None	-	-	-	-	-	-
	Total Revenues/Estimated Revenues	-	-	-	-	-	-
	Inc/(Dec) From Previous Year				-	-	
	% Inc/(Dec) From Previous Year				0.0%	0.0%	

Fund Balance Dec/(Inc)

- - 32,500 - -

RCRRA TAX LEVY

- - - - -

Inc/(Dec) From Previous Year

- -

% Inc/(Dec) From Previous Year

0.0% 0.0%

EXPENDITURE/APPROPRIATION DETAIL

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
150109 - PHALEN BERM AGREEMENT

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	OTHER SERVICES AND CHARGES						
424601	Other Services	-	-	32,500	-	-	
	Total Other Services & Charges	-	-	32,500	-	-	
	Total 59116 - Phalen Berm Agreement	-	-	32,500	-	-	

REVENUE/ESTIMATED REVENUE DETAIL

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	None	-	-	-	-	-	
	Total Revenues/Estimated Revenues	-	-	-	-	-	

FUND BALANCE

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	Fund Balance	-	-	32,500	-	-	
	Total Fund Balance	-	-	32,500	-	-	

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MISSION AND OBJECTIVES

**REGIONAL RAILROAD AUTHORITY
150110 – RIVERVIEW CORRIDOR
FEDERAL MIS**

STATEMENT OF MISSION

This study will be conducted to meet federal guidelines following the completion of the Riverview Corridor Transit Study.

OBJECTIVES

1. To improve transportation in the corridor.
2. To meet local and community goals.
3. To improve the environment.
4. To improve social and economic climate.
5. To minimize cost; to maximize ridership of transit.

EXPENDITURE/APPROPRIATION SUMMARY

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
150110 - RIVERVIEW CORRIDOR MIS

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
420000	Other Services & Charges	-	5,182	1,432,318	-	-	
	Total Expenditures/Appropriations	-	5,182	1,432,318	-	-	
	Inc/(Dec) From Previous Year				(1,432,318)	(1,432,318)	
	% Inc/(Dec) From Previous Year				0%	0%	

REVENUES/ESTIMATED REVENUE SUMMARY

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
314000	Intergovernmental Revenues	-	-	1,293,750	-	-	
	Total Revenues/Estimated Revenues	-	-	1,293,750	-	-	
	Inc/(Dec) From Previous Year				(1,293,750)	(1,293,750)	
	% Inc/(Dec) From Previous Year				-100.0%	-100.0%	

Fund Balance Dec/(Inc)

-	5,182	138,568	-	-
---	-------	---------	---	---

RCRRA TAX LEVY

-	-	-	-	-
			0.0%	0.0%

EXPENDITURE/APPROPRIATION DETAIL

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
150110 - RIVERVIEW CORRIDOR MIS

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
OTHER SERVICES AND CHARGES							
421103	B & A Services	-	-	3,000	-	-	-
421208	Cty Atty Services	-	-	5,000	-	-	-
421402	DP Services	-	-	500	-	-	-
421501	Consulting Services	-	2,406	1,277,594	-	-	-
421511	Project Mngt Services	-	2,776	116,724	-	-	-
421603	Printing & Stationery	-	-	10,000	-	-	-
421701	Postage	-	-	500	-	-	-
421706	Telephone - Long Distance	-	-	1,000	-	-	-
424303	Conf. & Seminar Exp.	-	-	12,000	-	-	-
424305	Volunteer/Committee Mtg Exp	-	-	3,000	-	-	-
424306	RCRRA Meeting Exp Account	-	-	3,000	-	-	-
Total Other Services & Charges		-	5,182	1,432,318	-	-	-
Total 150110 - Riverview Corridor MIS		-	5,182	1,432,318	-	-	-

REVENUE/ESTIMATED REVENUE DETAIL

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
INTERGOVERNMENTAL REVENUES							
314106	Metropolitan Council	-	-	1,150,000	-	-	-
314433	MnDOT LRT Grant	-	-	143,750	-	-	-
Total Intergovernmental Revenues		-	-	1,293,750	-	-	-
Total 150110 - Riverview Corridor MIS		-	-	1,293,750	-	-	-

FUND BALANCE

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
Fund Balance		-	5,182	138,568	-	-	-
Total Fund Balance		-	5,182	138,568	-	-	-

Kathryn DeSpiegelaere

665 RCGC-West

(651)266-2762

MISSION AND OBJECTIVES

REGIONAL RAILROAD AUTHORITY 150111 – RED ROCK CORRIDOR

STATEMENT OF MISSION

To plan transit for the Red Rock Corridor from St. Paul to Hastings.

OBJECTIVES

1. To improve transportation in the corridor.
2. To meet local and community goals.
3. To improve the environment.
4. To improve social and economic climate.
5. To minimize cost; to maximize ridership of transit.

EXPENDITURE/APPROPRIATION SUMMARY

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
150111 - RED ROCK CORRIDOR

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
420000	Other Services & Charges	-	-	-	20,000	20,000	
	Total Expenditures/Appropriations	-	-	-	20,000	20,000	-
	Inc/(Dec) From Previous Year				20,000	20,000	
	% Inc/(Dec) From Previous Year				N/A	N/A	

REVENUES/ESTIMATED REVENUE SUMMARY

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	None	-	-	-	-	-	
	Total Revenues/Estimated Revenues	-	-	-	-	-	
	Inc/(Dec) From Previous Year				-	-	
	% Inc/(Dec) From Previous Year				N/A	N/A	

RCRRA TAX LEVY

		-	-	-	20,000	20,000
	Inc/(Dec) From Previous Year				20,000	20,000
	% Inc/(Dec) From Previous Year				N/A	N/A

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
150111 - RED ROCK CORRIDOR

REVENUE/ESTIMATED REVENUE DETAIL

Code	Title	1997 Actual	1998 Actual	1999 Approved	2000 Requested	2000 Proposed	2000 Approved
	None	-	-	-	-	-	
	Total Revenues/Estimated Revenues	-	-	-	-	-	

SELECTED LINE ITEM EXPLANATIONS**REGIONAL RAILROAD AUTHORITY
150111 - RED ROCK CORRIDOR****SELECTED EXPENDITURE EXPLANATIONS**

<u>TITLE</u>	1997 <u>Actual</u>	1998 <u>Actual</u>	1999 <u>Approved</u>	2000 <u>Requested</u>	2000 <u>Proposed</u>
Consulting Services	0	0	0	\$20,000	\$20,000

EXPLANATION: This account will fund consultant services for commuter rail work from St. Paul to Hastings which may not be covered by state or federal grants.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Walpurgelove
Authorized Signature

12/6/99
Date

Board Action Requested

Approve a contract with Dennis McGrann of Lockridge Grindal Nauen and Holstein in the amount of \$25,000 for federal intergovernmental relations through December 31, 2000 and authorize the Chair to execute the contract subject to approval by Budgeting and Accounting, County Attorney and Risk Management Departments.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Resolution
 2. Contract

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

December 21, 1999

Board Date

Kristine A. Longhenry
Signature

December 6, 1999
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, Ramsey County Regional Railroad Authority has several important transportation-related initiatives pending at the federal level in 2000; and

WHEREAS, Riverview Corridor transit improvements and access to jobs transportation proposals are two items that will be the subject of Congressional actions in 2000; Now Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the contract with Dennis McGrann and Lockridge, Grindal, Nauen & Holstein in an amount not to exceed \$25,000 for the calendar year 2000 subject to approvals by the County Attorney, Budgeting and Accounting and Risk Management Departments; and Be It Further

RESOLVED, That the Authority authorizes its Chair to execute the contract subject to approvals by the previously listed departments.

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

Tony Bennett, Chairman

By: _____
Rafael E. Ortega, Secretary

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
CONSULTANT SERVICES AGREEMENT

The following is an agreement dated December __, 1999 between DENNIS MCGRANN and LOCKRIDGE, GRINDAL, NAUEN & HOLSTEIN, 100 WASHINGTON AVENUE SOUTH, SUITE 2200, MINNEAPOLIS, MINNESOTA 55401 (hereinafter the "CONTRACTOR") and RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, through its Administrator's Office (hereinafter the "AUTHORITY").

1. SCOPE OF SERVICES

CONTRACTOR listed above shall provide the services as outlined below:

- A. On behalf of the AUTHORITY, CONTRACTOR agrees to provide services as a federal legislative representative and consultant, to meet with federal authorities and represent the Authority's interests with particular reference to financial, programmatic, policy, and organization issues of concern to the AUTHORITY.
- B. On behalf of the AUTHORITY, CONTRACTOR will provide consultation and analysis on public relations and federal strategy, identify grant opportunities, identify and monitor federal legislation, consult with Authority representatives, and meet with federal agency and Congressional representatives on issues of importance to the Authority relating to transit, including (1) welfare reform and transit, (2) transitways and (3) funding legislation for transportation.
- C. In performing services for the AUTHORITY, the CONTRACTOR will monitor and coordinate activities with other metropolitan Regional Railroad Authorities and the Metropolitan LRT Joint Powers Board on federal transit issues.
- D. On behalf of AUTHORITY, CONTRACTOR will be available for meetings with AUTHORITY's board members and staff as requested. The AUTHORITY's administrator will be the principal contact for the CONTRACTOR on legislative matters.
- E. On behalf of the AUTHORITY, CONTRACTOR will work with the Chair of the AUTHORITY, and the AUTHORITY's administrator to:
 - 1) Foster the growth of working relationships between members of the Minnesota Congressional delegation, the AUTHORITY, and the AUTHORITY's key staff members.

- 2) Develop and assist in implementing strategies regarding how the AUTHORITY's projects are funded at the federal level in relation to other governmental units.
 - 3) Develop and assist in implementing the AUTHORITY's overall federal legislative efforts and program with a focus on present as well as future legislative efforts.
 - 4) Develop and assist in implementing strategies to foster equitable inter-governmental funding by the federal government.
- F. CONTRACTOR will work on passage of the AUTHORITY's federal legislative initiatives and will perform other activities as desired by AUTHORITY.
- G. CONTRACTOR will communicate on a regular basis with the Authority and will furnish a written summary report of activities, results obtained and status of issues still pending quarterly to the AUTHORITY.

2. DELIVERY OF SERVICES

Services will be delivered from January 1, 2000 through December 31, 2000 unless earlier terminated as provided herein.

3. COST FOR SERVICES AND PAYMENT

CONTRACTOR shall receive the sum of Twenty five thousand dollars (\$25,000) in equal monthly installments of \$2083 to be paid within 30 days of receipt by the Authority of a monthly claims form from the contractor.

