



Ramsey County Regional Railroad Authority.
Records.

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Ramsey County Regional Railroad Authority

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

Jill Goski
Ramsey County Regional
Railroad Authority
Documentation

Ruby Hunt, Treasurer
District 5

Diane Ahrens
District 4

Hal Norgard
District 7

Donald Salverda
District 2

**** R E V I S E D**

AGENDA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY, NOVEMBER 17, 1992

***9:30 A.M. - LARGE CONFERENCE ROOM - 316**

*** PLEASE NOTE CHANGE IN TIME.**

- * 1. a) Approve proposed purchase offer for the Abandoned Burlington Northern Rail Corridor, Northeast Rail Corridor, to be submitted to the Burlington Northern R.R., the purchase price of \$1,500,000.00;
- b) Authorize the Chairman of the Ramsey County Regional Railroad Authority to sign the purchase offer on behalf of the RCRRA.
- c) Authorize the Chairman of the RCRRA or his designee to approve necessary budget adjustment to accomplish purchase;
- d) Authorize the Director of Light Rail Transit Planning to approve payments made in accordance with the Contract;
- e) Payment documentation shall be submitted to the RCRRA for ratification at the next scheduled meeting following approval of payment.

*** ACTION IS REQUESTED.**

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

Ramsey County Regional Railroad
Originating Department Authority

David MacMillan /s/ 11/10/92
Authorized Signature Date

Request Justification

See attached:
 Memo from D. MacMillan 11/10/92
 Proposed Purchase Offer
 Proposed Resolution
 Leases, Exhibits

Board Action Requested

- a) Approve proposed purchase offer for the Abandoned Burlington Northern Rail Corridor, Northwest Rail Corridor, purchase price of \$1,500,000.00;
- b) Authorize the Chairman of the RCRRA to sign the purchase offer on behalf of RCRRA;
- c) Authorize the Chairman of the RCRRA or his designee to approve necessary budget adjustment to accomplish purchase.
- d) Authorize the Director of Light Rail Transit Planning to approve payments made in accordance with the Contract;
- e) Payment documentation shall be submitted to the RCRRA for ratification at the next scheduled meeting following approval of payment.

Budgeting and Accounting _____
County Attorney _____
Risk Manager _____
Data Processing _____
Previous Action taken on Request _____

Date / Time
Received By

Comments / Recommendation

Documentation certified complete for:

Committee / Meeting Date

Committee / Meeting Date

November 17, 1992

Board Date

Signature

Signature

Signature

Date

Date

11/13/92

Date



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

No. _____

Page 1 of 2

WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has proposed for possible future development a light rail transit line extending from downtown Saint Paul to White Bear Lake (the Northeast Corridor); and

WHEREAS, Preliminary plans and studies have tentatively identified the abandoned Burlington Northern Railroad line from approximately Fourth Street in Saint Paul to Beam Avenue in Maplewood as a potential alignment for the Northeast Corridor; and

WHEREAS, The Burlington Northern Railroad has indicated a willingness to sell to the Ramsey County Regional Railroad Authority its interest in the abandoned line; and

WHEREAS, Pursuant to Minnesota Statutes Chapter 398A.04, subdivisions 1 and 2, the Ramsey County Regional Railroad Authority may acquire real property and railroad property by purchase; and

WHEREAS, Preservation of an intact rail corridor sufficient to meet future light rail transit needs is important; and

WHEREAS, The Minnesota Department of Transportation (Mn/DOT) has approved this acquisition for partial reimbursement from the Minnesota Rail Bank Program; and

WHEREAS, In an appraisal dated December 20, 1988, prepared for the Burlington Northern Railroad, the corridor's market value was estimated to be \$4,600,000; and

WHEREAS, In an appraisal dated September 17, 1991, prepared for the Ramsey County Regional Railroad Authority, the corridor's market value was estimated to be \$2,070,000; Now, Therefore, Be It

RESOLVED, That the proposed purchase offer, a copy of which is attached hereto, is authorized to be submitted to the Burlington Northern Railroad pursuant to the terms contained therein, including a purchase price not to exceed one million five hundred thousand dollars (\$1,500,000); and Be It Further

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

No. _____

Page 2 of 2

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

RESOLVED, That the Chairman of RCRRA or his designee is authorized to approve the necessary budget adjustment establishing estimated revenue and from Fund Balance to accomplish the purchase; and Be It Further

RESOLVED, That the Director, Light Rail Transit Planning, is authorized to approve payments made in accordance with the Contract; and Be It Further

RESOLVED, the payment documentation shall be submitted to RCRRA for ratification at the next scheduled meeting following approval of payment.

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

No. _____

WHEREAS, The Ramsey County Regional Railroad Authority has proposed for possible future development a light rail transit line extending from downtown Saint Paul to White Bear Lake (the Northeast Corridor); and

WHEREAS, Preliminary plans and studies have tentatively identified the abandoned Burlington Northern Railroad line from approximately Fourth Street in Saint Paul to Beam Avenue in Maplewood as a potential alignment for the Northeast Corridor; and

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WHEREAS, Preservation of an intact rail corridor sufficient to meet future light rail transit needs is important; and

WHEREAS, The Minnesota Department of Transportation (Mn/DOT) has approved this acquisition for partial reimbursement from the Minnesota Rail Bank Program; Now, Therefore, Be It

RESOLVED, That the proposed purchase offer, a copy of which is attached hereto, is authorized to be submitted to the Burlington Northern Railroad pursuant to the terms contained therein, including a purchase price not to exceed one million five hundred thousand dollars (\$1,500,000); and

BE IT FURTHER RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the purchase offer on behalf of the Ramsey County Regional Railroad Authority.

BE IT FURTHER RESOLVED, That the Chairman of the RCRRRA or his designee is authorized to approve the necessary budget adjustment establishing estimated revenue and from Fund Balance to accomplish the purchase; and

BE IT FURTHER RESOLVED, That the Director, Light Rail Transit Planning, is authorized to approve payments made in accordance with the Contract; and

BE IT FURTHER RESOLVED, The payment documentation shall be submitted to the RCRRRA for ratification at the next scheduled meeting following approval of payment.

A

EXHIBIT B

PERMITTED ENCUMBRANCES

<u>Lease #</u>	<u>Lessee</u>
024012	Chicago & North Western Railway Co.
052822	Chicago & North Western Railway Co.
057967	Chicago & North Western Railway Co.
080745	Northern States Power Company
082417	Northern States Power Company
204798	Chicago & North Western Railway Co.
212292	Metropolitan Sewer Board
221097	Northern States Power Company
BNL-1601	TDI - Naegele Outdoor Advertising

B-1

ASSIGNMENT

L-52822

THIS AGREEMENT Made and entered into this 24th day of June, 1957by and between ~~CHICAGO AND NORTH WESTERN RAILWAY COMPANY~~
NORTHERN PACIFIC RAILWAY COMPANY(hereinafter called the "Railway Company"), CHICAGO, SAINT PAUL, MINNEAPOLIS AND
OMAHA RAILWAY COMPANY(hereinafter called "Assignor"), and CHICAGO AND NORTH WESTERN RAILWAY COMPANY
(hereinafter called "Assignee"),

WITNESSETH: hereinafter referred to as "agreement"
WHEREAS, certain agreements have heretofore been entered into by
and between the assignor and the Railway Company as indicated in the
exhibit hereto attached, marked Exhibit "A", and by this reference
made a part hereof, and other agreements have heretofore been entered
into by and among the assignor, the Railway Company, and other parties
not specifically mentioned in said Exhibit "A"; and

which agreement and all of the terms and conditions thereof are by this reference made a part hereof; and

WHEREAS it is the desire of all parties hereto that the Assignee become the successor in interest of the
Assignor under said agreement;

NOW, THEREFORE, in consideration of the premises it is hereby mutually agreed:

1. That the Assignee shall succeed to all of the rights and obligations of the Assignor under the said
agreement, and shall be constituted the full and complete assignee thereof, subject to all of the terms and
conditions in said agreement set forth.2. The Assignee hereby expressly assumes and agrees to perform and abide by all obligations and
conditions on the part of the Assignor to be kept and performed under the said agreement; and the Assignor
hereby assigns unto the Assignee and relinquishes in favor of the Assignee all rights therein. The Railway
Company hereby expressly consents and agrees to the foregoing assignment on the conditions above set forth.3. This assignment shall be effective from January 1, 1957,
but it is not intended that its execution shall in any way affect the rights or obligations existing between the
Assignor and the Railway Company which may have accrued under said agreement prior to said date.IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year
first above written.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

By C. H. Patrick
President.

Attest:

J. A. Smith
Assistant Secretary.

NORTHERN PACIFIC RAILWAY COMPANY

By E. J. Schenck
Vice President

Attest:

Wm. A. Achold
SecretaryCHICAGO, SAINT PAUL, MINNEAPOLIS
AND OMAHA RAILWAY COMPANYBy C. H. Patrick
President

Attest:

J. A. Smith
Assistant Secretary

LEASE NO. 52822

7/15
TRB
B.B.
NORTHERN PACIFIC RAILWAY COMPANY, a corporation of the State of Wisconsin, lessor, in consideration of the rents to be paid and covenants to be performed by the CHICAGO, St. PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY, a corporation of the State of Wisconsin, lessee, leases to the lessee:

8/10
That portion of the lessor's right of way in the City of St. Paul, Minnesota, shown colored red on the plat hereto attached and made a part hereof.

TO HAVE AND TO HOLD subject to the provisions following and until this lease is terminated as hereinafter provided:

1. As rent the lessee will pay the sum of One Dollar (\$1.00) for the full term, receipt whereof is hereby acknowledged, together with all taxes and assessments levied against the premises during the term.
 2. The lessee will occupy and use the premises for right of way for a railway track, retaining wall and culvert and will during the term continue to use the premises for those purposes and no other. Without the written consent of the lessor the lessee will not assign the lease or any interest therein, or sublet.
 3. The lessor may terminate this lease at any time upon six months' written notice. Any such notice shall be good if served personally upon the lessee or posted upon the leased premises, or if deposited in a United States postoffice addressed to the lessee at St. Paul, Minnesota. If the lessee shall fail to remove any material, or property within the time prescribed in a notice of termination, the lessor may appropriate such property to its own use without compensation or may remove the same at the cost of the lessee.
 4. It is understood by the parties that the leased premises are in dangerous proximity to the tracks of the lessor
- 2

and that persons and property on the leased premises will be in danger of injury or destruction by fire or other causes incident to the operation of a railway, and the lessee accepts this lease subject to such dangers. It is therefore agreed, as one of the material considerations of this lease without which the same would not be granted, that the lessee assumes all risk of death of or personal injury to the officers, servants, employees or customers of the lessee while on said premises, and all risk of loss, damage or destruction to any property brought upon the leased premises by the lessee, or by any other person with the consent or knowledge of the lessee, without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains or cars, misplaced switches or in any respect from the operation of a railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of the lessor, or of defective appliances, engines or machinery. And the lessee shall save and hold harmless the lessor from all such damage, claims and losses.

5. The lessee may terminate this lease by giving six (6) months' notice in writing to the lessor at St. Paul, Minnesota.

6. This lease supersedes and cancels that certain agreement dated September 10, 1892 between the St. Paul & Duluth Railway Company (predecessor in interest of the lessor) and the lessee covering the construction of a track on the right of way of the St. Paul & Duluth Railway Company in the vicinity of the track covered by this lease.

IN WITNESS WHEREOF the parties have executed

these presents this 1st day of October, 1934.

NORTHERN PACIFIC RAILWAY COMPANY

By J. L. Watson
Right of Way Commissioner

Witnesses:

C. H. 990.

J. J. Stein

CHICAGO, St. PAUL, MINNEAPOLIS &
OMAHA RAILWAY COMPANY

By Carl L. ...
Vice President & General Manager.

Approved as to Right of Way:

Harry E. Burlew
Chief Engineer

approved as to form 10/12/34

H. J. ...
Ch. Eng.

ASSIGNMENT

2-21161

Exhibit
B-2

THIS AGREEMENT Made and entered into this 21-11 day of Dec-21-1957
by and between ~~CHICAGO AND NORTH WESTERN RAILWAY COMPANY~~
NORTHERN PACIFIC RAILWAY COMPANY
(hereinafter called the "Railway Company"), CHICAGO, SAINT PAUL, MINNEAPOLIS AND
OMAHA RAILWAY COMPANY
(hereinafter called "Assignor"), and CHICAGO AND NORTH WESTERN RAILWAY COMPANY

(hereinafter called "Assignee"),
WITNESSETH: hereinafter referred to as "agreement"
WHEREAS, certain agreements have heretofore been entered into by
and between the assignor and the Railway Company as indicated in the
exhibit hereto attached, marked Exhibit "A", and by this reference
made a part hereof, and other agreements have heretofore been entered
into by and among the assignor, the Railway Company, and other parties
not specifically mentioned in said Exhibit "A"; and

which agreement and all of the terms and conditions thereof are by this reference made a part hereof; and
WHEREAS it is the desire of all parties hereto that the Assignee become the successor in interest of the
Assignor under said agreement;

NOW, THEREFORE, in consideration of the premises it is hereby mutually agreed:

1. That the Assignee shall succeed to all of the rights and obligations of the Assignor under the said agreement, and shall be constituted the full and complete assignee thereof, subject to all of the terms and conditions in said agreement set forth.
2. The Assignee hereby expressly assumes and agrees to perform and abide by all obligations and conditions on the part of the Assignor to be kept and performed under the said agreement; and the Assignor hereby assigns unto the Assignee and relinquishes in favor of the Assignee all rights therein. The Railway Company hereby expressly consents and agrees to the foregoing assignment on the conditions above set forth.
3. This assignment shall be effective from January 1, 1957,
but it is not intended that its execution shall in any way affect the rights or obligations existing between the Assignor and the Railway Company which may have accrued under said agreement prior to said date.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

By C. H. Patrick
President.

Attest:
J. A. [Signature]
Assistant Secretary.

NORTHERN PACIFIC RAILWAY COMPANY
By E. B. [Signature]
Vice President

Attest:
Wm. A. [Signature]
Secretary

CHICAGO, SAINT PAUL, MINNEAPOLIS
AND OMAHA RAILWAY COMPANY

By C. H. Patrick
President

Attest:
J. A. [Signature]
Assistant Secretary

AGREEMENT made this 10th day of November, 1939, between Northern Pacific Railway Company, hereinafter called the Pacific Company, and the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, hereinafter called the Omaha Company.

The Pacific Company and the Omaha Company each own a line of railway situated in the City of St. Paul, Minnesota, the Pacific Company's line known as White Bear Line and the Omaha Company's line as Eastern Division. Said line of the Omaha Company crosses the tracks of the Pacific Company near Fauquier Street in the City of St. Paul, State of Minnesota, shown on blue print map hereto attached marked "Exhibit A", and made a part hereof.

FJG
BB

WHEREAS there has heretofore been constructed an overhead bridge to carry the tracks of the Omaha Company over the line of the Pacific Company together with telltales at either side of the bridge on the Pacific Company's line to protect its employees crossing under this bridge. The location of said bridge and telltales are shown on said Exhibit A. The parties hereto now desire to cover by written agreement their respective obligations with respect to the maintenance of said overhead crossing and telltales,

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The Omaha Company is hereby declared to be the junior company at the crossing shown on Exhibit A.
2. The Pacific Company, in consideration of the covenants and agreements of the Omaha Company herein contained, hereby grants to the Omaha Company, upon the conditions and for the purposes set forth, the right at its sole cost, charge, and expense, to cross the right of way and tracks of the Pacific Company with an overhead bridge carrying a double track of railroad and side track over the right of way and tracks of the Pacific Company near Fauquier Street, St. Paul. The overhead bridge, and tracks of the Pacific Company, are shown on Exhibit A.
3. The Omaha Company agrees to indemnify and save harmless the Pacific Company against any and all loss, cost and damage whatsoever suffered either by the Pacific Company or by any other person, firm or corporation, caused or in any manner growing out of the maintenance, use or operation of said overhead bridge, except loss, damage, injury or death arising from the negligence of the Pacific Company, its officers, agents or employees.
4. The Omaha Company agrees to maintain such overhead bridge in such a state of repair and so use it that the operation by the Pacific Company of its property at said crossing will in no way be obstructed, inconvenienced or rendered dangerous. If at any time it shall reasonably appear to the Pacific Company that such overhead bridge is likely to endanger or interfere with the operations of the Pacific Company, the Pacific Company shall notify the Omaha Company in writing to make such repairs or changes as will obviate the danger of obstruction. In case the Omaha Company fails to make such repairs or changes within thirty (30) days after receiving such notice, then the Pacific Company shall have the right to make such repairs or changes at the expense of the Omaha Company.
5. The Omaha Company agrees to make no changes in the structure which will reduce the present horizontal and vertical clearance for Pacific Company trains.

6. The telltales installed by the Pacific Company on the northerly and southerly sides of the bridge for protection of its employes riding trains crossing under said bridge, as well as the highway bridge over the tracks of the Pacific Company on Reaney Street, are also shown on Exhibit A. It is agreed between the parties hereto that the Omaha Company shall reimburse the Pacific Company for the entire cost of maintenance of telltales on the northerly side of said bridge and fifty (50) percent of the cost of maintenance of telltales on the southerly side of the bridge.

7. In the event of abandonment by the Omaha Company of the right of crossing herein granted, the Omaha Company shall, and hereby agrees that it will, remove its overhead bridge and other property from said crossing at its sole cost and expense.

8. The grants and obligations of either party hereto hereby made or created shall extend to and be binding upon the respective successors in interest of such party and the benefits hereof extending unto either party shall extend to the successor or successors in interest of such party as well; provided that the Omaha Company shall not assign this agreement or any right or privilege hereby granted without the written consent of the Pacific Company first had and obtained, but the rights and obligations of the Omaha Company acquired by and binding upon it hereunder, shall be deemed appurtenant to and running with its railroad and the Omaha Company may sell, assign, lease or mortgage as an entirety said rights in connection with and as a part of its railroad.

IN WITNESS WHEREOF the parties have caused this agreement to be executed in their name by their respective officers thereunto duly authorized the day and year first above written.

WITNESSES:

E. L. Ledding
E. A. Bump

Attest:

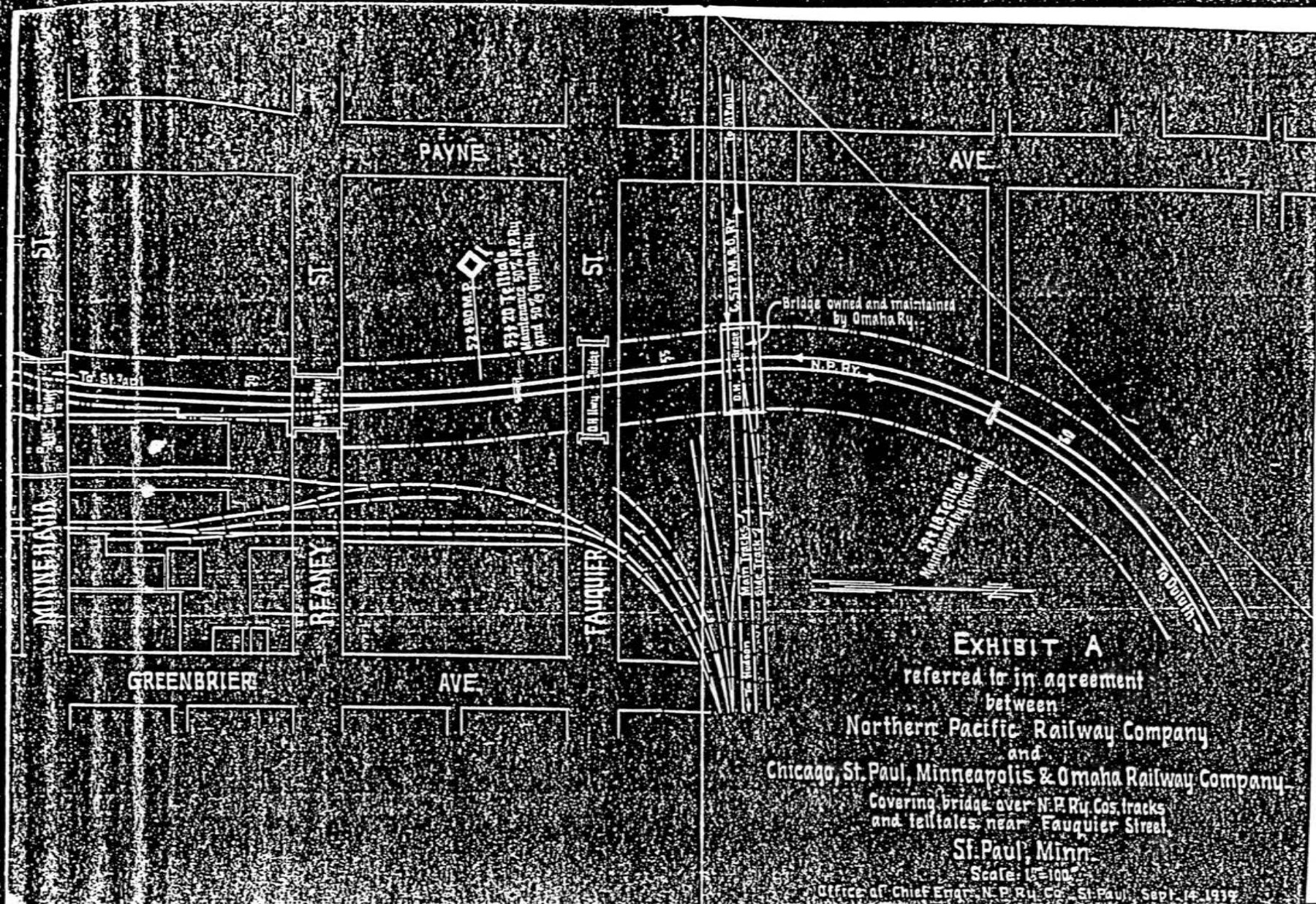
E. A. Vik,
Assistant Secretary (SEAL)

NORTHERN PACIFIC RAILWAY COMPANY

By: H. E. Stevens,
Vice President.

CHICAGO, SAINT PAUL, MINNEAPOLIS &
OMAHA RAILWAY COMPANY

By: Carl R. Gray, Jr.,
Executive Vice President.



L-24012
D-3
RECEIVED
JAN 11/11-30
Reg. No. 720

THIS AGREEMENT, Made and entered into this 24th day of January, A.D. 1895, between the Saint Paul and Duluth Railroad Company, a corporation organized and existing under the laws of the State of Minnesota, as party of the first part, and the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation organized and existing under the laws of the State of Minnesota, as party of the second part,

WITNESSETH, That said party of the first part, for and in consideration of the sum of One Dollar to it paid by the party of the second part, receipt of which is hereby acknowledged, does agree to license and grant and by these presents does license and grant unto the party of the second part, subject to the conditions hereinafter named, the right to maintain and operate that certain railroad track now constructed and used by the party of the second part and extending in a northwesterly direction from a point east of Forest Street in the City of St. Paul, County of Ramsey, and State of Minnesota, across the right of way and railroad tracks of the party of the first part to the grounds of the Bohn Manufacturing Company at a point west of said Forest Street.

IT IS FURTHER AGREED That the aforesaid track shall be used by the party of the second part in such manner as not to conflict with or obstruct the free use by the party of the first part of its tracks so crossed.

IT IS FURTHER AGREED That said party of the first part may terminate this license or grant at any time upon thirty days notice in writing to the party of the second part and upon the expiration of said thirty days, all rights hereunder shall cease and the party of the second part shall take up and remove the aforesaid track and restore the party of the first part to the exclusive possession of the premises owned by it. Provided always that nothing herein contained shall be so construed as to deprive the party of the second part, its successors or assigns, of the right to obtain by condemnation or otherwise the right to build, maintain and operate a side track or spur track across said track of the party of the first part at or near the crossing aforesaid.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their name and on their behalf by their duly authorized officer the day and year first above written.

SAINT PAUL AND DULUTH RAILROAD COMPANY,
By A.B. Plough,
Vice P't & Gen'l Mgr.

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY,
By E.W. Winter,
Gen'l Manager

Aug 11 1895

Re: (NP) #76861, 6-1-53

BURLINGTON NORTHERN INC., hereinafter called Railway Company, hereby grants permission

to CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation,

hereinafter called Permittee, to construct, maintain, and operate an electric line with the necessary poles, crossarms, wires, conduits, and other fixtures appurtenant thereto across the premises of Railway Company along the course described as follows:

telephone wires upon and across the Railway Company's right of way and to attach its wires to 9 of the Railway Company's poles and crossing over the main track of the said Railway Company at survey station 85 plus 30 and survey station 91 plus 15 at Saint Paul, Ramsey County, Minnesota as shown colored red on the print hereto attached, marked Exhibit "A" dated September 27, 1971, and made a part hereof.

This permission is given upon the following terms:

1. Permittee will pay in advance Fifty Dollars (\$50.00)

for the first five-year period and

for each subsequent five years that this permit remains in effect and will also pay all taxes and assessments that may be levied or assessed against the improvements. Railway Company reserves the right to change the said charge at any time while this permit remains in effect upon thirty (30) days' written notice. The provision for payment for each five years in no way impairs Railway Company's right to terminate this permit pursuant to Paragraph 10 hereof.

2. The electric line and appurtenances shall be constructed and maintained in accordance with the National Electric Safety Code and laws of the State of Minnesota and in accordance with plans heretofore submitted by Permittee and approved by Railway Company.

3. All cost of construction and maintenance shall be paid by Permittee. The Superintendent of Communications of Railway Company will decide what portion, if any, of the work will be done by Railway Company, and for such work Permittee will pay the estimated cost thereof before the work is commenced. If the actual cost exceeds the estimate, Permittee will pay the additional amount when called upon, and if the actual cost is less than the estimate Railway Company will repay the surplus.

4. If in the judgment of the Superintendent of Communications of Railway Company, the construction or maintenance of the electric line herein contemplated necessitates any change or alteration in the location or arrangement of any other electric wires or appurtenances located upon the premises of Railway Company, the cost of such change or alteration will be paid by Permittee.

5. Railway Company shall have the right to decide the necessity of repairs to said electric line or appurtenances and upon written request from Railway Company Permittee shall promptly make such repairs. If at any time it becomes necessary in the judgment of Railway Company for reasons of safety or otherwise, to change the location, elevation, or method of construction of the electric line and appurtenances, such changes will be made by Permittee within thirty days after being requested to do so and in such manner as Railway Company shall direct.

6. The electric line shall be used for the sole purpose of conducting electric currents at a potential not to exceed 120 volts.

7. (See paragraph 7 on reverse side) This permit shall be binding upon and inure to the benefit of the parties, their successors and assigns; provided, however, that Permittee shall not assign this permit or any interest therein without Railway Company's written consent.

8. Permittee agrees that the wires and appurtenances and the use of the same for conducting electric current shall not damage the railroad or structures of Railway Company, or the property of The Western Union Telegraph Company, or any other property upon the premises of Railway Company, or be a menace to the safety of Railway Company's operations or any other operations conducted on said premises. Permittee does hereby release, indemnify, and save harmless Railway Company and The Western Union Telegraph Company, their successors and assigns, from and against all loss, damages, claims, demands, actions, causes of action, costs, and expenses of every character which may result from any injury to or death of any person whomsoever, including but not limited to employees and agents of the parties hereto, or from loss of or damage to property of any kind or nature to whomsoever belonging, including but not limited to property owned by, leased to, or in the care, custody, and control of the parties hereto, when such injury, death, loss, or damage is caused or contributed to by, or arises from, the construction, installation, maintenance, condition, use, operation, or existence of said electric line upon such railroad premises.

9. After the completion of construction of said electric line and appurtenances or any repairs thereto, Permittee shall remove from the premises of Railway Company, to the satisfaction of the Superintendent of Communications of Railway Company, all false work and equipment used in the installation or repair work.

10. Railway Company shall have the right to terminate this permit, and the same shall terminate, at the expiration of ninety (90) days after the giving of written notice of intention to terminate the same. Any such notice shall be good if deposited in the United States mails addressed to Permittee at 275 E. 4th St., St. Paul, Minnesota 55101. If Permittee shall fail to remove any material or property owned by it within the time prescribed in a notice of termination, Railway Company may appropriate such property to its own use without compensation, or may remove the same at the expense of Permittee.

11. It is understood by the parties that said electric line will be in danger of injury or destruction by fire or other causes incident to the operation, maintenance, or improvement of the railway, and Permittee accepts this permit subject to such dangers. It is therefore agreed, as one of the material considerations of this permit, without which the same would not be granted, that Permittee hereby assumes all risk of loss, damage, or destruction to said electric line without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains, or cars of any kind, misplaced switches, or in any respect from the operation, maintenance, or improvement of the railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of Railway Company, or of defective appliances, engines, or machinery, and Permittee does hereby save and hold harmless Railway Company from all such damage, claims, and losses.

12. It is agreed that the provisions of Sections 8 and 11 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of Railway Company's property upon which the above described electric current line is located.

13. This permission is granted subject to permits, leases, and licenses, if any, heretofore granted by Railway Company affecting the premises upon which said electric line is located.

14. The Permittee shall construct and maintain its said telephone wires as herein provided, placing the wiring thereof so that it shall at no point be less than 30 feet above the top of rails in the track or tracks of the Railway Company's railroad as the same is now or hereafter may be constructed. (Continued on reverse side).

IN WITNESS WHEREOF, the parties hereto have executed these presents this 1st day of October, 1971.

ATTEST

G. L. Vargason
ASSISTANT SECRETARY

Witnesses to Signature of Permittee:

M. F. Clatterton

K. J. Story

BURLINGTON NORTHERN INC.

By: *B. J. Harrow*
General Manager-Leases and Contracts

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By: *W. E. ...*

Title: VICE PRESIDENT-OPERATIONS

15. This agreement is intended to supersede that certain written agreement between the Northern Pacific Railway Company, predecessor in interest by merger to the herein named Railway Company, and the Permittee, dated June 1, 1953 relating to the construction and maintenance of wire facilities on Railway Company's poles at St. Paul, Minnesota; and upon execution and delivery hereof, said agreement of June 1, 1953, shall stand cancelled and annulled without prejudice to any existing liability.

15. This agreement is intended to supersede that certain written agreement between the Northern Pacific Railway Company, predecessor in interest by merger to the herein named Railway Company, and the Permittee, dated June 1, 1953 relating to the construction and maintenance of wire facilities on Railway Company's poles at St. Paul, Minnesota; and upon execution and delivery hereof, said agreement of June 1, 1953, shall stand cancelled and annulled without prejudice to any existing liability.

(1960 : 2.2 : 2.2 : 2.2 : 2.2)

()

NORTHERN WALLABLE IRON CO.

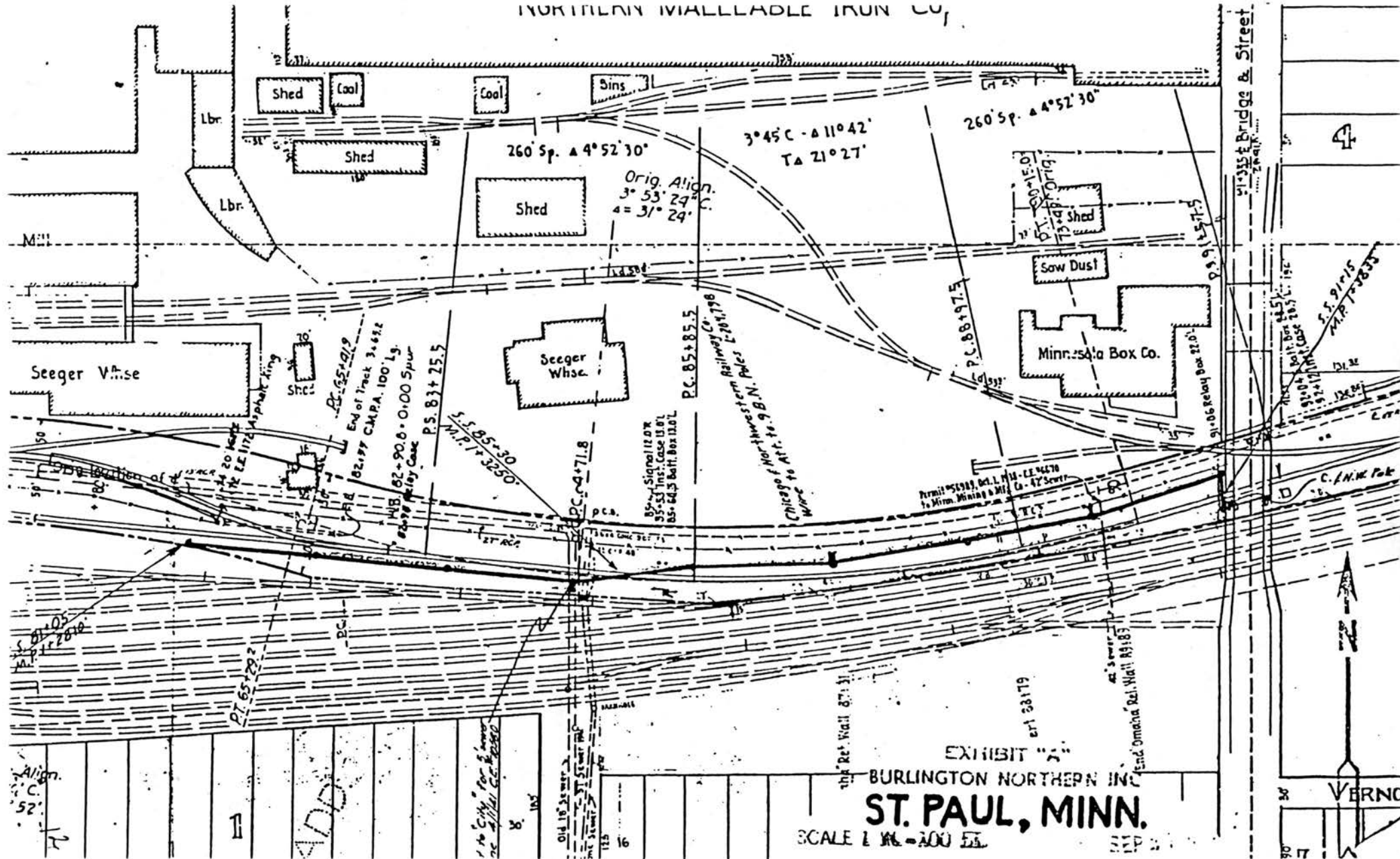
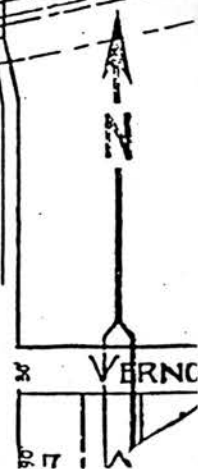


EXHIBIT "A"
BURLINGTON NORTHERN INC.
ST. PAUL, MINN.

SCALE 1 IN. = 200 FEET



B-5 71-24
Trfr: (NFV) #93315, 5-7-63
City of White Bear Lake
THIS AGREEMENT, made this

16th

day of

Pipe Line
No. 212,294

November

, 19 73, between

BURLINGTON NORTHERN INC., a Delaware corporation, hereinafter called "Railroad," and
METROPOLITAN SEWER BOARD,

whose post office address is 350 Metro Square Building, 7th & Robert, St. Paul, Minnesota 55101,
hereinafter called "Permittee."

WITNESSETH:

Railroad, for and in consideration of the fee herein provided to be paid to it by Permittee and of the covenants and promises hereinafter made to be observed and performed by Permittee, does hereby grant to Permittee license and permission to ~~excavate for, construct, maintain and operate~~ a 12-inch, 16-inch and 18-inch force sewer main and all appurtenances thereto, and also to excavate for, construct, maintain and operate a 16-inch sewer main

hereinafter referred to as the "facility," upon, along or across the right of way of Railroad, underneath the surface thereof, and under the tracks of its railroad, as the case may be, at or near _____ Station, in the County of _____, State of _____, to be located as follows, to-wit: between St. Paul and White Bear Lake Stations, in the County of Ramsey, State of Minnesota, to be located as follows, to-wit:

At survey station 351 plus 25 - Mile Post 6 plus 3438 feet

colored red and green, respectively,
as shown by heavy dashed blue line on the plat hereto attached, marked Exhibit "A", dated June 25, 1973
and by this reference thereto made a part hereof.

Permittee in consideration of such license and permission hereby covenants and promises as follows:

1. Permittee will pay in advance to Railroad for this permit the sum of

also all taxes and assessments that may be levied or assessed against said facility. Railroad reserves the right to change the said charge at any time while this permit remains in effect upon thirty (30) days' written notice. This provision for payment shall in no way restrict Railroad's right of termination under Paragraph 9 hereof.

2. Permittee, at Permittee's sole cost and expense, shall excavate for, construct, reconstruct, maintain and repair the facility placing the same at least _____ feet below _____ in accordance with specifications provided in application dated February 26, 1973, heretofore approved by the Railroad's Regional Manager Engineering.

Permittee shall fill in the excavation, and restore the surface of the ground to its previous condition subject to the approval of the Superintendent of the Division of Railroad upon which the facility is located. Said Superintendent shall have

the right at any time when in his judgment it becomes necessary or advisable, to require any material used in the work to be replaced with like material or with material of a more permanent character; also to require additional work or change of location of said facility as a matter of safety, or of appearance, or on account of additional tracks being laid, change of grade thereof, construction of a building, or for any other reason whether or not connected with the operation, maintenance, or improvement of the railway of Railroad, all of which shall be done at the expense of Permittee in the manner herein provided.

3. Permittee shall give to the said Superintendent at least two (2) days' advance notice of any work to be done by Permittee in the excavation, construction, any reconstruction, maintenance, repair, change of location or removal of the facility, and shall conduct such work in such manner as not to interfere with the maintenance and operation of the railway of Railroad.

4. In the event that Railroad, at the request of Permittee, or for the protection of its property and operations, does any work, furnishes any material or flagging service, or incurs any expense whatsoever on account of the excavation for, construction, any reconstruction, maintenance, repair, change of location, removal of the facility or otherwise, Permittee shall reimburse Railroad for the cost thereof within twenty (20) days after bills are rendered therefor. If the excavation for construction, any reconstruction, maintenance, repair, change of location, or removal of the facility, requires any or all of the following work: removal and replacement of track, bridging, protection of track or other railway facilities by work or flagging, engineering and/or supervision, such work is to be performed by Railroad employees and the cost borne by Permittee.

5. In the event any cathodic electrolysis or other electrical grounding system is installed in connection with the facility which, in the opinion of Railroad, in any way interferes with any train signals, telephone or telegraph lines, or other facilities of Railroad, Permittee upon being informed by Railroad of such interference shall forthwith discontinue operation of and remove said grounding system, or take such steps as may be necessary to avoid and eliminate all such interference. Permittee further agrees to indemnify and save harmless Railroad from and against any damages, claims, losses, suits or expenses in any manner arising from or growing out of interference with the signals, telephone or telegraph lines of Railroad by the operation, use or existence of any such grounding system.

6. Permittee shall and hereby releases and discharges Railroad of and from any and all liability for damage to or destruction of the said facility, and any other property of Permittee located on or near Railroad's premises; and shall and hereby assumes any and all liability for injury to or death of any and all persons whomsoever, including officers, employees and agents of the parties hereto, or loss of or damage to property to whomsoever belonging, including property owned by, leased to or in the care, custody and control of the parties hereto, in any manner arising from or during the construction, any reconstruction, use, maintenance, repair or removal of said facility, however such injury, death, loss, damage or destruction aforesaid may occur or be caused; and shall and hereby does indemnify and save harmless Railroad of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising or growing out of or in connection with any such injury, death, loss, damage or destruction aforesaid. Permittee further agrees to appear and defend in the name of Railroad any suits or actions at law brought against it on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against the Railroad in any such suit or action. The liability assumed by Permittee herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against Railroad may arise out of negligence of Railroad, its officers, agents, servants or employees, or be contributed to by such negligence.

7. Permittee shall not transfer or assign this permit without the written consent of Railroad.

8. Nothing herein contained shall imply or import a covenant on the part of Railroad for quiet enjoyment.

9. It is expressly understood and agreed that Railroad may at any time cancel and terminate this license and permission by giving to Permittee thirty (30) days' notice in writing of its intention to cancel the same and at the expiration of such notice this license and permission shall terminate. Upon receipt of such notice and before the expiration thereof, Permittee, under the supervision and direction of the said Superintendent, or his authorized representative, shall remove the facility from the right of way of Railroad and restore the right of way and premises of Railroad in a manner and to such condition as shall be satisfactory to the said Superintendent of Railroad. If Permittee shall fail to remove the facility and restore the said right of way to such condition within said thirty (30) day period, Railroad at its option may remove the same and restore the said right of way to its previous condition, and Permittee shall pay the cost and expense thereof to Railroad.

10. Upon any failure of Permittee punctually and strictly to observe and perform the covenants and promises made herein by Permittee to be kept and performed, Railroad may terminate this agreement on ten (10) days' notice to Permittee, remove the facility, and restore the right of way to its previous condition at the cost and expense of Permittee.

11. Any notices given under the provisions of this agreement shall be good if deposited postpaid in a United States post office addressed to Permittee at Permittee's post office address above stated or as otherwise directed by Permittee.

12. The license and permission herein granted is subject to permits, leases and licenses, if any, heretofore granted by Railroad affecting the premises upon which said facility is located.

13. Permittee shall obtain and furnish to Railroad insurance as set out in Exhibit "B", hereto attached and made a part hereof.

Subject to the foregoing provisions, this agreement and all of the covenants and promises thereof, shall inure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Railroad and Permittee have executed this agreement the day and year first above written.

In Presence of:

George M. Brinkman

Shirley J. Tupper

Kathleen E. Madore

BURLINGTON NORTHERN INC.

By

Chas. J. Tamm
General Manager - Leases

METROPOLITAN SEWER BOARD

By

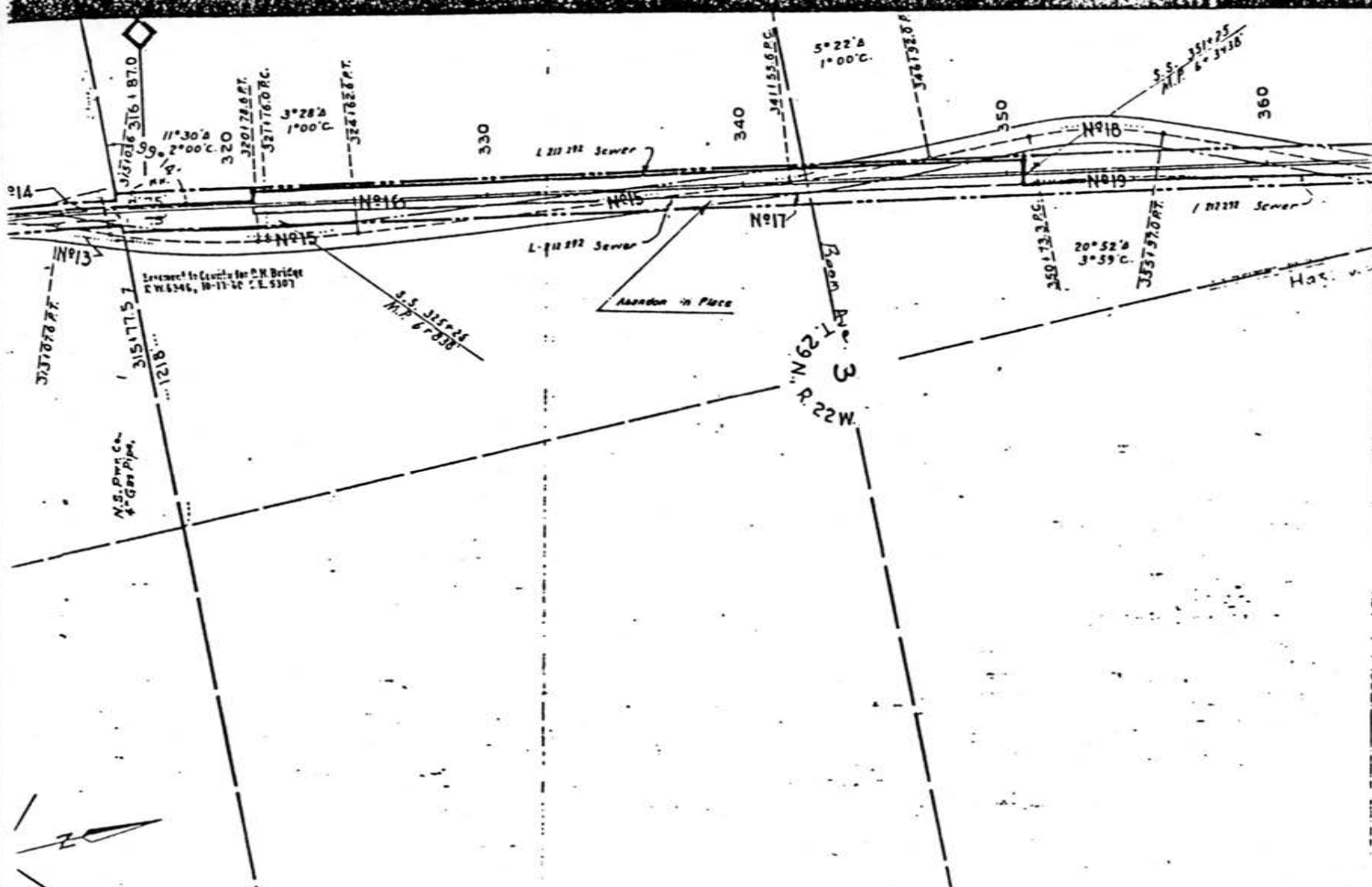
R. J. Dougherty
(Title) R. J. Dougherty, Chief Administrator

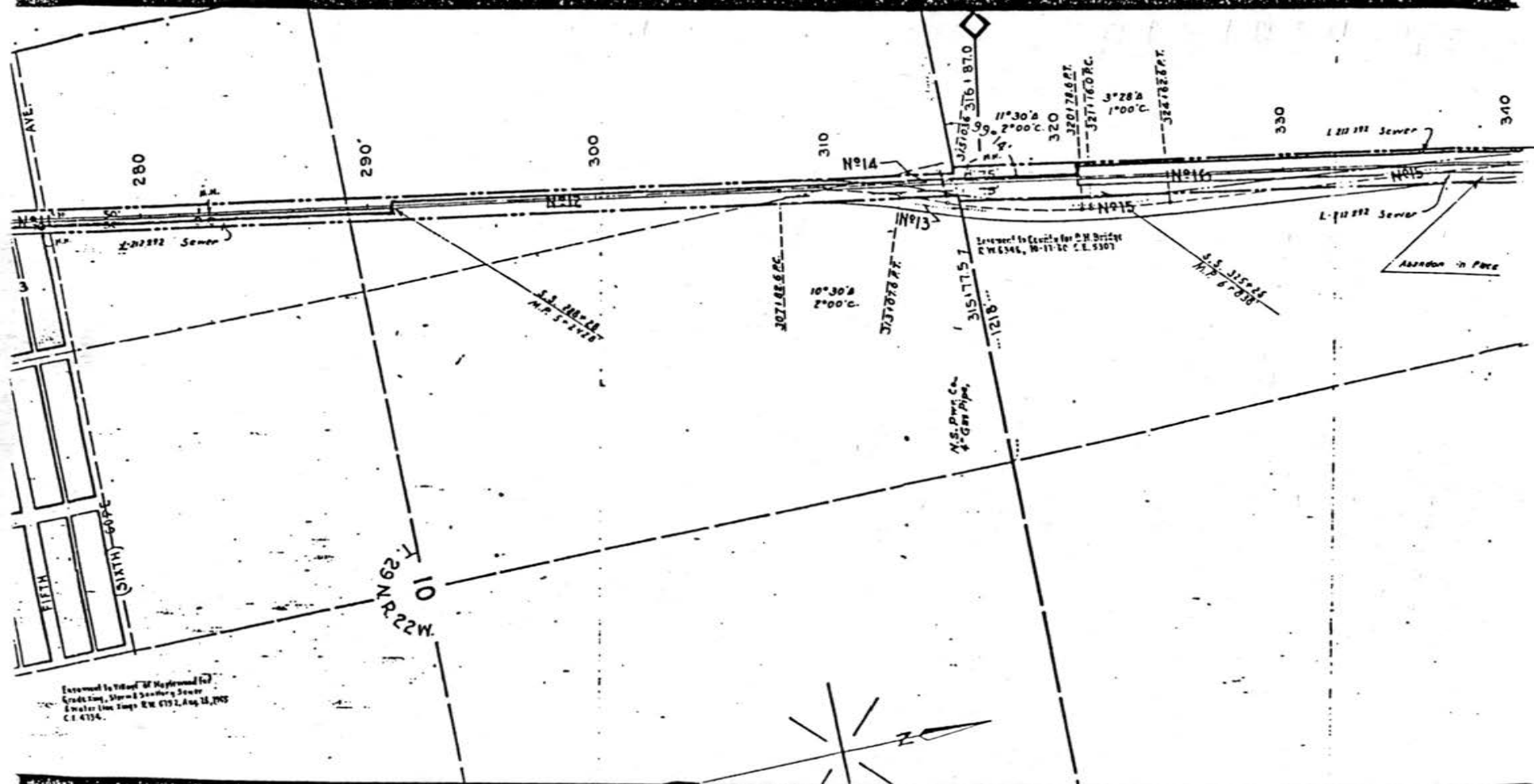
EXHIBIT "B"

The Permittee shall require in any contract it shall let for the work herein permitted to be performed on the property of the Railroad that its contractor shall:

A. Furnish to Railroad a Railroad Protective Liability Insurance policy in the form prescribed by the Federal Highway Administration's Policy and Procedure Memorandum No. 20-12. Said policy shall protect the Railroad and any other railroad company including National Railroad Passenger Corporation (AMTRAK) occupying or using the Railroad's right of way or line of railroad against all loss and damage arising from activities of the Permittee or its contractors, their forces, or any of their sub-contractors or agents. The limits of said policy shall not be less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of any one person and subject to that limit for each person a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injury to or death of two or more persons in any one accident; and not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit for any one accident a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period. Said insurance policy executed by a corporation qualified to write the same in the State in which the work is to be performed shall be in form and substance satisfactory to the Railroad, and shall be delivered to and approved by the Railroad prior to the entry upon or use of its property by the Permittee or its contractor.

B. Carry regular Contractor's Public Liability and Property Damage Insurance as specified in the Federal Highway Administration's Policy and Procedure Memorandum No. 20-12 providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of the bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property in any one accident and subject to that limit a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000.00) for all damages to or destruction of property during the policy period. A certified copy of the policy providing said Contractor's Public Liability and Property Damage Insurance, executed by a corporation qualified to write the same in the State in which the work is to be performed, in form and substance satisfactory to the Railroad, shall be delivered to and approved by the Railroad prior to the entry upon or use of the Railroad's property by the Contractor.





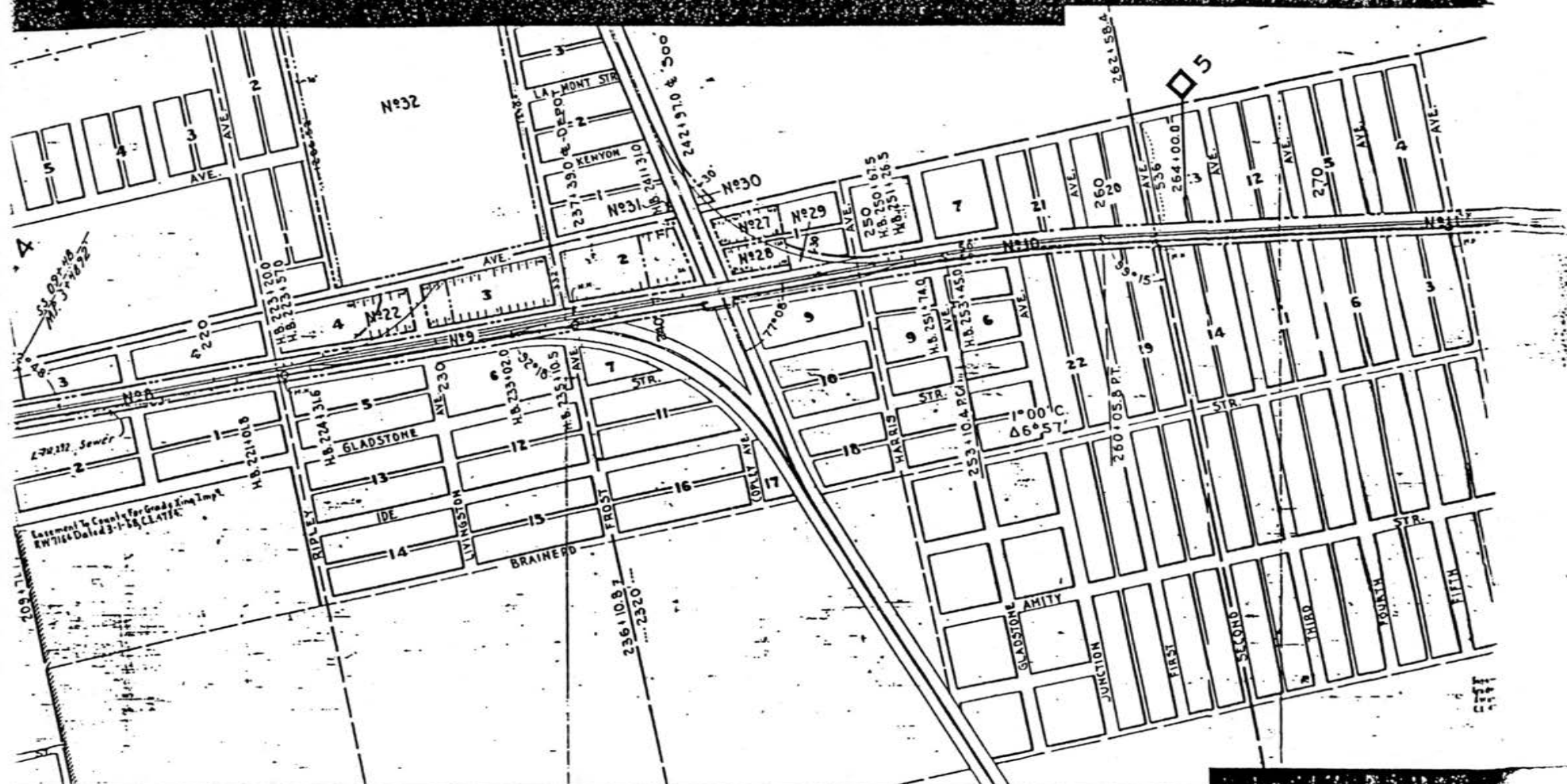


Exhibit
B-6



TDI
TRANSPORTATION
DISPLAYS INCORPORATED

() BNL-1601

CONTRACT CHANGE NOTIFICATION

DATE AUGUST 6, 1990 LEDGER ACCOUNT NO. 5251

ADVERTISER NAEGELE NO. LL-04927

AGENCY _____

SERVICE (1-14'x48') ILL. PB. R/R. LOC. E/O CT. NBST TRACK, S/O I-94 EASTBOUN
N/O HWY 5 KELLOG BLVD., S/O 25TH ST, PAC. W IN ST. PHUL, MINN (RAMSEY) ON
BURLINGTON NORTHERN. APP #BMN-2630

CONTRACT NO. 415-40 BNL-1601 SALESMAN & NO. _____

COMMENCEMENT DATE 10/1/81 TERM ONE (1) EXPIRES TF RATE \$ _____

TERMS OF THE ABOVE CONTRACT HAVE BEEN CHANGED AS FOLLOWS:

CANCELLED as of _____ Short rate _____ to be charged \$ _____

EXTENDED for _____ months from expiration date _____ charge \$ _____

SUSPENDED for _____ months from _____ Short rate _____ to be charged.

DEBIT
ACCOUNT WITH: GROSS \$
AGENCY \$

NET \$ _____

MISC. \$

SPACE \$

CREDIT
ACCOUNT WITH: GROSS \$
AGENCY \$

NET \$ _____

MISC. \$

SPACE \$

OTHER EFFECTIVE 10/1/90, PLEASE INCREASE RENTAL FROM:

TO:

PAYABLE QUARTERLY (NO ESC.)

REMARKS AND/OR EXPLANATION

AS PER ATTACHED

(15)

s
a

20

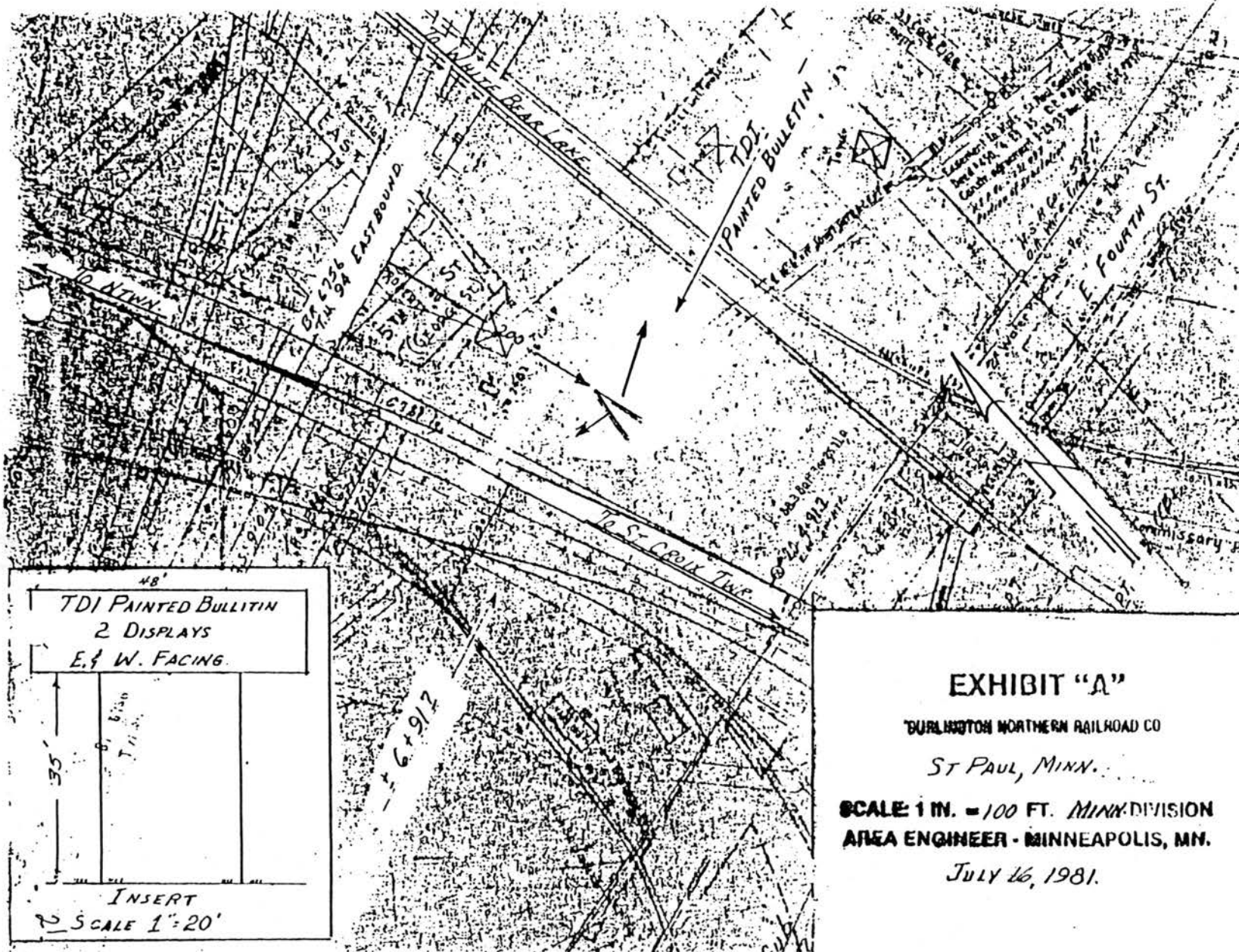


EXHIBIT "A"

DURLINGTON NORTHERN RAILROAD CO

ST PAUL, MINN.

SCALE: 1 IN. = 100 FT. MINN. DIVISION
AREA ENGINEER - MINNEAPOLIS, MN.

JULY 16, 1981.

Exhibit
B-7

ORIGINAL

SUPPLEMENTAL AGREEMENT
PERMIT NO. 80745 (NP)

AGREEMENT, made as of the 1st day of February, 1983, between BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation (formerly Burlington Northern Inc.) successor in interest by merger to Northern Pacific Railway Company, hereinafter called "Railway Company" and NORTHERN STATES POWER COMPANY, a Minnesota corporation, hereinafter called "PERMITTEE".

WITNESSETH:

By Agreement dated December 20, 1956, Railway Company granted permission to Permittee to construct, operate and maintain power wires (hereinafter sometimes referred to as electric line) upon and across Railway Company's right-of-way and over certain tracks at St. Paul, Ramsey County, Minnesota, as more particularly described in said Agreement.

The parties hereto now desire to amend and modify said Agreement dated December 20, 1956, in certain respects.

NOW, THEREFORE, it is mutually agreed to by the parties hereto as follows:

1. That Permittee shall pay to Railway Company as the annual fee for the permission granted, the sum of _____ payable annually in advance, for the ten (10) year period commencing February 1, 1983 and ending January 31, 1993.

2. That paragraph 7 of said Agreement dated December 20, 1956 is hereby deleted in its entirety and the following substituted therefore:

7. It is understood by the parties that said electric line will be in danger of injury or destruction by fire or other causes incident to the operation, maintenance or improvement of the railway, and Permittee accepts this permit subject to such dangers. Permittee further agrees to release, indemnify and save harmless Railway Company and Western Union Telegraph Company, their successors and assigns, from and against all loss, damages, claims, demands, actions, causes of action, costs and expenses of every character which may result from any injury to or death of any person whomsoever, including but not limited to employees and agents of the parties hereto, or from loss of or damage to property of any kind or nature to whomsoever belonging, including but not limited to property owned by, or in the care, custody, and control of the parties hereto and said Telegraph Company, when such injury, death, loss, or damage is caused or contributed to by or arises from, the construction, installation, maintenance, condition, use, operation, removal, or existence of said electric line upon Railway Company's premises. Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Railway Company, its officers, employees or agents.

3. That in the event Railway Company elects to sell the property upon which said electric line is located, Railway Company may, at its sole option, grant an easement to Permittee for the continued maintenance and operation of said electric line for a fee, or may reserve unto the Railway Company the right for continuance of this Agreement in the deed of conveyance to the buyer. If Railway Company elects to grant the easement, Permittee shall have thirty (30) days from receipt of letter from Railway Company offering the easement in which to accept or reject said offer. If said offer is rejected by Permittee, Railway Company shall make said reservation in the deed to the buyer, or assign this Agreement to the buyer.

4. That except as herein provided, all other terms and conditions of said Agreement dated December 20, 1956 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in duplicate, as of the day and year first hereinabove written.

Witnesses:

BURLINGTON NORTHERN RAILROAD COMPANY

T. J. Kaciveli

By H. P. Shaw
Director - Property Management

NORTHERN STATES POWER COMPANY

Stuart B. Storm

By John C. Smith
Title: General Manager -
Transmission General Services

Re: (NP) 80719, 2-16-56
expired 2-15-76

B-8

No. 221,097

THIS LEASE made this 16th day of February, 19 76,
between BURLINGTON NORTHERN INC., a Delaware corporation, hereinafter called "Lessor", and
NORTHERN STATES POWER COMPANY, a Minnesota corporation,
whose post office address is 414 Nicollet Mall, Minneapolis, Minnesota 55401

hereinafter called "Lessee",

WITNESSETH:

In consideration of the covenants hereinafter contained to be kept and performed by Lessee, Lessor hereby
leases to Lessee upon the terms and conditions hereinafter set forth the following described premises situate in the
City of Saint Paul, County of Ramsey, State of Minnesota:

All that part of the premises of the said Lessor as shown hatched blue on the
print hereto attached, marked Exhibit "A" dated March 3, 1976, and made a part hereof.

SAVING AND RESERVING to Lessor the right to construct, maintain and operate a railroad track or tracks;
to construct, maintain and use buildings or other structures for railroad purposes located or to be located upon any
part of the above described premises not occupied by the buildings and structures hereinafter mentioned; to construct,
maintain and use or to permit to be constructed, maintained and used by others any existing or additional pipe,
telegraph, telephone or power transmission line upon, over or beneath the said premises; to make any changes in
grade or location of its railroad or any of its tracks, or to rearrange its station facilities, or to use the said premises
or any part thereof for railroad purposes; and further saving and reserving to Lessor the right to enter thereon for any
one or more of such purposes without payment to Lessee of any sum for damage of any nature which may be caused
thereby.

Lessee hereby leases said premises from Lessor for the term hereof subject to the covenants and promises
following, which Lessee agrees to observe and perform, to-wit:

1. Lessee shall use and occupy said premises for the sole and exclusive purpose of constructing, maintaining,
and operating thereon a portion of a substation.

No other buildings, structures, additions, alterations or improvements shall be erected or made on the premises by
Lessee or at the direction of Lessee, save with the express permission of Lessor in writing and at the sole cost of Lessee.

2. Lessee shall pay annually, in advance, as rental for said premises the sum of

3. Lessor reserves the right to change the rental stipulated herein at any time while this lease remains in effect.

4. Lessee shall pay all taxes, license fees or other charges which may become due or which may be assessed
against said premises, against Lessee, against the business conducted on said premises or against any and all improve-
ments placed thereon during the term hereof, except special assessments for public improvements. Lessee shall reim-
burse Lessor for any such taxes, license fees or other charges which may be paid by Lessor promptly upon the
presentation by Lessor of bills for the amount thereof, and in default of such reimbursement, all sums so paid by
Lessor shall be deemed to be and shall be treated as additional rental and recoverable as such hereunder.

In the event that the premises hereby demised, or any part thereof, shall be subject to any special assessment
for any public improvement or improvements, the rental herein reserved and stipulated to be paid by Lessee shall
be automatically increased by an amount equal to nine percent (9%) per annum on the total amount of the assessment,
twelve percent (12%)

5. Lessee shall not place or permit to be placed or to remain, any material, structure, pole or other obstruction within 8.5 feet laterally of the center line or within 23 feet vertically from the top of rail of any track located on or near said premises; provided that if by statute or order of competent public authority greater clearances shall be required than those provided for in this paragraph, then Lessee shall strictly comply with such statute or order.

No building or structure erected on said premises shall have a swinging door or window opening towards any railroad track which, when open, will restrict the clearance to less than 8.5 feet from the center line of such track.

Lessee shall not nor shall Lessee foster, sanction or permit others to operate any equipment, motor driven or otherwise, for the purpose of serving Lessee, upon or across any railroad track located on or adjacent to the demised premises except at established crossings.

Lessee agrees to indemnify and save harmless Lessor from all loss, damage, penalties, costs or judgments that may be assessed against or recovered from it on account of or in any manner arising or growing out of a violation of the provisions of this paragraph 5.

6. Lessee, at Lessee's sole costs and expense, shall install and maintain adequate facilities for fire protection in all buildings and structures upon said premises. Lessee also, at Lessee's sole cost and expense, shall observe and comply with all the rules, regulations and orders of any duly constituted authority and of any board of fire underwriters having jurisdiction of said premises and all provisions of any fire insurance policy covering said premises.

7. Lessee shall not permit the existence of any nuisance on said premises; shall maintain and keep the same in proper, clean, safe and sanitary condition and free and clear of any explosive, flammable or combustible material which would increase or tend to increase the risk of fire, except for such material as may be necessary to Lessee's business; and, further, Lessee shall keep, observe and comply with all federal, state and local regulations, ordinances and laws, and with the regulations of any duly constituted legal authority having jurisdiction of the premises, and at Lessee's sole cost shall make any and all improvements, alterations, repairs and additions and install all appliances required on said premises by or under any such regulations, ordinances or laws. Lessee shall not place or permit to be placed any advertising matter upon any part of said premises or upon any improvements thereon, except such as is necessary to advertise Lessee's own business.

8. Lessee, at Lessee's sole cost and expense, shall keep the premises hereby demised in good condition and shall make all repairs and renewals that from time to time may be necessary to keep any improvements which may be located thereon in good condition and repair and ready and fit for occupancy; and on termination of this lease, either by expiration of the term hereof or by cancellation, or otherwise, shall surrender said demised premises in a condition satisfactory to Lessor and shall fill and level all excavations and remove and level all obstructions above ground at Lessee's sole cost and expense. In the event of Lessee's failure to do so, Lessor may do said work and Lessee shall reimburse Lessor for the cost and expense thereof.

9. (a) It is understood by the parties that said premises are in dangerous proximity to the tracks of Lessor and that property on said premises will be in danger of injury or destruction by fire incident to the operation, maintenance or improvement of the railway, and Lessee accepts this lease subject to such dangers. It is therefore agreed, as one of the material considerations of this lease without which the same would not be granted, that Lessee assumes all risk of loss, damage or destruction by fire to buildings or contents or to any other property brought upon or in proximity to said premises by Lessee, or by any other person with the consent or knowledge of Lessee, without regard to whether such fire be the result of negligence or misconduct of any person in the employ or service of Lessor or of defective appliances, engines or machinery, except to the premises of Lessor and to rolling stock belonging to Lessor or to others, and to shipments of third parties in the course of transportation. Lessee hereby indemnifies and agrees to protect Lessor from all such loss, damage or destruction to property, including claims and causes of action asserted against Lessor by any insurer of said property.

(b) Lessee also agrees to indemnify and hold harmless Lessor for loss, damage, injury or death from any act or omission of Lessee, Lessee's invitees, licensees, employees, or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation while on or near said premises; and if any claim or liability, other than from fire, shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally.

10. It is agreed that the provisions of paragraphs 5 and 9 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of Lessor's property, of which said premises are a part.

11. (a) Without the written consent of Lessor, Lessee shall not assign this lease or any interest therein, or sublet, and no heir, executor, administrator, receiver, master, sheriff, trustee in bankruptcy, or other assignee by operation of law shall assign or sublet without such written consent.

(b) In the event of assignment of this lease, Lessor, having no advice to the contrary, shall at such time credit all unearned rental hereunder to the assignee. Any other disposition of unearned rental will be made by Lessor only upon the joint written request of both Lessee and Lessee's assignee at the time of submitting said assignment to Lessor for its consent.

and upon the breach or non-performance by Lessee of any of the said covenants or promises, Lessor, at its option, may re-enter said premises, or any part thereof in the name of the whole, upon ten (10) days' written notice to Lessee, and may have, repossess and enjoy the same as of its former estate, and may terminate this lease and all rights hereby granted. A waiver by Lessor of a default shall not be deemed a waiver of any subsequent default of Lessee.

13. Notwithstanding any requirement herein for payment of rental in advance for a period in excess of one month, it is further agreed that either party may terminate this lease at any time upon giving the other party not less than thirty (30) days' written notice of such termination; provided, however, that rent shall be paid by said Lessee to the date of termination fixed by said notice.

six (6) months'

14. Upon the date of termination of this lease by notice as aforesaid, or otherwise, Lessee shall surrender said premises to Lessor, and, if not in default hereunder, shall prior to date of termination remove from said premises all structures and property not belonging to Lessor and restore said premises to substantially their former state, and in case of failure so to do, any such structures and property shall become the property of Lessor, or Lessor may dismantle and remove the same and restore said premises to their former state at the expense of Lessee without incurring any liability therefor.

15. All notices hereunder to be given by Lessor to Lessee may be effectually given by letter from Lessor or its agent or attorney forwarded by registered mail, postage prepaid, addressed to Lessee at Lessee's post office address above stated.

16. All notices hereunder to be given by Lessee to Lessor may be effectually given by letter from Lessee or Lessee's agent or attorney forwarded by registered mail, postage prepaid, addressed to Lessor's Industrial and Real Estate Development Department at 176 East Fifth Street, St. Paul, Minnesota 55101..

17. Nothing herein contained shall imply or import a covenant on the part of Lessor for quiet enjoyment.

18. Any sum which under the provisions of this lease Lessee has agreed to pay shall constitute, when due and unpaid, a lien enforceable at law by Lessor upon any building, improvements or other property of Lessee located on said premises.

19. Subject to the foregoing provisions, this lease and all of the covenants and promises thereof shall inure to the benefit of and be binding upon the parties hereto and their executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this lease, in duplicate, the day and year first hereinabove written.

In Presence of:

[Signature]

[Signature]

BURLINGTON NORTHERN INC.

By *[Signature]*
General Manager—Leases

NORTHERN STATES POWER COMPANY

By *[Signature]*

Title GENERAL MANAGER, TRANSMISSION DEPT.

SUPPLEMENTAL AGREEMENT
PERMIT NO. 82417 (NP)

AGREEMENT, made as of the 1st day of February, 1983, between BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation (formerly Burlington Northern Inc.) successor in interest by merger to Northern Pacific Railway Company, hereinafter called "Railway Company" and NORTHERN STATES POWER COMPANY, a Minnesota corporation, hereinafter called "PERMITTEE".

WITNESSETH:

By Agreement dated December 31, 1956, Railway Company granted permission to Permittee to construct, operate and maintain power wires (hereinafter sometimes referred to as electric line) upon and across Railway Company's right-of-way and over certain tracks at St. Paul, Ramsey County, Minnesota, as more particularly described in said Agreement.

The parties hereto now desire to amend and modify said Agreement dated December 31, 1956, in certain respects.

NOW, THEREFORE, it is mutually agreed to by the parties hereto as follows:

1. That Permittee shall pay to Railway Company as the annual fee for the permission granted, the sum of _____ Dollars, payable annually in advance, for the ten (10) year period commencing February 1, 1983 and ending January 31, 1993.

2. That paragraph 5 of said Agreement dated December 31, 1956 is hereby deleted in its entirety and the following substituted therefore:

5. It is understood by the parties that said electric line will be in danger of injury or destruction by fire or other causes incident to the operation, maintenance or improvement of the railway, and Permittee accepts this permit subject to such dangers. Permittee further agrees to release, indemnify and save harmless Railway Company and Western Union Telegraph Company, their successors and assigns, from and against all loss, damages, claims, demands, actions, causes of action, costs and expenses of every character which may result from any injury to or death of any person whomsoever, including but not limited to employees and agents of the parties hereto, or from loss of or damage to property of any kind or nature to whomsoever belonging, including but not limited to property owned by, or in the care, custody, and control of the parties hereto and said Telegraph Company, when such injury, death, loss, or damage is caused or contributed to by or arises from, the construction, installation, maintenance, condition, use, operation, removal, or existence of said electric line upon Railway Company's premises. Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Railway Company, its officers, employees or agents.

3. That in the event Railway Company elects to sell the property upon which said electric line is located, Railway Company may, at its sole option, grant an easement to Permittee for the continued maintenance and operation of said electric line for a fee, or may reserve unto the Railway Company the right for continuance of this Agreement in the deed of conveyance to the buyer. If Railway Company elects to grant the easement, Permittee shall have thirty (30) days from receipt of letter from Railway Company offering the easement in which to accept or reject said offer. If said offer is rejected by Permittee, Railway Company shall make said reservation in the deed to the buyer, or assign this Agreement to the buyer.

4. That except as herein provided, all other terms and conditions of said Agreement dated December 31, 1956 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed,
in duplicate, as of the day and year first hereinabove written.

Witnesses:

T. J. Farrell

Stuart B. Storm

BURLINGTON NORTHERN RAILROAD COMPANY

By *H. D. Kline*
Director - Property Management

NORTHERN STATES POWER COMPANY

By *J. D. Smith*
Title General Manager -
Transmission General Services

G

NORTHERN PACIFIC RAILWAY COMPANY, a corporation of the State of Wisconsin, hereinafter called the Railway Company, in consideration of the rents to be paid and the covenants to be performed by

NORTHERN STATES POWER COMPANY, a Minnesota corporation,

hereinafter called the Permittee, hereby permits the Permittee to construct, operate and maintain an electric line, with the necessary poles, wires, fixtures and guys, upon its right of way along the course hereinafter described:

Approved as
to description
by *JBC*
Draftsman

Nine (9) steel towers for the purpose of carrying a 115 K.V. transmission line across the tracks of the Railway Company and along its right of way, said facilities to be located at St. Paul, Ramsey County, Minnesota, on strips of land shown colored red on plats hereto attached marked Exhibits "A", "B", and "C" and by this reference thereto made a part hereof.

subject, however, to an easement in the public for any public roads heretofore laid out or established and now existing over and across any part of the premises.