4. INDEPENDENT CONTRACTOR STATUS

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of

co-partners, joint venturers, or an association with the AUTHORITY and CONTRACTOR. The CONTRACTOR is an independent contractor and neither it, its employees, agents, or representatives are agents of the AUTHORITY.

5. INDEMNITY

CONTRACTOR agrees to defend and indemnify the AUTHORITY, its officials, employees, and agents from any and all liability, loss or damage they may suffer as a result of claims, demands, judgments, or costs including reasonable attorney's fees, arising out of or related to CONTRACTOR's performance of this agreement.

6. INSURANCE AND BONDING

CONTRACTOR shall purchase and maintain such insurance to protect the CONTRACTOR from claims which may arise out of, or result from the CONTRACTOR's operations under the contract.

CONTRACTOR shall provide proof of insurance in a form and limits of coverage acceptable to the Ramsey County Risk Manager.

7. AUDIT

Until the expiration of six (6) years after furnishing of services pursuant to this agreement, CONTRACTOR, upon written request, shall make available to AUTHORITY, the state auditor, or AUTHORITY's ultimate funding source, a copy of this agreement and the books, documents, records, and accounting procedures and practices of CONTRACTOR relating to this agreement.

8. NON-DISCRIMINATION

CONTRACTOR agrees that in the hiring of all labor for the performance of any work under this agreement, it will not, by reason of race, creed, color, sex, national origin, or disability, discriminate against any person who is a citizen of the United States and who is qualified and is available to perform the work to which such employment relates.

CONTRACTOR agrees to comply with all federal, state, and local non-discrimination laws and ordinances, in particular the applicable provision of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. If applicable, CONTRACTOR agrees to have in effect an affirmative action program and shall furnish a certificate of compliance with this requirement to AUTHORITY upon request.

9. CONFLICT OF INTEREST

While this agreement is in force, it is understood that CONTRACTOR will discuss with AUTHORITY any new client obligations which may directly conflict with ongoing work on behalf of AUTHORITY. AUTHORITY has the right to cancel this agreement immediately if CONTRACTOR assumes a client obligation which, in AUTHORITY's estimation, conflicts with AUTHORITY's interests.

10. TERMINATION

A. With Cause

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

B. Without Cause

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

10. ENTIRE AGREEMENT

This agreement is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties.

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

LOCKRIDGE, GRINDAL, NAUEN
& HOLSTEIN

By: _____
Tony Bennett, Chair

By: _____

Dated: _____

Dated: _____

By:

Kathryn DeSpiegelaere
Director

David F. MacMillan 12.7.99
Risk Management

APPROVED AS TO FORM:

David F. MacMillan
David F. MacMillan
Assistant County Attorney

FUNDS ARE AVAILABLE: \$ 25,000

Account No. 2000-12501-150101-421506

C. Cantel
Budgeting & Accounting ON APPROVAL OF 2000 BUDGET

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

December 13, 1999

Date

Board Action Requested

Accept State and Federal funding for Riverview and Central Corridor environmental, planning and engineering work; approve grant contract; and authorize the Chair to execute the contract.

ACTION IS REQUESTED

Request Justification

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

Budgeting and Accounting

County Attorney

Risk Management

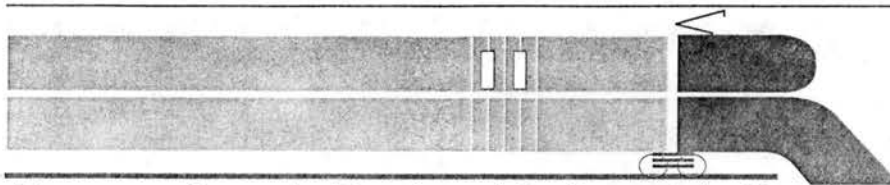
Documentation certified complete for:

December 21, 1999

Board Date

Kristine A. Longhney
Signature

December 13, 1999
Date



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

Memorandum

To: Ramsey County Regional Railroad Authority
Paul Kirkwold, County Manager

From: Kathryn DeSpiegelaere

Subject: State of Minnesota Grant Contracts

Date: December 13, 1999

During the last legislative session, Ramsey County Regional Railroad Authority was promised \$9 million over a two-year period in funding for planning and engineering work for the Riverview and Central Corridors. The funds would be provided by the Minnesota Department of Transportation and require a nonfederal match of \$2.25 million.

The first installment, of \$4.5 million, is the subject of actions proposed to be taken by the Regional Railroad Authority. The funding requires a nonfederal match of \$1.125 million. Total funding for the first year is therefore \$5.625 million.

The funds will be used in the following manner:

- For the Riverview Corridor, following the completion of the Major Investment Study in spring, 2000, the Railroad Authority will select a locally preferred alternative. If the locally preferred alternative selected requires a major capital investment (bus rapid transit or light rail transit) a Draft Environmental Impact Statement will be completed. This could be followed by preliminary engineering and a Final Environmental Impact Statement. Estimated costs to initiate, but not complete, these activities, in the first year following a grant award are \$2.5 million.

The nonfederal share of \$500,000 would be provided from a previous legislative grant that requires a federal match.

- For the Central Corridor, a transit study will be conducted examining alignments and technology. A contract is being negotiated with the firm of BRW for this work. Estimated costs to initiate, but not complete, these activities in the first year following grant award are \$3.125 million. The nonfederal share of \$625,000 will be provided from (1/2) previous state LRT grant and (1/2) Ramsey County fund balance. The previous state LRT grant requires a matching local funding source.

Therefore, Ramsey County Regional Railroad Authority is being requested to take the following actions:

- (1) Approve appropriating \$312,500 from fund balance for matching funds for Central Corridor transit work.
- (2) Authorize previously received state LRT grant funds in the amount of \$312,500 for Central Corridor transit work.
- (3) Accept new state (\$500,000 and (\$4.5million) federal funding for Riverview and Central Transit Corridor work.
- (4) Approve grant contract with the Minnesota Department of Transportation for funding for Riverview and Central Corridor.

Recommendation:

A resolution is attached that addresses the subjects listed above.

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, Ramsey County Regional Railroad Authority has been promised \$9 million over a two year period in funding for planning and engineering work for the Riverview and Central Corridors; and

WHEREAS, The Funding requires a nonfederal match of \$2.25 million; and

WHEREAS, The first installment of \$4.5 million requires a nonfederal match of \$1.125 million; and

WHEREAS, The funds will be used for the Riverview Corridor Draft Environmental Impact Statement, preliminary engineering and Final Environmental Impact Statement and the Central Corridor Transit Study; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority appropriates \$312,500 from fund balance for Central Corridor work; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority authorizes previously received state LRT grant funds in the amount of \$312,500 for Central Corridor work; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority accepts new State (\$500,000) and Federal (4.5 million) funding for Riverview and Central Corridor work; and Be It Further

RESOLVED that the grant contract with the Minnesota Department of Transportation for Riverview and Central Corridor funding is approved; and Be It Further

RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute the contract.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

**STATE OF MINNESOTA
GRANT CONTRACT**

Federal Grant Number MN-90-X126-00

Agency: T-79	Fiscal Year:	Total Contract Amount:
MAPS Contract Number:		MAPS Order Number:

 MAPS Entry -- Sign and Date
 (Individual signing certifies that funds have been
 encumbered as required by Minn. Stat. § 16A.15.)

 Mn/DOT Budget Office:

 (Authorized Signature)

THIS GRANT CONTRACT, which shall be interpreted pursuant to the laws of the state of Minnesota, is between the state of Minnesota, acting through its Commissioner of Transportation (hereinafter "STATE") and the **Ramsey County Regional Railroad Authority**, 665 Ramsey County Government Center - West, 50 West Kellogg Boulevard, St. Paul, MN 55102 (hereinafter "GRANTEE"), a governmental unit.

WHEREAS, GRANTEE is a political subdivision and local government that is organized pursuant to Minnesota Statutes Chapter 398A and that is eligible to receive Federal Transit Administration Title 49 United States Code Section 5307 grant funds; and

WHEREAS, on behalf of GRANTEE, STATE applied to the Federal Transit Administration for \$4,500,000.00 from Title 49 United States Code Section 5307 funds to conduct a Central Corridor Transit study and a Riverview Corridor study;

WHEREAS, GRANTEE will match the Federal Transit Administration grant of \$4,500,000.00 with a total of \$1,125,000.00 from non-federal funds;

WHEREAS, GRANTEE seeks \$500,000.00 from the state funds provided in Laws of Minnesota 1998, Chapter 404, Section 17, subdivision 3, paragraph (c), subparagraph (1), as amended by Laws of Minnesota 1999, Chapter 230, Section 43, to assist in providing the 20% non-federal match for the Riverview Corridor study component of this Grant Contract;

WHEREAS, GRANTEE will provide the 20% non-federal match, or \$625,000.00, for the Central Corridor study component of this Grant Contract from previously appropriated state funds (50%) and Ramsey County Regional Railroad Authority funds (50%);

WHEREAS, GRANTEE will partner with Washington County's Red Rock Corridor Transit Study to conduct capacity modeling along the Central Corridor; and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

TERM OF CONTRACT. This Grant Contract will be effective upon the date it is executed by the appropriate STATE and GRANTEE officials, and will remain effective until June 30, 2001, or until all obligations set

forth in this Grant Contract have been satisfactorily fulfilled, whichever occurs first.

II. GRANTEE'S DUTIES.

A. Central Corridor

1. GRANTEE will begin to conduct a transit study of the Central Corridor to serve as a vehicle for making decisions on major transit improvements within the Central Corridor. The study will include a re-evaluation of the Alternatives/Draft Environmental Impact Statement and a re-evaluation of previously completed preliminary engineering for light rail transit and commuter rail work that builds upon the previously completed Minnesota Department of Transportation commuter rail studies;
2. GRANTEE will provide a 20% match of non-federal funds, or an amount of \$625,000.00;
3. GRANTEE will work in conjunction with Washington County's Red Rock Corridor Transit Study to conduct modeling capacities relating to the definition, design, construction, and funding capacity improvements with impacted railroads; and
4. GRANTEE will submit to STATE monthly financial and study status reports.

Further details of the Central Corridor Transit study are provided in **Exhibit I, Central Corridor Work Program, 1999-2001** and the **Central Corridor Budget**, which is attached and incorporated into this Grant Contract. GRANTEE's resolution, which evidences its commitment to provide a non-federal match, is attached to this Grant Contract.

B. Riverview Corridor

1. GRANTEE will prepare a Draft Environmental Impact Statement, preliminary engineering and a final Environmental Impact Statement. The specifics of these tasks will be defined after the locally preferred alternative is selected as a result of the Major Investment Study currently underway by GRANTEE;
2. GRANTEE will provide a 20% match of non-federal funds, or an amount of \$500,000.00; and
3. GRANTEE will submit to STATE monthly financial and study status reports.