This permit is granted on the following terms and conditions:

1. The Permittee will pay a yearly rental in advance of ~~one hundred per mile or fraction thereof, for the said per mile or fraction thereof for each wire; also all taxes and~~ electric line and assessments that may be levied or assessed against said electric line.
2. The voltage carried by said electric line shall at no time exceed 115,000 volts. The location of the said electric line upon the right of way and the construction thereof shall be in accordance with plans heretofore submitted to and approved by the Railway Company.
3. (a) All cost of construction and maintenance of said electric line shall be paid by the Permittee. Should the construction, maintenance or operation of said electric line necessitate any change or alteration in the location or arrangement of any wires, structures or facilities located upon the right of way of the Railway Company, the cost of such change or alteration will be paid by the Permittee.
(b) The Permittee shall at all reasonable times have the right to enter the premises for the purpose of constructing, maintaining and repairing said electric line, and, in the exercise of this right, shall not unduly interfere with the rights of others on the premises. The Permittee shall, however, at its own expense, restore any facilities on said premises which are in any manner disturbed by such construction, maintenance or repairs.
(c) The Railway Company may by written order require the Permittee to make such repairs in said electric line as the Railway Company deems necessary and may also require the Permittee, for reasons of safety, inductive interference or otherwise, to change the location, elevation, construction or method of operation of the said electric line. All of said repairs or changes shall be made promptly by the Permittee at its sole expense.
(d) Upon completion of said electric line or any subsequent repairs the Permittee shall remove from the right of way all excess material and refuse accumulated during construction or maintenance.
4. The Railway Company reserves the right to use its property in any manner not inconsistent with the permit herein made, including, but not limited to, the right to cross under or over said electric line at any point for the purpose of constructing or maintaining roads or roadways. The Permittee agrees that the construction, maintenance or operation of its said electric line shall not at any time inductively or otherwise damage, or interfere with, the operation of the railroad, or any wires, structures or facilities of the Railway Company, its lessees, licensees, or permittees including The Western Union Telegraph Company, or be a menace to the safety of operations conducted on the right of way by said parties. If, in order to prevent such damage or interference, it is necessary in the judgment of the Railway Company to make changes in the construction, location or operation of said railroad, wires, structures or facilities, the cost of such changes shall be borne by the Permittee.
5. (a) The Permittee hereby releases and agrees to indemnify and save harmless the Railway Company, The Western Union Telegraph Company, their successors and assigns, and any and every lessee, licensee, or permittee of the Railway Company, from and against all loss, damages, claims, demands, actions, causes of action, costs, and expenses of every character which may result from any injury to or death of any person whatsoever, or from loss of or damage to property of any kind or nature to whomsoever belonging, when such injury, death, loss or damage is caused or contributed to by, or arises from, the construction, installation, maintenance, condition, use, operation or existence of said electric line upon said right of way.
(b) It is understood by the parties that said electric line will be in danger of injury or destruction by fire or other causes incident to the operation, maintenance or improvement of the railway, and the Permittee accepts this permit subject to such dangers. It is therefore agreed as one of the material considerations of this permit, without which the same would not be granted, that the Permittee assumes all risk of loss, damage or destruction to said electric line without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains or cars of any kind, misplaced switches, or in any respect from the operation, maintenance or improvement of the railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of the Railway Company, or of defective appliances, engines or machinery, and the Permittee shall save and hold harmless the Railway Company from all such damage, claims and losses.
6. It is agreed that the provisions of Section 5 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of the Railway Company's property of which the premises upon which said electric line is located are a part.
7. This permit shall be binding upon, and inure to the benefit of the parties, their successors and assigns; provided, however that the Permittee shall not assign this permit or any interest therein without the Railway Company's written consent.
8. The Railway Company shall have the right to terminate this permit, and the same shall terminate, at the expiration of thirty (30) days after the giving of written notice of intention to terminate the same. Any such notice shall be good if deposited in the United States mails addressed to the Permittee at 15 South 5th Street, Minneapolis, Minnesota. If the Permittee shall fail to remove any material or property owned by it within the time prescribed in a notice of termination, the Railway Company may appropriate such property to its own use without compensation, or may remove the same at the expense of the Permittee.
9. This permit is effective as of January 1, 1957.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the 31st day of December, A.D. 1956

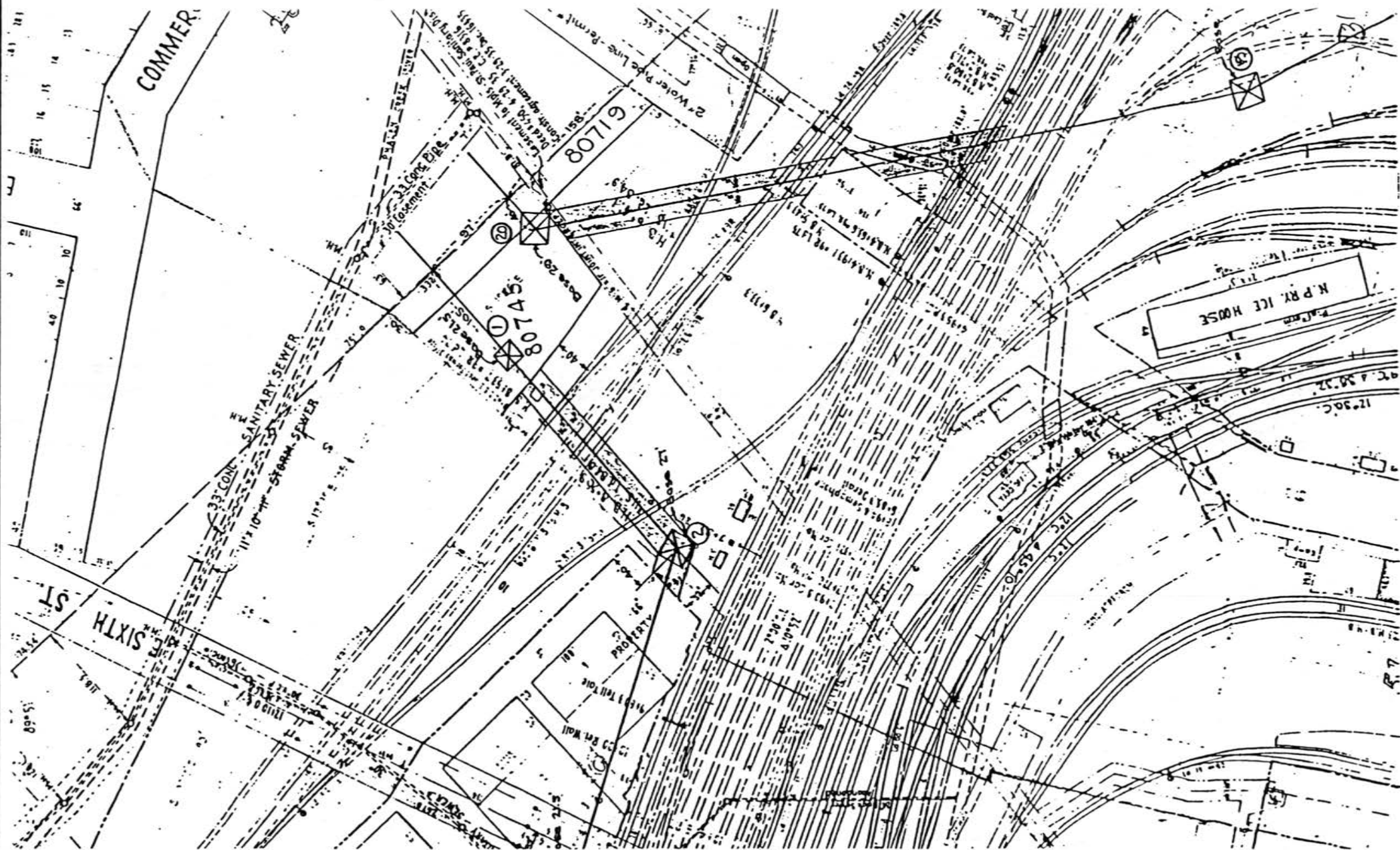
Witness:

Marion Head

W. R. D. [Signature]
ASSISTANT SECRETARY

NORTHERN PACIFIC RAILWAY COMPANY

By *File [Signature]*
MANAGER INDUSTRIAL DEPARTMENT
NORTHERN STATES POWER COMPANY
By *Earl Ewald*
VICE PRES. IN CHARGE OF OPERATION



NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called Railway Company, hereby leases to
NORTHERN STATES POWER COMPANY, a Minnesota corporation,

Lessee, the following premises, at
Ramsey

Saint Paul
and State of

Minnesota

hereinafter called
Station in the County of

Approved as
to description
By JBC
Draftsman

That portion of the Railway Company's property in the SW $\frac{1}{4}$ Section 32, Township 29 North, Range 22 West, Fourth Principal Meridian, shown colored red on the plat hereto attached and made a part hereof.

IN WITNESS WHEREOF, the undersigned, duly authorized officers of the Northern Pacific Railway Company, have hereunto set their hands and the seal of said company at Minneapolis, Minnesota, this 10th day of May, 1932.

TO HAVE AND TO HOLD subject to the provisions following and until this lease is terminated as hereinafter provided:

1. This lease shall be effective from the date hereof or the effective date if any is hereinafter provided; and the Lessee shall occupy the premises within three months from said effective date for the purpose of a site for steel transmission towers and for no other purpose.

2. As annual rental the Lessee will pay in advance the sum of:

3. (a) The Lessee shall also pay all general taxes and special assessments applicable to or assessed against said premises during the term of this lease, including those for the year , even though such taxes or special assessments may not become due and payable until after expiration or cancellation of this lease provided, however, that if any assessment for public improvements exceeds \$100.00 same may be paid by the Railway Company and the Lessee will pay as additional rental per annum a sum equal to 8% of the total amount thereof. (b) In case of non-payment of rental, taxes or assessments, the same shall, until paid, constitute a lien upon any building or other property owned by the Lessee located upon the premises, and the lien may be foreclosed according to law. The Lessee shall not remove said buildings or other property until said rental, taxes or assessments, have been paid.

4. Rates being as favorable, the Lessee will do all transportation business over the railroad of the Railway Company.

5. All structures erected on the right of way hereunder shall be placed parallel with the main track. The Lessee will paint and keep painted, with the standard color of paint adopted by the Railway Company for its station buildings, or with aluminum paint, any frame building upon the premises. The Lessee will not place or permit to be placed any advertising matter upon any part of the leased premises or upon any improvements thereon except such as is necessary to advertise the Lessee's own business.

6. (a) No building erected on the premises shall have a swinging door or window opening towards any railway track, which, when open will restrict the clearance to less than 8.5 feet from the center line of such track.

(b) The Lessee shall not place or permit to be placed, or to remain, any material, structure, pole or other obstruction within 8.5 feet laterally of the center line, or within 23 feet vertically from the top of the rails, of any track.

(c) The Lessee agrees to indemnify and save harmless the Railway Company from all loss, damage, penalties, costs or judgments that may be assessed against or recovered from it on account of or in any manner growing out of a violation of the provisions of this paragraph 6.

7. (a) It is understood by the parties that the leased premises are in dangerous proximity to the tracks of the Railway Company and that property on the leased premises will be in danger of injury or destruction by fire incident to the operation, maintenance or improvement of the railway, and the Lessee accepts this lease subject to such dangers. It is therefore agreed, as one of the material considerations of this lease without which the same would not be granted, that the Lessee assumes all risk of loss, damage or destruction by fire to buildings or contents or to any other property brought upon or in proximity to the leased premises by the Lessee, or by any other person with the consent or knowledge of the Lessee, without regard to whether such fire be the result of negligence or misconduct of any person in the employ or service of the Railway Company or of defective appliances, engines, or machinery; except to the premises of the Railway Company and to rolling stock belonging to the Railway Company or to others, and to shipments of third parties in the course of transportation. The Lessee hereby indemnifies and agrees to protect the Railway Company from all such loss, damage or destruction to property, including claims and causes of action asserted against the Railway Company by any insurer of said property.

(b) The Lessee also agrees to indemnify, and hold harmless the Railway Company, for loss, damage, injury or death from any act or omission of the Lessee, its invitees, licensees, employees, or agents, to this person or property of the parties hereto and their employees, and to the person or property of any other person or corporation, while on or near said leased premises; and if any claim or liability other than from fire, shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally.

8. It is agreed that the provisions of paragraphs 6 and 7 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of the Railway Company's property of which the above described premises are a part.

9. Either party may terminate this lease at any time upon thirty (30) days' written notice to the other party. Notice of termination by the Lessee shall be given to the Manager, Industrial Development of the Railway Company by United States mail; the Railway Company may give its notice in the same manner to the Lessee at

Minneapolis, Minnesota or may serve same personally on the Lessee, or post on the leased premises.

10. Upon the termination of this lease pursuant to the provisions of paragraph 9 the Lessee, before the expiration date fixed in the notice and except as otherwise provided in paragraph 3(b) hereof shall remove its property and improvements from the premises and fill all excavations thereon and in case of failure to do so, the Railway Company may remove such property and improvements and fill the excavations at the cost of the Lessee, or may appropriate the same to its own use without compensation.

11. The Lessee shall not permit the accumulation of any material or refuse on the leased premises or adjacent to the tracks of the Railway Company and will at all times keep same in a clean and sanitary condition

12. The Railway Company reserves the right at any time to change the grade of its tracks without compensation to the Lessee, and in the event such change is made, or the grade of any highway is changed, the Lessee shall bear all expense necessary to adapt the leased premises and improvements to the changed conditions.

13. The Railway Company reserves the right to maintain its existing facilities and to construct or permit the construction of additional facilities on the leased premises for the benefit of or for the purpose of serving the Railway Company or other lessees of the Railway Company and also the right to enter upon the leased premises for the purpose of constructing, reconstructing, repairing, operating, relocating and removing said facilities.

14. This lease is granted subject to permits, leases and licenses, if any, heretofore granted by the Railway Company affecting the leased premises.

15. (a) Without the written consent of the Railway Company, the Lessee shall not assign this lease or any interest therein, or sublet, and no heir, executor, administrator, receiver, master, sheriff, trustee in bankruptcy or other assignee by operation of law shall assign or sublet without such written consent.

(b) In the event of assignment of this lease, the Railway Company, having no advice to the contrary, shall at such time credit all unearned rental hereunder to the assignee. Any other disposition of unearned rental will be made by the Railway Company only upon the joint written request of both Lessee and his assignee at the time of submitting said assignment to the Railway Company for its consent.

16. This lease is effective as of February 16, 1956.

17. (a) The Lessee shall not use the leased premises for any purpose other than the storage of material or refuse on the leased premises or adjacent to the tracks of the Railway Company and will at all times keep same in a clean and sanitary condition.

(b) The Lessee shall not use the leased premises for any purpose other than the storage of material or refuse on the leased premises or adjacent to the tracks of the Railway Company and will at all times keep same in a clean and sanitary condition.

(c) The Lessee shall not use the leased premises for any purpose other than the storage of material or refuse on the leased premises or adjacent to the tracks of the Railway Company and will at all times keep same in a clean and sanitary condition.

(d) The Lessee shall not use the leased premises for any purpose other than the storage of material or refuse on the leased premises or adjacent to the tracks of the Railway Company and will at all times keep same in a clean and sanitary condition.

(e) The Lessee shall not use the leased premises for any purpose other than the storage of material or refuse on the leased premises or adjacent to the tracks of the Railway Company and will at all times keep same in a clean and sanitary condition.

(f) The Lessee shall not use the leased premises for any purpose other than the storage of material or refuse on the leased premises or adjacent to the tracks of the Railway Company and will at all times keep same in a clean and sanitary condition.

(g) The Lessee shall not use the leased premises for any purpose other than the storage of material or refuse on the leased premises or adjacent to the tracks of the Railway Company and will at all times keep same in a clean and sanitary condition.

(h) The Lessee shall not use the leased premises for any purpose other than the storage of material or refuse on the leased premises or adjacent to the tracks of the Railway Company and will at all times keep same in a clean and sanitary condition.

(i) The Lessee shall not use the leased premises for any purpose other than the storage of material or refuse on the leased premises or adjacent to the tracks of the Railway Company and will at all times keep same in a clean and sanitary condition.

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(k) The Lessee shall not use the leased premises for any purpose other than the storage of material or refuse on the leased premises or adjacent to the tracks of the Railway Company and will at all times keep same in a clean and sanitary condition.

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(s) The Lessee shall not use the leased premises for any purpose other than the storage of material or refuse on the leased premises or adjacent to the tracks of the Railway Company and will at all times keep same in a clean and sanitary condition.

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(u) The Lessee shall not use the leased premises for any purpose other than the storage of material or refuse on the leased premises or adjacent to the tracks of the Railway Company and will at all times keep same in a clean and sanitary condition.

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(al) The Lessee shall not use the leased premises for any purpose other than the storage of material or refuse on the leased premises or adjacent to the tracks of the Railway Company and will at all times keep same in a clean and sanitary condition.

NOTE: IF THE LESSEE IS A CORPORATION SIGN THE CORPORATE NAME, THEN THE NAME OF THE OFFICER EXECUTING, FOLLOWED BY HIS TITLE.

IN WITNESS WHEREOF the parties have executed these presents in duplicate this 20th day of December, 1956.

NORTHERN PACIFIC RAILWAY COMPANY.

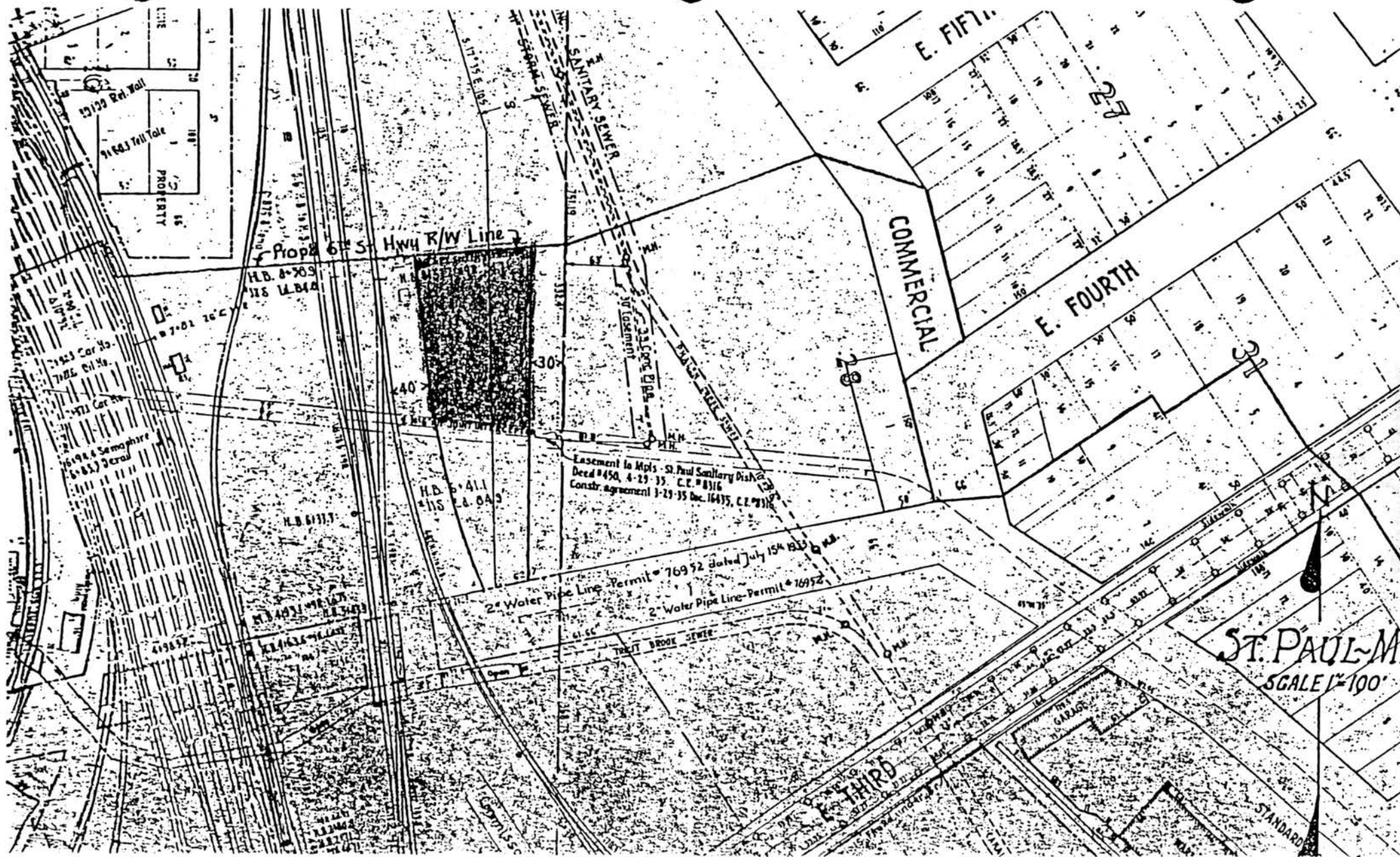
By A. J. DeGuer
EASTERN SUPERVISOR, INDUSTRIAL PROPERTIES

Witnesses to signature of lessee:

Marion Head
Assistant Secretary

NORTHERN STATES POWER COMPANY

By Earl Ewald
Vice President in Charge of Operations
Lessee





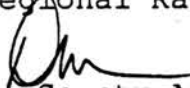
OFFICE OF THE COUNTY ATTORNEY
RAMSEY COUNTY
SUITE 400
350 ST. PETER STREET
ST. PAUL, MINNESOTA 55102

TOM FOLEY
COUNTY ATTORNEY

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

MEMORANDUM

TO: Ramsey County Regional Railroad Authority

FROM: David MacMillan 
Assistant Ramsey County Attorney

DATE: November 10, 1992

SUBJECT: Purchase Agreement - Abandoned Burlington Northern -
Northeast Rail Corridor

DISCUSSION

Enclosed for your consideration is a proposal for a purchase offer for the abandoned Burlington Northern Rail corridor between approximately Fourth street in downtown St. Paul to a point just north of Beam Avenue in Maplewood. Significant features of this offer are as follows:

1. Purchase Price - 1.5 million dollars (\$1,500,000.00)
2. Earnest Money
 - a) \$150,000 to be paid to Railroad 10 working days after acceptance of this offer by Railroad.
 - b) \$300,000 on December 31, 1992, if the transaction does not close by that date.
3. Title/Conveyance

The railroad will convey to the County by quit claim deed. Throughout negotiations the railroad has been adamant that it will convey only by quit claim deed. We have agreed to this but have obtained a significant reduction in the purchase price for the line. Our appraiser has valued the line at \$2,070,000 as of September 17, 1971. This purchase price of \$1,500,00 is roughly fifty cents (\$.50) per square foot.

AA

4. The Railroad has retained nine leases/easements for itself. Of those, four are with the Chicago and Northwestern Railroad, three are with Northern States Power Company for its substation south of I-94, one is with the metropolitan sewer board for a sewer, and one is with Naegle Advertising. With the exception of the Naegle Advertising lease, none of these generate revenue for the railroad and because they serve an important public interest it is unlikely that the RCRRA would terminate them. The easements/leases to the Chicago/Northwestern do cross the Burlington Northern property, and as a result will affect and have to be addressed when any recreational trail or LRT use is proposed for the corridor. The Chicago/Northwestern leases serve the 3M Company, however, and on an infrequent basis.

The Naegle lease is for billboard space, and while it does generate revenue it will not interfere with any of the proposed uses of the line.

5. The Railroad will retain the right to lay fiber optic cable for its own use on the property. There is at present a small segment of cable owned by the Railroad in the property; this will remain, and if future trail or LRT construction requires that it be moved, such moving costs will be borne by the RCRRA. Any cable the railroad implants in the future must be done in a manner which will not interfere with LRT or trail use, and the cost of moving such cable will be borne by the Railroad.

In addition, this cable can be used only for railroad purpose. The railroad cannot lease it to a private telecommunications company, such as a telephone company, for general use.

6. Closing date will be 45 days after the railroad agrees to the terms of this offer.
7. The property may be subject to mortgages and judgments of record which the Railroad has satisfied but for which documentation has not been recorded. The railroad has agreed that it will cooperate with the RCRRA to clear any such title problems.

Procedurally, this purchase offer will not become binding until such time as it is approved by the Ramsey County Regional Railroad Authority and the Railroad, and negotiations heretofore are not binding on either party.

CONCLUSION

In summary, while the proposed purchase offer does not provide the assurances of title normally desired, the reduction in purchase price substantially offsets the risks attendant to the proposal, and it is recommended that this offer be approved.

DM/dm
enclosure

CONTRACT

1. BUYER'S OFFER

The Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota (hereinafter called "BUYER") offers to purchase from the Burlington Northern Railroad Company, a Delaware corporation (hereinafter called the "SELLER") all of SELLER's right, title, and interest in and to that parcel of land situated in the County of Ramsey, State of Minnesota, identified and more particularly described in Exhibit A attached hereto (hereinafter the "PREMISES") and except as otherwise provided herein, the right, title, and interest of SELLER in and to any easements, licenses, or permits appurtenant thereto.

2. PURCHASE PRICE AND PAYMENT

BUYER agrees to pay to SELLER the sum of:

One Million Five Hundred Thousand Dollars (\$1,500,000.00) for the

PREMISES as follows:

- A. One Hundred Fifty Thousand Dollars (\$150,000.00) payable in cash, by certified or cashier's check, or wire transfer within ten (10) working days after the date SELLER delivers to BUYER a signed copy of this agreement indicating its acceptance thereof. This sum shall constitute "Earnest Money" and shall be returned to BUYER or retained by SELLER under the terms and conditions set forth herein.
- B. The balance of the purchase price, One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00), shall be paid by the BUYER in cash, by certified or cashier's check, or by wire transfer at the date of closing as hereinafter defined.
- C. The date of closing will be 45 days after the date SELLER delivers to BUYER a signed copy of this agreement indicating its acceptance hereof. If closing has not occurred by December 31, 1992 Buyer shall tender to Seller an additional earnest money payment of \$300,000, which shall be returned to BUYER or retained by SELLER under the conditions SET FORTH HEREIN.

3. CONVEYANCE

Seller shall convey or cause to be conveyed, all of Seller's right, title and interest in the premises, if any, to Buyer by quitclaim deed subject to the exceptions and reservations whether or not of record and in accordance with the other terms, conditions and reservations contained herein.

4. TITLE DEFECTS

If, within the ten (10) day period following Seller's notice to Buyer that Seller's deed is ready for delivery, Buyer notifies Seller that Buyer has requested evidence of title to the premises, the Buyer shall furnish to Seller at Buyer's expense such evidence of title within thirty (30) days of said notice from Buyer in the form of an abstract of title or a title commitment, and a written statement specifying the matters or defects other than said permitted exceptions and reservations and other than such usual exceptions contained in Owner's policies and the matters to which this sale is subject by the terms hereof, the time of payment of the balance of the purchase price shall be extended for a period of sixty (60) days after the receipt of said evidence of title and statement. If Seller is unable or unwilling to cure such matters or defects within said sixty (60) day period, and Buyer is unwilling to accept the deed subject to such matters or defects, then either party may terminate this agreement by serving written notice of termination upon the other party within fifteen (15) days thereafter and all further rights and liabilities under this agreement shall cease and terminate, except that Seller shall return the deposit to Buyer and Seller shall reimburse Buyer for the actual money paid by Buyer, if any, to an abstractor for an abstract of title or to a title company for a title report (but not for title insurance), provided that said abstract or title report shall be delivered and assigned to Seller.

5. TRACKS, BUILDINGS, AND OTHER IMPROVEMENTS

This agreement relates only to land. Unless otherwise provided herein, any conveyance shall exclude SELLER's railroad tracks and appurtenances thereto, SELLER's buildings and any other improvements on the PREMISES, all of which may be removed by SELLER within 15 days following conveyance of the PREMISES, and if not so removed shall be deemed abandoned by the SELLER without obligation on the SELLER's part and shall thereafter be and become the property of the BUYER in place.

6. ACCEPTANCE CONSTITUTES CONTRACT, INTERPRETATION

This offer of the BUYER to purchase the PREMISES, when duly accepted by the SELLER, shall constitute the entire agreement of the parties for the sale and purchase of the PREMISES and shall bind and inure to the benefit of the

SELLER, the BUYER, and their respective heirs, executors, administrators, successors, and assigns.

7. AMENDMENT AND GOVERNING LAW

This agreement may be amended or modified only in a writing signed by SELLER and BUYER. The agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

8. LIQUIDATED DAMAGES AND SPECIFIC PERFORMANCE

Time is of the essence of this agreement. If BUYER shall fail to perform this agreement within the time limits herein specified, SELLER shall, as its sole remedy, retain the EARNEST MONEY specified in paragraph 2(A) hereof as liquidated damages not as a penalty or forfeiture, and declare this agreement terminated. If SELLER shall fail to perform this agreement within the time limits herein specified, BUYER shall have the option to do one or more of the following:

- A. Terminate this agreement by written notice to SELLER.
- B. Proceed to closing.
- C. Pursue such other actions or remedies as are available to it, including its right to damages against SELLER for its failure to perform or for the right to specific performance for this agreement.

If BUYER elects to terminate this agreement as provided for in this paragraph, SELLER shall promptly refund to the BUYER all EARNEST MONEY paid by BUYER to pursuant to paragraph 2(A) and 2(C) hereof.

9. DOCUMENTS TO BE DELIVERED BY SELLER

If BUYER shall have performed all of its obligations hereunder to the date of closing, the SELLER shall, on the date of closing, execute, where necessary, and deliver to BUYER the following:

- A. A quit claim deed or deeds from SELLER conveying all of Seller's interest in the PREMISES to BUYER, free and clear of liens, encumbrances or obligations except for permitted encumbrances as stated in paragraphs 10, 11, 19 and 20 hereof.
- B. All other documents to be executed by SELLER affecting title to and/or possession of the PREMISES, and necessary or

convenient to transfer the same to BUYER under Minnesota law or practice.

- C. A certified copy of the resolution of the Board of Directors of SELLER authorizing the transfer and sale of the PREMISES.
- D. Assignments of any leases, licenses, permits, or easements affecting the PREMISES which are in effect on the date of closing, except those retained by SELLER according to paragraphs 19 and 20 of this agreement, to the extent that the terms of such agreements permit assignment thereof. In the event the BUYER or SELLER discovers a lease, license, permit, or easement affecting the PREMISES after the date of closing and delivery of title by SELLER to BUYER, SELLER, will assign such lease, license, permit or easement to BUYER promptly upon such discovery or notification of the same by the BUYER.
- E. A certificate stating that the SELLER is not a foreign person, foreign corporation, foreign partnership, or foreign estate as those terms are defined in the United States Internal Revenue Code and Income Tax Regulations promulgated thereunder, and as required by such code and regulations.
- F. Well certificates required by Minn. Stat. § 1031.235.

10. LIENS OF SELLER'S MORTGAGES

SELLER shall deliver to BUYER, who shall place of record, deeds of release, satisfactions, or other good and sufficient releases of the liens of SELLER's mortgages to which the PREMISES are subject within 180 days after the first meeting of SELLER's Board of Directors held after the date of closing herein. If SELLER is unable to deliver the releases specified in this paragraph within the aforementioned 180 days, the BUYER, at its option, may do any of the following:

- A. Extend the time for SELLER to obtain and deliver such releases,
or
- B. Accept title subject to such liens, in which case SELLER shall cooperate with and assist BUYER to secure a release of such lien,
or
- C. Terminate this agreement.

Upon receipt of notice to terminate by the BUYER, the SELLER shall within five (5) working days thereafter refund to BUYER the purchase price paid pursuant to paragraph 2 hereof contemporaneously with BUYER's reconveyance of title by quit claim deed free and clear of any liens and encumbrances created through, by, or under the BUYER to the same extent as if no conveyance had been made hereunder.

11. OTHER LIENS

Any judgment against SELLER which may appear of record as a lien against the PREMISES shall be satisfied by SELLER if and when it is judicially determined to be valid, the SELLER hereby indemnifies the BUYER for all losses arising out of SELLER's failure to have a judgment so settled and satisfied.

12. GENERAL REAL ESTATE TAXES

Real estate taxes payable or paid in the year the deed is delivered shall be prorated between BUYER and SELLER as of the date of closing. In the event any tenant of SELLER under an existing lease has assumed the obligation to pay such taxes for any portion of the PREMISES, such payment shall be deducted from the total tax obligations of the PREMISES and the remainder shall be prorated between the parties hereto. All unpaid special assessments against the PREMISES for all public improvements which have been levied or are pending as of the date of closing shall be paid by SELLER on the date of closing.

13. TRANSFER TAXES

SELLER shall pay the state deed tax payable upon recording the deed. BUYER shall pay all other fees and taxes required for filing the deed.

14. NOTICES AND DEMANDS

Any notice, demand, or other instrument required or permitted to be given or served by either party shall be in writing and shall be deemed effective if and when (a) personally delivered, (b) one working day after delivering to an overnight air courier, (c) transmitted by facsimile machine, or (d) seven days after deposit in the United States mail, certified, postage prepaid, return receipt requested, to SELLER and BUYER at the following addresses:

TO SELLER:

Burlington Northern Railroad Company
4105 North Lexington Avenue
Arden Hills, Minnesota 55126
ATTN: Bruce E. Opp

TO BUYER:

Ramsey County Regional Railroad Authority
Ramsey County Government Center West
Suite 360, St. Paul, MN 55102
Attention: Ms. Kathy DeSpiegelaere

Parties can change addresses pursuant to this paragraph.

15. GOVERNMENTAL APPROVAL

If the approval of any governmental agency is required for the sale of the PREMISES, it is understood and agreed that this agreement is subject thereto and that both parties shall use their best efforts to obtain such approval. The closing date shall be extended for such period as may be required to obtain such approval. In the event said approval cannot be obtained, either party may terminate this agreement without liability to the other, except that SELLER shall return the EARNEST MONEY to BUYER.

In the event a city, county, or other governing authority wherein said real estate is located requires a survey or plat or has a subdivision ordinance, the BUYER shall obtain such survey or plat, all at BUYER's expense. The survey or plat shall be submitted by BUYER to SELLER for review and approval prior to recording and within a period of 45 days after the date of SELLER's acceptance for this offer.

16. DEPOSIT AUTHORIZATION

BUYER hereby authorizes SELLER to cash any checks that may be delivered to SELLER as a deposit or option payment and to take the amount of any such deposit or option payment and to take the amount of any such deposit or option payment into its accounts, with the understanding that it will not constitute acceptance of this offer; provided, however, that such authorization is given with the understanding that in the event the offer is not accepted the SELLER agrees to refund the amount of any deposit in full.

17. RAIL SERVICE

Nothing in this agreement shall prevent SELLER from discontinuing service over any railroad line or lines by which rail service may be provided to the PREMISES.

18. **LEASES AND LICENSE PREPAYMENT LIMITATIONS**

SELLER shall not refund any prepaid or unearned lease rentals unless such prepaid or unearned rentals for each lease exceeds the sum of \$100.

19. **EASEMENT FOR FIBER OPTIC COMMUNICATION CABLE**

Notwithstanding any other provision of this agreement to the contrary, the SELLER may reserve unto itself in the deed of conveyance an easement for the installation, operation, and maintenance of fiber optic communication lines within the premises. Said easement shall contain the following conditions:

- A. That the SELLER shall have the right to install, operate, and maintain fiber optic communication lines within the premises.
- B. That the SELLER shall install, operate, and maintain said fiber optic communication lines in a manner which will not interfere with BUYER's present or future use of the PREMISES for either a recreation trail or Light Rail Transit system or both.
- C. That for any fiber optic cable system in place on the PREMISES as of the date of this agreement, if the BUYER's construction, operation, maintenance or repair of a recreational trail or trails or Light Rail Transit system or any other use of the PREMISES by the BUYER requires a change in location of the fiber optic communication system, SELLER agrees to make such change but the reasonable cost of such change shall be paid by the BUYER. It shall be the obligation of SELLER to prove that any such line was in fact in place on the PREMISES as of the date of this agreement.
- D. That for any fiber optic cable system constructed by SELLER after the date of this agreement, if the BUYER'S construction, operation, maintenance or repair of a recreational trail, Light Rail Transit System, or any other use of the premises by the BUYER requires a change in location of the fiber optic communications system, SELLER agrees to make such change at its sole cost and expense and at no cost to BUYER.
- E. Any fiber optic communication system installed by SELLER on the Premises must be used solely by SELLER in its usual business operations and SELLER shall not use, lease, or otherwise permit the use of the system or installation of another system by any third party, either directly or indirectly, for any other purpose.

- F. The SELLER shall defend, indemnify and hold BUYER harmless from all costs, charges, judgments, or liability to SELLER or any third party caused directly or as a consequence of damage to the fiber optic communication system by the BUYER.

20. PERMITTED ENCUMBRANCES

BUYER accepts the PREMISES subject to leases, licenses, and permits identified in the attached Exhibit B, and copies of which are attached hereto and incorporated herein as Exhibits B-1 through B-9, and all easements and other interests of record or which might be revealed by inspection or survey of the premises not otherwise provided for herein.

21. PROPERTY TO BE SOLD "AS IS"

It is hereby acknowledged and agreed by Buyer that the Premises are to be sold "AS IS" as of the date of this Agreement, subject to reasonable wear and tear occurring after the date of this agreement until closing; that Buyer assumes the responsibility and risks of all defects and conditions relating to the Premises, including without limitation such conditions as are disclosed herein and including defects and conditions that cannot be observed by casual inspection; and that Buyer has had the opportunity to inspect the Premises and will be relying entirely thereon and on any consultant Buyer may retain.

22. SURVIVAL

All the terms of this agreement, including all, representations and indemnifications shall survive and be enforceable after the closing date.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

FOR BUYER

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

By: _____
John T. Finley, Chair

Dated: _____

The foregoing offer is accepted
by SELLER this _____ day of
_____, 1992.

BURLINGTON NORTHERN RAILROAD COMPANY

By: _____

Its: _____

EXHIBIT A

Descriptions for
Sheet 1 of 3 Sheets
PLAT OF SURVEY

Burlington Northern Railroad Right of Way

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

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

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

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

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

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

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

Lying southerly and westerly of the following described line:

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

Line 1 is described as follows:

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

N

Descriptions for Sheet 2 of 3 Sheets (cont.)

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

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

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

Except that part lying westerly of the following described line:

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

Descriptions for
Sheet 3 of 3 Sheets
PLAT OF SURVEY

Burlington Northern Railroad Right of Way

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

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

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

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

Descriptions for Sheet 3 of 3 Sheets (cont.)

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

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

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

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

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

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Description for
Sheet 1 of 8 Sheets
PLAT OF SURVEY

Burlington Northern Railroad Right of Way

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

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

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

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

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

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

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

Line 1

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

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

Line 2

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

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Description for
Sheet 4 of 8 Sheets
PLAT OF SURVEY
Burlington Northern Railroad Right of Way

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

Line 1

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

Line 2

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

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

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

Line 1

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

Line 2

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

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Description for
Sheet 6 of 8 Sheets
PLAT OF SURVEY

Burlington Northern Railroad Right of Way

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

Line 1

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

Description for Sheet 6 of 8 Sheets (cont.)

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

Line 2

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 12 minutes 04 seconds East along the east line of said Southeast Quarter a distance of 1123.35 feet to the beginning of the line to be described; thence South 85 degrees 57 minutes 09 seconds West a distance of 61.25 feet; thence North 84 degrees 29 minutes 19 seconds West a distance of 207.51 feet; thence northwesterly a distance of 206.75 feet along a tangential curve concave to the north, having a radius of 690.85 feet and a central angle of 17 degrees 08 minutes 50 seconds; thence North 56 degrees 10 minutes 38 seconds West, not tangent to the last described curve; a distance of 212.27 feet; thence North 47 degrees 09 minutes 21 seconds West a distance of 45.39 feet; thence northwesterly a distance of 215.89 feet along a non-tangential curve, concave to the southwest, having a radius of 608.82 feet, a central angle of 20 degrees 19 minutes 02 seconds and a chord bearing of North 55 degrees 24 minutes 12 seconds West; thence South 0 degrees 11 minutes 43 seconds East, not tangent to the last described curve, a distance of 0.54 feet; thence northwesterly a distance of 90.20 feet along a non-tangential curve, concave to the southwest, having a radius of 609.69 feet, a central angle of 8 degrees 28 minutes 35 seconds and a chord bearing of North 70 degrees 33 minutes 12 seconds West; thence North 74 degrees 47 minutes 29 seconds West, tangent to the last described curve, a distance of 4.00 feet; thence westerly, southwesterly and southerly a distance of 1269.46 feet along a tangential curve, concave to the southeast, having a radius of 639.80 feet and a central angle of 113 degrees 41 minutes 00 seconds; thence South 8 degrees 28 minutes 29 seconds East, tangent to the last described curve, a distance of 210.50 feet; thence southerly a distance of 296.39 feet along a tangential curve, concave to the west, having a radius of 1874.08 feet and a central angle of 9 degrees 03 minutes 41 seconds; thence South 89 degrees 08 minutes 12 seconds West, not tangent to the last described curve, a distance of 7.02 feet; thence South 0 degrees 01 minutes 43 seconds East a distance of 134.98 feet; thence North 89 degrees 12 minutes 00 seconds East a distance of 2.54

Description for Sheet 6 of 8 Sheets (cont.)

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

Description for
Sheet 7 of 8 Sheets
PLAT OF SURVEY
Burlington Northern Railroad Right of Way

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

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

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

Line 1

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

Description for Sheet 7 of 8 Sheets (cont.)