Further details of the Riverview Corridor activities are provided in **Exhibit II, Riverview Corridor Work Program, 2000-2001** and the **Riverview Corridor Budget**, which is attached and incorporated into this Grant Contract. GRANTEE's resolution, which evidences its commitment to provide a non-federal match is attached to this Grant Contract.

III. CONSIDERATION AND TERMS OF PAYMENT

A. STATE shall pass through to GRANTEE a total amount not to exceed \$5,000,000.00. This grant consists of \$2,000,000.00 of federal Section 5307 funds and \$500,000.00 of STATE funds for GRANTEE's non-federal match for the **Riverview Corridor**, and \$2,500,000.00 of federal Section 5307 funds for the **Central Corridor** to be matched by GRANTEE with \$625,000.00 of non-federal funds, 50% of which will be provided by funds from GRANTEE and 50% which will be provided by funds previously received from STATE. GRANTEE has provided a resolution as evidence of its commitment to provide the non-federal match of \$625,000.00 for the Central Corridor.

B. Payment will be made by STATE promptly after GRANTEE's presentation of invoices for services performed and acceptance of such services by STATE's Authorized Agent pursuant to Article IV. Invoices must be submitted with the following information: the Mn/DOT Agreement Number; a sequential invoice number; the billing address, if different from the business address; a description and supporting documentation of the work performed, the total request for funds, and an original signature by GRANTEE's Authorized Agent. Reimbursement shall be made by STATE not to exceed each invoiced amount within 30 days after GRANTEE presents STATE with invoices for eligible costs incurred under the scope of this Grant Contract.

IV. CONDITIONS OF PAYMENT. All services provided by GRANTEE pursuant to this grant must be performed to the satisfaction of STATE, as determined at the sole discretion of STATE's Authorized Agent, and in accordance with all applicable federal and state laws. If GRANTEE, its contractors, or subcontractors submit work which is not acceptable to STATE, STATE will state with particularity in what respect the work submitted is unacceptable, and STATE will give GRANTEE, its contractors, and subcontractors a reasonable opportunity to correct any objections noted by STATE. If, after reasonable corrective efforts by GRANTEE, STATE remains unsatisfied with the work, or concludes that the work was performed in violation of federal or state law, STATE will not pay GRANTEE for such work.

V. AUTHORIZED AGENTS.

A. STATE's Authorized Agent for the purposes of administration of this Grant Contract is Judith Ellison, Planning Director, Office of Transit, Department of Transportation, Mail Stop 430, 395 John Ireland Boulevard, St. Paul, Minnesota 55155-1899, (651) 296- 1376, or her successor. Such agent shall have final authority for acceptance of GRANTEE's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Article III.

B. GRANTEE's Authorized Agent for the purposes of administration of the grant is Kathryn DeSpiegelaere, Director, Ramsey County Regional Railroad Authority, 50 West Kellogg Boulevard, Suite 665 RCGC -West, St. Paul, Minnesota 55102, (651) 266-2762, or her successor. GRANTEE's Authorized Agent has full authority to represent GRANTEE in its fulfillment of the terms, conditions, and requirements of this Grant Contract.

VI. ASSIGNMENT. GRANTEE will neither assign nor transfer any rights or obligations under this Grant Contract without the prior written consent of STATE. This article does not preclude GRANTEE's use of contractors or subcontractors to complete the tasks described in Article II of this Grant Contract.

- VII. AMENDMENTS. Any amendments to this Grant Contract must be in writing, and must be executed by the same parties who executed the original Grant Contract, or their successors in office.
- VIII. LIABILITY. Each party is responsible for its own acts and omissions, the act and omissions of its employees, and the results thereof to the extent authorized by law. The parties are not responsible for the acts of any others and the results thereof. The liability of STATE is governed by Minnesota Statutes Section 3.736 and other applicable law. The liability of GRANTEE is governed by Minnesota Statutes Chapter 466.
- IX. STATE AUDITS. The books, records, documents, and accounting procedures and practices of GRANTEE relevant to this Grant Contract are subject to examination by the Minnesota Department of Transportation Auditor, the State Auditor, or the Legislative Auditor for a minimum of six years from the expiration of this Grant Contract.
- X. DATA PRACTICES, OWNERSHIP OF MATERIALS, AND INTELLECTUAL PROPERTY. GRANTEE agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by STATE in accordance with this Grant Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in accordance with this Grant Contract. In the event GRANTEE receives a request to release the data referred to in this Article, GRANTEE will immediately notify STATE. STATE will give GRANTEE instructions concerning the release of the data to the requesting party before the data is released.

Upon payment in full for the applicable materials, STATE and GRANTEE shall jointly own in entirety all rights, including all intellectual property rights, in all original materials, in whatever form, developed or created by GRANTEE and its employees, individually or jointly with others, or any subcontractor in the performance of GRANTEE's obligations under this Grant Contract. Copies of all materials which have been paid for by STATE shall be remitted to STATE by GRANTEE upon completion, termination, or cancellation of this Grant Contract. GRANTEE will also retain copies of all materials created or compiled under this Grant Contract. GRANTEE or its employees, individually or jointly with others, or any subcontractor, shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of GRANTEE's obligations under this Grant Contract without the prior written consent of STATE's Authorized Agent.

- XI. AFFIRMATIVE ACTION. GRANTEE agrees to comply with Minnesota Statutes Section 363.03, Subdivision 1, clause (2) to not discriminate against any employee for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age. GRANTEE also agrees to comply with the applicable requirements in Minnesota Statutes Section 363.073, Subdivision 1, paragraph (a), unless compliance with such statute would violate any federal or state statutory or constitutional provision..
- XII. USE OF SUBCONTRACTORS. GRANTEE must require all subcontractor agreements to contain all appropriate terms and conditions of this Grant Contract as they apply to the subcontractor. The use of subcontractors does not relieve GRANTEE from performing and delivering the work stated in this Grant Contract. If the GRANTEE decides to fulfill any of its obligations and duties under this Grant Contract through a subcontractor to be paid for by funds received under this Grant Contract, GRANTEE may not execute a contract with the subcontractor or otherwise enter into a binding agreement until it has first received approval from STATE's Authorized Agent. STATE's Authorized Agent will respond as expeditiously as possible to requests from GRANTEE for authorization to subcontract. STATE'S Authorized Agent has the

authority to reject any subcontractor agreement that does not comply with the terms of this Grant Contract. GRANTEE's payment to the subcontractor shall be made within the time limits, subject to the interest penalty payments, and subject to all other provisions of Minnesota Statutes Section 16A.1245.

- XIII. CANCELLATION. This Grant Contract may be canceled by STATE or GRANTEE at any time for nonperformance under this Grant Contract upon 30 days' written notice to the other party. In the event of such a cancellation GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

In the event STATE cannot or does not obtain funding from the Minnesota Legislature, or funding cannot be continued at a level sufficient to allow for the services and/or goods contained herein, this Grant Contract may be immediately canceled, at STATE'S option, by written notice of cancellation delivered in person, by mail, or via facsimile to GRANTEE at the address specified in this Contract. STATE will not be obligated to pay for any services and/or goods performed by CONTRACTOR after such notice of cancellation.

- XIV. FEDERAL CLAUSES. GRANTEE agrees to comply with the *Federal FY2000 Certifications and Assurances* which are incorporated into this Grant Contract in **Exhibit III**.

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

GRANTEE

STATE OF MINNESOTA

By: _____

By: _____

Title: _____

Title: Director, Office of Transit

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

GRANTEE'S SIGNATURE ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 199____,

by _____, the _____
(Name) (Title)

and _____, the _____
(Name) (Title)

of _____ and executed of their/his/her own free will intending to
(Grantee)

be bound thereby.

Approved as TO FORM
Dail MacNeil
Asst Ramsey Co. Atty

NOTARY PUBLIC

My Commission Expires: _____

Dennis H. Kaplan
Risk Manager
12.15.99

Central Corridor Work Program, 1999-2001

The Central Corridor Transit Study in 1999-2001 will include the following major tasks:

1. Administration --- The studies undertaken in the Central Corridor will be managed by staff of Ramsey County Regional Railroad Authority, Metro Transit, Mn/DOT, and cities.
2. Community and public involvement --- A comprehensive public involvement and information effort will be part of the Central Corridor project. Communicating information in an easily understandable manner to key stakeholders will be done in graphic and narrative formats. Specific tasks are being formulated. They will occur on an ongoing basis throughout the project. Public education and involvement is viewed as an integral part of the transit planning process. Staff and consultants will be involved in this effort.
3. Engineering/environmental --- The work in this task will include the completion of engineering and environmental studies. Selection of a locally preferred alternative will occur during the course of the work. Specific tasks are currently being negotiated with the firm of BRW.
4. Land use/economic development/station area planning --- This task will be a major part of the transit study. Consultants and staff will work on this task. Specifics are currently being negotiated with the firm of BRW. Negotiations should be completed in late, 1999.
5. Railroad negotiations --- Many of the alternatives under study in the Central Corridor involve railroad right of way. Preliminary discussions and eventual capacity modeling will occur during the Central Corridor study.
6. Transit planning --- Specifics of transit alternatives, including feeder bus service, will be developed during the Central Corridor project. Metro Transit will work with the consultants and other staff on this element of the project.

7. Funding --- Information will be developed by consultants and staff during the project development about costs, potential sources of funding and the ability of transit projects to leverage other types of investment.

KD
11/28/99

Exhibit 1

CENTRAL CORRIDOR BUDGET

Central Corridor Transit Study and
Administration of Project

2000 - 2001

QUARTER	YEAR	AMOUNT
FIRST	2000	\$125,000
SECOND	2000	\$750,000
THIRD	2000	\$750,000
FOURTH	2000	\$875,000
FIRST	2001	\$625,000
	TOTAL	\$3,125,000

This amount will fund a portion of the Central Corridor Transit Study, but may not fund it in its entirety. Additional funds may be needed to complete the work.

Post-it Fax Note	7671	Date 12-6-99	# of pages 4
To Donna Allan		From Kathy Despiegelaere	
Co./Dept.		Co.	
Phone #		Phone #	
Fax # 297-7252		Fax #	

12/06/99

Exhibit 1

CENTRAL CORRIDOR BUDGET

Central Corridor Transit Study and
Administration of Project

2000 - 2001

QUARTER	YEAR	AMOUNT
FIRST	2000	\$125,000
SECOND	2000	\$750,000
THIRD	2000	\$750,000
FOURTH	2000	\$875,000
FIRST	2001	\$875,000
SECOND	2001	\$750,000
THIRD	2001	\$750,000
FOURTH	2001	125,000
	TOTAL	\$5,000,000

12/02/99

Exhibit 1

13

RIVERVIEW CORRIDOR WORK PROGRAM, 2000-2001

The Riverview Corridor is the subject of a Major Investment Study, due to be completed in early, 2000. The Major Investment Study is being conducted with assistance from Parsons Brinckerhoff and Davis Consulting.

The Major Investment Study is examining four alternatives:

- No build
- Transportation System Management
- Bus rapid transit
- Light rail transit.

The work being done includes definition of alternatives, public involvement and education, opening of the federal environmental process with scoping meetings, detailed definition of alternatives, assessment of environmental impacts, station area planning, cost, ridership, land use impacts, and financial analysis.

The Major Investment Study will result in a decision on a locally preferred alternative in 2000.

The Major Investment Study will be followed by a Draft Environmental Impact Statement, preliminary engineering and a Final Environmental Impact Statement.

The Riverview Corridor work plan for 2000-2001 will include the following major tasks:

1. Administration

The studies undertaken in the Riverview Corridor will be managed by staff of Ramsey County Regional Railroad Authority and Metro Transit. Metro Transit will hire a project manager who will under a contractual arrangement be on loan to Ramsey County Regional Railroad Authority. Partners in the Riverview Corridor work will also include the Minnesota Department of Transportation, Metro Council, cities, and other agencies.

2. Community and public involvement

A comprehensive public involvement and information effort will be part of work in the Riverview Corridor. Communicating information in an easily understandable manner to key stakeholders will be done in graphic and narrative format. Specific tasks will be formulated in a communications plan that will be developed for the next phase of Riverview Corridor work and will be dependent upon the locally preferred alternative selection. It will build upon the Major Investment Study community involvement plan. The Major Investment Study community involvement plan employs a variety of techniques including web site, individual meetings, newsletters, public meetings, a random sample telephone survey, media contacts, press releases, small group meetings, presentations to business, neighborhood and civic organizations, fliers distributed to adjacent neighbors, corridor tours, and other efforts to communicate with stakeholders. The purpose is to educate, communicate, and receive information from the community to help guide the Riverview Corridor process.

3. Environmental/engineering

The work in this task will first include completion of a draft environmental impact statement, assessing in greater detail than is being done in the Major Investment Study the specific environmental impacts of the locally preferred alternative. The process was initiated with scoping meetings in the Riverview Corridor Major Investment Study.

Subsequent to completion of the draft environmental impact statement, preliminary engineering and a final environmental impact statement will be completed. Specifics of these tasks will be defined after the locally preferred alternative is selected. Depending upon the locally preferred alternative that is selected, an entity other than Ramsey County Regional Railroad Authority may be responsible for the preliminary engineering and final environmental impact statement stages of the project.

KD 12/2/99 second revision

RIVERVIEW CORRIDOR BUDGET

Riverview Corridor Transit Work and
Administration of Project

2000

QUARTER	YEAR	AMOUNT
SECOND	2000	\$750,000
THIRD	2000	\$875,000
FOURTH	2000	\$875,000
	TOTAL	\$2,500,000

This amount will fund all of the Draft Environmental Impact Statement for the Riverview Corridor and a portion of the preliminary engineering work. Additional funds will be needed to complete preliminary engineering.

12/06/99

Exhibit II

16

RIVERVIEW CORRIDOR BUDGET

Riverview Corridor Transit Work and
Administration of Project

2000 - 2002

QUARTER	YEAR	AMOUNT
SECOND	2000	\$750,000
THIRD	2000	\$875,000
FOURTH	2000	\$875,000
FIRST	2001	\$1,000,000
SECOND	2001	\$1,000,000
THIRD	2001	\$700,000
FOURTH	2001	\$650,000
FIRST	2002	\$400,000
	TOTAL	\$6,250,000

12/02/99

Exhibit II

17

DEPARTMENT OF TRANSPORTATION**Federal Transit Administration****Fiscal Year 2000 Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements**

AGENCY: Federal Transit Administration, DOT.

ACTION: Notice.

SUMMARY: This Notice contains FTA's comprehensive compilation of the Federal Fiscal Year 2000 certifications and assurances to be used in connection with all Federal assistance programs FTA administers during Federal Fiscal Year 2000, in accordance with 49 U.S.C. 5323(n).

EFFECTIVE DATE: October 28, 1999.

FOR FURTHER INFORMATION CONTACT: FTA staff in the appropriate Regional Office listed below. For copies of other related documents, see the FTA Web Site at <http://www.fta.dot.gov> or contact the Office of Public Affairs, Federal Transit Administration (202) 366-4019.

Region 1: Boston

States served: Maine, New Hampshire, Vermont, Connecticut, Rhode Island, and Massachusetts

Telephone # 617-494-2055

Region 2: New York

States served: New York, New Jersey, and Virgin Islands

Telephone # 212-668-2170

Region 3: Philadelphia

States served: Pennsylvania, Delaware, Maryland, Virginia, West Virginia, and District of Columbia

Telephone # 215-656-7100

Region 4: Atlanta

States served: Kentucky, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Tennessee, and Puerto Rico

Telephone # 404-562-3500

Region 5: Chicago

States served: Minnesota, Wisconsin, Michigan, Illinois, Indiana, and Ohio

Telephone # 312-353-2789

Region 6: Dallas/Ft. Worth

States served: Arkansas, Louisiana, Oklahoma, Texas, and New Mexico

Telephone # 817-978-0550

Region 7: Kansas City

States served: Missouri, Iowa, Kansas, and Nebraska

Telephone # 816-523-0204

Region 8: Denver

States served: Colorado, Utah,

Wyoming, Montana, North Dakota,

South Dakota,

Telephone # 303-844-3242

Region 9: San Francisco

States served: California, Hawaii, Guam,

Arizona, Nevada, American Samoa,

and the Northern Mariana Islands

Telephone # 415-744-3133

Region 10: Seattle

States served: Idaho, Oregon,

Washington, and Alaska

Telephone # 206-220-7954

SUPPLEMENTARY INFORMATION: Before FTA may award a Federal grant or cooperative agreement, the Applicant must provide to FTA all certifications and assurances pertaining to itself or its project as required by Federal laws and regulations. The requisite certifications and assurances must be submitted to FTA irrespective of whether the project is financed under the authority of 49 U.S.C. chapter 53, or title 23, United States Code, or another Federal statute.

The Applicant's Annual Certifications and Assurances for Federal Fiscal Year 2000 covers all projects for which the Applicant seeks funding during that fiscal year. An Applicant's Annual Certifications and Assurances applicable to a specific grant or cooperative agreement generally remain in effect for the life of the grant or cooperative agreement to closeout, or the life of the project or project property when a useful life or standard industry life is in effect. If in a later year, however, the Applicant provides certifications and assurances that differ from the certifications and assurances previously made, the later certifications and assurances will apply to the grant, cooperative agreement, project, or project property, except as FTA otherwise permits.

Background

Since Federal Fiscal Year 1995, FTA has been consolidating the various certifications and assurances that may be required into one document. FTA intends to continue publishing this document annually in conjunction with its publication of the FTA annual apportionment Notice, which allocates funds made available by the latest U.S. Department of Transportation (U.S. DOT) annual appropriations act.

Federal Fiscal Year 2000 Changes

(1) Recipients of funds apportioned under Section 5336 that serve a population of 200,000 or more are required by 49 U.S.C. 5307(k) to make

one (1) percent of their funds available for transit enhancement activities.

These recipients are also required to submit an annual report listing the projects carried out during the preceding fiscal year with those funds. Because recipients provide that annual report as part of their quarterly report for the fourth quarter of Federal Fiscal Year 1999, we no longer request the Applicant to indicate specifically whether the annual report has been submitted. The preface to Category XII includes clarification of the reporting requirement for those recipients receiving Transit Enhancement funds. (2) Additional changes include updated reference sources, such as the reference to FTA's disadvantaged business enterprise regulations at 49 CFR part 26, and other clarifications.

Text of Federal Fiscal Year 2000 Certifications and Assurances

A detailed compilation of the provisions of the Certifications and Assurances and the Signature Page is set forth in Appendix A of this Notice, and also appears in the Certification & Assurances Tab Page of the TEAM system. It is important that each Applicant be familiar with all fifteen certification and assurance categories contained in this Notice as they may be a prerequisite for receiving FTA financial assistance. Provisions of this Notice supersede conflicting statements in any circular containing a previous version of the Annual Certifications and Assurances. The certifications and assurances contained in those circulars are merely examples, and are not acceptable or valid for Federal Fiscal Year 2000; do not rely on the statements within certifications and assurances appearing in circulars.

Significance of Certifications and Assurances

Selecting and submitting certifications and assurances to FTA, either through the TEAM system or submission of the Signature Page of Appendix A, signifies the Applicant's intent to comply with the requirements of those certifications and assurances to the extent they apply to a program for which the Applicant submits an application for assistance in Federal Fiscal Year 2000.

Requirement for Attorney's Signature

FTA requires a current (Federal Fiscal Year 2000) attorney's affirmation of the Applicant's legal authority to certify compliance with the funding obligations in this document. Irrespective of whether the Applicant chooses to make a single selection for all fifteen

categories or select individual options from the fifteen categories, the attorney signature from a previous year on is not acceptable.

Deadline for Submission

All Applicants for FTA capital investment program or formula program assistance, and current grantees with an active project financed with FTA capital investment program or formula program assistance, will be required to provide Federal Fiscal Year 2000 Certifications and Assurances within 90 days from the date of this publication or with its first grant application in Fiscal Year 2000, whichever is first. Other Applicants are encouraged to submit their certifications and assurances as soon as possible.

Preference for Electronic Submission

FTA has expanded the use of the electronic programs for Applicants, first introduced in 1995. Applicants should submit their applications as well as certifications and assurances electronically through FTA's Transportation Electronic Award and Management (TEAM) system. If an Applicant is unable to submit its certifications and assurances through the TEAM system, the Applicant should use the Signature Page form in Appendix A of this Notice.

Procedures for Electronic Submission

The Certification & Assurances Tab Page of the TEAM system contains fields for selecting the certifications and assurances to be submitted. Within that tab page are fields for the Applicant's authorized representative and its attorney to enter their personal identification numbers (PINs), and thus "sign" the certifications and assurances for electronic transmission to FTA. In certain circumstances, the Applicant may enter its PIN number in lieu of an electronic signature provided by its Attorney, provided the Applicant has on file the Affirmation of its Attorney in writing dated this Federal fiscal year as set forth in Appendix A of this Notice. Applicants may contact the appropriate Regional Office listed in this Notice or the TEAM Helpdesk for more information.