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

Line 2

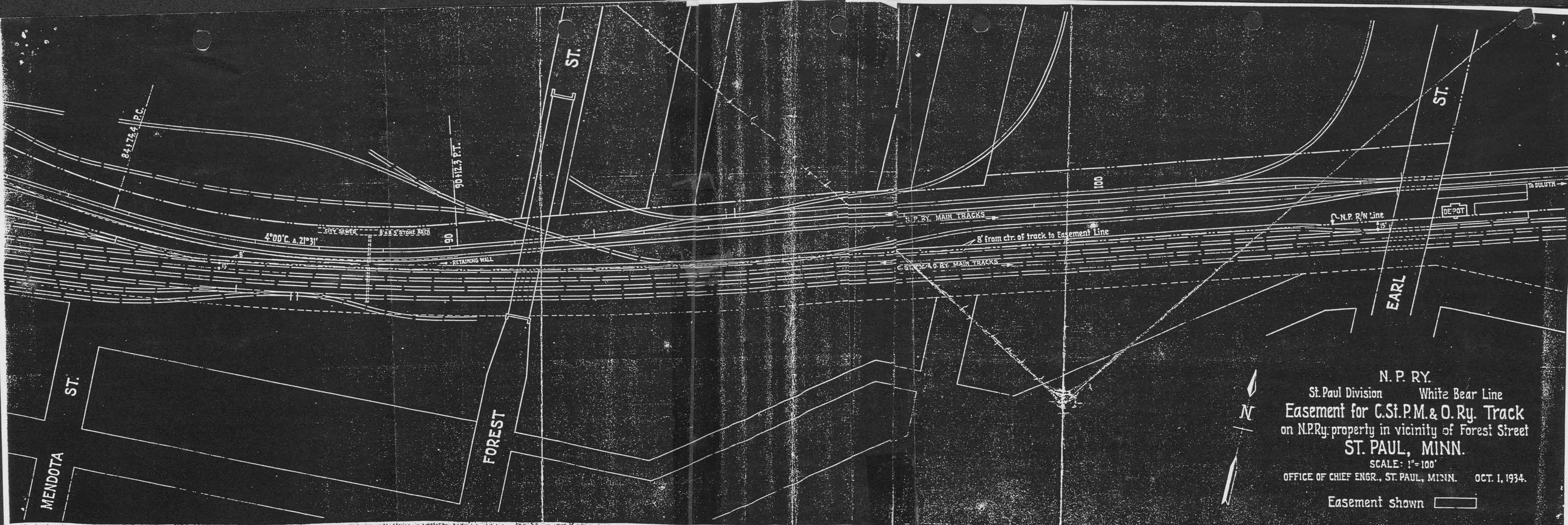
Commencing at the northeast corner of said Northwest Quarter; thence South 0 degrees 27 minutes 30 seconds East along the east line of said Northwest Quarter a distance of 819.97 feet to the beginning of the line to be described; thence southwesterly a distance of 41.95 feet along a non-tangential curve,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

2-1

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

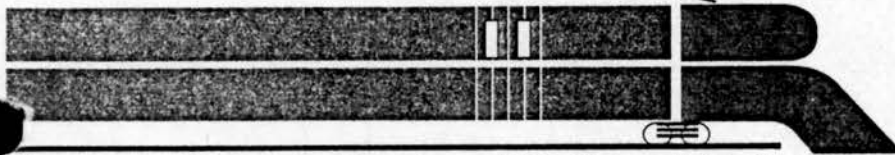
That part of the Southwest Quarter and the Southeast Quarter of Section 32, Township 29, Range 22, Ramsey County, Minnesota, described as follows:

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



N. P. RY.
 St. Paul Division White Bear Line
Easement for C.St.P.M. & O. Ry. Track
 on N.P.Ry. property in vicinity of Forest Street
ST. PAUL, MINN.
 SCALE: 1"=100'
 OFFICE OF CHIEF ENGR., ST. PAUL, MINN. OCT. 1, 1934.
 Easement shown

file



Ramsey County Regional Railroad Authority

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

Kathy Despiegelaere
Ramsey County Regional
Railroad Authority
Documentation

District 5

Diane Ahrens
District 4

Hal Norgard
District 7

Donald Salverda
District 2

AGENDA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY, DECEMBER 8, 1992

***IMMEDIATELY FOLLOWING RCRRA BUDGET HEARING SCHEDULED FOR 10:30 A.M.**

- * 1. Minutes of the Ramsey County Regional Railroad Board Meeting of November 17, 1992
- * 2. Central Corridor Scoping Document.
- * 3. Quarterly Report of Payments for RCRRA July through September, 1992

- * Action is Requested.

MINUTES

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Tuesday, November 17, 1992

A special meeting of the Ramsey County Regional Railroad Authority Board was held on Tuesday, November 17, 1992 in the Large Conference Room of 316 Court House. Chairman Finley called the meeting to order at 9:40 A.M.

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

MEMBERS ABSENT: Commissioner Diane Ahrens
Commissioner Duane McCarty
Commissioner Warren Schaber

Also Present: Karen Tero, James Van Houdt, Ed Glaubitz, Robert Clarkson, Hugh Faville, Pat O'Malley, Greg Mack, Mary Lou Grahek, Frances Glendenning, David MacMillan represented the County Attorney's Office, Kathryn DeSpiegelaere

1.
 - a) Approve proposed purchase offer for the abandoned Burlington Northern Rail Corridor, Northeast Rail Corridor, to be submitted to the Burlington Northern R.R., the purchase price of \$1,500,000.00;
 - b) Authorize the Chairman of the Ramsey County Regional Railroad Authority to sign the purchase offer on behalf of the RCRRA;
 - c) Authorize the Chairman of the RCRRA or his designee to approve necessary budget adjustment to accomplish purchase;
 - d) Authorize the Director of Light Rail Transit Planning to approve payments made in accordance with the contract;
 - e) Payment documentation shall be submitted to the RCRRA for ratification of the next scheduled meeting following approval of payment.

Chairman Finley called on David MacMillan to bring the Board up to date on this.

David MacMillan addressed the Board, at long last we have finally reached a tentative negotiated agreement with the RR. This document has been approved locally and down in Dallas, and with the approval of this body and submitted to the RR, they are reasonably sure that the RR will in fact agree to this purchase agreement.

There is one correction in his memorandum, under 3, we say that our appraised value is \$2,700,000, this should be 1991. The purchase price is \$1,500,000 which works out to 50¢ per square foot. Mn/DOT when it purchased its small section north of Highway 36, it was somewhere in the area of \$2.50 to \$3.00 per square foot. In purchasing the entire line we are getting a reduction of square foot prices. The downside of this as he pointed out in his memorandum, that we are assuming some title risks that we might not otherwise assume. He is relatively certain that there are no significant title problems that we will be confronting. He feels that the RR will cooperate with us in any manner should something occur.

One of the issues we do want to point out to you is that the RR will be retaining approximately nine easements or licenses granted to people basically these should not interfere with the operation or the corridor. There may be one with the Chicago NW, it is of the kind that the RRA would probably be working with CNW to obtain its easement anyway as it is its easement that serves 3M.

There is a significant easement retained with NSP for its transmission station south of I94. NSP Agreements with the RR are such that if the RR would sell us the property they would have first right of refusal.

The fiber optic cable issue is one other thing, the RR has put some fiber optic cable in, and used it for its own purposes, for its own internal communication systems. Originally the RR wanted to reserve the right to lay this cable, and to sell, rent or lease to others, they felt it would be a valuable right, but if they were going to do that there would have to be a substantial reduction in the price, and they decided they did not to pursue it any further. They still want to reserve the right to that for their own purpose, and we agreed to that. If it has to be removed for trail for RRA purposes, the County will pay for such removal. Any new cable they lay will have to be laid in accordance with our needs, and if our needs require that it be moved, it will have to be moved at the RR expense.

Mr. MacMillan pointed out on one of the parcels that we have included in the map, he has circled the red area, the RR has decided that they do not want to sell us that as part of their line. They proposed an amendment which will exclude the operating RR package, so we will change the legal description which will be included on the deeds.

Chairman Finley asked Greg Mack if there was any intention for the trail to go under the Kellogg Bridge. Mr. Mack is not sure, but he will check into this. Mr. MacMillan will work with Mr. Mack and Ms. DeSpiegelaere to see if there is any problem which will affect the entrances or alignment connections to the NE Corridor, and if it does, we will make sure that the language will permit some kind of access through this property.

Mr. MacMillan said the RRA retains the authority to connect the two segments.

Mr. MacMillan also said that he had sent a copy of this agreement to Mn/DOT for them to review, and it is acceptable to them, so they will not have any problems with the Rail Bank reimbursement.

Commissioner Salverda is concerned if this is a good price. Mr. MacMillan said we picked up another substantial piece that our appraiser did not appraise when we originally had the appraisal of the line, and this piece has been included with no increase in the price. Mr. MacMillan does not know what would happen if we did not buy it, it could be sold off piecemeal, or the RR might decide to keep it.

The Board discussed the possibilities of use for this land, Commissioner Norgard thinks the price is good.

Commissioner Salverda suggested that in the Whereas, we could mention the appraised value, and the actual purchase price.

The Board was in agreement that the resolution be revised to include the suggestions made by Commissioner Salverda.

Chairman Finley asked about the designee to approve necessary budget adjustment to accomplish purchase; He asked if the Director of Budgeting and Accounting would be the proper designee, and the Board was in agreement on this.

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

WHEREAS, The Ramsey County Regional Railroad Authority has proposed for possible future development a light rail transit line extending from downtown Saint Paul to White Bear Lake (the Northeast Corridor); and

R92-36
WHEREAS, Preliminary plans and studies have tentatively identified the abandoned Burlington Northern Railroad line from approximately Fourth Street in Saint Paul to Beam Avenue in Maplewood as a potential alignment for the Northeast Corridor; and

WHEREAS, The Burlington Northern Railroad has indicated a willingness to sell to the Ramsey County Regional Railroad Authority its interest in the abandoned line; and

Minutes
Ramsey County Regional Railroad Authority
November 17, 1992

Page 4

WHEREAS, Pursuant to Minnesota Statutes Chapter 398A.04, subdivisions 1 and 2, the Ramsey County Regional Railroad Authority may acquire real property and railroad property by purchase; and

WHEREAS, Preservation of an intact rail corridor sufficient to meet future light rail transit needs is important; and

WHEREAS, The Minnesota Department of Transportation (Mn/DOT) has approved this acquisition for partial reimbursement from the Minnesota Rail Bank Program; Now, Therefore, Be It

RESOLVED, That the proposed purchase offer, a copy of which is attached hereto, is authorized to be submitted to the Burlington Northern Railroad pursuant to the terms contained therein, including a purchase price not to exceed one million five hundred thousand dollars (\$1,500,000); and

BE IT FURTHER RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the purchase offer on behalf of the Ramsey County Regional Railroad Authority.

BE IT FURTHER RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the purchase offer on behalf of the Ramsey County Regional Railroad Authority.

BE IT FURTHER RESOLVED, That the Chairman of the RCRRA or his designee is authorized to approve the necessary budget adjustment establishing estimated revenue and from Fund Balance to accomplish the purchase; and

BE IT FURTHER RESOLVED, That the Director, Light Rail Transit Planning, is authorized to approve payments made in accordance with the Contract; and

BE IT FURTHER RESOLVED, The payment documentation shall be submitted to the RCRRA for ratification at the next scheduled meeting following approval of payment.

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

Chairman Finley adjourned the meeting at this time, there were no further matters to come before this Board.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

2

REGIONAL RAILROAD AUTHORITY Originating Department <u>K. DeSpiegelaere</u> <u>11/24/92</u> Authorized Signature Date	Board Action Requested Central Corridor Scoping Document <u>APPROVAL IS REQUESTED</u>
--	--

Request Justification

See attached: 1) Resolution
 2) Memorandum from K. DeSpiegelaere
 3) Scoping Document for Central Corridor AA/DEIS

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

Comments / Recommendation

Documentation certified complete for:

Committee / Meeting Date	Signature	Date
Committee / Meeting Date	Signature	Date
December 8, 1992	<u>J. L. Glendon</u>	12/1/92
Board Date	Signature	Date



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

No. _____

WHEREAS, Ramsey County Regional Railroad Authority, Hennepin County Regional Railroad Authority, the Minnesota Department of Transportation, and the Federal Transit Administration completed a Draft Scoping Package for the Central Corridor Transit Alternatives Analysis/Draft Environmental Impact Statement; and

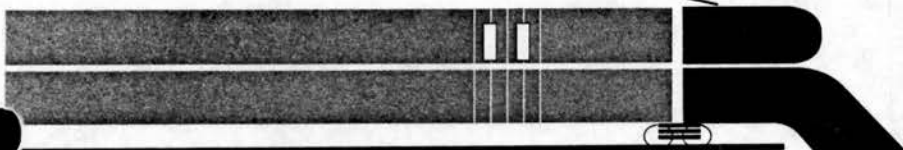
WHEREAS, Two public hearings were held on the Scoping Package, written comments were received on the Scoping Package, and the comments were carefully considered in revising the report; and

WHEREAS, The Central Corridor Management Committee has recommended approval of the revised Scoping Report; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the Scoping Report for the Central Corridor Transit Alternatives Analysis and Draft Environmental Impact Statement.

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

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

John T. Finley, Chairman

District 3

Duane W. McCarty, Vice Chairman

District 1

Warren W. Schaber, Secretary

District 6

Ruby Hunt, Treasurer

District 5

Diane Ahrens

District 4

Hal Norgard

District 7

Donald Salverda

District 2

MEMORANDUM

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

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

SUBJECT: Scoping Report for the Central Corridor Transit Alternatives Analysis/Draft Environmental Impact Statement

DATE: November 24, 1992

Ramsey County Regional Railroad Authority, Hennepin County Regional Railroad Authority, the Minnesota Department of Transportation, and the Federal Transit Administration prepared a Scoping Package for the Central Corridor Transit Alternatives Analysis/Draft Environmental Impact Statement. The Scoping Package sets the framework for the study and identifies the alternative modes that will be analyzed.

Scoping hearings were held on August 26 and 27, one in Minneapolis and one in St. Paul. Written comments were received and are included in the revised report (attached).

The report will address four transit alternatives:

- Alternative 1. No Build (retain existing bus service without major improvements)
- Alternative 2. Transportation System Management (low capital cost improvements to the existing bus system)
- Alternative 3. Combined Busway/HOV Facility (reserved lane or exclusive guideway for buses or combinations of buses, carpools, vanpools, and motorcycles)
- Alternative 4. Light Rail Transit (LRT)

The portion of the report which received the most discussion subsequent to release of the initial Scoping Package was the busway/high occupancy vehicle alternative.

Recommendation:

A resolution adopting the report has been prepared for your consideration.

TWIN CITIES CENTRAL CORRIDOR

**TRANSIT ALTERNATIVES ANALYSIS
AND
DRAFT ENVIRONMENTAL IMPACT STATEMENT**

SCOPING REPORT

NOVEMBER 1992

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

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SUMMARY

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

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

Based on comments received during the scoping process, the Central Corridor AA/DEIS will address four transit alternatives:

- Alternative 1. No Build (retain existing bus service without major improvements)
- Alternative 2. Transportation System Management (low capital cost improvements to the existing bus system)
- Alternative 3. Combined Busway/HOV Facility (reserved lane or exclusive guideway for buses or combinations of buses, carpools, vanpools and motorcycles)
- Alternative 4. Light Rail Transit (LRT)

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

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

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

Public comments on the scope of the project were solicited and received during the scoping period. Two public scoping meetings were held on August 26 and 27, 1992 at the following locations:

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

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

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

Comments on the project should be directed to:

Robert Winter, Central Corridor Project Manager
Minnesota Department of Transportation

3485 Hadley Avenue North
Oakdale, Minnesota 55128
(612) 779-1209

Information on this project may also be requested from:

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

I. INTRODUCTION

A. DESCRIPTION OF THE PROJECT

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

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

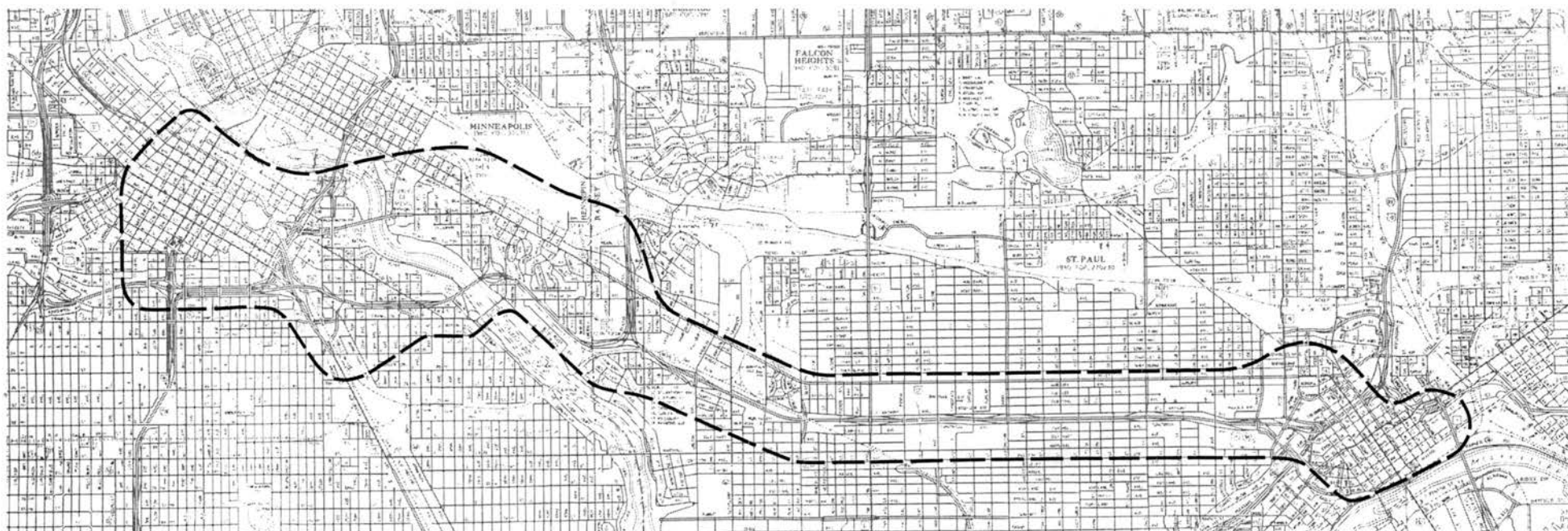
The AA/DEIS will define the physical, operational, economic and financial characteristics of various transit alternatives in the corridor. It will also provide an analysis of environmental impacts for each alternative, including air quality, noise, water quality, energy, historic, economic and aesthetic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

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

B. PURPOSE OF SCOPING PHASE

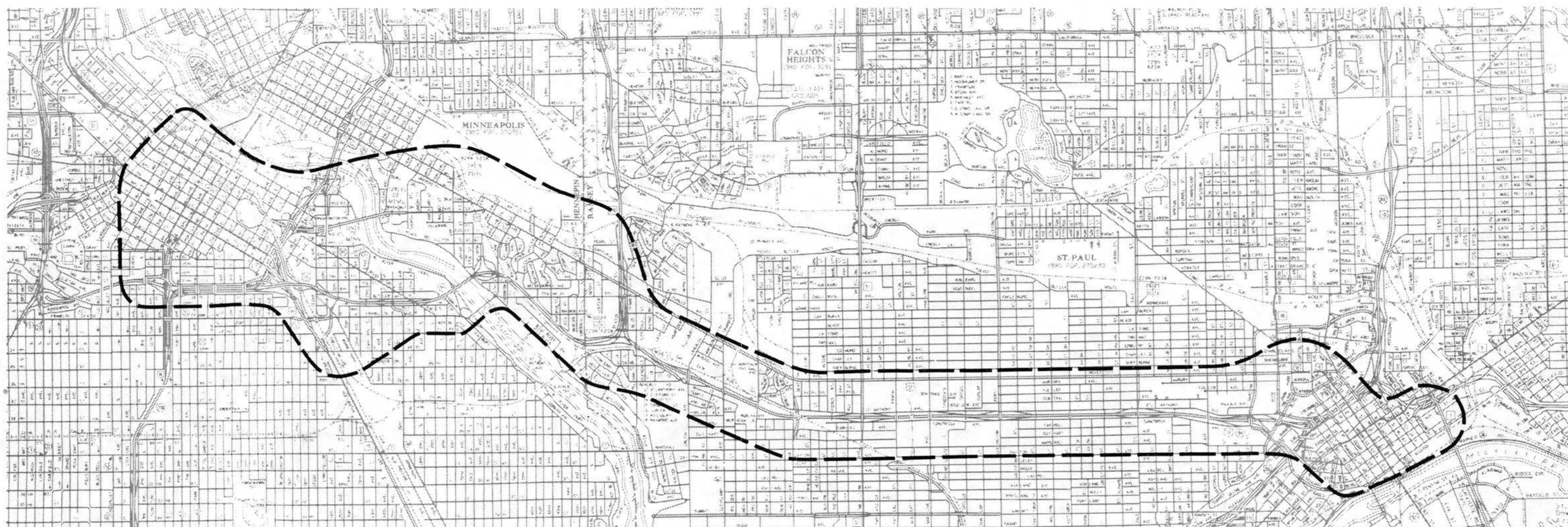
The initial, or scoping, phase of the project defines the scope of work to be conducted during the alternatives analysis and preparation of the draft environmental impact statement. During the scoping process, the following major aspects of the study were defined:

- o Potential transit improvements to be studied.
- o Scope of the analysis, including the geographic limits of the study area, the impacts to be assessed, and the level of detail of the assessment.
- o Public agencies responsible for conducting the study.
- o Program for public involvement.
- o Proposed schedule for the project, including major review points.



CENTRAL CORRIDOR

FIGURE 1
STUDY AREA



CENTRAL CORRIDOR

FIGURE 1
STUDY AREA

These aspects were summarized in the scoping package and presented to the public for comment at two public scoping meetings. After the close of the scoping comment period on September 11, the scoping package was revised to reflect the comments received and reissued as this Scoping Report.

C. STUDY AREA

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

Ramsey County and Hennepin County Regional Railroad Authorities have already completed extensive analysis of light rail transit in the Central Corridor. As a result of previous studies, an LRT alignment has been identified in all but three segments of the corridor. Alignment alternatives for the busway/HOV alternative are based on previous studies by the Metropolitan Council, together with Mn/DOT and the Regional Transit Board, during the development of the **Regional Transit Facilities Plan**. The scoping process will describe one alignment in those segments of the corridor in which there is agreement, and alternative alignments for the build alternatives where they differ or in the segments of the corridor still under study.

D. NEED FOR PROJECT

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

The 1992 **Regional Transit Facilities Plan** identified the need for a high-performance transit solution in this corridor, identified as one of two corridors in the high need/problem category in the region. This corridor serves a very high number of transit riders and a very high number of transit-dependent people. The **Transit Facilities Plan** also noted that the Central Corridor will need significant future transportation capacity west of Trunk Highway 280, where congestion is projected to be high in 2010.

Transit improvements are needed to:

- o Strengthen the "spine" of the regional transit system with a reliable, high-performance transit facility
- o Add people-moving capacity in the Central Corridor
- o Reduce the need for additional roadway construction by stabilizing and increasing the transit mode share of trips in the corridor
- o Improve air quality in the corridor

- o Improve access to downtown Minneapolis, downtown St. Paul, and at the University of Minnesota
- o Reduce congestion in downtown Minneapolis, downtown St. Paul, and at the University of Minnesota
- o Reduce the demand for additional parking in both downtowns, at the University of Minnesota and the State Capitol
- o Maintain and improve mobility for people who depend on transit for access to employment and activity centers
- o Provide energy-efficient transportation

Transportation is a utilitarian function which serves land use. In addition to meeting the transportation needs listed above, the project offers the potential for significant land use and economic development benefits. Transit improvements in the Central Corridor can help to :

- o Revitalize the urban core of the region
- o Maintain the viability of major employment concentrations
- o Link transportation investments with "transit-friendly" land use and development patterns
- o Improve the quality of the physical environment of the two central business districts and the University of Minnesota
- o Reduce the environmental costs of transportation

E. RELATIONSHIP TO PREVIOUS AND CURRENT WORK

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

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

- o Location/alignment alternatives for downtown St. Paul. Alternative alignments were addressed previously by the City of St. Paul and the St. Paul Downtown Task Force throughout the Midway Corridor Draft Environmental Impact Statement process.
- o Location/alignment alternatives in the State Capitol Area. Consensus was reached on the alignment with the Capitol Area Architectural and

Table 1

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

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

Planning Board and documented in the Capitol Area Final Design Framework Report in January 1992.

- o Location/alignment alternatives for the area between the Capitol and Vandalia Street, which were addressed previously in the **Midway Corridor Draft Environmental Impact Statement**, 1990. See also Section G, Comments Received During The Scoping Period.
- o Location/alignment issues along the University Transitway east of Oak Street, where University parking facilities are located.
- o Navigation and commerce on the Mississippi River. The project proposes using the current width of the Washington Avenue bridge, with no pier relocation.

F. JOINT LEAD AGENCY RESPONSIBILITIES

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

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

G. COMMENTS RECEIVED DURING THE SCOPING PERIOD

The Joint Lead Agencies received several written responses commenting on the scoping package. Written comments are included in Appendix C of this report. Oral comments were received and recorded at the public meetings. Oral comments are summarized in Appendix C.

The majority of the comments reiterated the need to evaluate impacts either specifically listed or generally included in the scoping package. Where clarifications were necessary, items have been added to the list of impacts to be addressed. In addition, several issues were raised during the scoping process which require additional comment. These issues are addressed in the comments summarized below.

- o **Comment:** The federal DEIS should demonstrate that the state EIS process which resulted in a preferred alignment for LRT satisfied National Environmental Policy Act guidelines, and that public involvement in the selection process was satisfactory.

Response: Minnesota environmental assessment and documentation guidelines are generally consistent with NEPA requirements except in the areas of parkland and historic resources. The Central Corridor (federal) EIS will therefore include Section 4(F) and/or Section 106 reports if any of the proposed alternatives impact parkland or historic resources. A federal EIS also requires

review by additional federal agencies. The Central Corridor DEIS will be submitted for review and comment to all required parties.

Local public involvement expectations and practices in the Twin Cities far exceed federal requirements. The public involvement process followed by both Ramsey County and Hennepin County Regional Railroad Authorities during the previous state environmental impact statements was extensive. The process was documented in both EISs, and has been the subject of local press and academic comment.

- o **Comment:** The HOV alternative was considered in the Regional Transit Facilities Plan and found to have significant drawbacks. Severe right-of-way constraints would require the HOV lane to be on an elevated structure between downtown Minneapolis and Trunk Highway 280. In addition, the HOV alternative could not directly serve the University of Minnesota. For these reasons, the HOV alternative should not be considered in the AA/DEIS.

Response: The HOV alternative following I-94 will be replaced - see comment below.

- o **Comment:** An alternative which combines the most feasible features of both a busway and an HOV facility should be considered.

Response: The HOV alternative along I-94 was not considered feasible in the western third of the Central Corridor during development of the **Regional Transit Facilities Plan**. An exclusive busway which duplicates the LRT alignment may not present the most cost-effective solution either. The AA/DEIS will therefore evaluate an alternative that combines the best features of a busway and an HOV facility. This "hybrid" alternative will also serve the University of Minnesota.

- o **Comment:** Include an improved no build alternative.

Response: The Transportation System Management System (TSM) alternative is the improved No Build alternative. The No Build alternative, also known federally as the "Do Nothing" alternative, provides the base against which all others are compared. It must describe the existing system updated to the forecast year (2010) with improvements which can realistically be assumed, operating under budget assumptions consistent with the existing system.

- o **Comment:** Facilities for pedestrian and bicycle transportation should be fully incorporated into the alternatives.

Response: The build alternatives will include bike racks on buses, bicycle storage facilities at stations, and connections at interface points with existing or planned bikeways. A new, parallel facility for bicycles and pedestrians would not be appropriate in the high-speed/freeway portions of the alignment, and is therefore not considered as part of this project. The Metropolitan Council, RTB, and cities of St. Paul and Minneapolis are jointly preparing a regional Bicycle Facilities Plan that will evaluate options for parallel bicycle facilities.

- o **Comment:** The federal DEIS should discuss the use of incentives such as convenient connections with bus feeder routes, strong public relations efforts, and parking policies which encourage transit use.

Response: Convenient feeder bus connections are assumed under all build alternatives. The region plans to implement a public information program to support both transit in the Central Corridor and transit use throughout the metropolitan area. It is expected that parking policies will be examined by the region.

- o **Comment:** Consider the Pierce Butler Route/Burlington Northern Railroad alignment north of the corridor. This alignment may have transit, land use, social, environmental and financial benefits.

Response: This alignment was one of three alternatives evaluated in depth in the Midway Corridor Draft Environmental Impact Statement distributed in December 1990. Although the Pierce Butler Route alternative was comparable in estimated operating, maintenance and construction costs to the other alternatives, it was not selected for two reasons: it generated significantly fewer LRT riders than the other alternatives, and it produced the least reduction in average annual vehicle miles travelled (VMT).

- o **Comment:** The DEIS should include the information on contaminated soils and mitigation measures previously presented in the Midway Corridor Draft EIS. The federal EIS should also evaluate incineration as a potential mitigation measure for contaminated soils.

Response: It is the intent of this project to provide a comprehensive evaluation of impacts of all alternatives. All reasonable mitigation measures for soil contamination, such as incineration, will be discussed.

- o **Comment:** North-south arterial streets in St. Paul along the I-94 portion of the Corridor are heavily congested. Transit stations at Snelling, Lexington and Dale Avenues as proposed may worsen, not improve conditions.

Response: The traffic impact analysis of the AA/DEIS will address the impacts of the alternatives on those streets.

- o **Comment:** LRT should be the alternative selected, and in the downtowns, LRT should be above or below street level.

Response: Ramsey County solicited input from the City of St. Paul and the St. Paul Downtown Task Force on whether LRT should be at grade in downtown St. Paul. After an in-depth study, both groups recommended and RCRRRA selected the at-grade LRT alternative for that city.

In downtown Minneapolis, Hennepin County and the City of Minneapolis recommended a tunnel for the proposed six-corridor system in the Hennepin County Comprehensive LRT System Plan. HCRRA completed a significant portion of preliminary engineering on a downtown LRT tunnel, including cost estimates. In the Transit Facilities Plan, the proposed multiple-corridor LRT system was replaced by a recommended initial two-corridor system with an at-grade alignment in downtown Minneapolis.

If LRT is selected as the preferred Central Corridor alternative, additional future LRT corridors and a possible future downtown tunnel are not precluded by the **Transit Facilities Plan**. However, the region has determined that the Central

Corridor project is more cost-effective with a surface transit system in both downtowns, and should be developed and evaluated as an at-grade system.

- o Comment: Include Automated Guideway Transit (AGT) as an alternative.

Response: Automated guideway systems use automated controls and typically receive power from a third rail. They must therefore be completely grade-separated from all other traffic. As a result, these systems are significantly more expensive to construct.

Experience has also shown that AGT systems are generally more expensive to operate. The level of expertise needed to maintain AGT computers and electronic control equipment requires more highly trained and highly paid personnel than a light rail system. Without the presence of operators, AGT tracks, trains and stations require more supervision than systems with operator-controlled vehicles. AGT vehicles are typically smaller than light rail vehicles. More vehicles are therefore required to carry the same ridership. The cost to maintain the additional vehicles, signals, and safety devices can exceed the cost of the operators displaced.

The scoping comment cited AGT systems in Lille, France, and Vancouver, British Columbia, Canada as top performers. In a November 1990 evaluation/¹ using French government statistics, the Lille AGT line was compared to the Nantes, France, LRT line. Lille is twice the size of Nantes, and would therefore be expected to contain stronger transit corridors. During the period in which both cities opened rail lines, both experienced similar gains in ridership, but the system operating cost and subsidy grew at a much faster rate in the Lille AGT system.

The same study compared the Vancouver Skytrain, an AGT system, with Portland's LRT line. The author notes that while Portland has a centrally located CBD, Vancouver is a larger city with its CBD on the waterfront and all the suburbs on one side. For this and other primarily non-modal reasons, according to the evaluator, the Portland LRT corridor produces less than half the Skytrain corridor ridership. When an LRT operation was simulated to see how it would perform on the Skytrain line, the data suggested that LRT would have been more productive than LRT on this corridor when compared under identical conditions.

^{1/} Fox, Gerald D., *Tri-County Metropolitan Transportation District of Oregon, "LRV vs AGT - A Comparison of Some New Light Rail and Automated Guideway Transit Systems." Electric Lines. November-December 1990.*

II. CONCEPTUAL DEFINITION OF ALTERNATIVES

A. ALIGNMENT ALTERNATIVES TO BE ADDRESSED

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

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

The scoping report therefore describes one LRT alignment in those segments of the corridor in which there is agreement, and alternative alignments in the segments of the corridor still under study.

The busway and LRT alignments were previously studied in the **Regional Transit Facilities Plan**. East of T.H. 280, the Busway/HOV alternative may follow the HOV alternative alignment studied in the **Regional Transit Facilities Plan**. West of T.H. 280, service to downtown Minneapolis and the University of Minnesota will be evaluated using I-94, T.H. 280, the LRT/transitway alignment, and/or the Soo Line Railroad alignment.

Figure 2 conceptually illustrates the build alternative alignments.

B. TRANSIT IMPROVEMENT ALTERNATIVES TO BE ADDRESSED

Four alternatives for transit improvements will be addressed:

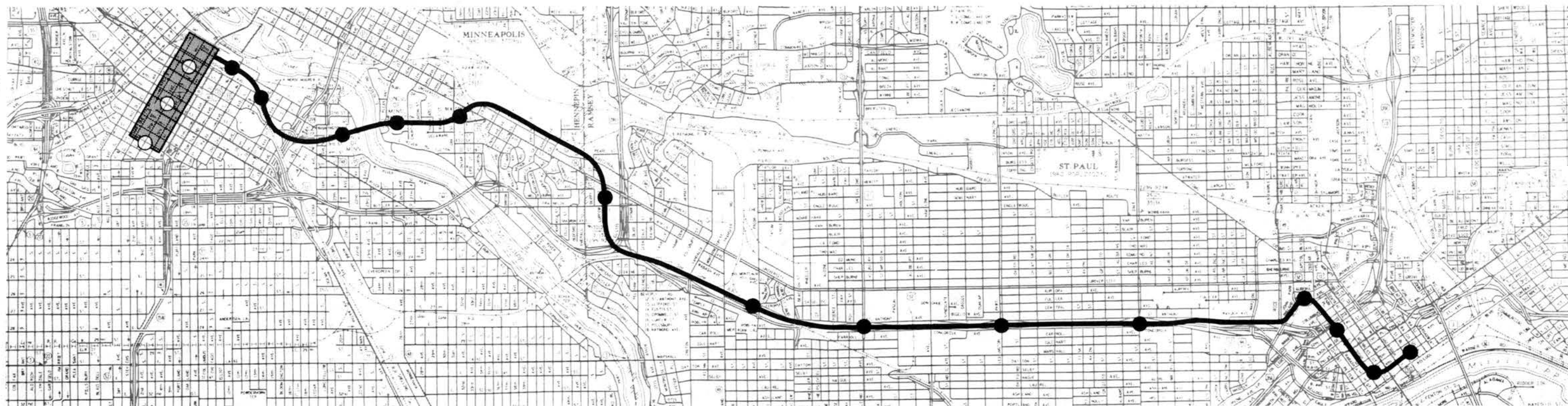
- Alternative 1. No Build
- Alternative 2. Transportation System Management
- Alternative 3. Busway/High Occupancy Vehicle (HOV) Facility
- Alternative 4. Light Rail Transit (LRT)

These alternatives are conceptually defined below.

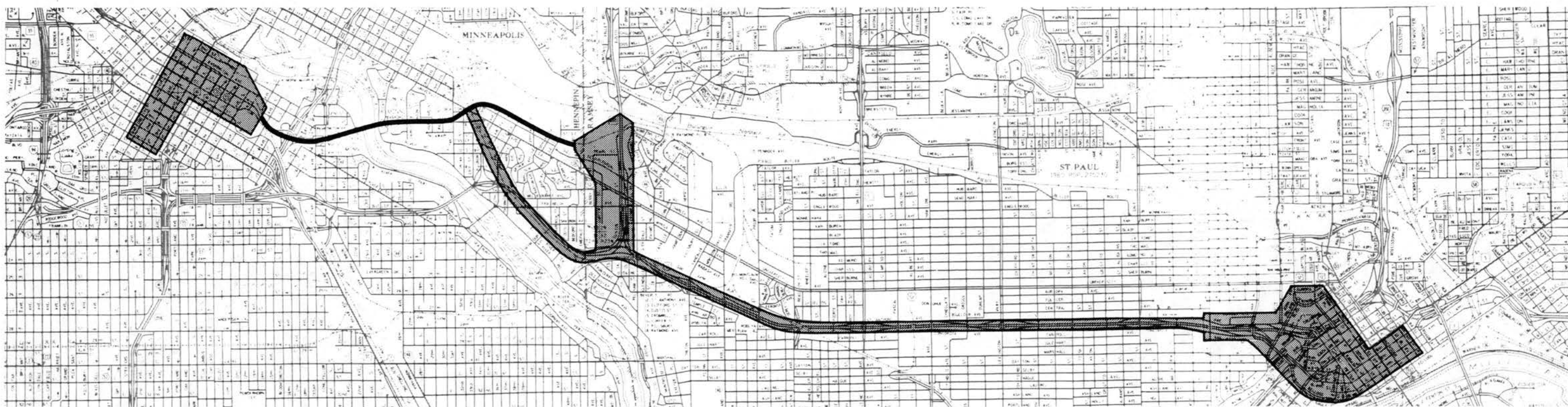
ALTERNATIVE 1. NO BUILD

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

- a. Bus service routes and frequencies based on today's system, adjusted to meet anticipated 2010 demand within anticipated 2010 transit budget. Improvements



LRT ALIGNMENT



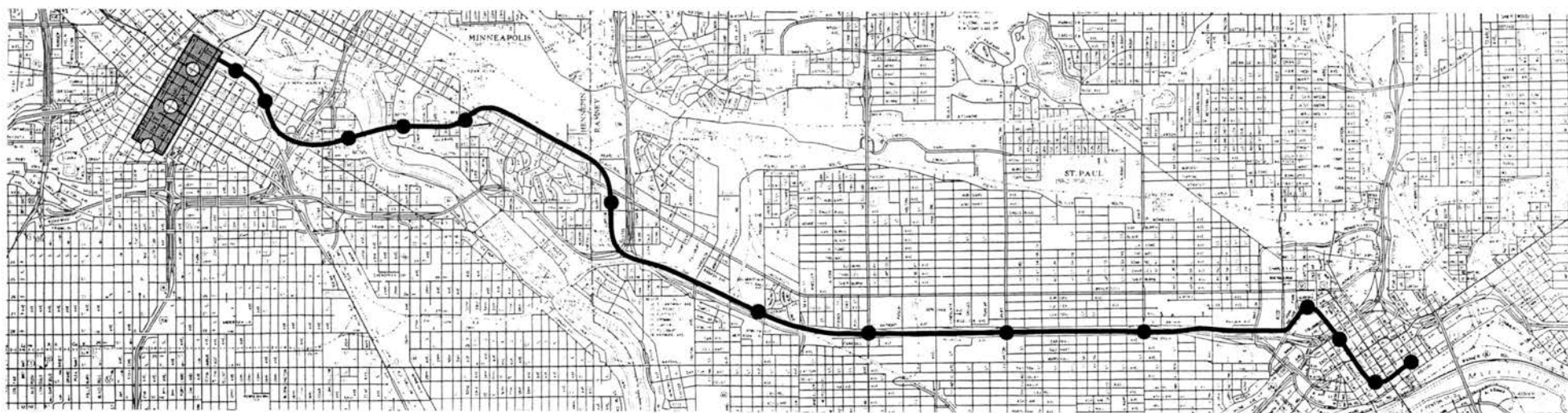
HOV/BUSWAY ALIGNMENT

CENTRAL CORRIDOR

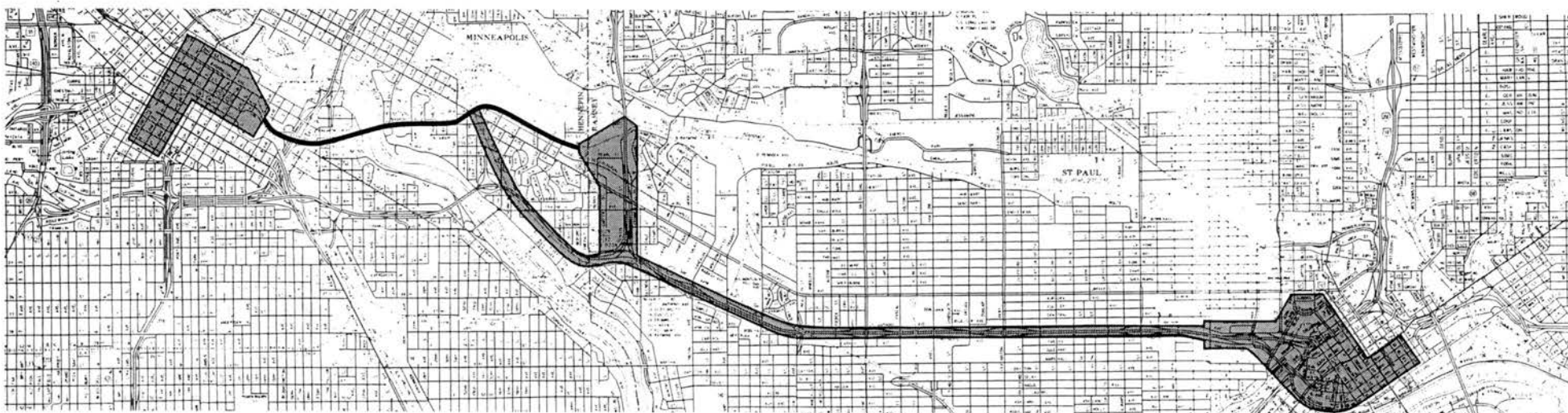
-  PROPOSED ALIGNMENT
-  PROPOSED STATIONS
-  ALIGNMENT STUDY AREAS

**FIGURE 2
BUILD ALTERNATIVE ALIGNMENTS**





LRT ALIGNMENT



HOV/BUSWAY ALIGNMENT

CENTRAL CORRIDOR

 PROPOSED ALIGNMENT
 PROPOSED STATIONS
 ALIGNMENT STUDY AREAS

**FIGURE 2
BUILD ALTERNATIVE ALIGNMENTS**



committed through 1994 in the Regional Transit Board's **Vision for Transit** are assumed.