Procedures for Paper Submission

The following procedures apply to an Applicant that is unable to submit its certifications electronically. The Applicant must mark the certifications and assurances it is making on the Signature Page form in Appendix A of this Notice and submit it to FTA. The Applicant may signify compliance with all Categories by placing a single mark in the appropriate space at the top of the

Signature Selection Page in Appendix A. In certain circumstances, the Applicant may certify in lieu of the signature of its Attorney, provided the Applicant has on file the Affirmation of its Attorney in writing dated this Federal fiscal year as set forth in Appendix A of this Notice. Applicants may contact the appropriate Regional Office listed in this Notice for more information.

References

The Transportation Equity Act for the 21st Century, Pub. L. 105-178, June 9, 1998, as amended by the TEA-21 Restoration Act 105-206, 112 Stat. 685, July 22, 1998, 49 U.S.C. chapter 53, Title 23, United States Code, U.S. DOT and FTA regulations at 49 CFR, and FTA Circulars.

Issued on October 21, 1999.

Gordon J. Linton,
Administrator.

Appendix A: Federal Fiscal Year 2000 Certifications and Assurances for Federal Transit Administration Assistance Programs

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been compiled for the various Federal Transit Administration (FTA) programs. FTA requests each Applicant to provide as many of the following certifications and assurances as necessary to cover all programs for which the Applicant intends to seek FTA assistance in Federal Fiscal Year 2000. A state providing certifications and assurances on behalf of its prospective subrecipients is expected to obtain sufficient documentation from those subrecipients to assure the validity of its certifications and assurances. The fifteen categories of certifications and assurances are listed by Roman numerals I through XV on the other side of the Signature Page of this document and on the certifications and assurances tab page of FTA's Transportation Electronic Award and Management (TEAM) system. Categories II through XV will apply to some, but not all, applicants. The designation of the categories corresponds to the circumstances mandating submission of specific certifications, assurances, or agreements. As previously stated, FTA encourages the Applicant to submit its certifications and assurances through the TEAM system.

I. Certifications and Assurances Required of Each Applicant

Each Applicant for Federal assistance awarded by FTA must provide all certifications and assurances in this

category I. Consequently, FTA may not award any Federal assistance until the Applicant provides assurance of compliance by selecting category "I" on the TEAM system certifications and assurances tab page or on the Signature Page at the end of this document.

A. Authority of Applicant and Its Representative

The authorized representative of the Applicant and legal counsel who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under state and local law and the by-laws or internal rules of the Applicant organization to:

(1) Execute and file the application for Federal assistance on behalf of the Applicant.

(2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant, and

(3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal administrative requirements in carrying out any project supported by the FTA grant or cooperative agreement. The Applicant acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Applicant understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and affect the implementation of the project. The Applicant agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise.

C. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions

As required by U.S. DOT regulations on Governmentwide Debarment and Suspension (Nonprocurement) at 49 CFR 29.510:

(1) The Applicant (Primary Participant) certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not, within a three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, state, or local) terminated for cause or default.

(2) The Applicant also certifies that, if it later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to FTA.

(3) If the Applicant (Primary Participant) is unable to certify to all statements in paragraphs (1) and (2) of this certification, it shall indicate so in its applications, or in the transmittal letter or message or accompanying its annual certifications and assurances, and provide a written explanation to FTA.

D. Drug-Free Workplace Agreement

As required by U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR part 29, Subpart F, as modified by 41 U.S.C. 702, the Applicant agrees that it will provide a drug-free workplace by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against its employees for violation of that prohibition;

(2) Establishing an ongoing drug-free awareness program to inform its employees about:

(a) The dangers of drug abuse in the workplace,

(b) Its policy of maintaining a drug-free workplace,

(c) Any available drug counseling, rehabilitation, and employee assistance programs, and

(d) The penalties that may be imposed upon its employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each of its employees to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (1) of this certification;

(4) Notifying each of its employees in the statement required by paragraph (1) of this certification that, as a condition of employment financed with Federal assistance provided by the grant or cooperative agreement, the employee will be required to:

(a) Abide by the terms of the statement, and

(b) Notify the employer (Applicant) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction;

(5) Notifying FTA in writing, within ten (10) calendar days after receiving notice required by paragraph (4)(b) above from an employee or otherwise receiving actual notice of that conviction. The Applicant, as employer of any convicted employee, must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected grant or cooperative agreement;

(6) Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph (4)(b) of this agreement with respect to any employee who is so convicted:

(a) Taking appropriate personnel action against that employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(b) Requiring that employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) of this agreement. The Applicant agrees to maintain a list identifying its headquarters location and each workplace it maintains in which project activities supported by FTA are conducted, and make that list readily accessible to FTA.

E. Intergovernmental Review Assurance

The Applicant assures that each application for Federal assistance

submitted to FTA has been or will be submitted, as required by each state, for intergovernmental review to the appropriate state and local agencies. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. DOT regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

F. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements of 49 CFR part 21; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients", and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA as follows:

(1) The Applicant assures that each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

(2) The Applicant assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FTA will comply with the applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21.

(3) The Applicant assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit

the required information pertaining to its compliance with these requirements.

(4) The Applicant assures that it will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

(5) As required by 49 CFR 21.7(a)(2), the Applicant will include in each third party contract or subagreement provisions to invoke the requirements of 49 U.S.C. 5332 and 49 CFR part 21, and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, improvements.

G. Disadvantaged Business Enterprise Assurance

In accordance with 49 CFR 26.13(a), the Recipient assures that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 CFR part 26. The Recipient assures that it shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Recipient's DBE program, as required by 49 CFR part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the grant agreement or cooperative agreement. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the grant agreement or cooperative agreement. Upon notification by the Government to the Recipient of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 *et seq.*

H. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR part 27, implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment,

undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.* at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

I. Procurement Compliance

The Applicant certifies that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, "Third Party Contracting Requirements," and other implementing requirements FTA may issue. The Applicant certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

J. Certifications Prescribed by the Office of Management and Budget (SF-424B and SF-424D)

The Applicant certifies that it:

(1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in its application.

(2) Will give FTA, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(3) Will establish safeguard to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

(4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval.

(5) Will comply with all statutes relating to nondiscrimination including, but not limited to:

(a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

(b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, 1683, and 1685 through 1687, which prohibits discrimination on the basis of sex;

(c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps;

(d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibit discrimination on the basis of age;

(e) The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, relating to nondiscrimination on the basis of drug abuse;

(f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;

(h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;

(i) Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited to section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and

(j) The requirements of any other nondiscrimination statute(s) that may apply to the project.

(6) Will comply, or has complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*

which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. As required by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," at 49 CFR 24.4, and sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, the Applicant assures that it has the requisite authority under applicable state and local law and will comply or has complied with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24 including, but not limited to the following:

(a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;

(b) The Applicant will provide fair and reasonable relocation payments and assistance required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations or associations displaced as a result of any project financed with FTA assistance;

(c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24 and FTA procedures;

(d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);

(e) The Applicant will carry out the relocation process in such a manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin; and

(f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under state law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;

(g) The Applicant will pay or reimburse property owners for necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the

understanding that FTA will participate in the Applicant's eligible costs of providing payments for those expenses as required by 42 U.S.C. 4631;

(h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and

(i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions.

(7) To the extent applicable, will comply with provisions of the Hatch Act, 5 U.S.C. 1501 through 1508, and 7324 through 7326, which limit the political activities of state and local agencies and their officers and employees whose principal employment activities are financed in whole or part with Federal funds including a Federal loan, grant, or cooperative agreement, but pursuant to 23 U.S.C. 142(g), does not apply to a nonsupervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act does not otherwise apply.

(8) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 276a through 276a(7), the Copeland Act, as amended, 18 U.S.C. 874 and 40 U.S.C. 276c, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 327 through 333, regarding labor standards for federally-assisted subagreements.

(9) To the extent applicable, will comply with flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring recipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

(10) Will comply with environmental standards that may be prescribed to implement the following Federal laws and executive orders:

(a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 *et*

seq. and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;

(b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;

(c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;

(d) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 U.S.C. 4321 note;

(e) Assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 *et seq.*

(f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;

(g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300h *et seq.*;

(h) Protection of endangered species under the Endangered Species Act of 1973, as amended, Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 *et seq.*; and

(i) Environmental protections for Federal transit programs, including, but not limited to protections for a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance or any land from a historic site of national, state, or local significance used in a transit project as required by 49 U.S.C. 303.

(11) Will comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 *et seq.* relating to protecting components of the national wild and scenic rivers systems.

(12) Will assist FTA in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f, Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note, and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469a-1 *et seq.*

(13) Will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(14) Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from the awarding agency.

(15) Will record the Federal interest in the title of real property in accordance with FTA directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(16) Will comply with FTA requirements concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41.

(17) Will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by FTA or the State.

(18) Will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance.

(19) Will comply with the Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.* pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by FTA assistance.

(20) Will have performed the financial and compliance audits required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.* and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations and Department of Transportation provisions of OMB A-133 Compliance Supplement, April, 1999."

(21) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the project.

II. Lobbying Certification for an Application Exceeding \$100,000

An Applicant that submits, or intends to submit this fiscal year, an application for Federal assistance exceeding \$100,000 must provide the following certification. Consequently, FTA may not provide Federal assistance for an application exceeding \$100,000 until

the Applicant provides this certification by selecting category "II" on the TEAM system certifications and assurances tab page or on the Signature Page at the end of this document.

A. As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application for a Federal assistance exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

(2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including the information required by the form's instructions, which may be amended to omit such information as permitted by 31 U.S.C. 1352.

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. Certification Pertaining to the Effects of the Project on Private Mass Transportation Companies

An Applicant that is a state or local government that seeks Federal assistance authorized by 49 U.S.C. chapter 53 to acquire property of a private mass transportation company or an interest in property of a private mass transportation company or operate mass transportation equipment or a facility in competition with or in addition to

transportation service provided by an existing mass transportation company must provide the following certification. Consequently, FTA may not award Federal assistance for that project until the Applicant provides this certification by selecting category "III" on the TEAM system certifications and assurances tab page or on the Signature Page at the end of this document.

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires property or an interest in property of a private mass transportation company or operates mass transportation equipment or a facility in competition with or in addition to transportation service provided by an existing mass transportation company it has or will have:

A. Found that the assistance is essential to carrying out a program of projects as determined by the plans and programs of the metropolitan planning organization;

B. Provided for the participation of private mass transportation companies to the maximum extent feasible;

C. Paid just compensation under State or local law to a private mass transportation company for its franchises or property acquired and;

D. Acknowledged that the assistance falls within the labor standards compliance requirements of 49 U.S.C. 5333(a) and 5333(b).