- b. Exclusive bus facilities currently becoming operational: restructured bus service and lanes in downtown St. Paul, and the University of Minnesota transitway.
- c. Improvements programmed for I-94 by the Minnesota Department of Transportation. These improvements include ramp metering, and HOV bypasses of ramp meters at interchanges where appropriate. The No Build alternative does not include changes in access points along I-94.
- d. Continued transit marketing efforts, including rideshare opportunities, incentives for car-poolers, pedestrians and bicyclists, and Transportation Management Organizations (TMOs).
- e. Bicycle racks on buses as feasible.

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

ALTERNATIVE 2. TRANSPORTATION SYSTEM MANAGEMENT (TSM)

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

- a. Restructuring existing bus service according to concepts proposed beyond 1994 in the **Vision for Transit**.
- b. Improved roadway geometrics and traffic control measures to expedite bus travel at bottlenecks and stops.
- c. Improvements in vehicle size.
- d. Feasible Intelligent Vehicle/Highway System (IVHS) features to provide fleet management, improved traffic information, and incident management systems.
- e. Improvements programmed for I-94 by the Minnesota Department of Transportation, plus additional HOV bypasses of ramp meters and other improvements as appropriate.
- f. Intensified transit marketing efforts, including rideshare opportunities, incentives for car-poolers, and Transportation Management Organizations (TMOs).
- g. Bicycle racks on buses as feasible, intensified marketing and incentives for pedestrian and bicycle travel.

ALTERNATIVE 3. BUSWAY/HOV FACILITY

This alternative provides a facility which combines the most effective features of a busway and a high occupancy vehicle lane. The Busway/HOV alternative will be designed to accomplish the following:

- a. Provide travel advantages to buses, carpools, vanpools and motorcycles superior to those provided to single-occupant vehicles travelling in the corridor.
- b. Serve key activity points in the corridor: downtown Minneapolis, downtown St. Paul, the University of Minnesota main campus, the Westgate redevelopment area, and the State Capitol.
- c. Optimize existing (bus) technology.
- d. Meet the principal transportation needs in the Central Corridor, including:
 - Express service between the two downtowns
 - Local service between points in the corridor
 - Convenient service to the University of Minnesota

The facility proposed under the Busway/HOV alternative may be an entirely separate roadway, it may be barrier-separated from arterial streets and highways, or it may be striped and signed to differentiate between transit and mixed-use traffic lanes.

This alternative may have reserved lanes or exclusive guideway for buses only in some portions of the corridor, with concurrent service for other high occupancy vehicles on a connecting nearby facility within the corridor. The Busway/HOV alternative will be designed to maximize travel advantages for transit users of either mode.

Transit stations will be appropriate in number and location to serve the facility.

Buses will have bike racks as feasible. Stations will provide bicycle storage facilities.

The Busway/HOV alternative assumes that improvements programmed for I-94 by the Minnesota Department of Transportation are made. This alternative also assumes the intensified transit marketing efforts common to all the build alternatives, including rideshare opportunities, incentives for car-poolers, pedestrians and bicyclists, and Transportation Management Organizations (TMOs).

ALTERNATIVE 4. LIGHT RAIL TRANSIT

The light rail transit alternative assumes:

- a. Construction of a medium to high-capacity electric railway system of proven technology, powered by overhead electrical wires, operating in single or multiple-unit trains along primarily exclusive right-of-way.
- b. An operator controlling each train.
- c. 17-18 on-line transit stations, with supporting feeder bus service and bicycle storage facilities. Bicycles will be allowed on trains with certain restrictions.

- d. Improvements programmed for I-94 by the Minnesota Department of Transportation.
- e. Intensified transit marketing efforts, including rideshare opportunities, incentives for car-poolers, and Transportation Management Organizations (TMOs).

III. IMPACTS TO BE ADDRESSED

The impact areas listed below have been identified as areas of potential concern during the scoping process and in previous environmental studies of the project area. The Central Corridor transit alternatives will be evaluated and compared in terms of these impacts.

- o Transportation Impacts
 - Consistency with federal, state, regional and local goals
 - Transit levels of service
 - Patronage/ridership
 - Total travel time
 - Roadway congestion
 - People-carrying capacity
 - Access to activity centers and stations
 - Traffic impacts
 - Pedestrian impacts
 - Compatibility with existing or proposed bicycle trails
 - Cost-effectiveness
 - Consistency with future connections to additional corridors
 - User convenience
- o Land Use and Economic Development Impacts
 - Consistency with regional and local goals
 - Urban development potential
 - Corridor level impacts
 - Neighborhood impacts
 - Station area impacts
 - Impacts on services and tax base
 - Employment impacts of construction and operation
- o Social Impacts
 - Residential and business displacement
 - "Undue burden" on vulnerable citizen groups
 - Accessibility for handicapped users
 - Safety and security
- o Impacts on the Physical Environment
 - Air quality
 - Water quality and quantity
 - Visual/aesthetic
 - Noise and vibration
 - Wetlands, vegetation and wildlife
 - Energy
 - Historic/cultural

- Parkland
 - Soil Contamination
 - Utilities
 - Steep slopes
 - Mississippi River Critical Area
- o Financial Impacts
 - Capital cost to construct alternatives
 - Operating and maintenance cost to begin and maintain service
 - Debt service cost of finance plan
 - Impact on local and state taxpayers
 - Financing plan
 - Financial capability
 - o Construction Impacts

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

The DEIS will identify potential temporary and permanent mitigation measures where impacts cannot be avoided or minimized.

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

IV. PUBLIC INVOLVEMENT PROGRAM

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

- A. Project Scoping
- B. Downtown Minneapolis Advisory Committee
- C. St. Paul Downtown Task Force
- D. Corridor Management Committee
- E. Corridor Technical Committee
- F. Individual Commission/Council/Board Updates
- G. Draft Environmental Impact Statement Public Hearings
- H. Project Newsletter
- I. Board of Regents of the University of Minnesota
- J. Transit Public Information Program

These participation mechanisms are described below.

A. PROJECT SCOPING

The joint lead agencies issued a scoping package and held scoping meetings on August 26 and 27, 1992. The scoping package was distributed to affected agencies, organizations, and individuals who participated in the corridor planning process through previous projects. Oral comments on the alternatives and impacts to be addressed were recorded. They are summarized and included with written comments received in Appendix C of this report.

The public comment period closed on September 11, 1992. Information on the project can be requested from:

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

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

B. DOWNTOWN MINNEAPOLIS ADVISORY COMMITTEE

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

C. ST. PAUL DOWNTOWN TASK FORCE

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

D. CORRIDOR MANAGEMENT COMMITTEE

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

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

E. CORRIDOR TECHNICAL COMMITTEE

A Corridor Technical Committee has been established to carry out the directives of the Corridor Management Committee. The technical committee is comprised of staff representatives of each member body represented on the management committee and a representative of the Capitol Area Architectural and Planning Board.

F. INDIVIDUAL COMMISSION/COUNCIL/BOARD UPDATES

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

G. DRAFT ENVIRONMENTAL IMPACT STATEMENT PUBLIC HEARINGS

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

H. PROJECT NEWSLETTER

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

I. BOARD OF REGENTS OF THE UNIVERSITY OF MINNESOTA

In addition to the participation of its professional staff on the Corridor Management and Technical Committees, the Board of Regents will adopt a resolution addressing alignment, station location and station design alternatives impacting the Minneapolis campus. The University will establish an internal committee with student, faculty and administrative representatives to monitor the project and advise the Board.

J. TRANSIT PUBLIC INFORMATION PROGRAM

The regional agencies will take the initiative to develop a broad public information program to support transit improvements in the Central Corridor. The program will also encourage greater awareness of the benefits of transit for the entire Twin Cities metropolitan area. The public information effort will use marketing materials and public relations techniques to promote the transportation, land use, environmental and economic benefits of increased transit use.

V. PROJECT SCHEDULE

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

- | | | |
|----|---|--------------|
| 1. | Development of Alternatives and Methodology | 12/1/92 |
| 2. | Analysis and Refinement of Alternatives | 12/31/92 |
| 3. | DEIS Preparation | 2/1/93 |
| 4. | Selection of Locally Preferred Alternative | June-July/93 |

VI. PERMITS AND APPROVALS REQUIRED

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

Table 2
PERMITS/APPROVALS REQUIRED
Under Current Law

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

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

LOCAL

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

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

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

APPENDICES

- A. RELEVANT PREVIOUS STUDIES
- B. DEFINITION OF CENTRAL CORRIDOR TERMS
- C. SCOPING COMMENTS

Appendix A Relevant Studies and Documents

- University Avenue/Southwest Corridor Draft Alternatives
Analysis/Draft Environmental Impact Statement, 1985
- Regional Coordination Plan, Regional Transit Board, February, 1991
- Regional Transit Facilities Plan, Metropolitan Council, 1992
- Draft Environmental Impact Statement for the Midway Corridor,
Ramsey and Hennepin County Regional Railroad Authorities,
December, 1990
- Preliminary Design of the Midway Light Rail Transit Corridor;
Ramsey and Hennepin County Regional Railroad Authorities, May,
1991
- Draft Environmental Impact Statement for Hennepin County Stage 1
LRT System, Hennepin County Regional Railroad Authority,
November, 1989
- HCRRA Stage I Preliminary Design (Downtown Minneapolis and
University Connector) May, 1990
- Evaluation of University East Bank LRT Alternatives, December, 1990
- HCRRA Design Criteria, October, 1991
- HCRRA LRT Vehicle Specifications, August, 1991
- Central Maintenance and Storage Facility, October, 1991
- MnDOT Draft Design Criteria, 1991

Appendix B

Definition of Central Corridor Terms

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

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

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

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

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

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

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

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

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

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

APPENDIX C

SCOPING COMMENTS

SCOPING MEETING COMMENT SUMMARY
AUGUST 26, 1992
RADISSON METRODOME

Lawrence Coleman
1138 Plymouth Bldg
(Earth Protector Inc.)

Consider Pierce Butler Route as an alignment alternative. Suggests benefits to transit, existing land use, social, environmental & financial impacts.

SCOPING MEETING COMMENT SUMMARY
AUGUST 27, 1992
CONCORDIA COLLEGE

Margaret Martin
1366 Selby Avenue

Process - Will there be an opportunity for comments between scoping & DEIS?

Need realistic look at the advantages of an LRT system over existing bus service.

I35W seems to have greater need for improved transportation than I94.

Al Lovejoy
St. Paul PED

City Council has taken no action on scoping package. Sept. 91 resolution more analysis of ridership & alternatives to LRT. Look at hybrid alternate.

Pam Bloedoorn
301 N. Chatsworth

Will EIS study soil contamination & hazardous material? Employment impacts of construction station impacts and coordination with feeder buses, capacity increases to TH 280?

Elin Skinner
1485 Portland
Midway CCA

Remove Pearl St. from base maps. What has been the region's experience with the success of HOV lanes?

Tim Prescott
1917 Emerson

What are goals of the study? How will needs be served (downtown to downtown & local)?

Tresta Brown
Blair Avenue

North-south traffic in St. Paul. Need to link systems (Amtrak, airport, bikeways, U of M Transitway, etc.).

Current bus fares too high for service. Discourages transit use.

Current bus service does not serve the demand for the reverse commute.

Mitch Lancman
1541 Carroll Ave.

Impact on property values along corridor. Opportunities for public involvement throughout the process.

Lester Myles
817 Carroll

Vibration impacts to adjacent property. Neighborhood traffic impacts at stations. Consider alternate station locations.

Herb Treichel
1277 Dayton
(Lex-Hamline)

What are ridership projections?

SUMMARY OF WRITTEN COMMENTS ON SCOPING PACKAGE

- | | |
|------------------------|---|
| Metropolitan Council | <ul style="list-style-type: none">• Emphasize long-term urban development potential• Emphasize "people-moving" in corridor west of TH 280• Eliminate HOV alternative |
| Regional Transit Board | <ul style="list-style-type: none">• Evaluate a hybrid alternative of HOV & busway alternatives. |
| City of Minneapolis | <ul style="list-style-type: none">• Supports the Westgate alignment with a station east of Oak St. and below grade through the U of M campus provided certain conditions are met. (See City of Minneapolis Resolution in Appendix C.) |
| Dakota County | <ul style="list-style-type: none">• Provide options in LRT alternative for extension from downtown Saint Paul to Dakota County.• Retain all alternative modes identified. |
| US EPA | <ul style="list-style-type: none">• Supports concept of improved mass transit in central corridor in particular assessment of LRT.• Environmental concerns to be addressed:<ul style="list-style-type: none">Alternatives analysis, noise impacts, air quality impacts, noise & air construction impacts, water quality impacts, impacts to wetlands and terrestrial resources, contaminated sites, need for incentives to encourage mass transit ridership. |
| MN DNR | <ul style="list-style-type: none">• Expand project alternatives to include pedestrian and bicycle transportation modes.• Add "water quantity" as an impact to be assessed. Address protected wetland 620224 near Pierce Butler Road. |
| Margaret Martin | <ul style="list-style-type: none">• Evaluate ridership in comparison to existing bus service. |
| Peter Angelsior | <ul style="list-style-type: none">• Supports LRT alternative.• Work to ensure high density zoning around stations.• Design terminals for future expansion.• Coordinate with other planned systems.• Maximize exclusive right of way & minimize at-grade crossings.• Plan for short headways. |
| Lisa Lee | <ul style="list-style-type: none">• Include an improved No Build alternative.• Include an alternative that is a combination of HOV & busway.• Give comparable costs (capital & operating) for all alternatives. |

Tim Prescott

- Evaluate downtown bus system as it existed before 1992 consolidation.
- Minimize need for transfers.
- Maintain & develop service that is convenient for most riders.
- Evaluate linked ridership & new ridership.
- State assumptions for projections of ridership, capital cost & operating cost.
- Travel time estimates need to include walking, waiting & riding.
- Impact on existing bus service must be discussed.
- Bus improvements should include quieter buses.
- Relevant study documents should be at public libraries.

Lawrence Coleman

- Include automated transit (AGT) as an alternative.
- Use largest number of people provided with pedestrian access to stations as a goal.
- Measure cost effectiveness by projected new transit riders per total dollar cost.
- Recommends evaluating Pierce Butler Route as an LRT alignment alternative.
- Pierce Butler Route has advantages relative to transit impacts, impacts upon existing land use, social impacts, environmental impacts, and financial impacts.
- In downtowns recommends location above or below street level.
- Minimize number of stations between downtowns to reduce travel time which will encourage increased ridership.

Peter Berglund

- Advocates mass transit.
- Supports bus alternatives.
- LRT should be long-term goal.

Julia Wallace
PPERIA

- Concerned about neighborhood impacts of alternative modes and alignments.
- Concerns about energy conservation & pollution.
- Concerns about service to the U of M.
- Concerns about impacts on existing businesses & future development.
- Need more information to evaluate Westgate alignment. Impacts on neighborhood.
- Concerns about I94 roadway capacity increases.
- Referenced previous comments dated March 16, 1992 & January 28, 1991.



METROPOLITAN COUNCIL

Mears Park Centre, 230 East Fifth Street, St. Paul, MN 55101-1634 612 291-6359 FAX 612 291-6550 TTY 612 291-0904

September 11, 1992

Robert Winter
Central Corridor Project Manager
Minnesota Department of Transportation
3485 Hadley Avenue North
Oakdale, MN 55128

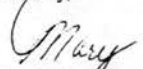
RE: Draft Scoping Package - Central Corridor Transit Alternatives Analysis
and Draft Environmental Impact Statement
Metropolitan Council Referral File No. 15705-1

Dear Mr. Winter:

At its meeting on September 10, 1992, the Metropolitan Council considered the draft scoping report for the Central Corridor Transit Alternatives Analysis and Draft Environmental Impact Statement. This consideration was based on a report of the Metropolitan Systems Committee, Referral Report No. 92-56. A copy of this report is attached.

The Metropolitan Council submits these comments to Mn/DOT for consideration in the scoping phase of the AA/DEIS.

Sincerely,


Mary E. Anderson
Chair

MEA:lv
Attachment

cc: Gregg Downing, Environmental Quality Board
Fred Tanzer, Mn/DOT
Steve Wilson, Metropolitan Council Staff

Metropolitan Council Meeting of September 10, 1992

Business Item: C-2

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

REPORT OF THE METROPOLITAN SYSTEMS COMMITTEE
Referral Report No. 92-56

DATE: September 3, 1992
TO: Metropolitan Council
SUBJECT: Draft Scoping Package - Central Corridor Transit Alternatives Analysis and Draft Environmental Impact Statement, Referral No. 15705-1

BACKGROUND

At its meeting on September 1, 1992, the Metropolitan Systems Committee reviewed the draft scoping report for the Central Corridor Transit Alternatives Analysis and Draft Environmental Impact Statement. The scoping phase represents the initiation of the study of the corridor as recommended by the Council's *Regional Transit Facilities Plan* adopted in February, 1992. During the scoping phase, comments are sought from the general public and units of government on the alternatives, impacts and issues to be addressed in the alternatives analysis/draft environmental impact statement (AA/DEIS).

ISSUES AND CONCERNS

Committee members questioned whether Intelligent Vehicle Highway Systems (IVHS) alternatives and technologies should be included, since they may have an impact on the need for transportation capacity improvements in the corridor. Staff responded that IVHS concepts have not been developed enough to adequately assess the potential benefits and costs of IVHS. Some research and development applications are being conducted in the Twin Cities, but they do not involve anything that would have a dramatic impact on capacity needs.

RECOMMENDATION

That the Metropolitan Council:

1. That the Metropolitan Council submit these comments to Mn/DOT for consideration in the scoping phase of the AA/DEIS.

Respectfully submitted,

Dirk deVries, Chair

99-100-2

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METROPOLITAN COUNCIL
Mears Park Centre, 230 E. Fifth St., St. Paul, Minnesota 55101

DATE: August 25, 1992
TO: Metropolitan Systems Committee
FROM: Steve Wilson, Transportation Division
SUBJECT: Draft Scoping Package - Central Corridor Transit Alternatives Analysis and Draft Environmental Impact Statement, Referral No. 15705-1

BACKGROUND AND AUTHORITY TO REVIEW

In February 1992 the Metropolitan Council adopted the *Regional Transit Facilities Plan*. This plan recommended that a Central Corridor Light Rail Transit line be built first and that a federal alternatives analysis be initiated to further resolve any remaining issues of alignment and cost-effectiveness and to make the corridor eligible for potential federal funding.

This scoping phase represents the initiation of that study by the three joint lead agencies of the Minnesota Department of Transportation (Mn/DOT), Hennepin County Regional Railroad Authority (HCRRA) and Ramsey County Regional Railroad Authority (RCRRA) under the sponsorship of the Federal Transit Administration (FTA). During the scoping phase, comments are sought from the general public and units of government on the alternatives, impacts and issues to be addressed in the alternatives analysis draft environmental impact statement (AA/DEIS). The Council, in addition to submitting these comments as part of the scoping effort, will have ongoing participation in the AA/DEIS through the Corridor Technical Committee and Corridor Management Committee, and will approve the preferred alternative in accordance with the recommendations of the *Regional Transit Facilities Plan*.

AREAS TO BE ADDRESSED IN THE AA/DEIS

The draft scoping report identifies issues, alternatives and impacts to be addressed. Because most of these issues were already identified and examined as part the state EISs prepared by the Hennepin and Ramsey County Regional Railroad Authorities, these comments will focus on additional areas relevant to the AA/DEIS.

Need for Transit Improvements

The scoping report identifies several objectives to be achieved with major transit improvements in the Central Corridor. The objectives include most that were identified in the *Regional Transit Facilities Plan*. In addition to those already cited in the scoping report, the AA/DEIS should consider that transit improvements would provide much-needed future transportation capacity in a

corridor where additional highway capacity cannot be added west of T.H. 280, and that transit improvements would help focus development/redevelopment along the corridor, which forms the core of the urban area.

Alternatives

The scoping report proposes to evaluate five alternatives:

1. **No Build:** This alternative would generally consist of a continuation of existing bus routes.
2. **Transportation Systems Management (TSM):** This would primarily include restructuring bus routes according to concepts proposed in the *Regional Transit Facilities Plan* and the Regional Transit Board's *Vision for Transit*.
3. **Busway:** This alternative would include reserved lanes or exclusive guideway for buses, approximately following the same alignment as an LRT alternative, with commensurate changes in bus service to use the busway.
4. **High Occupancy Vehicle (HOV) Facility:** This would be reserved lanes on arterial streets on I-94 for use by multi-occupant vehicles including a restructured transit service.
5. **Light Rail Transit (LRT):** This alternative would follow the alignment shown in Figure 1, and include an at-grade alignment in downtown Minneapolis.

The alternatives represent a broad range of capital investment requirements which should be capable of showing the capabilities of bus and rail.

The HOV alternative was considered in the *Regional Transit Facilities Plan* and found to have serious drawbacks. Conceptual engineering was prepared for an I-94 HOV alternative, and it was concluded that severe right-of-way constraints would require the HOV lane to be on an elevated structure between downtown Minneapolis and T.H. 280. The plan found that:

"The environmental impacts associated with a 'double-deck' freeway, the high cost, and the limited use of an HOV lane in the remaining portion of the corridor, preclude a Central Corridor HOV lane as a viable solution."

For this reason, and because the HOV alternative could not directly serve the important University of Minnesota market, the HOV alternative should not be considered in the AA/DEIS. The busway and TSM alternatives can adequately demonstrate the capabilities of non-rail alternatives.

Impacts to be Considered

The impact areas to be considered will include those addressed in the state EIS. In addition, several other impact areas will be included as a requirement of the Federal Transit Administration AA/DEIS process. These areas include cost-effectiveness measures and financial impacts that the Council has previously found to be less than satisfactorily addressed in the state EISs.

CONCLUSIONS

1. Comments are being requested on the scope of analysis for the Central Corridor Transit Alternatives Analysis/Draft Environmental Impact Statement. The draft scoping report identifies issues, alternatives and impacts to be addressed, most of which were already identified and examined as part the state EISs prepared by the Hennepin and Ramsey County Regional Railroad Authorities.
2. The study's objectives should emphasize the long-term urban development potential that could be achieved in this important corridor, which is the "spine" of the regional transit system. In addition, it should consider the need to provide additional "people-moving" capacity in a corridor where additional highway capacity cannot be added west of T.H. 280.
3. The *Regional Transit Facilities Plan* found that an HOV alternative, because of environmental impacts associated with a 'double-deck' freeway, high cost, and limited use west of T.H. 280, was not a viable alternative. The AA/DEIS should therefore eliminate the HOV alternative from further consideration. The busway and TSM alternatives can adequately demonstrate the capabilities of non-rail alternatives.
4. The cost-effectiveness and financial impacts covered in the AA/DEIS will incorporate concerns that the Council has raised in previous reviews of light rail transit EISs.

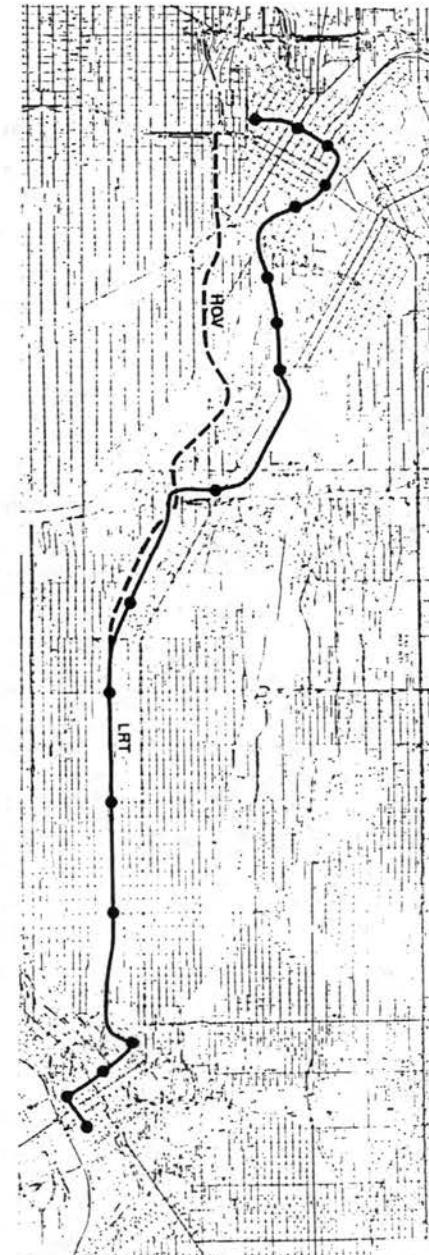
RECOMMENDATION

1. That the Metropolitan Council submit these comments to Mn/DOT for consideration in the scoping phase of the AA/DEIS.

Continued

CENTRAL CORRIDOR

FIGURE 1
BUILD ALTERNATIVE ALIGNMENTS





September 9, 1992

Mr. Robert Winter, P.E.
Central Corridor Project Manager
Minnesota Department of Transportation
3485 Hadley Avenue North
Oakdale, MN 55128

Re: Central Corridor Alternatives Analysis/Draft EIS
Scoping Package

Dear Mr. Winter:

Thank you for the opportunity to comment on the scoping package for the Central Corridor Alternatives Analysis/Draft Environmental Impact Statement.

At its meeting on September 8, 1992, the Regional Transit Board approved the recommendations contained in the attached memorandum describing the scoping phase of the Central Corridor project. We are hereby forwarding these comments to you and the Joint Lead Agencies for consideration as the scoping package is revised and a final scoping report issued.

Sincerely,

Judith G. Hollander
Director of Planning and Programs

enclosure

REGIONAL TRANSIT BOARD

Mears Park Centre
230 East Fifth Street, St. Paul, Minnesota 55101
292-8789

DATE: August 31, 1992
TO: Chair and Members of the Regional Transit Board
FROM: Stephanie Eiler, AICP *SE*
Senior Planner, LRT Development
SUBJECT: Scoping Package
Central Corridor Alternatives Analysis/Draft Environmental Impact
Statement
Board Update No. 2

SUMMARY

Mn/DOT, Hennepin County and Ramsey County Regional Railroad Authorities have initiated the Central Corridor AA/DEIS by distributing a draft scoping report and holding two public meetings to solicit comment on the study. The draft scoping report, part of the scoping package required by the Federal Transit Administration, was developed by the joint lead agencies with the assistance of the RTB. The report identifies alternatives, issues, and impacts to be addressed in the study.

While the LRT alternative has been previously addressed in state-level EISs by the two rail authorities, the Central Corridor AA/DEIS will provide a comprehensive evaluation of other feasible transit improvements as well. The project approach described in the draft scoping report is consistent with the recommendations of the RTB Five Year Plan, the Regional Transit Facilities Plan and the Legislative Audit Commission's recent report on transit planning.

BACKGROUND

The goal of a scoping process is to establish the parameters of a project: alternatives to be studied, impacts anticipated, the public participation process, who is in charge, and the time frame for decisions.

The draft scoping report identifies five conceptual alternatives for discussion and evaluation:

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

The report lists impacts to be addressed in the following areas: transportation, land use, economic development, social/residential, physical environment, and finance. The AA/DEIS will evaluate the cost-effectiveness and financial impacts of all of the transit alternatives.

Public scoping meetings were held on August 26, 1992 in Minneapolis and August 27, 1992 in St. Paul. The meetings were held to describe the project and to solicit public and agency responses to the issues and alternatives to be studied in the AA/DEIS. The alternatives and impacts to be addressed may be modified based on comments received during the scoping process.

RECOMMENDATIONS

1. The project approach described in the draft scoping report is consistent with the recommendations of the RTB Five Year Plan, the Regional Transit Facilities Plan and the Legislative Audit Commission's recent report on transit planning.
2. In addition to the HOV and Busway alternatives proposed in the draft scoping report, the joint lead agencies should evaluate an alternative which combines the best features of both. Such a combined or hybrid alternative may offer patronage, operational and cost advantages, and should be compared to the LRT alternative.
3. The RTB will continue to support the project and provide staff assistance and information as needed by the joint lead agencies.



DAKOTA COUNTY

DAKOTA COUNTY GOVERNMENT CENTER
1560 HWY 55, HASTINGS MINNESOTA 55033 (612) 438-4429

DONALD R. CHAPDELAINÉ
COMMISSIONER - THIRD DISTRICT
575 CHAPEL LANE
EAGAN, MN 55121
TELEPHONE
HOME 454-2533

September 9, 1992

Robert Winter, Central Corridor Project Manager
Minnesota Department of Transportation
3485 Hadley Avenue North
Oakdale, Minnesota 55128

Dear Sir:

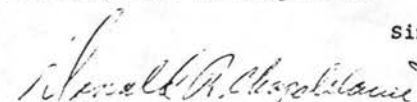
We appreciate the opportunity to provide comments on the Scoping Package for the Transit Alternatives Analysis and Draft Environmental Analysis for the Central Corridor. Dakota County has been a participant in the planning of Light Rail Transit in the region for the last several years. We are interested in seeing a thorough analysis of alternatives for the Central Corridor as one of the region's priorities for light rail transit in the Twin Cities. This process could become a model for future analysis of other corridors in the metropolitan area.

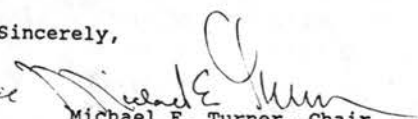
Dakota County has cooperated with Ramsey County in conducting an analysis of a potential connection to the Central Corridor in downtown St. Paul from the south. We would expect that the alternative analysis would continue to leave options open for possible future extensions to Dakota County in the light rail transit alternative. Possible alignments were identified in a draft Scoping Decision Document prepared for the Saint Paul South Corridor by Dakota and Ramsey County Regional Railroad Authorities.

We would encourage you to maintain all the alternatives identified in the Scoping Package including transportation system management, busway, high occupancy vehicle lanes, and light rail transit. It will continue to be important to review the potential for some of these options as they relate to other projects in the metropolitan area, especially the reconstruction of I-35W.

Thank you for the opportunity to provide comments at this point in the project. We will continue to keep abreast of the status of this important project in the region and expect to continue our participation in the process.

Sincerely,


Donald R. Chapdelainé, Chair
DAKOTA COUNTY COMMISSIONER


Michael E. Turner, Chair
REGIONAL RAILROAD AUTHORITY

DRC/MET/jmn
cc: Dakota County Board of Commissioners

AN EQUAL OPPORTUNITY EMPLOYER 

SEP 11 '92 05:03PM CITY CLERK

REFERRED TO (NAME OF COMMITTEE)
DATE

RESOLUTION
of the
CITY OF
MINNEAPOLIS
Campbell

By _____

Conditionally approving the Westgate Alignment/Station Location for Light Rail Transit (LRT) between the University of Minnesota and the East City Limits.

Whereas, the Minnesota Department of Transportation (MnDOT), Hennepin County Regional Railroad Authority (HCRRA) and the Ramsey County Regional Railroad Authority (RCRRA) as Joint Lead Agencies have prepared the Twin Cities Central Corridor Transit Alternative Analysis/Draft Environmental Impact Statement (AA/DEIS) Scoping Package and has identified the LRT alignment between Church Street on Washington Avenue and the east City Limits as an alignment on which total agreement has not been reached; and

Whereas, agreement on this alignment will facilitate completion of the AA/DEIS by reducing the number of LRT alternatives to be evaluated; and

Whereas, the City Council has previously approved the Soo Line/I-94 LRT Alignment (Resolution 91R-108) prior to the Westgate Alignment being proposed; and

Whereas, the Westgate Alternative is estimated to cost approximately \$9,400,000 more than the Soo Line/I-94 Alignment exclusive of right of way; and

Whereas, provision of a LRT station to the University of Minnesota is a top priority and the station proposed in the latest Westgate Alignment is closer to the University and to related sports/activities than is the station proposed in the Soo Line/I-94 Alignment; and

Whereas, the City Council has continued to support a cut and cover tunnel between the East Bank Station west of Church Street and a point east of Oak Street; and

Whereas, the City of Minneapolis wants the Central Corridor to proceed to implementation and to be cooperative as much as possible with the City of St. Paul and the RCRRA;

Now, Therefore, Be It Resolved by The City Council of The City of Minneapolis:

That the City Council supports the Westgate Alignment and station location as shown on Figure 2 on the Twin Cities Central Corridor Transit Alternative Analysis and Draft Environmental Impact Statement Scoping Package, dated August 1992, so long as the following conditions are met:

- The LRT station on the east side of the University campus remains immediately east of Oak Street; and
- LRT along Washington Avenue on the East Bank Campus of the University be below grade.

That if either of the above two conditions are not met, the City's position will revert to the position identified in Resolution 91R-108, namely the alignment and station locations identified in the Soo Line/I-94 Alignment within Minneapolis.

RECORD OF COUNCIL VOTE (X INDICATES VOTE)													
COUNCIL MEMBER	AYE	NAY	NOT VOTING	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN	COUNCIL MEMBER	AYE	NAY	NOT VOTING	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN
Dineen				X			Scotton	X					
Campbell	X						Niemiec	X					
Hilary	X						Cramer	X					
Ramville	X						Schusted	X					
Cherryhorne				X			Johnson	X					
Niemi	X						President						
Scott	X						Sayee Bolton	X					

PASSED SEP 11 1992 DATE APPROVED - NOT APPROVED - VETOED SEP 11 1992 DATE

Shane PRESIDENT OF COUNCIL Doni MAYOR

ATTEST

CITY CLERK

00062

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T&PW - Your Committee, having under consideration Light Rail Transit (LRT) alignment for the Central Corridor between approximately Church St on Washington Av and the east City limits, now recommends passage of the accompanying Resolution conditionally approving the Westgate Alignment/Station Location for LRT betw the University of Minnesota and the East City Limits.

Approved as to Accuracy:

B

UNIVERSITY OF MINNESOTA

Office of the Senior Vice President
for Finance and Operations

301 Morrill Hall
100 Church Street S.E.
Minneapolis, MN 55455
612-625-4555

September 11, 1992

Mr. Bob Winter
Minnesota Department of Transportation
3485 Hadley Avenue North
Oakdale, MN 55109

Dear Mr. Winter:

Attached please find a copy of a resolution passed by the Minnesota Board of Regents on light rail transit (LRT). Please add it to the "record" as the University's initial comment with regard to "scoping" of the Alternatives Analysis, Draft Environmental Impact Statement (AA/DEIS) for the central corridor.

As you are aware, the University has been an active and collaborative participant along with MNDOT, both Hennepin and Ramsey Counties, the cities of Minneapolis and St. Paul, and the Regional Transit Board in planning for LRT. During the course of this past effort, the University has stated preferences for an alignment west of Oak Street, and the location and design of stations on the East and West Bank Campuses. The University has reviewed but not taken a definitive position on the various alternative alignments that has been proposed east of Oak Street.

The University welcomes the opportunity to again participate in this latest phase of planning. It is our intent to specifically define the goals and objectives of the University with regard to transit service and preservation and preferably enhancement of the campus environment.

Respectfully yours,

Robert O. Erickson
Robert O. Erickson
Senior Vice President
Finance and Operations

cc: Board of Regents
President Hasselmo
Provost Infante
Mr. Paul Tschida
Mr. Harvey Turner



UNIVERSITY OF MINNESOTA
TWIN CITIES

Student Representatives
to the Board of Regents
240 Coffman Memorial Union
300 Washington Avenue S.E.
Minneapolis, Minnesota 55455
(612) 625-9992

Light Rail Washington Avenue Corridor Resolution

Whereas since 1939 the University of Minnesota has repeatedly expressed the desire for a completely integrated and unified campus as originally planned, and

Whereas the Minneapolis Planning Commission's report recommended an underpass for Washington Avenue traffic, and

Whereas it is desirable to have the least amount of encroachment into the landscaped/pedestrian as possible, and

Whereas the current LRT plans advocate light rail on Washington Avenues East bank at ground level would be insurmountably damaging to the campus environment, and

Whereas implementing the Commission's recommendations would extend the Mall uninterrupted from Northrup Auditorium to Coffman Union, and

Whereas the students of the University of Minnesota will not tolerate further physical splits and divisions of their campus, and

Whereas above ground LRT would create additional traffic hazards and discriminate against the physically challenged from having equal access to campus facilities, and

Therefore be it resolved that the Minnesota Student Association supports the University Administration's position of building a tunnel on Washington Avenue East Bank for light rail transit and current traffic, and be it further resolved that any expansion of Washington Avenue's East Bank must not occur at the expense of landscape, nor result in the loss of pedestrian walkways.