IV. Public Hearing Certification for a Capital Project That Will Substantially Affect a Community or Its Transit Service

An Applicant seeking Federal assistance under 49 U.S.C. chapter 53 for a capital project that will substantially affect a community or the community's transit service must provide the following certification. Consequently, FTA may not award Federal assistance for that project until the Applicant provides this certification by selecting category "IV" on the TEAM system certifications and assurances tab page or on the Signature Page at the end of this document.

As required by 49 U.S.C. 5323(b), the Applicant certifies that it has, or before submitting its application, will have:

A. Provided an adequate opportunity for a public hearing with adequate prior notice of the proposed project published in a newspaper of general circulation in the geographic area to be served;

B. Held that hearing and provided FTA a transcript or detailed report summarizing the issues and responses, unless no one with a significant economic, social, or environmental interest requests a hearing;

C. Considered the economic, social, and environmental effects of the project; and

D. Determined that the project is consistent with official plans for developing the urban area.

V. Certification of Pre-Award and Post-Delivery Reviews Required for Acquisition of Rolling Stock

An Applicant seeking FTA assistance to acquire rolling stock must provide the following certification. Consequently, FTA may not provide assistance to acquire rolling stock until the Applicant provides this certification by selecting category "V" on the TEAM system certifications and assurances tab page or on the Signature Page at the end of this document.

As required by 49 U.S.C. 5323(m) and implementing FTA regulations at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post-delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

VI. Bus Testing Certification Required for New Bus Acquisitions

An Applicant seeking FTA assistance to acquire new buses must provide the following certification. Consequently, FTA may not provide assistance for the acquisition of new buses until the Applicant provides this certification by selecting category "VI" on the TEAM system certifications and assurances tab page or on the Signature Page at the end of this document.

As required by FTA regulations, "Bus Testing," at 49 CFR 665.7, the Applicant certifies that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or authorizing final acceptance of that bus (as described in 49 CFR part 665):

A. The model of the bus will have been tested at a bus testing facility approved by FTA; and

B. It will have received a copy of the test report prepared on the bus model.

VII. Charter Service Agreement

An Applicant seeking FTA assistance to acquire or operate transportation equipment or facilities acquired with Federal assistance authorized by 49 U.S.C. chapter 53 or Title 23, U.S.C. (except 49 U.S.C. 5310) must enter into the following charter service agreement. Consequently, FTA may not provide

assistance for those projects until the Applicant enters into this agreement by selecting category "VII" on the TEAM system certifications and assurances tab page or on the Signature Page at the end of this document.

A. As required by 49 U.S.C. 5323(d) and FTA regulations, "Charter Service," at 49 CFR 604.7, the Applicant agrees that it and its recipients will:

(1) Provide charter service that uses equipment or facilities acquired with Federal assistance authorized for 49 U.S.C. 5307, 5309, or 5311 or Title 23 U.S.C., only to the extent that there are no private charter service operators willing and able to provide the charter service that it or its recipients desire to provide, unless one or more of the exceptions in 49 CFR 604.9 applies, and

(2) Comply with the provisions of 49 CFR part 604 before they provide any charter service using equipment or facilities acquired with Federal assistance authorized for the above statutes.

B. The Applicant understands that the requirements of 49 CFR part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this agreement, and violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

VIII. School Transportation Agreement

An Applicant seeking FTA assistance to acquire or operate transportation facilities and equipment acquired with Federal assistance authorized by 49 U.S.C. chapter 53 or Title 23, U.S.C. must agree as follows. Consequently, FTA may not provide assistance for transportation facilities until the Applicant enters into this Agreement by selecting category "VIII" on the TEAM system certifications and assurances tab page or on the Signature Page at the end of this document.

A. As required by 49 U.S.C. 5323(f) and FTA regulations, "School Bus Operations," at 49 CFR 605.14, the Applicant agrees that it and all its recipients will:

(1) Engage in school transportation operations in competition with private school transportation operators only to the extent permitted by 49 U.S.C. 5323(f), and implementing regulations, and

(2) Comply with the requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance awarded by FTA and authorized by 49 U.S.C. chapter 53 or

Title 23 U.S.C. for transportation projects.

B. The Applicant understands that the requirements of 49 CFR part 605 will apply to any school transportation it provides, the definitions of 49 CFR part 605 apply to this school transportation agreement, and a violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

IX. Certification Required for the Direct Award of FTA Assistance to an Applicant for Its Demand Responsive Service

An Applicant seeking direct Federal assistance to support demand responsive service must provide the following certification. Consequently, FTA may not award Federal assistance directly to an Applicant to support its demand responsive service until the Applicant provides this certification by selecting category "IX" on the TEAM system certifications and assurances tab page or on the Signature Page at the end of this document.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77, the Applicant certifies that its demand responsive service offered to persons with disabilities, including persons who use wheelchairs, is equivalent to the level and quality of service offered to persons without disabilities. When viewed in its entirety, the Applicant's service for persons with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) Response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

X. Substance Abuse Certifications

If the Applicant is required by Federal regulations to provide the following substance abuse certifications, FTA may not provide Federal assistance to that Applicant until it provides these certifications by selecting category "X" on the TEAM system certifications and assurances tab page or on the Signature Page at the end of this document.

A. Alcohol Testing Certification

As required by FTA regulations, "Prevention of Alcohol Misuse in Transit Operations," at 49 CFR 654.83, the Applicant certifies that it has established and implemented an alcohol

misuse prevention program in compliance with 49 CFR part 654; and if the Applicant has employees regulated by the U.S. Federal Railroad Administration (U.S. FRA), the Applicant also certifies that it has for those employees an alcohol misuse prevention program in compliance with U.S. FRA regulations, "Control of Alcohol and Drug Use," 49 CFR part 219.

B. Anti-Drug Program Certification

As required by FTA regulations "Prevention of Prohibited Drug Use in Transit Operations," at 49 CFR 653.83, the Applicant certifies that it has established and implemented an anti-drug program and conducted employee training in compliance with 49 CFR part 653; and if the Applicant has employees regulated by the U.S. Federal Railroad Administration (U.S. FRA), the Applicant also certifies that it has for those employees an anti-drug program in compliance with U.S. FRA regulations, "Control of Alcohol and Drug Use," 49 CFR part 219.

XI. Certification Required for Interest or Other Financing Costs

The Applicant must provide the following certification in connection with requests for reimbursements of interest or other financing costs of capital projects. FTA may not provide assistance to support those costs until the Applicant provides this certification by selecting category "XI" on the TEAM system certifications and assurances tab page or on the Signature Page at the end of this document.

As required by 49 U.S.C. 5307(g), 49 U.S.C. 5309(g)(2)(B), 49 U.S.C. 5309(g)(3)(A), and 49 U.S.C. 5309(n), the Applicant certifies that it will not seek reimbursement for interest and other financing costs unless its records demonstrate it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA might require.

XII. Certifications and Assurances for the Urbanized Area Formula Program and the Job Access and Reverse Commute Program

Each Applicant to FTA for Urbanized Area Formula Program assistance authorized for 49 U.S.C. 5307 and each Applicant for Job Access and Reverse Commute Program assistance authorized for section 3037 of the Transportation Equity Act for the 21st Century, 49 U.S.C. 5309 note, must provide the following certifications in connection with its application. Consequently, FTA may not award Urbanized Area Formula Program assistance or Job Access and

Reverse Commute Program assistance to the Applicant until the Applicant provides these certifications and assurances by selecting category "XII" on the TEAM system certifications and assurances tab page or on the Signature Page at the end of this document.

In addition, each Applicant that has received Transit Enhancement funding authorized by 49 U.S.C. 5307(k)(1) must include within its quarterly report for the fourth quarter of the preceding Federal fiscal year a list of the projects carried out during the preceding Federal fiscal year with those Transit Enhancement funds. That list constitutes the report of transit projects carried out during the preceding fiscal year to be submitted as part of the Applicant's annual certifications and assurances, as required by 49 U.S.C. 5307(k)(3), and is thus incorporated by reference and made part of that Applicant's annual certifications and assurances. FTA may not award Urbanized Area Formula Program assistance to any Applicant that has received Transit Enhancement funding authorized by 49 U.S.C. 5307(k)(1), unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and that report contains the requisite list.

A. Certifications Required by Statute

(1) As required by 49 U.S.C. 5307(d)(1)(A) through (J), the Applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out the proposed program of projects;

(b) It has or will have satisfactory continuing control over the use of the equipment and facilities;

(c) It will adequately maintain the equipment and facilities;

(d) It will ensure that elderly or handicapped persons, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307 or for section 3037 of the Transportation Equity Act for the 21st Century (TEA-21), 49 U.S.C. 5309 note, not more than fifty (50) percent of the peak hour fare;

(e) In carrying out a procurement financed with Federal assistance authorized for the Urbanized Area Formula Program at 49 U.S.C. 5307 or section 3037 of TEA-21, 49 U.S.C. 5309 note, it will use competitive

procurement (as defined or approved by the Secretary), it will not use a procurement using exclusionary or discriminatory specifications, and it will comply with applicable Buy America laws in carrying out a procurement;

(f) It has complied or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it has made available or before submitting its application it will make available: (1) To the public information on amounts available for the Urbanized Area Formula Program at 49 U.S.C. 5307 and, if applicable, the Job Access and Reverse Commute Grant Program, 49 U.S.C. 5309 note, and the program of projects it proposes to undertake with those funds; (2) in consultation with interested parties including private transportation providers, develop a proposed program of projects for activities to be financed; (3) publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; and (5) ensure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) consider comments and views received, especially those of private transportation providers, in preparing the final program of projects; and (7) make the final program of projects available to the public;

(g) It has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) and applicable FTA policy (specifying Federal and local shares of project costs);

(h) It will comply with: 49 U.S.C. 5301(a) (requirements for transportation systems that maximize mobility and minimize fuel consumption and air pollution); 49 U.S.C. 5301(d) (requirements for transportation of the elderly and persons with disabilities); 49 U.S.C. 5303 through 5306 (planning requirements); and 49 U.S.C. 5310 (a) through (d) (programs for the elderly and persons with disabilities);

(i) It has a locally developed process to solicit and consider public comment before raising fares or implementing a major reduction of transportation; and

(j) As required by required by 49 U.S.C. 5307(d)(1)(f), unless it has

determined that it is not necessary to expend one (1) percent of the amount of Federal assistance it receives for this fiscal year apportioned in accordance with 49 U.S.C. 5336 for transit security projects, it will expend at least one (1) percent of the amount of that assistance for transit security projects, including increased lighting in or adjacent to a transit system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned transit system.