This resolution was passed unanimously by the Minnesota Student Association Forum Thursday, January 10, 1991.

UNIVERSITY OF MINNESOTA BOARD OF REGENTS

AGENDA ITEM FOR Physical Planning and Operations COMMITTEE

I. Title Light Rail Transit, Twin Cities Campus

() Discussion () Information (X) Resolution or Motion
Required

II. Administration's Recommended Resolution or Proposed Action:

WHEREAS, the physical setting of the University contributes to a sense of community and affects the quality of scholarship, research and intellectual discourse taking place within its institutional framework, and

WHEREAS, the University's "Advisory Task Force on Planning" has concluded that the University should strive to benefit fully from the natural assets of its surroundings and guard against the intrusions and disruptions of urban life, and

WHEREAS, the traffic on Washington Avenue has a divisive impact on the campus environment and a pernicious influence on the scholarly pursuit of excellence at the University, and

WHEREAS, the University desires to mitigate the traffic congestion on Washington Avenue, and

WHEREAS, the University, the Regional Transit Board, the Minnesota Department of Transportation, the Hennepin County staff, the City of Minneapolis Planning Commission, and most recently, the University of Minnesota Student Association all support the University's efforts in this area, and

WHEREAS, the University, as the second highest generator of transit trips in the Twin Cities Metropolitan Area, desires to receive excellent transit service, and

WHEREAS, the proposed alignment for Light Rail Transit between downtown Minneapolis and downtown St. Paul is through the University along Washington Avenue, and

WHEREAS, the University desires to plan for and participate in the design for construction of LRT through the Minneapolis campus,

THEREFORE, BE IT RESOLVED THAT, when Light Rail Transit ("LRT") is constructed through the Minneapolis campus the Regents of the University of Minnesota hereby authorize, empower and direct the University (i) to insist LRT be built in a tunnel under Washington Avenue from a portal east of the Mississippi River Bridge to a portal east of Oak Street; (ii) to request that Washington Avenue be narrowed, that traffic thereon be redirected, and that a landscape buffer strip be created thereabout; and (iii) to request again that the Mall be extended over Washington Avenue at the time LRT is built.

III. Purpose or Intent of the Item:

To familiarize the Board of Regents with the Light Rail Transit resolution and to seek their approval of said resolution.

IV. Previous Board Action and/or Pertinent Information:

This resolution was presented to the Board at its June 1991 meeting as a part of the discussion item titled "Transportation Plans, Twin Cities/Minneapolis/East Bank Campus."

V. Presented by Robert Erickson/Clint Hewitt

VI. Date July 11, 1991



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

SEP 21 1992

REPLY TO THE ATTENTION OF:

5ME-19J

Mr. Robert Winter
Central Corridor Project Manager
Minnesota Department of Transportation
3485 Hadley Avenue North
Oakdale, Minnesota 55128

Dear Mr. Winter:

We have reviewed the scoping package for the Twin Cities Central Corridor Transit Alternatives Analysis. The transit corridor studied for improvement runs between downtown Minneapolis and downtown St. Paul, and services the main campus of the University of Minnesota. An Environmental Impact Statement (EIS) is being prepared for the project, in which one of the lead agencies preparing the document is the Federal Transit Administration.

We previously commented on a State Draft EIS on March 13, 1991 and Scoping Decision Document on June 6, 1990. In our correspondence, we stated that our comments were advisory due to the lack of Federal involvement in the project. However, because the Federal Transit Agency is a lead agency in the preparation of a Federal EIS, our role as a reviewing agency is mandated under Section 309 of the Clean Air Act. Therefore, our comments are no longer advisory, but are to be considered in the EIS and Record of Decision.

We support the concept of improved mass transit in the Central Corridor, and in particular encourage the assessment of light rail transit as an alternative mode of mass transit. The Twin Cities of Minneapolis and St. Paul currently are not serviced by light rail transit, and the introduction of light rail transit should be a transportation benefit and improvement to air quality to the metropolitan area as it has been for other major U.S. cities. Presently, there are two transportation corridors within the Twin Cities metropolitan area that have been deemed feasible for light rail transit, and are being studied for this mode of transportation.

Although we support the mass transit proposals presented in the scoping package, we have several environmental concerns with the proposal that should be addressed in the Federal Draft EIS. These concerns include alternatives analysis, noise impacts, air quality impacts, water quality impacts, impacts to wetland and terrestrial resources, contaminated sites, and the need for incentives to encourage mass transit ridership.

-2-

We are concerned with the range of alternatives that will be addressed in the Federal Draft EIS. The alternatives proposed in the scoping package include the No Build, Transportation System Management, Busway (buses only lane), High Occupancy Vehicle Facility, and Light Rail Transit Alternatives. We support the inclusion of these alternatives in the Federal Draft EIS, but are concerned that only one build alternative for light rail transit is being proposed for assessment. This build alternative proposes light rail transit in the median of Interstate 94. The State Draft EIS included this alternative plus two additional build alignment alternatives for light rail transit, the University Avenue alignment and the Pierce Butler alignment. We are not recommending duplicating the selection process that was conducted at the State level in the Federal EIS, but we do request that the Federal Draft EIS demonstrate that the State selection process satisfied the requirements of the National Environmental Policy Act guidelines that environmental impacts were avoided and minimized, and that there was satisfactory public involvement in the selection process.

The Federal Draft EIS should assess noise impacts for each of the alternatives. We are particularly concerned with impacts to noise sensitive receptors such as residences, hospitals, nursing homes, schools, libraries, churches and parks. The Federal Draft EIS should determine the current background noise levels that occur at these receptors, and calculate the net change in impact due to the mass transit alternatives. If any significant impacts are expected to occur, then the Federal Draft EIS should consider measures to mitigate the noise impacts.

The metropolitan area of the Twin Cities is a nonattainment area for carbon monoxide (CO), classified as moderate. The mass transit alternatives should realize some degree of reduction in CO emissions in the Central Corridor. The Draft EIS should include air quality modelling data to identify ambient air quality and current CO emissions, and predict the CO emissions that would result from each of the alternatives. For the light rail transit alternative, the Draft EIS should compare the amount of reduction in CO emissions due to fewer automobiles versus the increase in emissions due to increased electrical generation to operate light rail transit. This comparison should take into account all incentives and measures to reduce the number of vehicles, and discuss whether light rail transit would result in significant additional electrical generation, and whether new electrical generation facilities would need to be constructed. The Draft EIS should also discuss the mass transit proposals' consistency with the State Implementation Plan to bring about compliance with air quality standards for CO.

In addition to noise and air quality impacts associated with the operation of mass transit in the Central Corridor, we are concerned with these impacts occurring during project

construction. The Federal Draft EIS should assess noise impacts due to construction equipment, and discuss mitigation for those impacts. Similarly, construction related air quality impacts and mitigation should be discussed.

The Federal Draft EIS should assess the potential for water quality impacts due to mass transit improvements. We are particularly concerned that groundwater impacts could result due to tunnel construction underneath the two downtown areas. The Federal Draft EIS should identify any such impacts, and list appropriate mitigation measures. Adverse impacts should be avoided and minimized through the use of best available technology mitigation measures. We support the planned use of the Washington Avenue Bridge crossing of the Mississippi River for light rail transit, since the use of an existing crossing should minimize impacts to the river versus constructing a new river crossing. The Federal Draft EIS should list the temporary mitigation measures that will be in place during project construction, and the permanent measures necessary to support operation of mass transit.

Based on our prior reviews of the State Draft EIS and Scoping Decision Document, we do not believe that the project will adversely impact wetland or terrestrial resources. The Pierce Butler route for light rail transit represented the greatest potential for wetland and terrestrial impacts, and this alternative appears to have been dropped from consideration in the scoping package. Nevertheless, the Federal Draft EIS should identify impacts to these resources, and discuss any subsequent mitigation that would be necessary.

According to the State Draft EIS, there are 59 contaminated soil sites within the Central Corridor. The State Draft EIS included commitments to mitigation to address contaminated soils, including measures such as landfarming, thermal treatment and encapsulation. The Federal Draft EIS should include this information regarding contaminated soil sites and mitigation measures. We also recommend that the appropriateness of incineration be evaluated and included for discussion as a potential remediation measure.

We recommended several incentives to encourage ridership of mass transit in our prior correspondence. These incentives included convenient connections with bus feeder routes, strong public relations efforts that stress the benefits of riding mass transit, and instituting premium auto parking rates and limits on available parking spaces. The Federal Draft EIS should discuss the use of such incentives.

Thank you for the opportunity to review the scoping package for the Twin Cities Central Corridor Transit Alternatives Analysis. If you have any questions regarding our comments, please contact Milo Anderson of my staff at (312) 886-2967.

Sincerely yours,

William B. Franz
for William B. Franz, Acting Chief
Planning and Assessment Branch

 STATE OF
MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

500 LAFAYETTE ROAD • ST. PAUL, MINNESOTA • 55155-40

DNR INFORMATION
(612) 296-6157

September 22, 1992

Mr Robert Winter, Central Corridor Project Manager
Minnesota Department of Transportation
3485 Hadley Avenue North
Oakdale, Minnesota 55128

Re: Central Corridor Transit Project
Draft Scoping Report

Dear Mr. Winter:

The Minnesota Department of Natural Resources (DNR) has completed a review of the Draft Scoping Report concerning the Central Corridor Transit Project. The following comments regarding the project are provided for your consideration.

Although the Scoping Report lists pedestrian impacts and compatibility with existing or proposed bicycle trails as transportation impacts that will be addressed in the Environmental Impact Statement (EIS), the DNR believes that these modes of transportation should be more fully incorporated into the alternatives analysis. Without the inclusion of pedestrian and bicycle transportation, the Scoping Report does not completely address transportation needs in the project area.

We suggest that the identified project alternatives be expanded to include pedestrian and bicycle transportation modes as follows:

-No-build Alternative--recognition of the increased role bicycles could play in transportation between or within the study area either through signing or clear bike lane designation.

-TSM Alternative--intensified marketing and/or incentive programs for pedestrian and bicycle travel.

-Busway Alternative--affirmative modal connections for combined bike-bus travel to include bike racks on buses and secure bike storage locations at bus stops.

-HOV Alternative--accommodation of joint HOV and bike travel within the same corridor either as a shared route or in conjunction with a new parallel bikeway like the new University of Minnesota inter-campus HOV lane.

-LRT Alternative--recognition of the need for modal transfer points between bikes and LRT through provision of secure bicycle storage.

In addition, under "Impact on the Physical Environment" on page 10, we recommend that another bullet "Water Quantity", including mapped and regulated floodplains and general storm water management issues, be added.

Protected wetland 62-224 is near the Pierce Butler Road. This basin may have already been impacted by untreated runoff from land use in the watershed. It is important that water quality impacts of the project, particularly in regard to this basin, be thoroughly analyzed.

If you have questions regarding our comments, or if you require additional information from the DNR concerning the proposed project, please contact Cheryl Heide from my staff at 296-9228.

Sincerely,

Cheryl Heide

Thomas W. Balcom, Supervisor
Natural Resources Planning and Review Services

c. Dave Leuthe
Steve Colvin
Tom Lutgen
Brian McCann
Bonita Eliason
Lynn Lewis--U.S. Fish and Wildlife Service

930043-1

WRITTEN STATEMENT

CENTRAL CORRIDOR TRANSIT ALTERNATIVES ANALYSIS SCOPING PROCESS

Name Margaret P. Martin
Address 1344 SELBY AVE
ST. PAUL MN 55104-6301
Representing _____

Dear Mr. Winter:

Statements were made at the Aug. 27 public
meeting at Concordia College concerning the
fact that the University of Minnesota is a
location of high population concentrations. However
I think we have to be careful in estimating how
many of these would be LRT users. Already, a
very high proportion of these use car-poolers,
bike riders, bus lines, and walkers.
Car-pooling is favored because of its
low cost and convenience and limited parking
on the Twin campus. The #52 express buses
and intercampus lines are very convenient in
that they take students from near their homes
directly to the Twin campus, with no transfer.
I think students would prefer the #52 buses
to a feeder bus with a transfer on to LRT.
LRT has such great advantages in lower
capital costs and off-line stations, etc. that
it should remain under consideration in
the event that a trial demonstration is carried
out. If it is shown to work, it is definitely
the way to go!

Sincerely,

Margaret Martin

Return to: Robert Winter, 3485 Hadley Ave. N., Oakdale MN 55128

September 10, 1992

Robert Winter
Central Corridor Project Manager
Minnesota Department of Transportation
3485 Hadley Avenue North
Oakdale, MN 55109

Re: Twin Cities Central Corridor Transit Project

Dear Mr. Winter:

I am writing to comment on the transit alternatives outlined in the August 3, 1992 EQB Monitor.

My qualifications are that I am a strong advocate of mass transit and that I have commuted by bus for 14 years.

I strongly suggest that the most simple and flexible system be chosen. I believe that maximizing the use of buses would be the best solution. Buses could be routed and rerouted simply and without delay.

It has been said that we need light rail because of our winters. Well, the cars present the problems in the winters. The buses can get through heavy snows.

Instead of spending so much money on studying light rail, buy more buses, put them in service, and get people to cut down on using cars. Get people used to mass transit. Light Rail could be a long term goal to work on. Also, if we have less cars on the highways, it would be easier to build light rail in the next couple decades.

Thank you,

Peter Berglund
Peter Berglund
2816 33rd Avenue South
Minneapolis, MN 55406

day: 772-7008

111 Marquette Avenue South #2707
Minneapolis, MN 55401
(612) 672-0602

Mr. Robert Winter
Central Corridor Project Manager
Minnesota Department of Transportation
3485 Hadley Avenue North
Oakdale, MN 55128

September 4, 1992

Re: Comments on the scoping meeting for the Twin Cities Central Corridor Transit
Alternatives Analysis and Draft Environmental Impact Statement.

Dear Mr. Winter:

I attended the scoping meeting for the Twin Cities Central Corridor Transit Alternatives Analysis and Draft Environmental Impact Statement on August 26, 1992 at the Radisson Hotel Metrodome, in which you presented several alternatives for improving access between the cores of Minneapolis and Saint Paul. I would like to thank you for a clear and informative presentation, and present my comments and suggestions.

I support the construction of a LRT system connecting the two downtowns via the University of Minnesota. I generally agree with the proposed routing, and think that any alignment should include stops at both downtowns, the Metrodome, and both the east and west bank campuses of the University of Minnesota. Before moving to Minneapolis last month, I worked for a private firm preparing Environmental Impact Statements for the Washington, DC Metrorail system. As I am new to the area, I don't know the history of this project, nor do I know what other projects are under consideration. Nevertheless, I would like to offer the following suggestions:

- Work with local government planning commissions to zone land around the station sites for higher densities and reduced parking requirements
- Design the terminuses to permit future extensions outward from either St. Paul or Minneapolis.
- Coordinate design and specifications of this LRT system with other systems planned for the Twin Cities area.

- Maximize exclusive rights-of-way and minimize at-grade crossings.
- Plan for short headways. Generally, a minute spent waiting at a station is perceived to be much longer than a minute spent in motion. Ridership, and thus the effectiveness of the project, should be greater with frequent shorter trains as opposed to infrequent longer trains.

Finally, I had hoped to see more detail of the proposals than what was presented at the scoping meeting. The maps were very small and I only got a general taste for the alternatives. It would be helpful if you could bring some drawings with you for the DEIS presentation that would show the proposed alternatives more clearly.

Thank you for the opportunity to express my views. I would like to receive notices of any future public hearings or meetings on this project.

Sincerely,



Peter Angelides, AICP



PPERRIA

Prospect Park and East River Road Improvement Association, Inc.

September 10, 1992

Robert Winter, Central Corridor Project Manager
Minnesota Department of Transportation
3485 Hadley Avenue North
Oakdale, MN 55128

Dear Mr. Winter:

I am writing to express interest, on behalf of the Prospect Park and East River Road Improvement Association, in the Twin Cities Central Corridor transit alternatives study. Because we just learned of this effort, we did not attend the public meeting on August 26, but would like you to know that this community intends to continue its active participation in transportation planning; we assume that you will keep us informed of all opportunities for citizen participation from now on.

PPERRIA has commented on many of the plans which you have cited in Appendix A of your Scoping Package. I am enclosing two of the most recent ones for you, since they identify the community's transit concerns. You will note that we have looked at both the service issues for our neighborhoods and the impacts of alternative modes and alignments.

People in this community also have broader concerns regarding energy conservation and pollution. We support appropriate service to the University, a major component of our community. We also have concerns about transit's impact on existing businesses, as well as its influence on future development.

We made extensive comments on the Soo Line/I-94 route, since it was the preferred alignment of the RCRRRA until the last minute. As you will see in our comments dated March 16, 1992, we would like to see design alternatives and other projections for the new Westgate alignment before making a final evaluation of that alternative as it affects our neighborhoods.

This neighborhood would be severely affected by any plan which involved increasing the capacity of I-94 through expansion of the roadway. We will be especially interested in the information on how the busway or HOV alternatives would be accomplished.

Please keep us informed. Thank you.

Julia F. Wallace
Julia F. Wallace, Chair, PPERRIA Transportation Committee
135 Melbourne Ave. SE
Minneapolis, MN 55414

enc: PPERRIA memo of 3/16/92; Resolution of 1/28/91

Founded in 1901 - The Oldest Neighborhood Association in Minneapolis



PPERRIA

Prospect Park and East River Road Improvement Association, Inc.

To: HCRRA, RCRRRA

From: Julie Wallace, Chair, PPERRIA Transportation Committee

Subject: Midway Corridor

Date: March 20, 1992

Enclosed is a summary of the discussions to date about the proposed change to the LRT alignment in our neighborhood, between the city limits and the University. As you know, we have not taken any formal action, but expect to be included as planning continues. We look forward to seeing a greater level of detail in the plans for the Transitway alternative (1-D2).

cc: Joan Campbell, City of Minneapolis
Peter McLaughlin, Hennepin County
Clint Hewitt, University of Minnesota

Founded in 1901 - The Oldest Neighborhood Association in Minneapolis

Prospect Park and East River Road Improvement Association

RESOLUTION 1/28/91

Midway Corridor Light Rail Transit

Whereas: Residents of the Prospect Park and East River Road area are concerned over the alignment of Light Rail Transit (LRT) in the community, and the environmental, economic and social impacts involved, and

Whereas: The Prospect Park and East River Road Improvement Association (PPERRIA, Inc.) represents the interests of the community, and desires to be part of the community involvement process in all matters affecting the community, and

Whereas: The plan of the Regional Transit Board (RTB) for the public transportation system for the region considers LRT as the backbone of an integrated system which also includes local and feeder buses, vanpools, car pools, and other programs, and

Whereas: The Responsible Government Unit (RGU) for planning and preliminary engineering for the Midway Corridor is the Ramsey County Regional Rail Authority (RCRRA) by delegation of the Hennepin County Regional Rail Authority (HCRRA), and

Whereas: The RCRRA has initiated planning and preliminary engineering in order to produce a Draft Environmental Impact Statement (DEIS), which is to include an examination of all reasonable and prudent alternative alignments from downtown St. Paul to Oak Street SE in Minneapolis, and has selected three alignments for detailed analysis - (1) Burlington Northern/Pierce Butler, (2) University Avenue, and (3) Soo Line/I-94, and

Whereas: It is the intent of the DEIS to provide interested parties with adequate information to be able to understand the various impacts on the community and judge the merits of the project, and

Whereas: Ridership estimates provided by the RCRRA consultants, BRW, Inc., in October 1990 are based on questionable assumptions including cheap and plentiful gasoline, continued urban sprawl, and little concern for the environment, and

Whereas: The BRW ridership estimates suggest that LRT will carry 32,000 daily passengers in the year 2010, while the Minnesota Department of Transportation projects 180,000 automobile trips through Prospect Park on I-94 in 2010, compared to 117,000 in 1990, and

Whereas: On November 13, 1990, the RCRRA approved the Midway Corridor DEIS for purposes of public hearings and indicated a preferred alignment on the Soo Line/I-94 route, and

Whereas: PPERRIA, at its regular meetings, has periodically received reports from its representatives on the Midway Corridor Task Force, and on January 10, 1990, received a presentation by the HCRRA on the Midway Corridor and related planning in Hennepin County,

Now, therefore, be it resolved: That PPERRIA acknowledges the need for a better transit system, and supports the RTB's consideration of LRT as an element in that system, assuming that it will have adequate study and investigation, and

Be it further resolved: That PPERRIA recommends that LRT, as the key element, must be properly sized to last 50 to 100 years, and must be properly designed and located to maximize environmental, economic and energy benefits including (a) reduction of dependence on foreign oil, (b) improved air quality, (c) less costly surface transportation, and (d) more reliable transit service, and

Be it further resolved: That PPERRIA respectfully requests technical information on ridership forecasts in the Midway Corridor, including (a) assumptions used for ridership estimates, (b) results of sensitivity tests recommended by the Metropolitan Council's oversight consultant, and (c) an Upper Limit Forecast suitable for sizing future system expansion, and including consideration of gasoline pricing similar to other industrialized nations, increased public perceptions of environmental values, and the surplus LRT capacity needed for travel during petroleum shortages, and

Be it further resolved: That PPERRIA respectfully requests that the community be actively involved in the planning process for the corridor, including identification of specific impacts and planning for mitigation, with special emphasis on the following issues:

- 1) Choice of final alternative alignments or combinations thereof
- 2) Noise and vibration
- 3) Street modifications and traffic changes
- 4) Bus and car traffic generated by stations and park & ride lots
- 5) Continuing bus service and feeder buses
- 6) Correlation of LRT planning with traffic volume forecasts
- 7) Mitigation measures which could improve neighborhood environments
- 8) Safety, and

Be it further resolved: That PPERRIA respectfully requests that the RCRRA and the HCRRA extend the community involvement process in order to correct and supplement the information necessary to fully comprehend and evaluate the alternatives.

Prospect Park and East River Road Improvement Association (PPERRIA)

Light Rail Transit (LRT) Alternatives

March 16, 1992

The alternative proposals for LRT in the area from Highway 280 to the University have been presented to the PPERRIA Transportation Committee on January 16 and February 18, 1992, and to PPERRIA on February 24, 1992. While the advantages and disadvantages of the two viable routes were discussed, no formal votes were taken. PPERRIA is willing to continue to work with all of the appropriate government bodies in evaluation of both of the routes. This document presents a summary of the issues raised as the two routes were considered.

The two routes under consideration are:

- Alternative 1-A Soo Line alignment
- Alternative 1-D2 Westgate/Transitway alignment

The impact on the Prospect Park neighborhood can be summarized rather simply. Alternative 1-A provides better LRT service to the neighborhood, but also has a greater impact. Alternative 1-D2 serves fewer neighborhood residents, but also presents less of an impact on neighborhood residents. Some specific observations from the committee and the PPERRIA meeting follow:

1. The proposed Franklin Avenue stop on route 1-A encompasses almost all of Prospect Park, including Glendale, within a 1/2 mile radius or 10 minute walking distance; the Stadium Village/Dinnaken stop is also within 1/2 mile of Glendale.
2. The proposed Curfew Street stop on route 1-D2 is within 1/2 mile of about 2/3 of Prospect Park residences; the Stadium Village station on 1-D2 would be within 1/2 mile of most of Glendale.
3. The Soo Line route and the stop on Franklin Avenue present difficult environmental impact challenges, due to the proximity to homes and the possible traffic impacts around the station. At the same time, the replacement of the railroad tracks with LRT provides an opportunity for mitigation measures which could also lessen the neighborhood impacts of the existing freeway, which will be upgraded soon.
4. The Curfew Street stop on route 1-D2 would have little environmental impact on Prospect Park if bus traffic were routed to come to it from the north and east, not on Franklin Avenue from the west. The route along the transitway would have less neighborhood impact than the Soo Line, since LRT vehicles are quieter and less polluting than the buses which run on the transitway, and the route is slightly farther from existing homes. This route also provides some opportunity for mitigation measures which could benefit the neighborhood. Chief among them could be an additional incentive to reroute traffic which is entering the industrial areas north of University Avenue and the Transitway. In order to cut down on traffic crossing the Transitway and LRT, the cities could be encouraged to develop access from the Westgate area on the east, by a

northern route which would avoid neighborhood streets.

5. Since most Prospect Park residents travel to or through the University, the service and traffic impacts there are important. The most recent presentation of route 1-D2 showed a plan in which the LRT tunnel which is necessary under the campus began far enough east to go under all major streets: University Avenue, Washington Avenue, Oak Street and the new Huron Boulevard exit from I-94. A plan like this which avoids conflicts between surface traffic and LRT is to be encouraged. The Soo Line route still shows the LRT route crossing Huron Boulevard and Washington at grade.

6. St. Paul is anticipating that LRT in the Westgate area will serve as a stimulus for development; that area is immediately adjacent to Prospect Park, and could have either positive or negative impacts. The city of Minneapolis is beginning to consider the LRT on route 1-D2 between the city limits and the University as a possible stimulus for redevelopment of the railroad yards and adjacent areas. Again, the impact on Prospect Park could be positive or negative. The development possibilities along the Soo Line route are limited mainly to the smaller Barber Oil site.

7. The community would encourage the development of a bike path along the transitway to connect the two University campuses.

As the new proposal (alternative 1-D2) is studied, PPERRIA would ask the following considerations:

A. We would like to see Preliminary Design Plans for that route with at least the level of detail which have been presented for the Soo Line route, so that we can more clearly evaluate the possible impacts on the neighborhood.

B. We would like some assurance that this neighborhood will have some involvement in planning for development of the Court International area, which is immediately adjacent to Prospect Park. LRT planning will benefit if a hospitable entrance to the Curfew LRT station from the west is developed, to encourage Prospect Park riders.

C. If the Transitway route is to be used as a development vehicle for Minneapolis, we would of course intend to be actively involved in that planning from the beginning. Some kinds of new development north of University Avenue could be beneficial to the neighborhood, while others might not.

D. It is absolutely necessary that the neighborhood retain total transit service which is at least as good as that currently provided by the MTC bus system. This means that the LRT should not cause the elimination of bus service for short trips or for destinations not conveniently served by LRT.



Lisa Lee

181 Sherburne Avenue
Saint Paul, Minnesota 55103-2038
(612)222-6023 (h), 296-2028 (w)

Thursday, September 10, 1992

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

Dear Mr. Winter:

Comments on the Scope of the Project:

"Twin Cities Central Corridor

Transit Alternatives Analysis and Draft Environmental Impact Statement"

Ref: *Scoping Package*, August 1992

Thank you for this opportunity to comment on the scope of the central corridor transit alternatives analysis. Could you please send me a copy of the final scoping report (or send one to the State Transportation Building and I can pick it up there). My comments are:

1. Include an improved no build alternative, with additional routes (including new express and limited stop routes) and greater service frequency. Study the cost effectiveness of investing money directly in service rather than in hardware.

The commuter route 31 from St. Paul to New Brighton had 3 departures in the evening. This has been cut to 1. Ridership correspondingly is about 1/3 of what it used to be. Changing to a rail technology or building transit hubs will not restore the ridership. If the number of departures had been increased to 5 or 6 instead of decreased, ridership would have gone up. One reason is that some who did not take the bus every work day would take it more often because they would have more flexibility to leave work at varying times. It would also permit riders to stop and shop at Bandana Square or Har Mar Mall, then get on a later bus, which would also encourage people to ride.

Large capital expenses could leave less money for service expansion by increasing operating costs involved to provide just the existing level of service. For example, Buffalo, New York temporarily shut down its transit system to search for more operating money because its light rail line had increased costs so much.

2. Include an alternative that is a combination of HOV and busway. Buses take HOV as far west as Highway 280, then a busway the rest of the way; carpools take HOV the entire distance. This option gives the bus better routing than HOV alone, while providing an incentive for carpooling. Of course, some buses can take HOV the whole distance, for routes that will serve that part of south Minneapolis.

Mr. Robert Winter
September 10, 1992
Page 2

3. Give equal total (capital plus operating) dollars to each alternative as one of the comparisons. Let the breakdown of capital to operating expense be determined by what combination of cap/op \$ will maximize ridership. For example, compare light rail transit to an improved no build alternative that is given as much operating money as the total capital and operating dollars given to LRT.

4. All alternatives, especially the all-bus alternatives, need to include a downtown St. Paul bus system with routing and stops as existed before the May 18, 1992 bus route consolidation/bus stop removal. This can be a sub-alternative if desired. The consolidation has not improved travel times. Overall, if anything travel is slower because of longer walking due to fewer streets served and farther apart stops on the remaining streets served by bus.

Often by the time you've walked the additional distance to a stop you've missed the bus. Your travel time is increased by waiting for the next bus. This is especially true if you get off a southbound bus on Cedar Street to transfer to a westbound bus on 6th Street. The stop on Cedar at 6th was removed with the consolidation, so if you see your 6th Street bus you miss it because you can't get off to get it.

Bus riders have been forced into herds by the removal of 25 bus stops. As a result, operating (maintenance and security) costs have increased so much that a new taxing district is proposed for downtown St. Paul businesses to cover the added expenses. All-bus alternatives are more cost-effective without the May 1992 consolidation. To compare them fairly to LRT, it is essential to include a pre-consolidation situation in the options.

5. All alternatives should aim at minimizing rather than increasing the number of transfers.

The fewer the transfers, the better the service because it is less disruptive to the traveler. Imagine if you were driving to work, but had to stop along the way, get out and transfer to a second car to continue your drive. Imagine having to get out yet another time and transfer to a third car to complete your drive to your job. Assuming you could transfer to the second and third cars right away, it is still a hassle and you still lose time. Time is lost in making the transfers and because while making them, you could've driven quite a distance.

Transferring is a disadvantage. No clever marketing of "timed transfer" will change that.

Minimizing transfers means that the all-bus alternatives will have fewer transfers than the light rail alternative, which is the equitable way to compare them.

6. Service that is most convenient to the most riders will be maintained and developed; pumping up ridership numbers through eliminating or rerouting routes in order to feed trunk lines is to be prohibited if it increases transfers or travel time. Local and express bus routes that run parallel to new LRT or bus routes with limited stops are not duplicative. The local routes provide shorter travel time for shorter trips. Express routes provide shorter travel time for long trips. Providing the best service must be made a top priority in planning service.

7. Linked as well as unlinked ridership figures will be reported, along with new ridership. I can currently take one Route 31 bus from downtown St. Paul to New Brighton. If this route were restructured into 3 bus rides or 2 LRT rides and a bus ride, I would be counted as 3 riders under MTC's practice of counting unlinked rides. Linked ridership would count me as 1 rider.

Mr. Robert Winter
September 10, 1992
Page 3

It is important to document what is true ridership increase and what is an illusion created through putting riders through more transfers. An increase in unlinked ridership may even hide a decrease in linked ridership.

8. Assumptions made for projecting ridership, capital costs, and operating costs need to be spelled out so that they can be examined.

9. Travel time estimates need to include walking, waiting, and riding time, with the breakdown of those three times. Transit riding time does not equal transit travel time. Automobile riding time is almost equal to automobile travel time in many if not most cases, but transit is quite a different matter. For example, this trip on Monday, September 7, 1992, 7:44-8:29 p.m. using the Eisenhower Expressway heavy rail in Chicago:

Walk to Chicago Transit Authority rail platform:	12 minutes
Wait for train (standing, because benches were removed by CTA many years ago):	7 minutes
Ride on train:	18 minutes
Walk from train to final destination:	6 minutes
Total travel time:	43 minutes

My walking time of 18 minutes equalled my riding time of 18 minutes. Of the walking time, 4 minutes was just to get down from street level and back up (2 minutes to get from Austin street level down to Austin platform in the expressway, 2 minutes to get from Clinton subway platform underground to Clinton street level).

CTA subways do not run on publicly posted schedules, so you don't know when to go out and wait. My waiting time could have been up to 20 minutes, which would have made total travel time 56 minutes.

10. Bus routings and frequencies, increases or decreases in number of transfers, changes in location and number of stops, walking time to stops must be spelled out. Potentially affected parties include bus riders.

11. Bus improvements should include quieter buses—quieter inside and outside, to bring the noise level (decibels) closer to that of an automobile. Orion buses used in suburbs of Chicago have less exterior and interior noise than other new buses I've ridden. The newest CTA buses made by FlixBus are quieter to the listener outside the bus but much noisier inside than other CTA buses.

Larger buses are not an improvement. A standard 40 foot bus on I-35W was passing cars on May 14, 1992 around 5 p.m. and leaving a 60 foot articulated bus WAY behind. Also, the articulated buses make an annoying beeping sound as they turn corners.

12. Relevant studies and documents need to be provided in at least the central St. Paul and Minneapolis libraries, preferably with at least one reference and one circulating copy of each.

Mr. Robert Winter
September 10, 1992
Page 4

The public needs access to information to be able to understand what's going on. They need the information to comment on plans that will affect them. To provide the documents only in county or state offices effectively cuts off access for most people, who would have to take vacation time to go read the documents.

Sincerely,

Lisa Lee

Lisa Lee

LHL:lh1
9/8/92

Lisa Lee

181 Sherburne Avenue
Saint Paul, Minnesota 55103-2038
(612)222-6023 (h), 296-2028 (w)

Friday, September 11, 1992

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

Dear Mr. Winter:

Clarification of September 11, 1992 Comments on the Scope of the Project:

**"Twin Cities Central Corridor
Transit Alternatives Analysis and Draft Environmental Impact Statement"**

After sending you my comments on the scope of the central corridor transit alternatives analysis, I realized my meaning would be clearer if two sentences were reworded to read:

"6. Maintain and develop service that is the most convenient for the most riders; if it would increase transfers or travel time, prohibit eliminating or reconfiguring routes to feed trunk lines for the sake of pumping up trunk line ridership numbers." [Rest of paragraph stays the same.]

"7. Report linked ridership, not just unlinked ridership figures; also, report new transit ridership; linked and new ridership figures will be subtotals of total unlinked ridership figures." [Rest of sentences stay the same, add two paragraphs at the end of comment #7:]

"New transit ridership also needs to be distinguished from ridership that is taken away from other transit routes. Financial analysts will try to figure out how much of the economic activity generated by the Mall of America is due to new economic growth in the region and how much is due to taking away dollars from other malls. A similar analysis is needed for transit ridership.

For example, the ridership forecast for central corridor I-94 LRT in the December 1990 Draft Environmental Impact Statement assumes that the 16A bus route, presently downtown to downtown, would go from downtown St. Paul only to Cleveland Avenue and I-94. This means that LRT may have gained over 40% of former 16A riders because they had no other choice. That figure—number of LRT riders coming from elimination of 47% of the 16A bus route—should have been provided in the DEIS. (Also, eliminating part of the 16A route violates the principle of providing the best service to the customer mentioned in comment 6.)"

Sincerely,

Lisa Lee

Please add this letter to my previous one as part of the official public record.

**Written Statement
Central Corridor Transit Alternatives Analysis
Scoping Process**

September 10, 1992
Timothy J. Prescott P.E.
1917 Emerson Ave. S.
Minneapolis MN 55403
612-377-7467

I'd like to see the following added to the alternatives analysis:

Include Automated Transit (AGT) as an alternative.

Automated Transit is a proven technology well suited to the largely grade separated central corridor. Automated Transit (without crew on board) has the potential to attract 4 times as many new riders as Light Rail at a lower cost per new rider. Transit "Authorities" in Minnesota have not examined Automated Transit since 1975 when it was rejected as an alternative. Since that time 8 highly successful systems have begun operating. An additional 7 more systems are under construction. In the past 17 years, computers' performance per price has risen more than 500 times. Old doubts about reliability are no longer valid. The Twin Cities have much to benefit from taking a fresh look at the many advantages Automated Transit has to offer.

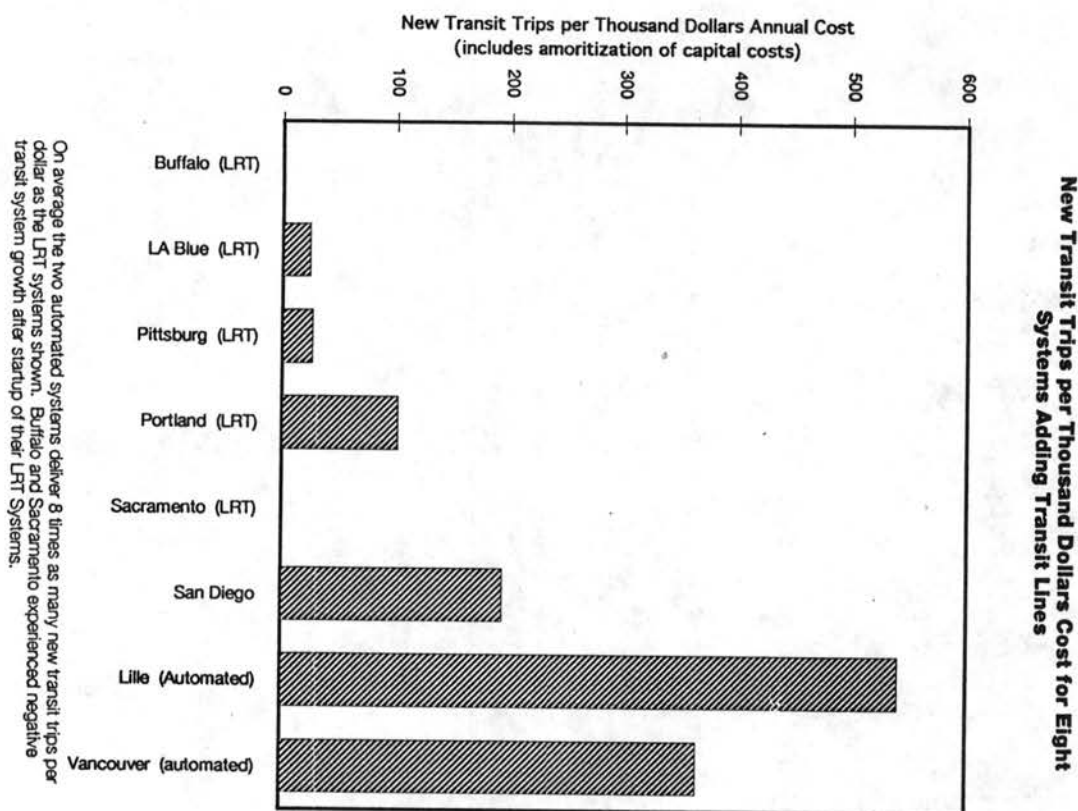
Include as a goal: serving neighborhoods along the corridor by providing pedestrian access to stations to the largest number of people.

Measure present and estimate possible future populations within 1000 foot radius of stations or stops for each transit alternative.

Measure cost effectiveness by projected new transit riders per dollar total cost.

The benefits of transit use accrue in direct proportion to the number of riders using transit. Capital expenditures for transit improvements are effective only when they attract new riders. Therefore new rider per total cost is the appropriate method to evaluate competing technologies for use in a given corridor.

Thank you for your consideration.



Transit System Ridership Statistics

	Buffalo	Calgary	LA Blue	Pittsburg	Portland	Sacramento	San Diego	Lille	Vancouver
Technology	LRT	LRT	LRT	LRT	LRT	LRT	LRT	Automated	Automated
Capital Cost (millions of dollars)	722	150	800	622	266	188	150	328	615
Annual Capital Cost (40 year 10%)	73.9	15.3	81.8	63.6	27.2	19.2	15.3	33.6	62.9
Operating Expense (millions of 1988 US dollars)	11.6	7.7	10.0	8.1	5.8	6.9	8.0	21.9	19.1
Total Annual Cost (millions of 1988 US dollars)	85.5	23.0	91.8	71.7	33.0	26.1	23.3	55.5	82.0
Weekday Boardings (thousands)	29.2	75.0	17.5	30.6	19.7	14.4			
Annual Boardings (millions)	8.1	24.3	5.1	9.0	6.4	4.0	11.3	27.0	19.0
System Wide New Transit Trips per Weekday (thousands)	-0.4		6.4	6.3	11.5	-4.2			
System Wide New Transit Trips per Year (millions)	-0.12		2.14	1.88	3.35	1.26	4.50	30.00	29.90
Total Cost per Each New Transit Trip	-		42.8	38.2	9.9	-	5.2	1.8	2.7
New Transit Trips per Thousand dollars cost	-		23.3	26.2	101.5	-	192.8	541.0	364.6

Transit System General Statistics

	Buffalo	Calgary	LA Blue	Pittsburg	Portland	Sacramento	San Diego	Lille	Vancouver
Technology	LRT	LRT	LRT	LRT	LRT	LRT	LRT	Automated	Automated
Line Length (miles)	6.4	17.2		10.6	15.1	18.3	20.4	8.2	13.4
Stations	14	30		13	28	28	22	18	15
Station Spacing (miles)	0.5	0.6		0.8	0.5	0.7	0.9	0.5	0.9
Capital Cost (millions of 1988 US dollars)	722	150	800	622	266	188	150	328	615
Capital Cost Per line Mile	112.8	8.7		58.7	17.6	10.3	7.4	40.0	45.9
Annual Capital Cost (40 year 10%)	73.9	15.3	81.8	63.6	27.2	18.2	15.3	33.6	62.9
Operating Expense (millions of 1988 US Dollars)	11.6	7.7	10.0	8.1	5.8	6.9	8.0	21.9	19.1
Total Annual Cost (millions of 1988 US dollars)	85.5	23.0	91.8	71.7	33.0	26.1	23.3	55.5	82.0

Transit Ridership Factors

Service Improvements Over Conventional Diesel Bus

Ridership Increase
Factor Over Bus
(2-3 years after change)

Preference Factors

Rail or Cement Guide way with or without catenary	1.10
Catenary Only	1.05
Quiet running- electrically powered or muffled to equal electric	1.05
Clean Running- electrically powered, natural gas or propane	1.05

Right of Way Improvement

Average
Speed MPH *

Street operation with step up boarding	9.0	1.00
Surface reserved route with step up boarding	12.0	1.12
Surface reserved with traffic light preempts and step up boarding	14.0	1.19
Surface reserved with traffic light preempts and level boarding	16.0	1.26
50% surface reserved and 50% exclusive right of way with step up boarding	16.0	1.26
50% surface reserved and 50% exclusive right of way with level boarding	19.0	1.32
100% Grade separation with Level boarding	21.0	1.40

* Assumes elasticity of -0.4

Headway Reductions **

50% 10 min to 5 min or 6 min to 3 min	1.41
80% 10 min to 2 min or 6 min to 1.2 min	2.23

** Assumes elasticity of -0.5

Lawrence J. Coleman
Attorney at Law
334 East Magnolia Avenue, Suite 6
Saint Paul, Minnesota 55101
(612) 776-0300

September 11, 1992

Robert Winter, Project Manager
Minnesota Dept. of Transportation
3485 Hadley Avenue North
Oakdale, Minnesota 55128

Re: LRT Scoping for Central Corridor

Dear Mr. Winter:

These written comments are hereby submitted on behalf of Earth Protector, Inc., a Minnesota corporation dedicated to the enhancement of the environment, and are intended to supplement the oral comments made at the August 26, 1992 public meeting on the transit alternatives analysis. Attached please find a central corridor LRT transit route which needs to be analyzed as a feasible and prudent alternative to the alternatives listed in the preliminary scoping package. An short analysis of the areas of impacts of the proposed alternative (hereinafter the "Pierce Butler Route") will be given below.

Transit impacts of the proposed Pierce Butler Route will be favorable compared to any of the alternatives listed in the study. Light rail transit (LRT) has the advantages of easing traffic congestion along the central corridor and providing an efficient means of public transportation. Existing rail right-of-ways will allow installation of light rail with minimal disruption to existing traffic flow due to the established infra-structure of roads, bridges and tunnels which allow traffic to pass over the rails without obstruction. Lying near the center of the central corridor population distribution, this route would allow a high volume of people to access LRT through conveniently placed hubs resulting in a reduced traffic burden upon the roadways. Bus access to the LRT could be established by hubs placed at Como, Lexington, Snelling, Hwy. 280 and the U. of M., allowing for minimal stops and efficient travel between the downtown areas.

Impact upon existing land use would be highly favorable using the Pierce Butler Route. As mentioned above, a rail right-of-way already exists along most of the Pierce Butler Route. Ample space is currently available for the construction of LRT Stations, bus drop-off points and park-and-ride facilities at each of the hubs resulting in minimal displacement of existing land uses and convenient use of the LRT by commuters.

Social impacts of the Pierce Butler Route would be favorable. Since the route would be located along an exist rail right-of-way, impacts such as noise and vibration would be minimal to nearby neighborhoods and businesses. By easing traffic congestion and facilitating transit between cities, this route would have the positive social impacts of aiding business, culture and commerce between the downtown areas. Being located near the center of the population base between the downtowns, this route would also be convenient to transit users.

Environmental impacts of the Pierce Butler Route would be highly favorable. Automobile exhaust is a major source pollution in the metropolitan area. High levels of traffic congestion exacerbate this problem. Mass transit options such as LRT will help to minimize the adverse effects of this major source of air pollution. The Pierce Butler Route is preferable due to the existing rail right-of-way and the established infra-structure along the route which would ease the environmental disruption caused by placing LRT along either University Avenue or Hwy. 94.

The financial impacts of the Pierce Butler Route are perhaps the most important reason for reviewing this alternative. The existing infra-structure of roads, bridges and tunnels will allow construction of LRT with minimal disruption to existing traffic flow and require less modification of traffic routes surrounding the LRT lines. Space available for the construction of transit hubs will allow LRT to be established with minimal displacement of existing homes and businesses and the existing rail right-of-way will allow the rail lines themselves to be established without disrupting existing traffic flows or displacement of homes and businesses.

For the above stated reasons, the Pierce Butler Route should be included as a feasible and prudent alternative for the central corridor. Regardless of which route is chosen for LRT the following comments should be addressed in the Environmental Impact Statement (EIS).

LRT will require the transit lines to be established in each of the downtown areas. Consideration must be made for placement of the rail lines at other than street level (i.e. above or below the ground) in the downtown areas. One of the main purposes of establishing a LRT system is to alleviate traffic congestion. Allowing the rail lines to be placed at ground level would result in stopping traffic while the train goes across the street resulting in greater traffic congestion. This would be particularly true during rush hour, the time when more trains would be blocking more traffic and the time when alleviation of traffic congestion is most crucial. Due to the existing skyway systems in each of the downtown areas, it is likely that an underground system in the downtown areas would be most practical.

Another issue which needs consideration is the speed of transportation between downtowns. If LRT travel takes too long, people will refuse to use and keep relying upon their cars for transportation between cities. The existing route proposal includes many stops. While convenient to local transit users, this will result in additional delays to those riding between the cities. By minimizing the amount of hubs, the time for travel between the cities will be greatly reduced and encourage increased ridership. Since most of the riders do not live within walking distance to the proposed stops but will travel to the LRT by bus, placement of a few strategically located hubs will greatly enhance both the time of travel between cities and transit ridership.

These are areas of concern which need to be address in the central corridor EIS. Please keep us on the mailing list and keep us informed of any future developments. If you have any questions or comments, please feel free to contact me.

Very Truly Yours,

Lawrence J. Coleman
Lawrence J. Coleman
Attorney for Earth Protector, Inc.

Enclosure

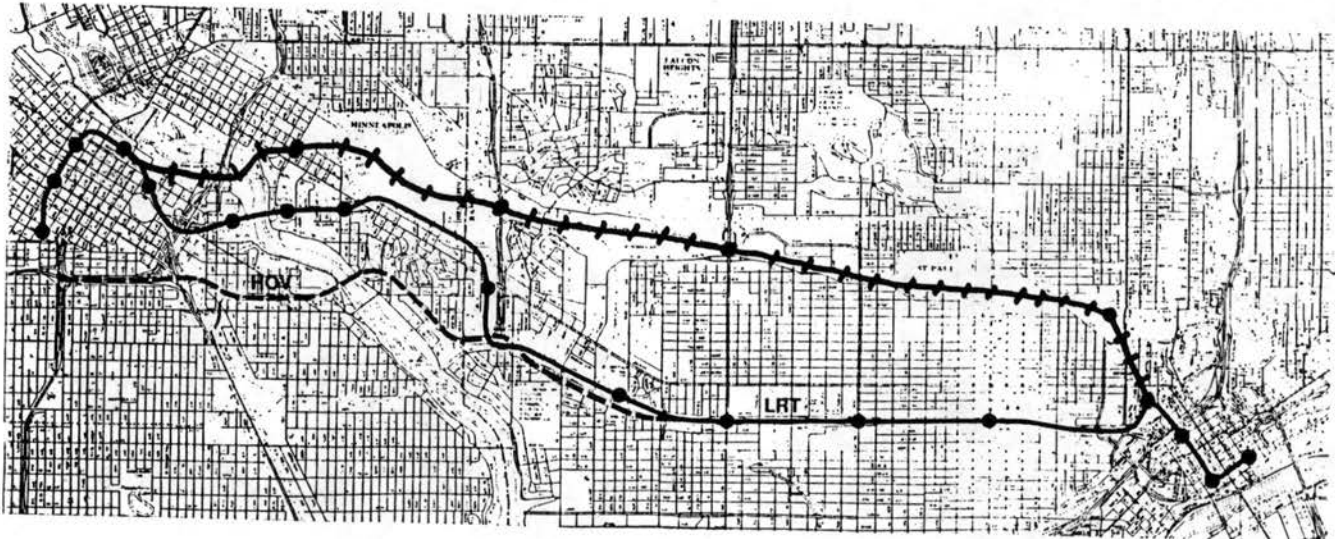
LJC/wo



Central Corridor

Alternative Proposal

Earth Protector, Inc.
1138 Plymouth Building Minneapolis, MN 55402
(612) 375-0202
Lawrence J. Coleman, Esq.





RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

3

REGIONAL RAILROAD AUTHORITY		Board Action Requested
Originating Department		Quarterly report of payments for RCRRA.
<i>Filed piegelaere</i> 11/24/92 Authorized Signature Date		July through September, 1992
		<u>ACTION IS REQUESTED</u>

Request Justification

- See attached: 1) Proposed resolution
 2) Memorandum from J. Van Houdt dated October 6, 1992

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

Comments / Recommendation

Documentation certified complete for:

Committee / Meeting Date	Signature	Date
Committee / Meeting Date December 8, 1992	<i>F. L. Glendon</i> Signature	Date 12/1/92
Board Date		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 July 1, 1992, through September 30, 1992, and a record of these disbursements is attached; Now, Therefore, Be It

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

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary

1



Office of
BUDGETING AND ACCOUNTING

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

M E M O R A N D U M

TERRY SCHUTTEN
Executive Director

JAMES H. VAN HOUDT
Director • Budgeting & Accounting

MARLEN D. JOHNSON
Accounting Manager

VERNON H. WEHLAGE
Budget Manager

TO: Terry Schutten, Executive Director
FROM: *JVH* James Van Houdt, Director - Budgeting & Accounting
SUBJECT: Ramsey County Regional Railroad Authority
Quarterly Report of Payment: July-September, 1992
DATE: October 6, 1992

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

A summary of the payments for the period are:

59101	Regional Railroad Authority Administration	\$ 61,742.79
59103	Phase I - Preliminary Engr & EIS - Midway	920.98
59105	Phase II PE-Midway Corridor	329,363.67
59106	Right-of-Way Acquisition	1,162.41
59110	Central Corridor AA/DEIS	<u>10,437.48</u>
Total		\$403,627.33

I am attaching a report of Detail Disbursements made from the Regional Railroad Authority budget for the period July through September, 1992 and a copy of the Budget Condition Report as of September 29, 1992.

JVH:EG:dmh/gcl
Attachments

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

RAMSEY COUNTY
BUDGET ACCOUNTING

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DATE 10/05/92

REGIONAL RAILROAD QTRLY REPORT
PERIOD JULY 1, 1992 THRU SEPT 30, 1992.

59101:

RAMSEY COUNTY REGIONAL RAILROAD AUTH - ADMINISTRATION

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR IIBR	WAR AMT	VENDOR NAME	
		STATE AUDITOR							
59101		020122	CA	65752	081892	00895887	579.00	MINNESOTA STATE AUDITORS	
		020122					579.00		
		COUNTY ATTORNEY SERVICES							
59101		020174	IC	61289	071792	00878562	2,583.54	IC TRNSF PMT 400 40601	300908 M00210 01
			IC	61290	071792	00878562	1,187.60	IC TRNSF PMT 400 40601	300908 M00210 02
			IC	67897	090492	00903736	1,145.93	IC TRNSF PMT 400 40601	300908 M00223 01
		020174					4,917.07		
		EXECUTIVE DIRECTOR SERVICES							
59101		020176	IC	63662	080792	00889973	2,126.95	IC TRNSF PMT 400 40301	300908 A00545 01
			IC	63663	080792	00889973	2,307.20	IC TRNSF PMT 400 40301	300908 A00548 01
			IC	63664	080792	00889973	1,802.50	IC TRNSF PMT 400 40301	300908 A00546 01
			IC	63665	080792	00889973	2,956.10	IC TRNSF PMT 400 40301	300908 A00547 01
			IC	63666	080792	00889973	3,280.55	IC TRNSF PMT 400 40301	300908 A00549 01
			IC	63670	080792	00889973	1,820.53	IC TRNSF PMT 400 40301	300908 A00550 01
			IC	69925	091892	00911036	1,595.16	IC TRNSF PMT 400 40301	300908 A00555 01
		020176					15,888.99		
		BUDGETING AND ACCOUNTING SERVICES							
59101		020179	IC	63667	080792	00889973	396.94	IC TRNSF PMT 400 40303	300908 A00544 01
			IC	66136	082192	00897237	1,426.43	IC TRNSF PMT 400 40303	300908 A00551 01
			IC	70856	092592	00913648	648.38	IC TRNSF PMT 400 40303	300908 A00554 01
		020179					2,471.75		
		DATA PROCESSING SERVICES-MTCE							
59101		020185	IC	61291	071792	00878562	7.80	IC TRNSF PMT 574 57401	301385 C02775 01
			IC	61292	071792	00878562	135.26	IC TRNSF PMT 574 57401	301385 C02775 02
			IC	62088	072492	00881782	7.80	IC TRNSF PMT 574 57401	301385 C02918 01
			IC	62089	072492	00881782	226.98	IC TRNSF PMT 574 57401	301385 C02918 02
			IC	62090	072492	00881782	7.80	IC TRNSF PMT 574 57401	301385 C02845 01
			IC	62091	072492	00881782	122.77	IC TRNSF PMT 574 57401	301385 C02845 02
			IC	63668	080792	00889973	7.80	IC TRNSF PMT 574 57401	301385 C02989 01
			IC	63669	080792	00889973	181.24	IC TRNSF PMT 574 57401	301385 C02989 02
			CA	66455	082592	00899177	192.90	COMTECH INC	
			IC	68744	091192	00907040	7.80	IC TRNSF PMT 574 57401	301385 C03057 01
			IC	68745	091192	00907040	221.49	IC TRNSF PMT 574 57401	301385 C03057 02
		020185					1,119.64		
		COUNTY PROJECT MANAGEMENT SERVICES							
59101		020193	IC	61293	071792	00878562	128.31	IC TRNSF PMT 400 47109	300434 B01763 01
			IC	61293A	071792	00878562	77.61	IC TRNSF PMT 400 47101	300166 B01763 02
			IC	62092	072492	00881782	1,379.95	IC TRNSF PMT 400 40801	300908 A00041 01
			IC	62093	072492	00881782	1,286.92	IC TRNSF PMT 400 40801	300908 A00041 02
			IC	62094	072492	00881782	1,953.63	IC TRNSF PMT 400 40801	300908 A00041 03
			IC	62095	072492	00881782	1,953.63	IC TRNSF PMT 400 40801	300908 A00041 04
			IC	62096	072492	00881782	1,922.62	IC TRNSF PMT 400 40801	300908 A00041 05

RAMSEY COUNTY
BUDGET ACCOUNTING

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REGIONAL RAILROAD QTRLY REPORT
PERIOD JULY 1, 1992 THRU SEPT 30, 1992.

59101:

RAMSEY COUNTY REGIONAL RAILROAD AUTH ADMINISTRATION

RFC	DEPT	OBJECT COUNTY PROJECT	CLAIM ID MANAGEMENT	CLAIM NDR SERVICES	WAR DATE	WAR NDR	WAR AMT	VENDOR NAME			
	59101	020193	IC	62097	072492	00881782	3,622.31	IC TRNSF PMT 400 47102	300434	B01766	01
			IC	62097A	072492	00881782	1,012.11	IC TRNSF PMT 400 47101	300166	B01766	02
			IC	63672	080792	00889973	2,470.93	IC TRNSF PMT 400 47102	300434	B01793	01
			IC	63673	080792	00889973	889.53	IC TRNSF PMT 400 47102	300434	B01793	02
			IC	63673A	080792	00889973	938.95	IC TRNSF PMT 400 47101	300166	B01793	03
			IC	63676	080792	00889973	62.90	IC TRNSF PMT 400 47109	300434	B01794	01
			IC	63677	080792	00889973	5.74	IC TRNSF PMT 400 47109	300434	B01794	02
			IC	68746	091192	00907040	1,732.86	IC TRNSF PMT 400 47102	300434	B01864	01
			IC	68747	091192	00907040	623.82	IC TRNSF PMT 400 47102	300434	B01864	02
			IC	68747A	091192	00907040	658.48	IC TRNSF PMT 400 47101	300166	B01864	03
		020193					20,720.30				
		POSTAGE									
	59101	020202	IC	63674	080792	00889973	5.32	IC TRNSF PMT 521 52104	350323	W01555	01
			IC	63675	080792	00889973	95.62	IC TRNSF PMT 521 52104	350323	W01555	02
			IC	66137	082192	00897237	7.98	IC TRNSF PMT 521 52104	350323	W01589	01
			IC	66138	082192	00897237	133.99	IC TRNSF PMT 521 52104	350323	W01589	02
		020202					242.91				
		TELEPHONE LONG DISTANCE CHARGES									
	59101	020207	CA	61440A	072192	00880211	24.87	U S WEST COMMUNICATIONS			
			CA	62587A	073192	00886178	6.72	U S WEST COMMUNICATIONS			
		020207					31.59				
		TELEPHONE-LOCAL SERVICE									
	59101	020208	CA	61440	072192	00880211	104.14	U S WEST COMMUNICATIONS			
			CA	62587	073192	00886178	117.14	U S WEST COMMUNICATIONS			
		020208					221.28				
		TELEPHONE-EQUIPMENT RENTAL									
	59101	020209	CA	70761	092592	00914297	2.83	ST PAUL CITY OF			
		020209					2.83				
		MESSENGER SERVICE									
	59101	020305	CA	64051	080792	00890011	10.10	ROADRUNNER TRANSPORTATION INC			
			CA	65753	081892	00895256	9.65	ROADRUNNER TRANSPORTATION INC			
			CA	68379	090992	00906373	35.70	ROADRUNNER TRANSPORTATION INC			
			CA	69907	091892	00911084	28.75	ROADRUNNER TRANSPORTATION INC			
			CA	70748	092592	00914327	14.80	ROADRUNNER TRANSPORTATION INC			
		020305					99.00				
		PRINTING & STATIONERY									
	59101	020501	CA	59379	070292	00872271	79.03	SKYWAY PRINTING			
			IC	63678	080792	00889973	149.86	IC TRNSF PMT 400 41202	300404	H02493	01
			CA	64183	081192	00892390	539.36	THIOELE PRINTING			
			IC	66139	082192	00897237	209.99	IC TRNSF PMT 400 41202	300404	H02548	01
		020501					978.24				

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BUDGET ACCOUNTING

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REGIONAL RAILROAD QTRLY REPORT
PERIOD JULY 1, 1992 THRU SEPT 30, 1992.

59101:

RAMSEY COUNTY REGIONAL RAILROAD AUTH ADMINISTRATION

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME
59101		EQUIPMENT & MACHINERY REPAIRS						
		020803	CA	70749	092592	00913998	98.89	COPY DUPLICATING-PRODUCTS INC
		020803					98.89	
59101		BUILDING & OFFICE SPACE RENTAL						
		020906	IC	64514	081492	00893693	1,782.14	IC TRNSF PMT 576 57601 360513 Y00053 01
		020906					1,782.14	
59101		PARKING SPACE						
		020909	CA	61155	071792	00879019	10.00	VICTORY PARKING INC
			CA	64052	080792	00890612	110.00	ZEHRLING & ANGLESIN INC
			CA	68380	090992	00906367	110.00	ZEHRLING & ANGLESIN
		020909					230.00	
59101		BOOKS, PERIODICALS, SUBSCRIPTIONS						
		021101	CA	64053	080792	00890613	35.00	CITIZENS LEAGUE
		021101					35.00	
59101		MOVING EXPENSE						
		021172	CA	66042	082192	00897878	1,902.84	BERGER TRANSFER & STORAGE
		021172					1,902.84	
59101		INTEREST						
		021192	PV	164104	072892	00884426	113.23	COPY DUPLICATING-PRODUCTS INC
			PD	803701	081892	00895888	25.65	SURPLUS OFFICE SUPPLY
		021192					138.88	
59101		CONFERENCE & SEMINAR EXPENSES						
		021403	CA	60927	071792	00879444	434.65	DESPIEGELAERE KATHRYN
			CA	61156	071792	00879445	273.00	CARLSON TRAVEL NETWORK
			CA	61156	072492	00000000	-273.00	JE01598
			CA	62529	072892	00884821	25.00	CARLSON TRAVEL NETWORK
		021403					459.65	
59101		VOLUNTEER/COMMITTEE MEETING EXPENSE						
		021408	CA	64182	081192	00892391	11.25	COFFEE MILL
		021408					11.25	
59101		CED MEETING EXPENSE ACCOUNT						
		021409	CA	60928	071792	00879444	40.03	DESPIEGELAERE KATHRYN
			CA	60929	071792	00879444	18.55	DESPIEGELAERE KATHRYN
			CA	62131	072492	00883569	28.65	DESPIEGELAERE KATHRYN
			CA	62990	073192	00887131	28.54	DESPIEGELAERE KATHRYN
			CA	62991	073192	00887131	63.63	DESPIEGELAERE KATHRYN
			CA	63312	080492	00888296	30.88	DESPIEGELAERE KATHRYN
			CA	64184	081192	00892392	28.54	DESPIEGELAERE KATHRYN
		021409					238.82	

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RAMSEY COUNTY
BUDGET ACCOUNTING

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REGIONAL RAILROAD QTRLY REPORT
PERIOD JULY 1, 1992 THRU SEPT 30, 1992.

59101:

RAMSEY COUNTY REGIONAL RAILROAD AUTH - ADMINISTRATION

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME
		OFFICE SUPPLIES						
	59101	030101	CA	61425	072192	00880164	55.23	ST PAUL CITY OF
			CA	62530	072892	00884822	86.60	COPY DUPLICATING-PRODUCTS INC
			CA	62531	072892	00884823	100.49	FIDELITY PRODUCTS
			CA	62532	072892	00884824	258.50	GENERAL OFFICE PROD CO
			CA	64054	080792	00890596	92.93	GENERAL OFFICE PROD CO
			CA	64055	080792	00890596	93.29	GENERAL OFFICE PROD CO
			CA	65754	081892	00895889	77.88	GENERAL OFFICE PROD CO
			CA	66456	082592	00898754	283.41	ST PAUL CITY OF
			CA	68168	090492	00904423	23.64	GENERAL OFFICE PROD CO
			CA	69908	091892	00911441	11.14	SKYWAY PRINT
			CA	70750	092592	00914328	13.23	GENERAL OFFICE PROD CO
			CA	70751	092592	00914329	72.84	SILHOUETTE IMAGING CORP
		030101					1,169.18	
		EQUIPMENT						
R91	59101	040300	PV	164104	072892	00884426	7,548.54	COPY DUPLICATING-PRODUCTS INC
R91			PO	R03701	080792	00890614	855.00	SURPLUS OFFICE SUPPLY
		040300					8,403.54	

RAMSEY COUNTY REGIONAL RAILROAD AUTH ADMINISTRATION: 61,742.79

RAMSEY COUNTY
BUDGET ACCOUNTING

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REGIONAL RAILROAD QTRLY RPT
PERIOD JULY 1, 1992 THRU SEPT 30, 1992.

59103 -

RCRRA PHASE 1 PRELIM ENGR * EIS

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR HBR	WAR AMT	VENDOR NAME	
		EXECUTIVE DIRECTOR SERVICES							
59103		020176	IC	63662A	080792	00889973	126.18	IC TRNSF PMT 400 40301	300908 A00545 02
			IC	63670A	080792	00889973	108.15	IC TRNSF PMT 400 40301	300908 A00550 02
			IC	69925A	091892	00911036	113.94	IC TRNSF PMT 400 40301	300908 A00555 02
		020176					348.27		
		DATA PROCESSING SERVICES-MTCE							
59103		020185	IC	61292A	071792	00878562	14.37	IC TRNSF PMT 574 57401	301385 C02775 02
		020185					14.37		
		COUNTY PROJECT MANAGEMENT SERVICES							
59103		020193	IC	63679	080792	00889973	256.72	IC TRNSF PMT 400 47102	300434 B01792 01
			IC	63680	080792	00889973	78.29	IC TRNSF PMT 400 47102	300434 B01792 02
			IC	68748	091192	00907040	128.36	IC TRNSF PMT 400 47102	300434 B01862 01
			IC	68749	091192	00907040	46.20	IC TRNSF PMT 400 47102	300434 B01862 02
			IC	68749A	091192	00907040	48.77	IC TRNSF PMT 400 47101	300166 B01862 03
		020193					558.34		

RCRRA PHASE 1 PRELIM ENGR * EIS

920.98

RAMSEY COUNTY
BUDGET ACCOUNTING

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REGIONAL RAILROAD QTRLY REPORT
PERIOD JULY 1, 1992 THRU SEPT 30, 1992.

59105:

PHASE II PE-MIDWAY CORRIDOR

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME		
		CONSULTING SERVICES								
59105		020102	CA	PA270	080792	00890615	119,722.35	BRW INC		
			CA	PA270	091492	00909247	112,625.52	BRW INC		
			CA	PA270	092592	00914330	60,970.33	BRW INC		
		020102					293,318.20			
		EXECUTIVE DIRECTOR SERVICES								
59105		020176	IC	63662B	080792	00889973	3,821.30	IC TRNSF PMT 400 40301	300908	A00545 03
			IC	63663A	080792	00889973	3,460.80	IC TRNSF PMT 400 40301	300908	A00548 02
			IC	63664A	080792	00889973	3,677.10	IC TRNSF PMT 400 40301	300908	A00546 02
			IC	63665A	080792	00889973	2,811.90	IC TRNSF PMT 400 40301	300908	A00547 02
			IC	63666A	080792	00889973	1,874.60	IC TRNSF PMT 400 40301	300908	A00549 02
			IC	63671	080792	00889973	1,099.53	IC TRNSF PMT 400 40301	300908	A00550 03
			IC	69925B	091892	00911036	1,272.33	IC TRNSF PMT 400 40301	300908	A00555 03
		020176					18,017.56			
		DATA PROCESSING SERVICES-MTCE								
59105		020185	IC	61292B	071792	00878562	233.83	IC TRNSF PMT 574 57401	301385	C02775 02
			IC	62089A	072492	00881782	175.43	IC TRNSF PMT 574 57401	301385	C02918 02
			IC	62091A	072492	00881782	256.07	IC TRNSF PMT 574 57401	301385	C02845 02
			IC	63669A	080792	00889973	207.50	IC TRNSF PMT 574 57401	301385	C02989 02
			IC	68745A	091192	00907040	102.83	IC TRNSF PMT 574 57401	301385	C03057 02
		020185					975.66			
		COUNTY PROJECT MANAGEMENT SERVICES								
59105		020193	IC	62098	072492	00881782	3,240.55	IC TRNSF PMT 400 40801	300908	A00042 01
			IC	62099	072492	00881782	2,062.17	IC TRNSF PMT 400 40801	300908	A00042 02
			IC	62100	072492	00881782	1,891.61	IC TRNSF PMT 400 40801	300908	A00042 03
			IC	62101	072492	00881782	1,271.41	IC TRNSF PMT 400 40801	300908	A00042 04
			IC	62102	072492	00881782	868.28	IC TRNSF PMT 400 40801	300908	A00042 05
			IC	62103	072492	00881782	2,051.19	IC TRNSF PMT 400 47102	300434	B01764 01
			IC	62103A	072492	00881782	573.12	IC TRNSF PMT 400 47101	300166	B01764 02
			IC	63677A	080792	00889973	16.90	IC TRNSF PMT 400 47109	300434	B01794 02
			IC	63677B	080792	00889973	51.74	IC TRNSF PMT 400 47101	300166	B01794 03
			IC	63681	080792	00889973	1,508.23	IC TRNSF PMT 400 47102	300434	B01791 01
			IC	63682	080792	00889973	542.96	IC TRNSF PMT 400 47102	300434	B01791 02
			IC	63682A	080792	00889973	573.12	IC TRNSF PMT 400 47101	300166	B01791 03
			IC	68750	091192	00907040	1,379.87	IC TRNSF PMT 400 47102	300434	B01865 01
			IC	68751	091192	00907040	496.75	IC TRNSF PMT 400 47102	300434	B01865 02
			IC	68751A	091192	00907040	524.35	IC TRNSF PMT 400 47101	300166	B01865 03
		020193					17,052.25			

PHASE II PE-MIDWAY CORRIDOR

329,363.67

RAMSEY COUNTY BUDGET ACCOUNTING

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REGIONAL RAILROAD DAILY REPORT
PERIOD JULY 1, 1992 THRU SEPT 30, 1992.

59106:

RIGHT-OF-WAY ACQUISITION

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR NBR	WAR AMT	VENDOR NAME	
59106		COUNTY ATTORNEY SERVICES	IC	67898	090492	00903736	583.38	IC TRNSF PMT 400 40601	300908 M00223 02
		020174					583.38		
59106		EXECUTIVE DIRECTOR SERVICES	IC	63666B	080792	00889973	36.05	IC TRNSF PMT 400 40301	300908 A00549 03
		020176	IC	63671A	080792	00889973	36.05	IC TRNSF PMT 400 40301	300908 A00550 04
		020176					72.10		
59106		DATA PROCESSING SERVICES-MTCE	IC	68745B	091192	00907040	2.50	IC TRNSF PMT 574 57401	301385 C03057 02
		020185					2.50		
59106		SURVEYING SERVICE	IC	59547	071092	00875601	107.68	IC TRNSF PMT 400 47110	300188 B01767 01
		020192	IC	59548	071092	00875601	21.12	IC TRNSF PMT 400 47110	300188 B01767 02
			IC	59549	071092	00875601	46.36	IC TRNSF PMT 400 47110	300188 B01767 03
			IC	59549A	071092	00875601	105.95	IC TRNSF PMT 400 47101	300166 B01767 04
		020192					281.11		
59106		COUNTY PROJECT MANAGEMENT SERVICES	IC	62104	072492	00881782	87.28	IC TRNSF PMT 400 47102	300434 B01765 01
		020193	IC	62104A	072492	00881782	24.38	IC TRNSF PMT 400 47101	300166 B01765 02
			IC	63680A	080792	00889973	14.12	IC TRNSF PMT 400 47102	300434 B01792 02
			IC	63680B	080792	00889973	97.54	IC TRNSF PMT 400 47101	300166 B01792 03
		020193					223.32		

RIGHT-OF-WAY ACQUISITION

1,162.41

RAMSEY COUNTY
BUDGET ACCOUNTING

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REGIONAL RAILROAD QTRLY REPORT
PERIOD JULY 1, 1992 THRU SEPT 30, 1992.

59110:

CENTRAL CORRIDOR AA/DEIS

RFC	DEPT	OBJECT	CLAIM ID	CLAIM NBR	WAR DATE	WAR I.BR	WAR AMT	VENDOR NAME	
		EXECUTIVE DIRECTOR SERVICES							
59110		020176	IC	63671B	080792	00889973	973.35	IC TRNSF PMT 400 40301	300908 A00550 05
			IC	69925C	091892	00911036	2,183.85	IC TRNSF PMT 400 40301	300908 A00555 04
		020176					3,157.20		
		COUNTY PROJECT MANAGEMENT SERVICES							
59110		020193	IC	63683	090492	00903736	1,315.69	IC TRNSF PMT 400 47102	300434 B01790 01
			IC	63684	090492	00903736	473.64	IC TRNSF PMT 400 47102	300434 B01790 02
			IC	63684A	090492	00903736	499.96	IC TRNSF PMT 400 47101	300166 B01790 03
			IC	68752	091192	00907040	2,374.66	IC TRNSF PMT 400 47102	300434 B01863 01
			IC	68753	091192	00907040	854.87	IC TRNSF PMT 400 47102	300434 B01863 02
			IC	68753A	091192	00907040	902.37	IC TRNSF PMT 400 47101	300166 B01863 03
		020193					6,421.19		
		CONFERENCE & SEMINAR EXPENSE							
59110		021403	CA	64056	080792	00890616	586.09	DESPIEGELAERE	KATHRYN
			CA	JE1598	072192	00000000	273.00	CARLSON TRAVEL JE1598	
		021403					859.09		
		CENTRAL CORRIDOR AA/DEIS					10,437.48		

R A M S E Y C O U N T Y
BUDGET ACCOUNTING

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REGIONAL RAILROAD QTRLY REPORT
PERIOD JULY 1, 1992 THRU SEPT 30, 1992.