(2) As required by 49 U.S.C. 5307(k)(3), if it has received Transit Enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects implemented in the preceding Federal fiscal year using Transit Enhancement funds, and made part of its certifications and assurances.

B. Certification Required for Capital Leasing

As required by FTA regulations, "Capital Leases," at 49 CFR 639.15(b)(1) and 639.21, to the extent the Applicant uses Federal assistance authorized for 49 U.S.C. 5307 or section 3037 of TEA-21, 49 U.S.C. 5309 note, to acquire any capital asset by lease, the Applicant certifies that:

(1) It will not use Federal assistance authorized for 49 U.S.C. 5307 or section 3037 of TEA-21, 49 U.S.C. 5309 note, to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset;

(2) It will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and

(3) It will not enter into a capital lease for which FTA can only provide incremental funding unless it has the financial capacity to meet its future obligations under the lease in the event Federal assistance is not available for capital projects in subsequent years.

C. Certification Required for Sole Source Purchase of Associated Capital Maintenance Item

As required by 49 U.S.C. 5325(c), to the extent that the Applicant procures an associated capital maintenance item under the authority of 49 U.S.C.

5307(b)(1), the Applicant certifies that it will use competition to procure an associated capital maintenance item unless the manufacturer or supplier of that item is the only source for the item and the price of the item is no more than the price similar customers pay for the item, and maintain sufficient records pertaining to each such procurement on file easily retrievable for FTA inspection.

XIII. Certifications and Assurances for the Elderly and Persons With Disabilities Program

An Applicant that intends to administer, on behalf of the state, the Elderly and Persons with Disabilities Program must provide the following certifications and assurances. Consequently, FTA may not award assistance for the Elderly and Persons with Disabilities Program until the Applicant provides these certifications and assurances by selecting category "XIII" on the TEAM system certifications and assurances tab page or on the Signature Page at the end of this document.

Based on its own knowledge and, as necessary, on information submitted by the subrecipient, the Applicant administering on behalf of the state the Elderly and Persons with Disabilities Program authorized by 49 U.S.C. 5310 certifies and assures that the following requirements and conditions will be fulfilled:

A. The state organization serving as the Applicant and each subrecipient has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5310; and to implement and manage the project.

B. The state assures that each subrecipient either is recognized under state law as a private nonprofit organization with the legal capability to contract with the state to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.

C. The subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the state concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities.

D. The state assures that sufficient non-Federal funds have been or will be committed to provide the required local share.

E. The subrecipient has, or will have by the time of delivery, sufficient funds to operate and maintain the vehicles and equipment purchased with Federal assistance awarded for this project.

F. The state assures that before issuing the state's formal approval of a project, its Elderly and Persons with Disabilities Formula Program is included in the Statewide Transportation Improvement Program as required by 23 U.S.C. 135; all projects in urbanized areas recommended for approval are included in the annual element of the metropolitan Transportation Improvement Program in which the subrecipient is located; and any public body that is a prospective subrecipient of capital assistance has provided an opportunity for a public hearing.

G. The subrecipient has, to the maximum extent feasible, coordinated with other transportation providers and users, including social service agencies authorized to purchase transit service.

H. The subrecipient is in compliance with all applicable civil rights requirements, and has provided the Nondiscrimination Assurance. (Category I.F, "Certifications and Assurances Required of Each Applicant").

I. The subrecipient will comply with applicable requirements of U.S. DOT regulations on participation of disadvantaged business enterprises in U.S. DOT programs and has provided the Disadvantaged Business Enterprise Assurance (Category I.G, "Certifications and Assurances Required of Each Applicant").

J. The state will comply with all existing Federal requirements regarding transportation of elderly persons and persons with disabilities. Each subrecipient has provided to the state an Assurance of Nondiscrimination on the Basis of Disability, (Category I.H, "Certifications and Assurances Required of Each Applicant"). If non-accessible vehicles are being purchased for use by a public entity in demand responsive service for the general public, the state will obtain from the subrecipient a "Certification of Equivalent Service," which states that when viewed in its entirety the public entity's demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service set forth in 40 CFR 37.77(c).

K. The subrecipient has certified to the state that it will comply with the applicable provisions of 49 CFR 605 pertaining to school transportation operations (Category VIII, "School Transportation Agreement").

L. Unless otherwise noted, each of the subrecipient's projects qualifies for a

categorical exclusion and does not require further environmental approvals, as described in the joint FHWA/FTA regulations,

"Environmental Impact and Related Procedures," at 23 CFR 771.117(c). The state certifies that financial assistance will not be provided for any project that does not qualify for a categorical exclusion described in 23 CFR 771.117(c) until FTA has made the required environmental finding. The state further certifies that no financial assistance will be provided for a project requiring a conformity finding in accordance with the Environmental Protection Agency's Clean Air Conformity regulations at 40 CFR parts 51 and 93, until FTA makes the required conformity finding.

M. The subrecipient has submitted (or will submit) all applicable certifications and assurances currently required, including, but not limited to: a certification that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, "Third Party Contracting Requirements," and other implementing requirements FTA may issue; a certification that its project provides for the participation of private mass transportation companies to the maximum extent feasible; a certification it has paid or will pay just compensation under state or local law to each private mass transportation company for its franchise or property acquired under the project; a nonprocurement suspension and debarment certification; a bus testing certification for new models; a pre-award and post-delivery review certification; and a lobbying certification for each application exceeding \$100,000. Certifications and assurances applicable to and submitted by the subrecipient should be substantially similar to the text of parallel certifications and assurances text of Categories I through XI of this document, but modified as necessary to accommodate the subrecipient's circumstances.

N. The state will enter into a written agreement with each subrecipient stating the terms and conditions of assistance by which the project will be undertaken and completed.

O. The state recognizes FTA's authority to conduct audits and reviews to verify compliance with the foregoing requirements and stipulations.

XIV. Certifications and Assurances for the Nonurbanized Area Formula Program

An Applicant that intends to administer, on behalf of the state, the Nonurbanized Area Formula Program must provide the following certifications and assurances. Consequently, FTA may not award Nonurbanized Area Formula Program assistance to the Applicant until the Applicant provides these certifications and assurances by selecting category "XIV" on the TEAM system, certifications and assurances tab page or on the Signature Page at the end of this document.

Based on its own knowledge and, as necessary, on information submitted by the subrecipient, the Applicant administering on behalf of the state the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311 certifies and assures that the following requirements and conditions will be fulfilled:

A. The state organization serving as the Applicant and each subrecipient has or will have the necessary legal, financial, and managerial capability to apply for, receive and disburse Federal assistance authorized for 49 U.S.C. 5311; and to implement and manage the project.

B. The state assures that sufficient non-Federal funds have been or will be committed to provide the required local share.

C. The subrecipient has, or will have by the time of delivery, sufficient funds to operate and maintain the vehicles and equipment purchased with Federal assistance authorized for this project.

D. The state assures that before issuing the state's formal approval of the project, its Nonurbanized Area Formula Program is included in the Statewide Transportation Improvement Program as required by 23 U.S.C. 135; to the extent applicable, projects are included in a metropolitan Transportation Improvement Program.

E. The state has provided for a fair and equitable distribution of Federal assistance authorized for 49 U.S.C. 5311 within the state, including Indian reservations within the state.

F. The subrecipient has, to the maximum extent feasible, coordinated with other transportation providers and users, including social service agencies authorized to purchase transit service.

G. The subrecipient is in compliance with all applicable civil rights requirements, and has provided the Nondiscrimination Assurance. (Category I.F., "Certifications and Assurances Required of Each Applicant").

H. The subrecipient will comply with applicable requirements of U.S. DOT regulations on participation of disadvantaged business enterprise in U.S. DOT programs and has provided the Disadvantaged Business Enterprise Assurance (Category I.G., "Certifications and Assurances Required of Each Applicant").

I. The state will comply with all existing Federal requirements regarding transportation of elderly persons and persons with disabilities. Each subrecipient has provided to the state an Assurance of Nondiscrimination on the Basis of Disability. (Category I.H., "Certifications and Assurances Required of Each Applicant"). If non-accessible vehicles are being purchased for use by a public entity in demand responsive service for the general public, the state will obtain from the subrecipient a "Certification of Equivalent Service," which states that when viewed in its entirety the public entity's demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service set forth in 40 CFR 37.77(c).

J. The subrecipient has complied with the transit employee protective provisions of 49 U.S.C. 5333(b), by one of the following actions: (1) Signing the Special Warranty for the Nonurbanized Area Formula Program, (2) agreeing to alternative comparable arrangements approved by the Department of Labor (DOL), or (3) obtaining a waiver from DOL; and the state has certified the subrecipient's compliance to DOL.

K. The subrecipient has certified to the state that it will comply with 49 CFR part 604 in the provision of any charter service provided with equipment or facilities acquired with FTA assistance, and will also comply with applicable provisions of 49 CFR part 605 pertaining to school transportation operations (Category VII, "Charter Service Agreement," and Category VIII, "School Transportation Agreement").

L. Unless otherwise noted, each of the subrecipient's projects qualifies for a categorical exclusion and does not require further environmental approvals, as described in the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR 771.117(c). The state certifies that financial assistance will not be provided for any project that does not qualify for a categorical exclusion described in 23 CFR 771.117(c) until FTA has made the required environmental finding. The state further certifies that no financial assistance will be provided for a project requiring a conformity finding in

Exhibit III

accordance with the Environmental Protection Agency's Clean Air Conformity regulations at 40 CFR parts 51 and 93, until FTA makes the required conformity finding.

M. The subrecipient has submitted (or will submit) all applicable certifications and assurances currently required, including but not limited to: a certification that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, "Third Party Contracting Requirements," and other implementing requirements FTA may issue; a certification that its project provides for the participation of private mass transportation companies to the maximum extent feasible; a certification it has paid or will pay just compensation under state or local law to each private mass transportation company for its franchise or property acquired under the project; a nonprocurement suspension and debarment certification; a bus testing certification for new bus models; a pre-award and post-delivery review certification; and a lobbying certification for each application exceeding \$100,000. Certifications and assurances applicable to and submitted by the subrecipient should be substantially similar to the text of parallel certifications and assurances text of Categories I through XI of this document, but modified as necessary to accommodate the subrecipient's circumstances.

N. The state will enter into a written agreement with each subrecipient stating the terms and conditions of assistance by which the project will be undertaken and completed.

O. The state recognizes FTA's authority to conduct audits and reviews to verify compliance with the foregoing requirements and stipulations.

P. As required by 49 U.S.C. 5311(f), it will expend not less than fifteen (15) percent of the Federal assistance authorized for 49 U.S.C. 5311(f) it receives during this fiscal year to carry out a program to develop and support intercity bus transportation, unless the chief executive officer of the state or his or her duly authorized designee certifies that the intercity bus service needs of the state are being adequately met.

XV. Certifications and Assurances for the State Infrastructure Bank Program

A state Applicant for a grant of Federal assistance for deposit in the State Infrastructure Bank (SIB) must provide the following certifications and assurances. Consequently, FTA may not

award Federal assistance to capitalize a SIB until the state Applicant provides these certifications and assurances by selecting category "XV" on the TEAM system certifications and assurances tab page or on the Signature Page at the end of this document.

Based on its own knowledge and, as necessary, on information submitted by the participating parties, the state serving as the Applicant for Federal assistance for the Transit Account of its state SIB program authorized by either section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note, or the State Infrastructure Bank Pilot Program, 23 U.S.C. 181 note, certifies and assures that the following requirements and conditions will be fulfilled pertaining to any project financed with Federal assistance derived from the Transit Account of the SIB:

A. The state organization serving as the Applicant (state) agrees and assures the agreement of the SIB and each recipient of Federal assistance derived from the Transit Account of the SIB within the state (subrecipient) that each Project financed with Federal assistance derived from the Transit Account will be administered in accordance with the:

(1) Applicable provisions of section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note, or of the State Infrastructure Bank Pilot Program, 23 U.S.C. 181 note, and any further amendments thereto.

(2) Provisions of FTA's NHS Guidelines, and any amendments thereto.

(3) Terms and conditions of Department of Labor Certification(s) of Transit Employee Protective Arrangements that are required by Federal law or regulations.

(4) Provisions of FHWA and FTA cooperative agreement with the state to establish the state's SIB program, and

(5) Provisions of the FTA grant agreement with the state that obligating Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note, or section 1511 of TEA-21, as amended, and FTA SIB Guidelines, the provisions of the cooperative agreement establishing the SIB program within the state, or the text within the FTA grant agreement.

B. The state agrees to comply with and assures the compliance of the SIB and each subrecipient of all applicable requirements for the SIB program, as

those requirements may be amended from time to time. Pursuant to subsection 1511(h)(2) of TEA-21, applicants for assistance authorized by the State Infrastructure Bank Pilot Program, 23 U.S.C. 181 note, agree that previous cooperative agreements entered into with States under section 350 of the National Highway System Designation Act of 1995, as amended, will be revised to comply with new requirements.

C. The state assures that the SIB will provide Federal assistance from its Transit Account only for transit capital projects eligible under section 1511 of TEA-21, and that those projects will fulfill all requirements imposed on comparable capital transit projects financed by FTA.

D. The state understands that the total amount of funds to be awarded for a grant agreement will not be immediately available for draw down. Consequently, the state assures that it will limit the amount of Federal assistance it draws down for deposit in the Transit Account of its SIB to amounts that do not exceed the limitations specified in the underlying grant agreement or the approved project budget for that grant agreement.

E. The state assures that each subrecipient has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized by Federal statute for use in the Transit Account of the SIB, including the ability to comply with Year 2000 (Y2K) management of funds and investments, and to implement, manage, operate, and maintain the project and project property for which such assistance will support.

F. The state assures that the SIB will provide Federal assistance derived from the Transit Account only to a subrecipient that is either a public or private entity recognized under state law as having the legal capability to contract with the state to carry out its proposed project.

G. The state assures that sufficient non-Federal funds have been or will be committed to provide the required local share.

H. The state assures that the SIB will enter into a written agreement with each subrecipient stating the terms and conditions of assistance by which the project will be undertaken and completed, including specific provisions that any security or debt financing instrument the SIB may issue will contain an express statement that the security or instrument does not constitute a commitment, guarantee, or obligation of the United States.

I. The state assures that before the SIB enters into an agreement with a subrecipient under which Federal assistance within the Transit Account of the SIB will be disbursed to the subrecipient, the subrecipient's project is included in the Statewide Transportation Improvement Program; all projects in urbanized areas recommended for approval are included in the annual element of the metropolitan Transportation Improvement Program in which the subrecipient is located; and it has obtained from each subrecipient of capital assistance that is also a public body a certification that an opportunity for a public hearing has been provided.

J. The state assures that the SIB has, to the maximum extent feasible, coordinated with other transportation providers and users, and other interested parties within the area.

K. The state assures that the SIB is in compliance with all applicable civil rights requirements (Category I.F, "Certifications and Assurances Required of Each Applicant").

L. The state assures that the SIB will comply with applicable requirements of U.S. DOT regulations on participation of disadvantaged business enterprises in U.S. DOT programs and has provided the Disadvantaged Business Enterprise Assurance (Category I.G, "Certifications and Assurances Required of Each Applicant").

M. To the extent applicable, the state will comply with all existing Federal requirements regarding transportation of elderly persons and persons with disabilities. The state assures that the SIB will provide to the state an Assurance of Nondiscrimination on the Basis of Disability from each subrecipient (Category I.H, "Certifications and Assurances Required of Each Applicant"). If non-accessible vehicles are being purchased for use by a public entity in demand responsive service for the general public, the state will obtain from the subrecipient a "Certification of Equivalent Service," which states that the public entity's demand responsive service offered to persons with disabilities, including persons who use wheelchairs, is equivalent to the level and quality of service the public entity offers to

persons without disabilities (Category IX, "Certifications Required for the Direct Award of FTA Assistance to an Applicant for its Demand Responsive Service."). This "Certification of Equivalent Service" must also state that the public entity's demand responsive service, when viewed in its entirety, is provided in the most integrated setting feasible and has equivalent: (1) Response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions or restraints on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

N. The state assures that before the SIB provides Federal assistance from the Transit Account, each subrecipient will have complied with the applicable transit employee protective provisions of 49 U.S.C. 5333(b) as required for that subrecipient and its project.

O. The state assures that each subrecipient has certified or will certify to the state that it will comply with applicable provisions of 49 CFR part 604 in the provision of any charter service provided with equipment or facilities acquired with FTA assistance, and will also comply with applicable provisions of 49 CFR part 605 pertaining to school transportation operations (Category VII, "Charter Service Agreement," and Category VIII, "School Transportation Agreement").

P. Unless otherwise noted, the state assures that each of the subrecipient's projects qualifies for a categorical exclusion and does not require further environmental approvals, as described in paragraph Q of this Category XV. Unless otherwise noted, the state assures that each of the subrecipient's projects qualifies for a categorical exclusion and does not require further environmental approvals, as described in the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR 771.117(c). The state certifies that the SIB will not provide financial assistance from the Transit Account for any project that does not qualify for a categorical exclusion described in 23 CFR 771.117(c) until FTA has made the required environmental finding. The state further certifies that the SIB will

provide no financial assistance from its Transit Account for a project requiring a conformity finding in accordance with the Environmental Protection Agency's Clean Air Conformity regulations at 40 CFR parts 51 and 93, until FTA makes the required conformity finding.

Q. The state assures that the subrecipient has submitted (or will submit), when applicable, all certifications and assurances currently required, including, but not limited to: a certification that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, "Third Party Contracting Requirements," and other implementing requirements FTA may issue; a certification that its project provides for the participation of private mass transportation companies to the maximum extent feasible; a certification it has paid or will pay just compensation under state or local law to each private mass transportation company for its franchise or property acquired under the project; a nonprocurement suspension and debarment certification; a bus testing certification for new models; a pre-award and post-delivery review certification; and a lobbying certification for each application exceeding \$100,000; assurances FTA requires for projects involving real property; and if required by FTA, an anti-drug program certification and an alcohol testing certification. Certifications and assurances applicable to and submitted by the subrecipient should be substantially similar to the text of parallel certifications and assurances of Categories I through XI of this document, but modified as necessary to accommodate the SIB and the subrecipient's circumstances.

R. The state agrees and assures that the SIB and each subrecipient will agree to permit FTA, U.S. DOT, and the Comptroller General to conduct audits to verify compliance with the foregoing requirements and stipulations.

Selection and Signature Pages Follow

BILLING CODE 4910-57-P

Appendix A

FEDERAL FY 2000 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE

Name of Applicant: _____

The Applicant agrees to comply with applicable requirements of Categories I - XV. _____
(The Applicant may make this selection in lieu of individual selections below.)

OR

The Applicant agrees to comply with the applicable requirements of the following categories it has selected:

- I. Certifications and Assurances Required of Each Applicant. _____
- II. Lobbying Certification _____
- III. Certification Pertaining to Effects on Private Mass Transportation Companies _____
- IV. Public Hearing Certification for a Project with Substantial Impacts _____
- V. Certification for the Purchase of Rolling Stock _____
- VI. Bus Testing Certification. _____
- VII. Charter Service Agreement. _____
- VIII. School Transportation Agreement. _____
- IX. Certification for Demand Responsive Service _____
- X. Substance Abuse Certifications _____
- XI. Certification Required for Interest and Other Financing Costs _____
- XII. Certifications and Assurances for the Urbanized Area Formula Program, and the Job Access and Reverse Commute Program _____
- XIII. Certifications and Assurances for the Elderly and Persons with Disabilities Program _____
- XIV. Certifications and Assurances for the Nonurbanized Area Formula Program _____
- XV. Certifications and Assurances for the State Infrastructure Bank (SIB) Program _____

(Both sides of this Signature Page must be appropriately completed and signed where indicated.)

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Appendix A

FEDERAL FISCAL YEAR 2000 FTA CERTIFICATIONS AND ASSURANCES

(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

Name of Applicant: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW I, _____ (name), on behalf of the Applicant, declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and administrative guidance required for each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2000.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in Appendix A, should apply, as required, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2000.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the Urbanized Area Formula Program, 49 U.S.C. 5307, and may apply to any other certification, assurance, or submission made in connection with any other program administered by FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____

Date: _____

Name _____

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

for _____ (Name of Applicant)

As the undersigned legal counsel for the above named Applicant, I hereby affirm to the Applicant that it has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project. Furthermore, if I become aware of circumstances that change the accuracy of the foregoing statements, I will notify the Applicant promptly, which may so inform FTA.

Signature _____

Date: _____

Name _____

Applicant's Attorney

Each Applicant for FTA financial assistance (except 49 U.S.C. 5312(b) assistance) and each FTA Grantee with an active capital or formula project must provide an Attorney's affirmation of the Applicant's legal capacity. The Applicant may enter its PIN number in lieu of the electronic signature of its Attorney, provided the Applicant has on file this Affirmation of its Attorney in writing dated this Federal fiscal year.