CENTRAL CORRIDOR AA/DEIS

[illegible]

RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT YTD	EXPD
59101	RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY								
020102	CONSULTING SERVICES 146,605.67	0.00	0.00	146,605.67	146,605.67	0.00	6,894.33		
020122	STATE AUDITOR 3,000.00	1,715.00	0.00	1,285.00	1,285.00	0.00	0.00	57.17	
020154	LEGISLATIVE REPRESENTATIVE 25,000.00	5,000.00	0.00	20,000.00	20,000.00	0.00	0.00	20.00	
020174	COUNTY ATTORNEY SERVICES 35,000.00	9,646.62	0.00	25,353.38	25,353.38	0.00	0.00	27.56	
020176	EXECUTIVE DIRECTOR-SERVICES 68,000.00	15,888.99	0.00	52,111.01	52,111.01	0.00	0.00	23.37	
020179	BUDGETING AND ACCOUNTING SERVICES 20,000.00	7,451.49	0.00	12,548.51	12,548.51	0.00	0.00	37.26	
020195	DATA PROCESSING SERVICES-MTCE 7,200.00	1,127.44	0.00	6,072.56	6,072.56	0.00	0.00	15.66	
020193	COUNTY PROJECT MANAGEMENT SERVICES 112,700.00	47,320.70	0.00	65,379.30	65,379.30	0.00	11,500.00	41.99	
020194	PUBLIC INFORMATION SERVICES 30,000.00	0.00	0.00	30,000.00	30,000.00	0.00	0.00		
020202	POSTAGE 5,800.00	1,015.23	0.00	4,784.77	4,784.77	0.00	0.00	17.50	
020207	TELEPHONE LONG DISTANCE CHARGES 380.00	193.09	0.00	186.91	186.91	0.00	0.00	50.81	
020208	TELEPHONE-LOCAL SERVICE 1,173.00	753.20	0.00	419.80	419.80	0.00	87.00	64.21	
020209	TELEPHONE-EQUIPMENT RENTAL 0.00	89.83	0.00	89.83CR	89.83CR	0.00	0.00		
020301	TRANSPORTATION ALLOWANCE 700.00	0.00	0.00	700.00	700.00	0.00	0.00		

RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59101	RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY			* CONTINUED *				
020305	MESSENGER SERVICE 500.00	579.35	0.00	20.65	20.65	0.00	0.00	96.56
020401	PUBLISHING MINUTES & NOTICES 7,497.00	0.00	0.00	7,497.00	7,497.00	0.00	1,063.00	
020501	PRINTING & STATIONERY 17,140.00	4,283.01	0.00	12,856.99	12,856.99	0.00	3,660.00	24.99
020611	LIABILITY & PROPERTY DAMAGE 500.00	585.08	0.00	85.08CR	85.08CR	500.00	0.00	117.02
020803	EQUIPMENT & MACHINERY REPAIRS 563.00	98.89	0.00	464.11	464.11	563.00	0.00	17.56
020903	EQUIPMENT & MACHINERY-RENTAL 500.00	250.00	0.00	250.00	250.00	500.00	0.00	50.00
020906	BUILDINGS & OFFICE SPACE 4,294.33	1,782.14	0.00	2,512.19	2,512.19	4,294.33	0.00	41.50
020909	PARKING SPACE 2,583.00	1,247.00	0.00	1,336.00	1,336.00	87.00	0.00	48.28
021101	BOOKS, PERIODICALS, SUBSCRIPTIONS 250.00	195.00	0.00	55.00	55.00	0.00	0.00	78.00
021134	TUITION 750.00	0.00	0.00	750.00	750.00	0.00	0.00	
021172	MOVING EXPENSE 2,600.00	1,902.84	0.00	697.16	697.16	2,600.00	0.00	73.19
021192	INTEREST 0.00	139.65	0.00	139.65CR	139.65CR	0.00	0.00	
021226	COMMITTEE COMPENSATION 1,800.00	0.00	0.00	1,800.00	1,800.00	0.00	1,200.00	
021401	MEMBERSHIP & DUES 500.00	0.00	0.00	500.00	500.00	0.00	0.00	

RFC

FUND NJ. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59101	RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY			* CONTINUED *				
021403	CONFERENCE & SEMINAR EXPENSES 6,000.00	2,583.86	0.00	3,416.14	3,416.14	0.00	0.00	43.06
021407	OTHER TRAVEL 20,000.00	2,526.92	0.00	17,473.08	17,473.08	0.00	0.00	12.63
021408	VOLUNTEER/COMMITTEE MEETING EXPENSE 2,500.00	68.75	0.00	2,431.25	2,431.25	0.00	500.00	2.75
021409	CEC MEETING EXPENSES ACCOUNT 5,500.00	2,114.22	0.00	3,385.78	3,385.78	0.00	0.00	38.44
022213	TRANSIT JOINT POWERS 33,660.00	33,660.00	0.00	0.00	0.00	3,660.00	0.00	100.00
TOTL 02	562,796.00	142,218.30	0.00	420,577.70	420,577.70	12,204.33	24,904.33	25.27
030101	OFFICE SUPPLIES 2,000.00	1,782.08	0.00	217.92	217.92	0.00	0.00	89.10
040300	EQUIPMENT 1,200.00	324.30	0.00	875.70	875.70	1,200.00	0.00	27.03
051001	CONTINGENT APPROPRIATIONS 347,700.00	0.00	0.00	347,700.00	347,700.00	0.00	52,300.00	
CURR JRG-TOT	913,696.00	144,324.68	0.00	769,371.32	769,371.32	13,404.33	77,204.33	15.80

BA113 BUDGET CONDITION REPORT
RFBA113 09 28 92

RAMSEY COUNTY
ACCOUNTING DEPT
09 29 92

P 1016

PCT OF YEAR ELAPSED = 74.59

RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT YTD	EXPD
R91 59101	RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY								
000000	80,514.13	51,141.98	0.00	29,372.15	29,372.15	0.00	0.00	63.52	
ORG-TOT	994,210.13	195,466.66	0.00	798,743.47	798,743.47	13,404.33	77,204.33	19.66	

RFC

FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59103	RCRA - PHASE 1 PRELIMINARY ENGINEERING							
020102	CONSULTING SERVICES 113,896.87	30,395.23	52,298.98	83,501.64	31,202.66	0.00	0.00	26.69
020174	COUNTY ATTORNEY SERVICES 4,278.06	0.00	0.00	4,278.06	4,278.06	0.00	0.00	
020176	EXECUTIVE DIRECTOR-SERVICES 70.20	348.27	0.00	278.07CR	278.07CR	0.00	0.00	496.11
020179	BUDGETING AND ACCOUNTING SERVICES 1,202.17	0.00	0.00	1,202.17	1,202.17	0.00	0.00	
020185	DATA PROCESSING SERVICES-MTCE 73.96	66.23	0.00	7.73	7.73	0.00	0.00	89.55
020193	COUNTY PROJECT MANAGEMENT SERVICES 19,948.46	1,833.38	0.00	18,115.08	18,115.08	0.00	0.00	9.19
020194	PUBLIC INFORMATION SERVICES 2,429.75	0.00	0.00	2,429.75	2,429.75	0.00	0.00	
020202	POSTAGE 10.98	0.00	0.00	10.98	10.98	0.00	0.00	
020305	MESSENGER SERVICE 49.05	0.00	0.00	49.05	49.05	0.00	0.00	
020401	PUBLISHING MINUTES & NOTICES 579.90	0.00	0.00	579.90	579.90	0.00	0.00	
020501	PRINTING & STATIONERY 32.67	20.56	0.00	12.11	12.11	0.00	0.00	62.93
021192	INTEREST 0.00	0.00	0.00	0.00	0.00	0.00	0.00	
021226	COMMITTEE COMPENSATION 100.00	0.00	0.00	100.00	100.00	0.00	0.00	
021407	OTHER TRAVEL 0.36	0.00	0.00	0.36	0.36	0.00	0.00	

3A113 BUD CONDITION REPORT
RF3A113 09 28 92

RAMSEY COUNTY
ACCOUNTING D
09 29 92

P 1018
PCT OF YEAR ELAPSED = 74.59

RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID LIUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59103	RCRRA - PHASE 1 PRELIMINARY ENGINEERING							
	VOLUNTEER/COMMITTEE MEETING EXPENSE							
021408	0.27	0.00	0.00	0.27	0.27	0.00	0.00	
--								
TOTL 02	142,672.70	32,663.67	52,298.98	110,009.03	57,710.05	0.00	0.00	22.89
ORG-TOT	142,672.70	32,663.67	52,298.98	110,009.03	57,710.05	0.00	0.00	22.89

RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59105	PHASE II PE-MIDWAY CORRIDOR							
020102	CONSULTING SERVICES 2,933,425.23	1,050,880.75	1,541,544.48	1,074,544.48	333,000.00	0.00	0.00	36.10
--								
020174	COUNTY ATTORNEY SERVICES 46,723.90	41.67	0.00	46,682.23	46,682.23	0.00	0.00	.09
--								
020176	EXECUTIVE DIRECTOR-SERVICES 31,081.23	20,036.36	0.00	11,044.87	11,044.87	0.00	0.00	64.46
--								
020179	BUDGETING AND ACCOUNTING SERVICES 10,000.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00	
--								
020185	DATA PROCESSING SERVICES-ITCE 3,159.83	1,831.97	0.00	1,327.86	1,327.86	0.00	0.00	57.98
--								
020193	COUNTY PROJECT MANAGEMENT SERVICES 308,169.85	62,389.70	0.00	245,780.15	245,780.15	0.00	0.00	20.25
--								
020202	POSTAGE 3,412.81	0.00	0.00	3,412.81	3,412.81	0.00	0.00	
--								
020401	PUBLISHING MINUTES & NOTICES 3,976.60	0.00	0.00	3,976.60	3,976.60	0.00	0.00	
--								
020501	PRINTING & STATIONERY 9,889.28	57.22	0.00	9,832.06	9,832.06	0.00	0.00	.58
--								
021192	INTEREST 0.00	0.00	0.00	0.00	0.00	0.00	0.00	
--								
021226	COMMITTEE COMPENSATION 1,000.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00	
--								
021407	OTHER TRAVEL 11,262.79	356.59	0.00	10,906.20	10,906.20	0.00	0.00	3.17
--								
021408	VOLUNTEER/COMMITTEE MEETING EXPENSE 915.80	0.00	0.00	915.80	915.80	0.00	0.00	
--								
TOTL 02	3,363,017.32	1,143,594.26	1,541,544.48	2,219,423.06	677,878.58	0.00	0.00	34.01
JRG-TOT	3,363,017.32	1,143,594.26	1,541,544.48	2,219,423.06	677,878.58	0.00	0.00	34.01

8A113 BU CONDITION REPORT
RFB113 09 28 92

RAMSEY COUNTY
ACCOUNTING CLERK
09 29 92

E1020

PCT OF YEAR ELAPSED = 74.59

RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59106	RIGHT-OF-WAY ACQUISITION							
020109	REAL ESTATE APPRAISERS SERVICE 9,000.00	9,000.00	0.00	0.00	0.00	0.00	0.00	100.00
020174	COUNTY ATTORNEY SERVICES 33,466.25	20,554.91	0.00	12,911.34	12,911.34	0.00	0.00	61.42
020176	EXECUTIVE DIRECTOR-SERVICES 1,357.56	72.10	0.00	1,285.46	1,285.46	0.00	0.00	5.31
020179	BUDGETING AND ACCOUNTING SERVICES 1,963.92	0.00	0.00	1,963.92	1,963.92	0.00	0.00	
020185	DATA PROCESSING SERVICES-MTCE 399.61	10.84	0.00	388.77	388.77	0.00	0.00	2.71
020192	SURVEYING SERVICE 13,639.91	9,361.73	0.00	4,278.18	4,278.18	8,000.00	0.00	68.63
020193	COUNTY PROJECT MANAGEMENT SERVICES 7,499.03	333.87	0.00	7,165.16	7,165.16	0.00	0.00	4.45
020202	POSTAGE 467.74	0.00	0.00	467.74	467.74	0.00	0.00	
020401	PUBLISHING MINUTES & NOTICES 500.00	0.00	0.00	500.00	500.00	0.00	0.00	
020501	PRINTING & STATIONERY 500.00	0.00	0.00	500.00	500.00	0.00	0.00	
021172	INTEREST 0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTL 02	68,794.02	39,333.45	0.00	29,460.57	29,460.57	8,000.00	0.00	57.18
JRG-TOT	68,794.02	39,333.45	0.00	29,460.57	29,460.57	8,000.00	0.00	57.18

RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT YTD	EXPD YTD
59108	SOUTH CORRIDOR STUDY								
020102	CONSULTING SERVICES 5,093.01	2,366.61	0.00	2,726.40	2,726.40	0.00	0.00	46.47	
020174	COUNTY ATTORNEY SERVICES 0.55	0.00	0.00	0.55	0.55	0.00	0.00		
020176	EXECUTIVE DIRECTOR-SERVICES 66.45	0.00	0.00	66.45	66.45	0.00	0.00		
020179	BUDGETING AND ACCOUNTING SERVICES 197.97	0.00	0.00	197.97	197.97	0.00	0.00		
020185	DATA PROCESSING SERVICES-ITCE 1.07	186.49	0.00	185.42CR	185.42CR	0.00	0.00	7428.97	
020193	COUNTY PROJECT MANAGEMENT SERVICES 55.00	791.76	0.00	736.76CR	736.76CR	0.00	0.00	1439.56	
020202	POSTAGE 5.43	0.00	0.00	5.43	5.43	0.00	0.00		
020305	MESSENGER SERVICE 25.00	0.00	0.00	25.00	25.00	0.00	0.00		
020401	PUBLISHING MINUTES & NOTICES 6.25	7.68	0.00	1.43CR	1.43CR	0.00	0.00	122.88	
020501	PRINTING & STATIONERY 81.88	0.00	0.00	81.88	81.88	0.00	0.00		
021192	INTEREST 0.00	0.00	0.00	0.00	0.00	0.00	0.00		
021226	COMMITTEE COMPENSATION 100.00	0.00	0.00	100.00	100.00	0.00	0.00		
021408	VOLUNTEER/COMMITTEE MEETING EXPENSE 100.00	0.00	0.00	100.00	100.00	0.00	0.00		
TOTL 02	5,732.61	3,352.54	0.00	2,380.07	2,380.07	0.00	0.00	58.48	
ORG-TOT	5,732.61	3,352.54	0.00	2,380.07	2,380.07	0.00	0.00	58.48	

BA113 BU CONDITION REPORT
RFBA113 09 28 92

RAMSEY COUNTY
ACCOUNTING LEFT
09 29 92

1022

PCT OF YEAR ELAPSED = 74.59

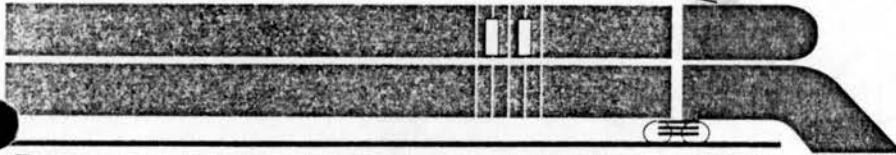
RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADD. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59109	RCRRA - NORTHEAST CORRIDOR MAINTENANCE							
	PUBLIC LIABILITY INSURANCE							
020618	4,000.00	0.00	0.00	4,000.00	4,000.00	0.00	0.00	
	GROUNDS-REPAIRS							
020834	36,000.00	0.00	0.00	36,000.00	36,000.00	0.00	0.00	
	INTEREST							
021192	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	SIGNS & SIGN REPAIRS							
030507	30,000.00	0.00	0.00	30,000.00	30,000.00	0.00	0.00	
IRG-TOT	70,000.00	0.00	0.00	70,000.00	70,000.00	0.00	0.00	

RFC
FUND NJ. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NJ.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59110	CENTRAL CORRIDOR AA/DEIS							
020102	CONSULTING SERVICES 20,000.00	0.00	0.00	20,000.00	20,000.00	20,000.00	0.00	
020174	COUNTY ATTORNEY SERVICES 5,000.00	0.00	0.00	5,000.00	5,000.00	5,000.00	0.00	
020176	EXECUTIVE DIRECTOR-SERVICES 10,000.00	3,157.20	0.00	6,842.80	6,842.80	10,000.00	0.00	31.57
020179	BUDGETING AND ACCOUNTING SERVICES 3,000.00	0.00	0.00	3,000.00	3,000.00	3,000.00	0.00	
020185	DATA PROCESSING SERVICES-MTCE 1,000.00	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00	
020193	COUNTY PROJECT MANAGEMENT SERVICES 11,500.00	6,421.19	0.00	5,078.81	5,078.81	11,500.00	0.00	55.84
020202	POSTAGE 500.00	0.00	0.00	500.00	500.00	500.00	0.00	
020401	PUBLISHING MINUTES & NOTICES 300.00	0.00	0.00	300.00	300.00	300.00	0.00	
020501	PRINTING & STATIONERY 500.00	0.00	0.00	500.00	500.00	500.00	0.00	
021226	COMMITTEE COMPENSATION 1,000.00	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00	
021403	CONFERENCE & SEMINAR EXPENSES 1,000.00	859.09	0.00	140.91	140.91	1,000.00	0.00	85.91
021407	OTHER TRAVEL 2,000.00	0.00	0.00	2,000.00	2,000.00	2,000.00	0.00	
ORG-TOT	55,800.00	10,437.48	0.00	45,362.52	45,362.52	55,800.00	0.00	18.71
ACT-TOT	4,700,226.78	1,424,848.06	1,593,843.46	3,275,378.72	1,681,535.26	77,204.33	77,204.33	30.31
5 FC	4,700,226.78	1,424,848.06	1,593,843.46	3,275,378.72	1,681,535.26	77,204.33	77,204.33	30.31
FUND CJRR TOT	4,619,712.65	1,373,706.08	1,593,843.46	3,246,006.57	1,652,163.11	77,204.33	77,204.33	29.74
FUND R91 TOT	80,514.13	51,141.98	0.00	29,372.15	29,372.15	0.00	0.00	63.52
FUND TOTAL	4,700,226.78	1,424,848.06	1,593,843.46	3,275,378.72	1,681,535.26	77,204.33	77,204.33	30.31

file



Kathy Despiegelaere
Ramsey County Regional
Railroad Authority
Documentation

Ramsey County Regional Railroad Authority

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

Ruby Hunt, Treasurer
District 5

Diane Ahrens
District 4

Hal Norgard
District 7

Donald Salverda
District 2

AGENDA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY, DECEMBER 8, 1992

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

1993 BUDGET HEARING

1. * A. Approve the 1993 Ramsey County Regional Railroad Authority Budget in the amount of \$1,047,496.
- B. Adopt a total tax levy of \$1,068,446.

* Action is requested.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY Originating Department <u>K. DeSpiegelaere</u> <u>12/1/92</u> Authorized Signature Date	Board Action Requested Approve the 1993 Ramsey County Regional Railroad Authority Budget in the amount of \$1,047,496 and adopt a total tax levy of \$1,068,446. <u>ACTION IS REQUESTED</u>
--	---

Request Justification

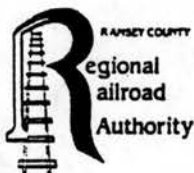
- See attached: 1) Proposed resolution adopting budget
 2) Memorandum from K. DeSpiegelaere
 3) Proposed 1993 budget

Budgeting and Accounting <u>Ed Glawitz</u> <u>11/24/92</u> County Attorney <u>Don Mac Miller</u> Risk Manager _____ Data Processing _____ Previous Action taken on Request _____	Date / Time Received By
--	---------------------------------------

Comments / Recommendation

Documentation certified complete for:

Committee / Meeting Date	Signature	Date
Committee / Meeting Date	Signature	Date
December 8, 1992	<u>F.L. Harkness</u>	<u>12/1/92</u>
Board Date	Signature	Date



Resolution

Board of

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

No. _____

Page 1 of 2

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, pursuant to Minnesota Statutes 398A, Subdivision 8, amended by Minnesota Laws 1988, Chapter 719, Article 5, Section 36, published notice of its intent to levy a tax on all taxpayers in Ramsey County not to exceed the amount permitted by law on all taxable property situated within Ramsey County; and

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

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

WHEREAS, In order to minimize the tax burden on Ramsey County Taxpayers, the Regional Railroad Authority will use only ~~\$1,068,446~~ ^{850,000} of the maximum levy of \$7,753,000; and

WHEREAS, The ~~\$1,068,446~~ is the same tax levy as the 1992 property tax levy for Regional Railroad Authority administration; and ^(was \$1,068,446) Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby adopts the 1993 budget, a summary of which is shown in the Tax Levy Statement, as follows:

1993 Tax Levy Statement

Countywide Levy

1993 Approved Budget

833,333
~~\$1,047,496~~

FINANCING

Current Taxes Receivable (Tax Levy)
Plus Estimated Tax Delinquency

833,333
~~\$1,047,496~~
20,950 16,667

Total Tax Levy:

~~\$1,068,446~~ 850,000.

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary

Whereas, the Ramsey County Regional
Railroad Authority, ~~after~~ at its December
budget hearing, ^{low} reduced the proposed
~~budget~~ by \$215,446 from \$1,068,446
to \$850,000, a 20.9% reduction;



Resolution
Board of
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Date: _____

No. _____

Page 2 of 2

WHEREAS, Minnesota Statutes, Section 398A.04, Subdivision 8, permits a tax levy for a Regional Railroad Authority; Now, Therefore, Be It

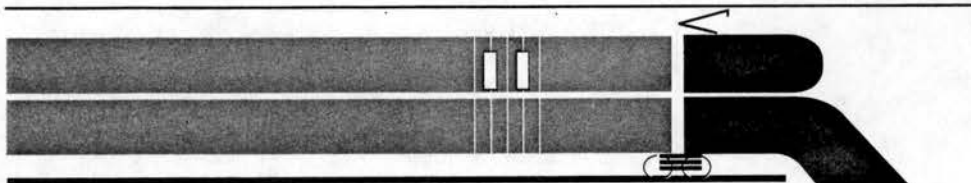
RESOLVED, That there be and hereby is levied upon all taxable property in Ramsey County for the year 1993 a tax rate percentum necessary to raise a Total Tax Levy of \$1,068,446.

850,000

John T. Finley, Chairman

By _____
Warren W. Schaber, Secretary

2



Ramsey County Regional Railroad Authority

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

MEMORANDUM

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

FROM: Kathryn DeSpiegelaere, Director of LRT Planning

SUBJECT: Adoption of 1993 Budget

DATE: November 19, 1992

Attached is the proposed 1993 budget in the amount of \$1,047,496 for the Ramsey County Regional Railroad Authority. The total tax levy request is \$1,068,446. This is the same tax levy as 1992. The 1993 request is the same as the certified levy of \$1,068,446 adopted by the Rail Authority on August 18, 1992.

The estimated impact of the proposed levy on residential and commercial property is enclosed.

Recommendation:

A resolution is attached for your consideration.

KD/blk
Attachment



NET TAX CAPACITY VALUES AND RATES
AND TAX COMPARISONS
COUNTY REGIONAL RAILROAD

TAX CAPACITY AND TAX RATE	Actual 1992	Estimated 1993	INCREASE/ DECREASE	PERCENT INC/(DEC)
-----	-----	-----	-----	-----
Net Tax Capacity	361,281,921	351,815,612	(9,466,309)	-2.6%
Tax Capacity Rate	0.178%	0.202%	0.024%	13.5%
ESTIMATED MARKET VALUE	15,848,771,955	16,035,450,052	186,678,097	1.2%

COUNTY TAX COMPARISON - PAYABLE 1992 (A)				
Home with an Estimated Market Value of:	\$50,000	\$72,000	\$115,000	\$150,000
	-----	-----	-----	-----
1993 Net Tax - Estimate	\$1.02	\$1.46	\$3.20	\$4.62
1992 Net Tax	0.90	1.28	2.82	4.38
	-----	-----	-----	-----
Increase/(Decrease)	\$0.12	\$0.18	\$0.38	\$0.24
Percent Change	13.3%	14.1%	13.5%	5.5%
Commercial Property (Class 3a) with an Estimated Market Value of	\$100,000	\$500,000	\$1,000,000	
	-----	-----	-----	
1993 Net Tax - Estimate	\$6.06	\$44.04	\$91.52	
1992 Net Tax	5.52	39.34	81.62	
	-----	-----	-----	
Increase/(Decrease)	\$0.54	\$4.70	\$9.90	
Percent Change	9.8%	11.9%	12.1%	

(A) Estimated payable 1993 rates and taxes are based on "estimated" payable 1993 aggregate net tax capacity as of 7/9/92, estimated fiscal disparity distribution and HACA Aid received for taxes payable in 1992 (Estimates for payable 1993 HACA are not available at this time).

Prepared by: Taxation & Records Admin., Tax Accounting Section (DF)
August 10, 1992

The gross tax levy for Ramsey County Regional Railroad Authority is the same for 1992 and 1993. Taxes on individual property sites are based on net tax levies. Changes in Fiscal Disparity distribution dollars and HACA and paid by the State of Minnesota result in higher net tax levies and consequently higher taxes for 1993.

DEPARTMENT: 59101 - RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
ACTIVITY: 59000 - REGIONAL RAILROAD AUTHORITY
DEPARTMENT HEAD: Kathryn DeSpiegelaere, Director of LRT Planning
Ramsey County Regional Railroad Authority
LOCATION: 360 RCGC West PHONE: 266-2762

MISSION

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

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

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

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

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

ADDITIONAL INFORMATION

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

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

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

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

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

ORGANIZATION

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

BUDGET SUMMARY BY DIVISION

CODE	TITLE	1990 EXPENDED	1991 EXPENDED	1992 APPROVED	1993	
					REQUESTED & PROPOSED	APPROVED
59101	Regional Railroad Administration	162,010	263,494	977,496	977,496	
59109	Northeast Corridor Maintenance	-	-	70,000	70,000	
Total	Regional Railroad Operating Budget:	162,010	263,494	1,047,496	1,047,496	
	Project and Acquisition Budget					
59102	Comprehensive LRT Plan	26,288	-	-	-	
59103	Phase I Preliminary Engineering & EIS	1,188,626	588,158	142,673	-	
59105	Phase II PE-Midway Corridor	21,322	2,634,085	3,363,017	-	
59106	Right-of-Way Acquisition	13,131	65,556	60,794	-	
59107	Northeast Corridor Study	155,786	140,897	-	-	
59108	South Corridor Study	7,081	89,653	5,733	-	
Total	Project and Acquisition Budget	1,412,234	3,518,349	3,572,217	-	
Total Ramsey County Regional Railroad Authority:		1,574,244	3,781,843	4,619,713	1,047,496	

REVENUE SUMMARY BY DIVISION

CODE	TITLE	1989 RECEIVED	1990 RECEIVED	1991 APPROVED	1992	
					REQUESTED & PROPOSED	APPROVED
59101	Regional Railroad Administration	262,192	398,379	-	-	
59109	Northeast Corridor Maintenance	-	-	-	-	
Total	Regional Railroad Operating Revenue:	262,192	398,379	-	-	
	Project and Acquisition Revenue					
59102	Comprehensive LRT Plan	-	-	-	-	
59103	Phase I Preliminary Engineering & EIS	100,000	-	-	-	
59105	Phase II PE-Midway Corridor	-	-	-	-	
59106	Right-of-Way Acquisition	-	-	-	-	
59107	Northeast Corridor Study	99,330	15,126	-	-	
59108	South Corridor Study	12,500	10,425	-	-	
Total	Project and Acquisition Revenue	211,830	25,551	-	-	
Total Ramsey County Regional Railroad Authority:		474,022	423,930	-	-	

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TAX LEVY

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

REGIONAL RAILROAD AUTHORITY:

TAX LEVY INC/(DEC) OVER 1992

-

PERCENT INC/DEC OVER 1992

-

=====

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

BUDGET SUMMARY - EXPENDITURE CLASSIFICATIONS

		1993			
CODE	TITLE	1990 EXPENDED	1991 EXPENDED	1992 APPROVED	REQUESTED & PROPOSED
<u>59101 - Administration</u>					
020000	Other Services & Charges	157,686	228,502	575,496	592,611
030000	Supplies	115	1,192	2,000	2,000
040000	Capital Outlay	4,209	33,800	-	400
060000	Contingent	-	-	400,000	382,485
Total RCRR - Administration:		162,010	263,494	977,496	977,496
 <u>59109 - RCRR - Northeast Corridor Maintenance</u>					
020000	Other Services & Charges	-	-	40,000	40,000
030000	Supplies	-	-	30,000	30,000
Total RCRR - NE Corridor Maintenance:		-	-	70,000	70,000
Total Ramsey County Regional Railroad Authority:		162,010	263,494	1,047,496	1,047,496
		=====	=====	=====	=====

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

59101 - Administration

ANTICIPATED REVENUE

1993

		1990 RECEIVED	1991 RECEIVED	1992 APPROVED	REQUESTED & PROPOSED	APPROVED
		-----	-----	-----	-----	-----
<u>Revenue from Use of Money and Property</u>						
360102	Interest on Investments	261,334	396,178	-	-	-
<u>Intergovernmental Revenue</u>						
321067	Minnesota DOT LRT Grant	-	-	-	-	-
321068	Minnesota Rail Bank	-	-	-	-	-
Total		-	-	-	-	-
<u>Other Revenues</u>						
370103	Recovery-Prior Year's Expense	-	803	-	-	-
370104	Recovery-Current Year's Expense	858	1,398	-	-	-
Total		858	2,201	-	-	-
<u>Taxes and Penalties</u>						
390902	Current-RE & PP	3,285,432	1,467,298	1,047,496	-	-
390903	Current-Mobile Homes	3,469	785	-	-	-
390904	Delinquent Re & PP	8,742	3,278	-	-	-
390905	Delinquent Mobile Homes	347	228	-	-	-
390913	HRA - Shelter Rentals	2,734	-	-	-	-
390916	Homestead Credit-RE	184,324	343,145	-	-	-
390917	Gov't Acquired Property Rental	142	81	-	-	-
390920	Homestead Credit-MH	1,814	1,935	-	-	-
390921	Agric Credit	183,304	-	-	-	-
390930	Enterprise Zone & Diparities Reduction	92	534	-	-	-
Total Taxes & Penalties		3,670,400	1,817,284	1,047,496	-	-
Total RCRRA - Administration		3,932,592	2,215,663	1,047,496	-	-

59101 - RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY - ADMINISTRATION

BUDGET DETAIL

020000 - OTHER SERVICES AND CHARGES

CODE	TITLE	1990 EXPENDED	1991 EXPENDED	1993		
				1992 APPROVED	REQUESTED & PROPOSED	APPROVED
020102	CONSULTING SERVICES	4,995	3,719	153,500	0 153,500	
020122	STATE AUDITOR	1,814	3,000	3,000		3,100
020154	LEGISLATIVE REPRESENTATIVE	-	10,000	25,000	5000	25,000
020174	COUNTY ATTORNEY SERVICES	7,268	6,500	35,000		36,348
020176	EXECUTIVE DIRECTOR SERVICES	43,874	43,629	68,000		68,000
020179	BUDGETING & ACCOUNTING SERVICES	9,201	10,527	20,000		20,000
020185	DATA PROCESSING SERVICES-MTCE	2,029	2,707	7,200		6,000
020193	COUNTY PROJECT MANAGEMENT SERVICES	65,382	118,006	124,200		124,200
020194	PUBLIC INFORMATION SERVICES	-	3,291	30,000	0	30,000
020202	POSTAGE	1,113	2,691	5,800		5,800
020207	TELEPHONE LONG DISTANCE CHARGES	334	228	330		380
020208	TELEPHONE-LOCAL SERVICE	486	1,557	1,260		1,500
020209	TELEPHONE-EQUIPMENT RENTAL	-	62	-		100
020301	TRANSPORTATION ALLOWANCE	317	600	700	626	700
020305	MESSANGER SERVICE	6	1,189	600	626	800
020401	PRINTING MINUTES & NOTICES	147	-	8,560		8,560
020501	PRINTING & STATIONERY	9,602	9,493	20,800	1554	20,800
020611	LIABILITY & PROPERTY DAMAGE	-	250	-	585	500
020803	EQUIPMENT & MACHINERY REPAIRS	-	45	-	465	-
020903	EQUIPMENT & MACHINERY-RENTAL	-	360	-	250	-
020906	BUILDING & OFFICE SPACE	-	-	-	5002	12,883
020909	PARKING SPACE	2,160	2,160	2,496	1571	1,440
021101	BOOKS, PERIODICALS, SUBSCRIPTIONS	351	94	250	260	250
021126	PURCHASING	145	-	-		-
021134	TUITION	-	303	750	-	750
021226	COMMITTEE COMPENSATION	-	-	3,000	-	3,000
021401	MEMBERSHIP & DUES	35	175	500		500
021403	CONFERENCE & SEMINAR EXPENSES	5,648	3,161	6,000	2583	6,000
021407	OTHER TRAVEL	2,384	2,954	20,000	2547	20,000
021408	VOLUNTEER/COMMITTEE MEETING EXPENSE	395	697	3,000	232	3,000
021409	MEETING EXPENSE ACCOUNT	-	1,104	5,500	2187	5,500
022213	TRANSIT JOINT POWERS	-	-	30,000	33600	34,000
TOTAL SERVICES AND CHARGES		157,686	228,502	575,496	592,611	-

59101 - RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY - ADMINISTRATION

030000 - SUPPLIES

CODE	TITLE	1990 EXPENDED	1991 EXPENDED	1992 APPROVED	1993	
					REQUESTED & PROPOSED	APPROVED
030101	OFFICE SUPPLIES	115	1,192	2,000	2,000	

040000 - CAPITAL OUTLAY

CODE	TITLE	1990 EXPENDED	1991 EXPENDED	1992 APPROVED	1993	
					REQUESTED & PROPOSED	APPROVED
040300	EQUIPMENT	4,209	33,800	-	400	

060000 - CONTINGENT ACCOUNT

CODE	TITLE	1990 EXPENDED	1991 EXPENDED	1992 APPROVED	1993	
					REQUESTED & PROPOSED	APPROVED
061001	CONTINGENT APPROPRIATIONS	-	-	400,000	382,485	
TOTAL REGIONAL RAILROAD AUTHORITY - ADMINISTRATION		162,010	263,494	977,496	977,496	

59109 - RCRRA - NORTHEAST CORRIDOR MAINTENANCE

BUDGET DETAIL

020000 - OTHER SERVICES AND CHARGES

CODE	TITLE	1990 EXPENDED	1991 EXPENDED	1992 APPROVED	1993	
					REQUESTED & PROPOSED	APPROVED
020618	PUBLIC LIABILITY INSURANCE	-	-	4,000	4,000	
020804	GROUNDS-REPAIR	-	-	36,000	36,000	
		-	-	40,000	40,000	

030000 - SUPPLIES

030507	SIGN AND REPAIRS	-	-	30,000	30,000	
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Total RCRRA-NE Corridor Maintenance		-	-	70,000	70,000	
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Total RCRRA	162,010	263,494	1,047,496	1,047,496		
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BUDGET EXPLANATION FORM

Page No. 1
BUDGET YEAR 199359101 Ramsey County Regional Railroad Authority
020102 - Consulting Services

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>3,719</u>	<u>153,500</u>	<u>153,500</u>		<u>153,500</u>	

EXPLANATION:

This account will fund services of independent consultants who perform rail authority work. Anticipated work during 1993 could include specialized engineering, analysis of federal funding options, publicity, light rail patronage forecasts, and other specialized services not provided for in project or operations accounts.

020122 - State Auditor

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>3,000</u>	<u>3,000</u>	<u>3,100</u>		<u>3,100</u>	

EXPLANATION:

Accounting records for the Ramsey County Regional Railroad Authority are subject to audit by the State of Minnesota. Estimated fees for 1993 are \$3,100.

020154 - Legislative Representative

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>10,000</u>	<u>25,000</u>	<u>25,000</u>		<u>25,000</u>	

EXPLANATION:

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

BUDGET EXPLANATION FORM

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BUDGET YEAR 1993

59101

Ramsey County Regional Railroad Authority020174 - County Attorney Services

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>6,500</u>	<u>35,000</u>	<u>36,348</u>		<u>36,348</u>	

EXPLANATION:

Funds are needed for payment of legal services rendered by the County Attorney's Office. The attorney will attend Regional Railroad Authority meetings, provide legal opinions on relevant topics and review contracts and agenda items. This will provide .40 FTE Attorney I for Regional Railroad Authority matters.

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

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

020176 - Executive Director - Services

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>43,629</u>	<u>68,000</u>	<u>68,000</u>		<u>68,000</u>	

EXPLANATION:

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

Director of Property Management	\$ 1,190
Clerical	34,330
Director of Information Services	9,270
Administrative Support Services	23,210
	<u>\$68,000</u>

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

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

BUDGET EXPLANATION FORM

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BUDGET YEAR 1993

59101

Ramsey County Regional Railroad Authority020179 - Budgeting and Accounting Services

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>10,527</u>	<u>20,000</u>	<u>20,000</u>		<u>20,000</u>	

EXPLANATION:

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

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

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

020185 - Data Processing Maintenance and Equipment

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>2,707</u>	<u>7,200</u>	<u>6,000</u>		<u>6,000</u>	

EXPLANATION:

This account provides funds for office automation. Four accounts for RCRRRA staff are anticipated plus one account for general RRA support. Maintenance costs are anticipated to be \$6,000.

BUDGET EXPLANATION FORM

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BUDGET YEAR 1993

59101

Ramsey County Regional Railroad Authority020193 - County Project Management Services

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>118,006</u>	<u>124,200</u>	<u>124,200</u>		<u>124,200</u>	

EXPLANATION:

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

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

PROJECT MANAGEMENT TEAM

	Estimated Cost
<u>Existing Staff</u>	
Dir. of LRT Planning (a)	\$ 55,100
Community Participation Coordinator (b)	36,500
Administrative Secretary (b)	<u>32,600</u>
Total	\$124,200

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

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

020194 - Public Information Services

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>3,291</u>	<u>30,000</u>	<u>30,000</u>		<u>30,000</u>	

EXPLANATION:

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

BUDGET EXPLANATION FORM

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BUDGET YEAR 1993

59101

Ramsey County Regional Railroad Authority020202 - Postage

	1991 Expended	1992 Approved	1993			
			Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>2,691</u>	<u>5,800</u>	<u>5,800</u>		<u>5,800</u>	

EXPLANATION:

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

020207 - Telephone - Long Distance Charges

	1991 Expended	1992 Approved	1993			
			Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>228</u>	<u>380</u>	<u>380</u>		<u>380</u>	

EXPLANATION:

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

020208 - Telephone - Local Service

	1991 Expended	1992 Approved	1993			
			Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>1,557</u>	<u>1,260</u>	<u>1,500</u>		<u>1,500</u>	

EXPLANATION:

This account provides funding for local telephone service at 360 RCGC-West for the Regional Railroad Authority.

020209 - Telephone - Equipment Rental

	1991 Expended	1992 Approved	1993			
			Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>62</u>	<u>0</u>	<u>100</u>		<u>100</u>	

EXPLANATION:

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

BUDGET EXPLANATION FORM

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BUDGET YEAR 1993

59101

Ramsey County Regional Railroad Authority020301 - Transportation Allowance

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>600</u>	<u>700</u>	<u>700</u>		<u>700</u>	

EXPLANATION:

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

020305 - Messenger Service

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>1,189</u>	<u>600</u>	<u>800</u>		<u>800</u>	

EXPLANATION:

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

020401 - Publishing Minutes and Notices

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>0</u>	<u>8,560</u>	<u>8,560</u>		<u>8,560</u>	

EXPLANATION:

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

020501 - Printing and Stationery

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>9,493</u>	<u>20,800</u>	<u>20,800</u>		<u>20,800</u>	<u>20,800</u>

EXPLANATION:

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

BUDGET EXPLANATION FORM

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BUDGET YEAR 1993

59101

Ramsey County Regional Railroad Authority020611 - Liability and Property Damage

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>250</u>	<u>0</u>	<u>500</u>		<u>500</u>	

EXPLANATION:

The Ramsey County Regional Railroad Authority (RCRRA) is a separate legal entity and is not covered by self insurance provisions of Ramsey County. The RCRRA also lacks the financial resources to fulfill self insurance requirements. Accordingly, a package insurance policy is being purchased at an annual cost of \$500.00 annually.

020906 - Office Rental

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>0</u>	<u>0</u>	<u>12,883</u>		<u>12,883</u>	

EXPLANATION:

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

020909 - Parking Space

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>2,160</u>	<u>2,496</u>	<u>1,440</u>		<u>1,440</u>	

EXPLANATION:

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

2 x 12 x 60

\$1,440

021101 - Books, Periodicals, Subscriptions

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>94</u>	<u>250</u>	<u>250</u>		<u>250</u>	

EXPLANATION:

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

BUDGET EXPLANATION FORM

Page No. 8
BUDGET YEAR 1993

59101

Ramsey County Regional Railroad Authority021134 - Tuition Reimbursement

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>303</u>	<u>750</u>	<u>750</u>		<u>750</u>	

EXPLANATION:

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

021226 - Committee Compensation

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>0</u>	<u>3,000</u>	<u>3,000</u>		<u>3,000</u>	

EXPLANATION:

Committee members may be reimbursed for expenses associated with meeting attendance. Task force and citizens advisory committee members have been eligible for this reimbursement in previous years. Additional meetings will be held in 1993.

021401 - Membership and Dues

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>175</u>	<u>500</u>	<u>500</u>		<u>500</u>	

EXPLANATION:

Membership fees will be funded for professional transit associations.

021403 - Conference and Seminar Expenses

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>3,161</u>	<u>6,000</u>	<u>6,000</u>		<u>6,000</u>	

EXPLANATION:

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

BUDGET EXPLANATION FORM

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BUDGET YEAR 1993

59101

Ramsey County Regional Railroad Authority021407 - Travel

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>2,954</u>	<u>20,000</u>	<u>20,000</u>		<u>20,000</u>	

EXPLANATION:

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

021408 - Volunteer/Committee Meeting Expense

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>697</u>	<u>3,000</u>	<u>3,000</u>		<u>3,000</u>	

EXPLANATION:

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

021409 - Meeting Expense

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>1,104</u>	<u>5,500</u>	<u>5,500</u>		<u>5,500</u>	

EXPLANATION:

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

022213 - Transit Joint Powers

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u> </u>	<u>30,000</u>	<u>34,000</u>		<u>34,000</u>	

EXPLANATION:

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

BUDGET EXPLANATION FORM

Page No. 10

BUDGET YEAR 1993

59101

Ramsey County Regional Railroad Authority030101 - Office Supplies

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>1,192</u>	<u>2,000</u>	<u>2,000</u>		<u>2,000</u>	

EXPLANATION:

This account provides office supplies for the Railroad Authority staff.

040300 - Equipment

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u>33,800</u>	<u>0</u>	<u>400</u>		<u>400</u>	

EXPLANATION:

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

61001 - Contingent Appropriations

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u> </u>	<u>400,000</u>	<u>382,485</u>		<u>382,485</u>	

EXPLANATION:

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

061003 - Right of Way Acquisition

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:	<u> </u>	<u>0</u>	<u>0</u>		<u>0</u>	

EXPLANATION:

If funds are needed for the purchase of land necessary to implement rail transit projects, such as the Northeast BN Corridor or other corridors, these funds could be appropriated from fund balance.

BUDGET EXPLANATION FORM

59109

Page No. 11
BUDGET YEAR 1993Ramsey County Regional Railroad Authority020618 - Public liability insurance

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:		<u>4,000</u>		<u>4,000</u>	<u>4,000</u>	

EXPLANATION:

Insurance will be purchased to cover claims against RCRRA originating from ownership of the Burlington Northern right of way.

020804 - Grounds - repair

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:		<u>36,000</u>	<u>36,000</u>		<u>36,000</u>	

EXPLANATION:

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

030507 - Signs and repairs

	1991	1992	1993			
	Expended	Approved	Requested	Levy Goal	Proposed	Approved
Existing Operation:		<u>30,000</u>	<u>30,000</u>		<u>30,000</u>	

EXPLANATION:

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

CONFERENCE AND EDUCATIONAL SEMINAR EXPENSE (021403)
BUDGET REQUEST FORM

Page No. 12
BUDGET YEAR 1993

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

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

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

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

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

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

Conference/Seminar Name and Location: >Transportation Research
Board - LRT Conference, Calgary, Alberta

Justification for Attendance: >This conference will occur in
Calgary, a city with an operating light rail transit system and
will include technical sessions and tours of LRT systems. If
this is not funded, knowledge of LRT systems will be lacking.

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

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

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

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

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